BOARD OF SELECTMEN
Edward H. Dlott Meeting Room
AGENDA
October 1, 2018
6:00 PM

Agenda posted on Thursday, 9/27/18 at 5:12 p.m. Agenda revised Friday, 9/28/18 at 8:57 a.m. This meeting will be recorded by Natick Pegasus. 6:00: Convene Open Session. At conclusion of Open Session: Roll call vote to enter Executive Session. The Board will not return to Open Session at conclusion of Executive Session. Times listed are approximate. Agenda items will be addressed in an order determined by the Chair.

PRESENTATION OF RESOLUTION IN HONOR OF LYNDA SIMKINS, FORMER EXECUTIVE DIRECTOR OF THE NATICK COMMUNITY ORGANIC FARM

a. Resolution-Lynda Simkins

ANNOUNCEMENTS

CITIZENS' CONCERNS: Any individual may raise an issue that is not included on the agenda and it will be taken under advisement by the Board. There will be no opportunity for debate during this portion of the meeting. Any individual addressing the Board during this section of the agenda shall be limited to five minutes.

APPOINTMENTS

1. Vincent Vittorio: Interview for Appointment to the Design Review Board

   Term Expires 6/30/2020
2. Interviews for Appointment to the Zoning Board of Appeals

   Associate Member Term Expires 5/1/2021
3. Connie Pitt: Interview for Appointment to the Council on Aging

   Term Expires 6/30/2021
4. Beverly Klau: Interview for Appointment to the Cultural Council

REQUESTED ACTION

5. Nordstroms: Application for a Change in Officers
6. Public Hearing: Morse Tavern-Application for Alteration of Premises
7. Natick Service Council: Application for a One-Day Alcohol License

8. Public Hearing: Dave & Busters - Application for S. 12 Restaurant All Alcohol License

9. Dave & Busters

   a. Common Victualer Application
   b. Entertainment Application for Weekdays and Sundays
   c. Automatic Amusement Application for 152 Devices

10. Economic Development Committee-Revise Composition

11. Procurement Officer: Approve Contracts

    a. Parking Ticket Collection Contract Extension
    b. Evergreen Well No. 3 Rehabilitation
    c. North Main Street/Route 27 Appraisal Services

DISCUSSION AND DECISION

12. Custodial Cleaning Contract

    a. Terminate for Convenience, Effective October 1, 2018 with last date of service November 1, 2018: Greenlife Janitorial
    b. Award Contract, Effective November 2, 2018: SJ Services

13. Public Hearing: 2019 Licensing Fees

14. Review of 2018 Fall Town Meeting Warrant Articles: 17, 32, 35, 38, 39, 41

SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

CONSENT AGENDA

15. Reappoint Avigail Shimshoni as the Natick Center Associates Designee to the Design Review Board

    Term Expires 6/30/2021

16. Accept the Resignation of Rick White from the West Natick Fire Station Building Committee

17. Approve Banner Requests for Sustainability & DPW

    a. DPW-Recycling Banner 11/7-11/18/18
    b. DPW-Textiles Banner 11/19-11/25/18
    c. Sustainability- Water Conservation Banner 3/27-4/7/19
    d. Sustainability-Earth Day Banner 4/22-4/28/19
    e. Sustainability-Water Conservation Banner 5/6-5/12/19

18. Approve and Sign Small Business Saturday Proclamation

19. Weekly Warrant Review 9/25/18

20. Sign November 6, 2018 State Election Warrant

21. Approve Meeting Minutes

    7/23/18, 8/6/18, 8/14/18, 8/20/18, 8/27/18, 9/6/18, 9/13/18, 9/17/18, 9/24/18

22. Approve Carry the Fallen Ruck March-11/10/18

TOWN ADMINISTRATOR NOTES

SELECTMEN'S CONCERNS

CORRESPONDENCE

Correspondence 10/1/18

EXECUTIVE SESSION (This portion of the meeting is not open to the public)

To conduct strategy sessions in preparation for negotiations with nonunion personnel

To discuss strategy with respect to collective bargaining where discussion in an open meeting may have a detrimental effect on the bargaining position of the Town

a. Public Employees Local Union 1116 (Clerical)
b. Deputy Fire Chief's Association (Deputy Fire Chiefs)
c. New England Police Benevolent Association, Inc. Local 182 (Dispatch)
d. Public Employees Local Union 1116 (DPW Laborers)
e. Supervisors' and Administrators' Association (DPW Supervisors)
f. Maintenance and Custodians Local 1116 (Facilities Maintenance)
g. International Association of Firefighters Local 1707 (Firefighters)
h. Public Employees Local Union 1116 (Library)
i. Natick Patrol Officers' Association (Patrol Officers)
j. New England Police Benevolent Association, Inc. Local 82 (Police Superiors)

To consider the purchase, exchange, lease, or value of real property where discussion in an open meeting may have a detrimental effect on the Town's negotiating position

a. Mechanic Street
b. 22 Pleasant Street

Next Meeting Dates: 10/15, 10/29, 11/13

ITEM TITLE: Resolution-Lynda Simkins

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Resolution	9/26/2018	Cover Memo

A TOWN OF NATICK RESOLUTION
TO HONOR
LYNDA SIMKINS

WHEREAS Lynda Simkins began working for the Town of Natick as Farm Director in March 1980, thirty-eight years ago, and brought a unique level of leadership: dedication, passion, vision, and mentoring skills, and

WHEREAS Lynda became Executive Director on July 1, 2007, and

WHEREAS the 27-acre farm that was comprised of an unheated barn and a chicken coop, with no running water or toilet, and open fields has been transformed into a 365-day multi-operational certified-organic farm and educational facility for children and adults of all ages, and

WHEREAS under Lynda's leadership the farm changed because of people and people changed because of the farm, and

WHEREAS Lynda's driving focus was the mission: stewarding public productive open land, providing certified-organic vegetables, flowers and seedlings, fresh, local sustainably-raised meats, eggs, wool, honey and fresh maple syrup, and countless opportunities for hands-on education of the community's children and adults, and

WHEREAS while Lynda provided fiscal stability through responsible budget planning, she developed good relationships and resources in the community and championed innovative programs to enhance the operation of the farm, including the use of alternative energy sources such as solar, and

WHEREAS hundreds of Natick school children in grades 1-4 are provided free educational programming that includes subjects such as where food comes from, nutrition, maple sugaring, the water cycle, and help to care for farm animals (2 cows, 6 goats, 6 sheep, 150 chickens, 4 pigs, 165 Thanksgiving turkeys and lots of rabbits), and

WHEREAS preschool-aged children attend the Waldkindergarten program called Forest Gnomes and engage in outdoor woodland play all year long in all types of weather conditions, and

WHEREAS through homeschooling, afterschool programming, and vacation and summer school programming, the Natick Community Organic Farm offers more than 4,200 hours of programming for local youth and the farm benefits from more than 6,700 hours of volunteer help from all ages of Natick citizens, and

WHEREAS Natick teens learn to serve as a capable and dependable work force, learn to market and manage the sale of farm products, and learn maple sugaring and the care of animals as well as life skills, and

WHEREAS Lynda Simkins has turned the Natick Community Farm into a thriving, sustainable, certified-organic farm that is the last working farm in Natick and serves as a model in Massachusetts and in the nation, and

WHEREAS Executive Director Lynda Simkins led the creation of very special educational programs in Natick with the development of the Natick Community Organic Farm for all ages, but most significantly the youngest of our children through young adult, to learn about farm land, its produce, its animals and the life skills for its upkeep, including personal responsibility, sense of accomplishment and contribution to community,

NOW, THEREFORE, THE NATICK BOARD OF SELECTMEN, hereby honors Lynda Simkins for her outstanding service to the Town of Natick.

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

Amy K. Mistrot, Chair

Jonathan Freedman

Susan G. Salamoff, Vice Chair

Richard P. Jennett, Jr.

Michael J. Hickey, Jr., Clerk

ITEM TITLE: Vincent Vittorio: Interview for Appointment to the Design Review Board

ITEM SUMMARY: Term Expires 6/30/2020

ATTACHMENTS:

Description	Upload Date	Type
Packet	9/27/2018	Cover Memo

Profile

Vincent
First Name

Middle Initial

Vittoria
Last Name

vinvittoria@yahoo.com
Email Address

1 HIllside Road
Street Address

Suite or Apt

Natick
City

MA
State

01760
Postal Code

What district do you live in? *

- [x] Precinct 7

Mobile: (401) 864-4867
Primary Phone

Home:
Alternate Phone

Boston Children's Hospital Trust
Employer

Senior Officer, Principal and Major Gifts
Job Title

Which Boards would you like to apply for?

Historical Commission: Appointed
Design Review Board: Archived

Are you a registered voter in the Town of Natick?

(•) Yes ( ) No

Have you ever attended a Natick town meeting?

( ) Yes (•) No

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

(•) Yes ( ) No

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

I am a member of the Historic Commission starting in late 2016.

Interests & Experiences

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

I am interested in serving on the Design Review Board as soon as there is a vacancy. I live in the Natick Center area and have great passion for the design of our downtown. I recognize that Natick Center is becoming an area of interest for developers and I want to help play a role in shaping the future of what our downtown will look like. I think it is important to do as much as possible to help maintain the character and attractiveness of our downtown.

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

○ Yes ◉ No

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

I am a member of the Natick Historical Society and Natick historic commission. I have a strong knowledge of Natick Center and closely follow developments being constructed in this area. I have a deep knowledge of architectural styles, especially historic architecture.

Please list any professional affiliations.

None relevant to the Design Review Board. In my professional life I am a major gifts fundraiser at Boston Children's Hospital and at MIT and Brown University before that.

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

I am passionate about Natick's history and its present and future. As for other hobbies, I also am an amateur pianist and my wife and I spend a lot of time with landscaping/gardening.

Upload a Resume

Town of Natick

DESIGN REVIEW BOARD

BOARD DETAILS

OVERVIEW

SIZE 5 Seats

TERM LENGTH 36 Months

TERM LIMIT

The intent of this board is to provide detailed review of exterior alterations made to structures having substantial impact on the Natick Downtown Mixed Use District, to prevent blight, to enhance the natural and aesthetic qualities of the Downtown, to conserve the value of land and buildings, and to protect and preserve the historic and cultural heritage of the Downtown and its surrounding neighborhoods.

DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION WEBSITE

Town of Natick

DESIGN REVIEW BOARD

BOARD ROSTER

WAYNE CHOUINARD

4th Term **Jul 01, 2006 - Jun 30, 2016**

Appointing Authority Planning Board
Position Planning Board Representative

SARALLYN KELLER

4th Term **Jul 01, 2007 - Jun 30, 2017**

Appointing Authority Board of Selectmen
Position Member

AVIGAIL SHIMSHONI

4th Term **Jul 01, 2006 - Jun 30, 2017**

Appointing Authority Board of Selectmen
Position Natick Center Associates Representative

JOHN TRAFICONTE

4th Term **Jul 01, 2006 - Jun 30, 2017**

Appointing Authority Board of Selectmen
Position Member

VACANCY

Appointing Authority Board of Selectmen
Position Historical Commission Representative

ITEM TITLE: Interviews for Appointment to the Zoning Board of Appeals

ITEM SUMMARY: Associate Member Term Expires 5/1/2021

ATTACHMENTS:

Description	Upload Date	Type
Packet	9/27/2018	Cover Memo
Town Charter-Procedures Governing Multiple Member Bodies	9/27/2018	Cover Memo

Town of Natick

ZONING BOARD OF APPEALS

BOARD DETAILS

OVERVIEW

SIZE 8 Seats

TERM LENGTH 36 Months

TERM LIMIT N/A

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

Appeals from decisions of the Building Inspector

Special Permits as allowed within the Natick Zoning Bylaws

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

Variances for commercial and residential properties

DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION WEBSITE

Town of Natick

ZONING BOARD OF APPEALS

BOARD ROSTER

KATHERINE M DURRANE
2nd Term **May 02, 2017 - May 01, 2020**

Appointing Authority Board of Selectmen
Position Clerk

DAVID R. JACKOWITZ
2nd Term **May 02, 2016 - May 01, 2019**

Appointing Authority Board of Selectmen
Position Chair

SCOTT W. LANDGREN
4th Term **May 02, 2016 - May 01, 2019**

Appointing Authority Board of Selectmen
Position Vice-Chair

GEOFFREY S LEWIS
1st Term **Sep 06, 2018 - May 01, 2020**

Position Member

MICHAEL LYNCH
1st Term **Jun 12, 2018 - May 01, 2021**

Appointing Authority Board of Selectmen
Position Associate Member

JASON P. MAKOFSY
2nd Term **May 01, 2018 - May 01, 2021**

Appointing Authority Board of Selectmen
Position Member

ROBERT K. STECKBECK
2nd Term **May 02, 2016 - May 01, 2019**

Appointing Authority Board of Selectmen
Position Associate Member

VACANCY

Appointing Authority Board of Selectmen
Position Associate Member

Section 7-9 Procedure Governing Multiple Member Bodies

(a) Meetings - All multiple member bodies, whether elected, appointed or otherwise constituted, shall meet regularly at such times and places within the town as they may, by vote, prescribe. Special meetings of any multiple member body shall be held upon the call of its chairman, or by one-third of the members thereof, by notice to each member, except in the case of emergency, at least forty-eight hours in advance of the time set, which indicates the subject to be acted upon and the time and place of such special meeting, whether within or without the town. A copy of the same notice shall be posted on the town bulletin board. Regular meetings of all multiple member bodies shall be held in public buildings of the town of Natick.

(b) Rules and Journals - Each multiple member body shall determine its own rules and order of business, unless otherwise provided by the charter or by law, provided, however, that each multiple member body shall provide some period of time at each of its meetings for members of the public who are present to ask questions, state opinions and otherwise interchange information with the members of the multiple member body. Each multiple member body shall also provide for the keeping of a journal of its proceedings. These rules and the journal shall be a public record.

(c) Voting - If requested by any member, any vote of a multiple member body shall be taken by a roll call vote and the vote of each member shall be recorded in the journal, provided, however, if any vote is unanimous only that fact need be recorded.

(d) Quorum - A majority of the full membership of a multiple member body shall constitute a quorum, but a smaller number may meet and adjourn from time to time. While a quorum is present, unless another provision is made by law or by its own rules, all business shall be determined by a majority of those present and voting.

(e) Filling of Vacancies - Whenever a vacancy shall occur in the membership of an appointed multiple member body, the remaining members shall forthwith give written notice of such vacancy to the appointing authority. If, at the expiration of thirty days following delivery of such written notice to the appointing authority, said appointing authority has not appointed some person to fill the vacancy, the remaining members of the multiple member body shall fill such vacancy for the remainder of the unexpired term by a majority vote of the remaining members.

Section 7-10 Notice of Vacancies

Whenever a vacancy occurs in any town agency, or in town employment, or when by reason of retirement or the expiration of a fixed term, a vacancy can be anticipated, the board of selectmen, or other appointing authority shall forthwith cause public notice of the vacancy or impending vacancy to be posted on the town bulletin board for not less than ten days. Such notice shall contain a description of the duties of the office or position and a listing of necessary or desirable qualifications for the position. No permanent appointment to fill a position shall be effective until at least fourteen days have elapsed following such posting, to permit reasonable consideration of all applicants. This section shall not apply to positions covered by the civil service law and rules or if in conflict with the requirements provided under the terms of a collective bargaining agreement.

ITEM TITLE: Connie Pitt: Interview for Appointment to the Council on Aging

ITEM SUMMARY: Term Expires 6/30/2021

ATTACHMENTS:

Description	Upload Date	Type
COA Packet	9/27/2018	Cover Memo

Profile

Connie
First Name

Middle Initial

Pitt
Last Name

conniepitt@verizon.net
Email Address

7 Garfield St
Street Address

Suite or Apt

Natick
City

MA
State

01760
Postal Code

What district do you live in? *

- [x] Precinct 9

Mobile: (508) 395-8095
Primary Phone

Home: (508) 647-1654
Alternate Phone

retired
Employer

Job Title

Which Boards would you like to apply for?

Council on Aging: Submitted

Are you a registered voter in the Town of Natick?

(•) Yes ( ) No

Have you ever attended a Natick town meeting?

( ) Yes (•) No

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

( ) Yes (•) No

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

Interests & Experiences

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

Retired 2 years ago after a 40 year Information Technology career. My husband and I retired to Natick Center to enjoy walking and being active seniors. I have been volunteering at the Community Center - Lincoln Cafe, Parking Passes, and Sentinel. Looking for additional volunteer opportunities in Natick.

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

◉ Yes ○ No

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

Strong MS-Office and communications skills. Served as Secretary for the Nike Site Advisory Committee in Wayland so familiar with open meeting law and associated practices. Citizen's Leadership Academy was a great introduction to the Natick town operations.

Please list any professional affiliations.

Project Management Professional (2005-2016) certification - PMI (Project Management Institute)

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

Gardening, walking

cnp_volunteer_resume.docx

Upload a Resume

508-395-8095 (Mobile)
conniepitt@verizon.net

CONNIE PITT

OBJECTIVE

Seeking volunteer opportunities to actively participate in and help support the Natick community.

QUALIFICATIONS SUMMARY

Strong organizational and project leadership skills.
Comfortable with public speaking, presentation and document preparation, note taking, team participation.

WORK HISTORY

IT Director, Sanofi/Genzyme July 2006 – July 2016

Managed the IT Portfolio for Genzyme including Project Management Office staffed with up to18 project managers (employee and contract staff). After Sanofi acquisition, responsible for data management and reporting team composed of resources in Paris, Frankfurt, and NJ.

Independent Consultant September 1999 – June 2005

Provided IT Project and Program Management services. Managed Y2K conversion for a small software company. Led team to develop and deploy Oracle Order Management System.

WW HRIS Manager, Digital Equipment Corp July 1979 – September 1998

Supervised the Engineering Business Information Systems team providing a range of financial and administrative systems to the Engineering Division. Created a new department to develop application systems for the Manufacturing & Engineering HR team leading to worldwide responsibility for the company. Led the effort to replace several home grown systems with Peoplesoft as a 3 year $35 million program and an ROI of 2 years.

Programmer/Analyst, General Electric July 1973 – June 1979

Provided IT support to various applications. Developed new applications in Cobol and Fortran on ancient computers (even punched cards!)

EDUCATION

BS Mathematics, Bucknell University, Lewisburg, PA

VOLUNTEER EXPERIENCE

Secretary of the Nike Site Advisory Committee, Town of Wayland, 2003-2009, Studied and acquired a former Nike Site from the National Lands to Parks program, developed the site with affordable housing, handicap accessible trail and passive recreation.

Dec 2017 to Present – Natick Community Center - Lincoln Café, Parking Passes, Sentinel

Town of Natick

COUNCIL ON AGING

BOARD DETAILS

OVERVIEW

SIZE 11 Seats

TERM LENGTH 36 Months

TERM LIMIT

The Council on Aging Board is an advisory body with responsibility for advising and supporting the Director of the Council on Aging (the Director) and helping to establish and review the departments objectives.

The basic purpose of the Board is to:
A. Identify the total needs of Naticks elder population;
B. Educate town officials and residents regarding the needs and contributions of Naticks elders and encourage community support;
C. Establish both short-term and long-term goals and objectives in collaboration with the Director to meet identified needs;
D. Encourage collaboration with other agencies, and where appropriate appoint representatives to said agencies; and
E. Advocate with federal, state, local agencies and elected officials regarding legislative and budgetary issues affecting elders.

DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION WEBSITE

Town of Natick

COUNCIL ON AGING

BOARD ROSTER

ROBERTA A. CIARFELLA
2nd Term **Jul 01, 2017 - Jun 30, 2020**

Appointing Authority Board of Selectmen
Position Member

ANDREW D ESCHTRUTH
1st Term **Aug 21, 2017 - Jun 30, 2020**

Appointing Authority Board of Selectmen
Position Member

WILLIAM F GROME JR.
1st Term **Jul 12, 2016 - Jun 30, 2019**

Appointing Authority Board of Selectmen
Position Chair

JUDITH M KEEFE
1st Term **Aug 21, 2017 - Jun 30, 2020**

Appointing Authority Board of Selectmen
Position Member

HARRIET MERKOWITZ
2nd Term **Jul 01, 2016 - Jul 01, 2019**

Appointing Authority Board of Selectmen
Position Member

ELAINE B OSTROFF
1st Term **Jul 12, 2016 - Jun 30, 2019**

Appointing Authority Board of Selectmen
Position Member

SALVATORE PANDOLFO
2nd Term **Jul 01, 2017 - Jun 30, 2020**

Appointing Authority Board of Selectmen
Position Member

VACANCY

VACANCY

VACANCY

VACANCY

ITEM TITLE: Beverly Klau: Interview for Appointment to the Cultural Council

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Packet	9/27/2018	Cover Memo

Profile

Beverly
First Name

S
Middle Initial

Klau
Last Name

bevklau@gmail.com
Email Address

13 Shady Oak Lane
Street Address

Suite or Apt

Natick
City

MA
State

01760
Postal Code

What district do you live in? *

☑ N/A

Mobile: (508) 745-1094
Primary Phone

Home: (508) 405-1237
Alternate Phone

Employer

Job Title

Which Boards would you like to apply for?

Cultural Council: Submitted

Are you a registered voter in the Town of Natick?

◉ Yes ○ No

Have you ever attended a Natick town meeting?

○ Yes ◉ No

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

○ Yes ◉ No

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

Interests & Experiences

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

I have lived in Natick for almost 10 years and have two children enrolled in Brown School. I want to serve my community and the role of Cultural Council committee member is a good fit with my skills and interests.

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

○ Yes ◉ No

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

I hold a master's degree in museum education and BA in art history. I have spent a great deal of time in museums and classrooms and can bring this knowledge to the committee. I can wear my "teacher hat" and "parent hat" when necessary and helpful to the group. I have created the HUG program (Help Us Greet) at the Brown School to welcome new students and families. I want all citizens in our town to feel welcome and wanted here.

Please list any professional affiliations.

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

As I mentioned earlier I am a parent and educator and these roles shape me. I am also a cook and reader.

Beverly_S_Klau_Resume.docx

Upload a Resume

BEVERLY **KLAU**

13 Shady Oak Lane, Natick, MA 01760 · 508-745-1094 bevklau@gmail.com

URJ Eisner Camp Community Care Team Advisor (Summer 2018) Great Barrington, MA

- Supervise and support unit heads, counselors, and campers

Brandeis University Precollege Program (Spring 2018) Waltham, MA

- #enough Youth Impact Summit program coordinator during incubation stage
- Cultivated relationship between Brandeis students and March for Our Lives Boston leaders

Natick Is United (2016 - present) Natick, MA

- Leadership team member and celebrations chair of a town-wide network connecting people through advocacy, education, celebration and conversation to build a vibrant and safe community

Peace Meal Founder (2017 - present) Natick, MA

- Created a new initiative to weave together a stronger, more connected community by bringing people together over a shared potluck meal

H.U.G. (Help Us Greet) Founder and Connector (2016-present) Natick, MA

● Created school wide volunteer program to welcome and connect new families to “rooted” families at Brown Elementary School

Moving Traditions Rosh Hodesh Group Leader (2010-2018) Wayland, MA
Temple Shir Tikva

● Design and lead gatherings based on Jewish themes integrated with needs of the group

Co-Facilitator, Beneath the Surface Program (2011-present) Newton, MA
Mayyim Hayyim Living Waters Community Mikvah

Riverbend School Assistant Classroom Teacher (2016-2017) Natick, MA

Temple Shir Tikva Religious School Principal (2013-2016) Wayland, MA

Temple Shir Tikva Religious School Teacher (2010 - present) Wayland, MA

Solomon Schechter Day School Classroom Teacher (2007 - 2009) Newton, MA

Classroom Teacher - Grades 1 and 3 (2005 – 2007) New York, NY

Bank Street College for Teachers, Master of Science (June 2002 - August 2003)

University of Wisconsin, Madison, Bachelor of Arts (1996-2000)

Town of Natick

CULTURAL COUNCIL

BOARD DETAILS

OVERVIEW

SIZE 9 Seats

TERM LENGTH 24 Months

TERM LIMIT

Purpose:

- To support and foster professional excellence in the arts
- To strengthen and preserve our cultural heritage
- To encourage the local development of the arts
- To make the arts more widely available to the people of Natick
- To support the work of artists, humanists, and cultural organizations
- To provide advocacy and leadership in the arts

DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION WEBSITE

Town of Natick

CULTURAL COUNCIL

BOARD ROSTER

SWATI DAVE
3rd Term **Jul 01, 2017 - Jun 30, 2019**

Appointing Authority Board of Selectmen
Position Chair

CYDNEY E HODDER
1st Term **Oct 11, 2016 - Jun 30, 2019**

Appointing Authority Board of Selectmen
Position Member

JOE IDZAL
3rd Term **Jul 02, 2018 - Jun 30, 2020**

Appointing Authority Board of Selectmen
Position Member

LEAH LEVY
1st Term **Oct 11, 2016 - Jun 30, 2019**

Appointing Authority Board of Selectmen
Position Clerk

TERESA PAGLIUCA
1st Term **Oct 11, 2016 - Jun 30, 2019**

Appointing Authority Board of Selectmen
Position Member

SHAHREEN H QUAZI-DAHODWALA
1st Term **Sep 06, 2018 - Jun 30, 2020**

Appointing Authority Board of Selectmen
Position Member

RAFFAELLA TORCHIA
3rd Term **Jul 02, 2018 - Jun 30, 2020**

Appointing Authority Board of Selectmen
Position Treasurer

VACANCY

VACANCY

VACANCY

ITEM TITLE: Nordstroms: Application for a Change in Officers

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	9/27/2018	Cover Memo

Print 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

Please make $200.00 payment here: https://www.paybill.com/mass/abcc/retail/

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

EPAY CONFIRMATION NUMBER

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

LICENSEE NAME Nordstrom, Inc.

ADDRESS 209 Speen Street

CITY/TOWN Natick **STATE** MA **ZIP CODE** 01760

TRANSACTION TYPE (Please check all relevant transactions):

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

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

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

REST Licensing

From: dbobb@tre.state.ma.us
Sent: Wednesday, August 29, 2018 5:13 PM
To: REST Licensing
Subject: Commonwealth ABCC (validation) authorized payment confirmation

This is an electronically generated acknowledgement of our receipt of your payment. Please print this message or save it on your computer.

Here is your payment information:

License Number: 076800042 (Natick)

Payment Date/Time: 8/29/2018 8:12:39 PM (ET)
Payment Amount: $200.00

Method of Payment: Checking
Bank Account Number: ******5482
Bank Routing Number: 121000358
Name on Account: NORDSTROM, INC.

Payment Reference Number: 241006

Note: In most cases, your bank account will be debited in one to two business days.

Deron Bobb
(617) 727-3040 ext 23

Your Payment Has Been Approved

License Number 076800042
License Type Retail License Filing Fee
Method Of Payment Checking
Bank Account Number ****5482

Your Confirmation Number Is 241006.

Exit | Make Another Payment | Print

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 FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

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

ECRT CODE: RETA

Please make $200.00 payment here: https://www.paybill.com/mass/abcc/retail/
PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER

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

ENTITY/ LICENSEE NAME Nordstrom, Inc.

ADDRESS 209 Speen Street

CITY/TOWN Natick **STATE** MA **ZIP CODE** 01760

For the following transactions (Check all that apply):

- ☐ New License
- ☐ Transfer of License
- ☐ Change of Manager
- ☒ Change of Officers/ Directors/LLC Managers
- ☐ Change of Location
- ☐ Alteration of Licensed Premises
- ☐ Change Corporate Name
- ☐ Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- ☐ Change of Class (i.e. Annual / Seasonal)
- ☐ Change of License Type (i.e. club / restaurant)
- ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Other
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☐ Pledge of Collateral (i.e. License/Stock)
- ☐ Management/Operating Agreement
- ☐ Change of Hours
- ☐ Change of DBA

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

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

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

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

☒ Change of Officers/ Directors/LLC Managers

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- CORI Authorization
- Vote of the Entity
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ Change of Ownership Interest

(e.g. LLC Members, LLP Partners, Trustees etc.)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- CORI Authorization
- Financial Statement
- Vote of the Entity
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement (New Stockholder Only)*
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ Change of Stock Interest

(e.g. New Stockholders or Transfer or Issuance of Stock)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- CORI Authorization
- Financial Statement
- Vote of the Entity
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement (New Stockholder Only)*
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ *Non-Profit Club* Change of Officers/ Directors

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the club signed by an approved officer
- Business Structure Documents -**Articles of Organization** from the Secretary of the Commonwealth

☐ Management Agreement

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Management Agreement
- Vote of Entity

**If abutter notification and advertisement is required for transaction, please see the local licensing authority.*

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Nordstrom, Inc.	Natick	

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Change of officers only - this is a publicly traded company (NYSE).

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Trish Farnsworth, Esq.	Attorney	tfarnsworth@lawson-weitzen.com	617.439.4990

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
  On Premises (E.g.Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
  Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Blake W. Nordstrom	4014 Hunts Point Road Bellevue WA 98105	[redacted]	10/04/1960

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President	public company	(•) Yes ( ) No	(•) Yes ( ) No	( ) Yes (•) No

Name of Principal	Residential Address	SSN	DOB
Vincent P. Rossetti	6507 240th Way NE Redmond WA 98053	[redacted]	06/02/1971

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
VP Restaurant Operations	public company	( ) Yes (•) No	(•) Yes ( ) No	( ) Yes (•) No

Name of Principal	Residential Address	SSN	DOB
Anne L. Bramman	3061 69th Avenue SE Mercer Island WA 98040	[redacted]	09/27/1967

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
CFO	public company	( ) Yes (•) No	(•) Yes ( ) No	( ) Yes (•) No

Name of Principal	Residential Address	SSN	DOB
Robert B. Sari	2134 7th Avenue W Seattle WA 98101	[redacted]	03/27/1956

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Secretary	public company	( ) Yes (•) No	(•) Yes ( ) No	( ) Yes (•) No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		( ) Yes ( ) No	( ) Yes ( ) No	( ) Yes ( ) No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		( ) Yes ( ) No	( ) Yes ( ) No	( ) Yes ( ) No

Additional pages attached? ( ) Yes (•) No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. ( ) Yes (•) No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. ( ) Yes (•) No

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Blake W. Nordstrom	President	public company
Mike Koppel	CFO	public company
John Clem	VP Restaurant Division	public company
Robert B. Sari	Secretary	public company

4. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
all officers of Nordstrom, Inc.	Section 12	Nordstrom, Inc.	Peabody
all officers of Nordstrom, Inc.	Section 12	Nordstrom, Inc.	Burlington
all officers of Nordstrom, Inc.	Section 12	Nordstrom, Inc.	Braintree

5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒
If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6 DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 6B ever been suspended, revoked or cancelled?
Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

7. FINANCIAL DISCLOSURE

Associated Cost(s):

N/A for change of officers

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

APPLICANT'S STATEMENT

I, Robert B. Sari the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of Nordstrom, Inc. , hereby submit this application for change in corporate officers
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: 6/7/18

Title: Secretary

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:	Nordstrom, Inc.	CITY/TOWN:	Burlington

APPLICANT INFORMATION

LAST NAME:	Nordstrom	FIRST NAME:	Blake	MIDDLE NAME:	Willard
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Seattle, WA		
DATE OF BIRTH:	10/04/1960	SSN:	535-64-9522	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Wakeman	DRIVER'S LICENSE #:	NORDSBW403PD	STATE LIC. ISSUED:	Washington
GENDER:	MALE	HEIGHT:	6 3	WEIGHT: 195	EYE COLOR: Blue
CURRENT ADDRESS:	4014 Hunts Point Road				
CITY/TOWN:	Bellevue	STATE:	WA	ZIP:	98105
FORMER ADDRESS:	4404 52nd Avenue NE				
CITY/TOWN:	Seattle	STATE:	WA	ZIP:	98105

PRINT AND SIGN

PRINTED NAME: Blake W. Nordstrom APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this June 8, 2018 before me, the undersigned notary public, personally appeared Blake W. Nordstrom (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.

NOTARY

DANA L. RYEN
COMMISSION EXPIRES
NOTARY
PUBLIC
9-19-19
STATE OF WASHINGTON

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. 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 DCJI via mail or by fax to (617) 660-4614.

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) | LICENSEE NAME: Nordstrom, Inc. | CITY/TOWN: Burlington

APPLICANT INFORMATION

LAST NAME: Rossetti | FIRST NAME: Vincent | MIDDLE NAME: Pat

MAIDEN NAME OR ALIAS (IF APPLICABLE): | PLACE OF BIRTH: Berwyn, IL

DATE OF BIRTH: 06/02/1971 | SSN: 337-62-7616 | ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: Santucci | DRIVER'S LICENSE #: ROSSEVP296LB | STATE LIC. ISSUED: Washington

GENDER: MALE | HEIGHT: 5 5 | WEIGHT: 200 | EYE COLOR: Brown

CURRENT ADDRESS: 6507 240th Way NE

CITY/TOWN: Redmond | STATE: WA | ZIP: 98053

FORMER ADDRESS: 8602 236th Way NE

CITY/TOWN: Redmond | STATE: WA | ZIP: 98053

PRINT AND SIGN

PRINTED NAME: Vincent P. Rossetti | APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this June 6, 2018 before me, the undersigned notary public, personally appeared Vincent P. Rossetti (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.

NOTARY

DANA L. RYEN
COMMISSION EXPIRES
NOTARY
PUBLIC
9-19-19
STATE OF WASHINGTON

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. 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 DCJI via mail or by fax to (617) 660-4614.

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) | LICENSEE NAME: Nordstrom, Inc. | CITY/TOWN: Peabody

APPLICANT INFORMATION

LAST NAME: Bramman | FIRST NAME: Anne | MIDDLE NAME: Louise

MAIDEN NAME OR ALIAS (IF APPLICABLE): | PLACE OF BIRTH: Kansas City, MO

DATE OF BIRTH: 09/27/1967 | SSN: 489-70-6197 | ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: Widney | DRIVER'S LICENSE #: BRAMMAL33307 | STATE LIC. ISSUED: Washington

GENDER: FEMALE | HEIGHT: 5 5 | WEIGHT: 147 | EYE COLOR: Brown

CURRENT ADDRESS: 3061 69th Avenue SE

CITY/TOWN: Mercer Island | STATE: WA | ZIP: 98040

FORMER ADDRESS: 885 Laguna Road

CITY/TOWN: Pasadena | STATE: CA | ZIP: 91105

PRINT AND SIGN

PRINTED NAME: Anne L. Bramman | APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this June 8, 2018 before me, the undersigned notary public, personally appeared Anne L. Bramman (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.

NOTARY

DANA L. RYEN
COMMISSION EXPIRES
NOTARY
PUBLIC
9-19-19
STATE OF WASHINGTON

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. 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 DCJI via mail or by fax to (617) 660-4614.

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:	Nordstrom, Inc.	CITY/TOWN:	Peabody

APPLICANT INFORMATION

LAST NAME:	Sari	FIRST NAME:	Robert	MIDDLE NAME:	Bernard
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Cleveland, OH		
DATE OF BIRTH:	03/27/1956	SSN:	299-54-9594	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Kelling	DRIVER'S LICENSE #:	SARI*RB441D7	STATE LIC. ISSUED:	Washington
GENDER:	MALE	HEIGHT:	6 2	WEIGHT:	155
EYE COLOR:	Brown				
CURRENT ADDRESS:	2134 7th Avenue W				
CITY/TOWN:	Seattle	STATE:	WA	ZIP:	98101
FORMER ADDRESS:	1700 7th Avenue				
CITY/TOWN:	Seattle	STATE:	WA	ZIP:	98101

PRINT AND SIGN

PRINTED NAME:	Robert B. Sari	APPLICANT/EMPLOYEE SIGNATURE:	Robert B Sari

NOTARY INFORMATION

On this June 7, 2018 before me, the undersigned notary public, personally appeared Robert B. Sari (name of document signer), proved to me through satisfactory evidence of identification, which were _____ 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.

Karen Ruby
NOTARY

KAREN RUBY
COMMISSION EXPIRES
NOTARY
PUBLIC
10-28-20
STATE OF WASHINGTON

DIVISION USE ONLY

REQUESTED BY: _____
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The OCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the OCJI. 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 OCJI via mail or by fax to (617) 660-4614.

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

mass.gov/dor

Letter ID: L0450602112
Notice Date: May 23, 2018
Case ID: 0-000-437-121

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000175

NORDSTROM INC
PO BOX 2229
SEATTLE WA 98111-2229

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

NORDSTROM, INC.
CERTIFICATE OF SECRETARY

The undersigned, Robert B. Sari, hereby certifies:

1. that he is the Secretary of Nordstrom, Inc., a Washington corporation (the "Company") and is authorized to execute and deliver this Certificate on behalf of the Company; and

2. that Michael G. Koppel has retired as CFO of the Company and that John W. Clem has retired as VP Restaurant Division of the Company; and

3. that the following individuals have been duly elected to serve in the offices set forth next to their respective names:

Blake W. Nordstrom	President
Vincent P. Rossetti	VP Restaurant Operations
Anne L. Bramman	CFO
Robert B. Sari	Secretary (re-elected)

4. that Robert B. Sari, as Secretary of the Company, is authorized to file the appropriate application with the alcohol licensing authorities in the Commonwealth of Massachusetts to reflect the changes above.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 7th day of June, 2018.

Robert B. Sari, Secretary

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I hereby certify that Robert B. Sari is the person who appeared before me and signed this document, on oath stated that he is authorized to execute this document and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this document. I further certify that Robert B. Sari is the Secretary of Nordstrom, Inc., a Washington corporation, and that the signature set forth above on this document, over his name, is his genuine signature.

6.7.18
Date

Print Name: KAREN RUBY
NOTARY PUBLIC in and for the State of Washington, residing at: Des Moines, WA
My appointment expires: 10.28.20

KAREN RUBY
COMMISSION EXPIRES
NOTARY
PUBLIC
10-28-20
STATE OF WASHINGTON

F
FPC

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED | FORM MUST BE TYPED

Foreign Corporation
Certificate of Registration
(General Laws, Chapter 156D, Section 15.03; 950 CMR 113.48)

(1) Exact name of the corporation, including any words or abbreviations indicating incorporation:

NORDSTROM, INC.

(2) Name under which the corporation will transact business in the commonwealth that satisfies the requirements of G.L. Chapter 156D, Section 15.06:

~~NORDSTROM, INC.~~

If applicable, please attach:

- an agreement to refrain from use of the unavailable name in the commonwealth; and
- a copy of the doing business certificate filed in the city or town where it maintains its registered office; and
- a copy of the resolution of the corporation's board of directors, certified by its secretary, the name under which the corporation will transact business in the commonwealth pursuant to 950 CMR 113.50(4).

(3) Jurisdiction of incorporation: WASHINGTON

Date of incorporation: 09/28/1946 *(month, day, year)* Duration if not perpetual: Perpetual

(4) Street address of principal office: 1617 6th AVENUE, SEATTLE, WASHINGTON 98101-1742
(number, street, city or town, state, zip code)

(5) Street address of registered office in the commonwealth: 101 FEDERAL STREET, BOSTON, MA 02110
(number, street, city or town, state, zip code)

Name of registered agent in the commonwealth at the above address: C T CORPORATION SYSTEM

I, Lori D. Stuhlman, Lori D. Stuhlman, Asst Secy of CT Corporation System registered agent of the above corporation consent to my appointment as registered agent pursuant to G. L. Chapter 156D, Section 5.02.*

** Or attach registered agent's consent hereto.*

P.C.

(6) Fiscal year end: JANUARY 31
(month, day)

(7) Brief description of the corporation's activities to be conducted in the commonwealth:

RETAIL SALES OF CLOTHING, FOOTWEAR, ACCESSORIES, COSMETICS AND GIFTS

(8) Names and business addresses of its current officers and directors:

	NAME	BUSINESS ADDRESS
President:	SEE ATTACHED LIST	
Vice-president:		
Treasurer:		
Secretary:		
Assistant secretary:		
Director(s):		

Attach certificate of legal existence or a certificate of good standing issued by an officer or agency properly authorized in the jurisdiction of organization. If the certificate is in a foreign language, a translation thereof under oath of the translator shall be attached.

This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date of filing is specified: _____

Nordstrom, Inc.
Director & Corporate Officer List
as of August 16, 2006

Title	Name	Work Address
Directors:	Phyllis J. Campbell	1200 Fifth Avenue, Seattle, WA 98101
	Enrique Hernandez, Jr.	210 South DeLacey Avenue, Pasadena, CA 91105
	Jeanne P. Jackson	537 Newport Center Drive, Newport Beach, CA 92660
	Robert G. Miller	1881 SW Naito Parkway, Portland, OR 97201
	Blake W. Nordstrom	1617 Sixth Avenue, Seattle, WA 98101
	Erik B. Nordstrom	1617 Sixth Avenue, Seattle, WA 98101
	Peter E. Nordstrom	1617 Sixth Avenue, Seattle, WA 98101
	Philip G. Satre	219 N Center Street, Reno, NV 89501
	Alison A. Winter	1180 S Oak Knoll Avenue, Pasadena, CA 91106
Chairman of the Board:	Enrique Hernandez, Jr.	210 South DeLacey Avenue, Pasadena, CA 91105
President:	Blake W. Nordstrom	1617 Sixth Avenue, Seattle, WA 98101
Chief Financial Officer:	Michael G. Koppel	1617 Sixth Avenue, Seattle, WA 98101
Treasurer:	David Loretta	1700 Seventh Avenue, Seattle, WA 98101
Secretary:	David L. Mackie	1700 Seventh Avenue, Seattle, WA 98101
Executive Vice Presidents:	Laurie M. Black	1700 Seventh Avenue, Seattle, WA 98101
	Mark S. Brashear	1617 Sixth Avenue, Seattle, WA 98101
	Paul F. Favaro	1617 Sixth Avenue, Seattle, WA 98101
	Linda T. Finn	1617 Sixth Avenue, Seattle, WA 98101
	Kevin T. Knight	1617 Sixth Avenue, Seattle, WA 98101
	Michael G. Koppel	1617 Sixth Avenue, Seattle, WA 98101
	Llynn (Len) Kuntz	1617 Sixth Avenue, Seattle, WA 98101
	Daniel F. Little	1617 Sixth Avenue, Seattle, WA 98101
	Scott A. Meden	1700 Seventh Avenue, Seattle, WA 98101
	Robert J. Middlemas	701 Harger Road, Oak Brook, IL 60253
	Jack H. Minuk	1617 Sixth Avenue, Seattle, WA 98101
	Margaret Myers	1617 Sixth Avenue, Seattle, WA 98101
	Erik B. Nordstrom	1617 Sixth Avenue, Seattle, WA 98101
	James F. Nordstrom, Jr.	1700 Seventh Avenue, Seattle, WA 98101
	Peter E. Nordstrom	1617 Sixth Avenue, Seattle, WA 98101
	James R. O'Neal	1617 Sixth Avenue, Seattle, WA 98101
	Delena M. Sunday	1617 Sixth Avenue, Seattle, WA 98101
	Loretta Soffe	1617 Sixth Avenue, Seattle, WA 98101
	Geevy S. K. Thomas	4310 Ponce de Leon Blvd., Coral Gables, FL 33146
	David M. Witman	1617 Sixth Avenue, Seattle, WA 98101
Vice Presidents:	Robert E. Campbell	1617 Sixth Avenue, Seattle, WA 98101
	David P. Lindsey	1700 Seventh Avenue, Seattle, WA 98101
	David L. Mackie	1700 Seventh Avenue, Seattle, WA 98101
	R. Michael Richardson	1220 Howell Street, Seattle, WA 98101

Signed by: Arlan C Vilhai,

(signature of authorized individual)

- ☐ Chairman of the board of directors,
- ☐ President,
- ☑ Other officer, Vice President, Tax
- ☐ Court-appointed fiduciary,

on this 12 day of December, 2020.

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF EXISTENCE/AUTHORIZATION

OF

NORDSTROM, INC.

I FURTHER CERTIFY that the records on file in this office show that the above named Profit Corporation was formed under the laws of the State of WA and was issued a Certificate Of Incorporation in Washington on 9/28/1946.

I FURTHER CERTIFY that as of the date of this certificate, NORDSTROM, INC. remains active and has complied with the filing requirements of this office.

Date: December 19, 2006

UBI: 178-071-138

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Foreign Corporation
Certificate of Registration
(General Laws, Chapter 156D, Section 15.03; 950 CMR 113.48)

I hereby certify that upon examination of this foreign corporation certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said certificate; and the filing fee in the amount of $400 having been paid, said certificate is deemed to have been filed with me this 18th day of January, 2007, at 10:37 a.m./p.m.
time

Effective date: _____
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: $400

Examiner

Name approval

C

M

TO BE FILLED IN BY CORPORATION
Contact Information:

Nordstrom, Inc., Attn: Tax Dept.

PO Box 2229

Seattle, WA 98111-2229

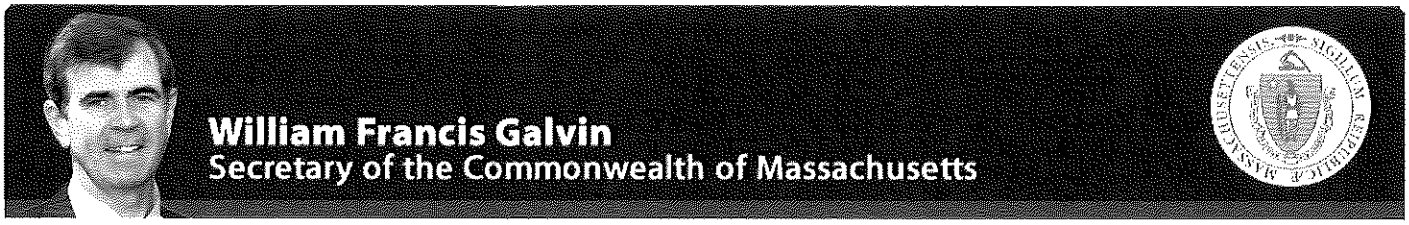
Telephone: 206-303-3028

Email: laura.gordon@nordstrom.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

07 JAN 18 AM 10:37

1006395



Corporations Division

Business Entity Summary

ID Number: 000942329

Request certificate | New search

Summary for: NORDSTROM, INC.

The exact name of the Foreign Corporation: NORDSTROM, INC.

Entity type: Foreign Corporation

Identification Number: 000942329 **Old ID Number:**

Date of Registration in Massachusetts:
01-18-2007

Last date certain:

Organized under the laws of: State: WA **Country:** USA **on:** 09-28-1946

Current Fiscal Month/Day: 01/31

The location of the Principal Office:

Address: 1617 6TH AVENUE

City or town, State, Zip code, Country: SEATTLE, WA 98101-1742 USA

The location of the Massachusetts office, if any:

Address:

City or town, State, Zip code, Country:

The name and address of the Registered Agent:

Name: CORPORATE CREATIONS NETWORK INC.

Address: 225 CEDAR HILL STREET #200

City or town, State, Zip code, Country: MARLBOROUGH, MA 01752 USA

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	BLAKE W. NORDSTROM	1617 SIXTH AVENUE SEATTLE, WA 98101 USA
SECRETARY	ROBERT B. SARI	1700 SEVENTH AVENUE SEATTLE, WA 98101 USA
CFO	ANNE BRAMMAN	1617 SIXTH AVENUE SEATTLE, WA 98101 USA
DIRECTOR	KEVIN TURNER	ONE MICROSOFT WAY REDMOND, WA

		98052 USA
DIRECTOR	SHELLYE ARCHAMBEAU	2600 EAST BAYSHORE ROAD PALO ALTO, CA 94303 USA
DIRECTOR	ROBERT D. WALTER	330 WEST SPRING STREET COLUMBUS, OH 43215 USA
DIRECTOR	BRAD TILDEN	19300 INTERNATIONAL BLVD. SEATTLE, WA 98168 USA
DIRECTOR	PHILIP G. SATRE	457 COURT STREET RENO, NV 89501 USA
DIRECTOR	TANYA DOMIER	18100 VON KARMEN IRVINE, CA 92612 USA
DIRECTOR	GORDON SMITH	270 PARK AVENUE NEW YORK, NY 10017 USA
DIRECTOR	STACY BROWN-PHILPOT	425 2ND ST, 5TH FL SAN FRANCISCO, CA 94107 USA
DIRECTOR	PETER E. NORDSTROM	1617 SIXTH AVENUE SEATTLE, WA 98101 USA
DIRECTOR	BLAKE W. NORDSTROM	1617 SIXTH AVENUE SEATTLE, WA 98101 USA
DIRECTOR	BRAD D. SMITH	2700 COAST AVENUE MOUNTAIN VIEW, CA 94043 USA
DIRECTOR	ERIK B. NORDSTROM	1617 SIXTH AVENUE SEATTLE, WA 98101 USA

Business entity stock is publicly traded: ✓

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
CNP	$ 0.00	1,000,000,000	$ 0.00	212,844,299

Consent	Confidential Data	Merger Allowed	Manufacturing

View filings for this business entity:

ALL FILINGS
Amended Foreign Corporations Certificate
Annual Report
Annual Report - Professional
Application for Reinstatement

View filings

Comments or notes associated with this business entity:

New search

ITEM TITLE: Public Hearing: Morse Tavern-Application for Alteration of Premises

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	9/26/2018	Cover Memo
Application	9/27/2018	Cover Memo
Police Recommendation	9/26/2018	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: CN13728690

Salesperson: Deborah Dillon

Shaon Stournaras
Morse Tavern
85 East Central Street
Natick, MA 01746

Title:	**MetroWest Daily News**	**Class:**	**Legals**
Start date:	**9/21/2018**	**Stop date:**	**9/21/2018**
Insertions:	**1**	**#Lines:**	**31 ag**
Price:	**$158.04**		

Payment Information

Receipt#
Pmt. Type:
CC. Number: **CC. Exp.:**
Invoice Total: **$158.04**

LIC/85 EAST CENTRAL STREET

LEGAL NOTICE
TOWN OF NATICK

PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, October 1, 2018 at 7:00 p.m., in the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of Nicholas's Restaurant Group, Inc. d/b/a Morse Tavern for an alteration of premises of their S. 12 All Alcoholic Beverages License for premises known as Morse's Tavern and located at 85 East Central Street, Natick, MA (Sharon Stournaras, Manager).The alteration of premises consist of transferring 14 seats from the hi top tables within the bar

area. This increases the bar stool area from 11 seats to 25 seats.

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

Michael J. Hickey, Jr., Clerk

AD#13728690
MWDN 9/21/18

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

AMENDMENT-Change or Alteration of Premises Information

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

ECRT CODE: RETA

Please make $200.00 payment here: https://www.paybill.com/mass/abcc/retail/
PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER 251001

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 0768-00034

ENTITY/ LICENSEE NAME Nicholas's Restaurant Group Inc. d/b/a Morse Tavern

ADDRESS 85 East Central Street

CITY/TOWN Natick **STATE** MA **ZIP CODE** 01760

For the following transactions (Check all that apply):

- ☐ New License
- ☐ Transfer of License
- ☐ Change of Manager
- ☐ Change of Officers/ Directors/LLC Managers
- ☐ Change of Location
- ☒ Alteration of Licensed Premises
- ☐ Change Corporate Name
- ☐ Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- ☐ Change of Class (i.e. Annual / Seasonal)
- ☐ Change of License Type (i.e. club / restaurant)
- ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Other
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☐ Pledge of Collateral (i.e. License/Stock)
- ☐ Management/Operating Agreement
- ☐ Change of Hours
- ☐ Change of DBA

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

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

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

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification*
- Advertisement*

☒ **Alteration of Premises**

- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification*
- Advertisement*

**If abutter notification and advertisement is required for transaction, please see the local licensing authority.*

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Nicholas's Restaurant Group, Inc Morse Taverr	Natick	0768-00034

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

The alteration of premises consist of transferring 14 seats from the hi top tables within the bar area. This increases the bar stool area from 11 seats to 25 seats.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Sharon Stournaras	Owner/General Manager	sharons86@hotmail.com	508-655-7878

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

The alteration of premises consist of transferring 14 seats from the hi top tables within the bar area. This increases the bar stool area from 11 seats to 25 seats. No change in total seating.

2B. PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed 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. You must also submit a floor plan.

The total square footage is 5134.
Outdoor patio square footage is 650. Indoor area total square footage is 4484.
The number of rooms is 3. There is only 1 floor in the licensed area. The transfer of seats will not change the seating capacity.

Total Sq. Footage	5134	Seating Capacity	122 no change	Occupancy Number	140 no change
Number of Entrances	2	Number of Exits	2	Number of Floors	1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address: N/A

Proposed Street Address: N/A

3B. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, 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. You must also submit a floor plan.

N/A

Total Sq. Footage	N/A	Seating Capacity	N/A	Occupancy Number	N/A
Number of Entrances	N/A	Number of Exits	N/A	Number of Floors	N/A

3C. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises: Own

Landlord Name: None

Landlord Phone: N/A

Landlord Email: N/A

Landlord Address: N/A

Lease Beginning Date: N/A

Rent per Month: N/A

Lease Ending Date: N/A

Rent per Year: N/A

Will the Landlord receive revenue based on percentage of alcohol sales? ○ Yes ◉ No

4. FINANCIAL DISCLOSURE

Associated Cost(s): 0

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
None	
Total:	0

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A	N/A	N/A	◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No

APPLICANT'S STATEMENT

I, Sharon Stournaras the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager

Authorized Signatory

of Nicholas's Restaurant Group, Inc.

Name of the Entity/Corporation

hereby submit this application (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 statements 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 are in compliance with state and local laws and regulations;

(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 ownership 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.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [signature] Date: 9/10/2018

Title: Owner/General Manager

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

We are not looking to increase the seating in the restaurant. We are keeping the same amounts of seats just looking to transfer the existing hi top table seats to bar stool seating.

CORPORATE VOTE

The Board of Directors or LLC Managers of Nicholas's Restaurant Group Inc d/b/a Morse Tavern
Entity Name

duly voted to apply to the Licensing Authority of Natick and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 9/3/2018
Date of Meeting

For the following transactions (Check all that apply):

- [x] Alteration of Licensed Premises
- [ ] Change of Location
- [ ] Other

"VOTED: To authorize Sharon Stournaras
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,

Corporate Officer /LLC Manager Signature

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

Your Payment Has Been Approved

License Number 076800034
License Type Retail License Filing Fee
Method Of Payment Checking
Bank Account Number ****2893

Your Confirmation Number Is 251001.

Exit | Make Another Payment | Print

CLERK'S CERTIFICATE OF

NICHOLAS'S RESTAURANT GROUP, INC. D/B/A MORSE TAVERN

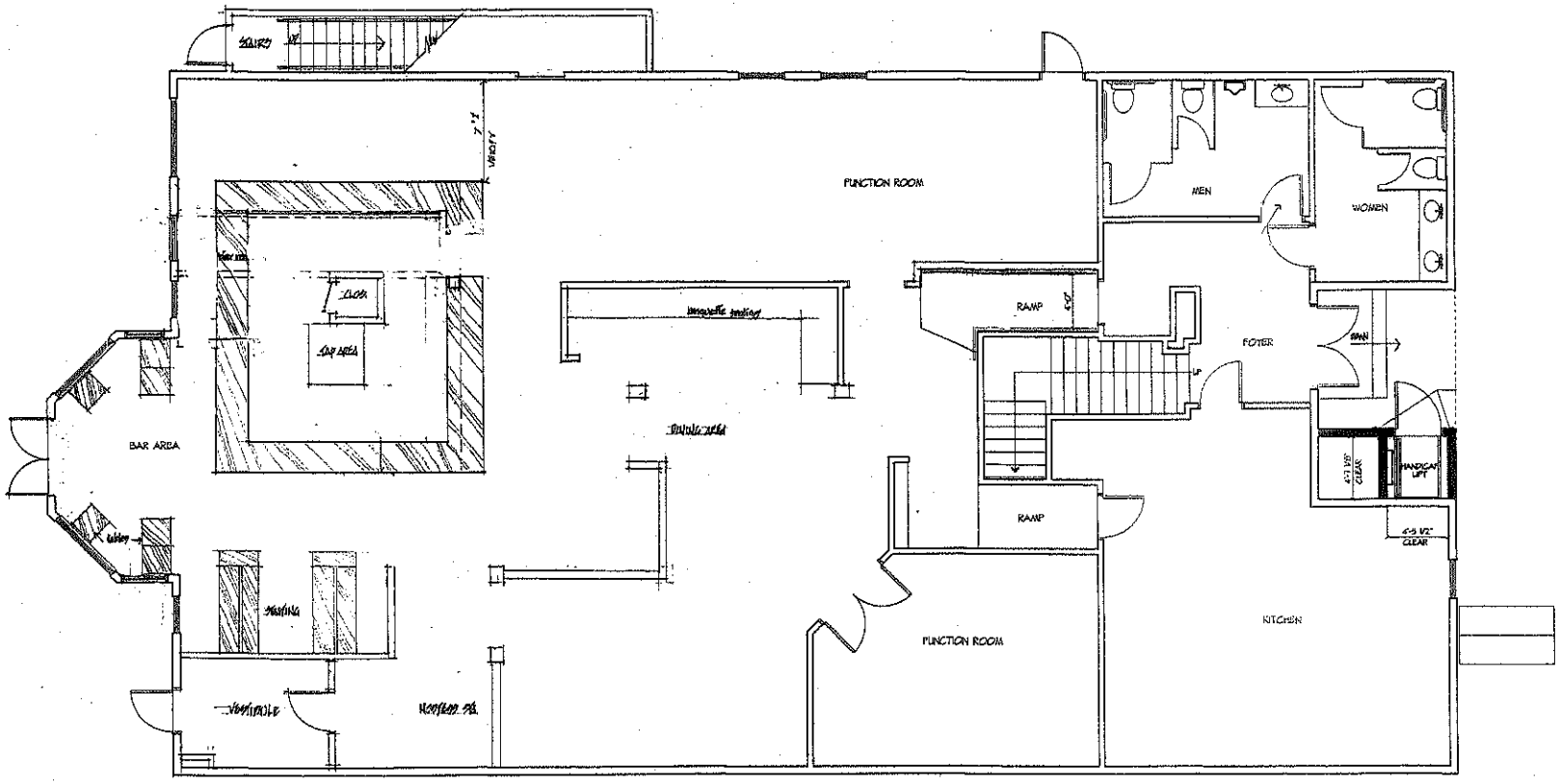
I, Sharon Stournaras, hereby certify that I am duly elected qualified Clerk of Nicholas's Restaurant Group, Inc. dba Morse Tavern, a Massachusetts Corporation, and that the Directors of said Corporation had a Meeting of the Board of Directors, all the Directors being present and voting, pursuant to the By-Laws of said Corporation, and unanimously adopted the following Vote:

VOTED: That Sharon Stournaras, President of Nicholas's Restaurant Group, Inc. dba Morse Tavern, is authorized and directed in the name and on behalf of the Corporation to alter the premises of Morse Tavern located at 85 East Central Street Natick Massachusetts 01760, to apply for an alteration of premises to include transferring the 14 seats from the hi top tables within the bar area to the surrounding established bar area. This would change the bar stool area to be 25 seats opposed to 11 stool permitted; and further, that Sharon Stournaras is the duly authorized Clerk and this Vote is in full force and effect and is in compliance with the By-Laws of Nicholas's Restaurant Group Inc.

Witness, my hand and seal of the Corporation, this 10 day of September, 2018.

Sharon Stournaras, Clerk

ANDREW J HALL
Notary Public
Massachusetts
My Commission Expires
Apr 4, 2025

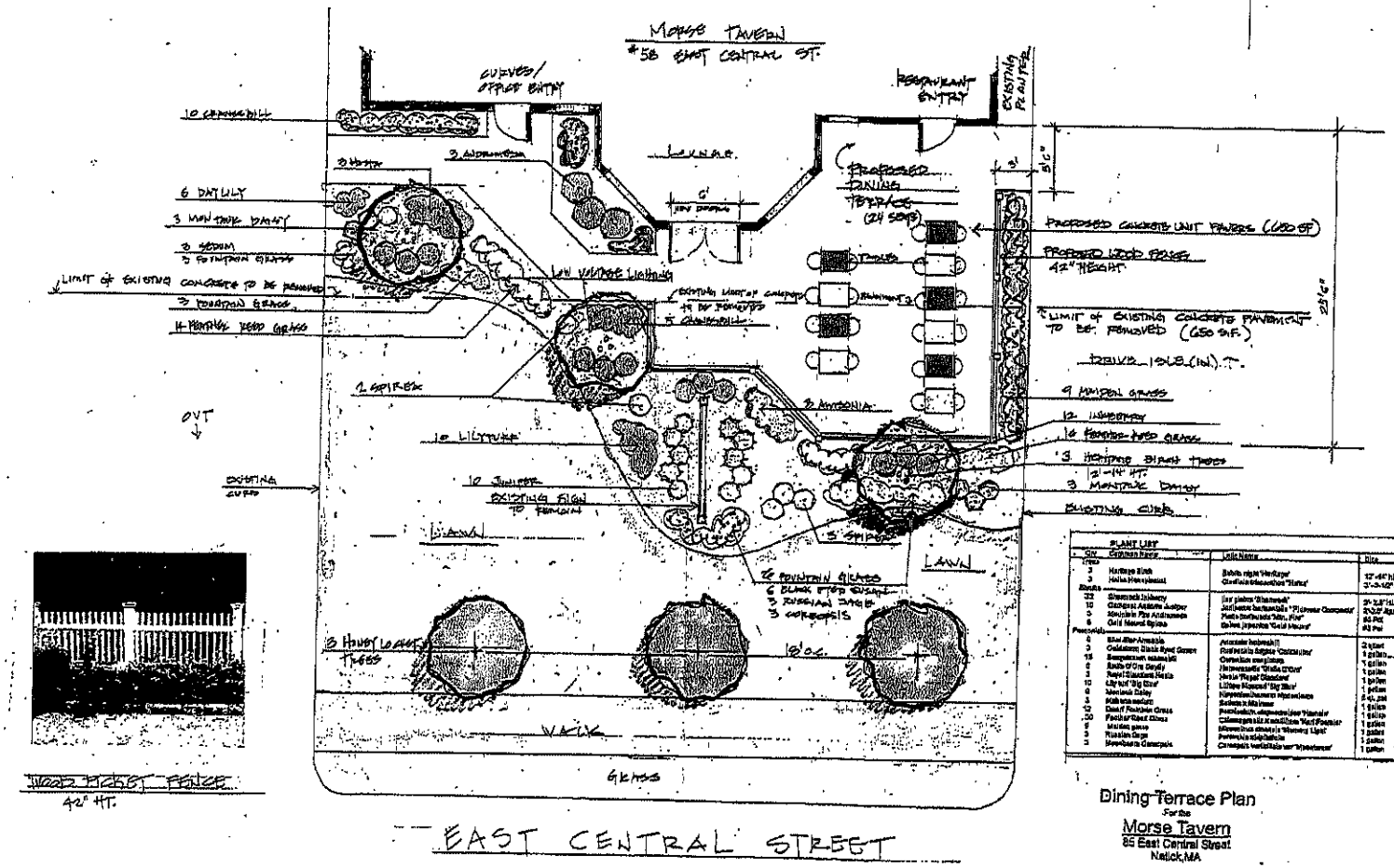


FIRST FLOOR PLAN

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

A-1

BUILDING RENOVATION for... MORSE TAVERN 85 east central street, natick, ma first floor plan scale: 1/4" = 1'-0" 11/13/2015 patrick j. slattery - architect

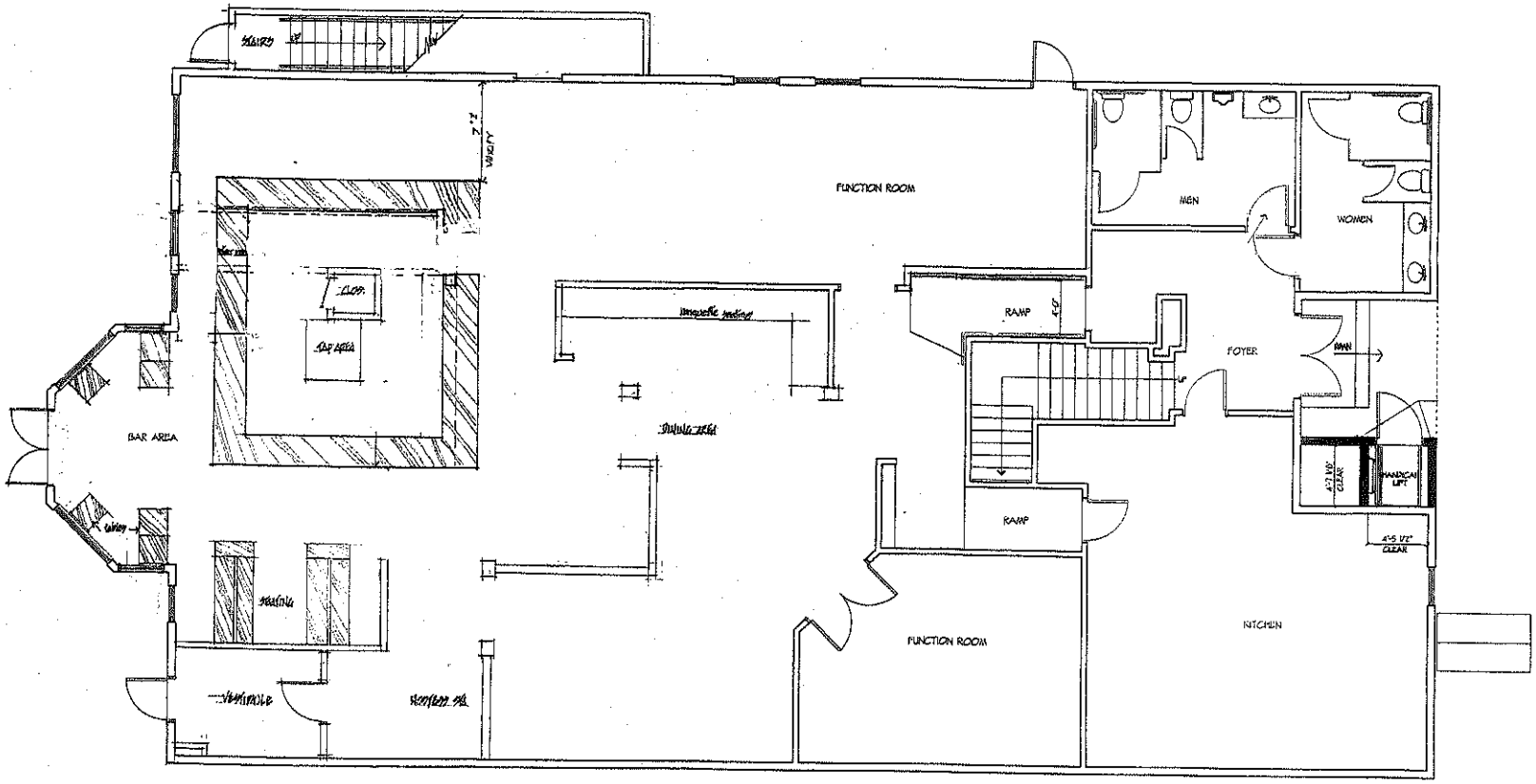


PLANT LIST			
QTY.	Common Name	Latin Name	Size
Trees			
3	Heritage Birch	Betula nigra 'Heritage'	12'-14' ht. clump
3	Hedge Hornbeam	Carpinus betulus 'Fastigiata'	2'-2-1/2" caliper
Shrubs			
32	Shamrock Inkberry	Ilex glabra 'Shamrock'	24"-28" ht.
10	Compact Arizona Juniper	Juniperus horizontalis 'Plumosa Compacta'	24"-27" ht.
5	Sargent's Weeping Hemlock	Tsuga canadensis 'Sargent's Weeping'	36" Pot
6	Gold Mound Spirea	Spiraea japonica 'Gold Mound'	24" Pot
Perennials			
6	Blue Star Amsonia	Amsonia tabernaemontana	2 gallon
3	Goldstrum Black Eyed Susan	Rudbeckia fulgida 'Goldsturm'	1 gallon
15	Sunpatient Coreopsis	Coreopsis verticillata	1 gallon
6	Bath's Pink Dianthus	Dianthus gratianopolitanus 'Bath's Pink'	1 gallon
3	Regal Standard Hosta	Hosta 'Regal Standard'	1 gallon
10	Lilyturf 'Big Blue'	Liriope Muscari 'Big Blue'	1 gallon
6	Montauk Daisy	Nipponanthemum nipponicum	2-3 gal.
3	Russian Sage	Salvia x Mainacht	1 gallon
12	Dwarf Fountain Grass	Pennisetum alopecuroides 'Hamelin'	1 gallon
30	Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	1 gallon
9	Maiden grass	Miscanthus sinensis 'Morning Light'	1 gallon
3	Russian Sage	Perovskia atriplicifolia	1 gallon
3	Snowbank Catmint	Nepeta x faassenii var. 'Snowbank'	1 gallon

Dining Terrace Plan
For the
Morse Tavern
85 East Central Street
Natick, MA

Prepared By:
Steven G. Cosmos
Landscape Architect
508.653.3888

March 2015 Scale: 1" = 4'

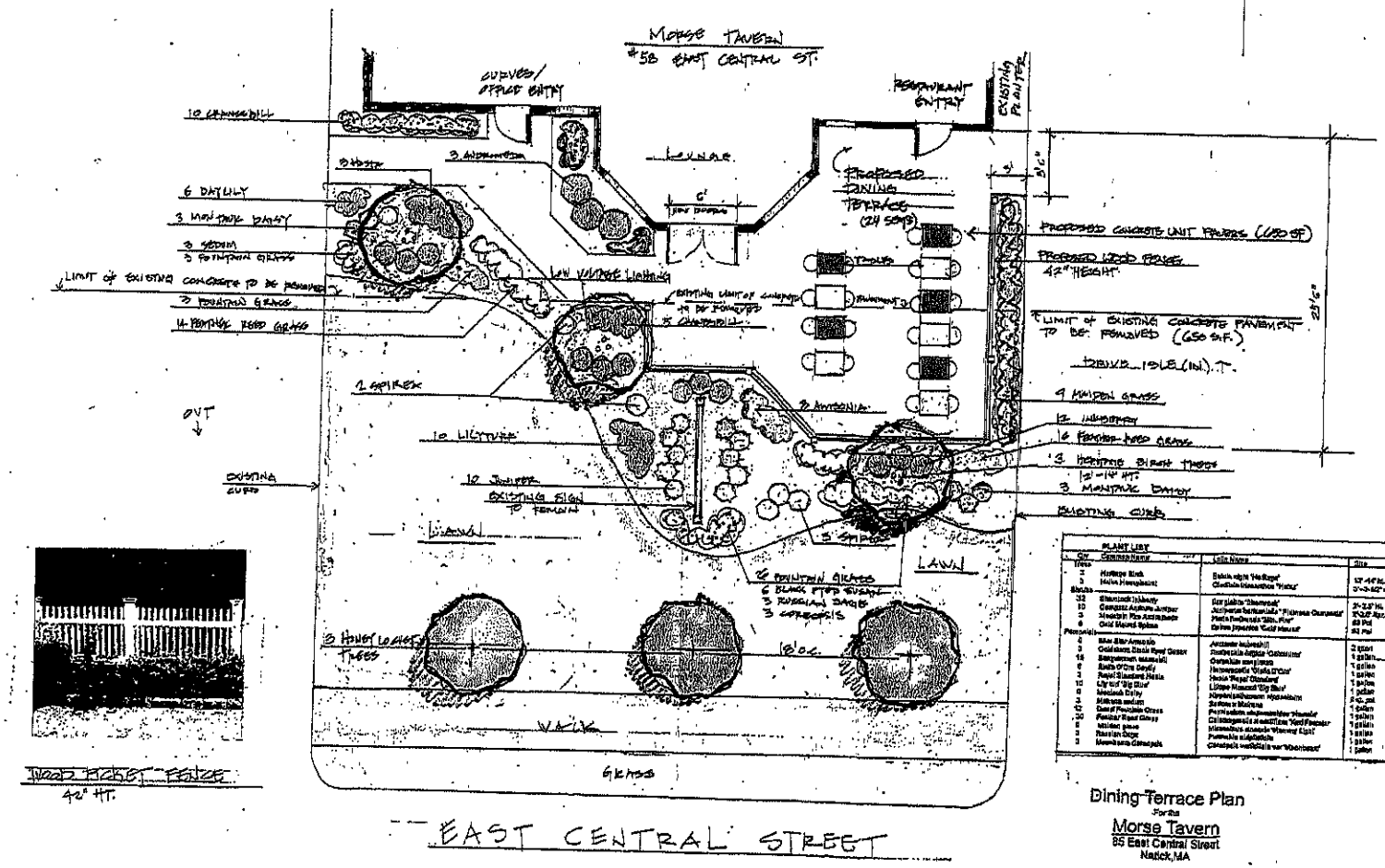


FIRST FLOOR PLAN

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

A-1

BUILDING RENOVATION for... MORSE TAVERN 85 east central street, natick, ma first floor plan scale: 1/4" = 1'-0" 11/13/2015 patrick j. slattery - architect



Qty	Common Name	Latin Name	Size
Trees			
3	Heritage Birch	Betula nigra 'Heritage'	12'-14'Ht. clump
3	Halka Honeylocust	Gleditsia triacanthos 'Halka'	2"-2-1/2" caliper
Shrubs			
32	Sherwood Inkberry	Ilex glabra 'Shamrock'	
10	Compact Asiatic Juniper	Juniperus horizontalis 'Plumosa Compacta'	2"-2.5" Ht.
3	Montauk Fire Arrowhead	Pieris floribunda 'Mt. Fire'	3"-3.5" Spr.
6	Gold Mound Spirea	Spiraea japonica 'Gold Mound'	#3 Pot
			#3 Pot
Perennials			
6	Blue Star Amsonia	Amsonia tabernaemontana	2 gallon
3	Goldsturm Black Eyed Susan	Rudbeckia fulgida 'Goldsturm'	1 gallon
15	Sargentiana Meadow	Gaillardia aristata	1 gallon
6	Stella D'Oro Daylily	Hemerocallis 'Stella D'Oro'	1 gallon
3	Royal Standard Hosta	Hosta 'Royal Standard'	1 gallon
10	Little Big Blue	Liriope muscari 'Big Blue'	1 gallon
6	Montauk Daisy	Nipponanthemum nipponicum	1 gallon
3	Matrona sedum	Sedum x Matrona	2 qt. pot
42	Dwarf Fountain Grass	Pennisetum alopecuroides 'Hamelin'	1 gallon
30	Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	1 gallon
6	Mother Fern	Matteuccia struthiopteris 'Pennsylvania'	1 gallon
3	Russian Sage	Perovskia atriplicifolia	1 gallon
3	Moonbeam Coreopsis	Coreopsis verticillata 'Moonbeam'	1 gallon

Dining Terrace Plan
For the
Morse Tavern
85 East Central Street
Natick, MA

Prepared By:
Steven G. Cosmos
Landscape Architect
508.628.3988

March 2015 Scale: 1" = 4'

Gmail by Google

Donna Donovan <ddonovan@natickma.org>

Re: Morse Tavern

1 message

Brian Lauzon <lauzon@natickpolice.com> Thu, Sep 20, 2018 at 9:59 AM
To: Donna Donovan <ddonovan@natickma.org>

Donna,

Myself and Mr. Gusmini met on premise with Mr. John Stournaras, owner/operator of Morse Tavern located at 85 East Central Street, regarding this request. The request in change of premise ***relocates*** 14 seats in the restaurant to a recently extended bar area. These seats were originally at high top tables that were situated in the area that the bar extension was built. This request increases the number of seats ***at the bar*** from 11-25. There is no request to add any additional seating to the total already approved for the restaurant. This request is merely to relocate seats!

This being said, my conversation with Mr. Stournaras revolved around the added responsibilities that he and his wife Sharon will have with more patrons seated at the bar. Mr. Stournaras told me its his intent to staff two bartenders as the size of the bar does not lend his staff the ability to properly service their patrons with food and drink with only one bartender on duty. Mr. Stournaras also assured me that food is a priority for his business models survival and he will make sure that the bar area is not taken up by patrons merely wanting to consume alcoholic beverages.

For these reasons we would recommend that the BOS, as the Licensng Authority, approve this request for a change in premise at the Morse Tavern.

Respectfully,

Lt. Brian G. Lauzon

On Thu, Sep 13, 2018 at 1:56 PM, Donna Donovan <ddonovan@natickma.org> wrote:

> Hi Brian,
>
> Attached is Morse Tavern's application. They were hoping to come before the Board on 10/1 but I know you are slammed so let me know if you want more time.
>
> Thanks.
>
> Donna Donovan
> Senior Executive Assistant
> Town of Natick
> 508-647-6410

ITEM TITLE: Natick Service Council: Application for a One-Day Alcohol License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	9/27/2018	Cover Memo
Police Recommendation	9/26/2018	Cover Memo

Office Use Only:	
Date Pmt Rec'd: 9/14	Fee Paid: $ 50 Check No: 9453
Police Department approval issued ☐	Notes:
Board of Health approval issued ☐	
Board of Selectmen Decision Date	
Approved ☐	☐ Denied

TOWN OF NATICK

ONE-DAY LIQUOR LICENSE APPLICATION (SECTION 14 LICENSE)

(Type or print clearly; illegible applications will not be accepted)

A *nonprofit** organization may apply for either a one-day all-alcohol license or one-day beer and/or wine license. A *for profit*** organization may apply for a one-day beer and/or wine license ONLY. Special license-holders CANNOT purchase alcoholic beverages from a package store; alcoholic beverages must be purchased from a State licensed supplier: https://www.mass.gov/service-details/apply-for-a-special-license-or-permit-abcc.

Date Submitted: ~~8/23/18~~ 9/14/18 **Fee: $50.00**

The undersigned hereby applies for a One-Day Liquor License in accordance with the provisions of the Statutes relating thereto:

Applicant Information:

Name Lauren Mann

Organization Natick Service Council

Address 2 Webster Street, Natick

Phone number 508-655-1791 Email address LMann@NatickServiceCouncil.org

Type of Organization: ☑ Nonprofit* ☐ For profit**

Type of alcohol to be served: ☐ All alcohol (nonprofit organizations only)

☑ Beer and/or Wine (any organization)

If wine is being donated a charity wine fundraising license will be issued in conjunction with a one day license.

Wine Donors Austen Liquors

Event Details:

Type of event Auction + Community gathering

Location where event will be held Walnut Hill School for the Arts

Date of event 10/19/18 Hours of event 7-10pm

Estimated attendance 175

Alcohol Service Details:

Caterering/Serving Company Walnut Hill / Sodexo Catering

Address 12 Highland Street, Natick MA

Contact Person Peter Walker /

Phone number 508-653-4312 Email address catering@walnuthillarts.org

Please add any additional information you think may be pertinent:

Sodexo Catering is the onsite caterer for Walnut Hill that does all of their food services and onsite events.

Please print and submit completed application to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760, or email to poneil@natickma.org **or** ddonovan@natickma.org**. See additional important licensing information on the Town website at natickma.gov: click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Board of Health (508-647-6460), located on the second floor of Town Hall, regarding any other permits you may need or requirements you should be aware of pertaining to your application for a one-day alcohol license.**

PLEASE NOTE: **If your application is approved, the Town of Natick will require:**

1. **Proof of current alcohol server training through either the TIPS or the AIM *in-person* training programs.** *Online server training certification, such as eTIPS, will NOT be accepted by the Town of Natick.*
2. **A certificate of liability insurance naming the Town of Natick as an additional insured.**

Donna Donovan <ddonovan@natickma.org>

Re: Natick Service Council

1 message

Brian Lauzon <lauzon@natickpolice.com> Thu, Sep 20, 2018 at 9:26 AM
To: Donna Donovan <ddonovan@natickma.org>

Donna,

Upon review we would recommend that the BOS, as the licensing authority, approve this request. This event, like many others, is being held on the grounds of the Walnut Hill School, on a Friday evening, with service being made by a catering company (Sodexo). We would recommend that, as part of the permit approval, one Natick Police Detail be requested. Also, we would recommend that the catering company be provided, and comply with, the Town's Alcohol Service Policy including in-person server training and certification.

Respectfully submitted,

Lt. Brian G. Lauzon

On Tue, Sep 18, 2018 at 9:57 AM, Donna Donovan <ddonovan@natickma.org> wrote:

> Hi Brian,
>
> Attached is a one day alcohol license application for the Natick Service Council. We are planning on the 10/1 agenda.
>
> Thank you.
>
> Donna Donovan
> Senior Executive Assistant
> Town of Natick
> 508-647-6410

ITEM TITLE: Public Hearing: Dave & Busters - Application for S. 12 Restaurant All Alcohol License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	9/26/2018	Cover Memo
Application	9/27/2018	Cover Memo
Police Recommendation	9/27/2018	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: CN13728698

Salesperson: Deborah Dillon

Joe Tarby
Murtha Cullina LLP, Attorneys
99 High Street, 20th Fl
Attn: Accounts Payable
Boston, MA 02110-2320

Title:	**MetroWest Daily News**	**Class:**	**Legals**
Start date:	**9/21/2018**	**Stop date:**	**9/21/2018**
Insertions:	**1**	**#Lines:**	**33 ag**
Price:	**$168.24**		

Payment Information

Receipt#
Pmt. Type:
CC. Number: **CC. Exp.:**
Invoice Total: **$168.24**

LIC/1235 WORCESTER STREET, UNIT 200

LEGAL NOTICE
TOWN OF NATICK
BOARD OF SELECTMEN
PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, October 1, 2018 at 7:00 p.m. in the Edward H. Dlott Meeting Room at Natick Town Hall, 13 East Central Street, upon the application for a new S. 12 all alcohol restaurant license held by Dave & Buster's of Massachusetts, Inc. (Jason Patton, Manager) at 1235 Worcester Street, Unit 200. Premises consist of 40,082 square feet on one floor with 20 rooms and with 2

entrances and 5 exits. Proposed seating capacity is 547 and proposed occupancy is 1983.

A common victualer, automatic amusement and entertainment license will be taken into consideration as well.

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

Michael J. Hickey, Jr., Clerk

AD#13728698
MWDN 9/21/18

MURTHA CULLINA
ATTORNEYS AT LAW

JOSEPH R. TARBY, III
781.897.4980 DIRECT TELEPHONE
617.210.7040 DIRECT FACSIMILE
JTARBY@MURTHALAW.COM

RECEIVED
SEP - 4 2018
BOARD OF SELECTMEN
NATICK, MA

August 31, 2018

VIA HAND DELIVERY

Clerk Michael Hickey, Jr.
Natick Board of Selectmen
Natick Town Hall
13 East Central Street
2nd Floor
Natick, MA 01760

Re: Application for New Alcohol License/Common Victualer License for Dave & Buster's of Massachusetts, Inc.,

Dear Mr. Hickey:

Enclosed please find the following regarding the above referenced matter:

1. Monetary Transmittal Form;
2. Retail Application;
3. Common Victualer Application ;
4. CORI Authorization form for:
    a. Jill Valachovic;
    b. Hamish Dodds;
    c. Michael Griffith;
    d. Kevin Sheehan;
    e. Jonathan Halkyard;
    f. Jennifer Storms;
    g. Victor Crawford;
    h. Brian Jenkins;
    i. Margo Manning;
    j. Bryan McCrory;
    k. Stephen King;
    l. Jason Patton; and
    m. Patricia Mueller
5. Vote of the Corporate Board;

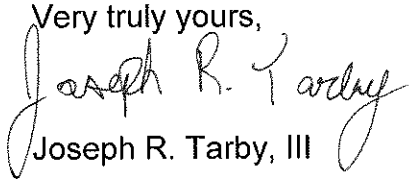
9443144v1

Murtha Cullina LLP
99 High Street
Boston, MA 02110
T 617.457.4000
F 617.482.3868

6. Certified Articles of Organization;
7. Floor Plan;
8. Lease;
9. Workers' Compensation Insurance Affidavit;
10. List of equipment and estimated cost;
11. Check for Natick Alcohol Application $250.00; and
12. Check for Natick Common Victualer License $75.00.

If there are any questions, please contact the undersigned.

Very truly yours,



Joseph R. Tarby, III

Enclosures
JRT/csf

Print 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

Please make $200.00 payment here: https://www.paybill.com/mass/abcc/retail/

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

EPAY CONFIRMATION NUMBER 243001

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

LICENSEE NAME Dave & Buster's of Massachusetts, Inc.

ADDRESS 1235 Worcester Street, Unit 200

CITY/TOWN Natick **STATE** MA **ZIP CODE** 01760

TRANSACTION TYPE (Please check all relevant transactions):

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

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

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

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

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Congratulations on your decision to begin the application process for a retail alcoholic beverages license, either for on-premises consumption under M.G.L. c. 138, § 12 (a restaurant, tavern, general-on-premises, club, hotel, war veterans' club, or continuing care retirement community), or for off-premises consumption under M.G.L. c. 138, § 15 (a package store). Below you will find a step-by-step explanation of the application process. **Please read this entire page before you apply for a license as it provides critical information on the license 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 license **before applying for a retail license**. 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 license may delay the consideration of your application.

The granting of a retail license involves a three-step process under M.G.L. c. 138, §§ 15A & 16B:

1. Step One is the granting of an application by the LLA;
2. Step Two is approval by the ABCC;
3. Step Three is the issuance of the 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. Then, they must publish an advertisement noticing a public hearing on your application, if their regulations require, within 10 days of your application being filed. Then, no sooner than 10 days after advertising the hearing, the hearing will be held. 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 application that has been approved by the LLA, an investigator will be assigned. The investigator will investigate the proposed licensed premises, if required, as well as the proposed applicant and the source(s) of financing for the transaction. Parties to an 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 application.**

When the ABCC receives an application for a transfer of license it is immediately forwarded to the Department of Revenue ("DOR") and the Division of Unemployment Assistance ("DUA"). Both agencies will research the issue of any outstanding tax obligations of both the buyer and the seller for all types of taxes, including sales, meals, withholding, corporate excise, room occupancy, personal income taxes, unemployment insurance, and employer fair share contributions. The ABCC will not approve a license transfer until DOR and DUA attest that the parties have no outstanding tax liabilities to the Commonwealth. The parties are responsible for resolving all tax questions.

Step Three. Once the LLA receives the ABCC's approval of an application, it must issue the license within 7 days.

It is important to know that an applicant for an alcoholic beverages license may not operate a licensed premise until all three steps have taken place and the LLA has actually issued the license.

If the application is for a transfer of the license, the license seller (the current licensee) is still legally liable and responsible for the operation of the premises until the third step of the approval process is completed. **An applicant who operates licensed premises before all three steps have taken place may create serious ramifications for both the buyer and the seller.** Operation without a license may be considered evidence of that applicant's unfitness for a license. It may also lead to revocation of an existing license. In certain circumstances, it opens both the buyer and the seller to possible criminal liability.

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

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

☒ Retail Application (this packet)

☒ Beneficial Interest - Individual Form
For any individual with direct or indirect interest in the proposed licensee

☒ Beneficial Interest - Organization Form
For any organization with direct or indirect interest in the proposed licensee

☒ 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 to apply for a new / transfer of license and a corporate vote to appointing the manager of record, signed by an authorized signatory for the proposed licensed entity

☒ Business Structure Documents
If Proposed Licensee is applying as:
- A Corporation or LLC - **Articles of Organization** from the Secretary of the Commonwealth
- A Partnership - **Partnership Agreement**
- Sole Proprietor - **Business Certificate**

☐ Purchase and Sale Documentation
Required if this application is for the transfer of an existing retail alcoholic beverages license

☒ Supporting Financial Documents
Documentation supporting any loans or financing, including pledge documents, if applicable

☒ Floor Plan
Detailed Floor Plan showing square footage, entrances and exits and rooms

☒ Lease
Signed by proposed licensee and landlord. If lease is contingent upon receiving this license, a copy of the unsigned lease along with a letter of intent to lease, signed by licensee and landlord

☐ Additional Documents Required by the Local Licensing Authority

* Excludes Officers and Directors of Non-Profit Clubs

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)

Dave & Buster's of Massachusetts, Inc.

*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 or the transfer of an existing license? ◉ New ◯ Transfer

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

On/Off-Premises: On-Premises

TYPE	CATEGORY	CLASS
§12 Restaurant	All Alcoholic Beverages	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: Joseph Middle: R. Last Name: Tarby, III

Title: Attorney Primary Phone: (781) 891-4980

Email: jtarby@murthalaw.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's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

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

Name	Title / Position	% Owned	Other Beneficial Interest
Dave & Buster's, Inc.		100	
Dave & Buster's Holding, Inc.		100	

For additional space, please use next page

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
Dave & Buster's Entertainment, Inc.		100	

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: 1235 Street Name: Worcester Street Unit: 200

City/Town: Natick State: MA Zip Code: 01760

Country: United States

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	40,082	20

Patio/Deck/Outdoor Area Total Square Footage	0
Indoor Area Total Square Footage	40082
Number of Entrances	
Number of Exits	
Proposed Seating Capacity	547
Proposed Occupancy	1983

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: Lease

Landlord Name: GS Portfolio Holdings II, LLC

Landlord Phone:

Landlord Address: c/o Natick Mall Sears Anchor
110 N. Wacker Dr.
Chicago, IL 60606

Lease Beginning Term: Sep 29, 2017

Lease Ending Term: Sep 28, 2032

Rent per Month: $103,858.45

Rent per Year: $1,246,301.40

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: Dave & Buster's of Massachusetts, Inc.

FEIN: 27-1248194

DBA: Dave & Buster's Eat Drink Play Watch

Fax Number:

Primary Phone: (214) 904-2257

Email: jill_valachovic@daveandbusters.com

Alternative Phone: (214) 357-9588

Legal Structure of Entity: Corporation

Business Address (Corporate Headquarters) ☐ *Check here if your Business Address is the same as your Premises Address*

Street Number: 2481

Street Name: Manana Drive

City/Town: Dallas

State: Texas

Zip Code: 75220

Country: United States

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

Street Number: 2481

Street Name: Manana Drive

City/Town: Dallas

State: Texas

Zip Code: 75220

Country: United States

Is the Entity a Massachusetts Corporation? ◉ Yes ○ No

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

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ◉ Yes ○ No *If yes, please complete the following table.*

Name of License	Type of License	License Number	Premises Address
Dave & Buster's	§12 On Premises	00042-RS-0130	250 Grainte Street, Suite 1908, Braintree, MA 02184
Dave & Buster's	§12 On Premises	00060-RS-1498	271 Mishawun Road, Woburn, MA 01801

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

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: Mr. | First Name: Jason | Middle Name: Phillip | Last Name: Patton | Suffix:

Social Security Number: [redacted] | Date of Birth: 06/21/1981

Primary Phone: (412) 926-7499 | Email: Jason_Patton@DaveandBusters.com

Mobile Phone: | Place of Employment: Dave and Buster's

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):

- [ ] Officer
- [ ] Stockholder
- [ ] LLC Member
- [ ] Partner
- [ ] Contractual
- [ ] Management Agreement
- [ ] Sole Proprietor
- [ ] LLC Manager
- [ ] Director
- [ ] Landlord
- [ ] Revenue Sharing
- [ ] Other

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

Employment Information of Proposed Manager

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

Date(s)	Position	Employer	Address	Phone
04/07/2014	Manager	Dave and Buster's	2481 Manana Dr., Dallas, TX 75220	(214) 357-9588
01/01/2007	Manager	Max and Erma's Restaurant	284 Flathead Ave., Ste. 200, Whitefish,	(406) 862-5245

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

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	
B. Purchase Price for any Business Assets	
C. Costs of Renovations/Construction	12,584,832
D. Purchase Price of Inventory	10,000
E. Initial Start-Up Costs	1,393,331
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	13,738,163

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
Dave & Buster's	13,738,163
Total:	13,738,163

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
		Total:	

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? ◯ Yes ◉ No

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

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made:

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

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

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

APPLICANT'S STATEMENT

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

of Dave & Buster's of Massachusetts, Inc. , hereby submit this application for All Alcohol
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: 8/31/18

Title: Assistant Secretary

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) [ ] LICENSEE NAME: Dave & Buster's of Massachusetts, Inc. CITY/TOWN: Natick

APPLICANT INFORMATION

LAST NAME: Valachovic FIRST NAME: Jill MIDDLE NAME: Whitley

MAIDEN NAME OR ALIAS (IF APPLICABLE): Whitley PLACE OF BIRTH: Texarkana, TX

DATE OF BIRTH: 06/25/1974 SSN: [redacted] ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: Prather DRIVER'S LICENSE #: [redacted] STATE LIC. ISSUED: Texas

GENDER: FEMALE HEIGHT: 5 2 WEIGHT: 125 EYE COLOR: Brown

CURRENT ADDRESS: 9939 Capridge Drive

CITY/TOWN: Dallas STATE: TX ZIP: 75238

FORMER ADDRESS: N/A

CITY/TOWN: STATE: ZIP:

PRINT AND SIGN

PRINTED NAME: Jill W. Valachovic APPLICANT/EMPLOYEE SIGNATURE: Jill

NOTARY INFORMATION

On this 2nd of August, 2018 before me, the undersigned notary public, personally appeared Jill W. Valachovic (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License/Passport 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.

Sherri M. Smith
NOTARY

SHERRI M. SMITH
Notary Public
STATE OF TEXAS
ID#247383-4
My Comm. Exp. Aug. 30, 2020

DIVISION USE ONLY

REQUESTED BY: [ ]
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. 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 DCJI via mail or by fax to (617) 660-4614.

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

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo
P

Code / Code / Código
USA

Passpo[redacted] Pasaporte

USA

Surname / Nom / Apellidos
VALACHOVIC

Given Names / Prénoms / Nombres
JILL WHITLEY

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
25 Jun 1974

Place of birth / Lieu de naissance / Lugar de nacimiento
TEXAS, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición
22 Jan 2010

Date of expiration / Date d'expiration / Fecha de caducidad
21 Jan 2020

Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27

Sex / Sexe / Sexo
F

Authority / Autorité / Autoridad
United States
Department of State

USA

[redacted]

[redacted]

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) [ ] LICENSEE NAME: Dave & Buster's of Massachusetts, Inc. CITY/TOWN: Natick

APPLICANT INFORMATION

LAST NAME: Dodds FIRST NAME: Hamish MIDDLE NAME: Alexander

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

DATE OF BIRTH: 01/21/1957 SSN: [redacted] ID THEFT INDEX PIN (IF APPLICABLE): [ ]

MOTHER'S MAIDEN NAME: Mitchell DRIVER'S LICENSE #: [redacted] STATE LIC. ISSUED: Florida

GENDER: MALE HEIGHT: 5 11 WEIGHT: 200 EYE COLOR: Brown

CURRENT ADDRESS: 8288 Tibet Butler Drive

CITY/TOWN: Windmere STATE: FL ZIP: 34786

FORMER ADDRESS: N/A

CITY/TOWN: [ ] STATE: [ ] ZIP: [ ]

PRINT AND SIGN

PRINTED NAME: Hamish A. Dodds APPLICANT/EMPLOYEE SIGNATURE: [signature]

NOTARY INFORMATION

On this 8th day of August 2018 before me, the undersigned notary public, personally appeared Hamish A. Dodds (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License/Passport 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.

Sherri M. Smith
NOTARY

SHERRI M. SMITH
Notary Public
STATE OF TEXAS
ID#247363-4
My Comm. Exp. Aug. 30, 2020

DIVISION USE ONLY

REQUESTED BY: [ ]
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. 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 DCJI via mail or by fax to (617) 660-4614.

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

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Code / Codigo: USA
Passp[redacted]

Surname / Nom / Apellidos
DODDS
Given Names / Prénoms / Nombres
HAMISH ALEXANDER
Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA
Date of birth / Date de naissance / Fecha de nacimiento
21 Jan 1957
Place of birth / Lieu de naissance / Lugar de nacimiento
KENYA
Date of issue / Date de délivrance / Fecha de expedición
21 Apr 2014
Date of expiration / Date d'expiration / Fecha de caducidad
20 Apr 2024
Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 51

Sex / Sexe / Sexo
M
Authority / Autorité / Autoridad
United States
Department of State

USA

P<USADODDS<<HAMISH<ALEXANDER<<<<<<<<<<<<<<<<<<

[redacted]

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		**LICENSEE NAME:**	Dave & Buster's of Massachusetts, Inc.	**CITY/TOWN:**	Natick

APPLICANT INFORMATION

LAST NAME:	Griffith	FIRST NAME:	Michael	MIDDLE NAME:	James
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	Ann Arbor, MI		
DATE OF BIRTH:	01171957	SSN:	[redacted]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Goodbold	DRIVER'S LICENSE #:	[redacted]	STATE LIC. ISSUED:	California
GENDER:	MALE	HEIGHT:	5 9	WEIGHT: 160	EYE COLOR: Blue
CURRENT ADDRESS:	1087 College Avenue				
CITY/TOWN:	Menlo Park	STATE:	CA	ZIP:	94025
FORMER ADDRESS:	N/A				
CITY/TOWN:		STATE:		ZIP:	

PRINT AND SIGN

PRINTED NAME:	Michael J. Griffith	APPLICANT/EMPLOYEE SIGNATURE:	

NOTARY INFORMATION

On this _____ before me, the undersigned notary public, personally appeared Michael J. Griffith (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License/Passport 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.

PLEASE SEE NOTARY ATTACHMENT

NOTARY

DIVISION USE ONLY

REQUESTED BY: _____

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. 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 DCJI via mail or by fax to (617) 660-4614.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

On 08/07/ 2018 before me, Hamed Jirsaraei, Notary Public, personally appeared Michael J Griffin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

HAMED JIRSARAEI
COMM. #2217313
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My Comm. Exp. Oct. 8, 2021

Signature of Notary Public

(Notary Seal)

OPTIONAL INFORMATION

The acknowledgment contained within this document is in accordance with California law. Any certificate of acknowledgement performed within the State of California shall use the preceding wording pursuant to Civil Code section 1189. An acknowledgment cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. In addition, the correct notarial wording can only be signed and sealed by a notary public. The seal and signature cannot be affixed to a document without the correct notarial wording.

DESCRIPTION OF ATTACHED DOCUMENT

Cori Request Form
(Title of document)

Number of Pages 10 (Including acknowledgment)

Document Date

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer
- Partner
- Attorney-In-Fact
- Trustee
- Other:

MMXV H.WARDALE 925.786.8909 www.TotallyNotary.net

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

USA

UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Code / Codigo: USA
Passpo[redacted]

Surname / Nom / Apellidos
GRIFFITH

Given Names / Prénoms / Nombres
MICHAEL JAMES

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
17 Jan 1957

Place of birth / Lieu de naissance / Lugar de nacimiento
MICHIGAN, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición
06 Apr 2010

Date of expiration / Date d'expiration / Fecha de caducidad
05 Apr 2020

Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27

Sex / Sexe / Sexo
M

Authority / Autorité / Autoridad
United States
Department of State

USA

P<USAGRIFFITH<<MICHAEL<JAMES<<<<<<<<<<<<<<<<<<

[redacted]

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) | **LICENSEE NAME:** Dave & Buster's of Massachusetts, Inc. | **CITY/TOWN:** Natick

APPLICANT INFORMATION

LAST NAME: Sheehan | FIRST NAME: Kevin | MIDDLE NAME: Michael

MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A | PLACE OF BIRTH: New York, NY

DATE OF BIRTH: 07/14/1953 | SSN: [redacted] | ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: Beglin | DRIVER'S LICENS[redacted] | STATE LIC. ISSUED: Nevada

GENDER: MALE | HEIGHT: 5 11 | WEIGHT: 185 | EYE COLOR: Blue

CURRENT ADDRESS: 3760 Las Vegas Blvd. S Unit 3108

CITY/TOWN: Las Vegas | STATE: NV | ZIP: 89158

FORMER ADDRESS: 50 S. Pointe Drive, Unit 2001

CITY/TOWN: Miami | STATE: FL | ZIP: 33139

PRINT AND SIGN

PRINTED NAME: Kevin M. Sheehan | APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this 7th day of August 2018 before me, the undersigned notary public, personally appeared Kevin M. Sheehan (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License/Passport 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.

Sherri M. Smith
NOTARY

SHERRI M. SMITH
Notary Public
STATE OF TEXAS
ID#247383-4
My Comm. Exp. Aug. 30, 2020

DIVISION USE ONLY

REQUESTED BY:
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. 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 DCJI via mail or by fax to (617) 660-4614.**

We The People
Of the United States,
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR
PASSPORT
PASSEPORT
PASAPORTE
UNITED STATES OF AMERICA
P
USA
SHEEHAN
KEVIN MICHAEL
UNITED STATES OF AMERICA
14 Jul 1953
NEW YORK, U.S.A.
14 Apr 2012
15 Apr 2022
SEE PAGE 27
Sex / Sexe / Sexo
M
United States
Department of State
USA
P<USASHEEHAN<<KEVIN<MICHAEL<<<<<<<<<<<<<<<<<<<
1524

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) [ ] LICENSEE NAME: Dave & Buster's of Massachusetts, Inc. CITY/TOWN: Natick

APPLICANT INFORMATION

LAST NAME: Halkyard FIRST NAME: Jonathan MIDDLE NAME: Scott

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

DATE OF BIRTH: 12/201964 SSN: [redacted] ID THEFT INDEX PIN (IF APPLICABLE): [ ]

MOTHER'S MAIDEN NAME: Sherwin DRIVER'S LICENSE #: [redacted] STATE LIC. ISSUED: North Carolina

GENDER: MALE HEIGHT: 5 11 WEIGHT: 175 EYE COLOR: Brown

CURRENT ADDRESS: 2053 Kings Manor Drive

CITY/TOWN: Charlotte STATE: NC ZIP: 28104

FORMER ADDRESS: [ ]

CITY/TOWN: [ ] STATE: [ ] ZIP: [ ]

PRINT AND SIGN

PRINTED NAME: Jonathan S. Halkyard APPLICANT/EMPLOYEE SIGNATURE: [signature]

NOTARY INFORMATION

On this 17th day of August 2018 before me, the undersigned notary public, personally appeared Jonathan S. Halkyard (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License/Passport 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.

Sherri M. Smith
NOTARY

SHERRI M. SMITH
Notary Public
STATE OF TEXAS
ID#247383-4
My Comm. Exp. Aug. 30, 2020

DIVISION USE ONLY

REQUESTED BY: [ ]
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. 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 DCJI via mail or by fax to (617) 660-4614.**

We The People

Of the United States,

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Code / Código: USA
Passport No. / Numéro de passeport / Número de pasaporte: [redacted]

Surname / Nom / Apellidos
HALKYARD

Given Names / Prénoms / Nombres
JONATHAN SCOTT

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
20 Dec 1964

Place of birth / Lieu de naissance / Lugar de nacimiento
OHIO, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición
17 Mar 2009

Date of expiration / Date d'expiration / Fecha de caducidad
16 Mar 2019

Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27

Sex / Sexe / Sexo
M

Authority / Autorité / Autoridad
United States
Department of State

USA

P<USAHALKYARD<<JONATHAN<SCOTT<<<<<<<<<<<<<<<<

[redacted]

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) _____ LICENSEE NAME: Dave & Buster's of Massachusetts, Inc. CITY/TOWN: Natick

APPLICANT INFORMATION

LAST NAME: Storms FIRST NAME: Jennifer MIDDLE NAME: Lynn

MAIDEN NAME OR ALIAS (IF APPLICABLE): McCall PLACE OF BIRTH: Colorado Springs, CO

DATE OF BIRTH: 11/29/1971 SSN: [redacted] ID THEFT INDEX PIN (IF APPLICABLE): _____

MOTHER'S MAIDEN NAME: Bear DRIVER'S LICENSE #: [redacted] STATE LIC. ISSUED: Connecticut

GENDER: FEMALE HEIGHT: 5 9 WEIGHT: 145 EYE COLOR: Hazel

CURRENT ADDRESS: 152 E. Elm Street, Unit B

CITY/TOWN: Greenwich STATE: CT ZIP: 06830

FORMER ADDRESS: N/A

CITY/TOWN: _____ STATE: _____ ZIP: _____

PRINT AND SIGN

PRINTED NAME: Jennifer L. Storms APPLICANT/EMPLOYEE SIGNATURE: [signature]

NOTARY INFORMATION

On this 8th day of August 2019 before me, the undersigned notary public, personally appeared Jennifer L. Storms (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License/Passport 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.

Sherri M. Smith
NOTARY

SHERRI M. SMITH
Notary Public
STATE OF TEXAS
ID#247383-4
My Comm. Exp. Aug. 30, 2020

DIVISION USE ONLY

REQUESTED BY: _____
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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We the People

Of the United States,

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA

Type / Type / Tipo [redacted] Code / Code / Código Passp[redacted]

P USA

Surname / Nom / Apellidos

STORMS

Given Names / Prénoms / Nombres

JENNIFER LYNN

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

29 Nov 1971

Place of birth / Lieu de naissance / Lugar de nacimiento

COLORADO, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

18 Feb 2016

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

17 Feb 2026

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

F

Authority / Autorité / Autoridad

United States
Department of State

USA

P<USASTORMS<<JENNIFER<LYNN<<<<<<<<<<<<<<<<<<<

[redacted]

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) _____ LICENSEE NAME: Dave & Buster's of Massachusetts, Inc. CITY/TOWN: Natick

APPLICANT INFORMATION

LAST NAME: Crawford FIRST NAME: Victor MIDDLE NAME: Lenard

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

DATE OF BIRTH: 07141961 SSN: [redacted] ID THEFT INDEX PIN (IF APPLICABLE): _____

MOTHER'S MAIDEN NAME: Thomas DRIVER'S LICENSE #: [redacted] STATE LIC. ISSUED: Maryland

GENDER: MALE HEIGHT: 6 3 WEIGHT: 235 EYE COLOR: Brown

CURRENT ADDRESS: 10824 Lockland Road

CITY/TOWN: Potomac STATE: MD ZIP: 20854

FORMER ADDRESS: N/A

CITY/TOWN: _____ STATE: _____ ZIP: _____

PRINT AND SIGN

PRINTED NAME: Victor L. Crawford APPLICANT/EMPLOYEE SIGNATURE: Victor L. Crawford

NOTARY INFORMATION

On this 8th day of August 2019 before me, the undersigned notary public, personally appeared Victor L. Crawford (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License/Passport 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.

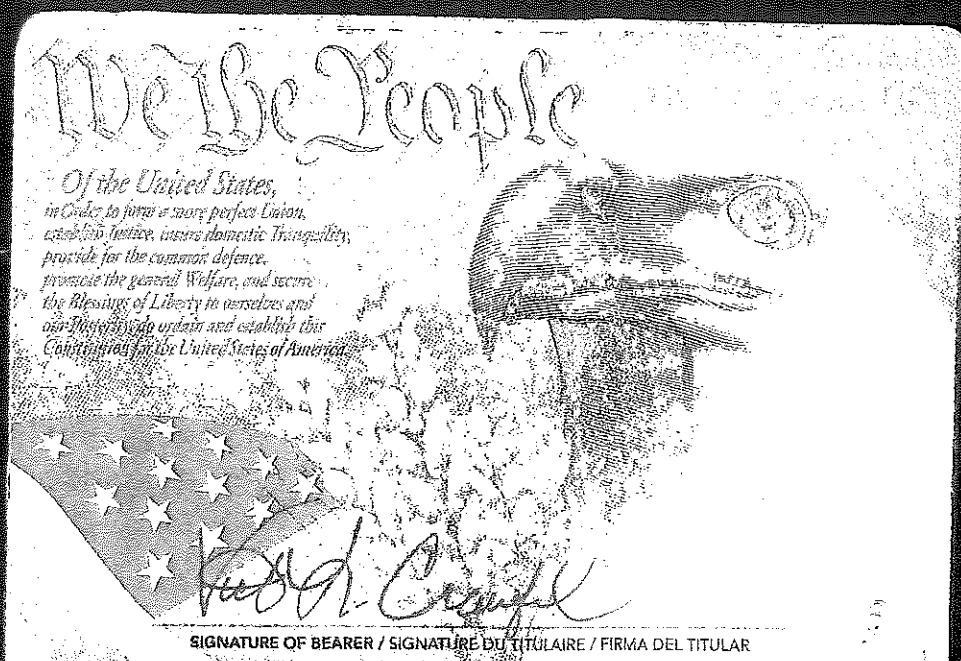
Sherri M. Smith
NOTARY

SHERRI M. SMITH
Notary Public
STATE OF TEXAS
ID#247383-4
My Comm. Exp. Aug. 30, 2020

DIVISION USE ONLY

REQUESTED BY: _____
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

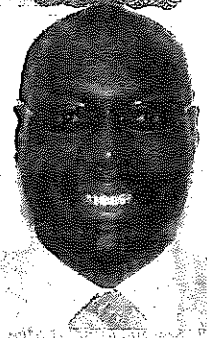
The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. **ALL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



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

USA



UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Code / Código: USA
Passport No. / No. de Passeport / No. de Pasaporte: [redacted]

Surname / Nom / Apellidos
CRAWFORD

Given Names / Prénoms / Nombres
VICTOR LENARD

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
14 Jul 1961

Place of birth / Lieu de naissance / Lugar de nacimiento
MICHIGAN, U.S.A.

Sex / Sexe / Sexo
M

Date of issue / Date de délivrance / Fecha de expedición
04 Aug 2010

Authority / Autorité / Autoridad
United States Department of State

Date of expiration / Date d'expiration / Fecha de caducidad
03 Aug 2020

Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27

USA

P<USACRAWFORD<<VICTOR<LENARD<<<<<<<<<<<<<<<<<<
[redacted]

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) _____ LICENSEE NAME: Dave & Buster's of Massachusetts, Inc. CITY/TOWN: Natick

APPLICANT INFORMATION

LAST NAME: Jenkins FIRST NAME: Brian MIDDLE NAME: Amory

MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Newport News, VA

DATE OF BIRTH: 11/25/1961 SSN: [redacted] ID THEFT INDEX PIN (IF APPLICABLE): _____

MOTHER'S MAIDEN NAME: Amory DRIVER'S LICENSE #: [redacted] STATE LIC. ISSUED: Texas

GENDER: MALE HEIGHT: 5 11 WEIGHT: 210 EYE COLOR: Hazel

CURRENT ADDRESS: 7013 Dave Lane

CITY/TOWN: Colleyville STATE: TX ZIP: 76034

FORMER ADDRESS: N/A

CITY/TOWN: _____ STATE: _____ ZIP: _____

PRINT AND SIGN

PRINTED NAME: Brian A. Jenkins APPLICANT/EMPLOYEE SIGNATURE: [signature]

NOTARY INFORMATION

On this 2nd of August, 2018 before me, the undersigned notary public, personally appeared Brian A. Jenkins (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License/Passport 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.

Sherri M. Smith
NOTARY

SHERRI M. SMITH
Notary Public
STATE OF TEXAS
ID#247383-4
My Comm. Exp. Aug. 30, 2020

DIVISION USE ONLY

REQUESTED BY: _____
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. 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 DCJI via mail or by fax to (617) 660-4614.

U

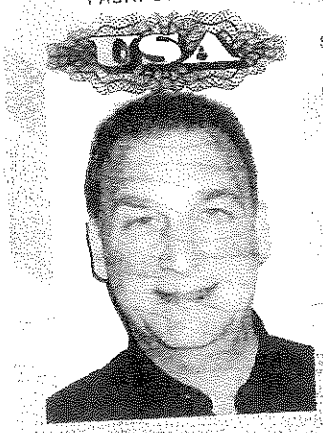
Of the United States

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Code / Código: USA
Passport No. / No. de Passeport / No. de Pasaporte: [redacted]



Surname / Nom / Apellidos
JENKINS
Given Names / Prénoms / Nombres
BRIAN AMORY
Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA
Date of birth / Date de naissance / Fecha de nacimiento
25 Nov 1961
Place of birth / Lieu de naissance / Lugar de nacimiento
VIRGINIA, U.S.A.
Date of issue / Date de délivrance / Fecha de expedición
25 Mar 2012
Date of expiration / Date d'expiration / Fecha de caducidad
24 Mar 2022
Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27

Sex / Sexe / Sexo
M
Authority / Autorité / Autoridad
United States
Department of State

P<USAJENKINS<<BRIAN<AMORY<<<<<<<<<<<<<<<<<<<<
[redacted]

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) _____ LICENSEE NAME: Dave & Buster's of Massachusetts, Inc. CITY/TOWN: Natick

APPLICANT INFORMATION

LAST NAME: Manning FIRST NAME: Margo MIDDLE NAME: Lynn

MAIDEN NAME OR ALIAS (IF APPLICABLE): McGovern PLACE OF BIRTH: New York, NY

DATE OF BIRTH: 11/16/1964 SSN: [redacted] ID THEFT INDEX PIN (IF APPLICABLE): _____

MOTHER'S MAIDEN NAME: Carroll DRIVER'S LICENSE #: [redacted] STATE LIC. ISSUED: Texas

GENDER: FEMALE HEIGHT: 5 6 WEIGHT: 130 EYE COLOR: Brown

CURRENT ADDRESS: ~~4436~~ 4824 Nashwood Drive

CITY/TOWN: Dallas STATE: TX ZIP: 75224

FORMER ADDRESS: N/A

CITY/TOWN: _____ STATE: _____ ZIP: _____

PRINT AND SIGN

PRINTED NAME: Margo L. Manning APPLICANT/EMPLOYEE SIGNATURE: Margo Manning

NOTARY INFORMATION

On this 8/6/18 before me, the undersigned notary public, personally appeared Margo L. Manning (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License/Passport 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.

KELLIE KRISTIN HOYLE
Notary Public, State of Texas
Comm. Expires 11-15-2020
Notary ID 126535855

NOTARY

DIVISION USE ONLY

REQUESTED BY: _____
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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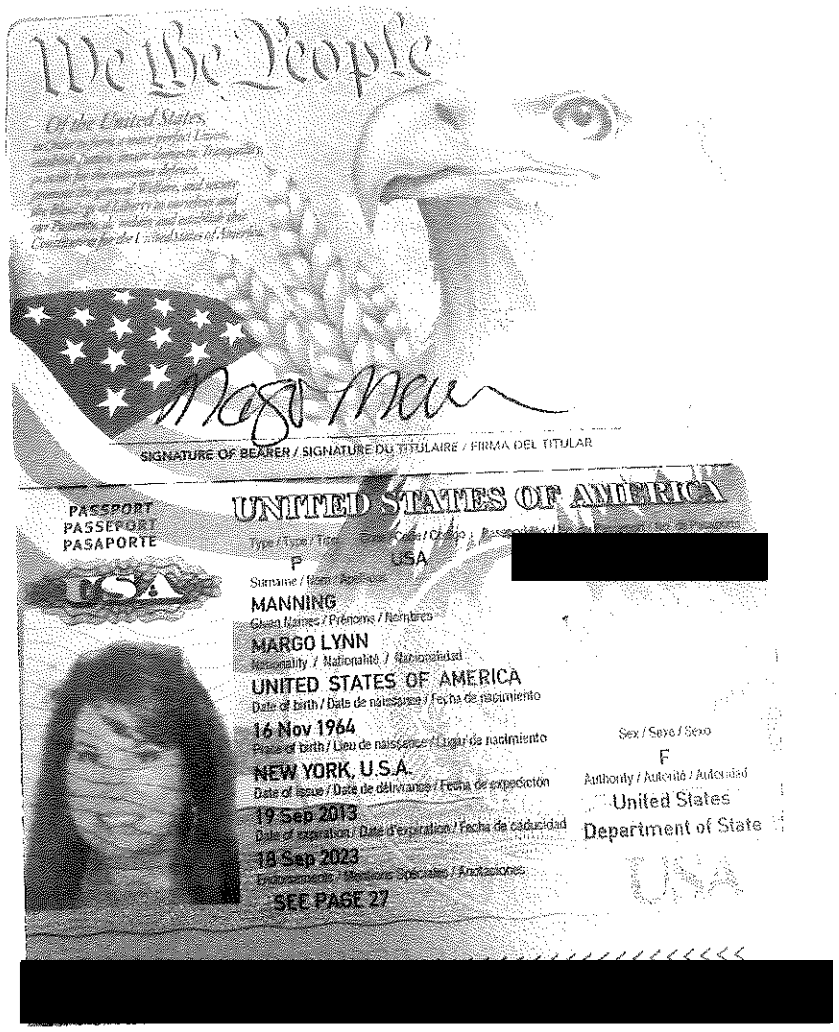
We the People
Of the United States
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR
PASSPORT
PASSEPORT
PASAPORTE
UNITED STATES OF AMERICA
USA
P
USA
[redacted]
MANNING
MARGO LYNN
UNITED STATES OF AMERICA
16 Nov 1964
NEW YORK, U.S.A.
19 Sep 2013
18 Sep 2023
SEE PAGE 27
Sex / Sexe / Sexo
F
Authority / Autorité / Autoridad
United States
Department of State
USA

[redacted]

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) | **LICENSEE NAME:** Dave & Buster's of Massachusetts, Inc. | **CITY/TOWN:** Natick

APPLICANT INFORMATION

LAST NAME: McCrory | FIRST NAME: Bryan | MIDDLE NAME: Douglas

MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a | PLACE OF BIRTH: Oklahoma City, OK

DATE OF BIRTH: 06/25/1960 | SSN: [redacted] | ID THEFT INDEX PIN (IF APPLICABLE): n/a

MOTHER'S MAIDEN NAME: Webb | DRIVER'S LICENSE #: [redacted] | STATE LIC. ISSUED: Texas

GENDER: MALE | HEIGHT: 5 9 | WEIGHT: 210 | EYE COLOR: Blue

CURRENT ADDRESS: 833 Northlake Drive

CITY/TOWN: Richardson | STATE: TX | ZIP: 75080

FORMER ADDRESS: 10905 Cactus Lane

CITY/TOWN: Dallas | STATE: TX | ZIP: 75238

PRINT AND SIGN

PRINTED NAME: Bryan McCrory | APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this 8/6/18 before me, the undersigned notary public, personally appeared Bryan McCrory (name of document signer), proved to me through satisfactory evidence of identification, which were Passport 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.

KELLIE KRISTIN HOYLE
Notary Public, State of Texas
Comm. Expires 11-15-2020
Notary ID 126535855

NOTARY

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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We The People

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Code / Código: USA
Passport No: [redacted]

Surname / Nom / Apellidos
MC CRORY

Given Names / Prénoms / Nombres
BRYAN DOUGLAS

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
25 Jun 1960

Place of birth / Lieu de naissance / Lugar de nacimiento
OKLAHOMA, U.S.A.

Sex / Sexe / Sexo
M

Date of issue / Date de délivrance / Fecha de expedición
26 Mar 2012

Authority / Autorité / Autoridad
United States
Department of State

Date of expiration / Date d'expiration / Fecha de caducidad
25 Mar 2022

Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27

USA

P<USAMC<CRORY<<BRYAN<DOUGLAS<<<<<<<<<<<<<<<<<<

[redacted]

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) _____ LICENSEE NAME: Dave & Buster's of Massachusetts, Inc. CITY/TOWN: Natick

APPLICANT INFORMATION

LAST NAME: King FIRST NAME: Stephen MIDDLE NAME: Michael

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

DATE OF BIRTH: 11/02/1957 SSN: [redacted] ID THEFT INDEX PIN (IF APPLICABLE): _____

MOTHER'S MAIDEN NAME: Kelly DRIVER'S LICENSE #: [redacted] STATE LIC. ISSUED: Texas

GENDER: MALE HEIGHT: 5 9 WEIGHT: 215 EYE COLOR: Blue

CURRENT ADDRESS: 5909 Luther Lane #1805

CITY/TOWN: Dallas STATE: TX ZIP: 75225

FORMER ADDRESS: 1050 Lake Carolyn Parkway #2344

CITY/TOWN: Dallas STATE: TX ZIP: 75039

PRINT AND SIGN

PRINTED NAME: Stephen M. King APPLICANT/EMPLOYEE SIGNATURE: _____

NOTARY INFORMATION

On this 2nd of August, 2018 before me, the undersigned notary public, personally appeared Stephen M. King (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License/Passport 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.

Sherri M. Smith
NOTARY

SHERRI M. SMITH
Notary Public
STATE OF TEXAS
ID#247383-4
My Comm. Exp. Aug. 30, 2020

DIVISION USE ONLY

REQUESTED BY: _____
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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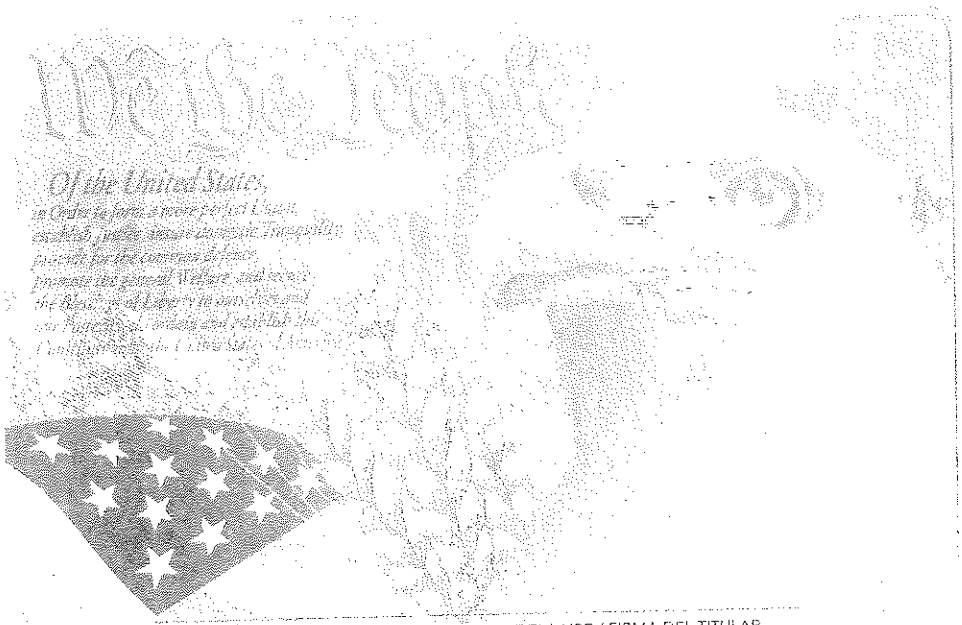
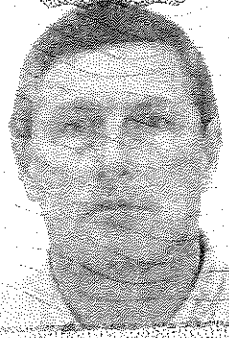


SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

USA



UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Código: USA
Passp[redacted]

Surname / Nom / Apellidos
KING

Given Names / Prénoms / Nombres
STEPHEN MICHAEL

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
02 Nov 1957

Place of birth / Lieu de naissance / Lugar de nacimiento
NEW YORK, U.S.A.

Sex / Sexe / Sexo
M

Date of issue / Date de délivrance / Fecha de expedición
22 Oct 2012

Authority / Autorité / Autoridad
United States
Department of State

Date of expiration / Date d'expiration / Fecha de caducidad
21 Oct 2022

Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27

P<USAKING<<STEPHEN<MICHAEL<<<<<<<<<<<<<<<<<<<

[redacted]

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

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ABCC LICENSE INFORMATION

ABCC NUMBER: (OF EXISTING LICENSEE) 149800060 LICENSEE NAME: Dave & Buster's of Massachusetts, Inc. CITY/TOWN: Woburn

APPLICANT INFORMATION

LAST NAME: Patton FIRST NAME: Jason MIDDLE NAME: Phillip

MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a PLACE OF BIRTH: Columbus, OH

DATE OF BIRTH: 06/21/1981 SSN: [redacted] ID THEFT INDEX PIN (IF APPLICABLE): n/a

MOTHER'S MAIDEN NAME: Goldsberry DRIVER'S LICENSE #: [redacted] STATE LIC. ISSUED: New York

GENDER: MALE HEIGHT: 6 2 WEIGHT: 245 EYE COLOR: Blue

CURRENT ADDRESS: 17 Newcastle Road, Apt. 10

CITY/TOWN: Nashua STATE: NH ZIP: 03060

FORMER ADDRESS: 400 McChesney Avenue, Apt. 22-03

CITY/TOWN: Troy STATE: NY ZIP: 12180

PRINT AND SIGN

PRINTED NAME: JASON PATTON APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this August 3, 2018 before me, the undersigned notary public, personally appeared Jason Patton (name of document signer), proved to me through satisfactory evidence of identification, which were NH 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

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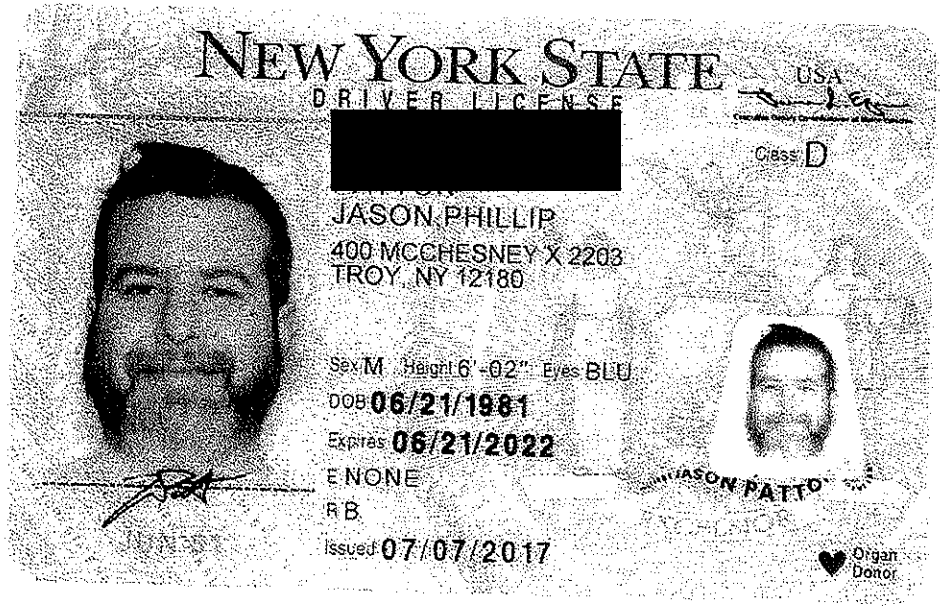
Alexandra Draper
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires May 2, 2025



NEW YORK STATE USA

DRIVER LICENSE

[redacted]

Class D

JASON PHILLIP

400 MCCHESNEY X 2203
TROY, NY 12180

Sex M Height 6'-02" Eyes BLU

DOB 06/21/1981

Expires 06/21/2022

E NONE

R B

Issued 07/07/2017

Organ Donor

OHIO DEPARTMENT OF HEALTH
DIVISION OF VITAL STATISTICS

CERTIFICATE OF LIVE BIRTH

09094

Jason	Phillip	PATTON	Male	June 21, 1981	4:51 A
Riverside Methodist Hospital			Columbus		Franklin
Carolyn H. Thornton				JUL 15 1981	
Philip A. Rogers					
Philip A. Rogers			Riverside Medical Bldg., Columbus, Ohio		
Deborah	Gail	Goldsberry	25	Ohio	
Ohio	Franklin	Gahanna	748 Mimosa Place		Yes
			43219		
Phillip	Donald	Patton	24	Ohio	
Deborah Gail Patton			Mother		

IS A COPY OF THE OFFICIAL CERTIFICATE FILED AT
ILLINOIS DEPARTMENT OF HEALTH NO. 16188

Carolyn H. Thornton
CHIEF DIVISION OF VITAL STATISTICS

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

DEBORAH B. GOLBDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) [ ] LICENSEE NAME: Dave & Buster's of Massachusetts, Inc. CITY/TOWN: Natick

APPLICANT INFORMATION

LAST NAME: Mueller FIRST NAME: Patricia MIDDLE NAME: Helen

MAIDEN NAME OR ALIAS (IF APPLICABLE): Gurney PLACE OF BIRTH: Glen Falls, NY

DATE OF BIRTH: 10/17/1962 SSN: [redacted] ID THEFT INDEX PIN (IF APPLICABLE): [ ]

MOTHER'S MAIDEN NAME: Waite DRIVER'S LICENSE #: [redacted] STATE LIC. ISSUED: Texas

GENDER: FEMALE HEIGHT: 5 5 WEIGHT: 150 EYE COLOR: Blue

CURRENT ADDRESS: 205 Black Wolf Run

CITY/TOWN: Austin STATE: TX ZIP: 78738

FORMER ADDRESS: N/A

CITY/TOWN: [ ] STATE: [ ] ZIP: [ ]

PRINT AND SIGN

PRINTED NAME: Patricia H. Mueller APPLICANT/EMPLOYEE SIGNATURE: Patricia H Mueller

NOTARY INFORMATION

On this 8/1/18 before me, the undersigned notary public, personally appeared Patricia H. Mueller (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License/Passport 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.

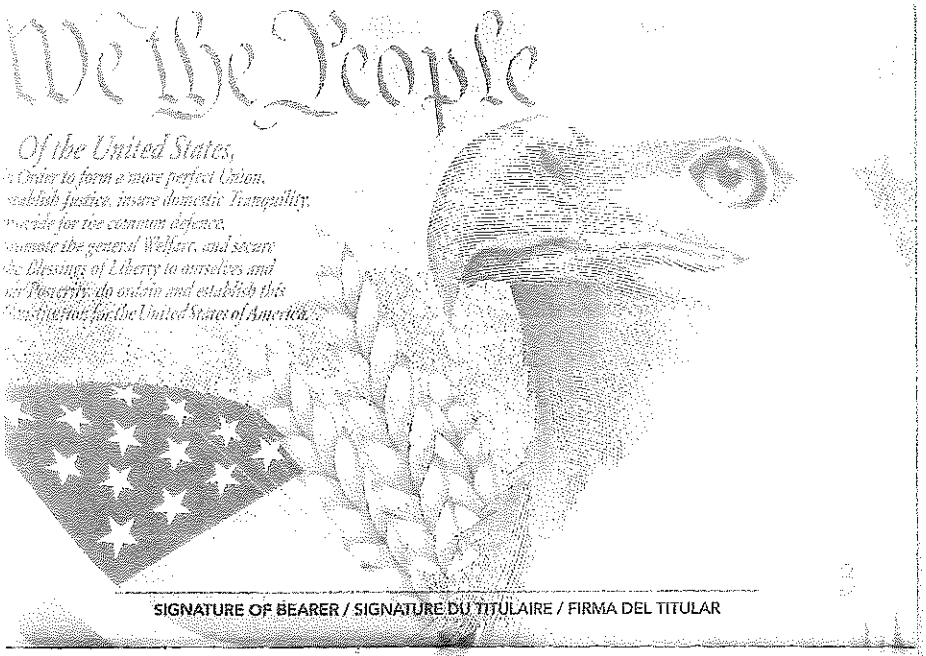
JILL W VALACHOVIC
Notary Public
STATE OF TEXAS
ID#12412564-1
My Comm Exp Feb 19, 2022

NOTARY

DIVISION USE ONLY

REQUESTED BY: [ ]
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. 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 DCII via mail or by fax to (617) 660-4614.**



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Code / Código: USA
Passp[redacted]saporte

Surname / Nom / Apellidos
MUELLER

Given Names / Prénoms / Nombres
PATRICIA HELEN

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
17 Oct 1962

Place of birth / Lieu de naissance / Lugar de nacimiento
NEW YORK, U.S.A.

Sex / Sexe / Sexo
F

Date of issue / Date de délivrance / Fecha de expedición
01 Feb 2017

Authority / Autorité / Autoridad
United States
Department of State

Date of expiration / Date d'expiration / Fecha de caducidad
31 Jan 2027

Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27

USA

<USAMUELLER<<PATRICIA<HELEN<<<<<<<<<<<<<<<<<<
[redacted]

CORPORATE VOTE

FOR NEW LICENSE AND APPOINTMENT OF MANAGER OF RECORD

IN NATICK, MASSACHUSSETS

THIS is to certify that a meeting the directors of:

DAVE & BUSTER'S OF MASSACHUSETTS, INC.

It was voted to apply to the Massachusetts Alcoholic Beverage Control Commission and the Natick Licensing authorities for a new application and appointment of Jason P. Patton as manager of record for the application.

The foregoing statement is made under penalty of perjury on August 6, 2018.

By: _____

Title: President

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
DAVE & BUSTER'S OF MASSACHUSETTS, INC.

August 6, 2018

The undersigned, being all of the members of the Board of Directors (the "Board of Directors") of the above-named entity (the "Company"), do hereby consent to, adopt and approve the following resolution and each and every action effected thereby:

RESOLVED, Brian A. Jenkins is hereby elected as President and Treasurer of the Company, to serve in such capacities until such time as his successor(s) is duly elected and qualified; and

RESOLVED, Bryan D. McCrory is hereby elected as Vice President and Secretary of the Company, to serve in such capacities until such time as his successor(s) is duly elected and qualified; and

RESOLVED, Jill Whitley Valachovic is hereby elected as Assistant Secretary of the Company, to serve in such capacity until such time as her successor(s) is duly elected and qualified.

IN WITNESS WHEREOF, the undersigned have executed this consent to be effective as of the date first above written.

Brian A. Jenkins, Director

Bryan D. McCrory, Director

WRITTEN CONSENT OF
THE SOLE SHAREHOLDER OF
DAVE & BUSTER'S OF MASSACHUSETTS, INC.

August 6, 2018

The undersigned, being the sole shareholder (the "Shareholder") of the above-referenced company (the "Company"), does hereby consent to, adopt and approve the following resolution and each and every action effected thereby:

RESOLVED, that Brian A. Jenkins and Bryan D. McCrory are hereby elected to the Board of Directors as of the date first-above written, to serve in such capacity until such time as their successor(s) are elected and qualified; and

FURTHER RESOLVED, that all acts heretofore taken which would have been authorized by these resolutions if taken after their adoption are hereby RATIFIED, CONFIRMED and APPROVED.

IN WITNESS WHEREOF, the undersigned has executed this consent to be effective as of the date first above written.

DAVE & BUSTER'S, INC.

By:_____
Brian A. Jenkins,
Chief Executive Officer

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Organization

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

ARTICLE I

The exact name of the corporation is:

DAVE & BUSTER'S OF MASSACHUSETTS, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO OPERATE RESTAURANTS, AND TO DO ANY AND ALL THINGS INCIDENTAL AND NECESSARY THERETO; TO PURCHASE, SELL AND DEAL IN ALL TYPES OF RESTAURANT RELATED ITEMS. THE CORPORATION MAY OWN, BUY, SELL, MORTGAGE, LEASE AND DEAL IN ALL KINDS OF PROPERTY, BOTH REAL AND PERSONAL, INCIDENTAL TO THE OPERATIONS OF THE BUSINESS, AND MAY OWN STOCK AND BONDS OF OTHER CORPORATION ORGANIZED FOR SIMILAR PURPOSES; AND TO CARRY ON ANY BUSINESS PERMITTED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS TO A CORPORATION ORGANIZED UNDER CHAPTER 156D OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
CNP	10,000		0	$0.00

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

4

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

NONE.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

NONE.

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

NONE.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

a. The street address of the initial registered office of the corporation in the commonwealth:
10 Milk Street, Suite 1055, Boston, MA 02108

b. The name of its initial registered agent at its registered office:
CAPITOL CORPORATE SERVICES, INC.

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: STEPHEN M. KING

Treasurer: STEPHEN M. KING

Secretary: JAY L. TOBIN

Director(s): STEPHEN M. KING, JAY L. TOBIN

d. The fiscal year end of the corporation:
FEBRUARY

e. A brief description of the type of business in which the corporation intends to engage:
RESTAURANT/AMUSEMENTS

f. The street address of the principal office of the corporation:
2481 MANANA DRIVE, DALLAS, TEXAS 75220

g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

10 MILK STREET, SUITE 1055, BOSTON, MA 02108, which is
(number, street, city or town, state, zip code)

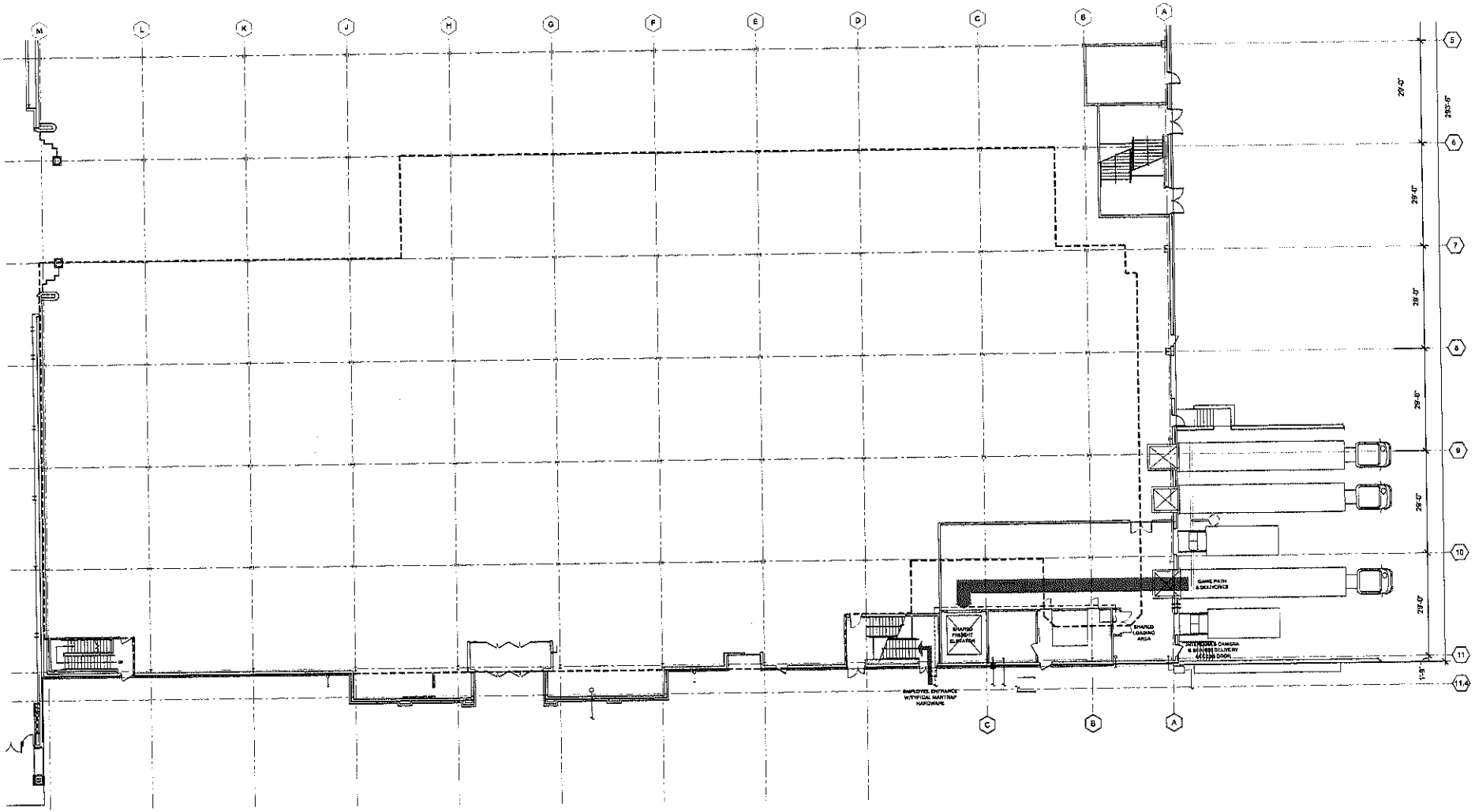
- ☐ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☑ its registered office.

Signed this 9th day of NOVEMBER, 2009 by the incorporator(s):

Signature: [signature]

Name: Jay L. Tobin

Address: 2481 Manana Drive, Dallas, TX 75220



SBLM

SBLM Architects
33 Walt Whitman Road, Suite 204
Huntington Station, NY 11746
t: 631-683-5588
f: 631-683-5591
www.sblm.com

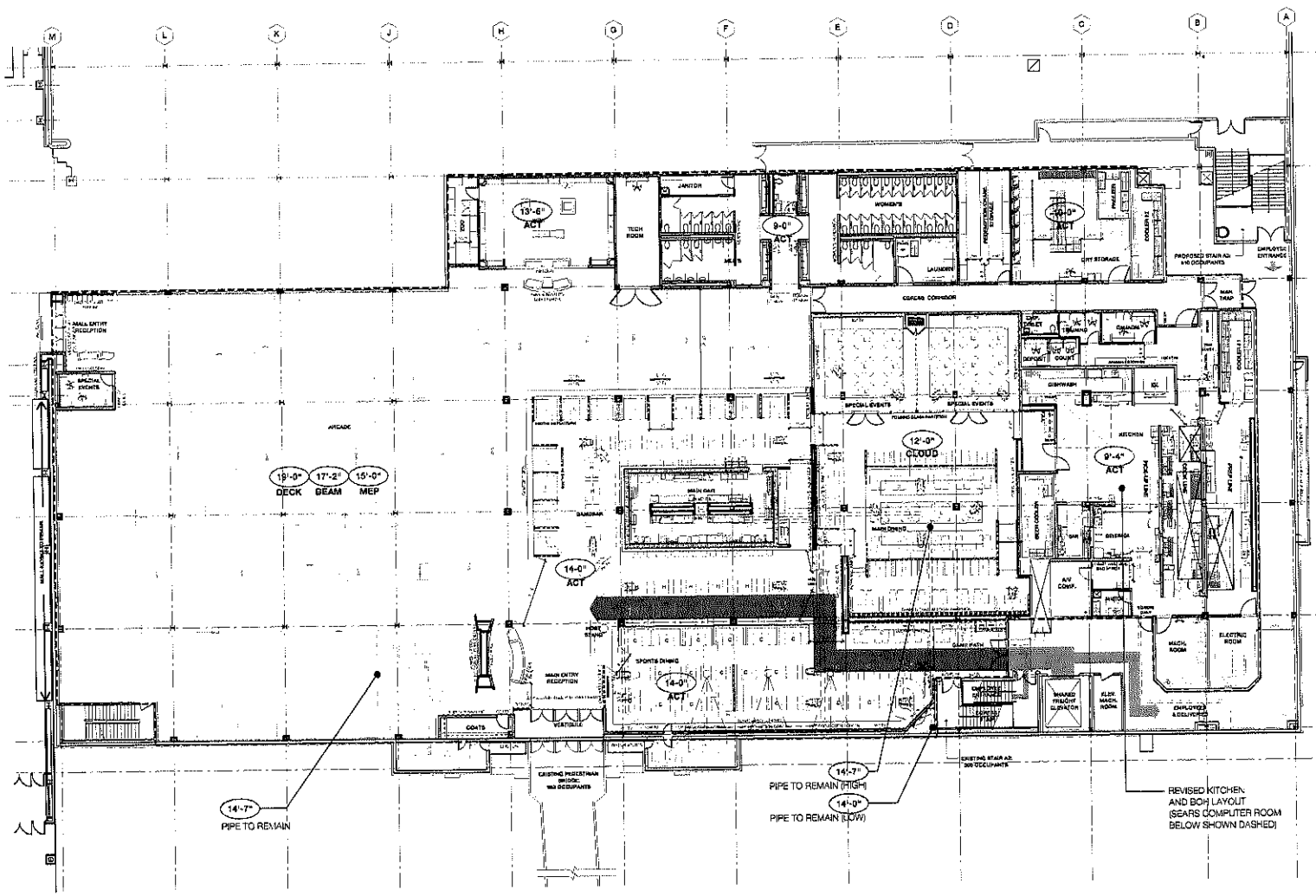
Dave & Buster's
2481 Manana Drive
Dallas, TX 75220

N

Natick Mall
Natick, MA

SECOND FLOOR PLAN
08-06-2018
NOT TO SCALE

FP-SS-1



SEATING			40K PROTO
MIXMASTER / ENTRY	-	3 SEATS	2 SEATS
FUNction ROOMS	-	-	144 SEATS
SPECIAL EVENTS	17 TABLES	68 SEATS	32 SEATS
EAT AT BUSTER'S	37 TABLES	140 SEATS	191 SEATS
SPORTS LOUNGE	29 TABLES	124 SEATS	97 SEATS
BAR ZONE			
GAME BAR	22 TABLES	136 SEATS	104 SEATS
SPORTS BAR	12 TABLES	76 SEATS	45 SEATS
BILLIARDS	-	-	-
TOTAL	117 TABLES	**547 SEATS**	**628 SEATS**

SQUARE FOOTAGE		
MIXMASTER/MAIN MALL ENTRY	1,379 SF	865 SF
FUNction ROOMS	-	2,255 SF
SPECIAL EVENTS	1,330 SF	542 SF
EAT AT BUSTER'S	2,675 SF	3,252 SF
SPORTS LOUNGE	2,636 SF	1,664 SF
BAR ZONE		
GAME BAR	2,018 SF	1,896 SF
D&B SPORTS BAR	1,173 SF	1,166 SF
BILLIARDS	-	-
DAVE'S ARCADE	15,005 SF	14,010 SF
WINI & ZOO	1,215 SF	1,056 SF
TECH ROOM	320 SF	263 SF
BACK OF HOUSE		
KITCHEN (INCLUDES COOLERS & DRY STORAGE)	4,963 SF	4,084 SF
OFFICE/ANCILLARY/STORAGE	2,240 SF	2,299 SF
TOILET ROOMS (PUBLIC ONLY)	1,972 SF	1,368 SF
MISC./ CIRCULATION	3,156 SF	4,420 SF
TOTAL	**40,082 SF**	**40,000 SF**

STORAGE		
REDEMPTION/ CRANE STORAGE	76 LF	64 LF (64-70)
BANQUET STORAGE	16 LF	16 LF (12-16)
LINEN STORAGE	-	-
ZOO STORAGE (INCLUDES CABINET)	36 LF +4 CAB	36 LF +4 CAB

FLOOR AREA	
GROSS TOTAL AREA	**40,082 SF**
(TO BE VERIFIED)	

OCCUPANCY CAPACITY (PER LANDLORD ARCHITECT)	
STAIR A1	220 OCC.
STAIR A2	300 OCC.
STAIR A3	510 OCC.
PEDESTRIAN BRIDGE	953 OCC.
TOTAL OCCUPANCY CAPACITY	**1,983 OCC. MAX.**

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N

Natick Mall
Natick, MA

SECOND FLOOR PLAN
08-07-2018
NOT TO SCALE

FP-SS-2

Natick Mall

Dave & Buster's
Space No. 3201

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AFFIDAVIT

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EXHIBIT "B-3"	Site Plan showing "To Go" Parking and Employee Parking
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Natick Mall

THIS LEASE is between **GS Portfolio Holdings II, LLC, a Delaware limited liability company** ("Landlord"), and **Dave & Buster's of Massachusetts, Inc., a Massachusetts corporation** ("Tenant"). The date of this Lease is September 29, 2017 ("Effective Date"). The Leased Premises are located in the **Natick Mall** ("Shopping Center") in the City of NATICK, County of MIDDLESEX, and State of Massachusetts.

REFERENCE PROVISIONS

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

1.01 Leased Premises: **Space 3201 Natick Mall containing approximately 40,074 square feet of floor area and having an address 1245 Worcester Street, Suite 1218, Natick, MA.**

[ARTICLE 1(a)]

1.02 Expiration Date: **Fifteen (15) full Lease Years following the Partial Lease Year commencing on the Rental Commencement Date.**

[ARTICLE 1(b)]

1.03 Permitted Use:

(a) Tenant shall initially open and use the Leased Premises as Dave & Buster's (or such other trade name as Tenant is then operating substantially all of its other Dave & Buster's facilities) for the purpose of conducting and operating an entertainment-recreation-amusement-restaurant-bar-complex similar to other Dave & Buster's facilities in the country providing goods and services, which goods and services may primarily include, but not be limited to, the provision, sale, rental and use for pecuniary consideration, virtual reality games, video games, so-called arcade games, rides and amusements, billiards, golf, play-for-fun blackjack, bowling, dance, nightclub and other amusements, food, beverages (alcoholic and non-alcoholic), branded apparel, party and catering facilities and play areas (some of which games, rides, etc. may provide for the opportunity to win prizes and/or other benefits, e.g., additional free games, by direct reward or through any other method, either directly or via a process of redemption). Any one or more of the foregoing uses and other legal entertainment, restaurant, recreation, amusement, bar or retail uses are sometimes referred to herein as "Entertainment/Food Use"). The parties hereby recognize that this type of complex is in a constantly evolving state, as is the entertainment-recreation-amusement industry generally and that, provided Tenant uses the Dave & Buster's herein in a consistent manner as it is then using other Dave & Buster's facilities in the United States, changes consistent with such evolution may occur. Further, Tenant may use the Leased Premises for any other legal entertainment or restaurant use that does not violate the exclusives listed on EXHIBIT E attached hereto and made a part hereof. Further Tenant may offer on an incidental basis, not to exceed 20% of the floor area, the sale of merchandise and items directly relate to Tenant's Permitted Use.

(b) In no event may Tenant use the Leased Premises nor will Landlord permit any other space in the Shopping Center to be used as or for (i) any use other than those acceptable in a first class regional mall (ii) an auditorium or other similar place of general assembly, (iii) an indoor flea market, (iv) a cemetery/crematorium, (v) a so-called "head shop" or facility for the sale or display of pornographic material, (vi) an off-track betting parlor, (vii) a junk yard, (viii) a recycling facility, (ix) a stock yard, (x) a traveling carnival, (xi) a fair, except health fair, book fair and other promotions may be held in the Joint Use Areas from time to time, provided such events do not materially adversely impact Tenant's parking or its normal business operations, (xii) auctions, (xiii) booths for the sale of fireworks, (xiv) churches, temples or other houses of religious worship, (xv) a bingo hall, (xvi) a rehabilitation center for, mental or substance abuse rehabilitation or treatment, a funeral home or funeral parlor, (xvii) the dumping or disposing of garbage or refuse, or (xviii) any production, manufacturing, industrial or storage use of any kind or nature except for storage and/or construction of products incidental to the Permitted Use of the Leased Premises.

(c) Landlord hereby acknowledges and agrees that Tenant intends to sell alcoholic beverages from the Leased Premises.

[ARTICLE 1(c)]

1.04 **Plan Submittal Dates:**

Submittal date for Landlord's Base Shell Plan ("LOD"): 30 days after the Acquisition Date as defined in Reference Provision 1.42 (d).

Notwithstanding anything to the contrary, Tenant shall not commence any work or expend any costs on Tenant's plans prior to receiving written notice from Landlord that Tenant should commence preparing Tenant's plans (the "Commence Plans Notice"). Tenant shall, no later than forty- five (45) days after Tenant's receipt of the Commence Plans Notice, submit to Landlord, the Tenant's Preliminary Plans which shall include (a) Tenant's interior layout and HVAC/RTU and Roof loads

and utilities and (b) Tenant's preliminary exterior elevations (collectively the "Preliminary Plans"): 30 days after the later of (i) Landlord's submittal of the LOD or (ii) the ~~Effective~~ Acquisition Date;

Submittal Date for Landlord's Preliminary architectural and structural drawings:30 days after Tenant's submittal of the Preliminary Plans;

Submittal date for Landlord's Shell Drawings: 30 days after Tenant's submittal of the Preliminary Plans;

Each of the foregoing shall be subject to the approval of the non-submitting party, such approval not to be unreasonably withheld, conditioned or delayed. The non-submittal party agrees to respond within fifteen (15) business days after receipt of the submitted item. If a party timely delivers its reasonable disapproval, then Landlord and Tenant shall work in good faith to resolve any dispute as soon as reasonably practicable and Landlord or Tenant, as applicable, will, in connection therewith, make any agreed-upon changes within fifteen (15) days of the parties being in agreement regarding such changes. Notwithstanding anything herein to the contrary, neither Landlord nor Tenant shall have the obligation to revise their respective submittal if such submitting party believes such objections are unreasonable.

Submittal of Landlord's 'Permit Set' of Plans: 30 days from Landlord's submittal of Landlord's Shell Drawings ~~Preliminary architectural and structural drawings~~, written notice of such submittal to be sent to all parties pursuant the Notice Provision set forth in Article 30 of this Lease;

Submittal of Tenant's 'Permit Set' of Plans:30 days from Landlord's submittal of Landlord's Permit Set, written notice of such submittal to be sent to all parties pursuant the Notice Provision set forth in Article 30 of this Lease;

Landlord and Tenant agree to make all necessary applications for their respective building permits promptly following receipt of approval thereof from the other party. The time period applicable to Tenant's building permit in Reference Provision 1.41 below shall be extended 1 day for each of delay that the Landlord fails to timely deliver the items required above.

[ARTICLE 2(d)]

1.05 Tenant's Beginning Work Date: The later of (i) the date of substantial completion of Landlord's Work or (ii) Thirty (30) days following the date of delivery of possession of the Leased Premises to Tenant. Notwithstanding anything in this Lease to the contrary, (a) in no event shall Landlord be required to commence Landlord's Work until such time Tenant has waived or is satisfied with the contingencies set forth in Reference Provision 1.41 and Landlord has satisfied or waived its contingencies set forth in Reference Provision 1.42, as indicated by written notice from each party to the other party and (b) in no event shall Landlord have the right to deliver possession fo the Leased Premises to Tenant until such time as Tenant has waived or is satisfied with the contingencies set forth in Reference Provision 1.41.

[ARTICLE 2(c)]

1.06 Opening Date: The earlier to occur of (i) the date Tenant opens for business to the public in the Leased Premises, or (ii) 210 days after the later of (a) the date on which Landlord delivers possession of the Leased Premises to Tenant, or (b) the date on which Tenant has waived or is satisfied with the contingencies set forth in Reference Provision 1.41.

[ARTICLE 3]

1.07 Minimum Annual Rental:

[ARTICLE 4(a)]

Rental Commencement Date – End of the Fifth Lease Year (based upon $31.10 per square foot of the Leased Premises)

$1,246,301.40 per year ($103,858.45 per month)

First Day of the Sixth Lease Year – End of the Tenth Lease Year (based upon $34.20 per square foot of the Leased Premises)

$1,370,530.80 per year ($114,210.90 per month)

First Day of the Eleventh Lease Year – Expiration Date (based upon $37.63 per square foot of the Leased Premises)

$1,507,984.62 per year ($125,665.39 per month)

OPTIONS:

First Five (5) Year Option to Extend (based upon $41.39 per deemed square foot of the Leased Premises)

$1,658,662.86 per year ($138,221.91per month)

Second Five (5) Year Option to Extend (based upon $45.53 per square deemed foot of the Leased Premises)

$1,824,569.22 per year ($152,047.44 per month)

1.08 Percentage Rate: 5%

[ARTICLE 4(b)]

1.09 Annual Sales Base:

[ARTICLE 4(b)]

Rental Commencement Date – End of the Fifth Lease Year	**$13,000,000.00 per year**
First Day of the Sixth Lease Year – End of the Tenth Lease Year	**$14,300,000.00 per year**
First Day of the Eleventh Lease Year – Expiration Date	**$15,730,000.00 per year**

OPTIONS:

The Annual Sales Base during the First Five (5) Year Option to Extend and for the Second Five (5) Year Option to Extend shall increase at the same percentage rate that the Minimum Annual Rental increases for each respective Five (5) Year Option Period.

1.10 Address of Landlord:

[ARTICLES 4 and 30]

Landlord's Notice Address
GS PORTFOLIO HOLDINGS II, LLC
c/o Natick Mall Sears Anchor
110 N. Wacker Dr.
Chicago, IL 60606
Attn: Law/Lease Administration Department

With a copy to:
Natick Mall Sears Anchor
1245 WORCESTER STREET, SUITE 1218
Natick, MA 01760-1553
Attn: General Manager

Landlord's Payment Address:
GS Portfolio Holdings II, LLC
P.O. Box 860581
Minneapolis MN 55486-0581

1.11 Address of Tenant:

[ARTICLE 30]

Notice:
Dave & Buster's of Massachusetts, Inc.
c/o Dave & Buster's, Inc.
2481 Manana Drive
Dallas, Texas 75220
Attn: General Counsel

Billing:
Dave & Buster's of Massachusetts, Inc.
c/o Dave & Buster's, Inc.
2481 Manana Drive
Dallas, Texas 75220
Attn: Director of Operations Accounting

1.12 Additional Gross Leasable Area Annual Rental Increase: Not Applicable.

[ARTICLE 4(c)]

1.13 Anchor Minimum Annual Rental Increase: Not Applicable

[ARTICLE 4(d)]

1.14 Trade Name: **"Dave & Buster's"**

[ARTICLE 25]

1.15 Intentionally Omitted

[ARTICLE 37]

1.16 Initial Assessment: Not Applicable

[ARTICLE 37]

1.17 Preliminary Rent: Not Applicable

1.18 Construction Allowance: **$2,805,180.00 (based upon $70.00 per square foot of the Leased Premises)**

Landlord agrees to pay to Tenant, if Tenant is not then in default beyond any applicable notice and cure period, the cost of Tenant's Work up to the aggregate sum of $2,805,180.00 (based upon $70.00 per square foot of the Leased Premises), but not more than that amount, subsequent to the fulfillment of all of the following requirements:

A. 33.33% of the Construction Allowance - $935,060.00 within thirty (30) days after the date Tenant commences construction of Tenant's Work, as indicated by written notice from Tenant to Landlord.

B. 33.33% of the Construction Allowance - $935,060.00 upon completion of fifty percent (50%) of Tenant's Work in accordance with the requirements of this Lease and its exhibits, lien free, and upon

presentation in form and detail satisfactory to Landlord of:

a. Contractor's Sworn Statement showing that the amount requested by Tenant has been spent by Tenant on the Leased Premises and listing all subcontractors, sub-subcontractors and material suppliers and amounts which they were to be paid and were paid for work performed for or on the Leased Premises or for materials supplied for Tenant's Work; and

b. Partial and Notarized Waivers of Lien from all architects, subcontractors, sub-subcontractors and material suppliers, if the subcontractor, sub-subcontractor or material supplier is listed in the draw.

C. The remainder of the Construction Allowance - $935,060.00 upon completion of Tenant's Work in accordance with the requirements of this Lease and its exhibits, lien free and upon presentation in form and detail satisfactory to Landlord of:

a. Contractor's Sworn Statement showing that the amount requested by Tenant has been spent by Tenant on the Leased Premises and listing all subcontractors, sub-subcontractors and material suppliers and amounts which they were to be paid and were paid for work performed for or on the Leased Premises or for materials supplied for Tenant's Work;

b. A copy of Tenant's Architect's original and notarized affidavit or final waiver of lien indicating that the Architect has been paid in full;

c. A copy of the General Contractor's original and notarized final waiver of lien;

d. Copies of the General Contractor's subcontractors notarized final waivers of lien, from those who supplied more than $10,000.00 in labor or materials;

4. A copy of the Certificates of Occupancy from all applicable governmental authorities; and

5. Tenant shall have opened its store in the Leased Premises for business with the public.

Landlord shall be entitled to any unpaid portion of the amount in the event of a default by Tenant, even if Tenant shall have paid all or a portion of the cost of Tenant's Work.

Tenant's request for payment should be sent to Landlord at the notice address shown in Reference Provision 1.10 and directed to Attn: Tenant Allowance Administration. The Construction Allowance monies will be paid to Tenant only for Tenant's payment for construction work performed in the Leased Premises, including the cost of raw materials, labor, architects fees, permits, and related costs of construction. Construction work does not include inventory, supplies, Tenant's moveable property or the cost of training Tenant's employees.

The terms of this Reference Provision will be a condition precedent to Tenant's right to receive the Construction Allowance, and no portion of said sum shall vest in Tenant, nor shall Tenant sell, assign, encumber or create a security interest in such allowance prior to full compliance with the terms of this Reference Provision.

All construction, improvements, additions, attached property and attached fixtures (excluding, however, Tenant's point-of-sale equipment security systems, unattached equipment, free-standing display racks and goods held for sale to the public) (the "Leasehold Improvements") funded by the Construction Allowance shall not be encumbered by Tenant, and upon expiration or earlier termination of the Lease, shall be the sole property of Landlord, and Tenant will execute such reasonable documentation necessary to confirm free and clear ownership in Landlord in the Leasehold Improvements upon expiration or earlier termination of the Lease. Landlord agrees to waive any lien, right of distraint or related or similar rights now or hereafter granted to Landlord by statute, or otherwise, with respect to Tenant's personal property, trade fixtures, inventory, non-attached equipment, or stock-in-trade in or on the Leased Premises for non-payment of rent, default by Tenant, or any other reason whatsoever.

Any funds designated in this Lease as a Construction Allowance will be used exclusively for the design and construction of those Leasehold Improvements located in the Leased Premises. It is the intention of Landlord and Tenant that the Leasehold Improvements will constitute "leasehold improvements" within the meaning of Section 168(i) of the Internal Revenue Code of 1986, as amended.

If any portion of the Construction Allowance is not paid within 60 days of the date all of the conditions to payment of the Construction Allowance set forth above are satisfied, Tenant may, upon 10 day written notice to Landlord, withhold such unpaid amount from payment of up to 50% of the Minimum Annual Rental due under this Lease until paid in full.

[ARTICLE 2]

1.19 Security: Not Applicable [ARTICLE 46]

1.20 Radius: Not Applicable [ARTICLE 58]

1.21 "Lease Year," as used herein, means February 1st through January 31st during the Lease Term. The first full Lease Year commences on February 1 following the Rental Commencement Date and continues through the following January 31st. A partial Lease Year shall be any portion of a Lease Year (except for the first Lease Year) that either does not begin on the first day of a Lease Year, or that does not end on the last day of a Lease Year ("Partial Lease Year").

1.22 Operating Expenses Payment: $120,222.00 ($3.00 per square foot) per year, prorated for any Partial Lease Year from the Rental Commencement Date until the following January 31st, payable in equal monthly installments, subject to the annual increases provided in this Lease. If the Rental Commencement Date occurs during the month of August or thereafter during the first Partial Lease Year, the Operating Expenses Payment amount set forth above shall remain in effect during the first full Lease Year that follows the Rental Commencement Date.

[ARTICLE 17]

1.23 - Property Taxes Payment: {FOR THIS LEASE ONLY AT NATICK WEST} Estimated to be $2.90 per square foot for the Partial Lease Year prior to the first Lease Year and for the first Lease Year.

1.24 Not Applicable

1.25 Not Applicable

1.26 A. Not Applicable

B. Not Applicable

C. Not Applicable

1.27 Not Applicable

1.28 Not Applicable

1.29 Not Applicable

1.30 Not Applicable

1.31 Not Applicable

1.32 Brokerage Fees: Provided Tenant is not in default under the Lease and in consideration of Tenant's entering into the Lease, Landlord shall, upon Tenant opening for business in the Leased Premises, pay a brokerage commission of $120,222.00 to Metro Commercial ("Tenant's Broker"), which sum shall be payable pursuant to a signed commission agreement between Landlord and Tenant's Broker. Tenant agrees that Landlord shall have no further liability with respect to the liability for or expense of any additional compensation, commission or charges by Tenant's Broker or any other broker or agent claiming it represents Tenant.

1.33 Not Applicable

1.34 Not Applicable

1.35 Anchors: An "anchor" for all purposes under this Lease is any operation, land, building, store or business, whether occupied or vacant and whether owned or leased, which leases or occupies 30,000 square feet or more of space in the Shopping Center. A "variety or specialty store" is (aa) an occupant which leases or occupies between 10,000 and 29,999 square feet of space in the Shopping Center, or (bb) a restaurant occupant having an exterior entrance. An "outparcel" is any operation, land, building, store or business whether occupied or vacant and whether owned or leased, that is not an anchor or variety or specialty store and is separated by vehicular access or parking area from the Main Mall Building(s) or does not have an entrance accessible to the customers of the Shopping Center directly from the Main Mall Building(s).

1.36 Option: Provided this Lease is in full force and effect, Tenant shall have the right, at its election, to extend the original term of this Lease for two (2) successive additional periods of five (5) years each. Each additional extension period shall be exercisable upon the following terms and conditions:

(a) Tenant shall give Landlord written notice of such election to extend the term of this Lease not later than three hundred sixty five (365) days prior to the expiration of the primary term or each extended term; provided that if Tenant shall fail to give such notice, Tenant's rights shall not be extinguished until Landlord shall give written notice to Tenant that such right to extend the term shall be extinguished and of no further force and effect fifteen (15) business days after such notice if Tenant fails to give notice extending the Term within said fifteen (15) business day period after receipt of such notice;

(b) At the time of exercise of such election Tenant shall not be in default with respect to any

monetary obligation or material non-monetary obligations under this Lease beyond any applicable notice, grace and cure periods; and

(c) Each such extended term shall be upon the same terms and conditions as during the primary term hereof, except that Tenant shall have no further election to extend the term of this Lease beyond the second extended term and Tenant shall pay to Landlord and Landlord shall accept Minimum Annual Rental during such additional terms in accordance with the schedule set forth in Reference Provision Section 1.07. If Tenant elects to exercise any such option to extend, the term of this Lease shall be automatically extended for the period of such additional term without necessity for the execution of any instrument by Landlord to effect the same, and in such event the phrases "the term of this Lease" and "the term hereof" as used in this Lease shall include such additional term, and the Expiration Date shall be adjusted accordingly.

1.37 Communication Equipment: (a) Landlord hereby grants to Tenant the right to install, operate, maintain, repair, replace and remove, at Tenant's sole cost and expense, a satellite dish antenna (hereinafter referred to as the "Dish"), and its related parts ("Dish System") including but not limited to: mounting brackets and poles used in mast and ground mounts; concrete pad(s) and screenings (e.g., fences and landscaping) used in ground mounts; non-penetrating pads or curbing used in roof mounts; wiring (electrical, complete cable or otherwise) service lines and any penetration in structural and non-structural areas to accommodate same; and service or control panels, all in a location as determined by Landlord in its reasonable discretion.

(b) Tenant shall hire a competent company or companies, each carrying liability insurance with a combined single limit of liability for bodily injury and property damage of at least $1,000,000.00 naming Landlord as an additional insured, to install, maintain and remove (upon termination of the Lease and extensions thereof) the Dish and the Dish System, provided that any company that is to perform associated roof work for the installation and removal of the Dish and Dish System shall be a Shopping Center approved roofing contractor.

(c) Tenant shall obtain all permits, variances, licenses and inspections, and adhere to any rules, regulations and ordinances as set forth by local, state and federal government agencies from time to time with respect to the Dish and the Dish System. If Tenant is ordered, from time to time, by any governmental agency to relocate or enclose by a permanent screening, any major component of the Dish and/or the Dish System, then Tenant shall notify Landlord of such notice so Landlord may evaluate any and all possible alternatives to give final approval for the new location of which such approval shall not be unreasonably withheld, and all at Tenant's sole cost and expense.

(d) Upon removal of the Dish and the Dish System, Tenant, at its sole cost and expense, shall repair or replace all damaged areas associated with such removal pursuant to the direction and satisfaction of Landlord and any repairs or replacements to the roof shall be performed by a Shopping Center approved roofing contractor.

(e) Landlord may request that Tenant relocate the Dish, if required by law or by a contractual relationship with another party. In this event, Tenant shall cooperate with Landlord to find an alternative location with adequate transmission and reception. Tenant shall ensure that the Dish will be installed in accordance with applicable law and building codes. Tenant shall obtain all necessary FCC and other licenses or approvals required to operate the Dish. Tenant shall immediately repair any damage to the Leased Premises or the Shopping Center from the installation, removal, relocation, or operation of the Dish or Dish System.

(f) Notwithstanding anything to the contrary contained in this Reference Provision 1.37, ground mounted communication equipment shall not be allowed, roof mounted communication systems shall be subject to Landlord and its architect's prior approval, all structural work in connection with the communication equipment shall be subject to Landlord's prior written approval and shall be at Tenant's sole cost and expense, and all roofing work in connection with the communication equipment shall be performed by Landlord's roofing contractor. Landlord may require screening of the communication equipment, in its sole discretion, and at Tenant's sole cost and expense.

1.38 Waiver of Landlord's Lien: Landlord shall not have, and hereby expressly waives any security interest or lien granted to Landlord, whether statutory or otherwise, in Tenant's personal property, fixtures, inventory, or stock-in-trade on the Leased Premises for non-payment of rent, default by Tenant, or any other reason whatsoever.

1.39 Confidentiality: Landlord and Tenant shall take all reasonable actions in order to keep the terms of this Lease confidential except to the extent necessary in order to perform their obligations hereunder or as required by law. No statements shall be made or released to the print or televised media with respect to this Lease without the prior written approval of Tenant.

1.40 Counterparts: This Lease may be executed in any number of counterparts, any or all of which may contain the signature of only one of the parties, and all of which shall be constructed together as a single instrument.

1.41 Inspection Period:

(a) Initial Inspection Period: During the period from the Effective Date to 5:00 p.m. on the date that is 60 days after the Effective Date (the "Initial Inspection Period"), Tenant shall have the right, subject to the further provisions of this subsection, to investigate the following matters relating to the Leased Premises: zoning, deed restrictions, environmental, title and REA requirements. Tenant shall have no right to conduct a Phase II environmental assessment or other invasive testing of the Leased Premises without Landlord's prior written consent. If any of the above contingencies and conditions cannot be met, Tenant shall have the right to terminate this Lease by written notice to Landlord delivered prior to expiration of the Initial Inspection Period, in which event this Lease shall be null and void and the parties shall have no further rights or obligations to each other, except those that expressly survive the termination of this Lease. If such a termination notice is not given prior to expiration of the Initial Inspection Period, Tenant's right to terminate this Lease pursuant to this subpart (a) of Reference Provision 1.41 shall be deemed waived; and

(b) Inspection Period: During the period from the ~~Effective~~ {for this Lease only at Natick} ~~Date~~ to 5:00 p.m. on the date that is 180 days after the Acquisition Date ~~the expiration of the Initial Inspection Period~~ (the "Inspection Period"), Tenant shall have obtained or verified that it will be able to later obtain, the following matters relating to the Leased Premises: all required governmental approvals (including site plan, signage, etc.) other than Tenant's Building Permit; and all required governmental approvals for Tenant's business operations, permits and licenses (including approvals to operate Tenant games and obtain a liquor license) that are necessary to operate its business at the Leased Premises. If any of the above approvals, contingencies and conditions cannot be met or obtained, Tenant shall have the right to terminate this Lease by written notice to Landlord delivered prior to expiration of the Inspection Period, in which event this Lease shall be null and void and the parties shall have no further rights or obligations to each other, except those that expressly survive the termination of this Lease. If such a termination notice is not given prior to expiration of the Inspection Period, Tenant's right to terminate this Lease pursuant to this subpart (b) of Reference Provision 1.41 shall be deemed waived.

Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant agree that with the exception of the matters Landlord has agreed to perform prior to Tenant's waiver of the contingencies set forth in subparts (a) and (b) above, for Tenant's benefit in this Lease, Landlord shall have no obligation to perform any other Landlord's Work until such time as Tenant has waived the Inspection Period.

(c) Tenant shall use commercially reasonable efforts to obtain building permit(s) for Tenant's Work ("Tenant's Building Permit") on or before the date that is ninety (90) days after the approval by Landlord of Tenant's "Permit Set" of Plans, pursuant to Reference Provision 1.04 above ("Tenant's Building Permit Period"), written notice of such submittal to be sent to all parties pursuant the Notice Provision set forth in Article 30 of this Lease. Tenant shall have the one-time right to extend the Tenant's Building Permit Period for a period of sixty (60) days, plus any additional days pursuant to Reference Provision 1.04 above, by delivery of written notice thereof to Landlord on or prior to the expiration of the Tenant's Building Permit Period. Tenant shall apply for Tenant's Building Permit within five (5) business days after the approval by Landlord of Tenant's "Permit Set" of Plans. If necessary, as applicable, at Tenant's request, Landlord shall, at no additional cost or expense to Landlord, join in the execution of the applications for the Tenant's Building Permit and cooperate with the prosecution of the applications for the Tenant's Building Permit. Tenant shall prosecute the applications diligently and use good faith efforts to seek the Tenant's Building Permit. Tenant, upon receipt of written request from Landlord, shall advise Landlord of its progress from time to time. If Tenant is unable to obtain the Tenant's Building Permit within the Tenant's Building Permit Period, Landlord, upon written notice to Tenant (a "Landlord's Building Permit Takeover Notice") given within ten business (10) days after the expiration of the Tenant's Building Permit Period, may elect, to the extent permissible under applicable law, to obtain the Tenant's Building Permit on Tenant's behalf. If Landlord so elects to obtain the Tenant's Building Permit, Tenant shall cooperate with Landlord's efforts to obtain the Tenant's Building Permit.

If Tenant is unable to obtain the Tenant's Building Permit on or before the expiration of the Tenant's Building Permit Period and Landlord does not timely elect to attempt to obtain the Tenant's Building Permit then either Landlord or Tenant, shall have the right to terminate this Lease upon notice given at any time prior to the date that is the earliest to occur of: (i) Tenant's obtaining the Tenant's Building Permit, (ii) the date that is fifteen (15) business days after the expiration of Tenant's Building Permit Period, or (iii) Tenant's written waiver of such contingency.

If Tenant is unable to obtain the Tenant's Building Permit on or before the expiration of the Tenant's Building Permit Period and Landlord timely elects to attempt to obtain the Tenant's Building Permit but is unsuccessful in obtaining the Tenant's Building Permit within sixty (60) days after the giving of Landlord's Building Permit Takeover Notice, either Landlord or Tenant, shall have the right to terminate this Lease upon notice given at any time prior to the date that is the earliest to occur of: (i) either party's obtaining the Tenant's Building Permit, (ii) the date that is one hundred twenty (120) days after Landlord's delivery of Landlord's Building Permit Takeover Notice, or (iii) Tenant's written waiver of such contingency.

If this Lease is timely terminated, this Lease shall be null and void and the parties shall have no further rights or obligations to each other, except those that expressly survive the termination of this Lease.

(d) Landlord shall deliver to Tenant prior to expiration of the Inspection Period the subordination non-disturbance and attornment agreement in the form attached as Exhibit S and Tenant agree to execute and deliver to Landlord four (4) originals of the SNDA in the form attached hereto as Exhibit S ("Approved SNDA") to Landlord contemporaneously with Tenant's execution and delivery of this Lease to Landlord. If Tenant does not receive the Approved SNDA executed by Landlord and Landlords lender by the expiration of the Inspection Period, then Tenant may, as its sole and exclusive remedy, terminate this Lease by giving written notice (the "SNDA Termination Notice") to Landlord at any time prior to the earlier of (i) the date on which Tenant receives the Approved SNDA and (ii) the last date on which Tenant may terminate this Lease pursuant to the provisions in this Reference Provision 1.41. If this Lease is timely terminated, this Lease shall be null and void and the parties shall have no further rights or obligations to each other, except those that expressly survive the termination of this Lease (specifically excluding Landlord's Reimbursement Obligation set forth in Reference Provision 1.42 of this Lease, which shall not apply in the event Tenant terminates this Lease pursuant to this Reference Provision 1.41 (d). Landlord agrees to proceed diligently and Landlord and Tenant agree to work in good faith to obtain the Approved SNDA within the time period set forth above, and, unless Tenant terminates this Lease, as set forth above, to continue to use such diligent and good faith efforts in the event Landlord fails to so obtain within such time period.

1.42 Contingencies:

Conditions to Landlord's Obligations. This Lease and the obligations of Landlord under this Lease are subject to the satisfaction or waiver by Landlord of the following conditions, the form of which shall be in the sole discretion of Landlord (the "Conditions to Landlord's Obligations"):

(a) COREA and Approvals. Landlord shall have obtained all requisite approvals and consents of any required third parties and from the parties to that certain Construction, Operation and Reciprocal Easement Agreement made as of August 23, 2006 by and among GGP-Natick West L.L.C., Nordstrom, Inc., and The Neiman-Marcus Group, Inc. as amended from time to time and that certain Reciprocal Easement and Restrictive Covenant Agreement made as of August 23, 2006 by and among Natick Mall, LLC, Federated Retail Holdings, Inc., Federated Retail Holdings, Inc., GGP-Natick West L.L.C., Nordstrom Inc., and The Neiman Marcus Group, Inc.(the "COREA") and for (i) the operation of Tenant's business as initially contemplated by this Lease; (ii) the Plans and Specifications; (iii) Tenant's signage; and (iv) Landlord shall have obtained all required governmental approvals for the construction of Landlord's Work as contemplated hereunder (other than Landlord's securing of its Building Permit, which shall be controlled pursuant to Reference Provision 1.42 (c) below).

(b) Mortgagee Consent and SNDA. Landlord shall have obtained the consent of Landlord's mortgagee to this Lease.

Landlord shall use commercially reasonable efforts to satisfy items (a) and (b) of the Conditions to Landlord's Obligations on or before the date that is ninety (90) days following the date that Tenant has submitted its Preliminary Plans to Landlord pursuant to Reference Provision Section 1.04 above (the "Outside Date"). If items (a) and (b) of the Conditions to Landlord's Obligations shall not have been satisfied and/or waived by Landlord by the Outside Date, either party hereto shall have the right thereafter and until such time as Landlord notifies Tenant that items (a) and (b) of the Conditions to Landlord's Obligations are satisfied and/or waived by Landlord to terminate this Lease on ten (10) days prior written notice to the other party. Upon the effective date of such termination, the parties hereto shall be released and relieved from all further liability under this Lease except for Landlord's Reimbursement Obligation set forth in Reference Provision 1.42 of this Lease.

(c) Building Permit Approvals: Landlord shall use commercially reasonable efforts to obtain building permit(s) for Landlord's Work ("Landlord's Building Permit") on or before the date that is ninety (_90) days after Tenant's approval of Landlord's 'Permit Set" of Plans, pursuant to Reference Provision Section 1.04 above ("Landlord's Building Permit Period"), written notice of such approval to be sent to all parties pursuant the Notice Provision set forth in Article 30 of this Lease. Landlord shall have the one-time right to extend the Landlord's Building Permit Period for an additional period of sixty (60) days ("Landlord's Extended Building Permit Period"), by delivery written notice thereof to Tenant on or prior to the expiration of the Landlord's Building Permit Period. In the event Landlord exercises its right to the extend the Landlord Building Permit Period, Tenant's Building Permit Period shall automatically be extended by such sixty (60) day period (and remain subject to further extension by Tenant, as otherwise provided in Reference Provision Section 1.41 (c) above).

If the Landlord is unable to obtain Landlord's Building Permit on or before the expiration of Landlord's Building Permit Period (or on or before the expiration of Landlord's Extended Building Permit Period, as the case may be), either party may elect to terminate this Lease by giving the other party notice of such election at any time thereafter and until such time as

Landlord notifies Tenant that it has received Landlord's Building Permit, and upon the effective date of such termination the parties hereto shall be released and relieved from all further liability under this Lease except for Landlord's Reimbursement Obligation set forth in Reference Provision 1.42 of this Lease.

(d) Control of Premises Contingency: The parties hereto acknowledge that as of the Effective Date, Sears Holding Corporation ("Sears") currently occupies the portion of the Center upon which the Premises is located (the "Sears Property"). Pursuant to an existing agreement with Sears, Landlord has the right to reclaim the Leased Premises from Sears (the "Sears Agreement"). Subject to the rights and deadlines of Sears under the Sears Agreement, Landlord agrees to use diligent, good faith efforts to reclaim the Premises from Sears (the "Acquisition") ~~on or before that date that is~~ by April 1, 2018 but not later than July 1, 2018~~_____ (_____) days from the Effective Date~~ . Landlord shall promptly notify Tenant in writing upon its completion of the Acquisition (the "Acquisition Date"). Notwithstanding any provision set forth in this Lease to the contrary, if the Acquisition Date does not occur on or before September 1, 2018~~the date (_____) days from the Effective Date~~ (the "Acquisition Deadline"), then either Tenant or Landlord shall have the right to terminate this Lease by providing written notice to the other party at any time after the Acquisition Deadline (but prior to the Acquisition Date), whereupon this Lease shall terminate and be of no further force or effect and the parties hereto shall have no further rights or obligations hereunder except as expressly set forth herein.

(e) City of Natick Site Plan Approval: Landlord shall use commercially reasonable efforts to secure site plan approval by the City Natick, Massachusetts ("Site Plan Approval") on or before the date that is one hundred eighty (180) days from the Effective Date ("Landlord's Site Plan Approval Period"). Landlord shall have the one-time right to extend the Landlord's Site Plan Approval Period for an additional period of sixty (60) days ("Landlord's Extended Site Plan Approval Period"), by delivery written notice thereof to Tenant on or prior to the expiration of the Landlord's Site Plan Approval Period. Notwithstanding any provision set forth in this Lease to the contrary, if Site Plan Approval is not received on or before the expiration of Landlord's Site Plan Approval Period or Landlord's Extended Site Plan Approval Period as the case may be ("Site Plan Approval Deadline") then either Tenant or Landlord shall have the right to terminate this Lease by providing written notice to the other party at any time after the Site Plan Approval Deadline, whereupon this Lease shall terminate and be of no further force or effect and the parties hereto shall have no further rights or obligations hereunder except as expressly set forth herein.

In case of any termination pursuant to this Reference Provision 1.42, Reference Provision 1.43, or ARTICLE 2 (b) below, and further provided that Landlord has submitted the LOD to Tenant causing Tenant to commence preparation of its plans in accordance with Reference Provision 1.04 hereof, Landlord shall reimburse Tenant for its reasonable, verifiable third party out-of-pocket costs incurred by Tenant in connection with this Lease, not to exceed $250,000.00, plus any actual-out-of-pocket costs related to pursuing all of Tenant's permits and liquor and gaming licenses and any city or state permits required for Tenant to operate for the Permitted Use paid by Tenant, within thirty (30) days of the date such costs are submitted by Tenant to Landlord with commercially acceptable reasonable supporting documentation (which submittal shall be made by Tenant within sixty (60) days of the date of Landlord's written notice) and upon such reimbursement, this Lease shall be null and void and the parties shall have no further rights or obligations to each other, except those that expressly survive the termination of this Lease ("Landlord's Reimbursement Obligation").

1.43 If Landlord does not send the Commence Plans Notice on or before the date that is three hundred sixty-five (365) days after the Effective Date (the "Commence Plans Notice Contingency Period"), then Tenant shall have the right to terminate this Lease upon thirty (30) days' written notice to Landlord, unless Landlord delivers the Commence Plans Notice within such thirty (30) day period, in which event Tenant's termination shall be deemed void and the Lease shall continue in full force and effect. Once Landlord has delivered the Commence Plans Notice to Tenant, Tenant shall no longer have the right to terminate this Lease pursuant to this Section.

1.44 Not Applicable

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

ARTICLE 1 - Leased Premises, Term and Use

(a) Landlord leases to Tenant and Tenant takes from Landlord in consideration of the covenants and agreements in this Lease, the premises ("Leased Premises") as shown on the drawings attached to this Lease and made a part of this Lease as "EXHIBIT A". The Shopping Center is shown on the ~~drawings~~ site plan attached to this Lease as and made a part of this Lease as EXHIBIT "B," (the "Site Plan"), includes all buildings, land, improvements, additions, extensions and deletions which may be made from time to time. The Leased Premises are described further in the Reference Provisions. ~~If the square footage of the Leased Premises (excluding any mezzanine)~~ Either party may, at any time prior to the date that is thirty (30) days following the date on which delivery of possession of the Leased Premises is made to Tenant, cause the square footage of the Leased Premises to be re-measured, at the cost of the electing party. The square footage shall be measured to the exterior faces of all exterior walls and internal corridors, including any fire corridors, and to the center lines of party walls. If resulting from the re-measurement the actual square footage of the Leased Premises is greater or less than one hundred three percent (103%) of the square footage of the Leased Premises shown in the final approved plans, the electing party shall forward the results of such re-measurement to the other party in writing promptly upon completion of the re-measurement. If the other party disagrees with such re-measurement, the other party may, within thirty (30) days after its receipt of the electing party's re-measurement, cause the Leased Premises to be measured once again (using the same measuring standards as set forth above) at such other party's expense and deliver to the electing party, prior to expiration of such 30-day period, the results of such re-measurement by the other party. If the other party fails to deliver notice of such re-measurement within such 30-day period, the other party will be deemed to have agreed with the electing party's re-measurement. Conversely, if the other party delivers notice of such re-measurement within such 30-day period and if the results of the second re-measurement are in agreement with the first re-measurement, then such agreement shall be definitive and binding on the parties. However, if the other party delivers notice of such re-measurement within such 30-day period and if the results of the second re-measurement are not in agreement with the first re-measurement, then Landlord and Tenant shall, within thirty (30) days after delivery of the second re-measurement, jointly appoint a licensed architect or engineer to re-measure the Leased Premises. The parties shall share the reasonable cost of such architect or engineer equally. The results of such third re-measurement shall be definitive and binding on the parties. If, as a result of any of the foregoing, the square footage of the Leased Premises is different than the amount set forth in Reference Provision 1.01, all rental and additional rental and amounts based upon the square footage of the Leased Premises shall be proportionately adjusted, and the parties shall, within thirty (30) days after such determination of the revised square footage of the Leased Premises, execute an amendment to this Lease memorializing the determination. Notwithstanding anything herein to the contrary, solely for purposes of calculating Minimum Annual Rental, Operating Expenses Payment, additional rent and any other amounts payable based upon the square footage of the Leased Premises, in no event shall the Leased Premises be deemed to be larger than one hundred three percent (103%) of the square footage of the Leased Premises as set forth in final approved plans. ~~execute an amendment to this Lease memorializing the adjustments~~. If Tenant constructs a mezzanine in the Leased Premises, the square footage of the Leased Premises shall be increased in an amount equal to the square footage of the mezzanine, and all rental, additional rental and amounts based upon the square footage of the Leased Premises shall be proportionately adjusted. The Parties shall execute an amendment to this Lease memorializing the adjustment. A mezzanine shall not be permitted if the Leased Premises are located on an upper level.

(b) The Leased Premises shall include the following rights for the term of the Lease and extensions thereof, subject to restrictions of record, which rights are for the benefit of Tenant, Tenant's subtenants, licensees and concessionaires and their respective customers, invitees, contractors, agents and employees:

(i) The non-exclusive use of (1) all parking spaces located in the parking deck/garage at the Shopping Center and (2) all other parking spaces (including, without limitation, surface parking spaces) located at and/or in the Shopping Center, it being understood and agreed that at all times during the term of this Lease and any extension thereof the ratio of gross leasable area to parking spaces in the parking deck/garage and the rest of the Shopping Center shall be the same as such ratio existing as of the date of this Lease. All parking spaces, may be used without charge and shall be operated on a "first-come, first-serve" self-park basis for Shopping Center occupants, customers, invitees and employees. The parking areas shall remain open to the public at least one (1) hour before Tenant opens for business and one (1) hour after Tenant closes for business with the ability for Tenant's employees to park on a seven (7) day, twenty-four (24) hour-a-day basis and the ability to exit the parking area on a twenty-four hour a day basis, subject to Landlord's rules and regulations. The parking areas shall remain lighted during all hours of darkness that Tenant is open for business and for at least two (2) hours after Tenant closes for business (provided that security lighting shall remain on all night), and the parking deck/garage shall be lighted on a twenty-four (24) hour-a-day basis. In the event that Landlord does not provide valet parking or Tenant's patrons are unable to use the valet parking provided by either Landlord and/or another tenant in the Shopping Center, subject to receipt of any necessary approvals or consents, Tenant may provide valet parking service to its patrons in a location in the Joint Use Area (hereinafter defined) in a mutually agreed upon location and Landlord shall designate Three (3) "To-Go" parking spaces for Tenant's non-exclusive use in the location shown on the Site Plan attached as Exhibit B-3. **The foregoing shall not be construed to restrict Landlord from creating Valet Service in the future.**

(ii) The non-exclusive use of all of the Joint Use Areas in the Shopping Center. Landlord shall provide security in the Joint Use Areas for customers, invitees and employees consistent with shopping center practices for first class regional shopping and entertainment centers in comparable shopping centers in the Natick, Massachusetts area, taking into account the nature and hours of Tenant's business.

(iii) The right to the non-exclusive use of exits, entrances, escalators, promenades, corridors, stairwells and sidewalks providing access to and from the Joint Use Areas and to and from the Leased Premises.

(iv) The right to install, connect, operate, relocate, run, maintain, repair and replace pipes, duct shafts and utility lines through other buildings and premises in the Shopping Center in the locations approved in writing by Landlord; (ii) the locations delineated in Tenant's plans and specifications as approved in writing by Landlord; or (iii) the locations which, in Landlord's reasonable judgment, will not materially and adversely interfere with the business of other tenants in the Shopping Center.

(v) Landlord and Tenant agree to enter into a temporary license agreement covering a mutually agreeable size and location for Tenant's assembly and storage area, which Tenant may use through Tenant's Opening Date and for twenty (20) days thereafter.

(vi) Subject to receipt of all necessary approvals including Landlord's approval not to be unreasonably withheld, Tenant shall have the right to install the maximum building signage, directional signage, with the maximum dimensions as allowed by the COREA and applicable code.

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

(d) The term of this Lease ("Term") shall begin on the Effective Date and end, **unless otherwise extended pursuant to the terms of Reference Provision 1.36 or otherwise,** on the Expiration Date **as defined** in the Reference Provisions.

(e) The Leased Premises shall be used and occupied only for the Permitted Use in the Reference Provisions, and for no other use or purpose whatsoever. Except as otherwise set forth in this Lease, Tenant does not have exclusive rights to sell any particular merchandise or provide any particular services in the Shopping Center.

ARTICLE 2 - Original Construction

(a) Landlord may make minor changes to the Leased Premises during the original construction period, provided that such changes do not materially impact Tenant's construction schedule or increase the cost of Tenant's Work. Landlord may also make changes, reductions and additions without restriction in other areas of the Shopping Center (including all Joint Use Areas and all buildings and other improvements), except as otherwise set forth herein, whether the changes are requested by other tenants or deemed desirable by Landlord. However, in no event shall Landlord be allowed to make any change, alteration or addition to the portion of the Joint Use Areas provided however, that Landlord may, at any time during the Term of this Lease, construct a parking deck in the Protected Area in its sole discretion (the "Protected Area"), more particularly shown on the Site Plan attached as EXHIBIT "B-2", including without limitation, any change, alteration or addition to the methods of ingress and egress, direction of traffic, lighting, curbing, improvements, building heights and stories, the height of landscape which landscaping would affect visibility to the Leased Premises, or the parking, without the express written consent of Tenant, which may be withheld at Tenant's reasonable discretion **(except for changes required by governmental authorities having jurisdiction over the Joint Use Areas), provided however, that Landlord may, at any time during the Term of this Lease, construct a parking deck in the Protected Area in its sole discretion (the "Protected Area"), more particularly shown on the Site Plan.** In the event Landlord elects to construct a parking deck in the Protected Area, Landlord agrees to provide Tenant with ninety (90) days advance written notice and Landlord agrees that it will not perform construction of said parking deck during the months of November or December.

(b) Tenant releases Landlord and Landlord's contractor from any claim for damages against Landlord or Landlord's contractor for any delay in the date on which the Leased Premises shall be ready for delivery to Tenant. Notwithstanding the foregoing, if within ~~24~~**30** months following the {FOR THIS LEASE ONLY AT NATICK} **Acquisition Date** ~~Effective Date~~, the Leased Premises has not been delivered to Tenant by Landlord, this Lease may be terminated by either party by notifying the other in writing, within 30 days thereafter. Tenant releases Landlord and Landlord's contractor from any claim for damages against Landlord or Landlord's contractor for any delay in the date on which the Leased Premises shall be ready for delivery to Tenant.

In the event of such a termination, ~~either~~ **neither** party shall have any further rights or obligations under this Lease, except for Landlord's Reimbursement Obligation specified in Reference Provision 1.42 hereof.

(c) Landlord agrees to perform its construction work ("Landlord's Work") in the Leased Premises substantially in accordance with **Exhibit L-W and** Exhibit C, and Landlord shell plans as reviewed and approved by Tenant, Landlord shell plans as reviewed and approved by Tenant shall prevail and control. **Subject to delays caused solely by Tenant or events of Force Majeure,** Landlord agrees to ~~commence~~ **substantially complete** Landlord's Work within ~~30 days after~~ the later **to occur** of (i) **210 days following the expiration of all site plan approval appeal periods, and (ii) 180 days following Landlord's receipt of its building permit** ~~Landlord's receipt of Final Site Plan Approval from necessary governmental authorities ("Final Site Plan Approval") and receipt of its building permit covering Landlord's Work~~, and ~~(ii)~~ **(iii)** upon waiver by Tenant of all conditions for Tenant's benefit under this Lease, **and (iv) satisfaction or waiver by Landlord of all Conditions to Landlord's Obligations. If Tenant is prevented from beginning construction in the Leased Premises by the Beginning Work Date because of the failure of Landlord to deliver possession of the Leased Premises to Tenant, the Beginning Work Date, the Opening Date and the Rental Commencement Date shall be extended by 1 working day for each working day that Tenant is prevented.**

(d) Approval of the plans and specifications shall not create any responsibility for the approving party for their accuracy, sufficiency or compliance with laws or governmental rules and regulations. Each party shall be solely responsible for their respective plans and specifications. Landlord and Tenant agree not to begin their respective Work until the other party has approved the plans and specifications.

(e) Tenant agrees that it will, at its own cost and expense, but after completion by Landlord of Landlord's Work, **complete** the construction and finish out of a **first class** Dave & Buster's substantially similar to its latest proto-type, Tenant's Work shall be completed per ~~Exhibit C and~~ plans and specifications which will be mutually approved, in writing, by Tenant and Landlord, which approval shall not be unreasonably withheld. Tenant shall provide to Landlord a ~~fully~~ **full** copy of its final plans and specifications ("Tenant's Work"). Tenant's acceptance of the Leased Premises and its construction work shall be performed in accordance with Tenant's plans and specifications which have been approved by Landlord as provided herein ~~and the provisions of Exhibit C hereof~~ which is incorporated herein by reference. **In the event of a discrepancy between the plans, approved or otherwise, and the responsibilities outlined in this Lease, the final Landlord approved plans shall prevail and control. The parties are aware that a staging area will be required in the proximity of the access to the Leased**

Premises and Landlord and Tenant agree that at the time of construction, to mutually agree on the location of a staging area. ~~Tenant shall use the area identified as Staging Area on the Site Plan attached as Exhibit B for Tenant's reasonable construction requirements as construction staging area ("Staging Area").~~

The plans and specifications for the construction of the improvements shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, provided that the improvements shall be of a class, design, exterior appearance and quality which are consistent and compatible with those employed by Landlord in the construction of the Shopping Center which is adjacent to the Leased Premises. Tenant shall prepare and deliver to Landlord the plans and specifications for the construction of the improvements which shall be based on ~~the Prototypical Plans and Specifications~~ Tenant's prototypical plans and specifications. After obtaining such approval, the plans and specifications shall not be changed without the Landlord's approval except for (i) changes required by governmental authorities having jurisdiction over the Leased Premises, and (ii) interior non-structural changes, and (iii) minor, immaterial adjustments occurring during construction, which do not affect the integrity or functionality of the Leased Premises.

Subject to any delays caused by Landlord or force majeure, Tenant shall begin Tenant's Work on the Beginning Work Date specified in the Reference Provisions, proceed with it diligently and complete it in strict accordance with the Landlord approved Tenant final plans and specifications ~~Exhibit C~~. Upon completion of Tenant's Work Tenant shall provide a certificate furnished by or otherwise satisfactory to Landlord from Tenant or Tenant's contractor stating that no asbestos-containing materials or other Hazardous Materials as defined in ARTICLE 15 were used in the construction of the Leased Premises except for those Hazardous Materials customarily used in the construction of commercial buildings used for an Entertainment/Food Use ("Customary Hazardous Materials"), all of which were used in full compliance with all applicable "Environmental Laws" (defined as all laws, regulations, permits, common laws and orders and requirements of governmental authorities which relate to the environment, health, safety and/or natural resources). Tenant shall complete the installation of fixtures, trade fixtures, improvements, equipment, stock and inventory prior to the Opening Date.

The parties agree that Tenant's initial construction work shall be pursuant to Tenant's Landlord approved final plans and specifications and in the event of any future reconstruction and or future renovation of the Leased Premises pursuant to this Lease such work shall be performed in accordance with Exhibit C.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, BUT SUBJECT TO FORCE MAJEURE, TENANT IS REQUIRED TO OPEN FOR BUSINESS TO THE PUBLIC IN THE LEASED PREMISES FOR AT LEAST ONE DAY ON THE OPENING DATE SPECIFIED IN THE REFERENCE PROVISIONS {THE FOLLOWING IS STRICKEN FOR THIS LEASE ONLY AT NATICK WEST} AND CONTINUOUSLY OPERATE ITS BUSINESS AS A FULLY STOCKED AND STAFFED DAVE & BUSTER'S FOR THREE (3) YEARS THEREAFTER ("Operating Covenant").

Subject to any delays caused by Landlord or Force Majeure, if Tenant does not begin Tenant's Work by the 31st day after the Beginning Work Date, Landlord shall have the right to terminate this Lease by notifying Tenant in writing after sixty (60) days' notice and opportunity to cure given by Landlord to Tenant."

ARTICLE 3 - Rental Commencement Date

The rental payments shall begin to accrue on the Rental Commencement Date (as defined in Reference Provision 1.05 hereinafter defined)

The "Rental Commencement Date" shall be the date that is the earlier to occur of (i) the date on which Tenant shall open the Leased Premises for business to the public, or (ii) two hundred ten(210) days after the later of (a) delivery of possession of the Leased Premises to Tenant, or (b) the date on which the Tenant has waived or is satisfied with the contingencies set forth in Reference Provision 1.41.

ARTICLE 4 - Rental

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

(a) MINIMUM ANNUAL RENTAL: The Minimum Annual Rental shall be payable in 12 equal monthly installments in advance, upon the 1st day of each and every month during the periods of time specified in the Reference Provisions. If the Rental Commencement Date is other than the first day of a month, the Net Sales during the first partial month shall be added to the Net Sales of the next month.

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

"Prime Rate" wherever it appears in the Lease means the prime rate (or base rate) reported in the Money Rates column or section of The Wall Street Journal as being the base rate on corporate loans at large U.S. money center commercial banks (whether or not that rate has been charged by any bank). If The Wall Street Journal ceases publication of the prime rate, Prime Rate shall mean the highest rate charged by Chase (or its successor) on short term unsecured loans to its most creditworthy large corporate borrowers. If The Wall Street Journal (i) publishes more than one prime rate or base rate, the higher or highest of the rates shall apply, or (ii) publishes a retraction or correction of that rate, the rate reported in that retraction or correction shall apply.

(b) PERCENTAGE RENTAL: Tenant shall pay Landlord as "Percentage Rental" at the times and in the manner provided below, an amount equal to the Percentage Rate of all Net Sales (defined in ARTICLE 5) in excess of the Annual Sales Base for the ~~calendar year~~ **applicable periods** specified in the Reference Provisions.

Subject to reduction as provided in ARTICLE 2 and ARTICLE 7 of this Lease ~~,~~:

Percentage Rental shall be paid by Tenant within ninety (90) days after the end of each **Partial** Lease Year ~~However, if during any month of a~~ **or full** Lease Year, ~~Tenant's Net Sales for that Lease Year exceed the Annual Sales Base, Tenant shall pay Percentage Rental by the twentieth (20th) day of each month after the month in which such Annual Sales Base is exceeded, subject to Tenant's right of reduction and recapture as provided in ARTICLE 2 and ARTICLE 7 of this Lease. Tenant shall pay to Landlord the Percentage Rental applicable to that portion of the Net Sales from the prior month which when added to Net Sales for the total Lease Year to date are in excess of the Annual Sales Base and shall continue to make such payments of Percentage Rental for each month thereafter during the applicable Lease Year, subject to adjustment or recapture as provided in ARTICLE 2 and ARTICLE 7 of this Lease. Within twenty (20) days after the end of each calendar month, Tenant shall provide a statement of Net Sales for such month or period, as the case may be. Within ninety (90) days after the end of each Lease Year, Tenant shall deliver to Landlord a statement signed by a financial officer of Tenant authorized and responsible for such matters~~ **In addition, within ninety (90) days after the end of each Lease Year, Tenant shall deliver to Landlord a statement** setting forth the Net Sales for that Lease Year~~, the amounts recaptured from Percentage Rental and any under payments or over payments of Percentage Rental shall be adjusted and then paid to the entitled party within fifteen (15) days after the statement is delivered~~ **together with the payment of Percentage Rental. If the Term expires or is terminated on a date other than the last day of a Lease Year, then a like statement for the Partial Lease Year in which expiration or termination occurs shall be delivered within 30 days after expiration or termination. In addition, within 45 days after Landlord's request therefor, made no more than two (2) times in any Lease Year or more than one (1) time in any Partial Lease Year, Tenant agrees to deliver to Landlord a statement of the Net Sales for the then prior quarter.**

(c) In addition to Minimum Annual Rental, Tenant shall pay, as additional rental, all sums of money required to be paid pursuant to ARTICLE 4(b) (Percentage Rental), ARTICLE 7 (Taxes), 16 (Environmental Services), 17 (Joint Use Areas and Operating Expenses), and all other sums of money or charges required to be paid by Tenant under this Lease (collectively referred to in this Lease as "additional rental"). All amounts shall be paid to Landlord's Payment Address as shown in Reference Provision 1.10. If the amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as additional rental with the next installment of Minimum Annual Rental falling due, but nothing in this Lease shall be deemed to suspend or delay the payment of any amount of money or charge at the time it becomes due and payable or to limit any other remedy of Landlord. All amounts of Minimum Annual Rental and additional rental payable in a given month (also collectively referred to in this Lease as "rent" or "rental") shall be deemed to be a single rental obligation, and shall survive the expiration of the Term or the earlier termination of this Lease.

ARTICLE 5 - Definition of Net Sales

(a) The term "Net Sales" as used herein means (but subject to the exclusions set forth below) the total amount charged by Tenant or anyone on Tenant's behalf and sales or rentals of permitted licensees and concessionaires of Tenant in connection with any and all sales of food, beverages, goods, articles and any other merchandise or service to patrons and customers, made or rendered on, in or from the Leased Premises (whether or not through a private club or function), or for offsite catering originating at the Leased Premises, and sales, wherever made, including telephone sales of merchandise stored on the Leased Premises, or merchandise shipped from other locations on order taken in or through the Leased Premises, either personally or by telephone or in writing, or by persons reporting to

the Leased Premises, whether or not such amounts shall be for cash or on credit (including interest, finance charges or insurance payments to be paid by the customer to Tenant because of a charge, credit, or deferred payment sale), whether paid or unpaid, collected or uncollected, including, without limiting the generality of the foregoing but subject to the exclusions set forth below, all proceeds from private parties, catering, all automatic or coin-operated vending, weighing, toy rides, games, and any other machines or devices, including telephones, lottery tickets, or other dispensing or sanitary facilities as shall be permitted in the Leased Premises, whether or not owned or operated by Tenant, except those which are operated for the sole benefit and enjoyment of Tenant's employees. There shall be deducted from Net Sales that part of the sales price of merchandise which is paid for by the trade-in or trade-up of other merchandise of the customer (although the proceeds from the subsequent sale of such trade-in merchandise shall be included in Net Sales hereunder).

(b) The following shall be excluded from "Net Sales":

(i) Sales at a discount to employees of Tenant, subtenants, licensees and concessionaires; sums received as charges for delivery to customers for products sold from the Leased Premises by Tenant or by any subtenant, licensee or concessionaire; sales from vending machines and telephone revenues used solely for employee purposes; revenues retained or charges collected by third parties from public telephones located in the Leased Premises and any revenues or charges associated with so-called "automatic teller machines" ("ATM") or other financial services extended by a financial institution or credit issuer from the Leased Premises to customers;

(ii) All sums representing so-called sales, value added and similar taxes collected directly from customers and paid to governmental agencies, based upon present and future laws of the federal, state or local government and collected by Tenant or by any subtenant, licensee or concessionaire in the operation of its business on the Leased Premises, and any other tax, excise or duty which is levied or assessed against or collected by Tenant or by any subtenant, licensee or concessionaire for and paid to any federal, state, municipal, or local authority based on sales of specific merchandise or services sold on, or the privilege or license to sell or distribute specific merchandise or services from the Leased Premises;

(iii) The transfer of merchandise by Tenant, a subsidiary or affiliate of Tenant or a subtenant, a licensee or a concessionaire from the Leased Premises to another store or a place of business owned or operated by Tenant, or a subsidiary or affiliate of Tenant or by a subtenant, a licensee or a concessionaire made for the convenient operation of Tenant's business shall not constitute a sale, unless such transfer is made for the purpose of avoiding the payment of Percentage Rental hereunder; catalog or similar sales placed off the Leased Premises through an off-the-Leased Premises central receiving station (but not including so-called "take-out" orders) provided catalog sales made directly from the Leased Premises but filled outside the Leased Premises will be excluded;

(iv) Proceeds from the sale of gift certificates or similar vouchers, provided, however, that when redeemed for merchandise at the Leased Premises the retail price of the goods allocable to such redemption shall be included in Net Sales;

(v) Donations or sales at discount of merchandise to non-profit charitable and religious institutions;

(vi) Cash or credit refunds, exchanges and/or redemptions to or with customers on transactions otherwise included in Net Sales;

(vii) Sales of fixtures, machinery, games and equipment or other property after use in Tenant's, a subtenant's, a licensee's or a concessionaire's business;

(viii) Service charges, finance charges, interest and other such charges imposed by credit card companies for their services;

(ix) Proceeds from and gratuities with respect to parking or transportation services, whether or not such services are provided at, to or from the Leased Premises;

(x) Promotional, test or other "free plays" or slugs;

(xi) Revenues from charity or "benefit" events provided at cost to the extent Tenant does not profit therefrom but only to the extent such sales are less than two percent (2%) of Net Sales for each Lease Year;

(xii) The amount of any gratuities given by patrons to employees of Tenant, or employees of any permitted subtenant, contractor, agent, licensee or concessionaire of Tenant;

(xiii) The value of food and beverages for employees for which no billing is presented for payment to the recipients;

(xiv) Rentals and other fees from licenses, concessions, assignments and sublettings, the net sales of which are included in Net Sales; otherwise the actual rental or fees shall be included;

(xv) The amount of bad debts to the extent that a deduction is taken and allowed on Tenant's federal income tax return for the applicable Lease Year not to exceed two percent (2%) of Net Sales for each Lease Year;

(xvi) So-called "cover" or "door" charges, to the extent "dedicated" for professional entertainment but only if such "cover" or "door" charges with respect to any particular event result in no profit to Tenant; if Tenant profits from the receipt of such charges, then the entire amount of such charges with respect to the particular event shall be included in Net Sales or gratuities to entertainers;

(xvii) The cost to Tenant of Tenant's prizes and other gifts and "premiums" awarded or given to patrons at the Leased Premises, either for promotional purposes or as the result of skillful or successful play of Tenant's amusements, may be deducted and offset by Tenant against Net Sales;

(xviii) Parking charges or cover charges to the extent reimbursed or redeemed, in whole or in part, by Tenant; and

Membership fees, dues, sales and other income earned or received in connection with the private membership club created by Tenant to facilitate the sale of alcoholic beverages.

ARTICLE 6 - Records and Audits

Tenant agrees to accurately record all sales in accordance with generally accepted accounting practices (showing all of its sales separately from its other stores), and to maintain sufficient original records which accurately summarize all transactions relating to the Leased Premises (including the sales of any subtenant, licensee or concessionaire). Original records shall include but not be limited to: sales documents, sequentially numbered tapes and readout totals of cash registers or point of sale devices, sales returns and allowance detail, cash receipts, payroll journals, accounts receivable, disbursement journals, bank statements, deposit slips, inventory records, purchase orders, receiving records, sales journals or daily sales reports, orders accepted by means of electronic, telephonic, video, computer or another electronic or other technology based system, state sales and use tax returns (and all documentation used to prepare the returns), and a complete general ledger. Documentation of specific sales exclusions shall also be maintained. Records shall be preserved (properly totaled) by Tenant either (i) at the Leased Premises or (ii) at the home or regional offices of Tenant (provided Landlord shall be notified in writing of the address at which the records are maintained) and made available to Landlord at the Leased Premises or the offices, upon demand, for a period of at least 3 years after the year in which the sales occurred (however, if any audit is begun by Landlord or if there is a dispute regarding Tenant's Net Sales, Tenant's records shall be retained by Tenant until a final resolution of the audit or dispute). The receipt by Landlord of a statement of Net Sales or Percentage Rental shall not constitute an admission of its correctness. Tenant agrees to deliver to Landlord ~~a quarterly statement of each month's sales on or before the 15th day following each quarter, and~~ by March 31st of each year of the Term an annual statement certified by a Certified Public Accountant or by a financial officer, owner or partner of Tenant, of the Net Sales made during the preceding year. If the Term expires or is terminated on a date other than December 31, then a like statement for the partial calendar year in which expiration or termination occurs shall be delivered within 30 days after expiration or termination.

ARTICLE 7 – Taxes

.(i) **Property Taxes are defined as** ~~Effective upon the Rental Commencement Date, Tenant shall pay, without deduction or set-off of any kind except as otherwise provided in the Lease, its proportionate share of~~ all real property taxes and assessments which may be levied or assessed against ~~the retail portion of the Shopping Center~~ **the tax parcels currently identified as 24-00001018_ (collectively the "Tax Parcel") as such Tax Parcel numbers shall be modified or amended in the future and as identified on the Tax Parcel Map attached to this Lease as Exhibit T** during the Term by any lawful authority for each calendar year including, without limitation, all Impositions as defined below in this subpart (a)(i) and the cost of any contest, review or negotiation of an assessment by Landlord to the extent of any reduction in Impositions,, as described in (e) below (collectively "Property Taxes").

Property Taxes shall include any form of tax or assessment, or similar imposition ("Impositions") imposed by any governmental authority or political subdivision having jurisdiction, or any school, agricultural, lighting, drainage, management, roadway, water, levee, utility or other improvement or special assessment district, on any interest of Landlord or Tenant in the Leased Premises, the Shopping Center or the underlying realty. The Impositions shall include but not be limited to: (aa) any partial or total substitute impositions for real property taxes; (bb) any impositions imposed upon owners of real estate (including any water and sewer tax assessment) rather than upon persons generally, as well as any tax which may become a lien on the land, buildings or other improvements in the Shopping Center, or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Leased Premises; (cc) any Impositions upon this Lease or any document to which Tenant is a party creating or transferring an interest or an estate in the Leased Premises, and (dd) any impositions for offsite property or facilities that provide an easement required to be maintained for the benefit of or that serves the Shopping Center.

(ii) Tenant's proportionate share of Property Taxes shall be a fraction, the numerator of which shall be the number of square feet of floor area in the Leased Premises and the denominator of which shall be the total number of square feet of gross leasable floor area of all buildings located on in the main mall building(s) (as determined by

Landlord in its sole discretion; hereafter "Main Mall Building ~~(s)"~~) of the Tax Parcel ~~(s)~~ which are occupied or producing rent, including the Leased Premises, determined as of August 1 of each year (exclusive of the building areas utilized for non-retail exhibits; recreational purposes, including, without limitation, ice rinks; space operated for a not-for-profit purpose, including, without limitation, museums; collectively, the "Excluded Areas"]).

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

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

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

(e) {FOR THIS LEASE ONLY AT NATICK WEST} Notwithstanding anything herein to the contrary, effective upon the Rental Commencement Date, and continuing until the expiration of the first Lease Year and Partial Lease Year stated in Reference Provision 1.23, Tenant shall pay, without deduction or set-off of any kind (except as otherwise expressly set forth herein), the Property Taxes Payment specified in Reference Provision 1.23. Thereafter and through the expiration of the Term and any Option Term duly exercised by Tenant, Tenant shall pay its proportionate share of Property Taxes pursuant to this Article 7 of the Lease.

~~Section 7.01 Creation of Separate Tax Parcel. Landlord and Tenant will cooperate with each other in seeking to have the Leased Premises separately assessed, and Landlord will join with Tenant in any application that is reasonably necessary for Tenant to make to the taxing authorities to have the Leased Premises separately assessed. If the Leased Premises is separately assessed, then Landlord shall pay or cause to be paid all Property Taxes (hereinafter defined) applicable to the Leased Premises payable with respect to any period before the Rental Commencement Date, and in respect to any period partially within and partially outside the Term, a pro rata share of the Property Taxes applicable to the Leased Premises allocable to the portion of such period occurring outside the Term.~~

~~Tenant shall pay or cause to be paid all Property Taxes applicable to the Leased Premises payable with respect to all periods from and after the Rental Commencement Date, and in respect to any period partially within and partially outside the Term, a pro rata share of the Property Taxes applicable to the Leased Premises allocable to the portion of such period occurring within the Term. Each party shall deliver to the other a copy or copies of a receipted tax bill or bills showing payment of the Property Taxes that such party is required to pay and discharge under the provisions of this Article 7 within 30 days after the other party shall have requested the same, or within 30 days after the last day upon which such tax is due and payable without penalty, whichever is later. If Tenant, in good faith, shall desire to contest the validity or amount of any Property Taxes to be paid by Tenant, and shall notify Landlord of Tenant's intention to contest the same, Tenant shall not (unless applicable law shall require payment as a condition precedent to the contest or to stay enforcement of collection proceedings for such contested Property Taxes) be required to~~

~~pay, discharge or remove any lien for such Property Taxes so long as Tenant shall, in good faith, at Tenant's own expense, diligently contest the same or the validity thereof by appropriate proceedings. Such delay by Tenant in paying the same until final determination of such disputed matter shall not be deemed a default in the conditions of this Lease, provided Tenant shall at all times effectually stay or prevent an official or judicial sale of the Leased Premises for such non-payment under execution or otherwise, and pay any final judgment enforcing the Property Taxes so contested, and thereafter promptly furnish Landlord evidence of satisfaction of such judgment.~~

~~If the separate tax parcel for the Leased Premises does not include sufficient parking for the Leased Premises to self-park by code, then Tenant shall also pay to Landlord Tenant's proportionate share of Property Taxes associated to the parking on the Shopping Center, to the extent such taxes are not in included in Operating Expenses.~~

~~e) Payment of Separately Assessed Taxes~~

~~(i) Payments by Landlord. If the Leased Premises are separately assessed, Landlord shall pay or cause to be paid all Property Taxes applicable to the Leased Premises payable with respect to any period before the Rental Commencement Date, and in respect to any period partially within and partially outside the Term, a pro rata share of the Property Taxes applicable to the Leased Premises allocable to the portion of such period occurring outside the Term.~~

~~(ii) Payments by Tenant. If the Leased Premises are separately assessed, Tenant shall pay or cause to be paid all Property Taxes minus the Tax Base applicable to the Leased Premises payable with respect to all periods from and after the Rental Commencement Date, and in respect to any period partially within and partially outside the Term, a pro rata share of the Property Taxes minus the Tax Base applicable to the Leased Premises allocable to the portion of such period occurring within the Term.~~

~~(iii) Evidence of Payment. Each party shall deliver to the other a copy or copies of a receipted tax bill or bills showing payment of the Impositions that such party is required to pay and discharge under the provisions of this Section ARTICLE 7.02 within 30 days after the other party shall have requested the same, or within 30 days after the last day upon which such tax is due and payable without penalty, whichever is later.~~

~~(iv) Contesting Separately Assessed Taxes. If the Leased Premises are separately assessed, and if Tenant, in good faith, shall desire to contest the validity or amount of any Impositions to be paid by Tenant, and shall notify Landlord of Tenant's intention to contest the same, Tenant shall not (unless applicable law shall require payment as a condition precedent to the contest or to stay enforcement of collection proceedings for such contested Impositions) be required to pay, discharge or remove any lien for such Impositions so long as Tenant shall, in good faith, at Tenant's own expense, diligently contest the same or the validity thereof by appropriate proceedings. Such delay by Tenant in paying the same until final determination of such disputed matter shall not be deemed a default in the conditions of this Lease, provided Tenant shall at all times effectually stay or prevent an official or judicial sale of the Leased Premises for such non-payment under execution or otherwise, and pay any final judgment enforcing the Property Taxes so contested, and thereafter promptly furnish Landlord evidence of satisfaction of such judgment.~~

ARTICLE 8 - Subordination and Attornment

(a) Tenant's rights shall be subordinate to the interest of any ground lessor and to the lien of any mortgage or deed of trust in force or later placed against the Shopping Center, upon any building placed later upon the Shopping Center and to all advances made upon the security thereof, provided that, the ground lessor or the mortgagee or beneficiary named in the mortgage or trust deed and subject to appropriate provisions for non-disturbance to the extent that Tenant is not in default under the Lease, **and** Tenant agrees to attorn to Lender or any purchaser at a sale by foreclosure or power of sale. **Tenant agrees to confirm the subordination and attornment provisions of this ARTICLE 8 by executing a subordination, non-disturbance and attornment agreement in the form of the Approved SNDA attached hereto as Exhibit S and deliver four (4) Tenant executed originals of the Approved SNDA to Landlord contemporaneously with Tenant's execution and delivery of this Lease.** Any mortgagee or beneficiary of Landlord may, at its option, subordinate its mortgage or trust deed to this Lease.

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

ARTICLE 9 - Additional Construction

Landlord also reserves the right at any time to construct other buildings, structures or improvements including, but not limited to, surface, elevated or double-deck parking facilities and to erect temporary scaffolds and other aids to construction, except within the Protected Area.

ARTICLE 10 - Condition of Leased Premises

Tenant's taking possession of the Leased Premises shall be conclusive evidence of Tenant's acceptance of the Leased Premises in good order and satisfactory condition and "as-is", including patent and latent defects of which Landlord is not notified within one (1) year from the Beginning Work Date **(i.e. Tenant shall have a period of one (1) year from the Beginning Work Date to notify the Landlord of any deficiencies or defects in the Leased Premises). Subject to Article 15(e)below,** Tenant agrees that no representations about the condition of the Leased Premises, nor promises to decorate, alter, repair or improve the Leased Premises have been made by Landlord or its agents to Tenant. Tenant also agrees that no representations have been made to Tenant that any other tenants will lease space in the Shopping Center nor have any promises been made that Tenant has the exclusive right to sell any merchandise, goods or services, except as otherwise set forth herein. Tenant hereby waives any implied warranties, including but not limited to fitness, suitability and habitability.

ARTICLE 11 - Repairs and Maintenance

(a) Landlord shall be responsible for structural repairs to the Leased Premises, as well as all building structural components **(both interior** and **exterior) and** maintenance of the exterior walls (excluding Tenant's exterior façade and signage), roof, and roof membrane. Landlord shall not be liable to Tenant for any damage to merchandise, trade fixtures or personal property of Tenant in the Leased Premises, including without limitation damage by water leakage, seepage, water discharge from a sprinkler system or water damage caused by leakage from other occupants. Beginning on the ~~Commencement~~ **date that Tenant takes possession of the Leased Premises,** Tenant shall be liable for the repairs, replacements and maintenance of the Leased Premises, except those for which Landlord is responsible under this ARTICLE 11. Tenant shall keep the Leased Premises in good order and repair, clean, sanitary and safe and shall notify Landlord, in writing, prior to beginning any repair affecting the Joint Use Areas or the exterior of the Leased Premises (excluding Tenant's trade dress, façade treatments, or exterior painting which shall be Tenant's obligation). The notice shall specify the repair work to be performed. Tenant's repairs, replacements and maintenance obligations shall include, but not be limited to, its heating and cooling equipment; other equipment; fixtures; improvements; floor covering; plumbing and sewage facilities**, and fire suppression systems, exterior façade of the Leased Premises** which are not Landlord's obligation; walls; ceilings; and plate glass. Tenant shall be solely responsible for maintenance and repair costs related to the Leased Premises. Landlord agrees to assign any construction warranties for any of Landlord's Work which is required by Tenant to be maintained hereunder. Tenant agrees to keep the interior of the Leased Premises in a clean and sightly appearance. If Tenant refuses or neglects to make repairs or maintain the Leased Premises, in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant thirty (30) days prior written notice, to make the repairs or perform the maintenance on behalf of Tenant. Tenant shall reimburse Landlord within thirty (30) days receipt of a bill and copies of the appropriate invoices marked paid. Tenant agrees to maintain the interior and storefront of the Leased Premises in a first class condition throughout the term of the Lease. Landlord has no obligation to do work which Landlord is not expressly required to perform under this Lease or which, under this Lease, Tenant is required to perform. The performance of that work by Landlord shall not constitute a waiver of Tenant's default.

(b) At Landlord's sole cost and expense, Landlord shall keep or cause to be kept in good order, repair and condition, and to replace if so required, throughout the Term the following: (i) the foundations of the Leased Premises (ii) the structural components of the Leased Premises, (i) the exterior of the Shopping Center; (ii) the signage of the Shopping Center **(specifically excluding Tenant's building signage and trade dress which shall be Tenant's obligation)**; (iii) the roof of the Leased Premises (inclusive of the roof membrane in a watertight condition); (iv) the floor slab of the Leased Premises; (v) the exterior walls of the Leased Premises; (vi) exposed and unexposed utility lines, within or without the Leased Premises not exclusively serving the Leased Premises; **and** (vii) plumbing, electrical, water, sewerage and other utility lines serving the Leased Premises and located outside of the Leased Premises and the plumbing, electrical, water, sewerage and other utility lines within the Leased Premises that do not exclusively serve the Leased Premises.~~; and (x) any patent or latent defects discovered in the Leased Premises.~~ The provisions of this ~~Section~~ **ARTICLE 8** shall not apply in the case of damage or destruction by fire or other casualty or by eminent domain, in which event the obligations of Landlord shall be controlled by ARTICLES 18 and 27 of this Lease. ~~Landlord shall, at its sole cost and expense, insure that~~ **the rooftop units only of the** ~~all heating, ventilating, and air conditioning equipment serving the Leased Premises (the "HVAC Equipment") is in good operating order and condition on the Commencement~~ **date Tenant takes possession of the Leased Premises, for a period of one (1) year thereafter,** ~~and~~

Tenant shall ~~thereafter~~ fully maintain and repair the HVAC ~~Equipment~~ and all other heating, and air conditioning equipment serving the Leased Premises ~~(other than~~ including replacing filters ~~which shall be Tenant's responsibility) for a period of one (1) year following the Commencement Date~~. Landlord hereby assigns to Tenant (to the extent assignable) all warranties, if any, received by Landlord from contractors, subcontractors, suppliers, manufacturers, and for material for construction of that portion of the Leased Premises which is the Landlord's Work but which will be Tenant's maintenance responsibility; alternatively, Landlord shall allow Tenant to enforce such warranties, if any, in Landlord's name at no cost or liability to Landlord.

(c) Notwithstanding the foregoing, if any utility service to the Leased Premises is interrupted or discontinued as a result of Landlord's (or its employees', agents' or contractors') gross negligence or willful misconduct (an "Interruption Condition"), and (i) solely as a result thereof Tenant is unable to conduct Tenant's Permitted Use in all of the Leased Premises and Tenant actually ceases to use all or a material portion of the Leased Premises, (ii) Tenant provides written notice of such Interruption Condition to Landlord, and (iii) such Interruption Condition continues unremedied for more than seventy-two (72) consecutive hours after the date that Landlord shall have received written notice of such Interruption Condition from Tenant, then, as Tenant's sole remedy hereunder, the Minimum Annual Rental shall be abated (fully in the event Tenant ceases to use all of the Leased Premises or proportionately based on the square footage of the material portion of the Leased Premises which is unusable based on the Interruption Condition) commencing on the first day after such seventy-two (72) hour period until the earlier of the date that (A) Landlord notifies Tenant that the Interruption Condition is remedied (and such is, in fact, the case), or (B) Tenant is again able to use substantially all material portions of Leased Premises.

ARTICLE 12 - Alterations

(a) Tenant shall not make any structural, or exterior, major interior or mechanical alterations to the Leased Premises without obtaining the written consent of Landlord. Tenant shall not interfere with any work in the Shopping Center, as long as such work does not cause the closing, interruption or impairment of Tenant's normal conduct of business. All alterations, additions, improvements and Tenant's Work (other than Tenant's fixtures, furniture equipment, trade fixtures, marks, signs and any items identifiable with Tenant by color, mark or otherwise, shall become, upon expiration of the Term, or the earlier termination of this Lease, the property of Landlord without any payment by Landlord. All such work by Tenant shall be made under the supervision of a competent architect or competent licensed structural engineer and shall be in accordance with plans and specifications approved in writing by Landlord before the start of the work. Landlord's approval of Tenant's plans and specifications shall not create a responsibility or liability of Landlord for their accuracy, sufficiency or compliance with laws or governmental rules and regulations. The work shall be in accordance with necessary governmental approvals and permits. Tenant shall obtain approvals and permits at its sole expense. The work shall be done in a good and workmanlike manner and diligently prosecuted to completion subject to force majeure. Tenant will perform any future renovation work within the Leased Premises in accordance with Exhibit C.

(b) Landlord agrees that Tenant may, at its own expense and upon prior written notice to Landlord, make non-structural, non-mechanical interior alterations and additions to the Leased Premises; provided (i) the value of the Leased Premises is not decreased, and (ii) that no alteration or addition costing in excess of $250,000.00 ~~75,000.00~~ in the aggregate in any calendar year may be made without Landlord's prior written approval, which shall not be unreasonably withheld or delayed. Tenant shall not make any alterations or additions to the storefront, exterior or roof of the Leased Premises without the prior approval of Landlord. Tenant shall not construct a mezzanine in the Leased Premises nor increase the size of ~~an~~ any existing mezzanine without the prior written approval of Landlord. In no event shall Tenant, even in the construction of a permitted alteration or addition hereunder, make any penetration through the roof of the Leased Premises without the prior approval of Landlord in writing. Tenant shall be liable for all damages resulting from a violation of this ARTICLE 12. All alterations and additions which require Landlord's approval according to this ARTICLE 12 shall be conducted under the supervision of a competent architect, store designer or licensed structural engineer pursuant to plans and specifications approved prior to construction by Landlord. All work done in making any alterations or additions shall conform to the construction standards of this Lease and its Exhibits. Upon the completion of any addition or alteration, Tenant shall file in the office of the County Recorder of the county in which the Shopping Center is located, a Notice of Completion as may be required by law. Upon the expiration of the term of this Lease or its

earlier termination, all additions and alterations shall be considered improvements and shall be surrendered with the Leased Premises. Tenant shall not impede access to the premises of any other tenant in the Shopping Center during construction of alterations or additions.

ARTICLE 13 - Fixtures and Personal Property

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

ARTICLE 14 - Liens

Tenant shall not permit a lien or claim **arising out of work done by or at the direction of Tenant** to attach to the Leased Premises and shall promptly cause the lien or claim to be released. If Tenant contests the lien or claim, Tenant shall indemnify Landlord and, if requested, deposit with Landlord a cash or surety bond in a form and with a company reasonably satisfactory to Landlord in an amount equal to 125% of the amount of the contested lien or claim. If Tenant shall fail to cause a lien to be discharged or bonded, within 20 days after being notified of the filing of the lien, in addition to any other right or remedy, Landlord may discharge the lien by paying the amount claimed to be due. The amount paid by Landlord, together with interest at the Interest Rate and all costs and expenses, including reasonable attorneys' fees incurred by Landlord, shall be due and payable by Tenant to Landlord as additional rental on the 1st day of the next following month. Tenant shall promptly give Landlord written notice of the recording of a lien against the Leased Premises or the Shopping Center arising out of work done by or at the direction of Tenant.

ARTICLE 15 - Laws and Ordinances

(a) **Subject to ARTICLE 15(g) below** Tenant shall comply with all laws, ordinances, codes, orders and regulations affecting the use, occupancy, cleanliness, and operation of the Leased Premises, which are in force now or later. Tenant shall comply with the regulations, requirements and recommendations of any insurance underwriter, inspection bureau or similar agency. Tenant shall ~~use reasonable efforts to~~ notify Landlord if Tenant has received notice of, or has knowledge of any condition or occurrence that might result in liability to Landlord. However, failure to notify will not be an event of default. Tenant shall give Landlord, upon Landlord's request, information regarding the environmental condition of the Leased Premises caused by Tenant so Landlord can determine if Landlord must comply with any rule, regulation, order, act, law or statute pertaining to the environmental condition of the Leased Premises or the Shopping Center, and for Landlord to accurately complete a form or otherwise provide information required under any rule, regulation, order, act, law or statute. Tenant shall permit Landlord to comply with those recommendations and requirements to the extent compliance does not unreasonably interfere with Tenant's use of the Leased Premises. In addition, Tenant agrees to comply, to the extent that the same may be applicable to the leased premises, with the standards and requirements of the Williams-Steiger Act (PL91-596), known as the "Occupational Safety and Health Act of 1970," notwithstanding the fact that Tenant may otherwise be exempted from the provisions of said Act.

(b) Tenant shall not: (i) permit an immoral practice in the Leased Premises (Tenant ~~Operating~~ **operating** for the Permitted Use shall not be considered "immoral"); (ii) use or allow the Leased Premises to be used or occupied in a manner that might invalidate or make inoperative an insurance policy carried on the Leased Premises or on property, buildings or improvements in the Shopping Center; (iii) keep, use or authorize in the Leased Premises inflammable fluids or explosives without the prior written permission of Landlord, or engage in hazardous activities; (iv) use the Leased Premises for a purpose which might create a nuisance; (v) deface or injure the Leased Premises or any portion of the Shopping Center; (vi) overload the floors; (vii) commit or suffer waste; (viii) install electrical equipment that overloads lines; or (ix) conduct any sampling, testing, or drilling to locate any Hazardous Material without Landlord's prior written approval, which approval shall not be unreasonably withheld. To the extent caused by Tenant failing to operate for the Permitted Use, Tenant shall, upon demand, reimburse Landlord for

extra premiums caused by Tenant's use or occupancy of the Leased Premises, whether or not Landlord has consented to the use and occupancy.

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

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

(e) Landlord shall deliver to Tenant, no later than ten (10) business days prior to Tenant's execution of this Lease, all Asbestos reports in the possession or control of Landlord regarding the Leased Premises~~, or any part of the Shopping Center, which relates to Hazardous Materials, the environment, health, safety and/or natural resources~~ ("Environmental Reports"), except that Landlord is not required to deliver any Environmental Reports which relate solely to asbestos never in, on, under or from the Leased Premises. Landlord represents that to the best of its knowledge: (i) there is no action, proceeding, claim, litigation, investigation, or information request pending or threatened regarding the Leased Premises or any part of the Shopping Center with respect to Hazardous Materials; (ii) there has been no release, spill or disposal of any Hazardous Materials, and there are no underground storage tanks in, on or under the Leased Premises; and (iii) no Hazardous Materials exist in the Joint Use Areas in violation of Environmental Laws; and in the event Landlord becomes aware of any such events or conditions during the Lease Term or any extended term, Landlord shall promptly notify Tenant of such in writing. Landlord and Tenant agree

that, in the performance of their respective work in the Leased Premises, they shall not use or install, or permit their contractors or subcontractors to use or install, Hazardous Materials except Hazardous Materials all of which shall be used and installed in full compliance with all applicable Environmental Laws. Should either party discover, during the Term hereof, or any extended term, materials in the Leased Premises which it suspects are Hazardous Materials not in full compliance with Environmental Laws, then that party shall notify the other. Landlord will then retain an environmental consultant to test for the presence of the suspected non-compliant Hazardous Material. If the presence of such a Hazardous Material is confirmed, Landlord will undertake such measures as it deems reasonably appropriate and necessary under the circumstances, or as may be required by Environmental Laws, to encapsulate, abate or remove and dispose of the Hazardous Material in compliance with applicable Environmental Laws. If such Hazardous Material was originally installed by Tenant, or its contractor or subcontractors, Tenant shall be liable for all costs of inspection, consultation, encapsulation, abatement, removal and/or disposal. If such Hazardous Material was originally installed by Landlord, its contractor or subcontractors, a third party other than Tenant, or its contractor or subcontractors, then Landlord will be liable for such costs (and, if Tenant is required to close the Leased Premises for business, or its business is materially impaired, due to such Hazardous Material or due to the encapsulation, abatement or removal work, Tenant will be entitled to an abatement of all rental and charges for any periods of closure or material impairment.) If such Hazardous Material was originally installed by Tenant and Tenant is required to close the Leased Premises for business during the period the encapsulation, abatement or removal work is performed, Tenant will not be entitled to any rental and charges abatement related thereto. Tenant will promptly reopen for business after the abatement or removal work has been completed. In the event any Hazardous Materials exist in the soil, sediments, water or groundwater in, on, under or from the Leased Premises in violation of Environmental ~~Law~~ **Laws** which were not caused or authorized by Tenant ("Center Hazardous Materials"), Landlord shall, at no cost to Tenant, remediate the Center Hazardous Materials to comply with all applicable Environmental Laws. If any Center Hazardous Materials, or the remediation of such, causes Tenant to close the Leased Premises for business, or materially impairs Tenant's business on the Leased Premises, Tenant shall be entitled to an abatement of all rental and charges for any periods of closure or material impairment. Notwithstanding anything herein to the contrary, Landlord shall remove and dispose of any Hazardous Material in the Leased Premises in compliance with applicable Environmental Laws prior to delivering possession thereof to Tenant.

(f) In the event any Hazardous Materials exist in, on, under, or from the Joint Use Areas in violation of Environmental Law which were not caused or authorized by Tenant ("Joint Use Areas Hazardous Materials"), Landlord shall not make any claim or bring any cause of action against Tenant related thereto.

(g) Notwithstanding anything herein to the contrary, in the event Tenant is required to make any structural repair or replacement ("Major Repair") in order to comply with any applicable law or regulation (including, the ADA), then, Landlord, at Landlord's cost and expense (but subject to reimbursement as set forth below) shall be responsible for same. Landlord shall deliver to Tenant a notice specifying (i) the cost incurred by Landlord to pay for same, (ii) the useful life of the item constructed by Landlord, which shall be based on GAAP, (iii) the monthly amount required to be paid by Tenant to reimburse Landlord for the cost of such item (the "Monthly Payment") which Monthly Payment shall including interest on the unpaid balance due at the prime rate of interest charged by the Bank of America or its success, and shall be paid monthly at the same time as when Monthly Base Rent is due from Tenant to Landlord, until the expiration of this Lease and shall be based on the cost of such item amortized on a straight-line basis over the useful life of such item. Promptly after receipt of such notice and Landlord's construction of such Major Repair, Tenant shall commence paying the Monthly Payment. Notwithstanding the foregoing, in the event Tenant makes Monthly Payments pursuant to the terms of this ARTICLE, and subsequent to the commencement of Tenant making such Monthly Payments, Tenant validly exercises an option to renew pursuant to Section 1.36 of the Reference Provisions, then, immediately after Tenant validly exercises such option, Tenant shall no longer be required to make Monthly Payments in connection with the particular Major Repair for which Tenant was making such Monthly Payments, and Tenant shall, within thirty (30) days after the date on which Tenant has validly exercised such option to extend, pay to Landlord the remaining amount paid by Landlord for such Major Repair.

ARTICLE 16 – Environmental Services

(a) Landlord shall provide the utilities in the type and quantities shown on the Dave & Buster's Utility Requirements schedule attached to this Lease to within 5 feet of the building site, as shown on the Landlord's shell plans as reviewed and approved by Tenant. Tenant shall pay for all utilities used in the Leased Premises during the Term. Landlord ~~Tenant~~ shall~~, if required by Landlord or applicable code,~~ provide and pay for ~~its own~~ **Tenant's** meters for ~~heat, air conditioning,~~ water, gas, electricity **(which at Landlord's option shall be submetered)** and all other utilities, and shall pay all water and sewage **hook-up and Tenant shall pay for all usage** charges (and all other charges for utilities used in the Leased Premises), rentals and taxes imposed by governmental authority or otherwise.

(b) Tenant, at Tenant's expense, shall maintain the heating, ventilation and air conditioning equipment which exclusively serve or are within the Leased Premises, provided, however, Landlord shall assign to Tenant any warranties Landlord has in connection therewith to Tenant, to the extent the same are assignable. Tenant shall upon request by Landlord supply Landlord with evidence satisfactory to Landlord that Tenant is fulfilling Tenant's obligations under ARTICLE 16 of the Lease to maintain the heating, ventilation and air conditioning equipment within the Leased Premises.

(c) Intentionally Omitted.

(d) Tenant agrees that garbage and refuse shall be kept in an adequate container so as not to be visible to the public, within the Leased Premises, for deposit in Tenant's trash container procured and maintained by Tenant at Tenant's cost and in the location designated on Tenant's final plans as reviewed and approved by Landlord. Tenant shall store soiled or dirty linen in approved fire rating organization metal containers with self-closing fusible link covers.

(e) During the Term, ~~Landlord~~ **Tenant** shall keep in good order and repair and shall maintain the sprinkler system in the Leased Premises, including checking, testing and servicing thereof, and shall make any necessary repairs to or replacements of such sprinkler system ~~except that~~ **and** Tenant shall pay any and all charges billed by Landlord in connection with all repairs and replacements thereto necessitated by any acts, omissions to act or negligence of Tenant or Tenant's agents, employees and contractors. All modifications to such sprinkler system that Tenant may desire shall be performed as provided in the Exhibits. Should the utility company furnishing water to the Shopping Center levy, assess or impose upon Landlord a sprinkler system backup charge, then Tenant shall pay to Landlord its proportionate share thereof, which shall be in an amount equal to the product obtained by multiplying said charge by a fraction, the numerator of which shall be the gross leasable area of the Leased Premises and the denominator of which shall be the gross leasable area in the Shopping Center served by such sprinkler system determined as of the date such charge is billed to Tenant; and shall be paid by Tenant within 10 days after billing by Landlord.

ARTICLE 17 - Joint Use Areas and Operating Expenses

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

(b) Landlord shall, subject to events beyond its reasonable control, maintain or cause to be maintained the Joint Use Areas in good order and repair. The Joint Use Areas and other facilities in and about the Shopping Center shall at all times be subject to the control and management of Landlord and other parties that Landlord may designate. Other than with respect to the Protected Area, Landlord shall have the right**, subject to ARTICLE 2 (A) above** at any time to redesignate, modify, alter, close, restrict, expand, reduce and change all of the Joint Use Areas. Landlord shall also have the right to permit entertainment events, the placement of kiosks, carts, advertising and other displays in the Joint Use Areas, and to convert the Joint Use Areas into retail areas. The activities and uses may be temporary or permanent.

(c) Operating Expenses shall consist of all expenditures relating to operating, managing, equipping, policing, protecting, lighting, repairing, cleaning, replacing and maintaining the Joint Use Areas in the same or improved condition as when originally installed, including any rental and lease payments paid for machinery and equipment used in the maintenance of the Joint Use Areas and the personnel costs to implement those services, compliance with statutes, laws, codes, rules and regulations, even if applicable after the Effective Date; maintaining parking spaces for employees, customers and other parties; music; maintenance of the roof; removal of snow, ice, rubbish, dirt and debris; garbage collection service; planting, replanting and replacing flowers and landscaping; costs and expenses of utilities including, but not limited to, maintaining lighting facilities and storm drainage and detention systems (whether on or off the Shopping Center); sewage treatment plant; domestic water wells, pumps, and similar facilities and equipment; heating and cooling the enclosed portion of the Shopping Center; pest extermination; the alarm service charge if a supervised fire sprinkler alarm system is installed; premiums for liability, property, damage, fire and rental interruption insurance (if carried by Landlord); the cost of the personnel reasonably required

to implement all of the foregoing, including the policing of the Joint Use Areas and the directing of traffic and parking of automobiles on the parking area; insurance aggregate allocations and losses borne by Landlord as a result of deductibles or self-insured retention limits carried by Landlord under an insurance policy or self insurance by Landlord; costs of adjusting an insured casualty; wages; unemployment, social security and personal property taxes; all other expenditures made for the use or benefit of the Joint Use Areas; direct or indirect costs of advertising, marketing and promotion of the Shopping Center as set forth in Article 37, including the cost of marketing and customer service personnel; and maintenance of the sprinkler grid in tenant spaces of the Shopping Center.

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

ARTICLE 18 - Damage to Leased Premises

(a) If the Leased Premises are damaged, destroyed or rendered partially untenantable by fire or other insured casualty, Landlord shall promptly repair and restore the Leased Premises ~~in accordance with Landlord's Work~~ (excluding wall covering, carpeting and draperies). From the date of the fire or casualty until the Leased Premises are repaired and restored, Minimum Annual Rental and additional rental, except for Tenant's share of taxes due under ARTICLE 7 and any additional rental due under ARTICLE 17, shall abate in the proportion that the part of the Leased Premises destroyed or rendered untenantable bears to the total Leased Premises. As long as Landlord has maintained the insurance required to be maintained hereunder, Landlord shall not be required to repair or restore the Leased Premises or any part of the Shopping Center as the result of an uninsured casualty. If 50% or more of ~~either~~ the Leased Premises ~~or the Shopping Center~~ is destroyed or rendered untenantable by fire or other casualty during the last 3 years of the Term (based upon the replacement cost compared with the market value of the improvements immediately prior to the fire or other casualty as shown by the certificate of Landlord's architect), either party shall have the right to terminate this Lease. In the event Landlord exercises the foregoing right to terminate the Lease, Tenant shall have a period of sixty (60) days from receipt of such termination notice in which to exercise its next renewal option, in which event, upon such exercise by Tenant, Landlord's termination notice shall be nullified and this Lease shall remain in full force and effect. The termination shall be effective on the date of casualty by Landlord or Tenant giving the other, within 90 days after the casualty, written notice of termination. If the notice is given within the 90 day period, this Lease shall terminate and Minimum Annual Rental and additional rental shall abate from the date of the casualty. Landlord shall promptly repay Tenant any rental paid in advance which had not been earned at the date of the casualty. If the notice is not given and Landlord is required or elects to repair or rebuild the Leased Premises, Tenant shall repair and replace its merchandise, signs, goods, trade fixtures, **leasehold improvements, inventory**, furnishings, equipment, furniture and other personal property to a condition at least equal to its condition prior to its damage or destruction and, if Tenant has closed, Tenant shall reopen for business on or before the one hundred fiftieth (150th) day after Landlord delivers the Leased Premises to Tenant.

(b) Except as set forth below, Landlord agrees that in the event of the damage or destruction of the Leased Premises, the Dave ~~and~~ & Buster's signage or any portion of the Shopping Center, the Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises, the Dave & Buster's signage and the portion of the Shopping Center as shown on the Site Plan (excluding all work comprising Tenant's Work and any other improvements made thereto by Tenant) to substantially the condition in which the same were immediately prior to such damage or destruction and Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if (i) the time to repair, restore, replace or rebuild is reasonably estimated by Landlord to exceed one (1) year from the date of such damage or destruction, (Landlord shall give Tenant notice of such fact as soon as practicable but no later than one-hundred twenty (120) days after the damage or destruction); or (ii) if Landlord does not complete such repairs, restoration, replacement or rebuilding in accordance with the terms of this Lease within five-hundred forty (540) days of such damage or destruction (although, if Landlord is proceeding with all due diligence, reasonable extensions shall be granted for delays caused by Force Majeure up to an additional ninety (90) days), then, Tenant may cancel and terminate this Lease effective on the thirtieth (30th) day after Tenant delivers written notice of termination to Landlord. Said notice of termination shall not be effective if Landlord within said thirty (30) day period shall complete and comply as aforesaid. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising. In all other cases, Landlord shall proceed to repair, restore, replace or rebuild within the required time and neither Landlord or Tenant shall be entitled to terminate this Lease.

(c) Notwithstanding anything to the contrary contained in this ARTICLE 18, if at the time of the occurrence of a fire or other casualty, neither Tenant nor any permitted assignee or subtenant is open for business in the Leased Premises (excepting temporary store closings for remodeling, alterations, restoration work or on account of Force Majeure or due to Tenant's subletting of the Leased Premises or assignment of its interest in this Lease pursuant to an executed agreement), Landlord may deliver to Tenant a notice in writing ("Landlord's Casualty Notice") stating that Landlord shall not restore the Leased Premises unless Tenant, its permitted assignee or subtenant, agrees to reopen a fully fixtured, staffed and stocked store for business in the Leased Premises following completion of such restoration. Landlord shall not be obligated to restore the Leased Premises in accordance with the provisions of this Article unless Tenant, on or before the expiration of thirty (30) days following receipt of the Landlord's Casualty Notice notifies Landlord in writing that Tenant or its permitted subtenant or assignee intends to reopen for business following completion of such restoration. In the event Tenant or its permitted subtenant or assignee does not elect to reopen for business, this Lease shall terminate as of the date of the Landlord's Casualty Notice and the parties shall be released from all liabilities and obligations under this Lease.

(d) In the event the Leased Premises or the Shopping Center have been destroyed or damaged and the Lease has not been canceled and Landlord has repaired, restored and/or rebuilt the Leased Premises and the Shopping Center as above provided, Tenant shall not be required to accept delivery or possession of the Leased Premises and re-commence paying rent until either Tenant opens for business (i.e., Grand Re-Opening) or all of the following shall have occurred:

(i) Tenant shall have received written notice from Landlord advising Tenant of the contemplated date of completion for the Leased Premises, and authorizing Tenant to enter the Leased Premises, for the purpose of restoration or rebuilding of the Tenant's Work and any other improvements made thereto by Tenant and installing its trade fixtures and equipment and storing merchandise, and Tenant shall recommence paying rent on the earlier to occur of (A) two hundred forty (240) days after receipt of said notice to do such work provided the condition of the Leased Premises will then reasonably allow Tenant to commence such work, or (B) the date Tenant first recommences business to the public at the Leased Premises (excluding any so-called "soft opening period" of up to ten (10) days);

(ii) The Leased Premises, all improvements in Tenant's Protected Area and the Dave & Buster's signage shall have been completed as nearly as practicable to the condition existing immediately prior to such destruction or damage or as reconfigured as permitted above and in compliance with all laws, ordinances, regulations and requirements of governmental authorities having jurisdiction thereof, subject to any limited redesign consented to by Tenant; and

(iii) A certificate of occupancy or an equivalent use permit, and all other requisite permits, if any, have been issued by the appropriate legal authorities issuing same, and Landlord shall have delivered to Tenant certified or photostatic copies of same.

(e) If such damage or destruction is less than that which would otherwise permit Landlord to terminate this Lease and occurs during the last three (3) years of the ~~terms~~ initial term of this Lease (or any option term, as the case may be) and if at the time of such damage or destruction Tenant shall have the right to extend or further extend the term of this Lease, as provided in ARTICLE 3 hereof, then Tenant may elect to exercise such right within twenty (20) days after receiving notice of termination from Landlord pursuant to this ~~Article~~ARTICLE , and in such case, Landlord's notice of termination shall be void and of no effect and Landlord shall repair and restore the Leased Premises and the enclosed mall and the parking areas and their respective appurtenances and signage required by this ~~Article~~ARTICLE.

ARTICLE 19 - Insurance

(a) Landlord agrees to carry, or cause to be carried, Workers' Compensation Insurance in statutory amounts, Employer's Liability Insurance in the amount of $500,000 and Commercial General Liability Insurance on the Joint Use Areas, providing coverage of not less than $5,000,000.00 Combined Single Limit for Bodily Injury, including Death and Property Damage Liability arising out of any 1 occurrence. Landlord also agrees to carry, or cause to be carried, All Risk Insurance insuring the improvements located on Landlord's property in the Shopping Center, including the Leased Premises and its appurtenances (excluding Tenant's improvements, Tenant's merchandise, signs, goods, trade fixtures, wall and floor covering, furnishings, equipment, furniture and other personal property) for the full replacement value. Landlord shall have the right to carry or cause to be carried additional types of insurance in whatever limits Landlord chooses. Tenant understands and acknowledges that Landlord may have a blanket insurance policy which may be allocated by Landlord among the properties owned or managed by Landlord as Landlord, in Landlord's reasonable opinion, deems appropriate.

(b) Tenant agrees to carry Workers' Compensation in statutory amounts, Employer's Liability in the following amounts: $100,000 each accident, $100,000 per person for disease and $500,000 policy limit for disease. Tenant shall name Landlord, the parent, subsidiaries, affiliates of Landlord and, if required under any recorded document affecting the Shopping Center, ~~Landlord,~~ or any owner or occupant in or adjoining the Shopping Center that is required to be named as Additional Insured pursuant to such recorded document, shall be named as Additional ~~Insured~~ Insureds on Tenant's Commercial General Liability Insurance. Tenant's Commercial General Liability Insurance shall be with companies licensed to do business in the state in which the Shopping Center is located for limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for Personal Injury including

Bodily Injury and Death or Property Damage Liability and shall contain a Contractual Liability endorsement (these limits shall be increased to $2,000,000 per occurrence and $5,000,000-aggregate for Personal Injury including Bodily Injury and Death or Property Damage Liability if the Shopping Center is located in California or New York). Tenant shall also carry All Risk Insurance and, at Landlord's option as long as Landlord is also carrying such coverage, coverage for earthquake and flood, including sprinkler leakage coverage for the full replacement value of Tenant's goods and merchandise, trade fixtures, furniture, signs, decorations, furnishings, Tenant's Work, wall covering, floor covering, draperies, inventory, leasehold improvements, equipment and other personal property on or in the Leased Premises. Replacement value shall mean the cost of replacement without deduction for depreciation. Tenant also agrees to carry business automobile liability insurance covering owned, non-owned and leased vehicles for limits not less than $1,000,000 per occurrence. Tenant agrees to carry business interruption insurance; provided, however, as long as Tenant is operating a Dave & Buster's facility, Tenant is not required to carry business interruption insurance unless Tenant carries such insurance for its other locations. If there is in Landlord's reasonable judgment a need for additional or different types of insurance, Tenant shall obtain upon Landlord's request the insurance at Tenant's sole expense. Tenant shall give Landlord copies of Certificates of Insurance or other evidence of insurance acceptable to Landlord showing that the insurance carried by Tenant is in full force and effect.

(c) In the event Tenant shall sell and/or dispense alcoholic beverages from the Leased Premises, Tenant shall obtain and maintain, at all times during the Term hereof, Liquor Legal Liability or "Dram Shop" Insurance with policy limits of $3,000,000.00 per occurrence or such minimum limits as Landlord may reasonably designate from time to time, naming Landlord and such additional parties as Landlord may designate as additional insureds, as an endorsement to its ~~Comprehensive~~ Commercial General Liability policy. Tenant shall provide Landlord with evidence of same prior to selling or serving alcoholic beverages at or from the Leased Premises, and shall maintain current certificates on file with Landlord at all times during the term hereof. In the event Tenant fails to obtain or to continue such coverage, Tenant shall immediately discontinue selling and serving alcoholic beverages from the Leased Premises.

(d) Tenant shall maintain the plate glass in and on the Leased Premises but shall have the option either to insure the risk or self-insure for the glass.

(e) If the Leased Premises, its contents or the Shopping Center is damaged or destroyed by fire or other insured casualty, the rights, if any, of either party and their respective insurers against the other (and of Tenant and its insurers against Landlord, its parents, partners, subsidiaries and affiliates) for the damage or destruction, are waived. Landlord and Tenant shall obtain an appropriate clause in or an endorsement to and made a part of its insurance policies, under which the respective insurance companies waive subrogation or permit the insured, prior to any loss, to agree with a 3rd party to waive any claim it might have against the 3rd party. The provisions of this paragraph shall have no effect if a waiver of subrogation is not available from the insurers of either Tenant or Landlord, or if Landlord in its sole discretion permits Tenant to self-insure (provided that as a requirement of the self-insurance Tenant holds Landlord harmless from any liability with respect to loss or damage which would have been covered by insurance).

(f)

Tenant's policies shall be issued by insurance companies qualified to do business in the state where the Shopping Center is located and holding a Best's Insurance Rating of A:VII or better. Evidence of insurance must be on file with Landlord before Tenant receives the Leased Premises and must be kept current at all times. Tenant's policies shall contain a provision that the coverage shall be primary and non-contributing with respect to any policy carried by Landlord, and that any policy carried by Landlord shall be excess insurance. All Tenant's policies shall contain cross-liability endorsements and name Landlord, Landlord's mortgagees, beneficiaries and additional individuals and entities which Landlord may from time to time designate, as "Additional Insureds." All policies shall contain a provision that the applicable insurance company shall give Landlord and Landlord's mortgagee 10 days written notice in advance of any cancellation, lapse, reduction in the amount of coverage or any other adverse change to the insurance.

(g) Any or all such primary and umbrella insurance may be carried under a blanket policy covering the Leased Premises. In addition, Tenant shall have the right to self-insure, with respect to property damage only (not personal liability or dram shop coverage) so long as Tenant or any guarantor of Tenant has a net worth of not less than fifty million dollars ($50,000,000) determined in accordance with generally accepted accounting principles.

ARTICLE 20 - Indemnification

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

obligation shall become effective beginning on the date Tenant is delivered the Leased Premises. Tenant's indemnification obligation shall survive the expiration of the Term or the earlier termination of this Lease.

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

ARTICLE 21 - Assignment, Subletting and Ownership

(a) Subject to the right of recapture in favor of Landlord as provided in ~~Section~~ **ARTICLE** 21(c) below, and except for a Permitted Transfer (as later defined), which may occur at any time and from time to time, after the later of (i) Tenant completing Tenant's Work, and (ii) the second (2nd) anniversary of the ~~Commencement~~ **Effective** Date (collectively, the "Free Transfer Date"), Tenant shall have the right from time to time and at any time to Transfer (as later defined) this Lease or any interest herein or Tenant's improvements or any portion thereof in its sole discretion and without obtaining the consent of Landlord to any user who will use the **Leased** Premises for an Entertainment/Food Use, **provided such Food Use of such Transferee does not violate any then existing exclusive rights granted to other tenants in the Shopping Center and of which Tenant has received written notice prior to the date of such Transfer.** Prior to the Free Transfer Date, except for a Permitted Transfer or a Transfer to a transferee who will use the **Leased** Premises for an Entertainment/Food Use, Tenant may not Transfer this Lease, or sublease, license or grant a concession for more than thirty percent (30%) of the floor area of the **Leased** Premises without the prior written consent of Landlord, not to be unreasonably withheld, conditioned or delayed. Except as provided in ~~Section~~ **ARTICLE** 21(d) below, no transfer, assignment or subletting shall relieve Tenant of its liability for, and Tenant shall remain fully and primarily liable for, the full performance of all of the terms, agreements, covenants and conditions of this Lease. For purposes of this ARTICLE 21 and the Lease, each of the following shall be deemed a transfer, assignment, or sublease of this Lease and/or of the **Leased** Premises (referred to herein as a "Transfer"): (i) any assignment of the Lease or estate therein; (ii) any sublease of all or any portion of ~~Tenant's Improvements~~ **the Leased Premises**; (iii) any merger, consolidation or other reorganization of Tenant; (iv) any mortgage or encumbrance granted against this Lease or estate therein; (v) any change in control of Tenant, if Tenant is a privately owned corporation, partnership, limited liability company, trust or other entity; or (vi) the grant of any right, whether voluntary or involuntary, by operation of law or otherwise, to any party other than Tenant to use or occupy the **Leased** Premises ~~and/or Tenant's building~~ or any portion thereof.

(b) A Permitted Transfer shall mean that Tenant shall be permitted without Landlord's consent to effect freely a Transfer of its interest in the Lease or use of the **Leased** Premises or Tenant's personalty in connection with any of the following: (i) any Transfer to a Tenant Affiliate **(as defined below)**; (ii) any Transfer to any corporation, partnership, trust, joint venture or other entity, provided that Tenant (or any other entity to which Tenant could effect a Transfer without Landlord's consent) continues to exclusively operate and manage the **Leased** Premises; (iii) any entity which assumes Tenant's obligations under this Lease and either (A) merges or consolidates with Tenant (or is the surviving entity from any merger or consolidation affecting Tenant) or (B) acquires a substantial portion of the assets or ~~capital stock partnership~~ **equity** interests of Tenant, or (C) purchases ten (10) or more of Tenant's locations; (iv) any Transfer to an entity which is generally recognized as a first-class Entertainment/Food Use operator (such as Disney's Game Works or ESPN Zone) (or an affiliate of any such entity); (v) any Transfer in connection with any merger, consolidation or reorganization of Tenant in which Tenant is the surviving entity; (vi) any Transfer to any other corporation or entity so long as such corporation or entity merges or consolidates with Tenant, acquires a substantial portion of the assets or ~~stock partnership~~ **equity** interests of Tenant and operates the **Leased** Premises for the use which is then permitted under the terms of this Lease; or (vii) any licensee or a concessionaire, licensing the operations referred to in Section 1.03 **of the Reference Provisions** or granting concessions giving other parties the right to conduct such operations so long as such licensees and/or concessionaires do not occupy more than thirty percent (30%) of the **Leased** Premises and do not have separate entrances and are generally integrated into the operation of Tenant such that it appears to the general public that the **Leased** Premises is being operated by a sole owner. Each assignee shall expressly assume in writing the obligations of Tenant under this Lease, which agreement shall directly obligate such assignee to Landlord for the performance of such obligations. Each sublease of all or a portion of ~~Tenant's Improvements~~ **the Leased Premises** shall provide that such sublease is subject to the terms and conditions of this Lease. **As used herein, "Tenant Affiliate" shall mean any entity which, directly or indirectly, controls or is controlled by or is under common control with Tenant.**

(c) Except in connection with either (i) a Permitted Transfer or (ii) a sublease in which both (A) such subtenant shall sublease less than fifty percent (50%) of the **Leased** Premises and (B) Tenant shall continue operating in the remaining portion of ~~its building~~ **the Leased Premises**, if Tenant shall desire to enter into any Transfer, Tenant shall deliver written notice thereof to Landlord. If available, Tenant shall include a copy of a letter of intent, the name and business experience of the proposed assignee or subtenant, financial statements of the proposed assignee or subtenant, the rent and other material terms of the proposed Transfer, or the terms on which Tenant proposes to make the **Leased** Premises available for such Transfer. Within ninety (90) days after receipt of such notice and information, Landlord shall ~~have the right to deliver written notice to Tenant of Landlord's election to~~ **either approve the Transfer, reasonably disapprove the Transfer or** recapture **the Leased Premises (the "Assignment Recapture")** and terminate this Lease. **If Landlord elects to effectuate an Assignment Recapture then Landlord shall notify Tenant of same (an "Assignment Recapture Notice"), and as part of the Assignment Recapture Notice Landlord shall notify** Tenant ~~shall have~~ **if Landlord would have approved or reasonably disapproved the proposed Transfer had Landlord not delivered the Assignment Recapture Notice. If Landlord delivers the Assignment Recapture Notice then Tenant may negate the Assignment Recapture Notice by notifying the Landlord that it elects to rescind its request for such Transfer within** fifteen (15) business days after ~~Landlord's notice to negate the recapture, but~~ **Tenant's receipt of the Assignment Recapture Notice, and** in such case the Transfer in question may not proceed. ~~without Landlord's prior consent. If Landlord's recapture is not negated by Tenant,~~ **Notwithstanding the foregoing, in no event shall Tenant have the right to negate an Assignment Recapture Notice more than one (1) time in any two (2) year period. If an Assignment Recapture Notice is not negated by Tenant, or if Tenant does not have the right to negate an Assignment Recapture Notice,** this Lease shall terminate on the date set forth ~~on Landlord's written notice of recapture to Tenant~~ **in the Assignment Recapture Notice**, which date shall occur no ~~later~~ **earlier** than sixty (60) days after **Tenant's receipt of the Assignment Recapture Notice** ~~the date of Landlord's written notice of recapture to Tenant~~ **and no later than one hundred eighty (180) days after Tenant's receipt of the Assignment Recapture Notice.** If Tenant does not receive ~~such written notice of termination from Landlord~~ **Landlord's approval or disapproval of the Transfer or an Assignment Recapture Notice** within the ninety (90) day recapture period granted to Landlord, then Landlord shall be deemed to have elected not to terminate this Lease pursuant to this ARTICLE 21 with respect to such proposed Transfer **and to have approved the proposed Transfer**, provided that any subsequent Transfer shall remain subject to the terms and conditions of this ARTICLE 21. **In the event Landlord delivers an Assignment Recapture Notice and if Tenant does not negate same or if Tenant does not have the right to negate same, then, as a condition to an Assignment Recapture, and only if the effective date of the Assignment Recapture occurs after the fifth (5th) anniversary of the Rental Commencement Date, then Landlord shall pay to Tenant, within sixty (60) days of the effective date of the Assignment Recapture, an amount equal to fifty percent (50%) of Tenant's unamortized costs of Tenant's Work (less cost of any improvements constructed or purchased with the Construction Allowance), as shown on Tenant's books and records amortized on a straight line basis over the original Term of this Lease and determined as of the effective date of the Assignment Recapture.**

(d) Landlord's consent to a Transfer shall not constitute a waiver of Landlord's right to consent to a subsequent Transfer. The receipt of rental or additional rental from any party other than Tenant shall not be deemed to be a consent to a Transfer, nor shall that receipt relieve Tenant of its obligation to pay rental or additional rental for the Term. Each Transfer to which Landlord has consented shall be in writing, in a form reasonably satisfactory to Landlord and to Tenant and shall be executed by the transferor and transferee. The transferee shall agree, in writing, to assume, be bound by and perform the covenants and conditions of this Lease. Tenant shall deliver to Landlord a statement within 30 days after the end of each calendar year in which such a Transfer has occurred, and within 30 days after the expiration or earlier termination of the Term, specifying each Transfer in effect during the period covered by the statement, as well as: (i) the date of the Transfer document's execution and delivery; (ii) the square footage of the rentable area demised and the term; and (iii) a computation in reasonable detail showing the amounts, if any, paid and payable by Tenant to Landlord for the Transfer pursuant to this subsection. Tenant shall not be released from liability or relieved of its obligations, unless Landlord expressly agrees otherwise in writing, except for a Transfer to a transferee which, after the Transfer, has a net worth of $100,000,000, in which case Tenant shall be fully released from liability. If the Minimum Annual Rental, Percentage Rental, additional rental or other

payment to be paid to Tenant as rent for the use of the **Leased** Premises in connection with a Transfer exceeds the rental and additional rental Tenant is required to pay Landlord under this Lease, then Tenant shall pay to Landlord after (A) first recovering all transaction costs, and (B) then recovering the unamortized cost of Tenant's leasehold improvements and the cost of Tenant's furniture, fixture and equipment in the **Leased** Premises, seventy-five percent (75%) of the amount of the excess, from and as such excess is received, anticipated to be received on a monthly basis, without prior demand, which shall be deemed additional rental. Tenant agrees to pay Landlord $400 to reimburse Landlord for attorneys' fees and administrative expense for the review, processing or preparation of any document in connection with a Transfer, whether or not Landlord's consent to the Transfer is required or obtained.

(e) All of the other obligations and conditions shall remain unamended.

(f) Notwithstanding anything to the contrary contained in this Lease, in the event Tenant subdivides the Leased Premises, the Leased Premises may not be divided into more than 2 spaces, and each subdivided space shall have its own storefront facing the main parking field serving such subdivided space.

ARTICLE 22 - Access to Leased Premises

Tenant agrees that Landlord, its agents, employees, servants or any person authorized by Landlord, may enter the Leased Premises to: (a) inspect its condition; (b) make repairs, additions or improvements to any part of the Shopping Center, including the Leased Premises; (c) exhibit the Leased Premises to prospective purchasers of the Shopping Center; (d) place notices during the last 60 days of the Term in the Leased Premises at such places as may be reasonably determined by Landlord; (e) perform construction on or near the Leased Premises in a manner so as not to unreasonably interrupt or unreasonably interfere with Tenant's operations; and (f) post notices of non-responsibility.

ARTICLE 23 - Default by Tenant

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

(i) The failure to pay when due an installment of rental, or any other payment required to be made in whole or in part, if the failure shall continue for 10 days after written notice to Tenant of such default; and/or (ii) ~~The~~ failure to observe or perform any other provision of this Lease, if the failure continues for 30 days after written notice to Tenant; if the default cannot reasonably be cured within 30 days, Tenant shall not be in default if Tenant begins to cure the default within 30 days and diligently cures the default; and/or

(iii) The making by Tenant of a general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless a petition filed against Tenant is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease if possession is not restored to Tenant within 30 days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises, or of Tenant's interest in this Lease, if the seizure is not discharged within 30 days.

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

(i) The worth at the time of the award of any unpaid rental which has been earned at the time of termination; and

(ii) At Landlord's election, other amounts permitted by applicable law.

(c) In the event of any default by Tenant, Landlord shall be required to take reasonable steps to mitigate its damages and to relet the Leased Premises (provided Landlord shall not be liable for failure to mitigate if Landlord acts in good faith and that Landlord may relet the Leased Premises in whole or in part).

(d) Anything contained herein to the contrary notwithstanding provided there is a bona fide dispute or Tenant disputes any amount which is due in good faith and pays the amount which is not in dispute, Tenant may cure any default at any time prior to final adjudication by a court of competent jurisdiction by paying Landlord all actual (but not consequential) damages sustained by Landlord up to the date of such cure. Tenant may further exercise this right of cure only once during the primary term of this Lease. To the extent Landlord is granted any right to accelerate any amount, sum or charge due hereunder, whether Minimum Annual Rental or otherwise, and whether such right may be implied hereunder, conferred by law, statute or otherwise, now or hereafter, Landlord hereby irrevocably waives and releases such right of acceleration. In no event may Landlord accelerate any of the ~~Rent~~ **rental** due under this Lease.

(e) If Landlord shall breach, or fail to perform or observe, any agreement or condition in this Lease contained on Landlord's part to be performed or observed, and if Landlord shall not cure such breach or failure within forty-five (45) days after notice from Tenant specifying such breach or failure (or, if such breach or failure shall reasonably take more than forty-five (45) days to cure, and Landlord shall not have commenced the same within the forty-five (45) days and diligently prosecuted the same to completion), Tenant may, at Tenant's option without waiving any claim for damages for breach of agreement, at any time thereafter cure such breach for the account of Landlord and any reasonable amount paid by Tenant in so doing shall be deemed paid for the account of Landlord and Landlord agrees to reimburse Tenant therefor, provided that Tenant may cure any such breach or failure as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such breach or failure prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. Any amounts not reimbursed by Landlord within thirty (30) days of Tenant's written demand therefor may be applied by Tenant as a credit against Tenant's next payment(s) of Minimum Annual Rental (but only up to fifty percent (50%) of the Minimum Annual Rental until after Tenant obtains a final non appealable judgment, in which case one hundred percent (100%) of the Minimum Annual Rental may be deducted).

(f) The word "rental" shall mean the Minimum Annual Rental and all other sums required to be paid by Tenant under this Lease. The word "award" means a judgment issued or rendered in favor of Landlord in a proceeding or action to recover damages from Tenant. The phrase "at the time of the award" means the date of entry of such a judgment. All sums, other than Minimum Annual Rental, shall be computed based on the average monthly amount accruing during the 24 month period preceding the default. However, if it becomes necessary to compute the rental before the 24 month period has occurred, the rental shall be computed on the basis of the average monthly amount accruing during that shorter period. As used in ~~paragraphs~~ **ARTICLE 23(b)** (i) ~~and (ii)~~ above, the "worth at the time of the award" is computed by allowing interest at the Interest Rate. As used in paragraph (iii) above, the "worth at the time of the award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of Chicago, at the time of award, plus 1%. In order to determine the amounts payable under ARTICLE 23, Percentage Rental shall be included as additional rental and determined based on the average annual Net Sales for the 36 months (or, if Tenant has been operating in the Leased Premises less than 36 months, on the average Net Sales for the 12 month period) preceding the termination of Tenant's right to possession of the Leased Premises.

(g) Landlord shall also have the right if Tenant defaults under the Lease to reenter the Leased Premises and remove all persons and property from the Leased Premises. The property may be stored at Tenant's cost. Landlord shall not be liable to Tenant for loss or damage resulting from an entry by Landlord. Tenant shall pay as additional rental, upon demand, expenses incurred or paid by Landlord because of Landlord's entry. If **two (2)** or more or any combination of individuals, corporations, partnerships or other business associations ("Individuals") sign this Lease as Tenant or guarantee this Lease as Guarantors, the liability of each individual group to pay rental and perform the obligations under this Lease shall be joint and several. The failure or refusal by Landlord to proceed against all the (or any combination of the) Individuals comprising Tenant or against Tenant or against **one (1)** or more of the Guarantors shall not be a release or waiver of rights which Landlord may possess against the others, nor shall the granting by Landlord of a release of or execution of a covenant not to sue any **one (1)** or more of the (or any combination of the) Individuals comprising the Tenant or the Guarantors be a release or waiver in whole or in part of rights which Landlord may possess against the others. If either party institutes legal suit or action for enforcement of an obligation, Landlord may determine the venue. Landlord shall not be in default unless and until Landlord shall have failed to perform its obligations under this Lease for 30 days (or within such additional time as is reasonably required) after written notice to Landlord properly specifying Landlord's failure to perform the obligations. Landlord shall not be in default until and unless a court of competent jurisdiction has determined that Landlord is in default.

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

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

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

ARTICLE 24 - Surrender of Leased Premises

Tenant shall, upon expiration of the Term, or the earlier termination of this Lease, surrender to Landlord, without damage, injury, disturbance or payment, the Leased Premises including, without limitation, all alterations, improvements and additions by either party to, in, upon or about the Leased Premises , ~~,~~ **and** Tenant shall not have the right to remove Tenant's **removable trade** fixtures, furniture, equipment, marks and any items identifiable with Tenant by color, mark or otherwise, trade fixtures, signs and other personal property. Tenant, at its sole expense, shall immediately repair damage to the Leased Premises caused by Tenant vacating the Leased Premises or by Tenant's removal of trade fixtures, signs and other personal property. Tenant shall comply with all laws and governmental regulations applicable to the removal and repair of the property. Tenant shall not create a disturbance or health problem for customers, agents, invitees or other parties in the Shopping Center as result of the removal or repair. Any property not removed within thirty (30) days of the expiration or earlier termination of the Lease may be deemed by Landlord to be abandoned by Tenant and may be retained by Landlord. Tenant's obligation to observe and perform the provisions of this ARTICLE 24 shall survive the expiration of the Term or earlier termination of this Lease.

ARTICLE 25 - Tenant's Conduct of Business

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

(b) Except for Tenant's obligation to open for business to the public pursuant to this Lease for at least one (1) day as a fully stocked and fully staffed Dave & Buster's and continuing operating its business for at least three (3) years thereafter **"Operating Covenant"**. , ~~and Tenant shall not be obligated to open, operate or keep open any business of any kind or nature whatsoever at the Leased Premises.~~ For purposes of this ARTICLE **25** ~~6~~, Tenant shall not have Gone Dark if Tenant temporarily ceases operations at the Leased Premises because of, as the case may be, casualty, condemnation, Force Majeure, permitted remodeling and/or renovation and/or alteration, "inventory taking" (not to exceed two (2) days per year). At any time while Tenant has Gone Dark pursuant to the provisions of this ARTICLE **25** ~~6~~, Tenant shall nevertheless be obligated to perform all of its obligations hereunder and pay all Minimum Annual Rental due hereunder.

(c) If Tenant ~~intends to Go Dark,~~ **elects to close to the public for business in the Leased Premises following the expiration of its Operating Covenant ("Go Dark")**, Tenant may do so by giving one (1) month prior written notice ("Go Dark Notice") of Tenant's intent to Go Dark. The written notice shall project a date on or about which Tenant intends to Go Dark. ~~Landlord shall keep such information confidential.~~ The date on which Tenant Goes Dark shall be the "Going Dark Effective Date". If Tenant gives Landlord a Go Dark Notice, Landlord may elect to terminate and cancel this Lease ("Recapture") by giving Tenant notice of recapture (the "Recapture Notice") ~~within sixty (60) days~~ **at any time** after the Go Dark Notice **but prior to the date on which Tenant (or any permitted assignee or sublessee) shall have reopened for business in the Leased Premises (provided however, that no such party shall be obligated to reopen for business)**, and recapture the Leased Premises within thirty (30) days after the date of Landlord's **Recapture** Notice. However, Landlord's election to Recapture ~~at any time~~ may be rendered null and void if Tenant, within ten (10) days of receipt of the Recapture Notice, notifies Landlord that **either (a)** Tenant is negotiating in good faith to assign or sublet the Leased Premises and within one hundred fifty (150) days thereafter Tenant effects the assignment or subletting, **and such assignee or subtenant opens within such one hundred fifty (150) day period, or (b) Tenant intends to reopen for business in the Leased Premises and Tenant so reopens within ninety (90) days thereafter. Notwithstanding the foregoing, in no event shall Tenant have the right to negate a Recapture Notice more than one (1) time in any two (2) year period. Except as hereinafter provided to the contrary in this ARTICLE 25(c)**, Landlord's right of termination hereunder is Landlord's sole remedy in the event Tenant elects to Go Dark provided that Tenant has paid and continues to pay all Minimum Annual Rental, additional rental and other charges due under the Lease during the period that Tenant has Gone Dark. In the event Landlord elects to recapture the Lease and as a condition to recapture, Landlord shall pay to Tenant, within ten (10) days of the effective date of Recapture, an amount equal to ~~fifty (50%) percent of~~ Tenant's unamortized ~~improvement~~ costs **of Tenant's Work** (less cost of any improvements constructed or purchased with the Construction Allowance) , as shown on Tenant's books and records amortized on a straight line basis over the ~~Main~~ **original** Term of this Lease and determined as

of the effective date of Recapture. This payment obligation is expressly intended to survive termination of this Lease.

ARTICLE 26 - Rules and Regulations

Tenant shall require its employees, agents and contractors to comply with the rules and regulations made by Landlord from time to time regarding the operation of the Shopping Center or the Leased Premises which rules must be non-discriminatory amount tenants, to not interfere with Tenant's business, operation or use of the Leased Premises, do not increase Tenant's costs in connection with the Leased Premises, and are communicated to Tenant in writing, including, but not limited to, the following:

(a) Including, but not limited to, radio and television aerial and equipment, nothing except as provided herein, shall be erected or placed on the roof or exterior walls of the Leased Premises without the written consent of Landlord. If Landlord's consent is not received, anything erected or placed on the roof (except as provided herein) may be removed, without notice, and any damage to the walls or roof shall be the responsibility of Tenant. Tenant's access to the roof is limited to the maintenance of equipment installed with Landlord's approval and inspections for damage. Tenant shall not go on the roof without the written approval of Landlord.

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

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

(d) ~~Tenant shall keep its display windows and signs illuminated every day of the Term during the hours designated by Landlord.~~ **Intentionally omitted.**

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

(f) Tenant and its employees shall not park motor vehicles in parts of the parking area which may be designated for customer parking. Tenant shall furnish Landlord the state automobile license numbers assigned to the vehicles of Tenant's employees within 5 days after request by Landlord. ~~Tenant shall notify Landlord of changes to the numbers within 5 days after the changes occur.~~ If Tenant or Tenant's employees continue to park in the customer parking areas, after notice is given to Tenant by Landlord, Landlord may, in addition to any other remedies Landlord may have, attach violation stickers or notices to the vehicles and have the vehicles removed at Tenant's employee's expense. **Tenant shall cause its employees to park in the Employee Parking Area identified on Exhibit B-3 attached hereto.**

(g) Tenant shall, **as reasonably necessary**, use **a** ~~the~~ pest extermination contractor, **certified or licensed, as applicable in the State of Massachusetts** ~~that Landlord may choose, and when Landlord requires Tenant to do so~~. Tenant shall not keep or permit any animals in the Leased Premises, unless expressly allowed by in this Lease, or service animals ~~unless~~ used by disabled persons.

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

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

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

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

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

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

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

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

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

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

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

(vi) panhandle, beg or solicit funds; nor

(vii) solicit business.

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

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

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

Landlord shall have all remedies provided in this Lease for the breach of any of the provisions of ARTICLE 26. Landlord shall have the right to grant reasonable variances of the rules and regulations, and shall not be required to enforce the rules and regulations, all on a uniform and non-discriminatory manner.

ARTICLE 27 – Eminent Domain

(a) If the entire Leased Premises is appropriated or taken under eminent domain by any public or quasi-public authority, this Lease shall terminate on the date of the taking. Landlord and Tenant shall be released from liability accruing after that date. If more than 20% of the square footage of floor area (including a mezzanine, if any) of the Leased Premises is taken under eminent domain by any public or quasi-public authority, or if because of the appropriation or taking, regardless of the amount taken, the remainder of the Leased Premises is not usable for the purposes specified in Reference Provision 1.03, Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate a portion of the Leased Premises which has been taken, by giving notice to the other in writing within 60 days after the date of the taking. Landlord and Tenant shall be released from liability accruing after that date.

(b) If this Lease is terminated, rental, additional rental and other charges for the last month of Tenant's occupancy shall be prorated, and Landlord shall refund to Tenant rental, additional rental or other charges paid in advance.

(c) If Landlord and Tenant elect not to terminate this Lease, Tenant shall remain in the portion of the Leased Premises which has not been appropriated or taken. Landlord agrees, at Landlord's cost and expense, to restore the remaining portion of the Leased Premises to the quality and character that existed prior to the appropriation or taking as soon as reasonably possible. The Minimum Annual Rental shall be adjusted, on an equitable basis, taking into account the relative value of the portion taken compared to the portion remaining. A voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be an appropriation or taking under eminent domain. Tenant shall not have a claim against Landlord because of a taking.

(d) In the event of a taking in respect of which Tenant or Landlord shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, promptly shall restore the remaining portions of the Leased Premises and any and all other improvements made theretofore, the remaining portions of the Shopping Center necessary to Tenant's business operations (given any redesign necessitated by the remaining untaken portion of the Shopping Center). Minimum Annual Rental Percentage Rental, additional rent and any other charges payable by Tenant hereunder, shall be suspended or abated until the completion of such restoration according to the nature and extent of the injury to the Leased Premises and other portions of the Shopping Center and to Tenant's business, and thereafter (*i.e.*, following restoration) the Minimum Annual Rental, Percentage Rental, additional ~~rent~~rental, and any other charges shall be proportionately reduced based upon the square footage of the Leased Premises remaining after said taking.

ARTICLE 28 - Attorneys' Fees

If either party hereto be made or becomes a party to any litigation commenced by or against the other party involving the enforcement of any of the rights and remedies of such party, or arising on account of the default of the other party in the performance of such party's obligations hereunder, then the prevailing party in any such litigation, or the party becoming involved in such litigation because of a claim against such other party, as the case may be, shall receive from the other party all litigation expenses and reasonable attorneys' fees incurred by such party at trial and on appeal in connection with such litigation.

ARTICLE 29 - Sale of Leased Premises by Landlord

(a) In the event of the sale or exchange of the Leased Premises or the Shopping Center and the assignment of this Lease, Landlord shall be relieved of all liability for the covenants and obligations in or derived from this Lease arising after the date of assignment, or arising out of any act, occurrence or omission relating to the Leased Premises or this Lease arising after the date of the assignment. The covenants, representations and obligations of Landlord shall be binding on Landlord only during the period that Landlord has an ownership interest in the Shopping Center.

(b) Landlord shall promptly notify Tenant in writing of any change in the ownership of the Leased Premises or the Shopping Center, giving the name and address of the new owner and instructions regarding the payment of rent. In the event of any change in or transfer of title of Landlord in and to the Leased Premises or any part thereof, whether voluntary or involuntary, or by act of Landlord or by operation of law, Tenant shall be under no obligation to pay rent or other charges to any successor landlord until Tenant shall have been notified in writing of such change in title, together with a direction from Landlord to make payments to the successor landlord. If during the term hereof Landlord's interest in this Lease shall be acquired by more than one person, firm, corporation, or other entity, whether by conveyance, operation of law or otherwise, Landlord shall by notice to Tenant signed by all of the then lessors hereunder appoint one (1) such lessor to whom rent and all charges hereunder may be paid by Tenant and upon whom all notices which Tenant may give hereunder may be served. Until such appointment shall be made, Tenant shall be authorized from time to time to select any one of such lessors and to pay all rent and all charges coming due hereunder to, and serve all notices upon, the lessor so selected until such time as such appointment shall have been made as aforesaid. The service of any notice upon and the payment of any rent or other charges to the appointed or selected lessor as herein provided shall constitute service of notice upon, and payment of rent or other charges to, Landlord.

ARTICLE 30 - Notices

Notices and demands shall be given in writing by personal delivery, nationally recognized overnight courier service, or sent by certified mail addressed to Landlord and to Tenant at the addresses specified in the Reference Provisions or at the addresses which were last specified by notice by Landlord or Tenant. Notices or demands shall be deemed to have been given, made or communicated on the date they were actually delivered, received (as confirmed by automatic telecopy confirmation) or deposited in the United States mail as certified matter, with postage fully prepaid.

ARTICLE 31 - Remedies

All rights and remedies of Landlord and Tenant under this Lease or at law are cumulative, and the exercise of one or more rights or remedies shall not exclude or waive the right to the exercise of any others. All rights and remedies may be exercised and enforced concurrently, whenever and as often as desirable.

ARTICLE 32 - Successors and Assigns

All covenants, promises, conditions, representations and agreements shall be binding upon, apply and inure to Landlord and Tenant and their heirs, executors, administrators, successors and assigns. The provisions of ARTICLE 21 hereof shall not be affected by this ARTICLE 32.

ARTICLE 33 - Representations

Landlord represents, warrants and covenants to Tenant that all of the following representations, warranties and covenants are true and will be true during the term, ~~upon~~ which representations, warranties and covenants Tenant has relied upon in the execution of this Lease:

(a) Subject to satisfaction or waiver of the Contingency set forth in Reference Provision 1.42 of this Lease, Landlord is the ~~fee simple~~ leasehold owner of the ~~Land and the Shopping Center, including~~ the Leased Premises, subject to the generic title exceptions listed on EXHIBIT "F" attached hereto and

made a part hereof (the "Generic Permitted Exceptions") and except for the Generic Permitted Exceptions. {FOR THIS LEASE ONLY AT NATICK WEST} Landlord and Tenant acknowledge that this Lease is a sublease and that Landlord will cause its Ground Lessor, Natick Mall, LLC to execute and deliver to Tenant a Non-Disturbance and Attornment Agreement in the form attached hereto as Exhibit U, an executed original of which shall be delivered to Tenant concurrently with the execution and return of this Lease.

Landlord makes no representation or warranty as to the completeness or accuracy of the Generic Permitted Exceptions and Tenant will rely on its own investigations of the status of Title to the Shopping Center for purposes of determining whether there are any matters of record that would prohibit, prevent, or will interfere with Tenant's use of the Leased Premises for its permitted use.

(b) Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained;

(c) To the best of Landlord's knowledge, Landlord has not received any written notice indicating that there are any legal impediments to the construction and use of the Leased Premises as a Dave & Buster's Entertainment/Food Use, subject to Tenant obtaining all required licenses and permits.

(e) The execution, delivery and performance of this Lease will not: (i) violate any provisions of the laws of ~~Texas~~ the State of Massachusetts or any applicable regulation, order, writ, injunction or decree of any court or governmental authority at present; or (ii) conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions or provisions of any indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind or nature to which Landlord is a party or by which Landlord or the Leased Premises may be bound.

(f) Landlord shall take commercially reasonable steps to cause other tenants and occupants of the Shopping Center to refrain from performing any acts or carrying on any practices which would violate Tenant's rights under this Lease, and reasonable legal action to prevent any other tenant or occupant from engaging in any act or practice which would violate Tenant's exclusive rights or which would interfere with the right of quiet enjoyment granted to Tenant or Tenant's right to use of the Joint Use Areas.

ARTICLE 34 - Waiver

The failure by Landlord or Tenant to insist upon strict performance by the other of any of the covenants, conditions, provisions, rules and regulations and agreements in this Lease, or to exercise a right, shall not be a waiver of any rights or remedies and shall not be a waiver of a subsequent breach or default. A surrender of the Leased Premises shall not occur by Landlord's acceptance of rental or by other means unless Landlord accepts the surrender in writing. A payment by Tenant or receipt by Landlord of an amount less than the monthly rental shall not, nor shall the endorsement, statement, check, letter accompanying a check or payment of rental, be an accord and satisfaction. Landlord may accept a check or payment without prejudice to its right to recover the balance of rental due and pursue any other remedy. A waiver by Landlord for one tenant shall not constitute a waiver for another tenant.

ARTICLE 35 - Holding Over

If Tenant remains in possession of the Leased Premises after the expiration of the Term without a new lease (even if Tenant has paid and Landlord has accepted Minimum Annual Rental), Tenant shall be deemed to be occupying the Leased Premises as a tenant from month to month, subject to the covenants, conditions and agreements of this Lease. The monthly Minimum Annual Rental shall be computed based on 1/6th of the Minimum Annual Rental payable to Landlord during the last 12 month period of the Term. If Tenant fails to surrender the Leased Premises on the termination of this Lease, Tenant shall, in addition to other liabilities to Landlord, indemnify, defend and hold Landlord harmless from loss and liability resulting from that failure including, but not limited to, claims made by a succeeding tenant. The exercise of Landlord's rights shall not be interpreted to allow Tenant to continue in possession, nor shall it be deemed an election to extend the Term beyond a month-to-month basis. If Landlord, in its sole discretion, determines to permit Tenant to remain in the Leased Premises on a month-to-month basis, the month-to-month tenancy shall be terminable on 30 days prior written notice given by either party to the other party.

ARTICLE 36 - Interpretation

Only the relationship of Landlord and Tenant is created by this Lease. No provision of this Lease or act of either party shall be construed to create the relationship of principal and agent, partnership, or joint venture or enterprise.

ARTICLE 37 - Advertising and Promotional Service

AS PART OF OPERATING EXPENSES, LANDLORD MAY FURNISH AND MAINTAIN PROFESSIONAL ADVERTISING, MARKETING AND SALES PROMOTIONS WHICH ARE INTENDED TO PROMOTE THE SHOPPING CENTER AND/OR BENEFIT SALES THEREIN. SUCH ADVERTISING AND PROMOTION SERVICES MAY BE PROVIDED IN WHOLE OR IN PART BY A ~~3RD~~ **THIRD** PARTY PROVIDER OR BY LANDLORD OR BY AN AFFILIATE, SUBSIDIARY OR OTHER RELATED COMPANY OF LANDLORD. THE NATURE AND EXTENT OF SUCH ADVERTISING AND SALES PROMOTION SERVICES SHALL BE WITHIN LANDLORD'S SOLE AND ABSOLUTE DISCRETION, AND THE PORTION OF MINIMUM ANNUAL RENTAL AND/OR OPERATING EXPENSES PAYMENT USED BY LANDLORD FOR SUCH ADVERTISING AND SALES PROMOTION SERVICES AS SET FORTH IN ARTICLE 17 SHALL CONSTITUTE THE ENTIRE OBLIGATION OF TENANT TO CONTRIBUTE TO THE COST OF SUCH SERVICES. ~~TENANT SHALL PAY LANDLORD THE INITIAL ASSESSMENT SPECIFIED IN THE REFERENCE PROVISIONS, FOR ADVERTISING AND PROMOTIONAL ACTIVITIES, IN A LUMP SUM WITHIN 10 DAYS AFTER DEMAND. Intentionally Omitted. **Tenant shall not be responsible for contributing to any advertising and sales promotions.**~~

ARTICLE 38 - Quiet Enjoyment

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

ARTICLE 39 - Waiver of Redemption

Tenant waives any right of redemption if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Leased Premises because of the default of Tenant or otherwise. The rights given to Landlord are in addition to rights that may be given to Landlord by statute or otherwise.

ARTICLE 40 - Fees

Landlord and Tenant warrant and represent to each other that it has not had negotiations with or dealt with a realtor, broker or agent in connection with this Lease other than Metro Commercial_ ("Broker") which Broker Landlord agrees to pay pursuant to separate written agreement between Landlord and Broker. Landlord and Tenant each and agrees to indemnify and hold the other harmless from the cost, expense or liability (including the costs of suit and reasonable attorneys' fees) for compensation, commissions or charges claimed by a realtor, broker or agent regarding this Lease by reason of a breach of such representation or warranty.

ARTICLE 41 - Tenant's Property

Except for the willful misconduct of Landlord, its agents or employees, Landlord, its agents and employees shall not be liable, and Tenant waives all claims, for damage to persons, property and Tenant's business sustained by Tenant (or anyone claiming through Tenant) located on the Leased Premises. Property kept or stored on the Leased Premises shall be kept or stored at the sole risk of Tenant, and Tenant shall indemnify, defend and hold Landlord harmless from any claims arising out of damage to the same or damage to Tenant's business, including subrogation claims by Tenant's insurance carrier.

ARTICLE 42 - Lease Status

Within 10 days of written request, either party shall without charge execute, acknowledge and deliver to the other party an instrument required under this Lease or an instrument prepared by such party containing the commencement and termination dates of this Lease, the Rental Commencement Date, Opening Date and if true, that (a) this Lease is a true copy of the Lease between the parties, (b) there are no amendments (or stating the amendments), (c) the Lease is in full force and effect and that, to the best of such party knowledge, there are no offsets, defenses or counterclaims of rental or in the performance of the other covenants and conditions to be performed by such party, (d) no default has been declared by either party and that such party has no knowledge of any facts or circumstances which it believes would constitute a default by either party and (e) any other matters reasonably requested by such party.

ARTICLE 43 - Recording

Upon the satisfaction or waiver of the Condition contingencies set forth in Reference Provision **Provisions 1.41 and 1.42** of this Lease, Landlord and Tenant agree to enter into a Memorandum of Lease for recording in the form attached hereto and made a part hereof as EXHIBIT "H" supplementing this Lease. The party recording same shall bear all recording costs therefor. Upon the termination of this Lease, Tenant shall cooperate with Landlord in executing a recordable termination of any recorded Memorandum of Lease.

ARTICLE 44 - Force Majeure

If either party is delayed, hindered or prevented from the performance of an obligation because of other party strikes, lockouts, labor troubles, the inability to procure materials, power failure, restrictive governmental laws or regulations, riots, insurrection, war or another reason not the fault of the party delayed, but not including financial inability, the performance shall be excused for the period of delay. The period for the performance shall also be extended for a period equal to the period of delay. Tenant shall not be excused from the prompt payment of rental, additional rental or other payments. It shall be a condition of Tenant's right to claim an extension that the party delayed notify the other party, in writing, within 10 days after the occurrence of the cause, specifying the nature of the cause and the period of time necessary for performance.

ARTICLE 45 - Construction of Lease

Tenant has read and understands this Lease. The rule of construction that a document should be construed most strictly against the party which prepared the document shall not be applied, because both parties have participated in the preparation of this Lease.

ARTICLE 46 – Security Deposit

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

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

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

ARTICLE 47 - Captions

Captions are for convenience and reference only. The words contained in the captions shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Lease. The use of masculine or neuter genders shall include the masculine, feminine and neuter genders. The singular form shall include the plural if the context requires. "Landlord" and "Tenant" means "Landlord" and "Tenant" and "their agents and employees", unless the context requires otherwise.

ARTICLE 48 - Severability

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

ARTICLE 49 - Objection to Statements

Tenant's failure to object to a statement, invoice or billing within one year after receipt shall constitute Tenant's acquiescence. Tenant shall be required to provide Landlord with a specific and detailed list of Tenant's objections at the time Tenant makes its objection to Landlord. The statement, invoice or billing shall be an account stated between Landlord and Tenant.

ARTICLE 50 - Liability of Landlord

Landlord's liability under this Lease or arising out of the relationship of the parties shall be limited to Landlord's interest in the Shopping Center. Judgments rendered against Landlord shall be satisfied solely out of the proceeds of the sale of Landlord's interest in the Shopping Center which have been received by Landlord. No personal judgment shall apply against Landlord upon extinguishment of its rights in the Shopping Center. A personal judgment shall not create a right of execution or levy against Landlord's assets other than the Shopping Center. The provisions of this ARTICLE 50 shall inure to Landlord's successors and assigns. These provisions are not designed to relieve Landlord from the performance of its obligations under this Lease, but to limit the personal liability of Landlord in case of a judgment against Landlord. Tenant's right to obtain injunctive relief or specific performance or to have any other right or remedy which may be awarded Tenant by law or under this Lease shall not be limited however. No personal liability is assumed by nor shall at any time be enforceable against Landlord.

ARTICLE 51 - No Option

The submission of this Lease is not a reservation of or option for the Leased Premises or any other space in the Shopping Center, and vests no right in Tenant. This Lease shall become effective only upon proper execution and delivery by the parties.

ARTICLE 52 - Special Damages

~~Tenant shall pay Landlord $400 plus one month's installment of Minimum Annual Rental (plus charges, if any, from Landlord's mortgagee) to reimburse Landlord for the administrative and legal expense for the review, preparation and processing of any document sent to Landlord at Tenant's request, whether or not the document is executed by Landlord.~~ Intentionally Omitted.

Under no circumstances whatsoever shall Landlord or Tenant ever be liable hereunder for consequential (including lost profits), punitive, exemplary, or special damages.

ARTICLE 53 - Corporate Tenant

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

ARTICLE 54 - Printed Provisions

The printed provisions of this Lease and written or typed additions shall be given equal weight for the interpretation of this Lease. The deletion of any portion of this Lease shall not create an implication regarding the intent of the parties, and this Lease shall be read and interpreted as if the deleted portion had never been in this Lease.

ARTICLE 55 - Entire Agreement

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

ARTICLE 56 - No Third-Party Rights

This Lease shall not confer rights or benefits, including third-party beneficiary rights or benefits to anyone that is not a named party to this Lease, including any individual, corporation, partnership, trust, unincorporated organization, governmental organization or agency or political subdivision.

ARTICLE 57 - Financial Statements

Intentionally omitted. ~~(a) Tenant acknowledges that it has provided Landlord with its financial statement or annual report ("Statement") and represents that the Statement is a primary inducement to Landlord's agreement to lease the Leased Premises to Tenant. Landlord has relied on the accuracy of the Statement in order to enter into this Lease. Tenant represents that the information contained in the Statement is true, complete and correct in all material aspects. This representation is a precondition to the Lease.~~

~~(b) At the request of Landlord, unless Tenant is a publicly traded company, Tenant shall, not later than 30 days following such request, furnish to Landlord its most recent balance sheet for at least the most recent fiscal year, a statement of income and expense for that year and an opinion of an independent certified public accountant satisfactory to Landlord (or a certificate of the chief financial officer, owner or partner of Tenant) indicating the financial statement has been prepared in conformity with generally accepted accounting principles consistently applied and fairly present the financial condition and results of the operations of Tenant for that year.~~

ARTICLE 58 - Other Locations

Intentionally omitted. ~~If during the Term: (a) Tenant, its parent, subsidiary, franchisor, or franchisee, the Guarantor of this Lease; (b) any person, firm, corporation or other entity having an interest in any of the above parties; or (c) any other person, firm or corporation controlling or controlled by Tenant or any of the above parties, shall directly or indirectly, either individually or as a partner, shareholder, agent, employee or otherwise, own, operate, maintain or have an affiliation, investment or interest in business similar to or in competition with the one operated at the Leased Premises within the radius specified in Reference Provision 1.20 as measured from the perimeter of the Shopping Center (except those carried on as of the Effective Date) then that shall constitute a default. At Landlord's option, in addition to Landlord's other remedies, the Net Sales from any other business within the specified radius shall be included in the Net Sales of the Leased Premises during each year. The Percentage Rental shall be computed on the aggregate of the annual Net Sales made on, in or from the Leased Premises and on, in or from any other business located within the radius. Tenant shall submit monthly sales statements and maintain records of the sales and transactions of the other business. Landlord shall have the right to examine and audit those statements and records as though they were made on, in or from the Leased Premises. A substantial increase in size or other substantial change in the business at locations in existence on the Effective Date, or change in location to a location within the radius, shall remove the exemption created for that location. "Radius" shall mean a geometric measurement and not the actual distance over roads.~~

ARTICLE 59 - Tenant's Failure

This Lease shall be governed by the laws of the State in which the Shopping Center is located and shall be deemed made and entered into in the county in which the Shopping Center is located. If Tenant fails to comply with and perform any of its covenants, conditions or agreements after the expiration of all applicable notice and cure periods, Landlord shall have the right, but not be obligated, to perform the covenants, conditions or agreements. Tenant shall pay to Landlord on demand as additional rental, a sum equal to the amount spent by Landlord for the performance. If Landlord performs any covenants, conditions or agreements, Landlord, its agents or employees may enter the Leased Premises. That entry and performance shall not constitute an eviction of Tenant in whole or in part, nor relieve Tenant from the performance of the covenants, conditions and agreements. Landlord, its agents and employees shall not be liable for claims for loss or damage to Tenant or anyone claiming through or under Tenant.

ARTICLE 60 - Ownership

(a) If the ownership of the Shopping Center is in a Real Estate Investment Trust, then Landlord and Tenant agree that Minimum Annual Rental, Percentage Rental and all additional rental paid to Landlord under this Lease (collectively referred to in this ~~Section~~ ARTICLE 60 as "Rent") shall qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the "Code") and the U.S.

Department of Treasury Regulations (the "Regulations"). Should the Code or the Regulations, or interpretations of them by the Internal Revenue Service contained in Revenue Rulings, be changed so that any Rent no longer qualifies as "rent from real property" for the purposes of Section 856(d) of the Code and the Regulations, other than by reason of the application of Section 856(d)(2)(B) or 856(d)(5) of the Code or the Regulations, then Rent shall be adjusted so that it will qualify (provided however that any adjustments required pursuant to this ~~Section~~ **ARTICLE** shall be made so as to produce the equivalent (in economic terms) Rent as payable prior to the adjustment).

(b) Any services which Landlord is required to furnish pursuant to the provisions of this Lease may, at Landlord's option, be furnished from time to time, in whole or in part, by employees of Landlord or Landlord's affiliates or by one or more third parties hired by Landlord or Landlord's affiliates. Tenant agrees that upon Landlord's written request it will enter into direct agreements with the parties designated by Landlord to provide such services, provided that no such contract shall result in Tenant having to pay, in the aggregate, more money for the occupancy of the Leased Premises under the terms of this Lease, or Tenant's receiving fewer services or services of a lesser quality than it is otherwise entitled to receive under the Lease.

ARTICLE 61 - Special Provisions

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

ARTICLE 62 - Tenant's Financing

Tenant may, from time to time, secure financing or general credit lines, and grant the lenders as security therefor a security interest in Tenant's fixtures, personalty, inventory and equipment and the right to enter and re-enter the Leased Premises to realize upon the security covered by the security interest. Landlord agrees to evidence Landlord's consent in writing to such security interest. Landlord hereby acknowledges that Landlord does not have a lien on any of Tenant's personalty, and Landlord hereby waives its lien or related rights, if any, granted or conferred upon Landlord, by statute or otherwise, on any of Tenant's personalty. To the extent any such lien is nevertheless imposed upon Tenant's personalty, Landlord hereby subordinates such lien to the lien of any holder of indebtedness of Tenant.

ARTICLE 63 - Special Provisions

Landlord will cause GGP Nimbus, LP, a Delaware limited partnership, to execute and deliver the Guaranty in the form attached hereto as Exhibit "G-1" concurrent with Landlord's execution and delivery of this Lease.

The exhibits are incorporated by reference into this Lease.

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

TENANT:

Dave & Buster's of Massachusetts, Inc,
a Massachusetts corporation dba "Dave & Buster's"

By: _____
Jay L. Tobin, Vice President

LANDLORD:

GS Portfolio Holdings II, LLC, a Delaware limited liability company

By: GGP-SRC Member, LLC, its managing member

By: _____
Authorized Signatory

~~AFFIDAVIT~~

~~The undersigned has signed a Lease dated _____, 20__, with **GS PORTFOLIO HOLDINGS LLC**, a _____ for the occupancy of Space No. **3201 Natick Mall Sears Anchor**. The Lease business terms were negotiated with **Keiji Takeda**, as representative of the Landlord. No representative, agent or employee of the Landlord represented, suggested, promised or implied that the undersigned would be given an exclusive use in the Shopping Center for the operation of the business to be conducted in the Leased Premises, or that the Landlord would not lease space in the Shopping Center to a competing or other tenant. Nor has any representative, agent or employee of Landlord made any representations, inducements or promises about the Leased Premises or the entry into the Lease, unless expressly in the Lease. Nor has any representative, agent or employee made any representations, inducements or promises about the characteristics or conditions regarding or pertaining to the Leased Premises or the Shopping Center, unless expressly in the Lease. The undersigned has independently investigated the potential for the success of its operations in the Shopping Center and has not relied upon any representations, inducements or promises by Landlord's representatives, agents or employees, other than those contained in the Lease.~~

_____

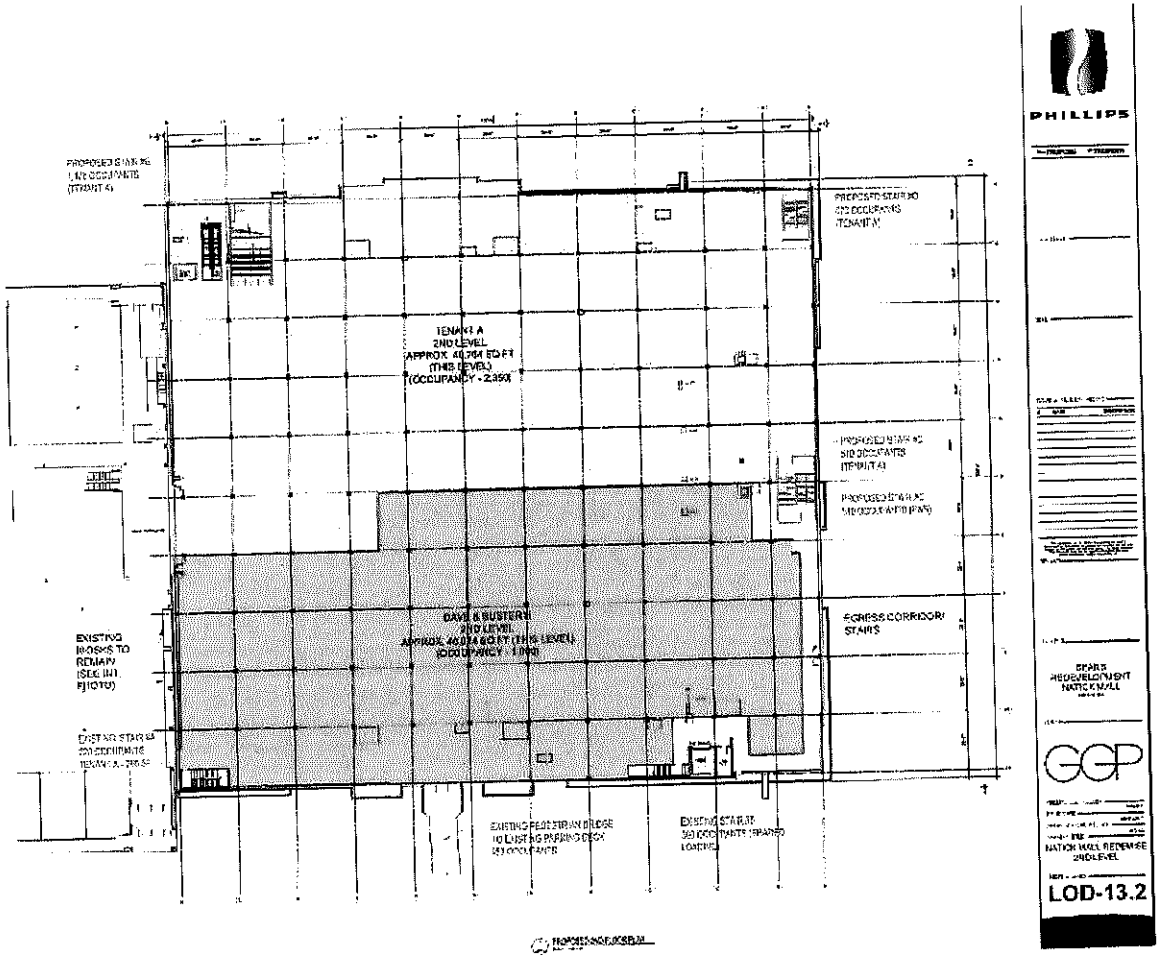
~~TENANT: **Dave & Buster's Inc**~~
~~d/b/a: **Dave & Buster's**~~

~~By: _____~~
~~Its: _____~~

~~Sworn to before me this _____ day of _____, 20__~~

_____
~~Notary Public~~

EXHIBIT A



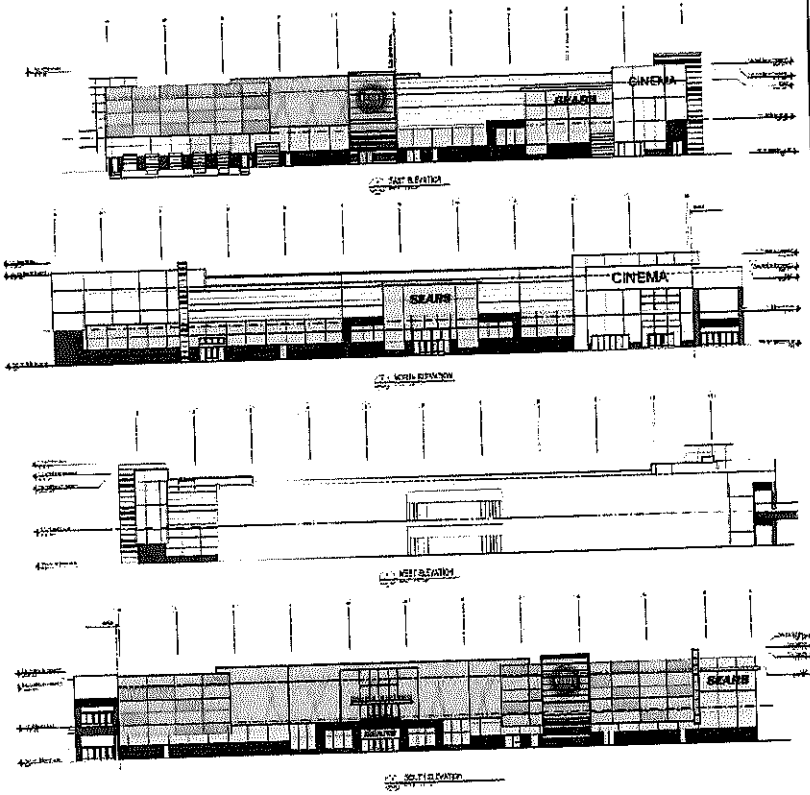
PHILLIPS

GGP

NATICK MALL REDEVELOPMENT

NATICK MALL REDEVELOPMENT
2ND LEVEL

LOD-13.2



PHILLIPS

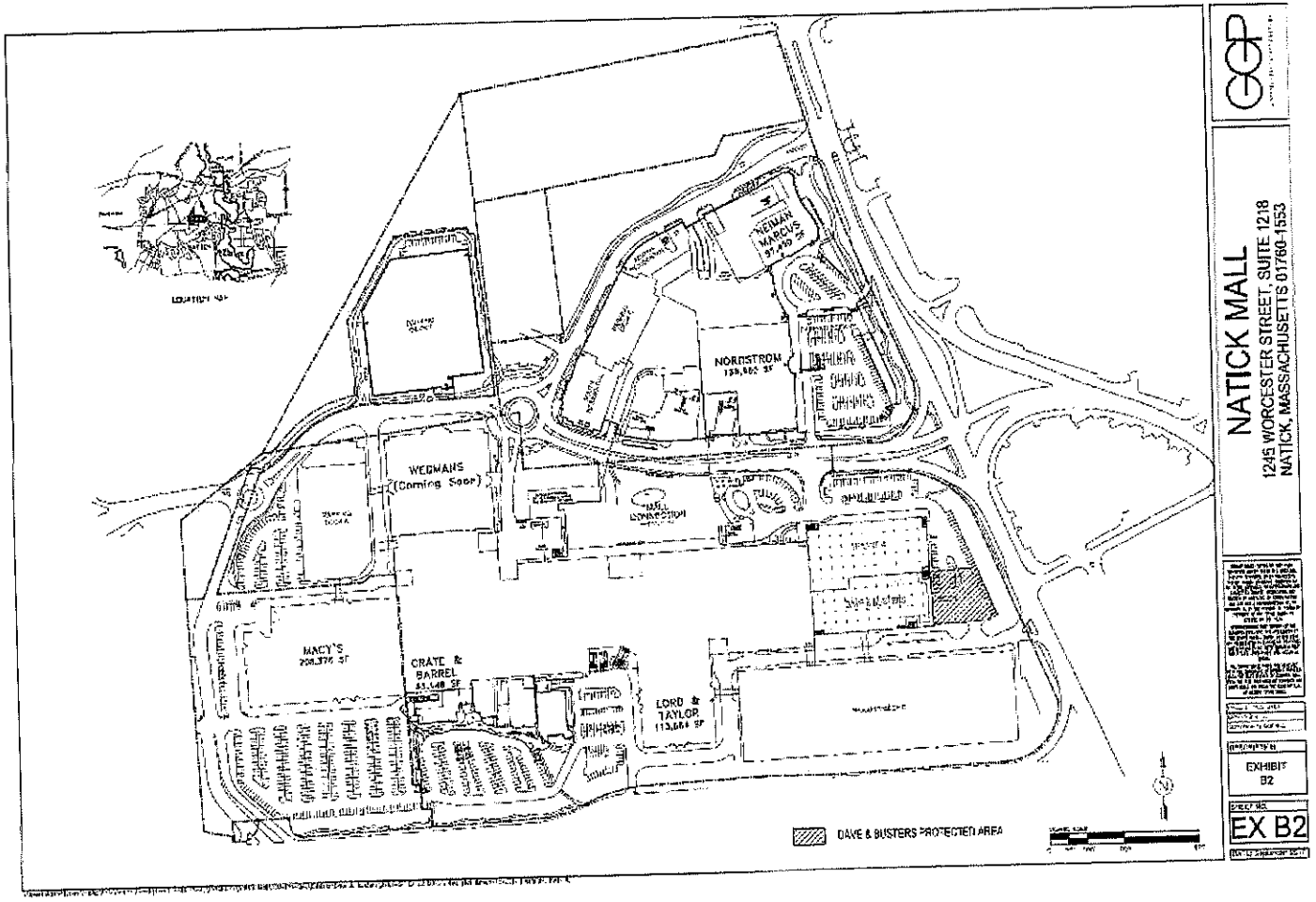
SEARS
REDEVELOPMENT
NATICK MALL

GGP

NATICK MALL
PROPOSED
ELEVATIONS

LOD-13.3

EXHIBIT B
Intentionally Omitted



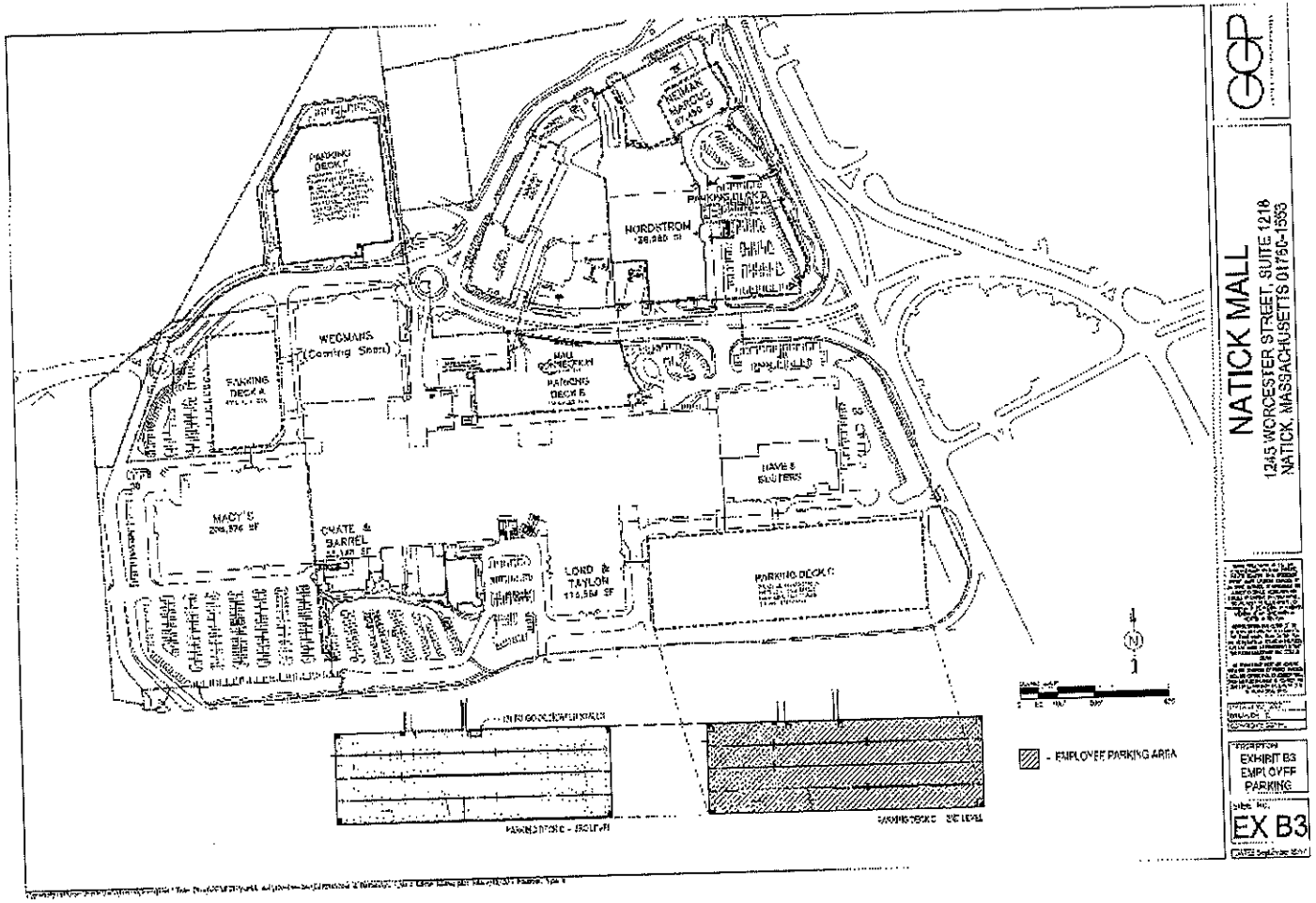
GGP

NATICK MALL

1245 WORCESTER STREET, SUITE 1218
NATICK, MASSACHUSETTS 01760-1553

EXHIBIT B2

EX B2



GGP

NATICK MALL
1245 WORCESTER STREET, SUITE 1210
NATICK, MASSACHUSETTS 01760-1533

DESCRIPTION
EXHIBIT B3
EMPLOYEE PARKING

SHEET NO.
EX B3

EXHIBIT C

DESCRIPTION OF LANDLORD/TENANT WORK

DAVE AND BUSTER'S

NATICK, MASSACHUSETTS

All such work shall be in accordance with this Exhibit "C", the **Landlord's final shell plans (Exhibit LW) and the Tenant final plans as approved by Landlord (Tenant's Final Plans)** ~~Tenant Criteria~~ All work to be performed by Landlord in delivering the Leased Premises to Tenant shall be limited to those items expressly set forth in Exhibit "C" and Exhibit L-W, and Article 2 of the Lease, some of which may be performed by Landlord on behalf of, and for Tenant as is more fully described herein. In the Event of a conflict between Exhibit C & L-W, Exhibit L-W should apply.

A. TENANT PACKAGE

Landlord may provide the following to better identify the Leased Premises and provide details in describing conditions of the shell structure

a. Lease exhibit drawing indicating approximate Leased Premises.

b. Dimensional floor plan drawings, if available. Tenant shall not rely on such plans or drawings and must field-verify physical dimensions and existing conditions in the Leased Premises prior to and during Tenant Work (defined in ARTICLE 2 of the Lease).

c. Tenant acknowledges design containing Tenant-required drawing information, sign and architectural elevations are subject to approval by the Natick Planning Board.

B. TENANT PLAN SUBMITTAL REQUIREMENTS

Tenant Plan Submittal & Additional Requirements

a. By the submittal date for preliminary plans and specifications specified in the Article 1.04, Tenant agrees to notify Landlord of the identity and mailing address of the licensed architect engaged by Tenant for the preparation of plans for Tenant's Work. At the same time Tenant, at Tenant's expense, shall cause Tenant's architect to prepare and deliver to Landlord for Landlord's approval one (1) preliminary drawing submittal for Tenant's Work,.

b. Intentionally Omitted.

c. By the submittal date for final plans and specifications specified in the Reference Provisions, Tenant, at Tenant's expense, shall cause Tenant's architect to prepare and deliver to Landlord for Landlord's approval three (3) sets of final working drawings and specifications for Tenant's Work.

d. Landlord shall review Tenant's drawings and specifications and notify Tenant within 15 days of their receipt if they do not meet with Landlord's approval. Tenant shall, within 10 days of the receipt of notification, revise and resubmit the drawings and specifications. When Landlord has approved Tenant's drawings and specifications, Landlord shall initial and return one (1) set of approved drawings to Tenant. That set shall show the date of Landlord's approval and shall be the "Tenant's Final Plans".

e. If any changes and/or revisions are made in Tenant's working drawings and specifications after Landlord's initial approval, Tenant shall deliver to Landlord one set of revised working drawings and specifications for additional approval.

f. No approval by Landlord shall be valid unless signed in writing by Landlord or Landlord's representative.

g. Tenant shall prepare its plans and perform Tenant's Work in compliance with Landlord's requirements, governing statutes, ordinances, regulations, codes and insurance rating boards. ~~Tenant shall pay Landlord for review of final plans at the rate of $0.50 per square foot of space in the Leased Premises, plus $0.25 per square foot for each required additional review of final plans.~~ Landlord's approval does not relieve Tenant of its obligation to complete Tenant's Work in accordance with the terms of the Lease, nor of the necessity of Tenant's compliance with the laws, rules, regulations and ordinances of local governing authorities.

h. Any approval by Landlord or Landlord's architect shall neither obligate Landlord in any

manner whatsoever with respect to the finished product, design and/or construction by Tenant nor be deemed to be a modification or amendment to the provisions of the Lease. Any deficiency in design or construction, with or without prior approval of Landlord, shall be solely the responsibility of Tenant. Tenant shall be solely responsible for corrections in Tenant's Work and its working drawings and specifications required by governmental authority.

i. Notwithstanding anything to the contrary contained in this Lease, Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA"), and any amendment to the ADA, as well as applicable state, local laws, regulations, ordinances and independent inspections. Compliance will include, but not be limited to, the design, construction, and alteration of the Leased Premises as well as access to, employment of and service to individuals covered by the ADA. Upon completion of work, Tenant's or Tenant's architect must supply to Landlord a letter, satisfactory to Landlord, stating that the Leased Premises have been designed and constructed in accordance with and are in compliance with the ADA.

j. Within ~~10~~ 60 days after opening for business in the Leased Premises, Tenant shall provide Landlord with one set of "as-built" drawings and specifications indicating the changes from Tenant's Final Plans made during the performance of Tenant's Work. As-built drawings shall accurately locate all underground utilities and equipment installed. As-built drawings shall be delivered to Landlord prior to final inspection of the Leased Premises.

If any changes and/or revisions are made in Tenant's working drawings and specifications after Landlord's initial approval, Tenant shall deliver to Landlord one set of revised working drawings and specifications for additional approval. All design and construction related costs incurred by Landlord resulting from changes to Tenant's approved plans shall be at Tenant's expense. All design and/or Construction changes incurred by Tenant due to Landlord's modification to the LOD or design changes to accommodate Landlords delivery conditions that do not meet the final plans shall be reimbursed by Landlord to Tenant.

C. STRUCTURE

1. Building Shell
Structural modifications and or additions by Tenant to Landlord's structure is subject to Landlord's prior approval. Tenant shall submit structural calculations, which have been prepared by a licensed structural engineer, to Landlord for review by Landlord's engineer, at Tenant's expense.

2 Roof Penetrations

Roof penetrations by Tenant shall be held to a minimum. Penetrations, flashing and patching of the roofing system shall be made by Landlord's roofing contractor, subject to Landlord's prior approval, at Tenant's expense. Any structural framing or structural calculations required by Landlord as a result of Tenant's roof penetrations shall be performed at Landlord's option by Landlord's contractor, at Tenant's expense. Any associated curbs, rails, skids, etc. which can impact the roof system shall be designed in accordance with the manufacturer's recommendations and installed by Landlord's approved roofing contractor, at Tenant's expense. Roof penetrations not outlined in landlord work should be kept to a minimum and need to be done by landlord preferred roof contractor, provided that the cost of Landlord's roofing contractor is competitive and reasonable.

D. INTERIOR STOREFRONTS

a.

E. DEMISING WALLS AND EXITS

1. Demising Walls
a. Tenant is responsible for furnishing gypboard on all demising partitions and surfaces in accordance with code.

b.

2. Exit Requirements
Landlord is responsible for providing all exit requirements and exit identifications within the Leased Premises in accordance with requirements of applicable code and subject to approval by the local building authority.

F. INTERIOR FINISHES, FURNISHINGS AND EQUIPMENT

1. Floor Finish
Tenant is responsible for all floor finish covering materials for the Leased Premises and shall make a smooth, level transition with the mall floor at the lease line.

2. Wall Finish
Tenant is responsible for the installation of finished walls on the demising partitions, including any necessary additional supports, wall blocking, fire tapping and wall finishes, at Tenant's expense.

3. Ceilings
Ceiling height limitations are created by existing conditions and floor-to-floor heights vary throughout the Shopping Center. Any relocation of or modification to existing piping, conduit and/or ductwork necessitated by Tenant's installation of a ceiling shall be at Tenant's expense.

4. Furnishings and Equipment
Tenant is responsible for furnishing and installing all fixtures, furnishings, equipment, shelving, trade fixtures, leasehold improvements, interior decorations, graphics, signs, mirrors, coves and decorative light fixtures and other special effects in accordance with all applicable federal, state, local laws, regulations and ordinances.

G. SIGNAGE

1. Tenant Signage Submittal

Tenant shall submit sign manufacturer's shop drawings to Landlord depicting sign, lettering dimensions, overall dimensions, color, materials, mounting details, quantities and location of the sign in relation to each elevation. **and reasonably approved by Landlord, provided that Tenant may utilize the maximum signage as allowed under the REA and in compliance with applicable codes**. Signs, permits and related or resulting construction shall be Tenant's responsibility

a. Landlord's final written approval is required prior to sign fabrication..

H. HEATING VENTILATION AND AIR CONDITIONING

1. Heating, Ventilation and Air Conditioning System, "HVAC System"

a. Landlord is required to install the RTU's to serve the Leased Premises per the approved plans.

b.

2. Additional Tenant Requirements
Tenant is responsible for providing the mechanical system within the Leased Premises, including but not limited to maintenance, supply metal ductwork, grilles, registers, electrical wiring, controls, heating, heat detection and circuitry necessary for the satisfactory operation of an air conditioning system.

I. TOILET EXHAUST SYSTEM

1. Tenant is required to design and install the exhaust system and connect to the Landlord's roof penetration within the Leased Premises.

J. SPECIAL EXHAUST AND MAKE-UP AIR SYSTEMS

1. Special Exhaust Systems Tenant shall design and install an engineered exhaust and make-up air system in accordance with applicable code.

K. UTILITIES

1. Tenant Electrical Requirements
Landlord shall provide the main electric distribution system as more fully described in the **Landlord's shell plans as reviewed and approved by Tenant in accordance with capacity defined in Exhibit LW**.

2. Water Service
See exhibit LW

3. Sanitary Service
See exhibit LW

4. Water Meter See exhibit LW

5. Natural Gas Service

See exhibit LW

6. Fire Protection

Landlord shall provide an active Shell Sprinkler system for Tenants to build tenant space sprinkler from such system.

7. Fire Alarm; Tenant's fire alarm system shall be compatible with Landlord's system and comply with the applicable building codes, fire marshal and Landlord's insurance carrier.

L. SPECIAL FOOD TENANT REQUIREMENTS

Food Preparation Extinguishing Systems

1. Tenant shall design and install automatic extinguishing equipment in accordance with applicable codes.

2. Grease Trap

a. Landlord shall install, (in accordance with applicable code and subject to Landlord's approval), a dedicated 5,000 gallon grease trap system and indicate the location of the dedicated grease trap system on its plumbing plans.

b. All food-related tenants shall connect all sinks and floor drains within the Leased Premises (except toilet facility fixtures and drains) to the grease line in accordance with applicable code.

3. Grease Trap Service and Removal

a. Tenant is responsible for properly maintaining its dedicated grease trap system.

b. Copies of maintenance and cleaning reports shall be made available to Landlord's on-site representative upon request.

M. FIRE PROTECTION SYSTEM

Tenant Sprinkler System

Tenant's fire protection system shall comply with the requirements of the applicable building codes, and fire marshal.

N. CONSTRUCTION REQUIREMENTS

1. Construction Deposit

2. Construction Barricade

Landlord may require Tenant to erect a barricade that complies with mall standards at the start of Tenant's Work, at Tenant's expense.

3. Construction Trash Removal

Tenant is responsible for trash removal during construction, fixturing and stocking at Tenant's expense.

4. Temporary Electric

Landlord may provide, at its option, temporary electrical service in general areas during construction. Tenant shall request, in writing, permission to connect to the temporary service and distribute temporary service to the Leased Premises in accordance with applicable code. In the event Landlord provides temporary electrical service, Tenant shall pay Landlord a single charge equal to the greater of $750.00 or $0.75 per square foot of the Leased Premises.

5. Contractor Requirements

a. Tenant and or Tenant's contractor shall not commence any work without checking in with Landlord's on-site representative and supplying all required pre-construction documents. Documents shall include but not be limited to a copy of building permit, Certificate of Insurance and contractor's license.

b. Tenant shall ensure that all Tenant's contractors licensed in the state where the Shopping Center is located.

c. Tenant's contractor or subcontractor shall not post signs in any part of the Shopping Center, on construction barricades or in the Leased Premises without approval from Landlord.

d. The contractor may perform "noisy" construction, such as jack hammering, saw cutting, core drilling, etc., only during hours approved by Landlord's on-site representative.

e. Tenant's contractor shall supply fire extinguishers during construction, in accordance with code.

6. Tenant's Work

a. Tenant shall conform to and comply with all federal, state, county and local laws, ordinances, permits, rules and regulations in the performance of Tenant's Work or in the performance of any alterations, additions or modifications.

b. Tenant's Work shall be coordinated with Landlord's Work as well as with the work of other tenants in the Shopping Center so that Tenant's Work shall not interfere with or delay completion of other construction in the Shopping Center.

c. Work performed by Tenant or Tenant's contractor shall be performed so as to avoid a labor dispute. If there is a labor dispute, Tenant shall immediately undertake whatever action may be necessary to eliminate the dispute including, but not limited to, (i) removing all disputants from the job site until the labor dispute is over, (ii) seeking an injunction in the event of a breach of contract action between Tenant and Tenant's contractor and (iii) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute. If, during the period of initial construction of the Leased Premises, any of Tenant's employees, agents or contractors strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are conducted or carried out against Tenant or its employees, agents or contractors, Tenant shall immediately close the Leased Premises and remove all employees until the dispute giving rise to the strike, picket line, boycott or objectionable activity has been settled to Landlord's satisfaction.

d. Tenant's Work shall be subject to inspection by Landlord during the course of construction for the purpose of determining the quality of the workmanship and adherence to Landlord requirements. Tenant shall require its contactor to cooperate with Landlord and correct any deficiencies noted by Landlord. All work performed by Tenant during the Term of the Lease shall be performed in accordance with this Lease.

e. All work by Tenant, including repair work, shall be performed in a first-class workmanlike manner and shall be in a good and usable condition at completion. Tenant shall require any person performing work to guarantee that the work is free from any and all defects in workmanship and materials for one (1) year from the date of completion.

O. INSURANCE REQUIREMENTS

Tenant's contractor must fulfill the following insurance requirements, and shall maintain at no expense to Landlord:

a. Workers' Compensation Insurance within statutory limits and Employer's Liability Insurance with limits of not less than $100,000.

b. General Liability Insurance with limits of not less than $2,000,000 combined single limit for bodily injury and property damage, including personal injury, Contractual Liability coverage specifically endorsed to cover the indemnity provisions contained herein and Contractor's Protective Liability coverage if contractor uses subcontractors.

c. Motor Vehicle Liability Insurance in the Contractor's name, including owned, non-owned, leased and hired car coverage with limits of not less than $2,000,000 combined single limit per occurrence for bodily injury and property damage.

d. Tenant shall cause each of its contractors to agree to name Landlord, the parents, subsidiaries and affiliates of Landlord and if Landlord elects, any owner or other occupant in or adjoining the Shopping Center, as Additional Insureds on Contractor's Commercial General Liability Insurance and Motor Vehicle Liability Insurance. In addition to the insurance Tenant is required to maintain under ARTICLE 19, Tenant shall maintain Builders Risk Insurance including water damage and earth movement for the full replacement cost of Tenant's Work.

e. Each of Tenant's contractors shall also, to the fullest extent permitted under the law, protect, defend, save harmless and indemnify Landlord, the parents, subsidiaries and affiliates of Landlord, and if Landlord elects, any owner or other occupant in or adjoining the Shopping Center, and their employees, officers and agents against any and all liability claims, demands or expenses incurred on account of any injury or damage, alleged or real, arising out of or in any way connected with any act or omission to act on the part of the indemnitor.

f. Certificate evidence of the required insurance shall be furnished to Landlord before the start of Tenant's Work. Insurance carriers shall have an AM Best's rating of A-VII or better, and shall be registered or authorized to do business in the state in which the Shopping Center is located.

P. GENERAL

1. Hazardous Materials
Tenant shall comply with any existing or future city, state, county or federal regulations or legislation regarding the control of pollution. Tenant shall not use or install, nor shall permit its contractors to use or install, any building materials containing asbestos or other Hazardous Material. Upon expiration of the Term or the earlier termination of this Lease, Tenant shall provide Landlord with a statement signed by Tenant that the Leased Premises do not contain any Hazardous Material. If Tenant fails to do so, Landlord shall have the right to have the Leased Premises inspected for the presence of Hazardous Material, and if Hazardous Materials are present in the Leased Premises, to take all actions which are necessary to return the Leased Premises to the condition it was in prior to the presence of Hazardous Material in the Leased Premises, all at Tenant's expense. This obligation by Tenant shall survive the Expiration Date or earlier termination of this Lease and shall survive any transfer of Landlord's interest in the Shopping Center.

2. Tenant's Refuse
Tenant is responsible for keeping the Leased Premises, the corridor, mall or arcade adjacent to the Leased Premises broom clean and free of trash. Any material, whether trash or otherwise, placed outside of the Leased Premises for more than 24 hours shall be subject to removal and disposal without notice.

3. Certificate of Occupancy
Tenant is responsible for obtaining a Temporary Certificate of Occupancy promptly following completion of Tenant's Work, and shall promptly forward a copy of it to Landlord prior to Tenant opening for business in the Leased Premises. Tenant shall not be permitted to open for business without a Certificate of Occupancy. Upon completion of Tenant's Work or any alterations under ARTICLE 12 of the Lease, Tenant shall submit an original contractor's notarized affidavit, all subcontractors' original notarized affidavits and original notarized final waivers of lien, as well as any original notarized lien waivers that Landlord may require from contractors, subcontractors, laborers, and material suppliers for work performed over $10,000

4. Square Footage Calculations
The calculations of the dimensions and square footage of the Leased Premises are from the centerline of interior partitions, from the outside face of exterior walls, and from the full thickness of corridor and shaft walls. No deductions are allowed for the space occupied by columns, interior partitions, or other interior construction or equipment installed or placed in the Leased Premises. The Leased Premises shall not include any space above the bottom of the structural framework supporting the upper level or roof of the Shopping Center, as the case may be, or below the floor level of the Leased Premises.

EXHIBIT E
Exclusive Uses

BAREMINERALS — **Natick West - 3766**

Lease ID w/ Version: 239871.1 — Unit: 3050

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 9/7/2007 — Clause End Date: 1/31/2018

Notwithstanding anything to the contrary, Landlord agrees that it shall release or license pushcarts or kiosks within that portion of the Common Areas (specifically excluding hallways) as shown cross-hatched on EXHIBIT "E" attached hereto (the "Protected Area") to another tenant whose permitted use includes the sale on behalf of mineral based cosmetics ("Competing Tenant"). If Landlord, at any time during the Term of this Lease, leases or licenses a pushcart or kiosk to a Competing Tenant, or if any such similar products are sold from a pushcart or kiosk within the Protected Area, and provided Tenant notifies Landlord of its objection to such Competing Tenant or sales, Landlord shall use diligent efforts upon receipt of Tenant's notice to respond to Tenant's objection and if necessary, to remove said pushcart or kiosk. Upon Tenant's notification to Landlord of such Competing Tenant's existence in the Protected Area, Tenant's Minimum Annual Rental and Percentage Rental shall abate from the date of Landlord's receipt of Tenant's notification until such date that Landlord responds to Tenant's objection, or if necessary, removes such Competing Tenant. In addition, Tenant shall pay to Landlord a "Substitute Rental" equal to [redacted] of Tenant's Net Sales (as defined in ARTICLE 5) for each and every month during the abatement period, provided, however, in no event shall Tenant's payment of Substitute Rental exceed 50% of the Rental payment Tenant would have made prior hereto. Upon Landlord's written notification to Tenant addressing Tenant's objection, and/or advising of the removal of such Competing Tenant, Tenant shall resume the payment of Minimum Annual Rental and Percentage Rental as set forth in the Lease prior to this insertion hereof.

CHARMING CHARLIE — **Natick West - 3766**

Lease ID w/ Version: 343010.1 — Unit: 4054

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 11/18/2014 — Clause End Date: 1/31/2025

Rent Reduction: Notwithstanding anything contained in this Lease to the contrary, if Landlord shall lease space in the Shopping Center to a Competing Business (defined below) for the Restricted Use (as defined below) during the Term, and Tenant's Net Sales from the Leased Premises for the period starting on the date the Competing Business opens for business in the Shopping Center and ending one year after, decreases by an amount greater than 10 % of the Net Sales generated during the same one year period in the preceding year, then Tenant's sole and exclusive remedy shall be the right to pay Landlord, in lieu of Minimum Annual Rental, a sum equivalent to [redacted] of Minimum Annual Rental payable by Tenant to Landlord for the period of time during which the Competing Business is open and operating in the Shopping Center. This right shall be exercised upon 60 days prior written notice given to Landlord within 30 days after the expiration of the one year period. "Restricted Use" shall mean the operation of a large format accessory store in excess of 5,000 square feet of floor area, providing all of the products and services provided by Tenant in accordance with Reference Provision 1.03. "Competing Business" shall mean a business not affiliated with Tenant which uses its premises in the Shopping Center primarily for the Restricted Use, excluding: (a) any business occupying its premises directly or (as an assignee, sublessee, licensee or concessionaire) indirectly under a lease that was executed prior to the execution of this Lease but is in effect as of the date of this Lease (a "Prior Lease"), a renewal or extension of a Prior Lease, or a new lease that is executed by a business which leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease; (b) any anchor or variety and specialty store, theatre, drug or grocery store or any portion of the Shopping Center not controlled by Landlord; (c) any business which incidentally engages in the Restricted Use (For purposes of this Reference Provision 1.28, a business shall be deemed to be using its premises primarily for the Restricted Use if, on an annual basis, more than 50% of the sales floor area its premises are devoted to the Restricted Use. A business shall be deemed to be using its premises in the Shopping Center incidentally for the Restricted Use if, on an annual basis, less than 25% of the sales floor area of its devoted to the Restricted Use); and (d) any business which engages in the Restricted Use, but is not specifically permitted to do so in its lease. This Reference Provision 1.28 shall automatically become null and void if: (a) Tenant is in default under this Lease; (b) Tenant assigns its rights under this Lease in whole or in part or sublets all or any portion of the Leased Premises other than to an entity that does not require Landlord's consent; (c) a change of corporate control or of the partnership interests of Tenant occurs which would entitle Landlord to terminate this Lease (regardless of whether Landlord actually exercises such right to terminate); (d) the Leased Premises cease to be used primarily for the Restricted Use by Tenant; (e) Tenant has achieved Net Sales during the one year period described above in excess of the applicable Annual Sales Base for that period of time; (f) Tenant is not occupying the Leased Premises; (g) Any business which offers for sale goods branded only with such business' trade name (by way of example, Coach, Michael Kors, Marc Jacobs, Chanel, Burberry, Henri Bendel) ; or (h) the Shopping Center is expanded.

EVERYTHING BUT WATER — **Natick West - 3766**

Lease ID w/ Version: 306040.1 — Unit: 4019

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 5/1/2012 — Clause End Date: 5/31/2021

Notwithstanding anything contained in this Lease to the contrary, so long as Tenant is not in default under this Lease beyond any applicable notice and cure periods, if during the first 36 months of the Term of this Lease, Landlord shall lease space in the Natick West Shopping Center only to another tenant whose primary permitted use is the sale of systemulin ("Competing Tenant") and Tenant's Net Sales (as defined in ARTICLE 5) from the Leased Premises for the period starting on the date that the Competing Business opens for business in the Shopping Center and ending 6 full consecutive calendar months prior (the "Measurement Period"), decreases by an amount greater than 10% of Net Sales compared to the same time period of the previous calendar year, then Tenant shall have the right (which shall be its sole and exclusive remedy) to pay Landlord a sum equivalent to [redacted] of Tenant's Minimum Annual Rental (as set forth in Reference Provision 1.07 of this Lease) and 50% of Tenant's Operating Expenses Payment (as set forth in Reference Provision 1.22 of this Lease) during the time the Competing Tenant is open for business, or until the first day of the 37th month of the Term. This right shall be exercised upon 30 days prior written notice given to Landlord within 30 days after the expiration of the Measurement Period. In addition to Tenant's right to pay reduced rental should Landlord lease space to a Competing Tenant in violation of the conditions set forth in this Reference Provision 1.28 Reference Provision 1.20 Radius shall be null and void

J. JILL — **Natick West - 3766**

Lease ID w/ Version: 356083.1 — Unit: 3013

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 3/21/2016 — Clause End Date: 2/28/2026

For this Lease at Natick West only, LL shall not: (a) lease a space directly above the Leased Premises for a restaurant or food court use with onsite cooking; or (b) lease a space immediately adjacent to the Leased Premises that has kitchen, refrigeration or plumbing along the shared wall next to Tenant's sales floor or fitting room in the Leased Premises. If LL leases space immediately adjacent to the Leased Premises for a restaurant or food court use with onsite cooking, then LL shall require such restaurant to properly waterproof, soundproof and ventilate the kitchen area of such restaurant so as to not interfere with Tenant's business operation in the Leased Premises. Any restaurant or food court use with onsite cooking located directly above the Leased Premises is a LL violation of this Lease and LL will be liable for any damage to the Leased Premises or Tenant's property (including merchandise), notwithstanding anything to the contrary in this Lease. Any incident involving a restaurant adjacent to the Leased Premises that causes damage to the Leased Premises or Tenant's property (including merchandise) to the Leased Premises that cost more than $10,000.00 in the aggregate during the Term, then the amount in excess of $10,000.00 shall be paid for by LL. In addition, Tenant acknowledges and agrees that (i) there is an existing restaurant located directly behind the Leased Premises, (ii) the use of the space directly behind the Leased Premises as a restaurant will not violate the terms and provisions contained in this Reference Provision 1.35, and (iii) LL shall have the right, in its sole and absolute discretion, to lease the space located directly behind the Leased Premises for any restaurant use regardless of whether said Lease is with current tenant or any other third party entity.

MICROSOFT | **Natick West - 3768**

Lease ID w/ Version: 319282.1 | Unit: 3072

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 5/30/2013 | Clause End Date: 5/29/2023

During the Lease Term, including any renewal or extension thereof, Landlordwill not lease any premises within one hundred (100) feet of the Leased Premises that sells Competing Products as defined below. It is understood and agreed that the foregoing restriction shall not applyto (a) any existing tenants under an existing lease (a "Prior Lease") or renewals thereof by a partyunder a Prior Lease whose current use clause permits the sale of Competing Products provided thatthe terms of such Prior Lease are not amended so as to expand or enlarge the right of the tenant thereunder to engage in the sale of Competing Products, or (b) non-electronic retailers selling private label Competing Products under such retailers' trade name only. If Landlord violates the terms ofthis paragraph and the same continues for more than ten (10) days after receipt of written notcetherecof from Tenant, then from expiration of such ten (10) day period until such time as that violation is cured, Tenant's Minimum Annual Rental shall be reduced by [redacted] for each such violation. The "Competing Products" shall mean the following: computer software and computer hardware including desktop, laptop, gaming consoles, notebook and netbook computers, mobile devices, mobile phones, portable music devices (such as but not limited to MP3 players) and peripherals and any andall current, successor or next generation products related to all of the foregoing. For these purposes,the term "peripherals" shall mean a separate piece of hardware that interfaces and receivesinformation and/or direction from a computer or a computer device.

ORIGINS | **Natick West - 3768**

Lease ID w/ Version: 350982.1 | Unit: 3000

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 11/1/2015 | Clause End Date: 1/31/2026

Rental Reduction: Notwithstanding anything conta ned in this Lease to the contrary, if Landlord shall lease space in the Shopping Center to a Competing Business (defined below) during the Term, then Tenant's sole and exclusive remedy shall be the right to (a) pay Landlord, in lieu of Minimum Annual Rental and Percentage Rental and all additional charges under the Lease (except utilities), a sum equivalent to [redacted] of all Net Sales (as defined in ARTICLE 5 hereof), payable by Tenant to Landlord, for the period of time during which the Competing Business is open and operating in the Shopping Center; or (b) terminate this Lease, upon 60 days' notice to Landlord given at any time after the Competing Business is operating in the Shopping Center, in wh ch event Landlord shall pay to Tenant the unamortized cost (on a straight line basis over a 10 year amortization period) of Tenant's leasehold and other improvements to the Leased Premises. A "Competing Business" shall mean a business not affiliated with Tenant which shares a demising wall with the Leased Premises and trades under the trade name of "Sephora". This Reference Provision 1.28 shal automatically be null and void if: (a) Tenant is in default of any material terms under the Lease after the lapse of any applicable cure period and as a consequence thereof Landlord exercises its rights under the Lease; (b) Tenant assigns its right under this Lease to any entity which is not owned and/or controlled, directly or indirectly by The Estee Lauder Companies Inc.; or (c) The Leased Premises ceases to be used primarily for the Permitted Use as set forth in ARTICLE 1 (c).

P.F. CHANG'S CHINA BISTRO | **Natick West - 3768**

Lease ID w/ Version: 244344.1 | Unit: 4006

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 2/11/2008 | Clause End Date: 2/28/2018

So long as Tenant is fully open and operating (subject to periods of closure due to fire, casualty, Force Majeure, periodic remodeling, Article 25 and any other closure not to exceed 180 consecutive days) as a P.F. Chang's China Bistro restaurant (or a restaurant under a different trade name that is being used by all of Tenant's restaurants in Massachusetts and which is serving primarily Asian/Chinese cuisine) at the Leased Premises, Landlord and its successors and assigns, agree that it/they shall not lease to, sell to, or permit any, restaurant operator to serve Asian or Chinese food as Primary Menu Items (the "Exclusive Use") within the Shopping Center. If the foregoing Exclusive Use is violated, then in addition to any other remedies available to Tenant from and after the date of such violation and continuing until the violation has been fully cured, (a) the Minimum Annual Rent otherwise payableheraunder shall be reduced by t[redacted]), and (b) Percentage Rent shall be abated in its entirety. For the purposes of this paragraph "Primary Menu Items" shall mean twenty-five percent (25%) or more of menu items (including any specials not ore printed on the menu, but excluding beverages and desserts). Provided,however, this restriction shall not apply to: (a) any vendor operating in the Shopping Center land court occupying less than 2,500 square feet; or (b) any of the operators of the anchor department store buildings in the Shopping Center while such buildings are being occupied as such and deemed as a single premises.

TOMMY BAHAMA | **Natick West - 3768**

Lease ID w/ Version: 241586.1 | Unit: 4040

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 3/7/2007 | Clause End Date: 8/31/2017

Reduction: Notwithstanding anything contained in this Lease to the contrary, provided Tenant is operating in the Leased Premises and engaging in the Permitted Use therein, if during the Term of this Lease Landlord leases space in the enclosed portion of the Shopping Center to a Competing Business (defined below) for the Exclusive Use (defined below) during the Term, then Tenant's sole and exclusive remedy shall be the right to pay Landlord, in lieu of Minimum Annual Rental and Percentage Rental, a sum equivalent to [redacted] of Tenant's Net Sales for the period of time that such Competing Business is engaged in the Exclusive Use. This right shall be exercised upon written notice given to Landlord retroactive to the date the Competing Business commenced operating as a Competing Business (as defined herein) in the Shopping Center (for purposes of this Natick West Lease only, the remaining clause of this sentence is stricken: "Exclusive Use" shall mean the operation of a business in the enclosed mall portion of the Shopping Center, whose principal and primary business is the sale of men's and/or women's ready to wear apparel, with an "island-" or "tropical-" inspired theme. "Competing Business" shall mean a business not affiliated with Tenant which uses its premises in the enclosed mall portion of the Shopping Center for the Exclusive Use, excluding: (a) For purposes of this Natick West Lease only, this subparagraph (a) is stricken and inapplicable. (b) any anchor, variety or specialty stores as defined under ARTICLE 7, and businesses engaged in the sale of multiple brands/lines and national retailers such as Ron Jon's, Quicksilver, and the like; (c) any business which engages in the Exclusive Use, but is not specifically permitted to do so in its lease; provided, however, Landlord agrees to use commercially reasonable efforts to enforce its lease against such business in order to stop such business from engaging in the Exclusive Use. If Landlord fails to take appropriate action to enforce its lease against such business (in order to stop such business from engaging in the Exclusive Use), then Tenant shal be entitled to the remedies detailed herein; and (d) any business which, as an incidental part of its business offers for sale men's and women's apparel with an "island-" or tropical-inspired theme; and This Reference Provision shall automatically become inoperative and void: (a) During any period that Tenant is in default, beyond applicable cure periods, under this Lease; (b) If Tenan: assigns its rights under this Lease in whole or in part or sublets all or any portion of the Leased Premises (except for those instances where Landlord's consent is not required for an assignment or subletting); (c) If a change of corporate control or of the partnership interest of Tenant occurs which would entitle Landlord to terminate this Lease (regardless of whether Landlord actually exercises such right to terminate); (d) if the Leased Premises ceases to be used primarily for the Exclusive Use by Tenant; or (e) If Tenant, or its successor, is not occupying the Leased Premises.

EXHIBIT F
GENERIC PERMITTED EXCEPTIONS

1. This item has been intentionally deleted.

2. This item has been intentionally deleted.

3. This item has been intentionally deleted.

4. Real estate taxes and municipal charges which constitute liens but which are not yet due or payable.

5. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets, roads, and ways.

6. The exact acreage or square footage being other than as stated Schedule A or the plan(s) therein referred to.

7. Reservation of sewer and access easements in deed from the Town of Framingham to Stephen P. Mugar, et al, dated April 24, 1962, recorded in Book 10022, Page 167. (Note: Affects Easement Parcel Only)

8. Pole and wire easement granted to Boston Edison Company by instrument dated February 26, 1964, recorded in Book 10502, Page 205. (Note: Affects Easement Parcel Only)

9. Rights, restrictions, easements, covenants, terms and provisions set forth in Operating Agreement dated May 1, 1964, recorded with said Deeds in Book 10517, Page 131, as affected by First Amendment dated October 5, 1964, recorded with said Deeds in Book 10673, Page 258, Third Amendment dated July 29, 1965, recorded with said Deeds in Book 10888, Page 132, Fourth Amendment dated May 4, 1966, recorded in Book 11721, Page 59, as further affected by Assignment and Assumption of Operating Agreement between Federated Department Stores, Inc. and The May Department Stores Company dated April 30, 1988 and recorded in Book 19148, Page 481.

   NOTE: The agreements referred above have been terminated in accordance with Section 10.4 (a) (i) of said Operating Agreement as evidenced by that Affidavit of Termination of Operating Agreement executed by Homart Development Co. as successor in interest to Sears, Roebuck and Co., dated September 22, 1993 and recorded with said Deeds as Instrument No. 372, effective as of December 31, 1993, excepting, however, the following provisions which have not been so terminated:

   (i) all rights and privileges derived from, and all duties and obligations created or imposed by Sections 4.5 and 4.6 thereof shall not terminate prior to the expiration of the ninety (90) year

period beginning on the opening date (as defined in Section 3.2 thereof), unless sooner terminated by mutual agreement, and (ii) said Operating Agreement, as amended, and all of its provisions shall endure in perpetuity with respect to Parcel X (as defined in Section 2.5 thereof); as more particularly set forth in Section 10.4 (a) and (e) thereof, respectively.

10. Terms and provisions of Agreement on boundary line set backs between Sears Roebuck & Co. and the Town of Natick dated February 29, 1964, recorded in Book 10526, Page 228.(Note: Affects Easement Parcel Only)

11. Pole and line easement granted to New England Telephone & Telegraph Company by instrument dated July 2, 1964, recorded in Book 10626, Page 462.(Note: Affects Easement Parcel Only)

12. Access and utility easements and restrictions set forth in Article III of Assignment and Restrictions and Benefits Agreements between Sears Roebuck & Co. and Star Market Co. dated July 10, 1965, recorded in Book 10980, Page 301.

13. Non-access provisions of Order of Taking by the Commonwealth of Massachusetts for the layout of Worcester Street (Route 9) dated March 1, 1978 and recorded in Book 13398, Page 143.(Note: Affects Easement Parcel Only)

14. Reservation of 40 foot wide sewer and utility easement and 20 foot wide sewer easement set forth in deed from Continental Baking Co. to John T. Brenan et al dated January 6, 1965 and field as Document No. 422213; as affected by Release of Reserved Rights and Grant of Easement dated September 22, 1993 and filed on September 28, 1993 as Document No. 920093.(Note: Affects Easement Parcel Only)

15. Rights and easements in grant from Continental Baking Company to inhabitants of the Town of Framingham, dated April 23, 1962, recorded in Book 10022, Page 185.(Note: Affects Easement Parcel Only)

16. Inter-mall connector road easement contained in instrument entitled Grant of Easement from William C. Finard et als, Trustees of F & W Natick Mall Trust to the inhabitants of the Town of Natick dated June 13, 1985, recorded in Book 16300, Page 543.(Note: Affects Easement Parcel Only)

17. Water line easement set forth in Paragraph E of Reciprocal Easement Agreement dated October 26, 1989 by and between the Trustees of F&W Natick Mall Trust and Continental Baking Company, recorded in Book 20168, Page 581, filed as Document No. 809842, as affected by Assignment and Easement Agreement dated September 22, 1993, recorded on September 28, 1993 as Instrument No. 380.(Note: Affects Easement Parcel Only)

18. Grant of Easement dated December 17, 1998, from the Trustees of F&W Natick Mall Trust to Boston Edison company and New England Telephone and Telegraph Company, together with consents of the first and second mortgagees, all recorded with said Deeds in Book 21081, Page 27.

19. This item has been intentionally deleted.

20. Terms and provisions of Reciprocal Easement Agreement between Homart Development Co., May Centers Associates Corporation and The May Department Stores Company dated September 22, 1993, recorded and filed on September 28, 1993 as Instrument No. 379 and as Document No. 920095.

21. Right of Way referred to in Order of Taking by the Town of Framingham dated July 26, 1888 recorded in Book 1865, Page 243 and as disclosed by Filed Plan No. 37.

7. Reservation of sewer and access easements in deed from the Town of Framingham to Stephen P. Mugar, et al, dated April 24, 1962, recorded in Book 10022, Page 157. (Note: Affects Easement Parcel Only)

8. Pole and wire easement granted to Boston Edison Company by instrument dated February 26, 1964, recorded in Book 10502, Page 205. (Note: Affects Easement Parcel Only)

9. Rights, restrictions, easements, covenants, terms and provisions set forth in Operating Agreement dated May 1, 1964, recorded with said Deeds in Book 10517, Page 131, as affected by First Amendment dated October 5, 1964, recorded with said Deeds in Book 10673, Page 258, Third Amendment dated July 29, 1965, recorded with said Deeds in Book 10888, Page 132, Fourth Amendment dated May 4, 1966, recorded in Book 11221, Page 69, as further affected by Assignment and Assumption of Operating Agreement between Federated Department Stores, Inc. and The May Department Stores Company dated April 30, 1988 and recorded in Book 19148, Page 461.

NOTE: The agreements referred above have been terminated in accordance with Section 10.4 (a) (I) of said Operating Agreement as evidenced by that Affidavit of Termination of Operating Agreement executed by Homart Development Co. as successor in interest to Sears, Roebuck and Co., dated September 22, 1993 and recorded with said Deeds as Instrument No. 372, effective as of December 31, 1993, excepting, however, the following provisions which have not been so terminated:

(I) all rights and privileges derived from, and all duties and obligations created or imposed by Sections 4.5 and 4.6 thereof shall not terminate prior to the expiration of the ninety (90) year

period beginning on the opening date (as defined in Section 3.2 thereof), unless sooner terminated by mutual agreement, and (ii) said Operating Agreement, as amended, and all of its provisions shall endure in perpetuity with respect to Parcel X (as defined in Section 2.5 thereof); as more particularly set forth in Section 10.4 (a) and (e) thereof, respectively.

10. Terms and provisions of Agreement on boundary line set backs between Sears Roebuck & Co. and the Town of Natick dated February 29, 1964, recorded in Book 10526, Page 228.(Note: Affects Easement Parcel Only)

11. Pole and line easement granted to New England Telephone & Telegraph Company by instrument dated July 2, 1964, recorded in Book 10626, Page 462.(Note: Affects Easement Parcel Only)

12. Access and utility easements and restrictions set forth in Article III of Assignment and Restrictions and Benefits Agreements between Sears Roebuck & Co. and Star Market Co. dated July 10, 1965, recorded in Book 10980, Page 301.

13. Non-access provisions of Order of Taking by the Commonwealth of Massachusetts for the layout of Worcester Street (Route 9) dated March 1, 1978 and recorded in Book 13398, Page 143.(Note: Affects Easement Parcel Only)

14. Reservation of 40 foot wide sewer and utility easement and 20 foot wide sewer easement set forth in deed from Continental Baking Co. to John T. Brenan et al dated January 6, 1965 and field as Document No. 422213; as affected by Release of Reserved Rights and Grant of Easement dated September 22, 1993 and filed on September 28, 1993 as Document No. 920093.(Note: Affects Easement Parcel Only)

15. Rights and easements in grant from Continental Baking Company to inhabitants of the Town of Framingham, dated April 23, 1952, recorded in Book 10022, Page 185.(Note: Affects Easement Parcel Only)

16. Inter-mall connector road easement contained in instrument entitled Grant of Easement from William C. Finard et als, Trustees of F & W Natick Mall Trust to the inhabitants of the Town of Natick dated June 13, 1985, recorded in Book 16300, Page 543.(Note: Affects Easement Parcel Only)

17. Water line easement set forth in Paragraph E of Reciprocal Easement Agreement dated October 26, 1989 by and between the Trustees of F&W Natick Mall Trust and Continental Baking Company, recorded in Book 20168, Page 583, filed as Document No. 809842, as affected by Assignment and Easement Agreement dated September 22, 1993, recorded on September 28, 1993 as Instrument No. 380.(Note: Affects Easement Parcel Only)

18. Grant of Easement dated December 17, 1990, from the Trustees of F&W Natick Mall Trust to Boston Edison company and New England Telephone and Telegraph Company, together with consents of the first and second mortgagees, all recorded with said Deeds in Book 21081, Page 27.

19. This item has been intentionally deleted.

20. Terms and provisions of Reciprocal Easement Agreement between Homart Development Co., May Centers Associates Corporation and The May Department Stores Company dated September 22, 1993, recorded and filed on September 28, 1993 as Instrument No. 379 and as Document No. 920095.

21. Right of Way referred to in Order of Taking by the Town of Framingham dated July 26, 1888 recorded in Book 1865, Page 243 and as disclosed by Filed Plan No. 37.

22. Terms and provisions of lease to Sears, Roebuck and Co., a New York corporation, dated as of September 22, 1993, as evidenced by Memorandum of Lease dated as of September 22, 1993 and recorded on September 28, 1993 as Instrument No. 381.

23. Utility Easement Agreement dated August 30, 1993, made by Homart Development Co. in favor of Boston Edison Company and New England Telephone and Telegraph Company, recorded and filed on September 28, 1993 as Instrument No. 373 and as Document No. 920092.

24. Decision No. 890029 with Zoning Board of Appeals, dated July 19, 1989, recorded in Book 20058, Page 42, filed as Document No. 806334.

25. Notice of Variance issued by the Town of Natick dated May 29, 1968 and recorded in Book 11530, Page 347 and filed as Document No. 456440.

26. Notice of Variance issued by the Town of Natick dated June 20, 1972 and recorded in Book 12232, Page 90.

27. Order of Conditions (DEP File No. 233-119) under Massachusetts Wetlands Protection Act dated March 21, 1985, and recorded in Book 16273, Page 416.

28. Decision No. 890026 with the Zoning Board of Appeals dated August 11, 1989, recorded September 6, 1989 in Book 20058, Page 1 and filed as Document No. 806330.

29. Site Plan Approval and Special Permit Decision No. 6-89 by the Town of Natick, July 18, 1989, recorded in Book 20058, Page 11, filed as Document No. 806331.

30. Decision No. 890027 with the Zoning Board of Appeals, dated July 20, 1989, recorded in Book 20058, Page 22, filed as Document No. 806332.

31. Decision No. 890028 with the Zoning Board of Appeals, dated July 20, 1989, recorded in Book 20058, Page 32, filed as Document No. 806333.

32. Decision No 890030 with the Zoning Board of Appeals, dated July 19, 1989, recorded in Book 20058, Page 52, filed as Document No. 806335.

33. Decision No 890031 with the Zoning Board of Appeals, dated July 19, 1989, recorded in Book 20058, Page 62, filed as Document No. 806336.

34. Site Plan Approval and Special Permit - Decision 3-85, dated July 6, 1985 issued by the Natick Planning Board, recorded in Book 19655, Page 410, filed as Document No. 793295.

35. Order of Conditions (DEP File No. 233-96) under Massachusetts Wetlands Protection Act, dated May 2, 1983, recorded in Book 19655, Page 383 and in Book 19655, Page 394, filed as part of Document Nos. 793288 and 793289, as affected by successive one year Extension Permits, dated March 5, 1984 (recorded in Book 19655, Page 386 and Book 19655, Page 398, filed as part of Document No. 793288 and 793290), March 18, 1985 (recorded in Book 19655, Page 387 and Book 19655, Page 400, filed as part of Document No. 793288 and Document No 793291), February 24, 1986 (recorded in Book 19655, Page 388 and Book 19655, Page 402, filed as Document No. 793288 and as Document No. 793292), April 10, 1987 (recorded in Book 19655, Page 389 and Book 19655, Page 404, filed as part of Document No. 793288 and as Document No. 793293), May 11, 1988, (recorded in Book 19655, Page 391 and Book 19655, Page 407, filed as part of Document No. 793288 and as Document No. 793294), April 7, 1989 (recorded in Book 19981, Page 529, filed as Document No. 801749), June 7, 1990 (recorded with said Deeds in Book 20864, Page 330, and filed with said Registry District as Document No. 832814), April 3, 1991 (recorded with said Deeds in Book 21093, Page 269 and filed with said Registry District as Document No. 840803) April 10, 1992 (recorded with Said Deeds on June 2, 1992 as Instrument No. 1082 and filed as Document No. 871018).

36. Decision of the Town of Natick Board of Appeals (Case 920012-920014) recorded on June 2, 1992 as Instrument No. 1078, filed as Document No. 871014.

37. Decision of the Town of Natick Board of Appeals (Case 920010-920011) recorded on June 2, 1992 as Instrument No. 1079, filed as Document No. 871015.

38. Decision of the Town of Natick Planning Board (No. 3-92) recorded on June 2, 1992 as Instrument No. 1080, filed as Document No. 871016.

39. Decision of the Town of Natick Planning Board (No. 4 - 92) recorded on June 2, 1992 as Instrument No. 1081, filed as Document No. 871017.

40. Decision recorded on October 21, 1992 as Instrument No. 270 and filed as Document No. 884530.

41. Decision recorded on October 21, 1992 as Instrument No. 271 and filed as Document No. 884531.

42. Decision recorded on October 21, 1992 as Instrument No. 272 and filed as Document No. 884532.

43. Decision recorded on October 21, 1992 as Instrument No. 273 and filed as Document No. 884533.

44. Notice of Variance issued by the Town of Natick dated March 8, 1962 and recorded in Book 10011, Page 283.

45. Notice of Variance issued by the Town of Natick dated March 8, 1962 and recorded in Book 10011, Page 184.

46. Notice of Variance issued by the Town of Natick dated March 8, 1962 and recorded in Book 10011, Page 185.

47. Decision No. 890026, 27, 28 with the Zoning Board of Appeals dated July 20, 1989 recorded in Book 20147, Page 401.

48. Decision of the Town of Natick Board of Appeals (Case No. 920010-920011) dated April 28, 1992 and recorded at Book 22091, Page 11.

49. Decision of the Town of Natick Planning Board (No. 3-92) dated February 28, 1992 and recorded at Book 22091, Page 20.

50. Notice of Variance (Case No. 72-32) issued by the Town of Natick dated June 20, 1972 and recorded in Book 12232, Page 89.

EXHIBIT G

Form of Guaranty

GUARANTY OF LEASE

In order to induce GS PORTFOLIO HOLDINGS II, LLC, a Delaware limited liability company, as Landlord, whose business and mailing address is 110 North Wacker Drive, Chicago, Illinois 60606, Attn: Law/Leasing Department, to enter into that certain Lease dated _____, 2017, (hereafter called the "Lease") with Dave & Buster's of Massachusetts, Inc. a Massachusetts corporation , as Tenant, whose business and mailing address is 2481 Manana Drive, Dallas, Texas 75220 and as a material element of the consideration therefor, the undersigned (hereafter called the "Guarantor") hereby covenants and agrees as follows:

1. Guarantor does hereby guarantee the full, faithful and timely payment and performance by Tenant of all the payments, covenants and other obligations of Tenant under or pursuant to the Lease. If Tenant shall default at any time in the payment of any rent or any other sums, costs or charges whatsoever, or in the performance of any of the other covenants and obligations of Tenant, under or pursuant to the Lease, then Guarantor, at its expense, shall on demand of Landlord fully and promptly, and well and truly, pay all rent, sums, costs and charges to be paid by Tenant, and perform all the other covenants and obligations to be performed by Tenant under or pursuant to the Lease, and in addition shall on Landlord's demand pay to Landlord any and all sums due to Landlord, including (without limitation) all interest on past due obligations of Tenant, costs advanced by Landlord, and damages and all expenses (including attorneys' fees and costs), that may arise in consequence of Tenant's default. Guarantor hereby waives all requirements of notice of the acceptance of this Guaranty and all requirements of notice of breach or nonperformance by Tenant.

2. The obligations of Guarantor are independent of the obligations of Tenant. A separate action or actions may, at Landlord's option, be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any such action, and Guarantor may be joined in any action or proceeding commenced by Landlord against Tenant arising out of, in connection with or based upon the Lease. Guarantor waives any right to require Landlord to proceed against Tenant or pursue any other remedy in Landlord's power whatsoever, any right to complain of delay in the enforcement of Landlord's rights under the Lease, and any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant, or otherwise. If more than one guarantor executes this Guaranty, their obligations under this Guaranty shall be joint and several, and the release of one of such guarantors shall not release any other of such guarantors.

3. This Guaranty shall remain and continue in full force and effect and shall not be discharged in whole or in part notwithstanding (whether prior or subsequent to the execution hereof) any alteration, renewal, extension, holdover, modification, amendment or assignment of, or subletting, concession, franchising, licensing or permitting under, the Lease. Guarantor hereby waives notices of any of the foregoing, and agrees that the liability of Guarantor shall be based upon the obligations of Tenant set forth in the Lease as the same may be altered, renewed, extended, modified, amended or assigned; provided, however that if the Tenant is discharged under the Lease in connection with an assignment of the Lease by its terms, Guarantor shall be discharged without further act of Guarantor, Tenant or Landlord.

4. Guarantor's obligations hereunder shall remain fully binding although Landlord may have waived one or more defaults by Tenant, extended the time of performance by Tenant, released, returned or misapplied other collateral at any time given as security for Tenant's obligations (including other guaranties) and/or released Tenant from the performance of its obligations under the Lease.

5. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditors', receivership, bankruptcy or other proceedings, (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or any remedy for the enforcement of Tenant's said liability under the Lease, resulting from the operation of any present or future provision of the Bankruptcy Code or other statutes or from the decisions in any court, (c) the rejection or disaffirmance of the Lease in any such proceedings, (d) the assignment or transfer of the Lease by Tenant (unless Tenant is released by terms of the Lease in connection with such transaction), (e) any disability or other defense of Tenant, or (f) the cessation from any cause whatsoever of the liability of Tenant.

6. Until all of the covenants and conditions of the Lease on Tenant's part to be kept, performed, observed, or discharged are fully performed, observed or discharged, Guarantor (a) shall have no right of subrogation against Tenant by reason of any payments or acts or performance by Guarantor, in compliance with the obligations of Guarantor hereunder, (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder, and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

7. Any notice or demand to be given to or served under this Guaranty shall be in writing and shall be deemed to have been sufficiently given or served for all purposes (a) when hand-delivered to the address specified below, (b) when sent by facsimile transmission during normal business hours to the facsimile transmission number set forth below (with a backup copy sent the same day by a guaranteed overnight delivery service), or (c) three

(3) calendar days after being sent by United States registered or certified mail, postage prepaid, addressed as follows:

To Guarantor: Dave & Buster's, Inc.
2481 Manana Drive
Dallas, Texas 75220
Attn: Legal Department

8. This Guaranty may not be changed, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

9. This Guaranty shall be applicable to and binding upon the heirs, executors, administrators, representatives, successors and assigns of Landlord, Tenant and Guarantor. Landlord may, without notice, assign this Guaranty in whole or in part.

10. In the event that Landlord should institute any suit against Guarantor for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of Landlord hereunder, or should Guarantor institute any suit against Landlord arising out of or in connection with this Guaranty, or should either party intervene in any suit in which the other is a party, to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to the fees of its attorney(s) in the reasonable amount thereof, to be determined by the court and taxed as a part of the costs therein.

11. The unenforceability or invalidity of any provision herein contained as to any person or circumstances shall not render that provision unenforceable or invalid as to any other person or circumstances and all provisions of this Guaranty in all other respects shall remain valid and enforceable.

12. The execution of this Guaranty prior to execution of the Lease shall not invalidate this Guaranty or lessen the obligations of Guarantor hereunder.

13. This Guaranty shall be subject to the laws of the State of Massachusetts.

14. If more than one guarantor executes this Guaranty, this Guaranty may be executed in counterparts and each counterpart and all counterparts executed by a Guarantor shall be binding upon the person who shall have executed the same, notwithstanding that the other Guarantor is not signatory to the original or to the same counterpart and notwithstanding that any other Guarantor may not have executed any counterpart.

IN WITNESS HEREOF, Guarantor has executed this Guaranty this ..... day of _____ 2017.

DAVE & BUSTER'S ENTERTAINMENT INC., a Delaware corporation

By: _____
Name: Jay L. Tobin
Its: Senior Vice President & General Counsel

Exhibit G-1
GUARANTY

In connection with the lease, dated _____, 2017 (the "**Lease**"), between **Dave & Buster's of Massachusetts, Inc.**, a Massachusetts corporation, as "**Tenant**", and **CS Portfolio Holdings II, LLC**, a Delaware limited liability company, as "**Landlord**", for premises located at Space 3201 at **Natick Mall** in the County of Middlesex, City of Natick, State of Massachusetts (the "**Shopping Center**"), **GGP Nimbus, LP**, a Delaware limited partnership having an address at 110 North Wacker Drive, Chicago, Illinois 60606 ("**Guarantor**"), hereby unconditionally and irrevocably guarantees (i) the complete and timely payment by Landlord (or any successors to Landlord) to Tenant of the Construction Allowance referred to in Reference Provision 1.18 of the Lease, when such amounts become due and payable, and (ii) performance of Landlord's Work by Landlord in accordance with the terms and provisions of the Lease, without regard to the enforceability or validity of the Lease, or any part thereof, or any disability of Landlord. To the extent Landlord's lender forecloses on the Shopping Center and elects to terminate the Lease prior to the date possession of the Leased Premises is delivered to Tenant (and provided that Tenant has not terminated the Lease in accordance with the terms of the Lease), Guarantor shall reimburse Tenant for its reasonable, verifiable third party out-of-pocket costs incurred by Tenant in connection with this Lease, not to exceed $250,000.00, plus any actual out-of-pocket permit and governmental plan review fees paid by Tenant within thirty (30) days of the date such costs are submitted by Tenant to Landlord with reasonable supporting documentation (which submittal shall be made by Tenant within sixty (60) days of the date that Landlord's lender terminates the Lease (the "Reimbursement Obligation"). Guarantor's obligations under the Reimbursement Obligation shall terminate on the date possession of the Leased Premises is delivered to Tenant by Landlord. Notwithstanding the foregoing, the Guarantor's obligations under (i) and (ii) above of this Guaranty shall terminate upon Landlord's timely payments of all sums due under Reference Provision 1.18 of this Lease and completion of Landlord's Work under the Lease.

This Guaranty is an absolute, primary and continuing guaranty of payment. Guarantor shall be primarily liable, jointly and severally, with Landlord. Guarantor waives any right to require Tenant to (a) join Landlord with Guarantor in any suit arising under this Guaranty; or (b) pursue or exhaust any other remedy in Tenant's power. Any part payment by Landlord or other circumstance that operates to toll any statute of limitations as to Landlord shall operate to toll the statute of limitations as to Guarantor. Guarantor hereby waives all presentments, demands for payment or performance, notices of nonperformance, protests, notices of protest, dishonor and notices of acceptance of this Guaranty. The liability of Guarantor under this Guaranty will not be affected by (i) the release or discharge of Landlord from, or impairment, limitation or modification of, Landlord's obligations under the Lease in any bankruptcy, receivership, or other debtor relief proceeding, whether state or federal and whether voluntary or involuntary; or (ii) the rejection or disaffirmance of the Lease in any such proceeding; or (iii) the consent by Landlord to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official of Landlord or for any substantial part of its property; or (iv) any assignment by Landlord for the benefit of creditors; or (v) the failure of Landlord generally to pay its debts as such debts become due, or (vi) the taking of corporate action by Landlord in the furtherance of any of the foregoing.

Upon any breach or default by Landlord under the Lease with respect to payment of the Construction Allowance, Tenant may proceed immediately against Landlord and/or Guarantor to enforce any of Tenant's rights or remedies against Landlord or Guarantor pursuant to this Guaranty, the Lease, or at law or in equity. This Guaranty shall not be released, modified or affected by any failure or delay by Tenant to enforce any of its rights or remedies under the Lease, this Guaranty, at law or in equity. Guarantor shall pay to Tenant all costs incurred by Tenant in enforcing this Guaranty (including, without limitation, reasonable attorneys' fees and expenses). This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor and shall inure to the benefit of Tenant's successors and assigns.

GUARANTOR:

GGP Nimbus, LP, a Delaware Limited Partnership
By: GGP Operating Partnership, LP, its general partner
By: GGP Real Estate Holding II, Inc., its general partner

By: _____
Authorized Signatory

EXHIBIT H

Form Memorandum of Lease

This Instrument Prepared By:
David Allswang, Esq.
c/o Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, IL 60603

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into effective the _____ day of _____, 2016 by and between GS PORTFOLIO II, LLC., a Delaware limited liability company ("Landlord"), whose address is 110 North Wacker Drive, Chicago, Illinois 60606, Attn: Law/Leasing and Operations Department, and Dave & Buster's of Massachusetts, Inc., a Massachusetts corporation("Tenant"), whose address is 2481 Manana Drive, Dallas, TX 75220.

WITNESSETH:

WHEREAS, Landlord has leased certain real property located in Natick, Massachusetts, as further described in Exhibit "A", attached hereto and made a part hereof (the "Demised Premises"), to the Tenant pursuant to a Lease dated as of _____, 2017, which is incorporated herein by reference as if appearing in full (the "Lease"); and

WHEREAS, the parties wish to provide record notice of certain of the terms and conditions of the Lease.

NOW, THEREFORE, Landlord and Tenant do hereby state the following:

1. Lease of the Demised Premises. Landlord does hereby lease the Demised Premises to the Tenant, and the Tenant hereby leases the Demised Premises from Landlord, upon the terms and conditions stipulated in the Lease.

2. Term. The initial term of this Lease is fifteen (15) full Lease Years following the Partial Lease Year commencing on the Rental Commencement Date, as defined in the Lease, unless extended or sooner terminated as provided by the Lease.

3. Option to Extend. The terms of the Lease provide Tenant with two (2) optional term extensions of five (5) years each.

4. Binding Effect. The Lease and this Memorandum shall inure to the benefit of and shall be binding upon the Landlord, its successors and assigns, and upon the Tenant and its permitted successors and assigns.

5. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, or overnight mail or courier addressed as follows:

To Landlord:	GS PORTFOLIO II, LLC 110 North Wacker Drive Chicago, Illinois 60606 Attn: Law Leasing and Operations Department
To Tenant:	Dave & Buster's of Massachusetts c/o Dave & Buster's Inc. 2481 Manana Drive Dallas, TX 75220 Attn: General Counsel

The Landlord or Tenant may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

6. Conflict. In the event of a conflict between the terms and provisions of this Memorandum and the Lease, the Lease shall govern and control.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Memorandum as of the date and year first above written.

TENANT:

Dave & Buster's of Massachusetts, Inc.,
a Massachusetts corporation

By: _____
Jay L. Tobin, Vice President

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Jay L. Tobin, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Vice President of Dave & Buster's of Massachusetts, Inc., a __ Massachusetts corporation, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such Vice President.

Witness my hand and seal, at office, this ____day of _____, 2017.

_____
Notary Public
My Commission Expires: _____

LANDLORD:

GS PORTFOLIO II, LLC,
a Delaware limited liability company

By: GGP-SRC Member, LLC, its managing member

By: _____
Authorized Signatory

By: _____
Authorized Signatory

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Authorized Signatory of GS PORTFOLIO II, LLC, a Delaware limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Authorized Signatory.

Witness my hand and seal, at office, this _____ day of _____, 2017.

_____
Notary Public

Exhibit A
Legal Description

Beginning at the Northeast corner of the parcel, at a point that is located S64°47'22"E and 271.96 feet distant from a highway bound located at Speen Street; thence running S02°57'49"E 226.51 feet to a point; thence running N 87°02'11"E 60.00 feet to a point; thence running S02°57'49"E 67.70 feet to the Southeast corner; thence running S87°02'11"W 191.09 feet to a corner; thence running S02°57'49"E 8.00 feet to a corner; thence running S87°02'11"W 118.50 feet to a corner; thence running N02°57'49"W 8.00 feet to a corner; thence running S87°02'11"W 72.62 feet to the Southwest corner; thence running N02°57'49"W 241.51 feet to a corner; thence running S87°02'11"W 0.58 feet to a corner; thence running N02°57'49"W 52.70 feet to the Northwest corner; thence running N87°02'11"E 73.20 feet to a corner; thence running N02°57'49"W 8.00 feet to a corner; thence running N87°02'11"E 118.50 feet to a corner; thence running S02°57'49"E 8.00 feet to a corner: thence running N87°02'11"E 31.24 feet to a corner; thence running N02°57'49"W 2.50 feet to a corner; thence running N87°02'11"E 42.10 feet to a corner; thence running S02°57'49"E 2.50 feet to a corner; thence running N87°02'11"E 57.75 feet to the point of beginning. Said parcel contains an area of 2.32 acres more or less and is more particularly shown and described on a plan entitled: "Sears Roebuck Lease Plan of Land at Natick Mall in Natick, Mass., Date: July 16, 1993, Scale 100 ft. to an inch, Prepared by Guerriere & Hainon, Inc., Prepared for Homart Development Company." Revised: September 17, 1993. Together with those certain non-exclusive easements, appurtenant to the demised premises, granted by the aforesaid lease and defined therein in Section One (b) in, over, across, and under the land therein described.

Exhibit L-W

Landlord's Work

LANDLORD'S WORK
[Elevated Structural Slab]

For
Dave & Busters

I. LANDLORD SCOPE:

Landlord shall deliver the Premises as part of the base building in an "empty shell" to Tenant, per the following specifications and the Lease Outline Drawings ("LOD").

All utilities shall be delivered stubbed to a mutually agreeable location at the Premises. Tenant to provide final approved utility stub-in locations at the completion of LL Design Development Phase documents.

A. Structure: A structurally sound and watertight building shell in accordance with Landlord's base building construction documents and meeting all Massachusetts energy and building code requirements.

B. Floor System: Landlord has to confirm that Existing Slab has a Live Load Capacity of or larger than 100 lbs/sqft

C. Storefronts: Landlord agrees to build the façade consisting of framing, glazing, doors, insulation, finishes, and parapets/cornices. Tenant's storefront(s) will be provided similar to a typical Dave & Busters Storefront as agreed to by the Tenant and as approved by landlord and authorities having jurisdiction (AHJ). Tenant shall be responsible to provide and install all signage, associated anchorage and/or blocking to make a complete signage installation. Tenant is responsible for the proper structural design and support for all such elements. Signs, permits and related or resulting construction shall be Tenant's responsibility. Tenant shall provide preliminary exterior elevation concept drawings indicating the proposed tenant improvement for the Leased Premises. These drawings are required for confirmation and coordination with Landlord's scope of work for base building construction. The Tenant's preliminary concept drawings shall consist of, but not be limited to, schematic architectural floor plan, storefront elevation, color and material samples and color rendering. (Should we define a timeframe for the elevation drawings?)

D. Interior Storefronts: Landlord provides neutral surfaces or structural columns at or near the lease line separating Tenant storefront construction from another adjacent space. Tenant shall be solely responsible for the repair of damage it caused to Landlord's finish material or adjacent tenant storefronts.

E. Demising Walls:

a. 6" light gauge metal studs as required by code only are provided between Tenants and will be centered on the lease line of the Leased Premises in accordance with the Landlord's shell construction documents submitted for building permit.

b. Metal studs will be extended from concrete slab to the underside of the deck or structure and be plumb to industry standards.

c. Landlord will furnish and install drywall on the opposite side of D&B at partitions dividing the Leased Premises from adjacent service corridors or other lease space. *(We assume D&B want the walls open to do their TI work?)*

F. Clear Heights: Existing to remain "as-is"

G. Roof Structural Strength: In addition to normal roof loading (i.e. HVAC units, roof compressor, live loads, incidental MEP loads, etc.) roof to support items to be suspended below structure as typically found in a Dave & Buster's (i.e. – Kitchen Hoods, domes over bars, soffits,etc.)

H. Roofing System: Existing to remain "as-is".

I. Insulation: All exterior walls shall meet Massachusetts Energy Code.

J. Common Facilities: All site-related hardscape, landscaping, amenities, lighting, parking (specifically including the parking structure serving the Leased Premises) and trash enclosures are existing and to remain "as-is". Notwithstanding anything to the contrary, the Common Area/Joint Use Area portion of Landlord's Work, if any, will not be completed at the time of turnover of the Leased Premises to Tenant. Only that portion of such Common Area/Joint use Area Landlord Work necessary to allow Tenant, its contractor, sub-contractor access to the Leased Premises to perform Tenant's Work will be completed upon turnover of the Leased Premises to Tenant.

K. HVAC: Landlord, at its sole expense, shall exclusively furnish and install HVAC Rooftop Units for the Leased Premises including, but not limited structural support, HVAC equipment, *gas*

piping, condensate piping, electrical wiring and conduit ***(routed from RTU to above tenant electrical room, terminate in junction box with 20' additional wire for extension and final termination to tenant panel. final termination including wire and conduit from junction box to tenant panel by landlord).*** Landlord will provide the following:

a. ***HVAC: Landlord to provide and install new HVAC units with full-size of unit connection duct drops to 12" below roof deck.***
   i. Supply Air:78,000 – 88,000 CFM supply
   ii. Air based upon 400 CFM / ton

b. Cooling Tons:
   i. 180-220 tons ***estimated*** based upon gas heat package rooftop units. Landlord will provide the required amount of cooling tons as required in the HVAC Plan, provided by Tenant engineer during Lease negotiations. This total may be more or less than the estimated amount.

c. ~~180-220 tons estimated based upon chilled water[condenser water] fan coil units[heat pumps]. Landlord will provide the estimated 432-528 gpm capacity based on 10 degree delta T with no glycol added for chilled water[estimated 540-660gpm capacity for condenser water based on a 10 degree delta T]. For a chilled water system, heating capacity shall be adequate for D&B needs and if electric heat, tenant engineer shall review electrical service requested for adequateness. [For a Condenser water system, condenser water must be from a closed loop system or be adequately maintained by landlord to avoid clogging of tenant equipment, piping and valves.] Landlord to provide a system that is available for cooling 365 days a year, 24 hrs a day and 7 days a week.~~

d. Ventilation shall be provided per code requirements included that of economizer cycle if required by local energy code. Landlord shall provide adequate shaft and/or louver space to allow tenant's kitchen and other exhaust and kitchen ventilation requirements. Adequate roof space shall be provided for tenant's equipment. Tenant engineer to coordinate required equipment. Massachusetts conforms to the 2015 IECC as of January 2, 2017.

L. Exhaust Air: Provide roof openings, structural support and settings of the curbs, curbs furnished by Tenant and installed by Landlord, for Tenant's exhaust panels per Tenant requirements (list below is a minimum numbers of penetrations, final number of penetrations will be provided upon completion of design documents): (tenant to provide all requirements, equipment, verifications of opening sizes and locations at the completion of LL Design Development phase documents).

M.
   a. Above Kitchen – 6 Grease Exhaust sizes vary 32"x32" max opening.
   b. Above dishwasher exhaust 20"x20" max opening.
   c. Above Public Toilets: One exhaust 23"x23" max opening.
   d. Above janitors closet: one exhaust 18"x18" max opening.
   e. Above electrical room: one exhaust 23"x23" max opening.
   f. Above Kitchen – two make-up air openings 22"x26" max opening.
   g. Above Mechanical Room: two WH flues 8" round.

Provide final opening locations and curb sizes based on roof plan and cut sheets provided by Tenant engineer. (Opening locations and curb sizes will be based upon tenant provided information at the completion of LL Design Development phase.)

N. Electrical at Delivery: Landlord~~'s~~ will provide a 200 A, 120/208 V panel in the premises for temporary electricity to the Premises. Tenant shall pay for usage and remove temporary electrical service once permanent power is connected.

O. Electrical Post Possession: Will provide five (5) empty 3" electrical conduits, with pull string from Landlord's main switchgear ***room to a point within the Leased Premises designated by Tenant.*** A meter base (for separately metered service) or fusible switch or circuit breaker (for master metered service) will be furnished at Landlord's main switchgear for Tenant use, which equipment shall be located the Leased Premises. Electrical service will be 3-phase, 4-wire, 1,600 amp 277/480v. Landlord will not provide conductor wiring. Landlord shall provide permanent electrical service to the space no later than 8 weeks after delivery of premises. As Landlord is not providing the permanent the secondary conductors, the permanent electrical service would be having the utility transformer located and installed plus the main switchgear in place. Landlord shall pay for all utility permit, meter and assessment fees. ***Landlord shall provide utility electric meter/sub-meter as required.***
(Tenant shall provide final information and locations at the completion of LL Design Development phase.)

See attached matrix.

P. Domestic Water: Will provide one (1) 3-inch domestic water supply line at 8 FPS with capped valve to a point within the Leased Premises ***designated by Tenant.*** Water service shall be sized to accommodate a capacity of 135 GPM. Minimum water pressure to be provided shall be 68PSI

to leased premises. Reading shall be taken after backflow and meter. Landlord shall pay for all utility permit, meter and assessment fees. ***Landlord shall provide utility water meter/sub-meter as required with associated backflow preventer approved by local AHJ.***

(Tenant shall provide final information and locations at the completion of LL Design Development phase.)

Q. Sanitary: Will provide one (1) 6-inch ***or (2) 4-inch*** diameter sanitary connection to a point within the Leased Premises that Tenant designates. Minimum invert shall be of adequate depth designated by Tenant engineer. Routing of sanitary piping and allowance of multiple penetrations in tenant spaces on level below shall be permitted and coordinated by tenant engineer with Landlord. Landlord will furnish and install a ***minimum of two 4"*** capped sanitary vent stub from the roof to a point ***near within the restroom and kitchen footprints of D&B's*** Leased Premises for Tenant use. Landlord shall pay for all utility permit, meter and assessment fees.

(Tenant shall provide final information and locations at the completion of LL Design Development phase.)

R. Gas: Service at main distribution point will be at a commercial pressure of ***2-5psi***. Landlord will provide one (1) gas line ***to a point within the Leased Premises designated by Tenant of adequate size for tenant's gas load and approved by tenant engineer***. Landlord shall pay for all utility permit, meter and assessment fees. ***Landlord shall provide utility gas meter/sub-meter as required.***

(Tenant shall provide final information and locations at the completion of LL Design Development phase.)

S. Fire Protection: Sprinkler spacing shall meet FM Global and NFPA requirements ***with a minimum*** density ***of*** 0.20 GPM over 2,500 SQ FT plus hose allowance ***to meet FM Global HC-2 design criteria. Sprinklers shall have a minimum K-Factor of 8.0 per FM Global HC-2 design criteria. Where 5.6K sprinklers are installed, these shall be replaced with 8.0K sprinklers in all HC-2 areas within the Leased Premises. All components of the fire alarm and sprinkler system shall be FM Approved.*** Fire Line: Where a new fire service line is required: 8" underground fire entry shall be provided unless adequate pressure allows a 6" underground fire service line be installed. ***Where an existing sprinkler system is in place, sprinkler system within Leased Premises shall be separated from all other tenant spaces and landlord areas. Landlord shall provide a minimum 6" main stubbed into Leased Premises for use by Tenant only. This main shall be equipped with all applicable control valves for tenant separation where allowed by the AHJ.***

T. Communications: Will provide (2) empty 2-inch conduit with pull string from Landlord's telephone/communications distribution point to a point within the Leased Premises designated by Tenant.

(Tenant shall provide final information and locations at the completion of LL Design Development phase.)

U. Structural Column Grid: Existing structural grid to remain "as-is".

V. Service Yard: Landlord shall provide an outside enclosed area for Tenant use with room for one (1) trash compactor and delivery entrance. ***If trash compactor is shared, Landlord to provide trash compactor and all facilities required to operate compactor such as power, drains, etc.***

W. Refrigeration: Provide one (1) Cold Zone Compressor Roof Curbs, 6'-0"x8'-0" and one (1) Ice Machine Condenser Roof Curb, 18'-4" x 2'-1". Provide two roof jack openings for refrigeration piping, 9-1/2"x33-1/2" are required for each opening. ***Final size and location to be approved by tenant.***

(Tenant shall provide final information and locations at the completion of LL Design Development phase.)

X. Grease Waste: Landlord to install a grease waste line sized based off tenant's fixture count. ***Minimum size 4".***

Y. Grease Trap: Landlord to furnish and install a dedicated grease trap(s) sufficient to handle Tenant's uses. Tenant prefers (2) Schier GB-250 interceptors in series or plastic interceptor if Schier is not approved by applicable code. If plastic interceptors are not approved with applicable code than an allocation of at least the great of (i) the capacity required by applicable

code or (ii) 5,000 gallons, and/or interceptors system(s) and devices at the lower level. Tenant engineer to approve.-

Preferred to have dedicated, if common is the only option:

Grease Trap: Landlord to furnish and install a common grease trap(s) sufficient to handle Tenant's and other tenants uses, with an allocation of at least the great of (i) the capacity required by applicable code or (ii) 5,000 gallons, and/or interceptors system(s) and devices at the lower level.

(Tenant shall provide final information and locations at the completion of LL Design Development phase.)

Z. Additional Service/Exit Doors: Furnish and install all service and/or exit doors and frames and hardware servicing the Leased Premises as required by building code, subject to landlord approval. Landlord shall provide all egress paths & Exits required to meet the Occupancy Load Exiting by local jurisdiction.

AA. Access: Landlord shall provide access to all areas, whether in Common Areas/Joint Use Areas or other tenant spaces, necessary for Tenant to complete the Tenant's Work (specifically including access from the space below the Premises for the installation of plumbing/floor drains) at no cost or expense to Tenant.

BB. CO2 & Grease Recycling ports: Landlord to provide access to a CO2 & Grease Recycling ports by Service providers truck at a location mutually agreed on the outside of the building. Ports shall be located within the limits of the required manufacturer's guidelines.

(Tenant shall provide final information, specifications and locations at the completion of LL Design Development phase.)

EXHIBIT S
Form of SNDA

1. **THIS AGREEMENT** is made and entered into as of the date set forth below by and between Dave & Buster's of Massachusetts, Inc., a Massachusetts corporation ("**Tenant**"), GS Portfolio Holdings II, LLC, a Delaware limited liability company ("**Landlord**") and _____ _____ ("**Lender**"), as follows:

RECITALS

2. A. Lender is the holder of a Mortgage, Deed of Trust or Deed to Secure Debt (the "**Security Instrument**"), which secures or will secure one or more Notes in the aggregate original principal amount of $_____. The Security Instrument and any other security instruments, executed by the Landlord in favor of Lender, encumber Landlord's fee title or, if applicable, leasehold interest in the real property, together with the buildings and improvements on that property, described as "Exhibit A", which is attached to this document (the "**Property**"); and

3. B. Tenant is the holder of a lease (the "**Lease**") dated _____, _____ from Landlord (the "**Lease**") covering certain premises more particularly described in the Lease (referred to later as the "**Leased Premises**"); and

4. C. Tenant, Landlord and Lender desire to confirm their understanding with respect to the Lease and the Security Instrument;

5. **NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this instrument, Tenant, Landlord and Lender agree and covenant as follows:

6. Now and at all times in the future, the Lease and the rights of the Tenant thereunder shall be subject and subordinate to the Security Instrument, and to all renewals, modifications or extensions of that Security Instrument. However, such renewals, modifications and extensions shall be subject and entitled to the benefits of the terms of this Agreement. Lender acknowledges and agrees that Tenant (or its subtenants) have installed or will install certain signs, furnishings, trade fixtures, inventory, equipment and other property (the "**Trade Fixtures**"). Lender covenants and agrees that it has no interest and waives any interest in the Trade Fixtures, or any insurance proceeds or condemnation proceeds or payments, payable in connection therewith, it being expressly understood that the Trade Fixtures shall remain the property of Tenant or its subtenant, which shall not be subject to any lien or security interest of lender against the Leased Premises or other property.

7. So long as Tenant is not in default in the payment of rent or in Tenant's performance of any of the terms, covenants or conditions of the Lease (beyond any notice period and any period given Tenant to cure such default):

8.

a) Lender shall not diminish nor interfere with Tenant's possession of the Leased Premises, or Tenant's rights and privileges under the Lease or lease renewals, modifications or extensions that may be affected in accordance with any options set forth in the Lease.

b) Tenant's occupancy of the Leased Premises shall not be disturbed, affected or impaired by Lender during the term of the Lease or any such renewals, modifications or extensions of the Lease.

9.

c) Tenant, or any leasehold mortgagee of Tenant ("**Tenant's Mortgagee**") shall not be named or joined in any action or proceeding brought by lender to enforce any of its rights in the event of default under the Note, Security Instrument, unless such joinder be required by law for effecting those remedies available under the security instruments. Such joinder would ONLY be for the purposes of effecting those remedies, but not for the purpose of terminating the Lease or affecting Tenant's right to possession.

10.

11. Subject to the terms of this Agreement, if the interests of Landlord shall be transferred to and owned by Lender or any other person or entity ("**New Owner**") by reason of foreclosure or

other proceedings or by any other manner, and New Owner succeeds to the interests of the Landlord under the Lease, Tenant shall be bound to New Owner under all of the terms, covenants and conditions of the Lease for the balance of the term remaining and for any extensions or renewals which may be effected in accordance with any option granted in the Lease, with the same force and effect as if New Owner had been the original Landlord under the Lease. Tenant agrees to attorn to New Owner as its Landlord, such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties to this Agreement immediately upon New Owner succeeding to the interest of the Landlord under the Lease. The respective rights and obligations of Tenant and New Owner upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth in the Lease as if New Owner was originally a party to the Lease. The parties intent is to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length in this Agreement.

11.

12. During the period of New Owner's ownership of Landlord's interest in the Lease, Tenant and Tenant's Mortgagee shall have the same remedies against New Owner for the breach of an agreement contained in the Lease that Tenant and Tenant's Mortgagee would have had against the Landlord if New Owner had not succeeded to Landlord's interest; provided, however, that even though provisions in the Lease may be to the contrary, New Owner shall not be:

(a) liable for any act, obligation omission or default of any prior landlord arising under the Lease (including the Landlord), except where such act, obligation, omission or default (i) is continuing at the time New Owner acquires possession of the Leased Premises and New Owner fails to cure such default after receiving notice thereof or (ii) arises after New Owner has taken possession of the Property;

(b) subject to any offsets, defenses or counterclaims which Tenant may have against any prior landlord arising under the Lease (including the Landlord), except where such offsets or defenses (i) arise out of a default of a prior landlord which is continuing at the time (whether a monetary or non-monetary default) New Owner acquires possession of the Leased Premises and New Owner fails to cure such default after receiving notice thereof or (ii) arise after New Owner has taken possession of the Property;

(c) bound by any payment of rents or additional rent which Tenant might have paid more than one (1) month in advance (unless otherwise required by the Lease);

(d) bound by any amendment or modification of the Lease made without its consent to the extent its consent was required pursuant to the terms of the Security Instrument or any related loan agreement;

(e) obligated to make any payment to Tenant, including any tenant allowance, which any previous landlord was required to make before New Owner succeeded to the Landlord's interest, provided that neither the foregoing nor anything else to the contrary contained herein shall limit any offset rights specifically set forth in the Lease which Tenant may have with respect to such payments; or

(f) liable for any security deposited under the Lease unless such security has been physically delivered to New Owner.

13. Tenant shall, until the Security Instrument is released by Lender, promptly notify Lender of any default, act or omission of Landlord which would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate the Lease or to claim a partial or total eviction or to offset rent due thereunder ("**Landlord Default**"). In the event of a Landlord Default, the Tenant shall not exercise any rights available to it until Tenant has given (A) written notice of such Landlord Default to Lender and (B) the opportunity to cure such Landlord Default within the time periods provided for cure by landlord, measured from the time notice is given to Lender. Except as provided in paragraphs 2 and 3 above, Tenant acknowledges that Lender is not obligated to cure any Landlord Default but, if Lender elects to do so, Tenant agrees to accept cure by lender as that of Landlord under the Lease and will not exercise any right or remedy under the Lease for a Landlord Default. Performance

rendered by lender of Landlord's behalf is without prejudice to Lender's rights against Landlord under the Security Instrument or any other documents executed by Landlord in favor of Lender in connection with the Loan. Lender's cure of Landlord's default shall not be considered an assumption by Lender of Landlord's other obligations under the Lease.

14. The terms "holder of a mortgage" and "Lender" or any similar term in this document or in the Lease shall be deemed to include Lender and any of its successors or assigns, including anyone who shall have succeeded to Landlord's interests by, through or under foreclosure of the Security Instrument, or by deed in lieu of such foreclosure or otherwise.

15. The Landlord has assigned or will assign to Lender all of Landlord's right, title and interest in the Lease in the Security Instrument. In accordance therewith, upon notification by the Lender to the Landlord and the Tenant, the Landlord HEREBY IRREVOCABLY AUTHORIZES AND DIRECTS the Tenant and the Tenant agrees to pay any payments due under the terms of the Lease to the Lender. Such payments shall constitute payments under the terms of the Lease and Landlord shall have no claim against Tenant by reason of such payments made to Lender. Neither the Rent Assignment nor its implementation shall diminish any obligation of the Landlord under the Lease or impose any such obligations on the Lender.

16. All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, or (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, and by telecopier (with answer back acknowledged), or (c) electronic mail (provided, however, any notice by electronic mail will be deemed effective as of the date that the sender receives a response from any one required recipient, or from an employee or representative of the Party receiving notice on behalf of such Party, acknowledging receipt (which response may not be an automatic computer-generated response)) addressed as follows (or at such other address and person as shall be designated from time to time by any party hereto, as the case may be, in a written notice to the other parties hereto in the manner provided for in this Section):

If to Tenant:

_____
_____
_____
_____

If to Landlord:

_____
_____
_____
_____

If to Lender:

_____
_____
_____
_____

17. This Agreement may not be modified, except by a written agreement signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. This Agreement is the entire agreement between the parties relating to the subordination and nondisturbance of the Lease, and supersedes and replaces all prior discussions, representations and agreements (oral and written) with respect to the subordination and nondisturbance of the Lease. This Agreement controls any conflict between the terms of this Agreement and the Lease. This Agreement shall be governed by the laws of the State in which the Property is located (without giving effect to its rules governing conflicts of laws). Any provision of this Agreement which is determined by a government body or court of competent jurisdiction to be invalid,

unenforceable or illegal shall be ineffective only to the extent of such holding and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.

18. Notwithstanding anything to the contrary contained in the Lease or in this Agreement, in the event that Lender shall acquire title to the Leased Premises, Lender shall have no obligation, nor incur any liability, beyond Lender's interest, if any, in the Property. Tenant shall look exclusively to such interest of Lender, if any, in the Property for the payment and discharge of any obligations imposed upon Lender under this Agreement or under the Lease and Lender is hereby released or relieved of any other liability under those documents. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Lender, Tenant shall look solely to the estate or interest owned by Lender in the Property and Tenant will not collect or attempt to collect any such judgment (i) from any officer, director, shareholder, partner, employee, agent or representative of Lender or (ii) out of any assets of Lender other than Lender's estate or interest in the Property or the proceeds from the sale of the estate or interest. If Lender succeeds to the position of Landlord, Lender shall be liable to Tenant under the Lease in accordance with the terms hereof only for matters arising during Lender's period of ownership of the Property, and such liability shall terminate upon the transfer by Lender of its interest in the Lease and the Property and the assumption of such liability by Lender's transferee.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute and be construed as one and the same instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, THIS Agreement is executed this _____ day of _____, _____.

"LENDER"

_____

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that he is the _____ of _____, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(seal)

_____
NOTARY PUBLIC.

My appointment expires _____

"TENANT"

Dave & Buster's of Massachusetts, Inc., a Massachusetts corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, ____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that he is the _____ of _____, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(seal)

_____
NOTARY PUBLIC.

My appointment expires _____

"LANDLORD"

GS Portfolio Holdings II,
LLC, a Delaware limited liability company

GS Portfolio Holdings II, LLC

By: GGP-SRC Member, LLC, its managing member

By: _____
Authorized Signatory

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, ____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that he is the _____ of _____, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(seal) _____
NOTARY PUBLIC.

My appointment expires _____

Exhibit A
Legal Description

Beginning at the Northeast corner of the parcel, at a point that is located S64°47'22"E and 271.96 feet distant from a highway bound located at Speen Street; thence running S02°57'49"E 226.51 feet to a point; thence running N 87°02'11"E 60.00 feet to a point; thence running S02°57'49"E 67.70 feet to the Southeast corner; thence running S87°02'11"W 191.09 feet to a corner; thence running S02°57'49"E 8.00 feet to a corner; thence running S87°02'11"W 118.50 feet to a corner; thence running N02°57'49"W 8.00 feet to a corner; thence running S87°02'11"W 72.62 feet to the Southwest corner; thence running N02°57'49"W 241.51 feet to a corner; thence running S87°02'11"W 0.58 feet to a corner; thence running N02°57'49"W 52.70 feet to the Northwest corner; thence running N87°02'11"E 73.20 feet to a corner; thence running N02°57'49"W 8.00 feet to a corner; thence running N87°02'11"E 118.50 feet to a corner; thence running S02°57'49"E 8.00 feet to a corner: thence running N87°02'11"E 31.24 feet to a corner; thence running N02°57'49"W 2.50 feet to a corner; thence running N87°02'11"E 42.10 feet to a corner; thence running S02°57'49"E 2.50 feet to a corner; thence running N87°02'11"E 57.75 feet to the point of beginning. Said parcel contains an area of 2.32 acres more or less and is more particularly shown and described on a plan entitled: "Sears Roebuck Lease Plan of Land at Natick Mall in Natick, Mass., Date: July 16, 1993, Scale 100 ft. to an inch, Prepared by Guerriere & Halnon, Inc., Prepared for Homart Development Company." Revised: September 17, 1993. Together with those certain non-exclusive easements, appurtenant to the demised premises, granted by the aforesaid lease and defined therein in Section One (b) in, over, across, and under the land therein described.

EXHIBIT T
Tax Parcel Map

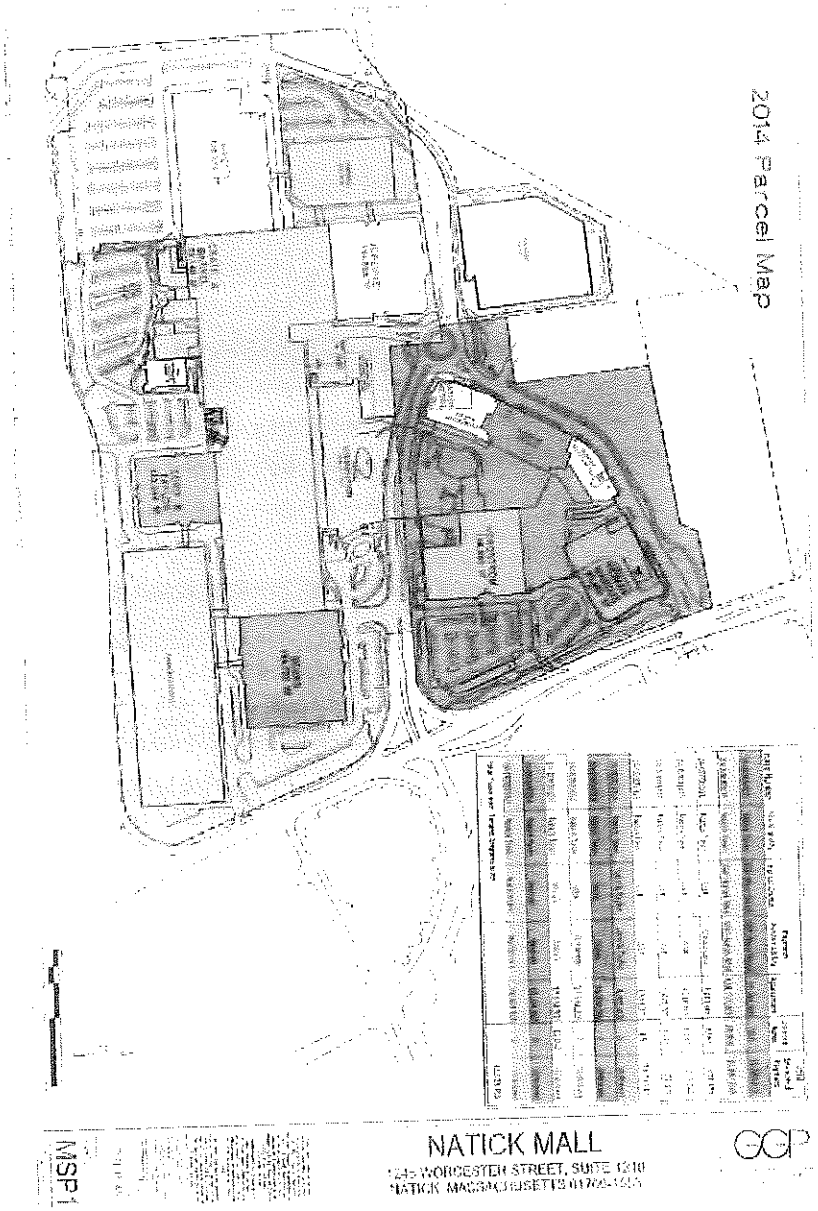


EXHIBIT U
Form of NDA

GROUND LEASE NON-DISTURBANCE AGREEMENT

THIS GROUND LEASE NON-DISTURBANCE AGREEMENT (this "**Agreement**") is made and entered into as of the date set forth below by and between **Dave & Buster's of Massachusetts, Inc.**, a Massachusetts corporation ("**Tenant**"), and **Natick Mall, LLC** f/k/a General Growth Properties-Natick Limited Partnership, successor in interest to Homart Development Co ("**Ground Lessor**"), as follows:

RECITALS

A. Ground Lessor is the lessor under that certain Ground Lease dated September 22, 1993 (the "**Ground Lease**") whereby GS Portfolio II, LLC ("**Landlord**"), as lessee, leases the land and improvements on the property described on "Exhibit A" attached hereto and made a part hereof(the "**Property**"), a memorandum of which was dated September 22, 1993 and recorded on September 28, 1993 with the Middlesex South District Registry of Deeds as Instrument Number 381, in Book 23700, Page 134; and

B. Tenant is the tenant under that certain lease (the "**Lease**") dated , 2017 with Landlord, as landlord, covering certain premises more particularly described in the Lease located on the Property (the "**Leased Premises**"); and

C. Tenant and Ground Lessor desire to confirm their understanding with respect to the Lease;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this instrument, Tenant and Ground Lessor agree and covenant as follows:

1. Non-Disturbance. So long as Tenant is not in default in the payment of rent or in Tenant's performance of any of the terms, covenants or conditions of the Lease (beyond any notice period and any period given Tenant to cure such default), which default entitles Landlord to terminate the Lease, then the term of the Lease shall not be terminated or modified in any respect whatsoever and Tenant's occupancy of the Leased Premises shall not be disturbed, affected or impaired by Ground Lessor and shall not be disturbed, canceled, terminated or otherwise affected by the expiration of the Ground Lease during the term of the Lease or any such renewals, modifications or extensions of the Lease.

2. Attornment. In the event that the Ground Lessor takes possession of the Leased Premises, either as the result of the termination of the Ground Lease or otherwise, Tenant shall attorn to Ground Lessor and recognize Ground Lessor as its landlord under the Lease, and Ground Lessor will recognize and accept Tenant as its tenant thereunder, whereupon, all of the terms and provisions of the Lease shall continue in full force and effect as a direct lease between Ground Lessor and Tenant for the full term thereof, together with all extensions and renewals thereof, and Ground Lessor shall thereafter assume and perform all of Landlord's obligations, as the landlord under the Lease, with the same force and effect as if Ground Lessor was originally named therein as the Landlord.

3. All notices and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, or (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, and by telecopier (with answer back acknowledged), or (c) electronic mail (provided, however, any notice by electronic mail will be deemed effective as of the date that the sender receives a response from any one required recipient, or from an employee or representative of the Party receiving notice on behalf of such Party, acknowledging receipt (which response may not be an automatic computer-generated response)) addressed as follows (or at such other address and person as shall be designated from time to time by any party hereto, as the case may be, in a written notice to the other parties hereto in the manner provided for in this Section):

If to Tenant:
c/o Dave & Buster's, Inc.
2481 Manana Drive
Dallas, Texas 75220
Attn: General Counsel

If to Ground Lessor
Natick Mall, LLC
c/o Natick Mall Sears Anchor
110 N. Wacker Dr.
Chicago, IL 60606
Attn: Law/Lease Administration Department

4. This Agreement may not be modified, except by a written agreement signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. This Agreement is the entire agreement between the parties, and supersedes and replaces all prior discussions, representations and agreements (oral and written). This Agreement controls any conflict between the terms of this Agreement, the Ground Lease and the Lease. This Agreement shall be governed by the laws of the State in which the Property is located (without giving effect to its rules governing conflicts of laws). Any provision of this Agreement which is determined by a government body or court of competent jurisdiction to be invalid, unenforceable or illegal shall be ineffective only to the extent of such holding and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.

5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute and be construed as one and the same instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, THIS Agreement is executed this ____ day of _____, _____.

"Ground Lessor"
NATICK MALL, LLC

By: _____
Name: _____
Title: Authorized Signatory

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, ____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that s/he is the Authorized Signatory of Natick Mall, LLC, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(seal)

_____
NOTARY PUBLIC.

My appointment expires _____.

"TENANT"

Dave & Buster's of Massachusetts, Inc.,

a Massachusetts corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that he is the _____ of _____, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(seal)

_____
NOTARY PUBLIC.

My appointment expires _____

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

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

Please Print Legibly

Applicant Information

Business/Organization Name: Dave & Buster's of Massachusetts, Inc

Address: 1235 Worcester Street, Unit 200

City/State/Zip: Natick, MA 01760 Phone #:

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: Ace American Insurance

Insurer's Address: 2001 Bryan Street, Suite 3600

City/State/Zip: Dallas, TX 75201

Policy # or Self-ins. Lic. # WLRC64785667 Expiration Date: April 1, 2019

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

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

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

Signature: Date: 8/31/18

Phone #:

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

City or Town: _____ **Permit/License #** _____

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ **Phone #:** _____

			Natick, MA
CONSTRUCTION COST			
	Improvements		
		Development	
		Interior Construction	$ 6,321,493
		Shell Construction	$ -
		Site Work	$ 37,009
		Land	
		Change Orders (or Liq Lic)	$ 100,000
		Architects & Consultants	$ 463,500
		Surveys & Testing & Reports	$ 25,000
		Travel	$ 10,000
		Legal & Permits	$ 265,000
		Liquor License	$ 150,000
	Total Improvements		$ 7,372,002
		FFE-Construction	$2,908,830
		FFE - Purchasing	$ -
	Total FFE		$2,908,830
	Total Games		$ 1,400,000
	Total IT		$ 654,000
GROSS CONSTRUCTION Costs			$ 12,334,832
		Capitalized Interest & Salarie	$ 250,000
TOTAL PROJECT CAPITAL			$ 12,584,832
	Pre-Opening Costs - Expense		$ 750,000
	Liquor License - Expense		$ 10,000
	Pre-Opening Rent - Expense		$ 643,331
TOTAL PROJECT COST			$ 13,988,163
TOTAL PROJECT COST - CAP INTEREST			$ 13,738,163

Donna Donovan <ddonovan@natickma.org>

Fwd: Dave & Busters

1 message

Brian Lauzon <lauzon@natickpolice.com> Thu, Sep 27, 2018 at 11:05 AM
To: Donna Donovan <ddonovan@natickma.org>

Donna,

After an extensive review of the applications provided to us for Dave & Buster's of Massachusetts, inc., including the background of those persons having a direct or indirect beneficial interest in the company along with the proposed Manager of Record Mr. Jason Patton, we would recommend favorably that the BOS as the Licensing Authority for the Town of Natick approve them for the following licenses:

Common Victualer License,
Retail (on-premise) Alcoholic Beverage License, and
Entertainment License
Automatic Amusement License

Respectfully submitted,

Lt. Brian G. Lauzon

ITEM TITLE: Dave & Busters

ITEM SUMMARY: a. Common Victualer Application
b. Entertainment Application for Weekdays and Sundays
c. Automatic Amusement Application for 152 Devices

ATTACHMENTS:

Description	Upload Date	Type
Common Victualer Application	9/27/2018	Cover Memo
Weekday and Sunday Entertainment Application	9/27/2018	Cover Memo
Automatic Amusement Application-152 Devices	9/27/2018	Cover Memo

Office Use Only:		
Date Pmt Rec'd: _____	Fee Paid: $_____	Check No: _____
Police Department approval issued	☐	Notes: _____
Meets applicable zoning bylaws	☐	_____
Certificate of Occupancy issued	☐	_____
Board of Health Permits issued	☐	_____
Board of Selectmen Decision Date _____		
	Approved ☐	Denied ☐

TOWN OF NATICK

COMMON VICTUALER LICENSE APPLICATION

(Type or print clearly; illegible applications will not be accepted)

For Calendar Year: 2019 **Date Submitted:** _____ **Fee: $75.00**

☑ **New** ☐ **Renewal**

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

☐ **Common Victualer License Only** ☑ **Common Victualer with Liquor License**

Name of Person, Firm, or Corporation Making Application:
Dave & Buster's of Massachusetts, Inc.

Name of Establishment (d/b/a) Dave & Buster's Eat Drink Play Watch

Address of Establishment 1235 Worcester Street, Unit 200, Natick, MA 01760

Mailing address (*if different from establishment*) Dave & Buster's of Massachusetts, Inc.
Att: Legal Department, 2481 Manana Drive, Dallas, TX 75220

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

Email Address jill_valachovic@daveandbusters.com Phone (214) 904-2257

Manager of Establishment Jason Patton

Email Address jason_patton@daveandbusters.com Phone (412) 926-7499

If Business is a Corporation, Corporate Name and Officers Brian Jenkins (President & Treasurer),
Bryan McCrory (Vice President & Secretary) Jill Valachovic (Assistant Secretary)

If Business is an LLC, List of Members _____

Establishment's Days and Hours of Operation 10 AM - 1 AM Monday - Sunday

Number of Staff 160 Number of Seats 547

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

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

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

Applicant's Social Security Number or Employee I.D. Number 27-1248194

Date of Birth _____

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

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

Signature of Applicant _____ **Date** 8/31/18

By Corporate Officer Assistant Secretary **Date** 8/31/18
(If applicable)

Please print and submit completed application and all required supporting materials as listed below to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760. See additional important licensing information on the Town website at natickma.gov: click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Community & Economic Development Office (508-647-6450) and the Board of Health (508-647-6460), both located on the second floor of Town Hall, and the Town Clerk's Office (508-647-6430), located on the first floor of Town Hall, regarding any other zoning regulations, building requirements, permits, etc. pertaining to your application for a common victualer's license. A common victualer's license, if approved, will be issued only if all zoning regulations are met and a Certificate of Occupancy and Board of Health permits are issued.

Required documents:

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

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

MURTHA CULLINA
ATTORNEYS AT LAW

JOSEPH R. TARBY, III
781.897.4980 DIRECT TELEPHONE
617.210.7040 DIRECT FACSIMILE
JTARBY@MURTHALAW.COM

RECEIVED
SEP - 4 2018
BOARD OF SELECTMEN
NATICK, MA

August 31, 2018

VIA HAND DELIVERY

Clerk Michael Hickey, Jr.
Natick Board of Selectmen
Natick Town Hall
13 East Central Street
2nd Floor
Natick, MA 01760

Re: Application for Weekday Entertainment and Sunday License for Dave & Buster's of Massachusetts, Inc.,

Dear Mr. Hickey:

Enclosed please find the following regarding the above referenced matter:

1. Application for a Weekday Entertainment License;
2. Sunday Entertainment License;
3. Check for $100.00 for Application for a Weekday Entertainment License;
4. Check for $125.00 for Sunday Entertainment License (Natick); and
5. Check for $100.00 for Sunday Entertainment License (ABCC).

If there are any questions, please contact the undersigned.

Very truly yours,

Joseph R. Tarby

Joseph R. Tarby, III

Enclosures
JRT/csf

9446601v1

Murtha Cullina LLP
99 High Street
Boston, MA 02110
T 617.457.4000
F 617.482.3868

For Calendar Year: 2019

TOWN OF NATICK

APPLICATION FOR A WEEKDAY ENTERTAINMENT LICENSE

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

Name of Establishment: Dave & Buster's of Massachusetts, Inc.

Applicant (*must be an individual*): Jill Valachovic

If Businesss is a Corporation / Corporate Name and Officers:

Brian Jenkins (President & Treasurer), Bryan McCrory (Vice President and Secretary) Jill Valachovic (Assistant Secretary)

If Business is not a Corporation, Name of Owner:

Address of Establishment: 1235 Worcester Street, Unit 200, Natick, MA 01760

Mailing Address: 2481 Manana Drive, Dallas, TX 75220 Telephone Number: (214) 904-2257

Email Address: Jill_Valachovic@daveandbusters.com Fax Number: (214) 357-1536

Describe the type of entertainment at your Establishment: Amusement style games, Television, and recorded music

Proposed hours of Entertainment 10 AM - 1 AM Monday - Sunday

Signature of Applicant: Date: 8/31/18

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

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

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature of Applicant (Mandatory)	Assistant Secretary By Corporate Officer (If applicable)
27-1248194 Either a Social Security Number Or Federal Identification Number Must Be Supplied	8/31/18 Date (required)

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

FOR OFFICE USE ONLY:

Fee Paid: $_____ Check #___

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

Date of BoS Meeting_____

_____Approved

_____Approved with Conditions (attach statement of conditions)

_____Denied (attach statement of reasons)

State Fee, $ 100
Municipal Fee, $ 125

THE COMMONWEALTH OF MASSACHUSETTS
Town OF Natick

LICENSE

For
PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Dave & Buster's in or on the property at No. 1235 Worcester Street, Unit 200, Natick, MA 01760 (*address*)

The Licensee *or* Authorized representative, Dave & Buster's of Massachusetts in accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
		Arcade Games, Televisions and Recorded Music

Hon. _____ Mayor/ Chairman of Board of Selectman, _____ (*City or Town*)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm – Midnight): $2.00 Special Hours (Sunday 12:00 am- Midnight): $5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm – Midnight): $50.00 Special Hours (Sunday 12:00 am- Midnight): $100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

MURTHA CULLINA
ATTORNEYS AT LAW

JOSEPH R. TARBY, III
781.897.4980 DIRECT TELEPHONE
617.210.7040 DIRECT FACSIMILE
JTARBY@MURTHALAW.COM

RECEIVED
SEP - 4 2018
BOARD OF SELECTMEN
NATICK, MA

August 31, 2018

VIA HAND DELIVERY

Clerk Michael Hickey, Jr.
Natick Board of Selectmen
Natick Town Hall
13 East Central Street
2nd Floor
Natick, MA 01760

$50 for 1st
$35 each add'l

Re: Automatic Amusement Device License for Dave & Buster's of Massachusetts, Inc.,

Dear Mr. Hickey:

Enclosed please find the following:

1. General Application for License – form 460;
2. Floor Plan; and
3. Lease.

If there are any questions, please contact the undersigned.

Very truly yours,

Joseph R. Tarby

Joseph R. Tarby, III

Enclosures
JRT/csf

9446567v1

Murtha Cullina LLP
99 High Street
Boston, MA 02110
T 617.457.4000
F 617.482.3868

THE COMMONWEALTH OF MASSACHUSETTS

Town of Natick

APPLICATION FOR LICENSE
(GENERAL)

No._____

August 31, ~~19~~ 2018

TO THE LICENSING AUTHORITIES:

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

Dave & Buster's of Massachusetts, Inc.

(Full name of person, firm or corporation making application)

STATE CLEARLY PURPOSE FOR WHICH LICENSE IS REQUESTED

To have Arcade and Amusement style games available to its patrons.

GIVE LOCATION BY STREET AND NUMBER

At 1235 Worcester Street, Unit 200
Natick, MA 01760

in said City/Town of Natick
in accordance with the rules and regulations made under authority of said Statutes.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

*Signature of Individual or Corporate Name (Mandatory)

Assistant Secretary
By: Corporate Officer (Mandatory, if Applicable)

27-1248194
**Social Security # (Voluntary) or Federal Identification Number

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

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

Received _____ 19___

Hour A.M._____
P.M._____

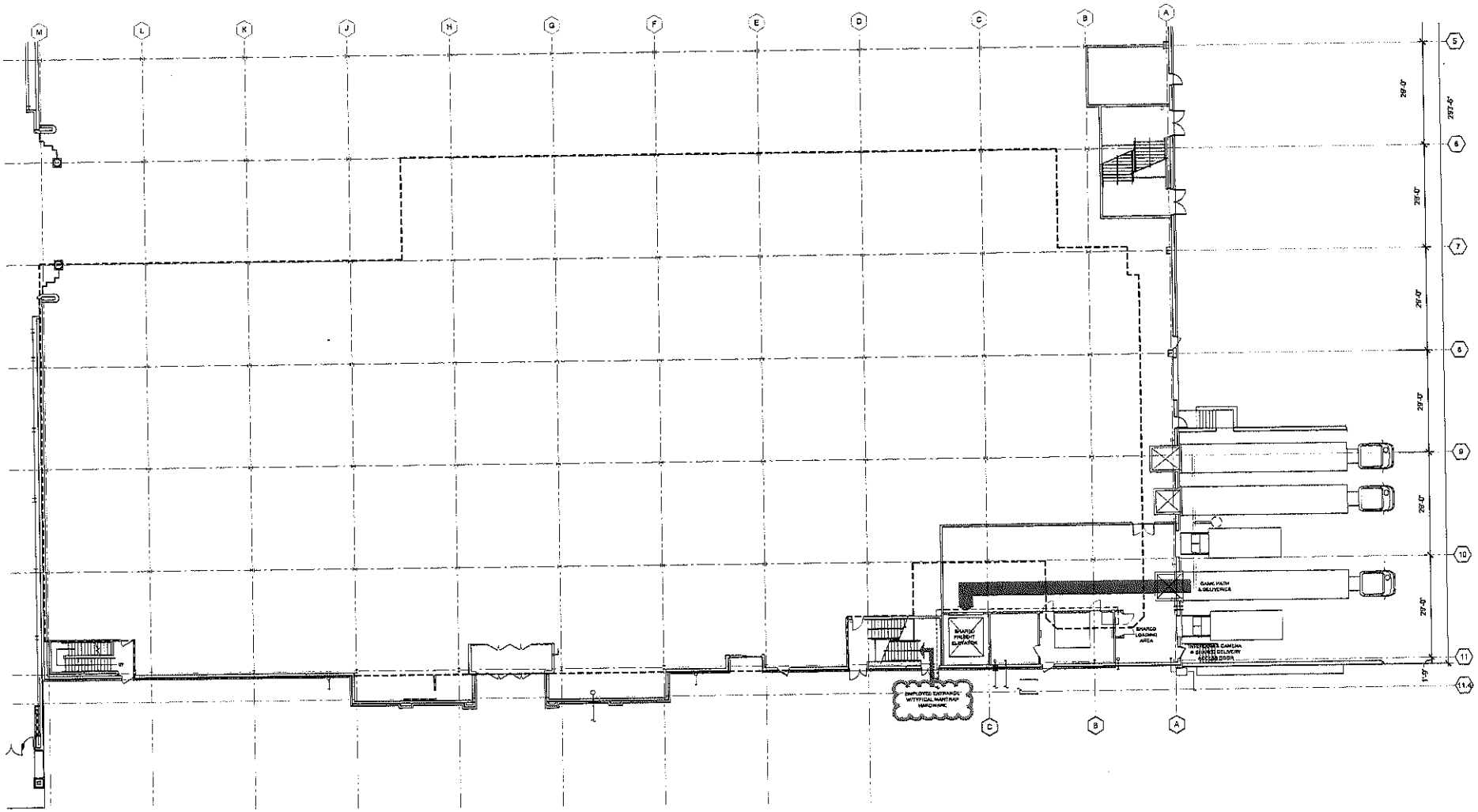
Approved _____ 19___

Signature of Applicant

Address

Licence Granted _____ 19__

FORM 460 HOBBS & WARREN, INC. PUBLISHERS BOSTON REVISED



SBLM

SBLM Architects

33 Walt Whitman Road, Suite 204
Huntington Station, NY 11746
t: 631-683-5588
f: 631-683-5591
www.sblm.com

Dave & Buster's

2481 Manana Drive
Dallas, TX 75220

N

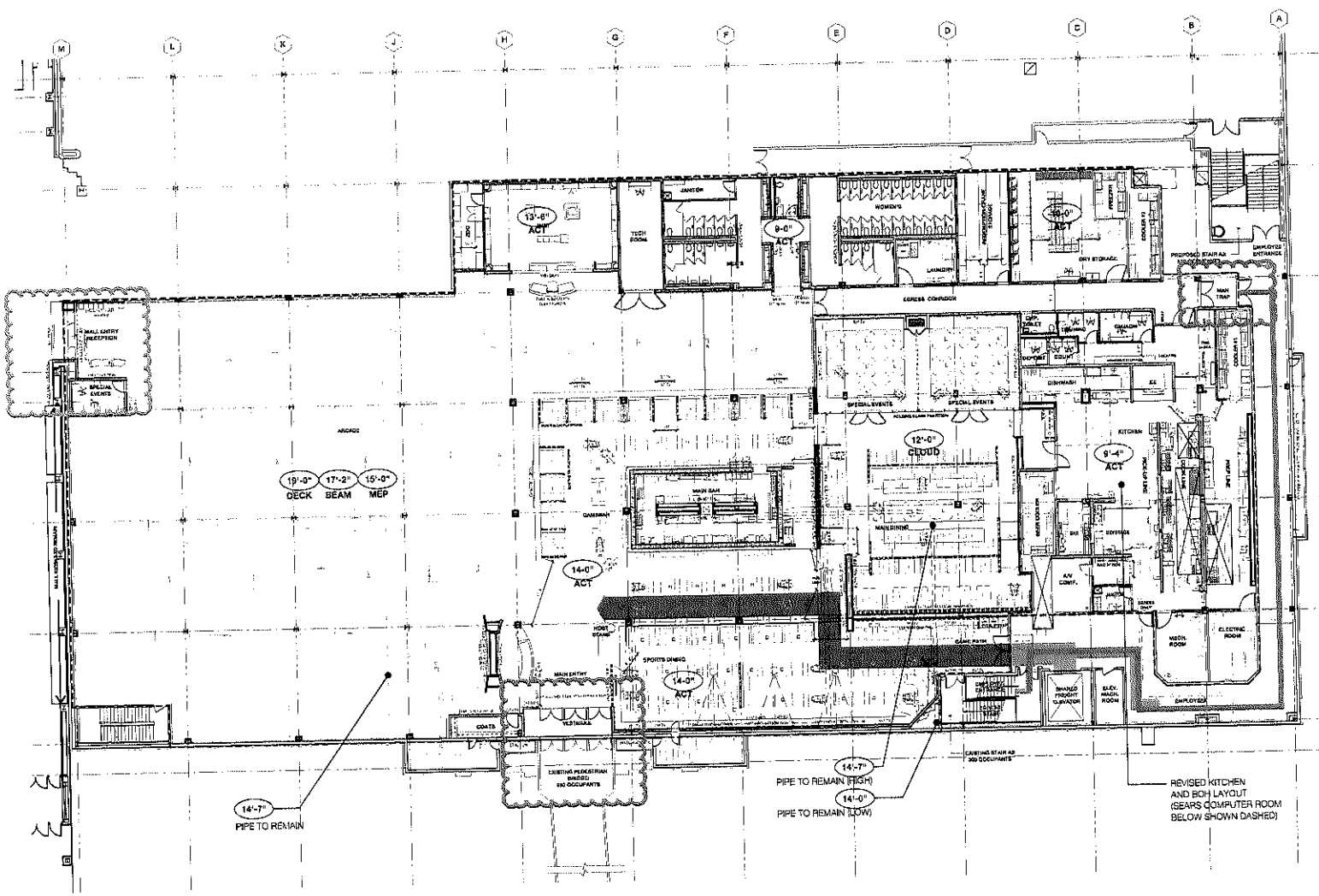
Natick Mall

Natick, MA

SECOND FLOOR PLAN

08-06-2018
NOT TO SCALE

FP-SS-1



SEATING			40K PROTO
MIXMASTER / ENTRY	-	3 SEATS	2 SEATS
FUNction ROOMS	-	-	144 SEATS
SPECIAL EVENTS	17 TABLES	68 SEATS	32 SEATS
EAT AT BUSTER'S	37 TABLES	140 SEATS	191 SEATS
SPORTS LOUNGE	29 TABLES	124 SEATS	97 SEATS
BAR ZONE			
GAME BAR	22 TABLES	136 SEATS	104 SEATS
SPORTS BAR	12 TABLES	76 SEATS	45 SEATS
BILLIARDS	-	-	-
TOTAL	117 TABLES	**547 SEATS**	**628 SEATS**

SQUARE FOOTAGE		
MIXMASTER/MAIN MALL ENTRY	1,379 SF	865 SF
FUNction ROOMS	-	2,255 SF
SPECIAL EVENTS	1,330 SF	542 SF
EAT AT BUSTER'S	2,675 SF	3,252 SF
SPORTS LOUNGE	2,636 SF	1,664 SF
BAR ZONE		
GAME BAR	2,018 SF	1,896 SF
D&B SPORTS BAR	1,173 SF	1,166 SF
BILLIARDS	-	-
DAVE'S ARCADE	15,005 SF	14,010 SF
WIN! & ZOO	1,215 SF	1,056 SF
TECH ROOM	320 SF	263 SF
BACK OF HOUSE		
KITCHEN (INCLUDES COOLERS & DRY STORAGE)	4,963 SF	4,084 SF
OFFICE/ANCILLARY/STORAGE	2,240 SF	2,299 SF
TOILET ROOMS (PUBLIC ONLY)	1,972 SF	1,368 SF
MISC./ CIRCULATION	3,156 SF	4,420 SF
TOTAL	**40,082 SF**	**40,000 SF**

STORAGE		
REDEMPTION/ CRANE STORAGE	76 LF	64 LF (64-70)
BANQUET STORAGE	16 LF	16 LF (12-16)
LINEN STORAGE	-	-
ZOO STORAGE (INCLUDES CABINET)	36 LF +4 CAB	36 LF +4 CAB

FLOOR AREA	
GROSS TOTAL AREA (TO BE VERIFIED)	**40,082 SF**

OCCUPANCY CAPACITY (PER LANDLORD ARCHITECT)	
STAIR A1	220 OCC.
STAIR A2	300 OCC.
STAIR A3	510 OCC.
PEDESTRIAN BRIDGE	953 OCC.
TOTAL OCCUPANCY CAPACITY	**1,983 OCC. MAX.**

SBLM

SBLM Architects
33 Walt Whitman Road, Suite 204
Huntington Station, NY 11746
t: 631-683-5588
f: 631-683-5591
www.sblm.com

Dave & Buster's
2481 Manana Drive
Dallas, TX 75220

N

Natick Mall
Natick, MA

SECOND FLOOR PLAN
08-07-2018
NOT TO SCALE

FP-SS-2

Natick Mall

Dave & Buster's
Space No. 3201

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50 Liability of Landlord
51 No Option
52 Special Damages
53 Corporate Tenant
54 Printed Provisions
55 Entire Agreement
56 No Third-Party Rights
57 Financial Statements
58 Other Locations
59 Tenant's Failure
60 Ownership
61 Special Provisions
62 Tenant Financing
63 Landlord Guaranty

AFFIDAVIT

EXHIBITS

EXHIBIT "A", shaded in blue)	Plans of Leased Premises (including locations for potential future branding
EXHIBIT "B"	Intentionally Omitted
EXHIBIT "B-2"	Site Plan showing the Protected Area,
EXHIBIT "B-3"	Site Plan showing "To Go" Parking and Employee Parking
EXHIBIT "C"	Description of Landlord's/Tenant's Work
EXHIBIT "D"	Intentionally Omitted
EXHIBIT "E"	Exclusive Uses
EXHIBIT "F"	Generic Permitted Exceptions
EXHIBIT "G"	Form of Guaranty
EXHIBIT G-1	Landlord Guaranty
EXHIBIT "H"	Form of Memorandum of Lease
EXHIBIT L-W	Landlord's Work
EXHIBIT "S"	Form of SNDA
EXHIBIT "T"	Tax Parcels
EXHIBIT "U"	Form of NDA

Natick Mall

THIS LEASE is between **GS Portfolio Holdings II, LLC, a Delaware limited liability company** ("Landlord"), and **Dave & Buster's of Massachusetts, Inc., a Massachusetts corporation** ("Tenant"). The date of this Lease is September 29, 2017 ("Effective Date"). The Leased Premises are located in the **Natick Mall** ("Shopping Center") in the City of NATICK, County of MIDDLESEX, and State of Massachusetts.

REFERENCE PROVISIONS

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

1.01 Leased Premises: **Space 3201 Natick Mall containing approximately 40,074 square feet of floor area and having an address 1245 Worcester Street, Suite 1218, Natick, MA.**

[ARTICLE 1(a)]

1.02 Expiration Date: **Fifteen (15) full Lease Years following the Partial Lease Year commencing on the Rental Commencement Date.**

[ARTICLE 1(b)]

1.03 Permitted Use:

(a) Tenant shall initially open and use the Leased Premises as Dave & Buster's (or such other trade name as Tenant is then operating substantially all of its other Dave & Buster's facilities) for the purpose of conducting and operating an entertainment-recreation-amusement-restaurant-bar-complex similar to other Dave & Buster's facilities in the country providing goods and services, which goods and services may primarily include, but not be limited to, the provision, sale, rental and use for pecuniary consideration, virtual reality games, video games, so-called arcade games, rides and amusements, billiards, golf, play-for-fun blackjack, bowling, dance, nightclub and other amusements, food, beverages (alcoholic and non-alcoholic), branded apparel, party and catering facilities and play areas (some of which games, rides, etc. may provide for the opportunity to win prizes and/or other benefits, e.g., additional free games, by direct reward or through any other method, either directly or via a process of redemption). Any one or more of the foregoing uses and other legal entertainment, restaurant, recreation, amusement, bar or retail uses are sometimes referred to herein as "Entertainment/Food Use"). The parties hereby recognize that this type of complex is in a constantly evolving state, as is the entertainment-recreation-amusement industry generally and that, provided Tenant uses the Dave & Buster's herein in a consistent manner as it is then using other Dave & Buster's facilities in the United States, changes consistent with such evolution may occur. Further, Tenant may use the Leased Premises for any other legal entertainment or restaurant use that does not violate the exclusives listed on EXHIBIT E attached hereto and made a part hereof. Further Tenant may offer on an incidental basis, not to exceed 20% of the floor area, the sale of merchandise and items directly relate to Tenant's Permitted Use.

(b) In no event may Tenant use the Leased Premises nor will Landlord permit any other space in the Shopping Center to be used as or for (i) any use other than those acceptable in a first class regional mall (ii) an auditorium or other similar place of general assembly, (iii) an indoor flea market, (iv) a cemetery/crematorium, (v) a so-called "head shop" or facility for the sale or display of pornographic material, (vi) an off-track betting parlor, (vii) a junk yard, (viii) a recycling facility, (ix) a stock yard, (x) a traveling carnival, (xi) a fair, except health fair, book fair and other promotions may be held in the Joint Use Areas from time to time, provided such events do not materially adversely impact Tenant's parking or its normal business operations, (xii) auctions, (xiii) booths for the sale of fireworks, (xiv) churches, temples or other houses of religious worship, (xv) a bingo hall, (xvi) a rehabilitation center for, mental or substance abuse rehabilitation or treatment, a funeral home or funeral parlor, (xvii) the dumping or disposing of garbage or refuse, or (xviii) any production, manufacturing, industrial or storage use of any kind or nature except for storage and/or construction of products incidental to the Permitted Use of the Leased Premises.

(c) Landlord hereby acknowledges and agrees that Tenant intends to sell alcoholic beverages from the Leased Premises.

[ARTICLE 1(c)]

1.04 **Plan Submittal Dates:**

Submittal date for Landlord's Base Shell Plan ("LOD"): 30 days after the Acquisition Date as defined in Reference Provision 1.42 (d).

Notwithstanding anything to the contrary, Tenant shall not commence any work or expend any costs on Tenant's plans prior to receiving written notice from Landlord that Tenant should commence preparing Tenant's plans (the "Commence Plans Notice"). Tenant shall, no later than forty- five (45) days after Tenant's receipt of the Commence Plans Notice, submit to Landlord, the Tenant's Preliminary Plans which shall include (a) Tenant's interior layout and HVAC/RTU and Roof loads

and utilities and (b) Tenant's preliminary exterior elevations (collectively the "Preliminary Plans"): 30 days after the later of (i) Landlord's submittal of the LOD or (ii) the ~~Effective~~ Acquisition Date;

Submittal Date for Landlord's Preliminary architectural and structural drawings:30 days after Tenant's submittal of the Preliminary Plans;

Submittal date for Landlord's Shell Drawings: 30 days after Tenant's submittal of the Preliminary Plans;

Each of the foregoing shall be subject to the approval of the non-submitting party, such approval not to be unreasonably withheld, conditioned or delayed. The non-submittal party agrees to respond within fifteen (15) business days after receipt of the submitted item. If a party timely delivers its reasonable disapproval, then Landlord and Tenant shall work in good faith to resolve any dispute as soon as reasonably practicable and Landlord or Tenant, as applicable, will, in connection therewith, make any agreed-upon changes within fifteen (15) days of the parties being in agreement regarding such changes. Notwithstanding anything herein to the contrary, neither Landlord nor Tenant shall have the obligation to revise their respective submittal if such submitting party believes such objections are unreasonable.

Submittal of Landlord's 'Permit Set' of Plans: 30 days from Landlord's submittal of Landlord's Shell Drawings ~~Preliminary architectural and structural drawings~~, written notice of such submittal to be sent to all parties pursuant the Notice Provision set forth in Article 30 of this Lease;

Submittal of Tenant's 'Permit Set' of Plans:30 days from Landlord's submittal of Landlord's Permit Set, written notice of such submittal to be sent to all parties pursuant the Notice Provision set forth in Article 30 of this Lease;

Landlord and Tenant agree to make all necessary applications for their respective building permits promptly following receipt of approval thereof from the other party. The time period applicable to Tenant's building permit in Reference Provision 1.41 below shall be extended 1 day for each of delay that the Landlord fails to timely deliver the items required above.

[ARTICLE 2(d)]

1.05 Tenant's Beginning Work Date: The later of (i) the date of substantial completion of Landlord's Work or (ii) Thirty (30) days following the date of delivery of possession of the Leased Premises to Tenant. Notwithstanding anything in this Lease to the contrary, (a) in no event shall Landlord be required to commence Landlord's Work until such time Tenant has waived or is satisfied with the contingencies set forth in Reference Provision 1.41 and Landlord has satisfied or waived its contingencies set forth in Reference Provision 1.42, as indicated by written notice from each party to the other party and (b) in no event shall Landlord have the right to deliver possession fo the Leased Premises to Tenant until such time as Tenant has waived or is satisfied with the contingencies set forth in Reference Provision 1.41 .

[ARTICLE 2(e)]

1.06 Opening Date: The earlier to occur of (i) the date Tenant opens for business to the public in the Leased Premises, or (ii) 210 days after the later of (a) the date on which Landlord delivers possession of the Leased Premises to Tenant, or (b) the date on which Tenant has waived or is satisfied with the contingencies set forth in Reference Provision 1.41.

[ARTICLE 3]

1.07 Minimum Annual Rental:

[ARTICLE 4(a)]

Rental Commencement Date – End of the Fifth Lease Year (based upon $31.10 per square foot of the Leased Premises)

$1,246,301.40 per year ($103,858.45 per month)

First Day of the Sixth Lease Year – End of the Tenth Lease Year (based upon $34.20 per square foot of the Leased Premises)

$1,370,530.80 per year ($114,210.90 per month)

First Day of the Eleventh Lease Year – Expiration Date (based upon $37.63 per square foot of the Leased Premises)

$1,507,984.62 per year ($125,665.39 per month)

OPTIONS:

First Five (5) Year Option to Extend (based upon $41.39 per deemed square foot of the Leased Premises)

$1,658,662.86 per year ($138,221.91per month)

Second Five (5) Year Option to Extend (based upon $45.53 per square deemed foot of the Leased Premises)

$1,824,569.22 per year ($152,047.44 per month)

1.08 Percentage Rate: 5% [ARTICLE 4(b)]

1.09 Annual Sales Base: [ARTICLE 4(b)]

Rental Commencement Date – End of the Fifth Lease Year	**$13,000,000.00 per year**
First Day of the Sixth Lease Year – End of the Tenth Lease Year	**$14,300,000.00 per year**
First Day of the Eleventh Lease Year – Expiration Date	**$15,730,000.00 per year**

OPTIONS:

The Annual Sales Base during the First Five (5) Year Option to Extend and for the Second Five (5) Year Option to Extend shall increase at the same percentage rate that the Minimum Annual Rental increases for each respective Five (5) Year Option Period.

1.10 Address of Landlord: [ARTICLES 4 and 30]

Landlord's Notice Address
GS PORTFOLIO HOLDINGS II, LLC
c/o Natick Mall Sears Anchor
110 N. Wacker Dr.
Chicago, IL 60606
Attn: Law/Lease Administration Department

Landlord's Payment Address:
GS Portfolio Holdings II, LLC
P.O. Box 860581
Minneapolis MN 55486-0581

With a copy to:
Natick Mall Sears Anchor
1245 WORCESTER STREET, SUITE 1218
Natick, MA 01760-1553
Attn: General Manager

1.11 Address of Tenant: [ARTICLE 30]

Notice:
Dave & Buster's of Massachusetts, Inc.
c/o Dave & Buster's, Inc.
2481 Manana Drive
Dallas, Texas 75220
Attn: General Counsel

Billing:
Dave & Buster's of Massachusetts, Inc.
c/o Dave & Buster's, Inc.
2481 Manana Drive
Dallas, Texas 75220
Attn: Director of Operations Accounting

1.12 Additional Gross Leasable Area Annual Rental Increase: Not Applicable. [ARTICLE 4(c)]

1.13 Anchor Minimum Annual Rental Increase: Not Applicable [ARTICLE 4(d)]

1.14 Trade Name: **"Dave & Buster's"** [ARTICLE 25]

1.15 Intentionally Omitted [ARTICLE 37]

1.16 Initial Assessment: Not Applicable [ARTICLE 37]

1.17 Preliminary Rent: Not Applicable

1.18 Construction Allowance: **$2,805,180.00 (based upon $70.00 per square foot of the Leased Premises)**

Landlord agrees to pay to Tenant, if Tenant is not then in default beyond any applicable notice and cure period, the cost of Tenant's Work up to the aggregate sum of $2,805,180.00 (based upon $70.00 per square foot of the Leased Premises), but not more than that amount, subsequent to the fulfillment of all of the following requirements:

A. 33.33% of the Construction Allowance - $935,060.00 within thirty (30) days after the date Tenant commences construction of Tenant's Work, as indicated by written notice from Tenant to Landlord.

B. 33.33% of the Construction Allowance - $935,060.00 upon completion of fifty percent (50%) of Tenant's Work in accordance with the requirements of this Lease and its exhibits, lien free, and upon

presentation in form and detail satisfactory to Landlord of:

a. Contractor's Sworn Statement showing that the amount requested by Tenant has been spent by Tenant on the Leased Premises and listing all subcontractors, sub-subcontractors and material suppliers and amounts which they were to be paid and were paid for work performed for or on the Leased Premises or for materials supplied for Tenant's Work; and

b. Partial and Notarized Waivers of Lien from all architects, subcontractors, sub-subcontractors and material suppliers, if the subcontractor, sub-subcontractor or material supplier is listed in the draw.

C. The remainder of the Construction Allowance - $935,060.00 upon completion of Tenant's Work in accordance with the requirements of this Lease and its exhibits, lien free and upon presentation in form and detail satisfactory to Landlord of:

a. Contractor's Sworn Statement showing that the amount requested by Tenant has been spent by Tenant on the Leased Premises and listing all subcontractors, sub-subcontractors and material suppliers and amounts which they were to be paid and were paid for work performed for or on the Leased Premises or for materials supplied for Tenant's Work;

b. A copy of Tenant's Architect's original and notarized affidavit or final waiver of lien indicating that the Architect has been paid in full;

c. A copy of the General Contractor's original and notarized final waiver of lien;

d. Copies of the General Contractor's subcontractors notarized final waivers of lien, from those who supplied more than $10,000.00 in labor or materials;

4. A copy of the Certificates of Occupancy from all applicable governmental authorities; and

5. Tenant shall have opened its store in the Leased Premises for business with the public.

Landlord shall be entitled to any unpaid portion of the amount in the event of a default by Tenant, even if Tenant shall have paid all or a portion of the cost of Tenant's Work.

Tenant's request for payment should be sent to Landlord at the notice address shown in Reference Provision 1.10 and directed to Attn: Tenant Allowance Administration. The Construction Allowance monies will be paid to Tenant only for Tenant's payment for construction work performed in the Leased Premises, including the cost of raw materials, labor, architects fees, permits, and related costs of construction. Construction work does not include inventory, supplies, Tenant's moveable property or the cost of training Tenant's employees.

The terms of this Reference Provision will be a condition precedent to Tenant's right to receive the Construction Allowance, and no portion of said sum shall vest in Tenant, nor shall Tenant sell, assign, encumber or create a security interest in such allowance prior to full compliance with the terms of this Reference Provision.

All construction, improvements, additions, attached property and attached fixtures (excluding, however, Tenant's point-of-sale equipment security systems, unattached equipment, free-standing display racks and goods held for sale to the public) (the "Leasehold Improvements") funded by the Construction Allowance shall not be encumbered by Tenant, and upon expiration or earlier termination of the Lease, shall be the sole property of Landlord, and Tenant will execute such reasonable documentation necessary to confirm free and clear ownership in Landlord in the Leasehold Improvements upon expiration or earlier termination of the Lease. Landlord agrees to waive any lien, right of distraint or related or similar rights now or hereafter granted to Landlord by statute, or otherwise, with respect to Tenant's personal property, trade fixtures, inventory, non-attached equipment, or stock-in-trade in or on the Leased Premises for non-payment of rent, default by Tenant, or any other reason whatsoever.

Any funds designated in this Lease as a Construction Allowance will be used exclusively for the design and construction of those Leasehold Improvements located in the Leased Premises. It is the intention of Landlord and Tenant that the Leasehold Improvements will constitute "leasehold improvements" within the meaning of Section 168(i) of the Internal Revenue Code of 1986, as amended.

If any portion of the Construction Allowance is not paid within 60 days of the date all of the conditions to payment of the Construction Allowance set forth above are satisfied, Tenant may, upon 10 day written notice to Landlord, withhold such unpaid amount from payment of up to 50% of the Minimum Annual Rental due under this Lease until paid in full.

[ARTICLE 2]

1.19 Security: Not Applicable

[ARTICLE 46]

1.20 Radius: Not Applicable

[ARTICLE 58]

1.21 "Lease Year," as used herein, means February 1st through January 31st during the Lease Term. The first full Lease Year commences on February 1 following the Rental Commencement Date and continues through the following January 31st. A partial Lease Year shall be any portion of a Lease Year (except for the first Lease Year) that either does not begin on the first day of a Lease Year, or that does not end on the last day of a Lease Year ("Partial Lease Year").

1.22 Operating Expenses Payment: $120,222.00 ($3.00 per square foot) per year, prorated for any Partial Lease Year from the Rental Commencement Date until the following January 31st, payable in equal monthly installments, subject to the annual increases provided in this Lease. If the Rental Commencement Date occurs during the month of August or thereafter during the first Partial Lease Year, the Operating Expenses Payment amount set forth above shall remain in effect during the first full Lease Year that follows the Rental Commencement Date.

[ARTICLE 17]

1.23 - Property Taxes Payment: {FOR THIS LEASE ONLY AT NATICK WEST} Estimated to be $2.90 per square foot for the Partial Lease Year prior to the first Lease Year and for the first Lease Year.

1.24 Not Applicable

1.25 Not Applicable

1.26 A. Not Applicable

B. Not Applicable

C. Not Applicable

1.27 Not Applicable

1.28 Not Applicable

1.29 Not Applicable

1.30 Not Applicable

1.31 Not Applicable

1.32 Brokerage Fees: Provided Tenant is not in default under the Lease and in consideration of Tenant's entering into the Lease, Landlord shall, upon Tenant opening for business in the Leased Premises, pay a brokerage commission of $120,222.00 to Metro Commercial ("Tenant's Broker"), which sum shall be payable pursuant to a signed commission agreement between Landlord and Tenant's Broker. Tenant agrees that Landlord shall have no further liability with respect to the liability for or expense of any additional compensation, commission or charges by Tenant's Broker or any other broker or agent claiming it represents Tenant.

1.33 Not Applicable

1.34 Not Applicable

1.35 Anchors: An "anchor" for all purposes under this Lease is any operation, land, building, store or business, whether occupied or vacant and whether owned or leased, which leases or occupies 30,000 square feet or more of space in the Shopping Center. A "variety or specialty store" is (aa) an occupant which leases or occupies between 10,000 and 29,999 square feet of space in the Shopping Center, or (bb) a restaurant occupant having an exterior entrance. An "outparcel" is any operation, land, building, store or business whether occupied or vacant and whether owned or leased, that is not an anchor or variety or specialty store and is separated by vehicular access or parking area from the Main Mall Building(s) or does not have an entrance accessible to the customers of the Shopping Center directly from the Main Mall Building(s).

1.36 Option: Provided this Lease is in full force and effect, Tenant shall have the right, at its election, to extend the original term of this Lease for two (2) successive additional periods of five (5) years each. Each additional extension period shall be exercisable upon the following terms and conditions:

(a) Tenant shall give Landlord written notice of such election to extend the term of this Lease not later than three hundred sixty five (365) days prior to the expiration of the primary term or each extended term; provided that if Tenant shall fail to give such notice, Tenant's rights shall not be extinguished until Landlord shall give written notice to Tenant that such right to extend the term shall be extinguished and of no further force and effect fifteen (15) business days after such notice if Tenant fails to give notice extending the Term within said fifteen (15) business day period after receipt of such notice;

(b) At the time of exercise of such election Tenant shall not be in default with respect to any

monetary obligation or material non-monetary obligations under this Lease beyond any applicable notice, grace and cure periods; and

(c) Each such extended term shall be upon the same terms and conditions as during the primary term hereof, except that Tenant shall have no further election to extend the term of this Lease beyond the second extended term and Tenant shall pay to Landlord and Landlord shall accept Minimum Annual Rental during such additional terms in accordance with the schedule set forth in Reference Provision Section 1.07. If Tenant elects to exercise any such option to extend, the term of this Lease shall be automatically extended for the period of such additional term without necessity for the execution of any instrument by Landlord to effect the same, and in such event the phrases "the term of this Lease" and "the term hereof"' as used in this Lease shall include such additional term, and the Expiration Date shall be adjusted accordingly.

1.37 Communication Equipment: (a) Landlord hereby grants to Tenant the right to install, operate, maintain, repair, replace and remove, at Tenant's sole cost and expense, a satellite dish antenna (hereinafter referred to as the "Dish"), and its related parts ("Dish System") including but not limited to: mounting brackets and poles used in mast and ground mounts; concrete pad(s) and screenings (e.g., fences and landscaping) used in ground mounts; non-penetrating pads or curbing used in roof mounts; wiring (electrical, complete cable or otherwise) service lines and any penetration in structural and non-structural areas to accommodate same; and service or control panels, all in a location as determined by Landlord in its reasonable discretion.

(b) Tenant shall hire a competent company or companies, each carrying liability insurance with a combined single limit of liability for bodily injury and property damage of at least $1,000,000.00 naming Landlord as an additional insured, to install, maintain and remove (upon termination of the Lease and extensions thereof) the Dish and the Dish System, provided that any company that is to perform associated roof work for the installation and removal of the Dish and Dish System shall be a Shopping Center approved roofing contractor.

(c) Tenant shall obtain all permits, variances, licenses and inspections, and adhere to any rules, regulations and ordinances as set forth by local, state and federal government agencies from time to time with respect to the Dish and the Dish System. If Tenant is ordered, from time to time, by any governmental agency to relocate or enclose by a permanent screening, any major component of the Dish and/or the Dish System, then Tenant shall notify Landlord of such notice so Landlord may evaluate any and all possible alternatives to give final approval for the new location of which such approval shall not be unreasonably withheld, and all at Tenant's sole cost and expense.

(d) Upon removal of the Dish and the Dish System, Tenant, at its sole cost and expense, shall repair or replace all damaged areas associated with such removal pursuant to the direction and satisfaction of Landlord and any repairs or replacements to the roof shall be performed by a Shopping Center approved roofing contractor.

(e) Landlord may request that Tenant relocate the Dish, if required by law or by a contractual relationship with another party. In this event, Tenant shall cooperate with Landlord to find an alternative location with adequate transmission and reception. Tenant shall ensure that the Dish will be installed in accordance with applicable law and building codes. Tenant shall obtain all necessary FCC and other licenses or approvals required to operate the Dish. Tenant shall immediately repair any damage to the Leased Premises or the Shopping Center from the installation, removal, relocation, or operation of the Dish or Dish System.

(f) Notwithstanding anything to the contrary contained in this Reference Provision 1.37, ground mounted communication equipment shall not be allowed, roof mounted communication systems shall be subject to Landlord and its architect's prior approval, all structural work in connection with the communication equipment shall be subject to Landlord's prior written approval and shall be at Tenant's sole cost and expense, and all roofing work in connection with the communication equipment shall be performed by Landlord's roofing contractor. Landlord may require screening of the communication equipment, in its sole discretion, and at Tenant's sole cost and expense.

1.38 Waiver of Landlord's Lien: Landlord shall not have, and hereby expressly waives any security interest or lien granted to Landlord, whether statutory or otherwise, in Tenant's personal property, fixtures, inventory, or stock-in-trade on the Leased Premises for non-payment of rent, default by Tenant, or any other reason whatsoever.

1.39 Confidentiality: Landlord and Tenant shall take all reasonable actions in order to keep the terms of this Lease confidential except to the extent necessary in order to perform their obligations hereunder or as required by law. No statements shall be made or released to the print or televised media with respect to this Lease without the prior written approval of Tenant.

1.40 Counterparts: This Lease may be executed in any number of counterparts, any or all of which may contain the signature of only one of the parties, and all of which shall be constructed together as a single instrument.

1.41 Inspection Period:

(a) Initial Inspection Period: During the period from the Effective Date to 5:00 p.m. on the date that is 60 days after the Effective Date (the "Initial Inspection Period"), Tenant shall have the right, subject to the further provisions of this subsection, to investigate the following matters relating to the Leased Premises: zoning, deed restrictions, environmental, title and REA requirements. Tenant shall have no right to conduct a Phase II environmental assessment or other invasive testing of the Leased Premises without Landlord's prior written consent. If any of the above contingencies and conditions cannot be met, Tenant shall have the right to terminate this Lease by written notice to Landlord delivered prior to expiration of the Initial Inspection Period, in which event this Lease shall be null and void and the parties shall have no further rights or obligations to each other, except those that expressly survive the termination of this Lease. If such a termination notice is not given prior to expiration of the Initial Inspection Period, Tenant's right to terminate this Lease pursuant to this subpart (a) of Reference Provision 1.41 shall be deemed waived; and

(b) Inspection Period: During the period from the ~~Effective~~ {for this Lease only at Natick} ~~Date~~ to 5:00 p.m. on the date that is 180 days after the Acquisition Date ~~the expiration of the Initial Inspection Period~~ (the "Inspection Period"), Tenant shall have obtained or verified that it will be able to later obtain, the following matters relating to the Leased Premises: all required governmental approvals (including site plan, signage, etc.) other than Tenant's Building Permit; and all required governmental approvals for Tenant's business operations, permits and licenses (including approvals to operate Tenant games and obtain a liquor license) that are necessary to operate its business at the Leased Premises. If any of the above approvals, contingencies and conditions cannot be met or obtained, Tenant shall have the right to terminate this Lease by written notice to Landlord delivered prior to expiration of the Inspection Period, in which event this Lease shall be null and void and the parties shall have no further rights or obligations to each other, except those that expressly survive the termination of this Lease. If such a termination notice is not given prior to expiration of the Inspection Period, Tenant's right to terminate this Lease pursuant to this subpart (b) of Reference Provision 1.41 shall be deemed waived.

Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant agree that with the exception of the matters Landlord has agreed to perform prior to Tenant's waiver of the contingencies set forth in subparts (a) and (b) above, for Tenant's benefit in this Lease, Landlord shall have no obligation to perform any other Landlord's Work until such time as Tenant has waived the Inspection Period.

(c) Tenant shall use commercially reasonable efforts to obtain building permit(s) for Tenant's Work ("Tenant's Building Permit") on or before the date that is ninety (90) days after the approval by Landlord of Tenant's "Permit Set" of Plans, pursuant to Reference Provision 1.04 above ("Tenant's Building Permit Period"), written notice of such submittal to be sent to all parties pursuant the Notice Provision set forth in Article 30 of this Lease. Tenant shall have the one-time right to extend the Tenant's Building Permit Period for a period of sixty (60) days, plus any additional days pursuant to Reference Provision 1.04 above, by delivery of written notice thereof to Landlord on or prior to the expiration of the Tenant's Building Permit Period. Tenant shall apply for Tenant's Building Permit within five (5) business days after the approval by Landlord of Tenant's "Permit Set" of Plans. If necessary, as applicable, at Tenant's request, Landlord shall, at no additional cost or expense to Landlord, join in the execution of the applications for the Tenant's Building Permit and cooperate with the prosecution of the applications for the Tenant's Building Permit. Tenant shall prosecute the applications diligently and use good faith efforts to seek the Tenant's Building Permit. Tenant, upon receipt of written request from Landlord, shall advise Landlord of its progress from time to time. If Tenant is unable to obtain the Tenant's Building Permit within the Tenant's Building Permit Period, Landlord, upon written notice to Tenant (a "Landlord's Building Permit Takeover Notice") given within ten business (10) days after the expiration of the Tenant's Building Permit Period, may elect, to the extent permissible under applicable law, to obtain the Tenant's Building Permit on Tenant's behalf. If Landlord so elects to obtain the Tenant's Building Permit, Tenant shall cooperate with Landlord's efforts to obtain the Tenant's Building Permit.

If Tenant is unable to obtain the Tenant's Building Permit on or before the expiration of the Tenant's Building Permit Period and Landlord does not timely elect to attempt to obtain the Tenant's Building Permit then either Landlord or Tenant, shall have the right to terminate this Lease upon notice given at any time prior to the date that is the earliest to occur of: (i) Tenant's obtaining the Tenant's Building Permit, (ii) the date that is fifteen (15) business days after the expiration of Tenant's Building Permit Period, or (iii) Tenant's written waiver of such contingency.

If Tenant is unable to obtain the Tenant's Building Permit on or before the expiration of the Tenant's Building Permit Period and Landlord timely elects to attempt to obtain the Tenant's Building Permit but is unsuccessful in obtaining the Tenant's Building Permit within sixty (60) days after the giving of Landlord's Building Permit Takeover Notice, either Landlord or Tenant, shall have the right to terminate this Lease upon notice given at any time prior to the date that is the earliest to occur of: (i) either party's obtaining the Tenant's Building Permit, (ii) the date that is one hundred twenty (120_) days after Landlord's delivery of Landlord's Building Permit Takeover Notice, or (iii) Tenant's written waiver of such contingency.

If this Lease is timely terminated, this Lease shall be null and void and the parties shall have no further rights or obligations to each other, except those that expressly survive the termination of this Lease.

(d) Landlord shall deliver to Tenant prior to expiration of the Inspection Period the subordination non-disturbance and attornment agreement in the form attached as Exhibit S and Tenant agree to execute and deliver to Landlord four (4) originals of the SNDA in the form attached hereto as Exhibit S ("Approved SNDA") to Landlord contemporaneously with Tenant's execution and delivery of this Lease to Landlord. If Tenant does not receive the Approved SNDA executed by Landlord and Landlords lender by the expiration of the Inspection Period, then Tenant may, as its sole and exclusive remedy, terminate this Lease by giving written notice (the "SNDA Termination Notice") to Landlord at any time prior to the earlier of (i) the date on which Tenant receives the Approved SNDA and (ii) the last date on which Tenant may terminate this Lease pursuant to the provisions in this Reference Provision 1.41. If this Lease is timely terminated, this Lease shall be null and void and the parties shall have no further rights or obligations to each other, except those that expressly survive the termination of this Lease (specifically excluding Landlord's Reimbursement Obligation set forth in Reference Provision 1.42 of this Lease, which shall not apply in the event Tenant terminates this Lease pursuant to this Reference Provision 1.41 (d). Landlord agrees to proceed diligently and Landlord and Tenant agree to work in good faith to obtain the Approved SNDA within the time period set forth above, and, unless Tenant terminates this Lease, as set forth above, to continue to use such diligent and good faith efforts in the event Landlord fails to so obtain within such time period.

1.42 Contingencies:

Conditions to Landlord's Obligations. This Lease and the obligations of Landlord under this Lease are subject to the satisfaction or waiver by Landlord of the following conditions, the form of which shall be in the sole discretion of Landlord (the "Conditions to Landlord's Obligations"):

(a) COREA and Approvals. Landlord shall have obtained all requisite approvals and consents of any required third parties and from the parties to that certain Construction, Operation and Reciprocal Easement Agreement made as of August 23, 2006 by and among GGP-Natick West L.L.C., Nordstrom, Inc., and The Neiman-Marcus Group, Inc. as amended from time to time and that certain Reciprocal Easement and Restrictive Covenant Agreement made as of August 23, 2006 by and among Natick Mall, LLC, Federated Retail Holdings, Inc., Federated Retail Holdings, Inc., GGP-Natick West L.L.C., Nordstrom Inc., and The Neiman Marcus Group, Inc.(the "COREA") and for (i) the operation of Tenant's business as initially contemplated by this Lease; (ii) the Plans and Specifications; (iii) Tenant's signage; and (iv) Landlord shall have obtained all required governmental approvals for the construction of Landlord's Work as contemplated hereunder (other than Landlord's securing of its Building Permit, which shall be controlled pursuant to Reference Provision 1.42 (c) below).

(b) Mortgagee Consent and SNDA. Landlord shall have obtained the consent of Landlord's mortgagee to this Lease.

Landlord shall use commercially reasonable efforts to satisfy items (a) and (b) of the Conditions to Landlord's Obligations on or before the date that is ninety (90) days following the date that Tenant has submitted its Preliminary Plans to Landlord pursuant to Reference Provision Section 1.04 above (the "Outside Date"). If items (a) and (b) of the Conditions to Landlord's Obligations shall not have been satisfied and/or waived by Landlord by the Outside Date, either party hereto shall have the right thereafter and until such time as Landlord notifies Tenant that items (a) and (b) of the Conditions to Landlord's Obligations are satisfied and/or waived by Landlord to terminate this Lease on ten (10) days prior written notice to the other party. Upon the effective date of such termination, the parties hereto shall be released and relieved from all further liability under this Lease except for Landlord's Reimbursement Obligation set forth in Reference Provision 1.42 of this Lease.

(c) Building Permit Approvals: Landlord shall use commercially reasonable efforts to obtain building permit(s) for Landlord's Work ("Landlord's Building Permit") on or before the date that is ninety (_90) days after Tenant's approval of Landlord's 'Permit Set" of Plans, pursuant to Reference Provision Section 1.04 above ("Landlord's Building Permit Period"), written notice of such approval to be sent to all parties pursuant the Notice Provision set forth in Article 30 of this Lease. Landlord shall have the one-time right to extend the Landlord's Building Permit Period for an additional period of sixty (60) days ("Landlord's Extended Building Permit Period"), by delivery written notice thereof to Tenant on or prior to the expiration of the Landlord's Building Permit Period. In the event Landlord exercises its right to the extend the Landlord Building Permit Period, Tenant's Building Permit Period shall automatically be extended by such sixty (60) day period (and remain subject to further extension by Tenant, as otherwise provided in Reference Provision Section 1.41 (c) above).

If the Landlord is unable to obtain Landlord's Building Permit on or before the expiration of Landlord's Building Permit Period (or on or before the expiration of Landlord's Extended Building Permit Period, as the case may be), either party may elect to terminate this Lease by giving the other party notice of such election at any time thereafter and until such time as

Landlord notifies Tenant that it has received Landlord's Building Permit, and upon the effective date of such termination the parties hereto shall be released and relieved from all further liability under this Lease except for Landlord's Reimbursement Obligation set forth in Reference Provision 1.42 of this Lease.

(d) Control of Premises Contingency: The parties hereto acknowledge that as of the Effective Date, Sears Holding Corporation ("Sears") currently occupies the portion of the Center upon which the Premises is located (the "Sears Property"). Pursuant to an existing agreement with Sears, Landlord has the right to reclaim the Leased Premises from Sears (the "Sears Agreement"). Subject to the rights and deadlines of Sears under the Sears Agreement, Landlord agrees to use diligent, good faith efforts to reclaim the Premises from Sears (the "Acquisition") ~~on or before that date that is~~ by April 1, 2018 but not later than July 1, 2018~~_____ (_____) days from the Effective Date~~ . Landlord shall promptly notify Tenant in writing upon its completion of the Acquisition (the "Acquisition Date"). Notwithstanding any provision set forth in this Lease to the contrary, if the Acquisition Date does not occur on or before September 1, 2018~~the date (_____) days from the Effective Date~~ (the "Acquisition Deadline"), then either Tenant or Landlord shall have the right to terminate this Lease by providing written notice to the other party at any time after the Acquisition Deadline (but prior to the Acquisition Date), whereupon this Lease shall terminate and be of no further force or effect and the parties hereto shall have no further rights or obligations hereunder except as expressly set forth herein.

(e) City of Natick Site Plan Approval: Landlord shall use commercially reasonable efforts to secure site plan approval by the City Natick, Massachusetts ("Site Plan Approval") on or before the date that is one hundred eighty (180) days from the Effective Date ("Landlord's Site Plan Approval Period"). Landlord shall have the one-time right to extend the Landlord's Site Plan Approval Period for an additional period of sixty (60) days ("Landlord's Extended Site Plan Approval Period"), by delivery written notice thereof to Tenant on or prior to the expiration of the Landlord's Site Plan Approval Period. Notwithstanding any provision set forth in this Lease to the contrary, if Site Plan Approval is not received on or before the expiration of Landlord's Site Plan Approval Period or Landlord's Extended Site Plan Approval Period as the case may be ("Site Plan Approval Deadline") then either Tenant or Landlord shall have the right to terminate this Lease by providing written notice to the other party at any time after the Site Plan Approval Deadline, whereupon this Lease shall terminate and be of no further force or effect and the parties hereto shall have no further rights or obligations hereunder except as expressly set forth herein.

In case of any termination pursuant to this Reference Provision 1.42, Reference Provision 1.43, or ARTICLE 2 (b) below, and further provided that Landlord has submitted the LOD to Tenant causing Tenant to commence preparation of its plans in accordance with Reference Provision 1.04 hereof, Landlord shall reimburse Tenant for its reasonable, verifiable third party out-of-pocket costs incurred by Tenant in connection with this Lease, not to exceed $250,000.00, plus any actual-out-of-pocket costs related to pursuing all of Tenant's permits and liquor and gaming licenses and any city or state permits required for Tenant to operate for the Permitted Use paid by Tenant, within thirty (30) days of the date such costs are submitted by Tenant to Landlord with commercially acceptable reasonable supporting documentation (which submittal shall be made by Tenant within sixty (60) days of the date of Landlord's written notice) and upon such reimbursement, this Lease shall be null and void and the parties shall have no further rights or obligations to each other, except those that expressly survive the termination of this Lease ("Landlord's Reimbursement Obligation").

1.43 If Landlord does not send the Commence Plans Notice on or before the date that is three hundred sixty-five (365) days after the Effective Date (the "Commence Plans Notice Contingency Period"), then Tenant shall have the right to terminate this Lease upon thirty (30) days' written notice to Landlord, unless Landlord delivers the Commence Plans Notice within such thirty (30) day period, in which event Tenant's termination shall be deemed void and the Lease shall continue in full force and effect. Once Landlord has delivered the Commence Plans Notice to Tenant, Tenant shall no longer have the right to terminate this Lease pursuant to this Section.

1.44 Not Applicable

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

ARTICLE 1 - Leased Premises, Term and Use

(a) Landlord leases to Tenant and Tenant takes from Landlord in consideration of the covenants and agreements in this Lease, the premises ("Leased Premises") as shown on the drawings attached to this Lease and made a part of this Lease as "EXHIBIT A". The Shopping Center is shown on the ~~drawings~~ site plan attached to this Lease as and made a part of this Lease as EXHIBIT "B," (the "Site Plan"), includes all buildings, land, improvements, additions, extensions and deletions which may be made from time to time. The Leased Premises are described further in the Reference Provisions. ~~If the square footage of the Leased Premises (excluding any mezzanine)~~ Either party may, at any time prior to the date that is thirty (30) days following the date on which delivery of possession of the Leased Premises is made to Tenant, cause the square footage of the Leased Premises to be re-measured, at the cost of the electing party. The square footage shall be measured to the exterior faces of all exterior walls and internal corridors, including any fire corridors, and to the center lines of party walls. If resulting from the re-measurement the actual square footage of the Leased Premises is greater or less than one hundred three percent (103%) of the square footage of the Leased Premises shown in the final approved plans, the electing party shall forward the results of such re-measurement to the other party in writing promptly upon completion of the re-measurement. If the other party disagrees with such re-measurement, the other party may, within thirty (30) days after its receipt of the electing party's re-measurement, cause the Leased Premises to be measured once again (using the same measuring standards as set forth above) at such other party's expense and deliver to the electing party, prior to expiration of such 30-day period, the results of such re-measurement by the other party. If the other party fails to deliver notice of such re-measurement within such 30-day period, the other party will be deemed to have agreed with the electing party's re-measurement. Conversely, if the other party delivers notice of such re-measurement within such 30-day period and if the results of the second re-measurement are in agreement with the first re-measurement, then such agreement shall be definitive and binding on the parties. However, if the other party delivers notice of such re-measurement within such 30-day period and if the results of the second re-measurement are not in agreement with the first re-measurement, then Landlord and Tenant shall, within thirty (30) days after delivery of the second re-measurement, jointly appoint a licensed architect or engineer to re-measure the Leased Premises. The parties shall share the reasonable cost of such architect or engineer equally. The results of such third re-measurement shall be definitive and binding on the parties. If, as a result of any of the foregoing, the square footage of the Leased Premises is different than the amount set forth in Reference Provision 1.01, all rental and additional rental and amounts based upon the square footage of the Leased Premises shall be proportionately adjusted, and the parties shall, within thirty (30) days after such determination of the revised square footage of the Leased Premises, execute an amendment to this Lease memorializing the determination. Notwithstanding anything herein to the contrary, solely for purposes of calculating Minimum Annual Rental, Operating Expenses Payment, additional rent and any other amounts payable based upon the square footage of the Leased Premises, in no event shall the Leased Premises be deemed to be larger than one hundred three percent (103%) of the square footage of the Leased Premises as set forth in final approved plans. ~~execute an amendment to this Lease memorializing the adjustments~~. If Tenant constructs a mezzanine in the Leased Premises, the square footage of the Leased Premises shall be increased in an amount equal to the square footage of the mezzanine, and all rental, additional rental and amounts based upon the square footage of the Leased Premises shall be proportionately adjusted. The Parties shall execute an amendment to this Lease memorializing the adjustment. A mezzanine shall not be permitted if the Leased Premises are located on an upper level.

(b) The Leased Premises shall include the following rights for the term of the Lease and extensions thereof, subject to restrictions of record, which rights are for the benefit of Tenant, Tenant's subtenants, licensees and concessionaires and their respective customers, invitees, contractors, agents and employees:

(i) The non-exclusive use of (1) all parking spaces located in the parking deck/garage at the Shopping Center and (2) all other parking spaces (including, without limitation, surface parking spaces) located at and/or in the Shopping Center, it being understood and agreed that at all times during the term of this Lease and any extension thereof the ratio of gross leasable area to parking spaces in the parking deck/garage and the rest of the Shopping Center shall be the same as such ratio existing as of the date of this Lease. All parking spaces, may be used without charge and shall be operated on a "first-come, first-serve" self-park basis for Shopping Center occupants, customers, invitees and employees. The parking areas shall remain open to the public at least one (1) hour before Tenant opens for business and one (1) hour after Tenant closes for business with the ability for Tenant's employees to park on a seven (7) day, twenty-four (24) hour-a-day basis and the ability to exit the parking area on a twenty-four hour a day basis, subject to Landlord's rules and regulations. The parking areas shall remain lighted during all hours of darkness that Tenant is open for business and for at least two (2) hours after Tenant closes for business (provided that security lighting shall remain on all night), and the parking deck/garage shall be lighted on a twenty-four (24) hour-a-day basis. In the event that Landlord does not provide valet parking or Tenant's patrons are unable to use the valet parking provided by either Landlord and/or another tenant in the Shopping Center, subject to receipt of any necessary approvals or consents, Tenant may provide valet parking service to its patrons in a location in the Joint Use Area (hereinafter defined) in a mutually agreed upon location and Landlord shall designate Three (3) "To-Go" parking spaces for Tenant's non-exclusive use in the location shown on the Site Plan attached as Exhibit B-3. **The foregoing shall not be construed to restrict Landlord from creating Valet Service in the future.**

(ii) The non-exclusive use of all of the Joint Use Areas in the Shopping Center. Landlord shall provide security in the Joint Use Areas for customers, invitees and employees consistent with shopping center practices for first class regional shopping and entertainment centers in comparable shopping centers in the Natick, Massachusetts area, taking into account the nature and hours of Tenant's business.

(iii) The right to the non-exclusive use of exits, entrances, escalators, promenades, corridors, stairwells and sidewalks providing access to and from the Joint Use Areas and to and from the Leased Premises.

(iv) The right to install, connect, operate, relocate, run, maintain, repair and replace pipes, duct shafts and utility lines through other buildings and premises in the Shopping Center in the locations approved in writing by Landlord; (ii) the locations delineated in Tenant's plans and specifications as approved in writing by Landlord; or (iii) the locations which, in Landlord's reasonable judgment, will not materially and adversely interfere with the business of other tenants in the Shopping Center.

(v) Landlord and Tenant agree to enter into a temporary license agreement covering a mutually agreeable size and location for Tenant's assembly and storage area, which Tenant may use through Tenant's Opening Date and for twenty (20) days thereafter.

(vi) Subject to receipt of all necessary approvals including Landlord's approval not to be unreasonably withheld, Tenant shall have the right to install the maximum building signage, directional signage, with the maximum dimensions as allowed by the COREA and applicable code.

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

(d) The term of this Lease ("Term") shall begin on the Effective Date and end, **unless otherwise extended pursuant to the terms of Reference Provision 1.36 or otherwise,** on the Expiration Date **as defined** in the Reference Provisions.

(e) The Leased Premises shall be used and occupied only for the Permitted Use in the Reference Provisions, and for no other use or purpose whatsoever. Except as otherwise set forth in this Lease, Tenant does not have exclusive rights to sell any particular merchandise or provide any particular services in the Shopping Center.

ARTICLE 2 - Original Construction

(a) Landlord may make minor changes to the Leased Premises during the original construction period, provided that such changes do not materially impact Tenant's construction schedule or increase the cost of Tenant's Work. Landlord may also make changes, reductions and additions without restriction in other areas of the Shopping Center (including all Joint Use Areas and all buildings and other improvements), except as otherwise set forth herein, whether the changes are requested by other tenants or deemed desirable by Landlord. However, in no event shall Landlord be allowed to make any change, alteration or addition to the portion of the Joint Use Areas provided however, that Landlord may, at any time during the Term of this Lease, construct a parking deck in the Protected Area in its sole discretion (the "Protected Area"), more particularly shown on the Site Plan attached as EXHIBIT "~~B~~ **2**", including without limitation, any change, alteration or addition to the methods of ingress and egress, direction of traffic, lighting, curbing, improvements, building heights and stories, the height of landscape which landscaping would affect visibility to the Leased Premises, or the parking, without the express written consent of Tenant, which may be withheld at Tenant's reasonable discretion **(except for changes required by governmental authorities having jurisdiction over the Joint Use Areas), provided however, that Landlord may, at any time during the Term of this Lease, construct a parking deck in the Protected Area in its sole discretion (the "Protected Area"), more particularly shown on the Site Plan.** In the event Landlord elects to construct a parking deck in the Protected Area, Landlord agrees to provide Tenant with ninety (90) days advance written notice and Landlord agrees that it will not perform construction of said parking deck during the months of November or December.

(b) Tenant releases Landlord and Landlord's contractor from any claim for damages against Landlord or Landlord's contractor for any delay in the date on which the Leased Premises shall be ready for delivery to Tenant. Notwithstanding the foregoing, if within ~~24~~**30** months following the {FOR THIS LEASE ONLY AT NATICK} **Acquisition Date** ~~Effective Date~~, the Leased Premises has not been delivered to Tenant by Landlord, this Lease may be terminated by either party by notifying the other in writing, within 30 days thereafter. Tenant releases Landlord and Landlord's contractor from any claim for damages against Landlord or Landlord's contractor for any delay in the date on which the Leased Premises shall be ready for delivery to Tenant.

In the event of such a termination, ~~either~~ **neither** party shall have any further rights or obligations under this Lease, except for Landlord's Reimbursement Obligation specified in Reference Provision 1.42 hereof.

(c) Landlord agrees to perform its construction work ("Landlord's Work") in the Leased Premises substantially in accordance with **Exhibit L-W and** Exhibit C, and Landlord shell plans as reviewed and approved by Tenant, Landlord shell plans as reviewed and approved by Tenant shall prevail and control. **Subject to delays caused solely by Tenant or events of Force Majeure,** Landlord agrees to ~~commence~~ **substantially complete** Landlord's Work within ~~30 days after~~ the later **to occur** of (i) **210 days following the expiration of all site plan approval appeal periods, and (ii) 180 days following Landlord's receipt of its building permit** ~~Landlord's receipt of Final Site Plan Approval from necessary governmental authorities ("Final Site Plan Approval") and receipt of its building permit covering Landlord's Work~~, and ~~(ii)~~ **(iii)** upon waiver by Tenant of all conditions for Tenant's benefit under this Lease, **and (iv) satisfaction or waiver by Landlord of all Conditions to Landlord's Obligations. If Tenant is prevented from beginning construction in the Leased Premises by the Beginning Work Date because of the failure of Landlord to deliver possession of the Leased Premises to Tenant, the Beginning Work Date, the Opening Date and the Rental Commencement Date shall be extended by 1 working day for each working day that Tenant is prevented.**

(d) Approval of the plans and specifications shall not create any responsibility for the approving party for their accuracy, sufficiency or compliance with laws or governmental rules and regulations. Each party shall be solely responsible for their respective plans and specifications. Landlord and Tenant agree not to begin their respective Work until the other party has approved the plans and specifications.

(e) Tenant agrees that it will, at its own cost and expense, but after completion by Landlord of Landlord's Work, **complete** the construction and finish out of a **first class** Dave & Buster's substantially similar to its latest proto-type, Tenant's Work shall be completed per ~~Exhibit C and~~ plans and specifications which will be mutually approved, in writing, by Tenant and Landlord, which approval shall not be unreasonably withheld. Tenant shall provide to Landlord a ~~fully~~ **full** copy of its final plans and specifications ("Tenant's Work"). Tenant's acceptance of the Leased Premises and its construction work shall be performed in accordance with Tenant's plans and specifications which have been approved by Landlord as provided herein ~~and the provisions of Exhibit C hereof~~ which is incorporated herein by reference. **In the event of a discrepancy between the plans, approved or otherwise, and the responsibilities outlined in this Lease, the final Landlord approved plans shall prevail and control. The parties are aware that a staging area will be required in the proximity of the access to the Leased**

Premises and Landlord and Tenant agree that at the time of construction, to mutually agree on the location of a staging area. ~~Tenant shall use the area identified as Staging Area on the Site Plan attached as Exhibit B for Tenant's reasonable construction requirements as construction staging area ("Staging Area").~~

The plans and specifications for the construction of the improvements shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, provided that the improvements shall be of a class, design, exterior appearance and quality which are consistent and compatible with those employed by Landlord in the construction of the Shopping Center which is adjacent to the Leased Premises. Tenant shall prepare and deliver to Landlord the plans and specifications for the construction of the improvements which shall be based on ~~the Prototypical Plans and Specifications~~ Tenant's prototypical plans and specifications. After obtaining such approval, the plans and specifications shall not be changed without the Landlord's approval except for (i) changes required by governmental authorities having jurisdiction over the Leased Premises, and (ii) interior non-structural changes, and (iii) minor, immaterial adjustments occurring during construction, which do not affect the integrity or functionality of the Leased Premises.

Subject to any delays caused by Landlord or force majeure, Tenant shall begin Tenant's Work on the Beginning Work Date specified in the Reference Provisions, proceed with it diligently and complete it in strict accordance with the Landlord approved Tenant final plans and specifications ~~Exhibit C~~. Upon completion of Tenant's Work Tenant shall provide a certificate furnished by or otherwise satisfactory to Landlord from Tenant or Tenant's contractor stating that no asbestos-containing materials or other Hazardous Materials as defined in ARTICLE 15 were used in the construction of the Leased Premises except for those Hazardous Materials customarily used in the construction of commercial buildings used for an Entertainment/Food Use ("Customary Hazardous Materials"), all of which were used in full compliance with all applicable "Environmental Laws" (defined as all laws, regulations, permits, common laws and orders and requirements of governmental authorities which relate to the environment, health, safety and/or natural resources). Tenant shall complete the installation of fixtures, trade fixtures, improvements, equipment, stock and inventory prior to the Opening Date.

The parties agree that Tenant's initial construction work shall be pursuant to Tenant's Landlord approved final plans and specifications and in the event of any future reconstruction and or future renovation of the Leased Premises pursuant to this Lease such work shall be performed in accordance with Exhibit C.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, BUT SUBJECT TO FORCE MAJEURE, TENANT IS REQUIRED TO OPEN FOR BUSINESS TO THE PUBLIC IN THE LEASED PREMISES FOR AT LEAST ONE DAY ON THE OPENING DATE SPECIFIED IN THE REFERENCE PROVISIONS {THE FOLLOWING IS STRICKEN FOR THIS LEASE ONLY AT NATICK WEST} AND CONTINUOUSLY OPERATE ITS BUSINESS AS A FULLY STOCKED AND STAFFED DAVE & BUSTER'S FOR THREE (3) YEARS THEREAFTER ("Operating Covenant").

Subject to any delays caused by Landlord or Force Majeure, if Tenant does not begin Tenant's Work by the 31st day after the Beginning Work Date, Landlord shall have the right to terminate this Lease by notifying Tenant in writing after sixty (60) days' notice and opportunity to cure given by Landlord to Tenant."

ARTICLE 3 - Rental Commencement Date

The rental payments shall begin to accrue on the Rental Commencement Date (as defined in Reference Provision 1.05 hereinafter defined)

The "Rental Commencement Date" shall be the date that is the earlier to occur of (i) the date on which Tenant shall open the Leased Premises for business to the public, or (ii) two hundred ten(210) days after the later of (a) delivery of possession of the Leased Premises to Tenant, or (b) the date on which the Tenant has waived or is satisfied with the contingencies set forth in Reference Provision 1.41.

ARTICLE 4 - Rental

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

(a) MINIMUM ANNUAL RENTAL: The Minimum Annual Rental shall be payable in 12 equal monthly installments in advance, upon the 1st day of each and every month during the periods of time specified in the Reference Provisions. If the Rental Commencement Date is other than the first day of a month, the Net Sales during the first partial month shall be added to the Net Sales of the next month.

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

"Prime Rate" wherever it appears in the Lease means the prime rate (or base rate) reported in the Money Rates column or section of The Wall Street Journal as being the base rate on corporate loans at large U.S. money center commercial banks (whether or not that rate has been charged by any bank). If The Wall Street Journal ceases publication of the prime rate, Prime Rate shall mean the highest rate charged by Chase (or its successor) on short term unsecured loans to its most creditworthy large corporate borrowers. If The Wall Street Journal (i) publishes more than one prime rate or base rate, the higher or highest of the rates shall apply, or (ii) publishes a retraction or correction of that rate, the rate reported in that retraction or correction shall apply.

(b) PERCENTAGE RENTAL: Tenant shall pay Landlord as "Percentage Rental" at the times and in the manner provided below, an amount equal to the Percentage Rate of all Net Sales (defined in ARTICLE 5) in excess of the Annual Sales Base for the ~~calendar year~~ **applicable periods** specified in the Reference Provisions.

Subject to reduction as provided in ARTICLE 2 and ARTICLE 7 of this Lease ~~,~~

Percentage Rental shall be paid by Tenant within ninety (90) days after the end of each **Partial** Lease Year ~~However, if during any month of a~~ **or full** Lease Year, ~~Tenant's Net Sales for that Lease Year exceed the Annual Sales Base, Tenant shall pay Percentage Rental by the twentieth (20th) day of each month after the month in which such Annual Sales Base is exceeded, subject to Tenant's right of reduction and recapture as provided in ARTICLE 2 and ARTICLE 7 of this Lease. Tenant shall pay to Landlord the Percentage Rental applicable to that portion of the Net Sales from the prior month which when added to Net Sales for the total Lease Year to date are in excess of the Annual Sales Base and shall continue to make such payments of Percentage Rental for each month thereafter during the applicable Lease Year, subject to adjustment or recapture as provided in ARTICLE 2 and ARTICLE 7 of this Lease. Within twenty (20) days after the end of each calendar month, Tenant shall provide a statement of Net Sales for such month or period, as the case may be. Within ninety (90) days after the end of each Lease Year, Tenant shall deliver to Landlord a statement signed by a financial officer of Tenant authorized and responsible for such matters~~ **In addition, within ninety (90) days after the end of each Lease Year, Tenant shall deliver to Landlord a statement** setting forth the Net Sales for that Lease Year~~, the amounts recaptured from Percentage Rental and any under payments or over payments of Percentage Rental shall be adjusted and then paid to the entitled party within fifteen (15) days after the statement is delivered~~ **together with the payment of Percentage Rental. If the Term expires or is terminated on a date other than the last day of a Lease Year, then a like statement for the Partial Lease Year in which expiration or termination occurs shall be delivered within 30 days after expiration or termination. In addition, within 45 days after Landlord's request therefor, made no more than two (2) times in any Lease Year or more than one (1) time in any Partial Lease Year, Tenant agrees to deliver to Landlord a statement of the Net Sales for the then prior quarter.**

(c) In addition to Minimum Annual Rental, Tenant shall pay, as additional rental, all sums of money required to be paid pursuant to ARTICLE 4(b) (Percentage Rental), ARTICLE 7 (Taxes), 16 (Environmental Services), 17 (Joint Use Areas and Operating Expenses), and all other sums of money or charges required to be paid by Tenant under this Lease (collectively referred to in this Lease as "additional rental"). All amounts shall be paid to Landlord's Payment Address as shown in Reference Provision L10. If the amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as additional rental with the next installment of Minimum Annual Rental falling due, but nothing in this Lease shall be deemed to suspend or delay the payment of any amount of money or charge at the time it becomes due and payable or to limit any other remedy of Landlord. All amounts of Minimum Annual Rental and additional rental payable in a given month (also collectively referred to in this Lease as "rent" or "rental") shall be deemed to be a single rental obligation, and shall survive the expiration of the Term or the earlier termination of this Lease.

ARTICLE 5 - Definition of Net Sales

(a) The term "Net Sales" as used herein means (but subject to the exclusions set forth below) the total amount charged by Tenant or anyone on Tenant's behalf and sales or rentals of permitted licensees and concessionaires of Tenant in connection with any and all sales of food, beverages, goods, articles and any other merchandise or service to patrons and customers, made or rendered on, in or from the Leased Premises (whether or not through a private club or function), or for offsite catering originating at the Leased Premises, and sales, wherever made, including telephone sales of merchandise stored on the Leased Premises, or merchandise shipped from other locations on order taken in or through the Leased Premises, either personally or by telephone or in writing, or by persons reporting to

the Leased Premises, whether or not such amounts shall be for cash or on credit (including interest, finance charges or insurance payments to be paid by the customer to Tenant because of a charge, credit, or deferred payment sale), whether paid or unpaid, collected or uncollected, including, without limiting the generality of the foregoing but subject to the exclusions set forth below, all proceeds from private parties, catering, all automatic or coin-operated vending, weighing, toy rides, games, and any other machines or devices, including telephones, lottery tickets, or other dispensing or sanitary facilities as shall be permitted in the Leased Premises, whether or not owned or operated by Tenant, except those which are operated for the sole benefit and enjoyment of Tenant's employees. There shall be deducted from Net Sales that part of the sales price of merchandise which is paid for by the trade-in or trade-up of other merchandise of the customer (although the proceeds from the subsequent sale of such trade-in merchandise shall be included in Net Sales hereunder).

(b) The following shall be excluded from "Net Sales":

(i) Sales at a discount to employees of Tenant, subtenants, licensees and concessionaires; sums received as charges for delivery to customers for products sold from the Leased Premises by Tenant or by any subtenant, licensee or concessionaire; sales from vending machines and telephone revenues used solely for employee purposes; revenues retained or charges collected by third parties from public telephones located in the Leased Premises and any revenues or charges associated with so-called "automatic teller machines" ("ATM") or other financial services extended by a financial institution or credit issuer from the Leased Premises to customers;

(ii) All sums representing so-called sales, value added and similar taxes collected directly from customers and paid to governmental agencies, based upon present and future laws of the federal, state or local government and collected by Tenant or by any subtenant, licensee or concessionaire in the operation of its business on the Leased Premises, and any other tax, excise or duty which is levied or assessed against or collected by Tenant or by any subtenant, licensee or concessionaire for and paid to any federal, state, municipal, or local authority based on sales of specific merchandise or services sold on, or the privilege or license to sell or distribute specific merchandise or services from the Leased Premises;

(iii) The transfer of merchandise by Tenant, a subsidiary or affiliate of Tenant or a subtenant, a licensee or a concessionaire from the Leased Premises to another store or a place of business owned or operated by Tenant, or a subsidiary or affiliate of Tenant or by a subtenant, a licensee or a concessionaire made for the convenient operation of Tenant's business shall not constitute a sale, unless such transfer is made for the purpose of avoiding the payment of Percentage Rental hereunder; catalog or similar sales placed off the Leased Premises through an off-the-Leased Premises central receiving station (but not including so-called "take-out" orders) provided catalog sales made directly from the Leased Premises but filled outside the Leased Premises will be excluded;

(iv) Proceeds from the sale of gift certificates or similar vouchers, provided, however, that when redeemed for merchandise at the Leased Premises the retail price of the goods allocable to such redemption shall be included in Net Sales;

(v) Donations or sales at discount of merchandise to non-profit charitable and religious institutions;

(vi) Cash or credit refunds, exchanges and/or redemptions to or with customers on transactions otherwise included in Net Sales;

(vii) Sales of fixtures, machinery, games and equipment or other property after use in Tenant's, a subtenant's, a licensee's or a concessionaire's business;

(viii) Service charges, finance charges, interest and other such charges imposed by credit card companies for their services;

(ix) Proceeds from and gratuities with respect to parking or transportation services, whether or not such services are provided at, to or from the Leased Premises;

(x) Promotional, test or other "free plays" or slugs;

(xi) Revenues from charity or "benefit" events provided at cost to the extent Tenant does not profit therefrom but only to the extent such sales are less than two percent (2%) of Net Sales for each Lease Year;

(xii) The amount of any gratuities given by patrons to employees of Tenant, or employees of any permitted subtenant, contractor, agent, licensee or concessionaire of Tenant;

(xiii) The value of food and beverages for employees for which no billing is presented for payment to the recipients;

(xiv) Rentals and other fees from licenses, concessions, assignments and sublettings, the net sales of which are included in Net Sales; otherwise the actual rental or fees shall be included;

(xv) The amount of bad debts to the extent that a deduction is taken and allowed on Tenant's federal income tax return for the applicable Lease Year not to exceed two percent (2%) of Net Sales for each Lease Year;

(xvi) So-called "cover" or "door" charges, to the extent "dedicated" for professional entertainment but only if such "cover" or "door" charges with respect to any particular event result in no profit to Tenant; if Tenant profits from the receipt of such charges, then the entire amount of such charges with respect to the particular event shall be included in Net Sales or gratuities to entertainers;

(xvii) The cost to Tenant of Tenant's prizes and other gifts and "premiums" awarded or given to patrons at the Leased Premises, either for promotional purposes or as the result of skillful or successful play of Tenant's amusements, may be deducted and offset by Tenant against Net Sales;

(xviii) Parking charges or cover charges to the extent reimbursed or redeemed, in whole or in part, by Tenant; and

Membership fees, dues, sales and other income earned or received in connection with the private membership club created by Tenant to facilitate the sale of alcoholic beverages.

ARTICLE 6 - Records and Audits

Tenant agrees to accurately record all sales in accordance with generally accepted accounting practices (showing all of its sales separately from its other stores), and to maintain sufficient original records which accurately summarize all transactions relating to the Leased Premises (including the sales of any subtenant, licensee or concessionaire). Original records shall include but not be limited to: sales documents, sequentially numbered tapes and readout totals of cash registers or point of sale devices, sales returns and allowance detail, cash receipts, payroll journals, accounts receivable, disbursement journals, bank statements, deposit slips, inventory records, purchase orders, receiving records, sales journals or daily sales reports, orders accepted by means of electronic, telephonic, video, computer or another electronic or other technology based system, state sales and use tax returns (and all documentation used to prepare the returns), and a complete general ledger. Documentation of specific sales exclusions shall also be maintained. Records shall be preserved (properly totaled) by Tenant either (i) at the Leased Premises or (ii) at the home or regional offices of Tenant (provided Landlord shall be notified in writing of the address at which the records are maintained) and made available to Landlord at the Leased Premises or the offices, upon demand, for a period of at least 3 years after the year in which the sales occurred (however, if any audit is begun by Landlord or if there is a dispute regarding Tenant's Net Sales, Tenant's records shall be retained by Tenant until a final resolution of the audit or dispute). The receipt by Landlord of a statement of Net Sales or Percentage Rental shall not constitute an admission of its correctness. Tenant agrees to deliver to Landlord ~~a quarterly statement of each month's sales on or before the 15th day following each quarter, and~~ by March 31st of each year of the Term an annual statement certified by a Certified Public Accountant or by a financial officer, owner or partner of Tenant, of the Net Sales made during the preceding year. If the Term expires or is terminated on a date other than December 31, then a like statement for the partial calendar year in which expiration or termination occurs shall be delivered within 30 days after expiration or termination.

ARTICLE 7 – Taxes

(i) **Property Taxes are defined as** ~~Effective upon the Rental Commencement Date, Tenant shall pay, without deduction or set-off of any kind except as otherwise provided in the Lease, its proportionate share of~~ all real property taxes and assessments which may be levied or assessed against ~~the retail portion of~~ the ~~Shopping Center~~ **the tax parcels currently identified as 24-00001018_ (collectively the "Tax Parcel") as such Tax Parcel numbers shall be modified or amended in the future and as identified on the Tax Parcel Map attached to this Lease as Exhibit T** during the Term by any lawful authority for each calendar year including, without limitation, all Impositions as defined below in this subpart (a)(i) and the cost of any contest, review or negotiation of an assessment by Landlord to the extent of any reduction in Impositions,, as described in (e) below (collectively "Property Taxes").

Property Taxes shall include any form of tax or assessment, or similar imposition ("Impositions") imposed by any governmental authority or political subdivision having jurisdiction, or any school, agricultural, lighting, drainage, management, roadway, water, levee, utility or other improvement or special assessment district, on any interest of Landlord or Tenant in the Leased Premises, the Shopping Center or the underlying realty. The Impositions shall include but not be limited to: (aa) any partial or total substitute impositions for real property taxes; (bb) any impositions imposed upon owners of real estate (including any water and sewer tax assessment) rather than upon persons generally, as well as any tax which may become a lien on the land, buildings or other improvements in the Shopping Center, or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Leased Premises; (cc) any Impositions upon this Lease or any document to which Tenant is a party creating or transferring an interest or an estate in the Leased Premises, and (dd) any impositions for offsite property or facilities that provide an easement required to be maintained for the benefit of or that serves the Shopping Center.

(ii) Tenant's proportionate share of Property Taxes shall be a fraction, the numerator of which shall be the number of square feet of floor area in the Leased Premises and the denominator of which shall be the total number of square feet of gross leasable floor area of all buildings located on in the main mall building(s) (as determined by

Landlord in its sole discretion; hereafter "Main Mall Building ~~(s)"~~) of the Tax Parcel ~~(s)~~ which are occupied or producing rent, including the Leased Premises, determined as of August 1 of each year (exclusive of the building areas utilized for non-retail exhibits; recreational purposes, including, without limitation, ice rinks; space operated for a not-for-profit purpose, including, without limitation, museums; collectively, the "Excluded Areas"]).

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

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

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

(e) {FOR THIS LEASE ONLY AT NATICK WEST} Notwithstanding anything herein to the contrary, effective upon the Rental Commencement Date, and continuing until the expiration of the first Lease Year and Partial Lease Year stated in Reference Provision 1.23, Tenant shall pay, without deduction or set-off of any kind (except as otherwise expressly set forth herein), the Property Taxes Payment specified in Reference Provision 1.23. Thereafter and through the expiration of the Term and any Option Term duly exercised by Tenant, Tenant shall pay its proportionate share of Property Taxes pursuant to this Article 7 of the Lease.

~~Section 7.01 Creation of Separate Tax Parcel. Landlord and Tenant will cooperate with each other in seeking to have the Leased Premises separately assessed, and Landlord will join with Tenant in any application that is reasonably necessary for Tenant to make to the taxing authorities to have the Leased Premises separately assessed. If the Leased Premises is separately assessed, then Landlord shall pay or cause to be paid all Property Taxes (hereinafter defined) applicable to the Leased Premises payable with respect to any period before the Rental Commencement Date, and in respect to any period partially within and partially outside the Term, a pro rata share of the Property Taxes applicable to the Leased Premises allocable to the portion of such period occurring outside the Term.~~

~~Tenant shall pay or cause to be paid all Property Taxes applicable to the Leased Premises payable with respect to all periods from and after the Rental Commencement Date, and in respect to any period partially within and partially outside the Term, a pro rata share of the Property Taxes applicable to the Leased Premises allocable to the portion of such period occurring within the Term. Each party shall deliver to the other a copy or copies of a receipted tax bill or bills showing payment of the Property Taxes that such party is required to pay and discharge under the provisions of this Article 7 within 30 days after the other party shall have requested the same, or within 30 days after the last day upon which such tax is due and payable without penalty, whichever is later. If Tenant, in good faith, shall desire to contest the validity or amount of any Property Taxes to be paid by Tenant, and shall notify Landlord of Tenant's intention to contest the same, Tenant shall not (unless applicable law shall require payment as a condition precedent to the contest or to stay enforcement of collection proceedings for such contested Property Taxes) be required to~~

~~pay, discharge or remove any lien for such Property Taxes so long as Tenant shall, in good faith, at Tenant's own expense, diligently contest the same or the validity thereof by appropriate proceedings. Such delay by Tenant in paying the same until final determination of such disputed matter shall not be deemed a default in the conditions of this Lease, provided Tenant shall at all times effectually stay or prevent an official or judicial sale of the Leased Premises for such non-payment under execution or otherwise, and pay any final judgment enforcing the Property Taxes so contested, and thereafter promptly furnish Landlord evidence of satisfaction of such judgment.~~

~~If the separate tax parcel for the Leased Premises does not include sufficient parking for the Leased Premises to self-park by code, then Tenant shall also pay to Landlord Tenant's proportionate share of Property Taxes associated to the parking on the Shopping Center, to the extent such taxes are not in included in Operating Expenses.~~

~~e) Payment of Separately Assessed Taxes~~

~~(i) Payments by Landlord. If the Leased Premises are separately assessed, Landlord shall pay or cause to be paid all Property Taxes applicable to the Leased Premises payable with respect to any period before the Rental Commencement Date, and in respect to any period partially within and partially outside the Term, a pro rata share of the Property Taxes applicable to the Leased Premises allocable to the portion of such period occurring outside the Term.~~

~~(ii) Payments by Tenant. If the Leased Premises are separately assessed, Tenant shall pay or cause to be paid all Property Taxes minus the Tax Base applicable to the Leased Premises payable with respect to all periods from and after the Rental Commencement Date, and in respect to any period partially within and partially outside the Term, a pro rata share of the Property Taxes minus the Tax Base applicable to the Leased Premises allocable to the portion of such period occurring within the Term.~~

~~(iii) Evidence of Payment. Each party shall deliver to the other a copy or copies of a receipted tax bill or bills showing payment of the Impositions that such party is required to pay and discharge under the provisions of this Section ARTICLE 7.02 within 30 days after the other party shall have requested the same, or within 30 days after the last day upon which such tax is due and payable without penalty, whichever is later.~~

~~(iv) Contesting Separately Assessed Taxes. If the Leased Premises are separately assessed, and if Tenant, in good faith, shall desire to contest the validity or amount of any Impositions to be paid by Tenant, and shall notify Landlord of Tenant's intention to contest the same, Tenant shall not (unless applicable law shall require payment as a condition precedent to the contest or to stay enforcement of collection proceedings for such contested Impositions) be required to pay, discharge or remove any lien for such Impositions so long as Tenant shall, in good faith, at Tenant's own expense, diligently contest the same or the validity thereof by appropriate proceedings. Such delay by Tenant in paying the same until final determination of such disputed matter shall not be deemed a default in the conditions of this Lease, provided Tenant shall at all times effectually stay or prevent an official or judicial sale of the Leased Premises for such non-payment under execution or otherwise, and pay any final judgment enforcing the Property Taxes so contested, and thereafter promptly furnish Landlord evidence of satisfaction of such judgment.~~

ARTICLE 8 - Subordination and Attornment

(a) Tenant's rights shall be subordinate to the interest of any ground lessor and to the lien of any mortgage or deed of trust in force or later placed against the Shopping Center, upon any building placed later upon the Shopping Center and to all advances made upon the security thereof, provided that, the ground lessor or the mortgagee or beneficiary named in the mortgage or trust deed and subject to appropriate provisions for non-disturbance to the extent that Tenant is not in default under the Lease, **and** Tenant agrees to attorn to Lender or any purchaser at a sale by foreclosure or power of sale. **Tenant agrees to confirm the subordination and attornment provisions of this ARTICLE 8 by executing a subordination, non-disturbance and attornment agreement in the form of the Approved SNDA attached hereto as Exhibit S and deliver four (4) Tenant executed originals of the Approved SNDA to Landlord contemporaneously with Tenant's execution and delivery of this Lease.** Any mortgagee or beneficiary of Landlord may, at its option, subordinate its mortgage or trust deed to this Lease.

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

ARTICLE 9 - Additional Construction

Landlord also reserves the right at any time to construct other buildings, structures or improvements including, but not limited to, surface, elevated or double-deck parking facilities and to erect temporary scaffolds and other aids to construction, except within the Protected Area.

ARTICLE 10 - Condition of Leased Premises

Tenant's taking possession of the Leased Premises shall be conclusive evidence of Tenant's acceptance of the Leased Premises in good order and satisfactory condition and "as-is", including patent and latent defects of which Landlord is not notified within one (1) year from the Beginning Work Date **(i.e. Tenant shall have a period of one (1) year from the Beginning Work Date to notify the Landlord of any deficiencies or defects in the Leased Premises). Subject to Article 15(e)below,** Tenant agrees that no representations about the condition of the Leased Premises, nor promises to decorate, alter, repair or improve the Leased Premises have been made by Landlord or its agents to Tenant. Tenant also agrees that no representations have been made to Tenant that any other tenants will lease space in the Shopping Center nor have any promises been made that Tenant has the exclusive right to sell any merchandise, goods or services, except as otherwise set forth herein. Tenant hereby waives any implied warranties, including but not limited to fitness, suitability and habitability.

ARTICLE 11 - Repairs and Maintenance

(a) Landlord shall be responsible for structural repairs to the Leased Premises, as well as all building structural components **(both interior** and **exterior) and** maintenance of the exterior walls (excluding Tenant's exterior façade and signage), roof, and roof membrane. Landlord shall not be liable to Tenant for any damage to merchandise, trade fixtures or personal property of Tenant in the Leased Premises, including without limitation damage by water leakage, seepage, water discharge from a sprinkler system or water damage caused by leakage from other occupants. Beginning on the ~~Commencement~~ **date that Tenant takes possession of the Leased Premises**, Tenant shall be liable for the repairs, replacements and maintenance of the Leased Premises, except those for which Landlord is responsible under this ARTICLE 11. Tenant shall keep the Leased Premises in good order and repair, clean, sanitary and safe and shall notify Landlord, in writing, prior to beginning any repair affecting the Joint Use Areas or the exterior of the Leased Premises (excluding Tenant's trade dress, façade treatments, or exterior painting which shall be Tenant's obligation). The notice shall specify the repair work to be performed. Tenant's repairs, replacements and maintenance obligations shall include, but not be limited to, its heating and cooling equipment; other equipment; fixtures; improvements; floor covering; plumbing and sewage facilities, **and fire suppression systems, exterior façade of the Leased Premises** which are not Landlord's obligation; walls; ceilings; and plate glass. Tenant shall be solely responsible for maintenance and repair costs related to the Leased Premises. Landlord agrees to assign any construction warranties for any of Landlord's Work which is required by Tenant to be maintained hereunder. Tenant agrees to keep the interior of the Leased Premises in a clean and sightly appearance. If Tenant refuses or neglects to make repairs or maintain the Leased Premises, in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant thirty (30) days prior written notice, to make the repairs or perform the maintenance on behalf of Tenant. Tenant shall reimburse Landlord within thirty (30) days receipt of a bill and copies of the appropriate invoices marked paid. Tenant agrees to maintain the interior and storefront of the Leased Premises in a first class condition throughout the term of the Lease. Landlord has no obligation to do work which Landlord is not expressly required to perform under this Lease or which, under this Lease, Tenant is required to perform. The performance of that work by Landlord shall not constitute a waiver of Tenant's default.

(b) At Landlord's sole cost and expense, Landlord shall keep or cause to be kept in good order, repair and condition, and to replace if so required, throughout the Term the following: (i) the foundations of the Leased Premises (ii) the structural components of the Leased Premises, (i) the exterior of the Shopping Center; (ii) the signage of the Shopping Center **(specifically excluding Tenant's building signage and trade dress which shall be Tenant's obligation)**; (iii) the roof of the Leased Premises (inclusive of the roof membrane in a watertight condition); (iv) the floor slab of the Leased Premises; (v) the exterior walls of the Leased Premises; (vi) exposed and unexposed utility lines, within or without the Leased Premises not exclusively serving the Leased Premises; **and** (vii) plumbing, electrical, water, sewerage and other utility lines serving the Leased Premises and located outside of the Leased Premises and the plumbing, electrical, water, sewerage and other utility lines within the Leased Premises that do not exclusively serve the Leased Premises.~~; and (x) any patent or latent defects discovered in the Leased Premises.~~ The provisions of this ~~Section~~ **ARTICLE 8** shall not apply in the case of damage or destruction by fire or other casualty or by eminent domain, in which event the obligations of Landlord shall be controlled by ARTICLES 18 and 27 of this Lease. ~~Landlord shall, at its sole cost and expense, insure that~~ **~~the rooftop units only of the~~** ~~all heating, ventilating, and air conditioning equipment serving the Leased Premises (the "HVAC Equipment") is in good operating order and condition on the Commencement~~ **~~date Tenant takes possession of the Leased Premises, for a period of one (1) year thereafter,~~** ~~and~~

Tenant shall ~~thereafter~~ fully maintain and repair the HVAC ~~Equipment~~ and all other heating, and air conditioning equipment serving the Leased Premises ~~(other than~~ including replacing filters ~~which shall be Tenant's responsibility) for a period of one (1) year following the Commencement Date~~. Landlord hereby assigns to Tenant (to the extent assignable) all warranties, if any, received by Landlord from contractors, subcontractors, suppliers, manufacturers, and for material for construction of that portion of the Leased Premises which is the Landlord's Work but which will be Tenant's maintenance responsibility; alternatively, Landlord shall allow Tenant to enforce such warranties, if any, in Landlord's name at no cost or liability to Landlord.

(c) Notwithstanding the foregoing, if any utility service to the Leased Premises is interrupted or discontinued as a result of Landlord's (or its employees', agents' or contractors') gross negligence or willful misconduct (an "Interruption Condition"), and (i) solely as a result thereof Tenant is unable to conduct Tenant's Permitted Use in all of the Leased Premises and Tenant actually ceases to use all or a material portion of the Leased Premises, (ii) Tenant provides written notice of such Interruption Condition to Landlord, and (iii) such Interruption Condition continues unremedied for more than seventy-two (72) consecutive hours after the date that Landlord shall have received written notice of such Interruption Condition from Tenant, then, as Tenant's sole remedy hereunder, the Minimum Annual Rental shall be abated (fully in the event Tenant ceases to use all of the Leased Premises or proportionately based on the square footage of the material portion of the Leased Premises which is unusable based on the Interruption Condition) commencing on the first day after such seventy-two (72) hour period until the earlier of the date that (A) Landlord notifies Tenant that the Interruption Condition is remedied (and such is, in fact, the case), or (B) Tenant is again able to use substantially all material portions of Leased Premises.

ARTICLE 12 – Alterations

(a) Tenant shall not make any structural, or exterior, major interior or mechanical alterations to the Leased Premises without obtaining the written consent of Landlord. Tenant shall not interfere with any work in the Shopping Center, as long as such work does not cause the closing, interruption or impairment of Tenant's normal conduct of business. All alterations, additions, improvements and Tenant's Work (other than Tenant's fixtures, furniture equipment, trade fixtures, marks, signs and any items identifiable with Tenant by color, mark or otherwise, shall become, upon expiration of the Term, or the earlier termination of this Lease, the property of Landlord without any payment by Landlord. All such work by Tenant shall be made under the supervision of a competent architect or competent licensed structural engineer and shall be in accordance with plans and specifications approved in writing by Landlord before the start of the work. Landlord's approval of Tenant's plans and specifications shall not create a responsibility or liability of Landlord for their accuracy, sufficiency or compliance with laws or governmental rules and regulations. The work shall be in accordance with necessary governmental approvals and permits. Tenant shall obtain approvals and permits at its sole expense. The work shall be done in a good and workmanlike manner and diligently prosecuted to completion subject to force majeure. Tenant will perform any future renovation work within the Leased Premises in accordance with Exhibit C.

(b) Landlord agrees that Tenant may, at its own expense and upon prior written notice to Landlord, make non-structural, non-mechanical interior alterations and additions to the Leased Premises; provided (i) the value of the Leased Premises is not decreased, and (ii) that no alteration or addition costing in excess of $250,000.00 ~~75,000.00~~ in the aggregate in any calendar year may be made without Landlord's prior written approval, which shall not be unreasonably withheld or delayed. Tenant shall not make any alterations or additions to the storefront, exterior or roof of the Leased Premises without the prior approval of Landlord. Tenant shall not construct a mezzanine in the Leased Premises nor increase the size of an any existing mezzanine without the prior written approval of Landlord. In no event shall Tenant, even in the construction of a permitted alteration or addition hereunder, make any penetration through the roof of the Leased Premises without the prior approval of Landlord in writing. Tenant shall be liable for all damages resulting from a violation of this ARTICLE 12. All alterations and additions which require Landlord's approval according to this ARTICLE 12 shall be conducted under the supervision of a competent architect, store designer or licensed structural engineer pursuant to plans and specifications approved prior to construction by Landlord. All work done in making any alterations or additions shall conform to the construction standards of this Lease and its Exhibits. Upon the completion of any addition or alteration, Tenant shall file in the office of the County Recorder of the county in which the Shopping Center is located, a Notice of Completion as may be required by law. Upon the expiration of the term of this Lease or its

earlier termination, all additions and alterations shall be considered improvements and shall be surrendered with the Leased Premises. Tenant shall not impede access to the premises of any other tenant in the Shopping Center during construction of alterations or additions.

ARTICLE 13 - Fixtures and Personal Property

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

ARTICLE 14 - Liens

Tenant shall not permit a lien or claim **arising out of work done by or at the direction of Tenant** to attach to the Leased Premises and shall promptly cause the lien or claim to be released. If Tenant contests the lien or claim, Tenant shall indemnify Landlord and, if requested, deposit with Landlord a cash or surety bond in a form and with a company reasonably satisfactory to Landlord in an amount equal to 125% of the amount of the contested lien or claim. If Tenant shall fail to cause a lien to be discharged or bonded, within 20 days after being notified of the filing of the lien, in addition to any other right or remedy, Landlord may discharge the lien by paying the amount claimed to be due. The amount paid by Landlord, together with interest at the Interest Rate and all costs and expenses, including reasonable attorneys' fees incurred by Landlord, shall be due and payable by Tenant to Landlord as additional rental on the 1st day of the next following month. Tenant shall promptly give Landlord written notice of the recording of a lien against the Leased Premises or the Shopping Center arising out of work done by or at the direction of Tenant.

ARTICLE 15 - Laws and Ordinances

(a) **Subject to ARTICLE 15(g) below** Tenant shall comply with all laws, ordinances, codes, orders and regulations affecting the use, occupancy, cleanliness, and operation of the Leased Premises, which are in force now or later. Tenant shall comply with the regulations, requirements and recommendations of any insurance underwriter, inspection bureau or similar agency. Tenant shall ~~use reasonable efforts to~~ notify Landlord if Tenant has received notice of, or has knowledge of any condition or occurrence that might result in liability to Landlord. However, failure to notify will not be an event of default. Tenant shall give Landlord, upon Landlord's request, information regarding the environmental condition of the Leased Premises caused by Tenant so Landlord can determine if Landlord must comply with any rule, regulation, order, act, law or statute pertaining to the environmental condition of the Leased Premises or the Shopping Center, and for Landlord to accurately complete a form or otherwise provide information required under any rule, regulation, order, act, law or statute. Tenant shall permit Landlord to comply with those recommendations and requirements to the extent compliance does not unreasonably interfere with Tenant's use of the Leased Premises. In addition, Tenant agrees to comply, to the extent that the same may be applicable to the leased premises, with the standards and requirements of the Williams-Steiger Act (PL91-596), known as the "Occupational Safety and Health Act of 1970," notwithstanding the fact that Tenant may otherwise be exempted from the provisions of said Act.

(b) Tenant shall not: (i) permit an immoral practice in the Leased Premises (Tenant ~~Operating~~ **operating** for the Permitted Use shall not be considered "immoral"); (ii) use or allow the Leased Premises to be used or occupied in a manner that might invalidate or make inoperative an insurance policy carried on the Leased Premises or on property, buildings or improvements in the Shopping Center; (iii) keep, use or authorize in the Leased Premises inflammable fluids or explosives without the prior written permission of Landlord, or engage in hazardous activities; (iv) use the Leased Premises for a purpose which might create a nuisance; (v) deface or injure the Leased Premises or any portion of the Shopping Center; (vi) overload the floors; (vii) commit or suffer waste; (viii) install electrical equipment that overloads lines; or (ix) conduct any sampling, testing, or drilling to locate any Hazardous Material without Landlord's prior written approval, which approval shall not be unreasonably withheld. To the extent caused by Tenant failing to operate for the Permitted Use, Tenant shall, upon demand, reimburse Landlord for

extra premiums caused by Tenant's use or occupancy of the Leased Premises, whether or not Landlord has consented to the use and occupancy.

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

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

(e) Landlord shall deliver to Tenant, no later than ten (10) business days prior to Tenant's execution of this Lease, all Asbestos reports in the possession or control of Landlord regarding the Leased Premises~~, or any part of the Shopping Center, which relates to Hazardous Materials, the environment, health, safety and/or natural resources~~ ("Environmental Reports"), except that Landlord is not required to deliver any Environmental Reports which relate solely to asbestos never in, on, under or from the Leased Premises. Landlord represents that to the best of its knowledge: (i) there is no action, proceeding, claim, litigation, investigation, or information request pending or threatened regarding the Leased Premises or any part of the Shopping Center with respect to Hazardous Materials; (ii) there has been no release, spill or disposal of any Hazardous Materials, and there are no underground storage tanks in, on or under the Leased Premises; and (iii) no Hazardous Materials exist in the Joint Use Areas in violation of Environmental Laws; and in the event Landlord becomes aware of any such events or conditions during the Lease Term or any extended term, Landlord shall promptly notify Tenant of such in writing. Landlord and Tenant agree

that, in the performance of their respective work in the Leased Premises, they shall not use or install, or permit their contractors or subcontractors to use or install, Hazardous Materials except Hazardous Materials all of which shall be used and installed in full compliance with all applicable Environmental Laws. Should either party discover, during the Term hereof, or any extended term, materials in the Leased Premises which it suspects are Hazardous Materials not in full compliance with Environmental Laws, then that party shall notify the other. Landlord will then retain an environmental consultant to test for the presence of the suspected non-compliant Hazardous Material. If the presence of such a Hazardous Material is confirmed, Landlord will undertake such measures as it deems reasonably appropriate and necessary under the circumstances, or as may be required by Environmental Laws, to encapsulate, abate or remove and dispose of the Hazardous Material in compliance with applicable Environmental Laws. If such Hazardous Material was originally installed by Tenant, or its contractor or subcontractors, Tenant shall be liable for all costs of inspection, consultation, encapsulation, abatement, removal and/or disposal. If such Hazardous Material was originally installed by Landlord, its contractor or subcontractors, a third party other than Tenant, or its contractor or subcontractors, then Landlord will be liable for such costs (and, if Tenant is required to close the Leased Premises for business, or its business is materially impaired, due to such Hazardous Material or due to the encapsulation, abatement or removal work, Tenant will be entitled to an abatement of all rental and charges for any periods of closure or material impairment.) If such Hazardous Material was originally installed by Tenant and Tenant is required to close the Leased Premises for business during the period the encapsulation, abatement or removal work is performed, Tenant will not be entitled to any rental and charges abatement related thereto. Tenant will promptly reopen for business after the abatement or removal work has been completed. In the event any Hazardous Materials exist in the soil, sediments, water or groundwater in, on, under or from the Leased Premises in violation of Environmental ~~Law~~ **Laws** which were not caused or authorized by Tenant ("Center Hazardous Materials"), Landlord shall, at no cost to Tenant, remediate the Center Hazardous Materials to comply with all applicable Environmental Laws. If any Center Hazardous Materials, or the remediation of such, causes Tenant to close the Leased Premises for business, or materially impairs Tenant's business on the Leased Premises, Tenant shall be entitled to an abatement of all rental and charges for any periods of closure or material impairment. Notwithstanding anything herein to the contrary, Landlord shall remove and dispose of any Hazardous Material in the Leased Premises in compliance with applicable Environmental Laws prior to delivering possession thereof to Tenant.

(f) In the event any Hazardous Materials exist in, on, under, or from the Joint Use Areas in violation of Environmental Law which were not caused or authorized by Tenant ("Joint Use Areas Hazardous Materials"), Landlord shall not make any claim or bring any cause of action against Tenant related thereto.

(g) Notwithstanding anything herein to the contrary, in the event Tenant is required to make any structural repair or replacement ("Major Repair") in order to comply with any applicable law or regulation (including, the ADA), then, Landlord, at Landlord's cost and expense (but subject to reimbursement as set forth below) shall be responsible for same. Landlord shall deliver to Tenant a notice specifying (i) the cost incurred by Landlord to pay for same, (ii) the useful life of the item constructed by Landlord, which shall be based on GAAP, (iii) the monthly amount required to be paid by Tenant to reimburse Landlord for the cost of such item (the "Monthly Payment") which Monthly Payment shall including interest on the unpaid balance due at the prime rate of interest charged by the Bank of America or its success, and shall be paid monthly at the same time as when Monthly Base Rent is due from Tenant to Landlord, until the expiration of this Lease and shall be based on the cost of such item amortized on a straight-line basis over the useful life of such item. Promptly after receipt of such notice and Landlord's construction of such Major Repair, Tenant shall commence paying the Monthly Payment. Notwithstanding the foregoing, in the event Tenant makes Monthly Payments pursuant to the terms of this ARTICLE, and subsequent to the commencement of Tenant making such Monthly Payments, Tenant validly exercises an option to renew pursuant to Section 1.36 of the Reference Provisions, then, immediately after Tenant validly exercises such option, Tenant shall no longer be required to make Monthly Payments in connection with the particular Major Repair for which Tenant was making such Monthly Payments, and Tenant shall, within thirty (30) days after the date on which Tenant has validly exercised such option to extend, pay to Landlord the remaining amount paid by Landlord for such Major Repair.

ARTICLE 16 – Environmental Services

(a) Landlord shall provide the utilities in the type and quantities shown on the Dave & Buster's Utility Requirements schedule attached to this Lease to within 5 feet of the building site, as shown on the Landlord's shell plans as reviewed and approved by Tenant. Tenant shall pay for all utilities used in the Leased Premises during the Term. Landlord ~~Tenant~~ shall~~, if required by Landlord or applicable code,~~ provide and pay for ~~its own~~ **Tenant's** meters for ~~heat, air conditioning,~~ water, gas, electricity **(which at Landlord's option shall be submetered)** and all other utilities, and shall pay all water and sewage **hook-up and Tenant shall pay for all usage** charges (and all other charges for utilities used in the Leased Premises), rentals and taxes imposed by governmental authority or otherwise.

(b) Tenant, at Tenant's expense, shall maintain the heating, ventilation and air conditioning equipment which exclusively serve or are within the Leased Premises, provided, however, Landlord shall assign to Tenant any warranties Landlord has in connection therewith to Tenant, to the extent the same are assignable. Tenant shall upon request by Landlord supply Landlord with evidence satisfactory to Landlord that Tenant is fulfilling Tenant's obligations under ARTICLE 16 of the Lease to maintain the heating, ventilation and air conditioning equipment within the Leased Premises.

(c) Intentionally Omitted.

(d) Tenant agrees that garbage and refuse shall be kept in an adequate container so as not to be visible to the public, within the Leased Premises, for deposit in Tenant's trash container procured and maintained by Tenant at Tenant's cost and in the location designated on Tenant's final plans as reviewed and approved by Landlord. Tenant shall store soiled or dirty linen in approved fire rating organization metal containers with self-closing fusible link covers.

(e) During the Term, ~~Landlord~~ **Tenant** shall keep in good order and repair and shall maintain the sprinkler system in the Leased Premises, including checking, testing and servicing thereof, and shall make any necessary repairs to or replacements of such sprinkler system ~~except that~~ **and** Tenant shall pay any and all charges billed by Landlord in connection with all repairs and replacements thereto necessitated by any acts, omissions to act or negligence of Tenant or Tenant's agents, employees and contractors. All modifications to such sprinkler system that Tenant may desire shall be performed as provided in the Exhibits. Should the utility company furnishing water to the Shopping Center levy, assess or impose upon Landlord a sprinkler system backup charge, then Tenant shall pay to Landlord its proportionate share thereof, which shall be in an amount equal to the product obtained by multiplying said charge by a fraction, the numerator of which shall be the gross leasable area of the Leased Premises and the denominator of which shall be the gross leasable area in the Shopping Center served by such sprinkler system determined as of the date such charge is billed to Tenant; and shall be paid by Tenant within 10 days after billing by Landlord.

ARTICLE 17 - Joint Use Areas and Operating Expenses

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

(b) Landlord shall, subject to events beyond its reasonable control, maintain or cause to be maintained the Joint Use Areas in good order and repair. The Joint Use Areas and other facilities in and about the Shopping Center shall at all times be subject to the control and management of Landlord and other parties that Landlord may designate. Other than with respect to the Protected Area, Landlord shall have the right, **subject to ARTICLE 2 (A) above** at any time to redesignate, modify, alter, close, restrict, expand, reduce and change all of the Joint Use Areas. Landlord shall also have the right to permit entertainment events, the placement of kiosks, carts, advertising and other displays in the Joint Use Areas, and to convert the Joint Use Areas into retail areas. The activities and uses may be temporary or permanent.

(c) Operating Expenses shall consist of all expenditures relating to operating, managing, equipping, policing, protecting, lighting, repairing, cleaning, replacing and maintaining the Joint Use Areas in the same or improved condition as when originally installed, including any rental and lease payments paid for machinery and equipment used in the maintenance of the Joint Use Areas and the personnel costs to implement those services, compliance with statutes, laws, codes, rules and regulations, even if applicable after the Effective Date; maintaining parking spaces for employees, customers and other parties; music; maintenance of the roof; removal of snow, ice, rubbish, dirt and debris; garbage collection service; planting, replanting and replacing flowers and landscaping; costs and expenses of utilities including, but not limited to, maintaining lighting facilities and storm drainage and detention systems (whether on or off the Shopping Center); sewage treatment plant; domestic water wells, pumps, and similar facilities and equipment; heating and cooling the enclosed portion of the Shopping Center; pest extermination; the alarm service charge if a supervised fire sprinkler alarm system is installed; premiums for liability, property, damage, fire and rental interruption insurance (if carried by Landlord); the cost of the personnel reasonably required

to implement all of the foregoing, including the policing of the Joint Use Areas and the directing of traffic and parking of automobiles on the parking area; insurance aggregate allocations and losses borne by Landlord as a result of deductibles or self-insured retention limits carried by Landlord under an insurance policy or self insurance by Landlord; costs of adjusting an insured casualty; wages; unemployment, social security and personal property taxes; all other expenditures made for the use or benefit of the Joint Use Areas; direct or indirect costs of advertising, marketing and promotion of the Shopping Center as set forth in Article 37, including the cost of marketing and customer service personnel; and maintenance of the sprinkler grid in tenant spaces of the Shopping Center.

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

ARTICLE 18 - Damage to Leased Premises

(a) If the Leased Premises are damaged, destroyed or rendered partially untenantable by fire or other insured casualty, Landlord shall promptly repair and restore the Leased Premises ~~in accordance with Landlord's Work~~ (excluding wall covering, carpeting and draperies). From the date of the fire or casualty until the Leased Premises are repaired and restored, Minimum Annual Rental and additional rental, except for Tenant's share of taxes due under ARTICLE 7 and any additional rental due under ARTICLE 17, shall abate in the proportion that the part of the Leased Premises destroyed or rendered untenantable bears to the total Leased Premises. As long as Landlord has maintained the insurance required to be maintained hereunder, Landlord shall not be required to repair or restore the Leased Premises or any part of the Shopping Center as the result of an uninsured casualty. If 50% or more of ~~either~~ the Leased Premises ~~or the Shopping Center~~ is destroyed or rendered untenantable by fire or other casualty during the last 3 years of the Term (based upon the replacement cost compared with the market value of the improvements immediately prior to the fire or other casualty as shown by the certificate of Landlord's architect), either party shall have the right to terminate this Lease. In the event Landlord exercises the foregoing right to terminate the Lease, Tenant shall have a period of sixty (60) days from receipt of such termination notice in which to exercise its next renewal option, in which event, upon such exercise by Tenant, Landlord's termination notice shall be nullified and this Lease shall remain in full force and effect. The termination shall be effective on the date of casualty by Landlord or Tenant giving the other, within 90 days after the casualty, written notice of termination. If the notice is given within the 90 day period, this Lease shall terminate and Minimum Annual Rental and additional rental shall abate from the date of the casualty. Landlord shall promptly repay Tenant any rental paid in advance which had not been earned at the date of the casualty. If the notice is not given and Landlord is required or elects to repair or rebuild the Leased Premises, Tenant shall repair and replace its merchandise, signs, goods, trade fixtures, **leasehold improvements, inventory**, furnishings, equipment, furniture and other personal property to a condition at least equal to its condition prior to its damage or destruction and, if Tenant has closed, Tenant shall reopen for business on or before the one hundred fiftieth (150th) day after Landlord delivers the Leased Premises to Tenant.

(b) Except as set forth below, Landlord agrees that in the event of the damage or destruction of the Leased Premises, the Dave and& Buster's signage or any portion of the Shopping Center, the Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises, the Dave & Buster's signage and the portion of the Shopping Center as shown on the Site Plan (excluding all work comprising Tenant's Work and any other improvements made thereto by Tenant) to substantially the condition in which the same were immediately prior to such damage or destruction and Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if (i) the time to repair, restore, replace or rebuild is reasonably estimated by Landlord to exceed one (1) year from the date of such damage or destruction, (Landlord shall give Tenant notice of such fact as soon as practicable but no later than one-hundred twenty (120) days after the damage or destruction); or (ii) if Landlord does not complete such repairs, restoration, replacement or rebuilding in accordance with the terms of this Lease within five-hundred forty (540) days of such damage or destruction (although, if Landlord is proceeding with all due diligence, reasonable extensions shall be granted for delays caused by Force Majeure up to an additional ninety (90) days), then, Tenant may cancel and terminate this Lease effective on the thirtieth (30th) day after Tenant delivers written notice of termination to Landlord. Said notice of termination shall not be effective if Landlord within said thirty (30) day period shall complete and comply as aforesaid. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising. In all other cases, Landlord shall proceed to repair, restore, replace or rebuild within the required time and neither Landlord or Tenant shall be entitled to terminate this Lease.

(c) Notwithstanding anything to the contrary contained in this ARTICLE 18, if at the time of the occurrence of a fire or other casualty, neither Tenant nor any permitted assignee or subtenant is open for business in the Leased Premises (excepting temporary store closings for remodeling, alterations, restoration work or on account of Force Majeure or due to Tenant's subletting of the Leased Premises or assignment of its interest in this Lease pursuant to an executed agreement), Landlord may deliver to Tenant a notice in writing ("Landlord's Casualty Notice") stating that Landlord shall not restore the Leased Premises unless Tenant, its permitted assignee or subtenant, agrees to reopen a fully fixtured, staffed and stocked store for business in the Leased Premises following completion of such restoration. Landlord shall not be obligated to restore the Leased Premises in accordance with the provisions of this Article unless Tenant, on or before the expiration of thirty (30) days following receipt of the Landlord's Casualty Notice notifies Landlord in writing that Tenant or its permitted subtenant or assignee intends to reopen for business following completion of such restoration. In the event Tenant or its permitted subtenant or assignee does not elect to reopen for business, this Lease shall terminate as of the date of the Landlord's Casualty Notice and the parties shall be released from all liabilities and obligations under this Lease.

(d) In the event the Leased Premises or the Shopping Center have been destroyed or damaged and the Lease has not been canceled and Landlord has repaired, restored and/or rebuilt the Leased Premises and the Shopping Center as above provided, Tenant shall not be required to accept delivery or possession of the Leased Premises and re-commence paying rent until either Tenant opens for business (i.e., Grand Re-Opening) or all of the following shall have occurred:

(i) Tenant shall have received written notice from Landlord advising Tenant of the contemplated date of completion for the Leased Premises, and authorizing Tenant to enter the Leased Premises, for the purpose of restoration or rebuilding of the Tenant's Work and any other improvements made thereto by Tenant and installing its trade fixtures and equipment and storing merchandise, and Tenant shall recommence paying rent on the earlier to occur of (A) two hundred forty (240) days after receipt of said notice to do such work provided the condition of the Leased Premises will then reasonably allow Tenant to commence such work, or (B) the date Tenant first recommences business to the public at the Leased Premises (excluding any so-called "soft opening period" of up to ten (10) days);

(ii) The Leased Premises, all improvements in Tenant's Protected Area and the Dave & Buster's signage shall have been completed as nearly as practicable to the condition existing immediately prior to such destruction or damage or as reconfigured as permitted above and in compliance with all laws, ordinances, regulations and requirements of governmental authorities having jurisdiction thereof, subject to any limited redesign consented to by Tenant; and

(iii) A certificate of occupancy or an equivalent use permit, and all other requisite permits, if any, have been issued by the appropriate legal authorities issuing same, and Landlord shall have delivered to Tenant certified or photostatic copies of same.

(e) If such damage or destruction is less than that which would otherwise permit Landlord to terminate this Lease and occurs during the last three (3) years of the ~~terms~~ initial term of this Lease (or any option term, as the case may be) and if at the time of such damage or destruction Tenant shall have the right to extend or further extend the term of this Lease, as provided in ARTICLE 3 hereof, then Tenant may elect to exercise such right within twenty (20) days after receiving notice of termination from Landlord pursuant to this ~~Article~~ARTICLE , and in such case, Landlord's notice of termination shall be void and of no effect and Landlord shall repair and restore the Leased Premises and the enclosed mall and the parking areas and their respective appurtenances and signage required by this ~~Article~~ARTICLE.

ARTICLE 19 - Insurance

(a) Landlord agrees to carry, or cause to be carried, Workers' Compensation Insurance in statutory amounts, Employer's Liability Insurance in the amount of $500,000 and Commercial General Liability Insurance on the Joint Use Areas, providing coverage of not less than $5,000,000.00 Combined Single Limit for Bodily Injury, including Death and Property Damage Liability arising out of any 1 occurrence. Landlord also agrees to carry, or cause to be carried, All Risk Insurance insuring the improvements located on Landlord's property in the Shopping Center, including the Leased Premises and its appurtenances (excluding Tenant's improvements, Tenant's merchandise, signs, goods, trade fixtures, wall and floor covering, furnishings, equipment, furniture and other personal property) for the full replacement value. Landlord shall have the right to carry or cause to be carried additional types of insurance in whatever limits Landlord chooses. Tenant understands and acknowledges that Landlord may have a blanket insurance policy which may be allocated by Landlord among the properties owned or managed by Landlord as Landlord, in Landlord's reasonable opinion, deems appropriate.

(b) Tenant agrees to carry Workers' Compensation in statutory amounts, Employer's Liability in the following amounts: $100,000 each accident, $100,000 per person for disease and $500,000 policy limit for disease. Tenant shall name Landlord, the parent, subsidiaries, affiliates of Landlord and, if required under any recorded document affecting the Shopping Center, ~~Landlord, or~~ any owner or occupant in or adjoining the Shopping Center that is required to be named as Additional Insured pursuant to such recorded document, shall be named as Additional ~~Insured~~ Insureds on Tenant's Commercial General Liability Insurance. Tenant's Commercial General Liability Insurance shall be with companies licensed to do business in the state in which the Shopping Center is located for limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for Personal Injury including

Bodily Injury and Death or Property Damage Liability and shall contain a Contractual Liability endorsement (these limits shall be increased to $2,000,000 per occurrence and $5,000,000-aggregate for Personal Injury including Bodily Injury and Death or Property Damage Liability if the Shopping Center is located in California or New York). Tenant shall also carry All Risk Insurance and, at Landlord's option as long as Landlord is also carrying such coverage, coverage for earthquake and flood, including sprinkler leakage coverage for the full replacement value of Tenant's goods and merchandise, trade fixtures, furniture, signs, decorations, furnishings, Tenant's Work, wall covering, floor covering, draperies, inventory, leasehold improvements, equipment and other personal property on or in the Leased Premises. Replacement value shall mean the cost of replacement without deduction for depreciation. Tenant also agrees to carry business automobile liability insurance covering owned, non-owned and leased vehicles for limits not less than $1,000,000 per occurrence. Tenant agrees to carry business interruption insurance; provided, however, as long as Tenant is operating a Dave & Buster's facility, Tenant is not required to carry business interruption insurance unless Tenant carries such insurance for its other locations. If there is in Landlord's reasonable judgment a need for additional or different types of insurance, Tenant shall obtain upon Landlord's request the insurance at Tenant's sole expense. Tenant shall give Landlord copies of Certificates of Insurance or other evidence of insurance acceptable to Landlord showing that the insurance carried by Tenant is in full force and effect.

(c) In the event Tenant shall sell and/or dispense alcoholic beverages from the Leased Premises, Tenant shall obtain and maintain, at all times during the Term hereof, Liquor Legal Liability or "Dram Shop" Insurance with policy limits of $3,000,000.00 per occurrence or such minimum limits as Landlord may reasonably designate from time to time, naming Landlord and such additional parties as Landlord may designate as additional insureds, as an endorsement to its ~~Comprehensive~~ Commercial General Liability policy. Tenant shall provide Landlord with evidence of same prior to selling or serving alcoholic beverages at or from the Leased Premises, and shall maintain current certificates on file with Landlord at all times during the term hereof. In the event Tenant fails to obtain or to continue such coverage, Tenant shall immediately discontinue selling and serving alcoholic beverages from the Leased Premises.

(d) Tenant shall maintain the plate glass in and on the Leased Premises but shall have the option either to insure the risk or self-insure for the glass.

(e) If the Leased Premises, its contents or the Shopping Center is damaged or destroyed by fire or other insured casualty, the rights, if any, of either party and their respective insurers against the other (and of Tenant and its insurers against Landlord, its parents, partners, subsidiaries and affiliates) for the damage or destruction, are waived. Landlord and Tenant shall obtain an appropriate clause in or an endorsement to and made a part of its insurance policies, under which the respective insurance companies waive subrogation or permit the insured, prior to any loss, to agree with a 3rd party to waive any claim it might have against the 3rd party. The provisions of this paragraph shall have no effect if a waiver of subrogation is not available from the insurers of either Tenant or Landlord, or if Landlord in its sole discretion permits Tenant to self-insure (provided that as a requirement of the self-insurance Tenant holds Landlord harmless from any liability with respect to loss or damage which would have been covered by insurance).

(f)

Tenant's policies shall be issued by insurance companies qualified to do business in the state where the Shopping Center is located and holding a Best's Insurance Rating of A:VII or better. Evidence of insurance must be on file with Landlord before Tenant receives the Leased Premises and must be kept current at all times. Tenant's policies shall contain a provision that the coverage shall be primary and non-contributing with respect to any policy carried by Landlord, and that any policy carried by Landlord shall be excess insurance. All Tenant's policies shall contain cross-liability endorsements and name Landlord, Landlord's mortgagees, beneficiaries and additional individuals and entities which Landlord may from time to time designate, as "Additional Insureds." All policies shall contain a provision that the applicable insurance company shall give Landlord and Landlord's mortgagee 10 days written notice in advance of any cancellation, lapse, reduction in the amount of coverage or any other adverse change to the insurance.

(g) Any or all such primary and umbrella insurance may be carried under a blanket policy covering the Leased Premises. In addition, Tenant shall have the right to self-insure, with respect to property damage only (not personal liability or dram shop coverage) so long as Tenant or any guarantor of Tenant has a net worth of not less than fifty million dollars ($50,000,000) determined in accordance with generally accepted accounting principles.

ARTICLE 20 - Indemnification

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

obligation shall become effective beginning on the date Tenant is delivered the Leased Premises. Tenant's indemnification obligation shall survive the expiration of the Term or the earlier termination of this Lease.

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

ARTICLE 21 - Assignment, Subletting and Ownership

(a) Subject to the right of recapture in favor of Landlord as provided in ~~Section~~ **ARTICLE** 21(c) below, and except for a Permitted Transfer (as later defined), which may occur at any time and from time to time, after the later of (i) Tenant completing Tenant's Work, and (ii) the second (2nd) anniversary of the ~~Commencement~~ **Effective** Date (collectively, the "Free Transfer Date"), Tenant shall have the right from time to time and at any time to Transfer (as later defined) this Lease or any interest herein or Tenant's improvements or any portion thereof in its sole discretion and without obtaining the consent of Landlord to any user who will use the **Leased** Premises for an Entertainment/Food Use, **provided such Food Use of such Transferee does not violate any then existing exclusive rights granted to other tenants in the Shopping Center and of which Tenant has received written notice prior to the date of such Transfer**. Prior to the Free Transfer Date, except for a Permitted Transfer or a Transfer to a transferee who will use the **Leased** Premises for an Entertainment/Food Use, Tenant may not Transfer this Lease, or sublease, license or grant a concession for more than thirty percent (30%) of the floor area of the **Leased** Premises without the prior written consent of Landlord, not to be unreasonably withheld, conditioned or delayed. Except as provided in ~~Section~~ **ARTICLE** 21(d) below, no transfer, assignment or subletting shall relieve Tenant of its liability for, and Tenant shall remain fully and primarily liable for, the full performance of all of the terms, agreements, covenants and conditions of this Lease. For purposes of this ARTICLE 21 and the Lease, each of the following shall be deemed a transfer, assignment, or sublease of this Lease and/or of the **Leased** Premises (referred to herein as a "Transfer"): (i) any assignment of the Lease or estate therein; (ii) any sublease of all or any portion of ~~Tenant's Improvements~~ **the Leased Premises**; (iii) any merger, consolidation or other reorganization of Tenant; (iv) any mortgage or encumbrance granted against this Lease or estate therein; (v) any change in control of Tenant, if Tenant is a privately owned corporation, partnership, limited liability company, trust or other entity; or (vi) the grant of any right, whether voluntary or involuntary, by operation of law or otherwise, to any party other than Tenant to use or occupy the **Leased** Premises ~~and/or Tenant's building~~ or any portion thereof.

(b) A Permitted Transfer shall mean that Tenant shall be permitted without Landlord's consent to effect freely a Transfer of its interest in the Lease or use of the **Leased** Premises or Tenant's personalty in connection with any of the following: (i) any Transfer to a Tenant Affiliate **(as defined below)**; (ii) any Transfer to any corporation, partnership, trust, joint venture or other entity, provided that Tenant (or any other entity to which Tenant could effect a Transfer without Landlord's consent) continues to exclusively operate and manage the **Leased** Premises; (iii) any entity which assumes Tenant's obligations under this Lease and either (A) merges or consolidates with Tenant (or is the surviving entity from any merger or consolidation affecting Tenant) or (B) acquires a substantial portion of the assets or ~~capital stock partnership~~ **equity** interests of Tenant, or (C) purchases ten (10) or more of Tenant's locations; (iv) any Transfer to an entity which is generally recognized as a first-class Entertainment/Food Use operator (such as Disney's Game Works or ESPN Zone) (or an affiliate of any such entity); (v) any Transfer in connection with any merger, consolidation or reorganization of Tenant in which Tenant is the surviving entity; (vi) any Transfer to any other corporation or entity so long as such corporation or entity merges or consolidates with Tenant, acquires a substantial portion of the assets or ~~stock partnership~~ **equity** interests of Tenant and operates the **Leased** Premises for the use which is then permitted under the terms of this Lease; or (vii) any licensee or a concessionaire, licensing the operations referred to in Section 1.03 **of the Reference Provisions** or granting concessions giving other parties the right to conduct such operations so long as such licensees and/or concessionaires do not occupy more than thirty percent (30%) of the **Leased** Premises and do not have separate entrances and are generally integrated into the operation of Tenant such that it appears to the general public that the **Leased** Premises is being operated by a sole owner. Each assignee shall expressly assume in writing the obligations of Tenant under this Lease, which agreement shall directly obligate such assignee to Landlord for the performance of such obligations. Each sublease of all or a portion of ~~Tenant's Improvements~~ **the Leased Premises** shall provide that such sublease is subject to the terms and conditions of this Lease. **As used herein, "Tenant Affiliate" shall mean any entity which, directly or indirectly, controls or is controlled by or is under common control with Tenant.**

(c) Except in connection with either (i) a Permitted Transfer or (ii) a sublease in which both (A) such subtenant shall sublease less than fifty percent (50%) of the **Leased** Premises and (B) Tenant shall continue operating in the remaining portion of ~~its building~~ **the Leased Premises**, if Tenant shall desire to enter into any Transfer, Tenant shall deliver written notice thereof to Landlord. If available, Tenant shall include a copy of a letter of intent, the name and business experience of the proposed assignee or subtenant, financial statements of the proposed assignee or subtenant, the rent and other material terms of the proposed Transfer, or the terms on which Tenant proposes to make the **Leased** Premises available for such Transfer. Within ninety (90) days after receipt of such notice and information, Landlord shall ~~have the right to deliver written notice to Tenant of Landlord's election to~~ **either approve the Transfer, reasonably disapprove the Transfer or** recapture **the Leased Premises (the "Assignment Recapture")** and terminate this Lease. **If Landlord elects to effectuate an Assignment Recapture then Landlord shall notify Tenant of same (an "Assignment Recapture Notice"), and as part of the Assignment Recapture Notice Landlord shall notify** Tenant ~~shall have~~ **if Landlord would have approved or reasonably disapproved the proposed Transfer had Landlord not delivered the Assignment Recapture Notice. If Landlord delivers the Assignment Recapture Notice then Tenant may negate the Assignment Recapture Notice by notifying the Landlord that it elects to rescind its request for such Transfer within** fifteen (15) business days after ~~Landlord's notice to negate the recapture, but~~ **Tenant's receipt of the Assignment Recapture Notice, and** in such case the Transfer in question may not proceed. ~~without Landlord's prior consent. If Landlord's recapture is not negated by Tenant,~~ **Notwithstanding the foregoing, in no event shall Tenant have the right to negate an Assignment Recapture Notice more than one (1) time in any two (2) year period. If an Assignment Recapture Notice is not negated by Tenant, or if Tenant does not have the right to negate an Assignment Recapture Notice,** this Lease shall terminate on the date set forth ~~on Landlord's written notice of recapture to Tenant~~ **in the Assignment Recapture Notice**, which date shall occur no ~~later~~ **earlier** than sixty (60) days after **Tenant's receipt of the Assignment Recapture Notice** ~~the date of Landlord's written notice of recapture to Tenant~~ **and no later than one hundred eighty (180) days after Tenant's receipt of the Assignment Recapture Notice.** If Tenant does not receive ~~such written notice of termination from Landlord~~ **Landlord's approval or disapproval of the Transfer or an Assignment Recapture Notice** within the ninety (90) day recapture period granted to Landlord, then Landlord shall be deemed to have elected not to terminate this Lease pursuant to this ARTICLE 21 with respect to such proposed Transfer **and to have approved the proposed Transfer**, provided that any subsequent Transfer shall remain subject to the terms and conditions of this ARTICLE 21. **In the event Landlord delivers an Assignment Recapture Notice and if Tenant does not negate same or if Tenant does not have the right to negate same, then, as a condition to an Assignment Recapture, and only if the effective date of the Assignment Recapture occurs after the fifth (5th) anniversary of the Rental Commencement Date, then Landlord shall pay to Tenant, within sixty (60) days of the effective date of the Assignment Recapture, an amount equal to fifty percent (50%) of Tenant's unamortized costs of Tenant's Work (less cost of any improvements constructed or purchased with the Construction Allowance), as shown on Tenant's books and records amortized on a straight line basis over the original Term of this Lease and determined as of the effective date of the Assignment Recapture.**

(d) Landlord's consent to a Transfer shall not constitute a waiver of Landlord's right to consent to a subsequent Transfer. The receipt of rental or additional rental from any party other than Tenant shall not be deemed to be a consent to a Transfer, nor shall that receipt relieve Tenant of its obligation to pay rental or additional rental for the Term. Each Transfer to which Landlord has consented shall be in writing, in a form reasonably satisfactory to Landlord and to Tenant and shall be executed by the transferor and transferee. The transferee shall agree, in writing, to assume, be bound by and perform the covenants and conditions of this Lease. Tenant shall deliver to Landlord a statement within 30 days after the end of each calendar year in which such a Transfer has occurred, and within 30 days after the expiration or earlier termination of the Term, specifying each Transfer in effect during the period covered by the statement, as well as: (i) the date of the Transfer document's execution and delivery; (ii) the square footage of the rentable area demised and the term; and (iii) a computation in reasonable detail showing the amounts, if any, paid and payable by Tenant to Landlord for the Transfer pursuant to this subsection. Tenant shall not be released from liability or relieved of its obligations, unless Landlord expressly agrees otherwise in writing, except for a Transfer to a transferee which, after the Transfer, has a net worth of $100,000,000, in which case Tenant shall be fully released from liability. If the Minimum Annual Rental, Percentage Rental, additional rental or other

payment to be paid to Tenant as rent for the use of the **Leased** Premises in connection with a Transfer exceeds the rental and additional rental Tenant is required to pay Landlord under this Lease, then Tenant shall pay to Landlord after (A) first recovering all transaction costs, and (B) then recovering the unamortized cost of Tenant's leasehold improvements and the cost of Tenant's furniture, fixture and equipment in the **Leased** Premises, seventy-five percent (75%) of the amount of the excess, from and as such excess is received, anticipated to be received on a monthly basis, without prior demand, which shall be deemed additional rental. Tenant agrees to pay Landlord $400 to reimburse Landlord for attorneys' fees and administrative expense for the review, processing or preparation of any document in connection with a Transfer, whether or not Landlord's consent to the Transfer is required or obtained.

(e) All of the other obligations and conditions shall remain unamended.

(f) Notwithstanding anything to the contrary contained in this Lease, in the event Tenant subdivides the Leased Premises, the Leased Premises may not be divided into more than 2 spaces, and each subdivided space shall have its own storefront facing the main parking field serving such subdivided space.

ARTICLE 22 - Access to Leased Premises

Tenant agrees that Landlord, its agents, employees, servants or any person authorized by Landlord, may enter the Leased Premises to: (a) inspect its condition; (b) make repairs, additions or improvements to any part of the Shopping Center, including the Leased Premises; (c) exhibit the Leased Premises to prospective purchasers of the Shopping Center; (d) place notices during the last 60 days of the Term in the Leased Premises at such places as may be reasonably determined by Landlord; (e) perform construction on or near the Leased Premises in a manner so as not to unreasonably interrupt or unreasonably interfere with Tenant's operations; and (f) post notices of non-responsibility.

ARTICLE 23 - Default by Tenant

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

(i) The failure to pay when due an installment of rental, or any other payment required to be made in whole or in part, if the failure shall continue for 10 days after written notice to Tenant of such default; and/or (ii) ~~The~~ failure to observe or perform any other provision of this Lease, if the failure continues for 30 days after written notice to Tenant; if the default cannot reasonably be cured within 30 days, Tenant shall not be in default if Tenant begins to cure the default within 30 days and diligently cures the default; and/or

(iii) The making by Tenant of a general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless a petition filed against Tenant is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease if possession is not restored to Tenant within 30 days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises, or of Tenant's interest in this Lease, if the seizure is not discharged within 30 days.

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

(i) The worth at the time of the award of any unpaid rental which has been earned at the time of termination; and

(ii) At Landlord's election, other amounts permitted by applicable law.

(c) In the event of any default by Tenant, Landlord shall be required to take reasonable steps to mitigate its damages and to relet the Leased Premises (provided Landlord shall not be liable for failure to mitigate if Landlord acts in good faith and that Landlord may relet the Leased Premises in whole or in part).

(d) Anything contained herein to the contrary notwithstanding provided there is a bona fide dispute or Tenant disputes any amount which is due in good faith and pays the amount which is not in dispute, Tenant may cure any default at any time prior to final adjudication by a court of competent jurisdiction by paying Landlord all actual (but not consequential) damages sustained by Landlord up to the date of such cure. Tenant may further exercise this right of cure only once during the primary term of this Lease. To the extent Landlord is granted any right to accelerate any amount, sum or charge due hereunder, whether Minimum Annual Rental or otherwise, and whether such right may be implied hereunder, conferred by law, statute or otherwise, now or hereafter, Landlord hereby irrevocably waives and releases such right of acceleration. In no event may Landlord accelerate any of the ~~Rent~~ **rental** due under this Lease.

(e) If Landlord shall breach, or fail to perform or observe, any agreement or condition in this Lease contained on Landlord's part to be performed or observed, and if Landlord shall not cure such breach or failure within forty-five (45) days after notice from Tenant specifying such breach or failure (or, if such breach or failure shall reasonably take more than forty-five (45) days to cure, and Landlord shall not have commenced the same within the forty-five (45) days and diligently prosecuted the same to completion), Tenant may, at Tenant's option without waiving any claim for damages for breach of agreement, at any time thereafter cure such breach for the account of Landlord and any reasonable amount paid by Tenant in so doing shall be deemed paid for the account of Landlord and Landlord agrees to reimburse Tenant therefor, provided that Tenant may cure any such breach or failure as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such breach or failure prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. Any amounts not reimbursed by Landlord within thirty (30) days of Tenant's written demand therefor may be applied by Tenant as a credit against Tenant's next payment(s) of Minimum Annual Rental (but only up to fifty percent (50%) of the Minimum Annual Rental until after Tenant obtains a final non appealable judgment, in which case one hundred percent (100%) of the Minimum Annual Rental may be deducted).

(f) The word "rental" shall mean the Minimum Annual Rental and all other sums required to be paid by Tenant under this Lease. The word "award" means a judgment issued or rendered in favor of Landlord in a proceeding or action to recover damages from Tenant. The phrase "at the time of the award" means the date of entry of such a judgment. All sums, other than Minimum Annual Rental, shall be computed based on the average monthly amount accruing during the 24 month period preceding the default. However, if it becomes necessary to compute the rental before the 24 month period has occurred, the rental shall be computed on the basis of the average monthly amount accruing during that shorter period. As used in ~~paragraphs~~ ARTICLE 23(b) (i) ~~and (ii)~~ above, the "worth at the time of the award" is computed by allowing interest at the Interest Rate. As used in paragraph (iii) above, the "worth at the time of the award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of Chicago, at the time of award, plus 1%. In order to determine the amounts payable under ARTICLE 23, Percentage Rental shall be included as additional rental and determined based on the average annual Net Sales for the 36 months (or, if Tenant has been operating in the Leased Premises less than 36 months, on the average Net Sales for the 12 month period) preceding the termination of Tenant's right to possession of the Leased Premises.

(g) Landlord shall also have the right if Tenant defaults under the Lease to reenter the Leased Premises and remove all persons and property from the Leased Premises. The property may be stored at Tenant's cost. Landlord shall not be liable to Tenant for loss or damage resulting from an entry by Landlord. Tenant shall pay as additional rental, upon demand, expenses incurred or paid by Landlord because of Landlord's entry. If two (2) or more or any combination of individuals, corporations, partnerships or other business associations ("Individuals") sign this Lease as Tenant or guarantee this Lease as Guarantors, the liability of each individual group to pay rental and perform the obligations under this Lease shall be joint and several. The failure or refusal by Landlord to proceed against all the (or any combination of the) Individuals comprising Tenant or against Tenant or against one (1) or more of the Guarantors shall not be a release or waiver of rights which Landlord may possess against the others, nor shall the granting by Landlord of a release of or execution of a covenant not to sue any one (1) or more of the (or any combination of the) Individuals comprising the Tenant or the Guarantors be a release or waiver in whole or in part of rights which Landlord may possess against the others. If either party institutes legal suit or action for enforcement of an obligation, Landlord may determine the venue. Landlord shall not be in default unless and until Landlord shall have failed to perform its obligations under this Lease for 30 days (or within such additional time as is reasonably required) after written notice to Landlord properly specifying Landlord's failure to perform the obligations. Landlord shall not be in default until and unless a court of competent jurisdiction has determined that Landlord is in default.

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

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

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

ARTICLE 24 - Surrender of Leased Premises

Tenant shall, upon expiration of the Term, or the earlier termination of this Lease, surrender to Landlord, without damage, injury, disturbance or payment, the Leased Premises including, without limitation, all alterations, improvements and additions by either party to, in, upon or about the Leased Premises, ~~;~~ **and** Tenant shall not have the right to remove Tenant's **removable trade** fixtures, furniture, equipment, marks and any items identifiable with Tenant by color, mark or otherwise, trade fixtures, signs and other personal property. Tenant, at its sole expense, shall immediately repair damage to the Leased Premises caused by Tenant vacating the Leased Premises or by Tenant's removal of trade fixtures, signs and other personal property. Tenant shall comply with all laws and governmental regulations applicable to the removal and repair of the property. Tenant shall not create a disturbance or health problem for customers, agents, invitees or other parties in the Shopping Center as result of the removal or repair. Any property not removed within thirty (30) days of the expiration or earlier termination of the Lease may be deemed by Landlord to be abandoned by Tenant and may be retained by Landlord. Tenant's obligation to observe and perform the provisions of this ARTICLE 24 shall survive the expiration of the Term or earlier termination of this Lease.

ARTICLE 25 - Tenant's Conduct of Business

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

(b) Except for Tenant's obligation to open for business to the public pursuant to this Lease for at least one (1) day as a fully stocked and fully staffed Dave & Buster's and continuing operating its business for at least three (3) years thereafter **"Operating Covenant".**, ~~and Tenant shall not be obligated to open, operate or keep open any business of any kind or nature whatsoever at the Leased Premises~~. For purposes of this ARTICLE **25** ~~6~~, Tenant shall not have Gone Dark if Tenant temporarily ceases operations at the Leased Premises because of, as the case may be, casualty, condemnation, Force Majeure, permitted remodeling and/or renovation and/or alteration, "inventory taking" (not to exceed two (2) days per year). At any time while Tenant has Gone Dark pursuant to the provisions of this ARTICLE **25** ~~6~~, Tenant shall nevertheless be obligated to perform all of its obligations hereunder and pay all Minimum Annual Rental due hereunder.

(c) If Tenant ~~intends to Go Dark,~~ **elects to close to the public for business in the Leased Premises following the expiration of its Operating Covenant ("Go Dark"),** Tenant may do so by giving one (1) month prior written notice ("Go Dark Notice") of Tenant's intent to Go Dark. The written notice shall project a date on or about which Tenant intends to Go Dark. ~~Landlord shall keep such information confidential.~~ The date on which Tenant Goes Dark shall be the "Going Dark Effective Date". If Tenant gives Landlord a Go Dark Notice, Landlord may elect to terminate and cancel this Lease ("Recapture") by giving Tenant notice of recapture (the "Recapture Notice") ~~within sixty (60) days~~ **at any time** after the Go Dark Notice **but prior to the date on which Tenant (or any permitted assignee or sublessee) shall have reopened for business in the Leased Premises (provided however, that no such party shall be obligated to reopen for business)**, and recapture the Leased Premises within thirty (30) days after the date of Landlord's **Recapture** Notice. However, Landlord's election to Recapture ~~at any time~~ may be rendered null and void if Tenant, within ten (10) days of receipt of the Recapture Notice, notifies Landlord that **either (a)** Tenant is negotiating in good faith to assign or sublet the Leased Premises and within one hundred fifty (150) days thereafter Tenant effects the assignment or subletting~~.~~ **and such assignee or subtenant opens within such one hundred fifty (150) day period, or (b) Tenant intends to reopen for business in the Leased Premises and Tenant so reopens within ninety (90) days thereafter. Notwithstanding the foregoing, in no event shall Tenant have the right to negate a Recapture Notice more than one (1) time in any two (2) year period. Except as hereinafter provided to the contrary in this ARTICLE 25(c),** Landlord's right of termination hereunder is Landlord's sole remedy in the event Tenant elects to Go Dark provided that Tenant has paid and continues to pay all Minimum Annual Rental, additional rental and other charges due under the Lease during the period that Tenant has Gone Dark. In the event Landlord elects to recapture the Lease and as a condition to recapture, Landlord shall pay to Tenant, within ten (10) days of the effective date of Recapture, an amount equal to ~~fifty (50%) percent of~~ Tenant's unamortized ~~improvement~~ costs **of Tenant's Work** (less cost of any improvements constructed or purchased with the Construction Allowance), as shown on Tenant's books and records amortized on a straight line basis over the ~~Main~~ **original** Term of this Lease and determined as

of the effective date of Recapture. This payment obligation is expressly intended to survive termination of this Lease.

ARTICLE 26 - Rules and Regulations

Tenant shall require its employees, agents and contractors to comply with the rules and regulations made by Landlord from time to time regarding the operation of the Shopping Center or the Leased Premises which rules must be non-discriminatory amount tenants, to not interfere with Tenant's business, operation or use of the Leased Premises, do not increase Tenant's costs in connection with the Leased Premises, and are communicated to Tenant in writing, including, but not limited to, the following:

(a) Including, but not limited to, radio and television aerial and equipment, nothing except as provided herein, shall be erected or placed on the roof or exterior walls of the Leased Premises without the written consent of Landlord. If Landlord's consent is not received, anything erected or placed on the roof (except as provided herein) may be removed, without notice, and any damage to the walls or roof shall be the responsibility of Tenant. Tenant's access to the roof is limited to the maintenance of equipment installed with Landlord's approval and inspections for damage. Tenant shall not go on the roof without the written approval of Landlord.

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

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

(d) ~~Tenant shall keep its display windows and signs illuminated every day of the Term during the hours designated by Landlord.~~ **Intentionally omitted.**

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

(f) Tenant and its employees shall not park motor vehicles in parts of the parking area which may be designated for customer parking. Tenant shall furnish Landlord the state automobile license numbers assigned to the vehicles of Tenant's employees within 5 days after request by Landlord. ~~Tenant shall notify Landlord of changes to the numbers within 5 days after the changes occur.~~ If Tenant or Tenant's employees continue to park in the customer parking areas, after notice is given to Tenant by Landlord, Landlord may, in addition to any other remedies Landlord may have, attach violation stickers or notices to the vehicles and have the vehicles removed at Tenant's employee's expense. **Tenant shall cause its employees to park in the Employee Parking Area identified on Exhibit B-3 attached hereto.**

(g) Tenant shall, **as reasonably necessary,** use **a** ~~the~~ pest extermination contractor, **certified or licensed, as applicable in the State of Massachusetts** ~~that Landlord may choose, and when Landlord requires Tenant to do so~~. Tenant shall not keep or permit any animals in the Leased Premises, unless expressly allowed by in this Lease, or service animals ~~unless~~ used by disabled persons.

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

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

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

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

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

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

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

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

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

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

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

(vi) panhandle, beg or solicit funds; nor

(vii) solicit business.

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

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

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

Landlord shall have all remedies provided in this Lease for the breach of any of the provisions of ARTICLE 26. Landlord shall have the right to grant reasonable variances of the rules and regulations, and shall not be required to enforce the rules and regulations, all on a uniform and non-discriminatory manner.

ARTICLE 27 - Eminent Domain

(a) If the entire Leased Premises is appropriated or taken under eminent domain by any public or quasi-public authority, this Lease shall terminate on the date of the taking. Landlord and Tenant shall be released from liability accruing after that date. If more than 20% of the square footage of floor area (including a mezzanine, if any) of the Leased Premises is taken under eminent domain by any public or quasi-public authority, or if because of the appropriation or taking, regardless of the amount taken, the remainder of the Leased Premises is not usable for the purposes specified in Reference Provision 1.03, Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate a portion of the Leased Premises which has been taken, by giving notice to the other in writing within 60 days after the date of the taking. Landlord and Tenant shall be released from liability accruing after that date.

(b) If this Lease is terminated, rental, additional rental and other charges for the last month of Tenant's occupancy shall be prorated, and Landlord shall refund to Tenant rental, additional rental or other charges paid in advance.

(c) If Landlord and Tenant elect not to terminate this Lease, Tenant shall remain in the portion of the Leased Premises which has not been appropriated or taken. Landlord agrees, at Landlord's cost and expense, to restore the remaining portion of the Leased Premises to the quality and character that existed prior to the appropriation or taking as soon as reasonably possible. The Minimum Annual Rental shall be adjusted, on an equitable basis, taking into account the relative value of the portion taken compared to the portion remaining. A voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be an appropriation or taking under eminent domain. Tenant shall not have a claim against Landlord because of a taking.

(d) In the event of a taking in respect of which Tenant or Landlord shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, promptly shall restore the remaining portions of the Leased Premises and any and all other improvements made theretofore, the remaining portions of the Shopping Center necessary to Tenant's business operations (given any redesign necessitated by the remaining untaken portion of the Shopping Center). Minimum Annual Rental Percentage Rental, additional rent and any other charges payable by Tenant hereunder, shall be suspended or abated until the completion of such restoration according to the nature and extent of the injury to the Leased Premises and other portions of the Shopping Center and to Tenant's business, and thereafter (*i.e.*, following restoration) the Minimum Annual Rental, Percentage Rental, additional ~~rent~~rental, and any other charges shall be proportionately reduced based upon the square footage of the Leased Premises remaining after said taking.

ARTICLE 28 - Attorneys' Fees

If either party hereto be made or becomes a party to any litigation commenced by or against the other party involving the enforcement of any of the rights and remedies of such party, or arising on account of the default of the other party in the performance of such party's obligations hereunder, then the prevailing party in any such litigation, or the party becoming involved in such litigation because of a claim against such other party, as the case may be, shall receive from the other party all litigation expenses and reasonable attorneys' fees incurred by such party at trial and on appeal in connection with such litigation.

ARTICLE 29 - Sale of Leased Premises by Landlord

(a) In the event of the sale or exchange of the Leased Premises or the Shopping Center and the assignment of this Lease, Landlord shall be relieved of all liability for the covenants and obligations in or derived from this Lease arising after the date of assignment, or arising out of any act, occurrence or omission relating to the Leased Premises or this Lease arising after the date of the assignment. The covenants, representations and obligations of Landlord shall be binding on Landlord only during the period that Landlord has an ownership interest in the Shopping Center.

(b) Landlord shall promptly notify Tenant in writing of any change in the ownership of the Leased Premises or the Shopping Center, giving the name and address of the new owner and instructions regarding the payment of rent. In the event of any change in or transfer of title of Landlord in and to the Leased Premises or any part thereof, whether voluntary or involuntary, or by act of Landlord or by operation of law, Tenant shall be under no obligation to pay rent or other charges to any successor landlord until Tenant shall have been notified in writing of such change in title, together with a direction from Landlord to make payments to the successor landlord. If during the term hereof Landlord's interest in this Lease shall be acquired by more than one person, firm, corporation, or other entity, whether by conveyance, operation of law or otherwise, Landlord shall by notice to Tenant signed by all of the then lessors hereunder appoint one (1) such lessor to whom rent and all charges hereunder may be paid by Tenant and upon whom all notices which Tenant may give hereunder may be served. Until such appointment shall be made, Tenant shall be authorized from time to time to select any one of such lessors and to pay all rent and all charges coming due hereunder to, and serve all notices upon, the lessor so selected until such time as such appointment shall have been made as aforesaid. The service of any notice upon and the payment of any rent or other charges to the appointed or selected lessor as herein provided shall constitute service of notice upon, and payment of rent or other charges to, Landlord.

ARTICLE 30 - Notices

Notices and demands shall be given in writing by personal delivery, nationally recognized overnight courier service, or sent by certified mail addressed to Landlord and to Tenant at the addresses specified in the Reference Provisions or at the addresses which were last specified by notice by Landlord or Tenant. Notices or demands shall be deemed to have been given, made or communicated on the date they were actually delivered, received (as confirmed by automatic telecopy confirmation) or deposited in the United States mail as certified matter, with postage fully prepaid.

ARTICLE 31 - Remedies

All rights and remedies of Landlord and Tenant under this Lease or at law are cumulative, and the exercise of one or more rights or remedies shall not exclude or waive the right to the exercise of any others. All rights and remedies may be exercised and enforced concurrently, whenever and as often as desirable.

ARTICLE 32 - Successors and Assigns

All covenants, promises, conditions, representations and agreements shall be binding upon, apply and inure to Landlord and Tenant and their heirs, executors, administrators, successors and assigns. The provisions of ARTICLE 21 hereof shall not be affected by this ARTICLE 32.

ARTICLE 33 - Representations

Landlord represents, warrants and covenants to Tenant that all of the following representations, warranties and covenants are true and will be true during the term, ~~upon~~ which representations, warranties and covenants Tenant has relied upon in the execution of this Lease:

(a) Subject to satisfaction or waiver of the Contingency set forth in Reference Provision 1.42 of this Lease, Landlord is the ~~fee simple~~ leasehold owner of the ~~Land and the Shopping Center, including~~ the Leased Premises, subject to the generic title exceptions listed on EXHIBIT "F" attached hereto and

made a part hereof (the "**Generic** Permitted Exceptions") and except for the **Generic** Permitted Exceptions. **{FOR THIS LEASE ONLY AT NATICK WEST} Landlord and Tenant acknowledge that this Lease is a sublease and that Landlord will cause its Ground Lessor, Natick Mall, LLC to execute and deliver to Tenant a Non-Disturbance and Attornment Agreement in the form attached hereto as Exhibit U, an executed original of which shall be delivered to Tenant concurrently with the execution and return of this Lease.**

Landlord makes no representation or warranty as to the completeness or accuracy of the Generic Permitted Exceptions and Tenant will rely on its own investigations of the status of Title to the Shopping Center for purposes of determining whether there are any matters of record that would prohibit, prevent, or will interfere with Tenant's use of the Leased Premises for its permitted use.

(b) Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained;

(c) To the best of Landlord's knowledge, Landlord has not received any written notice indicating that there are any legal impediments to the construction and use of the Leased Premises as a Dave & Buster's Entertainment/Food Use, subject to Tenant obtaining all required licenses and permits.

(e) The execution, delivery and performance of this Lease will not: (i) violate any provisions of the laws of ~~Texas~~ **the State of Massachusetts** or any applicable regulation, order, writ, injunction or decree of any court or governmental authority at present; or (ii) conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions or provisions of any indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind or nature to which Landlord is a party or by which Landlord or the Leased Premises may be bound.

(f) Landlord shall take commercially reasonable steps to cause other tenants and occupants of the Shopping Center to refrain from performing any acts or carrying on any practices which would violate Tenant's rights under this Lease, and reasonable legal action to prevent any other tenant or occupant from engaging in any act or practice which would violate Tenant's exclusive rights or which would interfere with the right of quiet enjoyment granted to Tenant or Tenant's right to use of the Joint Use Areas.

ARTICLE 34 - Waiver

The failure by Landlord or Tenant to insist upon strict performance by the other of any of the covenants, conditions, provisions, rules and regulations and agreements in this Lease, or to exercise a right, shall not be a waiver of any rights or remedies and shall not be a waiver of a subsequent breach or default. A surrender of the Leased Premises shall not occur by Landlord's acceptance of rental or by other means unless Landlord accepts the surrender in writing. A payment by Tenant or receipt by Landlord of an amount less than the monthly rental shall not, nor shall the endorsement, statement, check, letter accompanying a check or payment of rental, be an accord and satisfaction. Landlord may accept a check or payment without prejudice to its right to recover the balance of rental due and pursue any other remedy. A waiver by Landlord for one tenant shall not constitute a waiver for another tenant.

ARTICLE 35 - Holding Over

If Tenant remains in possession of the Leased Premises after the expiration of the Term without a new lease (even if Tenant has paid and Landlord has accepted Minimum Annual Rental), Tenant shall be deemed to be occupying the Leased Premises as a tenant from month to month, subject to the covenants, conditions and agreements of this Lease. The monthly Minimum Annual Rental shall be computed based on 1/6th of the Minimum Annual Rental payable to Landlord during the last 12 month period of the Term. If Tenant fails to surrender the Leased Premises on the termination of this Lease, Tenant shall, in addition to other liabilities to Landlord, indemnify, defend and hold Landlord harmless from loss and liability resulting from that failure including, but not limited to, claims made by a succeeding tenant. The exercise of Landlord's rights shall not be interpreted to allow Tenant to continue in possession, nor shall it be deemed an election to extend the Term beyond a month-to-month basis. If Landlord, in its sole discretion, determines to permit Tenant to remain in the Leased Premises on a month-to-month basis, the month-to-month tenancy shall be terminable on 30 days prior written notice given by either party to the other party.

ARTICLE 36 - Interpretation

Only the relationship of Landlord and Tenant is created by this Lease. No provision of this Lease or act of either party shall be construed to create the relationship of principal and agent, partnership, or joint venture or enterprise.

ARTICLE 37 - Advertising and Promotional Service

AS PART OF OPERATING EXPENSES, LANDLORD MAY FURNISH AND MAINTAIN PROFESSIONAL ADVERTISING, MARKETING AND SALES PROMOTIONS WHICH ARE INTENDED TO PROMOTE THE SHOPPING CENTER AND/OR BENEFIT SALES THEREIN. SUCH ADVERTISING AND PROMOTION SERVICES MAY BE PROVIDED IN WHOLE OR IN PART BY A ~~3RD~~ **THIRD** PARTY PROVIDER OR BY LANDLORD OR BY AN AFFILIATE, SUBSIDIARY OR OTHER RELATED COMPANY OF LANDLORD. THE NATURE AND EXTENT OF SUCH ADVERTISING AND SALES PROMOTION SERVICES SHALL BE WITHIN LANDLORD'S SOLE AND ABSOLUTE DISCRETION, AND THE PORTION OF MINIMUM ANNUAL RENTAL AND/OR OPERATING EXPENSES PAYMENT USED BY LANDLORD FOR SUCH ADVERTISING AND SALES PROMOTION SERVICES AS SET FORTH IN ARTICLE 17 SHALL CONSTITUTE THE ENTIRE OBLIGATION OF TENANT TO CONTRIBUTE TO THE COST OF SUCH SERVICES. ~~TENANT SHALL PAY LANDLORD THE INITIAL ASSESSMENT SPECIFIED IN THE REFERENCE PROVISIONS, FOR ADVERTISING AND PROMOTIONAL ACTIVITIES, IN A LUMP SUM WITHIN 10 DAYS AFTER DEMAND. Intentionally Omitted. **Tenant shall not be responsible for contributing to any advertising and sales promotions.**~~

ARTICLE 38 - Quiet Enjoyment

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

ARTICLE 39 - Waiver of Redemption

Tenant waives any right of redemption if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Leased Premises because of the default of Tenant or otherwise. The rights given to Landlord are in addition to rights that may be given to Landlord by statute or otherwise.

ARTICLE 40 - Fees

Landlord and Tenant warrant and represent to each other that it has not had negotiations with or dealt with a realtor, broker or agent in connection with this Lease other than Metro Commercial_ ("Broker") which Broker Landlord agrees to pay pursuant to separate written agreement between Landlord and Broker. Landlord and Tenant each and agrees to indemnify and hold the other harmless from the cost, expense or liability (including the costs of suit and reasonable attorneys' fees) for compensation, commissions or charges claimed by a realtor, broker or agent regarding this Lease by reason of a breach of such representation or warranty.

ARTICLE 41 - Tenant's Property

Except for the willful misconduct of Landlord, its agents or employees, Landlord, its agents and employees shall not be liable, and Tenant waives all claims, for damage to persons, property and Tenant's business sustained by Tenant (or anyone claiming through Tenant) located on the Leased Premises. Property kept or stored on the Leased Premises shall be kept or stored at the sole risk of Tenant, and Tenant shall indemnify, defend and hold Landlord harmless from any claims arising out of damage to the same or damage to Tenant's business, including subrogation claims by Tenant's insurance carrier.

ARTICLE 42 - Lease Status

Within 10 days of written request, either party shall without charge execute, acknowledge and deliver to the other party an instrument required under this Lease or an instrument prepared by such party containing the commencement and termination dates of this Lease, the Rental Commencement Date, Opening Date and if true, that (a) this Lease is a true copy of the Lease between the parties, (b) there are no amendments (or stating the amendments), (c) the Lease is in full force and effect and that, to the best of such party knowledge, there are no offsets, defenses or counterclaims of rental or in the performance of the other covenants and conditions to be performed by such party, (d) no default has been declared by either party and that such party has no knowledge of any facts or circumstances which it believes would constitute a default by either party and (e) any other matters reasonably requested by such party.

ARTICLE 43 - Recording

Upon the satisfaction or waiver of the Condition contingencies set forth in Reference Provision **Provisions 1.41 and** 1.42 of this Lease, Landlord and Tenant agree to enter into a Memorandum of Lease for recording in the form attached hereto and made a part hereof as EXHIBIT "H" supplementing this Lease. The party recording same shall bear all recording costs therefor. Upon the termination of this Lease, Tenant shall cooperate with Landlord in executing a recordable termination of any recorded Memorandum of Lease.

ARTICLE 44 - Force Majeure

If either party is delayed, hindered or prevented from the performance of an obligation because of other party strikes, lockouts, labor troubles, the inability to procure materials, power failure, restrictive governmental laws or regulations, riots, insurrection, war or another reason not the fault of the party delayed, but not including financial inability, the performance shall be excused for the period of delay. The period for the performance shall also be extended for a period equal to the period of delay. Tenant shall not be excused from the prompt payment of rental, additional rental or other payments. It shall be a condition of Tenant's right to claim an extension that the party delayed notify the other party, in writing, within 10 days after the occurrence of the cause, specifying the nature of the cause and the period of time necessary for performance.

ARTICLE 45 - Construction of Lease

Tenant has read and understands this Lease. The rule of construction that a document should be construed most strictly against the party which prepared the document shall not be applied, because both parties have participated in the preparation of this Lease.

ARTICLE 46 – Security Deposit

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

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

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

ARTICLE 47 - Captions

Captions are for convenience and reference only. The words contained in the captions shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Lease. The use of masculine or neuter genders shall include the masculine, feminine and neuter genders. The singular form shall include the plural if the context requires. "Landlord" and "Tenant" means "Landlord" and "Tenant" and "their agents and employees", unless the context requires otherwise.

ARTICLE 48 - Severability

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

ARTICLE 49 - Objection to Statements

Tenant's failure to object to a statement, invoice or billing within one year after receipt shall constitute Tenant's acquiescence. Tenant shall be required to provide Landlord with a specific and detailed list of Tenant's objections at the time Tenant makes its objection to Landlord. The statement, invoice or billing shall be an account stated between Landlord and Tenant.

ARTICLE 50 - Liability of Landlord

Landlord's liability under this Lease or arising out of the relationship of the parties shall be limited to Landlord's interest in the Shopping Center. Judgments rendered against Landlord shall be satisfied solely out of the proceeds of the sale of Landlord's interest in the Shopping Center which have been received by Landlord. No personal judgment shall apply against Landlord upon extinguishment of its rights in the Shopping Center. A personal judgment shall not create a right of execution or levy against Landlord's assets other than the Shopping Center. The provisions of this ARTICLE 50 shall inure to Landlord's successors and assigns. These provisions are not designed to relieve Landlord from the performance of its obligations under this Lease, but to limit the personal liability of Landlord in case of a judgment against Landlord. Tenant's right to obtain injunctive relief or specific performance or to have any other right or remedy which may be awarded Tenant by law or under this Lease shall not be limited however. No personal liability is assumed by nor shall at any time be enforceable against Landlord.

ARTICLE 51 - No Option

The submission of this Lease is not a reservation of or option for the Leased Premises or any other space in the Shopping Center, and vests no right in Tenant. This Lease shall become effective only upon proper execution and delivery by the parties.

ARTICLE 52 - Special Damages

~~Tenant shall pay Landlord $400 plus one month's installment of Minimum Annual Rental (plus charges, if any, from Landlord's mortgagee) to reimburse Landlord for the administrative and legal expense for the review, preparation and processing of any document sent to Landlord at Tenant's request, whether or not the document is executed by Landlord.~~ Intentionally Omitted.

Under no circumstances whatsoever shall Landlord or Tenant ever be liable hereunder for consequential (including lost profits), punitive, exemplary, or special damages.

ARTICLE 53 - Corporate Tenant

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

ARTICLE 54 - Printed Provisions

The printed provisions of this Lease and written or typed additions shall be given equal weight for the interpretation of this Lease. The deletion of any portion of this Lease shall not create an implication regarding the intent of the parties, and this Lease shall be read and interpreted as if the deleted portion had never been in this Lease.

ARTICLE 55 - Entire Agreement

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

ARTICLE 56 - No Third-Party Rights

This Lease shall not confer rights or benefits, including third-party beneficiary rights or benefits to anyone that is not a named party to this Lease, including any individual, corporation, partnership, trust, unincorporated organization, governmental organization or agency or political subdivision.

ARTICLE 57 - Financial Statements

Intentionally omitted. ~~(a) Tenant acknowledges that it has provided Landlord with its financial statement or annual report ("Statement") and represents that the Statement is a primary inducement to Landlord's agreement to lease the Leased Premises to Tenant. Landlord has relied on the accuracy of the Statement in order to enter into this Lease. Tenant represents that the information contained in the Statement is true, complete and correct in all material aspects. This representation is a precondition to the Lease.~~

~~(b) At the request of Landlord, unless Tenant is a publicly traded company, Tenant shall, not later than 30 days following such request, furnish to Landlord its most recent balance sheet for at least the most recent fiscal year, a statement of income and expense for that year and an opinion of an independent certified public accountant satisfactory to Landlord (or a certificate of the chief financial officer, owner or partner of Tenant) indicating the financial statement has been prepared in conformity with generally accepted accounting principles consistently applied and fairly present the financial condition and results of the operations of Tenant for that year.~~

ARTICLE 58 - Other Locations

Intentionally omitted. ~~If during the Term: (a) Tenant, its parent, subsidiary, franchisor, or franchisee, the Guarantor of this Lease; (b) any person, firm, corporation or other entity having an interest in any of the above parties; or (c) any other person, firm or corporation controlling or controlled by Tenant or any of the above parties, shall directly or indirectly, either individually or as a partner, shareholder, agent, employee or otherwise, own, operate, maintain or have an affiliation, investment or interest in business similar to or in competition with the one operated at the Leased Premises within the radius specified in Reference Provision 1.20 as measured from the perimeter of the Shopping Center (except those carried on as of the Effective Date) then that shall constitute a default. At Landlord's option, in addition to Landlord's other remedies, the Net Sales from any other business within the specified radius shall be included in the Net Sales of the Leased Premises during each year. The Percentage Rental shall be computed on the aggregate of the annual Net Sales made on, in or from the Leased Premises and on, in or from any other business located within the radius. Tenant shall submit monthly sales statements and maintain records of the sales and transactions of the other business. Landlord shall have the right to examine and audit those statements and records as though they were made on, in or from the Leased Premises. A substantial increase in size or other substantial change in the business at locations in existence on the Effective Date, or change in location to a location within the radius, shall remove the exemption created for that location. "Radius" shall mean a geometric measurement and not the actual distance over roads.~~

ARTICLE 59 - Tenant's Failure

This Lease shall be governed by the laws of the State in which the Shopping Center is located and shall be deemed made and entered into in the county in which the Shopping Center is located. If Tenant fails to comply with and perform any of its covenants, conditions or agreements after the expiration of all applicable notice and cure periods, Landlord shall have the right, but not be obligated, to perform the covenants, conditions or agreements. Tenant shall pay to Landlord on demand as additional rental, a sum equal to the amount spent by Landlord for the performance. If Landlord performs any covenants, conditions or agreements, Landlord, its agents or employees may enter the Leased Premises. That entry and performance shall not constitute an eviction of Tenant in whole or in part, nor relieve Tenant from the performance of the covenants, conditions and agreements. Landlord, its agents and employees shall not be liable for claims for loss or damage to Tenant or anyone claiming through or under Tenant.

ARTICLE 60 - Ownership

(a) If the ownership of the Shopping Center is in a Real Estate Investment Trust, then Landlord and Tenant agree that Minimum Annual Rental, Percentage Rental and all additional rental paid to Landlord under this Lease (collectively referred to in this ~~Section~~ ARTICLE 60 as "Rent") shall qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the "Code") and the U.S.

Department of Treasury Regulations (the "Regulations"). Should the Code or the Regulations, or interpretations of them by the Internal Revenue Service contained in Revenue Rulings, be changed so that any Rent no longer qualifies as "rent from real property" for the purposes of Section 856(d) of the Code and the Regulations, other than by reason of the application of Section 856(d)(2)(B) or 856(d)(5) of the Code or the Regulations, then Rent shall be adjusted so that it will qualify (provided however that any adjustments required pursuant to this ~~Section~~ **ARTICLE** shall be made so as to produce the equivalent (in economic terms) Rent as payable prior to the adjustment).

(b) Any services which Landlord is required to furnish pursuant to the provisions of this Lease may, at Landlord's option, be furnished from time to time, in whole or in part, by employees of Landlord or Landlord's affiliates or by one or more third parties hired by Landlord or Landlord's affiliates. Tenant agrees that upon Landlord's written request it will enter into direct agreements with the parties designated by Landlord to provide such services, provided that no such contract shall result in Tenant having to pay, in the aggregate, more money for the occupancy of the Leased Premises under the terms of this Lease, or Tenant's receiving fewer services or services of a lesser quality than it is otherwise entitled to receive under the Lease.

ARTICLE 61 - Special Provisions

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

ARTICLE 62 - Tenant's Financing

Tenant may, from time to time, secure financing or general credit lines, and grant the lenders as security therefor a security interest in Tenant's fixtures, personalty, inventory and equipment and the right to enter and re-enter the Leased Premises to realize upon the security covered by the security interest. Landlord agrees to evidence Landlord's consent in writing to such security interest. Landlord hereby acknowledges that Landlord does not have a lien on any of Tenant's personalty, and Landlord hereby waives its lien or related rights, if any, granted or conferred upon Landlord, by statute or otherwise, on any of Tenant's personalty. To the extent any such lien is nevertheless imposed upon Tenant's personalty, Landlord hereby subordinates such lien to the lien of any holder of indebtedness of Tenant.

ARTICLE 63 - Special Provisions

Landlord will cause GGP Nimbus, LP, a Delaware limited partnership, to execute and deliver the Guaranty in the form attached hereto as Exhibit "G-1" concurrent with Landlord's execution and delivery of this Lease.

The exhibits are incorporated by reference into this Lease.

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

TENANT:

Dave & Buster's of Massachusetts, Inc,
a Massachusetts corporation dba "Dave & Buster's"

By:_____
Jay L. Tobin, Vice President

LANDLORD:

GS Portfolio Holdings II, LLC, a Delaware limited liability company

By: GGP-SRC Member, LLC, its managing member

By:_____
Authorized Signatory

AFFIDAVIT

The undersigned has signed a Lease dated _____, 20___, with **GS PORTFOLIO HOLDINGS LLC**, a _____ for the occupancy of Space No. **3201 Natick Mall Sears Anchor**. The Lease business terms were negotiated with **Keiji Takeda**, as representative of the Landlord. No representative, agent or employee of the Landlord represented, suggested, promised or implied that the undersigned would be given an exclusive use in the Shopping Center for the operation of the business to be conducted in the Leased Premises, or that the Landlord would not lease space in the Shopping Center to a competing or other tenant. Nor has any representative, agent or employee of Landlord made any representations, inducements or promises about the Leased Premises or the entry into the Lease, unless expressly in the Lease. Nor has any representative, agent or employee made any representations, inducements or promises about the characteristics or conditions regarding or pertaining to the Leased Premises or the Shopping Center, unless expressly in the Lease. The undersigned has independently investigated the potential for the success of its operations in the Shopping Center and has not relied upon any representations, inducements or promises by Landlord's representatives, agents or employees, other than those contained in the Lease.

_____

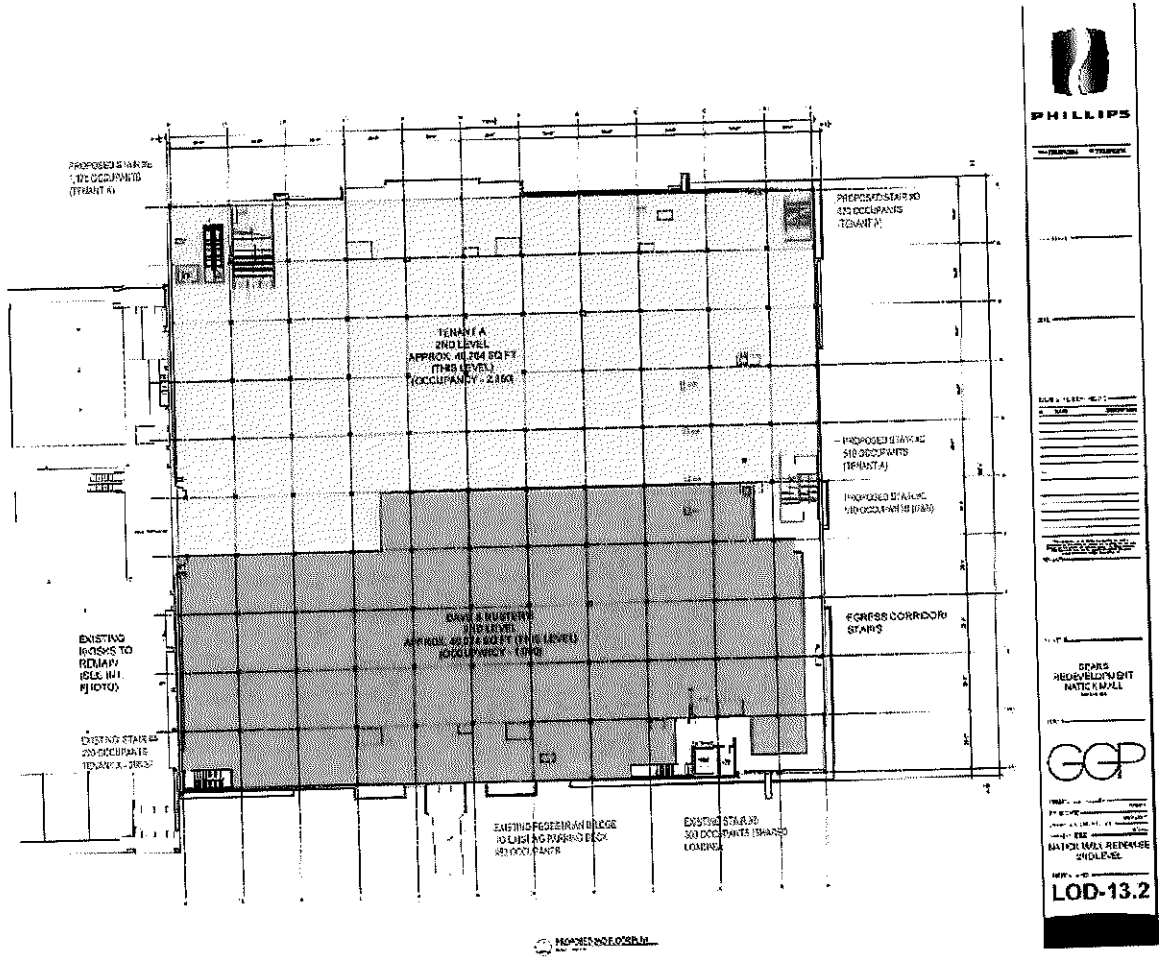
TENANT: **Dave & Buster's Inc**
d/b/a: **Dave & Buster's**

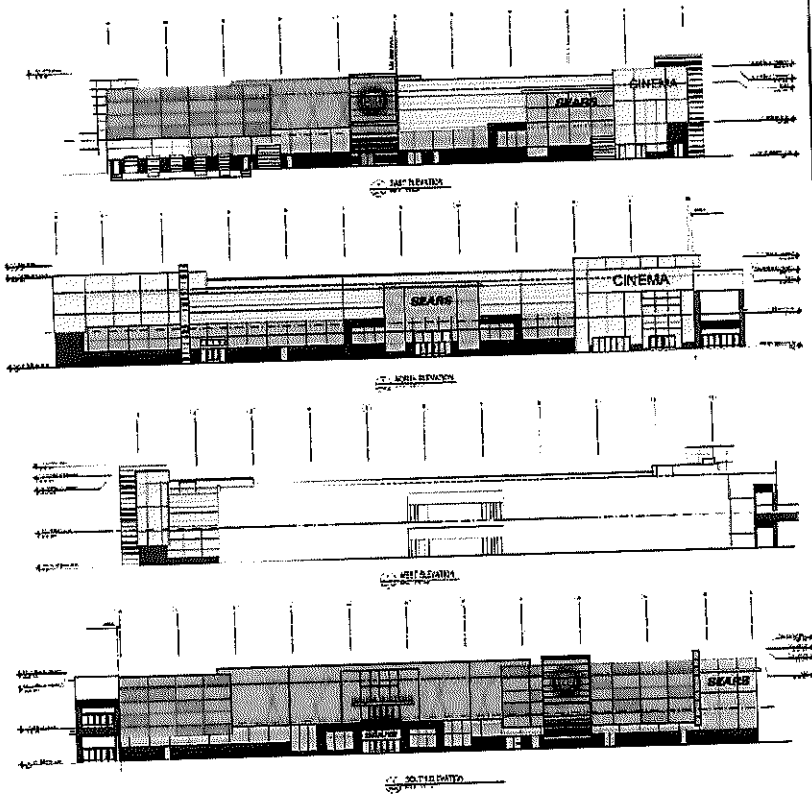
By: _____
Its: _____

Sworn to before me this _____ day of _____, 20___

_____
Notary Public

EXHIBIT A


TENANT A
2ND LEVEL
EGRESS CORRIDOR
STAIRS
EXISTING
EXISTING PEDESTRIAN BRIDGE
EXISTING STAIRS
PHILLIPS
GGP
LOD-13.2



PHILLIPS

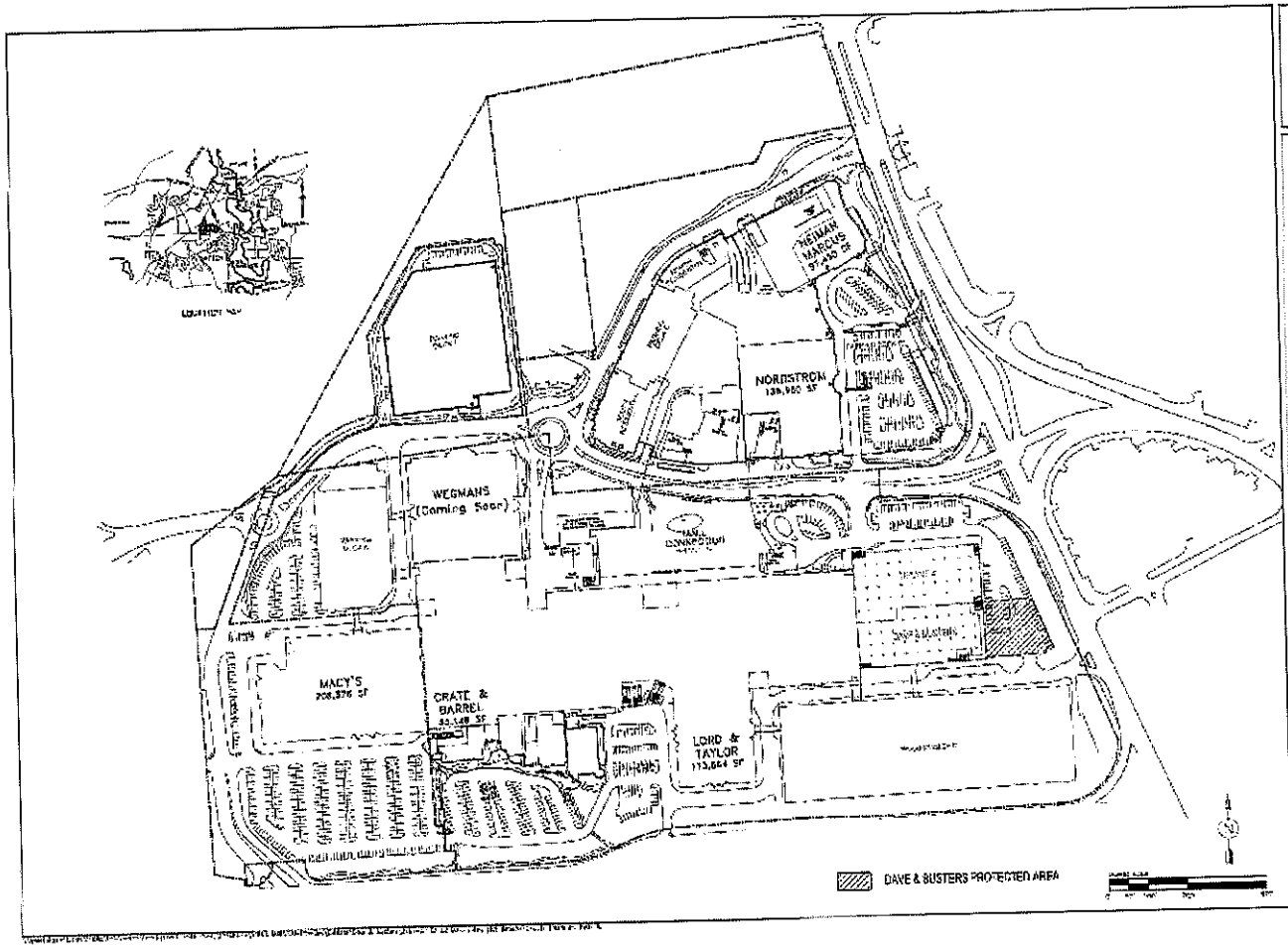
SEARS
REDEVELOPMENT
NATICK MALL

GGP

NATICK MALL
PROPOSED
ELEVATIONS

LOD-13.3

EXHIBIT B
Intentionally Omitted



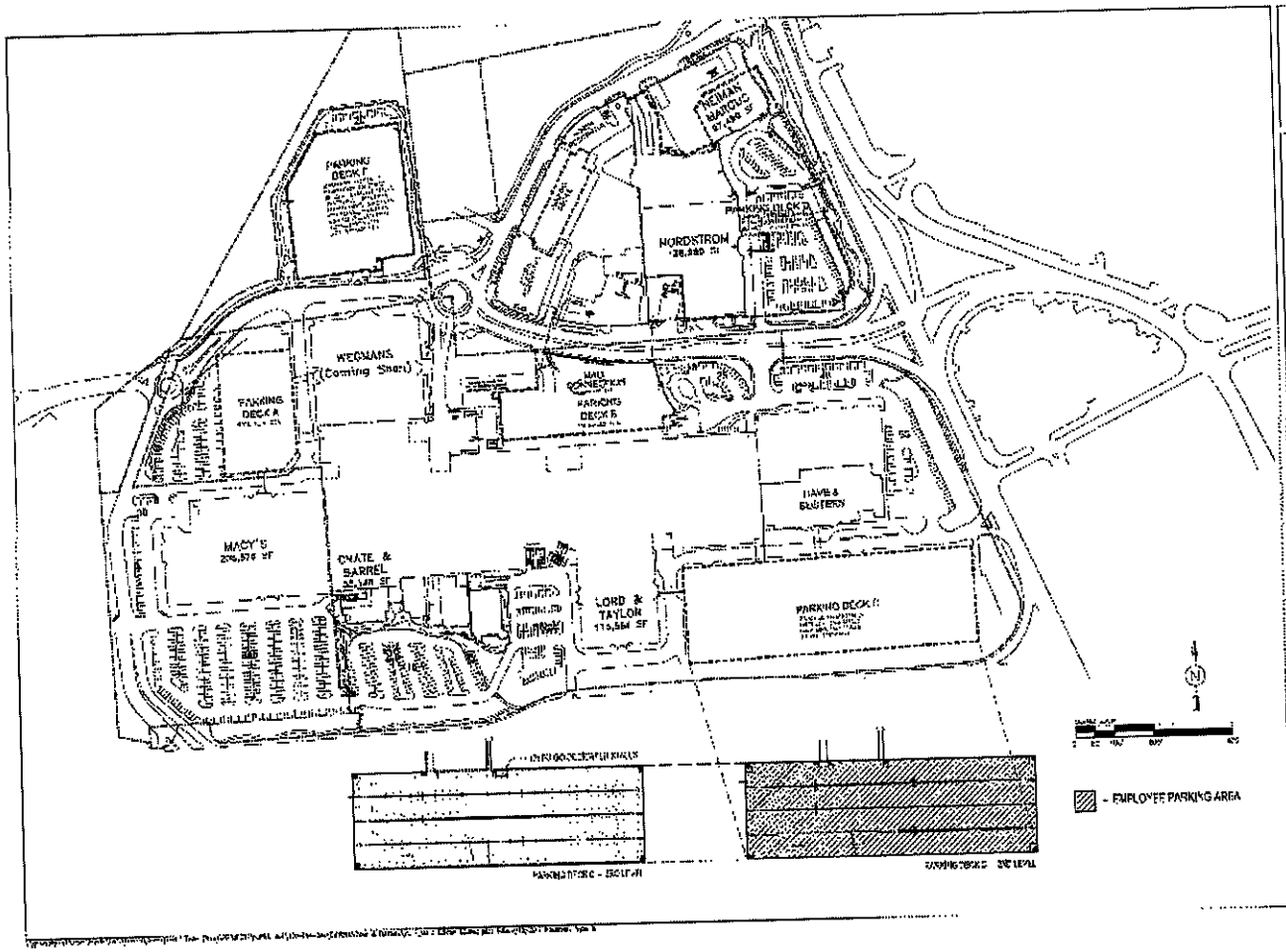
GGP

NATICK MALL

1245 WORCESTER STREET, SUITE 1218
NATICK, MASSACHUSETTS 01760-1553

EXHIBIT B2

EX B2



GGP

NATICK MALL
1245 WORCESTER STREET, SUITE 1218
NATICK, MASSACHUSETTS 01760-1555

DESCRIPTION
EXHIBIT B3
EMPLOYEE
PARKING

EX B3

EXHIBIT C

DESCRIPTION OF LANDLORD/TENANT WORK

DAVE AND BUSTER'S

NATICK, MASSACHUSETTS

All such work shall be in accordance with this Exhibit "C", the **Landlord's final shell plans (Exhibit LW) and the Tenant final plans as approved by Landlord (Tenant's Final Plans)** ~~Tenant Criteria~~ All work to be performed by Landlord in delivering the Leased Premises to Tenant shall be limited to those items expressly set forth in Exhibit "C" and Exhibit L-W, and Article 2 of the Lease, some of which may be performed by Landlord on behalf of, and for Tenant as is more fully described herein. In the Event of a conflict between Exhibit C & L-W, Exhibit L-W should apply.

A. TENANT PACKAGE

Landlord may provide the following to better identify the Leased Premises and provide details in describing conditions of the shell structure

a. Lease exhibit drawing indicating approximate Leased Premises.

b. Dimensional floor plan drawings, if available. Tenant shall not rely on such plans or drawings and must field-verify physical dimensions and existing conditions in the Leased Premises prior to and during Tenant Work (defined in ARTICLE 2 of the Lease).

c. Tenant acknowledges design containing Tenant-required drawing information, sign and architectural elevations are subject to approval by the Natick Planning Board.

B. TENANT PLAN SUBMITTAL REQUIREMENTS

Tenant Plan Submittal & Additional Requirements

a. By the submittal date for preliminary plans and specifications specified in the Article 1.04, Tenant agrees to notify Landlord of the identity and mailing address of the licensed architect engaged by Tenant for the preparation of plans for Tenant's Work. At the same time Tenant, at Tenant's expense, shall cause Tenant's architect to prepare and deliver to Landlord for Landlord's approval one (1) preliminary drawing submittal for Tenant's Work,.

b. Intentionally Omitted.

c. By the submittal date for final plans and specifications specified in the Reference Provisions, Tenant, at Tenant's expense, shall cause Tenant's architect to prepare and deliver to Landlord for Landlord's approval three (3) sets of final working drawings and specifications for Tenant's Work.

d. Landlord shall review Tenant's drawings and specifications and notify Tenant within 15 days of their receipt if they do not meet with Landlord's approval. Tenant shall, within 10 days of the receipt of notification, revise and resubmit the drawings and specifications. When Landlord has approved Tenant's drawings and specifications, Landlord shall initial and return one (1) set of approved drawings to Tenant. That set shall show the date of Landlord's approval and shall be the "Tenant's Final Plans".

e. If any changes and/or revisions are made in Tenant's working drawings and specifications after Landlord's initial approval, Tenant shall deliver to Landlord one set of revised working drawings and specifications for additional approval.

f. No approval by Landlord shall be valid unless signed in writing by Landlord or Landlord's representative.

g. Tenant shall prepare its plans and perform Tenant's Work in compliance with Landlord's requirements, governing statutes, ordinances, regulations, codes and insurance rating boards. ~~Tenant shall pay Landlord for review of final plans at the rate of $0.50 per square foot of space in the Leased Premises, plus $0.25 per square foot for each required additional review of final plans.~~ Landlord's approval does not relieve Tenant of its obligation to complete Tenant's Work in accordance with the terms of the Lease, nor of the necessity of Tenant's compliance with the laws, rules, regulations and ordinances of local governing authorities.

h. Any approval by Landlord or Landlord's architect shall neither obligate Landlord in any

manner whatsoever with respect to the finished product, design and/or construction by Tenant nor be deemed to be a modification or amendment to the provisions of the Lease. Any deficiency in design or construction, with or without prior approval of Landlord, shall be solely the responsibility of Tenant. Tenant shall be solely responsible for corrections in Tenant's Work and its working drawings and specifications required by governmental authority.

i. Notwithstanding anything to the contrary contained in this Lease, Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA"), and any amendment to the ADA, as well as applicable state, local laws, regulations, ordinances and independent inspections. Compliance will include, but not be limited to, the design, construction, and alteration of the Leased Premises as well as access to, employment of and service to individuals covered by the ADA. Upon completion of work, Tenant's or Tenant's architect must supply to Landlord a letter, satisfactory to Landlord, stating that the Leased Premises have been designed and constructed in accordance with and are in compliance with the ADA.

j. Within ~~10~~ 60 days after opening for business in the Leased Premises, Tenant shall provide Landlord with one set of "as-built" drawings and specifications indicating the changes from Tenant's Final Plans made during the performance of Tenant's Work. As-built drawings shall accurately locate all underground utilities and equipment installed. As-built drawings shall be delivered to Landlord prior to final inspection of the Leased Premises.

If any changes and/or revisions are made in Tenant's working drawings and specifications after Landlord's initial approval, Tenant shall deliver to Landlord one set of revised working drawings and specifications for additional approval. All design and construction related costs incurred by Landlord resulting from changes to Tenant's approved plans shall be at Tenant's expense. All design and/or Construction changes incurred by Tenant due to Landlord's modification to the LOD or design changes to accommodate Landlords delivery conditions that do not meet the final plans shall be reimbursed by Landlord to Tenant.

C. STRUCTURE

1. Building Shell
Structural modifications and or additions by Tenant to Landlord's structure is subject to Landlord's prior approval. Tenant shall submit structural calculations, which have been prepared by a licensed structural engineer, to Landlord for review by Landlord's engineer, at Tenant's expense.

2 Roof Penetrations

Roof penetrations by Tenant shall be held to a minimum. Penetrations, flashing and patching of the roofing system shall be made by Landlord's roofing contractor, subject to Landlord's prior approval, at Tenant's expense. Any structural framing or structural calculations required by Landlord as a result of Tenant's roof penetrations shall be performed at Landlord's option by Landlord's contractor, at Tenant's expense. Any associated curbs, rails, skids, etc. which can impact the roof system shall be designed in accordance with the manufacturer's recommendations and installed by Landlord's approved roofing contractor, at Tenant's expense. **Roof penetrations not outlined in landlord work should be kept to a minimum and need to be done by landlord preferred roof contractor, provided that the cost of Landlord's roofing contractor is competitive and reasonable.**

D. INTERIOR STOREFRONTS

a.

E. DEMISING WALLS AND EXITS

1. Demising Walls
a. Tenant is responsible for furnishing gypboard on all demising partitions and surfaces in accordance with code.

b.

2. Exit Requirements
Landlord is responsible for providing all exit requirements and exit identifications within the Leased Premises in accordance with requirements of applicable code and subject to approval by the local building authority.

F. INTERIOR FINISHES, FURNISHINGS AND EQUIPMENT

1. Floor Finish
Tenant is responsible for all floor finish covering materials for the Leased Premises and shall make a smooth, level transition with the mall floor at the lease line.

2. Wall Finish
Tenant is responsible for the installation of finished walls on the demising partitions, including any necessary additional supports, wall blocking, fire tapping and wall finishes, at Tenant's expense.

3. Ceilings
Ceiling height limitations are created by existing conditions and floor-to-floor heights vary throughout the Shopping Center. Any relocation of or modification to existing piping, conduit and/or ductwork necessitated by Tenant's installation of a ceiling shall be at Tenant's expense.

4. Furnishings and Equipment
Tenant is responsible for furnishing and installing all fixtures, furnishings, equipment, shelving, trade fixtures, leasehold improvements, interior decorations, graphics, signs, mirrors, coves and decorative light fixtures and other special effects in accordance with all applicable federal, state, local laws, regulations and ordinances.

G. SIGNAGE

1. Tenant Signage Submittal

Tenant shall submit sign manufacturer's shop drawings to Landlord depicting sign, lettering dimensions, overall dimensions, color, materials, mounting details, quantities and location of the sign in relation to each elevation, **and reasonably approved by Landlord, provided that Tenant may utilize the maximum signage as allowed under the REA and in compliance with applicable codes**. Signs, permits and related or resulting construction shall be Tenant's responsibility

a. Landlord's final written approval is required prior to sign fabrication..

H. HEATING VENTILATION AND AIR CONDITIONING

1. Heating, Ventilation and Air Conditioning System, "HVAC System"

a. Landlord is required to install the RTU's to serve the Leased Premises per the approved plans.

b.

2. Additional Tenant Requirements
Tenant is responsible for providing the mechanical system within the Leased Premises, including but not limited to maintenance, supply metal ductwork, grilles, registers, electrical wiring, controls, heating, heat detection and circuitry necessary for the satisfactory operation of an air conditioning system.

I. TOILET EXHAUST SYSTEM

1. Tenant is required to design and install the exhaust system and connect to the Landlord's roof penetration within the Leased Premises.

J. SPECIAL EXHAUST AND MAKE-UP AIR SYSTEMS

1. Special Exhaust Systems Tenant shall design and install an engineered exhaust and make-up air system in accordance with applicable code.

K. UTILITIES

1. Tenant Electrical Requirements
Landlord shall provide the main electric distribution system as more fully described in the **Landlord's shell plans as reviewed and approved by Tenant in accordance with capacity defined in Exhibit LW**.

2. Water Service
See exhibit LW

3. Sanitary Service
See exhibit LW

4. Water Meter See exhibit LW

5. Natural Gas Service

See exhibit LW

6. Fire Protection

Landlord shall provide an active Shell Sprinkler system for Tenants to build tenant space sprinkler from such system.

7. Fire Alarm; Tenant's fire alarm system shall be compatible with Landlord's system and comply with the applicable building codes, fire marshal and Landlord's insurance carrier.

L. SPECIAL FOOD TENANT REQUIREMENTS

Food Preparation Extinguishing Systems

1. Tenant shall design and install automatic extinguishing equipment in accordance with applicable codes.

2. Grease Trap

a. Landlord shall install, (in accordance with applicable code and subject to Landlord's approval), a dedicated 5,000 gallon grease trap system and indicate the location of the dedicated grease trap system on its plumbing plans.

b. All food-related tenants shall connect all sinks and floor drains within the Leased Premises (except toilet facility fixtures and drains) to the grease line in accordance with applicable code.

3. Grease Trap Service and Removal

a. Tenant is responsible for properly maintaining its dedicated grease trap system.

b. Copies of maintenance and cleaning reports shall be made available to Landlord's on-site representative upon request.

M. FIRE PROTECTION SYSTEM

Tenant Sprinkler System

Tenant's fire protection system shall comply with the requirements of the applicable building codes, and fire marshal.

N. CONSTRUCTION REQUIREMENTS

1. Construction Deposit

2. Construction Barricade

Landlord may require Tenant to erect a barricade that complies with mall standards at the start of Tenant's Work, at Tenant's expense.

3. Construction Trash Removal

Tenant is responsible for trash removal during construction, fixturing and stocking at Tenant's expense.

4. Temporary Electric

Landlord may provide, at its option, temporary electrical service in general areas during construction. Tenant shall request, in writing, permission to connect to the temporary service and distribute temporary service to the Leased Premises in accordance with applicable code. In the event Landlord provides temporary electrical service, Tenant shall pay Landlord a single charge equal to the greater of $750.00 or $0.75 per square foot of the Leased Premises.

5. Contractor Requirements

a. Tenant and or Tenant's contractor shall not commence any work without checking in with Landlord's on-site representative and supplying all required pre-construction documents. Documents shall include but not be limited to a copy of building permit, Certificate of Insurance and contractor's license.

b. Tenant shall ensure that all Tenant's contractors licensed in the state where the Shopping Center is located. .

c. Tenant's contractor or subcontractor shall not post signs in any part of the Shopping Center, on construction barricades or in the Leased Premises without approval from Landlord.

d. The contractor may perform "noisy" construction, such as jack hammering, saw cutting, core drilling, etc., only during hours approved by Landlord's on-site representative.

e. Tenant's contractor shall supply fire extinguishers during construction, in accordance with code.

6. Tenant's Work

a. Tenant shall conform to and comply with all federal, state, county and local laws, ordinances, permits, rules and regulations in the performance of Tenant's Work or in the performance of any alterations, additions or modifications.

b. Tenant's Work shall be coordinated with Landlord's Work as well as with the work of other tenants in the Shopping Center so that Tenant's Work shall not interfere with or delay completion of other construction in the Shopping Center.

c. Work performed by Tenant or Tenant's contractor shall be performed so as to avoid a labor dispute. If there is a labor dispute, Tenant shall immediately undertake whatever action may be necessary to eliminate the dispute including, but not limited to, (i) removing all disputants from the job site until the labor dispute is over, (ii) seeking an injunction in the event of a breach of contract action between Tenant and Tenant's contractor and (iii) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute. If, during the period of initial construction of the Leased Premises, any of Tenant's employees, agents or contractors strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are conducted or carried out against Tenant or its employees, agents or contractors, Tenant shall immediately close the Leased Premises and remove all employees until the dispute giving rise to the strike, picket line, boycott or objectionable activity has been settled to Landlord's satisfaction.

d. Tenant's Work shall be subject to inspection by Landlord during the course of construction for the purpose of determining the quality of the workmanship and adherence to Landlord requirements. Tenant shall require its contactor to cooperate with Landlord and correct any deficiencies noted by Landlord. All work performed by Tenant during the Term of the Lease shall be performed in accordance with this Lease.

e. All work by Tenant, including repair work, shall be performed in a first-class workmanlike manner and shall be in a good and usable condition at completion. Tenant shall require any person performing work to guarantee that the work is free from any and all defects in workmanship and materials for one (1) year from the date of completion.

O. INSURANCE REQUIREMENTS

Tenant's contractor must fulfill the following insurance requirements, and shall maintain at no expense to Landlord:

a. Workers' Compensation Insurance within statutory limits and Employer's Liability Insurance with limits of not less than $100,000.

b. General Liability Insurance with limits of not less than $2,000,000 combined single limit for bodily injury and property damage, including personal injury, Contractual Liability coverage specifically endorsed to cover the indemnity provisions contained herein and Contractor's Protective Liability coverage if contractor uses subcontractors.

c. Motor Vehicle Liability Insurance in the Contractor's name, including owned, non-owned, leased and hired car coverage with limits of not less than $2,000,000 combined single limit per occurrence for bodily injury and property damage.

d. Tenant shall cause each of its contractors to agree to name Landlord, the parents, subsidiaries and affiliates of Landlord and if Landlord elects, any owner or other occupant in or adjoining the Shopping Center, as Additional Insureds on Contractor's Commercial General Liability Insurance and Motor Vehicle Liability Insurance. In addition to the insurance Tenant is required to maintain under ARTICLE 19, Tenant shall maintain Builders Risk Insurance including water damage and earth movement for the full replacement cost of Tenant's Work.

e. Each of Tenant's contractors shall also, to the fullest extent permitted under the law, protect, defend, save harmless and indemnify Landlord, the parents, subsidiaries and affiliates of Landlord, and if Landlord elects, any owner or other occupant in or adjoining the Shopping Center, and their employees, officers and agents against any and all liability claims, demands or expenses incurred on account of any injury or damage, alleged or real, arising out of or in any way connected with any act or omission to act on the part of the indemnitor.

f. Certificate evidence of the required insurance shall be furnished to Landlord before the start of Tenant's Work. Insurance carriers shall have an AM Best's rating of A-VII or better, and shall be registered or authorized to do business in the state in which the Shopping Center is located.

P. GENERAL

1. Hazardous Materials

Tenant shall comply with any existing or future city, state, county or federal regulations or legislation regarding the control of pollution. Tenant shall not use or install, nor shall permit its contractors to use or install, any building materials containing asbestos or other Hazardous Material. Upon expiration of the Term or the earlier termination of this Lease, Tenant shall provide Landlord with a statement signed by Tenant that the Leased Premises do not contain any Hazardous Material. If Tenant fails to do so, Landlord shall have the right to have the Leased Premises inspected for the presence of Hazardous Material, and if Hazardous Materials are present in the Leased Premises, to take all actions which are necessary to return the Leased Premises to the condition it was in prior to the presence of Hazardous Material in the Leased Premises, all at Tenant's expense. This obligation by Tenant shall survive the Expiration Date or earlier termination of this Lease and shall survive any transfer of Landlord's interest in the Shopping Center.

2. Tenant's Refuse

Tenant is responsible for keeping the Leased Premises, the corridor, mall or arcade adjacent to the Leased Premises broom clean and free of trash. Any material, whether trash or otherwise, placed outside of the Leased Premises for more than 24 hours shall be subject to removal and disposal without notice.

3. Certificate of Occupancy

Tenant is responsible for obtaining a Temporary Certificate of Occupancy promptly following completion of Tenant's Work, and shall promptly forward a copy of it to Landlord prior to Tenant opening for business in the Leased Premises. Tenant shall not be permitted to open for business without a Certificate of Occupancy. Upon completion of Tenant's Work or any alterations under ARTICLE 12 of the Lease, Tenant shall submit an original contractor's notarized affidavit, all subcontractors' original notarized affidavits and original notarized final waivers of lien, as well as any original notarized lien waivers that Landlord may require from contractors, subcontractors, laborers, and material suppliers for work performed over $10,000

4. Square Footage Calculations

The calculations of the dimensions and square footage of the Leased Premises are from the centerline of interior partitions, from the outside face of exterior walls, and from the full thickness of corridor and shaft walls. No deductions are allowed for the space occupied by columns, interior partitions, or other interior construction or equipment installed or placed in the Leased Premises. The Leased Premises shall not include any space above the bottom of the structural framework supporting the upper level or roof of the Shopping Center, as the case may be, or below the floor level of the Leased Premises.

EXHIBIT E
Exclusive Uses

BAREMINERALS — Natick West - 3768

Lease ID w/ Version: 239971.1 — Unit: 3050

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 9/7/2007 — Clause End Date: 1/31/2018

Notwithstanding anything to the contrary, Landlord agrees that it shall not lease or license pushcarts or kiosks within that portion of the Common Areas (specifically excluding parking spaces) as shown cross-hatched on EXHIBIT "E" attached hereto (the "Protected Area") to another tenant whose permitted use includes the sale or retail of mineral based cosmetics ("Competing Tenant"). If Landlord, at any time during the Term of this Lease, leases or licenses a pushcart or kiosk to a Competing Tenant, or if any such similar products are sold from a pushcart or kiosk within the Protected Area, and provided Tenant notifies Landlord of its objection to such Competing Tenant or sales, Landlord shall use diligent efforts upon receipt of Tenant's notice to respond to Tenant's objection and if necessary, to require said pushcart or kiosk. Upon Tenant's notification to Landlord of such Competing Tenant's existence in the Protected Area, Tenant's Minimum Annual Rental and Percentage Rental shall abate from the date of Landlord's receipt of Tenant's notification until such date that Landlord responds to Tenant's objection, or if necessary, removes such Competing Tenant. In addition, Tenant shall pay to Landlord a "Substitute Rental" equal to [redacted] of Tenant's Net Sales (as defined in ARTICLE 5) for each and every month during the abatement period, provided, however, in no event shall Tenant's payment of Substitute Rental exceed 50% of the Rental payment Tenant would have made prior hereto. Upon Landlord's written notification to Tenant addressing Tenant's objection, and/or advising of the removal of such Competing Tenant, Tenant shall resume the payment of Minimum Annual Rental and Percentage Rental as set forth in the Lease prior to this insertion hereof.

CHARMING CHARLIE — Natick West - 3768

Lease ID w/ Version: 340010.1 — Unit: 4054

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 11/18/2014 — Clause End Date: 1/31/2025

Rent Reduction: Notwithstanding anything contained in this Lease to the contrary, if Landlord shall lease space in the Shopping Center to a Competing Business (defined below) for the Restricted Use (as defined below) during the Term, and Tenant's Net Sales from the Leased Premises for the period starting on the date the Competing Business opens for business in the Shopping Center and ending one year after, decreases by an amount greater than 10 % of the Net Sales generated during the same one year period in the preceding year, then Tenant's sole and exclusive remedy shall be the right to pay Landlord, in lieu of Minimum Annual Rental, a sum equivalent to [redacted] of Minimum Annual Rental payable by Tenant to Landlord for the period of time during which the Competing Business is open and operating in the Shopping Center. This right shall be exercised upon 60 days prior written notice given to Landlord within 30 days after the expiration of the one year period. "Restricted Use" shall mean the operation of a large format accessory store in excess of 5,000 square feet of floor area, providing all of the products and services provided by Tenant in accordance with Reference Provision 1.02. "Competing Business" shall mean a business not affiliated with Tenant which uses its premises in the Shopping Center primarily for the Restricted Use excluding: (a) any business occupying its premises directly or (as an assignee, sublessee, licensee or concessionaire) indirectly under a lease that was executed prior to the execution of this Lease but is in effect as of the date of this Lease (a "Prior Lease"), a renewal or extension of a Prior Lease, or a new lease that is executed by a business which leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease; (b) any anchor or variety and specialty store, theatre, drug or grocery store or any portion of the Shopping Center not controlled by Landlord; (c) any business which incidentally engages in the Restricted Use; (For purposes of this Reference Provision 1.28, a business shall be deemed to be using its premises primarily for the Restricted Use if, on an annual basis, more than 50% of the sales floor area its premises are devoted to the Restricted Use. A business shall be deemed to be using its premises in the Shopping Center incidentally for the Restricted Use if, on an annual basis, less than 25% of the sales floor area of is devoted to the Restricted Use); and (d) any business which engages in the Restricted Use, but is not specifically permitted to do so in its lease. This Reference Provision 1.28 shall automatically become null and void if: (a) Tenant is in default under this Lease; (b) Tenant assigns its rights under this Lease in whole or in part or sublets all or any portion of the Leased Premises other than to an entity that does not require Landlord's consent; (c) a change of corporate control or of the partnership interests of Tenant occurs which would entitle Landlord to terminate this Lease (regardless of whether Landlord actually exercises such right to terminate); (d) the Leased Premises cease to be used primarily for the Restricted Use by Tenant; (e) Tenant has achieved Net Sales during the one year period described above in excess of the applicable Annual Sales Base for that period of time; (f) Tenant is not occupying the Leased Premises; (g) Any business which offers for sale goods branded only with such business' trade name (by way of example, Coach, Michael Kors, Marc Jacobs, Chanel, Burberry, Henri Bendel); or (h) the Shopping Center is expanded.

EVERYTHING BUT WATER — Natick West - 3768

Lease ID w/ Version: 306040.1 — Unit: 4015

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 5/1/2012 — Clause End Date: 5/31/2021

Notwithstanding anything contained in this Lease to the contrary, so long as Tenant is not in default under this Lease beyond any applicable notice and cure periods, it during the first 36 months of the Term of this Lease, Landlord shall lease space in the Natick West Shopping Center only to another tenant whose primary permitted use is the sale of swimwear ("Competing Tenant") and Tenant's Net Sales (as defined in ARTICLE 5) from the Leased Premises for the period starting on the date that the Competing Business opens for business in the Shopping Center and ending 6 full consecutive calendar months after (the "Measurement Period"), decreases by an amount greater than 10% of Net Sales compared to the same time period of the previous calendar year, then Tenant shall have the right (which shall be its sole and exclusive remedy) to pay Landlord a sum equivalent to [redacted] of Tenant's Minimum Annual Rental (as set forth in Reference Provision 1.07 of this Lease) and 50% of Tenant's Operating Expenses Payment (as set forth in Reference Provision 1.22 of this Lease) during the time the Competing Tenant is open for business, or until the first day of the 37th month of the Term. This right shall be exercised upon 30 days prior written notice given to Landlord within 30 days after the expiration of the Measurement Period. In addition to Tenant's right to pay reduced rental should Landlord lease space to a Competing Tenant in violation of the conditions set forth in this Reference Provision 1.28, Reference Provision 1.20 Radius shall be null and void.

J. JILL — Natick West - 3768

Lease ID w/ Version: 358088.1 — Unit: 3013

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 3/21/2016 — Clause End Date: 2/28/2026

For this Lease at Natick West only, LL shall not: (a) lease a space directly above the Leased Premises for a restaurant or food court use with onsite cooking; or (b) lease a space immediately adjacent to the Leased Premises that has kitchen, refrigeration or plumbing along the shared wall next to Tenant's sales floor or fitting rooms in the Leased Premises. If LL leases space immediately adjacent to the Leased Premises for a restaurant or food court use with onsite cooking, then LL shall require such restaurant to properly waterproof, soundproof and ventilate the kitchen area of such restaurant so as to not interfere with Tenant's business operation in the Leased Premises. Any restaurant or food court use with onsite cooking located directly above the Leased Premises is a LL violation of this Lease and LL will be liable for any damage to the Leased Premises or Tenant's property (including merchandise), notwithstanding anything to the contrary in this Lease. Any incident involving a restaurant adjacent to the Leased Premises that causes damage to the Leased Premises or Tenant's property (including merchandise) in the Leased Premises that cost more than $10,000.00 in the aggregate during the Term, then the amount in excess of $10,000.00 shall be paid for by LL. In addition, Tenant acknowledges and agrees that (i) there is an existing restaurant located directly behind the Leased Premises, (ii) the use of the space directly behind the Leased Premises as a restaurant will not violate the terms and provisions contained in this Reference Provision 1.28, and (iii) LL shall have the right, in its sole and absolute discretion, to lease the space located directly behind the Leased Premises for any restaurant use regardless of whether said Lease is with current tenant or any other third party entity.

MICROSOFT Natick West - 3768

Lease ID w/ Version: 319282.1 Unit: 3072

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 3/30/2013 Clause End Date: 3/28/2025

During the Lease Term, including any renewal or extension thereof, Landlord will not lease any premises within one hundred (100) feet of the Leased Premises that sells Competing Products as defined below. It is understood and agreed that the foregoing restriction shall not apply to (a) any existing tenants under an existing lease (a "Prior Lease") or renewals thereof by a party under a Prior Lease whose current use clause permits the sale of Competing Products provided that the terms of such Prior Lease are not amended so as to expand or enlarge the right of the tenant thereunder to engage in the sale of Competing Products, or (b) non-electronic retailers selling private label Competing Products under such retailers' trade name only. If Landlord violates the terms of this paragraph and the same continues for more than ten (10) days after receipt of written notice hereof from Tenant, then from expiration of such ten (10) day period until such time as that violation is cured, Tenant's Minimum Annual Rental shall be reduced by [redacted] for each such violation. The "Competing Products" shall mean the following: computer software and computer hardware including desktop, laptop, gaming consoles, notebook and netbook computers, mobile devices, mobile phones, portable music devices (such as but not limited to MP3 players) and peripherals and any and all current, successor or next generation products related to all of the foregoing. For these purposes, the term "peripherals" shall mean a separate piece of hardware that interfaces and receives information and/or direction from a computer or a computer device.

ORIGINS Natick West - 3768

Lease ID w/ Version: 350982.1 Unit: 3000

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 11/1/2015 Clause End Date: 1/31/2025

Rental Reduction: Notwithstanding anything contained in this Lease to the contrary, if Landlord shall lease space in the Shopping Center to a Competing Business (defined below) during the Term, then Tenant's sole and exclusive remedy shall be the right to (a) pay Landlord, in lieu of Minimum Annual Rental and Percentage Rental and all additional charges under the Lease (except utilities), a sum equivalent to [redacted] of all Net Sales (as defined in ARTICLE 5 hereof), payable by Tenant to Landlord, for the period of time during which the Competing Business is open and operating in the Shopping Center; or (b) terminate this Lease, upon 60 days' notice to Landlord given at any time after the Competing Business is operating in the Shopping Center, in which event Landlord shall pay to Tenant the unamortized cost (on a straight line basis over a 10 year amortization period) of Tenant's leasehold and other improvements to the Leased Premises. A "Competing Business" shall mean a business not affiliated with Tenant which shares a demising wall with the Leased Premises and trades under the trade name of "Sephora". This Reference Provision 1.28 shall automatically be null and void if: (a) Tenant is in default of any material terms under the Lease after the lapse of any applicable cure period and as a consequence thereof Landlord exercises its rights under the Lease; (b) Tenant assigns its right under this Lease to any entity which is not owned and/or controlled, directly or indirectly by The Estee Lauder Companies Inc.; or (c) The Leased Premises ceases to be used primarily for the Permitted Use as set forth in ARTICLE 1 (c)

P.F. CHANG'S CHINA BISTRO Natick West - 3768

Lease ID w/ Version: 244344.1 Unit: 4006

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 2/11/2008 Clause End Date: 2/28/2018

So long as Tenant is fully open and operating (subject to periods of closure due to fire, casualty, Force Majeure, periodic remodeling, Article 25 and any other closure not to exceed 180 consecutive days) as a P.F. Chang's China Bistro restaurant for a restaurant under a different trade name that is being used by all of Tenant's restaurants in Massachusetts and which is serving primarily Asian/Chinese cuisine) at the Leased Premises, Landlord and its successors and assigns, agree that it/they shall not lease to, sell to, or permit any, restaurant operator to serve Asian or Chinese food as Primary Menu Items (the "Exclusive Use") within the Shopping Center. If the foregoing Exclusive Use is violated, then in addition to any other remedies available to Tenant from and after the date of such violation and continuing until the violation has been fully cured, (a) the Minimum Annual Rent otherwise payable hereunder shall be reduced by ([redacted]), and (b) Percentage Rent shall be abated in its entirety. For the purposes of this paragraph "Primary Menu Items" shall mean twenty-five percent (25%) or more of menu items (including any specials not pre printed on the menu, but excluding beverages and desserts). Provided, however, this restriction shall not apply to: (a) any vendor operating in the Shopping Center food court occupying less than 2,500 square feet; or (b) any of the operators of the anchor department store buildings in the Shopping Center while such buildings are being occupied as such and demised as a single premises.

TOMMY BAHAMA Natick West - 3768

Lease ID w/ Version: 241558.1 Unit: 4040

RESTRICTIONS - SALES EXCLUSIVE

Legal Clause Status: ACTIVE

Clause Start Date: 9/7/2007 Clause End Date: 8/31/2017

Reduction: Notwithstanding anything contained in this Lease to the contrary, provided Tenant is operating in the Leased Premises and engaging in the Permitted Use therein, if during the Term of this Lease Landlord leases space in the enclosed portion of the Shopping Center to a Competing Business (defined below) for the Exclusive Use (defined below) during the Term, then Tenant's sole and exclusive remedy shall be the right to pay Landlord, in lieu of Minimum Annual Rental and Percentage Rental, a sum equivalent to [redacted]% of Tenant's Net Sales for the period of time that such Competing Business is engaged in the Exclusive Use. This right shall be exercised upon written notice given to Landlord retroactive to the date the Competing Business commenced operating as a Competing Business (as defined herein) in the Shopping Center (for purposes of this Natick West Lease only, the remaining clause of this sentence is stricken: "Exclusive Use" shall mean the operation of a business in the enclosed mall portion of the Shopping Center, whose principal and primary business is the sale of men's and/or women's ready to wear apparel, with an "Island-" or "Tropical-" inspired theme. "Competing Business" shall mean a business not affiliated with Tenant which uses its premises in the enclosed mall portion of the Shopping Center for the Exclusive Use, excluding: (a) For purposes of this Natick West Lease only, this subparagraph (a) is stricken and inapplicable. (b) any anchor, variety or specialty stores as defined under ARTICLE 7, and businesses engaged in the sale of multiple brands/lines and national retailers such as Ron Jon's, Quicksilver, and the like; (c) any business which engages in the Exclusive Use, but is not specifically permitted to do so in its lease; provided, however, Landlord agrees to use commercially reasonable efforts to enforce its lease against such business in order to stop such business from engaging in the Exclusive Use. If Landlord fails to take appropriate action to enforce its lease against such business (in order to stop such business from engaging in the Exclusive Use), then Tenant shall be entitled to the remedies detailed herein; and (d) any business which, as an incidental part of its business offers for sale men's and women's apparel with an "Island-" or tropical inspired theme; and This Reference Provision shall automatically become inoperative and void: (a) During any period that Tenant is in default, beyond applicable cure periods, under this Lease; (b) If Tenant assigns its rights under this Lease in whole or in part or sublets all or any portion of the Leased Premises (except for those instances where Landlord's consent is not required for an assignment or subletting); (c) If a change of corporate control or of the partnership interest of Tenant occurs which would entitle Landlord to terminate this Lease (regardless of whether Landlord actually exercises such right to terminate); (d) if the Leased Premises ceases to be used primarily for the Exclusive Use by Tenant; or (e) if Tenant, or its successor, is not occupying the Leased Premises.

EXHIBIT F
GENERIC PERMITTED EXCEPTIONS

1. This item has been intentionally deleted.

2. This item has been intentionally deleted.

3. This item has been intentionally deleted.

4. Real estate taxes and municipal charges which constitute liens but which are not yet due or payable.

5. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets, roads, and ways.

6. The exact acreage or square footage being other than as stated Schedule A or the plan(s) therein referred to.

7. Reservation of sewer and access easements in deed from the Town of Framingham to Stephen P. Mugar, et al, dated April 24, 1962, recorded in Book 10022, Page 167. (Note: Affects Easement Parcel Only)

8. Pole and wire easement granted to Boston Edison Company by instrument dated February 26, 1964, recorded in Book 10502, Page 205. (Note: Affects Easement Parcel Only)

9. Rights, restrictions, easements, covenants, terms and provisions set forth in Operating Agreement dated May 1, 1964, recorded with said Deeds in Book 10517, Page 131, as affected by First Amendment dated October 5, 1964, recorded with said Deeds in Book 10673, Page 258, Third Amendment dated July 29, 1965, recorded with said Deeds in Book 10888, Page 132, Fourth Amendment dated May 4, 1966, recorded in Book 11721, Page 59, as further affected by Assignment and Assumption of Operating Agreement between Federated Department Stores, Inc. and The May Department Stores Company dated April 30, 1988 and recorded in Book 19148, Page 481.

NOTE: The agreements referred above have been terminated in accordance with Section 10.4 (a) (i) of said Operating Agreement as evidenced by that Affidavit of Termination of Operating Agreement executed by Homart Development Co. as successor in interest to Sears, Roebuck and Co., dated September 22, 1993 and recorded with said Deeds as Instrument No. 372, effective as of December 31, 1993, excepting, however, the following provisions which have not been so terminated:

(i) all rights and privileges derived from, and all duties and obligations created or imposed by Sections 4.5 and 4.6 thereof shall not terminate prior to the expiration of the ninety (90) year

period beginning on the opening date (as defined in Section 3.2 thereof), unless sooner terminated by mutual agreement, and (ii) said Operating Agreement, as amended, and all of its provisions shall endure in perpetuity with respect to Parcel X (as defined in Section 2.5 thereof); as more particularly set forth in Section 10.4 (a) and (e) thereof, respectively.

10. Terms and provisions of Agreement on boundary line set backs between Sears Roebuck & Co. and the Town of Natick dated February 29, 1964, recorded in Book 10526, Page 228.(Note: Affects Easement Parcel Only)

11. Pole and line easement granted to New England Telephone & Telegraph Company by instrument dated July 2, 1964, recorded in Book 10626, Page 462.(Note: Affects Easement Parcel Only)

12. Access and utility easements and restrictions set forth in Article III of Assignment and Restrictions and Benefits Agreements between Sears Roebuck & Co. and Star Market Co. dated July 10, 1965, recorded in Book 10980, Page 301.

13. Non-access provisions of Order of Taking by the Commonwealth of Massachusetts for the layout of Worcester Street (Route 9) dated March 1, 1978 and recorded in Book 13398, Page 143.(Note: Affects Easement Parcel Only)

14. Reservation of 40 foot wide sewer and utility easement and 20 foot wide sewer easement set forth in deed from Continental Baking Co. to John T. Brenan et al dated January 6, 1965 and field as Document No. 422213; as affected by Release of Reserved Rights and Grant of Easement dated September 22, 1993 and filed on September 28, 1993 as Document No. 920093.(Note: Affects Easement Parcel Only)

15. Rights and easements in grant from Continental Baking Company to inhabitants of the Town of Framingham, dated April 23, 1962, recorded in Book 10022, Page 185.(Note: Affects Easement Parcel Only)

16. Inter-mall connector road easement contained in instrument entitled Grant of Easement from William C. Finard et als, Trustees of F & W Natick Mall Trust to the inhabitants of the Town of Natick dated June 13, 1985, recorded in Book 16300, Page 543.(Note: Affects Easement Parcel Only)

17. Water line easement set forth in Paragraph E of Reciprocal Easement Agreement dated October 26, 1989 by and between the Trustees of F&W Natick Mall Trust and Continental Baking Company, recorded in Book 20168, Page 583, filed as Document No. 809842, as affected by Assignment and Easement Agreement dated September 22, 1993, recorded on September 28, 1993 as Instrument No. 380.(Note: Affects Easement Parcel Only)

18. Grant of Easement dated December 17, 1990, from the Trustees of F&W Natick Mall Trust to Boston Edison company and New England Telephone and Telegraph Company, together with consents of the first and second mortgagees, all recorded with said Deeds in Book 21081, Page 27.

19. This item has been intentionally deleted.

20. Terms and provisions of Reciprocal Easement Agreement between Homart Development Co., May Centers Associates Corporation and The May Department Stores Company dated September 22, 1993, recorded and filed on September 28, 1993 as Instrument No. 379 and as Document No. 920095.

21. Right of Way referred to in Order of Taking by the Town of Framingham dated July 26, 1888 recorded in Book 1865, Page 243 and as disclosed by Filed Plan No. 37.

7. Reservation of sewer and access easements in deed from the Town of Framingham to Stephen P. Mugar, et al, dated April 24, 1962, recorded in Book 10022, Page 167. (Note: Affects Easement Parcel Only)

8. Pole and wire easement granted to Boston Edison Company by instrument dated February 26, 1964, recorded in Book 10502, Page 205. (Note: Affects Easement Parcel Only)

9. Rights, restrictions, easements, covenants, terms and provisions set forth in Operating Agreement dated May 1, 1964, recorded with said Deeds in Book 10517, Page 131, as affected by First Amendment dated October 5, 1964, recorded with said Deeds in Book 10673, Page 258, Third Amendment dated July 29, 1965, recorded with said Deeds in Book 10888, Page 132, Fourth Amendment dated May 4, 1966, recorded in Book 11221, Page 59, as further affected by Assignment and Assumption of Operating Agreement between Federated Department Stores, Inc. and The May Department Stores Company dated April 30, 1988 and recorded in Book 19148, Page 481.

NOTE: The agreements referred above have been terminated in accordance with Section 10.4 (a) (i) of said Operating Agreement as evidenced by that Affidavit of Termination of Operating Agreement executed by Homart Development Co. as successor in interest to Sears, Roebuck and Co., dated September 22, 1993 and recorded with said Deeds as Instrument No. 372, effective as of December 31, 1993, excepting, however, the following provisions which have not been so terminated:

(i) all rights and privileges derived from, and all duties and obligations created or imposed by Sections 4.5 and 4.6 thereof shall not terminate prior to the expiration of the ninety (90) year

period beginning on the opening date (as defined in Section 3.2 thereof), unless sooner terminated by mutual agreement, and (ii) said Operating Agreement, as amended, and all of its provisions shall endure in perpetuity with respect to Parcel X (as defined in Section 2.5 thereof); as more particularly set forth in Section 10.4 (a) and (e) thereof, respectively.

10. Terms and provisions of Agreement on boundary line set backs between Sears Roebuck & Co. and the Town of Natick dated February 29, 1964, recorded in Book 10526, Page 228.(Note: Affects Easement Parcel Only)

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13. Non-access provisions of Order of Taking by the Commonwealth of Massachusetts for the layout of Worcester Street (Route 9) dated March 1, 1978 and recorded in Book 13398, Page 143.(Note: Affects Easement Parcel Only)

14. Reservation of 40 foot wide sewer and utility easement and 20 foot wide sewer easement set forth in deed from Continental Baking Co. to John T. Brenan et al dated January 6, 1965 and field as Document No. 422213; as affected by Release of Reserved Rights and Grant of Easement dated September 22, 1993 and filed on September 28, 1993 as Document No. 920093.(Note: Affects Easement Parcel Only)

15. Rights and easements in grant from Continental Baking Company to inhabitants of the Town of Framingham, dated April 23, 1962, recorded in Book 10022, Page 385.(Note: Affects Easement Parcel Only)

16. Inter-mall connector road easement contained in instrument entitled Grant of Easement from William C. Finard et als, Trustees of F & W Natick Mall Trust to the inhabitants of the Town of Natick dated June 13, 1985, recorded in Book 16300, Page 543.(Note: Affects Easement Parcel Only)

17. Water line easement set forth in Paragraph E of Reciprocal Easement Agreement dated October 26, 1989 by and between the Trustees of F&W Natick Mall Trust and Continental Baking Company, recorded in Book 20168, Page 583, filed as Document No. 809842, as affected by Assignment and Easement Agreement dated September 22, 1993, recorded on September 28, 1993 as Instrument No. 380.(Note: Affects Easement Parcel Only)

18. Grant of Easement dated December 17, 1990, from the Trustees of F&W Natick Mall Trust to Boston Edison company and New England Telephone and Telegraph Company, together with consents of the first and second mortgagees, all recorded with said Deeds in Book 21081, Page 27.

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20. Terms and provisions of Reciprocal Easement Agreement between Homart Development Co., May Centers Associates Corporation and The May Department Stores Company dated September 22, 1993, recorded and filed on September 28, 1993 as Instrument No. 379 and as Document No. 920095.

21. Right of Way referred to in Order of Taking by the Town of Framingham dated July 26, 1888 recorded in Book 1865, Page 243 and as disclosed by Filed Plan No. 37.

22. Terms and provisions of lease to Sears, Roebuck and Co., a New York corporation, dated as of September 22, 1993, as evidenced by Memorandum of Lease dated as of September 22, 1993 and recorded on September 28, 1993 as Instrument No. 381.

23. Utility Easement Agreement dated August 30, 1993, made by Homart Development Co. in favor of Boston Edison Company and New England Telephone and Telegraph Company, recorded and filed on September 28, 1993 as Instrument No. 373 and as Document No. 920092.

24. Decision No. 890029 with Zoning Board of Appeals, dated July 19, 1989, recorded in Book 20058, Page 42, filed as Document No. 806334.

25. Notice of Variance issued by the Town of Natick dated May 29, 1968 and recorded in Book 11530, Page 347 and filed as Document No. 456440.

26. Notice of Variance issued by the Town of Natick dated June 20, 1972 and recorded in Book 12232, Page 90.

27. Order of Conditions (DEP File No. 233-119) under Massachusetts Wetlands Protection Act dated March 21, 1985, and recorded in Book 16273, Page 416.

28. Decision No. 890026 with the Zoning Board of Appeals dated August 11, 1989, recorded September 6, 1989 in Book 20058, Page 1 and filed as Document No. 806330.

29. Site Plan Approval and Special Permit Decision No. 5-89 by the Town of Natick, July 18, 1989, recorded in Book 20058, Page 11, filed as Document No. 806331.

30. Decision No. 890027 with the Zoning Board of Appeals, dated July 20, 1989, recorded in Book 20058, Page 22, filed as Document No. 806332.

31. Decision No. 890028 with the Zoning Board of Appeals, dated July 20, 1989, recorded in Book 20058, Page 32, filed as Document No. 806333.

32. Decision No 890030 with the Zoning Board of Appeals, dated July 19, 1989, recorded in Book 20058, Page 52, filed as Document No. 806335.

33. Decision No 890031 with the Zoning Board of Appeals, dated July 19, 1989, recorded in Book 20058, Page 62, filed as Document No. 806336.

34. Site Plan Approval and Special Permit - Decision 3-85, dated July 8, 1985 issued by the Natick Planning Board, recorded in Book 19655, Page 410, filed as Document No. 793295.

35. Order of Conditions (DEP File No. 233-96) under Massachusetts Wetlands Protection Act, dated May 2, 1983, recorded in Book 19655, Page 383 and in Book 19655, Page 394, filed as part of Document Nos. 793288 and 793289, as affected by successive one year Extension Permits, dated March 5, 1984 (recorded in Book 19655, Page 386 and Book 19655, Page 398, filed as part of Document No. 793288 and 793290), March 18, 1985 (recorded in Book 19655, Page 387 and Book 19655, Page 400, filed as part of Document No. 793288 and Document No 793291), February 24, 1986 (recorded in Book 19655, Page 388 and Book 19655, Page 402, filed as Document No. 793288 and as Document No. 793292), April 10, 1987 (recorded in Book 19655, Page 389 and Book 19655, Page 404, filed as part of Document No. 793288 and as Document No. 793293), May 11, 1988, (recorded in Book 19655, Page 391 and Book 19655, Page 407, filed as part of Document No. 793288 and as Document No. 793294), April 7, 1989 (recorded in Book 19981, Page 529, filed as Document No. 901749), June 7, 1990 (recorded with said Deeds in Book 20864, Page 330, and filed with said Registry District as Document No. 832614), April 3, 1991 (recorded with said Deeds in Book 21093, Page 269 and filed with said Registry District as Document No. 840803) April 10, 1992 (recorded with Said Deeds on June 2, 1992 as Instrument No. 1082 and filed as Document No. 871018).

36. Decision of the Town of Natick Board of Appeals (Case 920012-920014) recorded on June 2, 1992 as Instrument No. 1078, filed as Document No. 871014.

37. Decision of the Town of Natick Board of Appeals (Case 920010-920011) recorded on June 2, 1992 as Instrument No. 1079, filed as Document No. 871015.

38. Decision of the Town of Natick Planning Board (No. 3-92) recorded on June 2, 1992 as Instrument No. 1080, filed as Document No. 871016.

39. Decision of the Town of Natick Planning Board (No. 4 - 92) recorded on June 2, 1992 as Instrument No. 1081, filed as Document No. 871017.

40. Decision recorded on October 21, 1992 as Instrument No. 270 and filed as Document No. 884530.

41. Decision recorded on October 21, 1992 as Instrument No. 271 and filed as Document No. 884531.

42. Decision recorded on October 21, 1992 as Instrument No. 272 and filed as Document No. 884532.

43. Decision recorded on October 21, 1992 as Instrument No. 273 and filed as Document No. 884533.

44. Notice of Variance issued by the Town of Natick dated March 8, 1962 and recorded in Book 10011, Page 283.

45. Notice of Variance issued by the Town of Natick dated March 8, 1962 and recorded in Book 10011, Page 184.

46. Notice of Variance issued by the Town of Natick dated March 8, 1962 and recorded in Book 10011, Page 185.

47. Decision No. 890026, 27, 28 with the Zoning Board of Appeals dated July 20, 1989 recorded in Book 20147, Page 401.

48. Decision of the Town of Natick Board of Appeals (Case No. 920010-920011) dated April 28, 1992 and recorded at Book 22091, Page 11.

49. Decision of the Town of Natick Planning Board (No. 3-92) dated February 28, 1992 and recorded at Book 22091, Page 20.

50. Notice of Variance (Case No. 72-32) issued by the Town of Natick dated June 20, 1972 and recorded in Book 12232, Page 89.

EXHIBIT G

Form of Guaranty

GUARANTY OF LEASE

In order to induce GS PORTFOLIO HOLDINGS II, LLC, a Delaware limited liability company, as Landlord, whose business and mailing address is 110 North Wacker Drive, Chicago, Illinois 60606, Attn: Law/Leasing Department, to enter into that certain Lease dated _____, 2017, (hereafter called the "Lease") with Dave & Buster's of **Massachusetts, Inc.** a **Massachusetts** corporation , as Tenant, whose business and mailing address is 2481 Manana Drive, Dallas, Texas 75220 and as a material element of the consideration therefor, the undersigned (hereafter called the "Guarantor") hereby covenants and agrees as follows:

1. Guarantor does hereby guarantee the full, faithful and timely payment and performance by Tenant of all the payments, covenants and other obligations of Tenant under or pursuant to the Lease. If Tenant shall default at any time in the payment of any rent or any other sums, costs or charges whatsoever, or in the performance of any of the other covenants and obligations of Tenant, under or pursuant to the Lease, then Guarantor, at its expense, shall on demand of Landlord fully and promptly, and well and truly, pay all rent, sums, costs and charges to be paid by Tenant, and perform all the other covenants and obligations to be performed by Tenant under or pursuant to the Lease, and in addition shall on Landlord's demand pay to Landlord any and all sums due to Landlord, including (without limitation) all interest on past due obligations of Tenant, costs advanced by Landlord, and damages and all expenses (including attorneys' fees and costs), that may arise in consequence of Tenant's default. Guarantor hereby waives all requirements of notice of the acceptance of this Guaranty and all requirements of notice of breach or nonperformance by Tenant.

2. The obligations of Guarantor are independent of the obligations of Tenant. A separate action or actions may, at Landlord's option, be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any such action, and Guarantor may be joined in any action or proceeding commenced by Landlord against Tenant arising out of, in connection with or based upon the Lease. Guarantor waives any right to require Landlord to proceed against Tenant or pursue any other remedy in Landlord's power whatsoever, any right to complain of delay in the enforcement of Landlord's rights under the Lease, and any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant, or otherwise. If more than one guarantor executes this Guaranty, their obligations under this Guaranty shall be joint and several, and the release of one of such guarantors shall not release any other of such guarantors.

3. This Guaranty shall remain and continue in full force and effect and shall not be discharged in whole or in part notwithstanding (whether prior or subsequent to the execution hereof) any alteration, renewal, extension, holdover, modification, amendment or assignment of, or subletting, concession, franchising, licensing or permitting under, the Lease. Guarantor hereby waives notices of any of the foregoing, and agrees that the liability of Guarantor shall be based upon the obligations of Tenant set forth in the Lease as the same may be altered, renewed, extended, modified, amended or assigned; provided, however that if the Tenant is discharged under the Lease in connection with an assignment of the Lease by its terms, Guarantor shall be discharged without further act of Guarantor, Tenant or Landlord.

4. Guarantor's obligations hereunder shall remain fully binding although Landlord may have waived one or more defaults by Tenant, extended the time of performance by Tenant, released, returned or misapplied other collateral at any time given as security for Tenant's obligations (including other guaranties) and/or released Tenant from the performance of its obligations under the Lease.

5. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditors', receivership, bankruptcy or other proceedings, (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or any remedy for the enforcement of Tenant's said liability under the Lease, resulting from the operation of any present or future provision of the Bankruptcy Code or other statutes or from the decisions in any court, (c) the rejection or disaffirmance of the Lease in any such proceedings, (d) the assignment or transfer of the Lease by Tenant (unless Tenant is released by terms of the Lease in connection with such transaction), (e) any disability or other defense of Tenant, or (f) the cessation from any cause whatsoever of the liability of Tenant.

6. Until all of the covenants and conditions of the Lease on Tenant's part to be kept, performed, observed, or discharged are fully performed, observed or discharged, Guarantor (a) shall have no right of subrogation against Tenant by reason of any payments or acts or performance by Guarantor, in compliance with the obligations of Guarantor hereunder, (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder, and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

7. Any notice or demand to be given to or served under this Guaranty shall be in writing and shall be deemed to have been sufficiently given or served for all purposes (a) when hand-delivered to the address specified below, (b) when sent by facsimile transmission during normal business hours to the facsimile transmission number set forth below (with a backup copy sent the same day by a guaranteed overnight delivery service), or (c) three

(3) calendar days after being sent by United States registered or certified mail, postage prepaid, addressed as follows:

To Guarantor: Dave & Buster's, Inc.
2481 Manana Drive
Dallas, Texas 75220
Attn: Legal Department

8. This Guaranty may not be changed, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

9. This Guaranty shall be applicable to and binding upon the heirs, executors, administrators, representatives, successors and assigns of Landlord, Tenant and Guarantor. Landlord may, without notice, assign this Guaranty in whole or in part.

10. In the event that Landlord should institute any suit against Guarantor for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of Landlord hereunder, or should Guarantor institute any suit against Landlord arising out of or in connection with this Guaranty, or should either party intervene in any suit in which the other is a party, to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to the fees of its attorney(s) in the reasonable amount thereof, to be determined by the court and taxed as a part of the costs therein.

11. The unenforceability or invalidity of any provision herein contained as to any person or circumstances shall not render that provision unenforceable or invalid as to any other person or circumstances and all provisions of this Guaranty in all other respects shall remain valid and enforceable.

12. The execution of this Guaranty prior to execution of the Lease shall not invalidate this Guaranty or lessen the obligations of Guarantor hereunder.

13. This Guaranty shall be subject to the laws of the State of Massachusetts.

14. If more than one guarantor executes this Guaranty, this Guaranty may be executed in counterparts and each counterpart and all counterparts executed by a Guarantor shall be binding upon the person who shall have executed the same, notwithstanding that the other Guarantor is not signatory to the original or to the same counterpart and notwithstanding that any other Guarantor may not have executed any counterpart.

IN WITNESS HEREOF, Guarantor has executed this Guaranty this ... day of _____ 2017.

DAVE & BUSTER'S ENTERTAINMENT INC., a Delaware corporation

By: _____
Name: Jay L. Tobin
Its: Senior Vice President & General Counsel

Exhibit C-1
GUARANTY

In connection with the lease, dated _____, 2017 (the "**Lease**"), between **Dave & Buster's of Massachusetts, Inc.**, a Massachusetts corporation, as "**Tenant**", and **CS Portfolio Holdings II, LLC**, a Delaware limited liability company, as "**Landlord**", for premises located at Space 3201 at **Natick Mall** in the County of Middlesex, City of Natick, State of Massachusetts (the "**Shopping Center**"), **GGP Nimbus, LP**, a Delaware limited partnership having an address at 110 North Wacker Drive, Chicago, Illinois 60606 ("**Guarantor**"), hereby unconditionally and irrevocably guarantees (i) the complete and timely payment by Landlord (or any successors to Landlord) to Tenant of the Construction Allowance referred to in Reference Provision 1.18 of the Lease, when such amounts become due and payable, and (ii) performance of Landlord's Work by Landlord in accordance with the terms and provisions of the Lease, without regard to the enforceability or validity of the Lease, or any part thereof, or any disability of Landlord. To the extent Landlord's lender forecloses on the Shopping Center and elects to terminate the Lease prior to the date possession of the Leased Premises is delivered to Tenant (and provided that Tenant has not terminated the Lease in accordance with the terms of the Lease), Guarantor shall reimburse Tenant for its reasonable, verifiable third party out-of-pocket costs incurred by Tenant in connection with this Lease, not to exceed $250,000.00, plus any actual out-of-pocket permit and governmental plan review fees paid by Tenant within thirty (30) days of the date such costs are submitted by Tenant to Landlord with reasonable supporting documentation (which submittal shall be made by Tenant within sixty (60) days of the date that Landlord's lender terminates the Lease (the "Reimbursement Obligation"). Guarantor's obligations under the Reimbursement Obligation shall terminate on the date possession of the Leased Premises is delivered to Tenant by Landlord. Notwithstanding the foregoing, the Guarantor's obligations under (i) and (ii) above of this Guaranty shall terminate upon Landlord's timely payments of all sums due under Reference Provision 1.18 of this Lease and completion of Landlord's Work under the Lease.

This Guaranty is an absolute, primary and continuing guaranty of payment. Guarantor shall be primarily liable, jointly and severally, with Landlord. Guarantor waives any right to require Tenant to (a) join Landlord with Guarantor in any suit arising under this Guaranty; or (b) pursue or exhaust any other remedy in Tenant's power. Any part payment by Landlord or other circumstance that operates to toll any statute of limitations as to Landlord shall operate to toll the statute of limitations as to Guarantor. Guarantor hereby waives all presentments, demands for payment or performance, notices of nonperformance, protests, notices of protest, dishonor and notices of acceptance of this Guaranty. The liability of Guarantor under this Guaranty will not be affected by (i) the release or discharge of Landlord from, or impairment, limitation or modification of, Landlord's obligations under the Lease in any bankruptcy, receivership, or other debtor relief proceeding, whether state or federal and whether voluntary or involuntary; or (ii) the rejection or disaffirmance of the Lease in any such proceeding; or (iii) the consent by Landlord to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official of Landlord or for any substantial part of its property; or (iv) any assignment by Landlord for the benefit of creditors; or (v) the failure of Landlord generally to pay its debts as such debts become due, or (vi) the taking of corporate action by Landlord in the furtherance of any of the foregoing.

Upon any breach or default by Landlord under the Lease with respect to payment of the Construction Allowance, Tenant may proceed immediately against Landlord and/or Guarantor to enforce any of Tenant's rights or remedies against Landlord or Guarantor pursuant to this Guaranty, the Lease, or at law or in equity. This Guaranty shall not be released, modified or affected by any failure or delay by Tenant to enforce any of its rights or remedies under the Lease, this Guaranty, at law or in equity. Guarantor shall pay to Tenant all costs incurred by Tenant in enforcing this Guaranty (including, without limitation, reasonable attorneys' fees and expenses). This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor and shall inure to the benefit of Tenant's successors and assigns.

GUARANTOR:

GGP Nimbus, LP, a Delaware Limited Partnership
By: GGP Operating Partnership, LP, its general partner
By: GGP Real Estate Holding II, Inc., its general partner

By: _____
Authorized Signatory

EXHIBIT H

Form Memorandum of Lease

This Instrument Prepared By:
David Allswang, Esq.
c/o Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, IL 60603

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into effective the _____ day of _____, 2016 by and between GS PORTFOLIO II, LLC., a Delaware limited liability company ("Landlord"), whose address is 110 North Wacker Drive, Chicago, Illinois 60606, Attn: Law/Leasing and Operations Department, and Dave & Buster's of Massachusetts, Inc., a Massachusetts corporation("Tenant"), whose address is 2481 Manana Drive, Dallas, TX 75220.

WITNESSETH:

WHEREAS, Landlord has leased certain real property located in Natick, Massachusetts, as further described in Exhibit "A", attached hereto and made a part hereof (the "Demised Premises"), to the Tenant pursuant to a Lease dated as of _____, 2017, which is incorporated herein by reference as if appearing in full (the "Lease"); and

WHEREAS, the parties wish to provide record notice of certain of the terms and conditions of the Lease.

NOW, THEREFORE, Landlord and Tenant do hereby state the following:

1. Lease of the Demised Premises. Landlord does hereby lease the Demised Premises to the Tenant, and the Tenant hereby leases the Demised Premises from Landlord, upon the terms and conditions stipulated in the Lease.

2. Term. The initial term of this Lease is fifteen (15) full Lease Years following the Partial Lease Year commencing on the Rental Commencement Date, as defined in the Lease, unless extended or sooner terminated as provided by the Lease.

3. Option to Extend. The terms of the Lease provide Tenant with two (2) optional term extensions of five (5) years each.

4. Binding Effect. The Lease and this Memorandum shall inure to the benefit of and shall be binding upon the Landlord, its successors and assigns, and upon the Tenant and its permitted successors and assigns.

5. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, or overnight mail or courier addressed as follows:

To Landlord:	GS PORTFOLIO II, LLC 110 North Wacker Drive Chicago, Illinois 60606 Attn: Law Leasing and Operations Department
To Tenant:	Dave & Buster's of Massachusetts c/o Dave & Buster's Inc. 2481 Manana Drive Dallas, TX 75220 Attn: General Counsel

The Landlord or Tenant may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

6. Conflict. In the event of a conflict between the terms and provisions of this Memorandum and the Lease, the Lease shall govern and control.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Memorandum as of the date and year first above written.

TENANT:

Dave & Buster's of Massachusetts, Inc.,
a Massachusetts corporation

By: _____
Jay L. Tobin, Vice President

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Jay L. Tobin, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Vice President of Dave & Buster's of Massachusetts, Inc.., a __ Massachusetts corporation, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such Vice President.

Witness my hand and seal, at office, this ___day of _____, 2017.

_____
Notary Public
My Commission Expires: _____

LANDLORD:

GS PORTFOLIO II, LLC,
a Delaware limited liability company

By: GGP-SRC Member, LLC, its managing member

By: _____
Authorized Signatory

By: _____
Authorized Signatory

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared _____,with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Authorized Signatory of GS PORTFOLIO II, LLC, a Delaware limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Authorized Signatory.

Witness my hand and seal, at office, this _____ day of _____, 2017.

_____
Notary Public

Exhibit A
Legal Description

Beginning at the Northeast corner of the parcel, at a point that is located S64°47'22"E and 271.96 feet distant from a highway bound located at Speen Street; thence running S02°57'49"E 226.51 feet to a point; thence running N 87°02'11"E 60.00 feet to a point; thence running S02°57'49"E 67.70 feet to the Southeast corner; thence running S87°02'11"W 191.09 feet to a corner; thence running S02°57'49"E 8.00 feet to a corner; thence running S87°02'11"W 118.50 feet to a corner; thence running N02°57'49"W 8.00 feet to a corner; thence running S87°02'11"W 72.62 feet to the Southwest corner; thence running N02°57'49"W 241.51 feet to a corner; thence running S87°02'11"W 0.58 feet to a corner; thence running N02°57'49"W 52.70 feet to the Northwest corner; thence running N87°02'11"E 73.20 feet to a corner; thence running N02°57'49"W 8.00 feet to a corner; thence running N87°02'11"E 118.50 feet to a corner; thence running S02°57'49"E 8.00 feet to a corner: thence running N87°02'11"E 31.24 feet to a corner; thence running N02°57'49"W 2.50 feet to a corner; thence running N87°02'11"E 42.10 feet to a corner; thence running S02°57'49"E 2.50 feet to a corner; thence running N87°02'11"E 57.75 feet to the point of beginning. Said parcel contains an area of 2.32 acres more or less and is more particularly shown and described on a plan entitled: "Sears Roebuck Lease Plan of Land at Natick Mall in Natick, Mass., Date: July 16, 1993, Scale 100 ft. to an inch, Prepared by Guerriere & Halnon, Inc., Prepared for Homart Development Company." Revised: September 17, 1993. Together with those certain non-exclusive easements, appurtenant to the demised premises, granted by the aforesaid lease and defined therein in Section One (b) in, over, across, and under the land therein described.

Exhibit L-W

Landlord's Work

LANDLORD'S WORK
[Elevated Structural Slab]

For
Dave & Busters

I. LANDLORD SCOPE:

Landlord shall deliver the Premises as part of the base building in an "empty shell" to Tenant, per the following specifications and the Lease Outline Drawings ("LOD").

All utilities shall be delivered stubbed to a mutually agreeable location at the Premises. Tenant to provide final approved utility stub-in locations at the completion of LL Design Development Phase documents.

A. Structure: A structurally sound and watertight building shell in accordance with Landlord's base building construction documents and meeting all Massachusetts energy and building code requirements.

B. Floor System: Landlord has to confirm that Existing Slab has a Live Load Capacity of or larger than 100 lbs/sqft

C. Storefronts: Landlord agrees to build the façade consisting of framing, glazing, doors, insulation, finishes, and parapets/cornices. Tenant's storefront(s) will be provided similar to a typical Dave & Busters Storefront as agreed to by the Tenant and as approved by landlord and authorities having jurisdiction (AHJ). Tenant shall be responsible to provide and install all signage, associated anchorage and/or blocking to make a complete signage installation. Tenant is responsible for the proper structural design and support for all such elements. Signs, permits and related or resulting construction shall be Tenant's responsibility. Tenant shall provide preliminary exterior elevation concept drawings indicating the proposed tenant improvement for the Leased Premises. These drawings are required for confirmation and coordination with Landlord's scope of work for base building construction. The Tenant's preliminary concept drawings shall consist of, but not be limited to, schematic architectural floor plan, storefront elevation, color and material samples and color rendering. (Should we define a timeframe for the elevation drawings?)

D. Interior Storefronts: Landlord provides neutral surfaces or structural columns at or near the lease line separating Tenant storefront construction from another adjacent space. Tenant shall be solely responsible for the repair of damage it caused to Landlord's finish material or adjacent tenant storefronts.

E. Demising Walls:

a. 6" light gauge metal studs as required by code only are provided between Tenants and will be centered on the lease line of the Leased Premises in accordance with the Landlord's shell construction documents submitted for building permit.

b. Metal studs will be extended from concrete slab to the underside of the deck or structure and be plumb to industry standards.

c. Landlord will furnish and install drywall on the opposite side of D&B at partitions dividing the Leased Premises from adjacent service corridors or other lease space. *(We assume D&B want the walls open to do their TI work?)*

F. Clear Heights: Existing to remain "as-is"

G. Roof Structural Strength: In addition to normal roof loading (i.e. HVAC units, roof compressor, live loads, incidental MEP loads, etc.) roof to support items to be suspended below structure as typically found in a Dave & Buster's (i.e. – Kitchen Hoods, domes over bars, soffits,etc.)

H. Roofing System: Existing to remain "as-is".

I. Insulation: All exterior walls shall meet Massachusetts Energy Code.

J. Common Facilities: All site-related hardscape, landscaping, amenities, lighting, parking (specifically including the parking structure serving the Leased Premises) and trash enclosures are existing and to remain "as-is". Notwithstanding anything to the contrary, the Common Area/Joint Use Area portion of Landlord's Work, if any, will not be completed at the time of turnover of the Leased Premises to Tenant. Only that portion of such Common Area/Joint use Area Landlord Work necessary to allow Tenant, its contractor, sub-contractor access to the Leased Premises to perform Tenant's Work will be completed upon turnover of the Leased Premises to Tenant.

K. HVAC: Landlord, at its sole expense, shall exclusively furnish and install HVAC Rooftop Units for the Leased Premises including, but not limited structural support, HVAC equipment, *gas*

piping, condensate piping, electrical wiring and conduit ***(routed from RTU to above tenant electrical room, terminate in junction box with 20' additional wire for extension and final termination to tenant panel. final termination including wire and conduit from junction box to tenant panel by landlord),*** Landlord will provide the following:

a. ***HVAC: Landlord to provide and install new HVAC units with full-size of unit connection duct drops to 12" below roof deck.***
   i. Supply Air:78,000 – 88,000 CFM supply
   ii. Air based upon 400 CFM / ton

b. Cooling Tons:
   i. 180-220 tons ***estimated*** based upon gas heat package rooftop units. Landlord will provide the required amount of cooling tons as required in the HVAC Plan, provided by Tenant engineer during Lease negotiations. This total may be more or less than the estimated amount.

~~c. 180-220 tons estimated based upon chilled water[condenser water] fan coil units]heat pumps]. Landlord will provide the estimated 432-528 gpm capacity based on 10 degree delta T with no glycol added for chilled water[estimated 540-660gpm capacity for condenser water based on a 10 degree delta-T]. For a chilled water system, heating capacity shall be adequate for D&B needs and if electric heat, tenant engineer shall review electrical service requested for adequateness. [For a Condenser water system, condenser water must be from a closed loop system or be adequately maintained by landlord to avoid clogging of tenant equipment, piping and valves.] Landlord to provide a system that is available for cooling 365 days a year, 24 hrs a day and 7 days a week.~~

d. Ventilation shall be provided per code requirements included that of economizer cycle if required by local energy code. Landlord shall provide adequate shaft and/or louver space to allow tenant's kitchen and other exhaust and kitchen ventilation requirements. Adequate roof space shall be provided for tenant's equipment. Tenant engineer to coordinate required equipment. Massachusetts conforms to the 2015 IECC as of January 2, 2017.

L. Exhaust Air: Provide roof openings, structural support and settings of the curbs, curbs furnished by Tenant and installed by Landlord, for Tenant's exhaust panels per Tenant requirements (list below is a minimum numbers of penetrations, final number of penetrations will be provided upon completion of design documents): (tenant to provide all requirements, equipment, verifications of opening sizes and locations at the completion of LL Design Development phase documents).

M.

a. Above Kitchen – 6 Grease Exhaust sizes vary 32"x32" max opening.
b. Above dishwasher exhaust 20"x20" max opening.
c. Above Public Toilets: One exhaust 23"x23" max opening.
d. Above janitors closet: one exhaust 18"x18" max opening.
e. Above electrical room: one exhaust 23"x23" max opening.
f. Above Kitchen – two make-up air openings 22"x26" max opening.
g. Above Mechanical Room: two WH flues 8" round.

Provide final opening locations and curb sizes based on roof plan and cut sheets provided by Tenant engineer. (Opening locations and curb sizes will be based upon tenant provided information at the completion of LL Design Development phase.)

N. Electrical at Delivery: Landlord's will provide a 200 A, 120/208 V panel in the premises for temporary electricity to the Premises. Tenant shall pay for usage and remove temporary electrical service once permanent power is connected.

O. Electrical Post Possession: Will provide five (5) empty 3" electrical conduits, with pull string from Landlord's main switchgear ***room to a point within the Leased Premises designated by Tenant.*** A meter base (for separately metered service) or fusible switch or circuit breaker (for master metered service) will be furnished at Landlord's main switchgear for Tenant use, which equipment shall be located the Leased Premises. Electrical service will be 3-phase, 4-wire, 1,600 amp 277/480v. Landlord will not provide conductor wiring. Landlord shall provide permanent electrical service to the space no later than 8 weeks after delivery of premises. As Landlord is not providing the permanent the secondary conductors, the permanent electrical service would be having the utility transformer located and installed plus the main switchgear in place. Landlord shall pay for all utility permit, meter and assessment fees. ***Landlord shall provide utility electric meter/sub-meter as required.***
(Tenant shall provide final information and locations at the completion of LL Design Development phase.)

See attached matrix.

P. Domestic Water: Will provide one (1) 3-inch domestic water supply line at 8 FPS with capped valve to a point within the Leased Premises ***designated by Tenant.*** Water service shall be sized to accommodate a capacity of 135 GPM. Minimum water pressure to be provided shall be 68PSI

to leased premises. Reading shall be taken after backflow and meter. Landlord shall pay for all utility permit, meter and assessment fees. ***Landlord shall provide utility water meter/sub-meter as required with associated backflow preventer approved by local AH.I.***

(Tenant shall provide final information and locations at the completion of LL Design Development phase.)

Q. Sanitary: Will provide one (1) 6-inch ***or (2) 4-inch*** diameter sanitary connection to a point within the Leased Premises that Tenant designates. Minimum invert shall be of adequate depth designated by Tenant engineer. Routing of sanitary piping and allowance of multiple penetrations in tenant spaces on level below shall be permitted and coordinated by tenant engineer with Landlord. Landlord will furnish and install a ***minimum of two 4"*** capped sanitary vent stub from the roof to a point ***near within the restroom and kitchen footprints of D&B's*** Leased Premises for Tenant use. Landlord shall pay for all utility permit, meter and assessment fees.

(Tenant shall provide final information and locations at the completion of LL Design Development phase.)

R. Gas: Service at main distribution point will be at a commercial pressure of ***2-5psi.*** Landlord will provide one (1) gas line ***to a point within the Leased Premises designated by Tenant of adequate size for tenant's gas load and approved by tenant engineer***. Landlord shall pay for all utility permit, meter and assessment fees. ***Landlord shall provide utility gas meter/sub-meter as required.***

(Tenant shall provide final information and locations at the completion of LL Design Development phase.)

S. Fire Protection: Sprinkler spacing shall meet FM Global and NFPA requirements ***with a minimum*** density ***of*** 0.20 GPM over 2,500 SQ FT plus hose allowance ***to meet FM Global HC-2 design criteria. Sprinklers shall have a minimum K-Factor of 8.0 per FM Global HC-2 design criteria. Where 5.6K sprinklers are installed, these shall be replaced with 8.0K sprinklers in all HC-2 areas within the Leased Premises. All components of the fire alarm and sprinkler system shall be FM Approved.*** Fire Line: Where a new fire service line is required: 8" underground fire entry shall be provided unless adequate pressure allows a 6" underground fire service line be installed. ***Where an existing sprinkler system is in place, sprinkler system within Leased Premises shall be separated from all other tenant spaces and landlord areas. Landlord shall provide a minimum 6" main stubbed into Leased Premises for use by Tenant only. This main shall be equipped with all applicable control valves for tenant separation where allowed by the AHJ.***

T. Communications: Will provide (2) empty 2-inch conduit with pull string from Landlord's telephone/communications distribution point to a point within the Leased Premises designated by Tenant.

(Tenant shall provide final information and locations at the completion of LL Design Development phase.)

U. Structural Column Grid: Existing structural grid to remain "as-is".

V. Service Yard: Landlord shall provide an outside enclosed area for Tenant use with room for one (1) trash compactor and delivery entrance. ***If trash compactor is shared, Landlord to provide trash compactor and all facilities required to operate compactor such as power, drains, etc.***

W. Refrigeration: Provide one (1) Cold Zone Compressor Roof Curbs, 6'-0"x8'-0" and one (1) Ice Machine Condenser Roof Curb, 18'-4" x 2'-1". Provide two roof jack openings for refrigeration piping, 9-1/2"x33-1/2" are required for each opening. ***Final size and location to be approved by tenant.***

(Tenant shall provide final information and locations at the completion of LL Design Development phase.)

X. Grease Waste: Landlord to install a grease waste line sized based off tenant's fixture count. ***Minimum size 4".***

Y. Grease Trap: Landlord to furnish and install a dedicated grease trap(s) sufficient to handle Tenant's uses. Tenant prefers (2) Schier GB-250 interceptors in series or plastic interceptor if Schier is not approved by applicable code. If plastic interceptors are not approved with applicable code than an allocation of at least the great of (i) the capacity required by applicable

code or (ii) 5,000 gallons, and/or interceptors system(s) and devices at the lower level. Tenant engineer to approve.-

Preferred to have dedicated, if common is the only option:

Grease Trap: Landlord to furnish and install a common grease trap(s) sufficient to handle Tenant's and other tenants uses, with an allocation of at least the great of (i) the capacity required by applicable code or (ii) 5,000 gallons, and/or interceptors system(s) and devices at the lower level.

(Tenant shall provide final information and locations at the completion of LL Design Development phase.)

Z. Additional Service/Exit Doors: Furnish and install all service and/or exit doors and frames and hardware servicing the Leased Premises as required by building code, subject to landlord approval. Landlord shall provide all egress paths & Exits required to meet the Occupancy Load Exiting by local jurisdiction.

AA. Access: Landlord shall provide access to all areas, whether in Common Areas/Joint Use Areas or other tenant spaces, necessary for Tenant to complete the Tenant's Work (specifically including access from the space below the Premises for the installation of plumbing/floor drains) at no cost or expense to Tenant.

BB. CO2 & Grease Recycling ports: Landlord to provide access to a CO2 & Grease Recycling ports by Service providers truck at a location mutually agreed on the outside of the building. Ports shall be located within the limits of the required manufacturer's guidelines.

(Tenant shall provide final information, specifications and locations at the completion of LL Design Development phase.)

EXHIBIT S
Form of SNDA

1. **THIS AGREEMENT** is made and entered into as of the date set forth below by and between Dave & Buster's of Massachusetts, Inc., a Massachusetts corporation ("**Tenant**"), GS Portfolio Holdings II, LLC, a Delaware limited liability company ("**Landlord**") and _____ _____ ("**Lender**"), as follows:

RECITALS

2. A. Lender is the holder of a Mortgage, Deed of Trust or Deed to Secure Debt (the "**Security Instrument**"), which secures or will secure one or more Notes in the aggregate original principal amount of $_____. The Security Instrument and any other security instruments, executed by the Landlord in favor of Lender, encumber Landlord's fee title or, if applicable, leasehold interest in the real property, together with the buildings and improvements on that property, described as "Exhibit A", which is attached to this document (the "**Property**"); and

3. B. Tenant is the holder of a lease (the "**Lease**") dated _____, _____ from Landlord (the "**Lease**") covering certain premises more particularly described in the Lease (referred to later as the "**Leased Premises**"); and

4. C. Tenant, Landlord and Lender desire to confirm their understanding with respect to the Lease and the Security Instrument;

5. **NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this instrument, Tenant, Landlord and Lender agree and covenant as follows:

6. Now and at all times in the future, the Lease and the rights of the Tenant thereunder shall be subject and subordinate to the Security Instrument, and to all renewals, modifications or extensions of that Security Instrument. However, such renewals, modifications and extensions shall be subject and entitled to the benefits of the terms of this Agreement. Lender acknowledges and agrees that Tenant (or its subtenants) have installed or will install certain signs, furnishings, trade fixtures, inventory, equipment and other property (the "**Trade Fixtures**"). Lender covenants and agrees that it has no interest and waives any interest in the Trade Fixtures, or any insurance proceeds or condemnation proceeds or payments, payable in connection therewith, it being expressly understood that the Trade Fixtures shall remain the property of Tenant or its subtenant, which shall not be subject to any lien or security interest of lender against the Leased Premises or other property.

7. So long as Tenant is not in default in the payment of rent or in Tenant's performance of any of the terms, covenants or conditions of the Lease (beyond any notice period and any period given Tenant to cure such default):

8.

a) Lender shall not diminish nor interfere with Tenant's possession of the Leased Premises, or Tenant's rights and privileges under the Lease or lease renewals, modifications or extensions that may be affected in accordance with any options set forth in the Lease.

b) Tenant's occupancy of the Leased Premises shall not be disturbed, affected or impaired by Lender during the term of the Lease or any such renewals, modifications or extensions of the Lease.

9.

c) Tenant, or any leasehold mortgagee of Tenant ("**Tenant's Mortgagee**") shall not be named or joined in any action or proceeding brought by lender to enforce any of its rights in the event of default under the Note, Security Instrument, unless such joinder be required by law for effecting those remedies available under the security instruments. Such joinder would ONLY be for the purposes of effecting those remedies, but not for the purpose of terminating the Lease or affecting Tenant's right to possession.

10.

11. Subject to the terms of this Agreement, if the interests of Landlord shall be transferred to and owned by Lender or any other person or entity ("**New Owner**") by reason of foreclosure or

other proceedings or by any other manner, and New Owner succeeds to the interests of the Landlord under the Lease, Tenant shall be bound to New Owner under all of the terms, covenants and conditions of the Lease for the balance of the term remaining and for any extensions or renewals which may be effected in accordance with any option granted in the Lease, with the same force and effect as if New Owner had been the original Landlord under the Lease. Tenant agrees to attorn to New Owner as its Landlord, such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties to this Agreement immediately upon New Owner succeeding to the interest of the Landlord under the Lease. The respective rights and obligations of Tenant and New Owner upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth in the Lease as if New Owner was originally a party to the Lease. The parties intent is to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length in this Agreement.

11.

12. During the period of New Owner's ownership of Landlord's interest in the Lease, Tenant and Tenant's Mortgagee shall have the same remedies against New Owner for the breach of an agreement contained in the Lease that Tenant and Tenant's Mortgagee would have had against the Landlord if New Owner had not succeeded to Landlord's interest; provided, however, that even though provisions in the Lease may be to the contrary, New Owner shall not be:

(a) liable for any act, obligation omission or default of any prior landlord arising under the Lease (including the Landlord), except where such act, obligation, omission or default (i) is continuing at the time New Owner acquires possession of the Leased Premises and New Owner fails to cure such default after receiving notice thereof or (ii) arises after New Owner has taken possession of the Property;

(b) subject to any offsets, defenses or counterclaims which Tenant may have against any prior landlord arising under the Lease (including the Landlord), except where such offsets or defenses (i) arise out of a default of a prior landlord which is continuing at the time (whether a monetary or non-monetary default) New Owner acquires possession of the Leased Premises and New Owner fails to cure such default after receiving notice thereof or (ii) arise after New Owner has taken possession of the Property;

(c) bound by any payment of rents or additional rent which Tenant might have paid more than one (1) month in advance (unless otherwise required by the Lease);

(d) bound by any amendment or modification of the Lease made without its consent to the extent its consent was required pursuant to the terms of the Security Instrument or any related loan agreement;

(e) obligated to make any payment to Tenant, including any tenant allowance, which any previous landlord was required to make before New Owner succeeded to the Landlord's interest, provided that neither the foregoing nor anything else to the contrary contained herein shall limit any offset rights specifically set forth in the Lease which Tenant may have with respect to such payments; or

(f) liable for any security deposited under the Lease unless such security has been physically delivered to New Owner.

13. Tenant shall, until the Security Instrument is released by Lender, promptly notify Lender of any default, act or omission of Landlord which would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate the Lease or to claim a partial or total eviction or to offset rent due thereunder ("**Landlord Default**"). In the event of a Landlord Default, the Tenant shall not exercise any rights available to it until Tenant has given (A) written notice of such Landlord Default to Lender and (B) the opportunity to cure such Landlord Default within the time periods provided for cure by landlord, measured from the time notice is given to Lender. Except as provided in paragraphs 2 and 3 above, Tenant acknowledges that Lender is not obligated to cure any Landlord Default but, if Lender elects to do so, Tenant agrees to accept cure by lender as that of Landlord under the Lease and will not exercise any right or remedy under the Lease for a Landlord Default. Performance

rendered by lender of Landlord's behalf is without prejudice to Lender's rights against Landlord under the Security Instrument or any other documents executed by Landlord in favor of Lender in connection with the Loan. Lender's cure of Landlord's default shall not be considered an assumption by Lender of Landlord's other obligations under the Lease.

14. The terms "holder of a mortgage" and "Lender" or any similar term in this document or in the Lease shall be deemed to include Lender and any of its successors or assigns, including anyone who shall have succeeded to Landlord's interests by, through or under foreclosure of the Security Instrument, or by deed in lieu of such foreclosure or otherwise.

15. The Landlord has assigned or will assign to Lender all of Landlord's right, title and interest in the Lease in the Security Instrument. In accordance therewith, upon notification by the Lender to the Landlord and the Tenant, the Landlord HEREBY IRREVOCABLY AUTHORIZES AND DIRECTS the Tenant and the Tenant agrees to pay any payments due under the terms of the Lease to the Lender. Such payments shall constitute payments under the terms of the Lease and Landlord shall have no claim against Tenant by reason of such payments made to Lender. Neither the Rent Assignment nor its implementation shall diminish any obligation of the Landlord under the Lease or impose any such obligations on the Lender.

16. All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, or (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, and by telecopier (with answer back acknowledged), or (c) electronic mail (provided, however, any notice by electronic mail will be deemed effective as of the date that the sender receives a response from any one required recipient, or from an employee or representative of the Party receiving notice on behalf of such Party, acknowledging receipt (which response may not be an automatic computer-generated response)) addressed as follows (or at such other address and person as shall be designated from time to time by any party hereto, as the case may be, in a written notice to the other parties hereto in the manner provided for in this Section):

If to Tenant:

_____
_____
_____
_____

If to Landlord:

_____
_____
_____
_____

If to Lender:

_____
_____
_____
_____

17. This Agreement may not be modified, except by a written agreement signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. This Agreement is the entire agreement between the parties relating to the subordination and nondisturbance of the Lease, and supersedes and replaces all prior discussions, representations and agreements (oral and written) with respect to the subordination and nondisturbance of the Lease. This Agreement controls any conflict between the terms of this Agreement and the Lease. This Agreement shall be governed by the laws of the State in which the Property is located (without giving effect to its rules governing conflicts of laws). Any provision of this Agreement which is determined by a government body or court of competent jurisdiction to be invalid,

unenforceable or illegal shall be ineffective only to the extent of such holding and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.

18. Notwithstanding anything to the contrary contained in the Lease or in this Agreement, in the event that Lender shall acquire title to the Leased Premises, Lender shall have no obligation, nor incur any liability, beyond Lender's interest, if any, in the Property. Tenant shall look exclusively to such interest of Lender, if any, in the Property for the payment and discharge of any obligations imposed upon Lender under this Agreement or under the Lease and Lender is hereby released or relieved of any other liability under those documents. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Lender, Tenant shall look solely to the estate or interest owned by Lender in the Property and Tenant will not collect or attempt to collect any such judgment (i) from any officer, director, shareholder, partner, employee, agent or representative of Lender or (ii) out of any assets of Lender other than Lender's estate or interest in the Property or the proceeds from the sale of the estate or interest. If Lender succeeds to the position of Landlord, Lender shall be liable to Tenant under the Lease in accordance with the terms hereof only for matters arising during Lender's period of ownership of the Property, and such liability shall terminate upon the transfer by Lender of its interest in the Lease and the Property and the assumption of such liability by Lender's transferee.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute and be construed as one and the same instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, THIS Agreement is executed this _____ day of _____, _____.

"LENDER"

_____

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that he is the _____ of _____, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(seal)

_____
NOTARY PUBLIC.

My appointment expires _____

"TENANT"

Dave & Buster's of Massachusetts, Inc., a Massachusetts corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, ____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that he is the _____ of _____, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(seal)

_____
NOTARY PUBLIC.

My appointment expires _____

"LANDLORD"

GS Portfolio Holdings II,
LLC, a Delaware limited liability company

GS Portfolio Holdings II, LLC

By: GGP-SRC Member, LLC, its managing member

By: _____
Authorized Signatory

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, ____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that he is the _____ of _____, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(seal) _____
NOTARY PUBLIC.

My appointment expires _____

Exhibit A
Legal Description

Beginning at the Northeast corner of the parcel, at a point that is located S64°47'22"E and 271.96 feet distant from a highway bound located at Speen Street; thence running S02°57'49"E 226.51 feet to a point; thence running N 87°02'11"E 60.00 feet to a point; thence running S02°57'49"E 67.70 feet to the Southeast corner; thence running S87°02'11"W 191.09 feet to a corner; thence running S02°57'49"E 8.00 feet to a corner; thence running S87°02'11"W 118.50 feet to a corner; thence running N02°57'49"W 8.00 feet to a corner; thence running S87°02'11"W 72.62 feet to the Southwest corner; thence running N02°57'49"W 241.51 feet to a corner; thence running S87°02'11"W 0.58 feet to a corner; thence running N02°57'49"W 52.70 feet to the Northwest corner; thence running N87°02'11"E 73.20 feet to a corner; thence running N02°57'49"W 8.00 feet to a corner; thence running N87°02'11"E 118.50 feet to a corner; thence running S02°57'49"E 8.00 feet to a corner; thence running N87°02'11"E 31.24 feet to a corner; thence running N02°57'49"W 2.50 feet to a corner; thence running N87°02'11"E 42.10 feet to a corner; thence running S02°57'49"E 2.50 feet to a corner; thence running N87°02'11"E 57.75 feet to the point of beginning. Said parcel contains an area of 2.32 acres more or less and is more particularly shown and described on a plan entitled: "Sears Roebuck Lease Plan of Land at Natick Mall in Natick, Mass., Date: July 16, 1993, Scale 100 ft. to an inch, Prepared by Guerriere & Halnon, Inc., Prepared for Homart Development Company." Revised: September 17, 1993. Together with those certain non-exclusive easements, appurtenant to the demised premises, granted by the aforesaid lease and defined therein in Section One (b) in, over, across, and under the land therein described.

EXHIBIT T
Tax Parcel Map

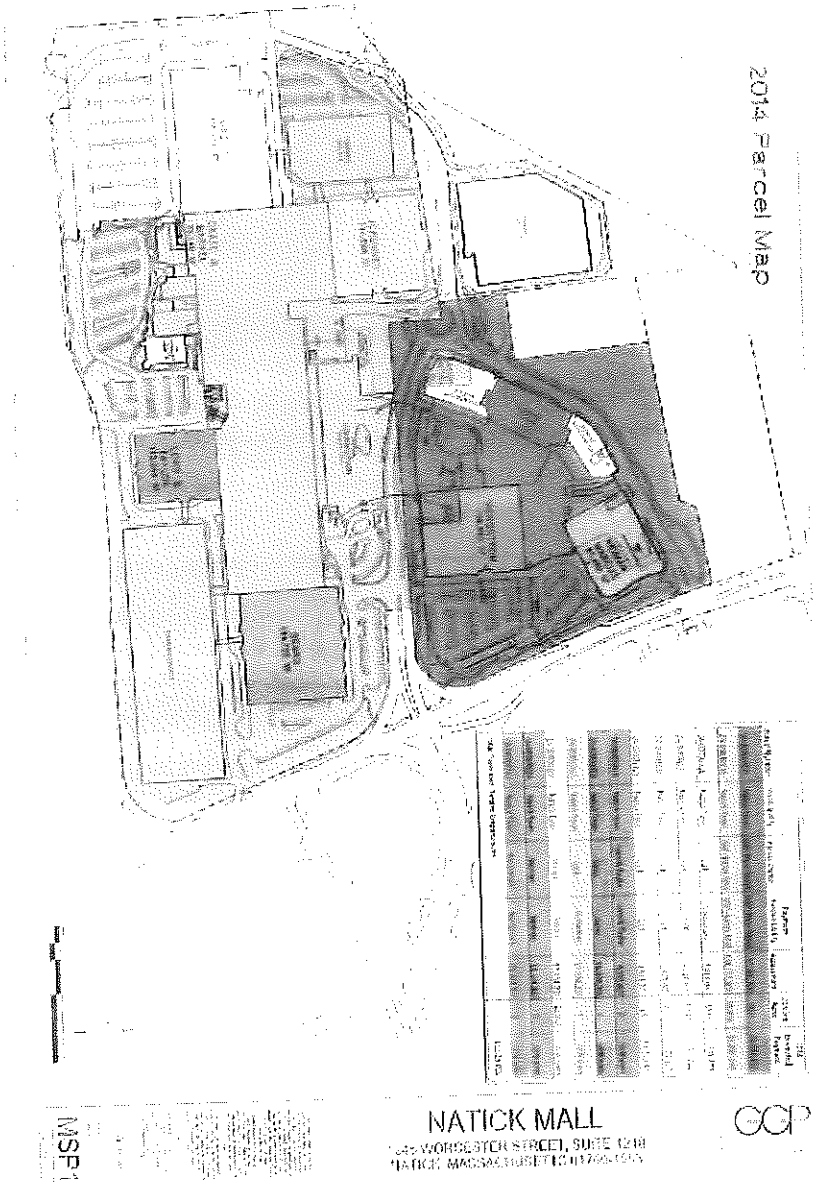

EXHIBIT U
Form of NDA

GROUND LEASE NON-DISTURBANCE AGREEMENT

THIS GROUND LEASE NON-DISTURBANCE AGREEMENT (this "**Agreement**") is made and entered into as of the date set forth below by and between **Dave & Buster's of Massachusetts, Inc.**, a Massachusetts corporation ("**Tenant**"), and **Natick Mall, LLC** f/k/a General Growth Properties-Natick Limited Partnership, successor in interest to Homart Development Co ("**Ground Lessor**"), as follows:

RECITALS

A. Ground Lessor is the lessor under that certain Ground Lease dated September 22, 1993 (the "**Ground Lease**") whereby GS Portfolio II, LLC ("**Landlord**"), as lessee, leases the land and improvements on the property described on "Exhibit A" attached hereto and made a part hereof(the "**Property**"), a memorandum of which was dated September 22, 1993 and recorded on September 28, 1993 with the Middlesex South District Registry of Deeds as Instrument Number 381, in Book 23700, Page 134; and

B. Tenant is the tenant under that certain lease (the "**Lease**") dated , 2017 with Landlord, as landlord, covering certain premises more particularly described in the Lease located on the Property (the "**Leased Premises**"); and

C. Tenant and Ground Lessor desire to confirm their understanding with respect to the Lease;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this instrument, Tenant and Ground Lessor agree and covenant as follows:

1. Non-Disturbance. So long as Tenant is not in default in the payment of rent or in Tenant's performance of any of the terms, covenants or conditions of the Lease (beyond any notice period and any period given Tenant to cure such default), which default entitles Landlord to terminate the Lease, then the term of the Lease shall not be terminated or modified in any respect whatsoever and Tenant's occupancy of the Leased Premises shall not be disturbed, affected or impaired by Ground Lessor and shall not be disturbed, canceled, terminated or otherwise affected by the expiration of the Ground Lease during the term of the Lease or any such renewals, modifications or extensions of the Lease.

2. Attornment. In the event that the Ground Lessor takes possession of the Leased Premises, either as the result of the termination of the Ground Lease or otherwise, Tenant shall attorn to Ground Lessor and recognize Ground Lessor as its landlord under the Lease, and Ground Lessor will recognize and accept Tenant as its tenant thereunder, whereupon, all of the terms and provisions of the Lease shall continue in full force and effect as a direct lease between Ground Lessor and Tenant for the full term thereof, together with all extensions and renewals thereof, and Ground Lessor shall thereafter assume and perform all of Landlord's obligations, as the landlord under the Lease, with the same force and effect as if Ground Lessor was originally named therein as the Landlord.

3. All notices and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, or (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, and by telecopier (with answer back acknowledged), or (c) electronic mail (provided, however, any notice by electronic mail will be deemed effective as of the date that the sender receives a response from any one required recipient, or from an employee or representative of the Party receiving notice on behalf of such Party, acknowledging receipt (which response may not be an automatic computer-generated response)) addressed as follows (or at such other address and person as shall be designated from time to time by any party hereto, as the case may be, in a written notice to the other parties hereto in the manner provided for in this Section):

If to Tenant:
c/o Dave & Buster's, Inc.
2481 Manana Drive
Dallas, Texas 75220
Attn: General Counsel

If to Ground Lessor
Natick Mall, LLC
c/o Natick Mall Sears Anchor
110 N. Wacker Dr.
Chicago, IL 60606
Attn: Law/Lease Administration Department

4. This Agreement may not be modified, except by a written agreement signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. This Agreement is the entire agreement between the parties, and supersedes and replaces all prior discussions, representations and agreements (oral and written). This Agreement controls any conflict between the terms of this Agreement, the Ground Lease and the Lease. This Agreement shall be governed by the laws of the State in which the Property is located (without giving effect to its rules governing conflicts of laws). Any provision of this Agreement which is determined by a government body or court of competent jurisdiction to be invalid, unenforceable or illegal shall be ineffective only to the extent of such holding and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.

5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute and be construed as one and the same instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, THIS Agreement is executed this ____ day of _____, _____.

"Ground Lessor"
NATICK MALL, LLC

By: _____
Name: _____
Title: Authorized Signatory

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, ____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that s/he is the Authorized Signatory of Natick Mall, LLC, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(seal)

_____
NOTARY PUBLIC.

My appointment expires _____

"TENANT"

Dave & Buster's of Massachusetts, Inc.,

a Massachusetts corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that he is the _____ of _____, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(seal)

_____
NOTARY PUBLIC.

My appointment expires _____

August 30, 2018

Town of Natick
13 E. Central Street
Natick, MA 01760

Re: Dave & Buster's of Massachusetts, Inc.'s Automatic Amusement Device License
Natick Mall – 1235 Worcester Street, Suite 200, Natick, MA 01760

To Whom It May Concern:

GS Portfolio Holdings II, LLC approves of Dave & Buster's Automatic Amusement Devices and its Amusement Device Application in its proposed Dave & Buster's location in the Natick Mall.

If you have any questions, please do hesitate to contact me.

Sincerely,

GS Portfolio Holdings II, LLC
By: GGP-SRC Member, LLC, its managing member

By: _____
Authorized Signatory

ITEM TITLE: Economic Development Committee-Revise Composition

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Natick Center Associates Request-A. Fair	9/27/2018	Cover Memo
Memo-J. Errickson	9/27/2018	Cover Memo
Email-S. Laughlin	10/1/2018	Cover Memo
Committee Charge	9/26/2018	Cover Memo
Current Roster	9/26/2018	Cover Memo

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

September 25, 2018

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

RE: EDC Designee from Natick Center Associates

Dear Natick Board of Selectmen,

Natick Center Associates is interested in recommending a designee to serve on the Economic Development Committee to represent the interest of downtown stakeholders. Service on the committee would strengthen the partnership between NCA and the town and heighten the coordination between the Board of Selectmen and the downtown merchants and property owners.

We appreciate your time in this matter.

Sincerely,

Arthur B. Fair, III, President
Natick Center Associates
20 Main St., Suite 208
Natick, MA 01760

COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

To: Amy Mistrot, Chair, Board of Selectmen (BOS)

From: Jamie Errickson, Director

CC: Sue Salamof, BOS

Date: September 27, 2018

RE: Membership of Economic Development Committee

Through BOS Member Salamof, I've been asked to provide recommendations related to a series of questions regarding membership of the Natick Economic Development Committee (EDC).

Number of members/composition:
As an advisory committee to and created by the BOS, the BOS has full autonomy to determine the size and composition of the EDC. The current committee is comprised of 9 members with a diverse background and set of skills (including business owners, property owners, and experts in the field of real estate development). As with any committee, there is no "right" number of members (except as prescribed by regulation or bylaw).

When determining a committee size and composition, the subject matter of the committee should be considered, including which key stakeholder groups and expertise is needed. As general practice, committees with fewer members tend to be more productive because such committees are better equipped to obtain a quorum, work through debate/discussion in a timely fashion, and build consensus. In the case of the EDC, the committee could benefit from a few more members, including representatives from the Natick Center Associates. However, I caution against making the Committee too large, since it may become more challenging for the committee be effective.

Residency:
Most (but not all) current members of the EDC are residents of the Town of Natick. Having worked with the EDC for several years now, I view this as an asset to the EDC since it brings to the discussion perspectives and approaches the EDC may not have considered otherwise.

Overall, the EDC is a valuable committee for the Town and the BOS to continue to support. Adjusting the composition and mission of the committee from time to time will ensure the EDC can respond to the needs of the Natick community and provide the BOS with valuable guidance.

As discussed in July, it would be productive to revisit the charge, mission, structure and goals of the Economic Development Committee, particularly with a completed “Targeted Economic Development Study & Action Plan”. That process might take some time, but I can offer three immediate recommendations which speak to the considerations mentioned below in Sue’s email.

1) The representation and participation of Natick Center Associates would greatly enhance the Economic Development Committee. We welcome the immediate designation of an NCA committee seat, and to your suggestion below, we will enthusiastically welcome Athena Pandolf as an additional committee member. No doubt Athena's contribution will enhance the Committee.

2) Committee member eligibility is not, and should not be, limited to Natick residents. One of our long-serving members is Wayland resident. The company (a hotelier) is a major employer and municipal tax payer, of both real estate and local option taxes. The intellectual contributions and perspective, as well as the company's generous hospitality have been significant, and have greatly benefited Natick’s economic development.

3) We would request some level of administrative support in the form of a secretary/clerk, or modest financial resources to compensate such support. The support would be for recording minutes, collecting economic development data (eg: real estate, employers, workforce), as well as support for events and EDC communications.

The other criteria mentioned (number of persons, categories of representation, associate members) is best decided through thoughtful deliberation after referring back to mission and goals. I look forward to that process.

I hope this feedback is helpful for your discussion. Please let me know if I can provide further information.

Regards,
Scott
——
617.510.4130

NATICK
CoWorking

One South Avenue
Natick MA 01760
www.natickcoworking.com
508.203.7880

Town of Natick

ECONOMIC DEVELOPMENT COMMITTEE

BOARD DETAILS

OVERVIEW

SIZE 9 Seats

TERM LENGTH 36 Months

TERM LIMIT

The Economic Development Committee (EDC) is an advisory board, created by the Natick Board of Selectmen. The charge of the EDC is to:

1. Attract business development to Natick that will maximize tax revenue and generate employment opportunities;
2. Promote utilization of existing infrastructure and facilities to the fullest extent possible
3. Recognize neighborhood and community issues, concerns, and character
4. Identify and plan for changing trends and opportunities
5. Market Natick for economic development and strategic partnerships.

DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION WEBSITE

Town of Natick

ECONOMIC DEVELOPMENT COMMITTEE

BOARD ROSTER

EDWARD J DOHERTY
1st Term **Jul 12, 2016 - Jun 30, 2019**

Appointing Authority Board of Selectmen
Position Member

DAVID V. V SHAMOIAN
4th Term **Jul 01, 2016 - Jul 01, 2019**

Appointing Authority Board of Selectmen
Position Member

E. SCOTT LAUGHLIN
4th Term **Jul 01, 2017 - Jun 30, 2020**

Appointing Authority Board of Selectmen
Position Chair

JAMIE ERRICKSON
2nd Term **Jul 01, 2017 - Jun 30, 2020**

Appointing Authority Board of Selectmen
Position Director of Community Development

WILLIAM ALFANO
2nd Term **Jul 01, 2017 - Jun 30, 2020**

Appointing Authority Board of Selectmen
Position Member

RICHARD P. JENNETT, JR.
3rd Term **Jul 01, 2017 - Jul 01, 2020**

Appointing Authority Board of Selectmen
Position Board of Selectmen Representative

DOUGLAS LANDRY
3rd Term **Jul 02, 2018 - Jun 30, 2021**

Appointing Authority Board of Selectmen
Position Member

JOSEPH ATTIA
3rd Term **Jul 01, 2018 - Jun 30, 2021**

Appointing Authority Board of Selectmen
Position Member

VACANCY

ITEM TITLE: Procurement Officer: Approve Contracts

ITEM SUMMARY: a. Parking Ticket Collection Contract Extension
b. Evergreen Well No. 3 Rehabilitation
c. North Main Street/Route 27 Appraisal Services

ATTACHMENTS:

Description	Upload Date	Type
Parking Ticket Collection	9/26/2018	Cover Memo
Evergreen Well No. 3 Rehab	9/26/2018	Cover Memo
Main Street/Route 27 Appraisal Services	9/26/2018	Cover Memo

TOWN OF NATICK
MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa Malone, Town Administrator
William Chenard, Deputy Town Administrator - Operations
James Hicks, Chief, Natick Police Deparment

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: September 20, 2018

SUBJECT: **CONTRACT EXTENSION**
PARKING TICKET COLLECTION

In late fall 2016, the Town of Natick entered into a contract with Municipal Citation Solutions, LLC, for parking ticket collection services. The term of this contract was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. The rate was $14,000/year. In late fall 2017, the Town renewed this contract for the first of its two (2) options.

The current contract was procured through M.G.L. c. 30B, and was vetted through a very carefully drafted Request for Quotes, seeking the lowest responsible and responsible quoting party.

Municipal Citation Solutions, LLC has continued to perform extremely well in its current contract with the Town. Given this set of circumstances, as well as Municipal Citation Solutions, LLC's beneficial performance, we recommend it to be in the Town's best interest to exercise its second extension of the current contract. The renewal term will be the final one available under this contract, as M.G.L. c. 30B, §12 limits contracts to three (3) years in the absence of prior authorization by Town Meeting. The expiration date will be November 27, 2019. Assuming the Selectmen are so inclined to do so, renewal may be accomplished by executing the attached draft correspondence to Municipal Citation Solutions, LLC. Please advise if you have any questions or require additional information.

Funding Information: $14,000 (Police Department Operating Budget)

(To be placed upon Town of Natick letterhead.)

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

October 2, 2018

Mr. Isaiah Mouw
Municipal Citation Solutions, LLC
633 Chestnut Street, Suite 1400
Chattanooga, TN 37450

RE: PARKING TICKET COLLECTION
NOTICE OF EXERCISE OF SECOND RENEWAL TERM

Dear Mr. Mouw:

As you are aware, the Town of Natick, Massachusetts and Municipal Citation Solutions, LLC, are parties to a contract for streetlight maintenance services in the Town of Natick ("Contract.")

Article 3 of the Contract, entitled "Term," provides as follows: "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. This Contract is subject to renewal, at the sole discretion of the Town, for one (1) or two (2) additional one (1)-year terms."

On December 11, 2017, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on November 27, 2018. On October 1, 2018, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its option to extend the Contract for a second additional one (1)-year renewal term. This option year shall expire on November 27, 2019. This letter shall serve as notice of the Town's exercise of its second option.

All provisions of the Contract shall remain in full force and effect during this final option period.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

_____

Amy K. Mistrot, Chair

_____

Susan G. Salamoff, Vice Chair

_____

Michael J. Hickey, Jr., Clerk

_____

Jonathan H. Freedman

_____

Richard P. Jennett, Jr.

cc. Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator - Operations
James Hicks, Chief, Natick Police Department
Arti P. Mehta, Comptroller
Karis L. North, Esq.

Town of Natick

Massachusetts 01760

Home of Champions

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

December 11, 2017

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
Mr. Isaiah Mouw
Municipal Citation Solutions, LLC
633 Chestnut Street, Suite 1400
Chattanooga, TN 37450

RE: PARKING TICKET COLLECTION
NOTICE OF EXERCISE OF FIRST RENEWAL TERM

Dear Mr. Mouw:

As you are aware, the Town of Natick, Massachusetts and Municipal Citation Solutions, LLC, are parties to a contract for streetlight maintenance services in the Town of Natick ("Contract"). Article 3 of the Contract, entitled "Term," provides as follows: "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. This Contract is subject to renewal, at the sole discretion of the Town, for one (1) or two (2) additional one (1)-year terms."

On December 11, 2017, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on November 27, 2018. This letter shall serve as notice of the Town's exercise of its first option. The Town reserves its right to exercise its second option at a later time; however, nothing shall compel it to do so. All provisions of the Contract shall remain in full force and effect during these option periods.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

Jonathan H. Freedman, Chair | Susan G. Salamoff, Vice Chair | Richard P. Jennett, Jr., Clerk

Michael J. Hickey, Jr. | Amy K. Mistrot

cc. William D. Chenard, Acting Town Administrator
James Hicks, Chief, Natick Police Department
Arti P. Mehta, Comptroller
John P. Flynn, Esq.

Board of Selectmen ▪ 13 East Central Street ▪ Natick, Massachusetts 01760 ▪ Phone: (508) 647-6410 ▪ Fax (508) 647-6401
Website: www.natickma.gov ▪ Email: selectmen@natickma.org

Town of Natick
Massachusetts 01760
Home of Champions

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

MEMORANDUM

TO: Bryan LeBlanc
Procurement Officer

FROM: Trish O'Neil
Executive Assistant

DATE: December 12, 2017

RE: **Award of Contract(s) / Contract Extension(s)**

Please be advised that at their meeting of December 11, 2017, the Board of Selectmen voted to award the following contract(s) and/or contract extension(s):

Street Light Maintenance Services
First extension of current contract for the year beginning on January 17, 2018 and ending on January 16, 2019 to Coviello Electric & General Contracting, Inc. at a rate of $125 per hour.

Generator Maintenance
Contract award to F.M. Generator, Inc. for the complete main bid work for a three-year term in the amount of $68,925. Not part of the award but also solicited was an hourly rate of $120 per hour for emergency service during regular business hours and $18 per hour for emergency services during off hours. Parts will be billed at cost plus 5 percent.
Funding: DPW Operating Budget - $68,925

Parking Ticket Collection
First extension of current contract for one year at a rate of $14,000/year.

cc: Arti Mehta, Comptroller
Jeremy Marsette, DPW Director
Steve Price, Collector/Treasurer

Board of Selectmen ▪ 13 East Central Street ▪ Natick, Massachusetts 01760 ▪ Phone: (508) 647-6410 ▪ Fax (508) 647-6401
Website: www.natickma.gov ▪ Email: selectmen@natickma.org

ATICK
SETTS

TO: Natick Board of Selectmen
William Chenard, Acting Town Administrator
James Hicks, Chief, Natick Police Deparment

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: December 4, 2017

SUBJECT: **CONTRACT EXTENSION**
PARKING TICKET COLLECTION

In late fall 2016, the Town of Natick entered into a contract with Municipal Citation Solutions, LLC, for parking ticket collection services. The term of this contract was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. The rate was $14,000/year.

The current contract was procured through M.G.L. c. 30B, and was vetted through a very carefully drafted Request for Quotes, seeking the lowest responsible and responsible quoting party.

Municipal Citation Solutions, LLC has continued to perform extremely well in its current contract with the Town. Given this set of circumstances, as well as Municipal Citation Solutions, LLC's beneficial performance, we recommend it to be in the Town's best interest to exercise its first extension of the current contract. Assuming the Selectmen are so inclined to do so, renewal may be accomplished by executing the attached draft correspondence to Municipal Citation Solutions, LLC. Please advise if you have any questions or require additional information.

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

December 11, 2017

Mr. Isaiah Mouw
Municipal Citation Solutions, LLC
633 Chestnut Street, Suite 1400
Chattanooga, TN 37450

RE: PARKING TICKET COLLECTION
NOTICE OF EXERCISE OF FIRST RENEWAL TERM

Dear Mr. Mouw:

As you are aware, the Town of Natick, Massachusetts and Municipal Citation Solutions, LLC, are parties to a contract for streetlight maintenance services in the Town of Natick ("Contract.")

Article 3 of the Contract, entitled "Term," provides as follows: "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. This Contract is subject to renewal, at the sole discretion of the Town, for one (1) or two (2) additional one (1)-year terms."

On December 11, 2017, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on November 27, 2018. This letter shall serve as notice of the Town's exercise of its first option. The Town reserves its right to exercise its second option at a later time; however, nothing shall compel it to do so.

All provisions of the Contract shall remain in full force and effect during these option periods.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

_____

Jonathan H. Freedman, Chair

_____

Susan G. Salamoff, Vice Chair

_____

Richard P. Jennett, Jr., Clerk

_____

Michael J. Hickey, Jr.

_____

Amy K. Mistrot

cc. William D. Chenard, Acting Town Administrator
James Hicks, Chief, Natick Police Department
Arti P. Mehta, Comptroller
John P. Flynn, Esq.

ATICK
chusetts 01760
www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

January 18, 2017

ATTN: Mr. Isaiah Mouw
Municipal Citation Solutions, LLC
633 Chestnut Street
Chattanooga, TN 37450

RE: PARKING TICKET COLLECTION SYSTEM/TOWN OF NATICK

Dear Mr. Mouw:

Please find enclosed a fully-executed form of contract.

Please let me know if you have any questions. Thank you for your assistance!

Very truly yours,

Bryan R. Le Blanc

Town of Natick, Massachusetts

CONTRACT FOR THE PROCUREMENT OF HANDHELD PARKING TICKET COLLECTION DEVICES AND A CITATION MANAGEMENT SYSTEM

This Contract is made as of this twenty-eighth day of November, 2016, 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 Municipal Citation Solutions, LLC, a limited liability company organized under the laws of the State of Tennessee, with a principal office located at 633 Chestnut Street, Chattanooga, TN 37450(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, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide handheld parking ticket collection devices and a citation management system, as described in the Request for Quotes for Handheld Parking Ticket Collection Devices and a Citation Management System ("RFQ"), issued by the Board of Selectmen of the Town of Natick, and 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. This Contract is subject to renewal, at the sole discretion of the Town, for one (1) or two (2) additional one (1)-year terms.

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 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, 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

Any manufacturer's warranties shall be assigned to the Town of Natick.

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.

c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of $1,000,000.

d. Professional Liability Insurance – DELETED/NOT APPLICABLE.

e. Excess Liability Insurance, Umbrella Form - $1,000,000 each occurrence and $1,000,000 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:

(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

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 Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and 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 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 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

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.

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 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. 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

CONTRACT FOR THE PROCUREMENT OF HANDHELD PARKING TICKET COLLECTION DEVICES AND A CITATION MANAGEMENT SYSTEM

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

Richard P. Jennett, Jr., Chairman

Nicholas S. Mabardy, Vice Chairman

Jonathan H. Freedman, Clerk

John J. Connolly

Susan G. Salamoff

Dated: 11/28/16

Municipal Citation Solutions, LLC

by:

Signature

Scott Titmus

Printed Name

President

Printed Title

Dated: 12 29 16

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.

Virginia W. Cahill
Comptroller, Town of Natick

Dated: 1-5-17

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

John P. Flynn, Esq.

Dated: January 4, 2017

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF HANDHELD PARKING TICKET COLLECTION DEVICES AND A CITATION MANAGEMENT SYSTEM

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

Scott Titmus
Printed Name

President
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.)

CITATION SOLUTIONS

Proposal
for
Town of Natick

Proposal for

Parking Citation Management Services

November 15, 2016

Submitted By:
Isaiah Mouw
Chief Operating Officer
Municipal Citation Solutions, LLC
633 Chestnut Street
Chattanooga, TN 37450
(423) 260-2768

CITATION SOLUTIONS

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CITATION SOLUTIONS

TRANSMITTAL LETTER

11/15/2016

Chief James G. Hicks
Natick, MA Police Department
Chief of Police
20 East Central St
Natick, MA 01760-4631

Dear City Officials,

Municipal Citation Solutions (MCS) is proud to submit the attached proposal to provide a parking citation management system for the Town of Natick. MCS offers our state-of-the-art Violation and Ticketing System (VATS), our proprietary solution for the city's parking citation issuance and management. The VATS system we are proposing includes smartphones and Bluetooth printers which are used to issue citations in real time. This system will allow the enforcement officers to take unlimited amount of color pictures of the vehicle and print a citation in seconds.

Being real-time allows us to integrate with your parking scofflaws, residential permits, parking paystations and pay-by-phone apps creating a smart parking program helping your city work towards its goal of becoming a smart city.

What makes VATS so special?

- Real-time integrations with no synching or offloading of data needed.
- Free broken meter reporting tool within the handheld that sends email alerts to your meter maintenance team.
- Rental Car Collections module making it easier for you to contact rental car companies for parking citation payment.
- GPS tracking tool to follow your agents for zone adherence and safety, or to simply find a lost handheld.
- Ticket Density tool to view a heat-map of the tickets your team issued during a given span.
- Plus all the basics including: virtual permitting, boot-tow alerts, electronic chalking, online appeals, online payments, auto-emailed reports, and more!

CITATION SOLUTIONS

The VATS System provides a complete, comprehensive solution that will fully meet your needs. We think you will find the most reasonably priced system with the most advanced, real-time features. If given the opportunity to provide our service to your operation, we will work diligently to perform all work on a timely basis. Our program has been designed for an expeditious conversion of data from other systems so we see no issues implementing our system in a timely manner.

Another huge benefit is that we are already integrated and working with the Massachusetts DMV. This will decrease our implementation time and ensure operational efficiency.

In the pages that follow, we present an overview of all the features and modules that make our system so special. From GPS route tracking to an intelligent, intuitive back office system, we think you will be as excited about it as we are.

The individual below is the contact and can contractually obligate MCS in this project.

Sincerely,

Isaiah Mouw, CAPP, CPP
Chief Operating Officer
Municipal Citation Solutions, LLC
633 Chestnut Street, Suite 1010
Chattanooga, TN 37450
(423) 260-2768
imouw@municipalcitationsolutions.com

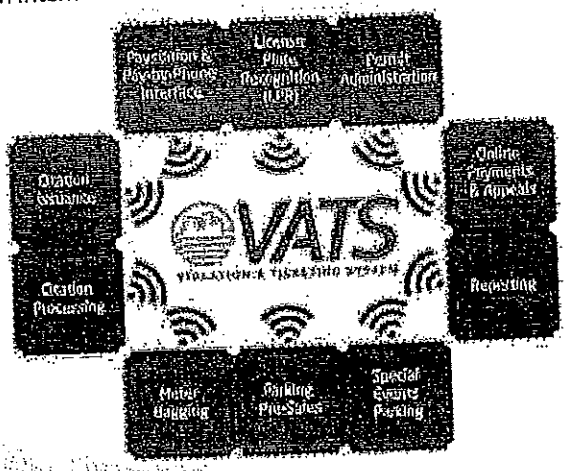
EXECUTIVE SUMMARY

VATS is the citation management of the future where we want to do more than offer the ability to write tickets. VATS is an account-centric citation management system, which has been designed specifically for processing municipal parking citations, but throughout its evolution, the system has absorbed ancillary functions and systems to become a centralized, integrated parking management and collections system.

The VATS application supports all core and ancillary program services including: data entry, error correction, document storage, registration data acquisition, noticing, report generation and distribution, audit and control processes, quality assurance, correspondence processing, and operational management of these functions. .

The VATS program has a user-friendly back office system known as WebVATS to track and manage the citations. WebVATS allows you to enter payments, automatically perform fee escalations, tracks boot eligibility, conduct noticing and adjudications and much more. Our system offers the patrons the ability to submit their payment in person, through the mail, a local lockbox, and even includes an on-line payment and appeals feature. WebVATS provides an easy-to-use reports system that allows access to all standard management reports in real time. In addition, auto-emailed citation or revenue reports can be setup for any users or non-users.

As far as technical specifications, VATS is a Windows-based .NET program utilizing Microsoft SQL Server 2008 and 2012. The back office program known as WebVATS is a web application accessible with Chrome, Windows IE or Firefox for any authorized user on any device with Internet access.



HISTORY OF THE COMPANY

Municipal Citation Solutions, LLC was formed in 2010 by the executives at Republic Parking System, Inc., one of the leading nation parking management firms in the United States. The new company was formed as a completely separate and independently operating company from Republic Parking System.

The main reasons for the development of the VATS initiative are:

- Overpriced Software – Most of the current parking citation management systems are overpriced which makes it difficult for small municipalities and properties to afford needed management software. The annual fees and special costs are a problem too. VATS flexibility and open architecture software allows us to offer competitive pricing that many systems cannot compete with.
- Too Complicated – Most of the current systems are too complicated for the average user, with many unneeded features that increase the price and reduce the ease of use. Reports are difficult to create or edit with the user having to have special knowledge of Crystal Reports or SQL programming. Our competitors often charge your operation to send a manager to their annual conference to learn features such as simply how to run special reports.
- Inflexible to User Special Needs – If a user needs special functions, the vendors are sometimes slow to make changes and frequently require the user to pay for programming. Many times our competitors will charge upwards of $5,000.00 for a special report or integration with your revenue control equipment.
- Not Portable – Most systems are restricted to a few user terminals unless extra licenses are purchased with special software installation needed. The special software installation often requires your local IT involvement for period updates and repairs.

Our executives and project managers have used all of the major competitive citation management companies which is why VATS has been highly successful in customer satisfaction.

MCS REFERENCES

CHATTANOOGA, TN FOR VATS & LPR

Brent Matthews, CAPP
Director of Parking
Chattanooga Area Regional Transportation Authority (CARTA)
1617 Wilcox Boulevard
Chattanooga, TN 37406
(423) 629-1411
matthews_brent@gocarta.org
Number of Years: 5
Summary of Scope: MCS services include ticketing, noticing, payment processing, plate lookup, database hosting, and online payments and appeals.

VIRGINIA BEACH, VA FOR LPR

Rob Fries, CAPP
Parking Manager
City of Virginia Beach
2101 Parks Avenue, Suite 302
Virginia Beach, VA 23451
757-385-6641
rfries@vbgov.com
Number of Years: 2 Years
Summary of Scope: MCS services include LPR and LPR Support

STAMFORD, CT FOR VATS

Frank Fedeli
Manager, Office of Cashiering & Permitting
888 Washington Boulevard
Ground Floor
Stamford, CT 06901
203-977-5858
Ffedeli@stamfordct.gov
Number of Years: 2 Years
Summary of Scope: MCS services include ticketing, noticing, payment processing, plate lookup, database hosting, and online payments.

MCS MUNICIPAL PROJECTS

CHATTANOOGA, TN

In October 2012, CARTA, the city's transit agency, took over on-street parking management from the city and the local courts. CARTA contracted to use *VATS*, initially buying an LPR system to enforce time zones. In 2013, a second LPR system was added. MCS services include ticketing, noticing, payment processing, plate lookup, database hosting, and online payments and appeals. Key results have been:

- Increased annual citation revenue by $400,000
- Began enforcing time zones and neighborhood permits, adding over 50 citations per day, generating an additional $200,000 in revenue
- MCS added a bagging management program to VATS at the request of CARTA
- Implemented new integrated appeals program using Bar Association volunteers

PROJECT STATISTICS	
Annual Citations	64,000
Notices Sent	32,000
Metered Spaces	1,800
Enf. Officers	8
Handhelds	10
LPR Systems	2
Contract Start	2012
Contract End	2017
Collection In-State	80%
Collection Out-State	70%

CEDAR RAPIDS, IA

In February 2013, Park Cedar Rapids, the city's parking management agency contracted with MCS to provide *VATS* and LPR. MCS services include ticketing, noticing, plate lookup, database hosting, and online payments and appeals. Key results have been:

- Began using LPR to improve towing of scofflaws and enforcement of time zones
- Park Cedar Rapids integrated VATS into their Ambassador Program, using the VATS tablets to provide non-enforcement information sources for customers, such as directions to attractions and events
- The VATS handheld is also providing a platform for their meter maintenance and support.

PROJECT STATISTICS	
Annual Citations	20,000
Notices Sent	6,400
Metered Spaces	1,200
Enf. Officers	3
Handhelds	5
LPR Systems	1
Contract Start	2013
Contract End	2016
Collection In-State	80%
Collection Out-State	70%

STAMFORD, CT

In December of 2014, MCS went live with VATS in the City of Stamford. MCS went live with only 45 Days notices and during the Holiday Season. MCS introduced our new phone enforcement system in the City of Stamford to much success.

- Transitioned database from the prior citation management program to *VATS* over a weekend without any disruption in enforcement
- City uses mobile phones for Citation Issuance which includes GPS Tracking interface. NY DMV registration sticker interface.
- MCS created a scofflaw module for scofflaw notices mailed out to citizens each month and scofflaw plate search.
- Created online summertime beach sticker program.

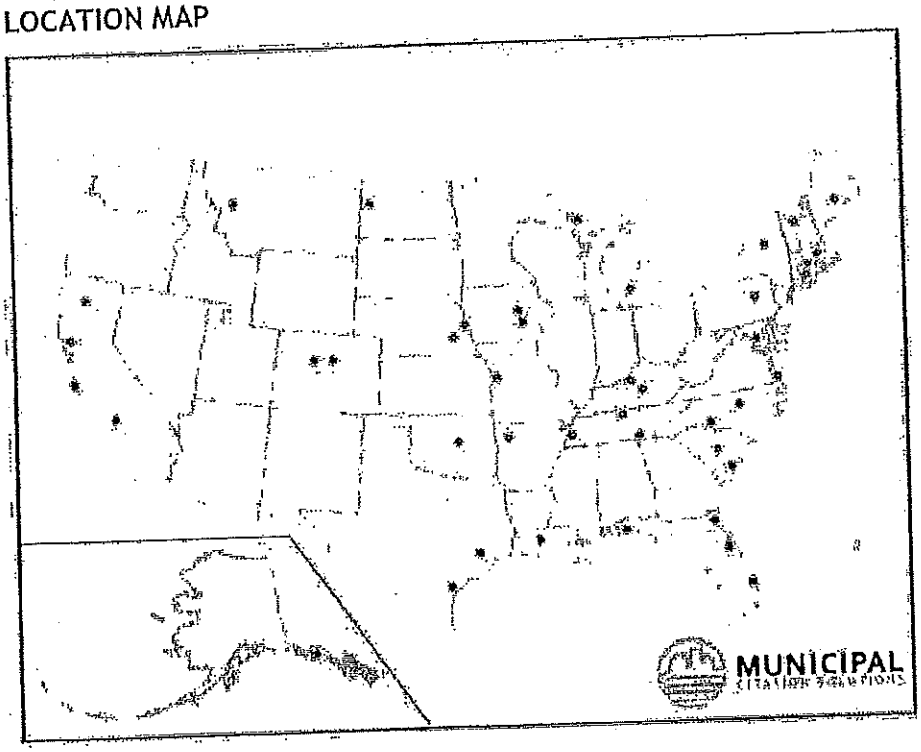
PROJECT STATISTICS	
Annual Citations	70,000
Notices Sent	54,000
Metered Spaces	750
Enf. Officers	12 FT
Handhelds	12
Contract Start	2014
Contract End	2017
Citation Collection	80%

CITATION SOLUTIONS

OTHER MCS CONTRACTS

GOVERNMENT AGENCIES	GOVERNMENT AGENCIES
• City of Albany, NY – VATS & Noticing	• City of Medford, MA – VATS & Noticing
• City of Bangor, ME – VATS	• City of Pensacola, FL – LPR
• City of Cedar Rapids, IA – VATS, LPR & Noticing	• City Of Scranton, PA – LPR & Noticing
• City of Chattanooga, TN - VATS, LPR & Noticing	• City of Stamford, CT – VATS & Noticing
• City of Durham, NC – VATS, LPR & Noticing	• City of Virginia Beach, VA – VATS & LPR
• City of Hartford, CT – LPR & Noticing	• City of Waterloo, IA – VATS, LPR & Noticing
• City of Lexington, KY – LPR	• Town of Lauderdale-By-The-Sea - VATS
• City of Marquette, MI – VATS	• Town of St. Johnsbury, VT – VATS

LOCATION MAP



SYSTEM DESCRIPTION

VIOLATION & TICKETING SYSTEM (VATS)

VATS is the citation management of the future as the only parking citation management provider operating on Windows 8.1 Embedded platform utilizing the Panasonic FZ-E1.

It is an account-centric citation management system, which has been designed specifically for processing municipal parking citations. Throughout its evolution, the system has absorbed ancillary functions and systems to become a centralized, integrated parking management and collections system.

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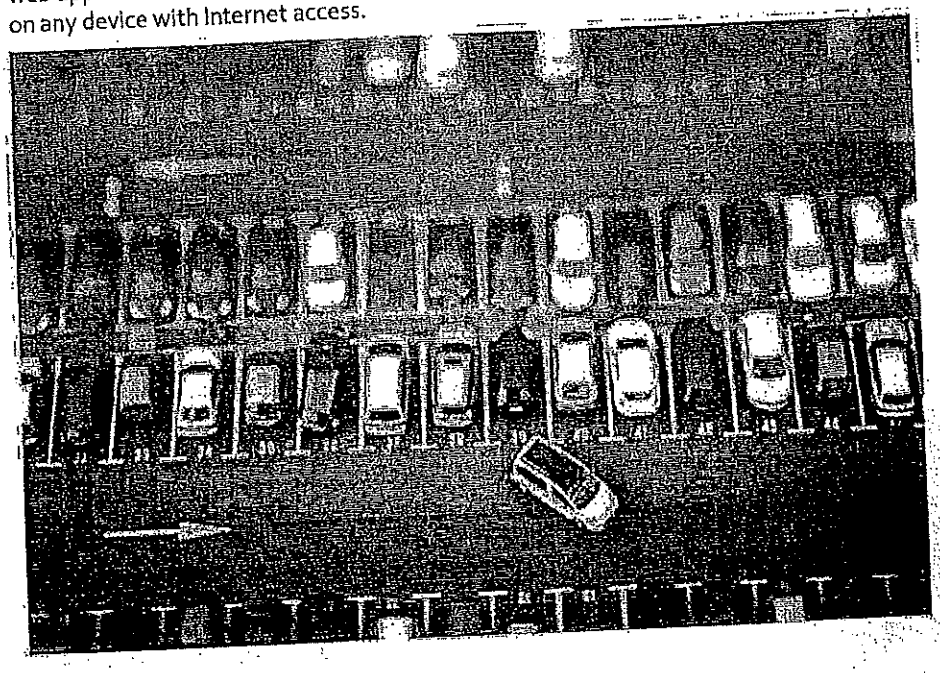


service health monitoring which is why more than 57% of Fortune 500 companies rely on Azure today. To date this year, Microsoft Azure has not had one second of downtime.

RETRIEVAL OF VEHICLE REGISTRATION

If awarded this contract, MCS will work immediately with your State's Department of Motor Vehicles (DMV) to develop the interface with their system, if we do not already have it, to obtain vehicle ownership information and place vehicle registration holds if applicable. MCS would run the export in real-time or nightly batch files depending on the State's capabilities, and import returns as they are received.

MCS also has access to the DMV information to 43 other states as well as parts of Canada, including the states surrounding your area. MCS would run out-of-state lookup files weekly or as needed, and import the results as received.

SECURITY

In addition to the security offered by Microsoft Azure, all data is transmitted encrypted between the handheld ticketing devices and the database servers through a secure web service. Furthermore, WebVATS, PayVATS and AppealVATS all use a secure (HTTPS) website, with a security certificate verified by the Network Solutions Certificate Authority (NSCA). The data sent is fully encrypted with RCA 128-bit encryption. All financial data is certified as PCI compliant through our credit card processor provider in Paypal.

SUPPORT

MCS offers our help desk support from our headquarters office Monday-Friday 8am-6pm EST. Emergency support is provided 24/7 as all after-hour calls are forwarded to a project manager cell phone. All support claims whether through email or phone through our toll-free 1-800 number are logged and tracked. All non-emergency calls or emails will be answered next day. The help desk is closed major holidays but Emergency Support is available on Holidays.

Typical Support Avenues include:

- Advisement – We'll point you in the right direction to get your problem solved, whether it be a software or hardware issue.
- Phone Support – We will assist you as best as we can in a reasonable amount of time. If it is just an issue with one setting or basic troubleshooting, we will assist you over the phone, no questions or ticket numbers needed. If the issue cannot be resolved in a reasonable amount of time, a help desk supervisor and your project manager will be alerted and looped into the conversation.

- Email Support – Similar to the above phone support but with the added bonus of our Help Desk providing manuals and documentation.

We pride ourselves that we provide a human interface for any user who has a problem. Many of our competitors force the user to "open a ticket" or go through an automated voice system to log your complaint. We make an effort to have our project manager stay with you through the life of the contract.

Support is also available online within WebVATS through our Client Services module includes training videos for users to watch on their own time, go-to-assist which allows our support team to access your clerk's computers and click-to-call which allows you to enter in your direct line to receive an instant call from our support team.

MCS will have an inventory of supplies kept locally in our City office which will include custom ticket stock, envelopes and a fifteen percent (15%) inventory supply of handheld units and printers. This will allow us to replace any broken or defective units the same day we received the defective units.

SYSTEM SPEED

MCS is headquartered in Chattanooga, Tennessee. Why does that matter? Chattanooga is the first city in the Western Hemisphere to offer one-gigabit-per-second fiber internet service to all residents and businesses giving Chattanooga the nickname of "Gig City". In addition, Chattanooga was named as one of the Top 50 Smartest Cities in the world by National Geographic magazine (October 2014) allowing MCS to attract brilliant software developers in town without having to outsource any web development overseas.

GIG CITY
CHATTANOOGA TN

UPDATES

Maintenance is done on a continual basis and is transparent to the user. There is rarely a need to "take the system down". Any major maintenance is done at night or on weekends when system use is low. MCS will make sure the City is notified at least one (1) business day of any scheduled downtime.

MCS believes in continuous improvement of its product. Unlike many software systems which issue new versions once or twice a year, MCS transparently pushes out improvements as soon as they can be programmed and thoroughly tested through our rigorous Quality Assurance protocols. There is no charge for any of our scheduled upgrades and it is available to all users, if appropriate.

ENFORCEMENT

ENFORCEMENT HARDWARE

VATS is the citation management of the future as the only parking citation management provider operating on Windows 8.1 Embedded platform utilizing the Panasonic FZ-E1.

All ticketing is done in real-time. Citations are immediately available both to the program office staff for processing, or to customers should they wish to pay or contest the citation immediately after receiving it. No morning or evening synching of devices in a device cradle is required as with most citation management systems, as VATS pushes any database or program changes as needed anytime of the day.

MCS is offering the following hardware in conjunction with the software subscribed below:

HANDHELD: PANASONIC FZ-E1

"The worlds most rugged 5" Handheld phone." – Panasonic (2015)

This Panasonic FZ-E1 is the world's most rugged 5-inch tablet. With a 14 hour Hot-Swappable Battery, it will ensure your parking enforcement officers are not wasting time changing batteries or charging their handhelds. This unit also comes with glove-enabled touch screens which will allow the touch-screen to be used in cold weather. The super rugged housing, enables the FZ-E1 to survive drops onto solid concrete from 10 feet

above and dives into five feet of ice cold water for up to 30 minutes. The unit also comes with built-in NFC, GPS and 1.3 megapixel Camera along with a barcode reader available upon request. As the world's most rugged 5-inch tablet we can guarantee our competitors cannot offer anything as small and rugged as this device.

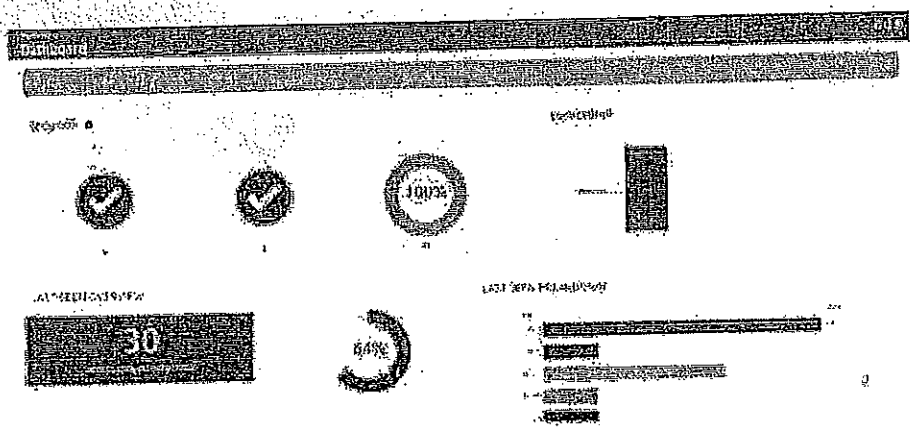
MOBILE DEMAND MANAGEMENT

Panasonic Partnership

MCS is a certified Panasonic Partner ensuring our voice is heard about the dependability and durability of your units. Our partnership ensures a direct line of communication with the Panasonic development team and insight to future enhancements and features of the Panasonic product line.

Airwatch MDM

MCS is also an Integrated Partner with Airwatch MDM, a mobile demand management solution. With our Airwatch MDM partnership, MCS can push out real-time handheld updates, block specific websites on the handheld phone if desired, track the phone with GPS and more!



PRINTER: STAR MICRONICS SM-T300

"Its rugged and water-resistant design coupled with a long battery life makes the SM-T300 a welcomed option for applications in harsh outdoor environments." – Star Micronics (2015)

The *VATS* system intentionally does not use a unitary ticket writing device and printer. We feel this is a very important consideration. Our experience is that most problems occurring with handhelds involve the printer. If the two devices are one unit, and the printer fails, then the whole device is unusable. It is more practical to have them separate, and easily replace the printer through Bluetooth pairing if needed. With that being said, our experience has found the Star Micronics SM-T300 to be the most reliable Bluetooth printer on the market.

This SM-T300 is ruggedized printer (IP54Certified) with a very quick print speed of 80mm per second. It is built specifically for outdoor operations and is water resistant. It has an LCD display which shows status during operation. With an 11 hour battery life, it is guaranteed to last through a normal workday. Loading ticket stock is easy as it just has to be dropped into the ticket compartment, and lid snapped shut.

PRINTER PARTNERSHIPS

Star Micronics Software Partnership

MCS is a certified Star Micronics Partnership once again ensuring our voice is heard about the dependability and durability of your printers. Our partnership benefits include demo units for testing, promotional support, technical and development support and more. MCS is also a member of the closed LinkedIn software partner group where we regularly contribute to the latest news and developments with Star Micronics. More information about our Software Partnership can be found at: www.starmicronics.com/supports/softwarepartners.aspx.

ENFORCEMENT SOFTWARE

VATS citations are issued in real-time with handheld devices connected with 4G connectivity. Once the parking enforcement officer prints the citation, it is immediately stored in client's citation database along with all pictures, and is available immediately for processing.

Upon entry of the vehicle plate, VATS checks in real-time if the owner of the vehicle being cited has outstanding citations and might be eligible for immobilization. It also checks for other information such as if the vehicle is a valid permit holder or if the vehicle paid the meter by phone.

The citation issued is customizable to City's specifications and can include images of the city seal or parking logo and can also print barcodes for cashiering interface.

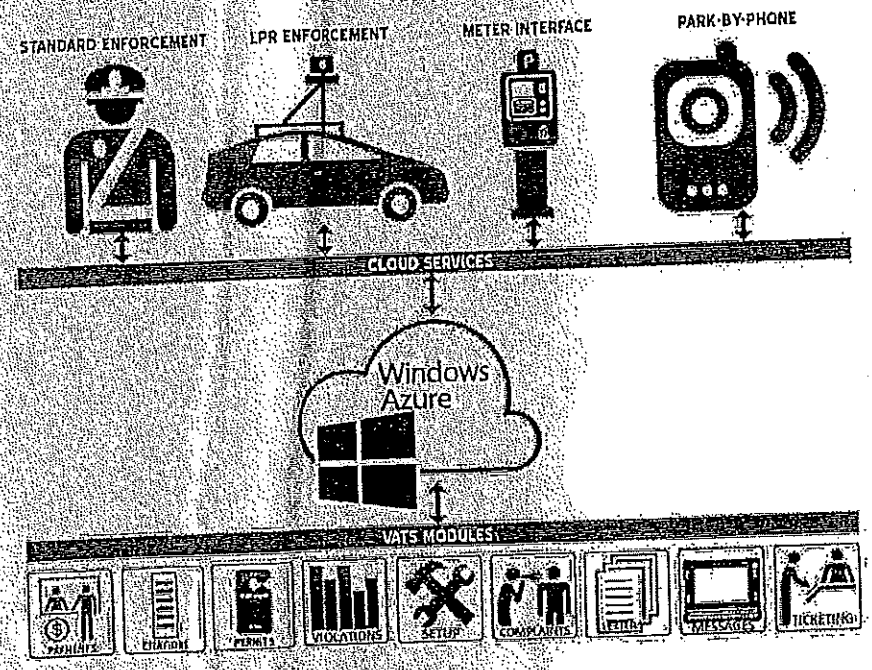
VATS mobile handheld software is able:

- **Real Time Processing** – Very few systems utilize real-time processing. This means that the issued citation immediately is posted to the database, rather than at the end of the day. That way the City staff, the enforcement officer, the project staff, and even the customer have up-to-date information about ticketing. Under the other systems, many complaints from parkers trying to pay a citation, but who could not because it was not yet "in the system".
- **Scofflaw/Hotlist Alerts** - Upload "hot lists" to identify vehicles of interest, either for issuance of parking violations or other client-defined functions. Examples of possible hot lists are for scofflaws (repeat offenders), permit holders, or vehicles wanted by law enforcement.
- **Electronic Chalking** – To check time zone violations, your team can perform "electronic chalking" to determine overtime violations in parking areas. Our chalking application also alerts the user of scofflaw and permit hits.
- **Revenue Control Equipment Integrations** – VATS can integrate with revenue control systems offering pay-by-space or pay-by-plate payment options including all major pay-by-phone providers. Upon entry of the vehicle plate number or space number, your officers will receive alerts of payment information.
- **Broken Meter Tracking** – Included with our enforcement system at no up-charge, your users can enter in meter numbers that are broken, which will then alert the field tech of the issue. Furthermore, all broken meter alerts are then tracked and available in a backoffice report.
- **Three Click Ticket** – With our VATS Enforcement solution, your officers can enter most tickets with only three clicks of the handheld.

- **Complete Package** - Read registration sticker barcodes to integrate with the local DMV vehicle information where applicable, print barcodes on parking citations, offer GPS tracking on handhelds, offer electronic signatures and more!

REAL-TIME COMMUNICATIONS

Our cloud-based solutions ties your system together. Our real-time 4G handhelds can communicate with your meters, pay-by-phone system and back-office system (scofflaws & permits) to tie your parking operation into one simple system.



PAY-BY-PHONE INTEGRATIONS

PARKMOBILE

Municipal Citation Solutions has successfully Integrated with Parkmobile, the leading global provider for on-demand and prepaid mobile payments for on-and-off street parking. Their services are used in more than 600 locations in the U.S. by millions of registered users. With our integration with Parkmobile any payments made with the Parkmobile Parking phone app will appear as paid when the enforcement officer types in the license plate number.

PASSPORT PARKING

Municipal Citation Solutions has successfully integrated with Passport Parking in several operations that use Passport Parking for park-by-phone services. Passport Parking is a fully integrated provider of cloud-based parking solutions operating in more than 70 jurisdictions. With our integration with Passport Parking any payments made with the Passport Parking phone app will appear as paid when the officer types in the space number.

PAYBYPHONE

PayByPhone is the Global leader in mobile payments with more than four million parking, tolling, public transit, bike share and EV charging transactions a month in hundreds of cities across North America and Europe. Customers love the simple, easy and secure way to pay for parking with options including: mobile web, smartphone and smartwatch applications and IVR. With our integration with PayByPhone any payments made with the PayByPhone Parking phone app will appear as paid when the enforcement officer types in the customer license plate number.

WHIPP

Municipal Citation Solutions has recently completed an integration with Whipp, a pay-by-phone company using beacon technologies to activate you're the customers parking payment app when they pull into a parking facility and charges the customer when they drive out of the parking facility. With our integration with Whipp any payments made with the Whipp parking phone app will appear as paid when the enforcement officer types in the customer license plate number.

OTHER INTEGRATIONS

GENETEC LPR SOLUTIONS

Municipal Citation Solutions has successfully integrated with Genetec's LPR system called AutoVu. Genetec is the leader in the development of world-class unified IP security solutions. In addition to our integration, MCS has partnered with Genetec to market and install their AutoVu LPR system. The Genetec LPR system is the leading mobile LPR system for parking enforcement. Genetec owns the only patent for time zone enforcement, and their system works as easily with scofflaw and permit enforcement. MCS is a certified integrator for Genetec and can fully install and support their system.

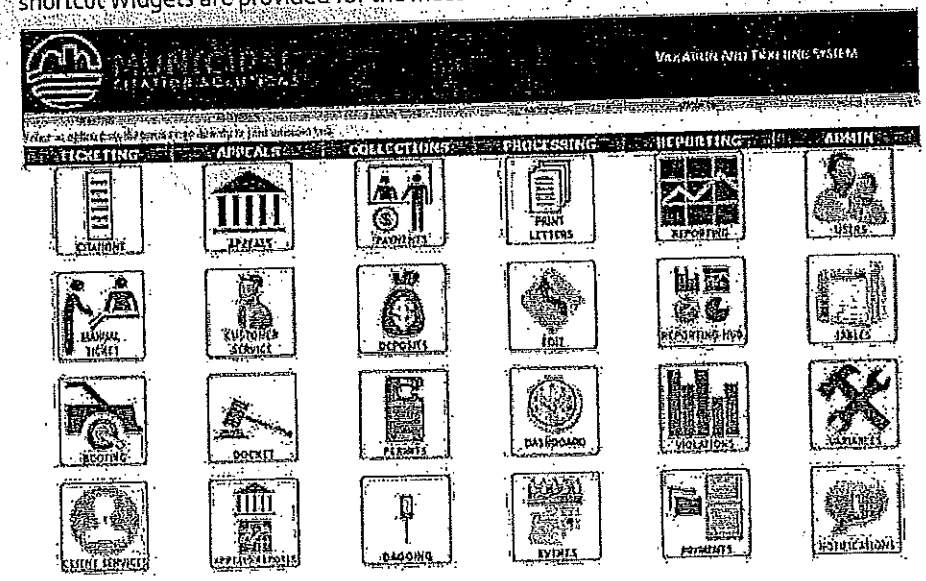
UNIQUE MANAGEMENT SERVICES

Municipal Citation Solutions has successfully integrated with Unique Management Services (UMS) to provide a seamless collections process for outstanding parking citations. UMS utilizes a series of strategically timed letters and phone calls to encourage debtors to pay outstanding debt. Letters get increasingly stronger in the language as they progress while still remaining complaint with all applicable federal, state, and local laws and regulations. All phone calls are made by live callers who encourage debtors to clear their balances in a timely manner. Call scripts are designed to encourage payment while, again, remaining complaint with all applicable federal, state, and local laws and regulations. Throughout the collection process, UMS utilizes various databases to assure addresses and phone numbers being used are the most accurate communication means available. UMS' goal is to encourage debtors to clear their accounts in a timely manner in order to reduce accounts that have been deemed otherwise uncollectible by our clients. The leverage provided UMS as a third party collection agency triggers response and achieves recoveries that might have never been seen by our clients.

CITATION SOLUTIONS

BACKOFFICE - WEBVATS

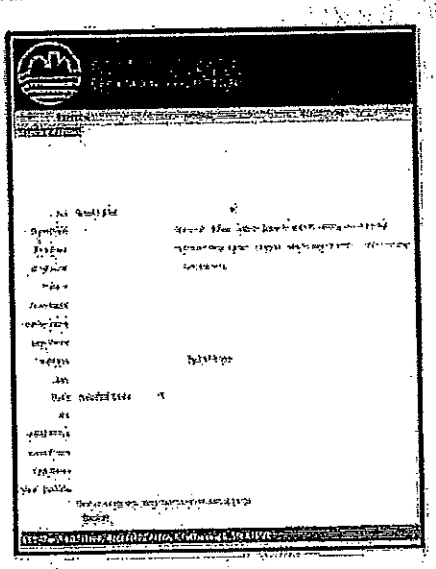
The VATS back office software, known as WebVATS is an intelligent and intuitive system. Context-sensitive menus make navigating WebVATS easy to use. Furthermore, shortcut Widgets are provided for the most commonly used features and modules.



FEATURES AND MODULES OF WEBVATS

Some of the basic features and modules of WebVATS are described below:

ACCOUNT AND CITATION INQUIRY



The account-based structure of *VATS* affords your operation the ability to locate individual citations as well as accounts by numerous search criteria. This structure enables the rapid and accurate identification of all citations for a specific violator, as well as the total amount owed by the violator. Users can seamlessly move from record to record within an account, review data at a high level, or drill down to the smallest detail record.

Search criteria include ticket number, license plate number, registered owner name, address, email, phone number, date, street, violation and officer. Searches may also be performed using partial data such as the first characters of a name. Additional data fields can be indexed and used as an access criterion at a client request.

The VATS database will be available to the City employees 24 hours per day and 365 days a year.

APPEALS/ADJUDICATION

Our adjudication and court scheduling module provides the ability to easily provide an administrative review of a parking citation, schedule formal hearings, display and modify hearing schedules, and prepare hard copy citation history, supporting complaints and calendar documents. The rules and processes for adjudication of parking citations vary from jurisdiction to jurisdiction. Accordingly, when developing the Adjudication and Court Scheduling module, MCS took care to make the module easily customized and extremely flexible to accommodate a wide variety of jurisdictional rules and regulations. Additionally, the module allows authorized users to update the disposition of adjudication hearings, and make any changes to the violator's account based on the updated disposition.

The module can also be configured to support different schedules for hearing officers and court, allowing MCS to maintain separate schedules for requested hearings and system-scheduled hearings. Dozens of customizable adjudication letters can be easily printed in the Appeal module.

BOOT/TOW MODULE

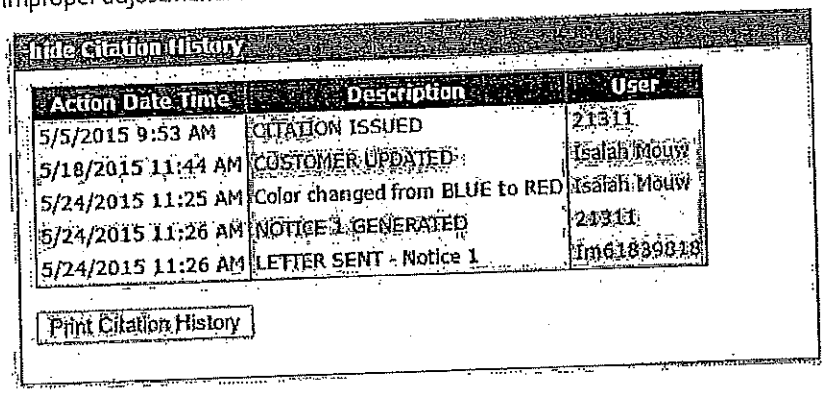
WebVATS offers a Boot/Tow tracking module which is included in all packages. Parking Enforcement Officers can enter boot transactions or boot tickets and the parking clerks track them properly to ensure the boot is removed when paid or the vehicle is towed if not paid. The Boot/Tow Module will also add boot/tow fees and even track the tow to a specific tow yard for increased customer service if the citizen calls to find out where the vehicle is.

CASHIERING MODULES

WebVATS is a browser-based interface which can be accessed on any Internet-connected computer. The great thing about this is no cashiering software application is needed to access our system or accept payments. All payments are electronically validated retaining the date, time, user, payment method, payment type and amount. An electronic image of the receipt is saved for every payment. Payment receipts print on a standard sheet of paper so typical office printers are all that is needed for printing payment receipts. Barcode Scanners are available upon request if you want your parking citations to come with barcodes printed on them.

CITATION HISTORY

All changes or edits made to a citation, customer account, or vehicle record whether by a user or system rule are logged and visible in our Citation History feature. The Citation History for any Citation can be printed for the customer or parking team. Citation History is not editable to ensure full transparency of citation management. Furthermore, many of the more serious changes such as Voids, Citation Balance Adjustments and Payment Adjustments made by users can be easily accessed by a standard report to ensure no improper adjustments were taken.



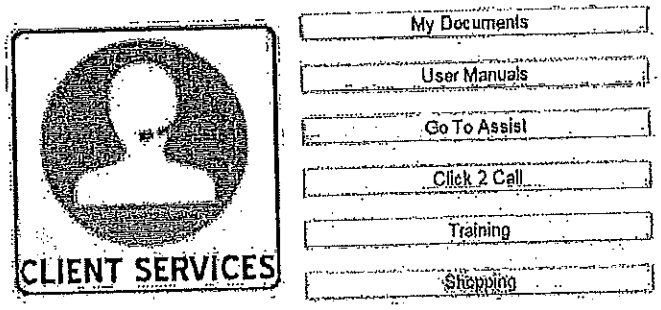
Hide Citation History

Action Date Time	Description	User
5/5/2015 9:53 AM	CITATION ISSUED	21311
5/18/2015 11:44 AM	CUSTOMER UPDATED	Isaiah Mouw
5/24/2015 11:25 AM	Color changed from BLUE to RED	Isaiah Mouw
5/24/2015 11:26 AM	NOTICE 1 GENERATED	21311
5/24/2015 11:26 AM	LETTER SENT - Notice 1	Im61839818

Print Citation History

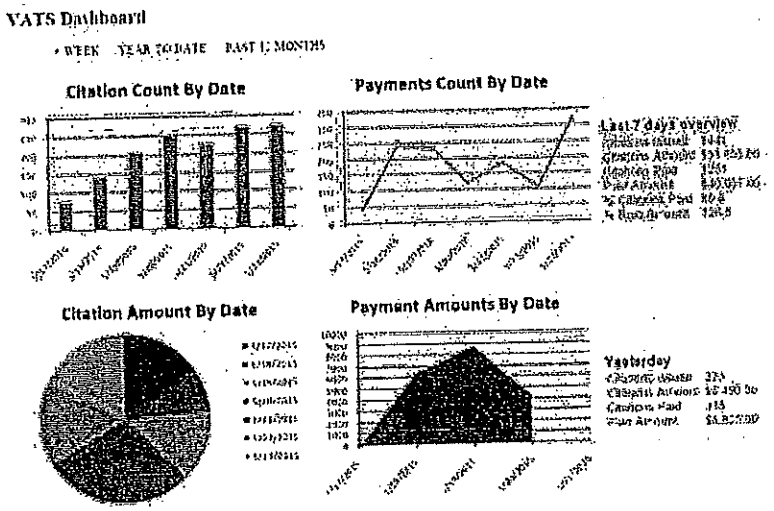
CLIENT SERVICES

Our Client Service module keeps users up-to-date on all new features and updates. All manuals can be downloaded from this module. Users can also upload their own reports or forms under our "My Documents" feature. Dozens of training videos can be viewed in this module. Lastly, users can purchase additional accessories for your units and printers through our shopping store.



DASHBOARD

VATS offers a dashboard for users to see account details and specifics that they wish to see on a regular basis. The Dashboard can be displayed with a weekly or annual view of your operations.



LPR HITS & READS DENSITY

For operations using our AutoVu LPR System, you will be able to view the LPR Hits or Reads density in your area with Google Maps. You can filter by date to ensure the LPRs staying in their zones or simply see the highest occupied streets in your area.

METER BAGGING

For short term permits involving a specified space or parking meter, VATS provides another module for issuing these permits, through our bagging module. With our bagging module, the user can calculate payment amount, set the start and end dates for the meter bagging, and track it with actual install and end dates. A receipt is automatically emailed to the applicant, and a notice of a new permit is sent to the user's operations manager. Daily, a report is sent to the user identifying all outstanding space rentals. Bagging transactions are tracked through the VATS financial system.

MANUAL CITATIONS

WebVATS also provides the ability to enter "manual" citations into the system. Manual citations are citations usually written by Police officers using traditional ticket books. Once entered into the system, citations can be tracked, notices sent and payments accepted just as if it were issued by the electronic handheld.

NOTES/COMMENTS

Users of WebVATS can add enter in notes about a specific citation or customer. Our customer service department will add a note for any involvement with a customer whether it be a call, email or letter. Users can select a note reason, add the note description, and attach an unlimited amount of documents. Editing of Notes is also available.

NOTICE PROCESSING

MCS will automatically generate and mail Notices of Unpaid Parking Citation, Delinquent Collection Notices, and Scofflaw Notices or any other notices as defined in the RFP using our WebVATS Processing module. MCS will work with your team to establish and fine tune the notice generation and mailing program to meet the needs of your operation. Notice files are created on a predetermined schedule, printed and mailed the next business day.

WebVATS maintains a saved image of all notices printed. Users can access these saved notices by citation number, license number, or any citation search criteria. Authorized City and MCS personnel will have the ability to view and assess notices by date mailed or violations status as a citation moves through the noticing and collections cycle. In addition, the system will provide a report of all notices mailed on a given date for quality assurance purposes.

ONLINE CITATION PAYMENTS & APPEALS

MCS will also offer an on-line payment feature at no extra charge. Through a user-friendly website (www.payvats.com), this module allows citizens to locate individual citations by citation or license plate number. Once users locate citations, they can select multiple or individual citations with all major credit cards accepted.

MCS can also create an online appeals module available at no extra charge. With www.appealvats.com, users can appeal their citation online by filling out the electronic form and adding multiple attachments to support their claim. Our appeals website prevents citizens from appealing if the specified number of days to appeal has expired.

Both links can be "i-framed" to your operational website. With online citation payments and appeals, your operation will see improved operational efficiency and fund security due to having less foot traffic in the office, and you will receive higher customer satisfaction and payment rate from customers not having to take a trip down to the office.

PERMITTING

Our permitting management module, is fully integrated with our enforcement system, cashiering module and financial reporting system. The program allows the sale, fulfillment, enforcement and administration of permits for these parking environments:

- Neighborhood Residential Parking Permits (RPP)
- University Parking Permits
- Beach/Seasonal Permits

Permit sales are fully integrated into WebVATS, from the permit purchase itself to the financial tracking. The user can easily define then edit the permits to fit the user's needs. Once defined, the payments can be made through the standard WebVATS Payment module. Permit renewal notices are auto-generated daily, based on parameters set by the user, to notify permit holders that their permits are about to about to expire. When a vehicle plate number is entered that matches a permit plate within WebVATS, the enforcement officer will be notified with a message of the valid permit.

REPORTING

WebVATS easy-to-use reports system offers access to all standard management reports. WebVATS allows project-authorized users to perform real-time, custom queries of all the information in the production database, providing accurate, up-to-the-minute program information to users. This provides a useful alternative to other ticket processing systems' reporting tools that present information in rigid, hard to use reporting generators.

Many of the standard WebVATS reports are available to be auto-emailed to users or non-users of the system. Reports can be created to auto-email on daily, weekdays, weekly or monthly basis.

SYSTEM VARIABLES

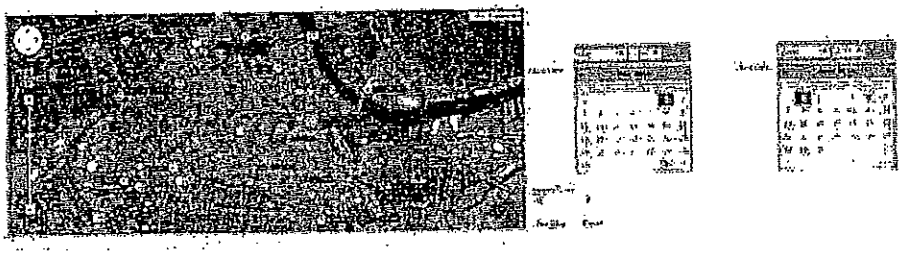
MCS relies on SQL database processing so this system can be rapidly adapted to your ever-changing needs. Many changes such as fine increases, late fee amount and notice text or sequencing can be deployed quickly by you city project manager. WebVATS includes administrative and setup tools for you to make changes to your business rules without assistance from MCS. With some vendor systems, these changes can take days, weeks or months, whereas with WebVATS this can be done with a click of the mouse with an appropriate user credential.

USER RIGHTS AND ROLES

VATS User Rights and Roles feature allows you to create roles and rights for your users. You can easily set up users with view only access or zero in on specific tasks you want certain users to be able to access or not access such as voiding of citations or adjusting citation balances.

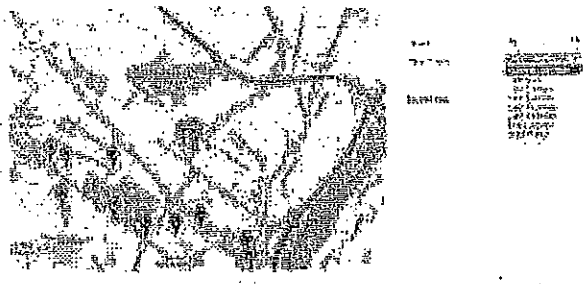
VATS TICKET DENSITY

With our VATS Ticket Density application, you will be able to view the ticket density in your area with a Google Maps. You can filter by date and by user to ensure they are staying in their zones or simply see the "hottest" enforcement areas in your area.

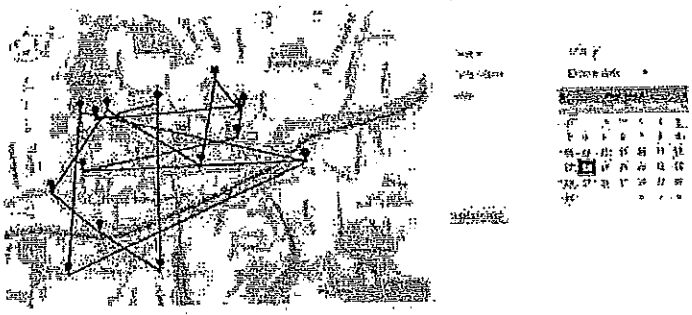


VATS TRACKING

With our VATS Tracking Application, your supervisors can see where all handhelds are at a given time.



Or they can view route Information for a given date or timespan providing another auditing tool to ensure maximum production.



IMPLEMENTATION PLAN

If awarded the contract, MCS will provide you with a detailed Project Control Plan within fourteen days of the execution of the contract. This plan will include a breakdown of all tasks to be completed along with estimated completion dates. In addition, it will include the specifics of the training program MCS will conduct both locally and through our corporate office. MCS will provide printed training materials for all users of the system along with operation manuals. The dates of the training will be approved by the City in advance.

MCS Project Manager, Isaiah Mouw, will conduct the training along with several other key members of our team. The training team will conduct all of the training sessions and perform the system testing to ensure the VATS system is meeting all of the City's requirements.

MCS has experience converting all of our major competitor databases into VATS. The current lead time is 60-90 days depending on equipment order and DMV integration.

PROFESSIONAL QUALIFICATIONS

PROJECT MANAGEMENT TEAM

The MCS management team that will be directly responsible for the management and corporate oversight for your VATS installation and implementation are:

ISAIAH R MOUW, CAPP, CPP, CHIEF OPERATING OFFICER

Isaiah Mouw has worked in the parking industry for over nine years including four years with Municipal Citation Solutions where he managed the first integration in Springfield, Massachusetts. In his current role as Vice President, Isaiah oversees the business development and project implementation for Municipal Citation Solutions. Isaiah serves on the International Parking Institute's (IPI) Advisory Council as a member of the Sustainability Committee and Parking Matters™ Committee. Isaiah is also an active member of the Green Parking Council (GPC) where he served on the Credentialing Committee, writes for the GPC blog and serves as the Chair of the Certification Committee.

Isaiah holds a Master's of Business Administration (MBA) from the University of Tennessee at Chattanooga and in 2014, Isaiah was awarded with the 2014 IPI Chairman's Award for his contributions to the parking industry.

RANDY JONES, VICE PRESIDENT OF SUPPORT

Randy has over 30 years of experience in the parking and transportation business including serving as an executive in on-street parking programs.

After beginning his career as a transportation planner in Washington, D.C., Randy spent 25 years as the Manager of Public Service of the City of Charlotte, NC. As such he managed the City's parking program. In 1996, he privatized their on-street program. The Charlotte program was the one of the first programs in the United States to do a full turn-key outsourcing, under which they still operate.

Randy is now in charge of managing MCS programming and support, as well as the day-to-day operations of VATS and the LPR systems.

SUPPORT DESK TEAM

The support desk is available Monday through Friday from 8:00 AM to 6:00 PM and rolls over to a Project Manger's cell phone for after hours. Your Support Desk team will be comprised of Julie Dotston and Jordan Parker.

Julie Dotson is MCS's lead technician in connectivity. Julie has over 15 years of experience in information technology. Julie is also very experienced and familiar with your handheld phone and Star Micronics SM-T300 printer.

Jordan Parker is MCS's lead technician in hardware. Jordan also has over 10 years of experience in information technology. Jordan is a certified Genetec integrator and installer for our Genetec LPR technology.

PROGRAMMING TEAM

MCS has several full-time experienced .NET/SQL programmers, the program in which *VATS* was written. MCS takes pride in the fact that 100% of our programming and support occurs in our corporate office of Chattanooga, Tennessee. We do not outsource any of our programming or support creating face-to-face meeting between our project managers and programmers to ensure the requests of our clients are being met. The programming team that will be dedicated to your projects will consist of Mike Courter and John Redmon and overseen by Jim Suttles.

Jim Suttles, our chief programmer and Director of IT, who wrote the foundation for VATS has been a programmer for 20+ years. He has been working with .NET since it was published in 2002. He is also proficient in the use of ASP.NET 4.0. 3.5, 2.0, C#, AJAX/Atlas, SQL Server 2012, 2008, 2005, 2000, SQL Reporting Services, Crystal Reports, JavaScript, VBScript, CGI, ASP, VB6, Perl, HTML, DB2, Oracle, Windows 7, Windows Vista, Windows XP, Windows 2003 Server, Windows 2000, Windows NT, 98, 95, Unix, Linux, Microsoft Office, Visual Studio.NET (2012, 2010, 2008, 2005, 2003), IIS, CICS, COBOL, and JCL.

Mike Courter, is a Senior Net Developer and SQL programmer, with 20 years programming experience. In addition to .NET programming, he also programs in VB, C++ and Access.

John Redmon, is our Senior Net Developer and has 10 years of programming experience. He has experience in AJAX/ATLAS, ASP.NET 4.0, 3.5, 2.0, ASP, C#, Java, JavaSwing, JavaScript, PHP, MVC Development, C++, C, CUDA, Multiprocessor/Multithreaded applications, MatLab, IIS, Apache, SQL Server 2014, 2012, 2008, 2005, and 2000, Visual Basic, and Basic. John also has utilized Windows 8.1 - 3.1, Linux (OpenSUSE and Ubuntu),

MacOS, as well as VisualStudio.Net (2013, 2012, 2010, 2008, 2005, 2003), NetBeans, Eclipse, and MonoDevelop.

Mark Davis, is our Database Administration and QA Tester and has 36 years' experience in Information Systems, with 7 years in Operations and 29 years as a Mainframe Developer using COBOL, SQL, and DB2 and IMS databases. He has worked in many environments, having IT experience in Finance, Insurance, Sales, Service, Manufacturing and Military industries.

FINANCIAL/PROCESSING TEAM

Jeff Thornton will be responsible for financial reconciliation and invoicing for this project while Tasha Blake will oversee your notice processing and customer refunds.

Jeff Thornton has an accounting degree from the University of Tennessee – Chattanooga. In addition to assisting with normal program inquiries, he monitors VATS financial system and invoicing.

Tasha Blake has been with Municipal Citation Solutions for over 3 years working in our Processing Department. Tasha is very detail oriented and constantly auditing our notices before mailing them out.

SUSTAINABILITY

The GREEN movement is a growing force in everyday life, and in every industry, including parking. Individuals, companies and governments are looking for ways to reduce energy use and to reduce their impact on the environment. With the gasoline-consuming, carbon dioxide-emitting automobiles being the basis of our business, Municipal Citation Solutions has asked this question? What can we do to help our clients attain their Green Goals?

The following areas are ways Municipal Citation Solutions can help your operation meet its sustainability goals:

- Reduce Paper Use - Our real-time ticketing technologies eliminate the need for two part paper parking citations. In addition, all of the VATS System reports are available electronically eliminating the need to print reports.
- Reduce Vehicle Trips – Our easy to use online payment and appeals website will reduce vehicle miles driven for customers driving to the office to pay or appeal a parking citation.
- Vehicle Cruising – Our Pay-By-Phone technologies will limit vehicle cruising at your operation. The ability to pay and add time to your parking meter from your phone will decrease needless vehicle cruising.
- License Plate Recognition – Our License Plate Recognition (LPR) system will allow your organization to enforce greater areas with minimal resources. In addition, many of our clients have mounted our LPR cameras on fully electric or alternative-fuel vehicles reducing vehicle emissions.
- Recycled Paper – We can order your customized notices, forms and parking tickets on FSC-certified paper.
- Volunteer Involvement – Key personnel of MCS serve on the International Parking Institutes' Parking Sustainability Committee and on the Green Parking Council's Certification Committee devoting their time and energy to sustainability.

go green

ADDITIONAL SERVICES

LICENSE PLATE RECOGNITION (LPR) ENFORCEMENT

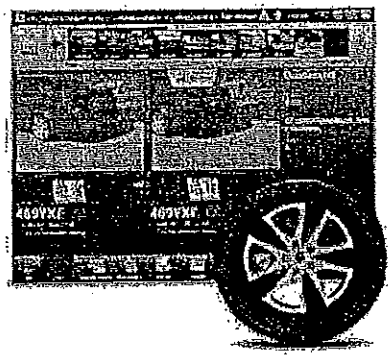
MCS has partnered with Genetec to market, install and support their AutoVu LPR system. The Genetec LPR system is the leading mobile LPR system for parking enforcement. Genetec has the only patent for time zone enforcement, and the system works just as easily with scofflaw and permit enforcement.

The City can use LPR in a number of different ways in parking enforcement:

SCOFFLAW LOCATION

In parking management, a "scofflaw" is an individual who "scoffs at the law", by not paying his parking citations. The definition varies widely from city to city, but typically the scofflaw has multiple unpaid citations, say 3-5 citations, of a specified age, say at least 10-14 days old. As the LPR system snaps photos and then "reads" the vehicle plates, the LPR system compares this plate to a list of scofflaws from the VATS system which uploads to the LPR automatically. If a match is made, staff is alerted so enforcement can be undertaken.

TIME ZONE ENFORCEMENT

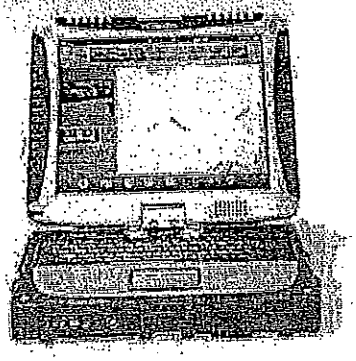


One of the most effective functions of an LPR system is in time zone enforcement. Most cities limit the length of time a parker can stay at a parking space, whether it is a paid space or not. Traditional enforcement involves "chalking" of a parked vehicle's tires – either with a crayon-like piece of "chalk", or by entering plate, date/time and location information into an electronic enforcement program. The enforcement officer then returns after amount of time allowed the parker. If the vehicle is still in the same location, either as identified by the chalk not having worn off, or the electronic enforcement program indicating that the vehicle has not moved, then enforcement is made. Traditional time zone enforcement is one of the most

difficult tasks in parking management – it is very labor intensive, it requires precise enforcement routings, is subject to error, and can often result in citizen complaints.

With an LPR system, this process is easy, accurate, and efficient. The LPR vehicle can pass through an area quickly at traffic speeds, covering the downtown area of a mid-size city in the time it would have taken 4-6 enforcement officers. This LPR system takes a photo and records the location of every vehicle it passes. The LPR vehicle then can return at any time; the system calculates whether the parked vehicle is in violation.

PERMIT ENFORCEMENT



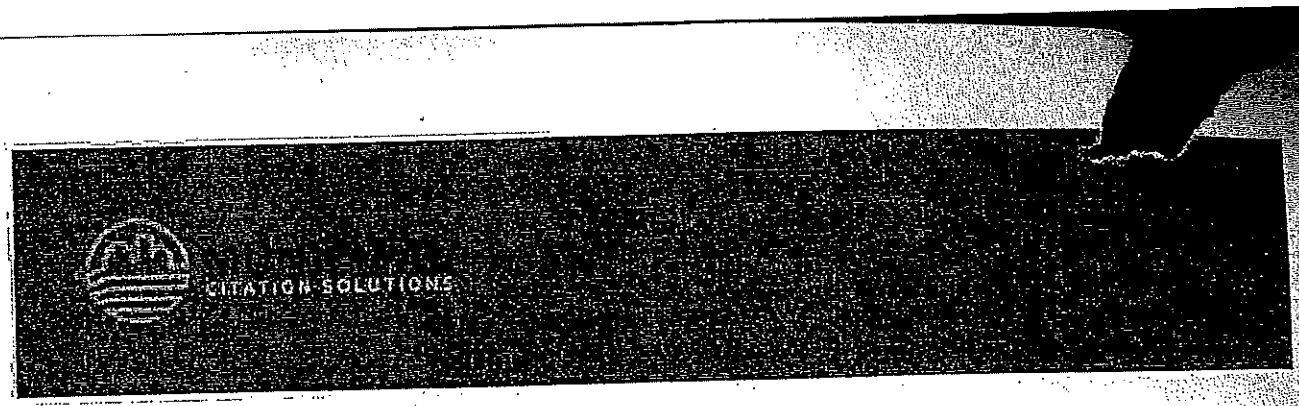
The LPR system, as it travels through the enforcement area, takes photos of all vehicles, "reads" the license plates, and then compares this license plate against the VATS list of permitted vehicles which has been loaded into the LPR system automatically. If the system identifies that a vehicle is not on the permitted list, then the LPR operator is alerted about a possible violation. The operator then verifies the vehicle plate was read accurately. If correct, the enforcement officer issues a citation, at which time the plate plus its state are compared in real time to the list of permitted vehicles.

DATA COLLECTION & ANALYSIS

The LPR system can be used to facilitate field occupancy and turnover studies. Instead of having a team of staff walking a small study area for hours at a time, one employee in an LPR vehicle can circle a much wider area at traffic speeds collecting data. At the end of the day the data can then be download to a spreadsheet, then analyzed for occupancy. The data can then be re-sorted to identify the length of stay. EASIER. FASTER. LESS COSTLY.

NEXT STEPS

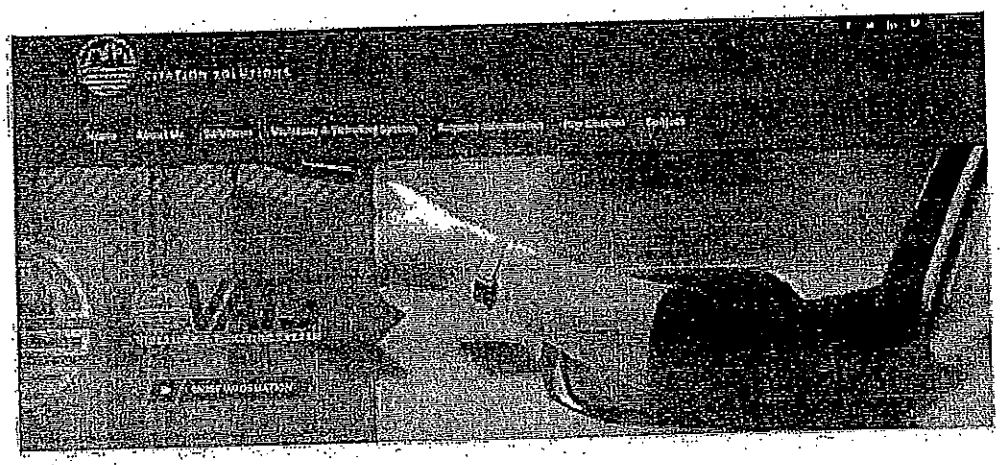
MCS is a certified integrator for Genetec and can fully install and support their system. With over 4 staff members who are certified integrators and installers of the Genetec AutoVu LPR product, we can make this transition go as seamless as possible with little help from your IT department. Contact us today if you would like more information or a quote about our LPR Products.



FOR MORE INFORMATION

COMPANY WEBSITE

For more information outside out of our client references, please check out our newly designed company website at www.municipalcitationsolutions.com. There you will find more information including promotional videos and testimonials.



SOCIAL MEDIA

Or see what MCS is up to by following any of our official social media pages. Don't forget to like us!

Facebook: www.facebook.com/municipalcitationsolutions
Twitter: https://twitter.com/municitations
LinkedIn: https://www.linkedin.com/company/municipal-citation-solutions
Vimeo: http://vimeo.com/municipalcitations

CITATION SOLUTIONS

PRICING

Please find our pricing plan details below.

Description	Rate
VATS Software Monthly Lease	$14,000.00 Per Year
VATS Software Support	Included
VATS Hardware (Three: Panasonic FZ-E1 at $2500.00 per)	$7500.00
VATS Printer Hardware (Four Printers at $400.00)	$1600.00
VATS Hardware Replacement (Replacement up to 36 Months)	Included
VATS Hardware Remote Support (Email & Telephone Consultation)	Included
Annual Software Upgrades	Included
1 PayByPhone Integration	Included
Cost of Cellular Service for 3 Phones (Data Required)	Not Included
Cost for Notice Processing (Postage & Paper)*	$.75 Per Notice Mailed
Cost of Out-State DMV Lookups	$1.25 Per Hit
Cost of In-State DMV Lookups	Included
Cost of DMV Marks	At Cost Reimbursement
Cost for Notice Envelopes, Enforcement Tickets and Envelopes	At Cost Reimbursement
Cost for Online Payments**	Included
Base Total	**$14,000 Ticket Issued Plus Equipment and Reimbursement on Above Mentioned Expenses**

*City can print and mail notices from our system free of charge or MCS can print and mail them for $.75 per notice mailed plus envelope cost reimbursement.

If MCS uses its Merchant ID, there is a $3.50 per transaction charge **to your customers to cover credit processing fees. If the City is willing to use its Merchant ID, there is no fee from MCS.

APPENDIX

Case Studies

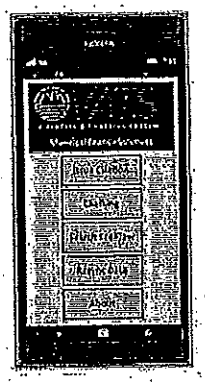
Printer Spec Sheet

Handheld Spec Sheet

Sample Contract

Sample Letters

Chattanooga Parking Authority



In an effort to improve the parking enforcement program, the Chattanooga Parking Authority (CPA), an entity of the Chattanooga Area Regional Transportation Authority (CARTA), transitioned their enforcement platform from paper tickets to the Municipal Citation Solutions (MCS) product known as VATS in the third quarter of 2012.

The electronic handheld ticketing system, using rugged smartphone handhelds and two License Plate Recognition (LPR) systems, made an immediate impact on citation revenue, which increased by over 75% from 2012 to 2013.

When the Chattanooga Parking Authority introduced Parkmobile pay-by-phone in 2013, MCS was able to quickly integrate the VATS handhelds with the application. Offering the opportunity for parkers to pay for their parking with this mobile application made parking quick and convenient.

"When parkers pay-by-phone, the enforcement officers are alerted on their handhelds that a given plate was paid, resulting in less erroneous tickets and frustration for the customer," says Randy Jones, Vice President with Municipal Citation Solutions.

In the summer of 2015, enforcement officers also went mobile when CPA upgraded their handhelds to VATS mobile handhelds, enabling users to issue citations from a cellphone. This move increased efficiency in enforcement teams and led to a 12% increase in the number of citations issued from 2014 to 2015.

"We were thrilled to offer our state-of-the-art mobile enforcement technologies to help take the Chattanooga Parking Authority operations to the next level," says Isaiah Mouw, Vice President with Municipal Citation Solutions.

With the help of MCS's citation management products, the CPA continues to see an increase in efficiency and revenue time and time again. In 2015, CPA posted an 85% collection rate without using a third party collections agency, and is projected to bring in over $1 million dollars in citation revenue in 2016.

2015 RESULTS

Over 63,000 Citations Issued

More Than $990,000 in Citation Revenue

85% Citation Collection Rate

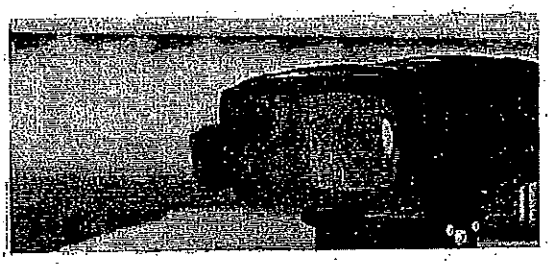
Over 139,000 Pay By Phone Transactions

"We are very satisfied with the technologies and customer service that Municipal Citation Solutions has provided for our operation. We are very pleased because all revenue from the citation system goes back to the Chattanooga Area Regional Transportation Authority to fund projects like parking enhancements and the free Electric Shuttle provided in downtown Chattanooga."

Brent Matthews, CAPP
Parking Director
Chattanooga Area Regional Transportation Authority

MUNICIPAL CITATION SOLUTIONS

Learn More at www.municipalcitationsolutions.com



Food For Fines - Albany, NY

In the fall of 2015, the City of Albany partnered with Municipal Citation Solutions and the Food Pantry to allow citizens to have their parking ticket late fees waived in exchange for canned goods donations to feed the hungry.

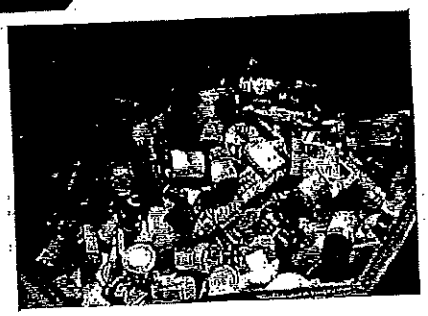
The results of the Food For Fines (FFF) program were astonishing. Over 14,000 payments were collected for over $793,000 during the 75-day FFF amnesty period. But more importantly over 2 tons of canned goods were collected from donations as a result of the waived late fees. The Food for Fines program also helped many citizens avoid being booted or towed. With the program, Albany was able to recover over $200,000 from 500 scofflaws on 1,600 outstanding citations issued during the Food For Fines program.

"Municipal Citation Solutions was honored to partner with the City of Albany to allow customers to pay their parking fines with canned goods to help those in need. Let's face it; no one likes to pay a parking ticket. But with this creative endeavor people were able to pay a parking ticket with a smile on their face knowing they were contributing to the greater good," says Isaiah Mouw, Vice President of Municipal Citation Solutions.

The program soon went viral being mentioned in many media sources including NPR.org and Smithsonian.com. The result was a win-win for the City of Albany, parkers in Albany and the Albany citizens in need of food.

"On any given day, more than 900 local children will eat dinner because their parents were able to access food from one of our 53 food pantry coalition members." said Natasha Pernicka, Executive Director of The Food Pantries for the Capital District. "We commend the City of Albany for this innovative program that will support our member food pantries, as we're experiencing the highest service levels in our 36-year history."

Standard Fine for Expired Meter: $25 + State Surcharge: $15
**Late Fee: $25*
Total Fine: $65
All late fees waived during FFF creating extra savings for customers & incentive to pay outstanding parking fines



Food for Fines Results

Over $793,000 Parking Citation Revenue during FFF

Over 4,000 Pounds of Food Collected

Over $302,000 in Outstanding Parking Debt Paid Off

"Albany's Food for Fines program took in donated food for about 5,000 meals for the hungry at the neediest time of the season, while achieving a much needed boost in revenue for the City. All while accomplishing what I had thought was the impossible: Customers who were happy to pay their parking tickets! Thanks to Municipal Citation Solutions, this program was conceived, developed, legislatively approved and implemented in less than 8 weeks, a short turnaround that would simply not have been possible without their help."

Darius Shahinfar
Treasurer, City of Albany

MUNICIPAL CITATION SOLUTIONS

Learn More at www.municipalcitationsolutions.com

City of Stamford

The City of Stamford chose Municipal Citation Solutions as their citation management provider in December 2014. MCS implemented our electronic, handheld ticketing system known as VATS and it paired with the world's most rugged phone (Panasonic FZ-E1) handhelds and Star Micronics printers in an effort to improve their parking enforcement program. Immediately, the VATS solution made an impact on citation issuance by increasing it by over 5% from 2014 to 2015 and **over 19%** from 2015 to 2016. In turn, Citation Revenue is projected to increase by **over 44%** from 2015 to 2016.

With help from MCS, the City of Stamford was able to easily integrate several additional parking services to improve parking for their customers. In early 2016, the City of Stamford implemented a pay-by-phone system and Municipal Citation Solutions was quick to integrate VATS handhelds with Parkmobile. When the Town Center mall installed dozens of Digital parking paystations, our company was able to seamlessly incorporate into the existing ticketing system.

"The PEO's were thrilled to be able to view payments from the handhelds and be alerted if they inadvertently tried to ticket a paid vehicle. They no longer had to pull the stall report and compare to the vehicles parked saving time and frustration," said Randy Jones, Vice President with Municipal Citation Solutions.

In 2016, the City of Stamford purchased PermitVATS to begin selling Beach Permit Stickers online. "We were very happy to implement our online permitting system to take this already productive operation and make it even more efficient while helping the City of Stamford reach their customer service goals," says Isaiah Mouw, Chief Operating Officer with Municipal Citation Solutions.

The City of Stamford continues to see an increase in efficiency and revenue due to the selection of MCS as their citation management provider time and time again. In 2015 Stamford experienced a **90% collection rate** without using a third party collections agency. In 2016 the city is projected to bring in **over 2.75 million dollars** in citation revenue, a 40% increase from the previous year.

2016 RESULTS

Over 75,000Citations Issued

More Than $2,700,000 in Citation Revenue

90% Citation Collection Rate

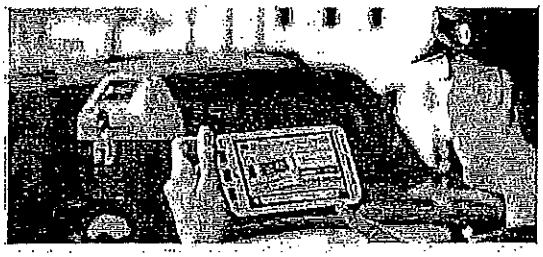
Over 100,000 Pay By Phone Transactions

"We are very satisfied with the technologies and customer service that Municipal Citation Solutions has provided for our operation. They bring the parking expertise to the table to help the City of Stamford reach our parking and transportation goals."

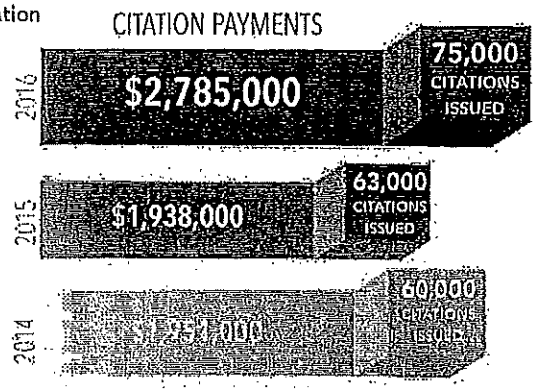
Joshua W. Benson
Bureau Chief of Transportation, Traffic & Parking
City of Stamford

MUNICIPAL CITATION SOLUTIONS

Learn More at www.municipalcitationsolutions.com



CITATION PAYMENTS



CITATION SOLUTIONS

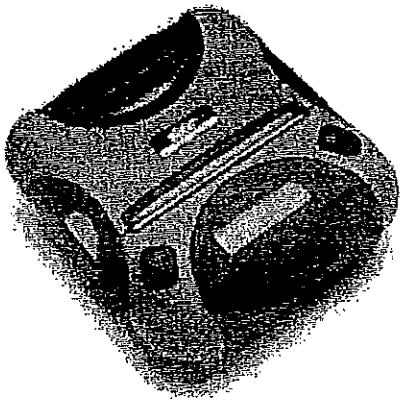
2011 - 2016 VATS YEARS

PRINTER OPTIONS: STAR MICRONICS SM-T300

VATS 3.0 makes enforcement easy with a user friendly phone app designed by parking professionals for parking professionals. With numerous mobile handheld options, our Star Micronics SM-T300 printer is the perfect Bluetooth solution that can work with all of them. With a rugged and water-resistant design coupled with a long battery life makes the SM-T300 a welcomed option for parking operations in harsh outdoor environments. In addition to easy drop in and print paper loading and print speed of 75mm per second, the SM-T300 also features an LCD display, magnetic stripe reader and comes standard with a Wireless/LAN & Serial connection.

SPECIFICATIONS

- Weight: 15.34 oz
- Dimensions: W 4.72" – H 5.11" - D 2.28"
- Battery Life: 8-10 Hours
- Drop Radius: 5 Feet
- Operating Temps: 0 F to + 110 F
- Paper Roll Size: 3"



FEATURES:

- Drop in and print paper loading.
- Print speed of 75mm per second.
- Backlit LCD Display with 8-10 battery life.
- Dust protected and splash proof (IP54 Certified).
- Test Printer Feature with all VATS phone handheld units.
- Belt clip, shoulder straps and protective covers available.

BENEFITS:

- Lower hardware capital investment.
- Conveniently fits on a belt buckle under a jacket to minimize exposure to elements.
- Increase citation revenue due to 75 mm per second print speed.
- Mix and match with any other VATS. enforcement handheld units.
- No need to mail a handheld for repair if there is a printer hardware issue. Having a Bluetooth printer allows you to change printers if one were damaged to prevent any downtime from the handheld.

Municipal Citation Solutions
633 Chestnut Street, Suite 2000
Chattanooga, TN 37450
Tel 1-888-866-6466
Fax 423-265-5728
support@municipalcitationsolutions.com
sales@municipalcitationsolutions.com

VIOLATION & TICKETING SYSTEM

CITATION SOLUTIONS

2011 - 2014 VATS YEARS

ENFORCEMENT OPTIONS: PANASONIC FZ-E1

VATS 3.0 makes enforcement easy with a user friendly phone app designed by parking professionals for parking professionals. The VATS 3.0 enforcement app is available on the Windows 8.1 mobile operating system making it available on many Windows mobile devices including the Panasonic FZ-E1.

The FZ-E1 boasts the world's longest battery life for a hand held tablet, with 14 hours of continuous data access making it a perfect solution for busy parking operations. Advertised as the world's most rugged 5" phone, the FZ-E1 is IP65/68 tested with a 10' drop resistance, operating temperature of -4° F to 140° F and a glove-enabled multi-touch daylight readable display ensuring that the Panasonic FZ-E1 is tough enough for any parking enforcement operation.

SPECIFICATIONS

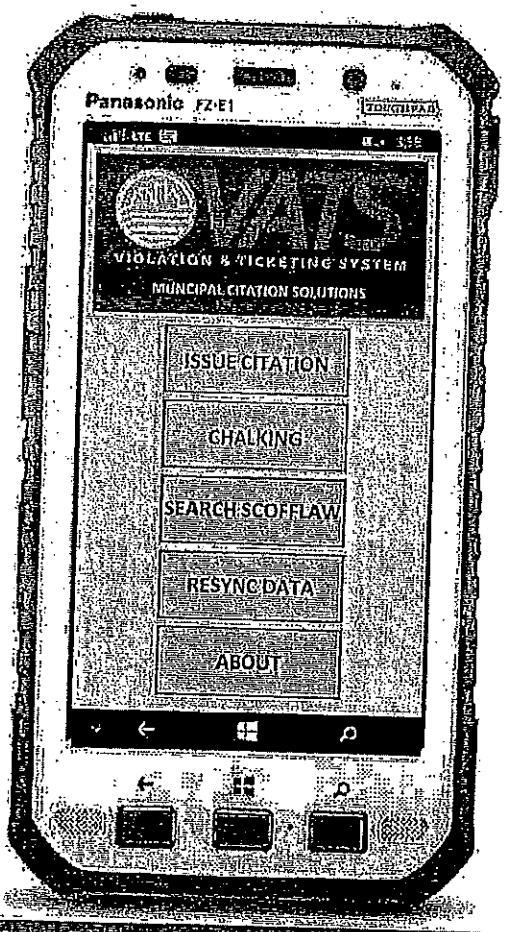
- Weight: 15.04 oz
- Dimensions: W 3.4" – H 6.5" – D 1.2"
- Battery Life: 14-hour Hot-swappable Battery
- Drop Radius: 10 Feet
- Operating Temps: -4° F to 140° F
- Scanner: Available

FEATURES

- Issue citations with real-time photos.
- Electronic chalking with photos.
- Perform scofflaw searches.
- Real-time integrations with all major pay-by-space, pay-by-plate and pay-by-cell providers.
- Broken meter alerts and emergency alerts.
- Three-click ticket feature to issue a ticket with just three clicks.

BENEFITS

- World's toughest 5" hand held tablet with optional data and voice technology.
- World's longest battery life for a hand held tablet, with 14 hours of continuous data access.
- Less RMAs and support calls due to extreme rugged design.
- Optional 1D/2D bar code reader for reading registration stickers and permit bar-codes.
- Increase citation revenue due to three-click ticket feature and user-friendly design
- Mix and match with any other VATS enforcement options.



Municipal Citation Solutions
633 Chestnut Street, Suite 2000
Chattanooga, TN 37450
Tel 1-888-866-6466
Fax 423-265-5728
support@municipalcitationsolutions.com
sales@municipalcitationsolutions.com

VIOLATION & TICKETING SYSTEM

ParkMedford, 557-B Main Street, Medford, MA 02155
Telephone: 781.874.0051

1/26/2016

TEST TESTER
633 CHESTNUT ST
CHATTANOOGA, TN 37450

1st Notice of Overdue Citation(s)

Re: Citation # MDB5423:

One or more parking citation(s) were issued to the vehicle with the registration number noted below. The information concerning these parking citation(s) is noted below. As the registered owner or lessee at the time this vehicle was cited, you have not paid or appealed the citation(s) within the timeframe provided on the citation(s) by Massachusetts General Law (.M.G.L..) Chapter 90, Section 20A 1/2. Late fees have now been added.

Citation	Issued	Location	Violation	Vehicle	State	Amount Owed
MDB5423	1/20/2016 10:34:31 AM	Abbott Street	51-EXPIRED METER	TEST	MA	25.00
MDB5424	1/20/2016 10:39:14 AM	Bower Street	07-WRONG DIRECTION	TEST	MA	25.00

If the vehicle was rented or leased to a third party at the time of the violation, return this notice with a copy of the rental/lease agreement providing all relevant information for the renter or lessor under the time frames provided in M.G.L. Chapter 90, Section 20E.

Failure to make payment within 15 days of the date of this notice will result in an additional $10.00 late fee.

Failure of the lessee of taxis or leased vehicles to obey parking violation notices issued during their lease may result in the non-renewal or suspension of their driver's license per M.G.L. Chapter 90, Section 20E.

You may pay the citation(s) by any method below:

- Online at www.payvals.com
- Mail payment by check or money order (Do Not Send Cash) payable to ParkMedford, or in person between 9:00 a.m. and 5:00 p.m. weekdays and open till 7:00 p.m. on Wednesdays to:

  ParkMedford
  557-B Main Street
  Medford, MA 02155

Please write the citation number and your plate number on your check or money order. If full payment has been previously made, please contact us with proof of payment in order to update our records.

Sincerely,
ParkMedford

DURHAM
1869
CITY OF MEDICINE

City of Durham
Transportation Department Parking Systems Division
P.O.BOX 1370 | Durham, NC 27702
P:919.680.2481 | F:919.680.2392
www.DurhamNC.gov

1/26/2016

TEST USER
633 CHESTNUT ST, SUITE 2000
CHATTANOOGA, TN 37450

Customer Statement

Our records indicate that you have the following unpaid parking citation(s).

Citation	Issued	Location	Violation	Vehicle	State	Amount Owed
4003	1/17/2016 7:28:00 PM	ALABAMA	P-PARKING ON SIDEWALK	TEST123	NC	10.00
TSR4002	1/17/2016 7:13:00 PM	ALABAMA	P-PARKING ON SIDEWALK	TEST123	NC	10.00
TST5019	11/23/2015 2:26:29 PM	100 N CHURCH ST	PARKING ON SIDEWALK	TEST123	NC	65.00

Total Owed: $85.00

O If this circle is checked, you are encouraged to contact us immediately in order to resolve this matter before further action is taken. Please note the 30 (thirty) day period for appealing the citation has expired and the civil penalty has escalated. If not paid within 15 (fifteen) days of the issuance the civil penalty it will escalate by $25.00.

You may pay the citation(s) by any method below:

- Online at www.payvats.com
- By phone with Visa or Master Card by calling 919.680.2481
- Mail payment by check or money order (Do Not Send Cash) payable to the City of Durham to:
  ParkDurham, P.O. Box 1370, Durham, NC 27702
- In person to the address above between 8:00 a.m. and 5:00 p.m. weekdays

O If this circle is checked and there are no citations listed above, our records show that vehicle tag number <<VEHICLE>> has no unpaid parking citations at this time.

Sincerely,

ParkDurham

Stamford Parking Violations, 888 Washington Blvd. 1st Floor, Stamford, CT 06901
Telephone: (203) 977-4979

1/26/2016

TEST TESTER
633 CHESTNUT ST
CHATTANOOGA, TN 37450

FULL PAYMENT NOT RECEIVED

Re: Underpayment
Please be advised that the below ticket has been under paid:

Citation	Issued	Violation	Vehicle	State	Amount Owed
STC6812	1/23/2016 8:44:37 AM	01-METER VIOLATION	TEST	CT	25.00

Failure to remit the balance due will result in additional penalties being assessed. A $25.00 late payment penalty is assessed if any portion of the ticket is not paid within 30 days of ticket issuance date. An additional $25.00 is assessed if any portion of the ticket is unpaid after 60 days of the ticket issuance date.
Please return corrected check and ticket(s) along with this notice to the payment address below. Or you can pay online at the website listed below:

- Online at www.payvats.com
- Mail payment by check or money order (Do Not Send Cash) payable to Parking Violations, or in person between 8:15 a.m. and 4:15 p.m. weekdays to:
  Parking Violations
  1st Floor
  888 Washington Boulevard
  Stamford, CT 06901-2152

If you do not understand this notice or need assistance please call (203) 977-4979.

Sincerely,
Stamford Parking Violations

City of Albany, Parking Violations Bureau, 24 Eagle Street, Albany, NY 12207

1/26/2016

TEST TESTER
633 CHESTNUT ST

CHATTANOOGA, TN 37450

RETURN OF CHECK

The attached check is being returned in regards to the following citation:

Citation	Issued	Violation	Vehicle	State	Amount Owed
ABR8167	1/21/2016 8:02:59 AM	A-OVERTIME	TEST1	NY	40.00

The attached check is being returned for the following reason(s):

____ Posted date or date too old.
____ Payee omitted or incorrect. Please make check payable to: CITY OF ALBANY
____ Amount is incorrect. Please resend in the amount stated above.
____ Written amount not corresponding to numerical amount.
____ Ticket previously paid.
____ PARTIAL PAYMENT CAN NOT BE ACCEPTED.
____ Check not signed.
____ Received too late for Single Fine(s)
____ Need License Plate Number or Ticket Number.
____ Amount includes $15.00 New York State Surcharge.
____ Other. See below in the comment section.

Please return corrected check and ticket(s) along with this notice to the payment address below. Or you can pay online at the website listed below:

- Online at www.payvats.com
- Mail payment by check or money order (Do Not Send Cash) payable to City of Albany, or in person between 8:30 a.m. and 5:00 p.m. weekdays to:

  City of Albany
  Parking Violations Bureau
  City Hall, Eagle Street
  Albany, NY 12207

If you do not understand this notice or need assistance please call (518) 434-5006.

Sincerely,
Parking Violations Bureau

TBMCS

Town of Natick
Natick, Massachusetts

Request for Quotes

HANDHELD PARKING TICKET COLLECTION DEVICES AND A CITATION MANAGEMENT SYSTEM

QUOTES DUE:
November 20, 2016, 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

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, solicits quotes for handheld parking ticket collection devices and a citation management system. 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 Handheld Parking Ticket Collection Devices and a Citation Management System," will be received until **11:00 A.M. local time, November 20, 2016,** 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 solicits Quotes from qualified firms or individuals for handheld parking ticket collection devices and a citation management system.

A Description of Desired Goods and Services

The Town of Natick, Massachusetts hereby solicits written quotations to provide a parking ticket processing system for the entry and wholescale management of parking tickets in the Town of Natick. The Town is seeking a vendor to provide the Town with a means of scanning plate/registry information to process parking tickets and to upload such information to a centralized online location that will be readily accessible and viewable by the Town. Once uploaded, the system shall provide the Town with reports that shall include, but that shall not be limited to the following: current ticket disposition, delinquency notices for outstanding tickets, officer performance reports, audit reports, daily and monthly cash/dismissal reports. All reporting systems shall be capable of accessing Massachusetts and all out-of-state registries of motor vehicles nationwide. The selected system shall be capable of uploading pictures of violations, so as to enable the Town Treasurer to process parking tickets and to muster evidence in conjunction with potential appeals. The selected system ideally should assist the Town in scheduling appeals and to provide notice to violators. The successful quoting party shall provide a yearly quote for the management system. It shall also provide any equipment that it shall furnish, as a one-time purchase, to the Town as part of its overall quote. The estimated number of parking tickets estimated per year is five thousand (5,000) tickets. The Town shall award one (1) contract to a responsible vendor offering the lowest overall price for the initial one (1)-year term. The Town seeks a one (1)-year contract for management services, with one (1) or two (2) one (1)-year options for renewal at the same price, for which exercise shall be at the sole discretion of the Town. Under this RFQ, the total cost of the contract, including any option for renewal and purchase, shall not exceed fifty thousand dollars and zero cents ($50,000.00). The award of any option years shall be subject to annual appropriation.

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 SUBSTANCES PROHIBITED

The use of alcoholic beverages, narcotics, and 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 handheld parking ticket collection devices and a citation management system.

Printed Name of Quoting party:

Municipal Citation Solutions, LLC

Address: 633 Chestnut Street Suite 2000

Chattanooga, TN 37450

Total yearly price of Parking Citation Management System: $14,000.00 (Describe price quote in words and numbers): Fourteen Thousand dollars and zero cents

Total one-time purchase price of Handheld Devices (Year Cost): Two thousand Five hundred dollars and zero cents ($2,500.00) (Write out in both words and numbers.)

See attached for additional detail.

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.

Authorized Signature

Isaiah Mouw
Printed Name

Chief Operating Officer
Printed Title

November 14, 2016
Date

Full Legal Name Municipal Citation Solutions, LLC
Company

Officers of Corporation and Addresses

Please see Officers on the following page

Allan Copping, CEO 601 W. Cordova St, Ste 300, Vancouver BC V6B 1G1
Scott Tilmus, President 633 Chestnut Street, Suite 2000 Chattanooga TN 37450
Ben Wolfley, CFO 633 Chestnut Street, Suite 2000 Chattanooga TN 37450
Stephen Richards, Sr. VP, Gen. Counsel & Corp. Sec. 601 W. Cordova St, Ste 300, Vancouver BC V6B 1G1
Bradley J. Yen, Sr. VP, Finance & Treasurer 601 W. Cordova St, Ste 300, Vancouver BC V6B 1G1
Douglas R Grieve, VP & Controller 601 W. Cordova St, Ste 300, Vancouver BC V6B 1G1

State of ~~Incorporation~~ Formation: Tennessee

Principal Place of Business 633 Chestnut Street Suite 1010

Chattanooga, TN 37450

Tel. 423.260.2768

Qualified in Massachusetts Yes X No

Principal Place of Business in MA Medford

ATTACHMENT
FORM OF CONTRACT

(SEE ATTACHED DOCUMENT.)

Client#: 164350 28MUNICIPALC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/15/2016

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
J Smith Lanier Chattanooga
605 Chestnut Street
Liberty Tower, Suite 500
Chattanooga, TN 37450

CONTACT NAME:
PHONE (A/C, No, Ext): 423 267-8310 FAX (A/C, No): 423 267-8065
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atlantic Specialty Insurance Co	27154
INSURER B : Hartford Fire Insurance Co.	19682
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Municipal Citation Solutions LLC
633 Chestnut Street Suite 2000
Chattanooga, TN 37450

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			711013203	04/01/2016	04/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			711013203	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			711013203	04/01/2016	04/01/2017	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A B	Cyber Liabil Crime			711015196 20TP028305715	04/01/2016 02/05/2016	04/01/2017 02/05/2017	$2,000,000 $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract for the Procurement of Handheld Parking Ticket Collection Devices and a Citation Management System

Town of Natick is included as additional insured when required by written contract but only with respects to the Auto Liability and General Liability insurance and subject to the provisions and limitations of the (See Attached Descriptions)

CERTIFICATE HOLDER

MA - Town of Natick, Massachusetts
Natick Town Hall
13 East Central 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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DESCRIPTIONS (Continued from Page 1)

policy.

Professional Liability - Not applicable to Contract

Client#: 160596 28REPUBLICPAR

ACORD™ **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 11/29/2016

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
J Smith Lanier Chattanooga
605 Chestnut Street
Liberty Tower, Suite 500
Chattanooga, TN 37450

CONTACT NAME:
PHONE (A/C, No, Ext): 423 267-8310 FAX (A/C, No): 423 267-8065
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Insurance Corporation	42404
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Republic Parking System LLC
633 Chestnut Street, Ste 2000
Chattanooga, TN 37450

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA765D289452016	07/01/2016	07/01/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

MA 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

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Gmail by Google

Bryan Leblanc <bleblanc@natickma.org>

COI

Isaiah Mouw <imouw@municipalcitationsolutions.com> Fri, Dec 2, 2016 at 12:38 PM
To: Bryan Leblanc <bleblanc@natickma.org>
Cc: James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>, bwolfley@republicparking.com

This is a note from our CFO.

1) The relationship is, "Republic Parking System, and Municipal Citation Solutions have 100% common ownership. They are defined as sister companies."

2) Republic's workers' comp program covers its employees doing everything within the course and scope of their employment, which includes any work done for MCS. We can provide a note to that affect, or if required, get one from our provider.

Please let me know how to proceed and I will.

Thanks!

Isaiah

From: Bryan Leblanc [mailto:bleblanc@natickma.org]
Sent: Thursday, December 01, 2016 12:42 PM

[Quoted text hidden]

[Quoted text hidden]

Gmail by Google

Bryan Leblanc <bleblanc@natickma.org>

COI

Tue, Dec 6, 2016 at 8:46 AM

Isaiah Mouw <imouw@municipalcitationsolutions.com>
To: Bryan Leblanc <bleblanc@natickma.org>
Cc: James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>, bwolfley@republicparking.com

See below:

From: Isaiah Mouw [mailto:imouw@republicparking.com]
Sent: Monday, December 05, 2016 2:33 PM
To: imouw@municipalcitationsolutions.com
Subject: Fwd: FW: COI

Thank you,

Isaiah Mouw

Senior Vice President

Republic Parking System

-------- Forwarded message --------
From: **Gunning, Trish** <tgunning@jsmithlanier.com>
Date: Mon, Dec 5, 2016 at 12:00 PM
Subject: FW: COI
To: "tjones@republicparking.com" <tjones@republicparking.com>, "Martinez, Sandra" <SMartinez@jsmithlanier.com>, "Thomason, Janet" <jthomason@jsmithlanier.com>

This verifies that Republic Parking System's Workers Compensation policy **does** provide coverage for their employees that are working for **Municipal Citation Solutions** in any contract they have in place with the **Town of Natick**. The certificate provided reflects this coverage.

The insurance carrier, Liberty, cannot issue an endorsement to the policy as Municipal Citations does not have any actual employees of their own and therefore not a named insured on Republic Parking System's policy.

Let us know if you need anything else.

Thank you,

Trish Gunning

Account Executive

Commercial Lines

J. Smith Lanier & Co. – Chattanooga

605 Chestnut Street Suite 500

Chattanooga, TN 37450

Direct: 423-424-2857

Office: 423-267-8310

fax 423-267-8065

tgunning@jsmithlanier.com

This email and any documents accompanying this transmission may contain proprietary, privileged and/or confidential information and is intended solely for the addressee(s) named above. If you are not the intended addressee/recipient, you are hereby notified that any use of, disclosure, copying, distribution, or reliance on the contents of this information is strictly prohibited and could result in legal action against you. Please reply to the sender advising of the error in transmission and immediately delete/destroy the message and any accompanying documents.

[Quoted text hidden]

--

Ben Wolfley

Chief Financial Officer

Republic Parking System, Inc.

423-752-5711 - Office

Gmail by Google

Bryan Leblanc <bleblanc@natickma.org>

COI

Tue, Dec 6, 2016 at 1:32 PM

Ben Wolfley <bwolfley@republicparking.com>
To: Bryan Leblanc <bleblanc@natickma.org>
Cc: Isaiah Mouw <imouw@municipalcitationsolutions.com>, "Gunning, Trish" <tgunning@jsmithlanier.com>, James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>

Mr. Leblanc,

I believe Republic Parking System has provided a certificate of insurance (COI) wherein the workers' compensation coverage has been represented. The Certificate of Insurance constitutes a legally binding document (binding the insurance company) certifying the existence and coverage of the policies it lists. That document effectively is the insurance company's confirmation of the policy.

As a matter of law, a qualifying workers' compensation policy covers employees while in the course and scope of their employment. Republic Parking System employees, while working on Municipal Citation Solutions projects are in the course and scope and their employment and are therefore covered by the provisions of the workers' compensation policy evidenced by the certificate of insurance.

In short, you have already received the confirmation from Liberty Mutual that the information represented by Trish of J. Smith Lanier is valid.

Hope this helps.

Regards,

Ben
[Quoted text hidden]

Gmail by Google

Bryan Leblanc <bleblanc@natickma.org>

COI

31 messages

imouw municipalcitationsolutions.com <imouw@municipalcitationsolutions.com> Wed, Nov 23, 2016 at 9:43 AM
Reply-To: "imouw municipalcitationsolutions.com" <imouw@municipalcitationsolutions.com>
To: bleblanc@natickma.org

COI MA - Town of Natick.pdf
17K

Bryan Leblanc <bleblanc@natickma.org> Wed, Nov 23, 2016 at 9:47 AM
To: "imouw municipalcitationsolutions.com" <imouw@municipalcitationsolutions.com>

Thanks. As I stated, we will need to have the box marked "statutory" checked off under workers' comp. Employers' liability will need to be $1,000,000/$1,000,000/$1,000,000 in each of the three boxes.

On Wed, Nov 23, 2016 at 9:43 AM, imouw municipalcitationsolutions.com <imouw@municipalcitationsolutions.com> wrote:

--
Bryan Le Blanc
Procurement Officer
Town of Natick
75 West Street
Natick, MA 01760
bleblanc@natickma.org
(508)-647-6438

Isaiah Mouw <imouw@municipalcitationsolutions.com> Wed, Nov 23, 2016 at 12:09 PM
To: Bryan Leblanc <bleblanc@natickma.org>
Cc: Randy Jones <rjones@municipalcitationsolutions.com>

Bryan,

1.) I have forwarded this off to our Insurance Department but the individual working on this contract is off for Thanksgiving. I am trying to get someone else to help me and hope to have a resolution soon.

2.) No issues with the contract. The only thing I wanted to make clear is that on page 2 under Section 5 "Payments", we do have a fixed price but we do have miscellaneous expenses as mentioned in the Proposal for postage, credit card convenience fees, DMV hold charges from the MA RMV, envelopes, electronic ticket rolls and out-of-state lookups that we will be asking for approval in writing from the Town to be reimbursed on as mentioned in Section 5.

Also on page 9 of the contract, the two prinicipal employees who are to be contact in the even of after-hours emergency are:

Isaiah Mouw

633 Chestnut Street

Suite 2000

Chattanooga, TN 37450

imouw@Municipalcitationsolutions.com

423-260-2768

AND

Randy Jones

633 Chestnut Street

Suite 2000

Chattanooga, TN 37450

rjones@Municipalcitationsolutions.com

423-903-7381

Thanks and I will keep pressing for the updated insurance and respond as soon as I get feedback on this.

Thank you,

Isaiah Mouw

Municipal Citation Solutions

423.260.2768

From: Bryan Leblanc [mailto:bleblanc@natickma.org]
Sent: Wednesday, November 23, 2016 9:48 AM
To: imouw municipalcitationsolutions.com
Subject: Re: COI

[Quoted text hidden]

Wed, Nov 23, 2016 at 12:55 PM

Bryan Leblanc <bleblanc@natickma.org>
To: Isaiah Mouw <imouw@municipalcitationsolutions.com>, James Hicks <hicks@natickpolice.com>
Cc: Randy Jones <rjones@municipalcitationsolutions.com>

Thanks, Isaiah.

I believe there is an understanding that such expenses would be reimbursed. Your quote/proposal is incorporated by reference into the contract.

I understand that the two individuals (you and Randy Jones) will be the two emergency contacts.

I appreciate your continued efforts toward getting insurance issues resolved.

-Bryan Le Blanc
[Quoted text hidden]

Wed, Nov 23, 2016 at 12:55 PM

Bryan Leblanc <bleblanc@natickma.org>
To: James Hicks <hicks@natickpolice.com>

[Quoted text hidden]

Mon, Nov 28, 2016 at 5:43 AM

Isaiah Mouw <imouw@municipalcitationsolutions.com>
To: Bryan Leblanc <bleblanc@natickma.org>, James Hicks <hicks@natickpolice.com>
Cc: Randy Jones <rjones@municipalcitationsolutions.com>

Bryan,

Our Insurance Department closed early Wednesday for Thanksgiving. They are back in the office today so I hope to have a follow up today.

Thank you,

Isaiah Mouw

Municipal Citation Solutions

423.260.2768

From: Bryan Leblanc [mailto:bleblanc@natickma.org]
Sent: Wednesday, November 23, 2016 12:55 PM
To: Isaiah Mouw; James Hicks
Cc: Randy Jones
Subject: Re: COI

[Quoted text hidden]

Bryan Leblanc <bleblanc@natickma.org> Mon, Nov 28, 2016 at 8:59 AM
To: Isaiah Mouw <imouw@municipalcitationsolutions.com>
Cc: James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>

Thank you! The Board of Selectmen meets this evening to consider award. The meeting begins at 7:00 P.M.
[Quoted text hidden]

Isaiah Mouw <imouw@municipalcitationsolutions.com> Tue, Nov 29, 2016 at 7:45 AM
To: Bryan Leblanc <bleblanc@natickma.org>
Cc: James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>, bwolfley@republicparking.com

Bryan,

I was travelling yesterday and arrived late last night after the 7:00 PM meeting. I did not get the COI last night but plan to have something today. The delays are due to MCS being a sister company of Republic Parking System (RPS). RPS has WC insurance but MCS being a sister LLC company has no employees but we are trying to work something out.

Thank you,

Isaiah Mouw

Municipal Citation Solutions

423.260.2768

From: Bryan Leblanc [mailto:bleblanc@natickma.org]
Sent: Monday, November 28, 2016 8:59 AM
To: Isaiah Mouw
Cc: James Hicks; Randy Jones
Subject: Re: COI

[Quoted text hidden]

Bryan Leblanc <bleblanc@natickma.org> Tue, Nov 29, 2016 at 11:00 AM
To: Isaiah Mouw <imouw@municipalcitationsolutions.com>
Cc: James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>, bwolfley@republicparking.com

Thank you!
[Quoted text hidden]

Isaiah Mouw <imouw@municipalcitationsolutions.com> Tue, Nov 29, 2016 at 2:37 PM
To: Bryan Leblanc <bleblanc@natickma.org>

Cc: James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>, bwolfley@republicparking.com

Here you go. Sorry for the delay.

Thank you,

Isaiah Mouw

Municipal Citation Solutions

423.260.2768

From: Bryan Leblanc [mailto:bleblanc@natickma.org]
Sent: Tuesday, November 29, 2016 11:01 AM
To: Isaiah Mouw
Cc: James Hicks; Randy Jones; bwolfley@republicparking.com
Subject: Re: COI

[Quoted text hidden]

JZT_27852878_31570.pdf
15K

Bryan Leblanc <bleblanc@natickma.org> Tue, Nov 29, 2016 at 3:15 PM
To: Isaiah Mouw <imouw@municipalcitationsolutions.com>
Cc: James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>, bwolfley@republicparking.com

Isaiah: Thank you. We will need some sort of certificate to show that the contracted party, Municipal Citation Systems, LLC has the following coverages, as stated and required by the contract:

"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.

... Excess Liability Insurance, Umbrella Form - $1,000,000 each occurrence and $1,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance."

In addition, the Town is required to be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance."

The certificate that we received does not recite any insurance for cgl for Municipal Citations Solutions. Nor does it contain coverage for auto or excess/umbrella for the company. The workers' comp./employers' liability is for a sister entity. We need the contracting party to have the insurance.

Please revisit these issues as soon as possible with your carrier.

Thank you.

-Bryan Le Blanc

[Quoted text hidden]

Isaiah Mouw <imouw@municipalcitationsolutions.com> Wed, Nov 30, 2016 at 7:48 AM
To: Bryan Leblanc <bleblanc@natickma.org>
Cc: James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>, bwolfley@republicparking.com

Bryan,

I understand and I have passed this up the chain. I hope to have a response very quickly as I know how important this is.

Thank you,

Isaiah Mouw

Municipal Citation Solutions

423.260.2768

From: Bryan Leblanc [mailto:bleblanc@natickma.org]
Sent: Tuesday, November 29, 2016 3:15 PM

[Quoted text hidden]

[Quoted text hidden]

Bryan Leblanc <bleblanc@natickma.org> Wed, Nov 30, 2016 at 9:02 AM
To: Isaiah Mouw <imouw@municipalcitationsolutions.com>
Cc: James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>, bwolfley@republicparking.com

Thank you!
[Quoted text hidden]

Bryan Leblanc <bleblanc@natickma.org> Thu, Dec 1, 2016 at 12:42 PM
To: Isaiah Mouw <imouw@municipalcitationsolutions.com>
Cc: James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>, bwolfley@republicparking.com

Isaiah:

I actually had the other certificate, which showed Municipal Citation Solutions meeting all insurance requirements except workers' comp. I spoke with Town Counsel yesterday. Since Municipal Citation Solutions has no employees, it is probably not required to have workers' comp. However, we need to know that Republic's employees would be covered by its workers' comp. in performing services for Municipal Citation Solutions in any contract for the Town of Natick. Could you please check with your insurer/counsel? The answer may lie in the relationship between the two entities. Could you clarify the exact relationship? Is their an endorsement/rider that you could obtain to confirm that Republic's employees who work for MCS would be covered by its own comp. in performing any work for Natick?

Thanks!

-Bryan Le Blanc
[Quoted text hidden]

Isaiah Mouw <imouw@municipalcitationsolutions.com> Fri, Dec 2, 2016 at 12:38 PM
To: Bryan Leblanc <bleblanc@natickma.org>
Cc: James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>, bwolfley@republicparking.com

This is a note from our CFO.

1) The relationship is, "Republic Parking System, and Municipal Citation Solutions have 100% common ownership. They are defined as sister companies."

2) Republic's workers' comp program covers its employees doing everything within the course and scope of their employment, which includes any work done for MCS. We can provide a note to that affect, or if required, get one from our provider.

Please let me know how to proceed and I will.

Thanks!

Isaiah

From: Bryan Leblanc [mailto:bleblanc@natickma.org]
Sent: Thursday, December 01, 2016 12:42 PM

[Quoted text hidden]

[Quoted text hidden]

Bryan Leblanc <bleblanc@natickma.org> Fri, Dec 2, 2016 at 3:13 PM
To: Isaiah Mouw <imouw@municipalcitationsolutions.com>
Cc: James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>, bwolfley@republicparking.com, "John P. Flynn" <jflynn@mhtl.com>

Good afternoon:

Thank you for the clarification. If you could get an endorsement/rider from your carrier to that effect, that would be perfect!

Thanks!

-Bryan Le Blanc
[Quoted text hidden]

Bryan Leblanc <bleblanc@natickma.org> Fri, Dec 2, 2016 at 3:14 PM
To: "John P. Flynn" <jflynn@mhtl.com>

FYI.
---------- Forwarded message ----------
From: **Isaiah Mouw** <imouw@municipalcitationsolutions.com>
Date: Fri, Dec 2, 2016 at 12:38 PM
Subject: RE: COI
To: Bryan Leblanc <bleblanc@natickma.org>
[Quoted text hidden]
[Quoted text hidden]

Bryan Leblanc <bleblanc@natickma.org> Fri, Dec 2, 2016 at 3:14 PM
To: "John P. Flynn" <jflynn@mhtl.com>

[Quoted text hidden]

COI MA - Town of Natick.pdf
17K

Bryan Leblanc <bleblanc@natickma.org> Fri, Dec 2, 2016 at 3:15 PM
To: "John P. Flynn" <jflynn@mhtl.com>

FYI.
-------- Forwarded message --------
From: **Isaiah Mouw** <imouw@municipalcitationsolutions.com>
Date: Tue, Nov 29, 2016 at 2:37 PM
Subject: RE: COI
To: Bryan Leblanc <bleblanc@natickma.org>
Cc: James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>, bwolfley@republicparking.com

[Quoted text hidden]
[Quoted text hidden]

JZT_27852878_31570.pdf
15K

Isaiah Mouw <imouw@municipalcitationsolutions.com> Tue, Dec 6, 2016 at 8:46 AM
To: Bryan Leblanc <bleblanc@natickma.org>
Cc: James Hicks <hicks@natickpolice.com>, Randy Jones <rjones@municipalcitationsolutions.com>, bwolfley@republicparking.com

See below:

From: Isaiah Mouw [mailto:imouw@republicparking.com]
Sent: Monday, December 05, 2016 2:33 PM
To: imouw@municipalcitationsolutions.com
Subject: Fwd: FW: COI

Thank you,

Isaiah Mouw

Senior Vice President

Republic Parking System

-------- Forwarded message --------
From: **Gunning, Trish** <tgunning@jsmithlanier.com>
Date: Mon, Dec 5, 2016 at 12:00 PM
Subject: FW: COI
To: "tjones@republicparking.com" <tjones@republicparking.com>, "Martinez, Sandra" <SMartinez@jsmithlanier.com>, "Thomason, Janet" <jthomason@jsmithlanier.com>

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12/29/2016

Chief James G. Hicks
Natick, MA Police Department
Chief of Police
20 East Central St
Natick, MA 01760-4631

Re: Principal Employees

To whom it may concern,

On page 9 of the contract, the two principal employees who are to be contact in the event of after-hours emergency are:

Isaiah Mouw
633 Chestnut Street
Suite 2000
Chattanooga, TN 37450
imouw@municipalcitationsolutions.com
423-260-2768

AND

Randy Jones
633 Chestnut Street
Suite 2000
Chattanooga, TN 37450
rjones@municipalcitationsolutions.com
423-903-7381

Both of these employees have passed our company's Level 3 Background screening.

Sincerely,

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228854

Certificate No. 006592286

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Betty J. Alligood, John W. Lyman, Elizabeth A. Tucker, Sherry Street, and Jessie Snowden

of the City of Chattanooga, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of November, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: Robert L. Raney, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 24th day of November, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-8-12 Printed In U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

ney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity nce Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance ercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Company, which resolutions are now in full force and effect, reading as follows:

at the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice , the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of October, 2016

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TOWN OF NATICK
MASSACHUSETTS

TO: Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works
Anthony Comeau, Supervisor, Water & Sewer Division, Natick Public Works
Gregory Eldridge, Vice President, Haley & Ward

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: September 20, 2018

SUBJECT: CONTRACT AWARD
Rehabilitation of Evergreen Well No. 3 in the Town of Natick

On September 13, 2018, responses/quotes were received in response to the Town of Natick's RFR for rehabilitation of Evergreen Well No. 3 in the Town of Natick. Responses were received from three (3) responders/quoting parties. (See attached.)

The lowest response/quote was received from Denis L. Maher Co., LLC. It submitted the following price: $13,240.00 for the main bid work.

After reviewing references and background, it has been determined that Denis L. Maher Co., LLC is a responsible and responsive responder/quoting party. The Town has found that Denis L. Maher Co., LLC has performed well in contracts with the Town in the past.

We recommend that the Natick Board of Selectmen award the contract to Denis L. Maher Co., LLC for the price submitted in its response/quote.

Please advise if you have any questions or require additional information.

Responses Received:	09/13/18
Newspaper Advertisement:	08/23/18
(MetroWest Daily News)	
Website & Town Hall Postings:	08/20/18
Central Register Publication:	08/22/18

Funding information: DPW/Water/Sewer Operating Budget
Account # 6544603 587100 $13,240.00

Town of Natick

Opening Form

Responses - Rehabilitation of Evergreen Well No. 3

Date & Time: September 13, 2:00 P.M. EDST

Company Name	Envelope Sealed & Marked		Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Prices
Denis L. Maher, Ayer, MA	x		x	x	x	x	x	x	x	x	$13,240.00
Maher Services, Inc., N. Reading, MA	x		x	x	x	x	x	x	x	x	$14,200.00
Weston & Sampson, Peabody, MA	x		x	x	x	x	x	NP	x	x	$19,150.00

CPO Signature: 9/13/18

Witness Signature: Carolyn Cain

Haley and Ward, Inc.
Civil and Environmental Engineers

"Client Service and Engineering Excellence...Since 1897"

September 18, 2018

Via Hand Delivery

Mr. Anthony Comeau, Water and Sewer Supervisor
Department of Public Works
75 West Street
Natick, MA 01760

On September 13, 2018 three (3) responses were received for the Request for Responses entitled "Rehabilitation of Evergreen Well No.3 in the Town of Natick, Massachusetts". We are attaching a canvas of bids and are summarized the bids below.

1.	Denis L. Maher Company	$13,240.00
2.	Maher Services, Inc.	$14,200.00
3.	Weston & Sampson	$19,150.00

The low bid submitted by Denis L. Maher, Inc. appears to be in order, and the bid amount is under our estimate of $15,000.00 for the project.

Haley and Ward Inc. has worked with Denis L. Maher in the past on number of projects, including a successful well rehabilitation of Springvale Well No. 4 and Evergreen No. 3 for the Town of Natick. We are familiar with the quality of their work and their equipment and based on past completed projects by Denis L. Maher, they have the resources and experience to complete the work in accordance with the request for responses documents and within the specified timeframe.

Please review the responses and this letter with the Board of Selectmen. If you have any question on the responses and/or this letter, please feel free to contact our office.

Yours very truly,

HALEY AND WARD, INC.

Gregory J. Eldridge, P.E.
Vice President

Enclosures: Canvass of Responses
J:\Natick\464 Evergreen #3 development\Letters\446-001 award letter.doc

63 Great Road, Suite 200, Maynard, MA 01754
Phone: (978) 648-6025 • Fax: (978) 648-6068
Email: hwi@haleyward.com • Web: www.haleyward.com

MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Public Notification and Quote Process – Evergreen Well No. 3 Rehabilitation

Date: September 13, 2018

In August, 2018, I received a procurement request for rehabilitation of Evergreen Well No. 3 in the Town of Natick.

The requisite statutory reference governing the building of a public work is M.G.L. c. 30, §39M, which provides, in relevant part, as follows:

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost not less than $10,000 but not more than $50,000 shall be awarded to the responsible bidder offering to perform the contract at the lowest price. The awarding authority shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. For purposes of this subsection, the term "public notification" shall include, but need not be limited to, posting, at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the awarding authority, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the awarding authority; provided, however, that if the awarding authority obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the awarding authority, public notification is not required. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period within which the work shall be completed. The awarding authority shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response.

An awarding authority may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this subsection. An awarding authority may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than $50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to this section or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over $50,000.

This is now known as the "quote plus public notification" process, requiring both quotes and public advertising and award to the responsible bidder offering the lowest price (of all from whom quotes sought and from those who responded to the public notification process.)

WRITTEN PURCHASE DESCRIPTION:

I received a written purchase description, which was incorporated into the Request for Responses/Request for Quotes:

It provided as follows:

SECTION 02674

GRAVEL PACKED WELL REHABILITATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. *Work included: Provide labor equipment and materials necessary to rehabilitate Evergreen Well #3 to eliminate sand entering the well as required by the Documents.*
   1. *The well was cleaned in February of 2017.*
   2. *In October 2017 the pump was removed for inspection and sand and gravel was found in the column pipe.*
   3. *Pump was again pulled this year and sand and gravel was again found in the column pipe.*
   4. *There has been no history of sand and gravel being pumped prior to this year.*
   5. *Well screen was tv'd this year revealing no issues.*
   6. *Pump, motor and column pipe will be removed by others prior to the development contractor mobilization to the site.*
      a. *Contractor to provide 5 business days notice to allow the pumping equipment to be removed.*
   7. *This project will involve a high rate well development in an attempt to move the sand and gravel through the formation around the well and gravel pack into well in an effort to stop the pumping of sand and gravel.*
   8. *Contractor to provide a means for collecting sand and gravel in the development discharge, possibly a large neutralizing tank.*
   9. *Contractor's development pump to pump a minimum of 1,000 gpm during redevelopment to achieve maximum velocity through the formation, gravel pack and screen.*

B. *In general, the work shall consist of but not necessarily be limited to the following in the order listed:*
   1. *Television inspection of the casing and well screen prior to development*
   2. *Furnish electrical power generator for Contractor's well development pump.*
   3. *Disinfection and steam cleaning of well cleaning equipment prior to entry into well.*
   4. *Redevelopment gravel pack and surrounding formation to stop sand and gravel from entering well*
   5. *Pump tests and associated report prior to and after redevelopment*

1.2 GENERAL

A. All work shall be completed in accordance with applicable Federal, State and local codes. The Contractor shall be responsible for securing required permits.

1.3 QUALITY ASSURANCE

A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Use equipment adequate in size, capacity and numbers to accomplish the work of this Section in a timely manner.

C. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this Section.

1.4 COORDINATION

A. This well is a major water supply for Natick, for that reason the well cannot be taken offline no sooner than October 20, 2018.

B. Work shall be scheduled and coordinated with Owner's personnel to allow proper operation and shutdown of the well.

1. Minimizing the downtime of the well is of the uttermost importance. The Contractor shall take the necessary steps to ensure that his/her operation meets this requirement.

C. The RFR contract will contain a 60 day maximum completion period. Work shall proceed on a continuous basis until all work is complete.

D. It is anticipated that the contract award will be made at a Board of Selectmen's meeting on October 1, 2018. Contract signing to follow that.

1.5 EXISTING WELL DATA

A. Existing Well Data

1.	*Year installed:*	*2002*
2.	*Type:*	*Replacement well – pitless adaptor*

3. *Diameter:* *24"*
4. *Screen length:* *15'*
5. *Depth:* *63' Below top of pitless adapter*
6. *Static water level:* *Approximately 18.5 ft*
7. *Original specific capacity:* *58.8 gpm/v.f. at 503 gpm:*
8. *2010 Specific capacity:* *50.7 gpm/v.f. at 808 gpm*
9. *2011 Feb. Specific Capacity:* *37.4 gpm/v.f. at 981 gpm: before cleaning*
10. *2011 Feb. Specific Capacity:* *137.3 gpm/v.f. at 1,270 gpm after cleaning*
11. *2011 Nov. Specific Capacity:* *115.63 gpm/v.f. at 821 gpm*
12. *2012 May Specific Capacity:* *67.52 gpm/v.f. at 925 gpm*
13. *2013 Nov. Specific Capacity:* *77.5 gpm/v.f. at 806 gpm*
14. *2014 Nov. Specific Capacity:* *48.5 gpm/v.f. at 950 gpm*
15. *2015 Specific Capacity:* *29.29 gpm/vf at 984 gpm*
16. *2017 specific Capacity:* *226 gpm/vf at 837 gpm after cleaning*

PART 2 - MATERIALS - None

PART 3 - EXECUTION

3.1 GENERAL

A. *Contractor shall deliver to the site all equipment and materials necessary to perform the work as specified.*

B. *The well redevelopment process will proceed in the following steps.*
   1. *Contractor to inspect well utilizing a close circuit camera system prior to well redevelopment.*
   2. *Insert nylon brushes and surge blocks and contractors pump into well to surge and pump well.*
   3. *Rate well prior to surging*
   4. *Surge and pump well to remove sand from entering well*
   5. *Rate well after sand is stopped from entering well*
   6. *Contractor to inspect well utilizing a close circuit camera system.*
   7. *Contractor to submit typed well redevelopment report.*

3.2 SURGING AND PUMPING EQUIPMENT

A. A cable tool drilling machine or similar equipment shall be provided with a walking beam which provides a reciprocating surge action, set-up to provide a stroke length of 3-feet and frequency of approximately 35 strokes per minute. Other equipment providing the same performance will be accepted.

B. Surge line shall include a vertical turbine pump capable of discharging a minimum of 1,000 gpm with a water level of 35 feet below the ground.

C. Electrical power for well redevelopment pump-motor to be provided by the contractor through an engine driven generator.

D. Surging shall be accomplished through use of a surge block concentrator which allows isolation of individual sections of the well screen during development. Concentrator device shall be equipped with a check valve assembly at the bottom, and be constructed to withdraw water during wet surging from between the two bottom surge blocks. Surge blocks shall be fabricated for the casing and screen size, placed at 2.5-feet intervals.

E. Pump rate for final development and well testing shall be 1,000 gpm at a minimum.

F. Well shall be initially rated prior to redevelopment utilizing Contractor's redevelopment pump and after final redevelopment utilizing Contractor's pump.

3.3 FLOW RATING EQUIPMENT

A. An orifice shall be utilized to rate flow, using the sharp edge type.

3.4 EQUIPMENT DISINFECTION

A. Equipment disinfection barrel shall be 55 gallons in size.

B. *All equipment shall be disinfected prior to being placed in well for well cleaning.*

C. *All equipment to be steamed cleaned at site prior to being placed into well.*

3.5 DISCHARGE TANK

A. *The purpose of this redevelopment is to eliminate the sand/gravel entering the well. Contractor to setup a system designed to catch sand and gravel in the discharge to confirm presence or non-presence of sand and gravel in discharge as the development is on-going.*

B. *If a tank is utilized the Contractor shall take precautions to prevent erosion of silt into the water wetlands and lake.*

C. *If s site visit is required to view the site, please make arrangements with the Town prior to submitting a quote.*

D. *If a discharge tank is utilized to collect sand and gravel, it shall be sized for this particular application. The contractor can discharge the water from the discharge tank to the 36" diameter galvanized drain pipe, which is located within75 feet of the well.*

E. *Contractor to provide hay bales and plastic where necessary to displace the discharge water to prevent washout of vegetation on the hill and prevent silt from entering wetlands and lake.*

3.6 PUMP REMOVAL AND REPLACEMENT

A. *The Owner has arrangements with another party to remove the pumping equipment prior to the work and reinstall it after the work is completed.*

3.7 TELEVISION INSPECTION

A. *The Contractor shall provide and operate a television camera specifically manufactured for the inspection of well screens along with a video recorder. The camera shall have the capability of providing a representative view of the vertical walls of the casing and well screen.*

1. *The camera shall be slowly lowered into the well, and the Contractor shall provide an audio description of the depth and observations. The camera shall be positioned at appropriate increments to provide a representative view of the casing and screen. A small pump may be required to clear the well during the TV inspection.*

2. *Well shall inspected twice, once prior to and once after the redevelopment.*
3. *Upon completion of the first well inspection, the Contractor shall notify the Owner of his/her.*
4. *The Contractor shall provide the Owner with a recording of the pre and post TV work, on a digital video disk (DVD) format.*

3.8 PUMPING/SURGING WELLS

A. *Contractor shall provide an hourly cost for dry/wet surging and pumping to waste.*
   1. *If the Engineer determines that additional surging and pumping will be beneficial then the contractor will increase the time over specified and will be compensated based on this item.*
   2. *If less time is required to redevelop the well and stop the sand and gravel from entering, the Contractor will only be compensated for the hours utilized.*
   3. *Contractor shall alternate pumping and dry surging on an hourly basis. Each hour the well shall be pumped for 10 minutes dry surged for 15 minutes, pumped for 10 minutes, dry surged for 15 minutes and pumped for 10 minutes.*
      a. *If adjustment in this frequency is recommended by the Contractor and accepted by the Owner, the same hourly rate will be utilized.*

3.9 WELL PUMPING TEST DATA

A. *Well pumping test shall be completed before and after the redevelopment for the purpose of determining the success of sand and gravel removal.*
   1. *Water shall be pumped at a minimum rate of 1,000 gpm, and discharge measured through an orifice.*
   2. *Flow versus drawdown measurement shall be taken at 10-minute intervals for a 1/2-hour period.*

3. *Results of the measurements shall be recorded and a formal report submitted to the Owner.*

3.10 WELL DISINFECTION

A. *The well will be disinfected by others*

3.11 REPORT

1. *The Contractor shall provide a typewritten report upon completion of the work, indicating the following.*
   a. *Redevelopment methodology(s) utilized,*
   b. *Pumping to waste and surging times*
   c. *Pre and post well redevelopment test results*

END OF SECTION

PUBLIC NOTIFICATION:

Public notification of the Request for Responses was given in the form of the following statement:

TOWN OF NATICK

NATICK, MASSACHUSETTS 01760

NOTICE TO RESPONDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Public Schools, invites the submission of responses for rehabilitation of Evergreen Well No. 3, located of Cypress Street, in the Town of Natick, Massachusetts. The Request for Responses ("RFR") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on August 29, 2018. No pre-response conference will be held. Responses will be received until 2:00 P.M. local time, September 13, 2018, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all responses will be opened and read. All Responses shall comply with the RFR issued by the Town of Natick, including, without limitation, Section 1, Instructions to Responders, and Response Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town. Any Response submitted will be binding for thirty (30) days subsequent to the time of opening. Award is subject to appropriation and approval of the Natick Public Schools.

Notice was posted as follows:

Central Register:	August 29, 2018
COMMBUYS:	August 20, 2018
Town Hall:	August 20, 2018
Website:	August 20, 2018
Metrowest Daily News:	August 23, 2018

Responses were due no later than 11:00 A.M. local time on September 13, 2018.

SOLICITED FIRMS:

On Wednesday, August 29, 2018, I used the Request for Responses and its purchase description to solicit three (3) firms for written quotes, as required by M.G.L. c. 30, §39M. Firms solicited for written quotes, at the emails shown below, were:

1. Mr. Peter Maher, Maher Services, Inc., 71 Concord Street, North Reading, MA 01864. Email pmaher@maherserv.com.
2. Mr. Denis L. Maher, Denis Maher, 7 Scully Road, P.O. Box 130, Ayer, MA 01432. Email dlmaher@denislmaher.com.
3. Frank Sullivan, F.G. Sullivan, 408 Parker Road, Lancaster, MA 01523. Email francis.sullivan@comcast.net.

Quotes were ultimately due no later than 2:00 P.M. local time on September 13, 2018

DATED WRITTEN QUOTES RECEIVED/PARTIES SUBMITTING QUOTES/AMOUNT OF EACH QUOTATION:

1. On September 11, 2018, Maher Services, at the above address, submitted a quote of $14,200 to provide the required services.
2. On September 12, 2018, Denis L. Maher, at the above address, submitted a quote of $13,240 to provide the required services.

Francis Sullivan did not quote.

RESPONSE TABULATION

Responses were opened at 2:00 P.M. local time on September 13, 2018.

1. On September 13, 2018, Weston & Sampson, 5 Centennial Drive, Peabody, MA 01960, submitted a response quote of $19,150.00 to provide the required services.

The lowest overall quote/response was that of Denis L. Maher, which submitted the lowest price of thirteen thousand two hundred forty dollars and zero cents ($13,240.00) to perform the above work.

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Evergreen Well No. 3 in the Town of Natick

This Contract is made this first day of October, 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 Denis L. Maher Co, LLC., a limited liability company organized under the laws of the Commonwealth of Massachusetts, with a principal office located at Seven Sculley Road, Ayer, MA 01432 (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, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to rehabilitation of Evergreen Well No. 3 in the Town of Natick, as set forth in the Request for Responses Related to Rehabilitation of Evergreen Well No. 3 in the Town of Natick, Massachusetts ("RFR"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Contractor shall exercise due care and diligence in the rendition 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.

3. Term

The Contractor shall commence work upon the issuance of a Notice to Proceed by the Town (estimated to be on or about October 20, 2018). The work will be complete sixty (60) days following the issuance of the Notice to Proceed. Should the work not complete within sixty (60) days following the issuance of the Notice to Proceed, the Contractor shall pay to the Town the sum of four hundred dollars and zero cents ($400.00) per day, as liquidated damages, and not as a penalty, until such time as the work is complete.

4. Incorporation of the Request for Responses (RFR)/Order of Priority of Contract Documents

The provisions of the RFR and the Contractor's Response are incorporated herein by reference. 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
Third Priority:	Addenda to the RFR (if any)
Fourth Priority:	RFR
Fifth Priority:	Contractor's Response.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Response, 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 on this project 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 work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

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 Invitation for Responses, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services 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 of Natick, Massachusetts 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

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. Any equipment shall be warrantied against manufacturing and design defect for a minimum of one (1) year after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

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, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 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. The Town of Natick and Haley & Ward, Inc., 63 Great Road, Maynard, MA 01754 (the Town's Engineer for the Project) shall be named as additional insureds on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

f. 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 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."

g. 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 of Natick 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.

h. The Contractor shall also be required to provide to the Town of Natick 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 of Natick and Haley & Ward, Inc. are named as additional insureds on each such policy.

i. 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.

j. 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.

k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

The Contractor shall compensate the Town of Natick 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 of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind 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 of Natick, 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

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 sites which are the subject of this Contract and with all conditions of the RFR 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

The Contractor shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

The Contractor shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick, and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, 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 Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled substances, 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 of Natick 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 of Natick 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 of Natick.

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, 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 the services for the Project.

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 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 of Natick 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 services 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

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: President
Denis L. Maher Co., LLC
Seven Sculley Road
Ayer, MA 01432.

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 services 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.

g. Prior to commencing services 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 Response 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 Response 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 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 of Natick 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 other agreement of any of 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.

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.)

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Evergreen Well No. 3 in the Town of Natick

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

_____
Amy K. Mistrot, Chairman

_____
Susan G. Salamoff, Vice Chairman

_____
Michael J. Hickey, Jr., Clerk

_____
Jonathan H. Freedman

_____
Richard P. Jennett, Jr.

Dated: _____

Denis L. Maher Co., LLC

_____
Signature

_____
Printed Name

_____
Printed Title

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, 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 Services Related to Rehabilitation of
Evergreen Well No. 3 in the Town of Natick

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
RESPONSE FORM

The undersigned Responding party hereby submits a response for rehabilitation of Evergreen Well No. 3 in the Town of Natick.

ITEM NO.	DESCRIPTION	AMOUNT
1.	For Mobilization and Demobilization, the lump sum price of Eight thousand Sixhundred dollars no cents (Lump Sum Price in Words)	= $ 8,600.00
	$(8,600.00) Lump Sum Price in Numbers)	
2.	For Dry/Wet Surging and pumping, the unit price of three thousand Eight hundred Forty dollars no cents (Unit Price in Words)	
	$(3,840.00) Unit Price in Numbers	
	per hour for an estimated quantity of x 24 hrs.	= $ 3,840.00
3.	For Pre and Post Television Inspection, the lump sum price of Eight hundred dollars no cents (Lump Sum Price in Words)	
	($800.00) Lump Sum Price in Numbers)	= $ 800.00

TOTAL BASE BID - FOR RFR COMPARISON
BASED UPON ESTIMATED QUANTITIES $ 13,240.00

Denis L. Maher Company
P O Box 130
Ayer, MA 01432
TEL 978 615-4606
FAX 978 615-4607

The undersigned Responding party acknowledges receipt of addenda nos. n/a.

Specific items of this Contract may be eliminated or reduced in quantity, to the extent permitted by law, to keep within limits of available funding, at the OWNER'S option.

The undersigned certifies as follows:

A. Responder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this RFR. (Responder shall attach to the Response Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Responder.

B. Responder holds all applicable State and Federal permits, licenses and approvals. (Responder shall attach to the Response Form copies of all applicable State and Federal permits, licenses, and approvals.)

C. Responder provides a qualified (Town-approved) Foreman, who shall be present at the work site at all times.

D. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.

E. Responder holds all applicable documentation and Insurance in accordance with this RFR. (Responder shall attach to the Response Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)

F. Responder shall attach to the Response Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Responder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.

G. Responder has not defaulted on any Contract within the last five (5) years.

H. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of his/her/its business.)

I. Responder has adequate personnel and equipment to perform the work expeditiously. (Responder shall also attach to the Response Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Responses are sought.

Denis L. Maher Company
P O Box 130
Ayer, MA 01432
TEL 978 615-4606
FAX 978 615-4607

Responders shall attach to the Response Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)

J. Responder has suitable financial status to meet obligations incident to the work. (Responder shall attach to the Response Form a financial statement that shows the Responder's present financial status.

K. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

L. Responder has not failed to perform satisfactorily on Contracts of a similar nature.

M. Responder possesses the skill, ability and integrity necessary for the faithful performance of the work.

N. Responder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

O. Responder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

The undersigned certifies, under penalties of perjury, that this Response 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 Responding 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 Responding 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 RFR. No consultant to, or subcontractor for, the Responding party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responding 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 Responding party. No person, corporation, or other entity, other than a bona fide full time employee of the Responding party has been retained or hired to solicit for or in any way assist the Responding party in obtaining a Contract pursuant to this RFR 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 Responding party. The Responding party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Responding

party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Responses. The Responding party understands that the Responding 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 Responding 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 Responding 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 Responses.

The Responding 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 Responding party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

J. Theodore Morine

Authorized Signature

J. Theodore Morine

Printed Name

Vice President

Printed Title

9/11/18

Date

Full Legal Name Denis L. Maher Co, LLC

Officers of Corporation and Addresses

Denis Maher

107 Mishawum Rd. Woburn, MA

J. Theodore Morine

12 Eldridge Rd. Harvard, MA

State of Incorporation Massachusetts

Principal Place of Business 7 Scullen Road Ayer, MA

Town of Natick

Water Department

Redevelopment of Evergreen Well #3

Equipment

Denis L. Maher Company will be using a National Crane with 40' boom to remove and reinstall equipment in the wells.

A Bucyrus Erie 60L, 22W Cable Tool Rig will be the doing the redevelopment.

Submersible Pump will be constructed in cans with drop pipe to provide flow agitation.

Denis L. Maher Company, LLC
www. DenisLMaher.com
DLMaher@DenisLMaher.com

Tel. 978-615-4606; Fax. 978-615-4607
7 Sculley Rd., PO Box 130
Ayer, MA 01432-0130

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

mass.gov/dor

Letter ID: L1459050240
Notice Date: February 9, 2018
Case ID: 0-000-524-057

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

DENIS L MAHER CO LLC
7 SCULLEY RD
AYER MA 01432-1205

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, DENIS L MAHER CO LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

REDEVELOPMENT PROJECT REFERENCES

Ayer Water Department
25 Brook Street
Ayer, MA 01432-1118
Mr. Rick Linde - 978-772-0008
2012 Grove Pond #2
2013 Grove Pond #1 & #2, Spec Pond #1 & #2
2014 Spec Pond #2, Grove Pond #1 & #2
2015 Spec Pond #1A & #2
2016 Grove Pond #6 & #7
2016 Spec Pond #1A

North Sagamore Water District
14 Squanto Road
Sagamore, MA 02562
Mr. Matthew Sawicki - 508-888-1085
2015 Church Lane Well Redevelopment
2016 Beach Well Redevelopment
2017 Black Pond Well

Dracut Water Supply District
59 Hopkins Street
Dracut, MA 01826
Mr. Mark Riopelle - 978-957-0441
2014 Tyngsboro Wells #1, 2 & 3
2015 Redevelop Three Wells
2016 Redevelop Two Wells

Commonwealth of Massachusetts
Division of Fisheries and Wildlife
One Rabbit Hill Road
Westborough, MA 01581
Dr. Ken Simmons, Ph.D. 508-389-6332
2013 Roger Reed Fish Hatchery
2013, 2014 McLaughlin Fish Hatchery
2015, 2016 Sandwich State Fish Hatchery

Grafton Water District
44 Millbury Street
Grafton, MA 01519
Mr. Matt Pearson – 508-839-2302
2009, 2014 East Main St. Well #3
2009, 2011, 2014 Worcester St. Well
2014 East Main St. Well #3
2015 Satellite Well #2A
2016 Satelite Well #2A
2018 East Main St. Well #2 & #3

Town of Wellesley
Department of Public Works
20 Municipal Way
Wellesley, MA 02481
Mr. Bill Shaughnessy - 781-235-7600
2014 Gravel Packed Well Redevelopment
2017 Gravel Packed Well Redevelopment

Burlington Water Department
171 Middlesex Turnpike
Burlington, MA 01803
Mr. Russ Makiej – 781-270-1670
2014 Wells #1 & #2
2015 Well #10
2016 Wells #4, #10 & #11

Dennis Water District
PO Box 2000
South Dennis, MA 02660
Mr. David Larkowski - 508-398-3351
2012 Wells #11 & #15
2014 Wells #11 & #15
2015 Well #5
2016 Welll #9
2017 Wells #14, #15, #19, & #4
2018 Wells #9 & #11

REDEVELOPMENT PROJECT REFERENCES

Belchertown Water District
206 Jabish Street, PO Box 801
Belchertown, MA 01007
Mr. Kevin Williams - 413-323-6987
2012 Wells #1 & #4
2013 Wells #2 & #3
2017 Daigle Well Redevelopment

Natick DPW - Water & Sewer Dept.
75 West Street
Natick, MA 01760
Mr. Anthony Comeau - 508-647-6557
2015 Evergreen Well #3
2015 Springvale Well #4
2017 Evergreen Well #3

North Reading DPW
235 North Street
North Reading, MA 01864
Mr. Mark Clark - 978-664-6060
2014 Well Cleaning & Redevelopment
2015 Well Cleaning & Redevelopment
2016 Well Cleaning & Redevelopment
2017 Well Cleaning & Redevelopment

Medway Water Department - DPW
155 Village Street
Medway, MA 02053
Mr. Barry Smith - 508-533-3208
2013 Oakland St. Well
2017 Populatic Well
2018 Oakland St. Well

Bondsville Fire and Water District
3174 Main Street
P.O. Box 1071
Bondsville, MA 01009
Mr. Robert Flagg - 413-283-9036
2015 Well #4
2017 Well #1

Wareham Fire District
2550 Cranberry Highway
Wareham, MA 02571
Mr. Andy Cunningham - 508-295-0450
2015 Seawood Springs Well #7
2016 Maple Springs Well #3
2017 Maple Springs Well #1

Town of Athol
Department of Public Works
584 Main Street
Athol, MA 01331
Mr. Douglas Walsh - 978-249-4542
2015 Tully Wells Redevelopment
2016 Tully Wells Redevelopment

Abington & Rockland Joint Water Works
96 East Water Street
Rockland, MA 02370-1829
Mr. Daniel Callahan - 781-878-0901
2010 Wells #1 & #3
2013 Wells #2 & #3
2017 Wells #1, #2 & #3

Essex Department of Public Works
44 Centennial Grove Road
Essex, MA 01929
Mr. Michael Galli - 978-768-6431
2015 Wells #2 & #3
2016 Well #3
2017 Wells #2 & #3
2018 Well #3

Dedham-Westwood Water District
50 Elm Street, PO Box 9137
Dedham, MA 02027-5997
Mr. Robert Lexander - 781-329-7090
2011, 2012, 2013 Bridge St Wells B, B1, D
2011, 2012, 2013 Bridge St Wells E, E1, E-2, F
2011, 2013 White Lodge Well #5

REDEVELOPMENT PROJECT REFERENCES

Wayland Water Department
41 Cochituate Road
Wayland, MA 01778
Mr. Don Ouelette - 508-358-3674
2014 Baldwin Wells #1 & #2

Pembroke Water Department
100 Center Street
Pembroke, MA 02359
Mr. Scott Gloub - 781-293-5620
2016 Well Rehabiliation

Wenham Water Department
91 Grapevine Road
Wenham, MA 01984
Mr. Erik Mansfield - 978-468-5520
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Middleboro Water Department
48 Wareham Street
Middleborough, MA 02346
Mr. Joe Silva - 508-946-2482
2014 East Main St. Wells
2017 East Main St. Wells

Walpole Water Department
135 School Street
Walpole, MA 02081
Mr. Rick Mattson - 508-660-7307
2015 Redevelop & Acidize GP Wells
2017 Redevelop & Acidize GP Wells

Avon Water Department
65 East Main Street
Avon, MA 02322
Mr. Bill Fitzgerald - 508-816-2596
2014 Theater Well #3
2017 Theater Well #3

East Brookfield Highway & Water Department
424 East Main Street
East Brookfield, MA 01515
Mr. Robert Allen - 508-867-6575
2015 Well Cleaning & Pump Replacement

Bedford Water Department
314 The Great Road
Bedford, MA 01730
Mr. Peter Churchill - 781-275-7606
2017 Wells #2, #4 & #5

Concord Water Department - DPW
135 Keyes Road
Concord, MA 01742
Mr. Alan Cathcart - 978-318-3250
2017 Redevelop Well #03G

Swansea Water Department
700 Wilbur Avenue
Swansea, MA 02777
Mr. Robert Marquis - 508-672-9746
2014 Vinnicum Wells
2017 Vinnicum Wells

East Bridgewater Water Department
100 Willow Avenue
East Bridgewater, MA 02333
Mr. Jason Trepanier - 508-378-1620
2013 Washington St. Wells 3A & 3B
2015 Wells #2 & #5

Buzzards Bay Water District
15 Wallace Avenue
Buzzards Bay, MA 02532
Mr. Steven Souza - 508-759-4631
2017 Redevelop Well #1

ABOUT DENIS L. MAHER COMPANY, LLC

Founded in 1941 by Denis L. Maher Sr. the D. L. Maher Co. quickly became recognized as a leader in the Well Drilling and Pump Services industry. Recently, after several years of different ownership and management, Denis L. Maher Jr. came out of retirement and is at the helm of the newly formed Denis L. Maher Co. and ready to provide the same level of service that made the former company so successful under his father's leadership. This revitalization is strengthened by a wealth of experienced and valued employees who have remained with us throughout the years.

Denis L. Maher Jr.'s expertise in the business was achieved by working alongside his father, and over the years has advanced his knowledge of the business to a level where he is qualified to instruct others in the correct operation, repair and management of wells and pumps. Among other accomplishments and recognitions by the industry, he has served as the Chairman of the New England and American Water Works Association's Standards Committee on Vertical Turbine Pumps for a period of 13 years, and helped to develop and implement the standards that are in use today.

Since 1941, D. L. Maher Co. has provided expert well drilling and pump services to the North Eastern United States. Denis L. Maher and former employees continue this tradition. Our services include Well Drilling, Gravel Packed Wells, Gravel Developed Wells, Cleaning and Rehabilitation of Wells, Aqua Freed Rehabilitation Technology, Aqua Gard Well Maintenance Technology, Geotechnical Support, Hydrogeologic Assessments, Pump Sales, Pump Services and Pump Maintenance. Our primary markets are Municipal, Recreational, Industrial, Golf Course and Irrigation applications.

With our dedicated staff of highly trained and experienced experts in the field, we are a recognized leader in the industry. We sincerely look forward to putting the benefits of our knowledge and dedication to superior service to work for you. We service all of New England.

Our Municipal, Industrial & Irrigation Services Include:

Well Drilling & Related

- Test Wells, Exploratory Programs & Related Hydrogeologic Assessments
- Gravel Packed High Capacity Wells; Gravel Developed Medium to High Yield Wells
- Tubular Well Fields
- Evaluation of Existing Ground Water Supplies

Well Maintenance & Related

- Emergency Response 24/7
- Specific Capacity Test on Existing Wells
- Video Inspection
- Well Redevelopment: Conventional using Chemicals
- Well Redevelopment: Aqua Freed Rehabilitation Technology - No Chemical Discharge
- Well Redevelopment: Using a Combination of Methods

Denis L. Maher Company, LLC
www. DenisLMaher.com
DLMaher@DenisLMaher.com

Tel. 978-615-4606; Fax. 978-615-4607
7 Sculley Rd., PO Box 130
Ayer, MA 01432-0130

- Extended Maintenance / Redevelopment Process using Aqua Gard Technology
- Well Relining, Rescreening, Repacking, Repair & Replacement of Old or Damaged Wells

Pumps & Related

- Emergency Response 24/7 – Equipment can be mobilized and we can be on site in a few hours
- Sales & Services
- Removal & Repair of Vertical Turbine Pumps including Line Shaft & Submersible
- Well Pumps
- Water Treatment Plant Pumps
- Horizontal Split Case Pumps
- Horizontal End Suction Pumps
- Process Pumps
- Booster Pumps
- Right Angle Gear Drives
- Vertical Hollow Shaft, Vertical Solid Shaft & Horizontal Motors of all Makes
- Preventative Maintenance Testing & Service of Existing Installations

Equipment

- Three Redevelopment Rigs
- One Big Cable Tool Rig for Large Diameter Wells
- Two Crane Trucks
- Two Test Well Rigs

AQUA FREED & AQUA GARD TECHNOLOGIES

The AQUA FREED process is a highly effective, environmentally sound method for restoring lost capacity of water supply and environmental wells. While conventional methods rely on the use of chemicals that are often dangerous to handle and difficult and expensive to dispose of, the AQUA FREED process relies solely on inert liquids and gasses that dissipate naturally.

The AQUA GARD permanent in-well device significantly improves well maintenance. AQUA GARD Well Maintenance Systems include the permanent placement of energy injection equipment into the well to allow the well to be cleaned effectively, maintaining quantity and quality, without having to remove the pump or injection equipment. AQUA GARD provides a proactive rather than reactive cleaning, and has proved to be more effective and much more economical for the client. AQUA GARD applications include Water Supply Wells, Horizontal Wells, Collector Wells, Barrier Injection Wells, and Remediation of Wells

Aqua Freed & Aqua Gard are products by Subsurface Technologies, Inc. which has been providing environmentally sound, specialty well rehabilitation and preventative well maintenance systems to water supply wells across the US for the past 20 years.

In October 2009, Subsurface Technologies Inc., awarded the license for the AQUA FREED process in New England to the Denis L. Maher Co., a highly skilled well and pump company with a wide range of expertise in New England groundwater issues. The continuation of the licensee program allows STI Inc., and the Denis L. Maher Co., to deliver the very best in groundwater services, the latest technologies and the highest level of customer service to the New England states.

OP ID: AC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/14/2018

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
S. B. Goddard & Son Co.
7 Winn Street
Woburn, MA 01801-2828

CONTACT NAME: Richard J. Mahoney
PHONE (A/C, No, Ext): 781-933-0076 FAX (A/C, No): 781-932-0364
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: MAHER-2

INSURED
Denis L. Maher Co., LLC
PO Box 130
Ayer, MA 01432

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Pilgrim Ins Company	
INSURER B: Atain Specialty Insurance	
INSURER C: Evanston Insurance Company	
INSURER D: One Beacon	21970
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC			CIP333147	09/14/2017	09/14/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CSC00001003786	09/04/2017	09/04/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			CUBW7306517	09/14/2017	09/14/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			CERTIFICATE TO FOLLOW FROM CARRIER	09/15/2017	09/15/2018	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	Pollution Liability			793-00-62-49-0000	05/15/2017	05/15/2018	Each Occ Aggregate	3,000,000 3,000,000

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

CERTIFICATE HOLDER

CLEANHA

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

Richard J. Mahoney

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The ACORD name and logo are registered marks of ACORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2018

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
S B GODDARD & SON CO
7 WINN ST
WOBURN MA 01801

CONTACT NAME: Ann Marie Chauk
PHONE (A/C, No, Ext): (781) 933-0076 FAX (A/C, No):
E-MAIL ADDRESS: annmarie@goddardinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIM MUTUAL INS CO	33758
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DENIS L MAHER COMPANY LLC
PO BOX 130
AYER MA 01432

CERTIFICATE NUMBER: 247301 REVISION NUMBER:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			N/A			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			N/A			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			N/A			EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N/A	AWC40070331232017A	09/15/2017	09/15/2018	X PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
				N/A				

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Daniel M. Crowley, CPCU, Vice President – Residual Market – WCRIBMA

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The ACORD name and logo are registered marks of ACORD

DENIS L. MAHER COMPANY

7 SCULLEY ROAD

PO BOX 130

AYER, MA 01432

TEL: 978-615-4606

FAX: 978-615-4607

EMAIL: OFFICE@DENISLMAHER

Banking Contact Information

Northmark Bank
26 Mt. Vernon Street
Winchester, MA 01890

Glenn Johnson
Senior Lending Officer

Office: 781-721-9100
Fax: 781-721-9948
gjohnson@northmarkbank.com

CLIENT AND PROJECT REFERENCES

Ayer Water Department
25 Brook Street
Ayer, MA 01432-1118
Mr. Rick Linde - 978-772-0008
2012 Grove Pond #2
2013 Grove Pond #1 & #2, Spec Pond #1 & #2
2014 Spec Pond #2, Grove Pond #1 & #2
2015 Spec Pond #1A & #2
2016 Grove Pond #6 & #7
2016 Spec Pond #1A

North Sagamore Water District
14 Squanto Road
Sagamore, MA 02562
Mr. Matthew Sawicki - 508-888-1085
2015 Church Lane Well Redevelopment
2016 Beach Well Redevelopment
2017 Black Pond Well

Dracut Water Supply District
59 Hopkins Street
Dracut, MA 01826
Mr. Mark Riopelle - 978-957-0441
2014 Tyngsboro Wells #1, 2 & 3
2015 Redevelop Three Wells
2016 Redevelop Two Wells

Commonwealth of Massachusetts
Division of Fisheries and Wildlife
One Rabbit Hill Road
Westborough, MA 01581
Dr. Ken Simmons, Ph.D. 508-389-6332
2013 Roger Reed Fish Hatchery
2013, 2014 McLaughlin Fish Hatchery
2015, 2016 Sandwich State Fish Hatchery

Grafton Water District
44 Millbury Street
Grafton, MA 01519
Mr. Matt Pearson – 508-839-2302
2009, 2014 East Main St. Well #3
2009, 2011, 2014 Worcester St. Well
2014 East Main St. Well #3
2015 Satellite Well #2A
2016 Satelite Well #2A
2018 East Main St. Well #2 & #3

Town of Wellesley
Department of Public Works
20 Municipal Way
Wellesley, MA 02481
Mr. Bill Shaughnessy - 781-235-7600
2014 Gravel Packed Well Redevelopment
2017 Gravel Packed Well Redevelopment

Burlington Water Department
171 Middlesex Turnpike
Burlington, MA 01803
Mr. Russ Makiej – 781-270-1670
2014 Wells #1 & #2
2015 Well #10
2016 Wells #4, #10 & #11

Dennis Water District
PO Box 2000
South Dennis, MA 02660
Mr. David Larkowski - 508-398-3351
2012 Wells #11 & #15
2014 Wells #11 & #15
2015 Well #5
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235 North Street
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Mr. Mark Clark - 978-664-6060
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2017 Populatic Well
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2015 Well #4
2017 Well #1

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Wareham, MA 02571
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2015 Seawood Springs Well #7
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2013 Wells #2 & #3
2017 Wells #1, #2 & #3

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2017 Wells #2 & #3
2018 Well #3

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Dedham, MA 02027-5997
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2014 Baldwin Wells #1 & #2

Pembroke Water Department
100 Center Street
Pembroke, MA 02359
Mr. Scott Gloub - 781-293-5620
2016 Well Rehabiliation

Wenham Water Department
91 Grapevine Road
Wenham, MA 01984
Mr. Erik Mansfield - 978-468-5520
2015 Well #2

Middleboro Water Department
48 Wareham Street
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Mr. Joe Silva - 508-946-2482
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Mr. Alan Cathcart - 978-318-3250
2017 Redevelop Well #03G

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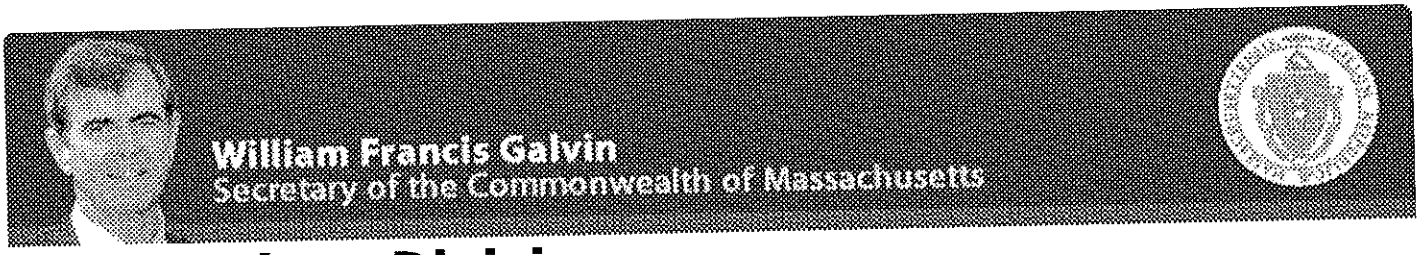
700 Wilbur Avenue
Swansea, MA 02777
Mr. Robert Marquis - 508-672-9746
2014 Vinnicum Wells
2017 Vinnicum Wells

East Bridgewater Water Department
100 Willow Avenue
East Bridgewater, MA 02333
Mr. Jason Trepanier - 508-378-1620
2013 Washington St. Wells 3A & 3B
2015 Wells #2 & #5

Buzzards Bay Water District
15 Wallace Avenue
Buzzards Bay, MA 02532
Mr. Steven Souza - 508-759-4631
2017 Redevelop Well #1



Corporations Division

Business Entity Summary

ID Number: 001008985

Request certificate | New search

Summary for: DENIS L. MAHER CO LLC

The exact name of the Domestic Limited Liability Company (LLC): DENIS L. MAHER CO LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001008985

Date of Organization in Massachusetts: 07-28-2009

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 7 SCULLEY ROAD

City or town, State, Zip code, Country: AYER, MA 01432 USA

The name and address of the Resident Agent:

Name: DENIS MAHER

Address: 107 MISHAWUM ROAD

City or town, State, Zip code, Country: WOBURN, MA 01801 USA

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	DENIS L. MAHER JR	7 SCULLY ROAD AYER, MA 01432 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
REAL PROPERTY	DENIS L. MAHER JR.	7 SCULLY ROAD AYER, MA 01432 USA

Town of Natick
Natick, Massachusetts

Request for Responses

REHABILITATION OF EVERGREEN WELL NO. 3 IN THE TOWN OF NATICK, MASSACHUSETTS

RESPONSES DUE:
September 13, 2018, 2:00 P.M. LOCAL TIME
Late Responses Will Be Rejected

DELIVER COMPLETED RESPONSES TO:

Procurement Officer
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

TOWN OF NATICK
NATICK, MASSACHUSETTS 01760

NOTICE TO RESPONDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of responses for rehabilitation of Evergreen Well No. 3, located of Cypress Street, in the Town of Natick, Massachusetts. The Request for Responses ("RFR") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on August 29, 2018. No pre-response conference will be held. Responses will be received until 2:00 P.M. local time, September 13, 2018, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all responses will be opened and read. All Responses shall comply with the RFR issued by the Town of Natick, including, without limitation, Section 1, Instructions to Responders, and Response Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town. Any Response submitted will be binding for thirty (30) days subsequent to the time of opening. Award is subject to appropriation and approval of the Natick Board of Selectmen.

I. INTRODUCTION

Pursuant to Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of responses for rehabilitation of Evergreen Well No. 3, located of Cypress Street, in the Town of Natick, Massachusetts. For a full description of the scope of services, please refer to Section II (A) of the Request for Responses ("RFR"), as well as to the attachment.

No Pre-Response conference will be held.

Questions shall be submitted in writing to bleblanc@natickma.org, and shall be received no later than 4:00 P.M. ESDT on September 6, 2018.

Each Responding party's response marked, marked "Rehabilitation of Evergreen Well No. 3 in the Town of Natick," will be received until **2:00 P.M. local time, September 13, 2018,** will be received at this address:

Procurement Office
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

Each Responding Party's name, address and contact phone number shall be clearly visible from the outside of each envelope. The clock in Procurement Office shall be considered official. No Responses received after the date and time specified in the previous paragraph shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Responses shall be extended until 11:00 A.M. local time on the next business day that the Procurement Office is open.

Responses may also be received by email at bleblanc@natickma.org.

Each Response shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Response submitted shall be binding for sixty (60) days subsequent to the time of the opening of Responses.

The Town **will not** reimburse Responding parties for any costs incurred in preparing Responses in response to this RFR. Submission of a Response shall be conclusive evidence that the Responding party has examined this RFR and is familiar with terms of this RFR and all provisions of the contract included with this RFR. Upon finding any omissions or discrepancy in this RFR, each Responding party shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Responding party to investigate completely the RFR and/or to be thoroughly familiar with this RFR shall in no way relieve any such Responding party from any obligation with respect to the Response. By submission of a Response, the Responding party agrees that if its Response is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFR and which is the form attached hereto. By

submission of a Response, the Responding party further indicates acceptance of all terms and conditions of this RFR.

II. BACKGROUND

The Town solicits written Responses for rehabilitation of Evergreen Well No. 3 in the Town of Natick, Massachusetts.

A. DESCRIPTION OF DESIRED GOODS AND SERVICES

The Successful Responder shall provide all labor and materials necessary to perform work as follows for the rehabilitation of Evergreen Well No. 3 in the Town of Natick.

The Successful Responder shall adhere to the attached specifications.

B. GUARANTEE

The Successful Responder, if selected as the Contractor, shall furnish all supplies, equipment, and labor necessary for the performance of the services and delivery of equipment required by this request for Responses and warrants that it has in its employ, and throughout the term of any contract awarded or any extension or renewal thereof, shall continue to have a sufficient number of persons experienced in performing services required by this request for Responses, such that the Successful Responder's obligations shall be carried out in a prompt, safe and professional manner.

The Successful Responder, if selected as the Contractor, shall warrant to the Owner that the work to be performed under the Request for Responses Contract, shall be free from defects in material and workmanship for twelve (12) months after the Contractor fully completes the work. If any defects in material or workmanship regarding the work occur within said twelve (12) month period, the Contractor shall have the option of repairing or replacing the defective component(s) involved in the work. Any manufacturers' warranties shall be assigned to the Town.

C. CONTRACT

It is anticipated that the town will issue a contract in the form of the attached document to the lowest and eligible responding party. No deviations shall be permitted.

D. SALES AND USE TAX EXEMPTION

Owner is exempt from Commonwealth of Massachusetts Sales and Use Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the response price. Owner to provide a Certificate of Exemption Number to the contractor awarded the work.

E. SUCCESSFUL RESPONDING PARTY'S PERSONNEL

The Successful Responding party shall be responsible for any training of his/her/its personnel. The Successful Responding party's personnel shall be adequately trained by the Successful Responding party, shall be experienced in the provision of services specified in this RFR, and shall be of good moral character. All of the Successful Responding party's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Responding 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 Responding party will update this list whenever there is a change in personnel.

Any contract awarded pursuant to this RFR shall be awarded, if at all, to the responsible Responder offering to perform the contract work at the lowest price. Award shall be subject to appropriation. The Successful Responder shall enter into a contract in the form of the attached and shall comply with all bonding and insurance requirements stated therein.

III. COMPLIANCE WITH LAWS

The Successful Responding 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 Responding 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 Responding 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 RFR and is incorporated herein by reference. Without limitation of other requirements of this RFR, no Contract shall be entered into by the parties unless the successful Responding 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 Responding party shall assume the indemnification responsibilities described in the Contract which is a part of this RFR and is incorporated herein by reference.

VI. INDEPENDENT CONTRACTOR STATUS

The Successful Responding party shall provide services as an independent contractor with the Town, and not as an employee of the Town, and the Successful Responding 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 Responding party who is performing services under any Contract awarded by the Town of Natick, the Successful Responding 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 Responding party's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Responding party to provide such information to the Town, the Successful Responding 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 Responding party is prohibited on Town of Natick property which is the subject matter of this RFR and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Responding 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 Responding party shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Responding 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 Responding 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 or upon school property.

X. Minimum Prevailing Wage Rates

See attached.

XI. Performance Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Responder shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

XII. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Responder shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

TOWN OF NATICK
RESPONSE FORM

The undersigned Responding party hereby submits a response for rehabilitation of Evergreen Well No. 3 in the Town of Natick.

ITEM NO.	DESCRIPTION	AMOUNT
1.	For Mobilization and Demobilization, the lump sum price of _____ (Lump Sum Price in Words) (_____) Lump Sum Price in Numbers)	= $
2.	For Dry/Wet Surging and pumping, the unit price of _____ (Unit Price in Words) (_____) Unit Price in Numbers per hour for an estimated quantity of x 24 hrs.	= $
3.	For Pre and Post Television Inspection, the lump sum price of _____ (Lump Sum Price in Words) (_____) Lump Sum Price in Numbers)	= $

TOTAL BASE BID - FOR RFR COMPARISON
BASED UPON ESTIMATED QUANTITIES $_____

The undersigned Responding party acknowledges receipt of addenda nos. _____.

Specific items of this Contract may be eliminated or reduced in quantity, to the extent permitted by law, to keep within limits of available funding, at the OWNER'S option.

The undersigned certifies as follows:

A. Responder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this RFR. (Responder shall attach to the Response Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Responder.

B. Responder holds all applicable State and Federal permits, licenses and approvals. (Responder shall attach to the Response Form copies of all applicable State and Federal permits, licenses, and approvals.)

C. Responder provides a qualified (Town-approved) Foreman, who shall be present at the work site at all times.

D. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.

E. Responder holds all applicable documentation and Insurance in accordance with this RFR. (Responder shall attach to the Response Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)

F. Responder shall attach to the Response Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Responder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.

G. Responder has not defaulted on any Contract within the last five (5) years.

H. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of his/her/its business.)

I. Responder has adequate personnel and equipment to perform the work expeditiously. (Responder shall also attach to the Response Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Responses are sought.

Responders shall attach to the Response Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)

J. Responder has suitable financial status to meet obligations incident to the work. (Responder shall attach to the Response Form a financial statement that shows the Responder's present financial status.

K. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

L. Responder has not failed to perform satisfactorily on Contracts of a similar nature.

M. Responder possesses the skill, ability and integrity necessary for the faithful performance of the work.

N. Responder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

O. Responder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

The undersigned certifies, under penalties of perjury, that this Response 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 Responding 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 Responding 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 RFR. No consultant to, or subcontractor for, the Responding party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responding 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 Responding party. No person, corporation, or other entity, other than a bona fide full time employee of the Responding party has been retained or hired to solicit for or in any way assist the Responding party in obtaining a Contract pursuant to this RFR 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 Responding party. The Responding party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Responding

party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Responses. The Responding party understands that the Responding 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 Responding 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 Responding 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 Responses.

The Responding 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 Responding party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

_____

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
PREVAILING WAGE RATES
(SEE ATTACHED DOCUMENT.)

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Natick, Massachusetts

City/Town: NATICK

Contract Number:

Description of Work: Reconstruction of Evergreen Well No. 3 in the Town of Natick

Job Location: Off Cypress in the Town of Natick, MA 01760

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at http://www.mass.gov/dols/pw.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.15	$10.91	$10.89	$0.00	$53.95
(3 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.22	$10.91	$10.89	$0.00	$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.34	$10.91	$10.89	$0.00	$54.14
ADS/SUBMERSIBLE PILOT *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2018	$97.80	$9.90	$21.15	$0.00	$128.85
	08/01/2019	$102.78	$9.90	$21.15	$0.00	$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR *LABORERS - ZONE 2*	06/01/2018	$34.00	$7.70	$14.02	$0.00	$55.72
	12/01/2018	$34.84	$7.70	$14.02	$0.00	$56.56
	06/01/2019	$35.71	$7.70	$14.02	$0.00	$57.43
	12/01/2019	$36.57	$7.70	$14.02	$0.00	$58.29
	06/01/2020	$37.46	$7.70	$14.02	$0.00	$59.18
	12/01/2020	$38.35	$7.70	$14.02	$0.00	$60.07
	06/01/2021	$39.27	$7.70	$14.02	$0.00	$60.99
	12/01/2021	$40.18	$7.70	$14.02	$0.00	$61.90
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	06/01/2018	$36.90	$11.50	$7.10	$0.00	$55.50
	12/01/2018	$37.90	$11.50	$7.10	$0.00	$56.50
	06/01/2019	$38.90	$11.50	$7.10	$0.00	$57.50
	12/01/2019	$39.90	$11.50	$7.10	$0.00	$58.50
	06/01/2020	$40.90	$11.50	$7.10	$0.00	$59.50
	12/01/2020	$41.90	$11.50	$7.10	$0.00	$60.50
ASPHALT RAKER *LABORERS - ZONE 2*	06/01/2018	$33.50	$7.70	$14.02	$0.00	$55.22
	12/01/2018	$34.34	$7.70	$14.02	$0.00	$56.06
	06/01/2019	$35.21	$7.70	$14.02	$0.00	$56.93
	12/01/2019	$36.07	$7.70	$14.02	$0.00	$57.79
	06/01/2020	$36.96	$7.70	$14.02	$0.00	$58.68
	12/01/2020	$37.85	$7.70	$14.02	$0.00	$59.57
	06/01/2021	$38.77	$7.70	$14.02	$0.00	$60.49
	12/01/2021	$39.68	$7.70	$14.02	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$47.08	$11.00	$15.50	$0.00	$73.58
	12/01/2018	$48.23	$11.00	$15.50	$0.00	$74.73
	06/01/2019	$49.33	$11.00	$15.50	$0.00	$75.83
	12/01/2019	$50.48	$11.00	$15.50	$0.00	$76.98
	06/01/2020	$51.58	$11.00	$15.50	$0.00	$78.08
	12/01/2020	$52.73	$11.00	$15.50	$0.00	$79.23
	06/01/2021	$53.83	$11.00	$15.50	$0.00	$80.33
	12/01/2021	$54.98	$11.00	$15.50	$0.00	$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$47.08	$11.00	$15.50	$0.00	$73.58
	12/01/2018	$48.23	$11.00	$15.50	$0.00	$74.73
	06/01/2019	$49.33	$11.00	$15.50	$0.00	$75.83
	12/01/2019	$50.48	$11.00	$15.50	$0.00	$76.98
	06/01/2020	$51.58	$11.00	$15.50	$0.00	$78.08
	12/01/2020	$52.73	$11.00	$15.50	$0.00	$79.23
	06/01/2021	$53.83	$11.00	$15.50	$0.00	$80.33
	12/01/2021	$54.98	$11.00	$15.50	$0.00	$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER *LABORERS - ZONE 2*	06/01/2018	$33.50	$7.70	$14.02	$0.00	$55.22
	12/01/2018	$34.34	$7.70	$14.02	$0.00	$56.06
	06/01/2019	$35.21	$7.70	$14.02	$0.00	$56.93
	12/01/2019	$36.07	$7.70	$14.02	$0.00	$57.79
	06/01/2020	$36.96	$7.70	$14.02	$0.00	$58.68
	12/01/2020	$37.85	$7.70	$14.02	$0.00	$59.57
	06/01/2021	$38.77	$7.70	$14.02	$0.00	$60.49
	12/01/2021	$39.68	$7.70	$14.02	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER *LABORERS - ZONE 2*	06/01/2018	$34.00	$7.70	$14.02	$0.00	$55.72
	12/01/2018	$34.84	$7.70	$14.02	$0.00	$56.56
	06/01/2019	$35.71	$7.70	$14.02	$0.00	$57.43
	12/01/2019	$36.57	$7.70	$14.02	$0.00	$58.29
	06/01/2020	$37.46	$7.70	$14.02	$0.00	$59.18
	12/01/2020	$38.35	$7.70	$14.02	$0.00	$60.07
	06/01/2021	$39.27	$7.70	$14.02	$0.00	$60.99
	12/01/2021	$40.18	$7.70	$14.02	$0.00	$61.90
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER *BOILERMAKERS LOCAL 29*	03/01/2018	$43.57	$7.07	$17.46	$0.00	$68.10
	01/01/2019	$44.71	$7.07	$17.72	$0.00	$69.50
	01/01/2020	$46.10	$7.07	$17.98	$0.00	$71.15

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *BOILERMAKER - Local 29*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	$28.32	$7.07	$11.37	$0.00	$46.76
2	65	$28.32	$7.07	$11.37	$0.00	$46.76
3	70	$30.50	$7.07	$12.23	$0.00	$49.80
4	75	$32.68	$7.07	$13.11	$0.00	$52.86
5	80	$34.86	$7.07	$13.97	$0.00	$55.90
6	85	$37.03	$7.07	$14.86	$0.00	$58.96
7	90	$39.21	$7.07	$15.72	$0.00	$62.00
8	95	$41.39	$7.07	$16.61	$0.00	$65.07

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	$29.06	$7.07	$11.52	$0.00	$47.65
2	65	$29.06	$7.07	$11.52	$0.00	$47.65
3	70	$31.30	$7.07	$12.40	$0.00	$50.77
4	75	$33.53	$7.07	$13.30	$0.00	$53.90
5	80	$35.77	$7.07	$14.18	$0.00	$57.02
6	85	$38.00	$7.07	$15.07	$0.00	$60.14
7	90	$40.24	$7.07	$15.95	$0.00	$63.26
8	95	$42.47	$7.07	$16.84	$0.00	$66.38

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) *BRICKLAYERS LOCAL 3 (LOWELL)*	08/01/2018	$50.81	$10.75	$20.06	$0.00	$81.62
	02/01/2019	$51.41	$10.75	$20.06	$0.00	$82.22
	08/01/2019	$52.76	$10.75	$20.20	$0.00	$83.71
	02/01/2020	$53.36	$10.75	$20.20	$0.00	$84.31
	08/01/2020	$54.71	$10.75	$20.35	$0.00	$85.81
	02/01/2021	$55.31	$10.75	$20.35	$0.00	$86.41
	08/01/2021	$56.71	$10.75	$20.51	$0.00	$87.97
	02/01/2022	$57.29	$10.75	$20.51	$0.00	$88.55

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *BRICK/PLASTER/CEMENT MASON - Local 3 Lowell*

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.41	$10.75	$20.06	$0.00	$56.22
2	60	$30.49	$10.75	$20.06	$0.00	$61.30
3	70	$35.57	$10.75	$20.06	$0.00	$66.38
4	80	$40.65	$10.75	$20.06	$0.00	$71.46
5	90	$45.73	$10.75	$20.06	$0.00	$76.54

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.71	$10.75	$20.06	$0.00	$56.52
2	60	$30.85	$10.75	$20.06	$0.00	$61.66
3	70	$35.99	$10.75	$20.06	$0.00	$66.80
4	80	$41.13	$10.75	$20.06	$0.00	$71.94
5	90	$46.27	$10.75	$20.06	$0.00	$77.08

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$46.61	$11.00	$15.50	$0.00	$73.11
	12/01/2018	$47.75	$11.00	$15.50	$0.00	$74.25
	06/01/2019	$48.84	$11.00	$15.50	$0.00	$75.34
	12/01/2019	$49.98	$11.00	$15.50	$0.00	$76.48
	06/01/2020	$51.06	$11.00	$15.50	$0.00	$77.56
	12/01/2020	$52.20	$11.00	$15.50	$0.00	$78.70
	06/01/2021	$53.29	$11.00	$15.50	$0.00	$79.79
	12/01/2021	$54.43	$11.00	$15.50	$0.00	$80.93

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$39.10	$7.70	$15.40	$0.00	$62.20
	12/01/2018	$40.05	$7.70	$15.40	$0.00	$63.15
	06/01/2019	$41.05	$7.70	$15.40	$0.00	$64.15
	12/01/2019	$42.05	$7.70	$15.40	$0.00	$65.15
	06/01/2020	$43.04	$7.70	$15.40	$0.00	$66.14
	12/01/2020	$44.02	$7.70	$15.40	$0.00	$67.12
	06/01/2021	$45.04	$7.70	$15.40	$0.00	$68.14
	12/01/2021	$46.05	$7.70	$15.40	$0.00	$69.15

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER	06/01/2018	$37.95	$7.70	$15.40	$0.00	$61.05
LABORERS - FOUNDATION AND MARINE	12/01/2018	$38.90	$7.70	$15.40	$0.00	$62.00
	06/01/2019	$39.90	$7.70	$15.40	$0.00	$63.00
	12/01/2019	$40.90	$7.70	$15.40	$0.00	$64.00
	06/01/2020	$41.89	$7.70	$15.40	$0.00	$64.99
	12/01/2020	$42.87	$7.70	$15.40	$0.00	$65.97
	06/01/2021	$43.89	$7.70	$15.40	$0.00	$66.99
	12/01/2021	$44.90	$7.70	$15.40	$0.00	$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN	06/01/2018	$37.95	$7.70	$15.40	$0.00	$61.05
LABORERS - FOUNDATION AND MARINE	12/01/2018	$38.90	$7.70	$15.40	$0.00	$62.00
	06/01/2019	$39.90	$7.70	$15.40	$0.00	$63.00
	12/01/2019	$40.90	$7.70	$15.40	$0.00	$64.00
	06/01/2020	$41.89	$7.70	$15.40	$0.00	$64.99
	12/01/2020	$42.87	$7.70	$15.40	$0.00	$65.97
	06/01/2021	$43.89	$7.70	$15.40	$0.00	$66.99
	12/01/2021	$44.90	$7.70	$15.40	$0.00	$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR	06/01/2018	$33.50	$7.70	$14.02	$0.00	$55.22
LABORERS - ZONE 2	12/01/2018	$34.34	$7.70	$14.02	$0.00	$56.06
	06/01/2019	$35.21	$7.70	$14.02	$0.00	$56.93
	12/01/2019	$36.07	$7.70	$14.02	$0.00	$57.79
	06/01/2020	$36.96	$7.70	$14.02	$0.00	$58.68
	12/01/2020	$37.85	$7.70	$14.02	$0.00	$59.57
	06/01/2021	$38.77	$7.70	$14.02	$0.00	$60.49
	12/01/2021	$39.68	$7.70	$14.02	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
CARPENTER	03/01/2018	$40.28	$9.90	$17.50	$0.00	$67.68
CARPENTERS -ZONE 2 (Eastern Massachusetts)	09/01/2018	$41.32	$9.90	$17.50	$0.00	$68.72
	03/01/2019	$42.35	$9.90	$17.50	$0.00	$69.75

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CARPENTER - Zone 2 Eastern MA*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.14	$9.90	$1.73	$0.00	$31.77
2	60	$24.17	$9.90	$1.73	$0.00	$35.80
3	70	$28.20	$9.90	$12.31	$0.00	$50.41
4	75	$30.21	$9.90	$12.31	$0.00	$52.42
5	80	$32.22	$9.90	$14.04	$0.00	$56.16
6	80	$32.22	$9.90	$14.04	$0.00	$56.16
7	90	$36.25	$9.90	$15.77	$0.00	$61.92
8	90	$36.25	$9.90	$15.77	$0.00	$61.92

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.66	$9.90	$1.73	$0.00	$32.29
2	60	$24.79	$9.90	$1.73	$0.00	$36.42
3	70	$28.92	$9.90	$12.31	$0.00	$51.13
4	75	$30.99	$9.90	$12.31	$0.00	$53.20
5	80	$33.06	$9.90	$14.04	$0.00	$57.00
6	80	$33.06	$9.90	$14.04	$0.00	$57.00
7	90	$37.19	$9.90	$15.77	$0.00	$62.86
8	90	$37.19	$9.90	$15.77	$0.00	$62.86

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80

Step 1&2 $29.76/ 3&4 $35.45/ 5&6 $52.14/ 7&8 $57.89

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2018	$26.67	$7.07	$7.86	$0.00	$41.60
CARPENTERS -ZONE 2 (Wood Frame)	10/01/2018	$27.09	$7.07	$7.86	$0.00	$42.02
	04/01/2019	$27.52	$7.07	$7.86	$0.00	$42.45
	10/01/2019	$27.95	$7.07	$7.86	$0.00	$42.88

As of 9/1/09 Carpentry work on wood-frame WEATHERIZATION projects shall be paid the WOOD FRAME CARPENTER rate.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CARPENTER (Wood Frame) - Zone 2*

Effective Date - 04/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$16.00	$7.07	$0.00	$0.00	$23.07
2	60	$16.00	$7.07	$0.00	$0.00	$23.07
3	65	$17.34	$7.07	$7.86	$0.00	$32.27
4	70	$18.67	$7.07	$7.86	$0.00	$33.60
5	75	$20.00	$7.07	$7.86	$0.00	$34.93
6	80	$21.34	$7.07	$7.86	$0.00	$36.27
7	85	$22.67	$7.07	$7.86	$0.00	$37.60
8	90	$24.00	$7.07	$7.86	$0.00	$38.93

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$16.25	$7.07	$0.00	$0.00	$23.32
2	60	$16.25	$7.07	$0.00	$0.00	$23.32
3	65	$17.61	$7.07	$7.86	$0.00	$32.54
4	70	$18.96	$7.07	$7.86	$0.00	$33.89
5	75	$20.32	$7.07	$7.86	$0.00	$35.25
6	80	$21.67	$7.07	$7.86	$0.00	$36.60
7	85	$23.03	$7.07	$7.86	$0.00	$37.96
8	90	$24.38	$7.07	$7.86	$0.00	$39.31

Notes:
% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 $19.07/ 3&4 $26.49/ 5&6 $33.60/ 7&8 $36.27

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME (All Other Work) *CARPENTERS -ZONE 2 (Wood Frame)*	06/01/2016	$25.32	$9.80	$16.82	$0.00	$51.94
CEMENT MASONRY/PLASTERING *BRICKLAYERS LOCAL 3 (LOWELL)*	07/01/2018	$42.52	$12.42	$22.41	$0.30	$77.65
	01/01/2019	$43.76	$12.42	$22.41	$0.30	$78.89
	07/01/2019	$44.64	$12.42	$22.41	$0.30	$79.77
	01/01/2020	$45.88	$12.42	$22.41	$0.30	$81.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CEMENT MASONRY/PLASTERING - Lowell*

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.26	$12.42	$15.41	$0.00	$49.09
2	60	$25.51	$12.42	$17.41	$0.30	$55.64
3	65	$27.64	$12.42	$18.41	$0.30	$58.77
4	70	$29.76	$12.42	$19.41	$0.30	$61.89
5	75	$31.89	$12.42	$20.41	$0.30	$65.02
6	80	$34.02	$12.42	$21.41	$0.30	$68.15
7	90	$38.27	$12.42	$22.41	$0.30	$73.40

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.88	$12.42	$15.41	$0.00	$49.71
2	60	$26.26	$12.42	$17.41	$0.30	$56.39
3	65	$28.44	$12.42	$18.41	$0.30	$59.57
4	70	$30.63	$12.42	$19.41	$0.30	$62.76
5	75	$32.82	$12.42	$20.41	$0.30	$65.95
6	80	$35.01	$12.42	$21.41	$0.30	$69.14
7	90	$39.38	$12.42	$22.41	$0.30	$74.51

Notes:
Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR *LABORERS - ZONE 2*	06/01/2018	$33.50	$7.70	$14.02	$0.00	$55.22
	12/01/2018	$34.34	$7.70	$14.02	$0.00	$56.06
	06/01/2019	$35.21	$7.70	$14.02	$0.00	$56.93
	12/01/2019	$36.07	$7.70	$14.02	$0.00	$57.79
	06/01/2020	$36.96	$7.70	$14.02	$0.00	$58.68
	12/01/2020	$37.85	$7.70	$14.02	$0.00	$59.57
	06/01/2021	$38.77	$7.70	$14.02	$0.00	$60.49
	12/01/2021	$39.68	$7.70	$14.02	$0.00	$61.40

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$47.63	$10.50	$15.50	$0.00	$73.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$31.90	$11.00	$15.50	$0.00	$58.40
	12/01/2018	$32.68	$11.00	$15.50	$0.00	$59.18
	06/01/2019	$33.43	$11.00	$15.50	$0.00	$59.93
	12/01/2019	$34.22	$11.00	$15.50	$0.00	$60.72
	06/01/2020	$34.97	$11.00	$15.50	$0.00	$61.47
	12/01/2020	$35.75	$11.00	$15.50	$0.00	$62.25
	06/01/2021	$36.50	$11.00	$15.50	$0.00	$63.00
	12/01/2021	$37.29	$11.00	$15.50	$0.00	$63.79

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)	07/01/2018	$50.01	$8.15	$20.15	$0.00	$78.31
PAINTERS LOCAL 35 - ZONE 2	01/01/2019	$50.36	$8.15	$20.85	$0.00	$79.36
	07/01/2019	$51.46	$8.15	$20.85	$0.00	$80.46
	01/01/2020	$52.56	$8.15	$20.85	$0.00	$81.56
	07/01/2020	$53.66	$8.15	$20.85	$0.00	$82.66
	01/01/2021	$54.76	$8.15	$20.85	$0.00	$83.76

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.01	$8.15	$0.00	$0.00	$33.16
2	55	$27.51	$8.15	$5.34	$0.00	$41.00
3	60	$30.01	$8.15	$5.82	$0.00	$43.98
4	65	$32.51	$8.15	$6.31	$0.00	$46.97
5	70	$35.01	$8.15	$17.24	$0.00	$60.40
6	75	$37.51	$8.15	$17.73	$0.00	$63.39
7	80	$40.01	$8.15	$18.21	$0.00	$66.37
8	90	$45.01	$8.15	$19.18	$0.00	$72.34

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.18	$8.15	$0.00	$0.00	$33.33
2	55	$27.70	$8.15	$5.64	$0.00	$41.49
3	60	$30.22	$8.15	$6.15	$0.00	$44.52
4	65	$32.73	$8.15	$6.66	$0.00	$47.54
5	70	$35.25	$8.15	$17.78	$0.00	$61.18
6	75	$37.77	$8.15	$18.29	$0.00	$64.21
7	80	$40.29	$8.15	$18.80	$0.00	$67.24
8	90	$45.32	$8.15	$19.83	$0.00	$73.30

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN	06/01/2018	$38.15	$7.70	$15.20	$0.00	$61.05
LABORERS - ZONE 2	12/01/2018	$39.10	$7.70	$15.20	$0.00	$62.00
	06/01/2019	$40.10	$7.70	$15.20	$0.00	$63.00
	12/01/2019	$41.10	$7.70	$15.20	$0.00	$64.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	06/01/2018	$39.15	$7.70	$15.20	$0.00	$62.05
LABORERS - ZONE 2	12/01/2018	$40.10	$7.70	$15.20	$0.00	$63.00
	06/01/2019	$41.10	$7.70	$15.20	$0.00	$64.00
	12/01/2019	$42.10	$7.70	$15.20	$0.00	$65.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BURNERS	06/01/2018	$38.90	$7.70	$15.20	$0.00	$61.80
LABORERS - ZONE 2	12/01/2018	$39.85	$7.70	$15.20	$0.00	$62.75
	06/01/2019	$40.85	$7.70	$15.20	$0.00	$63.75
	12/01/2019	$41.85	$7.70	$15.20	$0.00	$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER	06/01/2018	$39.15	$7.70	$15.20	$0.00	$62.05
LABORERS - ZONE 2	12/01/2018	$40.10	$7.70	$15.20	$0.00	$63.00
	06/01/2019	$41.10	$7.70	$15.20	$0.00	$64.00
	12/01/2019	$42.10	$7.70	$15.20	$0.00	$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR	06/01/2018	$38.90	$7.70	$15.20	$0.00	$61.80
LABORERS - ZONE 2	12/01/2018	$39.85	$7.70	$15.20	$0.00	$62.75
	06/01/2019	$40.85	$7.70	$15.20	$0.00	$63.75
	12/01/2019	$41.85	$7.70	$15.20	$0.00	$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER	06/01/2018	$38.15	$7.70	$15.20	$0.00	$61.05
LABORERS - ZONE 2	12/01/2018	$39.10	$7.70	$15.20	$0.00	$62.00
	06/01/2019	$40.10	$7.70	$15.20	$0.00	$63.00
	12/01/2019	$41.10	$7.70	$15.20	$0.00	$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR	06/01/2018	$46.61	$11.00	$15.50	$0.00	$73.11
OPERATING ENGINEERS LOCAL 4	12/01/2018	$47.75	$11.00	$15.50	$0.00	$74.25
	06/01/2019	$48.84	$11.00	$15.50	$0.00	$75.34
	12/01/2019	$49.98	$11.00	$15.50	$0.00	$76.48
	06/01/2020	$51.06	$11.00	$15.50	$0.00	$77.56
	12/01/2020	$52.20	$11.00	$15.50	$0.00	$78.70
	06/01/2021	$53.29	$11.00	$15.50	$0.00	$79.79
	12/01/2021	$54.43	$11.00	$15.50	$0.00	$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER	08/01/2018	$65.20	$9.90	$21.15	$0.00	$96.25
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	$68.52	$9.90	$21.15	$0.00	$99.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER	08/01/2018	$46.57	$9.90	$21.15	$0.00	$77.62
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	$48.94	$9.90	$21.15	$0.00	$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT)	08/01/2018	$69.86	$9.90	$21.15	$0.00	$100.91
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	$73.41	$9.90	$21.15	$0.00	$104.46
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT)	08/01/2018	$97.80	$9.90	$21.15	$0.00	$128.85
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	$102.78	$9.90	$21.15	$0.00	$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction)	03/01/2018	$50.15	$13.00	$17.85	$0.00	$81.00
ELECTRICIANS LOCAL 103	09/01/2018	$51.34	$13.00	$17.89	$0.00	$82.23
	03/01/2019	$52.53	$13.00	$17.93	$0.00	$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELECTRICIAN *ELECTRICIANS LOCAL 103*	03/01/2018	$50.15	$13.00	$17.85	$0.00	$81.00
	09/01/2018	$51.34	$13.00	$17.89	$0.00	$82.23
	03/01/2019	$52.53	$13.00	$17.93	$0.00	$83.46

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$20.06	$13.00	$0.60	$0.00	$33.66
2	40	$20.06	$13.00	$0.60	$0.00	$33.66
3	45	$22.57	$13.00	$13.61	$0.00	$49.18
4	45	$22.57	$13.00	$13.61	$0.00	$49.18
5	50	$25.08	$13.00	$13.99	$0.00	$52.07
6	55	$27.58	$13.00	$14.38	$0.00	$54.96
7	60	$30.09	$13.00	$14.76	$0.00	$57.85
8	65	$32.60	$13.00	$15.15	$0.00	$60.75
9	70	$35.11	$13.00	$15.53	$0.00	$63.64
10	75	$37.61	$13.00	$15.93	$0.00	$66.54

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$20.54	$13.00	$0.62	$0.00	$34.16
2	40	$20.54	$13.00	$0.62	$0.00	$34.16
3	45	$23.10	$13.00	$13.62	$0.00	$49.72
4	45	$23.10	$13.00	$13.62	$0.00	$49.72
5	50	$25.67	$13.00	$14.01	$0.00	$52.68
6	55	$28.24	$13.00	$14.40	$0.00	$55.64
7	60	$30.80	$13.00	$14.78	$0.00	$58.58
8	65	$33.37	$13.00	$15.17	$0.00	$61.54
9	70	$35.94	$13.00	$15.56	$0.00	$64.50
10	75	$38.51	$13.00	$15.96	$0.00	$67.47

Notes: :
App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR *ELEVATOR CONSTRUCTORS LOCAL 4*	01/01/2018	$57.62	$15.43	$16.61	$0.00	$89.66
	01/01/2019	$59.47	$15.58	$17.51	$0.00	$92.56
	01/01/2020	$61.42	$15.73	$18.41	$0.00	$95.56
	01/01/2021	$63.47	$15.88	$19.31	$0.00	$98.66
	01/01/2022	$65.62	$16.03	$20.21	$0.00	$101.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELEVATOR CONSTRUCTOR - Local 4*

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$28.81	$15.43	$0.00	$0.00	$44.24
2	55	$31.69	$15.43	$16.61	$0.00	$63.73
3	65	$37.45	$15.43	$16.61	$0.00	$69.49
4	70	$40.33	$15.43	$16.61	$0.00	$72.37
5	80	$46.10	$15.43	$16.61	$0.00	$78.14

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$29.74	$15.58	$0.00	$0.00	$45.32
2	55	$32.71	$15.58	$17.51	$0.00	$65.80
3	65	$38.66	$15.58	$17.51	$0.00	$71.75
4	70	$41.63	$15.58	$17.51	$0.00	$74.72
5	80	$47.58	$15.58	$17.51	$0.00	$80.67

Notes:
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER *ELEVATOR CONSTRUCTORS LOCAL 4*	01/01/2018	$40.33	$15.43	$16.61	$0.00	$72.37
	01/01/2019	$41.63	$15.58	$17.51	$0.00	$74.72
	01/01/2020	$42.99	$15.73	$18.41	$0.00	$77.13
	01/01/2021	$44.43	$15.88	$19.31	$0.00	$79.62
	01/01/2022	$45.93	$16.03	$20.21	$0.00	$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR *LABORERS - ZONE 2*	06/01/2018	$33.50	$7.70	$14.02	$0.00	$55.22
	12/01/2018	$34.34	$7.70	$14.02	$0.00	$56.06
	06/01/2019	$35.21	$7.70	$14.02	$0.00	$56.93
	12/01/2019	$36.07	$7.70	$14.02	$0.00	$57.79
	06/01/2020	$36.96	$7.70	$14.02	$0.00	$58.68
	12/01/2020	$37.85	$7.70	$14.02	$0.00	$59.57
	06/01/2021	$38.77	$7.70	$14.02	$0.00	$60.49
	12/01/2021	$39.68	$7.70	$14.02	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2018	$42.84	$10.50	$15.50	$0.00	$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2018	$44.31	$10.50	$15.50	$0.00	$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2018	$22.51	$10.50	$15.50	$0.00	$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER *ELECTRICIANS LOCAL 103*	03/01/2018	$50.15	$13.00	$17.85	$0.00	$81.00
	09/01/2018	$51.34	$13.00	$17.89	$0.00	$82.23
	03/01/2019	$52.53	$13.00	$17.93	$0.00	$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING *ELECTRICIANS LOCAL 103*	03/01/2018	$37.61	$13.00	$15.93	$0.00	$66.54
	09/01/2018	$38.51	$13.00	$15.96	$0.00	$67.47
	03/01/2019	$39.40	$13.00	$15.98	$0.00	$68.38
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$38.83	$11.00	$15.50	$0.00	$65.33
	12/01/2018	$39.78	$11.00	$15.50	$0.00	$66.28
	06/01/2019	$40.69	$11.00	$15.50	$0.00	$67.19
	12/01/2019	$41.64	$11.00	$15.50	$0.00	$68.14
	06/01/2020	$42.55	$11.00	$15.50	$0.00	$69.05
	12/01/2020	$43.50	$11.00	$15.50	$0.00	$70.00
	06/01/2021	$44.41	$11.00	$15.50	$0.00	$70.91
	12/01/2021	$45.36	$11.00	$15.50	$0.00	$71.86
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER *LABORERS - ZONE 2*	06/01/2018	$21.50	$7.70	$14.02	$0.00	$43.22
	12/01/2018	$22.50	$7.70	$14.02	$0.00	$44.22
	06/01/2019	$22.50	$7.70	$14.02	$0.00	$44.22
	12/01/2019	$23.50	$7.70	$14.02	$0.00	$45.22
	06/01/2020	$23.50	$7.70	$14.02	$0.00	$45.22
	12/01/2020	$24.50	$7.70	$14.02	$0.00	$46.22
	06/01/2021	$24.50	$7.70	$14.02	$0.00	$46.22
	12/01/2021	$24.50	$7.70	$14.02	$0.00	$46.22
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER *FLOORCOVERERS LOCAL 2168 ZONE I*	03/01/2016	$42.13	$9.80	$17.62	$0.00	$69.55

Apprentice - *FLOORCOVERER - Local 2168 Zone I*

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.07	$9.80	$1.79	$0.00	$32.66
2	55	$23.17	$9.80	$1.79	$0.00	$34.76
3	60	$25.28	$9.80	$12.25	$0.00	$47.33
4	65	$27.38	$9.80	$12.25	$0.00	$49.43
5	70	$29.49	$9.80	$14.04	$0.00	$53.33
6	75	$31.60	$9.80	$14.04	$0.00	$55.44
7	80	$33.70	$9.80	$15.83	$0.00	$59.33
8	85	$35.81	$9.80	$15.83	$0.00	$61.44

Notes: Steps are 750 hrs.
% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 $30.55/ 3&4 $36.49/ 5&6 $53.33/ 7&8 $59.33

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$47.08	$11.00	$15.50	$0.00	$73.58
	12/01/2018	$48.23	$11.00	$15.50	$0.00	$74.73
	06/01/2019	$49.33	$11.00	$15.50	$0.00	$75.83
	12/01/2019	$50.48	$11.00	$15.50	$0.00	$76.98
	06/01/2020	$51.58	$11.00	$15.50	$0.00	$78.08
	12/01/2020	$52.73	$11.00	$15.50	$0.00	$79.23
	06/01/2021	$53.83	$11.00	$15.50	$0.00	$80.33
	12/01/2021	$54.98	$11.00	$15.50	$0.00	$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$31.90	$11.00	$15.50	$0.00	$58.40
	12/01/2018	$32.68	$11.00	$15.50	$0.00	$59.18
	06/01/2019	$33.43	$11.00	$15.50	$0.00	$59.93
	12/01/2019	$34.22	$11.00	$15.50	$0.00	$60.72
	06/01/2020	$34.97	$11.00	$15.50	$0.00	$61.47
	12/01/2020	$35.75	$11.00	$15.50	$0.00	$62.25
	06/01/2021	$36.50	$11.00	$15.50	$0.00	$63.00
	12/01/2021	$37.29	$11.00	$15.50	$0.00	$63.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) *GLAZIERS LOCAL 35 (ZONE 2)*	07/01/2018	$39.51	$8.15	$20.15	$0.00	$67.81
	01/01/2019	$39.86	$8.15	$20.85	$0.00	$68.86
	07/01/2019	$40.96	$8.15	$20.85	$0.00	$69.96
	01/01/2020	$42.06	$8.15	$20.85	$0.00	$71.06
	07/01/2020	$43.16	$8.15	$20.85	$0.00	$72.16
	01/01/2021	$44.26	$8.15	$20.85	$0.00	$73.26

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *GLAZIER - Local 35 Zone 2*

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.76	$8.15	$0.00	$0.00	$27.91
2	55	$21.73	$8.15	$5.34	$0.00	$35.22
3	60	$23.71	$8.15	$5.82	$0.00	$37.68
4	65	$25.68	$8.15	$6.31	$0.00	$40.14
5	70	$27.66	$8.15	$17.24	$0.00	$53.05
6	75	$29.63	$8.15	$17.73	$0.00	$55.51
7	80	$31.61	$8.15	$18.21	$0.00	$57.97
8	90	$35.56	$8.15	$19.18	$0.00	$62.89

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.93	$8.15	$0.00	$0.00	$28.08
2	55	$21.92	$8.15	$5.64	$0.00	$35.71
3	60	$23.92	$8.15	$6.15	$0.00	$38.22
4	65	$25.91	$8.15	$6.66	$0.00	$40.72
5	70	$27.90	$8.15	$17.78	$0.00	$53.83
6	75	$29.90	$8.15	$18.29	$0.00	$56.34
7	80	$31.89	$8.15	$18.80	$0.00	$58.84
8	90	$35.87	$8.15	$19.83	$0.00	$63.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS

OPERATING ENGINEERS LOCAL 4

06/01/2018	$47.08	$11.00	$15.50	$0.00	$73.58
12/01/2018	$48.23	$11.00	$15.50	$0.00	$74.73
06/01/2019	$49.33	$11.00	$15.50	$0.00	$75.83
12/01/2019	$50.48	$11.00	$15.50	$0.00	$76.98
06/01/2020	$51.58	$11.00	$15.50	$0.00	$78.08
12/01/2020	$52.73	$11.00	$15.50	$0.00	$79.23
06/01/2021	$53.83	$11.00	$15.50	$0.00	$80.33
12/01/2021	$54.98	$11.00	$15.50	$0.00	$81.48

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *OPERATING ENGINEERS - Local 4*

Effective Date - 06/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$25.89	$11.00	$0.00	$0.00	$36.89
2	60	$28.25	$11.00	$15.50	$0.00	$54.75
3	65	$30.60	$11.00	$15.50	$0.00	$57.10
4	70	$32.96	$11.00	$15.50	$0.00	$59.46
5	75	$35.31	$11.00	$15.50	$0.00	$61.81
6	80	$37.66	$11.00	$15.50	$0.00	$64.16
7	85	$40.02	$11.00	$15.50	$0.00	$66.52
8	90	$42.37	$11.00	$15.50	$0.00	$68.87

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$26.53	$11.00	$0.00	$0.00	$37.53
2	60	$28.94	$11.00	$15.50	$0.00	$55.44
3	65	$31.35	$11.00	$15.50	$0.00	$57.85
4	70	$33.76	$11.00	$15.50	$0.00	$60.26
5	75	$36.17	$11.00	$15.50	$0.00	$62.67
6	80	$38.58	$11.00	$15.50	$0.00	$65.08
7	85	$41.00	$11.00	$15.50	$0.00	$67.50
8	90	$43.41	$11.00	$15.50	$0.00	$69.91

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2018	$44.11	$12.20	$24.12	$2.41	$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) *ELECTRICIANS LOCAL 103*	03/01/2018	$50.15	$13.00	$17.85	$0.00	$81.00
	09/01/2018	$51.34	$13.00	$17.89	$0.00	$82.23
	03/01/2019	$52.53	$13.00	$17.93	$0.00	$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2018	$44.11	$12.20	$24.12	$2.41	$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) *PIPEFITTERS LOCAL 537*	09/01/2017	$51.44	$9.95	$18.74	$0.00	$80.13
	09/01/2018	$52.94	$9.95	$18.74	$0.00	$81.63
	09/01/2019	$54.44	$9.95	$18.74	$0.00	$83.13
	09/01/2020	$55.94	$9.95	$18.74	$0.00	$84.63
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC *PIPEFITTERS LOCAL 537*	09/01/2017	$51.44	$9.95	$18.74	$0.00	$80.13
	09/01/2018	$52.94	$9.95	$18.74	$0.00	$81.63
	09/01/2019	$54.44	$9.95	$18.74	$0.00	$83.13
	09/01/2020	$55.94	$9.95	$18.74	$0.00	$84.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS *LABORERS - ZONE 2*	06/01/2018	$34.00	$7.70	$14.02	$0.00	$55.72
	12/01/2018	$34.84	$7.70	$14.02	$0.00	$56.56
	06/01/2019	$35.71	$7.70	$14.02	$0.00	$57.43
	12/01/2019	$36.57	$7.70	$14.02	$0.00	$58.29
	06/01/2020	$37.46	$7.70	$14.02	$0.00	$59.18
	12/01/2020	$38.35	$7.70	$14.02	$0.00	$60.07
	06/01/2021	$39.27	$7.70	$14.02	$0.00	$60.99
	12/01/2021	$40.18	$7.70	$14.02	$0.00	$61.90
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	09/01/2017	$47.09	$11.75	$14.20	$0.00	$73.04
	09/01/2018	$49.34	$11.75	$14.20	$0.00	$75.29
	09/01/2019	$51.84	$11.75	$14.20	$0.00	$77.79

Apprentice - *ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston*

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.55	$11.75	$10.45	$0.00	$45.75
2	60	$28.25	$11.75	$11.20	$0.00	$51.20
3	70	$32.96	$11.75	$11.95	$0.00	$56.66
4	80	$37.67	$11.75	$12.70	$0.00	$62.12

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.67	$11.75	$10.45	$0.00	$46.87
2	60	$29.60	$11.75	$11.20	$0.00	$52.55
3	70	$34.54	$11.75	$11.95	$0.00	$58.24
4	80	$39.47	$11.75	$12.70	$0.00	$63.92

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER *IRONWORKERS LOCAL 7 (BOSTON AREA)*	03/16/2017	$44.65	$7.80	$20.85	$0.00	$73.30

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *IRONWORKER - Local 7 Boston*

Effective Date - 03/16/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$26.79	$7.80	$20.85	$0.00	$55.44
2	70	$31.26	$7.80	$20.85	$0.00	$59.91
3	75	$33.49	$7.80	$20.85	$0.00	$62.14
4	80	$35.72	$7.80	$20.85	$0.00	$64.37
5	85	$37.95	$7.80	$20.85	$0.00	$66.60
6	90	$40.19	$7.80	$20.85	$0.00	$68.84

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR *LABORERS - ZONE 2*	06/01/2018	$33.50	$7.70	$14.02	$0.00	$55.22
	12/01/2018	$34.34	$7.70	$14.02	$0.00	$56.06
	06/01/2019	$35.21	$7.70	$14.02	$0.00	$56.93
	12/01/2019	$36.07	$7.70	$14.02	$0.00	$57.79
	06/01/2020	$36.96	$7.70	$14.02	$0.00	$58.68
	12/01/2020	$37.85	$7.70	$14.02	$0.00	$59.57
	06/01/2021	$38.77	$7.70	$14.02	$0.00	$60.49
	12/01/2021	$39.68	$7.70	$14.02	$0.00	$61.40

For apprentice rates see "Apprentice- LABORER"

LABORER *LABORERS - ZONE 2*	06/01/2018	$33.25	$7.70	$14.02	$0.00	$54.97
	12/01/2018	$34.09	$7.70	$14.02	$0.00	$55.81
	06/01/2019	$34.96	$7.70	$14.02	$0.00	$56.68
	12/01/2019	$35.82	$7.70	$14.02	$0.00	$57.54
	06/01/2020	$36.71	$7.70	$14.02	$0.00	$58.43
	12/01/2020	$37.60	$7.70	$14.02	$0.00	$59.32
	06/01/2021	$38.52	$7.70	$14.02	$0.00	$60.24
	12/01/2021	$39.43	$7.70	$14.02	$0.00	$61.15

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *LABORER - Zone 2*

Effective Date - 06/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$19.95	$7.70	$14.02	$0.00	$41.67
2	70	$23.28	$7.70	$14.02	$0.00	$45.00
3	80	$26.60	$7.70	$14.02	$0.00	$48.32
4	90	$29.93	$7.70	$14.02	$0.00	$51.65

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$20.45	$7.70	$14.02	$0.00	$42.17
2	70	$23.86	$7.70	$14.02	$0.00	$45.58
3	80	$27.27	$7.70	$14.02	$0.00	$48.99
4	90	$30.68	$7.70	$14.02	$0.00	$52.40

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER *LABORERS - ZONE 2*	06/01/2018	$33.25	$7.70	$14.02	$0.00	$54.97
	12/01/2018	$34.09	$7.70	$14.02	$0.00	$55.81
	06/01/2019	$34.96	$7.70	$14.02	$0.00	$56.68
	12/01/2019	$35.82	$7.70	$14.02	$0.00	$57.54
	06/01/2020	$36.71	$7.70	$14.02	$0.00	$58.43
	12/01/2020	$37.60	$7.70	$14.02	$0.00	$59.32
	06/01/2021	$38.52	$7.70	$14.02	$0.00	$60.24
	12/01/2021	$39.43	$7.70	$14.02	$0.00	$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER *LABORERS - ZONE 2*	06/01/2018	$33.25	$7.70	$14.02	$0.00	$54.97
	12/01/2018	$34.09	$7.70	$14.02	$0.00	$55.81
	06/01/2019	$34.96	$7.70	$14.02	$0.00	$56.68
	12/01/2019	$35.82	$7.70	$14.02	$0.00	$57.54
	06/01/2020	$36.71	$7.70	$14.02	$0.00	$58.43
	12/01/2020	$37.60	$7.70	$14.02	$0.00	$59.32
	06/01/2021	$38.52	$7.70	$14.02	$0.00	$60.24
	12/01/2021	$39.43	$7.70	$14.02	$0.00	$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER *LABORERS - ZONE 2*	06/01/2018	$33.45	$7.70	$13.97	$0.00	$55.12
	12/01/2018	$34.29	$7.70	$13.97	$0.00	$55.96
	06/01/2019	$35.16	$7.70	$13.97	$0.00	$56.83
	12/01/2019	$36.02	$7.70	$13.97	$0.00	$57.69

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER	06/01/2018	$33.50	$7.70	$14.02	$0.00	$55.22
LABORERS - ZONE 2	12/01/2018	$34.34	$7.70	$14.02	$0.00	$56.06
	06/01/2019	$35.21	$7.70	$14.02	$0.00	$56.93
	12/01/2019	$36.07	$7.70	$14.02	$0.00	$57.79
	06/01/2020	$36.96	$7.70	$14.02	$0.00	$58.68
	12/01/2020	$37.85	$7.70	$14.02	$0.00	$59.57
	06/01/2021	$38.77	$7.70	$14.02	$0.00	$60.49
	12/01/2021	$39.68	$7.70	$14.02	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER	06/01/2018	$33.25	$7.70	$14.02	$0.00	$54.97
LABORERS - ZONE 2	12/01/2018	$34.09	$7.70	$14.02	$0.00	$55.81
	06/01/2019	$34.96	$7.70	$14.02	$0.00	$56.68
	12/01/2019	$35.82	$7.70	$14.02	$0.00	$57.54
	06/01/2020	$36.71	$7.70	$14.02	$0.00	$58.43
	12/01/2020	$37.60	$7.70	$14.02	$0.00	$59.32
	06/01/2021	$38.52	$7.70	$14.02	$0.00	$60.24
	12/01/2021	$39.43	$7.70	$14.02	$0.00	$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER	06/01/2018	$33.25	$7.70	$14.02	$0.00	$54.97
LABORERS - ZONE 2	12/01/2018	$34.09	$7.70	$14.02	$0.00	$55.81
	06/01/2019	$34.96	$7.70	$14.02	$0.00	$56.68
	12/01/2019	$35.82	$7.70	$14.02	$0.00	$57.54
	06/01/2020	$36.71	$7.70	$14.02	$0.00	$58.43
	12/01/2020	$37.60	$7.70	$14.02	$0.00	$59.32
	06/01/2021	$38.52	$7.70	$14.02	$0.00	$60.24
	12/01/2021	$39.43	$7.70	$14.02	$0.00	$61.15
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR	06/01/2018	$33.50	$7.70	$14.02	$0.00	$55.22
LABORERS - ZONE 2	12/01/2018	$34.34	$7.70	$14.02	$0.00	$56.06
	06/01/2019	$35.21	$7.70	$14.02	$0.00	$56.93
	12/01/2019	$36.07	$7.70	$14.02	$0.00	$57.79
	06/01/2020	$36.96	$7.70	$14.02	$0.00	$58.68
	12/01/2020	$37.85	$7.70	$14.02	$0.00	$59.57
	06/01/2021	$38.77	$7.70	$14.02	$0.00	$60.49
	12/01/2021	$39.68	$7.70	$14.02	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS	08/01/2018	$40.40	$10.75	$18.97	$0.00	$70.12
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2019	$40.91	$10.75	$18.97	$0.00	$70.63
	08/01/2019	$41.99	$10.75	$19.11	$0.00	$71.85
	02/01/2020	$42.50	$10.75	$19.11	$0.00	$72.36
	08/01/2020	$43.58	$10.75	$19.26	$0.00	$73.59
	02/01/2021	$44.09	$10.75	$19.26	$0.00	$74.10
	08/01/2021	$45.21	$10.75	$19.42	$0.00	$75.38
	02/01/2022	$45.68	$10.75	$19.42	$0.00	$75.85

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MARBLE & TILE FINISHER - Local 3 Marble & Tile*

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.20	$10.75	$18.97	$0.00	$49.92
2	60	$24.24	$10.75	$18.97	$0.00	$53.96
3	70	$28.28	$10.75	$18.97	$0.00	$58.00
4	80	$32.32	$10.75	$18.97	$0.00	$62.04
5	90	$36.36	$10.75	$18.97	$0.00	$66.08

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.46	$10.75	$18.97	$0.00	$50.18
2	60	$24.55	$10.75	$18.97	$0.00	$54.27
3	70	$28.64	$10.75	$18.97	$0.00	$58.36
4	80	$32.73	$10.75	$18.97	$0.00	$62.45
5	90	$36.82	$10.75	$18.97	$0.00	$66.54

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	08/01/2018	$52.95	$10.75	$20.66	$0.00	$84.36
	02/01/2019	$53.57	$10.75	$20.66	$0.00	$84.98
	08/01/2019	$54.92	$10.75	$20.80	$0.00	$86.47
	02/01/2020	$55.55	$10.75	$20.80	$0.00	$87.10
	08/01/2020	$56.90	$10.75	$20.95	$0.00	$88.60
	02/01/2021	$57.54	$10.75	$20.95	$0.00	$89.24
	08/01/2021	$58.94	$10.75	$21.11	$0.00	$90.80
	02/01/2022	$59.51	$10.75	$21.11	$0.00	$91.37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile*

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.48	$10.75	$20.66	$0.00	$57.89
2	60	$31.77	$10.75	$20.66	$0.00	$63.18
3	70	$37.07	$10.75	$20.66	$0.00	$68.48
4	80	$42.36	$10.75	$20.66	$0.00	$73.77
5	90	$47.66	$10.75	$20.66	$0.00	$79.07

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.79	$10.75	$20.66	$0.00	$58.20
2	60	$32.14	$10.75	$20.66	$0.00	$63.55
3	70	$37.50	$10.75	$20.66	$0.00	$68.91
4	80	$42.86	$10.75	$20.66	$0.00	$74.27
5	90	$48.21	$10.75	$20.66	$0.00	$79.62

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$46.61	$11.00	$15.50	$0.00	$73.11
	12/01/2018	$47.75	$11.00	$15.50	$0.00	$74.25
	06/01/2019	$48.84	$11.00	$15.50	$0.00	$75.34
	12/01/2019	$49.98	$11.00	$15.50	$0.00	$76.48
	06/01/2020	$51.06	$11.00	$15.50	$0.00	$77.56
	12/01/2020	$52.20	$11.00	$15.50	$0.00	$78.70
	06/01/2021	$53.29	$11.00	$15.50	$0.00	$79.79
	12/01/2021	$54.43	$11.00	$15.50	$0.00	$80.93

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$46.61	$11.00	$15.50	$0.00	$73.11
	12/01/2018	$47.75	$11.00	$15.50	$0.00	$74.25
	06/01/2019	$48.84	$11.00	$15.50	$0.00	$75.34
	12/01/2019	$49.98	$11.00	$15.50	$0.00	$76.48
	06/01/2020	$51.06	$11.00	$15.50	$0.00	$77.56
	12/01/2020	$52.20	$11.00	$15.50	$0.00	$78.70
	06/01/2021	$53.29	$11.00	$15.50	$0.00	$79.79
	12/01/2021	$54.43	$11.00	$15.50	$0.00	$80.93

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) *MILLWRIGHTS LOCAL 1121 - Zone 2*	04/01/2018	$37.17	$9.90	$18.50	$0.00	$65.57
	10/01/2018	$38.02	$9.90	$18.50	$0.00	$66.42
	04/01/2019	$38.87	$9.90	$18.50	$0.00	$67.27

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MILLWRIGHT - Local 1121 Zone 2*

Effective Date - 04/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$20.44	$9.90	$5.31	$0.00	$35.65
2	65	$24.16	$9.90	$15.13	$0.00	$49.19
3	75	$27.88	$9.90	$16.10	$0.00	$53.88
4	85	$31.59	$9.90	$17.06	$0.00	$58.55

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER *LABORERS - ZONE 2*	06/01/2018	$33.50	$7.70	$14.02	$0.00	$55.22
	12/01/2018	$34.34	$7.70	$14.02	$0.00	$56.06
	06/01/2019	$35.21	$7.70	$14.02	$0.00	$56.93
	12/01/2019	$36.07	$7.70	$14.02	$0.00	$57.79
	06/01/2020	$36.96	$7.70	$14.02	$0.00	$58.68
	12/01/2020	$37.85	$7.70	$14.02	$0.00	$59.57
	06/01/2021	$38.77	$7.70	$14.02	$0.00	$60.49
	12/01/2021	$39.68	$7.70	$14.02	$0.00	$61.40

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$23.14	$11.00	$15.50	$0.00	$49.64
	12/01/2018	$23.71	$11.00	$15.50	$0.00	$50.21
	06/01/2019	$24.26	$11.00	$15.50	$0.00	$50.76
	12/01/2019	$24.83	$11.00	$15.50	$0.00	$51.33
	06/01/2020	$25.38	$11.00	$15.50	$0.00	$51.88
	12/01/2020	$25.95	$11.00	$15.50	$0.00	$52.45
	06/01/2021	$26.50	$11.00	$15.50	$0.00	$53.00
	12/01/2021	$27.08	$11.00	$15.50	$0.00	$53.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$27.40	$11.00	$15.50	$0.00	$53.90
	12/01/2018	$28.07	$11.00	$15.50	$0.00	$54.57
	06/01/2019	$28.72	$11.00	$15.50	$0.00	$55.22
	12/01/2019	$29.39	$11.00	$15.50	$0.00	$55.89
	06/01/2020	$30.04	$11.00	$15.50	$0.00	$56.54
	12/01/2020	$30.72	$11.00	$15.50	$0.00	$57.22
	06/01/2021	$31.36	$11.00	$15.50	$0.00	$57.86
	12/01/2021	$32.04	$11.00	$15.50	$0.00	$58.54

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$46.61	$11.00	$15.50	$0.00	$73.11
	12/01/2018	$47.75	$11.00	$15.50	$0.00	$74.25
	06/01/2019	$48.84	$11.00	$15.50	$0.00	$75.34
	12/01/2019	$49.98	$11.00	$15.50	$0.00	$76.48
	06/01/2020	$51.06	$11.00	$15.50	$0.00	$77.56
	12/01/2020	$52.20	$11.00	$15.50	$0.00	$78.70
	06/01/2021	$53.29	$11.00	$15.50	$0.00	$79.79
	12/01/2021	$54.43	$11.00	$15.50	$0.00	$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) *PAINTERS LOCAL 35 - ZONE 2*	07/01/2018	$50.01	$8.15	$20.15	$0.00	$78.31
	01/01/2019	$50.36	$8.15	$20.85	$0.00	$79.36
	07/01/2019	$51.46	$8.15	$20.85	$0.00	$80.46
	01/01/2020	$52.56	$8.15	$20.85	$0.00	$81.56
	07/01/2020	$53.66	$8.15	$20.85	$0.00	$82.66
	01/01/2021	$54.76	$8.15	$20.85	$0.00	$83.76

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.01	$8.15	$0.00	$0.00	$33.16
2	55	$27.51	$8.15	$5.34	$0.00	$41.00
3	60	$30.01	$8.15	$5.82	$0.00	$43.98
4	65	$32.51	$8.15	$6.31	$0.00	$46.97
5	70	$35.01	$8.15	$17.24	$0.00	$60.40
6	75	$37.51	$8.15	$17.73	$0.00	$63.39
7	80	$40.01	$8.15	$18.21	$0.00	$66.37
8	90	$45.01	$8.15	$19.18	$0.00	$72.34

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.18	$8.15	$0.00	$0.00	$33.33
2	55	$27.70	$8.15	$5.64	$0.00	$41.49
3	60	$30.22	$8.15	$6.15	$0.00	$44.52
4	65	$32.73	$8.15	$6.66	$0.00	$47.54
5	70	$35.25	$8.15	$17.78	$0.00	$61.18
6	75	$37.77	$8.15	$18.29	$0.00	$64.21
7	80	$40.29	$8.15	$18.80	$0.00	$67.24
8	90	$45.32	$8.15	$19.83	$0.00	$73.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2018	$40.91	$8.15	$20.15	$0.00	$69.21
* If 30% or more of surfaces to be painted are new construction,	01/01/2019	$41.26	$8.15	$20.85	$0.00	$70.26
NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*	07/01/2019	$42.36	$8.15	$20.85	$0.00	$71.36
	01/01/2020	$43.46	$8.15	$20.85	$0.00	$72.46
	07/01/2020	$44.56	$8.15	$20.85	$0.00	$73.56
	01/01/2021	$45.66	$8.15	$20.85	$0.00	$74.66

Apprentice - *PAINTER Local 35 Zone 2 - Spray/Sandblast - New*

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.46	$8.15	$0.00	$0.00	$28.61
2	55	$22.50	$8.15	$5.34	$0.00	$35.99
3	60	$24.55	$8.15	$5.82	$0.00	$38.52
4	65	$26.59	$8.15	$6.31	$0.00	$41.05
5	70	$28.64	$8.15	$17.24	$0.00	$54.03
6	75	$30.68	$8.15	$17.73	$0.00	$56.56
7	80	$32.73	$8.15	$18.21	$0.00	$59.09
8	90	$36.82	$8.15	$19.18	$0.00	$64.15

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.63	$8.15	$0.00	$0.00	$28.78
2	55	$22.69	$8.15	$5.64	$0.00	$36.48
3	60	$24.76	$8.15	$6.15	$0.00	$39.06
4	65	$26.82	$8.15	$6.66	$0.00	$41.63
5	70	$28.88	$8.15	$17.78	$0.00	$54.81
6	75	$30.95	$8.15	$18.29	$0.00	$57.39
7	80	$33.01	$8.15	$18.80	$0.00	$59.96
8	90	$37.13	$8.15	$19.83	$0.00	$65.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2018	$38.97	$8.15	$20.15	$0.00	$67.27
PAINTERS LOCAL 35 - ZONE 2	01/01/2019	$39.32	$8.15	$20.85	$0.00	$68.32
	07/01/2019	$40.42	$8.15	$20.85	$0.00	$69.42
	01/01/2020	$41.52	$8.15	$20.85	$0.00	$70.52
	07/01/2020	$42.62	$8.15	$20.85	$0.00	$71.62
	01/01/2021	$43.72	$8.15	$20.85	$0.00	$72.72

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint*

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.49	$8.15	$0.00	$0.00	$27.64
2	55	$21.43	$8.15	$5.34	$0.00	$34.92
3	60	$23.38	$8.15	$5.82	$0.00	$37.35
4	65	$25.33	$8.15	$6.31	$0.00	$39.79
5	70	$27.28	$8.15	$17.24	$0.00	$52.67
6	75	$29.23	$8.15	$17.73	$0.00	$55.11
7	80	$31.18	$8.15	$18.21	$0.00	$57.54
8	90	$35.07	$8.15	$19.18	$0.00	$62.40

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.66	$8.15	$0.00	$0.00	$27.81
2	55	$21.63	$8.15	$5.64	$0.00	$35.42
3	60	$23.59	$8.15	$6.15	$0.00	$37.89
4	65	$25.56	$8.15	$6.66	$0.00	$40.37
5	70	$27.52	$8.15	$17.78	$0.00	$53.45
6	75	$29.49	$8.15	$18.29	$0.00	$55.93
7	80	$31.46	$8.15	$18.80	$0.00	$58.41
8	90	$35.39	$8.15	$19.83	$0.00	$63.37

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS) *LABORERS - ZONE 2*	06/01/2018	$33.25	$7.70	$14.02	$0.00	$54.97
	12/01/2018	$34.09	$7.70	$14.02	$0.00	$55.81
	06/01/2019	$34.96	$7.70	$14.02	$0.00	$56.68
	12/01/2019	$35.82	$7.70	$14.02	$0.00	$57.54
	06/01/2020	$36.71	$7.70	$14.02	$0.00	$58.43
	12/01/2020	$37.60	$7.70	$14.02	$0.00	$59.32
	06/01/2021	$38.52	$7.70	$14.02	$0.00	$60.24
	12/01/2021	$39.43	$7.70	$14.02	$0.00	$61.15

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*	07/01/2018	$39.51	$8.15	$20.15	$0.00	$67.81
	01/01/2019	$39.86	$8.15	$20.85	$0.00	$68.86
	07/01/2019	$40.96	$8.15	$20.85	$0.00	$69.96
	01/01/2020	$42.06	$8.15	$20.85	$0.00	$71.06
	07/01/2020	$43.16	$8.15	$20.85	$0.00	$72.16
	01/01/2021	$44.25	$8.15	$20.85	$0.00	$73.25

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER - Local 35 Zone 2 - BRUSH NEW*

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.76	$8.15	$0.00	$0.00	$27.91
2	55	$21.73	$8.15	$5.34	$0.00	$35.22
3	60	$23.71	$8.15	$5.82	$0.00	$37.68
4	65	$25.68	$8.15	$6.31	$0.00	$40.14
5	70	$27.66	$8.15	$17.24	$0.00	$53.05
6	75	$29.63	$8.15	$17.73	$0.00	$55.51
7	80	$31.61	$8.15	$18.21	$0.00	$57.97
8	90	$35.56	$8.15	$19.18	$0.00	$62.89

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.93	$8.15	$0.00	$0.00	$28.08
2	55	$21.92	$8.15	$5.64	$0.00	$35.71
3	60	$23.92	$8.15	$6.15	$0.00	$38.22
4	65	$25.91	$8.15	$6.66	$0.00	$40.72
5	70	$27.90	$8.15	$17.78	$0.00	$53.83
6	75	$29.90	$8.15	$18.29	$0.00	$56.34
7	80	$31.89	$8.15	$18.80	$0.00	$58.84
8	90	$35.87	$8.15	$19.83	$0.00	$63.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	07/01/2018	$37.57	$8.15	$20.15	$0.00	$65.87
	01/01/2019	$37.92	$8.15	$20.85	$0.00	$66.92
	07/01/2019	$39.02	$8.15	$20.85	$0.00	$68.02
	01/01/2020	$40.12	$8.15	$20.85	$0.00	$69.12
	07/01/2020	$41.22	$8.15	$20.85	$0.00	$70.22
	01/01/2021	$42.32	$8.15	$20.85	$0.00	$71.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 Zone 2 - BRUSH REPAINT*

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.79	$8.15	$0.00	$0.00	$26.94
2	55	$20.66	$8.15	$5.34	$0.00	$34.15
3	60	$22.54	$8.15	$5.82	$0.00	$36.51
4	65	$24.42	$8.15	$6.31	$0.00	$38.88
5	70	$26.30	$8.15	$17.24	$0.00	$51.69
6	75	$28.18	$8.15	$17.73	$0.00	$54.06
7	80	$30.06	$8.15	$18.21	$0.00	$56.42
8	90	$33.81	$8.15	$19.18	$0.00	$61.14

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.96	$8.15	$0.00	$0.00	$27.11
2	55	$20.86	$8.15	$5.64	$0.00	$34.65
3	60	$22.75	$8.15	$6.15	$0.00	$37.05
4	65	$24.65	$8.15	$6.66	$0.00	$39.46
5	70	$26.54	$8.15	$17.78	$0.00	$52.47
6	75	$28.44	$8.15	$18.29	$0.00	$54.88
7	80	$30.34	$8.15	$18.80	$0.00	$57.29
8	90	$34.13	$8.15	$19.83	$0.00	$62.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2012	$30.28	$9.07	$8.00	$0.00	$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) *PILE DRIVER LOCAL 56 (ZONE 1)* For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2018	$46.57	$9.90	$21.15	$0.00	$77.62
	08/01/2019	$48.94	$9.90	$21.15	$0.00	$79.99
PILE DRIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2018	$46.57	$9.90	$21.15	$0.00	$77.62
	08/01/2019	$48.94	$9.90	$21.15	$0.00	$79.99

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PILE DRIVER - Local 56 Zone 1*

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.29	$9.90	$21.15	$0.00	$54.34
2	60	$27.94	$9.90	$21.15	$0.00	$58.99
3	70	$32.60	$9.90	$21.15	$0.00	$63.65
4	75	$34.93	$9.90	$21.15	$0.00	$65.98
5	80	$37.26	$9.90	$21.15	$0.00	$68.31
6	80	$37.26	$9.90	$21.15	$0.00	$68.31
7	90	$41.91	$9.90	$21.15	$0.00	$72.96
8	90	$41.91	$9.90	$21.15	$0.00	$72.96

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.47	$9.90	$21.15	$0.00	$55.52
2	60	$29.36	$9.90	$21.15	$0.00	$60.41
3	70	$34.26	$9.90	$21.15	$0.00	$65.31
4	75	$36.71	$9.90	$21.15	$0.00	$67.76
5	80	$39.15	$9.90	$21.15	$0.00	$70.20
6	80	$39.15	$9.90	$21.15	$0.00	$70.20
7	90	$44.05	$9.90	$21.15	$0.00	$75.10
8	90	$44.05	$9.90	$21.15	$0.00	$75.10

Notes:

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER *PIPEFITTERS LOCAL 537*	09/01/2017	$51.44	$9.95	$18.74	$0.00	$80.13
	09/01/2018	$52.94	$9.95	$18.74	$0.00	$81.63
	09/01/2019	$54.44	$9.95	$18.74	$0.00	$83.13
	09/01/2020	$55.94	$9.95	$18.74	$0.00	$84.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PIPEFITTER - Local 537*

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$20.58	$9.95	$7.75	$0.00	$38.28
2	45	$23.15	$9.95	$18.74	$0.00	$51.84
3	60	$30.86	$9.95	$18.74	$0.00	$59.55
4	70	$36.01	$9.95	$18.74	$0.00	$64.70
5	80	$41.15	$9.95	$18.74	$0.00	$69.84

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$21.18	$9.95	$7.75	$0.00	$38.88
2	45	$23.82	$9.95	$18.74	$0.00	$52.51
3	60	$31.76	$9.95	$18.74	$0.00	$60.45
4	70	$37.06	$9.95	$18.74	$0.00	$65.75
5	80	$42.35	$9.95	$18.74	$0.00	$71.04

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

PIPELAYER *LABORERS - ZONE 2*	06/01/2018	$33.50	$7.70	$14.02	$0.00	$55.22
	12/01/2018	$34.34	$7.70	$14.02	$0.00	$56.06
	06/01/2019	$35.21	$7.70	$14.02	$0.00	$56.93
	12/01/2019	$36.07	$7.70	$14.02	$0.00	$57.79
	06/01/2020	$36.96	$7.70	$14.02	$0.00	$58.68
	12/01/2020	$37.85	$7.70	$14.02	$0.00	$59.57
	06/01/2021	$38.77	$7.70	$14.02	$0.00	$60.49
	12/01/2021	$39.68	$7.70	$14.02	$0.00	$61.40

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS *PLUMBERS & GASFITTERS LOCAL 12*	03/01/2018	$54.69	$11.57	$15.76	$0.00	$82.02
	09/01/2018	$56.19	$11.57	$15.76	$0.00	$83.52
	03/01/2019	$57.69	$11.57	$15.76	$0.00	$85.02
	09/01/2019	$59.19	$11.57	$15.76	$0.00	$86.52
	03/01/2020	$60.69	$11.57	$15.76	$0.00	$88.02
	09/01/2020	$62.19	$11.57	$15.76	$0.00	$89.52
	03/01/2021	$63.69	$11.57	$15.76	$0.00	$91.02

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PLUMBER/GASFITTER - Local 12*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$19.14	$11.57	$5.72	$0.00	$36.43
2	40	$21.88	$11.57	$6.49	$0.00	$39.94
3	55	$30.08	$11.57	$8.81	$0.00	$50.46
4	65	$35.55	$11.57	$10.36	$0.00	$57.48
5	75	$41.02	$11.57	$11.90	$0.00	$64.49

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$19.67	$11.57	$5.72	$0.00	$36.96
2	40	$22.48	$11.57	$6.49	$0.00	$40.54
3	55	$30.90	$11.57	$8.82	$0.00	$51.29
4	65	$36.52	$11.57	$10.36	$0.00	$58.45
5	75	$42.14	$11.57	$11.90	$0.00	$65.61

Notes:
** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic$61.00, Step5 with lic$67.99

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) *PIPEFITTERS LOCAL 537*	09/01/2017	$51.44	$9.95	$18.74	$0.00	$80.13
	09/01/2018	$52.94	$9.95	$18.74	$0.00	$81.63
	09/01/2019	$54.44	$9.95	$18.74	$0.00	$83.13
	09/01/2020	$55.94	$9.95	$18.74	$0.00	$84.63

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR *LABORERS - ZONE 2*	06/01/2018	$33.50	$7.70	$14.02	$0.00	$55.22
	12/01/2018	$34.34	$7.70	$14.02	$0.00	$56.06
	06/01/2019	$35.21	$7.70	$14.02	$0.00	$56.93
	12/01/2019	$36.07	$7.70	$14.02	$0.00	$57.79
	06/01/2020	$36.96	$7.70	$14.02	$0.00	$58.68
	12/01/2020	$37.85	$7.70	$14.02	$0.00	$59.57
	06/01/2021	$38.77	$7.70	$14.02	$0.00	$60.49
	12/01/2021	$39.68	$7.70	$14.02	$0.00	$61.40

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER *LABORERS - ZONE 2*	06/01/2018	$34.25	$7.70	$14.02	$0.00	$55.97
	12/01/2018	$35.09	$7.70	$14.02	$0.00	$56.81
	06/01/2019	$35.96	$7.70	$14.02	$0.00	$57.68
	12/01/2019	$36.82	$7.70	$14.02	$0.00	$58.54
	06/01/2020	$37.71	$7.70	$14.02	$0.00	$59.43
	12/01/2020	$38.60	$7.70	$14.02	$0.00	$60.32
	06/01/2021	$39.52	$7.70	$14.02	$0.00	$61.24
	12/01/2021	$40.43	$7.70	$14.02	$0.00	$62.15

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$47.08	$11.00	$15.50	$0.00	$73.58
	12/01/2018	$48.23	$11.00	$15.50	$0.00	$74.73
	06/01/2019	$49.33	$11.00	$15.50	$0.00	$75.83
	12/01/2019	$50.48	$11.00	$15.50	$0.00	$76.98
	06/01/2020	$51.58	$11.00	$15.50	$0.00	$78.08
	12/01/2020	$52.73	$11.00	$15.50	$0.00	$79.23
	06/01/2021	$53.83	$11.00	$15.50	$0.00	$80.33
	12/01/2021	$54.98	$11.00	$15.50	$0.00	$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$47.08	$11.00	$15.50	$0.00	$73.58
	12/01/2018	$48.23	$11.00	$15.50	$0.00	$74.73
	06/01/2019	$49.33	$11.00	$15.50	$0.00	$75.83
	12/01/2019	$50.48	$11.00	$15.50	$0.00	$76.98
	06/01/2020	$51.58	$11.00	$15.50	$0.00	$78.08
	12/01/2020	$52.73	$11.00	$15.50	$0.00	$79.23
	06/01/2021	$53.83	$11.00	$15.50	$0.00	$80.33
	12/01/2021	$54.98	$11.00	$15.50	$0.00	$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$31.90	$11.00	$15.50	$0.00	$58.40
	12/01/2018	$32.68	$11.00	$15.50	$0.00	$59.18
	06/01/2019	$33.43	$11.00	$15.50	$0.00	$59.93
	12/01/2019	$34.22	$11.00	$15.50	$0.00	$60.72
	06/01/2020	$34.97	$11.00	$15.50	$0.00	$61.47
	12/01/2020	$35.75	$11.00	$15.50	$0.00	$62.25
	06/01/2021	$36.50	$11.00	$15.50	$0.00	$63.00
	12/01/2021	$37.29	$11.00	$15.50	$0.00	$63.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010)*TEAMSTERS LOCAL 25c*	07/01/2017	$28.18	$8.48	$9.72	$0.00	$46.38
READY-MIX CONCRETE DRIVER *TEAMSTERS LOCAL 25c*	07/01/2017	$29.48	$8.48	$9.72	$0.00	$47.68
RECLAIMERS *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$46.61	$11.00	$15.50	$0.00	$73.11
	12/01/2018	$47.75	$11.00	$15.50	$0.00	$74.25
	06/01/2019	$48.84	$11.00	$15.50	$0.00	$75.34
	12/01/2019	$49.98	$11.00	$15.50	$0.00	$76.48
	06/01/2020	$51.06	$11.00	$15.50	$0.00	$77.56
	12/01/2020	$52.20	$11.00	$15.50	$0.00	$78.70
	06/01/2021	$53.29	$11.00	$15.50	$0.00	$79.79
	12/01/2021	$54.43	$11.00	$15.50	$0.00	$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RIDE-ON MOTORIZED BUGGY OPERATOR	06/01/2018	$33.50	$7.70	$14.02	$0.00	$55.22
LABORERS - ZONE 2	12/01/2018	$34.34	$7.70	$14.02	$0.00	$56.06
	06/01/2019	$35.21	$7.70	$14.02	$0.00	$56.93
	12/01/2019	$36.07	$7.70	$14.02	$0.00	$57.79
	06/01/2020	$36.96	$7.70	$14.02	$0.00	$58.68
	12/01/2020	$37.85	$7.70	$14.02	$0.00	$59.57
	06/01/2021	$38.77	$7.70	$14.02	$0.00	$60.49
	12/01/2021	$39.68	$7.70	$14.02	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE	06/01/2018	$46.61	$11.00	$15.50	$0.00	$73.11
OPERATING ENGINEERS LOCAL 4	12/01/2018	$47.75	$11.00	$15.50	$0.00	$74.25
	06/01/2019	$48.84	$11.00	$15.50	$0.00	$75.34
	12/01/2019	$49.98	$11.00	$15.50	$0.00	$76.48
	06/01/2020	$51.06	$11.00	$15.50	$0.00	$77.56
	12/01/2020	$52.20	$11.00	$15.50	$0.00	$78.70
	06/01/2021	$53.29	$11.00	$15.50	$0.00	$79.79
	12/01/2021	$54.43	$11.00	$15.50	$0.00	$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)	08/01/2018	$42.36	$11.35	$15.90	$0.00	$69.61
ROOFERS LOCAL 33	02/01/2019	$43.51	$11.35	$15.90	$0.00	$70.76

Apprentice - *ROOFER - Local 33*

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.18	$11.35	$3.69	$0.00	$36.22
2	60	$25.42	$11.35	$15.90	$0.00	$52.67
3	65	$27.53	$11.35	$15.90	$0.00	$54.78
4	75	$31.77	$11.35	$15.90	$0.00	$59.02
5	85	$36.01	$11.35	$15.90	$0.00	$63.26

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.76	$11.35	$3.69	$0.00	$36.80
2	60	$26.11	$11.35	$15.90	$0.00	$53.36
3	65	$28.28	$11.35	$15.90	$0.00	$55.53
4	75	$32.63	$11.35	$15.90	$0.00	$59.88
5	85	$36.98	$11.35	$15.90	$0.00	$64.23

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive $1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE	08/01/2018	$42.61	$11.35	$15.90	$0.00	$69.86
ROOFERS LOCAL 33	02/01/2019	$43.76	$11.35	$15.90	$0.00	$71.01
For apprentice rates see "Apprentice- ROOFER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2018	$44.11	$12.20	$24.12	$2.41	$82.84

Apprentice - *SHEET METAL WORKER - Local 17-A*

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.64	$12.20	$5.61	$0.00	$35.45
2	40	$17.64	$12.20	$5.61	$0.00	$35.45
3	45	$19.85	$12.20	$10.85	$1.29	$44.19
4	45	$19.85	$12.20	$10.85	$1.29	$44.19
5	50	$22.06	$12.20	$11.80	$1.38	$47.44
6	50	$22.06	$12.20	$12.05	$1.39	$47.70
7	60	$26.47	$12.20	$13.70	$1.57	$53.94
8	65	$28.67	$12.20	$14.65	$1.67	$57.19
9	75	$33.08	$12.20	$16.56	$1.86	$63.70
10	85	$37.49	$12.20	$17.96	$2.03	$69.68

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR *PAINTERS LOCAL 35 - ZONE 2*	06/01/2013	$25.81	$7.07	$7.05	$0.00	$39.93

Apprentice - *SIGN ERECTOR - Local 35 Zone 2*

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$12.91	$7.07	$0.00	$0.00	$19.98
2	55	$14.20	$7.07	$2.45	$0.00	$23.72
3	60	$15.49	$7.07	$2.45	$0.00	$25.01
4	65	$16.78	$7.07	$2.45	$0.00	$26.30
5	70	$18.07	$7.07	$7.05	$0.00	$32.19
6	75	$19.36	$7.07	$7.05	$0.00	$33.48
7	80	$20.65	$7.07	$7.05	$0.00	$34.77
8	85	$21.94	$7.07	$7.05	$0.00	$36.06
9	90	$23.23	$7.07	$7.05	$0.00	$37.35

Notes:
Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.44	$10.91	$10.89	$0.00	$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.73	$10.91	$10.89	$0.00	$54.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	03/01/2018	$57.78	$9.12	$18.15	$0.00	$85.05
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	10/01/2018	$59.28	$9.12	$18.15	$0.00	$86.55
	01/01/2019	$59.28	$9.47	$18.35	$0.00	$87.10
	03/01/2019	$60.78	$9.47	$18.35	$0.00	$88.60
	10/01/2019	$62.28	$9.47	$18.35	$0.00	$90.10
	03/01/2020	$63.78	$9.47	$18.35	$0.00	$91.60
	10/01/2020	$65.28	$9.47	$18.35	$0.00	$93.10
	03/01/2021	$66.78	$9.47	$18.35	$0.00	$94.60

Apprentice - *SPRINKLER FITTER - Local 550 (Section A) Zone 1*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$20.22	$9.12	$8.90	$0.00	$38.24
2	40	$23.11	$9.12	$8.90	$0.00	$41.13
3	45	$26.00	$9.12	$8.90	$0.00	$44.02
4	50	$28.89	$9.12	$8.90	$0.00	$46.91
5	55	$31.78	$9.12	$8.90	$0.00	$49.80
6	60	$34.67	$9.12	$10.40	$0.00	$54.19
7	65	$37.56	$9.12	$10.40	$0.00	$57.08
8	70	$40.45	$9.12	$10.40	$0.00	$59.97
9	75	$43.34	$9.12	$10.40	$0.00	$62.86
10	80	$46.22	$9.12	$10.40	$0.00	$65.74

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$20.75	$9.12	$8.90	$0.00	$38.77
2	40	$23.71	$9.12	$8.90	$0.00	$41.73
3	45	$26.68	$9.12	$8.90	$0.00	$44.70
4	50	$29.64	$9.12	$8.90	$0.00	$47.66
5	55	$32.60	$9.12	$8.90	$0.00	$50.62
6	60	$35.57	$9.12	$10.40	$0.00	$55.09
7	65	$38.53	$9.12	$10.40	$0.00	$58.05
8	70	$41.50	$9.12	$10.40	$0.00	$61.02
9	75	$44.46	$9.12	$10.40	$0.00	$63.98
10	80	$47.42	$9.12	$10.40	$0.00	$66.94

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR	06/01/2018	$46.61	$11.00	$15.50	$0.00	$73.11
OPERATING ENGINEERS LOCAL 4	12/01/2018	$47.75	$11.00	$15.50	$0.00	$74.25
	06/01/2019	$48.84	$11.00	$15.50	$0.00	$75.34
	12/01/2019	$49.98	$11.00	$15.50	$0.00	$76.48
	06/01/2020	$51.06	$11.00	$15.50	$0.00	$77.56
	12/01/2020	$52.20	$11.00	$15.50	$0.00	$78.70
	06/01/2021	$53.29	$11.00	$15.50	$0.00	$79.79
	12/01/2021	$54.43	$11.00	$15.50	$0.00	$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	06/01/2018	$46.61	$11.00	$15.50	$0.00	$73.11
OPERATING ENGINEERS LOCAL 4	12/01/2018	$47.75	$11.00	$15.50	$0.00	$74.25
	06/01/2019	$48.84	$11.00	$15.50	$0.00	$75.34
	12/01/2019	$49.98	$11.00	$15.50	$0.00	$76.48
	06/01/2020	$51.06	$11.00	$15.50	$0.00	$77.56
	12/01/2020	$52.20	$11.00	$15.50	$0.00	$78.70
	06/01/2021	$53.29	$11.00	$15.50	$0.00	$79.79
	12/01/2021	$54.43	$11.00	$15.50	$0.00	$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN	03/01/2018	$37.61	$13.00	$15.93	$0.00	$66.54
ELECTRICIANS LOCAL 103	09/01/2018	$38.51	$13.00	$15.96	$0.00	$67.47
	03/01/2019	$39.40	$13.00	$15.98	$0.00	$68.38

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *TELECOMMUNICATION TECHNICIAN - Local 103*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$15.04	$13.00	$0.45	$0.00	$28.49
2	40	$15.04	$13.00	$0.45	$0.00	$28.49
3	45	$16.92	$13.00	$12.74	$0.00	$42.66
4	45	$16.92	$13.00	$12.74	$0.00	$42.66
5	50	$18.81	$13.00	$13.03	$0.00	$44.84
6	55	$20.69	$13.00	$13.32	$0.00	$47.01
7	60	$22.57	$13.00	$13.61	$0.00	$49.18
8	65	$24.45	$13.00	$13.90	$0.00	$51.35
9	70	$26.33	$13.00	$14.19	$0.00	$53.52
10	75	$28.21	$13.00	$14.48	$0.00	$55.69

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$15.40	$13.00	$0.46	$0.00	$28.86
2	40	$15.40	$13.00	$0.46	$0.00	$28.86
3	45	$17.33	$13.00	$12.75	$0.00	$43.08
4	45	$17.33	$13.00	$12.75	$0.00	$43.08
5	50	$19.26	$13.00	$13.05	$0.00	$45.31
6	55	$21.18	$13.00	$13.34	$0.00	$47.52
7	60	$23.11	$13.00	$13.62	$0.00	$49.73
8	65	$25.03	$13.00	$13.92	$0.00	$51.95
9	70	$26.96	$13.00	$14.21	$0.00	$54.17
10	75	$28.88	$13.00	$14.50	$0.00	$56.38

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	08/01/2018	$51.85	$10.75	$20.66	$0.00	$83.26
	02/01/2019	$52.49	$10.75	$20.66	$0.00	$83.90
	08/01/2019	$53.84	$10.75	$20.80	$0.00	$85.39
	02/01/2020	$54.48	$10.75	$20.80	$0.00	$86.03
	08/01/2020	$55.83	$10.75	$20.95	$0.00	$87.53
	02/01/2021	$56.47	$10.75	$20.95	$0.00	$88.17
	08/01/2021	$57.87	$10.75	$21.11	$0.00	$89.73
	02/01/2022	$58.46	$10.75	$21.11	$0.00	$90.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *TERRAZZO FINISHER - Local 3 Marble & Tile*

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.93	$10.75	$20.03	$0.00	$56.71
2	60	$31.11	$10.75	$20.03	$0.00	$61.89
3	70	$36.30	$10.75	$20.03	$0.00	$67.08
4	80	$41.48	$10.75	$20.03	$0.00	$72.26
5	90	$46.67	$10.75	$20.03	$0.00	$77.45

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.25	$10.75	$20.03	$0.00	$57.03
2	60	$31.49	$10.75	$20.03	$0.00	$62.27
3	70	$36.74	$10.75	$20.03	$0.00	$67.52
4	80	$41.99	$10.75	$20.03	$0.00	$72.77
5	90	$47.24	$10.75	$20.03	$0.00	$78.02

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$39.35	$7.70	$15.40	$0.00	$62.45
	12/01/2018	$40.30	$7.70	$15.40	$0.00	$63.40
	06/01/2019	$41.30	$7.70	$15.40	$0.00	$64.40
	12/01/2019	$42.30	$7.70	$15.40	$0.00	$65.40
	06/01/2020	$43.29	$7.70	$15.40	$0.00	$66.39
	12/01/2020	$44.27	$7.70	$15.40	$0.00	$67.37
	06/01/2021	$45.29	$7.70	$15.40	$0.00	$68.39
	12/01/2021	$46.30	$7.70	$15.40	$0.00	$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$38.07	$7.70	$15.40	$0.00	$61.17
	12/01/2018	$39.02	$7.70	$15.40	$0.00	$62.12
	06/01/2019	$40.02	$7.70	$15.40	$0.00	$63.12
	12/01/2019	$41.02	$7.70	$15.40	$0.00	$64.12
	06/01/2020	$42.01	$7.70	$15.40	$0.00	$65.11
	12/01/2020	$42.99	$7.70	$15.40	$0.00	$66.09
	06/01/2021	$44.01	$7.70	$15.40	$0.00	$67.11
	12/01/2021	$45.02	$7.70	$15.40	$0.00	$68.12

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$37.95	$7.70	$15.40	$0.00	$61.05
	12/01/2018	$38.90	$7.70	$15.40	$0.00	$62.00
	06/01/2019	$39.90	$7.70	$15.40	$0.00	$63.00
	12/01/2019	$40.90	$7.70	$15.40	$0.00	$64.00
	06/01/2020	$41.89	$7.70	$15.40	$0.00	$64.99
	12/01/2020	$42.87	$7.70	$15.40	$0.00	$65.97
	06/01/2021	$43.89	$7.70	$15.40	$0.00	$66.99
	12/01/2021	$44.90	$7.70	$15.40	$0.00	$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$46.61	$11.00	$15.50	$0.00	$73.11
	12/01/2018	$47.75	$11.00	$15.50	$0.00	$74.25
	06/01/2019	$48.84	$11.00	$15.50	$0.00	$75.34
	12/01/2019	$49.98	$11.00	$15.50	$0.00	$76.48
	06/01/2020	$51.06	$11.00	$15.50	$0.00	$77.56
	12/01/2020	$52.20	$11.00	$15.50	$0.00	$78.70
	06/01/2021	$53.29	$11.00	$15.50	$0.00	$79.79
	12/01/2021	$54.43	$11.00	$15.50	$0.00	$80.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$33.02	$10.91	$10.89	$0.00	$54.82
TUNNEL WORK - COMPRESSED AIR *LABORERS (COMPRESSED AIR)*	06/01/2018	$50.23	$7.70	$15.80	$0.00	$73.73
	12/01/2018	$51.18	$7.70	$15.80	$0.00	$74.68
	06/01/2019	$52.18	$7.70	$15.80	$0.00	$75.68
	12/01/2019	$53.18	$7.70	$15.80	$0.00	$76.68
	06/01/2020	$54.17	$7.70	$15.80	$0.00	$77.67
	12/01/2020	$55.15	$7.70	$15.80	$0.00	$78.65
	06/01/2021	$56.17	$7.70	$15.80	$0.00	$79.67
	12/01/2021	$57.18	$7.70	$15.80	$0.00	$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) *LABORERS (COMPRESSED AIR)*	06/01/2018	$52.23	$7.70	$15.80	$0.00	$75.73
	12/01/2018	$53.18	$7.70	$15.80	$0.00	$76.68
	06/01/2019	$54.18	$7.70	$15.80	$0.00	$77.68
	12/01/2019	$55.18	$7.70	$15.80	$0.00	$78.68
	06/01/2020	$56.17	$7.70	$15.80	$0.00	$79.67
	12/01/2020	$57.15	$7.70	$15.80	$0.00	$80.65
	06/01/2021	$58.17	$7.70	$15.80	$0.00	$81.67
	12/01/2021	$59.18	$7.70	$15.80	$0.00	$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR *LABORERS (FREE AIR TUNNEL)*	06/01/2018	$42.30	$7.70	$15.80	$0.00	$65.80
	12/01/2018	$43.25	$7.70	$15.80	$0.00	$66.75
	06/01/2019	$44.25	$7.70	$15.80	$0.00	$67.75
	12/01/2019	$45.25	$7.70	$15.80	$0.00	$68.75
	06/01/2020	$46.24	$7.70	$15.80	$0.00	$69.74
	12/01/2020	$47.22	$7.70	$15.80	$0.00	$70.72
	06/01/2021	$48.24	$7.70	$15.80	$0.00	$71.74
	12/01/2021	$49.25	$7.70	$15.80	$0.00	$72.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)*	06/01/2018	$44.30	$7.70	$15.80	$0.00	$67.80
	12/01/2018	$45.25	$7.70	$15.80	$0.00	$68.75
	06/01/2019	$46.25	$7.70	$15.80	$0.00	$69.75
	12/01/2019	$47.25	$7.70	$15.80	$0.00	$70.75
	06/01/2020	$48.24	$7.70	$15.80	$0.00	$71.74
	12/01/2020	$49.22	$7.70	$15.80	$0.00	$72.72
	06/01/2021	$50.24	$7.70	$15.80	$0.00	$73.74
	12/01/2021	$51.25	$7.70	$15.80	$0.00	$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.44	$10.91	$10.89	$0.00	$54.24
WAGON DRILL OPERATOR *LABORERS - ZONE 2*	06/01/2018	$33.50	$7.70	$14.02	$0.00	$55.22
	12/01/2018	$34.34	$7.70	$14.02	$0.00	$56.06
	06/01/2019	$35.21	$7.70	$14.02	$0.00	$56.93
	12/01/2019	$36.07	$7.70	$14.02	$0.00	$57.79
	06/01/2020	$36.96	$7.70	$14.02	$0.00	$58.68
	12/01/2020	$37.85	$7.70	$14.02	$0.00	$59.57
	06/01/2021	$38.77	$7.70	$14.02	$0.00	$60.49
	12/01/2021	$39.68	$7.70	$14.02	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR *OPERATING ENGINEERS LOCAL 4*	06/01/2018	$47.08	$11.00	$15.50	$0.00	$73.58
	12/01/2018	$48.23	$11.00	$15.50	$0.00	$74.73
	06/01/2019	$49.33	$11.00	$15.50	$0.00	$75.83
	12/01/2019	$50.48	$11.00	$15.50	$0.00	$76.98
	06/01/2020	$51.58	$11.00	$15.50	$0.00	$78.08
	12/01/2020	$52.73	$11.00	$15.50	$0.00	$79.23
	06/01/2021	$53.83	$11.00	$15.50	$0.00	$80.33
	12/01/2021	$54.98	$11.00	$15.50	$0.00	$81.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER *PLUMBERS & GASFITTERS LOCAL 12*	03/01/2018	$54.69	$11.57	$15.76	$0.00	$82.02
	09/01/2018	$56.19	$11.57	$15.76	$0.00	$83.52
	03/01/2019	$57.69	$11.57	$15.76	$0.00	$85.02
	09/01/2019	$59.19	$11.57	$15.76	$0.00	$86.52
	03/01/2020	$60.69	$11.57	$15.76	$0.00	$88.02
	09/01/2020	$62.19	$11.57	$15.76	$0.00	$89.52
	03/01/2021	$63.69	$11.57	$15.76	$0.00	$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/03/2017	$27.14	$7.75	$1.81	$0.00	$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/03/2017	$38.45	$7.75	$9.53	$0.00	$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/03/2017	$31.66	$7.75	$9.44	$0.00	$48.85
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	$24.88	$7.75	$1.75	$0.00	$34.38
EQUIPMENT OPERATOR (Class A CDL) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	$38.45	$7.75	$13.61	$0.00	$59.81
EQUIPMENT OPERATOR (Class B CDL) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	$33.92	$7.75	$10.21	$0.00	$51.88
GROUNDMAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	$24.88	$7.75	$1.75	$0.00	$34.38
GROUNDMAN -Inexperienced (<2000 Hrs.) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	$20.35	$7.75	$1.61	$0.00	$29.71
JOURNEYMAN LINEMAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/03/2017	$45.23	$7.75	$16.61	$0.00	$69.59

Apprentice - *LINEMAN (Outside Electrical) - East Local 104*

Effective Date - 09/03/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$27.14	$7.75	$3.31	$0.00	$38.20
2	65	$29.40	$7.75	$3.38	$0.00	$40.53
3	70	$31.66	$7.75	$3.45	$0.00	$42.86
4	75	$33.92	$7.75	$5.02	$0.00	$46.69
5	80	$36.18	$7.75	$5.09	$0.00	$49.02
6	85	$38.45	$7.75	$5.15	$0.00	$51.35
7	90	$40.71	$7.75	$7.22	$0.00	$55.68

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	02/05/2018	$29.98	$4.70	$3.15	$0.00	$37.83
	02/04/2019	$30.73	$4.70	$3.17	$0.00	$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	05/05/2018	$28.22	$4.70	$3.10	$0.00	$36.02
	02/04/2019	$28.93	$4.70	$3.14	$0.00	$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	02/05/2018	$28.22	$4.70	$3.10	$0.00	$36.02
	02/04/2019	$28.93	$4.70	$3.14	$0.00	$36.77
TREE TRIMMER *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.	01/31/2016	$18.51	$3.55	$0.00	$0.00	$22.06
TREE TRIMMER GROUNDMAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.	01/31/2016	$16.32	$3.55	$0.00	$0.00	$19.87

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.
*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

ATTACHMENT
FORM OF CONTRACT
(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Evergreen Well No. 3 in the Town of Natick

This Contract is made 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 of Natick," the "Town," or the "Owner"), and _____, a _____ organized under the laws of the Commonwealth of Massachusetts, 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, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to rehabilitation of Evergreen Well No. 3 in the Town of Natick, as set forth in the Request for Responses Related to Rehabilitation of Evergreen Well No. 3 in the Town of Natick, Massachusetts ("RFR"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Contractor shall exercise due care and diligence in the rendition 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.

3. Term

The Contractor shall commence work upon the issuance of a Notice to Proceed by the Town (estimated to be on or about October 20, 2018). The work will be complete sixty (60) days following the issuance of the Notice to Proceed. Should the work not complete within sixty (60) days following the issuance of the Notice to Proceed, the Contractor shall pay to the Town the sum of four hundred dollars and zero cents ($400.00) per day, as liquidated damages, and not as a penalty, until such time as the work is complete.

4. Incorporation of the Request for Responses (RFR)/Order of Priority of Contract Documents

The provisions of the RFR and the Contractor's Response are incorporated herein

by reference. 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
Third Priority:	Addenda to the RFR (if any)
Fourth Priority:	RFR
Fifth Priority:	Contractor's Response.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Response, 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 on this project 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 work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

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 Invitation for Responses, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services 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 of Natick,

Massachusetts 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

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. Any equipment shall be warrantied against manufacturing and design defect for a minimum of one (1) year after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

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, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 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. The Town of Natick and Haley & Ward, Inc., 63 Great Road, Maynard, MA 01754 (the Town's Engineer for the Project) shall be named as additional insureds on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

f. 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 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."

g. 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 of Natick 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.

h. The Contractor shall also be required to provide to the Town of Natick 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 of Natick and Haley & Ward, Inc. are named as additional insureds on each such policy.

i. 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.

j. 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.

k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

The Contractor shall compensate the Town of Natick 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 of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind 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 of Natick, 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

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 sites which are the subject of this Contract and with all conditions of the RFR 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

The Contractor shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

The Contractor shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick, and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, 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 Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled substances, 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 of Natick

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 of Natick 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 of Natick.

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, 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 the services for the Project.

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 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 of Natick 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 services 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

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:

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 services 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.

g. Prior to commencing services 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 Response 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 Response 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 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 of Natick 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 other agreement of any of 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.

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.)

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Evergreen Well No. 3 in the Town of Natick

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

_____
Amy K. Mistrot, Chairman

_____
Susan G. Salamoff, Vice Chairman

_____
Michael J. Hickey, Jr., Clerk

_____
Jonathan H. Freedman

_____
Richard P. Jennett, Jr.

Dated: _____

_____
by:

_____
Signature

_____
Printed Name

_____
Printed Title

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, 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 Services Related to Rehabilitation of
Evergreen Well No. 3 in the Town of Natick

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.)

ATTACHMENT
SPECIFICATIONS
(SEE ATTACHED DOCUMENT.)

SECTION 02674

GRAVEL PACKED WELL REHABILITATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide labor equipment and materials necessary to rehabilitate Evergreen Well #3 to eliminate sand entering the well as required by the Documents.
   1. The well was cleaned in February of 2017.
   2. In October 2017 the pump was removed for inspection and sand and gravel was found in the column pipe.
   3. Pump was again pulled this year and sand and gravel was again found in the column pipe.
   4. There has been no history of sand and gravel being pumped prior to this year.
   5. Well screen was tv'd this year revealing no issues.
   6. Pump, motor and column pipe will be removed by others prior to the development contractor mobilization to the site.
      a. Contractor to provide 5 business days notice to allow the pumping equipment to be removed.
   7. This project will involve a high rate well development in an attempt to move the sand and gravel through the formation around the well and gravel pack into well in an effort to stop the pumping of sand and gravel.
   8. Contractor to provide a means for collecting sand and gravel in the development discharge, possibly a large neutralizing tank.
   9. Contractor's development pump to pump a minimum of 1,000 gpm during redevelopment to achieve maximum velocity through the formation, gravel pack and screen.

B. In general, the work shall consist of but not necessarily be limited to the following in the order listed:
   1. Television inspection of the casing and well screen prior to development
   2. Furnish electrical power generator for Contractor's well development pump.
   3. Disinfection and steam cleaning of well cleaning equipment prior to entry into well.
   4. Redevelopment gravel pack and surrounding formation to stop sand and gravel from entering well
   5. Pump tests and associated report prior to and after redevelopment

1.2 GENERAL

A. All work shall be completed in accordance with applicable Federal, State and local codes. The Contractor shall be responsible for securing required permits.

1.3 QUALITY ASSURANCE

A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Use equipment adequate in size, capacity and numbers to accomplish the work of this Section in a timely manner.

C. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this Section.

1.4 COORDINATION

A. This well is a major water supply for Natick, for that reason the well cannot be taken offline no sooner than October 20, 2018.

B. Work shall be scheduled and coordinated with Owner's personnel to allow proper operation and shutdown of the well.

1. Minimizing the downtime of the well is of the uttermost importance. The Contractor shall take the necessary steps to ensure that his/her operation meets this requirement.

C. The RFR contract will contain a 60 day maximum completion period. Work shall proceed on a continuous basis until all work is complete.

D. It is anticipated that the contract award will be made at a Board of Selectmen's meeting on October 1, 2018. Contract signing to follow that.

1.5 EXISTING WELL DATA

A. Existing Well Data

1.	Year installed:	2002
2.	Type:	Replacement well – pitless adaptor
3.	Diameter:	24"
4.	Screen length:	15'
5.	Depth:	63' Below top of pitless adapter
6.	Static water level:	Approximately 18.5 ft
7.	Original specific capacity:	58.8 gpm/v.f. at 503 gpm:
8.	2010 Specific capacity:	50.7 gpm/v.f. at 808 gpm
9.	2011 Feb. Specific Capacity:	37.4 gpm/v.f. at 981 gpm: before cleaning
10.	2011 Feb. Specific Capacity:	137.3 gpm/v.f. at 1,270 gpm after cleaning
11.	2011 Nov. Specific Capacity:	115.63 gpm/v.f. at 821 gpm
12.	2012 May Specific Capacity:	67.52 gpm/v.f. at 925 gpm
13.	2013 Nov. Specific Capacity:	77.5 gpm/v.f. at 806 gpm
14.	2014 Nov. Specific Capacity:	48.5 gpm/v.f. at 950 gpm
15.	2015 Specific Capacity:	29.29 gpm/vf at 984 gpm
16.	2017 specific Capacity:	226 gpm/vf at 837 gpm after cleaning

PART 2 - MATERIALS - None

PART 3 - EXECUTION

3.1 GENERAL

A. Contractor shall deliver to the site all equipment and materials necessary to perform the work as specified.

B. The well redevelopment process will proceed in the following steps.
   1. Contractor to inspect well utilizing a close circuit camera system prior to well redevelopment.
   2. Insert nylon brushes and surge blocks and contractors pump into well to surge and pump well.
   3. Rate well prior to surging
   4. Surge and pump well to remove sand from entering well
   5. Rate well after sand is stopped from entering well
   6. Contractor to inspect well utilizing a close circuit camera system.
   7. Contractor to submit typed well redevelopment report.

3.2 SURGING AND PUMPING EQUIPMENT

A. A cable tool drilling machine or similar equipment shall be provided with a walking beam which provides a reciprocating surge action, set-up to provide a stroke length of 3-feet and frequency of approximately 35 strokes per minute. Other equipment providing the same performance will be accepted.

B. Surge line shall include a vertical turbine pump capable of discharging a minimum of 1,000 gpm with a water level of 35 feet below the ground.

C. Electrical power for well redevelopment pump-motor to be provided by the contractor through an engine driven generator.

D. Surging shall be accomplished through use of a surge block concentrator which allows isolation of individual sections of the well screen during development. Concentrator device shall be equipped with a check valve assembly at the bottom, and be constructed to withdraw water during wet surging from between the two bottom surge blocks. Surge blocks shall be fabricated for the casing and screen size, placed at 2.5-feet intervals.

E. Pump rate for final development and well testing shall be 1,000 gpm at a minimum.

F. Well shall be initially rated prior to redevelopment utilizing Contractor's redevelopment pump and after final redevelopment utilizing Contractor's pump.

3.3 FLOW RATING EQUIPMENT

A. An orifice shall be utilized to rate flow, using the sharp edge type.

3.4 EQUIPMENT DISINFECTION

A. Equipment disinfection barrel shall be 55 gallons in size.

B. All equipment shall be disinfected prior to being placed in well for well cleaning.

C. All equipment to be steamed cleaned at site prior to being placed into well.

3.5 DISCHARGE TANK

A. The purpose of this redevelopment is to eliminate the sand/gravel entering the well. Contractor to setup a system designed to catch sand and gravel in the discharge to confirm presence or non-presence of sand and gravel in discharge as the development is on-going.

B. If a tank is utilized the Contractor shall take precautions to prevent erosion of silt into the water wetlands and lake.

C. If s site visit is required to view the site, please make arrangements with the Town prior to submitting a quote.

D. If a discharge tank is utilized to collect sand and gravel, it shall be sized for this particular application. The contractor can discharge the water from the discharge tank to the 36" diameter galvanized drain pipe, which is located within75 feet of the well.

E. Contractor to provide hay bales and plastic where necessary to displace the discharge water to prevent washout of vegetation on the hill and prevent silt from entering wetlands and lake.

3.6 PUMP REMOVAL AND REPLACEMENT

A. The Owner has arrangements with another party to remove the pumping equipment prior to the work and reinstall it after the work is completed.

3.7 TELEVISION INSPECTION

A. The Contractor shall provide and operate a television camera specifically manufactured for the inspection of well screens along with a video recorder. The camera shall have the capability of providing a representative view of the vertical walls of the casing and well screen.

1. The camera shall be slowly lowered into the well, and the Contractor shall provide an audio description of the depth and observations. The camera shall be positioned at appropriate increments to provide a representative view of the casing and screen. A small pump may be required to clear the well during the TV inspection.
2. Well shall inspected twice, once prior to and once after the redevelopment.
3. Upon completion of the first well inspection, the Contractor shall notify the Owner of his/her.

4. The Contractor shall provide the Owner with a recording of the pre and post TV work, on a digital video disk (DVD) format.

3.8 PUMPING/SURGING WELLS

A. Contractor shall provide an hourly cost for dry/wet surging and pumping to waste.
   1. If the Engineer determines that additional surging and pumping will be beneficial then the contractor will increase the time over specified and will be compensated based on this item.
   2. If less time is required to redevelop the well and stop the sand and gravel from entering, the Contractor will only be compensated for the hours utilized.
   3. Contractor shall alternate pumping and dry surging on an hourly basis. Each hour the well shall be pumped for 10 minutes dry surged for 15 minutes, pumped for 10 minutes, dry surged for 15 minutes and pumped for 10 minutes.
      a. If adjustment in this frequency is recommended by the Contractor and accepted by the Owner, the same hourly rate will be utilized.

3.9 WELL PUMPING TEST DATA

A. Well pumping test shall be completed before and after the redevelopment for the purpose of determining the success of sand and gravel removal.
   1. Water shall be pumped at a minimum rate of 1,000 gpm, and discharge measured through an orifice.
   2. Flow versus drawdown measurement shall be taken at 10-minute intervals for a 1/2-hour period.
   3. Results of the measurements shall be recorded and a formal report submitted to the Owner.

3.10 WELL DISINFECTION

A. The well will be disinfected by others

3.11 REPORT

1. The Contractor shall provide a typewritten report upon completion of the work, indicating the following.
   a. Redevelopment methodology(s) utilized,
   b. Pumping to waste and surging times
   c. Pre and post well redevelopment test results

END OF SECTION

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
Mark Coviello, Special Projects Engineer

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: September 20, 2018

SUBJECT: **CONTRACT AWARD**
Appraisal Services – North Main Street – Route 27

On September 11, 2018, sealed proposals were received in response to the Town of Natick's RFP for appraisal services. Timely proposals were received from four (4) proposers. (See attached.)

The most advantageous proposal from a responsive and responsible proposer was submitted by Guidry & Platt Real Estate Analysts. It has submitted prices of $1,053.00 per property to appraise Route 27 properties with temporary easements only and of $1,328.00 per property to appraise Route 27 properties with temporary easements, permanent easements, and takings. The Town assumes 146 properties to fall into the temporary easement only category, while it assumes 48 properties to fall into the category of temporary easements, permanent easements, and takings. Thus, Guidry & Platt Real Estate Analysts submitted a price of $217,044.00 for this work, with the Town having the ability to alter the exact number of properties based upon actual need.

Mr. Coviello and I have vetted references satisfactorily. We recommend that the Selectmen award the contract to Guidry & Platt Real Estate Analysts for $1,053.00 per property to appraise Route 27 properties with temporary easements only and $1,328.00 per property to appraise Route 27 properties with temporary easements, permanent easements, and takings, with the assumptions outlined in the previous paragraph.

Please advise if you have any questions or require additional information.

Proposals Received:	09/11/18
Newspaper Advertisement: (MetroWest Daily News)	08/21/18
Website & Town Hall Postings:	08/16/18
Goods and Services Publication:	08/27/18
COMMBUYS	08/16/18

Funding information: 2018 Spring Annual TM, Article 25 - from $285,000.00 – Free Cash Account No. 00020595-520900.

BUILDING

PLANNING

ZONING

CONSERVATION

COMMUNITY AND ECONOMIC DEVELOPMENT

TO: Bryan LeBlanc
Procurement Director

FROM: James Errickson, Director
Community and Economic Development J.E.

RE: Real Estate Appraisal Consultant Services – North Main Street Award Recommendation

DATE: September 18, 2018

Based on our review of the proposals received we feel that the firm of Guidry & Platt Real Estate Analysts demonstrated a clear understanding of the project scope and schedule of deliverables. The completeness of their proposal reflects that they are able to perform in manner acceptable to the Town. Further, we fell that the overall quality and depth of their work experience on similar MassDOT projects would be highly advantageous to the Town.

cc: Bill Chenard
Mark Coviello
Files

13 East Central Street, Natick, MA 01760

phone: 508-647-6450 / fax: 508-647-6444
website: www.natickma.org

Town of Natick

RFP Opening Form

Proposals - Appraisal Services - Route 27 - North Main Street

Date & Time: September 11, 2018, 11:00 A.M. local time

Company Name	Envelopes Sealed & Marked		Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Proposer	Conflict of Interest Certificate	Signature of Proposer & Addenda	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Price
Colleen Valentine Boston MA	✓		✓	✓	✓	✓	✓	✓	✓	✓	$169,500.00
Welansky Mansfield MA	✓		✓	✓	✓ N/A	✓	✓	✓	✓	✓	$239,590.00
Gandy & Platt Groton MA	✓		✓	✓	not present	✓	✓	not with proposal	✓	✓	$217,044.00
Tyler Schiappacasse Boston MA	✓		✓	✓	✓	✓	✓	✓	✓	✓	$108,110.00

Signed this 11th day of September 2018

CPO Signature: 9/11/18

Witness Signature: 9/11/18

Town of Natick, Massachusetts
Contract for Real Estate Appraisal Consultant Services in the Town of Natick

This Contract is made this first day of October, 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," or "the Town") and Guidry and Platt Real Estate Analysts, with an address of Five Blackburn Drive, Second Floor, Gloucester, MA 01930 (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 for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide real estate appraisal consultant services, as set forth in the Request for Proposals for Real Estate Appraisal Consultant Services in the Town of Natick ("RFP"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition 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 year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. Time is of the essence in the performance of services rendered by the Contractor under this Contract. All work performed pursuant to this contract shall be completed within ninety (90) calendar days following the issuance of the Notice to Proceed. Notwithstanding the forgoing, the Town reserves the right to extend this time period to allow the appraisals of all parcels required to be appraised pursuant to the RFP.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal are incorporated herein by reference. 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
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Contractor's Proposal.

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 stated in the Contractor's Price Proposal. (See attached Price Proposal Form.)

This Contract is a fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project 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 work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

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 RFP, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services 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 of Natick, Massachusetts 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 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 Successful Proposer 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. 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. Professional Liability Insurance (Including Errors and Omissions) - $1,000,000 each occurrence and $2,000,000 aggregate limit. If written on a

claims made basis, the effective period shall extend for a term of six (6) years after the end 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 of Natick 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 of Natick 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 of Natick 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 of Natick 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 of Natick 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 of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind 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 of Natick, 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

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 sites which are the subject of this Contract and with all conditions of the RFP 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 of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, 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 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 of Natick 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 of Natick 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 are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building in the Town of Natick.

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, 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 the services for the Project.

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 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 therefore, the Town of Natick 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 services 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.

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: Douglas Guidry, MAI
Guidry and Platt Real Estate Analysts
Five Blackburn Drive, Second Floor
Gloucester, MA 01930.

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 services 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.

g. Prior to commencing services 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 Proposal 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 Proposal 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 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 agreement, 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 of Natick 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 other agreement of any of 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.

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 blank.)

Town of Natick, Massachusetts
Contract for Real Estate Appraisal Consultant Services in the Town of Natick

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

_____
Amy K. Mistrot, Chairman

_____
Susan G. Salamoff, Vice Chairman

_____
Michael J. Hickey, Jr., Clerk

_____
Jonathan H. Freedman

_____
Richard P. Jennett, Jr.

Dated: _____

Guidry and Platt Real Estate Analysts

by:

_____
Signature

_____
Printed Name

_____
Printed Title

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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.

_____ Dated: _____
Arti P. Mehta
Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

_____ Dated: _____
Karis L. North, Esq.

Town of Natick, Massachusetts
Contract for Real Estate Appraisal Consultant Services in the Town of Natick

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 here above shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

ATTACHMENT A
TOWN OF NATICK
PRICE PROPOSAL FORM
(To be submitted in Envelope B)

(2 pages)

The undersigned Proposer hereby submits a price proposal to provide real estate appraisal consultant services in the Town of Natick.

Printed Name of Proposer:

Guidry & Platt Real Estate Analysts

Address: 5 Blackburn Dr., 2nd flr

Gloucester, MA 01930

The PROPOSER hereby pledges to deliver the complete scope of services required for price shown below:

Item No.	Per Property Rate In Figures		Approximate Quantity of Properties to be Appraised	Total in Figures (Unit Price Times Total # Properties Appraised)
1	Properties with Temporary Easements Only. $1,050 Dollars and 00 Cents Per Property	x	146	= $ 153,300.00
2	Properties with a Combination of Temporary Easements, Permanents Easements and or Takings. $1,328 Dollars and 00 Cents Per Property	x	48	= $ 63,744.00

Total Price (Item #1 + Item #2) in Words: Two Hundred Seventeen Thousand Forty Four

Total Price (Item #1 + Item #2) in Numbers: $217,044.00

The PROPOSER acknowledges receipt of addenda nos. #1

Authorized Signature

Douglas Guidry., MAI

Printed Name

Partner

Printed Title

Sept. 6, 2018

Date

Full Legal Name Guidry & Platt Real Estate Analysts

Officers of Corporation and Addresses

N/A-not a corporation

State of Incorporation N/A

Principal Place of Business 5 Blackburn Dr., 2nd flr

Gloucester, MA 01930

Tel. (978) 281-7010

Qualified in Massachusetts Yes ☑ No

Principal Place of Business in MA see above

Tel.

Guidry & Platt Real Estate Analysts*

** Douglas Guidry is a MAI designated Member of the Appraisal Institute*

CALIFORNIA - CONNECTICUT - MAINE - MASSACHUSETTS - NEW HAMPSHIRE - NEW YORK
INDIANA-WEST VIRGINIA - VERMONT - RHODE ISLAND

1-866-331-0300

www.guidryplatt.com

Commercial Valuations - Feasibility Studies - Historical Site Evaluation - Portfolio Review - Right of Way Projects

September 6, 2018

Bryan Le Blanc
Procurement Officer
Town of Natick
75 West Street
Natick, MA 01760

Re: Request for Proposals for Real Estate Appraisal Consultant Services

Dear Mr. LeBlanc

Please accept this bid in response to your solicitation for appraisal and appraisal review services. Guidry & Platt is a partnership with a combined appraisal work experience of 76 years. The principals of the firm fully participate in all aspects of the appraisal process and perform all of the research and analysis.

We specialize in complex properties that present unique challenges in valuation. We have extensive experience and a national scope in a variety of property types and property interests. We have appraised for a wide variety of clients including various commercial lending institutions both on the East and West Coasts. We have appraised for numerous private and governmental agencies such as the MassDOT, Archdiocese of Boston, the National Park Service, the Army Corps of Engineers, the Department of Homeland Security, the U.S. Coast Guard, and the City of Boston.

We have extensive experience in your project type. I have included a table summarizing some of our more recent work similar to your project along with contact names, phone numbers, e-mail addresses and a brief summary of each project. I have also included letters of reference from communities where similar work has been performed

I affirm that I have read and am thoroughly familiar with all bidding and contract documents for this project.

I confirm that we can complete the appraisal and/or the review appraisal service within 90 calendar days of the contract award.

I verify that the appraiser(s) or review appraiser(s) assigned to this project are State certified and licensed real estate appraiser(s), and will produce reports that will specifically meet the Federal and State requirements, State DOT FHWA approved right-of-way or appraisal manual, and the definition of an appraisal in 49 CRF 24.2)a (3) for appraisal and review appraisal services.

SCOPE OF SERVICES

I affirm that there are no legal proceedings pending or concluded within the past five (5) years relating to the performance of services by our firm.

I acknowledge receipt pf Amendment #1 to the RFP.

We carry errors and omissions insurance, general liability insurance, and personal automobile insurance in amounts that should meet your requirements.

In the event that expert testimony is required as the appraiser or review appraiser, our rate is $150.00 per hour including pre-trial preparation, pre-trial meetings or consultations, and court appearance portal to portal.

Please see the Table of Contents on the following page for a list of attachments. In addition to the forms required by the RFP, I have included a scope of services, a calendar schedule, a table of references of similar projects, letters and emails of reference from towns where similar work has been performed, resumes of the two appraisers who will be involved, copy of declaration page for our Errors and Omissions insurance policy, copy of declaration pages for our General Liability insurance, and copies of our personal automobile insurance

Attachment E relates to corporations and is not applicable to our partnership. As a partnership with no employees, we are not required to carry workman's compensation insurance.

Thank you for this opportunity.

Very truly,

Douglas Guidry, MAI
Guidry & Platt Real Estate Analysts
5 Blackburn Dr. 2nd floor
Gloucester, MA 01930

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General Concepts

In the case of *fee takings*, the entire bundle of rights (100%) is acquired from the landowner.

Typically *permanent easements* acquire most of the bundle of rights The principle rights retained by the landowner are the ability to include the area of the easement in the calculation of lot dimensions for purposes of zoning such as minimum setbacks, minimum lot area, maximum building area, and minimum open space. We typically assume that any area in the permanent easement not in the street or sidewalk will be available to the landowner for landscaping. Other than those limited interests, most permanent easements take a large majority of the rights acquired by *fee takings*.

The standard method of appraising the value of a *fee or permanent easement* is to estimate the value of the property before the taking and the value after. The difference is the value of the taking. As a practical matter, however, a before-and-after analysis for many properties will not disclose any difference in value because of the small size of the taking. It is generally recognized, however, that a property owner cannot be expected to convey land or an interest in land without compensation. As an alternative to the before-and-after approach, we estimate the contributory value of the part of the whole property to be acquired and add to or subtract from that figure an allowance for any damages and/or special benefits. This approach is known as the *taking+ damages* method. It must be applied with some care since it is more prone to result in a duplication of damages. For that reason, we affirmatively address the issue of possible damages or special benefits.

The *temporary easements* are treated as equivalent to ground leases. In effect, they convey the rights of use and occupancy for a specific period of time. We use lot sales as the basis for valuing the underlying land. See Valuation Methods section below for a summary of the methodology.

Appraisal Research

The appraisal process includes notifying the owner by mail (with a return receipt), offering them the opportunity to accompany us on the inspection. On that date, we tape the outlines of the takings and photograph the tapings to illustrate their location and the areas included. We offer the landowner an opportunity to point out any features of the property that may affect value or be affected by the taking. We review property assessments and tax records. By and large we rely on the assessor's field cards and tax maps for characteristics of each property including building characteristics and use. For lot size we rely measurements cited in the deed or if not stated there, on recorded plans. We inspect the deed to determine if there are any unusual limitations on fee ownership that might affect market value. We conduct an investigation of economic conditions and trends in the real estate market to discover matters that influence the value of the subject properties. We conduct research to determine the existence of adverse conditions. The market information includes a review of applicable sales, rentals, ground leases, rates of capitalization, and discount rates as reported by local communities, local commercial real estate brokers, market participants, and data sources such as Costar, Loopnet, MLS Listing Service, Banker & Tradesman, and Reonomy. We interview representatives of the town government such as the

assessor's office, the building department, and the engineering department. We review the town's zoning bylaws specific to the zoning districts of the subject properties.

HIGHEST AND BEST USE

Each property is appraised to its highest and best use. We consider the highest and best use both before and after the taking. Unless there is the need, we do not conduct a detailed analysis. In most cases it is plainly evident that the improvements add value above the value of the land. If a more detailed analysis is required, it is performed. Vacant land is evaluated and valued based on current zoning, location, physical characteristics, and financial feasibility.

VALUATION METHODS

In valuing the *fee takings and permanent easements* where the taking is small and there are no severance damages or special benefits, we collect comparable land sales, verify their conditions of sale, and compare them to the subject property's lot, making appropriate market supported adjustments for differences of date of sale, lot size, location, and other characteristics that influence lot value. An appropriate price per square foot land value for the subject is estimated and applied to the area of the taking. If the taking is fee, 100% of the price per square foot value is used. If the taking is a permanent easement, a large percentage of the price per square foot is used depending on the actual rights being acquired. This percentage generally ranges from 85% to 95% but can vary depending of the nature of the easement.

In valuing the *temporary easements*, we use the same methods as above to estimate price per square foot. Since the rights are being acquired for a specific period, we estimate a rent rate per year by capitalizing the price per square foot at an appropriate rate of capitalization. Because the compensation to the landowner is paid out as a single lump sum at the beginning of the easement period, we discount the rent for each of the easement's years back to a present value using an appropriate rate of discount.

LARGER PARCEL

It is essential to a partial taking and to the application of the rules on severance damages and special benefits that the land acquired be part of a unitary holding commonly referred to as the larger parcel. Tests have been established to determine the larger parcel. First, there must be a unity of ownership in all parts of the whole. Second, there must be a unity of highest and best use for all parts of the whole. Each of the properties subject to damages/special benefits is addressed. We use sales comparable to the subject and perform an analysis to isolate the effect on the value of the remainder that results from the taking.

Severance Damages and Special Benefits

Compensation must be made not only for the property interest acquired, but also for the diminution or increase in the value of the remainder directly caused by the acquisition and/or by the use to which the part acquired will be put. Diminution in the value of the remainder is often referred to as severance damage. Increases in value are referred to as special benefits. When the remainder is specially benefited, the value of the remainder will reflect that fact, which will result in a lessening of the compensation paid to the landowner.

Experience has shown us that there are situations when *temporary easements* can have damaging effects (even in short term situations) on the value of a property. Instances of this occur on projects where staging areas are situated on large areas that effectively diminish or eliminate functioning portions of the parcel whether in parking lots, access points, or loading docks. In those instances a before and after valuation is necessary to measure not only the ground rent but also the loss in value.

Cost to Cure

When the cost to cure the effect of a taking on the remainder is less than the severance damage, compensation can be based on that amount. In typical strip takings these damages may include the loss of hedges, plantings, trees, fences, paved driveways, patios, and other landscape features. Where the condemning agency is not directly paying for restoration of these features, the costs to cure are estimated using cost manuals and surveys of landscaping contractors.

Reporting

Individual reports are generated for each of the properties affected by the project. Each report will fully address all of the elements summarized in this document. They will conform to the reporting requirements of the Uniform Standards of Professional Appraisal Practice, the Massachusetts Department of Transportation, the Federal Highway Administration, and the LPA Appraisal Function Job Aid.

Assistance and Services from the Town

As noted above, we interview representatives of the various departments of the town including the Building Department, Assessor's Department, Planning Department, and other agencies such as the Conservation Commission where information or clarification of by-laws or regulations is required. We make extensive use of the town's assessor's records, assessor's maps and GIS mapping.

It is our understanding that individual color coded sketches of the takings on each property will be provided to the contractor. We prefer to include a copy with our letter of notification to the property owner because it helps them to visualize the location, extent, and type of each taking. We also understand that copies of the current deeds for each property will be provided.

Also we have found it useful to have a town representative present during our property inspections when practicable. Land owners often have questions or concerns that are not pertinent to valuation and that we cannot answer accurately. It also gives the town the opportunity to interact face-to-face with property owners on site and address concerns at an early stage of the project.

REVIEWING

The purpose of appraisal review is to insure that the report conforms to the requirements of the Federal and State requirements, State DOT FHWA approved right-of-way or appraisal manual, the definition of an appraisal in 49 CRF 24.2)a (3) for appraisal and review appraisal services, the Uniform Standards of Professional Appraisal Practice, the Uniform Appraisal Standards for Federal Land Acquisition, the LPA Appraisal Function Job Aid, and the LPA Review Appraiser Checklist.

In addition, the reviewer verifies that the pertinent information regarding the subject property and the proposed takings is accurately reported. The report is examined for correct valuation methodology, logical consistency, and mathematical accuracy. Sale comparables must be adequately verified as arm's-length. Issues such as highest and best use, larger parcel, severance damage, and cost to cure must be addressed.

Comparables must have the same or similar highest and best use as the subject property. *A single set of comparable sales applied to all subject properties by ignoring highest and best use is not acceptable.* Comparable sales' physical characteristics must be accurately reported. Adjustments to the sales must be market supported. The valuation methodology used in valuing the takings must be well-reasoned and supported.

We do not regard the appraiser/reviewer relationship as adversarial. Almost all issues can be resolved in consultation in which the appraiser and the reviewer come to a mutual agreement as to how a problem can be solved. In the end, however, the reviewer gets the final call.

A review report for each appraisal is generated. A sample is included with our proposal. In addition, a two page Just Compensation Summary Report is also prepared.

WORK PLAN AND TIMELINE

We have estimated that there are 11 distinct highest and best uses among the subject properties including a shopping center, offices, downtown commercial, gas stations, fast food restaurants, larger multi-families, 2-4 unit multi-families, a cemetery, an auto dealership, churches, and single families Each category will require its own set of comparables.

In addition, based on our count we believe that some of the properties that you have counted as individual properties comprise a larger parcel and that the actual number of property reports will be closer to 186. As per your requirements, however, we have bid the work at 194.

		194 properties with at least 5% part of larger parcel ownerships- initial estimate 186 reports	
Reports Completed	% Project Completed	Work Flow Chart	
		Week One Send Out Inspection Letters	Begin October 1-5
		Week One Residential Sales Search	October 1-6
		Week Two Res 2-4 Family Sales Search	October 8-13
		Week Two Project Analysis	October 8-13
		Week Three Property Inspections	October 15-20
		Week Four Comp Data Sheets Commercial	October 22-27
23	12%	Week Four Write SFR reports 1-23	October 22-27
		Week Five Review Reports 1-23	October 29-Nov 3
46	25%	Week Five Write SFR reports 24-46	October 29-Nov 3
		Week Six Review Reports 24-46	Nov 5-10
69	37%	Week Six Write SFR Reports 47-69	Nov 5-10
		Week Seven Review Reports 47-69	Nov 12-17
92	49%	Week Seven Write SFR Reports 70-92	Nov 12-17
		Week Eight Review Reports 70-92	Nov 19-24
115	62%	Week Eight Write SFR Reports 93-115	Nov 19-24
		Week Nine Review Reports 93-115	Nov 26-Dec 1
139	75%	Week Nine Write SFR Reports 116-129 plus 10 2-4 Fam	Nov 26-Dec 1
		Week Ten Review Reports 116-139	Dec 3-8
155	83%	Week Ten Write (9) 2-4 Fam + (5) Multi-Fam + (2) Church	Dec 3-8
		Week Eleven Review Reports 2-4 Fam, Multi-Fam, Church	Dec 10-15
163	88%	Week Eleven Write Cemetary + Gas Station + Fast Food	Dec 10-15
		Week Twelve Review Reports Cemetary, Gas Station, FF	Dec 17-22
184	99%	Week Twelve Write Office & dwntwn comm Reports	Dec 17-22
		Week Thirteen Review Office & dwntwn comm Reports	Dec 26-29
186	100%	Week Thirteen Write shopping ctr & auto dealer	Dec 26-29
		Week Fourteen Review shopping cntr and auto dealer	Dec 31-Jan 5

CLIENT REFERENCE LIST

CLIENT REFERENCE LIST					
Recent Right of Way Projects-Guidry & Platt Real Estate Analysts					
Client	**Dates**	**Contact**	**Telephone**	**E-mail Address**	**Description**
Mass DOT (in Agawam)	May 2013	Bernard Baldassaro, Off. of Valuation Services, MassDOT	857-368-9206	bernard.baldassaro@state.ma.us	Appraisal of the before and after value of a commercial parcel at 232 Garden Street in Agawam for the Mass DOT
Town of Amesbury	September 2013	Robert Desmarais, Town Engineer	978-388-8116	ROB@amesburyma.gov	Appraisal of fee takings, and permanent/temporary easements on 59 residential and commercial properties as part of a Mass DOT improvement project on Rte. 150
City of Medway	April 2014	Dave Damico, Deputy Dir. DPW	508-533-3275	ddamico@townofmedway.org	Appraisal of fee takings, and permanent/temporary easements on 159 residential and commercial properties as part of a Mass DOT improvement project on Rte. 109.
City of Auburn	September 2014	Julie Jacobson, Town Manager	508-832-7720	jjacobson@town.auburn.ma.us>	Appraisal of fee takings, and permanent/temporary easements on 8 residential and commercial properties as part of a Mass DOT improvement project on West Street.
City of Hudson	October 2014	Michelle Ciccolo, Dir./Community Development	978-562-2989	mciccolo@townofhudson.org	Appraisal of a commercial site at 173 Washington Street and the easement rights in two adjoining lots, all owned by the town and being prepared for marketing to the private sector
Town of Billerica	December 2014	Kelley J. Conway, Town Engineer	978-671-1300	kconway@town.billerica.ma.us	Appraisal of permanent and temporary easements on 18 residential properties as part of a sewer line extension
O.R. Colan Associates (in Weymouth & Abington)	Mid-Late 2015	Steve Cleary, Project Manager	401-737-1661	scleary@orcolan.com	Appraisal of 58 commercial and residential properties as part of a 240-property Rte. 18 highway improvement project by MassDOT. We were sub-contracted by O.R. Colan, a national right-of-way management firm contracted by MassDOT.
Town of Tyngsborough	September 2015	Caryn DeCarteret, Administrator, Sewer Dept.	978-649-2300	cdecarteret@tyngsboroughma.gov	Appraisal of permanent and temporary easements on three commercial properties as part of a sewer extension project
Town of Billerica	February 2016	Kelley J. Conway, Town Engineer	978-671-1300	kconway@town.billerica.ma.us	Appraisal of permanent and temporary easements on two commercial properties as part of a sewer extension project
Town of Westford	January 2017	Jeremy Downs, P.E. Assistant Town Engineer	978-399-2721	jdowns@westfordma.gov	Appraisal review of 15 commercial and residential properties as part of a Mass DOT project on Route 40
City of Haverhill	March 2017	John Pettis, City Engineer	978-374-2335	Jpettis@cityofhaverhill.com	Appraisal review of 47 residential and commercial properties as part of a Mass DOT project on Route 97.
Mas DOT (in Chatham)	September 2017	Bernard Baldassaro, Off. of Valuation Services, MassDOT	857-368-9206	bernard.baldassaro@state.ma.us	Appraisal of fee takings, and permanent/temporary easements on 27 residential and commercial properties as part of a Mass DOT improvement project on Route 28.
Town of Westford	November 2017 (current)	Jeremy Downs, P.E. Assistant Town Engineer	978-399-2721	jdowns@westfordma.gov	Appraisal review of 27 commercial and residential properties as part of a Mass DOT project on Route 40
AECOM (Engineering Firm) & City of Boston Transportation Dept.	May-July 2018	Brian Vaillancourt, Mgr., Planning & Permitting AECOM	617-994-6255	brian.vaillancourt@aecom.com	Appraisals of small permanent and temporary easements on 13 properties in the Dorchester neighborhood of Boston primarily for sidewalk improvements. AECOM, the client, was under duress to complete the project in a very short time frame We accelerated our part and helped complete the project one week ahead of schedule.
Mass DOT (in Wareham)	March-August 2018	Bernard Baldassaro, Off. of Valuation Services, MassDOT	857-368-9206	bernard.baldassaro@state.ma.us	Appraisal of fee takings and permanent/temporary easements on 75 properties along Cranberry Highway for proposed highway improvements. Most were commercial uses. A proposed median strip required a consideration of severance damages for the loss of traffic access for 40 of the sites. Eleven of the 40 required a complete before-and-after valuation. The remaining 29 required a demonstration by paired sales analysis that there was no severance damage.

DOUGLAS GUIDRY, MAI

EMPLOYMENT

2001 - present Principal, Guidry & Platt Real Estate Analysts, Massachusetts and California
1992 - 2000 Manager, Commercial Division, First American Appraisal Services, Danvers, Ma
1988 - 1992 Assistant Manager, Commercial Division, Property Financial Appraisal Services
1986 - 1988 Field appraiser, Residential Division, Property Financial Appraisal Services
1985 - 1986 Real estate sales agent, Carlson Real Estate, Gloucester, Massachusetts
1983 - 1985 Real estate sales agent, Van Schaack and Company, Boulder, Colorado
1976 - 1983 Single family home developer, S & G Construction, Boulder, Colorado

EXPERIENCE

Field Experience

Has appraised a wide variety of property types in Massachusetts, New Hampshire, Rhode Island, Vermont, Maine, Indiana, and West Virginia. These include office buildings, apartments, industrial buildings, industrial land, residential subdivisions, self-storage facilities, restaurants, easements for sewerage and gas line rights-of-way, conservation land, car washes, automotive service centers, gas stations, cold-storage facilities, hotels, marinas, water-front industrial properties, food processing plants, R&D facilities, mixed-use properties, small multi-families, single family homes, and retail centers.

Court Experience

Accepted as an expert witness in Essex Superior Court in 1991. Has testified in condemnation hearings. Given depositions as expert witness in lawsuits.

Condemnation Experience

Appraised both full fee and partial fee easement takings for the City of Gloucester as part of a sewer line extension project. Appraised partial fee easement takings for Portland Natural Gas Transmission System and Maritimes and Northeast as part of a gas line construction project in northeastern Massachusetts.

CLIENTELE

Bank Clients

Sits on the approved panels of most of the major commercial banks, including

- Bank of America
- Citizens Bank
- Banknorth
- Eastern Bank
- Danvers Savings Bank

Approved by numerous smaller lenders, including Westminster Development Bank, First Bank of New England, Century Bank and Trust, Charlestown Cooperative, Somerset Savings, Reading Cooperative, and Salem Five.

Douglas Guidry, MAI Continued

Private Clients
Performs consultations and valuations for the Beverly Hospital and the Anna Jaques Hospital. Appraises for Sullivan Tires, a regional tire sales chain. Has performed appraisals and/or consultations for LePage's; Portland Natural Gas; Foxboro Company; Baril & Smith, CPAs; Attorneys Janet Fierman and Tom Evans. Consults with property owners regarding real estate tax abatements.

Public Sector Clients
Appraises for a number of public-sector clients including the FDIC, the RTC, the General Services Administration, the Massachusetts Department of Fish and Wildlife, the Massachusetts Housing Partnership, the US Department of Housing and Urban Development, the Army Corps of Engineers, the National Park Service, the City of Gloucester, and the Town of Hudson.

National Clients
Performs consultations and valuations for such national firms as Deloitte and Touche, Labor Union Life Assurance, Trammel-Crow, Price-Waterhouse, Banc One, Sanwa Bank, and First American Tax Consultants.

CERTIFICATIONS/DESIGNATION
Member of the Appraisal Institute (MAI)
Massachusetts General Certification #784
Maine General Certification #1277 (inactive)
New Hampshire General Certification #168 (inactive)
Rhode Island General Certification #A00616G (inactive)
West Virginia General Certification #03-034 (temporary permit)
Indiana General Certification #3123 (temporary permit)
Connecticut General Certification #RTG0001651 (temporary permit)
California General Certification #AGO41274 (inactive)

ROBERT R. PLATT

Engaged in general real estate appraisal practice, with offices in New England and California.

EMPLOYMENT
Forty-three years appraising real estate in California, one year in the Northern Virginia/ Washington D.C. metropolitan area, two years reviewing real estate appraisals on properties located nationwide, and twenty years in Massachusetts. A total of forty-six years overall.
2001-Present Principal, Guidry & Platt Real Estate Analysts, California and Massachusetts
1992-2000 Owner, Platt Appraisal Company, Riverside, California
1989-1991 National Chief Appraiser, Loan America Financial Corp., Miami, Florida
1976-1989 Senior Appraiser, Platt Real Estate Appraisal Corp., California and Washington
1974-1976 Associate Appraiser, Albert L. Johnson MAI, San Bernardino, California
1973-1974 Staff Appraiser, Republic Real Estate Appraisal Corp., McLean, Virginia
1972-1973 Appraiser, Byron L. Hastings MAI, Riverside, California
1971-1972 Assistant Appraiser, Appraisal Research Associates, Riverside, California

Since 1971, conducting real estate appraisals, real estate consulting, reviewing appraisals, performing investment analysis and market data research, dealing with nearly all types of properties; these include, for example, industrial plants, aeronautical easements around Naval Air Force Stations, valuations of surplus Air Force Bases, and condemnation appraisal for various public agencies; in thirteen states: Arizona, California, Florida, Illinois, Maryland, Massachusetts, Nevada, New Hampshire, New York, Rhode Island, Virginia, Washington, West Virginia, and Washington, D.C..

As the owner and Senior Appraiser of Platt Real Estate Appraisal Corporation, operating three offices in Seattle, Washington; and Riverside and San Diego, California. As a Corporate Vice President and Chief Appraiser with Loan America Financial Corp. (a subsidiary of Citizen Federal Savings), creating policies, procedures, and guidelines for a national staff of appraisers located in Miami, Washington, D.C., Chicago, San Francisco, and Los Angeles.
Starting in June 1976, practicing privately in California as a commercial appraiser and financial consultant for loan portfolio trades, due diligence examinations in bank mergers, as well as authoring guidelines for appraisal review. Currently, Principal Partner, Guidry & Platt Real Estate Analysts, now specializing in large and/or complex properties on a national scope.

COURT EXPERIENCE
I have appeared as a witness on real property values in the Superior Courts of Riverside County, California and in Federal Bankruptcy Courts.

GENERAL EDUCATION
California State Polytechnic University, majoring in the field of Real Estate & Financial Analysis.

Robert R. Platt Continued

CERTIFICATIONS
Certified General Appraiser - California License #AGOO7901
- Massachusetts License #4727
- West Virginia License #03-033 (temporary permit)
- Indiana License #3121 (temporary permit)
- Nevada License #0011171 (latest temporary permit)

PARTIAL LIST OF CLIENTS
FULL FEE TAKE PROJECTS
Seven separate park sites for the Park Authority of Fairfax County, Virginia
A three mile street widening plus corners for the City of Riverside, California
A lakefront site for the Town of Wakefield, Massachusetts
Gatehouse and Locks in Lowell, Massachusetts, for the US Department of the Interior
Historic trolley line in Lowell, Massachusetts, for the National Park Service
Whitewater river sites along the Gauley and Meadow Rivers in West Virginia for the NPS
US Steel water treatment facility in Portage, Indiana for the National Park Service

PARTIAL EASEMENT ACQUISITION PROJECTS
A 150 mile twenty-five foot wide AT&T easement for fiber optic cable
A 10 mile one hundred foot wide stretch of the Washington, D.C., underground Metro
Aeronautical easements around North Island NAS, San Diego, California for Dept. of Navy
Aeronautical easements around El Toro NAS, Irvine, California for Dept. of Navy
Aeronautical easements around Santa Ana NAS, Santa Ana, California for Dept. of Navy
Glide Path easement at March AFB, Riverside, California for US Army Corp. of Engineers
Utility easements in Corona, California for Stewart Title Insurance Company
Utility easements in Palm Desert, California for TICOR Title Insurance Company
Underground Gas Pipeline in Haverhill and Methuen, Massachusetts for Portland (PNGTS)
Underground Gas Pipeline in Dracut, Massachusetts for Maritimes & Northeast Pipeline
An island off Boston, Massachusetts for the National Park Service

FINANCIAL AND CORPORATE CLIENTS
Heller Financial, Chicago, Illinois
Legg Mason Dorman & Wilson, White Plains, New York
Ateugi Kokusai Kanko (USA), Inc., Tokyo, Japan
Deloitte & Touche, New York, New York
GE Capitol Mortgage, Wilton, Connecticut
South County Bank, Irvine, California
SCE Federal Credit Union, Irwindale, California
Alaska Federal Credit Union, Anchorage, Alaska
Farmer's Insurance Group Federal Credit Union, Los Angeles, California
Meriwest Credit Union, San Jose, California
LA Federal Credit Union, Glendale, California
In the course of forty-six years of experience, appraising such urban properties as office buildings, industrial manufacturing properties, historical mill buildings, retail stores and malls, car wash facilities, gas stations, day care centers and private schools, multi-family complexes, golf courses, hotels, restaurants, fitness centers, mobile home parks, retirement resorts, hospitals, and land for development. Rural appraisal assignments have included mineral rights, cold storage facilities, ag- processing plants, dry farm and irrigated farm land, graze land, both citrus and avocado groves, and vineyards and wineries.

Department of Public Works – Engineering Division
Town Hall, 365 Boston Road, Billerica, Massachusetts 01821
PH: (978) 671-0955 FAX: (978) 671-0958

Abdul Alkhatib, Director
Kelley Conway P.E., Town Engineer

April 23, 2015

Re: Guidry & Platt Real Estate Analysts
Letter of Reference

To Whom it may Concern:

The Town of Billerica retained the service of Guidry & Platt Real Estate Analysts last November to appraise fair market value for private property on which easements will be acquired for a sewer extension project. The scope of the work included appraisal of 15 (fifteen) properties on which temporary easements, permanent easements or a combination thereof will be acquired by the Town for construction of the sewer extension.

Guidry & Platt performed the work and delivered the report in a professional and timely manner. We have yet to complete a detailed review of the report that was submitted, but would be happy to answer any questions you may have regarding our experience with this company.

If you have any questions, please do not hesitate to contact myself or Heather Chew from my office at (978) 671-1300.

Sincerely,

Kelley Conway

Kelley J. Conway, P.E.
Town Engineer

TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

Entrusted To Manage The Public Infrastructure

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

April 15, 2015

Re: Guidry & Platt Real Estate Analysts

To whom it may concern:

The Town of Medway has used the services of Guidry & Platt Real Estate Analysts for appraisals in connection with the Route 109 Reconstruction Project. The purpose of the appraisals was for takings as part of highway improvements. The dates of valuation were May 2014 and April 2015. Total fees are $46,900 (2014) and $47,000 (2015. There were a total of 159 takings on 105 properties.

The work by Guidry & Platt has been timely, thoughtful, and well performed. Mr. Guidry and Mr. Platt are professional, very knowledgeable, and helpful. They also have provide the flexible scheduling often needed when dealing with the general public.

The Town of Medway has been very satisfied and recommends the services of Guidry & Platt Real Estate Analysts.

Please feel free to contact me if you require any additional information.

Sincerely yours,

David D'Amico
DPS Deputy Director

Town of Hudson
Department of Community Development

78 Main Street, Hudson, MA 01749
Tel: (978) 562-2989 Fax: (978) 568-9641
kshea@townofhudson.org

April 23, 2015

Douglas Guidry, MAI
Guidry & Platt Real Estate Analysts
5 Blackburn Dr., 2nd FL
Gloucester, MA 01930

RE: Letter of Reference

To whom it may concern:

In September 2014, Guidry & Platt Real Estate Analysts was contracted to appraise three adjoining, municipally-owned parcels in the Town of Hudson, MA. The endeavor was extremely complex, due to the inherent nature of the parcels and complex issues surrounding them.

It is extremely hard to put into words the complexity of this project, which is a testament to Guidry & Platt for even considering our Letter of Solicitation, never mind replying to it. A MassDOT Certified Appraiser was needed, as several ROW takings were done as part of the State Route 85 highway expansion. A former hazmat site, the parcels were remediated by the Town, but portions of one parcel would be subject to an Activities & Use Limitation (AUL) area, which restricted some future uses. Two parcels were part of a former MBTA rail corridor, since conveyed to the Town, but now subject to certain deed restrictions. Two parcels were also subject to a drainage easement, as a large 10,000+SF infiltration basin onsite carried the runoff for not only the future development of the site, but the state highway runoff, as well.

Needless to say, Bob Platt and Doug Guidry did a **lot** of due diligence. They met with the Town for a lengthy briefing in order to fully understand the issues with each individual parcel and the parcels as combined as a whole. They solicited extensive further data from the Town, in addition to doing the routine site walk. Many questions were asked and exchanges had, as Bob and Doug worked through the intricate pieces to this puzzle.

Coming in at $10,000, the entire appraisal process was conducted with extreme professionalism and courtesy. This important appraisal was used to set not only the minimum bid price of the main parcel, but also the fixed-fee price for the two former MBTA parcels, as deed restrictions allow the sale of easements only for appraised value.

We thank Guidry & Platt Real Estate Analysts for all of their hard work and recommend them highly.

Sincerely,

Kerin Shea

Kerin Shea
Community & Economic Development Assistant

Dept. of Public Works

Highway, TPC/Tree/Park/Cemetery, Water, Sewer, Engineering, Refuse/Recycling & Snow/Ice Divisions

Robert L. Desmarais, P.E., Director
Department of Public Works
City of Amesbury
39 South Hunt Road
Amesbury, MA 01913

April 14, 2015

To Whom It May Concern,

Guidry & Platt Real Estate Analysts has performed real estate appraisals for the City of Amesbury in past. The purpose of the appraisals was for takings as part of MADOT highway improvements on State Route 150. Six properties were affected by fee takings, three by permanent easements, and 69 by temporary easements. The appraisal fee was $34,000. The dates of the work were August-September 2013.

Guidry & Platt were given only a short time to perform the work and they finished within the necessary deadline. They communicated with me effectively throughout the process and I would recommend them for future work. Please feel free to contact me with any questions you may have.

Sincerely,

Robert Desmarais, P.E.

Doug Guidry

From:	Vaillancourt, Brian <brian.vaillancourt@aecom.com>
Sent:	Tuesday, September 04, 2018 11:40 AM
To:	Katharine L. Klein; 'Richard Golder' (rgolder@mmoglaw.com); 'jfish11@msn.com'; Robert Platt (platt_gprea@comcast.net) (platt_gprea@comcast.net); Doug Guidry; Ryan, Melissa; Hayhurst, Raymond T.
Cc:	Rubino, Nicholas; Doyle, Jay; DePaola, Frank A.; Allwarden, Joseph
Subject:	FW: Blue Hill Avenue/Warren - Traffic Signals and Communications TIP Project
Attachments:	20180904104344750.pdf

Melissa, Katie, Dick, Doug, Jim and Bob,

Please see the kind words and kudos that Jim Gillooly, Deputy Commissioner, BTD passed along regarding our recently completed ROW work on the just advertised Blue Hill Ave/Warren St. project. Your individual efforts and hard work are truly appreciated and recognized by Jim and I as you overcame numerous challenges along the way to complete the project in a timely manner. In a rarity, the project was advertised a week earlier than originally scheduled as the ROW process was complete and there were no outstanding issues.

Regards and thanks again,

Brian

PS – we are also working with the City to expedite invoice payment as well.

Brian Vaillancourt, AICP
Manager, Planning & Permitting Dept.
New England Transportation
M +1-617-851-3657
O +1-617-994-6256
brian.vaillancourt@aecom.com

AECOM
1 Federal St., 9th Fl.
Boston, MA 02110, USA
T +1-617-542-4244
aecom.com

From: James Gillooly [mailto:james.gillooly@boston.gov]
Sent: Tuesday, September 04, 2018 11:05 AM
To: Vaillancourt, Brian; Ryan, Melissa; Greg Lucas; Patrick Hoey; Tracy Litthcut; Thomas Kadzis; James Fitzgerald; Don Burgess; John DeBenedictis; Wilson Aleman; Alfredo Vilar; Carla Tankle; Tracey Ganlatsos; Vineet Gupta
Cc: Gina Flandaca; Chris Osgood; Omar Khoshafa
Subject: Blue Hill Avenue/Warren - Traffic Signals and Communications TIP Project

Great News:

The TIP Project named Blue Hill Avenue/Warren St was advertised for construction on Saturday, September 1, 2018. See copy of ad attached.

The fact that this project made it out the door successfully before the end of Federal Fiscal Year 2018 (September 30) is a tribute to hard work done by many. The funds were secured by the City of Boston's MPO representatives and built on old earmarks secured through the work of BTD Planning; the design was completed through the talented efforts of BTD Engineering and the BETA Group despite delays and policy changes introduced by MassDOT during the design process; and finally, the ROW was secured through the great efforts of AECOM, the City Law Department and BTD's own ROW agents.

The project has an advertisement construction value of $2.9 Million. With Police Details and MassDOT Overhead costs added in, the project has a total construction value of $3.55 Million, all covered by Federal and State dollars. Additionally, 80% of the design costs were covered by Federal dollars.

Thank you all for bringing it home !!

Jim Gillooly
Deputy Commissioner
Boston Transportation Department
Ph: 617-635-3843 Fax: 617-635-3530

TOWN OF NATICK

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Proposal 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.

Guidry & Platt Real Esate Analysts
Name of Proposer

Douglas Guidry, MAI
Address of Proposer

5 Blackburn Dr. 2nd floor

Gloucester, MA 01930

Telephone Number (978) 281-7010

By: _____
(Signature)

Douglas Guidry
Printed Name

Partner
Printed Title

September 6, 2018
Date

TOWN OF NATICK

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C,§49A, I certify under the penalties of perjury that the Proposer 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.

Guidry & Platt Real Estate Analysts
Name of Proposer

Douglas Guidry, MAI
Address of Proposer

5 Blackburn Dr. 2nd floor

Gloucseter, MA 01930
Telephone Number (978) 281-7010

By: (Signature)

Douglas Guidry
Printed Name

Partner
Printed Title

September 6, 2018
Date

TOWN OF NATICK

ATTACHMENT D
CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

1. The Proposer 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 RFP.

2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, 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 Proposer.

3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP 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 Proposer.

4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.

5. The Proposer understands that the Proposer 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.

Name of Proposer
Guidry & Platt REal Estate Analysts

Address of Proposer
5 Blackburn Dr. 2nd floor

Gloucester, MA 01930

Telephone Number (978) 281-7010

By: (Signature)
Douglas Guidry
Printed Name
Partner
Printed Title
September 6, 2018
Date

TOWN OF NATICK

ATTACHMENT F

CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer 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 Proposer 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 Proposals.

Name of Proposer

Guidry & Platt Real Estate Anslysts

Address of Proposer

5 Blackburn Dr. 2nd floor

Gloucester, MA 01930

Telephone Number (978) 281-7010

By:

(Signature)

Douglas Guidry

Printed Name

Partner

Printed Title

September 6, 2018

Date

TOWN OF NATICK

ATTACHMENT G
CERTIFICATE OF NON-DEBARMENT

The Proposer 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 Proposer shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer

Guidry & Platt Real Estate Analysts

Address of Proposer

5 Blackburn Dr. 2nd floor

Gloucester, MA 01930

Telephone Number (978) 281-7010

By: _____

(Signature)

Douglas Guidry

Printed Name

Partner

Printed Title

September 6, 2018

Date

48
97
AR
SBM

This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock insurance company of The Hartford Insurance Group shown below.

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155

COMPANY CODE: A

THE HARTFORD

Policy Number: 72 SBM AR9748 SC

SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address:
(No., Street, Town, State, Zip Code)

GUIDRY & PLATT REAL ESTATE
ANALYSTS
5 BLACKBURN DR FL 2
GLOUCESTER MA 01930

Policy Period: **From** 03/10/18 **To** 03/10/19 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: LIA ADMINISTRATORS & INS SERVICES
Code: 255332

Previous Policy Number: 72 SBM AR9748

Named Insured is: PARTNERSHIP

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: $525 MP

Countersigned by Susan L. Castaneda
Authorized Representative

12/27/17
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 72 SBM AR9748

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

5 BLACKBURN DR FL 2
GLOUCESTER MA 01930

Description of Business:
Real Estate Appraiser

Deductible: NO COVERAGE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
	NO COVERAGE
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	NO COVERAGE
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	NO COVERAGE
OUTSIDE THE PREMISES	NO COVERAGE

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 72 SBM AR9748

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	$ 10,000
PERSONAL AND ADVERTISING INJURY	$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	$1,000,000
AGGREGATE LIMITS PRODUCTS-COMPLETED OPERATIONS	$2,000,000
GENERAL AGGREGATE	$2,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	$ 10,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	$ 10,000
RETROACTIVE DATE: 03102016	

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

BUSINESS LIABILITY OPTIONAL
COVERAGES

CYBERFLEX COVERAGE
FORM SS 40 26

UNMANNED AIRCRAFT LIABILITY
FORM: SS 42 06

LIA Administrators & Insurance Services

ASPEN

APPRAISAL AND VALUATION PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS

ASPEN AMERICAN INSURANCE COMPANY
(A stock insurance company herein called the "Company")
175 Capitol Blvd. Suite 100
Rocky Hill, CT 06067

Date Issued	Policy Number	Previous Policy Number
03/09/2018	AAI005946-03	AAI005946-02

THIS IS A **CLAIMS** MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. PLEASE READ THE POLICY CAREFULLY.

Item

1. Customer ID: 150346
   Named **Insured:**
   GUIDRY & PLATT REAL ESTATE ANALYSTS
   5 Blackburn Dr., 2nd Floor
   Gloucester, MA 01930

2. **Policy Period:** From: 03/21/2018 To: 03/21/2019
   12:01 A.M. Standard Time at the address stated in 1 above.

3. **Deductible:** $1,000 Each **Claim**

4. **Retroactive Date:** 03/21/2001

5. **Inception Date:** 03/21/2016

6. **Limits of Liability:** **A.** $1,000,000 Each Claim
   B. $2,000,000 Aggregate

7. Mail all notices, including notice of **Claim**, to:
   LIA Administrators & Insurance Services
   1600 Anacapa Street
   Santa Barbara, California 93101
   (800) 334-0652; Fax: (805) 962-0652

8. **Annual Premium:** $1,664.00

9. **Forms attached at issue:** **LIA002 (12/14) LIA MA (03/15) LIA012 (12/14) LIA013 (10/14) LIA018 (10/14) LIA021 (10/14) LIA025A (11/14)**

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

03/09/2018
Date

By _____
Authorized Signature
Aspen American Insurance Company

LIA-001 (12/14)

Appraisal and Valuation
Professional Liability Insurance Policy

ASPEN

Named Insured: GUIDRY & PLATT REAL ESTATE ANALYSTS

Policy Number: AAI005946-03
Effective Date: 03/21/2018
Customer ID: 150346

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED APPRAISERS ENDORSEMENT

In consideration of the premium charged, it is agreed that Section **IV. DEFINITIONS (I) "Insured"** is amended to include:

"Insured" means:

The persons identified below, but only while acting on behalf of the Named **Insured:**

Name	Coverage Effective Date	Principal/Owner, Appraiser or Trainee
James D. Guidry	03/21/2018	Principal/Owner
Robert Platt	03/21/2018	Principal/Owner

All other terms, conditions, and exclusions of this Policy remain unchanged.

Appraisal and Valuation
Professional Liability Insurance Policy

ASPEN

Named Insured: GUIDRY & PLATT REAL ESTATE ANALYSTS

Policy Number: AAI005946-03
Effective Date: 03/21/2018
Customer ID: 150346

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL APPRAISAL ENDORSEMENT

In consideration of the premium charged, it is agreed that the **Insureds** identified below have been approved by the Company to perform **Professional Services** involving **Commercial Property.**

Insured	Effective Date of Approval
James D. Guidry	03/21/2018
Robert Platt	03/21/2018

Exclusion (N) remains unchanged and effective, however, unless the **Insured** identified is approved for **Professional Services** involving undeveloped or vacant land whose proposed use is for multiple unit single-family housing developments, condominium developments, co-operative housing developments or apartment developments consisting of 10 units or more.

All other terms, conditions, and exclusions of this Policy remain unchanged.

Gmail

Bryan Leblanc <bleblanc@natickma.org>

FW: question about umbrella liability, customer ID# 150346

2 messages

Doug Guidry <doug@guidryplatt.com> Tue, Sep 11, 2018 at 4:24 PM
To: Bryan Leblanc <bleblanc@natickma.org>

Bryan:

Here is the email from our insurance company.

Doug

From: Dana Damico [mailto:Dana@liability.com]
Sent: Tuesday, September 11, 2018 3:51 PM
To: Doug Guidry
Subject: RE: question about umbrella liability, customer ID# 150346

Hi Doug,

To recap our conversation, we can amend your General Liability policy in the following ways to attempt to meet your potential clients insurance requirements:

1) On the limits of liability: we can increase to $2,000,000 each occurrence /$4,000,000 aggregate if needed.

2) We can add Hired/Non-Owned Auto Endorsement in the amount of $1,000,000. Since the Named Insured on the policy is your company, yours and your partner's personal vehicles would be then be considered "Non-Owned" vehicles.

3) We can add an Umbrella policy over the General Liability and Auto Endorsement in increments of $1,000,000 if increasing the base limits of the policy (as noted above) is not sufficient.

Please let me know if you require any clarification or need anything else.

Sincerely,

Dana Damico

To: "Bill Chenard," <chenard@natickma.org>, Mark Coviello <mcoviello@natickma.org>, James Errickson <jerrickson@natickma.org>

[Quoted text hidden]

--

Bryan Le Blanc
Procurement Officer
Town of Natick
75 West Street
Natick, MA 01760
bleblanc@natickma.org
(508)-647-6438

Gmail

Bryan Leblanc <bleblanc@natickma.org>

FW: question about umbrella liability, customer ID# 150346

1 message

Doug Guidry <doug@guidryplatt.com> Tue, Sep 11, 2018 at 4:24 PM
To: Bryan Leblanc <bleblanc@natickma.org>

Bryan:

Here is the email from our insurance company.

Doug

From: Dana Damico [mailto:Dana@liability.com]
Sent: Tuesday, September 11, 2018 3:51 PM
To: Doug Guidry
Subject: RE: question about umbrella liability, customer ID# 150346

Hi Doug,

To recap our conversation, we can amend your General Liability policy in the following ways to attempt to meet your potential clients insurance requirements:

1) On the limits of liability: we can increase to $2,000,000 each occurrence /$4,000,000 aggregate if needed.

2) We can add Hired/Non-Owned Auto Endorsement in the amount of $1,000,000. Since the Named Insured on the policy is your company, yours and your partner's personal vehicles would be then be considered "Non-Owned" vehicles.

3) We can add an Umbrella policy over the General Liability and Auto Endorsement in increments of $1,000,000 if increasing the base limits of the policy (as noted above) is not sufficient.

Please let me know if you require any clarification or need anything else.

Sincerely,

Dana Damico

Gmail

Bryan Leblanc <bleblanc@natickma.org>

FW: question about umbrella liability, customer ID# 150346

1 message

Doug Guidry <doug@guidryplatt.com> Tue, Sep 11, 2018 at 4:24 PM
To: Bryan Leblanc <bleblanc@natickma.org>

Bryan:

Here is the email from our insurance company.

Doug

From: Dana Damico [mailto:Dana@liability.com]
Sent: Tuesday, September 11, 2018 3:51 PM
To: Doug Guidry
Subject: RE: question about umbrella liability, customer ID# 150346

Hi Doug,

To recap our conversation, we can amend your General Liability policy in the following ways to attempt to meet your potential clients insurance requirements:

1) On the limits of liability: we can increase to $2,000,000 each occurrence /$4,000,000 aggregate if needed.

2) We can add Hired/Non-Owned Auto Endorsement in the amount of $1,000,000. Since the Named Insured on the policy is your company, yours and your partner's personal vehicles would be then be considered "Non-Owned" vehicles.

3) We can add an Umbrella policy over the General Liability and Auto Endorsement in increments of $1,000,000 if increasing the base limits of the policy (as noted above) is not sufficient.

Please let me know if you require any clarification or need anything else.

Sincerely,

Dana Damico

Gmail

Bryan Leblanc <bleblanc@natickma.org>

insurance

1 message

Doug Guidry <doug@guidryplatt.com> Tue, Sep 11, 2018 at 4:22 PM
To: Bryan Leblanc <bleblanc@natickma.org>

Bryan:

I have attached copies of our E&O insurance and general liability insurance declarations.

I have asked my insurance company to send me a letter to the effect that I will be able to obtain either an increase on my current general liability insurance limits to $2,000,000/$4.000,000 or if this is not acceptable that I can obtain a umbrella liability policy in the amounts you require.

Currently Mr. Platt and I have our own personal auto liability policies. We have no company owned vehicles and hence no business auto liability policy. My insurance company says that they can add a hired auto rider to my general liability policy that will cover auto liability up to $1,000,000.

The Town of Natick can be added to our general liability policy as an additional insured but not to our E&O. Not sure that any insurance company would.

We are a two man partnership. We do not have any employees and are not required to carry workman's comp insurance.

I'm not sure about your final comment regarding "legal proceedings against the Town." Are you asking me to state that my firm has not been involved in any legal proceedings against Natick in the last five years?

As soon as I receive an email from my insurance company I will forward to you.

If awarded the contract, I will purchase and provide the general liability or umbrella liability in the amounts you require. I will have you named as an additional insured on our general liability policy and provide proof of an auto rider.

I hope this adequately addresses your concerns. If not. Let me know.

Douglas Guidry, MAI

Guidry & Platt Real Estate Analysts

LIA Administrators & Insurance Services

ASPEN

APPRAISAL AND VALUATION PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS

ASPEN AMERICAN INSURANCE COMPANY
(A stock insurance company herein called the "Company")
175 Capitol Blvd. Suite 100
Rocky Hill, CT 06067

Date Issued	Policy Number	Previous Policy Number
03/09/2018	AAI005946-03	AAI005946-02

THIS IS A **CLAIMS** MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. PLEASE READ THE POLICY CAREFULLY.

Item

1. Customer ID: 150346
   Named **Insured:**
   GUIDRY & PLATT REAL ESTATE ANALYSTS
   5 Blackburn Dr., 2nd Floor
   Gloucester, MA 01930

2. **Policy Period:** From: 03/21/2018 To: 03/21/2019
   12:01 A.M. Standard Time at the address stated in 1 above.

3. **Deductible:** $1,000 Each **Claim**

4. **Retroactive Date:** 03/21/2001

5. **Inception Date:** 03/21/2016

6. **Limits of Liability:** **A.** $1,000,000 Each Claim
   B. $2,000,000 Aggregate

7. Mail all notices, including notice of **Claim**, to:
   LIA Administrators & Insurance Services
   1600 Anacapa Street
   Santa Barbara, California 93101
   (800) 334-0652; Fax: (805) 962-0652

8. **Annual Premium:** $1,664.00

9. **Forms attached at issue:** **LIA002 (12/14) LIA MA (03/15) LIA012 (12/14) LIA013 (10/14) LIA018 (10/14) LIA021 (10/14) LIA025A (11/14)**

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

03/09/2018
Date

By _____
Authorized Signature
Aspen American Insurance Company

LIA-001 (12/14)

Appraisal and Valuation
Professional Liability Insurance Policy

ASPEN

Named Insured: GUIDRY & PLATT REAL ESTATE ANALYSTS

Policy Number: AAI005946-03
Effective Date: 03/21/2018
Customer ID: 150346

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL APPRAISAL ENDORSEMENT

In consideration of the premium charged, it is agreed that the **Insureds** identified below have been approved by the Company to perform **Professional Services** involving **Commercial Property.**

Insured	Effective Date of Approval
James D. Guidry	03/21/2018
Robert Platt	03/21/2018

Exclusion (N) remains unchanged and effective, however, unless the **Insured** identified is approved for **Professional Services** involving undeveloped or vacant land whose proposed use is for multiple unit single-family housing developments, condominium developments, co-operative housing developments or apartment developments consisting of 10 units or more.

All other terms, conditions, and exclusions of this Policy remain unchanged.

48
97
AR
SBM

This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock insurance company of The Hartford Insurance Group shown below.

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A

THE HARTFORD

Policy Number: 72 SBM AR9748 SC

SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address:
(No., Street, Town, State, Zip Code)

GUIDRY & PLATT REAL ESTATE ANALYSTS
5 BLACKBURN DR FL 2
GLOUCESTER MA 01930

Policy Period: **From** 03/10/18 **To** 03/10/19 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: LIA ADMINISTRATORS & INS SERVICES
Code: 255332

Previous Policy Number: 72 SBM AR9748

Named Insured is: PARTNERSHIP

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: $525 MP

Susan L. Castaneda
Countersigned by Authorized Representative

12/27/17
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 72 SBM AR9748

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	$ 10,000
PERSONAL AND ADVERTISING INJURY	$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	$1,000,000
AGGREGATE LIMITS PRODUCTS-COMPLETED OPERATIONS	$2,000,000
GENERAL AGGREGATE	$2,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	$ 10,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	$ 10,000

RETROACTIVE DATE: 03102016

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

BUSINESS LIABILITY OPTIONAL
COVERAGES

CYBERFLEX COVERAGE
FORM SS 40 26

UNMANNED AIRCRAFT LIABILITY
FORM: SS 42 06

Town of Natick
Natick, Massachusetts

REQUEST FOR PROPOSALS

FOR

REAL ESTATE APPRAISAL CONSULTANT SERVICES

August 27, 2018

PROPOSALS DUE:

September 11, 2018, 11:00 A.M. LOCAL TIME
Late Proposals Will Be Rejected

DELIVER COMPLETED PROPOSALS TO:

Town of Natick
c/o Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438

NOTICE TO PROPOSERS

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed proposals for real estate appraisal consultant services in the Town of Natick. The Request for Proposals ("RFP") may be obtained from the electronically from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, at bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on August 27, 2018. Ten (10) copies of each sealed Proposal, contained in separately sealed envelopes marked, respectively, "RFP: Real Estate Appraisal Consultant Services – Price Proposal" and "RFP: Real Estate Appraisal Consultant Services – Non-Price Proposal" will be received until **11:00 A.M. local time, September 11, 2018,** at the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760. Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope. All Proposals shall comply with the RFP issued by the Town of Natick, including, without limitation, Section 1, Instructions to Proposers, and Proposal Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Proposals in the best interest of the Town. Any Proposal submitted will be binding for sixty (60) days subsequent to the deadline date for receipt of sealed Proposals. Award of a contract shall be subject to appropriation and shall be subject to vote by the Natick Board of Selectmen.

I. INTRODUCTION

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed proposals for real estate appraisal consultant services in the Town of Natick. For a full description of such services, please refer to Section III (A) of the Request for Proposals ("RFP").

The Request for Proposals ("RFP") may be obtained from the electronically from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, at bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on August 27, 2018.

No Pre-Proposal Conference will be held.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) on September 4, 2018. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

Ten (10) copies of each sealed Proposal, as described above, contained in separately sealed envelopes marked, respectively, "RFP: Real Estate Appraisal Consultant Services – Price Proposal" and "RFP: Real Estate Appraisal Consultant Services – Non-Price Proposal" will be received until **11:00 A.M. local time, September 11, 2018,** at this address:

Procurement Office
Natick Public Works
75 West Street
Natick, MA 01760.

Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope.

Each Proposer's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No Proposals received after the date and time specified in the previous paragraph shall be accepted. No faxed Proposals shall be accepted. Conditional Proposals will not be accepted.

Please refrain from using staples, if this is at all possible.

Each Proposal shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for sixty (60) days subsequent to the time of the opening of Proposals.

The Town **will not** reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFP and is familiar with terms of this RFP and all provisions of the contract included with this RFP. Upon finding any omissions or discrepancy in this RFP, each Proposer shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Proposer to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

By submission of a Proposal, the Proposer agrees that if its Proposal is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFP. By submission of a Proposal, the Proposer further indicates acceptance of all terms and conditions of this RFP.

Changes, modifications or withdrawal of Proposals shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR REAL ESTATE APPRAISAL CONSULTANT SERVICES – PRICE PROPOSAL" or "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR REAL ESTATE APPRAISAL CONSULTANT SERVICES - NON-PRICE PROPOSAL." No corrections, modifications, or withdrawal of Proposals shall be permitted after the deadline for receipt of Proposals.

For further information, please refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

II. PRE-PROPOSAL CONFERENCE/QUESTIONS

No Pre-Proposal Conference will be held.

Questions concerning this RFP or its conditions may be addressed to:

Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time) on September 4, 2018. Questions may also be submitted to the Procurement Officer's attention at the following email address: bleblanc@natickma.org. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Proposers.

III. BACKGROUND

A. Description of Work

The Town of Natick desires to enter into a contract with a consultant firm to provide General Appraisal and Review Appraisal services for the Right of Way acquisition necessary for the reconstruction of approximately 2.2 miles of North Main Street (Route 27) from downtown Natick northerly to the Wayland town line.

The reconstruction of North Main Street is a public project partially or wholly funded with Massachusetts Department of Transportation (MassDOT) and Federal monies, and as such the appraisals shall comply with both MassDOT and Federal requirements.

The selected firm will be required to assign a Certified Licensed General Appraiser and a Certified General Review Appraiser to determine the amount of just compensation a property owner will be paid by the Town of Natick in connection with fee based land acquisitions, easement acquisitions, leases, license agreements, and other real estate transactions for the purpose of obtaining a secure Right of Way that will allow for the reconstruction of North Main Street. The format and content of the completed general appraisal reports and review appraisal reports shall comply with the requirements of 49 CFR Part 24, and be in conformance with MassDOT and the Federal Highway Administration (FHWA) appraisal manual. Upon completion, the general appraisals and review appraisals will be reviewed by MassDOT for consistency with Federal funding requirements.

The attached Local Public Agency (LPA) Appraisal Function Job Aid details the responsibilities of the appraiser and review appraiser. The six page LPA Appraisal Function Job Aid and the review appraisal check list shall be made part of the general appraisal report and review appraisal documents.
The attached North Main Street (Route 27) Preliminary Right-of -Way plan set is provided for your review. The plans detail the construction impacts to the abutting properties along North Main Street. Included within this plan set you will find a Parcel Summary Table that lists all the properties impacted by the reconstruction of North Main Street and lists the types of land acquisition (temporary easements, permanent easements, and land takings) necessary at each property to construct this project.

Appraisals and Review Appraisals (included all supporting documentation) will be required for each privately owned property (State and Town owned lands excluded) as shown on the Parcel Summary Sheets of the North Main Street (Route 27) Preliminary Right of Way plan set. State and Town owned parcels will not require appraisals as these acquisition will be done at no cost.

There are a total of approximately196 separate privately owned properties that require appraisals of which there are approximately 146 properties that will require just a temporary construction easement, and approximately 50 properties that require some combination of a temporary construction easement, permanent easement and or land taking.

The valuation of all temporary construction easements shall be based on a 4 (four) year term.

Pursuant to this RFP, the Successful Proposer shall provide all labor and materials for real estate appraisals of approximately 196 properties in the Town of Natick. As shown on the "Price Proposal Form" that is enclosed herewith as Attachment A, the Proposer shall provide a separate unit price (Per Property Rate) for those properties that require just temporary construction easements of which there are approximately 146 properties, and a separate unit price (Per Property Rate) for those properties that require some combination of a temporary construction easements, permanent easements and or land takings of which there are approximately 50 properties.

The Town is seeking per property rates within each of the above categories (#1 those properties needing temporary construction easements only and #2 those properties needing some combination of permanent, temporary and or land taking). For the purposes of award and price proposal evaluation, the price of each proposer shall be: the sum of 1: (the proposed per property rate for those properties needing temporary construction easements only times said estimated 146 properties as outlined above) and 2: (the proposed per property rate for those properties needing some combination of temporary easements, permanent easements and/or land takings times said estimated 50 properties as outlined above). The Successful Proposer, under any contract with the Town awarded pursuant to this RFP, shall only be compensated for properties actually appraised.

The Successful Proposer shall complete all work as directed by the Town within ninety (90) calendar days following the issuance to proceed. The Town reserves the right to amend this schedule as permitted by law to allow the appraisal of all properties needed to be appraised.

The Successful Proposer shall have a minimum of ten (10) years of experience in providing real estate appraisal consultant services.

B. Successful Proposer's Personnel

The Successful Proposer shall be responsible for any training of his/her/its personnel. The Successful Proposer's personnel shall be adequately trained by the Successful Proposer, shall be experienced in the provision of services specified in this RFP, and shall be of good moral character. All of the Successful Proposer's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Proposer 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 Proposer will update this list whenever there is a change in personnel.

IV. PROPOSAL SUBMISSION REQUIREMENTS

I. PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their price Proposals on the form entitled "Price Proposal Form" that is enclosed herewith as Attachment A. The **Price Proposal Form** shall include a price that includes the furnishing of all payments, insurance, and other costs incurred in the performance under the Contract, and signed by an individual authorized to bind the Proposer contractually.

The price shall be a fixed per property rate for all work performed as outlined in Section III above, and shall be all inclusive including travel, printing, telephone and any other outside expense.

II. NON-PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit non-price Proposals that comply with the following requirements:

A. Letter of Transmittal

Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed Proposals, or from the date upon which this RFP is cancelled, whichever occurs first.

B. Table of Contents

Proposals shall include a table of contents, properly indicating the section and page numbers of the information included.

C. A Fully-Executed Scope of Services

Each Proposer shall submit a written narrative which explains in detail the scope of services to be provided by that Proposer.

D. Other Documents.

Each Proposer shall submit the following:

1) A fully executed Certificate of Non-Collusion (Attachment B).
2) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).

3) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D).
4) A fully executed Certificate of Corporate Proposer (Attachment E).
5) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).
6) A fully executed Certificate of Non-Debarment (Attachment G).
7) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the proposal documents.
8) The identity of the individual, partnership or corporation applying for contract award and credentials of the personnel who would actually perform the work, as well as their managers, and the nature of the supervision. State the responsibilities of each of the work personnel. If the proposer intends to sub-contract or any work required in the scope of services, the sub-contractor shall be identified. Sample work products are required for all personnel. This item is a major determinant in assessing the proposer's qualifications and shall be incorporated as a condition in the contract to be awarded.
9) An applicant qualifications statement, including professional qualifications and work experience attesting to capacity to perform the required work program. Include résumé(s), detailing academic and professional work experience attesting to capacity to perform the required work program. Résumés are required for all work personnel.
10) A detailed explanation of the proposer's approach to the work: methodology, demonstrated understanding of the scope of work, and the proposer's expectations of assistance and services from the Town. A technical work plan and timeline for accomplishing the tasks described in the scope of services shall be provided.
11) A client reference list, with names, addresses, telephone numbers, and e-mail addresses (if available) for clients for whom the proposer has performed similar services within the past five (5) years.
12) Any other information deemed relevant to the work, and which the proposer believes will further the competitiveness of the proposal.
13) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Proposer.

V. SELECTION CRITERIA

1. Minimum Evaluation Criteria

In order to be considered a responsive and responsible Proposer, a Proposal shall comply with the Proposal Submission Requirements set forth in Section IV above.

2. Comparative Evaluation Criteria

All responsive proposals will be judged against the **Comparative Evaluation Criteria** detailed below. The Town will rank each proposal as:

a. Highly Advantageous – the proposal exceeds the standards of the specific criterion;

b. Advantageous – the proposal fully satisfies the standards of the specific criterion;

c. Not Advantageous – the proposal does not fully satisfy the standards of the specific criterion, or is incomplete and/or unclear.

2.1. Quality and Depth of Work Experience

Highly Advantageous – The proposal demonstrates experience with six (6) or more similar projects.

Advantageous – The proposal demonstrates experience with three (3) to five (5) similar projects.

Not Advantageous – The proposal demonstrates experience with two (2) or fewer similar projects.

2.2. Qualifications of the Proposer

Highly Advantageous – The proposer's résumé(s) demonstrate(s) that proposer has superior training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate (s) professional experience well beyond the minimum requirements.

Advantageous – The proposer's résumé(s) do/does not meet the above category for highly advantageous, but demonstrate(s) that proposer has adequate training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate(s) professional experience that meets or exceeds the minimum requirements.

Not Advantageous – The proposer's résumé(s) do/does not demonstrate that proposer has adequate training, educational background and work experience appropriate to the work described herein.

2.3. Desirability of approach to the work, demonstrated understanding of the community's needs, and proposer's ability to undertake and complete this work.

Highly Advantageous – The proposal demonstrates a superior approach to the subject material and a superior understanding of the issues addressed by the work.

Advantageous – The proposal does not meet the above category for highly advantageous, but demonstrates an acceptable approach to the subject material and an acceptable understanding of the issues addressed by the work.

Not Advantageous – The proposal does not demonstrate an acceptable approach to the subject material and an acceptable understanding of the issues addressed by the work, and/or the proposal fails to indicate a time schedule that meets the work requirements.

2.4. Overall Quality of Client References

Highly Advantageous – All references contacted spoke favorably of the work performed by the proposer and would use them again for similar work without hesitation.

Advantageous – Not used.

Not Advantageous – One (1) or more references stated that there had been difficulty with the proposer's ability to deliver the contracted services and deliverables.

2.5. Completeness and Quality of Proposal

Highly Advantageous – The proposal is complete, concise, informative, and highly detailed. Proposal reflects that proposer is able to perform in a superior manner acceptable to the Town.

Advantageous – The proposal does not meet the above criteria for highly advantageous, but the proposal is complete, informative, and meets criteria for responsiveness.

Not Advantageous – The proposal is not complete, informative, and responsive.

A proposal that fails to meet any of the minimum submission requirements shall be seemed **Unacceptable (U)** in all of the above categories.

VI. PROPOSAL SUBMISSION

Ten (10) copies of each sealed Proposal, in separate envelopes, as described above, shall be submitted by **11:00 A.M. LOCAL TIME, September 11, 2018**, to this address:

Town of Natick
c/o Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760.

Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope. After this time they will be opened in confidence. **Proposals received after the date and time specified in this Section VI for receipt of Proposals will not be accepted.**

VII. INTERVIEWS

After review of the technical proposals, the Screening Committee may, **at its discretion**, schedule interviews with any or all of the proposers for the purpose of further evaluation of the proposer's qualifications and ability to provide the required service. Interviewees will be ranked on their presentation.

VIII. FINAL SELECTION AND AWARD

The Screening Committee will review the non-price proposals. The Screening Committee will determine which non-price proposals meet the minimum evaluation criteria set forth in Section IV above.

The Screening Committee will rank such non-price proposals in accordance with the comparative evaluation criteria set forth in the Section V above. The Screening Committee will then open and review the envelopes labeled "Price Proposals" and rank them.

Based upon the Screening Committee's analysis of both the Price-Proposal and the Non-Price Proposal, the Screening Committee will make a recommendation to the Procurement Officer, to the Natick Town Administrator, and to the Natick Board of Selectmen concerning which Proposal, if any, the Town should accept. The Natick Board of Selectmen will then decide whether a Contract will be awarded. Any Contract will be awarded, if at all, pursuant to all applicable provisions of the Massachusetts General Laws, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

IX. COMPLIANCE WITH LAWS

The Successful Proposer 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 Proposer 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.

X. INSURANCE

The Successful Proposer 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 RFP and is incorporated herein by reference. Without limitation of other requirements of this RFP, no Contract shall be entered into by the parties unless the successful Proposer 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 of Natick 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.

XI. INDEMNIFICATION

The Successful Proposer shall assume the indemnification responsibilities described in the Contract which is a part of this RFP and is incorporated herein by reference.

XII. PERFORMANCE BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XIII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XIV. INDEPENDENT CONTRACTOR STATUS

The Successful Proposer shall provide services as an independent contractor with the Town of Natick and the Successful Proposer 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.

XV. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Proposer who is performing services under any Contract awarded by the Town of Natick, the Successful Proposer 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 Proposer's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Proposer to provide such information to the Town, the Successful Proposer 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.

XVI. 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 Proposer is prohibited on Town of Natick property which is the subject matter of this RFP and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Proposer violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Proposer shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Proposer 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.

XVII. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Proposer, 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.

XVIII. INDEX OF ATTACHMENTS

Attachment A - Price Proposal Form
Attachment B - Certificate of Non-Collusion
Attachment C - Certificate of Tax Compliance (M.G.L., c.62C, §49A)
Attachment D - Conflict of Interest Certification (M.G.L. c.268A).
Attachment E - Certificate of Corporate Proposer
Attachment F - Certificate of Compliance with M.G.L. c. 151B
Attachment G - Certificate of Non-Debarment
Attachment H - Form of Contract

ATTACHMENT A
TOWN OF NATICK
PRICE PROPOSAL FORM
(To be submitted in Envelope B)

(2 pages)

The undersigned Proposer hereby submits a price proposal to provide real estate appraisal consultant services in the Town of Natick.

Printed Name of Proposer:

_____

Address: _____

_____

_____

The PROPOSER hereby pledges to deliver the complete scope of services required for price shown below:

Item No.	Per Property Rate In Figures		Approximate Quantity of Properties to be Appraised	Total in Figures (Unit Price Times Total # Properties Appraised)
1	Properties with Temporary Easements Only. _____ Dollars and _____ Cents Per Property	x	146	= $_____
2	Properties with a Combination of Temporary Easements, Permanents Easements and or Takings. _____ Dollars and _____ Cents Per Property	x	48	= $_____

Total Price (Item #1 + Item #2) in Words: _____

Total Price (Item #1 + Item #2) in Numbers: _____

The PROPOSER acknowledges receipt of addenda nos. _____

_____

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_____

_____

Tel. _____

TOWN OF NATICK

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Proposal 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.

_____
Name of Proposer

_____
Address of Proposer

_____

_____
Telephone Number_____

By: _____
(Signature)

_____
Printed Name

_____
Printed Title

_____
Date

TOWN OF NATICK

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C,§49A, I certify under the penalties of perjury that the Proposer 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.

_____
Name of Proposer

_____
Address of Proposer

_____

_____
Telephone Number_____

By: _____
(Signature)

_____
Printed Name

_____
Printed Title

_____
Date

TOWN OF NATICK

ATTACHMENT D
CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

1. The Proposer 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 RFP.

2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, 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 Proposer.

3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP 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 Proposer.

4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.

5. The Proposer understands that the Proposer 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.

_____
Name of Proposer

Address of Proposer
_____

_____

Telephone Number_____

By: _____
(Signature)

_____
Printed Name

_____
Printed Title

_____
Date

TOWN OF NATICK

ATTACHMENT E
CERTIFICATE OF CORPORATE PROPOSER

I, _____, certify that I am the Clerk of the Corporation named as Proposer in the attached Proposal Form; that _____, who signed said Proposal on behalf of the Proposer was then _____ of said Corporation and was duly authorized to sign said Proposal Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

_____

Name of Proposer

_____

Address of Proposer

_____

_____

Telephone Number_____

By: _____

(Signature)

_____

Printed Name

_____

Printed Title

_____

Date

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

TOWN OF NATICK

ATTACHMENT F
CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer 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 Proposer 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 Proposals.

_____

Name of Proposer

_____

Address of Proposer

_____

_____

Telephone Number_____

By: _____

(Signature)

_____

Printed Name

_____

Printed Title

_____

Date

TOWN OF NATICK

ATTACHMENT G
CERTIFICATE OF NON-DEBARMENT

The Proposer 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 Proposer shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

_____

Name of Proposer

_____

Address of Proposer

_____

_____

Telephone Number_____

By: _____

(Signature)

_____

Printed Name

_____

Printed Title

_____

Date

TOWN OF NATICK

ATTACHMENT H
FORM OF CONTRACT

(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
Contract for Real Estate Appraisal Consultant Services in the Town of Natick

This Contract is made 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 of Natick," or "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 for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide real estate appraisal consultant services, as set forth in the Request for Proposals for Real Estate Appraisal Consultant Services in the Town of Natick ("RFP"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition 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 year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. Time is of the essence in the performance of services rendered by the Contractor under this Contract. All work performed pursuant to this contract shall be completed within ninety (90) calendar days following the issuance of the Notice to Proceed. Notwithstanding the forgoing, the Town reserves the right to extend this time period to allow the appraisals of all parcels required to be appraised pursuant to the RFP.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal are incorporated herein by reference. 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
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Contractor's Proposal.

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 stated in the Contractor's Price Proposal. (See attached Price Proposal Form.)

This Contract is a fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project 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 work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

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 RFP, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services 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 of Natick, Massachusetts 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 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 Successful Proposer 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. 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. Professional Liability Insurance (Including Errors and Omissions) - $1,000,000 each occurrence and $2,000,000 aggregate limit. If written on a

claims made basis, the effective period shall extend for a term of six (6) years after the end 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 of Natick 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 of Natick 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 of Natick 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 of Natick 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 of Natick 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 of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind 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 of Natick, 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

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 sites which are the subject of this Contract and with all conditions of the RFP 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 of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, 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 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 of Natick 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 of Natick 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 are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building in the Town of Natick.

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, 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 the services for the Project.

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 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 therefore, the Town of Natick 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 services 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.

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:

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 services 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.

g. Prior to commencing services 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 Proposal 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 Proposal 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 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 agreement, 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 of Natick 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 other agreement of any of 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.

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 blank.)

Town of Natick, Massachusetts
Contract for Real Estate Appraisal Consultant Services in the Town of Natick

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

_____
Amy K. Mistrot, Chairman

_____
Susan G. Salamoff, Vice Chairman

_____
Michael J. Hickey, Jr., Clerk

_____
Jonathan H. Freedman

_____
Richard P. Jennett, Jr.

Dated: _____

_____
Printed Name of Contractor
by:

_____
Signature

_____
Printed Name

_____
Printed Title

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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.

_____ Dated: _____
Arti P. Mehta
Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

_____ Dated: _____
Karis L. North, Esq.

Town of Natick, Massachusetts
Contract for Real Estate Appraisal Consultant Services in the Town of Natick

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 here above shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

LPA Appraisal Function
Job Aid

Local Public Agency - Appraisal Responsibilities

- Identify and select qualified appraisers – appraiser and review appraiser
- Establish process for reviewing appraisals
- Ensure appraisals are completed and reviewed appropriately – use your review appraiser as a consultant to assist you (using Your Review Appraiser's Checklist at the end of this job aid)
- Review and approve the final appraisal report
- Establish an amount believed to be just compensation

Note: For your first project or a complex project, schedule a pre-appraisal meeting with your State DOT LPA coordinator and your appraisal and acquisition consultants to discuss the issues

Local Public Agency - Valuation Activities

1. Obtain survey and plans
2. Determine appraisal formats for the following types of acquisitions (and number of appraisals per acquisition)
   - Simple partial acquisitions (strip takings)
   - Simple total acquisitions
   - Complex acquisitions and before/after appraisals
3. Determine appraiser availability
   - Staff or fee
   - Residential or general qualifications
4. Identify the appraisal problem and write scope of work, taking into account;
   - Property ownership rights being acquired
   - Property encumbrances and pre-existing easements
   - Need for specialty appraisals (machinery, arborist, etc.)
   - Cost-to-cure situations
   - If partial acquisition, determine if items such as well or septic system is within take area
5. Determine highest and best use
   - Land viewed as if vacant
   - Contributory value of improvements
   - Possible transitional H&B use
6. Conduct data collection and analysis
   - Collect and verify data and comparable sales
   - Analyze data in relation to subject property
7. Prepare Land/Site Valuation
   - Identify the whole property, or larger parcel
   - Identify and address tenant owned improvements
   - Land is valued prior to consideration of improvements
   - Sales comparison approach typically used
   - If improved, identify realty vs. personalty
   - If before/after appraisal, identify additional after acquisition comparables
   - Develop Cost and Income approach, or explain why not applicable
8. Reconcile separate approaches to value, if appropriate

Local Public Agency - General Post-Valuation Activities

1. Help the review appraiser in thoroughly understanding the appraisal report
2. Discuss questions with the negotiator regarding the appraisal and the valuation process
3. Provide needed data to relocation personnel
4. Provide information to property management relating to highest and best use of the property
5. Serve as a resource to property management providing marketing ideas for disposing of the remainder if it is an uneconomic remnant
6. Assist with legal settlements and litigation (these activities may be performed by the appraiser and/or the review appraiser)
   - Consult on potential legal settlements if necessary
   - Appear as an expert witness in legal proceedings if necessary
   - Serve as a team member in helping to analyze a legal settlement
   - Participate in pre-trial conferences and selection of experts
   - Provide consulting regarding strengths and weaknesses of opponent's evidence
   - Discuss the theory of the case with the attorney to insure the adoption of a correct theory
   - Always consult with an attorney when preparing for discovery
   - Write answers to questions through written interrogatories
   - Produce all documents used in preparing the appraisal
   - Identify other experts or resources to complement your testimony

Appraisal Scope of Work Criteria

- ☐ Does the Scope of Work require compliance?
  - O Federal and State requirements
  - O State DOT FHWA approved right-of-way or appraisal manual
  - O The definition of an appraisal in 49 CFR 24.2(a)(3)
- ☐ Does the Scope of Work specify property inspection requirements?
  - O Give owner opportunity to accompany appraiser on inspection
  - O Inspect neighborhood and project area
  - O Inspect interior and exterior of subject improvements
  - O Provide level of detail of physical characteristics
- ☐ Does the Scope of Work address the following appraisal content requirements?
  - O Property description, including floor plan, dimensions, photographs, location maps
  - O Property rights to be acquired
  - O Definition of value
  - O Date of valuation and date of the report
  - O Realty/personalty report
  - O Observed or known encumbrances
  - O Five-year sales history of the property
  - O Highest and best use analysis of present use and zonings
  - O Present and analyze relevant market information
  - O Consider project influence in the appraisal report
  - O Report opinions and conclusions
  - O Intended use
  - O Intended user
  - O Required certification
  - O Assumptions and limiting conditions

LPA Appraisal Function
Duties and Responsibilities - Job Aid

Selecting an Appraiser and a Review Appraiser

Before hiring an Appraiser or a Review Appraiser:

- Consult with your State DOT to ensure both the Appraiser and Review Appraiser meet State DOT qualifications and are State certified or licensed
- Define the appraisal problem and select an Appraiser and a Review Appraiser based on the individual project or the complexity of parcels identified for the acquisition
- Consider the Appraiser and Review Appraiser's past eminent domain experience and quality of services provided to other clients

When selecting an Appraiser or Review Appraiser, check their:

- ❑ Education and credentials
- ❑ General & Geographic experience
- ❑ Property type experience
- ❑ Reputation and work ethic
- ❑ Court testimony experience
- ❑ Prior Agency experience

Appraiser's Responsibilities

- ➢ Attend pre-appraisal meetings with LPA and State DOT, if necessary
- ➢ Develop scope of work in coordination with LPA
- ➢ Write the problem definition
- ➢ Prepare a preliminary survey and plan
- ➢ Invite owner to property inspection
- ➢ Conduct physical inspection of property
- ➢ Conduct data collection and analysis
- ➢ Determine highest and best use
- ➢ Prepare land/site valuation
- ➢ Consider three approaches to value
- ➢ Conduct reconciliation
- ➢ Respond to questions/comments from review appraiser
- ➢ Submit correction to appraisal report
- ➢ Disclose any prior involvement with the subject property in the last 3 years

Review Appraiser's Responsibilities

Review Appraiser's *Pre-Appraisal* Responsibilities:

- Participate as a member of the project development team to contribute expertise and improve the process through coordination
- Develop an appraisal complexity analysis
- Select an appraiser for the project
- Participate in pre-appraisal meetings
- Assist the Agency in the development of a scope of work

Review Appraiser *Appraisal* Responsibilities:

- Ensure appraisal compliance with the contract/assignment
- Communicate effectively with appraiser
- Review appraiser's findings
- Prepare review appraiser's report
- Review owner's appraisals, if applicable
- Recommend just compensation
- Establish just compensation, if Agency employee and authorized by Agency

Review Appraiser's *Post-Appraisal* Responsibilities:

- Negotiation
  - Assist acquisition agent with complex appraisal issues
- Relocation
  - Prevent double-payments during relocation
  - Provide carve-out calculations
- Property management
  - Establish economic rent
  - Provide data and market trends
- Settlement
  - Provide professional advice
- Litigation
  - Participate as a member of the litigation team (pre-trial conferences, selecting experts, consulting on strengths/weaknesses of evidence)
  - Assist in preparing for discovery (requests for admissions, written interrogatories, motions for producing documents, depositions)
  - Provide evidence consultation (discovering flaws in opponent's appraisal)
- Post-project review
  - Participate in project evaluation
  - Provide input for process improvements
- Provide appraiser evaluation, to be included in Agency appraiser database

Fee Review Appraiser's Responsibilities

Fee Review Appraiser's should

- ☐ Comply with the contract
- ☐ Represent the Agency
- ☐ Review the requirements in the same manner as for staff
- ☐ Prepare estimate of market value for Agency approval

Your Review Appraiser's Checklist

Ensure The Appraisal Complies With The Contract

- ❑ Does the appraisal comply with the contract?
- ❑ Was the contract developed based on the scope of work? (See page 2 of checklist)
- ❑ Does the appraisal comply with both Federal and State appraisal requirements?
- ❑ Was the appraisal completed on schedule and all milestones completion dates met?

Communicate with the Appraiser

To communicate effectively with the appraiser, always remember these three points:

- Critique the report and not the person
- Solve the problem
- Obtain necessary corrections

Determine If Appraiser Used Proper Appraisal Methodology

- ❑ Does the whole property meet the test of unity of use, contiguity, and ownership, and if not, has the appraiser explained the rationale for determining the whole property?
- ❑ Is the appraiser's opinion of highest and best use supported by market data?
- ❑ Is the market data comparable to the subject, contain sufficient information, and appear to be properly verified?
- ❑ Did the appraiser use and apply the three approaches to value correctly or explain the exclusion of one or more of the approaches.
- ❑ Are the adjustments supported by market data or based on subjective reasoning?
- ❑ Did the appraiser properly address the value of the partial acquisition and remainder?
- ❑ Was project influence, if any, applied correctly?
- ❑ Does the report use the proper compensation framework (Federal and State rules) for this jurisdiction?
- ❑ Were the assumptions and limiting conditions made in the report reasonable?

Ensure The Appraisal Addresses The Main Requirements Of 49 CFR Part 24

- ❑ Did the appraiser invite the owner or designated representative to accompany the appraiser on the property inspection? Is this documented?
- ❑ What concerns did the property owner or representative express? Are they documented?
- ❑ Does the appraisal separately address the tenant-owned improvements?
- ❑ Was the tenant-owner given an opportunity to accompany the appraiser on the property inspection? Is this documented?
- ❑ Does the appraisal clarify what is compensable and what is non-compensable?
  - O Have damages occurred?
  - O What was the impact of the taking on the remainder?
  - O Did you measure the damage?
  - O Does the report separate the identification of the damages?
  - O Did you find any non-compensable damages included in the appraisal?
  - O Did you request appropriate corrections?
- ❑ Does the appraisal address all real property affected by the acquisition?
  - O Does the appraisal consider all improvements?
  - O Does the report appraise these improvements if they are impacted?
  - O Does the report contain support and/or justification for not appraising the improvements?
- ❑ Does the appraisal identify both real and personal property?
  - O Is there a separate personal property report or list within the appraisal report?
  - O Does the personalty report clearly delineate what the value estimate includes?
  - O Is there a clear distinction between the personal and the real property?
- ❑ If there is a potential uneconomic remnant situation, did the remainder suffer a loss of value?
  - O Did you find all of the necessary data and analysis information in the report?
  - O Do you need to gather more information before making your determination?

Your Review Appraiser's Checklist

Ensure The Quality And Accuracy Of The Appraisal

- ☐ Does the appraisal adhere to quality assurance principles?
  - O Logical?
  - O Consistent?
  - O Mathematically correct?
  - O Grammatically correct?
  - O Clearly written?
  - O Legally sufficient?
- ☐ Does the appraisal contain any common mistakes?
  - O Improper methodology?
  - O Unsupported adjustments?
  - O Data inconsistent with opinion of highest and best use?
  - O Erroneous zoning assumptions?
  - O Compensability issues?
  - O Unsupported damage estimates?
  - O Math errors?

Prepare a Review Appraiser's Report

- ☐ Is the Review Appraiser's Report based on 49CFR Part 24?
  - O Is it a written report?
  - O Does it identify the appraisal report?
  - O Does it document the findings and conclusions?
  - O Does it identify damages?
  - O Does it include a signed certification stating approved value?
- ☐ Did you maintain and develop a comprehensive Review Appraiser's Report?
  - O Does it discuss the strengths and weaknesses of the appraisal report?
  - O Does it maintain a positive approach and avoid negativity?
  - O Does it refer to the report and not the person?
  - O Does it avoid imposing your opinion instead of the appraiser's?

Review Property Owner Appraisals

If you received a property owner's appraisal did you ...

- ☐ Consider the findings?
- ☐ Subject it to the same review process?

Verify All Conclusions Are Fully Supported

- ☐ Did you verify that the appraisal fully supports all conclusions?
  - O Are the opinions expressed supported by relevant market data?
  - O Have you fully evaluated the analysis, data, and conclusions?

Establish Just Compensation

- ☐ As a Staff Review Appraiser, did you develop and report the amount believed to be just compensation?
- ☐ As a Fee Review Appraiser, did you establish an estimate of market value for Agency approval?

Review Appraiser's Findings

- ☐ Not acceptable
- ☐ Acceptable – meets all requirements but not selected as recommended or approved
- ☐ Recommended – as the basis for the establishment of the amount believed to be just compensation

Appraisal Review Management Activities

- Reconcile consistency issues
- Reconcile divergent values reconciliation
- Provide assistance with project management review

Sequence for the review of an appraisal report –

If you completed your compliance review in a favorable manner, then you accomplished the following:

- ☐ *Reviewed preliminary scope of work*
- ☐ *Read the appraisal*
- ☐ *Checked for compliance with regulations*
- ☐ *Assessed comparability and accuracy of data*
- ☐ *Assessed methodology, judgment, and conclusions*
- ☐ *Assessed quality and accuracy of the report*

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED AID PROJ NO	SHEET NO.	TOTAL SHEETS
MA	-	1	84
PROJECT FILE NO	608304		

PRELIMINARY RIGHT OF WAY
TITLE SHEET AND INDEX

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

ROADWAY IMPROVEMENTS PROJECT

NORTH MAIN STREET (ROUTE 27)

IN THE TOWN OF

NATICK IN MIDDLESEX COUNTY

FEDERAL AID PROJECT NO. _____

THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED 1988, AS AMENDED, THE SUPPLEMENTAL SPECIFICATIONS DATED JULY 1, 2015, THE 2017 CONSTRUCTION STANDARD DETAILS, THE 2015 OVERHEAD SIGNAL STRUCTURE AND FOUNDATION STANDARD DRAWINGS, MASSDOT TRAFFIC MANAGEMENT PLANS AND DETAIL DRAWINGS, THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS WITH MASSACHUSETTS AMENDMENTS, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 1998 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING, AND THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1(AHN

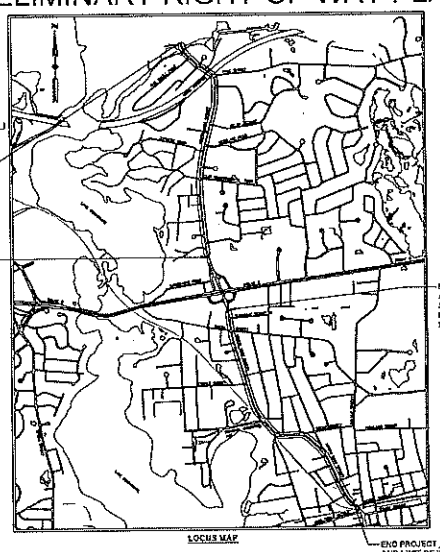
PRELIMINARY RIGHT-OF-WAY PLANS

INDEX

DESCRIPTION
TITLE SHEET & INDEX
TYPICAL SECTIONS & PAVEMENT NOTES
PROFILES
PARCEL SUMMARY SHEETS
LOCATION PLAN SHEETS
PROPERTY PLAN SHEETS

BEGIN PROJECT ____ (__)
AND LIMIT OF WORK
STA. 10+93.0
N 2940148.1317
E 694168.8083

END PROJECT ____ (__)
AND LIMIT OF WORK
STA. 64+33.3
N 2935308.2479
E 697732.2901



BEGIN PROJECT ____ (__)
AND LIMIT OF WORK
STA. 103+94.0
N 2933931.7268
E 694200.7110

END PROJECT ____ (__)
AND LIMIT OF WORK
STA. 164+54.8
N2929006.0319
E 697313.0878

LOCUS MAP

LENGTH OF PROJECT = 11,690 FT = 2.2 MILES

1000 0 2000 4000
APPROXIMATE SCALE: 1"=2000'

DATE	DESCRIPTION	REV #
7/31/2017	75% SUBMISSION	3
3/22/2017	25% RESUBMISSION	2
6/26/2016	25% RESUBMISSION	1
2016	25% SUBMISSION	0

massDOT Highway Division

PREPARED BY:

BETA GROUP, INC.

RECOMMENDED FOR APPROVAL

CHIEF ENGINEER DATE

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

APPROVED:

DIVISION ADMINISTRATOR DATE

APPROVED

HIGHWAY ADMINISTRATOR DATE

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FILE NUMBER	SHEET NO.	TOTAL SHEETS
MA	-	2	64
PROJECT FILE NO.	606024		

PRELIMINARY RIGHT OF WAY
TYPICAL SECTIONS

PAVEMENT NOTES

PAVEMENT MILLING AND RESURFACING
FOR LIMITS AND TYPE OF MILL AND OVERLAY, SEE SHEETS

CEMENT CONCRETE SIDEWALK, WHEELCHAIR RAMPS AND DRIVEWAYS
SURFACE: CONCRETE
(AIR ENTRAINED 4000 PSI, 3/4", 610)
BASE OVER: BORROW TYPE b

CEMENT CONCRETE DRIVEWAY AND SIDEWALK AT DRIVEWAY
SURFACE: CONCRETE
(AIR ENTRAINED 4000 PSI, 3/4", 610)
BASE OVER: BORROW TYPE b

HOT MIX ASPHALT DRIVEWAYS

SURFACE COURSE	1" SUPERPAVE SURFACE COURSE 9.5 (SSC-9.5) OVER
INTERMEDIATE COURSE	2-1/2" SUPERPAVE INTERMEDIATE COURSE 12.5 (SIC-12.5) OVER
SUB BASE	8" GRAVEL BORROW TYPE b

HOT MIX ASPHALT WALKS

SURFACE COURSE	1" SUPERPAVE SURFACE COURSE 9.5 (SSC-9.5) OVER
INTERMEDIATE COURSE	1-1/2" SUPERPAVE INTERMEDIATE COURSE 12.5 (SIC-12.5) OVER
SUB BASE	8" GRAVEL BORROW TYPE b

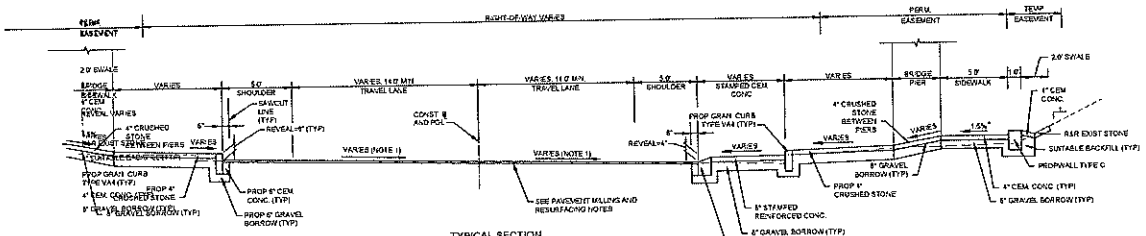
BOX WIDENING GREATER THAN 4.0 FEET/FULL DEPTH CONSTRUCTION

SURFACE COURSE	1-3/4" SUPERPAVE SURFACE COURSE 12.5 (SSC-12.5)
INTERMEDIATE COURSE	2-1/4" SUPERPAVE INTERMEDIATE COURSE 19.0 (SIC-19.0)
BASE COURSE	4" SUPERPAVE BASE COURSE 37.5 (SBC-37.5)
SUB BASE	4" DENSE GRADED CRUSHED STONE OVER 8" GRAVEL BORROW TYPE b OR SUITABLE EXISTING MATERIAL

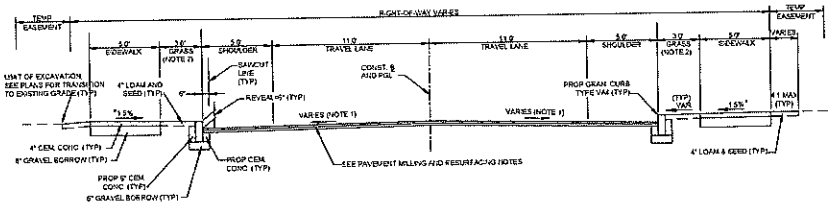
BOX WIDENING 4.0 FEET OR LESS

SURFACE COURSE	1-3/4" SUPERPAVE SURFACE COURSE 12.5 (SSC-12.5)
INTERMEDIATE COURSE	2-1/4" SUPERPAVE INTERMEDIATE COURSE 19.0 (SIC-19.0)
BASE COURSE	6" HES CEMENT CONCRETE BASE 3000 PSI 1-1/2", 470 CEM. CONC
SUB BASE	8" GRAVEL BORROW TYPE b OR SUITABLE EXISTING MATERIAL

ASPHALT EMULSION FOR TACK COAT SHALL BE APPLIED DOUBLE OVERLAP FOR UNIFORM COVERAGE AT THE RATE OF 0.07 GALLONS PER SQUARE YARD OVER MILLED GROOVED SURFACES AND 0.05 GALLONS PER SQUARE YARD OVER SMOOTH PAVEMENT PRIOR TO PLACEMENT OF HMA OVERLAY



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 16+26
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 10+03a TO STA 17+00b
NOT TO SCALE

NOTES
1. CROSS SLOPE TO MATCH EXISTING EXCEPT IN AREAS OF VARIABLE MILLING. SEE PAVING KEY PLAN FOR LIMITS OF VARIABLE MILLING
2. SEE CONSTRUCTION PLANS FOR LIMITS OF GRASS STRIPS.

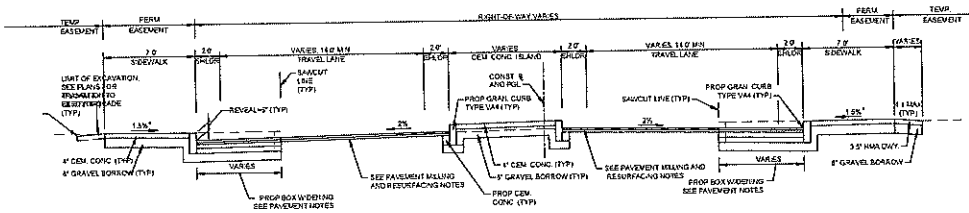
* TOLERANCE FOR CONSTRUCTION ±0.5%

NORTH TYPICAL SECTIONS.DWG Plotted on: 23-JUL-2019 3:43 PM

HATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		3	58
PROJECT FILE NO. 605024			

PRELIMINARY RIGHT OF WAY
TYPICAL SECTIONS



TYPICAL SECTION
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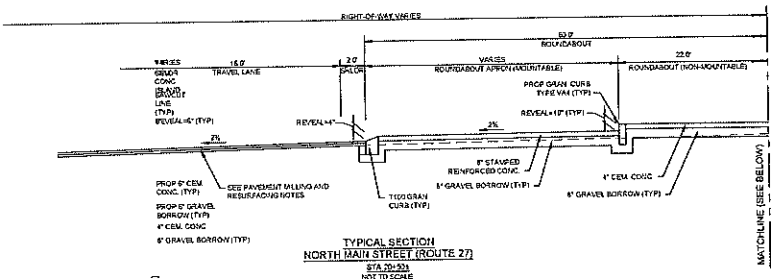
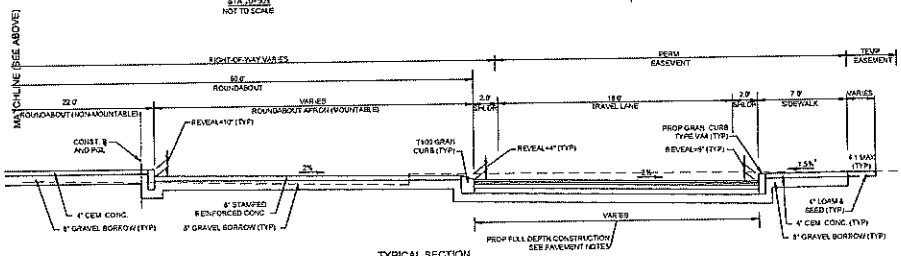
STA 31+10±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 20+50±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 20+50±
NOT TO SCALE

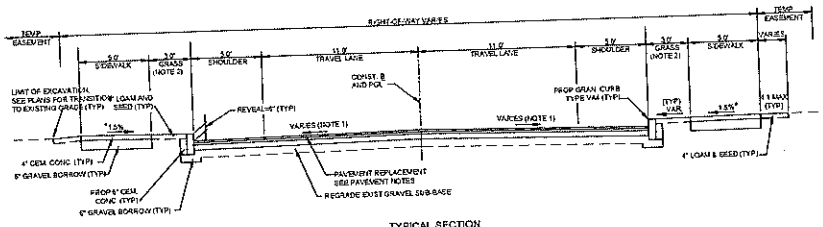
NOTES
1. CROSS SLOPE TO MATCH EXISTING EXCEPT IN AREAS OF VARIABLE MILLING. SEE PAVING KEY PLAN FOR LIMITS OF VARIABLE MILLING
2. SEE CONSTRUCTION PLANS FOR LIMITS OF GRASS STRIPS

* TOLERANCE FOR CONSTRUCTION ±0.5%

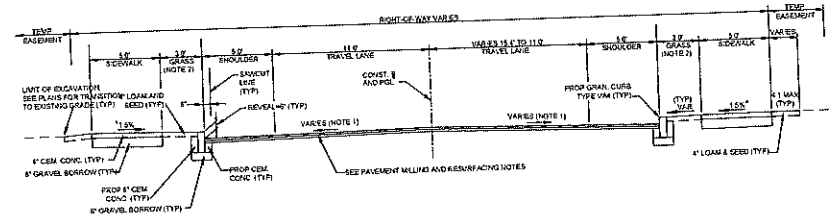
NATICK
NORTH MAIN STREET (ROUTE 27)

PART	FED AID NO	SHEET NO	TOTAL SHEETS
MA	-	4	64
PROJECT FILE NO	605353		

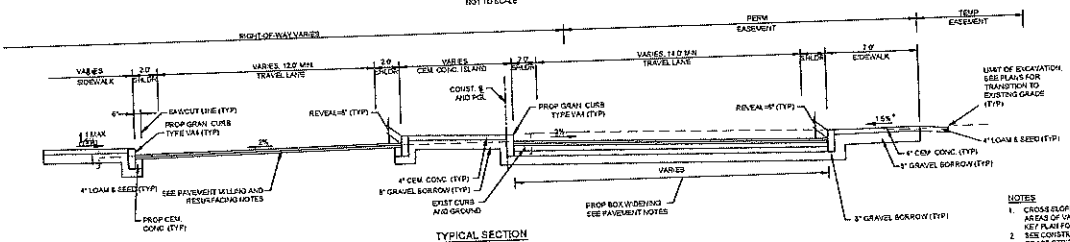
PRELIMINARY RIGHT OF WAY
TYPICAL SECTIONS



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 24+00± TO STA 26+00±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 22+00± TO STA 24+00±
NOT TO SCALE



TYPICAL SECTION
PINE STREET
STA 0+00±
NOT TO SCALE

NOTES
1. CROSS SLOPE TO MATCH EXISTING EXCEPT IN AREAS OF VARIABLE MILLING. SEE PAVING KEY PLAN FOR LIMITS OF VARIABLE MILLING
2. SEE CONSTRUCTION PLANS FOR LIMITS OF GRASS STRIPS.

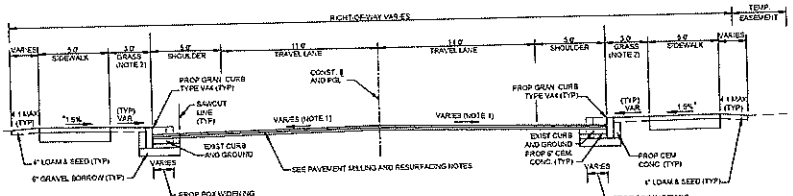
* TOLERANCE FOR CONSTRUCTION ±0.5%

NATICK
NORTH MAIN STREET (ROUTE 27)

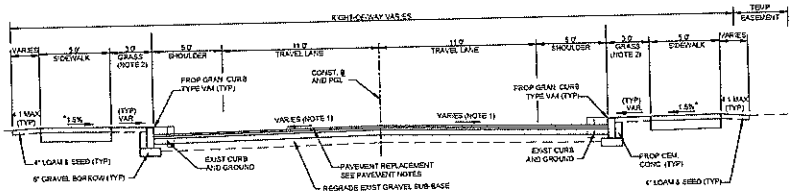
DATE	REVISIONS	SHEET NO.	TOTAL SHEETS
MM		3	66

PROJECT FILE NO. 605034

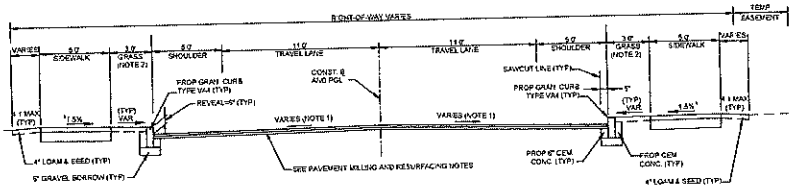
PRELIMINARY RIGHT OF WAY
TYPICAL SECTIONS



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 33+00± TO STA 58+50±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 32+00± TO STA 33+00±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 26+00± TO STA 32+00±
NOT TO SCALE

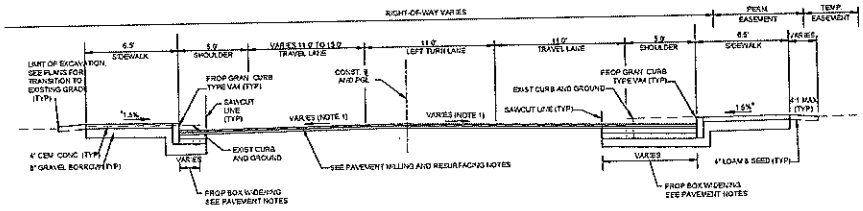
NOTES
1. CROSS SLOPE TO MATCH EXISTING EXCEPT IN AREAS OF VARIABLE MILLING. SEE PAVING KEY PLAN FOR LIMITS OF VARIABLE MILLING
2. SEE CONSTRUCTION PLANS FOR LIMITS OF GRASS STRIPS

* TOLERANCE FOR CONSTRUCTION ±0.5%

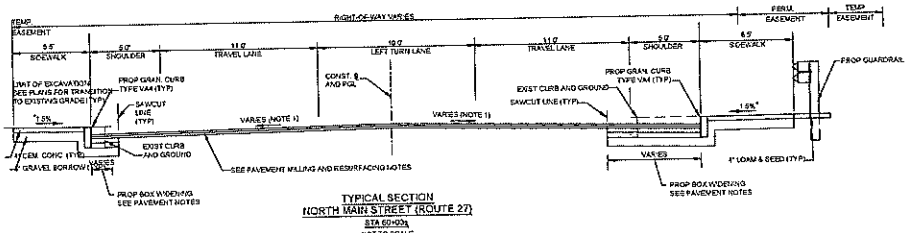
NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED AID PROJ NO	SHEET NO.	TOTAL SHEETS
MA	-	6	64
PROJECT FILE NO	605284		

PRELIMINARY RIGHT OF WAY
TYPICAL SECTIONS



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 61+50± TO STA 63+50±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 60+00±
NOT TO SCALE

NOTES

1. CROSS SLOPE TO MATCH EXISTING EXCEPT IN AREAS OF VARIABLE MILLING. SEE PAVING KEY PLAN FOR LIMITS OF VARIABLE MILLING
2. SEE CONSTRUCTION PLANS FOR LIMITS OF GRASS STRIPS.

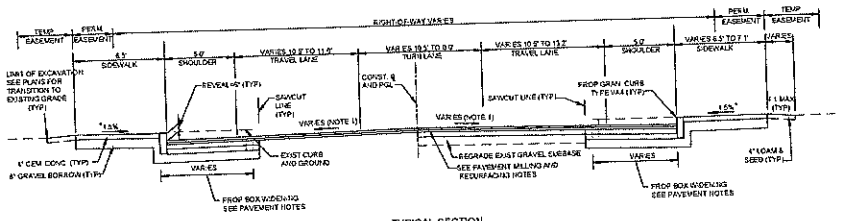
* TOLERANCE FOR CONSTRUCTION ±0.5%

NATICK
NORTH MAIN STREET (ROUTE 27)

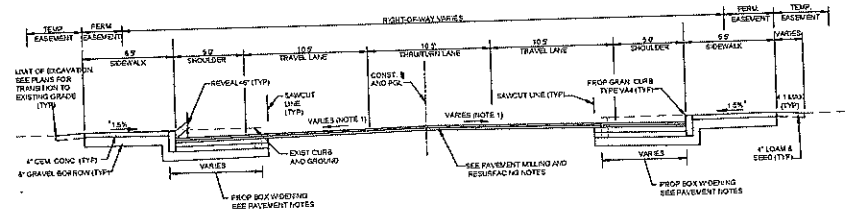
STATE	NO. OF PROJECT NO.	SHEET NO.	TOTAL SHEETS
MA	-	-	68

PROJECT FILE NO. 65633A

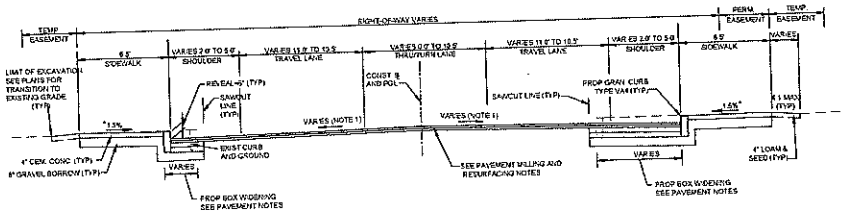
PRELIMINARY RIGHT OF WAY
TYPICAL SECTIONS



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 110+30± TO STA 112+50±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 106+25± TO STA 110+30±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 104+00± TO STA 106+25±
NOT TO SCALE

NOTES

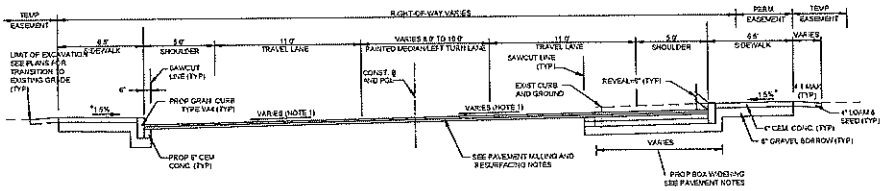
1. CROSS SLOPE TO MATCH EXISTING EXCEPT IN AREAS OF VARIABLE MILLING. SEE PAVING KEY PLAN FOR LIMITS OF VARIABLE MILLING.
2. SEE CONSTRUCTION PLANS FOR LIMITS OF GRASS STRIPS

* TOLERANCE FOR CONSTRUCTION ±0.5%

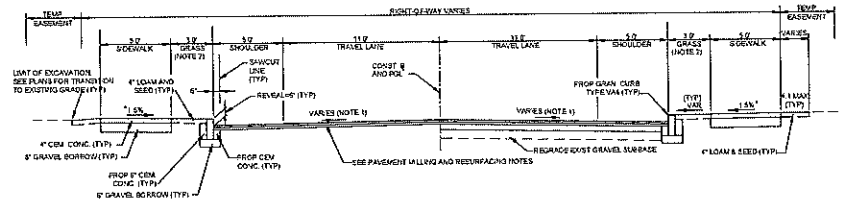
NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED AID PROJ NO	SHEET NO.	TOTAL SHEETS
MA	-	8	64
PROJECT FILE NO. 605034			

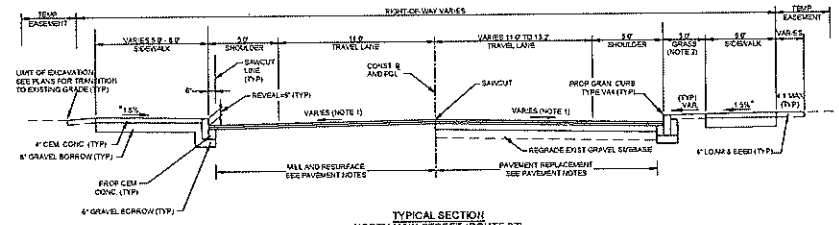
PRELIMINARY RIGHT OF WAY
TYPICAL SECTIONS



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 135+00± TO STA 135+00±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 112+50± TO 128+50±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 112+50 TO 113+50
NOT TO SCALE

NOTES

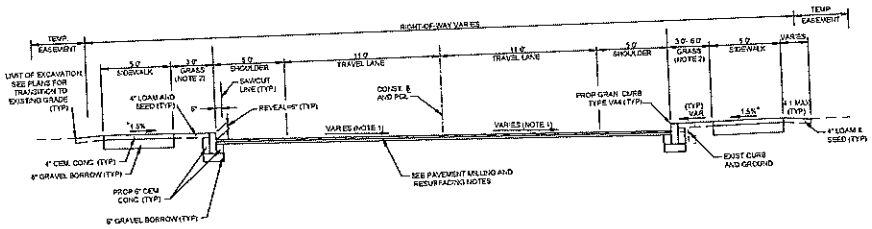
1. CROSS SLOPE TO MATCH EXISTING EXCEPT IN AREAS OF VARIABLE MILLING. SEE PAVING KEY PLAN FOR LIMITS OF VARIABLE MILLING
2. SEE CONSTRUCTION PLANS FOR LIMITS OF GRASS STRIPS

* TOLERANCE FOR CONSTRUCTION ±0.5%

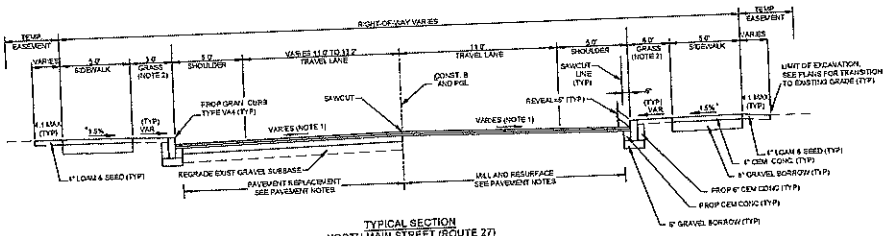
NATICK
NORTH MAIN STREET (ROUTE 27)

DATE	REVISIONS	SHEET	TOTAL
MA	-	3	44
PROJECT FILE NO		R0354	

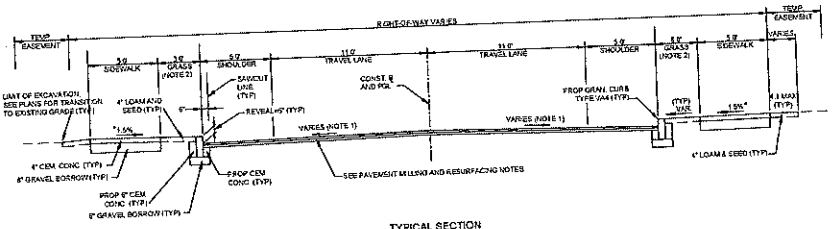
PRELIMINARY RIGHT OF WAY
TYPICAL SECTIONS



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 142+00± TO STA 144+00±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 141+50
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 140+25± TO STA 141+25
NOT TO SCALE

NOTES
1. CROSS SLOPE TO MATCH EXISTING EXCEPT IN AREAS OF VARIABLE MILLING. SEE PAVING KEY PLAN FOR LIMITS OF VARIABLE MILLING.
2. SEE CONSTRUCTION PLANS FOR LIMITS OF GRASS STRIPS

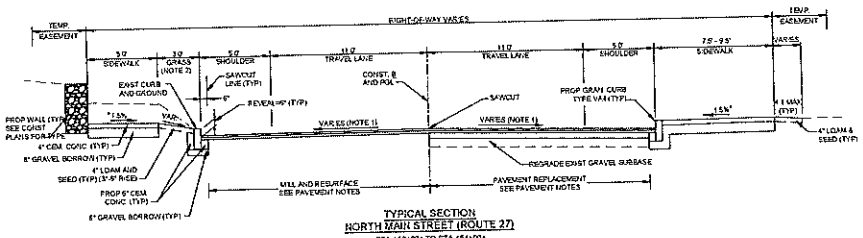
* TOLERANCE FOR CONSTRUCTION ±0.5%

FROM TYPICAL SECTIONS.DWG PRINTED: 7-13-2016 2:34 PM

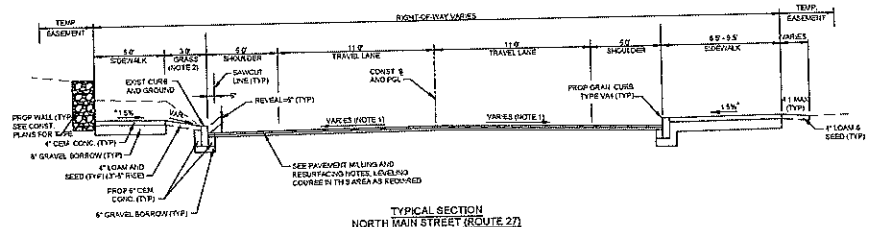
NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED AID PROJ NO	SHEET NO	TOTAL SHEETS
MA		13	58
PROJECT FILE NO	605024		

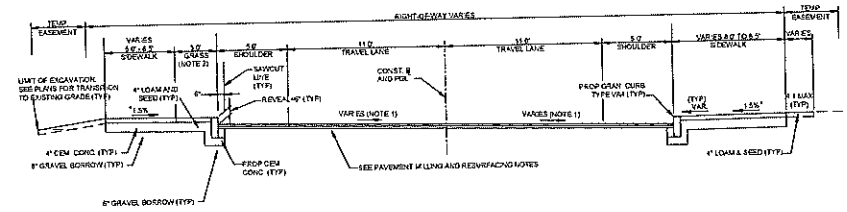
PRELIMINARY RIGHT OF WAY
TYPICAL SECTIONS



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 152+00± TO STA 154+00±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 154+00± TO STA 152+00±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 148+00± TO STA 150+00±
NOT TO SCALE

NOTES
1. CROSS SLOPE TO MATCH EXISTING EXCEPT IN AREAS OF VARIABLE MILLING. SEE PAVING KEY PLAN FOR LIMITS OF VARIABLE MILLING
2. SEE CONSTRUCTION PLANS FOR LIMITS OF GRASS STRIPS

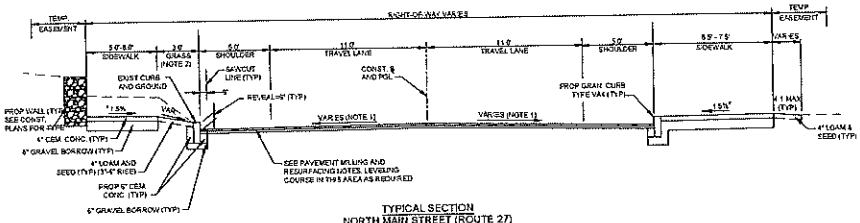
* TOLERANCE FOR CONSTRUCTION ±0.5%

HDR TYPICAL SECTIONS.DWG Plotted on 3-14-2018 3:34 PM

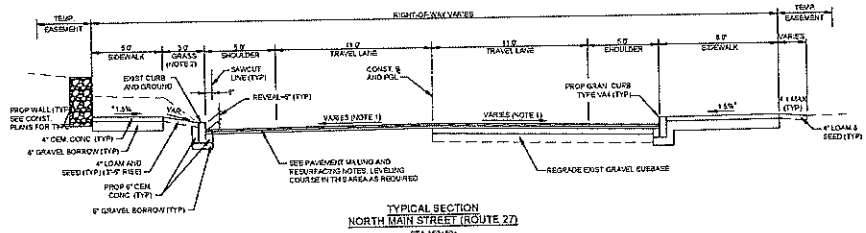
NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	11	54
PROJECT FILE NO. 606654			

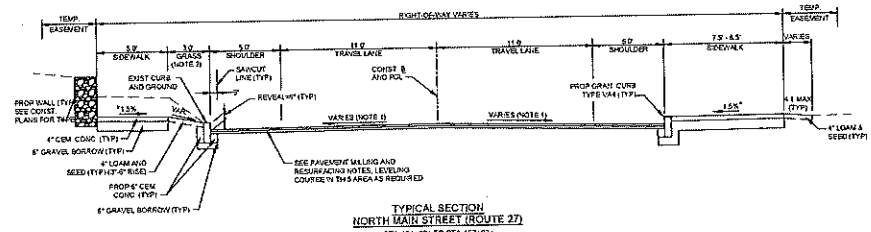
PRELIMINARY RIGHT OF WAY
TYPICAL SECTIONS



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 151+25± TO STA 154+50±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 160+50±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 154+00± TO STA 160+50±
NOT TO SCALE

NOTES

1. CROSS SLOPE TO MATCH EXISTING EXCEPT IN AREAS OF VARIABLE MILLING. SEE PAVING KEY PLAN FOR LIMITS OF VARIABLE MILLING
2. SEE CONSTRUCTION PLANS FOR LIMITS OF GRASS STRIPS

* TOLERANCE FOR CONSTRUCTION ±0.5%

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	ROAD NUMBER	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
MA	-	-	12	84

PRELIMINARY RIGHT OF WAY
TYPICAL SECTIONS

PAVEMENT NOTES

PAVEMENT MILLING AND RESURFACING

[illegible] MICROMILLING OR VARIABLE MICROMILLING

[illegible] SURFACE COURSE 12.5 (SSC-12.5) OVER

[illegible] INTERMEDIATE COURSE 19.0 (SC-19.0)

LEVELING COURSE

VARIABLE DEPTH PAVEMENT. IN AREAS WHERE LEVELING IS REQUIRED
0" TO 2" USE SUPERPAVE INTERMEDIATE COURSE 12.5 (SSC-12.5) FOR DEPTHS GREATER THAN
2" USE SUPERPAVE INTERMEDIATE COURSE 19.0 (SC-19.0) ONLY.

CEMENT CONCRETE SIDEWALK, WHEELCHAIR RAMPS AND WALKWAYS

[illegible] CONCRETE
(AIR ENTRAINED 4000 PSI, 3/4", 610)

[illegible] BORROW TYPE b

CEMENT CONCRETE DRIVEWAY AND SIDEWALK AT DRIVEWAY

[illegible] CONCRETE
(AIR ENTRAINED 4000 PSI, 3/4", 610)

[illegible] BORROW TYPE b

HOT MIX ASPHALT DRIVEWAYS

[illegible] SURFACE COURSE 9.5 (SSC-9.5) OVER

[illegible] INTERMEDIATE COURSE 12.5 (SC-12.5) OVER

[illegible] BORROW TYPE b

HOT MIX ASPHALT WALKS

[illegible] SURFACE COURSE 9.5 (SSC-9.5) OVER

[illegible] INTERMEDIATE COURSE 12.5 (SC-12.5) OVER

[illegible] BORROW TYPE b

BOX WIDENING GREATER THAN 10 FEET/FULL DEPTH CONSTRUCTION

[illegible] SURFACE COURSE 9.5 (SSC-9.5) OVER

[illegible] INTERMEDIATE COURSE 19.0 (SC-19.0)

[illegible] BASE COURSE 37.5 (SC-37.5)

[illegible] CRUSHED STONE OVER
8" GRAVEL BORROW TYPE b OR SUITABLE EXISTING MATERIAL

BOX WIDENING 4.0 FEET OR LESS

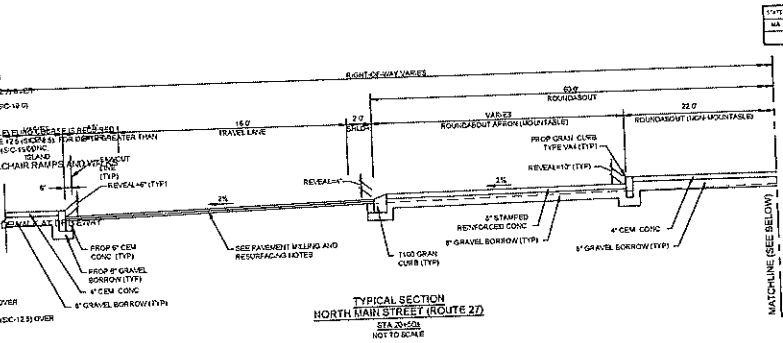
[illegible] SURFACE COURSE 12.5 (SSC-12.5)

[illegible] INTERMEDIATE COURSE 19.0 (SC-19.0) 8" GRAVEL BORROW (TYP)

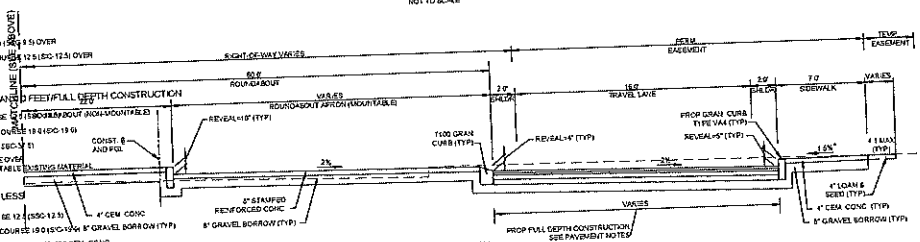
[illegible] CONCRETE BASE, 3000 PSI 1-1/2", 610 CEM. CONC.

[illegible] BORROW TYPE b OR SUITABLE EXISTING MATERIAL

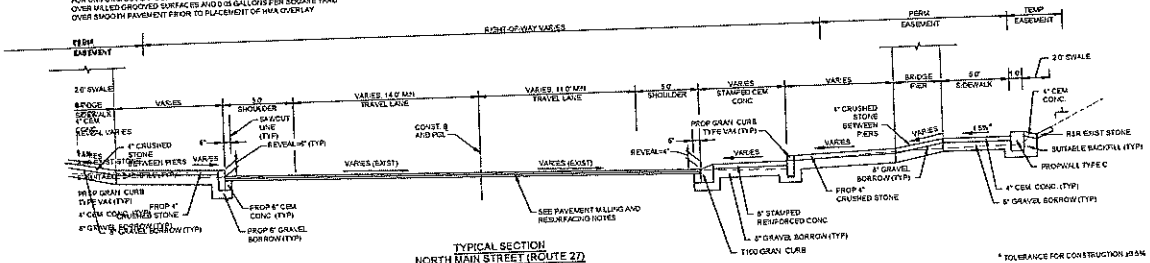
ASPHALT EMULSION FOR TACK COAT SHALL BE APPLIED DOUBLE OVERLAP
FOR UNIFORM COVERAGE AT THE RATE OF 0.07 GALLONS PER SQUARE YARD
OVER MILLED GROOVED SURFACES AND 0.05 GALLONS PER SQUARE YARD
OVER SMOOTH PAVEMENT PRIOR TO PLACEMENT OF HMA OVERLAY



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 20+00
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 25+00
NOT TO SCALE



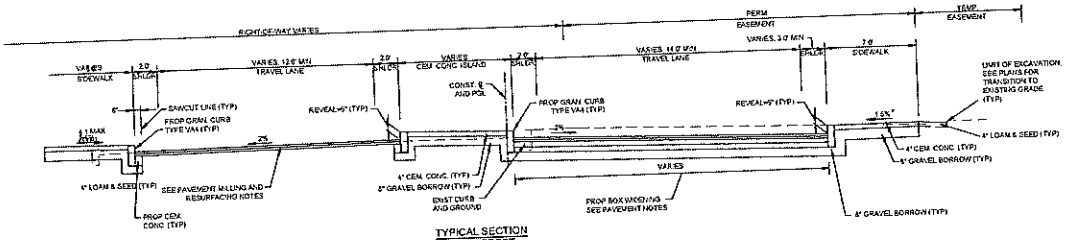
TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 19+25±
NOT TO SCALE

* TOLERANCE FOR CONSTRUCTION ±0.5%

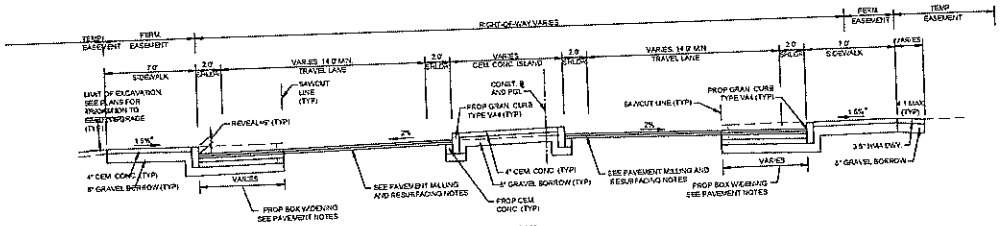
NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED AID PROJ NO	SHEET NO	TOTAL SHEETS
MA	-	13	84
PROJECT FILE NO	606334		

PRELIMINARY RIGHT OF WAY
TYPICAL SECTIONS



TYPICAL SECTION
PINE STREET
STA 0+00±
NOT TO SCALE



TYPICAL SECTION
NORTH MAIN STREET (ROUTE 27)
STA 21+15±
NOT TO SCALE

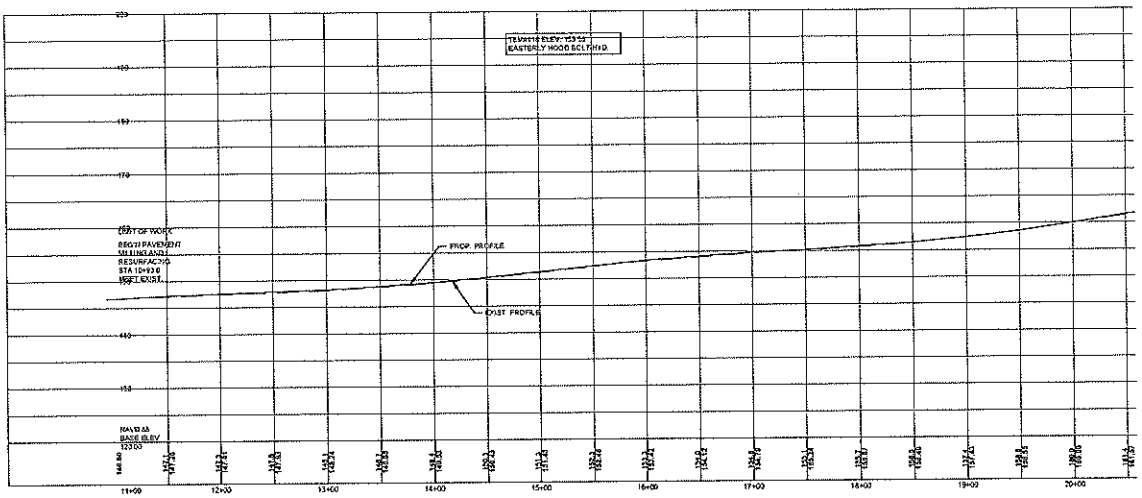
* TOLERANCE FOR CONSTRUCTION ±0.5%

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED. AID PROJ. NO.	SHEET	TOTAL
		10	24
MA		11	24
PROJECT FILE NO.	69604		

PRELIMINARY RIGHT OF WAY
PROFILE

NOTE:
1. PROPOSED CENTERLINE PROFILE GRADE BASED UPON PROPOSED OVERLAY THICKNESS



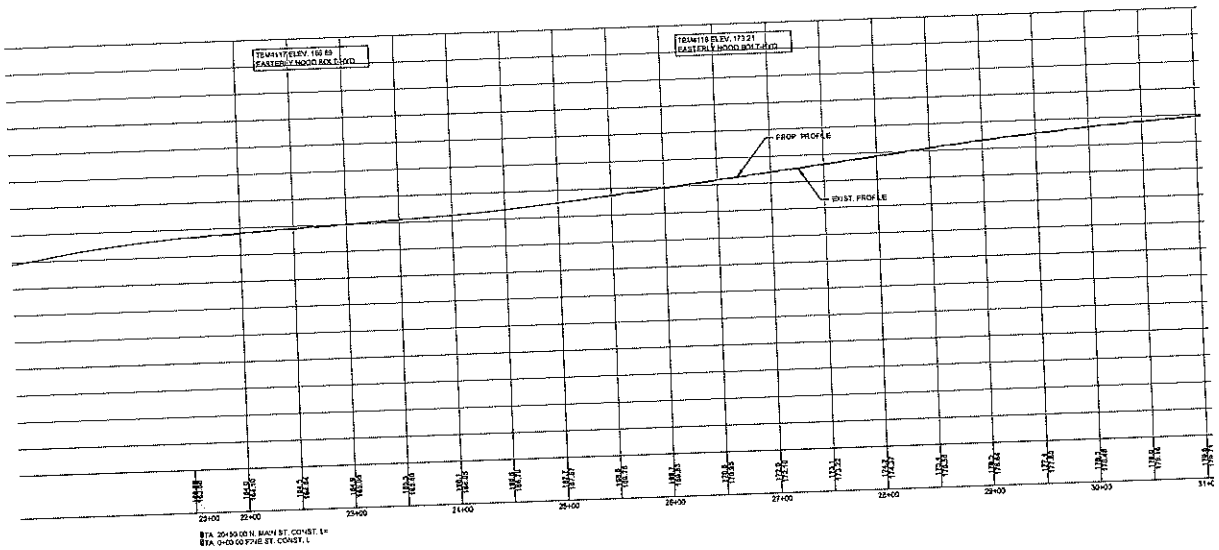
HOR. SCALE IN FEET: 1"=40'
VER. SCALE IN FEET: 1"=8'

NATICK
NORTH MAIN STREET (ROUTE 27)

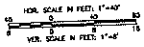
STATE	FED. AID PROJ. NO.	SHEET	TOTAL SHEETS
MA	-	15	64

PROJECT FILE NO. 605054

PRELIMINARY RIGHT OF WAY
PROFILE



STA. 20+50.00 N. MAIN ST. CONST. L=
STA. 0+00.00 PINE ST. CONST. L



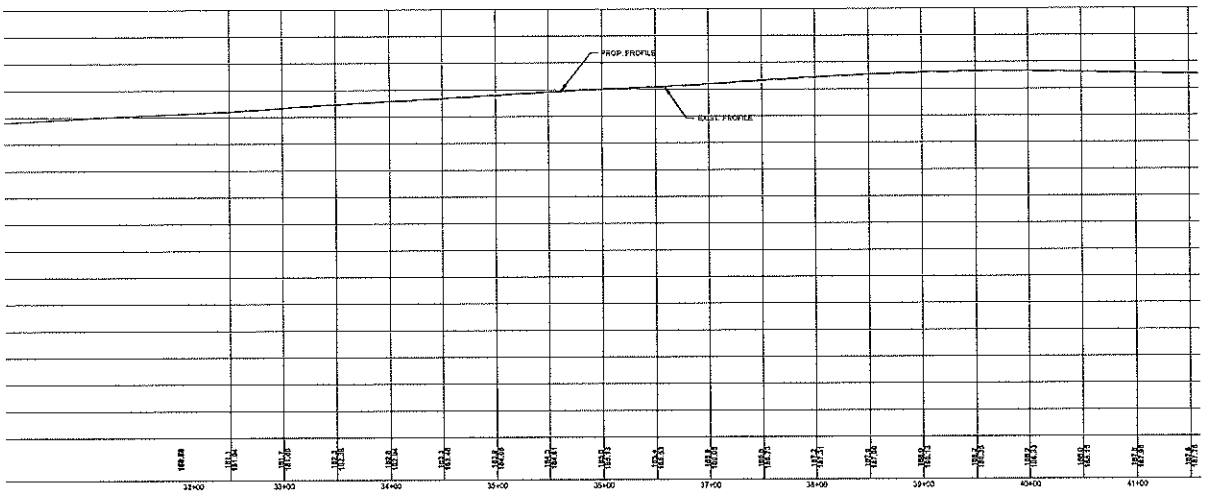
NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	16	64
PROJECT FILE NO.		606234	

PRELIMINARY RIGHT OF WAY
PROFILE

TBM#115 ELEV. 163.53
EASTERLY HOOD BOLT-HYD

TBM#116 ELEV. 169.84
EASTERLY HOOD BOLT-HYD

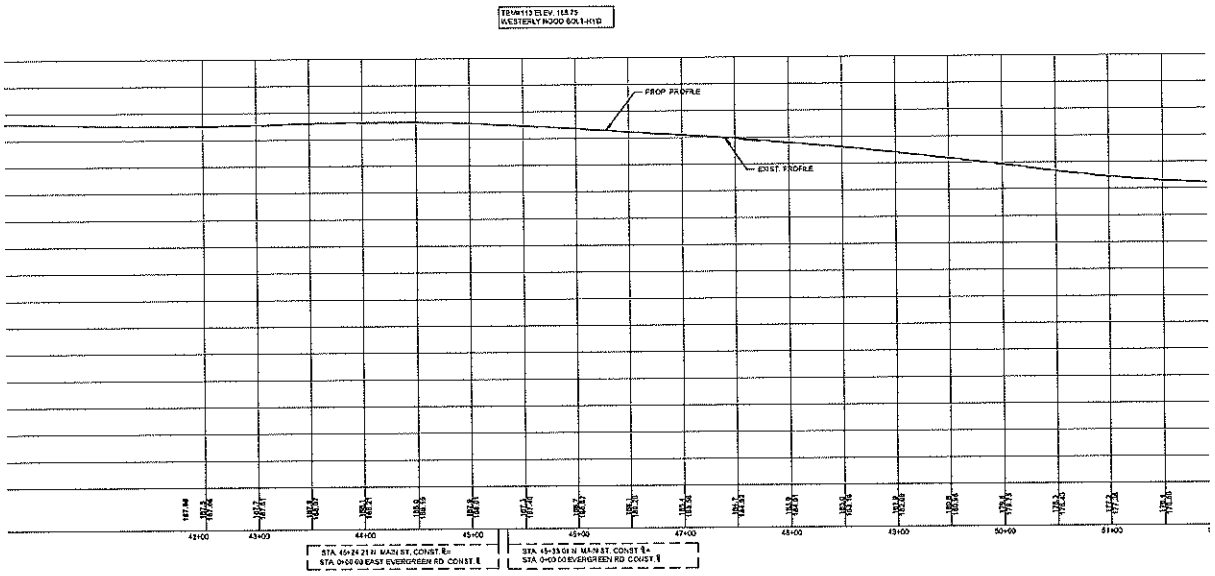


HOR. SCALE IN FEET: 1"=40'
VER. SCALE IN FEET: 1"=8'

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	17	84
PROJECT FILE NO.	606634		

PRELIMINARY RIGHT OF WAY
PROFILE

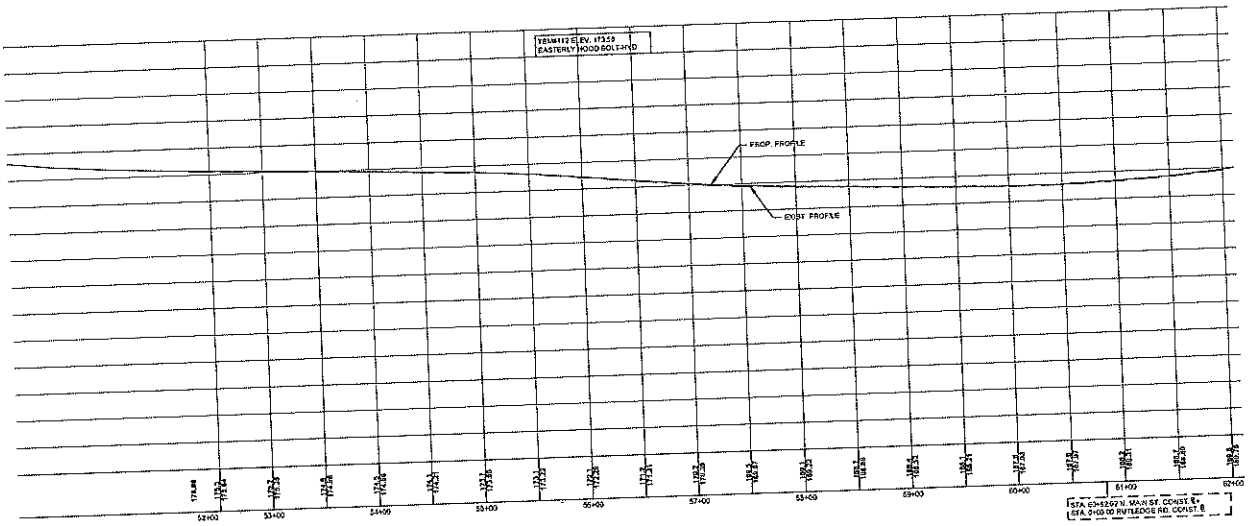


HOR. SCALE IN FEET: 1"=40'
VER. SCALE IN FEET: 1"=8'

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	18	56
PROJECT FILE NO. 60654			

PRELIMINARY RIGHT OF WAY
PROFILE

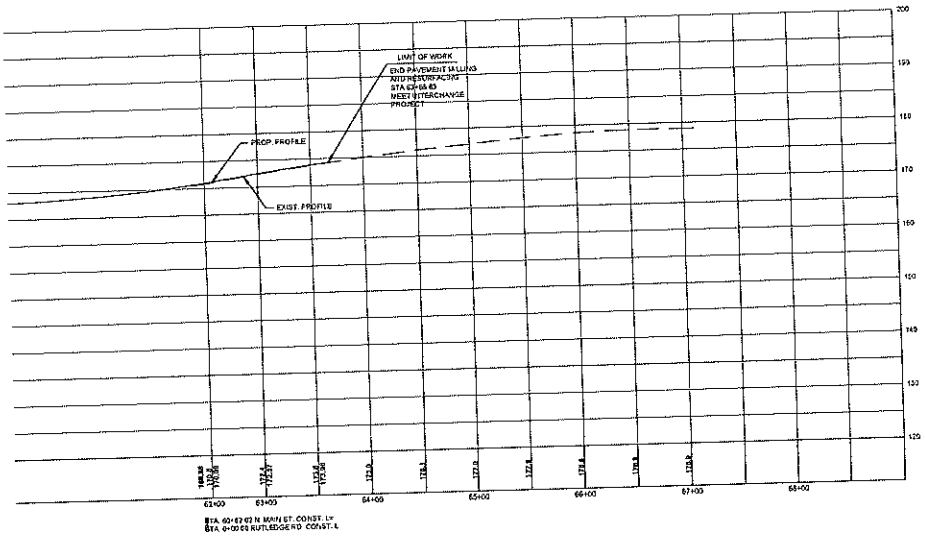


HOR. SCALE IN FEET: 1"=40'
45 0 45 90
VER. SCALE IN FEET: 1"=5'
0 5 10

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	19	64
PROJECT FILE NO. 605334			

PRELIMINARY RIGHT OF WAY
PROFILE



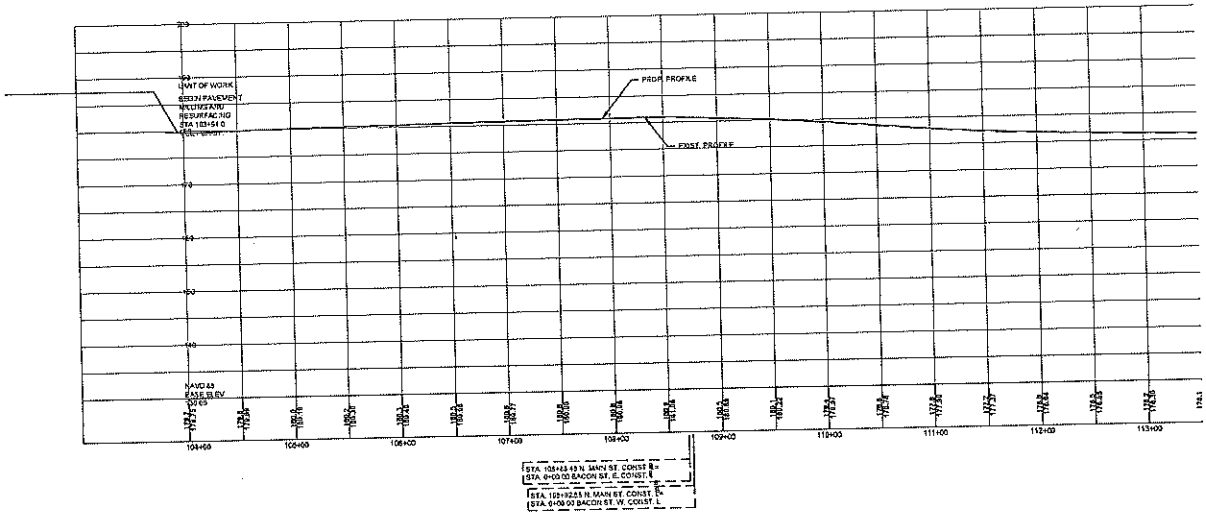
HOR. SCALE IN FEET: 1"=40'
VER. SCALE IN FEET: 1"=5'

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA.	-	23	34
PROJECT FILE NO.		600054	

PRELIMINARY RIGHT OF WAY PROFILE

TBM#310 ELEV. 182.19
EASTERLY HOOD BOLT-HYD

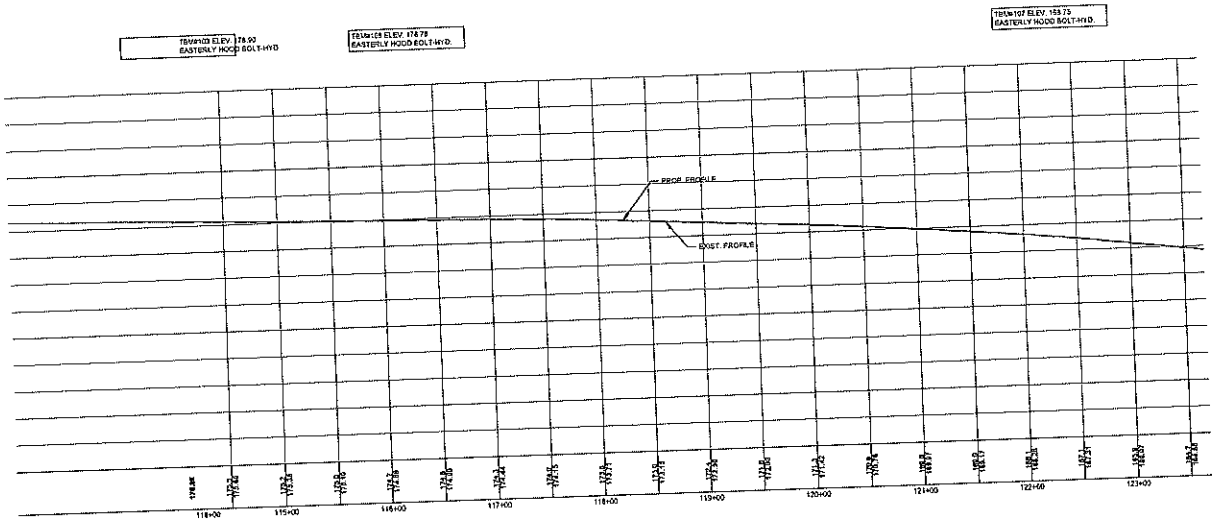


HOR. SCALE IN FEET: 1"=40'
VER. SCALE IN FEET: 1"=5'

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	-	21	64
PROJECT FILE NO.	604234		

PRELIMINARY RIGHT OF WAY PROFILE



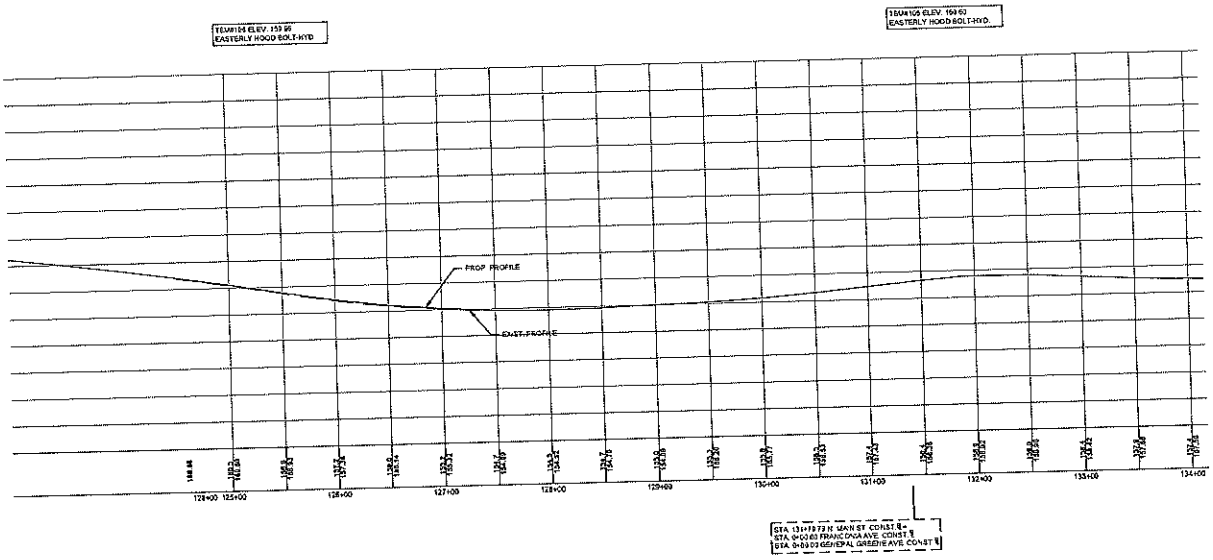
HOR. SCALE IN FEET: 1"=40'

VER. SCALE IN FEET: 1"=5'

NATICK
NORTH MAIN STREET (ROUTE 27)

11-19	FED AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
NA	-	22	24
PROJECT FILE NO. 606334			

PRELIMINARY RIGHT OF WAY PROFILE



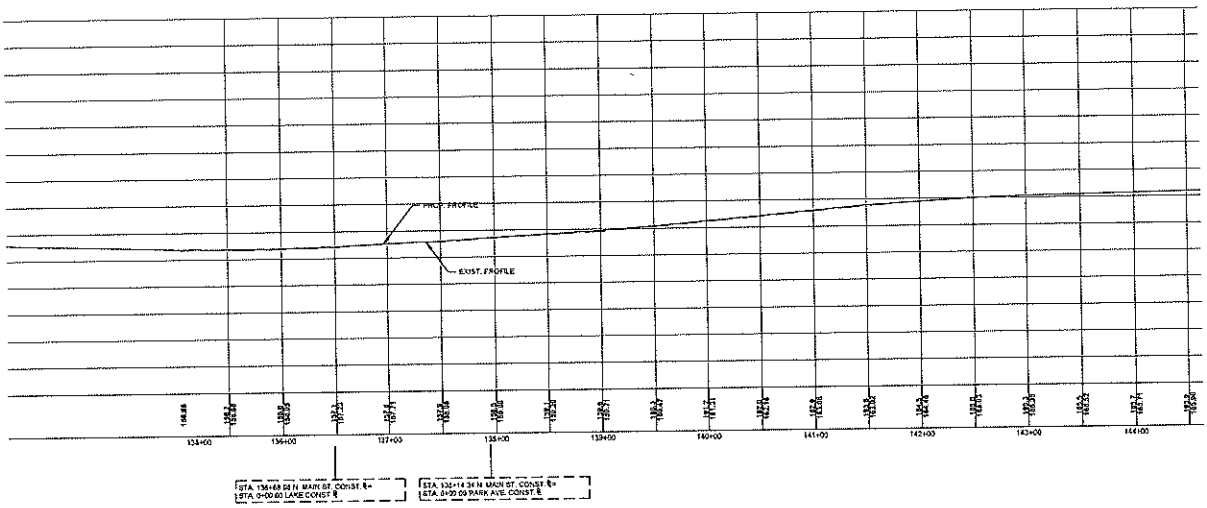
HOR. SCALE IN FEET: 1"=40'
40 0 40 80
8 0 8 16
VER. SCALE IN FEET: 1"=8'

NATICK
NORTH MAIN STREET (ROUTE 27)

27-75	FED. AID PROJ. NO.	S-027-1-(6)	2-027-1
MA	-	23	44
PROJECT FILE NO.		650254	

PRELIMINARY RIGHT OF WAY PROFILE

BENCH 104 ELEV. 163.75
EASTERLY HOOD BOLT-HYD.

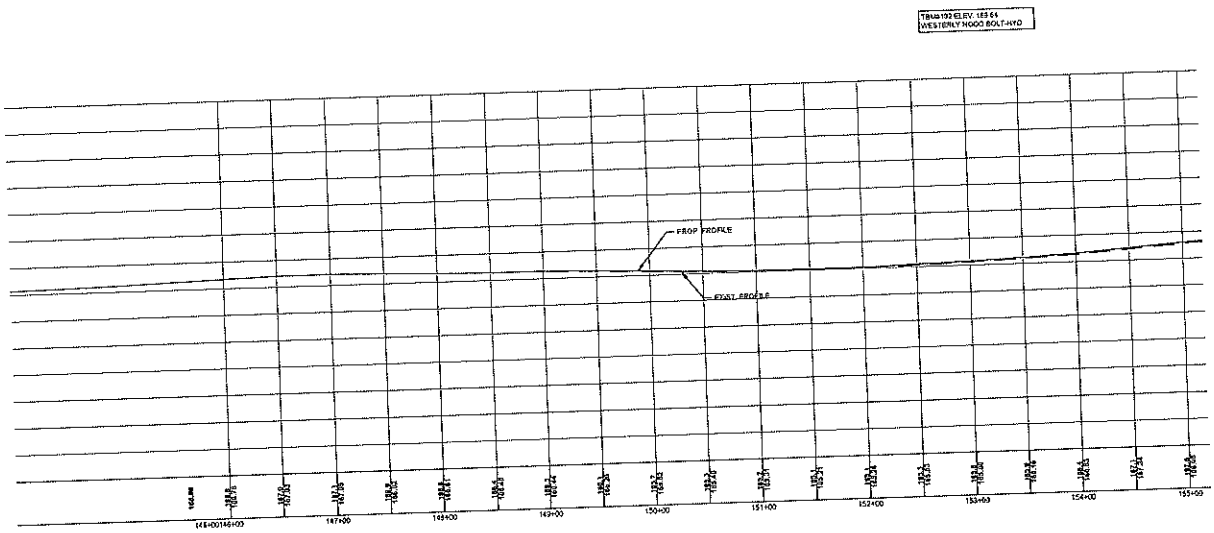


HOR. SCALE IN FEET: 1"=40'
40 0 40 80
VER. SCALE IN FEET: 1"=5'
5 0 5 10

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	-	24	64
PROJECT FILE NO. 605031			

PRELIMINARY RIGHT OF WAY PROFILE



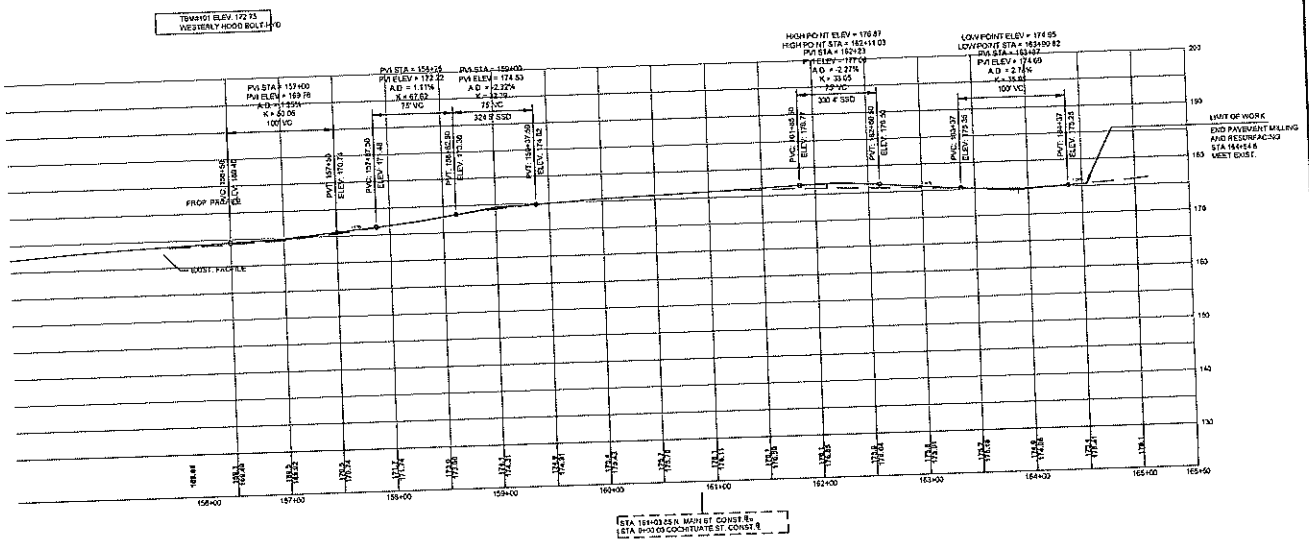
HOR. SCALE IN FEET, 1"=40'
40 0 40 80
20 0 20 40
VER. SCALE IN FEET, 1"=8'

SITE HOW PROFILE SOUTHEAST

NATICK
NORTH MAIN STREET (ROUTE 27)

1			
1			

PRELIMINARY RIGHT OF WAY
PROFILE



NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED AID PROJ. NO.	SHEET	TOTAL SHEETS
MA	-	79	88

PROJECT FILE NO. 625034

PRELIMINARY RIGHT OF WAY
PARCEL SUMMARY SHEET

PARCEL CORRECTED	AREA BEFORE (SQUARE FEET)	AREA OF TAKING (SQUARE FEET +)	AREA REMAINING (SQUARE FEET +)	EASEMENTS TYPE	EASEMENTS (SQUARE FEET +)	SHEET NO	REFERENCE BOOK	REFERENCE PAGE	CERT NO	REMARKS
ANTHONY P. DAEN BETH P. LAMEY				TEMP	331	42	37706	423		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
COMMONWEALTH OF MASSACHUSETTS DEPT. OF NATURAL RESOURCES				TEMP	349	42	NO INFORMATION AVAILABLE			TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
COMMONWEALTH OF MASSACHUSETTS DEPT. OF NATURAL RESOURCES				TEMP	2761	42	NO INFORMATION AVAILABLE			TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
CHRISTOPHER GAGNON ANDREA GAGNON				TEMP	437	42, 43	LC1250	47		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
SYLVESTER MICHAEL MOORE GRETCHEN SKAE MOORE				TEMP	364	43	47043	352		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
SYLVESTER MICHAEL MOORE GRETCHEN SKAE MOORE $1,518	4	51 515				43	47043	352		LAND ACQUISITION FOR NEW CONSTRUCTION
JAMES DAVID GLICK GRACIELA SARAH GLICK				TEMP	86	43	LC1112	105		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
GLENN A. BLOOM ABY L. BLOOM				TEMP	382	43	61452	273		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
SCOTT M. ANDERSEN JOANNE M. ANDERSEN				TEMP	120	43	24560	191		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
RICHARD D. WRIGHT ANETHA M. WRIGHT				TEMP	404	43	16975	332		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JOSEPH P. ZAINO JULIA J. ZAINO				TEMP	133	43	44855	542		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
VICTORIA M. EDDY				TEMP	459	43	40195	378		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
[illegible] ALBORZ				TEMP	252	43	55644	458		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
[illegible] ALBORZ				TEMP	118	43	55644	458		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JOSHUA D. WHITE LYDIA MAI				TEMP	141	43	46558	481		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JOSHUA D. WHITE LYDIA MAI				PERM	54	43	46558	481		PERMANENT EASEMENT FOR UTIL. POLE AND GUY WIRE
CHARLES A. MAZZKOPOS MEGAN D. MAZZKOPOS				TEMP	472	43	34799	210		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DENNIS B. WILLIAMS				TEMP	197	43	49007	372		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
FRANK BILLINGS BRAMON BILLINGS				TEMP	32	43	LC1133	159		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
INHABITANTS OF THE TOWN OF NATICK TAX POSSESSION				TEMP	193	43	6672	272		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
INHABITANTS OF THE TOWN OF NATICK TAX POSSESSION				PERM	39	43, 44	6672	272		PERMANENT EASEMENT FOR UTIL. POLE AND GUY WIRE
WALLACE L. REYCELL FREDERICE L. REYCELL				TEMP	53	44	7481	545		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MASSACHUSETTS TURNPIKE AUTHORITY				TEMP	304	44	—	—		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MASSACHUSETTS TURNPIKE AUTHORITY				TEMP	237	44	—	—		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MASSACHUSETTS TURNPIKE AUTHORITY				TEMP	74	44	—	—		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MASSACHUSETTS TURNPIKE AUTHORITY				TEMP	492	44	—	—		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MASSACHUSETTS TURNPIKE AUTHORITY				TEMP	251	44	—	—		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MASSACHUSETTS TURNPIKE AUTHORITY				PERM	106	44, 45	—	—		PERMANENT EASEMENT FOR POLE RELOCATIONS, AERIAL TRESPASS
MASSACHUSETTS TURNPIKE AUTHORITY				TEMP	632	44	—	—		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MASSACHUSETTS TURNPIKE AUTHORITY				TEMP	143	44	—	—		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MASSACHUSETTS TURNPIKE AUTHORITY				PERM	14	44	—	—		PERMANENT EASEMENT FOR LIGHTING POLE
MASSACHUSETTS TURNPIKE AUTHORITY				TEMP	63	44	—	—		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MASSACHUSETTS TURNPIKE AUTHORITY				TEMP	137	44	33058	219		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TRUMA MUNNICH				PERM	13	44	—	—		PERMANENT EASEMENT FOR UTIL. POLE AND GUY WIRE
MASSACHUSETTS TURNPIKE AUTHORITY				PERM	71	44	33058	219		PERMANENT EASEMENT FOR UTIL. POLE AND GUY WIRE
RUDAK MUNNICH				TEMP	6173	44, 45	13500	25		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ELIZABETH PORTER				PERM	19	45	11330	296		PERMANENT EASEMENT FOR POLE RELOCATIONS, AERIAL TRESPASS
PERRY M. LANGAN				PERM	200	45	4729	57		PERMANENT EASEMENT FOR POLE RELOCATIONS, AERIAL TRESPASS
MASS TURNPIKE AUTHORITY				TEMP	2756	46	6672	272		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
CHURCH OF CHRIST										

NATICK
NORTH MAIN STREET (ROUTE 27)

STA	FED AID PROJ NO	SHEET NO	TOTAL SHEETS
MA	-	27	64
PROJECT REF NO.		604.34	

PRELIMINARY RIGHT OF WAY
PARCEL SUMMARY SHEET

OWNER RECORD	AREA BEFORE (SQUARE FEET)	AREA OF TAKING (SQUARE FEET #)	AREA REMAINING (SQUARE FEET #)	EASEMENTS TYPE	EASEMENTS (SQUARE FEET #)	SHEET NO	REFERENCE BOOK	REFERENCE PAGE	CERT NO	REMARKS
CHURCH OF CHRIST				PERM	557	44	6072	272		AERIAL EASEMENT FOR POLE RELOCATIONS, GRADING
CHURCH OF CHRIST				PERM	22	44	11649	259		AERIAL EASEMENT FOR POLE RELOCATIONS, GRADING
CHURCH OF CHRIST				TEMP	6943	44	11649	259		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
CHURCH OF CHRIST				TEMP	573	44	10051	395		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DAVID F. PORTER ELIZABETH M. PORTER				TEMP	446	46	34602	191		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
315 NORTH MAIN STREET REALTY TRUST, JEROME M. TUCK ARLENE B. TUCK TRS				TEMP	509	46	52879	420		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
REDCOMARK REALTY LLC				TEMP	415	46	LC12242	10		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
REED EAMER				TEMP	258	46	42508	110		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
315 NORTH MAIN STREET REALTY TRUST RICHARD A. ROSSI VS. JR TRS				TEMP	33	46	21767	62		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TEDM J. COLEMAN				TEMP	160	46	21767	62		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TEDM J. COLEMAN				TEMP	492	48	LC1058	37		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
PATRICK A.M. PORTER JULIA R. PORTER				TEMP	95	48	43507	466		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
HENRY CARROLL CHERYL CARROLL				TEMP	85	48	43507	466		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
BRIAN CARROLL CHERYL CARROLL				TEMP	74	46	59610	53		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ROBERT M. ROSS JR.				TEMP	418	46	12683	267		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JEFFREY F. SEECTS				TEMP	206	48	48344	569		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ROBERT J. MUNNICH				TEMP	453	48	30629	270		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DENISE RIZZO				TEMP	129	48	12668	140		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
FRANCENE E. MORRIS				TEMP	160	46, 47	30609	370		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MARK PORTER JANE PORTER				TEMP	254	47	1469	333		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
RAYMOND G. GERMAIN				TEMP	318	47	64563	72		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JOHN F. ROWLEY JR. MAUREEN E. ROWLEY				TEMP	505	47	54421	321		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JAMES HORNE VERNA HORNE				TEMP	215	47	23648	354		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DANIELLI NIEVOI				TEMP	324	47	43252	168		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
HARRY J. MCCALL JR DOROTHY M. BROWN-MCCALL				TEMP	189	47	47025	23		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DUNG NGUYEN				TEMP	335	47	33038	136		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JEFFREY P. EVERETT ROBERT E. FRADLIN JR				TEMP	273	47	49224	246		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
BLISH DOUCETTE				TEMP	127	47	25425	349		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
WALTER O. PORTER JANE M. PORTER				TEMP	247	47	LC642	70		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ERNEST J. BEASLEY CYNTHIA BEASLEY				TEMP	569	47	6832	1		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MASSACHUSETTS TURNPIKE AUTHORITY				TEMP	360	47	24069	479		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DAVID PORTER ELIZABETH PORTER				TEMP	418	47	60694	357		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
FORTIES PARK LLC				TEMP	343	47, 48	53192	578		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TODD BELLOMY ABBY R. BRINTSON				TEMP	379	48	27140	539		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
PETER J. LOBACH, JR				TEMP	219	48	28432	466		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
KATHLEEN SKEDES LEON V. RANDALL				TEMP	227	48	43555	73		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
THOMAS C. TROTOL				TEMP	150	48	22724	356		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ROBERT H. WATKIN				TEMP	200	48	15512	136		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
315 NORTH MAIN STREET REALTY TRUST BRENDAN R. SEECTS, LINDA D. SEECTS, TR				TEMP	377	48	22724	256		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ROBERT H. WATKIN				TEMP	231	48	41260	354		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ROSS REAL ROSSI										

STR RIGHT SUMMARY.DWG

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED AID PROJ NO	SHEET	TOTAL SHEETS
MA	-	38	88

PROJECT FILE NO 605234

PRELIMINARY RIGHT OF WAY
PARCEL SUMMARY SHEET

OWNER OF RECORD	AREA BEFORE (SQUARE FEET)	AREA OF TAKING (SQUARE FEET)	AREA REMAINING (SQUARE FEET)	EASEMENTS TYPE	EASEMENTS (SQUARE FEET)	SHEET NO	REFERENCE BOOK	REFERENCE PAGE	CERT NO	REMARKS
FRANCION DIONYA DEE				TEMP	453	43	42117	545		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
GEORGE J. SHEA TRUSTEE PRISCILLA A. OSTROSCHER				TEMP	456	45	12954	309		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DORIS E. FINNEY (DORIS E. FINNEY REVOCABLE TR				TEMP	156	45	13108	633		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
REBECA B. MASLANKA				TEMP	643	45	21574	250		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
PETER M. MCGOVERN CATHERINE M. MCGOVERN				TEMP	316	45	MC1345	151		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
CURTIS CHARLES TUCKER DAWN CROCKER TUCKER				TEMP	235	46	24312	593		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ALFONSO A. SEVERI JOSEPH A. SEVERI				TEMP	840	46, 49	12469	545		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JAMES R. COFFEY LINDA Y. COFFEY				TEMP	332	49	67537	174		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
BINNY G. SPAULDING				TEMP	163	49	14350	493		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JOSEPH F. HARTIGAN, JR DIANE M. HARTIGAN				TEMP	767	49	24434	395		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DOUGLAS J. ROSS				TEMP	240	49	26724	436		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ROBERT D. DUNCAN ASLLEY A. DUNCAN				TEMP	341	49	55169	97		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JOHN F. REGAN, JR.				TEMP	652	49	33579	290		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JOSEPH A. PIRONI				TEMP	525	49	57372	337		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JOSEPH A. PIRONI	14,654	591	14,063			49	57372	337		LAND ACQUISITION FOR NEW CONSTRUCTION
JOSEPH A. PIRONI				PERM	38	49	57372	337		PERMANENT EASEMENT FOR UTIL. POLE AND GUY WIRE
JOSEPH A. PIRONI				PERM	162	49	57372	337		PERMANENT EASEMENT FOR UTIL. POLE AND GUY
JOSEPH A. PIRONI				TEMP	538	49	165147	162		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MICHAEL W. BURKE JR PATRICIA L. BURKE						49	165147	162		LAND ACQUISITION FOR NEW CONSTRUCTION
MICHAEL W. BURKE PATRICIA L. BURKE	16,472	267	16,155	TEMP	406	49	45614	559		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
442 PROPERTIES, LLC						49	45614	559		LAND ACQUISITION FOR NEW CONSTRUCTION
442 PROPERTIES, LLC	8,712	538	8,119	TEMP	195	49	45614	559		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
442 PROPERTIES, LLC				TEMP	157	50	49644	553		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
442 PROPERTIES, LLC				TEMP	477	50	67160	405		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TIM NEWBURY				TEMP	716	50	29950	309		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
FOREIGN MOTORS REALTY CORP.				TEMP	247	50	25129	455		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
PETER F. HOLSTON TR				TEMP	455	50	33038	559		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DEAN REDINGTON				TEMP	1725	50	6816	498		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ARSEN N. KAPRIELIAN, KAREN G. & ROSE KAPRIELIAN				TEMP	354	50	62591	443		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JOSEPH G. DENARO				TEMP	152	50	55762	335		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TOWN OF NATICK				TEMP	372	51	74932	158		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DEBORAH PATCH				TEMP	455	51	61561	249		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TRIAN-ELIAN ENTERPRISES LLC				TEMP	301	51	29635	445		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DEVELOPER ELIAS LLC TRUDY A. TAYLOR				TEMP	316	51	64075	142		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DEEPAK GAIKWAD JESSE ARUNDHATI M. JOSHAM				TEMP	436	51	52260	533		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TRUSTEE D. FOWLER				TEMP	52	51	2709	565		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
NORTH CEMETERY ASSOCIATION				TEMP	573	51	2709	565		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
NORTH CEMETERY ASSOCIATION				TEMP	659	51	49924	243		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DAVID FRESUTTI LORETTA M. FRESUTTI				TEMP	160	52	7909	478		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
INHABITANTS OF THE TOWN OF NATICK PUBLIC WORKS DEPT.										

OWNER RECORDED	AREA BEFORE (SQUARE FEET)	AREA OF TAKING (SQUARE FEET ±)	AREA REMAINING (SQUARE FEET ±)	EASEMENTS TYPE	EASEMENTS (SQUARE FEET ±)	SHEET NO.	REFERENCE BOOK	REFERENCE PAGE	CERT. NO	REMARKS
SUIT M. TRAN TRUSTEE STEFMANE NSUTN				TEMP	474	52	1285	133		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
SUIT M. TRAN TRUSTEE STEFMANE NSUTN				PERM	35	52	1285	133		PERMANENT EASEMENT FOR UTIL. POLE AND GUY WIRE
185 MAIN ST. LIMITED PARTNERSHIP				TEMP	700	52	24516	147		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
185 MAIN ST. LIMITED PARTNERSHIP						52	24516	147		LAND ACQUISITION FOR ROADWAYS/SIDEWALK
529 MAIN ST. LIMITED PARTNERSHIP	103	103	13911	TEMP	1397	52	15706	22		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
INHABITANTS OF THE TOWN OF NATICK BOARD OF SELECTMEN				PERM	25	52	15706	22		PERMANENT EASEMENT FOR UTIL. POLE AND GUY WIRE
INHABITANTS OF THE TOWN OF NATICK BOARD OF SELECTMEN				TEMP	573	52	56374	230		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
285 NORTH MAIN STREET LLC						52	56374	230		LAND ACQUISITION FOR SIDEWALK
285 NORTH MAIN STREET LLC	17,654	245	17,413	TEMP	769	52	15706	22		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
INHABITANTS OF THE TOWN OF NATICK BOARD OF SELECTMEN'S OFFICE				PERM	29	52	15706	22		PERMANENT EASEMENT FOR UTIL. POLE AND GUY WIRE
INHABITANTS OF THE TOWN OF NATICK BOARD OF SELECTMEN'S OFFICE						52	15706	22		LAND ACQUISITION FOR ROADWAY
INHABITANTS OF THE TOWN OF NATICK BOARD OF SELECTMEN'S OFFICE	55,198	30	55,168	TEMP	1953	52	64575	345		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
BROWN BUSINESS SERVICES LLC C/O SIMONT PROPERTIES				TEMP	58	53, 53	19641	1		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
LAKEWOOD NORTH MAIN REALTY TRUST MICHAEL FRANCHI, TR				TEMP	145	50	50379	1		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
SAMIR A. GURGUIS MERVAT H. SHEHADA				TEMP	52	54	21722	107		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JOSEPH E. GATTOZZI FRANCES F. GATTOZZI				TEMP	245	54	13544	253		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ANTHONY A. FRANCHI, JR. TR S				PERM	212	54	13544	253		AERIAL EASEMENT FOR POLE RELOCATION, GRADING
ANTHONY A. FRANCHI, JR. TR S				TEMP	874	54	35914	55		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DELLI COLLI REALTY LLC				TEMP	136	54	25994	127		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
PETER PRUNTY				PERM	350	54	25994	127		AERIAL EASEMENT FOR POLE RELOCATIONS
PETER PRUNTY				TEMP	252	54	35914	530		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
BHAVEPANI CHAITANYA SATHE				PERM	29	54	35914	530		AERIAL EASEMENT FOR GUY WIRE
BHAVEPANI CHAITANYA SATHE				TEMP	613	54	23956	494		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
KEVIN GOLDSMITH CAROL L. SMARD				PERM	320	54	23956	494		AERIAL EASEMENT FOR POLE RELOCATIONS, GRADING
KEVIN GOLDSMITH CAROL L. SMARD	27,650	125	27,525			54	23956	494		LAND ACQUISITION FOR SIDEWALK
RICHARD S. HUDSON ANNE L. HUDSON				TEMP	333	54	17730	493		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
315-350 NORTH MAIN STREET REALTY LLC	4459	219				54	30727	314		LAND ACQUISITION FOR SIDEWALK
315-350 NORTH MAIN STREET REALTY LLC				TEMP	636	54	30727	314		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
315-350 NORTH MAIN STREET REALTY LLC				PERM	374	54	30727	314		AERIAL EASEMENT FOR POLE RELOCATIONS, GRADING
WILLIAM J. VELLO JOANNA M. VELLO				TEMP	457	54	12227	24		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
LINEAR RETAIL WH #3 LLC C/O NEP				PERM	596	54	48437	72		AERIAL EASEMENT FOR POLE RELOCATIONS, GRADING
LINEAR RETAIL WH #3 LLC C/O NEP				TEMP	1156	54	48437	72		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
LINEAR RETAIL WH #3 LLC C/O NEP	18,731	791	17,557			54	48437	72		LAND ACQUISITION FOR ROADWAYS/SIDEWALK
LINEAR RETAIL WH #3 LLC C/O NEP				PERM	48	54	48437	72		AERIAL EASEMENT FOR GUY WIRE
WILLIAM G. GEORGE MERVAT J. GEORGE				TEMP	791	54	24215	9		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
NATICK INHABITANTS OF THE TOWN FIRE DEPARTMENT	8,700	12				55	1092	3		LAND ACQUISITION FOR SIDEWALK
DAVID S. HOYES JOSHUA CHOU				TEMP	256	54	49173	401		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
SIMON SFAFOS				TEMP	682	55	8523	425		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
SIMON SFAFOS	2,078	838	1,214			55	8523	425		LAND ACQUISITION FOR ROADWAYS/SIDEWALK
SIMON SFAFOS				PERM	253	55	8523	425		AERIAL EASEMENT FOR POLE TO ALLOW CONSTRUCTION

NATICK
NORTH MAIN STREET (ROUTE 27)

DATE	REVISIONS	SHEET	TOTAL SHEETS
MA	PROJECT FILENO 606034	28	84

PRELIMINARY RIGHT OF WAY
PARCEL SUMMARY SHEET

OWNER OF RECORD	AREA BEFORE (SQUARE FEET)	AREA OF TAKING (SQUARE FEET ±)	AREA REMAINING (SQUARE FEET ±)	EASEMENTS TYPE	EASEMENTS (SQUARE FEET ±)	SHEET NO	REFERENCE BOOK	REFERENCE PAGE	CERT. NO	REMARKS
BACON ST. REALTY TRUST PETER & SUSAN DELLICOLLI, TR				TEMP	833	54	LC373	82		TEMPORARY EASEMENT RELOCATIONS, GRADING
BACON ST. REALTY TRUST PETER & SUSAN DELLICOLLI, TR				PERM	42	56	LC373	82		PERMANENT EASEMENT FOR GUY WIRE
BACON ST. REALTY TRUST PETER & SUSAN DELLICOLLI, TR				TEMP	220	54	LC373	82		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
BACON ST. REALTY TRUST PETER & SUSAN DELLICOLLI, TR				PERM	160	54	LC373	82		AERIAL EASEMENT FOR POLE RELOCATION, GRADING
BACON ST. REALTY TRUST PETER & SUSAN DELLICOLLI, TR				TEMP	165	55	765	406		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
NATICK INHABITANTS OF THE TOWN, FIRE DEPARTMENT				TEMP	854	55	6627	576		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
NATICK INHABITANTS OF THE TOWN, SCHOOL COMMITTEE				TEMP	400	55	NO INFORMATION AVAILABLE			TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ROBERTA CANARY				TEMP	300	55	21303	218		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DONALD H. WARREN LISA M. WARREN				TEMP	503	55	37154	277		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
GINA MONTAGNA MICHAEL FRANCIS MONTAGNA				TEMP	168	55	22695	225		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
NORTH MAIN STREET REALTY TRUST CHRISTOPHER DANTONIO, TR				TEMP	287	55	5583	104		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
NATICK INHABITANTS OF THE TOWN SCHOOL COMMITTEE				TEMP	339	55	13043	118		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JOHN A. MERRITT PATRICIA PERRY MERRITT				TEMP	152	55	LC1003	178		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
GEORGE CHAPMAN STACEY CHAPMAN				TEMP	168	55, 56	1765	40		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
NATICK INHABITANTS OF THE TOWN SCHOOL COMMITTEE				TEMP	164	55, 56	45291	59		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TIMOTHY P. MULDOON SUZANNE M. MULDOON				TEMP	44	56	12006	506		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
EDWIN LEUNG				TEMP	65	56	12006	506		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
EDWIN LEUNG				TEMP	374	56	16495	194		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ALAN KAWADLER LYNN S. KAWADLER				TEMP	164	56	43215	179		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
YOUNG LIVING TRUST ROBERT B. AND HELEN M. YOUNG				TEMP	308	56	28538	589		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
WILLIAM J. HOWARD				TEMP	206	56	17915	193		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DAVID C. CARMICHAEL JOCELYNE M. CARMICHAEL				TEMP	408	56	17189	554		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MARC J. DANTONIO BRUCE A. FISHER				TEMP	301	56	4066	254		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ELIZABETH MCKIE				TEMP	222	56	12032	30		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TIMOTHY B. READING LOUELLENE M. READING				TEMP	249	56	18743	325		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
STEVEN P. FRECKMAN LESLIE C. FRECKMAN				TEMP	457	56	47334	155		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JAMES C. TAUMER SUSAN N. JURADO				TEMP	126	56	39033	167		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ADAM C. PLOETZ JESSICA L. ROSON				TEMP	237	56	12299	962		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
FREDERICK L. MERKOWITZ HARRIET MERKOWITZ				TEMP	413	56, 57	30415	224		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
HENRY F. ODEA ALISON ODEA				TEMP	142	56, 57	20625	339		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
GERALD W. HALL MARY L. HALL				TEMP	159	57	45490	260		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ARTUR BUCATEL VONICA BUCATEL				TEMP	159	57	LC1319	125		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
THOMAS MANDINC DEBORAH A. MAIEL				TEMP	34	57	47772	563		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JOHN GREEN				TEMP	37	57	47772	560		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JOHN GREEN				TEMP	51	57	17108	525		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ROBERT H. SIMOES				TEMP	42	57	17108	525		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ROBERT H. SIMOES				TEMP	319	57	LC1035	135		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
CHRISTINE W. CADY BRANDON M. HANES				TEMP	376	57	LC1141	100		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DONG LI				TEMP	420	57	20081	135		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ADAMASTER H. MESQUARITA GONCALVES SILVIA A. ORLIA TEIXEIRA G. TIC										

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	39	84
PROJECT FILE NO.		605034	

PRELIMINARY RIGHT OF WAY
PARCEL SUMMARY SHEET

Plotted on: 31-JA-2014 3:40 PM
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NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED AID PROJ NO	SHEET NO	TOTAL SHEETS
MA	-	31	64

PROJECT FILE NO 80034

PRELIMINARY RIGHT OF WAY
PARCEL SUMMARY SHEET

OWNERS ADDRESS	AREA BEFORE (SQUARE FEET)	AREA OF TAKING (SQUARE FEET ±)	AREA REMAINING (SQUARE FEET ±)	EASEMENTS TYPE	EASEMENTS (SQUARE FEET ±)	SHEET NO	REFERENCE BOOK	REFERENCE PAGE	CERT NO	REMARKS
ERIK GUE				TEMP	63	57	10713	257		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ERLINA BENEDICT BARNATT				TEMP	95	57	19094	243		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ERNESTINA SHANNON				TEMP	279	57	25547	112		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ERNESTINE KEY CHESTLER				TEMP	103	57	29810	442		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MARK S. LEDERHOS EDUARDO C. LEDERHOS				TEMP	502	57	33356	163		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
HELEN W. MILLER GAIL A. JUSTINO MILLER				TEMP	384	57, 58	31221	418		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JENNIFER M. ATWOOD SCOTT J. ATWOOD				TEMP	569	57, 58	44916	250		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JENNIFER M. ATWOOD SCOTT J. ATWOOD				TEMP	65	58	44916	250		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
GREGORY FIORELLI				TEMP	451	58	16224	471		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TOWN OF NATICK				TEMP	574	58	65555	520		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TOWN OF NATICK				TEMP	2034	59	65556	523		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TOWN OF NATICK				TEMP	233	59	66554	523		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TOWN OF NATICK				TEMP	642	59	-	-		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TOWN OF NATICK				PERM	305	59	-	-		AERIAL EASEMENT FOR POLE RELOCATIONS, GRADING
JESSIE GORDON LOUISE M. GORDON				TEMP	373	59	4429	18		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
KEVIN MAKKAS HELEN MAKKAS				TEMP	173	59	11861	573		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JEFFREY W. MURRAY CAROL MURRAY				TEMP	575	59	12158	401		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ANTHONY F. CIOCCA JEANNE M. CIOCCA				TEMP	769	59	47696	459		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MORSE NATICK DEVELOPMENT LLC CO RYAN LLS PTS				TEMP	1996	59, 60	19600	552		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MORSE NATICK DEVELOPMENT LLC CO RYAN LLS PTS				PERM	920	59	19600	552		AERIAL EASEMENT FOR POLE RELOCATIONS, GRADING
LANDMARK REALTY TRUST TRUSTEE GEORGE C. FUNARI, TRUSTEE				TEMP	200	59	16087	356		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
LANDMARK REALTY TRUST GEORGE C. FUNARI, TRUSTEE	30,061	346	29,715			59	16087	356		LAND ACQUISITION FOR NEW CONSTRUCTION
LANDMARK REALTY TRUST GEORGE C. FUNARI, TRUSTEE				PERM	247	59	16087	359		PERMANENT EASEMENT FOR UTIL. POLE AND GWY
LOUISE MEARES MICHAEL MEARES				TEMP	345	59	38974	355		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TANDRE M. ROBERTS				TEMP	251	59	——	——		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ERIC W. ANDERSEN JENNIFER D. ANDERSEN				TEMP	315	60	LC1251	61		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ERIC W. ANDERSEN JENNIFER D. ANDERSEN	11,624	73	11,623			60	LC1251	61		LAND ACQUISITION FOR ROADWAY/SIDEWALK
RONALD E. FOX CHRISTINE ANNE FOX				TEMP	356	60	LC1075	17		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DOUGLAS G. MELANSON JEANNE M. MELANSON				TEMP	836	60	29009	80		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DOUGLAS G. MELANSON JEANNE M. MELANSON				PERM	61	60	29009	80		PERMANENT EASEMENT FOR GUY WIRE
NICHOLAS S. MASAROTTI JEANNE MASAROTTI				TEMP	512	60	28893	433		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ERNESTO RAUH				TEMP	265	60	45297	411		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MARY MACINTOSH ERIN MACINTOSH				TEMP	96	60	49420	98		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
PATRICK V. MACDONNELL ANGELA MACDONNELL				TEMP	333	60	6190	523		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
PATRICK V. MACDONNELL ANGELA MACDONNELL	15,115	320	14,637			60	49169	75		LAND ACQUISITION FOR ROADWAY
PATRICK V. MACDONNELL ANGELA MACDONNELL				PERM	39	60	6190	523		PERMANENT EASEMENT FOR GUY WIRE
THE HILLS OF NATICK CORPORATION MICHAEL F. CARLETTI				TEMP	2241	61	28568	219		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JOHN BURKE				TEMP	829	61	21429	104		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
JONEIA BURKE	25,309	134	25,175			61	21429	104		LAND ACQUISITION FOR NEW CONSTRUCTION
RUEVA BURKE				PERM	35	61	21429	104		PERMANENT EASEMENT FOR GUY WIRE

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	NO FEDERAL NO.	PARCEL	TOTAL PARCELS
MA		22	64
	PROJECT FILE NO	606364	

PRELIMINARY RIGHT OF WAY
PARCEL SUMMARY SHEET

OWNER ADDRESS	AREA BEFORE (SQUARE FEET)	AREA OF TAKING (SQUARE FEET #)	AREA REMAINING (SQUARE FEET #)	EASEMENTS TYPE	EASEMENTS (SQUARE FEET #)	SHEET NO	REFERENCE BOOK	REFERENCE PAGE	CERT NO	REMARKS
JOSHUA GRANSKY JEREMY D GRANSKY				TEMP	65	62	33113	142		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DR 910 LLC				TEMP	503	62	31295	527		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
RICHARD M. BRADDOCK				TEMP	1057	62	22944	342		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
GABRIEL NR ALEX A. BLUMENTHAL				TEMP	369	62	31581	153		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
WILLIAM J. THISTLE CATHERINE THISTLE				TEMP	534	62	19063	426		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
18 NORTH MAIN STREET REALTY TRUST BORIS OLGA KUZNANOV TRS				TEMP	1020	62	34961	210		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
NICOLAS LIDONNI CLARA MARIA LIDONNI				TEMP	258	62	12514	296		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
NATALYA TARASH PAVEL TARASYN				TEMP	180	62	9159	296		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
ROBERT M. MOULTON SEAN M. MOULTON				TEMP	1742	62	21455	183		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
THOMAS MULHERN				TEMP	277	62	LC1172	84		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
28 NORTH MAIN ST., LLC				TEMP	1643	62, 63	30409	408		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
PHILLIPS FAMILY KIAMREE TRUST KENNETH B. PHILLIPS SR.				TEMP	1567	63	43165	272		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
BRIAN COHEN				TEMP	212	63	34318	304		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
CHRISTOPHER L. GREEN				TEMP	520	63	37565	95		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
NE LAKE FAMILY REALTY TRUST WILLIAM G. LAKE AND BARBARA E. WALSH TRS				TEMP	222	63	34599	441		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
FRANK J. MCGRATH				TEMP	199	63	44370	287		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DAVID SEELEY KATHLEEN MCCUE SEELEY				TEMP	323	63	45692	407		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MICHAEL R. BRADLEY 370 MAIN STREET TRUST				TEMP	107	63	20419	52		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MICHAEL R. BRADLEY 370 MAIN STREET TRUST				TEMP	152	63	20419	52		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DENISE H. WARNOCK BRIAN G. WARNOCK				TEMP	157	63	43255	95		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
RONALD L. TADDEO ARTHUR C. TADDEO				TEMP	1402	63	36556	188		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TEYCO COMPANY LLC				TEMP	190	63	37654	553		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
BRIGITH H. AMRHEIN				TEMP	1962	63, 64	36306	173		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
BHUSAN J. SHAH CONSHANA SHAH				TEMP	379	63	43769	12		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MEDES AUTO SERVICE INC				TEMP	875	64	45843	347		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MARION M. FIORENZI				TEMP	1713	64	32353	49		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MEGAN V. BERNDSEN				TEMP	606	64	31021	566		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DAVID S. CARTER				TEMP	558	64	17372	15		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
MEE TRUST, THOMAS E. AND KAREN S. MORANCE, TRS				TEMP	234	64	41603	478		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
DPK REALTY TRUST MIKE KARASIS, TRUSTEE				TEMP	491	64	LC1310	29		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
BROOK ST. REALTY TRUST PETER & SUSAN DELUCCOLI, TR				TEMP	189	65	LC973	82		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
CHURCH OF CHRIST				TEMP	4743	44	LCC682	100		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
CHURCH OF CHRIST				TEMP	65	44	LCC682	100		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
BRIAN M. WOODBURY				TEMP	66	45	42135	422		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
BRIAN M. WOODBURY				TEMP	22	45	42135	422		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
PATRICK J. OMALLEY CATHERINE A. OMALLEY				TEMP	815	63, 64	26381	366		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
TRUST NO				TEMP	295	62	L134	109		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
OWNER UNKNOWN				TEMP	1169	43	—	—		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
REGIS E HOUSE LLC				TEMP	40	62	67508	115		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION
EVA KLAFLEUR KATE LAFLEUR				TEMP	20	63	57369	1		TEMPORARY EASEMENT TO ALLOW CONSTRUCTION

NATICK
NORTH MAIN STREET (ROUTE 27)

DATE	REVISED PROPERTY	SHEET NO	TOTAL SHEETS
N/A	-	33	66
PROJECT FILE NO	60594		

PRELIMINARY RIGHT OF WAY
PARCEL SUMMARY SHEET

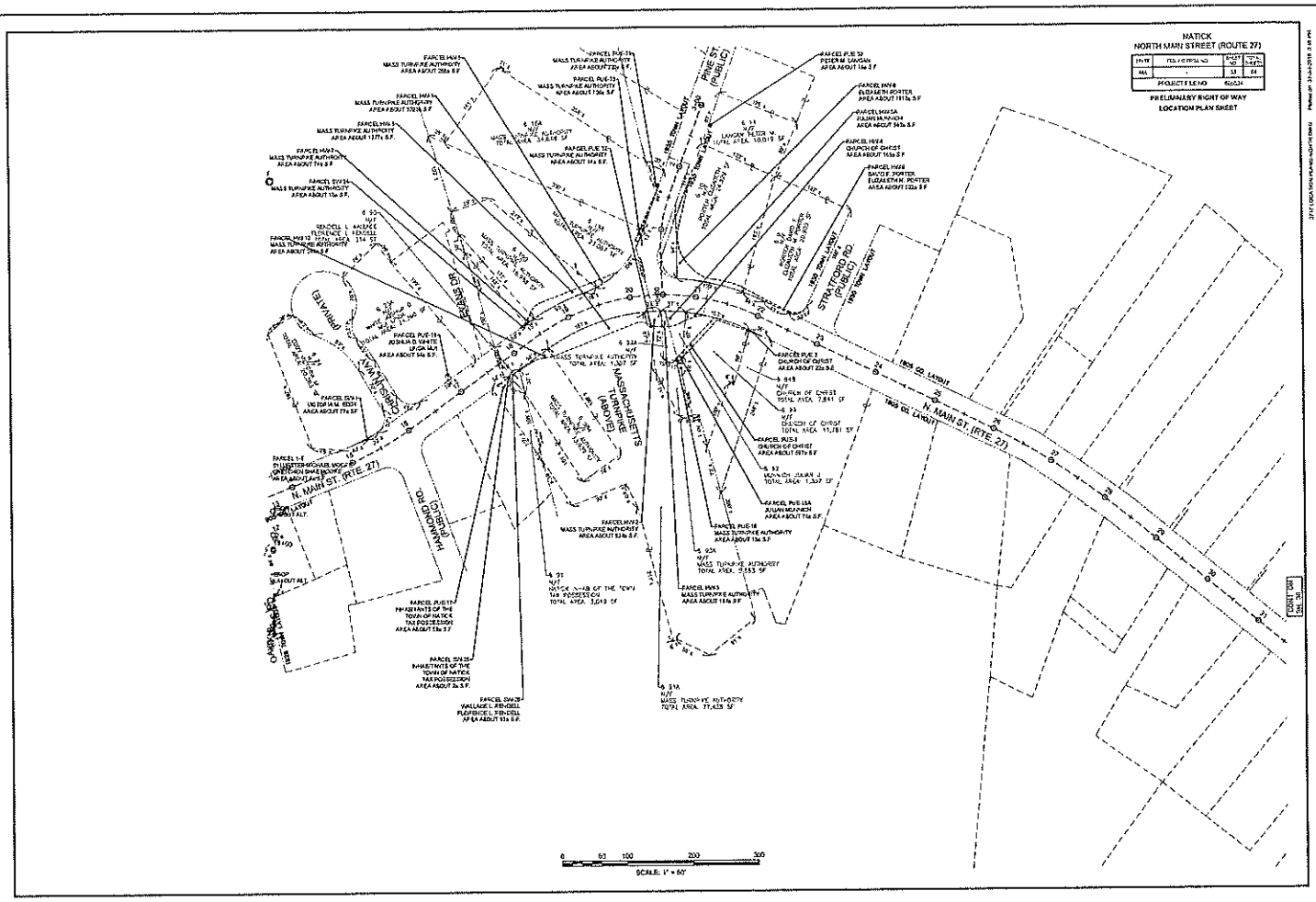
OWNER OF RECORD	AREA BEFORE (SQUARE FEET)	AREA OF TAKING (SQUARE FEET 3)	AREA REMAINING (SQUARE FEET 3)	EASEMENTS TYPE	EASEMENTS (SQUARE FEET 3)	SHEET NO	REFERENCE BOOK	REFERENCE PAGE	CERT NO	REMARKS
NHUT M. TRAN STEPHANIE NGUYEN				DRAINAGE	1695	52	1283	153		PIPE, STONE CHECK DAM, NEW OUTFALL
INHABITANTS OF THE TOWN OF NATICK BOARD OF SELECTMEN				DRAINAGE	545	52	13706	22		PIPE, STONE CHECK DAM, NEW OUTFALL
ARON W. MILLER ERIK A. JUSTINO MILLER				DRAINAGE	2265	58	34291	615		DRAINAGE EASEMENT FOR DETENTION BASIN
ARON W. MILLER ERIK A. JUSTINO MILLER				DRAINAGE	4851	58	43838	3		DRAINAGE EASEMENT FOR DETENTION BASIN
DALVO C. RAUH				DRAINAGE	55	60	X	X		DRAINAGE EASEMENT FOR EXIST. 36" OUTFALL PIPE
JOSEPH A. PAROLI				MAST ARM	49	49	50334	84		PERMANENT EASEMENT FOR SIGNAL MAST ARM
MARK SERAFOS				MAST ARM	20	44, 45	6573	433		PERMANENT EASEMENT FOR SIGNAL MAST ARM
JEFFREY W. MURRAY CAROL MURRAY				MAST ARM	8	59	12456	401		PERMANENT EASEMENT FOR PEDESTRIAN POST
JEFFREY D. MURRAY CAROL MURRAY				MAST ARM	64	59	12456	401		PERMANENT EASEMENT FOR SIGNAL MAST ARM
ANTHONY F. COCCA JEANNE M. COCCA				MAST ARM	64	59	47896	459		PERMANENT EASEMENT FOR SIGNAL MAST ARM
ANTHONY F. COCCA JEANNE M. COCCA				MAST ARM	6	59	47896	459		PERMANENT EASEMENT FOR PEDESTRIAN POST
DOROTHY M. COCCA				PERMANENT SIDEWALK	37	45	60199	376		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
JOHN F. REGAN, JR.				PERMANENT SIDEWALK	65	49	33375	253		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
NHUT M. TRAN STEPHANIE NGUYEN				PERMANENT SIDEWALK	285	52	1283	130		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
INHABITANTS OF THE TOWN OF NATICK BOARD OF SELECTMEN				PERMANENT SIDEWALK	624	52	13706	22		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
INHABITANTS OF THE TOWN OF NATICK BOARD OF SELECTMEN'S OFFICE				PERMANENT SIDEWALK	1144	52	13706	22		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
RINA MEKANI CHAITANYA SATHE				PERMANENT SIDEWALK	50	54	35914	550		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
WILLIAM J. VELLO DONNA M. VELLO				PERMANENT SIDEWALK	215	54	12227	24		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
THOMAS MANDIA DEBORAH A. MAE				PERMANENT SIDEWALK	14	57	LC1319	126		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
TOWN OF NATICK				PERMANENT SIDEWALK	641	59	66555	503		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
TOWN OF NATICK				PERMANENT SIDEWALK	87	59	-	-		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
TOWN OF NATICK				PERMANENT SIDEWALK	12	59	-	-		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
ANTHONY F. COCCA JEANNE M. COCCA				PERMANENT SIDEWALK	105	59	47896	459		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
CHRISTOPHER L. GREEN				PERMANENT SIDEWALK	44	63	22558	22566		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
J.E. LOVE FAMILY REALTY TRUST WILLIAM G. LOVE AND BARBARA E. WALSH, TRS				PERMANENT SIDEWALK	18	63	34299	441		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
FRANK J. MCGRATH				PERMANENT SIDEWALK	5	63	44570	257		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
BHARGAV J. SHAH DAKSHANA SHAH				PERMANENT SIDEWALK	1	63	43769	12		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
CRK REALTY TRUST ARDOUKARAS S. TRUSTEE				PERMANENT SIDEWALK	41	64	LC1110	20		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
MASS TURNPIKE AUTHORITY				PERMANENT SIDEWALK	10	64	——	——		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
INHABITANTS OF THE TOWN OF NATICK TAX POSSESSION				PERMANENT SIDEWALK	2	64	6972	272		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
WALLACE L. REDDELL FLORENCE L. REDDELL				PERMANENT SIDEWALK	13	64	7461	540		PERMANENT EASEMENT FOR PUBLIC SIDEWALK

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED AID PROJ NO.	SHEET NO.	TOTAL SHEETS
MA	-	58	58
PROJECT FILE NO.	604004		

PRELIMINARY RIGHT OF WAY
PARCEL SUMMARY SHEET

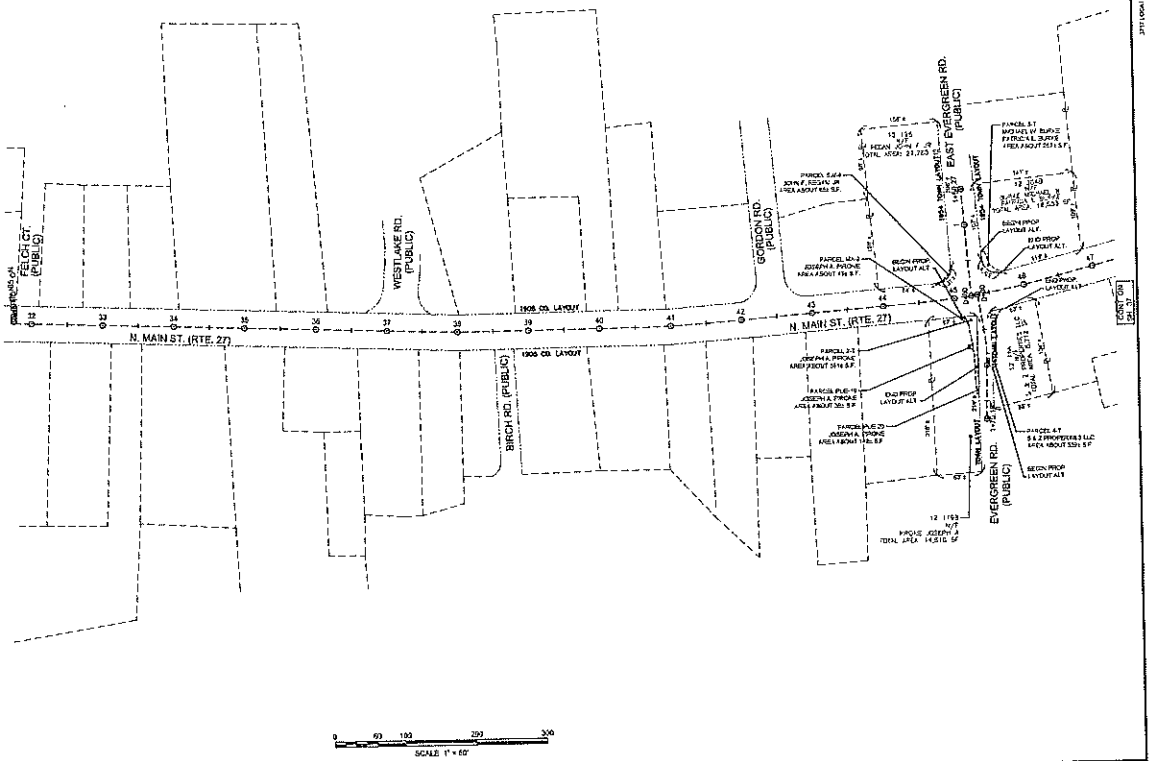
OWNER OF RECORD	AREA BEFORE (SQUARE FEET)	AREA OF TAKING (SQUARE FEET ±)	AREA REMAINING (SQUARE FEET ±)	EASEMENTS TYPE	EASEMENTS (SQUARE FEET ±)	SHEET NO	REFERENCE BOOK	REFERENCE PAGE	CERT NO	REMARKS
LAKEWOOD NORTH MAIN REALTY TRUST PATRICIA L. FRANCIS, TR				PERMANENT SIDEWALK	3	52, 53	16641	1		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
BACON BUSINESS SERVICES LLC C/O SLAMAT PROPERTIES				PERMANENT SIDEWALK	414	52	64575	313		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
EDWARD S. HUDSON KAREN L. HUDSON				PERMANENT SIDEWALK	145	54	17729	490		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
LINEAR RETAIL W.P. #3 LLC C/O TMP				PERMANENT SIDEWALK	99	54	48437	72		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
WILLIAM O. GEORGE BEVERLY J. GEORGE				PERMANENT SIDEWALK	78	54	28315	9		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
BACON ST. REALTY TRUST PETER & SUSAN DELLICOLLI, TR				PERMANENT SIDEWALK	25	55	LC973	63		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
ROBERTA CAHAR				PERMANENT SIDEWALK	105	55	NO INFORMATION AVAILABLE			PERMANENT EASEMENT FOR PUBLIC SIDEWALK
DONALD H. WARREN DAVID WARREN				PERMANENT SIDEWALK	97	55	24389	218		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
GINA MONTAGNA RICHARD FRANCIS MONTAGNA				PERMANENT SIDEWALK	3	55	37154	277		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
MCRAY NATICK DEVELOPMENT LLC C/O RAM LLC PTS				PERMANENT SIDEWALK	457	53	18600	552		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
MARC MACINTOSH BRIAN MACINTOSH				PERMANENT SIDEWALK	33	60	49929	36		PERMANENT EASEMENT FOR PUBLIC SIDEWALK
MASS TURNPIKE AUTHORITY				PERMANENT HIGHWAY	3923	44				PERMANENT EASEMENT FOR ROADWAY CONSTRUCTION
MASS TURNPIKE AUTHORITY				PERMANENT HIGHWAY	524	44				PERMANENT EASEMENT FOR ROADWAY CONSTRUCTION
MASS TURNPIKE AUTHORITY				PERMANENT HIGHWAY	194	44				PERMANENT EASEMENT FOR ROADWAY CONSTRUCTION
BRIAN HUNNICH				PERMANENT HIGHWAY	542	44	48344	569		PERMANENT EASEMENT FOR ROADWAY CONSTRUCTION
CHURCH OF CHRIST				PERMANENT HIGHWAY	169	44	6672	372		PERMANENT EASEMENT FOR ROADWAY CONSTRUCTION
MASS TURNPIKE AUTHORITY				PERMANENT HIGHWAY	1277	44				PERMANENT EASEMENT FOR ROADWAY CONSTRUCTION
MASS TURNPIKE AUTHORITY				PERMANENT HIGHWAY	266	44				PERMANENT EASEMENT FOR ROADWAY CONSTRUCTION
MASS TURNPIKE AUTHORITY				PERMANENT HIGHWAY	74	44				PERMANENT EASEMENT FOR ROADWAY CONSTRUCTION
ROBERTH PORTER				PERMANENT HIGHWAY	1812	44	13500	25		PERMANENT EASEMENT FOR ROADWAY CONSTRUCTION
DAVID F. PORTER ELIZABETH M. PORTER				PERMANENT HIGHWAY	302	44	16831	356		PERMANENT EASEMENT FOR ROADWAY CONSTRUCTION
MASSTURNPIKE AUTHORITY				PERMANENT HIGHWAY	218	44				PERMANENT EASEMENT FOR ROADWAY CONSTRUCTION
TOWN OF NATICK				PERMANENT HIGHWAY	921	59	-	-		PERMANENT EASEMENT FOR ROADWAY CONSTRUCTION
TOWN OF NATICK				PERMANENT HIGHWAY	3450	59	66568	503		PERMANENT EASEMENT FOR ROADWAY CONSTRUCTION


NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
LOCATION PLAN SHEET
N. MAIN ST. (RTE. 27)
PINE ST. (PUBLIC)
STRATFORD RD. (PUBLIC)
HAMMOND RD. (PUBLIC)
MASSACHUSETTS TURNPIKE (ABOVE)
SCALE: 1" = 50'

NATICK
NORTH MAIN STREET (ROUTE 27)

DATE	REVISION	SHEET NO.	TOTAL SHEETS
		33	64
	PROJECT FILE NO.	60534	

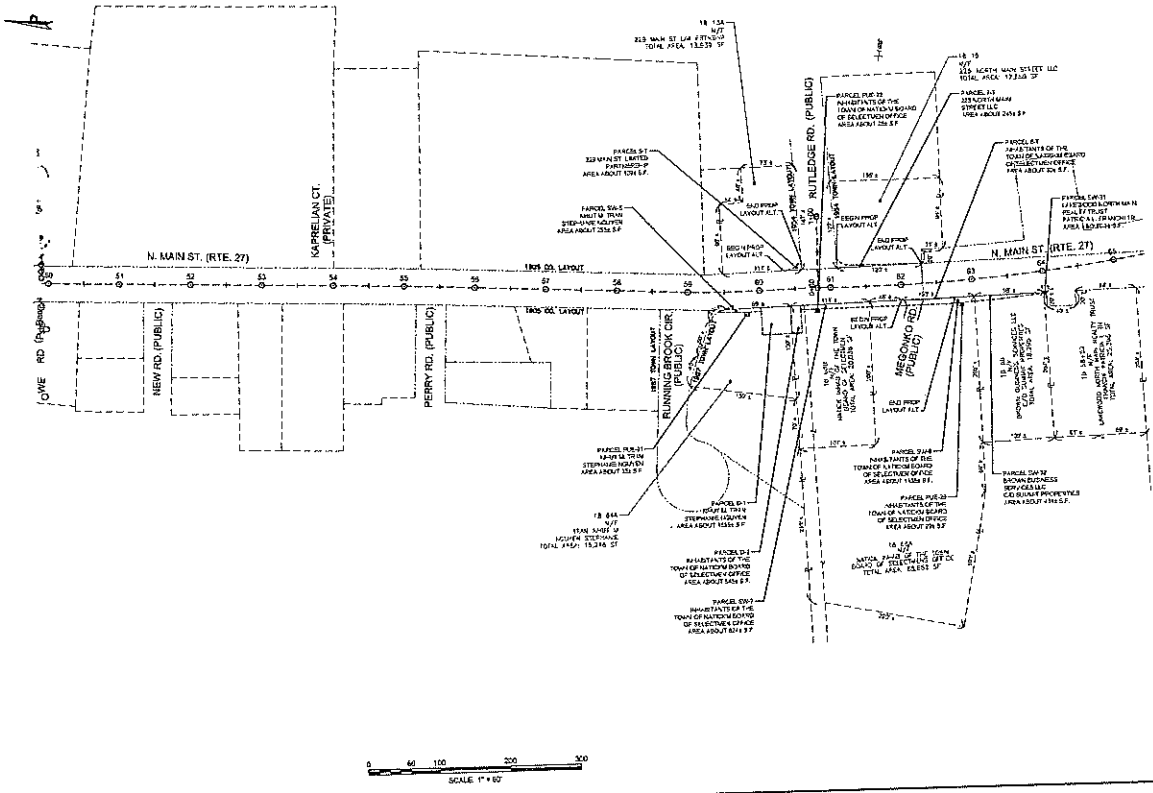
PRELIMINARY RIGHT OF WAY
LOCATION PLAN SHEET



NATICK
NORTH MAIN STREET (ROUTE 27)

FEDERAL AID PROJECT NO.		SHEET NO.	TOTAL SHEETS
		3F	54
PROJECT FILE NO.	605014		

PRELIMINARY RIGHT OF WAY
LOCATION PLAN SHEET

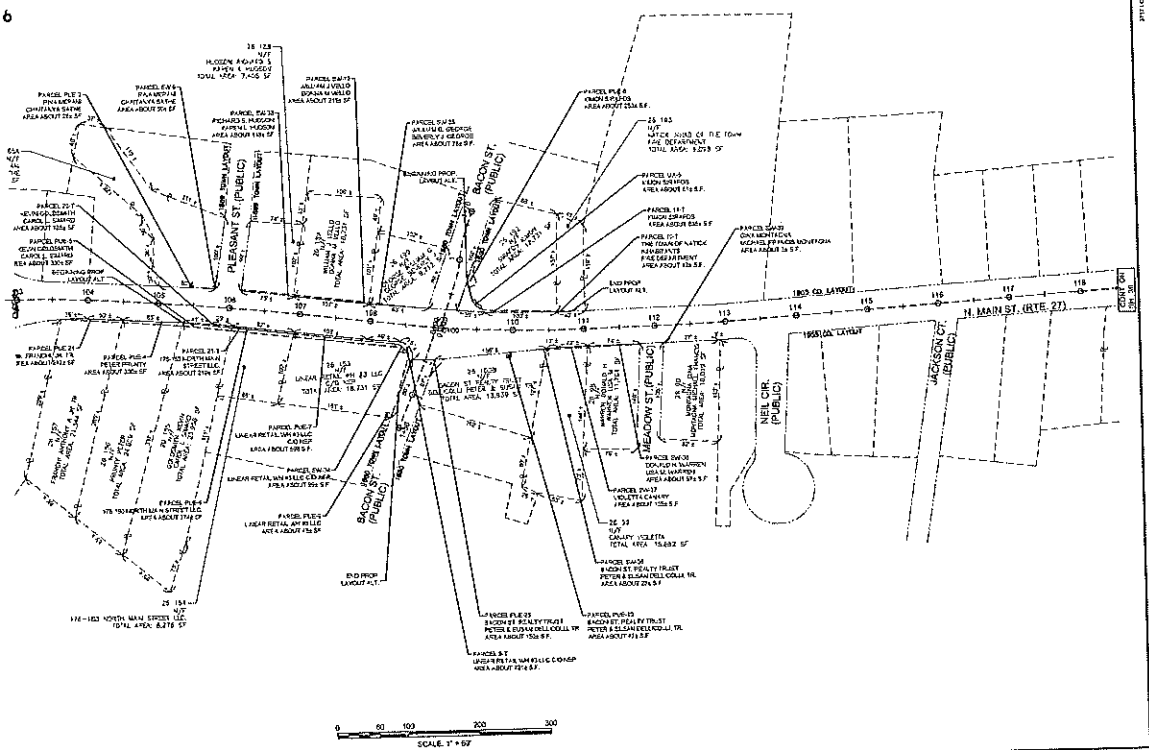


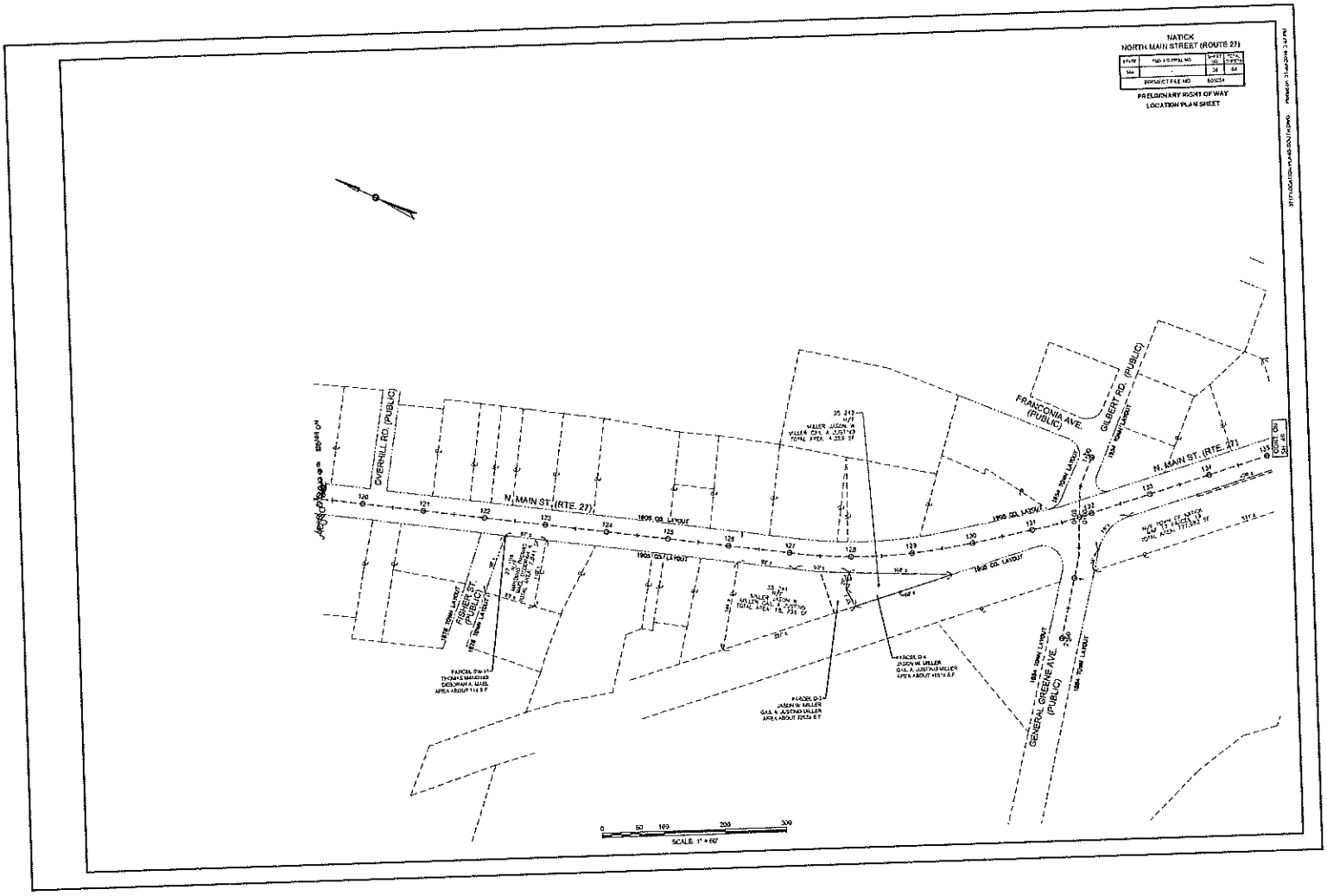
NATICK
NORTH MAIN STREET (ROUTE 27)

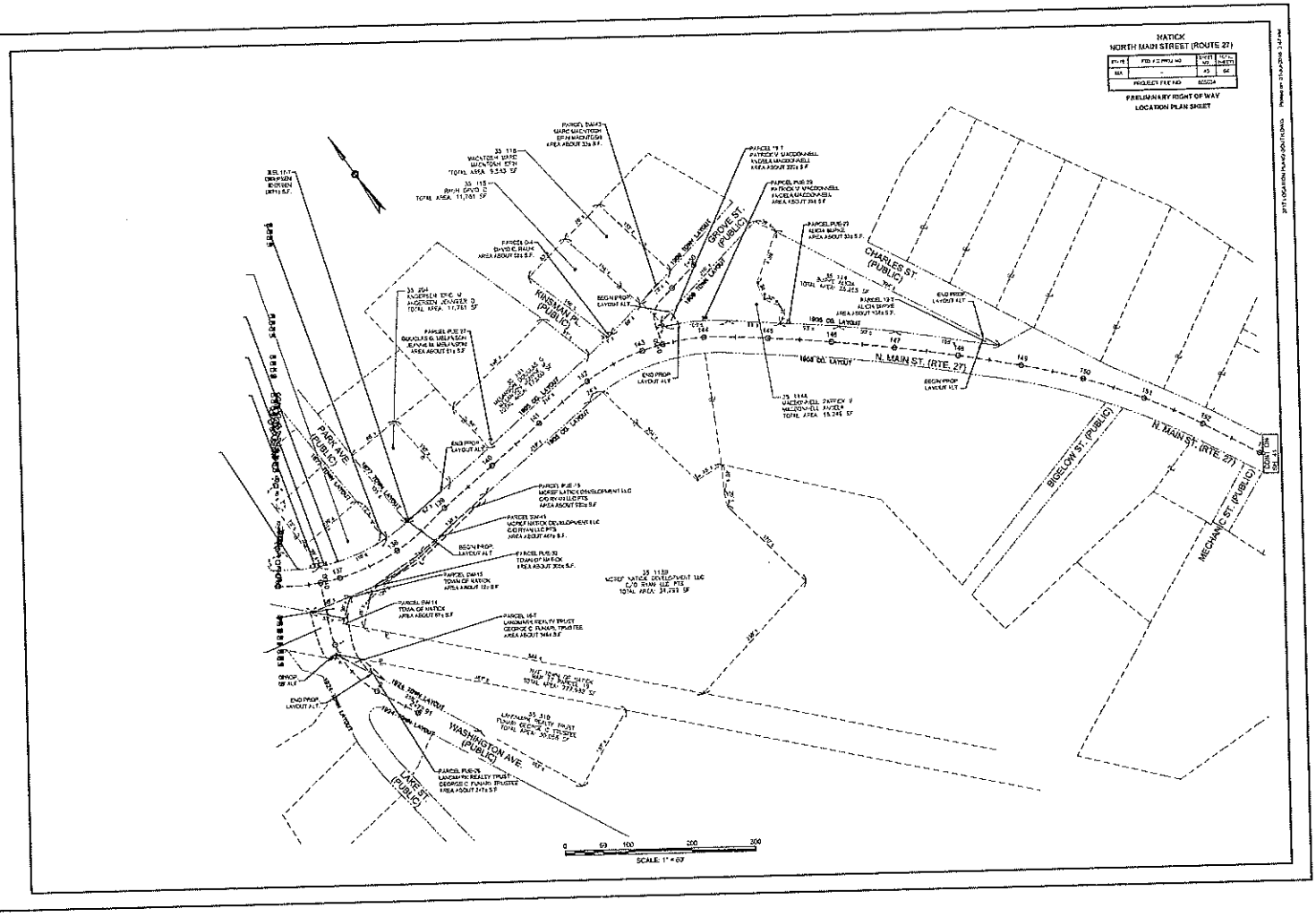
PR/TE	HIGH-2 PROJ NO.	SHEET NO.	TOTAL SHEETS
N/A	-	34	64
PROJECT FILE NO.	606334		

PRELIMINARY RIGHT OF WAY
LOCATION PLAN SHEET

6



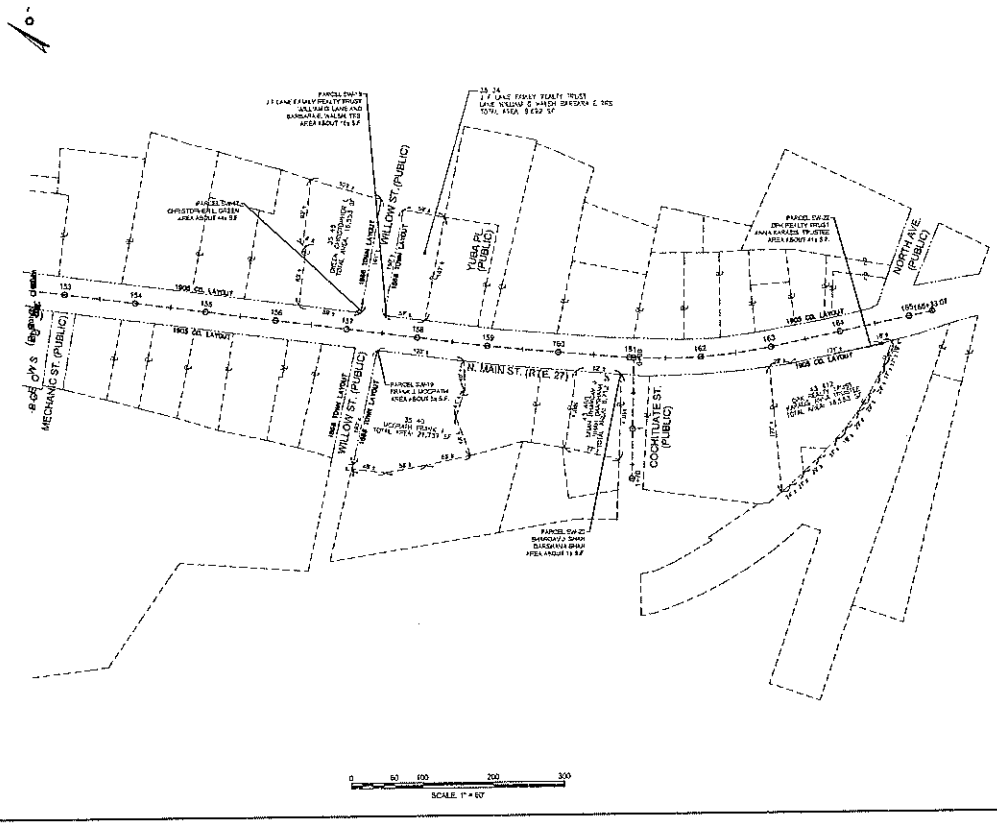

NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
LOCATION PLAN SHEET
N. MAIN ST. (RTE. 27)
OVERHILL RD. (PUBLIC)
FRANCONIA AVE. (PUBLIC)
GILBERT RD. (PUBLIC)
GENERAL GREENE AVE. (PUBLIC)
SCALE 1" = 60'


NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
LOCATION PLAN SHEET
N. MAIN ST. (RTE. 27)
CHARLES ST. (PUBLIC)
GROVE ST. (PUBLIC)
KINGSMAN PL. (PUBLIC)
PARK AVE. (PUBLIC)
WASHINGTON AVE. (PUBLIC)
LAKE ST. (PUBLIC)
SIGELOW ST. (PUBLIC)
MECHANIC ST. (PUBLIC)
SCALE: 1" = 60'

NATICK
NORTH MAIN STREET (ROUTE 27)

STATE	FED AID PROJ NO	SHEET NO	TOTAL SHEETS
MA		11	64
PROJECT I.D. NO. 604204			

PRELIMINARY RIGHT OF WAY
LOCATION PLAN SHEET



NATICK
NORTH MAIN STREET (ROUTE 27)

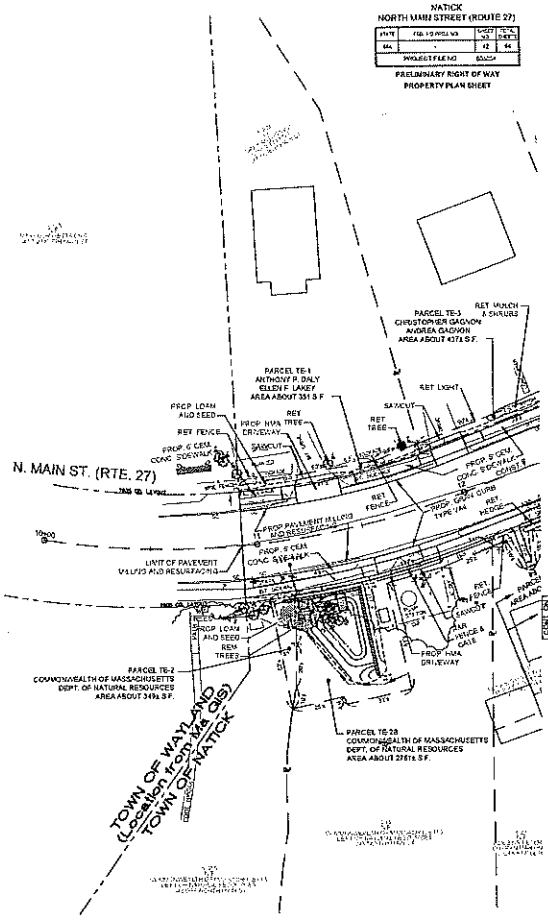
STATE	FED. AID PROJ. NO.	SHEET	TOTAL SHEETS
MA	-	12	64
PROJECT FILE NO.		604254	

PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET

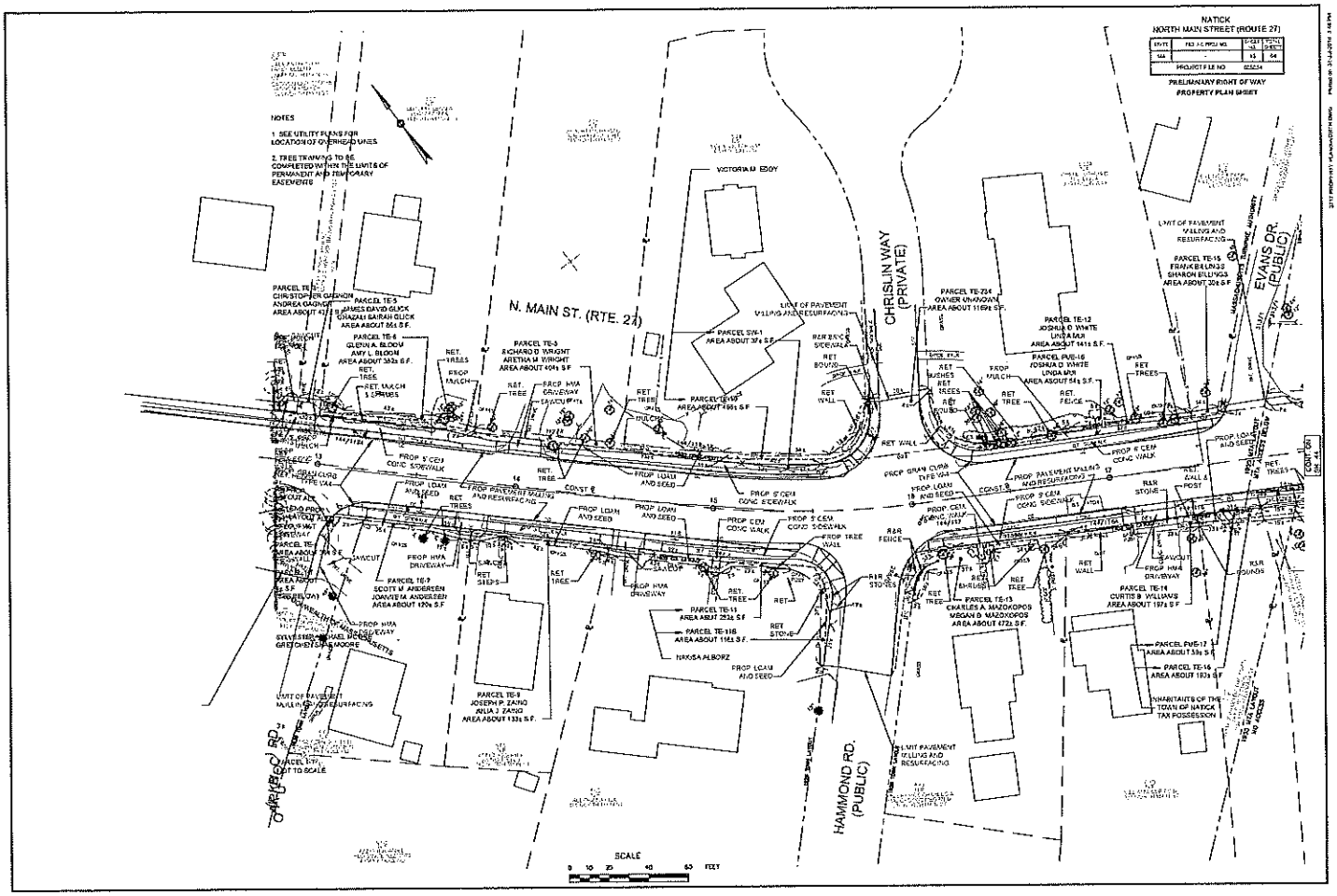
NOTES

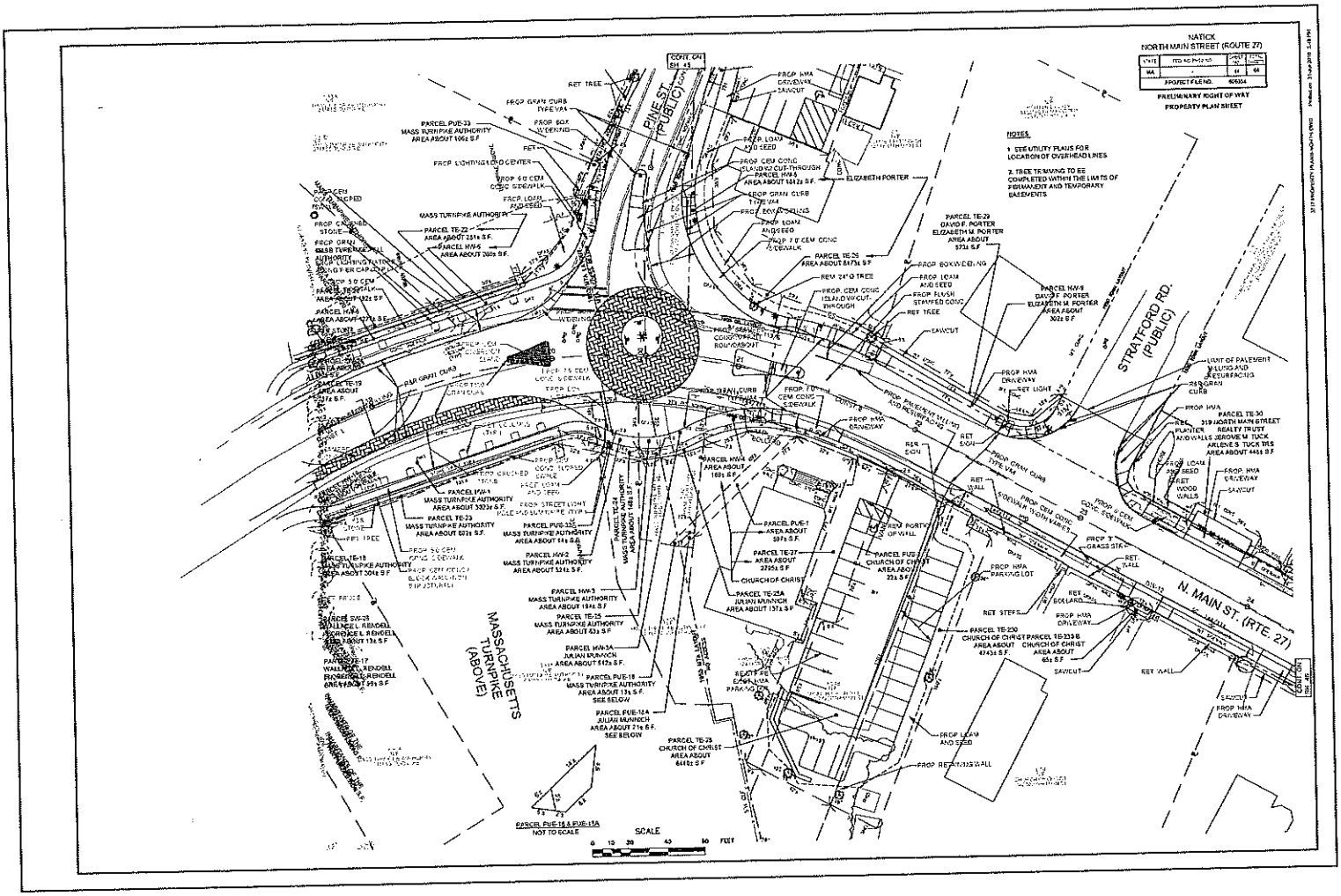
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES

2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS



SCALE
0 10 20 40 60 FEET


NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS
N. MAIN ST. (RTE. 27)
CHRISLIN WAY (PRIVATE)
EVANS DR. (PUBLIC)
HAMMOND RD. (PUBLIC)
SCALE


NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES:
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS
PINE ST. (PUBLIC)
STRATFORD RD. (PUBLIC)
N. MAIN ST. (RTE. 27)
MASSACHUSETTS TURNPIKE (ABOVE)
ELIZABETH PORTER
CHURCH OF CHRIST
SCALE
FEET

NATICK
NORTH MAIN STREET (ROUTE 27)

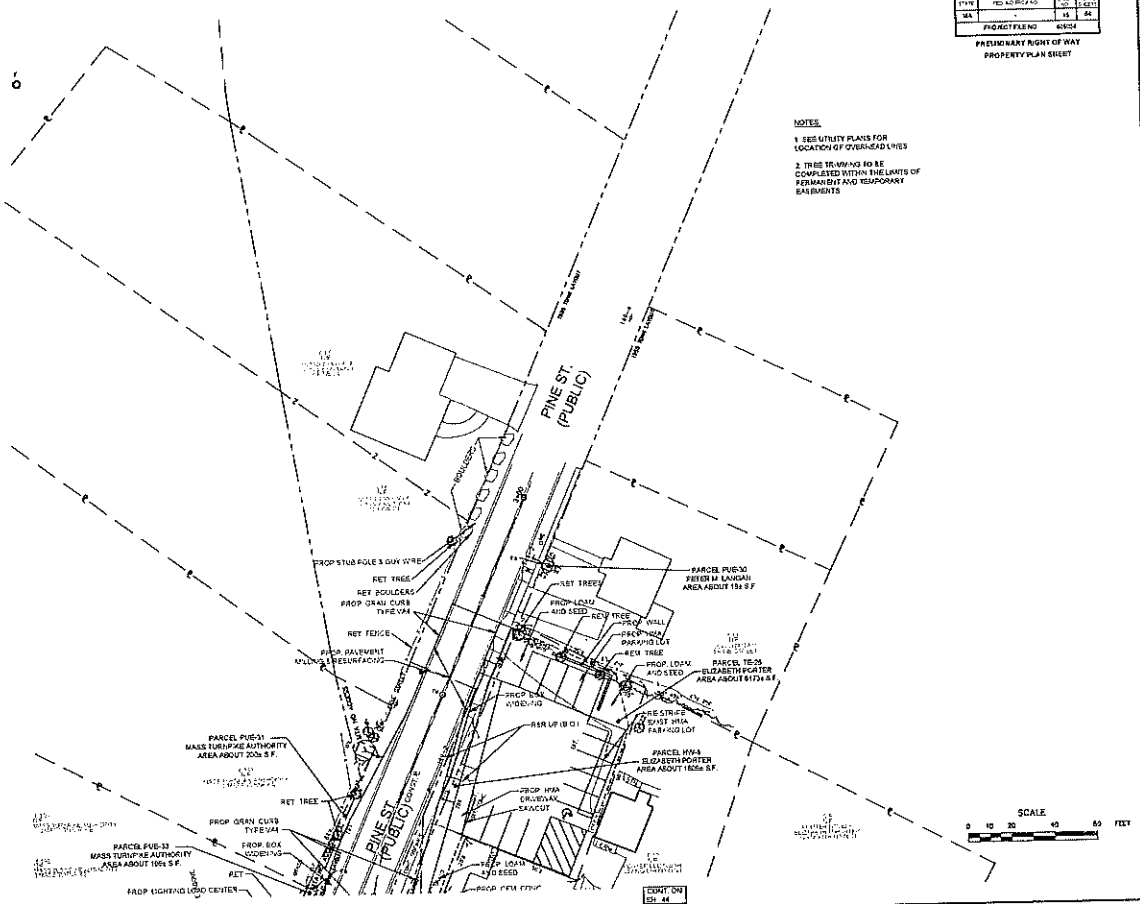
STATE	FED AID PROJ NO	SHEET NO	TOTAL SHEETS
MA	-	15	56
PROJECT FILE NO	606024		

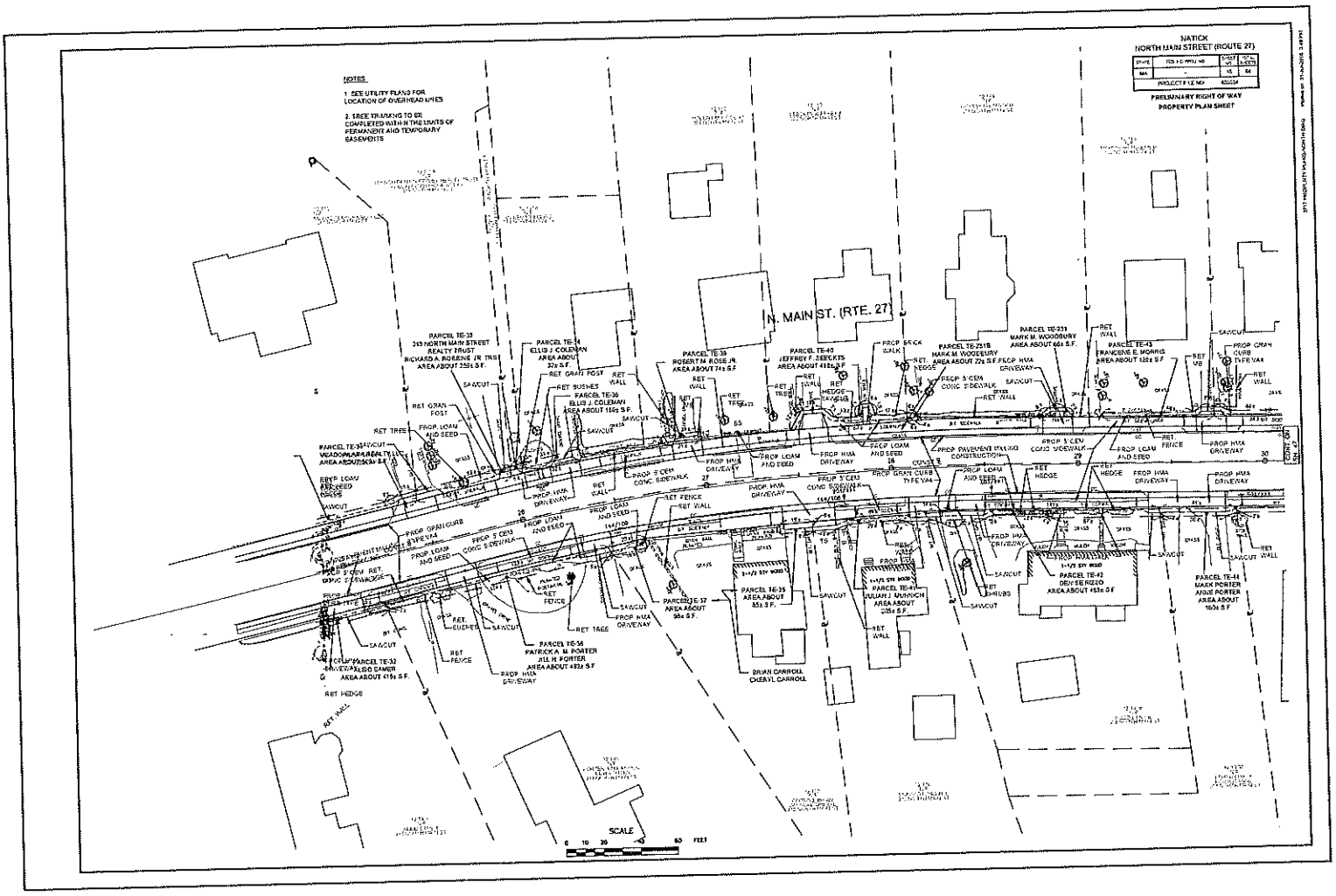
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET

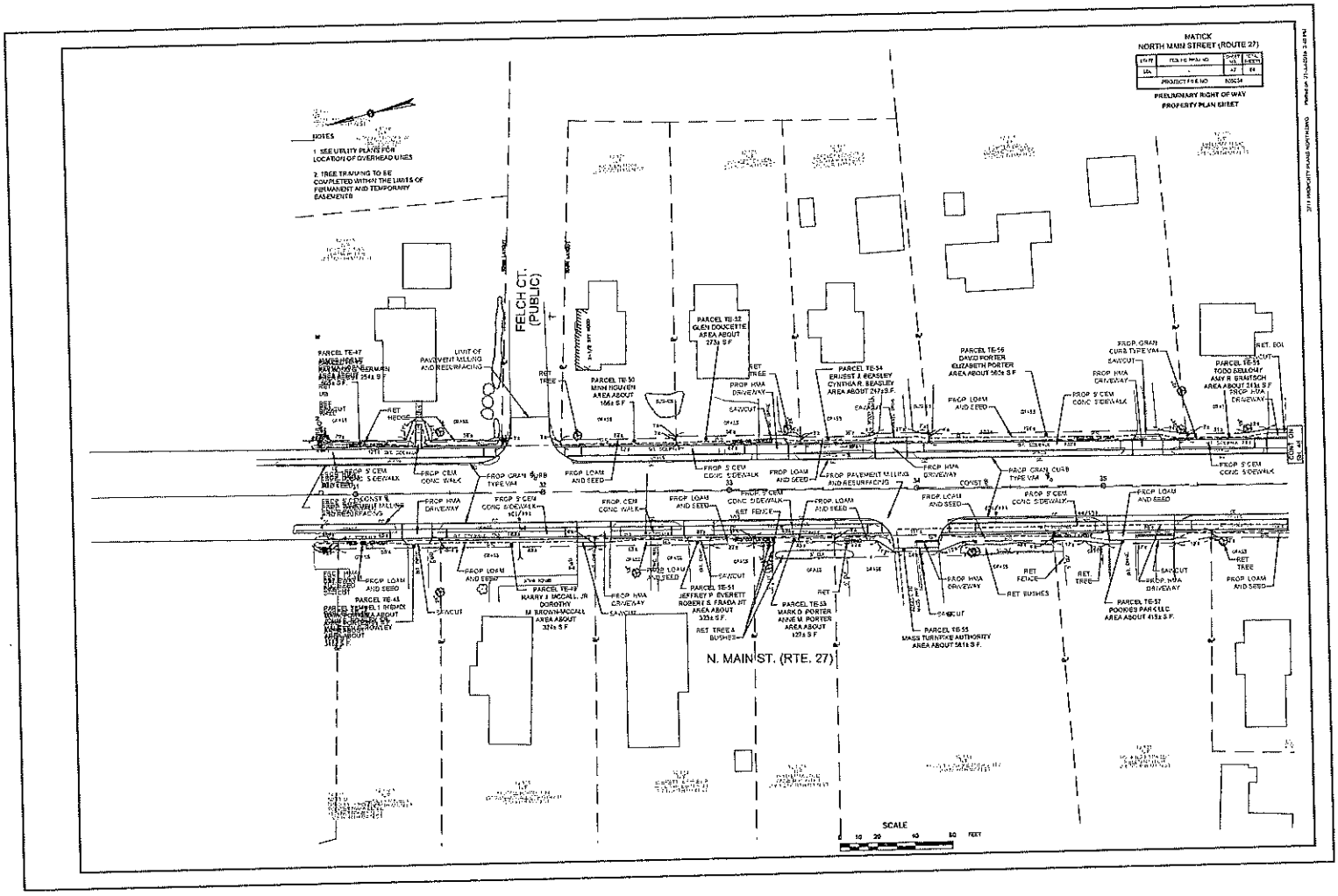
NOTES:

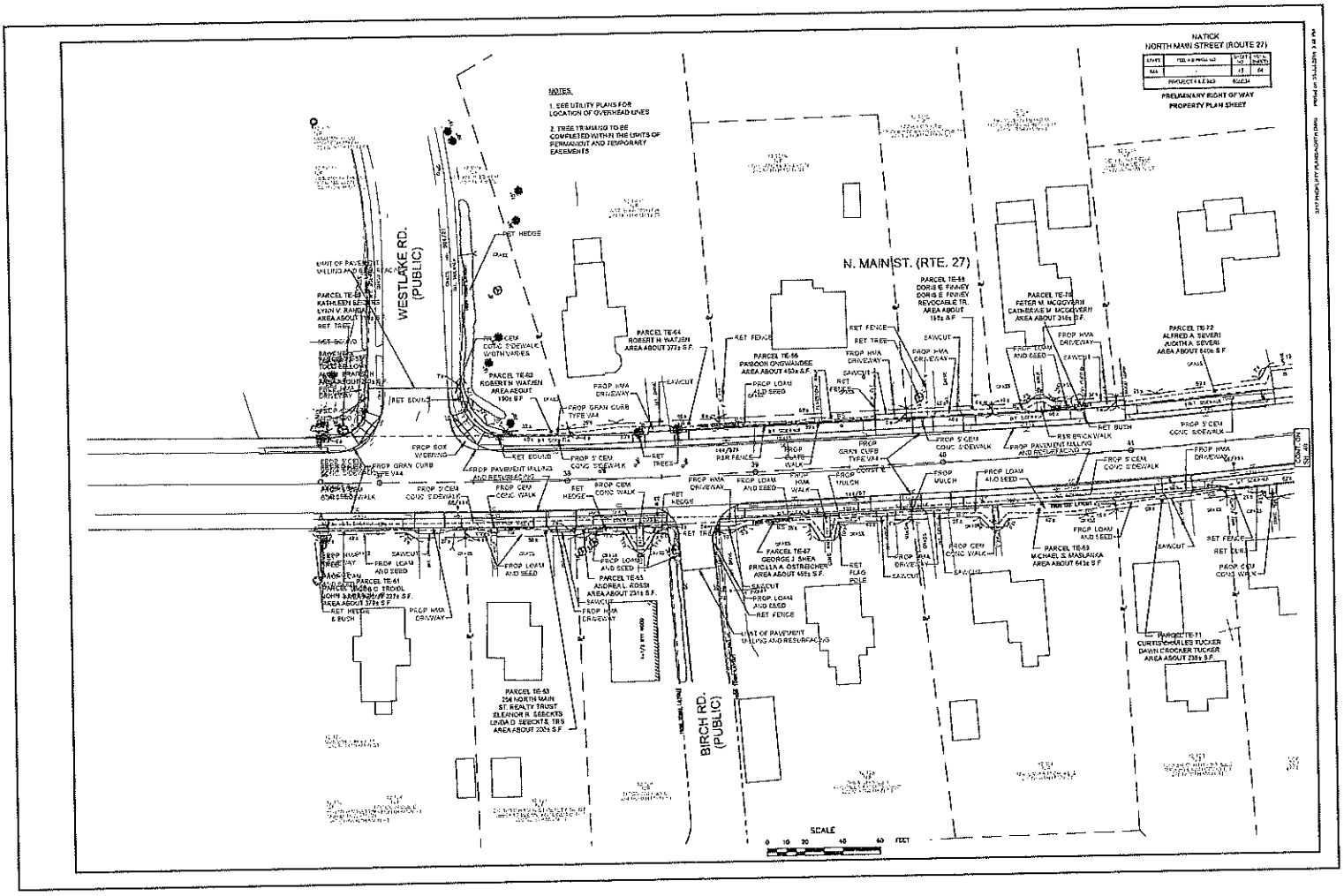
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES

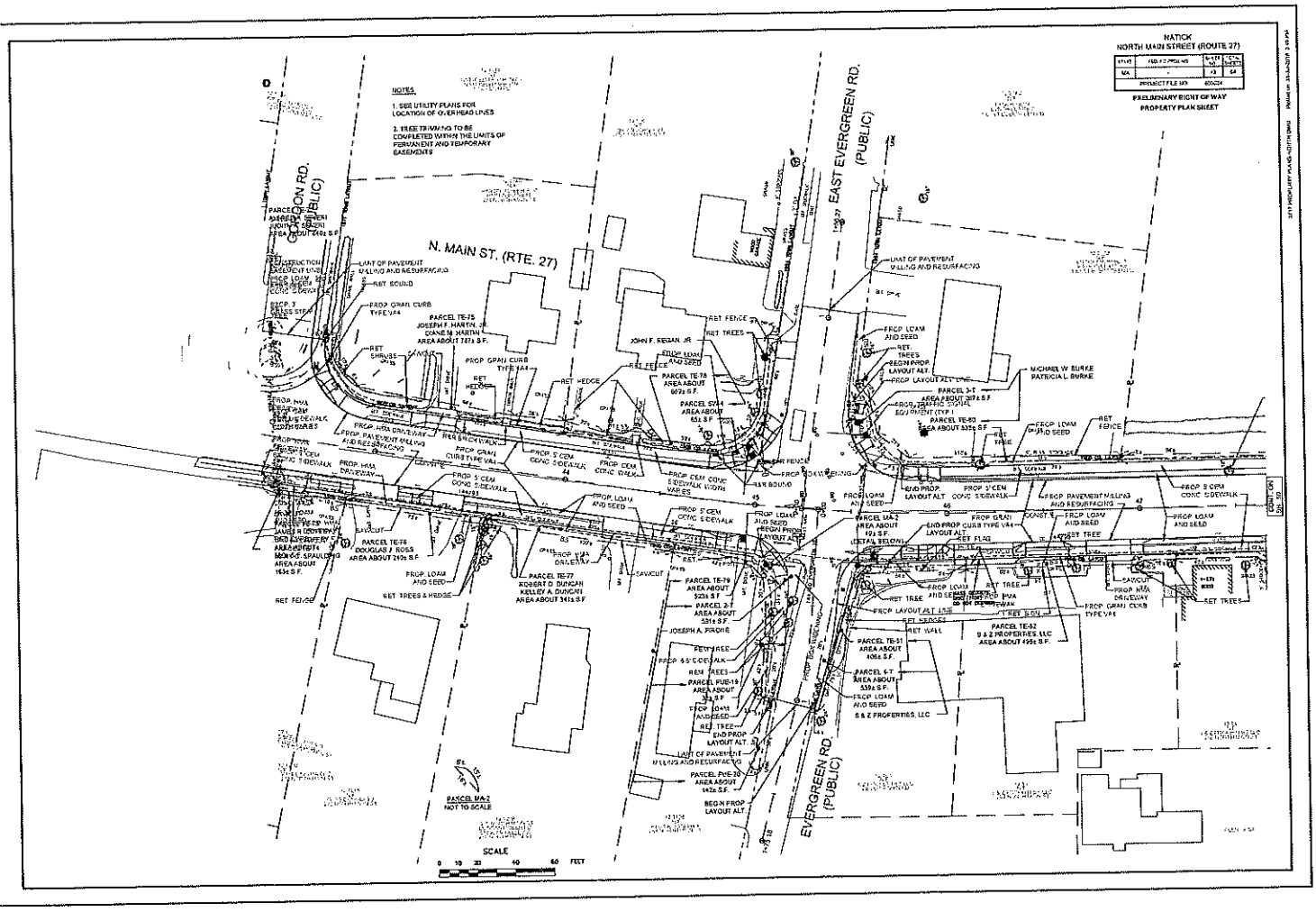
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS

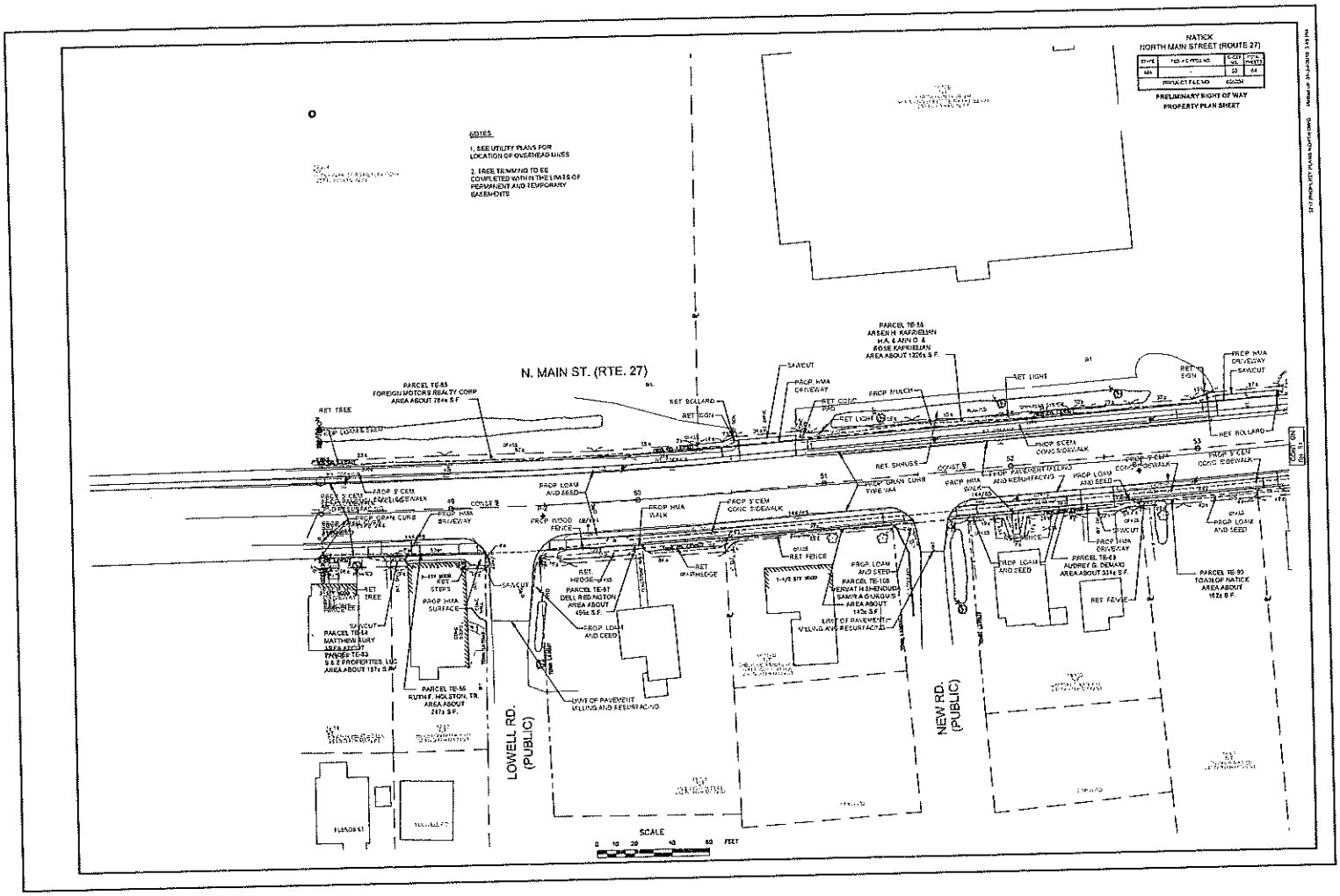


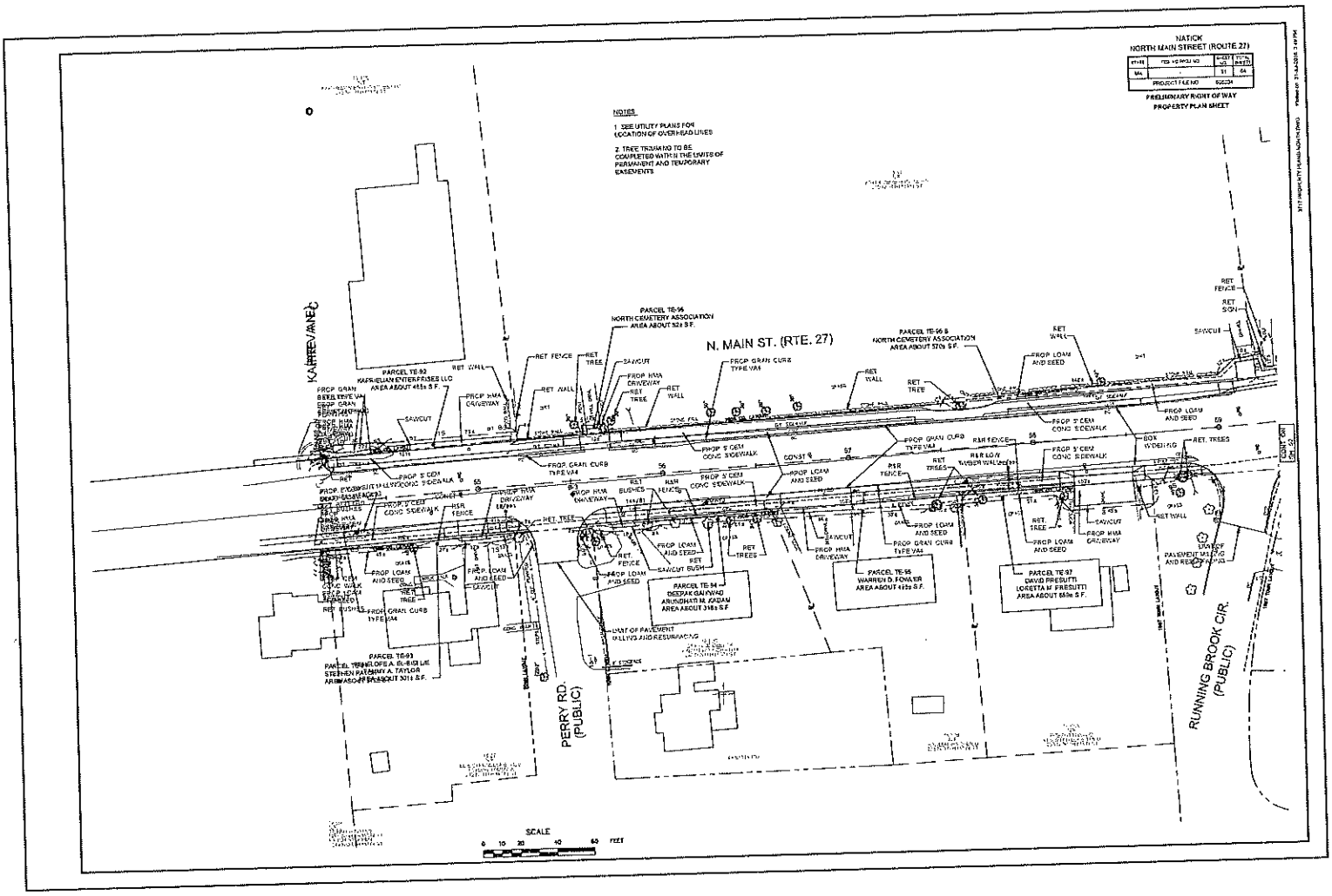

NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES:
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS
N. MAIN ST. (RTE. 27)
PARCEL TE-33
315 NORTH MAIN STREET REALTY TRUST
RICHARD A. BOERING JR. TRUS
AREA ABOUT 2551 S.F.
PARCEL TE-34
ELLIS J. COLEMAN
AREA ABOUT 32± S.F.
PARCEL TE-35
ELLIS J. COLEMAN
AREA ABOUT 169± S.F.
PARCEL TE-36
ROBERT M. ROSE JR.
AREA ABOUT 741± S.F.
PARCEL TE-40
JEFFREY F. SEECKTS
AREA ABOUT 418± S.F.
PARCEL TE-251B
MARK M. WOODBURY
AREA ABOUT 20± S.F.
PARCEL TE-251
MARK M. WOODBURY
AREA ABOUT 656 S.F.
PARCEL TE-43
FRANCENE B. MORRIS
AREA ABOUT 120± S.F.
PARCEL TE-32
DRIVEWAY BY OWNER
AREA ABOUT 419± S.F.
PARCEL TE-36
PATRICK A. M. PORTER
JILL H. PORTER
AREA ABOUT 1452± S.F.
PARCEL TE-37
AREA ABOUT 96± S.F.
PARCEL TE-39
AREA ABOUT 85± S.F.
BRIAN CARROLL
CHERYL CARROLL
PARCEL TE-41
JULIAN J. MONACH
AREA ABOUT 235± S.F.
PARCEL TE-42
DEVISE REDD
AREA ABOUT 453± S.F.
PARCEL TE-44
MARK PORTER
ANNE PORTER
AREA ABOUT 160± S.F.
SCALE
0 10 20 40 60 FEET

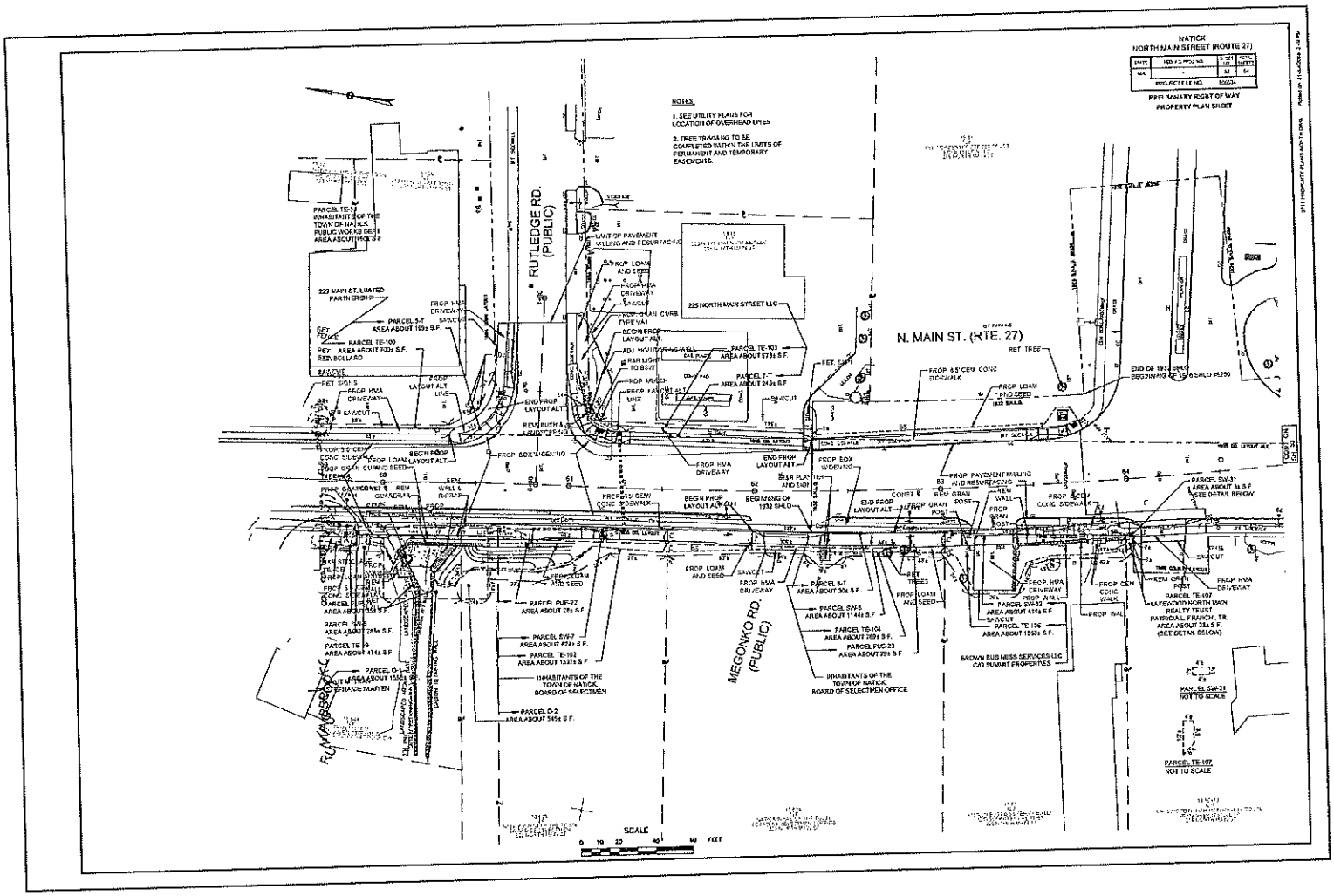

MATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS
FELCH CT. (PUBLIC)
N. MAIN ST. (RTE. 27)
SCALE
0 10 20 40 60 FEET

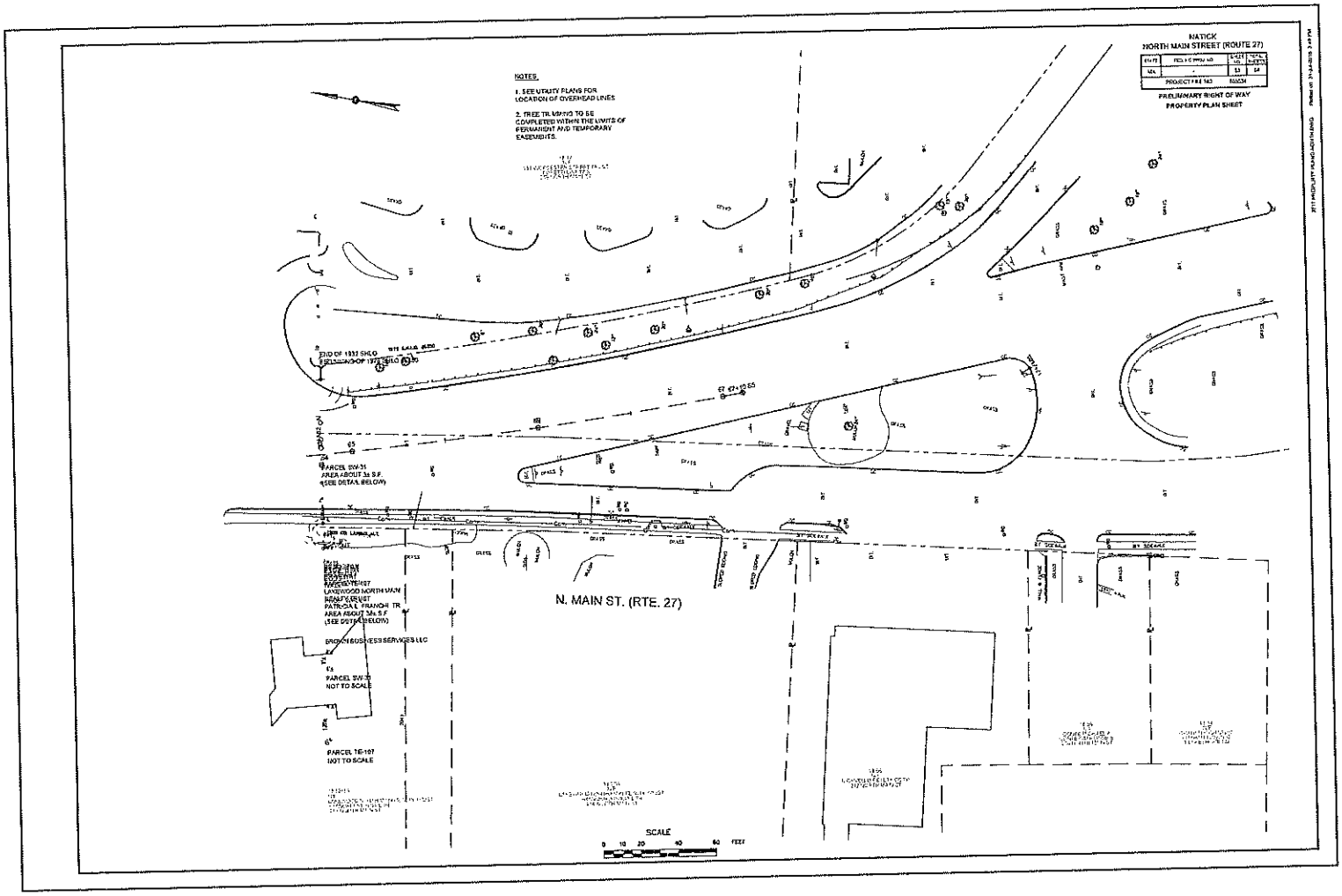

NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES:
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS
WESTLAKE RD. (PUBLIC)
N. MAIN ST. (RTE. 27)
BIRCH RD. (PUBLIC)
PARCEL TE-64
ROBERT H WATJEN
AREA ABOUT 377± S.F.
PARCEL TE-62
ROBERT H WATJEN
AREA ABOUT 190± S.F.
PARCEL TE-66
PASOON ONGWANDEE
AREA ABOUT 453± S.F.
PARCEL TE-68
DORIS E FINNEY
DORIS E FINNEY
REVOCABLE TR.
AREA ABOUT 18± S.F.
PARCEL TE-70
PETER M. MCGOVERN
CATHERINE M. MCGOVERN
AREA ABOUT 318± S.F.
PARCEL TE-72
ALFRED A SEVERI
JUDITH A SEVERI
AREA ABOUT 640± S.F.
PARCEL TE-67
GEORGE J SHEA
PRISILLA A. OSTROCHEN
AREA ABOUT 465± S.F.
PARCEL TE-65
ANDREAL ROSSI
AREA ABOUT 231± S.F.
PARCEL TE-63
256 NORTH MAIN
ST. REALTY TRUST
ELENOR R. SEECKTS
LINDA D. SEECKTS, TRS
AREA ABOUT 200± S.F.
PARCEL TE-69
MICHAEL S. MASUANKA
AREA ABOUT 643± S.F.
PARCEL TE-71
CURTIS CHARLES TUCKER
DAWN CROCKER TUCKER
AREA ABOUT 238± S.F.
SCALE
0 10 20 40 60 FEET

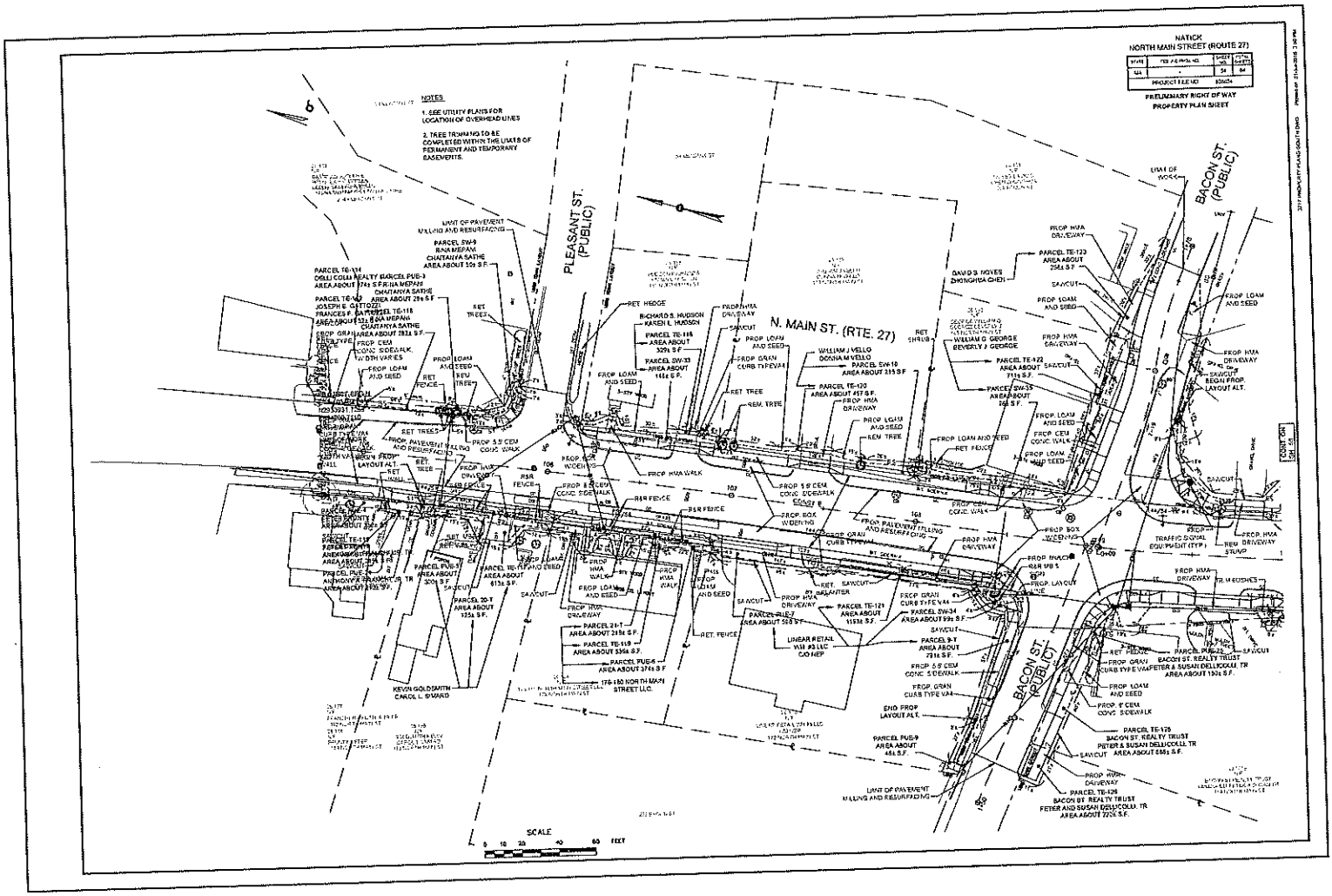

NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES:
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS
N. MAIN ST. (RTE. 27)
EAST EVERGREEN RD. (PUBLIC)
EVERGREEN RD. (PUBLIC)
PARCEL TE-75
JOSEPH F. MARTIN, JR.
DIANE M. MARTIN
AREA ABOUT 2874 S.F.
PARCEL TE-76
DOUGLAS J. ROSS
AREA ABOUT 2426 S.F.
PARCEL TE-77
ROBERT D. DUNCAN
KELLEY A. DUNCAN
AREA ABOUT 3413 S.F.
PARCEL TE-78
AREA ABOUT 6679 S.F.
PARCEL 2-1
AREA ABOUT 5318 S.F.
JOHN F. REGAN, JR.
JOSEPH A. PIRONE
PARCEL TE-51
AREA ABOUT 4066 S.F.
PARCEL 6-T
AREA ABOUT 5396 S.F.
S & Z PROPERTIES, LLC
PARCEL TE-82
S & Z PROPERTIES LLC
AREA ABOUT 4995 S.F.
MICHAEL W. BURKE
PATRICIA L. BURKE
PARCEL 3-T
AREA ABOUT 3874 S.F.
PARCEL TE-80
AREA ABOUT 3325 S.F.
PARCEL MA-2
NOT TO SCALE
SCALE
0 10 20 40 60 FEET

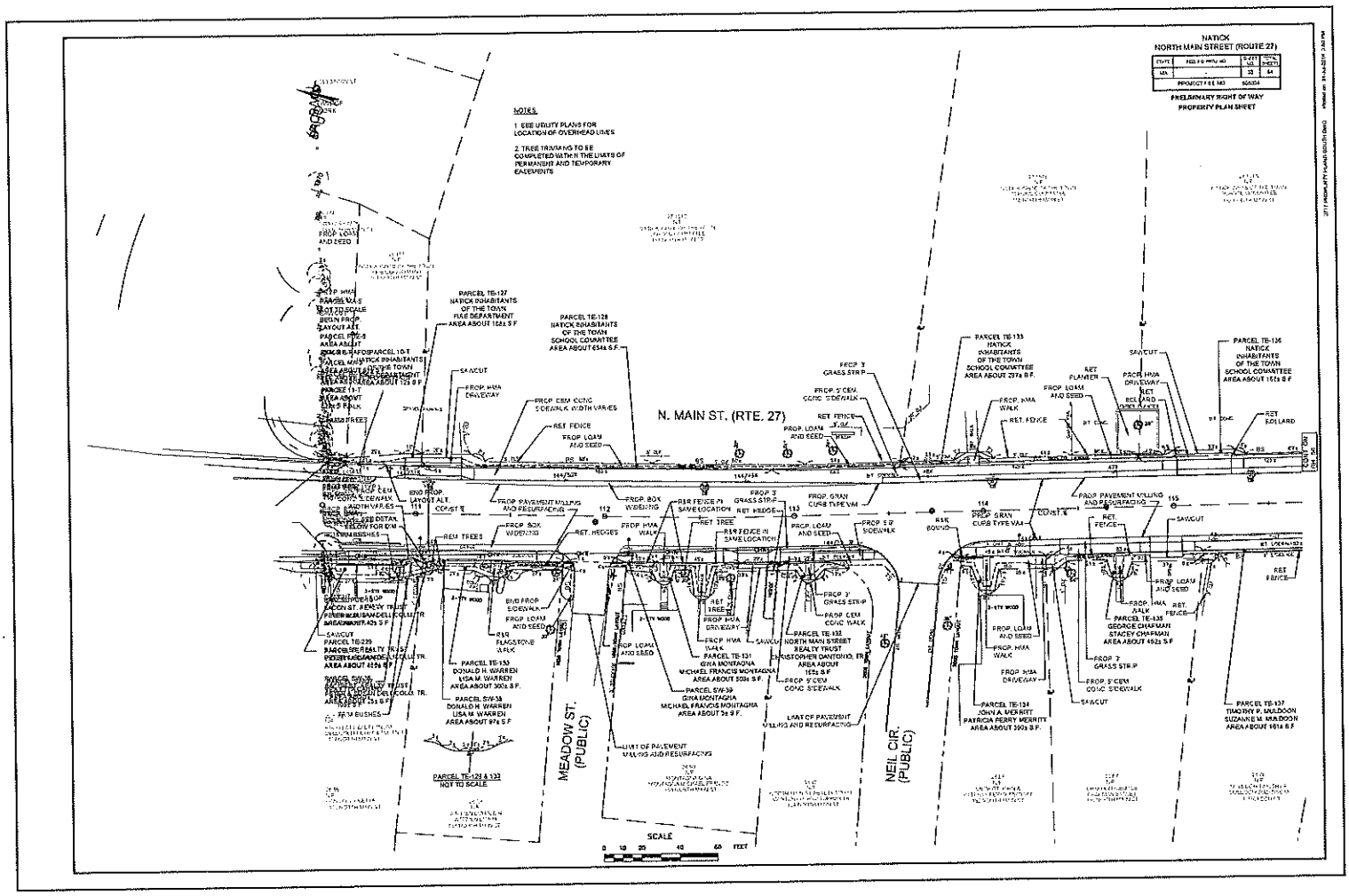

NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS
N. MAIN ST. (RTE. 27)
LOWELL RD. (PUBLIC)
NEW RD. (PUBLIC)
SCALE
0 10 20 40 60 FEET

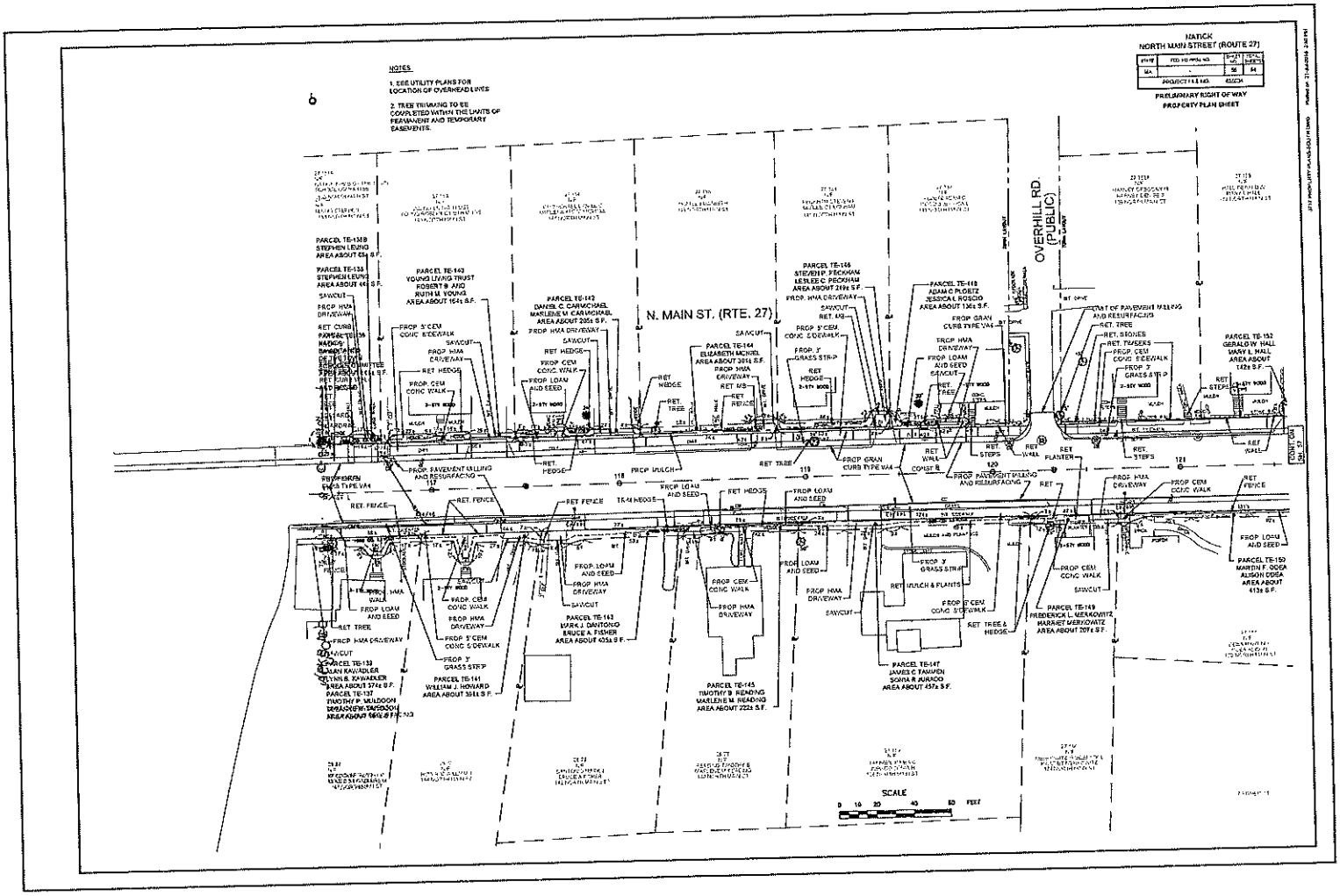

NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS
N. MAIN ST. (RTE. 27)
KAMREV AVE
PERRY RD. (PUBLIC)
RUNNING BROOK CIR. (PUBLIC)
PARCEL TE-92
KAPNELIAN ENTERPRISES LLC
AREA ABOUT 465± S.F.
PARCEL TE-93
PARCEL TE-94
DEEPAK GAIKWAD
ARUNDHATI M. JADAN
AREA ABOUT 346± S.F.
PARCEL TE-95
WARREN D. FOWLER
AREA ABOUT 465± S.F.
PARCEL TE-96
NORTH CEMETERY ASSOCIATION
AREA ABOUT 324± S.F.
PARCEL TE-96 B
NORTH CEMETERY ASSOCIATION
AREA ABOUT 570± S.F.
PARCEL TE-97
DAVID FREGUTTI
LORETTA M FREGUTTI
AREA ABOUT 665± S.F.
SCALE
0 10 20 40 60 FEET


NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES:
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS.
RUTLEDGE RD. (PUBLIC)
N. MAIN ST. (RTE. 27)
MEGONKO RD. (PUBLIC)
RUMPUS BROOK
225 NORTH MAIN STREET LLC
229 MAIN ST. LIMITED PARTNERSHIP
PARCEL TE-97
INHABITANTS OF THE TOWN OF NATICK PUBLIC WORKS DEPT
PARCEL TE-100
PARCEL TE-103
PARCEL TE-104
PARCEL TE-105
PARCEL TE-107
PARCEL SW-31
PARCEL SW-32
PARCEL SW-7
PARCEL SW-8
PARCEL PUE-22
PARCEL PUE-23
PARCEL D-2
INHABITANTS OF THE TOWN OF NATICK, BOARD OF SELECTMEN
INHABITANTS OF THE TOWN OF NATICK BOARD OF SELECTMEN OFFICE
BROWN BUSINESS SERVICES LLC C/O SUMMIT PROPERTIES
OAKWOOD NORTH MAIN REALTY TRUST
PARCEL TE-107 NOT TO SCALE
PARCEL SW-31 NOT TO SCALE
SCALE
0 10 20 40 60 FEET


NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES:
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS.
END OF 1932 SILO
PARCEL BW-31
AREA ABOUT 38 S.F.
(SEE DETAIL BELOW)
N. MAIN ST. (RTE. 27)
PARCEL SW-3
NOT TO SCALE
PARCEL TE-107
NOT TO SCALE
SCALE
0 10 20 40 60 FEET


NATICK
NORTH MAIN STREET (ROUTE 27)
PROJECT FILE NO.
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS.
N. MAIN ST. (RTE. 27)
PLEASANT ST. (PUBLIC)
BACON ST. (PUBLIC)
SCALE
FEET


NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS
N. MAIN ST. (RTE. 27)
MEADOW ST. (PUBLIC)
NEIL CIR. (PUBLIC)
PARCEL TE-127
NATICK INHABITANTS OF THE TOWN
FIRE DEPARTMENT
AREA ABOUT 162± S.F.
PARCEL TE-128
NATICK INHABITANTS OF THE TOWN
SCHOOL COMMITTEE
AREA ABOUT 654± S.F.
PARCEL TE-133
NATICK INHABITANTS OF THE TOWN
SCHOOL COMMITTEE
AREA ABOUT 297± S.F.
PARCEL TE-136
NATICK INHABITANTS OF THE TOWN
SCHOOL COMMITTEE
AREA ABOUT 152± S.F.
PARCEL TE-130
DONALD H. WARREN
LISA M. WARREN
AREA ABOUT 300± S.F.
PARCEL SW-38
DONALD H. WARREN
LISA M. WARREN
AREA ABOUT 97± S.F.
PARCEL TE-131
GINA MONTAGNA
MICHAEL FRANCIS MONTAGNA
AREA ABOUT 509± S.F.
PARCEL SW-39
GINA MONTAGNA
MICHAEL FRANCIS MONTAGNA
AREA ABOUT 3± S.F.
PARCEL TE-132
NORTH MAIN STREET REALTY TRUST
CHRISTOPHER DANTONIO, TR.
AREA ABOUT 165± S.F.
PARCEL TE-134
JOHN A. MERRITT
PATRICIA PERRY MERRITT
AREA ABOUT 390± S.F.
PARCEL TE-135
GEORGE CHAPMAN
STACEY CHAPMAN
AREA ABOUT 492± S.F.
PARCEL TE-137
TIMOTHY P. MULDOON
SUZANNE M. MULDOON
AREA ABOUT 161± S.F.
PARCEL TE-129 & 133
NOT TO SCALE
SCALE
0 10 20 40 60 FEET


NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS.
N. MAIN ST. (RTE. 27)
OVERHILL RD. (PUBLIC)
PARCEL TE-138B STEPHEN LEUNG AREA ABOUT 634 S.F.
PARCEL TE-138 STEPHEN LEUNG AREA ABOUT 440 S.F.
PARCEL TE-140 YOUNG LIVING TRUST ROBERT B. AND RUTH M. YOUNG AREA ABOUT 1641 S.F.
PARCEL TE-142 DANIEL C. CARMICHAEL MARLENE M. CARMICHAEL AREA ABOUT 2054 S.F.
PARCEL TE-144 ELIZABETH MICHEL AREA ABOUT 3014 S.F.
PARCEL TE-146 STEVEN P. PECKHAM LENSEE C. PECKHAM AREA ABOUT 2196 S.F.
PARCEL TE-148 ADAM C. PLOETZ JESSICA L. ROSCIO AREA ABOUT 1362 S.F.
PARCEL TE-152 GERALD W. HALL MARY L. HALL AREA ABOUT 1428 S.F.
PARCEL TE-150 MARTIN F. OOKA ALISON OOKA AREA ABOUT 413± S.F.
PARCEL TE-149 FREDERICK L. MERKOWITZ HARRIET MERKOWITZ AREA ABOUT 207± S.F.
PARCEL TE-147 JAMES C. TAMMEN SONIA R. JURADO AREA ABOUT 457± S.F.
PARCEL TE-145 TIMOTHY B. READING MARLENE M. READING AREA ABOUT 222± S.F.
PARCEL TE-143 MARK J. DANTONIO BRUCE A. FISHER AREA ABOUT 405± S.F.
PARCEL TE-141 WILLIAM J. HOWARD AREA ABOUT 381± S.F.
PARCEL TE-139 ALAN KAVADLER SYLVIA B. KAVADLER AREA ABOUT 374± S.F.
PARCEL TE-137 TIMOTHY P. WALDOON MEGAN REW WALDOON AREA ABOUT 661± S.F.
SCALE
0 10 20 40 60 FEET

NOTES:

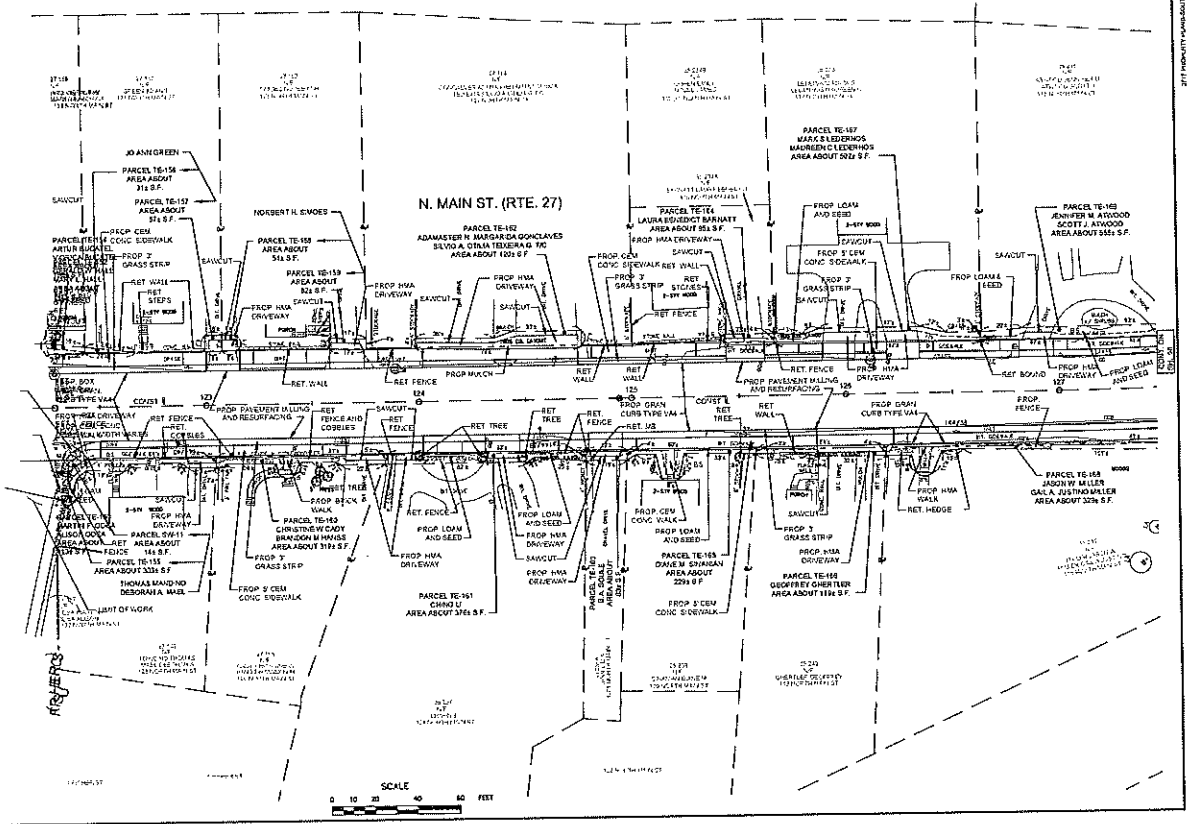
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES

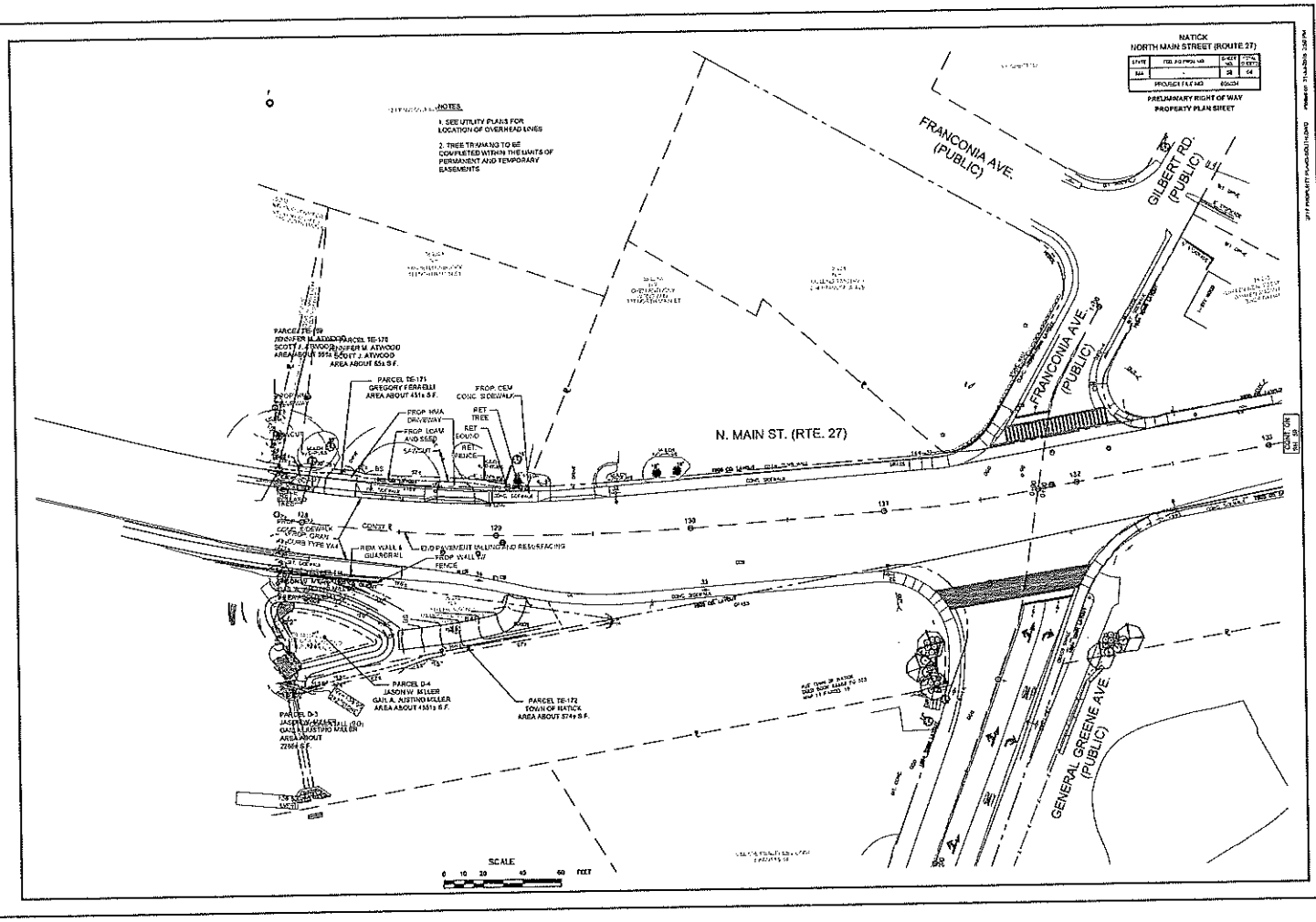
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS

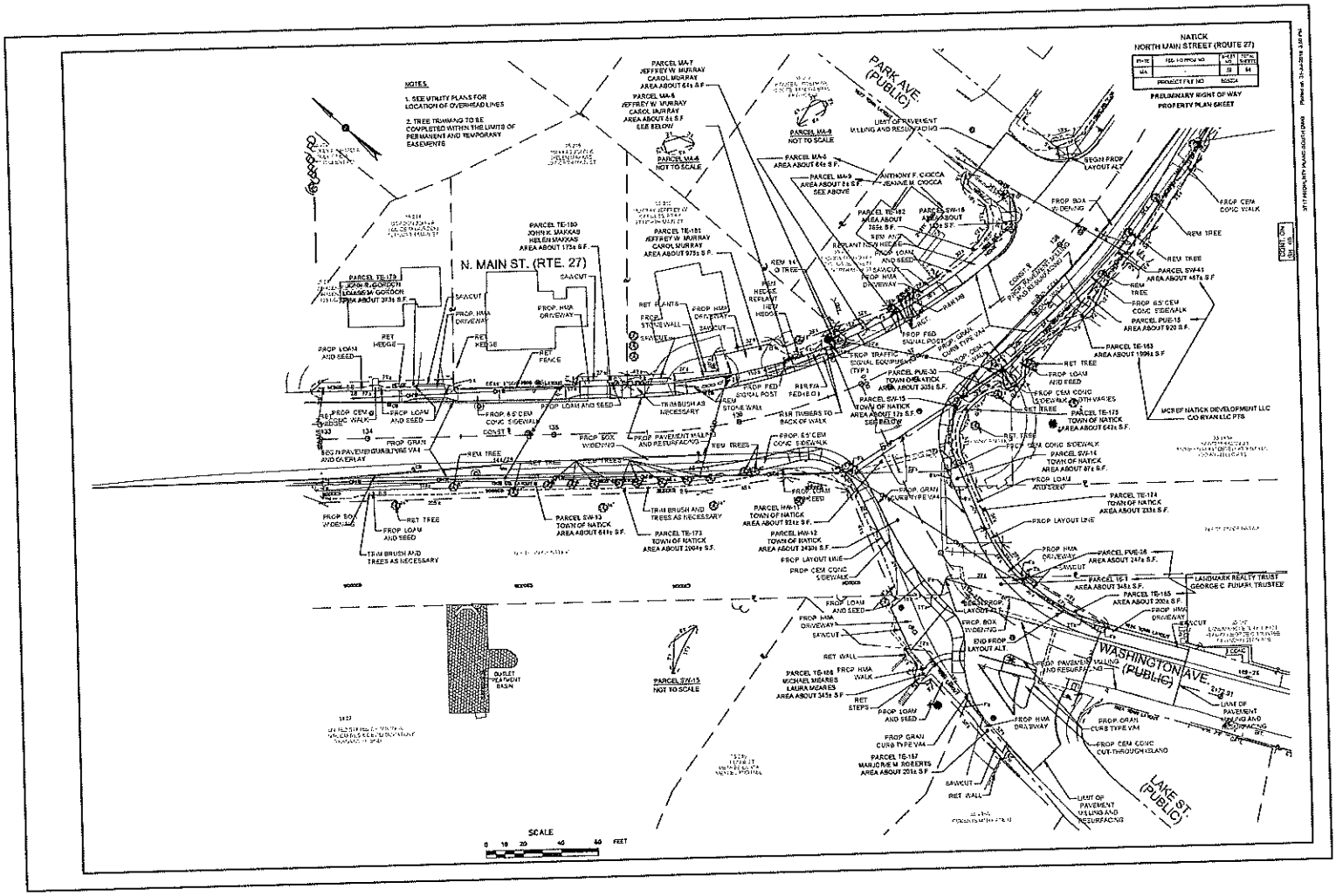
MATICK
NORTH MAIN STREET (ROUTE 27)

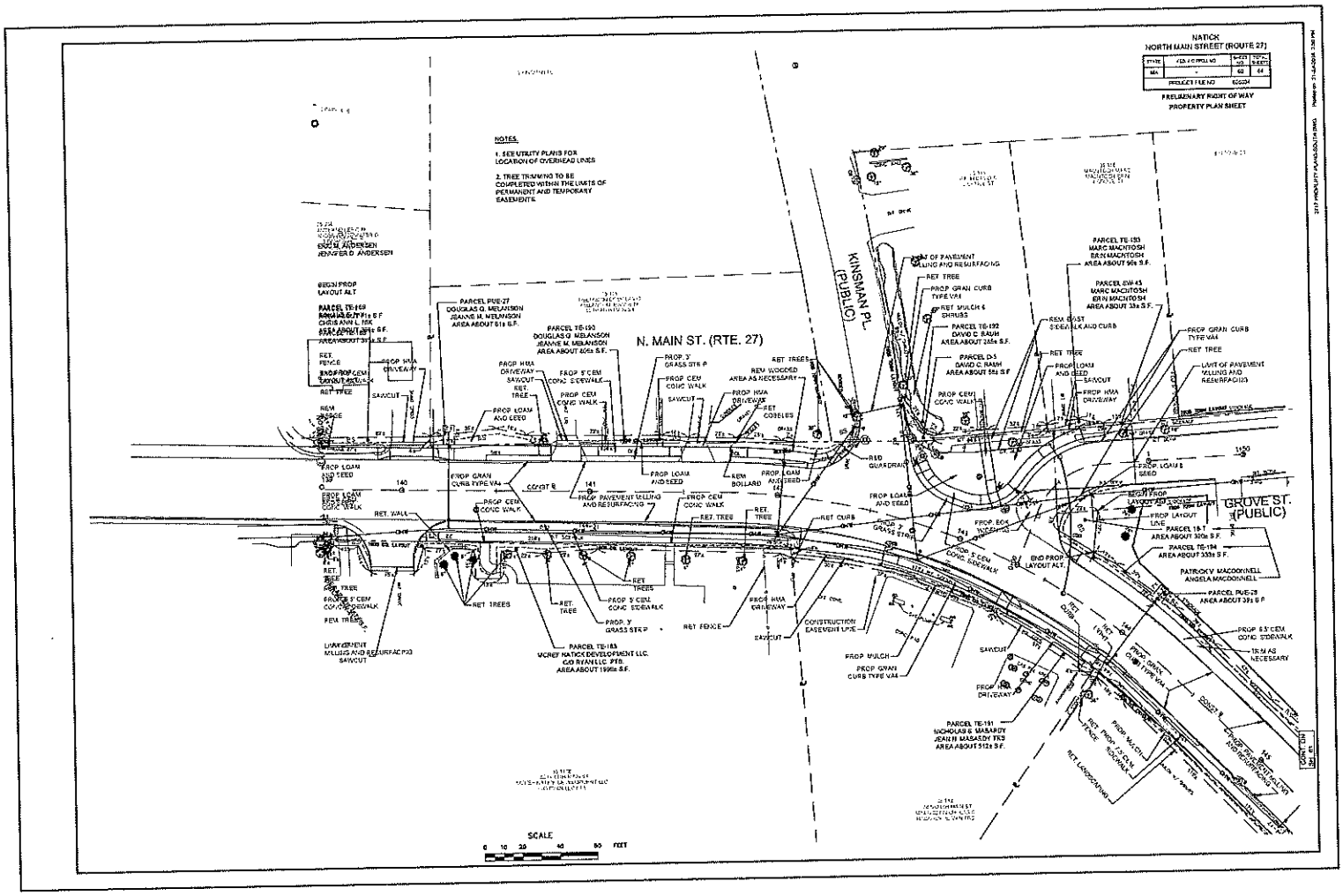
STA TO	FED AID PROJ NO	SHEET NO	TOTAL SHEETS
MA	-	37	44
	PROJECT FILE NO. 604254		

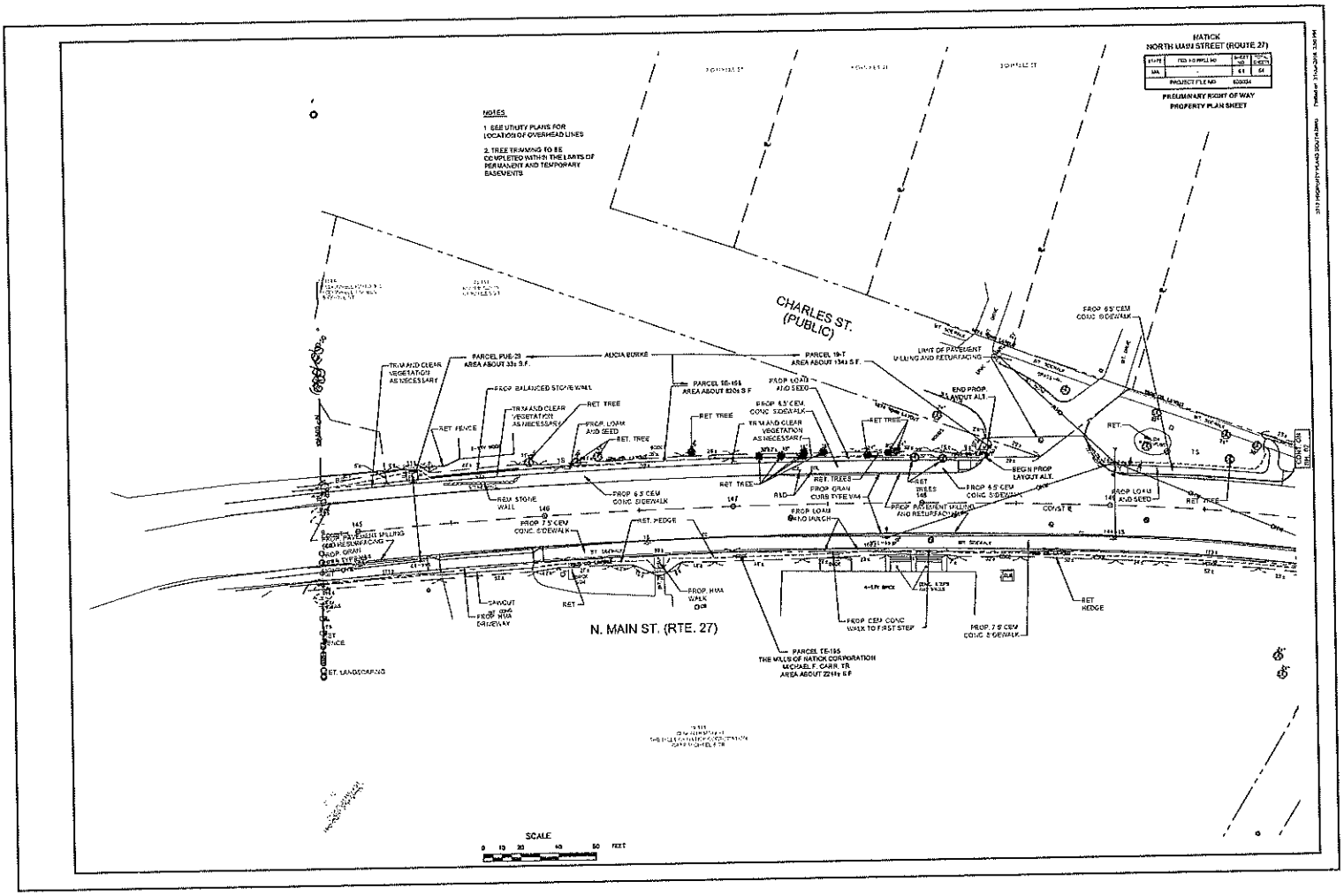
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET




MATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS
FRANCONIA AVE. (PUBLIC)
GILBERT RD. (PUBLIC)
FRANCONIA AVE. (PUBLIC)
N. MAIN ST. (RTE. 27)
GENERAL GREENE AVE. (PUBLIC)
PARCEL TE-170
JENNIFER H. ATWOOD
SCOTT J. ATWOOD
AREA ABOUT 3554 S.F.
PARCEL TE-169
JENNIFER H. ATWOOD
SCOTT J. ATWOOD
AREA ABOUT 65± S.F.
PARCEL TE-171
GREGORY FERRELLI
AREA ABOUT 451± S.F.
PROP. HMA DRIVEWAY
PROP. LEAV AND SEED
PROP. CEM CONC. SIDEWALK
RET. TREE
RET. SOUND
RET. FENCE
CONST. ℄
D.O.P. MILL AND RESURFACING
PROP. WALL W/ FENCE
REM. WALL & GUARDRAIL
PARCEL D-4
JASON W. MULLER
GAIL A. KISTING MULLER
AREA ABOUT 4551± S.F.
PARCEL D-3
JASON W. MULLER
GAIL A. KISTING MULLER
AREA ABOUT 22664 S.F.
PARCEL TE-172
TOWN OF NATICK
AREA ABOUT 5749 S.F.
SCALE
0 10 20 40 60 FEET


NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES:
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS
N. MAIN ST. (RTE. 27)
PARK AVE. (PUBLIC)
WASHINGTON AVE. (PUBLIC)
LAKE ST. (PUBLIC)
PARCEL MA-7
JEFFREY W. MURRAY
CAROL MURRAY
AREA ABOUT 644 S.F.
PARCEL MA-6
JEFFREY W. MURRAY
CAROL MURRAY
AREA ABOUT 61 S.F.
SEE BELOW
PARCEL MA-6
NOT TO SCALE
PARCEL MA-8
NOT TO SCALE
PARCEL MA-9
AREA ABOUT 86 S.F.
SEE ABOVE
ANTHONY F. CIOCCA
JEANNE M. CIOCCA
PARCEL TE-182
AREA ABOUT
365± S.F.
PARCEL SW-16
AREA ABOUT
203± S.F.
PARCEL TE-180
JOHN K. MAKKAS
HELEN MAKKAS
AREA ABOUT 173± S.F.
PARCEL TE-181
JEFFREY W. MURRAY
CAROL MURRAY
AREA ABOUT 975± S.F.
PARCEL TE-179
JOHN R. GORDON
LOUISE M. GORDON
AREA ABOUT 301± S.F.
PARCEL SW-41
AREA ABOUT 457± S.F.
PARCEL PUE-15
AREA ABOUT 920 S.F.
PARCEL TE-183
AREA ABOUT 1599± S.F.
PARCEL PUE-30
TOWN OF NATICK
AREA ABOUT 303± S.F.
PARCEL SW-15
TOWN OF NATICK
AREA ABOUT 175 S.F.
SEE BELOW
PARCEL TE-175
TOWN OF NATICK
AREA ABOUT 642± S.F.
PARCEL SW-14
TOWN OF NATICK
AREA ABOUT 87± S.F.
PARCEL TE-174
TOWN OF NATICK
AREA ABOUT 233± S.F.
PARCEL SW-13
TOWN OF NATICK
AREA ABOUT 611± S.F.
PARCEL TE-173
TOWN OF NATICK
AREA ABOUT 2084± S.F.
PARCEL HW-11
TOWN OF NATICK
AREA ABOUT 921± S.F.
PARCEL HW-12
TOWN OF NATICK
AREA ABOUT 343± S.F.
PARCEL TE-126
MICHAEL MEARES
LAURA MEARES
AREA ABOUT 345± S.F.
PARCEL TE-157
MARJORIE M. ROBERTS
AREA ABOUT 203± S.F.
PARCEL TE-124
TOWN OF NATICK
AREA ABOUT 233± S.F.
PARCEL PUE-38
AREA ABOUT 247± S.F.
PARCEL TE-1
AREA ABOUT 348± S.F.
PARCEL TE-165
AREA ABOUT 200± S.F.
LANDMARK REALTY TRUST
GEORGE C. FUNARI, TRUSTEE
MCREF NATICK DEVELOPMENT LLC
C/O RYAN LLC PTS
PARCEL SW-15
NOT TO SCALE
OUTLET
TREATMENT
BASIN
SCALE
0 10 20 40 60 FEET


NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES:
1. SEE UTILITY PLANS FOR LOCATION OF OVERHEAD LINES
2. TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS.
N. MAIN ST. (RTE. 27)
KINSMAN PL. (PUBLIC)
GROVE ST. (PUBLIC)
SCALE
0 10 20 40 60 FEET


NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES:
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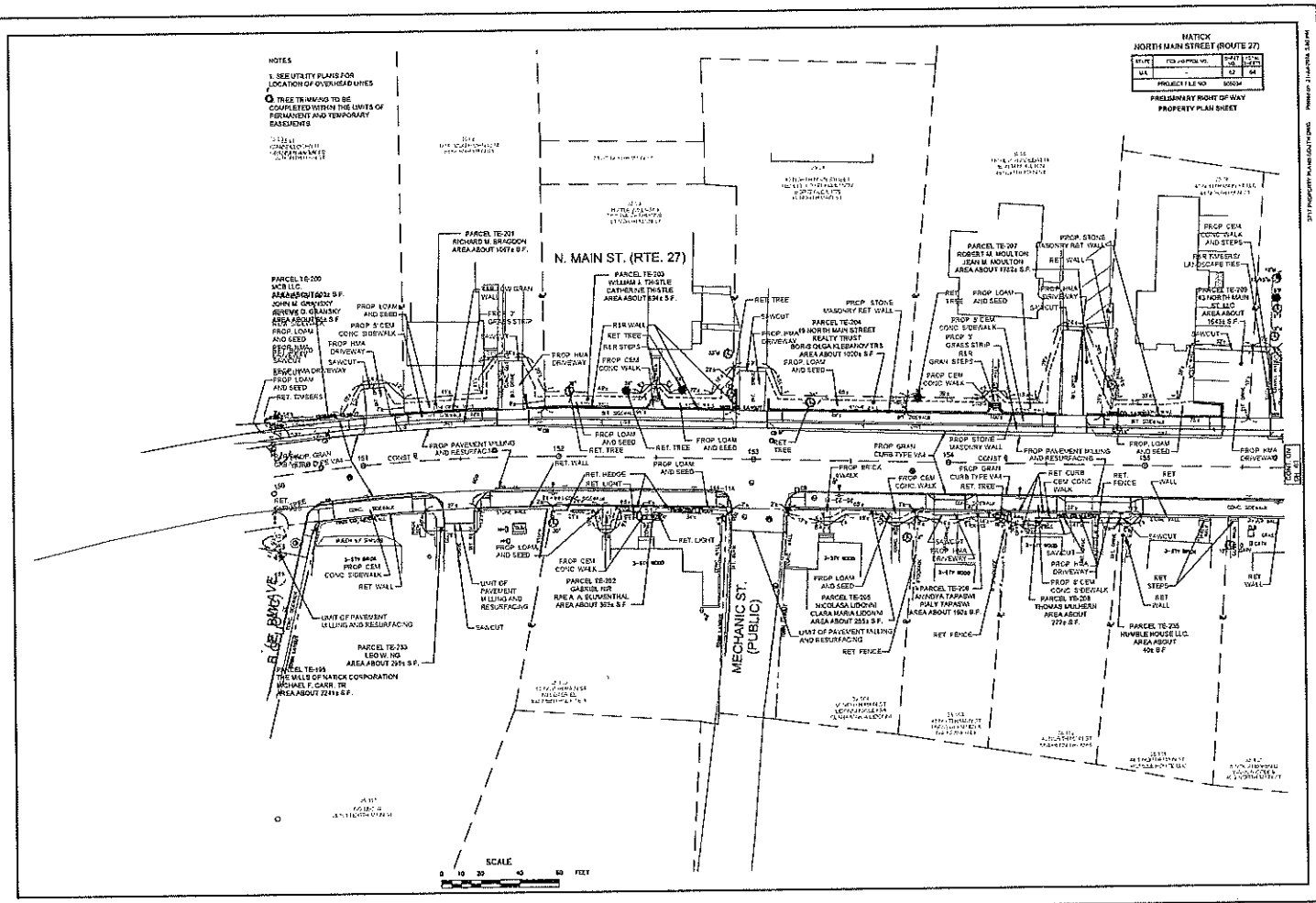
CHARLES ST. (PUBLIC)
N. MAIN ST. (RTE. 27)
PARCEL PUE-20
AREA ABOUT 335 S.F.
ALICIA BURKE
PARCEL 19-T
AREA ABOUT 1343 S.F.
PARCEL 55-15A
AREA ABOUT 8626 S.F.
PARCEL 55-15B
THE MILLS OF NATICK CORPORATION
MICHAEL F. CARR, TR
AREA ABOUT 22419 S.F.
TRIM AND CLEAR VEGETATION AS NECESSARY
PROP. BALANCED STONE WALL
RET. TREE
RET. FENCE
PROP. LOAM AND SEED
PROP. 6.5' CEM CONC. SIDEWALK
PROP. 7.5' CEM CONC. SIDEWALK
RET. STONE WALL
RET. HEDGE
PROP. HMA DRIVEWAY
SAWCUT
RET.
PROP. HMA WALK
PROP. LOAM AND SEED
PROP. 4.5' CEM. CONC. SIDEWALK
RET. TREES
PROP. GRAN. CURB TYPE VI-A
PROP. LOAM AND MULCH
PROP. PAVEMENT MILLING AND RESURFACING
LIMIT OF PAVEMENT MILLING AND RESURFACING
END PROP. LAYOUT ALT.
BEGIN PROP. LAYOUT ALT.
PROP. CEM CONC WALK TO FIRST STEP
PROP. 7.5' CEM CONC. SIDEWALK
RET. LANDSCAPING
SCALE
0 10 20 30 40 50 FEET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NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
NOTES
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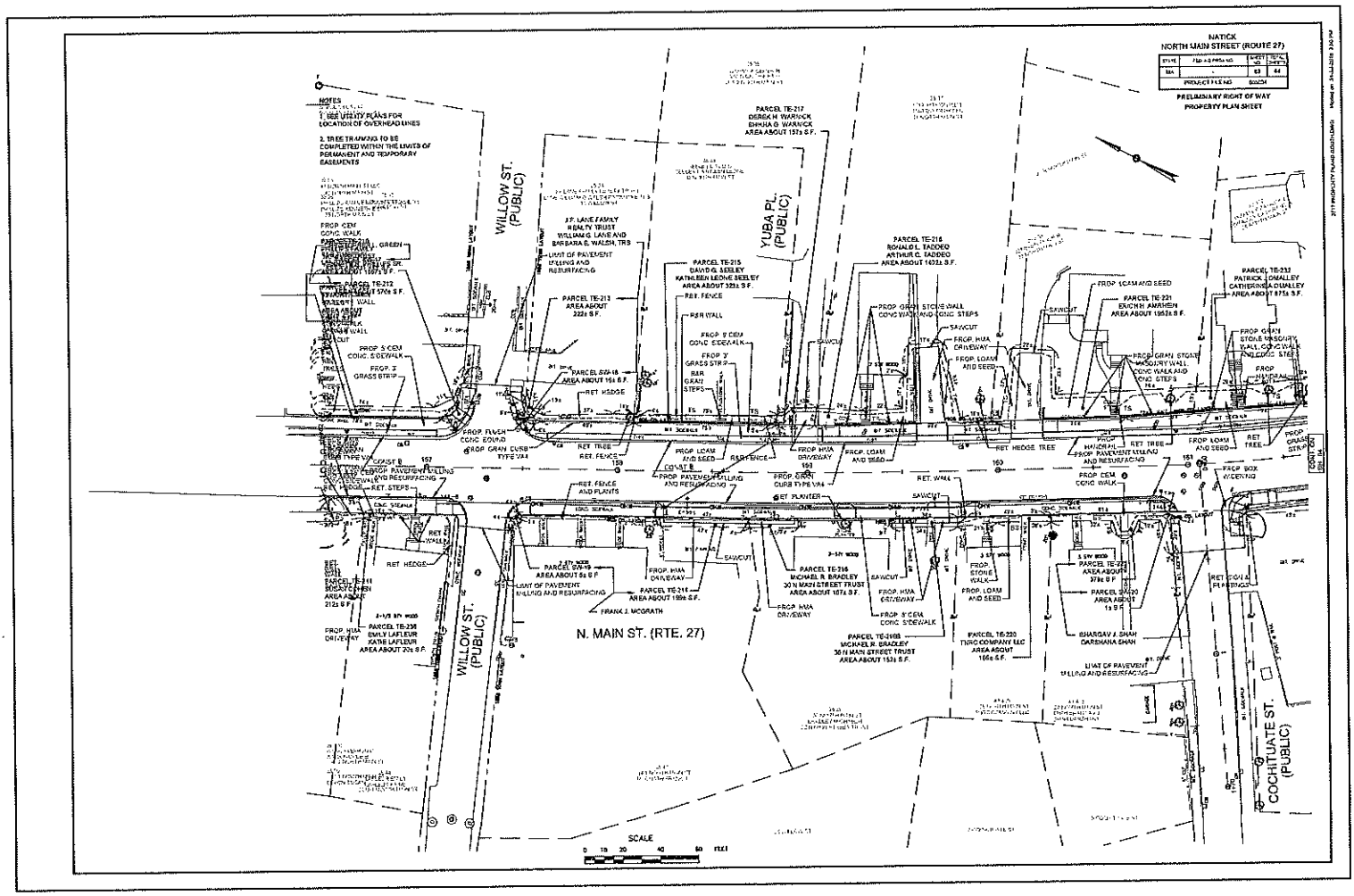
TREE TRIMMING TO BE COMPLETED WITHIN THE LIMITS OF PERMANENT AND TEMPORARY EASEMENTS
N. MAIN ST. (RTE. 27)
MECHANIC ST. (PUBLIC)
RIDGE BLVD
PARCEL TE-200
MCB LLC
JOHN M. GRANSKY
IRENE D. GRANSKY
PARCEL TE-201
RICHARD M. BRAGDON
AREA ABOUT 1047± S.F.
PARCEL TE-202
GABRIEL HIR
RNEA A. BLUMENTHAL
AREA ABOUT 365± S.F.
PARCEL TE-203
WILLIAM J. THISTLE
CATHERINE THISTLE
AREA ABOUT 834± S.F.
PARCEL TE-204
NORTH MAIN STREET REALTY TRUST
BORIS OLGA ALEGANOV TRS
AREA ABOUT 1020± S.F.
PARCEL TE-205
NICOLASA LIDONNI
CLARA MARIA LIDONNI
AREA ABOUT 255± S.F.
PARCEL TE-206
ANNOYA TAPASNI
PALY TAPASNI
AREA ABOUT 192± S.F.
PARCEL TE-207
ROBERT M. MOULTON
JEAN M. MOULTON
AREA ABOUT 1162± S.F.
PARCEL TE-208
THOMAS MULHERN
AREA ABOUT 272± S.F.
PARCEL TE-209
NORTH MAIN ST. LLC
AREA ABOUT 1653± S.F.
PARCEL TE-205
HUMBLE HOUSE LLC.
AREA ABOUT 40± S.F.
PARCEL TE-233
LEO W. NG
AREA ABOUT 295± S.F.
PARCEL TE-199
THE MILLS OF NATICK CORPORATION
MICHAEL F. CARR, TR
AREA ABOUT 224± S.F.
SCALE
0 10 20 40 60 FEET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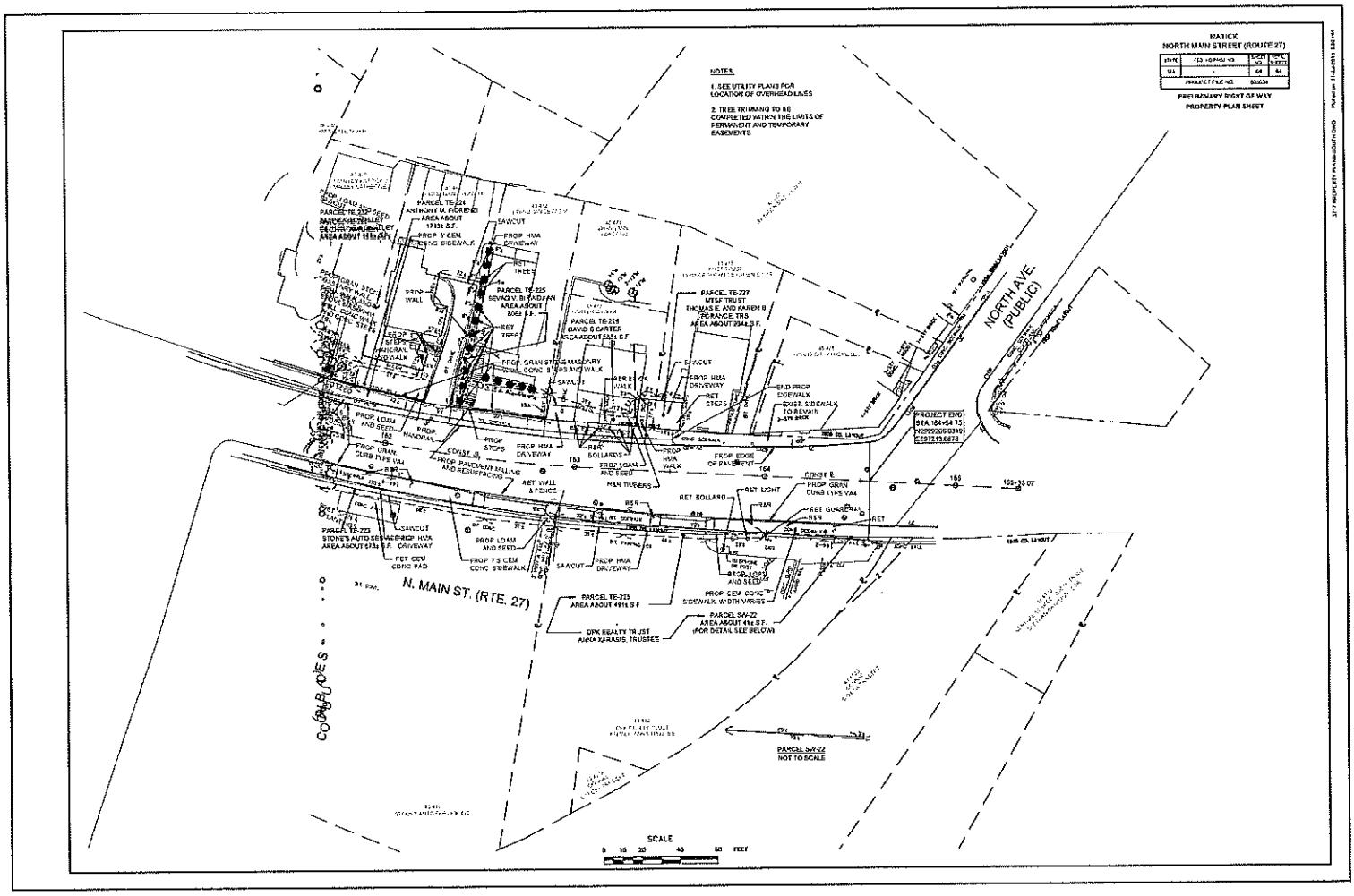
WILLOW ST. (PUBLIC)
YUBA PL. (PUBLIC)
COCHITUATE ST. (PUBLIC)
N. MAIN ST. (RTE. 27)
PARCEL TE-217
DEREK H. WARNICK
DIHUA B. WARNICK
AREA ABOUT 1573 S.F.
PARCEL TE-216
RONALD L. TADDEO
ANTHUR C. TADDEO
AREA ABOUT 1103 S.F.
PARCEL TE-215
DAVID G. SEELEY
KATHLEEN BEONE SEELEY
AREA ABOUT 323 S.F.
PARCEL TE-213
AREA ABOUT 222 S.F.
PARCEL TE-212
PARCEL TE-232
PATRICK J. DHALLEY
CATHERINE A. DUALLEY
AREA ABOUT 875 S.F.
PARCEL TE-221
ERICH H. AMMEN
AREA ABOUT 1057 S.F.
PARCEL TE-216
MICHAEL R. BRADLEY
30 N MAIN STREET TRUST
AREA ABOUT 1074 S.F.
PARCEL TE-219B
MICHAEL R. BRADLEY
30 N MAIN STREET TRUST
AREA ABOUT 1521 S.F.
PARCEL TE-220
TWRC COMPANY LLC
AREA ABOUT
166 S.F.
PARCEL TE-222
AREA ABOUT
379 S.F.
PARCEL TE-210
AREA ABOUT
13 S.F.
PARCEL TE-211
AREA ABOUT 199 S.F.
PARCEL TE-236
EMILY LAFLEUR
KATIE LAFLEUR
AREA ABOUT 201 S.F.
FRANK J. MCGRATH
BHARGAV J. SHAH
DARSHANA SHAH
J.F. LANE FAMILY
REALTY TRUST
WILLIAM G. LANE AND
BARBARA E. WALSH, TRS
LIMIT OF PAVEMENT
MILLING AND
RESURFACING
SCALE
0 10 20 40 60 FEET


NATICK
NORTH MAIN STREET (ROUTE 27)
PRELIMINARY RIGHT OF WAY
PROPERTY PLAN SHEET
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N. MAIN ST. (RTE. 27)
NORTH AVE. (PUBLIC)
PARCEL TE-224
ANTHONY M. FIORENZI
AREA ABOUT 12134 S.F.
PARCEL TE-225
SEVAQ V. BIRANDIAN
AREA ABOUT 8061 S.F.
PARCEL TE-226
DAVID S CARTER
AREA ABOUT 5426 S.F.
PARCEL TE-227
MTSF TRUST
THOMAS E. AND KAREN B
RORANGE TRS
AREA ABOUT 3944 S.F.
PARCEL TE-223
STONE'S AUTO SERVICE
AREA ABOUT 6736 S.F.
PARCEL TE-213
AREA ABOUT 4916 S.F.
GPK REALTY TRUST
AHKA MARASIS, TRUSTEE
PARCEL SW-22
AREA ABOUT 416 S.F.
(FOR DETAIL SEE BELOW)
PARCEL SW-22
NOT TO SCALE
PROJECT END
STA 164+54.75
SCALE
0 10 20 40 60 FEET

ITEM TITLE: Custodial Cleaning Contract

ITEM SUMMARY: a. Terminate for Convenience, Effective October 1, 2018 with last date of service November 1, 2018: Greenlife Janitorial
b. Award Contract, Effective November 2, 2018: SJ Services

ATTACHMENTS:

Description	Upload Date	Type
Contract Award & Contract Termination Letter	9/28/2018	Cover Memo
Cleaning Services Procurement Process Memo	9/27/2018	Cover Memo
Termination for Convenience Notice to Greenlife Janitorial Corp.	9/28/2018	Cover Memo
Greenlife Janitorial Corp. Contract	9/27/2018	Cover Memo
Greenlife Janitorial Corp Renewal	9/27/2018	Cover Memo

TOWN OF NATICK
MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Kevin Coxall, Maintenance Manager
David Moores, Custodial Supervisor

DATE: September 27, 2018

SUBJECT: **CONTRACT AWARD &**
CONTRACT TERMINATION
Custodial Cleaning Services

In September, 2018, the Administration requested a procurement for custodial cleaning services under Operational Services Division (OSD) Contract FAC81. Pursuant to the attached, I solicited five (5) written quotes from firms on FAC81, which is a "State Bid List" contract. (Any and all contracts awarded pursuant to an OSD contract shall be deemed to be in compliance with M.G.L. c. 30B.)

The lowest quote received from a responsible and responsible quoting party was submitted by S.J. Services, Inc., 235 Newbury Street, Danvers, MA 01923. S.J. Services, Inc. has submitted a rate of $19.23/hour to perform the Town's required custodial cleaning services.

The Administration is requesting award of a contract, according to the above terms, as follows:
The term of this contract shall begin on November 2, 2018, and shall last through January 31, 2019, which is the current term of the OSD Contract. Should the Operational Services Division extend the contract for an additional two (2)-year term, the term of the contract awarded by the Natick Board of Selectmen would be extended until January 31, 2020. Notwithstanding this automatic extension, the Town would then have the right to further extend the term of the contract, after having assessed the performance of S.J. Services, until January 31, 2021.

There will be no separate written form of contract, as the Commonwealth has a master contract and has already conducted the procurement in a general sense. The Town will simply issue a purchase order, citing FAC81 and attaching S.J. Services, Inc.'s quote/proposal. Upon counsel's recommendation, and upon consultation with OSD, the Town's practice has been not to issue a separate contract, as the form has the potential to deviate from the terms of the State's form of contract. The formal writing, from the Town's perspective, will be the purchase order itself.

By virtue of this memorandum, the Administration is also requesting this evening termination of the current custodial cleaning contract, as being held by Greenlife Janitorial Services, Inc., for convenience. Pursuant to Section 19(e) of the current custodial cleaning contract, "the Town may (also) terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor." Pursuant to Section 20 of the current custodial cleaning contract, notice is required to be given by certified mail, return receipt requested to "President, Greenlife Janitorial Corp., 28 Church Street, Winchester, MA 01890." The Administration requests that the Selectmen sign the attached notice this evening, which will be issued in accordance with the above tomorrow morning. Greenlife Janitorial Corp. shall continue to perform services during the notice period, to wit, up to November 1, 2018. Pursuant to Section 19(e) of the Contract, Greenlife Janitorial Corp. shall be paid for all services rendered in accordance with the Contract up to that date.

Funding information: Facilities Department Operating Budget

MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Procurement Process – Cleaning Services – FAC81

Date: September 19, 2018

In September, 2018, I received a procurement request for custodial cleaning services, which were to be procured from Operational Services Division Contract FAC81. The Operational Services Division (OSD) awards a variety of statewide contracts that local jurisdictions may use without conducting a separate procurement under Chapter 30B

Under FAC81, the Town solicits at least three quotes and awards one to a responsible and responsive vendor that submits the best value in terms of price.

WRITTEN PURCHASE DESCRIPTION:

David Moores, the Town's Custodial Cleaning Supervisor, reviewed the existing scope and edited the document slightly to produce the following scope:

Pursuant to FAC81 (https://www.mass.gov/files/documents/2018/06/08/FAC81.pdf) The Town seeks Bids from firms/entities/persons to provide cleaning services for Town-owned buildings in the Town of Natick. The term of any contract awarded by the Town pursuant to this IFB shall be from October 1, 2018 to January 31, 2019. Should the FAC81 Contract be extended by the Commonwealth of Massachusetts Operational Services Division for its additional two (2)-year term, any Contract awarded by the Town shall be extended until January 31, 2020. Notwithstanding this extension, should FAC81 be so extended, the Town reserves the right, in its sole discretion, to extend the term of the contract until January 31, 2021. Notwithstanding any provision of FAC81, the Town reserves the right to terminate the terms of any contract awarded pursuant to its terms for termination, upon thirty (30) days prior written notice to the Contractor. The Town is exempt from payment of prevailing wages, and Quoting Parties should NOT use prevailing wage information in submitting quotes.

A. Locations to be Cleaned

Cleaning services for which Quotes are invited shall generally be performed at the following locations and hours and for the following times:

1. Natick Town Hall
13 East Central Street

Natick, MA 01760
Hours: 3:00 P.M. to 10:00 P.M., Monday through Thursday, and 10:00 A.M. to 12:00 P.M. (noon) and 2:00 P.M. to 6:00 P.M., Friday, at the applicable Hourly Rate.

2. *Natick Police Station*
20 East Central Street
Natick, MA 01760
Hours: 11:00 A.M. to 3:00 P.M., Tuesday; 8:00 A.M. to 12:00 A.M. and 8:00 A.M. to 2:00 P.M., Friday; and 8:00 A.M. to 12:00 P.M., Saturday, at the applicable Hourly Rate.

3. *Natick Fire Station*
22 East Central Street
Natick, MA 01760
Hours: One (1) hour per day, Monday through Friday, Two (2) Hours Saturday, at the applicable Hourly Rate.

4. *Morse Institute Library*
14 East Central Street
Natick, MA 01760
Regular Hours: 3:30 P.M. to 10:00 P.M., Monday through Wednesday; 12:00 P.M. to 10:00 P.M., Thursday; and 8:00 A.M. to 7:00 P.M. Friday through Saturday at the applicable Hourly Rate
Summer Hours: 3:30 P.M. to 10:00 P.M., Monday through Wednesday; 12:00 P.M. to 10:00 P.M., Thursday; 8:00 A.M. to 6:00 P.M. Friday; and 8:00 A.M. to 3:00 P.M. Saturday at the applicable Hourly Rate

5. *Kennedy Senior Center*
117 East Central Street
Natick, MA 01760
Hours: 3:00 P.M. to 7:00 P.M., Monday through Friday, at the applicable Hourly Rate

6. *Oak Street Building*
90 Oak Street
Natick, MA 01760
Hours: 6:00 P.M. to 9:00 P.M., Monday through Friday, at the applicable Hourly Rate

7. *Department of Public Works*
75 West Street
Natick, MA 01760
Hours: 10:00 A.M. to 2:00 P.M., Monday through Friday, at the applicable Hourly Rate

8. Department of Public Works Water Treatment Plant
Rte. 9 East
Natick, MA 01760
Hours: Monday two (2) hours, Wednesday two (2) hours, Friday two (2) hours, at the applicable Hourly Rate

9. Natick Community Organic Farm
117 Eliot Street
Natick, MA 01760
Hours: 7:00 A.M. to 9:00 A.M. Tuesday and Thursday, at the applicable Hourly Rate

10. John J. Lane Park
185 Speen Street
Natick, MA 01760
Hours: Monday through Friday one (1) hour, seasonal, at the applicable Hourly Rate

The Facilities Director or his designee has the right to increase or decrease these hours or to assign the Successful Quoting Party to other Town buildings. The Facilities Director may require coverage as late as 11:00 P.M. or may occasionally require Sunday coverage. Notwithstanding the foregoing, the Successful Quoting Party shall be guaranteed one hundred twenty (120) hours of work during each week of each year of any contract awarded.

B. Scope of Work at each Location

The Successful Quoting shall be required, under any Contract with the Town of Natick, to perform the following tasks at each location specified above, in Section III (A):

1. All trash and recycling receptacles shall be emptied on a daily basis.

2. All restrooms including floors and all fixtures shall be cleaned and disinfected on a daily basis.

3. All carpeting shall be vacuumed on a daily basis.

4. All floors shall be dry mopped and wet mopped on a daily basis.

5. All offices and fixtures shall be dusted from floor to ceiling on a weekly basis. Such dusting shall include HVAC vents, furniture and windowsills.

6. All entrances to the buildings shall be cleaned daily including mats vacuumed, stairs swept, all litter and trash removed and trash receptacles emptied.

7. During inclement weather, salting and shoveling of the entrances shall be performed as required or directed.

8. All interior and entranceway glass shall be cleaned on a daily basis.

9. On an as needed basis, setting up of furniture and equipment as required or directed. This shall include necessary preparation for functions and parties.

C. Successful Quoting Party's Personnel

The Successful Quoting Party's personnel shall be adequately trained by the Successful Quoting Party shall be experienced in the custodial service trade, and shall be of good moral character. All of the Successful Quoting Party's employees assigned to the building shall pass Criminal Offender Record Information (including SAFIS/fingerprint screening for those performing work in a school building) and Sex Offender Record Information Screening.

The Successful Quoting Party shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the president and foreman.

2. Name, address, and telephone number of all employees assigned to the Town of Natick's buildings. The Successful Quoting Party will update this list whenever there is a change in personnel.

The Successful Quoting Party shall provide services as an independent contractor, with the Town of Natick and the Successful Quoting Party and 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.

While on duty, the Successful Quoting Party's personnel shall wear shirts identifying themselves as employees of the Successful Quoting Party. Such shirts shall be provided at the Successful Quoting Party's sole cost and expense.

The Successful Quoting Party's personnel shall notify Town of Natick custodial personnel of their presence upon arrival for commencement of services under any Contract awarded pursuant to this IFB; nothing, however, shall be construed as constituting an employment relationship between the Successful Quoting Party's personnel and the Town of Natick.

D. Scheduling Work

1. The Successful Quoting Party shall schedule work to include routines specified by the Town of Natick.

2. The Successful Quoting Party shall alter scheduling per the Natick Facilities Director or his designee without cost increase.

3. The Successful Quoting Party shall instruct all of his/her/its employees to use the "sign in/out " sheet daily within the Town of Natick. Special written instructions may be found attached to the "sign in /out" sheet. The Successful Quoting Party shall furnish such a "sign in/out" sheet, which will be located in Natick at the locations to be cleaned, above, and which will be used by the Town in billing the Successful Quoting Party. Nothing associated with such a sign in/out sheet shall be evidence of an intent by the Town of Natick to employ such individuals.

4. The Successful Quoting Party and his/her/its assigned employees shall not be permitted to loiter,
while not on duty, within the designated work area or facility, or outside on the grounds and shall not be compensated for same. The Successful Quoting Party's employees shall take all breaks in accordance with all applicable legal standards and shall take such breaks in a fashion so as not to disrupt the Town of Natick's operations at any location to be cleaned.

E. Method of Operation

1. The Successful Quoting Party shall clean the building according to the latest industry methods in Eastern Massachusetts.

a. Security - All doors and windows shall be kept locked, and all exterior doors and windows shall be checked at the end of each day.

b. Energy conservation shall be practiced and lights in unoccupied areas shall be turned off and windows and doors kept closed.

c. No office or exterior keys shall be supplied to the Successful Quoting Party.

2. All of the Successful Quoting Party's personnel shall enter and leave by an assigned entrance.

3. The Successful Quoting Party shall attach to the "sign in/out" sheet, as specified above, or shall notify the Facilities Director or his designee of any supplies that are needed. Such supplies shall be furnished by the Town.

4. The Successful Quoting Party shall notify in writing the Facilities Director or his designee within twenty-four (24) hours of any occurrence or conditions within the building that interfere with the full performance of the Contract.

5. Any and all problems and /or complaints of a minor nature or similar isolated incidences shall be handled directly between the Successful Quoting Party and the Town.

6. All meetings or inspections required or desired between the Successful Quoting Party and the Facilities Director or his designee shall take place between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

7. A list of emergency numbers shall be maintained at both the Facilities Department and by the Successful Quoting Party. This list shall include all of the Successful Quoting Party's personnel.

8. The Successful Quoting Party shall observe the holidays listed below and shall not be compensated or otherwise paid for the following holidays:

New Years Day	*Labor Day*
Martin Luther King Day	*Columbus Day*
Presidents' Day	*Veterans' Day*
Patriots' Day	*Thanksgiving Day*
Memorial Day	*Friday after Thanksgiving Day*
Independence Day	*Christmas.*

9. The Successful Quoting Party shall be compensated only for the hours actually worked as listed herein or with written permission from the Facilities Director or his designee for special events, functions meetings or weather emergencies as may become necessary.

10. The Successful Quoting Party and the Facilities Director or his designee shall schedule monthly meetings to discuss current issues and concerns.

SOLICITED FIRMS:

On September 14, 2018, I used the Request for Quotes and its purchase description to solicit five (5) entities for written quotes. Firms solicited for written quotes, at the emails shown below, were:

1. Empire Cleaning, 669 Main Street, No. 1, Wakefield, MA 01880, 781-246-1223, Michael@empirecleaning.com,

2. Compass Facility Services, 65 Jackman Street, Georgetown, MA 01833, 978-352-7600. bgreelish@compassfacility.com

3. SJ Services, 235 Newbury Street, Danvers, MA 01923, 978-360-1229, dshea@sj-services.com,

4. AMPM Facility Services, 295 Weston Street, Waltham, MA 02453, 781-622-1444, x.137, brianl@ampmfs.com,

5. National Facility Services, 730 Main Street, Boylston, MA 01545, 508-869-0777, joe@nfsincorp.com

Quotes were ultimately due no later than 11:00 A.M. local time on September 19, 2018.

DATED WRITTEN QUOTES RECEIVED/PARTIES SUBMITTING QUOTES/AMOUNT OF EACH QUOTATION:

1. On September 18, 2018, Empire Cleaning, at the above address, submitted a quote of twenty-nine dollars and fifty cents ($29.50) per hour to provide the required services.

2. On September 18, 2018, SJ Services, at the above address, submitted a quote of nineteen dollars and twenty-three cents ($19.23) per hour to provide the required services.

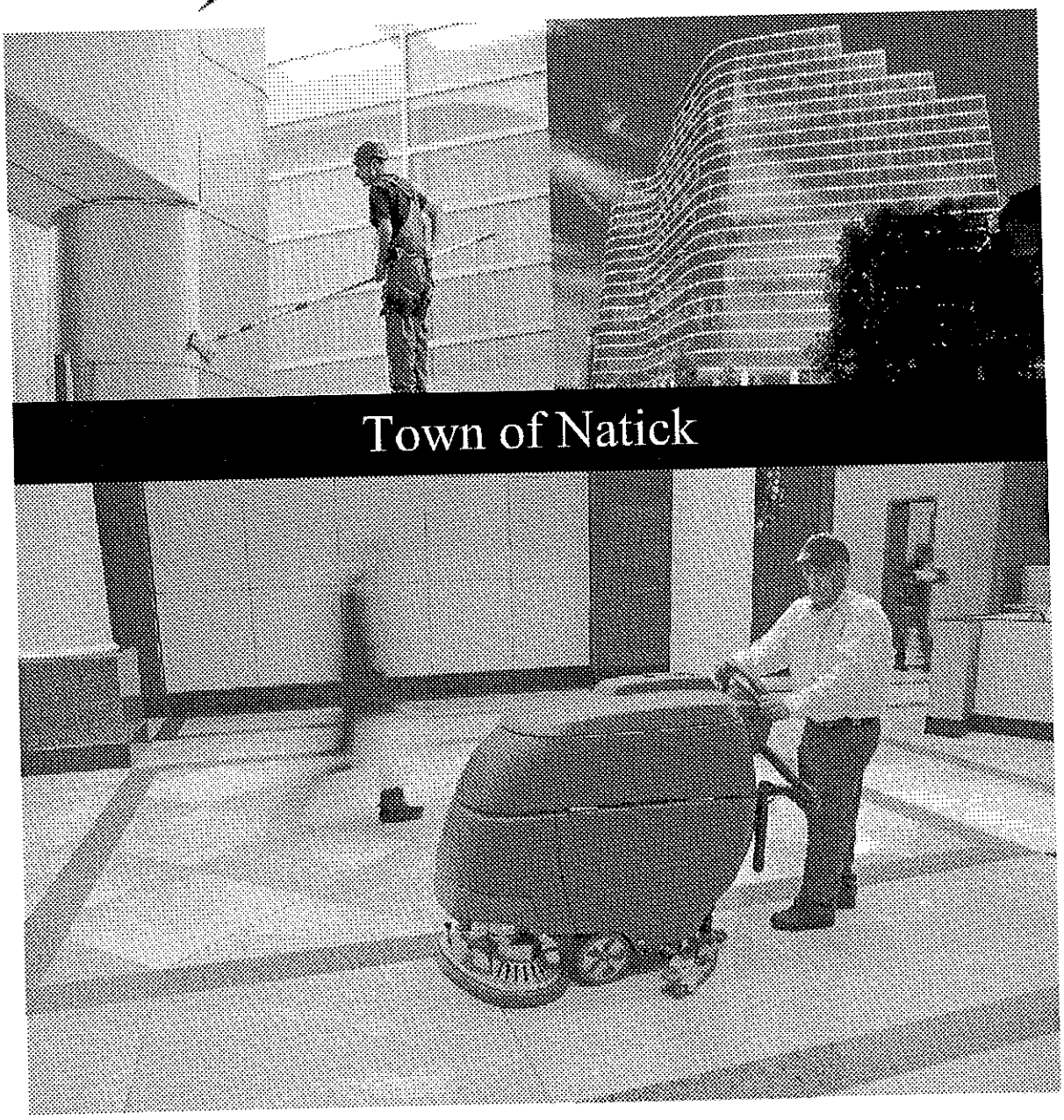
3. On September 19, 2018, National Facility Services, at the above address, submitted a quote of twenty-two dollars and fifty cents ($22.50) per hour to provide the required services.

4. On September 19, 2018, AMPM Facility Services, at the above address, responded that it could not quote, due to a lack of sufficient personnel to provide services under a potential contract with the Town of Natick.

5. On September 19, 2018, Compass Facility Services, at the above address, responded that it lacked the time to adequately service the hours specified by the Town of Natick under a potential contract with the Town.

S.J.SERVICES

Star Janitorial and Integrated Services



RFQ for Custodial Cleaning Services

September 18, 2018

S.J.SERVICES
Star Janitorial and Integrated Services

September 18, 2018

Bryan Le Blanc
Procurement Officer
Town of Natick
75 West Street
Natick, MA 01760

To Mr. Le Blanc,

Please find enclosed our proposal to provide cleaning services to the Town of Natick

S. J. Services Inc. is a leading contract cleaner in Massachusetts. We currently provide very similar cleaning programs to many accounts throughout Massachusetts and New England.

We have over 36 years of continuous operations and day-to-day management by the founding principles. Our management team has more than 120 years of combined experience managing cleaning and maintenance programs for our clients.

On a daily basis, we employ over 1,200 cleaners servicing over 40 million sq. ft. of floor space. We currently service over 100 Municipalities and State Agencies in Massachusetts daily.

S. J. Services Inc. has been certified by the Massachusetts Criminal History Systems Board to have speedier and more direct access for background checks of our employees. We use the CORI and SORI background checks as well as other background checks to assure that responsible people are in place at all of the facilities that we clean.

Sincerely,

Daniel Shea
Director of Professional Development
danielshea@sj-services.com
(351) 201-9276

TOWN OF NATICK
QUOTE FORM

The undersigned Quoting party hereby submits a quote for the procurement of Custodial Cleaning services in Natick.

The undersigned Quoting party acknowledges addenda numbered _____ (list all addenda, i.e., 1, 2, 3, etc.)

Printed Name of Quoting party:

S. J. Services, Inc.

Address: 235 Newbury Street

Danvers, MA 01923

Total lump sum fee: Nineteen dollars and Twenty-three cents (Write out in both words and numbers.) $19.23 per hour.

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 enumerated in this RFQ.

Authorized Signature

Daniel Shea
Printed Name

Director of Professional Development
Printed Title

9/18/2018
Date

Full Legal Name S. J. Services, Inc.

Officers of Corporation and Addresses

Shawn Shea - CEO - 235 Newbury St. Danvers, MA 01923

State of Incorporation Massachusetts

Principal Place of Business 235 Newbury Street

Danvers, MA 01923

Tel. 351-201-9276

Qualified in Massachusetts **Yes** X **No** _____

Principal Place of Business in MA 235 Newbury Street Danvers, MA 01923

S.J.SERVICES
Star Janitorial and Integrated Services

Commonwealth of MA FAC81 Janitorial Services Contract

S. J. Services, Inc. is proud to currently be a contractor under the current State of Massachusetts Janitorial Services, Environmentally Preferable Contract, FAC81.

Please see attached our original award letter and approved contract extension for FAC81.

Hartford, CT

235 Newbury Street
Danvers, MA 01923
978.750.1033
www.sj-services.com

Manchester, NH

OPERATIONAL SERVICES DIVISION
OFFICE OF STRATEGIC SOURCING SERVICES
Kathleen K. Reilly
Director

THE COMMONWEALTH OF MASSACHUSETTS
Executive Office for Administration and Finance
OPERATIONAL SERVICES DIVISION
One Ashburton Place, Suite 1017
Boston, MA 02108-1552

Deval L. Patrick
Governor
Timothy P. Murray
Lieutenant Governor
Glen Shor
Secretary
Gary J. Lambert
Assistant Secretary for
Operational Services

February 24, 2014

David Shea
S.J. Services Inc.
20 Locust St.
Danvers, MA 01923

Congratulations! The Operational Services Division's FAC81 Janitorial Services Strategic Sourcing Services Team (SSST) is pleased to inform you that your company has been awarded a contract for the opportunity to provide Janitorial Services as specified in the FAC81 RFR and in your accepted response, for district 1, 2, 3, 4, 5, 6. The initial contract period is February 1, 2014 to January 31, 2017, with options available to renew through January 31, 2021. Enclosed for your files is a fully executed copy of the FAC81 Standard Contract Form with your company.

Listed below is the quarterly sales reporting schedule that must be submitted on the standard "*Quarterly Sales Reporting" Excel template* available on the Comm-PASS (www.comm-pass.com) website under the FAC81 "Forms & Terms" tab, and which will be available on COMMBUYS after March 24th. The Quarterly Sales Report is a detailed spreadsheet of all contract service activity delivered, as well as all of the EPP products used per client, during a designated three month period. This report is due within 45 days (or less if possible) of the close of the prior quarter. This information must be submitted via E-mail to Sara.urato@state.ma.us in an excel format only, pdf files **will not be accepted.** You will note this spreadsheet also contains a mandatory tab for reporting Supplier Diversity Plan (SDP) expenditures for each quarter.

The 1% Administrative Fee reporting is a separate report and **MUST** also be submitted quarterly as instructed on the form. To obtain the Administrative Fee form please refer to the Comm-PASS (www.comm-pass.com) web site under the FAC81 contract "Forms & Terms" tab, and this form will also be available on COMMBUYS.

Due to the transition of our Comm-PASS system to the new COMMBUYS system, I am attaching these templates for your convenience. **The first report will be due May 15, 2014.**

Please note: Even if there have been no payments received within a quarter you MUST submit the Administrative Fee form as usual indicating zero payments received. *Both the Sales and Administrative fee reports **MUST** be submitted on time to avoid contract suspension.*

The following is an outline of the "quarters" for the product sales reporting and the 1% Administrative Fee Reporting due dates for each:

Designated Quarters	Reporting Due Dates
January 1 – March 31	May 15
April 1 – June 30	August 15
July 1 – September 30	November 15
October 1 – December 31	February 15

It is also important for you to understand how the contract will be used by authorized entities. I have attached the FAC81 Contract User Guide, which instructs contract users in how to obtain services from this contract. I have also attached our new "Statement of Work" template, (SOW) which contract users will fill out, email to you when requesting a quote, and you will be asked to complete the form and proceed as directed in the SOW. Some User may decide to create their own SOW, which is allowed.

Please remember and note that Prevailing Wages for Janitorial Services must be used on engagements for all Commonwealth owned or rented facilities, however, they do not apply to cities, towns or school districts. You may only quote on facilities located within the regions you were awarded in the contract.

If you have any questions please feel free to contact me at 617-720-3128 or E-mail Kathy.reilly@state.ma.us.

Sincerely yours,

Kathleen K Reilly
Director, Strategic Sourcing Services

Enclosure

Quarterly Sales Report Template spreadsheet
Quarterly Administrative Fee Template spreadsheet
FAC81 Contract User Guide
FAC81 Statement of Work Template

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) 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/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: S.J. Services Inc. (and d/b/a):	**COMMONWEALTH DEPARTMENT NAME:** Operational Services Division **MMARS Department Code:** OSD
Legal Address: (W-9, W-4,T&C): 235 Newbury Street, , Danvers, MA, 1923	**Business Mailing Address:** 1 Ashburton Pl, Rm 1017, Boston, MA 02108
Contract Manager: David Shea	**Billing Address** (if different):
E-Mail: dshea@sj-services.com	**Contract Manager:** Lalana Gunaratne
Phone: 978-360-1229 **Fax:**	**E-Mail:** Lalana.M.Gunaratne@state.ma.us
Contractor Vendor Code: VC6000179585	**Phone:** 617-720-3315 **Fax:**
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address Id Must be set up for EFT payments.)	**MMARS Doc ID(s):** FAC81* **RFR/Procurement or Other ID Number:** FAC81

__ **NEW CONTRACT** **PROCUREMENT OR EXCEPTION TYPE:** (Check one option only) __ Statewide Contract (OSD or an OSD-designated Department) __ Collective Purchase (Attach OSD approval, scope, budget) __ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) __ Emergency Contract (Attach justification for emergency, scope, budget) __ Contract Employee (Attach Employment Status Form, scope, budget) __ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	X **CONTRACT AMENDMENT** Enter Current Contract End Date *Prior* to Amendment: January 31 , 2017__. Enter Amendment Amount: $ _____. (or "no change") **AMENDMENT TYPE:** (Check one option only. Attach details of Amendment changes.) x Amendment to Scope or Budget (Attach updated scope and budget) __ Interim Contract (Attach justification for Interim Contract and updated scope/budget) __ Contract Employee (Attach any updates to scope or budget) __ Legislative/Legal 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.

x Commonwealth Terms and Conditions __ 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.)

x 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.)

__ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ _____.

PROMPT 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 10 days 0.0025 % PPD; Payment issued within 15 days 0.0025 % PPD; Payment issued within 20 days 0.0025 % PPD; Payment issued within 30 days 0.0025 % PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: Statewide Contract FAC81 for Janitorial Services, Environmentally Preferable, Statewide Contract, *with incorporated addendum.*

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

__ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

X 2. may be incurred as of February 1 , 2017__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of _____, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement 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 January 31, 2019 , 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: X: David J. Shea, Date: 1/20/17 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: David J. Shea Print Title: President	**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:** X: Kathleen K. Reilly, Date: 1/26/17 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Kathleen K. Reilly Print Title: Acting Assistant Secretary

Employee Screening: CORI / SORI

S. J. Services Inc. conducts comprehensive screening of all applicants. We use the following procedures for all applicants.

We are certified by the Massachusetts Criminal History System Board for conducting CORI/SORI background checks.

We have been doing this for many years and have designated our Director of Human Resources, Sheila Hanrahan, as our CORI officer. All employees undergo these checks including all cleaners, managers, executive staff and special service crews.

Other screening procedures:

1. All applicants must fill out a written application.
2. All applicants must present original documents including photo identification from a recognized government agency and a Social Security Card.
3. Social Security numbers are checked with the Social Security Administration.
4. An S. J. Services manager personally interviews all candidates.
5. All work and personal references are checked.
6. Federal I-9 and W-4 forms must be filled out.

Hartford, CT

235 Newbury Street
Danvers, MA 01923
978.750.1033
www.sj-services.com

Manchester, NH

S.J.SERVICES
Star Janitorial and Integrated Services

Employee Training

S. J. Services Inc. places a strong emphasis on training throughout the company. We recognize the value for all involved as a properly trained employee has far less safety and QC issues than an untrained cleaner.

ALL employees in the company receive both initial and on-going training through in-house programs, off-site seminars and on-line training including; general business, environmental, facilities management, and the latest innovations within the janitorial industry. SJS shall provide employee certifications of job related training upon award of contract.

Training Highlights

- Safety training
  - OSHA, environmental, general
  - Needham's emergency protocols
  - Wet floor training, use of wet floor and other signage
  - Personal Protective Equipment (PPE) use
  - Hazcom (hazard communication), Right to Know
  - Proper use of extension cords
- Equipment and Product training
  - Proper use, care and storage of all tools, equipment and cleaning agents
  - Green Seal cleaning products and systems
  - Anti-microbial
  - Equipment repair
- Procedures training
  - Methodology and assignments
  - Blood borne pathogens, Infection Control
  - HIV Awareness, Hepatitis B precautions
  - Asbestos Awareness (AHERA)
  - Communication
  - Cross-contamination
  - Restroom sanitation
  - Carpet care
- Other
  - Sexual harassment
  - Site specific security training

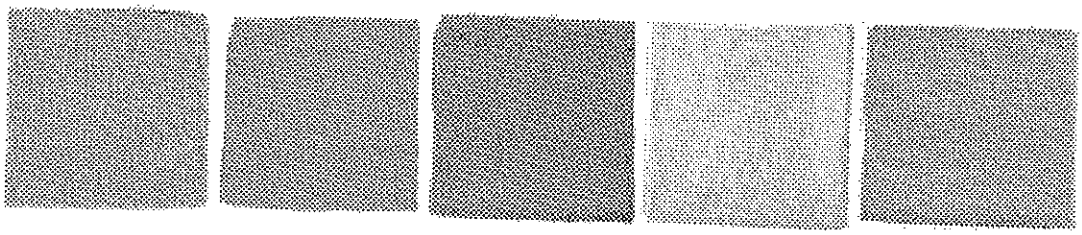
S.J.SERVICES
Star Janitorial and Integrated Services

Green Cleaning

S. J. Services has a strong commitment to **Green Cleaning** and eliminating "cross-contamination" because we recognize the benefits it provides to the building occupants and maintaining a healthy building environment.

Our standard program includes Green Seal certified cleaning products and equipment that are environmentally sensitive and prevent cross contamination as a result of janitorial procedures and equipment. Research shows occupants of buildings with environmentally sensitive cleaning programs, that help to improve Indoor Air Quality, are more productive and health related issues are decreased.

- Green Seal certified cleaning products
- Dispensing Control Units to provide proper chemical dilution and inventory control
- Continued staff training and education in the proper use and application of equipment and cleaning solutions.
- Color-coded wet mop system so, for example, mops that are used in restrooms and not used in other parts of the building. See below:



BLUE	GREEN	RED	YELLOW	GRAY
Mirrors/Glass	General	Toilets/Urinals	Dusting	Cafeteria

We shall maintain this program and the costs are included in our pricing so there is no added charge.

Hartford, CT

235 Newbury Street
Danvers, MA 01923
978.750.1033
www.sj-services.com

Manchester, NH

S.J.SERVICES
Star Janitorial and Integrated Services

Insurance

S. J. Services agrees to abide by all insurance requirements in this contract. We have attached an illustration of our current coverage.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2018

PRODUCER (978) 745-6464
Rose Insurance
66 Loring Avenue
P.O. Box 958
Salem MA 01970-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
S. J. Services, Inc.
235 Newbury Street
Danvers MA 01923-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Evanston	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	3C42606	05/06/2018	05/06/2019	EACH OCCURRENCE	$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100000
						MED EXP (Any one person)	$ 5000
						PERSONAL & ADV INJURY	$ 1000000
						GENERAL AGGREGATE	$ 2000000
						PRODUCTS - COMP/OP AGG	$ 2000000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				NONE	
						COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Janitorial Services

CERTIFICATE HOLDER

( ) - ( ) -

For Insured's Records

06489-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Rhonda B Andre

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/9/2018

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
Cross Insurance-Wakefield
401 Edgewater Place Suite 220
Wakefield MA 01880

CONTACT NAME: Aimee Hill
PHONE (A/C, No, Ext): (781) 914-1000 FAX (A/C, No): (781) 224-5777
E-MAIL ADDRESS: ahill@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Selective Insurance Group	
INSURER B: Starstone National Ins. Co.	25496
INSURER C: Wesco Ins. Co.	25011
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
S.J. Services Inc.
235 Newbury Street
Danvers MA 01923

COVERAGES CERTIFICATE NUMBER: CL185749002 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			BINDER 18/19 AUTO	5/6/2018	5/6/2019:	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist BI-single	$ 1,000,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			BINDER/18-19 EXCESS	5/6/2018	5/6/2019	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	BINDER/18-9 WC	6/1/2018	6/1/2019	PER STATUTE 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

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

CERTIFICATE HOLDER
Evidence of Coverage

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
Aimee Hill/AH3

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Town of Natick
Natick, Massachusetts

Request for Quotes

for

the Procurement of Custodial Cleaning Services

QUOTES DUE:
September 19, 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 Custodial Cleaning services in Natick. 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 Custodial Cleaning Services," will be received until **11:00 A.M. local time, September 19, 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

A. Scope of Services

Pursuant to FAC81 (https://www.mass.gov/files/documents/2018/06/08/FAC81.pdf) The Town seeks Bids from firms/entities/persons to provide cleaning services for Town-owned buildings in the Town of Natick. The term of any contract awarded by the Town pursuant to this IFB shall be from October 1, 2018 to January 31, 2019. Should the FAC81 Contract be extended by the Commonwealth of Massachusetts Operational Services Division for its additional two (2)-year term, any Contract awarded by the Town shall be extended until January 31, 2020. Notwithstanding this extension, should FAC81 be so extended, the Town reserves the right, in its sole discretion, to extend the term of the contract until January 31, 2021. Notwithstanding any provision of FAC81, the Town reserves the right to terminate the terms of any contract awarded pursuant to its terms for termination, upon thirty (30) days prior written notice to the Contractor. The Town is exempt from payment of prevailing wages, and Quoting Parties should NOT use prevailing wage information in submitting quotes.

A. Locations to be Cleaned

Cleaning services for which Quotes are invited shall generally be performed at the following locations and hours and for the following times:

1. Natick Town Hall
13 East Central Street
Natick, MA 01760
Hours: 3:00 P.M. to 10:00 P.M., Monday through Thursday, and 10:00 A.M. to 12:00 P.M. (noon) and 2:00 P.M. to 6:00 P.M., Friday, at the applicable Hourly Rate.

2. Natick Police Station
20 East Central Street
Natick, MA 01760
Hours: 11:00 A.M. to 3:00 P.M., Tuesday; 8:00 A.M. to 12:00 A.M. and 8:00 A.M. to 2:00 P.M., Friday; and 8:00 A.M. to 12:00 P.M., Saturday, at the applicable Hourly Rate.

3. Natick Fire Station
22 East Central Street
Natick, MA 01760
Hours: One (1) hour per day, Monday through Friday, Two (2) Hours Saturday, at the applicable Hourly Rate.

4. Morse Institute Library

14 East Central Street
Natick, MA 01760
Regular Hours: 3:30 P.M. to 10:00 P.M., Monday through Wednesday; 12:00 P.M. to 10:00 P.M., Thursday; and 8:00 A.M. to 7:00 P.M. Friday through Saturday at the applicable Hourly Rate
Summer Hours: 3:30 P.M. to 10:00 P.M., Monday through Wednesday; 12:00 P.M. to 10:00 P.M., Thursday; 8:00 A.M. to 6:00 P.M. Friday; and 8:00 A.M. to 3:00 P.M. Saturday at the applicable Hourly Rate

5. Kennedy Senior Center
117 East Central Street
Natick, MA 01760
Hours: 3:00 P.M. to 7:00 P.M., Monday through Friday, at the applicable Hourly Rate

6. Oak Street Building
90 Oak Street
Natick, MA 01760
Hours: 6:00 P.M. to 9:00 P.M., Monday through Friday, at the applicable Hourly Rate

7. Department of Public Works
75 West Street
Natick, MA 01760
Hours: 10:00 A.M. to 2:00 P.M., Monday through Friday, at the applicable Hourly Rate

8. Department of Public Works Water Treatment Plant
Rte. 9 East
Natick, MA 01760
Hours: Monday two (2) hours, Wednesday two (2) hours, Friday two (2) hours, at the applicable Hourly Rate

9. Natick Community Organic Farm
117 Eliot Street
Natick, MA 01760
Hours: 7:00 A.M. to 9:00 A.M. Tuesday and Thursday, at the applicable Hourly Rate

10. John J. Lane Park
185 Speen Street
Natick, MA 01760
Hours: Monday through Friday one (1) hour, seasonal, at the applicable Hourly Rate

The Facilities Director or his designee has the right to increase or decrease these hours or to assign the Successful Quoting Party to other Town buildings. The Facilities Director may require coverage as late as 11:00 P.M. or may occasionally require Sunday coverage. Notwithstanding the foregoing, the Successful Quoting Party shall be guaranteed one hundred twenty (120) hours of work during each week of each year of any contract awarded.

B. Scope of Work at each Location

The Successful Quoting shall be required, under any Contract with the Town of Natick, to perform the following tasks at each location specified above, in Section III (A):

1. All trash and recycling receptacles shall be emptied on a daily basis.

2. All restrooms including floors and all fixtures shall be cleaned and disinfected on a daily basis.

3. All carpeting shall be vacuumed on a daily basis.

4. All floors shall be dry mopped and wet mopped on a daily basis.

5. All offices and fixtures shall be dusted from floor to ceiling on a weekly basis. Such dusting shall include HVAC vents, furniture and windowsills.

6. All entrances to the buildings shall be cleaned daily including mats vacuumed, stairs swept, all litter and trash removed and trash receptacles emptied.

7. During inclement weather, salting and shoveling of the entrances shall be performed as required or directed.

8. All interior and entranceway glass shall be cleaned on a daily basis.

9. On an as needed basis, setting up of furniture and equipment as required or directed. This shall include necessary preparation for functions and parties.

C. Successful Quoting Party's Personnel

The Successful Quoting Party's personnel shall be adequately trained by the Successful Quoting Party shall be experienced in the custodial service trade, and shall be of good moral

character. All of the Successful Quoting Party's employees assigned to the building shall pass Criminal Offender Record Information (including SAFIS/fingerprint screening for those performing work in a school building) and Sex Offender Record Information Screening.

The Successful Quoting Party shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the president and foreman.

2. Name, address, and telephone number of all employees assigned to the Town of Natick's buildings. The Successful Quoting Party will update this list whenever there is a change in personnel.

The Successful Quoting Party shall provide services as an independent contractor, with the Town of Natick and the Successful Quoting Party and 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.

While on duty, the Successful Quoting Party's personnel shall wear shirts identifying themselves as employees of the Successful Quoting Party. Such shirts shall be provided at the Successful Quoting Party's sole cost and expense.

The Successful Quoting Party's personnel shall notify Town of Natick custodial personnel of their presence upon arrival for commencement of services under any Contract awarded pursuant to this IFB; nothing, however, shall be construed as constituting an employment relationship between the Successful Quoting Party's personnel and the Town of Natick.

D. Scheduling Work

1. The Successful Quoting Party shall schedule work to include routines specified by the Town of Natick.

2. The Successful Quoting Party shall alter scheduling per the Natick Facilities Director or his designee without cost increase.

3. The Successful Quoting Party shall instruct all of his/her/its employees to use the "sign in/out "
sheet daily within the Town of Natick. Special written instructions may be found attached to the "sign in /out" sheet. The Successful Quoting Party shall furnish such a "sign in/out" sheet, which will be located in Natick at the locations to be cleaned, above, and which will be used

by the Town in billing the Successful Quoting Party. Nothing associated with such a sign in/out sheet shall be evidence of an intent by the Town of Natick to employ such individuals.

4. The Successful Quoting Party and his/her/its assigned employees shall not be permitted to loiter,
while not on duty, within the designated work area or facility, or outside on the grounds and shall not be compensated for same. The Successful Quoting Party's employees shall take all breaks in accordance with all applicable legal standards and shall take such breaks in a fashion so as not to disrupt the Town of Natick's operations at any location to be cleaned.

E. Method of Operation

1. The Successful Quoting Party shall clean the building according to the latest industry methods in Eastern Massachusetts.

a. Security - All doors and windows shall be kept locked, and all exterior doors and windows shall be checked at the end of each day.

b. Energy conservation shall be practiced and lights in unoccupied areas shall be turned off and windows and doors kept closed.

c. No office or exterior keys shall be supplied to the Successful Quoting Party.

2. All of the Successful Quoting Party's personnel shall enter and leave by an assigned entrance.

3. The Successful Quoting Party shall attach to the "sign in/out" sheet, as specified above, or shall notify the Facilities Director or his designee of any supplies that are needed. Such supplies shall be furnished by the Town.

4. The Successful Quoting Party shall notify in writing the Facilities Director or his designee within twenty-four (24) hours of any occurrence or conditions within the building that interfere with the full performance of the Contract.

5. Any and all problems and /or complaints of a minor nature or similar isolated incidences shall be handled directly between the Successful Quoting Party and the Town.

6. All meetings or inspections required or desired between the Successful Quoting Party and the Facilities Director or his designee shall take place between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

7. A list of emergency numbers shall be maintained at both the Facilities Department and by the Successful Quoting Party. This list shall include all of the Successful Quoting Party's personnel.

8. The Successful Quoting Party shall observe the holidays listed below and shall not be compensated or otherwise paid for the following holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas.

9. The Successful Quoting Party shall be compensated only for the hours actually worked as listed herein or with written permission from the Facilities Director or his designee for special events, functions meetings or weather emergencies as may become necessary.

10. The Successful Quoting Party and the Facilities Director or his designee shall schedule monthly meetings to discuss current issues and concerns.

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 mandated by FAC81, 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 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 Custodial Cleaning services in Natick.

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.)

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 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 – FAC81

(SEE ATTACHED DOCUMENT.)

Contract User Guide for FAC81

OPERATIONAL SERVICES DIVISION

FAC81: Janitorial Services, Environmentally Preferable Statewide Contract

UPDATED: 6/4/2018

Contract #:	**FAC81**
MMARS MA #:	**FAC81***
Initial Contract Term:	**2/1/2014 to 1/31/2017**
Maximum End Date:	**One (1) remaining 2 year option to renew through 1/31/2021**
Current Contract Term:	**2/1/2017 to 1/31/2019**
Contract Manager:	Gayle Gionet, 617-720-3381, gayle.gionet@state.ma.us
This Contract Contains:	Small Business Purchasing Program, Supplier Diversity Office (SDO) Contractors and Environmentally Preferable Products (EPP), Prompt Payment Discount. (FAC81 Vendors at Risk of Suspension or Suspended.docx)
UNSPSC Codes:	76-11-00-00-0000

*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).

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- Environmentally Preferable Products
- Emergency Services
- Performance and Payment Time Frames Which Exceed Contract Duration
- Strategic Sourcing Team Members
- VENDOR LIST AND INFORMATION
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TIP: To return to the first page throughout this document, use the CTL + Home command.

Contract Summary

This is a multi-award contract, by region, offering all eligible entities the ability to solicit quotes and utilize janitorial companies of varying sizes for their cleaning needs. This contract provides many qualified janitorial contractors who will be responsible for providing the cleaning services required to maintain Commonwealth Departments, municipalities, schools and other eligible entities. Services provided under this contract are not intended to be used to replace any current janitorial staff engaged by agencies that provide such services.

Prevailing Wage Rates are required to be paid for this contract ***but only apply to employees of contractors which provide cleaning and maintenance services for public buildings, either owned or rented by the commonwealth (M.G.L. Chapter 149, Section 27H).*** Cities, Towns and School districts using this contract are not subject to Prevailing Wage requirements, as cited in the above section.

Departments were allowed to continue with their FAC67 janitorial company, if that company has an award under FAC81, the new engagement will be governed by the new terms of FAC81. Those departments who choose to continue with their FAC67janitorial service must obtain current prevailing wage rates (for Commonwealth owned or rented public buildings only) and create a new encumbrance under FAC81, and we encourage departments to consider obtaining quotes from other vendors to ensure you are still getting best value, as the price structure/approach is different than FAC67. All new engagements must solicit quotes from their regional awarded contractors in accordance with the process identified in this document.

NOTE: This contract is not intended for use by the Department of Capital Asset Management and Maintenance (DCAMM) for those facilities that are part of the Integrated Facility Management (IFM) regions of DCAMM, including the Government Center Complex. The FAC81 contracts are primarily intended for use by medium to small sized facilities that are not part of DCAMM IFM. Any facility that is absorbed by the DCAMM IFM Region during the life of this contract will not be required to continue to use FAC81 once the transition is completed, and any agreed upon statement of work will be terminated.

In addition, this solicitation requires the use of environmentally preferable, or "green" cleaning products by all awarded contractors as required by Governor Patrick's Executive Order 515 and specified in the RFR wherever they are available for the purpose of protecting human health and the environment to the greatest extent possible. FAC81 vendors were required to submit their list of green products for review and approval prior to award. All products were required to be listed on the OSD's Approved Green Products List (http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/procurement-prog-and-serv/epp-procurement-prog/green-products-and-serv/specific-epp-statewide-contracts/green-cleaning-products.html). This list includes green chemicals that have been "Independently Third-Party Certified;" which means that the environmental claims as well as the product performance have been tested and certified by an established and legitimate, nationally-recognized certification program.

Benefits and Cost Savings

HEALTH BENEFITS TO USING GREEN CLEANING PRODUCTS:
The National Association of School Nurses says that using less toxic products to clean:
•Reduces allergies and sensitivities, reduces absenteeism, improves indoor air quality, increases productivity, and enables higher test scores;
•Involves greater safety in handling for custodians and cleaning staff as ingredients in common cleaning products have been linked to triggering asthmatic episodes, cancer, effects on the nervous system, reproductive organs, kidneys, liver and hormones.

COST SAVINGS and OTHER BENEFITS
•Service providers using green cleaning products can save themselves and their customers money by purchasing and using a single product with different dilution rates depending on the job;
•Many of the products have automatic dispensing systems which reduce over use of products and product exposure to employees;
•Vendors have submitted in their RFR FAC81 Response details on the experience level of staff members and how background checks and CORI/SORI requirements are performed and documented. Departments may request to receive such information when getting quotes from vendors. Vendors have also agreed to detail within the Statement of Work document (to be used for all jobs under this contract), their established work schedules, identified staffing, supplies and equipment, performance requirements, and compliance with environmental specifications that are similar to third party industry cleaning standards which can be monitored by the Strategic Sourcing Services Team (SSST).

Find Bid/Contract Documents

- To find all contract-specific documents, including the Contract User Guide, RFR, specifications, price sheets and other attachments, visit COMMBUYS.com and search for FAC81 to find related Master Blanket Purchase Order (MBPO) information.
- To find vendor-specific documents, including price sheets, see links to individual vendor MBPOs on the Vendor Information page.

Who Can Use This Contract

Applicable Procurement Law

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

Pricing, Quote and Purchase Options

Purchase Options

This contract has been set up as a distributor model (solicitation enabled) Master Blanket Purchase Order (MBPO) in COMMBUYS. A Solicitation Enabled Distributor Model MBPO is a single MBPO that has multiple vendors listed as distributors. This allows you to solicit quotes within COMMBUYS, award and place the order through COMMBUYS.

There are 22 total vendors on this contract and 7 different distributor model Master Blanket Purchase Orders (MBPO). Each MBPO contains a list of the vendors for the specific district they have been awarded, and a separate MBPO for vendors awarded Statewide. Most vendors appear on multiple MBPOs. The Contract User Guide, Statement of Work Template and Vendor Information Reference sheet has been attached to all MBPOs.

Each Master Blanket Purchase Order has one line with a variation on the district:

Janitorial Services, District 1 Vendors, Environmentally Preferable, Custodial Service. Contract Services include but not limited to: Sweeping, vacuuming, cleaning, trash removal, recycling, window washing, dusting, and optional snow removal. A Statement of Work is required and contract users must solicit at least three quotes from the available vendors. Prevailing wage is required for Commonwealth owned and rented facilities.

Pricing Options

Pricing: This contract does not contain specific pricing, but is established as a Qualified List of vendors. Contract users wishing to engage an FAC81 janitorial contractor must create a Statement of Work (with region prevailing wages only if the requesting department is a Commonwealth owned or rented office/facility) and which must be used to **solicit at least three quotes from contractors in their region**, to be evaluated with best value criteria applied.

NOTE For Commonwealth Owned or Rented Facilities: Prevailing Wage Rates must be obtained by the Commonwealth Buying Entity directly from the Division of Labor Standards (DLS): http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/ *at the time of Statement of Work preparation and for contractor use when engaged with the Buying Entity.*

Statement of Work (SOW):
Contract users must complete a detailed Statement of Work for any engagement to be completed under this contract and are required to have vendors conduct a site visit prior to making an award. The SOW template can be found under the "Attachment" tab on COMMBUYS under each District's MBPO; it is recommended that buyers use this format to request the following list and any other information as required by the engaging entity:

- Scope of Services/Deliverables Dates & Location of service
- Detailed Budget
- Estimated total costs
- # of staff/rate(s) per hour
- List of Approved Green Cleaning Products

Required Documentation from Contractor:

- Vendors are required to submit completed payment vouchers and all required signed documentation to the designated buyer personnel for processing. Vendors are obligated to pay prevailing wage rates to their employees who work in Commonwealth owned or rented facilities under this contract. Please report any known or suspected underpayment or non-payment of the prevailing wage to OSD for referral to the Attorney General's Office and the Department of Labor and Workforce Development. There is no Commonwealth form to report weekly janitorial prevailing wage, as there is for construction.
- For non-Commonwealth owned or rented facilities, invoices for services rendered during the previous month must be submitted to the hiring entity according to the terms of the Statement of Work.

Setting up a COMMBUYS Account

COMMBUYS is the Commonwealth's electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or COMMBUYS@state.ma.us.

When contacting a vendor on statewide contract, always reference FAC81 to receive contract pricing.

Quick Search in COMMBUYS

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate items described on the MBPO or within the vendor catalog line items. Select Contract/Blanket or Catalog from the drop-down menu.

How to Purchase From the Contract

For a description of how to complete this purchase in COMMBUYS, visit the *Job Aids for Buyers* webpage, and select:

- The *COMMBUYS Purchase Orders* section, and choose the *How to Create a Solicitation Enabled Bid Using a Release Requisition* job aid or one of the quick reference guides.

At least three (3) quotes must be solicited from vendors on this contract and quoting on this contract should be done through COMMBUYS. Contract Users must create a Statement of Work (SOW), or use the SOW Template available under each MBPO. To create the bid for quoting through COMMBUYS, follow the below steps.

1. Start with a New Requisition, on the General Tab, Fill in all required information and **make sure** to check off the Solicitation Enabled check box.
2. Within the requisition, Click on the Items tab, click 'Search Items'; then click the plus sign next to Advanced Search to do an advanced search. Use FAC81 in the *Description* field; or enter the MBPO number in the *Contract / PO#* field. If entering only FAC81 in the *Description* field, a list of seven (7) line items will appear, below is a list of the Mass DOT districts and the cities and towns that fall under each district.
3. Once item is added to the requisition, COMMBUYS will bring you to the Items tab and have an error message saying that the line item needs to have a value greater than 0. Click on **Enter Info** under the **Catalog Price/ Unit Cost** and enter in the **estimated cost**. This can be hidden from the bid before sending it to the vendors.
4. Next click on the Distributor tab and select the vendors you want to solicit quotes from.
5. Attach your Statement of Work and any other pertinent documents in the Attachment tab, making sure to check the box that says Show to Vendor.
6. The Reminders tab can be used for internal reminders.

7. Review the Summary Tab, and then Submit for Approval.
    a. Once Approved, the Requisition will turn into a bid ready for purchasing, once it is in this status, you will need to click Convert to Bid.
8. Once it is converted to a bid, you will go through the tabs and enter in the required information. On the Items tab you can delete the cost that was previously entered on the requisition so no estimated cost shows to the vendor, or if you leave the previously entered cost this will show to the vendor as an estimated cost.
9. Once everything is review, it is then submitted for approval and sent to the vendors.

The vendors will then do a walk through as specified in the SOW and submit their response through COMMBUYS and the bid can then be award.

Obtaining Quotes

Contract users should always reference FAC81 when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value.

For a full description of how to complete a quote in COMMBUYS visit the *Job Aids for Buyers* webpage, and select:

- The *COMMBUYS Purchase Orders* section, and choose the *How to Create a Solicitation Enabled Bid Using a Release Requisition* job aid.

Prevailing Wage Requirements

Prevailing Wage Rates are required to be paid for this contract ***but only apply to employees of contractors which provide cleaning and maintenance services for public buildings, either owned or rented by the commonwealth (M.G.L. Chapter 149, Section 27H).*** Cities, Towns and School districts using this contract are not subject to Prevailing Wage requirements, as cited in the above section.

Instructions for MMARS Users

MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor.

Environmentally Preferable Products (EPP)

GREEN CLEANING PRODUCTS AND PRACTICES: *Executive Order 515, Establishing an Environmental Purchasing Policy* issued by the Patrick-Murray Administration in 2009, **requires all janitorial service companies** providing services to Executive Branch Agencies to use environmentally preferable (green) cleaning products and practices as specified in Commonwealth statewide contracts. In particular, all vendors are required to use products listed on the OSD's Approved Green Products List for FAC85. FAC85 is the Statewide contract for Green Cleaning Products, Programs, Equipment and Supplies, and includes all products and services to assist in implementing a green cleaning program. It is not a requirement that FAC81 vendors use

FAC85 vendors to purchase their products; however they must only use products that are on the Approved Green Products List. This list includes green chemicals that have been "Independently Third-Party Certified;" which means that the environmental claims as well as the product performance have been tested and certified by an established and legitimate, nationally-recognized certification program.

- Using less toxic products benefits Commonwealth citizens on many levels:
- reduces the risks to custodians and cleaning staff who are handling the products;
- improves indoor air quality for building occupants as a result of lower volatile organic compounds (VOCs);
- significantly lessens the amount of toxic substances going down the drain and into water and soil, which also impacts plants and animals in the area; and
- offers efficiencies in cleaning via dispensing systems that control use and equipment that does the job the same or better with less or no chemical use; **these all add up to saving money.**

Emergency Services

Many statewide contracts are required to provide products or services in cases of statewide emergencies. ML - 801 CMR 21 defines emergency for procurement purposes. Visit the Emergency Contact Information for Statewide Contracts list for emergency services related to this contract.

Comments and Complaints:

Comments and/or complaints regarding any aspect of this contract can be emailed directly to the OSD Contract Manager.

Frequently Purchased Items on the Contract

Services frequently purchased through this contract include:

- Sweep floors and vacuum carpets.
- Empty waste receptacles.
- Trash removal.
- Office and bottle/can recycling.
- Hard floor buffing.
- Scrub, strip and seal work.
- Replenish paper towel, toilet paper and hand soap dispensers.
- Strip and apply non-slip or non-skid floor finish to restroom floors.
- Clean walls, partitions, including contiguous surfaces.
- Dust and wash columns, doors, and door frames.
- Vacuum upholstered furniture and full rug area.

- Spot clean carpet to remove all stains.
- Clean and vacuum all air diffusers.
- Wash windows.
- Clean ceiling areas, overhead pipes, wall fans, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, etc.
- Office building garage cleaning.
- Optional: Snow removal of areas adjacent to the building(s) (walkways, stairways) and any limited routes to accessible areas where deemed appropriate.

Other Discounts

- **Prompt Pay Discounts:** A discount given to the buyer if paid within a certain time period. These discounts may be found in the Vendor List and Information section below. All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed by vendor and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

Performance and Payment Time Frames Which Exceed Contract Duration

All term maintenance or other agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than 12 months beyond the current contract term of this Statewide Contract as stated on the first page of this contract user guide. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.

Memorandum of Understanding/Statement of Work

Contract users must complete a detailed Statement of Work for any engagement to be completed under this contract and are required to have vendors conduct a site visit prior to making an award. The SOW template can be found under the "Attachment" tab on COMMBUYS under each District's MBPO; it is recommended that buyers use this format to request the following list and any other information as required by the engaging entity:

- Scope of Services/Deliverables Dates & Location of service
- Detailed Budget
- Estimated total costs

- # of staff/rate(s) per hour
- List of Approved Green Cleaning Products

Required Documentation from Contractor:

- Vendors are required to submit completed payment vouchers and all required signed documentation to the designated buyer personnel for processing. Vendors are obligated to pay prevailing wage rates to their employees who work in Commonwealth owned or rented facilities under this contract. Please report any known or suspected underpayment or non-payment of the prevailing wage to OSD for referral to the Attorney General's Office and the Department of Labor and Workforce Development. There is no Commonwealth form to report weekly janitorial prevailing wage, as there is for construction.
- For non-Commonwealth owned or rented facilities, invoices for services rendered during the previous month must be submitted to the hiring entity according to the terms of the Statement of Work.

Strategic Sourcing Team Members

Name	Department	Email
Gayle Gionet	Operational Services Division (OSD)	Gayle.Gionet@state.ma.us
Deanne Daneau	Department of Environmental Protection (DEP)	Deanne.Daneau@state.ma.us
Julia Wolfe	Operational Services Division (OSD)	Julia.Wolfe@state.ma.us
Tina Urato	Massachusetts Emergency Management Agency (CDA)	Tina.Urato@state.ma.us

Contract User Guide for FAC81

Vendor List and Information*

Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email	Districts	Discounts (PPD, Dock Delivery, Other)
A-1 Clean Team, Inc.	See Appendix A Page 13	VC6000180778, 16		617-650-1273	a1cleanteam@hotmail.com	3,4,5,6	2% - 10 days 1% - 15 days 1% - 20 days
Advanced Maintenance Solutions	See Appendix A Page 13	VC6000263933, 3		978-922-3911	advancedmaintenanceinc@gmail.com	3,4,5,6	2% - 10 days 1% - 30 days
American Cleaning CO	See Appendix A Page 13	VC6000155212, 4	Henry Valerio	617-562-4000	hvalerio@amercln.com	4,5,6	1.25% - 10 days 0.75% - 15 days 0.5% - 20 days 0.25 – 30 days
AMPM Facility Services	See Appendix A Page 13	VC6000169668, 5		781-622-1444 ext. 137	brianl@ampmfs.com	3,4,5,6	2% - 10 days 1.5% - 15 days 1% - 20 days
BestPro Cleaning LLC	See Appendix A Page 13	VC0000691956, 6	Diana Gallego	508-310-5406	diana@bestprollc.com	3,4,6	5% - 10 days 4% - 15 days 3% - 20 days 2% – 30 days
C.M Cleaning Company	See Appendix A Page 13	VC0000552889, 8	Teresa Moore	781-344-1441	teresa@cmcleaning.com	5,6	1% - 10 days
CLEANCO	See Appendix A Page 13	VC6000188914, 7		781-890-2400	jdavies@cleancocorp.com	1,2,3,4,5,6	2% - 10 days 1% - 15 days 1% - 20 days 1% – 30 days
Compass Facility Services	See Appendix A Page 13	VC6000167948, 9		978-352-7600	bgreelish@compassfacility.com	1,2,3,4,5,6	1% - 10 days 1% - 15 days
Complete Cleaning Company, Inc.	See Appendix A Page 13	VC0000712247, 18	Garry Beaver	781-598-1666	garry@complete-cleaning.com	1,2,3,4,5,6	3% - 10 days 2.5% - 15 days 2% - 20 days
Done Right Building Services	See Appendix A Page 13	VC6000182340, 19		617-236-0155	Lincoln@donerightservices.com	1,2,3,4,5,6	2% - 10 days 1% - 15 days
Empire Cleaning Inc.	See Appendix A Page 13	VC6000157974, 29		781-246-1223	Michael@empirecleaning.com	1,2,3,4,5,6	1% - 30 days

*Note that COMMBUYS is the official system of record for vendor contact information.

Contract User Guide for FAC81

Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email	Districts	Discounts (PPD, Dock Delivery, Other)
Facilities Management & Maintenance, Inc.	See Appendix A Page 13	VC6000181690, 10		617-561-7003	esaenz@fmm-inc.com	1,2,3,4,5, 6	0.3% - 10 days 0.3% - 15 days 0.2% - 20 days
KleenRite Services Paixao Inc. DBA KleenRite Services	See Appendix A Page 13	VC6000178011, 1		413-737-7663	kleenrite@gmail.com	1,2,3	2% - 10 days 1% - 15 days
M&M Contract Cleaning	See Appendix A Page 13	VC6000243982, 12	Jennifer Miller	508-427-1702	jmiller@mmcontractcleaning.com	2,3,4,5,6	4% - 10 days 3% - 15 days 2% - 20 days
MD Stetson Co., Inc. DBA Facilitech	See Appendix A Page 13	VC6000156599, 17	Michael Glass	781-986-6161 ext. 127	michael.glass@mdstetson.com	1,2,3,4,5,6	1% - 10 days 0.75% - 15 days 0.5% - 20 days
Mass Commercial Cleaning Inc.	See Appendix A Page 13	VC6000183127, 11	Peter Connly	413-586-4696 ext. 101	pconnly@macommclean.com	1,2,3,4	1% - 15 days
Moura's Cleaning Service	See Appendix A Page 13	VC0000261385, 13		978-562-1839	Bruno@mourascleaningservice.com	1,2,3,4,5,6	2% - 10 days
National Facility Services Inc.	See Appendix A Page 13	VC6000176017, 14	Joe Amico	508-869-0777	joe@nfsincorp.com	1,2,3,4,5,6	3% - 10 days 2% - 15 days 1.5% - 20 days 1% - 30 days
Star Building Services	See Appendix A Page 13	VC0000728051, 28	Hans Familia	617-825-2266	hfamilia@sbsboston.net	4,5,6	3% - 20 days 2% - 30 days
S.J. Services Inc.	See Appendix A Page 13	VC6000179585, 15	David Shea	978-360-1229	dshea@sj-services.com	1,2,3,4,5,6	0.0025% - 10 days 0.0025% - 15 days 0.0025% - 20 days 0.0025% - 30 days
T&T Janitorial Services	See Appendix A Page 13	VC6000173548, 20	Keith Taylor	781-983-0584	keith@tandtjanitorialservices.com	1,2,3,4,5,6	3% - 10 days 2% - 20 days 1% - 30 days
UG2 LLC	See Appendix A Page 13	VC0000712316, 23	Bob Desaulniers	617-913-8877	bdesaulniers@ug-2.com	1,2,3,4,5,6	0.33% - 10 days 0.25% - 15 days 0.16% - 20 days

Appendix A:

If full statewide contracts details are required please refer to the FAC81 files listed under each Master Blanket Purchase Order. Each Master Blanket Purchase Order will be kept up to date with the most current contract information.

PO-14-1080-OSD01-OSD10-00000000937 - District 1 Vendors
PO-14-1080-OSD01-OSD10-00000000940 - District 2 Vendors
PO-14-1080-OSD01-OSD10-00000000943 - District 3 Vendors
PO-14-1080-OSD01-OSD10-00000000947 - District 4 Vendors
PO-14-1080-OSD01-OSD10-00000000948 - District 5 Vendors
PO-14-1080-OSD01-OSD10-00000001378 - District 6 Vendors
PO-14-1080-OSD01-OSD10-00000001379 – Statewide Vendors

FAC81 Districts

District 1

Adams	Alford	Ashfield	Becket	Blandford
Buckland	Charlemont	Cheshire	Chester	Chesterfield
Clarksburg	Colrain	Conway	Cummington	Dalton
Egremont	Florida	Goshen	Granville	Great Barrington
Hancock	Hawley	Heath	Hinsdale	Huntington
Lanesborough	Lee	Lenox	Middlefield	Monroe
Monterey	Montgomery	Mount Washington	New Ashford	New Marlborough
North Adams	Otis	Peru	Pittsfield	Plainfield
Richmond	Rowe	Russell	Sandisfield	Savoy
Sheffield	Shelburne	Stockbridge	Tolland	Tyringham
Washington	West Stockbridge	Williamsburg	Williamstown	Windsor

District 2

Agawam	Amherst	Athol	Barre	Belchertown
Bernardston	Brimfield	Chicopee	Deerfield	East Longmeadow
Easthampton	Erving	Gill	Granby	Greenfield
Hadley	Hampden	Hardwick	Hatfield	Holland
Holyoke	Leverett	Leyden	Longmeadow	Ludlow
Monson	Montague	New Braintree	New Salem	Northampton
Northfield	Orange	Palmer	Pelham	Petersham
Phillipston	Royalston	Shutesbury	South Hadley	Southampton
Southwick	Springfield	Sunderland	Templeton	Wales
Ware	Warren	Warwick	Wendell	West Brookfield
West Springfield	Westfield	Westhampton	Whately	Wilbraham

District 3

Acton	Ashburnham	Ashby	Ashland	Auburn
Ayer	Bellingham	Berlin	Blackstone	Bolton
Boxborough	Boylston	Brookfield	Charlton	Clinton
Douglas	Dudley	Dunstable	East Brookfield	Fitchburg
Framingham	Franklin	Gardner	Grafton	Groton
Harvard	Holden	Holliston	Hopedale	Hopkinton
Hubbardston	Hudson	Lancaster	Leicester	Leominster
Littleton	Lunenburg	Marlborough	Maynard	Medfield
Medway	Mendon	Milford	Millbury	Millis
Millville	Natick	North Brookfield	Northborough	Northbridge
Oakham	Oxford	Paxton	Pepperell	Princeton
Rutland	Sherborn	Shirley	Shrewsbury	Southborough
Southbridge	Spencer	Sterling	Stow	Sturbridge

District 3 cont.

Sudbury	Sutton	Townsend	Upton	Uxbridge
Wayland	Webster	West Boylston	Westborough	Westford
Westminster	Worcester			

District 4

Amesbury	Andover	Arlington	Bedford	Belmont
Beverly	Billerica	Boxford	Burlington	Carlisle
Chelmsford	Concord	Danvers	Dracut	Essex
Everett	Georgetown	Gloucester	Groveland	Hamilton
Haverhill	Ipswich	Lawrence	Lexington	Lincoln
Lowell	Lynn	Lynnfield	Malden	Manchester-By-The-Sea
Marblehead	Medford	Melrose	Merrimac	Methuen
Middleton	Nahant	Newbury	Newburyport	North Andover
North Reading	Peabody	Reading	Revere	Rockport
Rowley	Salem	Salisbury	Saugus	Somerville
Stoneham	Swampscott	Tewksbury	Topsfield	Tyngsborough
Wakefield	Waltham	Wenham	West Newbury	Wilmington
Winchester	Woburn			

District 5

Abington	Acushnet	Aquinnah	Attleboro	Avon
Barnstable	Berkley	Bourne	Brewster	Bridgewater
Brockton	Carver	Chatham	Chilmark	Cohasset
Dartmouth	Dennis	Dighton	Duxbury	East Bridgewater
Eastham	Easton	Edgartown	Fairhaven	Fall River
Falmouth	Foxborough	Freetown	Gosnold	Halifax
Hanover	Hanson	Harwich	Hingham	Holbrook
Hull	Kingston	Lakeville	Mansfield	Marion
Marshfield	Mashpee	Mattapoisett	Middleborough	Nantucket
New Bedford	Norfolk	North Attleborough	Norton	Norwell
Norwood	Oak Bluffs	Orleans	Pembroke	Plainville
Plymouth	Plympton	Provincetown	Raynham	Rehoboth
Rochester	Rockland	Sandwich	Scituate	Seekonk
Sharon	Somerset	Stoughton	Swansea	Taunton
Tisbury	Truro	Walpole	Wareham	Wellfleet
West Bridgewater	West Tisbury	Westport	Whitman	Wrentham
Yarmouth				

District 6

Boston	Braintree	Brookline	Cambridge	Canton
Chelsea	Dedham	Dover	Milton	Needham
Newton	Quincy	Randolph	Watertown	Wellesley
Weston	Westwood	Weymouth	Winthrop	

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.

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

October 1, 2018

ATTN: Mr. Antonio Ramos
Greenlife Janitorial Corp.
28 Church Street
Winchester, MA 01890

RE: NOTICE OF TERMINATION FOR CONVENIENCE
CONTRACT FOR CUSTODIAL CLEANING SERVICES/TOWN OF NATICK, MA

Dear Mr. Ramos:

As you are aware, the Town of Natick and Greenlife Janitorial Corp. are parties to a custodial cleaning contract for the Town of Natick, dated October 17, 2016. The term of this contract was one (1) year, commencing on December 1, 2016, and ending one (1) year later. On October 16, 2017, the Natick Board of Selectmen voted to extend the term of this contract, subject to the same terms and conditions, for an additional one (1)-year term - until November 30, 2018.

As you are also aware, Section 19(e) of said contract provides, "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."

This letter shall inform you that the Natick Board of Selectmen has voted, this first of October, 2018, to terminate your contract for convenience of the Town. Notice will be sent to you immediately, by certified mail, return receipt requested, pursuant to Section 20 of the Contract. Your last day to provide services to the Town under the Contract will be November 1, 2018. You will be paid for all services rendered to the Town of Natick in accordance with this Contract through November 1, 2018.

The Town wishes to thank you for your services rendered throughout the term of this Contract and wishes you the best in the future.

Very truly yours,

The Natick Board of Selectmen

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

Board of Selectmen ▪ 13 East Central Street ▪ Natick, Massachusetts 01760 ▪ Phone: (508) 647-6410 ▪ Fax (508) 647-6401
Website: www.natickma.gov ▪ Email: selectmen@natickma.org

TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

October 21, 2016

Mr. Antonio Ramos, President
Greenlife Janitorial Corp.
28 Church Street
Winchester, MA 01890

RE: CUSTODIAL CLEANING SERVICES/TOWN OF NATICK

Dear Mr. Ramos:

The Town of Natick hereby notifies you that the bid of Greenlife Janitorial Corp., dated October 3, 2016, for custodial cleaning services in the Town of Natick, Massachusetts, has been accepted in the amount of $13.00 per hour, for all services outlined in the IFB and Contract.

Please find enclosed five (5) original forms of contract for your review and signature. Please return all five (5) originals, together with final insurance certificates listing the Town as an additional insured, where required by contract, within ten (10) calendar days. All insurance certificates shall be original. After the Town receives the documents, Greenlife Janitorial Corp. will receive a fully-executed original of the Agreement.

Please start processing any and all required project submittals, to the extent called for in the specifications, and secure any necessary permits. As a general statement, no construction work shall commence until any necessary permits are secured and posted and any required submittals have been processed and approved by the Town of Natick.

Please let me know if you have any questions.

Very truly yours,

Bryan R. Le Blanc

cc. William Chenard, Deputy Town Administrator – Operations
Virginia Cahill, Comptroller

Town of Natick, Massachusetts
Contract for the Provision of Cleaning Services at Town-Owned Buildings

This Contract is made this seventeenth day of October, 2016, by and between the Town of Natick, Massachusetts, 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 Greenlife Janitorial Corp., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 28 Church Street, Winchester, MA 01890 (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, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide cleaning services for Town-owned buildings in the Town of Natick, as set forth in the Invitation for Bids for the Provision of Cleaning Services for Town-Owned Buildings ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition 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/Time/Liquidated Damages

The term of this Contract shall be for one (1) year, commencing as of December 1, 2016, and ending 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. All services under this Contract shall be performed as expeditiously as possible. Should the Contractor fail to provide necessary personnel to staff the locations specified in the IFB in any given day, the Successful Bidder shall pay to the Town, as liquidated damages, and not as a penalty, the sum of five hundred dollars and zero cents ($500.00) for each such day, to compensate the Town for losses associated with any such failure by the Contractor.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. 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
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

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 Bid, 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 on this project 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 work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

The Contractor shall submit a monthly invoice, in duplicate, to the Owner for work completed in accordance with this Contract during the month in question.

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 IFB, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services 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 of Natick,

Massachusetts 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.

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, 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 - 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. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, and Automobile Liability Insurance.

f. 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."

g. 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 of Natick 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.

h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance and automobile liability insurance, which indicate that the Town of Natick is named as an additional insured on each such policy.

i. 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.

j. 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 of Natick 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 of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or 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 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 of Natick, nor any of 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

By signing this Contract, the Contractor acknowledges that it has examined the subject matter of this Contract, and that it is familiar with all sites which are the subject of this contract in the Town of Natick and 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 of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, 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 Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except under current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick 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 of Natick 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 of Natick.

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, 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, 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 the services for the Project.

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 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 of Natick 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 services 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.

If to the Town:	Natick Town Administrator Natick Town Hall 13 East Central Street Natick, MA 01760
With copies to:	John P. Flynn, Esq. Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410 Quincy, MA 02169
If to the Contractor:	President Greenlife Janitorial Corp. 28 Church Street Winchester, MA 01890.

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 services 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.

g. Prior to commencing services 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. Prevailing wage rates 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 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 of Natick 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 other agreement of any of the parties in connection with the transaction contemplated.

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 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.

(The remainder of this page is left intentionally blank.)

Town of Natick, Massachusetts
Contract for the Provision of Cleaning Services at Town-Owned Buildings

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

Richard P. Jennett, Jr., Chairman

Nicholas S. Mabardy, Vice Chairman

Jonathan H. Freedman, Clerk

John J. Connolly

Susan G. Salamoff

Dated: 10/17/16

Greenlife Janitorial Corp.

by:

Signature

Printed Name

Printed Title

Dated:

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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.

Virginia W. Cahill
Comptroller, Town of Natick

Dated: 10/19/16

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

John P. Flynn, Esq.

Dated: October 19, 2016

Town of Natick
Massachusetts 01760
Home of Champions

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

Via Certified Mail, Return Receipt Requested
October 16, 2017

Mr. Antonio Ramos, President
Greenlife Janitorial Services
28 Church Street
Winchester, MA 01890

RE: Custodial Cleaning Services Contract
NOTICE OF EXERCISE OF FIRST RENEWAL TERM

Dear Mr. Ramos:

As you are aware, the Town of Natick, Massachusetts and Greenlife Janitorial Services are parties to a contract for custodial cleaning services in the Town of Natick ("Contract").

Article 3 of the Contract, entitled "Term/Time/Liquidated Damages," provides as follows: "The term of this Contract shall be for one (1) year, commencing as of December 1, 2016, and ending 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. All services under this Contract shall be performed as expeditiously as possible. Should the Contractor fail to provide necessary personnel to staff the locations specified in the IFB in any given day, the Successful Bidder shall pay to the Town, as liquidated damages, and not as a penalty, the sum of five hundred dollars and zero cents ($500.00) for each such day, to compensate the Town for losses associated with any such failure by the Contractor."

On October 16, 2017, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on November 30, 2018. This letter shall serve as notice to Greenlife Janitorial Services of the Town's exercise of its first option. The Town reserves its right to exercise its second option at a later time; however, nothing shall compel it to do so.

All provisions of the Contract shall remain in full force and effect during these option periods.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

Jonathan H. Freedman, Chair

Susan G. Salamoff, Vice Chair

Richard P. Jennett, Jr., Clerk

Michael J. Hickey, Jr.

Amy K. Mistrot

cc: Martha L. White, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
James Kane, Director of Facilities
Arti P. Mehta, Comptroller
John P. Flynn, Esq.

ITEM TITLE: Public Hearing: 2019 Licensing Fees

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	9/26/2018	Cover Memo
Memo-T. O'Neil	9/1/2018	Cover Memo
Current Fees	9/1/2018	Cover Memo
Fee Study	10/1/2018	Cover Memo
Various Fee Schedules	9/17/2018	Cover Memo
Proposed Fee Schedule	10/1/2018	Cover Memo
Spreadsheet-R. Jennett	10/1/2018	Cover Memo

TOWN OF NATICK
Massachusetts 01760

PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK

The Board of Selectmen of the Town of Natick will hold a public hearing for the 2019 License fees on Monday, October 1, 2018 at 7:00 p.m. in the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, Natick, Massachusetts. The current fee schedule may be viewed at http://natickma.gov/522/Licenses-Fees.

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

Michael J. Hickey, Jr., Clerk

Town of Natick
Massachusetts 01760
Home of Champions

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

MEMORANDUM

TO: Board of Selectmen

FROM: Trish O'Neil

DATE: September 6, 2018

RE: **2019 Licensing Fees**

Attached is a list of current licensing fees as well as a survey of fees from nearby towns.

If the Board would like to consider an adjustment to the fees for 2019, a public hearing would be required at your meeting of September 17, 2018 or October 1, 2018. Liquor licenses must be renewed during the month of November by State statute, with renewal packets mailed in October.

Board of Selectmen ▪ 13 East Central Street ▪ Natick, Massachusetts 01760 ▪ Phone: (508) 647-6410 ▪ Fax (508) 647-6401
Website: www.natickma.gov ▪ Email: selectmen@natickma.org

BOARD OF SELECTMEN

2018 LICENSE FEE SCHEDULE

LIQUOR LICENSES	FEE PER YEAR
• New Application Fee	250
• Fee for Change in Condition (Change of Manager, Stock Pledge, etc.)	100
• Common Victualler All Alcohol	3,000
• Common Victualler Wine & Beer	1,750
• Common Victualler Wine & Beer w/Cordials	2,250
• Common Victualler All Alcohol w/Lounge	3,500
• Common Victualler Wine & Beer w/Lounge	2,000
• General On Premises	2,000
• Innholder Alcohol	4,000
• Club	500
• Package Store All Alcohol	2,000
• Package Store Wine & Malt	750
• Winery Pouring Permit	250
• One Day Alcohol	50
• Special License (Farmer's Market)	50
COMMON VICTUALLER	75
INNHOLDER COMMON VICTUALLER	50
LODGING HOUSE	50
AUTOMATIC AMUSEMENT DEVICES **	
• First Machine	50
• Each Additional Machine	35
• Renewal Fee Per Machine	35
DAILY/SUNDAY ENTERTAINMENT	
• Theatre - Per Movie Theatre	300
• Entertainment – Non-Movie	100
• Juke Box	25
• Innholder/Common Victualler, Dancing & Music	No Fee
• Sunday - Per License	125
• Entertainment - One Day	75

CLASS I, II, and III	100
GASOLINE STORAGE *	
• Not Over 2,000 Gallons	35
• Each Additional l,000 Gallons or Parts Thereof (Maximum Fee of $150)	5
• Annual registration (One-Half the License Fee)	
BOWLING - Per Alley	8
TAXI CAB OR LIVERY SERVICE	
• Per Vehicle	10
• Per Vehicle Driver Permit	5
BILLIARDS - Per Table	20
JUNK COLLECTORS/DEALERS	50
HAWKERS & PEDDLERS/TRANSIENT VENDOR	125
FORTUNE TELLER **	2

* Fee set in Town's By-Laws
** Fee set by Town Meeting

Fees Approved by the Board of Selectmen on October 16, 2017

2018 Licensing Fees

License Type	Natick	Framingham	Needham	Walpole	Wellesley	Westwood	Andover	Franklin	Hopkinton	Norwood	Lexington	Foxboro
New Application Fee	$250	$500	$150	$100		$200 new license/$500 transfer license	$125		$1000, which may be used to offset the annual fee for the first year the license is issued - Clubs $300	$200	$100	$100
Change in Condition	$100	$100	$100	$100		$200	$125	$500	$1000 for transfers, alteration of premises & renewals	$200	$100	$100
Restaurant - All Alcohol	$3,000	$3,000	$4,025	$2,200	$3,600	$5,000	$4,500	$2,500	$3,000	3,100 annual/transfer-new $5000	$3,500	$2,500
Restaurant - All Alcohol w/Lounge	$3,500				$5000 (w/ function room)		N/A					
Restaurant - Wine/Malt	$1,750	$1,750	$1,500	$1,100	$2,000	$2,500	$2,000	$1,500	$2,000	$2000 annual/transfer-new $3000	$2,500	$1,500
Restaurtant - Wine/Malt/Cordials	$2,250							$2,400				
Restaurant - Wine/Malt w/Loung	$2,000											
Package Store All Alcohol	$2,000	$2,100	$3,500	$1,650			$2,000	$2,500	$3,000	$2100 annual/transfer-new $5000	$2,000	$1,900
Package Store Wine/Malt	$750	$1,300	$2,000	$1,100		$2,500	$1,500	$1,500	$2,000	$1300 annual/transfer-new$5000	$2,000	$1,400
Club All Alcohol	$500	$1,250	$500	$990	$1,400	$500	$2,000	$1,750	$1,000	$1,200	$400	$800-$1,000
Innholder All Alcohol	$4,000	$3,570	$4,525		$5,000		$4,500	$3,000	$3,000	$5000 annual/transfer-new $10,000		$2200-$2500 plus $6 per room
General On Premises	$2,000								$3,000			N/A
One Day Alcohol	$50	$50	$25	$60			$50	$75		$100	$25	$100
Winery Pouring Permit	$250								$2,000	$1,200		
Special Wine License - Farmers' M	$50											
Common Victualler	$75	$75	$100	$75	$50	$50	$75	$125	$50	$100	$25	$75
Innholder's License	$50		$25					$125		$100	$25	
Automatic Amusement Devices												
** Machine 1	$50	$100	$50	$100	$100		$100	$125		$50-$75	$20	$100- 1 to 4
** Additional Machine	$35	$100	$50	$100	$100		$100	$125		$50-$75	$20	$200-$1000
** Renewal Per Machine	$35	$100	$50	$100	$100		$100	$125		$50-$75	$20	
Sunday Entertainment	$125	$75	$100	$50/$100		$25	$85	$125		$200-$350		
Daily Entertainment	$75	$50	$100	Varies		$25	$85	$125		$150-$250	$50	$250
Juke Box	$25						$85					
Bowling -- Per Alley	$8		$10	$100				$125		$10		
Billiards -- Per Table	$20	$100	$25	$50				$125		$75		$25-$50
Lodging House	$50	$75	$50	$50			$50			$100	$25	
Class I, II, III (MGL C 140, s59 state	$100	$100	$200	$200		Class 1-$100 Class II-$50	$100	$125	$100	$200	$25	$200
Flammable Storage		$50 for Gas stations/$10 all others	$50-$800				$100/new application renewals $20-$60					
** Under 2000 Gallons	$35								$100		$100/$65 renewal	
** Each additional 1000 Gallons	$5										$100/$65 renewal	
Junk Collectors/Dealers	$50	$100	$25	$75		$25	$50	$85		$50		$50
Hawkers/Peddlers/Transient	$125	$250							$25			$46
Fortune Teller	$2	$50						$85		$50		
Taxi	$10/cab $5/driver			$100/vehicle			$50/vehicle	$85.00/vehicle	$25		$30/vehicle	$25/VEHICLE
** Per Cab	$10	$50	$10							$1,000 1 st lic., $400 for e	$30	$25
** Per Driver	$5	$50										$25
Framingham:												
New licenses issued 1/1-6/30 = full year's fee												
New licenses issued 7/1-12/31 - half year's fee												

Attachment I
Schedule of Town of Needham
FEES

CALENDAR YEAR 2013

Town of Needham Fees: Checks payable to Town of Needham

ON PREMISE ALCOHOLIC BEVERAGE

$4,525	Innholders
$4,025	Restaurants - 100 seats or more – All Alcoholic
$ 200	Special License Provision – Service Bar/Waiting Area
$1,500	Restaurants – less than 100 seats - Wine /Malt
$ 510	Clubs
$ 150	New License/Transfer License (On Premise & Off Premise Licenses)
$ 100	Change in License (On Premise & Off Premise Licenses)

Includes:
- Change of Manager
- Pledge of License/Stock
- Alteration of Premises
- New Officer/Director
- Change of Corporate Name or D/B/A
- Most other changes

OFF PREMISE PACKAGE STORE

Initial License	Renewal License	
$3,500	$2,500	Retail Package Goods Store, All Kinds of Alcoholic Beverages
$3,000	$2,000	Retail Package Goods Store, Wine & Malt Beverages Only

MISC. LICENSES/PERMITS

Automatic Amusement	$ 50 each machine
Bowling	$ 10 each lane
Class I and Class II	$ 200
Common Victualler Licenses	$ 100
Innkeeper	$ 25
Livery	$ 25
Lodging License	$ 50
One-Day Special Liquor License	$ 25
Pool Table	$ 25
Public Entertainment	$ 100
Second Hand Articles	$ 25
Sunday Entertainment	$ 100
Taxi	$ 10 each cab

TOWN OF WALPOLE
LICENSE FEE'S

PERMIT/LICENSE TYPE	NUMBER ALLOWED	NUMBER ISSUED	FEES EFFECTIVE: JANUARY 1, 2004
All Alcoholic – Common Vic.	25	25	$2,200.00
All Alcoholic – One Day	N/A	N/A	$60.00
Wine & Malt – One Day	N/A	N/A	$35.00
All Alcoholic - Package	5	5	$1,650.00
Wine & Malt – Common Vic.	5	5	$1,100.00
Wine & Malt - Package	5	5	$1,100.00
All Alcoholic – Club	4	4	$990.00
Auction Permit – One Day	N/A	N/A	$25.00
Lodging House	N/A	2	$50.00
Motel	N/A	1	$50.00
Class I – New Cars	N/A	3	$200.00
Class II – Used Cars	N/A	16	$200.00
Class III – Parts & Salvage	N/A	4	$200.00
Common Vic – Restaurant	N/A	30	$75.00
Junk Collector(s)	N/A	1	$75.00
Junk Dealer's	N/A	7	$75.00
Parking Lot	N/A	8	$7/Space
Taxi License	N/A	0	$100/Vehicle
Weekday Amusement	*N/A*	N/A	*Each*
a) Jukebox/Music/Dancing			$30.00
b) Pool Table(s)			$50.00
c) Bowling Alley			$100.00
d) Automatic Device(s)			$100.00
e) Television, Radio, Tape Deck			$30.00
f) One Day Entertainment			$5.00
Sunday Amusement	*N/A*	N/A	*Each*
a) Jukebox/Music/Dancing			$100.00
b) Pool Table(s)			$100.00
c) Bowling Alley			$100.00
d) Automatic Device(s)			$100.00
Administrative Fee for Liquor License requests (payable to the Town of Walpole)			$100.00

SUNDAY AMUSEMENT LICENSE (STATE): are forwarded onto the State and fees are as follows:
There are no longer categories for Sunday License by the State.

Sunday License to operate amusements prior to 1:00 p.m.
$5.00 daily/venue
$100.00 annually/venue
Sunday License to operate amusements after 1:00 p.m.
$2.00 daily/venue
$50.00 annually/venue

** When a Public Hearing is required a $60.00 fee is required. Check should be made payable to Hometown Weekly **

TOWN OF HOPKINTON
*****NEW FEES*****
LIQUOR LICENSE FEES EFFECTIVE JANUARY 1, 2017

Application Type	Fee
Section 12 All Alcohol Licenses, excluding Club Licensees, and Section 15 All Alcohol Licenses: • Applications for a new licensee; • Transfer of license; • Alteration of licensed premises; and • Renewal of license	$1,000, which fee may be used to offset the Issuance Fee for the first year the license is issued.
Section 12 Club All Alcohol, All Section 12 Wine and Malt Only, Farmer Series Pouring Permit, and BYOB: • Applications for a new licensee; • Transfer of license; • Alteration of licensed premises; and • Renewal of license.	$300
Application for Temporary Licenses, including: • Section 14 Special Temporary Licenses • Section 14A Auctioneer's Liquor License • Charity Wine Licenses (CWAL, CWPL, CPWPL); and • Package Store Auction License.	$75
Application for Farmer's Market License.	$50
All other Applications to the Board.	$75

1. Issuance Fee. In addition to any fee required by the ABCC, all licensees identified below shall pay an Issuance Fee. This fee shall be paid prior to the issuance of the license and, if applicable, for each year thereafter, prior to the issuance of the renewed license. Fees under this section shall not be prorated.

License Type	Fee
Section 12 Restaurant – All Alcoholic Beverages	$3,000
Section 12 Restaurant – Wine and Malt Only	$2,000
Section 12 Inn Holder – All Alcoholic Beverages	$3,000
Section 12 Inn Holder – Wine and Malt Only	$2,000
Section 12 Continuing Care Retirement Community – All Alcoholic Beverages	$3,000
Section 12 Continuing Care Retirement Community – Wine and Malt Only	$2,000
Section 12 General On-Premises – All Alcohol	$3,000

****Approved: Board of Selectmen Meeting 12/10/16*

LICENSE FEES FOR 2017-Town of Norwood

Class I, II and III	$ 200.00-set by M.G.L
Juke Box – Weekdays and Sunday	100.00
Taxi Licenses	$1,000 for the first license, $400 for each additional license and the annual renewal is $200.
Limousines	$1000 for first new license, $200 for each renewal
Lodging House	$100
Innholder	$100 –increased June 2009 Town Meeting Action

LIQUOR LICENSES-(Fees Increased in 2015)

CV All Alcoholic Beverages	$3,100-Annual/Transfer-New - $5,000
CV Wine & Malt Beverages	$2,000-Annual/Transfer-New - $3,000
Package Store/All Alcoholic Beverage	$2,100-Annual/Transfer-New - $5,000
Package Store/Wine & Malt Beverage	$1,300-Annual/Transfer-New - $5,000
Farmer Brewery Pouring Permit	$1,200
Clubs	$1,200
Innholder-AAB	$5,000-Annual/Transfer-New - $10,000
One Day AAB	$100
One Day WMB	$50
Liquor Application Fee	$200
Bowling Alley	$10 per alley
Comedy Act	$75
Billiard/Pool	$75-not coin operated
Fortune Teller	$50
Indoor Golf (per golf machine)	$225
Junk Dealers	$50

Entertainment

Music Weekdays includes karaoke	$150
Music Sundays	$200
Music & Dancing Weekdays	$250
Music & Dancing Sundays	$350
CV	$100 – increased June 2009-M.G.L
Automatic Amusement	$50 per category-weekday – Town Meeting voted fee to be set by Board; $75 per category-weekdays & Sunday
VIF	$500 new license-Annual Fee $100

Westwood

TOWN LICENSE FEES – ANNUAL

LICENSE	FEE
Common Victualler (CV) License	$50.00
On-Premises, CV All-Alcoholic Beverages License	$5,000.00
On-Premises, CV Wine & Malt Beverages License	$2,500.00
Off-Premises, Wine & Malt Beverages License	$2,500.00
On-Premises, Club License	$500.00
New Alcohol License Application Fee	$200.00
Transfer of Alcohol License Fee*	$500.00
Changes/Alterations of Existing Alcohol License Fee*	$200.00
Entertainment License Fee	$25.00
Junk Dealer's License Fee	$25.00
Automobile Class I Dealer's License Fee	$100.00
Automobile Class II Dealer's License Fee	$50.00

Notes:

- The annual license fee shall be refunded in the event that an original or renewal application is not approved.
- The annual license fee shall not be pro-rated.
- All Section 12 Licenses shall be issued in conjunction with a Common Victualler license.
- All Section 15 licenses shall be issued in conjunction with the appropriate Board of Health permits.
- Any and all payment of fees to the Town shall be in the form of a *bank check payable to the Town of Westwood* and submitted at the time the application or renewal is filed.
- The Board of Selectmen reserves the right to adjust the application fees or annual license fees from time to time as it deems necessary or appropriate.

* ***Non-refundable***

TOWN OF ANDOVER
MASSACHUSETTS

Town Clerk's Office
Town Offices
36 Bartlet Street
Andover, MA 01810
(978) 623-8255
www.andoverma.gov

LICENSING FEES

ALCOHOLIC BEVERAGES	TOWN	ABCC
Application Fee - for new licenses or changes	$125	$200
Annual Fees Innholder - All Alcoholic	$4,500	
Restaurant – All Alcoholic	$4,500	
Retail Package Goods – All Alcoholic	$2,000	
Club – All Alcoholic	$2,000	
Retail Package Goods – Wine & Malt	$1,500	
Restaurant – Wine & Malt	$2,000	
One-Day All Alcoholic	$50	
One-Day Wine & Malt	$50	
Charitable Wine Pouring	$75	

AUTOMATIC AMUSEMENT DEVICE / LIVE ENTERTAINMENT

LOCAL LICENSE

WEEKDAY:	
Juke Box and/or Live Entertainment	$85
Automatic Amusement Device (Per machine/per type grouping)	$100
SUNDAY:	
Live Entertainment and/or Juke Box	
Regular Hours (1:00 P.M. - 12:00 P.M.)	$85
Special Hours (12:00 A.M. - 1:00 P.M.)	$175
Automatic Amusement Device	
Regular Hours (1:00 P.M. - 12:00 P.M.)	$85
Special Hours (12:00 A.M. - 1:00 P.M.)	$175

COMMONWEALTH OF MASSACHUSETTS LICENSE

ANNUAL SUNDAY LICENSES	
Regular Hours (after 1:00 P.M. to closing)	$50
Special Hours (12:00 A.M. to 1:00 P.M.)	$100

BUSINESS CERTIFICATES

Business Certificate	$30
Change of Residence	$15
Discontinuance of Business	$15
Retirement or Withdrawal	$15
Change of Location	$15
Certified Copy of Business Certificate	$5
Copy of Business Certificate List	$0.50 per page

CLASS I & II CAR DEALERSHIPS

Application	$100
Renewal	$100

COMMON VICTUALLER

License	$75

DOGS

Fee	$14 intact dogs / $13 spayed or neutered dogs
Administrative / Late Fee	$5 / month
Kennel Fees	
Four (4) dogs or fewer	$65
Five (5) to nine (9) dogs	$95
Ten (10) or more dogs	$150

LODGING

Application / Renewal	$50

VEHICLE FOR HIRE

New application fee	$100
Renewal application fee	$50
Each Vehicle	$50 / vehicle
Changes in Vehicles	$25 / vehicle

RAFFLES

Application	$50
Renewal	$10

SECONDHAND DEALER

Application / Renewal	$50

STORAGE OF INFLAMMABLES

New Application	$100
Renewals:	
1 - 999 Gallons	$20
1,000 – 14,999 Gallons	$40
15,000 Gallons & up	$60

SERVICE FEE RATES SCHEDULE AS OF JANUARY 22, 2013

PAYABLE TO THE TOWN OF FRANKLIN

LICENSE - Alcohol	FEE
Innholders – All Alcoholic Beverages	3,000.00
Package - All Alcohol	2,500.00
Package - Wine & Malt	1,500.00
Common Victualer - All Alcohol	2,500.00
Common Victualer - Wine & Malt	1,500.00
Common Victualer - Liqueurs & Cordials	900.00
Club License - All Alcohol	1,750.00
Club License - Wine & Malt	750.00
One Day all alcohol/Wine & Malt	75.00
Alcohol License Modification	500.00

LICENSE - Non Alcohol	FEE
Transient Vendor	480.00
Common Victualer - Restaurant	125.00
Automatic Amusement	125.00 Per Device
Entertainment	125.00
Billiard/Bowling	125.00
Class I	125.00
Class II	125.00
Auctioneer	125.00
One Day Auctioneer	85.00
Junk Dealer	85.00
Fortune Teller	85.00
Taxi/Limousine	85.00 Per Vehicle
Innholders	125.00

LICENSE FEES FOR 2017-Town of Norwood

Class I, II and III	$ 200.00-set by M.G.L
Juke Box – Weekdays and Sunday	100.00
Taxi Licenses	$1,000 for the first license, $400 for each additional license and the annual renewal is $200.
Limousines	$1000 for first new license, $200 for each renewal
Lodging House	$100
Innholder	$100 –increased June 2009 Town Meeting Action

LIQUOR LICENSES-(Fees Increased in 2015)

CV All Alcoholic Beverages	$3,100-Annual/Transfer-New - $5,000
CV Wine & Malt Beverages	$2,000-Annual/Transfer-New - $3,000
Package Store/All Alcoholic Beverage	$2,100-Annual/Transfer-New - $5,000
Package Store/Wine & Malt Beverage	$1,300-Annual/Transfer-New - $5,000
Farmer Brewery Pouring Permit	$1,200
Clubs	$1,200
Innholder-AAB	$5,000-Annual/Transfer-New - $10,000
One Day AAB	$100
One Day WMB	$50
Liquor Application Fee	$200
Bowling Alley	$10 per alley
Comedy Act	$75
Billiard/Pool	$75-not coin operated
Fortune Teller	$50
Indoor Golf (per golf machine)	$225
Junk Dealers	$50

Entertainment

Music Weekdays includes karaoke	$150
Music Sundays	$200
Music & Dancing Weekdays	$250
Music & Dancing Sundays	$350
CV	$100 – increased June 2009-M.G.L
Automatic Amusement	$50 per category-weekday – Town Meeting voted fee to be set by Board; $75 per category-weekdays & Sunday
VIF	$500 new license-Annual Fee $100

LICENSES AND FEES

Automatic Amusement Device - per machine		$ 100.00
Arcade		$ 100 min.
Auctioneer (One Day)		$ 50.00
Auctioneer (Annual)		$ 200.00
Bus Through Town **(3 years)**		$ 300.00
Class 1 Auto License	Jan 1	$ 300.00
Class 2 Auto License	Jan 1	$ 300.00
Class 3 Auto License	Jan 1	$ 200.00
Commercial Parking (per space)	July 1	$ 7.00
Commercial Parking (charity lot per space)	July 1	$ 3.50
Common Victuallers		$ 75.00
7 Day Entertainment		$ 250.00
7 Day Entertainment (VFW & American Legion only)		$ 100.00
1 Day Entertainment		$ 75.00
Flea Market		$ 250.00
Hawkers and Peddlers	expires 4/30	$ 46.00
Junk Dealers		$ 50.00
Movie Theaters (per screen)		$ 200.00
Pool Table (per non-coin operated table)	May 1	$ 25.00
Pool Table (per coin operated table)	May 1	$ 50.00
Hackie License (taxi/limousine driver) -	2 years	$ 20.00
Hackie License Registration Fee (one time only)		$ 25.00
Taxicab/Limousine License per vehicle		$ 25.00

Fees set 12/5/89
Reviewed 4/13/92
Revised 11/24/92
Revised 6/8/93
Revised 10/30/07
Revised 3/29/2011

Liquor license
publish 1 time for 10 days

Stadium license publish 2 time 14 days before hearing — calendar

* can be Reporter or Sun Chronicle

add 2015 - Admin fee

LIQUOR LICENSES

Advertising (Legal Notice)	$ 50.00
Club License (VFW & American Legion only)	$ 800.00
Club License (all others)	$ 1,000.00
Innholders - 30 or less total rooms	$ 2200 base plus $6 per room
Innholders - over 30 rooms	$ 2500 base plus $6 per room
Package Store - All Alcohol	$ 1,900.00
Package Store - Wine and Malt	$ 1,400.00
Restaurant - 7 Day All Alcohol	$ 2,500.00
Restaurant - 7 Day Wine and Malt	$ 1,500.00
One Day All Alcohol	$ 100.00
One Day Wine and Malt	$ 50.00
Sunday Extensions	$ 50.00
Administrative Fee	$ 100.00

COUNTER SALES

Copies (per page)	$ 0.20
Postage	$ 3.00
Subdivision Regulations	$ 15.00
Zoning By-Laws	$ 10.00
Zoning Map	$ 15.00

permit = 100.-

Admin Fee for lost copies of licenses $ 10.00

OTHER CHARGES

Advertising Fee (Public Hearing)	(if twice)	$ 100.00
Stadium Events - concerts per day		$ 200.00
Stadium - Football Season		$ 500.00
Special Event Review Fee		$ 500.00

Earth Removal Permit $ 50.00

Revised 3/29/2011

TOWN OF FOXBOROUGH
AUTOMATIC AMUSEMENT DEVICE AND ARCADE LICENSE REGULATIONS

1. Any person or persons who keep on his premises for hire, gain, or reward any automatic amusement devices (games of skill) whereby with the deposit of a coin or token, any apparatus is released or set in motion or put in a position where it may be set in motion for the purpose of playing any game involving, in whole or in part, the skill of the player shall be required to obtain an Automatic Amusement Device License and/or an Arcade License from the Board of Selectmen.

2. The term "automatic amusement device" as used herein shall include such machines encompassed under the provisions of Massachusetts General Laws Annotated, Ch. 140, Sec. 177A, and shall also include, with limitation, the following:

   a) Electronic Video Games;
   b) Electronic Gun or Target Games;
   c) Coin-Operated Pin Ball Games;
   d) Simulated Sports Games – e.g. Baseball, Hockey, etc.;
   e) Coin-Operated Skee – Ball Games;
   f) Coin-Operated Computer Games, etc.;
   g) Coin-Operated Simulated Driving and/or Racing Games.

3. The keeping of Shuffleboard, Pool and/or Billiards games shall not be subject to these regulations.

4. All licenses granted pursuant to these regulations shall expire on December 31 and may after written notice to the licensee be revoked or suspended by the Selectmen.

5. Applications for the renewal of licenses are to be submitted no later than November 1 prior to the year in which such license is to be effective.

6. All applications for licenses will require a public hearing.

7. The license fee shall be $100 per machine per year.

8. Applicants requesting to license more than three (3) machines shall be considered an applicant for an "Arcade" License.

   In addition to the Automatic Amusement Device License fee established herein, all Arcade Licenses shall pay the following license fee:

4 machines	$100 per year
5 to 9 machines	$200 per year
10 to 19 machines	$300 per year
20 to 29 machines	$400 per year
30 to 39 machines	$500 per year
40 or more machines	$1,000 per year

9. Applicants for an Arcade License shall furnish the following information at the time of submission of its application:

   a) A sketch drawn to a scale of ¼" = 1'0" , showing a floor plan layout of machine(s), location(s), entrance(s), exits and all other furniture;

b) Total square footage of the establishment and the square footage of the area that will house the machine(s);

c) The name(s) of the owner of the machine(s).

The Board of Selectmen may require additional information.

10. All copies of applications and sketches shall be forwarded by the Board of Selectmen to the Police, Fire, Building and Health Departments for comment.

11. Re-applications for licenses shall not be entertained within one year of a denial of an Arcade and/or Automatic Amusement Device License application.

12. The following activities may result in the revocation or suspension of either an "Arcade License" and/or any Automatic Amusement Device License:

    a) Allowing a minor under the age of eighteen to operate any such device during school hours;
    b) Any false statement or material omission in the application;
    c) The admission of a minor under the age of thirteen thereto without the accompaniment of his parent or guardian;
    d) Permitting such "Arcade" and/or Automatic Amusement Device to be used for the purpose of gambling;
    e) Failure of any licensee to maintain good order on the premises or permitting any disturbance, congestion or loitering upon the licensed premises;
    f) Allowing any machine to be operated in a manner which allows it to be heard outside the licensed premises.

13. All licensees shall adhere to the license hours approved for the establishment. Massachusetts General Laws Annotated Ch. 140, Sec. 177A (5) provides;

    Automatic Amusement Devices licensed hereunder shall be so installed on the premises described in the license as to be in open view at all times while in operation, and shall at all times be available for inspection.

14. Any establishment open on Sunday must obtain a Sunday license from the State Department of Public Safety.

15. Any person or persons who violate any provisions of these regulations or restrictions contained in his license shall be punished by a penalty of $100, in addition to possible revocation or suspension of license as provided above. A separate offense shall be deemed committed on each day during which a violation occurs or continues.

16. As used herein "person" shall mean that natural person, corporation, or other entity that keeps and operates or permits the operation of any Automatic Amusement Device.

17. The invalidity of any section of these rules and regulations shall not invalidate the remaining sections, and the partial validity of any one section herein shall not invalidate the remaining portion of the section.

Adopted: 12/8/81
Amended: 11/22/88
Amended: 3/29/2011

License Type		# issued	Current Fees	Last Fee Increase by BOS	Proposed Fees
New Application Fee		7 to date	$250.00	pre 2008	$400.00
Change in Condition		15 to date	$100.00	pre 2008	$200.00
Restaurant - All Alcohol		16	$3,000.00	2008	
seating capacity 100-150	Anthony's, Buttercup, Common Café, Zaftigs, Dah-Mee, Oga's, Minerva	11			$3,700.00
seating capacity 151-250	Mexicali Grill	1			$4,200.00
seating capacity 251-400		0			$4,700.00
Seating Capacity 400+	Wegmans, Minado, Dave & Busters,	4			$5,200.00
Restaurant - All Alcohol w/Lounge		10	$3,500.00	2009	$4,750.00
seating capacity 100-150	Biryaniz & Breadz, Agostino's, Morse Tavern, Nordstroms	4			$4,200.00
seating capacity 151-250	California Pizza Kitchen, The Metropolitan, PF Changs, Trend	4			$4,700.00
seating capacity 251-400	Cheesecake Factory	1			$5,200.00
Seating Capacity 400+	Dolphin	1			$5,700.00
Restaurant - Wine/Malt	Bill's Piizeria, Common Café, Eli's, Neima Marcus, Shanghia Tokyo, Smahburger, Wasabi,	7	$1,750.00	pre 2008	$2,500.00
Restaurtant - Wine/Malt/Cordials	Ziti's	1	$2,250.00	2009	$2,750.00
Restaurant - Wine/Malt w/Lounge		0	$2,000.00	2008	$3,000.00
Package Store All Alcohol	Austins, Dion's, Natick Wines & Spirits, Nine East Wine Emporium, Total Wine & More, Town Line Liqours, Wegman's	7	$2,000.00	pre 2008	$3,000 -5,000 based upon sq. footage of store
Package Store Wine/Malt (grandfathered)	Tilly & Salvy's	1	$750.00	pre 2008	$1,500.00
Club All Alcohol	AmVets, Elks, Sons of Italy, VFW	4	$500.00	pre 2008	$1,000.00
Innholder All Alcohol	Crowne Plaza, Courtyard, Hampton Inn, Residence Inn	3	$4,000.00	pre 2008	$6,000.00
General On Premises	Tcan	1	$2,000.00	pre 2008	$4,000.00
One Day Alcohol		9 to date	$50.00	2009	$250.00
Winery Pouring Permit	Lookout Farm, Barleycorn's	2	$250.00	2015	$275.00
Special Wine License - Farmers' Market		2	$50.00		
Common Victualer		115	$75.00	2018	$100.00
Innholder		3	$50.00	2009	$100.00
Automatic Amusements		57	$35-$50	2009	$100.00
Class I,II,		30	$100.00	2009	$200.00
Class III			$100.00	2012	$150.00
Junk Collectors/Dealers		11	$50.00	2018	same

BOS LICENSE FEE INCREASES - 2019

01-Oct-18

License Type	# issued	Current	Prev Yr. -	Proposed	(+/-)	% Chng
New Application Fee	7 (to date)	$ 250	pre 2008	$ 400	150	60%
Change in Condition	15 (to date)	$ 100	pre 2008	$ 200	100	100%
Restaurant - All Alcohol	16	$ 3,000	2008	$ -	(3,000)	-100%
Seating Capacity 100-150	9			$ 3,700	3,700	123%
Seating Capacity 151-250	2			$ 4,200	4,200	140%
Seating Capacity 251-400	1			$ 4,700	4,700	157%
Seating Capacity 400+	4			$ 5,200	5,200	173%
Restaurant - All Alcohol w/Lounge	5	$ 3,500	2009	$ 4,750	1,250	36%
Restaurant - Wine/Malt	7	$ 1,750	pre 2008	$ 2,500	750	43%
Restaurtant - Wine/Malt/Cordials	1	$ 2,250	2009	$ 2,750	500	22%
Restaurant - Wine/Malt w/Lounge	0	$ 2,000	2008	$ 3,000	1,000	50%
Package Store All Alcohol	7	$ 2,000	2008	$ 3,000	1,000	50%
				$ 5,000	3,000	150%
				New Rates based on Store Sq. Footage		
Package Store Wine/Malt (grandfathered)	1	$ 750	pre 2008	$ 1,500	750	100%
Club All Alcohol	4	$ 500	pre 2008	$ 1,000	500	100%
Innholder All Alcohol	3	$ 4,000	pre 2008	$ 6,000	2,000	50%

General On Premises	**1**	**$ 2,000**	pre 2008	**$ 4,000**	2,000	100%			
One Day Alcohol	**9 (to date)**	**$ 50**	2009	**$ 250**	200	400%			
Winery Pouring Permit	**2**	**$ 250**	2015	**$ 275**	25	10%			
Special Wine License - Farmers' Market	**2**	**$ 50**		**$ 50**	0	0%			
Common Victualer	**115**	**$ 75**	2018	**$ 100**	25	33%			
Innholder	**3**	**$ 50**	2009	**$ 100**	50	100%			
Automatic Amusements	**57**	**$ 35.00 -**	2009	**research - set by TM or**	35.00 -	0%			
Class I,II,	**30**	**$ 100**	2009	**$ 200**	100	100%			
Class III	**0**	**$ 100**	2012	**$ 150**	50	50%			
Junk Collectors/Dealers	**11**	**$ 50**	2018	**$ 50**	0	0%			

ITEM TITLE: Review of 2018 Fall Town Meeting Warrant Articles: 17, 32, 35, 38, 39, 41

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
2018 Fall Annual Town Meeting Warrant	9/20/2018	Cover Memo
Article 17	9/20/2018	Cover Memo
Article 17 Questionnaire & Motion	9/21/2018	Cover Memo
Article 32	9/20/2018	Cover Memo
Article 32 Questionnaire	9/27/2018	Cover Memo
Article 32 Motions	9/27/2018	Cover Memo
Article 35	9/20/2018	Cover Memo
Article 35 Questionnaire & Motion	9/21/2018	Cover Memo
Article 35 Legal Opinion from Town Counsel	10/1/2018	Cover Memo
Article 38	9/20/2018	Cover Memo
Article 38 Questionnaire	9/21/2018	Cover Memo
Article 38 Motions	9/21/2018	Cover Memo
Article 39	9/20/2018	Cover Memo
Article 39 Questionnaire	9/21/2018	Cover Memo
Articles 38 & 39 Preliminary Motions	9/21/2018	Cover Memo
Article 41	9/20/2018	Cover Memo
Article 41 Questionnaire	9/21/2018	Cover Memo
Article 41 Motion-Revised	9/27/2018	Cover Memo
Article 41 Motion-Revised with Comments	9/27/2018	Cover Memo

WARRANT
FALL ANNUAL TOWN MEETING
OCTOBER 16, 2018

THE COMMONWEATH OF THE MASSACHUSETTS

Middlesex, ss

To Any Constable of the Town of Natick in said County:
Greeting:

In the name of the Commonwealth of Massachusetts you are required to notify the qualified Town Meeting Members of the said Town of Natick to meet in the Natick High School, Natick on **Tuesday Evening October 16, 2018 at 7:30 PM**, then and there to act on the following Articles:

Article 1	Fiscal 2019 Omnibus Budget
Article 2	Stabilization Fund
Article 3	Operational/Rainy Day Stabilization Fund
Article 4	Capital Stabilization Fund
Article 5	Other Post-Employment Benefits (OPEB) Appropriation or Transfer of Funds
Article 6	Appropriate Funds for the Family of Michael McDaniel Jr.
Article 7	Transfer of Unexpended Bond Proceeds
Article 8	Collective Bargaining
Article 9	Personnel Board Classification and Pay Plan
Article 10	Committee Article
Article 11	Rescind Authorized, Unissued Debt
Article 12	Unpaid Bills
Article 13	Capital Equipment
Article 14	Capital Improvement
Article 15	West Natick Fire Station Appropriation of Funding
Article 16	West Natick Fire Station Land Acquisition
Article 17	Change Authority for Acquisition of 22 Pleasant Street Among Other Items
Article 18	Appropriate Funds for the Design and Development of Route 27 North Main Street
Article 19	Capital Equipment
Article 20	Legal Settlement
Article 21	Excise Tax on Retail Sales of Marijuana for Adult Use
Article 22	Marijuana Establishments Zoning Bylaw Amendment
Article 23	Amend Zoning By-Law to create, extend, and/or modify the existing Temporary Moratorium Regarding Recreational Marijuana Establishments currently located in Section III-K: Marijuana Establishments of the Natick Zoning Bylaws
Article 24	Amend Town of Natick By-law Article 10: Board of Selectmen
Article 25	Amend Agreement with the South Middlesex Regional Vocational School District
Article 26	Supplement Prior Town Meeting Vote Authorizing Acquisition and Preservation of the Sawin House and Adjacent Property at 79 South Street, Assessors Map 77 Lot 7
Article 27	Prohibit Dog Kennels in Single Family Residential Zones RS and/or RG
Article 28	Amend Zoning By-Law to Allow Indoor Amusement or Recreational Uses in Industrial Zoning Districts by Special Permit
Article 29	Amend Article 2 of the Town of Natick Home Rule Charter
Article 30	Amend Town of Natick Zoning Map: Assisted Living Overlay Option Plan
Article 31	Actions Pertaining to Acquisition and Preservation of the Town's easements on Mechanic Street
Article 32	Amend Natick Zoning By-Laws: Inclusionary Affordable Housing Requirements
Article 33	Establish Study Committee: 1.5% Test of Land Use
Article 34	Amend Historic Preservation Zoning By-Law
Article 35	Voting Requires Being Legal Resident of Massachusetts and this Municipality
Article 36	Amend Zoning By-Laws: Outdoor Lighting
Article 37	Amend Zoning By-Laws: Signage (Residential Zoning Districts)

Article 38	Amend Natick Town Charter; Natick Town By-Laws; Natick Zoning By-Laws: Constitution of zoning board of appeals, division and distribution of powers regarding MGL c. 40B sections 20-23
Article 39	Amend Natick Town Charter: Natick By-laws, Natick Zoning By-laws: Appointment and constitution of zoning board of appeals, division and distribution of powers, and assignment of counsel.
Article 40	Amend the Town of Natick By-Laws: Create New Committee
Article 41	Snow Removal ByLaw
Article 42	Technical Changes to Charter and By-Laws

ARTICLE 1
Fiscal 2019 Omnibus Budget
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for the operation of the government of the Town of Natick, including debt and interest, during Fiscal Year 2019 (July 1, 2018 through June 30, 2019) and to provide for a reserve fund for Fiscal Year 2019, and to see what budgets for Fiscal 2019 will be reduced to offset said additional appropriations; or otherwise act thereon.

ARTICLE 2
Stabilization Fund
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for the purpose of supplementing the Stabilization Fund established under Article 22 of the warrant for Annual Town Meeting of 1961, as authorized by Chapter 40, Section 5B of the General Laws, as amended; or otherwise act thereon.

ARTICLE 3
Operational/Rainy Day Stabilization Fund
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for the purpose of supplementing the Operational Stabilization Fund established by vote of the 2011 Spring Annual Town Meeting under Article 4, as authorized by Chapter 40, Section 5B of the General Laws, as amended; or otherwise act thereon.

ARTICLE 4
Capital Stabilization Fund
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for the purpose of supplementing the Capital Stabilization Fund established under Article 2 of the warrant for Fall Annual Town Meeting of 2010, as authorized by Chapter 40, Section 5B of the General Laws, as amended; or otherwise act thereon.

ARTICLE 5
Other Post-Employment Benefits (OPEB) Appropriation or Transfer of Funds
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for, the Other Post-Employment Benefits Liability Trust Fund established pursuant to the provisions of Chapter 32B, Section 20 of the General Laws as amended by section 15 of Chapter 218 of the Acts of 2016; or otherwise act thereon.

ARTICLE 6
Appropriate Funds for the Family of Michael McDaniel Jr.
(Town Administrator)

To see if the Town will vote to appropriate funds to supplement the prior appropriations given to the widow of Michael McDaniel Jr., long time employee of the Town of Natick Department of Public Works, killed in the line of duty on February 4, 2014; or otherwise act thereon.

ARTICLE 7
Transfer of Unexpended Bond Proceeds
(Town Administrator)

To see if the Town will authorize the transfer of unexpended proceeds from amounts previously borrowed to pay costs of various capital projects, which projects are now complete, and for which such funds are no longer needed, to pay costs of one or more capital projects; or take any other action relative thereto.

ARTICLE 8
Collective Bargaining
(Board of Selectmen)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide, to implement any Collective Bargaining Agreements between the Town Natick and any recognized bargaining units of the Town; or otherwise act thereon.

ARTICLE 9
Personnel Board Classification and Pay Plan
(Town Administrator)

To see if the Town, pursuant to the authority contained in Section 108A of Chapter 41 of the General Laws, will vote to amend Article 24 of the Natick Town By-Laws, specifically the Classification and Pay Plan referenced in Section 3, paragraph 3.10 therein, by adding, deleting or amending position titles; re-classifying positions to a different Grade; and/or effecting changes in the salary ranges as presently established; or otherwise act thereon.

ARTICLE 10
Committee Article
(Board of Selectmen)

To see if the Town will vote to hear and discuss the reports of town officers, boards, and committees; or otherwise act thereon.

ARTICLE 11
Rescind Authorized, Unissued Debt
(Town Administrator)

To see if the Town will vote to rescind the authorization for unissued debt that has been determined is no longer needed for the completion of various projects; or otherwise act thereon.

ARTICLE 12
Unpaid Bills
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide for the payment of unpaid bills of previous years, incurred by the departments, boards and officers of the Town of Natick; or otherwise act thereon.

ARTICLE 13
Capital Equipment
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide as may be required for capital equipment for the various departments of the Town of Natick; to determine whether this appropriation shall be raised by borrowing or otherwise; or otherwise act thereon.

ARTICLE 14
Capital Improvement
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide to implement a Capital Improvement Program, to protect the physical infrastructure of the Town of Natick, to add new physical infrastructure, or to improve community assets; and, further, to determine whether this appropriation shall be raised by borrowing or otherwise; or to otherwise act thereon.

ARTICLE 15
West Natick Fire Station Appropriation of Funding
(Board of Selectmen)

To see what sum of money the Town will vote to appropriate, borrow, transfer from available funds or otherwise provide to be expended under the direction of the Board of Selectmen to design, develop, construct, furnish, and equip a new West Natick Fire Station (Fire Station #4), currently located at 268 Speen Street, Natick, Massachusetts, 01760, including all related facilities, buildings, appurtenant structures, site improvements, and grounds; or otherwise act thereon.

ARTICLE 16
West Natick Fire Station Land Acquisition
(Board of Selectmen)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, land needed for the construction of the West Natick Fire Station which land is located on the southerly side of Worcester Street, Route 9, and is shown on a plan a copy of which is on file in the Community Development Office; and further, to see what sum of money the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide for the purposes of this article; or otherwise act thereon.

ARTICLE 17
Change Authority for Acquisition of 22 Pleasant Street Among Other Items
(Robert Awkward et al)

To see what action(s) the Town will take, under MGL Chapter 45 Section 14, or any other authority, either a) to create a committee appointed by the Moderator or b) to use one of the methods specified in MGL Chapter 45, including, without limitation, section 14 of MGL Chapter 45, and/or c) to authorize the Conservation Commission under MGL Chapter 40 including, without limitation, section 8 – c to negotiate for and to acquire the property known as 22 Pleasant Street, alternatively know as Map 64 Parcel 44, in Natick for park and playground purposes and/or conservation and/or passive recreation purposes as the case may be including without limitation:

1) a) to create such committee appointed by the Moderator as an action of Town Meeting and/or to amend the Town ByLaws to create and to empower such committee or commission and specify their powers and duties and or b) to create within the scope of MGL Ch 45 including, without limitation, section 14 a committee or commission and to provide for their appointment by elected officers or elected multiple member bodies, and c) to allow any committee or commission access to the services of Town counsel and town staff; and/or

2) to set the number, qualifications and terms of members of such committee or commission; and/or

3) to change the previous votes of town Meeting under Article 35 of Spring 2015 Annual Town Meeting, Article 29 of Spring 2016 Town Meeting, or any other previous warrant article and vote of Town Meeting in order, without limitation, to change the authority to negotiate from the Board of Selectmen to such new committee or commission or to elected parks commissioners or the Conservation Commission, to transfer the control over and the authority to expend funds under any and all existing appropriation authority from the Board of Selectmen to such committee of commission or the Conservation Commission, provided, however, that neither any existing appropriation nor any existing borrowing authorization nor the eminent domain authorization nor grant application nor grant application authorizations may be rescinded or reduced in any way under this warrant article; and/or

4) to see what additional sums of money the town may raise, transfer from available funds, appropriate and or authorize or raise from borrowing to accomplish the purposes of the acquisition of 22 Pleasant St. and /or to authorize acquisition of the fee interest in the property, a long term renewable ground lease whether rent paid over time of all up front in lump sum or an exclusive perpetual easement for the use of 22 Pleasant St. ; and/or

5) to change the condition or conditions of any of the previous votes of Town Meeting referenced in 3) above in order to change the purpose of those previous appropriations and votes to be consistent with this article, to remove the conditions in any of those previous

votes concerning letters of intent or any other matters, and/or to modify such conditions consistent with accomplishing the purposes of this article; and/or

6) to provide that whatever new committee of commission or the Conservation Commission is authorized under this article will also have access to Town Counsel and Town staff for the purposes of negotiating for and acquiring 22 Pleasant St.; and/or

or otherwise act thereon.

ARTICLE 18
Appropriate Funds for the Design and Development of Route 27 North Main Street
(Board of Selectmen)

To see what sum of money the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide for design and development of the Route 27 North Main Street (Route 27) roadway improvement project, including but not limited to design, right of way (design and/or acquisition), legal, appraisal, permitting, and/or construction phase services; or otherwise act thereon.

ARTICLE 19
Capital Equipment
(Interim School Superintendent)

To see if the Town will vote to appropriate and raise, borrow or otherwise provide, a sum of money as may be required for capital equipment for the various departments of the Town of Natick; to determine whether this appropriation shall be raised by borrowing or otherwise; or otherwise act thereon.

Emergency Generator – Memorial Elementary School - $25,000
Natick High School Athletic Field Bleacher Repairs - $20,000
ADA Accessibility Wheelchair Ramp – Auditorium – Johnson Elementary School - $10,000

Total = $55,000

ARTICLE 20
Legal Settlement
(Interim School Superintendent)

To see if the Town will vote to raise and appropriate, or otherwise provide, the funds necessary to implement the Terms of a Legal Settlement Agreement/litigation outcomes between the Natick Public Schools and pending litigation regarding cases currently before the Massachusetts Court System/Massachusetts Arbitration System.

ARTICLE 21
Excise Tax on Retail Sales of Marijuana for Adult Use
(Board of Selectmen)

To see if the Town of Natick will vote to accept Massachusetts General Laws Chapter 64N, Section 3 to impose local sales tax upon sale or transfer of marijuana or marijuana products by a marijuana retailer operating within the Town of Natick, to anyone other than a marijuana establishment, at a rate not greater than 3 per cent of the total sales price received by the marijuana retailer, or to otherwise act thereon.

ARTICLE 22
Marijuana Establishments Zoning Bylaw Amendment
(Planning Board)

To see if the Town will vote to amend the Town of Natick Zoning By-Laws and Map with regards to establishing reasonable regulations regarding the time, place and/or manner of adult use marijuana establishments per G.L. c. 94G, including but not limited to the following:

- Replace and/or modify the existing "Section III-K: Marijuana Establishments" with a new "Section III-K: Adult Use Marijuana Establishments" which address the following topics:
  - Specify the purpose, scope, and/or objective;
  - Specify the applicability of the provisions;
  - Specify the relationship with underlying districts and regulations;
  - Create, amend, and/or add definitions;
  - Specify the place, time and/or manner;
  - Create and/or specify the regulation of the use(s), including but not limited to any special provisions and/or limitation of the use(s) such as creating a use regulation table, establishing buffer zones, relationship to existing uses, location to other similar establishments, and/or other special provision regarding where such uses can be located or operated;
  - Create and/or specify the special Permit and/or site plan requirements and/or process;
  - Create and/or specify provisions, if any, for licensing requirements, community outreach, community host agreement, energy use, parking and traffic impacts, waiver provisions, enforcement, inspections, screening and/or other visual impacts, signage, and/or other neighborhood and abutter protections; and/or

- Amend and/or modify the Town of Natick Zoning Bylaw to create one or more Adult Use Marijuana Establishment overlay zoning district(s) in Section II – Use Districts, II-A Types of Districts; and/or

- Amend the Town of Natick zoning map, as referenced under Section II-B Location of Districts (Zones) subsection 1 to locate one or more Adult Use Marijuana Establishment overlay zoning district(s) on parcels with current underlying zoning allowing commercial, retail, and/or industrial uses either by right or by special permit;

- And/or extend and/or modify an existing temporary moratorium regarding recreational marijuana establishments and related uses currently located in Section III-K: Marijuana Establishments of the Town of Natick Zoning Bylaws. The existing moratorium is in effect through December 31, 2018 or six (6) months from the date of adoption of regulations to implement the Acts by the Cannabis Control Commission, whichever is later. The proposed extension and/or modification of the existing moratorium shall be in effect for a period up to, but not exceeding, an additional six (6) months from December 31, 2018, unless said moratorium is extended, modified or rescinded by a subsequent action of Town Meeting;

or otherwise act thereon.

ARTICLE 23
Amend Zoning By-Law to create, extend, and/or modify the existing Temporary Moratorium Regarding Recreational Marijuana Establishments currently located in Section III-K: Marijuana Establishments of the Natick Zoning Bylaws
(Town Administrator)

To see if the Town will vote to amend the Natick Zoning By-Law pursuant to Chapter 334 of the Acts of 2016, subsequently amended, in part, by Chapter 351 of the Acts of 2016, entitled "An Act Further Regulating the Cultivation of Marijuana and Marihuana," and by Chapter 55 of the Acts of 2017, entitled "An Act to Ensure Safe Access to Marijuana" (collectively, the "Acts") by creating, extending and/or modifying an existing temporary moratorium regarding recreational marijuana establishments and related uses currently located in Section III-K: Marijuana Establishments of the Natick Zoning Bylaws. The existing moratorium is in effect through December 31, 2018 or six (6) months from the date of adoption of regulations to implement the Acts by the Cannabis Control Commission, whichever is later. The proposed extension and/or modification of the existing moratorium shall be in effect for a period up to, but not exceeding,

an additional six (6) months from December 31, 2018, unless said moratorium is extended, modified or rescinded by a subsequent action of Town Meeting; the purpose of said moratorium extension is to allow the Town of Natick adequate time to consider whether and/or how to allow, prohibit and/or regulate marijuana establishments and related uses as outlined in the Acts, in accordance with applicable state laws and regulations, and to undertake an appropriate planning process; or otherwise act thereon.

ARTICLE 24
Amend Town of Natick By-law Article 10: Board of Selectmen
(Board of Selectmen)

To see whether the Town will vote to amend the Town of Natick By-Laws, Article 10, Board of Selectmen by adding a new Section 5: Marijuana Licensing, the purpose of which shall be to create a local licensing process for Marijuana Establishments pursuant to G.L. c.94G Section 3 and 935 CMR 500, under the authority of the Board of Selectmen, to include provisions for regulations, hearings, applications, enforcement, limitation on licenses, and/or other requirements that may be adopted by the Board of Selectmen under such licensing authority; or otherwise act thereon.

ARTICLE 25
Amend Agreement with the South Middlesex Regional Vocational School District
(Board of Selectmen)

To see if the Town will vote to amend the agreement among the towns of Ashland, Holliston, Hopkinton and Natick and the City of Framingham with respect to Establishment of a Regional Vocational School District to incorporate prior amendments to said agreement, to eliminate outdated provisions, to recognize Framingham's change from a town to a city form of government, and to bring said agreement into alignment with the District's existing practices, in accordance with an April 23, 2018 executive summary, a copy of which is on file with the office of the Town Administrator; or otherwise act thereon.

ARTICLE 26
Supplement Prior Town Meeting Vote authorizing Acquisition and Preservation of the Sawin House and Adjacent Property at 79 South Street, Assessors Map 77 Lot 7.
(Board of Selectmen)

To see if the Town will vote, supplementing the vote of the 2017 Fall Annual Town Meeting under Article 28, to authorize the Board of Selectmen to acquire easements over adjoining property, including without limitation property owned by the Massachusetts Audubon Society, Inc., for purposes to use of the former Sawin House Property at 79 South Street, Natick, shown on Town Assessor's Map 77, Lot 7, including vehicular and pedestrian access and egress, use of a septic system, vehicle parking, maintenance or removal of trees, and drawing water from a well; or otherwise act thereon.

ARTICLE 27
Prohibit Dog Kennels in Single Family Residential Zones RS and/or RG
(George Richards et al)

To see if the town will vote to:

1. Prohibit dog kennels in single family residential zones RS and/or RG.

2. Change Natick by-laws section III-A-2 Use Regulations, <u>Other Uses</u>, item 53 where a Dog Kennel may be allowed by special permit to reflect the prohibition of Dog Kennels in the RS and/or RG zones; i.e. replace "A" with an "O"

or take any other action with respect thereto.

ARTICLE 28
Amend Zoning By-Law to allow Indoor Amusement or Recreational Uses in Industrial Zoning Districts by Special Permit
(George Richards et al)

To see what action(s) the town will take to amend the Zoning By Law to allow Indoor Amusement or Recreational Uses (Use # 12 in Section III-A.2 of the Zoning By-Law) by special permit in some or all of the existing Industrial zoning districts, including but not limited to the following:

1) Whether to limit Use #12 by special permit to Industrial I and II zoning districts or only allow the use by special permit only in Industrial I zoning districts and/or

2) Whether to allow Use #12 by special permit to only one specific Industrial I zoned area, namely in the so-called "East Natick Industrial Park" on the east side of Oak Street , specifically including the following parcels (and including any further subdivision of these parcels) as identified on the Town's Assessors Maps: Map 8, Lots 41A, 41B, 41C, 41E, 41G, 41H, 41FA, 41FB, 41FBB, 42, 42A, 42B, 42C, 42D, 42E, 42F and 43; Map 9, Lots 2A, 2B, 2C, 2D, 2E, 2EA, 2F, 2G, 2J, 2K, 2L, 2M, 2N, 28, 28A and 28B; Map 14, Lots 76, 76A, 77A and 77B; and Map 15, Lots 105A, 105B and 105C, whether by limiting the floor area ratio of the recreational use, by way of creating a new Industrial zone, creating an overlay district, by footnote in the Use Regulation Schedule, and/or allowing the use elsewhere in the Zoning By-Law

or otherwise act thereon.

ARTICLE 29
Amend Article 2 of the Town of Natick Home Rule Charter
(Board of Selectmen)

To see if the Town will vote to amend Article 2 of the Town of Natick Home Rule Charter as follows:

In Section 2-11 (b) delete item (3) which reads "any ten voters" and insert in its place "(3) any ten or more registered voters of the town for any annual town meeting and any one hundred or more registered voters for any special town meeting in accordance with Massachusetts General Laws Chapter 39, Section 10," so that the section shall read:

"(b) Initiation of Articles - The Board of Selectmen shall receive all petitions which are addressed to it and which request the submission of particular subject matter to the representative town meeting and which are filed by: (1) any elected town officer, (2) any multiple member body, acting by a majority of its members, (3) any ten or more registered voters of the town for any annual town meeting and any one hundred or more registered voters of the town for any special town meeting as detailed in Massachusetts General Laws Chapter 39, Section 10, (4) such other persons or agencies as may be authorized by law, or by by-law. All such requests for submission of matters shall be in writing, but they shall not be required to conform to any particular style or form. The board of selectmen shall within fourteen days of receipt of a proposed zoning by-law amendment submit the same to the planning board for review."

or otherwise act thereon

ARTICLE 30
Amend Town of Natick Zoning Map: Assisted Living Overlay Option Plan
(David Presutti et al)

To see if the town will vote to amend the Town of Natick Zoning Map as follows: By including an "Assisted Living Overlay Option Plan" overlay district on the land known as 89 Union Street, also known as Assessors parcel: Map 53, Parcel 32

Or take any other action relative thereto.

ARTICLE 31
Actions Pertaining to Acquisition and Preservation of the Town's Easements on Mechanic Street
(Board of Selectmen)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, any interest, whether by easements or otherwise, in all or part of Mechanic Street for any of the following: roads, sidewalks, vehicular and/or pedestrian access or passage, drainage and utilities or other purposes that Town Meeting may authorize, and, further, to authorize the Board of Selectmen to acquire, by easements or otherwise, interests in any of the parcels which abut Mechanic Street for the purposes of this article; and further, to see what sum of money the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide for the purposes of this article; or otherwise act thereon.

ARTICLE 32
Amend Natick Zoning By-Laws: Inclusionary Affordable Housing Requirements
(Planning Board)

To see if the Town will vote to amend the Natick Zoning Bylaws with regard to promoting Affordability in the town's housing stock and enabling and permitting the construction or development of Affordable Housing, as provided for in MGL c. 40B and defined in 760 CMR 56, by:

- Amend, modify, or add to Section 200 – Definitions, including without limitation defining any aspect of the provision(s) of affordable housing, affordable housing requirements, and/or provisions for housing that meets the Commonwealth's standards for inclusion on the Town's Subsidized Housing Inventory (SHI) (as defined in 760 CMR 56); and
- Replace, eliminate, or modify the following sections (including without limitations subsections and/or footnotes) within the Natick Zoning Bylaw that relate to minimum affordable housing requirements, affordability requirements, affordable housing provisions, and/or other affordable provisions/requirements (whether local or related to the Commonwealth's requirements for inclusion in the Subsidized Housing Inventory):
    - Section III-A.2 - Use Regulations Schedule
    - Section III-A.6.A - Inclusionary Housing Option Program (IHOP)
    - Section III-A.6.B – Housing Overlay Option Plan (HOOP)
    - Section III-D – Use Regulations for LC Districts
    - Section III.E – Downtown Mixed Use District
    - Section III-F – Cluster Development Allowed in Certain Districts:
        - 1.F – Town House Cluster Development
        - 2.F – Single-Family Town House Cluster Development
        - 3.F – Single-family Town House Cluster Development (RSC District)
        - 4.F – Cluster Development – AP and PCD Districts
        - 5.F – Comprehensive Cluster Development Option
    - Section III-I.1 – Assisted Living Residences
    - Section III-I.2 – Independent Senior Living Overlay Option Plan (ISLOOP)
    - Section III-J – Historic Preservation
    - Section 320 – Highway Overlay Districts

with a new Section V-J – Inclusionary Affordable Housing Requirements, which address the following topics:

- Purpose and Intent to encourage the development of affordable housing

- Applicability of mandatory provisions of affordable units
- Affordable housing unit requirements (on site and off site)
- Special permit requirements
- Fees-in-lieu of affordable unit requirements
- Density Bonus
- Maximum income and sell price provisions
- Preservation of affordability and restrictions on resale of units;

or otherwise act thereon.

ARTICLE 33
Establish Study Committee: 1.5% Test of Land Use
(Julian Munnich et al)

To see whether the Town will vote to establish a study committee of Town Meeting, appointed by the Moderator, to address, research, study, analyze and recommend regarding the issue and question of where the Town stands relative to and whether the Town has met and/or can meet its obligation under the so-called "1.5% test" of land use as defined and more specifically described in MGL c.40B §§ 20-23, 760 CMR 56 and/or related guidelines issued by DHCD or any office of the Commonwealth or established in any legal proceeding; and, without limitation:

1) To establish the number and/or qualifications of committee members to be appointed;

2) To establish the charge of said committee including, but not limited to:

   - Identify any and all components of the calculation and all individual parcels or acreage owned by the United States; the Commonwealth; or any political subdivision thereof; the Department of Conservation and Recreation or any state public authority; or where all residential, commercial, and industrial development has been prohibited by deed, decree, zoning or restrictive order of the Department of Environmental Protection pursuant to M.G.L. c. 131, § 40A; or is dedicated to conservation or open space whether under control or ownership by trusts, corporations, partnerships, private parties, or elsewise; or is contained in the Subsidized Housing Inventory; and the size of all bodies of water located within Natick;

   - Gather any other information necessary to analyze, evaluate, and calculate the Town's position relative to the 1.5% test;

   - Identify and recommend any zoning changes or other actions that might strengthen or improve the Town's position relative to meeting or exceeding this test;

   - Report its findings and recommendations to 2019 Fall Annual Town Meeting or such other date as Town Meeting shall establish provided, however, that this shall not preclude any preliminary or earlier report(s) to Town boards, committees, commissions, or to Town Meeting;

3) To authorize said committee to develop a database of properties to be included in and/or excluded from either the numerator or the denominator of the calculation;

4) To provide that said committee shall have access to Town Counsel and to Town staff, including but not limited to the Community and Economic Development, DPW (GIS), and Finance (Assessors) divisions and may utilize the services of outside consultants;

5) To provide for a method to engage any such outside consultant including, without limitation, a reserve fund transfer by the Finance Committee;

6) To see what sum of money the Town will appropriate to accomplish the purpose of said committee;

7) To set the term of said study committee to expire upon the dissolution of 2019 Fall Annual Town Meeting or such other date as Town Meeting shall establish unless otherwise extended by Town Meeting;

8) Said committee, being a multiple member body under the Town Charter, is authorized to sponsor warrant articles for any Annual or Special Town Meeting Warrant;

or otherwise act thereon.

ARTICLE 34
Amend Historic Preservation Zoning By-Law
(Joel Valentin et al)

To see what action(s) the town will take to amend the Historic Preservation By Law (Section III-J) so as to increase the amount of new construction allowed on a parcel whether based on the size of the parcel, excessive compliance of the structure and/or lot with underlying zoning requirements, restoration of the structure to its' original state and/or other regulatory requirements,

Or otherwise act thereon.

ARTICLE 35
Voting Requires Being Legal Resident of Massachusetts and this Municipality
(Tony Lista et al)

To see if the Town will vote to:

Amend its charter (section 7-7 sub section (I)) and bylaws, (article 1 town election and town meeting) by inserting the following language: "A person over the age of 18 shall be qualified to vote in municipal elections who is a United States citizen and a legal resident of Massachusetts and this municipality, and who meets the qualification of M.G.L. Ch. 51, section 1

or otherwise act thereon.

ARTICLE 36
Amend Zoning By-Laws: Outdoor Lighting
(Planning Board)

To see if the Town will vote to amend the Town of Natick Zoning Bylaws by modifying Section V-I (Outdoor Lighting) and Section 200 (Definitions) to provide regulation of pole-mounted lighting.

Or otherwise act thereon.

ARTICLE 37
Amend Zoning By-Laws: Signage (Residential Zoning Districts)
(Planning Board)

To see if the Town will vote to amend the Town of Natick Zoning Bylaws by modifying Section V-H (Signs and Advertising Devices) and Section 200 (Definitions) to provide regulation of signage in Residential Zoning Districts for uses that are permitted as of right, by special permit, by variance, by pre-existing use, or uses exempted in MGL Chapter 40A, Section 3 from certain zoning restrictions.

Or otherwise act thereon.

ARTICLE 38
Amend Natick Town Charter; Natick Town By-Laws; Natick Zoning By-Laws: Constitution of zoning board of appeals, division and distribution of powers regarding MGL c. 40B sections 20-23
(Julian Munnich et al)

To see if the Town will vote to amend the Town of Natick Home Rule Charter, the Natick Town By-Laws, and the Town of Natick Zoning By-Laws to, including but not limited to adding new sections and/or definitions, and/or amending existing sections and/or definitions; to provide for the division and exercise of functions to other appointed or elected bodies:

-Pursuant to MGL c. 40A s.12, MGL c. 4 s. 7, MGL c. 43B s. 20, and MGL c. 40B s. 21 or otherwise; provide by amendment and/or addition including but not limited to the Article 3 Section 11 b of the charter to make the Planning Board responsible for hearing comprehensive permit applications under MGL Chapter 40 b s 20-23; divide the assignment of functions to other appointed or elected bodies;

-Pursuant to MGL c. 40 s. 32 or otherwise; provide by amendment and/or addition to the Natick Town By-Laws including, without limitation, in Article 10 Section 3 and Article 22 Section 5 such that they comport with the Natick Home Rule Charter, and/or establish the assignment of counsel to town boards;

-Pursuant to MGL c. 40A s. 5 or otherwise; provide by amendment and/or addition to the Town of Natick Zoning By-Laws such that they comport with the Natick Home Rule Charter;

Or otherwise act thereon.

ARTICLE 39
Amend Natick Town Charter: Natick By-laws, Natick Zoning By-laws: Appointment and constitution of zoning board of appeals, division and distribution of powers, and assignment of counsel.
(Julian Munnich et al)

To see if the Town will vote to amend the Town of Natick Home Rule Charter, the Natick Town By-Laws, and the Town of Natick Zoning By-Laws to; including but not limited to, adding new sections, and/or definitions, and/or amending existing sections and/or definitions, and/or providing for transition and implementation procedures; to provide for the division and exercise of functions to other appointed or elected bodies:

-Pursuant to MGL c. 40A s.12, MGL c. 4 s. 7, and MGL c. 43B s. 20 or otherwise; provide by amendment and/or addition to the charter, including but not limited to, in Article 3 for the appointment of members and associate members to the zoning board of appeals by a different appointing authority or in Article 3 for the election of a board of appeals, to change or to establish its number of members and associate members of the board of appeals; and/or to divide the assignment of functions to other appointed or elected bodies;

-Pursuant to MGL c. 40 s. 32 or otherwise; provide by amendment and/or addition to the Natick Town By-Laws such that they comport with the Natick Home Rule Charter, and/or to amend Article 22, including but not limited to Section 5, and/or Article 10, including but not limited to Section 3, of the Natick Town Bylaws, (respectively the Town Counsel and Board of Selectmen sections of the by-laws), including but not limited to Article 44 of the Natick Town By-Laws, and/or add new section to the By-Laws to: a) determine which multiple member bodies shall have the right to services of Town Counsel; and b) provide that multiple member bodies, and elected town officers, who are parties in interest or defendants in any matter connected to their official duties, shall have the right to bring and to settle legal action and to defense pertaining to such matters; and c) provide that the Board of Selectmen and Town Administrator not have authority to settle or to control such matters or to limit such control or involvement: and d) to determine the extent to which any or all multiple member bodies and/or elected town officers shall have rights to legal services and/or causes of action in connection with their official duties;

-Pursuant to MGL c. 40A s. 5 or otherwise; provide by amendment and/or addition or deletion to the Town of Natick Zoning By-Laws such that they comport with the Natick Home Rule Charter in regard to the appointment of the Zoning Board of Appeals, and division and exercise of functions;

Or otherwise act thereon.

ARTICLE 40
Amend the Town of Natick By-Laws: Create New Committee
(Daniel Sullivan et al)

To see what action the Town will take to amend the Town of Natick By-Laws ("the By-Laws"), consistent with and pursuant to Article 2, Section 11(e) of the Town of Natick Home Rule Charter ("Committees"), the Massachusetts General Laws, Chapter 39 §16 or any other authority, to add a new and/or to amend an existing Article(s) or Section(s) of the By-Laws, including without limitation:

i) to create a standing committee, appointed by the Moderator, for the purpose of study, review, recommendation and/or report to Town Meeting on zoning warrant articles, motions and related zoning matters in advance of and/or in connection with Town Meeting action; and

ii) to allow such committee to conduct studies and analyses of the Town for the purpose of providing information and reports to Town Meeting and the Town on zoning, land use and related matters; and

iii) to determine the name, size and composition of such committee and to specify the eligibility, term and/or qualifications for an individual to be a member of such committee; and

iv) to provide and/or to allow for such committee to provide input, report, advice and recommendation to the Finance Committee in connection with the Finance Committee's consideration of warrant articles and other matters before Town Meeting and/or the Town; and

v) to provide that such committee, in connection with its work, have access to Town Counsel whether such provision is made in a new article or section of the By-Laws or within Article 22 – Town Counsel, Section 5 (c) of the By-Laws; and

vi) to specify any other powers, duties or responsibilities of such committee;

vii) provided however that no member of any elected Board or the Zoning Board of Appeals shall be eligible to serve on said committee;

or otherwise act thereon.

ARTICLE 41
Snow Removal ByLaw
(Paul Griesmer, Joshua Ostroff, et al)

To see what action(s) the Town will take to help ensure public safety, access and convenience by amending Article 50 Section 18 and/or Article 92 of the Town ByLaws:

1) to clarify and/or to define, whether in whole or in part, what the term "public way(s)" shall mean for the purposes of Article 50 Section 18 or other purposes in the Bylaws, potentially including, without limitation, that the term "public way(s)" shall include streets to which the public has right of access; and/or
2) to change any fine in Section 18 to a different number or a schedule of fines for first and any enumerated or further list of offenses, and/or to add such fines or schedule to Article 92 of the ByLaws and provide a cross reference from Article 50 Section 18 to Article 92, and/or to delete or to modify subsection "a" in whole or in part and/or to add or to rearrange subsections within Article 18 to establish fines; and/or
3) to delete or to modify existing subsection "b" of Article 50 Section 18 and/or add new text in Article 50 Section 18; and/or
4) to insert a provision in subsection "b" or in a new subsection that no persons except employees and contractors of the Town in the lawful or authorized performance of Town snow removal duties, shall either move snow into and leave such snow within, or deposit and leave snow in any improved portion of i) any public sidewalk, ii) street or iii) public way or any part(s) thereof, so as to obstruct or impede regular snow removal operations of the Town; and/or
5) to provide that such prohibition above shall not prevent and shall not apply to the clearing, by persons other than Town employees or town contractors, of snow from either public ways, or improved sidewalk or street portions of public ways, where snow is or has been left un-

cleared by Town snow removal operations; provided that A) such snow clearing does not leave snow in sidewalks or streets areas already cleared by the Town, B) is incidental to or necessary for clearing access to private driveways, private sidewalks, private buildings or mailboxes and/or C) does not prevent or impede regular snow removal operations conducted by the Town to any greater extent than those regular Town snow removal operations would or should have done; and/or

6) to clarify or to define that "regular snow removal operations" refers to or means those snow removal operations, both which and in the manner they are regularly or routinely conducted by the Town in a timely manner practicable after a snowstorm; and/or

7) to make any other changes to the text of the Bylaws consistent with accomplishing the general purposes of this article, which purposes include, without limitation, the goals of ensuring public safety, access and convenience; allowing the Town to clear snow efficiently and effectively from improved sidewalks, streets or other portions of public ways; and of allowing residents and private property owners the ability to clear access to their properties;

or otherwise act thereon.

ARTICLE 42
Technical Changes to Charter and By-Laws
(Paul Griesmer et al)

To see what action(s) the Town will take to amend the Town of Natick Home Rule Charter and/or the Town of Natick By-Laws ("the By-Laws"), to add new definitions, to amend existing articles and/or sections, whether by adding new language, removing existing language, changing exiting language or otherwise, and/or to add new articles and or sections including without limitation:

1) to restore, in whole or in part, or otherwise to provide new requirements within Article 7 Section 9 (a) of the Charter the provisions for calling meetings of multiple member bodies and notification to members including potentially, but not limiting the foregoing, a) that such meetings be called by the i) Chair, Vice Chair and/or secretary/clerk of the multiple member body and /or ii) 1/3 of the members of the multiple member body and b) that a minimum of 48 hours or 2 day notice, including the agenda items and/or then available advance materials, be given to each member of the multiple member body and/or c) that subsequently available advance materials be given to all members either in advance or at the same time; and/or

2) to clarify in Article 3 of or elsewhere in the Bylaws or the Charter a) that the Finance Committee public hearings on the proposed budget and its individual elements as described in and/or discussed in Article 5 Fiscal Procedures of the Charter and/or as contemplated in Article 23 of the Bylaws shall be required public hearings within the meaning of and subject to the requirements of Town Meeting Time, and/or b) that such public hearing requirements of Town Meeting Time shall also apply to or pertain to the subject matter of any related warrant article or portion thereof which includes any element of the proposed budget whether such preceding clarification(s) is(are) new or for the avoidance of any doubt and/or misunderstanding, and /or c) to allow Town Meeting, by 4/5ths or other greater super majority vote or unanimous consent, to consider part(s) of the proposed budget which have not been so heard by the Finance Committee or to prohibit, within the Bylaws or charter, such consideration until after the required public hearing is held and/or e) to determine whether the provisions of this paragraph of this warrant article shall also apply to all financial warrant articles and/or other warrant articles which are not part of the proposed provided that any such requirement(s) must also apply to all of the elements and/or items of the proposed budget; and/or

3) to create a definition of "resident" and /or "taxpayer" and/or to clarify that such terms mean only "of the Town of Natick" and/or to clarify the meaning of "of the Town of Natick"; and/or

4) to determine and or to define, without limitation, whether "resident" shall a) be defined in accordance with existing Federal, state or other statutes, regulations, legal requirements and/or practices of residency and/or b) be limited to or consist solely of individual human beings and/or to specify that any person registered to vote in a community other than the Town of Natick is not considered a resident of the Town; and/or

5) to determine and/or to define, without limitation, whether “taxpayer” shall a) be limited to or consist of real estate, personal property and/or other types of taxpayers, b) be limited to or consist of current taxpayers or taxpayers within the current fiscal year or other period(s) to be specified, c) to define whether taxpayer means and/or includes i) the actual payer of the tax, ii) the owner on whose behalf the tax is paid, iii) the owner of property who has paid tax or is subject to taxation, including taxes accruing and/or payable, d) to define whether the assessor’s records and/or registry of deeds shall be conclusive for determining taxpayer status and/or e) to provide that taxpayers who no longer own property in the Town will not be considered taxpayers even if they paid tax within the current fiscal year; and/or

6) to determine whether these or any other new or existing definitions shall apply a) throughout the charter, b) for the purposes of specified articles and/or sections of the charter with such specific sections, if any, to be determined under this warrant article, c) throughout the ByLaws and/or d) for the purposes of specified Articles or sections of the ByLaws with such specific sections, if any, to be determined under this warrant article; and/or

7) to amend Charter Article 2 Section 10 (c) to a) completely re write this section, b) amend any wording within this section in whole or in part, c) to change the word “participate” in this section to “speak” or some other more limited term or verb, d) to change or delete the words “in the proceedings” so that the actions contemplated therein i) be limited to speaking and/or to other specified acts of participation, ii)) specifically exclude the ability to make motions and/or iii) be modified/limited in some further or other manner; and/or

8) to provide that corporate and/or other taxpayers who are not individual human beings shall a) be able to participate within the meaning of Charter Article 2 Section 10 (c) only through their officers and/or directors as listed with the Corporations Division of the Secretary of State of the Commonwealth, b) to i) limit such taxpayers in the previous clause to one or some other number of speaker(s) and/or ii) provide that such taxpayers shall be considered to be speaking for a second or further time when any officer or director of such corporation or legal entity seeks to be recognized for a second or further time on an article or motion in the basis of standing as a taxpayer, and/or c) to preclude non-resident and or non-taxpayer representatives, attorneys and/or agents of such taxpayers and/or of any resident from speaking without permission of Town Meeting, whether these changes in this paragraph are made i) within Article 2 of the Charter, ii) the text of new or existing definitions in the Charter and/or Bylaws, iii) within Article 3 of the Bylaws and/or other appropriate Article or section of the charter or bylaws; and/or

9) to change Charter Article 7 Section 9 b so that the members of the public be changed to or defined as residents or taxpayers, as defined, and /or as contemplated elsewhere within this warrant article and/or to provide or to limit the subjects about which questions may be asked, opinions stated and/or information exchanged be limited and/or to determine the manner, type or extent of such limitation(s) and/or to require that any such topics be limited to matters which are within the i) official scope, authority, reach, extent, purview, depth, width, responsibility, jurisdiction, role and/or responsibility of a multiple member body and/or ii) current practice of such multiple member body and/or to define current practice whether within the aforesaid section or elsewhere in the charter or Bylaws and/or iii) to provide that current practice of a multiple member body shall be measured only from the most recent annual and/or once a year reorganization of a multiple member body; and/or

10) to clarify in Article 3 of or elsewhere in the Bylaws or the charter a) that the Finance Committee public hearings as discussed in Article 5 Fiscal Procedures of the Charter and/or as contemplated in Article 23 of the Bylaws shall be public hearings at which only residents and /or taxpayers, as defined, shall have the right to speak and/or be heard, that persons who are not residents or not taxpayers may be heard only with the permission of the Finance Committee as contemplated for rules provided elsewhere within this warrant article for multiple member bodies; and/or

11) to amend the Charter to allow the representative Town Meeting by ByLaw i) to create uniform rules for all multiple member bodies with regard to any of the subject matter in Article 7

section 9(b) of the Charter, ii) to create and apply such rules to certain multiple member bodies only and/or iii) to create and apply such rules to all multiple member bodies with specific exceptions; and/or

12) to create and to apply any other definitions within all or certain parts of the charter and /or bylaws to accomplish the purpose(s) of this warrant article;

or otherwise act thereon.

The above articles are to be acted upon and determined exclusively by Town Meeting Members in accordance with Chapter 2 of the Acts of 1938 and Amendments thereto and the Town Charter and subject to the referendum provided thereby.

And you are directed to serve this Warrant by causing an attested copy of said Warrant to be posted in the Post Office in said Natick; and at the following public places in said Natick, to wit: Precinct 1, Reliable Cleaners, 214 West Central Street; Precinct 2, Cole Recreation Center, 179 Boden Lane; Precinct 3, Kennedy Middle School, 165 Mill St.; Precinct 4, Lola's, 9 Main Street; Precinct 5, Wilson Middle School, 22 Rutledge Road; Precinct 6, East Natick Fire Station, 2 Rhode Island Avenue; Precinct 7, Lilja Elementary School, 41 Bacon Street; Precinct 8, Natick High School, 15 West Street; Precinct 9, Community Senior Center, 117 East Central Street and Precinct 10, Memorial Elementary School, 107 Eliot Street.

Above locations being at least one public place in each Precinct, in the Town of Natick, and also posted in the Natick U.S. Post Office, Town Hall, Bacon Free Library and Morse Institute Library seven days at least before October 16, 2018; also by causing the titles of the articles on the Warrant for the 2018 Fall Annual Town Meeting to be published once in the Newspaper called "The MetroWest Daily News," with notice of availability of an attested copy of said Warrant, said Newspaper published in the Town of Natick and said publication to be August 24, 2018.

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at or before the time appointed for holding said meeting.

Given under our hands this, 20th Day of August, 2018.

_____	_____	_____
AMY K. MISTROT	SUSAN G. SALAMOFF	MICHAEL J. HICKEY, JR
Chair	Vice Chair	Clerk
_____	_____	
JONATHAN H. FREEDMAN	RICHARD P. JENNETT, JR	
Member	Member	

Board of Selectmen for the Town of Natick

Certified copies of the Warrant are available at the Office of the Town Clerk, Natick Town Hall, 13 East Central St., Natick, MA between the hours of 8:00 a.m. – 5:00 p.m., Monday through Wednesday; 8:00 a.m.-7:00 p.m. on Thursday and 8:00 a.m.-12:30 p.m. Friday; the Warrant may also be accessed from the Town web site www.natickma.gov.

ARTICLE 17
Change Authority for Acquisition of 22 Pleasant Street Among Other Items
(Robert Awkward et al)

To see what action(s) the Town will take, under MGL Chapter 45 Section 14, or any other authority, either a) to create a committee appointed by the Moderator or b) to use one of the methods specified in MGL Chapter 45, including, without limitation, section 14 of MGL Chapter 45, and/or c) to authorize the Conservation Commission under MGL Chapter 40 including, without limitation, section 8 – c to negotiate for and to acquire the property known as 22 Pleasant Street, alternatively know as Map 64 Parcel 44, in Natick for park and playground purposes and/or conservation and/or passive recreation purposes as the case may be including without limitation:

1) a) to create such committee appointed by the Moderator as an action of Town Meeting and/or to amend the Town ByLaws to create and to empower such committee or commission and specify their powers and duties and or b) to create within the scope of MGL Ch 45 including, without limitation, section 14 a committee or commission and to provide for their appointment by elected officers or elected multiple member bodies, and c) to allow any committee or commission access to the services of Town counsel and town staff; and/or

2) to set the number, qualifications and terms of members of such committee or commission; and/or

3) to change the previous votes of town Meeting under Article 35 of Spring 2015 Annual Town Meeting, Article 29 of Spring 2016 Town Meeting, or any other previous warrant article and vote of Town Meeting in order, without limitation, to change the authority to negotiate from the Board of Selectmen to such new committee or commission or to elected parks commissioners or the Conservation Commission, to transfer the control over and the authority to expend funds under any and all existing appropriation authority from the Board of Selectmen to such committee of commission or the Conservation Commission, provided, however, that neither any existing appropriation nor any existing borrowing authorization nor the eminent domain authorization nor grant application nor grant application authorizations may be rescinded or reduced in any way under this warrant article; and/or

4) to see what additional sums of money the town may raise, transfer from available funds, appropriate and or authorize or raise from borrowing to accomplish the purposes of the acquisition of 22 Pleasant St. and /or to authorize acquisition of the fee interest in the property, a long term renewable ground lease whether rent paid over time of all up front in lump sum or an exclusive perpetual easement for the use of 22 Pleasant St. ; and/or

5) to change the condition or conditions of any of the previous votes of Town Meeting referenced in 3) above in order to change the purpose of those previous appropriations and votes to be consistent with this article, to remove the conditions in any of those previous votes concerning letters of intent or any other matters, and/or to modify such conditions consistent with accomplishing the purposes of this article; and/or

6) to provide that whatever new committee of commission or the Conservation Commission is authorized under this article will also have access to Town Counsel and Town staff for the purposes of negotiating for and acquiring 22 Pleasant St.; and/or

or otherwise act thereon.

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article # 17	Date Form Completed: 9/14/2018
Article Title: Change Authority for Acquisition of 22 Pleasant Street	
Sponsor Name: Robert J. Awkward, Ph.D.	Email: rjawkward@verizon.net

Question	Question
1	Provide the article motion exactly as it is intended to be voted on by the Finance Committee.
Response	To create a committee appointed by the Moderator to negotiate for and acquire the property known as 22 Pleasant Street, alternatively known as Map 64 Parcel 44, in Natick for park and recreation purposes and/or conservation and/or passive recreation purposes. The 22 Pleasant Street Acquisition Committee will be comprised of a minimum of three (3), but no more than five (5) members who have expertise in commercial real estate, real estate law, environmental site remediation, as well as from the adjoining neighborhood and the Town at large. The Committee will coordinate its work with the Board of Selectmen, the Town Administrator and have access to the Town Counsel and any other Town agencies necessary to fulfill its mission. This Committee will subsume the authority previously granted to the Board of Selectmen in previous votes of Town Meeting under Article 35 of Spring 2015 Annual Town Meeting, Article 29 of Spring 2016 Annual Town Meeting, or any other previous warrant articles and votes of Town Meeting. Finally, the Committee shall be responsible for determining what additional sums of money the Town may raise, transfer from available funds, appropriate and authorize or raise from borrowing to accomplish the purposes of acquisition of 22 Pleasant street and/or to authorize acquisition of the fee interest in the property, a long term renewable ground lease whether rent paid over time of all upfront, in lump sum, or an exclusive perpetual easement for the use of 22 Pleasant Street, and making such recommendations to Town Meeting as appropriate.
2	At a summary level and very clearly, what is proposed purpose and objective of this Warrant Article and the required Motion?
Response	The intent of this motion is to execute the will of Town Meeting – twice expressed, but not completed after two years – to complete negotiations and successfully execute a Purchase & Sale Agreement in order to acquire the property at 22 Pleasant Street to ensure access to the Town baseball fields (that we do not currently possess) and to utilize the land for recreation and park space. Since the Board of Selectmen have not executed the will of Town Meeting after two years nor have they have they reported to Town Meeting why there has been no action, it appears time to change the authority to a Moderator-appointed committee to complete this action.
3	What does the sponsor gain from a positive action by Town Meeting on the motion?

Response	The will of Town Meeting will be heard and executed reflecting the desires of the neighborhood, Natick Little League Baseball Executive Committee, the Recreation & Parks Commission, the Conservation Commission, the Open Space Advisory Committee, the Finance Committee, the Planning Board, and the Town at large as expressed through the collection of over 1,200 signatures from Town residents.
4	Describe with some specificity how the sponsor envisions how: the benefits will be realized; the problem will be solved; the community at large will gain value in the outcome through the accompanied motion?
Response	The Moderator-appointed committee would be comprised of three, but no more than five members who have expertise in commercial real estate, real estate law, environmental site remediation, as well as from the adjoining neighborhood and the Town. This committee would meet with the Town Administrator to receive a detailed briefing in exactly where the process is currently. Then, they would contact the owner to conclude the negotiations and execute the final Purchase & Sale Agreement (PSA). Next, they would work with the Town Administrator and Town Counsel to complete payment as per the PSA in order for the owner to begin to demolish the existing building and clean the site in accordance with the Department of Environmental Protection standards to be confirmed by an independent environmental remediation consultant to be hired by the Town. The committee would also report to the Town Meeting on its work through written communication by mail and oral presentations at Town Meeting until the process is either cleaned to state standards appropriate for recreation and park use or not in which case the deal will not be executed as per the will of Town Meeting. These reports may include proposing any subsequent actions that require Town Meeting authorization.
5	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations
Response	The approach is unorthodox, but legal under state law (MGL, Chapter 45, Section 14). The Town of Natick through its Planning Board, Recreation & Parks Commission, Open Space Advisory Committee, Conservation Commission, Finance Committee, and Town Meeting have already taken these considerations into account when they each voted twice to support the action to acquire 22 Pleasant Street.
6	Have you considered and assessed, qualified and quantified the various impacts to the community such as: • Town infrastructure (traffic, parking, etc.) • Neighbors (noise, traffic, etc.);

	• Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.);
Response	The intent of this motion will help to reduce unwanted street parking for baseball by creating more parking space on the property, significantly increase green space by use as park and recreation land for the Town through multiple purposes, and the neighborhood – as expressed through the South Natick Neighborhood Association – is strongly in support of this project and this specific article as noted by the signatures on the petition.
7	Who are the critical participants in executing the effort envisioned by the article motion? To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the motion?
Response	The critical participants would include the Board of Selectmen, the Town Administrator, the Town Counsel, and the Moderator. Several overtures have been made to the Board of Selectmen and the current and prior Town Administrator without receiving any actionable information. This is, in part, because the negotiations are covered by executive session. However, to not even be informed as to whether or not the Board is even negotiating with the owner and they view the discussions as moving in a positive, negative or not moving has not been useful. Moreover, if the Board has not been able to execute the will of Town Meeting – twice expressed – then they are duty-bound to report that to Town Meeting, explain what the challenges are to executing the will of Town Meeting, and make recommendations as to what action(s) should be undertaken in their judgment. No action and no communication are unacceptable.
8	What steps and communication has the sponsor attempted to assure that: • Interested parties were notified in a timely way and had a chance to participate in the process, that • Appropriate town Boards & Committees were consulted • Required public hearings were held
Response	Several overtures have been made to the Board of Selectmen during open citizens' concerns and the current and prior Town Administrator without receiving any actionable information.
9	Why is it required for the Town of Natick AND for the sponsor(s)?
Response	By "why is it required for the Town of Natick," the presumption is that the "it" refers to why this article needs to be considered and voted. Because after two years of apparent inaction, clearly a

	different strategy needs to be taken in order to execute the will of the Town Meeting. Simply waiting for more time and a different response is, in the words of Albert Einstein, the definition of insanity. If a different outcome is desired, a different approach is required.
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?
Response	No.
11	What are other towns and communities in the Metro West area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish
Response	We cannot say. We have not undertaken any research to ascertain this. Quite frankly, such action should not be required as the Board of Selectmen, as the executive body of the Town, is already been authorized to execute the will of Town Meeting, its legislative body. If the Board cannot execute the will of Town Meeting on this or any action, they are duty-bound to so report to Town Meeting. They are not authorized to "pocket veto" an action of Town Meeting with which they may not agree. If this approach is allowed, it will subvert the democratic process of Town governance as detailed in Natick's Home Rule Charter and Town By-laws.
12	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences.
Response	22 Pleasant Street will return to the market. The owner will lease out the space as authorized by the current zoning code in the short-run. In the long-run, the owner will continue to look for a different purchaser of the property. At that point the current owner is successful at finding a purchaser, the new owner is not required to provide the Town access to the baseball fields. That is currently done because the current owner so desires. The new owner is not so obligated. Depending on their planned use, they may or may not require approvals from the Town that would allow the Town to leverage for access. Thus, lost of access to the baseball fields would require the Town to acquire access through eminent domain, which would severely reduce the value of the property. A subsequent legal claim by the new owner for loss of value of their property could probably cost the Town almost as much as an outright purchase.

ARTICLE 32
Amend Natick Zoning By-Laws: Inclusionary Affordable Housing Requirements
(Planning Board)

To see if the Town will vote to amend the Natick Zoning Bylaws with regard to promoting Affordability in the town's housing stock and enabling and permitting the construction or development of Affordable Housing, as provided for in MGL c. 40B and defined in 760 CMR 56, by:

- Amend, modify, or add to Section 200 – Definitions, including without limitation defining any aspect of the provision(s) of affordable housing, affordable housing requirements, and/or provisions for housing that meets the Commonwealth's standards for inclusion on the Town's Subsidized Housing Inventory (SHI) (as defined in 760 CMR 56); and
- Replace, eliminate, or modify the following sections (including without limitations subsections and/or footnotes) within the Natick Zoning Bylaw that relate to minimum affordable housing requirements, affordability requirements, affordable housing provisions, and/or other affordable provisions/requirements (whether local or related to the Commonwealth's requirements for inclusion in the Subsidized Housing Inventory):
    - Section III-A.2 - Use Regulations Schedule
    - Section III-A.6.A - Inclusionary Housing Option Program (IHOP)
    - Section III-A.6.B – Housing Overlay Option Plan (HOOP)
    - Section III-D – Use Regulations for LC Districts
    - Section III.E – Downtown Mixed Use District
    - Section III-F – Cluster Development Allowed in Certain Districts:
        - 1.F – Town House Cluster Development
        - 2.F – Single-Family Town House Cluster Development
        - 3.F – Single-family Town House Cluster Development (RSC District)
        - 4.F – Cluster Development – AP and PCD Districts
        - 5.F – Comprehensive Cluster Development Option
    - Section III-I.1 – Assisted Living Residences
    - Section III-I.2 – Independent Senior Living Overlay Option Plan (ISLOOP)
    - Section III-J – Historic Preservation
    - Section 320 – Highway Overlay Districts

with a new Section V-J – Inclusionary Affordable Housing Requirements, which address the following topics:

- Purpose and Intent to encourage the development of affordable housing
- Applicability of mandatory provisions of affordable units
- Affordable housing unit requirements (on site and off site)
- Special permit requirements
- Fees-in-lieu of affordable unit requirements
- Density Bonus
- Maximum income and sell price provisions
- Preservation of affordability and restrictions on resale of units;

or otherwise act thereon.

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article #	Date Form Completed: 9/5/2018
Article Title: Inclusionary Affordable Housing Requirements	
Sponsor Name: Natick Planning Board	Email: tfields@natickma.org

Question	Question
1	Provide the article motion exactly as it is intended to be voted on by the Finance Committee.
Response	Please see attached Motions A - D.
2	At a summary level and very clearly, what is proposed purpose and objective of this Warrant Article and the required Motion?
Response	Promote the construction of affordable housing through a comprehensive inclusionary housing zoning by-law amendment that will preserve and enhance the affordability of Natick's housing stock.
3	What does the sponsor gain from a positive action by Town Meeting on the motion?
Response	Insertion of a comprehensive zoning by-law amendment mandating inclusionary requirements for affordable housing in residential development projects.
4	Describe with some specificity how the sponsor envisions how: the benefits will be realized; the problem will be solved; the community at large will gain value in the outcome through the accompanied motion?
Response	Spur construction of affordable housing compliant with 760 CMR 56 and eligible for inclusion in the Commonwealth's Subsidized Housing Inventory in residential projects with two or more "net new" dwelling units. This will help preserve Natick's compliance with the statutory minima "safe harbor" under MGL Ch. 40B and 760 CMR 56 and increase the number of dwellings affordable to households earning 80% or less of the Boston Area Median Income.

5	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations
Response	Except for the affordable housing changes, the proposed changes have no direct effects on the Town's financial or capital plans. The affordable housing changes, overdue as they are, would actually help the town financially by increasing the chances that the Town passes the next 10% Safe Harbor test to be measured as of the 2020 Decennial U.S. Census. If the Town fails to meet the 10% threshold for Affordable Housing, Natick would be subject to additional 40B projects resulting in increased density, need for services, school resources and traffic, etc. Provision of housing affordable across a broad spectrum of income-levels has been a strong desire expressed by respondents to opinion surveys conducted during the Natick 2030 Master Planning process throughout 2017. The Planning Board strongly believe that the above proposals do not inhibit development of residential property but rather establish much needed balance in housing affordability throughout town.
6	Have you considered and assessed, qualified and quantified the various impacts to the community such as: • Town infrastructure (traffic, parking, etc.) • Neighbors (noise, traffic, etc.); • Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.);
Response	The proposals re: Inclusionary Requirements of Affordable Housing make it more likely that the Town can continue to meet the MGL 40B 10% "Safe Harbor" threshold and preserve its ability to reject 40B projects and that individuals of varied economic status can continue to call Natick 'home'
7	Who are the critical participants in executing the effort envisioned by the article motion? To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the motion?
Response	The critical participants are the members of the Planning Board, Affordable Housing Trust and representative Town Meeting, who will ultimately vote to adopt the proposed changes.

8	What steps and communication has the sponsor attempted to assure that: • Interested parties were notified in a timely way and had a chance to participate in the process, that • Appropriate town Boards & Committees were consulted • Required public hearings were held
Response	The sponsor (Planning Board) is following the required process for zoning changes. The Board has convened an Inclusionary Zoning Working Group that has held multiple public meetings with CED staff from December through June of 2018 on modifying the Commonwealth's Model Inclusionary Zoning By-law into a zoning by-law amendment for Natick. The Board is reviewed and approved the proposed amendment as required on 7/25/18.
9	Why is it required for the Town of Natick AND for the sponsor(s)?
Response	These changes are needed to preserve and enhance the affordability of Natick's housing stock, and preserve its ability to control residential development. Outside of those concerns, the sponsors have nothing to benefit from this.
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?
Response	Appropriate changes should be made in the future to address affordable housing requirements and shifting housing market dynamics.
11	What are other towns and communities in the Metro West area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish
Response	The proposed changes are based on the Commonwealth's Model Inclusionary Zoning By-law compiled by the Department of Housing and Community Development, which administers the MGL 40B process under 760 CMR 56.
12	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences.

Response	Under current housing development trends, the town is projected to fall out of the 10% Affordable Housing Safe Harbor under MBL 40B after the 2020 US Census. This will prevent the Town from rejecting inappropriate 40B residential proposals and limit its ability to mitigate impacts of such projects.

Motion A:

MOVE to amend **Section 200 - <u>DEFINITIONS</u>** of the Natick Zoning Bylaws replacing the existing definition of 'Affordable Housing Units' with the following:

> "Affordable **Dwelling Units**: Dwelling units which meet all the requirements of Affordable Housing. Affordable rental units shall be priced such that the rent (including utilities) shall not exceed 30% of the income of a household at 70% of Median Income. Affordable homeownership units shall be priced such that the annual debt service on a mortgage plus taxes, insurance, and condominium fees (assuming a 5% down payment) shall not exceed 30% of the income of a household at 70% of Median Income."

and by inserting new definitions for 'Buildable Land', 'Eligible Household', 'Fee-in-lieu-of Units', 'Initial Rent of an Affordable Dwelling Unit', 'Initial Sales Price of an Affordable Dwelling Unit', 'Median Income', 'Phased or Segmented Housing Development', 'Residential Project', 'Residential Project (2-5 units)', 'Residential Project (6 or more units)' and 'Total Development Cost' as follows:

> "**Buildable Land**: A parcel or parcels of property for which a building permit may be obtained to construct one or more dwelling units under the provisions of the Natick Zoning Bylaw. "
>
> "**Eligible Household**: For affordable rental units, a household whose total income does not exceed 80% of the Median Income, adjusted for household size, consistent with the requirements of 760 CMR 56. For affordable ownership units, a household whose total income does not exceed 70% of the Median Income, adjusted for household size, consistent with the requirements of 760 CMR 56. "
>
> "**Fee-in-lieu-of units**: The fee paid to the Natick Affordable Housing Trust in-lieu of the construction or provision of affordable units in Residential Projects with two (2) to five (5) dwelling units, determined as a percentage of the Initial Sales Price of an Affordable Dwelling of identical size to the average number of bedrooms in dwellings proposed for the Residential Project. "
>
> "**Initial Rent of an Affordable Dwelling Unit**: The initial rent of an Affordable Unit shall be determined to ensure that monthly rent payments and all utility charges shall not exceed thirty percent (30%) of seventy percent (80%) of monthly Median Income. "
>
> " **Initial Sales Price of an Affordable Dwelling Unit**: The initial sales price of an Affordable Unit shall be determined to ensure that the monthly housing payment (which shall include debt service at prevailing mortgage loan interest rates,

calculated according to standards of the Local Initiative Program or other program administered or authorized by the Department of Housing and Community Development), condominium or related fees, property insurance, mortgage insurance (if required), real estate taxes, and parking fees, if any) shall not exceed thirty percent (30%) of seventy percent (70%) of monthly Median Income. "

" **Median Income**: The income set forth in or calculated according to regulations promulgated by the United States Department of Housing and Urban Development pursuant to Section 8 of the Housing Act of 1937, as amended by the Housing and Community Development Act of 1974, determined annually for the Boston-Cambridge-Quincy, MA-NH Metropolitan Statistical Area and adjusted for family size, or if such income standard no longer exists, such other equivalent income standard as determined by the Massachusetts Department of Housing and Community Development. "

"**Phased or Segmented Housing Development**: A Residential Project containing dwellings on one lot, or two or more adjoining lots in common ownership or common control for which special permits or building permits are granted within a period of ten years from the first date of approval for any special or building permits for the Housing Project. "

"**Residential Project**: Development projects with residential uses (including developments with a mix of residential and non-residential uses) subject to the requirements of Natick's Inclusionary Zoning Bylaw. "

"**Residential Project (2-5 units)**: Residential Uses 1, 2, 3, 4 or 5 listed in Table III-A.2 with two (2), three (3), four (4) or five (5) dwelling units. "

"**Residential Project (6 or more units)**: Residential Uses 1, 2, 3, 4 or 5 listed in Table III-A.2 with six (6) or more dwelling units. "

"**Total Development Cost**: The sum of all costs for site acquisition, relocation, design, engineering, environmental testing and remediation, demolition, construction and equipment, interest, and carrying charges necessary to produce the required number of complete, habitable Affordable Dwelling Units required by this bylaw."

"**Unregulated Dwelling Units**: Dwelling units that do not meet all the requirements of Affordable Housing, either for rental or homeownership."

Motion B:

Replace, eliminate, or modify the following sections within the Natick Zoning Bylaw that relate to minimum affordable housing requirements, affordability requirements, affordable housing provisions, and/or other affordable provisions/requirements (either local or related to 760 CMR 56) through the following:

MOVE to amend the definition of 'Residential Use 4.*' in Section III-A.2 – USE REGULATIONS SCHEDULE of the Natick Zoning By-Laws, by replacing the words "provided that at least 10% of the total number of dwelling units, or such greater percentage as may be specified elsewhere in this By-Law are Affordable Dwelling Units." with "subject to and compliant with the provisions of Section V-J.", replacing the word "Housing Units" with "Dwelling Units" and replacing the word "A" with"P+", so that the pertinent portion of Section III-A.2 – USE REGULATIONS SCHEDULE now reads:

RESIDENTIAL USE	*RG*	*RM*	*RS*	*PCD*	*SH*	*AP*	*DM*	*CII*	*INI*	*INII*	*H*
4. Multiple family building types for not less than three (3)* dwelling units *in any one building, such as: apartment houses and/or town houses,* subject to and compliant with the provisions of Section V-J.	***O***	**P+**	***O***	***P+***	***A***	***O***	*(*)*	***O***	***O***	***O***	***O***

Motion C:

MOVE to amend the Natick Zoning By-Laws, as follows:

In Section III-A.6.A.3 – INCLUSIONARY HOUSING OPTION PROGRAM (IHOP), by:

- replacing the words "Affordable Housing Units" in the first paragraph with the words "Affordable Dwelling Units",
- inserting, after the word "alternatives," in the first paragraph, the words "consistent with the provisions of Section V-J of this bylaw and"
- replacing the figure "10%" in the table with "15%, consistent with the provisions of Section V-J",

- replacing the words "Income Eligible Households" in the table with the words "Eligible Households, consistent with the provisions of Section V-J",
- replacing the words "be used for Affordable Housing" in the table with the words "the Natick Affordable Housing Trust for Affordable Housing, consistent with the provisions of Section V-J",
- replacing the words "Income Eligible Households as defined in 760 CMR 56" in paragraph b) with the words "Eligible Households",
- replacing the words "Affordable Housing Units" following "development as" in the seventh paragraph with the words "Affordable Dwelling Units, consistent with the provisions of Section V-J" and
- replacing the words "Income Eligible Households as defined in 760 CMR 56" in paragraph c) with the words "Eligible Households"

so that Section III-A.6. A.3 now reads:

"3- Provided that additional units are granted by the Planning Board under the foregoing provision then Affordable Dwelling Units shall be provided in any one of the following alternatives, subject to approval of the Planning Board:

A) By Donation to the Natick Housing Authority……A minimum of 15%, consistent with the provisions of Section V-J *

B) B) By Sale to the Natick Housing Authority .....A minimum of 15%, consistent with the provisions of Section V-J *

C) By sale directly to Eligible Households *.....A minimum of* 15%, consistent with the provisions of Section V-J *

D) By cash payment to the Natick Affordable Housing Trust for Affordable Housing, consistent with the provisions of Section V-J *.....***

*Notes: * = % of total units in development, rounded up to the next whole number*

*** = Amount is determined by professional valuation methods as the equivalent value to the units which otherwise would have been provided within the development as* Affordable Dwelling Units, consistent with the provisions of Section V-J.

a) Units to be donated to the Natick Housing Authority are subject to the approval of the Natick Housing Authority, and of the applicable federal or state funding agency.

b) Units set aside for sale to the Natick Housing Authority shall be offered at prices which do not exceed the greater of: (i) the construction costs of the particular units, or (ii) the current acquisition cost limits for the particular units under applicable state or federal financing programs. If the Natick Housing Authority is unable to purchase the set-aside units at the time of completion, the units shall be offered for sale to Eligible Households.

c) Units set aside for sale directly to Eligible Households *shall be offered only to those households which qualify or meet the definition of* Eligible Household*.";*

and in Section III-A.6. A.4 – INCLUSIONARY HOUSING OPTION PROGRAM (IHOP) by adding after the words "moderate income households" in the second sentence the words ", consistent with the provisions of Section V-J of this bylaw.", and removing the third, fourth and fifth sentences, so that Section III-A.6. A.4 now reads:

"4- Each affordable unit created in accordance with this section shall have limitations governing its resale. Such limitations shall have as their purpose to preserve the long-term affordability of the unit and to ensure its continued availability to low or moderate income households, consistent with the provisions of Section V-J of this bylaw*. Such restrictions may also provide that the Natick Housing Authority shall have a prior right of purchase at the price determined according to the restriction for a period of thirty (30) days after the unit is placed on sale. Notice of any proposed sale shall be given to the Planning Board and to the Natick Housing Authority.";*

and in Section III-A.6. A.5 – INCLUSIONARY HOUSING OPTION PROGRAM (IHOP) of the Natick Zoning By-Laws by replacing in the first sentence the words "for a period of six (6) months from the date of first offering for sale, be offered on a 50%-50% basis," with the words ", consistent with the provisions of Section V-J, and particularly V-J.5.E, of this bylaw.", and removing the second, third and fourth sentences of this section, so that Section III-A.6. A.5 now reads:

"5- Affordable Units to be offered for sale under the IHOP provisions shall be offered to residents of the Town of Natick and to persons employed within the Town of Natick, consistent with the provisions of Section V-J, and particularly V-J.5.E, of this bylaw*.";*

and in Section III-A.6. A.6 – INCLUSIONARY HOUSING OPTION PROGRAM (IHOP) by replacing the words "Affordable Housing Units" in each instance where the term appears in the section with the words "Affordable Dwelling Units", and replacing the term "Affordable Housing" with "Affordable Dwelling Units", so that Section III-A.6. A.6 now reads:

"6- In addition to any requirements under Site Plan Review, the Special Permit, or Subdivision approval, an applicant must submit a development plan acceptable to the Planning Board plan indicating how the parcel could be developed under the underlying zoning (i.e. a baseline plan). Any bonus granted shall be calculated from the baseline plan. The development plan showing the bonus units shall also indicate the proposed Affordable Dwelling Units*, which must be dispersed throughout the parcel to ensure a mix of market-rate and* Affordable Dwelling Units*.* Affordable Dwelling Units *shall*

have an exterior appearance that is compatible with, and to the extent that is possible, indistinguishable from the market rate units in the development. Affordable Housing Units shall contain at least two (2) bedrooms and shall be suitable as to design for family occupancy. The owners of Affordable Dwelling Units *shall have all of the rights and privileges accorded to market rate owners regarding any amenities within the development.";*

and in Section III-A.6. B.1 –HOUSING OVERLAY OPTION PROGRAM (HOOP) – PURPOSE by replacing the words "Income Eligible Households as defined in 760 CMR 56" in each instance where the term appears in the section with the words "Eligible Households", and inserting after the words "in a manner consistent with" in the first sentence the words "both the provisions of Section V-J and" so that Section III-A.6. A.6 now reads:

"1. PURPOSE

The purpose of this Housing Overlay Option Plan is to create overlay districts in selected areas of the Town in order to enhance the public welfare by increasing the production of dwelling units affordable to Eligible Households in a manner consistent with both the provisions of Section V-J and *the character of the downtown area. In order to encourage utilization of the Town's remaining developable land in a manner consistent with local housing policies and needs, new housing developments in the HOOP Districts are required to contain a proportion of dwelling units affordable to Eligible Households.";*

and in Section III-A.6. B.8 –HOUSING OVERLAY OPTION PROGRAM (HOOP) – AFFORDABILITY by replacing the words "The Planning Board shall adopt rules and regulations regarding" in the second sentence with the words "The provisions of Section V-J of this bylaw shall govern" and by replacing the words "Affordable Housing Units" in each instance they occur with the words "Affordable Dwelling Units", by adding after the words "employees of the Town of Natick" the words "consistent with the provisions of Section V-J" and by replacing the words "permitted under the Massachusetts General Laws and as approved by the SPGA" with the words ", consistent with the provisions of Section V-J", so that Section III-A.6. A.6 now reads:

"8. AFFORDABILITY

a) Affordability shall be determined in accordance with the definition of Affordable Housing found in Section 200. The provisions of Section V-J of this bylaw shall govern *the sale or rental of all* Affordable Dwelling Units*. Unless otherwise regulated by a Federal or State agency under a financing or other subsidy program, at least fifty percent (50%) of the* Affordable Dwelling Units *shall be initially offered to residents and/or employees of the Town of Natick* consistent with the provisions of Section V-

J. *Residency and employment in Natick shall be established through Town Clerk certification.*

b) All Affordable Dwelling Units *shall be maintained as such in perpetuity, by the use of appropriate restrictions in deeds, lease provisions or other mechanisms,* consistent with the provisions of Section V-J.*";*

and, in Section III-D.1.d USE REGULATIONS FOR LC DISTRICTS, PERMITTED USES, by replacing the words "provided however that at least ten percent (10%) of the total number of units are Affordable Housing Units;" with the words "subject to and consistent with the provisions of Section V-J of this by-law.", so that subsection III-D.1.d now reads:

"d. Multi-family building types for not less than three (3) dwelling units but not more than six (6) dwelling units building, such as: apartment houses and/or town houses, with no more than six (6) dwelling units per acre; subject to and consistent with the provisions of Section V-J of this by-law.*";*

and, in Section III.E.2.b.1 DOWNTOWN MIXED USE DISTRICT, USES ALLOWED BY SPECIAL PERMIT ONLY, by replacing the phrase "ii) for projects with 3 to 6 total units at least 10% of the units are Affordable Housing Units; for projects that are 7 to 20 total units, at least 15% of the units are Affordable Housing Units; and, for projects that are 21 or more total units, at least 20% of the units are Affordable Housing Units;" with the phrase " ii) all provisions of Section V-J are met to the satisfaction of the Special Permit Granting Authority; and", so that Section III.E.2.b.1 now reads:

"1. Multi-family dwellings, provided that:

i) the Special Permit Granting Authority specifically determines that adequate provision has been made for off-street parking;

ii) all provisions of Section V-J are met to the satisfaction of the Special Permit Granting Authority; and

iii) the total number of multi-family units shall not exceed the number computed by taking the:

a. Gross Land Area of the parcel times the Maximum Percentage Building Coverage

b. multiplied by the number of floors in the building

c. multiplied by the portion of the Gross Floor Area attributable to residential uses in the building

d. divided by the Gross Floor Area in the building, and

e. divided by 2,500

And, in Section "III-F CLUSTER DEVELOPMENT ALLOWED IN CERTAIN DISTRICTS" replace in its entirety the paragraph entitled "AFFORDABILITY" before the Subsection Title "III-1.F TOWN HOUSE CLUSTER DEVELOPMENT", with the words "AFFORDABILITY - Notwithstanding anything to the contrary, any Special Permit granted in accordance with this Section shall comply with the provisions of Section V-J.", so that subsection III-F now reads:

"III-F CLUSTER DEVELOPMENT ALLOWED IN CERTAIN DISTRICTS

AFFORDABILITY - Notwithstanding anything to the contrary, any Special Permit granted in accordance with this Section shall be subject to and consistent with the provisions of Section V-J of this by-law.*";*

and, in Section III-5. F.6 COMPREHENSIVE CLUSTER DEVELOPMENT OPTION-NUMBER OF DWELLING UNITS by replacing the words "At least ten percent (10%) of this total number of dwelling units shall be Affordable Housing Units as defined in Section 200 herein." in the second sentence with the words ", subject to and consistent with the provisions of Section V-J of this by-law.", so the sentence now reads,

"*The maximum number of dwelling units allowed in a CCD shall equal the "Net Usable Land Area" within the parcel divided by 15,000 square feet then rounded to the nearest whole number*, subject to and consistent with the provisions of Section V-J of this by-law.";

and, by replacing Section III-5.F.10 COMPREHENSIVE CLUSTER DEVELOPMENT OPTION-AFFORDABILITY, in its entirety and replacing it with the words:

"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, subject to and consistent with the provisions of Section V-J:

a. Affordable Housing shall be determined in accordance with the definition of Affordable Housing found in Section 200. All Affordable Dwelling Units that are built shall be subject to and consistent with the provisions of Section V-J.", so that III-5.F.10.a now reads:

"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, subject to and consistent with the provisions of Section V-J:

a. Affordable Housing shall be determined in accordance with the definition of Affordable Housing found in Section 200. All Affordable Dwelling Units that are built shall be subject to and consistent with the provisions of Section V-J.";

and, by replacing Section III-I.2.6 INDEPENDENT SENIOR LIVING OVERLAY OPTION PLAN - AFFORDABILITY REQUIREMENTS, in its entirety with the phrase "AFFORDABILITY REQUIREMENTS: The Applicant shall make provision for affordable housing by complying with all the requirements of Section V-J.", so that the Section now reads:

"2.6 AFFORDABILITY REQUIREMENTS: The Applicant shall make provisions for affordable housing by complying with all the requirements of Section V-J."

and, in the first sentence of Section III-I.8 ASSISTED LIVING RESIDENCES - AFFORDABILITY REQUIREMENTS, by replacing the phrase "the Applicant shall make a one-time payment to the Affordable Housing Trust Fund of Natick in an amount equal to a formula of $75 multiplied by the total number of square feet of area in living units in the ALR. This payment shall be required notwithstanding the fact that the Town may have reached an exemption level of production of affordable units in any year." with the phrase "the Applicant shall be subject to and comply with all provisions of Section V-J of this by-law.", so that the Section now reads:

"*8. Affordability Requirements: Unless a determination has been made satisfactory to the SPGA that the living units of the ALR do not affect the Town's Statutory Minima or the Town's Computation of Statutory Minima as defined and/or set forth in 760 CMR 56 and as maintained by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD),* the Applicant shall be subject to and comply with all provisions of Section V-J of this by-law."

and, in Section III-J.3 – Historic Preservation-Permitted Uses, by inserting the phrase ", subject to and consistent the provisions of Section V-J:" after "the following additional uses" so that the subsection now reads:

"3. Permitted Uses. Any use permitted as a matter of right or under a special permit in the District as set forth in the Table of Use Regulations may be undertaken on a parcel to which this Section III-J is to be applied; however, the SPGA may grant a special

permit to allow the following additional uses, subject to and consistent the provisions of Section V-J*:*

1. Town Houses;

2. Apartment House;

3. Home Occupation/Customary Home Occupation

And, in Section 323.3 HIGHWAY OVERLAY DISTRICTS - Certain Multifamily Residential Uses, by inserting after the phrase "* Affordability Requirements" in the third paragraph the words " All development in a Highway Overlay District, shall be subject to and consistent with the provisions of Section V-J," so that subsection 323.3 Certain Multi-family Residential Uses now reads:

"In the RC district, hotels, motels, assisted living facilities, Elderly Family Residences* may be allowed by Special Permit granted by the Planning Board, subject to all requirements of the underlying district(s), and modified by the dimensional and other intensity regulations of Sections 324 and 326. Combinations of such residential and non-residential uses may also be allowed in the RC district, subject to the requirements of each individual use as set forth elsewhere in this Bylaw.*

The provisions of Section 323.1.9, and not this section, shall be applicable to a mixed-use development, including the residential component, in a Regional Center Mixed-Use Development.

* *Affordability Requirements:* All development in a Highway Overlay District, shall be subject to and consistent with the provisions of Section V-J*, unless a determination has been made satisfactory to the SPGA that living units of the assisted living facilities, Assisted Living Residences and Elderly Family Residence do not affect the Town's Statutory Minima or the Town's Computation of Statutory Minima as defined and/or set forth in 760 CMR 56 as maintained by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD."*

And, in Section V-E.3 WAIVERS AND MODIFICATIONS – Limitations and Restrictions, by inserting after the phrase "sky exposure plane" in the first paragraph the words ", except for the provision of dwelling units required and/or allowed under with the requirements of Section V-J."; by inserting after the phrase "considered separately" in the second paragraph the words ", except for the provision of dwelling units required and/or allowed under with the requirements of Section V-J." and by inserting after the phrase "and/or waived" in the sixth paragraph the words ", except for the provision of

dwelling units required and/or allowed under with the requirements of Section V-J.", so that subsection V-E.3 Limitations and Restrictions now reads:

3. Limitations and Restrictions

a. No increase greater than 10% shall be allowed in any of the following regulatory factors: height, building coverage, lot coverage, number of units, any density measure, or sky-exposure plane, except for the provision of dwelling units required and/or allowed under with the requirements of Section V-J.

b. No decrease of more than 10% shall be granted in any of the following regulatory factors: open space requirement, landscape surface ratio, front yard setback, rear yard setback or side yard setbacks. Side yard setbacks shall each be measured and considered separately, except for the provision of dwelling units required and/or allowed under with the requirements of Section V-J.

f. Modifications and or waivers granted in order to allow a grant of additional density or intensity in compliance with i) Section 9 of MGL Chapter 40 A and ii) specific authorizations in other sections of this zoning by law shall not be subject to these strict limitations and restrictions above. However, any regulatory factor that is modified or waived in order to accommodate a grant of additional density or intensity shall not be further modified or waived to exceed the limitations and restrictions above. If any regulatory factor exceeds the above limitations and restrictions in connection with a grant of additional density or intensity, such regulatory factor shall not be further modified and/or waived, except for the provision of dwelling units required and/or allowed under with the requirements of Section V-J.

Motion D:

MOVE to amend the Natick Zoning Bylaws by inserting a new section entitled "Section V-J. Inclusionary Affordable Housing Requirements" after "Section V-I. Outdoor Lighting", so that Section V now reads:

"**SECTION V-J INCLUSIONARY AFFORDABLE HOUSING REQUIREMENTS**

V-J.1 Purpose and Intent:

The purpose of this bylaw is to encourage development of new housing that is affordable to low and moderate-income households. At minimum, affordable housing produced through this regulation should be in compliance with the requirements set forth in G.L. c. 40B sect. 20-24 and 760 CMR 56 and other affordable housing programs developed by state, county and local governments. It is intended that the affordable housing units that result from this bylaw be considered as Local Initiative Units, in compliance with the requirements for the same as specified by the Commonwealth's Department of Housing and Community Development (DHCD). Definitions for Affordable Dwelling Unit and Eligible Household can be found in the Definitions Section.

V-J.2 Applicability of Mandatory Provision of Affordable Units

A. In all zoning districts and overlay districts, the inclusionary affordable housing requirements of this section for the mandatory provision of affordable units shall apply to the following uses, consistent with the requirements set forth in G. L. c. 40B sect. 20-24 and 760 CMR 56:

1. Any Residential Project, including Phased or Segmented Housing Developments, that results in a net increase of two (2) or more dwelling units, whether by new construction or by the alteration, expansion, reconstruction, or change of existing residential or non-residential space; and
2. Any Residential Project involving subdivision of land for development of two (2) or more dwelling units; and
3. Any life care facility development (including Assisted Living Residences and Elderly Family Residences) that includes two (2) or more assisted living units and accompanying services, unless a determination has been made satisfactory to the SPGA that living units of the life care facility do not affect the Town's Statutory Minima or the Town's Computation of Statutory Minima as defined and/or set forth in 760 CMR 56 as maintained by the Massachusetts Department of Housing and Community Development (DHCD).

V-J.3 Special Permit:

The development of any Residential Project set forth in Section V-J.2 (above) shall require the grant of a Inclusionary Housing Special Permit from the designated Special Permit Granting Authority (SPGA) for the zoning district in which the Residential Project is located. If the development of a Residential Project set forth in Section V-J.2 is allowed By-Right in the zoning district in which the Project is located, the Applicant may elect to develop said Project under an Inclusionary Housing Special Permit according to the provisions of Section J.4.B. A Special Permit may be granted if the proposal meets the requirements of this bylaw. The application procedure for the Special Permit shall be as defined in Section VI of the Town's zoning bylaw.

V-J.4 Mandatory Provision of Affordable Units:

A. As a condition of approval for a Special Permit, the Applicant shall contribute to the local stock of affordable units in accordance with the following requirements:

1. At least fifteen (15) percent of the units in a Residential Project on a division of land or multiple unit development subject to this bylaw, rounded up to the nearest whole number and exclusive of additional dwellings allowed under Section V-J.4.B, shall be established as affordable housing units in any one or combination of methods provided for below:

   a) constructed or rehabilitated on the locus subject to the Inclusionary Housing Special Permit (see Section V-J.5) in Residential Projects with six (6) or more net new dwelling units; or

   b) constructed or rehabilitated on a locus different than the one subject to the Inclusionary Housing Special Permit (see Section V-J.6) in Residential Projects with six (6) or more net new dwelling units; or

   c) an equivalent fee-in-lieu of units may be made (see Section V-J.7); or

   d) An applicant may offer, and the SPGA may accept, provision of buildable land in fee simple, on or off-site, that the SPGA in its sole discretion determines are suitable for the construction of affordable housing units.

2. As a condition of approval for an Inclusionary Housing Special Permit, the SPGA may specify to an Applicant the combination of requirements described in Section V-J.4.A.1 to be used to satisfy compliance with the mandatory provision of affordable units. The applicant may offer, and the SPGA may accept, any combination of the requirements described in Section V-J.4.A.1 (a) - (d) provided that in no event shall the total number of units or land area provided be less than the equivalent number or value of Affordable Dwelling Units required by this bylaw. Non-acceptance of an offer by the SPGA does not release the Applicant from compliance with all provisions of this bylaw. The value of any combination of the Section V-J.4.A.1 (a) - (d) requirements provided by an applicant shall always be equal to or greater than the Total Development Cost of

affordable units required by this bylaw. The SPGA may require, prior to accepting land as satisfaction of the requirements of this bylaw, that the applicant submit appraisals of the land in question, as well as other data relevant to the determination of equivalent value. Affordable Dwelling Units developed under a combination of requirements described in Section V-J.4.A.1 (a) - (d) may consist of a mix of housing types, except as provided for below:

a) In Residential Projects consisting entirely of single-family dwellings, only Section V-J.4.A.1 requirements (c) and (d) may be offered by the applicant and accepted by the SPGA. For such single-family Residential Projects, the value of Section V-J.4.A.1 requirement (c) offered by the applicant shall equal 100% of the Total Development Cost of affordable units required by this bylaw, while the value of Section V-J.4.A.1 requirement (d) offered by the applicant shall equal 110% of the Total Development Cost of affordable units required by this bylaw.

b) In Residential Projects, including Phased and Segmented Developments, which result in a net increase of two (2) to five (5) dwelling units, in lieu of the requirements of Section V-J.4.A.1 a), b) or d), the Applicant shall contribute funds to the Natick Affordable Housing Trust to be used for assisting households to occupy Affordable Dwelling Units in Natick in lieu of the Applicant constructing and offering affordable units within the locus of the proposed development or at an off-site locus, consistent Section V-J.4.A.1 requirements (c) and consistent with G. L. c. 40B sect. 20-24 and 760 CMR 56.

Table V-J.4 Mandatory Provision of Affordable Units, by Residential Project Type

Residential Project, type:	**Methods for fulfilling Mandatory Provision of Affordable Units, Section V-J.4.A.1**
Multi-family dwellings, or mix of single and multi-family dwellings ***(Projects with 6 or more units)*** *Section V-J4.A.1*	a) Provision of Affordable unit(s), on site b) Provision of Affordable unit(s), off-site c) Provision of fee-in-lieu of units payment d) Provision of buildable land
Single-family dwellings only ***(Projects with 6 or more units)*** *Section V-J4.A.2 (a)*	c) Provision of fee-in-lieu of units payment d) Provision of buildable land
Single or multi-family dwellings ***(Projects with 2-5 units)*** *Section V-J4.A.2 (b)*	c) Provision of fee-in-lieu of units payment

3. As a condition for the granting of an Inclusionary Housing Special Permit, all affordable housing units shall be subject to an affordable housing restriction and a regulatory

agreement in a form acceptable to the SPGA. The regulatory agreement shall be consistent with any applicable guidelines issued by the Department of Housing and Community Development and shall ensure that affordable units can be counted toward the [town]'s Subsidized Housing Inventory. The regulatory agreement shall also address all applicable restrictions listed in Section V-J.9 of this bylaw. The Special Permit shall not take effect until the restriction, the regulatory agreement and the special permit are recorded at the Registry of Deeds and a copy provided to the SPGA and the Inspector of Buildings.

B. Density Bonus. For Residential Projects consisting entirely of single or two-family homes, or any other Residential Projects that are allowed By-Right in the zoning district underlying their location, that yield an increase of two (2) to five (5) net new dwelling units the SPGA may allow the addition of one (1) Unregulated Dwelling Unit as part of compliance with the Inclusionary Housing Special Permit process outlined in Section V-J.4.2. For Residential Projects consisting entirely of single or two-family homes, or that are allowed By-Right in the zoning district underlying their location, that yield an increase of six (6) or more net new dwelling units the SPGA may allow the addition of two (2) Unregulated Dwelling Units for each Affordable Dwelling Unit provided as part of compliance with the Inclusionary Housing Special Permit process outlined in Section V-J.4.1. The SPGA may modify minimum lot sizes and any other intensity or density regulations, except height, normally required in Section IV.B in the applicable zoning district, to a maximum increase or decrease of 35% on a cumulative basis, calculated according to the provisions of Section V-E.3, to accommodate up to two (2) additional Unregulated Dwelling Unit(s) on a lot for each one Affordable Dwelling Unit provided as part of compliance with the Inclusionary Housing Special Permit process in Section V-J.4.A. The SPGA may place conditions on the number of bedrooms and other characteristics of additional Unregulated Dwelling Units permitted as part of compliance with the provisions outlined in Section V-J.4.A.

Example 1: An Applicant can build a Residential Project on a subdivision with five homes by-right in an RSA zone. Under V-J.4B, that Applicant could request an Inclusionary Housing Special Permit, under which they could build six homes (the original 5 units + 1 bonus unit) and make a payment to the Natick Affordable Housing Trust as specified in Section V.J.7.

Example 2: An Applicant can build a Residential Project on a subdivision with twenty homes by-right in an RSA zone. Under V-J.4B, that Applicant could request an Inclusionary Housing Special Permit, which would require three (3) homes designated as Affordable Dwellings, but would allow a total of twenty-six homes (20 units + 6 bonus units) to be developed on the site.

V-J.5 Provisions Applicable to Affordable Housing Units On- and Off-Site:

A. Siting of affordable units. All affordable units constructed or rehabilitated under this bylaw shall be situated within the development so as not to be in less desirable locations than market-rate units in the development and shall, on average, be no less accessible to public amenities, such as open space, as the market-rate units.

B. Minimum design and construction standards for affordable units. Affordable housing units shall be integrated with the rest of the development and shall be compatible in exterior design, appearance, construction, and quality of materials with other units. Interior features and mechanical systems of affordable units shall comply with the requirements for Local Initiative Units as specified by the Department of Housing and Community Development in the guidelines for the Local Initiative Program.

C. Timing of construction or provision of affordable units or lots. Where feasible, affordable housing units shall be provided coincident to the development of market-rate units, but in no event shall the development of affordable units be delayed beyond the schedule noted below:

D. Pricing of Affordable Units. The household size figure used to calculate the Initial Sales Price or Rent of an Affordable Unit shall be equal the number of bedrooms in each Affordable Unit plus one (1).

E. 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, in the following priority, to:

1. Persons who currently reside within the Town of Natick;
2. Persons whose spouse, son, daughter, father, mother, brother, or sister currently reside in the Town of Natick;
3. Persons who are employed by the Town of Natick or by businesses located within the Town of Natick;

F. Marketing Plan for Affordable Units. Applicants under this bylaw shall submit a marketing plan or other method approved by the Town through its local comprehensive plan, to the SPGA for its approval, which describes how the affordable units will be marketed to potential home buyers or tenants. This plan shall include a description of the lottery or other process to be used for selecting buyers or tenants.

G. Condominiums. Condominium documentation shall provide the owners of the Affordable Units with full and equal rights to all services and privileges associated with condominium ownership.

H. Legal Review. All legal documents, including but not limited to: affordable housing deed riders, affordability restrictions, leases, condominium documents and/or homeowner's

agreements shall be subject to peer legal review by the SPGA, to be paid in full by the Applicant.

V-J.6 Provision of Affordable Housing Units Off-Site:

A. As an alternative to the requirements of Section V-J.5, an applicant subject to this bylaw may develop, construct or otherwise provide affordable units offsite, equivalent to those required by Section V-J.4 and meeting all quality criteria outlined in Section V-J.5. B. All requirements of this bylaw that apply to on-site provision of affordable units, shall apply to provision of off-site affordable units. In addition, the location, housing type and character of the off-site units to be provided shall be approved by the SPGA as an integral element of the Inclusionary Housing Special Permit review and approval process.

V-J.7 Calculation of Fees-in-Lieu-of Affordable Housing Units:

A. Calculation of fee-in-lieu-of units. For the purposes of this bylaw the fee-in-lieu of the construction or provision of affordable units shall be determined as a per-unit cost calculated as: 0.125 x Initial Sales Price of an Affordable Dwelling Unit of identical size (in terms of average number of bedrooms), calculated according to the provisions of Section V-J.8, and shall be payable in full prior to issuance of a final occupancy permit. The SPGA may annually adjust the acceptable value of the fee in-lieu-of units according to maximum income levels established by the Commonwealth's Department of Housing and Community Development.

Example 3: An Applicant proposes a Residential Project with four two-bedroom homes under an Inclusionary Housing Special Permit. Under V-J.4A.2.b, the Applicant would be required to pay a fee to the Natick Affordable Housing Trust equal to (4 dwellings x 0.125 x Initial Sales Price for an Affordable two-bedroom Dwelling Unit) as specified in Section V.J.4.A.2 (b)

1. The SPGA may reduce the applicable fee-in-lieu-of unit(s) charge by up to fifty percent (50%) for each dwelling in a housing development with initial rents or sale prices that are affordable to households earning 81-120% of Median Income, calculated according to standards of the Department of Housing and Community Development (DHCD), and in compliance with the household size provisions of Section V-J.5.D of this bylaw.
2. Schedule of fees-in-lieu-of-unit(s) payments. Fees-in-lieu-of-unit(s) payments shall be made according to the schedule set forth in Section V-J.5.C, above.

V-J.8 Maximum Incomes and Selling Prices: Initial Sale:

A. To ensure that only eligible households purchase affordable housing units, the purchaser of an affordable unit shall be required to submit copies of the last three years' federal and state income tax returns and certify, in writing and prior to transfer of title, to the developer of the housing units or his/her agent, and within thirty (30) days following transfer of title, to the local housing trust, community development corporation, housing authority or other agency as established by the Town, that his/her or their family's annual income level does not exceed the maximum level as established by the Department of Housing and Community Development (DHCD), and as may be revised from time to time.

B. The maximum housing cost for affordable units created under this bylaw is as established by the Department of Housing and Community Development (DHCD), Local Initiative Program or as revised by the Town.

V-J.9 Preservation of Affordability; Restrictions on Resale:

A. Each affordable unit created in accordance with this bylaw shall have limitations governing its resale through the use of a regulatory agreement (Section V-J.4.A.3). The purpose of these limitations is to preserve the long-term affordability of the unit and to ensure its continued availability for affordable income households. The resale controls shall be established through a restriction on the property and shall be in force in perpetuity.

1. Resale price. Sales beyond the initial sale to a qualified affordable income purchaser shall include the initial discount rate between the sale price and the unit's appraised value at the time of resale. This percentage shall be recorded as part of the restriction on the property noted in Section V-J.9.A, above.

2. Right of first refusal to purchase. The purchaser of an affordable housing unit developed as a result of this bylaw shall agree to execute a deed rider prepared by the Town of Natick, consistent with model riders prepared by the Department of Housing and Community Development (DHCD), granting, among other things, the Town's right of first refusal to purchase the property in the event that a subsequent qualified purchaser cannot be located.

3. The SPGA shall require, as a condition for Inclusionary Housing Special Permit under this bylaw, that the applicant comply with the mandatory set-asides and accompanying restrictions on affordability, including the execution of the deed rider noted in Section V-J.9.A.2 above. The Building Commissioner/Inspector shall not issue an occupancy permit for any affordable unit until the deed restriction is recorded.

V-J.10 Conflict with Other Bylaws/Ordinances:

The provisions of this section shall be considered to supersede existing zoning bylaws/ordinances except for the Smart Growth Overlay (SGO) district. To the extent that a conflict exists between this section and others, this section, or provisions therein, shall apply.

V-J.11 Severability:

If any provision of this bylaw is held invalid by a court of competent jurisdiction, the remainder of the bylaw shall not be affected thereby. The invalidity of any section or sections or parts of any section or sections of this bylaw shall not affect the validity of the remainder of the Natick Zoning Bylaw.

ARTICLE 35
Voting Requires Being Legal Resident of Massachusetts and this Municipality
(Tony Lista et al)

To see if the Town will vote to:

Amend its charter (section 7-7 sub section (I)) and bylaws, (article 1 town election and town meeting) by inserting the following language: “A person over the age of 18 shall be qualified to vote in municipal elections who is a United States citizen and a legal resident of Massachusetts and this municipality, and who meets the qualification of M.G.L. Ch. 51, section 1

or otherwise act thereon.

Warrant Article Questionnaire
Citizen Petitions Articles

Article # **35**	Date Form Completed: **08/28/2018**
Article Title: **Voting requires being legal resident of Massachusetts and this municipality.**	
Sponsor Name: **Tony Lista**	Email: **TonyLista1@gmail.com**

Question	Question
1	Provide the article motion exactly as it is intended to be voted on by the Finance Committee.
Response	(Type response here) **To see if the Town will vote to:** **amend its Home Rule Charter (Article 7 section 7-7 sub section (l)) and Town By-law, (Article 1 town election and town meeting) by inserting the following language:** **"A person age of 18 and over shall be qualified to vote in municipal elections who is a United States citizen and a legal resident of Massachusetts and this municipality, and who meets the qualifications of M.G.L. Ch. 51, section 1." or otherwise act thereon.**
2	At a summary level and very clearly, what is proposed purpose and objective of this Warrant Article and the required Motion?
Response	(Type response here) **To make voting in Town of Natick a protected right of US citizens, Naturalized citizens and legal resident of Massachusetts only** • **citizenship and the rights that come with it are fundamental to our core values as Americans** • **noncitizen voting undermines the strength of our Town and Republic** • **reaffirming this warrant further encourages noncitizens to earn their citizenship**
3	What does the sponsor gain from a positive action by Town Meeting on the motion?
Response	Type response here) **No equity interest or direct/indirect benefit**
4	Describe with some specificity how the sponsor envisions how: the benefits will be realized; the problem will be solved; the community at large will gain value in the outcome through the accompanied motion?

Response	Type response here) **The proposed article will codify voting as a right of US citizens and Naturalized citizens in Natick's Home Rule Charter and Natick By-law, which defines how our municipality is organized, how it functions and all related procedures.** **• citizenship and the rights that come with it are fundamental to our core values as Americans** **• noncitizen voting undermines the strength of our Republic** **• reaffirming this warrant further encourages noncitizens to earn their citizenship**
5	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations
Response	Type response here) **The proposed article will codify voting as a right of US citizens and Naturalized citizens and will conform with M.G.L. Ch. 51, section 1**
6	Have you considered and assessed, qualified and quantified the various impacts to the community such as: • Town infrastructure (traffic, parking, etc.) • Neighbors (noise, traffic, etc.); • Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.);
Response	Type response here) **I see no impacts on any local or state initiatives researched**
7	Who are the critical participants in executing the effort envisioned by the article motion? To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the motion?
Response	Type response here)

	Town meeting
8	What steps and communication has the sponsor attempted to assure that: • Interested parties were notified in a timely way and had a chance to participate in the process, that • Appropriate town Boards & Committees were consulted • Required public hearings were held
Response	Type response here) **Conferred with Moderator regarding Home Rule Charter and By-law and Town meeting; conferred with 19 other cities and towns who are also considering a similar petition, and conferred with a private party familiar with MGL**
9	Why is it required for the Town of Natick AND for the sponsor(s)?
Response	Type response here) **To make voting in Town of Natick a protected right of US citizens, Naturalized citizens and legal resident of Massachusetts only** • **citizenship and the rights that come with it are fundamental to our core values as Americans** • **noncitizen voting undermines the strength of our Town and Republic** • **reaffirming this warrant further encourages noncitizens to earn their citizenship**
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?
Response	Type response here) **No**
11	What are other towns and communities in the Metro West area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish
Response	Type response here)

	19 towns in total are considering similar citizen petitions. The following towns are in the process of considering similar (signatures in process, TM Warrant or similar): **Burlington, Stoneham, Billerica, Milford, Hopedale, Lancaster, Braintree**
12	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences.
Response	Type response here) • **citizenship and the rights that come with it will be diminished** • **noncitizen voting will undermine the strength of our Town** • **noncitizens will not be encouraged to earn their citizenship as a right to participate as a Natick voter**

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knorth@mhtl.com

September 24, 2018

Melissa Malone, Town Administrator
Town of Natick
Natick Town Hall
13 East Central Street
Natick, MA 01760

Re: Natick Fall Annual Town Meeting Article 35

Dear Ms. Malone:

You asked for a legal opinion concerning Article 35 and its accompanying motion for the Natick Fall Annual Town Meeting, which concerns proposed changes to the Natick Home Rule Charter ("Charter") and the Natick Town Bylaws ("Bylaws"). I have reviewed the warrant article and the proposed motion, as set forth within the warrant article questionnaire.

Article 35 and its motion seek to insert the following language into Article 7, section 7-7(l) of the Charter: "A person age of 18 and over shall be qualified to vote in municipal elections who is a United States citizen and a legal resident of Massachusetts and this municipality, and who meets the qualifications of M.G.L. c. 51, section 1."

M.G.L. c. 51 § 1 states:

> Every citizen eighteen years of age or older, not being a person under guardianship or incarcerated in a correctional facility due to a felony conviction, and not being temporarily or permanently disqualified by law because of corrupt practices in respect to elections, who is a resident in the city or town where he claims the right to vote at the time he registers, and who has complied with the requirements of this chapter, may have his name entered on the list of voters in such city or town, and may vote therein in any such election, or except insofar as restricted in any town in which a representative town meeting form of government has been established, in any meeting held for the transaction of town affairs. Notwithstanding any special law to the contrary, every such citizen who resides within the boundaries of any district, as defined in section one A of chapter forty-one, may vote for district officers and in any district meeting thereof, and no other person may so vote. A person otherwise qualified to vote for national or state officers shall not, by reason of a change of residence within the commonwealth, be disqualified from voting for such national or state officers in the city or town from which he has removed his residence until the expiration of 6 months from such removal.

In my opinion, Article 35 is outside the scope of Natick Town meeting to enact, by Charter amendment or Bylaw, because cities and towns have no authority to regulate elections, whether municipal-only elections or otherwise. Such actions are inconsistent with the express reservation of the right to regulate elections to the legislature within the Home Rule amendments. Section 7 of Article II of the Massachusetts Constitution states: "[n]othing in this article shall be deemed to grant to any city or town the power to (1) regulate elections other than those prescribed by sections three and four . . . ."[1] Mass. Const. amend. art. 2 § 7.

The Attorney General has determined that Section 7 of Article II makes a local bylaw regulating elections, invalid. Even when a bylaw or a Charter amendment attempts to regulate town-only elections, such regulation has been determined to be outside the scope of authority of a town, and such bylaws have been disapproved. See Bellingham Special Town Meeting – Case #6547 (Feb. 2, 2013) (declining to approve Bellingham bylaw requiring identification to vote at town-only elections because of conflict with Article II of the Massachusetts Constitution).

I hope this opinion is helpful. Please contact me if you have any questions or concerns.

Sincerely,

Karis L. North

[1] Sections three and four of Article II provide for some regulation of elections via charter commission and charter changes. In any event, these changes must still be consistent with the Constitution.

ARTICLE 38
Amend Natick Town Charter; Natick Town By-Laws; Natick Zoning By-Laws: Constitution of zoning board of appeals, division and distribution of powers regarding MGL c. 40B sections 20-23
(Julian Munnich et al)

To see if the Town will vote to amend the Town of Natick Home Rule Charter, the Natick Town By-Laws, and the Town of Natick Zoning By-Laws to, including but not limited to adding new sections and/or definitions, and/or amending existing sections and/or definitions; to provide for the division and exercise of functions to other appointed or elected bodies:

-Pursuant to MGL c. 40A s.12, MGL c. 4 s. 7, MGL c. 43B s. 20, and MGL c. 40B s. 21 or otherwise; provide by amendment and/or addition including but not limited to the Article 3 Section 11 b of the charter to make the Planning Board responsible for hearing comprehensive permit applications under MGL Chapter 40 b s 20-23; divide the assignment of functions to other appointed or elected bodies;

-Pursuant to MGL c. 40 s. 32 or otherwise; provide by amendment and/or addition to the Natick Town By-Laws including, without limitation, in Article 10 Section 3 and Article 22 Section 5 such that they comport with the Natick Home Rule Charter, and/or establish the assignment of counsel to town boards;

-Pursuant to MGL c. 40A s. 5 or otherwise; provide by amendment and/or addition to the Town of Natick Zoning By-Laws such that they comport with the Natick Home Rule Charter;

Or otherwise act thereon.

Warrant Article Questionnaire
Citizen Petitions Articles

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article # 38	Date Form Completed: 2018.09.07
Article Title: Division and distribution of powers regarding MGL c. 40B sections 20-23	
Sponsor Name: Julian Munnich, et al.	Email: julian.munnich@rcn.com

Question	Question
1	Provide the article motion exactly as it is intended to be voted on by the Finance Committee.
Response	Motions Attached: Article 38 consists of two motions. Motion A is to amend the Charter. Motion B is a contingient motion dependent on the passage of Motion A. Depending on a response put to Town Counsel; Town Meeting action on Motion B may not be required at this time.
2	At a summary level and very clearly, what is proposed purpose and objective of this Warrant Article and the required Motion?
Response	Article 38 proposes to move the function and responsibility of permitting "40B Housing", from the Zoning Board of Appeals, to the Planning Board. When the 40B statute was passed in 1969, the presumptive permitting board in Massachusetts municipalities was the ZBA. However; since the passage of the 1975 amendments to the Zoning Act, along with multiple subsequent changes, the major functions of site plan review and special permits have shifted to elected Planning Boards.
3	What does the sponsor gain from a positive action by Town Meeting on the motion?
Response	The sponsors have no personal gain.
4	Describe with some specificity how the sponsor envisions how: the benefits will be realized; the problem will be solved; the community at large will gain value in the outcome through the accompanied motion?
Response	Chapter 40B is a state mandate that municipalities create affordable housing. These projects are, however, on an administrative and permitting level, essentially exercises in Site Plan Review and Special Permitting. It is precisely the 1975 enablement of Planning Boards to perform Site Plan Review and Special Permits that indicates that it is appropriate for Planning Boards to review and permit 40B projects. In Natick, the Planning Board, has used the tools of site plan review and special permits to assure that large scale significant projects such as the Natick Mall and MathWorks are not just generic construction in the midst of asphalt, but high value amenities to the Town.

	Natick is a Town challenged by development pressure, limited space, and a housing supply that is having its full-spectrum naturally-affordable housing replaced by new housing representing the extremes of subsidized housing and housing beyond the means of the average workforce. These are the issues that are best addressed by a permitting body that is charged to not only "Master Plan" but to "Comprehensively Plan".
5	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations
Response	The Town's zoning bylaw was recently amended to better define the functions of site plan review and special permitting; as well as assigning more of those functions to the Planning Board. The Planning Board is better situated to incorporate affordable housing into a comprehensive plan for the Town that would include safeguards for all aspects of Town affairs including fiscal matters. This proposal is entirely enabled by state statute. -- Chapter 40B, s. 20 assigns the permitting function to a c. 40A, s. 12 entity. -- Chapter 40A, s. 12 provides for that entity to be defined by Charter. -- Chapter 43B, s. 20 enables the Charter to "divide" functions. (separate/segregate), and to merge consolidate those functions in another local office.
6	Have you considered and assessed, qualified and quantified the various impacts to the community such as: • Town infrastructure (traffic, parking, etc.) • Neighbors (noise, traffic, etc.); • Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.);
Response	The proposal would inherently create a process more along the lines of a Planning Board project review. All of the listed considerations are major components of Planning Board project review.
7	Who are the critical participants in executing the effort envisioned by the article motion? To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the motion?
Response	As a Charter initiative; the critical and essential participants are the voters of Natick.

8	What steps and communication has the sponsor attempted to assure that: • Interested parties were notified in a timely way and had a chance to participate in the process, that • Appropriate town Boards & Committees were consulted • Required public hearings were held
Response	As a Charter initiative this is consonant with the petition process for amendments of the Charter outlined in MGL c. 43B, s. 15. Questions have been put to Town Counsel as to the requisite form required by that section.
9	Why is it required for the Town of Natick AND for the sponsor(s)?
Response	40B projects have previously been "one-off" permitting exercises. That is an inherent aspect of ZBA procedures and practices. As a Town that is essentially fully built out; Natick needs to address 40B projects as a component of master planning. The sponsors have no individual, requisite, or pecuniary interest.
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?
Response	There are the issues that still await directional advice from Town Counsel.
11	What are other towns and communities in the Metro West area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish
Response	On such a town specific topic, it is difficult to find a peer-set or comparable-list of municipalities to match against Natick. In less than two decades Natick moved the needle on its affordable housing stock from the vicinity of +/- 5% to over 10%. Not only has Natick used state inspired programs for creating affordable housing but has developed other zoning instruments such as the HOOP districts and targeted tools such as the 62+ housing. It is rare for any municipality to create as much affordable housing, protect as much open space, establish bespoke zoning for an aging population; all while hosting major Federal and State land assets; all in a compact area of some plus/minus 16 square miles.

	If this Charter change is approved by the Town of Natick, it is other communities that will be looking to our example.
12	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences.
Response	40B projects will continue to be treated as ad hoc anomalies by a permitting entity that is not constituted in a manner to apply site plan review and special permit standards. To date, previous 40B projects are generally agreed to not represent the best net advantage to Natick for combined fiscal and structural consequences. This is best seen by the underestimated effects on municipally provided services; especially schools, public safety, and transportation infrastructure.

MOTION - A: (2/3rds Home Rule Charter)

Move to amend the Town of Natick Home Rule Charter by adding in ARTICLE 7, GENERAL PROVISIONS, a new section as follows:

"**Section 7-12 Powers, duties, and responsibilities of one local office to be divided and exercised by two or more local offices**

(a) board of appeals – For all matters devolving from general law chapter 40B, sections 20-23; the powers, duties, and responsibilities are divided, and are exercised by the planning board."

-To amend ARTICLE 3, ELECTED OFFICERS, Section 3-11 Planning Board; to insert in 3-11 (b);

"inclusive of Section 7-12 (a),"

So that the sentence shall read as: "The planning board shall have all of the other powers and duties planning boards are given by general laws, special laws, the charter inclusive of Section 7-12 (a), or the zoning by-laws."

And further, that the Town Clerk may reasonably number and/or letter these amendments to appropriately sequence these sections.

MOTION - B: (2/3rds)

Move: Subject to, and effective on, the approval by the voters in the town election; officially known as the Annual Town Meeting for the determination of all questions, held on the last Tuesday in March of 2019 or such date as the Board of Selectmen may set for said town election; of the Charter changes contained in Motion – A; to amend the Natick Zoning By-laws as follows:

-To amend Section VI-E BOARD OF APPEALS, by inserting; immediately preceding the paragraph that commences with the sentence: *"The Board of Appeals shall have the following powers insofar as this Zoning Bylaw is concerned and in addition to those powers set forth in the Building Code and as defined by the General Laws of Massachusetts";* A new paragraph as follows:

"Comprehensive Permits: For all matters devolving from G.L. c. 40B, sections 20-23; the powers, duties, and responsibilities are divided, and are exercised by the Planning Board."

And further, that the Town Clerk may reasonably number and/or letter this amendment to appropriately sequence this section.

-To amend Section VI-EE PLANNING BOARD AS SPECIAL PERMIT GRANTING AUTHORITY, 1 – Powers; by deleting said section 1- powers, and inserting in in its stead:

"1 - Powers:

(a) The Planning Board, acting as a Special Permit Granting Authority, may hear and decide applications for site plan approvals, and grant special permits as is provided for elsewhere in this Zoning By-Law.

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(b) The Planning Board, acting in lieu of a board of appeals, shall hear and decide all matters devolving from general law chapter 40B, sections 20-23; for which the powers, duties, and responsibilities are divided by Charter, and are exercised by the Planning Board."

~~1 - Powers: The Planning Board, acting as a Special Permit Granting Authority, may hear and decide applications for site plan approvals, and grant special permits as is provided for elsewhere in this Zoning By-Law.~~

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ARTICLE 39
Amend Natick Town Charter: Natick By-laws, Natick Zoning By-laws: Appointment and constitution of zoning board of appeals, division and distribution of powers, and assignment of counsel.
(Julian Munnich et al)

To see if the Town will vote to amend the Town of Natick Home Rule Charter, the Natick Town By-Laws, and the Town of Natick Zoning By-Laws to; including but not limited to, adding new sections, and/or definitions, and/or amending existing sections and/or definitions, and/or providing for transition and implementation procedures; to provide for the division and exercise of functions to other appointed or elected bodies:

-Pursuant to MGL c. 40A s.12, MGL c. 4 s. 7, and MGL c. 43B s. 20 or otherwise; provide by amendment and/or addition to the charter, including but not limited to, in Article 3 for the appointment of members and associate members to the zoning board of appeals by a different appointing authority or in Article 3 for the election of a board of appeals, to change or to establish its number of members and associate members of the board of appeals; and/or to divide the assignment of functions to other appointed or elected bodies;

-Pursuant to MGL c. 40 s. 32 or otherwise; provide by amendment and/or addition to the Natick Town By-Laws such that they comport with the Natick Home Rule Charter, and/or to amend Article 22, including but not limited to Section 5, and/or Article 10, including but not limited to Section 3, of the Natick Town Bylaws, (respectively the Town Counsel and Board of Selectmen sections of the by-laws), including but not limited to Article 44 of the Natick Town By-Laws, and/or add new section to the By-Laws to: a) determine which multiple member bodies shall have the right to services of Town Counsel; and b) provide that multiple member bodies, and elected town officers, who are parties in interest or defendants in any matter connected to their official duties, shall have the right to bring and to settle legal action and to defense pertaining to such matters; and c) provide that the Board of Selectmen and Town Administrator not have authority to settle or to control such matters or to limit such control or involvement: and d) to determine the extent to which any or all multiple member bodies and/or elected town officers shall have rights to legal services and/or causes of action in connection with their official duties;

-Pursuant to MGL c. 40A s. 5 or otherwise; provide by amendment and/or addition or deletion to the Town of Natick Zoning By-Laws such that they comport with the Natick Home Rule Charter in regard to the appointment of the Zoning Board of Appeals, and division and exercise of functions;

Or otherwise act thereon.

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article # 39	Date Form Completed: 09-08-2018
Article Title: Appointment and constitution of zoning board of appeals, and assignment of counsel.	
Sponsor Name: Julian Munnich, et al.	Email: julian.munnich@rcn.com

Question	Question
1	Provide the article motion exactly as it is intended to be voted on by the Finance Committee.
Response	Moved: The subject matter of Article 39 be referred to the Board of Selectmen for their review of the following matters: -Whether the Zoning Board of Appeals should be elected or appointed. -If by appointment; whether by the Board of Selectmen, or by other appointing authority. -Whether the number of Members and Associate Members should remain the same, or if some other number should serve. -To review the current ZBA practice of not considering aspects of the Zoning Bylaw, and statute, beyond specific relief required that has been identified by the building commissioner. -To review, and consider changes to, Town Bylaws Article 22, "TOWN COUNSEL" -For the Board of Selectmen to draft a set policy, and or criteria, for intervening in the statutory functions of town bodies and their requisite access to Town Counsel.
2	At a summary level and very clearly, what is proposed purpose and objective of this Warrant Article and the required Motion?
Response	The ZBA is not to be a "dry" application of abstract and distant statute. The ZBA is charged with applying and defending local standards as described in the Natick Zoning Bylaws' sections on Purpose and Authorization. The intent of this article is: -To align (re-align) the ZBA with the expectations of the town's citizens. Additionally: -To assure that the town's statutory bodies have appropriate access to the full services of Town Counsel to fulfill their statutory responsibilities.
3	What does the sponsor gain from a positive action by Town Meeting on the motion?
Response	The sponsors have no personal gain.
4	Describe with some specificity how the sponsor envisions how: the benefits will be realized; the problem will be solved; the community at large will gain value in the outcome through the accompanied motion?

Response	-For the ZBA to be configured and established in a manner to be most responsive in protecting the interests of residents, as well as the interests of neighbors to projects and development.
5	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations
Response	The means to address the issues may require amendments to the Town's Charter, the Town's Bylaws, and the Zoning Bylaws. The complexity of the issue, as well as multiple solutions need to be further considered. State statute supports such changes.
6	Have you considered and assessed, qualified and quantified the various impacts to the community such as: • Town infrastructure (traffic, parking, etc.) • Neighbors (noise, traffic, etc.); • Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.);
Response	Generally; the proposal is a matter of policy and implementation, and is not a matter of administrative operation. A properly functioning administration would, however, be more responsive to the listed community issues of: • Town infrastructure (traffic, parking, etc.) • Neighbors (noise, traffic, etc.); • Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.)
7	Who are the critical participants in executing the effort envisioned by the article motion? To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the motion?
Response	The Board of Selectmen are, at present, the nexus of the issues surrounding matters surrounding the Zoning Board of Appeals, and matters limiting access to the services of Town Counsel.
8	What steps and communication has the sponsor attempted to assure that: • Interested parties were notified in a timely way and had a chance to participate in the process, that • Appropriate town Boards & Committees were consulted • Required public hearings were held

Response	The matter is now being considered by the stakeholders. Future public review is anticipated.
9	Why is it required for the Town of Natick AND for the sponsor(s)?
Response	To assure that the functions of local government are responsive to the residents of the Town.
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?
Response	There are still several outstanding questions not yet responded to by Town Counsel.
11	What are other towns and communities in the Metro West area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish
Response	Our neighbor to the west has apparently given-up on the concept of participatory and responsive town governance. The hope is to avoid that fate.
12	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences.
Response	An important opportunity for review of pressing and current issues would be forestalled.

2018 FALL ANNUAL TOWN MEETING; Article 38

MOTION - B: (2/3rds)

Move: Subject to, and effective on, the approval by the voters in the town election; officially known as the Annual Town Meeting for the determination of all questions, held on the last Tuesday in March of 20___ or such date as the Board of Selectmen may set for said town election; of the Charter changes contained in Motion – A; to amend the Natick Zoning By-laws as follows:

-To amend Section VI-E BOARD OF APPEALS, by inserting; immediately preceding the paragraph that commences with the sentence: *"The Board of Appeals shall have the following powers insofar as this Zoning Bylaw is concerned and in addition to those powers set forth in the Building Code and as defined by the General Laws of Massachusetts";* A new paragraph as follows:

"Comprehensive Permits: For all matters devolving from G.L. c. 40B, sections 20-23; the powers, duties, and responsibilities are divided, and are exercised by the Planning Board."

And further, that the Town Clerk may reasonably number and/or letter this amendment to appropriately sequence this section.

-To amend Section VI-EE PLANNING BOARD AS SPECIAL PERMIT GRANTING AUTHORITY, 1 – Powers; by deleting said section 1- powers, and inserting in in its stead:

"1 - Powers:

(a) The Planning Board, acting as a Special Permit Granting Authority, may hear and decide applications for site plan approvals, and grant special permits as is provided for elsewhere in this Zoning By-Law.

(b) The Planning Board, acting in lieu of a board of appeals, shall hear and decide all matters devolving from general law chapter 40B, sections 20-23; for which the powers, duties, and responsibilities are divided by Charter, and are exercised by the Planning Board."

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2018 FALL ANNUAL TOWN MEETING; Article 39

MOTION - C: (2/3rds Zoning Bylaws)

Move: Subject to, and effective on, the approval by the voters in the town election; officially known as the Annual Town Meeting for the determination of all questions, held on the last Tuesday in March of 20___ or such date as the Board of Selectmen may set for said town election; of the Charter changes contained in Motion – A; to amend the Natick Zoning By-laws as follows:

-To amend Section VI-E BOARD OF APPEALS, by deleting the first two paragraphs and inserting in their stead the following text:

"There shall be a Board of Appeals as established by the Town of Natick Home Rule Charter and Town Bylaws."

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Town of Natick
Community Development

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ARTICLE 41
Snow Removal ByLaw
(Paul Griesmer, Joshua Ostroff, et al)

To see what action(s) the Town will take to help ensure public safety, access and convenience by amending Article 50 Section 18 and/or Article 92 of the Town ByLaws:

1) to clarify and/or to define, whether in whole or in part, what the term "public way(s)" shall mean for the purposes of Article 50 Section 18 or other purposes in the Bylaws, potentially including, without limitation, that the term "public way(s)" shall include streets to which the public has right of access; and/or
2) to change any fine in Section 18 to a different number or a schedule of fines for first and any enumerated or further list of offenses, and/or to add such fines or schedule to Article 92 of the ByLaws and provide a cross reference from Article 50 Section 18 to Article 92, and/or to delete or to modify subsection "a" in whole or in part and/or to add or to rearrange subsections within Article 18 to establish fines; and/or
3) to delete or to modify existing subsection "b" of Article 50 Section 18 and/or add new text in Article 50 Section 18; and/or
4) to insert a provision in subsection "b" or in a new subsection that no persons except employees and contractors of the Town in the lawful or authorized performance of Town snow removal duties, shall either move snow into and leave such snow within, or deposit and leave snow in any improved portion of i) any public sidewalk, ii) street or iii) public way or any part(s) thereof, so as to obstruct or impede regular snow removal operations of the Town; and/or
5) to provide that such prohibition above shall not prevent and shall not apply to the clearing, by persons other than Town employees or town contractors, of snow from either public ways, or improved sidewalk or street portions of public ways, where snow is or has been left un-cleared by Town snow removal operations; provided that A) such snow clearing does not leave snow in sidewalks or streets areas already cleared by the Town, B) is incidental to or necessary for clearing access to private driveways, private sidewalks, private buildings or mailboxes and/or C) does not prevent or impede regular snow removal operations conducted by the Town to any greater extent than those regular Town snow removal operations would or should have done; and/or
6) to clarify or to define that "regular snow removal operations" refers to or means those snow removal operations, both which and in the manner they are regularly or routinely conducted by the Town in a timely manner practicable after a snowstorm; and/or
7) to make any other changes to the text of the Bylaws consistent with accomplishing the general purposes of this article, which purposes include, without limitation, the goals of ensuring public safety, access and convenience; allowing the Town to clear snow efficiently and effectively from improved sidewalks, streets or other portions of public ways; and of allowing residents and private property owners the ability to clear access to their properties;

or otherwise act thereon.

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article #41	Date Form Completed: 9.04.18
Article Title: Snow Removal ByLaw	
Sponsor Name: Paul Griesmer, Josh Ostroff, et. al.	Email: pgriemer@comcast.net joshua@ostroff.net

Question	Question
1	Provide the article motion exactly as it is intended to be voted on by the Finance Committee.
Response	Please see attached Word document and PDF.
2	At a summary level and very clearly, what is proposed purpose and objective of this Warrant Article and the required Motion?
Response	To establish a workable snow removal by law pertaining to private snow clearing efforts putting snow in areas of the public way that are cleared by the Town and used by the public. This article does NOT include any requirement for private persons to have any responsibility for clearing sidewalks in front of their residence or business.
3	What does the sponsor gain from a positive action by Town Meeting on the motion?
Response	Nothing personally.
4	Describe with some specificity how the sponsor envisions how: the benefits will be realized; the problem will be solved; the community at large will gain value in the outcome through the accompanied motion?
Response	Snow removal is an important public safety and public works topic. Certain private snow clearing efforts have created serious walking or driving hazards and /or created undue and extra or repeated efforts and costs for snow clearing by the DPW. The current Snow Removal By-Law is contained in Article 50 Police Regulations Section 18 Snow Removal By-Law. This section is as follows:

"Section 18 Snow Removal

a. Any person leaving a vehicle so as to obstruct snow removal operations shall be subject to a fine of $50.00.

b. No person shall deposit snow into any public way after it has been plowed."

This bylaw does not address the problem of putting snow into public ways before they are cleared or the problem that such actions can create significant impediments to DPW efforts to clear streets and sidewalks. This bylaw also only addresses Town snow clearing done by plow. Anything done by snow blower or shovel is exempt.

The Board of Selectmen sponsored Article 27 Snow Clearing on Public Ways in Spring 2018. This warrant article said "To see if the Town will vote to amend the Town of Natick By Laws by changing the fine in Article 50, Section 18, subsection a, and by changing Article 50, Section 18, subsection b by removing the text "after it has been plowed." and inserting the text", nor deposit snow so as to impede snow removal operations, without the authority of the Town Administrator or his designee.", or otherwise act thereon.

That article had several problems.

1. The proposed motion was contained in the warrant article and could not be amended outside of the scope of the article.

2. The wording focused exclusively on 'depositing' snow when the real issue is 'depositing and leaving' snow.

3. The article would have created violations for any number of circumstances including where snow was deposited and promptly cleaned up.

4. The article would have created a bylaw that read, "No person shall deposit snow into any public way nor deposit snow so as to impede snow removal operations, without the authority of the Town Administrator or his designee."

5. Because public ways are generally much wider than the improved portion of a public way, and because private driveways and sidewalks cross the unimproved portion of public ways, the previously proposed article would have made it illegal for people to clear their driveways. The act of clearing such driveways inevitably results in snow spilling to the side

of a plow onto a public way; generally the unimproved portion of the public way.

6. Similar problems would have resulted in people clearing access to their mailboxes or clearing access on parts of their private walkways.

7. In addition, people could not clear either the parts of the actual street that was left un-cleared by the Town, or the foot of their driveway where snow was piled up by a Town plow. That part of driveways is generally in the improved part of the public way. Clearing it often involves piling snow on either side of the driveway, but still in the public way.

8. The previously proposed motion would have made clearing snow impossible for many downtown businesses. Many downtown businesses have zero lot line setback for their buildings that directly abut a public sidewalk. In most of these situations, nothing exists between the building and the street except a public sidewalk, which is also part of the public way. No place exists to put snow from clearing access to these businesses.

9. The previously proposed motion also created an unwieldy administrative burden in which the Town Administrator would need to authorize not only private parties but also Town employees and contractors involved in snow removal. Even Town plow drivers put snow into parts of the public way. The method for such authorization was not provided and arguably would have needed to be for each individual Town plow operator and contractor.

10. Article 27 from Spring 2018 Town Meeting was referred to the Board of Selectmen, who did not take up the matter from referral.

11. The citizen petition article was sponsored by the maker of the referral motion.

12. The proposed new motion is intended to address the above problems.

Among other items, the proposed new motion includes a number of features, such as:

A. Provision for blanket authorization for Town plow operators and contractors by focusing only on persons other than Town plow operators and contractors in the lawful performance of their snow removal duties. This eliminates a potential administrative burden and related ambiguity.

Note: This provision is borrowed from *Article 50 Section 1 Obstruction of Public Way: License Required* which reads:

“No persons except officers of the Town in the lawful performance of their duties and those acting under their orders, shall obstruct any sidewalk or street or any part thereof, or break or dig the ground of the same, without first obtaining a written license from the Selectmen therefor.”

	B. Limits prohibition to improved portion(s) of i) any public sidewalk, ii) street or iii) public way or any part(s) thereof C. Provides that the prohibition shall not prevent and shall not apply to the clearing of snow, by persons other than Town employees or town contractors, from either public ways, or improved sidewalk or street portions of public ways, where snow is or has been left un-cleared by Town snow removal operations; provided that i) such snow clearing does not leave snow in sidewalks or streets areas already cleared by the Town, ii) is incidental to or necessary for clearing access to private driveways, private sidewalks, private buildings or mailboxes, and iii) does not prevent or impede regular snow removal operations conducted by the Town to any greater extent than those regular Town snow removal operations would or should have done. Note: This provision allows for the required clearing of driveways and private sidewalks and the ability to clear access to buildings and mailboxes. D. Clarifies that the term "regular snow removal operations" means those snow removal operations which are regularly or routinely conducted by the Town, including the manner they are regularly or routinely conducted by the Town, in a timely manner practicable after a snowstorm, and that the term "public way(s)" shall include all improved streets or portions of improved streets to which the public has right of access. Note: The notion of regular snow removal operations is needed, because many sidewalks are not ever cleared by the Town, and because the Town plowing operations rarely clear the entire width of the improved public way/street. Private efforts that leave snow in these un-cleared areas should not create a violation. Similarly, private efforts that clear snow from these areas should not create a violation provided they do not make the situation for regular snow removal worse. The effect of this standard is to focus enforcement on significant violations. These parts of the proposed motion also discourage and may even prevent the bylaw from being a weapon of retaliation or harassment of private homeowners and commercial building owners from malicious complaints. E. The proposed motion also provides for a potential temporary waiver of the prohibition in the event extreme conditions (e.g. Blizzard of 1978, or 108 inch snow accumulation in the winter of 2014-2015), and for a potential exemption for any areas for the Town where compliance would prove to be unduly difficult (i.e. possibly for areas of closely packed houses on narrow streets).
5	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations
Response	The proposed motion fits within the existing framework of Article 50 Police Regulations and

	Article 92 Enforcement. Because some of the enforcement provisions include possible i) temporary suspensions or ii) exemptions, the proposed motion provides enforcement according to the provisions of Article 92 except as specifically modified in the new proposed Article 50 Section 18. The proposed motion should ultimately reduce DPW snow removal costs to the extent that it deters or discourages conditions that create extra effort for the DPW. The capital plan is not likely affected. No comprehensive plan exists that could be affected. Neither does any statement of 'community values'. The proposed motion fits within the authorizations of statute.
6	Have you considered and assessed, qualified and quantified the various impacts to the community such as: • Town infrastructure (traffic, parking, etc.) • Neighbors (noise, traffic, etc.); • Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.);
Response	Yes.
7	Who are the critical participants in executing the effort envisioned by the article motion? To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the motion?
Response	Town Meeting and potentially the Chief of Police, the DPW Director or the Board of Selectmen We have also met with the DPW Director and the Deputy Director/Highway and Sanitation Supervisor. One of the sponsors also spoke with the Police Chief. There are questions about enforcement where resources are limited. In other communities with bylaws or ordinances, this is common. We believe that education is important, and that the better the Town does with education, the less need for enforcement. The DPW conformed that private snow removal efforts create multiple problems that this bylaw is intended to address.

	We also spoke with the member of the Board of Selectmen who presented Article 27 at Spring 2018 Town Meeting, and with the Chair of the Board, and were advised the Board of Selectmen had limited capacity to undertake the matter beyond Article 27 last spring. This member of the Board of Selectmen and the Chair became aware that the primary sponsors of this article were pursuing separate efforts for Fall 2018 Town Meeting, and asked that these sponsors coordinate a joint effort. That joint effort has resulted in the article, motion and questionnaire. We anticipate that the Selectmen may consider this prior to Town Meeting.
8	What steps and communication has the sponsor attempted to assure that: • Interested parties were notified in a timely way and had a chance to participate in the process, that • Appropriate town Boards & Committees were consulted • Required public hearings were held
Response	See above explanation. No public hearing other than the Finance Committee is required.
9	Why is it required for the Town of Natick AND for the sponsor(s)?
Response	It is not required for both the Town and the sponsors. It's a good idea for the Town and will promote the safety of pedestrians during winter months.
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?
Response	No. Further, the article was drafted broadly to incorporate many, and hopefully any issues that might be identified.
11	What are other towns and communities in the Metro West area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish
Response	Over 90 cities and towns have snow removal ordinances or bylaws. Most commonly, cities and

	towns require property owners to clear snow and ice from the sidewalks in front of their property.
12	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences.
Response	If the proposed motion or something reasonably similar isn't approved by Town Meeting, then the Town will have only the current snow removal bylaw, which is insufficient to protect the public.

Motion:

Move to delete subsection b of Section 18 Snow Removal of Article 50 Police Regulations of the Town of Natick By-Laws which subsection currently reads

"b. No person shall deposit snow into any public way after it has been plowed."

and to insert the following:

"b. No person(s) except employees and contractors of the Town in the lawful or authorized performance of Town snow removal duties, shall either move snow into and leave such snow within, or deposit and leave snow in any improved portion of i) any public sidewalk, ii) public street or iii) public way or any part(s) thereof, so as to obstruct or impede regular snow removal operations of the Town.

c. Such prohibition above shall not prevent and shall not apply to the clearing of snow, by persons other than Town employees or town contractors, from either public ways, or improved sidewalk or street portions of public ways, where snow is or has been left un-cleared by Town snow removal operations; provided that i) such snow clearing does not leave snow in sidewalks or streets areas already cleared by the Town, ii) is incidental to or necessary for clearing access to private driveways, private sidewalks, private buildings or mailboxes and/or iii) does not prevent or impede regular snow removal operations conducted by the Town to any greater extent than those regular Town snow removal operations would or should have done.

d. For the purposes of this Section 18, the term "regular snow removal operations" shall refer to and mean those snow removal operations, which are regularly or routinely conducted by the Town, including the manner they are regularly or routinely conducted by the Town, in a timely manner practicable after a snowstorm. The scope of 'regular snow removal operations' may be established by the custom and practice of the Town's actual snow removal activities or periodic publication on the Town's website of a list of the public ways designated or assigned to be cleared by the Town's snow removal operations.

e. For the purposes of this Section 18, the term "public way(s)" shall include i) all improved streets or portions of improved streets and improved sidewalks to which the public has right of access, ii) all pedestrian crosswalks and iii) all areas of entry to and from pedestrian crosswalks where such areas are located on public property. ~~.~~

f. In the event of extreme conditions which would make compliance with subsection b above impractical or which would create a significant hardship regarding such compliance, the provisions of subsection b above may be temporarily suspended by either i) the Board of Selectmen, ii) the Police Chief or iii) the Director of Department of Public Works. The period for any temporary suspension shall not exceed 30 days, however, consecutive temporary suspensions may be made consistent with the first clause of this subsection f. Any such temporary suspension shall be in writing and shall be prominently posted on the Town's website. Such temporary suspensions may be for the entire town or specified streets or portions of streets identified by address or cross streets.

g. After consultation with the Police Chief and the Director of Public Works and a subsequent or concurrent public hearing, the Board of Selectmen may exempt any improved portion of i) any public sidewalk, ii) public street or iii) public way, or any part(s) thereof, from the provisions of subsection b above. Such exemption shall be subject to subsequent revocation by the Board of Selectmen after further consultation and a further public hearing. Any vote of the Board of Selectmen under this subsection shall be included in the Town's Traffic Rules and Regulations.

h. Enforcement of this By-Law shall be in accordance with Article 92 Sections 2 and 3 of the Town By-Laws with the addition that any employee of the Department of Public Works shall be an enforcing person under Article 92 Section 2.2 but the Director of the Department of Public Works shall be the only employee of the Department of Public Works who shall be considered an enforcing person under Article 92 Section 3.

~~the exception of~~ T~~t~~he following schedule of fines and specific provisions shall apply:

~~Violations before November 1, 2019:~~

~~Any and all occurrence(s)~~	~~Notice of Violation~~

~~Violations subsequent to November 1, 2019:~~

First occurrence:	Notice of violation
Second occurrence:	$50
Third occurrence:	$100
Fourth and subsequent occurrences:	$200

The property owner committing such violation shall be liable for any and all fines under this section. Any property owner employing other persons for snow removal purposes shall be responsible for any violations committed by such other persons. Each day upon which a violation occurs shall constitute a separate violation, provided that no subsequent violation may be cited until a notice of violation has been received for the preceding violation."

End of Motion

Motion:

Move to delete subsection b of Section 18 Snow Removal of Article 50 Police Regulations of the Town of Natick By-Laws which subsection currently reads

"b. No person shall deposit snow into any public way after it has been plowed."

and to insert the following:

"b. No person(s) except employees and contractors of the Town in the lawful or authorized performance of Town snow removal duties, shall either move snow into and leave such snow within, or deposit and leave snow in any improved portion of i) any public sidewalk, ii) public street or iii) public way or any part(s) thereof, so as to obstruct or impede regular snow removal operations of the Town.

c. Such prohibition above shall not prevent and shall not apply to the clearing of snow, by persons other than Town employees or town contractors, from either public ways, or improved sidewalk or street portions of public ways, where snow is or has been left un-cleared by Town snow removal operations; provided that i) such snow clearing does not leave snow in sidewalks or streets areas already cleared by the Town, ii) is incidental to or necessary for clearing access to private driveways, private sidewalks, private buildings or mailboxes and/or iii) does not prevent or impede regular snow removal operations conducted by the Town to any greater extent than those regular Town snow removal operations would or should have done.

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e. For the purposes of this Section 18, the term "public way(s)" shall include i) all improved streets or portions of improved streets and improved sidewalks to which the public has right of access, ii) all pedestrian crosswalks and iii) all areas of entry to and from pedestrian crosswalks where such areas are located on public property. -

f. In the event of extreme conditions which would make compliance with subsection b above impractical or which would create a significant hardship regarding such compliance, the provisions of subsection b above may be temporarily suspended by either i) the Board of Selectmen, ii) the Police Chief or iii) the Director of Department of Public Works. The period for any temporary suspension shall not exceed 30 days, however, consecutive temporary suspensions may be made consistent with the first clause of this subsection f. Any such temporary suspension shall be in writing and shall be prominently posted on the Town's website. Such temporary suspensions may be for the entire town or specified streets or portions of streets identified by address or cross streets.

Commented [GP1]: Per discussion with Chief Hicks.

Commented [GP2]: Per discussion with Chief Hicks. DPW has street and sidewalk assignments for snow removal operations. This section allows that a list of streets, etc but not workers could be on the website.

Commented [GP3]: Requested by Chief Hicks.

Commented [GP4]: Requested by Chief Hicks.

g. After consultation with the Police Chief and the Director of Public Works and a subsequent or concurrent public hearing, the Board of Selectmen may exempt any improved portion of i) any public sidewalk, ii) public street or iii) public way, or any part(s) thereof, from the provisions of subsection b above. Such exemption shall be subject to subsequent revocation by the Board of Selectmen after further consultation and a further public hearing. Any vote of the Board of Selectmen under this subsection shall be included in the Town's Traffic Rules and Regulations.

h. Enforcement of this By-Law shall be in accordance with Article 92 Sections 2 and 3 of the Town By-Laws with the addition that any employee of the Department of Public Works shall be an enforcing person under Article 92 Section 2.2 but the Director of the Department of Public Works shall be the only employee of the Department of Public Works who shall be considered an enforcing person under Article 92 Section 3.

~~the exception of~~ T~~t~~he following schedule of fines and specific provisions shall apply:

~~Violations before November 1, 2019:~~

~~Any and all occurrence(s)~~	~~Notice of Violation~~

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Fourth and subsequent occurrences:	$200

The property owner committing such violation shall be liable for any and all fines under this section. Any property owner employing other persons for snow removal purposes shall be responsible for any violations committed by such other persons. Each day upon which a violation occurs shall constitute a separate violation, provided that no subsequent violation may be cited until a notice of violation has been received for the preceding violation."

End of Motion

Commented [GP5]: From Finance Committee member comments. This change adds a public hearing requirement for any exemption and allows that the required consultation could be previous to or at that public hearing.

Commented [GP6]: Per discussion with Chief Hicks who suggested this document and commented it could be inserted as an Appendix.

Commented [GP7]: Chief Hicks requested that the DPW be added to enforcement simply because they will very often be the first to see either an actual violation or the result of a violation.

Article 92 Section 2.2 allows (but does not compel) any authorized person to enforce a bylaw. Article 92 Section 3 requires any authorized person who receives a complaint from the public to enforce a bylaw.

The added language allows any member of the DPW to enforce but does not require them to enforce if they get a public complaint. That would be a burden to their snow removal job. However, the DPW Director would be the only DPW employee who can act on public complaint as would all others listed in Article 92 Section 3.

Commented [GP8]: The pre and post November 1, 2019 timing is deleted. Any ByLaw amendment vote of Town Meeting does not become effective until 7 days after Town Meeting dissolves, until after the AG approves the ByLaw and until after the Town Clerk posts the By Law amendment in every precinct. These requirements are not likely to be fulfilled for the winter of 2018-2019.

ITEM TITLE: Reappoint Avigail Shimshoni as the Natick Center Associates Designee to the Design Review Board

ITEM SUMMARY: Term Expires 6/30/2021

ATTACHMENTS:

Description	Upload Date	Type
Email from NCA	9/28/2018	Cover Memo

Donna Donovan <ddonovan@natickma.org>

NCA DRB Designee

1 message

Athena <info.natickcenter@gmail.com> Fri, Sep 21, 2018 at 1:15 PM
To: Donna Donovan <ddonovan@natickma.org>
Cc: ashimsho@alum.mit.edu

Hi Donna,

I wanted to let you know that at the NCA Board Meeting on Wed., Sept. 19th, the Board approved the continuation of Avigail Shimshoni as the NCA Designee on the DRB.

Let me know if you need anything else and have a good weekend,

Athena

Athena Pandolf
Executive Director
Natick Center Cultural District
ph: (508) 650-8848
www.NatickCenter.org

ITEM TITLE: Accept the Resignation of Rick White from the West Natick Fire Station Building Committee

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Resignation	9/28/2018	Cover Memo

Donna Donovan <ddonovan@natickma.org>

Resignation from Station 4 Building Committee

1 message

Rick White <rickw@natickma.org> Tue, Sep 25, 2018 at 6:13 PM
To: Donna Donovan <ddonovan@natickma.org>, Diane Packer <dpacker@natickma.org>

Dear Board of Selectmen,

I am resigning from the Station 4 Building Committee so I can chair the Yes for Fire Station 4 Committee. I want to thank you for making a special appointment to allow me to stay on the building committee after I retired. Now it looks like I'm needed to help convince the voters to fund this very important project. I hope we are successful. Thank you, all, again.

Respectfully,

Chief Richard A. White
Retired Chief of Department
Natick Fire Department
508-962-1361 (mobile)

ITEM TITLE: Approve Banner Requests for Sustainability & DPW

ITEM SUMMARY:
a. DPW-Recycling Banner 11/7-11/18/18
b. DPW-Textiles Banner 11/19-11/25/18
c. Sustainability- Water Conservation Banner 3/27-4/7/19
d. Sustainability-Earth Day Banner 4/22-4/28/19
e. Sustainability-Water Conservation Banner 5/6-5/12/19

ATTACHMENTS:

Description	Upload Date	Type
Revised Dates-T. O'Neil	9/26/2018	Cover Memo
Requested Dates-J. Wilson Martin	9/26/2018	Cover Memo

Town of Natick
Massachusetts 01760
Home of Champions

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

MEMORANDUM

TO: Board of Selectmen

FROM: Trish O'Neil

DATE: September 26, 2018

RE: **Revised Dates for Sustainability and DPW Banners**

Since some of the dates requested for banner hanging were already booked, I discussed alternative dates with Ms. Wilson Martin. Following is the revised schedule for which Ms. Wilson Martin seeks approval.

DPW Recycling	11/7-11/18/18
DPW Textiles	11/19-11/25/18
Sustainability Water Conservation	3/27-4/7/19
Sustainability Earthy Day	4/22-4/28/19
Sustainability Water Conservation	5/6-5/12/19

cc: Jillian Wilson Martin, Sustainability Coordinator

Board of Selectmen ▪ 13 East Central Street ▪ Natick, Massachusetts 01760 ▪ Phone: (508) 647-6410 ▪ Fax (508) 647-6401
Website: www.natickma.gov ▪ Email: selectmen@natickma.org

Patricia O'Neil <poneil@natickma.org>

Sustainability and DPW Banner Requests for FY19

4 messages

Jillian Wilson-Martin <jwmartin@natickma.org> Wed, Sep 5, 2018 at 10:02 AM
To: Patricia O'Neil <poneil@natickma.org>
Cc: "Bill Chenard," <chenard@natickma.org>, Jeremy Marsette <jmarsette@natickma.org>, Tom Hladick <thladick@natickma.org>

Hi Trish,

Per our discussion regarding the BOS agenda for 9/17, could you please include a Main St banner request? We are requesting the following dates to promote recycling, water and Earth Day campaigns.

10/15-10/21
11/5-11/11
3/18-3/24
4/22-4/28
5/6-5/12

[redacted]

Thank you, Jillian

Jillian Wilson-Martin
Sustainability Coordinator
Town of Natick
75 West Street
Natick, MA 01760

508-647-6555

banner ltr.doc
31K

[redacted]

ITEM TITLE: Approve and Sign Small Business Saturday Proclamation

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	9/26/2018	Cover Memo
Fact Sheet	9/26/2018	Cover Memo
Proclamation	9/27/2018	Cover Memo

Patricia O'Neil <poneil@natickma.org>

2018 Small Business Saturday Proclamation Request

2 messages

Pam Woo <pwoo@wipp.org> Wed, Sep 12, 2018 at 11:30 AM
To: "selectmen@natickma.org" <selectmen@natickma.org>

Dear Chair Mistrot,

Women Impacting Public Policy (WIPP) and the Small Business Saturday Coalition are asking you to renew support for Small Business Saturday, the national effort to drive consumers to shop at local independently owned businesses on the Saturday after Thanksgiving, November 24, 2018.

Specifically we request that your office issue a 2018 proclamation promoting Small Business Saturday in Natick. As a supporting community, you will be listed on the ShopSmall.com website.

We invite you to join in demonstrating your commitment to the small business constituents you serve. Falling between Black Friday and Cyber Monday, we believe Small Business Saturday is essential to the preservation of the neighborhoods that compose the landscape of your local economy and enrich its unique culture.

I have attached a Small Business Saturday overview and sample proclamation you can use to further amplify your support of small businesses in Natick.

In 2017, 700+ city, county, and town officials joined together to support Small Business Saturday. Below are some highlights from last year:

- An estimated four in 10 (43%) American adults shopped or dined small on Small Business Saturday.
- 70% of U.S. consumers are aware of Small Business Saturday.
- 73% of consumers who reportedly Shopped Small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family.
- The most reported reason for consumers aware of the day to shop and dine at small, independently-owned businesses was to support their community (64%).

If you would like additional information about Small Business Saturday and the initiative to shop small and local, please visit www.shopsmall.com or do not hesitate to contact me at (415) 434-4314 or pwoo@wipp.org.

As soon as we receive your reply and a copy of your signed proclamation, we will add you to the list of Small Business Saturday 2018 supporters. Please note we must receive a copy of your signed proclamation via email or mail by November 15, 2018 for listing on the Shop Small website.

Thank you for your consideration,

Pam

Pam Woo, Small Business Saturday Coalition
Senior Director of Finance and Operations, Women Impacting Public Policy (WIPP)
PO Box 31279, San Francisco, CA 94131
Phone: (415) 434-4314 — Fax: (415) 434-4331
PWoo@WIPP.org — www.WIPP.org — www.ShopSmall.com

http://www.wipp.org/resource/resmgr/sbs/SBS2018FactSheet.pdf

http://www.wipp.org/resource/resmgr/sbs/SBS2018ProclamationSample.docx

[This email message and any attachments are intended solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, or responsible for delivering this email, you are strictly prohibited from reading or disclosing it. If you received this email in error, please notify us by reply email and permanently delete this message and any attachments.]

2 attachments

SBS2018ProclamationSample_docx.html
1K

SBS2018FactSheet_pdf.html
1K

Amy Mistrot <amistrot@natickma.org> Tue, Sep 18, 2018 at 7:34 AM
To: Selectmen <selectmen@natickma.org>

Hi T & D,
Given the interest by the Board to support Small Business Saturday, can you please personalize the attached proclamation for Natick's use and add this to the 10/1 agenda? There is a registration step after that we can follow up with after Board approval.
Thanks,
Amy
[Quoted text hidden]

2 attachments

SBS2018ProclamationSample_docx.html
1K

SBS2018FactSheet_pdf.html
1K

WHAT IS SMALL BUSINESS SATURDAY?

Small Business Saturday® was created in 2010 in response to small business owners' most pressing need: more customers. Falling between Black Friday and Cyber Monday, It's a day dedicated to supporting the diverse range of local businesses that help create jobs, boost the economy, and enhance neighborhoods around the country.

WHY SUPPORT SMALL BUSINESS SATURDAY?

- Demonstrates commitment to the communities in which we live
- Creates goodwill within the communities
- When we support small businesses, jobs are created and local communities preserve their unique culture

WHAT PEOPLE ACROSS THE NATION ARE SAYING ABOUT 2017 SMALL BUSINESS SATURDAY*:

"Small Business Saturday continues to be a widely celebrated holiday in our community – and the businesses feel it, our sales were up by 10%!"
– Annie's Blue Ribbon General Store, Ann Cantrell in Brooklyn, NY

"It's a day where supporting one's favorite local merchants is also a bit of economic activism. And for us, it is a time when Merz can highlight what makes us special and thank our customers for their support. Small Business Saturday is a very special day."
– Merz Apothecary, Anothony Qaiyum in Chicago, IL

"For Franny & Jet it's not only crucial to my sales for each holiday season, but it's also as equally important to actively getting both my local and online community involved and supportive of my small apothecary business."
– Franny & Jet, Kevin Christine in San Diego, CA

"At Robin's Candy Shop, Small Business Saturday sales have eclipsed Black Friday Sales by more than 40% over the last five years. The day has become a celebration of sweets, treats and smiles!"
– Robin's Candy, Robin Helfand in Great Barrington, MA

**If you would like to include any of this content please reach out to meganh@mbooth.com.*

2017 SMALL BUSINESS SATURDAY FACTS:

- "An estimated four-in-ten (43%) American adults shopped or dined small or Small Business Saturday in 2017[1]
- The U.S. Senate unanimously passed a resolution recognizing November 25, 2017 as Small Business Saturday, supporting efforts to encourage consumers to shop locally, increase awareness of the value of locally owned small businesses and highlight these businesses' impact on the U.S. economy
- Elected officials in all 50 states and Washington, D.C., championed Small Business Saturday
- More than 7,200 Neighborhood Champions around the country rallied local businesses and created events and activities in their communities
- 575 small business advocate groups joined the Small Business Saturday Coalition, up 18 percent from 2016
- Nearly 100 companies, including Grubhub, Etsy, Ace Hardware, Square, FTD and Liberty Mutual Insurance came together to promote Small Business Saturday and the Shop Small movement.
- From the first of November through the 25th, there were more than 605,000 social media posts combined on Facebook, Instagram and Twitter about Small Business Saturday and/or the Shop Small Movement, and nearly 177,000 were posted on November 25th alone.

JOIN THE COALITION:

Building on the success of the previous seven years, we plan to scale this year's Small Business Saturday by expanding the coalition of supporters and creating more local events around the country. This includes support from advocacy organizations that join the initiative to motivate constituents through incentives and offers to Shop Small® on November 24, 2018.

The coalition will be led by Women Impacting Public Policy, a business advocacy organization representing small businesses. Join Us!

Contact info: Jason Lalak, Vice President, Women Impacting Public Policy (WIPP) |Phone: (415) 434-4314 |
Email: JLalak@wipp.org

[1]Small Business Saturday Consumer Insights Survey by National Federation of Independent Business (NFIB) and American Express. (November 26th, 2017). Based on consumer self-reported data and does not reflect actual receipts or sales.

Town of Natick
Massachusetts 01760
Home of Champions

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

Proclamation

Whereas, the government of Natick, Massachusetts, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 65.9 percent of net new jobs created from 2000 to 2017, and

Whereas, small businesses employ 47.5 percent of the employees in the private sector in the United States; and

Whereas, 90% of consumers in the United States say Small Business Saturday has had a positive impact on their community; and

Whereas, 89% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

Whereas, 73 percent of consumers who reportedly Shopped Small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family; and

Whereas, the most reported reason for consumers aware of the day to shop and dine at small, independently-owned businesses was to support their community (64 percent); and

Whereas, the Town of Natick, Massachusetts supports local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday;

Now, therefore, the Natick Board of Selectmen hereby proclaims November 24, 2018 as

Small Business Saturday

And urges the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Amy K. Mistrot, Chair

Jonathan H. Freedman

Susan G. Salamoff, Vice Chair

Richard P. Jennett, Jr.

Michael J. Hickey, Jr., Clerk

Board of Selectmen ▪ 13 East Central Street ▪ Natick, Massachusetts 01760 ▪ Phone: (508) 647-6410 ▪ Fax (508) 647-6401
Website: www.natickma.gov ▪ Email: selectmen@natickma.org

ITEM TITLE: Weekly Warrant Review 9/25/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
9/25/18	9/26/2018	Cover Memo

Town of Natick
Massachusetts
01760

Office of the Comptroller

Date: Sept 20, 2018

From: Cyndi Tomasetti
Staff Accountant

To: Board of Selectmen

Subject: Warrant Review

In accordance with Board of Selectmen's procedures, the Chairperson was sent the following warrants for review and signature on August 24, 2018

Warrant Type	Warrant Number	Check date	Amount
Payroll	2019-14P	9/25/18	2,324,669.68
Warrants payable	2019-14S	9/25/18	179,411.90
Warrants payable	2019-14R	9/25/18	9,421.88
Warrants payable	2019-14T	9/25/18	1,129,530.67
Warrants payable	2019-14NC	9/25/2018	782,425.06

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

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

ITEM TITLE: Sign November 6, 2018 State Election Warrant

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Election Warrant	10/1/2018	Cover Memo

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

THE COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss

To any Constable of the Town of Natick in said County:

GREETING:
In the name of the Commonwealth of Massachusetts you are hereby required to notify the qualified voters of the said Town of Natick to meet at:

The voters of Precinct 1	Brown School
The voters of Precinct 2	Cole Recreational Building
The voters of Precinct 3	Brown School
The voters of Precinct 4	Wilson Middle School
The voters of Precinct 5	Wilson Middle School
The voters of Precinct 6	Lilja School
The voters of Precinct 7	Community Senior Center
The voters of Precinct 8	Morse Institute Library
The voters of Precinct 9	Community Senior Center
The voters of Precinct 10	Community Senior Center

on **TUESDAY, THE SIXTH DAY OF NOVEMBER 2018** from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates of political parties for the following offices:

Senator in Congress	For this Commonwealth
Governor and Lieutenant Governor	For this Commonwealth
Attorney General	For this Commonwealth
Secretary of State	For this Commonwealth
Treasurer	For this Commonwealth
Auditor	For this Commonwealth
Representative in Congress	For the Fifth District
Councillor	For the Second District
Senator in General Court	For the Norfolk, Bristol & Middlesex District
Senator in General Court	For the Second Middlesex & Norfolk District
Representative in General Court	For the Fifth Middlesex District
District Attorney	For the Northern District
Clerk of Courts	For Middlesex County
Register of Deeds	For the Middlesex Southern District

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 2, 2018?

SUMMARY

This proposed law would limit how many patients could be assigned to each registered nurse in Massachusetts hospitals and certain other health care facilities. The maximum number of patients per registered nurse would vary by type of unit and level of care, as follows:

- In units with step-down/intermediate care patients: 3 patients per nurse;
- In units with post-anesthesia care or operating room patients: 1 patient under anesthesia per nurse; 2 patients post-anesthesia per nurse;
- In the emergency services department: 1 critical or intensive care patient per nurse (or 2 if the nurse has assessed each patient's condition as stable); 2 urgent non-stable patients per nurse; 3 urgent stable patients per nurse; or 5 non-urgent stable patients per nurse;

- In units with maternity patients: (a) active labor patients: 1 patient per nurse; (b) during birth and for up to two hours immediately postpartum: 1 mother per nurse and 1 baby per nurse; (c) when the condition of the mother and baby are determined to be stable: 1 mother and her baby or babies per nurse; (d) postpartum: 6 patients per nurse; (e) intermediate care or continuing care babies: 2 babies per nurse; (f) well-babies: 6 babies per nurse;
- In units with pediatric, medical, surgical, telemetry, or observational/outpatient treatment patients, or any other unit: 4 patients per nurse; and
- In units with psychiatric or rehabilitation patients: 5 patients per nurse.

The proposed law would require a covered facility to comply with the patient assignment limits without reducing its level of nursing, service, maintenance, clerical, professional, and other staff.

The proposed law would also require every covered facility to develop a written patient acuity tool for each unit to evaluate the condition of each patient. This tool would be used by nurses in deciding whether patient limits should be lower than the limits of the proposed law at any given time.

The proposed law would not override any contract in effect on January 1, 2019 that set higher patient limits. The proposed law's limits would take effect after any such contract expired.

The state Health Policy Commission would be required to promulgate regulations to implement the proposed law. The Commission could conduct inspections to ensure compliance with the law. Any facility receiving written notice from the Commission of a complaint or a violation would be required to submit a written compliance plan to the Commission. The Commission could report violations to the state Attorney General, who could file suit to obtain a civil penalty of up to $25,000 per violation as well as up to $25,000 for each day a violation continued after the Commission notified the covered facility of the violation. The Health Policy Commission would be required to establish a toll-free telephone number for complaints and a website where complaints, compliance plans, and violations would appear.

The proposed law would prohibit discipline or retaliation against any employee for complying with the patient assignment limits of the law. The proposed law would require every covered facility to post within each unit, patient room, and waiting area a notice explaining the patient limits and how to report violations. Each day of a facility's non-compliance with the posting requirement would be punishable by a civil penalty between $250 and $2,500.

The proposed law's requirements would be suspended during a state or nationally declared public health emergency.

The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect. The proposed law would take effect on January 1, 2019.

A YES VOTE would limit the number of patients that could be assigned to one registered nurse in hospitals and certain other health care facilities.

A NO VOTE would make no change in current laws relative to patient-to-nurse limits.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 2, 2018?

SUMMARY

This proposed law would create a citizens commission to consider and recommend potential amendments to the United States Constitution to establish that corporations do not have the same Constitutional rights as human beings and that campaign contributions and expenditures may be regulated.

Any resident of Massachusetts who is a United States citizen would be able to apply for appointment to the 15-member commission, and members would serve without compensation. The Governor, the Secretary of the Commonwealth, the state Attorney General, the Speaker of the state House of Representatives, and the President of the state Senate would each appoint three members of the commission and, in making these appointments, would seek to ensure that the commission reflects a range of geographic, political, and demographic backgrounds.

The commission would be required to research and take testimony, and then issue a report regarding (1) the impact of political spending in Massachusetts; (2) any limitations on the state's ability to regulate corporations and other entities in light of Supreme Court decisions that allow corporations to assert

certain constitutional rights; (3) recommendations for constitutional amendments; (4) an analysis of constitutional amendments introduced to Congress; and (5) recommendations for advancing proposed amendments to the United States Constitution.

The commission would be subject to the state Open Meeting Law and Public Records Law. The commission's first report would be due December 31, 2019, and the Secretary of the Commonwealth would be required to deliver the commission's report to the state Legislature, the United States Congress, and the President of the United States.

The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect. The proposed law would take effect on January 1, 2019.

A YES VOTE would create a citizens commission to advance an amendment to the United States Constitution to limit the influence of money in elections and establish that corporations do not have the same rights as human beings.

A NO VOTE would not create this commission.

QUESTION 3: REFERENDUM ON AN EXISTING LAW

Do you approve of a law summarized below, which was approved by the House of Representatives and the Senate on July 7, 2016?

SUMMARY

This law adds gender identity to the list of prohibited grounds for discrimination in places of public accommodation, resort, or amusement. Such grounds also include race, color, religious creed, national origin, sex, disability, and ancestry. A "place of public accommodation, resort or amusement" is defined in existing law as any place that is open to and accepts or solicits the patronage of the general public, such as hotels, stores, restaurants, theaters, sports facilities, and hospitals. "Gender identity" is defined as a person's sincerely held gender-related identity, appearance, or behavior, whether or not it is different from that traditionally associated with the person's physiology or assigned sex at birth.

This law prohibits discrimination based on gender identity in a person's admission to or treatment in any place of public accommodation. The law requires any such place that has separate areas for males and females (such as restrooms) to allow access to and full use of those areas consistent with a person's gender identity. The law also prohibits the owner or manager of a place of public accommodation from using advertising or signage that discriminates on the basis of gender identity.

This law directs the state Commission Against Discrimination to adopt rules or policies and make recommendations to carry out this law. The law also directs the state Attorney General to issue regulations or guidance on referring for legal action any person who asserts gender identity for an improper purpose.

The provisions of this law governing access to places of public accommodation are effective as of October 1, 2016. The remaining provisions are effective as of July 8, 2016.

A YES VOTE would keep in place the current law, which prohibits discrimination on the basis of gender identity in places of public accommodation.

A NO VOTE would repeal this provision of the public accommodation law.

QUESTION 4:

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?

Yes_____ No_____

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.
You are directed to serve this warrant by causing an attested copy of said Warrant to be posted in the Post Office in said Natick, to wit: Precinct 1: Reliable Cleaners, 214 West Central Street; Precinct 2: Cole Recreation Center, 179 Boden Lane; Precinct 3: Kennedy Middle School, Mill Street; Precinct 4: Lola's, 9 No. Main St.; Precinct 5: Wilson Middle School, Rutledge Road; Precinct 6: East Natick Fire Station, Rhode Island Avenue; Precinct 7: Lilja Elementary School, Bacon Street; Precinct 8: Natick High School, 15 West Street; Precinct 9: Community Senior Center, 117 East Central Street; and Precinct 10: Memorial Elementary School, 107 Eliot Street. Above locations being at least one public place in each Precinct in the Town of Natick, and also posted in the Bacon Free Library; Morse Institute Library and Natick Town Hall seven days at least before November 6, 2018.

Given under our hands this 1st day of October 2018.

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

Board of Selectmen for the Town of Natick

Certified copies of the Warrant are available at the Office of the Town Clerk, Natick Town Hall, 13 East Central St., Natick, MA between the hours of 8:00 AM – 5:00 PM, Monday through Wednesday, 8:00 AM – 7:00 PM; Thursday and 8:00 AM - 12:30 PM on Friday and on the Town of Natick's website www.natickma.gov

OFFICER'S RETURN
COMMONWEALTH OF MASSACHUSETTS

Natick, Middlesex

Pursuant to the within warrant, I have this day notified the qualified voters to assemble at the time, place and for the purpose within mentioned as within directed.

_____
CONSTABLE SIGNATURE

_____
CONSTABLE PRINTED NAME

DATE DULY POSTED_____

Pursuant to the Town of Natick Home Rule Charter and the Town of Natick By-laws, I have caused the election warrant for the 2018 State Election and a notice of availability of said warrant to be published in the newspaper called *The MetroWest Daily News* and has been posted to the Town of Natick website www.natickma.gov.

_____
Town Clerk

Date: _____

ITEM TITLE: Approve Meeting Minutes

ITEM SUMMARY: 7/23/18, 8/6/18, 8/14/18, 8/20/18, 8/27/18, 9/6/18, 9/13/18, 9/17/18, 9/24/18

ATTACHMENTS:

Description	Upload Date	Type
7/23/18	9/26/2018	Cover Memo
8/6/18	9/26/2018	Cover Memo
8/14/18	9/26/2018	Cover Memo
8/20/18	9/26/2018	Cover Memo
8/27/18	9/26/2018	Cover Memo
9/6/18	9/26/2018	Cover Memo
9/13/18	9/26/2018	Cover Memo
9/17/18	9/26/2018	Cover Memo
9/24/18	9/26/2018	Cover Memo

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL
July 23, 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: Town Administrator Melissa A. Malone and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 7:07 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.

ANNOUNCEMENTS

Mr. Hickey announced that Natick has a new contract, effective July 2018 to July 2019, with Public Power to supply electricity to the Town at a rate of 11.427 cents per kWh for the default Standard Green option and 11.299 cents per kWh for the Natick Basic option. Residents currently participating in the electricity aggregation program will be automatically enrolled.

Ms. Salamoff invited resident artists to submit creative concepts to enhance public spaces in Natick Center (Moran Park, Adams Street, and Natick Common) as part of the Creative PlaceMaking grant received by the Town. Submissions will be accepted from July 23rd to August 6th.

Mr. Hickey noted that last Friday, July 20th, the Police Department held its fifth annual youth academy graduation ceremony from which 30 young male and female cadets graduated.

CITIZEN'S CONCERNS

Bob Kaplan of 5 Crest Road asked that the Selectmen consider whether Natick's single tax rate is really appropriate for Natick residents and whether, alternatively, a split tax rate would be of more benefit to residents. Ms. Mistrot stated the tax rate would be looked at again in November.

Josh Ostroff of Erlandson Road reminded the public of tomorrow night's public forum regarding a Town parking garage, which will be held in Lebowitz Room of the Morse Institute Library by Walker Consultants.

Ms. Salamoff announced that the same study will be presented on the 26th at 8:00 a.m. to Natick Merchants in the School Committee Meeting Room.

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Donna McKenzie, a Town Meeting and School Committee Member, complained about Fiske Street and Fiske Lane, wondering why the street could not be repaved and noted that patching the areas has made the pavement problems worse.

REQUESTED ACTION

1. Approve Requests to Accept Donations to Recreation & Parks Department to Offset Fees Associated with Camp Arrowhead: Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to approve acceptance of donations from the following to the Recreation & Parks Department.
    a. Mr. & Mrs. Roger McClure & Family in memory of Matt Foley, a former Camp Arrowhead camper
    b. Rosemary & John Kelley
    c. Jennifer Desimone
    d. Archbishop of Boston, St. Patrick's Parish

2. Interviews for Appointments to the Bacon Free Library Maintenance Committee: Mr. Hickey moved to pull item 20 (resignation of John Manning from the Bacon Free Library Maintenance Committee) from the Consent Agenda in order to accept his resignation prior to voting on new appointments. Mr. Freedman seconded the motion and the Board voted 5-0-0 in favor. Mr. Hickey, seconded by Mr. Freedman, moved to accept Mr. Manning's resignation and the Board voted 5-0-0 in favor. Mr. Freedman, seconded by Mr. Hickey, moved to appoint Bob Foley to a three-year term, to expire on June 30, 2021, and the Board voted 5-0-0 in favor. Moved by Mr. Hickey and seconded by Mr. Freedman, the Board voted 5-0-0 in favor of appointing Demetri Kyriakis to fulfill the term, through June 30, 2019, vacated by Mr. Manning's resignation.

3. James Freas – Interview for Appointment to the Transportation Advisory Committee: Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 to appoint Mr. Freas to the Committee with a term ending June 30, 2021.

4. Kelsey Hampton – Interview for Appointment to the Community Services Advisory Committee: Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 to appoint Ms. Hampton to the Committee with a term ending June 30, 2021.

5. Application for Class II (Sale of Used Motor Vehicles) License – Bostonyan Auto Group, Inc.: Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve a Class II license for Aramayis Melikyan, d/b/a Bostonyan Auto Group, Inc.

6. Public Hearing – Grant of Location, Eversource: Mr. Hickey read the Public Hearing Notice aloud. Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 to open the Public Hearing. Mr. Chenard presented on behalf of the Town Engineer, noting that a memo from Mr. McDowell noted no objections. Mr. Freedman expressed frustration that the applicant, Eversource, was not present. Mr. Chenard assured Mr. Freedman that the Engineering Department would inspect the work performed by Eversource once done, and then again in a year to be sure all is acceptable. Mr. Freedman, seconded by Mr. Jennett, moved to close the Public Hearing and the Board voted 5-0-0 in favor. Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 in favor of approving the Grant of Location.

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7. Public Hearing – Application for S12 Innholder All Alcohol Beverage License – Colwen Management, Inc., d/b/a Residence Inn: Mr. Hickey read the Public Hearing Notice aloud. Mr. Freedman, seconded by Ms. Salamoff, moved to open the Public Hearing and the Board voted 5-0-0 in favor. Attorney Steve Miller of McDermott, Quilty & Miller, LLP spoke on behalf of Residence Inn and introduced David Laurent, who will be manager when the inn opens in the fall of 2019. Concerns were raised over the lack of a recommendation from Lt. Lauzon as relates to serving alcohol in the patio area. Mr. Laurent stated he met with Lt. Lauzon and all of those issues were addressed and recommendations made. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted to close the Public Hearing by a vote of 5-0-0. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted to approve the alcohol license contingent upon adherence to patio recommendations made by Lt. Lauzon. The Board voted 5-0-0 in favor.

8. Public Hearing – Application for S12 Wine and Malt Beverage Restaurant License – Chipotle Mexican Grille of Colorado, LLC: Mr. Hickey read the Public Hearing Notice aloud. Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 to open the Public Hearing. Attorney Steve Miller of McDermott, Quilty & Miller, LLP requested to continue this item to the August 6th Selectmen's Meeting. Mr. Jennett, seconded by Ms. Salamoff, moved to continue the Public Hearing to August 6th and the Board voted 5-0-0 in favor of the motion.

9. Consider Request of MetroWest Chamber of Commerce to Host a Fundraising Festival at Lookout Farm: Paul Joseph, the President and CEO of the MetroWest Chamber of Commerce and the MetroWest Chamber Education Foundation, is interested in holding a fundraising event at Lookout Farm to benefit the Education Foundation and will require one-day alcohol and entertainment licenses. Lookout Farm will run the operation but the event is a Chamber event and the Chamber will be the license holder. Discussion ensued about logistics of the event and after much discussion, and by two separate motions by Mr. Jennett, both seconded by Mr. Freedman, the Board cast two votes of 5-0-0 in favor of granting a one-day alcohol license and a one-day entertainment permit.

10. Procurement Officer – Generator for Fire Station #2: Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 to award the contract for a replacement generator at Fire Station 2 (in South Natick) to South Shore Generator, Inc. in the amount of $20,103.69 for all work outlined in their quote.

11. Approve Kennedy Middle School Project Funding Agreement and Authorize Town Administrator to Sign Agreement: Mr. Chenard stated that the Kennedy School Funding Agreement between the Town of Natick and the Massachusetts School Building Authority is non-negotiable and the terms cannot be modified. The MSBA grant will not exceed $37,313,724. The State will reimburse the Town through that grant incrementally as the project progresses.

BOARD OF SELECTMEN UPDATES

12. Comptroller – Quarterly Reports, January-March and April-June 2018: Comptroller Arti Mehta provided quarterly financial reports for the last half of Fiscal Year 2018, including revenue collection as of June 29th, 2018 and expenditures as of June 30th, 2018. Detailed records can be found in the Comptroller's Office.

DISCUSSION AND DECISION

13. Administrative Approval of Various Licenses and Permits: This will be postponed to the August 6th agenda – an opinion is needed from Town Counsel.

14. Appointment of Pro Bono Legal Counsel to Assist Affordable Housing Trust Fund Related to Easement for Bacon Street Duplex Sewer Connection: Mr. Hickey, seconded by Ms. Salamoff, moved to appoint Attorney Glenn Kramer as Special Counsel on a pro bono basis to assist the Affordable Housing Trust Fund related to the easement for the Bacon Street duplex sewer connection. The Board voted 5-0-0 in favor.

15. West Natick Fire Station Financing Options: John Ciccariello disclosed that a quorum of the West Natick Fire Station Building Committee was present at this evening's meeting, noting that a Committee meeting was posted in compliance with OML. Town Administrator Melissa Malone and Deputy Town Administrator/Director of Finance provided a presentation regarding a potential funding mechanism for the West Natick Fire Station. Ms. Malone noted that Kennedy Middle School is included in this presentation to get a feel for what the funding would look like for both of these large capital projects. Ms. Malone opined that the fire station project cannot be done within tax levy and as such will require a debt exclusion. The deadline to place a debt exclusion question on the state ballot in November is August 1st. After further discussion, Ms. Salamoff moved, seconded by Mr. Freedman, to have Bond Counsel develop a ballot question for a debt exclusion to be included on the November 2018 State Election ballot. The Board voted 5-0-0 in favor of the motion and discussed attempting to have a draft motion within the next couple of days.
16. Approve Amended Meeting Minutes of 5/26/2015: Mr. Hickey suggested a revision to the minutes and Mr. Freedman, seconded by Mr. Jennett, moved to approved the minutes with the requested revision. The Board voted 5-0-0 in favor.

CONSENT AGENDA

The Chair asked if any members of the public or the Board would like to discuss any item on the Consent Agenda. Mr. Hickey asked to remove items 26 and 29 for discussion. The Chair asked for a motion to approve the remainder of the Consent Agenda. Moved by Jennett and seconded by Mr. Hickey, the Board voted unanimously to approve the Consent Agenda, excluding the items removed and conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments.

Regarding item 26, Mr. Hickey requested a change to the 6/25/18 minutes. Mr. Freedman, seconded by Mr. Jennett, moved to approve all minutes with changes to the 6/25/18 minutes as requested by Mr. Hickey. The Board voted 5-0-0 in favor of the motion.

Regarding item 29, Mr. Hickey inquired as to why this item was again on the agenda since it was recently approved by the Board. Ms. Malone provided the context that the MBTA had canceled the work planned for a previous weekend to repair the Natick Center Commuter Rail Station North Stairs and then rescheduled their contractor to complete the work over the past weekend without consulting the Town. The Administration and Police Department arranged for the repairs to go forward since the stairs were presenting a hazardous situation and the request at this evening's meeting is for the Board to provide approval after the fact to ratify what has already been done. Ms. Salamoff, seconded by Mr. Hickey, moved to approve item 29 and the motion was approved by a vote of 5-0-0.

SELECTMEN SUBCOMMITTEE / LIAISON UPDATES

Ms. Salamoff gave an overview of a recent Natick Center Associates meeting, noting a variety of changes in Natick Center, including a new retail store, Paper Fiesta; a soft opening around August 10th of a new restaurant, Dates and Olives; relocation of LeBelle Day Spa, Caldwell Banker, and La Crème Salon; the purchase of the properties at 1 South Main Street and 717 Washington Streets; and new ownership at Agostino's, which is still undergoing renovation.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

Mr. Jennett mentioned that grants were received from the Department of Energy Resources and asked that Ms. Wilson Martin attend a future meeting to speak to these.

Ms. Salamoff mentioned that she is working on a Resolution in honor of Lynda Simkins, the recently retired Executive Director of the Natick Community Organic Farm, and would like to present it to her at a Selectmen's Meeting in the fall as well as have it read into the record at the 2018 Fall Annual Town Meeting.

ADJOURNMENT

On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board voted unanimously, confirmed by a roll call vote, to adjourn the Board of Selectmen's Meeting at 11:10 p.m.

_____

Michael J. Hickey, Jr., Clerk

July 23, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on October 1, 2018

All documents used at this Board of Selectmen meeting are available at:
https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=532&MinutesMeetingID=-1&doctype=Agenda

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BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES
EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL
August 6, 2018
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 A. Malone, Deputy Town Administrator/Operations Bill Chenard, and Executive Assistant Trish O'Neil

The Chair called the meeting to order at 6:01 p.m., noting that a quorum (Ms. Mistrot, Ms. Salamoff, and Mr. Jennett) was present and that the meeting had been duly posted, and requested a motion to enter into Executive Session to discuss matters pertaining to the purchase, exchange, lease, or value of real property (Sawin House and Mechanic Street) and discussion of strategy under purpose 3 (NPOA v. JLMC and the Town of Natick, 1884 CV 02333 and Massachusetts Opioid Litigation Attorneys [MOLA]), 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 and litigation positions and the Town's interests. Ms. Salamoff, seconded by Mr. Jennett, moved to enter into Executive Session and, by a roll call vote, the Board voted 3-0-0 in favor of the motion. The Board entered into Executive Session at 6:05 p.m., the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m. All five Board Members were present when Executive Session convened.

Open Session reconvened at 7:16 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS

Mr. Hickey read an announcement from the Department of Public Works regarding a new option for residents with a valid Recycling Center sticker for disposition of cooking oil at the Recycling Center on West Street during regular hours of operation.

Mr. Hickey also read an announcement regarding the need for volunteers to help plan the ninth consecutive Natick Earth Day festival scheduled for April 29, 2019 and provided appropriate contact information.

Ms. Salamoff announced that there are four vacancies on the Council on Aging.

CITIZEN'S CONCERNS

Paul Griesmer, a Town Meeting Member from Precinct 7, expressed concern that the Zoning Board of Appeals may be operating with six full members when, in fact, the requirement is for five full members, indicating that the person most recently appointed to the Board should have been appointed an associate member but was instead appointed as a full member. He also noted that the Board has had the same member serving as the Chair for seven years, conflicting with the ZBA rule that no member can serve as

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chair for longer than two years, with the exception that this rule can be explicitly voted on and waived by the ZBA to allow a member to serve as Chair for a third consecutive year. He worried that such inconsistencies would invalidate past decisions made by the ZBA, and believed that no valid permit for the Cloverleaf project was ever filed. The Chair stated this would be reviewed and addressed at the next Selectmen's Meeting on August 20th.

Bob Awkward, a Town Meeting Member from Precinct 10, presented with members of the South Natick Neighborhood Association to address the acquisition of the 22 Pleasant Street property, Town Meeting having previously taken two votes to direct the Board of Selectmen to acquire the property. He inquired where the Town is with respect to the acquisition. The Chair stated that a response to Mr. Awkward's inquiry would be provided at the next Selectmen's Meeting on August 20th.

Joan _____, an abutter to Jennings Pond, stated that the pond is completely clogged with weeds and other debris, noting that she has written to the Town's Conservation Agent, Victoria Parsons, and would be interested in doing whatever she can to keep the watershed flowing. The Chair asked to have this topic included on the August 20th Selectmen's Agenda.

REQUESTED ACTION

1. **Director of Public Health – Accept Donation to the Board of Health from the Family of Dr. and Mrs. Anthony Capobianco:** Jim White introduced Donald Breda, Chairman of the Board of Health, who expressed gratitude to the Capobianco Family for its very generous gift of $10,000. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the Board of Health's request to accept the donation.

2. **Public Hearing – Square Dedication in Honor of Sgt. Lawrence "Vangie" Sticka at Church and East Central Streets**: Mr. Hickey read the Public Hearing Notice aloud. The Board voted 5-0-0 to open the Public Hearing on a motion by Mr. Freedman that was seconded by Ms. Salamoff. Paul Carew, Natick Veterans' Services Officer provided background information regarding Sgt. Vangie, a "Townie" and Natick Firefighter who served honorably in the Marine Corps. The square dedication is planned for August 18th at noon. Upon the Chair's inquiry, no comments or questions were made or asked by the public. Mr. Jennett, seconded by Ms. Salamoff, moved to close the Public Hearing and the motion passed on a vote of 5-0-0. Mr. Jennett, seconded by Mr. Freedman, moved to authorize the square dedication and the Board voted 5-0-0 in favor.

   As an aside, Mr. Carew stated he attended an event for the 83rd Infantry Division, eight of whose members are still living and seven of whom attended. Mr. Carew presented each with certificates from Veterans' Services and the Natick Service Council.

   To the surprise of Mr. Carew, Ms. Malone announced that a $25,000 grant has been provided to the Natick Service Council to help with funding for a substance abuse program for veterans in fiscal year 2019.

3. **Public Hearing – Grant of Location at 190 Main Street to Lightower**: Mr. Hickey read the Public Hearing Notice aloud. The Board voted 5-0-0 to open the Public Hearing on a motion by Mr. Jennett that was seconded by Mr. Freedman. Henry Rossetti presented on behalf of Lightower and answered multiple questions asked by the Board regarding logistics and safety. With no comments

or questions from the public, Mr. Jennett, seconded by Ms. Salamoff, moved to close the Public Hearing and the Board voted 5-0-0 in favor. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 in favor of approving the grant of location.

4. **Public Hearing – Change of Address from 10 Border Road to 19 Winslow Road**: Mr. Hickey read the Public Hearing Notice aloud. Moved by Mr. Freedman and seconded by Mr. Jennett, the Board voted 5-0-0 to open the Public Hearing. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 to continue the Public Hearing to the October 1st Selectmen's Meeting at the request of the applicant.

5. **Public Hearing – Application for an S12 Wine and Malt Beverage Restaurant License – Chipotle Mexican Grille of Colorado, LLC**: The applicant withdrew its application.

6. **Application for a Change in Manager – Dion's:** The proposed new manager of record answered multiple questions posed by the Board regarding his training and background. Mr. Freedman, seconded by Mr. Jennett, voted to approve Joseph Tedesco as the new manager of record.

7. **Director of Public Works – Contracts**:

   a. **Resident Project Representative Engineering Services Contract / 2018 Roadway Improvements**: Following an explanation of the intended purpose of the contract by Jeremy Marsette, Director of Public Works, and with direction from the Board to closely monitor the mileage allowance delineated in the contract, the Board, on a motion by Mr. Freedman, seconded by Ms. Salamoff, voted 5-0-0 in favor of awarding the contract to Environmental Partners Group, Inc. with a price cap of $81,475.00.
   b. **Washington Avenue Engineering Services Contract**: Following further explanation by Mr. Marsette, the Board, on a motion by Mr. Jennett, seconded by Mr. Freedman, voted 5-0-0 in favor of awarding the contract to Environmental Partners Group, Inc. for a sum of $229,800.00.

8. **Conservation Agent/Planner**:

   a. **Low Impact Development:** Victoria Parsons, Conservation Agent/Planner, reminding the Board that the Town had previously received a Massachusetts Vulnerability Preparedness Action Grant in the amount of $39,053 to retain consulting services to assist with the creation of low impact development regulations, presented to request the Board approve award of the contract to Dodson & Flinker, Inc. in accordance with its quote of $38,499.00. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 in favor.
   b. **Hazard Mitigation Plan Adoption and Approval of Resolution:** Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 to adopt the 2018 Hazard Mitigation Plan as presented. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 to endorse the Natick Hazard Mitigation Plan Resolution as presented.

BOARD OF SELECTMEN UPDATES

9. **Senior Planner – PlaceMaking**: Present were Ted Fields, Senior Planner; Athena Pandolf, Executive Director of the Natick Center Cultural District; and Jennifer Errickson and Dan Koff of the

Metropolitan Area Planning Council (MAPC). Ms. Errickson and Mr. Koff delivered a presentation describing a strategy for temporary (10-month) art use that would serve to enhance certain spaces in Natick Center, i.e., Moran Park, Adams Street alley, and the Natick Common. Ideas for art projects will be solicited from local artists, with finalists and their art projects chosen by a designated Selection Committee and then by the Natick Center Associates Public Art Committee. The final projects will then be presented for approval to the Board of Selectmen at their September 17th meeting, which projects will ultimately be installed in the aforementioned areas. Finalists will be granted up to $1,500 from the MAPC towards their work.

10. **Health Resources in Action – Opioid Task Force Update**: Present were Jim White, Director of Public Health; James Hicks, Chief of Police; and Katie Sugarman, Natick's Prevention and Outreach Program Manager. Noting that the Prevention and Outreach Program Manager and the Opioid Task Force had previously reported to the Town Administrator, Ms. Malone recommended a new governance structure -- that the position now be placed under the direction of the Director of Public Health and the Opioid Task Force under the direction of the Director of Public Health and the Chief of Police, noting that the Town Administrator would serve as a facilitator but that the Task Force would be moved into a proper office where it will receive direction from those with expertise in the area and that it will be important for the points of contact to be the Public Health Office and the Police Department. Ms. Malone stated that going forward she would provide a quarterly report to the Board on what has been done and what benchmarks have been met. Ms. Malone stated that the role of existing staff would be defined to meet the demands of existing priorities, and then other available funding would be considered, possibly for additional staffing, though conceded that this is an epidemic that will not be solved with additional FTEs. Ms. Malone noted that the State has appropriated $60,000 to the Opioid Task force for fiscal year 2019 and asked that Mr. White propose mechanisms to spend that money in addressing the issue.

    Mr. White and Chief Hicks provided statistics and information about what Mr. White described as the most important health issue in the entire nation – "an epidemic" – and described some measures that have been undertaken thus far by the Police Department and the Board of Health in conjunction with the Opioid Task Force, including: an overdose response team at the Police Department; partnership with the Justice Resource Institute with a grant to augment a post overdose program at the Police Department; participation in a regional drug task force; provision of sharps containers and receptacles for unwanted needles and pharmaceuticals; ongoing substance abuse outreach with SMOC and Advocates; provision of Narcan (including training in its administration) at the Board of Health, in every school, and in all first responder vehicles; a monthly addiction resource center; a monthly bereavement support group for loved ones of those lost; collaboration with MetroWest Medical Center; community awareness presentations; an annual vigil; etc. Ms. Sugarman discussed regular collaboration with a community coach added to the high school staff, a high school group working to promote a substance-free lifestyle, the school resource officer, the school social worker for the North Star Program, students on an individual level, and with Cheryl Lucenta to address a school workshop related to substance use. She expressed a need for more outreach to prescribing physicians and local businesses, and mentioned that the first Narcan training session for a local business (which recently experienced on overdose on the premises) is scheduled for next week. Ms. Mistrot inquired about the next steps, to which Ms. Malone responded that they would return to the Board in the next month or so with specific objectives and deadlines.

11. **Town Administrator – Camp Arrowhead Update**: Ms. Malone noted that Mr. Chenard has confirmed with the insurance company that approximately $340,000.00 will be reimbursed. The last bits of construction are underway. The cost estimate for reconstruction was $450,000.00-$500,000.00. The Commonwealth has contributed $75,000.00, though no use has yet been determined for it. Ms. Malone expressed interest in in having Recreation & Parks host an Open House at Camp Arrowhead for a sort of "christening" once everything is complete. Ms. Malone mentioned some "interesting initiatives" whereby individuals with disabilities, and individuals without disabilities, could work together on projects, perhaps at the Community-Senior Center, in the schools, and at Camp Arrowhead, that the Town could get behind and that would engender cohesiveness as a community, using the example of compiling ingredients into mason jars and selling the jars at the Farmers' Market, the proceeds of which would be used to benefit other initiatives.

DISCUSSION AND DECISION

12. **Installation of Signs to Identify Public Parking Lots:** Chief Hicks indicated that the Police Department is working on a plan with the DPW to identify and direct people to areas with available public parking. The areas would be identified by the standard blue "P" but the areas to be identified need to be looked at more carefully.

13. **2018 Fall Annual Town Meeting Articles – Review & Board/Town Administrator Sponsorship**:

    a. Mechanic Street: The Town owns the parcel toward the end of the street and getting to that parcel requires going over Mechanic Street, and the question is whether the Board or the Town Administrator would sponsor an article to acquire an easement. Attorney John Burke, representing the Melchiorri family, asked for further information but was told by the Chair that no comment could be made since the Town is in negotiations with the property owner. Moved by Mr. Hickey and seconded by Ms. Salamoff, the Board voted 5-0-0 to sponsor the article.
    b. Adult Use Marijuana Zoning Amendment: Jamie Errickson, Director of Community & Economic Development, reminded the Board that it will need to refer any zoning articles to the Planning Board for a public hearing, after which the Planning Board will make a recommendation for Town Meeting. However, the Board is not asked to do so this evening, but just to allow Mr. Errickson to initiate the MGL process so that a public hearing can be scheduled. Moved by Mr. Hickey and seconded by Mr. Jennett, the Board voted 5-0-0 in favor of initiating the process.
    c. Sawin House: Ms. Malone said the question for this evening is that given the recent developments, would the Board be willing to sponsor a Warrant Article that will provide the Town the ability to acquire an easement so that the Sawin House can become Town property. Moved by Mr. Freedman and seconded by Mr. Hickey, the Board voted 5-0-0 to sponsor the article.
    d. Town Counsel Appointment Process: Ms. Malone noted that the question is whether the Board or the Town Administrator will sponsor an article that will provide flexibility in the appointment of Town counsel, delineating the prospect of potentially hiring an on-staff attorney. This would entail a change in the bylaws. Ms. Malone recommended BOS sponsorship. Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 to sponsor the article.

e. West Natick Fire Station: Ms. Malone stated that the West Natick Fire Station is a debt exclusion that will be on the fall ballot. Ms. Malone discussed three ways to fund capital projects: Level Service Payments, Level Principal Payments, and Hybrid Level Service Payments. Ms. Mistrot asked the Board Members to come prepared with questions to the next Selectmen's Meeting since no action would be taken on this topic this evening.

CONSENT AGENDA

The Chair asked if any members of the public or the Board would like to discuss any item on the Consent Agenda. Ms. Salamoff asked to remove item 23. The Chair asked for a motion to approve the remainder of the Consent Agenda. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted unanimously to approve the remainder of the Consent Agenda, excluding the items removed and conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

a. Block party on Circular Ave, 9/15/18
b. Block party on Morningside Ave, 9/15/18 (RD: 9/29/18)
c. Block party on High Street, 9/22/18 (RD: 9/23/18)
d. Block party on Millbrook Rd, 9/22/18
e. Natick Community Organic Farm banner request, 8/13/-8/19/18
f. River Bend School Open House banner request, 10/22-10/28/18
g. Keefe Tech Open House banner request, 11/26-12/1/18
h. Meeting Minutes: 3/12/18, 3/14/18, 4/5/18, 5/29/18, 7/26/18

Ms. Salamoff thanked the Leonard Morse Auxiliary for their donation in the amount of $500.00 to Recreation and Parks (item 23). Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to authorize acceptance of the donation by the Recreation and Parks Department.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

None.

ADJOURNMENT

On a motion by Mr. Jennett, seconded by Mr. Freedman, the Board voted unanimously on a roll call vote to adjourn the Board of Selectmen's Meeting at 11:57 p.m.

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Michael J. Hickey, Jr., Clerk

August 6, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on October 1, 2018

All documents used at this Board of Selectmen meeting are available at:
https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=534&MinutesMeetingID=-1&doctype=Agenda

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL
August 14, 2018
6:30 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 A. Malone and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 6:34 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.

ANNOUNCEMENTS

Diane Packer, Town Clerk, announced that tomorrow, September 4th, is the last day to register to vote in the Primary Election. The Clerk's office will be open until 8:00 p.m. tomorrow evening. The polls will be open on Election Day from 7:00 a.m.-8:00 p.m. There will be no early voting for the State Primary.

Ms. Mistrot announced that the deadline for filing articles for inclusion on the 2018 Fall Annual Town Meeting Warrant is Thursday, August 16, 2018 by 5:00 p.m. Mr. Hickey read the Public Notice regarding Town Meeting aloud.

CITIZEN'S CONCERNS

Barbara Sanchez, a Town Meeting member and member of the Recreation and Parks Commission, expressed concern that award of the East Park and Navy Yard reconstruction contracts was not on this evening's agenda, noting that bids were submitted, coming in under the allotted amount, and may be due to expire. Ms. Malone stated that the two contracts are planned for the August 20th agenda.

REQUESTED ACTION

1. **Collector/Treasurer – Approve Issue of $242,250 Sewer Bond and Sign Associated Loan Documents:** Treasurer/Collector Steve Price noted that the MWRA has approved the loan of $242,250 and a grant in the amount of $726,750, resulting in total financial assistance of $969,000. Mr. Price outlined the terms of the loan agreement. Mr. Freedman noted a discrepancy in the bond documents and asked for context around how this inaccuracy was included in tonight's material. Ms.

Malone promised to provide this information at the next meeting, but recommended that the Board move forward in its vote contingent upon any typographical errors being corrected. Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 in favor of approving issue of the sewer bond and signing the associated loan documents contingent upon adjustment in the numbers as per Ms. Malone. The following encompasses the Board's vote:

Voted: that the sale of the $242,250 Sewer Bond of the Town dated August 20, 2018, to Massachusetts Water Resources Authority (the "Authority") is hereby approved and the Town Treasurer or other appropriate Town official is authorized to execute on behalf of the Town a Loan Agreement and a Financial Assistance Agreement with the Authority with respect to the bond. The bond shall be payable without interest on August 15 of the years and in the principal amounts as follows:

Year	Installment	Year	Installment
2019	$24,225	2024	$24,225
2020	24,225	2025	24,225
2021	24,225	2026	24,225
2022	24,225	2027	24,225
2023	24,225	2028	24,225

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing vote.

DISCUSSION AND DECISION

2. **West Natick Fire Station: Discussion & Possible Decision Re: Funding/Financing Option:** As follow-up to her previous presentation on funding options, Ms. Malone recommended combining funding of the Kennedy Middle School and the West Natick Fire Station projects as a full debt exclusion, which would require the use of two rating agencies. Factoring heavily into her recommendation was the Board's question about the impact on the taxpayer and how the Town can accommodate the needs of the community and also be able to finance the capital projects that are needed. She opined that the Fire Station could not be funded within levy. A hybrid approach would be used for the Fire Station, with a 20-year level debt approach used for the Kennedy School, both at 3.25%. Ms. Malone noted that this would not be viewed negatively by any rating agency. Ms. Salamoff asked about the total cost of the two projects, to which Ms. Malone responded approximately $121 million. Mr. Townsend clarified the costs as follows: $120,166,581, i.e., $99 million for the school and a little north of $21 million for the fire station. The Board Members asked for additional time to digest and process this information, and Ms. Malone agreed to bring it in front of the Board again at its meeting of August 20th.

3. **2018 Fall Annual Town Meeting Warrant Article Review – Review and Approve Article Language, Vote on Sponsorship by the Board of Selectmen or the Town Administrator**: Mr. Hickey read the content of each of the Articles to be discussed.

    a. Collective Bargaining: Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of sponsoring the Article.
    b. West Natick Fire Station Land Disposition: The owner of the one-foot piece of property needed for reconstruction of the Fire Station is currently unknown, but the Motion for this Article will further detail the acquisition and taking of this small parcel of land. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 to sponsor the Article.
    c. Sawin House: Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 to sponsor the Article. Ms. Malone stated that the Motion language for this Article is currently under review by Town Counsel.
    d. Mechanic Street Easement: This is currently under review by Town Counsel per Ms. Malone. Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 to sponsor the Article.
    e. Route 27 North: Ms. Malone recommended the Board sponsor this Article in its capacity as Roadway Commissioners. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to sponsor the Article.
    f. Marijuana Licensing-Amend Bylaw Article 10: Ms. Malone stated that KP Law is reviewing Articles and Motions related to marijuana licensing. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to sponsor the Article.
    g. Marijuana Excise Tax: Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 to sponsor the Article.
    h. Marijuana Moratorium Extension: Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 to sponsor the Article.
    i. Amendment to Town Charter to increase the number of signatures required to submit an Article for a Special Town Meeting: Mr. Hickey moved to decline to sponsor this Article. Ms. Mistrot noted that the public is encouraged to participate in Spring and Fall Town Meetings, and this Article would raise the bar to make a special Town Meeting as productive as possible. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 4-1-0 to support the Article, Mr. Hickey casting the dissenting vote.
    j. South Middlesex Regional Vocational Technical School District: Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 in favor of supporting the Article.
    k. West Natick Fire Station-Appropriation of Funding: Mr. Freedman noted that additional language needs to be added to incorporate everything – building, design, appurtenant structures, etc. Mr. Hickey moved to sponsor the Article with new language as noted by Mr. Freedman and removal of the reference to the West Natick Fire Station Building Committee. Mr. Chenard pointed out that the language in this article is almost identical to that used for other projects. Mr. Freedman seconded the motion and the Board voted 5-0-0 in favor.

l. Mr. Hickey moved to allow for administrative review and amendments by Town Counsel for all Warrant Articles and Motions. Ms. Salamoff seconded the Motion and the Board voted 5-0-0 in favor.
m. Mr. Freedman moved that all zoning articles be referred to the Planning Board. Mr. Jennett seconded the Motion and the Board voted 5-0-0 in favor.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

Mr. Hickey said that it was his understanding that the South Main Street Project would be included on the Fall Annual Town Meeting Warrant. Mr. Chenard informed him that the project will be part of the Capital Improvement Article and within the 2019 capital budget.

The Board discussed timing for a future meeting and decided to change the previously scheduled September 4th meeting to September 6th since the 4th is Election Day.

Mr. Jennett stated that several residents are worried about the intersection of North Ave and Marion Street, feeling endangered by cars turning onto North Ave, and asked that the administration have someone take a look at the area.

ADJOURNMENT

On a motion by Mr. Jennett, seconded by Mr. Hickey, the Board voted unanimously on a roll call vote to adjourn the Board of Selectmen's Meeting at 10:11 p.m.

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Michael J. Hickey, Jr., Clerk

August 14, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on October 1, 2018

All documents used at this Board of Selectmen meeting are available at:
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BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL
August 20, 2018
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 A. Malone and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 6:03 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 the purchase, exchange, lease or value of real property (Mechanic Street, 5 Auburn Street [Riverbend School], and 22 Pleasant Street) and strategies with respect to ongoing litigation (Navy Yard), 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 and litigation positions and the Town's interests. Mr. Jennett, seconded by Mr. Freedman, moved to enter into Executive Session and, by a roll call vote, the Board Members voted 4-0-0 in favor of the motion (Mr. Hickey arrived prior to Executive Session, which was convened at 6:08). The Chair announced that Open Session would reconvene at approximately 7:00 p.m.

Open Session reconvened at 7:50 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS

Natick resident Pat Conaway announced that volunteers are needed to help with planning of the 2019 Earth Day Festival scheduled on Natick Common on Sunday, April 28th. Mr. Conaway also provided an update on activities and projects undertaken by the Keep Natick Beautiful group but said that additional help is needed.

Eileen Collett and Ellen Lasri of SOAR announced that SOAR, The Journey, and the Opioid Task Force are planning a flag display to increase public awareness of the effects of the opioid epidemic on Massachusetts and Natick residents. The display will be at the First Congregational Church from August 24th through September 1st. Purple flags numbering 1,874 will represent the number of Massachusetts residents who died of an opioid overdose in 2017. Nine red flags will represent the number of Natick residents lost to an opioid overdose in 2017.

Susan Ramsey, the Director of the Council on Aging, announced that the Council has been awarded three grants: one from the Massachusetts Councils on Aging in the amount of $700 to host a 50+ Job Seekers

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Regional Networking Group during fiscal year 2019; another from BayPath Elder Services in the amount of $17,849.34 to provide outreach and host programs for the LGBT community and allies; and a third from the MetroWest Health Foundation in the amount of $99,000 to launch The Natick Conversation Project, a program to engage the Natick community in conversations around end of life issues.

RESPONSES TO CITIZENS' CONCERNS:

Composition of the Zoning Board of Appeals: In answer to concerns raised at the previous Selectmen's Meeting regarding this Board's composition, Ms. Malone noted that the ZBA rules and regulations were adopted on November 3, 2008. Jason Makofsky was appointed to the ZBA on May 16 2015. Geoff Lewis was appointed to the ZBA on May 1, 2017 to fill the vacancy left by Mr. Hickey. On April 30, 2018, the Selectmen reappointed Mr. Lewis. An innocent clerical error was made in the appointment letter Mr. Lewis received from the Selectmen's Office in that it did not specify that the Board had appointed him as an associate member rather than a full member. The Town Clerk's Office swore Mr. Lewis in as a full member. Ms. Malone explained that there is a mechanism that provides for the Selectmen's Office and the Town Clerk's Office to be part of the appointment process but that these procedures can always be improved upon and refined going forward. As concerns the issues raised regarding 40B decisions made by the ZBA, it was confirmed that the rules and regulations for 40B were accepted by the Town Clerk's Office on May 25, 2007. Ms. Malone stated that she confirmed today with Town Counsel, Lisa Mead, that there are no issues with any pending 40B applications in front of the ZBA. Town Counsel also indicated that the composition of the ZBA that was raised as an issue has no bearing on anything. Thus, the matter is closed.

22 Pleasant Street: Ms. Mistrot indicated that the 22 Pleasant Street property is still being discussed in Executive Session but that she would try to provide some context in answer to questions raised at the last Selectmen's Meeting. The Board has met to discuss this topic more than any other item in the last year-and-a-half. It is a nontraditional transaction with a lot of complexities. The Board was given variables by Town Meeting to address and has been unable to create consensus as regard those variables, but compliance with the direction received from Town Meeting has been the basis of the Board's work. The matter has been looked at with careful stewardship on behalf of the Town and the desire is to deliver a product in the manner that Town Meeting prescribed. Circumstances have changed with the very recent death of the property owner. On an upcoming agenda, the Board will take action to hire special counsel and an environmental specialist to help shape the next steps. Once further information is available, it will be posted on an agenda.

Little Jennings Pond: At the last Board Meeting, a resident expressed concern about invasive growth in Jennings Pond and supported efforts to clean the pond. Tonight a letter sent to residents from the Town's Conservation Agent related to clean-up efforts planned for Little Jennings Pond was read aloud.

East Park & Navy Yard: Regarding the Navy Yard project, Ms. Malone discussed that the Town is currently involved in litigation in that it has been sued by Mechanic Willow, LLC and that prevents the Town from making any contract award. The East Park project will be discussed later in the meeting.

CITIZEN'S CONCERNS

Bill Gaff of 10 Beverly Road had questions about the East Natick Playground proposal but Ms. Amy reminded him that this would be discussed later in the meeting.

REQUESTED ACTION

1. **Approve One-Day Liquor License Application – The Joey Fund/Cystic Fibrosis Foundation:** Tracy Lund presented on behalf of the Foundation and provided details of the upcoming event, noting that last year's event raised close to a million dollars. Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 in favor of approving a one-day liquor license.

2. **Procurement Officer: Discuss/Approve Contracts and Related Internal Borrowing:**

    a. East Park Reconstruction Contract: Bryan LeBlanc, Natick's Procurement Officer, noted that bids were solicited a second time because the first round of bids received were too costly. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted in favor of awarding the contract to M.J. Cataldo, Inc. in the amount of $2,300,000. This is a fixed price contract. Mr. Jennett asked about the "Advance Funds" document and Mr. Townsend stated that because internal borrowing will cover this project, this form has to be submitted to the Department of Revenue. Mr. Freedman questioned why an expiration date for completion of the project was included in the contract since it could not be enforced. Ms. Malone stated that the administration would take this into consideration and Mr. LeBlanc stated that, if desired, a liquidation clause could be added to all contracts. Mr. Hickey made a friendly amendment, which was accepted, that the vote would be subject to internal borrowing until full borrowing is obtained. The Board voted 5-0-0 in favor of awarding the contract.

    b. Navy Yard Reconstruction Contract: Ms. Malone explained that this project is currently being held up in Land Court by litigation as the Town has been sued by Mechanic Willow, LLC for lack of notice. Ms. Malone stated she has been in discussion with Mr. Mackin, the property owner, as an advocate for the Town, trying to arrive at a resolution beneficial to the Town, but that she could not discuss any legal opinion. Wayne Szretter of Precinct 4 asked when the bid expires. Mr. LeBlanc indicated that Mr. Cataldo would extend the bid but that he could not comment any further. Asked if it could hold up the Rail Trail plans, Ms. Malone stated it could not because those plans have been approved by MassDOT.

3. **Police Chief – Appointment of Two Reserve Police Officers**: After hearing background information on each of the candidates from Chief Hicks, Ms. Salamoff, seconded by Mr. Jennett, moved to appoint Andrew Watkins and Derek Butler and the Board voted 5-0-0 in favor. Moved by Mr. Freedman and seconded by Mr. Jennett, the Board voted 5-0-0 to approve the Chief's recommendation for by-pass of candidate Sean Ahern.

4. **Sustainability Coordinator – Green Communities Grant – Approve and Sign Seven Contracts**: Ms. Wilson Martin reminded the Board that the Town was awarded a grant from the Massachusetts Department of Energy through the Green Communities Program in the amount of $245,142 to complete multiple energy efficiency projects, the majority of the cost of which will be covered by the grant. The projects will amount to about $43,000 in savings in energy costs per year. Approval is needed from the Board to award the contracts. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve award of the following contracts:

    a. Eliot School LED Lighting Upgrade to Horizon Solutions in the amount of $22,223
    b. DPW EM Garage LED Lighting Upgrade to Horizon Solutions in the amount of $33,998
    c. DPW First Floor Offices LED Lighting Upgrade to Horizon Solutions in the amount of $28,814
    d. Police Station VFDs for Rooftop Units to Hobart Energy in the amount of $60,078
    e. Fire Station VFDs for Rooftop Units to Hobart Energy in the amount of $49,599
    f. Morse Institute Library VFD for Chilled Water Pump to Hobart Energy in the amount of $39,444
    g. Morse Institute Library Mini-Split for Archive Room to Hobart Energy in the amount of $52,334

APPOINTMENTS: David Pratt introduced himself to the Board and provided background information, wanting to be appointed to the Community and Economic Development Committee. Though not a Natick resident, he is the owner of a large amount of Natick property and thus a Natick taxpayer. Moved by Mr. Hickey with the condition that there is no residency requirement to become an appointed member, and seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of the appointment. The Town Administrator's Office will confirm if there is a residency requirement for this Committee. Ms. Salamoff proposed that the Director of Community and Economic Development be made an ex officio member, allowing for a vacancy to which a designee of Natick Center Associates could be appointed. Ms. Mistrot advised that this would need to be considered on a future agenda since the Board is not posted to discuss this.

DISCUSSION AND DECISION

5. **Sign October 16, 2018 Fall Annual Town Meeting Warrant:** Mr. Freedman, seconded by Ms. Salamoff, moved to sign the Warrant as presented and the Board voted 5-0-0 in favor. Mr. Freedman moved to refer Articles 22, 23, 28, 30, 32, 34, 36, 37, 38, and 39 to the Planning Board. Mr. Jennett seconded the motion, which passed on a vote of 5-0-0.

6. **Announce 2018 Special Town Meeting No. 2 – Tuesday, October 2, 2018 at 7:30 PM:** Ms. Mistrot noted that a discussion about setting a date for and announcing this meeting was not had by the Board. Rather, the preferred date of the meeting was discussed by Ms. Mistrot with the Town Clerk, the Town Moderator, and the Finance Committee Chair, and October 2nd was the agreed upon date. This allowed for advance notification in the newspaper. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to announce the meeting.

7. **Schedule Presentation of Resolution Honoring Lynda Simkins, Former Executive Director of the Natick Community Organic Farm**: Mr. Freedman moved to have Ms. Salamoff work with Ms. Simkins to schedule a date acceptable to her for presentation of the Resolution. Mr. Jennett seconded the motion, which passed on a vote of 5-0-0.

8. **West Natick Fire Station – Vote to Support Town Administrator's Funding/Financing Recommendation**: Ms. Malone reviewed her presentation with the Board again. Mr. Townsend was present to answer additional questions. Mr. Jennett, seconded by Mr. Hickey, moved to support the Town Administrator's financing recommendation. Mr. Freedman had concerns about additional costs but expressed confidence in the Town Administrator's thought process. The Board voted 5-0-0 in favor of Ms. Malone's recommendation.

CONSENT AGENDA

Mr. Hickey read the Consent Agenda aloud. The Chair asked if any members of the public or the Board would like to discuss any item on the Consent Agenda and Mr. Hickey asked to remove Item 20 for discussion. The Chair asked for a motion to approve the remainder of the Consent Agenda. Moved by Mr. Hickey and seconded by Ms. Salamoff, the Board voted unanimously to approve the remainder of the Consent Agenda, excluding the item removed and conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

a. Request for exemption from Town Bylaws, Chapter 41, Section 4 for Irene Carrick (Media Professional, Schools and ASAP Substitute Instructor, Schools)
b. Town Common use for the 2019 Earth Day Festival on 4/28/19 (rain date 5/5/19)
c. United Way of Tri-County 5K Run/Walk on 10/13/18
d. Confirmation of Town Administrator's reappointment of George Richards to the Golf Course Oversight Committee
e. Reappointment of Doug Landry to the Economic Development Committee
f. Resignation of Daiva Izbickas Verselis from the Zoning Board of Appeals
g. Weekly warrant review of 8/2/18

Regarding Item 20, Mr. Hickey felt that one hour would be a sufficient amount of time to bag parking meters for free voter parking on Election Day and confirmed that it would with Lt Lauzon. Moved by Mr. Hickey and seconded by Mr. Freedman, the Board voted 5-0-0 to allow a maximum of one-hour free parking on Election Day.

TOWN ADMINISTRATOR NOTES

Ms. Malone checked into the Marion Street and North Ave intersection as requested at the last meeting. A blinking stop sign is still being looked at. Striping will occur tomorrow, so the DPW Director will be able to see if the striping changes the flow of traffic in the curved area in question.

SELECTMEN'S CONCERNS

Ms. Salamoff opined that a maximum of one-hour free parking on Election Day in November will not be practical since there are likely to be long wait times for voting.

Mr. Freedman asked that additional meeting minutes be submitted for approval.

ADJOURNMENT

On a motion by Mr. Jennet, seconded by Ms. Salamoff, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 10:36 p.m.

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Michael J. Hickey, Jr., Clerk

August 20, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on October 1, 2018

All documents used at this Board of Selectmen meeting are available at:
https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=538&MinutesMeetingID=-1&doctype=Agenda

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL
August 27, 2018
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

The Chairman called the meeting to order at 6:07 p.m., noting that a quorum was present and that the meeting had been duly posted.

CITIZEN'S CONCERNS

None.

REQUESTED ACTION

Sign October 2, 2018 Special Town Meeting No. 2 Warrant: Mr. Hickey read the Warrant aloud. Mr. Hickey moved to attest the Warrant for Special Town Meeting #2 and to refer Articles 2 and 3 relating to zoning bylaw amendments and changes to the Planning Board. Ms. Salamof seconded the motion and the Board voted 5-0-0 in favor. The Board will sign the Warrant at the conclusion of the meeting.

ADJOURNMENT

On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 6:10 p.m.

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Michael J. Hickey, Jr., Clerk

August 27, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on October 1, 2018

All documents used at this Board of Selectmen meeting are available at:
https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=543&MinutesMeetingID=-1&doctype=Agenda

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BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL
September 6, 2018
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 A. Malone and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 6:10 p.m., noting that a quorum was present (Ms. Salamoff had temporarily left the room) and that the meeting had been duly posted, and requested a motion to enter into Executive Session to discuss matters pertaining to strategy with respect to litigation or collective bargaining (Opioid Litigation; NPOA v. JLMC and Town of Natick, 1884 CV 02333; and Natick Patrol Officers' Association) and to consider the purchase, exchange, lease, license, or value of real property (Mechanic Street, 5 Auburn Street, Sawin House, and 22 Pleasant Street). Mr. Freedman, seconded by Mr. Jennett, moved to enter into Executive Session, noting 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 and, by a roll call vote, the Board voted 4-0-0 in favor of the motion. The Chair announced that Open Session would resume at the conclusion of Executive Session. The Board entered into Executive Session at approximately 6:15 p.m. Ms. Salamoff returned to Executive Session at 6:20 p.m.

Open Session reconvened at 8:30 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS

Mr. Hickey read announcements aloud regarding the following topics:

1. Grand opening of the Ellenbogen Assistive Technology Center at the Community-Senior Center on September 28th
2. Bulky Waste Collection Day for residents over 60 on October 20th, and
3. The Electricity Aggregation Program: Residents who had previously opted out of Natick's aggregation program mistakenly received a letter from Public Power, Natick's new electricity supplier, informing them that they would be automatically enrolled in Natick's Aggregation Program. The letter was sent in error due to Public Power receiving an incorrect list of account holders from Eversource – only new electricity account holders were supposed to receive the letter – and a letter of correction will be sent assuring the recipients that they will not be enrolled in the aggregation program.

CITIZENS' CONCERNS

None.

REQUESTED ACTION

1. Police Chief:
    a. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of appointing Brendan Marlow and Katelyn Pfeifer as Permanent, Full-Time Police Officers effective Monday, September 10, 2018 contingent upon successful completion of the Police Academy.
    b. Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 in favor of approving the lateral transfer of Officer Christopher DiModica to the Town of Foxborough as recommended by Chief Hicks.
2. Subway Restaurant – Application for Common Victualer's License: Moved by Ms. Salamoff and seconded by Mr. Freedman, the Board voted 5-0-0 to grant Sun International Trading, LLC, d/b/a Subway Restaurant, a common victualer's license contingent upon completion of all Board of Health requirements.
3. Dates and Olives – Application for Common Victualer's License: Moved by Ms. Salamoff and seconded by Mr. Freedman, the Board voted 5-0-0 to grant Renita Mendonca, d/b/a Dates and Olives, a common victualer's license contingent upon completion of all Building Department and Board of Health requirements.

4. Shahreen Quazi – Interview for Appointment to the Cultural Council with Term Ending 6/30/2021: After the candidate provided background information, the Board voted 5-0-0 in favor of her appointment to the Cultural Council on a motion by Ms. Salamoff that was seconded by Mr. Freedman.
5. Wanderlust Content, Inc. – Request to Film Commercial on Chester, Sheridan, & Avon Streets and Lincoln Street Extension: Jared Larner, Location Scout for Wanderlust Content, informed the Board that his company had already received written permission from area residents to film a 30-second commercial with their neighborhoods and possibly their homes being part of the final product. The Public Safety Officer has provided a positive recommendation. Moved by Ms. Salamoff and seconded by Mr. Freedman, the Board voted 5-0-0 to authorize the filming on September 10th or 11th, depending on weather.
6. Pay As You Throw Program Assistance – Amend and Renew Town of Natick/Natick Service Council MOU: Moved by Mr. Hickey and seconded by Mr. Freedman, the Board voted 5-0-0 to postpone this topic to the September 17th Selectmen's Meeting.
7. Affirm MathWorks Lakeside Campus Address Change: Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of affirming the address of the MathWorks property located on Superior Drive as 1, 2, and 3 Lakeside Campus Drive. The Postmaster and all appropriate town departments will be notified.

APPOINTMENTS:

a. Moved by Mr. Hickey and seconded by Mr. Jennett, the Board voted 5-0-0 to appoint Environmental Attorney Thomas Shea of the firm Mackie Shea as special counsel to assist with negotiations in the Town's purchase of the property located at 22 Pleasant Street.
b. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to appoint Jonathan Kitchen, PG, LSP of Civil & Environmental Consultants, Inc. as an environmental specialist to assist in the Town's purchase of the property located at 22 Pleasant Street.

DISCUSSION AND DECISION

8. 2018 Fall Annual Town Meeting Warrant Articles: The Board made the following recommendations:

Article No.	*1st*	*2nd*	*Action*	*Vote*
2	Mr. Freedman	Ms. Salamoff	Favorable Action	5-0-0
3	Mr. Freedman	Mr. Jennett	Favorable Action	5-0-0
4	Mr. Freedman	Mr. Jennett	Favorable Action	5-0-0
6	Mr. Hickey	Ms. Salamoff	Favorable Action	5-0-0
15	Mr. Freedman	Mr. Hickey	Favorable Action	5-0-0
25	Ms. Salamoff	Mr. Freedman	No Action	5-0-0

Ms. Mistrot gauged the interest of the Board in reviewing Articles over and above those sponsored by the Board and the Town Administrator and the following are planned for review: 17, 27, 28, 32, 33, 35, 38, 39, 40, 41, and 42. Patrick Hayes, FinCom Chair, stated that Articles 19 and 20 were taken up by FinCom this evening and the interim Superintendent of Schools requested No Action on Article 19, which she will also likely request at Town Meeting. There is really no discussion to be had around Article 20.

9. 2018 Special Town Meeting No. 2 Warrant Articles: Jamie Errickson, Director of Community and Economic Development, was present to discuss STM No. 2 Warrant Articles, noting that the Planning Board opened their public hearing this morning for review of adult use zoning bylaw amendments. The public hearing will be continued to next Wednesday. Article 4 will be discussed at the September 17th Selectmen's Meeting as will the remainder of STM No. 2 Warrant Articles.

SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

Ms. Salamoff reported that the Opioid Task Force has received a federal SAMHSA (Substance Abuse and Mental Health Services Administration) grant worth $125,000 per year over five years. Ms. Malone offered to provide further context at the September 17th Selectmen's meeting. Ms. Mistrot stated that the focus of it is on prevention.

Mr. Freedman stated that the Kennedy School Building Committee is at the 60% construction/design phase and cost estimates have been received by the OPM and the Architect. The project is presently about $500,000 under budget.

CONSENT AGENDA

The Chair asked if any members of the public would like to discuss any item on the consent agenda. Mr. Hickey asked to remove items 16 and 18 from the Consent Agenda. The Chair asked for a motion to approve the remainder of the Consent Agenda. Moved by Mr. Hickey and seconded by Mr. Freedman, the Board voted

unanimously to approve the remainder of the Consent Agenda, i.e., excluding the items removed by Mr. Hickey, and conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

a. Town Administrator's reappointment of Lori Zalt to the Commission on Disability
b. Proclamation for Diaper Need Awareness Week
c. Family Promise Walk to End Homelessness on April 6, 2019
d. Block party on Jefferson Street on September 15, 2018
e. Block party on Lois Street on September 29th with a rain date of October 6, 2018
f. Block party on Franconia Avenue on October 13th with a rain date of October 14, 2018
g. Recreation & Parks Donation from Wegman's
h. Weekly Warrant Review from August 28th and September 1, 2018
i. Meeting Minutes from May 21, 2018

Regarding item 16, Mr. Hickey pointed out that this evening's vote would move Geoff Lewis from an associate to a full membership position on the Zoning Board of Appeals. Mr. Hickey, having reviewed Mr. Lewis' resume, opined that Mr. Lewis is well qualified to continue serving on the ZBA. Moved by Mr. Hickey and seconded by Ms. Salamoff, the Board voted 5-0-0 to appoint Mr. Lewis to the Zoning Board of Appeals as a full member.

Regarding item 18, in addition to work being delayed by multiple rainy days, Mr. Hickey noted that Original Contracting also underestimated the magnitude of work that would be required to complete Fair & Yeager Building repairs and has thus requested a two-month extension. With Natick Days festivities imminent, Mr. Hickey wanted to be sure that all equipment is neatly positioned and stored so as not to interfere with the event. Mr. Hickey moved to approve an extension to occupy the public way until October 30th subject to Original Contracting storing their equipment as described above. Mr. Jennett seconded the motion and the Board voted 5-0-0 in favor of the extension.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

Ms. Salamoff stated that Natick Days activities will take place on Saturday from 10:00-3:00. Ms. Mistrot noted that the Board of Selectmen would be available outside of Town Hall to discuss the West Natick Fire Station, a town parking garage, and adult use marijuana.

Mr. Jennett thanked Wegman's for their support of the Recreation & Parks Department.

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 11:07 p.m.

Michael J. Hickey, Jr., Clerk

September 6, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on September 17, 2018.

All documents used at this Board of Selectmen meeting are available at:
https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=541&MinutesMeetingID=-1&doctype=Agenda

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES
EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL
September 13, 2018
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: Deputy Town Administrator/Operations Bill Chenard and Executive Assistant Trish O'Neil

NOTE: Town Administrator Melissa Malone attended the Finance Committee Meeting and returned to the Selectmen's Meeting multiple times to provide information.

The Chairman called the meeting to order at 6:09 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 strategy with respect to litigation or collective bargaining where discussion in open session could be detrimental to the Town's position (New England Police Benevolent Association [NEPBA], Inc., Local 82). Mr. Freedman, seconded by Mr. Jennett, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Chair noted that the Board would return to Open Session as soon as possible, and also noted for the record that she had been notified that the Open Session portion of the meeting would be filmed tonight by a Mr. Ron Alexander. The Board entered into Executive Session at 6:12 p.m.

Open Session reconvened at 7:00 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country. Mr. Chenard took Ms. Malone's place at the conference table as Ms. Malone left to attend the Finance Committee meeting.

CITIZEN'S CONCERNS

None.

DISCUSSION AND DECISION

1. **2018 Special Town Meeting No. 2 Warrant Articles 1-4:** Jamie Errickson, Director of Community and Economic Development, was present at the meeting for discussion of Articles pertaining to retail marijuana and answered all questions posed by the Selectmen, noting that the language for the Article 1 Motion (excise tax on retail sales of marijuana) was provided directly by the Department of Revenue. Mr. Hickey read all motions for each article discussed aloud. Ms. Salamoff left the meeting at the beginning of the discussion around Article 1 and returned to the meeting at 7:07 p.m. The following votes were taken.

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Article No.	*Motion*	*1st*	*2nd*	*Action*	*Vote*
1		Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
2	A	Mr. Freedman	Mr. Jennett	Favorable Action	5-0-0
	B	Mr. Hickey	Mr. Jennett	Favorable Action	5-0-0
	C	Mr. Jennett	Mr. Freedman	Favorable Action	3-0-2*
				(*Mr. Hickey & Ms. Salamoff abstained)	
	D	Mr. Jennett	Mr. Freedman	Favorable Action	4-0-1**
				(**Mr. Hickey abstained)	
	E	Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
	F	Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
3		Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
4		Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0

2. **2018 Fall Annual Town Meeting Warrant Articles 5, 7, 9, 11, 12, 16, 18, 21-24, 29**: Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 to affirm that the recommendations made for 2018 Special Town Meeting Articles 1-4 (listed above) also apply to their corresponding 2018 Fall Annual Town Meeting Warrant Articles 21-24, which are exactly the same.

Article No.	*Motion*	*1st*	*2nd*	*Action*	*Vote*
5		Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
7		Mr. Jennett	Ms. Salamoff	Favorable Action	5-0-0

Ms. Malone returned to the meeting and stated that there should be a change in the motion for Article 7 since it was determined at the Finance Committee meeting that additional monies could be appropriated. Asked by the Selectmen to determine the accuracy of the figure provided by Ms. Malone, Mr. Chenard was unable to confirm it in Munis and agreed to look further into it in the morning. Ms. Malone returned to the Finance Committee meeting to obtain a more accurate figure. Upon her return to the Selectmen's Meeting, Ms. Malone provided Mr. Chenard with a new figure and the Board's vote of Favorable Action was contingent upon that correction made by the Town Administrator.

9		Mr. Freedman	Mr. Jennett	No Action	5-0-0
11		Mr. Jennett	Mr. Freedman	No Action	5-0-0
12		Mr. Jennett	Ms. Salamoff	No Action	5-0-0
16		Mr. Jennett	Ms. Salamoff	Favorable Action	5-0-0
18		Mr. Freedman	Ms. Salamoff	Favorable Action	5-0-0
21		Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
22	A	Mr. Freedman	Mr. Jennett	Favorable Action	5-0-0
	B	Mr. Hickey	Mr. Jennett	Favorable Action	5-0-0
	C	Mr. Jennett	Mr. Freedman	Favorable Action	3-0-2*
				(*Mr. Hickey & Ms. Salamoff abstained)	
	D	Mr. Jennett	Mr. Freedman	Favorable Action	4-0-1**
				(**Mr. Hickey abstained)	
	E	Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
	F	Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
23		Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
24		Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
29		Mr. Freedman	Mr. Jennett	Favorable Action	4-1-0***
				(***Mr. Hickey cast the dissenting vote)	

CONSENT AGENDA

Mr. Hickey read the Consent Agenda aloud. The Chair asked if any members of the public or the Board would like to discuss the Consent Agenda and no discussion was requested. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted unanimously to approve the Consent Agenda conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following item was approved: Wanderlust Content, Inc. – Request to Reschedule Filming of Commercial on Chester, Sheridan, & Avon Streets and Lincoln Street Extension.

ADJOURNMENT

On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board voted 5-0-0 on a roll call vote to adjourn the Board of Selectmen's Meeting at 9:21 p.m.

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Michael J. Hickey, Jr., Clerk

September 13, 2018 Board of Selectmen Meeting Minutes Will Be Approved by the Board of Selectmen on October 1, 2018

All documents used at this Board of Selectmen meeting are available at:
https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=560&MinutesMeetingID=-1&doctype=Agenda

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BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL
September 17, 2018
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 A. Malone and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 6:05 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 strategy sessions in preparation for negotiations with nonunion personnel and to consider the purchase, exchange, lease, license, or value of real property (5 Auburn Street/Riverbend School), with the Chair announcing that discussion of Executive Session matters in Open Session would have a detrimental effect on the Board of Selectmen's negotiating position and the Town's interests. Mr. Jennett, seconded by Ms. Salamoff, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Chair announced that the meeting would return to Open Session at approximately 7:00 p.m. The Board entered into Executive Session at 6:09 p.m.

Open Session reconvened at 6:59 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS

Ms. O'Neil read aloud an announcement regarding an associate member vacancy on the Zoning Board of Appeals.

Fire Chief Mike Lentini addressed natural gas safety concerns subsequent to the recent Merrimack Valley explosions.

CITIZEN'S CONCERNS

None.

APPOINTMENTS:

1. Bala Thillainathan: Interview for Appointment to the Transportation Advisory Committee, Term Expiring 6/30/2021: Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to appoint Mr. Thillainathan to the Committee.

2. Sustainability Committee Chair:

a. Approve appointment of recommended candidates to three-year terms (terms ending 6/30/2021: Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 in favor of appointing Carey Buttfield to the Sustainability Committee as recommended by the committee. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 in favor of appointing Alfredo Vargas to the Sustainability Committee as recommended by the committee.
b. Revise committee composition to add two non-voting associate members for one-year terms: Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 in favor of revising the composition of the committee to allow for the addition of two non-voting associate members for limited terms to support specific efforts and to add new language expressing same to the end of the committee's charge.
c. If committee composition revision is approved, approve appointment of recommended candidates as associate members for one-year terms: Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to appoint David Mogolov as an associate member for a one-year term as recommended by the committee. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to appoint Robert Barnacle as an associate member for a one-year term as recommended by the committee.

3. Police Chief – Vote to Appoint Permanent, Full-Time Police Officer Effective 9/24/18: Moved by Mr. Freedman and seconded by Mr. Jennett, the Board voted 5-0-0 to approve the appointment of Andrew Watkins as a permanent, full-time police officer effective 9/24/18 as recommended by Chief Hicks.

4. Appoint Attorney Thomas A. Mackie, Special Counsel Assisting with 22 Pleasant Street Negotiations, as a Special Municipal Employee: Ms. Mistrot advised that the Board would take no action on this item as, per advice of Town Counsel, this appointment is not necessary. Attorney Mackie had previously been retained as special counsel related to 22 Pleasant Street negotiations.

REQUESTED ACTION

1. Farmers' Market Application for Section 15F Wine License: Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 5-0-0 in favor of Anthony Lulek of Little Beehive Farm selling mead (honey wine) at the Farmers' Market.

2. Anthony's Coal Fired Pizza: Mark Rahall, General Manager, presented on behalf of Anthony's Coal Fired Pizza. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of approving a daily entertainment license for television and recorded music and a daily entertainment license for occasional live music.

3. Nordstrom's – Application for a Change in Officers: This item is postponed to the 10/1/18 Selectmen's Meeting.

4. Cheesecake Factory – Application for Change in Officers: Attorney Andrew Upton presented on behalf of the Cheesecake Factory. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board

voted 5-0-0 in favor of approving a change of beneficial interest with one officer/director of the licensee changing.

5. Senior Planner & Natick Center Cultural District Director – Approve Art for Natick Center PlaceMaking Effort: Ted Fields and Athena Pandolf presented the art proposals of the six finalists chosen by the Public Art Committee for the PlaceMaking Art Project scheduled from November 3 to November 17. Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted to approve all six art projects.

BOARD OF SELECTMEN UPDATES

1. Director of Public Works and Sustainability Coordinator**:**
    a. Waste Audit Update: Ms. Wilson Martin presented a PowerPoint presentation of a waste characterization study, conducted by RSE USA, which will be used to inform a long-range plan for the Town's solid waste and recycling services. This was informational for the Board and no action was required.
    b. Next Steps for Compost Pilot: Ms. Wilson Martin presented a plan, Pilot 2.0, to be used by the Town to increase composting by incentivizing curbside, drop-off, and back yard composting options, the goal being to reduce the Town's tipping fees and build the curbside composting market. The program will run from November 2018 to June 2021. Pilot 2.0 will attempt to increase the number of households participating from 500 to 1500, test a compost drop-off program with 100 residents, and increase the number of residents who purchase home composting bins from 40 to 100. Members of Neighborhood Compost, a citizens' group interested in continuing and promoting the Pilot Program, were present and outlined some of their plans to get the word out to other Natick residents. Also informational for the Board, no action was required.

2. Drug Prevention, Outreach, and Public Safety/Opioid Task Force Update: Jim White, Director of Public Health, stated that the strategic plan devised by Health Resources would be integrated with the Town's outreach program. With the additional funds from the SAMHSA Grant ($125,000 per year for five years) and the State grant ($60,000), public outreach and assistance can continue without the need for Town funds. More resources and bodies can be secured to help in the fight against opioids and current programs can be expanded and enhanced. Chief Hicks stated he was recently informed of the award of a six-year grant from the Department of Mental Health's Jail Diversion Program, which will assign the Police Department with in-house consultants and other individuals to help with its work. Mr. White stated he would hope to have a work plan and set of goals together within the next three months and noted that two staff members will be attending training in Washington in December. In answer to Ms. Mistrot's question, Mr. White expressed interest in a brainstorming session with the Board of Selectmen.

DISCUSSION AND DECISION

1. Open Meeting Law Recap: Ms. Mistrot provided a very brief recap of the recent Open Meeting Law training session provided by the Attorney General's Office, noting that Pegasus would be airing the training session footage soon.

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2. 2019 Licensing Fees: Ms. Malone stated that she will have recommendations on future licensing fees. Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted in favor of scheduling a public hearing at its October 1st meeting to discuss possible changes in the current licensing fees.

3. 2018 Fall Annual Town Meeting Warrant Articles – 13, 14, 17, 27, 28, 33, 38, 39: Articles 13 and 14 will be postponed to the September 24th Selectmen's Meeting. Articles 17, 28, 38, and 39 were not taken up this evening.

Article No.	*1st*	*2nd*	*Action*	*Vote*
27	Mr. Jennett	Mr. Freedman	Referral to Sponsor And Planning Board	3-2-0*
		*Ms. Mistrot and Ms. Salamoff cast the dissenting votes		
33	Ms. Salamoff	Mr. Hickey	Referral to Natick Town Administrator	5-0-0

CONSENT AGENDA

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

a. Town Common use on 10/13/18 by America Needs Fatima for a Public Rosary Rally
b. Block party on Winnemay Street on 9/22/18 (rain date: 9/23/18)
c. Block party on Whittier Road on 10/13/18 (rain date: 10/14/18)
d. Resignation of David Gutierrez from the Transportation Advisory Committee

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

Ms. Mistrot wished Arthur Stone, a Natick resident of 70 years who now resides at Coolidge Gardens, a happy 100th birthday on September 20th. A letter was written and will be signed by the Board this evening. Mr. Jennett will attend Mr. Stone's birthday party on the 20th.

Ms. Mistrot reported that she received a request for a proclamation to promote Small Business Saturday, which will be brought forward at a future meeting.

Ms. Salamoff proposed that a policy be established such that Town Hall will close at 11:00 p.m. effective October 15, 2018. She also proposed that Town Agencies conclude their public meetings at 10:30 p.m., initially by agreement and later by a bylaw, with the exception of meetings necessary for scheduling and/or public health or safety emergencies.

CORRESPONDENCE

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 12:34 a.m.

_____

Michael J. Hickey, Jr., Clerk

September 17, 2018 Board of Selectmen Meeting Minutes Will Be Approved by the Board of Selectmen on October 1, 2018

All documents used at this Board of Selectmen meeting are available at:
https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=540&MinutesMeetingID=48&doctype=Agenda

DRAFT

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL
September 24, 2018
6:15 PM

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

ALSO PRESENT: Town Administrator Melissa Malone, Deputy Town Administrator/Operations Bill Chenard, and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 6:16 p.m., noting that a quorum was present, the meeting had been duly posted, and the meeting was being recorded by Natick Pegasus and Wellesley resident Ron Alexander. The Chair requested a motion to enter into Executive Session to discuss matters pertaining to strategy with respect to litigation or collective bargaining (New England Police Benevolent Association [NEPBA], Inc., Local 82) and the purchase, exchange, lease, or value of real property (Sawin House and Mechanic Street), 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 and litigation positions and the Town's interests. Mr. Jennett, seconded by Ms. Salamoff, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Chair announced that the meeting would return to Open Session at the conclusion of Executive Session. The Board entered into Executive Session at 6:19 p.m.

Open Session reconvened at 8:05 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS:

None.

CITIZEN'S CONCERNS

None.

DISCUSSION AND DECISION

Review of 2018 Fall Annual Town Meeting Warrant Articles – 1, 8, 13, 14, 26, 31, 38, 39: Extensive discussion ensued among the Board Members regarding the following Articles and the following votes were made.

DRAFT

Article No.	*Motion*	*1st*	*2nd*	*Action*	*Vote*
1	A	Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
	B	Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
	C	Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
	D	Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
8		Mr. Jennett	Ms. Salamoff	No Action	5-0-0
13	A	Mr. Jennett	Ms. Salamoff	Favorable Action	5-0-0
	B	Mr. Jennett	Ms. Salamoff	Favorable Action	5-0-0
	C	Mr. Jennett	Ms. Salamoff	Favorable Action	5-0-0
14	A	Mr. Jennett	Mr. Freedman	Favorable Action	5-0-0
	B	Mr. Jennett	Ms. Salamoff	Favorable Action	5-0-0
	C	Mr. Jennett	Ms. Salamoff	Favorable Action	5-0-0
	D	Mr. Jennett	Ms. Salamoff	Favorable Action	5-0-0
26		Mr. Jennett	Ms. Salamoff	Favorable Action	5-0-0
31	No vote was taken because litigation is pending in Land Court by the property owner				

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

Ms. Mistrot noted that the sponsor of Articles 38 and 39 is waiting on additional context relative to Article 38 so the Board of Selectmen will not take up that Article for discussion until that information is acquired. Article 39 has already been presented to the Finance Committee by the sponsor and the Board of Selectmen may take up Article 39 at the same time as Article 38 depending on what information is found.

Mr. Jennett asked how the Town would go about repainting the Lilja and Brown Schools' modulars, which are now painted in what he described as a "horrendous orange." Ms. Mistrot suggested including this topic on a future agenda.

Ms. Mistrot gauged the interest of the Board Members in terms of what Articles they would like to review at their October 1st meeting. Already slated for inclusion on that agenda are Article 17 (22 Pleasant Street), Articles 32, 35, and 41 (for which Town Meeting would like a Board opinion), and Article 40 (due to be taken up at FinCom tomorrow night). Article 42 may also possibly be included for discussion at the October 1st Selectmen's Meeting.

ADJOURNMENT

On a motion by Mr. Jennett, seconded by Mr. Hickey, the Board voted unanimously, confirmed by a roll call vote, to adjourn the Board of Selectmen's Meeting at 10:43 p.m.

_____

Michael J. Hickey, Jr., Clerk

DRAFT

September 24, 2018 Board of Selectmen Meeting Minutes Will Be Approved by the Board of Selectmen on October 1, 2018

All documents used at this Board of Selectmen meeting are available at:
https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=562&MinutesMeetingID=-1&doctype=Agenda

DRAFT

ITEM TITLE: Approve Carry the Fallen Ruck March-11/10/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	9/27/2018	Cover Memo
Map	9/27/2018	Cover Memo
Police Approval	9/27/2018	Cover Memo

FAX

SPECIAL ATTENTION:
CHIEF AND OVERNIGHT/DAY SHIFT SUPERVISOR OF THE FOLLOWING DEPARTMENTS: Hopkinton PD, Ashland PD, Framingham PD, Natick PD, Wellesley PD, Newton PD, Brookline PD, Boston PD

FROM: Adriane Wallace, Team Leader, *Carry the Fallen*- Team Minuteman
Email: Adriane.wallace@Yahoo.com
Cell phone: 603-944-0208

RE: Requesting Traffic Safety Escort/Assistance for *Carry the Fallen* Ruck March

DATE OF EVENT: November 10th, 2018

Carry the Fallen is requesting traffic/safety assistance again for their Ruck March in order to raise awareness/education/prevention of Veteran suicide and collect funds to help built a retreat for Veterans suffering from PTSD.

On Nov 10th, we will set out again with approx 25-50 participants from *Active Heroes* organization, Armed Forces, Veterans and civilians. Each will be carrying backpacks, flags, etc, and will be marching the entire Boston Marathon route starting at 0600. Participants will march in two columns and a trail vehicle will be following the group to provide warning to traffic and also support for those marching. There may also be 2 additional private vehicles. All participants will be wearing reflective clothing and carry a flash/headlight. Participants will mainly be on the sidewalks as much as possible in order to NOT disrupt traffic or cause any traffic concerns.

PLEASE SEE ATTACHED: The attached map will give a detailed breakdown of our arrival and exit of each town/city.

Who is Carry the Fallen?

Carry The Fallen is a Ruck-March (Hiking) EVENT with a purpose by and for ACTIVE HEROES, a 501c3 Charity coordinated by Volunteer Team Leaders. Team Minuteman is the Boston based team. Learn more at: https://activeheroes.org/carry-the-fallen

Video: https://vimeo.com/95668655

START

5:15 Arrive and sign in
5:45 National Anthem
6:00 Depart Hopkinton
6:25 Mile One
6:50 Mile Two
7:15 Mile Three
7:40 Mile Four (Entering Ashland)
8:05 Mile Five
8:30 Mile Six (Entering Framingham)
8:55 Mile Seven
9:20 Mile Eight
9:45 Mile Nine
10:10 Mile Ten, 50 Minute break at the Natick VFW, Mothers of Fallen Soldiers Memorial
11:25 Mile Eleven
11:50 Mile Twelve
12:15 Mile Thirteen, 20 minute break at Starbucks
1:00 Mile Fourteen (Entering Wellesley)
1:25 Mile Fifteen
1:50 Mile Sixteen
2:15 Mile Seventeen
2:40 Mile Eighteen
3:05 Mile Nineteen (Entering Newton)
3:30 Mile Twenty, 15 minute break at Heartbreak Hill
4:10 Mile Twenty-One
4:35 Mile Twenty-Two (Entering Brookline)
5:00 Mile Twenty-Three
5:25 Mile Twenty-Four (Entering Boston)
5:50 Mile Twenty-Five
6:15 Mile Twenty-Six
6:20 Arrive at the finish line on Boylston Street

DIRECTIONS:

The historic course starts on Main Street in the rural New England town of Hopkinton and follows Route 135 through Ashland, Framingham, Natick, and Wellesley to where Route 16 joins Route 135.

It continues on Route 16 through Newton Lower Falls to Commonwealth Avenue, turning right at the fire station onto Commonwealth which is Route 30.

It continues on Commonwealth through the Newton Hills, bearing right at the reservoir onto Chestnut Hill Avenue to Cleveland Circle.

The route then turns left onto Beacon Street continuing to Kenmore Square, and then follows Commonwealth Avenue inbound.

The course turns right onto Hereford Street (NOTE: against normal traffic flow) then left onto Boylston Street, finishing near the John Hancock Tower in Copley Square.

Please note anticipated times and expected stops along the route. Quick stops for participants to run into an establishment for purchases or to use the facilities are permitted.

Patricia O'Neil <poneil@natickma.org>

Carry The Fallen Nov 10th Ruck March

3 messages

Adriane Wallace <adriane.wallace@yahoo.com> Wed, Sep 26, 2018 at 11:24 AM
Reply-To: Adriane Wallace <adriane.wallace@yahoo.com>
Cc: Beth Donovan <beth.donovan@pd.boston.gov>, John Porter <jporter@hopkintonpd.org>, "mbyron@ashlandpd.org" <mbyron@ashlandpd.org>, "Keith R. Strange" <krs@framinghamma.gov>, Cara Rossi-Cafarelli <rossi-cafarelli@natickpolice.com>, Scott Showstead <sshowstead@wellesleyma.gov>, "lgassett@newtonma.gov" <lgassett@newtonma.gov>, "kstanton@brooklinema.gov" <kstanton@brooklinema.gov>, Patricia O'Neil <poneil@natickma.org>

Good morning,

We will be doing our annual Veteran's Day Ruck March for Carry The Fallen/Active Heroes on Nov 10th starting in Hopkinton and following the entirety of the Boston Marathon route. We anticipate between 25-50 people. Please find the information attached and let me know if you have any questions.

Have a great day

Adriane Wallace

2 attachments

ruckmap (1).jpg
1028K

Carry the Fallen Fax (2).docx
14K

Patricia O'Neil <poneil@natickma.org> Wed, Sep 26, 2018 at 11:34 AM
To: Brian Lauzon <lauzon@natickpolice.com>

Hi Brian. Recommendations?
[Quoted text hidden]
--
Trish O'Neil
Executive Assistant
Town of Natick
13 East Central Street
Natick, MA 01760
P: 508-647-6410

F: 508-647-6401
poneil@natickma.gov
www.natickma.gov

2 attachments

ruckmap (1).jpg
1028K

Carry the Fallen Fax (2).docx
14K

Brian Lauzon <lauzon@natickpolice.com> Thu, Sep 27, 2018 at 10:21 AM
To: Patricia O'Neil <poneil@natickma.org>

Trish,

As in past years we would recommend approving this request for a permit. This event has been going on for a number of years and we support it, when able, with on duty personnel. We do not anticipate any public safety issues and have the lead persons contact telephone number in the event we need to reach them during the march.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

ITEM TITLE: Correspondence 10/1/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence 10/1/18	9/28/2018	Cover Memo

Gmail by Google

Patricia O'Neil <poneil@natickma.org>

Fwd: Holiday Lighting Costs

1 message

Amy Mistrot <amistrot@natickma.org> Mon, Sep 24, 2018 at 9:10 AM
To: Selectmen <selectmen@natickma.org>

Hi all,
See below.
Thanks,
Amy

---------- Forwarded message ----------
From: **Jeremy Marsette** <jmarsette@natickma.org>
Date: Mon, Sep 24, 2018 at 9:07 AM
Subject: Fwd: Holiday Lighting Costs
To: Melissa Malone <mmalone@natickma.org>, Amy Mistrot <amistrot@natickma.org>

fyi, continuing our partnership improving and updating the holiday lights downtown!

thanks,
Jeremy

---------- Forwarded message ---------
From: **Athena** <info.natickcenter@gmail.com>
Date: Mon, Sep 24, 2018 at 9:01 AM
Subject: Re: Holiday Lighting Costs
To: Arthur Goodhind <agoodhind@natickma.org>
Cc: Jeremy Marsette <jmarsette@natickma.org>

Hi Art,

NCA has decided to contribute to the holiday lights downtown this year in the following areas:

1. South Main St. - 9 Light poles at $3,900.60
2. Main Street - 10 Concrete poles and 2 of the Black poles for $2,753.70 and the approx. for the 2 black light poles.

Our total contribution would be $7,000 for the 2018 Holiday Lights. If you could confirm that this is still possible, that would be great.

We were thinking that the DPW was going to take care of the cherry trees but that's your decision ultimately. We would enjoy seeing more lights on the common.

Thanks so much for doing this and we look forward to an even shinier holiday display this year!

Athena

Athena Pandolf
Executive Director
Natick Center Cultural District
ph: (508) 650-8848
www.NatickCenter.org

On Thu, Sep 6, 2018 at 7:07 AM Arthur Goodhind <agoodhind@natickma.org> wrote:

Thanks Athena,

That list is everything. If the groups decides to move forward with anything, has specific priorities or wants to start with only garland or every other pole or something like that please let me know. There are many options.

I have $2000 for a budget. I'm going to replace the bright white bulbs on the snowflake with warm white and see if I could stock some bows or a wreath or two.

Thanks,
Art

On Wed, Sep 5, 2018 at 8:52 PM, Athena <info.natickcenter@gmail.com> wrote:

Hi Art,

Thanks for sending over and I will review with my Executive Committee next week.

Athena

Athena Pandolf
Executive Director
Natick Center Cultural District
ph: (508) 650-8848
www.NatickCenter.org

On Tue, Sep 4, 2018 at 8:40 AM Arthur Goodhind <agoodhind@natickma.org> wrote:

Hello Athena,

Attached please find the unit costs and total costs for lights as discussed.

The list is broken down as follows:
Snow Flakes for Town Common Poles
Adding South Main Street wreaths, garland and bows
Adding garland to Main Street tall concrete poles
Adding garland, wreath and bows to Moran Square and maybe a lit T Sign
Adding garland, wreath and bows to the front of Eastern Bank on South Ave
Adding wreaths and bows to Washington Street with existing garland
The last section is wreaths, garland and bows the length of 135.

I did speak with Paul Carew, we are all set with Moran Square, he trusts us to be respectful.

The last item I need to do is check the plugs on the poles on RT 135 and South Main to make sure they operate with the photocell.

Thanks,
Art

--
Jeremy Marsette, PE
Director of Public Works
Town of Natick
75 West Street
Natick, MA 01760

From: Elliot Goodman elliotmarion98@gmail.com
Subject: ParkingTown Lot/Children's Department. Morse Library
Date: Aug 29, 2018 at 2:22:25 PM
To: mhickey@natickma.com
Cc: Linda Stetson lstetson@minlib.net

Hi. The Trustee meeting scheduled for yesterday will not happen for a few weeks.

At any rate, the problem I planned to address deals with the difficulty in access faced by the young mothers driving to the Children's department at the Morse Library. I have seen them arrive with one or two youngsters (and sometimes with a stroller) and heard of their struggles to find adjacent parking.

Parking at the Town Hall parking lot will be very helpful for them.

Thanks again for what you have accomplished.

Gmail by Google

Patricia O'Neil <poneil@natickma.org>

Community Service Dept: October Bulky Waste Pickup

1 message

Natick Community Services <info@communitypass.net> Thu, Sep 20, 2018 at 9:52 AM
Reply-To: Natick Community Services <sramsey@natickma.org>
To: poneil@natickma.org

Good Morning:

The Community Services Department would like to inform you of a great service available to Natick residents who are 60 years of age and older. There are still spaces available to take advantage of this opportunity, but they are going quickly -- call us today!

BULKY WASTE COLLECTION DAY

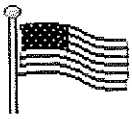
The Natick Council on Aging and the Natick Human Services Division is partnering with the Department of Public Works to hold a Bulky Waste Collection Day on **Saturday, October 20, 2018.** There are **only 25 slots remaining** for Natick residents aged 60 and older who may have difficulty paying the current bulky waste collection fees. For residents who sign up and are selected to participate in this program, bulky waste will be collected *at no charge*.

Some of the items that may be collected include:

Air Conditioners, Computer Monitors, Dehumidifiers, Snow Blowers, Storm Doors, Windows, Light Furniture, Toys, Microwaves, Bikes, Gas Grills, Tools, Exercise equipmentPlease refer to the Public Works website for a complete list of acceptable bulky waste items: http://www.natickma.gov/292/Bulk-Trash-Pickup

Participants will need to have all items placed at the curb by *Friday, October 19*. There will be a limited amount of volunteers available to assist those participants that need help getting items to the curb. **Please call Teri Checket or Debra Budd at (508)647-6542 for more information and to sign up for this program.** You will be asked to provide a list of your items.

This email was sent to poneil@natickma.org by info@communitypass.net. Click here to view our privacy policy: Privacy Policy. To unsubscribe or update your email preferences click HERE.



Paul E. Carew VSO
Warren Griffin President
Natick Veteran Services Department
Natick Veterans Council

The Department of Veteran Services with the Natick Veterans Council is doing an event to honor the 100th Anniversary of the end of WWI. On the 11th hour of the 11th day of the 11th month, November 11th 1918 an Armistice was signed to end the war. On this anniversary day we will do our normal Veterans Day services and later on we will go to the Natick Elks for another event to do a second ceremony to honor this date in history. The event at the Natick Elks will include a hot and cold brunch. This event will begin at 12:30 PM. Natick always goes the extra yards in honoring our veterans.

You can see this by the memorials at Moran Square (next to the downtown rail station) to the many squares to honor many Natick Veterans as well as the WWI original memorial at the Morse Library downtown Natick. Also an honor roll of those who have served from WWI to the Vietnam War.

We have a dedicated committee to making this a fine event which again will make Natick proud, again.

Our committee is made up of both veterans and supporters of the veterans. The Morse Library has three representatives in, Trustee Dr. Joseph Keefe Army Veteran, Oral History Director Maureen Sullivan and Historian Cary Holmes. We have veterans from the Natick Veterans Council, David Josselyn Vietnam - Army, Larry Hunnewell WWII - Navy, Steve Dobachesky Vietnam – Navy, Father Joseph Gallick Vietnam – VFW State Chaplain, COL Brett Conway MNG. Co-Chairs of the event are Paul E Carew VSO, Warren Griffin President Natick Veterans Council, and John Murphy Commander Natick American Legion Post 107.

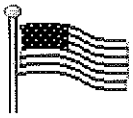
We are planning a Booklet with sponsor's ads and information those who served from Natick. This event is being funded totally by donations. All donors will be invited to the event at the Elks. This will be a family event and there will be displays of items from WWI and the times. 98 men from Natick served during WWI, in France.

We will also be including the history of the 26th Yankee Division, which was the first full division of American Troops sent to France, and last to leave. They were formed in 1917, many citizen soldiers from MA and other parts of the country.

If you would like to speak with one of the committee members here is our contact information. Contact me at pcarew@natickma.org or Warren at griffcher@juno.com or John Murphy at jmurphynatick@gmail.com

I can be contacted by phone at the listed numbers.

VSO Office: 508-647-6545 or cell 508-745-8893



Warren Griffin
President
Paul E Carew

VSO

Natick Veteran Services Department
Natick Veterans Council

100th Anniversary of Veterans Day
Displays of the times and guest speakers
Buffett Brunch

November 11th 2018

Event at Natick Elks
11/11/2018 at 12:30 PM

Donations accepted to fund this event
Contact Veterans Services for details
508-647-6545
Checks can be made out to the Natick Veterans Council C/O 100th Anniversary

VETERANS DAY Sunday November 11th 2018. 100th Anniversary of the end of WWI.

Parade Kicks off 9:30 AM sharp. Forms up at Morse's Tavern, East Central Street

1ST Wave
Army NSSC
MNG COL Conway Honor Guard
Police
Fire Department
Color Guard
Veterans Groups
High School
Veterans
Elected Officials

2nd Wave
Scouts
American Legion
Senior Shuttle
Police Cruiser

Parade proceeds down West Central to Forrest Street, cuts over to Pond Street and heads east to downtown and marches to the Library.

10:15 AM parade disbands in front of library for services.

10:20 AM INTRO / _____ INVOCATION

10:25 AM INTRO / Warren Griffin PRESIDENT OF THE NATICK VETERANS COUNCIL

10:30 AM INRO / REP DAVID LINSKY / HOUSE OF REPS

10:35 AM INTRO / _____ / Senate

10:40 AM INTRO / JOHNSON SCHOOL PEACE KEEPERS

10:50 AM INTRO / BG Natick Solider Systems Command / KEYNOTE SPEAKER

11:00 AM INTRO / OFFICER OF THE DAY / FOR 11/11/11 SERVICES
RECONIGHATION – 100th Anniversary

Pat announces Honor Guard Salute
Honor Guard fires
Taps

Closing Remarks / Paul E. Carew VSO

Thank you:
Morse Institute Library – Maureen Sullivan – Linda Stenson
Officer of the Day - Patrick Young
Sheila Young
Color guards – Army – MNG - Fire – Police
Firing Squad – Natick Veterans Council
Veteran Council – President Warren Griffin
Mr. Craig – NHS Band
Mr. Gross – American Legion Band
Senators & Representatives
Board of Selectman
Boy Scouts
Cub Scouts
Girl Scouts
John School Peacemakers
Ed Carr Metro west Regional Transportation
_____ – Sound
Randy Brewer – Pegasus

EVERSOURCE ENERGY

247 Station Drive, SE-370
Westwood, MA 02090

William Hayes
Supervisor
Electric Transmission
Vegetation Management

Date: 9/18/2018

Site Address: 23 Eliot Hill Rd Natick MA 01760

Mailing Address: 23 Eliot Hill Rd Natick MA 01760

Dear: Viano Maurizio

In accordance with the Commonwealth of Massachusetts regulations (220 CMR 22.00), Eversource is hereby providing notice of planned and scheduled vegetation maintenance work on the transmission right-of-way (ROW) that is located within your town or city limits this year.

The vegetation work will involve the removal of tree(s) marked with an "x" within or alongside the ROW. The removal work will be performed by qualified line clearance contractors and may include off-road bucket crews or manual climbing crews. The work to be performed is the removal of 1 small red maple located on your property.

In order to ensure the safe and reliable operation of the transmission system, we are required to manage vegetation so that it does not encroach upon the energized conductors. The work noted in your area will ensure that we obtain the clearances required to prevent vegetation encroachment. This work is being scheduled for the Spring/Summer 2019. The wood can be left per property owner's request.

As required by the regulations, you are being informed of this proposed work through this letter. We are also required to submit this notice to you through a door hanger or e-mail.

If you have any questions on the proposed work, please make contact at 781-441-3798.

Sincerely,

William N. Hayes Jr.

EVERSOURCE ENERGY

247 Station Drive, SE-370
Westwood, MA 02090

William Hayes
Supervisor
Electric Transmission
Vegetation Management

Date: 9/18/2018

Site Address: 20 Dover Rd Natick MA 01760

Mailing Address: 20 Dover Rd Natick MA 01760

Dear: Carl Frost

In accordance with the Commonwealth of Massachusetts regulations (220 CMR 22.00), Eversource is hereby providing notice of planned and scheduled vegetation maintenance work on the transmission right-of-way (ROW) that is located within your town or city limits this year.

The vegetation work will involve the removal of tree(s) marked with an "**x**" within or alongside the ROW. The removal work will be performed by qualified line clearance contractors and may include off-road bucket crews or manual climbing crews. The work to be performed is the removal of 1 large red oak located on your property.

In order to ensure the safe and reliable operation of the transmission system, we are required to manage vegetation so that it does not encroach upon the energized conductors. The work noted in your area will ensure that we obtain the clearances required to prevent vegetation encroachment. This work is being scheduled for the Spring/Summer 2019. The wood can be left per property owner's request.

As required by the regulations, you are being informed of this proposed work through this letter. We are also required to submit this notice to you through a door hanger or e-mail.

If you have any questions on the proposed work, please make contact at 781-441-3798.

Sincerely,

William N. Hayes Jr.

Gmail by Google

Patricia O'Neil <poneil@natickma.org>

Fwd: Something nice

1 message

Amy Mistrot <amistrot@natickma.org> Fri, Sep 28, 2018 at 11:08 AM
To: Selectmen <selectmen@natickma.org>, Tom Hladick <thladick@natickma.org>
Cc: "Adams, Paul" <PAUL.ADAMS@middlesexbank.com>

Hi Trish and Donna,
Could you please put this lovely email into Correspondence for the 10/1 agenda materials?

Tom,
Please see below to share with Jason directly. Many thanks for his extraordinary care while on the job.

Thanks,
Amy

---------- Forwarded message ----------
From: **Adams, Paul** <PAUL.ADAMS@middlesexbank.com>
Date: Fri, Sep 28, 2018 at 10:51 AM
Subject: Something nice
To: "Amy Mistrot (amistrot@natickma.org)" <amistrot@natickma.org>

Hi Amy,

It was nice seeing you; albeit briefly at Natick Days. You looked terrific. I wanted to share something with you. Last Wednesday was recycle day in my neighborhood. I just happened to have the day off and just happened to be out in front of my house when the truck came to empty our recycle bin. I recently had another back surgery so I don't move too well or too quickly. As the robotic arm lowered my bin, I hobbled over to retrieve it. Much to my astonishment, the truck stopped and the driver got out of his cab. "I can tell when someone has a bad back, where would you like me to take your bin?" The fact that this man noticed my limp and had the courtesy and empathy to stop his truck and offer to help me, absolutely blew me away! Stuff like that doesn't typically happen but this guy went above and beyond to help me. I thought I would pass it along to you. His name is Jason Palmer and he works for Tommy Hladick. He restored my faith in human nature.

Have a great weekend.

Paul

Paul J. Adams
Vice President
Senior Construction Lender
NMLS # 759326
MiddlesexSavingsBank
Telephone: 508-315-5417

Facsimile: 508-655-0032
Cellular: 508-654-2781

P Please consider the environment before printing this email.
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To The Board;

On the proposal by Mr. Ostroff, how would the people clear the sidewalks in front of their homes if they don't have a sidewalk. Also, how would people clear snow in front of their homes when the snowplows push snow onto the sidewalks at intersections? And along sidewalks near clear driveways.

Sincerely,
A Concerned citizen