

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

AGENDA REVISED 8/3/18 AT 9:42 AM --- OPEN SESSION
STARTS AT 7:00 PM

EXECUTIVE SESSION

Real Estate

- a. Sawin House
- b. Mechanic Street

Litigation

- a. Discussion of strategy under purpose 3, where discussion in open session may have a detrimental effect on the Town's litigation position, concerning NPOA v. JLMC and Town of Natick, 1884 CV 02333
- b. MOLA

Approve Executive Session Meeting Minutes

ANNOUNCEMENTS

- 1. Recycle Your Cooking Oil
- 2. Volunteers Needed for Natick Earth Day (4/29/19)

CITIZEN'S CONCERNS

REQUESTED ACTION

- 3. Director of Public Health: Accept Donation to the Board of Health from the Family of Dr. and Mrs. Anthony Capobianco
- 4. Public Hearing: Square Dedication in Honor of Sgt. Lawrence "Vangie" Sticka-Church & E. Central Streets
- 5. Public Hearing: Grant of Location at 190 Main Street to Lighttower
- 6. Public Hearing: Change of Address from 10 Border Road to 19 Winslow Road

CONTINUE PUBLIC HEARING TO OCTOBER 1, 2018

- 7. Public Hearing: Application for a S12 Wine and Malt Beverage Restaurant License-Chipotle Mexican Grille of Colorado, LLC

ALCOHOL LICENSE APPLICATION WITHDRAWN

- 8. Application for a Change in Manager: Dion's

9. Director of Public Works: Contracts
 - a. Resident Project Representative Engineering Services Contract/2018 Roadway Improvements
 - b. Washington Avenue Engineering Services Contract
10. Conservation Agent/Planner:
 - a. Low Impact Development Regulation Contract
 - b. Hazard Mitigation Plan Adoption and Approval of Resolution
11. MWRA Sewer Bond

BOARD OF SELECTMEN UPDATES

12. Senior Planner: PlaceMaking
13. Health Resources in Action: Opioid Task Force Update
14. Town Administrator: Camp Arrowhead Update

DISCUSSION AND DECISION

15. Installation of Signs to Identify Public Parking Lots
16. 2018 Fall Annual Town Meeting Articles-Review & Board/Town Administrator Sponsorship
 - a. West Natick Fire Station
 - b. Sawin House
 - c. Mechanic Street
 - d. Town Counsel Appointment Process
 - e. Adult Use Marijuana Zoning Amendment

CONSENT AGENDA

17. Approve Block Party Request: Circular Ave 9/15/18
18. Approve Block Party Request: Morningside Ave 9/15/18 (RD 9/29/18)
19. Approve Block Party Request: High Street 9/22/18 (RD 9/23/18)
20. Approve Block Party Request: Millbrook Road 9/22/18
21. Approve Banner Request: Natick Community Organic Farm 8/13-8/19/18
22. Approve Banner Request: Riverbend School Open House 10/22-10/28/18
23. Approve Banner Request: Keefe Tech Open House 11/26-12/01/18
24. Approve Acceptance of Recreation & Parks Donation from Leonard Morse Auxiliary
25. Approve Meeting Minutes

SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

TOWN ADMINISTRATOR NOTES

SELECTMEN'S CONCERNS

CORRESPONDENCE

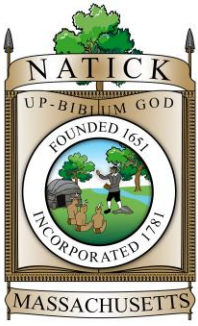
Correspondence 8/6/18

ITEM TITLE: Recycle Your Cooking Oil

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Announcement	7/27/2018	Cover Memo



TOWN OF NATICK MASSACHUSETTS

JEREMY MARSETTE, P.E.
DIRECTOR

July 24, 2018

Recycle Your Cooking Oil Used Cooking Oil Collection now available at the Recycling Center

The Department of Public Works is pleased to announce that we now offer collection of used cooking oil at the Recycling Center on West Street. Dumping cooking oil down the drain can cause issues with sewer pipes, and dumping the oil outside may attract animals or vermin; so, the Town is partnering with Newport Biodiesel to offer the community a safe and environmentally friendly option for disposing (recycling) of cooking oil.

With a valid Recycling Center sticker, residents and small businesses may drop off their second use or waste vegetable oil at the Recycling Center located on West Street. Newport Biodiesel collects the used oil and then locally converts it to clean-burning fuel, making for a cleaner and greener community. Second use and waste vegetable oil can fuel diesel engines or home heating furnaces without modification. Newport Biodiesel locally sources, produces, and distributes biofuels.

Why: It's a cleaner and safer alternative to dumping oils down the drain, and the oils will be reused responsibly for future use, making for a more environmentally friendly community.

Who: Both residents and small businesses in Natick with valid Recycling Center stickers.

What is accepted through this program?

Second use, or waste vegetable oil. Any oil you would use to cook food in.

What is NOT accepted through this program?

Motor oil, Transmission fluid, Crisco, lard, or solid cooking oils.

*The Town does collect unwanted motor oil, however it cannot be mixed with vegetable oil for recycling.

How: Bring your cooking oils to the Recycling Center during regular hours of operations:

- Thursday & Friday: 8:00 a.m.- 12:00 p.m.
- Saturday & Sunday: 8:00 a.m.- 3:30 p.m.

ITEM TITLE: Volunteers Needed for Natick Earth Day (4/29/19)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Announcement	7/31/2018	Cover Memo

NATICK EARTH DAY – APRIL 29, 2019

Volunteers are needed to help plan the ninth consecutive Natick Earth Day Festival scheduled for April 29, 2019. If interested, please contact Pat Conaway at bpconaway@gmail.com.

ITEM TITLE: Director of Public Health: Accept Donation to the Board of Health from the Family of Dr. and Mrs. Anthony Capobianco

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo-J. White	8/2/2018	Cover Memo



**OFFICE OF THE
BOARD OF HEALTH**
13 EAST CENTRAL STREET
NATICK, MASSACHUSETTS 01760

MEMO

DATE: August 2, 2018

TO: Ms. Amy Mistrot, Chair, Board of Selectmen

FROM: James M. White, Jr., Director of Public Health

RE: Acceptance of Donation

A handwritten signature, likely of James M. White, Jr., is written in ink over the "FROM:" line of the memo.

The Natick Board of Health requests permission to accept a donation in the amount of \$10,000.00 from the family of Dr. and Mrs. Anthony G. Capobianco.

The four Capobianco sons, David, John, James and Paul are making this generous donation in honor of their late parents, Tony and Eileen Capobianco.

As a much respected doctor and friend, Dr. Capobianco served the Natick community for many years as Practicing Physician, elected Member to the Board of Health and Physician to the Board of Health.

In line with what was a passion of Dr. Capobianco's, the funds will assist in the development of a Health and Wellness Program in his name.

At the request of the family, I am requesting the funds be deposited into a Board of Health account and to authorize the Public Health Director, under the supervision of the Board of Health, to expend said funds specifically for the Health and Wellness Program.

Thank you for your consideration.

ITEM TITLE: Public Hearing: Square Dedication in Honor of Sgt. Lawrence "Vangie"
Sticka-Church & E. Central Streets

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	7/30/2018	Cover Memo
Request-P. Carew	7/30/2018	Cover Memo



COMMUNITY
NEWSPAPER
COMPANY

GateHouse Media New England

**Community Newspaper Co. – Legal
Advertising Proof**

15 Pacella Park Drive, Randolph, MA 02368
I 800-624-7355 phone I 781-961-3045 fax

Order Number: CN13709798

Salesperson: Deborah Dillon

Maureen Fleming
Natick Board Of Selectmen
13 East Central St
Natick, MA 01760-4629

Title:	MetroWest Daily News Legals	Class:
Start date:	7/20/2018 7/20/2018	Stop date:
Insertions:	1 26 ag	#Lines:
Price:	\$30.60	

Payment Information

Receipt#
Pmt. Type:
CC. Number: **CC. Exp.:**
Invoice Total: \$30.60

MARINE SERGEANT LAWRENCE "VANGIE" STICKA

LEGAL NOTICE
PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK

SQUARE DEDICATION

The Board of Selectmen will conduct a public hearing on Monday, August 6, 2018, 7:00 p.m., Natick Town Hall, Edward H. Dlott Meeting Room, 13 East Central Street, Natick, MA regarding the request to dedicate the corner of Church and East Central Streets in honor of Marine

Sergeant Lawrence "Vangie" Sticka who served in active duty during the Korean War.

Anyone wishing to be heard on this matter is asked to attend the meeting at the date and time mentioned above.

Michael J. Hickey, Jr., Clerk

AD#13709798
MWDN 7/20/18



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

July 16, 2018

Board of Selectman

I am proposing the dedication of a square in the name of Lawrence Vangie Sticka.

Lawrence was born on Church Street where Everett Funeral Home now stands.

The family would like to have the corner of Church and East Central Streets as the location for the square.

Lawrence served twice in the Marine Corp his first enlistment at the end of WWII. He served from 4 Sept 1946 to 25 Aug 1948. Again being called to active duty for the Korean War serving again in the Marines from 28 Sept 1950 to 28 Aug 1951.

Lawrence was discharged a SGT in the Marines. SGT Lawrence Sticka USMC

He was authorized the WWII Victory Medal and Korean Service Medal and Good Conduct Medal.

Lawrence was working as a Natick Firefighter when he was called to active duty during the Korean War.

On discharge from the Marines Lawrence went back to work with the NFD. Where he did retire from.

Lawrence was a well-known figure in the Natick Community. On retirement he drove school buses for many years. Taking many sports teams to their games. They all loved "Vangie" as he was called. He could be heard in the booth at the NHS Football games helping with play by play and leading the crowd in the Natick's Cheer Song, Go Go Natick.

Vangie could be seen manning the counter or holding office hours at Casey's Dinner, going back three generations.

Vangie loved NHS sports and his service in the Marines.

To several generation of Natick Residents, Lawrence "Vangie" Sticka will always be known as "Mr. Natick".

We would like to do the dedication on August 18th at noon.

Again at the corner of Church and East Central Streets.

Thank you

Paul E. Carew

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

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

Ms. Young: 508-647-6400 ext 1900

Fax: 508-647-6549

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

ITEM TITLE: Public Hearing: Grant of Location at 190 Main Street to Lighttower
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	7/30/2018	Cover Memo
Request	7/30/2018	Cover Memo
Approval Memo-Town Engineer	7/30/2018	Cover Memo



COMMUNITY
NEWSPAPER
COMPANY

GateHouse Media New England

**Community Newspaper Co. – Legal
Advertising Proof**

15 Pacella Park Drive, Randolph, MA 02368
I 800-624-7355 phone I 781-961-3045 fax

Order Number: CN13710494

Salesperson: Deborah Dillon

Patricia O'Neil
Natick Board Of Selectmen
13 East Central St
Natick, MA 01760-4629

Title:	MetroWest Daily News Legals	Class:
Start date:	7/24/2018 7/24/2018	Stop date:
Insertions:	1 32 ag	#Lines:
Price:	\$36.72	

Payment Information

Receipt#
Pmt. Type:
CC. Number: **CC. Exp.:**
Invoice Total: \$36.72

190 NORTH MAIN STREET

LEGAL NOTICE
PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK

GRANT OF LOCATION

Notice is hereby provided that the Board of Selectmen will conduct a public hearing on Monday, August 6, 2018 at 7:00 p.m., Natick Town Hall, Edward H. Dlott Meeting Room, 13 East Central Street, Natick, MA at the request of Lighttower Fiber Networks regarding a grant of location to

install approximately 23 feet of (1) 4 inch PVC communication conduit and other supporting and protecting equipment from Telephone MH#29A on the south side of North Main Street to Utility Pole #144/58 to provide telecommunication service to Suburban Cardiology and Internal Medicine at 190 North Main Street.

Anyone wishing to be heard on this matter should appear at the time and place indicated above.

Michael J. Hickey, Clerk

AD#13710494
MWDN 7/24/18



July 13, 2018

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

RE: Grant of Location Fiber Optic Cable Installation
190 North Main Street

Dear Members of the Board of Selectmen:

Lighttower Fiber Networks, LLC respectfully submits the enclosed documents for proposed work at 190 North Main Street for review and approval by the Board of Selectmen. The project involves the installation of approximately 23 feet of (1) 4 inch PVC communication conduit and other supporting and protecting equipment from Telephone MH#29A on the south side of North Main Street to Utility Pole #144/58. The conduit will serve to provide telecommunication service to Suburban Cardiology and Internal Medicine at 190 North Main Street from the Lighttower network.

For consideration of the grant of location for the conduit placement, please find enclosed three (3) copies of the plans "Proposed Conduit Installation at 190 North Main St in Natick, MA" for your review.

If you have any questions or concerns, please feel free to contact me at (508)-769-2924.

Regards,

Bob Walls

Bob Walls
Fiber Construction Engineer

PETITION OF
LIGHTOWER FIBER NETWORKS LLC,
FOR LOCATION OF CONDUIT

July 13, 2018

To the Board of Selectmen of the Town of Natick, MA:

The undersigned respectfully petitions

That permission be granted to Lightower Fiber Networks, LLC of 80 Central Street, Boxborough, MA 01719, to install approximately 23 feet of (1) 4 inch PVC communication conduit and other supporting and protecting equipment from Telephone MH#29A on the south side of North Main Street to Utility Pole #144/58. The proposed conduit installation is indicated on the attached plan "Proposed Conduit Installation at 190 North Main St in Natick, MA" Said plan has been placed on file at the office of the Board of Selectmen. The purpose of the proposed installation is to provide telecommunication service for Suburban Cardiology and Internal Medicine at 190 North Main Street.

LIGHTOWER FIBER NETWORKS, LLC

Petitioner: Bob Walls, Fiber Construction Engineer

Signature: Bob Walls

Address: 80 Central Street

Boxborough, MA 01719

Telephone: (508)-769-2924

Signature: _____

Board of Selectmen, Chair



**PROPOSED CONDUIT INSTALLATION
AT
190 NORTH MAIN ST
IN
NATICK, MA**

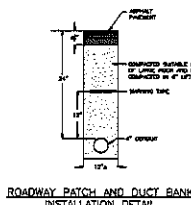
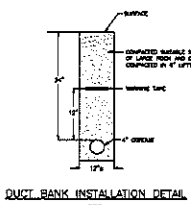
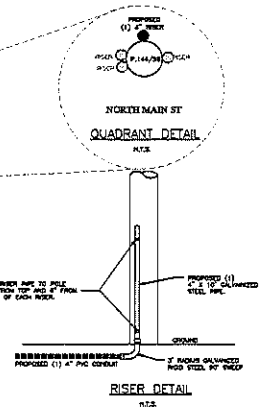
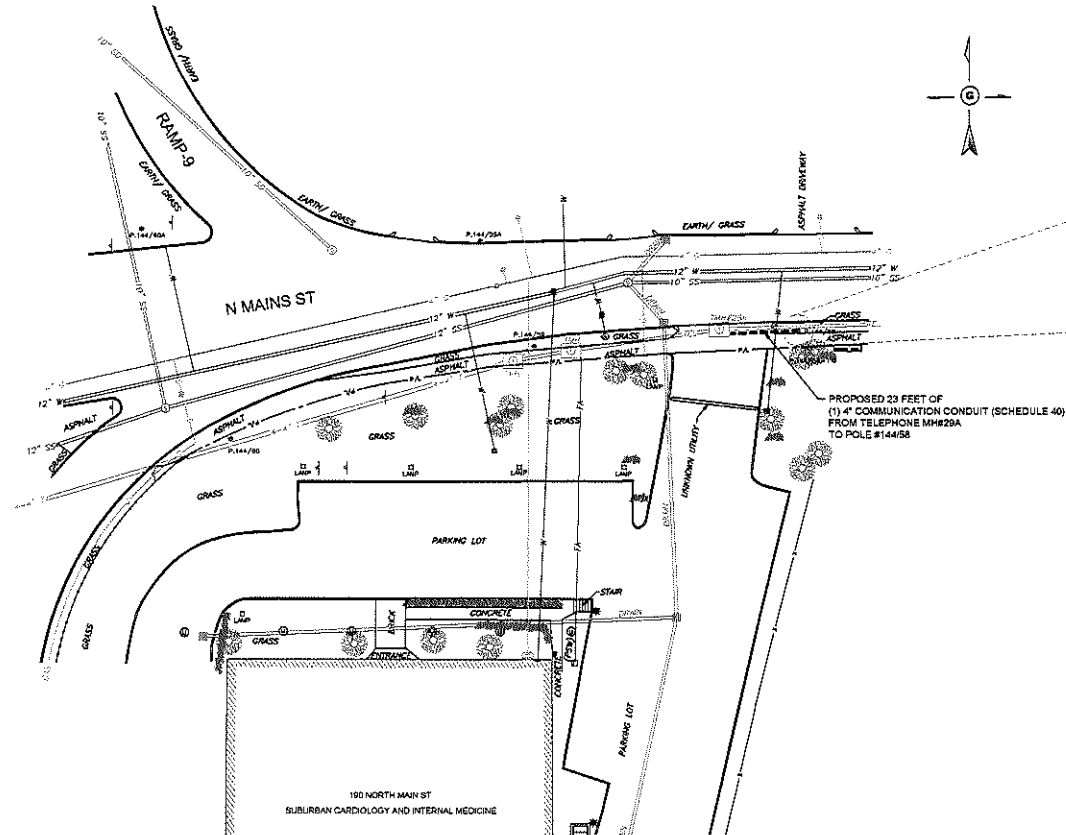
INDEX OF DRAWING

SHT NO.	DESCRIPTION
01	PROPOSED PLAN

PREPARED BY:
GUERRERO
UTILITIES LAYOUT

GENERAL NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY AN APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES.
2. IF AN EXISTING UTILITY IS FOUND TO HAVE CAUSED A CONFLICT WITH THE PROPOSED WORK, AS IN THE LOCATION, ELEVATION AND SIZE OF THE UTILITY, IT SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR. THE INFORMATION SHOULD THEN BE FORWARDED TO THE ENGINEER TO RESOLVE THE CONFLICT.
3. THE CONTRACTOR SHOULD MAINTAIN A SEPARATION OF 18 INCHES MIN. WHEN CROSSING EXISTING WATER FACILITIES.
4. THE CONTRACTOR WILL MAKE ALL OF THE ARRANGEMENTS FOR THE ADJUSTMENT OF ALL UTILITIES, PRIVATE AND PUBLIC.
5. THE CONTRACTOR SHOULD NOT DISTURB PUBLIC TREES AND SHRUBS.
6. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS WILL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE OWNER.
7. THE CONTRACTOR WILL BE RESPONSIBLE FOR PLACING AND MAINTAINING TEMPORARY RESURFACING OR PLATING FOR ALL EXCAVATIONS ON PAVED STREETS AND SIDEWALKS UNTIL PERMANENT RESURFACING IS COMPLETE.
8. JOINTS BETWEEN NEW DETACHED CONCRETE ROADWAY PAVEMENT AND SAW CUT EXISTING PAVEMENT SHOULD BE SEALED WITH BITUMEN AND PROPERLY BACK Sanded.
9. THE CONTRACTOR SHOULD PROTECT AND SUPPORT ALL EXISTING UTILITY LINES THAT BECOME EXPOSED DUE TO EXCAVATION.
10. THE CONTRACTOR WILL REPLACE ALL DISTURBED TRAFFIC SIGNAL LOOP DETECTORS TO A PROPER WORKING CONDITION AS REQUIRED BY THE MOST RECENT STANDARDS OF THE MUNICIPAL TRAFFIC DEPARTMENT.
11. ALL EXISTING STATE, COUNTY, CITY, TOWN LOCATION, AND PRIVATE PROPERTY LINES HAVE BEEN USED FROM AVAILABLE INFORMATION. THEIR EXACT LOCATIONS ARE NOT GUARANTEED.
12. THE CONTRACTOR WILL REPLACE ALL PAVEMENT MARKINGS IN THEIR ENTIRETY THAT HAS BEEN DAMAGED BY TRENCH EXCAVATION OR OPERATIONS USING SIMILAR COLOR AND SIZE THERMOPLASTIC MARKINGS.



- TRENCH DETAIL NOTES**
1. 24" MAXIMUM FROM TOP OF CONDUIT TO SURFACE.
 2. 12" FROM TOP OF CONDUIT TO METALLIC WARNING TAPE PLACED ABOVE.
 3. REPAIR SIDEWALKS AND DRIVEWAYS WITH SAME MATERIALS AS EXISTING.

APPROVED _____ PUBLIC IMPROVEMENTS COMMISSION
CHECKED FOR GENERAL DESIGN AND CONFORMITY TO CITY STANDARDS _____
COMMISSIONER OF PUBLIC WORKS _____ DEPT. ENGINEER _____ PUBLIC WORKS DEPARTMENT _____

DATE	APPROVED	REVISION

1" = 20 FEET
0 20 40 60 80

UNDERGROUND SERVICE ALERT
1-888-813-3473
CALL BEFORE YOU DIG
TO AVOID NOTICE REQUIRED

PA	PROPERTY LINE
SP	EDGE OF PAVEMENT
○	PROPOSED MANHOLE
○	PROPOSED CONDUIT
○	AS-BUILT CONDUIT

△	PK. TAIL
○	PARKING METER
○	DOUBLE PARKING METER
○	MANHOLE CAP RAMP
○	STONE BOUND
○	MANHOLE
○	STUMP

○	TRAFFIC SIGNAL
○	TRAFFIC BOX
○	UNKNOWN MH
○	GAS GATE
○	UNKNOWN GATE
○	TRICE
○	BUSH

○	SEWER MH
○	DRAIN MH
○	CATCH BASIN
○	INLET CATCH BASIN
○	TELEPHONE MH
○	STEAM MH
○	CABLE TV MH

○	JOINT OWNED POLE
○	SOLE OWNED ELEC POLE
○	SOLE OWNED TEL POLE
○	LIQUID POLE
○	ELECTRIC MH
○	TRANSFORMER
○	SIGN POLE

○	8" WATER PIPE
○	8" SEWER PIPE
○	8" DRAIN PIPE
○	8" TELEPHONE PIPE
○	8" ELECTRIC PIPE
○	8" CATH. PIPE
○	8" GAS PIPE
○	8" STEAM PIPE

NOTES:	
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES AND SHOWN IN THIS PLAN ARE APPROXIMATE. ONLY THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES BEFORE BEGINNING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PROTECT ANY AND ALL UNDERGROUND UTILITIES. ALL WORK SHALL BE MADE AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS TO CONTACT THE CITY 72 HOURS PRIOR TO ANY EXCAVATION.	

PREPARED FOR
lighttower
CITY OF NARRAGANSETT
PROPOSED BY
GUERRERO
CITY OF NARRAGANSETT

PROPOSED PLAN	
LOCATION	100 NORTH MAIN ST NARRAGANSETT, RI
DRAWN BY	DS
DATE	MAY 01, 2018
SCALE	1" = 20'
SHEET	1 OF 1



**TRAFFIC MANAGEMENT PLANS
FOR
PROPOSED CONDUIT INSTALLATION
AT
190 NORTH MAIN ST
IN
NATICK, MA**

INDEX OF DRAWING

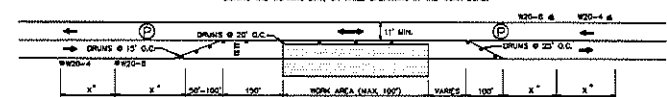
SHT NO.	DESCRIPTION
01	TRAFFIC MANAGEMENT PLANS
02	TRAFFIC MANAGEMENT DETAILS

PREPARED BY:

GUERRERO
UTILITIES LAYOUT

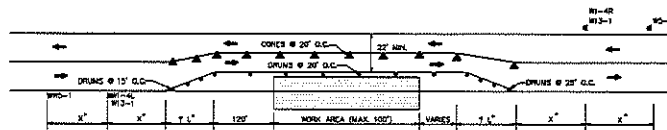
OPERATIONAL SIGNING

LANE CLOSURES SHOWN ARE FOR TEMPORARY CONSTRUCTION. ALL SIGNS AND SPACING ARE SHOWN AS THEY SHOULD APPEAR DURING THE WORKING DAY, OR WHILE OPERATING IN THE WORK ZONE.



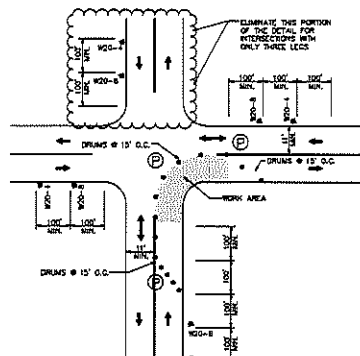
TYPICAL TWO WAY STREET LANE CLOSURE

NOT TO SCALE



TYPICAL TWO WAY STREET LANE SHIFT

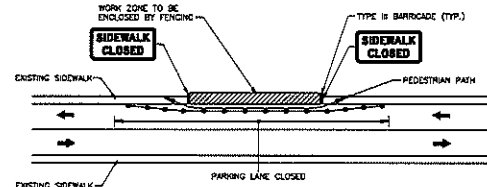
NOT TO SCALE



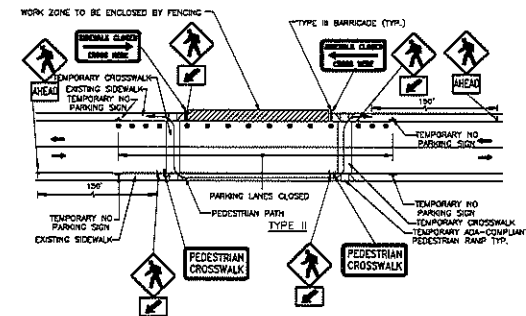
ONE LANE BI-DIRECTIONAL TRAFFIC AT INTERSECTIONS

NOT TO SCALE

NOTE: 1. ADVANCE WARNING SIGN PLACEMENT TO BE ADJUSTED AS NECESSARY.

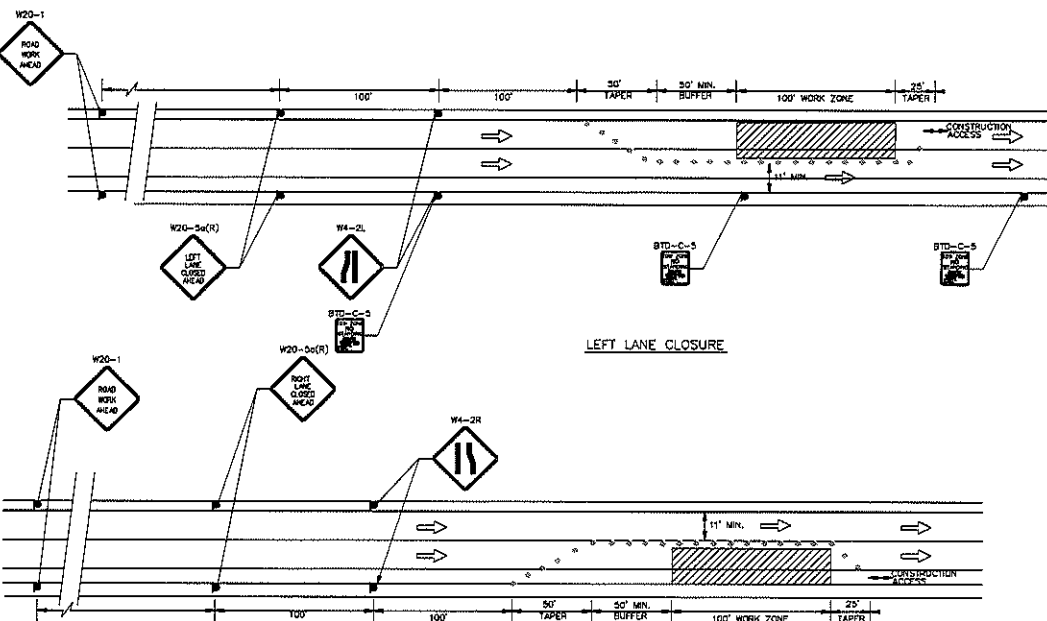


TYPE I

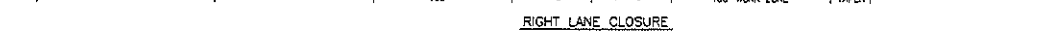


TYPICAL CONSTRUCTION PATTERN AND CONSTRUCTION SIGNING FOR SIDEWALK CLOSURE

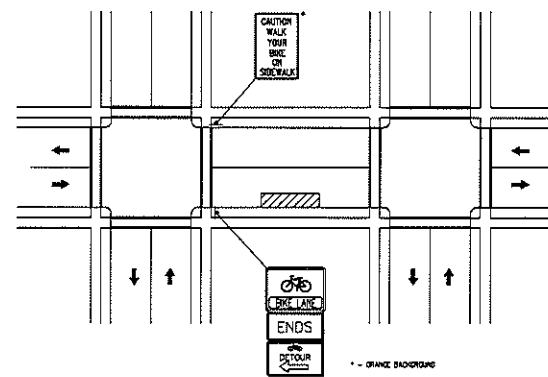
NOT TO SCALE



LEFT LANE CLOSURE



RIGHT LANE CLOSURE



TYPICAL CONSTRUCTION PATTERN AND CONSTRUCTION SIGNING FOR BIKE LANE

NOT TO SCALE

TRUCK		POLICE/FLAGGED		LEGEND		TRAFFIC MANAGEMENT DETAILS	
EXISTING TRAFFIC FLOW		PROPOSED TRAFFIC FLOW		TRAFFIC SIGNAL		DATE	
TRAFFIC DRUM		TRAFFIC CONE		TRAFFIC SIGNAL BOX		APPROVED	
WORK AREA		HANDICAP RAMP		DRY RAIL		REVISION	
		STONE BOUND		PARKING METER			
		HANDHOLE		DOUBLE PARKING METER			
		STUMP		UNKNOWN NH			
				CATCH BASIN			
				INLET CATCH BASIN			
				TELEPHONE NH			
				STEAM NH			
				CABLE TV NH			
				WATER VALVE			
				WATER GATE			
				WATER NH			
				WATER METER			
				JOINT OWNED POLE			
				SOLE OWNED ELEC. POLE			
				SOLE OWNED TEL. POLE			
				LIGHT POLE			
				ELECTRIC NH			
				TRANSFORMER			
				SIGN POLE			
				WATER PIPE			
				SEWER PIPE			
				DRAIN PIPE			
				TELEPHONE PIPE			
				ELECTRIC PIPE			
				CATV PIPE			
				GAS PIPE			
				STEAM PIPE			

NOTE:

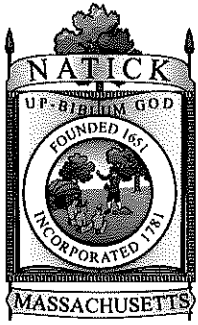
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY AN APPROXIMATE 30' ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL OBTAIN THE EXACT LOCATIONS OF ALL EXISTING UTILITIES BEFORE BEGINNING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PROTECT ANY AND ALL UTILITIES AT THE CONTRACTOR'S RISK. THE CONTRACTOR IS TO MAINTAIN THE 12' HOUR PRIOR TO ANY LOCATION.

TRAFFIC MANAGEMENT DETAILS

lighttower
fiber networks

GUERRERO
CONSTRUCTION

DATE		APPROVED		REVISION	



TOWN OF NATICK MASSACHUSETTS

JEREMY T. MARSETTE, P.E.
DIRECTOR

WILLIAM E. MCDOWELL, P.E.
TOWN ENGINEER

July 23, 2018

Amy Mistrot, Chairperson
Natick Board of Selectmen
13 East Central Street
Natick, MA 01760

Re: Lightower Fiber Networks – Grant of Location 190 North Main Street

Madame Chairperson & Members of the Board:

Lightower Fiber Networks has requested a Grant of Location to install approximately 23 feet of 4" diameter PVC conduit in North Main Street in front of the property located at 190 North Main Street. The purpose of the conduit is to transmit fiber communications cabling from the overhead lines to Suburban Cardiology, the business located at that address.

The Engineering Division has reviewed the proposed location and notes that the existing utilities are generally represented in their present locations in relation to the proposed excavation on the sketch plan accompanying the request. The conduit could be installed without affecting these utilities. The new conduit would run along the westerly side of the road, behind the curbing, as represented on the sketch.

The Engineering Division does not have any objection to the Grant of Location as requested. The Applicant is responsible for obtaining all applicable permits prior to the start of any construction.

Sincerely,

William E. McDowell, P.E.
Town Engineer

cc: Director of Public Works

ITEM TITLE: Public Hearing: Change of Address from 10 Border Road to 19 Winslow Road

ITEM SUMMARY: CONTINUE PUBLIC HEARING TO OCTOBER 1, 2018

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	7/27/2018	Cover Memo
Safety Committee Recommendations	7/27/2018	Cover Memo
Request to Continue Public Hearing to October 1, 2018	7/27/2018	Cover Memo



COMMUNITY
NEWSPAPER
COMPANY

GateHouse Media New England

**Community Newspaper Co. – Legal
Advertising Proof**

15 Pacella Park Drive, Randolph, MA 02368
I 800-624-7355 phone I 781-961-3045 fax

Order Number: CN13709793

Salesperson: Deborah Dillon

Patricia O'Neil
Natick Board Of Selectmen
13 East Central St
Natick, MA 01760-4629

Title:	MetroWest Daily News Legals	Class:
Start date:	7/20/2018 7/20/2018	Stop date:
Insertions:	1 23 ag	#Lines:
Price:	\$27.54	

Payment Information

Receipt#
Pmt. Type:
CC. Number: **CC. Exp.:**
Invoice Total: \$27.54

10 BORDER ROAD - CHANGE TO 19 WINSLOW ROAD

LEGAL NOTICE
PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK

CHANGE OF ADDRESS

The Board of Selectmen will conduct a public hearing on Monday, August 6, 2018, 7:00 p.m., Natick Town Hall, Edward H. Dlott Meeting Room, 13 East Central Street, Natick, MA regarding a change of address from 10 Border Road to 19 Winslow Road.

Anyone interested in commenting on this matter is asked to attend the above mentioned hearing.

Michael J. Hickey, Jr., Clerk

AD#13709793
MWDN 7/20/18




TOWN OF NATICK

SAFETY COMMITTEE RECOMMENDATIONS

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 30A, SECTIONS 23A-23C

NATICK POLICE DEPARTMENT SAFETY COMMITTEE JANUARY – MAY 2018

AGENDA ITEM	RECOMMENDATION	DATE
Request to erect MUTCD STOP bar, STOP Sign and stenciled STOP on Jefferson Street at Lincoln Street Extension.	Committee VOTED to recommend to Board of Selectmen to erect MUTCD approved STOP Bar, STOP Sign and stenciled STOP on Jefferson Street at Lincoln Street Extension.	January 30, 2018
Request to erect MUTCD STOP bar, STOP Sign and stenciled STOP on Rockland Street at Everett Street.	Committee VOTED to recommend to Board of Selectmen to erect MUTCD approved STOP Bar, STOP Sign and stenciled STOP on Rockland Street at Everett Street.	January 30, 2018
Request to add a parking restriction with proper signage.	Committee VOTED to recommend to Board of Selectmen Committee to add a parking restriction to the Traffic Rules & Orders to restrict parking on Tech Circle on North side, in front of # 4 Tech Circle (Accept Education Collaborative), between utility pole numbers 3 and 584/2 so that the loading dock at #7 Tech Circle (Genelec) can be accessed.	January 30, 2018
Request to erect "HIDDEN DRIVEWAY" sign on west bound side of Commonwealth Road (Rte 30) at Natick town Line.	Committee VOTED to recommend to Board of Selectmen to erect "HIDDEN DRIVEWAY" sign on west bound side of Commonwealth Road at Natick town line.	March 27, 2018

AGENDA ITEM	RECOMMENDATION	DATE
Request for address change from 10 Border Road to 19 Winslow Road.	Committee VOTED to recommend to Board of Selectmen to hold a public hearing to change address of 10 Border Road to 19 Winslow Road.	May 2, 2018 
Request to erect a MUTCD compliant “HIDDEN DRIVEWAY” sign on southbound side of Farwell Street prior to the driveway of address located at 36 Rockland Street.	Committee VOTED to recommend to Board of Selectmen to erect a “HIDDEN DRIVEWAY” sign on southbound side of Farwell Street prior to driveway of 36 Rockland Street in an appropriate location.	May 2, 2018
Request to erect “NO PARKING HERE TO CORNER” on both sides of Arrow Path from center island to Union Street.	Committee VOTED to recommend to Board of Selectmen to Request to erect “NO PARKING HERE TO CORNER” on both sides of Arrow Path from center island to Union Street.	May 2, 2018

TOWN OF NATICK

NATICK, MASSACHUSETTS 01760



POLICE DEPARTMENT

James G. Hicks, Chief of Police

20 East Central Street

Natick, MA 01760

Phone: 508-647-9511

Fax: 508-647-9509

Interoffice Memorandum

Date: July 25, 2018

To: Amy Mistrot, Chair, Board of Selectmen



From: James G. Hicks, Chief of Police

RE: Public Hearing 10 Border Road

At this time the Safety Committee would like to request a continuance for the Public Hearing Recommended for a change of address from 10 Border Road to 19 Winslow Road. This request was brought before the Board of Selectmen on July 9, 2018. The Safety Committee will revisit at their September meeting for reconsideration. This is at the request of the new home owner that is in process of purchase.

Sincerely,

A handwritten signature in blue ink, appearing to read "James G. Hicks".

James G. Hicks
Chief of Police

ITEM TITLE: Public Hearing: Application for a S12 Wine and Malt Beverage Restaurant License-Chipotle Mexican Grille of Colorado, LLC

ITEM SUMMARY: ALCOHOL LICENSE APPLICATION WITHDRAWN

ATTACHMENTS:

Description	Upload Date	Type
Application	7/18/2018	Cover Memo
Police Recommendation	7/18/2018	Cover Memo

McDERMOTT
QUILTY &
MILLER LLP

28 STATE STREET, SUITE 802
BOSTON, MA 02109

June 22, 2018

VIA FEDEX OVERNIGHT DELIVERY

Board of Selectmen
Natick Town Hall, 2nd floor
13 East Central Street
Natick, MA 01760
Attn: Donna Donovan

**Re: New C.V. 7-Day Wine and Malt Beverages License Application
Chipotle Mexican Grill of Colorado, LLC
219 N. Main Street, Natick, MA 01760**

RECEIVED

JUN 25 2018

BOARD OF SELECTMEN
NATICK, MA

Dear Ms. Donovan:

This office represents Chipotle Mexican Grill of Colorado, LLC (the "Applicant") in its application for a New C.V. 7-Day Wine and Malt Beverages License to be exercised at 219 N. Main Street, Natick, MA 01760 (the "Premises"). The Applicant was recently approved for a Common Victualler license in the same location. Enclosed please find **two (2) sets** of the following application materials and copies of the supplemental documents regarding the above-referenced matter:

- 1) Monetary Transmittal Form
- 2) ABCC Application for New C.V. 7-Day Wine and Malt Beverages License Application
- 3) Articles of Organization
- 4) Corporate Structure Chart
- 5) Floor Plan
- 6) Vote of the LLC
- 7) Proof of Citizenship for Proposed Manager of Record
- 8) ABCC Criminal Record Form for Proposed Manager of Record
- 9) ABCC Criminal Record Forms for Officers
- 10) Beneficial Interest Forms for Officers and Parent Company
- 11) Lease Agreement
- 12) Financial Statement- Form 10K

Also enclosed please find a check made payable to the City of Natick for Two Hundred Fifty Dollars and 00/100 (\$250.00) and a receipt providing for payment of Two Hundred Dollars and 00/100 (\$200.00) to the Alcoholic Beverages Control Commission.

We respectfully request that this matter be placed on your agenda for your most recent upcoming hearing.

Thank you. Please do not hesitate to contact our office with any questions or requests for additional information.

Sincerely,

A handwritten signature in dark ink, appearing to read 'SVM' followed by a circled monogram or initials.

Stephen V. Miller, Esq.

SVM/rm
Enclosures



1401 WYNKOOP STREET
SUITE 500
DENVER, CO 80202

FOR PAYMENT INQUIRIES CALL
614-318-2400

No. 58025

DATE 11-Jun-2018

VENDOR NAME TOWN OF NATICK

VENDOR NO. 102831

INVOICE NO.
2987/06081814249

INVOICE DATE
8-Jun-18

DESCRIPTION

WB:Liquor License Application Fee

DISCOUNT AMOUNT
0.00

NET AMOUNT

250.00

250.00

Thank You

PLEASE DETACH AND RETAIN THIS STATEMENT AS YOUR RECORD OF PAYMENT.

THIS CHECK CONTAINS SAFETY FRONT AND BACK. DO NOT CASH UNLESS YOU CAN SEE THE WORD "SAFE" WHEN HOLDING AT AN ANGLE.



1401 WYNKOOP STREET
SUITE 500
DENVER, CO 80202

JPMorgan Chase Bank, N.A.
Columbus, Ohio
55-1544 / 441

No. 58025

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
11-Jun-2018	58025	\$ **250.00

PAY

Two Hundred Fifty Dollars And Zero Cents*****

Void after 180 days

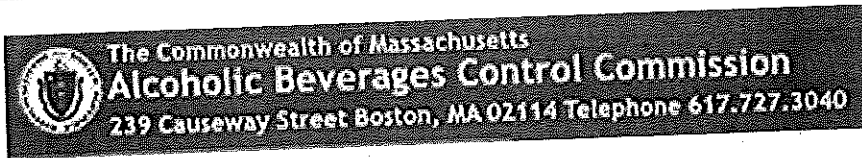
TO
THE
ORDER
OF

TOWN OF NATICK
13 E CENTRAL ST
NATICK, MA 01760
United States

Jack Hartung

58025 0441154430

693194300

**To pay your bill online:**

1. Enter Your Account Number
2. Select the payment type and enter a payment amount - [Please click here for our ACH FAQ](#)
3. Select the payment type and enter a payment amount
4. Confirm your entries
5. On approval, write down the Confirmation Number for future reference

[Privacy Statement](#)

**Your Payment Has Been Approved**

Customer Name Chipotle Mexican Grill

License Type Retail License Filing Fee

Method Of Payment Checking

Bank Account Number ****0591

Your Confirmation Number Is 173005.

[Exit](#)

[Make Another Payment](#)

[Print](#)

Monetary Transmittal Form



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

**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

N/A

IF USED EPAY, CONFIRMATION NUMBER

173005

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

N/A

LICENSEE NAME

Chipotle Mexican Grill of Colorado, LLC

ADDRESS

219 N. Main Street

CITY/TOWN

Natick

STATE

MA

ZIP CODE

01760

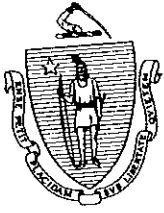
TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <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 | | | |

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

**ABCC Application for New
C.V. 7-Day Wine and Malt
Beverages License
Application**



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

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

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

1. NAME OF PROPOSED LICENSEE (Business Contact)

Chipotle Mexican Grill of Colorado, 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 applying for a new license, are you applying for this license pursuant to special legislation?

☐ Yes ☒ No

Chapter

Acts of

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

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

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

Natick, MA

TYPE

\$12 Restaurant

CATEGORY

Wines and Malt Beverages

On/Off-Premises

On-Premises

CLASS

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: Stephen

Middle: V.

Last Name: Miller, Esq.

Title: Attorney

Primary Phone: 617-946-4600

Email: smiller@mqmlp.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 license 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
Matthew Ells	LLC Manager	0	Please see attachment
Jonathan Hartung	LLC Manager	0	Please see attachment

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
Chipotle Mexican Grill, Inc.	Stockholder	100	Please see attached.

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	2,301	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

Landlord Address

Lease Beginning Term

Lease Ending Term

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: Chipotle Mexican Grill of Colorado, LLC
FEIN: 84-1485992
DBA: Chipotle
Fax Number: N/A
Primary Phone: 303-222-2524
Email: wbenet@chipotle.com
Alternative Phone: N/A
Legal Structure of Entity: LLC

Business Address (Corporate Headquarters)

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

Street Number: 1401
Street Name: Wynkoop Street, Suite 500
City/Town: Denver
State: CO
Zip Code: 80202
Country: United States of America

Mailing Address

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

Street Number: 1401
Street Name: Wynkoop Street, Suite 500
City/Town: Denver
State: CO
Zip Code: 80202
Country: United States of America

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

Colorado

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
Please see attached.	\$12 On Premises	Please see attached.	Please see attached.

Prior Disciplinary Action:

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

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

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 First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

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

If yes, attach an affidavit that lists your convictions with an explanation for each

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

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

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

If yes, percentage of interest

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

- | | |
|---|--|
| <input type="checkbox"/> Officer | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Stockholder | <input type="checkbox"/> LLC Manager |
| <input 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

Employment Information of Proposed Manager

Please provide your employment history for the past 10 years

Date(s)	Position	Employer	Address	Phone
9/2010- Present	Crew, Apprentice, Manager	Chipotle Mexican Grill	237 Boston Post Rd, W Marlborough, MA	(508) 480-84
11/2012-9/2013	Barista	Starbucks	23 S Bolton St, Marlborough, MA 01752	(508) 486-97

Prior Disciplinary Action of Proposed Manager

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

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

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	\$759,992.56
D. Purchase Price of Inventory	0
E. Initial Start-Up Costs	0
F. Other (Please specify)	0
G. Total Cost (Add lines A-F)	\$759,992.56

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
Chipotle Mexican Grill	\$759,992.56
Total:	\$759,992.56

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	N/A	N/A	N/A
Total:			N/A

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: N/A

Does the lender have a beneficial interest in this license? ☐ Yes ☐ No

Does the lease require a pledge of this license? ☐ Yes ☐ No

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

In all of said premises: on first floor, dining area, kitchen, bathrooms, and office, with seating for 49 (+/- 2301 SF). Seasonal patio (April -October) with seating for 12. Total seating for 61.

APPLICANT'S STATEMENT

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

of Chipotle Mexican Grill of Colorado, LLC, hereby submit this application for a C.V. 7 Day All Alcoholic Beverages License
Name of the Entity/Corporation Transaction(s) you are applying for

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

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

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

Signature:

[Signature]

Date:

2/22/18

Title:

LLC Manager

Articles of Organization



William Francis Galvin
Secretary of the Commonwealth of Massachusetts

Corporations Division

Business Entity Summary

[Request certificate](#)[New search](#)

ID Number: 000933575

Summary for: **CHIPOTLE MEXICAN GRILL OF COLORADO, LLC**

The exact name of the Foreign Limited Liability Company (LLC): **CHIPOTLE MEXICAN GRILL OF COLORADO, LLC**

Entity type: Foreign Limited Liability Company (LLC)

Identification Number: 000933575

Date of Registration in Massachusetts:
09-19-2006

Last date certain:

Organized under the laws of: State: CO Country: USA on: 01-05-1999

The location of the Principal Office:

Address: 1401 WYNKOOP ST., STE 500
City or town, State, Zip code, DENVER, CO 80202 USA
Country:

The location of the Massachusetts office, if any:

Address:
City or town, State, Zip code,
Country:

The name and address of the Resident Agent:

Name: NATIONAL REGISTERED AGENTS, INC.
Address: 155 FEDERAL STREET, SUITE 700
City or town, State, Zip code, BOSTON, MA 02110 USA
Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	M. STEVE ELLS	1401 WYNKOOP ST. STE. 500 DENVER, CO 80202 USA
MANAGER	JOHN R HARTUNG	1401 WYNKOOP ST. STE. 500 DENVER, CO 80202 USA

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:

12/21/2017

Title	Individual name	Address
REAL PROPERTY	M. STEVEN ELLS	1401 WYNKOOP ST., STE 500 DENVER, CO 80202 USA

☐ Consent ☐ Confidential Data ☐ Merger Allowed ☐ Manufacturing

View filings for this business entity:

ALL FILINGS

Annual Report

Annual Report - Professional

Application For Registration

Certificate of Amendment

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

Corporate Structure Chart

Organizational Chart for Chipotle Mexican Grill of Colorado, LLC

Chipotle Mexican Grill, Inc.
A Delaware Corporation
Sole Member (Parent Company)
FEIN: 84-1219301

Officers:
M. Steven Ells: Chief Executive Officer & Chairman of the Board of Directors
1401 Wynkoop St., #500, Denver, CO 80202

John Hartung: Chief Financial Officer
1401 Wynkoop St., #500, Denver, CO 80202

CHIPOTLE MEXICAN GRILL, INC is a publicly traded company on the NYSE
under the symbol "CMG" since January 26, 2006



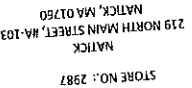
Chipotle Mexican Grill of Colorado, LLC (Licensee)
Massachusetts LLC established in 2006
FEIN: 84-1485992

Managers:
M. Steven Ells: 1401 Wynkoop St., #500, Denver, CO 80202
John Hartung: 1401 Wynkoop St., #500, Denver, CO 80202

Floor Plan

Pastor: Brockner
 1111 1st St. N.
 St. Paul, Minn. 55102
 (612) 291-1231

1. REFER TO SHEET A333 FOR EQUIPMENT LIST AND TYPICAL SCHEDULE.
2. ALL DIMENSIONS ARE TO FACE OF FRAMING. FACE OF EQUIPMENT ON CENTERLINE OF EQUIPMENT UNLESS NOTED OTHERWISE.
3. ALL FURNITURE TO BE SQUARE/PARALLEL TO SPAN/CHORD WALLS AS SHOWN ON PLANS.



STORE NO.: 2987

NAME _____
 ADDRESS _____
 CITY _____
 STATE _____
 ZIP _____

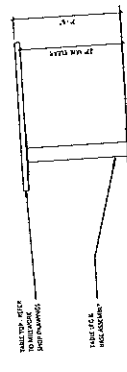
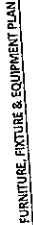
UNLINED PAPER
 14 LINES
 11 PAGES

DATE _____
 TIME _____
 BY _____

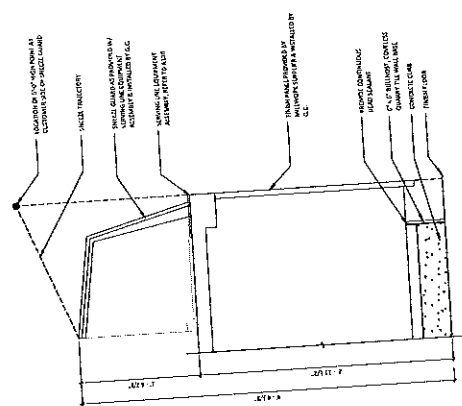
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**FIXTURES, FURNITURE &
EQUIPMENT PLAN**

A130



DETAIL @ ACCESSIBLE TABLE



DETAIL @ SERVELINE SNEEZE GUARD
100-145

Vote of the LLC

CHIPOTLE MEXICAN GRILL OF COLORADO, LLC.
D/B/A CHIPOTLE

CERTIFICATE OF VOTE

May 31, 2018

At a meeting of the LLC Managers of Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle (the "Company") with a principal place of business located at 1401 Wynkoop Street, Suite 500, Denver, CO 80202, it was duly voted as follows:


"VOTED: That the Company apply to the Natick Board of Selectmen for a New C.V. 7-Day Malt and Wine Beverages License to be exercised at the premises located at 219 N. Main Street, Natick, MA 01760."

"VOTED: To authorize Matthew Ells to sign the application for the license in the name of Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle, and to execute on the company's behalf any necessary papers and do all things required relative to the granting of the application."

"VOTED: To appoint Deanna Bigwood of Clinton, MA as its Manager of Record, with as full authority and control of the premises described therein relative to alcoholic beverages as the licensee itself could in any way have and exercise if it were a natural person resident in the Commonwealth of Massachusetts and that a copy of this vote duly certified by a Manager of the LLC and delivered to said manager or principal representative shall constitute the written authority required by M.G.L. c. 138 § 26."

It is hereby certified that all the LLC Managers of Chipotle Mexican Grill of Colorado, LLC, a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, are citizens of the United States and a majority are residents of the Commonwealth of Massachusetts.

This limited liability company has NOT been dissolved.



Name: Matthew Ells
Its: LLC Manager
Duly Authorized

Proof of Citizenship for Proposed Manager of Record

CERTIFICATE OF VITAL RECORD

VERIFY PRESENCE OF WATERMARK

HOLD TO LIGHT TO VIEW

The Commonwealth of Massachusetts CITY OF WORCESTER

CT 1336795

CERTIFICATE OF BIRTH

REGISTERED NUMBER: 118

CHILD

Name: DEANNA ASHLEY BIGWOOD
Date of Birth: JANUARY 31, 1992 Time: 6:42 PM
Sex: FEMALE
Plurality: SINGLE
Place of Birth: WORCESTER, MA Birth Order: -

MOTHER

Name: MICHELLE MARIE PALARDY
Maiden surname: PALARDY
Birthplace: BOSTON, MASSACHUSETTS
Residence: MARLBOROUGH, MA Date of BIRTH: JUNE 17, 1971

FATHER

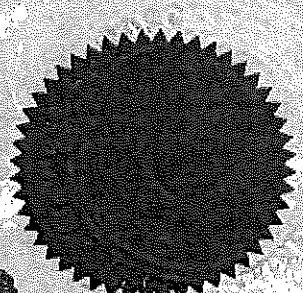
Name: GUY LAWRENCE BIGWOOD
Birthplace: WORCESTER, MASSACHUSETTS
Date of BIRTH: OCTOBER 17, 1960

Date of RECORD: FEBRUARY 14, 1992

I, the undersigned, hereby certify that I am the City Clerk of the City of Worcester;
that as such I have custody of the records of births required by law to be kept in my office;
I do hereby certify that the above is a true copy from said records.

WITNESS my hand and the SEAL of the CITY OF WORCESTER:
AUGUST 10, 2017.

Susan M. Ledoux
SUSAN M. LEDOUX
CITY CLERK



VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

ILLEGAL TO ALTER OR REPRODUCE

ABCC Criminal Record Form for Proposed Manager of Record



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:
(OF EXISTING LICENSEE)

LICENSEE NAME: Chipotle Mexican Grill of Colorado, LLC

CITY/TOWN: Natick, MA

APPLICANT INFORMATION

LAST NAME: Bigwood

FIRST NAME: Deanna

MIDDLE NAME: Ashley

MAIDEN NAME OR ALIAS (IF APPLICABLE):

PLACE OF BIRTH: Worcester, MA

DATE OF BIRTH: 01/31/1992

SSN:

ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: Michelle Marie Palardy

DRIVER'S LICENSE #:

STATE LIC. ISSUED: Massachusetts

GENDER: FEMALE

HEIGHT: 5

2

WEIGHT: 145

EYE COLOR: Green

CURRENT ADDRESS: 13 Spruce Street

CITY/TOWN: Clinton

STATE: MA

ZIP: 01510

FORMER ADDRESS: 1152 Pleasant Street

CITY/TOWN: Worcester

STATE: MA

ZIP: 01602

PRINT AND SIGN

PRINTED NAME:

DEANNA BIGWOOD

APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this

6/20/18

before me, the undersigned notary public, personally appeared

Deanna A. Bigwood

(name of document signer), proved to me through satisfactory evidence of identification, which were

Driver's license

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Clarisa Berio

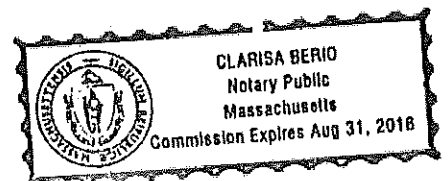
NOTARY

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI AUTHORIZED EMPLOYEE

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity 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) 640-4816.



ABCC Criminal Record Forms for Officers



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. 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: N/A LICENSEE NAME: Chipotle Mexican Grill of Colorado, LLC CITY/TOWN: Natick, MA

APPLICANT INFORMATION

LAST NAME: Ellis FIRST NAME: Matthew MIDDLE NAME: Steven

MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Indianapolis, IN

DATE OF BIRTH: 09/12/1965 SSN: [REDACTED] ID THEFT INDEX PIN (IF APPLICABLE): N/A

MOTHER'S MAIDEN NAME: Barbara Jeanne Tutschek DRIVER'S LICENSE #: [REDACTED] STATE LIC. ISSUED: New York

GENDER: MALE HEIGHT: 5 11 WEIGHT: 160 EYE COLOR: Blue

CURRENT ADDRESS: 40 Fifth Avenue STATE: NY ZIP: 10011

CITY/TOWN: New York

FORMER ADDRESS: N/A STATE: N/A ZIP: N/A

CITY/TOWN: N/A

PRINT AND SIGN

PRINTED NAME: M. Steven Ellis APPLICANT/EMPLOYEE SIGNATURE: [Signature]

NOTARY INFORMATION

On this 8th day of February, 2016, before me, the undersigned notary public, personally appeared M. Steven Ellis

(name of document signer), proved to me through satisfactory evidence of identification, which were Drivers License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature]
NOTARY

EMILY PIERCE
Notary Public
State of Colorado
Notary ID # 20174030729
My Commission Expires 07-21-2021

DIVISION USE ONLY

REQUESTED BY: [Signature]
The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity 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) 660-4814.



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER:
(IF EXISTING LICENSEE)

N/A

LICENSEE NAME: Chipotle Mexican Grill of Colorado, LLC.

CITY/TOWN: Natick, MA

APPLICANT INFORMATION

LAST NAME: Hartung

FIRST NAME: John

MIDDLE NAME: Robert

MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A

PLACE OF BIRTH: Chicago, IL

DATE OF BIRTH: 09/02/1957

SSN: [REDACTED]

THEFT INDEX PIN (IF APPLICABLE): N/A

MOTHER'S MAIDEN NAME: Loretta Margaret Hurley

DRIVER'S LICENSE # [REDACTED]

STATE LIC. ISSUED: Illinois

GENDER: MALE

HEIGHT: 5

7

WEIGHT: 155

EYE COLOR: Brown

CURRENT ADDRESS: 1821 Auburn Avenue

CITY/TOWN: Naperville

STATE: IL

ZIP: 60565

FORMER ADDRESS: N/A

CITY/TOWN: N/A

STATE: N/A

ZIP: N/A

PRINT AND SIGN

PRINTED NAME:

John R. Hartung

APPLICANT/EMPLOYEE SIGNATURE:

[Signature]

NOTARY INFORMATION

On this 22nd day of Feb, 2018 before me, the undersigned notary public, personally appeared

Matthew Steven Ellis

(name of document signer), proved to me through satisfactory evidence of identification, which were

Driver's License

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature]
NOTARY

MARY KATHERINE ELOE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164018388
MY COMMISSION EXPIRES APRIL 24, 2019

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE BY CORI AUTHORIZED EMPLOYEE

The OCR Identify Trait Index PIN Number is to be completed by those applicants that have been issued an Identify Trait PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 690-4424.

Beneficial Interest Forms for Officers and Parent Company

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	Middle Name	Last Name	Suffix
	Matthew	Steven	Ells	
Title	Social Security Number		Date of Birth	
Member of the Board of Entity			09/12/1965	
Primary Phone:	(303) 595-4000		Email: licensing@chipotle.com	
Mobile Phone:			Fax Number	
Alternative Phone:				

Business Address

Street Number:	Street Name:
1401	Wynkoop Street, Suite 500
City/Town:	State:
Denver	CO
Zip Code:	Country:
80202	United States of America

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"/> Stockholder
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other

Citizenship / Residency Information

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

Criminal History

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

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.

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
Chipotle Mexican Grill, Inc.	84-1219301

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
Please see attached.	§12 On Premises	Please see attached.	Please see attached.

Familial Beneficial Interest

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

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

Prior Disciplinary Action

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

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

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	John	Middle Name	Robert	Last Name	Hartung	Suffix	<input type="text"/>
Title	Member of the Board of Entity			Social Security Number	<input type="text"/>			Date of Birth	09/2/1957
Primary Phone:	(303) 595-4000			Email:	licensing@chipotle.com				
Mobile Phone:	<input type="text"/>			Fax Number	<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	1401	Street Name:	Wynkoop Street, Suite 500		
City/Town:	Denver	State:	CO		
Zip Code:	80202	Country:	United States of America		

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"/> Stockholder
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<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 type="radio"/> Yes <input checked="" 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.
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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.

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
Chipotle Mexican Grill, Inc.	84-1219301

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
Please see attached	Please see attached	Please see attached	Please see attached

Familial Beneficial Interest

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

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

Prior Disciplinary Action

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

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

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:	Chipotle Mexican Grill, Inc.	FEIN:	84-1219301
Primary Phone:	303-222-2524	Fax Number:	N/A
Alternative Phone:	N/A	Email:	licensing@chipotle.com

Business Address

Street Number:	1401	Street Name:	Wynkoop Street, Suite 500
City/Town:	Denver	State:	CO
Zip Code:	80202	Country:	United States of America

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:	

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.

100%

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
N/A	N/A

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
Please see attached.	Please see attached.	Please see attached.	Please see attached.

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
N/A	N/A	N/A	N/A	N/A

Other Beneficial Interests of Licensee, Parent Company, and Officers

Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle

License Number	Store Street	Site Street City Name	Site Street State Code	Site Street Zip
LIQL/68000059/870/	616 Fellsway	Medford	MA	02155-4959
LIQL/8200022/2016/	301 Great Rd	Bedford	MA	01730-2802
LIQS/109400078/2194	35 Highland Ave	Seekonk	MA	02771-5805
LIQL/7000326/1814/	793 Iyannough Rd Spc N-101B	Hyannis	MA	02601-5027
LIQS/NO NUMBER/1855/	349 State Road	North Dartmouth	MA	02747
LIQS/48200056/1693/	334 Russell St	Hadley	MA	01035-9539
LIQS/125600036/1806/	450 Paradise Rd	Swampscott	MA	01907-1300
LIQL/No # on License/1425/	93 Turnpike St	North Andover	MA	01845-5032
LIQL/144200054/1676/	174 Littleton Rd	Westford	MA	01886-3191
LIQL/52800055/1406/	92 Derby St Ste 100	Hingham	MA	02043-4212
LIQL/115/1250/	300 Needham St Spc 107.2	Newton	MA	02464-1532
LIQL/111600069/1267/	97 Boston Tpke	Shrewsbury	MA	01545-3602
LIQL/LIQ080033/1211/	1 Worcester Rd Unit 523	Framingham	MA	01701-5359
LIQL/91400064/1260/	1415 Boston Providence Tpke	Norwood	MA	02062-8002
LIQS/95600126/1114/	210 Andover St Unit E194A	Peabody	MA	01960-1649
LIQS/143800057/1108/	1 Oak St	Westborough	MA	01581-2655
LIQS/101600040/2654	46 Walkers Brook Drive	Reading	MA	01867
ABCC #04150-RS-0144	500 Westgate Drive, SC 109	Brockton	MA	02301

Summary of Interests in all locations:

Chipotle Mexican Grill of Colorado, LLC: Licensee
 Chipotle Mexican Grill, Inc. (Parent Company): Direct, 100% Interest
 John Hartung (LLC Manager): Indirect, 0% Interest
 Matthew Ellis (LLC Manager): Indirect, 0% Interest

Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), is entered into as of April 11, 2017, ("Effective Date") between 9-27 Natick, LLC, a Massachusetts limited liability company ("Landlord") and Chipotle Mexican Grill of Colorado, LLC, a Colorado limited liability company ("Tenant").

ARTICLE 1 BASIC TERMS

1.1 In all instances, the basic terms set forth in this Section 1.1 are subject to the main body of the Lease.

Estimated Initial Monthly Payment:	Base Rent	\$9,587.50 [\$50.00/square foot/year]
	Estimated Taxes (<u>ARTICLE 12</u>)	\$302.97 [\$1.58/square foot/year]
	Estimated Insurance (<u>ARTICLE 13</u>)	\$28.76 [\$0.15/square foot/year]
	Estimated Common Area Charges (<u>ARTICLE 10</u>)	\$575.25 [\$3.00/square foot/year]
	Total	\$10,494.48 [\$54.73/square foot/year]

Base Rent:	Lease Year	Per Square Foot	Per Month
	1-5	\$50.00	\$9,587.50
	6-10	\$55.00	\$10,546.25
First Extended Term	11-15	\$60.50	\$11,600.88
Second Extended Term	16-20	\$66.55	\$12,760.96

Landlord's Broker:	The Dartmouth Company
Tenant's Broker:	Venture Retail Partners
Landlord's Notice Address:	9-27 Natick LLC c/o Crosspoint Associates, Inc. 300 Third Avenue, Suite 2 Waltham, Massachusetts 02451

with a copy to:

Fellman Kapilian Law, P.C.
54 Jaconnet Street, Suite 300
Newton, Massachusetts 02461
Attention: Ronald Fellman, Esq.

Rent Payment Address: 9-27 Natick LLC
c/o Crosspoint Associates, Inc.
300 Third Avenue, Suite 2
Waltham, Massachusetts 02451

Tenant's Mailing Address: Chipotle Mexican Grill of Colorado, LLC
1401 Wynkoop Street, Suite 500
Denver, CO 80202
Attn: Lease Administration, Store No. 20-2987
(303) 605-1013
cschnell@chipotle.com

with a copy to:

Messner Reeves LLP
1430 Wynkoop Street, Suite 300
Denver, Colorado 80202
Attn: Ellen Seo
(303) 405-4187
eseo@messner.com

Possession Date: Defined in Section 7.1.

Premises: 2,301 square feet approximately as shown on **Exhibit B**

Premises Address: 219 North Main Street, Natick, Massachusetts

Center: The property located at the intersection of Worcester Street
(Route 9) and North Main Street (Route 27) in Natick,
Massachusetts, as more particularly described in Section 2.1.

Rent Commencement Date: The Rent Commencement Date shall be the date which is the
earlier of: (a) one hundred twenty (120) days after the Possession
Date, or (b) the date upon which Tenant opens for business to the
public at the Premises.

Tenant's Proportionate Share: Three and 24/100 percent (3.24%) subject to Section 10.10
below and based on the Center containing 70,632 square feet of
rentable space. Notwithstanding the foregoing to the contrary, at

Landlord's election, certain charges relating to the Building (which may include, without limitation, Building maintenance and casualty insurance for the Building) may be charged solely to the tenants of the Building (including Tenant) in which event (a) Tenant's Proportionate Share for such specified Building related costs shall be based on a fraction, the numerator of which is the area of the Premises and the denominator of which is the area of the Building; and (b) Tenant shall not be responsible for corresponding costs that relate solely to any other building in the Center.

Term: Primary Term: Ten (10) Lease Years, commencing on the Rent Commencement Date.

First Extended Term: Five (5) Lease Years

Second Extended Term: Five (5) Lease Years

Permitted Use: A "Chipotle" restaurant serving specialty burritos and tacos, and other items generally served in a "Chipotle" restaurant including, at Tenant's option, alcoholic beverages, and, subject to Landlord's consent, which shall not be unreasonably withheld, delayed or conditioned, for any other lawful restaurant purpose, which does not conflict with any then in effect exclusive use granted to any other tenant at the Center or with the primary use of any other tenant at the Center or with applicable use restrictions. The current exclusives and use restrictions are set forth in **Exhibit K**.

Exclusive Use: Primarily for the sale of burritos, Mexican wraps, fajitas or tacos, as more particularly described in Section 5.5.

Guarantor: Chipotle Mexican Grill, Inc.

ARTICLE 2 LEASE OF PREMISES

2.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases, demises and lets to Tenant, and Tenant hereby leases, hires and takes from Landlord the Premises, consisting of a portion of the building (the "**Building**") located in the County of Middlesex, Commonwealth of Massachusetts, in the Center and situated on the real property owned or controlled by Landlord, which real property is legally described on **Exhibit A-1** attached hereto and incorporated herein by reference and outlined on **Exhibit A**. Landlord represents that the legal description attached as **Exhibit A-1** substantially describes the Center as outlined on **Exhibit A**. The site plan for the Center is shown on **Exhibit A** attached hereto. The anticipated dimensions of the Premises are shown on **Exhibit B** attached hereto, and Landlord shall confirm the accuracy of the dimensions of the Premises as shown on such **Exhibit B**. Landlord and Tenant each shall have the right to have the Premises remeasured on or prior to the Possession

Date. If such remeasurement accurately discloses that the size of the Premises is greater or less than the amount stated herein, the Base Rent, Tenant's Proportionate Share and the Tenant Improvement Allowance shall be recalculated accordingly; provided, however, that in no event shall the Premises be deemed to contain more than 102% of the square footage described in Section 1.1, and in the event that the Premises are determined to contain 98% or less of the approximate square footage described in Section 1.1, Tenant shall have the right to terminate this Lease. Additionally, in the event the dimensions of the Premises differ materially from the dimensions shown on **Exhibit B** (such that the area of the Premises is more than 2% more or less than the area shown on **Exhibit B**) and Tenant re-designs its layout of the Premises due to such difference, Landlord agrees to reimburse Tenant for the reasonable costs associated with any such re-design within ten (10) days following Tenant's demand therefor. The square footage of the Premises shall be calculated from the exterior of outside walls and the center of common walls.

2.2 Superior Documents. Tenant acknowledges that this Lease is subject and subordinate to all matters of record as of the Effective Date including, without limitation, the Agreement between Paul D. Cayer, as Trustee of 881 Worcester St. Trust and William G. Finard, Trustee of FRLP Realty Trust, dated October 18, 1988, recorded in the Middlesex South District Registry of Deeds in Book 19435, Page 412, as modified by the First Amendment to Agreement, dated September 18, 2000, recorded in said Registry at Book 32226, Page 412, and the Agreement relating thereto recorded in said Registry at Book 65545, Page 537 (together with other instruments of record, the "**Superior Documents**"). In the event of a conflict between this Lease and the Superior Documents, the Superior Documents shall control.

2.3 Patio Area Provisions

2.3.1 In addition to the Premises, provided that and so long as Tenant is (a) open and operating its business in all of the Premises in accordance with all of the terms and conditions of this Lease, subject to casualty, condemnation, force majeure and alteration, and (b) has received all applicable governmental permits (if any) relating thereto, Landlord hereby grants to Tenant the license, during the Term of this Lease, to the exclusive use of that certain area directly in front of the Premises and marked as the "**Patio Area**" on **Exhibit A** hereto (the "**Patio Area**") to be used seasonally and weather-permitting (as Tenant shall reasonably determine), as an additional sit-down dining area of the Premises for serving items from Tenant's menu with up to the lesser of (i) the number of seats allowed by law and permits, or (ii) twelve (12) seats (which shall be in addition to the seats located inside the Premises, with the total number of interior and exterior seats not exceeding the lesser of the number of seats allowed by law and permits or up to sixty (60) seats. In all events Tenant shall maintain decorum and reduce commercially unreasonable noise levels from the operation of the Patio Area. All landscaping, tables, umbrellas, chairs and other fixtures, trade fixtures, equipment and personal property to be used in connection with Tenant's permitted business operations in the Patio Area shall be subject to the approval of Landlord, not to be unreasonably withheld, conditioned or delayed; provided, however, Tenant shall be able to reasonably configure the layout of Tenant's personal property within the Patio Area in its sole discretion subject to applicable laws and regulations. If required by applicable code or determined to be necessary per Tenant's Approvals, Landlord shall enclose (or shall allow Tenant to enclose) the Patio Area, in all events at Landlord's sole cost and expense, and Tenant acknowledges that Landlord shall have the right to design the enclosure, bring either railing or other comparable barrier (which shall not include walls or a roof), which shall be subject to Tenant's approval, which

shall not be unreasonably withheld. Without limiting other applicable provisions thereto: (i) Tenant also shall be responsible, at Tenant's cost and expense, for furnishing, maintaining and replacing any and all tables, umbrellas, chairs and other fixtures, trade fixtures and equipment and personal property to be used in connection with Tenant's permitted business operations in the Patio Area, for stacking and otherwise securing the same whenever Tenant is not open for business and for the removal of the same from the Patio Area and storage thereof in a location designated by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed (which location may be in a non-public area of the Premises or an off-site location) whenever the same are not in daily use, *i.e.*, the same shall be stored during those seasons where outdoor seating is not appropriate, and Landlord shall have no responsibility or liability therefor, or for any damage, vandalism, theft, or the like with respect thereof; (ii) Tenant's business operations in or about the Patio Area shall be conducted in compliance with all applicable laws and all governmental rules, regulations, permits and approvals relating thereto; (iii) Tenant and its employees shall abide by any and all reasonable Rules and Regulations (as defined in Section 38.24 hereof) promulgated by Landlord with respect to the foregoing or otherwise relative to Tenant's business operations in and about the Patio Area, including, without limitation, any such Rules and Regulations affecting crowd and noise levels, etc., but such Rules and Regulations shall not prohibit the right to use the Patio Area as set forth herein subject to compliance with the provisions of this Lease (including this Section) and all applicable Laws; (iv) notwithstanding the exterior location of the Patio Area, when the Patio Area is in use, all provisions of this Lease applicable to the Premises shall be applicable to the Patio Area and the Patio Area shall for all purposes hereunder be included and considered to be a portion of the Premises; and (v) Tenant shall not be obligated to pay Base Rent or Rent for Taxes or Common Area Charges based on the area of the Patio Area.

2.3.2 Notwithstanding anything to the contrary contained in this Lease, in the event that Tenant or its operations in the Patio Area fail to comply with Landlord's reasonable Rules and Regulations in Landlord's good faith judgment, or otherwise so fail to comply with the foregoing and all applicable provisions of this Lease, and such failure continues after written notice (which may be written, oral or email, but with respect to any oral or email notification, written notice must be provided in writing to Tenant's notice address set forth in Section 1.1 of this Lease the following business day) for ten (10) days or such shorter period as Landlord may reasonably require if any other tenants in the Center have notified Landlord of the existence of a problem, provided, however, that Tenant is able to reasonably address such issues within such shorter time frame (assuming Tenant diligently and continuously pursues the necessary action), then, in any such event, and without limiting Landlord's other rights and remedies on account of the continuation thereof and the resulting default of Tenant hereunder, Landlord shall have the right to take such steps as Landlord determines to be necessary to remedy such failure, including, without limitation, the right, exercisable by giving written notice (which may be written, oral or email, but with respect to any oral or email notification, written notice must be provided in writing to Tenant's notice address set forth in Section 1.1 of this Lease the following business day) thereof to Tenant, immediately to terminate all of Tenant's rights hereunder to use and occupy the Patio Area, whereupon the Patio Area shall be removed from and cease for all purposes to be part of the Premises and Tenant promptly shall surrender and deliver up possession of the Patio Area to Landlord in accordance with the provisions of this Lease applicable to the delivery thereof upon the expiration of the Term hereof with respect to the Patio Area portion of the Premises; and Tenant

will promptly pay to Landlord on demand all actual, reasonable costs and expenses incurred by Landlord in remedying any such failure which shall be due and payable on demand as additional Rent hereunder; provided, however, that if Tenant promptly has commenced to cure and is diligently pursuing same to completion, Landlord shall not have the ability to exercise its rights under this Section 2.3.2 during such period. In the event of any such termination of Tenant's rights to use the Patio Area and removal of such area from the Premises in accordance with the foregoing shall not affect this Lease insofar as it relates to the remainder of the Premises; and, without limitation, as no Base Rent or other charges attributable to the Patio Area or Tenant's use thereof are imposed thereof by the provisions of this Lease, any such termination of Tenant's rights to use the Patio Area and the removal thereof from the Premises shall not reduce or otherwise affect the Base Rent or other charges and obligations of Tenant pursuant to the provisions of this Lease.

2.4 Liquor License and Sale of Liquor

2.4.1 Liquor License. Tenant shall be permitted to sell beer, wine, liquor and other alcoholic beverages for on-premises consumption in the Premises, provided that Tenant obtains from the appropriate governmental authorities and officials a liquor license (the "**Liquor License**") permitting Tenant to serve all or any of beer, wine, liquor and other alcoholic beverages for on-premises consumption in the Premises, subject to and in accordance with all applicable provisions of law and this Lease. Tenant shall not sell beer, wine, liquor and other alcoholic beverages for on-premises consumption in the Premises unless the Liquor License is in full force and effect and good standing. Tenant's inability to obtain the Liquor License shall not in any way lessen Tenant's obligations under the Lease, and Tenant shall not have the right to terminate the Lease due to Tenant's failure to obtain or thereafter to maintain the Liquor License.

2.4.2 Sale of Liquor. Provided that Tenant (i) succeeds in obtaining the Liquor License as aforesaid, (ii) complies with all state, municipal and other governmental laws, regulations and rules with respect to the sale of liquor and all alcoholic beverages as aforesaid, and (iii) complies with applicable provisions of this Lease, Landlord agrees that Tenant shall have the right to sell liquor and alcoholic beverages for consumption within the Premises, subject and in accordance with all applicable provisions of the Liquor License and this Lease.

2.4.3 Indemnity. Without limiting the generality of any other provision of this Lease, Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims and any and all loss, cost, damage or expense relating to the sale of liquor and all alcoholic beverages in and from the Premises, including, without limitation, any such claim arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, employees or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring from and after the Possession Date until the end of the Term (or Tenant's end of possession of the Premises, whichever is later), whether such accident, injury or damages occurs within the Premises, within the Center but outside the Premises, or outside the Center. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities (including, without limitation, reasonable legal fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of this Lease. It is understood that without this indemnification of Landlord by Tenant, Landlord

would not enter into this Lease and would not permit the sale of alcoholic beverages in or from the Premises, and Tenant covenants that Tenant's liability insurance referred to in this Lease shall cover, indemnify and hold harmless Landlord from all such matters and items mentioned in this indemnity.

2.4.4. Intentionally Omitted.

2.4.5 Suspension, Denial or Revocation. If at any time after Tenant obtains the Liquor License, the Liquor License is suspended, denied or revoked for any reason, including non-compliance with any governmental conditions, requirements, rules, regulations, ordinances or laws, Tenant promptly shall (i) deliver to Landlord written notice of such suspension, denial or revocation, and (ii) either commence the applicable appeal proceedings and proceed with all due diligence to reinstate the Liquor License, or notify Landlord that Tenant will not seek to reinstate the Liquor License at this time. At the time that Tenant makes any filing with or receives a notice or any other communication regarding a hearing or in connection with any purported such non-compliance from any governmental licensing board, agency, commission of like authority with respect to the Liquor License, Tenant promptly shall deliver a copy of such filing, notice or other communication to Landlord.

2.4.6 Security Measures. Tenant covenants and agrees to use commercially reasonable efforts to maintain order and decorum in and around all portions of the Premises, and if Tenant in its sole discretion determines that auxiliary personnel shall be required to maintain such order and decorum, the same shall be provided by and at the expense of Tenant. Tenant shall use all reasonable efforts to avoid any conduct of any kind in the Premises considered to be unreasonably improper or offensive which, if related to the sale of alcohol, shall include conduct whether in the immediate vicinity of the Premises, Tenant acknowledging that the same would be extremely deleterious to the continued well-being and functioning of the Center; and Tenant agrees promptly to take any commercially reasonable steps in order to ensure compliance with the foregoing provisions and to use commercially reasonable efforts to ensure that liquor and alcoholic beverages served in or from the Premises are not consumed outside such areas within the Premises as are permitted by the Liquor License and under applicable provisions of Law and this Lease. In no event will the Premises be used, in whole or in part, as a discotheque, tavern, so-called "singles bar", or the like. In the event that Landlord determines in Landlord's good faith judgment that Tenant has failed to comply in any material respect with the foregoing provisions, within three (3) business days or such lesser period as may be reasonable in a situations reasonably requiring quicker action (such as, but not limited to, where there is an issue of safety or a complaint by a third party that Landlord believes to have been made in good faith), following written notification (which may be written, oral or email, but with respect to any oral or email notification, written notice must be provided in writing to Tenant's notice address set forth in Section 1.1 of this Lease the following business day) of such failure to the manager or other supervising employee on duty in the Premises at the time, Landlord shall have the right, in addition to all other rights and remedies hereunder, at law or in equity, to take such steps as Landlord determines reasonably necessary to remedy such failure, including, without limitation, the right exercisable by giving written notice to Tenant to such effect, to suspend or terminate Tenant's right to sell liquor and other alcoholic beverages in or from the Premises; and Tenant will promptly pay to Landlord all

actual, reasonable costs and expenses thus incurred, which shall be due and payable on demand as additional rent hereunder.

2.4.7 Notwithstanding the foregoing or any provision of this Lease to the contrary, Tenant's ability to sell beer, wine, liquor or other alcoholic beverages shall not be a condition of this Lease. For the avoidance of doubt, if Tenant is unable to obtain all required permits and approvals to be able to sell such items or, after having obtained such permits, Tenant's right is suspended or lost as provided as a result of the suspension or revocation of such permits or approvals, or pursuant to the foregoing provisions, Tenant's obligations pursuant to this Lease shall remain in full force and effect, and Tenant shall have no rights or remedies under this Lease as a result thereof.

ARTICLE 3 TERM

3.1 Tenant shall lease the Premises for the Primary Term and, if Tenant exercises one or more Extension Options, for one or more Extended Terms.

3.2 Tenant shall have two (2) options (collectively, the "Extension Options," and each, an "**Extension Option**") to extend the Term of this Lease for the Extended Terms. The exercise of an Extension Option shall operate to extend this Lease upon the same terms and conditions except for the amount of Base Rent, which shall be increased as set forth in Section 1.1. Tenant may exercise an Extension Option by sending notice thereof to Landlord on or before the date that is three hundred sixty-five (365) days before the Expiration Date of the Primary Term or the then current Extended Term, as applicable, time being of the essence. Notwithstanding the foregoing, Tenant's right to any Extended Term will not lapse because of Tenant's failure to exercise any option to extend unless Landlord first will have given Tenant notice that Tenant has failed to exercise such option to extend, and Tenant does not exercise such option to extend within thirty (30) days following Tenant's receipt of Landlord's notice. At Landlord's option, Tenant's exercise of each Extension Option shall be effective only if, at the time of the notice and upon the effective date of the Extension Period, there is no Tenant Default, subject to any applicable notice and cure periods. The Primary Term and any Extended Terms are sometimes collectively referred to herein as the "**Term**".

3.3 When the Rent Commencement Date is determined, upon the written request of either party, Landlord and Tenant shall enter into a supplement to this Lease, which shall specify the Expiration Date for the Primary Term and the Rent Commencement Date, in the form of the Stipulation of Term of Lease attached hereto as **Exhibit E**.

3.4 "**Expiration Date**" shall mean 11:59 p.m. on the date that is the last day of the tenth (10th) Lease Year for the Primary Term; the date that is five (5) years after the Expiration Date of the Primary Term for the first Extended Term, if applicable; and the date that is five (5) years after the Expiration Date of the first Extended Term for the second Extended Term, if applicable.

3.5 "**Lease Year**" shall mean a twelve (12) month period. Each Lease Year shall commence on the Rent Commencement Date or the anniversary thereof and end twelve (12) months later; provided, however, that if the Rent Commencement Date is a day other than the first

day of a calendar month, then (a) the first Lease Year shall include that period of time from the Rent Commencement Date up to the first day of the next calendar month and the following twelve (12) calendar months; and (b) each subsequent Lease Year shall commence on the first day of the month following the month in which the Rent Commencement Date occurred.

ARTICLE 4 BASE RENT

4.1 Tenant agrees, except as otherwise provided in this Lease, to pay monthly Base Rent, in advance, on or before the first (1st) day of each calendar month during the Term of this Lease. Tenant's obligation to pay Base Rent shall commence on the Rent Commencement Date. If the Rent Commencement Date is not the first day of a calendar month, the first month's Base Rent shall be prorated on the basis of a thirty (30) day month, and shall be payable with the first full monthly Base Rent due hereunder. All payments of Rent from Tenant to Landlord shall be made either (a) by check at the address of Landlord specified in Section 1.1 above, or as from time to time designated in writing to Tenant; or (b) via electronic fund transfer of so-called ACH, provided that Landlord shall have the right to require that payments be made pursuant to clause (b). Landlord agrees to complete, execute and provide Tenant with any document requested by Tenant in connection with establishing electronic payments from Tenant to Landlord. For the purposes of this Lease, Base Rent and Tenant's Proportionate Share of Common Area Charges and Taxes shall collectively be referred to herein as "**Rent**".

ARTICLE 5 USE OF PREMISES

5.1 The Premises may be used and occupied by Tenant only for the Permitted Use and, in doing so, while operating as a "Chipotle", Tenant will conduct its business from the Premises in accordance with its other "Chipotle" restaurants in the Massachusetts area, all as provided herein and, if operated by other than a Chipotle, then in accordance with first class standards provided the foregoing shall not be deemed to grant Tenant the right to operate other than as a Chipotle except as may be otherwise permitted under this Lease.

5.2 Neither Landlord nor Tenant shall do or permit to be done in, on or about the Premises anything (a) which is illegal or unlawful; (b) which is of a hazardous or dangerous nature; (c) which will cause cancellation of any insurance on the Center; or (d) which will increase the rate of any insurance on the Center beyond the rate that is customary for similar shopping centers in the area in which the Center is located, unless, with respect to the terms of this clause (d), Tenant or Landlord, as the case may be, specifically agrees to pay any such increase on insurance. In addition, Tenant shall not act or use the Premises (including the Patio Area) in any manner (i) which prevents Landlord from obtaining, or makes void or voidable, any insurance, or creates extra premiums for or increases the rate of, Landlord's insurance, and if Tenant causes extra premiums or increased rates, Tenant will pay the additional cost to Landlord upon demand; provided, however, Landlord acknowledges and agrees that Tenant's Permitted Use (but no acknowledgment or agreement is made with respect to Tenant's manner of use) shall not as of the Effective Date increase the rates or premiums of Landlord's insurance, or (ii) which prevents Landlord from obtaining, or causes the revocation of, any license, permit, authority, or other document necessary for Landlord to operate the Center, and if as a direct or indirect result of Tenant's business an addition to or change

in the Center facilities is required by Law, Tenant shall pay for the addition or change provided that such addition or change is not solely a result of Tenant's use of the Premises for the Permitted Use.

5.3 Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises, nor commit any waste therein or thereon. Tenant, during its hours of operation and subject to applicable laws, shall be allowed to play music within the Premises and on the Patio Area, provided the level of such music is played at commercially reasonable volumes in accordance with any applicable laws and does not unreasonably disturb the normal sensibilities or peaceful occupancy of other tenants and their customers as reasonably determined by Landlord. Tenant shall use all commercially reasonable efforts that may be necessary (a) to minimize odors from being discerned outside the Premises other than odors which are from food then being consumed in the Patio Area, but no food shall be prepared in the Patio Area (the "**Permitted Odors**"); and (b) to minimize odors, vibrations and noises in the Premises and emitted therefrom or from Tenant's HVAC and kitchen exhaust systems (with the location of the exhaust vents and the direction of such exhaust vents being only as approved by Landlord as part of Tenant's Plans and Specifications, without liability of Landlord with respect thereto). Tenant acknowledges that such commercially reasonable efforts shall include, without limitation, the installation and maintenance, in good working order and condition, of systems to maintain appropriate levels of negative pressure in the Premises, and the ventilation systems and components shown on Tenant's Plans and Specifications. Tenant hereby states that, to the best of Tenant's knowledge and based on prior experience in similar settings, such systems should be adequate to satisfy Tenant's obligations under this paragraph.

Tenant further agrees that Tenant will, promptly upon receipt of written notice from Landlord, take commercially reasonable steps to prevent the presence of rodents and similar pests caused from its use of the Premises provided that if Tenant has a separate dumpster area for Tenant's exclusive use, then Tenant shall be responsible for both the prevention of rodents and similar pests in such area, and for the cleaning of the area (and together with the obligations set forth above, these obligations are the "**Noxious Use Obligations**").

Tenant shall respond, so as to comply with the standards set forth above, to "good faith" complaints which shall mean complaints regarding odors, vibrations or noises resulting from Tenant's operations and affecting the areas adjacent to the Premises in more than a de minimus manner, which complaints are both (i) based on concerns about Tenant's non-compliance with the Noxious Use Obligations and (ii) are not intended solely to require or to result in the removal of Tenant from the Center. For purposes of this Lease, "**commercially reasonable efforts**" shall be determined taking into account all of the relevant factors including, without limitation, the impact of the violation of Tenant's Noxious Use Obligations. Notwithstanding anything contained herein to the contrary, Landlord understands that some odors and smoke are associated with the operation of a "Chipotle" restaurant and that the presence of such odors and smoke shall not constitute a breach of this Lease or a violation of any rules or regulations of Landlord and shall not be deemed noxious or offensive. For avoidance of doubt, the odors permitted pursuant to the foregoing sentence shall not include foul or unappetizing smells such as arise from excessive accumulations of trash, sewer gas, uncleaned grease traps, restrooms, rotten or burned food, or the like but expressly including normal and customary cooking odors arising from the ordinary course of the Permitted Use.

5.4 Tenant shall, in no event, be responsible to make any structural repairs, improvements or alterations to the Premises or the Building. However, if structural repairs, improvements or alterations are required by law due to Tenant's specific use and occupancy of the Premises, or due to the acts of Tenant, its employees, agents, contractors or, while in the Premises (including the Patio Area), customers or invitees, Landlord shall make such repairs, improvements or alterations and may bill Tenant for the reasonable costs thereof. Notwithstanding anything contained herein to the contrary, in no event shall Tenant be obligated to perform, pay for, or reimburse Landlord for any repairs, replacements or alterations mandated or required by any governmental authority unless caused by Tenant's operations on or improvements to the Premises.

5.5 For the Term of this Lease, provided (a) Tenant is continuously operating in the entire Premises for the Permitted Use (subject to permitted interruptions as set forth in Section 34.1, below), and (b) there is not then a Tenant Default beyond any applicable notice and cure periods, Tenant shall have the exclusive right to sell burritos, fajitas and tacos at the Center (the "Exclusive Use") and neither Landlord nor its affiliates or successors or assigns shall permit or suffer any other tenant in the Center to engage in the Exclusive Use other than a full service sit-down restaurant in a premises of at least 6,000 square feet. Landlord agrees to enforce Tenant's rights under this Section against other tenants in the Center using all reasonable legal means. Landlord covenants that leases in the Center dated later in time to the Effective Date shall require those tenants to honor Tenant's rights hereunder. Landlord understands that its breach of this provision will cause Tenant irreparable harm for which Tenant has no adequate legal remedy, and that in the event of such breach that continues for sixty (60) consecutive days after Tenant has delivered notice of the breach to Landlord, Tenant shall be entitled to immediately abate fifty percent (50%) of its Base Rent, and shall be entitled to injunctive relief as well as all other remedies available at law or equity. If the breach of this provision is not cured within two hundred seventy (270) days from the date of such breach, then Tenant shall have the right to terminate this Lease by providing Landlord written notice of same within thirty (30) days after the end of the two hundred seventy (270) day period and recover from Landlord the costs of Tenant's leasehold improvements to the Premises as of the date of such breach, decreased by amortization, based on the straight line method of amortization, over a period equal to the length of the Term of the Lease (including any Extension Options which were executed prior to and without knowledge of the breach), but not to exceed twenty (20) years. If Tenant does not provide Landlord written notice that Tenant is terminating the Lease within the time frame set forth above, Tenant shall return to paying full Rent after three hundred sixty-five (365) days from the date of the breach.

5.6 Notwithstanding anything to the contrary contained herein, Tenant shall have no remedy against Landlord including, without limitation, the right to reduce the Rent, except as expressly provided below if an occupant or tenant within the Center violates a provision of its lease, which either does not permit or specifically prohibits the use that violates this section (a "Rogue Tenant"). Within thirty (30) days after Landlord's receipt of written notice of such Rogue Tenant violation, Landlord shall send such Rogue Tenant notice to cease and desist such conflicting use, and if said Rogue Tenant does not cease and desist within thirty (30) days from receipt of Landlord's demand, Landlord shall commence an action (or arbitration, if required by such lease or license agreement) against such other tenant or occupant, and thereafter shall use good faith efforts to enforce its rights under such lease or license agreement and to obtain Judicial Relief. For purposes hereof, "Judicial Relief" shall mean a temporary restraining order, preliminary injunction, order of eviction, other court order, or order resulting from an arbitration proceeding enjoining the lease

violation. Tenant shall not pursue any legal action against Landlord with respect to a Rogue Tenant's violation of Tenant's Exclusive Use rights described herein so long as Landlord is complying with the foregoing requirements; provided, however, if Landlord is not complying with the foregoing requirements, then Tenant may pursue legal action against Landlord, including recovery of Tenant's damages.

ARTICLE 6 CONTINGENCIES

6.1 In the event that Tenant has not received, prior to the date which is ninety (90) days after the date Tenant's Plans and Specifications have been approved by Landlord in accordance with Section 19.1 ("Approval Period"), any and all necessary and required local, state, federal and private permits, licenses, variances, consents and approvals (collectively "**Approvals**") which give Tenant the ability to construct Tenant's initial improvements to the Premises and do business as a "**Chipotle**" restaurant including, without limitation, building permits, and for use of the Patio Area, and Approvals relating to Tenant's signage (subject to the limitation set forth below), then Tenant shall have the right to terminate this Lease by notifying Landlord in writing of its election to so terminate and if Tenant fails to terminate within ten (10) days following the end of such 90-day period, then Tenant shall be deemed to have irrevocably waived such termination right. For the avoidance of doubt, Tenant shall have the right to terminate this Lease based on Tenant's inability to obtain the necessary permits and approvals for Tenant's signage only if (a) Tenant's signage is as permitted by the applicable governmental authorities, without variance, and (b) Tenant signage complies with the Approvals for Tenant's signage that have been obtained prior hereto and are depicted on **Exhibit C**. Tenant's notice to terminate shall set forth the status of each Approval including, without limitation, those Approvals that Tenant has not yet obtained and the actions that Tenant has taken to obtain the Approvals, and Landlord, at Landlord's election, then shall have an additional ninety (90) days from the date of Landlord's receipt of such Tenant notice to obtain the remaining Approvals on Tenant's behalf and, if Landlord is successful, at Tenant's expense. Upon such termination, both parties shall be released from any further obligations hereunder, except that Landlord shall promptly refund any amount paid to it by Tenant hereunder. Landlord, without cost to Landlord, shall assist Tenant in obtaining all necessary Approvals. Tenant shall diligently pursue all necessary Approvals and, if Tenant chooses, the Liquor License. In addition to the foregoing, Tenant may seek a liquor license to allow Tenant to sell beer, wine, liquor and other alcoholic beverages at the Premises, but the ability of Tenant to obtain or maintain same shall not be a condition of this Lease or Tenant's obligations hereunder (and for the avoidance of doubt, such liquor license shall not be deemed an Approval).

6.2 Landlord and Tenant hereby acknowledge that Landlord has not completed its final permitted construction drawings or final site plan for Premises. Landlord hereby agrees to provide Tenant with a full and complete set of final, permitted construction drawings (including, without limitation, a floor plan, mechanical, electrical, and plumbing plan, civil plan, structural plan, architectural plan, exterior elevations and building and wall sections) and a final site plan for the Premises and the building in which the Premises is located and standard signage specifications for the Center in electronic and paper format (collectively, "**Landlord's Plans**") on or before May 1, 2017. Tenant shall have thirty (30) days from receipt of Landlord's Plans to object to Landlord's Plans. Any such objection shall set forth the specific reasons that Landlord's Plans were not approved and the changes that would be required to obtain such approval. In the event that Tenant objects to

Landlord's Plans within such thirty (30) day period, then Landlord shall have the right to modify Landlord's Plans and to submit the revised Landlord's Plans to Tenant for review and approval or comment within ten (10) business days (provided that Tenant shall not be entitled to reject portions of Landlord's Plans that were not objected to in the prior set(s) of Landlord's Plans). Thereupon the foregoing process shall continue (with Tenant's review and comment period being reduced to seven (7) business days) until either Landlord or Tenant determine that Landlord's Plans will not be acceptable to either Landlord or Tenant, and thereupon, either Landlord or Tenant may terminate this Lease by notifying the other party in writing of its election to so terminate prior to expiration of said thirty (30) day period. Upon such termination, both parties shall be released from any further obligations hereunder, except that Landlord shall promptly refund any amount paid to it by Tenant hereunder. Notwithstanding the foregoing or any provision to the contrary, Landlord and Tenant shall cooperate in good faith to reach approved Landlord Plans.

6.3 This Lease is subject to Landlord entering into an amendment with Staples relating to the Staples lease that imposes certain use limitations on the Center (the "**Staples Amendment**"). In the event that Landlord and Staples have not executed the Staples Amendment that will permit Tenant to operate for Tenant's Permitted Use on or before July 1, 2017 (the "**Staples Amendment Deadline**"), then Tenant shall have the ongoing right to terminate this Lease, provided such right is exercised, if at all, by written notice received by Landlord prior to the date on which Landlord notifies Tenant that the Staples Amendment has been fully executed. In the event that Tenant elects to terminate this Lease, Landlord shall reimburse Tenant for all of Tenant's reasonable expenses incurred in connection with this Lease, including, without limitation, design, site selection and lease negotiation costs and expenses, in an amount not to exceed Five Thousand Dollars (\$5,000.00).

ARTICLE 7 DELIVERY OF THE PREMISES

7.1 The "**Possession Date**", as used herein, shall be deemed the later of: (a) the date upon which Tenant obtains the necessary building and use permits to construct Tenant's initial improvements to the Premises, and conduct business as a "Chipotle" restaurant; or (b) the date that Landlord delivers exclusive possession of the Premises, and all keys thereto, in a broom-clean condition to Tenant; and that Landlord shall have Substantially Completed (as defined in Section 7.3 hereof) all of its work and obligations set forth in Section 7.2 hereof and received a Certificate of Occupancy related to Landlord's Work and Landlord's improvements in the Common Areas that are necessary for Tenant to open for business from the Premises, and sufficient to allow Tenant to commence Tenant's work to the Premises, and if Landlord does not deliver an unconditional Certificate of Occupancy, then Landlord's obligation to do so shall continue after the Possession Date. Notwithstanding Landlord's failure to obtain such Certificate of Occupancy, Tenant may elect to take possession of the Premises for the initiation by Tenant of its improvements, in which case the Possession Date shall be deemed to have occurred, and Landlord shall continue to perform Landlord's Work and Landlord's improvements to the Common Areas until such time as an unconditional Certificate of Occupancy has been issued (subject to delays caused by Tenant in completing Tenant's work). Unless Tenant elects to take possession of the Premises, in no event shall the Possession Date occur between September 1 and October 31 of any calendar year (the "**Blackout Period**"). In the event that Tenant accepts possession during the Blackout Period and commences construction of its improvements, the Possession Date shall be deemed to have occurred

on such date. Landlord hereby agrees to deliver possession of the Premises to Tenant free, clear and unencumbered of all tenancies and parties in possession.

7.2 Prior to the Possession Date, Landlord shall, at its sole cost and expense, in a prompt, good and workmanlike manner, all of which shall collectively be referred to as "**Landlord's Work**": (a) make all necessary repairs, replacements and do any necessary maintenance so that the Premises (to the extent of Landlord's Work) and the Common Areas of the Center in all respects are in compliance with all applicable codes, laws, regulations and ordinances including, but not limited to, the Americans with Disabilities Act (the "**ADA**") so that Tenant can immediately enter into possession of the Premises to install Tenant's initial improvements; (b) complete the work set forth on **Exhibit D** hereto to Tenant's reasonable satisfaction; and (c) construct and complete the improvements which comprise the Center (to Tenant's reasonable satisfaction), including, but not limited to, the Building shell, any outdoor seating or patio area, the paving of the parking areas, drives and walks and the landscaping for the Center. Landlord shall provide Tenant with written notice of the date upon which Landlord's Work will be completed at least sixty (60) days prior to such date ("**Notice of Possession**"). In any event, the Possession Date shall occur no earlier than November 1, 2017 or sixty (60) days after Tenant's receipt of Landlord's notice hereunder, whichever is later (unless Tenant requests in writing that the same be delivered earlier) ("**Tenant's Construction Start Date**"). If Landlord fails or anticipates that it will fail, for any reason whatsoever, to deliver the Premises to Tenant in accordance with the terms of this Lease within fourteen (14) days of the date set forth in the Notice of Possession, Landlord shall give Tenant an additional thirty (30) days written notice in advance of the new date in which Landlord's Work will be completed. When the Landlord considers Landlord's Work complete, it shall notify Tenant of same. Tenant and Landlord shall conduct a walk-through inspection prior to the Possession Date to identify any items requiring completion. If such walk-through discloses any item, which in Tenant's opinion is not in accordance with the requirements in this ARTICLE 7 and ARTICLE 8, Landlord shall correct such items before Landlord's Work shall be considered complete. Nothing set forth in this Section shall be construed, in any manner whatsoever, as an express or implied waiver on the part of Tenant to any rights, remedies, claims or damages Tenant has or may have at law or in equity or elsewhere herein.

7.3 Landlord acknowledges that Tenant intends to start construction of Tenant's improvements on Tenant's Construction Start Date, and that a delay in delivery of the Premises beyond such date will cause Tenant to suffer certain losses, including, by way of illustration and not of limitation, lost profits, construction start up and delay costs and wages and benefits for store personnel, the amount of which is impossible to quantify as of the Effective Date. Notwithstanding anything herein to the contrary, in the event that Landlord fails to complete Landlord's Work and tender possession of the Premises to Tenant on or before February 1, 2018, then Tenant shall receive one (1) day free Rent for each twenty-four-hour period beyond Tenant's Construction Start Date to the day the Premises are delivered to Tenant with Landlord's Work Substantially Complete. In the event the Landlord fails to Substantially Complete Landlord's Work and tender possession of the Premises to Tenant for any reason (with the exception of force majeure, so long as Landlord provides Tenant with written notice of such force majeure event on or prior to the date that Landlord delivers exclusive possession of the Premises to Tenant) on or before April 1, 2018, Tenant may, but shall not be obligated to, without liability or further obligation to Landlord: (i) terminate this Lease and receive a refund of any and all amounts previously paid by Tenant to Landlord; or (ii) continue to accrue additional free rent at the rate set forth above. If Tenant elects to terminate this Lease,

Landlord shall reimburse Tenant for all of Tenant's reasonable expenses incurred in connection with this Lease, including, without limitation, design, site selection and lease negotiation costs and expenses, not to exceed Twenty Thousand Dollars (\$20,000.00). "**Substantially Completed**" or "**Substantially Complete**" means that such work has been completed in accordance with (1) the provisions of this Lease applicable thereto, (2) the plans and specifications for such work, and (3) all applicable legal requirements, except for details of construction, decoration and mechanical adjustments, if any, the non-completion of which do not materially interfere with Tenant's use of the Premises or the commencement of Tenant's Work. Notwithstanding the foregoing or anything herein to the contrary, in the event that Tenant has failed to initially provide Tenant's Plans and Specifications to Landlord on or before June 15, 2017, subject to Tenant's receipt of Landlord's Plans on or before May 1, 2017, Tenant's Construction Start Date, and all other dates set forth in this Section 7.3, shall be extended on a day-for-day basis for each day that Tenant did not initially submit Tenant's Plans and Specifications to Landlord for its approval. In the event that Landlord is unable to deliver the Premises on or before April 1, 2018 due to Tenant's delay in initially providing Tenant's Plans and Specifications in accordance with Section 19.1, and any such inability to deliver the Premises is through no fault of Landlord, Landlord shall have the right to terminate this Lease.

7.4 Tenant shall have the right, from and after the Effective Date and upon forty-eight (48) hours prior notice to Landlord, to have access to the Premises for the purpose of inspecting and measuring the Premises and preparing drawings.

7.5 Landlord shall not have the right to relocate Tenant.

ARTICLE 8 CONDITION OF THE PREMISES

8.1 Landlord shall deliver the Premises to Tenant clean and free of debris on the Possession Date, and Landlord warrants to Tenant that the plumbing, roofing, electrical system including lighting, HVAC systems, and entry doors in the Premises shall be in good operating condition and repair and in compliance with all applicable codes, as of such date, and for a period of one (1) year thereafter. In the event that it is determined by Tenant that this warranty has been violated, then it shall be the obligation of Landlord, after receipt of written notice from Tenant within such one (1) year period setting forth with specificity the nature of the violation, to promptly rectify such violation, at Landlord's sole cost and expense. Landlord agrees to diligently enforce all of the warranties provided to Landlord by manufacturers of all the equipment on the Premises, including, without limitation, the HVAC systems and the roof.

8.2 Until the date that is one hundred twenty (120) days after the Rent Commencement Date, Tenant shall be entitled to deliver to Landlord a written list of items which Tenant may discover were not completed in accordance with ARTICLE 7, whether or not Tenant has previously delivered a list or lists of other deficiencies to be corrected by Landlord and until the first anniversary of the Rent Commencement Date, Tenant shall be entitled to deliver to Landlord notice of latent defects in Landlord's Work. Landlord shall commence correction of such deficiencies within thirty (30) days after Landlord's receipt of such list and shall complete the correction of such deficiencies within forty-five (45) days of Tenant's notice. In the event that Landlord fails to commence or complete correction of such deficiencies within the time period required for Landlord to do so, and such failure continues for five (5) business days after a second notice to Landlord making reference to Landlord's

failure to perform and to this Section of the Lease, Tenant may cause such deficiencies to be corrected at Landlord's expense and Landlord shall reimburse such expenses to Tenant upon demand. If Landlord does not reimburse Tenant for such expenses within thirty (30) days of written demand therefor, Tenant may offset the amount of said reimbursement against any payment due Landlord from Tenant.

8.3 Landlord represents and warrants to Tenant that as of the Possession Date, the Center, the Building and the Premises comply in all respects with applicable building codes, governmental ordinances and regulations, including, but not limited to, the ADA, and that parking for the Premises complies with all governmental requirements, that the zoning for the Premises is such that Tenant may utilize the Premises for restaurant purposes, that the Premises and this Lease do not violate any covenants or restrictions of record and that there are no agreements, exclusives, restrictions or prohibitions affecting the Premises or this Lease that limit, conflict or otherwise interfere with Tenant's use of the Premises or other rights under this Lease. If it is determined that this warranty has been breached, then it shall be Landlord's obligation to promptly rectify such violation, at Landlord's sole cost and expense. Notwithstanding the foregoing or any provision to the contrary, Landlord shall have no obligation with respect to Tenant's work to the Premises or the compliance thereof with governmental requirements.

ARTICLE 9 MAINTENANCE AND REPAIRS

9.1 During the Term of this Lease and any extensions thereof, Landlord, at its sole cost and expense except as otherwise provided herein, shall maintain in good order, condition and repair (including replacements and upgrades thereof), life safety systems (for which the cost may be included in Common Area Charges), the foundations, subflooring, footings, walls, all unexposed plumbing (to the extent not for the exclusive use of the Premises), all structural elements of the Premises, all exterior elements of the Premises (other than the storefront, doors, windows and signage, all of which shall be maintained in good order, condition and repair by Tenant (including replacements and upgrades thereof)), all mechanical equipment not serving the Premises exclusively, and the roof (including its waterproof membrane) of the Premises in a watertight condition (for which the cost of repairs may be included in Common Area Charges), and as necessary, or when required by governmental authority, shall make modifications or replacements thereof (for which the cost may be included in Common Area Charges). Landlord shall commence repair work within five (5) business days after notice of a condition requiring repair, and shall prosecute it diligently to completion. If the condition requiring a Landlord repair constitutes an emergency or hazardous condition or if the condition creates material adverse interference with Tenant's business on the Premises, then Landlord shall commence such repair as soon as reasonably possible following telephonic notice from Tenant of such condition, with written notice from Tenant of such condition to follow. If Landlord fails to commence any repair required of it hereunder within the appropriate time period or if the condition does not permit time for notice to Landlord, and the condition has a material adverse effect on the operation of Tenant's business in the Premises, and such failure continues for five (5) business days after a second notice to Landlord making reference to Landlord's failure to perform and to this Section of the Lease, then Tenant may make such repair, charge Landlord with the reasonable costs thereof including interest at an annual rate equal to the lesser of ten percent (10%) or the maximum rate allowed by law (the "Interest Rate"), and, at Tenant's option, offset such costs against any payments of Base Rent owed or which become due to Landlord

until Tenant has been reimbursed, provided such offset shall not exceed fifty percent (50%) of any payment of Base Rent except to the extent necessary for Tenant to be fully reimbursed prior to the end of the Term.

9.2 Except as otherwise provided in this Lease, Tenant shall repair and maintain in good order, condition and repair (including replacements and upgrades thereof) as necessary all parts of the Premises not Landlord's responsibility in this Lease, as well as the storefront, doors, windows, and signage (except for ordinary wear and tear provided that such exception shall not permit the areas for which Tenant is responsible to be in less than good order, condition and repair, and with loss by fire or other casualty being governed by the applicable provisions of this Lease or damage caused by Landlord), including all HVAC equipment and mechanical equipment serving the Premises exclusively. Notwithstanding anything contained herein to the contrary, but subject to the terms of Section 13.4, Tenant shall not be responsible for any repair or improvement necessitated by the gross negligence or intentional misconduct of Landlord, its agents, employees or servants under this Lease. Landlord shall provide Tenant with access to the roof of the Building twenty-four (24) hours a day, seven (7) days a week, for Tenant to install, maintain, repair, replace and remove Tenant's equipment, subject to the terms of Section 19.2. In addition and notwithstanding any provision to the contrary, Tenant will use commercially reasonable efforts to keep the path to and the area immediately around the dumpster clean (only to the extent of trash and spillage generated by Tenant) and further agrees to empty any trash cans on its Patio Area diligently and regularly (which shall include at least when they are full so that trash does not spill over or blow into the Common Areas) and to keep the Patio Area and the sidewalk immediately in front of the Premises and, with respect to conditions resulting from Tenant's business including, without limitation, Tenant's customers, ten (10) feet on either side of the Patio Area, so long as same are sidewalks, free and reasonably clean and clear of papers and trash generated by Tenant's operations, and otherwise in a first class manner (which may include, without limitation and as necessary to satisfy such standard, washing down and, when reasonably necessary, power washing) and, with respect to conditions resulting from Tenant's business including, without limitation, Tenant's customers, ten (10) feet on either side of the Patio Area), Tenant shall keep same reasonably clean and free of dirt, debris, snow and ice, between the periodic snow and ice removal and treatment or other cleaning provided by Landlord as part of Common Area maintenance, and Tenant shall not use sidewalks adjacent to the Premises to display or sell merchandise, or otherwise obstruct the sidewalks, but the foregoing shall not apply to Tenant's use of the Patio Area that shall be subject to the terms of Section 2.2.

9.3 Landlord warrants and represents that Landlord shall not exercise Landlord's control of the Center in any way, or take any action, or allow any action to be taken, whether temporary or permanent, which shall materially adversely restrict access to, or visibility of, the Premises or Tenant's signs, materially impair or materially interfere in any way the operation of Tenant's business or reduce the number of parking spaces below the level required by applicable laws or the permits for the Center, or materially adversely change the location of the parking spaces, or in a material adverse manner change the ingress or egress including any driveways which are adjacent to or in the proximity of the Premises. Upon any breach of this warranty by Landlord, Tenant shall notify Landlord making specific reference to the nature of the breach and this Section, and if Landlord fails to commence the cure of the breach within ten (10) business days after receipt of such notice or thereafter fails to diligently proceed with the cure, and provided the breach has a material adverse effect on the operation of Tenant's business as then operated in the Premises, then Tenant

may, in Tenant's sole discretion, remedy said restriction of access or visibility, impaired or affected business operation or parking, or ingress or egress and deduct the reasonable cost thereof from Base Rent due Landlord from Tenant until said cost is are paid in full provided such offset shall not exceed fifty percent (50%) of any payment of Base Rent except to the extent necessary for Tenant to be fully reimbursed prior to the end of the Term.. Subject to Tenant obtaining the approvals for the Patio Area, Landlord acknowledges and agrees that, during the Term, Landlord shall not prohibit Tenant from having the number of seats shown on Tenant's Plans and Specifications, including any Patio Area seating, approved by Landlord, subject to the terms of Section 2.2 with respect to the use of and seating in the Patio Area. Landlord represents and warrants that during the Term, it will neither do, nor cause, anything to be done that would reduce the number of seats available to Tenant under this Lease or reduce the number of seats below what is required by law. Notwithstanding the foregoing, in no event shall Landlord be deemed to be in default of its foregoing obligations to the extent any requirement or change is required by applicable Laws provided that such requirement or change is not the result of Landlord's acts or negligence.

ARTICLE 10 COMMON AREAS; COMMON AREA CHARGES

10.1 The term "**Common Areas**" means the parking areas, roadways, pedestrian sidewalks, mall whether open or closed, delivery areas, trash removal areas, landscaped areas, security areas, public washrooms and all other areas or improvements that may be provided by Landlord from time to time for the common use of tenants in the Center and including for purposes of determining Common Area Costs, areas that otherwise would be Common Areas but may be for the exclusive use of other tenants (such as patio areas or reserved parking spaces).

10.2 Landlord shall have the obligation to take appropriate action, including the posting of signs in the Common Areas, to discourage non-customer use. Landlord shall keep all Common Areas in a neat, clean and orderly condition, properly surfaced, painted, landscaped and lighted (which lighting shall be specifically provided for any loading docks, parking lots, trash areas, and front and rear entrances of the Premises) in a manner that is safe and consistent with a first class shopping center in Natick, Massachusetts, with sufficient casualty and liability insurance and shall promptly repair any damage thereto. Notwithstanding the foregoing, Tenant, rather than Landlord, shall be responsible, at Tenant's expense, for maintaining the Patio Area in accordance with the terms of Section 2.2.

10.3 Beginning on the Rent Commencement Date, Tenant agrees to pay Tenant's Proportionate Share of the actual, reasonable out of pocket costs incurred by Landlord directly attributable to maintaining, insuring and repairing the Common Areas of the Center, costs of Landlord's insurance and related fees, costs that are permitted to be included in Common Area Charges pursuant to other provisions of this Lease including, without limitation, costs related to the Building (provided that with respect to costs that are related solely to the Building in which the Premises is located, Tenant's share of such costs may be based on the area of the Premises and the area of leasable space in the Building) and an administrative charge of five percent (5%) of Common Area Charges (the "**Common Area Charges**"). Landlord shall use commercially reasonable efforts to minimize Common Area Charges in a manner consistent with good business practices, and there shall be no duplication in charges to Tenant. All Common Area Charges shall

be based upon competitive charges for similar services and/or materials that are available in the general vicinity of the Center.

10.4 Common Area Charges shall not include, however: (a) leasing commissions and advertising expenses or any other costs incurred by Landlord in procuring new tenants; (b) costs disbursements and other expenses incurred in negotiations or disputes with tenants or prospective tenants; (c) renovating or improving space for tenants or other occupants; (d) depreciation and amortization of the Center; (e) interest, principal payments and financing costs incurred in connection with any debt associated with the Center; (f) repairs that are covered under warranties by either manufacturer of materials incorporated into any building located in the Center or developer of the Center (to the extent Landlord is able to enforce such warranties); (g) legal fees (other than those related to the operation of the Center); (h) expenses paid by any tenant directly to third parties or those which Landlord is otherwise actually reimbursed by any third party or by insurance proceeds; (i) parking facilities' expenses, if charge is made for parking; (j) costs of a capital nature dedicated to a single tenant, including, but not limited to, capital improvements, capital repairs, structural repairs, capital equipment, capital tools for such single tenant, as determined in accordance with generally accepted accounting principles and/or the equivalent costs and fees of leasing or renting same, provided, however that costs of a capital nature benefiting more than one tenant shall be considered part of Common Area Charges, and the total cost thereof shall be spread out over a period equal to the useful life of such capital expenditure, based on the straight line method of amortization, in accordance with generally accepted accounting principles; (k) advertising and promotional expenditures; (l) the costs of correcting any code violations that existed as of the Possession Date or the cost of any penalty for any code violation at any time (but the cost of addressing the code violation may be included); (m) any other expense that according to generally accepted accounting principles is not considered a normal maintenance or operating expense; (n) costs of replacing the roof of the Premises or any part of the Center provided the total cost thereof shall be spread out over a period equal to the useful life of such capital expenditure, based on the straight line method of amortization, in accordance with generally accepted accounting principles; (o) the costs of completely resurfacing or replacing the parking lot that serves the Premises provided the amortized cost of the foregoing may be included, which amortization shall be based on seven (7) years; (p) except for the administrative fee set forth above in Section 10.3, management, administrative, overhead, supervisory or other mark-up fees, however termed; (q) interest, fines or penalties payable due to the failure of the Landlord to pay taxes, utilities or other charges in a timely manner (provided that if Tenant has failed to timely pay Tenant's share thereof, then Tenant shall be responsible for such interest, fines or penalties); (r) expenses for the defense of the Landlord's title to the Center, or any part thereof; (s) any amounts expended by Landlord as environmental response costs for removal, enclosure, encapsulation, clean-up, remediation or other activities regarding Landlord's compliance with federal, state, municipal or local hazardous waste and environmental laws, regulations or ordinances if the environmental response was a result of the acts of Landlord, its agents, contractors or employees, in each case while acting within the scope of their employment or agency; (t) costs to correct original defects in the design, construction or equipment of or latent defects in the Center or any part thereof during the first one (1) year after the Possession Date; (u) interest, fines or penalties payable due to Landlord's violation or failure to comply with any governmental regulations and rules or any court order, decree or judgment (but the cost of addressing the violation or to comply may be included to the extent such work would otherwise be included in Common Area Charges); (v) rental on ground leases or other underlying leases; or (w) any amounts recovered from insurers and/or other third parties.

10.5 Tenant shall pay its share of the Common Area Charges in equal monthly installments. The estimate of the Common Area Charges for the first full calendar year is set forth in Section 1.1, and Tenant shall, initially, pay its share on the basis of such estimate. On or before April 15 of each calendar year, Landlord shall forward to Tenant a detailed statement, certified to be complete and correct by Landlord, showing the Common Area Charges for the immediately preceding calendar year. If on the basis of such statement Tenant paid less than the actual amount of Common Area Charges for such calendar year, Tenant shall make a payment to Landlord of the underpayment within thirty (30) days following Tenant's receipt of such statement. If on the basis of such statement Tenant paid more than the actual amount of Common Area Charges for such calendar year, Landlord will credit the excess to the next succeeding monthly installment(s) of Rent, or, if such statement relates to the end of the Term, Landlord shall refund the excess to Tenant together with such statement. After the first calendar year, Tenant's estimated payments shall be based on the actual Common Area Charges for the previous calendar year, prorated if applicable.

10.6 Tenant, upon reasonable notice to Landlord, shall have the right to audit all of Landlord's bills and records relating to the Common Area Charges and Taxes, provided that: (i) Tenant notifies Landlord of Tenant's election to do so within one hundred eighty (180) days after Tenant's receipt of Landlord's annual statement of Common Area Charges that Tenant intends to audit and completes such audit within ninety (90) days thereafter (subject to extensions for delays created by Landlord); (ii) Tenant shall not have the right to audit any period more than one (1) time; and (iii) the auditor shall not be compensated on a contingency basis. All of the information obtained through said audit as well as any compromise, settlement, or adjustment reached between Landlord and Tenant relative to the results of the audit, if any, shall be held in strict confidence by Tenant, and Tenant's officers, agents and employees including, but not limited to, the Tenant's auditor, and shall not be revealed in any manner to any person unless required pursuant to any litigation between Landlord and Tenant materially related a dispute regarding the subject matter of such audit, or if otherwise required by law. The right of audit provided in this Section shall not be construed to allow the postponement or delay of any payment of Base Rent and all other rent and charges provided for herein. If Tenant's audit correctly reveals that Tenant's payments for the Common Area Charges or Taxes were excessive, Landlord shall credit such overpayment against Rent to be paid by Tenant hereunder, or, if such overpayment is discovered after the end of the Term, Landlord shall refund the excess to Tenant together with such statement. In addition, if Tenant's audit correctly reveals that Tenant's payments for the Common Area Charges or Taxes exceed the actual Common Area Charges or Taxes by more than five percent (5%), Landlord shall pay all of Tenant's reasonable costs and expenses relating to the audit.

10.7 Notwithstanding anything herein to the contrary, if Landlord fails to bill Tenant for any Common Area Charges, Taxes or insurance charges within eighteen (18) months of the date that such charges are incurred, then Tenant shall not be required to pay such Common Area Charges, Taxes or insurance charges (but Tenant's obligation to pay all other Common Area Charges, Taxes and insurance charges shall not be modified thereby).

10.8 Tenant shall also have the nonexclusive use of the Common Areas (subject to Landlord's right to grant exclusive or limited rights (comparable to the rights granted to Tenant in this Lease) in certain Common Areas to other tenants) and all rights, privileges, easements, appurtenances in, over and upon adjoining and adjacent public and private land, highways, roads and

streets reasonably required for ingress or egress to or from the Premises by Tenant, its agents, servants, employees, contractors, customers and invitees and all others related to Tenant's use and occupancy of the Premises.

10.9 Tenant, its agents, servants, employees, contractors, customers and invitees shall be permitted to park, at no cost to Tenant, in a non-exclusive area in the Common Areas designated for parking, which Landlord shall have the right to designate from time to time (including, without limitation, designated employee parking areas) and such area shall be well-lit and within reasonable proximity to the Premises.

10.10 "Tenant's Proportionate Share", as defined in Section 1.1, may be expressed as a fraction, the numerator of which is the gross leasable area of the Premises, and the denominator of which is the aggregate gross leasable area of the Center, whether occupied or not. The Center consists of two (2) buildings containing a total leasable area of approximately 70,632 square feet of leasable area. If the number of square feet of leasable area in the Center increases during the Term, then Tenant's Proportionate Share shall be adjusted accordingly. Notwithstanding anything herein to the contrary, in no event shall the leasable area of the Center used in the denominator for purposes of calculating Tenant's Proportionate Share be less than the leasable area of the Center stated above in this Section 10.10.

10.11 Tenant's Proportionate Share of Common Area Charges, Tenant's Proportionate Share of Insurance, and Tenant's Proportionate Share of Taxes for the first twelve (12) months following the Rent Commencement Date shall not collectively exceed \$4.73 per square foot of floor area in the Premises.

ARTICLE 11 UTILITIES

11.1 Landlord shall provide utility lines to the Premises in accordance with the provisions of **Exhibit D**. Landlord shall stub all utilities to the Premises in accordance with the provisions of **Exhibit D** and, as to location, in accordance with Tenant's Plans and Specifications. Landlord will provide, at Landlord's sole cost and expense, separate meters for all of Tenant's utilities. Tenant shall pay for all separately metered water, gas, heat, electricity, sewer charges, telephone, and any other utility or service charge related to its occupancy of the Premises. If Tenant is unable to use the Premises as a result of interruption in utilities that is caused by the acts or negligence of Landlord, its agents, contractors or employees, the Base Rent and all other charges payable hereunder shall abate equitably until the utilities are restored, and Landlord agrees that Landlord shall commence such repairs as soon as possible and diligently pursue such repairs to completion provided that Landlord shall have no obligation and Tenant shall have no remedy against Landlord or under this Lease with respect to any interruption that is not caused by Landlord. If Landlord fails or neglects to make such repairs that Landlord is required to make, Tenant shall have the right, but not the obligation, to make such repairs, and Tenant may offset the reasonable cost of such repairs against any charge to be paid by Tenant hereunder, including Base Rent. The reasonable cost of the repairs will be paid by Landlord or deducted from payments required under this Lease. During the Term, Landlord shall not prevent Tenant from having sufficient utilities and ventilation necessary to support its intended use of the Premises (provided any alterations by Tenant with respect thereto shall be governed by Section 19.2 of this Lease).

11.2 Landlord shall provide, for Tenant's non-exclusive use, a trash and waste enclosure in the area shown on **Exhibit A**. Such enclosure shall be sufficient in size to accommodate each of a dry, a wet and a grease dumpster or receptacle for the collection and disposal of the trash, garbage, recycling, food scraps and refuse which Tenant and other tenants produce as a result of conducting business at the Center. The dumpsters/receptacles shall be for Tenant's shared use and shall be as identified and set forth (along with the required size thereof) on **Exhibit D** attached hereto. The dumpsters/receptacles shall be sufficient in size for the disposal of Tenant's refuse, which Tenant produces as a result of conducting its business at the Premises and Landlord shall adequately maintain same. During the Term of this Lease, Tenant, at Tenant's expense, shall transport Tenant's trash, grease and other applicable items from the Premises to the dumpsters and waste and grease receptacles. Landlord shall provide for the removal of such trash, waste and other materials from the dumpster and receptacles, which shall occur no less than seven (7) days per week, and the costs thereof shall be commercially reasonable and included in Common Area Costs, provided that Landlord shall have the right to equitably adjust Tenant's share of the costs incurred with respect to the dumpsters, receptacles and the removal of trash, grease and items therefrom, all based on Landlord's commercially reasonable estimate of Tenant's usage compared to other tenants in the Center utilizing such dumpsters and receptacles.

11.3 Landlord represents and warrants that all services and hook-ups will be currently paid as of the Possession Date and that all hook-ups will be available to Tenant throughout the Term of this Lease. Any and all tap fees, EDU fees, meter fees, fixture fees, connection fees, impact fees, lateral fees, system development fees or other similar fees relating to the utilities to be used at the Premises shall be paid by the Landlord, and Tenant shall have no responsibility therefor. In the event that any credits from any public source are available for the Center towards tap fees, fixture fees, connection fees or comparable fees, Landlord shall be entitled thereto.

ARTICLE 12 REAL ESTATE TAXES

12.1 In addition to Base Rent, Tenant agrees to pay Tenant's Proportionate Share of the amount of all real estate taxes, assessments, sales or use taxes, and public charges imposed on, or in connection with, the Center excluding charges for connections and permits of water and sewer, but including the Building, land and personalty, taxes on rentals, and taxes in addition to or in lieu of existing taxes, and all costs of seeking an abatement or refund of any such taxes and other amounts ("**Taxes**") for any year during the period between the Rent Commencement Date and the expiration of the Term of this Lease (the "**Payment Period**"). There shall be excluded from Taxes to which Tenant contributes: (a) any increase in Taxes caused by construction in the Center commenced subsequent to occupancy by Tenant hereunder until such time as such newly constructed space constitutes rentable floor area; (b) income, excess profits, estate, single business, inheritance, succession, transfer, franchise, excise, capital or other tax assessment upon Landlord (but taxes on the rentals payable under this Lease shall be included in Taxes; or (c) Taxes on any part of the Center which are payable pursuant to a separate assessment except to the extent the applicable part is used for or in support of the leasable space in the Center. On or before the first day of the Term of this Lease, or as soon after that day as practicable, Landlord will give Tenant written notice of Landlord's estimate of the amount payable under this Section 12.1 for the remainder of that calendar year. During December of each calendar year or as soon after December as practicable, Landlord will give Tenant notice of its estimate of the payments to be made pursuant to this Section

12.1 for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, Tenant will pay to Landlord one-twelfth ($1/12^{\text{th}}$) of the estimated amount; however, if the notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given (at which time there shall be a retroactive adjustment). If at any time or times it reasonably appears to Landlord that the payments to be made under this Section 12.1 for the current calendar year will vary from its estimate, Landlord will, by notice to Tenant, revise its estimate for the year, and subsequent payments by Tenant for the year will be based upon the revised estimate. Tenant shall not be responsible for any interest, late charge or other penalty resulting from Landlord's late payment or non-payment of Taxes, except to the extent caused solely by Tenant's delinquent payment, nor any administrative or other charge which may be claimed by Landlord.

12.2 Within ninety (90) days after the close of each calendar year, or as soon after the ninety (90) day period as practicable, Landlord will deliver to Tenant: (i) copy of the tax bill(s) applicable to the Premises and Common Areas; and (ii) a statement of the payments made or to be made under Section 12.1 for the calendar year that has been prepared on the basis of such statement. If on the basis of such statement Tenant owes an amount that is less than the estimated payments for the calendar year previously made by Tenant, Landlord will credit the excess to the next succeeding monthly installment of Base Rent or, at Tenant's option, refund the excess to Tenant immediately. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements.

12.3 Landlord warrants and represents that as of the Rent Commencement Date, all general or special assessments on the Premises shall be paid current as of such date (or Landlord shall be responsible for the charges due prior to the Rent Commencement Date). Tenant shall not be liable for any special assessments which are levied or assessed by a special assessment district which is formed, directly or indirectly, by Landlord for the purpose of constructing or acquiring on-site or off-site improvements.

12.4 Taxes for the tax year containing the Rent Commencement Date shall be prorated as of the Rent Commencement Date and Taxes for the last year of the Term hereof shall be prorated as of the expiration of the Term so that Tenant shall only pay for such Taxes which relate to the tax period included within the Payment Period. With respect to any assessment which may be levied against or upon the Center or any portion thereof or which under the laws then in force may be evidenced by improvement or other bonds, or may be paid in installments, only the amount of such installment and statutory interest shall be included within the computation of the annual taxes and assessments levied against the Center or any portion thereof.

12.5 Tenant shall have the right to pay under protest any assessment which increases the amount of Tenant's real estate taxes and assessments and to request that Landlord contest any such assessment subsequent to payment, but Landlord shall not be obligated to do so. Any refund of any tax or assessment (including interest and penalties) which has been paid by Tenant, and which is allocable to the Premises, shall belong to Tenant.

12.6 In connection with performing an audit of Common Area Charges, Tenant shall have the right to audit Landlord's or Landlord's agent's records pertaining to Taxes in accordance with the terms of Section 10.6.

ARTICLE 13 INSURANCE

13.1 Tenant shall at all times during the Term hereof (commencing as of the Possession Date) and at its own cost and expense procure and continue in force a policy of commercial general liability insurance (also known as broad form comprehensive general liability insurance), insuring against liability for bodily injury, property damage and personal injury arising out of the use, operation or occupancy of the Premises in an amount of not less than Three Million Dollars (\$3,000,000.00), combined single limit. Tenant shall provide to Landlord upon written request a certificate of insurance reflecting such coverage. Tenant shall name Landlord and its lender, property manager, successors and assigns and beneficiaries, and any other party reasonably designated by Landlord, each as additional insured.

13.2 Tenant shall procure and maintain at all times during the Term of this Lease at its sole cost and expense, "Special Form" property insurance coverage, with standard exceptions, covering its fixtures, equipment and personal property located on the Premises, together with insurance against vandalism and malicious mischief. Landlord shall have no interest in the proceeds of insurance maintained by Tenant under this Section 13.2 and will sign all documents which are necessary or appropriate in connection with the settlement of any claim or loss by Tenant.

13.3 Landlord agrees to insure or caused to be insured the Building, the Center and all improvements owned by Landlord or not, but excluding anything insured by Tenant in Section 13.2 above against loss or damage by any perils covered by a standard broad form all risk property insurance policy in an amount equal to the full replacement value. Landlord shall also maintain commercial general public liability insurance against claims for personal injury, death or property damage occurring in, on or about the Common Areas, the Center, portions of the Building not leased to Tenant and the sidewalks and areas adjacent to the Premises and the Center under Landlord's control to afford protection to the minimum limit of Three Million Dollars (\$3,000,000.00) for any personal injury, death or property damage. Subject to ARTICLE 22, all proceeds from such insurance policies shall be used for the restoration of the Building, the Center and the Premises pursuant to the terms of this Lease. Landlord shall provide to Tenant upon written request a certificate of insurance reflecting such coverage. Tenant shall pay Tenant's Proportionate Share of insurance premiums for such insurance as part of Common Area Charges as well as any deductibles with respect thereto.

13.4 Landlord and Tenant each hereby waive any and all rights of recovery against each other and the officers, employees, agents and representatives of such other party for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against by any insurance policy in force (whether or not described herein) carried by such waiving party in lieu thereof, and each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. In addition, except as modified by statute and excluding Landlord's gross negligence and intentional misconduct, all merchandise,

furniture, fixtures and property of Tenant which may be on or about the Premises or the Patio Area or elsewhere in the Center shall be at the sole risk and hazard of Tenant, and if the whole or any part of the Premises or the Patio Area is destroyed or damaged by any cause whatsoever, no part of such loss or damage will be charged to Landlord, subject to ARTICLE 22.

13.5 All insurance policies required to be carried hereunder shall be issued by insurance companies having a rating of at least A-VI, as set forth in the most recent issue of "Best's Insurance Guide." All policies obtained by Landlord or Tenant under the terms of this Lease shall have an effective coverage date which is the same as the Possession Date. Any party may satisfy its obligations regarding insurance pursuant to an umbrella policy. Notwithstanding anything set forth in this Lease to the contrary, provided that Tenant or its parent company (so long as the parent company is a guarantor of Tenant's obligations under this Lease) maintains a tangible net worth of at least One Hundred Million Dollars (\$100,000,000.00) (in 2017 Dollars), Tenant shall have the right to self-insure with respect to any insurance required to be maintained by Tenant hereunder provided that Tenant first shall notify Landlord of Tenant's election to self-insure and provide to Landlord proof of Tenant's (or, as applicable, Tenant's parent company's) net worth, provided that while said information is available online, then Tenant shall not be required to provide such proof. If Tenant and to the extent Tenant elects to self-insure, Landlord shall have the same benefits as would be applicable to Landlord if Tenant had maintained such insurance with a third party insurer including, without limitation, the benefits of Section 13.4 and Section 14.1.

13.6 Without limiting the generality of other provisions of this Lease regarding insurance coverage to be maintained by Tenant, for such period of time as Tenant shall serve liquor or other alcoholic beverages, Tenant agrees to maintain with a responsible and qualified (a Best Rating of A-VIII or better) insurance company licensed to do business in Massachusetts, and with minimum combined limits of at least the minimum limits of insurance specified elsewhere in this Lease plus minimum limits of coverage of at least Three Million Dollars (\$3,000,000) under an umbrella policy covering excess "liquor law" liability, or such higher limits as Landlord may from time to time request but no more often than every five (5) years, provided such higher limits are then customarily being carried by similar restaurant operations in the Commonwealth of Massachusetts selling beer, wine and other alcoholic beverages and provided that Landlord requires the same higher limits from all other similarly situated tenants in the Center for similar uses, the broadest available so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) policy or policies, which shall insure Tenant and Landlord (disclosed or undisclosed), and all those claiming by, through or under Landlord against any and all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, including, without limitation, any claims mentioned in the immediately preceding indemnity paragraph; so that at all times Landlord will be fully protected against any claims that may arise by reason of or in connection with the sale and dispensing of liquor and alcoholic beverages in and from the Premises. Certificates of such insurance shall upon written request be deposited with Landlord showing current insurance in force; and all such policies shall name Landlord as an additional insured and shall provide that such policies shall not be cancelled or the coverage reduced without at least thirty (30) days prior written notice to Landlord, and such certificate shall evidence the same.

ARTICLE 14 RELEASE AND INDEMNITY

14.1 Subject to the terms of this Lease including, without limitation, Section 13.4, Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from: (a) Tenant's use of the Premises or the conduct of its business; (b) any negligent act or omission done, permitted or suffered by Tenant in or about the Premises, the Building or the Center; or (c) any breach or default in the performance of any obligation of Tenant under the terms of this Lease, all of which indemnities shall include court costs and reasonable attorneys' fees; provided, however, that the foregoing shall not extend to any claim to the extent arising out of the willful, reckless or negligent act or omission of, or breach of any provision of this Lease by Landlord, its agents, officers, servants, employees or contractors. For purposes of this Section 14.1, Tenant shall include Tenant, its employees, agents, contractors and, while in the Premises (including the Patio Area), Tenant's customers and invitees.

14.2 Subject to the terms of this Lease including, without limitation, Section 13.4, Landlord shall indemnify and hold harmless Tenant from and against any and all claims arising from: (a) Landlord's use and maintenance of the Common Areas or any injuries occurring in the Common Areas or any portion of the Building or the Center outside the Premises; (b) any negligent act or omission done, permitted or suffered by Landlord in, on or about the Premises, the Building or the Center; or (c) any breach or default by Landlord of any of the representations, warranties or covenants set forth in this Lease or in the performance of any obligation of Landlord under this Lease; all of which indemnities shall include court costs and reasonable attorneys' fees; provided, however, that the foregoing shall not extend to any claim to the extent arising out of the willful, reckless or negligent act or omission of Tenant, or breach of any provision of this Lease by Tenant, its agents, officers, servants, employees or contractors. For purposes of this Section 14.2, Landlord shall include Landlord, its employees, agents and contractors.

ARTICLE 15 INSOLVENCY, ETC. OF EITHER PARTY

15.1 The filing of any petition in bankruptcy whether voluntary or involuntary, or the adjudication of Landlord or Tenant as bankrupt or insolvent, or the appointment of a receiver or trustee to take possession of all or substantially all of the Landlord's or Tenant's assets, or an assignment by Landlord or Tenant for the benefit of its creditors, or any action taken or suffered by Landlord or Tenant under any State or Federal insolvency or bankruptcy act including, without limitation, the filing of a petition for or in reorganization, or the taking or seizure under levy of execution or attachment of the Premises or any part thereof, shall not constitute a breach of this Lease by Landlord or Tenant, unless Landlord or Tenant (or any appointed trustee, custodian, receiver, etc. of such party) commits a Default as defined herein.

15.2 Neither this Lease nor any interest therein or thereunder, nor any estate thereby created in favor of Tenant, shall be an asset of Tenant in or under any bankruptcy, insolvency or reorganization proceeding, nor shall any of the same pass by operation of law under any State or Federal insolvency or bankruptcy law to any trustee, receiver or assignee for the benefit of creditors or any person.

ARTICLE 16
PERSONAL PROPERTY AND OTHER TAXES

16.1 Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises. If any of Tenant's said personal property shall be assessed with Landlord's real property, Tenant shall pay to Landlord the taxes attributable to Tenant within thirty (30) days after receipt of a written statement including said tax bill setting forth the taxes applicable to Tenant's property.

ARTICLE 17
SIGNAGE

17.1 . Tenant may install the exterior signage shown on **Exhibit C** and such other exterior signage approved by Landlord which approval shall not be unreasonably withheld, conditioned or delayed, subject to Tenant's receipt of approval from the relevant governmental authorities. Landlord expressly acknowledges that Landlord has received, reviewed, and approved Tenant's exterior signage, storefront and display specifications, which specifications are attached hereto as **Exhibit C** and that such specifications comply with all requirements set out in this Lease (other than with respect to applicable laws for which Landlord makes no representation). Tenant may install and display any interior signage and advertising materials as Tenant deems appropriate (provided that any interior signage on or near any windows shall be professionally prepared, properly maintained and in compliance with applicable laws). Additionally, any statements to the contrary notwithstanding, no other party shall be allowed to install or maintain signage or otherwise use the exterior wall portion of the Premises. Tenant shall be allowed to place appropriate signage on the entrances to the Premises advertising Tenant's hours of operation and other information and shall be allowed to install tasteful "Coming Soon," "Now Hiring" and "Now Open" banners subject to the foregoing provisions.

17.2 Tenant shall be allowed to display its logo and other information on the top panel position on both sides of any monument or pylon signs serving the Center and/or constructed by Landlord at the Center, such sign panels to be no less than the panels allocated to similarly sized tenants of the Center, at no cost to Tenant other than as set forth in the following sentence. Landlord shall maintain (including repair, replacement, operation and insuring) any monument or pylon sign structure that is utilized by more than one tenant in the Center and include the same in Common Area Charges, and Tenant shall be responsible for the fabrication, installation and maintenance (including repair, replacement, operation and insuring) of its sign panel on such sign.

ARTICLE 18
ASSIGNMENT AND SUBLETTING

18.1 Tenant may assign or transfer this Lease or Tenant's interest therein, and may sublet the Premises or any part thereof (collectively "**Assign**" or "**Assignment**"), without Landlord's consent: (a) to a parent, subsidiary, affiliate, franchisee, licensee or similarly related entity; (b) in connection with a merger, acquisition, reorganization or consolidation; or (c) in connection with the sale of Tenant's corporate stock or assets. Notwithstanding the foregoing, prior to or, if Tenant is

prohibited from providing prior notice, promptly following an Assignment that does not require Landlord's consent, Tenant shall deliver to Landlord notice of the Assignment including substantiation that one of the foregoing conditions has or will be satisfied (and, for the avoidance of doubt, substantiation shall mean the provision of commercially reasonable materials that demonstrate that the applicable condition existence; for example, with respect to a merger, Tenant would provide proof of the merger, but would not need to provide the documentation setting forth the terms of the merger), a copy of the Assignment document, contact information for the new Tenant, and the date on which the Assignment will be effective. Any other Assignment shall require Landlord's consent, which consent shall not be unreasonably withheld, delayed or conditioned. Without limiting the generality of the foregoing, Landlord shall have no right to any sums or economic consideration resulting from an Assignment, including any Assignment permitted without Landlord's consent. No Assignment by Tenant, whether pursuant to this Section 18.1, Section 18.2 or otherwise shall relieve Tenant (or any prior "Tenant") of any obligation to be performed by Tenant under this Lease whether arising before or after the Assignment.

18.2 If Tenant desires at any time to enter into an Assignment of this Lease for which Landlord's consent is required, it shall first give written notice to Landlord of its desire to do so, which notice shall contain: (a) the name of and contact information for the proposed assignee, subtenant or occupant; (b) the nature of the proposed assignee's, subtenant's or occupant's business to be carried on in the Premises; (c) information relating to the experience and financial condition of the proposed assignee, subtenant or occupant; (d) intentionally omitted, and (e) the terms and conditions of the Assignment. At any time within thirty (30) days after Landlord's receipt of such notice, Landlord shall, by written notice to Tenant: (i) consent to the Assignment; (ii) reasonably withhold its consent; or (iii) terminate the Lease. In determining whether to grant or withhold consent, Landlord shall be entitled to take into account all factors that a sophisticated landlord would consider in leasing similar space to a new tenant. If the Landlord disapproves the Assignment, Landlord agrees to supply Tenant with a written statement setting forth the specific reasons for such disapproval. If Landlord fails to supply this written statement within said thirty (30) day period and such failure continues for five (5) business days after Landlord's receipt of a notice stating that the response was not received within the initial thirty (30) day time period, then this shall be deemed consent by Landlord to any such Assignment. If Landlord consents to the Assignment within said thirty (30) day period (as same may be extended pursuant to the foregoing sentence), Tenant may thereafter enter into such Assignment of the Premises or portion thereof on the terms set forth in Tenant's notice requesting consent. The consent by Landlord to any Assignment shall not relieve Tenant of the obligation to obtain Landlord's consent to any other Assignment. In addition, and notwithstanding the foregoing to the contrary, as an alternative to granting or withholding consent to a proposed Assignment, Landlord shall have the right to terminate this Lease by written notice to Tenant given within the time periods set forth above with respect to responses to a request for Assignment. If Landlord terminates the Lease by written notice to Tenant within the time periods set forth above, Tenant may, within thirty (30) days of receipt of such termination notice, elect in Tenant's sole discretion to reinstate the Lease, in which case the Lease with Tenant shall remain in full force and effect as if no Assignment was attempted.

18.3 For purposes of the Lease, any sale or transfer of capital stock including redemption or issuance of additional stock of any class, will not be deemed an assignment, subletting or transfer of the Lease.

ARTICLE 19
IMPROVEMENTS, ALTERATIONS AND SURRENDER

19.1 Tenant shall provide its plans and specifications for its initial improvements ("**Tenant's Plans and Specifications**") to the Landlord for its review and approval on or before June 15, 2017, subject to Tenant's receipt of (1) Landlord's Plans and (2) the fully executed Staples Amendment. Landlord agrees to approve or disapprove Tenant's Plans and Specifications within ten (10) business days of delivery of same to Landlord, and to provide specific reasons and instructions regarding any disapproved matters. If Landlord fails to so respond within such ten (10) business day period, Tenant's Plans and Specifications shall be deemed approved by Landlord. If Tenant's Plans and Specifications were delivered prior to the execution of this Lease, Landlord and Tenant agree that the ten (10) business day period shall run from Tenant's delivery of such Tenant's Plans and Specifications, not the Effective Date of this Lease. As part of its initial improvements, Tenant shall be permitted to alter the exterior of the Premises to exhibit Tenant's trade dress. Tenant shall also be allowed to incorporate its standard design and material elements in the store design and to relocate any existing doors.

19.2 Tenant shall without the prior written consent of Landlord, have the right at any time and from time to time during the Term of this Lease, to, at Tenant's sole cost and expense, erect, alter, remodel, renovate, rehabilitate, reconstruct, rebuild, replace and remove any interior, non-mechanical, non-structural portion of the Premises, all to Tenant's specifications, so long as any such change to any interior, non-structural portion of the Premises does not exceed Fifty Thousand Dollars (\$50,000.00). Except as set forth in Section 19.1, Tenant shall not make any exterior, mechanical or structural alteration to the Premises without Landlord's prior consent, which shall not be unreasonably withheld, delayed or conditioned. Tenant shall give Landlord five (5) days' advance notice before commencing any work under this Section 19.2 to permit Landlord to post notices of non-responsibility. Tenant shall provide plans and specifications for any work requiring Landlord's consent under this Section 19.2 to Landlord for its review and approval. Landlord agrees to approve or disapprove the performance of the alterations, and Tenant's plans and specifications therefor, within ten (10) days of delivery of same to Landlord, and to provide specific reasons and instructions regarding any disapproved matters. If Landlord fails to so respond within such ten (10) day period, the alterations and the plans and specifications therefor shall be deemed approved. Tenant shall be allowed to install security cameras within and immediately outside of the Premises, as Tenant deems necessary, at Tenant's sole cost and expense. Tenant, at its sole cost and expense, shall have the option to install solar panels, antennas and/or satellite dishes on the roof over the Premises subject to applicable codes and the provisions of this Lease. There shall be no additional rent charged for such use of the roof, and Tenant shall be allowed to remove these items upon the expiration or sooner termination of this Lease, subject to the repair obligations as set forth below. Notwithstanding the foregoing, Tenant's rights with respect to the placement of solar panels, satellite dishes and other items on the roof as well as all components relating to such panels, dishes and items (collectively, "**Roof Installations**") shall be subject to Tenant obtaining Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed, of (i) the location of the Roof Installations (and the Roof Installations shall be located so as not to be visible) and (ii) the plans and specifications for the installation of the Roof Installations. Tenant shall not penetrate or damage the roof membrane of the Building in connection with the installation of the Roof Installations. It is further required that (x) the installation of the Roof Installations is performed in strict accordance with Landlord's roof and other warranties, (y) such installation is performed by

a Tenant-chosen roofing contractor, at Tenant's expense by Landlord's roofing contractor, provided, however, that Landlord shall ensure all costs and rates charged by such contractor are reasonable for substantially similar work performed by licensed roofing contractors performing similar work for commercial buildings in the Natick, Massachusetts area, and provided that all work shall be performed in compliance with all warranties, and (z) Tenant obtains all permits and approvals, if any, required in connection with such Roof Installations. Tenant shall maintain and promptly and properly repair the Roof Installations, and, excluding Landlord's, its agents', contractors' or employees' negligence or willful misconduct, in each case while acting in the scope of their respective employment or agency, shall indemnify, defend and hold harmless Landlord from any damage or liability arising from the installation, maintaining and removal of the Roof Installations and, upon Landlord's request, shall remove the Roof Installations at the expiration or earlier termination of the Term and repair any damage caused by the installation or removal of the Roof Installations.

19.3 At any time during the Term of this Lease, notwithstanding anything in this Lease to the contrary, Tenant may at its sole option, (but shall not be obligated to), remove any or all additions, improvements, fixtures, installations, moveable trade fixtures, furniture and other personal property which were placed in the Premises by Tenant and funded by Tenant, provided Tenant shall repair any damage occasioned by such removal. All work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner. Any such changes, alterations and improvements shall be performed in accordance with the laws and ordinances relating thereto.

ARTICLE 20 DEFAULT AND REMEDIES

20.1 The occurrence of any one or more of the following events shall constitute a breach and default of this Lease by Tenant ("**Tenant Default**"):

(a) The failure to pay Base Rent, Additional Rent, or any other charge within five (5) days of the date when due, provided that Tenant shall be entitled to two (2) late notices in any twelve (12) month period which shall provide a five (5) business day opportunity to cure before such late payment is a Tenant Default; or

(b) Except as otherwise provided in this Lease, the failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph (a) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter prosecutes such cure to completion.

20.2 In the event of any Tenant Default, then in addition to any and all other remedies available to Landlord at law or in equity, Landlord shall have the right to immediately terminate this Lease effective upon notice to Tenant and all rights of Tenant hereunder by giving written notice to Tenant of its election to do so. If Landlord shall elect to terminate this Lease, then it may recover from Tenant, in addition to all other amounts that may be due from Tenant:

(a) The worth at the time of the award ("Award") by a court of competent jurisdiction, of the unpaid Base Rent payable hereunder which had been earned at the date of such termination; plus,

(b) The worth at the time of the Award by a court of competent jurisdiction of the amount by which the unpaid Base Rent which would have been earned after termination and until the time of the Award exceeds the amount of such rental loss which could have been reasonably avoided; plus,

(c) The worth at the time of the Award of the amount by which the unpaid Base Rent for the balance of the then current term of the Lease after the time of the Award exceeds the amount of such rental loss which could be reasonably avoided; plus,

(d) Any other reasonable amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations hereunder; and

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted by applicable state law from time to time.

(f) With or without terminating this Lease, Landlord may re-let all or any part of the Premises from time to time for periods (even if beyond the Term of this Lease), at such rental, and upon the same terms and conditions as Landlord would rent similar space in the Center, and may make improvements and repairs to the Premises. No re-entry or taking of possession by Landlord shall terminate this Lease unless Landlord gives a written notice of such intention to Tenant or a court of competent jurisdiction terminates the Lease; nor shall Landlord's right to re-let constitute an obligation to re-let or to mitigate damages (provided that Landlord shall comply with its obligation to mitigate damages as set forth in Section 20.7 hereof).

In addition, Tenant waives all statutory rights (including rights of redemption) to the extent such rights may be lawfully waived.

20.3 As used in subparagraphs (a) and (b) above, the "worth at the time of the Award" is computed by allowing interest at the Interest Rate. As used in subparagraph (c) above, the "worth at the time of the Award" is computed by discounting such amount to present value at the rate of twelve percent (12%) per annum.

20.4 In the event of any Tenant Default, Landlord shall also have the right to terminate Tenant's right of possession by any lawful means, to re-enter the Premises by legal means and remove all property and persons therefrom, and any such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant.

20.5 If Landlord has not elected to terminate this Lease, Landlord may maintain Tenant's right to possession in which case Landlord may recover all Base Rent as it becomes due.

20.6 If any installment of Base Rent due from Tenant is not received by Landlord or Landlord's designee within five (5) business days after written notice that such amount shall be due, Tenant shall pay to Landlord an additional sum of Five Hundred Dollars (\$500.00) with the overdue Base Rent as a late charge (the "Late Charge"). Notwithstanding the foregoing, the Late Charge

shall be waived on the first two (2) occasions only during any consecutive twelve (12) month period during the Term that Tenant shall be late in the payment of any amount due hereunder, provided that Tenant pays the amount due within five (5) business days after the later of (i) the date such payment is originally due, or (ii) the date of delivery of any invoice and/or other notice thereof from Landlord.

20.7 In the event of a Tenant Default, Landlord shall take reasonable steps to mitigate its damages. Landlord shall be deemed to have satisfied the obligation to mitigate by listing the Premises on commercially reasonable terms for the Natick, Massachusetts area with a commercial real estate broker provided that Landlord shall not be obligated to prioritize the reletting of the Premises over other space in the Center that is available or will be becoming available within the following year.

ARTICLE 21 LANDLORD DEFAULT

21.1 In the event that Landlord shall at any time be in default in the observance or performance of any of the terms, covenants, conditions or agreements hereunder and any such default shall continue for a period of: (a) five (5) business days after written notice to Landlord in any emergency situation (unless the nature of such emergency requires faster action, in which case the time period shall be determined by the specific set of circumstances), in which event Tenant's notice shall specify that the notice pertains to an emergency; or (b) thirty (30) days after written notice to Landlord where there is no emergency (if such default is incapable of being cured in a reasonable manner within thirty (30) days then if Landlord has not commenced to cure the same within such thirty (30) day period and thereafter diligently prosecutes the same to completion), then Tenant, at its option, with or without notice or demand of any kind to Landlord or any other person, shall have the right to exercise any one or more of the following described remedies: (i) if the condition has a material adverse impact on Tenant's ability to operate its Permitted Use, and Tenant has given a second notice stating that Tenant intends to exercise Tenant's rights pursuant to this clause, to cure such default for the account of Landlord, and Landlord shall reimburse Tenant for any amount paid and any expense or contractual liability so incurred, including interest at the Interest Rate, upon invoice, subject to any limitations set forth in this Lease; (ii) to pursue the remedy of specific performance and Tenant's other statutory rights; or (iii) if such default materially and adversely affects Tenant's operations from the Premises, to terminate this Lease. In addition, Tenant shall be entitled at its election, to exercise concurrently or successively, any one or more of the rights in equity provided hereunder or under the laws of the United States or the State where the Premises are located for Landlord's default. Tenant shall have the option, at its sole discretion, of offsetting any payments due or payable to Landlord, until such time as Tenant has been completely reimbursed for its expenses or costs resulting from any Landlord breach or liability under this Lease subject to the limits set forth in this Lease. Nothing herein contained shall relieve Landlord from its duty to effectuate the repair, replacement, correction or maintenance required to restore the affected services or utilities, or to perform any of its other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

ARTICLE 22
DAMAGE OR DESTRUCTION

22.1 If, at any time prior to the expiration or termination of this Lease, the Premises or the Building are damaged or destroyed by any casualty covered by insurance maintained under ARTICLE 13 (or required to be maintained under ARTICLE 13), Landlord, to the extent of the Net available insurance proceeds applicable to the damage to the Premises or the Building, as the case may be, shall promptly cause the same to be fully repaired and restored to the condition existing immediately prior to such damage or destruction (subject to changes necessary to comply with then existing laws applicable thereto and any changes in design approved by Landlord and Tenant, and provided that Landlord shall not be required to repair damage to the interior of any other premises in the Building and Landlord's obligations with respect to the Premises shall be as set forth in the following provisions of this ARTICLE 22). "Net" means the insurance proceeds less all reasonable costs and expenses, including adjustors and attorney's fees, of obtaining the same.

22.2 If Landlord is not required to repair and restore the Premises and/or Building after the Premises or the Building are totally or partially damaged or destroyed from a casualty and Landlord does not elect to make such repairs and restoration, Tenant may terminate this Lease by providing written notice of such termination to Landlord within sixty (60) days after the date Landlord provides Tenant with written notice that Landlord does not intend to repair such damage or destruction.

22.3 Notwithstanding anything to the contrary contained in Sections 22.1 and 22.2, if the Premises or the Building are wholly or partially damaged or destroyed within the final Lease Year of the Primary Term of this Lease or, if an applicable Extension Option has been exercised, during the last year of any Extended Term, then either Landlord or Tenant may terminate the Lease by providing written notice of such termination to the other party within sixty (60) days after the occurrence of such damage or destruction provided that Tenant shall have the right to terminate only if Tenant shall not be responsible for such damage or destruction and Tenant would be required to close for more than fifty percent (50%) of the remaining portion of the Term (calculated from the date of the damage or destruction), and Landlord shall have the right to terminate only if the cost to repair the damage would be in excess of twenty-five percent (25%) of the replacement costs of the Premises, the Building or the applicable portion thereof. However, if at the time of the damage or destruction Tenant at that time has an exercisable Extension Option to extend this Lease, then Tenant may preserve this Lease by exercising such Extension Option within thirty (30) days following the receipt of Landlord's termination notice ("**Exercise Period**").

22.4 If the Premises should be damaged by any casualty, such that rebuilding or repairs cannot be completed within two hundred seventy (270) days from the Required Start Date, as defined in Section 22.5 below, Tenant may terminate this Lease by providing Landlord with written notice of such termination within thirty (30) days of the date of the happening of such damage, which termination shall be effective as of the date of the occurrence of such damage or destruction. The determination of whether the Premises can be rebuilt or repaired within two hundred seventy (270) days from the date of any damage shall be in the mutual judgment of both Landlord and Tenant within thirty (30) days of the occurrence of the damage or destruction. If Landlord and Tenant cannot agree, the determination shall be made by an independent contractor mutually acceptable to both Landlord and Tenant.

22.5 Notwithstanding anything in this ARTICLE 22, if Landlord does not commence any repair or rebuilding as contemplated by the terms of this Article within sixty (60) days after the later of (a) the occurrence of such damage or destruction or (b) the determination that neither Landlord nor Tenant will terminate the Lease pursuant to Section 22.3 or Section 22.4, as applicable ("Required Start Date"), and with reasonable and prompt dispatch continue to restore the Premises, or if Landlord shall fail to diligently complete any repair or rebuilding as contemplated by the terms of this Article within two hundred seventy (270) days after the Required Start Date, Tenant shall have the right, upon written notice to Landlord, in addition to other rights provided herein, to terminate this Lease as of the date of the occurrence of such damage or destruction or perform the repairs and charge Landlord for the cost of the same and Landlord shall promptly reimburse Tenant the reasonable cost of the repairs up to the amount that Landlord would have been required to expend pursuant to the terms of this Lease.

22.6 In the event that this Lease shall remain in full force and effect pursuant to the provisions of this Article, the Base Rent and all other charges payable by Tenant hereunder shall be reduced or abated as of the date of the occurrence of such damage or destruction until Landlord delivers possession of the Premises to Tenant with all of Landlord's repairs and restoration complete.

22.7 If the existing laws do not permit restoration of the Premises to substantially the same condition as they were in immediately before destruction, then Tenant at its option, may (a) require Landlord to restore the Premises so as to comply with the then existing laws or codes and, if appropriate, reduce the Base Rent on a pro rata basis; or (b) terminate this Lease immediately by giving written notice to Landlord, in which case the Lease shall cease as of the date of the occurrence of the damage or destruction.

ARTICLE 23 MECHANICS' LIENS

23.1 Both parties agree that they will pay or cause to be paid all costs for work done by them or caused to be done by them on the Premises, and will keep the Premises free and clear of all mechanics' liens on account of work done by them or persons claiming under them. Landlord shall have the right at any time and from time to time to post and maintain on the Premises such notices as Landlord deems reasonably necessary to protect the Premises and Landlord from mechanics', material or any other liens. Upon completion of such work, the party doing such work shall file for record in the office of the Clerk and Recorder of the County where the Premises is located a notice of completion if required by law. The party doing such work may contest the validity of the amount of any such lien and may appeal any adverse judgment or decree, provided, however, that at the reasonable written request of the other party, the party doing such work shall, at its option, either post a bond sufficient to remove such lien pending contest or cause a title company to insure the other party in a manner reasonably satisfactory to it, against the enforcement of the lien against it. If the party doing such work shall default in paying any charge for which a mechanic's lien and suit to foreclose the lien have been filed, and shall not be taking appropriate actions to contest the validity or amount of such lien, the other party may (but shall not be required to), after written notice to the party doing such work, pay said claim and any costs related thereto, and the amount so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately due and owing from the party doing such work to the other party, and shall be paid upon demand.

ARTICLE 24
EMINENT DOMAIN

24.1 If any or all of the Premises, the Building, the Common Areas or any access area related to the Center, or the drive aisles in the Center or parking in the Center shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain (or similar law authorizing the involuntary taking of private property, which shall include a sale in lieu thereof to a public body) (a "taking") on a permanent basis and in each of the foregoing situations, only if Tenant is prevented from operating Tenant's business in the Premises in a reasonable manner, Tenant shall have the right, at its option: (a) to terminate this Lease as of the earlier of the date of title transfer or the date of the taking of possession by the condemning authority in which event the Term hereof and Base Rent and all other charges shall be abated and any unearned Base Rent paid or credited will be refunded by Landlord to Tenant; or (b) to reduce the Base Rent as provided in Section 24.2 below. Tenant shall elect among these rights and give notice to Landlord of its election within sixty (60) days after the date when possession of the portion of the Premises is acquired by the condemning authority. Landlord and Tenant respectively, shall be entitled to any awards permitted by applicable law resulting from any such taking.

24.2 If Tenant does not elect to terminate this Lease as set forth herein, then this Lease shall continue in full force and effect and the Net proceeds of the award that are applicable for the Premises shall be used by Landlord to restore the remainder of the improvements on the Premises so far as practicable to a complete unit of like quality and condition to that which existed immediately prior to the taking, and the Base Rent and Tenant's Proportionate Share shall be reduced as follows: (a) if the taking is of a portion of the Premises, the Base Rent reduction shall be calculated based on the then current Base Rent per square foot times the square footage of the Premises taken, and Tenant's Proportionate Share shall be recalculated based upon the new square footage of the Premises, and (b) if the taking is of a portion of the Common Area, but not the Premises, the Base Rent reduction shall be calculated based on the reduced utility of the Premises. Except for any separate award to Tenant for Tenant's movable trade fixtures or relocation expenses which does not reduce Landlord's award, all Taking awards to Landlord or Tenant shall be Landlord's property without Tenant's participation. Tenant assigns to Landlord Tenant's share of such award, waives any rights with respect to the loss of its leasehold interest, and agrees to execute such commercially reasonable instruments as may be necessary to confirm the assignment and to deliver to Landlord any such award recovered by Tenant except the separate award described above. "Net" means the taking award less all reasonable costs and expenses, including adjustors and attorney's fees, of obtaining the same.

24.3 If Landlord does not commence within thirty (30) days of receipt of the award, and with reasonable dispatch continue, to restore the portion of the Premises as aforesaid, Tenant shall have the right, upon giving notice to Landlord, in addition to other rights provided herein, to: (a) restore the Premises for the account of and at Landlord's sole cost and expense (up to a maximum of the award that is applicable to damage to the Premises); or (b) terminate this Lease upon written notice to Landlord, and all Base Rent and all additional charges shall be abated as of the date of such notice. If Tenant elects to restore for the account of Landlord, Landlord shall promptly assign to Tenant any award or payment made to Landlord as a result of any such taking to the extent the award is applicable to the damage that Tenant is repairing. Until Tenant has been fully reimbursed for such cost and expense to the extent set forth above, Tenant may fully abate Tenant's Base Rent. If, at the

end of this Lease, Tenant has not been fully reimbursed therefor, Tenant shall have the right to: (x) extend the Term of this Lease for any period of time selected by Tenant which is less than or equal to the period which shall enable Tenant to recover such cost and expense plus interest by abatement from Base Rent, as aforesaid; or (y) place a lien on the Premises for the unrecovered amount; or (z) pursue all available legal remedies for recovery of the unreimbursed amount and all damages to Tenant related to Landlord's failure to reimburse Tenant as set forth in this paragraph.

ARTICLE 25 ABATEMENT OF RENT WHEN TENANT IS PREVENTED FROM USING PREMISES

25.1 Intentionally Omitted.

ARTICLE 26 QUIET POSSESSION

26.1 Provided Tenant is not then in default under the terms of the Lease beyond any applicable notice and cure periods, Tenant may peaceably and quietly have, hold and enjoy the Premises and use the Common Areas as provided in this Lease during the Term without hindrance or molestation from Landlord or anyone claiming legally under Landlord, subject to the terms of this Lease and any instruments having priority. Landlord warrants and represents to Tenant that the Landlord is solely vested with fee simple title to the Premises and the Center and has full right and lawful authority to lease the Premises to Tenant. Landlord further warrants and represents that, to the best of Landlord's knowledge, there are no liens, encumbrances, mortgages, easements, or any other matters which would preclude or otherwise adversely affect Tenant's intended use or other rights or benefits under this Lease.

ARTICLE 27 BINDING ON HEIRS, SUCCESSORS, AND ASSIGNS

27.1 The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.

27.2 In the event of a sale of the Premises or a change in ownership of Landlord's estate, or if there is an assignment or transfer of this Lease by Landlord for other than security purposes, Landlord shall cause the new owner or Landlord's assignee or transferee, as applicable, to assume the provisions of this Lease and notice of such assignment or transfer shall be given to Tenant promptly after the date of transfer, and thereupon, Landlord shall be released from all liability relating to this Lease. Notwithstanding the foregoing to the contrary, if the new "Landlord" by operation of Law is deemed to have assumed Landlord's obligations, then the foregoing separate assumption shall not be required. Tenant shall be entitled to continue to pay Rent and give all notices to Landlord until Tenant has received the foregoing from Landlord.

ARTICLE 28 ESTOPPEL CERTIFICATES

28.1 Tenant shall, without cost and within fifteen (15) business days after Tenant's receipt of Landlord's written request thereof, execute, acknowledge and deliver to Landlord an Estoppel Certificate certifying such factual matters relating to this Lease as Landlord may reasonably require.

28.2 Landlord shall, without cost and within fifteen (15) business days after Landlord's receipt of Tenant's written request thereof, execute, acknowledge and deliver to Tenant an Estoppel Certificate certifying such factual matters relating to the Lease as Tenant may reasonably require.

28.3 Such Estoppel Certificates shall be for the purpose of facilitating either party's financing, refinancing or sale activities only, and shall not affect or prejudice any rights or remedies of either party against the other.

ARTICLE 29 NOTICES

29.1 Any notice required or permitted to be given hereunder shall be in writing and may be given by overnight mail or certified U.S. Mail, or national overnight courier such as UPS or FedEx, or, where provided in this Lease, orally or by email (but with respect to any oral or email notification, written notice must be provided in writing to Tenant's notice address set forth in Section 1.1 of this Lease the following business day and shall be deemed effective when received by the intended addressee (whether accepted or rejected) if addressed to Tenant or to Landlord at the addresses noted in Section 1.1, or such other address pursuant to the following sentence. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord and Tenant hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord and Tenant may from time to time hereafter designate by notice to the other party.

ARTICLE 30 CONFIDENTIALITY

30.1 All financial statements and other financial information delivered to Landlord by Tenant shall be held in confidence and shall not be disclosed to any party other than: (a) Landlord's personnel and professional consultants having a reasonable need to know such information, for which Landlord agrees to inform such personnel and consultants of the confidential nature of such information; or (b) any current or prospective mortgagee or purchaser in contemplation of an actual and bona fide transaction; or (c) as may be reasonably required for Landlord to satisfy Landlord's obligations with respect to this Lease. Notwithstanding the foregoing, the foregoing provisions of this Section 30.1 shall not be applicable with respect to any information that is available from third party sources or otherwise available to the public (such as, without limitation, information that would be available based on the applicable party being a publically traded entity, or with respect to any information where Landlord has a legal obligation to provide such information (such as, without limitation, in connection with a legal proceeding)).

ARTICLE 31 LANDLORD'S ACCESS

31.1 Landlord's and Landlord's agents, upon seventy-two (72) hours' prior written notice to Tenant (except in the case of an emergency where Landlord shall only be required to provide telephonic notice followed by written notice the following business day), shall have the right to enter the Premises at reasonable times for the purpose of (a) inspecting the same, (b) showing the same to prospective purchasers or lenders, (c) showing the same to prospective lessees within three hundred sixty-five (365) days of the end of the Term, and (d) making such alterations, repairs, improvements or additions to the Premises or the Building as Landlord may be required to make pursuant to the terms hereof, provided that in the event of an emergency, Landlord and Landlord's agents may enter upon such time frame as is reasonable based on the circumstances, and shall provide simultaneous telephonic notice followed by written notice the next business day. The foregoing shall not be deemed to expand upon Landlord's obligations under this Lease nor to create any liability for Landlord's failure to act.

ARTICLE 32 SUBORDINATION AND NON-DISTURBANCE

32.1 Within fifteen (15) days after the execution of this Lease or as soon thereafter as Landlord places a mortgage on the Center, Landlord shall cause each holder of a lien upon the Premises (and/or the Center or Building of which the Premises are a part) to enter into a Subordination, Non-Disturbance and Attornment agreement, the form of which is attached hereto as **Exhibit G** (the "SNDA"), at no cost to Tenant. In the event that Tenant does not receive the SNDA on or before the Possession Date, Rent shall not be payable until Tenant receives such SNDA at which time the Rent shall be payable retroactively to the Rent Commencement Date (if applicable) and, notwithstanding anything in this Lease to the contrary, the Possession Date shall be delayed by one (1) day for each day following the Effective Date until the date that Tenant receives such SNDA unless Tenant takes possession of the Premises. Should any future holder of a lien upon the Premises whose lien is capable of foreclosure wish to become superior to this Lease, Tenant agrees to subordinate to such lienholder so long as Landlord has such lienholder execute for the benefit of Tenant, a Non-Disturbance Agreement in a form and of a substance acceptable to Tenant, the lienholder and Landlord, each on a reasonable basis, at no cost to Tenant other than Tenant's own legal fees, if any, in negotiating said document. The provisions of this Section to the contrary notwithstanding, this Lease shall remain in full force and effect for the full Term and any extension hereof, and a foreclosure under the deed of trust shall not terminate this Lease or affect Tenant's right of possession pursuant to this Lease.

ARTICLE 33 FORCE MAJEURE

33.1 Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of nature, inability to obtain labor or materials or reasonable substitute therefor, governmental restrictions, regulations or controls, enemy or hostile governmental action, riot, civil commotion, fire or other casualty, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except as otherwise stated in this Lease to the contrary and except that

the foregoing shall not be applicable to any inability or difficulty due to financial matters or to any payments of Rent or otherwise).

ARTICLE 34 RIGHT TO CLOSE BUSINESS

34.1 Tenant shall open for business for a minimum of one (1) business day as a fully fixtured, staffed and stocked Chipotle, with Tenant's leasehold improvements being equivalent or better than the leasehold improvements for other new Chipotle restaurants then being opened in the Massachusetts area. Nothing set forth in this Lease shall be construed, in any manner whatsoever, as an express or implied covenant on the part of Tenant to thereafter continuously operate any business operations on the Premises, and Landlord specifically acknowledges that there is no covenant of continuous operation on the part of Tenant, express or implied. Tenant may, in its sole discretion, close its business at any time and for any reason whatsoever, including without limitation, for the following holidays: New Year's Day, Easter Sunday, July 4th, Thanksgiving Day, Christmas Day and any other holidays recognized by Tenant. No closing shall release Tenant from any of Tenant's obligations herein until such time as the Lease is terminated or expires by its terms. In the event that Tenant has failed to operate its business from the Premises for a period of either (a) sixty (60) consecutive days, or (b) one hundred fifty (150) days in any twenty-four (24) month period, and such failure is not due to remodeling, casualty or condemnation or other causes beyond the reasonable control of Tenant, and in each case Tenant is proceeding diligently to address such cause and to reopen for business, Landlord shall have the right (as Landlord's sole right and remedy due to such failure to operate, which is not intended to waive Landlord's other rights set forth in this Lease including, without limitation, with respect to a Tenant Default) to terminate this Lease and recapture the Premises by providing Tenant with written notice thereof at least thirty (30) days prior to the recapture date. Upon the recapture date, both Landlord and Tenant shall be released from any and all duties, liabilities and obligations under this Lease accruing on or after the recapture date.

ARTICLE 35 HAZARDOUS MATERIALS

35.1 Landlord represents and warrants that, to the best of Landlord's knowledge and except as set forth in Landlord's environmental reports entitled "Phase I Environmental Site Assessment, RIMS #12-006924-01-1, 81 Worcester Street Trust II, 881 Worcester Street, Natick Massachusetts, prepared by Hydro-Environmental Technologies, Inc., September 7, 2012, HEIT Project No. 013-403" and "Phase II Environmental Site Assessment, Building 19/Staples, 881 Worcester Street, Natick, Massachusetts, EBI Project No 1215000061, April 2, 2015, prepared for Crosspoint Associates, Inc., 300 Third Ave., Suite 2, Waltham, MA by EBI Consulting," a copy of which has been delivered to and approved by Tenant, (a) any handling, transportation, storage, treatment or usage of Hazardous Material (as defined below) that has occurred on the Premises or the Center, or the land on which the same are located, to date has been in compliance with all applicable federal, state and local laws, regulations and ordinances; (b) the soil, groundwater and soil vapor on or under the Premises and the Center as of the Possession Date shall be free of Hazardous Material that is in excess of the levels permitted by applicable Laws; and (c) as of the Possession Date there shall be no underground storage tanks on the Premises or in the Center. Landlord, at its sole cost and expense, prior to the Possession Date, shall test for and remove any

lead-based paint, asbestos or asbestos contaminated materials from the Premises that are in excess of the levels permitted by applicable Laws, as defined below.

35.2 Landlord covenants that Landlord will during the Term of this Lease provide to Tenant a copy of all citations or notices of violations received from any governmental authority with regard to any Hazardous Material within five (5) business days of receipt by Landlord.

35.3 If any Hazardous Material is deposited, released, stored, disposed, discovered or present in or on the Premises, the Building, the Center or the land on which the same are located, Landlord, in a manner that complies with all applicable Laws (as defined below), shall at Landlord's cost and expense (except as it relates to Hazardous Materials introduced to the Premises or Center by Tenant, its employees, contractors, agents or, while in the Premises, its customers, in which event the expense shall be borne by Tenant) remove, transport and dispose of such materials and perform all remediation and cleanup of the Premises, the Building, the Center and land necessary pursuant to applicable Laws to remediate any damage to persons, property or the environment as a result of the presence of such Hazardous Material. Landlord covenants that Landlord shall be responsible for all costs incurred in complying with all federal, state and local laws, rules, regulations, guidelines, policies, codes and ordinances of any governmental body having jurisdiction over the same (individually and collectively "Laws") which relate to Hazardous Material that exists at any time in, on or about the Center and the Premises, and the land on which the same are located, including, without limitation, the cost of any required or necessary repair, remediation, cleanup, removal, disposal or detoxification, excluding however, Hazardous Materials introduced to the Premises or Center by Tenant, its employees, contractors, agents or, while in the Premises, its customers, in which event the expense shall be borne by Tenant.

35.4 Landlord covenants that it shall and hereby does indemnify, protect, defend and hold Tenant, its directors, officers, employees and agents and any successor to Tenant's interest in the Premises, free and harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees), to the extent caused by, arising out of or related to Hazardous Material in excess of levels permitted by applicable Laws that exists at any time in, on or about the Center or the Premises, or the land on which the same are located, due to the acts of Landlord, Landlord's employees, agents or contractors, or that existed prior to the Possession Date (except that Landlord shall have no liability for Hazardous Materials to the extent caused by the introduction of such Hazardous Materials to the Premises of Center by Tenant, its employees, contractors, agents or, while in the Premises, its customers, in which event the expense shall be borne by Tenant and Tenant's indemnity set forth in Section 35.5 shall apply). In no event shall Landlord be liable for consequential, indirect or special damages with respect to Hazardous Materials including, without limitation, lost profits.

35.5 Tenant covenants that Tenant shall and hereby does indemnify, protect, defend and hold Landlord, its directors, officers, employees and agents and any successor to Landlord's interest in the Premises, free and harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) to the extent caused by, arising out of or related to Hazardous Material in excess of levels permitted by applicable Laws that is introduced to the Premises or the Center by Tenant, its employees, contractors, agents or, while in the Premises,

its customers. In no event shall Tenant be liable for consequential, indirect or special damages with respect to Hazardous Materials including, without limitation, lost profits.

35.6 As used herein, the term "**Hazardous Material**" means petroleum products, asbestos, mold, and any other hazardous or toxic substance, material or waste, which is or becomes regulated by any applicable state, local or federal governmental authority, whether originating from the Premises or the Building, or the land on which the same are located, or migrating, flowing, percolating, diffusing or in any way moving onto or under the Premises or the Building. The provisions of this Article shall survive the termination of this Lease.

ARTICLE 36 TENANT IMPROVEMENT ALLOWANCE

36.1 Landlord shall pay to Tenant, within thirty (30) days after Tenant delivers to Landlord the TIA Documents, a tenant improvement allowance in an amount equal to Thirty Thousand Dollars (\$30,000.00) plus the credits, if any, listed on **Exhibit D** for the items of Landlord's Work to be performed by Tenant (collectively, the "**Tenant Improvement Allowance**"). The "**TIA Documents**" are (i) a permanent Certificate of Occupancy or equivalent (in which event Tenant shall remain responsible for obtaining the permanent Certificate of Occupancy as soon as possible, subject only to delays caused by Landlord), (ii) a Certificate of Completion from Tenant's architect, certifying that all of Tenant's work has been fully completed in accordance with Tenant's Plans and Specifications, (iii) a lien waiver from Tenant's general contractor indicating payment for all services and materials relating to Tenant's work and to the Premises and waiving all lien rights in connection therewith (provided the foregoing is not intended to relieve Tenant of liability with respect to all liens filed in connection with Tenant's work), (iv) confirmation that Tenant has opened for business, and (v) the first payment of Base Rent. For Federal income tax purposes, Landlord and Tenant agree that Landlord is the tax owner of Tenant's improvements constructed with the Tenant Improvement Allowance. In the event that Landlord fails to pay the Tenant Improvement Allowance to Tenant within said thirty (30) day period, and such failure continues for a period of ten (10) days after written notice to Landlord of the failure to timely pay the Tenant Improvement Allowance, Tenant shall thereafter have the right to offset the amount of the Tenant Improvement Allowance against any payment of Base Rent owed by Tenant to Landlord until Tenant is reimbursed in full.

ARTICLE 37 SECURITY INTEREST

37.1 Landlord waives all statutory and contractual liens or any other so-called "landlord's lien" which it may be entitled to assert against any of Tenant's property as security for the payment of Rent or the performance of any other obligation of Tenant hereunder. For purposes of this Section 37.1, Tenant's property shall be limited to personal property, furniture, fixtures, and trade fixtures that are not permanently attached to the Premises (and, in all events, Tenant shall be obligated to repair all damage caused by the removal of Tenant's property).

37.2 Tenant shall have the absolute right from time to time during the Term, and without Landlord's prior approval, written or otherwise, to grant and assign a mortgage or other security interest in Tenant's interest under the Lease and all of Tenant's property to Tenant's lenders in

connection with Tenant's financing arrangements for the Premises. Landlord agrees to execute such confirmation certificates and other documents as Tenant's lenders may reasonably request in connection with any such financing, in each case subject to Landlord's review and approval of the form and content thereof. For avoidance of doubt, Landlord shall not be obligated to agree to any document or other agreement that would reduce the obligations or liability of Tenant under this Lease or increase the obligations or liability of Landlord under this Lease.

ARTICLE 38 MISCELLANEOUS

38.1 This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding, whether oral or written, pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by both of the parties in interest at the time of the modification. For the avoidance of doubt, the foregoing shall not be deemed to limit the effectiveness of the Guaranty.

38.2 The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

38.3 Wherever in this Lease the consent or approval of one party is required for an act of the other party, unless otherwise specified, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

38.4 Each of Landlord and Tenant represents that each individual executing this Lease on behalf of Landlord and Tenant is duly authorized to execute and deliver this Lease on its behalf.

38.5 The Article and Section captions and headings are for convenience of reference only, and in no way shall be used to construe or modify the provisions set forth in this Lease.

38.6 Time is of the essence with respect to the obligations to be performed under this Lease. Notwithstanding anything herein to the contrary, whenever under the terms and provisions of this Lease the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

38.7 Each of Landlord and Tenant represents and warrants that it has not dealt with any broker in connection with this Lease, except for Landlord's Broker and Tenant's Broker, respectively. Landlord shall pay a commission to Landlord's Broker and Tenant's Broker in accordance with a separate agreement. Landlord shall indemnify and hold harmless Tenant from any payments owed to Landlord's Broker and Tenant's Broker. If Tenant's Broker is not paid in accordance with Tenant's Broker's agreement with Landlord, Tenant may make such payment and offset the amount thereof against any payment owed by Tenant to Landlord. Landlord warrants that Tenant shall not, as a direct or indirect result of execution of this Lease, be responsible to anyone, including, without limitation, real estate brokers or salespersons, for any fees or commissions. Landlord hereby indemnifies and holds Tenant harmless from and against any and all costs, expenses, claims, losses and liabilities arising out of the breach of this warranty.

38.8 No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other

provision. Each party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party.

38.9 Either Landlord or Tenant shall, upon the reasonable request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes in the form attached hereto as **Exhibit F**, which recording shall be at the expense of the party requesting same (and, if a short form memorandum is required by Tenant with respect to the SNDA, then Tenant shall be deemed to have requested the recording).

38.10 No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity, all except as may be specifically set forth in this Lease.

38.11 This Lease shall be governed by the laws of the State where the Premises are located.

38.12 In the event of any proceeding, claim or action being filed or instituted between the parties with respect to this Lease (including the Guaranty), the prevailing party will be entitled to receive from the other party all reasonable costs, damages and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with that action or proceeding upon the controversy being reduced to final judgment or award.

38.13 If Tenant or anyone claiming under it holds over after end of the Term, the party shall, prior to Landlord's acceptance of rent, be a tenant at sufferance, and, after Landlord's acceptance of rent, be a tenant-at-sufferance subject to the provisions of this Lease insofar as the same may be made applicable to a tenancy-at-sufferance; provided that (i) the Base Rent for the period of such tenancy shall be one hundred fifty percent (150%) of the Base Rent payable during the last Lease Year of the Term, and (ii) Tenant shall be liable for all damages incurred by Landlord (including consequential damages) as a result of the holding over.

38.14 For purposes of this Lease, the "**Effective Date**" shall be the later of the date that Tenant or Landlord executes this Lease.

38.15 This Lease may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

38.16 This Lease shall not be binding, nor shall either party have any obligations or liabilities or any rights with respect thereto, or with respect to the Premises, unless and until both parties have executed and delivered this Lease. Until such execution and delivery of this Lease, either party may terminate all negotiation and discussion of the subject matter hereof, without cause and for any reason, without recourse or liability.

38.17 Notwithstanding any provision of this Lease to the contrary, Tenant agrees for itself and each succeeding holder of Tenant's interest, or any portion thereof, that any judgment, decree or award obtained against Landlord, or any succeeding owner of Landlord's interest, which is related to this Lease, the Premises or the Center, whether at law or in equity, shall be satisfied out of Landlord's equity in the Center, including the rentals and sales proceeds therefrom to the extent

not previously distributed or payable to the mortgagee (subject to the terms of the SNDA), and further agrees to look only to such assets and to no other assets of Landlord for satisfaction, and in no event shall Tenant have the right to deduct any amount owed or allegedly owed to Tenant from any rent or other sums payable to Landlord. Tenant's sole remedy shall be an independent action against Landlord for such claim.

38.18 Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable for indirect, special or consequential damages (including, without limitation, lost profits) for any reason, or for any inconvenience, interruption or consequences resulting from the failure of utilities or any service, or for any loss, injury or damage caused by other tenants of the Center, their visitors, guests, invitees, employees, agents, contractors, or any other persons occupying or visiting any portion of the Center, or resulting from leaks of steam, gas, electricity, water, or any other substance from pipes, wires or other conduits, or from the bursting or stoppage thereof or from the roof or other parts of the Center, or for wetness or dampness for any reason, unless due to Landlord's, its agents', employees' or contractors' negligence or willful misconduct, provided that with respect to the roof, Landlord shall use commercially reasonable efforts to cure any water preparation problems (meaning any water that penetrates into the Premises due to a failure of Landlord to perform its obligations hereunder) in addition to any other problems Landlord is required to cure pursuant to its obligations under this Lease. For avoidance of doubt, the foregoing provisions of this Section 38.18 shall not be deemed to relieve Landlord of its maintenance and repair obligations in accordance with the terms of this Lease, and is intended only to address the issue of liability.

Notwithstanding any provision of this Lease to the contrary, Tenant shall not be liable for indirect, special or consequential damages (including, without limitation, lost profits) for any reason other than with respect to hold overs as set forth in Section 38.13 and environmental conditions.

38.19 Notwithstanding any provision of this Lease to the contrary, provided Landlord does not materially interfere with Tenant's use and enjoyment of the Premises, Tenant's business operations, the visibility of the Premises or Tenant's signage, ingress or egress, or parking so that same is reduced below the applicable legal requirements, Landlord reserves the right at any times during the Term and without charge, abatement or reduction in rent (i) intentionally omitted; (ii) to examine and to show the Premises at reasonable times in accordance with Section 31.1; (iii) to perform such work as may be required by this Lease, by Laws, by any public authority, or to facilitate making repairs or improvements to the Center; (iv) to make repairs which Tenant fails to make within thirty (30) days written notice and opportunity to cure (provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not have the right to make said repair if Tenant commenced such cure within said thirty (30) day period and thereafter prosecutes such cure to completion), unless any such work is of an emergency nature, in which case Landlord shall give reasonable notice and shall use reasonable efforts to minimize interference with Tenant's operations; (iv) to enlarge, reduce or alter the Center; (v) to enter upon, and use portions of, the Premises for the foregoing purposes; and (vi) to tow any of Tenant's employees' vehicles not parked in the designated area set forth in Section 38.25 hereof, or fine the employee or Tenant an amount equal to the local fine for illegal parking.

38.20 Notwithstanding any provision of this Lease to the contrary, each term and each provision of this Lease to be performed by Tenant shall be construed to be both an independent covenant and condition.

38.21 Notwithstanding any provision of this Lease to the contrary, acts to be done by Tenant or Landlord pursuant to this Lease shall be at the cost and expense of such party unless a contrary intent is expressed.

38.22 Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"), and the U.S. Bank Secrecy Act of 1970 as amended by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 10756, the "Patriot Act") prohibit certain property transfers. Tenant hereby represents and warrants to Landlord (which representations and warranties shall be deemed to be continuing and re-made at all times during the Lease Term) that neither Tenant nor any manager, beneficiary, partner, or principal of Tenant nor any of their respective agents is subject to or in violation of the Executive Order, that none of them is listed on or is owned or controlled by, or acting on behalf of any person listed on the United States Department of the Treasury Office of Foreign Assets Control list of "Specially Designated Nationals and Blocked Persons" as modified from time to time, and that none of them is otherwise subject to or in violation of the provisions of the Executive Order or the Patriot Act or is a person with whom Tenant is prohibited from dealing with or otherwise engaging with in accordance with the Executive Order or the Patriot Act. The most current list of "Specially Designated Nationals and Blocked Persons" can be found at the following web site: <http://www.treas.gov/offices/eotffc/ofac/sdn/index.html>. Tenant shall from time to time, within ten days after request by Landlord, deliver to Landlord any certification or other evidence requested from time to time by Landlord in its reasonable discretion, confirming Tenant's compliance with these provisions. No Assignment or Subletting shall be effective unless and until the assignee or subtenant thereunder delivers to Landlord written confirmation of such person's compliance with the provisions of this subsection, in form and content reasonably satisfactory to Landlord. If for any reason the representations and warranties set forth in this subsection, or any certificate or other evidence of compliance delivered to Landlord hereunder, is untrue in any respect when made or delivered, or thereafter becomes untrue in any respect, then a Tenant Default under Section 20.1(b) hereof shall be deemed to have occurred (provided that Landlord shall incur no liability with respect thereto). Tenant shall indemnify, defend with counsel reasonably acceptable to Landlord, and hold Landlord harmless from and against, any and all liabilities, losses claims, damages, penalties, fines, and costs (including reasonable attorney's fees) arising from or related to the breach of any of the foregoing representations, warranties, and duties of Tenant. The provisions of this subsection shall survive the expiration or earlier termination of this Lease for the longest period permitted by law.

Landlord hereby represents and warrants to Tenant (which representations and warranties shall be deemed to be continuing and re-made at all times during the Lease Term) that neither Landlord nor any stockholder, manager, beneficiary, partner, or principal of Landlord nor any of their respective agents is subject to or in violation of the Executive Order, that none of them is listed on or is owned or controlled by, or acting on behalf of any person listed on the United States Department of the Treasury Office of Foreign Assets Control list of "Specially Designated Nationals and Blocked Persons" as modified from time to time, and that none of them is otherwise subject to or in violation of the provisions of the Executive Order or the Patriot Act or is a person

with whom Landlord is prohibited from dealing with or otherwise engaging with in accordance with the Executive Order or the Patriot Act. The most current list of "Specially Designated Nationals and Blocked Persons" can be found at the following web site: <http://www.treas.gov/offices/eotffc/ofac/sdn/index.html>. Landlord shall from time to time, within ten days after request by Tenant, deliver to Tenant any certification or other evidence requested from time to time by Tenant in its reasonable discretion, confirming Landlord's compliance with these provisions. If for any reason the representations and warranties set forth in this subsection, or any certificate or other evidence of compliance delivered to Tenant hereunder, is untrue in any respect when made or delivered, or thereafter becomes untrue in any respect, then a default by Landlord under Section 21.1 hereof shall be deemed to have occurred (provided that Tenant shall incur no liability with respect thereto). Landlord shall indemnify, defend with counsel reasonably acceptable to Tenant, and hold Tenant harmless from and against, any and all liabilities, losses, claims, damages, penalties, fines, and costs (including reasonable attorney's fees) arising from or related to the breach of any of the foregoing representations, warranties, and duties of Landlord. The provisions of this subsection shall survive the expiration or earlier termination of this Lease for the longest period permitted by law.

38.23 Landlord reserves the right to submit the Premises, the Building and the Center to a condominium regime in accordance with applicable laws, provided that any and all condominium documents and agreements, including any declarations, shall not reduce Landlord's obligations under this Lease [provided that to the extent the condominium association assumes the obligations for certain matters that otherwise would be Landlord's obligation under this Lease (such as Common Area maintenance), then Landlord's sole obligation shall be to use reasonable efforts to enforce the condominium documents with respect thereto], increase Tenant's obligations under this Lease, cause any material interference with Tenant's business, or materially change the terms of this Lease.

38.24 Tenant shall (a) abide by reasonable rules and regulations made by Landlord from time to time, which Landlord shall enforce in a non-discriminatory manner against all tenants of the Center, which shall be provided in advance in writing to Tenant and which are attached hereto as Exhibit I (the "Rules and Regulations") (and in the event of a conflict between the Rules and Regulations and this Lease, the terms of this Lease shall control) and (b) not violate the terms of any warranties or guaranties.

38.25 Notwithstanding any provision to the contrary, Tenant shall require Tenant's employees (and, if applicable, contractors and agents) to park only in the area designated by Landlord for employee parking (so long as the same are well lit and within reasonable proximity to the Premises) shown in the area on Exhibit J attached hereto (and referred to herein as the "Employee Parking Area", which Employee Parking Area may be relocated in whole or in part from time to time during the Term), and, upon fifteen (15) days of Landlord's request, Tenant shall advise Landlord of the license plate registration numbers of Tenant's employee's cars in the Center. Landlord reserves the right to change the location of the Employee Parking Area during the Term so long as Landlord provides written notice of same to Tenant, and provided that the area is well lit and within reasonable proximity to the Premises.

38.26 Tenant shall deliver to Landlord, within sixty (60) days after the end of each calendar year during the Term, a statement certified by an officer of the Tenant entity setting forth the gross amounts for sales and services during the prior calendar year.

ARTICLE 39 EXHIBITS AND ADDENDA

39.1 The exhibits and addenda listed below are incorporated by reference in this Lease:

Exhibit A: Site Plan.

Exhibit A-1: Legal Description.

Exhibit B: Dimensions of Premises.

Exhibit C: Tenant's Signage.

Exhibit D: Landlord's Work.

Exhibit E: Stipulation of Term of Lease.

Exhibit F: Memorandum of Lease.

Exhibit G: Subordination, Non-Disturbance and Attornment Agreement.

Exhibit H: Guaranty of Lease.

Exhibit I: Rules and Regulations.

Exhibit J: Employee Parking Area.

Exhibit K: Use Restrictions

ARTICLE 40 GUARANTY

40.1 Contemporaneously with the execution of this Lease, Chipotle Mexican Grill, Inc., a Delaware corporation, shall execute a Guaranty in the form attached hereto as **Exhibit H**.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the dates set forth below.

LANDLORD:
9-27 Natick, LLC,
a Massachusetts limited liability company

By: _____

Name: John W. Hueber

Title: Manager

Date: 5/15/2017

Landlord's Federal Tax Identification Number
(provided outside of the Lease)

TENANT:
Chipotle Mexican Grill of Colorado, LLC,
a Colorado limited liability company

By: _____

Name: Mark Crumpacker

Title: Chief Marketing and Development
Officer

Date: 4/11/17

EXHIBIT A
SITE PLAN

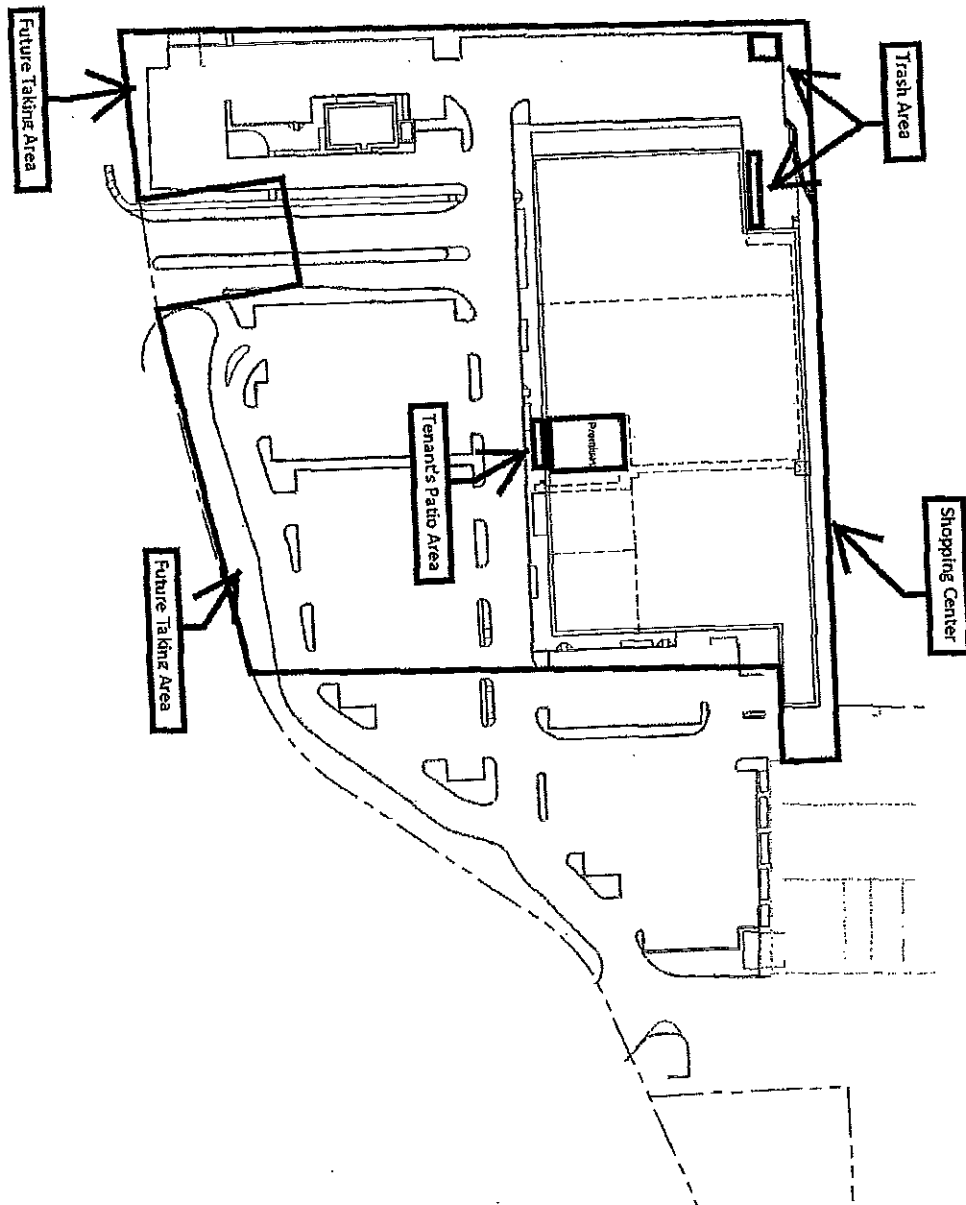


EXHIBIT A-1
LEGAL DESCRIPTION

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

Agent's File No. 150445

SCHEDULE C

The Land referred to in this Commitment is described as follows:

PARCEL 1: All that certain tract or parcel of land, together with all buildings, structures and improvements now or hereafter located on said land, more particularly described as follows:

The land in Natick, Middlesex County, Massachusetts, situated on the Easterly side of the ramp leading from Worcester Street (Route 9) to North Main Street and on the Easterly side of said North Main Street, bounded and described as follows:

WESTERLY	by North Main Street and said ramp, Four Hundred Ninety-One and 92/100 (491.92) feet;
NORTHERLY	by land now or formerly of George Sellew, Jr. and George Sellew et al as shown on the first plan hereinafter referred to, Five Hundred Twenty and 70/100 (520.70) feet;
EASTERLY	by land now or formerly of the Town of Natick as shown on said plan, Four Hundred Fifty-Three and 63/100 (453.63) feet;
SOUTHEASTERLY	by Lot No. 2 as shown on said plan, Thirty-Five and 67/100 (35.67) feet; and
SOUTHERLY	by said Lot No. 2, Four Hundred Twenty-One and 70/100 (421.70) feet.

The parcel described above shown as Lot No. 1 on "Plan of Land in Natick, Mass.," dated February 21, 1957, by McCarthy Engineering Service, Inc., recorded in Middlesex County South District Registry of Deeds in Book 8922 at Page 423. The parcel contains 237,289 square feet according to said plan.

PARCEL 2: A certain parcel of land in Natick, Middlesex County, Massachusetts, shown on a plan entitled "Plan of Land in Natick, Mass.," dated October 21, 1958, made by McCarthy Engineering Services, Inc., recorded with Middlesex South District Registry of Deeds at the end of Book 9274 and bounded and described as follows:

Commencing at the point in the boundary line between land now or formerly of the Town of Natick and Lot No. 1 shown on said plan distant Four Hundred Fifty-Three and 63/100 (453.63) feet Southerly from a drill hole in a stone bound situated at the Northeast corner of said Lot No. 1 as shown on said plan;

THENCE RUNNING S 07°23' 25" E, One Hundred (100) feet;
THENCE TURNING and running S 82° 36' 25" W, Forty-Two (42) feet;
THENCE TURNING and running N 07°23' 25" W, Seventy and 95/100 (70.95) feet;
THENCE TURNING and running N 83° 54' 17" E, by said Lot No. 1 Twenty (20 feet); and
THENCE TURNING and running N 26° 42' 05" E, by said Lot No. 1 Thirty-Five and 67/100 (35.67) feet, to the point of beginning.
Said premises are marked "Supplementary Parcel" on said plan and contain 3,259 square feet, more or less, according to said plan.

Excepting so much of the land as was taken by the Commonwealth of Massachusetts in Order of Taking dated February 4, 1976 and recorded in Book 12936, Page 271.

Exact square footage is not insured.

EXHIBIT B

DIMENSIONS OF PREMISES

LANDLORD TO PROVIDE NEW 3'-6" HOLLOW METAL REAR SERVICE DOOR & REMOVE ALL OBSTRUCTIONS TO CLEAR PATH FOR CHIPOTLE SERVICE DOOR.

LANDLORD TO FURNISH AND INSTALL A MINIMUM OF 8" STEEL STUDS @ 16" O.C. & 5/8" GWB DEMISING WALL, STOREFRONT BULKHEAD, & REAR WALL, ALL TO ROOF DECK

LANDLORD TO PROVIDE 4" WWF-REINFORCED CONCRETE SLAB SMOOTH, LEVEL, W/ CONTROL JOINTS EVERY 12' EACH DIRECTION AND READY FOR TENANT FINISHES.

ALTERNATE: LL TO PROVIDE \$6PSF CREDIT FOR TENANT TO COMPLETE SLAB WORK

LANDLORD TO PROVIDE STOREFRONT & EGRESS DOORS PER TENANT SPECIFICATIONS.

NEW PATIO AREA INCLUDING LIGHTS AND RAILINGS, BY LANDLORD

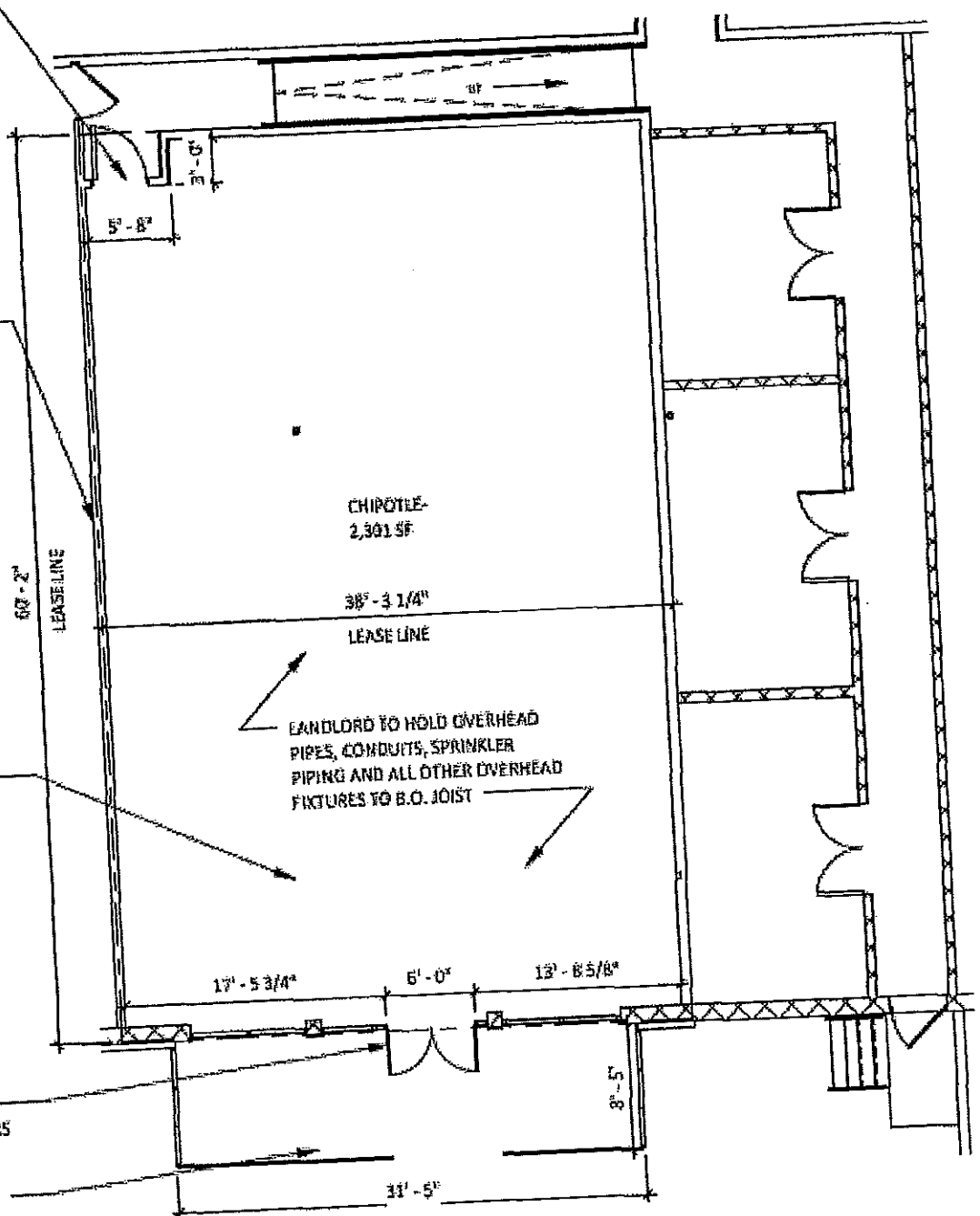
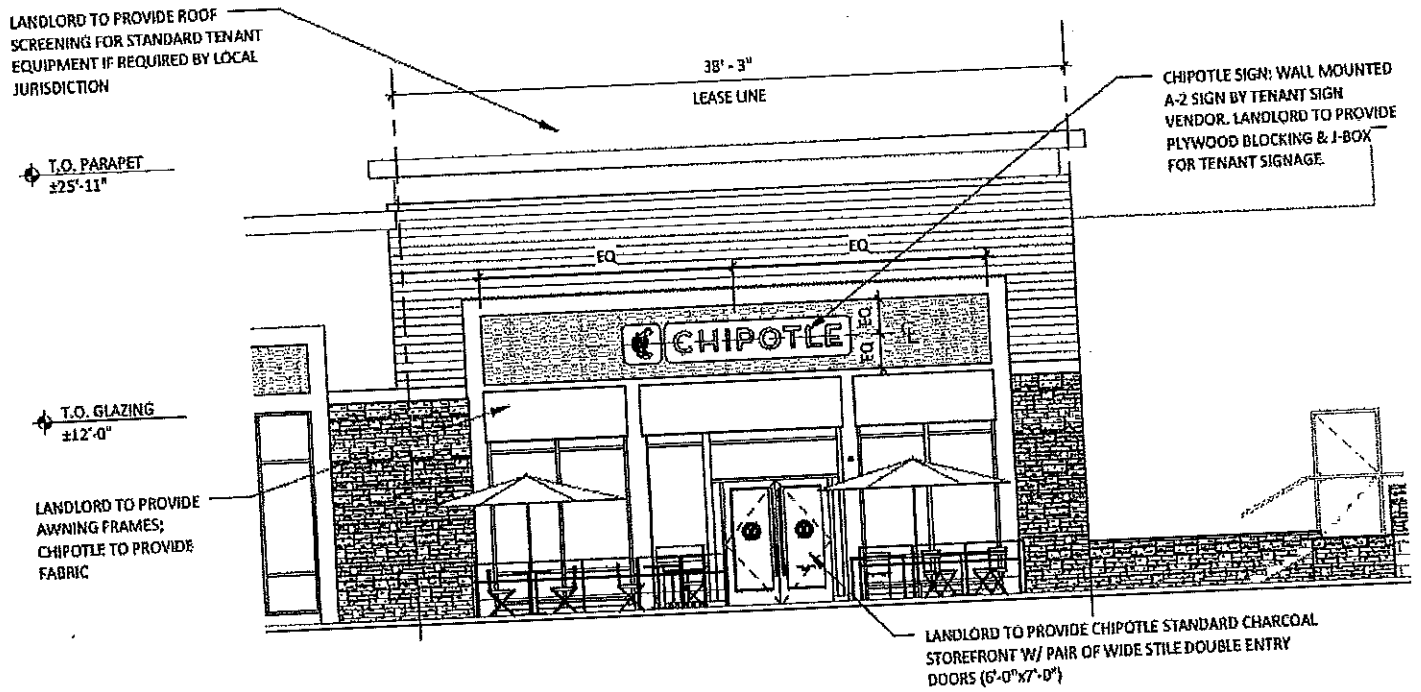


EXHIBIT C

TENANT'S SIGNAGE



NOTE: FINAL FACADE DESIGN T.B.D.

EXHIBIT D

LANDLORD'S WORK

Chipotle Mexican Grill Work Letter

Landlord shall provide:

1. **Electrical Service:** One code-compliant 400 amp, 120/208 volt, 3-phase, 4-wire separately metered service capable of supplying 120 KVA brought to 400 amp fused disconnect switch (to be NEMA 3R rain tight in exterior installations) or 400 amp circuit breaker. Any related electric utility company charges shall be paid by Landlord. Landlord shall provide one set 400A copper THHN conductors, to be 4-500 KCMIL, #1/0 G in 3-1/2" C. for conductor lengths up to 250 feet or 4-600 KCMIL, #1/0 G in 4" C. for conductor lengths over 250 feet, from main disconnect to expandable panel board located within the Premises as determined by Tenant in accordance with Landlord approved Tenant's plans for the Premises.
2. **Fire Alarm:** Landlord shall furnish and install a code compliant central building alarm system and all on-Premises alarm devices suitable for Tenants service: one (1) annunciator panel (at location approved by Tenant) and interface to building system, one (1) horn and strobe and pull station, including any other requirements of the local jurisdiction. Landlord to coordinate with Tenant regarding required fire alarm provisions and integration with base building system.
3. **Natural Gas:** Landlord shall furnish and install separately metered minimum 1600MBH natural gas service with delivery pressure of 7" water column to a location with shutoff within the Premises. Location as determined by Tenant in accordance with Landlord approved Tenant's plans for the Premises. All related natural gas utility company charges shall be paid by Landlord. Final actual load shall be furnished to Landlord by Tenant at completion of construction documents.
4. **Water:** Landlord shall furnish and install separately metered 1.5" or greater domestic water supply line capable of delivering a minimum of 45 gallons per min at 60 psi, routed to a location with shutoff within the Premises. Location as determined by Tenant in accordance with Landlord approved Tenant's plans for the Premises. All related tap, system, fixture, meter fees, and/or development fees shall be paid by Landlord.
5. **Telephone:** Landlord shall furnish and install 1" conduit stubbed at rear of the Premises originating from property's joint telephone point of demarcation.
6. **Sewer:** Landlord shall furnish and install two (2) six-inch minimum sanitary sewer lines with minimum invert elevation of 48 inches, one line leading to code-compliant exterior grease interceptor with invert as necessary to accommodate 2,500 gallon grease interceptor installation requirements, and one line bypassing grease interceptor with minimum invert elevation of 48 inches. All related tap, system, fixture, and/or development fees shall be paid by Landlord. Landlord shall provide and install grease interceptor for Tenant's

exclusive use as required by local codes. Grease interceptor to be maintained by Tenant when for exclusive use. Tenant understands that grease interceptor may become for shared use, at which point it will be maintained by Landlord and Tenant shall pay its proportionate share for such maintenance. Tenant, as required by code, to install an interior grease trap for its exclusive use to be maintained by Tenant.

7. **HVAC: Landlord shall provide and install** 1 nominal ton of cooling capacity per 140sf (minimum) supplied by two high-efficiency, gas/electric TRANE rooftop units in accordance with the specifications contained in the Landlord approved Tenant plans, including economizer option and factory programmed light-stats, which shall serve the Premises exclusively. Landlord to follow detailed specifications provided by tenant, not limited to units, tonnage and installation location.

Landlord shall provide adequate structural engineering, documentation and construction of all penetrations curbs and related flashings to accommodate the following:

i. HVAC RTUs	2,000 lbs each unit.
ii. Makeup Air Unit	800 lbs.
iii. Grease Exhaust fan:	200 lbs.
iv. Grease Exhaust hood:	800 lbs.

- a. Landlord to coordinate installation of RTU's and curbs with Tenant construction manager.
- b. Roof and/or shell insulation to meet local code.
- c. Landlord agrees Tenant shall have right to place mechanical equipment upon roof or other functionally appropriate location on or about Premises as is necessary and typical for restaurant use.
8. **Floor: Landlord shall provide** sound 4-inch WWF-reinforced concrete slab on grade with control joints every twelve (12) feet each direction, level, smooth (two-pass steel trowel finish) and free of debris, curing residue and adhesives; suitable for receiving chemical sealer. If Tenant receives credit, (\$6 psf) for concrete slab, exposed sub-grade will be compacted to measure acceptable to Tenant.
9. **Shafts and Enclosures: Landlord shall provide** adequately sized ductwork path and access thereto approved by Tenant for kitchen hood exhaust/HVAC system. Landlord shall cause any rated assemblies provided by Landlord to be permitted by appropriate jurisdiction and constructed in compliance with all local codes.
10. **Roof Screening: Landlord shall provide** required screening for Tenant's standard rooftop-mounted equipment sufficient to meet applicable local covenants, codes and ordinances.
11. **Fire Sprinkler: Landlord shall provide** fire suppression system to meet local ordinances for Tenant's intended use as anticipated by this Lease. Modifications to said system shall be at expense of Tenant. All related tap, system, fixture, and/or development

fees shall be paid by Landlord. Main sprinkler line to be no lower than 14'6" A.F.F. and have a functioning flow switch if required by code.

12. **Trash and Waste:** Landlord shall provide convenient well lighted area for Tenant's shared use that is constructed per Tenant plans that meets the following criteria: (i) an eight (8) Cubic Yard trash dumpster for Tenant's shared use (ii) grease receptacle for Tenant's shared use (iii) an eight (8) cubic Yard cardboard dumpster for Tenant's shared use Location to be discussed further and agreed to by Tenant and Landlord.

Landlord shall construct pad and enclosure for any access, height, and drainage requirements with local codes, jurisdictions, and waste removal authorities.

13. **Walls:** Furnish and install a minimum 6" steel studs, at 16" on center, and 5/8" gypsum board demising wall assembly to meet local code, storefront bulkhead, and rear walls, all to roof deck, taped (fire-taped/caulked if required) skimmed, filled (all penetrations fire-sealed if required), and sanded to smooth finish and prepared to receive paint. All exterior walls shall have steel studs and/or furring with insulation shall that meets all local codes, drywall finish ready for paint.
14. **Storefront:** Landlord shall provide a Charcoal Permafluor glazing system by American Products, Inc. (API) or equal with clear insulated Low E glass and wide stile double entry doors, double glazed (6'-0" x 7'-0") acting door with a small format interchangeable core, keyed on one (1) side, exterior only and one (1) single, double glazed (3'-0" x 7'-0") acting door with a small format interchangeable core as designed by Tenant's architect and in accordance with Tenant's plans. All entry doors shall have code-compliant panic hardware. If impact-rated glazing system required by code, Landlord shall provide such system. All exterior glass to be 1" insulated, whether new or existing.
15. **Rear Door:** Landlord to provide 3'6" hollow-metal rear door with 120° peephole and code-compliant panic hardware, final location to be determined as shown on LOD attached to executed Lease. Landlord.
16. **Roof Access:** Landlord to provide permanent, code compliant and OSHA-approved access to roof system for Tenant's use. Landlord shall coordinate roof access with Tenant as necessary.
17. **Special Provisions:**
a. Landlord shall treat for and exterminate any infestation of rodents, termites, carpenter ants or other insects or growths.
b. Landlord shall provide for repair of damage caused by any such infestation.
18. **Hazardous Materials:** Landlord shall abate asbestos, mold, and /or any other hazardous materials if determined to be present.
19. **Restrooms:** Landlord shall provide two (2) ADA-accessible restrooms. Provided with

toilet, lavatory, exhaust fan, standard light fixture with electrical outlet and required accessories as designed by Tenant's architect/engineer and in accordance with Tenant's plans; [or \$16,000.00 credit; accounts for plumbing sanitary tie in and water supply, framing, all finishes, fixtures, accessories, doors and hardware].

20. **Patio:** Landlord shall furnish the concrete slab for the patio in accordance with local code and Tenant's plans.
21. **Parking lot:** Parking lot per all applicable codes.

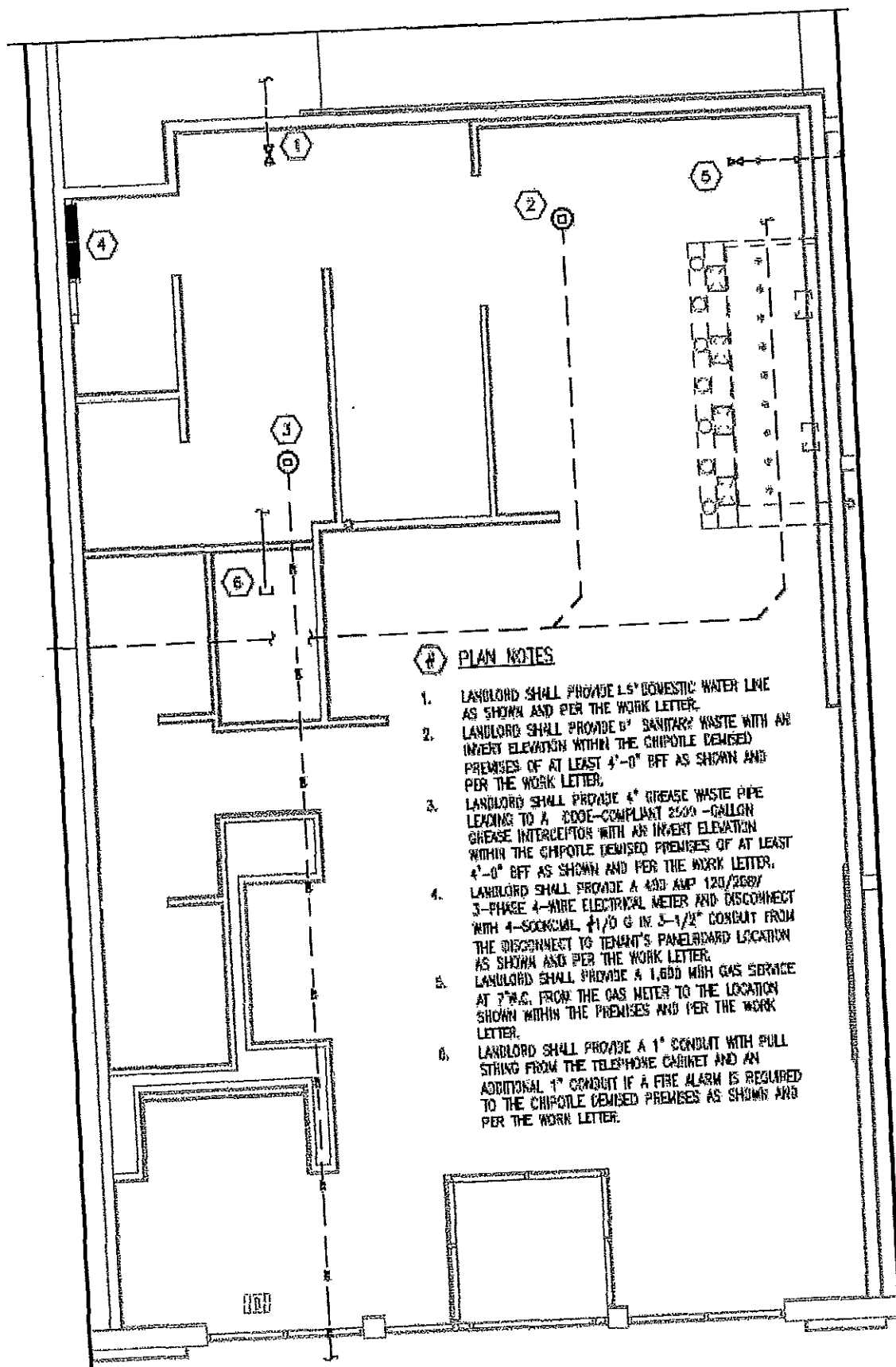


EXHIBIT E

STIPULATION OF TERM OF LEASE

CHIPOTLE SITE: Natick 9-27 #20-2987

THIS STIPULATION OF TERM OF LEASE (this "Stipulation") is executed as of this _____ day of _____, 20__ by **Chipotle Mexican Grill of Colorado, LLC**, a Colorado limited liability company ("Tenant") and **9-27 Natick, LLC**, a Massachusetts limited liability company ("Landlord"), with respect to that certain Lease dated _____, 2017, as the same may have been amended (the "Lease") pursuant to which Tenant has leased from Landlord certain premises consisting of approximately 2,301 square feet and being known generally by street and number as 219 North Main Street, located in **Natick, Massachusetts** (the "Premises").

In consideration of the mutual covenants and agreements set forth in the Lease, Landlord and Tenant hereby acknowledge and stipulate as follows:

1. All initially capitalized terms used herein shall have the meanings set forth for such terms in the Lease.
2. The initial term of the Lease is ten (10) years. Tenant has two (2) options to extend the Term of the Lease for five (5) years each.
3. The Possession Date occurred on _____.
4. The Rent Commencement Date occurred on _____.
5. The initial term expires on _____.
6. If properly exercised by Tenant, the first extended term shall commence on _____ and expire on _____. Tenant must give written notice of its exercise of the first extended term on or before _____.
7. If properly exercised by Tenant, the second extended term shall commence on _____ and expire on _____. Tenant must give written notice of its exercise of the second extended term on or before _____.
8. The Lease is unmodified and in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Stipulation of Term of Lease as of the date first set forth above.

LANDLORD:
9-27 Natick, LLC,
a Massachusetts limited liability company

TENANT:
Chipotle Mexican Grill of Colorado, LLC,
a Colorado limited liability company

By: _____

Name: John W. Hueber

Title: Manager

By: _____

Name: Mark Crumpacker

Title: Chief Marketing and Development
Officer

EXHIBIT F

MEMORANDUM OF LEASE

This Memorandum of Lease is made this ____ day of _____, 2017, by and between **9-27 Natick, LLC**, a Massachusetts limited liability company ("Landlord"), whose address is 300 Third Avenue, Suite 2, Waltham, Massachusetts 02451, and **Chipotle Mexican Grill of Colorado, LLC**, a Colorado limited liability company ("Tenant"), whose address is 1401 Wynkoop Street, Suite 500, Denver, Colorado 80202.

1. Leased Premises. Landlord hereby grants, demises and leases to Tenant, and Tenant hereby leases from Landlord, the Premises with improvements and appurtenant easements, if any, containing approximately 2,301 square feet and designated as 219 North Main Street, Natick, Massachusetts (being the current address or currently anticipated address, and subject to change by the United States Post Office) ("Premises"), situated in the building and surrounding land known as _____, in the City of Natick, County of Middlesex, State of Massachusetts, which land is described on Exhibit A, attached hereto and made a part of this Memorandum of Lease.

2. Term. To have and to hold for a term commencing on _____, 20____, and ending _____, 20____.

3. Option to Extend. Landlord grants to Tenant the option to extend the term of the lease at the expiration of the original term for two (2) successive periods of five (5) years each aggregating ten (10) years.

4. Exclusive Use. Landlord agrees *[insert exact language from the Lease and an additional exhibit for the restricted property.]*

5. Successors and Assigns. The conditions and provisions hereof shall inure to the benefit of and shall be binding upon Landlord, Tenant, and their respective personal representatives, executors, successors, heirs and assigns and shall run with the land.

6. Memorandum. The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Lease dated _____ ("Lease") and executed by the parties. This instrument is merely a memorandum of the Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant or their authorized representatives or officers have signed This Memorandum of Lease this ____ day of _____, 2017.

LANDLORD:
9-27 Natick, LLC,
a Massachusetts limited liability company

TENANT:
Chipotle Mexican Grill of Colorado, LLC,
a Colorado limited liability company

By: _____

Name: John W Hueber

Title: Manager

By: _____

Name: Mark Crumpacker

Title: Chief Marketing and Development
Officer

ATTEST:

By: _____

WITNESS

ATTEST:

By: _____

WITNESS

[ATTACH ACKNOWLEDGEMENTS]

Attachment – Exhibit A

Please Return to:
Messner Reeves LLP
1430 Wynkoop Street, Suite 300
Denver, CO 80202
Attention: Ellen Seo

EXHIBIT G

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

[NOTE: TO BE INSERTED UPON COMPLETION OF NEGOTIATION.]

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

This Subordination, Non-Disturbance and Attornment Agreement made on _____, 2017, by and among Landlord, Tenant and Lender, all as hereinafter defined;

W I T N E S S E T H:

IN CONSIDERATION OF TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Landlord, Tenant and Lender hereby covenant and agree as follows:

1. For purposes of this agreement the following terms shall be defined as set forth below:

A. Assignment of Leases: That certain Assignment of Lessor's Interest in Leases, Rents, and Profits affecting the Landlord's interest in the Lease to be executed by Landlord in favor of Lender and to be recorded in the Middlesex South Registry of Deeds (the "Registry").

B. Mortgage: That certain Mortgage and Security Agreement and Financing Statement to be executed by Landlord in favor of Lender, conveying Landlord's interest in the Property to Lender and to be recorded in the Registry (included in the term are all amendments, additions and substitutions thereof).

C. Landlord: 9-27 Natick, LLC

D. Lease: That certain Lease by and between Landlord and Tenant dated April ____, 2017, affecting the Property.

E. Property: All that tract or parcel of land lying and being in Middlesex County, Massachusetts, as more particularly described on Exhibit "A" attached hereto and made a part hereof.

F. Tenant: Chipotle Mexican Grill of Colorado, LLC

G. Lender: Middlesex Savings Bank

2. Subject to the terms of the Lease and Lender's grant of non-disturbance to Tenant in accordance therewith, Tenant has subordinated and does hereby subordinate all of its rights in and to the Property and in and to the Lease (including any options to purchase) to the following: (i) the Mortgage; (ii) any, and all renewals, substitutions, extensions, modifications, replacements or amendments of the Mortgage; (iii) all loan documents executed in connection with the Mortgage including, without limitation, the Assignment of Leases; and (iv) all indebtedness secured by the Mortgage and all advances made pursuant thereto prior to or after the date hereof. Notwithstanding anything to the contrary contained herein or in the Lease, any interest of Tenant in any right of first refusal contained in the Lease shall not be binding upon

Lender at a foreclosure sale of the Property, upon any purchaser at a foreclosure sale of the Property or upon a transfer of the Property by Lender by deed in lieu of foreclosure.

3. Tenant shall give written notice to Lender of any default of Landlord under the Lease (at the time it gives said notice to Landlord) and agrees that Lender shall have the time periods set forth in the Lease for cure to cure said Landlord default.

4. So long as Tenant is not in default, beyond any applicable notice and cure period, under the Lease in the payment of rent or additional rent or in the performance of any of the terms, or conditions of the Lease, Lender covenants and agrees that possession of the demised premises under the Lease and the rights and privileges of Tenant under the Lease shall not be diminished or interfered with by the Lender in the exercise of any of its rights under the Mortgage.

5. If Lender, its successors or assigns shall succeed to the interest of Landlord under the Lease in any manner, or if any other person or entity shall acquire Landlord's interest in the Property upon any foreclosure of the Mortgage (Lender, its successors or assigns, or such other person or entity, as the case may be, being hereinafter referred to as "Successor Landlord"), Tenant shall attorn to Successor Landlord upon such succession or foreclosure sale and shall recognize Successor Landlord as the landlord under the Lease, and the Lease shall remain in full force and effect and shall inure to the benefit of Successor Landlord as landlord thereunder. Such attornment shall be effective and self-operative without the execution of any further instrument. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Successor Landlord, any commercially reasonable instrument or certificate that may be necessary or appropriate to evidence such attornment. From and after any such attornment, Successor Landlord shall be bound to Tenant under all the terms, covenants and conditions of the Lease, except that Successor Landlord shall not (a) be liable for any act or omission of any prior landlord (including Landlord) unless such act or omission is of a continuing nature; or (b) be subject to any offset or defenses which Tenant might have against any prior landlord (including Landlord), except for matters of a continuing nature; or (c) be bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including Landlord); or (d) bound by any material amendment or modification of the Lease, including but not limited to amendments or modifications that decrease the rent due under the Lease, shorten the term, or materially increase the landlord's obligations thereunder without the consent of Lender.

6. The agreements herein contained shall bind and inure to the benefit of successors in interest of the parties hereto.

7. This instrument shall be governed by the laws of the Commonwealth of Massachusetts.

[signature page follows]

IN WITNESS WHEREOF, the undersigned Tenant has hereunto caused this instrument to be executed by its duly authorized corporate officials and its corporate seal to be affixed hereto as of the day and year first above written.

TENANT:
CHIPOTLE MEXICAN GRILL OF COLORADO, LLC

By: _____
Name: Derek Bogue
Its: Lease Administration Manager

STATE OF/Commonwealth of _____

_____, ss.

On this ____ day of April, 2017, before me, the undersigned notary public, personally appeared Derek Bogue proved to me through satisfactory evidence of identification, which was Lease Administration Manager, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as said Lease Administration Manager of Tenant.

_____, Notary Public
My commission expires:

(SNDA)

LANDLORD:
9-27 Natick, LLC

By: _____
John W. Hueber, its Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared John W. Hueber proved to me through satisfactory evidence of identification, which was Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as said manager of the Landlord, 9-27 Natick, LLC.

_____, Notary Public
My commission expires:

(SNDA)

LENDER:
MIDDLESEX SAVINGS BANK

By: _____
Name: _____
Its: _____

STATE OF/Commonwealth of _____

_____, ss.

On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as said _____ of the _____.

_____, Notary Public
My commission expires:

(SND A)

EXHIBIT A LEGAL DESCRIPTION

CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

Agent's File No. 150445

SCHEDULE C

The Land referred to in this Commitment is described as follows:

PARCEL 1: All that certain tract or parcel of land, together with all buildings, structures and improvements now or hereafter located on said land, more particularly described as follows:

The land in Natick, Middlesex County, Massachusetts, situated on the Easterly side of the ramp leading from Worcester Street (Route 9) to North Main Street and on the Easterly side of said North Main Street, bounded and described as follows:

WESTERLY	by North Main Street and said ramp, Four Hundred Ninety-One and 92/100 (491.92) feet;
NORTHERLY	by land now or formerly of George Selley, Jr. and George Selley et al as shown on the first plan hereinafter referred to, Five Hundred Twenty and 70/100 (520.70) feet;
EASTERLY 63/100 (453.63) feet;	by land now or formerly of the Town of Natick as shown on said plan, Four Hundred Fifty-Three and
SOUTHEASTERLY	by Lot No. 2 as shown on said plan, Thirty-Five and 67/100 (35.67) feet; and
SOUTHERLY	by said Lot No.2, Four Hundred Twenty-One and 70/100 (421.70) feet.

The parcel described above shown as Lot No. 1 on "Plan of Land in Natick, Mass.," dated February 21, 1957, by McCarthy Engineering Service, Inc., recorded in Middlesex County South District Registry of Deeds in Book 8922 at Page 423. The parcel contains 237,289 square feet according to said plan.

PARCEL 2: A certain parcel of land in Natick, Middlesex County, Massachusetts, shown on a plan entitled "Plan of Land in Natick, Mass.," dated October 21, 1958, made by McCarthy Engineering Services, Inc., recorded with Middlesex South District Registry of Deeds at the end of Book 9274 and bounded and described as follows:

Commencing at the point in the boundary line between land now or formerly of the Town of Natick and Lot No. 1 shown on said plan distant Four Hundred Fifty-Three and 63/100 (453.63) feet Southerly from a drill hole in a stone bound situated at the Northeast corner of said Lot No. 1 as shown on said plan;

THENCE RUNNING	S 07°23' 25" E, One Hundred (100) feet;
THENCE TURNING feet;	and running S 82° 36' 25" W, Forty-Two (42)
THENCE TURNING (70.95) feet;	and running N 07°23' 25" W, Seventy and 95/100
THENCE TURNING Twenty (20 feet); and	and running N 83° 54' 17" E, by said Lot No. 1
THENCE TURNING beginning.	and running N 26° 42' 05" E, by said Lot No. 1 Thirty-Five and 67/100 (35.67) feet, to the point of

Said premises are marked "Supplementary Parcel" on said plan and contain 3,259 square feet, more or less, according to said plan.

Excepting so much of the land as was taken by the Commonwealth of Massachusetts in Order of Taking dated February 4, 1976 and recorded in Book 12936, Page 271.

Exact square footage is not insured.

EXHIBIT H

GUARANTY OF LEASE

For and in consideration of the execution of a lease ("Lease") of even date herewith between **9-27 Natick, LLC**, a Massachusetts limited liability company, as Landlord, and **Chipotle Mexican Grill of Colorado, LLC**, a Colorado limited liability company, as Tenant, whereby certain space located in the City of Natick, and Commonwealth of Massachusetts are demised to Tenant upon the terms, covenants, and conditions contained in the Lease, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, **Chipotle Mexican Grill, Inc.**, a Delaware corporation, ("Guarantor") hereby covenants and agrees as follows:

1. The Guarantor hereby absolutely and unconditionally guarantees to Landlord and Landlord's successors and assigns the prompt payment of rent and other sums of money and the full and timely performance of the covenants and agreements to be made and performed by Tenant under the Lease (collectively the "Obligations"). If Tenant shall at any time and in any manner default in the payment or performance of any of the Obligations, then the Guarantor shall immediately: (i) pay to Landlord the full amount of any defaulted Obligations and other sums then or thereafter due under the Lease; (ii) fully satisfy and perform any defaulted Obligation; and (iii) pay to Landlord the amount of damages, costs, and expenses incurred by Landlord by reason of such default and any subsequent default by Tenant.
2. This Guaranty of Lease is absolute and unconditional, and shall continue in full force and effect without in any way being affected by: (i) the bankruptcy or insolvency of Tenant or its successors or assigns; (ii) the lack of notice to Guarantor of any default by Tenant under the Lease; (iii) modifications of or amendments to the Lease; or (iv) the disaffirmance or abandonment by any trustee or receiver of Tenant or its successors or assigns.
3. The obligations of Guarantor hereunder shall in no way be affected or impaired by Landlord's assertion of any rights against Tenant.
4. Guarantor hereby expressly waives notice of non-payment, non-performance, or non-observance and proof, notice, and demand of or for the foregoing. Guarantor agrees that the validity of this instrument and all obligations of Guarantor hereunder shall continue as to any modification of the Lease, throughout the Lease term, and during any period that Tenant shall occupy the Premises demised in the Lease.
5. Guarantor shall be liable under this Guaranty of Lease notwithstanding the assignment or transfer of the Lease or the subletting of the Premises, by operation of law or otherwise.
6. This Guaranty of Lease may not be amended, modified, discharged, or terminated in any manner unless in writing signed by both Landlord and Guarantor, each in its sole and absolute discretion.

7. The obligations of Guarantor hereunder shall not, to the extent permitted by law, be affected, modified, or impaired by any event, action, claim, or defense concerning Guarantor which could result in the release or discharge of Guarantor from the observance or performance of any obligations or agreement of Guarantor hereunder.
8. Guarantor further agrees that the Guarantor's liability under this Guaranty shall be primary, and that in any right of action which shall accrue to Landlord under the Lease, Landlord may, at Landlord's option, proceed against the Guarantor and Tenant, jointly and severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against Tenant. In addition to any other remedies Landlord may have against the Guarantor and the obligation of the Guarantor to Landlord, in the event of any proceeding, claim or action being filed or instituted between the parties with respect to this Guaranty, the prevailing party will be entitled to receive from the other party all reasonable costs, damages and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with that action or proceeding upon the controversy being reduced to final judgment or award. No party liable under this Guaranty shall be entitled to rights of subrogation against any party or interest in the Lease before the full performance and observance of all covenants, conditions and agreements of the Lease.
9. It is agreed that the failure of Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for any subsequent performance or observance of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by Landlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.
10. It is further agreed that all of the terms and provisions hereof shall be binding upon the respective heirs, executors, administrators and assigns of the Guarantor.

WITNESS THE EXECUTION UNDER SEAL HEREOF as of April __, 2017

CHIPOTLE MEXICAN GRILL, INC.,
a Delaware corporation

By: _____
Name: Mark Crumpacker
Its: Chief Marketing and Development
Officer

STATE OF COLORADO)
) ss:
CITY & COUNTY OF DENVER)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Mark Crumpacker, the Chief Marketing and Development Officer of Chipotle Mexican Grill, Inc., a Delaware corporation, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Denver, Colorado this _____ day of April, 2017.

Witness my hand and seal.

Notary Public
My Commission Expires: _____

EXHIBIT I

Rules and Regulations

Tenant shall at all times during the Term comply with the following rules and regulations in addition to, and not in limitation of, any obligations of Tenant under its Lease.

1. Use, maintain and occupy the Premises in a careful, safe, proper and lawful manner, keep the Premises and its appurtenances in a clean and safe condition;
2. Keep all glass in the doors and windows of the Premises clean and in good repair;
3. Not place, or maintain any merchandise in any vestibule or entry to the Premises, or the sidewalks adjacent to the Premises, or elsewhere on the outside of the Premises without prior written consent of the Landlord;
4. Keep the Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests;
5. Not permit undue accumulation of garbage, trash, rubbish, and other refuse in the Premises, and keep refuse in closed containers within the interior of the Premises until removed;
6. Intentionally Omitted;
7. Keep all mechanical apparatus free of vibration and noise that may be transmitted beyond the confines of their Premises;
8. Not overload the floors or electrical wiring and not install any additional electrical wiring or plumbing without Landlord's prior written consent;
9. Not conduct, permit or suffer any public or private auction sale to be conducted on or from the Premises;
10. Not canvas, solicit or peddle in the Common Areas of the Project, and not distribute handbills or other advertising materials in the Common Areas of the Project, and if this provision is violated, then in addition to other remedies available to Landlord, Tenant shall pay Landlord the cost of collecting same from the Common Areas for trash disposal;

11. Not use the plumbing facilities in the Premises for any purpose other than that for which they were constructed, or dispose of any foreign substance therein, whether through the utilization of "garbage disposal" units or otherwise;
12. Not attach any awning or other projections to the outside walls or windows of any part of the Project, and no curtains, blinds, shades, or screens (other than those furnished or approved by Landlord) shall be attached to or hung in, or used in connection with, any exterior window or door of the Premises;
13. Not place any articles in front of or affixed to any part of the exterior of the Project, or placed in the halls, corridors, vestibules, or other Common Areas of the Project;
14. Not mark, paint, drill into, or in any way deface any part of the exterior of the Project or any Building;
15. Intentionally Omitted;
16. Not use the whole nor any part of the Premises to any tenant for manufacturing;
17. Not place additional locks or bolts of any kind upon any of the doors or windows in the Premises, nor make any changes in locks or the mechanisms thereof, and upon the termination of the Term, Tenant shall deliver to Landlord all keys; and
18. Not bring to or keep animals of any kind in the Project, other than those used as service animals in accordance with any state or federal law providing for the accommodation of persons with disabilities.

Landlord reserves the right, at any time and from time to time, to rescind, alter, or waive, in whole or in part, or add to, any of these Rules and Regulations when it is deemed necessary, desirable, or proper, in Landlord's judgment, for its best interest and shall provide Tenant with notice of same;

EXHIBIT J
EMPLOYEE PARKING AREA

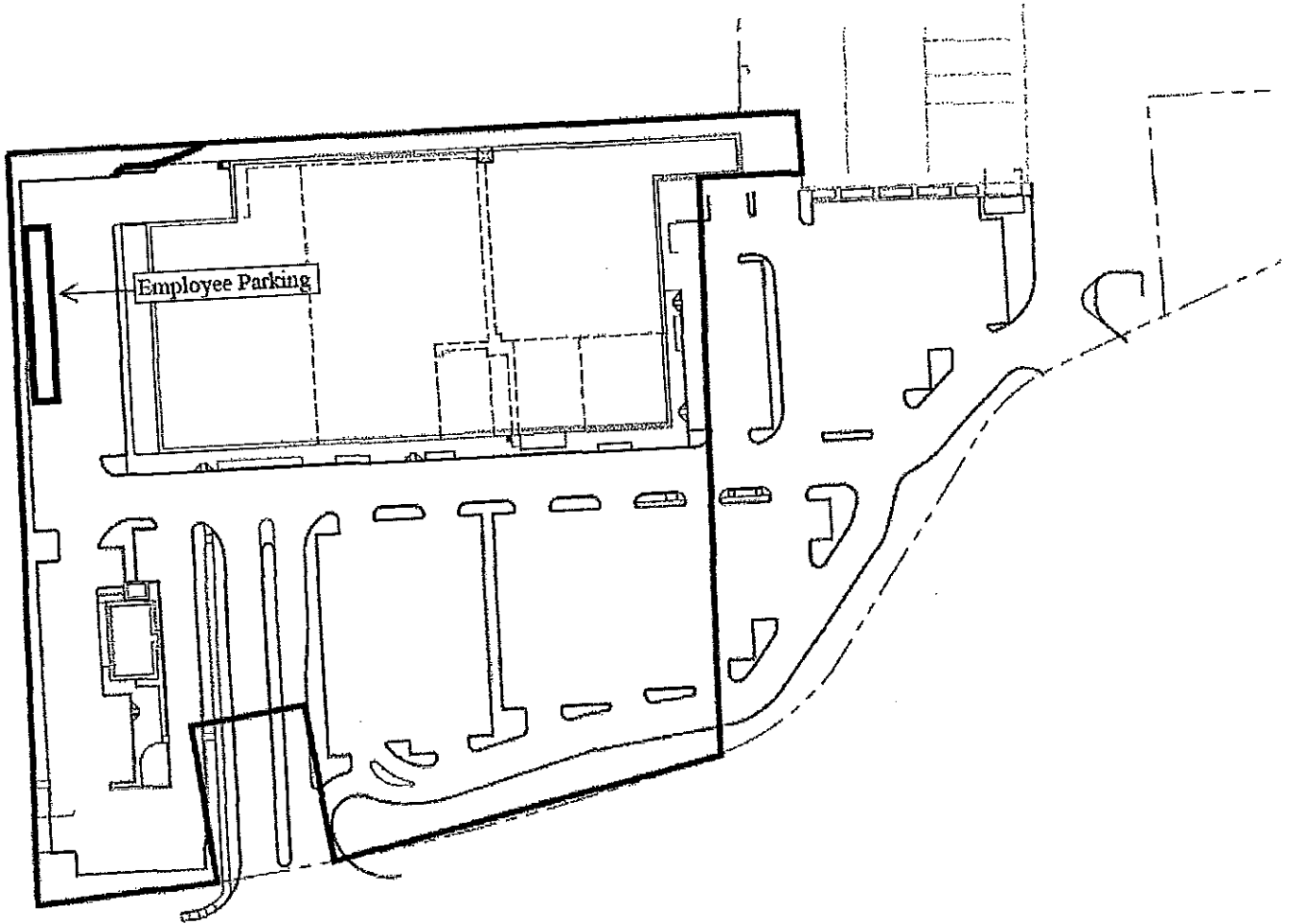


Exhibit K

Use Restrictions

The following use restrictions, which are specifically applicable to the Premises, shall not be deemed to imply, or to grant to Tenant, any right to use the Premises for other than the Permitted Use, nor shall same be deemed a prohibition against Landlord leasing space in the Center for such purposes. Tenant confirms that the Premises shall be used solely and exclusively for the Permitted Use, and that, subject to Section 5.5 of this Lease, Landlord has the right to lease space in the Center to such tenants and for such purposes as Landlord, in its sole judgment, deems appropriate.

1. REA Restrictions:

There shall not be conducted upon any part of Lot 1 (i) a food supermarket, (ii) a drug store, (iii) a dry cleaning establishment, (iv) a barber shop, (v) a beauty parlor, (vi) a shoe repair store, (vii) a retail package liquor store or a retail package liquor department, (viii) a store selling groceries, meat, fish, fruits, vegetables, creamery products, delicatessen, bakery products or other foods intended for consumption by human beings off the premises or any one or more of such foods, or (ix) any business which at the time the tenancy agreement therefor shall be entered into shall be the principal activity of a store then in operation upon Lot 2 or of a store to be operated upon Lot 2 under a then duly executed lease or (x) any combination of the foregoing businesses. For the purpose of subdivision (ix) immediately above, until the owner of Lot 1 receives notice from the owner of Lot 2 of the existence of such duly executed lease and the business to be conducted thereunder it shall be conclusively presumed that no duly executed lease exists for any store to be operated upon Lot 2. Provided, however, nothing herein contained shall prohibit or restrict the conduct upon Lot 1 of a store for the sale of food intended to be consumed on the premises or a department store or junior department store, so-called, whether self-service or otherwise, whether a so-called discount or cut price store or otherwise, which may contain one or more of the following:

- (a) a dry cleaning pick-up station, provided, however, that cleaning and pressing equipment shall not be installed on the premises;
- (b) a beauty parlor;
- (c) a shoe repair pick-up station or a shoe repair department having shoe repair machinery;
- (d) a department for the sale of drugs and patent medicines, provided, however, that such department shall not contain more than five hundred (500) square feet of display shelving and counter area, and provided further that the same shall not be

dispensed by a registered pharmacist;

(e) a department or departments for the sale of foods intended to be consumed by human beings off the premises, provided, however, that not more than a total of two thousand two hundred fifty (2,250) square feet of floor area of selling space (including in the computation thereof one-half (1/2) the number of square feet in the aisles adjacent to such selling space) shall be devoted to the sale or display of such foods;

(f) a restaurant or food bar for the sale of food intended to be consumed on the premises;

(g) a department for the sale of cosmetics and toiletries.

Notwithstanding the foregoing, the foregoing use restrictions are modified on and subject to the terms and conditions set forth in that certain Consent Agreement granted by The Stop & Shop Supermarket Company LLC to FRLP Nine Twenty-Seven, LLC.

2. Medical Related: Medical Restrictions:

No part of the Premises shall be used for a medical marijuana clinic, blood bank, abortion or abortion counseling clinic, or drug or alcohol rehabilitation or treatment center.

3. Staples:

Section 5.2.2. Prohibited Uses.

No part of Landlord's Parcel shall be used for any of the following: (i) tanning, health, exercise or racquet club or spa, gymnasium, movie theatre, bowling alley, skating rink or other sports or recreational facility except however the areas marked on the attached plan "Tenant/Tenants To Be Determined", "TBD" and Chipotle may include such uses; (ii) school, library, reading room, or house of worship, however such use is not intended to preclude educational and training uses as may commonly be found in retail locations such as test preparation, children's learning, ; (iii) , auditorium, meeting hall, hotel or motor inn, or any residential use; (iv), adult bookstore, a so-called "head" shop, off-track betting, gambling, or check cashing facility; (v) car wash, automobile repair work or automotive service, automobile body shop, automobile, boat, trailer or truck leasing or sales, or laundromat (provided, however, (i) automotive sales and leasing shall be permitted within the former Building 19 Premises (as hereinafter defined;) and (ii) automotive repairs shall be permitted within the area designated as "Tenant/Tenants To Be Determined) however neither (i) nor (ii) are intended to preclude retail auto part and/or supply store anywhere on the Property; ; (vii) any manufacturing, warehouse or office use (except incidental to a retail operation or service type uses commonly found in retail locations such as banks,

investment advisors, tax preparation, health care and the like); (viii) funeral parlor, animal raising or storage (except incidental to a full-line retail pet supply operation or veterinary care facility), pawn shop, flea market or swap meet, junk yard; (ix) drilling for and/or removal of subsurface substances, dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes; or (x) any use which constitutes a public or private nuisance or produces objectionable noise or vibration; and

Section 5.2.3. Restricted Uses.

"No restaurant shall be located in the space identified as "No Restaurant" on Exhibit A-1. Notwithstanding anything contained in Section 5.2 herein to the contrary, the following uses shall be permitted in accordance with the applicable restrictions:

- Health, exercise or racquet club or spa, gymnasium, bowling alley, skating rink or other sports or recreational facility located within the former Building 19 space only. For avoidance of doubt, the former Building 19 space does not include the GBS.
- Tanning Salon located anywhere in the Center.
- Massage use of first class operation, such as Massage Envy located anywhere in the Center.
- Other entertainment facility, including video game, virtual reality or laser tag room or facility, pool hall, arcade, indoor children's recreational facility or other amusement center such as King's, Lucky Strike and Dave & Busters located within the former Building 19 space only.
- Medical, office, real estate and brokerage office, tax preparation office, armed forces recruitment center located within the former Building 19 space only.
- Automobile sales (new vehicle sales only), located within the former Building 19 space only, but only if such area is cordoned off and is distinctly separate from the rest of the Center.
- Pet store, as long as such use is along the lines of Petco and PetSmart located anywhere in the Center.
- An automotive parts store (not including service bays) in the former Building 19 space;
- A Drive Through Restaurant (substantially as such concept is operated on the date hereof) shall be permitted in the area shown on **Exhibit A**, to be constructed as set forth in Section 9 above; and
- A medical clinic use not to exceed 5,000 square feet shall be permitted in the Give-Back Space; provided the entrance to such medical clinic use shall be on the West side of the Building facing Route 27; and "

Note: Landlord hereby represents that the Premises under this Lease is not within the "No Restaurant" area that will be shown on Exhibit A-1 to the Staples Lease.

4. **Partners:** The provision of urgent care medical services, which means a medical facility, with the ability to perform minor procedures, where patients can be treated on a walk-in basis, without an appointment, and receive immediate care of illnesses and injuries.
5. **Anthony's:** Primarily for the sale of Italian food including, but not limited to, pizza, all as being typically served and as principally used in a typical Anthony's Coal Fired Pizza restaurant.
6. **Dunkin Donut:** Primarily for the retail sale of fresh coffee or baked goods.
7. **Advance Auto Parts:** For the purpose of (i) conducting thereon a business similar to that being conducted by the then tenant (initially Advance Auto Parts) on the Leased Premises (being the Advance Auto Parts premises) (meaning similar to an Advance Auto Parts store only) or (ii) the sale, display or rental of automotive parts, accessories, supplies and/or maintenance items.

Financial Statement- Form 10K

10-K 1 cmg-20161231x10k.htm 10-K

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549
FORM 10-K

- ☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2016
 or

- ☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____
 Commission File Number: 1-32731

CHIPOTLE MEXICAN GRILL, INC.

(Exact name of registrant as specified in its charter)

Delaware
 (State or other jurisdiction of
 incorporation or organization)
1401 Wynkoop Street, Suite 500 Denver, CO
 (Address of Principal Executive Offices)

84-1219301
 (IRS Employer
 Identification No.)
80202
 (Zip Code)

Registrant's telephone number, including area code: (303) 595-4000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class
 Common stock, par value \$0.01 per share

Name of each exchange on which registered
 New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). ☒ Yes ☐ No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act (check one):

☒ Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer
 (do not check if a smaller reporting company) ☐ Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

As of June 30, 2016, the aggregate market value of the registrant's outstanding common equity held by non-affiliates was \$6.6 billion, based on the closing price of the registrant's common stock on such date, the last trading day of the registrant's most recently completed second fiscal quarter. For purposes of this calculation, shares of common stock held by each executive officer and director and by holders of 5% or more of the outstanding common stock have been excluded since those persons may under certain circumstances be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

As of January 31, 2017, there were 28,772,830 shares of the registrant's common stock, par value of \$0.01 per share outstanding.

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DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates certain information by reference from the registrant's definitive proxy statement for the 2017 annual meeting of shareholders, which will be filed no later than 120 days after the close of the registrant's fiscal year ended December 31, 2016.

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Table of Contents**PART I****Cautionary Note Regarding Forward-Looking Statements**

This report includes statements of our expectations, intentions, plans and beliefs that constitute “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 and are intended to come within the safe harbor protection provided by those sections. These statements, which involve risks and uncertainties, relate to the discussion of our business strategies and our expectations concerning future operations, margins, profitability, trends, liquidity and capital resources and to analyses and other information that are based on forecasts of future results and estimates of amounts not yet determinable. Forward-looking statements include statements regarding the effectiveness of enhanced food safety procedures we have implemented; the impact of catering and delivery offerings and technology initiatives; the expected impact of food safety enhancements on our restaurant operating costs; projections of comparable restaurant sales increases and sales trends we expect for 2017; forecasts of trends in food, beverage and packaging costs, other operating costs, general and administrative expenses and other cost items for 2017; forecasts of the number of restaurants we expect to open in 2017; expected effective tax rates for the year; statements about possible repurchases of our common stock; projections of restaurant development costs; and other statements of our expectations and plans. We have used words such as “may,” “will,” “should,” “expect,” “intend,” “plan,” “anticipate,” “believe,” “think,” “estimate,” “seek,” “expect,” “predict,” “could,” “project,” “potential” and other similar terms and phrases, including references to assumptions, in this report to identify forward-looking statements. These forward-looking statements are made based on expectations and beliefs concerning future events affecting us and are subject to uncertainties, risks and factors relating to our operations and business environments, all of which are difficult to predict and many of which are beyond our control, that could cause our actual results to differ materially from those matters expressed or implied by these forward-looking statements. Such risks and other factors include those listed in Item 1A. “Risk Factors,” and elsewhere in this report.

When considering forward-looking statements in this report or that we make in other reports or statements, you should keep in mind the cautionary statements in this report and future reports we file with the SEC. New risks and uncertainties arise from time to time, and we cannot predict when they may arise or how they may affect us. We assume no obligation to update any forward-looking statements after the date of this report as a result of new information, future events or other developments, except as required by applicable laws and regulations.

ITEM 1. BUSINESS**General**

Chipotle Mexican Grill, Inc., a Delaware corporation, together with its subsidiaries (“Chipotle”, the “Company”, or “we”) operates Chipotle Mexican Grill restaurants, which serve a focused menu of burritos, tacos, burrito bowls (a burrito without the tortilla) and salads, made using fresh ingredients. As of December 31, 2016, we operated 2,198 Chipotle restaurants throughout the United States, as well as 29 international Chipotle restaurants, and we also had 23 restaurants in operation in other non-Chipotle concepts. We focus on finding the highest quality ingredients we can to make great tasting food; on building a strong people culture that is centered on providing an excellent guest experience; on building restaurants that are operationally efficient and aesthetically pleasing; and on doing all of this with the highest regard for the safety of our customers and increasing awareness and respect for the environment. We have grown substantially over the past five years, and expect to open between 195 and 210 additional restaurants in 2017.

Throughout our history as a public company, we have pursued a mission to change the way people think about and eat fast food. The fast food landscape has changed dramatically over Chipotle’s 23-year history. The changes in the industry suggest that we may have achieved our mission, with a number of concepts built using service and sourcing formats that closely resemble ours – with more selective sourcing, food prepared onsite, and a service model that allows customers to choose exactly what they eat. Looking at what we have accomplished, we have expanded our mission. Today, we are working to *Ensure that better food, prepared from whole, unprocessed ingredients is accessible to everyone*. We are also aiming to simplify our business focus, to emphasize only those things that result in an excellent guest experience in our restaurants.

We manage our operations and restaurants based on 11 regions that aggregate into one reportable segment. Financial information about our operations, including our revenues and net income for the years ended December 31, 2016, 2015, and 2014, and our total assets as of December 31, 2016 and 2015, is included in our consolidated financial statements and accompanying notes in Item 8. “Financial Statements and Supplementary Data.” Substantially all of our revenues are generated and assets are located in the U.S. For a discussion of risks related to our international operations, see *Risks Related to Our Plans to Return to Sales and*

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Profitability Growth and Restore Our Economic Model – Our expansion into international markets may present increased risks due to lower customer awareness of our brand...” in Item 1A. “Risk Factors.”

Our Focus on Safe and Delicious Food Made with Better Ingredients

A decidedly focused menu. Chipotle restaurants list only a few entree items: burritos, burrito bowls, tacos and salads. But because customers can choose from five different meats or tofu, two types of beans and a variety of extras such as salsas, guacamole, cheese and lettuce, there's enough variety to extend our menu to provide thousands of choices. We plan to keep a simple menu, but will consider additions that we think make sense. For example, in 2014 we introduced Sofritas, a vegetarian protein option, and in 2016 we introduced chorizo, a spicy ground sausage made from chicken and pork.

In preparing our food, we use classic cooking methods. We use stoves and grills, pots and pans, cutting knives and other kitchen utensils, walk-in refrigerators stocked with a variety of fresh ingredients, herbs and spices and dry goods such as rice. Our restaurants do not have microwaves or freezers. Ingredients we use include chicken, steak and chorizo that is grilled in our restaurants, carnitas (seasoned and braised pork), barbacoa (spicy shredded beef), Sofritas (organic braised tofu) and vegetarian pinto and black beans. We add our rice, which is tossed with lime juice, freshly chopped cilantro, and a pinch of salt, as well as freshly shredded cheese, sour cream, lettuce, peppers and onions, to our entrees depending on each customer's request. We use various herbs, spices and seasonings to prepare our meats and vegetables. We also make a variety of extras such as guacamole, salsas and tortilla chips seasoned with fresh lime juice and salt. In addition to sodas, fruit and tea drinks and organic milk, most of our restaurants also offer a selection of beer and margaritas. Our food is prepared from scratch from whole ingredients, some of which is prepared in our restaurants and some is prepared with the same fresh ingredients in larger batches in commissaries.

Better Food. Serving high quality food while still charging reasonable prices is critical to our mission to ensure that better food is accessible to everyone. We believe that purchasing fresh ingredients and preparing them from scratch in our restaurants is not enough, so we spend time on farms and in the field to understand where our food comes from and how it is raised. Because our menu is so focused, we can concentrate on the sources of each ingredient, and this has become a cornerstone of our continuous effort to improve the food we serve. We're all about simple, fresh food without artificial flavors or fillers—just genuine raw ingredients and their individual, delectable flavors.

In all of our Chipotle restaurants, we endeavor to serve only meats that were raised in accordance with criteria we've established in an effort to improve sustainability and promote animal welfare, and without the use of non-therapeutic antibiotics or added hormones. We brand these meats as “Responsibly Raised *.” One of our primary goals is for all of our restaurants to serve meats raised to meet our standards, but we have and will continue to face challenges in doing so. For example, some of our restaurants did not serve carnitas for a portion of 2015, and some of our restaurants periodically serve conventionally raised chicken or beef from time to time due to supply constraints for our Responsibly Raised meats. More of our restaurants may periodically serve conventionally raised meats or stop serving one or more menu items in the future due to additional supply constraints. When we become aware that one or more of our restaurants will serve conventionally raised meat, we clearly and specifically disclose this temporary change on signage in each affected restaurant so that customers can avoid those meats if they choose to do so.

We also seek to use more responsibly grown produce, by which we mean produce grown by suppliers whose practices conform to our priorities with respect to environmental considerations and employee welfare. A portion of our beans is organically grown and a portion is grown using conservation tillage methods that improve soil conditions, reduce erosion, and help preserve the environment in which the beans are grown. A portion of some of the other produce items we serve is organically grown as well. Our commitment to better ingredients also extends to the dairy products we serve. We started 2017 with all the sour cream and cheese we buy for our U.S. Chipotle restaurants made with milk that comes from cows that are not given rBGH (recombinant bovine growth hormone) and sourced from pasture-based dairies that provide an even higher standard of animal welfare by providing outdoor access for their cows.

In addition, none of the ingredients in our food (not including beverages) in U.S. Chipotle restaurants contain genetically modified organisms, or GMOs. While the meat and poultry we serve is not genetically modified, the animals are likely fed a diet of grains containing GMOs. Due to the prevalence of GMOs in a number of important feed crops, the vast majority of the grains used as animal feed in the U.S. are genetically modified. Additionally, some of the beverages we serve are sweetened with corn-based sweeteners, which are typically made with genetically modified corn.

Close Relationships with Suppliers. Maintaining the high levels of quality and safety we expect in our restaurants depends in part on our ability to acquire high-quality, fresh ingredients and other necessary supplies that meet our specifications from reliable suppliers. Our 24 independently owned and operated regional distribution centers purchase from various suppliers we carefully select based on quality and the suppliers' understanding of our mission. We work closely with our suppliers and seek to develop mutually beneficial long-term relationships with them. We use a mix of forward, fixed and formula pricing protocols, and our distribution centers purchase within the pricing guidelines and protocols we have established with the suppliers. We've also tried to increase,

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where necessary, the number of suppliers for our ingredients, which we believe can help mitigate pricing volatility and supply shortages, and we follow industry news, trade tariffs and other issues, weather, exchange rates, foreign demand, crises and other world events that may affect our ingredient prices. Certain key ingredients (including beef, pork, chicken, beans, rice, sour cream, cheese, and tortillas) are purchased from a small number of suppliers. For a discussion of risks related to our supply chain, see *“Risks Related to Operating in the Restaurant Industry – Failure to receive frequent deliveries of higher-quality food ingredients and other supplies meeting our specifications could harm our operations”* and *“Risks Related to our Unique Business Strategy – Our Food With Integrity philosophy subjects us to risks”* in Item 1A. *“Risk Factors.”*

Quality Assurance and Food Safety. Our business was severely impacted beginning in the fourth quarter of 2015 by food safety incidents that were associated with a number of our restaurants. More discussion of these incidents can be found in *“Risks Related to Our Plans to Return to Sales and Profitability Growth and Restore Our Economic Model – We may continue to be negatively impacted by food safety incidents associated with our restaurants beginning in the fourth quarter of 2015. . . .”* in Item 1A. *“Risk Factors.”* In the wake of these incidents, strengthening trust among our customers and in our brand has become essential to restoring our business results and achieving our mission. This begins with our commitment to serving safe, high quality food. Quality and food safety measures are integrated throughout our supply chain, from the farms that supply our food all the way through to our front line and into our customers’ hands. We maintain a limited list of approved suppliers, many of which are among the top suppliers in the industry. Our quality assurance department establishes and monitors our quality and food safety programs, and works closely with our suppliers to ensure our high standards are met throughout the supply chain. Our training, operations, and risk management departments develop and implement operating standards for food quality, preparation, cleanliness, employee health protocols, and safety in the restaurants. Our food safety programs are also designed to ensure that we not only continue to comply with applicable federal, state and local food safety regulations, but establish Chipotle as an industry leader in food safety.

While our food safety programs have always been carefully designed and have been in conformance with applicable industry standards, over the last year our Executive Director of Food Safety, a respected expert in the industry, has led a comprehensive assessment and enhancement of our food safety programs and practices. Components of our enhanced food safety programs include:

- supplier interventions (steps to avoid food safety risks before ingredients reach Chipotle);
- advanced technology (tools that eliminate pathogens while maintaining food quality);
- farmer support and training;
- enhanced restaurant procedures (protocols for handling ingredients and sanitizing surfaces in our restaurants);
- food safety certification;
- internal and third party restaurant inspections; and
- ingredient traceability.

These and other enhancements underscore our commitment to becoming a leader in food safety while we continue to serve high quality food that our customers love. To be sure that our food safety programs continue to evolve in ways that will help maintain leadership in this important area, we have established a Food Safety Advisory Council that is comprised of some of the nation’s foremost food safety authorities. The Food Safety Advisory Council is charged with evaluating our programs, both in practice and implementation, and advising us on ways to elevate our already high standards for food safety.

Delivering an Excellent Guest Experience

There is nothing more important than treating our guests to an excellent experience every time they visit one of our restaurants. We believe that restaurants that deliver a consistently great experience attract customers more frequently and engender greater customer loyalty. Creating an excellent guest experience starts with hiring great people, training them on our high standards, and creating great teams in our restaurants. We have identified 13 characteristics of top performing employees, and use these characteristics as a guide to help us identify the very best people for our restaurants. Then, we invest in properly training each employee so that they can seamlessly deliver an excellent experience that our guests will enjoy. Our restaurant training focuses on the guest experience by ensuring we are serving safe and delicious food quickly, in a clean and hospitable environment.

Restaurant Team. Each restaurant typically has a general manager or Restaurateur (a position we’ve characterized as the most important in the company), an apprentice manager (in a majority of our restaurants), and we aim to have two or three hourly service managers, one or two hourly kitchen managers and an average of 23 full and part-time crew members, though our busier restaurants tend to have slightly more employees. We generally have two shifts at our restaurants, which simplifies scheduling and provides stability for our employees. We also cross-train our people so that each can work a

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variety of stations, allowing us to work efficiently during our busiest times, while giving our people the opportunity to develop a wider array of skills. Consistent with our emphasis on

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customer service, we encourage our general managers and crew members to welcome and interact with customers throughout the day. In addition to the employees serving our customers at each restaurant, we also have a field support system that includes apprentice team leaders, team leaders or area managers, team directors, executive team directors, executive regional directors and restaurant support officers.

Innovation. We are prioritizing the development of technological and other innovations, such as digital/mobile ordering platforms, and delivery and catering choices, that allow our guests to engage with Chipotle in whatever fashion is most convenient for them. By allowing our customers to order and receive their food in a variety of ways, we believe we can attract more customers and help encourage customers to choose us more frequently. In order to successfully deliver a great experience for customers, we are emphasizing the optimization of our second make-lines, which allow us to fulfill catering or online orders without disrupting throughput on our main service line. We are also integrating technology into our applications that provides customers with more precise and earlier pick-up times, which help our restaurants fill digital orders more quickly and accurately, improving the experience for customers who use these platforms. Technological innovations also improve the experience of other guests by helping to improve throughput for those who choose to dine in our restaurants. Additionally, we have enhanced our data capabilities to allow us to better identify individual customers and their unique frequency patterns, and to target our marketing and promotional efforts at the individual level. We believe the advancements we have made in this area will help us as we continue to target lapsed customers, and seek to build frequency among newer customers.

Marketing

A great dining experience in our restaurants has always been our most powerful marketing. But there is still a need to introduce our brand to new customers and engage with existing ones in other ways, by helping them understand what makes Chipotle different. Our advertising and promotional programs and in-store communications all help to communicate what differentiates Chipotle from typical fast food. Whether it's engaging with Chipotle via our various social media channels, participating in our local events, or simply eating a burrito at one of our restaurants, each customer interaction affords us an important opportunity to build our brand. On the heels of the safety-related incidents, we redoubled our efforts to attract customers to our restaurants and to provide a restaurant experience that helps keep them as or convert them into loyal, repeat customers. Generating new customers and enhancing customer frequency will be a central objective of our marketing efforts in 2017.

Our advertising has generally included print, outdoor, transit, and radio ads, but we also incorporate digital advertising into the mix, and conduct strategic promotions that demonstrate our commitment to our Food With Integrity philosophy while connecting us to like-minded individuals or organizations. Beyond these traditional channels, we continue to pioneer new avenues of branded content aimed at making consumers more curious about some of the issues that are important to us, and explaining why and how we are working to drive positive change in the nation's food supply. We also have a dedicated team of field marketing staff that helps connect our restaurants to local communities through fundraisers, sponsorships and participation in local events.

Alongside our excellent restaurant teams, these efforts have helped us create considerable word-of-mouth publicity as our customers learn more about us and share with others. This approach allows us to build awareness and loyalty with relatively low advertising expenditures, even in a competitive category, and to differentiate Chipotle as a company that is committed to doing the right thing in every facet of our business.

Competition

The fast-casual, quick-service, and casual dining segments of the restaurant industry are highly competitive with respect to, among other things, taste, price, food quality and presentation, service, location, brand reputation, and the ambience and condition of each restaurant. Our competition includes a variety of restaurants in each of these segments, including locally-owned restaurants and national and regional chains. Many of our competitors offer dine-in, carry-out, catering, and delivery services. In recent years, competition has increased significantly from restaurant formats like ours that serve higher quality food, quickly and at a reasonable price. We believe that this competition has made it more challenging to maintain or increase the frequency of customer visits, but continue to believe that Chipotle can differentiate itself with our mission to ensure that better food is accessible to everyone.

Moreover, we may also compete with companies outside the fast-casual, quick-service, and casual dining segments of the restaurant industry. For example, competitive pressures can come from deli sections and in-store cafés of major grocery store chains, including those targeted at customers who seek higher-quality food, as well as from convenience stores, cafeterias, and other dining outlets. For more information, see "*Risks Related to Operating in the Restaurant Industry—Competition could adversely affect us*" in Item 1A. "Risk Factors." We also compete with other restaurants and retail establishments for site locations and restaurant employees.

Table of Contents**Restaurant Site Selection**

We believe restaurant site selection is critical to our success and growth strategy and thus we devote substantial time and effort to evaluating each potential restaurant location. Our site selection process is led by our internal team of real estate managers and also includes the use of external real estate brokers with expertise in specific markets, as well as support from an internal real estate strategy and research group. We study the surrounding trade area, demographic and business information within that area, and available information on competitors and other restaurants. Based on this analysis, including utilization of predictive modeling using proprietary formulas, we determine projected sales and targeted return on investment for each potential restaurant site. We have been successful in a number of different types of locations, such as in-line or end-cap locations in strip or power centers, in regional malls and downtown business districts, free-standing buildings, food courts, outlet centers, airports, military bases and train stations.

Other Restaurant Concepts

We believe that the fundamental principles on which our restaurants are based – finding better ingredients, preparing them using classic techniques in front of the customer, and serving them in an interactive format with great teams dedicated to providing an excellent dining experience – can be adapted to cuisines other than the food served at Chipotle. Over the previous 5 years, we've explored this idea by creating new and innovative concepts such as Tasty Made, a burger concept we opened with a single restaurant in October, 2016, as well as investing in consolidated entities with partners that are developing additional concepts, such as Pizzeria Locale, a fast-casual pizza restaurant that now has seven restaurants in four states. Our first new restaurant concept was ShopHouse Southeast Asian Kitchen, which we opened in 2011 and grew to a total of 15 restaurants. ShopHouse was not able to achieve a level of sales and profitability that made it attractive to us for future investment, and we announced in the fourth quarter of 2016 that we are exploring strategic alternatives for the concept. In 2017, our focus will remain on thoughtfully growing the Chipotle brand.

Information Systems

We use a variety of applications and systems to securely manage the flow of information within each restaurant, and within our centralized corporate infrastructure. The services available within our systems and applications include restaurant operations, supply chain, inventory, scheduling, training, human capital management, financial tools, and data protection services. The restaurant structure is based primarily on a point-of-sale system that operates locally at the restaurant and is integrated with other functions necessary to restaurant operations. It records sales transactions, receives out of store orders, and authorizes, batches, and transmits credit card transactions. The system also allows employees to enter time clock information and to produce a variety of management reports. Select information that is captured from this system at each restaurant is collected in the central corporate infrastructure, which enables management to continually monitor operating results. Our online ordering system allows guests to place orders online or through our mobile app. Orders taken remotely are routed to the point-of-sales system based on the time of customer order pickup. We also continue to modernize and make investments in our information technology networks and infrastructure, specifically in our physical and technological security measures to anticipate cyber-attacks and prevent breaches, and to provide improved control, security and scalability. Enhancing the security of our financial data, customer information and other personal information remains a priority for us.

We will continue to invest in our applications and systems to support our continued expansion. See “*General Business Risks—We may be harmed by security risks we face in connection with our electronic processing and transmission of confidential customer and employee information*” in Item 1A. “Risk Factors,” for a discussion of risks associated with our information systems.

Employees

As of December 31, 2016, we had about 64,570 employees, including about 4,700 salaried employees and about 59,870 hourly employees. None of our employees are unionized or covered by a collective bargaining agreement.

Seasonality

Seasonal factors influencing our business are described under the heading “Quarterly Financial Data/Seasonality” in Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

Our Intellectual Property and Trademarks

“Chipotle,” “Chipotle Mexican Grill,” “Unburritable,” “Food With Integrity,” “Fresh Is Not Enough, Anymore,” “The Gourmet Restaurant Where You Eat With Your Hands,” “Responsibly Raised,” and a number of related designs and logos are U.S. registered trademarks of Chipotle. We have filed trademark applications for a number of other marks in the

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U.S. In addition to our U.S. registrations, we have registered trademarks for “Chipotle” and a number of other marks in Canada, the European Union and various

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other countries, and have filed trademark applications for “Chipotle Mexican Grill,” “Chipotle” and a number of other marks in various countries as well. We also believe that the design of our restaurants is our proprietary trade dress and have registered elements of our restaurant design for trade dress protection in the U.S. as well.

From time to time we have taken action against other restaurants that we believe are misappropriating our trademarks, restaurant designs or advertising. Although our policy is to protect and defend vigorously our rights to our intellectual property, we may not be able to adequately protect our intellectual property, which could harm the value of our brand and adversely affect our business.

Available Information

We maintain a website at www.chipotle.com, including an investor relations section at ir.chipotle.com in which we routinely post important information, such as webcasts of quarterly earnings calls and other investor events in which we participate or host, and any related materials. Our Code of Conduct is also available in this section of our website. You may access our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports, as well as other reports relating to us that are filed with or furnished to the SEC, free of charge in the investor relations section of our website as soon as reasonably practicable after such material is electronically filed with or furnished to the SEC. The public may also read and copy materials we file with the SEC at the SEC's Public Reference Room, which is located at 100 F Street, NE, Washington, DC 20549. You can obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC at www.sec.gov.

The contents of the websites mentioned above are not incorporated into and should not be considered a part of this report. The references to the URLs for these websites are intended to be inactive textual references only.

Table of Contents**ITEM 1A. RISK FACTORS*****Risks Related to our Plans to Return to Sales and Profitability Growth and Restore our Economic Model***

Our sales and profitability will continue to fall well short of our past results unless we can significantly increase comparable restaurant sales, and there are material risks to our ability to do so.

In 2016 we experienced lower sales than the preceding year for the first time in our history as a public company and our average restaurant volumes have declined from \$2.532 million as of September 30, 2015 to \$1.868 million as of December 31, 2016. In order to increase our sales, one of our primary goals is to increase comparable restaurant sales. Comparable restaurant sales represent the change in period-over-period sales for restaurants beginning in their 13th full calendar month of operation. Changes in comparable restaurant sales are also a critical factor affecting our profitability, because the profit margin on incremental comparable restaurant sales is generally higher due to the sales increases being applied against a partially fixed cost base. Conversely, declines in comparable restaurant sales, as we saw throughout the majority of 2016, have a significant adverse effect on profitability due to the loss of the positive impact on profit margins associated with comparable restaurant sales increases, while we continue to incur a certain level of fixed costs.

Our ability to increase comparable restaurant sales depends on many factors, including:

- perceptions of the Chipotle brand and the safety and quality of our food, which may continue to be adversely impacted by food safety incidents described below under “—We may continue to be negatively impacted by food safety incidents associated with our restaurants...”;
- competition, especially from an increasing number of competitors in the fast casual segment of the restaurant industry and from other restaurant concepts whose strategies overlap with elements of our Food With Integrity philosophy, as well as from grocery stores and other dining options;
- executing our strategies effectively, including our marketing and branding strategies, our initiatives to expand the use of online and other digital ordering and increase sales from our catering options, our efforts to improve the overall quality of our customers’ experience and increase the speed at which our crews serve each customer, and our potential introduction of new menu items, each of which we may not be able to accomplish or which may not have the impact we expect;
- changes in consumer preferences and discretionary spending, including weaker consumer spending during periods of economic difficulty or uncertainty;
- initial sales performance of new restaurants, and the impact of new Chipotle restaurants in the event customers who frequent one of our restaurants begin to visit one of our new restaurants instead, as further described below under “—Our new restaurants, once opened, may not be profitable...”;
- our ability to increase menu prices without adversely impacting transaction counts to such a degree that the impact from lower transactions equals or exceeds the benefit of the menu price increase, and without “trade down” by customers or other reductions in average check in response to price increases;
- weather, road construction and other factors limiting access to our restaurants; and
- changes in government regulation that may impact customer perceptions of our food, including initiatives regarding menu labeling and marketing claims about the origin or makeup of some of the ingredients we serve.

These factors, most of which are described in more detail in additional Risk Factors below, are beyond our control to at least some degree. As a result, it is possible that we will experience future declines in comparable restaurant sales or that we otherwise will not achieve our targeted or expected comparable restaurant sales. Any future declines in comparable restaurant sales or failure to meet market expectations for comparable restaurant sales increases would likely result in a significant adverse impact on the price of our common stock. Additionally, if we fail to significantly increase comparable restaurant sales in 2017 and beyond, the price of our common stock is likely to be adversely impacted.

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We may continue to be negatively impacted by food safety incidents associated with our restaurants beginning in the fourth quarter of 2015, and further instances of food-borne or localized illnesses associated with our restaurants would result in increased negative publicity and further adverse impacts on customer perceptions of our brand, which would likely result in further declines in our sales.

During late October and early November 2015, illnesses caused by E. coli bacteria were connected to a number of our restaurants, initially in Washington and Oregon, and subsequently to small numbers of our restaurants in as many as 12 other states. During the week of December 7, 2015, an unrelated incident involving norovirus was reported at a Chipotle restaurant in Brighton, Massachusetts, which worsened the adverse financial and operating impacts we experienced from the earlier E. coli incident. As a result of these incidents and related publicity, our sales and profitability were severely impacted throughout 2016. The significant amount of media coverage regarding these incidents, as well as the impact of social media (which was not in existence during many past food safety incidents involving other restaurant chains), in increasing the awareness of these incidents may continue to negatively impact customer perceptions of our restaurants and brand, notwithstanding the high volume of food-borne illness cases from other sources across the country every day. As a result, it may take longer for our sales to recover than has been the case during past food safety incidents associated with other restaurant chains, and we may not fully recover all of our lost sales.

Because of customer perceptions in the wake of these food safety incidents, any future occurrence of food-borne illness associated with our restaurants—even incidents that may be considered minor at other restaurants—would likely have an even more significant negative impact on our sales and our ability to regain customers. Although we have followed industry standard food safety protocols in the past, and over the past year have enhanced our food safety procedures to ensure that our food is as safe as it can possibly be, we may still be at a higher risk for food-borne illness occurrences than some competitors due to our greater use of fresh, unprocessed produce and meats, our reliance on employees cooking with traditional methods rather than automation, and our avoiding frozen ingredients. Additionally, no food safety protocols can completely eliminate the risk of food-borne illness in any restaurant, so our enhanced food safety protocols may not be successful in preventing an illness incident in the future. The risk of illnesses associated with our food might also increase in connection with an expansion of our catering business or other situations in which our food is served in conditions we cannot control. Furthermore, we have seen instances of unsubstantiated reports linking illnesses to Chipotle, and these reports have negatively impacted us. Even if food-borne illnesses are attributed to us erroneously or arise from conditions outside of our control, the negative impact from any such illnesses is likely to be significant.

Increasing our sales and profits depends in part on our ability to open new restaurants in sites and on terms attractive to us, which is subject to many unpredictable factors.

We had 2,250 restaurants in operation as of December 31, 2016. We plan to increase the number of our restaurants significantly, and plan to open between 195 and 210 new restaurants in 2017. However, we have in the past experienced delays in opening some restaurants and that could happen again as a result of any one or more of the following factors:

- our potential inability to locate and secure new restaurant sites in locations that we believe to be attractive;
- obstacles to hiring and training top performing employees in the local market;
- difficulty managing construction and development costs of new restaurants, particularly in competitive markets or when real estate development activity is robust;
- delay or cancellation of new site development by developers and landlords, which may become increasingly common during periods of economic uncertainty, tight credit, and/or higher interest rates;
- difficulty ramping up the growth of our international business or new restaurant concepts, including for the reasons described below under “—Our expansion into international markets may present increased risks ...” and “—Pizzeria Locale, Tasty Made and other new restaurant concepts may not contribute to our growth”;
- difficulty negotiating leases with acceptable terms;
- any shortages of construction labor or materials;
- failures or delays in securing required governmental approvals (including construction, parking and other permits);
- lack of availability of, or inability to obtain, adequate supplies of ingredients that meet our quality standards; and
- the impact of inclement weather, natural disasters and other calamities.

One of our biggest challenges in opening new restaurants is staffing. We seek to hire only top-performing employees and to promote general managers from our crew, which may make it more difficult for us to staff all the restaurants we

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intend to open.

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Constraints on our hiring new employees are described further below under “*Risks Related to Operating in the Restaurant Industry—Our business could be adversely affected by increased labor costs...*”

Another significant challenge is locating and securing an adequate supply of suitable new restaurant sites. Competition for suitable restaurant sites in our target markets can be intense, and development and leasing costs are increasing, particularly for urban locations. These factors could negatively impact our ability to manage our occupancy costs, which may adversely impact our profitability. In addition, any of these factors may be exacerbated by economic factors, which may result in developers and contractors seeing increased demand and therefore driving our construction and leasing costs up.

Any decision to delay or forego a significant number of new restaurant openings, or our inability to open the number of new restaurants we plan, due to any of the reasons set forth above could materially and adversely affect our growth strategy and our expected results. Moreover, as we open and operate more restaurants, our rate of expansion relative to the size of our existing restaurant base will decline, making it increasingly difficult to achieve levels of sales and profitability growth that we achieved prior to 2016.

Our progress in opening new restaurants from quarter to quarter may also occur at an uneven rate, which may result in quarterly sales and profit growth falling short of market expectations in some periods. Similarly, our growth strategy and the substantial investment associated with the development of each new restaurant (as well as the impact of our new restaurants on the sales of our existing restaurants) may cause our operating results to fluctuate and be unpredictable or adversely affect our profits.

Our new restaurants, once opened, may not be profitable, and may adversely impact the sales of our existing restaurants.

Historically, many of our new restaurants have opened with an initial ramp-up period typically lasting 24 months or more, during which they generate sales and income below the levels at which we expect them to normalize. This is in part due to the time it takes to build a customer base in a new area, which can result in lower initial sales volumes following a restaurant's opening. It may also be difficult for us to attract a customer base if we are not able to staff our restaurants with top performing employees and successfully train them to deliver excellent customer experiences. If we are unable to build the customer base that we expect for new restaurant locations or overcome the higher fixed costs associated with new restaurant locations, new restaurants may not have similar results as our existing restaurants and may not be profitable. Our new restaurant sales volumes since the fourth quarter of 2015 have also been negatively impacted by the food safety issues described elsewhere in this report. The negative impact has been of greater relative magnitude to the impact we have seen on comparable restaurant sales, and as a result, new restaurant sales may have an even larger adverse impact on our results than they have in the past.

Our new restaurant development activity has also broadened recently to incorporate trade areas or types of restaurant sites in which we have little or no prior experience, including smaller or more economically mixed communities, highway sites, outlet centers, and restaurants in airports, food courts, or on military sites. The risks relating to building a customer base and managing development and operating costs may be more significant in some or all of these types of trade areas or restaurant sites, which could have an unexpected negative impact on our new restaurant operating results. In addition, in the event we are not able to contain increases in our average restaurant development costs, which could result from inflation, an increase in the proportion of higher cost locations, project mismanagement or other reasons, our new restaurant locations could also result in decreased profitability.

We have also opened restaurants in nearly all major metropolitan areas across the U.S. New restaurants opened in existing markets may adversely impact sales in previously-opened restaurants in the same market as customers who frequent our established restaurants begin to visit a newly-opened restaurant instead. This impact could worsen as we open additional restaurants, and could make it more difficult for us to increase comparable restaurant sales and profitability. Existing restaurants could also make it more difficult to build the customer base for newly-opened restaurants in the same market.

Our marketing and advertising strategies may not be successful, or may pose risks that could adversely impact our business.

In an effort to reverse the downturn in our business results that began in late 2015, we significantly increased marketing and promotional expense in 2016. For the year ended December 31, 2016, our marketing and promotional expense was 5.1% of revenue, significantly higher than the 2.1% of revenue it had averaged over the preceding three years. In 2017 we expect to return marketing and promotional expense to levels closer to our historical practice as a percent of revenue, and doing so may adversely impact the number of customers visiting our restaurants. If so, we may be forced to engage in additional promotional activities, including further offers for free or discounted food, which may hamper our sales and profitability.

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As part of our marketing plans for 2017, we have hired a new advertising agency and media buyer, and are also introducing a new advertising campaign and media strategies, including the possibility of television advertising, which we began testing for the first time in 2016. If our advertising campaign and new media strategies do not resonate with customers in the manner we hope, they may

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not result in increased sales, but would still increase our expenses. Additionally, we will also continue to invest in marketing and advertising strategies that we believe will increase customers' connection with our brand. If these marketing and advertising investments do not drive increased restaurant sales, the expense associated with these programs will adversely impact our financial results, and we may not generate the levels of comparable restaurant sales we expect.

We also plan to continue to emphasize strategies such as remote ordering and catering options in an effort to increase overall sales. These efforts may not increase our sales to the degree we expect, or at all. Catering and other out-of-restaurant sales options also introduce new operating procedures to our restaurants and we may not successfully execute these procedures, which could adversely impact the customer experience in our restaurants and thereby harm our sales and customer perceptions of our brand.

In addition, some of our marketing has incorporated elements intended to encourage customers to question sources or production methods commonly used to produce food. These elements of our marketing could alienate food suppliers and other food industry groups and may potentially lead to an increased risk of disputes or litigation if suppliers or other constituencies believe our marketing is unfair or misleading. Increased costs in connection with any such issues, or any deterioration in our relationships with existing suppliers, could adversely impact us or our reputation. Furthermore, if these messages do not resonate with our customers or potential customers, the value of our brand may be eroded.

Our expansion into international markets may present increased risks due to lower customer awareness of our brand, our unfamiliarity with those markets and other factors.

As of December 31, 2016, 29 of our restaurants were located outside of the U.S., with 17 in Canada, 6 in the United Kingdom, 5 in France and 1 in Frankfurt, Germany. As a result of our small number of restaurants outside the U.S. and the relatively short time we have been operating those restaurants, we have lower brand awareness and less operating experience in these markets, and our average restaurant sales and/or transaction counts may be lower in these markets than in the U.S. The markets in which we've opened restaurants outside the U.S., and any additional new markets we enter outside the U.S. in the future, have different competitive conditions, consumer tastes and discretionary spending patterns than our U.S. markets. As a result, new restaurants outside the U.S. may be less successful than restaurants in our existing markets. Specifically, due to lower consumer familiarity with the Chipotle brand, differences in customer tastes or spending patterns, or for other reasons, sales at restaurants opened outside the U.S. may take longer to ramp up and reach expected sales and profit levels, and may never do so, thereby affecting our overall growth and profitability. We have also seen some deterioration in sales trends at our international locations since late 2015, which we believe may be attributable to expanding awareness of the food-borne illness incidents described elsewhere in this report, and those trends may make it more difficult to attract customers to our restaurants in international markets. To build brand awareness in international markets, we may need to make greater investments in advertising and promotional activity than we originally planned, which could negatively impact the profitability of our operations in those markets.

We may also find it more difficult in international markets to hire, train and keep top performing employees who can successfully deliver excellent customer experiences, and labor costs may be higher in international markets due to increased regulation, higher employment taxes or social benefit costs or local market conditions. In addition, restaurants outside the U.S. have had higher construction, occupancy and food costs than restaurants in existing markets, and we may have difficulty finding reliable suppliers or distributors or ones that can provide us, either initially or over time, with adequate supplies of ingredients meeting our quality standards. Additional costs or difficulties from any of the foregoing factors may adversely impact the operating results of our international markets. Markets outside the U.S. may also have regulatory differences with the U.S. with which we are not familiar, or that subject us to significant additional expense or to which we are not able to successfully adapt, which may have a particularly adverse impact on our sales or profitability in those markets and could adversely impact our overall results. Our overall results may also be negatively affected by currency risk on the transactions in other currencies and translation adjustments resulting from the conversion of our international financial results into the U.S. dollar.

Pizzeria Locale, Tasty Made and other new restaurant concepts may not contribute to our growth.

We believe that the fundamental principles on which our restaurants are based – finding better ingredients, preparing them using classic techniques in front of the customer, and serving them in an interactive format with great teams dedicated to providing an excellent dining experience – can be adapted to cuisines other than the food served at Chipotle. In order to see how our model works when we use different ingredients and a different style of food, we opened a number of ShopHouse Southeast Asian Kitchen restaurants beginning in 2011, and one Tasty Made burger restaurant in Ohio in 2016. We also have a majority ownership interest in a company operating 7 fast casual Pizzeria Locale restaurants in Denver, Colorado, Kansas City, Missouri and Cincinnati, Ohio, and we plan to assist with the further expansion of Pizzeria Locale in the future. ShopHouse was not able to achieve a level of sales and profitability that made it attractive to us for future investment, and we announced in the fourth quarter of 2016 that we are exploring strategic alternatives for the concept. We

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recognized a \$14.5 million non-cash impairment charge, representing substantially all of the value of long-lived assets of ShopHouse during the year ended December 31, 2016. Furthermore, Pizzeria Locale and Tasty Made are

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new brands and have lower brand awareness, lower sales and less operating experience than most Chipotle restaurants, and may also not achieve restaurant economics that make them attractive for further investment in the future. Notwithstanding our growth plans for Tasty Made, our investment in Pizzeria Locale, and exploration of other restaurant brand opportunities, our immediate focus will remain on thoughtfully growing the Chipotle brand. As a result, we do not expect Pizzeria Locale, Tasty Made or other concepts to contribute to our growth in a meaningful way for at least the next several years. We may also determine not to move forward with any further expansion of Tasty Made or Pizzeria Locale. These decisions would each limit our overall growth over the long term as well. Additionally, the exploration of strategic alternatives for ShopHouse, the expansion of Tasty Made or Pizzeria Locale, or investments in other restaurant concepts each might distract our management, which could have an adverse impact on our core Chipotle business.

Our failure to manage our restaurant growth effectively could harm our business and operating results.

As described elsewhere in this report, our plans call for a significant number of new restaurants. Our existing restaurant management systems, financial and management controls, information systems and personnel may be inadequate to support our expansion, and managing our growth effectively will require us to continue to enhance these systems, procedures and controls, as well as to hire, train and retain general managers, crew and corporate staff. We also are continuing to attempt to improve our field management in an effort to develop additional top-performing general managers more quickly. We may not respond quickly enough to the changing demands that our restaurant growth imposes on management, crew and existing infrastructure, and changes to our operating structure may result in increased costs or inefficiencies that we cannot currently anticipate. We have also historically placed a great deal of importance on restaurant cultures, which we believe needs to be redirected to focus more on effective training of our team to deliver excellent customer experiences. As we grow our number of restaurants, additional shifts in our cultural or operational focus may harm morale in our restaurants or prove distracting to our restaurant employees, which could adversely impact our business and operating results.

Risks Related to Operating in the Restaurant Industry

Competition could adversely affect us.

The fast-casual, quick-service and casual dining segments of the restaurant industry are highly competitive with respect to, among other things, taste, price, food quality and presentation, service, location, brand reputation, and the ambience and condition of each restaurant. Our competition includes a variety of restaurants in each of these segments, including locally owned restaurants and national and regional chains. Many of our competitors offer dine-in, carry-out and delivery services. In recent years, competition has increased significantly from restaurant formats like ours that serve higher quality food, quickly at a reasonable price. We believe that this competition has made it more challenging to maintain or increase the frequency of customer visits. Additionally, although we continue to believe that Chipotle can differentiate itself with our mission to ensure that better food is accessible to everyone, competitors have increasingly made claims related to the quality of their ingredients, or distinctions between artificial and natural flavors, colors and preservatives. The increasing use of these claims in the marketplace, even if the substantive basis for some of them may be questionable, may lessen our differentiation.

Many of our competitors have existed longer than we have and may have a more established market presence with substantially greater financial, marketing, personnel and other resources than we have. Among our main competitors are a number of multi-unit, multi-market Mexican food or burrito restaurant concepts, some of which are expanding nationally. Some of these competitors and other fast casual concepts have sought to duplicate various elements of our business operations, and more chains may copy us to varying degrees in the future. Additionally, our newer concepts, Tasty Made and Pizzeria Locale, operate in markets in which there are numerous competitors, including a number of large and well-known brands. A number of other companies or individuals in the restaurant industry have recently opened or invested in fast-casual pizza concepts or so-called “better burger” restaurants. In addition, our strategy includes opening additional restaurants in existing markets, and as we do so sales may decline in our previously-opened restaurants as customers who frequent our established restaurants begin to visit a newly-opened restaurant instead.

Several of our competitors compete by offering menu items that are specifically identified as low in carbohydrates, better for customers or otherwise targeted at particular consumer preferences. Many of our competitors in the fast-casual and quick-service segments of the restaurant industry also emphasize lower-cost, “value meal” menu options, a strategy we do not currently pursue. Our sales may be adversely affected by these and other competing products, or by price competition more generally.

Moreover, we may also compete with companies outside the fast casual and quick service and casual dining segments of the restaurant industry. For example, competitive pressures can come from deli sections and in-store cafés of several major grocery store chains, including those targeted at customers who want higher-quality food, as well as from convenience stores and other dining outlets. These competitors may have, among other things, a more diverse menu, lower

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operating costs and prices, better locations, better facilities, better management, more effective marketing and more efficient operations than we have.

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Any of these competitive factors may adversely affect us and reduce our sales and profits.

Our business could be adversely affected by increased labor costs or difficulties in finding and retaining top-performing employees.

Labor is a primary component of our operating costs, and we believe good managers and crew are a key part of our success. We devote significant resources to recruiting and training our general managers and crew. Increased labor costs due to factors such as competition for workers and labor market pressures, increased minimum wage requirements, paid sick leave or vacation accrual mandates, or changes in our restaurant staffing structure have, and may continue to adversely impact our operating costs. Additional taxes or requirements to incur additional employee benefits costs, including the requirements of the Patient Protection and Affordable Care Act, or the Affordable Care Act, (discussed further under “Regulatory and Legal Risks—The effect of recent changes to U.S. healthcare laws may increase our healthcare costs...”), could also adversely impact our labor costs. Moreover, if our managers do not schedule our restaurant crews efficiently, our restaurants may be overstaffed at some times, which adversely impacts our labor costs as a percentage of revenue, decreasing our operating margins. Efficient staffing may continue to be a challenge in 2017 due to continued volatility and uncertainty in our sales trends.

In addition, our success in delivering excellent customer experiences depends substantially on the energy and skills of our employees and our ability to hire, motivate and keep qualified employees, especially general managers and crew members. Turnover among our restaurant crews and managers has been frequent, and we aim to reduce turnover in an effort to keep top performing employees and better realize our investment in training new employees. Failure to do so will adversely impact our operating results by increasing training costs and making it more difficult to deliver outstanding customer experiences. Our failure to find and keep enough high-caliber employees could also delay planned restaurant openings, which would slow our growth.

We use the “E-Verify” program, an Internet-based, free program run by the U.S. government, to verify employment eligibility for all employees throughout our company. However, use of E-Verify does not guarantee that we will successfully identify all applicants who are ineligible for employment. Although we use E-Verify and require all workers to provide us with government-specified documentation evidencing their employment eligibility, some of our employees may, without our knowledge, be unauthorized workers. Unauthorized workers may subject us to fines or penalties, and if we are found to be employing unauthorized workers, we could experience adverse publicity that negatively impacts our brand and may make it more difficult to hire and keep qualified employees. For example, following an audit by the Department of Homeland Security of the work authorization documents of our restaurant employees in Minnesota during 2010, we lost approximately 450 employees, resulting in a temporary increase in labor costs and disruption of our operations, including slower throughput, as we trained new employees, as well as some degree of negative publicity. The resulting broad-based civil and criminal investigations by the U.S. Attorney for the District of Columbia and U.S. Securities and Exchange Commission of our compliance with work authorization requirements and related disclosures and statements resulted in significant legal costs. Termination of a significant number of employees in specific markets or across our company due to work authorization or other regulatory issues would disrupt our operations including slowing our throughput, and could also cause additional adverse publicity and temporary increases in our labor costs as we train new employees. We could also become subject to fines, penalties and other costs related to claims that we did not fully comply with all recordkeeping obligations of federal and state immigration compliance laws. Our reputation and financial performance may be materially harmed as a result of any of these factors. Furthermore, immigration laws have been an area of considerable political focus in recent years, and the U.S. Congress and Department of Homeland Security from time to time consider or implement changes to Federal immigration laws, regulations or enforcement programs. Further changes in immigration or work authorization laws may increase our obligations for compliance and oversight, which could subject us to additional costs and potential liability and make our hiring process more cumbersome, or reduce the availability of potential employees.

Because we do not franchise, risks associated with hiring and maintaining a large workforce, including increases in wage rates or the cost of employee benefits, compliance with laws and regulations related to the hiring, payment and termination of employees, and employee-related litigation, may be more pronounced for us than for restaurant companies at which some or all of these risks are borne by franchisees or other operating contractors.

Changes in food and supply costs could adversely affect our results of operations.

Our profitability depends in part on our ability to anticipate and react to changes in food and supply costs. Like all restaurant companies, we are susceptible to increases in food costs as a result of factors beyond our control, such as general economic conditions, seasonal fluctuations, weather conditions, global demand, food safety concerns, generalized infectious diseases, fluctuations of the U.S. dollar, product recalls and government regulations. The cost of many basic foods for humans and animals, including corn, wheat, rice and cooking oils, has increased markedly in some years, resulting in upward pricing pressures on almost all of our raw ingredients including chicken, beef, tortillas and rice. In

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2016, a significant spike in avocado prices from September to November adversely impacted our food costs for the third and fourth quarters, and there could be similar or greater pricing pressure on key ingredients

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during 2017. Costs have increased from the enhanced food safety procedures described elsewhere in this report. Additionally, a substantial volume of produce items are grown in Mexico and other countries, and some of our meats and restaurant supplies are sourced from outside the U.S. as well. Any new or increased import duties, tariffs or taxes, or other changes in U.S. trade or tax policy, could result in higher food and supply costs that would adversely impact our financial results.

We could also be adversely impacted by price increases specific to meats raised in accordance with our sustainability and animal welfare criteria or other food items we buy as part of our Food With Integrity focus, the markets for which are generally smaller and more concentrated than the markets for food products that are conventionally raised and grown. Weather related issues, such as freezes or drought, may also lead to temporary spikes in the prices of some ingredients such as produce or meats. For instance, drought conditions in parts of the U.S. resulted in significant increases in beef prices during 2014 and 2015. Increasing weather volatility or other long-term changes in global weather patterns, including any changes associated with global climate change, could have a significant impact on the price or availability of some of our ingredients. Any increase in the prices of the ingredients most critical to our menu, such as chicken, beef, cheese, avocados, beans, rice, tomatoes and pork, would adversely affect our operating results. Alternatively, in the event of cost increases with respect to one or more of our raw ingredients, we may choose to temporarily suspend serving menu items, such as guacamole or one or more of our salsas, rather than paying the increased cost for the ingredients. Any such changes to our available menu may negatively impact our restaurant traffic and comparable restaurant sales, and could also have an adverse impact on our brand.

Food scares could adversely affect customer perceptions of, or the price or availability of, ingredients we use to prepare our food, which may adversely impact our sales.

Past reports linking nationwide or regional incidents of food-borne illnesses such as salmonella, E. coli, hepatitis A, listeria or norovirus to certain produce items have caused us to temporarily suspend serving some ingredients in our foods or to otherwise alter our menu, and have resulted in consumers avoiding certain products for a period of time. Similarly, outbreaks of avian flu, incidents of "mad cow" disease, or similar concerns have also caused consumers to avoid any products that are, or are suspected of being, affected. These problems, and injuries caused by food tampering have had in the past, and could have in the future, an adverse effect on the price and availability of affected ingredients. A decrease in customer traffic as a result of these health concerns or negative publicity, or as a result of a change in our menu or dining experience or a temporary closure of any of our restaurants due to the types of food scares described above, would further adversely impact our restaurant sales and profitability. In addition, if we react to these problems by changing our menu or other key aspects of the Chipotle experience, we may lose customers who do not accept those changes, and may not be able to attract enough new customers to generate sufficient revenue to make our restaurants profitable. Customers may also shift away from us if we choose to pass along to consumers any higher ingredient or operating costs resulting from supply problems or operational changes associated with incidents of food-borne illnesses, which would also have a negative impact on our sales and profitability.

Changes we have made in our operations, or that we make in the future, to further enhance the safety of the food we serve will adversely impact our financial performance and may negatively impact customer perception of our brand.

As a result of the food safety incidents described elsewhere in this report, we have implemented a number of enhancements to our food safety protocols to ensure that our food is as safe as it can be. Many of our enhanced procedures, which go beyond the industry-standard food safety practices that we were previously following, increase the cost of some ingredients or the amount of labor required to prepare and serve our food. If we aren't able to sufficiently increase sales to offset the increased costs resulting from these changes, our margins will fall well short of levels we have historically achieved. Even if we were to restore sales to levels we were achieving prior to the fourth quarter of 2015, the increased costs from these changes are likely to result in lower margins than we were able to achieve in the past.

Additionally, some of the enhanced food safety procedures we have introduced or may introduce in the future rely on increased use of centralized food preparation, additional in-restaurant preparation steps, or new ingredients, some or all of which may be inconsistent with previous customer perceptions of our restaurant operations. To the extent customers perceive any of these developments as a move away from our Food With Integrity strategy and/or towards a more traditional fast food experience, our ability to win back customers may be adversely impacted and our sales may decline or recover more slowly than they otherwise would have.

Failure to receive frequent deliveries of higher-quality food ingredients and other supplies meeting our specifications could harm our operations.

Our ability to maintain our menu depends in part on our ability to acquire ingredients that meet our specifications from reliable suppliers. Shortages or interruptions in the supply of ingredients caused by unanticipated demand, problems in

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production or distribution, food contamination (which we may detect more frequently under the microbiological testing protocols we've recently

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introduced), inclement weather, a supplier ceasing operations or deciding not to follow our required protocols, or other conditions could adversely affect the availability, quality and cost of our ingredients, which could harm our operations. In particular, shortages of one or more of our menu items could force our restaurants to remove items from their menus, which may result in customers choosing to eat elsewhere. If that happens, our affected restaurants could experience significant reductions in sales during the menu item shortage, and potentially thereafter if customers do not return to us after the shortage is resolved. Our focus on a limited menu would make the consequences of a shortage of a key ingredient more severe to us than at other restaurants.

For many of our food ingredients and other supplies we do not have long-term contracts with suppliers, and we have relied largely on a third party distribution network with a limited number of distribution partners. If any of our distributors or suppliers performs inadequately, or our distribution or supply relationships are disrupted for any reason, the risk of ingredient shortages may increase and our business, financial condition, results of operations or cash flows could be adversely affected. We currently depend on a limited number of suppliers for some of our key ingredients, including beef, pork, chicken, tofu, beans, rice, sour cream, cheese, and tortillas. Due to the unique nature of the products we receive from our Food With Integrity suppliers and as described in more detail below under “*Risks Related to Our Unique Business Strategy—Our Food With Integrity philosophy subjects us to risks,*” these suppliers could be more difficult to replace if we were no longer able to rely on them. If we have to seek new suppliers and service providers, we may be subject to pricing or other terms less favorable than those we currently enjoy. If we cannot replace or engage distributors or suppliers who meet our specifications in a short period of time, that could increase our expenses and cause shortages of food and other items at our restaurants, which could cause a restaurant to remove items from its menu. If that were to happen and customers change their dining habits as a result, affected restaurants could experience significant reductions in sales during the shortage or thereafter. Our focus on a limited menu would make the consequences of a shortage of a key ingredient more severe.

In the first quarter of 2015, through our ongoing auditing of suppliers, we identified a pork supplier that was not meeting our standards and suspended purchases of pork from this supplier. Without this supply, we did not have enough pork meeting our specifications for all of our restaurants and a large number of our restaurants were not serving carnitas for a number of months during 2015. We believe our comparable restaurant sales were adversely impacted as a result, as customers chose to eat elsewhere rather than substituting a different one of our menu items for carnitas.

Changes in customer tastes and preferences, spending patterns and demographic trends could cause sales to decline.

Changes in customer preferences, general economic conditions, discretionary spending priorities, demographic trends, traffic patterns and the type, number and location of competing restaurants affect the restaurant industry. Our sales could be impacted by changes in consumer preferences in response to dietary concerns, including preferences regarding items such as calories, sodium, carbohydrates or fat. These changes could result in consumers avoiding our menu items in favor of other foods, and our focus on a limited menu could make the consequences of a change in consumer preferences more severe than our competitors may face. Some customers could also avoid freshly-prepared foods like those we serve, based on concerns regarding food safety. This may be more likely to impact us as a result of the widely-publicized food safety incidents we experienced in 2015.

Our success also depends to a significant extent on consumer confidence, which is influenced by general economic conditions and discretionary income levels. Our average restaurant sales may decline during economic downturns or periods of uncertainty, which can be caused by various factors such as high unemployment, increasing taxes, interest rates, or other changes in fiscal or monetary policy, high gasoline prices, declining home prices, tight credit markets or foreign political or economic unrest. Any material decline in consumer confidence or a decline in family “food away from home” spending could cause our sales, operating results, profits, business or financial condition to decline. If we fail to adapt to changes in customer preferences and trends, we may lose customers and our sales may deteriorate.

If we were to experience widespread difficulty renewing existing leases on favorable terms, our revenue or occupancy costs could be adversely affected.

We lease substantially all of the properties on which we operate restaurants, and some of our leases are due for renewal or extension options in the next several years. Some leases are subject to renewal at fair market value, which could involve substantial increases, and a smaller number expire without any renewal option. While we currently expect to pursue the renewal of substantially all of our expiring restaurant leases, any difficulty renewing a significant number of such leases, or any substantial increase in rents associated with lease renewals, could adversely impact us. If we have to close any restaurants due to difficulties in renewing leases, we would lose revenue from the affected restaurants and may not be able to open suitable replacement restaurants. Conversely, substantial increases in rents associated with lease renewals would increase our occupancy costs, reducing our restaurant margins.

Table of Contents***Risks Related to our Unique Business Strategy******We may not persuade customers of the benefits of paying our prices for higher-quality food.***

Our success depends in large part on our ability to persuade customers that food made with higher-quality ingredients is worth the prices they will pay at our restaurants relative to prices offered by some of our competitors, particularly those in the quick-service restaurant segment. We may not successfully educate customers about the quality of our food, and customers may not care even if they do understand our approach. That could require us to change our pricing, advertising or promotional strategies, which could materially and adversely affect our results of operations or the brand identity that we have tried to create. Additionally, it will likely be more difficult for us to persuade the public about the quality and value of our food following the food-borne illnesses we experienced in 2015 and the associated deterioration of customer perceptions about our brand, and we cannot predict when those perceptions will improve, if ever. If customers are not persuaded that we offer a good value for their money, our restaurant transaction counts could be adversely affected, which would negatively impact our business results.

Our Food With Integrity philosophy subjects us to risks.

The principle of Food With Integrity constitutes a significant part of our business strategy. We use a substantial amount of ingredients grown or raised with an emphasis on practices we believe to be more sustainable or responsible than some conventional practices, and we try to make our food as fresh as we can. We do, however, face challenges associated with pursuing Food With Integrity philosophy. There are higher costs and other risks associated with purchasing ingredients grown or raised with an emphasis on quality, sustainability and other responsible practices. Growth rate and weight gain can be lower for chickens, cattle and pigs that are not fed sub-therapeutic antibiotics and for cattle that are not given growth hormones. Crops grown organically or using other responsible practices can take longer to grow and crop yields can be lower. It can take longer to identify and secure relationships with suppliers that are able to meet our criteria for meat, dairy and produce ingredients. Given the costs associated with what we believe are more responsible farming practices, as well as uncertainty regarding demand due to changing customer perceptions, economic trends and other factors, many large suppliers have not found it economical to pursue business in this area. Although all of our restaurants generally serve meat from animals raised in accordance with criteria we've established in an effort to improve sustainability and promote animal welfare, we may experience shortages of meat meeting these criteria due to suppliers suspending production, market conditions, or other forces beyond our control. In the first quarter of 2015, through our ongoing auditing of suppliers, we identified a pork supplier that was not meeting our standards and suspended purchases of pork from this supplier. Without this supply, we did not have enough pork meeting our specifications for all of our restaurants and a large number of our restaurants were not serving carnitas for a number of months during 2015. We believe our comparable restaurant sales were adversely impacted as a result. We have experienced shortages of beef or chicken meeting our protocols on a periodic basis over the past several years as well, resulting in our serving commodity beef and chicken, which may have a negative impact on customer perceptions of our brand.

If as a result of any of the factors described above we are unable to obtain a sufficient and consistent supply of our preferred ingredients on a cost-effective basis, our food costs could increase, adversely impacting our operating margins. These factors could also cause us difficulties in aligning our brand with our Food With Integrity philosophy, which could make us less popular among our customers and cause sales to decline. Our commitment to the Food With Integrity philosophy may also leave us open to actions against us or criticism from special interest groups whose ideas regarding food issues differ from ours or who believe we should pursue different or additional goals with our Food With Integrity approach. Any adverse publicity that results from such criticism could damage our brand and adversely impact customer traffic at our restaurants. We may also face adverse publicity or liability for false advertising claims if suppliers do not adhere to all of the elements of our Food With Integrity programs, such as responsible meat protocols, requirements for organic or sustainable growing methods, our use of non-GMO ingredients in our food, and similar criteria on which we base our purchasing decisions. If any such supplier failures occur and are publicized, our reputation would be harmed and our sales may be adversely impacted. And our Food With Integrity message may result in customers holding us to a higher standard in terms of food safety as well, which may make it more difficult for us to recover from the food-borne illness incidents discussed elsewhere in this report, as customers who believe we failed to uphold our own standards may decline to return to our restaurants as frequently or at all.

Additionally, in response to increasing customer awareness and demand, some competitors have also begun to advertise their use of meats raised without the use of antibiotics or growth hormones, dairy products from cows not treated with rBGH, and other ingredients similar to those we seek as part of our Food With Integrity philosophy. If competitors become known for using these types of higher-quality or more sustainable ingredients, it could further limit our supply of these ingredients, and may make it more difficult for us to differentiate Chipotle and our restaurants, which could adversely impact our operating results.

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Our success may depend on the continued service and availability of key personnel, and recent changes in our management team may adversely impact us.

Our Chairman and Chief Executive Officer Steve Ells founded our company, has been the principal architect of our business strategy, and has led our growth from a single restaurant in 1993 to over 2,000 restaurants today. Monty Moran, who served as our co-Chief Executive Officer for over 11 years before announcing his retirement in December 2016, and Jack Hartung, our Chief Financial Officer, have also served with us since early in our company's history, and much of our growth has occurred under their direction as well. Additionally, Mark Crumacker, our Chief Marketing and Development Officer, who has played a role in our marketing and branding efforts for many years and who has been an executive officer since joining us full time in January 2009, has been instrumental in formulating strategies to help us regain customers following the sales declines we experienced throughout 2016. Curt Garner, who joined us as Chief Information Officer in November 2015, has had a key role in developing and executing our digital/mobile ordering platforms and strategy, and we believe these and other technology innovations will become increasingly important in helping us return to sales and profitability growth. We believe our executive officers, each of whom is an at-will employee without any employment contract, have created an employee culture, food culture and business strategy at our company that has been critical to our success and that may be difficult to replicate under another management team. We also believe that it may be difficult to locate and retain executive officers who are able to grasp and implement our unique strategic vision. Monty Moran's resignation from the co-Chief Executive Officer position in connection with his planned retirement was the first change in our executive officer team in a number of years. If our company culture or operations were to deteriorate following this or other changes in leadership, or if a new management team were to be unsuccessful in executing our strategy or were to change important elements of our current strategy, our growth prospects or future operating results may be adversely impacted.

Regulatory and Legal Risks

Governmental regulation in one or more of the following areas may adversely affect our existing and future operations and results, including by harming our ability to open new restaurants or increasing our operating costs.

Employment and Immigration Regulations

We are subject to various federal and state laws governing our relationship with and other matters pertaining to our employees, including wage and hour laws, requirements to provide meal and rest periods or other benefits, family leave mandates, requirements regarding working conditions and accommodations to certain employees, citizenship or work authorization and related requirements, insurance and workers' compensation rules and anti-discrimination laws. Complying with these rules subjects us to substantial expense and can be cumbersome, and can also expose us to liabilities from claims for non-compliance. For example, a number of lawsuits have been filed against us alleging violations of federal and state laws regarding employee wages and payment of overtime, meal and rest breaks, employee classification, employee record-keeping and related practices with respect to our employees. We incur legal costs to defend, and we could suffer losses from, these and similar cases, and the amount of such losses or costs could be significant. In addition, several states and localities in which we operate and the federal government have from time to time enacted minimum wage increases, changes to eligibility for overtime pay, paid sick leave and mandatory vacation accruals, and similar requirements and these changes could increase our labor costs. In addition, see "*The effect of recent changes to U.S. healthcare laws may increase our healthcare costs...*" below for a discussion of risks related to recent changes in U.S. healthcare laws.

We also are audited from time to time for compliance with work authorization requirements, and audit activity and federal criminal and civil investigations in this area are described in more detail above under "*Risks Related to Operating in the Restaurant Industry—Our business could be adversely affected by increased labor costs or difficulties in finding and retaining top-performing employees*," as well as in Note 10, "Commitments and Contingencies" in our consolidated financial statements included in Item 8, "Financial Statements and Supplementary Data." Unauthorized workers may subject us to fines or penalties, and if any of our workers are found to be unauthorized our business may be disrupted as we try to replace lost workers with additional qualified employees. On the other hand, in the event we wrongfully reject work authorization documents, or if our compliance procedures are found to have a disparate impact on a protected class such as a racial minority or based on the citizenship status of applicants, we could be found to be in violation of anti-discrimination laws. We could experience adverse publicity arising from enforcement activity related to work authorization compliance, anti-discrimination compliance, or both, that negatively impacts our brand and may make it more difficult to hire and keep qualified employees. Moreover, in addition to the criminal and civil investigations mentioned above under "*Risks Related to Operating in the Restaurant Industry—Our business could be adversely affected by increased labor costs or difficulties in finding and retaining top-performing employees*," the office of the U.S. Attorney for the District of Columbia and the U.S. Securities and Exchange Commission investigated us for possible criminal and civil securities law violations relating to our employee work authorization compliance and related disclosures and statements as well. Any potential future

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investigations in this area may be expensive and distracting, and could subject us to fines, reputational damage, and other liabilities that could be significant.

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Additionally, while we do not currently have any unionized employees, union organizers have engaged in efforts to organize our employees and those of other restaurant companies. If a significant portion of our employees were to become union organized, our labor costs could increase and our efforts to maintain a culture appealing only to top-performing employees could be impaired. Potential changes in labor laws, including the possible passage of legislation designed to make it easier for employees to unionize, could increase the likelihood of some or all of our employees being subjected to greater organized labor influence, and could have an adverse effect on our business and financial results by imposing requirements that could potentially increase our costs, reduce our flexibility and impact our employee culture.

Americans with Disabilities Act and Similar State Laws

We are subject to the U.S. Americans with Disabilities Act, or ADA, and similar state laws that give civil rights protections to individuals with disabilities in the context of employment, public accommodations and other areas. We have incurred substantial legal fees in connection with ADA-related complaints in the past, and we may in the future have to modify restaurants, for example by adding access ramps or redesigning certain architectural features, to provide service to or make reasonable accommodations for disabled persons under these laws. The expenses associated with these modifications, or any damages, legal fees and costs associated with litigating or resolving claims under the ADA or similar state laws, could be material.

Nutrition and Food Regulation

In recent years, there has been an increased legislative, regulatory and consumer focus at the federal, state and municipal levels on the food industry including nutrition and advertising practices. Restaurants operating in the quick-service and fast-casual segments have been a particular focus. For example, the State of California, New York City and a number of other jurisdictions around the U.S. have adopted regulations requiring that chain restaurants include calorie information on their menu boards or make other nutritional information available, and nation-wide nutrition disclosure requirements included in the U.S. health care reform law are scheduled to go into effect on May 5, 2017. These nutrition disclosure requirements may increase our expenses or slow customers as they move through the line, decreasing our throughput. These initiatives may also change customer buying habits in a way that adversely impacts our sales, and could subject us to liability if we make errors in calculating or disclosing the required information.

Privacy/Cybersecurity

We are required to collect and maintain personal information about our employees, and we collect information about customers as part of some of our marketing programs as well. The collection and use of such information is regulated at the federal and state levels, and by the European Union and its member states, and the regulatory environment related to information security and privacy is evolving and increasingly demanding. At the same time, we are relying increasingly on cloud computing and other technologies that result in third parties holding significant amounts of customer or employee information on our behalf. If our security and information systems or those of outsourced third party providers we use to store or process such information are compromised, or if we or such third parties otherwise fail to comply with these laws and regulations, we could face litigation and the imposition of penalties that could adversely affect our financial performance. Our reputation as a brand or as an employer could also be adversely affected from these types of security breaches or regulatory violations, which could impair our sales or ability to attract and keep qualified employees. Additional risks related to cybersecurity are described below under “*General Business Risks-We may be harmed by security risks we face in connection with our electronic processing and transmission of confidential customer and employee information.*”

Local Licensure, Zoning and Other Regulation

Each of our restaurants is also subject to state and local licensing and regulation by health, alcoholic beverage, sanitation, food and workplace safety and other agencies. We may experience material difficulties or failures in obtaining the necessary licenses or approvals for new restaurants, which could delay planned restaurant openings. In addition, stringent and varied requirements of local regulators with respect to zoning, land use and environmental factors could delay or prevent development of new restaurants in particular locations.

Environmental Laws

We are subject to federal, state and local environmental laws and regulations concerning the discharge, storage, handling, release and disposal of hazardous or toxic substances, as well as local ordinances restricting the types of packaging we can use in our restaurants. We have not conducted a comprehensive environmental review of our properties or operations. We have, however, conducted investigations of some of our properties and identified contamination caused by third-party operations. We believe any such contamination has been or should be addressed by the third party. If the relevant third party does not address or has not addressed the identified contamination properly or completely, then under certain environmental laws, we could be held liable as an owner or

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operator to address any remaining contamination, sometimes without regard to whether we knew of, or were responsible for, the release or presence of hazardous or toxic substances. Any such liability could be material. Further, we may not have identified all of the potential environmental liabilities at our properties, and any such liabilities could have a material adverse effect on our operations or results of operations. We also cannot predict what environmental laws will be enacted in the future, how existing or future environmental laws will be administered or interpreted, or the amount of future expenditures that we may need to make to comply with, or to satisfy claims relating to, environmental laws.

Other Aspects of Regulatory Risk

From time to time we are the target of litigation in connection with various laws and regulations that cover our business. Much of this litigation occurs in California even though currently only about 17% of our restaurants are located there. As we continue to expand in California, or if we are not able to effectively manage the increased litigation risks and expenses we have experienced in California, our business may be adversely impacted to a greater extent than if we did not operate in, or minimized our operations in, California.

Because we do not franchise, the costs of compliance and other risks associated with government regulation of our business, as described above, may be more pronounced for us than for restaurant companies at which some or all of these risks are borne by franchisees or other operating contractors.

Regulatory actions and litigation related to food safety incidents that impacted us beginning in the fourth quarter of 2015 may adversely impact us.

We are facing ongoing government investigations into the food safety incidents that occurred in 2015, including the criminal investigation described in Note 10. "Commitments and Contingencies" in our consolidated financial statements included in Item 8. "Financial Statements and Supplementary Data." We also have received numerous claims from customers who were or claim to have been impacted by these incidents, and a number of those claimants have filed lawsuits against us. We are cooperating in the government investigations and with many of the customers impacted by these incidents, but will incur significant legal and other costs in doing so. We have also been sued in a shareholder class action lawsuit in connection with the decline in our stock price in the wake of the food safety incidents, and defending this lawsuit will subject us to significant legal expense. Additionally, the liabilities from customer claims and related litigation expenses may be greater than we anticipate due to the uncertainties inherent in litigation. All of these costs, liabilities and expenses will negatively impact our operating results. Moreover, publicity regarding any legal proceedings related to food safety incidents may increase or prolong consumer awareness of the incidents or otherwise negatively impact perceptions of our brand, which may hamper our ability to regain lost sales or attract new customers to our restaurants.

The effect of recent changes to U.S. healthcare laws may increase our healthcare costs and negatively impact our financial results.

We offer eligible full-time and part-time U.S. employees the opportunity to enroll in healthcare coverage subsidized by us. For various reasons, many of our eligible employees currently choose not to participate in our healthcare plans. However, under the comprehensive U.S. health care reform law enacted in 2010, the Affordable Care Act, changes that became effective in 2014, and especially the employer mandate and employer penalties that became effective January 1, 2015, may increase our labor costs significantly in future years. In 2015, we adopted a qualifying plan under the Affordable Care Act for our full-time hourly employees. Changes under the Affordable Care Act, including the imposition of a penalty on individuals who do not obtain healthcare coverage, may result in employees who are currently eligible but have not elected to participate in our healthcare plans increasingly finding it advantageous to do so, which may increase our healthcare costs in the future, which may further increase our healthcare expenses. It is also possible that even in light of recent changes in the healthcare plans we offer, healthcare plans offered by other companies with which we compete for employees will make us less attractive to our current or potential employees. And in any event, implementing the requirements of the Affordable Care Act has imposed some additional administrative costs on us, and those costs may increase over time. The costs and other effects of these new healthcare requirements cannot be determined with certainty, but they may have a material adverse effect on our financial and operating results.

We could be party to litigation that could adversely affect us by distracting management, increasing our expenses or subjecting us to material money damages and other remedies.

We're subject to numerous claims alleging violations of federal and state laws regarding workplace and employment matters, including wages, work hours, overtime, vacation and family leave, discrimination, wrongful termination, and similar matters, and we could become subject to class action or other lawsuits related to these or different matters in the future. Our customers also occasionally file complaints or lawsuits against us alleging that we're responsible for some illness or injury they suffered at or after a visit to our restaurants, or that we have problems with food quality, operations or our food related disclosure or advertising practices.

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See “—Governmental regulation in one or more of the following areas may adversely affect our existing and future operations and results, including by harming our ability to open new restaurants or increasing our operating costs” above, for additional discussion of these types of claims. From time to time, we also face claims alleging that technology we use in our business infringes patents held by third parties. In addition, the restaurant industry has been subject to a growing number of claims based on the nutritional content of food products sold and disclosure and advertising practices. We have been subject to a number of these actions and may be subject to additional actions of this type in the future. We are also undergoing government investigations and have been sued in a shareholder class action lawsuit, each as described elsewhere in this report, including in Note 10. “Commitments and Contingencies” in our consolidated financial statements included in Item 8. “Financial Statements and Supplementary Data,” and these matters may be particularly expensive to defend and/or resolve.

We believe the number of many of the foregoing types of claims has increased as our business has grown and we have become more visible to potential plaintiffs and their lawyers, particularly in California. Regardless of whether any claims against us are valid, or whether we’re ultimately held liable for such claims, they may be expensive to defend and may divert time and money away from our operations and hurt our performance. A significant judgment for any claims against us could materially and adversely affect our financial condition or results of operations. Any adverse publicity resulting from these allegations, whether directed at us or at fast casual or quick-service restaurants generally, may also materially and adversely affect our reputation or prospects, which in turn could adversely affect our results.

General Business Risks

We may be harmed by security risks we face in connection with our electronic processing and transmission of confidential customer and employee information.

We accept electronic payment cards for payment in our restaurants. During 2016 approximately 70% of our sales were attributable to credit and debit card transactions, and credit and debit card usage could continue to increase. A number of retailers have experienced actual or potential security breaches in which credit and debit card information may have been stolen, including a number of highly publicized incidents with well-known retailers in recent years. In August 2004, the merchant bank that processed our credit and debit card transactions informed us that we may have been the victim of a possible theft of card data. As a result, we recorded losses and related expenses totaling \$4.3 million from 2004 through 2006.

We may in the future become subject to additional claims for purportedly fraudulent transactions arising out of the actual or alleged theft of credit or debit card information, and we may also be subject to lawsuits or other proceedings in the future relating to these types of incidents. Proceedings related to theft of credit or debit card information may be brought by payment card providers, banks and credit unions that issue cards, cardholders (either individually or as part of a class action lawsuit) and federal and state regulators. Any such proceedings could distract our management from running our business and cause us to incur significant unplanned losses and expenses. Consumer perception of our brand could also be negatively affected by these events, which could further adversely affect our results and prospects. The liabilities resulting from any of the foregoing would likely be far greater than the losses we recorded in connection with the data breach incident in 2004.

We also are required to collect and maintain personal information about our employees, and we collect information about customers as part of some of our marketing programs as well. The collection and use of such information is regulated at the federal and state levels, and by the European Union and its member states, and the regulatory environment related to information security and privacy is increasingly demanding. At the same time, we are relying increasingly on cloud computing and other technologies that result in third parties holding significant amounts of customer or employee information on our behalf. We have seen an increase over the past several years in the frequency and sophistication of attempts to compromise the security of several of these systems. If the security and information systems that we or our outsourced third party providers use to store or process such information are compromised or if we, or such third parties, otherwise fail to comply with these laws and regulations, we could face litigation and the imposition of penalties that could adversely affect our financial performance. Our reputation as a brand or as an employer could also be adversely affected from these types of security breaches or regulatory violations, which could impair our sales or ability to attract and keep qualified employees.

Negative publicity relating to our restaurants or our company could adversely impact our reputation, which may significantly harm us.

We depend significantly on customers’ perception of and connection to our brand. In addition to the damage to our reputation from well-publicized food safety incidents during 2015 as described elsewhere in this report, we may experience negative publicity from time to time relating to food quality, customer complaints, restaurant facilities, advertising and other business practices, litigation alleging injuries or improper employee practices, government investigations or other

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regulatory issues, our suppliers' potential failure to adhere to elements of our Food With Integrity protocols, other issues regarding the integrity of our suppliers' food processing,

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employee relationships, customer or employee data breaches, or other matters, regardless of whether the allegations are valid or whether we are held to be responsible. The negative impact of adverse publicity relating to one or more restaurants or any of the foregoing topics may extend far beyond the restaurant(s) involved and affect many more, or even all, of our restaurants. The considerable expansion in the use of social media over recent years can further amplify any negative publicity that may be generated. A similar risk exists with respect to unrelated food service businesses, if consumers associate those businesses with our own operations. And even publicity that could reasonably be viewed as positive may have adverse consequences on our business. For example, positive developments in regards to the food safety issues that have impacted us might have the effect of continuing or increasing customer awareness of the issue.

The adverse impact of publicity on customers' perception of us could have a further negative impact on our sales. If the impact of any such publicity is particularly long-lasting, the value of our brand may suffer and our ability to grow could be diminished. Additionally, negative publicity about our employment practices may affect our reputation among employees and potential employees, which could make it more difficult for us to attract and retain top-performing employees. That could adversely impact the quality of the customer experience we can offer and our operations generally, and may increase our labor costs as well.

Our insurance coverage and self-insurance reserves may not cover future claims.

We maintain various insurance policies for employee health, worker's compensation, general liability, property damage and auto liability. We are self-insured for our employee health plans but have third party insurance coverage to limit exposure for both individual and aggregate claim costs. We are also responsible for losses up to a certain limit for worker's compensation, general liability, property damage, employment practices liability and auto liability insurance.

For policies under which we are responsible for losses, we record a liability that represents our estimated cost of claims incurred and unpaid as of the balance sheet date. Our estimated liability is not discounted and is based on a number of assumptions and factors, including historical trends, actuarial assumptions and economic conditions, and is closely monitored and adjusted when warranted by changing circumstances. Our history of claims experience is relatively short and our significant growth during most of our operating history could affect the accuracy of estimates based on historical experience. If a greater amount of claims occurs compared to what we estimated, or if medical costs increase beyond what we expected, our accrued liabilities might not be sufficient and we may be required to record additional expense. Unanticipated changes may also produce materially different amounts of expense than reported under these programs, which could adversely impact our results of operations. It is also possible that losses covered under one or more of our insurance policies may exceed the applicable policy limits, which would subject us to unexpected additional liabilities in an amount that could be significant enough to have a material adverse effect on our financial position.

We may not be able to adequately protect our intellectual property, which could harm the value of our brands and adversely affect our business.

Our ability to successfully implement our business plan depends in part on our ability to further build brand recognition using our trademarks, service marks, trade dress and other proprietary intellectual property, including our name and logos, our Food With Integrity strategy and the unique ambience of our restaurants. If our efforts to protect our intellectual property are inadequate, or if any third party misappropriates or infringes on our intellectual property, either in print or on the internet, the value of our brands may be harmed, which could have a material adverse effect on our business and might prevent our brands from achieving or maintaining market acceptance. We are aware of restaurants in foreign jurisdictions using menu items, logos and other branding that we believe are based on our intellectual property, and our ability to halt these restaurants from using these elements may be limited in jurisdictions in which we are not operating. This could have an adverse impact on our ability to successfully expand into other jurisdictions in the future. We may also encounter claims from prior users of similar intellectual property in areas where we operate or intend to conduct operations. This could harm our image, brand or competitive position and cause us to incur significant penalties and costs.

Our quarterly results may fluctuate significantly and could fall below the expectations of securities analysts and investors due to various factors.

Our quarterly results may fluctuate significantly and could fail to meet the expectations of securities analysts and investors because of factors including:

- changes in comparable restaurant sales and customer visits, including as a result of perceptions about our brand, competition, changes in consumer confidence or discretionary spending, and other factors listed in these Risk Factors;
- additional negative publicity about the occurrence of food-borne illnesses, the ingredients we use, or other problems at our restaurants;

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- fluctuations in supply costs, particularly for our most significant food items, including increased ingredient costs as a result of changes we've made to enhance the safety of our food;
- labor availability and wages of restaurant management and crew, as well as temporary fluctuations in labor costs as a result of large-scale changes in workforce;
- increases in marketing or promotional expenses as we introduce new marketing programs and strategies, or increased spending on existing marketing programs in an effort to drive sales;
- our ability to raise menu prices without adversely impacting customer traffic, particularly if food and labor costs were to increase;
- the timing of new restaurant openings and related revenues and expenses;
- operating costs at newly opened restaurants, which are often materially greater during the first several months of operation;
- the impact of inclement weather, natural disasters and other calamities, such as freezes that have impacted produce crops and droughts that have impacted livestock and the supply of certain meats;
- variations in general economic conditions, including the impact of declining interest rates on our interest income;
- increases in infrastructure costs;
- litigation, settlement costs and related legal expense;
- tax expenses, impairment charges and non-operating costs; and
- potential distraction or unusual expenses associated with our expansion into international markets or initiatives to expand new concepts.

Seasonal factors also cause our results to fluctuate from quarter to quarter. Our restaurant sales are typically lower during the winter months and the holiday season and during periods of inclement weather (because fewer people are eating out) and higher during the spring, summer and fall months (for the opposite reason). Our restaurant sales will also vary as a result of the number of trading days—that is, the number of days in a quarter when a restaurant is open.

As a result of these factors, results for any one quarter are not necessarily indicative of results to be expected for any other quarter or for any year. Average restaurant sales or comparable restaurant sales in any particular future period may decrease. In the future, operating results may fall below the expectations of securities analysts and investors, which could cause our stock price to fall. This risk may continue to be a greater concern during 2017, as the expectations of analysts and investors of a recovery in our business results may be higher than any level of recovery that we do actually achieve.

Additionally, we believe the market price of our common stock, which has generally traded at a higher price-earnings ratio than stocks of most or all of our peer companies, has typically reflected high market expectations for our future operating results. The trading market for our common stock has been volatile at times as well, including during 2016. As a result, if we fail to meet market expectations for our operating results in the future, any resulting decline in the price of our common stock could be significant.

Our anti-takeover provisions may delay or prevent a change in control of us, which could adversely affect the price of our common stock.

Certain provisions in our corporate documents and Delaware law may delay or prevent a change in control of us, which could adversely affect the price of our common stock. Our amended and restated certificate of incorporation and amended and restated bylaws contain some provisions that may make the acquisition of control of us without the approval of our board of directors more difficult, including provisions relating to the nomination, election and removal of directors, the structure of the board of directors and limitations on actions by our shareholders. In addition, Delaware law also imposes some restrictions on mergers and other business combinations between us and any holder of 15% or more of our outstanding common stock. Any of these provisions may discourage a potential acquirer from proposing or completing a transaction that may have otherwise presented a premium to our shareholders.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

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As of December 31, 2016, there were 2,250 restaurants operated by Chipotle and our consolidated subsidiaries, 2,227 of which were Chipotle restaurants. The table below sets forth the locations (by state or country) of all restaurants in operation.

Alabama	12
Arizona	78
Arkansas	6
California	384
Colorado	76
Connecticut	22
Delaware	6
District of Columbia	23
Florida	135
Georgia	44
Idaho	7
Illinois	130
Indiana	34
Iowa	11
Kansas	26
Kentucky	18
Louisiana	8
Maine	5
Maryland	82
Massachusetts	50
Michigan	31
Minnesota	61
Missouri	37
Montana	3
Nebraska	9
Nevada	25
New Hampshire	6
New Jersey	50
New Mexico	4
New York	127
North Carolina	45
North Dakota	1
Ohio	168
Oklahoma	11
Oregon	26
Pennsylvania	73
Rhode Island	7
South Carolina	20
Tennessee	18
Texas	181
Utah	10
Vermont	1
Virginia	89
Washington	35
West Virginia	5
Wisconsin	19
Wyoming	2
Canada	17
France	5
Germany	1
United Kingdom	6
Total	<hr/> 2,250

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We categorize our restaurants as end-caps (at the end of a line of retail outlets), in-lines (in a line of retail outlets), free-standing, or other. Of our restaurants in operation as of December 31, 2016, we had 1,396 end-cap locations, 370 free-standing units, 346 in-line locations, and 138 other locations. The average restaurant size is about 2,500 square feet and seats about 57 people. Many of our restaurants also feature outdoor patio space.

Our main office is located at 1401 Wynkoop Street, Suite 500, Denver, Colorado, 80202 and our telephone number is (303) 595-4000. We lease our main office and substantially all of the properties on which we operate restaurants. For additional information regarding the lease terms and provisions, see Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations—*Contractual Obligations*," as well as Note 8. "Leases" in our consolidated financial statements included in Item 8. "Financial Statements and Supplementary Data."

We own 17 properties and operate restaurants on all of them.

ITEM 3. LEGAL PROCEEDINGS

For information regarding legal proceedings, see Note 10. "Commitments and Contingencies" in our consolidated financial statements included in Item 8. "Financial Statements and Supplementary Data."

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

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The following table describes the per share range of high and low sales prices for shares of our common stock for the quarterly periods indicated, as reported by the New York Stock Exchange ("NYSE"). Our common stock trades on the NYSE under the symbol "CMG."

	<u>High</u>	<u>Low</u>
2015		
First Quarter	\$ 727.97	\$ 647.28
Second Quarter	\$ 699.03	\$ 598.04
Third Quarter	\$ 758.61	\$ 597.33
Fourth Quarter	\$ 757.00	\$ 477.97
	<u>High</u>	<u>Low</u>
2016		
First Quarter	\$ 542.50	\$ 399.14
Second Quarter	\$ 473.17	\$ 384.77
Third Quarter	\$ 444.13	\$ 386.10
Fourth Quarter	\$ 440.00	\$ 352.96

As of January 26, 2017, there were approximately 1,233 holders of our common stock, as determined by counting our record holders and the number of participants reflected in a security position listing provided to us by the Depository Trust Company. Because such "DTC participants" are brokers and other institutions holding shares of our common stock on behalf of their customers, we do not know the actual number of unique shareholders represented by these record holders.

Purchases of Equity Securities by the Issuer

The table below reflects shares of common stock we repurchased during the fourth quarter of 2016.

	<u>Total Number of Shares Purchased</u>	<u>Average Price Paid Per Share</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs⁽¹⁾</u>	<u>Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs⁽²⁾</u>
October	49,969	\$ 403.18	49,969	\$ 149,060,523
November	57,640	\$ 391.17	57,640	\$ 126,513,735
December	62,268	\$ 384.56	62,268	\$ 102,567,759
Total	169,877	\$ 392.28	169,877	\$ 102,567,759

(1) Shares were repurchased pursuant to a repurchase program announced on May 11, 2016.

(2) This column includes \$100 million in authorized repurchases announced on October 25, 2016, but does not include an additional \$100 million in authorized repurchases announced on January 10, 2017. Our authorized repurchase programs have no expiration date, but may be modified, suspended, or discontinued at any time.

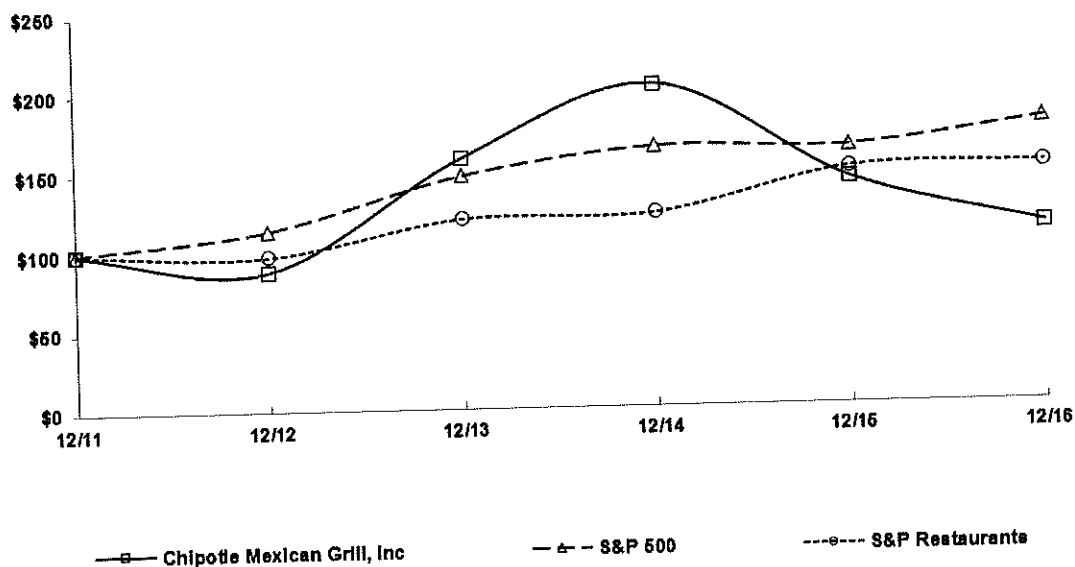
Dividend Policy

We are not required to pay any dividends and have not declared or paid any cash dividends on our common stock. We intend to continue to retain earnings for use in the operation and expansion of our business and to repurchase shares of common stock (subject to market conditions), and therefore do not anticipate paying any cash dividends on our common stock in the foreseeable future.

Table of Contents**COMPARISON OF CUMULATIVE TOTAL RETURN**

The following graph compares the cumulative annual stockholders return on our common stock from December 31, 2011 through December 31, 2016 to that of the total return index for the S&P 500 and the S&P 500 Restaurants Index assuming an investment of \$100 on December 31, 2011. In calculating total annual stockholder return, reinvestment of dividends, if any, is assumed. The indices are included for comparative purposes only. They do not necessarily reflect management's opinion that such indices are an appropriate measure of the relative performance of our common stock. This graph is not "soliciting material," is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference in any of our filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof and irrespective of any general incorporation language in any such filing.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN*
Among Chipotle Mexican Grill, Inc, the S&P 500 Index, and the S&P Restaurants Index



*\$100 invested on 12/31/11 in stock or index, including reinvestment of dividends.
Fiscal year ending December 31.

Source data: S&P Capital IQ

Table of Contents**ITEM 6. SELECTED FINANCIAL DATA**

Our selected consolidated financial data shown below should be read together with Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and respective notes included in Item 8. "Financial Statements and Supplementary Data." The data shown below are not necessarily indicative of results to be expected for any future period (in thousands, except per share data).

	Year ended December 31,				
	2016	2015	2014	2013	2012
Statement of Income:					
Revenue	\$ 3,904,384	\$ 4,501,223	\$ 4,108,269	\$ 3,214,591	\$ 2,731,224
Food, beverage and packaging costs	1,365,580	1,503,835	1,420,994	1,073,514	891,003
Labor costs	1,105,001	1,045,726	904,407	739,800	641,836
Occupancy costs	293,636	262,412	230,868	199,107	171,435
Other operating costs	641,953	514,963	434,244	347,401	286,610
General and administrative expenses	276,240	250,214	273,897	203,733	183,409
Depreciation and amortization	146,368	130,368	110,474	96,054	84,130
Pre-opening costs	17,162	16,922	15,609	15,511	11,909
Loss on disposal of assets	23,877	13,194	6,976	6,751	5,027
Total operating expenses	3,869,817	3,737,634	3,397,469	2,681,871	2,275,359
Income from operations	34,567	763,589	710,800	532,720	455,865
Interest and other income (expense), net	4,172	6,278	3,503	1,751	1,820
Income before income taxes	38,739	769,867	714,303	534,471	457,685
Provision for income taxes	(15,801)	(294,265)	(268,929)	(207,033)	(179,685)
Net income	\$ 22,938	\$ 475,602	\$ 445,374	\$ 327,438	\$ 278,000
Earnings per share					
Basic	\$ 0.78	\$ 15.30	\$ 14.35	\$ 10.58	\$ 8.82
Diluted	\$ 0.77	\$ 15.10	\$ 14.13	\$ 10.47	\$ 8.75
Weighted average common shares outstanding					
Basic	29,265	31,092	31,038	30,957	31,513
Diluted	29,770	31,494	31,512	31,281	31,783

	December 31,				
	2016	2015	2014	2013	2012
Balance Sheet Data:					
Total current assets	\$ 522,374	\$ 814,647	\$ 859,511	\$ 653,095	\$ 537,745
Total assets	\$ 2,026,103	\$ 2,725,066	\$ 2,527,317	\$ 1,996,068	\$ 1,659,805
Total current liabilities	\$ 281,793	\$ 279,942	\$ 245,710	\$ 199,228	\$ 186,852
Total liabilities	\$ 623,610	\$ 597,092	\$ 514,948	\$ 457,780	\$ 413,879
Total shareholders' equity	\$ 1,402,493	\$ 2,127,974	\$ 2,012,369	\$ 1,538,288	\$ 1,245,926

Table of Contents**ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

You should read the following discussion together with Item 6. "Selected Financial Data" and our consolidated financial statements and related notes included in Item 8. "Financial Statements and Supplementary Data." The discussion contains forward-looking statements involving risks, uncertainties and assumptions that could cause our results to differ materially from expectations. Factors that might cause such differences include those described in Item 1A. "Risk Factors" and elsewhere in this report.

Overview

Steve Ells, our founder, Chairman and CEO, started Chipotle with the idea that food served fast did not have to be a typical fast food experience. Today, Chipotle continues to offer a focused menu of burritos, tacos, burrito bowls, and salads made from fresh, high-quality raw ingredients, prepared using classic cooking methods and served in an interactive style allowing people to get what they want. Chipotle seeks out extraordinary ingredients that are not only fresh, but that are raised responsibly, with respect for the animals, land, and people who produce them. Chipotle prepares its food using whole, unprocessed ingredients and without the use of added colors, flavors or other additives typically found in fast food. Chipotle opened with a single restaurant in Denver in 1993 and as of December 31, 2016, operated 2,250 restaurants.

Our focus during 2017 is to return to sales and profitability growth and restore our restaurant economic model. To do so, we have a renewed focus on ensuring that every guest in every one of our restaurants is provided with an excellent customer experience.

2016 Highlights and Trends

Operating Results. Our sales and profitability were adversely impacted throughout 2016 as a result of a number of food-borne illness incidents associated with Chipotle restaurants in as many as 15 states, which were widely reported during the fourth quarter of 2015 and the first quarter of 2016. Our comparable restaurant sales trends have improved sequentially for each quarter during 2016 as shown below:

	2016				
	Mar. 31	Jun. 30	Sep. 30	Dec. 31	Full year
Comparable restaurant sales declines	(29.7%)	(23.6%)	(21.9%)	(4.8%)	(20.4%)
Impact of deferred revenue on comparable restaurant sales	-	-	(0.8%)	0.5%	(0.1%)

Our sales comparisons were lapping an easier compare in the fourth quarter due to lower sales levels in November and December 2015 as a result of the food-borne illness incidents. Comparable restaurant sales decreases were driven primarily by a 14.4% decrease in the number of transactions for the full year 2016, and to a lesser extent by decreases in average check. Comparable restaurant sales represent the change in period-over-period sales for restaurants beginning in their 13th full calendar month of operation. Average restaurant sales were \$1.868 million as of December 31, 2016, decreasing from \$2.424 million as of December 31, 2015. We define average restaurant sales as the average trailing 12-month sales for restaurants in operation for at least 12 full calendar months.

During the full year 2016, our restaurant operating costs (food, beverage and packaging; labor; occupancy; and other operating costs) as a percent of revenue increased 13.3% as compared to the full year 2015. About 6.2% of the increase was attributable to sales deleveraging, while incremental marketing and promotional spend aimed at regaining our customers, combined with additional labor to support the sales promotions, contributed about 3.1% to the increase. Additionally, as part of our response to the food-borne illness incidents, we have implemented enhanced food safety procedures in our supply chain and restaurants that have increased our food costs as a percentage of revenue. We anticipate that the ongoing impact of the enhanced food safety procedures on our food costs as a percentage of revenue will be approximately 1% compared to pre-crisis levels.

Restaurant Development. As of December 31, 2016, we had 2,250 restaurants in operation, including 2,198 Chipotle restaurants throughout the United States, with an additional 29 international Chipotle restaurants and 23 non-Chipotle restaurants that were consolidated into our financial results. We opened 240 restaurants in 2016, net of relocations and closures, which contributed \$156.2 million to revenue. In the fourth quarter of 2016, we announced that we were exploring strategic alternatives for our 15 ShopHouse Southeast Asian Kitchen restaurants, and as a result, we recognized a non-cash impairment charge of \$14.5 million.

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Stock Repurchases. In accordance with stock repurchases authorized by our Board of Directors, we purchased shares of our common stock during 2016 with an aggregate total repurchase price of \$813.9 million. As of December 31, 2016, \$102.6 million was available for stock repurchases under the authorizations announced on May 11, 2016 and October 25, 2016. On January 10, 2017, we also announced authorizations by our Board of Directors of up to an additional \$100 million in common stock repurchases. We have entered into an agreement with a broker under SEC rule 10b5-1(c), authorizing the broker to make open market purchases of common stock from time to time, subject to market conditions. The existing repurchase agreement and the Board's authorizations of the repurchases may be modified, suspended, or discontinued at any time.

Management and Governance Enhancements. In the fourth quarter of 2016, we announced that our Board of Directors named Steve Ells as our sole chief executive officer, and that Monty Moran, formerly our co-Chief Executive Officer, had stepped down from his officer and board positions and will retire effective June 9, 2017. On December 19, 2016, we also announced the appointment of four new members to our Board of Directors, two of whom were nominated by Pershing Square Capital Management, L.P., which, together with its affiliates, we believe to be our largest shareholder.

2017 Outlook

Sales. We are targeting comparable restaurant sales increases in the high single digits for the full year 2017 as comparisons become easier in the first half of 2017, and based on our plans to attract more customers with a variety of marketing activities and improvements to our digital ordering platforms, and by improving the quality of the customer experience we provide in our restaurants.

Restaurant Operating Costs. We expect to reduce restaurant level operating costs as a percent of revenue for the full year 2017. Our expectation is based in part on the increased sales we are anticipating and the resulting leverage in fixed operating costs, but we are forecasting additional improvements as well. We expect food, beverage and packaging costs to decrease as a percent of revenue due to relief in avocado prices and more efficient food management. We also believe that other operating expenses will decline compared to 2016 as we reduce marketing and promotional spend as a percent of revenue from the elevated levels of 2016, although we still plan for these expenses in 2017 to be above historical levels.

Other Expense Items and Restaurant Development Plans. We expect that general and administrative expenses will increase in 2017 due to higher non-cash stock-based compensation expense and higher bonuses, although underlying general and administrative expenses for the year should remain relatively consistent with 2016. The expected increase in stock based compensation is primarily a result of lower expense in 2016 due to an expense reversal for performance-based stock awards that did not vest, as well as higher expense in 2017 due to a planned retention award for non-executive employees and broadening the group of non-executive employees eligible for awards. We expect to realize cost efficiencies in the development of our restaurants in 2017 by simplifying our restaurant design, and choosing real estate sites, such as end-caps, that can more easily and cost-efficiently be converted into Chipotle restaurants. We intend to open between 195 and 210 restaurants for the full year 2017. Most of our 2017 restaurant openings are planned in markets that are proven or already have a Chipotle presence established.

Tax Rates. We expect the 2017 full year effective tax rate to be between 39.0% and 39.5%. However, as discussed in Note 1. "Description of Business and Summary of Significant Accounting Policies," included in Item 8. "Financial Statements and Supplementary Data" the adoption of ASU No. 2016-09, "Compensation-Stock Compensation (Topic 718)" will subject our tax rate to quarterly volatility from the effect of stock award exercise and vesting activities.

Restaurant Openings, Relocations and Closures

The following table details restaurant unit data for the years indicated.

	Year ended December 31,		
	2016	2015	2014
Beginning of period	2,010	1,783	1,595
Openings	243	229	192
Relocations/closures	(3)	(2)	(4)
Total restaurants at end of period	2,250	2,010	1,783

Results of Operations

Our results of operations as a percentage of revenue and period-over-period variances are discussed in the following section.

Table of Contents**Revenue**

	Year ended December 31,			% increase/ (decrease) 2016 over 2015	% increase/ (decrease) 2015 over 2014
	2016	2015	2014		
	(dollars in millions)				
Revenue	\$ 3,904.4	\$ 4,501.2	\$ 4,108.3	(13.3%)	9.6%
Average restaurant sales	\$ 1,868	\$ 2,424	\$ 2,472	(22.9%)	(1.9%)
Comparable restaurant sales	(20.4%)	0.2%	16.8%		
Number of restaurants as of the end of the period	2,250	2,010	1,783	11.9%	12.7%
Number of restaurants opened in the period, net of relocations/closures	240	227	188		

In 2016, the decrease in revenue was attributable to a decline in comparable restaurant sales, partially offset by new restaurant openings. Comparable restaurant sales decreased \$914.7 million while revenue from restaurants not yet in the comparable restaurant base contributed \$323.9 million, of which \$156.2 million was attributable to restaurants opened in 2016.

In 2015, increased revenue was primarily driven by new restaurant openings. Revenue from restaurants not yet in the comparable base contributed \$390.4 million of the increase in sales in 2015, of which \$183.6 million was attributable to restaurants opened during 2015.

Food, Beverage and Packaging Costs

	Year ended December 31,			% decrease 2016 over 2015	% increase 2015 over 2014
	2016	2015	2014		
	(dollars in millions)				
Food, beverage and packaging	\$ 1,365.6	\$ 1,503.8	\$ 1,421.0	(9.2%)	5.8%
As a percentage of revenue	35.0%	33.4%	34.6%		

Food, beverage and packaging costs increased as a percentage of revenue in 2016 primarily due to increased waste and costs related to new food safety procedures as well as higher avocado prices, partially offset by relief in beef prices. In dollar terms, food, beverage and packaging costs decreased in 2016 due to lower sales.

Food, beverage and packaging costs decreased as a percentage of revenue in 2015 primarily due to the benefit of the nation-wide menu price increases taken in the second quarter of 2014 and relief in dairy and avocado costs. The decrease was partially offset by inflation on beef costs.

Labor Costs

	Year ended December 31,			% increase 2016 over 2015	% increase 2015 over 2014
	2016	2015	2014		
	(dollars in millions)				
Labor costs	\$ 1,105.0	\$ 1,045.7	\$ 904.4	5.7%	15.6%
As a percentage of revenue	28.3%	23.2%	22.0%		

Labor costs as a percentage of revenue increased in 2016 due primarily to sales deleveraging and wage inflation, partially offset by labor efficiencies resulting from fewer managers and crew in each of our restaurants. Although we incurred additional costs to staff our restaurants for sales promotions during 2016, those incremental costs were offset by the improvement from 2015 when we incurred scheduling inefficiencies as a result of reporting challenges from a system

change in early 2015. Labor costs increased in dollar terms for the year ended December 31, 2016 due to staffing needs for new restaurants.

Labor costs as a percentage of revenue increased in 2015 compared to full year 2014 due primarily to wage inflation and an increased number of crew and managers in each of our restaurants caused by scheduling inefficiencies occurring earlier in the year.

Table of Contents**Occupancy Costs**

	Year ended December 31,			%	%
				increase	increase
	2016	2015	2014	2016	2015
	(dollars in millions)			over	over
				2015	2014
Occupancy costs	\$ 293.6	\$ 262.4	\$ 230.9	11.9%	13.7%
As a percentage of revenue	7.5%	5.8%	5.6%		

Occupancy costs as a percentage of revenue increased in 2016 primarily due to lower average restaurant sales on a partially fixed-cost base. Occupancy costs increased in dollar terms for the year ended December 31, 2016, primarily due to costs associated with new restaurants.

In 2015, occupancy costs increased as a percentage of revenue primarily due to higher average rents for new locations.

Other Operating Costs

	Year ended December 31,			%	%
				increase	increase
	2016	2015	2014	2016	2015
	(dollars in millions)			over	over
				2015	2014
Other operating costs	\$ 642.0	\$ 515.0	\$ 434.2	24.7%	18.6%
As a percentage of revenue	16.4%	11.4%	10.6%		

Other operating costs include, among other items, marketing and promotional costs, bank and credit card fees, and restaurant utilities and maintenance costs. Other operating costs increased as a percentage of revenue in 2016 due primarily to higher marketing and promotional expense as well as sales deleveraging. We increased our marketing and promotional spend in an effort to regain customers, which contributed \$98.2 million to the increase.

Other operating costs increased as a percentage of revenue in 2015 due primarily to a change in the classification of kitchen gloves out of food, beverage, and packaging costs beginning in 2015, and higher marketing and promotional costs.

General and Administrative Expenses

	Year ended December 31,			%	%
				increase	decrease
	2016	2015	2014	2016	2015
	(dollars in millions)			over	over
				2015	2014
General and administrative expense	\$ 276.2	\$ 250.2	\$ 273.9	10.4%	(8.6%)
As a percentage of revenue	7.1%	5.6%	6.7%		

The increase in general and administrative expenses in dollar terms for 2016 primarily resulted from increased legal expense, higher payroll costs as we grew, and expenses associated with our biennial All Managers' Conference held during 2016, partially offset by lower bonus expense and travel costs.

The decrease in general and administrative expenses in dollar terms in 2015 primarily resulted from decreased non-cash stock-based compensation expense, lower bonus expense, and decreased expense associated with our biennial All Managers' Conference held during 2014, partially offset by higher payroll costs as we grew. Stock-based compensation expense decreased \$39.4 million primarily due to a change in the structure of our executive compensation, as well as a decrease in our estimate of non-vested performance stock awards that we expect to vest.

Table of Contents**Depreciation and Amortization**

	Year ended December 31,			%	%
	2016	2015	2014	increase	increase
				2016	2015
				over	over
				2015	2014
	(dollars in millions)				
Depreciation and amortization	\$ 146.4	\$ 130.4	\$ 110.5	12.3%	18.0%
As a percentage of revenue	3.7%	2.9%	2.7%		

Depreciation and amortization increased as a percentage of revenue in 2016 due to sales deleveraging. The increase in dollar terms was due primarily to depreciation and amortization costs associated with new restaurants.

In 2015, depreciation and amortization increased as a percentage of revenue due to reinvestment costs for our restaurants as they age.

Loss on Disposal of Assets

	Year ended December 31,			%	%
	2016	2015	2014	increase	increase
				2016	2015
				over	over
				2015	2014
	(dollars in millions)				
Loss on disposal and impairment of assets	\$ 23.9	\$ 13.2	\$ 7.0	81.0%	89.1%
As a percentage of revenue	0.6%	0.3%	0.2%		

Loss on disposal and impairment of assets increased in 2016 primarily due to a non-cash impairment charge of \$14.5 million to write-down substantially all of the value of the long-lived assets of our ShopHouse restaurants.

Loss on disposal of assets increased in 2015 due to impairment charges resulting from an internally developed software program that we chose not to implement and related hardware, the discontinued use of certain kitchen equipment, as well as restaurant relocations.

Income Tax Provision

	Year ended December 31,			%	%
	2016	2015	2014	decrease	increase
				2016	2015
				over	over
				2015	2014
	(dollars in millions)				
Provision for income taxes	\$ 15.8	\$ 294.3	\$ 268.9	(94.6%)	9.4%
Effective tax rate	40.8%	38.2%	37.6%		

The 2016 effective tax rate was higher due to a higher state tax rate, not qualifying for the federal research and development tax credit in 2016, and non-deductible items on overall lower pre-tax operating income. The 2015 effective tax rate was higher than 2014 due primarily to 2014 benefiting from filing the 2013 tax returns, which included a non-recurring change in the estimate of usable employer credits.

Quarterly Financial Data/Seasonality

The following table presents data from the consolidated statement of income and comprehensive income for each of the eight quarters in the period ended December 31, 2016. The operating results for any quarter are not necessarily indicative of the results for any subsequent quarter. Results from the quarter ended December 31, 2015 and for each quarter in 2016 include the impact of the food-borne illness incidents described elsewhere in this report.

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	2016 Quarters Ended			
	March 31	June 30	September 30	December 31
Revenue	\$ 834.5	\$ 998.4	\$ 1,037.0	\$ 1,034.6
Operating income (loss)	\$ (46.6)	\$ 40.9	\$ 9.7	\$ 30.6
Net income (loss)	\$ (26.4)	\$ 25.6	\$ 7.8	\$ 16.0
Number of restaurants opened in the quarter, net of relocations/closures	56	58	54	72
Comparable restaurant sales increase (decrease)	(29.7%)	(23.6%)	(21.9%)	(4.8%)

	2015 Quarters Ended			
	March 31	June 30	September 30	December 31
Revenue	\$ 1,089.0	\$ 1,197.8	\$ 1,216.9	\$ 997.5
Operating income	\$ 197.8	\$ 227.4	\$ 234.8	\$ 103.6
Net income	\$ 122.6	\$ 140.2	\$ 144.9	\$ 67.9
Number of restaurants opened in the quarter, net of relocations/closures	49	48	53	79
Comparable restaurant sales increase (decrease)	10.4%	4.3%	2.6%	(14.6%)

Seasonal factors cause our profitability to fluctuate from quarter to quarter. Historically, our average daily restaurant sales and net income are lower in the first and fourth quarters due, in part, to the holiday season and because fewer people eat out during periods of inclement weather (the winter months) than during periods of mild or warm weather (the spring, summer and fall months). Other factors also have a seasonal effect on our results. For example, restaurants located near colleges and universities generally do more business during the academic year. Seasonal factors, however, might be moderated or outweighed by other factors that may influence our quarterly results, such as the adverse publicity that we saw beginning in the fourth quarter of 2015 around food-borne illness incidents associated with our restaurants, as well as fluctuations in food or packaging costs or the timing of menu price increases. The number of trading days in a quarter can also affect our results, although, on an overall annual basis, changes in trading days do not have a significant impact.

Our quarterly results are also affected by other factors such as the amount and timing of non-cash stock-based compensation expense, the number of new restaurants opened in a quarter, anticipated and unanticipated events. New restaurants typically have lower margins following opening as a result of the expenses associated with opening new restaurants and their operating inefficiencies in the months immediately following opening. In addition, unanticipated events also impact our results. Accordingly, results for a particular quarter are not necessarily indicative of results to be expected for any other quarter or for any year.

Liquidity and Capital Resources

Our primary liquidity and capital requirements are for new restaurant construction, working capital and general corporate needs. As of December 31, 2016, we had a cash and short-term investment balance of \$417.7 million that we expect to utilize, along with cash flow from operations, to provide capital to support the growth of our business (primarily through opening restaurants), to repurchase additional shares of our common stock subject to market conditions, to maintain our existing restaurants and for general corporate purposes. As of December 31, 2016, there was \$102.6 million remaining available under repurchase authorizations previously approved by our Board of Directors. On January 10, 2017 we announced authorizations by our Board of Directors of up to an additional \$100 million in common stock repurchases. We also have a long term investments balance of \$125.1 million, which consists of U.S. treasury notes with maturities of up to 15 months. We believe that cash from operations, together with our cash and investment balances, will be enough to meet ongoing capital expenditures, working capital requirements and other cash needs for the foreseeable future.

We haven't required significant working capital because customers generally pay using cash or credit and debit cards and because our operations do not require significant receivables, nor do they require significant inventories due, in part, to our use of various fresh ingredients. In addition, we generally have the right to pay for the purchase of food, beverage and supplies some time after the receipt of those items, generally within ten days, thereby reducing the need for incremental working capital to support our growth.

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One of our primary uses of cash is in new restaurant development. Our total capital expenditures for 2016 were \$258.8 million, and we expect to incur capital expenditures of about \$224 million in 2017, of which about \$170 million relates to our construction of new restaurants before any reductions for landlord reimbursements, and the remainder primarily relates to restaurant reinvestments, information technology and infrastructure initiatives, and other corporate expenses. Our expected reduction in capital expenditures is due to fewer planned restaurant openings and lower average investment costs per restaurant in 2017. In 2016, we spent on average about \$880,000 in development and construction costs per restaurant, or about \$790,000 net of landlord reimbursements of \$90,000. For new restaurants to be opened in 2017, we anticipate average development costs will decrease due to cost savings initiatives.

Contractual Obligations

Our contractual obligations as of December 31, 2016 were as follows:

	2016				
	Total	1 year	2-3 years	4-5 years	After 5 years
			(in thousands)		
Operating leases	\$ 3,682,979	\$ 264,911	\$ 537,995	\$ 521,132	\$ 2,358,941
Deemed landlord financing	\$ 3,895	\$ 423	\$ 846	\$ 885	\$ 1,741
Other contractual obligations ⁽¹⁾	\$ 301,623	\$ 232,014	\$ 69,609	\$ -	\$ -
Total contractual cash obligations	\$ 3,988,497	\$ 497,348	\$ 608,450	\$ 522,017	\$ 2,360,682

- (1) We enter into various purchase obligations in the ordinary course of business. Those that are binding primarily relate to amounts owed for orders related to produce and other ingredients and supplies, construction contractor and subcontractor agreements, orders submitted for equipment for restaurants under construction, and marketing initiatives and corporate sponsorships.

The majority of our restaurants and administrative office leases are non-cancelable obligations. Our leases generally have initial terms of either five to ten years with two or more five-year extensions, for end-cap and in-line restaurants, or 10 to 15 years with several five-year extensions, for free-standing restaurants. Our leases generally require us to pay a proportionate share of real estate taxes, insurance, common charges and other operating costs. Some restaurant leases provide for contingent rental payments based on sales thresholds, although we generally do not expect to pay significant contingent rent on these properties based on the thresholds in those leases.

Off-Balance Sheet Arrangements

As of December 31, 2016 and 2015, we had no off-balance sheet arrangements or obligations.

Inflation

The primary areas of our operations affected by inflation are food, labor, healthcare costs, fuel, utility costs, materials used in the construction of our restaurants, and insurance. Although a significant majority of our crew members make more than the federal and applicable state and local minimum wage, increases in the applicable federal or state minimum wage may have an impact on our labor costs by causing wage inflation above the minimum wage level. Additionally, many of our leases require us to pay property taxes, maintenance, utilities and insurance, all of which are generally subject to inflationary increases. In the past we have largely been able to offset inflationary increases with menu price increases. There have been, and there may be in the future, delays in implementing such menu price increases. If we do raise menu prices in the future, general competitive pressures may limit our ability to completely recover cost increases attributable to inflation.

Critical Accounting Estimates

We describe our significant accounting policies in Note 1. "Description of Business and Summary of Significant Accounting Policies" and Note 6. "Stock Based Compensation" of our consolidated financial statements included in Item 8. "Financial Statements and Supplementary Data." Critical accounting estimates are those that we believe are both significant and that require us to make difficult, subjective or complex judgments, often because we need to estimate the effect of inherently uncertain matters. We base our estimates and judgments on historical experiences and various other factors that we believe to be appropriate under the circumstances. Actual results may differ from these estimates, and we might obtain different estimates if we used different assumptions or factors. We believe that of our critical accounting estimates, the following involve a higher degree of judgement and subjectivity:

Table of Contents***Leases***

We lease nearly all of our restaurant locations. Our leases typically contain escalating rentals over the lease term as well as optional renewal periods. We have estimated that our lease term, including reasonably assured renewal periods, is the lesser of the lease term or 20 years. We account for our leases by recognizing rent expense on a straight-line basis over the reasonably assured lease term. The majority of our leasehold improvements are also depreciated over the reasonably assured lease term. If the estimate of our reasonably assured lease term was changed, our depreciation and rent expense could differ materially.

Stock-based Compensation

We recognize compensation expense for equity awards over the vesting period based on the award's fair value. We use the Black-Scholes valuation model to determine the fair value of our stock-only stock appreciation rights, or SOSARs, and we use the Monte Carlo simulation model to determine the fair value of stock awards that contain market conditions. Both of these models require assumptions to be made regarding our stock price volatility, the expected life of the award and expected dividend rates. The volatility assumption was based on our historical data and implied volatility, and the expected life assumptions were based on our historical data. Similarly, the compensation expense of performance share awards, and SOSARs with performance-based vesting conditions is based in part on the estimated probability of our achieving levels of performance associated with particular levels of payout for performance shares and with vesting for performance SOSARs. We determine the probability of achievement of future levels of performance by comparing the relevant performance level with our internal estimates of future performance. Those estimates are based on a number of assumptions, and different assumptions may have resulted in different conclusions regarding the probability of our achieving future levels of performance relevant to the payout levels for the awards. Had we arrived at different assumptions of stock price volatility or expected lives of our SOSARs, or different assumptions regarding the probability of our achieving future levels of performance with respect to performance share awards and performance SOSARs, our stock-based compensation expense and results of operations could have been different. Awards that contain service, performance and market conditions ultimately vest based on Chipotle's relative performance versus a restaurant industry peer group in the annual averages of revenue growth, net income growth, and total shareholder return. Our estimates of Chipotle's future performance and the future performance of the restaurant industry peer group are assumptions that involve a high degree of subjectivity. If we had arrived at different assumptions for revenue growth or net income for Chipotle or the peer group, our stock-based compensation expense and results of operations could have been different.

Insurance Liability

We maintain various insurance policies for workers' compensation, general liability and auto damage with varying deductibles as high as \$1 million per incident, and for property which generally has a \$1.5 million per incident deductible. We are self-insured for employee health but have third party insurance coverage to limit exposure to these claims. We record a liability that represents our estimated cost of claims incurred and unpaid as of the balance sheet date. Our estimated liability is not discounted and is based on a number of assumptions and factors, including historical trends, actuarial assumptions and economic conditions, and is closely monitored and adjusted when warranted by changing circumstances. Our history of claims experience is relatively short and our significant growth during most of our operating history could affect the accuracy of estimates based on historical experience. If a greater amount of claims occurs compared to what we have estimated, or if medical costs increase beyond what we expected, our accrued liabilities might not be sufficient and we may be required to record additional expense. Actual claims experience could also be more favorable than estimated, which would result in expense reductions. Unanticipated changes may produce materially different amounts of expense than that reported under these programs. The total estimated insurance liabilities as of December 31, 2016 were \$49.4 million.

Reserves/Contingencies for Litigation and Other Matters

We are involved in various claims and legal actions that arise in the ordinary course of business. These actions are subject to many uncertainties, and we cannot predict the outcomes with any degree of certainty. Consequently, we were unable to estimate the ultimate aggregate amount of monetary liability or financial impact with respect to these matters as of December 31, 2016. Although we have recorded liabilities related to a number of legal actions, our estimates used to determine the amount of these liabilities may not be accurate, and there are other legal actions for which we have not recorded a liability. As a result, in the event legal actions for which we have not accrued a liability or for which our accrued liabilities are not accurate are resolved, such resolution may affect our operating results and cash flows.

Table of Contents**ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK****Commodity Price Risks**

We are exposed to commodity price risks. Many of the ingredients we use to prepare our food, our packaging materials, as well as utilities to run our restaurants are commodities or ingredients that are affected by the price of other commodities, exchange rates, foreign demand, weather, seasonality, production, availability and other factors outside our control. We work closely with our suppliers and use a mix of forward pricing protocols under which we agree with our supplier on fixed prices for deliveries at some time in the future, fixed pricing protocols under which we agree on a fixed price with our supplier for the duration of that protocol, and formula pricing protocols under which the prices we pay are based on a specified formula related to the prices of the goods, such as spot prices. However, a majority of the dollar value of goods purchased by us is effectively at spot prices. Generally our pricing protocols with suppliers can remain in effect for periods ranging from one to 24 months, depending on the outlook for prices of the particular ingredient. In several cases, we have minimum purchase obligations. We've tried to increase, where necessary, the number of suppliers for our ingredients, which we believe can help mitigate pricing volatility, and we follow industry news, trade issues, exchange rates, foreign demand, weather, crises and other world events that may affect our ingredient prices. Increases in ingredient prices could adversely affect our results if we choose for competitive or other reasons not to increase menu prices at the same rate at which ingredient costs increase, or if menu price increases result in customer resistance.

Changing Interest Rates

We are also exposed to interest rate risk through fluctuations of interest rates on our investments. Changes in interest rates affect the interest income we earn, and therefore impact our cash flows and results of operations. As of December 31, 2016, we had \$500.5 million in investments and interest-bearing cash accounts, including insurance-related restricted trust accounts classified in other assets, and \$37.6 million in accounts with an earnings credit we classify as interest income, which combined earned a weighted average interest rate of 0.71%.

Foreign Currency Exchange Risk

A portion of our operations consist of activities outside of the U.S. and we have currency risk on the transactions in other currencies and translation adjustments resulting from the conversion of our international financial results into the U.S. dollar. However, a substantial majority of our operations and investment activities are transacted in the U.S. and therefore our foreign currency risk is not material at this date.

Table of Contents**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA****INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

<u>Report of Independent Registered Public Accounting Firm</u>	39
<u>Consolidated Balance Sheet as of December 31, 2016 and 2015</u>	40
<u>Consolidated Statement of Income and Comprehensive Income for the years ended December 31, 2016, 2015 and 2014</u>	41
<u>Consolidated Statement of Shareholders' Equity for the years ended December 31, 2016, 2015 and 2014</u>	42
<u>Consolidated Statement of Cash Flows for the years ended December 31, 2016, 2015 and 2014</u>	43
<u>Notes to Consolidated Financial Statements</u>	44

Table of Contents**Report of Independent Registered Public Accounting Firm****The Board of Directors and Shareholders of
Chipotle Mexican Grill, Inc.**

We have audited the accompanying consolidated balance sheets of Chipotle Mexican Grill, Inc. (the "Company") as of December 31, 2016 and 2015, and the related consolidated statements of income and comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2016. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Chipotle Mexican Grill, Inc. at December 31, 2016 and 2015, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2016, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Chipotle Mexican Grill, Inc.'s internal control over financial reporting as of December 31, 2016, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 6, 2017 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Denver, Colorado
February 6, 2017

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CHIPOTLE MEXICAN GRILL, INC.
CONSOLIDATED BALANCE SHEET
(in thousands, except per share data)

	<u>December 31,</u>	
	<u>2016</u>	<u>2015</u>
Assets		
Current assets:		
Cash and cash equivalents	\$ 87,880	\$ 248,005
Accounts receivable, net of allowance for doubtful accounts of \$259 and \$1,176 as of December 31, 2016 and 2015, respectively	40,451	38,283
Inventory	15,019	15,043
Prepaid expenses and other current assets	44,080	39,965
Income tax receivable	5,108	58,152
Investments	329,836	415,199
Total current assets	522,374	814,647
Leasehold improvements, property and equipment, net	1,303,558	1,217,220
Long term investments	125,055	622,939
Other assets	53,177	48,321
Goodwill	21,939	21,939
Total assets	<u>\$ 2,026,103</u>	<u>\$ 2,725,066</u>
Liabilities and shareholders' equity		
Current liabilities:		
Accounts payable	\$ 78,363	\$ 85,709
Accrued payroll and benefits	76,301	64,958
Accrued liabilities	127,129	129,275
Total current liabilities	281,793	279,942
Deferred rent	288,927	251,962
Deferred income tax liability	18,944	32,305
Other liabilities	33,946	32,883
Total liabilities	623,610	597,092
Shareholders' equity:		
Preferred stock, \$0.01 par value, 600,000 shares authorized, no shares issued as of December 31, 2016 and 2015, respectively	-	-
Common stock \$0.01 par value, 230,000 shares authorized, and 35,833 and 35,790 shares issued as of December 31, 2016 and 2015, respectively	358	358
Additional paid-in capital	1,238,875	1,172,628
Treasury stock, at cost, 7,019 and 5,206 common shares at December 31, 2016 and 2015, respectively	(2,049,389)	(1,234,612)
Accumulated other comprehensive income (loss)	(8,162)	(8,273)
Retained earnings	2,220,811	2,197,873
Total shareholders' equity	1,402,493	2,127,974
Total liabilities and shareholders' equity	<u>\$ 2,026,103</u>	<u>\$ 2,725,066</u>

See accompanying notes to consolidated financial statements.

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CHIPOTLE MEXICAN GRILL, INC.
CONSOLIDATED STATEMENT OF INCOME AND COMPREHENSIVE INCOME
(in thousands, except per share data)

	Year ended December 31,		
	2016	2015	2014
Revenue	\$ 3,904,384	\$ 4,501,223	\$ 4,108,269
Restaurant operating costs (exclusive of depreciation and amortization shown separately below):			
Food, beverage and packaging	1,365,580	1,503,835	1,420,994
Labor	1,105,001	1,045,726	904,407
Occupancy	293,636	262,412	230,868
Other operating costs	641,953	514,963	434,244
General and administrative expenses	276,240	250,214	273,897
Depreciation and amortization	146,368	130,368	110,474
Pre-opening costs	17,162	16,922	15,609
Loss on disposal and impairment of assets	23,877	13,194	6,976
Total operating expenses	3,869,817	3,737,634	3,397,469
Income from operations	34,567	763,589	710,800
Interest and other income, net	4,172	6,278	3,503
Income before income taxes	38,739	769,867	714,303
Provision for income taxes	(15,801)	(294,265)	(268,929)
Net income	\$ 22,938	\$ 475,602	\$ 445,374
Other comprehensive income (loss), net of income taxes:			
Foreign currency translation adjustments	(1,291)	(6,322)	(2,049)
Unrealized gain (loss) on investments, net of income taxes of \$(849), \$946, and \$0	1,402	(1,522)	-
Other comprehensive income (loss), net of income taxes	111	(7,844)	(2,049)
Comprehensive income	\$ 23,049	\$ 467,758	\$ 443,325
Earnings per share:			
Basic	\$ 0.78	\$ 15.30	\$ 14.35
Diluted	\$ 0.77	\$ 15.10	\$ 14.13
Weighted average common shares outstanding:			
Basic	29,265	31,092	31,038
Diluted	29,770	31,494	31,512

See accompanying notes to consolidated financial statements.

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CHIPOTLE MEXICAN GRILL, INC.
CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY
(in thousands)

	Common Stock		Additional Paid-In Capital	Treasury Stock		Retained Earnings	Accumulated Other Comprehensive Income (Loss)		Total
	Shares	Amount		Shares	Amount		Available- for-Sale Securities	Foreign Currency Translation	
Balance, December 31, 2013	35,245	\$ 352	\$ 919,840	4,212	\$ (660,421)	\$ 1,276,897	\$ -	1,620	\$ 1,538,288
Stock-based compensation			97,618						97,618
Stock plan transactions and other	149	2	(193)						(191)
Excess tax benefit on stock-based compensation			21,667						21,667
Acquisition of treasury stock				155	(88,338)				(88,338)
Net income						445,374			445,374
Other comprehensive income (loss), net of income tax								(2,049)	(2,049)
Balance, December 31, 2014	35,394	\$ 354	\$ 1,038,932	4,367	\$ (748,759)	\$ 1,722,271	\$ -	(429)	\$ 2,012,369
Stock-based compensation			59,465						59,465
Stock plan transactions and other	396	4	(211)						(207)
Excess tax benefit on stock-based compensation			74,442						74,442
Acquisition of treasury stock				839	(485,853)				(485,853)
Net income						475,602			475,602
Other comprehensive income (loss), net of income tax							(1,522)	(6,322)	(7,844)
Balance, December 31, 2015	35,790	\$ 358	\$ 1,172,628	5,206	\$ (1,234,612)	\$ 2,197,873	\$ (1,522)	(6,751)	\$ 2,127,974
Stock-based compensation			65,112						65,112
Stock plan transactions and other	43	-	(185)						(185)
Excess tax benefit on stock-based compensation			1,320						1,320
Acquisition of treasury stock				1,813	(814,777)				(814,777)
Net income						22,938			22,938
Other comprehensive income (loss), net of income tax							1,402	(1,291)	111
Balance, December 31, 2016	35,833	\$ 358	\$ 1,238,875	7,019	\$ (2,049,389)	\$ 2,220,811	\$ (120)	\$ (8,042)	\$ 1,402,493

See accompanying notes to consolidated financial statements.

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CHIPOTLE MEXICAN GRILL, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
(in thousands)

	Year ended December 31,		
	2016	2015	2014
Operating activities			
Net income	\$ 22,938	\$ 475,602	\$ 445,374
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	146,368	130,368	110,474
Deferred income tax (benefit) provision	(14,207)	11,666	(20,671)
Loss on disposal and impairment of assets	23,877	13,194	6,976
Bad debt allowance	(262)	(23)	9
Stock-based compensation expense	64,166	57,911	96,440
Excess tax benefit on stock-based compensation	(1,320)	(74,442)	(21,667)
Other	(604)	582	104
Changes in operating assets and liabilities:			
Accounts receivable	(1,923)	(3,504)	(10,966)
Inventory	(91)	262	(2,307)
Prepaid expenses and other current assets	(4,259)	(5,259)	(658)
Other assets	(4,855)	(5,619)	1,071
Accounts payable	(6,734)	19,525	2,168
Accrued liabilities	33,491	(7,440)	35,019
Income tax payable/receivable	54,340	32,756	8,831
Deferred rent	37,030	32,911	27,025
Other long-term liabilities	1,287	4,826	4,845
Net cash provided by operating activities	<u>349,242</u>	<u>683,316</u>	<u>682,067</u>
Investing activities			
Purchases of leasehold improvements, property and equipment	(258,842)	(257,418)	(252,590)
Purchases of investments	-	(559,372)	(521,004)
Maturities of investments	45,000	352,650	254,750
Proceeds from sale of investments	540,648	-	-
Net cash provided by (used in) investing activities	<u>326,806</u>	<u>(464,140)</u>	<u>(518,844)</u>
Financing activities			
Acquisition of treasury stock	(837,655)	(460,675)	(88,338)
Excess tax benefit on stock-based compensation	1,320	74,442	21,667
Stock plan transactions and other financing activities	52	(207)	(66)
Net cash used in financing activities	<u>(836,283)</u>	<u>(386,440)</u>	<u>(66,737)</u>
Effect of exchange rate changes on cash and cash equivalents	110	(4,196)	(224)
Net change in cash and cash equivalents	(160,125)	(171,460)	96,262
Cash and cash equivalents at beginning of year	248,005	419,465	323,203
Cash and cash equivalents at end of year	<u>\$ 87,880</u>	<u>\$ 248,005</u>	<u>\$ 419,465</u>
Supplemental disclosures of cash flow information			
Income taxes paid	\$ 23,862	\$ 248,547	\$ 280,687
Increase (decrease) in purchases of leasehold improvements, property, and equipment accrued in accounts payable and accrued liabilities	\$ (1,781)	\$ (2,870)	\$ 9,424
Increase (decrease) in acquisition of treasury stock accrued in accrued liabilities	\$ (22,878)	\$ 25,178	\$ -

See accompanying notes to consolidated financial statements.

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CHIPOTLE MEXICAN GRILL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(dollar and share amounts in thousands, unless otherwise specified)

1. Description of Business and Summary of Significant Accounting Policies

Chipotle Mexican Grill, Inc., a Delaware corporation, together with its subsidiaries (collectively the "Company") develops and operates restaurants that serve a focused menu of burritos, tacos, burrito bowls and salads, made using fresh, high-quality ingredients. As of December 31, 2016, the Company operated 2,198 Chipotle restaurants throughout the United States as well as 29 international Chipotle restaurants and 23 non-Chipotle restaurants. The Company transitioned the management of its operations from nine to eleven regions during 2016 and aggregates its operations to one reportable segment.

Principles of Consolidation and Basis of Presentation

The consolidated financial statements include the accounts of the Company, including wholly and majority owned subsidiaries. All intercompany balances and transactions have been eliminated.

Management Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates under different assumptions or conditions.

Revenue Recognition

The Company recognizes revenue, net of discounts and incentives, when payment is tendered at the point of sale. The Company recognizes a liability for offers of free food by estimating the cost to satisfy the offer based on company-specific historical redemption patterns for similar promotions. These costs are recognized in other operating costs in the consolidated statement of income and comprehensive income and in accrued liabilities in the consolidated balance sheet. The Company reports revenue net of sales-related taxes collected from customers and remitted to governmental taxing authorities.

During the year ended December 31, 2016, the Company introduced a limited-time frequency program that awarded free food or merchandise to customers based on frequency of monthly visits. The Company deferred revenue reflecting the portion of original sales allocated to the rewards that were earned by program participants and not redeemed at the end of the year, and recorded a corresponding liability in accrued liabilities on its consolidated balance sheet. The portion of revenue allocated to the rewards was based on the estimated value of the award earned and takes into consideration company-specific historical redemption patterns for similar promotions. Rewards expire according to the loyalty awards terms and conditions. The Company recognizes revenue when awards are redeemed or expire.

The Company sells gift cards which do not have an expiration date and it does not deduct non-usage fees from outstanding gift card balances. The Company recognizes revenue from gift cards when: (i) the gift card is redeemed by the customer; or (ii) the Company determines the likelihood of the gift card being redeemed by the customer is remote (gift card breakage) and there is not a legal obligation to remit the unredeemed gift cards to the relevant jurisdiction. The determination of the gift card breakage rate is based upon Company-specific historical redemption patterns. Gift card breakage is recognized in revenue as the gift cards are used on a pro rata basis over a six-month period beginning at the date of the gift card sale and is included in revenue in the consolidated statement of income and comprehensive income. The Company has determined that 4% of gift card sales will not be redeemed and will be retained by the Company. Breakage recognized during the years ended December 31, 2016, 2015 and 2014 was \$3,624, \$4,226 and \$3,146, respectively.

Cash and Cash Equivalents

The Company considers all highly liquid investment instruments purchased with an initial maturity of three months or less to be cash equivalents. The Company maintains cash and cash equivalent balances with financial institutions that exceed federally-insured limits. The Company has not experienced any losses related to these balances and believes the risk to be minimal.

Table of Contents**Accounts Receivable**

Accounts receivable primarily consists of receivables from third party gift card distributors, tenant improvement receivables, vendor rebates, receivables arising from the normal course of business, and payroll-related tax receivables. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable based on a specific review of account balances. Account balances are charged against the allowance after all means of collection have been exhausted and the potential for recoverability is considered remote.

Inventory

Inventory, consisting principally of food, beverages, and supplies, is valued at the lower of first-in, first-out cost or net realizable value. Certain key ingredients (beef, pork, chicken, beans, rice, sour cream, cheese, and tortillas) are purchased from a small number of suppliers.

Investments

Investments classified as "trading" securities are carried at fair value with any unrealized gain or loss being recorded in the consolidated statement of income and comprehensive income. Investments classified as "available-for-sale" are carried at fair market value with unrealized gains and losses, net of tax, included as a component of other comprehensive income (loss). Held-to-maturity securities are carried at amortized cost. The Company recognizes impairment charges on its investments in the consolidated statement of income and comprehensive income when management believes the decline in the fair value of the investment is other-than-temporary.

Leasehold Improvements, Property and Equipment

Leasehold improvements, property and equipment are recorded at cost. Internal costs directly associated with the acquisition, development and construction of a restaurant are capitalized and were \$8,076, \$9,554 and \$7,756 for the years ended December 31, 2016, 2015 and 2014, respectively. Expenditures for major renewals and improvements are capitalized while expenditures for minor replacements, maintenance and repairs are expensed as incurred. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized over the shorter of the lease term, which generally includes reasonably assured option periods, or the estimated useful lives of the assets. Upon retirement or disposal of assets, the accounts are relieved of cost and accumulated depreciation and any related gain or loss is reflected in loss on disposal and impairment of assets in the consolidated statement of income and comprehensive income.

At least annually, the Company evaluates, and adjusts when necessary, the estimated useful lives of leasehold improvements, property and equipment. The changes in estimated useful lives did not have a material impact on depreciation in any period. The estimated useful lives are:

Leasehold improvements and buildings	3-20 years
Furniture and fixtures	4-7 years
Equipment	3-10 years

Goodwill

Goodwill represents the excess of cost over fair value of net assets of the business acquired. Goodwill is not subject to amortization, but instead is tested for impairment at least annually, and the Company is required to record any necessary impairment adjustments. Impairment is measured as the excess of the carrying value over the fair value of the goodwill. Based on the Company's analysis, no impairment charges were recognized on goodwill for the years ended December 31, 2016, 2015 and 2014.

Other Assets

Other assets consist primarily of restricted cash assets of \$28,490 and \$22,572 as of December 31, 2016 and 2015, respectively, a rabbi trust as described further in Note 7. "Employee Benefit Plans," transferable liquor licenses which are carried at the lower of fair value or cost, and rental deposits related to leased properties. Restricted cash assets are primarily insurance-related restricted trust assets.

Table of Contents**Impairment of Long-Lived Assets**

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. For the purpose of reviewing restaurant assets to be held and used for potential impairment, assets are grouped together at the market level, or in the case of a potential relocation or closure, at the restaurant level. The Company manages its restaurants as a group with significant common costs and promotional activities; as such, an individual restaurant's cash flows are not generally independent of the cash flows of others in a market. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized as the amount by which the carrying amount of the asset exceeds the fair value of the asset. During the years ended December 31, 2016, 2015 and 2014, an aggregate impairment charge of \$17,394, \$6,675 and \$0, respectively, was recognized in loss on disposal and impairment of assets in the consolidated statement of income and comprehensive income.

Impairment charges recognized during the year ended December 31, 2016 resulted primarily from the Company's determination that its ShopHouse Southeast Asian Kitchen restaurants were impaired and the recognition of a non-cash impairment charge of \$14,505 (\$8,014 net of tax), representing substantially all of the value of long-lived assets of ShopHouse. The decision to impair the assets was based on an analysis of each restaurant's past and present operating performance, including a significant change from comparable restaurant sales increases to decreases, and projected future cash flows expected to be generated by the restaurant assets. The Company has decided not to invest further in developing and growing the ShopHouse brand and is pursuing strategic alternatives. During the year ended December 31, 2015, the impairment charges resulted from an internally developed software program that the Company chose not to implement and the related hardware, the discontinued use of certain kitchen equipment from the Company's restaurants, as well as restaurant relocations. The fair value of restaurants, including ShopHouse, was determined using level 3 inputs (unobservable inputs) based on a discounted cash flows method.

Income Taxes

The Company recognizes deferred tax assets and liabilities at enacted income tax rates for the temporary differences between the financial reporting bases and the tax bases of its assets and liabilities. Any effects of changes in income tax rates or tax laws are included in the provision for income taxes in the period of enactment. The deferred income tax impacts of investment tax credits are recognized as an immediate adjustment to income tax expense. When it is more likely than not that a portion or all of a deferred tax asset will not be realized in the future, the Company provides a corresponding valuation allowance against the deferred tax asset. When it is more likely than not that a position will be sustained upon examination by a tax authority that has full knowledge of all relevant information, the Company measures the amount of tax benefit from the position and records the largest amount of tax benefit that is greater than 50% likely of being realized after settlement with a tax authority. The Company's policy is to recognize interest to be paid on an underpayment of income taxes in interest expense and any related statutory penalties in the provision for income taxes in the consolidated statement of income and comprehensive income.

Restaurant Pre-Opening Costs

Pre-opening costs, including rent, wages, benefits and travel for training and opening teams, food and other restaurant operating costs, are expensed as incurred prior to a restaurant opening for business.

Insurance Liability

The Company maintains various insurance policies including workers' compensation, employee health, general liability, automobile, and property damage. Pursuant to these policies, the Company is responsible for losses up to certain limits and is required to estimate a liability that represents the ultimate exposure for aggregate losses below those limits. This liability is based on management's estimates of the ultimate costs to be incurred to settle known claims and, where applicable, claims not reported as of the balance sheet date. The estimated liability is not discounted and is based on a number of assumptions and factors, including historical trends, actuarial assumptions, and economic conditions. If actual trends differ from the estimates, the financial results could be impacted. As of December 31, 2016 and 2015, \$35,550 and \$28,391, respectively, of the estimated liability was included in accrued payroll and benefits and \$13,881 and \$11,898, respectively, was included in accrued liabilities in the consolidated balance sheet.

Table of Contents**Advertising and Marketing Costs**

Advertising and marketing costs are expensed as incurred and totaled \$102,969, \$69,257 and \$57,290 for the years ended December 31, 2016, 2015 and 2014, respectively. Advertising and marketing costs are included in other operating costs in the consolidated statement of income and comprehensive income.

Rent

Rent expense for the Company's leases, which generally have escalating rentals over the term of the lease, is recorded on a straight-line basis over the lease term. The lease term is the lesser of 20 years inclusive of reasonably assured renewal periods, or the lease term. The lease term begins when the Company has the right to control the use of the property, which is typically before rent payments are due under the lease. The difference between the rent expense and rent paid is recorded as deferred rent in the consolidated balance sheet. Pre-opening rent is included in pre-opening costs in the consolidated statement of income and comprehensive income. Tenant incentives used to fund leasehold improvements are recorded in deferred rent and amortized as reductions of rent expense over the term of the lease.

Additionally, certain of the Company's operating leases contain clauses that provide additional contingent rent based on a percentage of sales greater than certain specified target amounts. The Company recognizes contingent rent expense provided the achievement of that target is considered probable.

Fair Value of Financial Instruments

The carrying value of the Company's cash and cash equivalents, accounts receivable and accounts payable approximate fair value because of their short-term nature.

Fair Value Measurements

Fair value is the price the Company would receive to sell an asset or pay to transfer a liability (exit price) in an orderly transaction between market participants. For assets and liabilities recorded or disclosed at fair value on a recurring basis, the Company determines fair value based on the following:

Level 1: Quoted prices in active markets for identical assets or liabilities that the entity has the ability to access.

Level 2: Observable inputs other than prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated with observable market data.

Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets and liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

Foreign Currency Translation

The Company's international operations generally use the local currency as the functional currency. Assets and liabilities are translated at exchange rates in effect as of the balance sheet date. Income and expense accounts are translated at the average monthly exchange rates during the year. Resulting translation adjustments are recorded as a separate component of other comprehensive income (loss) in the consolidated statement of income and comprehensive income.

Recently Issued Accounting Standards and Adoption of Accounting Pronouncements

In November 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-18, "Statement of Cash Flows (Topic 230)", which provides guidance on the classification of restricted cash to be included with cash and cash equivalents when reconciling the beginning of period and end of period total amounts on the statement of cash flows. This pronouncement is effective for reporting periods beginning after December 15, 2017 using a retrospective adoption method and early adoption is permitted. For the years ended December 31, 2016, 2015 and 2014, \$28,490, \$22,572 and \$19,889, respectively, of restricted cash would have been included in cash and cash equivalents and changes in the balance excluded from net cash provided by operating activities in the consolidated statement of cash flows if this new guidance had been adopted as of the respective dates.

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In March 2016, the FASB issued ASU No. 2016-09, "Compensation – Stock Compensation (Topic 718)." The pronouncement was issued to simplify the accounting for share-based payment transactions, including income tax consequences, the classification of awards as either equity or liabilities, and the classification on the statement of cash flows. This pronouncement is effective for reporting periods beginning after December 15, 2016. The guidance will be applied either prospectively, retrospectively or using a modified retrospective transition method, depending on the area covered in this update. Upon adoption, any future excess tax benefits or deficiencies will be recorded to the provision for income taxes in the consolidated statement of income, instead of additional paid-in capital in the consolidated balance sheet. For the years ended December 31, 2016, 2015 and 2014, \$1,320, \$74,442 and \$21,667, respectively, of excess tax benefits were recorded to additional paid-in capital that would have been recorded as a reduction to the provision for income taxes if this new guidance had been adopted as of the respective dates. Additionally, excess tax benefits will be classified as operating activities in the consolidated statement of cash flow instead of in financing activities as required under the current guidance. The Company has not selected a transition method, and except as described above, does not expect the provisions of ASU 2016-09 to have an impact on the Company's consolidated financial position or results of operations.

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)." The pronouncement requires the recognition of a liability for lease obligations and a corresponding right-of-use asset on the balance sheet and disclosure of key information about leasing arrangements. This pronouncement is effective for reporting periods beginning after December 15, 2018 using a modified retrospective adoption method. The Company's adoption of ASU No. 2016-02 will have a significant impact on its consolidated balance sheet as it will record material assets and obligations for current operating leases. The Company is evaluating the impact that adoption will have on its consolidated statement of income.

In May 2014, the FASB issued ASU No. 2014-09, "Revenue from Contracts with Customers (Topic 606)," as amended by multiple standards updates. The pronouncement was issued to clarify the principles for recognizing revenue and to develop a common revenue standard and disclosure requirements for U.S. GAAP and IFRS. The pronouncement is effective for reporting periods beginning after December 15, 2017. The expected adoption method of ASU 2014-09 is being evaluated by the Company, and the adoption is not expected to have a significant impact on the Company's consolidated financial position or results of operations.

The Company reviewed all other recently issued accounting pronouncements and concluded that they were either not applicable or not expected to have a significant impact to the consolidated financial statements. Additionally, the adoption of accounting pronouncements during 2016 did not have an impact on the Company's consolidated financial position or results of operations.

2. Supplemental Financial Information

Leasehold improvements, property and equipment were as follows:

	December 31,	
	2016	2015
Land	\$ 12,943	\$ 13,052
Leasehold improvements and buildings	1,572,606	1,419,418
Furniture and fixtures	157,541	142,825
Equipment	405,937	362,800
Leasehold improvements, property and equipment	2,149,027	1,938,095
Accumulated depreciation	(845,469)	(720,875)
Leasehold improvements, property and equipment, net	\$1,303,558	\$1,217,220

Accrued payroll and benefits were as follows:

	December 31,	
	2016	2015
Worker's compensation liability	\$ 33,038	\$ 26,408
Accrued payroll	22,338	13,780
Other accrued payroll and benefits	20,925	24,770
Accrued payroll and benefits	\$ 76,301	\$ 64,958

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Accrued liabilities were as follows:

	December 31,	
	2016	2015
Gift card liability	\$ 59,438	\$ 51,055
Transaction tax payable	20,435	15,634
Treasury stock liability	2,300	25,178
Other accrued expenses	44,956	37,408
Accrued liabilities	<u>\$ 127,129</u>	<u>\$ 129,275</u>

3. Investments

As of December 31, 2016 and 2015, the Company's investments consisted of U.S. treasury notes with maturities up to approximately two years and were classified as available-for-sale. Fair market value of U.S. treasury notes is measured on a recurring basis based on Level 1 inputs (level inputs are described in Note 1 under "Fair Value Measurements").

The Company designates the appropriate classification of its investments at the time of purchase based upon the intended holding period. During the year ended December 31, 2015, the Company transferred the classification of its investments from held-to-maturity to available-for-sale due to anticipated liquidity needs related to increased repurchases of shares of the Company's common stock. The carrying value of held-to-maturity securities transferred to available-for-sale during the year ended December 31, 2015 was \$1,040,850 and the fair market value of those securities was determined to be \$1,038,138, resulting in an unrealized holding loss of \$2,712. As a result, the Company recorded \$2,468 (\$1,522, net of tax) of unrealized holding losses in other comprehensive income (loss), and an other-than-temporary impairment charge of \$244 in interest and other income (expense), in the consolidated statement of income and comprehensive income.

The following is a summary of available-for-sale securities:

	December 31,	
	2016	2015
Amortized cost	\$ 455,109	\$ 1,040,850
Unrealized gains (losses)	(218)	(2,712)
Fair market value	<u>\$ 454,891</u>	<u>\$ 1,038,138</u>

The following is a summary of unrealized gains (losses) of available-for-sale securities recorded in other comprehensive income (loss):

	Year ended December 31,		
	2016	2015	2014
Unrealized gains (losses) on available-for-sale securities	\$ 2,251	\$ (2,468)	\$ -
Unrealized gains (losses) on available-for-sale securities, net of tax	\$ 1,402	\$ (1,522)	\$ -

The following is a summary of available-for-sale securities activity recorded in interest and other income (expense) in the consolidated statement of income and comprehensive income:

	Year ended December 31,		
	2016	2015	2014
Realized gains (losses) from sale of available-for-sale securities	\$ 547	\$ -	\$ -
Other-than-temporary impairment	\$ -	\$ 244	\$ -

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The Company has elected to fund certain deferred compensation obligations through a rabbi trust, the assets of which are designated as trading securities, as described further in Note 7. "Employee Benefit Plans."

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The components of the provision for income taxes are as follows:

	Year ended December 31,		
	2016	2015	2014
Current tax:			
U.S. Federal	\$ 20,765	\$ 244,470	\$ 248,219
U.S. State	8,687	37,957	41,225
Foreign	556	172	156
	<u>30,008</u>	<u>282,599</u>	<u>289,600</u>
Deferred tax:			
U.S. Federal	(11,596)	11,000	(13,890)
U.S. State	(2,546)	699	(6,740)
Foreign	(2,470)	(2,288)	(3,075)
	<u>(16,612)</u>	<u>9,411</u>	<u>(23,705)</u>
Valuation allowance	2,405	2,255	3,034
Provision for income taxes	<u>\$ 15,801</u>	<u>\$ 294,265</u>	<u>\$ 268,929</u>

Actual taxes paid for each tax period were less than the current tax expense due to the excess tax benefit on stock-based compensation of \$1,320, \$74,442, and \$21,667 during the years ended December 31, 2016, 2015, and 2014, respectively.

The effective tax rate differs from the statutory tax rates as follows:

	Year ended December 31,		
	2016	2015	2014
Statutory U.S. federal income tax rate	35.0 %	35.0 %	35.0 %
State income tax, net of related federal income tax benefit	13.3	3.6	3.7
Federal credits	(10.1)	(0.4)	(0.5)
Enhanced deduction for food donation	(2.4)	(0.2)	(0.1)
Valuation allowance	6.0	0.3	0.4
Other	6.2	-	0.1
Return to provision and other discrete items	(7.2)	(0.1)	(1.0)
Effective income tax rate	<u>40.8 %</u>	<u>38.2 %</u>	<u>37.6 %</u>

The 2016 effective tax rate was higher due to a higher state tax rate, not qualifying for the federal research and development tax credit in 2016, and non-deductible items on overall lower pre-tax operating income. Additionally, 2014 included a benefit from filing the 2013 tax returns, which included a non-recurring change in the estimate of usable employer credits resulting in a lower effective tax rate than 2015.

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Deferred income tax liabilities are taxes the Company expects to pay in future periods. Similarly, deferred income tax assets are recorded for expected reductions in taxes payable in future periods. Deferred income taxes arise because of the differences in the book and tax bases of certain assets and liabilities. Deferred income tax liabilities and assets consist of the following:

	December 31,	
	2016	2015
Deferred income tax liability:		
Leasehold improvements, property and equipment	\$ 204,640	\$ 192,125
Goodwill and other assets	1,856	1,696
Prepaid assets and other	6,012	8,297
Total deferred income tax liability	<u>212,508</u>	<u>202,118</u>
Deferred income tax asset:		
Deferred rent	63,159	57,716
Gift card liability	5,563	3,171
Capitalized transaction costs	500	502
Stock-based compensation and other employee benefits	101,628	83,058
Foreign net operating loss carry-forwards	9,580	11,407
State credits	4,595	4,783
Allowances, reserves and other	19,359	18,577
Valuation allowance	(10,820)	(9,401)
Total deferred income tax asset	<u>193,564</u>	<u>169,813</u>
Net deferred income tax liability	<u>\$ 18,944</u>	<u>\$ 32,305</u>

The unrecognized tax benefits are as follows:

	2016	2015	2014
Beginning of year	\$ 3,776	\$ 1,342	\$ -
Increase resulting from prior year tax position	-	402	-
Increase resulting from current year tax position	435	2,032	1,342
End of year	<u>\$ 4,211</u>	<u>\$ 3,776</u>	<u>\$ 1,342</u>

During the year ending December 31, 2016, \$430 of interest was accrued for uncertain tax positions. The Company is open to federal and state tax audits until the applicable statutes of limitations expire. Tax audits by their very nature are often complex and can require several years to complete. The Company is no longer subject to U.S. federal tax examinations by tax authorities for tax years before 2013. For the majority of states where the Company has a significant presence, it is no longer subject to tax examinations by tax authorities for tax years before 2013. As of December 31, 2016, the Company had cumulative gross foreign net operating losses of \$36,464, which have no expiration date.

5. Shareholders' Equity

Through December 31, 2016, the Company announced authorizations by its Board of Directors of the expenditure of an aggregate of up to \$2,100,000 to repurchase shares of the Company's common stock. On January 10, 2017, the Company announced that its Board of Directors authorized the expenditure of up to an additional \$100,000 to repurchase shares of its common stock. Under the remaining repurchase authorization, shares may be purchased from time to time in open market transactions, subject to market conditions.

The shares of common stock repurchased under authorized programs were 1,811 during the year ended December 31, 2016, 839 during the year ended December 31, 2015 and 154 during the year ended December 31, 2014, for a total cost of \$813,881, \$485,841 and \$87,996 during 2016, 2015 and 2014, respectively. As of December 31, 2016, \$102,568 was available to be repurchased under the authorized programs. The shares repurchased are being held in treasury until such time as they are reissued or retired, at the discretion of the Board of Directors.

During 2016, 2015, and 2014, shares of common stock were netted and surrendered as payment for minimum statutory tax withholding obligations in connection with the exercise and vesting of outstanding stock awards. Shares surrendered by the participants in accordance with the applicable award agreements and plan are deemed repurchased by the Company but are not part of publicly announced share repurchase programs.

Table of Contents**6. Stock Based Compensation**

The Company issues shares pursuant to the Amended and Restated Chipotle Mexican Grill, Inc. 2011 Stock Incentive Plan (the "2011 Incentive Plan"), approved at the annual shareholders' meeting on May 13, 2015. Shares issued pursuant to awards granted prior to the 2011 Incentive Plan were issued subject to previous stock plans that were also approved by shareholders. For purposes of counting the shares remaining available under the 2011 Incentive Plan, each share issuable pursuant to outstanding full value awards, such as restricted stock units and performance shares, count as two shares used, whereas each share underlying a stock appreciation right or stock option count as one share used. Under the 2011 Incentive Plan, 5,560 shares of common stock have been authorized and reserved for issuance to eligible participants, of which 2,165 represent shares that were authorized for issuance but not issued or subject to outstanding awards at December 31, 2016. The 2011 Incentive Plan is administered by the Compensation Committee of the Board of Directors, which has the authority to select the individuals to whom awards will be granted or to delegate its authority under the plan to make grants (subject to certain legal and regulatory restrictions), to determine the type of awards and when the awards are to be granted, the number of shares to be covered by each award, the vesting schedule and all other terms and conditions of the awards. The exercise price for stock awards granted under the 2011 Incentive Plan cannot be less than fair market value at the date of grant.

Stock only stock appreciation rights ("SOSARs") generally vest equally over two and three years and expire after seven years. Stock-based compensation expense is generally recognized on a straight-line basis for each separate vesting portion. Compensation expense related to employees eligible to retire and retain full rights to the awards is recognized over six months which coincides with the notice period. The Company has also granted SOSARs and stock awards with performance vesting conditions and/or market vesting conditions. Compensation expense on SOSARs subject to performance conditions is recognized over the longer of the estimated performance goal attainment period or time vesting period. Compensation expense on stock awards subject to performance conditions, which is based on the quantity of awards the Company has determined are probable of vesting, is recognized over the longer of the estimated performance goal attainment period or time vesting period. Compensation expense is recognized ratably for awards subject to market conditions regardless of whether the market condition is satisfied, provided that the requisite service has been provided. Some stock-based compensation awards are made to employees involved in the Company's new restaurant development activities, and expense for these awards is recognized as capitalized development and included in leasehold improvements, property and equipment in the consolidated balance sheet.

The following table sets forth stock-based compensation expense, including SOSARs and stock awards:

	Year ended December 31,		
	2016	2015	2014
Stock-based compensation expense	\$ 65,112	\$ 59,465	\$ 97,618
Stock-based compensation expense, net of tax	35,974	36,666	60,084
Stock-based compensation expense recognized as capitalized development	946	1,554	1,178

The tables below summarize the option and SOSAR activity under the stock incentive plans (in thousands, except years and per share data):

	2016		2015		2014	
	Shares	Weighted-Average Exercise Price Per Share	Shares	Weighted-Average Exercise Price Per Share	Shares	Weighted-Average Exercise Price Per Share
Outstanding, beginning of year	1,694	\$ 490.70	2,087	\$ 395.46	1,690	\$ 312.44
Granted	460	\$ 457.77	379	\$ 659.12	764	\$ 545.66
Exercised	(124)	\$ 315.87	(716)	\$ 297.25	(315)	\$ 310.32
Forfeited or cancelled	(113)	\$ 559.25	(56)	\$ 554.73	(52)	\$ 419.74
Outstanding, end of year	1,917	\$ 490.06	1,694	\$ 490.70	2,087	\$ 395.46

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	Shares	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Years of Contractual Life	Aggregate Intrinsic Value
Outstanding as of December 31, 2016	1,917	\$ 490.06	4.4	\$ 22,040
Vested and expected to vest as of December 31, 2016	1,851	\$ 489.18	4.3	\$ 22,040
Exercisable as of December 31, 2016	846	\$ 422.32	3.3	\$ 22,040

During the year ended December 31, 2014 the Company granted 220 SOSARs that include performance conditions. No SOSARs that include performance conditions were granted during 2015 or 2016. As of December 31, 2016, 388 SOSARs that include performance conditions were outstanding, of which 278 awards had met the performance conditions. In addition to time vesting described above, the shares vest upon achieving a targeted cumulative cash flow from operations. The total intrinsic value of options and SOSARs exercised during the years ended December 31, 2016, 2015 and 2014 was \$15,946, \$260,466 and \$88,245. Unearned compensation as of December 31, 2016 was \$34,862 for SOSAR awards, and is expected to be recognized over a weighted average period of 1.5 years.

The following table reflects the average assumptions utilized in the Black-Scholes option-pricing model to value SOSAR awards granted for each year:

	2016	2015	2014
Risk-free interest rate	1.0 %	1.1 %	0.8 %
Expected life (years)	3.5	3.4	3.4
Expected dividend yield	0.0 %	0.0 %	0.0 %
Volatility	32.2 %	30.8 %	33.3 %
Weighted-average Black-Scholes fair value per share at date of grant	\$ 117.48	\$ 156.32	\$ 136.18

The risk-free interest rate is based upon U.S. Treasury rates for instruments with similar terms and the expected life assumptions were based on the Company's historical data. The Company has not paid dividends to date and does not plan to pay dividends in the near future. The volatility assumption was based on the Company's historical data and implied volatility.

A summary of non-vested stock award activity under the stock incentive plans is as follows (in thousands, except per share data):

	2016		2015		2014	
	Shares	Grant Date Fair Value Per Share	Shares	Grant Date Fair Value Per Share	Shares	Grant Date Fair Value Per Share
Outstanding, beginning of year	116	\$ 511.88	70	\$ 525.60	71	\$ 520.27
Granted	90	\$ 509.05	47	\$ 785.32	2	\$ 495.92
Vested	(7)	\$ 605.83	(1)	\$ 413.07	(2)	\$ 284.11
Forfeited or cancelled	(74)	\$ 529.54	-	\$ 534.55	(1)	\$ 410.55
Outstanding, end of year	125	\$ 606.24	116	\$ 511.88	70	\$ 525.60

At December 31, 2016, 116 of the outstanding non-vested stock awards were subject to performance and/or market conditions, in addition to service vesting conditions. During the first quarter of 2016, the Company awarded 73 shares, net of cancellations, that are subject to both service and market vesting conditions. The quantity of shares that will vest may range from 0% to 400% of a targeted number of shares, and will be determined based on the price of the Company's common stock reaching certain targets for a consecutive number of days during the three year period starting on the grant date. If the minimum defined stock price target is not met, then no shares will vest.

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During the year ended December 31, 2015, the Company awarded 40 performance shares that were subject to service, performance, and market vesting conditions ("the 2015 stock awards"). The quantity of shares that will ultimately vest is determined based on the Company's relative performance versus a restaurant industry peer group in the annual average of: revenue growth, net income growth, and total shareholder return. The quantity of shares awarded ranges from 0% to 200% based on the level of achievement of the performance and market conditions. If minimum targets are not met, then no shares will vest. Each performance and market measure will be weighted equally, and performance is calculated over a three year period beginning January 1, 2015 through December 31, 2017.

During the year ended December 31, 2013, the Company granted 66 stock awards that were subject to both service and performance vesting conditions ("the 2013 stock awards"). The performance conditions for the grant required achievement of specific targets for cumulative cash flow from operations during a three year period. Targets were not met and none of the stock awards vested.

During the year ended December 31, 2016, the Company adjusted its estimate of 2015 stock awards expected to vest as well as reduced its expense for the 2013 stock awards that did not vest. The impact of these changes resulted in a cumulative reduction to expense of \$6,031 (\$3,332 net of tax as well as \$0.11 to basic and diluted earnings per share) in the year ended December 31, 2016.

The Company's measurement of the grant date fair value of the 2015 and 2016 stock awards included using a Monte Carlo simulation model, which incorporates into the fair-value determination the possibility that the market condition may not be satisfied, using the following assumptions:

	2016	2015
Risk-free interest rate	0.9 %	1.0 %
Expected life (years)	3.0	2.9
Expected dividend yield	0.0 %	0.0 %
Volatility	31.4 %	33.7 %

The assumptions are based on the same factors as those described for SOSARs, except that the expected life is based on the contractual performance period for stock awards.

Unearned compensation as of December 31, 2016 was \$39,758 for non-vested stock awards the Company has determined are probable of vesting, and is expected to be recognized over a weighted average period of 1.7 years. The fair value of shares earned as of the vesting date during the year ended December 31, 2016, 2015, and 2014 was \$2,787, \$634, and \$783, respectively.

7. Employee Benefit Plans

The Company maintains the Chipotle Mexican Grill 401(k) Plan (the "401(k) Plan"). The Company matches 100% of the first 3% of pay contributed by each eligible employee and 50% on the next 2% of pay contributed. Employees become eligible to receive matching contributions after one year of service with the Company. For the years ended December 31, 2016, 2015, and 2014, Company matching contributions totaled approximately \$5,939, \$4,995 and \$3,881, respectively. In addition to the traditional pre-tax deferral options, during 2016 the 401(k) Plan began offering a Roth after-tax deferral option.

The Company also maintains the Chipotle Mexican Grill, Inc. Supplemental Deferred Investment Plan (the "Deferred Plan") which covers eligible employees of the Company. The Deferred Plan is a non-qualified plan that allows participants to make tax-deferred contributions that cannot be made under the 401(k) Plan because of Internal Revenue Service limitations. Participants' earnings on contributions made to the Deferred Plan fluctuate with the actual earnings and losses of a variety of available investment choices selected by the participant. Total liabilities under the Deferred Plan as of December 31, 2016 and 2015 were \$17,843 and \$18,331, respectively, and are included in other long-term liabilities in the consolidated balance sheet. The Company matches 100% of the first 3% of pay contributed by each eligible employee and 50% on the next 2% of pay contributed once the 401(k) contribution limits are reached. For the years ended December 31, 2016, 2015, and 2014, the Company made deferred compensation matches of \$225, \$617, and \$536 respectively, to the Deferred Plan.

The Company has elected to fund its deferred compensation obligations through a rabbi trust. The rabbi trust is subject to creditor claims in the event of insolvency, but the assets held in the rabbi trust are not available for general corporate purposes. Amounts in the rabbi trust are invested in mutual funds, consistent with the investment choices selected by participants in their Deferred Plan accounts, which are designated as trading securities and carried at fair value, and are

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included in other assets in the consolidated balance sheet. Fair value of mutual funds is measured using Level 1 inputs (quoted prices for identical assets in active markets), and the fair values of the investments in the rabbi trust were \$17,843 and \$18,331 as of December 31, 2016 and 2015, respectively. The Company records trading gains and losses in general and administrative expenses in the consolidated statement of

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income and comprehensive income, along with the offsetting amount related to the increase or decrease in deferred compensation to reflect its exposure of the Deferred Plan liability.

The following table sets forth unrealized gains and losses on investments held in the rabbi trust:

	Year ended December 31,		
	2016	2015	2014
Unrealized gains (losses) on investments held in rabbi trust	\$ 586	\$ (571)	\$ 184

The Company offers an employee stock purchase plan ("ESPP"). Employees become eligible to participate after one year of service with the Company and may contribute up to 15% of their base earnings, subject to an annual maximum dollar amount, toward the monthly purchase of the Company's common stock. Under the ESPP, 250 shares of common stock have been authorized and reserved for issuances to eligible employees, of which 247 represent shares that were authorized for issuance but not issued at December 31, 2016. For each of the years ended December 31, 2016, 2015, and 2014, the number of shares issued under the ESPP were less than 1.

8. Leases

The Company generally operates its restaurants in leased premises. Lease terms for traditional shopping center or building leases generally include combined initial and option terms of 20-25 years. Ground leases generally include combined initial and option terms of 30-40 years. The option terms in each of these leases are typically in five-year increments. Typically, the lease includes rent escalation terms every five years including fixed rent escalations, escalations based on inflation indexes, and fair market value adjustments. Certain leases contain contingent rental provisions that include a fixed base rent plus an additional percentage of the restaurant's sales in excess of stipulated amounts. The leases generally provide for the payment of common area maintenance, property taxes, insurance and various other use and occupancy costs by the Company. In addition, the Company is the lessee under non-cancelable leases covering certain offices.

Contractually required future minimum cash lease payments under existing operating leases as of December 31, 2016 are as follows:

	\$ 264,911
2017	268,862
2018	269,133
2019	263,732
2020	257,400
2021	2,358,941
Thereafter	\$ 3,682,979
Total minimum lease payments	

Minimum lease payments have not been reduced by minimum sublease rentals of \$5,342 due in the future under non-cancelable subleases.

Rental expense consists of the following:

	Year ended December 31,		
	2016	2015	2014
Minimum rentals	\$ 255,955	\$ 227,602	\$ 200,575
Contingent rentals	\$ 1,811	\$ 4,542	\$ 4,616
Sublease rental income	\$ (2,074)	\$ (1,879)	\$ (1,838)

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The Company has six sales and leaseback transactions. These transactions do not qualify for sale leaseback accounting because of the Company's deemed continuing involvement with the buyer-lessor due to fixed price renewal options, which results in the transaction being recorded under the financing method. Under the financing method, the assets remain on the consolidated balance sheet and the proceeds from the transactions are recorded as a financing liability. A portion of lease payments are applied as payments of deemed principal and imputed interest. The deemed landlord financing liability was \$2,854 and \$3,060 as of December 31, 2016, and 2015, respectively, with the current portion of the liability included in accrued liabilities, and the remaining portion included in other liabilities in the consolidated balance sheet.

9. Earnings Per Share

Basic earnings per share is calculated by dividing income available to common shareholders by the weighted-average number of shares of common stock outstanding during each period. Diluted earnings per share ("diluted EPS") is calculated using income available to common shareholders divided by diluted weighted-average shares of common stock outstanding during each period. Potentially dilutive securities include shares of common stock underlying SOSARs and non-vested stock awards (collectively "stock awards"). Diluted EPS considers the impact of potentially dilutive securities except in periods in which there is a loss because the inclusion of the potential common shares would have an anti-dilutive effect. Stock awards are excluded from the calculation of diluted EPS in the event they are subject to performance conditions or antidilutive. The following stock awards were excluded from the calculation of diluted EPS:

	Year ended December 31,		
	2016	2015	2014
Stock awards subject to performance conditions	263	266	385
Stock awards that were antidilutive	1,316	289	232
Total stock awards excluded from diluted earnings per share	1,579	555	617

The following table sets forth the computations of basic and diluted earnings per share:

	Year ended December 31,		
	2016	2015	2014
Net income	\$ 22,938	\$ 475,602	\$ 445,374
Shares:			
Weighted average number of common shares outstanding	29,265	31,092	31,038
Dilutive stock awards	505	402	474
Diluted weighted average number of common shares outstanding	29,770	31,494	31,512
Basic earnings per share	\$ 0.78	\$ 15.30	\$ 14.35
Diluted earnings per share	\$ 0.77	\$ 15.10	\$ 14.13

10. Commitments and Contingencies**Purchase Obligations**

The Company enters into various purchase obligations in the ordinary course of business, generally of a short term nature. Those that are binding primarily relate to commitments for food purchases and supplies, amounts owed under contractor and subcontractor agreements, orders submitted for equipment for restaurants under construction, and marketing initiatives and corporate sponsorships.

Litigation*Receipt of Grand Jury Subpoenas*

On January 28, 2016, the Company was served with a Federal Grand Jury Subpoena from the U.S. District Court for the Central District of California in connection with an official criminal investigation being conducted by the U.S. Attorney's Office for the Central District of California, in conjunction with the U.S. Food and Drug Administration's Office of Criminal Investigations. The subpoena requires the production of documents and information related to company-wide food safety matters dating back to January 1, 2013. The Company intends to continue to fully cooperate in the investigation. It is not possible at this time to determine

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whether the Company will incur, or to reasonably estimate the amount of, any fines or penalties in connection with the investigation pursuant to which the subpoena was issued.

Shareholder Class Action

On January 8, 2016, Susie Ong filed a complaint in the U.S. District Court for the Southern District of New York on behalf of a purported class of purchasers of shares of the Company's common stock between February 4, 2015 and January 5, 2016. The complaint purports to state claims against the Company, each of its co-Chief Executive Officers and its Chief Financial Officer under Sections 10(b) and 20(a) of the Exchange Act and related rules, based on the Company's alleged failure during the claimed class period to disclose material information about the Company's quality controls and safeguards in relation to consumer and employee health. The complaint asserts that those failures and related public statements were false and misleading and that, as a result, the market price of the Company's stock was artificially inflated during the claimed class period. The complaint seeks damages on behalf of the purported class in an unspecified amount, interest, and an award of reasonable attorneys' fees, expert fees and other costs. The Company intends to defend this case vigorously, but it is not possible at this time to reasonably estimate the outcome of or any potential liability from the case.

Shareholder Derivative Actions

On March 21, 2016, Jessica Oldfather filed a shareholder derivative action in the Court of Chancery of the State of Delaware alleging that the Company's Board of Directors and officers breached their fiduciary duties in connection with allegedly excessive compensation awarded from 2011 to 2015 under the Company's stock incentive plan. On December 8, 2016, the Court of Chancery dismissed the complaint, with prejudice.

On April 6, 2016, Uri Skorski filed a shareholder derivative action in Colorado state court in Denver, Colorado, making largely the same allegations as the Oldfather complaint and also alleging that the Company's Board of Directors and officers breached their fiduciary duties in connection with the Company's alleged failure to disclose material information about the Company's food safety policies and procedures. On April 14, 2016, Mark Arnold and Zachary Arata filed a shareholder derivative action in Colorado state court in Denver, Colorado, making largely the same allegations as the Skorski complaint. On May 26, 2016, the court issued an order consolidating the Skorski and Arnold/Arata actions into a single case. On August 8, 2016, Sean Gubricky filed a shareholder derivative action the U.S. District Court for the District of Colorado, alleging that the Company's Board of Directors and certain officers failed to institute proper food safety controls and policies, issued materially false and misleading statements in violation of federal securities laws, and otherwise breached their fiduciary duties to the Company. On September 1, 2016, Ross Weintraub filed a shareholder derivative action in Colorado state court in Denver, Colorado, making largely the same allegations as the Gubricky complaint. On December 27, 2016, Cyrus Lashkari filed a shareholder derivative action the U.S. District Court for the District of Colorado, making largely the same allegations as the foregoing shareholder derivative complaints. Each of these actions purports to state a claim for damages on behalf of the Company, and is based on statements in the Company's SEC filings and related public disclosures, as well as media reports and Company records. The Company intends to defend these cases vigorously, but it is not possible at this time to reasonably estimate the outcome of or any potential liability from these cases.

Notices of Inspection of Work Authorization Documents and Related Civil and Criminal Investigations

Following an inspection during 2010 by the U.S. Department of Homeland Security, or DHS, of the work authorization documents of the Company's restaurant employees in Minnesota, the Immigration and Customs Enforcement arm of DHS, or ICE, issued to the Company a Notice of Suspect Documents identifying a large number of employees who, according to ICE and notwithstanding the Company's review of work authorization documents for each employee at the time they were hired, appeared not to be authorized to work in the U.S. The Company approached each of the named employees to explain ICE's determination and afforded each employee an opportunity to confirm the validity of their original work eligibility documents, or provide valid work eligibility documents. Employees who were unable to provide valid work eligibility documents were terminated in accordance with the law. In December 2010, the Company was also requested by DHS to provide the work authorization documents of restaurant employees in the District of Columbia and Virginia, and the Company provided the requested documents in January 2011. The Company subsequently received requests from the office of the U.S. Attorney for the District of Columbia for work authorization documents covering all of the Company's employees since 2007, plus employee lists and other documents concerning work authorization. In May 2012, the U.S. Securities and Exchange Commission notified the Company that it was conducting a civil investigation of the Company's compliance with employee work authorization verification requirements and its related disclosures and statements, and the office of the U.S. Attorney for the District of Columbia advised the Company that its investigation had broadened to include a parallel criminal and civil investigation of the Company's compliance with federal securities laws. During the fourth quarter of 2016, the Company entered into an agreement with the office of the U.S. Attorney for the District of Columbia to resolve the DHS and ICE investigations.

Table of Contents*Miscellaneous*

The Company is involved in various other claims and legal actions that arise in the ordinary course of business. The Company does not believe that the ultimate resolution of these actions will have a material adverse effect on the Company's financial position, results of operations, liquidity or capital resources. However, a significant increase in the number of these claims, or one or more successful claims under which the Company incurs greater liabilities than the Company currently anticipates, could materially and adversely affect the Company's business, financial condition, results of operations and cash flows.

11. Quarterly Financial Data (Unaudited)

Summarized unaudited quarterly financial data:

	2016			
	March 31	June 30	September 30	December 31
Revenue	\$ 834,459	\$ 998,383	\$ 1,036,982	\$ 1,034,560
Operating income (loss)	\$ (46,604)	\$ 40,895	\$ 9,726	\$ 30,550
Net income (loss)	\$ (26,432)	\$ 25,596	\$ 7,799	\$ 15,975
Basic earnings (loss) per share	\$ (0.88)	\$ 0.88	\$ 0.27	\$ 0.55
Diluted earnings (loss) per share	\$ (0.88)	\$ 0.87	\$ 0.27	\$ 0.55

	2015			
	March 31	June 30	September 30	December 31
Revenue	\$ 1,089,043	\$ 1,197,783	\$ 1,216,890	\$ 997,507
Operating income	\$ 197,801	\$ 227,416	\$ 234,759	\$ 103,613
Net income	\$ 122,641	\$ 140,204	\$ 144,883	\$ 67,874
Basic earnings per share	\$ 3.95	\$ 4.51	\$ 4.65	\$ 2.19
Diluted earnings per share	\$ 3.88	\$ 4.45	\$ 4.59	\$ 2.17

Table of Contents**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

ITEM 9A. CONTROLS AND PROCEDURES

We maintain disclosure controls and procedures (as defined in Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) that are designed to ensure that information required to be disclosed in Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Evaluation of Disclosure Controls and Procedures

As of December 31, 2016, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this annual report.

Changes in Internal Control over Financial Reporting

There were no changes during the fiscal quarter ended December 31, 2016 in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

Management's Annual Report on Internal Control over Financial Reporting

The management of Chipotle Mexican Grill, Inc. is responsible for establishing and maintaining adequate internal control over financial reporting. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America. Our internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States of America, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of assets that could have a material effect on our financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2016, based on the framework set forth by the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control—Integrated Framework (the "2013 framework"). Based on that assessment, management concluded that, as of December 31, 2016, our internal control over financial reporting was effective based on the criteria established in the 2013 framework.

Our independent registered public accounting firm, Ernst & Young LLP, has issued an attestation report on the effectiveness of our internal control over financial reporting as of December 31, 2016. This report follows.

Table of Contents**Report of Independent Registered Public Accounting Firm****The Board of Directors and Shareholders of
Chipotle Mexican Grill, Inc.**

We have audited Chipotle Mexican Grill, Inc.'s internal control over financial reporting as of December 31, 2016, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). Chipotle Mexican Grill, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Chipotle Mexican Grill, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2016, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Chipotle Mexican Grill, Inc. as of December 31, 2016 and 2015, and the related consolidated statements of income and comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2016 and our report dated February 6, 2017 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Denver, Colorado
February 6, 2017

Table of Contents**ITEM 9B. OTHER INFORMATION**

On February 3, 2017, we entered into a Registration Rights Agreement with Pershing Square Capital Management, L.P., and certain affiliates thereof. Pursuant to the Registration Rights Agreement, the Pershing Square shareholders may make up to four requests that we file a registration statement to register the sale of shares of our common stock that the Pershing Square shareholders beneficially own, subject to the limitations and conditions provided in the Registration Rights Agreement.

The Registration Rights Agreement also provides that we will file and keep effective, subject to certain limitations, a shelf registration statement covering shares of our common stock beneficially owned by the Pershing Square shareholders, and also provides certain piggyback registration rights to the Pershing Square shareholders.

The registration rights provided in the agreement terminate as to any Pershing Square shareholder upon the earliest of (i) the date on which such shares are disposed of pursuant to an effective registration statement, (ii) the date on which such securities are sold pursuant to Rule 144, and (iii) such shareholder ceasing to beneficially own at least 5% of our outstanding common stock, provided such shareholder no longer has a representative serving on our Board of Directors, and is permitted to sell shares of common stock beneficially owned by such shareholder under Rule 144(b)(1) of the Securities Act.

The Registration Rights Agreement also contains customary indemnification provisions.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Registration Rights Agreement which is filed as Exhibit 10.11 to this Annual Report on Form 10-K and is incorporated by reference herein.

PART III**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

Incorporated by reference from the definitive proxy statement for our 2017 annual meeting of shareholders, which will be filed no later than 120 days after December 31, 2016.

ITEM 11. EXECUTIVE COMPENSATION

Incorporated by reference from the definitive proxy statement for our 2017 annual meeting of shareholders, which will be filed no later than 120 days after December 31, 2016.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS***Securities Authorized for Issuance Under Equity Compensation Plans***

The following table presents information regarding options and rights outstanding under our equity compensation plans as of December 31, 2016. All options/SOSARs reflected are options to purchase common stock.

	(a) Number of Securities to be Issued Upon Exercise of Outstanding Options and Rights ⁽¹⁾	(b) Weighted-Average Exercise Price of Outstanding Options and Rights ⁽¹⁾	(c) Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (excluding securities reflected in column (a)) ⁽²⁾
Equity Compensation Plans Approved by Security Holders	2,042,317	\$490.06	2,412,105
Equity Compensation Plans Not Approved by Security Holders	None	N/A	None
Total	2,042,317	\$490.06	2,412,105

- (1) Includes shares issuable in connection with awards with performance and market conditions, which will be issued based on achievement of performance criteria associated with the awards, with the number of shares issuable

dependent on our level of performance. The weighted-average exercise price in column (b) includes the weighted-average exercise price of SOSARs only.

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- (2) Includes 2,165,105 shares remaining available under the Amended and Restated Chipotle Mexican Grill, Inc. 2011 Stock Incentive Plan, and 247,000 shares remaining available under the Chipotle Mexican Grill, Inc. Employee Stock Purchase Plan. In addition to being available for future issuance upon exercise of SOSARs or stock options that may be granted after December 31, 2016, all of the shares available for grant under the Amended and Restated Chipotle Mexican Grill, Inc. 2011 Stock Incentive Plan may instead be issued in the form of restricted stock, restricted stock units, performance shares or other equity-based awards. Each share underlying a full value award such as restricted stock, restricted stock units or performance shares counts as two shares used against the total number of securities authorized under the plan.

Additional information for this item is incorporated by reference from the definitive proxy statement for our 2017 annual meeting of shareholders, which will be filed no later than 120 days after December 31, 2016.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Incorporated by reference from the definitive proxy statement for our 2017 annual meeting of shareholders, which will be filed no later than 120 days after December 31, 2016.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Incorporated by reference from the definitive proxy statement for our 2017 annual meeting of shareholders, which will be filed no later than 120 days after December 31, 2016.

Table of Contents**PART IV****ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES****1. All Financial statements**

Consolidated financial statements filed as part of this report are listed under Item 8. "Financial Statements and Supplementary Data."

2. Financial statement schedules

No schedules are required because either the required information is not present or is not present in amounts sufficient to require submission of the schedule, or because the information required is included in the consolidated financial statements or the notes thereto.

3. Exhibits

The exhibits listed on the accompanying Exhibit Index are filed or incorporated by reference as part of this report.

ITEM 16. FORM 10-K SUMMARY

None.

Table of Contents**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CHIPOTLE MEXICAN GRILL, INC.

By: /s/ JOHN R. HARTUNG

Name: **John R. Hartung**

Title: **Chief Financial Officer**

Date: February 6, 2017

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Steve Ells and John Hartung, and each of them, his or her true and lawful attorneys-in-fact, each with full power of substitution, for him or her in any and all capacities, to sign any amendments to this report on Form 10-K and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact or their substitute or substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Date</u>	<u>Title</u>
<u>/s/ STEVE ELLS</u> Steve Ells	February 6, 2017	Chief Executive Officer and Chairman of the Board of Directors (principal executive officer)
<u>/s/ JOHN R. HARTUNG</u> John R. Hartung	February 6, 2017	Chief Financial Officer (principal financial and accounting officer)
<u>/s/ ALBERT S. BALDOCCHI</u> Albert S. Baldocchi	February 6, 2017	Director
<u>/s/ JOHN S. CHARLESWORTH</u> John S. Charlesworth	February 6, 2017	Director
<u>/s/ NEIL W. FLANZRAICH</u> Neil W. Flanzraich	February 6, 2017	Director
<u>/s/ PATRICK J. FLYNN</u> Patrick J. Flynn	February 6, 2017	Director
<u>/s/ DARLENE J. FRIEDMAN</u> Darlene J. Friedman	February 6, 2017	Director
<u>/s/ STEPHEN GILLET</u> Stephen Gillett	February 6, 2017	Director
<u>/s/ ROBIN S. HICKENLOOPER</u> Robin S. Hickenlooper	February 6, 2017	Director
<u>/s/ KIMBAL MUSK</u>	February 6,	Director

1/9/2018

20161231 10K FY_Taxonomy2015

2017

Kimbal Musk

February 6,
2017

Director

/s/ MATTHEW PAULL

Matthew Paull

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Table of Contents**EXHIBIT INDEX**

Exhibit Number	Exhibit Description	Description of Exhibit Incorporated Herein by Reference			Exhibit Number	Filed Herewith
		Form	File No.	Filing Date		
3.1	Amended and Restated Certificate of Incorporation of Chipotle Mexican Grill, Inc.	10-Q	001-32731	October 26, 2016	3.1	
3.2	Chipotle Mexican Grill, Inc. Amended and Restated Bylaws	8-K	001-32731	October 6, 2016	3.1	
4.1	Form of Stock Certificate for Shares of Common Stock	10-K	001-32731	February 10, 2012	4.1	
10.1†	Amended and Restated Chipotle Mexican Grill, Inc. 2006 Stock Incentive Plan	10-K	001-32731	February 17, 2011	10.2	
10.1.1†	Form of 2009 Stock Appreciation Rights Agreement	10-K	001-32731	February 19, 2009	10.2.7	
10.1.2†	Form of 2011 Stock Appreciation Rights Agreement	10-K	001-32731	February 17, 2011	10.2.10	
10.1.3†	Form of 2011 Performance-Based Stock Appreciation Rights Agreement	10-K	001-32731	February 17, 2011	10.2.11	
10.2†	Amended and Restated Chipotle Mexican Grill, Inc. 2011 Stock Incentive Plan	10-Q	001-32731	October 26, 2016	10.1	
10.2.1†	Form of Board Restricted Stock Units Agreement	10-Q	001-32731	July 22, 2014	10.1	
10.2.2†	Form of Stock Appreciation Rights Agreement	10-Q	001-32731	April 20, 2012	10.1	
10.2.3†	Form of Performance-Based Stock Appreciation Rights Agreement	10-Q	001-32731	April 20, 2012	10.2	
10.2.4†	Form of 2014 Stock Appreciation Rights Agreement	-	-	-	-	X
10.2.5†	Form of 2014 Performance-Based Stock Appreciation Rights Agreement	-	-	-	-	X
10.2.6†	Form of 2015 Performance Share Agreement	10-Q	001-32731	April 22, 2015	10.2	
10.2.7†	Form of 2016 Stock Appreciation Rights Agreement	10-Q	001-32731	April 27, 2016	10.1	
10.2.8†	Form of 2016 Performance Share Agreement	10-Q	001-32731	April 27, 2016	10.2	
10.3	Amended and Restated Registration Rights Agreement dated January 31, 2006 among Chipotle Mexican Grill, Inc., McDonald's Corporation and certain shareholders	10-K	001-32731	March 17, 2006	10.6	
10.4†	Board Pay Policies	10-Q	001-32731	April 22, 2015	10.1	
10.5†	Chipotle Mexican Grill, Inc. Supplemental Deferred Investment Plan	10-K	001-32731	February 23, 2007	10.11	
10.5.1†	Amendment No. 1 to Chipotle Mexican Grill, Inc. Supplemental Deferred Investment Plan	10-Q	001-32731	August 1, 2007	10.1	
10.5.2†	Amendment No. 2 to Chipotle Mexican Grill, Inc. Supplemental Deferred Investment Plan	10-Q	001-32731	October 31, 2007	10.1	
10.6†	Form of Director and Officer Indemnification Agreement	8-K	001-32731	March 21, 2007	10.1	
10.7†	Chipotle Mexican Grill, Inc. Employee Stock Purchase Plan	10-K	001-32731	February 10, 2012	10.11	
10.8†	Chipotle Mexican Grill, Inc. 2014 Cash Incentive Plan	10-Q	001-32731	July 19, 2013	10.1	
10.9†	Retirement and Non-Competition Agreement dated December 9, 2016 between Chipotle Mexican Grill, Inc. and Montgomery F. Moran	8-K	001-32731	December 12, 2016	10.1	
10.10	Investor Agreement dated December 14, 2016 between Chipotle Mexican Grill, Inc. and Pershing Square Capital Management, L.P.	8-K	001-32731	December 19, 2016	10.1	
10.11	Registration Rights Agreement dated February 3, 2017, between Chipotle Mexican Grill, Inc. and Pershing Square Capital Management, L.P.	-	-	-	-	X
21.1	Subsidiaries of Chipotle Mexican Grill, Inc.	-	-	-	-	X

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23.1	Consent of Ernst & Young LLP (as the independent registered public accounting firm of Chipotle Mexican Grill, Inc.)	-	-	-	-	X
24.1	Power of Attorney (included on signature page of this report)	-	-	-	-	X
31.1	Certification of Chief Executive Officer of Chipotle Mexican Grill, Inc. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	-	-	-	-	X
31.2	Certification of Chief Financial Officer of Chipotle Mexican Grill, Inc. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	-	-	-	-	X
32.1	Certification of Chief Executive Officer and Chief Financial Officer of Chipotle Mexican Grill, Inc. pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	-	-	-	-	X
101	The following financial statements, formatted in XBRL: (i) Consolidated Balance Sheet as of December 31, 2016 and December 31, 2015, (ii) Consolidated Statement of Income and Comprehensive Income for the years ended December 31, 2016, 2015 and 2014, (iii) Consolidated Statement of Shareholders' Equity for the years ended December 31, 2016, 2015 and 2014, (iv) Consolidated Statements of Cash Flows for the years ended December 31, 2016, 2015 and 2014; and (v) Notes to the Consolidated Financial Statements	-	-	-	-	X

†- denotes management contract or compensatory plan or arrangement.



Patricia O'Neil <poneil@natickma.org>

Chipotle Wine & Beer Application

5 messages

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

Mon, Jul 2, 2018 at 9:34 AM

For your review....

--

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



Chipotle Alcohol Application.pdf
8694K

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Brian Lauzon <lauzon@natickpolice.com>

Tue, Jul 3, 2018 at 2:14 PM

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

Trish,

I have reviewed the application and completed a background check of the Manager of Record and identified officers of the LLC. We would recommend approval of this request. It is our understanding that, and our recommendation is based on, the fact that all alcoholic beverages will be served and consumed inside the restaurant and not in the outside patio. We would recommend that the described "premise" on any license issued reflect that. Also, please remind the applicant that within 30 days of receiving a license any employees serving alcohol to a customer must be "in-person" server trained by either TiPs or AIM to be in compliance with the Towns policies.

Respectfully,

Lt. Brian G. Lauzon

On Mon, Jul 2, 2018 at 9:34 AM, Patricia O'Neil <poneil@natickma.org> wrote:

[Quoted text hidden]

Patricia O'Neil <poneil@natickma.org>

Tue, Jul 10, 2018 at 10:55 AM

To: Donna Donovan <ddonovan@natickma.org>

Here's the Chipotle recommendation from Brian Lauzon.

[Quoted text hidden]



Chipotle Alcohol Application.pdf

8694K

ITEM TITLE: Application for a Change in Manager: Dion's
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	8/2/2018	Cover Memo
Police Department Approval	8/2/2018	Cover Memo



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

ck # 36328
8200

AMENDMENT APPLICATION FOR A CHANGE OF MANAGER

The following documentation is required as a part of your retail license 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
- ☒ Change of Manager Amendment Application (this packet)
- ☒ CORI Authorization Form
For the manager of record AND any individual with direct or indirect interest in the proposed licensee. This form must be notarized with a stamp*
- ☐ Proof of Citizenship for proposed manager of record
Passport, US Birth Certificate, Naturalization Papers, Voter Registration
- ☒ Vote of the Corporate Board
A corporate vote appointing the manager of record, signed by an authorized signatory for the proposed licensed entity
- ☐ 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

AMENDMENT APPLICATION FOR A CHANGE OF MANAGER

Below you will find a step-by-step explanation of the change of manager amendment application process. **Please read this entire page before you apply for an amendment to your license as it provides critical information on the approval process.**

The ABCC urges you to reach out to the Local Licensing Authority (“LLA”) in the city or town in which you are applying for a change of manager amendment to your license **before applying**. While state law requires you to submit certain documents, your LLA may have other documents and/or fees required of you before it will consider your application, and failure to contact them before you apply for a change of manager amendment to your license may delay the consideration of your application.

The granting of a retail license amendment involves a three-step process under M.G.L. c. 138, §§ 15A & 16B:

1. Step One is the granting of an amendment application by the LLA;
2. Step Two is approval by the ABCC;
3. Step Three is the issuance of the amended retail license by the LLA.

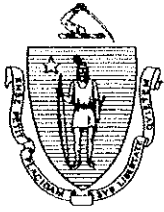
Each step has certain legal requirements:

Step One. In Step One, when you submit your application with the LLA, the LLA is required by law to note the date and hour your application is filed with it. The LLA must act on an application within 30 days of it being filed.

If the LLA grants the license, the application shall be forwarded to the ABCC no later than 3 days following such approval.

Step Two. In Step Two, when the ABCC receives an amendment application that has been approved by the LLA, an investigator will be assigned. The investigator will investigate the proposed manager, examining any criminal background and fitness of character. Parties to an amendment application must respond promptly to investigators’ inquiries. **Failure to do so will result in a delay of the approval and may result in a denial of the amendment application.**

Step Three. Once the LLA receives the ABCC’s approval of an amendment application, it must issue the amended license within 7 days.



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

AMENDMENT APPLICATION FOR A CHANGE OF MANAGER

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)

SLJ Beverage INC.

ABCC License Number

00017-PK-0768

City/Town of Licensee

NATICK

2. APPLICATION CONTACT

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

First Name: JOSEPH

Middle: NORMAN

Last Name: DION

Title: Owner

Primary Phone: 781-894-1907

Email: joedion36@gmail.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: 4

Street Name: South Ave

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:

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

4. MANAGER CONTACT

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

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

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

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☐ Yes ☒ No
If yes, please list the licenses for which you are the current or proposed manager:

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

If yes, percentage of interest

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

<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor
<input type="checkbox"/> Stockholder	<input type="checkbox"/> LLC Manager
<input 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

Employment Information of Proposed Manager

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

Date(s)	Position	Employer	Address	Phone
DEC-2000	MANAGER	DION'S Fine Wine	119 River St Waltham, MA	781-894-1907

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

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

APPLICANT'S STATEMENT

I, JOSEPH N DION the: ☐ sole proprietor; ☒ partner; ☐ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of SLJ BEVERAGE INC., hereby submit this application for CHANGE OF MANAGER OF RECORD
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: 07-18-2018

Title: PRESIDENT



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 LICENSEE)</small>	00017-PK-0768	LICENSEE NAME:	SLJ BEVERAGE INC.	CITY/TOWN:	NATICK
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APPLICANT INFORMATION

LAST NAME:	TEDESCO	FIRST NAME:	JOSEPH	MIDDLE NAME:	RICHARD
MAIDEN NAME OR ALIAS (IF APPLICABLE):			PLACE OF BIRTH:	BOSTON	
DATE OF BIRTH:	10/24/1970	SSN:			ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME:	BASILE	DRIVER'S LICENSE #:			STATE LIC. ISSUED: Massachusetts
GENDER:	MALE	HEIGHT:	5	7	WEIGHT: 165 EYE COLOR: BROWN
CURRENT ADDRESS:	280 Trail Side Way				
CITY/TOWN:	Ashland	STATE:	MA	ZIP:	01721
FORMER ADDRESS:	736 Lexington St				
CITY/TOWN:	Waltham	STATE:	MA	ZIP:	02452

PRINT AND SIGN

PRINTED NAME:	JOSEPH R. TEDESCO	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this	July 18, 2018	before me, the undersigned notary public, personally appeared	Joe Tedesco
(name of document signer),	proved to me through satisfactory evidence of identification, which were		Massachusetts Driver's License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		NOTARY	

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

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

CERTIFICATE OF CORPORATE VOTE OF AUTHORIZATION

Date: July 18th 2018

I hereby certify that a meeting of the Board of Directors of the Corporation SLJ Beverage, INC.
duly called and held at 119 River St Waltham, MA on the 18th day of July 2018
at which a quorum was present and acting, it was voted that Joseph Tedesco
of SLJ Beverage, INC. hereby is authorized to act as Manager of Record of the ABCC license number
00017-PK-0768 in the town of Natick, MA.

A true copy of the record,

ATTEST: _____

On this 18 day of July 2018, before me, the undersigned Notary Public, personally appeared
Joseph Dick, duly designated by the board of directors and proved to me,
through satisfactory evidence of identification, which was Mass Drivers License, that s/he is
the person whose name is signed on the foregoing documents, and acknowledged to me that s/he
signed it voluntarily for its stated purpose and that it was her/his free act and deed.

Notary Public

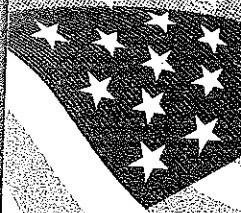
My Commission Expires:



SETON MURPHY
Notary Public
Commonwealth of Massachusetts
My Commission Expires October 17, 2019

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



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

3

PASSPORT
PASSEPORT
PASAPORTE



UNITED STATES OF AMERICA

Type / Type / Tipo: P / Country / Pays / País: USA / Passport No. / No. du passeport / No. del pasaporte: [REDACTED]

Surname / Nom / Apellidos: TEDESCO

Given Names / Prénoms / Nombres: JOSEPH RICHARD

Nationality / Nationalité / Nacionalidad: UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento: 24 Oct 1970

Place of birth / Lieu de naissance / Lugar de nacimiento: MASSACHUSETTS, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición: 15 Jun 2009

Date of expiration / Date d'expiration / Fecha de caducidad: 14 Jun 2019

Endorsements / Mentions Spéciales / Anotaciones: SEE PAGE 27

Sex / Sexe / Sexo: M

Authority / Autorité / Autoridad: United States

Department of State





Donna Donovan <ddonovan@natickma.org>

Re: Dion's

1 message

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

Tue, Jul 31, 2018 at 9:28 AM

Donna,

I have completed a background on the applicant for Manager of Record of Dion's Liquors and would recommend that the Board of Selectmen as the Licensing Authority approve said request. Mr. Tedesco has been employed at that location for a while now, so I don't believe he needs to be reminded about his off premise alcohol beverage service certification.

Respectfully,

Lt. Brian G. Lauzon

On Mon, Jul 30, 2018 at 2:22 PM, Donna Donovan <ddonovan@natickma.org> wrote:

Hi,

Attached is the change in manager application. The new manager called today to let us know that he is on vacation on 8/20. He wanted to know if he could be on next Monday's agenda. I told him that may not be enough time for you and, if not, we would put it on the agenda after 8/20.

Thanks.

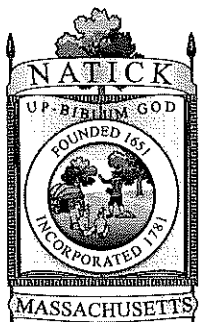
Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

ITEM TITLE: Director of Public Works: Contracts

ITEM SUMMARY: a. Resident Project Representative Engineering Services Contract/2018
Roadway Improvements
b. Washington Avenue Engineering Services Contract

ATTACHMENTS:

Description	Upload Date	Type
Resident Project Engineer Recommendation & Contract	7/30/2018	Cover Memo
Washington Avenue Engineering Recommendation & Contract	7/30/2018	Cover Memo



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa Malone, Town Administrator
William Chenard, Deputy Town Administrator - Operations
Jeremy Marsette, Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: July 30, 2018

SUBJECT: CONTRACT AWARD
Resident Project Representative Engineering Services/Roadway Improvements 2018

Informal, non-written pricing by DPW reveals that Environmental Partners Group, Inc. is the ideally competitive firm to perform resident project representative engineering services for the 2018 roadway improvements project in the Town of Natick.

State statute exempts the procurement of these types of engineering services from the Uniform Procurement Act, M.G.L. c. 30B. See M.G.L. c. 30B, §1(b) (32A), which exempts the services of architects, engineers, and related professionals. (Parenthetically, the Designer Selection Law, M.G.L. c. 7C, §§44 *et seq.*, does not apply, since no vertical structure is implicated.) Essentially, therefore, there is no statutorily-prescribed procurement process that would govern.

Environmental Partners Group, Inc. is a responsible and responsive firm and has offered what DPW considers to be a reasonable sum for the purposes.

We respectfully request that Natick Board of Selectmen award Environmental Partners Group, Inc., a contract, in the form of the attached, to perform the services outlined in Attachment A1 to the Contract, for the hourly rates specified therein. The total present price cap will be \$81,475.00.

The funding to cover this comes from the following sources:

\$81,475.00 – from Capital Appropriation Roads and Sidewalks 14B SPG 18 - 2018 Spring Town Meeting

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

This Contract is made this sixth day of August, 2018, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Environmental Partners Group, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with an address of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, regarding the subject matter or partial subject matter of this Contract, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide resident project representative engineering services during the 2018 roadway improvements project in the Town of Natick, Massachusetts as set forth in Attachment A1.

2. Standard of Care

The Contractor shall exercise due care and diligence in the provision of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end one (1) year later. At the sole discretion of the Town, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms.

4. Order of Priority of Contract Documents

In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the hourly rates, on a time and materials basis, as set forth in Attachment A1; provided, however, that the fee for such services shall not exceed eighty-

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

one thousand four hundred seventy-five dollars and zero cents (\$81,475.00).

This Contract is a fixed rate/fixed price contract, subject to the above; and, therefore, miscellaneous expenditures associated with the Contractor's work shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense, if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify all services rendered.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED/NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules,

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. Professional Liability Insurance - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy of insurance shall remain in effect for at least six (6) years following the termination of this Contract.
- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

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

- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
 - i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
 - j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
 - k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
9. Indemnification
- The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or to the extent caused by the willful or negligent act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose willful or negligent acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither party, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by either party or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled and/or Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

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

16. No Smoking

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

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, if requested by the Town, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

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

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.

- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages, from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

If to the Town: Melissa A. Malone
 Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: Karis L. North, Esq.
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor: Paul F. Gabriel, President
 Environmental Partners Group, Inc.
 1900 Crown Colony Drive, Suite 402
 Quincy, MA 02169.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children,

Town of Natick, Massachusetts
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marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

1. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- m. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- n. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- o. This Contract may be amended only by written consent of the parties.
- p. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- q. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

Town of Natick, Massachusetts
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22. Limitation of Damages

Neither the Town nor the Contractor shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected to this Contract or the performance of the services on this Project. This mutual waiver includes, but is not limited to damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

[The remainder of this page is left blank.]

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

The Town of Natick, Massachusetts

Environmental Partners Group, Inc.

by: the Natick Board of Selectmen

by:

Amy K. Mistrot, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.

Dated: _____

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES
CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of _____
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20____ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

ATTACHMENT A -1.

The Contractor shall furnish resident project representative engineering services during the 2018 roadway improvements project in the Town of Natick, Massachusetts.

BACKGROUND

In April 2018 the Town solicited bids for services related to the furnishing of roadway improvements at various locations in Town. The Town has since awarded the contract to D&R General Contracting, Inc. (D&R) in the amount of \$1,877,313.01. The scope of work of the roadway improvements for a total of twenty-one (21) public streets includes full-depth restoration, milling and overlay, sidewalk reconstruction, ADA access ramps, curbing, crosswalk painting, trench patching, leveling course installation, and appurtenant work. The Town has held the pre-construction meeting and a detailed project schedule is being prepared by the Town's contractor, D&R. D&R has proposed to begin pavement reclamation activities on August 2, 2018. The contract completion date is November 15, 2018.

PROPOSED CONSTRUCTION PHASE

SERVICES

Task 1– Resident Project Representative

Under this task, Environmental Partners (Environmental Partners), will provide one full-time resident project representative (RPR), for duration of up to six hundred (600) hours. This is based on sixty (60) days of work and ten (10) hours per day. The RPR's work schedule will be coordinated with the Town based on D & R's schedule, scope of planned work, and weather conditions.

Environmental Partners will provide a project manager to coordinate with the RPR and the Town on a weekly basis. Environmental Partners has included for up to sixty-five 65 hours for management of the RPR and coordination with the Town.

STAFFING

This project will be managed by Eric Kelley out of Environmental Partners' Woburn office. The proposed RPR is Doug Ballum and his resume is included in the Attachment. Any changes in RPR will be discussed with the Town in advance.

PROJECT FEE AND SCHEDULE

Environmental Partners proposes to provide the RPR on a time and materials basis for a not-to-exceed amount of \$81,475.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

Task	EP Labor	Billing Rate	Budget
Task 1- Resident Project			
<i>Resident Project Representative</i>	600	\$100.00/hr	\$60,000
<i>Project Management</i>	65	\$215.00/hr	\$13,975
<i>Mileage Reimbursement Allowance</i>			\$7,500
Project Totals	632		\$81,475

Environmental Partners assumes that a minimum of four (4) hours of RPR coverage will be provided each day of construction activities. An allowance for the RPR's travel to and from the project site has been provided. Mileage shall be expensed at the mileage reimbursement rate of \$0.545 per mile.

Environmental Partners will track the project costs daily and notify the Town when costs have reached fifty percent (50%) and seventy-five percent (75%) of the not-to exceed limit. Any adjustments to the contract limit shall be made by a formal contract amendment.

Environmental Partners assumes that the Town will designate a project manager to serve as the primary point of contact for the RPR during construction. Environmental Partners assumes that the Town shall be responsible for the administration of the construction contract, including, but not limited to, the review and response to requests for information, construction submittals, payment requisitions, and construction claims.

Environmental Partners shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by D & R, or the safety precautions and programs incident to the work of the D & R, but Environmental Partners shall be responsible for notifying D & R and Town of any work that is cause for concern with respect to consistency with the requirements of the contract plans and specifications. Environmental Partners' efforts will be directed toward providing a greater degree of confidence for Town that the completed work of D & R(s) will conform to the Contract Documents, but Environmental Partners shall not be responsible for the failure of D & R to perform the work in accordance with the Contract Documents. On the basis of on-site observations, Environmental Partners shall keep Town informed of the progress of the work, shall guard Town against defects and deficiencies in such work, and shall recommend the Town disapprove or reject work failing to conform to the Contract Documents.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

1. The Resident Project Representative's duties, responsibilities, and limitations of authority are outlined below.

- a. General:

The Resident Project Representative is Environmental Partners' Agent, and shall act under the supervision of the Environmental Partners Project Manager. He shall confer with the Town's Project Manager and Environmental Partners Project Manager regarding his actions. His dealings in matters pertaining to on-site work will be, in general, with the Town's Project Manager and D & R, keeping Environmental Partners Project Manager advised as indicated below and as necessary. His dealings with subcontractors will only be through or with the full knowledge of Contractor or his on-site representative. He shall generally communicate with Town with the knowledge of the Environmental Partners Project Manager.

- b. Duties and Responsibilities:

The Resident Project Representative shall:

1. Schedules: Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor, and consult with the Town's Project Manager concerning their acceptability.
2. Conferences: Attend progress meetings and other job conferences, as required, in consultation with the Town's Project Manager.
3. Liaison:
 - i. Serve as Environmental Partners' liaison with D & R and the Town, working principally through Contractor's designated on-site representative, and assist them in understanding the intent of the Contract Documents. Assist the Town's Project Manager in serving as the Town's liaison with Contractor when D & R's operations affect Town's on-site operations.
 - ii. Assist in obtaining from the Town additional details of information required at the job site for proper execution of the work.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

4. Shop Drawings and Samples:

- i. Receive samples from D & R's on-site representative and notify the Town's Project Manager of their availability for examination.
- ii. Immediately advise the Town's Project Manager and D & R, or his on-site representative, of the commencement of any work requiring a shop drawing or sample submission, if the submission has not been reviewed by the Town.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- i. Conduct periodic on-site reviews of construction in progress, or as otherwise necessary, to determine, to the best of his knowledge, (1) if work is proceeding in general accordance with the Contract Documents; and (2) that completed work is in substantial conformance with the Contract Documents. During such visits, and on the basis of on-site observations, Environmental Partners shall keep Town informed of the progress of the work, shall guard Town against defects and deficiencies in such work, and shall recommend the Town disapprove or reject work failing to conform to the Contract Documents.
- ii. Report to the Town's Project Manager, who, in turn, will notify Environmental Partners whenever any work is, to the best of his knowledge and belief, unsatisfactory, faulty or defective, or is not in substantial conformance with the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made; and advise the Town's Project Manager when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection or approval. Record and advise D & R of work failing to meet the Contract requirements.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

- iii. Verify that tests, equipment, and systems start-up and operating and maintenance instructions are conducted, as required by the Contract Documents, and in the presence of the required personnel, and that D & R maintains adequate records thereof; observe, record, and report to the Town's Project Manager appropriate details relative to the test procedures and start-ups.
 - iv. Obtain records of all on-site testing and site visits from D & R's on-site representative, and report these to the Town's Project Manager.
 - v. Performance of the services outlined in Section 5, parts (i.) through (iv.) is to protect Town against defects and deficiencies in the work, and to verify compliance with the Contract Documents. Nothing in Section 5 relieves D & R of its independent obligations under their contract with Town.
6. Interpretation of Contract Documents: Transmit to D & R clarification and interpretation of the Contract Documents, as issued by the Town's Project Manager.
7. Modifications: Consider and evaluate D & R's suggestions for modifications in Drawings and Specifications, and report them, with recommendations, to the Town's Project Manager.
8. Records:
- i. Maintain at the job site orderly files for correspondence; reports of job conferences and sample submissions; and reproductions of original Contract Documents, including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, the Town's clarifications and interpretations of the Contract, Environmental Partners' clarifications and interpretations of the Contract Documents, progress reports, and other project-related documents.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

- ii. Keep a diary or log book recording hours on the job site; weather conditions; data relative to questions of extras or deductions; list of principal visitors and representatives of fabricators, manufacturers, suppliers, and distributors; daily activities; decisions; and observations in general and specific observations in more detail, as in the case of observing test procedures. Send copies to the Town's Project Manager.
 - iii. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of equipment and materials.
9. Reports:
- i. Furnish periodic reports, as required, of progress of the work and of D & R's compliance with the progress schedule and schedule of shop drawing submissions.
 - ii. Prepare field memorandum, preliminary change orders and extra work orders, obtaining all back-up material. Recommend to the Town's Project Manager Field Memorandum, Change Orders, Extra Work Orders, and Field Changes.
10. Payment Requisitions: Review applications for payment with D & R for compliance with the established procedure for their submission, and forward those, with recommendations, to the Town's Project Manager, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
11. Certificates, Maintenance and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals, as appropriate, and other data required to be assembled and furnished by Contract are applicable to the items actually installed, and deliver this material to the Town's Project Manager for his review and forwarding to Town prior to final acceptance of the work.
12. Completion: Conduct a review to determine if the Project is substantially complete, and to determine if, to the best of

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF RESIDENT PROJECT
REPRESENTATIVE ENGINEERING SERVICES

Environmental Partners' knowledge, the work has been completed in substantial conformance with the Contract Documents and the intent of the design, and if Contractor has fulfilled all of his obligations there-under, so that Environmental Partners may recommend, in writing, final payment to Contractor(s), and may give written notice to Town and D&R that the work is acceptable (subject to any conditions therein expressed), but any such recommendations and notice shall be subject to the limitations expressed in paragraph E above.

- i. Before the Town issues a Certificate of Substantial Completion, assist the Town's Project Manager in developing a list of observed items requiring correction or completion.
- ii. Conduct final review in the company of the Town's Project Manager and Contractor, and assist in preparation of a final list of items to be corrected.
- iii. Verify, to the best of his knowledge, that all items on final list have been completed or corrected, and make recommendations to the Town's Project Manager concerning acceptance.

c. Limitations of Authority - Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents, or approve any substitute materials or equipment, unless authorized by the Town's Project Manager.
2. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
3. Shall not expedite work for D & R.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such is specifically called for in the Contract Documents.
5. Shall not advise or issue directions as to safety precautions and programs in connection with the work.
6. Shall not authorize Town to occupy the project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Environmental Partners.
8. Shall not exceed limitations on Environmental Partners' authority as set forth in the Contract Documents.

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

ENVI-15

OP ID: DB

DATE (MM/DD/YYYY)
07/30/2018

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

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

PRODUCER
Poole Professional Ltd.
107 Audubon Rd. #2, Ste. 305
Wakefield, MA 01880
Christopher A. Poole

CONTACT
NAME:
PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463
E-MAIL:
ADDRESS:

INSURED
Environmental Partners
Group, Inc.
1900 Crown Colony Dr. Suite 402
Quincy, MA 02169

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co of CT	25682
INSURER B: Travelers Indemnity Co America	25666
INSURER C: Travelers Indemnity Co.	25658
INSURER D: XL Specialty Insurance Company	37885
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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	6802J049788	06/13/2018	06/13/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	BA3G197927	06/13/2018	06/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	CUP6572Y321	06/13/2018	06/13/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 PER STATUTE <input checked="" type="checkbox"/> OTH-ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB6572Y093	06/13/2018	06/13/2019	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Arch/Eng.Prof.Liab Incl.PollutionLiab		DPR9927526	06/18/2018	06/18/2019	Per Claim 5,000,000 Aggregate 5,000,000

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

CERTIFICATE HOLDER

TOWNN27

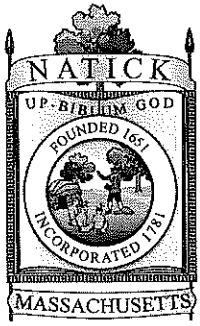
Town of Natick
c/o Natick DPW
75 West Street
Natick, MA 01760

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa Malone, Town Administrator
William Chenard, Deputy Town Administrator - Operations
Jeremy Marsette, Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: July 30, 2018

SUBJECT: CONTRACT AWARD
Washington Avenue Engineering Services

Informal, non-written pricing by DPW reveals that Environmental Partners Group, Inc. is the ideally competitive firm to perform engineering services for rehabilitation of Washington Avenue.

State statute exempts the procurement of these types of engineering services from the Uniform Procurement Act, M.G.L. c. 30B. See M.G.L. c. 30B, §1(b) (32A), which exempts the services of architects, engineers, and related professionals. (Parenthetically, the Designer Selection Law, M.G.L. c. 7C, §§44 *et seq.*, does not apply, since no vertical structure is implicated.) Essentially, therefore, there is no statutorily-prescribed procurement process that would govern.

Environmental Partners Group, Inc. is a responsible and responsive firm and has offered what DPW considers to be a reasonable sum for the purposes.

We respectfully request that Natick Board of Selectmen award Environmental Partners Group, Inc., a contract, in the form of the attached, to perform the services outlined in Phase 1 – Preliminary Design Section and in Phase 2 –Final Design and Bid Document Preparation Section of Attachment A1 to the Contract, for a sum of \$229,800.00.

The funding to cover this comes from the following sources:

\$229,800.00 – from Washington Avenue Improvements 14B SPG 18 - 2018 Spring Town Meeting

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
REHABILITATION OF WASHINGTON AVENUE IN THE TOWN OF NATICK

This Contract is made this sixth day of August, 2018, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Environmental Partners Group, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with an address of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, regarding the subject matter or partial subject matter of this Contract are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide engineering services for the rehabilitation of Washington Avenue in the Town of Natick, Massachusetts, as enumerated in the Phase 1 – Preliminary Design Section and in the Phase 2 –Final Design and Bid Document Preparation Section of Attachment A1.

2. Standard of Care

The Contractor shall exercise due care and diligence in the provision of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end one (1) year later. At the sole discretion of the Town, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms.

4. Order of Priority of Contract Documents

In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract for Phase 1 – Preliminary Design and for Phase 2 –Final Design and Bid Document Preparation, the Town shall pay the Contractor the lump sum price of two hundred twenty

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
REHABILITATION OF WASHINGTON AVENUE IN THE TOWN OF NATICK

nine thousand eight hundred dollars and zero cents (\$229,800.00).

This Contract is a fixed rate/fixed price contract, subject to the above; and, therefore, miscellaneous expenditures associated with the Contractor's work shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense, if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify all services rendered.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED/NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
REHABILITATION OF WASHINGTON AVENUE IN THE TOWN OF NATICK

Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. Professional Liability Insurance - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy of insurance shall remain in effect for at least six (6) years following the termination of this Contract.
- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be

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cancelled or materially amended before the expiration date thereof, the issuing company or the Contractor will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”

- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
 - i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
 - j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
 - k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or to the extent caused by the willful or negligent act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose willful or negligent acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees

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incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither party, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by either party or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled and/or Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates

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the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

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

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, if requested by the Town, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

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

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the

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Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.

- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages, from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: Melissa A. Malone
 Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

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With copies to: Karis L. North, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor: Paul F. Gabriel, President
Environmental Partners Group, Inc.
1900 Crown Colony Drive, Suite 402
Quincy, MA 02169.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

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- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- l. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- m. The Contractor shall not assign or subcontract in whole or in part this Contract or in

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any way transfer any interest in this Contract without the prior express written approval of the Town.

- n. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- o. This Contract may be amended only by written consent of the parties.
- p. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- q. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

22. Limitation of Damages

Neither the Town nor the Contractor shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected to this Contract or the performance of the services on this Project. This mutual waiver includes, but is not limited to damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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The Town of Natick, Massachusetts

Environmental Partners Group, Inc.

by: the Natick Board of Selectmen

by:

Amy K. Mistrot, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.

Dated: _____

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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of _____
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20____
and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

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ATTACHMENT A -1.

The Contractor shall furnish the following engineering and supplemental services in connection with the rehabilitation of Washington Avenue from West Central Street (Route 135) to the Lake Street intersection, a distance of approximately two thousand seven hundred (2,700) feet. Improvements will include roadway rehabilitation, sidewalk reconstruction, and drainage improvements. Alterations to the sidewalks on the MBTA bridge (between Hunters Hill Court and Cochituate Street) are not anticipated as part of this project.

A. Phase 1 – Preliminary Design

1. Topographic Survey and Base Plan

- a. A topographic survey will be performed to generate a base plan suitable to design the proposed features identified herein. The survey will include Washington Avenue from its intersection with West Central Street (including one hundred (100) feet of the northern side of West Central Street) to a distance one hundred (100) feet past the Lake Street intersection. Each side street approach to Washington Avenue will be surveyed a distance of approximately fifty (50) feet. The survey will extend twenty (20) feet beyond the back of sidewalk or right of way, as appropriate.
- b. The base plan will be prepared in AutoCAD format and will include all pertinent physical features within survey limits. The survey will include a detailed and accurate grading model, compatible with Civil 3D which will be reviewed by the Contractor. Elevations will be provided at pertinent physical features including the roadway centerline, gutter lines and back of sidewalks.
- c. All visible existing utilities within survey limits will be shown. Underground utility information provided by the responsible utility owner will be shown approximately on the base plans including pipe sizes, pipe material and outlet locations.
- d. It is understood that all information that the Town has available relative to the project (i.e., existing plans, GIS mapping data, traffic data information, accident data, local traffic ordinance and bylaws, etc.) will be provided to the Contractor at no cost so that the work may be properly reviewed. Police details will be provided by the Town as required.
- e. Right of Way information will be researched and compiled from the Assessors' office, Department of Public Works, MassDOT and the Registry of Deeds to obtain available information relative to roadway layout lines, property lines and baseline information. Approximate Right-of-way (ROW) boundaries will be established by locating physical monuments in combination with referencing state, county or town survey plans of record. Property sidelines will be shown in approximate locations based on available information and field-located evidence; the survey of individual parcel lines is not anticipated. Owner deed reference, book and page number

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will be labeled.

- f. All horizontal and vertical control will be connected to the Massachusetts Grid System by GPS.
- g. Wetland resource areas within one hundred (100) feet of the project limits will be flagged in the field by an environmental specialist. The locations of these wetland flags will be surveyed and depicted on the base plan.

2. Preliminary Design

- a. The Contractor will prepare up to three (3) conceptual cross sections for consideration along the Washington Avenue corridor.
- b. The preliminary (50%) design of the preferred alternative identified by Town officials will be based on sound engineered design and standards, ADA regulations and recommendations from the Town regarding specific project criteria. The Preliminary Design will include the layout of improvements along Washington Avenue to provide continuous sidewalks along both sides of the roadway that are in compliance with ADA. The work also includes identifying the appropriate locations for crosswalks and upgrading pedestrian warning signage where needed. A pavement design is not anticipated to be necessary as part of this project.
- c. The Preliminary Design submission will include plans showing the proposed improvements and geometry, typical cross sections, critical cross sections, pavement markings, drainage improvements, roadway rehabilitation and a preliminary construction cost estimate. Preliminary Design plans will include a Cover Sheet, Legend Sheet, Key Plan, General Construction Plans, Critical Cross Sections and Traffic (Signs and Pavement Marking) Plans.
- d. The General Construction Plans will show areas of roadway rehabilitation, narrowing and/or widening including areas of milling and resurfacing. In addition, the plans will include horizontal and vertical alignment, reorganization of affected driveways and the installation of curb and/or roadway edging. The General Construction Plans will also identify anticipated rights of entry necessary to accommodate minor grade adjustments necessary to implement the proposed improvements. Land acquisitions, permanent easements and temporary easements are not anticipated.
- e. A preliminary construction cost estimate will be prepared utilizing a MassDOT item format and based on prevailing prices established by MassDOT and recently awarded projects completed by the Contractor.
- f. The Preliminary Design will be submitted to the Town for review and comment; a review by MassDOT is not anticipated.

3. Drainage Design

- a. The Contractor will perform field investigations to identify existing

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conditions of the drainage system. A visual inspection of the drainage system catch basins and drain manholes will be performed to identify material, condition, and connectivity.

- b. Up to two (2) days of Closed Circuit Television (CCTV) Inspection and minor cleaning of the main drain lines along Washington Avenue will be performed to determine existing pipe sizes, conditions and lateral connections. It is anticipated that the existing drainage system is in reasonably clean condition; substantial debris removal from the drainage system is not anticipated in this Scope of Services.
- c. The work includes minor alterations to the existing drainage system by furnishing, relocating, adjusting or rebuilding structures as necessary to: accommodate new sidewalk installation and roadway realignment; add structures where they are required to eliminate ponding; and replace direct connections between catch basins with traditional catch basin-to-manhole systems. It is anticipated that adequate capacity exists in the existing drainage system to tie into within project limits. The design of a new drainage system is not anticipated given the anticipated unaltered change in impervious area. The evaluation of the drainage system capacity or HydroCAD evaluations are not anticipated. It is assumed that the existing culvert is in adequate condition; inspection and evaluation of the existing culvert is not included as part of the scope of service for this project.

4. Geotechnical Exploration

- a. The Contractor will coordinate and oversee the execution of borings using direct-push drill rig and boreholes to collect soil samples, identify soil types for design purposes and locate groundwater elevations. For budgeting purposes, up to one (1) day of subsurface investigation is anticipated for the project. This Scope of Services assumes police details will be provided by the Town and are not included in the contract fee.

5. Environmental Permitting

- a. Roadway and sidewalk reconstruction is anticipated to take place within one hundred (100) foot wetland buffer zones but no impacts to wetlands are anticipated. The Contractor will present the project initially to the Natick Conservation Commission, with filings anticipated during the Final Design Phase.

6. Meetings

- a. One (1) public Board of Selectmen meeting is anticipated during the Preliminary Design phase to present the project conceptually and solicit public input. A PowerPoint presentation will be prepared for the meeting.
- b. One (1) meeting with the Transportation Advisory Committee will be attended.
- c. Two (2) project coordination meetings with the Town officials are anticipated during Preliminary Design Phase.

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- d. One (1) meeting is anticipated with the Natick Conservation Commission to present the project initially and solicit preliminary input.
- B. Phase 2 –Final Design and Bid Document Preparation
 - 1. General
 - a. The Contractor will address review comments provided by representatives of the Town as well as identified during team and/or public meetings and will advance the Preliminary Design to Final Design phase. Bid documents will be prepared suitable for bidding purposes including plans, specifications and estimate.
 - 2. Final Design
 - a. Additional plans will be prepared during the Final design phase beyond those submitted in the Preliminary Design Submission. This includes: Construction Details, Curb Tie & Grading Plans (as needed), Profiles, Critical Cross Sections and Sign Summaries.
 - 3. Rights of Entry
 - a. It is anticipated that the advanced design will result in only minor temporary impacts to abutting properties that will be addressed as Rights of Entry, not as Temporary Easements. Permanent Easements and Land Acquisitions are not anticipated.
 - b. The Contractor shall prepare the relevant documentation for the needed Rights of Entry for parcels affected by the proposed construction including corner roundings, drainage improvements, driveway blending or other geometric improvements in accordance with Town requirements. The work shall include the following:
 - i. Preparation of right-of-entry plans and forms for each individual affected parcel.
 - ii. Letters to residents to accompany the forms.
 - c. For budgetary purposes, up to ten (10) Rights of Entry are anticipated for this project for minor grade blending.
 - 4. Bid Document Preparation
 - a. The Contractor will prepare supplementary specifications to the Massachusetts Department of Transportation “Standard Specifications for Highways and Bridges” (latest edition) in the form of Special Provisions which will incorporate relevant sections of the Town’s standard specifications where applicable. The Special Provisions will be incorporated into the bid document utilizing Town standard bidding requirements, general conditions, agreement or other information associated with procurement requirements and procedures as provided by the Town.

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- b. The Contractor will provide a final construction cost estimate and bid tabulation. The final construction cost estimate will include the quantity, unit price and estimated cost of all pay items. The estimate will be based on prevailing prices established by MassDOT and recently advertised and awarded projects completed by the Town and the Contractor. A bid tab will be prepared and included in the bid document providing the quantity for each bid item.
 - c. The bid package will be submitted to the Town for review and comment upon completion; a review by MassDOT is not anticipated. A response to comments will be provided and changes implemented as necessary into the submission of bid documents including plans, specifications, and estimates (PS&E).
- 5. Environmental Permitting
 - a. Roadway and sidewalk reconstruction is anticipated to take place within 100 foot wetland buffer zones but not impacted to the wetland is anticipated. The Contractor will prepare the Notice of Intent (NOI) for filing with the Natick Conservation Commission. More extensive permitting is not anticipated.
- 6. Bid Phase Services
 - a. The Contractor will assist the Town in their advertising for and obtaining bids for construction, materials, equipment and services and attending pre-bid conferences for the contract. The Contractor will issue Addenda as appropriate to clarify, modify or change the Bidding Documents.
 - b. The Contractor will consult with the Town as to the acceptability of subcontractors, suppliers and other persons and entities proposed by the Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
 - c. The Contractor will attend the bid opening, prepare bid tabulation sheets and assist the Town in evaluating bids for their award of a contract for the proposed construction.
- 7. Meetings
 - a. Two (2) project coordination meetings with Town officials are anticipated during the Final Design phase.
 - b. One (1) meeting with the Transportation Advisory Committee will be attended. Additional public meetings are not anticipated during the Final Design Phase.
 - c. Up to two (2) hearings with the Conservation Commission are anticipated.

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GENERAL NOTE:

The Town will furnish to and shall assist the Contractor in obtaining from municipal and state agencies and private individuals or companies such information and data as is available and pertinent to the work contemplated under this Agreement and provide such services as indicated below. In general, this will consist of the following:

1. Provide all record plans showing existing Town owned utilities, right of way, and other relevant information.
2. Arrange for access to and make all provisions for the Contractor to enter upon public and private properties as required for the Contractor to perform the services under this Agreement.
3. Designate, in writing, persons to act as Town's representative and Project Team members with respect to the services to be rendered under this Agreement.
4. Construction administration services are excluded from this Contract. Should the parties desire to contract for such engineering services, they may do so through a separate contract.



ENVI-15 OP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/30/2018

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

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

PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole		CONTACT NAME: PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463 E-MAIL: ADDRESS:		
INSURED Environmental Partners Group, Inc. 1900 Crown Colony Dr. Suite 402 Quincy, MA 02169		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Indemnity Co of CT		25682
		INSURER B: Travelers Indemnity Co America		25666
		INSURER C: Travelers Indemnity Co.		25658
		INSURER D: XL Specialty Insurance Company		37885
		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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	6802J049788	06/13/2018	06/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	BA3G197927	06/13/2018	06/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	CUP6572Y321	06/13/2018	06/13/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB6572Y093	06/13/2018	06/13/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Arch/Eng.Prof.Liab Incl.PollutionLiab		DPR9927526	06/18/2018	06/18/2019	Per Claim 5,000,000 Aggregate 5,000,000

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

CERTIFICATE HOLDER

TOWNN27

Town of Natick
c/o Natick DPW
75 West Street
Natick, MA 01760

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ITEM TITLE: Conservation Agent/Planner:
ITEM SUMMARY: a. Low Impact Development Regulation Contract
b. Hazard Mitigation Plan Adoption and Approval of Resolution

ATTACHMENTS:

Description	Upload Date	Type
Low Impact Development-Memo-J. Errickson, V. Parsons	7/31/2018	Cover Memo
LID-Contract Award Recommendation & Contract	7/31/2018	Cover Memo
LID-Natick Bylaw Review	7/31/2018	Cover Memo
LID-Appendix B	7/31/2018	Cover Memo
LID-Appendix C	7/31/2018	Cover Memo
Hazard Mitigation & PlaceMaking Memo-J. Errickson	7/31/2018	Cover Memo
HazMit-Draft Submittal Support Letter	7/31/2018	Cover Memo
HazMit-Adoption Memo	7/31/2018	Cover Memo
HazMit-Project Status Report	7/31/2018	Cover Memo
HazMit-Final Plan Part 1	7/31/2018	Cover Memo
HazMit-Final Plan Part 2	7/31/2018	Cover Memo
HazMit-Resolution	7/31/2018	Cover Memo

Memorandum



To: Amy Mistrot, Chair, Board of Selectmen

From: James Errickson, Director, Community and Economic Development
Victoria Parsons, Conservation Agent & General Planner

CC: Melissa Malone, Town Administrator

Jillian Wilson Martin, Sustainability Coordinator

Date: July 31, 2018

Subject: Municipal Vulnerability Program Action Grants- Low Impact Development Regulation Contract

As you may remember, on June 27 Jillian Wilson Martin and I (Victoria Parsons) provided an update memo regarding the status of Natick's Municipal Vulnerability Preparedness program. To briefly re-cap:

MVP Planning Grant

In early June 2018, the Town of Natick submitted the results of the Community Resilience Building assessment completed in October 2017. A public listening session was held on May 16, 2018 and a final version is available on the Town's website at: <https://www.natickma.gov/1535/Climate-Adaptation-and-Community-Resilience>

Through extensive public collaboration and input, the report identifies over 40 resilience improvement actions the Town of Natick is prioritizing.

The submission of these priorities and the Town's final report to the Massachusetts Executive Office of Energy and Environmental Affairs (EEA) concluded an initial planning grant and solidifies our designation as an MVP Community.

New Funding

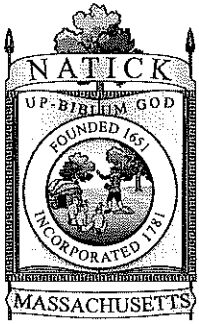
The Town applied for funding on May 18th 2018 from the EEA to advance these projects and was awarded approximately \$65,000 on June 1st 2018 to:

- Develop a low impact development bylaw;
- Produce materials for a water conservation campaign in conjunction with the launch of the new, "WaterSmart" portal; and
- Develop a tree planting plan to mitigate the effects of heat islands on public and private properties.

New Contract

Since the grant award, Town staff have requested quotes for consultant services to complete the Low Impact Development Bylaw, with the intent to include the Bylaw into the Town's Stormwater Bylaw, Zoning Bylaw and Subdivision Regulations. The scope of work closely follows the approved EEA grant scope.

With this memo, CED requests Board of Selectmen approval of a contract with Dodson/Flinker Associates to complete the specified work, as presented by Bryan LeBlanc, Procurement Officer.



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator, Operations
James Errickson, Director, Natick Community Development
Victoria Parsons, Conservation Agent

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: July 30, 2018

SUBJECT: CONTRACT AWARD

Consulting Services to Assist the Town of Natick in the Creation of Low Impact Development Regulations and the Adoption of Said Low Impact Development Regulations into the Existing Natick Zoning Bylaws

On July 9, 2018, quotes were received for consulting services to assist the Town of Natick in the creation of low impact development regulations and the adoption of said low impact development regulations into the existing Natick Zoning Bylaws. The Town solicited six (6) written quotes. (Since the amount of the procurement was anticipated to be between \$10,000 and \$50,000, a quote process was used. Unlike a bid or proposal process, formal newspaper advertisement, Goods and Services advertisement, website posting, and Town Hall posting, are not required or applicable.) The Town received four (4) written quotes in response. See attached.

The party submitting the lowest quote was Dodson & Flinker, Inc. Its quote to provide the required services was \$38,499.00, inclusive of five (5) mandatory meetings. Not used for evaluative purposes, but quoted is an additional per meeting cost of \$750.00 per meeting in excess of five (5) mandatory meetings. . We have performed due diligence and have concluded that Dodson & Flinker, Inc. is a responsible and responsive firm. We recommend that the Town award the contract to Dodson & Flinker, Inc. in accordance with its quote.

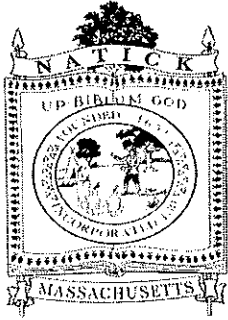
Please advise if you have any questions or require additional information.

Quotes Received: 07/09/18

Funding: \$39,053 (Massachusetts Vulnerability Preparedness Action Grant Program – Reimbursement Grant)

Account Nos. (From Arti P. Mehta, Comptroller):

"LOW IMPACT DEVELOPMENT CONSULTANT FEE	312719	521725
POSTAGE	312719	522500
EDUCATIONAL MATERIAL	312719	535010
WATER CONSERVATION CONSULTANT FEE	312819	521725
POSTAGE	312819	522500
EDUCATIONAL MATERIAL	312819	535010
TREE PLANTING PLAN CONSULTANT FEE	312919	521725
POSTAGE	312919	522500
EDUCATIONAL MATERIAL	312919	535010"



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

TO: Arti Mehta, Comptroller, Town of Natick

FROM: Victoria Parsons, Conservation Agent/General Planner

CC: Jillian Wilson-Martin, Sustainability Coordinator
Arthur Goodhind, Tree Warden and Supervisor, Land Facilities and Natural Resource
Jamie Errickson, Director of Community and Economic Development

DATE: July 16, 2018

RE: Request for Account Set Up

Please see the attached, three (3) fully executed contracts from the Baker- Polito Administration awarding the Town of Natick three grants for projects under the Massachusetts Vulnerability Preparedness Program Action Grant Program. These are reimbursement grants.

We would appreciate your help establishing three accounts – one for each of the three separate contracts – to support these projects. Please set the accounts up as follows:

Contract	Account Budget
Low Impact Development and Zoning Bylaw Inclusion	\$39,053
Water Conservation Campaign	\$16,640
Tree Planting Plan to Mitigate Heat Islands and Reduce Runoff	\$9,025

Note, each account should include an expense code for the following:

- Consultant fees
- Postage
- Production of educational materials

Thank you in advance for your help.

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (AEF), the Office of the Comptroller (COTR) and the Departmental Services Division (CSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/procurement under Guidelines For Vendors - Terms, or www.mass.gov/procurement under CSD Forms.

CONTRACTOR LEGAL NAME: Town of Natick		COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy and Environmental Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4, T&C): 11 East Central St., Natick, MA 01760		Business Mailing Address: 100 Cambridge Street - Suite 308 Boston MA 02114	
Contract Manager: Victoria Parsons, Conservation Agent & General Planner		Billing Address (if different):	
E-Mail: vparsons@natickma.org		Contract Manager: Kathleen Theoharides	
Phone: 508-647-8953		E-Mail: Kathleen.Theoharides@MassMail.State.MA.US	
Contractor Vendor Code: VL 600019700		Phone: 617-626-1144	
Vendor Code Address ID (e.g. "AD001"): AD 001		Fax: 617-626-1181	
(Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID: CT ENV 0622180002000000 3619	
		RFI/Procurement or Other ID Number: RFR ENV 18 POL 02	
X NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Standalone Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Departmental Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Responses or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Leasehold and/or Other (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: 20____ Enter Amendment Amount: \$____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Leasehold and/or Other (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
<input type="checkbox"/> Rate Contract (No Maximum Obligation, Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract for new Total if Contract is being amended: \$39433			
PAYMENT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 15 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle ___, satisfactory legal or Ready Payments (S.L.P. 20.5.23A) ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Payment Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Low Impact Development Regulation Development and Zoning Bylaw Revision			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ___ 20___, a date <u>LATER</u> than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. may be incurred as of ___ 20___, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as reimbursement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>30 June 2019</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence: the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: <u>Melissa A. Nadeau</u> Date: <u>6/24/18</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: <u>William N. Chiois</u> Date: <u>6.28.18</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Melissa A. Nadeau</u>		Print Name: <u>William N. Chiois</u>	
Print Title: <u>Town Administrator</u>		Print Title: <u>Director of Finance</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND DBA): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (d/b/a) name; BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employees).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed in the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9s policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract; and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "exemptions" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ID; since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). (See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "exemptions" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCLST). See Vendor File and W-9s Policy.

COMPENSATION

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specify Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPDs are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option: when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performances starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c. 83, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are

appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c. 83, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered in or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat sign-off, evidence of Secretariat sign-off must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any requested documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been entered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s. 12 within (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not releasing documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 800 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



regulation including Executive Order 147; G.L. c. 29, s. 28F; G.L. c. 39, s. 39R; G.L. c. 149, s. 27C; G.L. c. 149, s. 34C; G.L. c. 149, s. 142B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 834 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human and Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth's Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject to Appropriation. Pursuant to G.L. c. 29, s. 27 and s. 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, s. 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 8.30. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws, state tax laws including but not limited to G.L. c. 62C, G.L. c. 62E, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; IR 06-11, New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (SBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements: Executive Order 11249; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and s. 68A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information

transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating laws (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance; child labor laws; AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal and State Laws and Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 USC Sec. 12101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 734, 29 USC c. 16, s. 731; 29 USC c. 14, 623; the 42 USC c. 45 (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 27A; G.L. c. 272, s. 28 and 95A, Massachusetts Constitution Article CXIV and G.L. c. 83, s. 103; 47 USC c. 3, sec. II, Part II, s. 255 (Telecommunications Act; Chapter 143, Section 105D, G.L. c. 151G, G.L. c. 272, Section 92A, Section 9B and Section 98A, and G.L. c. 111, Section 193A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD Links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 823, if qualified through the SBPP Smartbid subscription process at www.comb-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U08 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or CSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7, s. 22C, for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the

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Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place; and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance: In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HN" and "NN" and "UGS" object codes subject to G.L. Chapter 29A, § 29A). Contractors must make required disclosures as part of the RFP Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, § 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive State Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 136. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See EO 9809)(3)(1)(i), and IFC Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees by State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

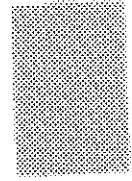
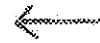
Executive Order 584. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 93A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and

penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 584 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract; and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 33 for violations under M.G.L. c. 86A; Executive Orders 523, 524, and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

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FY18 MWP Action Grant Scope - Natick Low Impact Development Regulation Development and Zoning Bylaw Inclusion						
Task Description	Deliverables	Deliverable Due Date	Invoice Due Date	Grant	Match	Total
Task 1:						
Sub-task 1.1 Municipal Working Group Meeting	Convene a Regulatory Reform working group.	8/31/2018	9/30/2018	\$4,380.00	\$888.00	\$5,268.00
Sub-task 1.2 Regulatory Diagnostic	Perform a detailed review of the Stormwater Bylaws, Zoning Bylaw, and Subdivision Rules and Regulations.	8/31/2018	9/30/2018			
Sub-task 1.3 Proposed Framework	Present contents of draft report to the Working Group. Revise existing regulatory framework.	9/30/2018	10/31/2018	\$4,150.00	\$922.00	\$5,072.00
				\$1,880.00	\$612.00	\$4,492.00
Task 2:						
Sub-task 2.1 Stormwater Bylaw	Perform edits to the Stormwater Bylaw and submit to Conservation Commission and Working Group for review.	12/31/2018	1/31/2019			
Sub-task 2.2 Subdivision Rules and Regulations	Perform edits to the Subdivision Rules and Regulations and submit to the Planning Board and Working Group.	3/31/2019	4/30/2019	\$8,025.00	\$2,075.00	\$10,100.00
Sub-task 2.3 Zoning Bylaw	Perform edits to the Zoning Bylaw and submit to the Planning Board.	5/31/2019	6/30/2019	\$10,350.00	\$2,220.00	\$12,570.00
Sub-task 2.4 Bylaw Adoption	Attend and support all hearings associated with the adoption of	6/30/2018	6/30/2018	\$8,228.00	\$2,220.00	\$10,448.00
	Pending Town Meeting schedule, adoption of updated language. Memo on			\$0.00	\$4,085.00	\$4,085.00
TOTAL PROJECT COST				\$29,063.00	\$13,021.00	\$52,074.00



Scope of Services
FY18 EEA Municipal Vulnerability Preparedness Program – Action Grant
Town of Natick
June 25, 2018

Contractor

Victoria Parsons
13 East Central St.
Natick, MA 01760
508-647-6452
vparsons@natickma.org

FY18 – \$23,432
FY19 – \$15,621

Project Title

Low Impact Development Regulation Development and Zoning Bylaw Inclusion

Summary:

The Town of Natick is seeking to update its current regulations to incorporate as many of the MassAudubon LID Zoning Bylaw suggestions in order to create more LID rich zoning bylaws fit for the Town of Natick. The Town will hire a consultant to review and analyze the feasibility for the suggested opportunities for LID inclusion into Zoning Bylaws, and drafts subsequent Bylaw modifications.

Scope

The tasks described in the attached scope table (and Municipal Vulnerability Preparedness Program . Action Grant proposal) will be performed under this contract according to the agreed upon schedule and budget.

Reimbursement

To receive grant funding, the applicant must have agreed to the fiscal requirements of the program by providing a statement from the authorized signatory of the organization acknowledging and accepting the following:

- Matching funds, in cash and/or in-kind, must total at least 25% of the total project cost.
- Grant funding is provided according to the scope of work and contract. Initial advanced payments and subsequent reimbursements require completion of deliverables. No payments will be made for Massachusetts sales tax.
- Work done prior to the project start date (the date issued and signed by the Commonwealth's Department Authorized Signatory) shall NOT be reimbursed.
- No funds will be granted for work performed after *June 30, 2019*. Requests for reimbursement will NOT be accepted after *July 31, 2019*.

FINAL

Once tasks are completed and deliverables have been submitted to, reviewed and approved by EEA, the contractor must submit a package containing the following items:

1. A letter (on city or town letterhead) from the contractor with the contractor's authorized signatory documenting expenditure of advanced payment or requesting reimbursement.
2. All relevant invoices, including those from subcontractors. Invoices must itemize costs consistent with the agreed upon scope of work. Invoices must demonstrate sufficient information for EEA to determine that the services were performed and/or products were received, and that the invoiced items meet all contractual performance requirements.
3. A detailed breakdown of the required match for the task. For in-kind services, include sufficient details to demonstrate the total amounts of match contributed, and as appropriate, a list of personnel, hours worked, hourly rates, etc.

Reimbursement packages should be submitted according to the above schedule, and reflect work performed according to the schedule of deliverables included in the project budget. Reimbursement is generally made within 45 days subsequent to approval of a reimbursement package.

EEA will retain a minimum of ten percent (10%) of the total maximum obligation of funds until all contract provisions are satisfied and final reports and other products are delivered and accepted.

Progress Reporting

To help EEA stay current on work being conducted over the course of the project, It is expected that the Contractor will submit a brief monthly progress report describing:

- Significant activities that have occurred to show progress toward deliverables
- Whether a change in schedule or scope of work is anticipated
- Whether costs are anticipated to be overrun or underrun
- If additional assistance from EEA or partners is needed
- Invoices for work completed to date

MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Procurement Process – Consulting Services to Assist the Town of Natick in the Creation of Low Impact Development Regulations and the Adoption of Said Low Impact Development Regulations into the Existing Natick Zoning Bylaws

Date: July 12, 2018

In July, 2018, I received a procurement request for consulting services to assist the Town of Natick in the creation of low impact development regulations and the adoption of said low impact development regulations into the existing Natick Zoning Bylaws.

The requisite statutory reference governing procurements of non-exempt services estimated to cost between \$10,000 and \$50,000 is found in M.G.L. c. 30B, §4, which provides in relevant part:

(a) Except as permitted pursuant to this section and section 7, for the procurement of a supply or service in the amount of \$10,000 or greater, but not more than \$50,000, a procurement officer shall seek written quotations from no fewer than 3 persons customarily providing the supply or service. The procurement officer shall record: (1) the names and addresses of all person from whom quotations were sought, (2) the purchase description used for the procurement, (3) the names of the persons submitting quotations and (4) the date and amount of each quotation. Such information shall be retained in the file required pursuant to section 3. A governmental body may require that any procurement in an amount of not more than \$50,000 be subject to section 5.

(b) The procurement officer shall award the contract to the responsible person offering the needed quality of supply or service at the lowest quotation.

WRITTEN PURCHASE DESCRIPTION:

Victoria Parsons, the Town's Conservation Agent, furnished the following scope of services:

II. BACKGROUND

The Town is soliciting Quotes from qualified firms or individuals for the procurement of consulting services to assist the Town of Natick in the creation of Low Impact Development

Regulations and the adoption of said Low Impact Development Regulations into the existing Zoning Bylaws (the "Project").

The Town is soliciting Quotes from qualified firms or individuals for the procurement of consulting services to assist the Town of Natick in the creation of Low Impact Development Regulations and the adoption of said Low Impact Development Regulations into the existing Zoning Bylaws (the "Project").

A. Scope of Services

The Town seeks to procure services from a qualified firm, with at least five (5) years of municipal consulting experience with specific experience in zoning and low impact development regulation development, to serve as a Low Impact Development Regulations Development consultant.

Background

The Baker-Polito Administration has awarded the Town of Natick a FY 2019 Massachusetts Municipal Vulnerability Program Action Grant in an effort to prepare for climate change and build resilience.

Through funding by the Foundation for MetroWest, Mass Audubon's Shaping the Future of Your Community Program offered technical assistance to the Town of Natick in 2016 to review existing bylaws and regulations and encourage permitting of nature-based solutions. They provided an analysis of Natick's existing regulations against best practices and recommendations which offer the foundation for the bylaw changes we seek to develop with the support of this grant. Please see the document that resulted from this process in Appendix A, as it will be a key resource for this project.

The Mass Audubon analysis identified opportunities with the larger zoning bylaw, site plan review (SPR), subdivision rules and regulations, and stormwater management bylaw and regulations. It found that, overall, the Town's existing bylaws and regulations currently hint at Low Impact Development practices in many places, but offer few standards, confusing guidance and challenging cross-references. For example, Natick currently has five different cluster bylaws. Some outline minimum parcel size and some outline different residential areas, but overall there are very few differences between them. The existing cluster bylaws also leave the burden of proof to the developer to explain why a cluster development is superior to the conventional design and require extra steps. Currently, these bylaws are not by right and do not follow the Open Space Residential Design (OSRD) four step process that identifies and protects critical natural resources.

The aim of this project is to further refine Natick's bylaws and regulations to streamline the process for developers and incorporate best practices that: minimize the alteration of natural

green infrastructure such as forests; reduce creation of impervious surfaces; support retention of naturally vegetated buffers along wetlands and waterways; minimize grading and alterations to natural flow patterns; and support the use of clearly defined LID techniques as the preferred, most easily permitted methods for managing stormwater. This would also offer Natick more options in terms of sustainable housing developments. Additionally, the cluster bylaws themselves need updating to reflect the main points of the state's model Natural Resource Protection Zoning (NRPZ) bylaw. With these gaps in mind, the expectation is that the consultant's work will, at a minimum, result in the adoption of LID-focused revisions to the following:

- *Stormwater Bylaw*
- *Subdivision Rules and Regulations*
- *Cluster Bylaws*
- *Zoning Bylaw*

To support these efforts, the consultant should plan to, at a minimum, use NOAA data, the state's model NRPZ bylaw, the OSRD four step process that identifies and protects critical natural resources, as well as all other applicable up-to-date climate change data, to inform and educate necessary regulation updates. As mentioned above and included in Appendix A and B, Greening Your Community Cost-Effective LID Solutions and Modest Revision Residential Cluster Development and Natick Zoning By-Law Revised Intensity of Use Table working documents respectively are available resources.

It will also be important that proposed revisions tie into and be complementary to existing regulatory and planning documentation. For example, Natick is currently going through the Master Plan 2030 process and this document has several LID oriented goals outlined in the Land Use, Zoning and Open Space Sections. In addition, Natick's Community and Economic Development Office staff have already begun to incorporate these ideas into its thinking, and has discussed working with the Planning Board to establish some LID guidelines for evaluating future development. The Town currently has a working document incorporating some of the LID principals into a Draft Cluster Development Revision (see Appendix B for this working document).

Consultant Responsibilities

Asterisked items denote specific information the Town of Natick expects to receive with your response.

Task 1. Municipal Working Group

With guidance from The Successful Quoting Party (SQP), municipal planning staff will convene a LID Working Group to serve as a resource to the project for review of LID regulatory concepts and draft materials. Municipal staff members who serve as part of administration, enforcement, and maintenance related to stormwater management and roadways will be particularly important members in this group. Stakeholders to be involved should include, but not be limited to: Sustainability Committee, Open Space Advisory Committee, Stormwater Committee, Building Department, Department of Public Works, Finance Committee, Planning Board, Conservation Commission and Natick's development community.

SQP will facilitate a Working Group kick-off meeting to discuss the planning performed to-date in Natick and the hopes/concerns of key stakeholders relative to implementing Low Impact Development (LID) measures throughout local regulations, and will collaborate with the Working Group throughout the development process via in-person and phone meetings.

*The SQP should provide an outline of how it will engage with this Working Group and all stakeholders throughout the development process with its response.**

Task 2. Regulatory Diagnostic

Using the Mass Audubon work, existing Planning Department cluster bylaw working documentation and other available applicable documentation as a starting point, the SQP will review the Stormwater Bylaw, Zoning Bylaw, and Subdivision Rules and Regulations.

Areas of particular interest include:

- The different review thresholds and processes for various permits in the community and how these different permit review processes fit together.*

- *Specific areas where better stormwater management, impervious cover reduction, flood control, BMP selection, site design and other development techniques could be implemented towards a more low-impact approach.*
- *Specific policy decisions the Town needs to make relative to LID implementation that will serve as determinants for the regulations moving forward.*

Task 3. Proposed Framework

The SQP will work with the Working Group to discuss findings, create revisions and present a method of moving what will be the proposed regulatory framework revisions forward. This will be available to the Working Group in report form.*

*SQP will provide a schedule of work and when key milestones will be completed as part of its response.**

*SQP will outline the means and methods of how they will present stakeholders the anticipated impacts these regulatory changes will have on the community and staff as part of its response.**

Task 4. Stormwater Bylaw

SQP will perform edits to the Stormwater Bylaw and work with the Working Group, Conservation Agent and Conservation Commission for regulatory review. SQP will provide revisions as directed by the Conservation Commission.

Task 5. Subdivision Rules and Regulations

SQP will perform edits to the Subdivision Rules and Regulations and work with the Working Group to engage key stakeholders for regulatory review. SQP will provide revisions as directed by the Working Group.

Task 6. Zoning Bylaw

SQP will perform edits to the Zoning Bylaw and work with the Working Group to engage key stakeholders for regulatory review. SQP will provide revisions as directed by the Working Group.

Task 7. Meeting Attendance

Municipal planning staff will attend and support all applicable municipal board and commission hearings associated with the review of regulatory changes. The SQP will attend a minimum of 5 meetings with various stakeholders outside of the Working Group to provide necessary technical expertise. The SQP will also be available to perform subsequent edits and revisions to the work product, answer applicable questions and provide clarification regarding the work product as needed prior to adoption. The target date for the first Planning Board public hearing to review applicable revisions is early Spring of 2019. SQP will also provide a minimum of 1 community engagement meeting for the public.

*SQP will provide a per-meeting cost breakdown within the response.**

*SQP invoices must demonstrate sufficient information showing the services were performed and/or products were received with respect to meeting all scope and performance requirements. Please see attached state deliverables-Appendix C.**

Duration: As scheduled across the project. Total project duration is approximately 12 months. Per the grant guidance, it must be complete by June 31, 2019. Town staff will coordinate the final adoption of these regulations which require Town Meeting approval.

The successful quoting party shall agree to carry to abide by the terms and conditions of the attached contract.

SOLICITED FIRMS:

On July 2, 2018, I used the Request for Quotes and its purchase description to solicit six (6) entities for written quotes. Firms solicited for written quotes, at the emails shown below, were:

1. Weston and Sampson
5 Centennial Drive
Peabody, MA 01960
Eugene (Gene) R. Bolinger, RLA, Vice President
bolingee@wseinc.com
857.415.3884
2. Geosyntec Consultants
1330 Beacon Street, #317
Brookline, MA 02446
Andrea Braga, PE, CPESC, Principal
ABraga@geosyntec.com
617.992.9059
3. Barrett Planning Group LLC
843 Franklin Street
P.O. Box 2730
Duxbury, Massachusetts 02331
Judi Barrett
judi@barrettplanningllc.com
781.206.6045
4. FAICP Consulting
151 Tremont Street, Suite 23A
Boston, MA 02111
Bob Mitchell

MitchellFAICP@gmail.com
617.512.9751

5. Dodson & Flinker
40 Main Street, #101
Northampton, MA 01062
Peter Flinker
peter@dodsonflinker.com
413.628.4496
6. Horsley Witten Group
90 Route 6A, Unit 1
Sandwich, MA 02563
Nate Kelly
nkelly@horsleywitten.com
508.833.6600

Quotes were ultimately due no later than 11:00 A.M. local time on July 12, 2018.

We solicited a basic price for all services for a comparative award basis. We also received prices for a per meeting cost (in excess of the required five (5) meetings. Five (5) meetings were included in basic services at no cost.) This latter number, we noted, would not be used as a basis for award.

**DATED WRITTEN QUOTES RECEIVED/PARTIES SUBMITTING
QUOTES/AMOUNT OF EACH QUOTATION:**

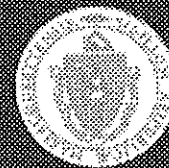
1. On July 10, 2018, Horsley Witten Group, at the above address, submitted a quote of thirty-nine thousand fifty-three dollars and zero cents (\$39,053.00) to perform the required services. It also submitted a price per meeting of five hundred dollars and zero cents (\$500.00) per meeting to attend each meeting in excess of the required five (5) meetings.
2. On July 11, 2018, Geosyntec Consultants, at the above address, submitted a quote of thirty-nine thousand dollars and zero cents (\$39,000.00) to perform the required services. It also submitted a price per meeting of two thousand one hundred dollars and zero cents (\$2,100.00) per meeting to attend each meeting in excess of the required five (5) meetings.

3. On July 12, 2018, Weston and Sampson, at the above address, submitted a quote of thirty-nine thousand fifty-three dollars and zero cents (\$39,053.00) to perform the required services. It also submitted a price per meeting of zero dollars and zero cents (\$0.00) per meeting to attend each meeting in excess of the required five (5) meetings.
4. On July 12, 2018, Dodson Flinker, at the above address, submitted a quote of thirty-eight thousand four hundred ninety-nine dollars and zero cents (\$38,499.00) to perform the required services. It also submitted a price per meeting of seven hundred fifty dollars and zero cents (\$750.00) per meeting to attend each meeting in excess of the required five (5) meetings.

Barrett Planning Group LLC and FAICP Consulting did not quote by the above due date and time.



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 043477432

[Request certificate](#)

[New search](#)

Summary for: DODSON & FLINKER, INC.

The exact name of the Domestic Profit Corporation: DODSON & FLINKER, INC.		
The name was changed from: DODSON ASSOCIATES, LTD. on 01-17-2012		
Entity type: Domestic Profit Corporation		
Identification Number: 043477432		Old ID Number: 000666022
Date of Organization in Massachusetts: 07-07-1999		
Last date certain:		
Current Fiscal Month/Day: 12/31		Previous Fiscal Month/Day: 12/31
The location of the Principal Office:		
Address: 40 MAIN STREET SUITE 101		
City or town, State, Zip code, FLORENCE, MA 01062 USA		
Country:		
The name and address of the Registered Agent:		
Name: PETER FLINKER		
Address: 40 MAIN STREET		
City or town, State, Zip code, FLORENCE, MA 01062 USA		
Country:		
The Officers and Directors of the Corporation:		
Title	Individual Name	Address
PRESIDENT	PETER A FLINKER	502 HAYDENVILLE ROAD LEEDS, MA 01053 USA
TREASURER	PETER A FLINKER	502 HAYDENVILLE RD. LEEDS, MA 01053 USA
SECRETARY	PETER A FLINKER	502 HAYDENVILLE ROAD LEEDS, MA 01053 USA
VICE PRESIDENT	PETER A FLINKER	502 HAYDENVILLE RD. LEEDS, MA 01053 USA
DIRECTOR	PETER A FLINKER	502 HAYDENVILLE RD. LEEDS, MA 01053 USA
Business entity stock is publicly traded: <input type="checkbox"/>		

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CWP	\$ 1.00	125,000	\$ 125000.00	85,000
CWP	\$ 1.00	75,000	\$ 75000.00	50,000



Consent

Confidential
DataMerger
Allowed

Manufacturing

View filings for this business entity:

ALL FILINGS
 Administrative Dissolution
 Annual Report
 Application For Revival
 Articles of Amendment
 Articles of Certificate of Incorporation

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2018

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 Berkshire Insurance Group, Inc. 117 Main St. Greenfield MA 01301		CONTACT NAME: Maureen Cormier PHONE (A/C, No, Ext): (413)773-9813 FAX (A/C, No): (413)774-3872 E-MAIL: mcormier@berkshireinsurancegroup.com	
INSURED DODSON & FLINKER INC 40 MAIN ST FLORENCE MA 01062-1492		INSURER(S) AFFORDING COVERAGE INSURER A: Main Street America Assurance Company NAIC # 29939 INSURER B: NCM Insurance Company 14786 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** GL, Auto, WC, UM **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	ADD'L SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BPF26298	01/24/2018	01/24/2019	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (See endorsement) \$ 500,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Employment Practices \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY LEASED AUTOS ONLY OTHER AUTOS ONLY			BPF26298	01/24/2018	01/24/2018	COMBINED SINGLE LIMIT (See endorsement) \$ 1,000,000
			BOODLY INJURY (Per person) \$				
			BOODLY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB			CUF26298	07/20/2018	01/24/2019	EACH OCCURRENCE \$ 2,000,000
			AGGREGATE \$ 2,000,000				
			\$				
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCF26298	01/13/2018	01/13/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
			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)

Town of Natick is an Additional Insured per form BP 04 52 01 06 Additional Insured-State of Political Subdivisions-Permits, with regards to operations performed by the Named Insured or on behalf of the Named Insured for which the state or political subdivision has issued a permit. A 30 day notice of cancellation applies to Town of Natick per BPM 2107 0116 for cancellations or non-renewals initiated by the insurance company, other than for non-payment of premium.

CERTIFICATE HOLDER

Town of Natick
75 West Street

Natick

MA 01760

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

G. J. M. D. P.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2018

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 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 CorRisk Solutions 225 W. Washington St. Suite 1560 Chicago, IL 60606	CONTACT NAME: Karen Bronson	
	PHONE (A/C, No, Ext): 312-637-5755 FAX (A/C, No, Ext):	
	E-MAIL ADDRESS: kbronson@corriskolutions.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: New Hampshire Insurance Company	23841
INSURED Dodson & Flinker, Inc. 40 Main Street Suite 1A & 1B Florence, MA 01062	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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			DOES NOT APPLY			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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			DOES NOT APPLY			EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/>	N/A		DOES NOT APPLY			WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			064989915-02	08/18/17	08/18/18	Per Occurrence: \$2,000,000 Annual Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)**CERTIFICATE HOLDER****CANCELLATION**

Town of Natick
75 West 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF
CONSULTING SERVICES TO ASSIST THE TOWN OF NATICK IN THE
CREATION OF LOW IMPACT DEVELOPMENT REGULATIONS AND THE
ADOPTION OF SAID LOW IMPACT DEVELOPMENT REGULATIONS INTO
THE EXISTING NATICK ZONING BYLAWS

This Contract is made as of this sixth day of August, 2018, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town"), and Dodson & Flinker, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 40 Main Street, Suite 101, Florence, MA 01062 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, regarding the subject matter of this contract, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide consulting services to assist the Town of Natick in the creation of low impact development regulations and the adoption of said low impact development regulations into the existing Natick Zoning Bylaws, as described in the Request for Quotes for Consulting Services to Assist the Town of Natick in the Creation of Low Impact Development Regulations into the Existing Natick Zoning Bylaws ("RFQ"), which is attached hereto and incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendering of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall end one (1) year later. In the sole discretion of the Town, the term of this Contract may be extended for one (1) or two (2) one (1)-year renewal periods.

4. Incorporation of the RFQ/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor's Quote are incorporated herein by reference. In the event of any conflict among the Contract Documents, the

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF
CONSULTING SERVICES TO ASSIST THE TOWN OF NATICK IN THE
CREATION OF LOW IMPACT DEVELOPMENT REGULATIONS AND THE
ADOPTION OF SAID LOW IMPACT DEVELOPMENT REGULATIONS INTO
THE EXISTING NATICK ZONING BYLAWS

Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFQ (if any)
Fourth Priority:	RFQ
Fifth Priority:	Contractor's Quote.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Quote, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify all services rendered.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFQ, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town, Massachusetts and its officers, employees, boards, commissions, committees,

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agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. **Warranty**

DELETED – NOT APPLICABLE.

7. **Compliance with Laws**

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. **Insurance**

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

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- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance, \$1,000,000 each occurrence/\$2,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:

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- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

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By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of the RFQ and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled and/or Mood Alerting Substances Prohibited

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

16. No Smoking

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

17. Criminal Background Screening

For each employee of the Contractor who is rendering services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

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

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition

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under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.

- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages, from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, each notice required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

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If to the Town: Melissa A. Malone
 Natick Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With a copy to: Karis L. North, Esq.
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor: Dodson & Flinker, Inc.
 40 Main Street
 Suite 101
 Florence, MA 01062.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

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- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Quote was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Quote documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

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- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall

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not be employed in construing provisions of this Contract.

- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

(The remainder of this page is left intentionally blank.)

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The Town of Natick, Massachusetts

Dodson & Flinker, Inc.

by: the Natick Board of Selectmen

by:

Amy K. Mistrot, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.

Dated: _____

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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Title)

(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

**TOWN OF NATICK
QUOTE FORM**

The undersigned Quoting party hereby submits a quote for the procurement of consulting services to assist the Town of Natick in the creation of Low Impact Development Regulations and the adoption of said Low Impact Development Regulations into the existing Zoning Bylaws

The undersigned Quoting party acknowledges addenda numbered 1 (list all addenda, i.e., 1, 2, 3, etc.)

Printed Name of Quoting party:

Dodson & Flinker, Inc.

Address: 40 Main Street, Suite 101

Florence, MA 01062

Thirty-eight thousand, four hundred ninety-nine dollars and no cents

Total lump sum fee: 38,499 dollars and 00 cents (Write out in both words and numbers.) (INCLUDES ATTENDANCE AT FIVE (5) MEETINGS).

COST PER MEETING AFTER FIVE (5) MEETINGS INCLUDED

Seven hundred fifty dollars and no cents

ABOVE. 750 dollars and 00 cents - NOTE WILL NOT BE USED

AS A BASIS OF AWARD.

The undersigned certifies, under penalties of perjury, that this Quote has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

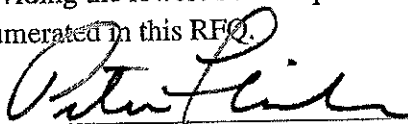
Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Quoting party named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

The Quoting party has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Quoting party, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Quoting party. No person, corporation, or other entity, other than a bona fide full time employee of the Quoting party has been retained or hired to solicit for or in any way assist the Quoting party in obtaining a Contract pursuant to this RFQ upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Quoting party. The Quoting party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Quotes. The Quoting party understands that the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

The Quoting party hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Quoting party also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Quotes.

The Quoting party hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Quoting party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

The Town intends to award one (1) contract, if at all, to the responsible and responsive party providing the lowest overall quote to provide the services (including attendance at five (5) meetings) enumerated in this RFQ.



Authorized Signature

Peter Flinker, President

Printed Name

Dodson & Flinker, Inc.

Printed Title President

Date July 12, 2018

Full Legal Name Dodson & Flinker, Inc.

Officers of Corporation and Addresses

Peter Flinker, President and sole shareholder

40 Main Street, Suite 101

Florence, MA 01062

State of Incorporation Massachusetts

Principal Place of Business 40 Main Street, Suite 101

Florence, MA 01062

Tel. (413) 628-4496 ext. 103

Qualified in Massachusetts Yes X No

Principal Place of Business in MA 40 Main St. Suite 101

Florence, MA 01062

DODSON & FLINKER

Landscape Architecture and Planning

July 11, 2018

Bryan R. Le Blanc
Procurement Officer
Natick Department of Public Works Building
75 West Street, Second Floor
Natick, MA 01760

Dear Mr. Le Blanc,

Dodson & Flinker is pleased to submit this proposal for consulting services to *Assist the Town of Natick in the Creation of Low Impact Development Regulations and the Adoption of Said Low Impact Development Regulations into the Existing Natick Zoning Bylaws*. I will serve as Principal-in-charge for the project, supported by Project Manager Dillon Sussman and associates Nate Burgess and Dan Shaw. Dodson & Flinker has more than three decades of experience helping New England towns redesign their zoning and development regulations to allow for needed growth while protecting historic character and sense of place. We have worked with the Metropolitan Area Planning Council to draft model regulations for Open Space Residential Design, helped the Town of Wellesley draw up a Natural Resource Protection Zoning bylaw, and literally wrote the book on Conservation Development for the State of Rhode Island. We are also experts in the design and implementation of Low Impact Development strategies (LID), with projects ranging from educational manuals to design and construction of rain gardens, parking lot infiltration planters and other stormwater best management practices.

As you will see in the following proposal, we have developed an approach that closely follows your proposed work plan. It includes an interactive, stakeholder-driven planning process where those who will have to work most closely with the regulations will be directly involved in creating them. The process will revolve around meetings of a Working Group that will help us evaluate the current zoning and development regulations, test a variety of alternatives, and craft new regulations that are customized to fit Natick's unique situation.

Resumes and other information about our firm are appended to this proposal. We also have a website, www.dodsonflinker.com, with additional firm and project descriptions. Please let me know if you have any questions about our proposal. I look forward to speaking with you further about this exciting project.

Sincerely,



Peter Flinker, Principal
Dodson & Flinker, Inc.
40 Main Street, Suite 101
Florence, MA 01062

(413) 628-4496 ext. 103
peter@dodsonflinker.com

Scope of Work

Building on previous work by Mass Audubon and Natick's Community Development Department, Dodson & Flinker will prepare and implement revisions to Natick's Stormwater Bylaw, Zoning Bylaw and Subdivision Rules and Regulations that meet the following goals:

- Encouraging the use of nature-based solutions to stormwater management.
- Creating clear and consistent standards for Low Impact Development across all bylaws and regulations.
- Updating the Town's current cluster bylaws to align with the principles and practices of Open Space Residential Design and the State's model Natural Resource Protection Zoning.
- Streamlining the permitting process and encouraging the use of LID best practices.
- Working with zoning and development regulations to build resilience in the face of climate change and resulting environmental challenges.

As described in the following scope of services, Dodson & Flinker will provide all of the services and products listed in the RFQ. In addition, as described below we suggest certain additions and modifications to the scope that we believe will enhance the process of discussion and consensus-building that will be critically important to the success of the project.

Task1: Analysis and Assessment

Subtask 1.1 Municipal Working Group

Dodson & Flinker will work with Natick's planning staff to convene a LID Working Group to serve as a resource to the project team in review of LID regulatory concepts and draft materials. The make-up of the working groups should include town staff who serve in the administration, enforcement and maintenance of roadways, stormwater facilities and infrastructure, as well as those responsible for town-wide planning, conservation and economic development. This should start with:

- Sustainability Committee
- Open Space Advisory Committee
- Building Department
- Department of Public Works
- Finance Committee
- Planning Board

- Conservation Commission
- Engineers and Landscape Architects
- Developers and Builders

Dodson & Flinker will work with the planning staff to design, schedule and implement a series of Working Group meetings. To make the best use of everyone's time we generally try to limit a working group process to four or five monthly meetings, with a clear goal and product for each one. Mid-way through the process and again at the end we suggest larger public workshops to present the results of the Working Group process and seek feedback from the town at large. The entire process will be designed to achieve a broad consensus among town staff, key stakeholders and the general public in support of the revised zoning and regulations:

Meeting #1: Kick-off to discussed planning performed to date and hopes/concerns of key stakeholders related to Low Impact Development regulations, cluster zoning, and other issues.

Meeting #2: Review and discussion of existing regulations, evaluation of recommendations from Mass Audubon Study, and presentation of the consulting team's review of the situation. Presentation and discussion of best practices and case studies describing what other towns have done.

Meeting #3: Presentation and discussion of a proposed framework for zoning and regulations.

Meeting # 4: Presentation and feedback on draft edits to the stormwater bylaw, subdivision regulations and zoning bylaw.

Meeting #5: Presentation and review of revised zoning and regulations.

Subtask 1.2: Regulatory Diagnostic

Dodson & Flinker will use the Mass Audubon report, the Planning Department's working cluster bylaw and other applicable documentation as a starting point in reviewing the Stormwater Bylaw, Zoning Bylaw and Subdivision Rules & Regulations. This review will range from planning and policy to an outline of specific review thresholds and needed BMPs. This will include:

- Understanding the planning context, and level of support for LID, Cluster zoning and other techniques with the Town's Master Plan and Open Space & Recreation Plan.
- Understanding current Town policies and policy decisions the Town should consider in order to implement LID and other regulations.
- Understanding the permitting and review process, review thresholds and how various permit reviews fit together.
- Understanding current development regulations impacting stormwater management and site planning, and identifying opportunities for more up-to-date BMP selection, site design and construction practices.

Subtask 1.3: Proposed Framework

Based on discussions with the Working Group and Town Staff, and our own assessment of current regulations, Dodson & Flinker will draw up a proposed regulatory framework to guide revisions going forward. Together with the Regulatory Diagnostic, this will be combined into an illustrated report to the Working Group. In addition to presenting recommended policies, zoning strategies and specific BMPs, the report will clearly describe the anticipated impacts these regulatory changes will have on the community and the staff. This will include an evaluation matrix describing the costs (including time demands on staff, applicants and board members) and benefits of each potential change. It will also include case studies and examples from other towns that will help the Working Group and Town Staff understand how each alternative works in practice.

Task 2: Edits to Bylaws and Regulations

Task 2.1: Stormwater Bylaw

Dodson & Flinker will perform edits to the Stormwater Bylaw and coordinate review with the Working Group, Conservation Agent and Conservation Commission. We will provide revisions as directed by the Conservation Commission.

Task 2.2: Subdivision Rules and Regulations

Dodson & Flinker will perform edits to the Subdivision Rules and Regulations and work with the Working Group to engage key stakeholders for regulatory review. We will provide revisions as directed by the Working Group.

Task 2.3: Zoning Bylaw

Dodson & Flinker will perform edits to the Zoning Bylaw and work with the Working Group to engage key stakeholders for regulatory review. We will provide revisions as directed by the Working Group.

Task 2.4: Meeting Attendance & Bylaw Adoption

As described under Task 1 above, Dodson & Flinker will attend and facilitate up to 5 meetings of the Working Group. In addition, we will attend a minimum of 5 additional meetings with various stakeholders outside of the Working Group to provide necessary technical expertise. In order to introduce the recommended changes to the public and gain necessary feedback, we will also provide a minimum of 1 community engagement meeting for the general public.

As the process moves forward, Dodson & Flinker will also be available to perform subsequent edits and revision to the work product, answer applicable questions and provide clarification regarding the work product as needed prior to adoption.

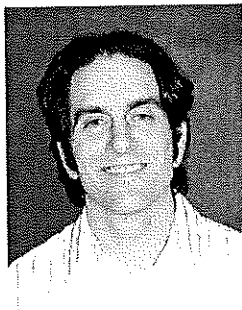
Project Team

The Natick Low Impact Development Regulations Project will benefit from Dodson & Flinker's experience in planning, design and visualization, combined with public facilitation and consensus building skills and a deep understanding of social, economic and environmental sustainability and resilience strategies. Our in-house team will be led by a principal with decades of experience wrestling with these issues, supported by a new generation of professionals with particular strengths in resilience, low impact development and green infrastructure strategies. Together we represent a unique combination of practical know-how and creative vision, as well as both local knowledge and national experience.



Peter Flinker, who will serve as principal-in-charge, joined Dodson Associates (now Dodson & Flinker) in 1987 after receiving a Masters in Landscape Architecture from the University of Massachusetts, and became a principal of the firm in 1999. He is both a registered Landscape Architect and a Certified Planner, with advanced AICP certifications in both Environmental Planning and Urban Design. He has recently been named a Fellow of the American Society of Landscape Architects. In his years at the firm he has served as principal and project manager for dozens of projects, with a special focus on community planning. As an author and illustrator, he has prepared numerous publications designed to help both professionals and laypeople understand complex planning and design concepts.

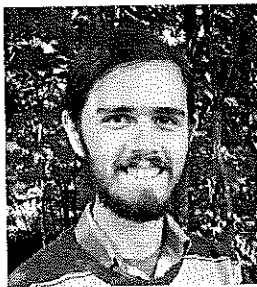
Peter has a particular interest in helping towns understand how their zoning and other regulations affect the course of future development- and how they might be changed to increase resilience in the face of a changing environment. He has authored numerous publications on the subjects of Smart Growth and Low Impact Development, including South Kingstown Residential Design Manual (1997), the South County Design Manual (2001), the Conservation Development Manual (2003), Urban Environmental Design Manual (2005) and numerous projects for individual cities and towns. He recently authored the Village Guidance Manual for the State of Rhode Island, a comprehensive guide to revitalizing historic villages and developing new villages as an alternative to continued suburban sprawl.



Dillon Sussman joined Dodson & Flinker in 2018, following more than ten years work as a planner in both public and private sectors. He will serve as project manager for the project, and will be responsible for day to day coordination and completion of major work products. Dillon has managed a wide range of projects, most recently as a senior planner with the Pioneer Valley Planning Commission. He has specific expertise in physical planning and urban design, site design, bicycle and pedestrian planning, regulations, zoning and form-based codes, and is an experienced facilitator. In addition, Dillon brings unique skills in graphic design and communications earned from an earlier career in media production and graphic design.



Nate Burgess graduated from the University of Virginia in 2013 with a Master's degree in landscape architecture, and brings to the firm exceptional technical skill in Geographic Information Systems, CAD and three-dimensional visualization. In addition to receiving fellowships, scholarships and awards as a Masters Candidate, he has published multiple articles on the subject of adapting to climate change in coastal regions, building on an undergraduate degree in geology from the College of William and Mary. Prior to moving to the Pioneer Valley of Western Massachusetts, he worked in Washington DC as a trainee with the National Park Service's Historic American Landscape Survey, documenting the historic Wood National Cemetery in Milwaukee, WI.



Dan Shaw joined Dodson & Flinker in 2015, after two years working as an associate with Seattle landscape architect J. A Brennan. A native of Sutton, MA, he received a bachelor's degree in Landscape Architecture at the University of Massachusetts and went on to earn a Master's in Landscape Architecture at the University of Washington. He has travelled widely in Europe and the Americas, and brings to every project an understanding of how the design of public spaces, green infrastructure and the built environment can promote public health, economic viability and ecological restoration.

Project Schedule

Dodson & Flinker will start the project in August 2018. The Working Group process will begin as soon as possible in September, ideally with additional meetings in October and November to review the regulatory diagnostic and regulatory framework. Over the holidays and into early 2019 we will prepare draft edits to the Stormwater Bylaw, Subdivision Rules & Regulations and Zoning Bylaw and review them with the Working Group at additional monthly meetings in January and February. By March will be working with Town staff to vet the recommendations with various stakeholders and prepare a final draft of proposed changes for presentation at a public hearing in early Spring of 2019. All work will be completed and products submitted and approved by June 31, 2019.

References

Meghan Jop

Deputy Director, Town of Wellesley
525 Washington St
Wellesley, MA 02482
Tel: 781.431.1019 Ext. 2201
Email: mjop@wellesleyma.gov

Projects:

- Wellesley North 40 Future Land Use Visioning
- Wellesley Natural Resource Protection Zoning bylaw

Scott Millar

Senior Policy Analyst
Grow Smart Rhode Island
(formerly with Rhode Island Dept. of Environmental Management)
Phone: (401) 273-5711 ext. 6.
smillar@growsmartri.com

Projects:

- Village Guidance Manual: Tools and Techniques for Rhode Island Communities
- Rhode Island Greenspace Program
- Urban Environmental Design Manual
- Rural Design Manual
- Conservation Development Manual

Michelle Collette

Groton Town Planner
Town Hall, 173 Main Street
Groton, MA 01450
(978) 448-1105
Email: mcollette@townofgroton.org

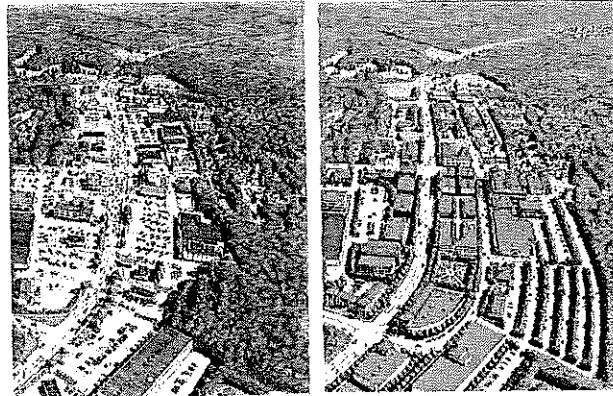
Projects:

- Station Avenue Visioning
- Groton Masterplan
- Groton Center Visioning and Design Guidelines

DODSON & FLINKER

Planning and Design for People and the Environment

Dodson & Flinker is a landscape architecture and planning firm that helped create the Smart Growth movement twenty-five years ago, and continues to develop cutting edge strategies for sustainable design and urban redevelopment. The firm pioneered the use of site planning and design principles based on historic precedents and environmental sustainability to blend new development with local architectural patterns and cultural traditions. This work has earned Dodson & Flinker national awards for projects ranging from regional planning to urban and suburban revitalization, Smart Growth and sustainability.



Before After
New York Regional Design Program

Dodson & Flinker has developed a national reputation for innovation in site planning and design based on local traditions and environmental principles. The firm is committed to balancing conservation and development through the creative application of sound planning and design techniques. Principle authors of the award-winning books, *Dealing with Change in the Connecticut Valley* and *Rural by Design*, Dodson & Flinker practices and promotes contextual design: the blending of new construction with its natural and cultural environment. The firm has implemented these principles for clients across the US and abroad, including Regional Plan Association and The Nature Conservancy and the NY Department of State.



A New Village in Norwell, Massachusetts

The firm's site design and construction projects include schools, commercial facilities, parks, conservation areas and residences. Dodson & Flinker has developed a solid reputation for



Lively Public Design Workshops

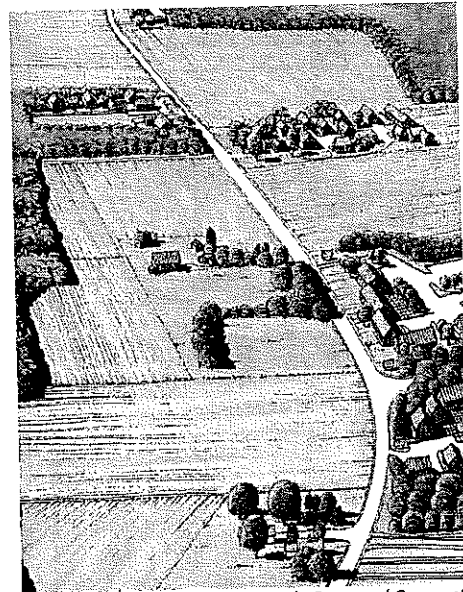
excellence in design combined based on efficiency, cost-effectiveness and dedication to customer and user satisfaction. The firm has a strong track record for bringing projects in on time and under budget for clients such as the Massachusetts School Building Authority and the Massachusetts Department of Conservation and Recreation.

Many organizations have recognized Dodson & Flinker's work with awards and honors, including the American Society of

Landscape Architects, the American Planning Association and the Boston Society of Architects, the City of Boston and the National Trust for Historic Preservation.

Dodson & Flinker has extensive experience in both public and private sector land planning and design, enabling the firm to implement projects that fit the needs of both client and community. The firm incorporates extensive public participation as a cornerstone of its projects to both ensure public support and to create better projects. Over the years, the firm and its partners have developed new approaches to consensus building that are designed to empower local residents to play a major role in planning for the future of their communities.

The firm's emphasis on physical planning and design and its skills in perspective rendering and simulation techniques allow new planning and design techniques to be clearly illustrated, generating enthusiasm and support amongst project backers, regulatory boards, abutters and the general public. For clients ranging from the National Park Service to the Chicago-based Environmental Law and Policy Center, Dodson & Flinker has developed clear, popularly-supported solutions for complex environmental problems. This approach enables the firm to generate realistic

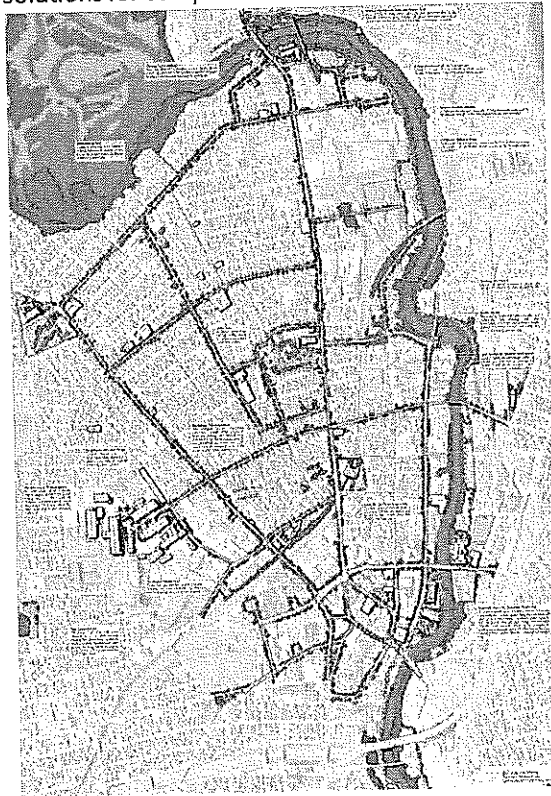


Connecticut Valley Design Manual - Proposed Compact Development

plans that have achieved a remarkable record of approval and support from regulators and funders.

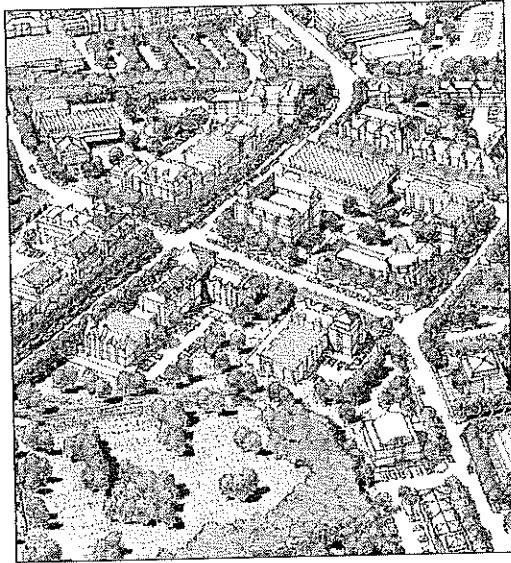
Dodson & Flinker has completed numerous international projects, including a regional development plan for Berlin, Germany; a river preservation plan for the Danube Bend in Hungary and a scenic byway plan for British Columbia. Harry Dodson has also consulted in St. Petersburg, Russia; the Caribbean and Japan. He assisted the City of Toronto in developing a conservation plan for its system of riverside parks.

Harry Dodson, FASLA, has over thirty years of experience on a wide variety of design and planning projects. A 1980 graduate of the Harvard Graduate School of Design with a masters degree in Landscape Architecture, he served as Chief of Design with the Massachusetts Department of Environmental Management (DEM) from 1980 to 1986. At DEM, Dodson was the principal designer of the Greylock Glen project, a four season resort planned for an 1100-acre property at the base of Mount



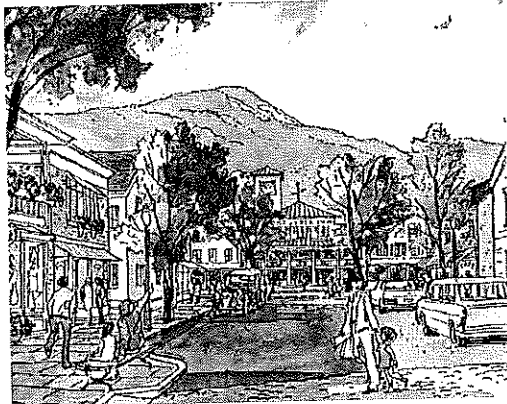
Green Infrastructure concept for the KeepSpace Community Plan Pawtucket and Central Falls, Rhode Island

Greylock in Adams, MA. He also supervised the restoration of Walden Pond in Concord, managed the Scenic Rivers Program on the Parker River, landscape restoration plans for a variety of state parks, and state-wide assessment of scenic landscapes in Massachusetts.



Mixed Use City Center with Parks and Green Infrastructure, South Burlington, Vermont

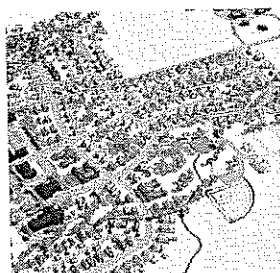
Peter Flinker, a principal of the firm since 1998, is a 1987 graduate of the Landscape Architecture graduate program at the University of Massachusetts, is also a member of the American Institute of Certified Planners. He is active in developing new approaches to planning that incorporate an understanding of design with local and regional planning. He has prepared masterplans for housing, mixed-use centers, and transit-oriented development, and is the author of numerous publications. Examples include the Rhode Island Rural Design Manual, the Rhode Island Conservation Development Manual and the Urban Environmental Design Manual.



Greylock Village Resort, Adams, Massachusetts

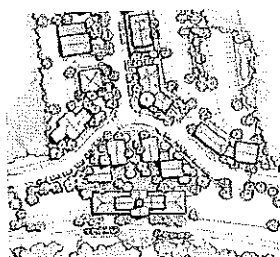
DODSON & FLINKER

A Tradition of Winning Projects



Merit Award: Boston Society of Landscape Architects, 2012

Awarded to A Vision for Exeter a four year process that began with an innovative town-wide visioning process and ended up with a detailed cost benefit analyses and a set of new zoning ordinances. Under these proposals, growth will be shifted from sensitive farm and forest lands into designated village centers using a Transfer of Development Rights process. Detailed model village plans and design guidelines will ensure that the design of each village fits the character of the town and promotes environmental, economic and social sustainability.



Massachusetts Smart Growth/Smart Energy Awards: Massachusetts Executive Office of Energy and Environmental Affairs, 2007.

Awarded to the Station Avenue Redevelopment Plan, a masterplan and design guidelines for redevelopment of a former depot and industrial area of downtown Groton, Mass. Extensive public participation and stakeholder involvement resulted in a plan that combines economic development with environmental restoration and enhancement of quality of life for downtown residents.



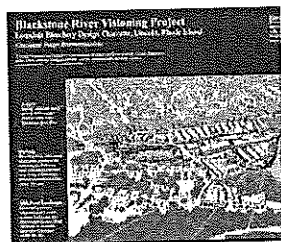
Honor Award: Boston Society of Landscape Architects, 2007

Awarded to The Rhode Island Greenspace Program, an ongoing effort to identify the state's most important natural, cultural and recreational resources. Since 2002, Dodson & Flinker has facilitated over 75 workshops in 18 towns, and compiled regional strategies for the watersheds of South County, the Woonasquatucket River, and the Scituate Reservoir.



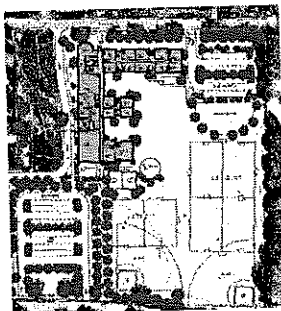
Honor Award: Boston Society of Landscape Architects, 2006

Awarded to the Urban Environmental Design Manual, a publication designed to demonstrate creative strategies for accommodating growth while minimizing impacts to environmental and community character in urban Rhode Island. The Manual is unique in combining illustrated architectural and landscape design ideas for urban revitalization with detailed recommendations for "low impact development" stormwater management practices.



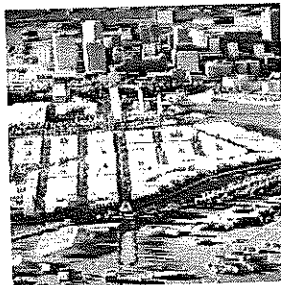
Honor Award: Boston Society of Landscape Architects, 2006

Awarded to the Blackstone River Visioning Project, a plan for revitalization and environmental restoration for eleven communities along the main stem of the Blackstone River in Massachusetts and Rhode Island. In the second phase of the project, charrettes were held in four communities to explore challenges faced by many different valley towns and demonstrate design and planning strategies that can be applied up and down the river corridor.



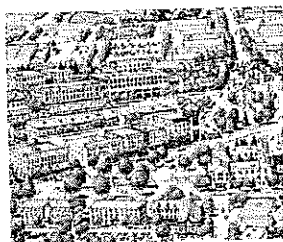
School Building Design Awards: Massachusetts School Building Authority, 2006

Awarded to the New Hingham Elementary School, Chesterfield, MA; the Crocker Farm Elementary School, Amherst, MA; and the Williamstown Elementary School, Williamstown, MA (Dodson & Flinker provided complete masterplanning and landscape architectural services as a sub-contractor to Margo Jones Architects). The awards recognize the best schools of the last 10 years, and were designed to identify successful approaches and design elements that can serve as models for the best school design of the future.



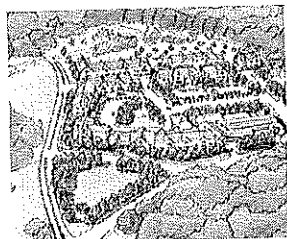
Honor Award: Waterfront Center Annual Awards, 2005 Merit Award: Boston Society of Landscape Architects, 2005

Awarded to the Trinity River Uptown Plan in downtown Fort Worth, Texas. Recommendations included flood control improvements, creation of a new canal system, and conversion of a derelict industrial district into a new, mixed use urban neighborhood. Dodson Associates developed proposals for bank edge treatments, low impact stormwater runoff techniques, waterfront spaces, parks and natural areas. (With Bing Thom Architects, Vancouver, Canada.)



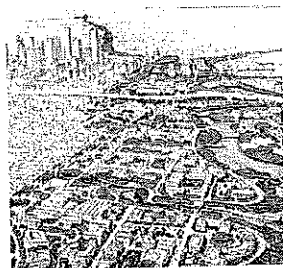
Outstanding Comprehensive Planning Award: American Planning Association, Massachusetts Chapter, 2004

Awarded to the City of Newburyport Strategic Landuse Plan. Dodson & Flinker assisted Taintor Associates and the Newburyport Planning Department in exploring alternative growth and redevelopment scenarios for areas that could be re-zoned to promote transit-oriented mixed-use development.



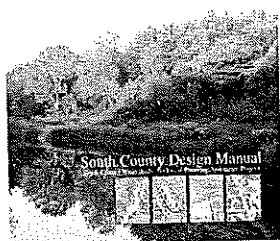
Outstanding Planning Award: American Planning Association, Massachusetts Chapter, 2003

Awarded to the Atkins Corner Sustainable Development Masterplan. Dodson & Flinker facilitated three major public forums/design workshops and developed a "Workbook of Design Options for Sustainable Development" of the Atkins Corner growth center at the southern gateway to Amherst and Hampshire College.



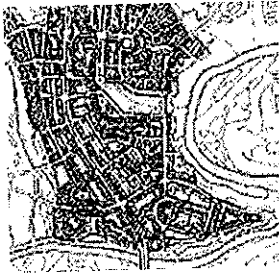
Merit Award: American Society of Landscape Architects, 2003 Honor Award: The Waterfront Center, Washington, D.C., 2002

Awarded to the Buffalo Bayou Masterplan, a vision for restored ecology, recreation and urban design along the Buffalo Bayou, the river which forms the heart of Houston, Texas. Innovative use of low impact development, flood control and habitat restoration to create an environmentally based park system and new urban neighborhoods to replace abandoned industrial sites and parking lots. (With Robert Yaro, Armando Carbonell, and the Thomson Design Group)



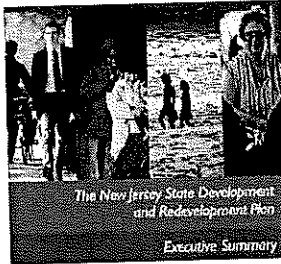
Honor Award: American Society of Landscape Architects, 2002

Awarded to the South County Design Manual, a creative land-use strategy manual for accommodating growth while minimizing impacts to environmental and community character in South County, Rhode Island. The manual shows how the principles of smart growth and sustainable development can be applied in small towns and urban neighborhoods, and demonstrates strategies for protecting rural character, sense of place and small-town quality of life in the age of sprawl.



Charter Award: Congress of the New Urbanism, 2004
Honor Award: American Institute of Architects, 2002

Presented for The Neighborhood Model: A Building Block for the Development Areas of Albemarle County, Virginia. This project created a template for sustainable growth in the region surrounding Charlottesville, Virginia. A two year community-based planning effort produced strategies and design guidelines showing how rural areas can stay rural while channelling growth to more livable neighborhoods. (With Torti Gallas and Partners, CHK, Inc, Architects.)



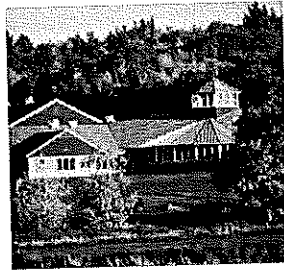
Planning Award: Congress of the New Urbanism

Dodson & Flinker helped the New Jersey Office of State Planning develop design recommendations for new growth and development. Aerial sketches of recommended development scenarios for urban, suburban and rural land types were developed and annotated. Guidelines were developed for open space development, urban infill, waterfront revitalization, commercial strip redevelopment and open space preservation. (With the New Jersey Office of State Planning and Regional Plan



Honor Award: Boston Society of Landscape Architects

Dodson & Flinker and author Tony Hiss helped the Environmental Law and Policy Center develop transit-oriented development scenarios for four sites in the Chicago metropolitan region. The sites ranged from rural farmland to suburban highways to inner city neighborhoods. The project showed the benefits of compact, transit-oriented development which would eliminate the need for expensive and damaging new freeways.



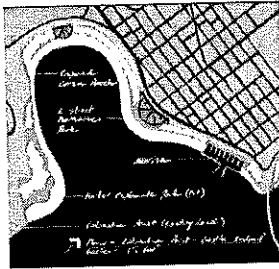
Design Award: American Institute of Architects

Received for the site planning and design of Sanderson Academy, a new public elementary school located in Ashfield, Massachusetts. The jury commended the project's integration of architecture with the landscape, its environmental sensitivity, its extensive open space conservation and its reflection of local site planning patterns and building forms. Award granted by the Massachusetts Chapter of the AIA. (With Margo Jones Architects)



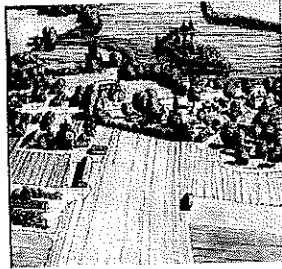
Honor Award: Boston Society of Landscape Architects

Presented for the Mansfield Training School Masterplan: a detailed proposal completed for the State of Connecticut for the creation of a mixed-use traditional village and the conservation of over 900 acres of prime farm, forest and watershed land on the grounds of a former state mental hospital.



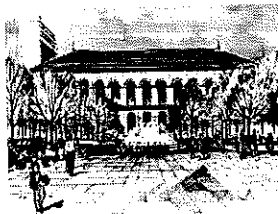
Urban Planning Award: Boston Visions Competition

Received for Boston's Sapphire Necklace, a proposal to restore Boston Harbor's marine wetlands, wildlife and recreational amenities using fill from the excavation of the Central Artery and Third Harbor Tunnel. Elements of this proposal are currently being implemented. Competition sponsored by the Boston Society of Architects and the Boston Redevelopment Authority. (With Robert D. Yaro)



Honor Award: National Trust for Historic Preservation Planning Award: American Planning Association Merit Award: American Society of Landscape Architects

Presented for the book *Dealing with Change in the Connecticut Valley: A Design Manual for Conservation and Development*. The award was presented for the book's contribution to the preservation of scenic and historic landscapes. (With the Center for Rural Massachusetts)



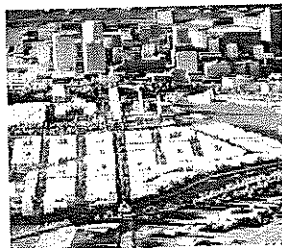
Design Excellence Award: Copley Square Design Competition

Received an award for a renovation proposal for Copley Square in Boston. Recommendations included construction of a plaza, park fountain and extensive tree plantings. Elements of the proposal implemented in the renovation of Copley Square. (With Sam Coplon)



Design Excellence Award: Spectacle Island Design Competition

Proposed creation of a marina/village, farm, landfill restoration and recreational complex on an abandoned island in Boston Harbor. Most elements of the proposal have been implemented including use of fill from the Third Harbor tunnel to recreate the island's drumlin land forms, construction of traditional stone walls and completion of docks and a visitor's center. (With Mark S. Finnen)

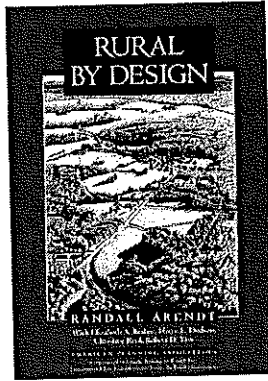


Honor Award: Waterfront Center Annual Awards Program

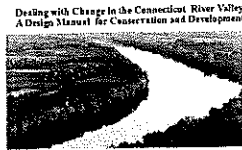
Plan for the revitalization of the Trinity River in downtown Fort Worth, Texas. Recommendations included flood control improvements, creation of a new canal system, conversion of a derelict industrial district into a new, mixed use urban neighborhood. Dodson & Flinker developed proposals for bank edge treatments, low impact stormwater runoff techniques, waterfront spaces, parks and natural areas. (With Bing Thom Architects, Vancouver, Canada.)

DODSON & FLINKER

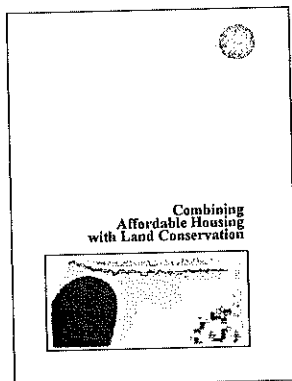
Nationally Recognized Publications



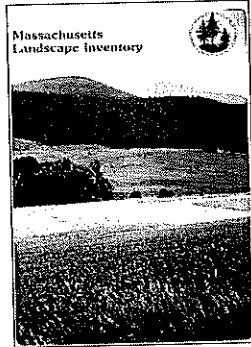
Rural by Design, Randall Arendt, Harry L. Dodson, Robert D. Yaro & Elizabeth Brabec; American Planning Association, Chicago, IL, 1994. A sequel to the Connecticut Valley Design Manual, *Rural by Design* presents detailed case studies, implementation techniques and specific factual information on rural planning and design techniques that preserve open space and reflect regional historic character. Dodson & Flinker developed many of the planning and design techniques and applied them in several of the successfully completed projects described in the case studies and implementation sections of the book.



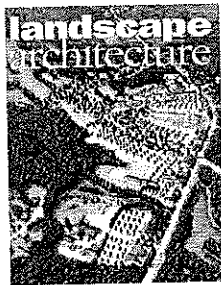
Dealing With Change in the Connecticut Valley: A Design Manual of Conservation and Development, Robert D. Yaro/Randall Arendt/Harry L. Dodson/Elizabeth Brabec; Lincoln Institute for Land Policy, Cambridge, MA 1988. This award-winning manual describes and illustrates new site planning and design techniques based on scenic and historic landuse patterns typical of the rural Connecticut Valley region of western Massachusetts. Dodson & Flinker was responsible for the site planning and design recommendations described in the book. The firm also prepared all the plans and were responsible for the layout and graphic design of the publication.



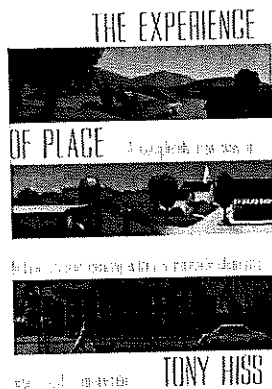
Combining Affordable Housing with Land Conservation, Harry L. Dodson/Mark Zenick; Center for Rural Massachusetts/Franklin County Planning Office/Massachusetts Executive Office of Communities and Development, Amherst, MA 1989. Co-authors Harry Dodson of Dodson & Flinker and Mark Zenick of the Franklin Land Trust outline principles and techniques for limited development projects incorporating both significant open space preservation and affordable housing, including specific case studies and development pro-formas. The book bridges the gap between conservation and development.



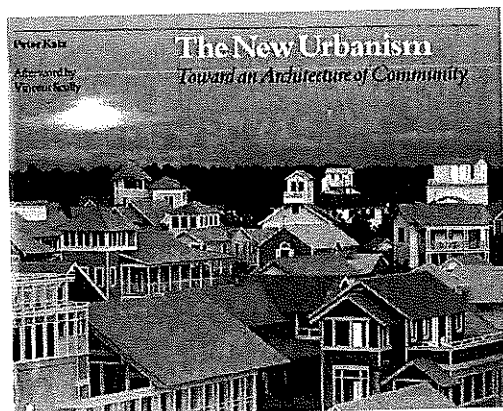
Massachusetts Landscape Inventory, Robert D. Yaro, Harry L. Dodson, Mark Finnen, Neil Jorgensen; Massachusetts Department of Environmental Management, Boston, MA, 1982. A comprehensive survey of Massachusetts' scenic landscapes documented with detailed maps, text, photographs and a description of the methodology used to assess visual quality. The Landscape Inventory has played a critical role in landscape conservation by state, local and non-profit land conservation groups and has also been instrumental in stopping or modifying development proposals in scenic landscapes.



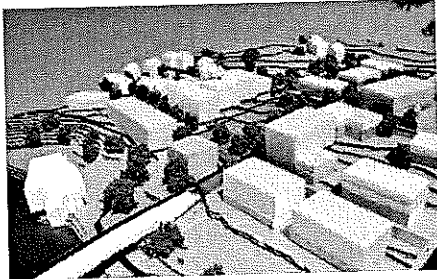
Articles featuring Dodson & Flinker's work have appeared in the following publications: The New Yorker, The Boston Globe, Planning Magazine (American Planning Association), Preservation News (National Trust for Historic Preservation), Maine Growth Management News, American Land Forum, Landscape Architecture Magazine, Massachusetts Audubon Magazine and many other magazines, newspapers and other publications.



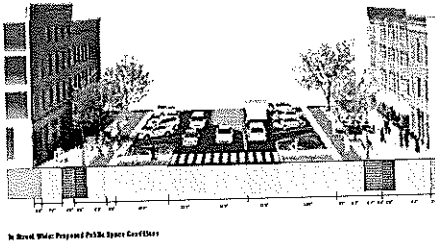
Books featuring Dodson & Flinker's planning and design work include the following: The Experience of Place, by Tony Hiss; Alfred A. Knopf, New York, 1990; The New Urbanism, Toward an Architecture of Community, by Peter Katz, McGraw Hill, New York, 1994; The Fragmented Metropolis: Improving the New City, Restoring the Old City, Reshaping the Region, Jonathan Barnett, Harper Collins, 1995; A Region at Risk: Third Regional Plan for the New York Metropolitan Area, Robert Yaro and Tony Hiss, Regional Plan Association, 1996; The Hidden Design in Land Use Ordinances, Paula Craighead, University of Southern Maine, 1991.



CURRENT PROJECTS

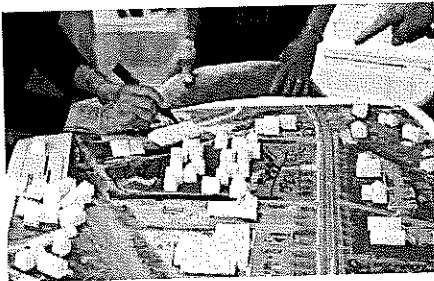


Texaco Beacon Research Center Redevelopment Plan | Fishkill, New York
Dodson & Flinker is working with a team of engineers, architects and economists to create a masterplan for redevelopment of Texaco's former research center, which closed in 2003 following Texaco's merger with Chevron. Dodson & Flinker planned and facilitated a year-long process, including formation of a stakeholder working group and a series of public workshops and charrettes. The results will form the planning and zoning framework for Glenham Mills, a mixed-use village that will grow on the site over the next decade.



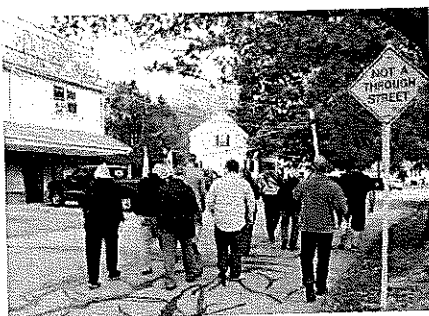
Form-Based Code | Northampton, Massachusetts

In 2017 Dodson & Flinker completed a form-based code for Northampton's public realm - detailed standards and illustrated design guidelines for streets, sidewalks and public gathering places. After receiving a state planning grant, the city planning department has hired the firm to extend the form-based code approach to rest of the Central Business zone.



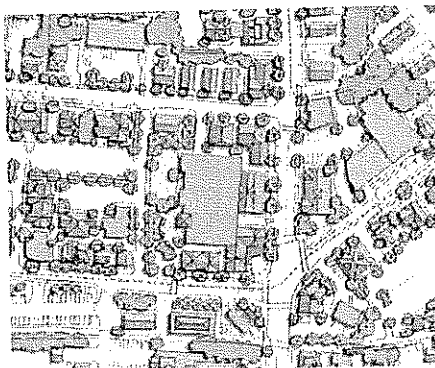
East Hampton Hamlets Study | East Hampton, New York

Dodson & Flinker is leading a multidisciplinary team to develop plans for the commercial centers of East Hampton's six hamlets. Through multi-day charrettes for each hamlet, the firm is developing physical planning strategies for the commercial centers that resolve issues with traffic, parking and economic viability while preserving and enhancing their distinctive character. The project addresses rapidly rising property values, traffic congestion, walkability, and how the commercial centers can better serve year-round and seasonal residents.



Transit Village Masterplan | North Grafton, Massachusetts

Dodson & Flinker prepared a master plan for the area around Grafton's commuter rail station, as well as a second site at the western gateway to the town. A series of public meetings and design workshops provided critical input on the needs and desires of residents and business owners. The final masterplans provided a vision for each site, which was supplemented by a detailed implementation plan and action strategy. The project is moving forward into zoning updates and other implementation with funding from a state planning grant.



Neighborhood Plan and Form-Based Code | Danvers, Massachusetts

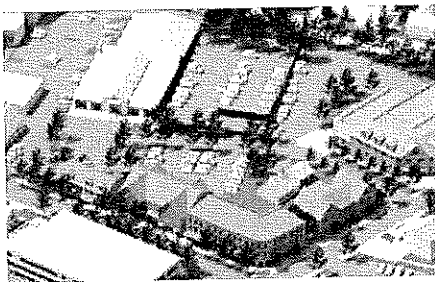
Dodson & Flinker teamed with Brovitz Community Planning & Design to prepare a masterplan for a former industrial neighborhood on the north end of Downtown Danvers. After successful public process including design workshops and site visits, the team drew up a form-based zoning ordinance to guide redevelopment area, which was enacted by Town Meeting in November 2017. Follow up work and planning for expansion of the project is currently underway.

PREVIOUS PROJECTS



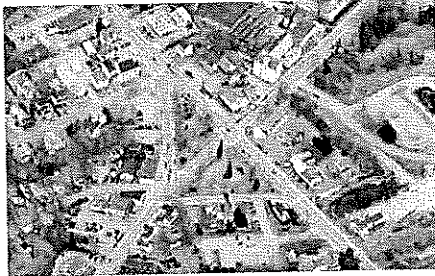
Design and Resilience Team | Vinalhaven, Maine

In October 2017 Peter Flinker served on an American Institute of Architects Design and Resiliency Team (DART) to prepare a study of the fishing port of Vinalhaven, Maine. The village is an important center for lobstering and hosts a vibrant summer community, but is threatened by rising sea levels. The team developed recommendations for new buildings, Complete Streets, a multi-use path and streetscape improvements - all in the context of a phased plan for raising the main street and shifting new development out of the floodplain.



Grove Street Master Plan | New Canaan, Connecticut

Dodson & Flinker is leading a team to help the town evaluate potential redevelopment scenarios for a key downtown block adjacent to the commuter rail station. The public was engaged through a series of charrettes with land and business owners, neighborhood residents and the public at large. Three-dimensional digital models helped participants explore and react to a variety of redevelopment alternatives with varied site planning approaches, density and architectural treatment.



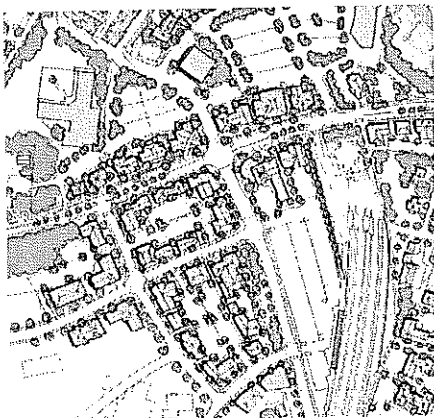
Town Master Plan | Littleton, Massachusetts

Dodson & Flinker is working with a team led by RKG Associates to prepare a town-wide masterplan, for which the firm is responsible for the land use, open space and recreation, and natural resource elements. In support of the land use discussion, the firm will facilitate two multi-day charrettes to explore redevelopment alternatives for key sites, including the historic town common area and a potential mixed-use center at the commuter rail station.



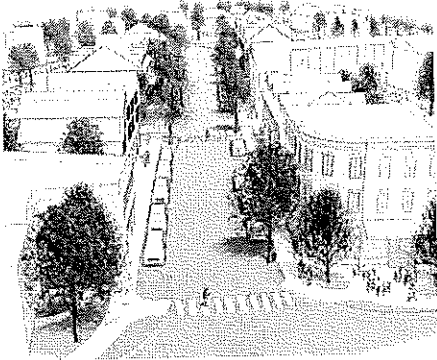
Master Plan Update | Kingston, Massachusetts

As part of a larger team led by Brovitz Community Planning & Design, Dodson & Flinker is providing GIS analysis and facilitation to help the town design a green infrastructure system and locate appropriate centers for mixed use development. At a multi-day charrette, the firm helped to create concepts for each center showing how to accommodate growth while retaining the livability and small-town charm beloved by residents. A variety of scenarios were explored with plans and perspective drawings, allowing residents to visualize future alternatives.



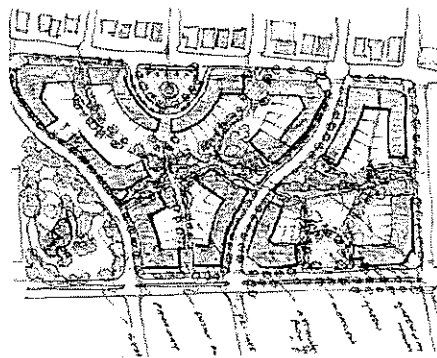
Scituate Visioning | Scituate, Massachusetts

Dodson & Flinker is working with Ted Brovitz develop visionary masterplans for the town's two transit villages at North Scituate and Greenbush. Working with the Economic Development Commission, the team toured each site, prepared GIS overlays to assess development potential, and explored potential ideas for infill development, new parks and trails, improved traffic and pedestrian connections, architecture and landscaping. After review by the town, the results will be compiled into a detailed report outlining proposed zoning changes and other implementation strategies.



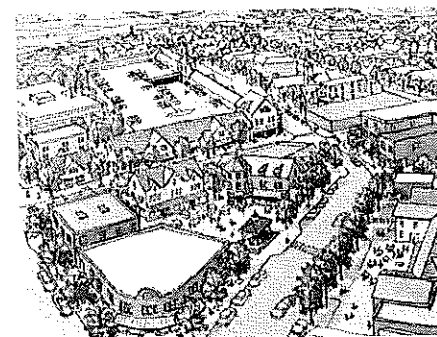
Cross & Vitti Neighborhood Study | New Canaan, Connecticut

Dodson & Flinker led a team to create a masterplan and implementation strategies for a key area on the edge of New Canaan's historic downtown. Beginning with stakeholder interviews and an internal workshop, the process culminated in a town-wide charrette designed to build consensus in support of changing the area from an automobile-dominated area to a pedestrian-friendly district with a mix of residential and commercial uses.



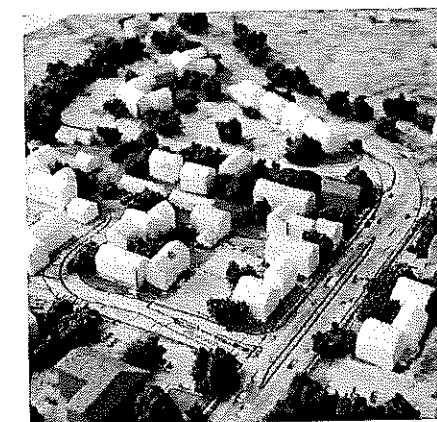
Form-Based Code | New Bedford, Massachusetts

Dodson & Flinker teamed with Brovitz Community Planning and Design and the Principle Group to create a form-based code for Downtown New Bedford and two outlying commercial corridors. Including an extensive public outreach process and multi-day charrette, the project will help preserve one of the most remarkable collections of historic architecture in New England while providing for the growth and change needed as the city continues on its path to revitalization and renewal.



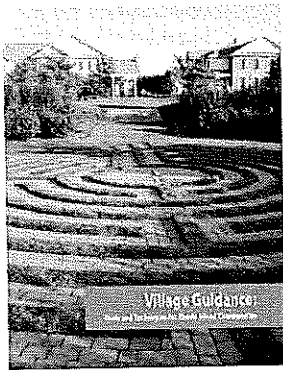
Commercial District Masterplanning | Darien, Connecticut

Dodson & Flinker led the design element as part of a team addressing the future of two key commercial centers, Downtown and Noroton Heights. Access to the Northeast Corridor Rail service and I-95 creates extraordinary opportunities for redevelopment. The project includes traditional plan drawings to explore alternatives, as well as digital modeling to explore the impact of several active development proposals where proponents are requesting increases to density and height standards currently allowed by zoning.



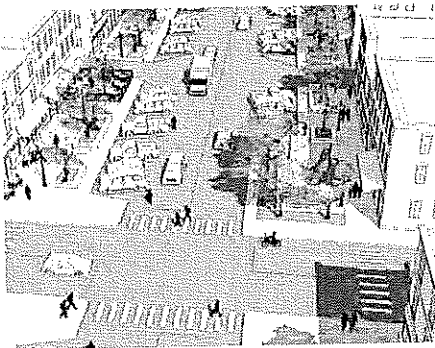
Farmington Center Study | Farmington, Connecticut

Public participation centered on a three-day planning and design charrette attended by more than 500 residents. The highlight of the charrette was a Saturday morning workshop where residents broke into small groups to work with physical models of the study area. Each group was able to start with model pieces representing existing buildings, and work through various scenarios for infill development, street improvements and conservation. Working with the project committee, Dodson & Flinker synthesized the results of 12 group projects into a single recommended masterplan approach, and is working with the town to develop a detailed plan for implementation.



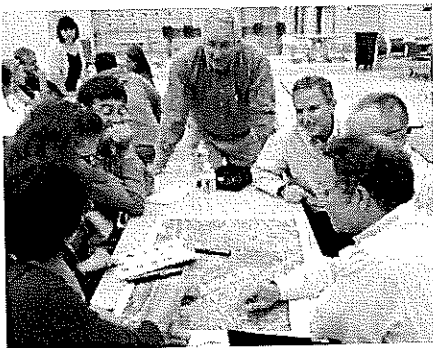
Village Development Guidance | State of Rhode Island

Peter Flinker authored a village guidance manual designed to help Rhode Island Towns understand village planning and design principles. Designed in-house by Nate Burgess, the manual provides a step-by-step guide to revitalizing existing villages, as well as using the village approach to reduce suburban sprawl and create vibrant, mixed-use centers surrounded by protected open space.



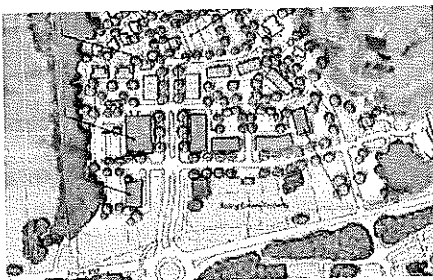
Turner's Falls Downtown Livability Plan | Montague, Massachusetts

Dodson & Flinker won a 2013 Planning Award from Massachusetts APA for this visionary plan for downtown Turner's Falls, the historic center of Montague, Massachusetts. A variety of future growth and redevelopment scenarios were explored through a series of four Working Group meetings where stakeholders defined opportunities for redevelopment and developed a clear action strategy for implementation. The centerpiece of the process was a public design charrette where participants circulated among a series of stations devoted to separate themes of streetscape improvements, economic revitalization and marketing, parks and open space, historic preservation, etc.



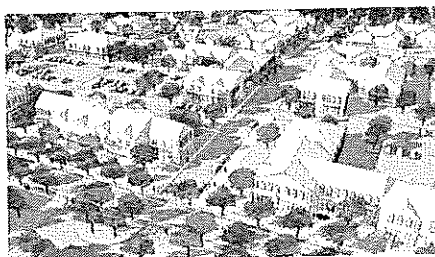
North 40 Visioning | Wellesley, Massachusetts

The town was caught off-guard in Spring, 2014 when Wellesley College announced it would sell "the north 40" to the highest bidder. A 46 acre parcel across the railroad tracks from the main campus, the area has served as de-facto open space for the surrounding neighborhood for more than a century. Dodson & Flinker led a series of public visioning workshops to explore options for town purchase and use of the parcel, and followed up with design studies showing how various uses such as housing, a school, recreation fields and community gardens could be incorporated into future use of the site. The results helped support a decision by town residents to purchase the property.



Route 2/102 Village Study | North Kingstown, Rhode Island

Dodson & Flinker teamed with Horsley Witten Group and the Consensus Building Institute to facilitate an extensive public process exploring future growth scenarios for a key intersection on the edge of town. Surrounded by existing subdivisions, the corner is zoned General Business, but only partially developed. The town hopes a new Compact Village Development ordinance will allow for a suitable plan to be prepared for the site that balances the rights of landowners and businesses with the needs of residents.



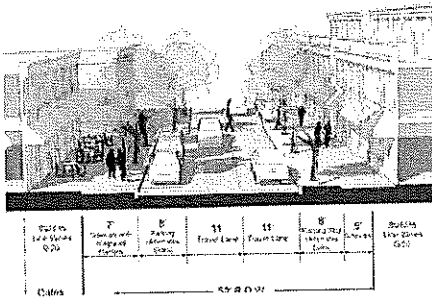
Visualization of Proposed Zoning for Route 28 | Yarmouth, Massachusetts

The firm prepared a sketch masterplan for a three-mile section of Rt. 28 to illustrate potential infill and redevelopment opportunities based on proposed zoning created by Horsley Witten Group. A detailed sketch-up model was developed to help the town visualize the results of the proposed zoning, allowing stakeholders to understand the implications of new standards for streets, parking, architecture and landscaping.



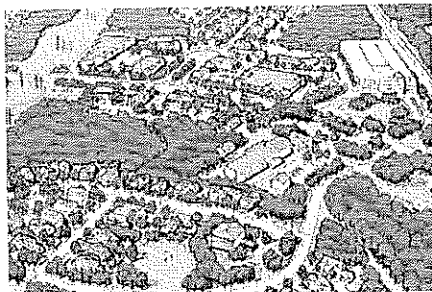
Scenic Landscape Assessment | East Hampton, NY

Scenic landscapes are central to the identity, quality of life and economy of East Hampton, NY. Working with the NY Coastal Management Program, the Town and the Village of East Hampton hired Dodson & Flinker to develop a scenic inventory and analysis of its coastal landscapes. The plan evaluated East Hampton's coastal scenery and proposed conservation and growth management measures to protect this vital resource. Using Geographic Information System (GIS) mapping and extensive field work on land, in boats and in the air, Dodson & Flinker developed a sophisticated data base of landuse, landcover and visual characteristics of the land. The project led to the designation in 2006 of all the sites identified in the study as "Scenic Areas of Statewide Significance" (SASS), providing these unique landscapes with legal protection under New York State statutes from major development activities that would harm their scenic character.



Merrick Recovery Plan & FormBased Code | West Springfield, MA

In June 2011 a rogue tornado barreled across western Massachusetts, touching down in the historic Merrick District of West Springfield. Out of the devastation arose the opportunity to address long term planning and zoning issues that have long hampered rehabilitation and development. Dodson & Flinker led a series of public meetings to help the community identify valuable existing context sensitive redevelopment. Our work included neighborhood and streetscape analysis, a community masterplan, illustrated form-based zoning code and a final report.



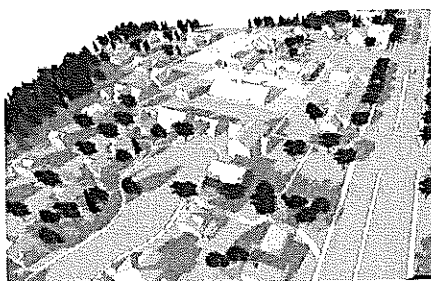
North Kingstown Villages | North Kingstown, Rhode Island

North Kingstown is a maturing suburb of Providence, Rhode Island that is striving to balance growth with preserving its remaining farm and forest lands. The town engaged Dodson & Flinker to study how to increase density in four out of seven of its traditional village centers. Our work included massing diagrams, masterplans and perspective image visions shared with the public and the town through a series of workshops. In addition to concentrating density, the plans dovetailed with the local Healthy Places by Design initiative, removing automobile dominated development and refocusing on creating walkable, bike-able communities.



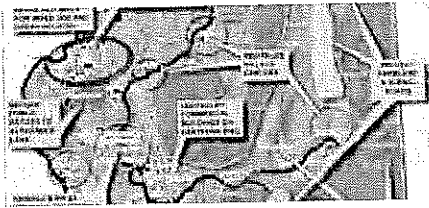
RhodeMapRI Statewide Sustainability Plan | State of Rhode Island

Dodson & Flinker joined a team of planners, engineers and economists to craft a statewide plan for sustainable development under an \$1.9 Million HUD grant. The firm led a series of 24 workshops in 6 regions designed to involve stakeholders in defining priorities for conservation of natural and cultural resources, as well as to identify existing and potential growth centers. The firm designed an innovative "growth centers game" to help non-planners understand complex planning issues and work on regional solutions to issues of economic development and connectivity.



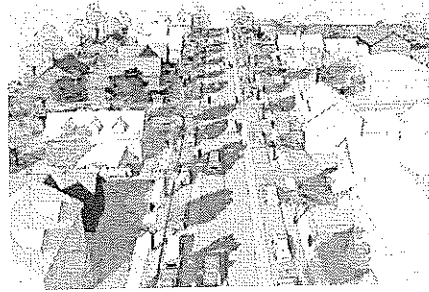
Route 7 Corridor | Town of Shelburne, Vermont

Dodson & Flinker helped plan and facilitate a town-wide charrette leading to a masterplan for the Route 7 commercial strip at the key northern gateway to the historic town of Shelburne, Vermont. Following the charrette the firm worked with the project team of Howard/Stein-Hudson and Broadreach Planning to draw up a regulating plan and visualizations of key areas. The team is finishing work on a form-based code that will help the town transform an ugly commercial strip into a series of attractive pedestrian centers.



Borderlands Village Innovation Pilot | Killingly, CT and Exeter, RI

Developed an innovative approach to linking open space preservation with village revitalization in two towns along the Rhode Island/ Connecticut Border. Included extensive consensus building process, public workshops, mapping and analysis.



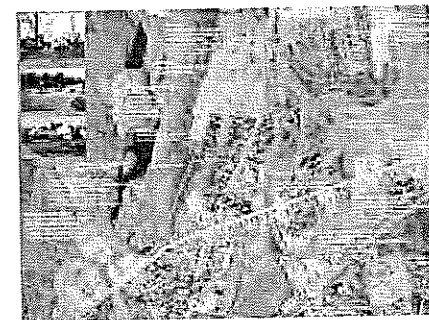
Groton Town Center Design Guidelines | Groton, Massachusetts

Groton is a traditional rural New England community striving to preserve the unique historic and cultural character of its village center. Dodson & Flinker worked with the town to assess existing conditions, identifying what specific elements of space and design define the town character. Using these standards, we created a set of illustrated guidelines showing how (re)development could occur within the existing fabric. The town is currently deciding how to pursue a zoning change that would regulate the proposed design guidelines.



Hillside Neighborhood Revitalization Plan | Greenfield, Massachusetts

Created a comprehensive neighborhood revitalization plan based on extensive public outreach including community workshops and private interviews. A final report included findings, recommendations and strategies to create a safer, more pedestrian-friendly community.



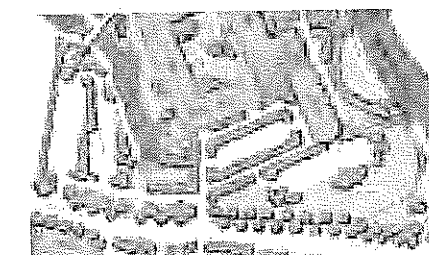
Amenia Hamlet Plan | Town of Amenia, New York

Interactive design workshops led to development of detailed plans and perspective drawings illustrating a variety of possible alternative development scenarios for the hamlet, based on a newly adopted comprehensive plan and zoning regulations. Design guidelines were developed to ensure that the character, scale, infrastructure, walkability and economic health of the hamlet are enhanced. The masterplan also reinforced traditional compact development patterns that create successful new development while preserving open space, environmentally sensitive areas, farms and forest land.



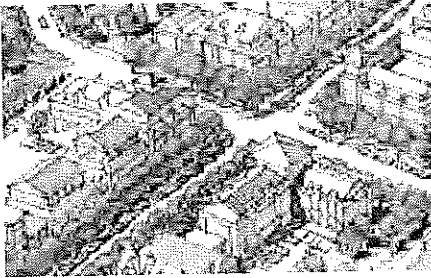
Branch Village Masterplan | North Smithfield, Rhode Island

Developed a masterplan and visualizations for a former industrial village along the Branch River. The process included working with a steering committee to evaluate opportunities and constraints, facilitating public meetings and a design charrette, and drawing up the final plans. A digital model of the area helped convince landowners that redevelopment offers extraordinary economic opportunities.



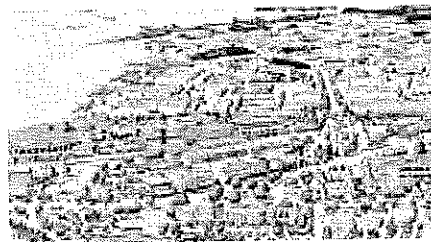
Fisherville Public Spaces Site Plan | Town of Grafton, Massachusetts & John H. Chafee Blackstone River Valley National Heritage Corridor

Developed a strategic plan for South Grafton's mill villages through a series of public meetings. The Fisherville Public Spaces Site Plan also came out of this larger visioning project to provide a community-informed guide for the future redevelopment of this site.



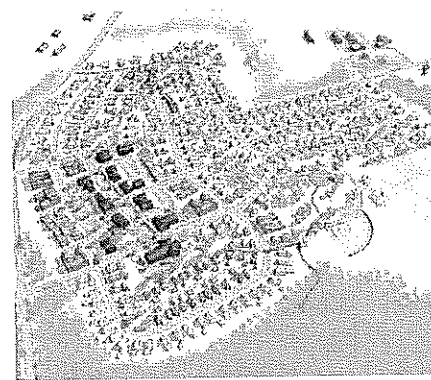
City Center Vision Plan | City of South Burlington, Vermont

Using innovative public participation techniques featuring a hands on model-making workshop with hundreds of residents, Dodson Associates worked with city officials and volunteers to develop a consensus vision for the new city center featuring traditional urban streets lined with 4-6 story mixed use buildings, extensive parks and greenways and environmentally-friendly stormwater and infrastructure. The new vision will create a city center with a strong sense of place, people-oriented buildings and spaces and a dynamic mix of activities.



Newburyport Community Development Plan | Newburyport, MA

Developed a creative landuse plan with extensive public participation. Plan focused on creating higher landuse densities around an existing commuter rail station and industrial park while greatly reducing development densities in sensitive farm, forest and wetland areas critical to groundwater recharge and rare species habitat. By emphasizing a mix of uses and the creation of walkable centers, the plan will help reduce congestion and dependence on the car.



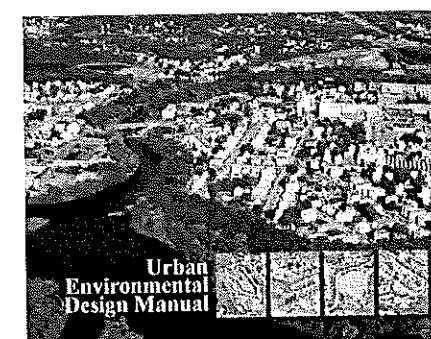
Exeter Vision and Village Implementation Project | Exeter, Rhode Island

Dodson & Flinker led an effort to create a "Game Plan for our Future," founded on an extensive public participation process that included creative use of GIS mapping, game playing workshops, keypad polling, small-group interviews and online polling. The consultants acted on the consensus around village development by identifying four village sites with significant growth potential, and used one of them as a model for more detailed design studies. The resulting Village Design Manual will act as a guide for developers, designers, and town boards as they go through the process of village design and permitting. A form-based Village Zoning Ordinance and Transfer of Development Rights process will channel growth to the best areas and ensure design that fits Exeter's rural character.



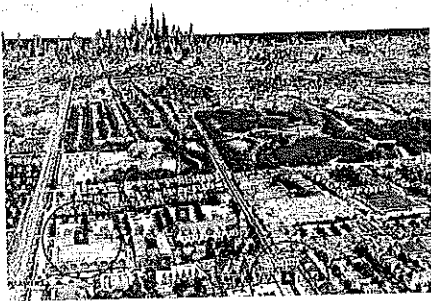
New York Regional Design Program | New York Metropolitan Region

Working for Regional Plan Association, Dodson Associates developed a Regional Design Program for the greater New York City metropolitan area. A foundation of RPA's Third Regional Plan, the Regional Design Program developed landuse recommendations for a variety of metropolitan landscapes including urban centers, suburban commercial strips, rural lands and declining industrial districts. The recommendations, including compelling aerial perspective graphics, described new physical planning and design approaches to regional growth problems based on compact centers, transit-oriented development and major open space preservation.



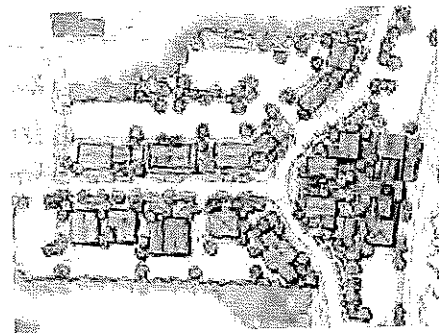
Urban Environmental Design Manual | State of Rhode Island

Dodson & Flinker developed a design manual for the State of Rhode Island demonstrating a range of environmentally sensitive site planning, urban design, stormwater management techniques for use in urban areas throughout the state. Four case study sites were selected reflecting a diverse range of urban communities typically found in the state. Detailed plans were developed with extensive input from local residents, city officials and state regulators. The latest techniques in stormwater management, urban design, waterfront management, open space preservation, urban parkland development, infill housing and reuse of old industrial structures were highlighted in the plans.



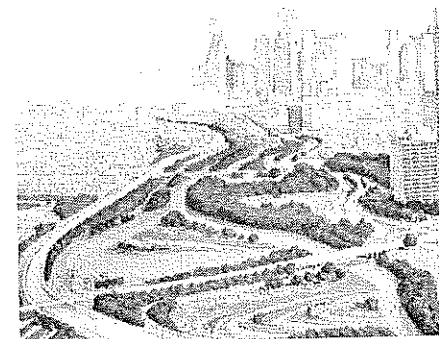
Chicago Regional Design Project | Greater Chicago, Illinois

In Chicago, Dodson Associates has helped the Environmental Law & Policy Center develop the Chicago Regional Design Study, an analysis of future regional development trends and recommendations for regional growth management. The study encourages transit-oriented development and regional open space and farmland preservation as an alternative to suburban sprawl and the construction of new tollways. Case studies of rural farmland, a small town, a suburb and an inner city neighborhood translate regional recommendations into concrete local proposals illustrated by compelling aerial perspective images.



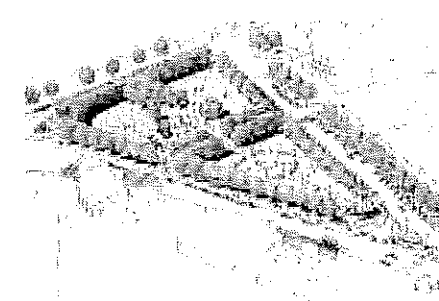
Station Avenue Masterplan | Groton, Massachusetts

Worked with the Groton Planning Board and a special task force to lead a masterplanning process for a redevelopment site in Groton Center. The process led to a successful application for 43D designation, a state initiative that provides for expedited permitting and other economic development support. The study resulted in a final plan and led to rezoning for the downtown district, including a set of illustrated design guidelines to help shape future development.



Buffalo Bayou Masterplan | Houston, Texas

An environmental, recreational and urban design masterplan for an eight mile river corridor running through the center of Houston, Texas. Through an extensive public participation process, the consultant team developed a vision for the river corridor featuring environmental restoration of the river, enhanced recreational and boating opportunities, flood management strategies and urban design recommendations for the riverbank. The plan also improved public access and enhanced activities and mixed use commercial development at key spots along the waters' edge. Dodson & Flinker was responsible for landscape, recreational, environmental and open space issues as a member of the EcoPLAN design team.



Newton Centre Visioning: City of Newton, Massachusetts

Facilitated three, half-day workshops to create an inspiring, practical vision for Newton Centre. The results of the workshops were described in a final report, with text and photos from each team's model. Dodson Associates worked with the Newton Centre Task Force to create several consensus plans based on differing levels of revitalization from low to high density redevelopment. The consensus plans detail the design approaches possible for Newton Centre and describe recommended development and implementation techniques.



Oxford Downtown Preservation Project | Town of Oxford, MA

Facilitated two public charrettes resulting in alternative concepts for preservation and redevelopment of Downtown Oxford. Worked with the town's engineering consultant to evaluate alternatives to accommodating traffic bisecting the site on a state highway, including a potential traffic circle. The final plans demonstrated how significant infill potential exists, while maximizing parking and enhancing the pedestrian experience.

DODSON & FLINKER

Landscape Architecture and Planning

PETER FLINKER

Landscape Architect & Planner
FASLA, AICP CEP, AICP CUD

PROFESSIONAL EXPERIENCE

President, Dodson & Flinker, Inc. (formerly Dodson Associates)

Landscape Architects & Planners, Florence, Massachusetts

Principal: 1998 - Present

Project Manager and Landscape Architect: 1987-Present

Landscape Architect and Certified Planner on projects ranging in scale from residential and commercial site design to regional planning. Active in exploration of the use of creative design and alternative technologies to accommodate growth in changing urban, suburban and rural landscapes. As an author and illustrator, has prepared numerous publications designed to help both professionals and laypeople understand complex planning and design concepts, including the award-winning South County Design Manual, the Urban Environmental Design Manual and the Rhode Island Conservation Development Manual. A frequent presenter to conservation groups, town boards and professional organizations on the topics of Smart Growth and Sustainable Development, has facilitated dozens of charrettes for Main Streets, village centers and highway corridors, and prepared numerous master plans and construction documents for schools, parks and other public facilities.

SELECTED CURRENT AND RECENT PROJECTS

A leader in planning and design for schools, parks, streetscapes and other public facilities that balance creative site planning with efficient and cost-effective design strategies. Active in helping communities create master plans for historic districts, main streets and sensitive environmental areas. Selected projects over the last five years include:

Downtown Form-Based Code | Northampton, MA 2018
Village Resilience and Complete Streets Project | Vinalhaven, ME 2017
North Grafton Transit Village | Grafton, MA 2017
Former Texaco Site Redevelopment Planning | Fishkill, NY, 2017
Downtown Master Plan and Form-Based Code | Danvers, MA 2016
East Hampton Hamlet Master Plans | East Hampton, NY, 2016
Business District Master Plans | New Canaan, CT 2015-2016
Downtown Form-Based Code | New Bedford, Massachusetts, 2015
RhodeMap RI Growth Centers Plan | State of Rhode Island, 2014
Village Development Guidance Manual | State of Rhode Island, 2014
Turner's Falls Downtown Livability Plan | Montague, Massachusetts, 2013
Merrick Neighborhood Plan and Form-Based Code | West Springfield, Massachusetts, 2012

AWARDS

American Planning Association - Massachusetts Chapter:

2013 Planning Project Award for the Turners Falls Downtown Livability Plan

Boston Society of Landscape Architects:

2012 Merit Award in Analysis & Planning for the Exeter Visions Project

2007 Merit Award for the Urban Environmental Design Manual.

2006 Honor Award for The Rhode Island Greenspace Program.

2006 Honor Award for The Blackstone River Visioning Project.

1992 Merit Award for Mansfield Training School Masterplan.

American Society of Landscape Architects:

2003 Merit Award in Analysis & Planning for the Buffalo Bayou Masterplan, Houston, TX.

2002 Honor Award for The South County Design Manual.

Rhode Island Historical Preservation and Heritage Commission:

2002 State Historic Preservation Planning Award, for South County Watersheds Technical Planning Assistance Project.

PROFESSIONAL REGISTRATION & MEMBERSHIPS

Massachusetts Registered Landscape Architect #976

Fellow, American Society of Landscape Architects, 2017

Member, American Institute of Certified Planners, 2000.

AICP Certified Environmental Planner, 2011

AICP Certified Urban Designer, 2011

ASLA Centennial Community Assistance Team: New England Greenway Project

Founding Member, Mill River Greenway Initiative

Massachusetts Certified Municipal Vulnerability Preparedness Provider, 2017

EDUCATION

University of Massachusetts at Amherst - Masters in Landscape Architecture, 1987

Hope College, Holland, Michigan - Bachelor of Science in Biology, 1982

DODSON & FLINKER

Landscape Architecture and Planning

DILLON SUSSMAN

Senior Associate, Planning and Community Design

PROFESSIONAL EXPERIENCE

Dodson & Flinker

Landscape Architects & Planners, Florence, Massachusetts

Senior Associate: 2018- Present

Senior planner, managing a wide range of projects, from regional and municipal planning projects to zoning and form-based codes. He has expertise in physical planning and urban design, site design, bicycle and pedestrian planning, zoning and form-based codes, health in all policies, food system planning, healthy aging, and authentic community engagement and decision-making. Dillon holds a M.A. in Landscape Design in Planning from the Conway School. He has extensive experience in documentary film-making and graphic design.

PREVIOUS EXPERIENCE

Senior Planner & Urban Design Specialist, Pioneer Valley Planning Commission - Springfield, MA, 2014-2018

Planning & Design Associate, Joel Russell Associates - Northampton, MA, 2011-2014, 2017-2018

Principal, Designer & Planner, Ground Truth Design - Northampton, MA, 2008-2018

Video Producer & Editor, Monadnock Media - Sunderland, MA, 2001-2007

Associate Producer, InLight Interactive - Springfield, MA, 2000

Intern/Assistant Video Editor, Pinehurst Pictures - Northampton, MA, 1999-2000

Freelance Graphic Design, Various Clients - New York City, NY, 1999

Wayfinding Design Assistant, H Plus, Inc. - New York City, NY, 1997-1998

AWARDS

Western Massachusetts Safe Routes to School Community of the Year, MassDOT Safe Routes to School, 2018
(awarded to the Memorial School, West Springfield for work they did in collaboration with me)

Golden Shoe Award, Walk Boston, 2017

SELECTED PRESENTATIONS

"Meaningful Community Engagement for Healthy Food Access" at the Ounce of Prevention Conference, Worcester, MA, March 2018

"Food Planing & Policy in MA Communities" at the Community Food System Conference, Boston, MA, December 2017

"Hampshire & Hampden Counties Food Access Map," Safe Routes to Healthy Food National Partnership monthly meeting, webinar, October 2017

"Healthy Aging and Community Design," at the Mass in Motion Action Institute, Worcester, MA, April 2014.

"Healthy Aging and Community Design" at the Western Mass Elder Care Conference, Holyoke, MA, May 2014.

"Form-Based Codes: Using Public Private Partnerships," at the New York Planning Federation Annual Institute, Saratoga Springs, NY, April 2013 (with Joel Russell)

"Form-Based Codes," at Conway School of Landscape Design, Conway, MA, January 2013 (with Joel Russell)

"Living Communities" (panel discussion) at NESEA Building Energy Conference, Boston, MA, March 2012

"Whole Systems Design" (panel discussion) at NESEA Building Energy Conference, Boston, MA, March 2011

"Introduction to Design Software," Smith College Landscape Studies Class, Northampton, MA, April 2010

AFFILIATIONS/VOLUNTEERING

Massachusetts Department of Public Health Determination of Need, Healthy Aging Advisory Committee, 2018-present

Massachusetts Partnership for Health Promotion and Chronic Disease Prevention Leadership Team, 2017-present

Built Environment Community of Practice, 2015-present

Research Associate, Landscape Studies, Smith College, 2011-2013

Track Chair for 2014 Conference and Member, Northeast Sustainable Energy Association (NESEA), 2013

Member, Northampton Zoning Revisions Committee, 2009-2011

EDUCATION

Conway School of Landscape Design
Master of Arts in Landscape Design and Planning, 2008

Vassar College
B.A. Self-designed Major in 20th Century Art, Philosophy and Linguistics, 1997

DODSON & FLINKER

Landscape Architecture and Planning

NATHAN ALAN BURGESS

Associate

PROFESSIONAL EXPERIENCE

Dodson & Flinker

Landscape Architects & Planners, Ashfield, Massachusetts

Associate: 2013- Present

Associate landscape designer and planner, assisting with a wide range of projects, from GIS mapping and analysis for statewide and community planning projects to construction documentation for schools, parks and other facilities. In addition to receiving fellowships, scholarships and awards as a Masters Candidate at the University of Virginia, he has published multiple articles on the subject of adapting to climate change in coastal regions, building on an undergraduate degree in geology from the College of William and Mary. Nate recently became a Massachusetts state-certified Municipal Vulnerability Preparedness (MVP) provider. Nate's previous professional and academic work have also provided him with a broad understanding of the issues surrounding, and approaches to managing, historic buildings and landscapes. Nate brings to the firm exceptional technical skill in Geographic Information Systems, CAD and three-dimensional visualization. Nate is playing an active role in a number of site design and planning projects at D&F, including work on master plans for five hamlets in East Hampton, NY, and a land inventory and assessment for housing in Pelham, MA. He is currently assisting with project management and construction administration for an elementary school playground in New Bedford, MA. In addition to his work for the firm, Nate also taught a landscape architecture design studio in 2016 as a guest lecturer at the University of Massachusetts, Amherst.

PREVIOUS EXPERIENCE

Trainee, National Park Service Historic American Landscape Survey -Washington, DC, - Summer 2013

UVA Externships: Landworks-Studio (2013); Michael Vergason Landscape Architecture(2012);
Lee & Associates (2011)

Cultural Landscape Report Fellow, UVA Office of the Architect - Charlottesville, VA Summer 2012

Copy Editor and Editor, Lunch Vol. 6, 7 - Charlottesville, VA, Fall 2011-Spring 2012

Landscape Architecture Internship: Anchor QEA - Seattle, WA, Summer 2011

Landscape Design Consultant, Residence at 316 Hendren Ave - Staunton, VA, Summer 2011

American Geological Institute Comm. Specialist & Assistant Designer of Earth Magazine - Alexandria, VA, Spring 2009 (internship), Spring 2009-Summer 2010,

Architecture Internship: Hopke and Associates - Williamsburg, VA, Fall 2008

AWARDS

James Rose Center Suburbia Transformed Award, 2014
Kenan Teaching Fellowship, Fall 2012-Spring 2013
Landscape Architecture Departmental Fellowship, Fall 2011
Anchor QEA Scholarship, Spring 2011
Phi Beta Kappa Ludwell H. Johnson Scholarship, 2008
Charles Center Summer Research Scholarship, 2008
J.Binford Walford Scholarship in Architecture, 2005-2006
Monroe Scholarship, 2004-2008

SELECTED PRESENTATIONS AND PUBLICATIONS

Burgess, Nate, "Mobilizing Community, A Residential Model for Rising Seas," Winner - Professional Visionary Category, 2014 Suburbia Transformed 3.0 Competition, James Rose Center.

Stevens, Rachel, Kristina Hill, Nate Burgess, Amy Grady, "New Beach Designs as an Urban Adaptation to Sea Level Rise," Research presented at 2013 Annual Conference of the Council of Educators in Landscape Architecture, Spring 2013. Paper distinguished as the "Outstanding Paper" in the first issue of CELA's peer-reviewed Landscape Research Record.

Burgess, Nate, "Geotextiles: From Sludge to Shoreline Protection to Surfing - What's Next?" Earth magazine, November 2011, vol. 56, no. 11 <http://www.earthmagazine.org/article/geotextiles-sludge-shoreline-protection-surfing-whats-next>

Burgess, Nate, "Researching Future Flood Risks In California's Sacramento-San Joaquin River Delta," Earth magazine, September 2010, vol. 55, no. 9 <http://www.earthmagazine.org/sites/earthmagazine.org/files/toc092010.pdf>

Burgess, Nate, "Lewis Reeve Sams House," Vernacular Architecture Forum 2007 Guidebook

EDUCATION

University of Virginia: School of Architecture
Master of Landscape Architecture; Graduated May 2013

European Masters In Landscape Architecture (EMiLA) Intensive Program Workshop
Barcelona, Spain, October 2012 (one week)

The College of William & Mary
B.S. Geology (Concentration: Environmental Geology), English
Summa Cum Laude, Phi Beta Kappa, High Honors in Geology; Graduated December 2008

Colonial Williamsburg Architectural History Field School
Williamsburg, VA, Summer 2006 (one month)

DODSON & FLINKER

Landscape Architecture and Planning

DANIEL SHAW

Associate

PROFESSIONAL EXPERIENCE

Dodson & Flinker

Landscape Architects & Planners, Northampton, Massachusetts

Associate: 2015- Present

Dan is an associate landscape designer and planner, assisting with a wide range of projects from regional and urban planning to site and detail design for schools, parks and other facilities. He is skilled in collaborative and participatory design, public speaking, construction documentation, graphic production, and interdisciplinary coordination on complex projects. Dan's background has given him broad knowledge in designing public space, waterfronts, green infrastructure, resilience planning, built environments promoting health, ecological restoration, and planning at neighborhood and regional scales. Dan's goal in his work is to make our intrinsic connection with ecological systems visible, productive, and inspiring, through the design of the landscapes we inhabit. Dan recently became a Massachusetts state-certified Municipal Vulnerability Preparedness (MVP) provider.

PREVIOUS EXPERIENCE

J.A. Brennan Associates PLLC Landscape Architects and Planners, Seattle, WA
Landscape Designer and Planner, 2013-2015

University of Washington, Department of Landscape Architecture, Seattle, WA
Teaching Assistant: "Soils and Hydrology for Landscape Architects" and "Grading and Drainage", 2012

Dan Shaw, Landscape Design and Construction, various locations in MA, PA, and WA
Freelance landscape designer, 2009-2012

James Rose Center for Landscape Architectural Research and Design, Ridgewood, NJ
Resident Intern, 2008

EDUCATION

University of Washington, Master of Landscape Architecture II, 2012

University of Massachusetts, Bachelor's of Science in Landscape Architecture, Magna Cum Laude, 2009

AWARDS (SELECTED)

Northwest Institute for Architecture and Urban Studies in Italy: Fellowship, University of Washington Rome Center Alumni, 2013

American Society of Landscape Architects (ASLA): Student Honor Award in Community Service for "Escuela Ecologica Saludable", team project, 2012

Environmental Design Research Association (EDRA): Great Places Award for "Escuela Ecologica Saludable", team project, 2012

Social Environmental Economic Design (SEED): International Design Honor Award for "Escuela Ecologica Saludable", team project, 2012

American Society of Landscape Architects, Washington Chapter (WASLA): Student Merit Award for "Seattle Waterfront: Seawall as Public Space", 2011

American Society of Landscape Architects: Student Honor Award for collective body of undergraduate work, 2009

PUBLICATIONS, PRESENTATIONS, AND EXHIBITIONS

Shaw, Daniel, "Songlines and Groundlines: Music and Landform Shaping Each Other". Master's thesis, University of Washington. Iain Robertson and Jeff Hou, committee. 2012.

Structures for Inclusion 2012 Conference, Austin, TX, "Escuela Ecologica Saludable", Panel 1: Partnerships, presented with Leann Andrews and Jorge Alarcon, invited. 2012.

European Biennale of Landscape Architecture, Barcelona, Spain, 2012, "An Instrument for the Many Voices of Climatic Uncertainty", exhibited, group project; "Songlines and Groundlines: Music and Landform Shaping Each Other", exhibited. 2012.

Dell'Orfano, Jason; Giggey, Brian; Hutchinson, Tamzeena; Monroy, Adam; Morrow, Seth; Regan, Megan; Shaw, Daniel; Shultz, Travis. "Community Service Learning Through the Lens of Applied Field Studies in Guatemala". Scholarworks@ UMass Amherst. 2010.

Commonwealth College Undergraduate Symposium, University of Massachusetts, Amherst "The Heart of Holyoke", group student master planning project, exhibited. 2008.

REGISTRATION AND MEMBERSHIPS

Municipal Vulnerability Preparedness Provider
Massachusetts Executive Office of Energy & Environmental Affairs, 2017

Public Interest Design Institute
Social, Economic, and Environmental Design (SEED) Certified in Public Interest Design, 2012

American Society of Landscape Architects
Associate Membership, 2009

Dodson & Flinker
LID and Conservation Development Regulations

As illustrated by the following examples, all of our regulatory work has been prepared in collaboration with other planners and/or legal experts, including attorney Mark Bobrowski, attorney Joel Russell, planner Ted Brovitz of Brovitz Community Planning & Design, and Nate Kelly of Horsley Witten Group.

For Natick the bylaws and regulations will be prepared by Dillon Sussman and myself. Dillon recently joined Dodson & Flinker after 4 years at Pioneer Valley Planning Commission. Frankly, while we cannot give you an example of a bylaw we have written solo, I have been directly involved in all of the following projects, am AICP certified and well-versed in all aspects of zoning and regulations.

Peter Flinker

MAPC model Conservation Subdivision bylaw – 2000 (with Mark Bobrowski)

Model Ordinances, South County Watersheds Technical Planning Assistance Project – 2001 (with Mark Bobrowski)

Rhode Island Conservation Development Manual – 2003

<http://www.dem.ri.gov/programs/bpoladm/suswshed/pdfs/condev.pdf>

Rhode Island Urban Environmental Design Manual, with Regulatory guidance, including model LID Standards - 2005 (with Nate Kelly)

<http://www.dem.ri.gov/programs/bpoladm/suswshed/pdfs/urbman.pdf>

Planned Village Development Ordinance, Exeter, RI – Adopted 2012 (with town attorney)

https://library.municode.com/ri/exeter/codes/code_of_ordinances?nodeId=APXAZO_ARTXPLVIDE_S10.1PLVIDEGERE

Model Regulations, an appendix to *Village Guidance: Tools & Techniques for Rhode Island Communities* – 2013 (with Nate Kelly)

<http://www.dem.ri.gov/programs/bpoladm/suswshed/pdfs/vilgyde.pdf>

- Draft Enabling Legislation for Transfer of Development Rights
- Local Transfer of Development Rights Regulatory Guidance
- Regulatory Guidance for Village Development District
- Regulatory Guidance for TDR in a Conservation Development Ordinance
- Potential Zoning Ordinance Language to Implement Cottage Development
- Model Inter-municipal TDR Memorandum of Agreement
- Recommended Outline for Village Design Standards

Wellesley Natural Resource Protection Zoning – Adopted 2014 (with Nate Kelly)

<https://www.wellesleyma.gov/DocumentCenter/View/562/Section-16F---Natural-Resources-Protection-NRP-Development-PDF?bidId=>

Route 7 Form-based Code, Shelburne Vermont – Adopted 2016 (with Ted Brovitz)

Maple Street Smart Growth Overlay District, Danvers, MA – Adopted 2017 (with Ted Brovitz)
http://www.salemnews.com/news/local_news/mixed-use-plan-proof-of-concept-for-maple-street-zoning/article_44bd16fb-b180-5412-92b2-d119cf0cb284.html

North Grafton Transit Village Overlay District and Design Guidelines, Grafton, MA – Adopted 2017 (with Ted Brovitz and town planner Joe Laydon)
[https://www.grafton-ma.gov/sites/graftonma/files/pages/section 13 - ng transit 40r bylaw - warrant submission draft - sept 5 2017.pdf](https://www.grafton-ma.gov/sites/graftonma/files/pages/section_13_-_ng_transit_40r_bylaw_-_warrant_submission_draft_-_sept_5_2017.pdf)

Danvers Downtown Form-base code – ongoing (with Ted Brovitz)

Northampton Form-based Code – ongoing (with Ted Brovitz)

New Bedford Form-based Code – ongoing (with Ted Brovitz)

Town of Natick, Massachusetts

ADDENDUM NO. 1

TO: Prospective Quoting Parties

PROJECT: RFQ: Consulting Services to Assist the Town of Natick in the Creation of Low Impact Development Regulations and the Adoption of Said Low Impact Development Regulations into the Existing Natick Zoning Bylaws

FROM: Bryan R. Le Blanc
Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
(508)- 647-6438

DATE: July 6, 2018

Please also acknowledge via return correspondence upon receipt.

This addendum shall be acknowledged as indicated on the QUOTE FORM, which is included with the RFQ, and which shall be submitted to the Town. Failure to acknowledge Addendum No. 1 in the QUOTE FORM may result in rejection of your firm's quote.

This addendum consists of three (3) pages (including this one).

The Town responds to a question raised in the quote process:

1. *"What is the total amount available for consulting services under any contract issued pursuant to this Request for Quotes?"*

Although the Town of Natick has a target of \$52,074.00 for this project, \$13,021.00 of this amount comes from in-kind labor pledged through the Town (through services of time to be devoted by Community Development staff, etc.) Hence, this amount must be deducted from the \$52,074.00, leaving \$39,053.00 available to pay any potential consultant that may awarded a contract pursuant to this Request for Quotes. Thus, \$39,053.00 is the maximum amount that the Town of Natick has available for any contract awarded to this Request for Quotes. The Town has revised Attachment C to this RFQ to reflect the status of this budgetary situation.

Any contract will be awarded through a competitive process – a contract will be awarded, if at all, to a responsible and responsive party offering to provide the complete scope of services at the lowest quote (as indicated on the Successful Quoting Party's Quote Form).

BECAUSE OF THIS CLARIFICATION, THE DUE DATE AND TIME HAS ALSO BEEN EXTENDED FROM JULY 9, 2018, UNTIL THURSDAY, JULY 12, 2018, AT 11:00 A.M. EDST.

THE NEW DUE DATE/TIME IS THURSDAY, JULY 12, 2018, AT 11:00 A.M. EDST. QUOTES MAY STILL BE DELIVERED IN PERSON TO 75 WEST STREET, NATICK, MASSACHUSETTS (ATTN. BRYAN LE BLANC, PROCUREMENT OFFICER), OR MAY BE DELIVERED TO MR. LE BLANC BY EMAIL TO bleblanc@natickma.org.

All other terms and conditions of the procurement and resulting contract remain the same.

FY18 MVP Action Grant Scope - Natrick Low Impact Development Regulation Development and Zoning Bylaw Inclusion

Task Description	Deliverables	Deliverable Due Date	Invoice Due Date	Grant	Match In-Kind Labor Town Staff	Total
Task 1						
Sub-task 1.1 Municipal Working Group Meeting	Convene a Regulatory Reform working group.	8/31/2018	9/30/2018	\$4,360.00	\$886.00	\$5,246.00
Sub-task 1.2 Regulatory Diagnostic	Perform a detailed review of the Stormwater Bylaw, Zoning Bylaw, and Subdivision Rules and Regulations.	8/31/2018	9/30/2018			
Sub-task 1.3 Proposed Framework	Present contents of draft report to the Working Group. Revise existing regulatory framework.	9/30/2018	10/31/2018	\$3,880.00	\$612.00	\$4,492.00
Task 2						
Sub-task 2.1 Stormwater Bylaw	Perform edits to the Stormwater Bylaw and submit to Conservation Commission and Working Group for review	12/31/2018	1/31/2019	\$8,085.00	\$2,875.00	\$10,960.00
Sub-task 2.2 Subdivision Rules and Regulations	Perform edits to the Subdivision Rules and Regulations and submit to the Planning Board and Working Group.	3/31/2019	4/30/2019	\$10,350.00	\$2,220.00	\$12,570.00
Sub-task 2.3 Zoning Bylaw	Perform edits to the Zoning Bylaw and submit to the Planning Board.	5/31/2019	6/30/2019	\$8,228.00	\$2,220.00	\$10,448.00
Sub-task 2.4 Bylaw Adoption	Attend and support all hearings associated with the adoption of	6/30/2019	6/30/2019	\$0.00	\$4,086.00	\$4,086.00

TOTAL PROJECT COST

\$59,056.00

\$13,021.00

\$72,077.00

In-Kind Labor

**Town of Natick
Natick, Massachusetts**

Request for Quotes

for

**the Procurement of Consulting Services to Assist the Town of Natick in
the Creation of Low Impact Development Regulations and the Adoption
of Said Low Impact Development Regulations into the
Existing Natick Zoning Bylaws**

**QUOTES DUE:
July 9, 2018, 11:00 A.M. LOCAL TIME**
Late Quotes Will Be Rejected

DELIVER COMPLETED QUOTES TO:

Procurement Officer
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

I. INTRODUCTION

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), solicits quotes for consulting services to assist the Town of Natick in the creation of low impact development regulations and the adoption of said low impact development regulations into the existing Natick Zoning Bylaws. For a full description of the scope of services, please refer to Section II (A) of the Request for Quotes ("RFQ").

Each Quoting party's quote marked, marked "Quote for Consulting Services to Assist the Town of Natick in the Creation of Low Impact Development Regulations and the Adoption of Said Low Impact Development Regulations into the Existing Natick Zoning Bylaws," will be received until **11:00 A.M. local time, July 9, 2018**, will be received at this address:

Procurement Office
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

Each Quoting Party's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in Procurement Office shall be considered official. No Quotes received after the date and time specified in the previous paragraph shall be accepted. No faxed Quotes shall be accepted. Conditional Quotes will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Quotes shall be extended until 11:00 A.M. local time on the next business day that the Procurement Office is open.

Quotes may also be received by email at bleblanc@natickma.org.

Each Quote shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Quote submitted shall be binding for sixty (60) days subsequent to the time of the opening of Quotes.

The Town **will not** reimburse Quoting parties for any costs incurred in preparing Quotes in response to this RFQ. Submission of a Quote shall be conclusive evidence that the Quoting party has examined this RFQ and is familiar with terms of this RFQ and all provisions of the contract included with this RFQ. Upon finding any omissions or discrepancy in this RFQ, each Quoting party shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Quoting party to investigate completely the RFQ and/or to be thoroughly familiar with this RFQ shall in no way relieve any such Quoting party from any obligation with respect to the Quote. By submission of a Quote, the Quoting party agrees that if its Quote is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFQ and which is the form attached hereto at Attachment H. By submission of a Quote, the Quoting party further indicates acceptance of all terms and conditions of this RFQ.

II. BACKGROUND

The Town is soliciting Quotes from qualified firms or individuals for the procurement of consulting services to assist the Town of Natick in the creation of Low Impact Development Regulations and the adoption of said Low Impact Development Regulations into the existing Zoning Bylaws (the "Project").

A. Scope of Services

The Town seeks to procure services from a qualified firm, with at least five (5) years of municipal consulting experience with specific experience in zoning and low impact development regulation development, to serve as a Low Impact Development Regulations Development consultant.

Background

The Baker-Polito Administration has awarded the Town of Natick a FY 2019 Massachusetts Municipal Vulnerability Program Action Grant in an effort to prepare for climate change and build resilience.

Through funding by the Foundation for MetroWest, Mass Audubon's *Shaping the Future of Your Community* Program offered technical assistance to the Town of Natick in 2016 to review existing bylaws and regulations and encourage permitting of nature-based solutions. They provided an analysis of Natick's existing regulations against best practices and recommendations which offer the foundation for the bylaw changes we seek to develop with the support of this grant. Please see the document that resulted from this process in Appendix A, as it will be a key resource for this project.

The Mass Audubon analysis identified opportunities with the larger zoning bylaw, site plan review (SPR), subdivision rules and regulations, and stormwater management bylaw and regulations. It found that, overall, the Town's existing bylaws and regulations currently hint at Low Impact Development practices in many places, but offer few standards, confusing guidance and challenging cross-references. For example, Natick currently has five different cluster bylaws. Some outline minimum parcel size and some outline different residential areas, but overall there are very few differences between them. The existing cluster bylaws also leave the burden of proof to the developer to explain why a cluster development is superior to the conventional design and require extra steps. Currently, these bylaws are not by right and do not follow the Open Space Residential Design (OSRD) four step process that identifies and protects critical natural resources.

The aim of this project is to further refine Natick's bylaws and regulations to streamline the process for developers and incorporate best practices that: minimize the alteration of natural green infrastructure such as forests; reduce creation of impervious surfaces; support retention of naturally vegetated buffers along wetlands and waterways; minimize grading and alterations to natural flow patterns; and support the use of clearly defined LID techniques as the preferred, most easily permitted methods for managing stormwater. This would also offer Natick more options in terms of sustainable housing developments. Additionally, the cluster bylaws themselves need updating to reflect the main points of the state's model Natural Resource Protection Zoning (NRPZ) bylaw. With these gaps in mind, the expectation is that the consultant's work will, at a minimum, result in the adoption of LID-focused revisions to the following:

- Stormwater Bylaw
- Subdivision Rules and Regulations
- Cluster Bylaws
- Zoning Bylaw

To support these efforts, the consultant should plan to, at a minimum, use NOAA data, the state's model NRPZ bylaw, the OSRD four step process that identifies and protects critical natural resources, as well as all other applicable up-to-date climate change data, to inform and educate necessary regulation updates. As mentioned above and included in Appendix A and B, Greening Your Community Cost-Effective LID Solutions and Modest Revision Residential Cluster Development and Natick Zoning By-Law Revised Intensity of Use Table working documents respectively are available resources.

It will also be important that proposed revisions tie into and be complementary to existing regulatory and planning documentation. For example, Natick is currently going through the Master Plan 2030 process and this document has several LID oriented goals outlined in the Land Use, Zoning and Open Space Sections. In addition, Natick's Community and Economic Development Office staff have already begun to incorporate these ideas into its thinking, and has discussed working with the Planning Board to establish some LID guidelines for evaluating future development. The Town currently has a working document incorporating some of the LID principals into a Draft Cluster Development Revision (see Appendix B for this working document).

Consultant Responsibilities

Asterisked items denote specific information the Town of Natick expects to receive with your response.

Task 1. Municipal Working Group

With guidance from The Successful Quoting Party (SQP), municipal planning staff will convene a LID Working Group to serve as a resource to the project for review of LID regulatory concepts and draft

materials. Municipal staff members who serve as part of administration, enforcement, and maintenance related to stormwater management and roadways will be particularly important members in this group. Stakeholders to be involved should include, but not be limited to: Sustainability Committee, Open Space Advisory Committee, Stormwater Committee, Building Department, Department of Public Works, Finance Committee, Planning Board, Conservation Commission and Natick's development community.

SQP will facilitate a Working Group kick-off meeting to discuss the planning performed to-date in Natick and the hopes/concerns of key stakeholders relative to implementing Low Impact Development (LID) measures throughout local regulations, and will collaborate with the Working Group throughout the development process via in-person and phone meetings.

The SQP should provide an outline of how it will engage with this Working Group and all stakeholders throughout the development process with its response.*

Task 2. Regulatory Diagnostic

Using the Mass Audubon work, existing Planning Department cluster bylaw working documentation and other available applicable documentation as a starting point, the SQP will review the Stormwater Bylaw, Zoning Bylaw, and Subdivision Rules and Regulations.

Areas of particular interest include:

- The different review thresholds and processes for various permits in the community and how these different permit review processes fit together.
- Specific areas where better stormwater management, impervious cover reduction, flood control, BMP selection, site design and other development techniques could be implemented towards a more low-impact approach.
- Specific policy decisions the Town needs to make relative to LID implementation that will serve as determinants for the regulations moving forward.

Task 3. Proposed Framework

The SQP will work with the Working Group to discuss findings, create revisions and present a method of moving what will be the proposed regulatory framework revisions forward. This will be available to the Working Group in report form*.

SQP will provide a schedule of work and when key milestones will be completed as part of its response.*

SQP will outline the means and methods of how they will present stakeholders the anticipated impacts these regulatory changes will have on the community and staff as part of its response.*

Task 4. Stormwater Bylaw

SQP will perform edits to the Stormwater Bylaw and work with the Working Group, Conservation Agent and Conservation Commission for regulatory review. SQP will provide revisions as directed by the Conservation Commission.

Task 5. Subdivision Rules and Regulations

SQP will perform edits to the Subdivision Rules and Regulations and work with the Working Group to engage key stakeholders for regulatory review. SQP will provide revisions as directed by the Working Group.

Task 6. Zoning Bylaw

SQP will perform edits to the Zoning Bylaw and work with the Working Group to engage key stakeholders for regulatory review. SQP will provide revisions as directed by the Working Group.

Task 7. Meeting Attendance

Municipal planning staff will attend and support all applicable municipal board and commission hearings associated with the review of regulatory changes. The SQP will attend a minimum of 5 meetings with various stakeholders outside of the Working Group to provide necessary technical expertise. The SQP will also be available to perform subsequent edits and revisions to the work product, answer applicable questions and provide clarification regarding the work product as needed prior to adoption. The target date for the first Planning Board public hearing to review applicable revisions is early Spring of 2019. SQP will also provide a minimum of 1 community engagement meeting for the public.

SQP will provide a per-meeting cost breakdown within the response.*

SQP invoices must demonstrate sufficient information showing the services were performed and/or products were received with respect to meeting all scope and performance requirements. Please see attached state deliverables-Appendix C.*

Duration: As scheduled across the project. Total project duration is approximately 12 months. Per the grant guidance, it must be complete by June 31, 2019. Town staff will coordinate the final adoption of these regulations which require Town Meeting approval.

The successful quoting party shall agree to carry to abide by the terms and conditions of the attached contract.

B. Successful Quoting Party's Personnel

The Successful Quoting party shall be responsible for any training of his/her/its personnel. The Successful Quoting party's personnel shall be adequately trained by the Successful Quoting party, shall be experienced in the provision of services specified in this RFQ, and shall be of good moral character. All of the Successful Quoting party's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Quoting party shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Quoting party will update this list whenever there is a change in personnel.

III. COMPLIANCE WITH LAWS

The Successful Quoting party shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Quoting party shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

IV. INSURANCE

The Successful Quoting party shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFQ and is incorporated herein by reference. Without limitation of other requirements of this RFQ, no Contract shall be entered into by the parties unless the successful Quoting party complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and

all insurance policies required under the Contract, and which include the required language mandating that the Town shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

V. INDEMNIFICATION

The Successful Quoting party shall assume the indemnification responsibilities described in the Contract which is a part of this RFQ and is incorporated herein by reference.

VI. INDEPENDENT CONTRACTOR STATUS

The Successful Quoting party shall provide services as an independent contractor with the Town, and not as an employee of the Town, and the Successful Quoting party and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

VII. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Quoting party who is performing services under any Contract awarded by the Town of Natick, the Successful Quoting party shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Quoting party's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Quoting party to provide such information to the Town, the Successful Quoting party shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

VIII. USE OF ALCOHOL AND CONTROLLED AND/OR MOOD ALTERING SUBSTANCES PROHIBITED

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

IX. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Quoting party, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

**TOWN OF NATICK
QUOTE FORM**

The undersigned Quoting party hereby submits a quote for the procurement of consulting services to assist the Town of Natick in the creation of Low Impact Development Regulations and the adoption of said Low Impact Development Regulations into the existing Zoning Bylaws

The undersigned Quoting party acknowledges addenda numbered _____ (list all addenda, i.e., 1, 2, 3, etc.)

Printed Name of Quoting party:

Address: _____

Total lump sum fee: _____ dollars and _____ cents (Write out in both words and numbers.) (INCLUDES ATTENDANCE AT FIVE (5) MEETINGS).

COST PER MEETING AFTER FIVE (5) MEETINGS INCLUDED

ABOVE. _____ dollars and _____ cents - NOTE WILL NOT BE USED
AS A BASIS OF AWARD.

The undersigned certifies, under penalties of perjury, that this Quote has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Quoting party named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

The Quoting party has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Quoting party, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Quoting party. No person, corporation, or other entity, other than a bona fide full time employee of the Quoting party has been retained or hired to solicit for or in any way assist the Quoting party in obtaining a Contract pursuant to this RFQ upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Quoting party. The Quoting party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Quotes. The Quoting party understands that the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

The Quoting party hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Quoting party also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Quotes.

The Quoting party hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Quoting party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

The Town intends to award one (1) contract, if at all, to the responsible and responsive party providing the lowest overall quote to provide the services (including attendance at five (5) meetings) enumerated in this RFQ.

Authorized Signature

Printed Name

Printed Title _____

Date _____

Full Legal Name _____

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Tel. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in MA _____

**ATTACHMENT
FORM OF CONTRACT**

(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF
CONSULTING SERVICES TO ASSIST THE TOWN OF NATICK IN THE
CREATION OF LOW IMPACT DEVELOPMENT REGULATIONS AND THE
ADOPTION OF SAID LOW IMPACT DEVELOPMENT REGULATIONS INTO
THE EXISTING NATICK ZONING BYLAWS

This Contract is made as of this _____ day of _____, 2018, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town"), and _____, a _____ organized under the laws of _____, with a principal office located at _____ (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, regarding the subject matter of this contract, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide consulting services to assist the Town of Natick in the creation of low impact development regulations and the adoption of said low impact development regulations into the existing Natick Zoning Bylaws, as described in the Request for Quotes for Consulting Services to Assist the Town of Natick in the Creation of Low Impact Development Regulations into the Existing Natick Zoning Bylaws ("RFQ"), which is attached hereto and incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendering of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall end one (1) year later. In the sole discretion of the Town, the term of this Contract may be extended for one (1) or two (2) one (1)-year renewal periods.

4. Incorporation of the RFQ/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor's Quote are incorporated herein by reference. In the event of any conflict among the Contract Documents, the

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Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFQ (if any)
Fourth Priority:	RFQ
Fifth Priority:	Contractor's Quote.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Quote, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify all services rendered.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFQ, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town, Massachusetts and its officers, employees, boards, commissions, committees,

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agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

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- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance, \$1,000,000 each occurrence/\$2,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:

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- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

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By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of the RFQ and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled and/or Mood Alerting Substances Prohibited

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

16. No Smoking

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

17. Criminal Background Screening

For each employee of the Contractor who is rendering services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

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

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition

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under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.

- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages, from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, each notice required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

**Town of Natick, Massachusetts
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If to the Town: Melissa A. Malone
 Natick Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With a copy to: Karis L. North, Esq.
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

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- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Quote was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Quote documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from

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participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF
CONSULTING SERVICES TO ASSIST THE TOWN OF NATICK IN THE
CREATION OF LOW IMPACT DEVELOPMENT REGULATIONS AND THE
ADOPTION OF SAID LOW IMPACT DEVELOPMENT REGULATIONS INTO
THE EXISTING NATICK ZONING BYLAWS

- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

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Town of Natick, Massachusetts
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The Town of Natick, Massachusetts

(Printed Name of Contractor)

by: the Natick Board of Selectmen

by:

Amy K. Mistrot, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF
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APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.

Dated: _____

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF
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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 __, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

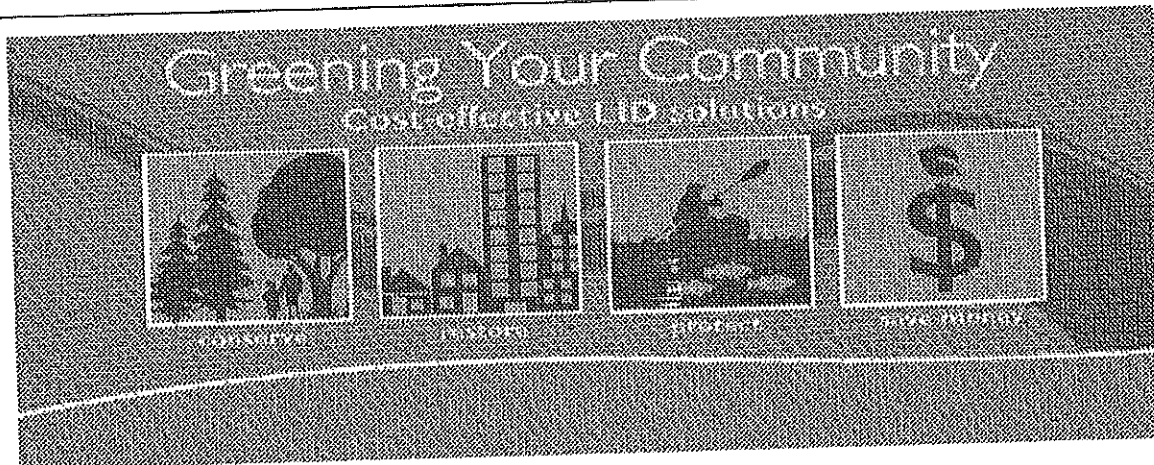
Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

APPENDIX A



Supporting LID in Natick

A Comparison of Local Land Use Regulations with Best Practices

Introduction

The following analysis was completed to assist Natick in applying cost-effective Low Impact Development (LID) techniques. Specifically, this template evaluates local land use regulations in relation to models and examples from the Commonwealth of Massachusetts' Smart Growth/Smart Energy Toolkit and other sources in relation to the use of LID and Green Infrastructure (GI) techniques. The focus is primarily on residential development, but the concepts are also applicable to other forms of development and redevelopment.

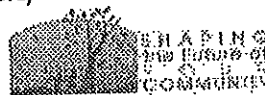
Best practices minimize the alteration of natural green infrastructure such as forests; reduce creation of impervious surfaces; support retention of naturally vegetated buffers along wetlands and waterways; minimize grading and alterations to natural flow patterns; and support the use of LID techniques as the preferred, most easily permitted methods for managing stormwater.

Get more details on LID's many cost-savings and other benefits, and our customizable bylaw review chart, at: www.massaudubon.org/LIDCost.

Local coordination across municipal boards and permits is also important for supporting LID. Application of these practices can result in significant savings in infrastructure maintenance costs, as well as improved water quality and protection of water supplies, while supporting property values and overall quality of life. Sustainable development through the application of LID in all aspects of land and water management is a multi-faceted issue that can only successfully be addressed by working together among different departments and perspectives.

Key Areas of Analysis

1. **Overall site design:** Open Space Residential Design (OSRD) vs. conventional subdivisions
2. **Project design and layout standards in relation to LID:** road layout and width, curbing, drainage, sidewalks, parking, landscaping
3. **Maintenance and operations, mechanisms for enforcement:** Who is responsible for maintaining drainage/LID (municipal or homeowner); easements, homeowner association option; municipal inspection and administration systems (this is needed regardless of who is responsible)



Open Space Residential Design (OSRD) Overview

About

This section reviews how local bylaws for cluster, Open Space Residential Design (OSRD), or Natural Resource Protection Zoning (NRPZ) compare to the state's recommended best practices. Communities may currently have multiple bylaws that cover this in different residential areas, in which case they can each be compared to the model regulations. However, in most cases, we would encourage simplification and the use of a single OSRD bylaw with local priorities clearly defined.

Natick

Natick currently has five different cluster bylaws: 1.F Town House Cluster Development in RSA; 2.F Single Family Town House Cluster Development in RSB, D, E; 3.F Single Family Town House Cluster Development in RSC; 4.F Cluster Development in AP & PCP; 5-F Comprehensive Cluster Development Option in RSB.

With the exception of 4F, which has a minimum parcel size of .69 acres (30,000 ft²) and the fact that each is for a different residential area, there are few differences between them. They are cumbersome to both those applying for and reviewing proposals with no clearly defined characteristics to set them apart of why to apply for one over another. By refining these cluster bylaws to either be clearly distinctive or simply eliminating the excess would help to streamline the process for developers and the town. These cluster bylaws also they leave the burden of proof to the developer to explain why a cluster development is superior to the conventional design and require an extra step through a SP or SPR. Simplifying this process may encourage developers to carefully craft their proposed design instead of offering their classic "cookie cutter" approach to subdivisions.

Additionally, the cluster bylaws themselves also need updating to reflect the main points of the state's model Natural Resource Protection Zoning (NRPZ) bylaw. Currently, the bylaws are not by right and do not follow the OSRD four step process that identifies and protects critical natural resources. Instead, they offer some clustering of homes with minimal natural resource protection. Three bylaws require a mere 30% open space protection (of which up to half may be floodplains or wetlands), 4F requires 35%, and 5F requires 50% (again, half may be wetlands or floodplains). The best practice identified by the state is 50-90% conserved open space. Similarly, four of the five bylaws require over 20 acres minimum parcel size to even offer this type of cluster zoning, leaving most parcels out of limits for this sustainable development practice (only 4F requires a smaller amount - about .69 acres). Significantly reducing or eliminating the parcel size requirement would offer Natick more options in terms of sustainable housing developments.

Requirement of LID practices, contiguity of open space, connections with local open space plans, more flexible dimensional standards, and options for density bonuses are some of the other major changes that could improve the town's cluster bylaws.

It is currently difficult to determine whether density under the cluster bylaws would be higher compared to the traditional RSA zoning district or which cluster bylaw has the highest density. Developers may avoid trying to figure out the density and go through the special permit if they don't see a direct benefit. By simplifying the number of cluster bylaws into one OSRD bylaw that clearly offers a higher density as well as a density bonus, the town may encourage more OSRD type developments.

One option that Natick may pursue is to require developers to submit a preliminary plan of both a conventional approach as well as an OSRD approach and allow the Planning Board decide which the developer may pursue. This approach was adopted in Westford, MA in 1978 and has helped the community conserve over 1,500 acres of land offering recreational and environmental benefits without having to purchase it themselves.

The attached chart gives a more detailed analysis of Natick's five cluster bylaws.

Zoning Bylaws, Subdivision Rules and Regulations, Site Plan Review, and Stormwater/LID Overview

About

This section reviews not only the individual bylaws and regulations, but also how they work together and how consistent they are. Communities often update portions of bylaws or regulations in a piecemeal way over decades, leading to inconsistencies among various provisions. This color-coded analysis provides a quick overview of not only which rules are out of date and not meeting best practices for LID and preservation of Green Infrastructure, but also how certain topics (such as siting of LID) may be inconsistent between different parts of the local land use rules.

Not all factors (such as road width, siting of LID, limits on clearing and grading, or allowing common drives) may be addressed in each of the sections considered (Zoning bylaws, Subdivision Rules and Regulations, Site Plan Review (SPR), and Stormwater/LID bylaw). Where that factor is not usually included within a regulation or bylaw, you'll notice that "(Not Applicable)" will appear in that box. For example, setbacks and frontage requirements are addressed under Zoning, but often not under other bylaws or regulations. Those boxes are available for editing where desired.

The analysis is broken into three sections: Dimensional Requirements, Subdivision Rules and Regulations/Road Design Standards, and Site Work.

Dimensional Requirements

Often, making requirements more flexible will help communities decrease the amount of impervious surfaces and increase infiltration through the use of LID measures. This includes allowing reduced parking areas, reduced setbacks and frontage requirements, allowing common drives, and limiting impervious areas. There is an opportunity to define and encourage LID in many areas of this section, though communities often only discuss stormwater management in terms of grey infrastructure (culverts, piping, catch basins, etc.).

Subdivision Rules and Regulations/Road Design Standards

This section reviews site design such as street location, road width, cul-de-sac design, curbing, roadside swales, and sidewalk design and location. There are many opportunities for communities to minimize impervious surfaces and allow for infiltration through curb cuts, swales, and cul-de-sacs with bioretention, among other things.

Site Work

The focus of this section is to limit clearing and grading and encourage soil management, the use of native species, and revegetation of disturbed areas. Often, communities have language such as "due regard shall be shown for natural features" without any specific limitations or guidelines that can be used by local boards to ensure developers are following the true intent of the community. The retention of natural vegetation and soils is the single most efficient means of reducing development impacts on water resources, avoiding costs associated with piping and other "grey" stormwater management features as well as the need for irrigation. There are also many other benefits – including habitat for birds and pollinators, trees for shade and clean air, and protection of natural scenery that contributes to property values and a high quality of life.

Overall/Common Themes

Throughout this analysis, LID can be clearly described as the preferred method, such as the use of roadside swales, requiring roof runoff to be directed into vegetated areas, and a preference for infiltration wherever soils allow or can be amended. Landscaping in parking areas should be designed to include LID – using runoff for landscape irrigation. Bylaws and/or regulations should clearly specify what LID is and which BMPs are preferred or required. Adopting a specific LID bylaw can help clearly define and incorporate LID as a preferential stormwater management technique. By defining LID within this bylaw, it also decreases the need to explain LID throughout each of the Zoning bylaws, SPR, and subdivision rules and regulations and reduce the potential for any conflict between regulations and bylaws.

Natick

There are opportunities for improvements with each of the zoning bylaw, site plan review (SPR), subdivision rules and regulations, and stormwater management bylaw and regulations. Making the requirements more flexible will help Natick decrease the amount of impervious surfaces and increase infiltration through the use of LID measures. These include reducing dimensional requirements, allowing common drives, flexible street location placement that works with the natural landscape, reduced road width standards, and reducing sidewalk requirements.

In other areas, LID can be clearly described as the preferred method, such as the use of roadside swales, requiring roof

runoff to be directed into vegetated areas (assuming soils allow for infiltration), and allowing or requiring LID in parking areas. For example, in the Subdivision Rules and Regulations, Section VI part J.III.2 requires landscape buffers and landscaped islands within parking lots, but with curbing. If the curbing requirements were removed, these already existing landscaped areas could be used as stormwater management and reduce the amount of polluted stormwater flowing into the MS4 system.

Similarly, the zoning requirements require landscaped buffers to the right of way (ROW) and off street parking, which offer opportunities for curb cuts to allow for LID drainage. LID could also specifically be addressed and cited within the SPR standards, where natural drainage and swales "should be used when possible," but there is no mention of LID practices, when they're applicable, or how to use them.

Both SPR and Subdivision rules could also be clarified in terms of reducing clearing and grading needs as well as using native plantings. Subdivision rules Section III B 9D require a "due regard for natural features" that "add attractiveness and value" to the parcel, but do not include information or consideration of other benefits such as ecosystem services provided by the natural features. Site Plan Review requires, that "natural drainage courses, swales properly stabilized with plant materials...shall be utilized to dispose of water on the site through natural percolation to a degree equivalent to that prior to development," which is a big step in the right direction, but can still include more specific information on "Low Impact Development" and a variety of BMPs to achieve a successful project that addresses these goals.

There are many other parts of the bylaws and regulations that hint at LID without specifically addressing it and offer opportunities for improvement. For example, while the SPR mentions that frequent driveway openings within the Town House Cluster Plan should be avoided, it stops short of describing and encouraging common drives. Both the SPR and Subdivision rules take the first step in requiring plantings that must not require high water use, but do not specifically encourage native plants or those that tolerate both drought conditions as well as flooding that are used in LID bioswales.

Creating an LID bylaw may also help Natick create a simple standard as to what qualifies as LID and review the benefits and how it may be used. This will decrease the need to explain LID throughout each of the zoning, SPR, and subdivision rules and regulations and reduce the potential for any conflict between regulations and bylaws. Having a central LID bylaw will also allow the PB to easily adjust the standards in the future instead of altering each regulation or bylaw as needs and knowledge changes.

While a daunting task, rewriting the zoning bylaw entirely would help Natick truly determine its priorities and ensure that what the town is requiring actually match those needs. For example, Natick conducted a study of the downtown area to look at what the zoning required as compared to what buildings already existed. Nearly 75% of built homes were considered nonconforming structures. This implies that the regulations do not accurately reflect a preservation of community character. Additionally, it may have unintended consequences that further exacerbate this issue. If a homeowner wishes to adjust their home through an addition or building a porch, they have to go through the ZBA. If they have to go through this process anyway, it may encourage a greater rate of tear downs and the building of homes that are even further from the existing community character.

Natick has the option of doing a large-scale revision of the zoning bylaws to review the existing structures in the community, deciding what the true priorities are for the town and neighborhood, and writing zoning that reflects these changes. Legacy bylaws don't always reflect the true needs of the community and deserve a closer look to decide how to proceed and shape the future of Natick.

The attached chart gives a more detailed analysis of Natick's zoning bylaw, site plan review, subdivision rules and regulations, and stormwater management bylaw and regulations.

MA Open Space Residential Design Best Practices Factors	Conventional	Better		III-1.F Town House Cluster Development in RSA	III-2.F Single Family Town House Cluster Development in RSB, D, E	III-3.F Single Family Town House Cluster Development in RSC	III-4.F Cluster Development in AP & PCP	III-5-F Comprehensive Cluster Development Option in RSB
Intent				Character, recreation	water supply, recreation, variety of housing	water supply, recreation, variety of housing	Develop in AP, small minimum parcel requirement	Mentions OS plan
Permit Type	Special Permit	By Right	Mandatory		Requires Site Plan Approval	Requires Site Plan Approval	Requires Site Plan Approval	
Land area to which the zoning is applicable	Only a small amount of developable land	Land of particular environmental sensitivity	All developable land zoned residential					
Minimum Open Space	50-65%	65-75%	≥ 75%					
Yield Calculation	Full plan with full percolation tests	Sketch plan with selected percolation test(s)	By formula					
Minimum parcel size	≥ 10 acres	5-10 acres	None					
Review Process	No detailed analysis of site characteristics in relation to design	Cluster layout	Flexible "OSRD" 4 Step	Cluster layout	Cluster layout	Cluster layout	Cluster layout	Cluster layout

MA Open Space Residential Design Best Practices Factors	Conventional	Better	III-1.F Town House Cluster Development in RSA	III-2.F Single Family Town House Cluster Development in RSB, D, E	III-3.F Single Family Town House Cluster Development in RSC	III-4.F Cluster Development in AP & PCP	III-5.F Comprehensive Cluster Development Option in RSB
Ownership of Open Space	Appropriate to the resources present. For example, agricultural land by the farmer, watershed land by a water dept. or district, habitat land by the conservation commission, or recreational open space by a parks and recreation commission or homeowners association.		OS shall be conveyed to town under CR to nonprofit that conserves OS. Owners of lots or corporation/trust for conservation/recreation with fee paid for its maintenance expenses.	OS shall be conveyed to town under CR to nonprofit that conserves OS. Owners of lots or corporation/trust for conservation/recreation with fee paid for its maintenance expenses.	OS shall be conveyed to town under CR to nonprofit that conserves OS. Owners of lots or corporation/trust for conservation/recreation with fee paid for its maintenance expenses.	OS shall be conveyed to town under CR to nonprofit that conserves OS. Owners of lots or corporation/trust for conservation/recreation with fee paid for its maintenance expenses.	OS shall be conveyed to town under CR to nonprofit that conserves OS. Owners of lots or corporation/trust for conservation/recreation with fee paid for its maintenance expenses.
Dimensional Standards: area, footage, etc.	Specified, < than for standard subdivision	Formulate reduction with specified minimums	None set or small minimums				
Quality of open space conserved. Specificity of local priorities for natural, cultural and historic resource conservation	No indication of local conservation priorities, or language that refers only to regulated resource areas.	Lack of specificity regarding local conservation priorities; no map of priority locations	Local priorities clearly and unambiguously stated and mapped for use in site design.				

MA Open Space Residential Design Best Practices Factors	Conventional	Better	III-1.F Town House Cluster Development in RSA	III-2.F Single Family Town House Cluster Development in RSB, D, E	III-3.F Single Family Town House Cluster Development in RSC	III-4.F Cluster Development in AP & PCP	III-5.F Comprehensive Cluster Development Option in RSB
Contiguity of open space relationship to previously protected open space	No contiguity requirement	Contiguity required within subdivision	Contiguity required; adjacent land considered				
Quality of open space conserved; Allowed uses of open space	Allowed use of open space not addressed	Vague language regarding use of conserved open space	Clear list of allowed uses consistent with conservation and recreation goals				
Quality of open space conserved; Submission requirements - GIS maps, data, etc. to inform the review process	Vague or no language regarding submission of information on site resources and no specified process for the use of the data submitted.	General non-comprehensive data and mapping requirements; vague process for the application of the data to site design and open space conservation.	Specific plans, maps, & comprehensive data regarding natural, cultural, and historic resources required and used as the basis for open space conservation.				

MA Open Space Residential Design Best Practices Factors	Conventional	Better		III-1.F Town House Cluster Development in RSA	III-2.F Single Family Town House Cluster Development in RSB, D, E	III-3.F Single Family Town House Cluster Development in RSC	III-4.F Cluster Development in AP & PCP	III-5-F Comprehensive Cluster Development Option in RSB
Relationship to Plans	Relationship to plans not discussed	Optional consideration of open space goals of OSP, OSP, master, and/or regional policy plan	Required consideration of open space goals of OSP, master, and/or regional policy plan	Not addressed	Not addressed	Not addressed	Not addressed	Includes criteria to meet preservation and public accessibility of OS; objectives outlined in OSP
Low Impact Design	Not addressed	Encouraged	Required	Not addressed	Not addressed	Not addressed	Not addressed	Not addressed
Density bonus for Review Entity	No bonus offered ZBA, council or selectmen as special permit authority	Bonus by special Planning Board	Automatic or formulate Planning Board	Not addressed	Not addressed	Not addressed	Not addressed	Not addressed
Flexibility re open space protection to facilitate wastewater treatment facilities	No flexibility provided	Aggregate calculations allowed by board of health	If necessary, required open space may be reduced by < 10% to accommodate disposal area dead restricted; aggregate calculations allowed by R&H str.	Not addressed	Not addressed	Not addressed	Not addressed	Not addressed
Monitoring of open space	No specified monitoring requirements and no requirements that would assist the party responsible for monitoring	Loose provisions to facilitate municipal monitoring, or no specificity regarding monitoring interval	Specific provisions to aid endowed monitoring by a conservation org at stated intervals	Not addressed	Not addressed	Not addressed	Not addressed	Not addressed

Factors	Conventional	Better	Zoning: RM / RSA / RSB / RSC / RG	Subdiv Regs	Site Plan	Stormwater / LID Bylaw/Regs
Lot sizes	Required minimum lot sizes	OSRD/NRPZ preferred. Special permit with incentives to utilize	OSRD/NRPZ preferred. Special permit with incentives to utilize	(Not applicable)	(Not applicable)	(Not applicable)
Setbacks	Required minimum front, side, and rear setbacks	Minimize, allow flexibility	Clear standards that minimize and in some instances eliminate setbacks	(Not applicable)	(Not applicable)	(Not applicable)
Frontage	Required minimum frontage for each lot/unit	Minimize especially on curved streets and cul-de-sacs	No minimums in some instances, tied into other standards like OSRD design and shared driveways	(Not applicable)	(Not applicable)	(Not applicable)
Common driveways	Often not allowed, or strict limitations	Allow for 2-3 residential units	Allow for up to 4 residential units	(Not applicable)	(Not applicable)	(Not applicable)
Limit impervious area - Rural Districts in high density areas require post-development infiltration to = or > pre-development	Not usually addressed in zoning and subdivision regs for rural/suburban residential	< 15%	< 10%	Not addressed	Not addressed	Not addressed

Factors	Conventional	Better	Zoning: RM / RSA/ RSB/ RSC/ RG	Subdiv Regs	Site Plan	Stormwater/ LID Bylaw/Regs
Allow easy fitting of LID features (bioretention, swales, etc.)	Often not addressed, may require waivers from subdivision standards	Encouraged along road ROW	Not addressed	Not addressed	Not addressed	(Not applicable)
Permeable paving	Often not addressed, may require waivers from subdivision standards	Allowed on private residential lots for parking, patios, etc.	(Not applicable)	Stormwater/ LID Bylaw/Regs: Permeable paving is encouraged in residential areas.	Not addressed	(Not applicable)
Parking	Specific minimums set based on projected maximum use times	Encourage minimum # needed to serve routine use (e.g. 2/residential unit with any additional/visitors parking behind in driveway or on street)	Establish Maximum Parking spaces allowed Do not require more than 2/residence	Not addressed	Not addressed	(Not applicable)

Factors	Conventional	Better	Zoning: RM / RSA/ RSB/ RSC/ RG	Subdiv Regs	Site Plan	Stormwater/ LID Bylaw/Regs
Site Plan Requirements	LID may not be addressed	Encourage use of LID features in site design	(Not applicable)	(Not applicable)	Insofar as possible, natural drainage courses, swales properly stabilized with plant materials, or paving when necessary, and drainage impounding areas shall be utilized to dispose of water on the site through natural percolation to a degree equivalent to that prior to development.	Not addressed
Rooftop runoff	Prohibit directing clean roof runoff into closed municipal drainage systems.	Allow clean roof runoff to be directed to landscaped or naturally vegetated areas capable of absorbing without erosion, or infiltration	(Not applicable)	Not addressed		Not addressed
Overall stormwater design, piping and municipal retention vs. LID	Conventional stormwater system design standards	LID design standard. Allow surficial ponding of retained runoff for up to 72 hours	(Not applicable)	Refer to Subdiv Regs for LID design standards. Refer to LID design standards for LID design standards.		Required to meet Mass DEP stormwater management standards, but doesn't address LID.

Factors	Conventional	Better	Zoning: RM / RSA/ RSB/ RSC/ RG	Subdiv Regs	Site Plan	Stormwater/ LID Bylaw/ Regs
Stormwater management O&M plan	Typically only addressed if municipality has a stormwater or LID bylaw, or for areas subject to wetlands permit	Required	(Not applicable)	Not applicable	Not applicable	Required to meet MassDEP stormwater management standards, but doesn't address LID.
Construction Erosion and Sedimentation Plan required	Basic general requirements	Required, contents specified	(Not applicable)	Not applicable	Not applicable	
Street location	Numeric and geometric standards based primarily on vehicular travel and safety, with basic pedestrian requirements e.g. sidewalks	Flexibility in applying standards, to reduce area of impact, grading, avoid key natural features	(Not applicable)	Not applicable	(Not applicable)	(Not applicable)
Road width	Major and minor categories, 24-30'	Wide, medium, narrow categories, 22-24' max, plus 2' shoulders	(Not applicable)	Not applicable	(Not applicable)	(Not applicable)
Road ROW width	50-75', fully cleared and graded	40-50', some flexibility in extent of clearing	20-50' depending on road type	Not applicable	Not applicable	Not applicable

Factors	Conventional	Better	Zoning: RM / RSA / RSB / RSC / RG	Subdiv Regs	Site Plan	Stormwater/ LID Bylaw/Regs
Access/Options	No common drives allowed, dead end allowed with limit on length and # of units	Allow dead end with limit on length and # of units. Allow common drives up to 2-3 units	(Not applicable)	Not addressed	(Not applicable)	(Not applicable)
Dead Ends/Cul-de-sacs	120 ft or more minimum turnaround	Minimize end radii - 35 ft	(Not applicable)	Not addressed	(Not applicable)	(Not applicable)
Cul-de-sacs	Full pavement standard	Encourage center landscaping with bioretention	(Not applicable)	Not addressed	(Not applicable)	(Not applicable)
Curbing	Curbing required full length both sides of road	Allow curb breaks or curb flush with pavement to enable water to flow to vegetated LID features	(Not applicable)	Not addressed	Not addressed	Not addressed
Roadside Swales	Allowed as an option	Preferred over closed drainage	(Not applicable)	Not addressed	VI.9.5c Surface Water Drainage - natural drainage and swales should be used when possible to increase natural percolation. LID not specifically stated or defined.	Not addressed
Utilities	Off sets required contributing to wide road ROWs	Not specified, flexible	(Not applicable)	Utilities must be installed underground - not specified within ROW or additional clearing is necessary. Town owns easement 20' from all water/sewer/drain utilities, even if not in public way.	Shall be underground and so located as to provide no adverse impact on the groundwater levels, and to be coordinated with other utilities.	(Not applicable)
Sidewalks	Concrete or bituminous	Some flexibility in material and design	(Not applicable)	Section 10.04.01 - Sidewalks (1) Sidewalks shall be constructed of concrete or bituminous material.	Not addressed	(Not applicable)

Factors	Conventional	Better	Zoning: RM / RSA / RSB / RSC / RG	Subdiv Regs	Site Plan	Stormwater/ LID Bylaw/Regs
Sidewalks	Required both sides of road	Allow on only 1 side of road especially in low density neighborhoods	NA	Sidewalks required on both sides of street	Not addressed	NA
Sidewalks	Drains to road closed drainage system	Not addressed	(Not applicable)	Not addressed	Not addressed	(Not applicable)
SITE PLAN						
Soils managed for revegetation	Not addressed	Limitations on removal from site, and/or requirements for stabilization and revegetation	(Not applicable)	Section 22.02.01(2) - Best Management Practices for Soils	V19.1.2 The landscape shall be preserved in its natural state insofar as practicable by minimizing tree and soil removal.	

Factors	Conventional	Better	Zoning: RM / RSA / RSB / RSC / RG	Subdiv Regs	Site Plan	Stormwater/ LID Bylaw/Regs
Limit clearing/ tree size/ require retention or planting of native vegetation/ naturalize d areas	Not addressed or general qualitative statement not tied to other design standards	Encourage minimization of clearing/ grubbing	Require minimization of clearing/grubbing with specific standards	Section VI.9.6.a The landscape shall be preserved in its natural state, insofar as practicable by minimizing trees and soil removal and any grade changes shall be in keeping with the general appearance of the neighboring developed areas. Finish site contours shall depart only minimally from the character of the natural site and the surrounding properties."	VI.9.6.a The landscape shall be preserved in its natural state, insofar as practicable by minimizing trees and soil removal and any grade changes shall be in keeping with the general appearance of the neighboring developed areas. Finish site contours shall depart only minimally from the character of the natural site and the surrounding properties."	Not addressed
Require native vegetation and trees	Require or recommend invasives	Not addressed, or mixture of required plantings of native and nonnative	Require at least 75% native plantings	Section VI.12.1 Plantings must not require high water use for maintenance. Can also specify native plants, which naturally require less water and maintenance.	Not addressed	Not addressed

Additional Notes and Recommendations

Stormwater Calculations

Ensure your regulations reference the most updated data on storm intensities from the Northeast Climate Center at <http://www.nrcc.cornell.edu/>

Landscaping and Recommended Trees

Ensure your local landscaping regulations require native, pollinator friendly species such as those here: http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs144p2_015043.pdf

Additional Considerations

Funding and Maintenance:

- Ensure sufficient funding for DPW to perform maintenance of stormwater management facilities, whether conventional or LID.
- Consider reduced costs of paving, plowing, salt when comparing LID maintenance costs with conventional designs
- Create mechanisms for enforcement of maintenance agreements; establish regulations/fines for property owners who fail to maintain stormwater facilities.

Training, Demonstration Projects, and Public Education:

- Provide opportunities for and encourage municipal staff and committee/board members to participate in LID workshops or conferences.
- Implement LID demonstration programs at city or town hall, schools, DPW, etc.

Nonpotable Uses of Clean Stormwater:

- Local plumbing codes should allow the use of clean (e.g. rooftop) rainwater for landscape irrigation and interior non-potable uses such as toilet flushing.

Common Acronyms

BoA	Board of Appeals
BoH	Board of Health
BMP	Best Management Practice
CC	Conservation Commission
CR	Conservation Restriction pursuant to MGL 184, S.31-33
DPW	Department of Public Works
GI	Green Infrastructure
HA	Homeowner's Association
LID	Low Impact Development
MS4	Municipal Separate Storm Sewer System
NRPZ	Natural Resource Protection Zoning
OS	Open Space
OSRD	Open Space Residential Design
PB	Planning Board
ROW	Right of Way
RS	Residential Single
RG	Residential General
SPR	Site Plan Review
SP	Special Permit
SPGA	Special Permit Granting Authority

Resources and Model Bylaws/Regulations

For additional information on best practices, model LID and OSRD bylaws and regulations, case studies, and other related resources see:

www.massaudubon.org/LIDCost

- Five free fact sheets on Cost-Effective LID
- Presentations and other resources.

Additional resources

- Massachusetts Smart Growth/Smart Energy Toolkit, including case studies and model bylaws:
www.mass.gov/envir/smart_growth_toolkit/
- Massachusetts Smart Growth Model Open Space Design/Natural Resource Protection Zoning:
www.mass.gov/envir/smart_growth_toolkit/bylaws/model-osd-nrpz-zoning-final.pdf
- Metropolitan Area Planning Council's (MAPC) LID Toolkit
www.mapc.org/low-impact-dev-toolkit
- MA-APA Neighborhood Road Design Guidebook
<http://www.apa-ma.org/resources/publications/nrb-guidebook>
- MAPC's Environmental Planning Services:
www.mapc.org/environment

Acknowledgements and Disclaimers

The OSRD best practices chart is based on the Massachusetts Executive Office of Energy and Environmental Affairs' Model Open Space Design/Natural Resource Protection Zoning. The zoning, subdivision, site plan, and stormwater regulatory analysis chart is based on a checklist from the MAPC LID Toolkit.

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NARRAGANSETT BAY
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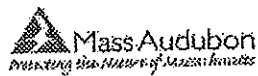


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Contact Us

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APPENDIX B

MODEST REVISION ALPHA - RESIDENTIAL CLUSTER DEVELOPMENT

III-6. F SINGLE FAMILY RESIDENTIAL CLUSTER OPTION - RSA, RSB & RSC DISTRICTS

1. PURPOSE AND INTENT:

Single Family Residential Cluster (SFRC) is a development option designed to help the Town maximize available land for open space, diversify Natick's housing stock with a variety of dwellings of different sizes and layouts, including handicapped accessible and/or age-qualified units, while preserving Natick's New England character, minimizing the amount of impervious surfaces on residential lots and advancing the goals and policies of the Natick's Comprehensive Master and Open Space and Recreation Plans.

This development alternative permits a more economical and efficient use of residential land than may be accomplished through standard subdivision development by: utilizing Open Space Residential Design (OSRD) and Low Impact Design (LID) principles to protect the existing character of the landscape; introduce diversity into residential developments; and preserve more public open space for water supply, wetland, and other natural habitat, conservation, and recreation. In addition, it reduces the typical costs of providing municipal services to residential developments. Such objectives may be obtained as an alternative or optional choice by a landowner in the Residential Single-A, B or C (RS A, RS B or RS C) Districts.

Applicants can benefit from choosing this option because they are able to moderately increase the density of their development over other available options in the RSA, RSB or RSC districts while reducing the costs of providing access and services to their property.

2. APPLICABILITY

The Planning Board may grant a Special Permit, Site Plan Approval in accordance with Section VI-DD and VI-EE of these by-laws and subdivision approval in accordance with the subdivision rules and regulations, and other rules and regulations as adopted pursuant to Section III-6.F.4(c) herein, for the construction and occupancy of a SFRC located in an RS A, RS B or RS C District, provided that the gross land area of the parcel is at least three (3.0) acres (130,680 square feet). The applicant must either own or submit authorization in writing to act for all the owners to the lots comprising the parcel prior to submitting a formal application.

3. PERMITTED AND ALLOWED USES

The Planning Board, acting as a Special Permit Granting Authority as hereinafter provided, may grant a special permit pursuant to the provisions of the By-Law and M.G.L. Chapter 40A for the following uses:

- a. Single-family homes provided that the total number of such dwellings does not exceed the total number of units permitted for the entire SFRC pursuant Section III-6.F.6 herein and which meet the dimensional requirements of single family lots as stated in Section III-6.F.7(a) herein.

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- b. Town homes provided that the total number of such dwellings does not exceed the total number of units permitted for the entire SFRC pursuant Section III-6.F.6 herein and which meet the dimensional requirements of town home lots as stated in Section III-6.F.7(b) herein.
- c. Indoor & outdoor tennis courts, swimming pools and other non-commercial recreational facilities with use restricted to residents of the SFRC, including accessory structures necessary for appropriate non-commercial use and operation of such recreational facilities.
- d. Age-qualified housing units, provided that the total number of age-qualified housing units does not exceed the total number of units permitted for the entire SFRC pursuant Section III-6.F.6 herein.
- e. The Planning Board may adopt regulations further providing for the relative percentage mix of single-family homes, town houses, and age-qualified housing units.

4. PROCEDURES:

The procedures to be followed in obtaining approval for the CCD are:

Pre-Application: To promote better communication and to avoid misunderstanding, the applicant shall request a OSRD pre-application review at a regular business meeting of the Planning Board. The Planning Board shall invite the Conservation Commission, Board of Health and any other Committee and/or Board with interest in the proposal to the pre-application review. The purpose of a pre-application review is to minimize the applicant's costs of engineering and other technical experts and to commence negotiations with the Planning Board at the earliest possible time in the development cycle. At the OSRD pre-application review, the applicant may outline the proposal, seek preliminary feedback from the Planning Board and/or its technical experts, and set a timetable for submittal of a formal application. At the request and expense of the applicant, the Planning Board may engage technical experts to review the informal plans of the applicant and to facilitate submittal of a formal application for approval of a SFRC.

In order to facilitate review of the SFRC at the OSRD pre-application stage, applicants must submit the following information to the Planning Board:

- ❖ Site Context Map. This map illustrates the parcel in relation to its surrounding neighborhood. Based upon existing data sources and field inspections, it should show various kinds of major natural resource areas or features that cross parcel lines or that are located on adjoining lands. This map enables the Planning Board to understand the site in relation to what is occurring on adjacent properties.
- ❖ Existing Conditions/ Site/ Conservation Analysis Map. This map familiarizes officials with existing conditions on the property. Based upon existing data sources and field inspections, this base map locates and describes noteworthy resources that should be left protected through sensitive subdivision layouts. These resources include wetlands, riverfront areas,

MODEST REVISION ALPHA - RESIDENTIAL CLUSTER DEVELOPMENT

floodplains and steep slopes, but may also include mature un-degraded woodlands, hedgerows, farmland, unique or special wildlife habitats, historic or cultural features (such as old structures or stone walls), unusual geologic formations and scenic views in to and out from the property. Overlaying this plan onto a development plan identifies areas where conservation priorities and desired development overlap and/or conflict. This map will delineate three areas for the Board's review:

- ‡ Primary Conservation Areas: areas containing Preserved Open Space, where development is prohibited, which shall be permanently protected and which shall, to the extent feasible, be contiguous and meet the conservation goals of Natick's Comprehensive Master and Open Space / Recreation Plans;
 - ‡ Secondary Conservation Areas: areas containing unprotected elements of the natural landscape such as steep slopes, upland buffers to wetlands, streams, and vernal pools, mature woodlands, prime farmland, meadows, wildlife habitats / corridors for wildlife movement, historic / archaeological sites and scenic views;
 - ‡ Potentially Developable Area: areas where dwellings and accessory buildings in the SFRC development will be located;
- ❖ Preliminary Subdivision Plan. This plan will meet the requirements of Section III (A) of the Planning Board's Subdivision Rules and Regulations, showing the layout of single family house lots according to relevant dimensional regulations for the underlying Single Family Residential District in Section IV-B herein.

Applicants are encouraged to request a site visit by the Planning Board and/or its agents in order to facilitate the pre-application review of the SFRC.

- b. Formal Application: The applicant for a CCD shall submit to the Planning Board a formal application for a Special Permit which includes a Final Site Plan in accordance with Section VI-DD.3 and a definitive plan for subdivision approval, and which is otherwise in compliance with Rules and Regulations especially established by the Planning Board relative thereto. The application shall be filed in the name of the record owner(s) of the parcel(s) to be developed. The date of application shall be the date when filing is made with the Planning Board.
- c. Further Procedures: The hearing and further proceedings regarding the application shall be in accordance with M.G.L. Chapter 40A; M.G.L. Chapter 41, Section 81K et seq; and the Town of Natick By-laws. The Planning Board may adopt Rules and Regulations for the proceedings under Section III-5.F, and in accordance with M.G.L. Chapter 41, Section 81A, and 81Q; and may waive strict compliance therewith, in accordance with M.G.L. Chapter 41, Section 81R.

5. CRITERIA:

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Approval of the application for a Site Plan Approval and for subdivision approval to allow the construction of a SFRC shall be granted only upon Planning Board determination that the plan is superior to a conventional subdivision plan.

a. The following criteria shall be used to make the determination as to whether or not the plan is superior:

- ❖ The preservation and public accessibility of open space for conservation or recreation and other objectives outlined in the town's current Comprehensive Master and Open Space/Recreation Plans;
- ❖ The protection of significant large contiguous areas of natural features of the land; which would avoid extensive topographic change necessitating vegetation and tree removal or earth removal;
- ❖ The protection of historical or other significant features;
- ❖ More efficient provision of street, utilities and other public services; and
- ❖ The provision of a diversity of dwelling unit styles, sizes, and architectural elements;
- ❖ Encourage less sprawling and more efficient forms of residential development using Low Impact Development (LID) principles to conform to existing topography and natural features; and
- ❖ Reduce energy consumption and greenhouse gas emissions.

b. Specific means of achieving these objectives include:

- ❖ Avoidance of frequent driveway openings onto through streets, or near street intersections;
- ❖ Avoidance of extensive topographic change necessitating vegetation, earth and/or tree removal;
- ❖ Preservation of scenic views from public ways in conformance the goals of Natick's Comprehensive Master and Open Space / Recreation Plans;
- ❖ Preservation of natural landscapes in large contiguous areas and corridors, which are visible from roadways and residences, enhancing the likelihood of the continuation of existing ecosystems and providing an interconnection to adjoining open spaces for both wildlife and public access, in conformance with and to achieve the goals of Natick's Comprehensive Master and Open Space / Recreation Plans;
- ❖ Accessibility of the Preserved Open Space to substantially all of the dwelling units and the public, in conformance with to achieve the goals the town's Comprehensive Master and Open Space / Recreation Plans;
- ❖ Variations in lot sizes, building styles, building sizes and building arrangements; and
- ❖ Use of Preserved Open Space - to protect significant natural environment such as but not limited to ground water recharge areas; wetlands that provide flood protection; stream

MODEST REVISION ALPHA - RESIDENTIAL CLUSTER DEVELOPMENT

valleys; outstanding vegetation; woodland; field and wetland habitat; or scenic spots; and -
to avoid development on geologically unsuitable land.

6. NUMBER OF DWELLING UNITS:

The maximum number of dwelling units allowed in a SFRC shall equal the "Net Usable Land Area" within the parcel divided by the minimum lot area requirements for a single family home in the host district, as determined by Section IV-B of these By-Laws then rounded up to the nearest whole number, as shown in the schedule below:

<u>Zoning District</u>	<u>Maximum Number of Dwellings</u>
RS A zone	Net Usable Area / 15,000 sf, rounded up to the nearest whole number
RS B zone	Net Usable Area / 40,000 sf, rounded up to the nearest whole number
RS C zone	Net Usable Area / 20,000 sf, rounded up to the nearest whole number

At least ten percent (10%) of this total number of dwelling units shall be Affordable Housing Units as defined in Section 200 herein (see also the definition of Subsidized Housing herein).

As used herein, "Net Usable Land Area": shall mean the gross land area of the parcel minus primary zone wetlands or land within the 100-year flood elevation as shown on Townwide Drainage study maps or as delineated by a qualified wetland scientist. Furthermore, if the Final Site Plan includes a recreational facility, all the land area dedicated to that facility will be deducted from the "net usable land area" for the purpose of calculating the maximum number of dwelling units.

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7. INTENSITY REGULATIONS

Single-family and town house structures shall be on lots having the following requirements:

Minimum lot area* RS A zone: 6,000 square feet/dwelling (single family homes/town homes)
 RS B zone: 16,000 square feet/dwelling (single family homes/town homes)
 RS C zone: 8,000 square feet/dwelling (single family homes/town homes)

Continuous frontage* RS A zone: 70 feet (single family homes/townhomes)
 RS B zone: 110 feet (single family homes/townhomes)
 RS C zone: 80 feet (single family homes/townhomes)

Minimum depth* RS A zone: 80 feet (single family homes/townhomes)
 RS B zone: 120 feet (single family homes/townhomes)
 RS C zone: 90 feet (single family homes/townhomes)

Minimum setback, front* RS A zone: 15 feet
 RS B zone: 20 feet
 RS C zone: 15 feet

Minimum side-yard setback* RS A zone: 15 feet total, 5 feet minimum
 RS B zone: 20 feet total, total, 7.5 feet minimum
 RS C zone: 15 feet total, 5 feet minimum

Minimum rear-yard setback* RS A zone: 15 feet
 RS B zone: 20 feet
 RS C zone: 20 feet

Maximum building coverage* RS A zone: 33%
 RS B zone: 25%
 RS C zone: 30%

Maximum building height* 2 & 1/2 stories or 35 feet

* subject to waiver, see Section III-6.F 8d

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8. EXCEPTIONS TO THE OTHERWISE APPLICABLE INTENSITY REGULATIONS

- a) No building or parking shall be located within twenty-five (RS A zones), thirty-five feet (RS B zones) and thirty feet (RS C zones) of the boundaries of the parcel.
- b) No construction shall take place within the one hundred (100) year flood elevation line except in conformity with the requirements of M.G.L. Chapter 131, Section 40, and procedures established by the Town for such areas pursuant to the National Flood Insurance Program (42 USC 4001-4128) and the regulations of the Secretary of Housing and Urban Development issued thereunder.
- c) Indoor and outdoor recreational facilities intended for use by SFRC residents of more than one dwelling unit shall be located on a separate lot containing no dwelling units.
- d) The minimum dimensional requirements as delineated in Section III-6.F.7 may be reduced or increased by up to 15%, if in the opinion of the Planning Board that a waiver would improve the layout of the overall plan.

9. AGE-QUALIFIED HOUSING UNITS

The age-qualified housing units shall be subject to an age restriction described in a deed, deed rider, restrictive covenant, or other document that shall be recorded at the Registry of Deeds or the Land Court. The age restriction shall require at least one occupant in each age-qualified housing unit to be at least age 55; provide for reasonable, time-limited guest visitation rights; and authorize special exceptions as the Planning Board shall further define and specify in its special permit. The age restriction shall run with the land in perpetuity and shall be enforceable by any or all of the owners of the age qualified housing units.

10. AFFORDABILITY

It is mandatory that a percentage of dwelling units in a CCD be sold, rented, or leased at prices and rates that are affordable to low- and moderate-income individuals, as more specifically set forth in the following:

Affordable Housing shall be determined in accordance with the definition of Subsidized Housing found in Section 200. All Affordable Housing units that are built shall be provided for sale through the Natick Housing Corporation or any similar organization, as determined by the Planning Board.

Basic Affordability Component - At least 10% of the units in the CCD, to the nearest whole number, shall be Affordable Housing units. None of the Affordable Housing units shall be age-qualified housing units.

Affordability Standards - Subject to Planning Board approval, an applicant for a CCD special permit may utilize any available State or Federal assistance program or shall meet the Affordable

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Housing unit requirements by utilizing income and asset standards, and by establishing rents, leases, sales prices, entry fees, condominium fees, and other costs for individuals that are generally consistent with available Affordable Housing assistance programs.

Affordability Restrictions - affordable units shall be maintained in perpetuity. Each affordable unit shall be rented or sold to its initial and all subsequent buyers or tenants subject to deed riders, restrictive covenants, contractual agreements, or other mechanisms restricting the use and occupancy, rent levels, sales prices, resale prices, and other cost factors to assure their long term affordability. These restrictions shall be in force for such maximum time as may be permitted under applicable state law governing such restrictions. They shall be enforceable and renewable by the Town of Natick through standard procedures provided by applicable law.

The Planning Board may require that the restrictions for affordable units contain a right of first refusal to the Town of Natick or its designee at the restricted resale value, and that the owner provides notice of such right of first refusal to the Planning Board or its designee prior to selling or reselling the affordable unit with such reasonable time as the Planning Board may determine in its discretion for the town or its designee is necessary to exercise the right of first refusal.

Nothing in this Section shall be construed to cause eviction of an owner or tenant of an Affordable Housing unit due to loss of his/her income eligibility status during the time of ownership or tenancy. Rather, the restrictions governing an Affordable Housing unit shall be enforced upon resale, re-rental, or re-lease of the Affordable Housing unit. The mechanisms and remedies to enforce the restrictions governing an Affordable Housing unit upon resale, re-rental, or re-lease shall be set forth in its deed restrictions.

All contractual agreements with the Town of Natick and other documents necessary to insure the long term affordability of an affordable unit shall be executed prior to the issuance of any building permit under this option.

The exterior of the affordable units shall be compatible with, and as much as possible indistinguishable from, market-rate dwelling units in the CCD development.

Local Preference - Unless otherwise regulated by an applicable Federal or State agency under a financing or other subsidy program, at least fifty percent (50%) of the affordable units shall be initially offered to residents and employees of the Town of Natick.

Residency and employment in Natick shall be established through Town Clerk certification based on the Town Census, voter registration, or other acceptable evidence approved by the Town Clerk.

Purchaser/tenant selection - Procedures for the selection of purchasers and/or tenants shall be subject to regulations adopted by the Planning Board .

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These restrictions shall be in force for one hundred and twenty (120) days from the date of the first offering of sale or rental of a particular affordable unit.

11. BUILDING DESIGN CRITERIA

All buildings and structures shall be designed, located and constructed to afford the following:

- a) Compatibility of architectural styles, scales, building materials and colors within the development;
- b) Variations in façade, roof lines and interior layouts of dwelling units, including the design of units that are handicapped accessible;
- c) Harmonious relationship of buildings and structures to each other and their environs with adequate light, air, circulation, privacy and separation; and
- d) The capability for constant surveillance, orientation and recognition; to this end, and in lieu of providing conventional street lighting, individual building lot front yards and other areas along roadways not fronting building lots and approaches to common-use buildings and structures, shall be provided with architecturally compatible street-level-type lamp post lighting necessary to provide safety, security and visual indications, as determined by the Planning Board.

12. PRESERVED OPEN SPACE

In Single Family Residential Cluster developments, it is desired to create an environment in which large tracts of contiguous land are preserved for publicly accessible open space.

- ❖ For the purposes of this section, the Preserved Open Space shall comprise not less than fifty (50) percent of the total land area of the parcel for which there is a Final Site Plan and will not include rights of way for roads, detached single-family lots, town house lots or recreational facilities as defined in Section III-6.F.3(c).
- ❖ Preserved Open Space must include at least twenty percent (20%) of the frontage on the roads servicing the SFRC. A portion of the Preserved Open Space may be used as a common surrounded by a one-way road, in which event all of the road abutting such common will be counted as frontage for the purpose of fulfilling the foregoing requirement.
- ❖ Also, land which is under an existing conservation restriction or agricultural, forest land, or recreational restriction, (APR or Chapter 61, Chapter 61A, Chapter 61B) may not be included in the Preserved Open Space.
- ❖ At least eighty percent (80%) of the dwelling units shall abut or be within five hundred (500') feet of the Preserved Open Space and all dwelling units shall have access via a public way or easement to such Preserved Open Space.

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- ❖ At least fifty percent (50%) of the Preserved Open Space shall not be primary zone wetlands or land within the 100-year flood elevation either as shown on the Townwide Drainage study maps or as delineated by a qualified wetland scientist.
- ❖ All the Preserved Open Space shall be accessible to the general public. The Special Permit authorizing the CCD shall further provide that the Preserved Open Space shall be:
 - ‡ Conveyed to and accepted by the Town of Natick under a conservation restriction pursuant to M.G.L. Chapter 184, as amended;
 - ‡ Conveyed to a non-profit organization, the principal purpose of which is the conservation of open space; or
 - ‡ Conveyed to the owners of all the lots within the CCD as tenants in common, provided that title to such open space and to the lots is not separately alienable; or
 - ‡ Conveyed to a corporation or trust owned or to be owned, by the owners of the lots or residential units within the CCD for recreation or conservation purposes, with each lot subject to a proportionate charge for its share of the reasonable and appropriate maintenance expenses.

If method (b), (c), or (d) is elected, in addition, the Town shall be granted a conservation restriction over the Preserved Open Space pursuant to M.G.L. Chapter 184, as amended; and in the event the Town is required to expend funds for the reasonable and appropriate maintenance expenses of the Preserved Open Space, then each lot in the CCD shall be subject to a proportionate charge for its share of such expenses. No more than one method shall be elected for the Preserved Open Space within any CCD, unless the Planning Board shall otherwise approve.

(Art. X, S.T.M. #X, Date XX/XX/201X)

NATICK ZONING BY-LAW. Revised Intensity of Use Table

ZONING DISTRICT:	Minimum Lot Area	Min. Contiguous Frontage	Minimum Lot Depth	Min. Front Setback	Min. Side Setbacks	Min. Rear Setback	Maximum Lot Coverage	Max. Building Height	Minimum Open Space
Single Residence A (RS A)	15,000 sf	110 feet	125 feet	30 feet	12 feet	25 feet	25%	2.5 stories / 35 feet	None
AS-A CLUSTER OPTION									
Single family dwellings (SFR) and townhomes (TH) may be constructed in a cluster development in the RS-A district or parcels measuring at least 80 contiguous acres by Special Permit from the Planning Board. At least 50% of the total site area must be designated as "Protected Open Space." The number of buildings allowed on a RS-A District (Single-Family Residential) parcel shall be calculated based on the following formula: $\frac{\text{Total Site Area} - \text{Open Space}}{\text{Minimum Lot Area}}$. All structures must be located at least 25 feet away from the side boundaries of a RS-A District (Single-Family Residential) parcel. Structures developed in RS-A Districts must be reduced up to 10% by the Planning Board in response to site conditions. Open space shall provide a minimum of 10% of the total site area and shall be landscaped with native vegetation.									
RS-A Cluster Dimensional Requirements:	6,000-sf (SFR), 5,000-sf/min (TH)	70-feet (SFR) - (TH)	90-feet - (TH)	15-feet	5-feet, 15-foot total	15-feet	33%	2.5-stories/ 35-feet	None
Single Residence B (RS B)	40,000 sf	140 feet	150 feet	40 feet	20 feet	40 feet	20%	2.5 stories / 35 feet	None
AS-B CLUSTER OPTION									
Single family dwellings (SFR) and townhomes (TH) may be constructed in a cluster development in the RS-B district or parcels measuring at least 80 contiguous acres by Special Permit from the Planning Board. At least 50% of the total site area must be designated as "Protected Open Space." The number of buildings allowed on a RS-B District (Single-Family Residential) parcel shall be calculated based on the following formula: $\frac{\text{Total Site Area} - \text{Open Space}}{\text{Minimum Lot Area}}$. All structures must be located at least 25 feet away from the side boundaries of a RS-B District (Single-Family Residential) parcel. Structures developed in RS-B Districts must be reduced up to 10% by the Planning Board in response to site conditions. Open space shall provide a minimum of 10% of the total site area and shall be landscaped with native vegetation.									
RS-B Cluster Dimensional Requirements:	16,000-sf (SFR), 14,000-sf/min (TH)	110-feet (SFR) - (TH)	120-feet (SFR) - (TH)	20-feet	7.5-feet, 20-foot total	20-feet	25%	2.5-stories / 35-feet	None
Single Residence C (RS C)	20,000 sf	120 feet	125 feet	30 feet	12 feet	25 feet	20%	2.5 stories / 35 feet	None
AS-C CLUSTER OPTION									
Single family dwellings (SFR) and townhomes (TH) may be constructed in a cluster development in the RS-C district or parcels measuring at least 80 contiguous acres by Special Permit from the Planning Board. At least 50% of the total site area must be designated as "Protected Open Space." The number of buildings allowed on a RS-C District (Single-Family Residential) parcel shall be calculated based on the following formula: $\frac{\text{Total Site Area} - \text{Open Space}}{\text{Minimum Lot Area}}$. All structures must be located at least 25 feet away from the side boundaries of a RS-C District (Single-Family Residential) parcel. Structures developed in RS-C Districts must be reduced up to 10% by the Planning Board in response to site conditions. Open space shall provide a minimum of 10% of the total site area and shall be landscaped with native vegetation.									
RS-C Cluster Dimensional Requirements:	8,000-sf (SFR), 7,000-sf/min (TH)	80-feet (SFR) - (TH)	90-feet (SFR) - (TH)	15-feet	5-feet, 15-foot total	20-feet	30%	2.5-stories / 35-feet	None

Legend: SFH = Single family home
TH = Townhouse

EXAMPLES (No Wetlands)	REGULAR RESIDENTIAL TRACT DEVELOPMENT	CLUSTER RESIDENTIAL DEVELOPMENT (Including acreage used for access roads, utility easements, etc.);
Single Residence A (RS A)	On a 5-acre parcel with no wetlands, 11 single family homes can be developed By Right on 11 x 15,000sf lots with NO preserved open space (after accounting for acreage used for access roads, utility easements, etc.);	On a 5-acre parcel with no wetlands, 12 single family homes can be developed By Special Permit on 12 x 16,000sf lots with 2.5 acres preserved open space.
Single Residence B (RS B)	On a 5-acre parcel with no wetlands, 4 single family homes can be developed By Right on 4 x 40,000sf lots with NO preserved open space (after accounting for acreage used for access roads, utility easements, etc.);	On a 5-acre parcel with no wetlands, 15 single family homes can be developed By Special Permit on 4 x 75,000sf lots with 2.5 acres preserved open space.
Single Residence C (RS C)	On a 5-acre parcel with no wetlands, 8 single family homes can be developed By Right on 8 x 20,000sf lots with NO preserved open space (after accounting for acreage used for access roads, utility easements, etc.);	On a 5-acre parcel with no wetlands, 10 single family homes can be developed By Special Permit on 8 x 40,000sf lots with 2.5 acres preserved open space.

EXAMPLES (Wetlands)	REGULAR RESIDENTIAL TRACT DEVELOPMENT	CLUSTER RESIDENTIAL DEVELOPMENT (Including acreage used for access roads, utility easements, etc.);
Single Residence A (RS A)	On a 5-acre parcel with 1 acre of wetlands, 8 single family homes can be developed By Right on 8 x 15,000sf lots each measuring with NO preserved open space (after accounting for acreage used for access roads, utility easements, etc.);	On a 5-acre parcel with 1 acre of wetlands, 10 single family homes can be developed By Special Permit on 8 x 20,000sf lots with 2.5 acres preserved open space.
Single Residence B (RS B)	On a 5-acre parcel with 1 acre of wetlands, 3 single family homes can be developed By Right on 3 x 40,000sf lots each measuring with NO preserved open space (after accounting for acreage used for access roads, utility easements, etc.);	On a 5-acre parcel with 1 acre of wetlands, 6 single family homes can be developed By Special Permit on 3 x 60,000sf lots with 2.5 acres preserved open space.
Single Residence C (RS C)	On a 5-acre parcel with 1 acre of wetlands, 6 single family homes can be developed By Right on 6 x 20,000sf lots each measuring with NO preserved open space (after accounting for acreage used for access roads, utility easements, etc.);	On a 5-acre parcel with 1 acre of wetlands, 8 single family homes can be developed By Special Permit on 6 x 30,000sf lots with 2.5 acres preserved open space.

APPENDIX C

FY18 MVP Action Grant Scope - Natick Low Impact Development Regulation Development and Zoning Bylaw Inclusion						
Task Description	Deliverables	Deliverable Due Date	Invoice Due Date	Grant	Match	Total
Task 1						
Sub-task 1.1 Municipal Working Group Meeting	Convene a Regulatory Reform working group.	8/31/2018	9/30/2018	\$4,350.00	\$885.00	\$5,235.00
Sub-task 1.2 Regulatory Diagnostic	Perform a detailed review of the Stormwater Bylaw, Zoning Bylaw, and Subdivision Rules and Regulations.	8/31/2018	9/30/2018	\$4,150.00	\$922.00	\$5,072.00
Sub-task 1.3 Proposed Framework	Present contents of draft report to the Working Group. Revise existing regulatory framework.	9/30/2018	10/31/2018	\$3,880.00	\$612.00	\$4,492.00
Task 2						
Sub-task 2.1 Stormwater Bylaw	Perform edits to the Stormwater Bylaw and submit to Conservation Commission and Working Group for review	12/31/2018	1/31/2019	\$8,085.00	\$2,075.00	\$10,160.00
Sub-task 2.2 Subdivision Rules and Regulations	Perform edits to the Subdivision Rules and Regulations and submit to the Planning Board and Working Group.	3/31/2019	4/30/2019	\$10,350.00	\$2,220.00	\$12,570.00
Sub-task 2.3 Zoning Bylaw	Perform edits to the Zoning Bylaw and submit to the Planning Board.	5/31/2019	6/30/2019	\$8,228.00	\$2,220.00	\$10,448.00
Sub-task 2.4 Bylaw Adoption	Attend and support all hearings associated with the adoption of	6/30/2019	6/30/2019	\$0.00	\$4,085.00	\$4,085.00
TOTAL PROJECT COST				\$39,053.00	\$13,182.00	\$52,235.00



Supporting LID in Natick

A Comparison of Local Land Use Regulations with Best Practices

Introduction

The following analysis was completed to assist Natick in applying cost-effective Low Impact Development (LID) techniques. Specifically, this template evaluates local land use regulations in relation to models and examples from the Commonwealth of Massachusetts' Smart Growth/Smart Energy Toolkit and other sources in relation to the use of LID and Green Infrastructure (GI) techniques. The focus is primarily on residential development, but the concepts are also applicable to other forms of development and redevelopment.

Best practices minimize the alteration of natural green infrastructure such as forests; reduce creation of impervious surfaces; support retention of naturally vegetated buffers along wetlands and waterways; minimize grading and alterations to natural flow patterns; and support the use of LID techniques as the preferred, most easily permitted methods for managing stormwater.

Get more details on LID's many cost-savings and other benefits, and our customizable bylaw review chart, at: www.massaudubon.org/LIDCost.

Local coordination across municipal boards and permits is also important for supporting LID. Application of these practices can result in significant savings in infrastructure maintenance costs, as well as improved water quality and protection of water supplies, while supporting property values and overall quality of life. Sustainable development through the application of LID in all aspects of land and water management is a multi-faceted issue that can only successfully be addressed by working together among different departments and perspectives.

Key Areas of Analysis

1. **Overall site design:** Open Space Residential Design (OSRD) vs. conventional subdivisions
2. **Project design and layout standards in relation to LID:** road layout and width, curbing, drainage, sidewalks, parking, landscaping
3. **Maintenance and operations, mechanisms for enforcement:** Who is responsible for maintaining drainage/LID (municipal or homeowner); easements, homeowner association option; municipal inspection and administration systems (this is needed regardless of who is responsible)



Open Space Residential Design (OSRD) Overview

About

This section reviews how local bylaws for cluster, Open Space Residential Design (OSRD), or Natural Resource Protection Zoning (NRPZ) compare to the state's recommended best practices. Communities may currently have multiple bylaws that cover this in different residential areas, in which case they can each be compared to the model regulations. However, in most cases, we would encourage simplification and the use of a single OSRD bylaw with local priorities clearly defined.

Natick

Natick currently has five different cluster bylaws: 1.F Town House Cluster Development in RSA; 2.F Single Family Town House Cluster Development in RSB, D, E; 3.F Single Family Town House Cluster Development in RSC; 4.F Cluster Development in AP & PCP; 5-F Comprehensive Cluster Development Option in RSB.

With the exception of 4F, which has a minimum parcel size of .69 acres (30,000 ft²) and the fact that each is for a different residential area, there are few differences between them. They are cumbersome to both those applying for and reviewing proposals with no clearly defined characteristics to set them apart of why to apply for one over another. By refining these cluster bylaws to either be clearly distinctive or simply eliminating the excess would help to streamline the process for developers and the town. These cluster bylaws also they leave the burden of proof to the developer to explain why a cluster development is superior to the conventional design and require an extra step through a SP or SPR. Simplifying this process may encourage developers to carefully craft their proposed design instead of offering their classic "cookie cutter" approach to subdivisions.

Additionally, the cluster bylaws themselves also need updating to reflect the main points of the state's model Natural Resource Protection Zoning (NRPZ) bylaw. Currently, the bylaws are not by right and do not follow the OSRD four step process that identifies and protects critical natural resources. Instead, they offer some clustering of homes with minimal natural resource protection. Three bylaws require a mere 30% open space protection (of which up to half may be floodplains or wetlands), 4F requires 35%, and 5F requires 50% (again, half may be wetlands or floodplains). The best practice identified by the state is 50-90% conserved open space. Similarly, four of the five bylaws require over 20 acres minimum parcel size to even offer this type of cluster zoning, leaving most parcels out of limits for this sustainable development practice (only 4F requires a smaller amount - about .69 acres). Significantly reducing or eliminating the parcel size requirement would offer Natick more options in terms of sustainable housing developments.

Requirement of LID practices, contiguity of open space, connections with local open space plans, more flexible dimensional standards, and options for density bonuses are some of the other major changes that could improve the town's cluster bylaws.

It is currently difficult to determine whether density under the cluster bylaws would be higher compared to the traditional RSA zoning district or which cluster bylaw has the highest density. Developers may avoid trying to figure out the density and go through the special permit if they don't see a direct benefit. By simplifying the number of cluster bylaws into one OSRD bylaw that clearly offers a higher density as well as a density bonus, the town may encourage more OSRD type developments.

One option that Natick may pursue is to require developers to submit a preliminary plan of both a conventional approach as well as an OSRD approach and allow the Planning Board decide which the developer may pursue. This approach was adopted in Westford, MA in 1978 and has helped the community conserve over 1,500 acres of land offering recreational and environmental benefits without having to purchase it themselves.

The attached chart gives a more detailed analysis of Natick's five cluster bylaws.

Zoning Bylaws, Subdivision Rules and Regulations, Site Plan Review, and Stormwater/LID Overview

About

This section reviews not only the individual bylaws and regulations, but also how they work together and how consistent they are. Communities often update portions of bylaws or regulations in a piecemeal way over decades, leading to inconsistencies among various provisions. This color-coded analysis provides a quick overview of not only which rules are out of date and not meeting best practices for LID and preservation of Green Infrastructure, but also how certain topics (such as siting of LID) may be inconsistent between different parts of the local land use rules.

Not all factors (such as road width, siting of LID, limits on clearing and grading, or allowing common drives) may be addressed in each of the sections considered (Zoning bylaws, Subdivision Rules and Regulations, Site Plan Review (SPR), and Stormwater/LID bylaw). Where that factor is not usually included within a regulation or bylaw, you'll notice that "(Not Applicable)" will appear in that box. For example, setbacks and frontage requirements are addressed under Zoning, but often not under other bylaws or regulations. Those boxes are available for editing where desired.

The analysis is broken into three sections: Dimensional Requirements, Subdivision Rules and Regulations/Road Design Standards, and Site Work.

Dimensional Requirements

Often, making requirements more flexible will help communities decrease the amount of impervious surfaces and increase infiltration through the use of LID measures. This includes allowing reduced parking areas, reduced setbacks and frontage requirements, allowing common drives, and limiting impervious areas. There is an opportunity to define and encourage LID in many areas of this section, though communities often only discuss stormwater management in terms of grey infrastructure (culverts, piping, catch basins, etc.).

Subdivision Rules and Regulations/Road Design Standards

This section reviews site design such as street location, road width, cul-de-sac design, curbing, roadside swales, and sidewalk design and location. There are many opportunities for communities to minimize impervious surfaces and allow for infiltration through curb cuts, swales, and cul-de-sacs with bioretention, among other things.

Site Work

The focus of this section is to limit clearing and grading and encourage soil management, the use of native species, and revegetation of disturbed areas. Often, communities have language such as "due regard shall be shown for natural features" without any specific limitations or guidelines that can be used by local boards to ensure developers are following the true intent of the community. The retention of natural vegetation and soils is the single most efficient means of reducing development impacts on water resources, avoiding costs associated with piping and other "grey" stormwater management features as well as the need for irrigation. There are also many other benefits – including habitat for birds and pollinators, trees for shade and clean air, and protection of natural scenery that contributes to property values and a high quality of life.

Overall/Common Themes

Throughout this analysis, LID can be clearly described as the preferred method, such as the use of roadside swales, requiring roof runoff to be directed into vegetated areas, and a preference for infiltration wherever soils allow or can be amended. Landscaping in parking areas should be designed to include LID – using runoff for landscape irrigation. Bylaws and/or regulations should clearly specify what LID is and which BMPs are preferred or required. Adopting a specific LID bylaw can help clearly define and incorporate LID as a preferential stormwater management technique. By defining LID within this bylaw, it also decreases the need to explain LID throughout each of the Zoning bylaws, SPR, and subdivision rules and regulations and reduce the potential for any conflict between regulations and bylaws.

Natick

There are opportunities for improvements with each of the zoning bylaw, site plan review (SPR), subdivision rules and regulations, and stormwater management bylaw and regulations. Making the requirements more flexible will help Natick decrease the amount of impervious surfaces and increase infiltration through the use of LID measures. These include reducing dimensional requirements, allowing common drives, flexible street location placement that works with the natural landscape, reduced road width standards, and reducing sidewalk requirements.

In other areas, LID can be clearly described as the preferred method, such as the use of roadside swales, requiring roof

runoff to be directed into vegetated areas (assuming soils allow for infiltration), and allowing or requiring LID in parking areas. For example, in the Subdivision Rules and Regulations, Section VI part J.III.2 requires landscape buffers and landscaped islands within parking lots, but with curbing. If the curbing requirements were removed, these already existing landscaped areas could be used as stormwater management and reduce the amount of polluted stormwater flowing into the MS4 system.

Similarly, the zoning requirements require landscaped buffers to the right of way (ROW) and off street parking, which offer opportunities for curb cuts to allow for LID drainage. LID could also specifically be addressed and cited within the SPR standards, where natural drainage and swales “should be used when possible,” but there is no mention of LID practices, when they’re applicable, or how to use them.

Both SPR and Subdivision rules could also be clarified in terms of reducing clearing and grading needs as well as using native plantings. Subdivision rules Section III B 9D require a “due regard for natural features” that “add attractiveness and value” to the parcel, but do not include information or consideration of other benefits such as ecosystem services provided by the natural features. Site Plan Review requires, that “natural drainage courses, swales properly stabilized with plant materials...shall be utilized to dispose of water on the site through natural percolation to a degree equivalent to that prior to development,” which is a big step in the right direction, but can still include more specific information on “Low Impact Development” and a variety of BMPs to achieve a successful project that addresses these goals.

There are many other parts of the bylaws and regulations that hint at LID without specifically addressing it and offer opportunities for improvement. For example, while the SPR mentions that frequent driveway openings within the Town House Cluster Plan should be avoided, it stops short of describing and encouraging common drives. Both the SPR and Subdivision rules take the first step in requiring plantings that must not require high water use, but do not specifically encourage native plants or those that tolerate both drought conditions as well as flooding that are used in LID bioswales.

Creating an LID bylaw may also help Natick create a simple standard as to what qualifies as LID and review the benefits and how it may be used. This will decrease the need to explain LID throughout each of the zoning, SPR, and subdivision rules and regulations and reduce the potential for any conflict between regulations and bylaws. Having a central LID bylaw will also allow the PB to easily adjust the standards in the future instead of altering each regulation or bylaw as needs and knowledge changes.

While a daunting task, rewriting the zoning bylaw entirely would help Natick truly determine its priorities and ensure that what the town is requiring actually match those needs. For example, Natick conducted a study of the downtown area to look at what the zoning required as compared to what buildings already existed. Nearly 75% of built homes were considered nonconforming structures. This implies that the regulations do not accurately reflect a preservation of community character. Additionally, it may have unintended consequences that further exacerbate this issue. If a homeowner wishes to adjust their home through an addition or building a porch, they have to go through the ZBA. If they have to go through this process anyway, it may encourage a greater rate of tear downs and the building of homes that are even further from the existing community character.

Natick has the option of doing a large-scale revision of the zoning bylaws to review the existing structures in the community, deciding what the true priorities are for the town and neighborhood, and writing zoning that reflects these changes. Legacy bylaws don’t always reflect the true needs of the community and deserve a closer look to decide how to proceed and shape the future of Natick.

The attached chart gives a more detailed analysis of Natick’s zoning bylaw, site plan review, subdivision rules and regulations, and stormwater management bylaw and regulations.

MA Open Space Residential Design Best Practices Factors	Conventional	Better	Best Practice	III-1.F Town House Cluster Development in RSA	III-2.F Single Family Town House Cluster Development in RSB, D, E	III-3.F Single Family Town House Cluster Development in RSC	III-4.F Cluster Development in AP & PCP	III.5-F Comprehensive Cluster Development Option in RSB
Intent				Character, recreation	water supply, recreation, variety of housing	water supply, recreation, variety of housing	Develop in AP, small minimum parcel requirement	Mentions OS plan
Permit Type	Special Permit	By Right	Mandatory	Special Permit	Requires Site Plan Approval	Requires Site Plan Approval	Requires Site Plan Approval	Special Permit
Land area to which the zoning is applicable	Only a small amount of developable land	Land of particular environmental sensitivity	All developable land zoned residential	RSA district	RSB, RSD, RSE districts	RSC district	AP, PCP districts	RSB district
Minimum Open Space	50-65%	65-75%	≥ 75%	30%, of which ≤ 50% may be wetlands or floodplain	30%, of which ≤ 50% may be wetlands or floodplain	30%, of which ≤ 50% may be wetlands or floodplain	35%, of which ≤ 50% may be wetlands or floodplain. PB can waive or require more.	50%, of which ≤ 50% may be wetlands or floodplain
Yield Calculation	Full plan with full percolation tests	Sketch plan with selected percolation test(s)	By formula	By formula	By formula	By formula	By formula	By formula
Minimum parcel size	≥ 10 acres	5-10 acres	None	40 contiguous acres	1,000,000 sq ft (~23 ac)	40 contiguous acres OR 2+ parcels each containing 1,000,000sqft separated by <100'	30,000 sq ft (.69 acres)	1,000,000 sq ft (~23 ac)
Review Process	No detailed analysis of site characteristics in relation to design	Cluster layout	Flexible “OSRD” 4 Step	Cluster layout	Cluster layout	Cluster layout	Cluster layout	Cluster layout

MA Open Space Residential Design Best Practices Factors	Conventional	Better	Best Practice	III-1.F Town House Cluster Development in RSA	III-2.F Single Family Town House Cluster Development in RSB, D, E	III-3.F Single Family Town House Cluster Development in RSC	III-4.F Cluster Development in AP & PCP	III.5-F Comprehensive Cluster Development Option in RSB
Ownership of Open Space	Appropriate to the resources present. For example, agricultural land by the farmer, watershed land by a water dept. or district, habitat land by the conservation commission, or recreational open space by a parks and recreation commission or homeowners association.			OS shall be conveyed to corporation or trust, or owned, or by residential units for conservation/ recreation and charged a fee for its maintenance expenses. Town is granted easement. No mention of conservation group or to ConComm.	OS shall be conveyed to town under CR, to nonprofit that conserves OS, owners of lots, or corporation/trust for conservation/ recreation with fee paid for its maintenance expenses.	OS shall be conveyed to town under CR, to nonprofit that conserves OS, owners of lots, or corporation/trust for conservation/ recreation with fee paid for its maintenance expenses.	OS shall be conveyed to town under CR, to nonprofit that conserves OS, owners of lots, or corporation/trust for conservation/ recreation with fee paid for its maintenance expenses.	OS shall be conveyed to town under CR, to nonprofit that conserves OS, owners of lots, or corporation/trust for conservation/ recreation with fee paid for its maintenance expenses.
Dimensional Standards; area, frontage, etc.	Specified, < than for standard subdivision	Formulaic reduction with specified minimums	None set or small minimums	No division of Intensity Regulations. Those given similar to other RS districts.	No division of Intensity Regulations. Those given similar to other RS districts.	No division of Intensity Regulations. Those given similar to other RS districts.	Many are MORE than other district areas, including 30k sqft lots, 120' frontage, 140' depth, and 20' side.	Similar to other RS areas.
Quality of open space conserved: Specificity of local priorities for natural, cultural, and historic resource conservation	No indication of local conservation priorities, or language that refers only to regulated resource areas.	Lack of specificity regarding local conservation priorities; no map of priority locations	Local priorities clearly and unambiguously stated and mapped for use in site design.	Vague language on protection of natural landscape and natural environment, including flood plains, habitat, and scenic views.	Vague language on protection of scenic views and significant natural environments including wetland habitat, stream valley, water recharge, etc.	Vague language on protecting "significant natural environment" such as ground water recharge areas, wetlands, field, scenic spots, etc.	Vague language on protecting water supply, flood protection, habitat.	Vague language on preservation of natural landscapes in order to enhance "continuation of existing ecosystem" and interconnection as well as protecting significant natural environment such as scenic spots and groundwater recharge.

MA Open Space Residential Design Best Practices Factors	Conventional	Better	Best Practice	III-1.F Town House Cluster Development in RSA	III-2.F Single Family Town House Cluster Development in RSB, D, E	III-3.F Single Family Town House Cluster Development in RSC	III-4.F Cluster Development in AP & PCP	III.5-F Comprehensive Cluster Development Option in RSB
Contiguity of open space; relationship to previously protected open space	No contiguity requirement	Contiguity required within subdivision	Contiguity required; adjacent land considered	Contiguity encouraged as objective of bylaw, but at least 80% of homes must be within 300' of OS.	OS should be intermixed with housing. Contiguity encouraged as objective of bylaw, but at least 80% of homes must be within 300' of OS and at least 20% of frontage on road.	OS must include \geq 20% of frontage on roads servicing development. At least 80% of homes must be within 300' of OS.	All homes must abut OS or be accessible by public way/easement.	Contiguity encouraged as objective of bylaw, but at least 80% of homes must be within 500' of OS and at least 20% of frontage on road servicing CCD. Existing conserved land does not count toward this goal. Required consideration for approval of SP, including as corridors outside of parcel.
Quality of open space conserved: Allowed uses of open space	Allowed use of open space not addressed	Vague language regarding use of conserved open space	Clear list of allowed uses consistent with conservation and recreation goals	Allowed uses not addressed.	Allowed uses not addressed.	Allowed uses not addressed other than allowing for some recreational facilities such as tennis courts and pools. Not specified within OS area or not.	Allowed uses not addressed.	Allowed uses not addressed.
Quality of open space conserved: Submission requirements - GIS maps, data, etc. to inform the review process	Vague or no language regarding submission of information on site resources and no specified process for the use of the data submitted.	General non-comprehensive data and mapping requirements; vague process for the application of the data to site design and open space conservation.	Specific plans, maps, & comprehensive data regarding natural, cultural, and historic resources required and used as the basis for open space conservation.	No language.	No language.	No language.	No language.	No language.

MA Open Space Residential Design Best Practices Factors	Conventional	Better	Best Practice	III-1.F Town House Cluster Development in RSA	III-2.F Single Family Town House Cluster Development in RSB, D, E	III-3.F Single Family Town House Cluster Development in RSC	III-4.F Cluster Development in AP & PCP	III.5-F Comprehensive Cluster Development Option in RSB
Relationship to Plans	Relationship to plans not discussed	Optional consideration of open space goals of OSRP, master, and/or regional policy plan	Required consideration of open space goals of OSRP, master, and/or regional policy plan	Not discussed.	Not discussed.	Not discussed.	Not discussed.	Includes criteria to meet preservation and public accessibility of OS objectives outlined in OSP.
Low Impact Design	Not addressed	Encouraged	Required	Not addressed.	Not addressed.	Not addressed.	Not addressed.	Not addressed.
Density bonus for	No bonus offered	Bonus by special	Automatic or formulaic	No bonus offered	No bonus offered	No bonus offered	No bonus offered	No bonus offered
Review Entity	ZBA, council or selectmen as special permit authority	Planning Board	Planning Board	Planning Board	Planning Board	Planning Board	Planning Board	Planning Board
Flexibility re: open space protection to facilitate wastewater treatment facilities	No flexibility provided	Aggregate calculations allowed by board of health	If necessary, required open space may be reduced by < 10% to accommodate; disposal area deed restricted; aggregate calculations allowed by BoH, etc	Not addressed.	Not addressed.	Not addressed.	Not addressed.	Not addressed.
Monitoring of open space	No specified monitoring requirements and no requirements that would assist the party responsible for monitoring	Loose provisions to facilitate, municipal monitoring, or no specificity regarding monitoring interval	Specific provisions to aid endowed monitoring by a conservation org at stated intervals	Not addressed.	Not addressed.	Not addressed.	Not addressed.	Not addressed.

Factors	Conventional	Better	Best		Zoning: RM / RSA/ RSB/ RSC/ RG	Subdiv Regs	Site Plan	Stormwater/ LID Bylaw/Regs
DIMENSIONAL REQUIREMENTS								
Lot size	Required minimum lot sizes	OSRD/NRPZ preferred. Special permit with incentives to utilize	Flexible with OSRD/NRPZ by right, preferred option		RM - 20k, RSA - 15k, RSB - 40k, RSC - 20k, RG - 12k	(Not applicable)	(Not applicable)	(Not applicable)
Setbacks	Required minimum front, side, and rear setbacks	Minimize, allow flexibility	Clear standards that minimize and in some instances eliminate setbacks		<u>Depth:</u> RM - 125', RSA - 125', RSB - 150, RSC - 125, RG - 100 <u>Front:</u> 30' except for 40' RSB <u>Side:</u> 12, 12, 20, 12, 12 <u>Rear:</u> 25, 25, 40, 25, 25	(Not applicable)	(Not applicable)	(Not applicable)
Frontage	Required minimum frontage for each lot/unit	Minimize especially on curved streets and cul-de-sacs	No minimums in some instances, tied into other standards like OSRD design and shared driveways.		120, 110, 140, 120, 100	(Not applicable)	(Not applicable)	(Not applicable)
Common driveways	Often not allowed, or strict limitations	Allow for 2-3 residential units	Allow for up to 4 residential units		Allowed in LC district with SP. Not addressed elsewhere.	Not addressed	Not addressed	(Not applicable)
Limit impervious area – Rural Districts In high density areas, require post-development infiltration to = or > predevelopment	Not usually addressed in zoning and subdivision regs for rural/suburban residential	<15%	<10%		Not addressed	Not addressed	"Groundwater recharge shall be maximized... reduction of paved areas, reduction of building coverage, etc" VI-9.6f without specific standards	Not addressed

Factors	Conventional	Better	Best		Zoning: RM / RSA/ RSB/ RSC/ RG	Subdiv Regs	Site Plan	Stormwater/ LID Bylaw/Regs
Allow easy siting of LID features (bioretention, swales, etc.)	Often not addressed, may require waivers from subdivision standards	Encouraged along road ROW	Allowed on lots, common open space, or road ROW, easement recorded		Not addressed	Not addressed within drainage requirements, LID difficult to site by requiring wide roads and vertical curbing.	VI-9.6.e Insofar as possible, natural drainage courses, swales properly stabilized with plant materials, or paving when necessary, and drainage impounding areas, shall be utilized to dispose of water on the site through natural percolation to a degree equivalent to that prior to development.	(Not applicable)
Permeable paving	Often not addressed, may require waivers from subdivision standards	Allowed on private residential lots for parking, patios, etc.	Allowed for residential drives, parking stalls, spillover parking spaces, emergency access ways (with proper engineering support for emergency vehicles) Two track design allowed for driveways and secondary emergency access ways (where required).		(Not applicable)	Section V, part E.4. - Does not address permeable pavement as an option for roadways. Can also listed as an option within Section X.	VI-9.6.f encourages pervious pavement as potential groundwater recharge, but does not list where.	Not addressed
Parking	Specific minimums set based on projected maximum use times	Encourage minimum # needed to serve routine use (e.g. 2/residential unit with any additional/visitors parking behind in driveway or on street.	Establish Maximum Parking spaces allowed Do not require more than 2/residence		One and two family units require 2 spaces/unit. MF require one space for 1bd, 2 spaces for 3+bd. In PCD districut, parking may not exceed 125 spaces/lot.	(Not applicable)	Not addressed	(Not applicable)

Factors	Conventional	Better	Best		Zoning: RM / RSA/ RSB/ RSC/ RG	Subdiv Regs	Site Plan	Stormwater/ LID Bylaw/Regs
Commercial Parking	Specific minimums set based on projected maximum use times adding all on-site uses together.	Some flexibility to reduce minimums based on street or other available nearby parking or transit.	Allowed shared parking for uses with different peak demand times. Provide model agreements/deed restrictions. Reduce parking requirements near transit. Limit parking stall size (9ftx18ft max), with up to 30% smaller for compact cars		Parking minimums for variety of uses, no parking maximums. Only shared space is within hotels - If hotel includes restaurant/lounge, then half the spaces are required. No consideration of public transit availability. In DM/HOOP, can reduce parking through SP, but must pay mitigation \$16k/space for residential or 20k/space for nonresidential.	(Not applicable)	Not addressed	(Not applicable)
LID in Parking Areas	Often not addressed, may require waivers e.g. for planting islands to drain down rather than built up surrounded by curbs	Allow LID/bioretenention within parking areas	Require landscaping within parking areas, as LID/bioretenention		(Not applicable)	Section VI part J III 2 Requires landscape buffers and landscaped islands, but with curbing. If remove curbing requirements, can use as SW mgmt area.	Not addressed	Not addressed

Factors	Conventional	Better	Best		Zoning: RM / RSA/ RSB/ RSC/ RG	Subdiv Regs	Site Plan	Stormwater/ LID Bylaw/Regs
Site Plan Requirements	LID may not be addressed	Encourage use of LID features in site design	Count bioretention and other vegetated LID features toward site landscaping/open space requirements.		(Not applicable)	(Not applicable)	Insofar as possible, natural drainage courses, swales properly stabilized with plant materials, or paving when necessary, and drainage impounding areas, shall be utilized to dispose of water on the site through natural percolation to a degree equivalent to that prior to development.	Not addressed
Rooftop runoff	Prohibit directing clean roof runoff into closed municipal drainage systems.	Allow clean roof runoff to be directed to landscaped or naturally vegetated areas capable of absorbing without erosion, or infiltration	Require directing clean roof runoff to landscaped or naturally vegetated areas capable of absorbing, or infiltration		(Not applicable)	Not addressed	"All surface water drained from roofs, streets, parking lots and other site features shall be disposed of in a safe and efficient manner which shall not create problems of water runoff or erosion on the site in question or on other sites." VI-9.6e	Not addressed
Overall stormwater design; piping and surficial retention vs. LID	Conventional stormwater system design standards		LID design standard. Allow surficial ponding of retained runoff for up to 72 hours		(Not applicable)	Section V part B only addressed conventional stormwater design and does not address LID. Lot drainage is required and specified by BoH.	VI-9.6e. Surface Water Drainage - natural drainage and swales should be used when possible to increase natural percolation. LID not specifically stated or defined.	Required to meet MassDEP stormwater management standards, but doesn't address LID.

Factors	Conventional	Better	Best		Zoning: RM / RSA/ RSB/ RSC/ RG	Subdiv Regs	Site Plan	Stormwater/ LID Bylaw/Regs
Stormwater management O&M plan	Typically only addressed if municipality has a stormwater or LID bylaw, or for areas subject to wetlands permitting	Required	Required, surficial bioretention and swales preferred. Closed/underground systems requiring specialized inspection and clean out discouraged.		(Not applicable)	Not addressed	Not addressed	Required to meet MassDEP stormwater management standards, but doesn't address LID.
Construction Erosion and Sedimentation Plan required	Basic general requirements	Required, contents specified	Goes beyond minimum NPDES requirements, requires minimization of site disturbance		(Not applicable)	Not addressed	Not addressed	Required. Minimize disturbance and control sedimentation. No off-site transport of sediment.
SUBDIVISION RULES AND REGULATIONS/ROAD DESIGN STANDARDS								
Street location	Numeric and geometric standards based primarily on vehicular travel and safety, with basic pedestrian requirements e.g. sidewalks	Flexibility in applying standards, to reduce area of impact, grading, avoid key natural features	OSRD design preferred by-right Require locating streets to minimize grading and road length, avoid important natural features		(Not applicable)	Numeric and geometric standards, no regard to exsiting natural landscape	(Not applicable)	(Not applicable)
Road width	Major and minor categories, 24-30'	Wide, medium, narrow categories. 22-24' max, plus 2' shoulders	Wide, medium, narrow, and alley categories. 20-24' widest for 2 travel lanes, 18-20' low traffic residential neighborhood, plus 2' shoulders Allow alleys and other low traffic or secondary emergency access and all shoulders to use alternative, permeable materials		(Not applicable)	All streets require 50' roadway (unless "special considerations exist"). Major roads are 60'.	(Not applicable)	(Not applicable)
Road ROW width	50-75', fully cleared and graded	40-50', some flexibility in extent of clearing	20-50'depending on road type		Not addressed	Entire roadway area should be cleared/graded - 60' major roads, 50' other roads.	Not addressed	Not addressed

Factors	Conventional	Better	Best		Zoning: RM / RSA/ RSB/ RSC/ RG	Subdiv Regs	Site Plan	Stormwater/ LID Bylaw/Regs
Access Options	No common drives allowed, dead end allowed with limit on length and # of units	Allow dead end with limit on length and # of units. Allow common drives up to 2-3 units	Allow one way loop streets. Allow common drives up to 4 units		(Not applicable)	Not addressed	(Not applicable)	(Not applicable)
Dead Ends/Cul-de-sacs	120 ft or more minimum turnaround	Minimize end radii – 35 ft	Allow hammerhead turnaround		(Not applicable)	Not addressed	(Not applicable)	(Not applicable)
Cul-de-sacs	Full pavement standard	Encourage center landscaping with bioretention	Require center landscaping with bioretention		(Not applicable)	Not addressed	(Not applicable)	(Not applicable)
Curbing	Curbing required full length both sides of road	Allow curb breaks or curb flush with pavement to enable water to flow to vegetated LID features	Open drainage with roadside swales and no curbs preferred		(Not applicable)	Granite or asphalt curbing required, no mention of ways to reduce.	Not addressed	Not addressed
Roadside Swales	Allowed as an option	Preferred over closed drainage	Preferred, with criteria for proper design.		(Not applicable)	Not addressed	VI-9.6e. Surface Water Drainage - natural drainage and swales should be used when possible to increase natural percolation. LID not specifically stated or defined.	Does not specifically address options for stormwater management other than to meet DEP stormwater management standards.
Utilities	Off sets required contributing to wide road ROWs	Not specified, flexible	Allow under road, sidewalks or immediately adjacent to roads to enable placement of roadside swales.		(Not applicable)	Utilities must be installed underground - not specified within ROW or additional clearing is necessary. Town owns easement 20' from all water/sewer/drain utilities, even if not in public way.	"shall be underground; and so located as to provideno adverse impact on the groundwater levels, and to be coordinated with other utilities."	(Not applicable)
Sidewalks	Concrete or bituminous	Some flexibility in material and design	Prefer permeable pavement		(Not applicable)	Section V, part F - Does not address permeable pavement as an option for sidewalks. Section V, part E2 requires bituminous concrete.	Not addressed	(Not applicable)

Factors	Conventional	Better	Best		Zoning: RM / RSA/ RSB/ RSC/ RG	Subdiv Regs	Site Plan	Stormwater/ LID Bylaw/Regs
Sidewalks	Required both sides of road	Allow on only 1 side of road especially in low density neighborhoods	Prefer siting with land contours and for best pedestrian utility (e.g. connect with common areas and shared open spaces) – not necessarily immediately parallel to road.		NA	Sidewalks required on both sides of street at 4'6"	Not addressed	NA
Sidewalks	Drains to road closed drainage system	Not addressed	Disconnect drainage from road system – e.g.adjacent green strips or within vegetated areas that can absorb sheet flow		(Not applicable)	Not addressed	Not addressed	(Not applicable)
SITE WORK								
Soils managed for revegetation	Not addressed	Limitations on removal from site, and/or requirements for stabilization and revegetation	Prohibit removal of topsoil from site. Require rototilling and other prep of soils compacted during construction		(Not applicable)	Section V, part E.2. Excavation does not address retaining soils.	VI-9.6.a"The landscape shall be preserved in its natural state, insofar as practicable by minimizing tree and soil removal..."	Sediment may not be transported offsite. No off-site transport of sediment.

Factors	Conventional	Better	Best		Zoning: RM / RSA/ RSB/ RSC/ RG	Subdiv Regs	Site Plan	Stormwater/ LID Bylaw/Regs
Limit clearing, lawn size, require retention or planting of native vegetation/naturalized areas	Not addressed or general qualitative statement not tied to other design standards	Encourage minimization of clearing/ grubbing	Require minimization of clearing/grubbing with specific standards		Must retain landscaped buffer to ROW, off street parking, or storage areas. With curb cuts, this could be used as LID.	Section III B 9D - "Due regard" for natural features such as lg trees, water bodies, scenic points IF preserving them "will add attractiveness and value." Opportunity to consider and add info on ecosystem services offered. No mention of reduced clearing/grading other than major changes must be "brought to rough grade" and completed before streets begun. Section V part E1 and section VIII part C1 can also discourage additional, unnecessary clearing. Section VI E - street shade trees 12"+ shall be retained	VI-9.6.a"The landscape shall be preserved in its natural state, insofar as practicable by minimizing tree and soil removal and any grade changes shall be in keeping with the general appearance of the neighboring developed areas...Finish site contours shall depart only minimally from the character of the natural site and the surrounding properties."	Minimize disturbance and control sedimentation, no specific mention of limiting clearing and grading or vegetated areas
Require native vegetation and trees	Require or recommend invasives	Not addressed, or mixture of required plantings of native and nonnative	Require at least 75% native plantings		Not addressed	Section VI J VI 2 - Plantings must not require high water use for maintainance. Can also specify native plants, which naturally require less water and maintenance.	Not addressed	Not addressed

Additional Notes and Recommendations

Stormwater Calculations

Ensure your regulations reference the most updated data on storm intensities from the Northeast Climate Center at <http://www.nrcc.cornell.edu/>

Landscaping and Recommended Trees

Ensure your local landscaping regulations require native, pollinator friendly species such as those here: http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs144p2_015043.pdf

Additional Considerations

Funding and Maintenance:

- Ensure sufficient funding for DPW to perform maintenance of stormwater management facilities, whether conventional or LID.
- Consider reduced costs of paving, plowing, salt when comparing LID maintenance costs with conventional designs
- Create mechanisms for enforcement of maintenance agreements; establish regulations/fines for property owners who fail to maintain stormwater facilities.

Training, Demonstration Projects, and Public Education:

- Provide opportunities for and encourage municipal staff and committee/board members to participate in LID workshops or conferences.
- Implement LID demonstration programs at city or town hall, schools, DPW, etc.

Nonpotable Uses of Clean Stormwater:

- Local plumbing codes should allow the use of clean (e.g. rooftop) rainwater for landscape irrigation and interior non-potable uses such as toilet flushing.

Common Acronyms

BoA	Board of Appeals
BoH	Board of Health
BMP	Best Management Practice
CC	Conservation Commission
CR	Conservation Restriction pursuant to MGL 184, S.31-33
DPW	Department of Public Works
GI	Green Infrastructure
HA	Homeowner's Association
LID	Low Impact Development
MS4	Municipal Separate Storm Sewer System
NRPZ	Natural Resource Protection Zoning
OS	Open Space
OSRD	Open Space Residential Design
PB	Planning Board
ROW	Right of Way
RS	Residential Single
RG	Residential General
SPR	Site Plan Review
SP	Special Permit
SPGA	Special Permit Granting Authority

Resources and Model Bylaws/Regulations

For additional information on best practices, model LID and OSRD bylaws and regulations, case studies, and other related resources see:

www.massaudubon.org/LIDCost

- Five free fact sheets on Cost-Effective LID
- Presentations and other resources.

Additional resources

- Massachusetts Smart Growth/Smart Energy Toolkit, including case studies and model bylaws:
www.mass.gov/envir/smart_growth_toolkit/
- Massachusetts Smart Growth Model Open Space Design/Natural Resource Protection Zoning:
www.mass.gov/envir/smart_growth_toolkit/bylaws/model-osd-nrpz-zoning-final.pdf
- Metropolitan Area Planning Council's (MAPC) LID Toolkit
www.mapc.org/low-impact-dev-toolkit
- MA-APA *Neighborhood Road Design Guidebook*
<http://www.apa-ma.org/resources/publications/nrb-guidebook>
- MAPC's Environmental Planning Services:
www.mapc.org/environment

Acknowledgements and Disclaimers

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Contact Us

For questions regarding this analysis or how to implement LID in your community, please feel free to contact us:

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III-6. F SINGLE FAMILY RESIDENTIAL CLUSTER OPTION – RSA, RSB & RSC DISTRICTS

1. PURPOSE AND INTENT:

Single Family Residential Cluster (SFRC) is a development option designed to help the Town maximize available land for open space, diversify Natick's housing stock with a variety of dwellings of different sizes and layouts, including handicapped accessible and/or age-qualified units, while preserving Natick's New England character, [minimizing the amount of impervious surfaces on residential lots and advancing the goals and policies of the Natick's Comprehensive Master and Open Space and Recreation Plans](#).

This development alternative permits a more economical and efficient use of residential land than may be accomplished through standard subdivision development by: [utilizing Open Space Residential Design \(OSRD\) and Low Impact Design \(LID\) principles](#) to protect the existing character of the landscape; introduce diversity into residential developments; and preserve more public open space for water supply, wetland, and other natural habitat, conservation, and recreation. In addition, it reduces the typical costs of providing municipal services to residential developments. Such objectives may be obtained as an alternative or optional choice by a landowner in the Residential Single-A, B or C (RS A, RS B or RS C) Districts.

Applicants can benefit from choosing this option because they are able to moderately increase the density of their development over other available options in the RSA, RSB or RSC districts while reducing the costs of providing access and services to their property.

2. APPLICABILITY

The Planning Board may grant a Special Permit, Site Plan Approval in accordance with Section VI-DD and VI-EE of these by-laws and subdivision approval in accordance with the subdivision rules and regulations, and other rules and regulations as adopted pursuant to [Section III-6.F.4\(c\) herein, for the construction and occupancy of a SFRC located in an RS A, RS B or RS C District, provided that the gross land area of the parcel is at least three \(3.0\) acres \(130,680 square feet\)](#). The applicant must either own or submit authorization in writing to act for all the owners to the lots comprising the parcel prior to submitting a formal application.

3. PERMITTED AND ALLOWED USES

The Planning Board, acting as a Special Permit Granting Authority as hereinafter provided, may grant a special permit pursuant to the provisions of the By-Law and M.G.L. Chapter 40A for the following uses:

- a. [Single-family homes provided that the total number of such dwellings does not exceed the total number of units permitted for the entire SFRC pursuant Section III-6.F.6 herein and which meet the dimensional requirements of single family lots as stated in Section III-6.F.7\(a\) herein.](#)

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- b. Town homes provided that the total number of such dwellings does not exceed the total number of units permitted for the entire SFRC pursuant Section III-6.F.6 herein and which meet the dimensional requirements of town home lots as stated in Section III-6.F.7(b) herein.
- c. Indoor & outdoor tennis courts, swimming pools and other non-commercial recreational facilities with use restricted to residents of the SFRC, including accessory structures necessary for appropriate non-commercial use and operation of such recreational facilities.
- d. Age-qualified housing units, provided that the total number of age-qualified housing units does not exceed the total number of units permitted for the entire SFRC pursuant Section III-6.F.6 herein.
- e. The Planning Board may adopt regulations further providing for the relative percentage mix of single-family homes, town houses, and age-qualified housing units.

4. PROCEDURES:

The procedures to be followed in obtaining approval for the CCD are:

Pre-Application: To promote better communication and to avoid misunderstanding, the applicant shall request a OSRD pre-application review at a regular business meeting of the Planning Board. The Planning Board shall invite the Conservation Commission, Board of Health and any other Committee and/or Board with interest in the proposal to the pre-application review. The purpose of a pre-application review is to minimize the applicant's costs of engineering and other technical experts and to commence negotiations with the Planning Board at the earliest possible time in the development cycle. At the OSRD pre-application review, the applicant may outline the proposal, seek preliminary feedback from the Planning Board and/or its technical experts, and set a timetable for submittal of a formal application. At the request and expense of the applicant, the Planning Board may engage technical experts to review the informal plans of the applicant and to facilitate submittal of a formal application for approval of a SFRC.

In order to facilitate review of the SFRC at the OSRD pre-application stage, applicants must submit the following information to the Planning Board:

- ❖ Site Context Map. This map illustrates the parcel in relation to its surrounding neighborhood. Based upon existing data sources and field inspections, it should show various kinds of major natural resource areas or features that cross parcel lines or that are located on adjoining lands. This map enables the Planning Board to understand the site in relation to what is occurring on adjacent properties.
- ❖ Existing Conditions/ Site/ Conservation Analysis Map. This map familiarizes officials with existing conditions on the property. Based upon existing data sources and field inspections, this base map locates and describes noteworthy resources that should be left protected through sensitive subdivision layouts. These resources include wetlands, riverfront areas,

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floodplains and steep slopes, but may also include mature un-degraded woodlands, hedgerows, farmland, unique or special wildlife habitats, historic or cultural features (such as old structures or stone walls), unusual geologic formations and scenic views in to and out from the property. Overlaying this plan onto a development plan identifies areas where conservation priorities and desired development overlap and/or conflict. This map will delineate three areas for the Board's review:

- ‡ Primary Conservation Areas: areas containing Preserved Open Space, where development is prohibited, which shall be permanently protected and which shall, to the extent feasible, be contiguous and meet the conservation goals of Natick's Comprehensive Master and Open Space / Recreation Plans;
 - ‡ Secondary Conservation Areas: areas containing unprotected elements of the natural landscape such as steep slopes, upland buffers to wetlands, streams, and vernal pools, mature woodlands, prime farmland, meadows, wildlife habitats / corridors for wildlife movement, historic / archaeological sites and scenic views;
 - ‡ Potentially Developable Area: areas where dwellings and accessory buildings in the SFRC development will be located;
- ❖ Preliminary Subdivision Plan. This plan will meet the requirements of Section III (A) of the Planning Board's Subdivision Rules and Regulations, showing the layout of single family house lots according to relevant dimensional regulations for the underlying Single Family Residential District in Section IV-B herein.

Applicants are encouraged to request a site visit by the Planning Board and/or its agents in order to facilitate the pre-application review of the SFRC.

- b. Formal Application: The applicant for a CCD shall submit to the Planning Board a formal application for a Special Permit which includes a Final Site Plan in accordance with Section VI-DD.3 and a definitive plan for subdivision approval, and which is otherwise in compliance with Rules and Regulations especially established by the Planning Board relative thereto. The application shall be filed in the name of the record owner(s) of the parcel(s) to be developed. The date of application shall be the date when filing is made with the Planning Board.
- c. Further Procedures: The hearing and further proceedings regarding the application shall be in accordance with M.G.L. Chapter 40A; M.G.L. Chapter 41, Section 81K et seq; and the Town of Natick By-laws. The Planning Board may adopt Rules and Regulations for the proceedings under Section III-5.F, and in accordance with M.G.L. Chapter 41, Section 81A, and 81Q; and may waive strict compliance therewith, in accordance with M.G.L. Chapter 41, Section 81R.

5. CRITERIA:

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Approval of the application for a Site Plan Approval and for subdivision approval to allow the construction of a SFRC shall be granted only upon Planning Board determination that the plan is superior to a conventional subdivision plan.

a. The following criteria shall be used to make the determination as to whether or not the plan is superior:

- ❖ The preservation and public accessibility of open space for conservation or recreation and other objectives outlined in the town's current [Comprehensive Master and Open Space/Recreation Plans](#);
- ❖ The protection of significant large contiguous areas of natural features of the land; which would avoid extensive topographic change necessitating vegetation and tree removal or earth removal;
- ❖ The protection of historical or other significant features;
- ❖ More efficient provision of street, utilities and other public services; and
- ❖ The provision of a diversity of dwelling unit styles, sizes, and architectural elements;
- ❖ [Encourage less sprawling and more efficient forms of residential development using Low Impact Development \(LID\) principles to conform to existing topography and natural features; and](#)
- ❖ [Reduce energy consumption and greenhouse gas emissions.](#)

b. Specific means of achieving these objectives include:

- ❖ Avoidance of frequent driveway openings onto through streets, or near street intersections;
- ❖ Avoidance of extensive topographic change necessitating vegetation, earth and/or tree removal;
- ❖ Preservation of scenic views from public ways [in conformance the goals of Natick's Comprehensive Master and Open Space / Recreation Plans](#);
- ❖ Preservation of natural landscapes in large contiguous areas and corridors, which are visible from roadways and residences, enhancing the likelihood of the continuation of existing ecosystems and providing an interconnection to adjoining open spaces for both wildlife and public access, [in conformance with and to achieve the goals of Natick's Comprehensive Master and Open Space / Recreation Plans](#);
- ❖ Accessibility of the Preserved Open Space to substantially all of the dwelling units and the public, [in conformance with to achieve the goals the town's Comprehensive Master and Open Space / Recreation Plans](#);
- ❖ Variations in lot sizes, building styles, building sizes and building arrangements; and
- ❖ Use of Preserved Open Space - to protect significant natural environment such as but not limited to ground water recharge areas; wetlands that provide flood protection; stream

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valleys; outstanding vegetation; woodland; field and wetland habitat; or scenic spots; and – to avoid development on geologically unsuitable land.

6. NUMBER OF DWELLING UNITS:

The maximum number of dwelling units allowed in a SFRC shall equal the "Net Usable Land Area" within the parcel divided by the minimum lot area requirements for a single family home in the host district, as determined by Section IV-B of these By-Laws then rounded up to the nearest whole number, as shown in the schedule below:

<u>Zoning District</u>	<u>Maximum Number of Dwellings</u>
RS A zone	Net Usable Area / 15,000 sf, rounded up to the nearest whole number
RS B zone	Net Usable Area / 40,000 sf, rounded up to the nearest whole number
RS C zone	Net Usable Area / 20,000 sf, rounded up to the nearest whole number

At least ten percent (10%) of this total number of dwelling units shall be Affordable Housing Units as defined in Section 200 herein (see also the definition of Subsidized Housing herein).

As used herein, "Net Usable Land Area": shall mean the gross land area of the parcel minus primary zone wetlands or land within the 100-year flood elevation as shown on Townwide Drainage study maps or as delineated by a qualified wetland scientist. Furthermore, if the Final Site Plan includes a recreational facility, all the land area dedicated to that facility will be deducted from the "net usable land area" for the purpose of calculating the maximum number of dwelling units.

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7. INTENSITY REGULATIONS

Single-family and town house structures shall be on lots having the following requirements:

Minimum lot area*	RS A zone: 6,000 square feet/dwelling (single family homes/town homes)
	RS B zone: 16,000 square feet/dwelling (single family homes/town homes)
	RS C zone: 8,000 square feet/dwelling (single family homes/town homes)
Continuous frontage*	RS A zone: 70 feet (single family homes/townhomes)
	RS B zone: 110 feet (single family homes/townhomes)
	RS C zone: 80 feet (single family homes/townhomes)
Minimum depth*	RS A zone: 80 feet (single family homes/townhomes)
	RS B zone: 120 feet (single family homes/townhomes)
	RS C zone: 90 feet (single family homes/townhomes)
Minimum setback, front*	RS A zone: 15 feet
	RS B zone: 20 feet
	RS C zone: 15 feet
Minimum side-yard setback*	RS A zone: 15 feet total, 5 feet minimum
	RS B zone: 20 feet total, total, 7.5 feet minimum
	RS C zone: 15 feet total, 5 feet minimum
Minimum rear-yard setback*	RS A zone: 15 feet
	RS B zone: 20 feet
	RS C zone: 20 feet
Maximum building coverage*	RS A zone: 33%
	RS B zone: 25%
	RS C zone: 30%
Maximum building height*	2 & ½ stories or 35 feet

* subject to waiver, see Section III-6.F 8d

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8. EXCEPTIONS TO THE OTHERWISE APPLICABLE INTENSITY REGULATIONS

- a) No building or parking shall be located within twenty-five (RS A zones), thirty-five feet (RS B zones) and thirty feet (RS C zones) of the boundaries of the parcel.
- b) No construction shall take place within the one hundred (100) year flood elevation line except in conformity with the requirements of M.G.L. Chapter 131, Section 40, and procedures established by the Town for such areas pursuant to the National Flood Insurance Program (42 USC 4001-4128) and the regulations of the Secretary of Housing and Urban Development issued thereunder.
- c) Indoor and outdoor recreational facilities intended for use by SFRC residents of more than one dwelling unit shall be located on a separate lot containing no dwelling units.
- d) The minimum dimensional requirements as delineated in Section III-6.F.7 may be reduced or increased by up to 15%, if in the opinion of the Planning Board that a waiver would improve the layout of the overall plan.

9. AGE-QUALIFIED HOUSING UNITS

The age-qualified housing units shall be subject to an age restriction described in a deed, deed rider, restrictive covenant, or other document that shall be recorded at the Registry of Deeds or the Land Court. The age restriction shall require at least one occupant in each age-qualified housing unit to be at least age 55; provide for reasonable, time-limited guest visitation rights; and authorize special exceptions as the Planning Board shall further define and specify in its special permit. The age restriction shall run with the land in perpetuity and shall be enforceable by any or all of the owners of the age qualified housing units.

10. AFFORDABILITY

It is mandatory that a percentage of dwelling units in a CCD be sold, rented, or leased at prices and rates that are affordable to low- and moderate-income individuals, as more specifically set forth in the following:

Affordable Housing shall be determined in accordance with the definition of Subsidized Housing found in Section 200. All Affordable Housing units that are built shall be provided for sale through the Natick Housing Corporation or any similar organization, as determined by the Planning Board.

Basic Affordability Component – At least 10% of the units in the CCD, to the nearest whole number, shall be Affordable Housing units. None of the Affordable Housing units shall be age-qualified housing units.

Affordability Standards – Subject to Planning Board approval, an applicant for a CCD special permit may utilize any available State or Federal assistance program or shall meet the Affordable

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Housing unit requirements by utilizing income and asset standards, and by establishing rents, leases, sales prices, entry fees, condominium fees, and other costs for individuals that are generally consistent with available Affordable Housing assistance programs.

Affordability Restrictions – affordable units shall be maintained in perpetuity. Each affordable unit shall be rented or sold to its initial and all subsequent buyers or tenants subject to deed riders, restrictive covenants, contractual agreements, or other mechanisms restricting the use and occupancy, rent levels, sales prices, resale prices, and other cost factors to assure their long term affordability. These restrictions shall be in force for such maximum time as may be permitted under applicable state law governing such restrictions. They shall be enforceable and renewable by the Town of Natick through standard procedures provided by applicable law.

The Planning Board may require that the restrictions for affordable units contain a right of first refusal to the Town of Natick or its designee at the restricted resale value, and that the owner provides notice of such right of first refusal to the Planning Board or its designee prior to selling or reselling the affordable unit with such reasonable time as the Planning Board may determine in its discretion for the town or its designee is necessary to exercise the right of first refusal.

Nothing in this Section shall be construed to cause eviction of an owner or tenant of an Affordable Housing unit due to loss of his/her income eligibility status during the time of ownership or tenancy. Rather, the restrictions governing an Affordable Housing unit shall be enforced upon resale, re-rental, or re-lease of the Affordable Housing unit. The mechanisms and remedies to enforce the restrictions governing an Affordable Housing unit upon resale, re-rental, or re-lease shall be set forth in its deed restrictions.

All contractual agreements with the Town of Natick and other documents necessary to insure the long term affordability of an affordable unit shall be executed prior to the issuance of any building permit under this option.

The exterior of the affordable units shall be compatible with, and as much as possible indistinguishable from, market-rate dwelling units in the CCD development.

Local Preference – Unless otherwise regulated by an applicable Federal or State agency under a financing or other subsidy program, at least fifty percent (50%) of the affordable units shall be initially offered to residents and employees of the Town of Natick.

Residency and employment in Natick shall be established through Town Clerk certification based on the Town Census, voter registration, or other acceptable evidence approved by the Town Clerk.

Purchaser/tenant selection – Procedures for the selection of purchasers and/or tenants shall be subject to regulations adopted by the Planning Board .

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These restrictions shall be in force for one hundred and twenty (120) days from the date of the first offering of sale or rental of a particular affordable unit.

11. BUILDING DESIGN CRITERIA

All buildings and structures shall be designed, located and constructed to afford the following:

- a) Compatibility of architectural styles, scales, building materials and colors within the development;
- b) Variations in façade, roof lines and interior layouts of dwelling units, including the design of units that are handicapped accessible;
- c) Harmonious relationship of buildings and structures to each other and their environs with adequate light, air, circulation, privacy and separation; and
- d) The capability for constant surveillance, orientation and recognition; to this end, and in lieu of providing conventional street lighting, individual building lot front yards and other areas along roadways not fronting building lots and approaches to common-use buildings and structures, shall be provided with architecturally compatible street-level-type lamp post lighting necessary to provide safety, security and visual indications, as determined by the Planning Board.

12. PRESERVED OPEN SPACE

In Single Family Residential Cluster developments, it is desired to create an environment in which large tracts of contiguous land are preserved for publicly accessible open space.

- ❖ For the purposes of this section, the Preserved Open Space shall comprise not less than fifty (50) percent of the total land area of the parcel for which there is a Final Site Plan and will not include rights of way for roads, detached single-family lots, town house lots or recreational facilities as defined in Section III-6.F.3(c).
- ❖ Preserved Open Space must include at least twenty percent (20%) of the frontage on the roads servicing the SFRC. A portion of the Preserved Open Space may be used as a common surrounded by a one-way road, in which event all of the road abutting such common will be counted as frontage for the purpose of fulfilling the foregoing requirement.
- ❖ Also, land which is under an existing conservation restriction or agricultural, forest land, or recreational restriction, (APR or Chapter 61, Chapter 61A, Chapter 61B) may not be included in the Preserved Open Space.
- ❖ At least eighty percent (80%) of the dwelling units shall abut or be within five hundred (500') feet of the Preserved Open Space and all dwelling units shall have access via a public way or easement to such Preserved Open Space.

MODEST REVISION ALPHA – RESIDENTIAL CLUSTER DEVELOPMENT

- ❖ At least fifty percent (50%) of the Preserved Open Space shall not be primary zone wetlands or land within the 100-year flood elevation either as shown on the Townwide Drainage study maps or as delineated by a qualified wetland scientist.
- ❖ All the Preserved Open Space shall be accessible to the general public. The Special Permit authorizing the CCD shall further provide that the Preserved Open Space shall be:
 - ‡ Conveyed to and accepted by the Town of Natick under a conservation restriction pursuant to M.G.L. Chapter 184, as amended;
 - ‡ Conveyed to a non-profit organization, the principal purpose of which is the conservation of open space; or
 - ‡ Conveyed to the owners of all the lots within the CCD as tenants in common, provided that title to such open space and to the lots is not separately alienable; or
 - ‡ Conveyed to a corporation or trust owned or to be owned, by the owners of the lots or residential units within the CCD for recreation or conservation purposes, with each lot subject to a proportionate charge for its share of the reasonable and appropriate maintenance expenses.

If method (b), (c), or (d) is elected, in addition, the Town shall be granted a conservation restriction over the Preserved Open Space pursuant to M.G.L. Chapter 184, as amended; and in the event the Town is required to expend funds for the reasonable and appropriate maintenance expenses of the Preserved Open Space, then each lot in the CCD shall be subject to a proportionate charge for its share of such expenses. No more than one method shall be elected for the Preserved Open Space within any CCD , unless the Planning Board shall otherwise approve.

(Art. X, S.T.M. #X, Date XX/XX/201X)

NATICK ZONING BY-LAW. Revised Intensity of Use Table

ZONING DISTRICT:	Minimum Lot Area	Min. Contiguous Frontage	Minimum Lot Depth	Min. Front Setback	Min. Side Setbacks	Min. Rear Setback	Maximum Lot Coverage	Max. Building Height	Minimum Open Space
Single Residence A (RS A)	15,000 sf	110 feet	125 feet	30 feet	12 feet	25 feet	25%	2.5 stories / 35 feet	None
RS A CLUSTER OPTION	Single family dwellings (SFH) and townhomes (TH) may be constructed in a Cluster Development in the RS A District on parcels measuring at least 3.0 contiguous acres by Special Permit from the Planning Board. At least 50% of the total site area must be designated as Protected Open Space. The number of dwellings allowed on a RSA Cluster = (Site Area – Wetland Area)/RS A Minimum Lot Area (15,000 sf). All structures must be located at least 25 feet away from the site boundaries. The following dimensional requirements apply to lots with structures developed in RS A Clusters. These can be reduced up to 10% by the Planning Board in response to site conditions as long as all parcels meet the egress, accessibility and off-street parking requirements of this by-law:								
RS A Cluster Dimensional Requirements:	6,000 sf (SFH) 5,000 sf/unit (TH)	70 feet (SFH) “ “ (TH)	80 feet “ “ (TH)	15 feet	5 feet, 15 feet total	15 feet	33%	2.5 stories / 35 feet	None
Single Residence B (RS B)	40,000 sf	140 feet	150 feet	40 feet	20 feet	40 feet	20%	2.5 stories / 35 feet	None
RS B CLUSTER OPTION	Single family dwellings (SFH) and townhomes (TH) may be constructed in a Cluster Development in the RS B District on parcels measuring at least 3.0 contiguous acres by Special Permit from the Planning Board. At least 50% of the total site area must be designated as Protected Open Space. The number of dwellings allowed on a RS B Cluster = (Site Area – Wetland Area)/RS B Minimum Lot Area (40,000 sf), ROUNDED UP to the nearest whole number. All structures must be located at least 35 feet away from the site boundaries. The following dimensional requirements apply to lots with structures developed in RS B Clusters. These can be reduced up to 10% by the Planning Board in response to site conditions as long as all parcels meet the egress, accessibility and off-street parking requirements of this by-law:								
RS B Cluster Dimensional Requirements:	16,000 sf (SFH) 14,000 sf/unit (TH)	110 feet (SFH) “ “ (TH)	120 feet (SFH) “ “ (TH)	20 feet	7.5 feet, 20 feet total	20 feet	25%	2.5 stories / 35 feet	None
Single Residence C (RS C)	20,000 sf	120 feet	125 feet	30 feet	12 feet	25 feet	20%	2.5 stories / 35 feet	None
RS C CLUSTER OPTION	Single family dwellings (SFH) and townhomes (TH) may be constructed in a Cluster Development in the RS C District on parcels measuring at least 3.0 contiguous acres by Special Permit from the Planning Board. At least 50% of the total site area must be designated as Protected Open Space. The number of dwellings allowed on a RS C Cluster = (Site Area – Wetland Area)/RS C Minimum Lot Area (20,000 sf), ROUNDED UP to the nearest whole number. All structures must be located at least 30 feet away from the site boundaries. The following dimensional requirements apply to lots with structures developed in RS C Clusters. These can be reduced up to 10% by the Planning Board in response to site conditions as long as all parcels meet the egress, accessibility and off-street parking requirements of this by-law:								
RS C Cluster Dimensional Requirements:	8,000 sf (SFH) 7,000 sf/unit (TH)	80 feet (SFH) “ “ (TH)	90 feet (SFH) “ “ (TH)	15 feet	5 feet, 15 feet total	20 feet	30%	2.5 stories / 35 feet	None

Legend: SFH = Single family home TH = Townhouse

EXAMPLES (No Wetlands)	REGULAR RESIDENTIAL TRACT DEVELOPMENT	CLUSTER RESIDENTIAL DEVELOPMENT <i>(Including acreage used for access roads, utility easements, etc.);</i>
Single Residence A (RS A)	On a 5-acre parcel with no wetlands, 11 single family homes can be developed By Right on 11 x 15,000sf lots with NO preserved open space <i>(after accounting for acreage used for access roads, utility easements, etc.);</i>	On a 5-acre parcel with no wetlands, 12 single family homes can be developed By Special Permit on 12 x 6,000sf lots with 2.5 acres preserved for open space; On a 5 acre parcel with no wetlands, 15 dwellings in townhomes can be developed By Special Permit on a 75,000sf lot with 2.5 acres preserved for open space;
Single Residence B (RS B)	On a 5-acre parcel with no wetlands, 4 single family homes can be developed By Right on 4 x 40,000sf lots with NO preserved open space <i>(after accounting for acreage used for access roads, utility easements, etc.);</i>	On a 5-acre parcel with no wetlands, 4 single family homes can be developed By Special Permit on 4 x 16,000sf lots with 2.5 acres preserved for open space; On a 5 acre parcel with no wetlands, 5 dwellings in townhomes can be developed By Special Permit on a 70,000sf lot with 2.5 acres preserved for open space;
Single Residence C (RS C)	On a 5-acre parcel with no wetlands, 8 single family homes can be developed By Right on 8 x 20,000sf lots with NO preserved open space <i>(after accounting for acreage used for access roads, utility easements, etc.);</i>	On a 5-acre parcel with no wetlands, 9 single family homes can be developed By Special Permit on 9 x 8,000sf lots with 2.5 acres preserved for open space; On a 5 acre parcel with no wetlands, 10 dwellings in townhomes can be developed By Special Permit on a 70,000sf lot with 2.5 acres preserved for open space;

EXAMPLES (Wetlands)	REGULAR RESIDENTIAL TRACT DEVELOPMENT	CLUSTER RESIDENTIAL DEVELOPMENT <i>(Including acreage used for access roads, utility easements, etc.);</i>
Single Residence A (RS A)	On a 5-acre parcel with 1 acre of wetlands, 8 single family homes can be developed By Right on 8 x 15,000sf lots each measuring with NO preserved open space <i>(after accounting for acreage used for access roads, utility easements, etc.);</i>	On a 5-acre parcel with 1 acre of wetlands, 12 single family homes can be developed By Special Permit on 12 x 6,000sf lots with 2.5 acres preserved for open space; On a 5 acre parcel with 1 acre of wetlands, 12 dwellings in townhomes can be developed By Special Permit on a 60,000sf lot with 2.5 acres preserved for open space;
Single Residence B (RS B)	On a 5-acre parcel with 1 acre of wetlands, 3 single family homes can be developed By Right on 3 x 40,000sf lots each measuring with NO preserved open space <i>(after accounting for acreage used for access roads, utility easements, etc.);</i>	On a 5-acre parcel with 1 acre of wetlands, 4 single family homes can be developed By Special Permit on 4 x 16,000sf lots with 2.5 acres preserved for open space; On a 5 acre parcel with 1 acre of wetlands, 5 dwellings in townhomes can be developed By Special Permit on a 70,000sf lot with 2.5 acres preserved for open space;
Single Residence C (RS C)	On a 5-acre parcel with 1 acre of wetlands, 6 single family homes can be developed By Right on 6 x 20,000sf lots each measuring with NO preserved open space <i>(after accounting for acreage used for access roads, utility easements, etc.);</i>	On a 5-acre parcel with 1 acre of wetlands, 9 single family homes can be developed By Special Permit on 9 x 8,000sf lots with 2.5 acres preserved for open space; On a 5 acre parcel with 1 acre of wetlands, 9 dwellings in townhomes can be developed By Special Permit on a 63,000sf lot with 2.5 acres preserved for open space;

FY18 MVP Action Grant Scope - Natick Low Impact Development Regulation Development and Zoning Bylaw Inclusion

Task Description		Deliverables	Deliverable Due Date	Invoice Due Date	Grant	Match	Total
Task 1:							
Sub-task 1.1 Municipal Working Group Meeting	Convene a Regulatory Reform working group.	Sign-in sheet, meeting agenda and notes, summary of planning performed to date	8/31/2018	9/30/2018	\$4,360.00	\$886.00	\$5,246.00
Sub-task 1.2 Regulatory Diagnostic	Perform a detailed review of the Stormwater Bylaw, Zoning Bylaw, and Subdivision Rules and Regulations.	Draft Existing Regulatory Framework Report	8/31/2018	9/30/2018	\$4,150.00	\$922.00	\$5,072.00
Sub-task 1.3 Proposed Framework	Present contents of draft report to the Working Group. Revise existing regulatory framework.	Final Report	9/30/2018	10/31/2018	\$3,880.00	\$612.00	\$4,492.00
Task 2:							
Sub-task 2.1 Stormwater Bylaw	Perform edits to the Stormwater Bylaw and submit to Conservation Commission and Working Group for review	Revised Stormwater Bylaw	12/31/2018	1/31/2019	\$8,085.00	\$2,075.00	\$10,160.00
Sub-task 2.2 Subdivision Rules and Regulations	Perform edits to the Subdivision Rules and Regulations and submit to the Planning Board and Working Group.	Revised Subdivision Rules and Regulations	3/31/2019	4/30/2019	\$10,350.00	\$2,220.00	\$12,570.00
Sub-task 2.3 Zoning Bylaw	Perform edits to the Zoning Bylaw and submit to the Planning Board,	Revised Zoning Bylaw	5/31/2019	6/30/2019	\$8,228.00	\$2,220.00	\$10,448.00
Sub-task 2.4 Bylaw Adoption	Attend and support all hearings associated with the adoption of	Pending Town Meeting schedule, adoption of updated language; Memo on	6/30/2019	6/30/2019	\$0.00	\$4,086.00	\$4,086.00

TOTAL PROJECT COST

\$39,053.00	\$13,021.00	\$52,074.00
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Patricia O'Neil <poneil@natickma.org>

BOS Agenda Items

1 message

James Errickson <jerrickson@natickma.org>

Wed, Jul 18, 2018 at 3:57 PM

To: Amy Mistrot <amistrot@natickma.org>, Melissa Malone <mmalone@natickma.org>

Cc: Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>, Victoria Parsons <vparsons@natickma.org>, Ted Fields <tfields@natickma.org>

Hi Amy/Melissa,

I'd like to add two agenda items to one of the next BOS meetings if possible. One item is a recent update on the Hazard Mitigation Plan and requires a fairly simple action of the BOS (shouldn't take too long unless there are questions from Board members). The second item I believe Sue may have mentioned to you for the next meeting and is in regards to the Natick Center Placemaking work being completed NCA and MAPC.

Some further details:

Item 1: Hazard Mitigation Update and Adoption

We received word recently that FEMA/MEMA approved our final Hazard Mitigation Plan, which the BOS voted to submit several months back (BM - Before Melissa). As a final action for this program, the BOS must formally vote to adopt the final document and vote on a resolution. Attached is the final document, the draft resolution, a cover memo, and past documents referenced in the cover memo.

Item 2: Natick Center Placemaking:

This is more of a general update from CED Staff and our partners on the Natick Center Placemaking effort. As you may recall, the Town applied for and received technical assistance through MAPC to conduct a Placemaking exercise for Natick Center. This update will outline what has happened to date and what is planned to happen moving forward. More complete background is provided in the attached cover memo and materials.

Please let me know if you have any questions!
Jamie

--

James Errickson
Director - Community & Economic Development
Town of Natick
508-647-6450

8 attachments



180521 Draft Submittal Support Letter.pdf
178K



180718 Adoption Memo.pdf
321K



Final Hazard Mitigation Plan.pdf
16065K



Project Status Report_BOS_02_2018 (2) (1) (1) (1).pdf
641K



180718 NC PlaceMaking CED Memo to BoS.pdf
299K



Natick Call - List of Recommendations_v3.pdf
220K



Natick_BoardofSelectmen_7.16.18.pdf
1019K



Advisory Group breakdown v16.pdf

27K

Town of Natick
Massachusetts 01760
Home of Champions



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

May 21, 2018

Sarah White
Hazard Mitigation Unit Supervisor
Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702

Re: Letter of Support for Natick's Hazard Mitigation Plan Update MEMA Draft Submittal

Dear Ms. White:

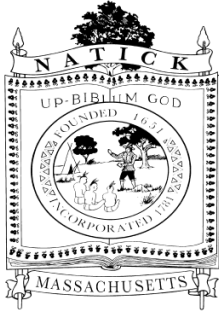
The Town of Natick recently completed their Hazard Mitigation planning and public comment period process in an effort to create a final Hazard Mitigation draft plan.

The Natick Board of Selectmen is pleased to support the Town's 2018 Hazard Mitigation Plan Update. The Board of Selectman approve of the final draft now being forwarded to the Massachusetts Emergency Management Agency (MEMA) for consideration.

Sincerely,

Natick Board of Selectmen

Amy K. Mistrot, Chairman



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

TO: Amy Mistrot, Chair, Board of Selectmen

FROM: Jamie Errickson, Director
Victoria Parsons, Conservation Agent/General Planner

DATE: July 31, 2018

RE: **Final Hazard Mitigation Plan Adoption**

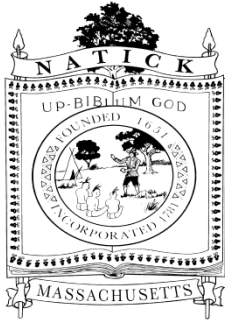
As you may recall, on February 26, 2018 CED Staff provided a brief update to the Board of Selectmen (BOS) regarding the progress made on the Town's Hazard Mitigation Plan Update (see attached memo from that time). Following that meeting, on May 21st Chairman Mistrot provided a Letter of Support to accompany the submission of Natick's Hazard Mitigation Final Plan Update to FEMA/MEMA (see attached letter). Earlier this month, Natick received confirmation that FEMA/MEMA completed their review of the plan and found it "approvable" pending local adoption by the BOS.

So, what does this mean? As required by the Hazard Mitigation Program, the Natick Board of Selectman must take the following actions:

- 1) Vote to adopt the 2018 Town of Natick Hazard Mitigation Plan (attached); and
- 2) Vote to endorse the attached resolution which confirms the Town of Natick created an updated Hazard Mitigation Plan that preserves the health, safety, and welfare of the citizens of Natick and their property, that it has been duly reviewed and is ready for adoption,

Once the necessary adoption and vote are taken, CED Staff will submit the signed materials to FEMA/MEMA for final review, after which FEMA will provide a formal "Letter of Approval". This approval letter will confirm Natick's eligibility to apply for various federal hazard mitigation funding.

Thank you for your time on this matter and please do not hesitate to contact me with any questions.



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

TO: Jonathan Freedman, Chair, Natick Board of Selectman

FROM: Victoria Parsons, Conservation Agent/General Planner

CC: Jamie Errickson, Director of Community and Economic Development
Files

DATE: February 20, 2018

RE: **Natick Hazard Mitigation Plan Process – Status Update February 2018**

Why hazard mitigation planning:

Disaster Mitigation Act of 2000, Interim Final Rule, 44 CFR Parts 201 and 206 states, “All communities must have an approved Multiple Hazards Mitigation Plan in order to qualify for future federal disaster mitigation grants”.

What we have accomplished:

Local Hazard Mitigation Committee Meeting #1 – January 5, 2017

- Data Collection
- Municipal Interviews
- Public Outreach – Workshop #1
- Plan Update revised layout: Transition from a regional plan to local , stand-alone plan while similar to a regional plan, it is more specific to Natick. The new layout should be consistent with MEMA/FEMA template:
 - Planning and Prevention
 - Property Protection
 - Natural Resource Protection
 - Structural Projects
 - Emergency Services, and
 - Public Education and Awareness

Community Survey – March 14, 2017 – August 5, 2017 (223 responses)

- Almost half (45%) of residents and business owners feel they are adequately prepared to deal with a natural hazard event;
- Most respondents are equally 'Concerned' with winter and wind-related hazards (both at 62%), followed by fire-related hazards (54%);
- 62% of respondents know for sure whether or not their property is located in/near a FEMA –designated floodplain;
- Just over 63% of respondents are interested in making their home, business or neighborhood more resilient, with 51% willing to spend their own money to do so; and
- The top four choices to reduce damage/destruction of natural hazards in Natick include:
 - Work to improve utility resilience: electric; communications; water/wastewater facilities (75%)
 - Retrofit public infrastructure, such as elevating roadways and improving drainage systems (61%)
 - Replace inadequate/vulnerable bridges and inform property owners of ways they can reduce the damage caused by natural events (both at 52%).

Public Workshop – June 15, 2017 (Conservation Commission)

- Overview of planning process and why we plan for hazards
- 2010 Plan Report Card...what has been completed/on-going/carry-over actions
- Hazard Index...top three hazards affecting Natick:
 - Heavy Rains/Flooding
 - Nor'easters/Snowstorms
 - Wind Events
- Map Exercise – identification of local knowledge
- Request to include 'Invasive Species' (Japanese Knotweed) as hazard affecting Natick
 - Erosion of stream/riverbanks, impacts to infrastructure

Local Hazard Mitigation Committee Meeting #2 – September 19, 2017

- Mission Statement/Consolidated Goals (from 8 to 4 more broad overarching goals):
 - Protect the public health, safety and welfare.
 - Reduce both public and private property damages caused by hazard impact.
 - Minimize social distress and economic losses/business disruption.
 - Provide an ongoing forum for the education and awareness of natural hazard mitigation issues, programs, policies, projects and resources.
- Mapping Update
 - Complete update of all mapping
 - Hazards
 - FEMA Flood Zones
 - Repetitive Loss Structures
 - Critical Facilities (consistent with Town's Emergency Management Plan)

- Vulnerability Analysis completed for Impacts of FEMA Flood Zones
 - Number/types of structures
 - Financial Impacts

Local Hazard Mitigation Committee Meeting #3 – December 19, 2017

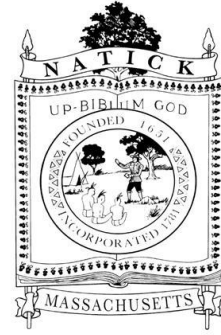
- Draft mitigation actions for consideration
- Prioritization of mitigation actions (abbreviated Benefit Cost Analysis – required by MEMA/FEMA)
 - Prioritized highlights include:
 - Public Education/Awareness
 - Develop/Distribute Natural Hazards Pamphlet
 - Prepare ‘After the Storm Recovery Plan’
 - Planning/Prevention
 - Implement Public Outreach Campaign for Residents/businesses located within dam inundation zones
 - Emergency Services
 - Develop/Publish/Coordinate Viable Evacuation Routes
- Capacity Analysis: majority of ‘On-Going’ actions from 2010 Plan transition to ‘Capability Assessment’ section of Plan Update (integration/consistency with existing plans, policies, and procedures):
 - Natick 2030+ Comprehensive Master Plan
 - Municipal Vulnerability Preparedness Working Group

Next Steps:

Public Comment Period – March 1 to 31, 2018

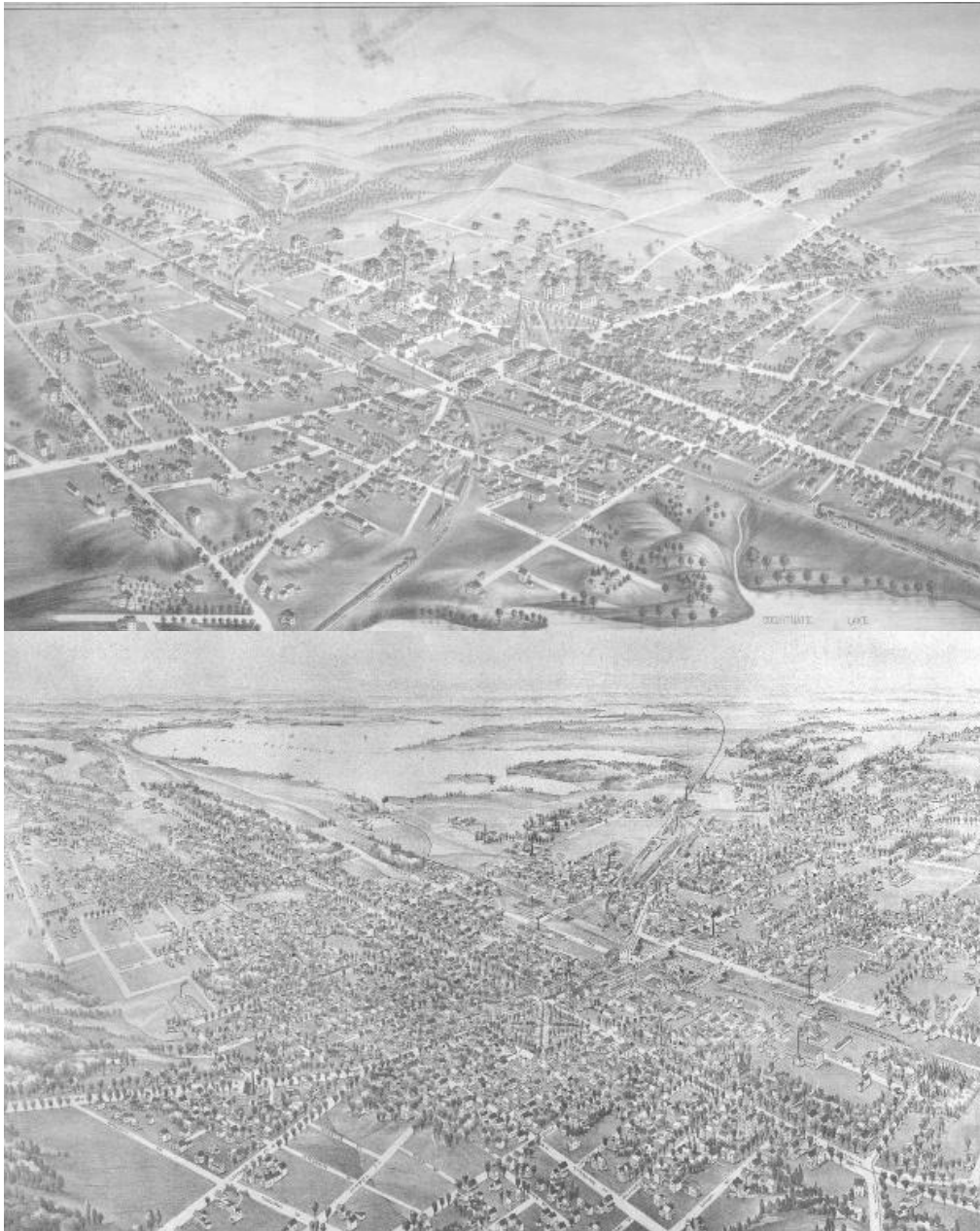
- Draft Plan Update available (on-line and hard copy) for public review and comment
- Draft Plan Update shared electronically with neighboring communities for review and comment
- Public Workshop #2 – March 8, 2018 (Sustainability Committee)...public to weigh-in on Mitigation Action Plan

Submission of Draft Plan Update to MEMA for review/comment – April 13, 2018



2018

Hazard Mitigation Plan Natick, Massachusetts



Town of Natick Hazard Mitigation Plan Natick, Massachusetts

Acknowledgements

Charlie Baker – *Governor*

Massachusetts Emergency Management Agency

Kurt Schwartz – *Director*

Members of the Natick Local Hazard Mitigation Committee

James Errickson, Director Community and Economic Development

Victoria Parsons, Conservation Agent/Planner

Jeremy Marsette, Director Public Works

Mark Coviello, Town Engineer (retired)

Bill McDowell, Town Engineer (current)

John Digiacomio, Assistant Town Engineer

James Hicks, Police Chief

Brian Lauzon, Police Lieutenant/Executive Officer

Richard White, Fire Chief

James White, Director Public Health

Craig Pereira, Consultant – Horsley Witten Group, Inc.

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

Natick's Hazard Mitigation Plan

WHEREAS, A Town Hazard Mitigation Plan preserves the health, safety, and welfare of the citizens of Natick and their property; and

WHEREAS, The 2018 Hazard Mitigation Plan is an update to the Hazard Mitigation Plan last adopted by the Board of Selectman on July 12 2010; and

WHEREAS, The Town of Natick Hazard Mitigation Planning Committee, and along with its contractor, the Horsley Witten Group composed the plan and held a series of advertised and noticed public meetings from October 2016 through early 2018 on drafting the plan update; and

WHEREAS, Adoption of this plan is a federal requirement for the Town to be eligible for federal hazard mitigation grants as a result of a disaster or major mitigation planning project; and

WHEREAS, FEMA Region 1 has completed its review of the 2018 Town of Natick Hazard Mitigation Plan and approved it subject to approval by the Board of Selectmen; and

WHEREAS, Board of Selectmen approval will allow the Town to meet its local hazard mitigation planning requirements pursuant to 44 C.F.R. Section 201 (the Disaster Mitigation Act),

NOW, THEREFORE, BE IT RESOLVED that the Board of Selectmen of the Town of Natick do hereby accept and approve the Town of Natick 2018 Hazard Mitigation Plan as presented and outlined by the Community and Economic Development Department.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the Town of Natick to be affixed on this _____.

Amy K. Mistrat, Chair

Susan G. Salamoff, Vice Chair

Michael J. Hickey, Jr., Clerk

Jonathan Freedman

Richard P. Jennett, Jr.

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Section 1 Introduction

1.1 Overview

Each year in the United States, disasters take the lives of hundreds of people and injure thousands more. Nationwide, taxpayers pay billions of dollars annually to help communities, organizations, businesses, and individuals recover from disasters. These monies only partially reflect the true cost of disasters, because additional expenses to insurance companies and nongovernmental organizations are not reimbursed by tax dollars. Many disasters are predictable, and much of the damage caused by these events can be alleviated or even eliminated.

Hazard mitigation is defined by the Federal Emergency Management Agency (FEMA) as “any sustained action taken to reduce or eliminate long-term risk to human life and property from a hazard event.” The results of a three-year, congressionally mandated independent study to assess future savings from mitigation activities provides evidence that mitigation activities are highly cost-effective. On average, each dollar spent on mitigation saves society an average of \$4 in avoided future losses in addition to saving lives and preventing injuries (National Institute of Building Science Multi-Hazard Mitigation Council 2005).

Natural hazard mitigation planning is the process of determining how to reduce or eliminate the loss of life and property damage resulting from natural hazards such as floods, earthquakes and hurricanes. Hazard mitigation means to permanently reduce or alleviate the losses of life, injuries and property resulting from natural hazards through long-term strategies. These long-term strategies include planning, policy changes, programs, projects and other activities.

This plan update was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 (Public Law 106-390) and the implementing regulations set forth by the Interim Final Rule published in the *Federal Register* on February 26, 2002 (44 CFR §201.6) and finalized on October 31, 2007 (hereafter, these requirements and regulations will be referred to collectively as the Disaster Mitigation Act). While the act emphasized the need for mitigation plans and more coordinated mitigation planning and implementation efforts, the regulations established the requirements that local hazard mitigation plans must meet in order for a local jurisdiction to be eligible for certain federal disaster assistance and hazard mitigation funding under the Robert T. Stafford Disaster Relief and Emergency Act (Public Law 93-288). Because the Town of Natick is subject to many kinds of hazards, access to these programs is vital.

Information in this plan update will be used to help guide and coordinate mitigation activities and decisions for local land use policy in the future. Proactive mitigation planning will help reduce the cost of disaster response and recovery to the community and its property owners by protecting critical community facilities, reducing liability exposure, and minimizing overall community impacts and disruption. The Town of Natick has been affected by hazards in the past and is thus committed to reducing future disaster impacts and maintaining eligibility for federal funding.

The Town of Natick's 2010 Plan was developed as part of a regional approach conducted by The Metropolitan Area Planning Council (MAPC). This 2018 plan update represents a local jurisdiction plan that will serve as a stand-alone document relative to just the Town of Natick (with references to the State Hazard Mitigation Plan for consistency). The Town received a FEMA grant under the Pre-Disaster Mitigation (PDM) Program to develop a local hazard mitigation plan update.

1.2 What Hazard Mitigation Can Do for the Town of Natick

A primary benefit of hazard mitigation is that preventative measures taken now can significantly reduce the cost of post-disaster cleanup tomorrow. In addition, mitigation actions conducted before hazards occur greatly reduces the impact and costs associated with the aftermath of a hazard event. By planning ahead, Natick will minimize the economic and social disruption that can result from floods, snowstorms, and hurricanes and other natural disasters.

The adoption and implementation of this plan update will assist Natick in remaining eligible to receive assistance from FEMA in both pre- and post-disaster assistance such as: FEMA's Community Rating System (CRS), FEMA's Pre-Disaster Mitigation Program (PDM), Flood Mitigation Assistance (FMA) Program, and FEMA's Post-Disaster Hazard Mitigation Grant Program (HMGP).

1.3 Natick's Mission Statement

The purpose of the Natick Hazard Mitigation Plan is to preserve and enhance the quality of life, property values, and resources by identifying all potential natural hazards in Natick and mitigating their effects to reduce the loss of life, as well as, losses of economic, historical, natural, and cultural resources.

1.4 Goals

The Natick Local Hazard Mitigation Committee (LHMC) met to evaluate the existing goals from the 2010 Plan and determined that more broad-brush goals applicable to the entire Town would be more appropriate. The new goals of the Natick Hazard Mitigation Plan are to:

1. Protect the public health, safety and welfare.
2. Reduce both public and private property damages caused by hazard impact.
3. Minimize social distress and economic losses/business disruption.
4. Provide an ongoing forum for the education and awareness of natural hazard mitigation issues, programs, policies, projects and resources.

1.5 Planning Process

A hazard mitigation plan should be considered a living document that must grow and adapt, keeping pace with a community's growth and change. The DMA of 2000 places high priority on the continuation of the planning process after the initial submittal, requiring communities to seek and receive re-approval from FEMA in order to remain eligible for assistance. The evaluation, revision and update process is also a means to create an institutional awareness and involvement in hazard mitigation as part of daily activities.

The Town of Natick, with the assistance of the Horsley Witten Group, Inc. (HW) developed this update/stand-alone Hazard Mitigation Plan. The Natick LHMC from the 2010 Plan was again, re-energized and re-organized to provide a broad spectrum of local knowledge and experience to complete this 2018 plan update.

Members of the Natick LHMC include:

- James Errickson, Director Community and Economic Development
- Victoria Parsons, Conservation Agent/Planner
- Jeremy Marsette, Director Public Works
- Mark Coviello, Town Engineer (retired)
- Bill McDowell, Town Engineer (current)
- John Digiacomo, Assistant Town Engineer
- James Hicks, Police Chief
- Brian Lauzon, Police Lieutenant/Executive Officer
- Richard White, Fire Chief
- James White, Director Public Health
- Craig Pereira, Consultant – Horsley Witten Group, Inc.

The Horsley Witten Group, Inc. conducted a series of meetings from October 2016 through early 2018 with the Natick LHMC, municipal officials, the community, and representatives of the MEMA. The public workshops were held in an open public forum and in accordance with M.A.G.L. c. 30A, Sections 18 - 25 in complying with the requirements of the Federal Disaster Mitigation Act of 2000 (DMA 2000).

A Kickoff Meeting was conducted with Massachusetts Emergency Management Agency (MEMA) personnel Sarah White – Hazard Mitigation grants Supervisor (via telephone), Sherry Leung - Lead Hazard Mitigation Contract Specialist and David Woodbury – Hazard Mitigation Grants Coordinator, the Natick LHMC, and Project Consultant on October 26, 2016 to review the hazard mitigation planning process and establish the grant reimbursement documents/schedule.

A project webpage was designed and hosted on the Town's municipal website to announce the project, inform and engage the community before, during and after plan development, and to serve as a repository of project documents, presentations, and summaries. A PDF of the Project webpage layout is included in Appendix B.

A series of Municipal Interviews (in-person, telephone and email correspondence) were conducted early in the update process for the development of the 2010 Plan Report Card (Table 1-1), identification of accomplishments since the 2010 Plan, and preliminary identification of mitigation measures for consideration in the plan update.

In-Person Interviews:

- James Errickson, Director Community and Economic Development
- Jeremy Marsette, Director Public Works
- Mark Coviello, Town Engineer
- James Hicks, Police Chief
- Brian Lauzon, Police Lieutenant/Executive Officer
- Richard White, Fire Chief

Table 1-1
2010 Plan Report Card (2018 Update), Natick, Massachusetts

<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
HIGH PRIORITY MITIGATION MEASURES							
Identify access to drainage system off Route 9 for survey, draining and cleaning of lines completely to prevent neighborhood flooding (2010 Plan Mitigation Action #1).	Dean Rd./Mercer Rd./Strathmore Rd.	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H	Ongoing. Relocate to Capacity section of Plan.
Conduct improvements (concrete repairs and tree removal) to Charles River Dam (2010 Plan Mitigation Action #2A).	Charles River Dam	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter, Earthquake	Public and Private property damage; Loss of life and infrastructure	Decreased potential for dam failure; Reduced liability for private property damage; Public safety	P	Ongoing. Relocate to Capacity section of Plan.
Develop Emergency Action Plan for Charles River Dam (2010 Plan Mitigation Action #2B).	Charles River Dam	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter, Earthquake	Public and Private property damage; Loss of life and infrastructure	Decreased potential for dam failure; Reduced liability for private property damage; Public safety	P	Completed. EAP updated in 2016.

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Develop Maintenance Program for Charles River Dam (2010 Plan Mitigation Action #2C).	Charles River Dam	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter, Earthquake	Public and Private property damage; Loss of life and infrastructure	Decreased potential for dam failure; Reduced liability for private property damage; Public safety	P	Not Completed, carry forward. Formal Operations and Maintenance plan to be developed.
Conduct improvements/ alterations to existing stone arch bridge over Charles River (2010 Plan mitigation Action #2D).	Charles River at Pleasant Street	Public	Flooding, Wind Storm, Earthquake	Public and Private property damage; Loss of life and infrastructure	Decreased identified drainage and pavement issues; Reduced liability for private property damage; Public safety	P	In Progress. Design plans completd in 2016, construction scheduled to start Spring 2017, and completed by fall 2017.
Upgrade older drainage pipes (2010 Plan Mitigation Action #3A).	Town-wide, although specifically West Natick	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage; Loss of life and infrastructure	Decreased identified drainage and pavement issues; Reduced liability for private property damage; Public safety	H	Ongoing. Relocate to Capacity section of Plan.

Table 1-1
2010 Plan Report Card (2018 Update), Natick, Massachusetts

<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
Develop Maintenance Program for older drainage infrastructure (2010 Plan Mitigation Action #3B).	Town-wide, although specifically West Natick	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage; Loss of life and infrastructure	Decreased identified drainage and pavement issues; Reduced liability for private property damage; Public safety	P	Not completed. Maintenance and work order system to be developed as part of new MS4 permit (effective July 2017).
Upgrade drainage system record keeping system (2010 Plan Mitigation Action #4).	Town-wide	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage; Loss of life and infrastructure	Decreased identified drainage and pavement issues; Reduced liability for private property damage; Public safety	P	Not completed. Consolidate with measure above...to be developed as part of new MS4 permit.
Conduct feasibility/engineering study to earthquake-proof municipally-owned buildings (2010 Plan Mitigation Action #5).	Johnson School, Coolidge Garden, Elliot School, Court House	Public	Earthquake	Economic/social hardship; Loss of life/property	Public safety; Minimize economic/social damage; Expedited evacuation	H and P	Not completed, carry forward.

Table 1-1
2010 Plan Report Card (2018 Update), Natick, Massachusetts

<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
MEASURES TO ENSURE COMPLIANCE WITH NFIP							
Acquire prioritized open space parcels for increased flood storage/protection (2010 Plan Mitigation Action #6A).	Land on Lower Pond (intersection of Speen St./Route 135), National Guard ammunition depot, Land along Charles River (South Natick).	Private	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	P	Ongoing, carry forward. Coordinate with 2012 Natick Open Space and Recreation Plan.
Develop Open Space Management Plan for increased flood storage/protection (2010 Plan Mitigation Action #6B).	Town-wide	Public and Private	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	P	Not completed. Consolidate with measure above.
Improve GIS capacity for wetlands mapping (2010 Plan Mitigation Action #7)	Town-wide	Public and Private	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H	Ongoing. Relocate to Capacity section of Plan.

Table 1-1
2010 Plan Report Card (2018 Update), Natick, Massachusetts

<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
Conduct Feasibility Study of Stormwater Utility for infrastructure upgrades and maintenance (201 Plan Mitigation Action #8).	Town-wide	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H	In Progress. Relocate to Capacity section of Plan.
Create a comprehensive response protocol for adverse weather events for all Town departments (2010 Plan Mitigation Action #9).	Town-wide	Public	All Hazards	Disjointed communication before, during and after events.	Improved coordination and response	H	Ongoing. Relocate to Capacity section of Plan.
MEDIUM PRIORITY MITIGATION MEASURES							
Investigate feasibility of Town-wide communication system, including UHF, radio, web, EOC, etc. (2010 Plan Mitigation Action #10).	Town-wide	Public	All Hazards	Disjointed communication before, during and after events.	Improved coordination and response	H	Completed. Town has Code Red System, social media, town website, and traditional media in place.

Table 1-1
2010 Plan Report Card (2018 Update), Natick, Massachusetts

<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
Replace culvert and discharge at railroad tracks at Highland Ave./Middle St. (2010 Plan Mitigation Action #11).	Highland Avenue/Middle Street	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H	In Progress. Capital Improvement funds approved to complete Drainage Master Plan.
Replace culvert and develop maintennce plan at Sunkaway Area at Route 9 (2010 Plan Mitigation Action #12).	Sunkaway Area at Route 9	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H	Not completed, carry forward. Coordinate with State DOT (under their purview).
Establish drainage criteria for the review of new developments/projects at Mechanic St. Industrial Park (2010 Plan Mitigation Action #13).	Mechanic Street Industrial Park	Private	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H	Completed. Done in 2015.

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<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
Establish additional mutual aid agreements for tanker truck use for increased fire-fighting capacity (2010 Plan Mitigation Action #14A).	Town-wide	Public and Private	Earthquake, Fire	Interrupted response; Private and Public property damage.	Accelerated response; Reduced liability for private property damage.	P	Completed. Mutual Aid Agreements in place with Framingham and Wellesley.
Purchase additional tanker truck for increased fire-fighting capacity (2010 Plan Mitigation Action #14B).	Town-wide	Public and Private	Earthquake, Fire	Interrupted response; Private and Public property damage.	Accelerated response; Reduced liability for private property damage.	P	Completed. Capacity is adequate.
Develop emergency backup hydrant drafting plan for increased fire-fighting capacity (2010 Plan Mitigation Action #14C).	Town-wide	Public and Private	Earthquake, Fire	Interrupted response; Private and Public property damage.	Accelerated response; Reduced liability for private property damage.	P	Completed. Department can draft from any surface water supply in an emergency.

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2010 Plan Report Card (2018 Update), Natick, Massachusetts

<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
Continue inter-municipal agreement with Framingham for the maintenance of Beaverdam Brook within Natick (2010 Plan Mitigation Action #15).	Beaverdam Brook (Burning Tree Road drainage area)	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	P	Ongoing. Relocate to Capacity section of Plan.
LOW PRIORITY MITIGATION MEASURES							
Continue maintenance of Windsor St. at DPW Yard culvert (2010 Plan Mitigation Action #16).	DPW Yard at Windsor Street	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	P	Ongoing. Relocate to Capacity section of Plan.
Conduct improvements to Jennings Pond Dam (2010 Plan Mitigation Action #17A).	Jennings Pond Dam	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter, Earthquake	Public and Private property damage; Loss of life and infrastructure	Decreased potential for dam failure; Reduced liability for private property damage; Public safety	P	Ongoing. Relocate to Capacity section of Plan.

Table 1-1
2010 Plan Report Card (2018 Update), Natick, Massachusetts

<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
Develop Maintenance Program for the Jennings Pond Dam (2010 Plan Mitigation Action #17B).	Jennings Pond Dam	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter, Earthquake	Public and Private property damage; Loss of life and infrastructure	Decreased potential for dam failure; Reduced liability for private property damage; Public safety	P	Not Completed, carry forward. Formal Operations and Maintenance plan to be developed.
Coordinate with Regional Emergency Planning Committee (REPC) to implement regional depot for emergency and operational equipment storage (2010 Plan Mitigation Action #18).	Town-wide	Public	All Hazards	Interrupted response; Private and Public property damage.	Improved coordination and response	P	Completed.

The Natick LHMC first met on January 5, 2017 to review the project scope and revised schedule, discuss project coordination, review proposed revisions to the plan update's mitigation measures layout (utilization of hazard mitigation categories) and identification of risks content (to include climate change), and to discuss the development of the press release for the first Public Workshop. A series of updated draft maps were presented for currency and comment by the LHMC.

The first Public Workshop was scheduled for March 14, 2017, but was cancelled due to inclement weather. A second Workshop was held March 30, 2017, however, no one from the general public showed up. And again, on May 25, 2017 a third Workshop was held, with no participation from the public. The Consultant and Conservation Agent proposed to host the Workshop one last time, in conjunction with a Conservation Commission meeting. This effort was successful with a presentation made before the Conservation Commission (June 15, 2017), as well as about ten members of the general public. The meeting was held at Natick Town Hall in the Selectmen's Chambers. Announcements were posted on the project webpage, and emailed to Natick Municipal Boards, Commissions and interested citizens, copies have been included in Appendix B. The presentation included an overview of the project, a review of the 2010 Risk Assessment Matrix Report Card, and preliminary revisions to the plan update (based on personal interviews with municipal officials, boards, and commissions). Participants were provided the opportunity to comment and also markup town-wide maps with specific issues at identified locations. The Workshop agenda, PowerPoint Presentation and Sign-In Sheet are included in Appendix B.

The Natick LHMC met for a second time on September 18, 2017 to review the revised project schedule, draft updated GIS mapping, Hazard Index, and begin the discussion on Preliminary Mitigation Actions for consideration. A complete set of meeting materials is included in Appendix B.

The Natick LHMC met for a third time on December 19, 2017 to conduct the Benefit Cost Analysis (BCA review). The Project Consultant reviewed the draft 2018 Mitigation Actions (Table 4-1) which identified those actions: Ongoing – initially addressed but requires ongoing maintenance/attention, therefore, carried forward from the 2010 plan; Not addressed/partially addressed - revised from the 2010 plan; and, New - completely new action items. The Natick LHMC completed the BCA review to prioritize/rank the action items, assigned time frames and responsible parties, and agreed on the proposed methodology/schedule for plan maintenance and plan update (based on FEMA requirements). A complete set of meeting materials is included in Appendix B. The Natick Board of Selectmen will adopt through resolution, the *Hazard Mitigation Plan Natick, Massachusetts* following 'Approved Pending Adoption' status from FEMA.

The second Public Workshop was scheduled for March 8, 2018, but was cancelled due to inclement weather causing a power outage downtown. The Consultant and Conservation Agent proposed to host the Workshop in conjunction with a Sustainability Committee meeting. This effort was successful with a presentation made before the Sustainability Committee (April 18, 2018), as well as several members of the general public. The meeting was held at Natick Town Hall in the 3rd Floor Training

Room. Announcements were posted on the Massachusetts Public Notices website, project webpage, and emailed to Natick Municipal Boards, Commissions and interested citizens, copies have been included in Appendix B. The presentation included a list of accomplishments to date, overview of preliminary mitigation actions, questions from the audience, and identification of next steps. The meeting notices, Workshop agenda, PowerPoint Presentation and Sign-In Sheet are included in Appendix B.

Online Survey

The survey link was opened and available beginning March 14, 2017 (in association with the first planned Public Workshop), and closed on August 15, 2017 and included a total of 223 responses. A brief summary of responses collected is included below. The full Survey Summary is included in Appendix B.

- Most residents/businesses have experienced winter, wind, fire and flood-related hazard events in the past 20 years;
- Almost half (45%) of residents and business owners feel they are adequately prepared to deal with a natural hazard event, with most getting their information from local news/social media (76) and/or personal experience (63%) with one or more natural hazards;
- Most respondents are equally 'Concerned' with winter and wind-related hazards (both at 62%), followed by fire-related hazards (54%);
- 62% of respondents know for sure whether or not their property is located in/near a FEMA –designated floodplain;
- Just over (63%) of respondents are interested in making their home, business or neighborhood more resilient, with 51% willing to spend their own money to do so; and
- The top four choices to reduce damage/destruction of natural hazards in Natick include:
 - Work to improve utility resilience: electric; communications; water/wastewater facilities (75%)
 - Retrofit public infrastructure, such as elevating roadways and improving drainage systems (61%)
 - Replace inadequate/vulnerable bridges and inform property owners of ways they can reduce the damage caused by natural events (both at 52%).

With this information, the project consultant prepared the draft Hazard Mitigation Plan update which was available for public comment from March 12, 2018 through April 6, 2018 (online, on the Town's website and hard copies available at the Town Hall (see Appendix C for Notice of Availability of draft) with no comments returned.

This plan update was also forwarded to the neighboring communities of: Framingham, Arthur Robert – Director of Community and Economic Development; Wayland, Sarkis Sarkisian – Town Planner; Weston, Imaikalani Aiu – Town Planner; Wellesley, Michael Zehner – Director of Planning; Dover, David Ramsay – Town Administrator; and, Sherborn, Gino Carlucci – Town Planner. All received notice of the draft Update availability of the Town of Natick's website, with no community returning any comments. The draft was submitted to the Natick Board of Selectmen for approval to

forward on up to MEMA, then forwarded to MEMA for consideration. It is the intention of the Natick LHMC that the Hazard Mitigation Plan update be an available and pertinent source of information to a wide variety of individuals and interests. The plan update also has a specific and pragmatic function. By identifying and prioritizing local mitigation needs, the plan update has already served, and will continue to serve, as a basis for amendments to local policies and regulations.

State authorities will incorporate information compiled in this document into the State Hazard Mitigation Plan, to strengthen the statewide knowledge and idea-base for mitigation planning. A well-prepared and locally adopted plan can demonstrate understanding and commitment, two important variables when vying for limited, high-demand resources.

1.6 Environmental Setting

The Town of Natick is a suburban industrial center located on the upper basin of the Charles and Concord Rivers with an extensive complex of ponds (Map 1-1 'Location Map', Appendix A). From the earliest Colonial days, the Town was a prime target for development having good agricultural land, fish runs and water power. Established in 1650, on the Charles River, Natick had the first and the largest Indian praying town in the colonies, one that became a model for all other attempts to inculcate European standards into Indians. John Eliot, the great missionary, secured a charter of 6,000 acres for the Indians and converted them to Christianity. Unfortunately, Natick's Indian population was forcibly resettled on Deer Island during the King Philip's war and essentially never returned.

In Colonial days, Natick was an agricultural community with some orchards and lumbering. Grist and saw mills were established and Indian ownership and control gave way to white dominance between 1676 and 1776. Local tradition claims that several loads of Natick men shipped out to the California gold rush in 1849 and 1850, returning with enough capital to start independent businesses in the town. The shoe industry dominated the community by the early 19th century, with the first shoe sole manufacturer established in 1827, and shoe shipped to the southern and western markets by 1830. The Town's products, including baseballs manufactured in Natick, were shipped to Boston on the Boston and Worcester Railroad. The Town saw rapid growth including an Irish, English, Nova Scotian, Italian and American immigrant population which came to take jobs in the shoe plants and by the 1880's, Natick was the third largest shoe production community in the country. In modern times, Natick has become an industrial Boston-oriented suburban community with heavy strip development along Route 9.

The Town is governed by a Board of Selectmen with a Town Administrator. The Town operates under the representative Town Meeting format.

1.7 History of Disaster Declarations

Since 1953, FEMA Region 1 (the New England States) has endured more than 150 federal emergency (EM) and major disaster declarations (DR), 28 of which impacted

Massachusetts. The following information (Table 1-2 below) gives an overview of the most significant past federal emergency and major disaster declarations for Massachusetts (and in particular Middlesex County, and including Natick):

Table 1-2 Significant Federal Emergency and Major Disaster Declarations, Middlesex County

ID Number	Type	Date
DR-751	Hurricane Gloria	September 1985
DR-790	Severe Storms/Flooding	April 1987
DR-914	Hurricane Bob	August 1991
DR-975	Winter Coastal Storm	December 1992
EM-3103	Blizzard/High Winds	March 1993
DR-1090	January Blizzard	January 1996
DR-1142	Severe Storm/Flooding	October 1996
DR-1224	Heavy Rain/Flooding	June 1998
EM-3153	Fire	December 1999
EM-3165	Snowstorm	March 2001
DR-1364	Severe Storms/Flooding	April 2001
EM-3175	Snowstorm	March 2003
EM-3191	Snow	January 2004
DR-1512	Flooding	April 2004
EM-3201	Snow	February 2005
EM-3252	Hurricane Katrina Evacuation	September 2005
DR-1614	Severe Storms/Flooding	May 2006
EM-3296	Sever Winter Storm	December 2008
DR-1813	Severe Winter Storm/Flooding	January 2009
DR-1895	Severe Storms/Flooding	March 2010
EM-3312	Water Main Break	May 2010
EM-3315	Hurricane Earl	September 2010
DR-1959	Severe Winter Storm/Flooding	March 2011
EM-3330	Hurricane Irene	August 2011
EM-3343	Severe Storm	November 2011
DR-4051	Severe Storm/Snowstorm	January 2012
EM-3350	Hurricane Sandy	October 2012
DR-4097	Hurricane Sandy	October 2012
DR-4110	Severe Winter Storm/Snow/Flooding	February 2013
DR-4214	Severe Winter Storm/Snow/Flooding	January 2015

Sources: 2013 State Hazard Mitigation Plan, Commonwealth of Massachusetts, NOAA National Climatic Data Center, www.ncdc.noaa.gov.

1.8 Recent Disaster Declarations

The communities of Middlesex County (including Natick) have experienced significant losses during several recent storms that have warranted FEMA to declare these storms as disasters. The following are descriptions of each of the recent storms (since the 2010 Plan) that have been declared as disasters by FEMA and which have affected the Town of Natick.

1.8.1 Hurricane Storm Irene – August 2011 (FEMA EM-3330)

Hurricane Irene formed east of the Caribbean Island of Dominica, part of the Lesser Antilles region, on the afternoon of August 20, 2011. Irene moved through the Caribbean and up the east coast of the United States making landfall twice. She first made landfall as a Category 1 Hurricane near Cape Lookout, North Carolina around 7:30 am on August 27th, then moved offshore again during the evening. She then made a 2nd landfall, again as a Category 1 Hurricane at 5:40 am on August 28th near Little Egg Inlet in New Jersey. She moved over New York City and then into southeastern New York State and Connecticut as a Tropical Storm a few hours later. By the end of the evening of the 28th, Irene was crossing the U.S./Canada border having produced significant amounts of rain, storm surge, inland and coastal flooding, and wind damage across southern New England and much of the east coast of the United States.

The collective effects of Tropical Storm Irene on August 28th, resulted in 1 fatality, 0 injuries, and \$127.3M in property damage in the following counties: Barnstable, Cumberland, Essex, Franklin, Hampden, Hampshire, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk, and Worcester (all in MA), Hartford, Tolland, and Windham (all in CT), Cheshire and Hillsborough (all in NH), and Providence, Kent, Washington, and Newport (all in RI).¹

1.8.2 Severe Winter Storm/Snow/Flooding – February 2013 (FEMA DR-4110)

An historic winter storm deposited tremendous amounts of snow over all of southern New England, mainly from the mid-afternoon on Friday, February 8 and lasting into the daylight hours of Saturday, February 9. What made this an amazing storm was the widespread coverage of heavy snowfall. Most locations received 2 to 2.5 feet of snow. A stationary band of even heavier snowfall persisted from southwest NH through central MA and on to the southwest across central and western CT. In those areas, reports averaged closer to 2.5 to 3 feet. Along the southeast MA coast, average amounts ranged from 1 to 2 feet. Only on Martha's Vineyard and Nantucket were snowfall totals less than 1 foot (6 to 12 inches). Isolated thunderstorms were common across the entire region during the height of the storm.

A low pressure system advancing from the Great Lakes region combined forces with a very moist low pressure system moving northeast from the Gulf Coast states. Explosive

¹ National Climatic Data Center, www.ncdc.noaa.gov

deepening took place Friday evening, February 8, as a low center moved from the North Carolina coast to south of Nantucket. Strong high pressure to the north of New England helped ensure that cold air remained in place over the area. Snowfall gained intensity during the afternoon, but during the night, 2 to 3 inch per hour amounts were common throughout the region. The band of heaviest snowfall, with 3 to 5 inches per hour for several hours, extended from southwest NH to central and western CT. The precipitation started as mainly snow, although a brief period of rain at the onset was common on the Islands. Snow ended in the morning in western and central MA, southwest NH, most of CT and RI, and in the early afternoon across eastern MA. It lingered during the whole afternoon over Cape Cod and Nantucket, aided by some ocean-effect bands of snowfall.

1.8.3 Severe Winter Storm/Snow/Flooding – January 2015 (FEMA DR-4214)

An historic winter storm brought heavy snow to southern New England with blizzard conditions to much of Rhode Island and Massachusetts, beginning during the day on Monday, January 26, 2015 and lasting into the early morning hours of Tuesday, January 27th. The highest snowfall totals, averaging two to three feet, extended from extreme northeast Connecticut and northwest Rhode Island into much of central and northeast Massachusetts, including greater Boston. Much of southeast Massachusetts and the rest of Rhode Island received one to two feet of snow. Totals dropped off dramatically west of the Connecticut River Valley where totals of 4 to 8 inches were observed.

The storm was well-forecast, with Blizzard Watches and Winter Storm Watches issued 2 days before the snow began. Low pressure tracked northeast from the Carolinas and strengthened rapidly as it slowly passed southeast of Nantucket on Monday evening, January 26. All of the precipitation fell as snow with this storm. At its peak, snowfall rates of 2 to 3 inches per hour were common.

Daily snowfall records were set for January 27th in Boston (22.1 inches, previous record 8.8 inches in 2011), Worcester (31.9 inches, previous record 11.0 inches in 2011), and Providence (16.0 inches, previous record 6.7 inches in 2011). In Providence, the total of 19.1 inches was the fourth highest on record (dating back to 1904), while in Boston the total of 24.6 inches was the sixth highest on record (dating back to 1872).

The Blizzard of January 2015 produced very strong winds late Monday into Tuesday near the Massachusetts and Rhode Island coasts where gusts of 50 to 65 mph were common.

Section 2 Risk Assessment

2.1 Introduction

Identifying potential hazards is the first step in any effort to reduce community vulnerability. The subsequent identification of the risk and vulnerability for a community are the primary factors in determining how best to allocate finite resources to address what mitigation might take place. The FEMA document titled Plan Review Guide, dated October 1, 2011 was used in developing this strategy plan as a basic template to identify the various natural hazard types. The hazard identification and analysis involves all of those hazards that potentially threaten the Town of Natick.

By collecting and analyzing information for each potential hazard that may affect Natick, several determinations have been made:

- Which hazards merit special attention
- What actions might be taken to reduce the impact(s) of those hazards
- What resources are likely to be needed

2.2 Hazard Identification

The Natick LHMC evaluated each of the hazard types that may affect Natick, with the addition of Climate Change (new to this 2018 Plan update), and similarly to those identified in the 2010 Plan. For the purposes of the 2018 plan update, and for consistency with the State Hazard Mitigation Plan, the Natick LHMC decided to organize natural hazards into the following categories and listed in order of frequency and impact, beginning at the top of the list with the most frequently occurring natural hazards:

- Flood-Related Hazards
- Winter-Related Hazards
- Wind-Related Hazards
- Geologic-Related Hazards
- Drought/Extreme Heat-Related Hazards
- Urban Fire/Wildfire-Related Hazards
- Invasive Species-Related Hazards

The Horsley Witten Group, Inc. created new updated Town-wide Geographical Information Systems (GIS) mapping with Location Map (Map 1-1), Flood Hazard Areas Map (Map 2-1), Earthquakes/Landslides Map (Map 2-2), Hurricanes/Tornadoes Map (Map 2-3), Average Annual Snowfall Map (Map 2-4) and Critical Facilities separated into quadrants for readability (Maps 2-5.1 through 2-5.4, and Table A-1 Critical Facilities - Natick). Mapping for Invasive Species was not completed due to the extent and variability in growth patterns, typically found along streams and riverbanks at varying degrees, and in particular, along roadsides, periodically wet depressions and construction sites.

2.3 Hazard Profiles: Location, History and Probability of Future Occurrence

In assessing the hazards to a community, both the risk and the vulnerability must be taken into account. A hazard is the actual event that poses the danger to the community, (e.g. the hurricane, tornado, earthquake, etc. that threatens the Town). The term “risk” refers to the predicted impact that a hazard would have on people, services, specific facilities and structures in the community. The term “vulnerability” refers to the characteristics of the society or environment affected by the event that resulted in the costs from damages (Heinz Center Report, 1999, p. 105). The vulnerability of an area refers to its susceptibility to a hazard. The areas of the town affected by extreme natural events are identified by the hazard risk assessment. In determining the risk and vulnerability of the town, the likelihood, frequency and magnitude of damage from identified hazards are assessed.

In developing an updated Risk Assessment, the Natick LHMC defined the risks that the Town could face and followed up with an assessment of the vulnerability of the at-risk areas, and the implications of experiencing natural disasters (e.g., loss of life, damage to the natural environment, property damage, and economic losses). Risk assessment is the determination of the likelihood of adverse impacts associated with specific natural hazards, and vulnerability assessment is concerned with the qualitative or quantitative examination of the exposure of some societal component (i.e. economy, environment). The result of this process was the preparation of a Risk Assessment Matrix (Table 2.1 Risk Assessment Matrix 2018 Update) that lists the vulnerable areas and the primary effects from an event on these areas. The matrix was then used to establish mitigation benefits and develop mitigation strategies (Section 4).

Hazard Index

The Natick LHMC evaluated each of the flood, winter, wind, fire and geologic-related hazards and collectively determined the likelihood of occurrence, locations affected, and potential impacts of each. This information was used to establish a Hazard Index (HI) value (HI=1 being lowest impact and HI=10 being highest impact) for each of the types of natural hazards and is presented in Table 2-2. The highest hazard index values were assigned to those natural hazards that were deemed to have the highest level of impact to the community. These hazards include flood-related hazards such as inland/urban flooding/heavy rain (HI=7), winter-related hazards such as snow/nor’easter/blizzards (HI=7), and wind-related hazards such as high winds (HI=6).

The Hazard Index for this 2018 plan update utilizes language used in the FEMA State and Local Mitigation Planning How-to-Guide Series for frequency and severity categorization:

Criteria for Frequency Categorization:

Very low frequency: events that occur less frequently than once in 1,000 years (less than 0.1% per year).

<i>Low frequency:</i>	events that occur from once in 100 years to once in 1,000 years (0.1% to 1% per year).
<i>Medium frequency:</i>	events that occur from once in 10 years to once in 100 years (1% to 10% per year).
<i>High frequency:</i>	events that occur more frequently than once in 10 years (greater than 10% per year).

The criteria used for severity categorization, based on past hazard events includes:

Criteria for Severity Categorization (based on past hazard events):

<i>Minor:</i>	Limited and scattered property damage; no damage to public infrastructure; contained geographic area; essential services not interrupted; no injuries or fatalities.
<i>Serious:</i>	Scattered major property damage; some minor infrastructure damage; wider geographic area; essential services are briefly interrupted; some injuries/fatalities.
<i>Extensive:</i>	Consistent major property damage; major damage to public infrastructure; essential services are interrupted for several hours to several days; many injuries and fatalities.
<i>Catastrophic:</i>	Property and public infrastructure destroyed; essential services stopped; thousands of injuries and fatalities.

Table 2-1
2018 Risk Assessment Matrix Update, Natick, Massachusetts

<i>Ranking</i>	<i>Vulnerable Area</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problems/Effects</i>	<i>Mitigation Benefits</i>	<i>Risk H-Historical P- Potential</i>
1	Local Roads Subject to Flooding	Town-wide	Public and Private	Riverine/Flash Flooding; Heavy Rain/Inland and Urban Flooding; ; Blizzards/Heavy Snow/Nor'Easters; Hurricanes; Earthquakes	Disruption of arterial traffic flow; Disruption of evacuation routes; Damage to private property; Costs of cleanup	Public safety; Maintain evacuation routes; Reduce liability for damage to private property; Decrease costs of cleanup	H and P
2	Dams	Charles River Dam/Jennings Pond Dam	Public	Hurricane, Flood	Property damage downstream, Economic hardship	Reduced property damage, Minimized economic impacts	P
3	Municipally-owned structures	Town-wide	Public	Earthquakes	Economic and social hardship; Loss of life/property	Public safety; Prevent/minimize economic and social damage; Safe evacuations	H
4	Emergency Response	Town-wide	Public and Private	All Hazards	Economic and social hardship; Loss of life/property; Cost of cleanup	Public safety; Prevent/minimize economic and social damage	H and P
5	Wetlands/Resource Areas	Town-wide	Public and Private	Riverine/Flash Flooding; Heavy Rain/Inland and Urban Flooding; Dam Failure; Invasive Species	Damage to public/private property; Loss of resource habitat, erosion, flooding; Costs of cleanup	Maintain resource areas; Reduce liability for damage to private property; Decrease costs of cleanup	P

Table 2-2 Hazard Index Natick, Massachusetts

Natural Hazard	Frequency (i.e. Very Low, Low, Medium, High)	Location (i.e. small/local, medium/regional, large/multiple communities)	Severity (i.e. minor, serious, extensive, catastrophic)	Hazrd Index (i.e. ranked by combining frequency and severity; 10 - high, 1 - low)
Flood-Related Hazards				
- Riverine/Flash Flooding	Low	Medium/Regional	Serious	3
- Inland/Urban Flooding/Heavy Rain	High	Medium/Regional	Extensive	7
- Climate Change	Medium	Medium/Regional	Serious	5
- Dam Failures	Very Low	Small/Local	Extensive	4
Winter-Related Hazards				
- Blizzards/Snow/Nor' easter	High	Large/Multiple	Extensive	7
- Ice	Low	Medium/Regional	Serious	3
- Extreme Cold	Low	Large/Multiple	Serious	3
Wind-Related Hazards				
- Hurricanes	Medium	Large/Multiple	Extensive	5
- Tornadoes*/High Winds	High	Medium/Regional	Serious	6
- Lightning/Thunderstorms	High	Local	Minor	5
- Hail	High	Local	Minor	5
Geologic-Related Hazards				
- Earthquakes	Very Low	Medium/Regional	Catastrophic	5
Drought				
- Drought	Low	Medium/Regional	Minor	3
Urban Fire/Wildfire				
- Urban Fire/Wildfire	Low	Small/Local	Minor	3
Invasive Species				
- Japanese Knotweed	Low	Small/Local	Minor	1

* Tornadoes not a major issue for Natick

For the purposes of this 2018 plan update, based on the Hazard Index, the Natick LHMC determined that the Town is most at risk to the following hazards (and has advanced the assessment of the vulnerability of the at-risk areas, and the implications of experiencing these natural disasters):

- ✓ Riverine/Flash Flooding
- ✓ Heavy Rain/Inland and Urban Flooding
- ✓ Climate Change
- ✓ Dam Failure
- ✓ Blizzards/Heavy Snow/Winter Weather/Nor'easters
- ✓ Ice Storms
- ✓ Extreme Cold
- ✓ Hurricanes
- ✓ Tornadoes/High Winds
- ✓ Lightning/Thunderstorms
- ✓ Hail
- ✓ Earthquakes
- ✓ Drought
- ✓ Urban Fire/Wildfires
- ✓ Invasive Species

The Natick LHMC formed the consensus that: flood-related hazards such as flooding/heavy rain; winter-related hazards such as snow/nor'easters; and, wind-related hazards such as strong winds/hurricanes, are the major causes of risk to the community.

It should be noted that the above hazards are not a complete listing of hazards that may impact Natick. The Natick LHMC agreed that this listing accurately represents those hazards that impact the Town most frequently and have the potential to cause fatalities, injuries, property and infrastructure damage, agricultural loss, damage to the environment, interruption of business, or other types of harm of loss. The following hazards will not be addressed in this 2018 plan update:

- Sea Level Rise
- Avalanche
- Expansive Soils
- Land Subsidence
- Landslides
- Volcanoes
- Tsunamis
- Extreme Heat

These hazards were considered and discussed during LHMC meetings, where it was determined these hazards would not be considered for the following reasons:

- Lack of frequency in which they occur;
- The minimal probability of their occurrence; and/or
- The lack of resources to devote any amount of time to further research the likelihood or potential occurrence or impact.

The hazard-specific tables that follow after each section represent the various significant natural hazard events that have occurred in and around the Town of Natick, utilizing National Oceanic and Atmospheric Administration's (NOAA) National Climatic Data Center (<http://www.ncdc.noaa.gov/>). All events are county wide (Middlesex), unless otherwise noted.

2.3.1 Flood-Related Hazards

Flooding is the accumulation of water within a water body and the overflow of excess water onto adjacent floodplain lands (FEMA, Multi Hazard Identification and Risk Assessment, 1997). The floodplain is the land adjoining the river/stream channel, ocean or other watercourse or water body that is susceptible to flooding.

Flooding results from: large-scale weather systems generating prolonged rainfall; on-shore winds; locally intense thunderstorms; dam failures; or significant snow melt. Floods are capable of undermining buildings and bridges, eroding shorelines and stream banks, uprooting trees, washing out access roads, and causing loss of life and injuries. Also, flash floods (characterized by rapid onset and high velocity waters) carry large amounts of debris that further exacerbate conditions.

Under the NFIP, FEMA is required to develop flood risk data for use in both insurance rating and floodplain management. FEMA develops this data through Flood Insurance Studies (FIS). Detailed analyses are used to generate flood risk data only for developed or developing areas of communities. For undeveloped areas FEMA uses approximate analyses to generate flood risk data. Flood hazard areas are identified in the FEMA FIRMs. Flood hazard areas are divided into zones (V, X, AO, etc.) depending on the severity and type of flood threat. These zones are those areas subject to inundation (shallow or deep) by a flood (and/or velocity wave action) that has a 1 percent chance of occurring during any given year.

Floodplains in Natick include 'AE' and 'X' Zones, Map 2-1 'Flood Hazard Areas' (Appendix A). 'AE' Zones are areas that would be inundated by the 100-year flood. The 100-year flood is a regulatory standard used by federal agencies and most states to administer floodplain management programs and is also used by the NFIP as the basis for insurance requirements nationwide. 'X' Zones are areas that would be inundated by the 500-year flood.

Table 2-3 below represents the various significant flood-related hazard events that have occurred in and around the Town of Natick over time, utilizing NOAA's National Climatic Data Center (<http://www.ncdc.noaa.gov/>). All events are county wide (Middlesex County), unless otherwise noted.

Table 2-3 Significant Flood-Related Events, Middlesex County

Hazard Type	Date	Level/Description	Damages
Riverine Flooding			
	9/8/1996		
	10/15/2005	\$125 K	
	5/13/2006	\$5 million	
	8/15/2015	\$50 K	Route 9 flooded; MBTA tracks flooded; first floor Coolidge Gardens (Cottage St.) flooded; area around Natick Mall flooded
	9/30/2015		MBTA tracks flooded
Flash Flooding			
	7/6/2005		\$20 K, Lanes on Route 9/Route 126 closed
Heavy Rain/Inland and Urban Flooding			
	7/13/1996		
	9/18/1996		
	10/20/1996		
	11/1/1997		
	1/23/1998	2.58"	
	2/18/1998		
	2/23/1998	2"+	
	3/8/1998		
	5/9/1998		
	6/13/1998		\$13 million

Source: NOAA National Climatic Data Center, www.ncdc.noaa.gov.

Data current through February 2018.

Riverine/Flash Flooding

Riverine or inland flooding often occurs after heavy rain, particularly in areas of the state with high water tables. These areas are also particularly susceptible to flash flooding caused by rapid runoff occurring after heavy precipitation events, and in combination with spring snowmelt. Frozen ground conditions can also contribute to low rainfall infiltration and high runoff events that sometimes result in river flooding.

Flood magnitude increases with increasing recurrence interval. The Town of Natick can be uniformly affected by riverine flooding events, dependent upon the location (amount of impervious surfaces within the area), existing/incoming weather conditions, and time of year (frozen ground conditions exacerbate flooding). Based on the low frequency and serious severity of riverine and flash flooding events (two significant events in total) which caused numerous business and infrastructure closures since the last plan update, as reported by the National Climatic Data Center and indicated in Table 2-3, the Town is considered at low risk for future riverine/flash flooding events.

Heavy Rain/Inland and Urban Flooding

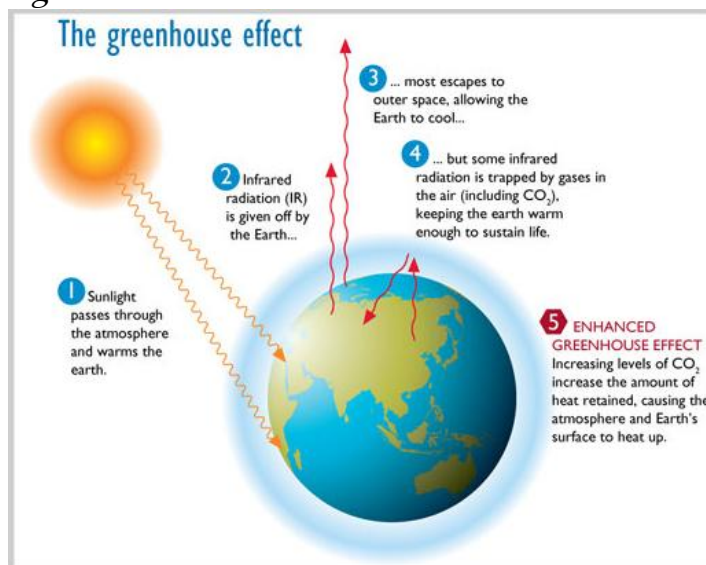
Heavy rains that cause inland and urban flooding are often exacerbated by stormwater-related issues. Thunderstorms, winter storms, coastal storms and nor'easters, and hurricanes all contribute to interior flood related hazards due to the large amounts of precipitation associated with them. Development often compounds the magnitude and frequency of urban flooding by increasing impervious surfaces, also increasing the rate of drainage collection, reducing the carrying capacity of the land, and often overwhelming sewer system infrastructure. The primary cause of inland/urban flooding in Natick remains the numerous inadequately-sized and unmaintained culverts located throughout low-lying elevations. Based on the static frequency, yet extensive severity of heavy rain and inland/urban flooding events since the last Plan update, as reported by the National Climatic Data Center and indicated in Table 2-3, the Town is considered at medium-high risk for future heavy rain/inland and urban flooding events.

Climate Change

The EPA indicates there is recent, strong evidence that most of the warming of the Earth's surface temperature over the past 50 years is a direct result of human behavior (Figure 2-1).

Human activities have been contributing to natural background levels of greenhouse gases since the Industrial Revolution. The primary source of emissions is the burning of fossil fuels for energy. Although increases in the atmosphere's heat-trapping ability can be predicted, resulting impacts on climate are more uncertain. By 2100, Massachusetts could see a temperature increase by about 4 degrees F (with a range of 1-8 degrees F) in the winter and spring and by about 5 degrees F (with a range of 2-10 degrees F) in the summer and fall.

Figure 2-1 Greenhouse Effect



Increased temperatures and frequency of heat waves could also impact the number of heat-related illnesses and deaths in Massachusetts. The same high temperatures could also result in an increase in ground-level ozone (a major component of smog). Ground-

level ozone facilitates respiratory illnesses such as asthma and respiratory inflammation, as well as reducing general lung functioning. The very same warming and climate increases could also expand the habitat and infectivity of disease-carrying insects, increasing the potential for malaria, Eastern Equine Encephalitis and Lyme Disease. Based on the projected frequency and severity of impacts for climate change, the Town is considered at medium risk for future climate change impacts/events.

Dam Failure

A dam is any artificial barrier with the ability to impound water, wastewater, or any liquid-borne material for the purpose of storage or water control. Dam failure can be a catastrophic type of failure characterized by the sudden, immediate, and uncontrolled release of impounded water, or the likelihood of such an uncontrolled release with secondary impacts to downstream structures within the inundation zone.

There are three inventoried dams located within the Town of Natick, two are owned by the Town (Charles River Dam at South Natick and Jennings Pond Dam) and the third is owned by the Commonwealth of Massachusetts – Department of Conservation and Recreation (Fiske Pond Dam), Table 2-4. Inventoried dams are classified by the hazard, which relates to the probable consequences of failure or mis-operation of the dam; it does not relate to the current condition or the likelihood of failure of the dam.

The Charles River Dam at South Natick is a 15-foot earthen embankment dam with a concrete spillway and is listed in fair condition. It is owned by the Town and is listed as a ‘High Hazard’ (dam where failure or mis-operation will result in a probable loss of human life) and was last inspected in October 2016. Since it is classified as a high-hazard structure, Massachusetts General Law Chapter 21, Section 65 requires an Emergency Action Plan (EAP) be developed and approved by MA Department of Conservation and recreation (MA DCR). GZA last updated the EAP in 2016, however, an Operations and Maintenance Plan is still required for this dam.

Jennings Pond Dam is a 5-foot earthen embankment dam constructed around 1900. It has an eighteen million gallon impoundment, is classified as a ‘Low Hazard’ (a dam where failure or mis-operation results in no probable loss of human life and low economic losses), and is also owned by the Town.

Fiske Pond Dam is owned by the MA DCR and is classified as a ‘Low Hazard’ structure. No further information is available for this dam.

Table 2-4 Inventoried Dams in Natick, MA

Name	MADDEM #	Body of Water (Impoundment)	Ownership	Hazard
<i>Dams</i>				
Charles River Dam at South Natick	00341	Charles River	Town of Natick	High
Jennings Pond Dam	02958	Jennings Pond	Town of Natick	Low
Fiske Pond Dam	01114	Fiske Pond	Commonwealth of MA/DCR	Low

Source: National Inventory of Dams

Should there be a dam breach at any of the identified structures, the immediate areas surrounding the structure, as well as properties located downstream (within the inundation zone) of the structure are most vulnerable.

Flood Hazard Areas

FEMA Flood Zones

Inland flooding caused by major rainstorms combined with stormwater related issues and increasing development and impervious surfaces has been determined as one of the highest risk of natural disaster to the community. HW performed a Vulnerability Analysis that considered those areas in Town impacted by the various flood zones according to land use type, critical facilities, and critical infrastructure. A full Economic Analysis of the impacts based on FEMA's flood zones follows later in this section (Tables 2-15 and 2-16).

AE/100-Year Flood Zone

The AE zone or 100-year flood zone (has a 1% chance of flooding occurring each year) is a regulatory standard used by federal agencies and most states to administer floodplain management programs and is also used by the NFIP as the basis for insurance requirements nationwide. Below is a breakdown of the number of parcels (by land use type), critical facilities, and critical infrastructure susceptible to inundation in the AE/100-Year Flood Zone:

Parcels affected: (2,148 Parcels Total)

- Residential: 1,975
- Residential Vacant: 15
- Residential Marginal/Unusable: 35
- Commercial: 23
- Commercial Marginal/Unusable: 6
- Industrial: 3
- Industrial Marginal/Unusable: 1
- State: 24
- Other (Cemetery/Religious/Charitable/Vote of Town/Tax Sale): 66

Critical Facilities affected:

- Evergreen Public Water Well
- Morse's Pond Public Water Well
- Cochituate State Park (portions)
- The Next Generations Children's Center
- Mini Miracles Children's Center
- Paula Kelly (Daycare)
- Zdorovie Adult Day Health Center
- Little Flippers (Recreation)
- Courtyard by Marriott (portions)
- Course Pond Pump Station
- Moore St. Pump Station
- Dug Pond Pump Station
- DPW/Rink Pump Station
- Dug Pond
- Charles River Dam

Critical Infrastructure affected:

- South Lincoln St.
- Water St.
- Pleasant St.
- Eliot St.
- Clover Terrace
- West Central St.
- Mill St.
- Bunker Lane
- Strathmore Road
- Mercer Rd.
- Oak St.

X/500-Year Flood Zone

The X zone or 500-year flood zone is a flood that has a 0.2% chance of occurring each year. Below is a breakdown of the number of parcels (by land use type), critical facilities, and critical infrastructure impacted by the X flood zone:

Parcels affected: (947 Parcels Total)

- Residential: 674
- Residential Vacant: 16
- Residential Marginal/Unusable: 57
- Commercial: 65
- Commercial Vacant: 2
- Commercial Marginal/Unusable: 7
- Industrial: 4
- Industrial Marginal/Unusable: 3

- Federal: 1
- State: 72
- Other (Cemetery/Religious/Charitable/Vote of Town/Tax Sale): 46

Critical Facilities affected:

- Pine Oaks Public Water Well
- Pheasant Hollow Pump Station
- 4M Pump Station
- Chabad Center (Synagogue)

Critical Infrastructure affected (intermittent sections of listed roadways):

- Brook St.
- Leach Lane
- Alger St.
- Water St.
- Cottage St.
- Woodland St.
- Sundance Way
- Moccasin Path
- Colburn St.
- Edgewood Ave.
- Tournament Rd.
- Burningtree Rd.
- Lacosta Drive
- Boden Lane
- Tamarack Rd.
- Pumpkin Pine Rd.
- H.F. Brown Way
- Newfield Drive
- West St.
- Oak St.

Since the 2010 Plan, there have been two significant flood-related events impacting Natick by way of riverine floods (two events/50k in damages)

Property at Risk from Flood-Related Hazards in Natick

Almost all flooding problems in Natick occur where development occurs near flood plains or low lying areas. The majority of the flooding represents nuisance flooding and should not be considered catastrophic or a threat to public health, welfare or safety. However, this nuisance flooding poses significant financial hardship to individual property owners.

Most of Natick consists of low elevation terrain, usually less than 200 feet above mean sea level. Elevations range from a high of 410 feet at Pegan Hill down to 135 feet along the

Charles River and Lake Cochituate. Water bodies and wetland areas cover approximately 13.5% of the Town's total area. A nearly continuous chain of lakes and ponds run from north to south across Natick and include Lake Cochituate, Fisk Pond, Dug Pond, and the Indian Brook drainage. These water bodies continue through the Charles River corridor along the southern border of Natick. The northeast corner of town is dominated by the low-lying Sunkaway and Nonesuch Ponds. The Sunkaway wetland crosses and frequently floods Route 9 and at one time was subject to continual sinking despite filling and shoring in the Sunkaway area. Many smaller low-lying areas are scattered throughout town.

Low-lying Zone A areas are those lands identified on the Flood Insurance Rate Map (FIRM) for Natick (updated November 2014) that are subject to 100-year flood risks. Narrow bands of Zone A flood plain areas are associated with Lake Cochituate, Fisk Pond, Dug Pond, Nonesuch Pond and Morses Pond. Other Zone A areas include bands along the Charles River, Indian Brook, Bogle Brook (Jennings Pond area), and Snake Brook. A Zone A area borders Davis Brook from Rockland Street to the Charles River and there is a large Zone A area located along the Natick-Sherborn boundary between Indian Brook, West Street, Windsor Avenue, Sylvester Road, and Cochituate State Park.

Critical Facilities

Critical facilities are those public or private facilities that possess added value to the community and deserve additional consideration when determining mitigation strategies to protect these resources from natural hazard risks.

A list of critical facilities provided by the Town was reviewed and approved with modifications by the Natick LHMC. 173 critical facilities have been identified and are presented in Maps 2.5.1 – 2.5.4 Critical Facilities. A number of the Town's critical facilities are located in high hazard areas, including five pump stations, DPW Headquarters, the Evergreen Public Water Well, Cochituate State Park (portions), and the Next Generations Children's Center. Floodplains in Natick include 'AE' and 'X' Zones, Maps 2-5.1 through 2-5.4 'Critical Facilities' (Appendix A).

Locally Identified Areas of Flooding

Information of flood hazard areas was obtained from discussions with Town Officials. These areas do not necessarily coincide with the flood zones identified on the FIRMs, however, are areas that flood due to inadequate drainage systems or other local conditions rather than location in a flood zone. The majority of localized flooding problems are due to pipes, outfalls and other drainage structures needing cleaning, maintenance or upgrading. Many of the drainage pipes in the older sections of Natick, particularly West Natick, are at least 50 years old and need to be replaced.

The Town has a program to clean catch basins every three years, but the pipes are a different story. Upgrades to older drainage pipes are typically completed in conjunction with the 5-Year Roadway Improvements Plan, however, the Town is in need of more equipment, funding and manpower in order to keep up. The development of a drainage infrastructure maintenance program, in addition to a drainage system record-keeping system, are both anticipated as part of the new Municipal Separate Storm Sewer System

(MS4) permit effective July 2018, and will address some of the flooding concerns. The Town also plans to conduct a feasibility study of a Stormwater Utility for infrastructure upgrades and maintenance in order to provide a reliable, long-term source of funding for both the upgrading of drainage infrastructure and to increase preventative stormwater practices and education. The funding for this was approved at Town Meeting and will commence after the MS4 permit takes effect. It is also important to note that the Town continues to experience multiple large (50-year) storms that have dropped a considerable amount of water in a short period of time.

Dean, Mercer, and Strathmore Roads Area

- Flooding Cause: Reduced access due to high standing water level. Older pipes partially cleaned by Mass Mosquito. Periodic cleaning is required after significant storm events.

Windsor Street at DPW Yard

- Flooding Cause: Culvert requires periodic cleaning and maintenance to ensure proper flow.

Highland Avenue/Middle Street

- Flooding Cause: Culvert is undersized and also includes issues where it discharges at railroad tracks. The Town has approved funds (Capital Improvement Plan) to complete a Drainage Master Plan for this area, which will serve as final design and construction project.

Sunkaway Area

- Flooding Cause: Culvert is undersized compounded by excessive silt buildup which reduces/backups flow. Mass Mosquito/MassDOT purview.

Lincoln/Water/River/Cohns/Cape Streets Area

- Flooding Cause: Area floods when the Charles River is elevated.

Burning Tree Road/Beaverdam Brook

- Flooding Cause: Periodic cleaning and maintenance is required (via agreement with Town of Framingham) to maintain drainage conditions.

Oak Street/Rathbun Road

- Flooding Cause: Area floods periodically when the wetlands are high.

Cottage Street/Pine Ridge Road

- Flooding Cause: Elevated water table in this area inhibits adequate drainage at times.

Route 9 (Overpass 27)

- Flooding Cause: Elevated water table in this area inhibits adequate drainage at times. State-owned, currently under reconstruction.

Probability of Future Occurrence of Flood-Related Hazards in Natick

As new development and urbanization continues, with the increase of impervious surfaces increasing the rate of drainage collection and reducing the carrying capacity of the land, it is likely interior flooding and stormwater runoff events will also increase on a more frequent basis with even lower storm events. Until the Town permanently addresses the number of streets and properties subject to repetitive flooding identified above, the Town will continue to address these areas as needed in the short-term. The presence of the system of ponds and Charles River with existing development directly adjacent to its banks, the continuing increase in frequency and severity of events and compounded by stormwater collection deficiencies in inland areas, the Town will continue to be at medium-high risk for extensive damages at a medium/regional level for flood-related events (Table 2-2 *Hazard Index*).

2.3.2 Winter-Related Hazards

Winter weather events can include heavy snows, ice, and extreme cold and can affect the entire Town of Natick. Heavy snow can bring the community to a standstill by inhibiting mobility (transportation networks, pedestrian travel), knocking down trees and utility lines, and cause structural collapses in older buildings. Ice buildup can down utility lines and communication towers. The impacts of both events can cause indirect issues such as freezing/rupturing pipes from lack of heat, while also changing the ground's frost level, creating problems for underground infrastructure.

Table 2-5 below represents the various significant winter-related hazard events that have occurred in and around the Town of Natick over time, utilizing NOAA's National Climatic Data Center (<http://www.ncdc.noaa.gov/>). All events are county wide (Middlesex County), unless otherwise noted.

Table 2-5 Significant Winter-Related Events, Middlesex County

Hazard Type	Date	Level/Description	Damages
Snow			
	1/2/1996		
	1/7/1996		\$1.4 million
	2/16/1996	6 to 8"	Transportation disrupted
	3/2/1996		
	3/7/1996	7 to 18"	
	4/7/1996	6 to 8"	Scattered power outages
	4/9/1996		
	12/6/1996	3 to 6"	
	3/31/1997		
	4/1/1997		
	1/15/1998	8"	
	1/14/1999	6 to 9"	
	2/25/1999		
	3/6/1999	6 to 9"	
	3/15/1999		

Hazard Type	Date	Level/Description	Damages
<i>Snow</i>			
	1/13/2000	3 to 6"	
	1/25/2000	12 to 15"	
	2/18/2000	6"	
	1/20/2001		
	2/5/2001	1 to 2'	
	3/5/2001	1 to 2'	
	3/9/2001	4 to 8"	
	12/8/2001	6 to 9"	
	1/25/2002	4 to 7"	
	3/10/2004	6"	
	2/24/2005	4"	
	12/13/2007		
	12/16/2007		
	1/14/2008		\$28 K
	2/22/2008		
	12/19/2008	8 to 10"	
	12/20/2008	5 to 12"	\$8 K
	12/31/2008	4 to 7"	
	1/11/2009	6"	
	1/18/2009	7"	
	3/2/2009	7 to 12"	
	12/20/2009	7 to 12"	
	1/18/2010	6"	
	2/16/2010	3 to 8"	\$15 K; downed wires
	1/26/2011	8 to 10"	
	12/29/2012	2 to 9"	
	2/8/2013	18 to 22"	
	3/7/2013	10 to 17"	
	3/18/2013	6 to 12"	
	12/14/2013	4 to 10"	
	12/17/2013	5 to 8"	
	1/2/2014	6 to 16"	
	1/21/2014	10 to 12"	
	2/5/2014	10 to 13"	
	2/13/2014	3 to 12"	
	2/2/2015	7 to 17"	
	2/8/2015	9 to 17"	
	2/14/2015	14 to 17"	3 fatalities (indirect)
	2/5/2016	6 to 9"	\$5 K; power outages
<i>Winter Storm</i>			
	2/25/2002		\$15 K

Hazard Type	Date	Level/Description	Damages
	1/3/2003		
	2/17/2003	15"	
	12/5/2003	14"	
	12/26/2004	8"	Power outages
	1/5/2005	4 to 8"	
	1/22/2005		
	3/1/2005	8"	
	2/12/2006		downed trees/wires
	2/14/2007	1 to 7"	
	3/16/2007	8"	
	12/26/2010	10 to 20"	downed trees/wires
	1/12/2011	12 to 24"	\$50 K
	1/21/2011	5 to 8"	
	2/1/2011	9 to 12"	\$183.5 K
	2/29/2012	6 to 8"	
	3/1/2012	6 to 8"	
Blizzards			
	2/18/2013	1 to 2'	
	1/26/2015	1 to 2'	
Extreme Cold/Wind Chill			
	2/16/2015	30 degrees below 0	
Winter Weather			
	3/3/1996		
	1/31/1997		
	12/14/1997	< .5"	
	12/22/1998		Impaired driving
	2/25/2001		Impaired driving
	12/4/2005		\$100 K; Impaired driving
	10/29/2011	2 to 5"	\$5 K; Power outages
	1/21/2012	2 to 4"	
	11/7/2012	2 to 5"	
	2/17/2013	2 to 4"	
	2/21/2015	2 to 3"	
Winter Weather			
	2/8/2016	3 to 6"	
	3/21/2016	2 to 6"	
	4/3/2016	3 to 4"	
	4/4/2016	4 to 5"	

Source: NOAA National Climatic Data Center, www.ncdc.noaa.gov.
Data is current through February 2018.

Snow/Blizzards/Winter Storms/Nor'easters

Winter storms often include natural hazards such as extreme winds, coastal erosion and flooding. Utility and power lines can break from the weight of snow or ice coupled with strong winds. This could put residents at risk of losing heat, electricity, and water (if using well water). Snow melting poses problems as well such as road flooding in low lying areas. The Town has experienced heavy snow and winter storms which have become more frequent over the past several years.

Heavy snow affects the entire State, but the highest amounts typically occur in the northern and northwestern areas of the State. Usually, the impact and vulnerability of winter weather is measured in terms of the financial costs associated with preparing for, responding to, and recovering from the event. The Town uniformly continues to experience heavy snow and winter storms with greater frequency and severity, as reported by the National Climatic Data Center and indicated in Table 2-5. The Town is considered at high risk for heavy snow/blizzards/winter storms/nor'easters.

Extreme Cold

Extreme cold events often accompany winter storms, may be left in their wake, or occur without any associated storm activity, and can lead to hypothermia and frostbite. Extreme cold temperatures vary dependent on the normal climate of the region however, Natick can expect to be uniformly affected. For Massachusetts, extreme cold typically means temperatures below zero degrees Fahrenheit. Extreme cold can adversely affect people - some more than others, infants and residents 65 years of age or more are especially vulnerable. Based on the limited frequency and severity of extreme cold events over time, as reported by the National Climatic Data Center and indicated in Table 2-5, Natick is considered at low risk to extreme cold.

Since the 2010 plan, there have been 35 significant winter-related events impacting Natick/Middlesex County by way of snow (sixteen events/\$5k in damages/3 indirect fatalities), winter storms (six events/\$233.5k in damages), blizzards (two events), Extreme cold (one event) and winter weather (10 events/\$5k in damages).

Property at Risk from Winter-Related Hazards in Natick

New England experiences winter storms in more extreme ways than most of the rest of the country. The Town of Natick receives between 36 inches to 48 inches of snow per year (Map 2-4 Average Annual Snowfall Map, Appendix A). The most dangerous hazard associated with winter storms, as it concerns Natick, is the possibility of citizens losing power due to downed trees and utility lines (loss of heat, electricity and water). Other minor hazards include flooding during snow melt and treacherous roadways due to ice (medium frequency) and snow.

Probability of Future Occurrence of Winter-Related Events in Natick

According to past history and climatic conditions, and the inability to predict extreme snow and temperature (very low frequency) events, the Town will continue to be at high risk for serious/extensive damages at a large/multiple community level winter-related events (Table 2-2 *Hazard Index*).

2.3.3 Wind-Related Hazards

Wind is the movement of air caused by a difference in pressure from one place to another. Local wind systems are created by the immediate geographic features in a given area, such as mountains, valleys, or large bodies of water. Wind effects can include blowing debris, interruptions in elevated power and communications utilities, and intensification of the effects of other hazards related to winter weather and severe storms.

Massachusetts is susceptible to high wind from several types of weather events: before and after frontal systems, hurricanes and tropical storms, severe thunderstorms and tornadoes, and Nor'easters. Sometimes, wind gusts of only 40 to 45 mph can cause scattered power outages from trees and wires being downed.² Based on historical tornado and hurricane data, FEMA has produced a map that depicts maximum wind speeds for design of safe rooms. The Commonwealth is located within Wind Zone II, with speeds up to 180 mph. The entire Commonwealth is also located within the hurricane-susceptible region. Massachusetts wind events can produce damage often associated with thunderstorms or tornadoes.

Table 2-6 below represents the various significant wind-related hazard events that have occurred in and around the Town of Natick over time, utilizing NOAA's National Climatic Data Center (<http://www.ncdc.noaa.gov/>). All events are county wide (Middlesex County), unless otherwise noted.

Table 2-6 Significant Wind-Related Events, Middlesex County

Hazard Type	Date	Level/Description	Damages
<i>Hurricanes</i>			
	8/28/2011		\$1.2 Million (Irene)
	10/29/2012		(Sandy)
<i>Tornadoes</i>			
	10/24/1955	F1	\$2.5 K
	6/19/1957	F1	\$25 K
	7/11/1958	F2	\$250 K
	8/25/1958	F2	\$2.5 K
	7/3/1961	F0	\$25 K
	7/18/1963	F1	\$25 K
	8/28/1965	F2	\$250 K
	7/11/1970	F1	\$25 K
	10/3/1970	F3	\$250 K
	7/1/1971	F1	\$25 K
	11/7/1971	F1	\$.25 K
	7/21/1972	F2	\$2. 5 Million
	9/29/1974	F3	\$250 K

² 2013 State Hazard Mitigation Plan, Commonwealth of Massachusetts.

Hazard Type	Date	Level/Description	Damages
	7/18/1983	F0	\$.25 K
	9/27/1985	F1	\$.25 K
	8/7/1986	F1	\$250 K
<i>Strong Winds</i>			
	12/6/1996		
	12/24/1996		
	3/6/1997	50 Kts	Trees/wires downed; power outages
	3/31/1997		Power outages
	4/1/1997		Power outages
	4/19/1997		
	8/21/1997		\$.09 K
	11/1/1997		\$3.12 K
	11/27/1997		\$.22 K; Power outages
	12/2/1997		
	12/14/1997		
	12/29/1997		\$.31 K
	2/18/1998		
	2/24/1998		\$1.25 K
	3/9/1998		
	3/21/1998		
	3/26/1998		
	4/9/1998		
	5/9/1998		
	10/1/1998		Trees/wires downed
	11/11/1998		
	11/26/1998		
	12/1/1998		
	12/30/1998		
	1/18/1999		
	1/24/1999		
	2/2/1999		
	3/4/2018		
	3/22/2000		
	9/16/1999		
	10/14/1999		
	11/2/1999		
	12/11/1999		
	1/16/2000		
	3/28/2000		
	5/18/2000		
	6/6/2000		

Hazard Type	Date	Level/Description	Damages
	12/12/2000		
	2/17/2001		
	4/16/2003	50 Kts	\$50 K
	12/9/2005	50 Kts	\$10 K
	4/29/2010	39 Kts	\$25 K
	10/15/2010	40 Kts	\$10 K
	11/17/2010	40 Kts	\$5 K
	9/18/2012	45 Kts	\$50 K
	1/20/2013	40 Kts	\$15 K
	3/7/2013	40 Kts	\$25 K
	11/24/2013	41 Kts	\$5 K
	11/27/2013	40 Kts	\$1 K
	3/26/2014	40 Kts	\$5 K
	4/15/2014	40 Kts	\$15 K
	4/24/2014	40 Kts	\$5 K
	1/5/2015	40 Kts	\$2 K
	12/15/2015	43 Kts	\$3 K
	1/19/2016	40 Kts	\$5 K
	5/15/2016	40 Kts	\$10 K
	5/6/2016	40 Kts	\$.5 K
<i>Lightning/Thunderstorms</i>			
	7/27/1957		
	9/8/1957		
	8/7/1958		
	8/22/1960		
	7/2/1961		
	4/20/1963	57 Kts	
	7/10/1968		
	6/21/1971		
	6/4/1972	50 Kts	
	6/9/1973		
	3/21/1976		
	8/3/1980		
	6/22/1981		
	7/13/1981	52 Kts	
	7/19/1982		
	7/21/1983		
	8/27/1983		
	8/8/1986		
	5/31/1987		
	6/16/1988	55 Kts	
	6/22/1988	50 Kts	

Hazard Type	Date	Level/Description	Damages
	7/11/1988	53 Kts	
	7/28/1988	50 Kts	
	6/2/1989	60 Kts	
	7/7/1989	60 Kts	
	7/10/1989	60 Kts	
	7/30/1989	60 Kts	
	5/17/1991	70 Kts	
	6/11/1991	50 Kts	
	6/12/1991		
	7/21/1991		
	8/18/1991	60 Kts	
	8/28/1994		
	8/5/2005	50 Kts	\$15 K
	7/28/2006	50 Kts	\$10 K
	7/28/2007	50 Kts	
	6/6/2010	50 Kts	\$50K
	7/29/2013	50 Kts	\$5 K
	8/15/2015	50 Kts	\$75 K
	2/25/2016	50 Kts	\$20 K
	7/22/2016	50 Kts	\$5 K
<i>High Winds</i>			
	1/19/1996		
	1/27/1996		
	10/8/1996	50 Kts	Power outages
	4/8/2000	50 Kts	Power outages
	2/17/2000	50 Kts	Power outages
	2/10/2001	50 Kts	Power outages; Downed trees
	7/1/2001		\$200 K; church steeple struck/ignited fire
	5/3/2002	50 Kts	\$5 K; Power outages
	10/15/2003	50 Kts	\$15 K; Power outages
	11/13/2003	50 Kts	\$50 K; Power outages
	11/5/2004	50 Kts	\$25 K
	12/23/2004	58 Kts	\$25 K
	3/8/2005	50 Kts	\$25 K; Power outages
	5/7/2005	50 Kts	\$10 K; Power outages
	5/24/2005	50 Kts	\$15 K
	5/25/2005	50 Kts	\$15 K; Power outages
	9/29/2005	58 Kts	\$30 K; Power outages; Trees/wires/poles downed
	10/16/2005	58 Kts	\$5 K

Hazard Type	Date	Level/Description	Damages
	10/25/2005	58 Kts	\$8 K
	12/9/2005	59 Kts	\$20 K
	11/18/2006	58 Kts	\$50 K
	1/21/2006	58 Kts	\$15 K
	2/17/2006	58 Kts	\$80 K
	10/29/2006	50 Kts	\$10 K
	2/10/2008	54 Kts	
	3/21/2008	50 Kts	
	12/31/2008	51 Kts	
	1/25/2010	50 Kts	\$15K
	2/25/2010	50 Kts	\$50 K
	2/25/2012	50 Kts	\$35 K;Downed trees
	6/22/2012		Home struck/ignited fire (Woodland St.)
	10/29/2012	54 Kts	\$100 K
	1/31/2013	56 Kts	\$60 K; Trees/Power lines downed
	11/1/2013	50 Kts	\$35 K
	10/22/2014	50 Kts	\$50 K; Trees/Power lines downed
	3/17/2015	50 Kts	\$25 K
	4/4/2015	35 Kts	\$22 K
	2/26/2016	50 Kts	\$10 K
	3/31/2016	50 Kts	\$20 K
Hail			
	6/22/1955	1.75" diameter	
	6/13/1956	1.0" diameter	
	5/15/1957	1.0" diameter	
	6/19/1957	1.75" diameter	
	7/5/1957	1.75" diameter	
	7/11/1958	0.15" diameter	
	6/6/1959	1.0" diameter	
	6/30/1961	1.0" diameter	
	7/18/1963	2.0" diameter	
	6/6/1966	1.5" diameter	
	8/9/1968	1.75" diameter	
	7/19/1982	0.75" diameter	
	6/22/1988	2.25" diameter	
	8/6/1989	0.75" diameter	
	5/7/2011	0.75" diameter	
	7/18/2012	0.75" diameter	
	8/15/2015	0.88" diameter	

Source: NOAA National Climatic Data Center, www.ncdc.noaa.gov.
Data is current through February 2018.

Hurricanes

Hurricanes are defined as a large circulating windstorm covering hundreds of miles that forms over warm ocean water. To be officially classified as a hurricane, the wind speeds must exceed 74 miles per hour. In the northern hemisphere winds circulate in a counter clockwise direction. A great dome of water as much as fifty miles in diameter (called the “storm surge”) is pushed ahead of the storm by its winds. In some coastal locations, this can result in tides 20 feet higher than usual. Occasionally, storm surge is responsible for damage to property and potential deaths.

The winds that accompany hurricanes have the potential to cause serious damage. Downed power lines leave residents without electricity, and can impede business for days. Fallen trees can damage buildings and block roadways. Unsecured building components including gutters, screened enclosures, roof coverings, shingles, car ports, porch coverings, overhangs, siding, decking, windows, walls, gables can be blown off structures and carried by the wind to cause damage in other places. Wind driven rain often causes water damage in roof and wall envelopes.

Measuring the Intensity of a Hurricane

Hurricane damages come from wind, rain, tornadoes, floods/storm surge, and the effects of very low air pressure. The Saffir-Simpson Hurricane Wind Scale (SSHWS) intensity category system was developed in the 1970’s to characterize a hurricane’s destructive potential by indicating wind speeds and range of damage, see Table 2-7 below. The SSHWS category system measures sustained wind speed, central pressure, storm surge height, and coastal damage potential within five intensity categories.

Table 2-7 Saffir-Simpson Hurricane Wind Scale

Scale No. (Category)	Wind (mph)	Potential Damage
1	74 - 95	Minimal: Damage is primarily to shrubbery and trees, mobile homes, and some signs. No real damage is done to structures.
2	96 – 110	Moderate: Some trees topple, some roof coverings are damaged, and major damage is done to mobile homes.
3	111 – 130	Extensive: large trees topple, some structural damage is done to roofs, mobile homes are destroyed, and structural damage is done to small homes and utility buildings.
4	131 – 155	Extreme: Extensive damage is done to roofs, windows and doors; roof systems on small buildings completely fail; and some curtain walls fail.
5	> 155	Catastrophic: Roof damage is considerable and widespread, window and door damage is severe, there are extensive glass failures, and entire buildings could fail.
Additional Classifications: Tropical Storm 39 – 73, Tropical Depression < 38		

Source: NOAA.

The National Weather Service (NWS) will issue a hurricane warning when sustained winds of 74 mph or higher are reached and expected within a coastal area within 24 hours. On average, there are approximately 10 named tropical storms along the east coast of the U.S. each year, six of which are likely to develop into hurricanes, with only two or three likely to reach category 3 on the SSHWS. The SSHWS has undergone a minor modification for 2012 in order to resolve awkwardness associated with conversions among the various units used for wind speed in advisory products. The change broadens the Category 4 wind speed range by one mile per hour (mph) at each end of the range, yielding a new range of 130-156 mph.

Tornadoes/High Winds

Tornadoes are violently rotating columns of air in contact with and extending between a cloud and the surface of the earth. Generally, winds in most tornadoes are 100 mph or less, but can exceed 250 mph in the most violent and least frequent tornadoes. Several conditions are required for the development of tornadoes and associated thunderstorm clouds, including abundant low level moisture to contribute to the development of a thunderstorm, along with a trigger/cold front to lift the moist air. Tornadoes usually form in areas where strong winds are turning in a clockwise direction and can be in the traditional funnel shape, or in a slender rope-like form. They typically begin in a supercell (severe thunderstorm), primarily in the month of May.

Measuring the Intensity of a Tornado

Typically, tornadoes are categorized by frequency values from historic data and area impacted based on the length and width of the damage path. Tornado damage severity is measured by the Fujita Tornado Scale, where wind speed is estimated from the amount of damage. As of February 1, 2007, the National Weather Service began rating tornadoes using the Enhanced Fujita-scale (Table 2-8). The Enhanced Fujita scale is more complicated than the original F-scale, allowing for more precise assessments of tornado severity.

Table 2-8 Enhanced Fujita Scale

Fujita Scale			Derived		Operational EF Scale	
F Number	Fastest ¼ mile (mph)	3-second gust (mph)	EF Number	3-second gust (mph)	EF Number	3-second gust (mph)
0	40 - 72	45 - 78	0	65 - 85	0	65 - 85
1	73 - 112	79 - 117	1	86 - 109	1	86 - 110
2	113 - 157	118 - 161	2	110 - 137	2	111 - 135
3	158 - 207	162 - 209	3	138 - 167	3	136 - 165
4	208 - 260	210 - 261	4	168 - 199	4	166 - 200
5	261 - 318	262 - 317	5	200 - 234	5	Over 200

Source: NOAA.

Lightning/Thunderstorms

Thunderstorms are formed when the right atmospheric conditions combine to provide moisture, lift, and warm unstable air that can rise rapidly. Thunderstorms occur any time of the day and in all months of the year, but are most common during summer afternoons and evenings and in conjunction with frontal boundaries. Thunderstorms affect a smaller area compared with winter storms or hurricanes, but they can be dangerous and destructive for a number of reasons. Storms can form in less than 30 minutes, giving very little warning; they have the potential to produce lightning, hail, tornadoes, powerful straight-line winds, and heavy rains that produce flash flooding.

All thunderstorms produce lightning, and therefore all thunderstorms are dangerous. Lightning often strikes outside of areas where it is raining, and may occur as far as 10 miles away from rainfall. It can strike from any part of the storm, and may even strike after the storm has seemed to pass. Hundreds of people across the nation are injured annually by lightning, most commonly when they are moving to a safe place but have waited too long to seek shelter. The Town of Natick can be uniformly affected by lightning and thunderstorms, dependent upon the time of day, existing/incoming weather conditions, and time of year.

Building construction, location, and nearby trees or other tall structures will have a large impact on how vulnerable an individual facility is to a lightning strike. A rough estimate of a structure's likelihood of being struck by lightning can be calculated using the structure's ground surface area, height, and striking distance between the downward-moving tip of the stepped leader (negatively charged channel jumping from cloud to earth) and the object. In general, buildings are more likely to be struck by lightning if they are located on high ground or if they have tall protrusions such as steeples or poles which the stepped leader can jump to. Electrical and communications utilities are also vulnerable to direct lightning strikes. Damage to these lines has the potential to cause power and communications outages for businesses, residencies, and critical facilities. Based on the frequency and severity of lightning/thunderstorm events over time, as reported by the National Climatic Data Center and indicated in Table 2-6, the risk of lightning/thunderstorms is considered moderate in Natick.

Hail

Hail is formed in towering cumulonimbus clouds (thunderheads) when strong updrafts carry water droplets to a height at which they freeze. Eventually, these ice particles become too heavy for the updraft to hold up, and they fall to the ground at speeds of up to 120 MPH. Hail falls along paths called swaths, which can vary from a few square acres to up to 10 miles wide and 100 miles long. The Town of Natick can be uniformly affected by hail, dependent upon the existing/incoming weather conditions, and time of year.

Structure vulnerability to hail is determined mainly by construction and exposure. Metal siding and roofing is better able to stand up to the damages of a hailstorm than many other materials, although it may also be damaged by denting. Exposed windows and vehicles are also susceptible to damage. Crops are extremely susceptible to hailstorm damage, as even the smallest hail stones can rip apart unsheltered vegetation. Based on the limited frequency and severity of hail events over time, as reported by the National

Climatic Data Center and indicated in Table 2-6, the risk of hail is considered moderate in Natick.

Since the 2010 plan, there have been thirty-three significant events by way of two hurricane events (\$1.2m in damages), fifteen strong wind events (\$141.5k in damages), four lightening/thunderstorm events (\$105k in damages), nine heavy wind events (\$357k in damages) and three hail events impacting Natick/Middlesex County, see Table 2-6 Wind-related Events.

Property at Risk from Wind-Related Events in Natick

Wind events are quite normal in New England and happen regularly each year. In the winter months, the Town of Natick is susceptible to high winds from nor'easters and winter storms (both high frequency). Spring and summer seasons usually bring a number of severe thunderstorms to the region (high frequency). During the late summer and fall seasons, the area is at risk from a hurricane or tropical event (medium frequency). The last hurricane to hit Natick, with limited damage (downed power lines/tress) was Hurricane Sandy in October of 2012 (Map 2-3 'Hurricanes/Tornadoes Map', Appendix A).

Probability of Future Occurrence of Wind-Related Hazards in Natick

As previously stated, wind events are quite normal in New England, as evidenced throughout the year. Given the increase in frequency and severity of high wind events realized over the last several years, the Town will continue to be at high risk for serious damages at a medium/regional level for wind-related events (Table 2-2 *Hazard Index*).

2.3.4 Geologic-Related Hazards

For this plan update, geologic-related events include earthquakes.

Earthquakes

An earthquake is the sudden release of strain energy in the Earth's crust, resulting in energy waves that radiate outward from the earthquake source. The point on the Earth's surface directly above the focus is called the earthquake epicenter. The severity of earthquake effects is dependent upon: magnitude of energy released; proximity to the epicenter; depth to the epicenter; duration; geologic characteristics; and, type of ground motion.

When earthquakes occur, much of the damage is a result of structures falling under the stress created by the ground movement. Another significant effect is damage to the public and private infrastructure (i.e. water service, communication lines, drainage system). Because earthquakes are highly localized it is difficult to assign regional boundaries that share the same relative degree of risk.

Measuring the Intensity of an Earthquake

An earthquake's severity can be expressed in terms of intensity and magnitude. Intensity is defined by the observed effects of ground shaking on people, buildings, and the natural environment, which varies dependent upon the location of the observer with respect to

the epicenter. Currently in the U.S., the Modified Mercalli (MMI) Intensity Scale is used to evaluate the effects of earthquakes – specifically, it describes how strongly an earthquake was felt at a particular location, Table 2-9 below. Magnitude is defined by the amount of seismic energy released at the hypocenter of the earthquake, based on the amplitude of the earthquake waves recorded on seismographs (using the Richter Magnitude Scale, Table 2-10). Another measure of the relative strength of an earthquake is the expanse of area the shaking is noticed.

Table 2-9 Modified Mercalli Intensity Scale

Mercalli Intensity	Description
I	Felt by very few people, barely noticeable.
II	Felt by few people, especially on upper floors.
III	Noticeable indoors, especially on upper floors, but may not be recognized as an earthquake.
IV	Felt by many indoors, few outdoors. May feel like passing truck.
V	Felt by almost everyone, people have trouble standing. Small objects move, trees and poles may shake.
VI	Felt by everyone, people have trouble standing. Heavy furniture can move, plaster can fall off walls. Chimneys may be slightly damaged.
VII	People have difficulty standing. Drivers feel cars shaking. Some furniture breaks. Loose bricks fall from buildings. Damage is slight to moderate in well-built buildings; considerable in poorly built buildings.
VIII	Buildings suffer slight damage if well-built; severe damage if poorly built. Some walls collapse.
IX	Considerable damage to specially built structures; buildings shift off their foundations. The ground cracks. Landslides may occur.
X	Most buildings and their foundations are destroyed. Some bridges are destroyed. Dams are seriously damaged. Large landslides occur. Water is thrown on the banks of canals, rivers, lakes. The ground cracks in large areas.
XI	Most buildings collapse. Some bridges are destroyed. Large cracks appear in the ground. Underground pipelines are destroyed.
XII	Almost everything is destroyed. Objects are thrown into the air. The ground moves in waves or ripples. Large amounts of rock may move.

Source: USGS, 2012.

Table 2-10 Richter Magnitude Scale

Richter Magnitude	Earthquake Effects
2.5 or less	Not felt or felt mildly near the epicenter, but can be recorded by seismographs
2.5 to 5.4	Often felt, but only causes minor damage
5.5 to 6.0	Slight damage to buildings and other structures
6.1 to 6.9	May cause a lot of damage in very populated areas
7.0 to 7.9	Major earthquake; serious damage
8.0 or greater	Great earthquake; can totally destroy communities near the epicenter

Source: USGS, 2012.

Since the 2010 plan, there have been no significant geologic-related events impacting Natick/Middlesex County.

Property at Risk from Geologic-Related Hazards in Natick

Because earthquakes have been detected all over New England, seismologists suspect that a strong earthquake could be centered anywhere in the region (Map 2-2).

Furthermore, the mapped geologic faults of New England currently do not provide any indications detailing specific locations where strong earthquakes are most likely to be centered.³

All structures in Natick are potentially vulnerable to seismic ground shaking. The most vulnerable are historic buildings constructed of unreinforced masonry. Other critical facilities or infrastructure at risk are unknown; their construction determines their ability to withstand seismic shaking. The Town has only experienced secondary effects from both regional events and longer-distance events emanating from the northeast in general. However since building codes do not require seismic proofing, the impact would be expected to be severe if an earthquake were to hit the Town of Natick.

Probability of Future Occurrence of Geologic-Related Hazards in Natick

The Commonwealth has a 2% chance that an earthquake with a peak horizontal acceleration of 50 km above magnitude will occur within the next 50 years. A 'G' is the average acceleration produced by gravity at the earth's surface (9.80665 meters per second squared). This measurement describes ground shake during earthquakes. New England is not considered to be a hot spot for earthquakes, especially when compared to the western United States. Given the historic pattern of earthquakes, or more specifically the secondary impacts of earthquakes felt across the region (which has been the historic pattern), the Town will continue to be at moderate risk for shaking and very light to light potential damage (Table 2-2 *Hazard Index*).

³ 2013 State Hazard Mitigation Plan, Commonwealth of Massachusetts.

2.3.5 Drought - Related Hazards

Drought is a temporary irregularity characterized by long durations of below normal precipitation. Drought occurs in virtually all climatic zones yet varies significantly from one region to another, due to its relationship to normal precipitation in that specific region. Drought can affect agriculture, water supply, aquatic ecology, wildlife, and plant life.

Drought can be defined or grouped by the following:

- Meteorological drought is a measure of departure of precipitation from normal, defined solely on the degree of dryness.
- Agricultural drought links various characteristics of meteorological (or hydrological) drought to agricultural impacts with a focus on precipitation shortages, differences between actual and potential evapo-transpiration, soil water deficits, reduced groundwater or reservoir levels, etc.
- Hydrological drought is associated with the effects of precipitation (including snowfall) shortfalls on surface or subsurface water supply and when water supplies are below normal.
- Socioeconomic drought is associated with the supply and demand of some economic goods with elements of meteorological, hydrological, and agricultural drought.

Based on past events and current criteria outlined in the Massachusetts Drought Management Plan, it appears that western Massachusetts may be more vulnerable than eastern Massachusetts to severe drought conditions.⁴ That being said, many factors, such as water supply sources, population, economic factors (i.e., agriculture based economy), and infrastructure, contribute to the severity and length of a drought event. The Town of Natick can expect to be uniformly affected by drought conditions. Table 2-11 below represents the significant drought-related hazard events that have occurred in and around the Town of Natick over time, utilizing NOAA's National Climatic Data Center (<http://www.ncdc.noaa.gov/>). All events are county wide (Middlesex County), unless otherwise noted.

Table 2-11 Significant Drought-Related Events, Middlesex County

Hazard Type	Date	Level/Description	Damages
<i>Drought</i>			
	4/12/2012	half the normal precipitation reported (4/12/12 - 5/15/12)	
	7/26/2016	half the normal precipitation reported (7/26/16 - 7/31/16)	

⁴ 2013 State Hazard Mitigation Plan, Commonwealth of Massachusetts.

	8/1/2016	half the normal precipitation reported (8/1/16 - 8/31/16)	
	9/1/2016	half the normal precipitation reported (9/1/16 - 9/30/16)	

Source: NOAA National Climatic Data Center, www.ncdc.noaa.gov.

Data is current through February 2018

Property at Risk from Drought-Related Hazards in Natick

Past drought events in Massachusetts have typically affected entire regions, and sometimes the entire state. Although western Massachusetts may be more vulnerable than eastern Massachusetts to severe drought conditions as previously stated, the entire Town is uniformly vulnerable to drought with varying impacts based on the degree of moisture deficiency, the duration, and the size and location of the affected area.

Probability of Future Occurrence of Drought-Related Hazards in Natick

Although Massachusetts is relatively small, it has a number of distinct regions that experience significantly different weather patterns and react differently to the amounts of precipitation they receive.⁵ Very few drought events have occurred in Middlesex County, with the most recent lasting several months in 2016. For this update, Natick is considered at low risk with minor expected damages at a medium/regional level for future drought-related events (Table 2-2 *Hazard Index*).

2.3.6 Urban Fire/Wildfire – Related Hazard

Urban fire or conflagration is a large destructive, sometimes uncontrollable, fire that spreads substantial destruction, typically as a result of other hazards, including storms, earthquakes, gas leaks, transportation accidents, hazardous material spills, criminal activity (arson), or terrorism.⁶ Alternatively, smaller-scale structural fires often result from everyday events such as cooking, smoking, equipment/appliance malfunctions, etc.

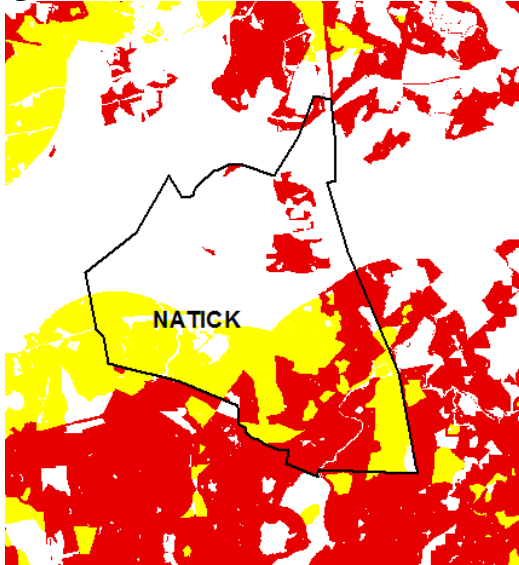
Wildfires are defined as any non-structure fire that occurs in the vegetative wildland, including grass, shrub, leaf litter/debris, and forested tree fuels. Most susceptible to the hazard are pitch pine, scrub oak, and oak forests – the most flammable vegetative fuels. Small wildfires are common throughout the State, especially when drought or near-drought conditions warrant, the potential for spreading wildfires is real. The State's Wildland Urban Interface (WUI) – the area where structures and human development meet and intermingle with undeveloped wildland, creates an environment in which fire can move readily between structural and vegetative fuels, mapped in yellow as shown below (Figure 2-2). The State's WUI includes the Intermix WUI – areas where housing

⁵ 2013 State Hazard Mitigation Plan, Commonwealth of Massachusetts

⁶ Ibid.

and vegetation intermingle⁷, mapped in red as shown below (Figure 2 - 2) as part of the State's Hazard Mitigation Plan. Interface areas identified in Natick include a horizontal band through the center of Town, while Intermix areas in Natick include a horizontal band across the southern portion of Natick.

Figure 2- 2 Massachusetts Wildland Urban Interface Zones



Source: 2013 State Hazard Mitigation Plan, Commonwealth of Massachusetts.

The impact and vulnerability to wildfire is influenced by a variety of factors, such as land cover conditions, weather and the effectiveness of land management techniques. Suburban neighborhoods located at the WUI are very vulnerable to wildfire. Individual buildings may be more or less vulnerable to damage from wildfire based on factors such as the clear distance around the structure, and the structure's construction materials.

A fire in any of these areas would quickly overwhelm local resources and could possibly threaten homes nearby. Since the 2010 plan, there has been no significant urban fire/wildfire-related event impacting Natick/Middlesex County.

Property at Risk from Urban Fire/Wildfire-Related Hazards in Natick

Although Natick is considered to be low risk for urban fire/wildfires, areas near the power lines running from West Central Street through the West Natick Industrial Park, the Town Forest and Coolidge Hill are most at risk (same locations of past minor wildfire events).

Probability of Future Occurrence of Urban Fire/Wildfire Hazards in Natick

Most urban fires are a result of negligent and/or intentional human behavior (arson, open flames, and cooking) and are preventable. Wildfire season in Massachusetts begins in late march and typically ends in early June, which also corresponds with the driest live fuel moisture periods of the year.

⁷ Radeloff, V.C., R.B. Hammer, S.I. Stewart, J.S. Fried, S.S. Holcomb, and J.F. McKeefry. 2005. The Wildland Urban Interface in the United States. *Ecological Applications* 15:799-805.

Very few urban fire/wildfire events have occurred in Natick. For this plan update, Natick is considered at low risk with minor expected damages at a small/local level for future urban fire/wildfire-related events (Table 2-2 *Hazard Index*).

2.3.7 Invasive Species-Related Hazards

Invasive species are non-native species that can impact the environment, the economy or human health. Typically, they have the potential to cause or contribute to the following:

- Habitat loss/degradation
- Loss of native fish, wildlife, and tree species
- Loss of recreational opportunities and income
- Crop damage/diseases in humans

For this plan update, one invasive species found in Natick of particular concern, Japanese Knotweed (*Fallopia japonica*), is discussed. Knotweed is a non-native invasive plant species that was introduced from Asia as an ornamental plant. It spreads vegetatively by rhizomes, as well as from fragments of root and stem material, dispersed by water, equipment or in fill. Knotweed has the ability to exclude or choke-out native species by way of limiting sunlight infiltration, altering nutrient cycles, or by releasing toxic/inhibiting chemicals. Knotweed can contribute to stream bank erosion and flooding.

Figure 2- 3 Fallopia japonica (Japanese Knotweed)



Source: <https://mnfi.anr.msu.edu/invasive-species/JapaneseKnotweedBCP.pdf>

Property at Risk from Japanese Knotweed (Invasive Species) in Natick

Knotweed's rhizomes and shoots can penetrate asphalt and cracks in concrete and finds conditions most advantageous on sites with natural or human disturbance such as stream and riverbanks, roadsides (infrastructure such as culverts and water crossings) and construction sites. It can be semi-shade tolerant, but prefers full sun and tolerates a wide variety of soil/moisture conditions.

Probability of Future Occurrence of Urban Fire/Wildfire Hazards in Natick

Eradication involves both chemical and mechanical methods, combined with ongoing monitoring. Due to limited staffing and diminished municipal budgets, limited controlled stands are typically often realized at best.

Because Knotweed is considered more of a nuisance hazard and not directly associated with any primary impacts of other weather-related hazards such as loss of life, limited evacuation, or property damage, Natick is considered at low risk with minor expected damages at a small/local level for future spread of invasive species (Table 2-2 *Hazard Index*).

2.4 Vulnerability

Vulnerability indicates what is likely to be damaged by the identified hazards and how severe that damage could be. After identifying types and areas of risk, a vulnerability analysis can help to determine the gaps in the community. This section examines the vulnerability of the built environment, such as structures, utilities, roads, and bridges, as well as social and environmental vulnerability. A vulnerability analysis also estimates the number of people exposed to hazards, including elderly populations and concentrated populations. This also includes such things as whether the shelter capacity is sufficient for the affected population, and whether businesses are likely to face temporary closure due to natural disasters. Historical damages are often good indicators for current exposure and potential damage.

A vulnerability chart was developed based on the identification and profile of the natural hazards that have occurred throughout Natick over time, as presented earlier in Section 2.3. Below, Table 2-12 Vulnerability Matrix 2018 plan update describes the expected frequency of occurrence, and the potential severity of the damage resulting from each individual hazard evaluated for this update. Coordination with the State Plan was also a consideration in the development of the updated Vulnerability Matrix.

Table 2 - 12 Vulnerability Matrix 2018 Update

Hazard	Frequency	Severity
Flood-Related Hazards	High	Extensive
Winter-Related Hazards	High	Extensive/Serious
Wind-Related Hazards	High	Extensive/Serious
Geologic-Related Hazards	Very Low	Catastrophic
Drought	Low	Minor
Extreme Temperatures	Low	Serious
Urban Fire/Wildfire	Low	Minor
Invasive Species	Low	Minor

2.4.1 Development Trends

Since the 2010 plan, Natick's vulnerability to natural disasters has not significantly changed. In fact, new developments are in compliance with the updated State building codes and stormwater standards, and in turn, these more restrictive codes help facilitate decreases in a structures' overall vulnerability.

Land Use Changes

Today, 47% of Natick's total land area is in residential use, as compared to 40% in 1971 (Table 2-13). Agricultural land has continued to decline, at 2.4% of Natick's total land area (a decrease of 290 acres since 1971). Recreation has increased 410% since 1971, now at 9.4% of Natick's total land area. Land classified as urban development (residential, commercial, industrial, institutional, transportation) has also continued to increase over time. Since 1999, land classified as urban development has increased by 1,064 acres (17%).⁸ Assessor's data for 2016 relative to vacant/undeveloped but potentially developable land includes 174 acres of residential land, 32 acres of commercial land, and 6 acres of industrial land.⁹

Table 2 - 13 Town-Wide Land Use (2016)

Land Use	% of Total Land Area	Total Acres
Residential	46.90%	4,790
Open/Forest	11.60%	691
Transportation (roads, rail tracks/stations)	10.00%	1,023
Recreational	9.40%	961
Commercial	6.70%	687
Water/Wetland	6.60%	673
Institutional/Public	6.10%	626
Agricultural	2.40%	241
Industrial	0.30%	29

Source: Natick Assessor's Office.

The 2010 Plan identified 'Potential Future Development/Land Uses' and the relationship of the parcels to mapped hazard areas – so that planners can ensure that development proposals met all floodplain zoning regulations. A summary of those development proposals follows below:

- Natick Mall Expansion: Hotel
 - o 5.3% in X (500 Year) flood zone/<1% in A (100Year) flood zone
 - o No hotel, expansion is complete

⁸ Natick 2030+, Comprehensive Master Plan Update.

⁹ Ibid.

- Nouvelle Housing: 215 unit condominium development contributes to the development of the mixed use district
 - Wegman's coming in 2018
- South Natick Hill: 268 unit 40-B development
 - 1% in A (100 Year) flood zone
 - Construction complete
- Hunter's Hill: 11 single-family homes
 - Construction complete
- Mathworks: Expansion of facilities/parking
 - Construction complete, built at Apple Hill Campus/Route 9
- Boston Scientific: Possible expansion of research/design space
 - 8.5% in A (100 Year) flood zone
 - Purchased by Mathworks
 - 485,000 SF facility under construction
- Chrysler Road: 404 rental unit 40-B development
 - Construction complete
- Natick Paperboard: 150 unit apartment complex
 - Now 'Modera'
 - Construction complete
- 32 South Avenue: HOOP overlay option with duplex condominiums
 - Construction complete
- Cochituate Place: (Between Cochituate St. and Willow St)
- Middlesex Parking Garage: 4-story municipal garage; 300-400 spaces, 2-story residential over 4-stories of parking; 99-year lease to developer in exchange for public parking concessions.
 - Town is exploring 300-400 space garage
 - No private component

Residential Development Trends

The density of activity in the Golden Triangle/Route 9 area continues to increase as retail and office buildings (and associated parking garages) replace single-story structures and parking lots. As part of the Natick Mall expansion between 2010 and 2018, residential development included several large multi-family developments such as Avalon (407-unit) and Cloverleaf (183-unit), both of which are tucked behind the Mall. Teardowns and infill activity has also dominated redevelopment in older neighborhoods including East Natick around Euclid Avenue; Wethersfield; Morse Pond Grove; the Curtis Road area and Lokerville west of Mill Street; and south of Sherman Street on the south side of Natick Center.

Commercial and Industrial Development Trends

The Sherwood Plaza Shopping Center is located south of Route 9 and west of Speen St. with several large tenants including PETCO, Christmas Tree Shop, and Dick's Sporting Goods. Behind the Plaza, is an industrial district with educational and day care facilities, office space, a swim school and the Museum of World War II. More recent commercial development trends include biotech, life science and incubator space. Larger commercial businesses, including the MathWorks Apple Hill Campus, Cognex, several auto dealers,

home furnishing stores and restaurants continue east along Route 9 towards the Wellesley border.

Development interest and activity continues in Natick today. Current development projects and proposals include the following:

- Residences on the Common: Former Town Paint building on Main St. is being redeveloped into 4/5-story building, 4,000 SF of ground-floor commercial/restaurant space and 32 housing units above.
- Former American Legion Building on West Central Street is currently being rehabilitated and expanded into a 2/3-story mixed use building with ground floor retail/restaurant space and 11 residential units on the upper floors.
- Town-owned parking lots (South Avenue and Middlesex Avenue – Natick Center) are potential garage sites.
- The Saint Patrick's property (east end of Town Center) proposed reuse as a mixed-use development with ground-floor retail and commercial space on Route 135 and residential use on the remainder of the property.
- Former Sam's Club (northeast corner of Speen St. and Route 9 - Golden Triangle area) proposed 130-room hotel with 165-unit age-restricted (over age 62 - not assisted living) residential building.
- Wayside Farm Property (off Rockland St.) proposed cluster housing project.
- Underutilized/Vacant Buildings along Route 135 (West Natick Station) potential redevelopment opportunities.
- East Natick Industrial Park/Industrial Park (south of Sherwood Plaza) potential redevelopment opportunities.
- Intersections of Route 9 with Main St./Oak St. potential redevelopment opportunities.

2.4.2 Economic Vulnerability

NFIP-Insured Property Damage

As seen in Table 2-14, FEMA estimated that the value of property insured by the NFIP in Natick is over \$18.9 million as of August 22, 2017 (MA State Floodplain Coordinator). There are now one commercial (3 losses) and four residential (12 losses) properties that have experienced repetitive loss damages. According to the State Floodplain Coordinator, since the 2010 Plan, there have been 15 repetitive loss claims totaling \$146,326.45 in payments, town-wide.

Table 2-14 Summary of National Flood Insurance Program Activity in Natick, MA

Total Policies	Coverage Value	Policies in A-Zone*	Claims Since 1978
59	\$18,906,900	15	32/\$281,850

Source: FEMA, NFIP, Loss Statistics from January 1, 1978 through October 1, 2017.

The majority of the NFIP-insured properties are located where development occurs near flood plains or low lying areas.

Impacts of FEMA Flood Zones

As one of the highest risks to the community, HW performed an analysis to estimate the total land and building values within FEMA 100- and 500-year flood zones. The number and types of residential, commercial, industrial, and municipally-owned structures are described earlier in Section 2.3.1 and quantified in Tables 2-15 Total Vulnerability FEMA 100-Year Flood Zone Summary and 2-16 Total Vulnerability FEMA 500-Year Flood Zone. All flood zone data presented is based on the FEMA FIRMs as revised through 2018.

Table 2-15 Total Vulnerability FEMA 100-Year Flood Zone Summary

Land Use	No. of Parcels Impacted	Approximate Land Value	Approximate Building Value	Approximate Total Value
1% Annual Chance/100-Year Flood Zone				
Residential	674	\$105,229,000	\$225,098,900	\$330,327,900
Residential Vacant	16	\$6,081,200	\$0	\$6,081,200
Residential Marginal/Unusable	57	\$6,198,000	\$0	\$6,198,000
Commercial	65	\$86,351,900	\$321,837,400	\$408,189,300
Commercial Vacant	2	\$1,148,300	\$0	\$1,148,300
Commercial Marginal/Unusable	7	\$875,900		\$875,900
Industrial	4	\$1,389,200	\$608,600	\$1,997,800
Industrial Marginal/Unusable	3	\$55,500	\$0	\$55,500
State	72	\$20,926,000	\$5,436,000	\$26,362,000
Federal	1	\$8,690,400	\$36,865,500	\$45,555,900
Other	46	\$85,206,600	\$91,860,800	\$177,067,400
Total	947	\$322,152,000	\$681,707,200	\$1,003,859,200

Source: Natick Tax Assessor CAMA data, Massachusetts Property Tax Use Code (2003)

Table 2-16 Total Vulnerability FEMA 500-Year Flood Zone Summary

Land Use	No. of Parcels Impacted	Approximate Land Value	Approximate Building Value	Approximate Total Value
0.2% Annual Chance/500-Year Flood Zone				
Residential	1,975	\$146,676,400	\$458,152,300	\$604,828,700
Residential Vacant	15	\$3,932,500	\$0	\$3,932,500
Residential Marginal/Unusable	35	\$2,279,700	\$0	\$2,279,700
Commercial	23	\$14,374,200	\$18,795,700	\$33,169,900
Commercial Marginal/Unusable	6	\$1,090,300	\$8,340,700	\$9,431,000
Industrial	3	\$1,269,400	\$1,125,500	\$2,394,900

Industrial Marginal/Unusable	1	\$133,100	\$0	\$133,100
State	24	\$4,272,600	\$0	\$4,272,600
Other	66	\$49,606,500	\$14,079,100	\$63,685,600
Total	2148	\$223,634,700	\$500,493,300	\$724,128,000

Source: Natick Tax Assessor CAMA data, Massachusetts Property Tax Use Code (2003)

Within the 100-Year Flood Zone, there are approximately 674 residential structures, 65 commercial structures and multiple municipally-owned properties including various critical facilities and infrastructure identified previously in Section 2.3.1.

Impacts of Business Interruption

Notwithstanding the obvious costs of commercial property damage, the impacts of potential business interruption from a natural disaster in Natick cannot be under estimated. Business closures result in a reduction of revenues to proprietors and a loss of wages to employees. Also, State and local tax revenues can be significantly reduced. In addition to the costs of commercial property damage, the impacts from potential business interruption following a disaster in Natick could have long-lasting effects on the local economy, quality of life, and sense of place that has been maintained and revered for generations.

2.4.3 Social Vulnerability

A critical step in assessing risk and vulnerability of Natick to natural hazards is to identify the links between the potential destructive impacts to the built and natural environments and that relationship to the social structure. The social assets/potential losses continue to be key components of the community and include the closure of institutions, loss of vital services (communication and transportation systems), and disruption in the movement of goods and services, and emotional strain from financial and physical losses.

The vulnerability of a community obviously includes the potential for direct damage to residential, commercial and industrial property, as well as, schools, government and critical facilities. However, it also includes the potential for disruption of communication and transportation following disasters. Any disruption to the infrastructure, such as a loss of electric power or break in gas lines, can interrupt businesses and cause stress to affected families. This is especially the case where residents are forced to evacuate their homes and become subject to shortages of basic supplies.

Public Infrastructure and Emergency Life Lines

There are a number of public buildings/structures located in the flood plain. In addition to potential structural damage, various access roads for these buildings/structures also flood from time to time during an event, described previously in Section 2.3.1. The extent of flooding events depends on the type, intensity and duration of the event.

Evacuation/Population at Risk

The use of mass care facilities during an emergency is dependent on a variety of circumstances. These include warning time, public awareness of the hazard, the level of encouragement from public officials and the availability of shelters. The primary shelter for the Town is the Natick Community Senior Center (117 East Central Street), approved by the American Red Cross and is supplied with generator back-up power, has in-house food service capabilities and ample bathroom facilities. The maximum sleeping load capacity in the case of emergency sheltering is 224 (180 in the Great Room and 144 in the Gym). The secondary shelter for the Town is Natick High School (15 West Street) in the case of a large, wide spread emergency. It has the capacity of housing up to 1,000 individuals between the Gym, Cafeteria and several open classrooms and/or hallways. The High School is supplied with back-up generator capability, has full service food operations, ample bathrooms and showers. Natick also has ten approved mass-care facilities located within the town:

Mass Care Shelters/Reception Centers

- The Town's Emergency Management Planning Committee maintains a number of mass care shelters and reception centers, including:
 - Natick High School
15 West Street
Capacity: 1,000
 - Kennedy Middle School
163 Mill Street
Capacity: 2,259
 - Wilson Middle School
24 Rutledge Road
Capacity: 3,364
 - Bennett-Hemingway School
18 East Evergreen Road
Capacity: 1,900
 - Memorial School
107 Eliot Street
Capacity: 250
 - Brown School
1 Jean Burke Drive
Capacity: 2,081
 - Lila Elementary School
41 Bacon Street
Capacity: 200
 - Johnson School
99 South Main Street
Capacity: 150
 - St. Linus Church School
119 Hartford Street
Capacity: 300
 - Natick Community Senior Center
117 East Central Street

Capacity: 224

Shelter use is not easily predicted because each emergency situation has different variables such as the length of the warning period, official encouragement of the evacuation, public awareness of the location and availability of shelter, and the severity of the approaching hazard. Shelter use may be higher in the winter, such as an ice storm, since homes would be without heat. Historically, shelter use has not been high since residents seek safety at the homes of friends or family or hotels/motels. Traditionally, there are large numbers of residents who would not use the shelters because they would not leave their pets. The Town of Natick has provisions for two heating and cooling stations in the event of either an extreme heat wave or deep freeze. The stations are the Morse Institute Library and the Community Senior Center. The alert is sent out by reserve 911 and the facilities are accessible during hours of operation.

The Town of Natick is home to many healthcare/rehabilitation centers, assisted living facilities, schools, daycare/nursery schools and a large number of home occupation daycare facilities (see Table A-1 in Appendix A). According to the LHMC, Natick's evacuation routes have been locally-approved, however, not signed. The EMD is currently working with the State on this effort (Map 2.6 Traffic Control Points/Evacuation Routes).

2.4.4 Environmental Vulnerability

Hurricanes, earthquakes, nor'easters, floods or any weather related hazard event, in addition to invasive species (Japanese Knotweed), will have particular impacts on the natural and built environment. Differences in storm size, speed of movement, wind speeds, and landfall location relative to vulnerable resources makes for high variability in impacts and related costs associated with weather-related events. For invasive species, the location and breadth of the growth/stands will cause the same variability in impacts, however, mostly indirect in nature.

When the natural environment is impacted there are both direct and indirect costs. Impacts of severe weather events to the natural environment include both direct (loss of habitat and salinization of land/ groundwater) and indirect costs (widespread inland damage to the built environment, threats to ecosystems/ species, and contamination of potable water supply).

2.5 FEMA Disaster Grant Assistance

FEMA has provided the Town of Natick with approximately \$28,256 in grant assistance in recent years for the following disasters:

- January 26 – 29, 2015
Disaster Number: DR-4214
\$28,256.25

Main Items for Funding Provided for:

- Contracted service snow removal from roofs of five schools

Section 3 Capability Assessment

3.1 Introduction

The Capabilities Assessment section has been restructured to better document local, state, and federal department, agency and program capabilities in terms of pre- and post-disaster activities. It has been organized into three (3) main sections: Planning and Regulatory capabilities, Administrative and Technical capabilities, and Financial capabilities to better define the programs, policies, and funding opportunities each department or agency is implementing to reduce risk and work towards implementing hazard mitigation programs targeted at increased resiliency.

The Town of Natick implements several hazard mitigation policies and procedures, current state laws, executive orders, and regulations to promote the safety of its residents and minimize risk to community assets. This section presents a brief description of each of the primary mitigation programs currently in place.

3.2 Planning and Regulatory Capabilities

2030+ Comprehensive Master Plan

The Town is currently undertaking an update to the Comprehensive Master Plan. The updated Hazard Mitigation Plan will be cited and referenced for consistency across municipal documents.

Open Space Plan 2012

The Open Space Plan is another planning document intended to advise the Board of Selectmen on open space preservation and acquisition efforts, act as a resource for other agencies with open space concerns, and advise the Planning Board on elements of the Master Plan.

Natick possesses valuable natural areas which provide an opportunity for open space preservation and acquisition. Areas which should be targeted for acquisition include agricultural lands, wetlands, land in drinking water supply watersheds, river and stream corridors, and areas of groundwater recharge. While no specific method for determining priorities for open space acquisition has been developed as of yet, ideally, the Town should also prioritize properties for open space acquisition based on vulnerabilities to flooding.

Goal 1: Protect Natick's open spaces, including lakes, rivers, streams, woodlands, farms, and parks, that can be enjoyed by future generations.

Objective 1-B: *Permanently protect public and quasi-public open space.*

Action: *Continue to work with the Massachusetts Water Resources Authority regarding preservation of land along the Cochituate and Sudbury Aqueducts.*

Goal 3: **Preserve and protect the town's water supply, wildlife, and other natural resources.**

Objective 3-A: *Protect open space near water resources and the Aquifer Protection District.*

Action: *Explore creating open space districts to buffer large bodies of water, using conservation restrictions, zoning, overlay districts, or other means.*

Objective 3-C: *Support environmental best practices in storm water management.*

Action: *Provide regular maintenance of drainage.*

Action: *Put signs on catch basins indicating where the water ends up.*

Action: *Promote use of rain gardens, porous pavement and other practices to promote aquifer recharge.*

Land Use and Subdivision Control Regulations

The Town's Land Use and Subdivision Control Regulations include a number of requirements that address flood hazard Mitigation, in addition to other hazards.

- For uses requiring site plans under Section 5 (F) of the Town's Special Permit and Site Plan Review Rules and Regulations, all surface water drained from roofs, streets and parking lots and other site features shall be disposed of in a safe and efficient manner and must not create run-off or erosion problems on site or in other areas. The use of natural drainage course, swales and drainage impoundment areas shall be used to dispose of water on-site through natural percolation to a degree equivalent to that prior to development.
- Section V (A) requires that all materials and drain construction shall be subject to inspection and approval of the Town Engineer and/or the Board of Public Works. Section V (B) requires that storm drains. Culverts/related installations, include catch basins, gutters and manholes be installed as necessary to provide adequate disposal of surface water from all streets within the subdivision and adjacent land.
- Development in the Aquifer Protection District, Section III-A.5 of the Zoning bylaw is limited to 20% impervious coverage with mitigation required for any amount over 20%.

Flood Plain Overlay District (FPOD)

The Town of Natick FPOD, Zoning Bylaw 9.1, protects persons and property against the hazards of floodwater inundation. This regulation restricts construction or expansion of buildings in the FPOD, except those used for woodland, grassland, wetland, agricultural, horticultural or recreational purposes. Permissible exceptions are provided in the FPOD, including use of such land that will not interfere with the general purpose of the FPOD, and are reviewed by the Board of Appeals with input from the Planning Board, Board of Health, Board of Public Works, Board of Selectmen and Town Conservation Commission.

Wetlands Protection Bylaw (Article 79)

The Town of Natick Wetland Bylaw Article 79 protects any freshwater wetland, bank, beach, flat, marsh, swamp, wet meadow, or bog bordering on any creek, river, perennial stream, intermittent stream, pond, lake, or reservoir and any vernal pool, Riverfront Area, floodplain, isolated wetland, lands under any of the water bodies listed above, and lands subject to flooding or inundation by groundwater, surface water or storm water flow. A buffer zone of 100 ft. around any resource area (except Riverfront Area and 100-year floodplain) is subject to regulation under the Bylaw. The Bylaw establishes minimum setbacks from the Protected Resource Area referred to as “No Build Zones” and “No Disturbance Zones”. Unless it meets one of the predefined exceptions, any alteration to a Protected Resource Area or the Buffer Zone must first receive and then comply with an issued permit. Permits applications are reviewed by the Natick Conservation Commission.

Stormwater Management and Erosion Control Bylaw (Article 79A)

The Town of Natick Stormwater Management and Erosion Control Bylaw Article 79A protects surface and groundwater resources from pollutants and sedimentation runoff resulting from disturbance activities. Any activity that results in land disturbance of 40,000 square feet or more shall be reviewed and permitted by the Conservation Commission. Any land disturbance less than 40,000 square feet must prevent soils or other eroded matter from being deposited onto adjacent properties, rights-of-ways, public storm drainage system, or wetland or watercourse as prescribed and specified by the Bylaw.

The United States Environmental Protection Agency has identified sedimentation from land disturbance activities and polluted stormwater runoff from land development and redevelopment as major sources of water pollution, impacting drinking water supplies, natural habitats, and recreational resources. Regulation of activities that result in the disturbance of land and the creation of stormwater runoff is necessary for the protection of the water bodies and groundwater resources within the Town of Natick, to safeguard the health, safety, and welfare of the general public and protect the natural resources of the Town.

The Town has also adopted a stormwater management bylaw and regulations in compliance with EPA’s Phase II requirements for Municipal Separate Storm Sewer Systems. The regulations require a permit for land disturbances greater than 40,000 square feet and prohibit illicit discharges into the stormwater system.

Since the 2010 Plan, the Town continues to develop a Drainage Infrastructure Maintenance Program/Drainage Record-Keeping System (Asset Management Plan) to serve as a long-range planning document that provides the framework for understanding the assets (infrastructure) the Town currently owns, utilizes, and maintains. It is also intended to help the Town to be more proactive in its management of both physical and financial resources. Utilizing Geographic Information Systems (GIS), the Town’s drainage system is now mapped and recorded as part of the Phase II Stormwater Management Plan. With additional software/technology, the Town will be able to track

cleaning, maintenance, and 'hot spot' trouble areas within the system and extend investments made to infrastructure.

Massachusetts State Building Code

The Town of Natick enforces the Massachusetts State Building Code which includes many detailed regulations regarding wind loads, earthquake resistant design, flood-proofing and snow loads.

- Wind-Related Hazards
 - The Town enforces the Massachusetts State Building Code where provisions are adequate to mitigate against most wind damage. The code's provisions are the most cost-effective mitigation measure against tornadoes given the extremely low probability of occurrence.
 - The Town owns its own equipment to trim trees or remove trees and grind branches and stumps as needed. The electrical utility NStar does a complete inspection of tree-related hazards every three years, however, the Town feels this schedule should be accelerated.
- Geologic-Related Hazards
 - The State Building Code contains a section on designing for earthquake loads (780 CMR 1612.0) which states that the purpose of these provisions is "to minimize the hazard to life to occupants of all buildings and non-building structures, to increase the expected performance of higher occupancy structures as compared to ordinary structures, and to improve the capability of essential facilities to function during and after an earthquake." This section goes on to state that due to the complexity of seismic design, the criteria presented are the minimum considered to be "prudent and economically justified" for the protection of life safety. The code also states that absolute safety and prevention of damage, even in an earthquake event with a reasonable probability of occurrence, cannot be achieved economically for most buildings.

Section 1612.2.5 sets up seismic hazard exposure groups and assigns all buildings to one of these groups according to Table 1612.5. Group II includes buildings which have a substantial public hazard due to occupancy or use and Group III are those buildings having essential facilities which are required for post-earthquake recovery, including fire, rescue and police stations, emergency rooms, power-generating facilities, and communication facilities.

3.3 Administrative and Technical Capabilities

Natick Emergency Management Planning Committee

The Town of Natick maintains its own Local Emergency Management Planning Committee and an Emergency Management Coordinator.

Comprehensive Emergency Management Plan

The Town also maintains a Comprehensive Emergency Management Plan (CEMP) which addresses mitigation, preparedness, response and recovery from a variety of

natural and man-made emergencies. The CEMP includes important information regarding flooding, dam failures and winter storms. The Town of Natick maintains a mutual aid agreement with the Metropolitan Law Enforcement Council for emergency situations. The Natick CEMP is considered updated as of July 7, 2016.

The Town maintains both primary and secondary Emergency Operations Centers (EOCs):

- Primary EOC:
 - Natick Public Safety Building
20-22 East Central Street
Contact: Public Safety Dispatch
- Secondary EOC:
 - Natick Department of Public Works
75 West Street

Municipal Website

The Town's Emergency Management Planning Committee maintains a municipal webpage hosted on the Town's website that includes a variety of local, state and regional emergency program information for residents, business owners and tourists, including:

- Weather Emergency Information
 - FEMA's Family Emergency Plan.
<http://www.natickma.gov/1275/Weather-Emergency-Information>
- Winter Weather Terms
- Receive Alerts
 - **Natick Emergency Alert System.** Natick implements the CodeRED Emergency Alert System which delivers real-time emergency, community, missing person and severe weather alerts to registered users within the exact area of impact. Alerts are initiated by public safety officials who use the CodeRED community notification system to effectively alert and inform residents to save lives. Residents and business owners can register online here: <https://public.coderedweb.com/cne/en-US/9BCD09D06100>
 - **Social Media.** Facebook Page: <https://www.facebook.com/TownOfNatick/?ref=hl>, and Twitter Feed: https://twitter.com/Town_of_Natick.
 - **Natick Care and Prepare Program.** This is the next step to Natick's CodeRED system and should be used by residents needing more than a phone call or text alert. Residents that have limited mobility, any resident in your home that relies on electricity for medical equipment or anyone with special needs should register here: <http://www.natickma.gov/1251/Care-and-Prepare>
 - **Massachusetts Alert Smartphone App.** The free Massachusetts Alerts app provides emergency notifications and public safety information based on your location, proximity to an event or incident, and the preferences selected.
 - **The Wireless Emergency Alerts (WEA).** The Wireless Emergency Alerts (WEA) program is part of the EAS national alerting initiative, which enables cellphones to receive alerts for severe weather emergencies,

imminent threats to life or property, AMBER alerts, and Presidential alerts. The alerts are delivered on technology that overrides any wireless network congestion and delays and allows the information to target cellphones within the impact area. A WEA alerts users with a special tone and vibration. If you receive a WEA, you should follow the protective actions advised in the message. You do not need to subscribe to any service to receive alerts. The alerts are sent to all WEA-enabled devices in the impacted region. To find out whether you have a WEA-enabled phone, you should contact your mobile carrier.

- **2-1-1 Hotline:** During times of emergency, 2-1-1 is the Commonwealth's primary telephone information call center. Call 2-1-1 to get answers to questions about the location of open shelters, information about transportation or other restrictions due to a declared state of emergency, post disaster assistance, reporting a damaged property, ways to volunteer or donate, or other services you or your family may need. Mass 2-1-1 is a 24/7 resource to connect callers to information about critical health and human services programs.
- **Massachusetts Bay Transportation Authority (MBTA) Alerts.** - Register to receive MBTA alerts to your phone and/or email address or download the MBTA mobile app from their App Showcase.

Medical Reserve Corp (MRC)

The Natick Medical Reserve Corps (NMRC) is a nationally recognized community-based volunteer organization that is a unit of the Massachusetts Region 4A Medical Reserve Corps and the Natick Board of Health. The NMRC is comprised of medical and non-medical professionals, as well as other citizen volunteers. NMRC members donate their time and expertise to promote healthy living throughout the year and to prepare for and respond to emergencies. The NMRC currently consists of 145 active members and 10 high school-aged junior members.

Natick Municipal Vulnerability Preparedness (MVP) Working Group

Under Executive Order 569, as the Commonwealth advances an integrated climate change strategy, Natick (and many other Massachusetts cities and towns) is working at the local and regional level on resiliency planning and climate preparedness efforts. In 2018, through a grant from the Massachusetts Executive Office of Energy and Environmental Affairs (EOEEA), Natick completed a Town-wide vulnerability assessment and developed an action-oriented resiliency plan following several Community Resilience Building Workshops in October, 2018.

The Workshop's central objectives included:

- 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

Although the Working Group developed a series of prioritized recommendations to

improve resilience, they are currently in draft format, and not fully vetted by the municipality. One common thread throughout the Working Group discussions was the recognition that the Town and residents need to be better prepared through longer-term, community-based, contingency planning across key areas of concern. Once the Town has approved the recommendations, the LHMC should review and incorporate applicable elements/recommendations by reference.

Coordination with Neighboring Municipalities

The Town of Natick coordinates with the Towns of Framingham, Wayland, Wellesley, Dover, and Sherborn periodically across municipal issues. The Town will continue to coordinate with these adjacent communities on natural hazard mitigation planning, specifically any shared resource plans and evacuation plans.

Municipal Administration and Staff

The Natick Board of Selectmen, Planning Board, Local Hazard Mitigation Committee, municipal officials and staff all work well together to develop, implement and update policies and plans to promote the safety of its residents and minimize risk to the community.

- **Department of Public Works.** The Department performs a number of duties, as needed, including:
 - Catch Basin Cleaning. Conducted by the Town on a three-year cycle, with one-third of the basins cleaned yearly.
 - Street Sweeping. Completed by the Town with each street swept annually, and the downtown area swept once per month from April to November.
 - Roadway Treatments. Town uses a mixture of sand and salt, with more salt to minimize the amount of sand that enters the catch basins and streams.
 - Snow disposal. Town conducts general plowing and snow removal operations for winter storms.
- **Fire Department.** The Department performs a number of duties, as needed, including:
 - Permits Required for Outdoor Burning. Fire Department requires a written permit for outdoor burning, permitted from January 1 – May 15 only, in compliance with state air quality requirements.
 - Subdivision Review. Department is involved in reviewing all subdivision plans.

3.4 Financial Capabilities

Federal/State Grant Opportunities

The Town, across all municipal departments, considers and pursues all applicable federal, state and local grant opportunities to assist in implementing hazard mitigation programs, such as FEMA, Housing and Urban Development (HUDCDBG Program, United States Department of Agriculture – Natural Resources Conservation Service

(NRCS), U.S. Economic Development Administration (EDA), and RIDEM opportunities.

FEMA Hazard Mitigation Assistance (HMA) Program (HMGP, PDM, and FMA) - Over the past several years, the Town of Natick has applied and received approximately \$28,256.25 in grant assistance from FEMA for various projects (see Section 2.5 for additional details).

USDA NRCS – provides Conservation Technical Assistance, Financial Assistance, and Conservation Innovation Grant programs.

HUD CDBG Program – a flexible program that provides communities with resources to address a wide range of unique community development needs, particularly the Disaster Recovery Assistance Program which provides grants to help cities, counties, and States recover from Presidentially-declared disasters, especially in low-income areas, subject to availability of supplemental appropriations.

3.5 National Flood Insurance Program

Natick implements and enforces the state building code and fully participates in the NFIP. Natick has supported natural resource management and protection, which is articulated in the 2030+ *Comprehensive Master Plan*. Natick understands that participation in the NFIP is an essential step in mitigation flood damage and is working to consistently enforce NFIP compliant policies in order to continue its participation in this program. FEMA has also developed new floodplain mapping for the Town which was finalized July 14, 2017.

Table 3-1 Actions for Continued Compliance with NFIP below lists those actions that the Town has done and will continue to do and those actions that will be done within the next five years for continued compliance with the NFIP. The “To Be Done” actions listed in the following table are in order of priority.

Table 3-1 Actions for Continued Compliance with NFIP

Actions (Listed in order of priority)	Done/Ongoing	To be Done
Join the NFIP.	X	
Participate in NFIP training by State and/or FEMA.		X
Establish mutual aid agreements with neighboring communities to address administering the NFIP following a major storm event.	X	
Address NFIP monitoring and compliance activities.	X	
Revise/adopt subdivision regulations and erosion control regulations to improve floodplain management in the community.		X
Participate in the CRS.		X
Prepare, distribute, or make available NFIP, insurance and building code explanatory pamphlets or booklets.		X

Actions (Listed in order of priority)	Done/Ongoing	To be Done
Identify and become knowledgeable on non-compliant structures in the community.	X	
Identify and become knowledgeable of submit to rate structures.		X
Identify cause of submit to rate structure and analyze how to prevent non-compliant structures in the future.		X
Inspect foundations at time of completion before framing to determine if lowest floor is at or above BFE.	X	
Require use of elevation certificates.		X
Report any changes in the Special Flood hazard Area to FEMA within 180 days of change.		X
Identify and keep track of LOMA/LOMR in the community.		X
Gain familiarity with community's Flood Insurance Rate Maps.	X	
Address repetitive loss structures.	X	

Source: Town of Natick Community and Economic Development Department.

3.6 Community Rating System

NFIP's CRS Program is a voluntary program that recognizes and encourages a community's efforts that exceed the NFIP minimum requirements for floodplain management. The CRS program emphasizes three goals:

- the reduction of flood losses
- facilitating accurate insurance rating
- promoting the awareness of flood insurance

By participating in the CRS Program, communities can earn a 5-45% discount for flood insurance premiums based upon the activities that reduce the risk of flooding within the community.

The Town does not currently participate in the NFIP's CRS Program. However, the Town's adoption of the Flood Zone Mapping and Special Flood Hazard Area Ordinance allows the Town to continue to participate in the NFIP which means that all property owners in Town continue to be eligible to purchase flood insurance for their property.

3.7 Existing Protection Matrix

A summary of the main identified existing and future protection measures presented above are summarized on Table 3-2. These measures constitute the baseline protection that was further evaluated by the Natick LHMC to determine gaps in Natick's protection from natural disasters. Goal statements and specific actions were then developed to mitigate the identified gaps in the existing protection. These identified

protection measures facilitate the Town of Natick to implement various hazard mitigation programs, ultimately making the community more resilient.

Table 3-2 Existing Protection Matrix, Natick, Massachusetts

<i>Existing Protection</i>	<i>Description</i>	<i>Area Covered</i>	<i>Effectiveness and/or Enforcement</i>	<i>Improvements or Changes Needed</i>
Planning and Regulatory				
2030+ Comprehensive Master Plan				
	The Town is currently updating the Comprehensive Master Plan. Once the update to the hazard Mitigation Plan update is complete, applicable elements/recommendations will be cited and reference in the Master Plan.	Townwide	Effectiveness: Very Good Enforcement: Managed by Board of Selectmen	Being updated concurrently with Hazard Mitigation Plan
Open Space Plan 2012				
	The 2012 Plan includes some of the mitigation actions regarding open space preservation and acquisition (particularly around water resources) still relevant for this 2017 Update. Moving forward, the Town will integrate new mitigation actions from this 2018 Update in the next Open Space Plan Update.	Townwide	Effectiveness: Very Good Enforcement: Managed by Conservation Commission, Board of Selectmen, Town Administrator	Update/Incorporate findings from 2018 Hazard Mitigation Plan when update is required
Land Use and Subdivision Control Regulations				
	Provide for additional protections by way of stormwater conveyance/management and Aquifer protection District. Also regulates development in the flood plain.	Townwide	Effectiveness: Good Enforcement: Planning Board, Building Inspector, and Director of Community & Economic Development	Continue to Enforce
Floodplain Overlay District				
	Protects any freshwater wetland, bank, beach, flat, marsh, swamp, wet meadow, or bog bordering on any creek, river, perennial stream, intermittent stream, pond, lake, or reservoir and any vernal pool, Riverfront Area, floodplain, isolated wetland, lands under any of the water bodies listed above, and lands subject to flooding or inundation by groundwater, surface water or storm water flow.	Townwide	Effectiveness: Good Enforcement: Planning Board, Building Inspector, and Director of Community & Economic Development	Continue to Enforce

Table 3-2 Existing Protection Matrix, Natick, Massachusetts

<i>Existing Protection</i>	<i>Description</i>	<i>Area Covered</i>	<i>Effectiveness and/or Enforcement</i>	<i>Improvements or Changes Needed</i>
Wetlands Protection Bylaw				
	Regulations to ensure public safety; minimize hazards to persons and property from flooding, to protect watercourses from encroachment and to maintain the capability of floodplains to carry off floodwaters.	Townwide	Effectiveness: Good Enforcement: Planning Board, Building Inspector, and Director of Community & Economic Development	Continue to Enforce
Stormwater Management and Erosion Control Bylaw				
	Protects surface/groundwater resources from pollutants and sedimentation runoff resulting from disturbance activities. Land disturbances must prevent soils or other eroded matter from being deposited onto adjacent properties, rights-of-ways, public storm drainage system, or wetland or watercourse as prescribed and specified by the Bylaw.	Townwide	Effectiveness: Good Enforcement: Planning Board, Building Inspector, and Director of Community & Economic Development	Continue to Enforce
Massachusetts State Building Code				
	Includes detailed regulations regarding wind loads, earthquake-resistant design, flood-proofing and snow loads.	Townwide	Effectiveness: Most effective for newer construction. Enforcement: Building Inspector	Continue to Enforce
Participation in the National Flood Insurance Program				
	Homeowners in the floodplain can purchase flood insurance. NFIP maps updated July 2017.	Areas in 100-Year Flood Zone (FIRM Maps)	Effectiveness: Very Good Enforcement: Private mortgage holders.	Continue to Enforce

Table 3-2 Existing Protection Matrix, Natick, Massachusetts

Existing Protection	Description	Area Covered	Effectiveness and/or Enforcement	Improvements or Changes Needed
Administrative and Technical				
Natick Emergency Management Planning Committee				
	Forum for planning related to natural and man-made disasters. Comprehensive Emergency Management Plan: addresses mitigation, preparedness, response and recovery from a variety of natural and man-made emergencies. Municipal Emergency Management Webpage: includes a variety of local, state and regional emergency program information for residents, business owners and tourists.	Townwide	Effectiveness: Very good. Enforcement: EMD	Continue to Enforce
Medical Reserve Corp				
	Community-based volunteer organization comprised of medical and non-medical professionals, as well as other citizen volunteers who donate their time and expertise to promote healthy living throughout the year and to prepare for and respond to emergencies.	Townwide	Effectiveness: Very Good Enforcement: EMD	Maintain
Municipal Vulnerability Preparedness Working Group				
	Forum for resiliency planning and climate preparedness efforts, includes prioritized recommendations for improved resilience.	Townwide and Regional Context	Effectiveness: New Plan Enforcement: Board of Selectmen	Approve draft recommendations and incorporate by reference
Coordination with Neighboring Municipalities				
	Coordination to identify applicable efficiencies (resource-sharing, Mutual Aid agreements).	Regional context	Effectiveness: Very Good Enforcement: EMA Director	Maintain

Table 3-2 Existing Protection Matrix, Natick, Massachusetts

Existing Protection	Description	Area Covered	Effectiveness and/or Enforcement	Improvements or Changes Needed
Municipal Administration and Staff				
	<p>Municipal officials, staff, Boards, and Commissions all work together to develop, implement and update policies and plans to promote the safety of residents and minimize risk to the community.</p> <p>Street sweeping: Streets swept once each year/downtown swept monthly April - November.</p> <p>Catch basin cleaning: All catch basins cleaned on 3-year cycle. Roadway treatments: Town utilizes mix of sand/salt. Tree-trimming program: as needed. Snow/Ice removal: Salting/Sanding/Plowing of roads as needed. Subdivision review/Fire permits for outdoor burning.</p>	Townwide	Effectiveness: Very Good Enforcement: Town Administrator, Board of Selectmen, Municipal Staff	Maintain
Financial				
Federal/State Funding Opportunities				
	<p>FEMA 2013 Hazard Mitigation Guidance, HMA Guidance, FEMA requirements regarding HMGP, PDM and FMA grants. http://www.fema.gov/media-library/assets/documents/33634?id=7851</p>	Townwide		Continue to utilize
	<p>USDA, Natural Resources Conservation Service (NRCS) Conservation Technical Assistance: http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/technical/cta Financial Assistance: http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/financial/ Conservation Innovation Grant Programs: http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs</p>	Townwide		Continue to utilize

Table 3-2 Existing Protection Matrix, Natick, Massachusetts

<i>Existing Protection</i>	<i>Description</i>	<i>Area Covered</i>	<i>Effectiveness and/or Enforcement</i>	<i>Improvements or Changes Needed</i>
Financial				
Federal/State Funding Opportunities				
	HUD CDBG Disaster Recovery Assistance: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs/drsi	Economically distressed areas.		Continue to utilize

Section 4 Mitigation Strategy

4.1 Introduction

Removing and precluding development from hazardous areas is the best method of mitigation. However, this cannot be the sole focus of hazard mitigation in Natick. The Town's character and functionality require a level of intimacy with the areas of greatest risk – flood-related, winter-related and wind-related hazard events.

4.2 Mitigation Activities

In completing the risk and vulnerability analyses, the LHMC considered projects and actions that would reduce Natick's vulnerability to the identified hazards. The updated 2018 Risk Assessment Matrix (Table 2-1) is the basis for the mitigation actions presented in Section 4.3.

4.3 Mitigation Action Plan

The LHMC considered the goals of this plan and re-prioritized the matrix and the associated actions based on historical damage, safety of the population, property protection and consistency with Town-wide goals and objectives. Although not based on similar methodologies for prioritization, the new 'Priority Score' for each mitigation action (2018 Plan), is followed by the 2010 Plan prioritization (*High, Medium, Low Priority* and *Measures to Ensure Compliance with NFIP*) to reflect any changes in the prioritization of actions for this 2018 Update by the LHMC (also included in Table 1-1, *2010 Plan Report Card*). Issues and objectives were aligned to public health risks, evacuation and mass care considerations, disruption of essential services and potential economic losses to the town.

The LHMC determined that the identified objectives could be met by considering actions aligned to the following Mitigation Categories:

- Public Education and Awareness
- Property Protection
- Natural Resource Protection
- Structural Projects
- Emergency Services
- Planning and Prevention

The LHMC has worked to set goals and objectives that are bounded by a time frame and are compatible and consistent with state hazard mitigation goals. Upon submittal of this plan to MEMA, the State Hazard Mitigation Committee (SHMC) is expected to review and approve these goals and objectives to ensure consistency with the statewide goals and objectives. The time frames used for this strategy are as follows:

- Short Term = 0 to 6 Months
- Medium Term = 6 to 18 Months

- Long Term = 18 Months to 5 Years

The following actions use the Risk Assessment Matrix (Table 2-1) to identify areas at risk, offer mitigation strategies and consider benefits. Each action offers a discussion of the project and if applicable, includes the options considered. Multiple actions associated with a vulnerable area reflect town priorities and are simply prioritized high, medium or low. If known, the actions include cost estimates and assign responsible parties to lead the efforts to complete the action. The cost ranges used for this strategy are as follows:

- Staff Time – municipal personnel time
- Minimal – less than \$5,000
- Moderate – more than \$5,000, but less than \$25,000
- Significant – over \$25,000

Other relevant departments/agencies that can offer support to the project are also listed. Finally, possible finance options are offered. Once the 2018 plan update receives FEMA's 'Approved Pending Adoption', the mitigation strategy will be put into motion.

Evaluation/Selection of Mitigation Actions

After reviewing the Town's identified risks and vulnerabilities to natural hazards, the input/feedback from the public workshop and recommendations from the Town, and the local Capability Assessment, the LHMC selected mitigation actions to incorporate into the 2018 plan update.

Prioritization of Actions

Due to budgetary constraints and other limitations, it is often impossible to implement all mitigation actions. The LHMC needed to select the most cost-effective actions for implementation first to use resources efficiently and develop a realistic approach toward mitigation risks. The DMA 2000 supports this principle of cost-effectiveness by requiring action plans to follow a prioritization process that emphasizes benefits over costs. DMA 2000 states:

"The mitigation strategy section shall include an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs."

Part 1: Review Benefits and Costs

As part of the planning process, the LHMC utilized Review Tools 1, 2, and 3 associated with each action identified.

Part 2 Prioritize Actions – Qualitative Method, Relative Score

The LHMC utilized Method B: Prioritization using STAPLEE and Relative Scores (see Appendix B – December 19, 2018 Natick LHMC).

STAPLEE Criteria

1. **Social:** Is the action compatible with present and future local community needs and values?
2. **Technical:** Is the action feasible with available local resources (or as supplement by outside resources as necessary)?
3. **Administrative:** Does the community have the administrative capacity to implement the action?
4. **Political:** Is there strong public support to implement and maintain the action?
5. **Legal:** Does the community have the legal authority to implement the action?
6. **Economic:** Is the action cost-effective?
7. **Environmental:** Does the action impact environmental resources, and is the impact positive, negative, or neutral?

Part 3 Documentation of the Process

The Worksheets have been included in the Update, see Appendix B, to emphasize that a Benefit-Cost Review was employed when prioritizing actions.

Each of the mitigation actions were scored against each of the STAPLEE criteria outlined above with a numerical score. These numbers were then totaled and developed into an overall priority score. The ranking of the Priority Score is a guideline for when the Town should begin acting on the identified strategies, or actions.

The STAPLEE Method includes a cost-benefit review as part of the Mitigation Actions prioritization process. A more detailed cost-benefit analysis will be done, at the time of application, for those proposed Mitigation Actions that the Town applies for funding under the Pre-Disaster Grant Program and Hazard Mitigation Grant Program.

PUBLIC EDUCATION AND AWARENESS

Action #1

Distribute Informational Natural Hazards Pamphlet

Develop a pamphlet to be distributed to all residents and business owners that describes the natural hazards that threaten the community and describes steps they can take for each hazard to mitigate damages to their property. Include evacuation routes and shelter locations along with items that can and cannot be taken to the shelters as well as information regarding the risk to our community for brush/forest fires and how residents can help prevent them.

- Action Type: Planning, Pre-Disaster
- Priority Score: 22 (2010 Plan – N/A)
- Lead: Emergency Management Agency
- Supporting: Community and Economic Development
- Time Frame: Short Term
- Financing Options: N/A

- Cost Estimate: Staff Time
- Benefit: Protection of property, protection of life/infrastructure, increased awareness of vulnerabilities
- Vulnerable Area: Emergency Response

Action #2

Acquire prioritized open space parcels for increased flood storage/protection.

The Town will work with private homeowners in these areas to identify an acquisition project (s), obtain approval by the State and FEMA, and seek funding to purchase the property. By purchasing these residential properties, the Town is utilizing an effective program designed to remove people and property from high-risk areas and reduce disaster losses, while also expanding open space land holdings. The buildings are either demolished or relocated, and the land is then restricted to open space in perpetuity.

- Action Type: Planning, Pre-Disaster/Post-Disaster
- Priority Score: 5 (2010 Plan – Measure to Ensure Compliance with NFIP)
- Lead: Conservation Commission
- Supporting: Community and Economic Development
- Time Frame: Long Term
- Financing Options: Town/DCR/Self Help Grants, Community preservation Funds
- Cost Estimate: TBD
- Benefit: Protection of property, reduced damage claims
- Vulnerable Area: Wetlands/Resource Areas

Action #3

Acquire properties in the Special Flood Hazard/Repetitive Flood Loss Areas

Natick now includes 4 commercial and industrial severe repetitive flood loss properties as well as various properties subject to periodic flooding. The Town will work with the commercial and industrial property owners in these areas and FEMA to identify an acquisition project (s), obtain approval by the State and FEMA, and seek funding to purchase the property. By purchasing these properties, the Town is utilizing an effective program designed to move people and property away from high-risk areas to reduce disaster losses. The buildings are either demolished or relocated, and the land is then restricted to open space, recreation, or wetlands in perpetuity.

- Action Type: Planning, Pre-Disaster/Post-Disaster
- Priority Score: 5 (2010 Plan – N/A)
- Lead: Conservation Commission
- Supporting: Community and Economic Development
- Time Frame: Long Term
- Financing Options: Town Grants, Community preservation Funds
- Cost Estimate: TBD
- Benefit: Protection of property, reduced damage claims, improved resiliency, multiple community objectives

- Vulnerable Area: Wetlands/Resource Areas

Action #4

Prepare an “After the Storm Recovery” Plan for the Community.

The Town should utilize the opportunity of a disaster to improve its’ disaster resilience. Once critical life and safety issues and vital public services have been addressed and re-established, emphasis should be placed on the long-term recovery of the community, balancing the need to rebuild rapidly and return to normal against the objective of building back better and stronger.

Additional items for consideration as part of the Plan’s development include the completion of Community Assessments, a Recovery and Reconstruction Bylaw and development of a Debris Management Plan. The Town will coordinate with applicable statewide agencies to review the permitting processes and develop/adopt an ordinance to streamline the process in the aftermath of a hazard impact including the process to allow homeowners to retrofit structures in order to reduce risk. Formalize this process, and also consider waiving permit fees for building permits to repair storm-damaged properties as an incentive.

- Action Type: Planning, Pre-Disaster/Post-Disaster
- Priority Score: 26 (2010 Plan – N/A)
- Lead: Community and Economic Development
- Supporting: Sustainability Committee
- Time Frame: Medium Term
- Financing Options: N/A
- Cost Estimate: Staff Time
- Benefit: Improved resiliency, accelerated recovery
- Vulnerable Area: Emergency Response

STRUCTURAL PROJECTS

Action #5

Develop an implementation strategy to address Property and Streets Subject to Flooding from Poor Drainage and Run-Off.

Determine what mitigation activities...maintenance (catch basin cleaning) v. monitoring (State road) v. structural/replacement (undersized pipes) v. pavement management (roadway crown/ponding) can alleviate the problem while creating the most benefit to the community for each street. (e.g. address those roads that are part of the town evacuation route first, once developed, then main thoroughfares, etc.). If structural/replacement, identify general costs associated with each.

Streets/Properties Subject to Flooding

Maintenance (Included here to illustrate a comprehensive review of flooding issues, however, not applicable for funding under any hazard mitigation grant programs)

Dean, Mercer, and Strathmore Roads Area

- Flooding Cause: Reduced access due to high standing water levels. Older pipes partially cleaned by Mass Mosquito. Periodic cleaning is required after significant storms..

Windsor Street at DPW Yard

- Flooding Cause: Culvert requires periodic cleaning and maintenance to ensure proper flow.

Burning Tree Road/Beaverdam Brook

- Flooding Cause: Periodic cleaning and maintenance is required (via agreement with Town of Framingham) to maintain drainage conditions.

Monitoring

Lincoln/Water/River/Cohns/Cape Streets Area

- Flooding Cause: Areas flood when the Charles River is elevated.

Oak Street/Rathbun Road

- Flooding Cause: Area floods periodically when the wetlands are high.

Cottage Street/Pine Ridge Road

- Flooding Cause: Elevated water table in this area inhibits adequate drainage at times.

Structural/Replacement

Highland Avenue/Middle Street

- Flooding Cause: Culvert is undersized and also includes issues where it discharges at railroad tracks. Drainage system requires upgrading. Town has appropriated funds (Capital Improvement Plan) to complete Drainage Master Plan for this area.

Sunkaway Area

- Flooding Cause: Culvert is undersized compounded by excessive silt buildup which reduces/backups flow.
- Action Type: Mitigation, Pre-Disaster
- Priority Score: 3 (2010 Plan – Medium Priority)
- Lead: Department of Public Works
- Supporting: Building Department/Central MA Mosquito Control Board
- Time Frame: Long Term
- Financing Options: Capital Improvement Planning/Central MA Mosquito Control Board
- Cost Estimate: Significant
- Benefit: Property protection, protection of infrastructure, maintained access/evacuation, improved public safety/street drainage

- Vulnerable Area: Local Roads Subject to Flooding

PLANNING AND PREVENTION

Action #6

Develop Operations and Maintenance Plans for Town-owned dams, including:

- Charles River Dam
- Jennings Pond Dam

An Operations and Maintenance (O & M) Manual is a detailed written description of systematic procedures for ensuring that a dam is operated and maintained in proper fashion. Adequate operation and maintenance is critical for ensuring the ongoing safe functioning of the dam, as well as continued productive use of the structure and its associated reservoir.

- Action Type: Mitigation, Pre-Disaster
- Priority Score: 28 (2010 Plan – N/A)
- Lead: Department of Public Works
- Supporting:
- Time Frame: Short Term
- Financing Options: N/A
- Cost Estimate: Staff Time
- Benefit: Property protection, protection of life/infrastructure
- Vulnerable Area: Dams

Action #7

Develop Operations and Maintenance Plans for State-owned dams, including:

- Fiske Pond Dam

An Operations and Maintenance (O & M) Manual is a detailed written description of systematic procedures for ensuring that a dam is operated and maintained in proper fashion. Adequate operation and maintenance is critical for ensuring the ongoing safe functioning of the dam, as well as continued productive use of the structure and its associated reservoir.

- Action Type: Mitigation, Pre-Disaster
- Priority Score: 28 (2010 Plan – N/A)
- Lead: MA Department of Conservation and Recreation
- Supporting: Town of Natick
- Time Frame: Short Term
- Financing Options: DCR funds
- Cost Estimate: Staff Time
- Benefit: Property protection, protection of life/infrastructure
- Vulnerable Area: Dams

Action #8

Implement Public Outreach Campaign for residents/businesses located within a dam inundation zone.

Utilize existing Emergency Action Plans (Jennings Pond Dam and Fiske Pond Dam classified as 'Low Hazard' structures, and thus do not have EAPs developed)) to conduct a public information session for residents and businesses within the various inundation areas regarding what they should do in the event of a dam breach. This could be completed in one general session, or individual sessions for each structure and affected neighborhood.

- Action Type: Mitigation, Pre-Disaster
- Priority Score: 22 (2010 Plan – N/A)
- Lead: Department of Public Works/MA DCR
- Supporting:
- Time Frame: Short Term
- Financing Options: Town/DCR funds
- Cost Estimate: Staff Time
- Benefit: Property protection, protection of life/infrastructure
- Vulnerable Area: Emergency Response/Dams

Action #9

Conduct feasibility/engineering study to earthquake-proof municipally-owned buildings.

There are several older municipally-owned buildings constructed of un-reinforced masonry (Johnson School, the Coolidge Garden elder housing building, and the Eliot School). An engineering study will identify the feasibility of the financial investments necessary to protect these structures.

- Action Type: Mitigation, Pre-Disaster
- Priority Score: -14 (2010 Plan – High Priority)
- Lead: Building Department
- Supporting: Department of Public Works
- Time Frame: Long Term
- Financing Options: Town/MEMA/FEMA funds
- Cost Estimate: Moderate
- Benefit: Property protection, protection of life/infrastructure
- Vulnerable Area: Municipally-owned Structures

NATURAL RESOURCE PROTECTION

Action #10

Retrofit of paved parking areas within the Town

There may be opportunities to include improved drainage (Green Infrastructure/Low Impact Development) practices, such as infiltration strips and reduced pavement, in

existing commercial and municipal parking lots that are being resurfaced. The Town is presently assessing the feasibility of a Stormwater Management Utility District which should also consider the development of 'criteria' relative to incentive credits for stormwater improvements across three typologies: retrofit of existing paved surfaces (reductions); new/expansion of parking for commercial sites; and, residential conversions.

- Action Type: Mitigation, Pre-Disaster
- Priority Score: **II** (2010 Plan – N/A)
- Lead: Department of Public Works
- Supporting: Community and Economic Development
- Time Frame: Long Term
- Financing Options: Capital Improvement Planning
- Cost Estimate: Moderate
- Benefit: Property protection, reduced flow/loading to drainage infrastructure, increased infiltration on-site
- Vulnerable Area: Wetland/Resource Areas

Action #11

Invasive Species Eradication Programs

The Town should increase community awareness and participation in hazard mitigation activities to include hazardous vegetation abatement and forest management projects.

- Action Type: Mitigation, Pre-Disaster
- Priority Score: **6** (2010 Plan – N/A)
- Lead: Conservation Commission
- Supporting: DPW
- Time Frame: Short Term
- Financing Options: Operating Budget/Capital plan
- Cost Estimate: Staff Time/Minimal (cost of chemical treatments)
- Benefit: Protection of stream/river banks (minimized erosion), protection of drainage infrastructure.
- Vulnerable Area: Wetland/Resource Areas

EMERGENCY SERVICES

Action #12

Evacuation Routes

Develop, Map and Maintain Viable Evacuation Routes

As part of the Town's Comprehensive Emergency Management Plan and coordination at both the regional and state level, develop, map and maintain emergency evacuation routes.

Publish Evacuation Routes

Contact the local phone company in regards to putting the Natick Evacuation Routes Map, including emergency shelter locations, in the Community Section of the local phone book.

Coordinate Evacuation Plans with the State and Neighboring Municipalities

Work with neighboring communities to coordinate evacuation plans.

Public Information, Outreach – Signage

Post signs that indicate where major access routes are and areas where early evacuation is necessary. This is important not only for the residents but for the general public, including tourists, who may be visiting the area.

- Action Type: Mitigation, Pre-Disaster
- Priority Score: **24** (2010 Plan – N/A)
- Lead: Emergency Management Agency
- Supporting: Police Department
- Time Frame: Medium Term
- Financing Options: N/A
- Cost Estimate: Staff Time
- Benefit: Public safety, accelerated evacuation, uninterrupted access
- Vulnerable Area: Emergency Response

Action #13

Tourist Evacuation and Shelter

Out of state tourists may not be familiar with local authorities, evacuation routes, locations of designated shelters, or know what to expect if police-enforced evacuation becomes necessary. Distribute information on town evacuation routes and emergency shelters to hotels, Bed and Breakfasts, real estate agencies dealing with seasonal rentals, and other facilities and events hosting tourists.

- Action Type: Mitigation, Pre-Disaster
- Priority Score: **24** (2010 Plan – N/A)
- Lead: Emergency Management Agency
- Supporting: Police Department
- Time Frame: Medium Term
- Financing Options: N/A
- Cost Estimate: Staff Time
- Benefit: Public safety, accelerated evacuation, uninterrupted access
- Vulnerable Area: Emergency Response

Section 5 Plan Implementation and Maintenance

5.1 Implementation, Evaluation, and Revision of Plan

Implementation

The LHMC realized that assigning a time frame to each recommended mitigation action is important so that activities can be coordinated with other important governmental functions, such as committee meetings and budget hearings. Assigned time frames also provide input to a project plan used for tracking the progress of all activities. Once the 2018 plan update receives FEMA's 'Approved Pending Adoption', the mitigation strategy will be put into motion and the Board of Selectmen will adopt the Plan (within one year of FEMA's approval). It is recognized that progress on plan implementation may vary dependent upon available funding and capacity of staff to complete assigned tasks.

Evaluation

The Town Administrator will bring the LHMC together annually to review the status of the mitigation actions. Within two months of this meeting, a status report will be given to the Planning Board and Board of Selectmen. Progress will be reviewed annually at advertised public hearings held by the Natick Planning Board. It is advantageous the annual review be conducted prior to the Town's annual budget process so any locally funded projects can be considered in the budget process.

Revision

As per 44 CFR S 201.6(d)(3), the Plan will be reviewed and revised to reflect progress in local mitigation efforts and changes in priorities, and resubmitted for approval within 5 years in order to continue to be eligible for mitigation project grant funding. In order to ensure that the Plan remains current, the LHMC, which consists of representatives from the Planning Department, EMA, Public Works, Zoning and Code Enforcement, Water/Sewer Department, Fire Department, and Police Department, will meet annually. The Plan will also be evaluated and updated after a disaster, or as funding opportunities arise for the actions and projects identified in the plan. Any updates will be reviewed and submitted to RIEMA upon local approval to ensure that the state hazard mitigation strategy remains current.

The Town of Natick Hazard Mitigation Plan will be incorporated into the Town's Comprehensive Emergency Management Plan (CEMP) and Comprehensive Master Plan when updated and for consistency.

5.2 Continued Public Involvement

The Town of Natick will continue public involvement in the plan maintenance process by:

- The approved/adopted plan will be posted on the Town's web site;

- The annual meeting of the LHMC to review the implementation of the Plan will be posted/advertised as a public meeting as per Town guidelines; and
- The LHMC will include the public in the preparation of the five-year Update using the same public participation process as in the development of this Update.

References

Federal/National Resources

Local Mitigation Plan Review Guide
FEMA
October 1, 2011

State Resources

2013 State Hazard Mitigation Plan, Commonwealth of Massachusetts
Massachusetts Emergency Management Agency

Municipal Vulnerability Preparedness Program
<http://www.resilientma.org>

Local/Regional Resources

Town of Natick 2030+ Comprehensive Master Plan - Draft

Open Space Plan
2012

Town of Natick, MA Land Use and Subdivision Control Regulations
With Amendments through April 18, 2001

Bylaw 9.1 Flood Plain Overlay District
Town of Natick

Article 79 Wetlands Protection Bylaw
Town of Natick

Article 79A Stormwater Management and Erosion Control Bylaw
Town of Natick

Appendix A – Maps

Location Map (1-1)

Flood Hazard Areas (2-1)

Earthquakes/Landslides (2-2)

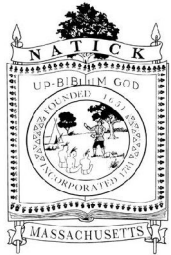
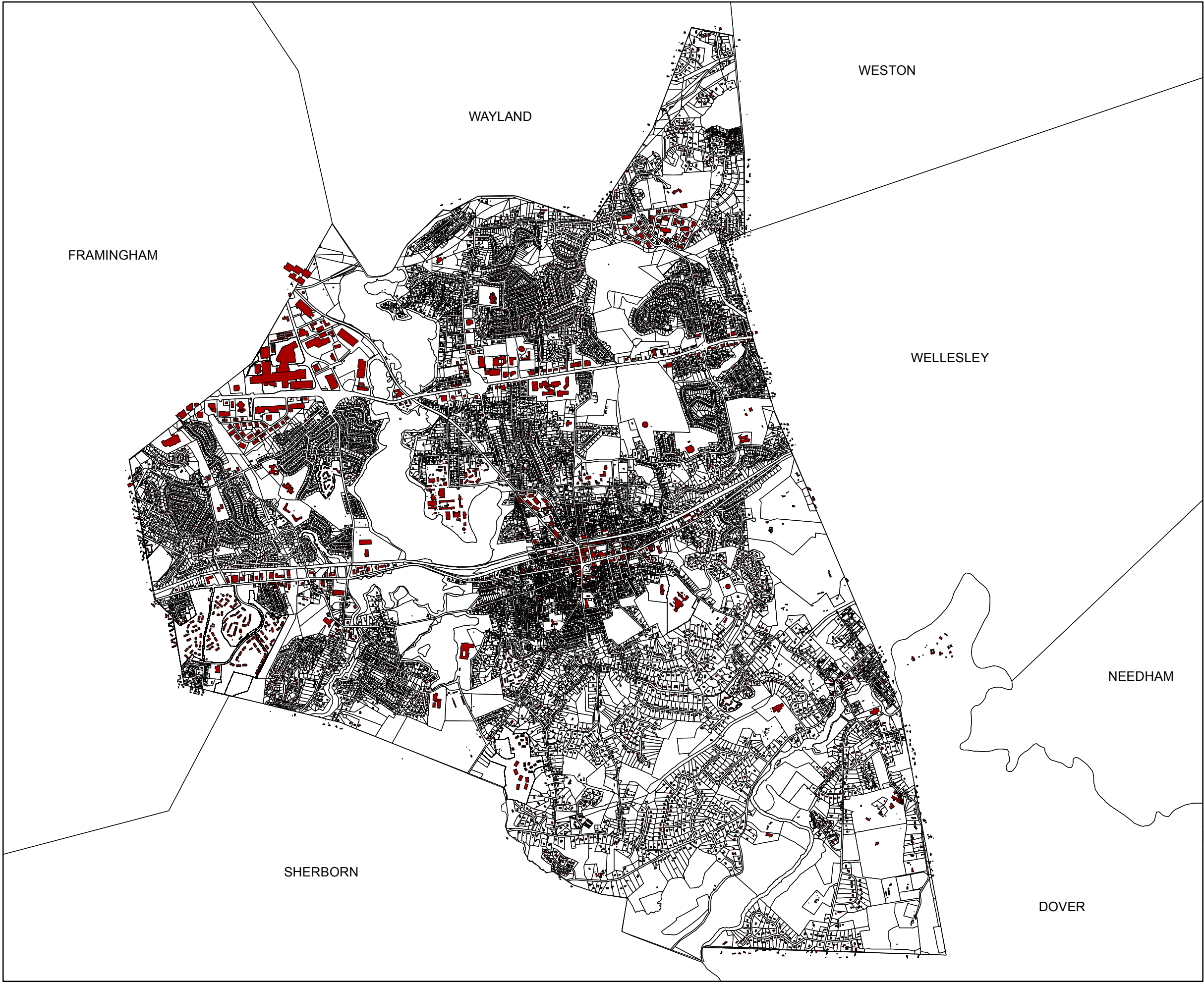
Hurricanes/Tornadoes (2-3)

Average Annual Snowfall (2-4)

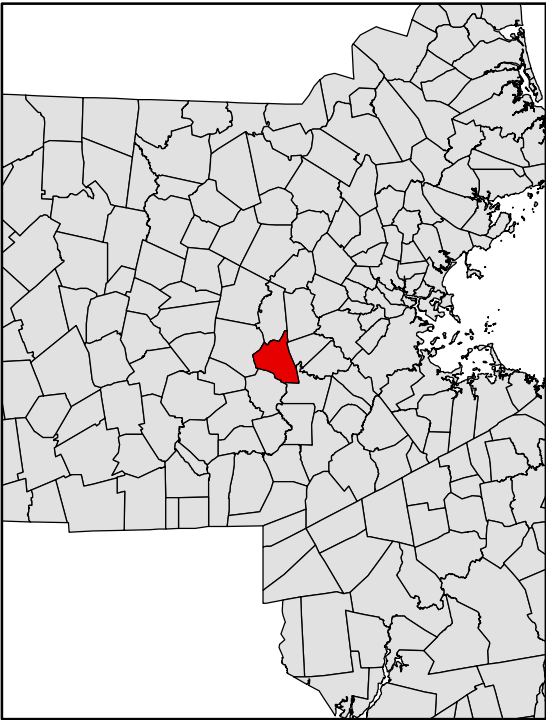
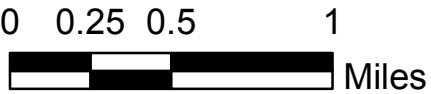
Critical Facilities (2-5)

Table A-1 Critical Facilities

Traffic Control Points/Evacuation Routes (2-6)



Town of Natick, MA



**Map 1-1
Location Map**

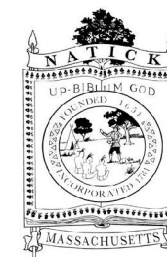
December 22, 2016 CSP
Source: MassGIS

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Town of Natick, MA

0 0.25 0.5 1
Miles



Legend

-  Repetitive Loss Area
-  Structures
-  100-Year Flood Zone
-  500-Year Flood Zone

Map 2-1 Flood Hazard Areas Map

September 19, 2017 CSP
Source: MassGIS

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FRAMINGHAM

WAYLAND

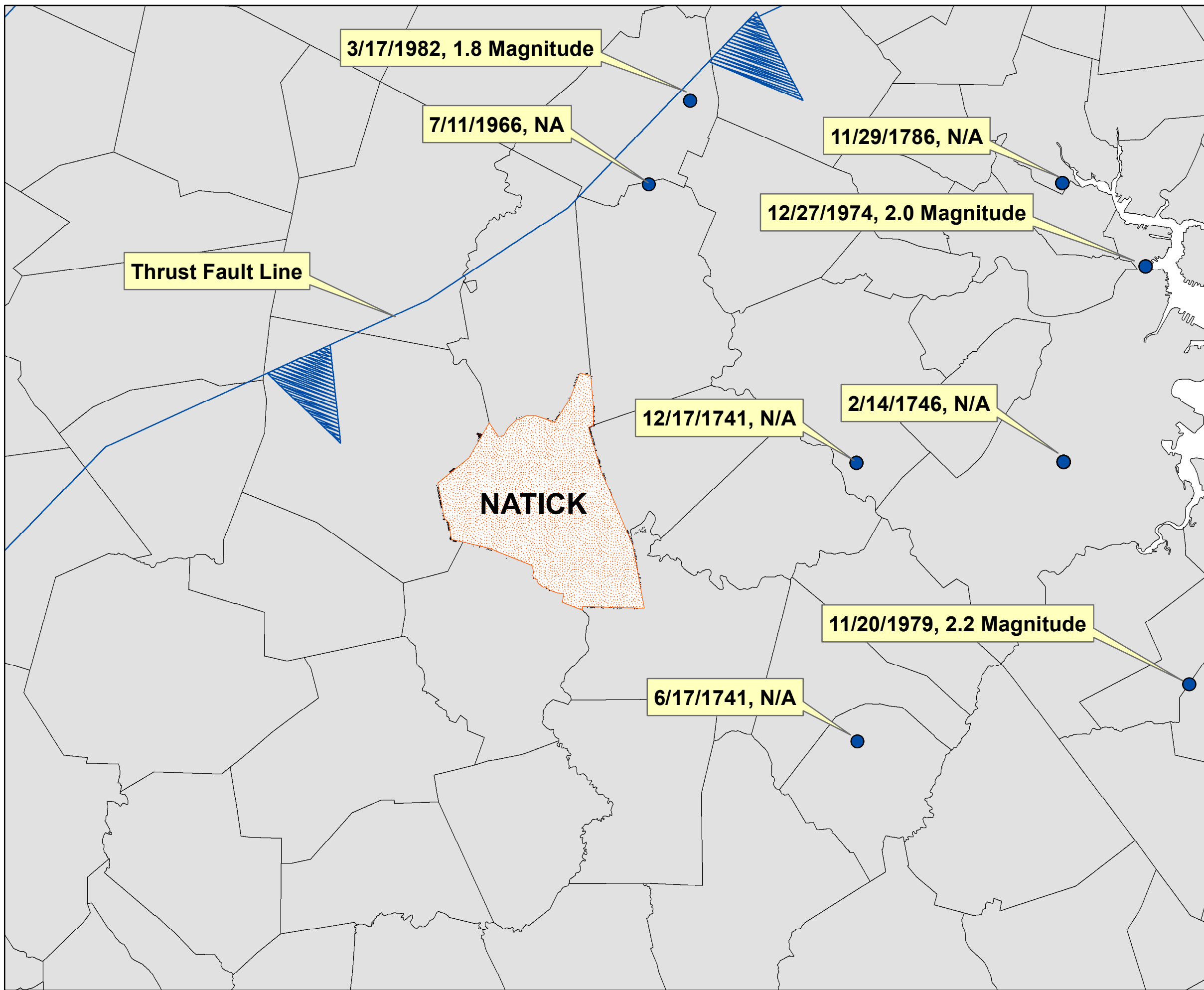
WESTON

WELLESLEY

NEEDHAM

DOVER

SHERBORN



Town of Natick, MA



Legend

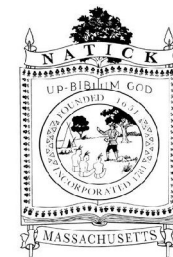
- Earthquake Points
- Fault Lines
- Landslide Incidence
Low (less than 1.5% of Area Involved)

Map 2-2 Earthquakes/Landslides Map

December 22, 2016 CSP
Source: MassGIS

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Town of Natick, MA



Legend

Average Annual Snowfall	
	36.1 - 48.0 Inches
	48.1 - 72.0 Inches

Map 2-4 Average Annual Snowfall Map

December 22, 2016 CSP
Source: MassGIS

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Town of Natick, MA

0.5 0.25 0 0.5
Miles



Legend





-  Critical Facilities
-  Structures
-  100-Year Flood Zone
-  500-Year Flood Zone

Figure 2.5
Critical Facilities Map

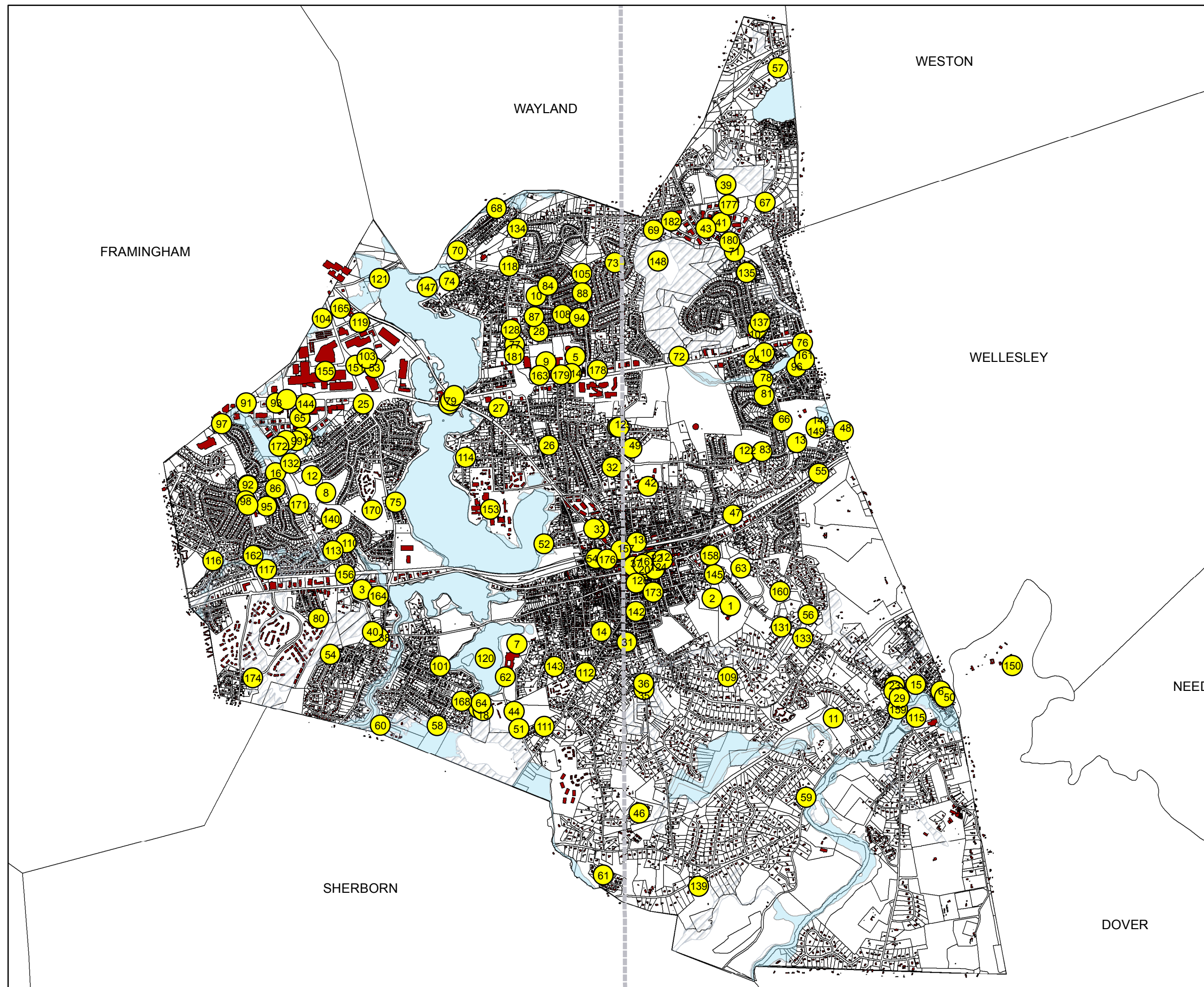
January 22, 2018 CSP
Source: MassGIS

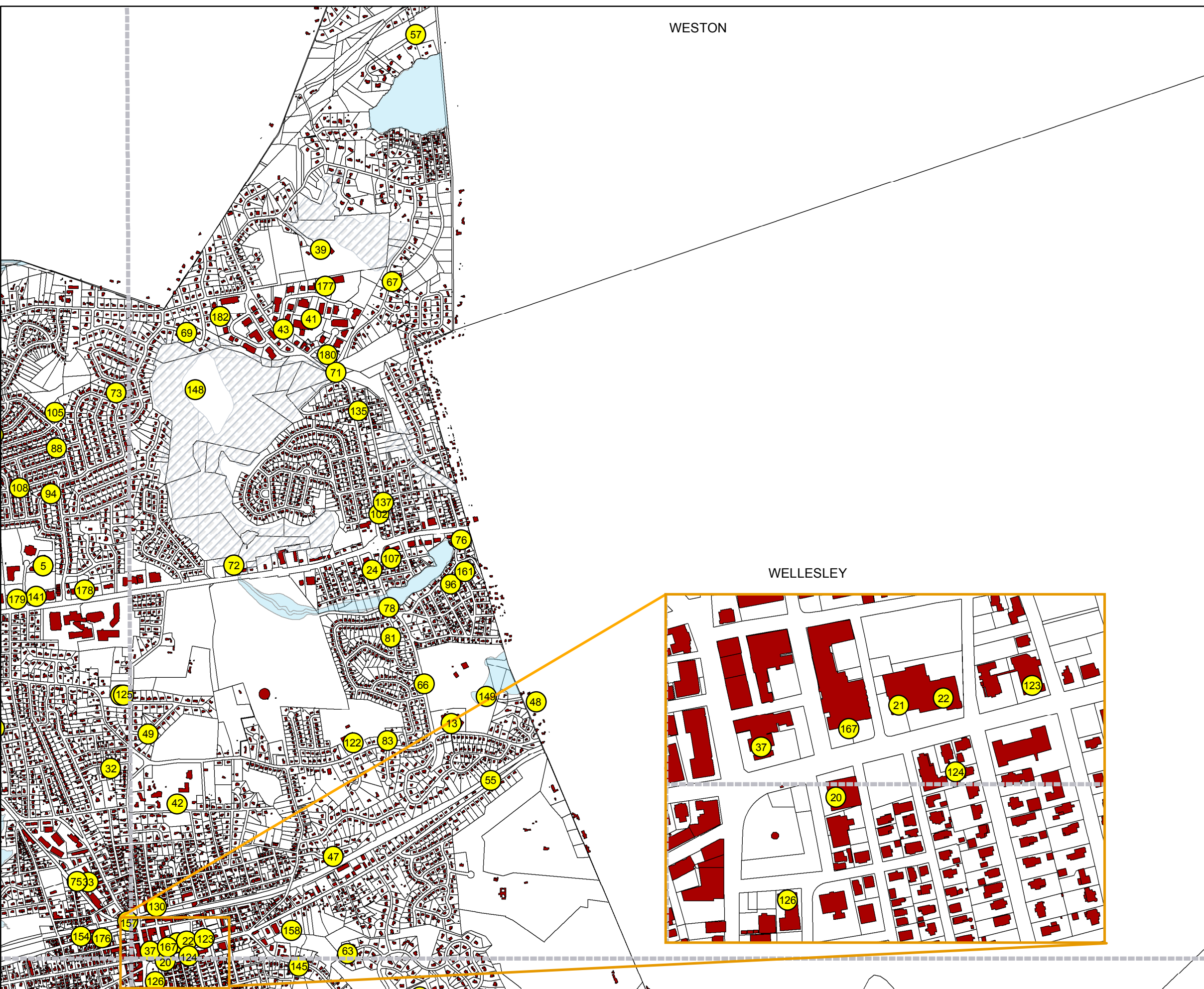
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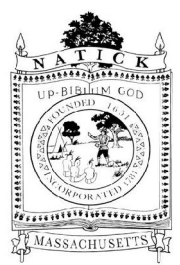
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WESTON

WELLESLEY



Town of Natick, MA



Legend





-  Critical Facilities
-  Structures
-  100-Year Flood Zone
-  500-Year Flood Zone

Figure 2.5.1
Critical Facilities Map
NE Quadrant

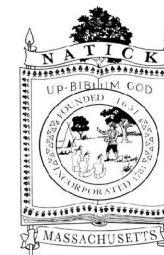
January 22, 2018 CSP
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Town of Natick, MA

0.2 0.1 0 0.2
Miles



Legend





-  Critical Facilities
-  Structures
-  100-Year Flood Zone
-  500-Year Flood Zone

Figure 2.5.2
Critical Facilities Map
NW Quadrant

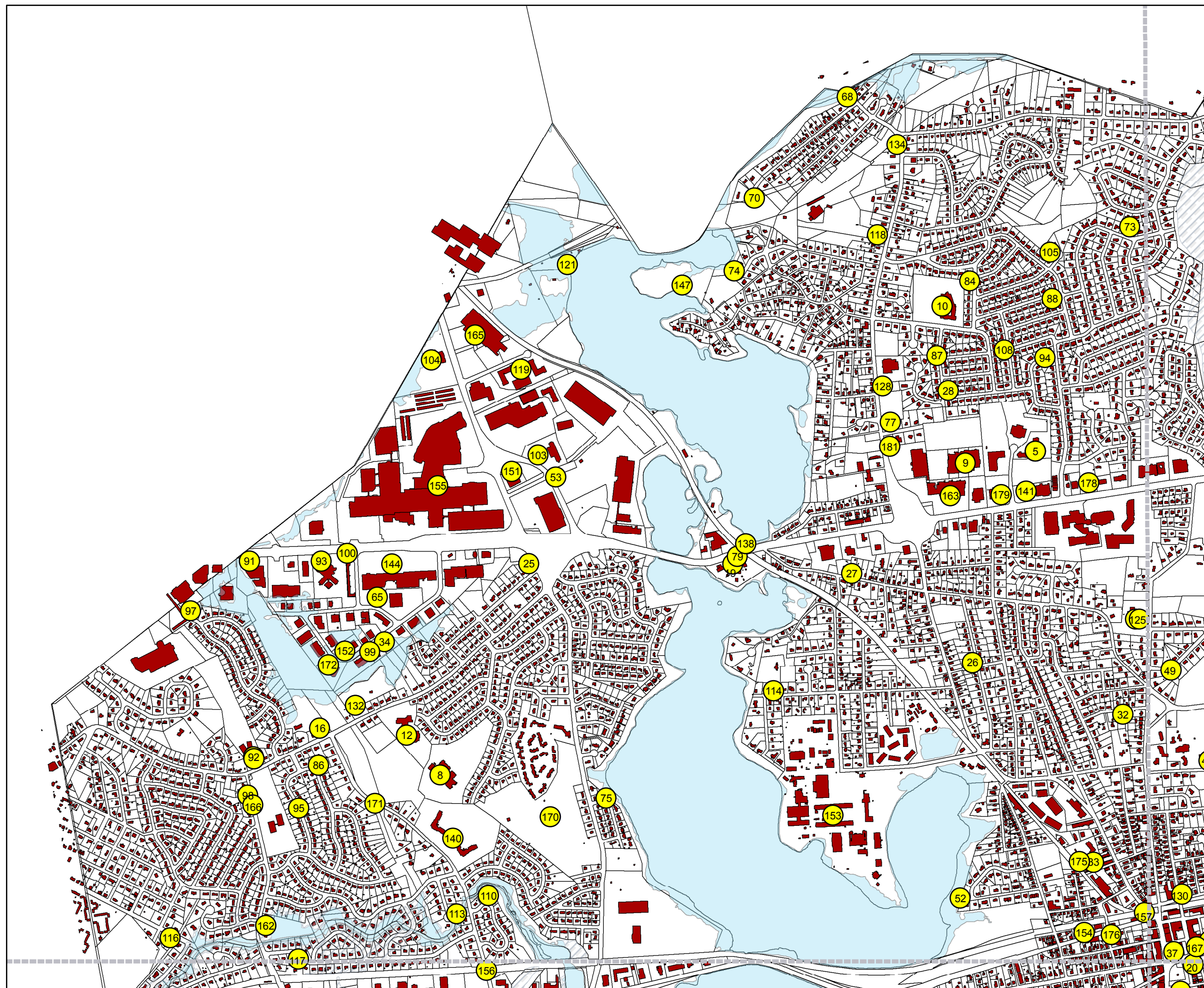
January 22, 2018 CSP
Source: MassGIS

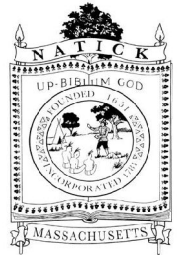
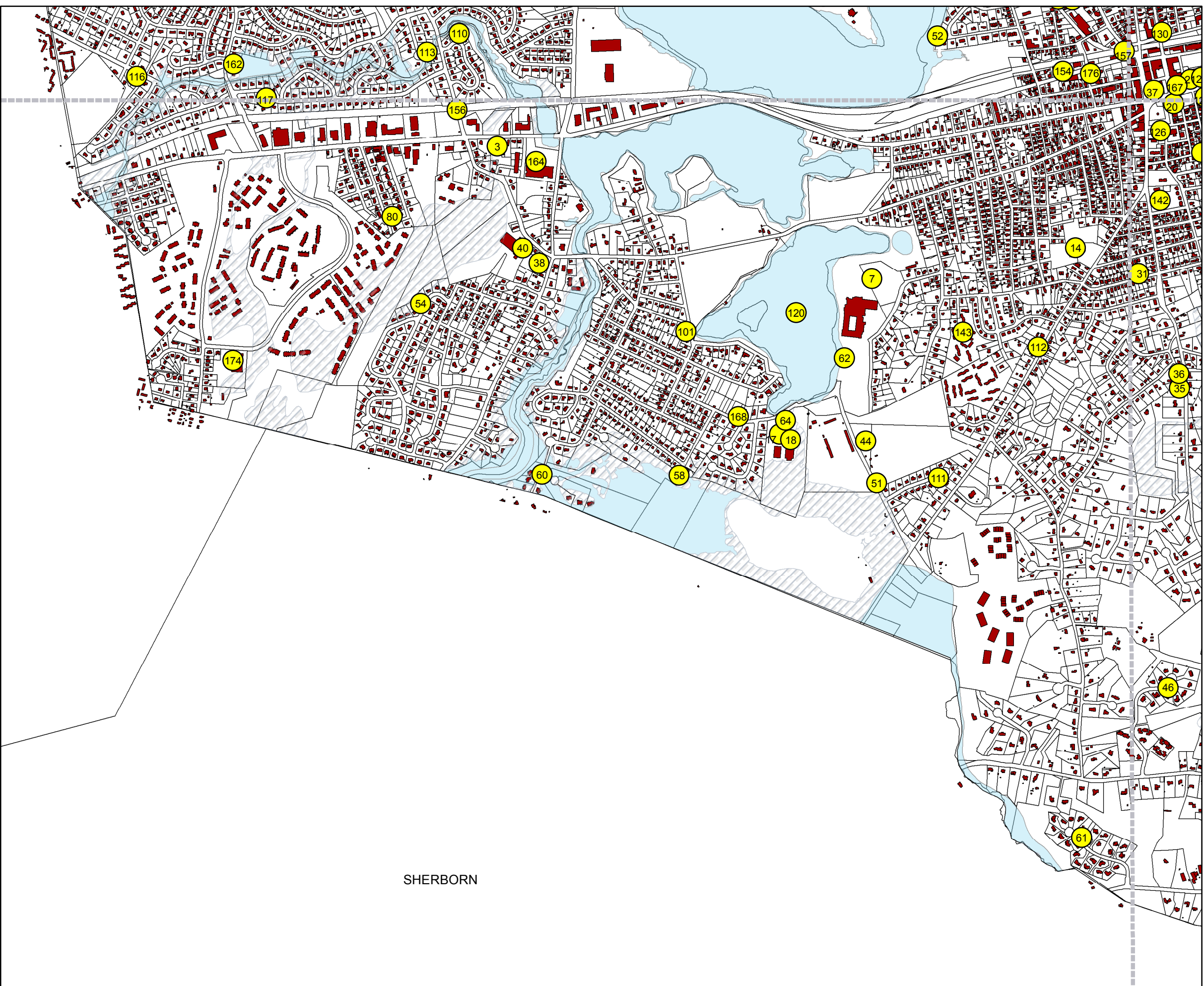
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Town of Natick, MA



Legend

- Critical Facilities
- Structures
- 100-Year Flood Zone
- 500-Year Flood Zone

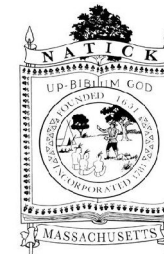
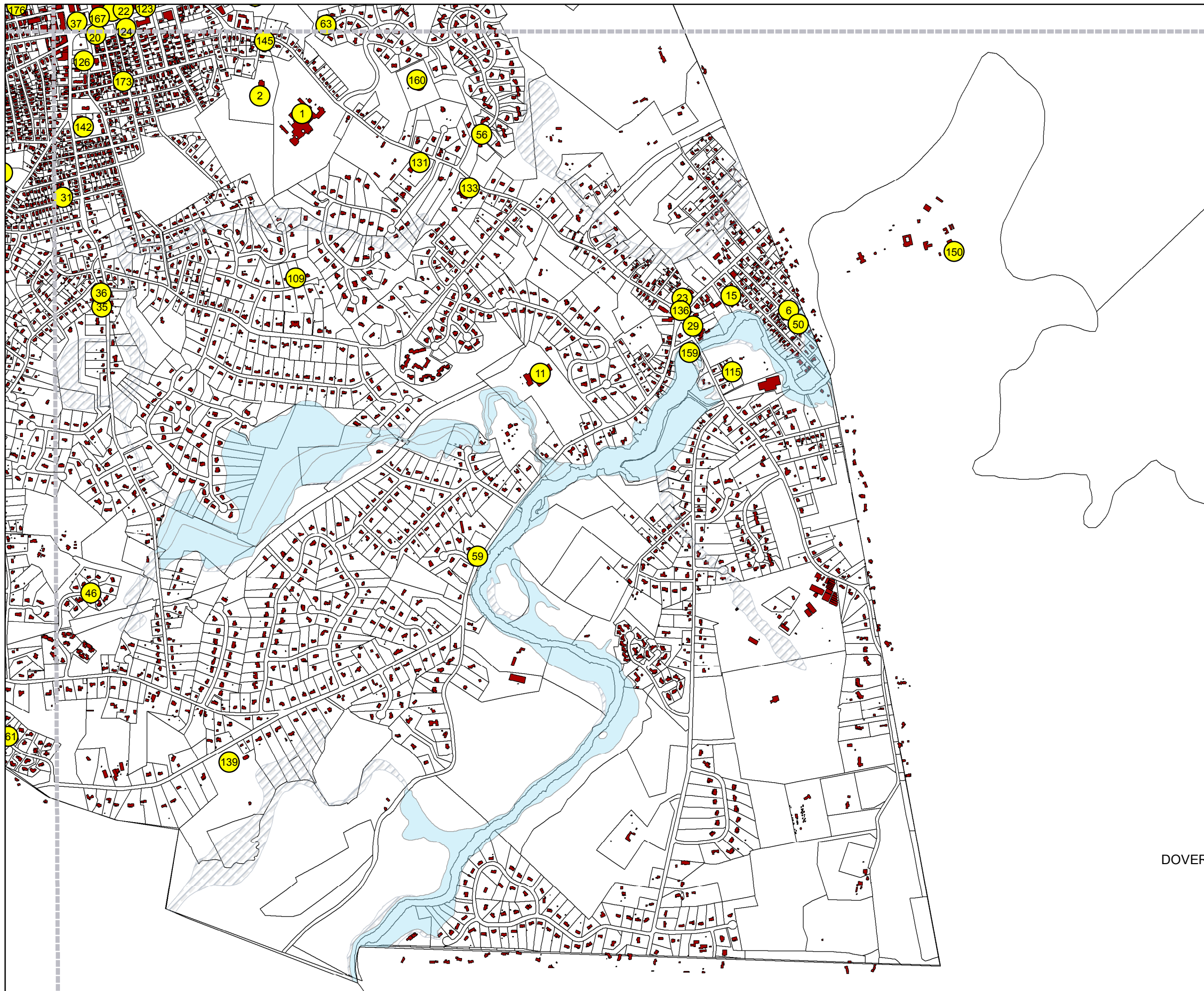
Figure 2.5.3
Critical Facilities Map
SW Quadrant

January 22, 2018 CSP
Source: MassGIS

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Town of Natick, MA

0.2 0.1 0 0.2
Miles



Legend





-  Critical Facilities
-  Structures
-  100-Year Flood Zone
-  500-Year Flood Zone

Figure 2.5.4
Critical Facilities Map
SE Quadrant

January 22, 2018 CSP
Source: MassGIS

DOVER

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Table A-1. Critical Facilities - Natick, MA

Site ID	Facility Name	Site ID	Facility Name	Site ID	Facility Name	Site ID	Facility Name
1	Metrowest Medical Center	47	Donovan Ln (Sewer Pump Station)	95	Jodi Taylor-Boudreau (in-home DC)	141	Salmon Center for Early Education
2	Mary Ann Morse Nursing and Rehab.	48	College Rd (Sewer Pump Station)	96	McGovern-Therialut, Ann Marie (in-home DC)	142	Coolidge Gardens
3	Eliot Healthcare Center	49	Deerfield Ln (Sewer Pump station)	97	Mary Pappas (in-home DC)	143	Cedar Gardens
4	Beaumont Rehab.and Nursing Center	50	Lincoln St (South Natick)	98	Chanie Fogelman (in-home DC)	144	Sherwood Plaza Shops
5	Whitney Place Assisted Living	51	Redman Village (Sewer Pump Station)	99	Zdorovie Adult Day Health Care	145	Walker, Donna Lee (in-home DC)
6	Riverbend Convalescent	52	Bellevue Rd (Sewer Pump Station)	100	Travel Lodge	147	Evergreen Wells
7	Natick High School	53	Prime Park (Sewer Pump Station)	101	Healey, Virginia (in-home DC)	148	Pine Oaks Wells
8	Kennedy Middle School	54	Pheasant Hollow (Sewer Pump Station)	102	Tatro, Nancye (in-home DC)	149	Morse's Pond Well
9	Wilson Middle School	55	E. Central St (Sewer Pump Station)	103	Hampton Inn	150	Elm Bank Treatment Plant
10	Bennett-Hemenway School	56	Algonquian Dr (Sewer Pump Station)	104	Courtyard by Marriott	151	Bright Horizons
11	Memorial School	57	Indian Rock (Sewer Pump Station)	105	Sirafos, Kerri (in-home DC)	152	Mini Miracles Children's Center
12	Brown School	58	Moore St (Sewer Pump Station)	107	Rosana Pereira (in-home DC)	153	Natick Army Systems Command Center
13	Lilja School	59	Justin Rd (Sewer Pump Station)	108	Diane Iwanicki (in-home DC)	154	Army Reserve Center
14	Johnson School	60	Course Pond (Sewer Pump Station)	109	Lisa Char-Smith (in-home DC)	155	Natick Mall
15	River Bend Day School	61	Fieldstone Ln (Sewer Pump Station)	110	Sherry Bragdan (in-home DC)	156	West Natick Train Station
16	St. Linus Church	62	Dug Pond (Sewer Pump Station)	111	Pini, Lisa A. (in-home DC)	157	Natick Center Train Station
17	West Suburban Arena	63	Hunnewell St (Sewer Pump Station)	112	Sinclair, Lynette (in-home DC)	158	Natick Community Center
18	DPW Headquarters	64	DPW/Rink	113	Paula Kelley (in-home DC)	159	Charles River Dam
19	Natick Water Treatment Plant	65	Travis Rd (Sewer Pump Station)	114	MacLellan, Lisa Ann (in-home DC)	160	Union St. Water Tank
20	Natick Town Hall	66	Pit (Sewer Pump Station)	115	Wellesley Cooperative Nursery	161	Worcester St. Water Tank
21	Natick Police Department	67	Rathbun 2 (Sewer Pump Station)	116	Julie Cohen (in-home DC)	162	Chabad Center Synagogue
22	Natick Fire Department	68	Townline (Sewer Pump Station)	117	Harvru Lee (in-home DC)	163	Stop n Shop
23	South Natick Fire Station	69	Pamela Rd (Sewer Pump Station)	118	Primrose School of Natick	164	Roche Bros.
24	East Natick Fire Station	70	Hammond Rd (Sewer Pump Station)	119	Plaent Gymnastics of Natick	165	Home Depot
25	West Natick Fire Station	71	Rathbun 1 Sewer Pump Station)	120	Dug Pond	166	Cole Recreation Center
26	Prottas, Ellen (in-home DC)	72	4 M (Sewer Pump Station)	121	Cochituate State Park	167	Natick Library
27	Blinn, Gladys (in-home DC)	73	Bradford Rd (Sewer Pump Station)	122	Jehovha's Witness Assembly Hall	168	William Chace Arena
28	Leary, Gayle (in-home DC)	74	Cypress (Sewer Pump Station)	123	St. Patrick's Church	170	Creative Adventures
29	St. Benedict School	75	Crescent St (Sewer Pump Station)	124	St. Paul's Episcopal	171	Camp Woodtrail
31	Gearheart, Catherine (in-home DC)	76	Grove Rd (Sewer Pump Station)	125	Fiske United Methodist Church	172	Little Flippers
32	Disciullo, Karen I. (in-home DC)	77	Health (Sewer Pump Station)	126	First Baptist Church in Natick	173	Sergeant Camp
33	Tir Na Nog Childcare	78	Jennings Pond (Sewer Pump Station)	127	Temple Israel of Natick	174	Energy Fitness and Gymnastics
34	The Next Generation Children's Center	79	Springvale (Sewer Pump Station)	128	Garden Gate Academy	175	MteroWest Academy
35	Tobin After School Program	80	Bright Beginnings Children's Center	130	Albanian Orthodox Church	176	Gymnastics Express
36	Tobin Children's Center	81	Elizabeth McQuade (in-home DC)	131	Christ Lutheran Church	177	Frozen Ropes
37	The Nursery School - First Congregational	83	Sandra Downer (in-home DC)	132	Hartford Presbyterian	178	Todos Dance Sudio
38	Le Petit Monde Daycare	84	Brandi McDavitt (in-home DC)	133	Christian Sciene Church	179	Chuck e Cheese
39	Brandon School	86	Kacavich, Kathy (in-home DC)	134	Church of Christ	180	Primetime Lacrosse
40	West Natick Bible Church	87	Cheryl Gigliotti (in-home DC)	135	St. Mark's Coptic Church	181	Miss Heejins Dance Studio
41	World of Smiles	88	Kristen Florentino (in-home DC)	136	Eliot Church	182	Crossroads School
42	Walnut Hill School	90	Face Children's Center	137	East Natick Methodist Church		
43	Later Longfellow Daycare	91	Monticello Inne/Suites	138	Camp Arrowhead		
44	Natick DPW	92	Judy Gordon Nursery School	139	Camp Broadmoor		
46	Hopewell Farms (Sewer Pump Station)	93	Crowne Plaza	140	Sherwood Village		

Appendix B – Public Information and Outreach

Project Webpage

Local Hazard Mitigation Committee Meeting #1: January 5, 2017

Public Workshop #1: June 15, 2017

On-Line Survey 3/14/2017 – August 15, 2017

Local Hazard Mitigation Committee Meeting #2: September 18, 2017

Local Hazard Mitigation Committee Meeting #3: December 19, 2017

Public Workshop #2: April 18, 2018

Project Webpage

Town of Natick Hazard Mitigation Plan Update

FEMA defines hazard mitigation as:

A series of actions and policies designed to reduce and/or eliminate the impacts of naturally occurring disasters on people and property.

About the Hazard Mitigation Plan Update

A hazard mitigation plan should be considered a living document that must grow and adapt, keeping pace with a community's growth and change. The Disaster Mitigation Act of 2000 (DMA) places high priority on the continuation of the planning process after the initial submittal, requiring communities to seek and receive re-approval from FEMA in order to remain eligible for assistance. The evaluation, revision and update process is also a means to create an increased institutional awareness and involvement in hazard mitigation as part of daily activities.

This Plan Update will replace the existing July 10, 2010 Hazard Mitigation Plan as a standalone document. The approach for this Update is premised on four primary methods, all geared towards meeting the requirements of the DMA 2000 Public Law 106-390, October 10, 2000:

- Planning Process—Outreach and Stakeholder Coordination
- Risk Assessment—Identifying Hazards and Estimating Losses
- Mitigation Strategy—Identifying Mitigation Actions and Implementation Strategies
- Plan Maintenance—Implementation, Evaluation and Revision/Update

Stay tuned for more information on how to get involved!

Contacts

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Horsley Witten Group, Inc.
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Providence, RI 02903
cpereira@horsleywitten.com
Phone: (401)272-1717

Local Hazard Mitigation Committee Meeting #1: January 5, 2017

Natick Hazard Mitigation Plan Update

Local Hazard Mitigation Committee Meeting

Natick Town Hall – Board of Selectman Meeting Room

75 West Street

Natick, MA 01760

January 5, 2017 1:30 PM – 3:00 PM

Agenda

1. Introductions
2. Project Coordination
 - a. Scope/Schedule
 - b. Update Layout
 - c. Data Collection
 - i. Report Card of Existing Plan
 - d. Municipal Coordination
 - i. Date for Municipal Interviews
 - e. Public Outreach
 - i. Press Release?
 - ii. Project Webpage
3. Agenda/Logistics for Public Workshop



Memorandum of Meeting

To: Victoria Parsons
CC: Natick Local Hazard Mitigation Committee
From: Craig Pereira
Date: 1/8/2017
Re: Town of Natick Hazard Mitigation Plan 2017 Update – LHMC Meeting No. 1

In attendance:
See attached sign-in sheet

The first LHMC meeting was held on January 5, 2017 at Natick Town Hall, Board of Selectman Meeting Room to discuss the Hazard Mitigation Plan Update. The following items were discussed:

- Introductions. The committee is comprised of various municipal officials.
- Scope of Work. Craig Pereira distributed the Scope of Work as a reference that further details the numerous tasks to be completed. The RFP did not require one, but it is helpful to keep the project on track.
- Timeline. Craig Pereira distributed the Timeline, with a draft deliverable to MEMA Anticipated by October 2, 2017.
- Project Web Page. Craig Pereira developed a static project web page (PDF) and coordinated with Victoria Parsons and the Town's webmaster, located here: <http://www.natickma.gov/1390/Naticks-Hazard-Mitigation-Plan-Update>. The web page includes an overview of the project, information to contact municipal staff and the project consultant, and meeting materials (PowerPoint presentations, maps, and meeting minutes).
- Hazard Mitigation Plan Update Survey. Craig Pereira will develop a draft on-line survey as another way to engage the public. The primary source will be an on-line document, with hard copies distributed around the Town, with the survey link also posted to the project website.
- Municipal Interviews. Craig Pereira will circulate a Doodle Poll request to the LHMC to request a meeting time that best suits each individual. Craig Pereira will be available in Town Hall (Victoria will identify and secure a space for interviews) for one day. Members will be asked to sign up for a 30-minute spot that day for the municipal interviews.
- Press Release. Victoria will coordinate with Jamie Errickson for local media contact within the next few weeks to announce the project kickoff, advertise for the first Public Workshop, and announce the availability of the on-line survey for residents and business owners to complete.
- Public Workshop. Victoria will coordinate a date/time/location for the first Public Workshop anticipated for the week of February 6, 2017 or shortly thereafter. It will include a brief PowerPoint presentation on hazard mitigation planning, a 'Report Out' on the mitigation actions from the 2010 Plan, and public comments from the community.
- The Mitigation Strategy from the 2010 Plan was presented. The LHMC started the process of reviewing each action item to determine if completed/not completed, carried forward/deleted. Craig Pereira further discussed FEMA's emphasis on capabilities vs. structural projects, and identified a few actions to be moved to the Capability section for the update. The remaining action items will be discussed during individual interviews with appropriate personnel.
- A series of draft Maps (Locus, Hazards and Critical Facilities) were presented for preliminary discussion. Craig will provide a set of copies to Victoria who will then post to the Town's

January 8, 2017

Google Docs site for review and vetting. The LHMC needs to confirm the list is consistent with the Town's EOP.

Table 1-1
2010 Plan Report Card (2017 Update), Natick, Massachusetts

<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
HIGH PRIORITY MITIGATION MEASURES							
Identify access to drainage system off Route 9 for survey, draining and cleaning of lines completely to prevent neighborhood flooding (2010 Plan Mitigation Action #1).	Dean Rd./Mercer Rd./Strathmore Rd.	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H and P	
Conduct improvements (concrete repairs and tree removal) to Charles River Dam (2010 Plan Mitigation Action #2A).	Charles River Dam	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter, Earthquake	Public and Private property damage; Loss of life and infrastructure	Decreased potential for dam failure; Reduced liability for private property damage; Public safety	H and P	
Develop Emergency Action Plan for Charles River Dam (2010 Plan Mitigation Action #2B).	Charles River Dam	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter, Earthquake	Public and Private property damage; Loss of life and infrastructure	Decreased potential for dam failure; Reduced liability for private property damage; Public safety	H and P	

Table 1-1
2010 Plan Report Card (2017 Update), Natick, Massachusetts

<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
Develop Maintenance Program for Charles River Dam (2010 Plan Mitigation Action #2C).	Charles River Dam	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter, Earthquake	Public and Private property damage; Loss of life and infrastructure	Decreased potential for dam failure; Reduced liability for private property damage; Public safety	H and P	
Conduct improvements/ alterations to existing stone arch bridge over Charles River (2010 Plan mitigation Action #2D).	Charles River at Pleasant Street	Public	Flooding, Wind Storm, Earthquake	Public and Private property damage; Loss of life and infrastructure	Decreased identified drainage and pavement issues; Reduced liability for private property damage; Public safety	H and P	
Upgrade older drainage pipes (2010 Plan Mitigation Action #3A).	Town-wide, although specifically West Natick	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage; Loss of life and infrastructure	Decreased identified drainage and pavement issues; Reduced liability for private property damage; Public safety	H and P	
Develop Maintenance Program for older drainage infrastructure (2010 Plan Mitigation Action #3B).	Town-wide, although specifically West Natick	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage; Loss of life and infrastructure	Decreased identified drainage and pavement issues; Reduced liability for private property damage; Public safety	H and P	

Table 1-1
2010 Plan Report Card (2017 Update), Natick, Massachusetts

<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
Upgrade drainage system record keeping system (2010 Plan Mitigation Action #4).	Town-wide	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage; Loss of life and infrastructure	Decreased identified drainage and pavement issues; Reduced liability for private property damage; Public safety	H and P	
Conduct feasibility/engineering study to earthquake-proof municipally-owned buildings (2010 Plan Mitigation Action #5).	Johnson School, Coolidge Garden, Elliot School, Court House	Public	Earthquake	Economic/social hardship; Loss of life/property	Public safety; Minimize economic/social damage; Expedited evacuation	H and P	
MEASURES TO ENSURE COMPLIANCE WITH NFIP							
Acquire prioritized open space parcels for increased flood storage/protection (2010 Plan Mitigation Action #6A).	Land on Lower Pond (intersection of Speen St./Route 135), National Guard ammunition depot, Land along Charles River (South Natick).	Private	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H and P	
Develop Open Space Management Plan for increased flood storage/protection (2010 Plan Mitigation Action #6B).	Town-wide	Public and Private	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H and P	

Table 1-1
2010 Plan Report Card (2017 Update), Natick, Massachusetts

<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
Improve GIS capacity for wetlands mapping (2010 Plan Mitigation Action #7)	Town-wide	Public and Private	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H and P	
Conduct Feasibility Study of Stormwater Utility for infrastructure upgrades and maintenance (201 Plan Mitigation Action #8).	Town-wide	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H and P	
Create a comprehensive response protocol for adverse weather events for all Town departments (2010 Plan Mitigation Action #9).	Town-wide	Public	All Hazards	Disjointed communication before, during and after events.	Improved coordination and response	H and P	
MEDIUM PRIORITY MITIGATION MEASURES							
Investigate feasibility of Town-wide communication system, including UHF, radio, web, EOC, etc. (2010 Plan Mitigation Action #10).	Town-wide	Public	All Hazards	Disjointed communication before, during and after events.	Improved coordination and response	H and P	

Table 1-1
2010 Plan Report Card (2017 Update), Natick, Massachusetts

<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
Replace culvert and discharge at railroad tracks at Highland Ave./Middle St. (2010 Plan Mitigation Action #11).	Highland Avenue/Middle Street	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H and P	
Replace culvert and develop maintenence plan at Sunkaway Area at Route 9 (2010 Plan Mitigation Action #12).	Sunkaway Area at Route 9	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H and P	
Establish drainage criteria for the review of new developments/projects at Mechanic St. Industrial Park (2010 Plan Mitigation Action #13).	Mechanic Street Industrial Park	Private	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H and P	
Establish additional mutual aid agreements for tanker truck use for increased fire-fighting capacity (2010 Plan Mitigation Action #14A).	Town-wide	Public and Private	Earthquake, Fire	Interrupted response; Private and Public property damage.	Accelerated response; Reduced liability for private property damage.	H and P	

Table 1-1
2010 Plan Report Card (2017 Update), Natick, Massachusetts

<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
Purchase additional tanker truck for increased fire-fighting capacity (2010 Plan Mitigation Action #14B).	Town-wide	Public and Private	Earthquake, Fire	Interrupted response; Private and Public property damage.	Accelerated response; Reduced liability for private property damage.	H and P	
Develop emergency backup hydrant drafting plan for increased fire-fighting capacity (2010 Plan Mitigation Action #14C).	Town-wide	Public and Private	Earthquake, Fire	Interrupted response; Private and Public property damage.	Accelerated response; Reduced liability for private property damage.	H and P	
Continue inter-municipal agreement with Framingham for the maintenance of Beaver Brook within Natick (2010 Plan Mitigation Action #15).	Beaver Brook (Burning Tree Road drainage area)	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H and P	

Table 1-1
2010 Plan Report Card (2017 Update), Natick, Massachusetts

<i>Mitigation Measure</i>	<i>Location</i>	<i>Ownership</i>	<i>Natural Hazard</i>	<i>Primary Problem/Effect</i>	<i>Mitigation Objective</i>	<i>Risk H- Historical P- Potential</i>	<i>2017 Status</i>
LOW PRIORITY MITIGATION MEASURES							
Continue maintenance of Windsor St. at DPW Yard culvert (2010 Plan Mitigation Action #16).	DPW Yard at Windsor Street	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter	Public and Private property damage.	Decreased potential for neighborhood flooding; Reduced liability for private property damage; Public safety	H and P	
Conduct improvements to Jennings Pond Dam (2010 Plan Mitigation Action #17A).	Jennings Pond Dam	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter, Earthquake	Public and Private property damage; Loss of life and infrastructure	Decreased potential for dam failure; Reduced liability for private property damage; Public safety	H and P	
Develop Maintenance Program for the Jennings Pond Dam (2010 Plan Mitigation Action #17B).	Jennings Pond Dam	Public	Flooding, Wind Storm, Hurricane, Ice/Snow Storm, Nor' easter, Earthquake	Public and Private property damage; Loss of life and infrastructure	Decreased potential for dam failure; Reduced liability for private property damage; Public safety	H and P	
Coordinate with Regional Emergency Planning Committee (REPC) to implement regional depot for emergency and operational equipment storage (2010 Plan Mitigation Action #18).	Town-wide	Public	All Hazards	Interrupted response; Private and Public property damage.	Improved coordination and response	H and P	

Task 1: Build the Planning Team/Update and Document Planning Process	Oct. 26, 2016 – Jan. 6, 2017
<i>Kick off Meeting with Consultant and Town Staff</i> <i>Meeting #1 - Hazard Mitigation Plan Committee (HMPC)</i> <ul style="list-style-type: none"> - Project Webpage (Municipal Website) - Report Card (Implementation of Existing Plan) - Data Collection 	October 26, 2016 January 5, 2017
Task 2: Identify Changes to the Plan	January 9 – Feb. 10, 2017
<ul style="list-style-type: none"> - Complete Report Card (Implementation of Existing Plan) <i>Coordination with Town Departments/Personnel</i> <i>Public Workshop #1</i>	Week of January 16, 2017 Week of February 6, 2017
Task 3: Improve Risk Assessment	February 13 – March 3, 2017
<ul style="list-style-type: none"> - Hazard Identification - Hazard Event Profile 	
Task 4: GIS Mapping	March 6 – 17, 2017
<ul style="list-style-type: none"> - Development of Risk/Critical Facilities/Evacuation Route - Mapping 	
Task 5: Hazard Vulnerability Assessment	March 20 – April 14, 2017
<ul style="list-style-type: none"> - Risk Assessment/Loss Estimation 	
Task 6: Develop Goals and Objectives	April 17 – May 12, 2017
<i>Meeting #2 - Hazard Mitigation Plan Committee (HMPC)</i> <ul style="list-style-type: none"> - Mitigation Recommendations - Review Goals and Objectives 	Week of April 24, 2017
Task 7: Analyze Existing/Research New Strategies	May 15 – June 2, 2017
<ul style="list-style-type: none"> - Plans, Policies and Problems Examination - Identification of Resources 	
Task 8: Develop Comprehensive Range of Actions and Projects	June 5 – 30, 2017
<i>Meeting #3 - Hazard Mitigation Plan Committee (HMPC)</i> <ul style="list-style-type: none"> - Refine Goals and Objectives - Cost Benefit Review/Prioritization 	Week of June 12, 2017
Task 9: Update Plan Maintenance/Implementation	July 3 – 7, 2017
<ul style="list-style-type: none"> - Mitigation Action Plan 	
Task 10: Review, Revision, Approval and Adoption of Plan	July 10 – October 2, 2017
<i>Meeting #4 - Hazard Mitigation Plan Committee (HMPC)</i> <i>Draft Deliverable to Town Staff</i> Public Comment Period <i>Public Workshop #2/Public Hearing</i> <i>Final Deliverable to MEMA, then FEMA</i>	Week of July 17, 2017 Week of July 31, 2017 August 1 – 31, 2017 Week of September 11, 2017 <i>By October 2, 2017</i>

Sign in Sheet

January 5, 2017 1:30 PM - 3:00 PM

[illegible]

Public Workshop #1: June 15, 2017



Town of Natick, MA Hazard Mitigation Plan Update

Public Workshop

June 15, 2017 7:00—7:30 PM

Natick Town Hall

Board of Selectman's Meeting Room, 2nd Floor

13 East Central Street

Natick, MA 01760

Come learn what the Town has accomplished
and hear about planning for the future.

About the Hazard Mitigation Plan Update

The Town of Natick is currently updating the July 2010 Hazard Mitigation Plan. This plan is important because it helps the Town plan and receive funding for projects that reduce the risk of injury or damage to property from future natural hazard events such as flooding and hurricanes. The Disaster Mitigation Act of 2000 (DMA) places high priority on the continuation of the planning process after the initial submittal, requiring communities to seek and receive re-approval from FEMA in order to remain eligible for assistance.

An online Community Survey is now available at:

<https://www.surveymonkey.com/r/NatickMAHazardMitigationPlanUpdate>

For more information, or to request to review of copy of the 2010 Hazard Mitigation Plan, please visit:
<http://www.natickma.gov/1390/Naticks-Hazard-Mitigation-Plan-Update>

Contacts

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vparkers@natickma.org
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cpereira@horsleywitten.com
Phone: (401) 272-1717





TOWN OF NATICK MEETING NOTICE

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 30A, §§ 18-25

Town Hall
Selectmen's Meeting Room 2nd Floor

Thursday, June 15, 2017
7:00 pm

NATICK CONSERVATION COMMISSION

7:00 General Business Discussion

- Hazard Mitigation Plan Update Presentation
- Miscellaneous Concerns

7:30 Certificate of Compliance – 46 Union Street – 233-730

7:40 Notice of Intent – 96 Speen Street

7:50 Request for Determination – 47 Wellesley Road Extension

8:00 Request for Determination – 112 West Central Street

8:05 166 & 172 Cottage – drainage

8:15 Notice of Intent – 3 Autumn Lane

8:25 Emergency Certification- 133 West Central Street

8:35 Notice of Intent continuation – Deerfield Forest Condominium – 1 Walden Drive

Invoices

Brian Colleran \$701 – Conservation Seminars

Minutes

March 16th

April 6th

April 20th

May 10th

May 17th

Natick Hazard Mitigation Plan Update

Public Workshop

Natick Town Hall – Board of Selectmen’s Meeting Room, 2nd Floor
13 East Central Street
Natick, MA 01760
June 15, 2017 7:00 PM

Agenda

1. Overview – Victoria Parsons
2. Why Hazard Mitigation Planning
 - a. Mitigation Process
 - b. Mitigation Goals
 - c. Mitigation Measures
3. 2010 Plan Report Card
4. Questions/Comments
5. Map Exercise

Town of Natick, MA Hazard Mitigation Plan 2010 - Update

Public Workshop

June 15, 2017

7:00 pm

Natick Town Hall

Board of Selectmen's Meeting Room – 2nd Floor

Horsley Witten Group



Why Hazard Mitigation Planning?

Disaster Mitigation Act of 2000, Interim Final Rule, 44 CFR Parts 201 and 206 states, “All communities must have an approved Multiple Hazards Mitigation Plan in order to qualify for future federal disaster mitigation grants”.

Reduction or elimination of long-term risk to life, property, and the environment.



Natick Local Hazard Mitigation Committee

- James Errickson, Director Community and Economic Development
- Victoria Parsons, Conservation Agent/Planner
- Jeremy Marsette, Director Public Works
- Mark Coviello, Town Engineer
- John Digiacomio, Assistant Town Engineer
- James Hicks, Police Chief
- Brian Lauzon, Police Lieutenant/Executive Officer
- Richard White, Fire Chief
- James White, Director Public Health
- Craig Pereira, Consultant – Horsley Witten Group, Inc.



Mitigation Process

- **Assess Risks**
- Establish Goals
- Identify Projects/Actions
- Update/Maintain Plan



Assess Risks...

Risk and Vulnerability Assessment

Natural Hazard:

“Any event or physical condition that has the potential to cause fatalities, injuries, property damage, infrastructure damage, and agricultural loss, damage to the environment, interruption of business, or other types of harm and/or loss”.



Hazards Affecting Natick (2010 Plan)

- Flood Related

- Estimated 200 acres of land area subject to flooding, largest areas associated with:

- Northeast corner of Town (Sunkaway wetlands)

- Lincoln and Water Streets

- Burning Tree Road

- South Main Street (Rockwood/Elmwood)

- Liberty

- Dam Failure... Charles River Dam and Jennings Pond Dam

- Winter Related

- Severe Winter Storms... Heavy snow and winter storms continue to increase in frequency and severity. Power outages are a primary concern.



Hazards Affecting Natick (2010 Plan)

- Wind Related

- Hurricanes...Flooding, downed trees, power outages.
- Tornadoes...the risk of tornado is minimal, yet real.
- High Winds...strong winds can create debris problems including downed power lines.

- Geologic Related

- Earthquakes...Town is susceptible, but unlikely to occur.

- Fire Related

- Brush fires
 - Coolidge Hill
 - Town Forest

Hazards affecting Natick will be updated to include climate change.

Horsley Witten Group



Hazard Index (2017 Update)

The Local Hazard Mitigation Committee (LHMC) will be evaluating each of the hazards affecting Natick to establish a **Hazard Index** – the natural hazards posing the most risk to the community, based on historical frequency and severity. To date, the top three hazards include:

- Heavy Rains/Flooding
- Nor'easter/Snowstorms
- Wind Events



Assess Risks...

Risk and Vulnerability Assessment

Identification of Assets

- **Economic Assets**

- Businesses/major employers
- Tourist destinations

- **Social Assets**

- Vulnerable populations
- Cultural locations

- **Natural Resources**

- Lifeline and utility systems
- Wetlands
- Conservation and recreation lands



Assess Risks...

Risk and Vulnerability Assessment

Identification of Assets

- **Essential Buildings and Critical Facilities**

- Municipal buildings
- Hazardous facilities
- Roadways



Mitigation Process

- Assess Risks
- Establish Goals**
- Identify Projects/Actions
- Update/Maintain Plan



Establish Goals...

Mitigation Strategy

Review Existing Hazard Mitigation Activities:

- Coordination with local business community
- Coordination with neighboring communities
- Comprehensive Emergency Management Plan
- Flood Hazard Development Permit/Standards
- Land Development & Subdivision Control Regulations



Establish Goals...

Mitigation Goal

2010 Plan Goals...

1. Prevent and reduce the loss of life, injury, public health impacts and property damages resulting from all major natural hazards.
2. Identify and seek funding for measures to mitigate or eliminate each known significant flood hazard area.
3. Integrate hazard mitigation planning as an integral factor in all relevant municipal departments, committees and boards.



Establish Goals...

Mitigation Goal

2010 Plan Goals...

4. Prevent and reduce the damage to public infrastructure resulting from all hazards.
5. Encourage the business community, major institutions and non-profits to work with the Town to develop, review and implement the hazard mitigation plan.
6. Work with surrounding communities, state, regional and federal agencies to ensure regional cooperation and solutions for hazards affecting multiple communities.



Establish Goals...

Mitigation Goal

2010 Plan Goals...

7. Ensure that future development meets federal, state and local standards for preventing and reducing the impacts of natural hazards.
8. Take maximum advantage of resources from FEMA and MEMA to educate Town staff and the public about hazard mitigation.



Establish Goals...

Mitigation Measures

- Planning and Prevention
- Property Protection
- Natural Resource Protection
- Structural Projects
- Emergency Services, and
- Public Education and Awareness

* Proposed approach to reconfigure the format/layout of the updated plan.



Mitigation Process

- Assess Risks
- Establish Goals
- **Identify Projects/Actions**
- Update/Maintain Plan



Identify Projects/Actions...

Identification of Mitigation Actions

Mitigation actions to be developed based on review of the Town's identified risks and vulnerabilities to natural hazards.

Each action incorporates a brief description of the intended action, who the responsible parties are, a proposed time frame for completion and potential funding sources.



Identify Projects/Actions...

Prioritization of Actions

- Social
- Technical
- Administrative
- Political
- Legal
- Economic
- Environmental



Identify Projects/Actions... Implementation

- Town Capability
- Plan Adoption/Incorporation into Existing Plans



Mitigation Process

- Assess Risks
- Establish Goals
- Identify Projects/Actions
- **Update/Maintain Plan**



Update/Maintain Plan...

- Maintain periodically, recommended annually
- Update every 5 years per DMA 2000



2010 Plan Report Card

High Priority Mitigation Measures

Action 1 - Identify access to drainage system off Route 9 for survey, draining and cleaning of lines to prevent neighborhood flooding.

Dean Rd./Mercer Rd./Strathmore Rd. Drainage...partially cleaned by Mass Mosquito but access problems to older drainage pipes have prevented a full cleaning.

...Ongoing. Periodic cleaning required after significant storm events.

Action 2a - Conduct improvements to Charles River Dam

Classified as a high-hazard structure due to downstream impacts, requires minor repairs to concrete sections of the dam, as well as some tree removal.

... Ongoing. Conditions/Assessment inspections required.

Action 2b – Develop Emergency Action Plan for Charles River Dam

State requires Emergency Action Plans (EAPs) for high and significant hazard dams. EAP was updated in 2016.

...Completed



2010 Plan Report Card

High Priority Mitigation Measures

Action 2c – Develop maintenance program for Charles River Dam

As part of the EAP requirement, a formal Operations and Maintenance Plan is required.

...Not Completed.

Action 2d – Conduct improvements/alterations to existing stone arch bridge over Charles River

Noted deficiencies from state bridge inspections, to improve roadway safety concerns, including drainage and pavement issues, and improve traffic safety.

...In Progress. Design plans completed in 2016, construction scheduled to start Spring 2017 with completion expected by fall 2017.

Action 3a – Upgrade older drainage pipes.

Many of the drainage pipes in the older sections of Natick, particularly West Natick, are at least 50 years old and need upgrading.

...Ongoing. Typically completed in conjunction with 5-Year Roadway Improvements Plan



2010 Plan Report Card

High Priority Mitigation Measures

Action 3b – Develop maintenance program for older drainage infrastructure

Most of the flooding problems encountered by the Town are created by pipes, outfalls and other drainage structures that need to be cleaned. Silt and debris left in the pipes from large storm events, inhibits adequate drainage.

...Not Completed. Maintenance and work order system to be developed as part of new MS4 permit (effective July 2017)

Action 4 – Upgrade drainage system record keeping system

Town now uses GIS to track the location of drainage catch basins and outfalls...Town would like to acquire software to allow tracking of cleaning, maintenance and 'hot spot' trouble areas with the system.

...Not Completed. To be developed as part of new MS4 permit.

Action 5 – Conduct feasibility/engineering study to earthquake-proof municipally-owned buildings

Several older municipal buildings are constructed of unreinforced masonry, including the Johnson School, the Coolidge Garden elder housing building, the Eliot School and the Court House.

... Not Completed.

Horsley Witten Group



2010 Plan Report Card

Measures to Ensure Compliance with NFIP

Action 6a – Acquire prioritized open space parcels for increased flood storage/protection

Natick has not targeted the acquisition of open space parcels solely on flood protection purposes, yet flood storage may be an important feature of conserved land.

...Not Completed.

Action 6b – Develop Open Space Management Plan for increased flood storage/protection

Creating an Open Space Management Plan may provide additional capacity to acquire and protect open space, and indirectly, increase its natural hazard mitigation capacity.

...Not Completed.

Action 7 – Improve GIS capacity for wetlands mapping

Wetlands are key to helping contain, infiltrate and release stormwater in flooding situations. The Town seeks to upgrade its GIS wetlands capacity.

... Ongoing. Mapping is updated as development/redevelopment applications are submitted with survey data between Conservation Agent and DPW GIS Coordinator.

Horsley Witten Group



2010 Plan Report Card

Measures to Ensure Compliance with NFIP

Action 8 – Conduct feasibility study of Stormwater Utility for infrastructure upgrades and maintenance

Study feasibility of establishing Stormwater Utility to provide a reliable, long-term source of funding for both the upgrading of drainage infrastructure and to increase preventative stormwater practices and education.

...In Progress. Town Meeting approved funds to conduct study. To commence after new MS4 Stormwater Plan and Notice of Intent are filed.

Action 9 – Create a comprehensive response protocol for adverse weather events for all Town departments

The Town seeks to increase overall coordination, response and preparedness to the threat of large storms through outreach on flood preparation awareness and coordination between municipal departments.

...Ongoing.



2010 Plan Report Card

Medium Priority Mitigation Measures

Action 10 – Investigate feasibility of Town-wide communication system, including UHF, radio, web, EOC, etc.

System could be used for town-wide emergencies or town-wide events.

... Completed. Town has Code Red System, social media, town website, and traditional media in place.

Action 11 – Replace culvert and discharge at railroad tracks at Highland Ave./Middle St.

The culvert at this location is undersized, and includes problems where it discharges

... In Progress. Funds have been approved to complete a Drainage Master Plan for this area, and will serve as final design and construction project, included in Capital Improvement Plan.

Action 12 – Replace culvert and develop maintenance plan at Sunkaway Area at Route 9

The culvert at this location is undersized and backs up. Coordination with Mass Mosquito is required.

... Not Completed. Under MassDOT purview...coordinate with the State.



2010 Plan Report Card

Medium Priority Mitigation Measures

Action 13 – Establish drainage criteria for the review of developments/projects at Mechanic St. Industrial Park

Improvements were necessary for further development of the site.

... Completed in 2015

Action 14a – Establish additional mutual aid agreements for tanker truck use for increased fire-fighting capacity

100% of Natick is served by fire hydrants which may be compromised during an earthquake (water lines/hydrant feeds).

... Completed. Mutual Aid Agreements maintained with Framingham and Wellesley.

Action 14b – Purchase additional tanker truck for increased fire-fighting capacity

Capacity is adequate for the entire town.

... Completed. Capacity is adequate.



2010 Plan Report Card

Medium Priority Mitigation Measures

Action 13 – Establish drainage criteria for the review of developments/projects at Mechanic St. Industrial Park

Improvements were necessary for further development of the site.

... Completed in 2015

Action 14a – Establish additional mutual aid agreements for tanker truck use for increased fire-fighting capacity

100% of Natick is served by fire hydrants which may be compromised during an earthquake (water lines/hydrant feeds).

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Action 14b – Purchase additional tanker truck for increased fire-fighting capacity

Capacity is adequate for the entire town.

... Completed. Capacity is adequate.



2010 Plan Report Card

Medium Priority Mitigation Measures

Action 14c – Develop emergency hydrant drafting plan for increased fire-fighting capacity

The Town can draft from any surface water supply.

... **Completed. Capacity is adequate.**

Action 15 – Continue inter-municipal agreement with Framingham for the maintenance of Beaver Brook within Natick

The Town of Framingham is responsible for maintaining Beaver Brook, including sections located within Natick. Routine cleaning/maintenance has resulted in improved drainage conditions.

... **Ongoing.**



2010 Plan Report Card

Low Priority Mitigation Measures

Action 16 – Continue maintenance of Windsor St. at DPW Yard culvert

Culvert requires periodic cleaning/maintenance.

... **Ongoing.**

Action 17a – Conduct improvements to Jennings Pond Dam

Considered a low hazard structure. Improvements included in Capital Improvement Plan.

... **Ongoing.**

Action 17b – Develop maintenance program for the Jennings Pond Dam

Formal Operations and Maintenance Plan will be developed as part of the Capital Improvement Plan project.

... **Ongoing.**

Action 18 – Coordinate with Regional Emergency Planning Committee (REPC) to implement regional depot for emergency and operational equipment storage

N/A.

... **Completed.**

Horsley Witten Group



Project Schedule

Draft Update available for public comment – **August 1st**

Draft Update to MEMA – **fall 2017 (October)**



Sign in Sheet

June 15, 2017 7:00: PM

[illegible]

Contact Us...

If you have general questions and/or comments about the Hazard Mitigation Plan Update, please contact:

Victoria Parsons – Conservation Agent/Planner
Town of Natick
13 E. Central Street
Natick, MA 01760
vparsons@natickma.org
Phone: (508) 647-6452

Craig Pereira—Project Manager
Horsley Witten Group
55 Dorrance Street, Suite 403
Providence, RI 02903
cpereira@horsleywitten.com
Phone: (401) 272-1717

On-line Survey available at:

<https://www.surveymonkey.com/r/NatickMAHazardMitigationPlanUpdate>

Thank You!

Natick Conservation Commission
June 15, 2017

The Meeting was called to order at 7:00 by Chairman, Matthew Gardner. Members present: Doug Shepard, George Bain, Mike Downey, Brian Collieran, Jeff Richards

Discussion

Hazard Mitigation Plan – Update presentation

Craig Pereira, Project Manager, from Horsley Witten Group, gave update of Hazard Mitigation Plan to be eligible for federal disaster funds. Mitigation process. Natick will be part of a Regional program.

Mr. Pereira identified assets, social assets, natural resources, essential building and critical facilities. He reviewed the 2010 goals for Mitigation Plan and suggested they be reduced, not so detailed.

For structural projects the town would be looking for disaster relief funds to repair. There are small funds from state and federal government. There is a permitted list and Mr. Pereira will work with Victoria Parsons to update. The draft update is due by August, the update to MEMA is due October 2017.

Drinking water was not mentioned as the town is not on MWRA.

Pine Hills

Mike Linehan has concerns with Winter and Oak Street – Pine Hills. The property was purchased as access space to Pine Hills, but has not been differentiated. One neighbor's mail box is on town land. Abutters have been notified that town owns property and eventually there will be a plan put together. It's been surveyed and people are aware. When Pickerel Pond is completed, Commission will address this property.

Certificate of Compliance – 46 Union Street

An 8 ft addition and attached two car garage was constructed. Built as designed, but applicant didn't provide an "as built" plan. Victoria Parsons visited the site and the proposed plan looks accurate without walking with a measuring tape.

Matthew Gardner didn't disagree, but explained the purpose of an As Built Plan. There are setbacks that should be shown, as well as the retaining walls and grading proposed matches.

Homeowner will have an As Built Plan made.

Mr. Gardner asked for a motion to continue to July 20th, Mr. Bain moved, Mr. Shepard seconded, all in favor 6-0.

Notice of Intent – 96 Speen Street

Matthew Gardner read public hearing notice. Chris D'Antonio, developer, reviewed the proposal to demolish house and pool and build a single family house. It's a pre-existing, nonconforming house and lot. The majority of site is in buffer zone. The new small colonial house will conform and will be outside of No Build area. Reducing impervious area. Will replace existing fence and clear debris, which is not on property.

Currently, does not have a landscape plan. Will grass rear and install low plants and landscape beds in front.

Dr. Wang does not recommend dry wells. Stormwater volumes will be 40% less than present. Victoria Parsons recommended removing debris by hand. There is one tree that will try to be saved, but will need to remove two limbs due to proximity of house. An Arborist will determine. Mr. Gardner asked that protection be in place if the tree can be saved.

Any soil piles from excavation will be stored in rear and front. Will install silt fencing in between and leave a 4-6 inch courtesy gap under fence by wetland.

Mr. Gardner asked for a motion to close. Doug Shepard moved, Jeff Richards seconded, all in favor 6-0.

Mr. Gardner asked for a motion to issue the standard Order of Conditions as written,

1. Courtesy gap fence
2. Fence with chipped based erosion barrier
3. Tree preserved if arborist deems possible, then appropriate soil protection needs to be put in place
4. No planting around back edge of fence

George Bain moved, Brian Colleran seconded, all in favor 6-0.

Request for Determination – 47 Wellesley Road Extension

Matthew Gardner read public hearing notice. The proposal is to remove trees in the rear. 6-7 trees are over 100 ft tall. All pines; one Oak. The trees sway and branches fall over fence and trees are capable of splitting. Homeowner showed pictures on laptop. Most of the trees are along/in front of wetland bounds. Six trees and an additional seventh (not marked on map).

Mike Downey would like to see pruned if possible. Other landscapers said not to prune pines as it will destabilize them. Stumps shall remain on all trees.

Mr. Gardner asked for a motion to close, Doug Shepard moved, George Bain seconded, all in favor 6-0.

Mr. Downey asked applicant to make sure all trees to be removed are on his property.

Mr. Gardner asked for a motion to issue a Negative 3 Determination, Doug Shepard moved, George Bain seconded, all in favor 6-0.

Request for Determination – 112 West Central Street

Matthew Gardner read public hearing notice. The proposal is to remove a large maple tree behind house. It's been declining every year and it's close to the car port.

Mr. Gardner asked for a motion to close, Doug Shepard moved, George Bain seconded, all in favor 6-0.

Mr. Gardner asked for a motion to issue a Negative 3 Determination, Doug Shepard moved, George Bain seconded, all in favor 6-0.

166 and 172 Cottage Street – drainage.

No resolution to date. John Digiacoimo made it clear to Victoria Parsons that drainage pipes under Cottage Street are not part of DPW's reconstruction plan and they do not want to add more drainage. On site infiltration on private property is preferred.

172 Cottage Street hired someone to clean out wetland. Dan Merriken, representing Mr. Bartlett, reached out to John Digiacoimo. Presently, there are three homes with flooding problems.

Victoria Parsons had reviewed old maps that showed stream coming from wetland. There is now a break in the ditch on #172 property. The ditch picks back up at the stone wall at #166.

Mr. Gardner stated this is jurisdictional and hydraulically connected to an upstream wetland. We're looking for a solution. Mr. Bois had previously issued an enforcement order for filling ditch. At that time, they felt it was not jurisdictional. There was no water flowing at the time, but only walked on #166. Mr. Merriken said Mr. Bartlett was better off to have ditch instead of a 4 inch pipe. The ditch was filed in 2012. Mr. Bois' enforcement order was Nov 2015. Mr. Merriken recommends replacing pipe to a bigger one and drain toward street.

Mr. Gardner reviewed the possible solutions:

1. Water given place to go.
2. Replacing storage capacity with larger pipe.

There was an enforcement order. Would like Victoria Parsons to find out the status of the enforcement order.

George Bain asked what happened before the ditch. Flooding at 166 and 164. Mr. Bartlett stated previous owner said \$10,000 was put into escrow for new owner to fix. Mr. Roberts said there are plans on neighboring property at #172 to build.

Mr. Gardner recommended:

1. Dan Merriken to continue to reach out to DPW. Matt will also talk to Jeremy.
2. Commission's duty is to investigate enforcement order. Executed?
3. Mr. Bartlett to clean his side of pipe to see if it provides some relief.
4. Mr. Gardner will also speak with town counsel.

Mr. Gardner asked for a motion to continue to July 20th, George Bain moved, Brian Colleran seconded, all in favor 6-0.

Notice of Intent – 3 Autumn Lane

Matthew Gardner read public hearing notice. The proposal is to install an in ground swimming pool. Mark, Goddard Consulting, gave a review of site. The property is 15 years old and has a previous Order of Conditions and Certificate of Compliance, but does not have a plan of the lawn.

The plan is to remove lawn and install the pool with a concrete pad around it. Trees proposing to remove are flagged. Pool is outside of 40 ft and no work in 25 ft. A little grading around apron, using pool fill to smooth out.

An abutter is concerned with tree removal using crane and any damage it may cause. There is 18.5 ft between edge of garage and property line. Mr. Gardner feels there is room to get a digger back there, but concerned with taking away imperious. Maybe ask to mitigate? Pervious pavers? A construction fence will also be installed during construction.

Commission discussed maybe a French drain system around the pool or roof drains from house. Commission will need to know if blasting is necessary.

Commission requested from Goddard Consulting:

1. Infiltration
2. Ledge
3. Access
4. Grading
5. Planting plan to make up what's coming out.

Mr. Gardner asked for a motion to continue to July 20th, George Bain moved, Mike Downey seconded, all in favor 6-0.

Emergency Certification – 133 West Central Street

An old gas station on Speen and West Central Streets has gas storage tanks. The area has been delineated and gas contamination. Will remove tanks and 400 sf of soil impacted with gasoline oil.

1. Remove tanks.
2. 10-15 ft contamination
3. 17 ft gas levels
4. Screen soil and replace

The area abuts Fiske Pond, which requires an Emergency Certification. No storm drains near site. Stockpiling soil will be outside buffer zone. The project will take approximately a week, maybe two. Not reinstalling any tanks.

Mr. Gardner requested notification of findings. Mr. Bain asked if ConCom and Board of Health be notified. 60 days required to submit plans (60 days from June 5th). Victoria Parsons will send Jim White, Board of Health, an FYI.

Mr. Gardner asked for a motion to issue an Emergency Certification, Jeff Richards moved, Brian Colleran seconded, all in favor 6-0.

Notice of Intent – Deerfield Forest Condominium – 1 Walden Drive

Brian, Metrowest Engineering, gave review of site. The property is approximately 34 acres, with 17 condo buildings and two adjacent wetlands. Proposal is to replace all existing curbing and sidewalks. Would like to add 2-3 parking spaces by the mailboxes. A Land Disturbance Permit was also filed and will require an O & M plan as well. There will be minor regrading to runoff on street system. All current stormwater staying in place.

There will be one large tree removal. The project is large, but simple.

Mr. Gardner asked for a motion to close under the State Wetlands Protection Act, George Bain moved, Jeff Richards seconded, all in favor 6-0.

Mr. Gardner asked for a motion to close under Natick's local Bylaw, George Bain moved, Jeff Richards seconded, all in favor 6-0.

Mr. Gardner asked for a motion to close under the Stormwater Bylaw, George Bain moved, Jeff Richards seconded, all in favor 6-0

Mr. Gardner asked for a motion to issue Order of Conditions under the State Wetlands Protection Act, Natick's local Bylaw, and Stormwater Bylaw with the following special conditions:

1. Compost base or woodchip base
2. Pre-construction meeting
3. Notify DPW/Fire Dept./Police Dept.

Brian Colleran moved, George Bain seconded, all in favor 6-0.

Invoices

Brian Colleran - \$701.00

Mr. Gardner asked for a motion to reimburse Brian Colleran \$701.00 for attending Conservation Seminar, Mike Downey moved, Doug Shepard seconded, all in favor 6-0.

Minutes

March 16th

April 6th

April 20th

May 10th

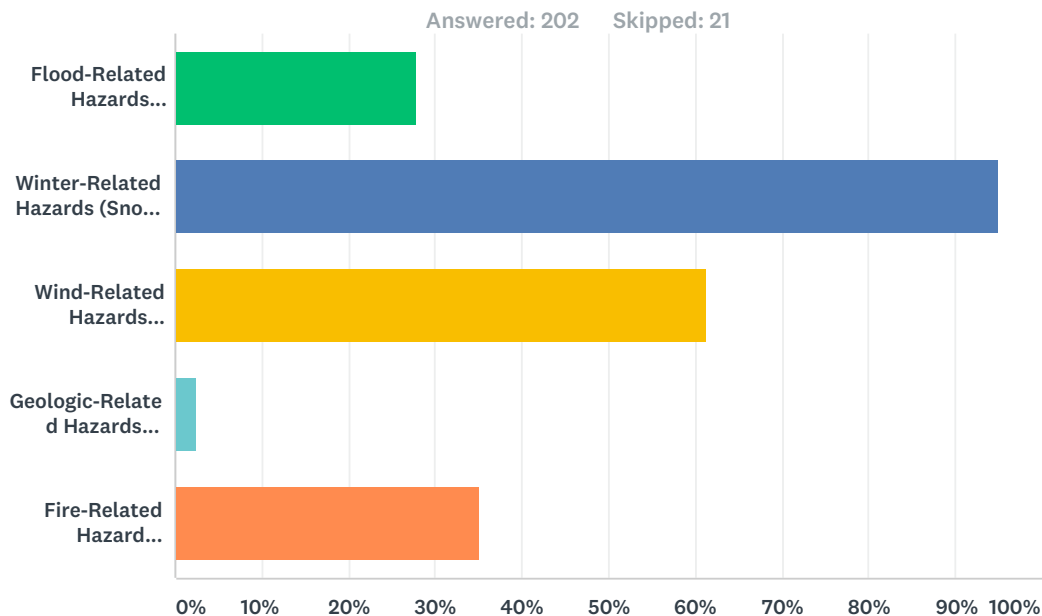
May 17th

Mr. Gardner asked for a motion to accept the above minutes, Brian Colleran moved, Doug Shepard seconded, all in favor 6-0.

Meeting adjourned 10:00 pm

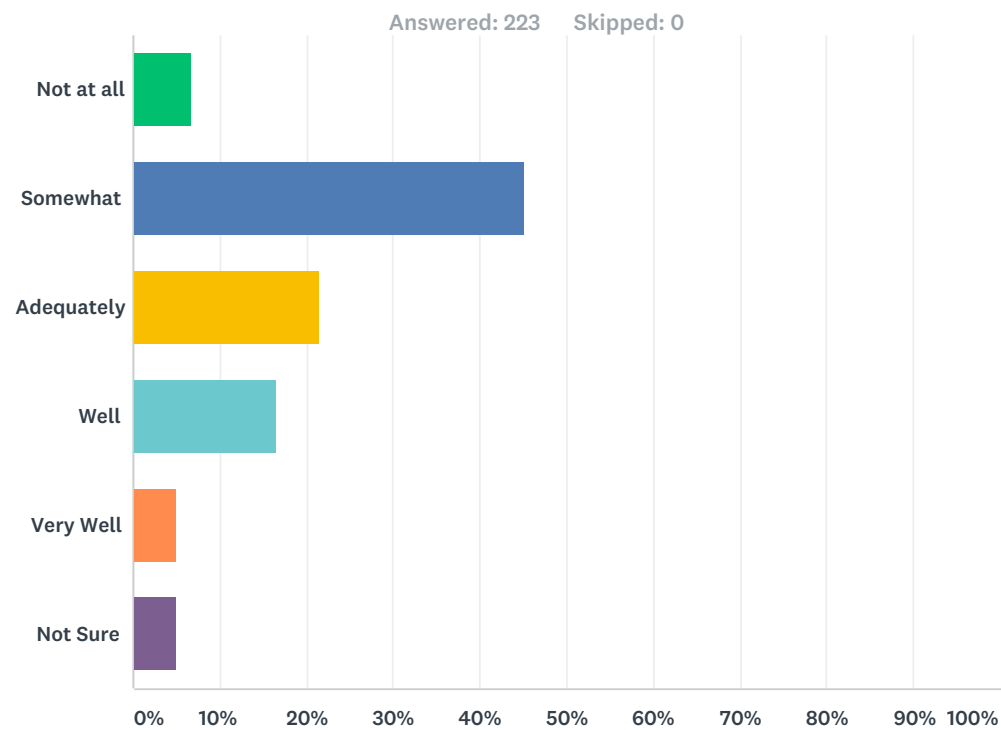
On-Line Survey 3/14/2017 – August 15, 2017

Q1 Which of the following hazard events have you or has anyone in your household and/or business experienced in the past 20 years within the Town of Natick? (Check all that apply)



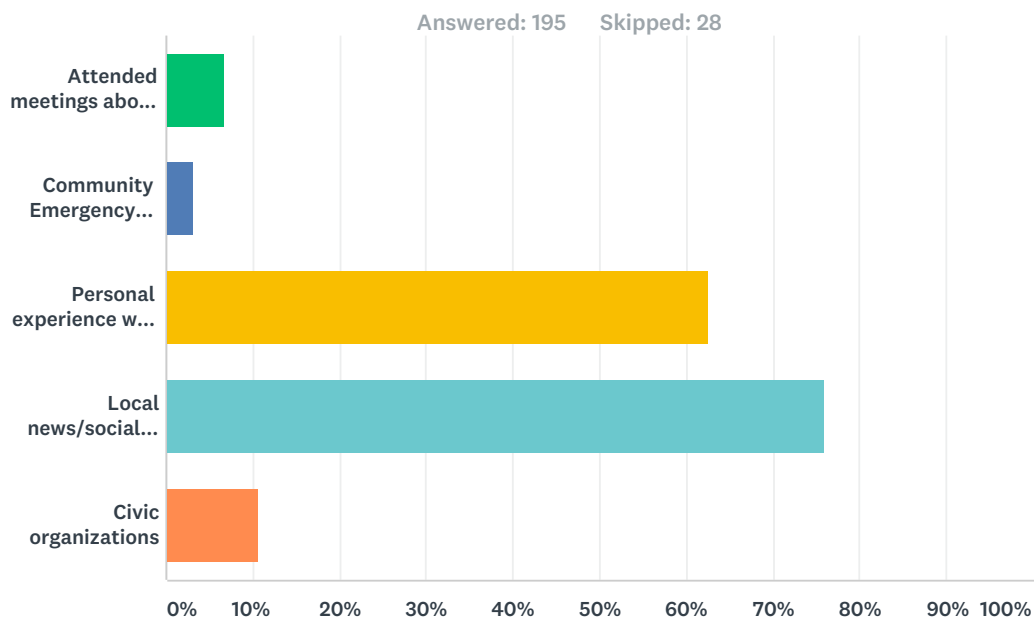
Answer Choices	Responses	
Flood-Related Hazards (Riverine/Flash Flooding, Inland/Urban Flooding)	27.72%	56
Winter-Related Hazards (Snow, Ice, Extreme Cold)	95.05%	192
Wind-Related Hazards (Hurricanes, Tornadoes, High Winds, Lightning/Thunderstorms, Hail)	61.39%	124
Geologic-Related Hazards (Earthquakes)	2.48%	5
Fire-Related Hazard (Drought, Extreme Heat)	35.15%	71
Total Respondents: 202		

Q2 In your opinion, how prepared is your household and/or business to deal with a natural hazard event?



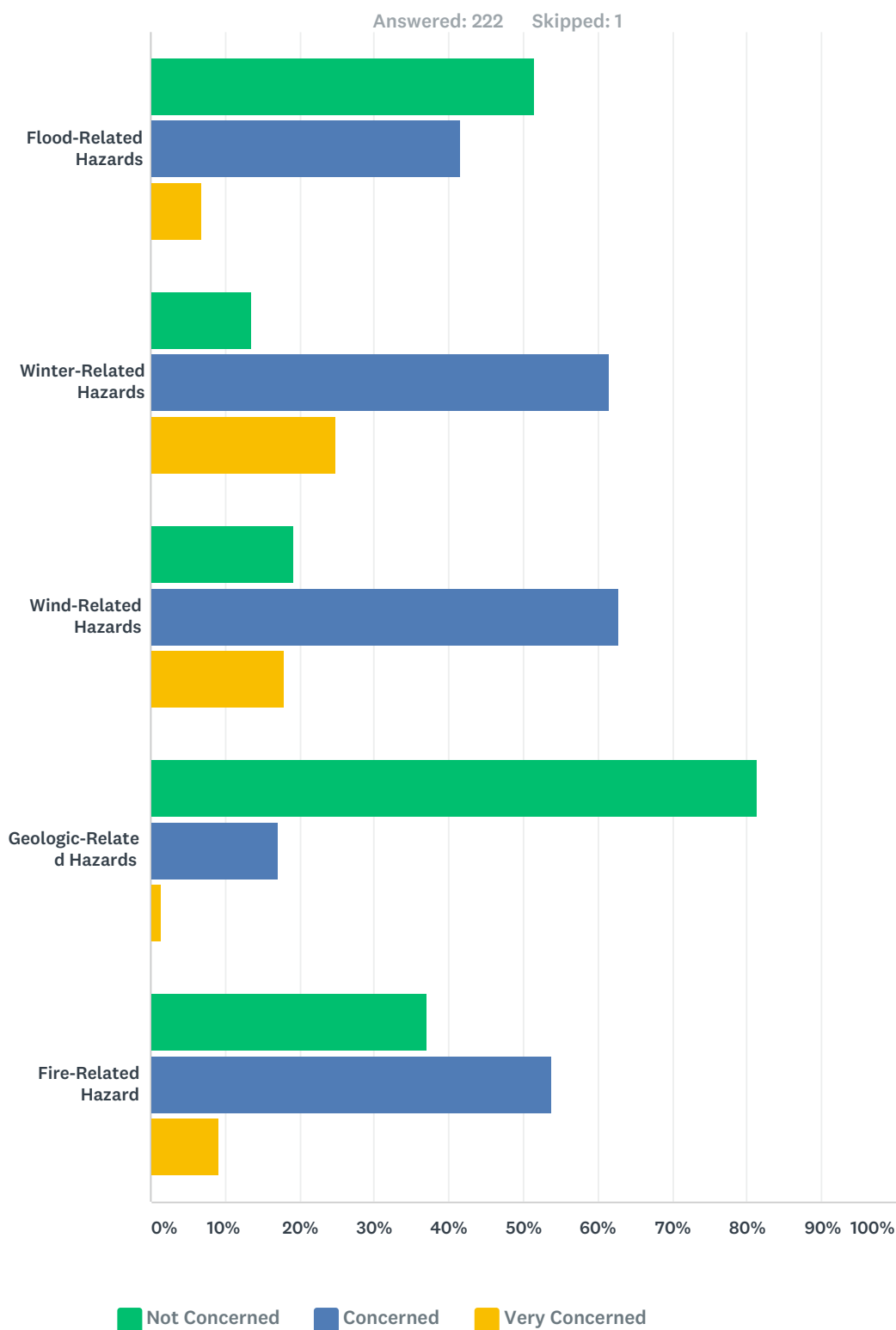
Answer Choices	Responses	
Not at all	6.73%	15
Somewhat	45.29%	101
Adequately	21.52%	48
Well	16.59%	37
Very Well	4.93%	11
Not Sure	4.93%	11
TOTAL		223

Q3 Which of the following have provided you with useful information to help you prepare for a hazard event? (Check all that apply)



Answer Choices	Responses	
Attended meetings about disaster preparedness	6.67%	13
Community Emergency Response Training (CERT)	3.08%	6
Personal experience with one or more natural hazards/disasters	62.56%	122
Local news/social media	75.90%	148
Civic organizations	10.77%	21
Total Respondents: 195		

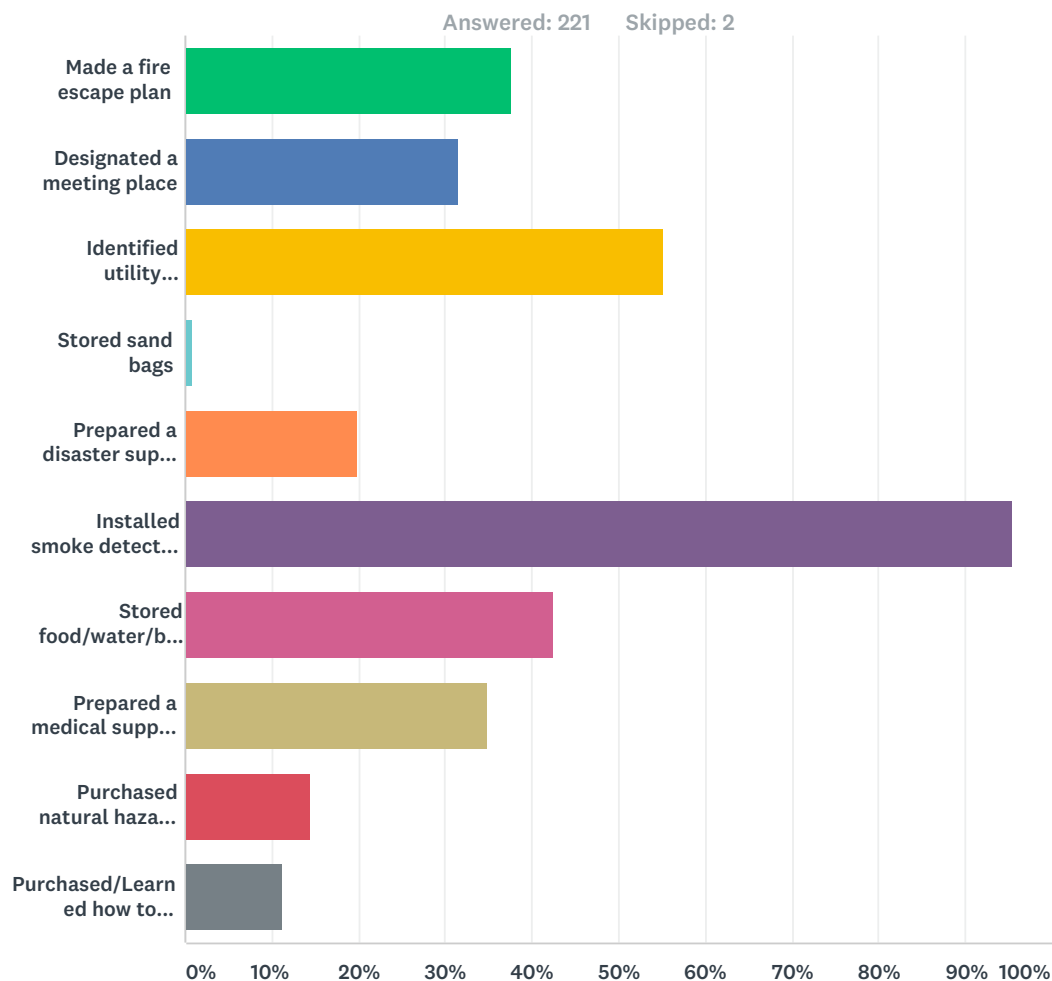
Q4 How concerned are you about the following hazards in the Town of Natick? (Check one response for each hazard)



	Not Concerned	Concerned	Very Concerned	Total
Flood-Related Hazards	51.39% 111	41.67% 90	6.94% 15	216

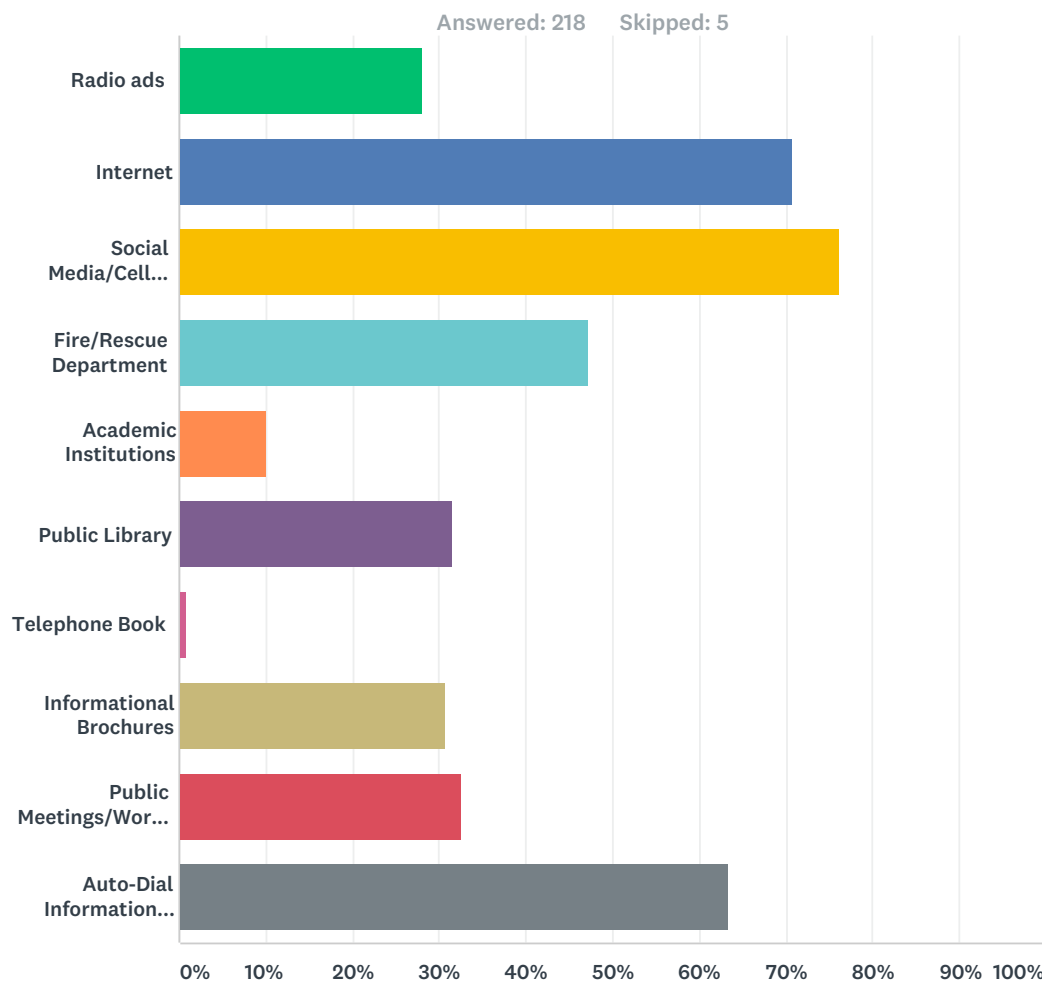
Winter-Related Hazards	13.57% 30	61.54% 136	24.89% 55	221
Wind-Related Hazards	19.27% 42	62.84% 137	17.89% 39	218
Geologic-Related Hazards	81.34% 170	17.22% 36	1.44% 3	209
Fire-Related Hazard	37.04% 80	53.70% 116	9.26% 20	216

Q5 Which of the following steps has your household and/or business taken to prepare for a hazard event? (Check all that apply)



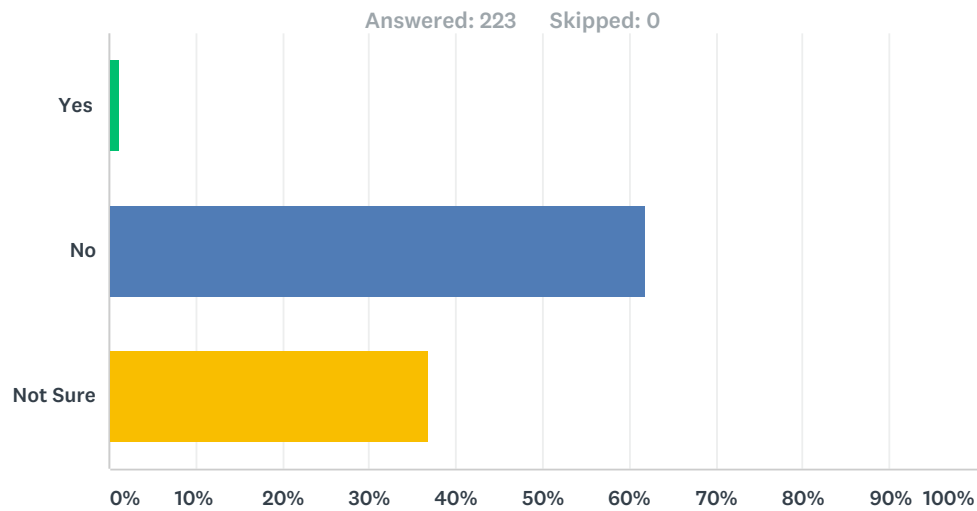
Answer Choices	Responses	
Made a fire escape plan	37.56%	83
Designated a meeting place	31.67%	70
Identified utility shut-offs	55.20%	122
Stored sand bags	0.90%	2
Prepared a disaster supply kit	19.91%	44
Installed smoke detectors on each level of the house	95.48%	211
Stored food/water/batteries	42.53%	94
Prepared a medical supply kit	34.84%	77
Purchased natural hazard insurance	14.48%	32
Purchased/Learned how to program a NOAA Weather Radio	11.31%	25
Total Respondents: 221		

Q6 In your opinion, which of the following methods do you think are most effective for providing hazard and disaster information? (Check all that apply)



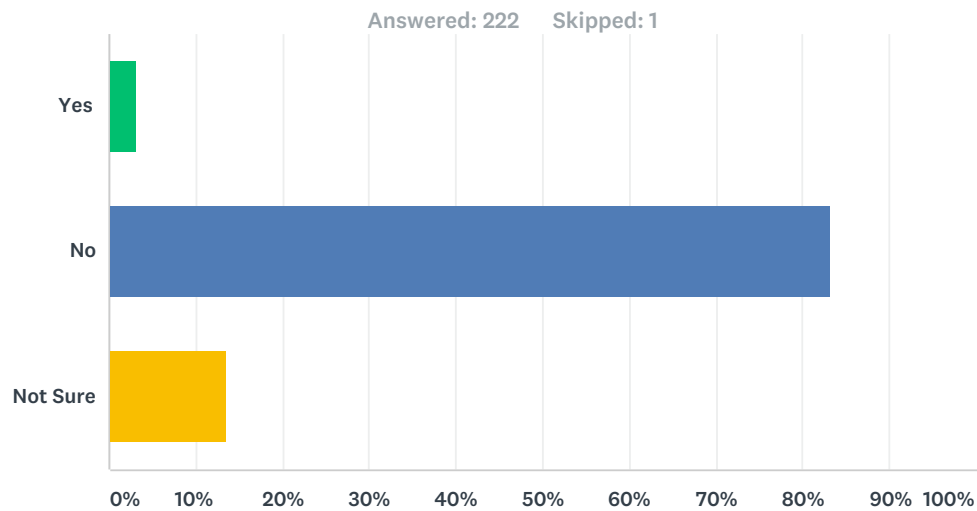
Answer Choices	Responses	
Radio ads	27.98%	61
Internet	70.64%	154
Social Media/Cell phone apps.	76.15%	166
Fire/Rescue Department	47.25%	103
Academic Institutions	10.09%	22
Public Library	31.65%	69
Telephone Book	0.92%	2
Informational Brochures	30.73%	67
Public Meetings/Workshops	32.57%	71
Auto-Dial Information (Code Ready or similar)	63.30%	138
Total Respondents: 218		

Q7 Is your property located in or near a FEMA designated floodplain?



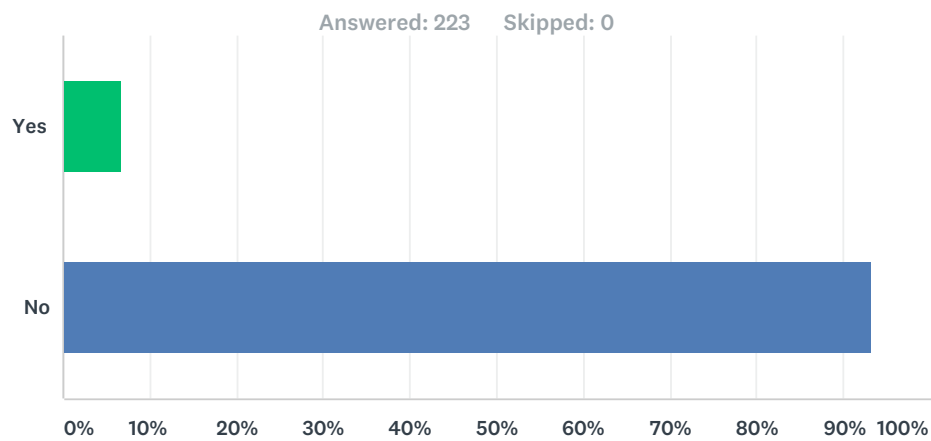
Answer Choices	Responses	
Yes	1.35%	3
No	61.88%	138
Not Sure	36.77%	82
TOTAL		223

Q8 Do you have flood insurance?



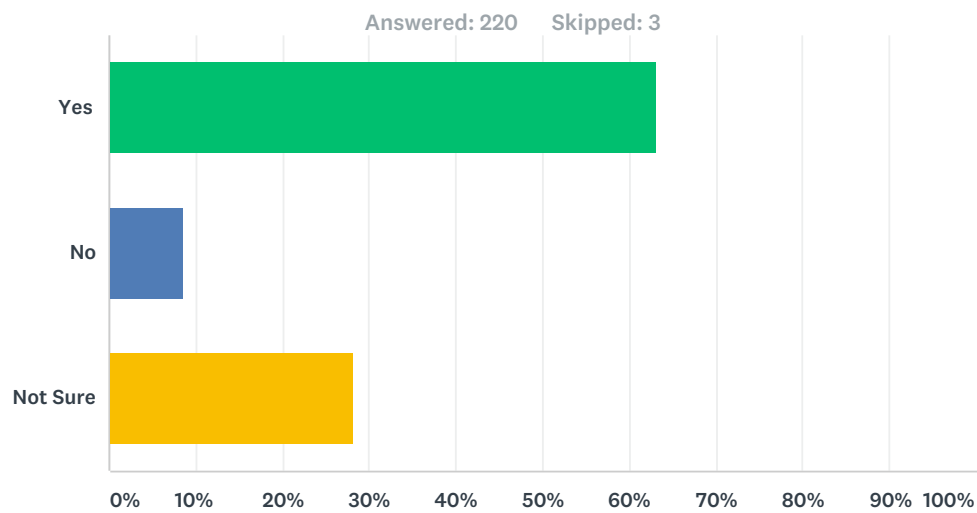
Answer Choices	Responses	
Yes	3.15%	7
No	83.33%	185
Not Sure	13.51%	30
TOTAL		222

Q9 Do you have any special access or functional needs within your household and/or business that would require early warning or specialized response during disasters?



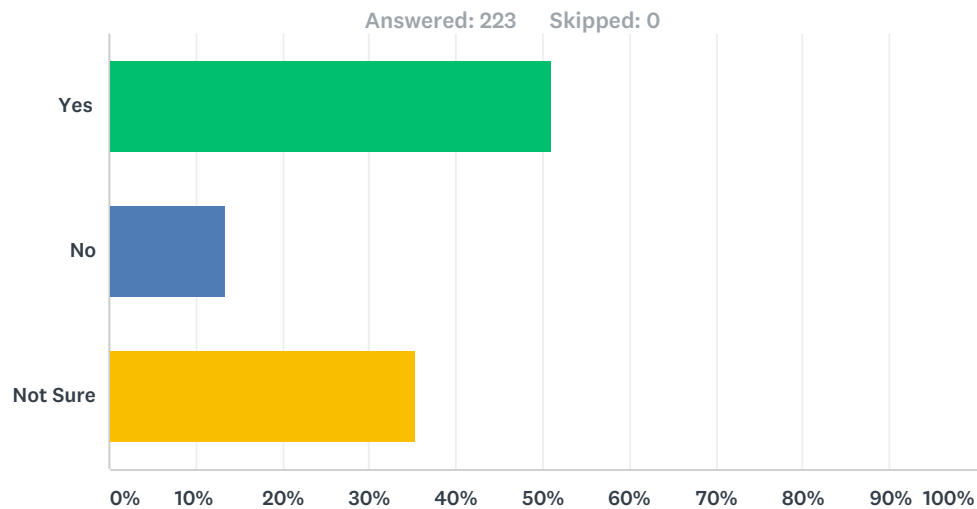
Answer Choices	Responses	
Yes	6.73%	15
No	93.27%	208
TOTAL		223

Q10 Are you interested in making your home, business or neighborhood more resistant to hazards?



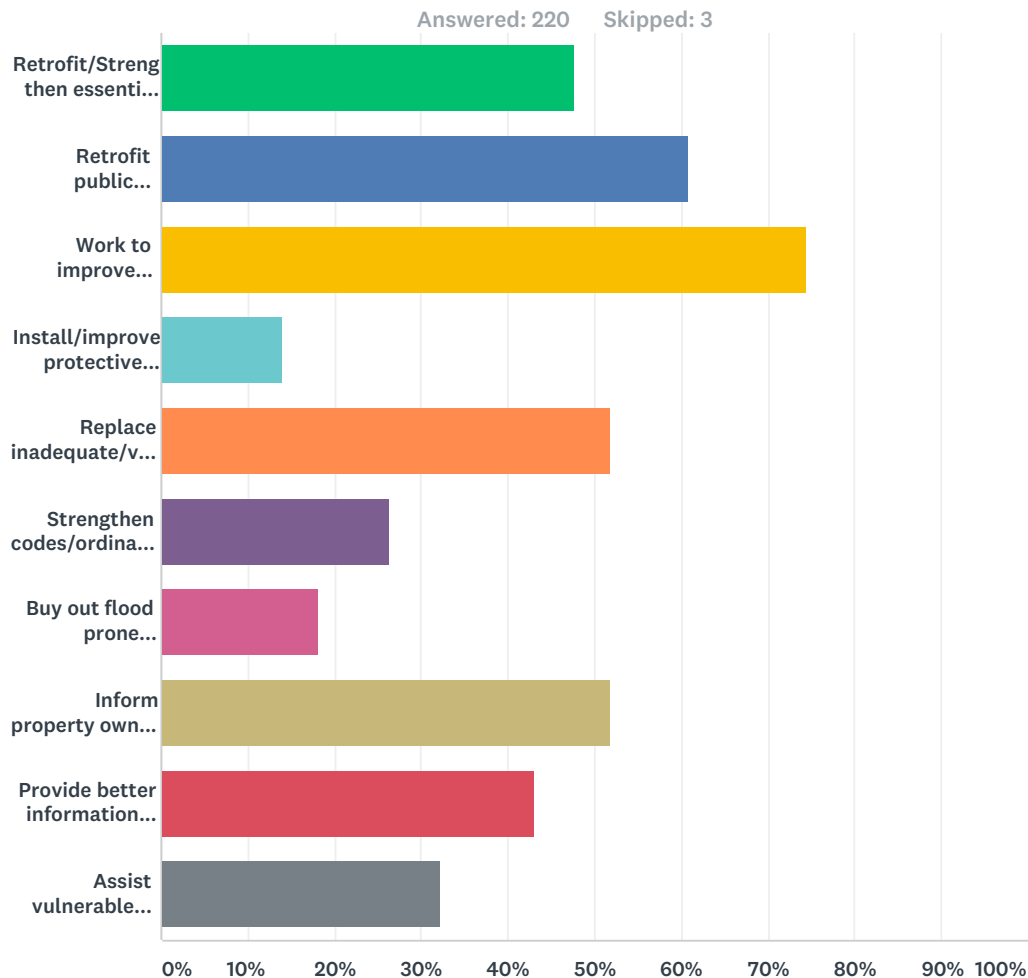
Answer Choices	Responses	
Yes	63.18%	139
No	8.64%	19
Not Sure	28.18%	62
TOTAL		220

Q11 Would you be willing to spend your own money on your current home and/or business to help protect it from impacts of potential future natural disasters within the community? Examples could include: Elevating a flood-prone home; Elevating utilities in flood-prone basements; Strengthening your roof, siding, doors, or windows to withstand high winds; Removing trees/low branches.



Answer Choices	Responses	
Yes	51.12%	114
No	13.45%	30
Not Sure	35.43%	79
TOTAL		223

**Q12 In your opinion, what types of projects do you believe local, county, state or federal government agencies could be doing to reduce the damage and disruption of natural disasters in Natick?
(Select your top three choices)**



Answer Choices	Responses
Retrofit/Strengthen essential public facilities such as police, fire/emergency, schools	47.73% 105
Retrofit public infrastructure, such as elevating roadways and improving drainage systems	60.91% 134
Work to improve utilities resiliency (electric, communications, water/wastewater facilities)	74.55% 164
Install/improve protective structures (floodwalls)	14.09% 31
Replace inadequate/vulnerable bridges	51.82% 114
Strengthen codes/ordinances to require higher hazard risk management standards and/or provide greater control over development in high hazard areas	26.36% 58

Buy out flood prone properties and maintain as open space	18.18% 40
Inform property owners of ways they can reduce the damage caused by natural events	51.82% 114
Provide better information about hazard risks and high hazard areas	43.18% 95
Assist vulnerable property owners with securing funding to make their properties more resilient	32.27% 71
Total Respondents: 220	

Q13 Additional comments?

Answered: 41 Skipped: 182

#	Responses	Date
1	The Health Department should be involved.	5/18/2017 5:39 PM
2	Utility resilience is a key concern of mine. I would like Natick to work on developing a local utility resilience plan. Batteries, microgrid are technologies worth investigating.	4/27/2017 11:32 AM
3	we did install a generator recently since we have lost power a few times.	4/26/2017 1:18 PM
4	Who pays for damage caused by solar panels (from light frame mounts along the highways) fling through the air in a hurricane?	4/24/2017 12:16 PM
5	place utility wires underground!! sewer/drainage system definitely could use upgrading in many places, especially on busy roads. the telephone alert system that natick uses is fabulous! could only be better with a text option too	4/24/2017 8:45 AM
6	Review existing infrastructure to identify problematic areas for various threats (natural hazards, terrorist activities, equipment failures, utilities failures).	4/21/2017 1:51 PM
7	Put the electric wires underground, so we don't have to worry about losing electricity due to a storm or if a truck knocks down a pole. Contact Eversource--they will do this if Natick pays to repave the road. Putting electric wires underground is a lot more important than wasting tax money on more curbstones or stupid bike lanes! (Bikes need to ride on the sidewalk, NOT the street. The Town could be sued for negligence for putting bike lanes on busy streets! And stop using leaf blowers to blow all the dirt off the sidewalks! Your DPW created a traffic hazard on Rt 27 this week with the dust storm and poor visibility it created!	4/20/2017 10:55 PM
8	Help homeowners to take care of the trees on their properties.	4/20/2017 8:26 PM
9	Less building in and near flood zones and all the underground streams causing more flooding in homes already affected by flooding.	4/20/2017 7:22 PM
10	Our biggest problems are snow and/or wind related power outages. Only the MINIMUM is done to cut back trees and branches that take out power lines. No power=No heat for many of us.	4/19/2017 9:48 PM
11	Flooding seems to grind Natick to a halt. There is always heavy flooding on rt9/27 and even on wethersfield rd at times.	4/19/2017 9:36 PM
12	Trees are a huge risk when they are within fall distance of homes/buildings, and along roads where they take down wires and block emergency services. Developers are allowed to build in flood prone areas - there should be a way to stop that, or require that deeds or other warnings be given to buyers. Why should taxpayers pay for bad decisions - building in bad areas, permits being given when everyone knows the area is flood prone, and then the wetlands protection act doesn't allow owners to do things like raise the level of their land to help stop flooding. The town should have a large map available showing flood prone areas to show to anyone inquiring about a property. Maybe even have it as advice on an application for a municipal lien certificate - "purchasers are advised to check the flood prone area maps". Much of the snow and wind damage is from falling trees, We cleared all trees within fall distance of our home, and that should be common sense. I have seen enough death & destruction from trees to know. Buy out flood prone properties? Seriously? Only if the price reflects that the land is unbuildable or if there is a building on it, that it is of little value because of its vulnerability to flooding. I am totally against flood insurance paying people to build expensive homes in stupid locations. Before flood insurance, you couldn't get a mortgage or insurance and risked your own money, so people built small cottages. Now with flood insurance, they build McMansions as close to the water as they can, then want the taxpayers to bail them out - which is why the flood insurance program is insolvent and it's only getting worse. If someone wants to build on top of the water, taxpayers should not have to bail them out.	4/19/2017 8:14 PM
13	Our biggest problems are snow and/or wind related power outages. Only the MINIMUM is done to cut back trees and branches that take out power lines. No power=No heat for many of us.	4/19/2017 8:02 PM
14	Natick should maintain the pagean brook pipe line that runs through town and dumps out into dug pond. It has not been cleaned out in years and it over flows in heavy rains to flood my property and other properties in the Coolidge hill area.	4/19/2017 7:57 PM

15	Natick should maintain the pagean brook pipe line that runs through town and dumps out into dug pond. It has not been cleaned out in years and it over flows in heavy rains to flood my property and other properties in the Coolidge hill area.	4/19/2017 7:44 PM
16	Work with the Red Cross in there program that offers free smoke alarms to home owners who need them. Have a Red Cross lieason in LEPC	4/19/2017 4:45 PM
17	The town of Natick needs to assess roads that were permitted to be build as private but open to the public. Ex: Kendall Lane in Natick is barely wide enough for two way traffic, yet it's not a one-way street and is full of potholes. Who maintains such roads? The town or the property owners? This needs to be addressed throughout Natick's roadways.	4/15/2017 8:46 PM
18	TV. is still a good way to get information. Natick feels pretty safe	4/14/2017 6:24 PM
19	Would love to have local class on prepping and creating a "bug out bag" ie basic backpack kit to have in case of a disaster and need to evacuate. Maybe at the library?	4/14/2017 4:13 PM
20	We had improvements done to our basement after the floods 2010	4/14/2017 3:33 PM
21	Put all power and cable lines under ground.	4/14/2017 2:49 PM
22	Worthwhile thsnks	4/14/2017 12:25 PM
23	clear all vegetation from overhead power lines (trees, vines etc). Seriously, you allow trees to grow through power lines!!!	4/14/2017 11:16 AM
24	In very heavy rain (more than 1" / day) the storm drains often overflow in the area bounded by Bennett, Curve, So Main, and High St Extension. This causes backyard and basement flooding. A high volume of rainwater flowing down the Grace Cir and Elmwood Ave hills into So Main seems to contribute much to this. Increased capacity for drainage is needed.	4/14/2017 10:38 AM
25	Prevent building in these areas. Monitor how building is done. In our neighborhood the newer houses did not have their land graded properly such that route 27 south floods when there are heavy rains. That was preventable!	4/14/2017 7:48 AM
26	This is a great initiative. Please let the public know how we can get involved.	4/14/2017 6:30 AM
27	Thank you for asking these questions	4/13/2017 10:27 PM
28	This survey spent a lot of time on floods, I don't have flood insurance nor have I needed it in the last 35 years. What I do see as an issue is the trees that are obstructing or could obstruct power lines. Tress that if not maintained could cause serious damage to homes and power lines.	4/13/2017 10:02 PM
29	I wasn't aware there are any flood zones in Natick so this is interesting. We just removed a tree that we thought might be a danger to our house so I'm not interested in doing any more of this!	4/13/2017 8:42 PM
30	I like the town service system that leaves residential phone messages warning residents of potential storm or hazardous potential problems.	4/13/2017 8:40 PM
31	Natick does not have chronic disaster risk	4/13/2017 8:33 PM
32	Natick has a very strong public safety presence. It is a strong and, in clusters, a fairly close-knit community. If the town set an agenda for the common good, here it seems more likely to be adopted than in many other places. Thanks for surveying this community. It's important and welcomed.	4/13/2017 8:27 PM
33	Bury utility cables to make them less susceptible to weather events!	4/13/2017 7:08 PM
34	Info about generators -- what the options are, how to safely store them and use them	4/13/2017 6:58 PM
35	Na	4/13/2017 6:13 PM
36	Many homes in West Natick do not have basements so no safe cover for tornado warnings. Identify and allow public access to buildings with basements e.g. Kennedy Middle School, churches during these events.	4/13/2017 6:10 PM
37	I really appreciate the telephone calls I get from the Town of Natick during a weather emergency.	4/13/2017 5:53 PM
38	Road infrastructure should not be power-grid reliant on signalization. i.e Intersections that depend on red/green lights jam traffic for public safety and evacuation, whereas roundabouts operate without power.	4/13/2017 3:08 PM

39	Large and medium size employers are in a position to help influence their workforce by reinforcing emergency preparedness at work. Natick could reach out to those employers and ask what percentage do so.	4/10/2017 3:04 PM
40	Consolidate developments. Everything being all spread out in town adds time to Everything, which is critical in a disaster	4/7/2017 6:06 PM
41	Thank you for your attention to these matters. I think informing the town residence of why this is important and providing support to address the low hanging fruit is the first step.	3/18/2017 10:36 AM

Local Hazard Mitigation Committee Meeting #2: September 18, 2017

Natick Hazard Mitigation Plan Update

Local Hazard Mitigation Committee Meeting

Natick Town Hall – Board of Selectman Meeting Room

13 East Central Street

Natick, MA 01760

September 18, 2017 10:00 AM – 11:00 AM

Agenda

1. Mission Statement/Goals
2. Mapping
3. Vulnerable Areas Review
4. Hazard Mitigation Actions for Consideration
5. Next Steps
 - a. LHMC Meeting #3 – Prioritization of Mitigation Actions
 - b. Public Workshop/Public Hearing



Memorandum of Meeting

To: Victoria Parsons
CC: Natick Local Hazard Mitigation Committee
From: Craig Pereira
Date: 9/20/2017
Re: Town of Natick Hazard Mitigation Plan 2017 Update – LHMC Meeting No. 2

In attendance:
See attached sign-in sheet

The second LHMC meeting was held on September 18, 2017 at Natick Town Hall, Board of Selectman Meeting Room to discuss the Hazard Mitigation Plan Update. The following items were discussed:

- Project Update. Craig Pereira provided an update since the last LHMC meeting. Some time has passed due to delays in the Public Workshop (2 weather-related, and 2 participants-related). Craig also provided a draft of the update, Sections 1 – 3 several weeks ago. In particular, LHMC should review/comment on the “Property at risk from...” for each identified hazard (Flood-related, Wind-related, etc.). All LHMC members should review/comment on these draft sections and return comments/required revisions to Craig by October 13, 2017.
- Mission Statement/Goals for the Update. The existing plan does not include a mission statement, but does have 8 goals included. It was decided to add a mission statement, and consolidate the goals in more broad-brush, overarching goals. Craig presented a draft mission statement and 4 new goals for consideration by the LHMC.
- Mapping. Craig commented that only Mark Coviello, Town Engineer (since retired) provided comments on the draft mapping provided back in the spring. Mark identified 6 additional critical facilities that were added to the list/mapping.

Flood-related Hazards mapping. Victoria provided the general areas associated with the 5 repetitive flood loss properties. Craig will update this map with this information.

The in-home daycare list was recently updated by the Dept. of Education. Lt. Brian Lauzon will provide this list to Craig for confirmation with the existing in-home daycare list on the Critical Facilities map.

Chief Hicks commented that the Town’s evacuation routes have been delineated and approved locally, but are not signed. The question is if the state-evacuation plan has been adopted, as there were some concerns regarding coordination amongst various regions and where traffic is being funneled. Chief Hicks to provide graphic that illustrates locally-approved evacuation route.

Craig will resend updated maps and list to Victoria who will distribute to the LHMC for review/comment. LHMC to return comments/required revisions to Craig by October 13, 2017.

- Hazard Mitigation Actions for Consideration. Craig provided a list of mitigation action items not completed and carried over from the existing plan, in addition to several recommended

actions, sorted based on the 6 primary topic areas. LHMC to review this list and add others and return to Craig by October 13, 2017.

- Draft Update Sections 1 – 3. Craig went through the draft Update, Sections 1 – 3 and identified the remaining data gaps with the LHMC. Outstanding data needs to be completed by October 13, 2017.
 - Dam Failure...Charles River Dam last inspected: October 2016.
 - Locally Identified Areas of Flooding...
 - Speen Street/Route 135: Remove, cause due to trash, since remediated.
 - Route 9 and Overpass 27: actually Route 9, cause is elevated water table (low-spot) inhibiting drainage...state-owned, currently being reconstructed.
 - NFIP data...since the 2010 Plan, number of repetitive loss claims and total amount paid out? Victoria?
 - Primary Shelter...Natick Community Senior Center, capacity 110. Secondary is Natick High School, capacity 5,488.
 - FEMA Disaster Grant Assistance...Chief Hicks to provide, based on template below:
 - Title:
 - Disaster No.:
 - Amount:
 - Main Items for Funding Provided for:
 - 2030+ Master Plan...Jamie to provide brief description of Master Plan status, and if/how hazard mitigation will factor into this update.
 - Medical Reserve Corp...Chief Hicks to provide brief statement about this group.
 - Table 3-1 Actions for Continued Compliance with NFIP...Victoria to complete.

Next Steps:

- Craig to update Draft Sections 1 – 3 after this meeting, and forward to Victoria to distribute to Board of Selectmen to keep them updated throughout the process.
- LHMC to confirm final set of hazard mitigation actions to be included in Update via email, by October 27, 2017 in advance of final LHMC meeting the following week.
- Next LHMC meeting...week of October 30, 2017 – prioritization of Mitigation Action items.
- Complete Draft Update 30-day public comment period beginning November 20, 2017...posted on Town website, sent to adjacent communities, Board of Selectmen.
- January 2018...schedule 2nd Public Workshop to review updated maps and mitigation actions prior to MEMA submission.
- MEMA Submission...by February 1, 2018.

- Public Education and Awareness
 - Develop Natural Hazards Pamphlet
 - Educational program for residents of flood zones and nearby downstream neighborhoods
 - Public Information, Outreach – Signage
- Property Protection
 - Acquire prioritized open space parcels for increased flood storage/protection (2010 Plan Mitigation Action #6A).
 - Conduct feasibility/ engineering study to earthquake-proof municipally-owned buildings (2010 Plan Mitigation Action #5).
 - Prepare an “After the Storm Recovery” Plan for the Community (Debris Management Plan, Recovery and Reconstruction Ordinance)
- Natural Resource Protection
 - Retrofit of paved parking areas..
 - Japanese Knotweed on riparian corridors (erosion)/structural elements.
- Structural Projects
 - Replace culvert and develop maintenance plan at Sunkaway Area at Route 9 (2010 Plan Mitigation Action #12).
 - Roadways (1 action, several categories: Maintenance (not covered by HMGP), Monitoring, Structural/Replacement, Pavement Management)
- Emergency Services
- Planning and Prevention
 - Develop Maintenance Program for older drainage infrastructure (2010 Plan Mitigation Action #3B).
 - Upgrade drainage system record keeping system (2010 Plan Mitigation Action #4).
 - Develop Maintenance Program for the Jennings Pond Dam (2010 Plan Mitigation Action #17B).
 - Conduct Public Outreach Campaign for residents/businesses located within an inundation zone.
 - Work with the state to sign evacuation routes.
 - Coordinate Evacuation Plans with Neighboring Municipalities

Local Hazard Mitigation Committee Meeting #3: December 19, 2017

Natick Hazard Mitigation Plan Update

Local Hazard Mitigation Committee Meeting

Natick Town Hall – Board of Selectman Meeting Room
13 East Central Street
Natick, MA 01760
December 19, 2017 9:00 AM – 11:00 AM

Agenda

1. Hazard Mitigation Actions - Prioritization
2. Mapping Update
3. Outstanding Data Needs
4. Next Steps
 - a. Public Comment Period
 - b. Public Workshop/Public Hearing



Memorandum of Meeting

To: Victoria Parsons
CC: Natick Local Hazard Mitigation Committee
From: Craig Pereira
Date: 12/19/17
Re: Town of Natick Hazard Mitigation Plan 2018 Update – LHMC Meeting No. 3

In attendance:
 See attached sign-in sheet

The third LHMC meeting was held on December 19, 2017 at Natick Town Hall, Board of Selectman Meeting Room to discuss the Hazard Mitigation Plan Update. The following items were discussed:

- Hazard Mitigation Actions for Consideration. Craig provided an overview of the STAPLEE prioritization approach utilizing the Quantitative Method C – Simple Score approach to the LHMC.
 - LHMC proceeded to conduct the Benefit Cost Analysis (Review) for the mitigation actions presented (attached).
 - Action #9 Develop Drainage Infrastructure Maintenance Program/Drainage Record-Keeping System (Asset Management Plan) was relocated to Section 3 Capability Assessment, as this remains ongoing.
 - Actions #14, #15, and #16 were combined under Action #13 as separate components.
- Mapping Update. Critical Facilities mapping has been completely updated.
 - An additional map ‘Traffic Control Points/Evacuation Routes’ has also been developed.
- Outstanding data needs:
 - NFIP data...since the 2010 Plan, number of repetitive loss claims and total amount paid out?
 - Table 3-1 Actions for Continued Compliance with NFIP...LHMC completed.
 - Craig to develop Invasive Species section for hazards and create new mitigation action (requested at the Conservation Commission Meeting/Public Workshop. LHMC will need to prioritize this action once developed.

Next Steps:

- Craig to provide talking points to Victoria for a Board of Selectmen update.
- Complete Draft Update 30-day public comment period beginning March 1 – 31, 2018...posted on Town website, sent to adjacent communities, Board of Selectmen. Victoria to publicize availability of draft Hazard Mitigation Plan.
- March 8, 2018 2nd Public Workshop to review updated maps and mitigation actions prior to MEMA submission (Sustainability Commission meeting). Victoria to publicize 2nd Public Workshop.
- MEMA Submission...2nd week of April 2018.

PUBLIC EDUCATION AND AWARENESS

Action #1

Distribute Informational Natural Hazards Pamphlet

Develop a pamphlet to be distributed to all residents and business owners that describes the natural hazards that threaten the community and describes steps they can take for each hazard to mitigate damages to their property. Include evacuation routes and shelter locations along with items that can and cannot be taken to the shelters as well as information regarding the risk to our community for brush/forest fires and how residents can help prevent them.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Planning, Pre-Disaster

Public Education and Awareness

Benefits

- ...protection of property
- ...protection of life/infrastructure
- ...increased awareness of vulnerabilities

Costs

- ...minimal
- ...personnel time to develop pamphlet

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?	2	2
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?	2	2
Administrative: Does the community have the administrative capacity to implement the action?	2	2
Political: Is there strong public support to implement and maintain the action?	2	0
Legal: Does the community have the legal authority to implement the action?	2	2
Economic: Is the action cost-effective?	2	2
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?	0	0
Sub-total	12	10
Total Score	22	
Priority		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

PROPERTY PROTECTION

Action #2

Acquire prioritized open space parcels for increased flood storage/protection.

The Town will work with private homeowners in these areas to identify an acquisition project (s), obtain approval by the State and FEMA, and seek funding to purchase the property. By purchasing these residential properties, the Town is utilizing an effective program designed to remove people and property from high-risk areas and reduce disaster losses, while also expanding open space land holdings. The buildings are either demolished or relocated, and the land is then restricted to open space in perpetuity.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Planning, Pre-Disaster/Post-Disaster

Property Protection

Benefits

...property protection

...reduced damage claims

Costs

...Significant

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?	1	2
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?	-1	-1
Administrative: Does the community have the administrative capacity to implement the action?	1	1
Political: Is there strong public support to implement and maintain the action?	-1	-1
Legal: Does the community have the legal authority to implement the action?	2	2
Economic: Is the action cost-effective?	-1	-1
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?	1	1
Sub-total	2	3
Total Score	5	
Priority		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

Action #3

Acquire properties in the Special Flood Hazard/Repetitive Flood Loss Areas

Natick now includes 4 commercial and industrial severe repetitive flood loss properties as well as various properties subject to periodic flooding. The Town will work with the commercial and industrial property owners in these areas and FEMA to identify an acquisition project (s), obtain approval by the State and FEMA, and seek funding to purchase the property. By purchasing these residential properties, the Town is utilizing an effective program designed to move people and property away from high-risk areas to reduce disaster losses. The buildings are either demolished or relocated, and the land is then restricted to open space, recreation, or wetlands in perpetuity.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Planning, Pre-Disaster/Post-Disaster

Property Protection

Benefits

...property protection

...reduced damage claims

...improved resiliency

...multiple community objectives

Costs

...Significant

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?	1	2
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?	-1	-1
Administrative: Does the community have the administrative capacity to implement the action?	1	1
Political: Is there strong public support to implement and maintain the action?	-1	-1
Legal: Does the community have the legal authority to implement the action?	2	2
Economic: Is the action cost-effective?	-1	-1
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?	1	1
Sub-total	2	3
Total Score	5	
Priority		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

Action #4

Prepare an “After the Storm Recovery” Plan for the Community.

The Town should utilize the opportunity of a disaster to improve its’ disaster resilience. Once critical life and safety issues and vital public services have been addressed and re-established, emphasis should be placed on the long-term recovery of the community, balancing the need to rebuild rapidly and return to normal against the objective of building back better and stronger. Additional items for consideration as part of the Plan’s development include the completion of Community Assessments, a Recovery and Reconstruction Bylaw and development of a Debris Management Plan. The Town will coordinate with applicable statewide agencies to review the permitting processes and develop/adopt an ordinance to streamline the process in the aftermath of a hazard impact including the process to allow homeowners to retrofit structures in order to reduce risk. Formalize this process, and also consider waiving permit fees for building permits to repair storm-damaged properties as an incentive.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Planning, Pre-Disaster/Post-Disaster

Property Protection

Benefits

...improved resilience

...accelerated recovery

Costs

...minimal

...personnel/consultant time to develop plan/regulatory amendments

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?	2	2
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?	2	2
Administrative: Does the community have the administrative capacity to implement the action?	2	2
Political: Is there strong public support to implement and maintain the action?	2	2
Legal: Does the community have the legal authority to implement the action?	2	2
Economic: Is the action cost-effective?	2	2
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?	1	1
Sub-total	13	13
Total Score	26	
Priority		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

STRUCTURAL PROJECTS

Action #5

Develop an implementation strategy to address Property and Streets Subject to Flooding from Poor Drainage and Run-Off.

Determine what mitigation activities...maintenance (catch basin cleaning) v. monitoring (State road) v. structural/replacement (undersized pipes) v. pavement management (roadway crown/ponding) can alleviate the problem while creating the most benefit to the community for each street. (e.g. address those roads that are part of the town evacuation route first, once developed, then main thoroughfares, etc.). If structural/replacement, identify general costs associated with each.

Streets/Properties Subject to Flooding

Maintenance (Included here to illustrate a comprehensive review of flooding issues, however, not applicable for funding under any hazard mitigation grant programs)

Dean, Mercer, and Strathmore Roads Area

- Flooding Cause: Reduced access due to high standing water levels. Older pipes partially cleaned by Mass Mosquito. Periodic cleaning is required after significant storms..

Windsor Street at DPW Yard

- Flooding Cause: Culvert requires periodic cleaning and maintenance to ensure proper flow.

Burning Tree Road/Beaver Brook

- Flooding Cause: Periodic cleaning and maintenance is required (via agreement with Town of Framingham) to maintain drainage conditions.

Monitoring

Lincoln/Water/River/Cohns/Cape Streets Area

- Flooding Cause: Areas flood when the Charles River is elevated.

Oak Street/Rathbun Road

- Flooding Cause: Area floods periodically when the wetlands are high.

Cottage Street/Pine Ridge Road

- Flooding Cause: Elevated water table in this area inhibits adequate drainage at times.

Structural/Replacement

Highland Avenue/Middle Street

- Flooding Cause: Culvert is undersized and also includes issues where it discharges at railroad tracks. Drainage system requires upgrading. Town has appropriated funds (Capital Improvement Plan) to complete Drainage Master Plan for this area.

Sunkaway Area

- Flooding Cause: Culvert is undersized compounded by excessive silt buildup which reduces/backups flow.

Part 1: Review Benefits and Costs*Review Tool 2: Benefits*

Action Type: Mitigation, Pre-Disaster

Property Protection

Benefits

...property protection

...protection of infrastructure

...maintain evacuation/access

...improved public safety/street drainage

Costs

...Significant

Part 2: Prioritize Actions – Quantitative Method**Method C – Simple Score**

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?	-1	1
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?	-1	2
Administrative: Does the community have the administrative capacity to implement the action?	1	1
Political: Is there strong public support to implement and maintain the action?	-1	-1
Legal: Does the community have the legal authority to implement the action?	2	2
Economic: Is the action cost-effective?	-1	-1
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?	-1	1
Sub-total	-2	5
Total Score	3	
Priority		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

PLANNING AND PREVENTION

Action #6

Develop Operations and Maintenance Plans for Town-owned dams, including:

- Charles River Dam
- Jennings Pond Dam

An Operations and Maintenance (O & M) Manual is a detailed written description of systematic procedures for ensuring that a dam is operated and maintained in proper fashion. Adequate operation and maintenance is critical for ensuring the ongoing safe functioning of the dam, as well as continued productive use of the structure and its associated reservoir.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Planning, Pre-Disaster

Property Protection

Benefits

...property protection

...protection of life/infrastructure

Costs

...Minimal

...personnel time to develop plan

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?	2	2
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?	2	2
Administrative: Does the community have the administrative capacity to implement the action?	2	2
Political: Is there strong public support to implement and maintain the action?	2	2
Legal: Does the community have the legal authority to implement the action?	2	2
Economic: Is the action cost-effective?	2	2
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?	2	2
Sub-total	14	14
Total Score	28	
Priority		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

Action #7

Develop Operations and Maintenance Plans for State-owned dams, including:

- Fiske Pond Dam

An Operations and Maintenance (O & M) Manual is a detailed written description of systematic procedures for ensuring that a dam is operated and maintained in proper fashion. Adequate operation and maintenance is critical for ensuring the ongoing safe functioning of the dam, as well as continued productive use of the structure and its associated reservoir.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Planning, Pre-Disaster

Property Protection

Benefits

...property protection

...protection of life/infrastructure

Costs

...Minimal

...Coordination with State/personnel time to develop plan

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?	2	2
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?	2	2
Administrative: Does the community have the administrative capacity to implement the action?	2	2
Political: Is there strong public support to implement and maintain the action?	2	2
Legal: Does the community have the legal authority to implement the action?	2	2
Economic: Is the action cost-effective?	2	2
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?	2	2
Sub-total	14	14
Total Score	28	
Priority		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

Action #8

Implement Public Outreach Campaign for residents/businesses located within a dam inundation zone.

Utilize existing Emergency Action Plans (Jennings Pond Dam and Fiske Pond Dam classified as 'Low Hazard' structures, and thus do not have EAPs developed)) to conduct a public information session for residents and businesses within the various inundation areas regarding what they should do in the event of a dam breach. This could be completed in one general session, or individual sessions for each structure and affected neighborhood.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Planning, Pre-Disaster

Property Protection

Benefits

...property protection

...protection of life/infrastructure

Costs

...Minimal

...personnel time to develop campaign

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?	2	1
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?	2	1
Administrative: Does the community have the administrative capacity to implement the action?	2	2
Political: Is there strong public support to implement and maintain the action?	1	1
Legal: Does the community have the legal authority to implement the action?	2	2
Economic: Is the action cost-effective?	2	2
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?	1	1
Sub-total	12	10
Total Score	22	
Priority		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

Action #9

Develop Drainage Infrastructure Maintenance Program and Drainage Record-Keeping System (Asset Management Plan)

An asset management plan can serve as a long range planning document that provides the framework for understanding the assets (infrastructure) the Town currently owns, services the Town currently provides, risks the Town assumes, and financial investments it takes to maintain operations. An asset management plan can help the Town to be more proactive in its management of both physical and financial resources. Since the 2010 Plan, utilizing Geographic Information Systems (GIS), the Town's drainage system is mapped and recorded as part of the Phase II Stormwater Management Plan. With additional software/technology, the Town will be able to track cleaning, maintenance, and 'hot spot' trouble areas within the system and extend investments made to infrastructure.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Planning, Pre-Disaster

Property Protection

Benefits

...property protection

...protection of life/infrastructure

Costs

...Significant

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?		
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?		
Administrative: Does the community have the administrative capacity to implement the action?		
Political: Is there strong public support to implement and maintain the action?		
Legal: Does the community have the legal authority to implement the action?		
Economic: Is the action cost-effective?		
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?		
Sub-total		
Total Score		
Priority		
Move to Section 3 – Capability Assessment		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

Action #10

Conduct feasibility/engineering study to earthquake-proof municipally-owned buildings..

There are several older municipally-owned buildings constructed of un-reinforced masonry (Johnson School, the Coolidge Garden elder housing building, and the Eliot School). An engineering study will identify the feasibility of the financial investments necessary to protect these structures.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Planning, Pre-Disaster

Property Protection

Benefits

...property protection

...protection of life/infrastructure

Costs

...Moderate

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?	-1	-1
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?	-1	-1
Administrative: Does the community have the administrative capacity to implement the action?	-1	-1
Political: Is there strong public support to implement and maintain the action?	-1	-1
Legal: Does the community have the legal authority to implement the action?	-1	-1
Economic: Is the action cost-effective?	-1	-1
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?	-1	-1
Sub-total	-7	-7
Total Score	-14	
Priority		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

NATURAL RESOURCE PROTECTION

Action #11

Retrofit of paved parking areas within the Town

There may be opportunities to include improved drainage (Green Infrastructure/Low Impact Development) practices, such as infiltration strips and reduced pavement, in existing commercial and municipal parking lots that are being resurfaced. The Town is presently assessing the feasibility of a Stormwater Management Utility District which should also consider the development of 'criteria' relative to incentive credits for stormwater improvements across three typologies: retrofit of existing paved surfaces (reductions); new/expansion of parking for commercial sites; and, residential conversions.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Mitigation, Pre-Disaster

Property Protection

Benefits

...reduced flow/loading to drainage infrastructure

...increased infiltration on-site

...property protection

Costs

...Significant

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?	1	2
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?	-1	2
Administrative: Does the community have the administrative capacity to implement the action?	-1	1
Political: Is there strong public support to implement and maintain the action?	-1	-1
Legal: Does the community have the legal authority to implement the action?	1	1
Economic: Is the action cost-effective?	1	2
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?	2	2
Sub-total	2	9
Total Score	11	
Priority		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

Action #12

Invasive Species Eradication Programs

The Town should increase community awareness and participation in hazard mitigation activities to include hazardous vegetation abatement and forest management projects

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Mitigation, Pre-Disaster

Property Protection

Benefits

...protection of stream/river banks (minimized erosion)

...protection of drainage infrastructure

...property protection

Costs

...Staff time/Minimal

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?	1	1
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?	-1	1
Administrative: Does the community have the administrative capacity to implement the action?	1	1
Political: Is there strong public support to implement and maintain the action?	1	1
Legal: Does the community have the legal authority to implement the action?	1	1
Economic: Is the action cost-effective?	-1	-1
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?	-1	1
Sub-total	1	5
Total Score	6	
Priority		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

EMERGENCY SERVICES

Action #13

Develop, Map and Maintain Viable Evacuation Routes

As part of the Town's Comprehensive Emergency Management Plan and coordination at both the regional and state level, develop, map and maintain emergency evacuation routes.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Planning, Pre-Disaster

Property Protection

Benefits

...public safety

...accelerated evacuation

...uninterrupted access

Costs

...Moderate

...personnel time to develop/map routes, personnel time to maintain

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?	2	2
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?	2	2
Administrative: Does the community have the administrative capacity to implement the action?	2	2
Political: Is there strong public support to implement and maintain the action?	2	2
Legal: Does the community have the legal authority to implement the action?	2	2
Economic: Is the action cost-effective?	2	2
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?	0	0
Sub-total	12	12
Total Score	24	
Priority		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

Action #14

Publish Evacuation Routes

Contact the local phone company in regards to putting the Natick Evacuation Routes Map, including emergency shelter locations, in the Community Section of the local phone book.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Planning, Pre-Disaster

Property Protection

Benefits

...public safety

...accelerated evacuation

...uninterrupted access

Costs

...Minimal

...personnel time for coordination

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?		
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?		
Administrative: Does the community have the administrative capacity to implement the action?		
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Economic: Is the action cost-effective?		
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?		
Sub-total		
Total Score		
Priority		
Combine with Action #13		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

Action #15

Coordinate Evacuation Plans with Neighboring Municipalities

The Police Department will work with neighboring communities and the State to coordinate evacuation plans.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Planning, Pre-Disaster

Property Protection

Benefits

...public safety

...accelerated evacuation

...uninterrupted access

Costs

...Minimal

...personnel time for coordination

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?		
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?		
Administrative: Does the community have the administrative capacity to implement the action?		
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Legal: Does the community have the legal authority to implement the action?		
Economic: Is the action cost-effective?		
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?		
Sub-total		
Total Score		
Priority		
Combine with Action #13		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

Action #16

Tourist Evacuation and Shelter

Out of state tourists may not be familiar with local authorities, evacuation routes, locations of designated shelters, or know what to expect if police-enforced evacuation becomes necessary. The Police Department will distribute information on town evacuation routes and emergency shelters to hotels, Bed and Breakfasts, real estate agencies dealing with seasonal rentals, and other facilities and events hosting tourists.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Planning, Pre-Disaster

Property Protection

Benefits

...public safety

...accelerated evacuation

...uninterrupted access

Costs

...Minimal

...personnel time for coordination

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?		
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?		
Administrative: Does the community have the administrative capacity to implement the action?		
Political: Is there strong public support to implement and maintain the action?		
Legal: Does the community have the legal authority to implement the action?		
Economic: Is the action cost-effective?		
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?		
Sub-total		
Total Score		
Priority		
Combine with Action #13		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

Action #17

Public Information, Outreach – Signage

Post signs that indicate where major access routes are and areas where early evacuation is necessary. This is important not only for the residents but for the general public, including tourists, who may be visiting the area.

Part 1: Review Benefits and Costs

Review Tool 2: Benefits

Action Type: Planning, Pre-Disaster

Property Protection

Benefits

...public safety

...accelerated evacuation

...uninterrupted access

Costs

...Minimal

...personnel time for coordination

Part 2: Prioritize Actions – Quantitative Method

Method C – Simple Score

Criterion:	Cost	Benefit
Social: Is the action compatible with present and future local community needs and values?	2	2
Technical: Is the action feasible with available local resources (or as supplement by outside resources as necessary)?	2	2
Administrative: Does the community have the administrative capacity to implement the action?	2	2
Political: Is there strong public support to implement and maintain the action?	2	2
Legal: Does the community have the legal authority to implement the action?	2	2
Economic: Is the action cost-effective?	2	2
Environmental: Does the action impact environmental resources, and is the impact positive, negative, or neutral?	0	0
Sub-total	12	12
Total Score	24	
Priority		
Ranking Descriptions:		
Very Beneficial: 2		
Favorable: 1		
Not Applicable: 0		
Not Favorable: -1		

Sign in Sheet

Deember 19; 2017 9:00 AM - 11:00 AM

[illegible]

Public Workshop #2: April 18, 2018

Natick Hazard Mitigation Plan Update

Public Workshop #2

Natick Town Hall – 3rd Floor Training Room
13 East Central Street
Natick, MA 01760
April 18, 2018 7:30 PM

Agenda

1. Accomplishments to Date
2. Preliminary Mitigation Actions
3. Questions/Comments
4. Next Steps



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HAZARD MITIGATION PLAN

**LEGAL NOTICE
TOWN OF NATICK
DEPARTMENT OF COMMUNITY AND
ECONOMIC DEVELOPMENT**

The Town of Natick is currently updating the July 2010 Hazard Mitigation Plan. This plan is important because it helps the Town plan and receive funding for projects that reduce the risk of injury or damage to property from future natural hazard events such as flooding and hurricanes. This meeting will provide an update, presentation, and public workshop of the Town's Hazard Mitigation Plan.

The workshop will be held in the Third Floor Training Room, Natick Town Hall, 13 East Central Street, Natick, MA on Wednesday, April 18, 2018 at 7:30pm.

For more information, or to request to review a copy of the 2010 Hazard Mitigation Plan, please visit:
<http://www.natickma.gov/1390/Naticks-Hazard-Mitigation-Plan-Update>

Reasonable accommodations and audio-visual aids and services will be provided upon request.

This notice may also be viewed at www.masspublicnotices.org

AD#13678044
MWDN 4/12/18



HAZARD MITIGATION PLAN LEGAL NOTICE TOWN OF NA

HAZARD MITIGATION PLAN

LEGAL NOTICE

TOWN OF NATICK

DEPARTMENT OF COMMUNITY AND

ECONOMIC DEVELOPMENT

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Appeared in: **MetroWest Daily News** on Thursday, 04/12/2018



[Printer-friendly version](#)



[E-mail to a friend](#)

Town of Natick, MA Hazard Mitigation Plan 2010 Update

Public Workshop
April 18, 2018
7:30 pm
Natick Town Hall
3rd Floor Training Room



Why Hazard Mitigation Planning?

Disaster Mitigation Act of 2000, Interim Final Rule, 44 CFR Parts 201 and 206 states, “All communities must have an approved Multiple Hazards Mitigation Plan in order to qualify for future federal disaster mitigation grants”.

Reduction or elimination of long-term risk to life, property, and the environment.



Natick Local Hazard Mitigation Committee

- James Errickson, Director Community and Economic Development
- Victoria Parsons, Conservation Agent/Planner
- Jeremy Marsette, Director Public Works
- Mark Coviello, Town Engineer (retired)
- Bill McDowell, Town Engineer (current)
- John Digiacomio, Assistant Town Engineer
- James Hicks, Police Chief
- Brian Lauzon, Police Lieutenant/Executive Officer
- Richard White, Fire Chief
- James White, Director Public Health
- Craig Pereira, Consultant – Horsley Witten Group, Inc.



Mitigation Process

- Assess Risks
- Establish Goals
- **Identify Projects/Actions**
- Update/Maintain Plan



What we have accomplished...

- Kickoff Meeting MEMA (October 26, 2016)
- Municipal Interviews (Winter 2016)
- Public Workshop #1 (June 15, 2017)
- Natick Local Mitigation Committee Meetings
- 2010 Plan 'Report Card'
- Survey (Spring/Summer 2017)



Improved Risk Assessment

- Hazard Identification
- Hazard Event profile



Confirmation of ... Hazards Affecting Natick (2010 Plan)

- Flood Related
 - Estimated 200 acres of land area subject to flooding, largest areas associated with:
 - Northeast corner of Town (Sunkaway wetlands)
 - Lincoln and Water Streets
 - Burning Tree Road
 - South Main Street (Rockwood/Elmwood)
 - Liberty
 - Dam Failure... Charles River Dam and Jennings Pond Dam
- Winter Related
 - Severe Winter Storms... Heavy snow and winter storms continue to increase in frequency and severity. Power outages are a primary concern.



Confirmation of ... Hazards Affecting Natick (2010 Plan)

- Wind Related

- Hurricanes...Flooding, downed trees, power outages.
- Tornadoes...the risk of tornado is minimal, yet real.
- High Winds...strong winds can create debris problems including downed power lines.

- Geologic Related

- Earthquakes...Town is susceptible, but unlikely to occur.

- Fire Related

- Brush fires
 - Coolidge Hill
 - Town Forest



Additional Considerations for ... Hazards Affecting Natick (2018 Plan)

- Invasive Species Related
 - Japanese Knotweed
- Climate Change
 - The Environmental Protection Agency (EPA) indicates there is recent, strong evidence that most of the warming of the Earth's surface temperature over the past 50 years is a direct result of human behavior.
 - By 2100, Massachusetts could see moderate temperature increases in the winter, spring, summer, and fall.
 - Increased temperatures and frequency of heat waves could also impact the number of heat-related illnesses and/or deaths in Massachusetts,.
 - The very same warming and climate increases could also expand the habitat and infectivity of disease-carrying insects, increasing the potential for malaria, Eastern Equine Encephalitis and Lyme Disease.



Hazard Index (2018 Update)...

based on historical frequency and severity

Criteria for Frequency Categorization:

Very low frequency: events that occur less frequently than once in 1,000 years (less than 0.1% per year).

Low frequency: events that occur from once in 100 years to once in 1,000 years (0.1% to 1% per year).

Medium frequency: events that occur from once in 10 years to once in 100 years (1% to 10% per year).

High frequency: events that occur more frequently than once in 10 years (greater than 10% per year).

Hazard Index (2018 Update)...

based on historical frequency and severity

Criteria for Severity Categorization (based on past hazard events):

Minor: Limited and scattered property damage; no damage to public infrastructure; contained geographic area; essential services not interrupted; no injuries or fatalities.

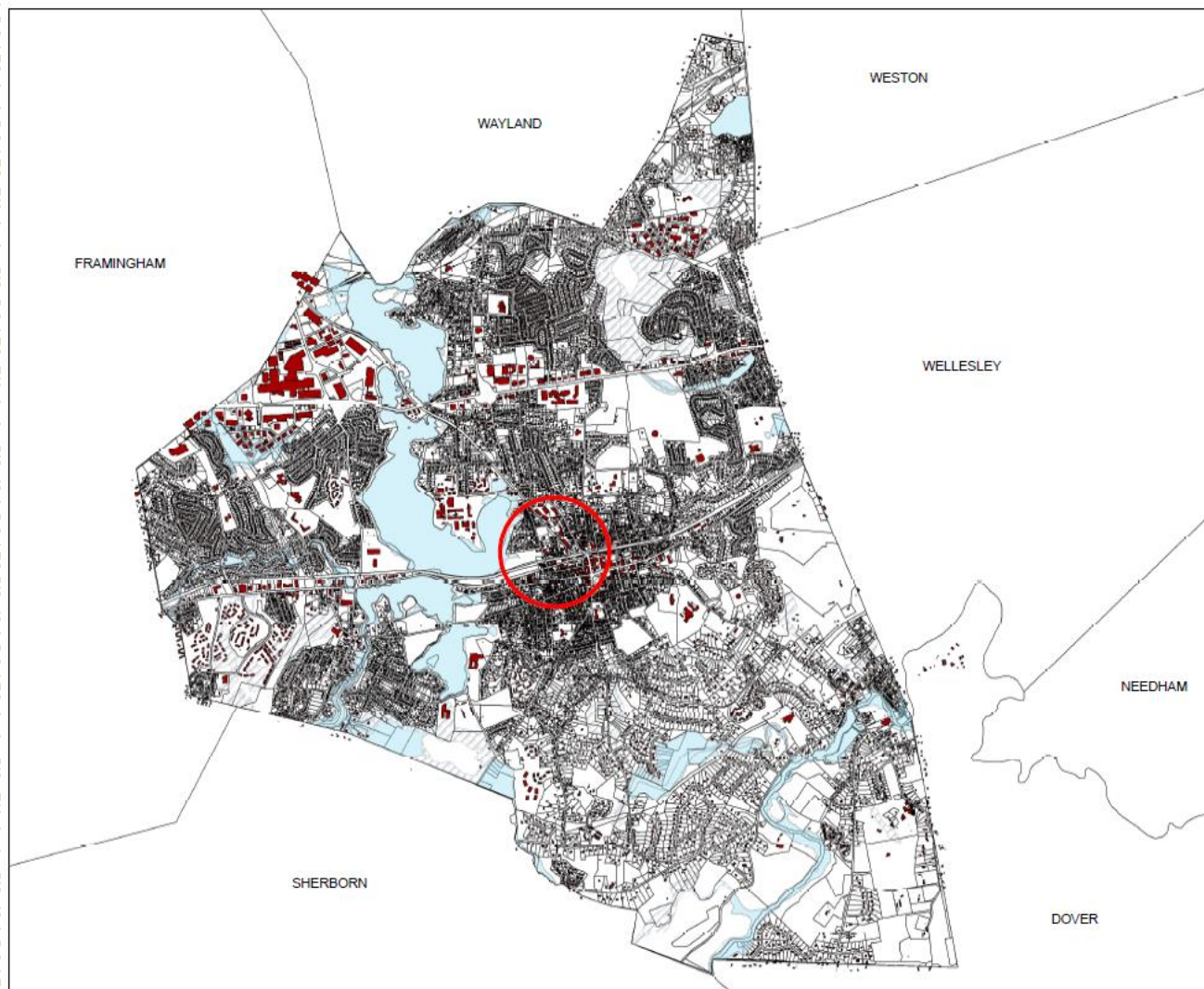
Serious: Scattered major property damage; some minor infrastructure damage; wider geographic area; essential services are briefly interrupted; some injuries/fatalities.

Extensive: Consistent major property damage; major damage to public infrastructure; essential services are interrupted for several hours to several days; many injuries and fatalities.

Catastrophic: Property and public infrastructure destroyed; essential services stopped; thousands of injuries and fatalities.



<i>Natural Hazard</i>	<i>Frequency (i.e. Very Low, Low, Medium, High)</i>	<i>Location (i.e. small/local, medium/regional, large/multiple communities)</i>	<i>Severity (i.e. minor, serious, extensive, catastrophic)</i>	<i>Hazard Index (i.e. ranked by combining frequency and severity; 10 - high, 1 - low)</i>
Flood-Related Hazards				
- Riverine/Flash Flooding	Low	Medium/Regional	Serious	3
- Inland/Urban Flooding/Heavy Rain	High	Medium/Regional	Extensive	7
- Climate Change	Medium	Medium/Regional	Serious	5
- Dam Failures	Very Low	Small/Local	Extensive	4
Winter-Related Hazards				
- Blizzards/Snow/Nor'easter	High	Large/Multiple	Extensive	7
- Ice	Low	Medium/Regional	Serious	3
- Extreme Cold	Low	Large/Multiple	Serious	3
Wind-Related Hazards				
- Hurricanes	Medium	Large/Multiple	Extensive	5
- Tornadoes*/High Winds	High	Medium/Regional	Serious	6
- Lightning/Thunderstorms	High	Local	Minor	5
- Hail	High	Local	Minor	5
Geologic-Related Hazards				
- Earthquakes	Very Low	Medium/Regional	Catastrophic	5
Drought				
- Drought	Low	Medium/Regional	Minor	3
Urban Fire/Wildfire				
- Urban Fire/Wildfire	Low	Small/Local	Minor	3
Invasive Species				
- Japanese Knotweed	Low	Small/Local	Minor	1






Town of Natick, MA

0 0.25 0.5 1
Miles



Legend

-  Repetitive Loss Area
-  Structures
-  100-Year Flood Zone
-  500-Year Flood Zone

Map 2-1 Flood Hazard Areas Map

September 19, 2017 CSP
Source: MassGIS

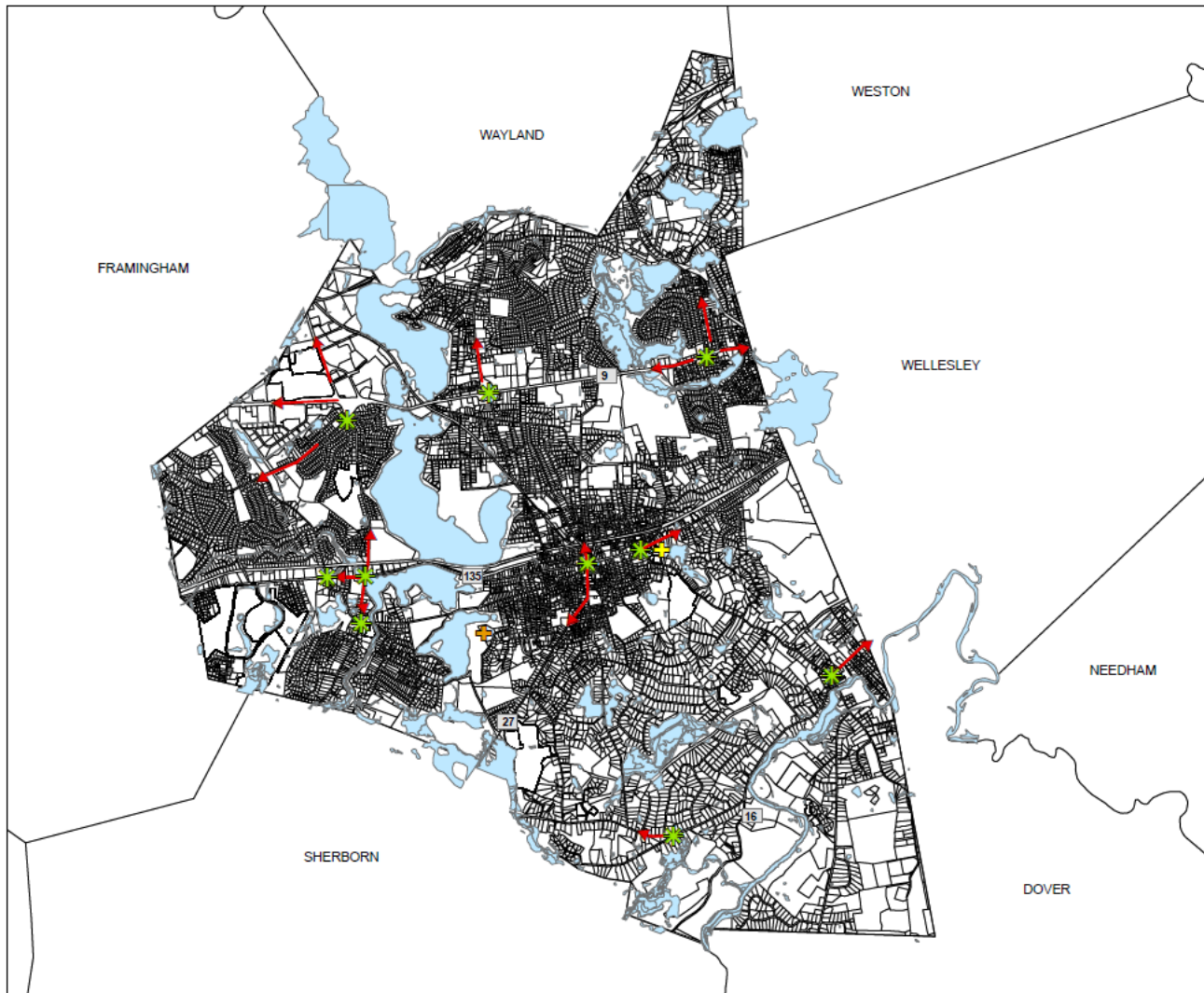
Horsley Witten Group
Sustainable Environmental Solutions
50 Damarra Street • Suite 403 • Providence, RI 02903
401-272-1717 • horsleywitten.com



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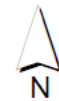








Town of Natick, MA

0 0.275 0.55 1.1

Miles



Legend

-  Primary Shelter
-  Secondary Shelter
-  Traffic Control Points
-  Evacuation Routes

It is noted that the evacuation routes shown on this map have been locally-approved, but not signed (draft). The Natick Emergency Management Director is currently working with the State to confirm.

Map 2-6 Traffic Control Points/ Evacuation Routes Map

January 20, 2018 CSP
Source: Town of Natick

Horsley Witten Group
Sustainable Environmental Solutions

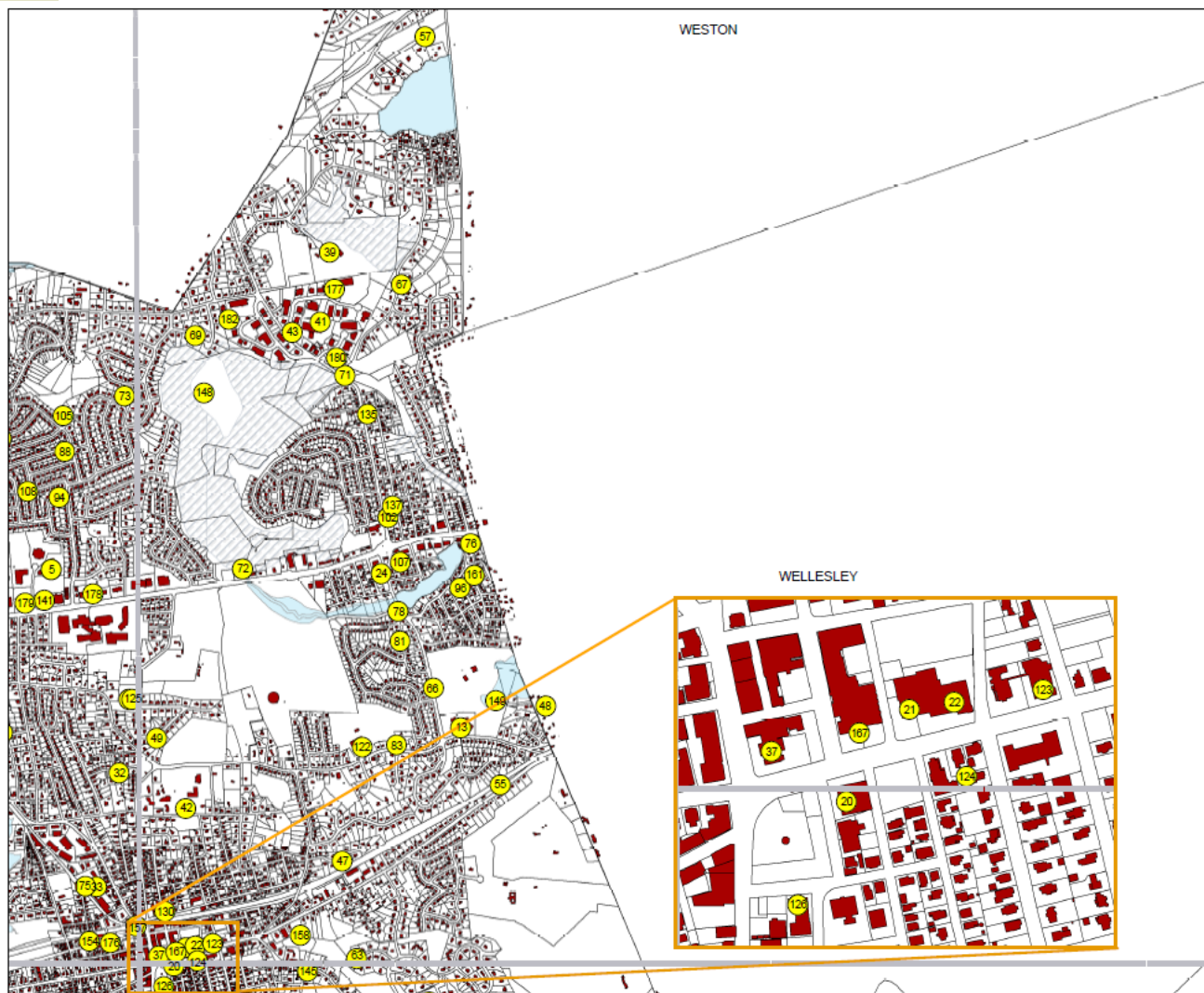
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Town of Natick, MA

0.250.125 0 0.25
Miles



Legend

- 46 Critical Facilities
- Structures
- 100-Year Flood Zone
- 500-Year Flood Zone

Figure 2.5.1
Critical Facilities Map
NE Quadrant

January 22, 2018 CSP
Source: MassGIS

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Horsley Witten Group



Site ID	Facility Name	Site ID	Facility Name	Site ID	Facility Name	Site ID	Facility Name
1	Metrowest Medical Center	47	Donovan Ln (Sewer Pump Station)	95	Jodi Taylor-Boudreau (in-home DC)	141	Salmon Center for Early Education
2	Mary Ann Morse Nursing and Rehab.	48	College Rd (Sewer Pump Station)	96	McGovern-Theriat, Ann Marie (in-home DC)	142	Coolidge Gardens
3	Eliot Healthcare Center	49	Deerfield Ln (Sewer Pump station)	97	Mary Pappas (in-home DC)	143	Cedar Gardens
4	Beaumont Rehab and Nursing Center	50	Lincoln St (South Natick)	98	Chanie Fogelman (in-home DC)	144	Sherwood Plaza Shops
5	Whitney Place Assisted Living	51	Redman Village (Sewer Pump Station)	99	Zdorovie Adult Day Health Care	145	Walker, Donna Lee (in-home DC)
6	Riverbend Convalescent	52	Bellevue Rd (Sewer Pump Station)	100	Travel Lodge	147	Evergreen Wells
7	Natick High School	53	Prime Park (Sewer Pump Station)	101	Healey, Virginia (in-home DC)	148	Pine Oaks Wells
8	Kennedy Middle School	54	Pheasant Hollow (Sewer Pump Station)	102	Tatro, Nancye (in-home DC)	149	Morse's Pond Well
9	Wilson Middle School	55	E. Central St (Sewer Pump Station)	103	Hampton Inn	150	Elm Bank Treatment Plant
10	Bennett-Hemenway School	56	Algonquian Dr (Sewer Pump Station)	104	Courtyard by Marriott	151	Bright Horizons
11	Memorial School	57	Indian Rock (Sewer Pump Station)	105	Sirafos, Kerri (in-home DC)	152	Mini Miracles Children's Center
12	Brown School	58	Moore St (Sewer Pump Station)	107	Rosana Pereira (in-home DC)	153	Natick Army Systems Command Center
13	Lilja School	59	Justin Rd (Sewer Pump Station)	108	Diane Iwanicki (in-home DC)	154	Army Reserve Center
14	Johnson School	60	Course Pond (Sewer Pump Station)	109	Lisa Char-Smith (in-home DC)	155	Natick Mall
15	River Bend Day School	61	Fieldstone Ln (Sewer Pump Station)	110	Sherry Bragdan (in-home DC)	156	West Natick Train Station
16	St. Linus Church	62	Dug Pond (Sewer Pump Station)	111	Pini, Lisa A. (in-home DC)	157	Natick Center Train Station
17	West Suburban Arena	63	Hunnewell St (Sewer Pump Station)	112	Sinclair, Lynette (in-home DC)	158	Natick Community Center
18	DPW Headquarters	64	DPW/Rink	113	Paula Kelley (in-home DC)	159	Charles River Dam
19	Natick Water Treatment Plant	65	Travis Rd (Sewer Pump Station)	114	MacLellan, Lisa Ann (in-home DC)	160	Union St. Water Tank
20	Natick Town Hall	66	Pit (Sewer Pump Station)	115	Wellesley Cooperative Nursery	161	Worcester St. Water Tank
21	Natick Police Department	67	Rathbun 2 (Sewer Pump Station)	116	Julie Cohen (in-home DC)	162	Chabad Center Synagogue
22	Natick Fire Department	68	Townline (Sewer Pump Station)	117	Harvru Lee (in-home DC)	163	Stop n Shop
23	South Natick Fire Station	69	Pamela Rd (Sewer Pump Station)	118	Primrose School of Natick	164	Roche Bros.
24	East Natick Fire Station	70	Hammond Rd (Sewer Pump Station)	119	Plaent Gymnastics of Natick	165	Home Depot
25	West Natick Fire Station	71	Rathbun 1 Sewer Pump Station)	120	Dug Pond	166	Cole Recreation Center
26	Prottas, Ellen (in-home DC)	72	4 M (Sewer Pump Station)	121	Cochituate State Park	167	Natick Library
27	Blinn, Gladys (in-home DC)	73	Bradford Rd (Sewer Pump Station)	122	Jehovha's Witness Assembly Hall	168	William Chace Arena
28	Leary, Gayle (in-home DC)	74	Cypress (Sewer Pump Station)	123	St. Patrick's Church	170	Creative Adventures
29	St. Benedict School	75	Crescent St (Sewer Pump Station)	124	St. Paul's Episcopal	171	Camp Woodtrail
31	Gearheart, Catherine (in-home DC)	76	Grove Rd (Sewer Pump Station)	125	Fiske United Methodist Church	172	Little Flippers
32	Disciullo, Karen I. (in-home DC)	77	Health (Sewer Pump Station)	126	First Baptist Church in Natick	173	Sergeant Camp
33	Tir Na Nog Childcare	78	Jennings Pond (Sewer Pump Station)	127	Temple Israel of Natick	174	Energy Fitness and Gymnastics
34	The Next Generation Children's Center	79	Springvale (Sewer Pump Station)	128	Garden Gate Academy	175	MteroWest Academy
35	Tobin After School Program	80	Bright Beginnings Children's Center	130	Albanian Orthodox Church	176	Gymnastics Express
36	Tobin Children's Center	81	Elizabeth McQuade (in-home DC)	131	Christ Lutheran Church	177	Frozen Ropes
37	The Nursery School - First Congregational	83	Sandra Downer (in-home DC)	132	Hartford Presbyterian	178	Todos Dance Studio
38	Le Petit Monde Daycare	84	Brandi McDavitt (in-home DC)	133	Christian Science Church	179	Chuck e Cheese
39	Brandon School	86	Kacavich, Kathy (in-home DC)	134	Church of Christ	180	Primetime Lacrosse
40	West Natick Bible Church	87	Cheryl Gigliotti (in-home DC)	135	St. Mark's Coptic Church	181	Miss Heejins Dance Studio
41	World of Smiles	88	Kristen Florentino (in-home DC)	136	Eliot Church	182	Crossroads School
42	Walnut Hill School	90	Face Children's Center	137	East Natick Methodist Church		
43	Later Longfellow Daycare	91	Monticello Inne/Suites	138	Camp Arrowhead		
44	Natick DPW	92	Judy Gordon Nursery School	139	Camp Broadmoor		
46	Hopewell Farms (Sewer Pump Station)	93	Crowne Plaza	140	Sherwood Village		

Hazard Vulnerability Assessment

Since the 2010 plan, Natick's vulnerability to natural disasters has not significantly changed. In fact, new developments are in compliance with the updated State building codes and stormwater standards, and in turn, these more restrictive codes help facilitate decreases in a structures' overall vulnerability.

Hazard Vulnerability Assessment

- Social Vulnerability
 - Public Infrastructure/Emergency Lifelines
 - Number of public buildings/structures and access roads located within the flood zone.
 - Evacuation/Population at Risk
 - Evacuation routes are locally-approved, however not signed.
 - Natick's EMD working with the State on this.
 - Primary and Secondary Shelters (Community Senior Center/High School), in addition to 10 Mass Care Shelters/Reception Centers.

Hazard Vulnerability Assessment

- Economic Vulnerability
 - NFIP-Insured Property Damage
 - 59 policies/\$18.9 million in coverage
 - 5 repetitive flood loss structures
 - Impacts of FEMA Flood Zones
 - 100- and 500-Year Vulnerability Analyses

Hazard Vulnerability Assessment

- Environmental Vulnerability
 - Weather-related hazard events, in addition to Japanese Knotweed have particular impacts on the natural and built environment.
 - Both direct and indirect costs (direct: loss of habitat and salinization of land/ groundwater, indirect: widespread inland damage to the built environment, threats to ecosystems/ species, and contamination of potable water supply).

Develop Goals and Objectives

Mitigation Goal...

“Reduce the loss of or damage to life, property, infrastructure, and natural, cultural, and economic resources from natural disasters”

Develop Goals and Objectives

Mitigation Objectives...

- Protect the public health, safety and welfare.
- Reduce both public and private property damages caused by hazard impact.
- Minimize social distress and economic losses/business disruption.
- Provide an ongoing forum for the education and awareness of natural hazard mitigation issues, programs, policies, projects and resources.

Analyze Existing/Research New Strategies

- Coordination with neighboring communities
- Natick Comprehensive Master Plan 2030+
- Natick Open Space Plan, 2012
- Flood Plain Overlay District
- Land Use and Subdivision Control Regulations
- Wetlands Protection Bylaw
- Stormwater Management/Erosion Control Bylaw

Analyze Existing/Research New Strategies

- MA State Building Code
- Emergency Management Planning Committee
- Medical Reserve Corp
- Municipal Vulnerability Preparedness Working Group
- Municipal Administration and Staff
- Federal/State Grant Opportunities

Develop Comprehensive Range of Actions/Projects

- Public Education and Awareness
- Property Protection
- Natural Resource Protection
- Structural Projects
- Emergency Services, and
- Planning and Prevention

Preliminary Mitigation Measures

Public Education and Awareness

Distribute Informational Natural Hazards Pamphlet

Develop a pamphlet to be distributed to all residents and business owners that describes the natural hazards that threaten the community and describes steps they can take for each hazard to mitigate damages to their property. Include evacuation routes and shelter locations along with items that can and cannot be taken to the shelters as well as information regarding the risk to the community for brush/forest fires and how residents can help prevent them.

Acquire prioritized open space parcels for increased flood storage/protection

The Town will work with private homeowners in these areas to identify an acquisition project (s), obtain approval by the State and FEMA, and seek funding to purchase the property. By purchasing these residential properties, the Town is utilizing an effective program designed to remove people and property from high-risk areas and reduce disaster losses, while also expanding open space land holdings. The buildings are either demolished or relocated, and the land is then restricted to open space in perpetuity.

Preliminary Mitigation Measures

Public Education and Awareness

Acquire properties in the Special Flood Hazard/Repetitive Flood Loss Areas

Natick now includes 5 commercial and industrial severe repetitive flood loss properties as well as various properties subject to periodic flooding. The Town will work with the commercial and industrial property owners in these areas and FEMA to identify an acquisition project (s), obtain approval by the State and FEMA, and seek funding to purchase the property. By purchasing these properties, the Town is utilizing an effective program designed to move people and property away from high-risk areas to reduce disaster losses. The buildings are either demolished or relocated, and the land is then restricted to open space, recreation, or wetlands in perpetuity.

Prepare an “After the Storm Recovery” Plan for the Community

The Town should utilize the opportunity of a disaster to improve its’ disaster resilience. Once critical life and safety issues and vital public services have been addressed and re-established, emphasis should be placed on the long-term recovery of the community, balancing the need to rebuild rapidly and return to normal against the objective of building back better and stronger. (Community Assessments, Recovery and Reconstruction Bylaw and Debris Management Plan)

Preliminary Mitigation Measures

Natural Resources Protection

Retrofit of paved parking areas within the Town

There may be opportunities to include improved drainage (Green Infrastructure/Low Impact Development) practices, such as infiltration strips and reduced pavement, in existing commercial and municipal parking lots that are being resurfaced. The Town is presently assessing the feasibility of a Stormwater Management Utility District which should also consider the development of ‘criteria’ relative to incentive credits for stormwater improvements across three typologies: retrofit of existing paved surfaces (reductions); new/expansion of parking for commercial sites; and, residential conversions.

Invasive Species Eradication Programs

The Town should increase community awareness and participation in hazard mitigation activities to include hazardous vegetation abatement and forest management projects.

Preliminary Mitigation Measures

Structural Projects

Develop an implementation strategy to address Property and Streets Subject to Flooding from Poor Drainage and Run-Off

Determine what mitigation activities...maintenance (catch basin cleaning) v. monitoring (State road) v. structural/replacement (undersized pipes) v. pavement management (roadway crown/ponding) can alleviate the problem while creating the most benefit to the community for each street. (e.g. address those roads that are part of the town evacuation route first, once developed, then main thoroughfares, etc.). If structural/replacement, identify general costs associated with each.

- Maintenance
- Monitoring
- Structural/Replacement
 - ...Highland Avenue/Middle Street
 - ...Sunkaway Area

Preliminary Mitigation Measures

Emergency Services

Evacuation Routes

Develop, Map and Maintain Viable Evacuation Routes

As part of the Town's Comprehensive Emergency Management Plan and coordination at both the regional and state level, develop, map and maintain emergency evacuation routes.

Publish Evacuation Routes

Contact the local phone company in regards to putting the Natick Evacuation Routes Map, including emergency shelter locations, in the Community Section of the local phone book.

Coordinate Evacuation Plans with the State and Neighboring Municipalities

Work with neighboring communities to coordinate evacuation plans.

Public Information, Outreach – Signage

Post signs that indicate where major access routes are and areas where early evacuation is necessary.

Preliminary Mitigation Measures

Emergency Services

Tourist Evacuation and Shelter

Out of state tourists may not be familiar with local authorities, evacuation routes, locations of designated shelters, or know what to expect if police-enforced evacuation becomes necessary. Distribute information on town evacuation routes and emergency shelters to hotels, Bed and Breakfasts, real estate agencies dealing with seasonal rentals, and other facilities and events hosting tourists.

Preliminary Mitigation Measures

Planning and Prevention

Develop Operations and Maintenance Plans for Town-owned dams, including:

- Charles River Dam
- Jennings Pond Dam

An Operations and Maintenance (O & M) Manual is a detailed written description of systematic procedures for ensuring that a dam is operated and maintained in proper fashion. Adequate operation and maintenance is critical for ensuring the ongoing safe functioning of the dam, as well as continued productive use of the structure and its associated reservoir.

Develop Operations and Maintenance Plans for State-owned dams, including:

- Fiske Pond Dam

An Operations and Maintenance (O & M) Manual is a detailed written description of systematic procedures for ensuring that a dam is operated and maintained in proper fashion. Adequate operation and maintenance is critical for ensuring the ongoing safe functioning of the dam, as well as continued productive use of the structure and its associated reservoir.

Preliminary Mitigation Measures

Planning and Prevention

Implement Public Outreach Campaign for residents/businesses located within a dam inundation zone

Utilize existing Emergency Action Plans (Jennings Pond Dam and Fiske Pond Dam classified as ‘Low Hazard’ structures, and thus do not have EAPs developed) to conduct a public information session for residents and businesses within the various inundation areas regarding what they should do in the event of a dam breach. This could be completed in one general session, or individual sessions for each structure and affected neighborhood.

Conduct feasibility/engineering study to earthquake-proof municipally-owned buildings

There are several older municipally-owned buildings constructed of un-reinforced masonry (Johnson School, the Coolidge Garden elder housing building, and the Eliot School). An engineering study will identify the feasibility of the financial investments necessary to protect these structures.

Preliminary Mitigation Measures

Additions?

Update Plan Maintenance/Implementation

- Maintain periodically, recommended annually
- Update every 5 years per DMA 2000

Next Steps...

- Public Comment Period
- Board of Selectmen...approve to submit
- MEMA Submission

Contact Us...

If you have general questions and/or comments about the Hazard Mitigation Plan Update, please contact:

Victoria Parsons – Conservation Agent/Planner
Town of Natick
13 E. Central Street
Natick, MA 01760
vparsons@natickma.org
Phone: (508) 647-6452

Craig Pereira—Project Manager
Horsley Witten Group
55 Dorrance Street, Suite 200
Providence, RI 02903
cpereira@horsleywitten.com
Phone: (401) 272-1717

Thank You!

Sign in Sheet

Natick Town Hall - 3rd Floor Training Room

4/18/18 7:30 PM

Horsley Witten Group
Sustainable Environmental Solutions
www.horsleywitten.com

Appendix C – Correspondences

Availability of Draft Update – Town Posting

Availability of Draft Update – Adjacent Communities

Availability of Draft – Municipal Departments, Natick

[Affordable Housing](#)[Building Department](#)[Business Resources](#)[Conservation
Commission](#)[Economic
Development](#)[Environmental
Compliance](#)[Natick 2030+
Comprehensive Plan](#)

You Are Here: [Home](#) > [Government](#) > [Community & Economic Development](#) > Natick's Hazard Mitigation Plan Update

Natick's Hazard Mitigation Plan Update

Draft Hazard Mitigation Plan

- [Draft Hazard Mitigation Plan-Natick](#)

The 2018 draft plan's public comment period begins Monday March 12, 2018. Public comment period will continue for 30 days through April 6, 2018. If you have any questions/comments, please direct your correspondence to Victoria Parsons or Craig Pereira.

FEMA defines hazard mitigation as:

A series of actions and policies designed to reduce and/or eliminate the impacts of naturally occurring disasters on people and property.

About the Hazard Mitigation Plan Update

A hazard mitigation plan should be considered a living document that must grow and adapt, keeping pace with a community's growth and change. The Disaster

CONTACT US

Victoria Parsons

Conservation Agent/Planner
phone: (508) 647-6452
Email: vparsons@natickma.org

Located At:

Natick Town Hall
2nd Floor
13 East Central Street

Also...

Craig Pereira

Project Manager
Phone: (401) 272-1717
Email:
cpereira@horsleywitten.com

Craig Pereira

From: Victoria Parsons [vparsons@natickma.org]
Sent: Monday, March 12, 2018 9:16 AM
To: Robert McArthur; ssarkisian@wayland.ma.us; aiui@westonmass.org;
mzehner@wellesleyma.gov; selectmen@dovertown.org; TownPlanner@dovertown.org
Cc: Craig Pereira
Subject: Natick's Draft Hazard Mitigation Plan

Hello,

The 2018 Natick Draft Hazard Mitigation Plan's public comment period begins Monday March 12, 2018. Public comment period will continue for 30 days through April 6, 2018. If you have any questions/comments, please direct your correspondence to me or our consultant Craig Pereira with Horsley Witten Group, who is also copied on this e-mail.

To see the draft, visit the project webpage:
<http://www.natickma.gov/1390/Naticks-Hazard-Mitigation-Plan-Update>

You can also download the draft via this link below:
<https://www.sendthisfile.com/jM4n4NBYqJmI83GINxyiwCGX>

Regards,

--

Victoria Parsons
Conservation Agent/Planner
Town of Natick

Craig Pereira

From: Victoria Parsons [vparsons@natickma.org]
Sent: Monday, March 12, 2018 8:54 AM
To: Jan Dangelo; Jim White; Bill Chenard,; Stephen Price; James Errickson; Rick White; Robert LeFrancois; Linda Stetson; Karen Partanen; Jemma Lambert; Ramsey Susan; Jeremy Marseite; James Hicks; James Kane; Lynda Simkins; Diane Packer; John Townsend
Cc: Craig Pereira
Subject: Draft Hazard Mitigation Plan Available for Public Comment

Hello,

The 2018 draft Hazard Mitigation plan's public comment period begins Monday March 12, 2018. Public comment period will continue for 30 days through April 6, 2018. If you have any questions/comments, please direct your correspondence to me or our consultant Craig Pereira with Horsley Witten Group, who is also copied on this e-mail.

To see the draft, visit the project webpage:
<http://www.natickma.gov/1390/Naticks-Hazard-Mitigation-Plan-Update>

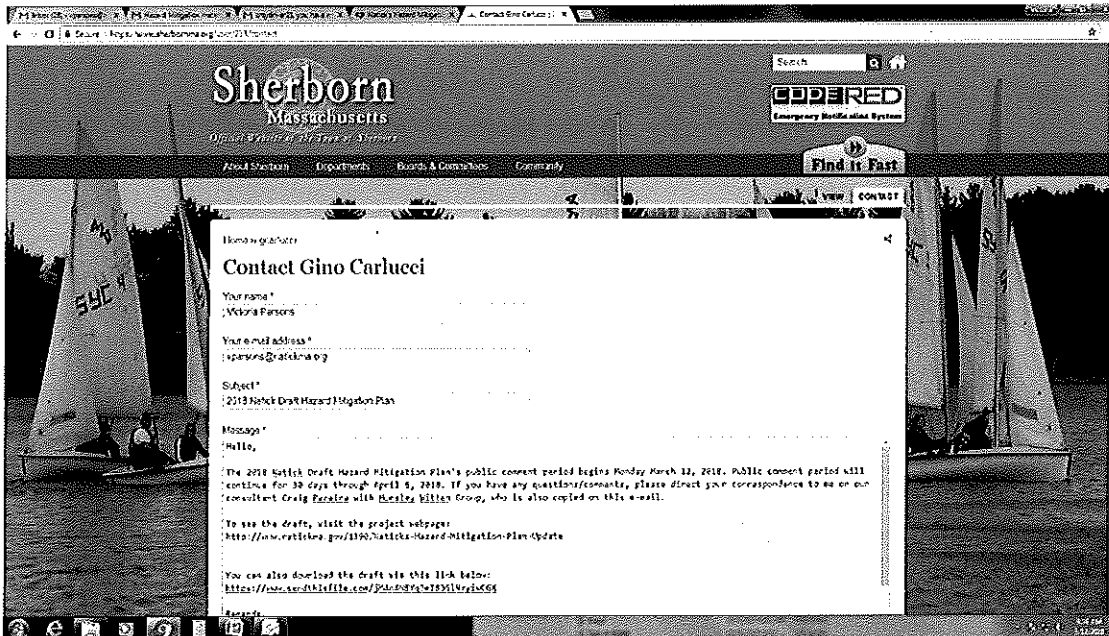
Thanks,

--

Victoria Parsons
Conservation Agent/Planner
Town of Natick

Craig Pereira

From: Victoria Parsons [vparsons@natickma.org]
Sent: Monday, March 12, 2018 9:17 AM
To: Craig Pereira
Subject: Re: Natick's Draft Hazard Mitigation Plan



On Mon, Mar 12, 2018 at 9:16 AM, Victoria Parsons <vparsons@natickma.org> wrote:
Hello,

The 2018 Natick Draft Hazard Mitigation Plan's public comment period begins Monday March 12, 2018. Public comment period will continue for 30 days through April 6, 2018. If you have any questions/comments, please direct your correspondence to me or our consultant Craig Pereira with Horsley Witten Group, who is also copied on this e-mail.

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You can also download the draft via this link below:
<https://www.sendthisfile.com/jM4n4NBYqJmI83GINxyiwCGX>

Regards,

--

Victoria Parsons
Conservation Agent/Planner
Town of Natick

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

Natick's Hazard Mitigation Plan

WHEREAS, A Town Hazard Mitigation Plan preserves the health, safety, and welfare of the citizens of Natick and their property; and

WHEREAS, The 2018 Hazard Mitigation Plan is an update to the Hazard Mitigation Plan last adopted by the Board of Selectman on July 12 2010; and

WHEREAS, The Town of Natick Hazard Mitigation Planning Committee, and along with its contractor, the Horsley Witten Group composed the plan and held a series of advertised and noticed public meetings from October 2016 through early 2018 on drafting the plan update; and

WHEREAS, Adoption of this plan is a federal requirement for the Town to be eligible for federal hazard mitigation grants as a result of a disaster or major mitigation planning project; and

WHEREAS, FEMA Region 1 has completed its review of the 2018 Town of Natick Hazard Mitigation Plan and approved it subject to approval by the Board of Selectmen; and

WHEREAS, Board of Selectmen approval will allow the Town to meet its local hazard mitigation planning requirements pursuant to 44 C.F.R. Section 201 (the Disaster Mitigation Act),

NOW, THEREFORE, BE IT RESOLVED that the Board of Selectmen of the Town of Natick do hereby accept and approve the Town of Natick 2018 Hazard Mitigation Plan as presented and outlined by the Community and Economic Development Department.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the Town of Natick to be affixed on this 6th day of August, 2018.

Amy K. Mistrat, Chair

Susan G. Salamoff, Vice Chair

Michael J. Hickey, Jr., Clerk

Jonathan Freedman

Richard P. Jennett, Jr.

ITEM TITLE: MWRA Sewer Bond

ITEM SUMMARY:

ITEM TITLE: Senior Planner: PlaceMaking

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Hazard Mitigation & PlaceMaking Memo-J. Erickson	7/30/2018	Cover Memo
PlaceMaking-BOS Presentation	8/1/2018	Cover Memo
PlaceMaking-Advisory Group Breakdown	7/30/2018	Cover Memo
PlaceMaking-CED Memo to BOS	7/30/2018	Cover Memo
PlaceMaking-List of Recommendations	7/30/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

BOS Agenda Items

1 message

James Errickson <jerrickson@natickma.org>

Wed, Jul 18, 2018 at 3:57 PM

To: Amy Mistrot <amistrot@natickma.org>, Melissa Malone <mmalone@natickma.org>

Cc: Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>, Victoria Parsons <vparsons@natickma.org>, Ted Fields <tfields@natickma.org>

Hi Amy/Melissa,

I'd like to add two agenda items to one of the next BOS meetings if possible. One item is a recent update on the Hazard Mitigation Plan and requires a fairly simple action of the BOS (shouldn't take too long unless there are questions from Board members). The second item I believe Sue may have mentioned to you for the next meeting and is in regards to the Natick Center Placemaking work being completed NCA and MAPC.

Some further details:

Item 1: Hazard Mitigation Update and Adoption

We received word recently that FEMA/MEMA approved our final Hazard Mitigation Plan, which the BOS voted to submit several months back (BM - Before Melissa). As a final action for this program, the BOS must formally vote to adopt the final document and vote on a resolution. Attached is the final document, the draft resolution, a cover memo, and past documents referenced in the cover memo.

Item 2: Natick Center Placemaking:

This is more of a general update from CED Staff and our partners on the Natick Center Placemaking effort. As you may recall, the Town applied for and received technical assistance through MAPC to conduct a Placemaking exercise for Natick Center. This update will outline what has happened to date and what is planned to happen moving forward. More complete background is provided in the attached cover memo and materials.

Please let me know if you have any questions!
Jamie

--

James Errickson
Director - Community & Economic Development
Town of Natick
508-647-6450

8 attachments



180521 Draft Submittal Support Letter.pdf
178K



180718 Adoption Memo.pdf
321K



Final Hazard Mitigation Plan.pdf
16065K



Project Status Report_BOS_02_2018 (2) (1) (1) (1).pdf
641K



180718 NC PlaceMaking CED Memo to BoS.pdf
299K



Natick Call - List of Recommendations_v3.pdf
220K



Natick_BoardofSelectmen_7.16.18.pdf
1019K



Advisory Group breakdown v16.pdf

27K

NATICKCENTER CREATIVE PLACEMAKING Demonstration Project

**Presentation to Board of Selectmen
August 6, 2018**

Jenn Erickson, Arts & Culture Manager
Daniel Koff, Regional Arts & Culture Planner

Metropolitan Area Planning Council, Boston



Project Goal

The goal of our project is to engage Natick residents, business owners, town staff and the broader MetroWest community in a public process to explore and demonstrate how Natick Center's public places and spaces can be activated through arts, culture, and design in ways that promote **cultural inclusion, accessibility**, and other civic priorities.

Anticipated Outcomes

- Enhanced community legibility, identity, and social and cultural cohesion
- Recommended enhancements to regulatory mechanisms and procedures that improve opportunities for arts and cultural experiences in Natick Center public places and spaces
- Town, Natick Center Associates, and affiliated organizations secure new resources that enable it to continue to strengthen cultural vitality in Natick Center (more arts and cultural programming, space to create and produce work, etc.)

Project Elements



Guiding Values



Engagement Strategy



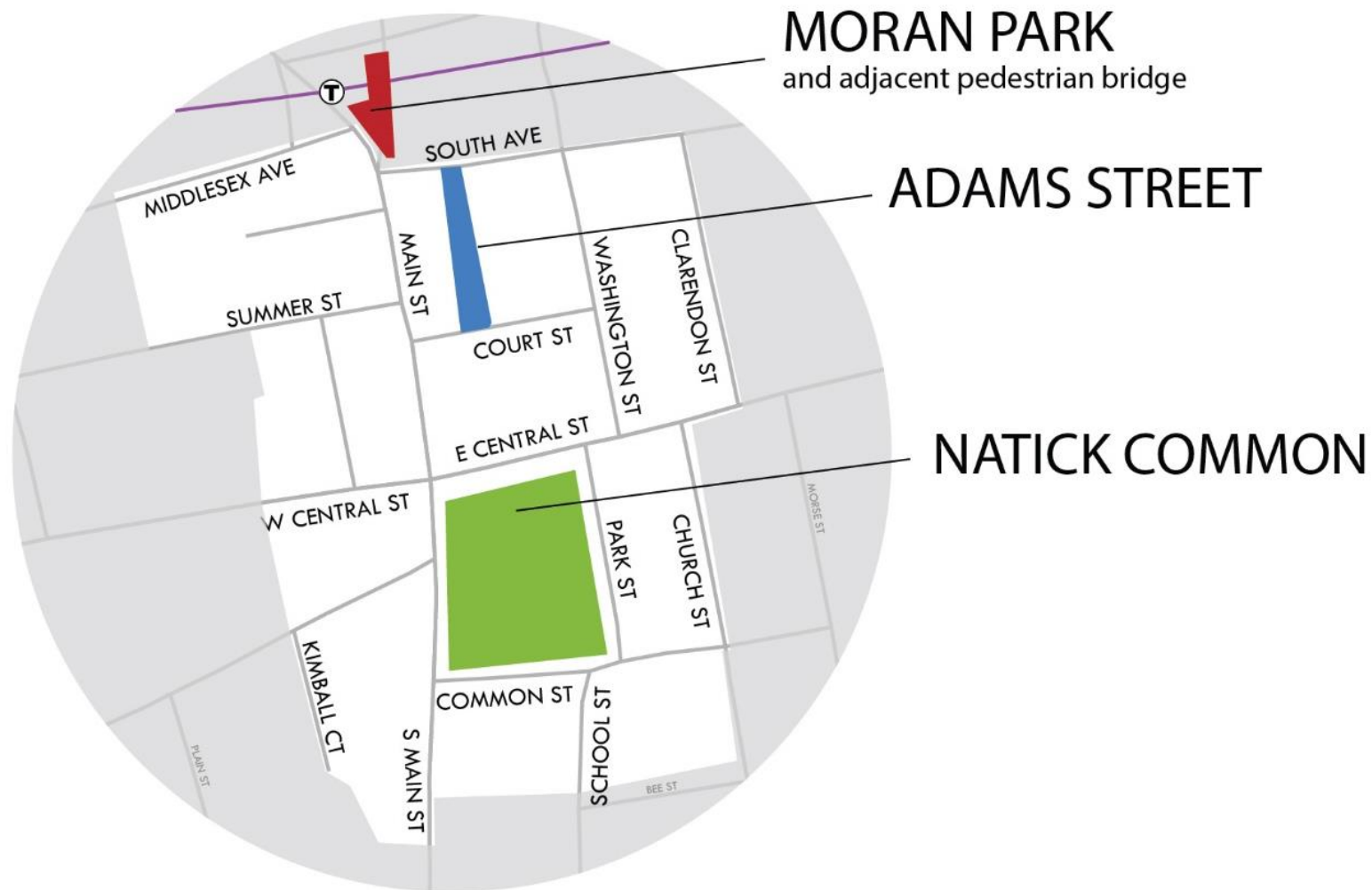
Call for Creatives Scope and Funding

- **Artwork will be temporary**
 - Committee may recommend work to become permanent after the demonstration period ends (tentative dates: Oct 20-21, timed with Natick Open Studios)
- **Openness to medium**
 - writers, poets, historians, storytellers, photographers, new media artists, dancers, choreographers, filmmakers, 2D fine artists, architects, designers, musicians, composers, and culinary artists
- **Individual awards not to exceed \$1,500**
- **Awards will be made by Natick Center Associates**

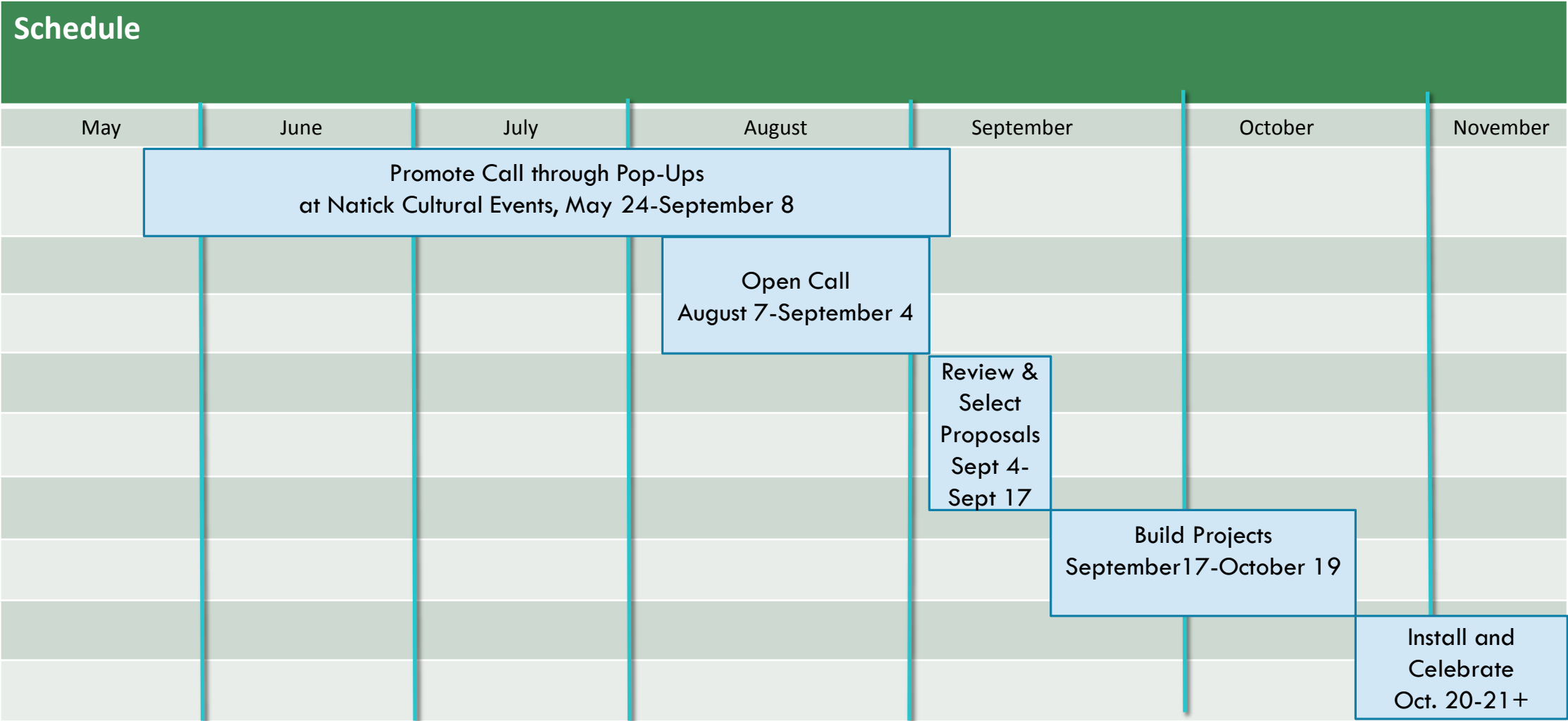
Partnerships

- MAPC is partnering with 1-2 organizations in Natick to ensure diversity of ideas and cultural expression (e.g., Common Street Spiritual Center)
- Partners will receive funding to support projects based on their level of involvement; funding will cover their time and materials costs

Focus Areas

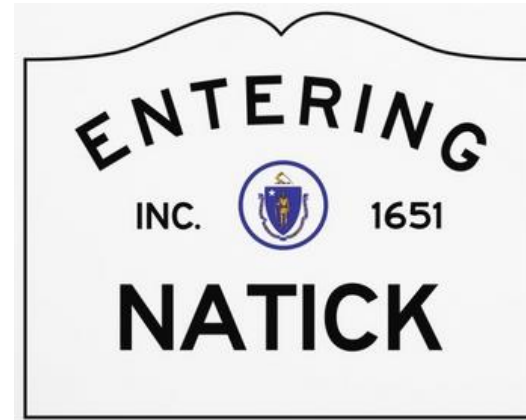


Call for Creatives Timeline



Selection Process

1. Call is Open
 1. MAPC pops up at Natick events
 2. Mentors help shape proposals
2. Selection Committee narrows field to finalists
3. Board of Selectmen approves finalists
4. Ted & Athena interview finalists
5. Public Art Committee makes final selections
6. Natick Center Associates makes awards



American Planning Association
Making Great Communities Happen

NATICK CENTER CALL FOR ARTISTS - SELECTION COMMITTEE

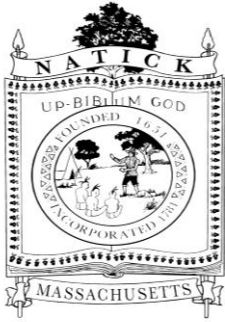
1	Sue	Salamoff	Selectwoman
2	Brian	Lauzon	Police Dept.
3	Jeremy	Marsette	Public Works Dept.
4	Paul	Carew	Veterans Agent
5	Athena	Pandolf	Executive Director, Natick Center Associates
6	Ted	Fields	Community & Economic Development Dept.
7	Peter	Nottonson	Planning Board
8	Sarallyn	Keller	Local architect, DRB member
9	Linda	Stetson	Morse Library
10	Steven	Miller	Natick High School or student designee
11	Swati	Dave	Natick Cultural Council
12	Debra	Sayre	Downtown resident, property owner, artist
13	Linda	Hughes	Walnut Hill School
14	Kristina	Burkey	Calliope Paperie
15	Vincent	Vittoria	Resident/Historian
16	Joe	Kettner	Emerson College professor, Artist/Curator
17	Karen	Leese	Natick artist & NCCD PAC member

Selects finalist candidates for consideration by
Public Arts Committee

NATICK CENTER CALL FOR ARTISTS - NCCD PUBLIC ARTS COMMITTEE

1	Denise	Girardin	Local artist, co-owner of Studio @ 3 Adams
2	Virginia	McEachern	Local merchant and artist, NCA Director
3	Karen	Leese	Local artist
4	Joe	Kettner	Emerson College professor, Artist/Curator
5	Carol	Krentzmen	Local merchant and artist, NCA Director
6	Betty	Scott	Local merchant and artist, NCA Director

Selects finalists from candidates forwarded by
Selection Committee



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

TO: Amy Mistrot, Chair, Board of Selectmen

FROM: Jamie Errickson, Director
Ted Fields, Senior Planner

CC: Athena Pandolf, Natick Center Associates

DATE: July 17, 2018

RE: **Natick Center Placemaking Strategy & Demonstration**

The Town of Natick, through its Community and Economic Development Department (CED), in partnership with Natick Center Associates (NCA), has engaged the Metropolitan Area Planning Council (MAPC) to provide technical assistance towards the development of a Natick Center Creative Placemaking Strategy. This project builds on a number of recently completed and ongoing planning projects including the Natick Cultural Asset Catalog Project (2015), the Natick Center Transit-Oriented Development (TOD) Plan (2016), and the Natick 2030+ Master Plan currently under development. Funding for this project is provided through \$45,000 from MAPC's Technical Assistance Program and the Barr Foundation along with additional \$25,000 from the American Planning Association (APA), Americans for the Arts (AFTA), and the National Endowment for the Arts (NEA).

The project started this past February, and is engaging Natick residents, business owners, and town staff in a public process around how spaces in Natick Center can be activated through arts, culture, and design in ways that enhance the Center's identity and usability. The planning team hosted two public workshops in the spring and has launched a series of ongoing outreach events to develop a Creative Placemaking Strategy recommending strategic locations where public art, in various forms, can be used to make the Center easier to navigate and more welcoming to all users. The Strategy is also examining new processes, tools and investments to foster creative placemaking in Natick. Preliminary findings from the spring workshops have been incorporated into the draft Natick 2030 Master Plan. The final Strategy will synthesize information about Natick Center's arts and cultural assets and use these to develop policy, programming and, most importantly, investment recommendations.

Over the next few months, MAPC will commission the installation of four to eight temporary public art installations at three key locations in Natick Center (Moran Park, Adams Street and the Natick Common) from artists across the Boston area. MAPC will also provide grants to two local non-profit organizations

to hold new public events and performances in Natick Center. The planning team will also appear at numerous events in Natick Center this summer to solicit more public input about how to make the area more welcoming and functional.

Artists will be selected via a two-stage jury process, involving first a Selection Committee* followed by NCA's Public Art Committee (the committee that handles the painting of utility boxes in Town). Selected artists will be granted up to \$1,500 from MAPC towards their work. All art installations will be temporary, with the option of being made permanent at the Town's discretion, and be placed on public property (after coordination with the BOS, DPW, Community & Economic Development, Police Departments and other boards/committees as necessary). These temporary art installations are meant to demonstrate the positive impacts public art can have on improving Natick Center's character and navigability, and will provide an impetus for funding the Placemaking Strategy's recommendations at Spring Annual Town Meeting 2019 or through other funding programs.

Included with this memo is a presentation that outlines and provides more detail on the next steps on this exciting Placemaking exercise.

Please do not hesitate to contact me with any questions.

* Please see attached list of Selection Committee members.

LIST OF RECOMMENDATIONS AND CONSIDERATIONS

Below is a list of recommendations and considerations to help guide Creatives in the development of their proposals. This list was developed with input from the Creative Placemaking Advisory Committee and will be used by the selection committee during their review. While it is not required that projects address any or all of these recommendations, applicants are strongly encouraged to incorporate any that apply to their projects.

GENERAL RECOMMENDATIONS

- **Guide People to Find their Way.** Projects can be created to direct the viewer's attention to notice certain aspects of Natick including directions to local landmarks, civic resources, places of interest, or more intangible features such as personal stories and historical narratives.
- **Include Everyone.** Natick Center attracts a culturally diverse population of people at all income levels and with different abilities. To be welcoming to all, projects should be accessible to an intergenerational audience and to people who may not necessarily live in Natick
- **Engage the Public.** Projects that are participatory, hands-on, engage viewers as participants, and provide varied opportunities to stimulate a variety of senses in Natick Center's public places and spaces (e.g., sight, hearing, taste, smell, and touch) are highly encouraged. Projects could provide an interactive experience for the public to learn something new.
- **Be Bold.** Projects may demonstrate an expansive definition of art and culture, taking a new twist on an old art form, or may invent new categories of experience.
- **Respect the Environment.** Projects should exemplify how the human and physical environment in Natick Center are regarded with care: sustainable materials and processes are used, it is safe to interact with the project, and the artistic process and messages conveyed are expressive of and responsive to different viewpoints.
- **Be Relevant to Local History.** Projects may be mindful of the physical and human history and character of Natick Center's past, present, and future. They may be grounded in and honoring of diverse local, including Native histories, but also forward-thinking and not constrained by adherence to unspoken rules or mainstream aesthetic norms.
- **Address Planning Priorities.** Projects may call attention to new regulations that are being considered to ensure that new housing developments in Natick Center will include a mix of market-rate and affordable options.

SITE-SPECIFIC CONSIDERATIONS

Moran Park

- **Be Respectful to Veterans and Memorials on Site.** Moran Park and the adjacent bridge are home to many veteran memorials. Works of art should be respectful to the veterans and to the memorials themselves. i.e do not cover, block, or defame them in any way.
- **Think About How People Use the Space.** A majority of people that enter the park simply pass through on their way to the train station, so surveys have indicated that many people do not find Moran Park a comfortable place to sit and spend time. Your artwork may address these issues by either creating more space for people to pause and relax, and/or to enhance the park's role as a gateway.

-
- **Promote Improvements to Train Station.** Changes are being planned for the Commuter Rail Station to make it more accessible with the addition of an elevator which will take people from the street level to the platform. Works of art may promote these upcoming changes and help people envision the area as a new entrance to the Town.

Adams Street Alley

- **Capitalize on the Urban Aesthetic.** With its combination of murals and raw architectural features, this alley provides an urban oasis within Natick Center. Artwork here can enhance these qualities and provide additional opportunities for photographers who already frequent this area as a backdrop for their posts on social media.
- **Remember that this Space is a Loading Zone.** Adams Street is the back entrance to several businesses and restaurants, so projects here must maintain proper clearance for the trucks that use this space for loading and unloading.

Town Common

- **Think about Interaction.** Many people in community meetings wanted something to do in the Common. An artwork that is interactive may fill this gap in what the site has to offer residents. Interaction may be playful, or could engage people through their various senses.
- **Respect other Artwork.** Natick Common is already home to some public monuments, artworks, and shelters. New works of art should take these pieces into consideration and be mindful not to degrade, but to enhance the existing public amenities.
- **Make the Common more Welcoming.** People have commented on how the Common has a lack of seating, places to eat, and welcoming signage. Installations here may address these issues by making the Common more accessible and inclusive.

ITEM TITLE: Health Resources in Action: Opioid Task Force Update
ITEM SUMMARY:

ITEM TITLE: Town Administrator: Camp Arrowhead Update
ITEM SUMMARY:

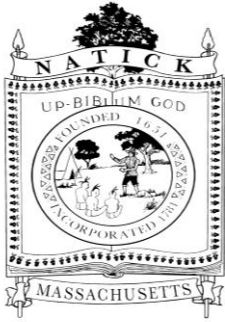
ITEM TITLE: Installation of Signs to Identify Public Parking Lots
ITEM SUMMARY:

ITEM TITLE: 2018 Fall Annual Town Meeting Articles-Review & Board/Town Administrator Sponsorship

ITEM SUMMARY: a. West Natick Fire Station
b. Sawin House
c. Mechanic Street
d. Town Counsel Appointment Process
e. Adult Use Marijuana Zoning Amendment

ATTACHMENTS:

Description	Upload Date	Type
Memo RE Draft Zoning Amendments-J. Erickson	8/3/2018	Cover Memo
Adult Use Marijuana-Draft Zoning	8/2/2018	Cover Memo
Adult Use Marijuana-Potential Use Sites	8/2/2018	Cover Memo



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

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

From: Jamie Errickson, Director

CC: Melissa Malone, Town Administrator
Glen Glater, Chair Planning Board

Date: August 3, 2018

RE: Draft Zoning Amendments for Recreational Marijuana

Included with this memo, please find the draft zoning bylaw amendment(s) for “Adult Use Marijuana Establishments”, with a corresponding zoning map displaying the various options for locations such a use could be permitted in Natick, for your consideration and referral to the Planning Board. The attached zoning bylaw amendment(s) are submitted by staff on behalf of the Board of Selectmen.

Per MGL 40A, Section 5, any zoning amendment submitted to the Board of Selectmen for Town consideration shall be referred to the Planning Board for a Public Hearing. The Planning Board, following said public hearing, shall provide to Town Meeting a report/recommendation on such zoning amendment.

The Board of Selectmen typically refers zoning amendments to the Planning Board as part of setting the warrant for a given Town Meeting. However, the referral process can occur at any time outside of the Town Meeting process. Given the level of public interest regarding Adult Use Marijuana regulations in Natick, this process will benefit from starting ahead of the typical Town Meeting process for the upcoming Fall Town Meeting.

Please note the Planning Board has indicted their intent to sponsor this zoning amendment at the upcoming Fall Town Meeting.

The referral action simply requires the Board of Selectmen to vote to refer the proposed zoning amendment to the Planning Board for their consideration, per MGL 40A Section 5.

Please let me know if you have any questions.

1. Purpose.

The purpose of this section is to regulate the time, place and manner of marijuana establishments. The zoning will serve to preserve the character of the community and create a place for the public to responsibly have access to legal marijuana while mitigating community impact. This bylaw should serve as a guide that will support the public's right to access legal marijuana, protect the public health, safety, and well-being and expand new growth for the tax base.

2. Relationship to underlying districts and regulations

2.1 The Adult Use Marijuana Overlay Districts shall overlay all underlying districts so that any parcel of land lying in an Adult Use Marijuana Overlay District shall also lie in one or more of the other zoning districts in which it was previously classified, as provided for in this Zoning By-Law.

2.2 All regulations of the underlying zoning districts shall apply within the Adult Use Marijuana Overlay Districts, except to the extent that they are specifically modified or supplemented by other provisions of the applicable Adult Use Marijuana Overlay District.

3. Scope.

This Section III.K relates only to Marijuana Establishments authorized by General Laws, Chapter 94G, and not to medical marijuana treatment centers authorized by General Laws, Chapter 94I; the location and operation of which is governed locally by Section 323.8 of these bylaws, nor to marijuana-related businesses not required to be licensed by Chapter 94G, except as otherwise provided for herein.

4. Definitions.

For the purpose of this section the word marijuana is used in place of marijuana as found in MA General Laws, Chapter 94G, and 935 CMR 500, except where any potential conflict in terms appears the state regulations and purpose shall prevail.

Commission: Means the Massachusetts Marijuana Control Commission established by M.G.L. c. 10, s. 76, or its designee. The Commission has authority to implement the state marijuana laws, which include, but are not limited to, St.2016, c. 334 as amended by St. 2017, c.55, M.G.L. c.94G, and 935 CMR 500.000.

Community Host Agreement: Means an agreement, pursuant to General Laws, Chapter 94G, Section 3(d), between a Marijuana Establishment and a municipality setting forth additional conditions for the operation of a Marijuana Establishment, including stipulations of

responsibility between the parties and up to 3% host agreement revenue sharing. Note this term is not defined in 935 CMR 500.

Craft Marijuana Cooperative: Means a Marijuana Cultivator comprised of residents of the Commonwealth and organized as a limited liability company, limited liability partnership, or cooperative corporation under the laws of the Commonwealth. A cooperative is licensed to cultivate, obtain, manufacture, process, package and brand marijuana or marijuana products to transport marijuana to Marijuana Establishments, but not to consumers.

Hemp: Means the plant of the genus Cannabis or any part of the plant, whether growing or not, with a delta-9-tetrahydrocannabinol concentration that does not exceed 0.3% on a dry weight basis of any part of the plant of the genus Cannabis, or per volume or weight of cannabis or marijuana product, or the combined percent of delta-9-tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant of the genus Cannabis regardless of moisture content.

Hemp cultivation: Means for the purposes of this section, the cultivation of hemp shall require a Site Plan Approval from the SPGA and comply with all applicable sections herein, except that the use may be exempt from the licensing requirements of 935 CMR 500. Note this term is not defined in 935 CMR 500.

Independent Testing Laboratory: Means a laboratory that is licensed by the Commission and is:

- a) Accredited to the International Organization for Standardization 17025 (ISO/IEC 17025:2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation mutual recognition arrangement or that is otherwise approved by the commission;
- b) Independent financially from any Medical Marijuana Treatment Center (RMD), Marijuana Establishment or licensee for which it conducts a test; and
- c) Qualified to test marijuana or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, Sec. 34

Manufacture: Means to compound, blend, extract, infuse or otherwise make or prepare a cannabis or marijuana product.

Marijuana Cultivation: Means the use of land and/or buildings for planting, tending, improving, harvesting, processing and packaging, the preparation and maintenance of soil and other media and promoting the growth of marijuana by a marijuana cultivator, micro-business, research facility, craft marijuana cultivator cooperative, registered marijuana dispensary or other entity licensed by the Commission for marijuana cultivation. Such use is not agriculturally exempt from zoning.

NATICK ZBL: SECTION III.K - Adult Use Marijuana Establishments

Note this term is not defined in 935 CMR 500.

Marijuana Cultivator: Means an entity licensed to cultivate, process and package marijuana, to transfer marijuana to other Marijuana Establishments, but not to consumers. A Craft Marijuana Cooperative is a type of Marijuana Cultivator.

Marijuana Establishment: Means a Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center.

Marijuana Microbusiness: Means a co-located Marijuana Establishment that can be either a Tier 1 Marijuana Cultivator or Product Manufacturer or both, in compliance with the operating procedures for each license. A Microbusiness that is a Marijuana Product Manufacturer may purchase no more than 2,000 pounds of marijuana per year from other Marijuana Establishments.

Marijuana Products: Means marijuana or marijuana and its products unless otherwise indicated. These include products that have been manufactured and contain marijuana or an extract from marijuana or marijuana or an extract from marijuana or marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

Marijuana Product Manufacturer: Means an entity licensed to obtain, manufacture, process and package marijuana or marijuana products and to transfer these products to other Marijuana Establishments, but not to consumers.

Marijuana Retailer: Means an entity licensed to purchase and transfer marijuana or marijuana product from Marijuana Establishments and to sell or otherwise transfer this product to Marijuana Establishments and to consumers. Retailers are prohibited from delivering marijuana or marijuana products to consumers; and from offering marijuana or marijuana products for the purposes of onsite social consumption on the premises of a Marijuana Establishment.

Marijuana Transporter: Means an entity, not otherwise licensed by the Commission, that is licensed to purchase, obtain, and possess marijuana or marijuana product solely for the purpose of transporting, temporary storage, sale and distribution to Marijuana Establishments, but not to consumers. Marijuana Transporters may be an Existing Licensee Transporter or Third Party Transporter.

Process or Processing: Means to harvest, dry, cure, trim and separate parts of the marijuana or marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in 935 CMR 500.002.

NATICK ZBL: SECTION III.K - Adult Use Marijuana Establishments

Marijuana Research Facility: Means an entity licensed to engage in research projects by the Commission.

5. Place.

5.1 A Marijuana Establishment is permitted by Special Permit issued by the Planning Board as the Special Permit Granting Authority (SPGA) in the Industrial Marijuana Overlay (IMo) and the Retail Marijuana Overlay (RMo) zoning districts. Craft Marijuana Cooperatives, Marijuana Cultivators, Microbusinesses, Marijuana Product Manufacturers, Independent Testing Laboratories, Marijuana Research Facilities and Marijuana Transporters are allowed to locate in Industrial Marijuana Overlay (IMo) districts. Marijuana Retailers are allowed in Retail Marijuana Overlay (RMo) zoning districts.

III-K.5 Marijuana Establishment Use Regulation Schedule

Marijuana Establishment Uses	IMo	RMo	RG	RM	RS	PCD	SH	AP	DM	HM	HPU	LC	CII	INI	INII	H
Craft Marijuana Cooperatives	SP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Marijuana Cultivators	SP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Marijuana Microbusinesses	SP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Marijuana Product Manufacturers	SP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Marijuana Research Facilities	SP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Marijuana Transporters	SP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Independent Testing Laboratories	SP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Marijuana Retailers	N	SP	N	N	N	N	N	N	N	N	N	N	N	N	N	N

Y = Permitted By-Right

SP = Allowed by Special Permit

N = Not allowed or permitted

5.2 No Retail Marijuana Overlay (RMo) districts shall be located within **XXX** feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, in operation at the time of application for a special permit or site plan approval. No Industrial Marijuana Overlay (IMo) districts shall be located within **XXX** feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, in operation at the time of application for a special permit or site plan approval. Distance shall be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the marijuana establishment is or will be located. In any case where the measurement is determined to be in question, the SPGA may require verification of distances by

a Registered Land Surveyor. *NOTE: Specify desired buffer distance(s), otherwise revert to the state-mandated buffer of 500 feet (buffer can only be less than state mandate).*

5.3 No Marijuana Establishment shall be located within a building containing residential units, including transient housing and group housing.

5.4 No Marijuana Retailer shall be located within 500 feet of another Marijuana Retailer. Distance shall be measured by a straight line from the nearest point of the property line in question to the nearest point of the property line where the marijuana establishment is or will be located.

5.5 No Marijuana Establishment shall be permitted to operate from a moveable, mobile or transitory location.

5.6 Home Occupation: Marijuana Establishments are not permitted as a Home Occupation, as defined within the Natick Zoning Bylaw

6. Time and Manner.

6.1 No marijuana shall be smoked, eaten or otherwise consumed or ingested on the premises. All Marijuana Establishments permitted under this section shall comply with all state and local laws, rules and regulations governing the smoking of tobacco.

6.2 Odor: No Marijuana Establishment shall allow the escape of noxious odors or gases. They shall incorporate odor control technology and provisions, and ensure that emission do not violate MGL Chapter 111, Section 31 C.

6.3 Signage: All signage shall comply with the requirements of 935 CMR 500, and Section V of this zoning bylaw.

6.4 Hours: Marijuana Retailers shall be open and/or operating to the public no earlier than 8:00 AM and no later than 8:00 PM, unless otherwise modified by licensing regulations enacted and enforced by the Board of Selectmen.

6.5 Visual Impact: Marijuana plants, products, and paraphernalia shall not be visible from outside the building in which the marijuana establishment is located and shall comply with the requirements of 935 CMR 500. No outside storage is permitted. Any artificial screening device erected to eliminate the view from the public way shall also be subject to a vegetative screen and the SPGA shall consider the surrounding landscape and viewshed to determine if an artificial screen would be out of character with the neighborhood.

6.6 Nuisance: Marijuana Establishment operations shall not create nuisance conditions in parking areas, sidewalks, streets and areas surrounding the premises and adjacent properties. "Nuisance" includes, but is not limited to, disturbances of the peace, public consumption of marijuana,

excessive pedestrian or vehicular traffic, illegal drug activity under State or local law, harassment of passersby, excessive littering, excessive loitering, illegal parking, excessive loud noises, excessive citation for violations of State or local traffic laws and regulations, queuing of patrons (vehicular or pedestrian) in or other obstructions of the public or private way (sidewalks and streets).

6.7 Security: Every application for a Special Permit for the operation of a Marijuana Establishment shall include a security plan describing all security measures. This should include site security, security for the transportation of marijuana and marijuana products.

Safety plans should mitigate any potential harm to the employees and the public including ensuring all customers are at least 21 years of age.

7. Adult On-Site Social Consumption.

Intentionally left blank. Reserved for future use.

8. Other.

8.1 Community Host Agreement: No Special Permit shall be granted without first having an executed Community Host Agreement with the Town of Natick.

8.2 Community Outreach Meeting: No Special Permit application shall be deemed complete until a Community Outreach Meeting in accordance with 935 CMR 500 has occurred.

8.3 State Law: Marijuana Establishment operations shall conform at all times to General Laws, Chapter 94G, and regulations issued thereunder.

8.4 License requirements:

8.4.1 The applicant shall submit proof that the application to the CCC has been deemed complete pursuant to 935 CMR 500.102. Copies of the complete application, to the extent legally allowed, shall be provided as integral component of the application to the SPGA and no Special Permit application shall be deemed complete until this information is provided.

8.4.2 No Special Permit shall be granted by the SPGA to an applicant without the Marijuana Establishment first having been issued a Provisional License from the Commission pursuant to 935 CMR 500.

8.4.3 No person shall operate a marijuana establishment without having a license in good standing from the Commission.

8.5 Energy Use: All Marijuana Cultivators shall submit an energy use plan to the SPGA to demonstrate best practices for energy conservation. The plan shall include an electrical system overview, proposed energy demand, ventilation system and air quality, proposed water system and utility demand.

8.6 Line Queue Plan: The applicant shall submit a line queue plan to ensure that the movement of pedestrian and/or vehicular traffic along the public right of ways will not be unreasonably obstructed.

8.7 Traffic Impact Statement: Any marijuana establishment open to the general public shall submit a detailed Traffic Impact Statement.

8.8 Parking: Parking shall be in accordance with Section V-D Off-Street Parking and Loading Requirements

8.9 Permitting: The Planning Board shall be the Special Permit Granting Authority (SPGA). The application requirements and procedures shall be conducted pursuant to Section VI, Special Permits of the Zoning By-Law.

8.10 Waivers: The applicant shall be required to submit specific information regarding any waivers from 935 CMR 500.000 granted by the Commission. The SPGA shall approve or disapprove said waivers based on the following Commission criteria in 935.CMR.500:

8.10.1 Compliance would cause undue hardship to the requestor;

8.10.2 If applicable, the requestor's non-compliance does not jeopardize the health or safety of any patient or the public;

8.10.3 If applicable, the requestor has instituted compensating features that are acceptable to the SPGA; and

8.10.4 The requestor provides to the SPGA written documentation, in a form and manner determined by the SPGA, supporting its request for a waiver.

8.11 Hemp: The cultivation of industrial hemp, as same is regulated by the Massachusetts Department of Agricultural Resources pursuant to General Laws, Chapter 128, Sections 116-123, shall require a Site Plan Approval from the SPGA and comply with all applicable sections herein, except that the use may be exempt from the licensing requirements of 935 CMR 500. Use of land or buildings for hemp processing and/or product manufacture shall be subject to such zoning controls as apply to other (non-marijuana) processing and product manufacture operations.

8.12 Notice of Enforcement Order: Within twenty-four (24) hours of receipt of notice of it, a Marijuana Establishment shall file with the Town Administrator, Director of the Health Department, Police Chief, and the Building Commissioner any summary cease and desist order, cease and desist order, quarantine order, suspension order, revocation order, order limiting sales, deficiency statement, plan of correction, notice of a hearing, notice of any other administrative process or legal action, denial of a license, denial of a renewal of a license, or final action issued by a state agency (including, but not limited to, the Commission and Massachusetts Department

of Public Health) regarding the Marijuana Establishment, the Marijuana Control Commission license, or the Department of Public Health Certificate of Registration.

8.13 Annual Inspection: Any operating Marijuana Establishment within the Town shall be inspected annually by the Building Inspector, or their designee(s), to ensure compliance with this Section and with any conditions imposed by the SPGA as a condition of the Special Permit approval, unless otherwise modified by licensing regulations enacted and enforced by the Board of Selectmen.

9. Severability.

If any provision of this Section III.K is found to be invalid by a court of competent jurisdiction, the remainder of Section III.K shall not be affected but shall remain in full force.

The invalidity of any provision of this Section III.K shall not affect the validity of the remainder of this zoning bylaw.

DRAFT

ZONING LEGEND

- RC Overlay (buffered)
- Area where RMD's can be sited
- School & Recreation buffers
- Public Schools: 300 feet
 - Public Schools: 500 feet
 - School Dept. property
 - Private Schools: 300 feet
 - Private Schools: 500 feet
 - Daycare Ctrs: 300 feet
 - Daycare Ctrs: 500 feet
- Recreation Dept. property
- Recreation Dept. property
- Town Line RMD Buffer
- 300 feet
- Rt. 9 Recreation Buffers
- 300 feet
- School Dept. buildings
- Private schools property
 - Reg. Day Care Facilities
 - NC Cultural District
- Residential Zoning Districts
- RSA-RSC, RG, PCD districts

Potential Areas for Retail Marijuana Overlay (RMO) zones

FRAMINGHAM

Brown School
Kennedy Middle School

Potential Areas for Marijuana Overlay (RMO / IMo) zones

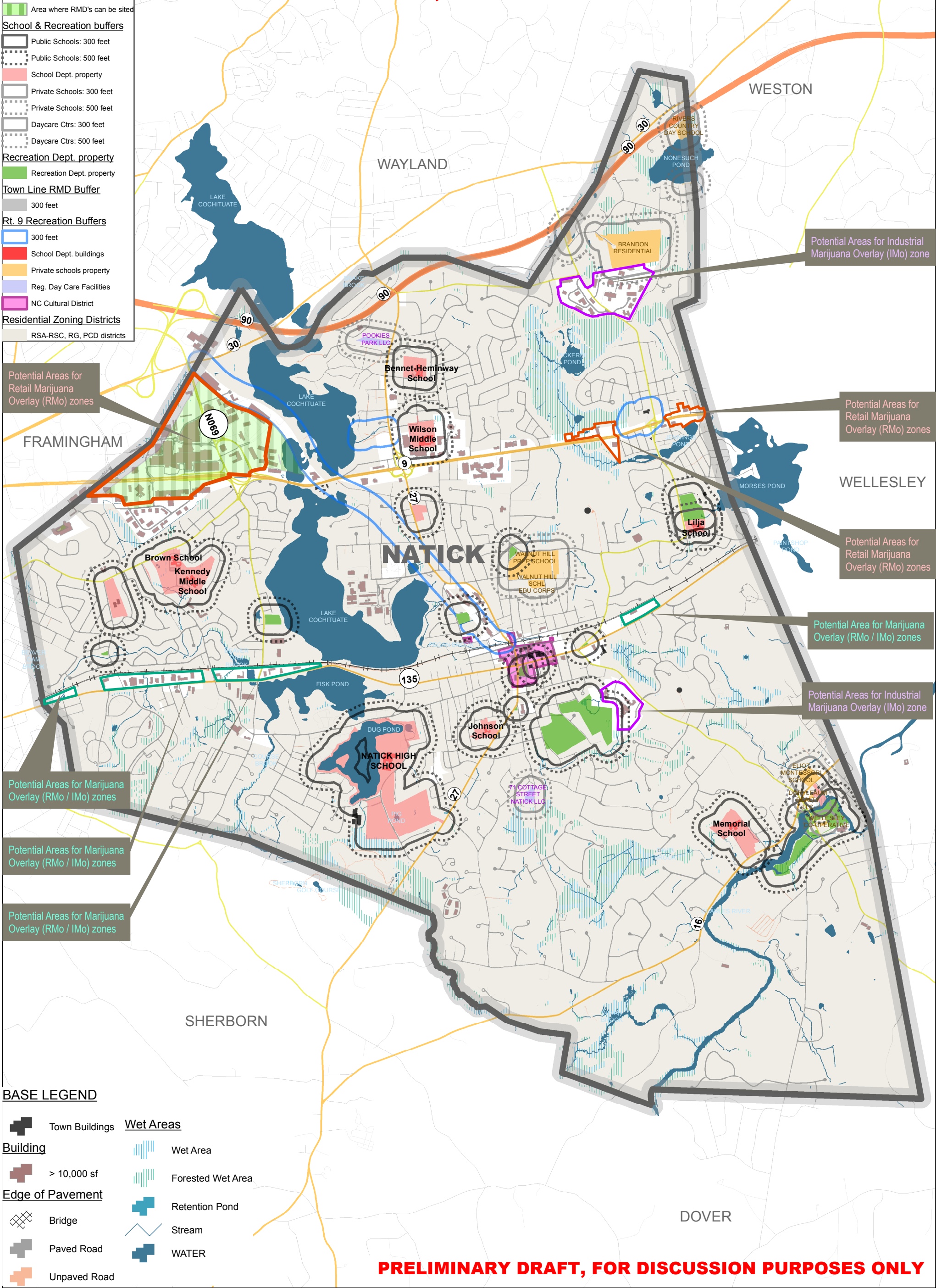
Potential Areas for Marijuana Overlay (RMO / IMo) zones

Potential Areas for Marijuana Overlay (RMO / IMo) zones

BASE LEGEND

- Town Buildings
- Building
- > 10,000 sf
- Edge of Pavement
- Bridge
 - Paved Road
 - Unpaved Road
- Wet Areas
- Wet Area
 - Forested Wet Area
 - Retention Pond
 - Stream
 - WATER

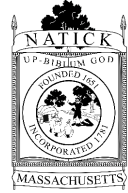
PRELIMINARY DRAFT, FOR DISCUSSION PURPOSES ONLY



PRELIMINARY DRAFT, FOR DISCUSSION PURPOSES ONLY

Natick MA: Potential Marijuana Establishment Sites, 2018

Community & Economic Development Department

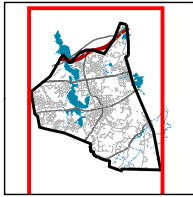


July18, 2018 Map data derived from Natick municipal GIS and Assessors records. The Town of Natick is not responsible for any errors or omissions in the data on this map, which is subject to change without notice.



0 500 1,000 2,000 3,000 4,000 Feet

1 inch = 2,625 feet



ITEM TITLE: Approve Block Party Request: Circular Ave 9/15/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Approval with Stipulations	7/30/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Block Party Permit - Circular Ave.

4 messages

James Duffy <jcduffy18@gmail.com>

Tue, Jul 17, 2018 at 8:35 PM

To: Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>

Good Evening,

I am writing on behalf of the residents of Circular Ave. to request permission to close the street between South Main St. and Cottage St. for our annual Block Party. Our target date is Saturday, September 15th from 5-8 PM.

This has become a highly attended neighborhood event the over last 8 years, and we would like to continue the tradition. In the past we have picked up the road blocks from police headquarters on the day of the event. Also, we will be sure to notify and invite everyone on the street in writing in advance.

If you have any questions or concerns please feel free to contact me.

My Best-
Jim Duffy
[15 Circular Ave.](#)
[617-697-3901](#)

Patricia O'Neil <poneil@natickma.org>

Wed, Jul 18, 2018 at 8:19 AM

To: James Duffy <jcduffy18@gmail.com>

Mr. Duffy, we will include your request on the August 6th Selectmen's agenda and I will get back to you after they vote.

[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>

Wed, Jul 18, 2018 at 8:19 AM

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

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

Thu, Jul 19, 2018 at 12:07 PM

Trish,

This is a long standing event which has run without incident and would encourage the BOS to approve this request.

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

[Quoted text hidden]

ITEM TITLE: Approve Block Party Request: Morningside Ave 9/15/18 (RD 9/29/18)
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	7/30/2018	Cover Memo
Police Approval with Stipulations	7/30/2018	Cover Memo

Julie Bostian
6 Morningside Avenue
Natick, MA 01760
617-997-7250
juliemanes@yahoo.com

July 28, 2018

Board of Selectmen
c/o Ms. Trish O'Neil and Ms. Donna Donovan
Natick Town Hall
13 East Central Street
Natick, MA 01760

Dear Members of the Board,

I hope you have enjoyed summer thus far. I am writing on behalf of my neighborhood to request permission to block off a section of our street during our annual neighborhood party in September. Our event is scheduled for **Saturday, September 15** (raindate: Saturday, September 29) from 3:00 to 8:00 p.m. The section we would like to block off is from **#17-21 Morningside Avenue**. We have blocked the street in a similar way for the last decade of block parties (with permission), and all went well.

We would like to block off a section of the street for the same reasons as in past years: to facilitate socializing and to ensure safe bike-riding. We will not place items on the street that would prevent emergency vehicles from getting through at a moment's notice, nor would we block fire hydrants. Morningside Avenue, which runs parallel to Woodland Avenue, is not a "cut-through," so the only traffic consists of residents and people visiting residents. Neighbors are invited to and are made aware of the party, and as it's a section of the street and not the ends, those who need to depart via either end can do so. We would also keep Public Safety Dispatch aware of the party opening/closing, according to the schedule.

Thank you for your consideration of our request – we look forward to your response. Please feel free to email me at juliemanes@yahoo.com.

Sincerely yours,

Julie Bostian

Julie Bostian
Resident (6 Morningside Ave.) and Block Party Committee Member



Patricia O'Neil <poneil@natickma.org>

Annual block party request - Morningside Ave

5 messages

Julie Mañes Bostian <juliemanes@yahoo.com>

Fri, Jul 27, 2018 at 8:09 PM

To: "poneil@natickma.org" <poneil@natickma.org>, "ddonovan@natickma.org" <ddonovan@natickma.org>

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Quoted text hidden]

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

Mon, Jul 30, 2018 at 10:00 AM

Brian, your recommendations?

[Quoted text hidden]

--

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



Selectmen block party request 9-15-18.docx
18K

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

Mon, Jul 30, 2018 at 12:12 PM

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

[Quoted text hidden]

ITEM TITLE: Approve Block Party Request: High Street 9/22/18 (RD 9/23/18)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	7/30/2018	Cover Memo
Police Approval with Stipulations	7/30/2018	Cover Memo
Block Party Timing	7/30/2018	Cover Memo

July 16, 2018

TO: Office of the Board of Selectmen, Town of Natick, Massachusetts
13 East Central Street • Natick, MA 01760

FROM: Greg Vitarelli, 33 High Street, Natick, MA

SUBJECT: Block Party Request

To Whom It May Concern:

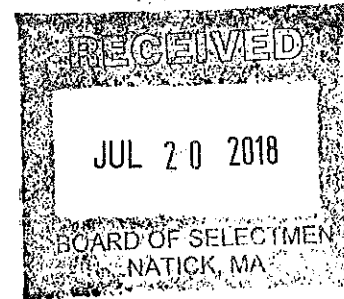
The High Street neighborhood is requesting permission from the Office of the Board of Selectmen, to hold its annual block party on September 22nd (rain date September 23rd). As we have done in previous years the event would occur along High Street between Reynolds and Atherton Streets.

We appreciate your time in considering this request.

Yours Sincerely,



Greg Vitarelli
33 High Street
Natick, MA 01760
508-315-3072
greg.vitarelli@gmail.com
Member, Town Meeting, Precinct 8





Patricia O'Neil <poneil@natickma.org>

High Street Block Party 9/22/18 (RD: 9/23/18)

3 messages

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

Fri, Jul 20, 2018 at 12:34 PM

Brian, your recommendations?

--

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



High St Block Party 09.22 or 09.23.18.pdf
23K

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

Fri, Jul 20, 2018 at 1:49 PM

Trish,

This is a long standing event which has run without incident and we would encourage the BOS to approve this request. High Street should be closed at Atherton Street and also at Reynolds Avenue.

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

[Quoted text hidden]

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

Fri, Jul 20, 2018 at 1:50 PM

I will also need the start and end times of the event for our calendar.

[Quoted text hidden]



Patricia O'Neil <poneil@natickma.org>

Fwd: High Street Block Party Timing

3 messages

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

Sun, Jul 22, 2018 at 6:38 PM

Brian, please see attached.

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

From: **Greg Vitarelli** <greg.vitarelli@gmail.com>
Date: Sun, Jul 22, 2018, 8:10 AM
Subject: Re: High Street Block Party
To: Patricia O'Neil <poneil@natickma.org>

Hello Patricia -

Including set up and tear down it is 12 noon to 6pm.

Thank you.
Greg Vitarelli

On Fri, Jul 20, 2018, 1:54 PM Patricia O'Neil <poneil@natickma.org> wrote:

Greg, we received your request about the 9/22 High Street block party today. However, there were no start or end times listed. What did you have in mind? The Police Department needs to provide approval before we present your request to the Selectmen and they will need to know the time span.

--

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

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

Sun, Jul 22, 2018 at 10:56 PM

Ok thanks, you should be all set from us correct?
[Quoted text hidden]

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

Mon, Jul 23, 2018 at 9:18 AM

Yes, all set. Thx.
[Quoted text hidden]

ITEM TITLE: Approve Block Party Request: Millbrook Road 9/22/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Approval with Stipulations	7/31/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Block party on Millbrook

3 messages

Lyman Phillips <lyman123@gmail.com>
To: poneil@natickma.org

Mon, Jul 30, 2018 at 3:48 PM

Ms. O'Neil,

Thanks for taking my call.

Here is the information on the block party.

Date: Saturday, Sept. 22, 2018

Time: 1PM to 6PM

Location: Millbrook Road, "first block" 1 Millbrook Road to 9 Millbrook Road.

(note: this is the quiet end of Millbrook Road, which is all of 2 blocks)

We are looking to have food and contests and a bicycle/tricycle/stroller parade for the kiddies. And visiting and meeting new neighbors.

If we can get sawhorses, I have folks who can pick them up and tote them over.

Please feel free to contact me if you have any additional question.

Here's my contact information:

Lyman Phillips

[3 Millbrook Road](#)

[Natick](#)

c: 508.395.7357

Cordially

Lyman Phillips

Practice is hard, losing is harder.

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

Mon, Jul 30, 2018 at 3:49 PM

[Brian, your recommendation?](#)

[Quoted text hidden]

--

Trish O'Neil

Executive Assistant

Town of Natick

13 East Central Street

Natick, MA 01760

P: 508-647-6410

F: 508-647-6401
poneil@natickma.gov
www.natickma.gov

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

Tue, Jul 31, 2018 at 9:02 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.
 - * Roadway should be blocked at Millbrook and Boden, and Millbrook and Brookdale. Additionally, the petitioner should inquire if the DPW could provide detour signs at Boden and Greenleaf, Greenleaf and Brookdale, and Millbrook and Brookdale.

Reminder:

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

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

ITEM TITLE: Approve Banner Request: Natick Community Organic Farm 8/13-8/19/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Approval/Explanation Memo to NCOF	7/30/2018	Cover Memo
Original Banner Request	7/30/2018	Cover Memo

Town of Natick
Massachusetts 01760
Home of Champions



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

July 26, 2018

Trish Wesley Umbrell
Farm Administrator
Natick Community Organic Farm
117 Eliot Street
Natick, MA 01760
trish@natickfarm.org

Dear Ms. Umbrell:

Please be advised that during their meeting of July 23, 2018, the Board of Selectmen voted to approve the request of the Natick Community Organic Farm to hang a banner across Main Street for the period of September 7 – September 23, 2018 in advertisement of its Harvest Dinner & Silent Auction. This approval is conditioned upon the following:

1. Submission of a Certificate of Liability Insurance from your insurance company naming the Town of Natick as an additional insured.
2. Submission of a signed and notarized indemnification agreement (attached).
3. Obtaining permission from the property owners by calling Arthur Fair at Fair & Yeager Insurance Agency (508) 653-3131.

Please make arrangements to drop your banner off at the Land Facilities and Natural Resources Division of the Department of Public Works (DPW) by calling 508-647-6558. Your banner must be delivered to the DPW, 75 West Street, by the Friday prior to its installation date and picked up within a week after its removal. The Town of Natick shall not be responsible for banners not picked up in a timely manner. Installation of banners may be subject to weather conditions and availability of personnel. The DPW's hours of operation are Monday 7:00 a.m. to 7:00 p.m., Tuesday through Thursday 7:00 a.m. to 4:00 p.m., and Friday 7:00 a.m. to 12:00 p.m.

Please review the Board of Selectmen's Banner Policy that accompanies this letter.

Also at their meeting on July 23rd, the Board approved your request to hang the Farm's banner from August 27 – September 2, 2018. However, the Town Clerk has requested that the "Vote Tuesday" banner be hung that week in anticipation of Election Day on Tuesday, September 4th and, as a result, we are unable to accommodate your request. In our phone conversation today, you expressed an interest in the week of August 13 – August 19, 2018 and I agreed to include that request on the Selectmen's August 6th agenda for their consideration. I will be in touch with you shortly after the August 6th meeting to inform you of the Selectmen's vote.

Best,

Trish O'Neil
Executive Assistant

cc: Art Goodhind, Supervisor, LFNR
Joan Lehmann, Fair and Yeager Insurance
Police Chief James Hicks
Lt. Brian Lauzon
Fire Chief Michael Lentini



Patricia O'Neil <poneil@natickma.org>

Farm Trish to Town Hall Trish: Banner Request Aug 27-Sept 2 & Sept 17-23

1 message

Trish Umbrell <trish@natickfarm.org>
To: Patricia O'Neil <poneil@natickma.org>

Thu, Jul 5, 2018 at 2:57 PM

Hello Trish O'Neil,

Natick Community Organic Farm respectfully requests permission from the Natick Selectmen to hang its Harvest Dinner & Silent Auction banner across Rt 27 during the weeks of August 27-September 2 and September 17-September 23.

We hope that the Selectmen will consider joining us for this fabulous meal prepared by the Chefs of Wellesley College Club from NCOF's own produce and with contributions from 40 other Massachusetts growers and makers. We tend to eat and drink well at this meal! All proceeds benefit the NCOF Mentoring Teens through Agriculture Program, and the Teen Work Crew, which provide paid mentored employment to community teens.

Thank you for your consideration.

Sincerely,

Trish Wesley Umbrell

--

Trish Wesley Umbrell Farm Administrator
Natick Community Organic Farm 117 Eliot St. Natick MA 01760
trish@natickfarm.org (508) 655-2204
Maple Magic Mar 3 * Boston Marathon Apr 16 *
Spring Spectacular May 20 * Harvest Dinner Sept 28

ITEM TITLE: Approve Banner Request: Riverbend School Open House 10/22-10/28/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Email RE Change in Date	7/30/2018	Cover Memo
Original Banner Request	7/30/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Riverbend Open House Banner

1 message

Patricia O'Neil <poneil@natickma.org>

Fri, Jul 27, 2018 at 11:30 AM

To: Christian McPherson <cmcpherson@rvbs.org>

Hi Christian. Per our phone call this morning, we will be unable to accommodate your request to hang your banner the week of October 29-November 4 since the Town Clerk has asked to hang the "Vote Tuesday" banner in preparation for election day on November 6th.

We discussed hanging your banner from October 22-October 28 instead and, as promised, I will put this on the agenda for the Selectmen's August 6th meeting and will get back to you shortly after that to inform you of their vote.

--

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>

Fwd: Open house banner

5 messages

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

Thu, Aug 24, 2017 at 10:03 AM

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

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

From: **Christian McPherson** <cmcpherson@rvbs.org>
Date: Thu, Aug 24, 2017 at 9:16 AM
Subject: Open house banner
To: ddonovan@natickma.org

Hello!

My name is Christian McPherson and I am reaching out from the Riverbend School. We have historically put up an open house banner in the last week of October and would like to continue that tradition and have it put up from October 30th- November 3rd this year (in accordance to our open house November 4th). Please let us know if this time frame is available.

Kind regards,

Christian McPherson



RIVERBEND
SCHOOL

Christian McPherson | cmcpherson@rvbs.org
Riverbend School | Marketing & Communications Manager
39 Eliot Street, Natick, MA 01760 | 508.655.7333 x127 | riverbendschool.org

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

Thu, Aug 24, 2017 at 10:33 AM

Hi Christian. I received your banner request and wanted to let you know that we will put your request on the 9/5/17 Selectmen's agenda. I'll be in touch shortly after that to let you know if it was approved.

[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

Christian McPherson <cmcpherson@rvbs.org>
To: Patricia O'Neil <poneil@natickma.org>

Tue, Jul 10, 2018 at 10:54 AM

Hello Patricia,

We would like to reserve this same week for this upcoming October. Please let me know the quickest way to reserve this time and what documentation will be needed.

Kind Regards,
Christian



RIVERBEND
SCHOOL

Christian McPherson | cmcpherson@rvbs.org
Riverbend School | Marketing & Communications Manager
39 Eliot Street, Natick, MA 01760 | 508.655.7333 x127 | riverbendschool.org

[Quoted text hidden]

Patricia O'Neil <poneil@natickma.org>
To: Christian McPherson <cmcpherson@rvbs.org>

Tue, Jul 10, 2018 at 10:58 AM

Hi Christian. I can put your request on the July 23rd agenda for the Selectmen. Please just send me an email with specifics -- the date of your open and the week you are requesting. Banners are hung on Monday morning and taken down the following Monday morning, so you would be asking for Monday through Sunday.

[Quoted text hidden]

Christian McPherson <cmcpherson@rvbs.org>
To: Patricia O'Neil <poneil@natickma.org>

Tue, Jul 10, 2018 at 12:03 PM

Hi Patricia,

Thank you so much! Our open house will be held on Saturday November 3rd. We are hoping to place the banner up on Monday the 29th and have it up until that Saturday.

Kind Regards,
Christian



RIVERBEND
SCHOOL

Christian McPherson | cmcpherson@rvbs.org
Riverbend School | Marketing & Communications Manager
39 Eliot Street, Natick, MA 01760 | 508.655.7333 x127 | riverbendschool.org

[Quoted text hidden]

ITEM TITLE: Approve Banner Request: Keefe Tech Open House 11/26-12/01/18
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	8/2/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

KeefeTech Banner

2 messages

Faith Chrisom <fchrisom@jpkeefehs.org>
To: PONEIL@natickma.org

Thu, Aug 2, 2018 at 9:08 AM

Good Morning Trish,
We just spoke regarding hanging a banner in Natick for our annual **Open House/Career Night on Dec 5th.**
The event is hosted for Natick middle school students and their families. The banner will say the following:

Keefe Tech Career Night/Open House
Middle School Students and Families
Wednesday, December 5th, 2018
5:30pm to 8:00pm
Choices, Opportunities, Results

You mentioned that the last week in November is available which would be great! I will wait to hear back from you and thank you. Faith

Faith Chrisom
Admissions Counselor/Career Specialist
Keefe Regional Technical School, 750 Winter Street Framingham, Ma
FChrisom@jpkeefehs.org

Patricia O'Neil <poneil@natickma.org>
To: Faith Chrisom <fchrisom@jpkeefehs.org>

Thu, Aug 2, 2018 at 9:12 AM

Hi Faith. I'm attaching the banner policy here so that you can be sure your banner meets the specifications required. Then I will be in touch with you some time next week after the August 6th Selectmen's meeting.

[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



Banner Policy Amended 02.01.16.pdf
10K

ITEM TITLE: Approve Acceptance of Recreation & Parks Donation from Leonard Morse Auxiliary

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	7/30/2018	Cover Memo



Natick Recreation and Parks Department

"Create Community through People, Parks and Programs"

Memorandum

To: ✓ Amy Mistrot, Chair • Natick Board of Selectmen
cc: Melissa Malone, Town Administrator
Jemma Lambert, Director • Community Services
From: Karen Partanen, Director • Recreation and Parks Department
Date: July 23, 2018
Subject: Donation to Recreation and Parks Department

The Recreation and Parks Department received a check from **Leonard Morse Auxiliary (Judi Kuhn Secretary to the Board)**, in the amount of **\$500.00** on **July 23, 2018** to offset the fees associated with **Camp Arrowhead**.

We are very grateful to receive this donation in order to enhance our recreational offerings to the Natick Community.

Thank you for considering acceptance of this donation. I am happy to attend a future meeting to discuss this in more detail.

RECEIVED

JUL 23 2018

BOARD OF SELECTMEN
NATICK, MA

ITEM TITLE: Approve Meeting Minutes

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
3/12/18	8/2/2018	Cover Memo
3/14/18	8/2/2018	Cover Memo
4/5/18	8/1/2018	Cover Memo
5/29/18	7/31/2018	Cover Memo
7/26/18	7/30/2018	Cover Memo

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

March 12, 2018

7:00 PM

PRESENT: Chair Jonathan Freedman, Clerk Richard P. Jennett, Jr., Michael J. Hickey, Jr., and Amy K. Mistrot

ALSO PRESENT: Acting Town Administrator Bill Chenard, Executive Assistant Trish O'Neil, Town Counsel John Flynn, Deputy Town Administrator/Director of Finance John Townsend, Town Clerk Diane Packer, Fire Chief Michael Lentini, Firefighter Dan Hartwell, Finance Committee Member Cathi Collins, West Natick Fire Station Building Committee Chair John Ciccariello, and Finance Committee Chair and West Natick Fire Station Building Committee Member Patrick Hayes

PARTICIPATING BY PHONE: BOS Vice Chair Susan G. Salamoff

The Chairman called the meeting to order at 7:03 p.m., noting that a quorum was present and that the meeting had been duly posted. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

CITIZEN'S CONCERNS

None.

DISCUSSION AND DECISION

Discuss Developments and Potential Action Steps Relating to the West Natick Fire Station: Mr. Freedman began the meeting by noting that a financing plan had been voted in December but that the scope and circumstances of the project have since changed and inquiring what decisions regarding funding and financing the Board will have to make.

Mr. Chenard stated that the goal had been to build a fire station that would meet the primary needs of the Department and that would last 50 years. The initial cost estimate four-and-a-half years ago was \$7.5 million. The escalation in construction costs since then has prompted increases in the estimated cost of the project, first to \$8.5 million, then to \$10 million, then to \$12.5 million, and then to \$15.6 million. The questions tonight are to define what the needs are, then what the wants above the needs are, so that a value judgment can be made on financing methods, which will be difficult to determine given that the committee is still not 100% positive of what the cost will be. Mr. Chenard stated that the previous Town Administrator thought that free cash could be used for the project. The Town has borrowing capacity, but that capacity starts with the cost.

Mr. Freedman questioned the scope of the project. Mr. Ciccariello stated that a feasibility study 10 years ago determined the need for an 18,000 square foot building. Various iterations of the schematic design were considered by the design team and the Fire Department, with the conclusion being that a 24,000 square building was necessary (mainly because of the immense growth of the Town in the last 10 years) but with cuts made to the schematic design (e.g., decreasing from five bays to four and deleting the proposed community room from the plan, among others) to lower the overall cost to \$12.5 million. Mr. Ciccariello stated that the committee is ready to tell the architectural team to move forward with design development, a much more detailed stage of the process, after which the cost of the project would be reassessed. If within budget, the project would move forward; if not, further consideration would have to be given to the design of the building. The design development phase would take approximately three months. From there, the committee would move to construction documents, which would take approximately three months, completion expected

in the late fall/early winter. Early winter would be ideal because bids could be procured and construction begun the following spring. Ms. Mistrot asked if there was any estimate on variance for the current expense projection and cost estimate. Mr. Ciccariello stated that plumbing and electrical costs seem to be escalating at a higher rate than those of general contracting, but that an escalation clause of 4.5% has been included. Mr. Hartwell stated that five bays are needed to house the additional apparatus that will end up at the station and that having four bays will result in negative consequences.

Mr. Ciccariello explained that in the public bid sector, if a project is under \$10 million, the Town can go out for general bidding with the only qualification being certification by the Dept. of Construction and Management. For projects \$10 million and over, the bidders must be prequalified, including general contractors and all sub-bidders. A Route 9 off ramp that can be shut down for engines coming out and a signaling system for the ramp will also be needed but no information has yet been received from the state, but it is thought that a separate line item will be required in the amount of approximately \$310,000 on top of the budgeted cost.

Mr. Ciccariello stated the next cost estimate will be very extensive and detailed, and the Building Committee will discuss adding the fifth bay back in at its next meeting. Chief Lentini stated that a four-bay station is adequate but not optimal, noting that the charge of the committee is to build the best station possible for Natick and its citizens and to plan for the future, so five bays would be optimal. Ms. Collins asked what can be done within levy. Mr. Chenard stated that if construction costs exceed \$10 million, the project cannot be done within levy – at \$12.5 million, other projects would have to be done as debt exclusions. Ms. Salamoff asked what happens if the debt exclusion route is used and it causes the price to inflate? Mr. Chenard stated that if a debt exclusion is done in the fall, there will not be great inflation, and if the cost exceeds \$10 million, it should be done as a debt exclusion project. Mr. Ciccariello stated that the committee would take a vote regarding staying within levy or going the debt exclusion route. Mr. Hartwell was under the impression that the Finance Committee did not want to go the tax levy route. Mr. Hayes stated that 11 FinCom members considered this under capital improvements and not one member said they would not support the project at \$12.5 million. Mr. Hickey asked who decides on the scope of the project, the Building Committee or FinCom, and noted that if the Building Committee votes on a certain scope, it is not up to FinCom to decide it knows better. Mr. Hayes stated that the Finance Committee's interest is related to what kind of building the Building Committee will bring forward and how it will be funded – if the Board of Selectmen is open to a debt exclusion, it will be their place to put a debt exclusion on the fall ballot, and if the Building Committee decides it wants to proceed, the Finance Committee will only provide a recommendation and it will then be up to Town Meeting to make the decision. Mr. Jennett asked about the impact on the average taxpayer and Mr. Chenard thought it would be minimal.

ADJOURNMENT

On a motion by Mr. Jennett, seconded by Mr. Hickey, the Board unanimously voted to adjourn the Board of Selectmen's Meeting at 8:51 p.m.

Michael J. Hickey, Jr., Clerk

March 12, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on August 6, 2018

Submitted by Trish O'Neil, Executive Assistant, Board of Selectmen

No documents were provided for review

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

March 14, 2018

6:00 PM

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

ALSO PRESENT: Executive Assistant Trish O'Neil

The Chair called the meeting to order at 6:04 p.m., noting that a quorum was present and that the meeting had been duly posted. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

CITIZEN'S CONCERNS

None.

DISCUSSION AND DECISION

Appointment of a New Town Administrator: Mr. Freedman discussed the order of events for this evening's meeting, which would include opening comments, an overview of the three finalists, a discussion by the Board concerning their thoughts, the process, their conclusions, etc., and then a written ballot vote. If one candidate receives the majority of ballot votes, a motion will be needed from the Board to signify support of appointing same as Town Administrator. If there is no majority vote, the candidate with the least number of votes will be eliminated, discussion will continue, and another ballot vote will be taken.

In his opening comments, Mr. Freedman stated that the decision to be made is a very difficult one for all of the Board Members. All of the candidates are of very high caliber with strengths that would be highly valued by the Town. Because of constrictions imposed by the Open Meeting Law, the Board Members were prohibited from meeting as a Board to discuss the candidates so the votes cast tonight will reflect each Board Member's individual, personal assessment.

Bill Chenard, the Deputy Town Administrator for Operations in Natick, is responsible for the operations of the Town with a population of 35,800, and has been serving as Acting Town Administrator since December of 2017. His responsibilities are many, including implementation of the Town's operating budget, management of the capital plan and budget, and participation in collective bargaining.

Melissa Malone is currently the COO for Providence, Rhode Island, a city with a population of 178,000, 1400 municipal employees, and 35 departments, and is responsible for fiscal oversight of all city departments and operations with the exception of the Mayor's Office. She also served previously as the Deputy Treasurer and Counsel for the Rhode Island Treasurer's Office.

Michael Walters Young is currently the Budget & Strategic Innovation Manager for Franklin, Tennessee, a city with a population of 74,000. His responsibilities include oversight of the city's analytical, budgeting, and financial systems and he is the founder of a Data Analytics Team. He previously served as the Deputy Town Administrator and Finance Director for the Town of Natick.

Ms. Mistrot thanked the screening committee (as did each of the other Selectmen in turn) for their months of diligent work. She stated that one of the reasons she ran for election to the Board of Selectmen was to participate in the process of choosing a new Town Administrator. Her selection criteria included an ability to focus on the big picture while understanding the small details, a capacity to delegate and ensure that expectations are met, strong communication skills, a collaborative approach to building consensus, and proven financial and strategic track records. Though all three candidates were incredibly strong, Ms. Mistrot stated, Ms. Malone, as a former investment professional, practicing attorney, owner of a strategic consulting firm, and chief operating officer of a city, seemed to her to have the broad skill set and the temperament necessary to thrive and fit in with the culture and personality of Natick.

Mr. Hickey agreed with Ms. Mistrot's thoughts and noted that this was the most difficult decision he has had to make in the last decade. After countless meetings and multiple references, he focused on two candidates in particular, leaning one way or the other on different occasions. The managing partner of the firm that employed Ms. Malone 13 years ago provided a

glowing recommendation, noting that she had made a great impression on him, and this theme was echoed throughout, with other references describing her as impressive, poised, prepared, nimble, and having had a very strong, consistent, meaningful impact in every endeavor in which she has been involved. Mr. Hickey commended Mr. Chenard for his contributions and dedication to the Town, describing him as having earned universal respect from the staff and having gone above and beyond in filling the role of Acting Town Administrator. He opined that a formidable team would be forged going forward under the leadership of Ms. Malone in conjunction with Mr. Chenard and all of the other talent the Town already has.

Mr. Jennett, acknowledging that the screening committee had provided three highly qualified candidates, found himself “on the other side of the ledger,” citing Mr. Chenard’s willingness to step up each and every time he has been asked, his intelligence, his expertise, his experience, and his stewardship over the past two years during which he was able to guide the Town through what Mr. Jennett described as a tumultuous time. Mr. Jennett indicated he would vote for Mr. Chenard in the belief that Mr. Chenard deserved the opportunity and that he would lead the Town admirably. However, he noted, if Ms. Malone is chosen for the position, he promised to work diligently to encourage Mr. Chenard to stay on as a member of the team since losing his history of expertise would be a great disservice to the Town.

Ms. Salamoff stated that her decision would focus on Natick as it exists now but also on what it will be going forward. With three solid candidates to consider, Ms. Salamoff was diligent in speaking with every screening committee member, practically every department head, individuals with specific areas of expertise, previous employees, and citizens, and interviewed each of the candidates privately. Noting her 46-year history in the Town of Natick, Ms. Salamoff said she discovered that one individual was unique, possessing exemplary leadership qualities, financial analysis ability, the talents and skills it takes to become an attorney, and an ability to lead a town with a growing population and changing needs, and would be casting her vote for Ms. Malone.

Mr. Freedman expressed appreciation to the candidates for undergoing this very grueling and public interview process. He stated that he had remained undecided in his vote as late as this morning. He discussed Natick’s strengths – a dedicated workforce, a world class public education system, a huge range of services, and strong financial base, touting the AAA bond rating as a testament to the conservative stewardship and leadership of the administration. He stated that one candidate, Ms. Malone, has the training, experience, and personal characteristics required to lead, noting that his decision was not based on the absence of these characteristics in the other candidates, but on what he saw as an exciting opportunity to build on the strengths of the existing staff to form a strong leadership team.

Ballots were distributed to the Board Members. Their votes were as follows:

<u>Board Member</u>	<u>Vote</u>
Ms. Mistrot	Ms. Malone
Mr. Hickey	Ms. Malone
Ms. Salamoff	Ms. Malone
Mr. Jennett	Mr. Chenard
Mr. Freedman	Ms. Malone

By a 4-1 ballot vote, Ms. Malone was chosen as the new Town Administrator.

Mr. Freedman requested the following motion:

Move to affirm the selection of Ms. Malone as the Natick Town Administrator as a symbol of our commitment to her success, to be contingent upon successful contract negotiations, and that the Town Administrator Screening Committee be dissolved effective on the date the Town Administrator assumes her responsibilities; Ms. Salamoff so moved and Ms. Mistrot seconded the motion. The Board voted 5-0-0 in favor of the motion.

ADJOURNMENT

On a motion by Ms. Mistrot, seconded by Mr. Hickey, the Board unanimously voted 5-0-0 to adjourn the Board of Selectmen’s Meeting at 6:42 p.m.

Michael J. Hickey, Jr., Clerk

March 14, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on August 6, 2018
Submitted by Trish O’Neil, Executive Assistant, Board of Selectmen

No documents were included with this agenda.

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

POLICE DEPARTMENT COMMUNITY CONFERENCE ROOM

April 5, 2018

7:00 PM

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

ALSO PRESENT: Acting Town Administrator Bill Chenard

The Chairman called the meeting to order at 7:08 p.m., noting that a quorum was present and that the meeting had been duly posted. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

AGENDA TOPICS:

Citizen Concerns: None from the public. Ms. Mistrot provided a brief status update re: utility work at the Marion St. Bridge (Eversource had been delayed in commencing work due to their permit having expired).

Review letter to MBTA re: Natick Center Station and vote to have Chair sign on behalf of the BOS: Josh Ostroff, Chair of Transportation Advisory Committee, provided a brief summary/purpose of the letter. Motion to authorize the Chair to sign the letter made by Mr. Jennett; seconded by Mr. Freedman. Vote: 4-0-1 (Mr. Hickey abstained because he hadn't had an opportunity to review the letter). Mr. Ostroff left the meeting.

Approve one-day hawker/peddler license for West Virginia Work Camp at First Congregational Church, East Central Street, April 16, 2018 (Marathon Monday): The Board was asked to approve a one-day hawker/peddler license to allow fund raising effort outside the First Congregational Church on Monday 4/16/18 (Marathon Monday). This is a recurring event. Ms. Salamoff made a motion to approve; seconded by Mr. Freedman. Mr. Hickey asked that Board's approval be made subject to Board of Health approval/inspection as needed; friendly amendment accepted. Vote: 5-0-0.

Discuss possible transition plan to support incoming Town Administrator, Melissa Malone:

- Board members discussed striking the proper balance between providing important information and overloading with too much information.
- Ms. Mistrot stated an interest in saving Ms. Malone time finding answers to likely questions. Board members agreed.
- Mr. Hickey also stated a desire to allow Ms. Malone space and time to form her own opinions. Board members agreed here as well.
- Board members discussed developing an outline/list of key issues and priorities - focusing on items the Board feels Ms. Malone should be made aware of 'as she walks in the door.'
- Mr. Freedman emphasized the need for focus on capital planning and budget (recurring items) as well as other pressing matters such as the Town's response to the opioid/substance misuse crisis.
- Ms. Salamoff suggested Mr. Chenard assemble a list of Boards and Committees for Ms. Malone; the Board also discussed presenting Ms. Malone with a more dynamic and informative "org chart."
- Ms. Mistrot added that Ms. Malone should be provided with a copy of the most recent Town Report and Town Meeting Book.
- The Board discussed briefly a reception or "meet and greet" soon after Ms. Malone's official start date – consensus was that this would be an "open house" put on by the Board at the Community Senior Center - most likely an evening in June.
- It was agreed that Ms. Mistrot would prepare a priority items list based on Board member input/discussion this evening and consolidate it into a concise 'short-list' for Ms. Malone. It was noted that many priority items were identified on the transition outline (handout discussed during the meeting), but Ms. Mistrot welcomed further input from Board members (which they could provide by email).

Discuss possible change in BOS meeting frequency: Ms. Mistrot gauged Board interest in/willingness to add some additional meetings to the calendar for purposes of catching up on Board business - for matters requiring Board attention/action in either or both Executive and Open Session. The Board agreed to add two (2) additional meetings in the near term - Monday 5/21/18 and Monday 6/18/18. Mr. Jennett noted that he would miss the 6/18/18 meeting (as well as the 6/11/18 meeting).

Discuss BOS norms: The purpose of this agenda item was to have a brief discussion re: ministerial, office procedures and administrative processes - e.g., responsibility for replying to emails directed to the full Board. Mr. Chenard noted that the Town Clerk had advised that the verbiage of this agenda item ("BOS norms") was vague. The Board agreed to use different language - e.g., "Discuss BOS administrative procedures" - the next time it posted a similar agenda item.

Selectmen's Concerns

Board members invited ministerial updates from Mr. Chenard. Mr. Chenard used this opportunity to provide ministerial updates to the Board re: the Administration's Camp Arrowhead decision process and anticipated timing for rendering a decision re: the overnight residential program ("Big Res"). Mr. Chenard further informed the Board that Mr. Mackin (property owner off N. Main Street) is appealing a recent Planning Board decision and, as a housekeeping matter, that the Board should formally reappoint Town Counsel - advising the Board that Town counsel technically hasn't been appointed this year - an oversight. The Board agreed that action should be taken on this item at the Board's earliest opportunity, and presumably that it will seek to make the (re)appointment retroactive to the date the prior appointment had expired.

Mr. Hickey made a motion to adjourn; second by Mr. Freedman. The Board voted 5-0-0 to adjourn the meeting.

ADJOURNMENT

On a motion by Mr. Hickey, seconded by Mr. Freedman, the Board voted 5-0-0 to adjourn the Board of Selectmen's Meeting at 9:30 p.m.

Michael J. Hickey, Jr., Clerk

April 5, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on August 6, 2018
Submitted by Michael J. Hickey, Jr., Clerk

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

May 29, 2018

6:30 PM

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

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

ABSENT: Jonathan Freedman

The Chairman called the meeting to order at 6:33 p.m., noting that a quorum was present and that the meeting had been duly posted, and requested a motion to enter into Executive Session to discuss matters pertaining to Acquisition of Real Property with the Chair announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen's negotiating position and the Town's interests. Ms. Salamoff, seconded by Mr. Hickey, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Board entered into Executive Session at 6:35 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open Session reconvened at 7:12 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS

Ms. Salamoff announced that on Tuesday, June 5th, at the Natick High School Auditorium from 7-8:30 p.m., a discussion will be held regarding diversity and inclusion in our schools and community with Jamele Adams, a Natick parent, and Christian Rodriguez, Natick High's School Resource Officer. The talk will be moderated by Natick High School's Principal, Brian Harrigan.

Ms. Mistrot invited all in the community to a reception to meet the new Town Administrator, Melissa Malone, on June 7th from 7-9:00 p.m. at the Community-Senior Center.

Ms. Mistrot shared the notification from the Department of Public Works regarding the schedule for the South Main Street and West Street Water Main Rehabilitation Project, which started in mid-May and is to continue through July. Residents wishing to receive a weekly update were instructed to email Haley and Ward, the firm that will provide project oversight, at geldridge@haleyward.com.

WHAT'S NEW

Mr. Hickey read the announcement that Susan Ramsey, Director of the Council on Aging, had received the Kate Thomas Spirit Award from the LGBT Aging Project, a nonprofit organization focused on the rights and needs of LGBT older adults, for her work on behalf of the older LGBT Community in Natick. Kate Thomas founded the Somerville-Cambridge Elder Services LGBT Aging Task Force and contributed a great deal to LGBT older adults. Ms. Ramsey acknowledged the Council on Aging and the staff of the Community-Senior Center for their contributions. A 10-hour per week person was recently hired to work on diversity and inclusion with the LGBT community their first focus. In addition, Ms. Ramsey is seeking to collaborate with four other Councils on Aging to offer regional programs geared to this group.

CITIZEN'S CONCERNS

None.

APPOINTMENTS

1. Chief of Police – Officer of the Year: As this year's Office of the Year, nominated by other department members with recommendations mainly from his supervisors, Officer Patrick Grady was recognized for his professionalism, work ethic, and excellence in police duties.
2. Anthony's Coal Fired Pizza – Application for a Common Victualer's License: Postponed to June 11th meeting at applicant's request.
3. Public Hearing – Application for an All-Alcohol, On-Premises License – Anthony's Coal Fired Pizza: Mr. Hickey read the Public Hearing notice aloud. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 4-0-0 to open the Public Hearing. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted to continue the Public Hearing to June 11th at the request of the applicant, as above.
4. Public Hearing – Alteration of Premises for an All-Alcohol, Off-Premises License for Total Wine & More: Mr. Hickey read the Public Hearing notice aloud. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 4-0-0 to open the Public Hearing. Attorney Trish Farnsworth and Total Wine Manager Jennifer Hotop were present. Attorney Farnsworth explained that the alteration of premises is to involve expanding the premises from 23,000 to 33,000 square feet, indicating that Burlington Coat Factory is giving up approximately 10,000 feet of their premises, which Total Wine will use mostly for storage, with some additional space for retail. There is to be no change in operations – the point is to make the space a bit more comfortable since it is currently somewhat cramped. Ms. Mistrot noted that Lt. Lauzon had expressed reservation in that there might be an oversaturation of vehicle traffic and Attorney Farnsworth indicated that they are working with Lt. Lauzon to implement his recommendations to post signs for a fire lane and to have staff monitor that area to prevent parking there. Mr. Jennett, having heard that the expansion was based on the store adding craft beers, inquired if that was the case but neither Attorney Farnsworth nor Ms. Hotop knew anything of any planned use for craft beers. No one from the public offered any comments when given the opportunity by the Chair. Mr. Hickey stated he was not ready to approve the requested change this evening since he was worried that the plan was to expand the store in increments, creating additional traffic concerns, noting that West Natick residents are already under siege by traffic issues. With Lt. Lauzon's written input raising many red flags, such as unauthorized live parking in the fire lanes and oversaturation of the area with vehicles to the point of overcapacity, Mr. Hickey wanted to be sure the Lieutenant's concerns were fully addressed to the satisfaction of the Police and Community Development Departments, and so moved to continue the Public Hearing to the next Selectmen's Meeting, thereby allowing for additional time for Total Wine to work with both departments. Ms. Salamoff seconded the motion and the Board voted 4-0-0 in favor of continuing the hearing to the June 11th Selectmen's Meeting.
5. Public Hearing – Transfer of an All-Alcohol, On-Premises License for Biryantz N Breadz: Mr. Hickey read the Public Hearing notice aloud. On a motion by Ms. Salamoff, seconded by Mr. Jennett, the Board voted 4-0-0 to open the Public Hearing. Attorney Arthur Pearlman spoke on behalf of the applicant, noting that there will be two managers, one for the restaurant (a common victualer license was approved at a previous meeting) and the other the manager of record for the alcohol license. The restaurant hours will be 11:30 a.m. to 2:30 p.m. and 5:00 p.m. to 10:00 p.m. Monday through Friday, as well as noon to 3:30, then 5:30-10:00 on Saturday and Sunday. Ms. Salamoff noticed that the application indicated a seating capacity of 98 and pointed out that a seating capacity of 100 is required for an all-alcohol license. Attorney Pearlman agreed to amend the application to reflect the two extra seats. When asked for public input, a Mr. Brian Hill, representing the building's property management company, highly recommended approval by the Board. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 4-0-0 to close the Public Hearing. On a motion by Mr. Jennett that was seconded by Ms. Salamoff, the Board voted 4-0-0 in favor of approving the license transfer subject to the conditions outlined in Lt. Lauzon's recommendations.

6. David T. Santomenna, Associate Director of Land Conservation, Trustees of Reservations, on Behalf of Tom Hunnewell, Property Owner and Executor of Estate of Morgan Palmer: Request to Approve Revised Conservation Restriction for 5 Dorset Lane (Parcel #38-1) and 1 Dorset Lane (Parcel #38-1A): Mr. Santomenna presented with a revised conservation restriction to be approved and signed by the Board following a minor change to the previously approved and signed version. The change has no impact on the Town. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 3-0-1 (with Mr. Hickey abstaining) to approve and sign the conservation restriction.
7. Town Engineer – Roadway Improvements Contract Award Recommendation: Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 4-0-0 to award the contract for roadway improvements at various location throughout the Town to D&R General Contracting, Inc. in the amount of \$1,877,313.01 with funding as follows: MassDOT Chapter 90 Local Roadway Assistance, FY18 Annual Roadway Supplement ATM 2017, FY19 Annual Roadway Supplement ATM 2018, totaling \$1,877,313.01.
8. Sustainability Coordinator:
 - a. Committee Vacancies: Leo Ryan, Chair of the Sustainability Committee, gave a brief overview of committee initiatives, including its work toward making Natick more sustainable, interest in creating more formal measures related to procurement, and involvement in community education and Earth Day. Two spots on the committee will become available shortly and Mr. Ryan encouraged interested candidates to apply online.
 - b. Aggregation: Ms. Wilson Martin reminded the Board of their April approval to procure a new electricity supplier for the new aggregation period beginning in July. Kim Pare, the Vice President of Bay State Consultants indicated that seven bids were received on May 1st for periods of six, 12, and 24 months. The Acting Town Administrator, Bill Chenard, accepted Bay State's recommendation and executed a 12-month contract with Public Power at 11.427 cents per kilowatt hour for the Natick Standard Green product and 11.299 cents per kilowatt hour for the Natick Basic product.
 - c. Future of Compost Pilot: The two-year old composting pilot program, made possible through State grants and use of DPW resources, is nearing its completion in November of 2018. However, Ms. Wilson Martin stated, the program cannot rely on grants to continue and the DPW does not have the capacity to continue servicing the program indefinitely. Options for moving forward with a second phase of the pilot are being considered and a tentative implementation plan has been developed that would reach 750 households, up from 500 in phase one of the program. Needed tonight is approval by the Board of that implementation plan, required by MassDEP to secure funding to be used in a possible phase two of the program.
9. Approve Art for Electrical Art Box Painting:
 - a. Box #1: 3 North Main Street / Artist: Mary Erickson, Natick Resident
 - b. Box #2: 8 Clarendon Street / Artist: Rebecca McGee Tuck, Natick ResidentMr. Jennett requested that this item be pulled from the Consent Agenda for public discussion. Carole Rabe presented the artwork for review of the Board and the public. Moved by Mr. Jennett and seconded by Mr. Salamoff, the Board voted 4-0-0 to approve both pieces of artwork.
10. Public Hearing – Fiscal Year 2019 Water & Sewer Rates: Mr. Hickey read the Public Hearing notice aloud. Moved by Ms. Salamoff and seconded by Mr. Hickey, the Board voted 4-0-0 to open the Public Hearing. John Townsend, Deputy Town Administrator/Finance Director, provided a presentation on Fiscal Year 2019 water and sewer rates that included information related to the status of the Water/Sewer Enterprise Fund, rate recommendations, and considerations for future years, thanking Bill Chenard, Sean O'Brien, Jeremy Marsette, and other DPW staff for their contributions. The staff recommendations are for a 7% increase in water rates and a 9.75% increase in sewer rates. Ms. Mistrot stated she would like to have the increases communicated to residents since we are coming into the heavy use season and Mr. Chenard noted that the rates will be on the

Town's website. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 4-0-0 to close the Public Hearing. Mr. Jennett, seconded by Ms. Salamoff, moved to approve the 7% increase in water rates and the 9.75% increase in sewer rates for FY 2019. The Board approved the motion by a vote of 4-0-0.

DISCUSSION AND DECISION

Appointment of Pro Bono Legal Counsel, Glen Kramer, Related to Real Property Acquisition for Affordable Housing Trust Fund: Ratifying the vote taken in Executive Session earlier this evening, the Board voted 4-0-0 in favor of appointing Mr. Kramer and his law firm of Cumsky & Levin, as special legal counsel to the Affordable Housing Trust Fund for negotiation and acquisition of 61R Bacon Street on a pro bono basis, with the stipulation that any ancillary costs incurred by the law firm are to be paid by the Affordable Housing Trust Fund. The vote was taken in response to a motion by Mr. Hickey that was seconded by Mr. Jennett.

CONSENT AGENDA

The Chair asked if any members of the public would like to discuss any item on the consent agenda and no discussion was requested.

Mr. Jennett had previously asked to remove the item related to electrical art box painting and it was voted and approved separate from the Consent Agenda (see #9 above under "Appointments").

Ms. Salamoff asked to remove the letter to the Secretary of Transportation regarding the FY 2019-2023 Capital Investment Plan from the Consent Agenda, stating that the letter would make a stronger statement with all of the Board Members' signatures rather than just that of the Chair. However, the Chair noted that the letter was time sensitive and thought it prudent to leave as is in order to expedite its mailing. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 4-0-0 in favor of authorizing the Chair to sign the letter.

The Chair asked for a motion to approve the remainder of the Consent Agenda, which Mr. Hickey read aloud. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 4-0-0 to approve the remainder of the Consent Agenda, conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments, and making a change in the rain date of the Spring Valley Block Party from June 4th (typo) to June 24th, 2018. The following items were approved:

- a. 2018 Cystic Fibrosis Foundation Cycle for Life – 10/6/18
- b. Spring Valley Block Party – 6/3/18 (Rain Date: 6/24/18)
- c. Appointment of Barbara Sanchez as Recreation & Parks Commission's representative to the Cochituate Rail Trail Advisory Committee with term ending 3/30/2020
- d. Appointment of Alyssa Springer to the Affordable Housing Trust Fund with term ending 6/30/2020
- e. Resignation of Joe Weise from the Transportation Advisory Committee
- f. Weekly Warrant Review for 5/22/18
- g. Meeting Minutes for 5/17/18

TOWN ADMINISTRATOR NOTES

Mr. Chenard noted that this was his last meeting as Acting Town Administrator prior to the new Town Administrator assuming her position. He thanked the Board for the opportunity to serve. Ms. Mistrot noted that he has served informally in multiple leadership roles for years and that his growth has been amazing, citing his service to the Town in so many areas with effort, diligence, integrity and dignity. Ms. Salamoff and Mr. Hickey look forward to working with Mr. Chenard for many more years. Mr. Jennett said he could go on and on, but Mr. Chenard's value to the community could not really be expressed in words or on paper.

SELECTMEN'S CONCERNS

Mr. Hickey asked if volunteers are being sought for committee openings and was told they are. He stated that the light at Union Street and Rt. 135 is not getting any better. Mr. Chenard stated that there is a mechanical problem that is being worked through.

Mr. Jennett wanted the Board to be aware of the constantly changing light that causes a great deal of traffic at the intersection of Rts. 9 and 27, near the new Dunkin Donuts, bringing it to the Board's attention for their awareness even though it is the responsibility of the State. He noted that the DPW Director offered to reach out to the State.

Ms. Salamoff asked if anyone would be attending the Peace Breakfast tomorrow and Mr. Jennett and Mr. Hickey indicated they would.

ADJOURNMENT

On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board voted 4-0-0 on a roll call vote to adjourn the Board of Selectmen's Meeting at 10:06 p.m.

Michael J. Hickey, Jr., Clerk

May 29, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on August 6, 2018
Submitted by Trish O'Neil, Executive Assistant, Board of Selectmen

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

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=523&MinutesMeetingID=-1&doctype=Agenda>

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

July 26, 2017

6:00 PM

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

ALSO PRESENT: Town Administrator Melissa Malone and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 6:14 p.m., noting that a quorum was present and that the meeting had been duly posted. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

CITIZEN'S CONCERNS: None.

DISCUSSION AND DECISION

Approve Language for West Natick Fire Station Debt Exclusion Ballot Question for the 11/6/2018 Ballot: Moved by Mr. Hickey and seconded by Mr. Freedman, the Board voted 5-0-0 to approve the following language for the West Natick Fire Station Debt Exclusion Ballot question to be placed on the November 6, 2018 State Election Ballot:

Shall the Town of Natick be allowed to exempt from the provisions of proposition two and one-half, so called, the amounts required to pay for the bond issued in order to design, develop, construct, furnish, and equip a new West Natick Fire Station (Fire Station #4) and related facilities, buildings, appurtenant structures, site improvements, and grounds?

ADJOURNMENT

On a motion by Mr. Jennett, seconded by Mr. Freedman, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 6:27 p.m.



Michael J. Hickey, Jr., Clerk

Submitted by Trish O'Neil, Executive Assistant, Board of Selectmen

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

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=536&MinutesMeetingID=-1&doctype=Agenda>

ITEM TITLE: Correspondence 8/6/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence 8/6/18	8/3/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

83 rd

3 messages

Paul Carew <pcarew@natickma.org>

Fri, Aug 3, 2018 at 9:37 AM

To: Patricia O'Neil <poneil@natickma.org>, Donna Donovan <ddonovan@natickma.org>, Selectmen <selectmen@natickma.org>

Good day all;

Last evening I attended the 83rd Infantry Division Reunion. They had a question and answer by 6 out of 8 of the remaining members of this WWII division. The oldest member did not attend, 102 years old. The President of the group who is the son of a member who passed 3 years ago invited me and I passed the word to other veterans. I made a certificate which I will attach with this email.

I presented this and the Vietnam Moving Wall booklet. The President did send a notice to the town of this reunion. I did thank these WWII heroes on behalf of the Town of Natick and Naticks Veterans. I was honored to meet these men and members of the association. There are over 140 members, made up of mostly family members, children, grandchildren and spouses. There were about 8 associate members from the Netherlands and Belgium. Great evening. Proud to be from Natick. See you Monday evening.

Paul

One attachment

Paul E. Carew

VSO Town of Natick

pcarew@natickma.org

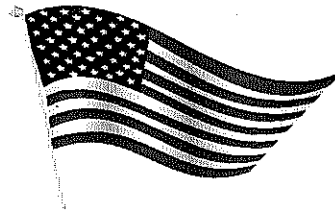
phone 508-647-6545

fax 508-647-6549



Certificate Veterans.docx

60K



ABOVE AND BEYOND AWARD
AWARDED TO

Natick Board of Selectman
The Natick Veterans Council and Veterans Services Town of Natick
Thank you.



For your service in WWII with the
83rd Infantry Division
"Thunderbolt"
On this 2nd Day of August 2018

Paul E. Carew
Director of Veterans' Services

NOTIFICATION
ROADWAY IMPROVEMENTS PROJECT 2018 – VARIOUS LOCATIONS

Dear Project Abutter:

The Town of Natick, Department of Public Works is notifying you of the upcoming construction project in your area. The Town of Natick has contracted with D&R General Contracting, Inc. (Contractor), 732 Newburyport Turnpike, Melrose, MA 02176, to perform the roadway improvements.

The project includes roadway improvements and curbing/sidewalk work (where applicable) on 20 roadways in Natick. A paper copy of the plans and specifications can be viewed at the Natick Department of Public Works in the Engineering Division at 75 West Street, Natick, MA.

The contractor is planning on mobilizing starting the week of July 30, 2018. Anticipated work hours are 7:00 am to 4:00pm Monday-Friday. The entire project is anticipated to proceed until the beginning of October 2018.

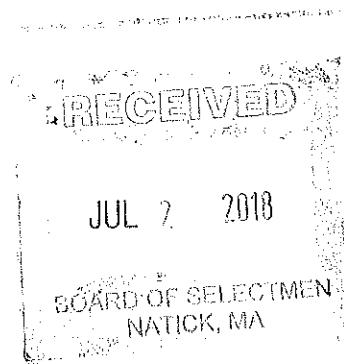
We realize our roadway improvement project may cause some inconvenience for those who live and work in the area. We are working closely with the Natick Police Department to minimize the traffic disruptions and we will do our best to see that construction goes smoothly. Traffic will be able to move at all times. However we would ask that you please not park on the street between the hours of 7:00 am to 4:00 pm when construction crews are present. If you have sprinkler heads or lines that border the edge of the existing road, or that are between the road and the existing sidewalk, it is your responsibility at the time of construction to mark their locations so that the contractor is made aware of their locations.

If you have any questions or concerns throughout the project, please do not hesitate to contact Bill McDowell (Town Engineer) or John Digiacomio (Assistant Town Engineer) in the Natick Department of Public Works - Engineering Division at (508) 647-6551 or Steve Johanson from D&R General Contracting at (781) 321-7772.

Locations of Roadway Improvements – 2018:		
Centre Street	Belmore Road	Lodge Road
Gibbs Street	Edwards Road	Meadow Street
Manor Avenue	Jameson Street	Jackson Court
Paul Street	Oxbow Road	Neil Circle
Walnut Park Road	Walnut Avenue	Fieldstone Lane
Overbrook Terrace	Oxford Street	Mohegan Trail
Whittier Road	Byron Road	



Massachusetts
Housing
Partnership



July 20, 2018

Joshua Katzen, Manager
Cloverleaf West LLC
625 Mount Auburn Street, Suite 210
Cambridge, MA 02138

Re: Cloverleaf West Apartments, 323 Speen Street, Natick, MA (the "Project")-
Update to Project Eligibility Letter

Dear Mr. Katzen:

This letter is issued to re-affirm and update the Project Eligibility Letter for the Project referenced above dated November 2, 2017 ("PEL") in light of substantial changes that have been made to the Project and the request by the Town and the Applicant pursuant to 760 C.M.R 56.04(5). The project, as proposed in your proposed Project modification dated July 11, 2018, shall consist of 73 rental housing units consisting of eight (8) studios; thirty-four (34) one-bedroom apartments; twenty three (23) two-bedroom apartments, and eight (8) three bedroom apartments in a single, 6-story building. A total of 328 parking spaces for this project and the existing Cloverleaf Apartments (183 units) will be provided, in compliance with zoning.

160 Federal Street
Boston, Massachusetts 02110
Tel: 617-330-9955
Fax: 617-330-1919

462 Main Street
Amherst, Massachusetts 01002
Tel: 413-253-7379
Fax: 413-253-3002

www.mhp.net

The project eligibility in the PEL are updated as follows:

- (i) The Project, as proposed, appears generally eligible under the requirements of MHP's Permanent Rental Financing Program (the "Program") through a Fannie Mae execution, certain terms of which are set forth on revised Exhibit A, attached hereto, subject to final approval;
- (ii) The site of the proposed Project is generally appropriate for residential development;
- (iii) The revised Project design is generally appropriate for the site. The reduction in the building height from ten stories to six provides a logical transition between the existing mall buildings and the taller Cloverleaf Apartments and Avalon apartments to the east and north. The expanded palette of materials on the building facades provides visual interest, and the use of vertical banding works to reduce the impression of building mass.
- (iii) Based upon updated comparable rentals and potential competition from other projects, the proposed Project appears financially feasible within the Natick market.
- (iv) The Project appears financially feasible on the basis of estimated development and operating costs set forth in the revised pro forma provided by the Applicant and a land value determination consistent with

the Comprehensive Permit Rules. In addition, the revised Project budgets are consistent with the Comprehensive Permit Rules relative to cost examination and limitations on profit and distributions.

- (vi) The Project will be owned by the Applicant and will be subject to MHP's limited dividend requirements. The Applicant meets the general eligibility requirements of the Program; and
- (vii) The Site is controlled by the Applicant by virtue of a Purchase and Sale Agreement.

Except as modified by this letter all other terms and conditions of the PEL remain unchanged and in full force and effect. Should you have any comments or questions concerning this letter, please do not hesitate to call Katy Lacy at 857-317-8514.

Sincerely,



Clark L. Ziegler
Executive Director

cc: Roberta Rubin, Chief Counsel, Department of Housing and Community
Development
Amy K. Mistrot, Chairman, Natick Board of Selectmen
Scott W. Landgren, Chairman, Natick Zoning Board of Appeals
Melissa Malone, Natick Town Administrator

EXHIBIT A

Affordability Requirements:	At least nineteen (19) of the units must be affordable to households earning up to fifty percent (80%) of the median area income. Such units shall include a mix of bedroom sizes satisfactory to MHP. The affordability requirements will be documented through an affordable housing agreement that will be recorded prior to the mortgage and shall create covenants running with the property for a minimum period of thirty (30) years. Comprehensive permit requirements may extend the affordability requirements beyond the initial 30-year term.
Limited Dividend Policy:	The Owner must comply with MHP's limited dividend policy.