



NATICK BOARD OF SELECTMEN
AGENDA
Edward H. Dlott Meeting Room
Monday, October 15, 2018
6:00 PM

Agenda Posted Thursday, 10/11/18 at 5:15 PM

(Times listed are approximate. Agenda items will be addressed in an order determined by the Chair.)

1. 6:00 - OPEN SESSION

Call to Order

Roll Call Vote to Enter Executive Session

2. 6:05 - EXECUTIVE SESSION

This portion of the meeting is not open to the public.

- A. Purpose 3-To discuss strategy with respect to litigation where discussion in open session could be detrimental to the Town's position: Kurtin, et al v. Natick Planning Board, et al, 18-MISC-00456 (Land Court)
- B. 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
 - Mechanic Street
 - 22 Pleasant Street
- C. Approve Executive Session Meeting Minutes - 10/2/18
- D. To conduct strategy sessions in preparation for negotiations with nonunion personnel

3. 7:30 - RECONVENE OPEN SESSION

Pledge of Allegiance / Moment of Silence

4. 7:35 - ANNOUNCEMENTS

- A. Open Meeting Law Complaints
- B. 2018 Natick Trails Day-10/20/18
- C. Natick High School After Prom Party-5/25/18 Midnight-5:00 AM
- D. Route 27/North Main Street Update
- E. Fall Hydrant Flushing

F. Reminder to Remove Signs

5. 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.

6. 7:55 - APPOINTMENTS

- A. Richard Schafer: Interview for Appointment to the Zoning Board of Appeals
Associate Member Term Expires 5/1/2021

7. 8:00 - REQUESTED ACTION

- A. Smashburger Acquisition-Boston, LLC: Application for a Common Victualer's License
- B. Public Hearing: Smashburger - Transfer of S12 Wine & Malt Restaurant License and Change in Manager
- C. Public Hearing Continued from 8/6/18-Change of Address from 10 Border Road to 19 Winslow Road
- D. Eversource: Approve Grant of Location-Tyler Street
- E. Veterans' Services Officer
- 100th Anniversary of Veterans' Day
 - Public Hearing: Square Dedication at Melvin & Beverly Roads on 10/27/18 at noon in Honor of Sgt. Robert Bradford White, Korean War Marine Corps Veteran

8. 8:30 - DISCUSSION AND DECISION

- A. Director of Public Works/Town Engineer: Revision to Selectmen's Policy Regulating Street Opening Permits
- B. Public Hearing: 2019 Licensing Fees
- C. Review of 2018 Fall Annual Town Meeting Warrant Articles
- D. Fiscal Year 2019 Certified Free Cash
- E. Cloverleaf 40B Update
- F. Joint Facilities Restructuring Update

9. SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

10. 10:30 - CONSENT AGENDA

- A. Ratify 5 Auburn St License
- B. Approve High St "Natick Haunted Yards" Block Party 10/27/18
- C. Approve Meeting Minutes
- 11/28/17
 - 5/14/18
 - 6/11/18
 - 7/9/18

- 7/30/18
- 10/1/18

11. TOWN ADMINISTRATOR NOTES

12. SELECTMEN'S CONCERNS

13. CORRESPONDENCE

A. Correspondence 10/15/18

14. ADJOURNMENT

NEXT MEETING DATES: Mon. 10/29, Tue. 11/13, Mon. 11/26

Agenda posted in accordance with Provisions of M.G.L. Chapter 30, Sections 18-25

Meeting recorded by Natick Pegasus

ITEM TITLE: Pledge of Allegiance / Moment of Silence
ITEM SUMMARY:

ITEM TITLE: Open Meeting Law Complaints

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Town Counsel's Response to AGO RE Complaints Filed by Wellesley Resident Ronald Alexander	10/11/2018	Cover Memo



Karis L. North
knorth@mhtl.com

October 10, 2018

**VIA FIRST CLASS MAIL
AND EMAIL (openmeeting@state.ma.us)**

Office of the Attorney General
Division of Open Government
One Ashburton Place
Boston, MA 02108

Re: Open Meeting Law Complaint – Ronald Alexander v. Natick Board of Selectmen

Dear Sir or Madam:

This firm represents the Town of Natick (“Town”) and its Board of Selectmen (“Board”). This correspondence is in response to eight allegations of Open Meeting Law (“OML”) violations made against the Board by Ronald Alexander (“Mr. Alexander”). The Board received these eight complaints between September 19, 2018 and September 23, 2018. I am responding on behalf of the Board based upon a vote of the Board on October 2, 2018 in a properly noticed executive session for such purpose, under Exemption 1.

Although there are eight separate complaints, a review of each complaint reveals that certain complaints share similarities. As such, the Board deems it appropriate to respond to the complaints in three separate groups:

- 1) Group I – Complaints 1, 2, and 3 (attached hereto as Exhibit A);
- 2) Group II – Complaints 4 and 5 (attached hereto as Exhibit B); and
- 3) Group III – Complaints 6, 7, and 8 (attached hereto as Exhibit C).

GROUP I

A. Nature of the Complaints

The first three complaints all involve the Board’s August 20, 2018 meeting. Specifically, the first complaint alleges insufficient detail in the posted agenda because an Open Session (“OS”) is not listed prior to the Executive Session (“ES”) and also because of the fact that the date and time of the meeting notice’s posting is absent. The second complaint alleges an improper entrance into ES due to the fact that there was no OS posted and it also alleges a violation because the Chair did not notify all

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attendees that the meeting was being recorded. The third complaint alleges a violation based on the fact that no OS was listed prior to the ES notice.

B. Analysis

Despite three separate complaints containing significant amounts of repetitive allegations, Mr. Alexander's first three complaints can be boiled down to his allegation that the Board needed to post an OS prior to the ES posting, that the Chair needed to notify all attendees that the meeting was being recorded by Natick Pegasus – the Natick Public Access Cable TV station,¹ and that the notice did not contain the date and time of posting.

i. Posting of an OS Prior to Entering into ES

Based on its review and analysis of the three complaints, the Board understands that it should post an OS for the sole, procedural purpose of entering into ES. Prior guidance from the Attorney General's office ("AGO") on this point is inconsistent. In some instances the AGO has found an OML violation when an OS was not posted on the agenda preceding an ES. However, there is one decision of the Attorney General, which, on nearly identical facts to those here, found no violation and merely offered a suggestion to correct the behavior. The Board has taken affirmative steps to change their agenda postings, so that an OS is always posted prior to an ES, for the sole purpose of entering into ES. See BOS Agenda dated September 24, 2018, attached hereto as Exhibit D. Finally, the Board adamantly disagrees with Mr. Alexander that the failure to list OS prior to ES (merely for procedural rather than substantive purposes) in the agenda could ever constitute two separate violations. The Board believes that no violation should be found given the guidance of OML 2015-110.

ii. Notification of Recording Devices

Mr. Alexander's complaint that the Chair must inform all attendees of any video recordings is apparently based on M.G.L. c. 30A, § 20(f), which states:

After notifying the chair of the public body, any person may make a video or audio recording of an open session of a meeting of a public body, or may transmit the meeting through any medium, subject to reasonable requirements of the chair as to the number, placement and operation of equipment used so as to not interfere with the conduct of the meeting. At the beginning of the meeting, the chair shall inform other attendees of any recordings.

¹ According to its website: "Natick Pegasus Inc. is a 501(c)3 non-profit corporation, formed to manage the Access cable channels for the town of Natick. The channels programmed by Natick Pegasus are carried by Comcast, RCN and Verizon, in the same way that all other television stations are carried by the cable company. Our funding is provided by the cable subscribers of Natick by means of an access fee, stipulated in cable contracts signed between Comcast, RCN and Verizon and the town of Natick." <https://www.natickpegasus.org/mission-statement.html>

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Mr. Alexander alleges “[t]he Chair failed to notify all attendees of any recordings.” Alexander Complaint # 2, Summary ¶ 5(c). The Board disagrees with Mr. Alexander’s interpretation of the statute such that the Chair must notify attendees of the recording of the meeting by Natick Pegasus and notes that Mr. Alexander misstates the language in the statute. First, the statute does not require notification of, “all attendees.” Rather it actually states that the chair, “...shall inform other attendees.” As such, a plain reading of the statute requires the Chair to inform the other attendees at the meeting if a person is recording, pursuant to M.G.L. c. 30A, § 20(f). Further, to the extent that Mr. Alexander is complaining that the Chair failed to give other attendees notice of the Natick Pegasus recording, this interpretation is inconsistent with the plain language of the statute, and inconsistent with the intent of the statute. The language is directed towards individuals, who are attending the meeting, where a meeting is being recorded by individuals also attending the meeting. This does not apply to the recording by Natick Pegasus, and thus there is no Open Meeting Law violation.

iii. Date and Time of Posting of Agenda

Finally, the Board acknowledges that because of the method of posting the agenda for the meeting (via Novus Agenda), the date and time the agenda was posted was not included in the agenda. However, the Board has remedied that absence by now indicating the date and time of each meeting’s posting. *See e.g.*, Agendas for the following meeting dates: September 24, 2018; October 2, 2018; and October 11, 2018, as Exhibits D-F, attached hereto. Thus, the Board is in compliance with 940 CMR 29.03 1(d), based on the remedial action already taken, so no further action is required.

C. Penalties Sought

For each three of these complaints, Mr. Alexander requests a public statement and apology acknowledging the particular OML violation, that the AGO find that the Board intentionally violated the OML, and that the AGO fine the Board. In addition, for complaints one and two Mr. Alexander requests that the AGO invalidate the August 20, 2018 ES and also immediately order the release of the August 20, 2018 ES minutes. Lastly, relative to complaint three, Mr. Alexander asks that the AGO censure and imprison the Board.²

Because none of these violations are intentional, none of the penalties requested by Mr. Alexander should be imposed here. Per 940 CMR 29.02, an intentional violation is:

An act or omission by a public body thereof, in knowing violation of M.G.L. c. 30A, §§ 18 through 25. Evidence of an intentional violation of M.G.L. c. 30A, §§ 18 through 25 shall include, but not be limited to, the public body member that: (a) acted with specific intent to violate the law; (b) acted with deliberate ignorance of the law’s

² Mr. Alexander’s request for imprisonment of the BOS is not only absurd, but is illegal on its face. Time should not be wasted trying to determine whether this is a serious request or rather one made in jest, but the request itself must be strongly considered in viewing the credibility, mindset, and motivation of Mr. Alexander in his pursuit of these claims.

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requirements; or (c) was previously informed by receipt of a decision from a court of competent jurisdiction or advised by the Attorney General, pursuant to 940 CMR29.07 or 940 CMR 29.08 that the conduct violates M.G.L. c. 30A, §§ 18 through 25.

There are absolutely zero bases in Mr. Alexander's claim as there was no specific intent to violate the law, no deliberate ignorance displayed, and certainly no prior adverse decision regarding this same conduct. Mr. Alexander asserts that, "[s]ince this violation occurred after the guidance from Attorney Manganaro was provided on July 27, 2018, this violation should be considered to be intentional." Alexander Complaint 3, Summary ¶ 10. Further, Mr. Alexander referenced five OML opinions in his complaints. Neither the guidance from AAG Manganaro nor the five OML opinions even remotely support Mr. Alexander's contention on an intentional violation. AAG Manganaro's guidance came in the form of a document titled, "Natick School Committee Open Meeting Law Mediation Questions about Open Meeting Law for the Attorney General." The Board was not part of any such mediation and any knowledge gained in a (most likely confidential) mediation between the Natick School Committee and Mr. Alexander cannot be attributed to the Board.

Should the AGO determine that the Board did indeed commit a violation of the OML, the only appropriate sanction would be to order compliance with the law. Mr. Alexander has requested several potential penalties for which he has either cited no precedential authority or an authority that has no bearing on this case. Specifically, relative to his request for a public apology, invalidation of ES minutes, and censure, the cases cited by Mr. Alexander do not address these remedies or have any application to the facts of this case. Moreover, most of these penalties are not even enumerated as a potential enforcement option under M.G.L. c. 30, § 23(c).

GROUP II

A. Nature of Complaints

Both of these complaints relate to the Board's meeting of July 30, 2018. Complaint #4 alleges a violation stemming from the Board's failure to respond to Mr. Alexander's request to inspect the OS minutes from the July 20, 2018 OS. Complaint #5 alleges a violation related to the Board's failure to timely release the OS minutes from the July 30, 2018 OS.

B. Analysis

Mr. Alexander's complaints allege a violation of M.G.L. c. 30A, § 22 (c). This section states that, "Minutes of all open sessions shall be created and approved in a timely manner. The minutes of an open session, if they exist and whether approved or in draft form, shall be made available upon request by any person within 10 days." Furthermore, 940 CMR 29.11(2) has defined a "timely manner" as, "...within the next three public body meetings or within 30 days, whichever is later, unless the public body can show good cause for further delay."

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The statute and the regulations create somewhat confusing and contradictory obligations on behalf of the public bodies. In one case, the minutes of an open session must be turned over within 10 days after a request, in the other, the public body has 30 days or 3 meeting sessions, “whichever is later” to prepare and approve minutes. In the first instance, the 10-day requirement is modified by the phrase “if they exist.” Here, Mr. Alexander ignores that phrase, and claims that any open session minutes must be turned over within 10 days.

Although Mr. Alexander made two separate complaints, it should be noted that the triggering event for each complaint was the one email he sent on September 10, 2018 to inspect OS and ES minutes of the Board and the Natick Finance Committee. *See* Email of September 10, 2018 to Natick Board of Selectmen, attached hereto as Exhibit G.

The Board has prepared draft minutes, and has sent them to Mr. Alexander. *See* Letter of October 10, 2018 from Donna Donovan to Ron Alexander, attached hereto as Exhibit H. It is in the process of reviewing those minutes to approve and make final, and has these minutes on its agenda for the October 15, 2018 meeting. The Board inadvertently overlooked these meeting minutes, as the meeting was a public forum, where no action of the Board was taken. No further action is required to be taken by the AGO.

C. Penalty Sought

For these complaints, Mr. Alexander wants the Board to issue a public statement and apology acknowledging the particular violation, for the AGO to find that the Board intentionally violated the OML, and for the AGO take steps to censure the Board, including hearings and fines. As to the fourth complaint only, Mr. Alexander also requests a response to his request.

Mr. Alexander asserts that the Board acted intentionally in committing these alleged violations based on his statement that members of the Board attended one or both of two OML training sessions in Natick. Per Mr. Alexander, the Massachusetts Association of School Committees offered the first on June 25, 2018 and the AGO offered the second at the Natick Library on September 12, 2018. Furthermore, members of the Board, “...certified by their signatures that they have received the OML training materials, have read them, and understand the consequences of violating those law.” *Alexander Complaint # 5, Summary ¶ 8.*³

Even if Mr. Alexander’s statements about these trainings and general statements about attendance by certain members of the Board are accurate, they have absolutely no bearing on whether the allegation in complaints 4 and 5 are indeed intentional violations because, once again, Mr. Alexander has neither done nor shown anything to even remotely suggest the Board’s specific intent, deliberate ignorance, or receipt of prior judicial/AGO guidance to warrant the finding of an intentional violation.

³ Mr. Alexander did not submit any documentation in support of these statements.

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GROUP III

A. Nature of Complaints

Complaints numbers 6, 7, and 8 all deal with alleged violations occurring on different days, and each violation alleges a failure to timely review ES minutes after a request by Mr. Alexander. The relevant dates of meetings for which minutes are sought are August 6, 2018; August 20, 2018; and September 6, 2018.

B. Analysis

These three complaints are all governed by M.G.L. c. 30A, § 22(g)(2) which states that:

Upon request by any person to inspect or copy the minutes of an executive session or any portion thereof, the body shall respond to the request within 10 days following receipt and shall release any such minutes not covered by an exemption under subsection (f); provided, however, that if the body has not performed a review pursuant to paragraph (1), the public body shall perform the review and release the non-exempt minutes, or any portion thereof, not later than the body's next meeting or 30 days, whichever first occurs. A public body shall not assess a fee for the time spent in review.

940 CMR 29.11(2) provides additional guidance concerning the preparation of meeting minutes. This regulation states, "Minutes of all open and executive sessions shall be created and approved in a timely manner" and a timely manner (as previously defined) is either thirty days or three meetings of that board, whichever is longer.

In these complaints, Mr. Alexander alleges that prior to a September 13, 2018 Board meeting, he had made three requests for meeting minutes, which under § 22(g)(2) mandated a review of the ES minutes from the August 6, 2018 meeting; the August 20, 2018 meeting; and the September 6, 2018 meeting. The first two requests were made on September 10, 2018 and the third request was made on September 11, 2018.

As a beginning point, it should be noted that a conflict seems to exist relative to M.G.L. c. 30A § 22(g)(2) and CMR 29.11(2). The CMR allows for a maximum thirty day timeframe to create and review all OS and ES minutes, but c. 30A § 22(g)(2) can create a much smaller period of time based on when a request for ES minutes occurs and when the next meeting is scheduled. For instance, if a public body had an ES on September 1, 2018, the CMR dictates that the body would have thirty days (or longer) to create and approve minutes. However, under § 22(g)(2), if a person made a request for the September 1, 2018 ES minutes on September 2, 2018 and another meeting was scheduled for just one week later on September 8, 2018, then the September 1, 2018 ES minutes would have to be ready for public distribution and reviewed at that September 8, 2018 meeting. Such a result is entirely unfair to the public body.

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As applied to the facts underlying complaints 6, 7, and 8, the conflict between the OML statute and the OML regulations is readily apparent. Under the guidance of the regulations there is no violation relative to the August 20, 2018 ES minutes as the allegation of violation (September 13, 2018) occurred before the thirty day period ended. The conflict becomes even more problematic when considering that Mr. Alexander alleges a violation pertaining to the Board not reviewing the September 6, 2018 minutes at the September 13, 2018 meeting. However, Mr. Alexander did not even file a request until September 11, 2018. With only two days between receipt of the request and the alleged violation of September 13, 2018, it is doubtful that the matter could have even been properly posted for review within that very narrow window.

Given this conflict and the "gotcha" approach displayed by Mr. Alexander, the Board requests that the AGO find no violation. Rather the Board seeks both guidance and clarification from the AGO moving forward. Should the AGO find that a violation occurred, the Board requests an order of compliance and nothing more. These three complaints merely regurgitate the penalties sought in complaints 1-6. As such, for the reasons stated above, the facts set forth in this letter, and Mr. Alexander's lack of support for his request, no penalties should be assessed against the Town of Natick.

Thank you for reviewing this response. Please contact me if the AGO has any further questions or requires further information concerning this appeal.

Sincerely,

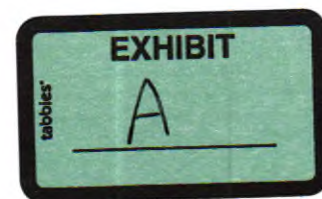


Karis L. North

cc: Ron Alexander, Complainant (via email only)
Amy Mistrot, Chair, Natick Board of Selectmen (via email only)
Diane Packer, Natick Town Clerk (via email only)
Melissa Malone, Natick Town Administrator (via email only)



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108



OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

Instructions for filing a complaint:

- o Fill out the attached two-page form completely and sign it. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address it. At the same time, the body must send the Attorney General a copy of the response. The public body may delegate this responsibility to its counsel or a staff member, but only after it has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- o If you are not satisfied with that the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, e-mail, or by hand, but only once you have waited for 30 days after filing the complaint with the public body.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by e-mail at openmeeting@state.ma.us.



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Ronald Last Name: Alexander

Address: P.O. Box 81003

City: Wellesley State: MA Zip Code: 02481

Phone Number: +1 (617) 651-1120 Ext.

Email: ron.alexander10@comcast.net

Organization or Media Affiliation (if any): Self

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Natick, MA Board of Selectmen

Specific person(s), if any, you allege committed the violation: All Members

Date of alleged violation: Aug 20, 2018

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Summary: The Natick, MA Board of Selectmen (Board) provided Insufficient Detail in the posted agenda for the Board meetings on August 20, 2018. The Board therefore violated the Open Meeting Law (OML) on August 20, 2018.

Details (unless otherwise specified all dates below refer to dates in 2018):

- 1) On August 20, 2018, starting at approximately 6:00 p.m., the Board convened in open and executive sessions. The posted agenda for the meetings that day is attached hereto.
- 2) The posted agenda states that there will be an Executive Session at 6:00 p.m. and an Open Session at 7:15.
- 3) The "official" video of the meeting(s) on August 20 may be viewed at <https://www.natickpegasus.org/>. This video makes it clear that these meetings did indeed occur, and what transpired at those meetings.
- 4) Review of the posted agenda shows that the Board committed the following errors:
 - a. The Board failed to state the date and time that the meeting notice was posted on the meeting posting. See Attorney General's Open Meeting Law Presentation Handout from Natick, MA OML training session September 12, 2018, Slide 16.
 - b. The Committee failed to list "open session" for the session that began at 6:00 p.m. OML 2015-110; OML 2013-9; OML 2012-68. See also July 27, 2018 responses from Kevin Manganaro of the Attorney General's office (attached hereto), Issue #2, stating that "public bodies must list "open session" on the meeting notice."
- 5) The Board therefore violated several of the requirements for posting the meeting(s) on August 20, 2018.
- 6) Also attached are one or more precedent determinations where other public bodies or committees were found guilty of similar violation(s)

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

- 1) I want the Board to make a public statement and apology, during an Open Session of the Board admitting that they violated Open Meeting Law by improperly posting the meetings on August 20, 2018.
- 2) I request that the Attorney General invalidate the August 20 executive session, and order the Board to disclose the minutes from that executive session immediately.
- 3) I request that the Attorney General find that the above violation(s) are intentional, and fine the Board.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: _____

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

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- 4) Review of the posted agenda shows that the Board committed the following errors:
 - a. The Board failed to state the date and time that the meeting notice was posted on the meeting posting. See Attorney General's Open Meeting Law Presentation Handout from Natick, MA OML training session September 12, 2018, Slide 16.
 - b. The Committee failed to list "open session" for the session that began at 6:00 p.m. OML 2015-110; OML 2013-9; OML 2012-68. See also July 27, 2018 responses from Kevin Manganaro of the Attorney General's office (attached hereto), Issue #2, stating that "public bodies must list "open session" on the meeting notice."
- 5) The Board therefore violated several of the requirements for posting the meeting(s) on August 20, 2018.
- 6) Also attached are one or more precedent determinations where other public bodies or committees were found guilty of similar violation(s) of the Open Meeting Law and its regulations.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

- 1) I want the Board to make a public statement and apology, during an Open Session of the Board admitting that they violated Open Meeting Law by improperly posting the meetings on August 20, 2018.
- 2) I request that the Attorney General invalidate the August 20 executive session, and order the Board to disclose the minutes from that executive session immediately.
- 3) I request that the Attorney General find that the above violation(s) are intentional, and fine the Board.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

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II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

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By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Ronald Alyash

Date: Sep. 19, 2018

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108

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Instructions for filing a complaint:

- o Fill out the attached two-page form completely and sign it. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address it. At the same time, the body must send the Attorney General a copy of the response. The public body may delegate this responsibility to its counsel or a staff member, but only after it has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- o If you are not satisfied with that the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, e-mail, or by hand, but only once you have waited for 30 days after filing the complaint with the public body.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

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OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Ronald Last Name: Alexander

Address: P.O. Box 81003

City: Wellesley State: MA Zip Code: 02481

Phone Number: +1 (617) 651-1120 Ext.

Email: ron.alexander10@comcast.net

Organization or Media Affiliation (if any): Self

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Natick, MA Board of Selectmen

Specific person(s), if any, you allege committed the violation: All Members

Date of alleged violation: Aug 20, 2018

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

SUMMARY: The Natick, MA Board of Selectmen (Board) Improperly Entered into an Executive Session meeting on August 20, 2018. The Board therefore violated the Open Meeting Law (OML) on August 20, 2018.

DETAILS (all dates below refer to dates in 2018 unless otherwise specified):

- 1) On August 20, 2018, starting at approximately 6:00 p.m., the Board convened in open and executive sessions. The posted agenda for the meetings that day is attached hereto.
- 2) The posted agenda states that there will be an Executive Session at 6:00 p.m. and Open Session at 7:15 p.m.
- 3) The "official" video of the meeting(s) on August 20 may be viewed at <https://www.natickpegasus.org/>. This video makes it clear that these meetings did indeed occur, and what transpired at those meetings.
- 4) The minutes of the August 20 meetings have not yet been released.
- 5) Review of the attached agenda and the official video shows that the Board committed the following violations of the Open Meeting Law:
 - a. The open session that preceded the executive session was not properly posted, since no details were provided as to what would be discussed during that open session.
 - b. The Committee failed to list "open session" for the session that began at 6:00 p.m. OML 2015-110; OML 2013-9; OML 2012-68; OML 2013-85; OML 2013-141. See also July 27, 2018 responses from Attorney Kevin Manganaro of the Attorney General's office (attached hereto), Issue #2, stating that "public bodies must list "open session" on the meeting notice."
 - c. The Chair failed to notify all attendees of any recordings (Natick Pegasus recorded the meeting). G.L. c. 30A, §520 (f)

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

- 1) I want the Board to make a public statement and apology, during an Open Session of the Board, admitting that they violated Open Meeting Law by improperly entering in executive session on August 20, 2018.
- 2) I request that the Attorney General invalidate the August 20 executive session, and order the Board to disclose the minutes from that executive session immediately.
- 3) I request that the Attorney General find that the above violation(s) are intentional, and fine the Board.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: _____

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

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DETAILS (all dates below refer to dates in 2018 unless otherwise specified):

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 - c. The Chair failed to notify all attendees of any recordings (Natick Pegasus recorded the meeting). G.L. c. 30A, §520 (f)
- 6) The Board therefore violated several of the requirements for convening open session and entering executive session on August 20.
- 7) Also attached are one or more precedent determinations where other public bodies or committees were found guilty of similar violation(s) of the Open Meeting Law and its regulations.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

- 1) I want the Board to make a public statement and apology, during an Open Session of the Board, admitting that they violated Open Meeting Law by improperly entering in executive session on August 20, 2018.
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By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: _____

For Use By Public Body
Date Received by Public Body: _____

For Use By AGO
Date Received by AGO: _____



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108

OPEN MEETING LAW COMPLAINT FORM

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Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Ronald Last Name: Alexander

Address: P.O. Box 81003

City: Wellesley State: MA Zip Code: 02481

Phone Number: +1 (617) 651-1120 Ext.

Email: ron.alexander10@comcast.net

Organization or Media Affiliation (if any): Self

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Natick, MA Board of Selectmen

Specific person(s), if any, you allege committed the violation: All Members

Date of alleged violation: Aug 20, 2018

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Summary: The Natick, MA School Board of Selectmen (Board) Failed to Properly Post the agenda of the open session meeting(s) of the Board that were held on August 20, 2018. The Board therefore violated the Open Meeting Law (OML) on August 20, 2018.

Details (unless otherwise specified all dates below refer to dates in 2018):

- 1) On August 20, 2018, at approximately 6:00 p.m., the Board met in open session. The posted agenda for the meetings that day is attached hereto.
- 2) The posted agenda does not say that there will be an open session at 6:00 p.m. prior to the executive session, nor does it list any of the subjects that will be discussed during that open session.
- 3) To date, none of the minutes for any meetings of the Board on August 20 have been disclosed or released. However, the "official" video of the meeting(s) on August 20 may be viewed at <https://www.natickpegasus.org/>. This video makes it clear that these meetings did indeed occur, and what transpired at those meetings.
- 4) The OML states that "Except in an emergency, in addition to any notice otherwise required by law, a public body shall post notice of every meeting at least 48 hours prior to such meeting, excluding Saturdays, Sundays and legal holidays. In an emergency, a public body shall post notice as soon as reasonably possible prior to such meeting. Notice shall be printed in a legible, easily understandable format and shall contain the date, time and place of such meeting and a listing of topics that the chair reasonably anticipates will be discussed at the meeting." G.L. c. 30A s. 20 paragraph b.
- 5) Since the Board failed to post notice of the August 20 6:00 p.m. open session at any time, place, manner, shape, or form, the Board violated the Open Meeting Law when it convened the August 20 open session at approximately 6:00 p.m.
- 6) The Committee failed to list "open session" for the session that began at 6:00 p.m. OML 2015-110; OML 2013-9; OML 2012-68; OML 2013-85;

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

- 1) I want the Board to make a public statement and apology, during an Open Session of the Board admitting that they violated Open Meeting Law by Failing to Post the Aug. 20, 2018 6:00 p.m. open session meeting.
- 2) I want the Board to cease violating the Open Meeting Law.
- 3) I request that the Attorney General find that the above violation(s) are intentional, and take all steps appropriate to censure the Board for these violations, including fines and imprisonment.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

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III. Submit Your Complaint to the Public Body.

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By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: _____

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Summary: The Natick, MA School Board of Selectmen (Board) Failed to Properly Post the agenda of the open session meeting(s) of the Board that were held on August 20, 2018. The Board therefore violated the Open Meeting Law (OML) on August 20, 2018.

Details (unless otherwise specified all dates below refer to dates in 2018):

- 1) On August 20, 2018, at approximately 6:00 p.m., the Board met in open session. The posted agenda for the meetings that day is attached hereto.
- 2) The posted agenda does not say that there will be an open session at 6:00 p.m. prior to the executive session, nor does it list any of the subjects that will be discussed during that open session.
- 3) To date, none of the minutes for any meetings of the Board on August 20 have been disclosed or released. However, the "official" video of the meeting(s) on August 20 may be viewed at <https://www.natickpegasus.org/>. This video makes it clear that these meetings did indeed occur, and what transpired at those meetings.
- 4) The OML states that "Except in an emergency, in addition to any notice otherwise required by law, a public body shall post notice of every meeting at least 48 hours prior to such meeting, excluding Saturdays, Sundays and legal holidays. In an emergency, a public body shall post notice as soon as reasonably possible prior to such meeting. Notice shall be printed in a legible, easily understandable format and shall contain the date, time and place of such meeting and a listing of topics that the chair reasonably anticipates will be discussed at the meeting." G.L.c. 30A s. 20 paragraph b.
- 5) Since the Board failed to post notice of the August 20 6:00 p.m. open session at any time, place, manner, shape, or form, the Board violated the Open Meeting Law when it convened the August 20 open session at approximately 6:00 p.m.
- 6) The Committee failed to list "open session" for the session that began at 6:00 p.m. OML 2015-110; OML 2013-9; OML 2012-68; OML 2013-85; OML 2013-141. See also July 27, 2018 responses from Attorney Kevin Manganaro of the Attorney General's office (attached hereto), Issue #2, stating that "public bodies must list 'open session' on the meeting notice."
- 7) The Board therefore violated several of the requirements for convening open session and entering executive session on August 20.
- 8) Also attached are one or more precedent determinations where other public bodies or committees were found guilty of similar violation(s) of the Open Meeting Law and its regulations.
- 10) Since this violation occurred after the guidance from Attorney Kevin Manganaro was provided on July 27, 2018, this violation should be considered to be intentional.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

- 1) I want the Board to make a public statement and apology, during an Open Session of the Board admitting that they violated Open Meeting Law by Failing to Post the Aug. 20, 2018 6:00 p.m. open session meeting.
- 2) I want the Board to cease violating the Open Meeting Law.
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By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Ronald Alyard

Date: Sep. 19, 2018

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108



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Office of the Attorney General
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Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Ronald Last Name: Alexander

Address: P.O. Box 81003

City: Wellesley State: MA Zip Code: 02481

Phone Number: +1 (617) 651-1120 Ext.

Email: ron.alexander10@comcast.net

Organization or Media Affiliation (if any): Self

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Natick, MA Board of Selectmen

Specific person(s), if any, you allege committed the violation: All Members

Date of alleged violation: Sep 21, 2018

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

SUMMARY: The Natick, MA School Board of Selectmen (Committee) has Failed to Timely Respond to a request to inspect the minutes of the open session meeting(s) of the Committee that were held on July 30, 2018 within the ten (10) day statutory time limit. The Committee is therefore in violation of the Open Meeting Law (OML).

DETAILS (all dates below refer to dates in 2018 unless otherwise specified):

- 1) On July 30, 2018, at approximately 6:00 p.m., the Committee met in open and executive sessions. The posted agenda for that meeting is attached hereto.
- 2) On September 10, 2018, I sent a request, via email, to the Committee for the minutes for all open and executive session meetings held by the Committee on July 30, 2018. My request is attached hereto.
- 3) The OML states that "Minutes of all open sessions shall be created and approved in a timely manner. The minutes of an open session, if they exist and whether approved or in draft form, shall be made available upon request by any person within 10 days." G.L. c. 30A s. 22 paragraph c. By that law, the July 30 open session minutes requested on September 10 were due to be responded to and released no later than end of day on Thursday, September 20, 2018. (12:00 a.m. on Friday, September 21, 2018).
- 4) I did not receive a response from the Committee regarding this request by end of day on Thursday, September 20, 2018. In fact, to date I have not received any response whatsoever from the Committee regarding this request. On Thursday, September 20, 2018, I did receive an email with some attachments from Ms. Donna Donovan, Senior Executive Assistant for the Town of Natick, but this email did not make any mention of my request for the July 30 minutes nor were the July 30 minutes attached to the email.
- 5) Since the Committee has Failed to Respond to my request to inspect the July 30 open session minutes within the statutory time limit, the Committee has violated the Open Meeting Law.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

- 1) I want the Committee to make a public statement and apology, during an Open Session of the Committee, that they violated Open Meeting Law and Failed to Timely Respond to a request to inspect the July 30, 2018 open session meeting minutes.
- 2) I want the Committee to respond to my request.
- 3) I request that the Attorney General find that the above violation(s) are intentional, and take all steps appropriate to censure the Committee for these violations, including hearings and fines.

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By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: _____

For Use By Public Body

Date Received by Public Body:

For Use By AGO

Date Received by AGO:

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

SUMMARY: The Natick, MA School Board of Selectmen (Committee) has Failed to Timely Respond to a request to inspect the minutes of the open session meeting(s) of the Committee that were held on July 30, 2018 within the ten (10) day statutory time limit. The Committee is therefore in violation of the Open Meeting Law (OML).

DETAILS (all dates below refer to dates in 2018 unless otherwise specified):

- 1) On July 30, 2018, at approximately 6:00 p.m., the Committee met in open and executive sessions. The posted agenda for that meeting is attached hereto.
- 2) On September 10, 2018, I sent a request, via email, to the Committee for the minutes for all open and executive session meetings held by the Committee on July 30, 2018. My request is attached hereto.
- 3) The OML states that "Minutes of all open sessions shall be created and approved in a timely manner. The minutes of an open session, if they exist and whether approved or in draft form, shall be made available upon request by any person within 10 days." G.L. c. 30A s. 22 paragraph c. By that law, the July 30 open session minutes requested on September 10 were due to be responded to and released no later than end of day on Thursday, September 20, 2018. (12:00 a.m. on Friday, September 21, 2018).
- 4) I did not receive a response from the Committee regarding this request by end of day on Thursday, September 20, 2018. In fact, to date I have not received any response whatsoever from the Committee regarding this request. On Thursday, September 20, 2018, I did receive an email with some attachments from Ms. Donna Donovan, Senior Executive Assistant for the Town of Natick, but this email did not make any mention of my request for the July 30 minutes nor were the July 30 minutes attached to the email.
- 5) Since the Committee has Failed to Respond to my request to inspect the July 30 open session minutes within the statutory time limit, the Committee has violated the Open Meeting Law.
- 6) Since September 21, 2018, 12:00 a.m. was the date of the alleged violation, this Complaint is being filed "within 30 days of the alleged violation" as stated in the instructions above.
- 7) Also attached are one or more precedent determinations where other public bodies were found guilty of similar violation(s) of the Open Meeting Law and its regulations.
- 8) Note that at least two (2) Open Meeting Law training sessions have been conducted in Natick, MA this year: 1) By the MASC on Monday, June 25, 2018, and 2) by the Attorney General on Wednesday, September 12, 2018 in the Natick Library. Several members of the Committee attended one or both of these training sessions. Additionally, the members of the Committee have certified by their signatures that they have received the OML training materials, have read them, and understand the consequences of violating those laws. As such, there is no excuse for these violations ("Ignorance of the law is no excuse."), and these violations should thus be considered intentional.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

- 1) I want the Committee to make a public statement and apology, during an Open Session of the Committee, that they violated Open Meeting Law and Failed to Timely Respond to a request to inspect the July 30, 2018 open session meeting minutes.
- 2) I want the Committee to respond to my request.
- 3) I request that the Attorney General find that the above violation(s) are intentional, and take all steps appropriate to censure the Committee for these violations, including hearings and fines.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Ronald D. Alyson

Date: Sep. 23, 2018

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108

OPEN MEETING LAW COMPLAINT FORM

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- o Fill out the attached two-page form completely and sign it. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

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- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address it. At the same time, the body must send the Attorney General a copy of the response. The public body may delegate this responsibility to its counsel or a staff member, but only after it has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- o If you are not satisfied with that the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, e-mail, or by hand, but only once you have waited for 30 days after filing the complaint with the public body.
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OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Ronald Last Name: Alexander

Address: P.O. Box 81003

City: Wellesley State: MA Zip Code: 02481

Phone Number: +1 (617) 651-1120 Ext.

Email: ron.alexander10@comcast.net

Organization or Media Affiliation (if any): Self

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Natick, MA Board of Selectmen

Specific person(s), if any, you allege committed the violation: All Members

Date of alleged violation: Sep 21, 2018

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Summary: The Natick, MA School Board of Selectmen (Committee) has Failed to Timely Release the minutes of the open session meeting(s) of the Committee that were held on July 30, 2018 within the ten (10) day statutory time limit. The Committee is therefore in violation of the Open Meeting Law (OML).

Details (all dates below refer to dates in 2018 unless otherwise specified):

- 1) On July 30, 2018, at approximately 6:00 p.m., the Committee met in open and executive sessions. The posted agenda for that meeting is attached hereto.
- 2) On September 10, 2018, I sent a request, via email, to the Committee for the minutes for all open and executive session meetings held by the Committee on July 30, 2018. My request is attached hereto.
- 3) The OML states that "Minutes of all open sessions shall be created and approved in a timely manner. The minutes of an open session, if they exist and whether approved or in draft form, shall be made available upon request by any person within 10 days." G.L. c. 30A s. 22 paragraph c. By that law, the July 30 open session minutes requested on September 10 were due to be responded to and released no later than end of day on Thursday, September 20, 2018. (12:00 a.m. on Friday, September 21, 2018).
- 4) I did not receive a response from the Committee regarding this request by end of day on Thursday, September 20, 2018. In fact, to date I have not received any response whatsoever from the Committee regarding this request. On Thursday, September 20, 2018, I did receive an email with some attachments from Ms. Donna Donovan, Senior Executive Assistant for the Town of Natick, but this email did not make any mention of my request for the July 30 minutes nor were the July 30 minutes attached to the email.
- 5) Since the Committee has Failed to Release the July 30 open session minutes within ten (10) days of my request on September 10, the Committee has violated the Open Meeting Law.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

- 1) I want the Committee to make a public statement and apology, during an Open Session of the Committee, admitting that they violated Open Meeting Law and Failed to Timely Release the July 30, 2018 open session meeting minutes.
- 2) I request that the Attorney General find that the above violation(s) are intentional, and take all steps appropriate to censure the Committee for these violations, including hearings and fines.

Review, sign, and submit your complaint

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By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: _____

For Use By Public Body

Date Received by Public Body:

For Use By AGO

Date Received by AGO:

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Summary: The Natick, MA School Board of Selectmen (Committee) has Failed to Timely Release the minutes of the open session meeting(s) of the Committee that were held on July 30, 2018 within the ten (10) day statutory time limit. The Committee is therefore in violation of the Open Meeting Law (OML).

Details (all dates below refer to dates in 2018 unless otherwise specified):

- 1) On July 30, 2018, at approximately 6:00 p.m., the Committee met in open and executive sessions. The posted agenda for that meeting is attached hereto.
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- 8) Note that at least two (2) Open Meeting Law training sessions have been conducted in Natick, MA this year: 1) By the MASC on Monday, June 25, 2018, and 2) by the Attorney General on Wednesday, September 12, 2018 in the Natick Library. Several members of the Committee attended one or both of these training sessions. Additionally, the members of the Committee have certified by their signatures that they have received the OML training materials, have read them, and understand the consequences of violating those laws. As such, there is no excuse for these violations ("Ignorance of the law is no excuse."), and these violations should thus be considered intentional.

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Note: This text field has a maximum of 500 characters.

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By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Ronald D. Alyson

Date: _____

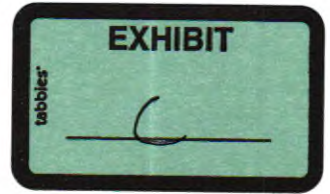
Sep. 23, 2018

For Use By Public Body
Date Received by Public Body: _____

For Use By AGO
Date Received by AGO: _____



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108



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- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

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- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address it. At the same time, the body must send the Attorney General a copy of the response. The public body may delegate this responsibility to its counsel or a staff member, but only after it has met to review the complaint.
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- o If you are not satisfied with that the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, e-mail, or by hand, but only once you have waited for 30 days after filing the complaint with the public body.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

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OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Ronald Last Name: Alexander

Address: P.O. Box 81003

City: Wellesley State: MA Zip Code: 02481

Phone Number: +1 (617) 651-1120 Ext.

Email: ron.alexander10@comcast.net

Organization or Media Affiliation (if any): Self

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Natick, MA Board of Selectmen

Specific person(s), if any, you allege committed the violation: All Members

Date of alleged violation: Sep 13, 2018

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Summary: On September 13, 2018, the Natick, MA Board of Selectmen (Committee) Failed to Timely Review the minutes from the executive session meeting on August 6, 2018. The Committee therefore violated the Open Meeting Law (OML) on September 13, 2018.

Details (all dates below refer to dates in 2018 unless otherwise specified):

- 1) On August 6, 2018, starting at approximately 6:00 p.m., the Committee met in open and executive sessions. The posted agenda for that meeting is attached hereto.
- 2) On September 10, 2018, I sent a request, via email, to the Committee for the minutes for all open and executive session meetings held by the Committee on August 6, 2018. My request is attached hereto.
- 3) On September 13, 2018, the Committee again met in open and executive sessions. This was the NEXT regular meeting of the Committee following my September 10 request for executive session minutes. The posted agendas for the September 13 meetings are attached hereto.
- 4) The posted agenda for the September 13 meetings does not indicate that any review of any executive session minutes would be performed during those meetings. Furthermore, no review of any executive session minutes was actually performed during the September 13 meetings.
- 5) The Open Meeting Law states that "Upon request by any person to inspect or copy the minutes of an executive session or any portion thereof, ... the public body shall perform the review and release the non-exempt minutes, or any portion thereof, not later than the body's next meeting or 30 days, whichever first occurs." G.L. c. 30A s. 22 p. g(2).
- 6) Since the Committee failed to perform a review of the August 6 executive session minutes during any of the meetings on September 13, the Committee violated the Open Meeting Law.
- 7) Since September 13, 2018 was the date of the alleged violation, this Complaint is being filed "within 30 days..."

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

- 1) I want the Committee to make a public statement and apology, during an Open Session of the Committee, admitting that they violated Open Meeting Law by Failing to Timely Review the Aug 6 Exec Session Minutes.
- 2) I request that the Attorney General invalidate the Aug 6 executive session, and order the Committee to disclose the minutes from that executive session to me immediately.
- 3) I request that the Attorney General find that the above violation(s) are intentional, and fine the Committee.

Review, sign, and submit your complaint

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By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: _____

For Use By Public Body

Date Received by Public Body:

For Use By AGO

Date Received by AGO:

Description of alleged violation:

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By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Ronald D. Alexadi

Date: Sep. 23, 2018

For Use By Public Body
Date Received by Public Body:

For Use By AGO
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Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Ronald Last Name: Alexander

Address: P.O. Box 81003

City: Wellesley State: MA Zip Code: 02481

Phone Number: +1 (617) 651-1120 Ext.

Email: ron.alexander10@comcast.net

Organization or Media Affiliation (if any): Self

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Natick, MA Board of Selectmen

Specific person(s), if any, you allege committed the violation: All Members

Date of alleged violation: Sep 13, 2018

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Summary: On September 13, 2018, the Natick, MA Board of Selectmen (Committee) Failed to Timely Review the minutes from the executive session meeting on August 20, 2018. The Committee therefore violated the Open Meeting Law (OML) on September 13, 2018.

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- 6) Since the Committee failed to perform a review of the August 20 executive session minutes during any of the meetings on September 13, the Committee violated the Open Meeting Law.
- 7) Since September 13, 2018 was the date of the alleged violation, this Complaint is being filed "within 30 days..."

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

- 1) I want the Committee to make a public statement and apology, during an Open Session of the Committee, admitting that they violated Open Meeting Law by Failing to Timely Review the Aug 20 Exec Session Minutes.
- 2) I request that the Attorney General invalidate the Aug 20 exec session, and order the Committee to disclose the minutes from that executive session to me immediately.
- 3) I request that the Attorney General find that the above violation(s) are intentional, and fine the Committee.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: _____

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:

Description of alleged violation:

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- 9) Note that at least two (2) Open Meeting Law training sessions have been conducted in Natick, MA this year: 1) By the MASC on Monday, June 25, 2018, and 2) by the Attorney General on Wednesday, September 12, 2018 in the Natick Library. Several members of the Committee attended one or both of these training sessions. Additionally, the members of the Committee have certified by their signatures that they have received the OML training materials, have read them, and understand the consequences of violating those laws. As such, there is no excuse for these violations ("ignorance of the law is no excuse."), and these violations should thus be considered intentional.

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- 1) I want the Committee to make a public statement and apology, during an Open Session of the Committee, admitting that they violated Open Meeting Law by Failing to Timely Review the Aug 20 Exec Session Minutes.
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By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Ronald D. Alyashin

Date: Sep. 23, 2018

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108

OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

Instructions for filing a complaint:

- o Fill out the attached two-page form completely and sign it. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address it. At the same time, the body must send the Attorney General a copy of the response. The public body may delegate this responsibility to its counsel or a staff member, but only after it has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- o If you are not satisfied with that the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, e-mail, or by hand, but only once you have waited for 30 days after filing the complaint with the public body.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by e-mail at openmeeting@state.ma.us.



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Ronald Last Name: Alexander

Address: P.O. Box 81003

City: Wellesley State: MA Zip Code: 02481

Phone Number: +1 (617) 651-1120 Ext.

Email: ron.alexander10@comcast.net

Organization or Media Affiliation (if any): Self

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Natick, MA Board of Selectmen

Specific person(s), if any, you allege committed the violation: All Members

Date of alleged violation: Sep 13, 2018

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

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By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Ronald D. Alyson

Date: _____

Sep. 23, 2018

For Use By Public Body
Date Received by Public Body: _____

For Use By AGO
Date Received by AGO: _____



BOARD OF SELECTMEN
Edward H. Dlott Meeting Room
AGENDA
September 24, 2018
6:15 PM

6:15: Convene Open Session for roll call vote to enter Executive Session. 6:20: Convene Executive Session. Reconvene Open Session at conclusion of Executive Session. Times listed are approximate. Agenda items will be addressed in an order determined by the Chair. Agenda posted on Thursday, September 20, 2018 at approximately 5:30 p.m. Time of meeting changed from 6:00 to 6:15 p.m. and agenda re-posted at approximately 6:10 p.m. on 9/20/18 to reflect new meeting time. Agenda amended on 9/21/18 at approximately 9:55 a.m. to remove discussion of certain 2018 FATM Articles. Revised agenda posted 9/21/18 at approximately 10:00 a.m.

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

To discuss 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

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. Sawin House
- b. Mechanic Street

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.

DISCUSSION AND DECISION

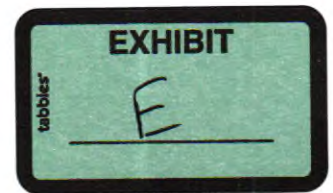
1. Review of 2018 Fall Town Meeting Warrant Articles: 1, 8, 13, 14, 26, 31, 38, 39

TOWN ADMINISTRATOR NOTES

SELECTMEN'S CONCERNS

NEXT MEETING DATES: 10/1, 10/15, 10/29

BOARD OF SELECTMEN
Wilson Middle School, 22 Rutledge Road, Natick - Principal's
Conference Room
AGENDA
October 2, 2018
5:30 PM



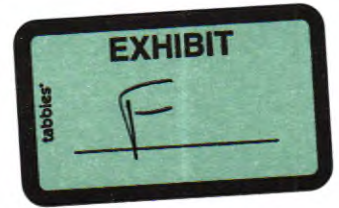
5:30: Convene Open Session. At conclusion of Open Session: Roll call vote to enter Executive Session. The Board will not return to Open Session at conclusion of Executive Session. Times listed are approximate. Agenda items will be addressed in an order determined by the Chair. Agenda posted on Friday, 9/28/18 at 10:33 a.m.

CITIZENS' CONCERNS

EXECUTIVE SESSION

To discuss receipt of and response to Open Meeting Law Complaint - under purpose 1 (receipt of complaint against a public body)

BOARD OF SELECTMEN
Edward H. Dlott Meeting Room
AGENDA
October 11, 2018
5:30 PM



Agenda Posted on October 9, 2018 at 10:50 AM / REVISED &
REPOSTED on October 9, 2018 at 11:23 AM

This meeting will be recorded by Natick Pegasus. 5:30: Convene Open Session. At conclusion of Open Session: Roll call vote to enter Executive Session. The Board will not return to Open Session at the conclusion of Executive Session. Times listed are approximate. Agenda items will be addressed in an order determined by the Chair.

CITIZENS' CONCERNS

SELECTMEN'S CONCERNS

TOWN ADMINISTRATOR NOTES

EXECUTIVE SESSION

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: 22 Pleasant Street

NEXT MEETING DATES: 10/15, 10/29, 11/13



Ron Alexander
P.O. Box 81003
Wellesley Hills, MA 02481
ron.alexander10@comcast.net

Natick Board of Selectmen
Natick, MA
Selectmen@natickma.org
publicrecords@natickma.org

Date: September 10, 2018

Subject: Request to inspect all minutes from Natick Board of Selectmen and Finance Committee meetings July 30, 2018 and August 2018.

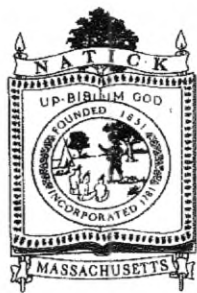
Dear Natick Board of Selectmen:

This is a request under the Massachusetts Open Meeting Law (M.G.L. c. 30A, §§ 18-25):

1. I request to inspect all minutes created for or during *all* Open *and* Executive meetings of the Natick Board of Selectmen, the Natick Finance Committee, and any and all sub-committees on the following dates:
 - a. July 30, 2018.
 - b. The month of August 2018 (August 1-31, 2018).

Please note that I only request to *inspect* these records. I do not request to have any copies of these records made for me. If any of these records exist in electronic form (PDF, Word document, email, etc.) I request to *inspect* the original electronic versions of the records, not copies or printouts of the electronic records. In the interest of saving time and natural resources, I request that any documents that exist in electronic form be emailed to ron.alexander10@comcast.net. If it is convenient for you (and also to conserve natural resources), any records that exist in hard copy format may be scanned to PDF format and emailed to ron.alexander10@comcast.net.

Sincerely,
Ron Alexander



Town of Natick
Massachusetts 01760
www/natickma.gov

Melissa A. Malone
Town Administrator

William D. Chenard
Deputy Town Administrator/Operations

John M. Townsend
Deputy Town Administrator/Finance

October 10, 2018

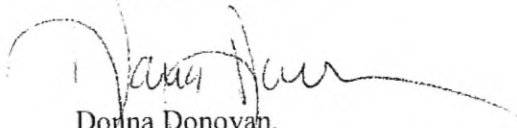
Ron Alexander
P.O. Box 81003
Wellesley Hills, MA 02481
ron.alexander10@comcast.net

Dear Mr. Alexander:

On behalf of the Natick Board of Selectmen, in response to your request to review minutes of the Natick Board of Selectmen from the meeting of July 30, 2018, please find enclosed minutes from the July 30, 2018 meeting.

Please contact the Town Clerk's office if you have any questions or concerns.

Sincerely,



Donna Donovan,
Records Access Officer, Natick Board of Selectmen

Enclosure

cc: Diane Packer, Town Clerk

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

COMMUNITY-SENIOR CENTER GREAT ROOM – 117 EAST CENTRAL STREET

July 30, 2018

6:00 PM

PRESENT: Chairman Amy Mistrot, Vice Chair Susan Salamoff, Clerk., Michael Hickey, Jonathan Freedman, Richard P. Jennett

ALSO PRESENT:

Board of Health: Chairman Don Breda, Ian Wong

Finance Committee members: Chairman Patrick Hayes, Dirk Coburn, David Coffey, Jeff DeLuca, Bruce Evans, David Gallo, Mike Linehan, Dan McCauley, Jim Shurlock, Dan Sullivan, Kristine Van Amsterdam, Linda Whollschlager,

Planning Board members: Chairmain Glen Glater, Terri Evans, Jullian Munich, John Wadsworth

Town Staff: Town Administrator Melissa Malone; Police Chief James Hicks, Board of Health Director, Jim White, Director of Community and Economic Development Committee, Jamie Erickson; Town Planner, Ted Fields, Attorney Katie Laughman of KP Law, PC.

The meeting convened at 6:00 p.m.

CITIZEN'S CONCERNS

No citizen's concerns

DISCUSSION AND DECISION

1. Discussion of adult-use marijuana regulation implementation

Mr. Erickson gave a presentation on Adult Use Marijuana in Natick. Mr. Erickson identified the staff working group as well as relevant town boards and committees who have been providing input along the process. Mr. Erickson outlined the timeline from 2016 when the state-wide vote on adult marijuana use took place through December of 2018 when the Town will be seeking approval of local regulations and policies, including when the Board of Selectmen provided direction to develop responsible regulations after the Cannabis Control Commission regulations were published during the spring of 2018. Mr. Erickson also identified which regulations and/or policies would regulate marijuana use such as health, zoning, and licensing issues and which boards would be responsible for each type of regulation.

Mr. Erickson shared a Town of Natick map on which where possible areas for both industrial use and retail use overlay districts. The map reflected where schools, both public and private, are located with required buffer zones drawn around each to identify the locations that had to be eliminated from consideration. As

July 30, 2018

well, similar buffer zones were drawn around major playgrounds to provide a similar area of protection from where children would congregate.

Questions, concerns, and input was received by all board members present in a planned rotation to allow for equal access for all boards and to provide at least one opportunity for each member to engage on the topic.

No votes were taken on this topic. The meeting was intended to share an update on the current process for responsible regulation and provide feedback/general direction to the working group as they finalize the work needed to create the warrant articles ahead of the required action during Town Meeting.

Documents: Adult use Marijuana in Natick Presentation dated June 21, 2018
Draft - Zoning Map of Natick reflecting possible overlay districts

2. Discussion of the downtown parking garage project

Mr. Erickson shared a history of the downtown parking garage and summary of events that have led to the current Walker Consultant proposal for four possible parking garage options.

In June, 2017 an RFQ was issued to select a consultant to prepare a comprehensive Natick Center Parking Garage Feasibility Study for the existing municipal parking lot at 20 Middlesex Avenue. Walker Associates conducted the feasibility study which Town Planner, Ted Fields presented to the Boards. The study included an existing conditions assessment of the of the project site, a market analysis, and public outreach to discuss the existing parking challenges, the type and style of a future garage, the mixed-use development in the downtown area and financing options for a potential garage. Four potential garage design concepts were presented.

Mr. Erickson, Mr. Fields and Ms. Malone addressed questions from all board members in a planned rotation to maximize participation from each board and to allow all members to ask at least one question.

No action was taken on this topic. The meeting was intended to share information to the relevant boards who could in turn provide feedback and direction to the Community and Economic Development office on the four possible parking garage options from which two options might be put forth for further development.

Documents: Town of Natick Parking Structure Feasibility presentation prepared by Walker Consultants, VHB and Abramson & Associates, Inc. dated July 26, 2018.

SELECTMEN'S CONCERNS

There were no selectmen's concerns.

ADJOURNMENT

The meeting adjourned at 9:50 p.m.

July 30, 2018

Michael J. Hickey, Jr., Clerk

July 30, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____, 2018

ITEM TITLE: 2018 Natick Trails Day-10/20/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Announcement	10/9/2018	Cover Memo
Flyer	10/9/2018	Cover Memo



Town of Natick
Open Space Advisory Committee
Massachusetts 01760

October 3, 2018

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

NATICK TRAILS DAY SET FOR OCTOBER 20

The 9th annual Natick Trails Day is scheduled for October 20, 2018, from 9 am to 3 pm at Pegan Cove. This annual event encourages Natick residents to explore our trail system and work together to perform important cleanup and maintenance work necessary to make our trails attractive and safe.

Natick residents are invited to join this year's Trails Day project at Tony Anniballi Park at Pegan Cove, a short walk from Natick Center. The event will be staged from the parking lot and trailhead, located on the west side of Washington Avenue, north of the railroad bridge. Participants may come for any part of the day.

Families are welcome, and there will be age-appropriate work for all. Projects include cutting back invasive plants and laying down wood chips to smooth the trail, with much of the work focusing on the new North trail. People are encouraged to bring tools such as loppers, shovels, gloves, and wheelbarrows, but there will be tools available for everyone. Participants should plan to bring their own water and food.

This year's Trails Day is sponsored by the Natick Open Space Advisory Committee. The committee wishes to acknowledge Pat Conaway, who has organized the event in all prior years and who will participate in a support role this year.

It is not necessary to sign up in advance, although it will help with event planning. To RSVP or ask question, go to the Facebook event page (*Natick Trails Day at Pegan Cove Park 2018*) or email Doug Drenik at ddrenik@hotmail.com.

Natick Trails Day 2018

- **When:** Saturday, October 20, 2018, 9 am – 3 pm
- **Where:** Pegan Cove Parking Lot (Washington Ave.)

Please join us for a day of trail work to improve Natick Center's closest trail system. Give back to the community, make new friends, and improve one of Natick's best-kept secrets. Come for an hour or the full day. Bring tools if you've got them (loppers, shovels, gloves, wheelbarrows, etc.) or we'll supply them. Kids welcome!



RSVP (optional) or Questions:

Facebook "Natick Open Space"

Email Doug Drenik: ddrenik@hotmail.com

Sponsored by Natick Open Space Advisory Committee

ITEM TITLE: Natick High School After Prom Party-5/25/18 Midnight-5:00 AM
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Announcement	10/15/2018	Cover Memo

For 31 years, yes, 31!, Natick has led the way in establishing an exciting, and growing, trend across the region: the After Prom Party (APP). This safe, fun and free event is **open to all** Natick High Juniors and Seniors, **regardless of whether or not they attend the prom**. The APP, held from midnight to 5 am, includes music, dancing, food, activities, games and raffles. Increasingly well-attended, **2018's event drew nearly 600 students** to an inclusive, all-night celebration free of alcohol and drugs including for students who cannot attend prom due to financial affordability issues or social anxiety issues at a couple-centric, formal event. This is especially important given the current opioid epidemic across our state and often hitting home here in Natick.

Broad community support from a wide range of corporate sponsors, retail businesses and civic organizations helped us raise close to \$30,000 last winter/spring, for which we are truly grateful. Other donations came from municipal and religious groups as well as from school and student organizations. This kind of community engagement is one of the things that makes Natick such a great place to work and live. We all understand the dangers and consequences of underage drinking and substance use, and the increasing pressure on young people to participate. Not only does the APP provide a safe, no-cost, inclusive event in a safe, well-chaperoned venue, it also demonstrates firsthand to our students that alcohol or drugs are not required to celebrate and have a good time, instilling lifelong healthy habits and making our community safer.

In 2019, the prom is planned for May 24, with the APP to be held in the early morning hours of May 25. This event is 100% volunteer run. Dozens of volunteers work for 8 months to plan, organize, fundraise, and chaperone this celebration which is free for all students, but costs nearly \$30,000 annually.

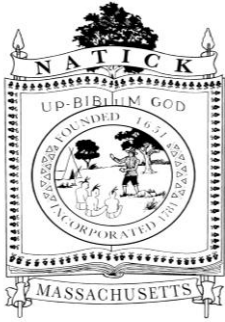
Please send donations to Natick APP c/o Natick High School, [15 West St.](#)

ITEM TITLE: Route 27/North Main Street Update

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Update Memo-J. Errickson	10/10/2018	Cover Memo
N of Rt 9 Property Owner Meeting Notice	10/10/2018	Cover Memo
S of Rt 9 Property Owner Meeting Notice	10/10/2018	Cover Memo



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

To: Amy Mistrot, Chair, Board of Selectmen (BOS)

From: Jamie Errickson, Director

CC: Melissa Malone, Town Administrator
Mark Coviello, Project Manager/Engineer

Date: October 10, 2018

RE: Route 27 North Main Street Update – Right of Way/Abutter Meetings

Community and Economic Development staff continues to make great progress on the Route 27 North Main Street improvement project. 75% design plans were submitted to MassDOT for review at the end of July and the Town recently received comments on the Right of Way (ROW) plans included as part of that submission. Similar to the CRT, in order to advance the project the Town is obligated to obtain all ROW, which is extensive for North Main Street – over 200 properties are impacted either by temporary easement, permanent easement, or a land acquisition (very few).

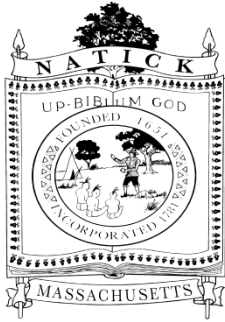
To advance this project and conversation with impacted property owners, CED staff scheduled two public meetings (open house style) to review the project details with abutters. These meetings are scheduled as follows:

- North of Route 9 section - Monday, November 5, Wilson Middle School, 6pm to 8:45pm.
- South of Route 9 section - Wednesday, November 7, Libowitz Room, Morse Institute Library, 6pm to 8:45pm.

Attached are a two letters CED sent to property owners along North Main Street as notification for these meetings. These meetings seek to target direct abutters to the project in order to provide an opportunity to discuss the specific impacts of the project on abutting properties. CED Staff will also outline the process the Town must follow in order to secure the necessary ROW, as required by federal regulations.

The meetings are not intended to discuss the overall design - though that will likely happen to some degree. The Town is working with MassDOT to schedule a design update meeting to occur at some point this fall or early winter.

Please do not hesitate to contact me or Mark Coviello with any questions.



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

October 9, 2018

**Re: North Main Street Roadway Improvements Project
Informational Meeting for Impacted Property Owners – North of Route 9**

Dear Property Owner,

The Town of Natick through its consultant, BETA Group Inc., is completing the design work associated with the North Main Street Roadway Improvements Project. The project is currently at the 75% design level. The construction of this project will be funded using both state and federal money through the Boston Region's Transportation Improvement Program (TIP). The project (TIP Project #605034) currently has a construction bid advertising date of 7/13/19, with a Notice to Proceed (NTP) of 11/10/19. Construction is anticipated to start on or about 3/1/20 and should take approximately 3 years to complete.

The project includes two sections of North Main Street (Route 27), north and south of Route 9. The section north of Route 9 extends approximately 1 mile from the Wayland town line to the Route 9/27 Shopping Plaza driveway just north of Route 9. The section south of Route 9 extends approximately 1.2 miles from North Pleasant Street to North Avenue in Natick Center. The proposed improvements will address the physical and operational deficiencies within the project limits. Plans for this project may be viewed by pasting the following link into your web browser; www.natickma.gov/1459/route-27-north.

Prior to advertising the project for construction bids the Town is required to secure from the impacted property owners any temporary easements, permanent easements, or land takings that are necessary to support the project. Temporary easements only grant the Town restricted use of a property for a limited amount of time during construction. These are typically needed to allow workers to form sidewalks and blend existing driveways, walkways, and lawn areas with the new project construction. Permanent easements grant the Town use of land typically needed to locate, build, and maintain sidewalks, drainage components, and public utilities in perpetuity. The property owner would continue to own the land but the Town would have the permanent right to use the land for the intended purpose of the easement. Unfortunately there are approximately 14 properties where it will be necessary for the Town to take permanent possession land. These locations typically are required for the widening of certain roadway intersections throughout this project.

A meeting has been scheduled for Monday, November 5th, from 6pm to 9pm, in the auditorium of the Wilson Junior High School, 22 Rutledge Rd., Natick. The purpose of this meeting is to discuss the overall scope of the project, and as an abutter to the project learn how the proposed construction will impact your property.

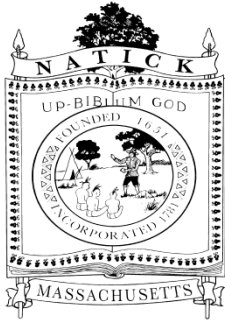
If you are unable to attend the meeting on November 5th, I would be happy to meet with you and discuss this further at your convenience. I can be reached at (508) 647-6400 ext. 2020 or email at mcoviello@natickma.org. If I'm not available please contact Victoria Parsons at (508) 647-6452 or email at vparkers@natickma.org.

Further, in the following weeks you will receive from the Town additional correspondence that will include the *Federal Aid Acquisition Guide for Property Owners*. The purpose of this guide is to summarize the land acquisition process for public projects funded with federal aid moneys, and inform affected property owners about the process and their rights.

Sincerely,

Mark Coviello, P.E.
Project Engineer

CC: Amy Mistrot - Chair, Board of Selectmen
James Errickson - Director of Community and Economic Development
Files



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

October 9, 2018

**Re: North Main Street Roadway Improvements Project
Informational Meeting for Impacted Property Owners - South of Route 9**

Dear Property Owner,

The Town of Natick through its consultant, BETA Group Inc., is completing the design work associated with the North Main Street Roadway Improvements Project. The project is currently at the 75% design level. The construction of this project will be funded using both state and federal money through the Boston Region's Transportation Improvement Program (TIP). The project (TIP Project #605034) currently has a construction bid advertising date of 7/13/19, with a Notice to Proceed (NTP) of 11/10/19. Construction is anticipated to start on or about 3/1/20 and should take approximately 3 years to complete.

The project includes two sections of North Main Street (Route 27), north and south of Route 9. The section north of Route 9 extends approximately 1 mile from the Wayland town line to the Route 9/27 Shopping Plaza driveway just north of Route 9. The section south of Route 9 extends approximately 1.2 miles from North Pleasant Street to North Avenue in Natick Center. The proposed improvements will address the physical and operational deficiencies within the project limits. Plans for this project may be viewed by pasting the following link into your web browser; www.natickma.gov/1459/route-27-north.

Prior to advertising the project for construction bids the Town is required to secure from the impacted property owners any temporary easements, permanent easements, or land takings that are necessary to support the project. Temporary easements only grant the Town restricted use of a property for a limited amount of time during construction. These are typically needed to allow workers to form sidewalks and blend existing driveways, walkways, and lawn areas with the new project construction. Permanent easements grant the Town use of land typically needed to locate, build, and maintain sidewalks, drainage components, and public utilities in perpetuity. The property owner would continue to own the land but the Town would have the permanent right to use the land for the intended purpose of the easement. Unfortunately there are approximately 14 properties where it will be necessary for the Town to take permanent possession land. These locations typically are required for the widening of certain roadway intersections throughout this project.

A meeting has been scheduled for Wednesday, November 7th, from 6pm to 8:45pm, in the Lebowitz Meeting Hall in the Morse Institute Library, 14 East Central St. Natick. The purpose of this meeting is to discuss the overall scope of the project, and as an abutter to the project learn how the proposed construction will impact your property.

If you are unable to attend the meeting on November 7th, I would be happy to meet with you and discuss this further at your convenience. I can be reached at (508) 647-6400 ext. 2020 or email at mcoviello@natickma.org. If I'm not available please contact Victoria Parsons at (508) 647-6452 or email at vparkers@natickma.org.

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Sincerely,

Mark Coviello, P.E.
Project Engineer

CC: Amy Mistrot - Chair, Board of Selectmen
James Errickson - Director of Community and Economic Development
Files

ITEM TITLE: Fall Hydrant Flushing

ITEM SUMMARY:

ATTACHMENTS:

Description

Announcement

Upload Date

10/11/2018

Type

Cover Memo

FALL HYDRANT FLUSHING

The Department of Public Works, Water Division will be conducting its Fall 2018 Hydrant Flushing Program throughout the town. This work will be done Sunday through Thursday nights during the months of October and November. The Department appreciates your patience with this maintenance program. Flushing is necessary to improve water quality and ensure proper hydrant operation. We attempt to schedule flushing in a manner that minimizes customer disruptions. This may cause some discoloration/sediment in your water, if so run your cold water faucet (preferably tub or outside spigot) until the water runs clear. Please check the Town of Natick, Public Works Water/Sewer website at www.natickma.gov for timely updates and locations.

If you have any questions, contact The Natick Water Division 508-647-655
Anthony Comeau,
Water Division Supervisor

ITEM TITLE: Reminder to Remove Signs

ITEM SUMMARY:

ATTACHMENTS:

Description

Reminder

Upload Date

10/11/2018

Type

Cover Memo

REMINDER TO NATICK RESIDENTS TO REMOVE SIGNS

Kindly remove any signs and flyers from poles and trees as soon as possible following the completion of your event.

Only signs for nonprofit/community events may be placed on public property. Commercial advertising may not be placed on public property.

ITEM TITLE: Richard Schafer: Interview for Appointment to the Zoning Board of Appeals
ITEM SUMMARY: Associate Member Term Expires 5/1/2021


ATTACHMENTS:

Description	Upload Date	Type
Packet	10/11/2018	Cover Memo
Town Charter-Procedures Governing Multiple Member Bodies	9/27/2018	Cover Memo




ZONING BOARD OF APPEALS


BOARD DETAILS




OVERVIEW



SIZE 8 Seats



TERM LENGTH 36 Months



TERM LIMIT N/A

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

- Appeals from decisions of the Building Inspector
- Special Permits as allowed within the Natick Zoning Bylaws
- Variances from the Natick Zoning Bylaws
- Appeals in accordance with Section 8 of Chapter 40A of Massachusetts General Laws
- Variances for commercial and residential properties



ENACTING RESOLUTION

**ENACTING RESOLUTION
WEBSITE**



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

Profile

Richard

First Name

B

Middle Initial

Schafer

Last Name

rbschafer@gmail.com

Email Address

1 Lincoln Street Ext

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 9

Home: (508) 479-4025

Primary Phone

Home:

Alternate Phone

Cunningham, Machanic, Cetlin,
Johnson, Harney et al, LLP

Employer

Attorney

Job Title

Which Boards would you like to apply for?

Zoning Board of Appeals: Submitted

Are you a registered voter in the Town of Natick?☒ Yes ☐ No

Have you ever attended a Natick town meeting?☒ Yes ☐ No

Have you ever served on a board, committee, or commission in the Town of Natick?☐ Yes ☒ No

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

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 a lawyer. I have practiced in Natick for 26 years. I have also lived in Natick for 29 years. I have had numerous opportunities to appear before the ZBA in Natick and other towns. I would like to assist the Natick ZBA in applying the Zoning Bylaw while considering the various interests of Natick's residents.

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.

Legal knowledge concerning zoning bylaw and case law of the Commonwealth of Massachusetts.

Please list any professional affiliations.

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

Squash, tennis, hiking, biking.

[RBS_Resume.docx](#)

Upload a Resume

RICHARD B. SCHAFER

1 Lincoln Street Extension

Natick, MA 01760

508-479-4025

rbschafer@gmail.com

EXPERIENCE

Cunningham, Machanic, et al. LLP, Natick, MA

April 1997 - Present

Trust & Estate Counsel

Of Counsel for general practice mid-size Metro West law firm with a practice focused on servicing clients in the areas of estate planning, trust administration and estate administration.

- Administration of new and existing estates, including all aspects of the estate opening process, estate distributions, terminations, death, gift and GST administration, including preparation of federal gift tax returns and federal and state estate tax returns
- Organize and execute the administration estates and trusts, serving both as a fiduciary (executor and trustee) and as an advisor to the fiduciaries
- Complete and file federal form 1041 and state form 2 income tax returns for both trusts and estates
- Research probate, estate, fiduciary, income, retirement plans and estate and gift tax planning issues and laws and apply them effectively to individual client circumstances
- Advise clients and execute the formation of 501(c) (3) organizations, included securing charitable status determination from the IRS and completing the annual return Form 990 for 501(c) organizations
- Advise clients with regard to understanding of primary asset classes and basic investment strategies. Client assets have included art work, insurance products, securities of all kinds (both inside and outside tax deferred plans), real estate, etc.
- Supervise and advise staff of junior attorney and two estate administration paralegals
- Proficiency with ProSeries software for use in preparing estate, income and gift tax returns

RICHARD B. SCHAFER, ATTORNEY AT LAW, Natick, MA March 1992 - March 1997

Attorney, Sole Practitioner

- Solo law practice concentrating in tax and estate planning. Responsible for all aspects of practice including the furnishing and marketing of legal services, accounting for the finances of the practice, and purchasing of computers, books and other equipment to optimize efficiency and effectiveness.

LOURIE & CUTLER, P.C., Boston, MA

December 1988 - March 1992

Attorney

- Lourie & Cutler, P.C. is a law firm specializing in federal and state taxation, and estate planning. Participated in all facets of the firm's practice including congressional lobbying, trial advocacy, business planning, estate planning, tax planning, legal research and writing, and drafting of legal instruments.

EDUCATION

BOSTON COLLEGE LAW SCHOOL

Newton Centre, MA

Juris Doctor:

May, 1988

Grade Point Average:

3.26, Top 25% of class

Admitted to Massachusetts Bar:

December, 1988

WHARTON SCHOOL OF THE UNIVERSITY OF PENNSYLVANIA

Philadelphia, PA

B.S.E. with a major in marketing:

May, 1983

Grade Point Average:

3.69

Honors and Activities:

Magna Cum Laude Graduate

Four year varsity tennis player

- **Professional and personal references gladly furnished upon request.**

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

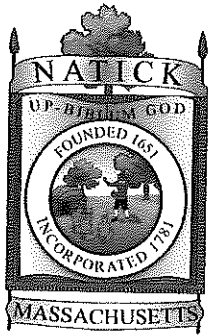
Whenever a vacancy occurs in any town agency, or in town employment, or when by reason of retirement or the expiration of a fixed term, a vacancy can be anticipated, the board of selectmen, or other appointing authority shall forthwith cause public notice of the vacancy or impending vacancy to be posted 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: Smashburger Acquisition-Boston, LLC: Application for a Common Victualer's License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	10/11/2018	Cover Memo



Office Use Only:	
Date Pmt Rec'd: _____	Fee Paid: \$ <u>75</u> Check No: <u>6413</u>
Police Department approval issued <input type="checkbox"/>	Notes: _____
Meets applicable zoning bylaws <input checked="" type="checkbox"/>	_____
Certificate of Occupancy issued <input checked="" type="checkbox"/>	_____
Board of Health Permits Issued <input checked="" type="checkbox"/>	_____
Board of Selectmen Decision Date _____	
Approved <input type="checkbox"/> Denied <input type="checkbox"/>	

TOWN OF NATICK

COMMON VICTUALER LICENSE APPLICATION

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

For Calendar Year: _____

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:

Smashburger Acquisition - Boston LLC

Name of Establishment (d/b/a) Smashburger #1707

Address of Establishment 1298 Worcester St., Town of Natick, MA 01760

Mailing address (if different from establishment) 3900 E. Mexico Ave., Suite 1100
Denver, CO 80210

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

Email Address licensing@smashburger.com Phone 303.633.1544

Manager of Establishment _____

Email Address GM1707@smashburger.com Phone 508-720-0744

If Business is a Corporation, Corporate Name and Officers N/A

If Business is an LLC, List of Members Thomas C. Ryan (CEO)

Establishment's Days and Hours of Operation 10:00 am - 10:00 pm

Number of Staff 20 est. Number of Seats 61

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

Have Board of Health Permits been issued ? yes 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 [REDACTED]

Date of Birth 1/15/1957

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 [Signature] Date 8-9-2018

By Corporate Officer _____ Date _____
(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)

ITEM TITLE: Public Hearing: Smashburger - Transfer of S12 Wine & Malt Restaurant License and Change in Manager

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	10/11/2018	Cover Memo
Application	10/11/2018	Cover Memo
Police Recommendation	10/11/2018	Cover Memo

TOWN OF NATICK

PUBLIC HEARING NOTICE

In accordance with Chapter 138 of the Massachusetts General Laws, as amended, notice is hereby given that The Board of Selectmen will hold and conduct a public hearing on Monday, October 15, 2018 at 7:00 p.m. in the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application for the transfer of a S12 Restaurant Wine and Malt license from Savin Burger, LLC (d/b/a Smashburger) to Smashburger Acquisition – Boston LLC located at 1298 Worcester Street.

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

Michael J. Hickey, Jr., Clerk



LIQUORLICENSE.COM

2222 Damon St. • Los Angeles, CA 90021
Phone: 1-800-222-5777 • Fax: 1-800-771-0254

Thursday, August 30, 2018

Via Fedex Tracking No. 7731 0625 9470

To: Town of Natick
Donna Veno
13 East Central St.
Town of Natick, MA 01760

Re: Smashburger
1298 Worcester St.
Town of Natick, MA 01760
Transfer Liquor License Application

Dear Donna,

Please find the with regard to the above-mentioned location.

1. Checklist
2. Payment Confirmation 240003
3. State Liquor License Application
4. Beneficial Interest Form – Icon Burger Acquisition LLC
5. CORI Request Form – Tom Ryan
6. Beneficial Interest Form – Tom Ryan
7. Corporate Vote Form
8. COI
9. Workers' Compensation Insurance Affidavit
10. TIPs Certification
11. Check No. 006413 in the amount of \$75.00 made payable to The Town of Natick
12. Town of Natick CV application
13. Sales Tax
14. Floor Plan
15. Menu
16. Certificate of good standing
17. Lease

Should you have any questions, please feel free to contact me directly.

Sincerely,

Lupe Martinez

Direct: (213) 417-2345



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 *manager = Tom Regan*
For any individual with direct or indirect interest in the proposed licensee
- ☒ Beneficial Interest - Organization Form *Icon Burger*
For any organization with direct or indirect interest in the proposed licensee
- ☒ CORI Authorization Form *manager = Tom Regan*
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 *manager*
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

Your Payment Has Been Approved

Customer Name Smashburger
License Type Retail License Filing Fee
Method Of Payment Checking
Bank Account Number ****2025

Your Confirmation Number Is 240003.

[Exit](#) [Make Another Payment](#) [Print](#)



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

Print Form

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

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

ECRT CODE: RETA

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

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

CHECK NUMBER

N/A

IF USED EPAY, CONFIRMATION NUMBER

240003

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

LICENSEE NAME

Smashburger Acquisition - Boston LLC

ADDRESS

1298 Worcester St.

CITY/TOWN

Town of Natick

STATE

MA

ZIP CODE

01760

TRANSACTION TYPE (Please check all relevant transactions):

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

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

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



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

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)

Smashburger Acquisition - Boston LLC

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

2. RETAIL APPLICATION INFORMATION

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

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

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

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

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

☐ Yes ☒ No

Chapter

Acts of

Purchase

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

Town of Natick

On/Off-Premises

On-Premises

TYPE

CATEGORY

CLASS

\$12 Restaurant

Wines and Malt 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:

Lupe

Middle:

Last Name: Martinez

Title:

Authorized Representative

Primary Phone:

213.417.2345

Email:

lupe@liquorlicense.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
Icon Burger Acquisition LLC	Stockholder	100	
Thomas C. Ryan	CEO	0	

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

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

Floor Number	Square Footage	Number of Rooms
1	2345 sq. ft.	1

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

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

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

Lease Beginning Term Landlord Phone

Lease Ending Term Landlord Address

Rent per Month

Rent per Year

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

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

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

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

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

Entity Name:	Smashburger Acquisition - Boston LLC	FEIN:	32-0567699
DBA:	Smashburger #1707	Fax Number:	
Primary Phone:	303.633.1544	Email:	licensing@smashburger.com
Alternative Phone:	303.633.1500	Legal Structure of Entity	LLC

Business Address (Corporate Headquarters)

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

Street Number:	3900	Street Name:	E. Mexico Ave., Suite 1100
City/Town:	Denver	State:	CO
Zip Code:	80210	Country:	

Mailing Address

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

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

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

Prior Disciplinary Action:

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

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

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

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

<p>Are you a U.S. Citizen? <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Have you ever been convicted of a state, federal, or military crime? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, attach an affidavit that lists your convictions with an explanation for each</p> <p>Have you ever been Manager of Record of a license to sell alcoholic beverages? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If yes, please list the licenses for which you are the <u>current</u> or <u>proposed</u> manager:</p> <div style="border: 1px solid black; height: 60px; width: 200px;"></div>	<p>Do you have direct, indirect, or financial interest in this license? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If yes, percentage of interest <input type="text"/></p> <p>If yes, please indicate type of Interest (check all that apply):</p> <table border="0"> <tr> <td><input type="checkbox"/> Officer</td> <td><input type="checkbox"/> Sole Proprietor</td> </tr> <tr> <td><input type="checkbox"/> Stockholder</td> <td><input type="checkbox"/> LLC Manager</td> </tr> <tr> <td><input type="checkbox"/> LLC Member</td> <td><input type="checkbox"/> Director</td> </tr> <tr> <td><input type="checkbox"/> Partner</td> <td><input type="checkbox"/> Landlord</td> </tr> <tr> <td><input type="checkbox"/> Contractual</td> <td><input type="checkbox"/> Revenue Sharing</td> </tr> <tr> <td><input type="checkbox"/> Management Agreement</td> <td><input type="checkbox"/> Other</td> </tr> </table>	<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder	<input type="checkbox"/> LLC Manager	<input type="checkbox"/> LLC Member	<input type="checkbox"/> Director	<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord	<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other
<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor												
<input type="checkbox"/> Stockholder	<input type="checkbox"/> LLC Manager												
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Director												
<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord												
<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing												
<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other												

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

Employment Information of Proposed Manager

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

Date(s)	Position	Employer	Address	Phone
03/2016-08/2018	GM	Massachusetts Burger Ent.	211 N. Main St. Natick, MA 01760	508.650.5100
02/2009-02/2016	GM	Papa Gino's	600 Providence Hwy Dedham, MA 02026	781.329.1946

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	N/A
B. Purchase Price for any Business Assets	\$333,333.00
C. Costs of Renovations/Construction	N/A
D. Purchase Price of Inventory	\$10,000
E. Initial Start-Up Costs	N/A
F. Other (Please specify)	N/A
G. Total Cost (Add lines A-F)	\$343,333.00

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
Smashburger Acquisition - Boston	\$343,333.00
Total	\$343,333.00

Source of Financing

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

10. PLEDGE INFORMATION

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

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

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license?

☐ Yes ☐ No

Does the lease require a pledge of this license?

☐ Yes ☐ No

ADDITIONAL SPACE

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

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

N/A

APPLICANT'S STATEMENT

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

of Smashburger Acquisition - Boston LLC, hereby submit this application for On Premise Liquor License
Name of the Entity/Corporation Transaction(s) you are applying for

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

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

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

Signature: 

Date: 8-9-2018

Title: CEO

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

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

Example:

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

Entity Name: FEIN:
Primary Phone: Fax Number:
Alternative Phone: Email:

Business Address

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

Mailing Address

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

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

Publicly Traded

Is this organization publicly traded? ☐ Yes ☒ No

Ownership / Interest

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

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

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

Ownership / Interest

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

Name of Beneficial Interest - Organization	FEIN
Smashburger Finance LLC	46-2364487

Other Beneficial Interest

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

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

Prior Disciplinary Action

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

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



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME: Smashburger Acquisition - Boston LLC	CITY/TOWN: Natick
--	--	---	-------------------

APPLICANT INFORMATION

LAST NAME: Ryan	FIRST NAME: Thomas	MIDDLE NAME: Clavin
MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A	PLACE OF BIRTH: Grand Rapids, MI	
DATE OF BIRTH: 01/15/1957	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE): N/A
MOTHER'S MAIDEN NAME: Lois Birnbaum	DRIVER'S LICENSE: [REDACTED]	STATE LIC. ISSUED: Colorado
GENDER: MALE	HEIGHT: 6 1	WEIGHT: 215
EYE COLOR: Blue		
CURRENT ADDRESS: 680 N. Clarkson St.		
CITY/TOWN: Denver	STATE: CO	ZIP: 80218
FORMER ADDRESS: 29 Martin Lane		
CITY/TOWN: Englewood	STATE: CO	ZIP: 80013

PRINT AND SIGN

PRINTED NAME: Thomas C. Ryan	APPLICANT/EMPLOYEE SIGNATURE: [Signature]
------------------------------	---

NOTARY INFORMATION

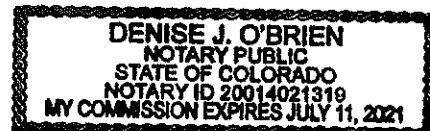
On this 8-9-2018 before me, the undersigned notary public, personally appeared Thomas C. Ryan
(name of document signer), proved to me through satisfactory evidence of identification, which ^{was} ~~were~~ driver's license in person
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature: Denise J. O'Brien]
NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

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



ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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

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

Salutation	Mr.	First Name	Thomas	Middle Name	Clavin	Last Name	Ryan	Suffix	
Title:	Other		Social Security Number				Date of Birth		01/15/1957
Primary Phone:	303.633.1500		Email:		tryan@smashburger.com				
Mobile Phone:	303.589.6154		Fax Number		N/A				
Alternative Phone:	303.633.1544								

Business Address

Street Number:	3900	Street Name:	E. Mexico Ave. , Suite 1100
City/Town:	Denver	State:	CO
Zip Code:	80210	Country:	USA

Mailing Address

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

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

Types of Interest (select all that apply)

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

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No

Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

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

If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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

0

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

Ownership / Interest

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

Name of Beneficial Interest - Organization	FEIN
Smashburger Acquisition - Boston LLC	32-0567699

Other Beneficial Interest

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

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

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

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

Prior Disciplinary Action

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

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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

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

Salutation		First Name	Patrick	Middle Name		Last Name	Dottin	Suffix	Mr.
Title	Employee		Social Security Number				Date of Birth	01/01/1991	
Primary Phone:	617-283-0849		Email:		pdottin18@gmail.com				
Mobile Phone:			Fax Number						
Alternative Phone:									

Business Address

Street Number:	1298	Street Name:	Worcester Street		
City/Town:	Town of Natick		State:	MA	
Zip Code:	01760	Country:	Middlesex		

Mailing Address

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

Street Number:	3900	Street Name:	E. Mexico Avenue #1100		
City/Town:	Denver		State:	CO	
Zip Code:	80202	Country:	USA		

Types of Interest (select all that apply)

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

Citizenship / Residency Information

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

Criminal History

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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

Ø

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

Ownership / Interest

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

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

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

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

Familial Beneficial Interest

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

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

Prior Disciplinary Action

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

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



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Smashburger Boston - Acquisition LLC	CITY/TOWN: Natick
---	--	---	-------------------

APPLICANT INFORMATION

LAST NAME: Dottin	FIRST NAME: Patrick	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH: Boston	
DATE OF BIRTH: 01/01/1991	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME: Alicia Myers	DRIVER'S LICENSE #: [REDACTED]	STATE LIC. ISSUED: Massachusetts	
GENDER: MALE	HEIGHT: 5 5	WEIGHT: 220	EYE COLOR: Brown
CURRENT ADDRESS: 83-85 Kenwood St			
CITY/TOWN: Woonsocket	STATE: RI	ZIP: 02895	
FORMER ADDRESS: 45 Bernard St			
CITY/TOWN: Dorchester	STATE: MA	ZIP: 02124	

PRINT AND SIGN

PRINTED NAME: Patrick Dottin	APPLICANT/EMPLOYEE SIGNATURE: [Signature]
------------------------------	---

NOTARY INFORMATION

On this 6 September 2018	before me, the undersigned notary public, personally appeared Patrick Dottin
(name of document signer), proved to me through satisfactory evidence of identification, which were Patrick Dottin	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
[Signature] NOTARY	

Resmije Ciria
Notary Public, New Jersey
My Commission Expires Oct. 6th, 2022

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 Identify 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.

CERTIFICATE OF VITAL RECORD

VERIFY PRESENCE OF WATERMARK

HOLD TO LIGHT TO VIEW

The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC HEALTH
REGISTRY OF VITAL RECORDS AND STATISTICS

542850

COPY OF RECORD OF BIRTH

REGISTERED NUMBER: 177

CHILD

Name: PATRICK JAVAUGHN DOTTIN
Date of BIRTH: JANUARY 1, 1991 Time: 2:04 AM
Sex: MALE Plurality: SINGLE
Place of Birth: BOSTON, MA

MOTHER

Name: ALICIA MICHELLE MYERS
Maiden surname: MYERS Date of BIRTH: FEBRUARY 21, 1974
Birthplace: BOSTON, MA
Residence: BOSTON, MA

FATHER

Name: SHAWN ANDERSON DOTTIN
Birthplace: ST JAMES, BARBADOS
Date of BIRTH: JULY 16, 1967

Date of RECORD: JANUARY 22, 1991

WITNESS my hand and the SEAL OF THE DEPARTMENT OF PUBLIC HEALTH at Boston on this 26th day of FEBRUARY 2008.

Stanley E. Nye

Registrar of Vital Records and Statistics

I, the undersigned, hereby certify that I am the Registrar of Vital Records and Statistics; that as such I have custody of the records of birth, marriage, and death required by law to be kept in my office; and I do hereby certify that the above is a true copy from said records.

IT IS ILLEGAL TO ALTER OR REPRODUCE THIS DOCUMENT IN ANY MANNER

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

MA

www.mass.gov/rmv
MA 16-20-2017

91-01-1991

CLASS -

D: Small vehicle less than 26,001
lbs, except school bus.

ENDORSEMENTS -
NONE

RESTRICTIONS -
NONE



CHANGE OF ADDRESS: PRINT BELOW: PERMANENT INK

SOCIAL SECURITY

PATRICK J
DOTTIN
ADMINISTRATOR

SIGNATURE

03/22/2016

CORPORATE VOTE FORM

DATE: 8.9.18

At a meeting of the Board of Directors of (name of Corporation),
Smashburger Acquisition - Boston LLC, held at
(address of meeting) 3900 E. Mexico Ave., Denver, CO 80210, on
(date of meeting) 8.1.18, it was duly voted that the Corporation apply to the Licensing
(insert action/matter/license being applied for):
Transfer of a Liquor License - On Premise

The Directors:

"VOTED: To authorize (name of person) Thomas C. Ryan
to sign the application submitted in the name of (name of Corporation) Smashburger Acquisition - Boston LLC, and to execute in the Corporation's behalf, any
necessary papers and do all things required to have the application granted."


"VOTED: To appoint (name of person) Patrick Dottin
of (name of business/Corporation) Smashburger Acquisition - Boston LLC as its
manager or principal representative, and hereby grant him/her with full authority and control of the premises described in the
license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise
if it were a natural person residing in the Commonwealth of Massachusetts."

"VOTED: That a copy of this vote duly certified by the Clerk of the Corporation and delivered to the manager
appointed, or principal representative, shall constitute the written authority required by G. L. c. 138, § 26."

It is hereby certified that all the Directors of (name of Corporation),
Smashburger Acquisition - Boston LLC, a Corporation
duly organized under the laws of the Commonwealth of Massachusetts, are citizens of the United States and a majority are
residents of the Commonwealth of Massachusetts.

This Corporation has (insert "not," if applicable) not been dissolved.

A true copy attest,



Corporation Clerk's signature
CEO'S.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2018

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

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

PRODUCER MARSH USA Inc. 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Louisville.certrequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Smashburger Acquisition Boston LLC 3900 E. Mexico Avenue Suite 1100 Denver, CO 80210	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: ACE Property And Casualty Ins Co INSURER C: Somo America Insurance Company INSURER D: INSURER E: INSURER F:	
CN107481518-STND-GAWUP-18-	NAIC # 22667 20699	

COVERAGES

CERTIFICATE NUMBER:

SEA-003572596-01

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		XSLG71209283	06/10/2018	06/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CALH25159536	06/10/2018	06/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			G71139906001 Subject to a self-insured retention for various perils covered.	06/10/2018	06/10/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC65224720 (AOS except ND, OH, WA, WY)	06/10/2018	06/10/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property			HPRS1007H0	06/10/2018	06/10/2019	Blanket Limit \$ 50,000,000 Deductible SEE ATTACHED

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

RE: Smashburger Store #1707 located at 1298 Worcester Street, Natick, MA, 01760

The property policies evidenced contain various sublimits and are subject to insureds deductibles and specific to various perils covered. If you would like additional information regarding these sublimits or deductibles, please contact the insured. Other deductibles may apply per policy terms and conditions. The Town of Natick is included as Additional insured on the general and liquor liability policies if required by written contract or agreement subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Town of Natick 13 E. Central Street Natick, MA 01760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Nathan Mulhauser
--	--

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AGENCY CUSTOMER ID: CN107481518

LOC #: Denver



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA Inc.		NAMED INSURED Smashburger Acquisition Boston LLC 3900 E. Mexico Avenue Suite 1100 Denver, CO 80210
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

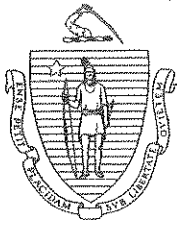
The property policies evidenced contain various sublimits and are subject to Insureds deductibles and specific to various perils covered. If you would like additional information regarding these sublimits or deductibles, please contact the insured. Other deductibles may apply per policy terms and conditions.

Liquor Liability

Policy Number: HD0G71209325
ACE American Insurance Company
Effective Date: 06/10/2018
Expiration Date: 06/10/2019

Limits:

Each Common Cause: \$1,000,000
Aggregate: \$2,000,000



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.

Applicant Information

Please Print Legibly

Business/Organization Name: Smashburger Acquisition - Boston LLC d/b/a Smashburger #1707

Address: 1298 Worcester St.

City/State/Zip: Town of Natick, MA 01760

Phone #: 310.633.1544

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 18 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 USA Property & Casualty

Insurer's Address: 1 Beaver Valley Road

City/State/Zip: Wilmington, DE 19803

Policy # or Self-ins. Lic. # WLR C6 52 24 72 0 Expiration Date: 6/10/2019

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: 8-9-2018

Phone #: 303-633-1544

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 #: _____

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on June 24, 2018
provided by Health Communications, Inc.
is hereby granted to:

Jared Wiernicki

Certification to be sent to:

Smash Burger
1298 Worcester St
Natick MA, 01760-1501 USA



INC.

HEALTH

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on June 23, 2018
provided by Health Communications, Inc.
is hereby granted to:

Justin Griffith Silverman

Certification to be sent to:

Smash Burger
1298 Worcester St
Natick MA, 01760-1501 USA



HEALTH

IPC

This certificate is a record of eTIPS coursework. It is not a guarantee of success or a certification of competence. All eTIPS documents will be forwarded to you.

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on June 21, 2018
provided by Health Communications, Inc.
is hereby granted to:

Xavier Williams

Certification to be sent to:

Smash Burger
1298 Worcester St
Natick MA, 01760-1501 USA

HEALTH COMMUNICATIONS, INC.



This document is not proof of eTIPS certification. It indicates only that you have completed the course. Valid certification documents will be forwarded to you.



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

mass.gov/dor

Letter ID: L0049753216
Notice Date: June 26, 2018
Account ID: MLS-18896688-003



SALES TAX ON MEALS AND BEVERAGES REGISTRATION CERTIFICATE

LICENSING DEPARTMENT
SMASHBURGER ACQUISITION - BOSTON
SMASHBURGER
3900 E MEXICAN AVE STE 1100
DENVER CO 80210

Attached below is your Sales Tax on Meals and Beverages Registration Certificate (Form MT-1). Cut along the dotted line and display at your place of business. You must report any change of name or address to us so that a correct MT-1 can be issued.

At any time, you can log into your MassTaxConnect account at mass.gov/masstaxconnect to view and re-print a copy of this certificate.

DETACH HERE



MASSACHUSETTS DEPARTMENT OF REVENUE
Sales Tax on Meals and Beverages Registration Certificate

Form MT-1

This registration must be posted and visible at all times.

SMASHBURGER ACQUISITION - BOSTON LLC
1298 WORCESTER ST
NATICK MA 01760-1501

Account ID: MLS-18896688-003
Certificate Number: 7440384

This certifies that the taxpayer named above is registered under Chapters 62C and 64H of the Massachusetts General Laws to sell meals and beverages at the address shown above. This registration is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

Effective Date: July 31, 2018



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

mass.gov/dor

Letter ID: L1123495040
Notice Date: June 26, 2018
Account ID: SLS-18896688-004



SALES AND USE TAX REGISTRATION CERTIFICATE

LICENSING DEPARTMENT
SMASHBURGER ACQUISITION - BOSTON
SMASHBURGER
3900 E MEXICAN AVE STE 1100
DENVER CO 80210

Attached below is your Sales and Use Tax Registration Certificate (Form ST-1). Cut along the dotted line and display at your place of business. You must report any change of name or address to us so that a revised ST-1 can be issued.

At any time, you can log into your MassTaxConnect account at mass.gov/masstaxconnect to view and re-print a copy of this certificate.

DETACH HERE



MASSACHUSETTS DEPARTMENT OF REVENUE

Form ST-1

Sales and Use Tax Registration Certificate

This registration must be posted and visible at all times.

SMASHBURGER ACQUISITION - BOSTON LLC
1298 WORCESTER ST
NATICK MA 01760-1501

Account ID: SLS-18896688-004
Certificate Number: 1081182208

This certifies that the taxpayer named above is registered under Chapters 62C, 64H and 64I of the Massachusetts General Laws to sell tangible personal property at retail or for resale at the address shown above. This registration is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

Effective Date: July 31, 2018

INDENTURE OF LEASE

THIS INDENTURE OF LEASE made the 28th day of March, 2013, by and between HC ATLANTIC DEVELOPMENT LIMITED PARTNERSHIP, a Massachusetts limited partnership with a mailing address c/o Harold Cohen Associates, Inc., 393 Totten Pond Road, Suite 203, Waltham, Massachusetts 02451-2013 (hereinafter referred to as "Landlord"), of the one part; and SAVIN BURGER, LLC, a Connecticut limited liability company, having a mailing address of 77 Sterling Road, East Hartford, CT 06108 (hereinafter referred to as "Tenant") of the other part.

WITNESSETH:

ARTICLE I. PREMISES

Section 1. The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, upon and subject to the terms and provisions of this lease, the portion of the building (which portion is sometimes hereinafter referred to as the "demised premises") shown as Space 18 on Exhibit "A" hereto annexed and made a part hereof, having frontage of approximately 27.3 feet with a depth which varies, containing a total square footage of 2,345 square feet. Said building is located, as shown on said Exhibit, on a tract of land in Natick, Middlesex County, Massachusetts, bounded on the north by Worcester Street Route 9, on the west by Dean Road and on the east by Strathmore Road, now known as Sherwood Plaza.

Excepting and reserving to Landlord the roof and exterior walls of the building or buildings of which the demised premises are a part except that no material change in the condition of said walls or roof shall be made by the Landlord without the Tenant's consent (which shall not be unreasonably withheld or delayed) unless necessary in the repair or maintenance thereof, as hereinafter provided; and further reserving to the Landlord the right to replace and maintain and repair such utility lines, pipes, and the like in, over and upon the demised premises as have been installed in the building.

ARTICLE II. TERM OF LEASE

Section 1. TO HAVE AND TO HOLD the demised premises unto Tenant for the term of one hundred twenty (120) calendar months (plus the partial month, if any) immediately following the commencement of the term hereof.

Section 2. The term hereof shall commence on the earlier to occur of: (i) the one hundred twentieth (120th) day following the last to occur of (a) Tenant's receipt of a lease executed by Landlord, (b) Tenant's receipt of Landlord's approval of Tenant's plans and specifications for Tenant's Initial Work (hereafter defined), (c) Landlord's delivery of possession of the demised premises (d) the Permit Receipt Date (hereafter defined) , or (ii) the date that Tenant shall first open for business.

The parties hereto agree to execute a supplemental instrument establishing the commencement date and expiration date of the term of this lease as soon as the same has been determined.

Section 3. The Tenant, subsequent to delivery of possession and prior to the commencement of the term hereof, shall be permitted to install fixtures and other equipment and to do other work, provided, however, that such activities of the Tenant shall not interfere with the normal conduct of business in the balance of the Shopping Center.

ARTICLE III. RENT

Section 1. The Tenant covenants and agrees to pay to the Landlord at Landlord's office in Waltham, or at such place as Landlord shall from time to time designate in writing, minimum rent for the demised premises, in advance, on the first day of each and every month during the term hereof, at the following rates: (i) for and with respect to the first three months of the initial term hereof, at the rate of \$1.00 per month, and (ii) for and with respect to the next ensuing fifty-seven calendar months of the initial term hereof, at the rate of \$93,800.00 per annum (and proportionately at such rate for any partial month at the beginning of the initial term hereof) and (iii) for and with respect to the balance of the initial term hereof, at the rate of \$105,525.00 per annum.

Until further notice from Landlord all checks shall be made payable to HC ATLANTIC DEVELOPMENT LIMITED PARTNERSHIP, and shall be sent c/o Harold Cohen Associates, Inc., 393 Totten Pond Road, Suite 203, Waltham, MA 02451-2013. For and with respect to each installment of minimum rent that is not paid within ten (10) days of the date when due, Tenant shall pay to Landlord, on demand, as additional rent, a late charge in an amount equal to five percent (5%) of the amount of the overdue payment for the purpose of defraying Landlord's administrative expenses relative to handling such overdue payment.

Section 2. The first "lease year" is hereby defined to mean the twelve (12) full calendar months, plus the partial month, if any, commencing on the date that the Tenant shall first open for business in the demised Premises, and thereafter, the term "lease year" is hereby defined to mean each twelve (12) calendar month period following the expiration of the first lease year of the term hereof.

ARTICLE IV. REMODELLING

Section 1. Tenant acknowledges that Tenant has inspected the demised premises and agrees to accept possession of the same on a strictly "AS IS" basis, without any representation or warranty by Landlord with respect to the condition thereof except that Landlord agrees to perform the following work ("Landlord's Work"). Landlord shall cause the demised premises, at the time of delivery of possession thereof to Tenant, to be (i) in the condition described in Exhibit F, and (ii) in compliance with all federal, state and local codes, and (iii) free of any hazardous substance and/or asbestos of which Landlord is aware and which have not been remediated in compliance with applicable law

Section 2. Promptly following delivery of possession of the demised premises to Tenant and the Permit Receipt Date (hereinafter defined), Tenant shall perform all work ("Tenant's Initial Work") necessary in order properly to equip the demised premises for the conduct of Tenant's business therein in accordance with plans and specifications approved by Landlord. Tenant agrees timely to apply for a beer and wine license and all permits necessary for the commencement of Tenant's Initial Work, including without limitation, all permits necessary for Tenant's signage at the demised premises and to diligently pursue the obtaining of such permits (collectively, the "Permits"). The date of the receipt of the Permits is herein referred to as the "Permit Receipt Date." In the event the Permit Receipt Date shall not have occurred, for any reason, prior to August 31, 2013, Landlord and Tenant shall each have, thereafter until the Permit Receipt Date shall have occurred, the right and option to terminate this Lease by five (5) days' notice to the other party as the terminating party's sole remedy.

ARTICLE V. MAINTENANCE OF COMMON AREAS

Section 1. With regard to the parking facilities now constructed on the Shopping Center, Landlord agrees to cause said parking facilities, including lighting thereof, to be maintained in reasonably good repair and in reasonably clean condition, and reasonably clear of snow at all times.

Section 2. The Landlord agrees that the Tenant shall, during the term hereof, with others, have the nonexclusive right to use the parking facilities designated by the Landlord within the Shopping Center (including any parking areas outside the Shopping Center provided and designated by Landlord) for the accommodation and parking of such automobiles of the Tenant, its officers, agents and employees, and its customers while shopping in the Shopping Center; but it is understood and agreed that the Landlord shall have the right to designate from time to time, and to change from time to time, the portions of the Shopping Center that shall be used as parking areas, approaches, exits, entrances, roadways, and the like, provided, except to the extent otherwise required by governmental authorities, such changes shall not reduce parking in front of the demised premises or materially reduce the number of available parking spaces in the Shopping Center, or materially obstruct access to or the visibility of the demised premises. Landlord agrees, however, not to place any kiosk or display elements or other obstructions in that portion of the common areas of the Shopping Center outlined on Exhibit "A" as "Visibility Area" if such placement would unreasonably interfere with the visibility of Tenant's storefront or exterior signage from Route 9.

Section 3. In addition to all of the payments herein provided to be made by Tenant to Landlord, and as part of the total rent to be paid by Tenant to Landlord, the Tenant covenants and agrees to pay to Landlord the amount set forth, or determined as provided in, Exhibit "D" hereto annexed and hereby made a part hereof.

Section 4. Tenant agrees to cause Tenant's employees to park their cars only on such areas as Landlord may from time to time designate as employee parking areas and such employee parking areas may be outside the Shopping Center but shall be within a reasonable distance of the demised premises.

Section 5. Tenant shall also have a license (revocable at any time by Landlord), at no additional charge to Tenant, to use a portion of the area outside of the demised premises as shown

on Exhibit "A" as an outdoor seating area for Tenant's customers but the use of such area shall always be subject to the following conditions: (a) that such use of such outdoor area shall always comply with all laws, rules, regulations and directives of every kind and nature of every governmental and quasi governmental authority having jurisdiction there over, and (b) Tenant shall maintain (including, without limitation, the removal of all trash, refuse and debris therefrom), clean and police such area at Tenant's sole cost and expense, and (c) no alcoholic beverages of any kind shall be permitted to be consumed in such area, and (d) Tenant's customers do not annoy or molest any other patrons of the Shopping Center or congregate in a manner as to interfere with the normal and ordinary functioning of the Shopping Center or any portion thereof as a first class, family oriented shopping center. In addition, the terms and provisions of subsection B of Section 18 of Article XIX shall apply to the use of such area by Tenant.

ARTICLE VI. **UTILITIES**

Section 1. Tenant shall pay for all of its requirements for utilities, including, but not limited to, gas, steam, water, electricity, sewer charges, and the like, including all utilities necessary for heating and air conditioning its premises. In the event that Landlord shall elect to supply any of such utilities, Tenant agrees to purchase the same from Landlord, provided the rate does not exceed the rate which Tenant would be required to pay to the utility company furnishing the same to the Shopping Center. Further, Tenant shall pay for all utilities consumed on the demised premises from the date of delivery of possession thereof by Landlord to Tenant to the date of the commencement of the term of this lease.

ARTICLE VII. **USE OF PREMISES**

Section 1. It is understood, and the Tenant so agrees, that the demised premises during the term of this lease shall be used and occupied by the Tenant only for the operation of a high quality, family oriented dine-in hamburger and take out restaurant serving prepared burgers and other related food items as are typically sold in Smashburger restaurants, and for no other purpose or purposes. Landlord acknowledges that Tenant intends promptly to apply for all permits and licenses necessary in connection with the sale of beer and wine for on-premises consumption at the demised premises, and Landlord agrees that, provided Tenant complies with all of the terms and provisions hereof, Tenant may do so.

For such period of time as there shall be served in the demised premises alcoholic beverages of any kind, Tenant agrees to maintain, with responsible insurance companies approved by Landlord, and in limits approved by Landlord (initially, such approved limits being \$1,000,000), so-called "dram shop" insurance, which shall adequately insure Landlord and Landlord's agents, principals and co-principals, disclosed or undisclosed, and lenders against all claims, demands or actions for injury to, or death of, one person or multiple persons, in one or more accidents, and for damage to property, as well as for damages due to the loss of means of support, so that at all times Landlord will be fully and completely protected against any claims which may arise by reason of the dispensing of alcoholic beverages in the demised premises. Certificates of such insurance shall at all times be deposited with the Landlord, showing current insurance in force; and all such policies shall provide that the same may not be cancelled or the coverage reduced without at least ten (10) days' prior written notice to Landlord.

Section 2. Neither Tenant's ability to obtain any permits or licenses in connection with the sale of beer and wine nor Tenant's ability otherwise to sell beer and wine shall be a condition to this lease, and this lease shall remain in full force and effect regardless whether Tenant is able to sell beer and wine from the demised premises except that, if Tenant shall have applied for such permits or licenses and shall have diligently pursued the obtaining of such permits or licenses (which Tenant hereby agrees to do), and Tenant shall not have obtained such permits or licenses on or before the sixtieth day following the execution hereof by Tenant, either Landlord or Tenant may terminate this Lease by delivery of notice of termination to the other of them given before the sixty-fifth day following the execution hereof by Tenant (the "Outside Lease Termination Date"). If neither party shall have given such notice on or before the Outside Lease Termination Date (time being of the essence), the right to terminate this Lease on account of failure to obtain such permit shall be void and of no further force or effect. Furthermore, Tenant acknowledges and agrees that Landlord shall not be required to commence Landlord's work until a reasonable time after the earlier of the receipt of such permit by Tenant or the Outside Lease Termination Date. In no event shall Tenant sell or dispense beer and wine other than in strict compliance with all laws, rules and regulations pertaining thereto, and in no event shall Tenant sell or dispense alcoholic beverages other than beer and wine from the demised premises nor shall Tenant sell or dispense beer or wine or both for other than on-premises consumption. SEE ADDITIONAL PROVISIONS in subsection B of Section 18 of Article XIX.

Section 3. Tenant further agrees to conform to the following provisions during the entire term of this lease:

- (a) Tenant shall always conduct its operations in the demised premises under its present trade name or the trade name required by its franchisor and utilized for similar operations of franchisor in New England, unless Landlord shall otherwise consent in writing, which consent shall not be unreasonably withheld.
- (b) No sales or promotions may be conducted within the demised premises other than in the normal course of the Tenant's continuing business operations therein. Without limiting the generality of the foregoing, no auction, fire, bankruptcy, "lost our lease" or "going out of business" sales (or the like, however denominated) may be conducted within the demised premises without the previous written consent of the Landlord.
- (c) Tenant shall not use the sidewalks adjacent to the demised premises or the recessed vestibules, if any, of the demised premises for business purposes without the previous written consent of the Landlord except as explicitly provided in Section 5 of Article VI hereinabove.
- (d) Tenant shall keep the display windows of the demised premises clean and shall keep the same electrically lighted during such periods of time as windows throughout a major portion of the Shopping Center development are kept lighted.

- (e) Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by Landlord; and all trash, refuse and the like shall be kept in covered metal cans, which metal cans shall be kept within the demised premises at all times or in a locked metal dumpster placed by Tenant in a location designated by Landlord, and in no event stored outside of the same. All trash, refuse and the like shall be separated and otherwise disposed of as required by applicable law.
- (f) Tenant shall not place on the exterior of the demised premises (including, but without limitation, windows, doors, and entrance lobbies) any signs other than those which shall first have been approved by Landlord, including replacements thereof. The signs desired by Tenant shall be indicated in Tenant's plans and specifications to be submitted to Landlord for approval, and the same shall conform to the provisions of Exhibit "C" hereto annexed and hereby made a part hereof.
- (g) Tenant shall not perform any act or carry on any practice which may injure the demised premises or any other part of the Shopping Center, or cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other occupant or other persons in the Shopping Center, and in no event shall any loud noises or offensive or obnoxious odors be emitted from the demised premises.
- (h) The demised premises will be opened for business as promptly as possible after execution hereof and, for a period of twelve complete calendar months thereafter, will be kept open for business at least during the usual business days and hours of a majority of the occupants of the Shopping Center.
- (i) Tenant shall not use any portion of the demised premises for storage or other services, except for its operations in the demised premises.
- (j) Tenant agrees that it and its employees and others connected with the Tenant's operations at the demised premises will abide by all reasonable rules and regulations from time to time established by the Landlord by written notice to the Tenant with respect to such Shopping Center.
- (k) Tenant shall not use, handle, store, or dispose of any oil (other than cooking oil), hazardous or toxic materials or hazardous or toxic wastes (collectively, "hazardous materials") in or about the Shopping Center. If the transportation, storage, use or disposal of any hazardous materials anywhere on the Shopping Center in

connection with Tenant's use of the demised premises results in (1) contamination of the soil or surface or ground water, or (2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following paragraph:

Tenant agrees (i) to notify Landlord immediately of any contamination, claim or contamination, loss or damage, (ii) after consultation and approval by Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of this lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing. Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous materials.

- (l) Tenant agrees that, within the demised premises, it shall be responsible for compliance with the Americans with Disabilities Act 942 U.S.C. §12101 et. seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto.

Section 4. Notwithstanding any other provisions of this lease, Tenant covenants and agrees that it will not assign this lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the demised premises without in each instance having first received the express written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, and in any case where Landlord shall consent to such assignment or subletting, the Tenant named herein shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this lease. Landlord shall not be considered to be unreasonable in withholding consent to a proposed assignee or sublessee if Tenant shall not have demonstrated to Landlord's reasonable satisfaction, as determined in Landlord's sole discretion, that : (i) the proposed assignee or sublessee has adequate net worth and liquidity to operate Tenant's business and fulfill Tenant's obligations hereunder, and, in no event shall such net worth or liquidity be less than that of Tenant at the time of entering into this lease or at the time of entering into the assignment or sublease, whichever is greater, and (ii) the proposed assignee or sublessee or the principals thereof shall have sufficient experience successfully operating a business of the type operated by Tenant to demonstrate to Landlord their ability to do so, and (iii) the proposed assignee or sublessee and the principals thereof are of impeccable character and reputation, both business and personal. The provisions of this Section 3 shall not, however, be applicable to an assignment of

this lease by Tenant to a subsidiary or controlling corporation, provided (and it shall be a condition of the validity of any such assignment) that such subsidiary or controlling corporation agrees directly with Landlord to be bound by all of the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided for under this lease, the covenant to use the demised premises only for the purposes specifically permitted under this lease, and the covenant against further assignment and provided further that such subsidiary or controlling corporation remain a subsidiary or controlling corporation throughout the then remaining term of this lease. In any event, no assignment or subleasing shall relieve the Tenant herein named of any of its obligations hereunder, and the Tenant shall remain fully liable therefor.

ARTICLE VIII.

MAINTENANCE OF BUILDING, ETC.

Section 1. Other than as provided below in this Section, Landlord agrees to keep in good order, condition, and repair the roof, foundations and structural portions of the demised premises to the extent, but only to the extent, originally constructed by Landlord and existing as of the date of this Lease (except Landlord shall not be responsible for glass and glass windows and the so called store front, irrespective of which party installed the same), except for any damage thereto caused by any willful act or negligence of Tenant, its employees, agents, licensees, or contractors. Landlord shall not be responsible to make any other improvements or repairs of any kind upon the demised premises other than the performance of Landlord's Work as expressly required by this Lease, but this paragraph is not intended to refer to damage by fire or other insured risk to the demised premises, provision for which is hereinafter made.

Section 2. Except as specifically herein otherwise provided, Tenant agrees that from and after the date that possession of the demised premises is delivered to Tenant, and until the end of the term hereof, it will keep neat and clean and maintain in good order, condition and repair, the demised premises and every part thereof, including, without limitation, the new façade to be constructed by Tenant, the store front and the exterior and interior portions of all doors, windows, plate glass and showcases surrounding the demised premises, all plumbing and sewage facilities within the demised premises, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, electrical systems, interior building appliances, HVAC equipment, and similar equipment, replacing any and all of the foregoing if and when required. Tenant agrees to keep in full force and effect a standard service contract for the HVAC system serving the demised premises throughout the term of this lease, in form and with a service provider reasonably acceptable to Landlord. Notwithstanding this or any other provision in this lease, Tenant agrees that Tenant will not perform any work on or about the roof of the demised premises unless such work is done by a contractor licensed by the manufacturer of the roof to perform such work and otherwise approved by Landlord. Tenant shall, at Tenant's expense, repaint, refurbish and remodel the demised premises and any part and portion thereof from time to time to assure that the same are kept in a first class, tenantable, and attractive condition throughout the term of this lease. There is excepted from this paragraph, however, damage to such portions of the demised premises originally constructed by Landlord as is caused by those hazards which are covered by the policies of fire insurance with extended coverage endorsements carried by Landlord and described in ARTICLE XI hereof. Tenant further agrees that the demised premises shall be kept in a clean, sanitary and safe condition in accordance with the laws of the Commonwealth of Massachusetts and ordinances of the Town of Natick, and in accordance with all directions, rules and regulations of the

Health Officer, Fire Marshal, Building Inspector, and other proper officers of the governmental agencies having jurisdiction thereover. Tenant shall not permit or commit any waste.

Section 3. Tenant shall not make any alterations, improvements and/or additions to the demised premises without first obtaining, in each instance, the written consent of Landlord, which consent Landlord agrees will not be unreasonably withheld, except that Tenant may make non structural alterations to the interior costing not more than Ten Thousand Dollars (\$10,000), upon condition that such alterations shall be made in accordance with all applicable laws and in a good and first class, workmanlike manner. Any and all alterations, additions, improvements, and fixtures which may be made or installed by either Landlord or Tenant upon the demised premises and which in any manner are attached to the floors, walls or ceilings (including, without limitation, any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor) shall remain upon the demised premises, and at the termination of this lease shall be surrendered with the demised premises as a part thereof without disturbance, molestation or injury. However, the usual trade fixtures and furniture which may be installed in the demised premises prior to or during the term hereof at the cost of Tenant may be removed by Tenant from the demised premises upon the termination of this lease if, but only if, Tenant is not then in default hereunder. Further, Tenant covenants and agrees, at its own cost and expense, to repair any and all damage to the demised premises resulting from or caused by such removal. In no event shall the Tenant be entitled to remove any building components, including, but without limitation, the HVAC system, plumbing system, electrical system (including light fixtures and bulbs) and security gate(s) (if any). The demised premises shall be delivered to Landlord at the expiration or earlier termination of this lease in a broom clean condition and otherwise in the condition in which the same are to be maintained by Tenant under this lease, and at such expiration or earlier termination, any and all property of Tenant which has not been removed by Tenant shall be deemed abandoned by Tenant and shall become Landlord's exclusive property or may be disposed of by Landlord, at Landlord's option and at Tenant's cost and expense, without further notice or demand to Tenant and without any requirement to account for the same to Tenant.

ARTICLE IX. INDEMNITY AND PUBLIC LIABILITY INSURANCE

Section 1. Tenant agrees to indemnify and save harmless the Landlord from and against all claims of whatever nature arising from any willful act, omission or negligence of the Tenant, or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law, including, without limitation, any law, regulation, or ordinance concerning trash, hazardous materials, or other pollutant occurring during the term hereof in or about the Tenant's demised premises, or arising from any accident, injury or occurring outside of the demised premises but within the Shopping Center, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 2. Tenant agrees to maintain in full force during the term hereof a policy of public liability and property damage insurance under which the Landlord (and such other persons as are in

privity of estate with Landlord as may be set out in notice from time to time) and the Tenant are named as insureds, and under which the insurer agrees to indemnify and hold Landlord and those in privity of estate with Landlord harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages mentioned in Section 1 of this ARTICLE IX. Each such policy shall be non cancellable with respect to the Landlord and Landlord's said designees without ten (10) days, prior written notice to Landlord, and a duplicate original or certificate thereof shall be delivered to Landlord. The minimum limits of liability of such insurance shall be One Million Dollars (\$1,000,000) for injury or death to any one person, and Three Million Dollars (\$3,000,000) for injury or death to more than one person, and Two Hundred Fifty Thousand Dollars (\$250,000) with respect to damage to property, or a combined single limit of Three Million Dollars (\$3,000,000) for all injury, damage and loss per occurrence.

Certificates of such insurance coverage must be delivered to Landlord not later than ten (10) days after Tenant has first taken possession of the demised premises.

Section 3. Tenant agrees to use and occupy the demised premises and to use such other portions of the Shopping Center as it is herein given the right to use at its own risk and that Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant. The provisions of this Section shall apply during the whole of the term hereof, and in view of the permission given to Tenant to install fixtures prior to the commencement of the term hereof, shall also apply at all times prior to the commencement of the term hereof.

Section 4. Tenant agrees that Landlord shall not be responsible or liable to the Tenant, or to those claiming by, through or under the Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the premises demised hereunder or any of the buildings on the Shopping Center, or otherwise, or for any loss or damage resulting to the Tenant or those claiming by, through or under Tenant, or its or their property, from the bursting, stopping, or leaking of water, gas, sewer or steam pipes.

Section 5. This lease and each and every provision hereof is subject to the provisions of Massachusetts General Laws, Chapter 186, Section 15, as the same may from time to time be in force and applicable, and wherever any provision herein might be construed to violate said statute, such provision shall be construed as though it included the words "subject and to the extent enforceable in accordance with the provisions of Massachusetts General Laws, Chapter 186, Section 15.

ARTICLE X. LANDLORD'S ACCESS TO PREMISES

Section 1. Landlord and its designees shall have the right to enter upon the demised premises in a manner, reasonable under the circumstances, to minimize disruption of Tenant's business operations at all reasonable hours for the purpose of inspecting or of making repairs to the same. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand, Landlord may (but shall not be required so to do) make or cause such repairs to be made and shall not be responsible to Tenant for

any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to Landlord the cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in ARTICLE XVII hereof.

Section 2. For a period commencing nine (9) months prior to the termination of this lease, Landlord and its designees may have reasonable access to the premises herein demised for the purpose of exhibiting the same to prospective tenants, during which period Landlord may maintain a suitable "For Rent" sign on the demised premises.

ARTICLE XI. INSURANCE

Section 1. Landlord shall keep the Shopping Center buildings insured against loss or damage by fire, with the usual extended coverage endorsements, in amounts not less than eighty per cent (80%) of the full insurable value thereof above foundation walls, but specifically excluding any property or improvements installed by or belonging to Tenant.

Section 2. Tenant agrees that it shall keep its fixtures, merchandise, equipment and other personal property from time to time located in, on or about the demised premises insured against loss or damage by fire, with the usual extended coverage endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

Section 3. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and non subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party for claims.

Section 4. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the demised premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the demised premises or on the other buildings located on the Shopping Center above the standard rate on said premises and buildings with a restaurant located in the demised premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as additional rent hereunder.

ARTICLE XII.
DAMAGE CLAUSE

Section 1. In case during the term hereof the demised premises shall be partially damaged (as distinguished from "substantially damaged," as that term is hereinafter defined) by fire or other casualty, Landlord shall forthwith proceed to repair such damage and restore the demised premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage, but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control.

Section 2. In case during the term hereof the demised premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by Landlord's insurance, this lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall, proceeding with all reasonable dispatch, repair, or rebuild the demised premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage or destruction (subject, however, to zoning laws and building codes then in existence), but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control. In case of substantial damage or destruction, as a result of a risk which is not covered by Landlord's insurance, Landlord shall likewise be obligated to rebuild the demised premises, all as aforesaid, unless Landlord promptly after the occurrence of such event gives written notice to Tenant of Landlord's election to terminate this lease.

Section 3. However, if the demised premises shall be substantially damaged or destroyed by fire, windstorm, or otherwise within the last two (2) years of the term of this lease, either party shall have the right to terminate this lease, provided that notice thereof is given to the other party not later than sixty (60) days after such damage or destruction. If said right of termination is exercised, this lease and the term hereof shall cease and come to an end as of the date of said damage or destruction.

Section 4. In the event that the provisions of Section 1 or Section 2 of this ARTICLE XII shall become applicable, the minimum rent, and the pro rata charge specified in Section 3 of ARTICLE V of this lease, shall be abated or reduced proportionately during any period in which, by reason of such damage or destruction, there is substantial interference with the operation of the business of Tenant in the demised premises, having regard to the extent to which Tenant may be required to discontinue its business in the demised premises, and such abatement or reduction shall continue for the period commencing with such destruction or damage and ending with the completion by Landlord of such work of repair and/or reconstruction as Landlord is obligated to do. In the event of termination of this lease pursuant to this ARTICLE XII, this lease and the term hereof shall cease and come to an end as of the date of such damage or destruction.

Section 5. The terms "substantially damaged" and "substantial damage" as used in this ARTICLE XII, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the premises restored within ninety (90) days from the time that such repair or restoration work would be commenced.

ARTICLE XIII. EMINENT DOMAIN

Section 1. If the demised premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of Tenant, shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this lease, provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession. Should any part of the demised premises be so taken or condemned, and should this lease be not terminated in accordance with the foregoing provision, the Landlord covenants and agrees promptly after such taking or condemnation, and the determination of Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the demised premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable. Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the demised premises, as estimated by Landlord's architect, Landlord may, but shall not be obligated to, supply the amount of such insufficiency and restore said premises as above provided, with all reasonable diligence, or terminate this lease. Where the Tenant has not already exercised any right of termination accorded to it under the foregoing portion of this paragraph, Landlord shall notify Tenant of Landlord's election not later than ninety (90) days after the final determination of the amount of the award.

Section 2. Out of any award for any taking of the Landlord's interest in the demised premises, in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for such demised premises and for Landlord's business loss. Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings because of the taking of its trade fixtures or furniture and its leasehold improvements.

Section 3. In the event of any such taking of the demised premises, the minimum rent, and the pro rata charge specified in Section 3 of ARTICLE V of this lease, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

ARTICLE XIV. OTHER STORES

Section 1. Tenant covenants and agrees (insofar as and to the extent that it is lawful so to agree) that for the period commencing with the execution of this lease and continuing for the full term of this lease, as it may be extended, the Tenant will not operate, either directly or indirectly, another restaurant of a similar kind, nature or description within a one (1) mile area of the demised premises, without the prior written consent of the Landlord, the Tenant acknowledging that the area within a circle having as its center the demised premises and having a radius of one (1) mile is a reasonable area for this purpose. This restriction shall not apply to Franchisor (as defined in the Rider to this Lease) nor to any person or entity unaffiliated with Tenant who shall become Tenant hereunder by reason of an assignment of this lease by Franchisor following a bona fide default by Tenant under the Franchise Agreement (as defined in the Rider to this Lease).

ARTICLE XV.
TAXES

Section 1. Landlord shall pay, or cause to be paid, before the same become delinquent, all general and special taxes, including assessments for local improvements and other governmental charges which may be lawfully charged, assessed, or imposed upon the Shopping Center, or any part thereof, provided, however, that if authorities having jurisdiction assess real estate taxes, assessments, or other charges on the Shopping Center which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the laws of the Commonwealth of Massachusetts, so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant's occupancy of the demised premises is not disturbed or threatened.

Section 2. Tenant shall pay all such taxes which may be lawfully charged, assessed, or imposed upon all of Tenant's fixtures and equipment of every type and also upon all personal property in the demised premises, and Tenant shall pay all license fees which may be lawfully imposed upon the business of Tenant conducted upon the demised premises.

Section 3. With respect to the taxes payable by the Landlord pursuant to Section 1 hereof, Tenant shall participate therein to the extent and in the manner set forth in Exhibit "E" hereto annexed and hereby made a part hereof.

ARTICLE XVI.
BANKRUPTCY OR INSOLVENCY

Section 1. In the event that the Tenant shall become a Debtor under the Bankruptcy Code, and the Trustee or the Tenant shall elect to assume this lease for the purpose of assigning the same or otherwise, such election and assignment may only be made if all the terms and conditions of Sections 2 and 4 hereof are satisfied. If such Trustee shall fail to elect to assume this lease within sixty (60) days after the filing of the Petition, this lease shall be deemed to have been rejected. The Landlord shall be thereupon immediately entitled to possession of the demised premises without further obligation to the Tenant or the Trustee, and this lease shall be terminated, but the Landlord's right to be compensated for damages both at law and as provided in ARTICLE XVII hereof in such case shall survive.

Section 2.

A. No election by the Trustee or Debtor In Possession to assume this lease, whether under Chapter 7, 11 or 13, shall be effective unless each of the following conditions, which the Landlord and the Tenant acknowledge and agree are commercially reasonable in the context of a bankruptcy case of the Tenant, have been satisfied, and the Landlord has so acknowledged in writing:

(1) The Trustee or the Debtor In Possession has cured, or has provided the Landlord adequate assurance (as hereinafter defined) that:

(a) Within ten (10) days from the date of such assumption, the Trustee will cure all monetary defaults under this lease; and

- (b) Within thirty (30) days from the date of such assumption, the Trustee will cure all nonmonetary defaults under this lease.
- (2) The Trustee or Debtor In Possession has compensated, or has provided to the Landlord adequate assurance (as hereinafter defined) that within ten (10) days from the date of assumption, the Landlord will be compensated for any pecuniary loss incurred by the Landlord arising from the default of the Tenant, the Trustee, or the Debtor In Possession as recited in the Landlord's written statement of pecuniary loss sent to the Trustee or Debtor In Possession.
- (3) The Trustee or the Debtor In Possession has provided the Landlord with adequate assurance (as hereinafter defined) of the future performance of each of the Tenant's, the Trustee's or Debtor In Possession's obligations under this lease, provided, however that:
 - (a) ion to any other security deposit required under the provisions of this lease, as security for the timely payment of rent, an amount equal to three (3) months rent (as adjusted pursuant to Section 2A.(3)(c) below) and other monetary charges accruing under this lease;
 - (b) Whether or not otherwise required by the terms of this lease, the Trustee or Debtor In Possession shall also pay in advance on the date minimum rent is payable hereunder, one twelfth (1/12th) of the Tenant's annual obligations under this lease for common area maintenance, Taxes, and any other charges payable hereunder.
 - (c) From and after the date of the assumption of this lease, the Trustee or Debtor In Possession shall pay as annual minimum rent an amount equal to the sum of the annual minimum rent otherwise payable hereunder, plus the highest of the amounts of the annual percentage rent payable hereunder for and with respect to any of the then last three (3) full lease years prior to the date of the Tenant's Petition under the Bankruptcy Code, which amount shall be payable in advance in equal monthly installments on the date minimum rent is payable hereunder; all as if such amount had originally been specified in ARTICLE III of this lease as the minimum rent.
 - (d) The obligations imposed upon the Trustee or Debtor In Possession under this lease shall continue with respect to the Tenant or any assignee of this lease after the completion of the bankruptcy case, subject to any further and/or increased obligations which thereafter are imposed by any provisions of this lease.
- (4) The assumption of this lease will not:

- (a) Breach any provision in this lease or any other lease, mortgage, financing agreement or other agreement by which the Landlord is bound relating to the Shopping Center; or
 - (b) Disrupt, in the Landlord's judgment, the tenant mix of the Shopping Center or any other attempt by the Landlord to provide a specific variety of retail stores in the Shopping Center which, in the Landlord's judgment, would be most beneficial to all of the tenants of the Shopping Center and would enhance the image, reputation, and profitability of the Shopping Center.
 - (5) The assumption has been ratified and approved by order of such court or courts as have final jurisdiction over the Bankruptcy Code.
- B. For the purposes of this Section 2, the Landlord and the Tenant acknowledge that, in the context of a bankruptcy proceeding of the Tenant, at a minimum, "adequate assurance" shall mean:
- (1) The Trustee or Debtor In Possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure the Landlord that the Trustee or Debtor In Possession will have sufficient funds to fulfill the obligations of the Tenant under this lease, and to keep the demised premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully operational, actively promoted business on the demised premises; and
 - (2) The Bankruptcy Court or such court as is exercising jurisdiction over the Bankruptcy Code shall have entered an Order segregating sufficient cash payable to the Landlord and/or the Trustee or Debtor In Possession shall have granted a valid and perfected first lien and security interest and/or mortgage in property of the Tenant, the Trustee or Debtor In Possession, acceptable as to value and kind to the Landlord, to secure to the Landlord the obligation of the Trustee or Debtor In Possession to cure any monetary and/or nonmonetary defaults under this lease within the time periods set forth above.

Section 3. In the event that this lease is assumed by a Trustee appointed for the Tenant or by the Tenant as Debtor In Possession and thereafter the Tenant is liquidated or files a subsequent Petition for reorganization or adjustment of debts under Chapter 11 or 13 of the Bankruptcy Code, then, and in either such event, the Landlord may, at its option, terminate this lease and all rights of the Tenant hereunder, by giving the Tenant written notice of its election so to terminate, within thirty (30) days after the Landlord shall have received written notice of the occurrence of either such event, but the Landlord's right to be compensated for damages both at law and as provided in ARTICLE XVII hereof shall survive.

Section 4. If the Trustee or Debtor In Possession has assumed this lease pursuant to the terms and provisions of Sections 1 and 2 hereof, for the purpose of assigning (or elects to assign) the Tenant's interest under this lease, or the estate created thereby, to any other person, such interest or estate may be so assigned only if the Landlord shall acknowledge in writing that the intended assignee has provided adequate assurance of the future performance (as defined in this Section 4) of all of the terms, covenants and conditions of this lease to be performed by the Tenant.

For the purposes of this Section 4, the Landlord and the Tenant acknowledge that, in the context of a bankruptcy proceeding of the Tenant, at a minimum, "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and the Landlord has so acknowledged in writing:

- (1) The assignee has submitted a current financial statement audited by a certified public accountant which shows a net worth and working capital in amounts (which amounts shall in no event be less than the greater of those of the Tenant and any guarantor of the Tenant's obligations hereunder at the time of the execution of this lease) determined to be sufficient by the Landlord to assure the future performance by such assignee of the Tenant's obligations under this lease;
- (2) The assignee, if requested by the Landlord, shall have obtained guarantees in form and substance satisfactory to the Landlord from one or more persons who satisfy the Landlord's standards of creditworthiness;
- (3) The assignee has submitted in writing evidence, satisfactory to the Landlord, of substantial retailing experience in shopping centers of comparable size to the Shopping Center and in the sale of merchandise and services permitted under this lease;
- (4) The Landlord has obtained all consents and waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which the Landlord is bound to permit the Landlord to consent to such assignment;
- (5) The assignee has supplied such additional information required to be supplied by ARTICLE VII hereof and has complied with any other provisions, conditions and requirements set forth in said ARTICLE VII for an assignment of the Tenant's interest in this lease or the estate created thereby; and
- (6) The Assignee has deposited with the Landlord a security deposit in such amount as determined by the Landlord to be appropriate based upon the financial information supplied under this Section 4.

Section 5. When, pursuant to the Bankruptcy Code, the Trustee or Debtor In Possession shall be obligated to pay reasonable use and occupancy charges for the use of the demised premises or any portion thereof, such charges shall not be less than the minimum rent specified in Section 1.1(f)

hereof and any other charges payable by the Tenant hereunder, including, without limitation, the Tenant's share of common area maintenance expenses and Taxes.

Section 6. Neither the Tenant's interest in this lease, nor any lesser interest of the Tenant herein, nor any estate of the Tenant created hereby, shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of the Tenant unless the Landlord shall consent to such transfer in writing. No acceptance by the Landlord of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived, nor shall it waive the need to obtain the Landlord's consent or the Landlord's right to terminate this lease for any transfer of the Tenant's interest under this lease without such consent. Nothing herein shall serve to limit the transfer of membership interest in Tenant by the members of Tenant so long as David Savin or Robert Savin remains in charge of Tenant.

Section 7. The rights and remedies of the Landlord contained in the provisions of this ARTICLE XVI are and shall be deemed to be in addition to, and not in limitation of, applicable provisions of ARTICLE XVII and other provisions hereof, or any other rights which the Landlord may have under applicable statutory or case law. Whenever any of the terms or provisions of this lease, including, without limitation, rental obligations, are modified pursuant to the provisions of this ARTICLE XVI, upon the Landlord's request the parties hereto promptly shall execute, acknowledge and deliver a written instrument evidencing and confirming the same. In no event shall this lease, if the term hereof has expired or has been terminated in accordance with the provisions hereof, be revived, and no stay or other proceeding shall nullify, postpone or otherwise affect the expiration or earlier termination of the term of this lease pursuant to the provisions of ARTICLE XVII hereof or prevent the Landlord from regaining possession of the demised premises thereupon.

ARTICLE XVII. LANDLORD'S REMEDIES

Section 1. It is covenanted and agreed that if the Tenant shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in these presents and on its part to be performed or observed within thirty (30) days after notice of default, or such additional time as is reasonably required to correct any such default (except for payment of minimum rent or other charges, in which case said period of notice shall be ten (10) days), or if the estate hereby created shall be taken on execution or by other process of law, any of the following proceedings shall have been commenced and shall not have been dismissed within sixty (60) days after such commencement (i) the estate hereby created being taken on execution or by other process of law; (ii) the Tenant being judicially declared bankrupt or insolvent according to law; (iii) an assignment being made of the property of the Tenant for the benefit of creditors; (iv) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction; or (v) a petition being filed for the reorganization of the Tenant under any provisions of the Bankruptcy Code or any federal or state law now or hereafter enacted or if the Tenant shall file a Petition for reorganization or for rearrangement under, or otherwise availing itself of any provisions of, the Bankruptcy Code or any federal or state law now or hereafter enacted providing a plan or other means for a debtor to settle, satisfy or extend the time for the payment of debts, then, and in

any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon the said premises or any part thereof in the name of the whole and repossess the same as of his former estate, and expel the Tenant and those claiming through or under it and remove its or their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, this lease shall terminate; and Tenant covenants and agrees, notwithstanding any entry or re entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this lease, become due if this lease had not been terminated or if the Landlord had not entered or re entered, as aforesaid, and whether the demised premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof, but in the event the demised premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the demised premises (including, without limitation, remodelling costs, brokerage fees, and the like), and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to Landlord under this lease for the remainder of the lease term if the lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the premises for the balance of the term.

Further, if this lease shall be guaranteed on behalf of the Tenant, all of the foregoing provisions of this ARTICLE XVII and of ARTICLE XVI with respect to bankruptcy of the Tenant, etc. shall be deemed to read "the Tenant or the guarantor hereof".

To the extent permitted by applicable law, Landlord shall be entitled to recover from Tenant Landlord's legal expenses and other charges involved in enforcing the provisions of this lease.

Section 2. The Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

Further, if the holder of a mortgage on the Shopping Center of which the demised premises are a part notifies Tenant that such holder has taken over the Landlord's rights under this lease, Tenant shall not assert any right to deduct the outstanding cost of repairs or any outstanding monetary claim against Landlord from rent thereafter due and accruing, but shall look solely to the Landlord for satisfaction of such claim.

ARTICLE XVIII.
PROVISIONS RELATIVE TO THE SHOPPING CENTER

Section 1. The term "Shopping Center" wherever used in this lease shall be deemed to mean the entire tract of land described or referred to in Section 1 of ARTICLE I of this lease, together with any and all structures, parking facilities, common facilities, and the like, at any time constructed on said tract of land, as the same may from time to time be reduced by eminent domain takings or dedications to public authorities, or increased by the addition of other lands, together with structures and the like thereon, which may from time to time be designated by the Landlord, by written notice to the Tenant, as part of the Shopping Center.

ARTICLE XIX.
MISCELLANEOUS PROVISIONS

Section 1. Waiver. Failure on the part of the Landlord to complain of any action or non action on the part of the Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord to or of any action by Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and the Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 2. Covenant of Quiet Enjoyment. Tenant, subject to the terms and provisions of this lease on payment of the rent and observing, keeping and performing all of the terms and provisions of this lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the demised premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Landlord; but it is understood and agreed that this covenant and any and all other covenants of the Landlord contained in this lease shall be binding upon the Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of the Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Shopping Center for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord nor any partner of Landlord shall ever be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord to respond in monetary damages from Landlord's assets other than Landlord's interest in this Shopping Center. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant,

Landlord shall in no event be liable for failure to furnish the same when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, or any person claiming by, through or under Tenant, or any termination for any reason of Landlord's occupancy of the premises from which the service is being supplied by Landlord. In no event shall Tenant have the right to terminate or cancel this lease as a result of any default by Landlord or breach by Landlord of its covenants or any warranties or promises hereunder, except in the case of a wrongful eviction of Tenant from the demised premises (constructive or actual) by Landlord. Further, in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages or loss of profits or the like.

Section 3. Status Report. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this lease. Without limiting the generality of the foregoing, Tenant specifically agrees, promptly upon the commencement of the term hereof, to notify Landlord in writing of the date of commencement of the term, and acknowledge satisfaction of the requirements with respect to construction and other matters by Landlord, save and except for such matters as Tenant may wish to set forth specifically in said statement.

Section 4. Notice to Mortgagee. After receiving written notice from any person, firm, or other entity, that it holds a mortgage which includes as part of the mortgaged premises the demised premises, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to Landlord under the terms of this lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such curing, as is available to Landlord, and if necessary to cure such a default, such holder shall have access to the demised premises.

Section 5. Assignment of Rents. With reference to any assignment by Landlord of Landlord's interest in this lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of the first mortgage on the demised premises, the Tenant agrees:

- (a) that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, shall never be deemed an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by written notice sent to Tenant, specifically otherwise elect; and
- (b) that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the demised premises.

Tenant agrees that, in the event of foreclosure of any such mortgage or deed of trust to which this lease is subordinate or deed or assignment in lieu of foreclosure thereof), at the election of the holder, Tenant shall attorn to such holder (and its successors and assigns) as the successor holder of Landlord's interest hereunder, in which case, subject to any applicable terms and provisions of any written agreement between Tenant and such holder, this lease shall continue in effect all as if it had been a lease entered into directly between Tenant and such holder (and its successors and assigns). Tenant agrees, upon receipt of written request so to do, to execute such instruments, if any, as may be required in order to give effect to the foregoing. Landlord agrees to use reasonable efforts to provide Tenant with a subordination, non-disturbance and attornment agreement from any present or future lender having a mortgage on the Shopping Center.

Section 6. Mechanic's Liens. Tenant agrees immediately to discharge (either by payment or by filing of the necessary bond, or otherwise, any mechanics', materialmen's, or other lien against the demised premises and/or the Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Tenant in, upon or about the demised premises.

Section 7. No Brokerage. Tenant warrants and represents that it has dealt with no broker (other than Ria K. McNamara and Bialow Real Estate, LLC who are collectively herein referred to as the "Brokers", whose commissions are to be paid by Landlord) in connection with the consummation of this lease, and in the event of any brokerage claims against Landlord predicated upon prior dealings with the Tenant named herein by anyone other than the Brokers or either of them, Tenant agrees to defend the same and indemnify Landlord against any such claim.

Section 8. Invalidity of Particular Provisions. If any term or provision of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 9. Provisions Binding, Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of the Landlord and the Tenant. Each term and each provision of this lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment as required by the provisions of ARTICLE VII hereof. Time is of the essence of each and every provision of this lease.

Section 10. Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.

Section 11. Recording. Tenant agrees not to record the within lease, but each party hereto agrees on request of the other, to execute a Notice of Lease or short form lease in recordable

form and complying with applicable local laws, and reasonably satisfactory to Landlord's attorneys. In no event shall such document set forth the rental or other charges payable by Tenant under this lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this lease, and is not intended to vary the terms and conditions of this lease.

Section 12. Notices. Whenever by the terms of this lease notice shall or may be given either to the Landlord or to the Tenant, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier:

If intended for the Landlord, addressed to it at the address set forth on the first page of this lease (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice);

If intended for the Tenant, addressed to it at the address set forth on the first page of this lease or tendered for delivery (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice) to the attention of Robert Savin.

All such notices shall be effective when deposited in the United States mail or delivered to a private express carrier within the Continental United States, provided that the same are received in the ordinary course at the address to which the same were sent.

Section 13. When Lease Becomes Binding. Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

Section 14. Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this lease.

Section 15. Lease Superior or Subordinate to Mortgage. It is agreed that the rights and interest of Tenant under this lease shall be subject and subordinate to any mortgages or deeds of trust that may hereafter be placed upon the development, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacements and extensions thereof, if the mortgagee or trustee named in said mortgages or deeds of trust shall elect, by written notice delivered to Tenant, to subject and subordinate the rights and interest of the Tenant under this lease to the lien of its mortgage or deed of trust; it is further agreed that any mortgagee or trustee may elect to give the rights and interest of the Tenant under this lease priority over the lien of its mortgage or deed of trust. In the event of either such election, and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this lease shall be deemed to be subordinate to or to have priority over, as the case may be, the lien of said

mortgage or deed of trust, whether this lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, without limiting Landlord's other rights on account of such failure, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact and in its name, place and stead so to do. Landlord agrees to request any present or future mortgage holder to provide Tenant with a customary subordination, non-disturbance and attornment agreement.

Section 16. Fees and Expenses. Unless prohibited by applicable law, the Tenant agrees to pay to the Landlord the amount of all legal fees and expenses incurred by the Landlord arising out of or resulting from any act or omission by the Tenant with respect to this lease or the demised premises, including without limitation, any breach by the Tenant of its obligations hereunder. Unless prohibited by applicable law, the Landlord agrees to pay to the Tenant the amount of all legal fees and expenses incurred by the Tenant arising out of or resulting from any act or omission by the Landlord with respect to this Lease or the demised premises, including, without limitation, any breach of the Landlord of its obligations hereunder.

Further, if the Tenant shall request the Landlord's consent or joinder in any instrument pertaining to this lease, the Tenant agrees promptly to reimburse the Landlord for the legal fees incurred by the Landlord in processing such request, whether or not the Landlord complies therewith; and if the Tenant shall fail promptly so to reimburse the Landlord, same shall be deemed to be a default in the Tenant's monetary obligations under this lease.

Section 17. Interest. All payments becoming due from Tenant under this lease and not paid when due shall bear interest from the applicable due date until received by Landlord at the lesser of: (i) four percent (4%) per annum above the base rate announced from time to time by Bank of America, N.A. or its successor; or (ii) the highest lawful rate of interest permitted at the time in the Commonwealth of Massachusetts. All checks from Tenant to Landlord shall be drawn on a bank or banks located in the Continental United States.

Section 18. Addenda Provisions.

- A. Holding Over. Tenant recognizes that the Landlord must arrange for a replacement occupant long in advance of the expiration or earlier termination of the term of this lease; and incident to consummating a new lease for the premises demised hereunder, Landlord may be required to guarantee delivery of Possession to the new occupant promptly upon the expiration or earlier termination of this lease. Accordingly, Tenant specifically agrees to remove all of its goods and effects and to deliver full possession of the demised premises not later than the date of the expiration or earlier termination hereof in order to avoid substantial, and perhaps irreparable, harm to Landlord. Tenant agrees that Landlord shall have all remedies available at law or in equity for Tenant's failure so to do.

In addition to all such remedies, Tenant further agrees that any holding over by it which has not been consented to in writing by Landlord shall be treated as a tenancy at sufferance at three times the rent and other charges then applicable as of the date of the expiration or earlier termination of this lease, prorated on a daily

basis, and such tenancy at sufferance shall otherwise be on the terms and conditions set forth in this lease so far as applicable.

- B. Use, continued. Tenant acknowledges that the type of operation to be conducted by Tenant in the demised premises is of prime importance to Landlord and that Landlord must continue during the entire term hereof to have certain control and supervision over said operation. Tenant covenants and agrees that during the entire term of this lease, Tenant will conduct in the demised premises a high-grade operation serving first-quality food and that the demised premises will be kept clean at all times. Tenant agrees to use reasonable efforts which may be necessary to eliminate and minimize the odors and noises emitted from the demised premises.

Without limiting the generality of the foregoing, Tenant specifically agrees that Tenant shall, not less frequently than once per calendar quarter (or more often if required by Landlord's fire and casualty insurance carriers or any insurance rating bureau having jurisdiction over the demised premises, clean all ducts and vents within the demised premises, such cleaning to comply with the standards established therefor from time to time by Landlord's fire and casualty insurance carriers or any insurance rating bureau having jurisdiction over the demised premises. Tenant further agrees that it will provide a satisfactory ventilating system through the roof to minimize food and other odors and that it will provide proper insulation or a similar barrier on side walls so as to prevent odors from permeating into adjoining premises.

- C. Options of Extension. If this lease is still in full force and effect, Tenant shall have the right and option to extend the term hereof for two successive additional periods of five (5) years, each, provided that Tenant shall give written notice to Landlord of the exercise thereof not later than one (1) year prior to the expiration of the then term of this lease. Tenant may not exercise the second such option unless the first such option shall have been duly exercised by Tenant. If each of said option periods is duly exercised as aforesaid, the term of this lease shall be automatically extended therefor, without the requirement of any further instrument, upon all of the same terms, provisions and conditions set forth in this lease except that minimum rent payable during such option periods shall be at the following rates, payable on the first day of each and every month:

- (a) For and with respect to the first option period, at the rate of nine thousand eight hundred ninety-nine and 99/100 dollars (\$9,891.99) each calendar month; and
- (b) For and with respect to the second option period, at the rate of eleven thousand one hundred twenty-seven and 03/100 dollars (\$11,127.03) each calendar month.

If Tenant shall have duly and timely exercised a right of extension hereunder, all references to the term of this lease shall refer to the term hereof as so extended wherever the context would appropriately admit or require.

D. Exclusive. Provided that Tenant shall not have breached this Lease and the demised premises shall be open and operated as a Smashburger restaurant, Landlord shall not, during the term hereof, lease any space in the Shopping Center for an operation whose principal and primary use (i.e., more than 20% of its sales) is the sale of hamburgers.

E. Franchise Rider. Smashburger Franchising LLC's Required Lease Addendum attached hereto as EXHIBIT G is hereby incorporated and made a part of this Lease.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which shall be deemed an original for all purposes, as of the day and year first above written.

HC ATLANTIC DEVELOPMENT LIMITED
PARTNERSHIP, a Massachusetts limited partnership

By: HC ATLANTIC DEVELOPMENT, INC.
Its General Partner

By: 

[Landlord]

SAVIN BURGER, LLC, a Connecticut limited
liability company

By:

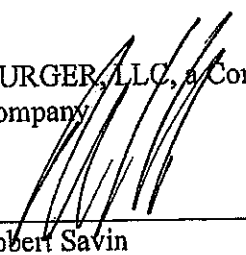
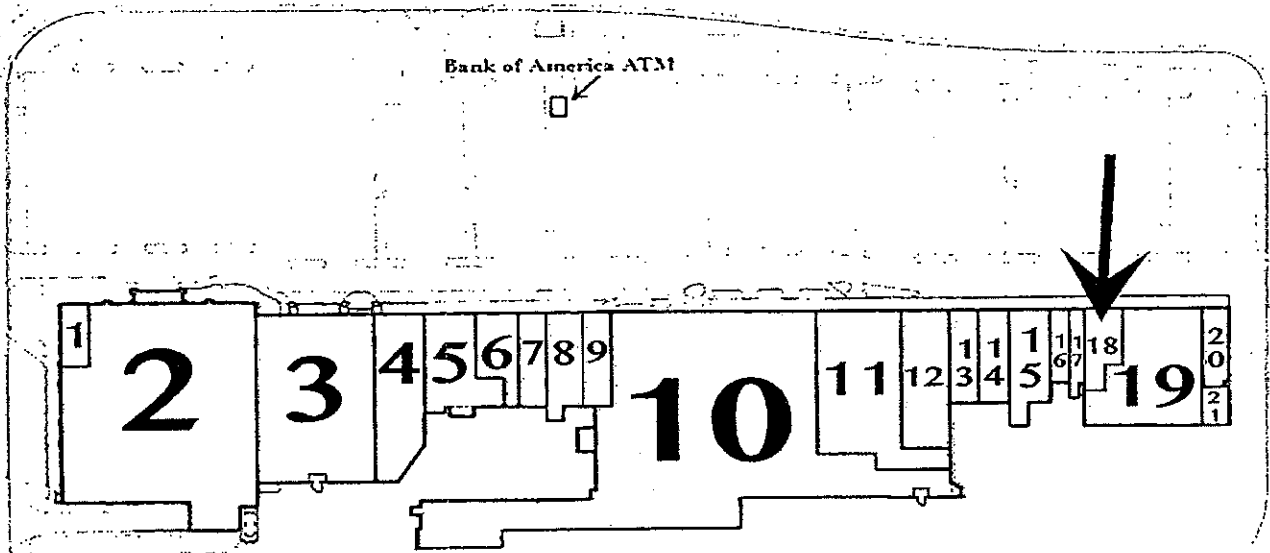

Robert Savin
Its Member
Hereunto duly authorized
[Tenant]

EXHIBIT "A"
SITE PLAN



1	Starbucks Coffee	1,679 s/f	8	Minerva Restaurant	2,400 s/f	15	Zaftig's Deli	3,400 s/f
2	Dick's Sporting Goods	66,000 s/f	9	Fashion Berry Yogurt	2,000 s/f	16	Euro Design Jewelry	1,440 s/f
3	Petco	17,939 s/f	10	Christmas Tree Shops	48,406 s/f	17	Liberty Travel	960 s/f
4	Five Below	7,100 s/f	11	Dress Barn	10,259 s/f	18	Available	2,345 s/f
5	Children's Place	4,100 s/f	12	Carter's Childrenswear	5,786 s/f	19	DXL / Casual Male	10,155 s/f
6	Gentle Dental Center	3,320 s/f	13	Nails & Company	2,500 s/f	20	GameStop	1,649 s/f
7	Jenny Craig	2,000 s/f	14	For Eyes Optical	2,600 s/f	21	Fanara's Tonsorial Parlor	800 s/f

Sherwood Plaza

Natick, MA



HAROLD COHEN ASSOCIATES, INC.

MANAGEMENT AND DEVELOPMENT
393 TOTTEN POND ROAD
WALTHAM, MASSACHUSETTS 02454-2013

EXHIBIT "B"
DEFINITION OF GROSS SALES
INTENTIONALLY OMITTED

EXHIBIT "C"
SIGNS

1. SIGN CRITERIA

- A. Signs shall be designed in accordance with local code requirements and regulations outlined in these Criteria.
- B. No signs, other than at the locations outlined in these Criteria will be permitted on any other frontage of any leased premises or building.
- C. All signs shall be flat wall signs and shall not extend more than 6" beyond the face of the surface to which the sign is mounted.
- D. All signs shall be composed of individual, free-standing letters, channel type with plexiglas face. No "belt" or "pillow signs" will be permitted. Small box "box-type" signs ancillary to the main sign may be permitted with Landlord's prior written consent. It shall be the Tenant's responsibility to provide and conceal all necessary sign supports and electrical connections.
- E. Signs or lighting on Tenant's storefront(s) or premises utilizing animation, moving parts, flashing, oscillating, smoke emitting, sound emitting designs or moving lights or variable light intensities, exposed neon tubing, painted non-illuminated letters, luminous vacuum-formed type plastic letters, unedged or uncapped plastic letters, or letters with no return and exposed fastenings, as well as signs employing exposed raceways, ballast boxes or transformers or "box" or cabinet type signs WILL NOT BE PERMITTED. All signs must be illuminated and shall derive light from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted. Illuminated signs may be "pegged out" from mounting surface for backlighting effects.
- F. Lettering on all store signs shall be limited to business or trade name of the premises as it appears on the lease. No sign manufacturer's name, union labels, or other lettering shall be visible. Logo signs shall not be permitted without prior approval of the Landlord in writing.
- G. No detached signs of any kind shall be permitted. No exterior theater attraction boards or changeable letter signs will be permitted.
- H. Except as herein provided, Tenant shall not be entitled to place any sign or advertising matter on the exterior surface of the perimeter walls or surfaces of the leased premises, nor shall Tenant be entitled to place any sign on the roof of the leased premises.
- I. No floor lighting of signs or storefronts by Tenants shall be permitted.
- J. The size, design, color, materials, specific location, content, type of construction, method of mounting and illumination of each sign, as well as Tenant's storefront

design, shall be subject to the approval of the Landlord. Tenant shall submit complete, detailed drawings, in triplicate, containing all of the above information for each sign to Landlord, for review and approval, along with actual samples of all sign materials.

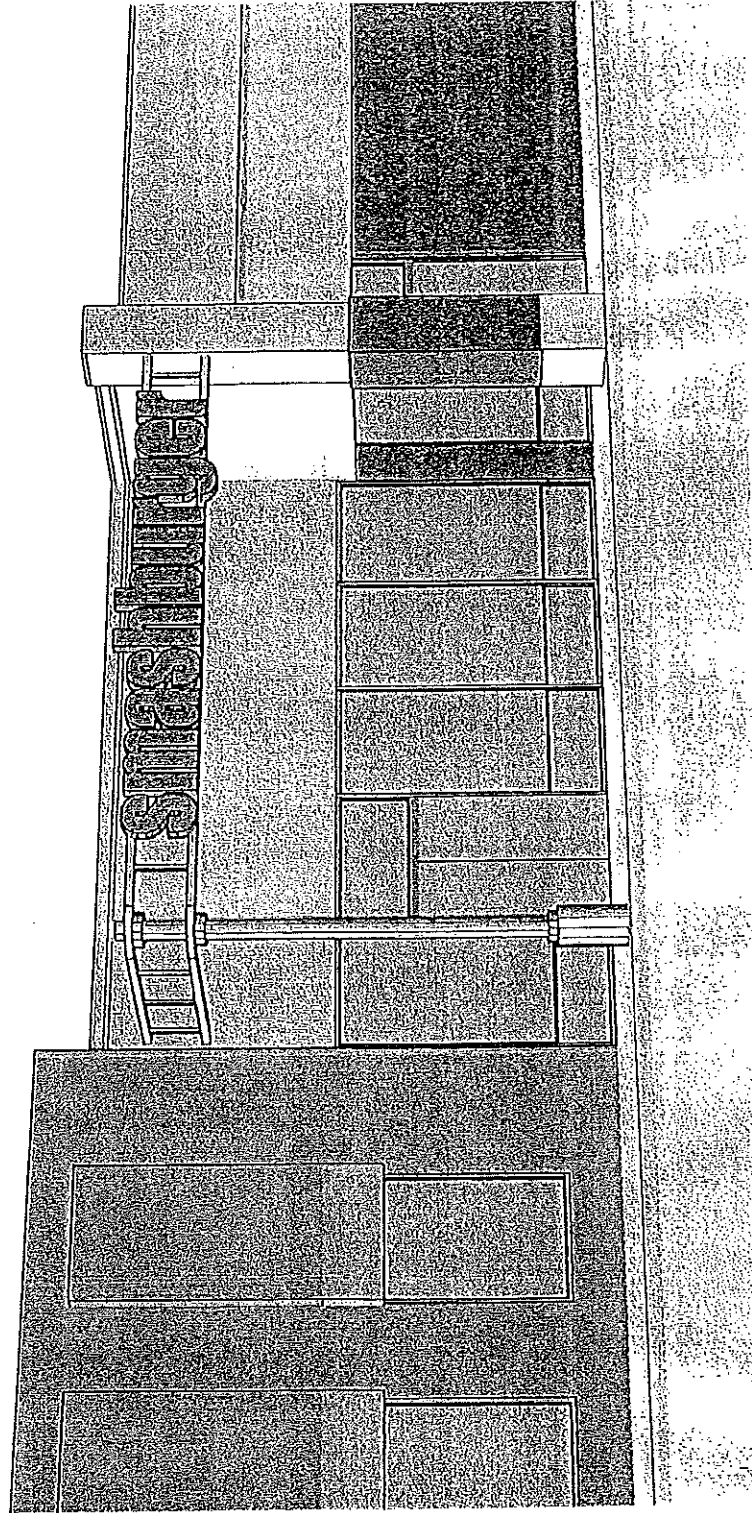
- K. When approved, two (2) copies of sign design drawings will be returned to Tenant for use in submission to the local authorities for sign permit and sign fabrication and erection.
- L. Said approval must be in writing and received by Tenant before fabrication or installation of any signs on storefronts. Signs, storefronts or their components which are installed without first receiving said approval, shall be ordered promptly removed from the leased premises at the expense of the Tenant.
- M. All store signs shall be incorporated into the design of the sign area and shall be positioned within an area defined by lines 12" from the top and bottom and no closer than 18" to the side lease lines.
- N. It is Tenant's sole responsibility to obtain governmental approval for any and all exterior signage.

2. EXTERIOR DOOR SIGNS

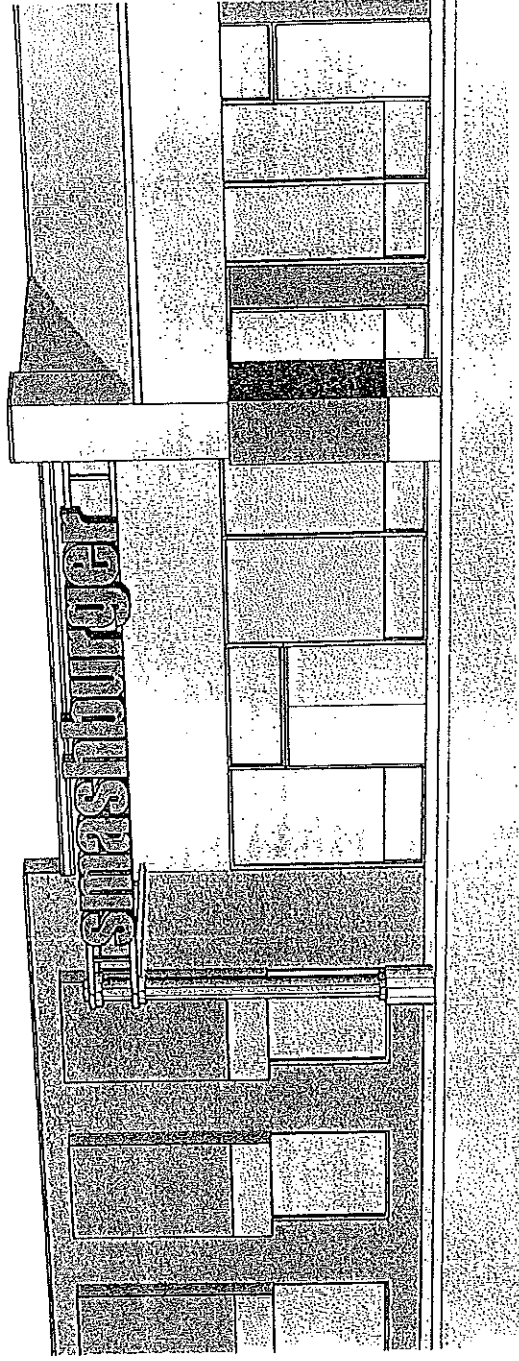
The following are specific requirements for exterior door signs:

- A. Signs for service door identification of Tenant's store may only contain the name of the Tenant printed on the service doors with a standard, uniform paint color, letter style, size and location which shall be specified by the Landlord.

Notwithstanding anything in the foregoing Sign Criteria to the contrary, Landlord stipulates that it has reviewed Tenant's proposed exterior signage attached hereto as Exhibit C-1, and has approved same.



Smashburger Proposed Signage Perspective Natick, MA 1/21/2013



Smashburger Proposed Signage Perspective Natick, MA 1/21/2013

EXHIBIT "D"
TENANT'S COMMON AREA MAINTENANCE CHARGE

The costs and expenses in which Tenant is to participate (as referred to in Section 3 of ARTICLE V of the lease to which this Exhibit is annexed) are as follows: all reasonable costs and expenses of every kind and nature paid or incurred by Landlord for the common areas of the Shopping Center in operating, managing, equipping, policing (if and to the extent provided by Landlord) lighting, repairing replacing, and maintaining all parking facilities (except that the cost for the replacement of any parking facilities shall be amortized in accordance with GAAP over the useful life of such replacement and only the amount of such cost pertaining to the year for which Tenant is being billed shall be included in such year's computations) , and all other common areas of the Shopping Center (including, but without limitation, all landscaping and gardening). Such reasonable costs and expenses shall likewise include (but shall not be limited to) water and sewer charges; maintenance of utilities, conduits, fixtures and equipment located in the common areas; premiums for liability, property damage, fire, workman's compensation, and all other insurance on the entire Shopping Center; unemployment taxes, social security taxes, and personal property taxes and assessments; roof repairs on the entire Shopping Center; fees for required licenses and permits; supplies, reasonable depreciation of equipment used in the operation of the common areas; and administrative costs equal to fifteen percent (15%) of the total costs of operating and maintaining the common areas (except appropriate reserves); but there shall be excluded costs of equipment properly chargeable to capital account and depreciation of the original cost of constructing said common facilities.

Tenant covenants and agrees to pay to Landlord an amount equal to 1.192% of all such costs and expenses, which said share shall be paid in monthly installments in an amount reasonably estimated by Landlord, such monthly installments being due on the first day of each and every calendar month in advance. The initial monthly payment shall be in the amount of \$578.00. Said proportionate amount shall be ratably adjusted if there is any increase or decrease in the square footage of the buildings in the Shopping Center.

Within ninety (90) days after the end of each calendar year during the term of this lease, Landlord shall furnish to Tenant a statement in reasonable detail setting forth the computation of such total costs and expenses; thereupon, there shall be a prompt adjustment between Landlord and Tenant, with payment to, or repayment by, Landlord as the case may require, not more than twenty (20) days following the furnishing of such statement, to the end that Landlord shall receive the entire amount of Tenant's share of said costs and expenses, and no more. A due and proper adjustment shall likewise be made to reflect the fact that the first and last years during the term of this lease will be other than a strict calendar year.

EXHIBIT "E"
TAXES

Tenant's obligation with respect to real estate taxes as referred to in Section 3 of ARTICLE XV of this lease shall be as follows:

With respect to all taxes payable by Landlord pursuant to the provisions of Section 1 of ARTICLE XV, Tenant agrees to reimburse Landlord in an amount equal to 1.192% thereof, subject to the following provisions:

- A. Tenant's said share of such taxes shall be equitably adjusted for and with respect to the first and last partial tax years (if any) of the term of this lease. Where the applicable tax bills and computations are not available prior to the end of the term hereof, then a tentative computation shall be made on the basis of the previous year's taxes payable by Tenant, with a final adjustment to be made between Landlord and Tenant promptly after all bills and computations are available for such period.
- B. Tenant's said share of said taxes shall be due and payable within twenty (20) days after receipt by Tenant of Landlord's invoice plus a copy of the tax bills involved. However, Tenant shall make monthly tax deposits with Landlord (along with payments of minimum rent) in an amount equal to one twelfth (1/12th) of Tenant's annual share of such taxes, with a final adjustment to be made between the parties as soon as said pro rata share has been determined. The initial amount of such tax deposits shall be \$424.00, but thereafter, the monthly tax deposits shall be predicated upon the last previous full year's share of taxes payable by Tenant.
- C. In every case, said taxes shall be adjusted to take into account any abatement or refund thereof allocable to Landlord, less all of Landlord's costs of securing such abatement or refund.
- D. The foregoing provisions are predicated upon the present system of taxation in the Commonwealth of Massachusetts. If taxes upon rentals shall be substituted, in whole or in part, for the present ad valorem real estate taxes, then Tenant's said share of taxes shall be based upon such taxes on rentals to the extent to which the same shall be a substitute for present ad valorem taxes. Further, if there is any other change in the system of taxation (other than as set out immediately above) which is in substitution of the present system, Tenant shall be responsible for its fair and equitable share thereof, taking into account the prorations provided for in this Exhibit "E". Tenant's share of taxes shall, except as set forth above in this Section D, expressly exclude any income, gross receipt, sales, transaction, franchise, personal property, profits, excise, devolution, estate, inheritance, gift, corporate, succession, capital levy or business transfer taxes of Landlord, as well as any special assessments to the extent such special assessments are for improvements and/or services that do not specifically benefit the Premises and arise out of or relate to specific items of improvement (e.g., roads, sewer

improvements, parking improvements, street lights, etc.) located off site i.e., not on the Shopping Center.

- E. Tenant's proportionate share of said taxes shall be ratably adjusted if there is any increase or decrease in the square footage of buildings in the Shopping Center.

EXHIBIT "F"
CONDITION OF PREMISES

Landlord's Work:

1. All utility connections into the building line at a location established by Tenant for the following utilities (if connections are allowable by utility company prior to Tenant build-out) In the event that the city's review of the Tenant's utilities requirements is greater than provided in this exhibit, the additional cost shall be the sole responsibility of the Tenant.
 - a) One 4" sewer line connected to the main sewer lateral at a minimum depth of 24" in our leased space and disclosure of actual invert depth, including payment of all associated sewer connection and use fees, to a fully functioning sewer – located at the rear of the Leased Premises.
 - b) Two 120-208, 4 wire, 3 phase, 200 AMP main electrical panels and service located within the premises and in accordance with Tenant's plans and specifications including all breakers; each panel should have a 42 circuit panel, recessed panel, wires, conduits, utility company transformers and fees. All main building electrical services to be up to utility and local/applicable codes.
 - c) Provide adequate lighting at the exterior rear of the building, per local/applicable codes.
 - d) Natural gas line appropriately sized to supply a minimum of 2 million BTU's with minimum of 7" of water column delivered to our leased space.
 - e) One 1" water line and shut off valve with a minimum 1" water meter that has a remote reader, with 70 PSI, at 45 GPM, sub metered and pre-installed, including all utility company charges and fees for domestic water use.
 - f) Fire sprinkler system is existing within the leased Premises . The landlord shall modify fire sprinkler system to coordinate with our restaurant design at landlords cost. Drops to be installed by the Tenant.
 - g) Telephone conduits from the main telephone terminal to the property including a pull string for Tenant's exclusive use within the Property.
2. Landlord to provide a location within approx. 200 feet of rear of the Leased Premises for Tenant's Refuse receptacle. Tenant to arrange their own service for refuse collection and removal.
3. Exterior walls and doors, watertight roofing, adequate parking as noted herein.
4. Existing Storefront system with a set of double doors no less than 3'0" X 7'0" each door. If code requires, an additional egress door to match store front system. A rear service door shall be provided of hollow metal, with required hardware for egress.
5. Premises and site to meet all local, state and federal ADA requirements.
6. The premises shall be free of all asbestos and all hazardous waste and/or materials. Said materials shall be legally removed and documented by a duly qualified contractor licensed and certified to remove and dispose of said materials.
7. If there is any lead-based paints and substances in premises, then documentation required of the removal and abatement of all lead-based paints and substances; sanded smooth and ready for paint and/or wall covering.
8. Demising wall framed, insulated and sheet rocked ready for Tenant's paint per existing insulation. *All minimum requirements should meet local applicable codes.*

9. Smooth uniform steel trowel finish concrete slab, uninterrupted plane, clear of all floor covering and free of all mastic.
10. Adequate area and access to and on the roof for Tenant's rooftop equipment for the proposed restaurant.
11. Access to and use of the roof for tenant's satellite dish for an internal music system. The location of any proposed satellite dish must be approved by Landlord. All roof penetrations shall be made by Landlord's roofing contractor at Tenant's sole cost.
12. Landlord, at Landlord's expense, shall place on-site outside of the premises an appropriately sized grease interceptor for Tenant's use per local building and health department requirements and codes.
13. Tenant space shall accommodate a minimum of 12' high finished ceilings (no ceilings by Landlord).
14. Landlord to provide H.V.A.C. stubbed into the demised premises for distribution to meet Tenant's H.V.A.C. requirements, which is estimated to be 1 ton per 150 sq. ft. of demised premises; verified documentation that includes the age of any existing units and confirmation that unit(s) are in good working order.
15. Main equipment and controls; duct detector if required.
16. Provide programmable space thermostat for each unit, mounted a 5'-0" a.f.f.
17. Electric and gas should be run to all HVAC systems, install duct detectors, if needed and install duplex outlet or service requirements at HVAC units; all HVAC systems should be functional and operating.

EXHIBIT "G"
LEASE ADDENDUM

TO THE FRANCHISE AGREEMENT
BETWEEN SMASHBURGER FRANCHISING, LLC
AND _____
DATED _____, 2013

SMASHBURGER FRANCHISING LLC'S
REQUIRED LEASE ADDENDUM

RIDER AND SPECIAL STIPULATIONS

TO LEASE AGREEMENT DATED _____
BY AND BETWEEN

HC Atlantic Development Limited Partnership, AS "LANDLORD" AND
Savin Burger, LLC, AS "TENANT" FOR THE DEMISED
PREMISES ("Premises") DESCRIBED THEREIN

This Rider and the provisions hereof are hereby incorporated into the body of the lease to which this Rider is attached (the "Lease"), and the provisions hereof shall be cumulative of those set forth in the Lease, but to the extent of any conflict between any provisions of this Rider and the provisions of the Lease, this Rider shall govern and control. All capitalized terms not otherwise defined in this rider shall have the meanings ascribe to such terms in the Lease.

I. Consent to Collateral Assignment to Franchisor; Disclaimer. Landlord acknowledges that Tenant intends to operate a Smashburger® restaurant in the Premises, and that Tenant's rights to operate a Smashburger® restaurant and to use the Smashburger® name, trademarks and service marks are solely pursuant to a franchise agreement ("Franchise Agreement") between Tenant and Smashburger Franchising LLC ("Franchisor"). Tenant's operations at the Premises are independently owned and operated. Landlord acknowledges that Tenant alone is responsible for all obligations under the Lease unless and until Franchisor or another franchisee expressly, and in writing, assumes such obligations or takes actual possession of the Premises. Notwithstanding any provisions of this Lease to the contrary, Landlord hereby consents, without payment of a fee and without the need for further Landlord consent, to (i) the collateral assignment of Tenant's interest in this Lease to Franchisor or to an affiliate of Franchisor to secure Tenant's obligations to Franchisor under the Franchise Agreement, and/or (ii) Franchisor's succeeding to Tenant's interest in the Lease as a result of Franchisor's exercise of rights remedies under such collateral assignment or as a result of Franchisor's termination of, or exercise of rights or remedies granted in or under, any other agreement between Franchisor and Tenant. In the event Franchisor, subsequent to the exercise of its remedies under such collateral assignment or as a result of Franchisor's termination of, or exercise of rights or remedies granted in or under, any other agreement between Franchisor and Tenant and Franchisor's assumption of the obligations of Tenant under the Lease, assigns the Lease to another Smashburger franchisee of Franchisor with whom Franchisor has executed its then standard agreement, and Landlord shall have approved the assignment of this Lease to such other franchisee, Franchisor shall be released from all liability under the Lease or otherwise accruing after the date of such assignment (in the event Franchisor is acting as the assignor under such assignment), but neither Tenant nor any other franchisee shall be afforded such release in the event Tenant or such franchisee is the assignor unless otherwise agreed by Landlord.

2. Compliance of Premises With Applicable Law; Parking. Landlord represents and warrants that, to Landlord's actual knowledge, as of the date hereof the Premises are in compliance with all applicable law, including without limitation parking sufficient to comply with the use of the Premises as provided in the Lease. Tenant shall have the right to use parking spaces for its guests, invitees and employees in an amount at least sufficient to comply with applicable zoning and other laws. The use of the parking spaces is provided by Landlord to Tenant without additional charge except that, if it becomes the prevailing custom in the vicinity of the Shopping Center, Landlord

may charge for parking at rates consistent with the parking rates then prevailing in the vicinity of the Shopping Center from time to time.

3. Notice and Cure Rights to Franchisor. Prior to exercising any remedies hereunder (except in the event of imminent danger to property or to persons), Landlord shall give Franchisor written notice of any default by Tenant (which notice may be given concurrently with Tenant's notice), and Franchisor shall have ten (10) days from the giving of such notice as to monetary defaults or (ii) 30 days after the giving of such notice as to non-monetary defaults within which to cure any such default. Landlord agrees to accept cure tendered by Franchisor as if the same was tendered by Tenant, but Franchisor has no obligation to cure such default. The initial address for notices to Franchisor is as follows:

Smashburger Franchising LLC
Attention: Franchise Legal Department
1515 Arapahoe St.
Tower One, 10th Floor
Denver, CO 80202
Attn: CFO

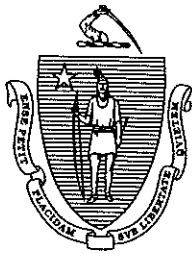
4. Non-disturbance from Mortgage Lenders. Notwithstanding anything contained in the Lease to the contrary or in conflict, it shall be a condition of the Lease being subordinated to any mortgage, deed of trust, deed to secure debt or similar encumbrance on the Premises that the holder of such encumbrance agree, on such mortgagee's standard form agreement for subordination and attornment agreements, not to disturb Tenant's rights under this Lease, or Tenant's possession of the Premises, so long as Tenant is not in default of its obligations hereunder beyond an applicable grace or cure period provided herein (as may be extended from time to time pursuant to paragraph 6 immediately above) and Tenant agrees to enter into such agreement. Landlord represents and warrants that on the date hereof no mortgage, deed of trust, deed to secure debt or similar encumbrance encumbers the Premises.

5. Financing of Trade Fixtures by Franchisor and Security Interest. Any security interest and/or Landlord's lien in Tenant's trade fixtures (to the extent personalty rather than fixtures), 'trade dress', equipment and other personal property in the Premises is hereby subordinated to any security interest and pledge granted to Franchisor in such items. The parties acknowledge that there may be certain personal property in the Premises which are not owned by Tenant, which property shall not be subject to any lien of Landlord. Upon request, Landlord shall grant the party who owns such property reasonable access to the Premises prior to the end of the term of the Lease for the sole purpose of removing such property, provided such party repairs any damage caused by such removal and otherwise complies with Landlord's reasonable requirements with respect to such access.

6. Franchisor Right to Enter. Landlord acknowledges that, under the Franchise Agreement, Franchisor or its appointee has the right to assume the management and operation of the Tenant's business, on Tenant's behalf, under certain circumstances (to-wit: Tenant's abandonment, Tenant's failure to timely cure its default of the Franchise Agreement, and while Franchisor evaluates its right to purchase the restaurant). Landlord agrees that, subject to the rights of Tenant, Franchisor or its appointee may enter upon the Premises for purposes of assuming the management and operation of Tenant's restaurant as provided in the Franchise Agreement and, if it chooses to do so, it will do so in the name of the Tenant but Franchisor and Tenant shall be jointly and severally liable for all covenants and obligations of the lessee under the Lease for and with respect any period of such entry and occupancy. Further, prior to the expiration or earlier termination of this Lease or the Franchise Agreement, Franchisor or its designee may enter upon the Premises for the purpose of removing all signs and other material bearing the Smashburger® name or trademarks, service marks or other commercial symbols of Franchisor and Franchisor shall repair any and all damage caused by any such removal. Such entry for such limited purpose of removals shall not be deemed an assumption of the Lease by Franchisor.

7. Lease Amendments. Landlord and Tenant agree not to enter into any amendment of the Lease which would shorten the term of the Lease or would negate any rights explicitly afforded to Franchisor pursuant to this Rider without obtaining the consent of Franchisor, provided that such consent shall not have been unreasonably withheld by Franchisor.

8. Enforceability by Franchisor. Landlord and Tenant agree that the entity named herein as Franchisor shall have the right to enforce by seeking specific performance or injunctive relief the provisions of this Rider to the extent that such provisions explicitly afford a benefit to Franchisor. In no event shall Landlord be liable for any monetary damages to Franchisor. The rights afforded to Franchisor in this Section 8 are personal to the Franchisor originally named herein and may not be assigned or otherwise transferred and shall be the sole remedy of Franchisor against Landlord at law and in equity.



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

August 22, 2018

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

SAVIN BURGER, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C
on **April 30, 2013**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that, said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **ROBERT SAVIN**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **DAVID SAVIN, ROBERT SAVIN**



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

Donna Donovan <ddonovan@natickma.org>

Re: Change in Manager

1 message

Brian Lauzon <lauzon@natickpolice.com>

Wed, Sep 19, 2018 at 2:52 PM

To: Donna Donovan <ddonovan@natickma.org>

Donna,

After reviewing we would recommend that the BOS, as the Licensing Authority, approve Mr. Dottin as the new Manager of Record (Beer and Wine license) for Smashburger located in the Sherwood Plaza East at [1298 Worcester Street](#).

Respectfully,

Lt. Brian G. Lauzon

On Tue, Sep 18, 2018 at 9:59 AM, Donna Donovan <ddonovan@natickma.org> wrote:

Hi Brian,

Attached is the change in manager application for Smashburger. We will be holding a public hearing for the transfer of ownership on 10/15.

Thanks.

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

ITEM TITLE: Public Hearing Continued from 8/6/18-Change of Address from 10 Border Road to 19 Winslow Road

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	7/27/2018	Cover Memo
Safety Committee Recommendations: Jan-May 2018	7/27/2018	Cover Memo
Request to Continue Public Hearing	7/27/2018	Cover Memo



COMMUNITY
NEWSPAPER
COMPANY

GateHouse Media New England

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

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

Order Number: CN13709793

Salesperson: Deborah Dillon

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

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

Payment Information

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

10 BORDER ROAD - CHANGE TO 19 WINSLOW ROAD

LEGAL NOTICE
PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK

CHANGE OF ADDRESS

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

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

Michael J. Hickey, Jr., Clerk

AD#13709793
MWDN 7/20/18




TOWN OF NATICK

SAFETY COMMITTEE RECOMMENDATIONS

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

NATICK POLICE DEPARTMENT SAFETY COMMITTEE JANUARY – MAY 2018

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

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

TOWN OF NATICK

NATICK, MASSACHUSETTS 01760



POLICE DEPARTMENT

James G. Hicks, Chief of Police

20 East Central Street

Natick, MA 01760

Phone: 508-647-9511

Fax: 508-647-9509

Interoffice Memorandum

Date: July 25, 2018

To: Amy Mistrot, Chair, Board of Selectmen



From: James G. Hicks, Chief of Police

RE: Public Hearing 10 Border Road

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

Sincerely,

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

James G. Hicks
Chief of Police

ITEM TITLE: Eversource: Approve Grant of Location-Tyler Street
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	10/3/2018	Cover Memo
Town Engineer Recommendation-No Objection	10/3/2018	Cover Memo

September 14, 2018

John Digiacomio
Department of Public Works
75 West Street
Natick, MA 01760

RE: Tyler Street
Natick, MA
W.O. #2266614

No Public Hearing Required

Dear Mr. Digiacomio:

The enclosed petition and plan is being presented by the NSTAR ELECTRIC COMPANY d/b/a as EVERSOURCE ENERGY and VERIZON for obtaining a Grant of Location to relocate one (1) existing pole 490/1 Tyler Street, Natick.

This work is necessary to accommodate a landscaping project located at Two Tyler Street.

If you have any further questions, please contact Chris Cosby at 508-305-6989. Your prompt attention to this matter would be greatly appreciated.

Very truly yours,



Kelly-Ann Correia, Supervisor
Rights and Permits

KAC/nej
Attachments

**PETITION OF NSTAR ELECTRIC COMPANY d.b.a. EVERSOURCE ENERGY AND OTHER
COMPANIES FOR ALTERATION OF JOINT OR IDENTICAL LOCATION FOR EXISTING POLES**

Town of **NATICK**, Massachusetts

Respectfully represent **NSTAR ELECTRIC COMPANY d.b.a EVERSOURCE ENERGY and VERIZON NEW ENGLAND, INC.**, companies subject to Chapter 166 of the General Laws (Ter. Ed.), that they have heretofore received a grant of joint or identical location for, and have erected or constructed, a line consisting of wires, poles and such other fixtures as may be necessary to sustain or protect the wires of the line, upon, along and across the public way or ways hereinafter specified, and that it is desirable that the location of certain of said poles be altered.

WHEREFORE, your petitioners pray that the Board of Selectmen may by Order direct an alteration in the location of said existing poles so that hereafter said poles, together with such fixtures as may be necessary to sustain or protect the wires of the line, shall be located substantially as shown on the plan made by **A. DeBenedictis, dated May 24, 2018 revised July 25, 2018, revised September 14, 2018** and filed herewith upon, along and across the following public way or ways of said Town:

Tyler Street, easterly side, approximately 55 feet south of Bacon Street

Relocate one (1) existing pole 490/1

NO PUBLIC HEARING REQUIRED

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes. Your petitioners agree to reserve space for one crossarm at a suitable point upon each of said poles for the telephone, fire and police signal wires owned by the Town and used for municipal purposes.

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the telephone, fire and police signal wires owned by the Town and used for municipal purpose

NSTAR ELECTRIC COMPANY d.b.a EVERSOURCE ENERGY

By Kelly-Ann Correia
Kelly-Ann Correia, Supervisor
Rights & Permits

VERIZON NEW ENGLAND, INC.

By Albert C. Besette, Jr.
Right of Way Manager

Dated this 14th day of September, 2018

Town of **Natick**, Massachusetts.

Received and filed _____

Natick Board of Selectmen

**ORDER FOR JOINT OR IDENTICAL LOCATIONS FOR POLES
Town of NATICK, Massachusetts**

WHEREAS, NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY and VERIZON NEW ENGLAND, INC. have petitioned for joint or identical locations for the erection or construction of poles to be owned and used in common by them upon, along and across the public way or ways of the town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY and VERIZON NEW ENGLAND, INC. be and hereby are granted joint or identical locations for the erection or construction of poles, to be owned and used in common by them, and for such other fixtures including anchors and guys as may be necessary to sustain or protect the wires of the line upon, along and across the following public way or ways of said town:

Tyler Street, easterly side approximately 55 feet south of Bacon Street

Relocate one (1) existing pole 490/1 and install one (1) anchor guy

NO PUBLIC HEARING REQUIRED

All construction work under this Order shall be in accordance with the following conditions: Poles shall be of sound timber and located as shown on plans made by A. DeBenedictis dated May 24, 2018, revised July 25, 2018, revised September 14, 2018 on file with said petition. There may be attached to said poles by said NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY and by said VERIZON NEW ENGLAND, INC. wires and cables necessary for the conduct of their business. All such wires and cables shall be placed at a height of not less than eighteen feet from the ground at crossings of other ways and at not less than fourteen feet from the ground elsewhere

_____ Selectmen of
the town of
NATICK

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter.Ed.), and any additions thereto or amendments thereof, to wit: after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held at _____ in said town on _____ day of _____, 2018 at _____ P.M.

_____ Selectmen of
the town of
NATICK

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the Board of Selectmen of the town of NATICK, Massachusetts, duly adopted on the _____ day of _____, 2018, and recorded with records of location Orders said town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest: _____
Clerk of the Town of NATICK, Massachusetts

**ORDER FOR JOINT OR IDENTICAL LOCATIONS FOR POLES
Town of NATICK, Massachusetts**

WHEREAS, NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY and VERIZON NEW ENGLAND, INC. have petitioned for joint or identical locations for the erection or construction of poles to be owned and used in common by them upon, along and across the public way or ways of the town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY and VERIZON NEW ENGLAND, INC. be and hereby are granted joint or identical locations for the erection or construction of poles, to be owned and used in common by them, and for such other fixtures including anchors and guys as may be necessary to sustain or protect the wires of the line upon, along and across the following public way or ways of said town:

Tyler Street, easterly side approximately 55 feet south of Bacon Street

Relocate one (1) existing pole 490/1 and install one (1) anchor guy

NO PUBLIC HEARING REQUIRED

All construction work under this Order shall be in accordance with the following conditions: Poles shall be of sound timber and located as shown on plans made by A. DeBenedictis dated May 24, 2018, revised July 25, 2018, revised September 14, 2018 on file with said petition. There may be attached to said poles by said NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY and by said VERIZON NEW ENGLAND, INC. wires and cables necessary for the conduct of their business. All such wires and cables shall be placed at a height of not less than eighteen feet from the ground at crossings of other ways and at not less than fourteen feet from the ground elsewhere

_____ Selectmen of
the town of
NATICK

CERTIFICATE

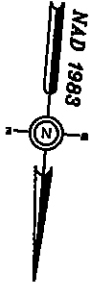
We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter.Ed.), and any additions thereto or amendments thereof, to wit: after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held at _____ in said town on _____ day of _____, 2018 at _____ P.M.

_____ Selectmen of
the town of
NATICK

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the Board of Selectmen of the town of NATICK, Massachusetts, duly adopted on the _____ day of _____, 2018, and recorded with records of location Orders said town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest: _____
Clerk of the Town of NATICK, Massachusetts



BACON ST

PARCEL 26-0000105A
SAXENA AKSHAY
4 TYLER ST

#4 UNIT2

#4 UNIT1

PARCEL 26-00000106
HANSEN STEPHEN P
6 TYLER ST

PROPOSED ANCHOR GUY 4'

10/ES

490/1

CBWT

TYLER ST

490/2

PARCEL LINE
EOP

EDGE OF PAVEMENT=EOP

7/14 S

CBWT

EOP

EOP

PARCEL LINE

PARCEL LINE

PARCEL 26-00000111
ENGELMAN, WILLIAM A
280 BACON STREET

PARCEL 26-00000110
BURDICK BARBARA LYNN
5 TYLER ST

#5



SCALE IN FEET

PURPOSE: TO ACCOMMODATE LANDSCAPING PROJECT LOCATED AT #2 TYLER ST

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSIGNED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO VERIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

NSTAR EVERSOURCE
Electric
Gas
d/b/a

1118 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of TYLER ST

NATICK

Showing PROPOSED POLE AND ANCHOR GUY LOCATION

Proposed Structures: MR/TL

Approved: A DEBENEDICTIS

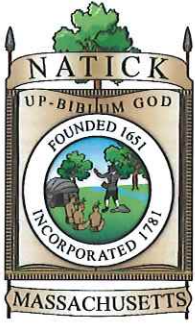
P#

Scale 1"=30'

Date MAY 24, 2018

SHEET 1 of 1

REVISED: 09/14/18, 07/25/18



TOWN OF NATICK MASSACHUSETTS

JEREMY T. MARSETTE, P.E.
DIRECTOR

WILLIAM E. MCDOWELL, P.E.
TOWN ENGINEER

September 26, 2018

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

Re: Eversource Electric – Grant of Location Tyler Street

Madame Chairperson & Members of the Board:

Eversource has requested a Grant of Location to relocate one (1) existing pole and anchor guy approximately 35 feet to the north on Tyler Street. This work is necessary to accommodate a landscaping project located at 2 Tyler Street at the owner's request.

The Engineering Division has reviewed the proposed location and notes that there are two existing sewer force mains and a drain line in the vicinity of the pole relocation. Representatives from the Engineering Division met on site with Eversource Electric and the location as shown on the plans submitted should not impact the existing town utilities.

The Engineering Division does not have any objection to the Grant of Location as requested if done in accordance with the plans dated May 24, 2018 and revised on 9/14/2018.

Sincerely,

William E. McDowell, P.E.
Town Engineer

cc: Director of Public Works

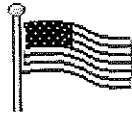
ITEM TITLE: Veterans' Services Officer

ITEM SUMMARY:

- 100th Anniversary of Veterans' Day
- Public Hearing: Square Dedication at Melvin & Beverly Roads on 10/27/18 at noon in Honor of Sgt. Robert Bradford White, Korean War Marine Corps Veteran

ATTACHMENTS:

Description	Upload Date	Type
Veterans' Day Events-100th Anniversary	10/9/2018	Cover Memo
Public Hearing Notice	10/3/2018	Cover Memo
Request	10/3/2018	Cover Memo



**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.

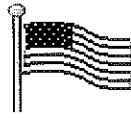
We are planning a Booklet with sponsor's ads and information those who served from Natick. This event is being funded totally by donations. All donors will be invited to the event at the Elks. This will be a family event and there will be displays of items from WWI and the times. 98 men from Natick served 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

October 4, 2018

LEGAL NOTICE
PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK

SQUARE DEDICATION

The Board of Selectmen will conduct a public hearing on Monday, October 15, 2018, 7:00 p.m., Natick Town Hall, Edward H. Dlott Meeting Room, 13 East Central Street, Natick, MA regarding the request to dedicate the corner of Melvin and Beverly Roads in honor of Sgt. Robert Bradford White, a Korean War Veteran who served in the Marine Corps from 1949-1953 and earned the Purple Heart for wounds during combat, a National Defense Service Ribbon, a United Nations Service Medal, and a Korean Service Medal with two stars.

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

A handwritten signature in black ink, reading "Michael J. Hickey, Jr." in a cursive script.

Michael J. Hickey, Jr., Clerk



Paul E. Carew
Director Veterans Services
VVA Accredited Service Representative

Sheila Young
Executive Assistant

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

Board of Selectman

I am putting forward this request to dedicate a square to honor Robert Bradford White. This was approved at the Natick Veterans Council Meeting in September 2018. Robert was a Korean War Veteran serving with the Marine Corps from 1949 to 1953. Robert raised his family at 13 Beverly Road in East Natick. Robert was a long time Natick DPW Heavy Equipment Operator. Robert and his wife Elaine were a huge part of the building of Moran Park as it looks today. They were a part of a small group of us to make Moran Park the Memorial Park it is today. Starting with the Vietnam and ending with the WWI. This is fitting to do this year with the 100th Anniversary of the end of WWI. Robert's decorations include the following: Korean Service Medal w/2 stars, United Nations Service Medal, National Defense Service Ribbon and the Purple Heart for wounds during combat. We are hoping to do the dedication at the corner of Melvin and Beverley Roads. The date we are requesting is October 27th at noon. Robert was a Sergeant in the Marines on discharge in 1953.

Thank you

Paul E. Carew

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

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

Ms. Young: 508-647-6400 ext 1900

Fax: 508-647-6549

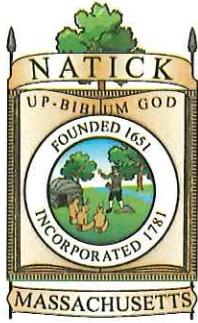
Email: pcarew@natickma.org "We fought together now let's build together"

ITEM TITLE: Director of Public Works/Town Engineer: Revision to Selectmen's Policy Regulating Street Opening Permits

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Letter & Revised Policy-B. McDowell	9/26/2018	Cover Memo
Memo 6/21/17-J. Marsette	6/21/2017	Cover Memo
Draft Driveway Public Access/Curb Cut Policy-Updated 8/21/17	8/21/2017	Cover Memo
Draft Street Opening Policy-Updated 8/21/17	8/21/2017	Cover Memo



TOWN OF NATICK MASSACHUSETTS

JEREMY T. MARSETTE, P.E.
DIRECTOR

WILLIAM E. MCDOWELL, P.E.
TOWN ENGINEER

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

Re: Street Opening Permits/Licensed Contractor requirements

Madame Chairperson and Member of the Board:

Since the most recent revisions to the Street Opening Permitting process as approved by the Board of Selectmen on Aug 21, 2017, the Engineering Division has licensed 42 contractors to perform work in Town accepted streets and on Town owned infrastructure, approved 208 individual street opening permits, 68 water connection or repair permits and 41 individual sewer connection permits.

Six of the contractors have applied for driveway (paving) work only. It has been noted, by the paving contractors in particular, that the requirement for a \$ 5,000.00 cash bond is prohibitive to their work and out of proportion to the risk which they pose to Town infrastructure. The paving contractors have also noted that the fee for a street opening is in relation to the size of pavement area disturbed. This makes it more challenging to propose a price to the customer which may be subject to change based on the Division's estimate.

The paving contractors tend to avoid performing work on the apron or against the street paving in order to not disturb the existing sidewalk. Often, there are grade differences between the existing sidewalk and street grades that could be corrected while installing the driveway. The Engineering Division suggests that incentivizing this work by reducing the permit fee might make the driveway contractors more willing to perform these correction while installing the driveway. This would only apply to bituminous concrete (asphalt paving) sidewalks.

The Engineering Division agrees with these ideas and proposes these changes to the initial policy document:

- Create a separate license category for driveway (paving only) contractors
- Reduce bonding amount for paving only contractors to \$ 1,500.00
- Establish flat fee of \$ 75.00 for all permits related to residential driveways and \$ 200.00 for permits related to commercial driveways

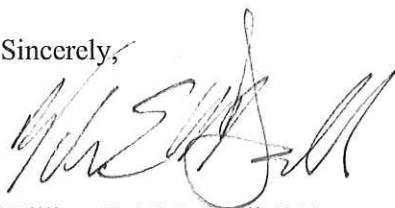
There have been several cases of driveway contractors performing work in Natick without a permit. Where these have occurred, the Engineering Division has either been able to issue a valid license for the Contractor or has not been able to ascertain by whom the work was performed. The Division is more committed to

BOS Street Licensure
August 6, 2018

complying with the Board's requirement that contractors be licensed than attempting to fine or disqualify contractors. We are also mindful that contractors who comply are unfairly burdened by those who do not. We would prefer to foster compliant behavior. We anticipate that these regulation changes will make it easier and more feasible for the contractors to comply with the Board's Policy.

If you or members of the Board have any questions regarding these proposed amendments, I will be at the August 6th meeting, or contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. McDowell', written over a horizontal line.

William E. McDowell, P.E.
Town Engineer

cc: Director of Public Works
Assistant Town Engineer
Project Engineer

Potential Changes to "Policy Regulating Street Opening Permits" as amended 8/21/2017

Remove and replace Sections 2.0, 3.0, and 5.0

Highlighted words are modified from policy as amended 8/21/17

2.0 STREET OPENING LICENSE AND PERMIT

Effective January 1, 2018 no person shall make any excavation within a street, excavate a trench on public property, install pavement within a street, or resurface/alter a driveway apron within a street prior to becoming licensed by the Town of Natick. Licenses may be issued by the Department in three (3) year cycles. A license fee of \$75 will be required for initial licenses and renewals. Persons seeking a license shall provide a copy of their Massachusetts Hoisting License, proof of insurance as provided in Section 6.0, a completed license application form (including project experience and references), and shall have no outstanding permit violations. Examples of violations include but are not limited to, working without a valid street opening permit or trench permit, working in violation of the restrictions placed on permits, or performing work that does not meet Town specifications. Such person upon receipt of a license commits to having a competent person on the job site in accordance with 520 CMR 14.00. The Department shall require a signature committing the applicant to compliance with the requirements; valid contact information including email and 24-hour phone number. A list of licensed contractors will be made available to the public via the Town of Natick website and upon request to the Department. The list shall be updated annually.

No person shall make any excavation in a street as defined in Section 1.0d above without first obtaining a Street Opening Permit and if necessary a Trench Permit from the Engineering Division, for each specific excavation, except as otherwise may be provided in these regulations. In addition to obtaining this Permit from the Engineering Division, the applicant is responsible for obtaining any and all permission from the private entities involved that own the rights in the way. Evidence of this permission will be required before a Permit will be issued. This evidence will be attached to and become part of the Permit, if it is approved.

Permits may be obtained from the Engineering Division, on a routine basis, between April 15th and November 1st, with all excavation work to be completed by November 15th. For work to be performed outside this time frame, permission must be obtained from the Director for each specific excavation before the Engineering Division can issue the Permit. Permits must be obtained a minimum 72 hours prior to the time when the street opening is to occur. As noted in Section 7.0 of these regulations, once a permit is received, the Engineering Division shall also be notified at least 24 hours prior to when the street opening is to take place.

Private Ways that are not maintained and publically accepted by the Town of Natick are not covered by these Rules and Regulations. All permission to excavate and occupy the private way must be obtained from the private parties involved.

The permit will be for each specific excavation only. No generic permits will be issued. Work must be performed within the time frame specified and agreed to by the applicant at the time of application. All time requirements specified and required elsewhere in this Policy must be met.

All work undertaken by the permit holder shall be done under the direction of the Engineer, at the sole expense of the permit holder in accordance with the latest edition of the Town of Natick Department of Public Works Construction Standards.

Permits must be kept at the job site during the work and must be shown, upon request, to any authorized Town personnel.

The permit applicant shall comply with the Federal Occupational Safety and Health Act., and any and all regulations promulgated by the Massachusetts Department of Public Safety pursuant to MGL c.82A and 520 CMR 7.00 (as amended).

3.0 APPLICATION FEE

At the time of application, all fees associated with the permit must be paid by the applicant. The fee schedule shall be as follows:

Up to 120 square feet of roadway affected	\$250.00
Each additional 200 square feet of roadway affected	\$60.00
Driveway/Aprons (New, Reconstruction, Resurfacing, or Enlargement of Driveways)	\$75.00 Residential \$200.00 Commercial

This charge is in addition to any charges assessed by other town departments, boards or agencies as well as in addition to any charges that may be incurred from a Water and Sewer Permit or a Trench Permit that is also assessed by the Engineering Division.

There shall be no fees for work conducted by Town staff or by contractors performing or accommodating a Town construction project.

5.0 PERFORMANCE GUARANTEE

Before a Street Opening Permit is issued, the applicant shall file a certified bank check with the Department in the amount of five thousand dollars (\$5,000) for excavation work and one thousand- five hundred dollars (\$1,500) for driveway work. The certified bank check shall be payable to the Town of Natick. All certified bank checks will be deposited in the Street Opening Permit Account for the duration of the guarantee period. This performance guarantee is conditioned that the applicant shall guarantee the faithful and satisfactory performance of the work in all respects, and shall replace or restore that portion of any street, highway, way or road in which said applicant, their employees or agents shall make such excavation.

The Director shall be authorized to draw upon the certified bank check account as may be necessary to cover the costs of the Town, including administrative costs, to perform work which a permittee has not satisfactorily performed or maintained. The Director shall be authorized to draw upon the certified bank check account after due notice, but only after the permittee has failed to perform said work and failed to pay outstanding expenses incurred by the Town.

No new Street Occupancy Permit shall be issued to a permittee until the full amount of the certified bank check is restored.

Exceptions to providing a certified bank check are made only to other governmental agencies of state and federal level and public utility companies.

The Department at its sole discretion may require a performance guarantee in an amount greater than that stated above, if in their consideration the scope of the work requires a larger amount. Additionally, the Director, may accept one \$25,000.00 performance guarantee for multiple excavations if the total value of work does not exceed \$25,000.00.

The amount of a performance guarantee in excess of the initial \$5,000/\$1,500 certified bank check may be in the form of a satisfactory bond from a surety company authorized to do business in the Commonwealth of Massachusetts.

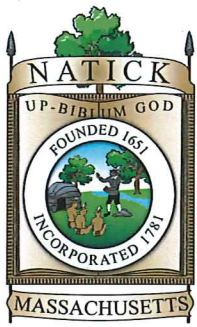
No Street Opening Permit shall be issued until a proper financial guarantee has been submitted and accepted.

The Department will not accept cancellation notices on bonds submitted by an applicant for a permit for which the Guarantee Period has not expired. Coverage must remain in full force for the entire Guarantee Period. It is the responsibility of the applicant to ensure coverage is maintained. The Town requires a Street Opening be covered by the performance guarantee for one full year from date the work is completed.

During the Guarantee Period the permit holder shall be responsible for the restoration, repair, and maintenance of its work. If the restored excavation fails, the permit holder may be required to completely re-excavate, refill, and repave any permanent restoration. If, at any time, during the Guarantee Period, it is discovered that the permanent restoration was not

made in accordance with Town specifications, the permit holder shall be responsible for making proper restoration within a timeframe the Town requires. If the permit holder fails its obligations to repair and/or replace the failed permanent restoration, the Town shall be authorized to draw upon the Performance Guarantee.

In the event that the permittee does not successfully perform a permanent restoration to a street cut or excavation after due notice and upon the approval of the Director, the Town, shall perform the permanent restoration. The permittee shall pay to the Town the total cost of the work based upon the actual cost of the restoration as performed by the Town with an additional amount of 50% to cover indirect costs. No new permits for any excavation shall be issued to said permittee until full payment is made. The total payment due may be above and beyond the required minimum \$5,000/\$1,500 certified bank check provided as a performance guarantee.



TOWN OF NATICK MASSACHUSETTS

JEREMY MARSETTE, P.E.
DIRECTOR

MEMORANDUM

To: Jonathan Freedman, Chair Board of Selectmen
Martha White, Town Administrator

From: Jeremy Marsette, Director of Public Works *JTM*

Subject: Street Opening Permit Policy
Draft Policy Edits and Process Improvements

Date: June 21, 2017

The Department of Public Works has discussed and developed recommendations to help ensure that the Street Opening Permit Policy is working as smoothly as possible (the street cut moratorium was a primary focus, however we took this opportunity to review the entirety of the policy and program).

The following bullets summarize improvements made and in those that are in process.

- Initiated coordination with the IT Department to incorporate Street Opening Permits into the MuniCity Permit Software. This is the software used by the Building Department to issue building permits. This will help consolidate permit tracking. It's envisioned that the listing of moratorium streets would be included in MuniCity so that building permits and street opening permits would automatically be flagged if on one of these roadways. The use of this software will also help track financial guarantees, insurance certificates, and inspections. The attached email to the IT Department provides additional detail. Implementation with the software vendor has begun.
- In addition to the typical outreach the Department conducts in the lead up to roadway work, we include an informational door hanger that is delivered to all project abutters the year (or more) before a project is constructed. This door hanger coincides with the typical water/sewer service repairs that are conducted a year (minimum) in advance of roadway work. The door hanger provides a brief summary of the service repair work, roadway work, and information about the no-dig moratorium. A sample notice is attached for reference.
- The Department has added a current listing of moratorium roadways to the Engineering Division's website. <http://www.natickma.gov/262/Permits-Regulations> This information is also available at the Engineering Division's customer service counter and has been provided to the Building Department. A copy of the listing is attached for reference.

- We have created a simple one page (double sided tri-fold) educational pamphlet to summarizing the Street Opening Permit Policy and Program. This pamphlet will be made available to the Building Department for their use. It may be included with the building permit application package, posted on bulletin boards, and made available at Town service counters. A draft of the pamphlet is attached for reference. It will be finalized once the Board of Selectmen formally implements policy changes.
- We have coordinated with the Building Department to help educate them on what issues the Public Works Department may look for in the building permit review process particularly in regards to street openings. If a street opening is to be proposed (as in the case of a gas permit), it should be noted in the building permit application and on the plans.
- Jointly with the Town's Communications Officer/Web Master we have developed a capital projects web page/map on the Department's web site. <http://www.natickma.gov/1461/Projects> This includes not only current but future work. The map includes all of the department's projects (water, sewer, roadway, etc) including project locus, descriptions, schedule, and contact information. We will continue to refine and improve the map content and design.
- The Town's Five Year Roadway Improvements Plan, as endorsed by the Selectmen, is currently available on the Engineering Division's webpage. <http://www.natickma.gov/259/Engineering-Division> This plan is formally provided each year to all of the utility companies servicing Natick. It is intended and communicated with these companies that they should use the five year plan to coordinate their work and to use it to market potential customers. We will continue to reinforce this intent with the utility companies and work with them on any ideas in which we may leverage communications to project abutters.
- The Department has reviewed the Board of Selectmen's current Street Opening Permit Policy and recommends a number of improvements. Please find the attached edited policy with recommended edits tracked. The attached includes many edits to help improve, clarify, and update the policy to current standards.

Recommendations of noted included in the draft revisions:

- More detailed definition for Emergency Work.
- Included requirement for plan or sketch of work proposed.
- Clearly defined and outlined Guarantee Period for all pavement restorations.
- Minimum financial guarantee amount set at \$5,000. A \$25,000 guarantee may be provided for multiple permits (though no more than \$25,000 worth of work may be open at any given time)
- Definition for permit duration updated and clarified.
- Included requirements for compliance testing.
- Included reference to the Department of Public Works Construction Standards. These Standards have been developed and published since the last amendments to the Street Opening Permit Policy.
- To ease the frustration and acknowledge the value of new pavement, an "Extended Maintenance Fee" for roadway cuts in reconstructed pavement less than five years old is included. The younger the pavement, the higher the fee. It is proposed that applicants

must present and justify on a case by case basis cuts in new pavement to the satisfaction of the Town Engineer. If the cut is approved an Extended Maintenance Fee would be assessed. It is recommended that these fees and the standard permit fees placed in a revolving fund and the revenues used to supplement roadway resurfacing projects.

- The following items were not incorporated into the draft policy edits but may be items the Board of Selectmen wish to consider.
 - Several adjacent communities require contractors performing work in public roadways or on public infrastructure (water mains, sewer pipes, etc) to become licensed by the Town. The license helps ensure that qualified and competent contractors perform work in Town. A sample of this requirement is attached for reference.
 - Several adjacent communities include specific reference to policy enforcement, penalties, and fines. The Town of Natick's current Street Opening Permit Policy does not include specific reference to enforcement and fines. Examples of enforcement provisions are attached for reference.
 - The Town of Wellesley requires that Financial Guarantees be in the form of a certified bank check, they do not accept paper bonds. Should a pavement restoration fail it is more expedient and efficient to draw from a deposit than to seek remedy from a bank that has issued a paper bond. The Board may consider a requirement that the first \$5,000 of all financial guarantees be in the form of a certified bank check and that the balance may be a paper bond. A copy of Wellesley's requirements is attached for reference.
 - The Board may wish to update the basis for the standard permit fee. The current fee is based on linear feet of cut. Surface area may be a better measure of impact as most excavations are more rectangular than linear. For reference, the Town of Wellesley charges a permit application fee of \$100 and then charges an Inspection and Maintenance Fee of \$185 for openings less than 150 square feet. An additional \$35 is charged for each additional 150 square feet of disturbance.
 - If the linear foot basis for the permit fee is retained, the Board may wish to update the fee. The fees were last changed prior to 2009. Fees of \$300 for the first 30 linear feet of roadway affected and \$75 for each additional 50 linear feet would be similar to adjacent communities.
 - Most area communities have review and approval procedures for the construction of new or the reconstruction of existing driveways connecting to public ways. This review and approval is set by Board of Selectmen Policy or similar. The review and approval helps insure proper and safe design, helps minimize impact to Town infrastructure, and ensures proper surface drainage. Natick currently does not have such a policy. For large developments the Planning Board Site Plan Review process captures their driveway designs. However for projects that do not go through this process (single family homes, renovations to existing, etc.) there is no formal approval process. At the Board's pleasure we can bring forward a policy for consideration.

We look forward to working with the Board of Selectmen on these improvements. Please let us know if you require any additional information or if we may be of assistance.



PERMIT SOFTWARE MUNICIPALITY IMPLEMENTATION

MuniCity - Implement DPW/Engineering Permits

1 message

Jeremy Marsette <jmarsette@natickma.org>

Tue, Jun 6, 2017 at 12:42 PM

To: Kathy Lentini <klentini@natickma.org>

Cc: John Digiacomio <jdigiacomio@natickma.org>, Anthony Comeau <acomeau@natickma.org>, James Errickson <jerrickson@natickma.org>, Tom Hladick <thladick@natickma.org>

Kathy,

As a follow up to our conversation regarding Muncity and our desire to include permits issued by the Public Works Department below is a bit more detail on the "permits" that could be included. Please take a look and reach out to Muncity. We are happy to meet and discuss further.

Street Opening Permit

-Excavations/Cuts within the public way.

-Information included in the permit should include: Dig Safe Ticket Number, description of work to be performed, information on Financial Guarantee/Bond (\$5,000 min), information on Liability Insurance with Natick as additionally insured, date of permit application, date approved, date work anticipated to be started and completed, date of close out, name of applicant, contact information of applicant, location of street opening (street name and nearest street address), size of street opening (length and width), ability to attached scan copies of financial guarantee and insurance cert, -the approval process would be applied, review of permit, approved permit, initial work completed, 1 year inspection passed (then closed)

Trench Opening Permit

-all excavations the meet the criteria outlined in MGL c 82A Section 1

-Information in the permit should include: Dig Safe Ticket Number, description of work to be performed, date of permit application, date approved, dates work anticipated to be started and completed, name of applicant, contact information of applicant, property owner of record, location of trench excavation (street address and assessors id), estimated size of trench, information on Insurance (company name, phone, address, Insurance Certificate Number, policy expiration date) -the approval process would be applied, review of permit, approved permit, (no close out needed)

Sanitary Sewer Connection Permit

-all new and reconstructed sewer service connections

-Information included in the permit should include: description of work to be performed (repair, relay, new service), date of permit application, date approved, date work anticipated to be started and completed, date of close out, name of applicant, contact information of applicant, location of service connection (property address and assessor id), size of proposed service connection, estimate of sewer service flow rate, ability to attached scan copies of documents, Infiltration and Inflow Fee assessed

-the approval process would be applied, review of permit, approved permit, initial work completed, final inspection -approval process and close out should include both Engineering Division and Sewer Division

Water Connection Permit

-all new and reconstructed water service connections

-Information included in the permit should include: description of work to be performed (repair, relay, new service), date of permit application, date approved, date work anticipated to be started and completed, date of close out, name of applicant, contact information of applicant, location of service connection (property address and assessor id), size of proposed service connection, ability to attached scan copies of documents

-the approval process would be applied, review of permit, approved permit, initial work completed, final inspection -approval process and close out should include both Engineering Division and Water Division

Thanks,
Jeremy

--
Jeremy Marsette, PE
Director of Public Works
Town of Natick
75 West Street

SAMPLE ABOUT NOTICE

IMPORTANT NOTICE

TO: NATICK RESIDENTS- CENTRE STREET, GIBBS STREET, WALNUT PARK ROAD, PAUL STREET AND MANOR AVE.

DATE: May17, 2017

SUBJECT: Water Service Pipe Replacement
Future Roadway Paving Project

The Town of Natick, Department of Public Works will be replacing water service pipes in your neighborhood during the next few months. The pipes that will be replaced are the service lines that run from the water main in the street to the gate box (shut-off) near the edge of the street. The work will take place Monday thru Saturday. No work will be done on private property. If you have any questions regarding the water service work, please call 508-647-6557.

The water service replacement work is in preparation for the future roadway paving project for your neighborhood. The Five Year Roadway Improvement Plan adopted by the Board of Selectmen includes XXXX Streets for repaving in 2019. The latest Five Year Plan may be found at: <http://www.natickma.gov/259/Engineering-Division>

Please note that once your roadway is paved it will be subject to a five year moratorium on pavement cuts and trenches. During this five year period roadway openings may not be approved or may be subject to higher fees and restoration standards. In anticipation of this moratorium residents are urged to consider implementing any improvements that may involve pavement cuts (natural gas conversions, underground electric upgrades, etc.) in advance of the Town's planned roadway reconstruction work.

Additional information on the Town's Street Opening Permit program may be found at: <http://www.natickma.gov/262/Permits-Regulations>

*Anthony Comeau
Supervisor Water/Sewer Division*

*XXXX XXXX
Town Engineer*

*Jeremy Marsette, PE
Director of Public Works*

Natick Street Opening Moratorium Report

Year Paved	Street Name	Date Moratorium Expires
2012		
	Karen Lane	12/31/2017
	Katie Path	12/31/2017
	Oak Street	12/31/2017
	Winter Street	12/31/2017
2013		
	East Evergreen Rd (Farrant to Wentworth)	12/31/2018
	Erlandson Road	12/31/2018
	Farwell Street	12/31/2018
	Flynn Street	12/31/2018
	Grove Road	12/31/2018
	Jennings Pond Road	12/31/2018
	Laconia Road	12/31/2018
	Richmond Road	12/31/2018
	Rockland Street (South Main to Carsha)	12/31/2018
	Rutledge Rd (Wentworth to East Evergreen)	12/31/2018
	Shore Road (Grove Rd to Wellesley Town Line)	12/31/2018
	Stanley Street	12/31/2018
	Wedgewood Road	12/31/2018
	Wentworth Road	12/31/2018
	West Street (Windsor to Oakland)	12/31/2018
	Winslow Road	12/31/2018
2014		
	Apple Ridge Drive	12/31/2019
	Dwight Avenue (Farrant to Westlake)	12/31/2019
	Eisenhower Avenue	12/31/2019
	Farrant Road	12/31/2019
	Gordon Road	12/31/2019
	Halsey Way	12/31/2019
	Indian Ridge Road	12/31/2019
	Indian Ridge Way	12/31/2019
	Lantern Lane	12/31/2019
	Leighton Road	12/31/2019

Natick Street Opening Moratorium Report

Year Paved	Street Name	Date Moratorium Expires
	Lookout Farm Road	12/31/2019
	Macarthur Road	12/31/2019
	Marshall Road	12/31/2019
	Nimitz Circle	12/31/2019
	Patton Road	12/31/2019
	Pitts Street (Atherton to Cruve)	12/31/2019
	Rockland Street (Carsha to Everett)	12/31/2019
	Sheffield Road	12/31/2019
	Spring Valley Road	12/31/2019
	Summer Street (Spring to Washington)	12/31/2019
	Terrane Avenue	12/31/2019
	Waring Road (Westlake to Westlake)	12/31/2019
	Westlake Road	12/31/2019
	Wethersfield Road (Wedgewood to Irving)	12/31/2019
2015		
	Burning Tree Road	12/31/2020
	Cecil Road	12/31/2020
	Countryside Road	12/31/2020
	Everett Street (Rockland to Cottage)	12/31/2020
	General Greene Ave	12/31/2020
	Hammond Avenue	12/31/2020
	Hammond Road	12/31/2020
	Lanes End	12/31/2020
	Ledge Lane	12/31/2020
	Michael Terrace	12/31/2020
	Oak Knoll Road	12/31/2020
	Pine Street	12/31/2020
	Pleasant Street	12/31/2020
	Speen Street (Nouvelle Way to Framingham Line)	12/31/2020
	Stetson Road	12/31/2020
	Travis Road	12/31/2020
2016		
	Atherton Street	12/31/2021
	Bee Street	12/31/2021

Natick Street Opening Moratorium Report

Year Paved	Street Name	Date Moratorium Expires
	Brook Street	12/31/2021
	Farm Hill Road	12/31/2021
	Florence Street (Highland to Hillside)	12/31/2021
	Ingleside Road	12/31/2021
	Kelley Way	12/31/2021
	Lagrange Street (Lake to Washington)	12/31/2021
	Lake Street	12/31/2021
	Michigan Drive	12/31/2021
	Parson Way	12/31/2021
	Peterson Road	12/31/2021
	Pond Street (Campus Dr to Maple)	12/31/2021
	Pumpkin Pine Road	12/31/2021
	Tech Circle	12/31/2021

DRAFT 2 - SIDED TRIFOLD FLYER

Requirements for Obtaining a Street Opening Permit

- Apply for a permit from the Engineering Division
- Permits must be obtained 72 hours prior to street opening (except in the case of an emergency)
- Permits are issued between April 15th and November 1st
- Work must be completed by November 1st of the same year the permit was issued (exception requires prior approval from the Public Works Director)
- Submit a check made out to the Town of Natick in the amount of \$200 for the first 30 ft. of roadway affected, \$50 per additional 50 linear ft of roadway affected
- Dig Safe number for the specific work
- There must be a 72 hour waiting period (weekends and Holidays not included) after Dig Safe is notified
- A satisfactory bond of a surety from a company authorized to do business in Massachusetts in the sum of \$5,000 (minimum) conditioned substantially that the applicant shall faithfully and satisfactorily perform said work in all respects and replace/restore the roadway
- Provide liability insurance with the following:
 - ❖ \$2,000,000 liability
 - ❖ \$2,000,000 aggregate liability
 - ❖ The Town of Natick named as additional insured
 - ❖ The Town of Natick named as the certificate holder
- All work shall be done in accordance to the Town of Natick Policy Regulating Street Excavation adopted March 9, 1998 and amended April 9, 2007 on file in the Engineering Division at 75 West Street, Natick or found online at: www.natickma.gov/262/Premits-Regulations

Why Street Opening Permits Are Necessary?

- Reduces risk in damage to gas lines, telephone lines, water mains, streetlights or other utility lines risking lives and/or property
- Requires proper insurance coverage
- Ensure work is in accordance to Town of Natick's specifications, codes and requirements
- Help coordinate schedules among numerous agencies and individuals
- Provide a record in case problems are discovered after work is completed
- Ensure vehicular and pedestrian traffic is maintained and guarantee public safety

Permits Are Required For...

- Any type of excavation, trench and/or utility installation in a Town accepted street such as installing, repairing or replacing water services, sewer laterals or any type of underground utilities, etc. *(Water and sewer utilities shall be placed in separate trenches - ten feet apart - in accordance with MassDEP Guidelines)*
- Repairing or replacing any sidewalk
- Installing walkways
- Installing replacing or removing street curbing
- Installing and repairing driveway aprons
- Installing a new street, which will become officially dedicated to the town upon completion

FOR MORE INFORMATION

See Policy Regulating Street Opening Permits

Adopted March 9, 1998, Amended February 9, 2009



Town of Natick
Department of Public Works

Policy Regulating Street Opening Permits



QUESTIONS?

Department of Public Works
75 West St.
Natick, MA 01760

Main Number: 508-647-6550
Engineering: 508-647-6551

Website: natickma.gov
Under Government, click
Public Works



Town of Natick
Department of Public Works

Policy Regulating Street Opening Permits

Start of Work and Inspections

- In a non-critical area, a twenty-four (24) hour notice to the Town Engineer to start work is required
- In a critical area, a forty-eight (48) hour notice to the Town Engineer to start work is required
- Critical areas are defined as street intersections, arterial routes and streets within the downtown shopping and business areas
- Trenches, excavations and utility installation must be inspected before any party of the work is backfilled. If not properly inspected, the Engineering Division reserves the right to require the applicant to re-excavate all or part of the work
- Request for inspections must be made by 7:30 A.M. on the day the work begins

Emergency Provisions

- Nothing shall be construed to prevent excavations as may be necessary for the preservation of life or property or for the location of trouble in conduit, cable or pipe
 - At the start of work, the Engineering Division, the Police Department, Dig Safe and the Public Utility companies must be notified
 - A permit must be applied for on the next working day after the emergency. Requirements for obtaining a street occupancy permit shall then be followed

SAFETY ALWAYS COMES FIRST

Safety Guidelines



Traffic Safety

- Appropriate measures shall be taken to ensure normal traffic flow
- Maintain safe crossing for two lanes of vehicular traffic at road intersections and safe crossing for pedestrians
- Warning signs shall be placed at sufficient distance from construction operation in accordance with requirements of the MUTCD and Police Safety Officer
- Police Details may be required. All costs incurred shall be the responsibility of the Permittee

Access to Vital Structures

Work shall be performed so as not to interfere with access to fire hydrants, fire stations, fire escapes, water gates, underground vaults, catch basins or any other vital public facility



Dig Safe

A valid "Dig Safe" number shall be obtained

Relocation and Protection of Utilities

Any existing public or private utility shall not be interfered with without consent of the Town Engineer and owner of the utility

Notification to Public Utility Companies

In accordance with the General Laws of the Commonwealth, notice must be given to public utility companies before making excavation in a public way

Protection of Adjoining Property

- Proper excavation support and other precautions may be required to preserve and protect adjacent property
- Trees and/or shrubs that exist in planting step areas shall not be removed without first obtaining consent of the Town Engineer
- For roadside planting guidelines see approved list in the Policy Regulating Street Opening Permits, Adopted March 9, 1998, Amended February 9, 2009

General Information

Excavated Material

All material excavated shall be removed from the site, except in such cases as the material is deemed suitable for backfill

Construction Material and Equipment

Construction materials and equipment shall be limited in quantity and space occupying area as to not unduly hinder and block the roadway

Hours of Operation

Work shall be restricted to 7:00 AM to 4:00 PM Monday through Friday unless in case of emergency

Prompt Completion of Work

After excavation is commenced, work covered by the permit shall promptly be completed and conditions restored to the original condition

Restoration of Pavement Marking

Markings that are obliterated or damaged shall be repainted and replaced as directed by the Town Engineer

Protection of Gutters and Drainage Basins

The permittee shall maintain all gutters free and unobstructed for the full depth of the adjacent curb and for at least 3' in width from the face of such curb at the gutter line

Catch basins shall be kept clear and serviceable

Appropriate environmental protection methods should be employed to ensure that run-off does not cause problems with town storm drainage system

Provisions shall be taken to care for all surface water, mud, silt, residue or other run-off pumped or removed

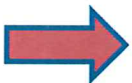
Dust and Clean-up

Precautions shall be taken to prevent and avoid dust. Roadways shall be cleaned each day

Temporary Pavement and Restoration of Permanent Paving

All work shall be done in accordance with the Department of Public Works Construction Standards.

www.natick.gov/1322/Construction-Standards



For More Information

SEE Policy Regulating Street Opening Permits adopted March 9, 1998 and amended April 9, 2007

PERMIT NO.: _____
(For Town use only)

**75 West Street
Natick, MA 01760
508-647-6550
Fax: 508-647-6560**

Inspections will not be approved if utility trenches found in the Public Way are not in compliance with the latest OSHA regulations: 29 CFR: 1926 Subpart P – Excavations. In addition, the Town may issue a Stop Work Order until the situation is properly addressed.

Applicant Information							
Name of Permit Holder:			Customer No.: <small>(For Town use only)</small>				
Street Address:		City/Town:	State: ZIP:				
Phone No.:		Cell Phone No.:	24-Hr Emergency Phone No.:				
Excavator Information							
Name of Excavator <small>(If different from Applicant):</small>		Phone No.:	Cell Phone No.:				
Street Address:		City/Town:	State: ZIP:				
MA. Hoisting License No.:		License Restrictions:	Expiration Date:				
Name of Competent Person <small>(As defined by 520 CMR 14.02-if different from Excavator):</small>		Phone No.:	Cell Phone No.:				
Street Address:		City/Town:	State: ZIP:				
Insurance Information							
Insurer Name:		Insurer Contact Information:	Policy Expiration Date <small>(Earliest Date):</small>				
Information for Proposed Trench							
Specific Location of Trench <small>(Please check all that apply):</small>			Trench Purpose/Description:				
Street	State Highway	Side of Road	Sidewalk	Tree Lawn	Driveway	Private	Other
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Label Trench Type <small>(Example: Water, Gas, etc.)</small>			Type:	Type:	Type:	Type:	Type:
Trench Dimensions <small>(Include all)</small>			Depth				
			Length				
			Width				
Total Surface Area <small>(Length x Width)</small>							
Other Comments:						Grand Total Area of Surface Cut:	
Purpose of Permit <small>(Please check all that apply)</small>				Draw or Attach Sketch of Proposed Excavation			
Non-Excavation <input type="checkbox"/> Obstruct Street or Sidewalk _____ <small>(Days to remain)</small> <input type="checkbox"/> Resurface Driveway/Apron <input type="checkbox"/> Other _____							
Excavation <input type="checkbox"/> Cable <input type="checkbox"/> Electric <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Gas <input type="checkbox"/> Reconstruct Driveway <input type="checkbox"/> Telephone <input type="checkbox"/> Other _____							
Excavation Work On: <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Or Both							
Excavation Start Date:		Excavation End Date:					
DigSafe No.:		Project Address:					
Signatures <small>(Please read back of application before signing. The following acknowledge by signature below that they have read, understand and assume full responsibility for all the conditions of this permit application.)</small>							
Applicant's Signature:				Date:		<input type="checkbox"/> Check if Applicant is Excavator <input type="checkbox"/> Check if Applicant is Owner	
Excavator's Signature:				Date:			
Owner's Signature <small>(If different) [For work on private property]:</small>				Date:			
Permit Approved By <small>(For Town use only - Do not write in this section):</small>				Date:			
						Permit Expiration Date:	
						Permit Fee Amount: _____	

TOWN OF NEEDHAM EXCAVATION LICENSE

Person – any individual, group of individuals, association, partnership, corporation, company, business organization, trust, estate, the Commonwealth or political subdivision thereof to the extent subject to Town by-laws, administrative agency, public or quasipublic corporation or body, and any other legal entity, its legal representatives, agents or assigns.

Street – Entire width between the boundaries of every town owned public way or easement.

Street Permit – A permit issued by the Needham Department of Public Works to an Applicant for occupying, obstructing, or excavating within a street, easement, or public or private property.

Trench – An excavation which is narrow in relation to its length, made below the ground surface in excess of 3 feet below grade and the depth of which is, in general, greater than the width, but the width of the trench, as measured at the bottom, is no greater than 15 feet.

Trench Permit – A street permit issued to perform trench excavation work.

Work – Opening, occupying, obstructing or excavating in a public way or excavating a trench on public or private property.

Work day – a period of time between 7:00 a.m. and 5:00 p.m. occurring on a day of the week, except Saturdays, Sundays and holidays observed by the Town of Needham Department of Public Works. The hours may be modified as indicated on the permit.

SECTION 3 APPLICATION FOR LICENSES AND PERMITS

SECTION 3.1 License Requirements

No person may occupy, obstruct, excavate within a street or excavate a trench on public or private property prior to becoming licensed by the Town of Needham. Licenses may be issued by the Department of Public Works in 3-year cycles. All existing licenses will expire on December 1, 2012, and thereafter applicants must seek a renewal of their license if they intend to continue to perform work in the Town. A license renewal fee of \$300 will be required for renewal. Persons seeking to renew their license shall provide a copy of their Massachusetts Hoisting License for licenses that allow for excavation in a public way or any trench on a private or public way, a completed license application form, a check in the amount of \$300 payable to the Town of Needham and shall have had no outstanding violations in the previous licensing period. Examples of violations include but are not limited to, working without a street permit or trench permit, working in violation of the restrictions of street permits such as after 5 PM or on weekends, or work that does not meet town specifications. Such person upon receipt of a license commits to having a competent person on site in accordance with 520 CMR 14.00

Needham Department of Public Works shall require a signature committing the applicant to compliance with the requirements; a valid e-mail address and 24 hour phone number. A list of licensed contractors will be made available to the public via the Town of Needham website and shall be updated on an annual basis.

SECTION 3.2 Street Permit Requirements

Bond and Insurance Requirements

The holder of the permit shall be insured by an insurance carrier licensed to operate in the Commonwealth of Massachusetts. The minimum acceptable insurance amounts are as follows:

Public/General Liability

Bodily Injury	\$100,000/person	\$500,000 single limit
Property Damage	\$300,000/accident	\$500,000 single limit

Depending on the amount, complexity and length of time that a proposed construction work is expected, the Director of Public Works may require an increase of the above minimum insurance limits prior to issuing a permit to the licensed person.

Prior to the issuance of a permit, the Applicant shall deposit, with the Town, a Surety Bond in an amount and form as shall be determined by the Director of Public Works. The amount of the Surety Bond may also be established separately for each permit so that the Town will be protected against loss in the event of the failure of the permit holder to complete the work or make required repairs or restoration of damages involving the work or encroachment authorized by the permit.

The amount of bond for Street Permits shall be computed on the basis of cost required to make proper restoration or repairs. Immediately upon approval of an application for a permit, the Director of Public Works or his designee shall advise the Applicant as to the amount of bond required. An annual blanket Surety Bond, acceptable to the Director of Public Works, may be deposited to avoid the inconvenience and expenses of obtaining individual bonds for each permit requested. The minimum annual bond amount shall be \$5000.

The bond shall be released to the permit holder upon the expiration of the guarantee period. The guarantee period shall be for a period of one year following the placement of the permanent patch (except in cases of work in a road under a moratorium see Section 13). During the guarantee period, the Applicant shall be responsible for the repair and restoration of the surface.

TOWN OF NEEDHAM

ENFORCEMENT / FINES

SECTION 11 ENFORCEMENT AND PENALTIES

Permit Procedures and Regulations. Whoever violates any provision of these procedures may be penalized by a non-criminal complaint in the District Court pursuant to provisions of Massachusetts General Laws, Chapter 40, Section 21D and upon conviction thereof, shall be fined \$100 for Street Permit violations or \$100 for Trench Excavation violations. Each day such violation continues shall constitute a separate offense.

If the work, or any part thereof, mentioned in the preceding sections shall be unskillfully or improperly done, the Town shall cause the same to be skillfully and properly done and shall keep an account of the expense thereof; and, in such cases, such person or utility shall pay the Town an amount equal to the whole of said expense incurred by said Town with an additional amount of 50% to cover indirect costs. The total cost is referred to herein as "recoverable charges". Thereafter, upon completion of the work and the determination of the costs thereof the Town shall issue no further permits to any person or utility until it shall receive payment of said costs.

Any person or utility who continues to violate any regulation of these procedures shall receive no further permits and is subject to license revocation until such time as the Town is satisfied that the person or utility shall comply with the terms of these Procedures and Regulations. A contractor license may be revoked or deemed non-renewable if the inspector deems their craftsmanship or performance sub standard to Needham DPW standards as determined by the Director of Public Works.

Failure to obtain a valid permit or license prior to the start of construction or activity is subject to a "cease and desist order" and may be grounds for license revocation or rejection.

SECTION 12 MORATORIUMS

Each year, and at the completion of a road construction upgrade or reconstruction project, the DPW will update a list of roads considered to be under a moratorium. The minimum period of the moratorium is for 5-years. Such list will be available at the DPW's Administration office.

Work that results in breaking through pavement, landscaping or curbing within the Right of Way of a road under a moratorium is prohibited except under special circumstances approved by the Town Engineer. In such cases where work is unavoidable the following minimum standards must be met.

TOWN OF WELLESLEY ENFORCEMENT AND FINES

(g) Coring or Shut Off Holes

Up to 5 Holes (corings)	\$15.00
6 Holes or Greater (corings)	\$35.00
Shut off Holes (each)	\$35.00

(h) There shall be no permit fee for that work being done by a contractor performing or accommodating a Town construction contract.

(i) Work performed by those public utilities subject to regulation under M.G.L. Chapter 164 shall be subject to "Application" fee only

SECTION VI - FINES AND PENALTIES

- A. Failure to obtain a permit as required in these regulations before commencing the work or, having obtained a permit, failure to comply with these regulations, shall be subject to a fine not exceeding \$50 for each offense. Each day in which violation continues shall constitute a separate offense. The Director reserves the right to suspend or revoke Street Occupancy Permits at any time. Three (3) documented incidents of poor quality of work or failure to comply with these regulations shall result in the suspension of the privilege to work within the public way for one (1) year. For purposes of these regulations, the Director shall be the enforcement officer.

SECTION VII - RIGHT TO HEARING

Any person accused of violating these rules or regulations shall be notified of the alleged violation, in writing, via certified mail, return receipt requested, which shall set forth a date and time at which a hearing will be held before the Director or his designee in order to afford the person an opportunity to be heard in regard to the alleged violation, with or without counsel, as the person shall choose.

Effective date:
April 1, 1988

AMENDED: November 1997
April 15, 2004
May 15, 2009

TOWN OF WELLESLEY FINANCIAL GUARANTEE

- c. Owners & Contractors Protective
- d. Explosion, Collapse, and Underground
- e. Broad Form Comprehensive General Liability
endorsement or equivalent (to include Broad Form Contractual, Personal Injury, Broad form Property Damage, Incidental Malpractice, etc)
- f. Cross Liability

AUTOMOBILE LIABILITY (Comprehensive Form of Policy)

- 1. Limits of Liability
 - a. Bodily Injury and Property Damage
and Combined Single Limit of \$1,000,000
The Town should be named as an "Additional Insured."
- 2. Arrangement of Coverage
 - a. Employer Non-Owned
 - b. Hired Car
 - c. All Owned or Leased Vehicles

UMBRELLA

Limit of Liability: \$2,000,000 (minimum) occurrence, \$2,000,000/aggregate. The Town should be named as Additional Insured.

All policies shall provide the Town of Wellesley 15 day's notice of cancellation, non-renewal, or material change. Certificates are to evidence notice. Certificate wording to the effect that carriers will "endeavor to" provide notice and failure to provide notice "shall not impose liability or obligation" are not acceptable.

Exemptions to filing insurance endorsement are made only to other governmental agencies of State and Federal level, and public utility companies.

D. Certified Bank Check

Before a Street Occupancy Permit is issued, the applicant shall file a certified bank check with the Department of Public Works in the amount of one thousand dollars (\$1,000) for driveway permits and five thousand dollars (\$5,000) for excavation permits. The certified bank check shall be payable to the Town of Wellesley - DPW. All certified bank checks will be deposited in a Street Occupancy Permit Account for a period of five (5) years (guarantee period) for said purpose, with the exception of those regarding driveway aprons, which shall be held for a period of two (2) years for said purpose.

The Director shall be authorized to draw upon the certified bank check account as may be necessary to cover the costs to the Town, including administrative costs, to perform work which a permittee has not satisfactorily performed or maintained said work. The Director shall be authorized to draw upon the certified bank check account without notice, but only after the permittee has failed to perform said work and failed to pay the invoice for the cost of the work

performed by the Town. The Director shall also draw upon the certified bank check account for unpaid invoices resulting from damages to public property.

No new Street Occupancy Permits shall be issued to a permittee until the full amount of the certified bank check is restored.

The Director may require a certified check for a higher amount than one thousand dollars (\$1,000) for driveway permits and five thousand dollars (\$5,000) for excavation permits, for reasons such as previous failures to comply with Town rules and regulations, specifications, permit requirements or for large scale projects.

Exemptions to filing the certified bank check are made only to other governmental agencies of state and federal level and public utility companies.

E. Location Plan

Scaled drawings, plans or a sketch location map detailing the proposed work (depending on the type of permit applied for) shall be filed with the Director before an excavation permit is issued. A detailed sketch may be drawn on the Permit Request Form or on a separate sheet.

F. Revocation of Permits

The Director may at any time cancel or suspend permits. Cancellation or expiration of insurance endorsement shall result in automatic cancellation of permit. Failure to notify the Director prior to the start of work shall result in the cancellation of permit.

G. Start of Work

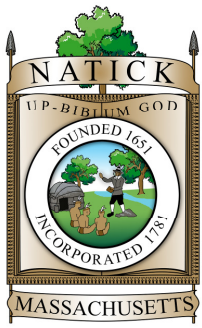
Failure to start work by dates given in permit shall cause the permit to become null and void. A new application fee will be required to begin work. A seventy-two (72) hour notice to the Director prior to starting work is required. Also, prior to the start of work, emergency phone numbers shall be supplied to the Director. No new work shall commence on Fridays.

H. Completion of Work

The permittee shall notify the Director within 24 hours of completion of the work performed under a given permit. Failure to notify the Director will result in no new permits being issued until any deficiencies in the work are remedied.

I. Urgent Work (Emergency)

If, in the judgment of the Director, traffic conditions, the safety or convenience of the traveling public or the public interest require that the excavation work be performed as urgent or emergency work, the Director shall have full power to order that a crew of workers and adequate



TOWN OF NATICK MASSACHUSETTS

POLICY REGULATING PUBLIC WAY ACCESS PERMITS

BOARD OF SELECTMEN

JONATHAN FREEDMAN – CHAIRMAN
SUSAN G. SALAMOFF – VICE CHAIRMAN
RICHARD P. JENNETT JR. - CLERK
AMY K. MISTROT - MEMBER
MICHAEL J. HICKEY, JR. - MEMBER

TOWN ADMINISTRATOR

MARTHA WHITE

DIRECTOR OF PUBLIC WORKS

JEREMY MARSETTE, P.E.

ADOPTED

August 21, 2017

PURPOSE:

To provide for safe access and egress to parcels being served and to limit potential areas of traffic conflict while maintaining adequate access for vehicles to be stored conveniently off street.

RELATED DOCUMENTS:

Town of Natick Massachusetts Zoning Bylaws, Section V-D Off-street Parking and Loading Requirements

Special Permit and Site Plan Review Rules and Regulations, Town of Natick Planning Board

Subdivision Rules and Regulations, Town of Natick Planning Board

Construction Standards, Town of Natick Department of Public Works

RESIDENTIAL

POLICY:

Curb cut requests for residential properties shall be in accordance with the Zoning Bylaws where applicable and are subject to review by the Town Engineer. An application for a Public Way Access Permit must be made to the office of the Town Engineer regardless of whether the request is for a new curb cut and driveway apron or alteration to an existing curb cut and driveway apron.

Per the Town of Natick Zoning Bylaw Section V-D 10. Entrance and Exit Driveways, residential driveways shall not be less than nine (9) feet or more than twenty-one (21) feet wide at the right-of-way line nor less thirteen (13) or more than twenty-five (25) feet at the curb line of lots for one or two-family dwellings. No driveway paving shall be placed on a lot closer than two (2) feet to the side property line without a Special Permit issued by the Planning Board under Zoning Bylaw Section IV-A 6. Shared Driveways.

Permission may be granted by the Town Engineer for a second driveway apron and curb cut if, upon investigation, it is found that construction and maintenance of such driveway will not impair, endanger, or interfere with the public safety. When two (2) driveway aprons are permitted, there shall be provided at least twenty (20) feet of sidewalk between them for safe pedestrian refuge and to allow for proper sidewalk ramp design.

Whenever possible, all driveways shall be spaced a minimum of ten (10) feet from adjacent driveways and no driveway openings or curb cuts shall be permitted within fifty (50) feet of a street corner measured from the nearest edge of the driveway and the crossroad edge of pavement.

Any decorative or rumble strip that may be placed at the end of the driveway must be constructed on private property. All driveway aprons and curb cuts within the public way shall be constructed of bituminous concrete or cement concrete. Other materials such as gravel, crushed stone, pea stone, cobblestones or brick pavers may be used to construct the driveway on private property. Said construction must begin eight (8) feet beyond the edge of the roadway and shall be constructed solely on private property and not encroach on the public way.

PROCEDURE:

Each application for location or relocation of driveway aprons and curb cuts shall be made to the office of the Town Engineer, 75 West Street, Natick, MA 01760. Such application shall state the need for the new or expanded curb cut and driveway apron. The request shall include a plan at a scale of 1" = 40', showing the lot, its total area and perimeter dimensions, and approximate location of the house and garage, dimensions of the proposed driveway and existing driveway, the disposition of any existing driveways and all materials to be used in the construction of the proposed curb cut and driveway. The Town Engineer shall review the request and approve or disapprove the request in accordance with the requirements of this policy. This review shall be completed within ten (10) working days of the receipt of a completed application.

Should issues arise that cannot be adjudicated between the Town Engineer and the Applicant regarding the proposed driveway apron and curb cut, the Applicant may appeal to the Director of Public Works.

Once approval has been received from the Town Engineer, the owner of the property or his/her designee shall obtain a **Street Opening Permit** from the Department of Public Works prior to construction.

Construction under the terms of a Public Way Access Permit shall be completed within two years of the date of issue, unless otherwise stated in the Permit. The Director of Public Works may extend the Permit for an additional year, at the written request of the permittee, filed prior to the expiration of the original construction period.

COMMERCIAL/INDUSTRIAL/MIXED USE

Applicants whose proposed action would otherwise require statutory notice of a public hearing by the Planning Board under the provisions of any applicable Zoning Bylaw, General Bylaws or applicable Rules and Regulations shall submit a request for public way access to the Planning Board as part of Site Plan Review or Special Permit.

Once approval has been received from the Planning Board the owner of the property or his/her designee shall obtain a Street **Occupancy Permit** from the Department of Public Works Engineering Division prior to construction.

PENALTIES

Failure to obtain approval of a new, altered or relocated driveway apron or curb cut or any violation of this policy will result in a fine in accordance with Town Bylaw Article 92 Section 1 in the amount of \$100.00 for each offense. Each offense is defined as each day work has been performed or the driveway apron or curb cut is in place without benefit of approval by the Town Engineer.

**Policy Regulating
Public Way Access Permits**

ADOPTED

August 21, 2017

By: _____
Martha White
Town Administrator

BOARD OF SELECTMEN

JONATHAN FREEDMAN – CHAIRMAN

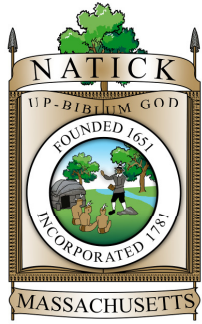
SUSAN G. SALAMOFF – VICE CHAIRMAN

RICHARD P. JENNETT JR. - CLERK

AMY K. MISTROT - MEMBER

MICHAEL J. HICKEY, JR. - MEMBER

EFFECTIVE DATE: August 21, 2017



TOWN OF NATICK MASSACHUSETTS

POLICY REGULATING STREET OPENING PERMITS

BOARD OF SELECTMEN

JONATHAN FREEDMAN – CHAIRMAN
SUSAN .G SALAMOFF – VICE CHAIRMAN
RICHARD P. JENNETT JR. - CLERK
AMY K. MISTROT - MEMBER
MICHAEL J. HICKEY, JR. - MEMBER

TOWN ADMINISTRATOR

MARTHA WHITE

DIRECTOR OF PUBLIC WORKS

JEREMY MARSETTE, P.E.

ADOPTED

March 9, 1998

AMENDED

April 9, 2007
February 9, 2009
August 21, 2017

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Policy Regulating Street Opening Permits Town of Natick, Massachusetts

This policy is promulgated by the Board of Selectmen pursuant to the authority granted under Article 3 Section 3-2 of the Town Charter and Article 10 of the General By-laws of the Town of Natick. The Board of Selectman, upon due notice, may promulgate policy and regulations for excavations within the limits of the public ways of the Town of Natick and may rule, regulate or specify particulars with respect to any such excavation.

The purpose of this policy is to establish reasonable standards to protect the safety of the public, to avoid interference or damage to town infrastructure, and to provide a uniform standard of construction for work within the public ways and lands under the control of the Town.

1.0 DEFINITIONS

- a. Permittee, Applicant or Contractor shall mean any person, firm partnership, association, society, corporation, company or organization of any kind that is licensed to undertake street openings (excavations) in the Town of Natick.
 - b. Subcontractor shall mean any person, firm, partnership, association, society, corporation, company or organization of any kind, planning to undertake a street excavation and who is not the actual Street Opening Permit holder.
 - c. Director shall mean Director of Public Works of the Town of Natick.
 - d. Engineer shall mean the Town Engineer of the Town of Natick or his designee.
 - e. Street shall mean:
 - a. Any Town accepted Street (Public Way).
 - b. Any Way defined by the Town Clerk as “A Way Used and Maintained as a Public Way” (MGL: Chapter 41, Section 81L)
 - f. Guarantee Period – Each applicant is responsible for the satisfactory maintenance of the trench and/or work area for one year from the **date of acceptance of final required trench restoration**. If the contractor involved does not notify the Engineering Division regarding start of work and inspections as is required elsewhere in these Rules, he may be held responsible for the trench for a period exceeding one year.
- Work covered under a permit issued herein is not considered “approved” for performance guarantee release purposes until such time as the one year “Guarantee Period” has expired.
- g. Duration of Permit - Permits may be issued in a given year during the calendar period April 15th to November 1st. All excavation work and pavement restorations must be completed by November 15th of that same year. The permit is good for excavation **ONLY** during the calendar period in which it was

issued. If the rights granted in a particular permit are not exercised by November 15, the permit shall be null and void. No permit will be allowed to extend to the next calendar season.

h. Street Opening Moratorium – Shall mean the period of time during which openings of a street that have been constructed/resurfaced/reconstructed within the last 5 (five) years are prohibited except by specific approval by the Director. The moratorium period is calculated from January 1st of the following calendar year in which the roadwork was completed. Each year, and at the completion of a road construction project, the Department will update a list of roads considered under the street opening moratorium. Such list will be available at the Engineering Division's Office and the Community Development Department Office.

i. Emergency – Shall mean a condition or event that may threaten public health or safety, including but not limited to, third party damaged or mechanical failure resulting from water or gas facility systems leaking, damaged/plugged or leaking sewer or storm drain facility systems, damage resulting in customer service outage to underground electrical, natural gas, or and communication facility systems or downed overhead pole structures.

j. Trench Permit - Shall mean that Permit required by the Massachusetts Department of Public Safety pursuant to MGL c.82A and CMR 7.00 (as amended).

k. Department – Shall mean the Town of Natick Department of Public Works.

l. Engineering Division – Shall mean the Engineering Division of the Natick Department of Public Works.

2.0 STREET OPENING LICENSE AND PERMIT

Effective January 1, 2018 no person shall make any excavation within a street or excavate a trench on public property prior to becoming licensed by the Town of Natick. Licenses may be issued by the Department in three (3) year cycles. A license fee of \$75 will be required for initial licenses and renewals. Persons seeking a license shall provide a copy of their Massachusetts Hoisting License, proof of insurance as provided in Section 6.0, a completed license application form (including project experience and references), and shall have no outstanding permit violations. Examples of violations include but are not limited to, working without a valid street opening permit or trench permit, working in violation of the restrictions placed on permits, or performing work that does not meet Town specifications. Such person upon receipt of a license commits to having a competent person on the job site in accordance with 520 CMR 14.00. The Department shall require a signature committing the applicant to compliance with the requirements; valid contact information including email and 24-hour phone number. A list of licensed contractors will be made available to the public via the Town of Natick website and upon request to the Department. The list shall be updated annually.

No person shall make any excavation in a street as defined in Section 1.0d above without first obtaining a Street Opening Permit and if necessary a Trench Permit from the Engineering Division, for each specific excavation, except as otherwise may be provided in these regulations. In addition to obtaining this Permit from the Engineering Division, the applicant is responsible for obtaining any and all

permission from the private entities involved that own the rights in the way. Evidence of this permission will be required before a Permit will be issued. This evidence will be attached to and become part of the Permit, if it is approved.

Permits may be obtained from the Engineering Division, on a routine basis, between April 15th and November 1st, with all excavation work to be completed by November 15th. For work to be performed outside this time frame, permission must be obtained from the Director for each specific excavation before the Engineering Division can issue the Permit. Permits must be obtained a minimum 72 hours prior to the time when the street opening is to occur. As noted in Section 7.0 of these regulations, once a permit is received, the Engineering Division shall also be notified at least 24 hours prior to when the street opening is to take place.

Private Ways that are not maintained and publically accepted by the Town of Natick are not covered by these Rules and Regulations. All permission to excavate and occupy the private way must be obtained from the private parties involved.

The permit will be for each specific excavation only. No generic permits will be issued. Work must be performed within the time frame specified and agreed to by the applicant at the time of application. All time requirements specified and required elsewhere in this Policy must be met.

All work undertaken by the permit holder shall be done under the direction of the Engineer, at the sole expense of the permit holder in accordance with the latest edition of the Town of Natick Department of Public Works Construction Standards.

Permits must be kept at the job site during the work and must be shown, upon request, to any authorized Town personnel.

The permit applicant shall comply with the Federal Occupational Safety and Health Act., and any and all regulations promulgated by the Massachusetts Department of Public Safety pursuant to MGL c.82A and 520 CMR 7.00 (as amended).

3.0 APPLICATION FEE

At the time of application, all fees associated with the permit must be paid by the applicant. The fee schedule shall be as follows:

Up to 120 square feet of roadway affected	\$250.00
Each additional 200 square feet of roadway affected	\$60.00

This charge is in addition to any charges assessed by other town departments, boards or agencies as well as in addition to any charges that may be incurred from a Water and Sewer Permit or a Trench Permit that is also assessed by the Engineering Division.

There shall be no fees for work conducted by Town staff or by contractors performing or accommodating a Town construction project.

4.0 LOCATION PLAN

Scaled drawings, plans or a sketch location map detailing the proposed work (depending on the type of work to be performed) shall be filed with the Engineering Division before a Street Opening Permit is issued. A detailed sketch may be drawn on the Permit Application or be provided on separate sheets.

5.0 PERFORMANCE GUARANTEE

Before a Street Opening Permit is issued, the applicant shall file a certified bank check with the Department in the amount of five thousand dollars (\$5,000). The certified bank check shall be payable to the Town of Natick. All certified bank checks will be deposited in the Street Opening Permit Account for the duration of the guarantee period. This performance guarantee is conditioned that the applicant shall guarantee the faithful and satisfactory performance of the work in all respects, and shall replace or restore that portion of any street, highway, way or road in which said applicant, their employees or agents shall make such excavation.

The Director shall be authorized to draw upon the certified bank check account as may be necessary to cover the costs of the Town, including administrative costs, to perform work which a permittee has not satisfactorily performed or maintained. The Director shall be authorized to draw upon the certified bank check account after due notice, but only after the permittee has failed to perform said work and failed to pay outstanding expenses incurred by the Town.

No new Street Occupancy Permit shall be issued to a permittee until the full amount of the certified bank check is restored.

Exceptions to providing a certified bank check are made only to other governmental agencies of state and federal level and public utility companies.

The Department at its sole discretion may require a performance guarantee in an amount greater than that stated above, if in their consideration the scope of the work requires a larger amount. Additionally, the Director, may accept one \$25,000.00 performance guarantee for multiple excavations if the total value of work does not exceed \$25,000.00.

The amount of a performance guarantee in excess of the initial \$5,000 certified bank check may be in the form of a satisfactory bond from a surety company authorized to do business in the Commonwealth of Massachusetts.

No Street Opening Permit shall be issued until a proper financial guarantee has been submitted and accepted.

The Department will not accept cancellation notices on bonds submitted by an applicant for a permit for which the Guarantee Period has not expired. Coverage must remain in full force for the entire Guarantee Period. It is the responsibility of the applicant to ensure coverage is maintained. The Town

requires a Street Opening be covered by the performance guarantee for one full year from date the work is completed.

During the Guarantee Period the permit holder shall be responsible for the restoration, repair, and maintenance of its work. If the restored excavation fails, the permit holder may be required to completely re-excavate, refill, and repave any permanent restoration. If, at any time, during the Guarantee Period, it is discovered that the permanent restoration was not made in accordance with Town specifications, the permit holder shall be responsible for making proper restoration within a timeframe the Town requires. If the permit holder fails its obligations to repair and/or replace the failed permanent restoration, the Town shall be authorized to draw upon the Performance Guarantee.

In the event that the permittee does not successfully perform a permanent restoration to a street cut or excavation after due notice and upon the approval of the Director, the Town, shall perform the permanent restoration. The permittee shall pay to the Town the total cost of the work based upon the actual cost of the restoration as performed by the Town with an additional amount of 50% to cover indirect costs. No new permits for any excavation shall be issued to said permittee until full payment is made. The total payment due may be above and beyond the required minimum \$5,000 certified bank check provided as a performance guarantee.

6.0 INSURANCE

The Contractors licensed to perform street openings shall obtain and provide proof of insurance to the Department.

Such insurance shall protect the Town of Natick, its agents, elected and appointed officials, commission members and employees against liability, loss or expense on the account of damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of the Town of Natick. The Town of Natick shall be listed as Certificate Holder.

COMPENSATION AND EMPLOYER'S INSURANCE:

*(REQUIRED ONLY IF THE CONTRACTOR IS DOING WORK FOR THE TOWN)

The Contractor agrees to comply with Workers' Compensation Laws of the State and to maintain a Workers' Compensation and Employer's Liability Policy. This policy shall be endorsed to provide All States Coverage and Voluntary Compensation Coverage. The policy will also include coverage for United States Longshoreman's and Harbor workers' coverage. No Street Opening Permit shall be issued until a proper Certificate of Insurance has been submitted for the applicant and their subcontractors.

Worker's Compensation And Employer's Liability Statutory Limits	Each Accident	\$500,000
	Disease – Policy Limit	\$500,000
	Disease – Each Employee	\$500,000

COMMERCIAL GENERAL LIABILITY INSURANCE:

The Contractor shall provide Commercial General Liability Insurance, Blanket Broad Form Contractual Liability, explosion, collapse or structural injury to property of others including underground utility facilities, contractor's protective liability, if subcontracting is authorized, and products and completed operations for a minimum of one year after acceptance of the work. Renewal certificates shall be filed with the Department.

Bodily Injury and Property Damage	General Aggregate	\$2,000,000
	Products – Comp/Op Agg.	\$2,000,000
	Each Occurrence	\$2,000,000
	Personal Injury	\$1,000,000
	Fire Damage	\$100,000
	Medical Payments	\$10,000

OWNER'S PROTECTIVE LIABILITY INSURANCE:

The Contractor shall provide Owner's Protective Liability Insurance in the name of the Town of Natick, including Officers and employees of the Town of Natick, insuring against bodily injury and property damage liability for which they may become legally obligated to pay as damages sustained by any persons, caused by accident and arising out of operations performed for the named insured by independent contractors and general supervision thereof.

Bodily Injury and Property Damage: \$ 2,000,000 (Minimum)

BUSINESS AUTOMOBILE POLICY:

The contractor shall provide Automobile Liability insurance which shall include coverage for all leased, owned, non-owned and hired vehicles

Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000

COVERAGE FOR HAZARDS:

Policies submitted to the Town must include coverage for explosion, collapse or underground hazards. XCU Exclusions must be "waived" or "included" and this must be so stated on the Certificate of Insurance

INSURANCE SUMMARY:

The Contractor may, at their option, provide the limit of liability as set out above by a combination of the above described policy forms, including an Umbrella or Excess liability Policy. The Excess or Umbrella must provide coverage on at least a following form basis.

It is a condition of this policy that the insurance policies waive any and all government immunity as a defense in any action brought against the insured or any other party.

The Contractor shall provide insurance to cover operating hazards during the period of placing the facility in operation and during testing, and until such times as the facilities are completed and accepted for operation by the Town and written notice of that fact has been issued by the Town.

Approval of the insurance by the Town shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Town does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

The Department shall be given at least 30 days written notice of cancellation, non-renewal, or material change of the required insurance coverage

All responsibility for payment of any sums resulting from any deductible provisions, or self-insured retention conditions of the policy or policies shall remain with the Contractor

The insuring company or agent shall deliver to the Department, certificates of all insurance required signed by an authorized representative of the insurance company and stating that all provisions of the specified insurance requirements are satisfied. The certificates shall be submitted directly to the Department for review and approval.

The Contractor shall not begin any work until the Town has reviewed and approved the insurance certificates and so notified the Contractor directly in writing. Any notice to proceed that is issued shall be subject to such approval by the Town.

ADDITIONAL INSURED:

The Town of Natick must be named as an additional insured and this must be so shown on the Certificate of Insurance.

GENERAL INDEMNITY:

The Contractor shall indemnify, defend and save harmless the Town of Natick, its appointed or elected officials, commission members, employees, agents and each of them for any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind or nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control of on its behalf in connection with or incident to its performance of the Contract.

Property Damage Liability shall include damage to property caused by explosives and blasting, or by vehicles or equipment, or on account of trenches or from any other cause. The Director may, in their sole discretion, require increased limits of insurance for property damage.

Utility companies that are self-insured must present a certificate or document proving their financial responsibility in at least the minimum limits as are herein described.

The applicant, their subcontractors and agents shall carry, at a minimum, the above insurance limits.

No Street Opening Permit shall be issued until a proper Certificate of Insurance has been submitted for the applicant, their subcontractors and agents.

If a Contractor carries an excess liability policy (an "umbrella" policy), the Department reserves the right to verify that the policy meets at least the minimum insurance requirements of these Rules and Regulations.

It is the responsibility of the applicant to ensure that their insurance coverage remains in full force for the entire Guarantee Period. If the policy submitted by an applicant expires before the expiration of the Guarantee Period, he must present the Department with a new Certificate of Insurance covering the remainder of the Guarantee Period.

The instrument must be so written so as to allow the Town of Natick to perform work deemed necessary by the Director to correct any deficiencies and all costs incurred by the Town may be applied against the Performance Bond if they are not recovered after billing to the Permittee. Public Utility Companies, State and Federal Agencies are exempt from this section. The Town will give the Permittee eight (8) hours notice to make the necessary repairs.

Insurance Certificates shall be provided in the name of the permit applicant only.

Any subsequent agreements between said applicant and a subcontractor engaged by him shall be considered a private matter, as the Town considers all issues having to do with obtaining the permit and performance of the work the responsibility of the permit holder.

The Director may at any time cancel or suspend permits and licenses for cause. Cancellation of insurance endorsement automatically cancels the permit.

Any Subcontractor (refer to Section 1) planning to undertake a Street Opening must, before such excavation commences, present the Department with insurance certificates and bonds in amounts identical to those specified elsewhere in these Regulations. Failure to do this may result in immediate shutdown of the work

It shall be the sole responsibility of the Permit Holder to submit the proper performance guarantees and insurance. Failure to do so may result in denial of a license and future permits.

7.0 START OF WORK AND INSPECTIONS

Work shall commence as near to the starting date, as specified in the permit, as possible. A twenty-four (24) hour notice to the Engineer prior to start of work is required, except in critical areas. In critical areas, a forty-eight (48) hour notice to the Engineer prior to start of work is required and a

preconstruction meeting held with representatives from the Police Department and Engineering Division at a minimum. The permittee will provide a traffic management plan for review and approval. Critical areas are considered to be street intersections, arterial routes and streets within the downtown shopping and business areas. Streets considered as arterial routes are:

West Central Street, East Central Street, Speen Street, Hartford Street, South Main Street, North Main Street, Eliot Street, Pond Street, Pine Street, Union Street, Pleasant Street, Marion Street, Bacon Street, Oak Street, Washington Avenue, Mill Street, Cottage Street, and Walnut Street.

All trenches, excavations, and utility installations for which a Street Opening Permit is required and for which one is granted, must be inspected by the Engineer before any part of the work is backfilled. It is the responsibility of the applicant to properly notify the Engineer and request the inspection. If the trench is not properly inspected, the Engineer reserves the right to require the applicant to re-excavate all or a portion of the work.

In addition to the requirements of the previous paragraph, the Contractor must also call the Engineering Division by 7:30 A.M. on the day the work is to begin in order to schedule inspections by Engineering Division personnel. Not properly notifying the Engineering Division as is herein described may result in the Contractor being held responsible for the trench for a period longer than one year. Such a failure may also result in further permits being delayed or denied.

Failure to start work by Permit expiration shall cause the permit to become null and void. A new permit application and permit fees shall be submitted to trigger application approval. Unless otherwise noted on the issued permit, permits are only valid for the duration of the current permit year.

8.0 COMPLIANCE TESTING

In general, where compliance to the requirements of this policy and its intent is in question, the Permittee, at their expense shall provide any and all proof of compliance to the Department. Acceptable proof shall be by, but not limited to, approved independent laboratory tests, approved independent field tests, shop drawings and certifications of compliance from manufacturers. Specific tests as required by regulations and specifications shall be performed.

9.0 EMERGENCY ACTION

Nothing in these rules shall be construed to prevent the making of such excavations as may be necessary for the preservation of life or property or for the location of trouble in conduit, cable, or pipe, or other buried structure or appurtenance. The entity making such excavation shall apply to the Engineering Division for such a permit on the first working day after such emergency work is commenced.

The person engaged in emergency action shall notify the Engineering Division, Police Department, Dig Safe, and the Public Utility companies at the start of the emergency work.

10.0 TRAFFIC SAFETY

The Permittee shall take appropriate measures to ensure that during the performance of the excavation so far as is practicable, normal traffic conditions be maintained at all times, causing as little inconvenience as possible to the occupants of abutting property and to the general public

The Permittee, where possible, shall maintain safe crossings for two lanes of vehicular traffic at all public intersections, as well as safe crossings for pedestrians at intervals of not more than three hundred feet. If any excavation is made across a public way, it shall be made in sections to ensure safe crossing for both vehicles and pedestrians. If the way is not wide enough to hold the excavated material for part-time storage and still allow safe passage of traffic, the material shall be immediately removed from the location.

The Traffic Safety Officer may permit the closing of streets and walks to all traffic for a period of time prescribed by him if, in their opinion, it becomes necessary. If a street is so closed, it is the applicant's responsibility to notify the ***Police, Fire and School*** Departments.

Warning signs shall be placed at sufficient distance from the construction operation to alert all traffic coming from both directions. Cones or other approved devices shall be placed to channel traffic, all in accordance with any requirements of the Traffic Safety Officer.

Warning signs, lights, and other precautions as may be necessary for the purpose, unless specified by the Town Engineer or Traffic Safety Officer shall conform to the latest requirements and practice of the Massachusetts Department of Public Works. All costs incurred, including those for traffic warning signs, barriers, flagman, policeman, etc. shall be fully borne by the Permittee.

All Street Openings may require the presence of a Police Officer or a certified Road Flagger to be on duty for traffic safety. If, in the determination of the Police Chief (or their designee), a Police detail officer or certified Road Flagger will not be necessary then the Permittee will be required to return to the Engineering Division a copy of the Street Opening Permit with the appropriate Police Department signatures stating a detail will not be required.

11.0 ACCESS TO VITAL STRUCTURES

The excavation work shall be performed and conducted so as not to interfere with access to fire hydrants, fire stations, fire escapes, water gates, underground vaults, catch basins, or any other vital public necessity as designated by the Engineer.

12.0 RELOCATION AND PROTECTION OF UTILITIES

The Permittee shall not interfere with any existing utility without the written consent of the Town Engineer and the owner of the utility. If it becomes necessary to relocate an existing utility, this shall be

done by its owner and the cost of such work borne by the permittee. The permittee shall inform itself as to the existence and location of all underground utilities and protect the same against damage. The permittee shall adequately support and protect (by timbers, sheeting, etc) all pipes, conduits, poles, wires, cables or other appurtenance *which* may be in any way affected by the excavation work, and do everything necessary to support, sustain and protect them under, over, along or across such work area. In the event any of said pipes, conduits, poles, wires, cable or appurtenance be damaged (and for this purpose pipe coatings or outer encasements or similar type protective devices are to be considered as part of a sub-structure), such damage shall be repaired by the agency or persons owning them and the expense of such repairs borne by the permittee. The permittee shall be responsible for any damage done to any public or private property by reason of the breaking of any water pipes, sewer gas pipe, electric conduit or other such similar type appurtenance.

13.0 NOTIFICATION TO PUBLIC UTILITY COMPANIES

The permittee shall in accordance with the General Laws of the Commonwealth of Massachusetts, currently in effect, give notice to public utility companies before making excavation in a public way.

14.0 DIG SAFE

A valid "Dig Safe" number shall be obtained for each application. No application will be accepted without it. It is the applicant's responsibility to comply with all Dig Safe rules, regulations and guidelines.

15.0 PROTECTION OF ADJOINING PROPERTY

The permittee shall at all times and at their own expense preserve and protect from injury any adjoining property by providing proper foundations, and by taking such other precautions as may be necessary for the purpose. The permittee shall, at their own expense, shore up and protect buildings, trees, walls, fences or other property likely to damage during the process of the excavation work and shall be responsible for all damage to public or private property or highways resulting from its failure to properly protect and carry out said work. The permittee shall not remove, even temporarily, any trees or shrubs which exist in planting step areas without first obtaining the consent of the Town Engineer. The following policy will be adhered to in the case a tree is destroyed by the permittee or a tree is authorized for removal by the Town Engineer:

- All tree stumps and debris resulting from the work **shall** be removed from the location.
- A replacement shall be made by the permittee for each tree removed or destroyed with a minimum caliper of 2-1/2 inches or greater; the species and place of relocation to be designated by the Tree Warden planted in place and it must be balled and burlapped.
- The permittee shall deliver to the Town Engineer a bonafide order, placed with a recognized established nursery before installing the authorized trees. The order shall include in it a statement that

the size and species required will be in accordance with "USA Standard for Nursery Stock" and that planting will be done in accordance with the applicable provisions of "Massachusetts Department of Public Works Standard Specifications".

- **All protective work carried out or deemed necessary affecting buildings must be approved by the Building Inspector.**
- For roadside planting the following type trees will be acceptable subject to approval by the Tree Warden as to which specific species is best for the location where the tree is planted: Sugar Maple, Crimson King Maple, European linden or approved Equal.
- In certain areas of the Town, ornamental trees, such as Flowering Crab, European Mountain Ash, Japanese Flowering Cherry, Moraine Ash and Washington Hawthorne are acceptable as replacement trees. These trees are purchased by height and not by caliper and must be balled and burlapped.
- They must conform to the following minimum heights: 5'-6' Flowering Crabs and Flowering Cherries, and 6'-8', Moraine Ash, European Mountain Ash and Washington Hawthorne. In areas under utility wires, the tree replacement policy will be governed by both the Town Tree Warden and the Electric Company's standards at the time of the work being completed.

16.0 PROTECTIVE MEASURES

It shall be the duty of every person cutting or making any excavation in a street to place and maintain such barriers and devices necessary for the "Public Safety" as may be required by the Engineer immediately following said excavation,

Barriers shall meet the requirements of the Engineer and Traffic Safety Officer. Warning lights shall be flares, torches, lanterns, electric markers or flashers and used to indicate the hazard to traffic from sunset of each day to sunrise the next day. Lanterns shall have clear, red or ruby globes. Electric markers or flashers shall emit light at sufficient intensity and frequency to be visible at a reasonable distance for safety. Reflectors or reflecting material may be used to supplement, but not replace, light sources. The type of warning lights to be used in any particular location is subject to the approval of the Engineer and Traffic Safety Officer. Flares or lanterns should be used on all single or small excavation within pavement lines.

17.0 EXCAVATED MATERIAL

All material excavated shall be removed from the site, except in such cases as the material is deemed suitable for backfill by the Engineer. Any material excavated and deemed unsuitable for backfill shall be both removed and replaced with suitable material at the permittee's expense. It is the sole responsibility of the applicant to remove and dispose of all excess material at a legally approved site.

18.0 CONSTRUCTION MATERIALS AND EQUIPMENT

Construction materials and equipment on the site shall be limited in quantity and space occupying area so as to not unduly hinder and block the way.

19.0 DUST AND CLEAN-UP

As the excavation work progresses, all ways shall be thoroughly cleaned of all rubbish, excess earth, rock and other debris. The permittee shall take necessary precautions to prevent and avoid dust and to keep the ways clean each day. All cleaning operations shall be accomplished at the expense of the permittee and shall be carried out to the satisfaction of the Engineer.

20.0 PROTECTION OF GUTTERS AND BASINS

The permittee shall maintain all gutters free and unobstructed for the full depth of the adjacent curb and for at least 3' in width from the face of such curb at the gutter line. Catch basins shall be kept clear and serviceable.

The appropriate environmental protection methods should be employed to ensure that run-off from construction does not cause problems with the town storm drainage system. The appropriate combination of hay bales and erosion control barriers shall be incorporated onto the site. A catch basin filter bag shall be installed in catch basins downstream of the construction site (as directed by the Engineer) to prevent harmful silt and debris from entering the storm water inlet.

The permittee shall make provisions to take care of all surface water, mud, silt, residue or other run-off pumped or removed from excavations and shall be responsible for any damages resulting from their failure to so provide.

21.0 HOURS OF OPERATION

Each permittee shall conduct and carry out excavation work in such a manner as to avoid unnecessary, inconveniences and annoyance to the general public and occupants of neighboring property. Work covered under the Street Opening Permit shall be restricted to 7:00am to 4:00pm, Monday through Friday unless prior approval is given by the Engineer or in cases of an emergency as defined in Section 1.0 i.

22.0 TRENCHES

The maximum length of open trench permissible at any time shall be in accordance with existing normal municipal standards or as may be specified by the Engineer. No greater length shall be open for

pavement removal, excavation, construction, backfilling, patching and other operations without the written permission of the Engineer.

The permit applicant shall comply with the Federal Occupational Safety and Health Act., and any and all regulations promulgated by the Massachusetts Department of Public Safety pursuant to MGL c.82A and 520 CMR 7.00 (as amended).

No trench shall be left open over night unless specifically authorized by the Engineer. Proper protection (i.e. plates) must be employed on construction sites to ensure the appropriate protection during non-working hours.

23.0 PROMPT COMPLETION OF WORK

After an excavation is commenced, the permittee shall prosecute with diligence and expedition, all excavation work covered by the excavation permit and shall promptly complete such work and restore the way to its original condition or as near as may be, so as not to obstruct the way or travel thereon more than is reasonably necessary.

24.0 BREAKING THROUGH PAVEMENT

The use of hydro-hammers or heavy duty pavement breakers for breaking pavement are prohibited on all streets unless written permission is granted by the Engineer for their use after due consideration of the location, the condition of the street and the depth of saw cutting required ahead of the use of the hammers.

Approved cutting of bituminous pavement surface ahead of excavation is required to confine pavement damage to the limits of the trench. Sections of bituminous or cement concrete sidewalks shall be removed to the nearest score-line or approved saw cut edge.

Unstable pavement shall be removed over cave-outs and over breaks and the sub-grade shall be treated as the main trench.

Pavement edges shall be trimmed to a vertical face and neatly aligned with the center line of the trench. Cut-outs outside of the trench lines must be normal or aligned parallel to the center line of the trench

Generally excavations shall be made in open cut. Tunneling will be allowed by special permission of the Engineer.

Before the permittee starts any excavations, he must confer with the Gas, Telephone and Electric companies, Highway Division, Water and Sewer Division and the Engineering Division to obtain all information from each as to the depth of trench, location of all utilities, and other conditions as to where and how the excavation shall be made. All safeguards such as lanterns, barriers, and signs shall be maintained at all times by the permittee (licensed installer) while the work is in progress.

25.0 BACKFILLING

The trench in the street must be filled the same day it is opened unless the applicant is otherwise directed by the Engineer. The trench shall be backfilled to existing line and grade to accommodate the thickness of asphalt required. Refer to the Department of Public Works Construction Standards for details.

The permittee shall maintain the surface of the trench and shall promptly replace or fill with similar material any depression, dip, pothole or other defect that appears during the Guarantee Period.

Trenches shall be backfilled in 12" lifts from the bottom of the excavation. Each lift shall be thoroughly compacted by means of a vibratory or mechanical compactor before the next lift is laid in place. Bituminous concrete, cement concrete, sticks, logs, metal, loam, organic materials, etc. shall not be used as backfill. When, in the opinion of the Engineer, the excavated material is not available as backfill, it shall be removed from the site and the trench shall be backfilled with approved bank run gravel.

The Engineer may require the use of Excavatable Controlled Density Fill (Flowable Fill) during backfilling. Within the limits of the pavement, the trench shall be backfilled with Flowable Fill to an elevation of four (4) inches below the top of the paved surface. The adjacent material extending one (1) foot beyond each side of the trench shall be removed, to a depth of four (4) inches. The perimeter of the trench shall be saw cut to provide a clean vertical joint. The vertical faces of the adjoining pavement shall then be coated with a Rapid Setting Type 1 (RS-1) emulsion. The pavement shall be installed as specified in Section 27.0 (Restoration of Permanent Paving).

Puddling of the trench backfill material will not be allowed, unless prior authorization is obtained from the Engineer.

26.0 TEMPORARY PAVEMENT RESURFACING

If temporary resurfacing is to be placed due to location of work, time of year, or other applicable reason, the temporary pavement shall be plant mixed hot asphalt as produced in accordance with the Standard Specifications of the Massachusetts Highway Department and is to be a minimum of three inches thick.

As soon as is consistent with the final permanency of the work, or as required by the Engineer, the temporary pavement shall be excavated to the required grade in order to place the permanent bituminous concrete pavement.

27.0 RESTORATION OF PERMANENT PAVING

All permanent paving shall be done in accordance with the Town of Natick Department of Public Works Construction Standards and at the expense of the permittee.

The permittee shall remove and acceptably dispose of **all** excavated material before proceeding with the remainder of the work and shall thoroughly compact the surface of the sub-base. Any broken or irregular edges of existing pavements shall be cut away in straight lines as directed leaving a sound vertical face at least twelve inches back from the edge of the existing pavement.

The bituminous concrete base and top shall be laid and rolled in two courses. The binder (base course) shall be a minimum two and one half inches in depth and the top course shall be a minimum one and one half inches in depth. The base course of the permanent pavement shall be placed and carefully raked to a minimum surface and thoroughly rolled to the required thickness. Before placing the base course of the permanent pavement, the edge of the original bituminous surfacing shall receive an application of approved asphalt emulsion so that the new pavement material may be properly bonded to the old. The top course of the permanent paving shall be placed to a grade that will match the existing bituminous surface after rolling.

The permanent paving shall not overlap the existing pavement and will not have to be applied with a mechanical spreader unless otherwise directed.

The Permittee shall furnish, place, grade, and compact Bituminous Concrete Pavement of Class 1, Type I-1 as shown and specified in the latest Massachusetts Highway Department Standard Specifications for Highways and Bridges.

Under certain circumstances where trenches are considered extensive (multiple adjacent excavations) it shall be required, upon completion of patching trenches, to overlay the affected area for the full width of roadway and at least 30 ft. beyond the affected area with one and one half inch of dense graded bituminous concrete.

Curb to curb overlays 15 feet either side of the trench will be required for pavements which are less than five years old and for other pavements which are void of cracks, potholes, patches, and are in good condition, in the opinion of the Engineer. The Engineer shall, in all cases, have the sole discretion as to the restoration of the pavement.

If, upon excavation of the trench, it is discovered that existing pavements thickness is greater than the replacement thickness herein specified, the Engineer reserves the right to require the applicant to match the existing thickness when the trench is re-paved.

The Engineer may, at their discretion, require a roadway surface be given infrared treatment, if they determine it is warranted by the age or condition of the roadway surface.

All sidewalks dug through shall be carefully patched after backfilling a bituminous concrete sidewalk shall be squared off and patched with the same material and rolled so as to provide a continuous smooth surface. Cement concrete sidewalks shall be repaired by making a new concrete block or blocks through which the trench passes. Pre-formed expansion joints, when deemed necessary, will be installed against buildings, walls, steps, foundations or existing concrete blocks. The new cement concrete square shall be made of Air Entrained Class "A" (4000 psi.) mix or better and be matched in

color with the remaining sidewalk as nearly as possible. All concrete must be cured by covering with material in accordance with the best known concrete curing procedures. All walks shall be laid over a minimum of 12 inches of well compacted gravel cement concrete and shall be treated with silicone or linseed oil sealer for salt damage prevention. The permittee shall be responsible for repairing any damage done to public utilities (water, sewer, gas, electric, telephone, etc.) or to Town trees, shrubs, poles or signs which may be disturbed or damaged while doing the work or account thereof. The permittee shall be responsible for the maintenance of the street opening excavation trench for one year after the date of completing the installation except where such maintenance is made necessary by the act or neglect of another.

28.0 CEMENT CONCRETE PATCH PAVING

All restoration of cement patch paving areas shall be done at the expense of the permittee and must meet the specification of the Department of Public Works.

In instances when an open cut is permitted, provisions for patching will require wherever practical, that a six inch reinforced or precast concrete slab be laid over the backfilled trench extending one foot beyond either side of the edge of surface and allowing for a three inch Bituminous Concrete Type I-1 surface all as shown on the detail sheet Attachment 2 entitled "Typical Street Replacement Detail."

When approved, the concrete slab may be cast-in-place conforming to Massachusetts Standard Specifications for Class "F" Cement concrete and additionally, shall be High-Early Strength. The slab shall have steel reinforcing for tensile strength placed in accordance with good engineering practices. The permittee must place temporary heavy duty steel plating adequate to carry heavy traffic over the trench area until the concrete is sufficiently cured

Consideration may under certain limited conditions be given to the elimination of the concrete patch, allowing underground utility installations to be made where the permittee agrees to replace foundation and base material in kind, and to satisfactorily maintain a temporary (plant mixed hot-asphalt) bituminous concrete Type I-1 patch for a period of one year at which time a permanent patch with approved material shall be installed. In this case, a specific bond may be required to insure the continued maintenance of the temporary patch and the construction of the permanent patch at the end of the one year period.

29.0 RESTORATION OF PAVEMENT MARKING

All permanent paving markings (crosswalks, traffic center lines, etc.) that are obliterated or damaged during construction shall be repainted and replaced as directed by the Engineer at the expense of the permittee.

30.0 RESTORATION OF GRASS PLOTS/LOAM STRIPS

Upon completion of excavation, all grassed areas and loam strips within the Town way that have been disturbed, shall be restored with sod or loam and grass seed. The Guarantee Period also applies to these surfaces.

31.0 EXTENDED MAINTENANCE FEE – NEW PAVEMENT

Each year, and at the completion of a road construction upgrade or reconstruction project, the Engineering Division will update a list of roads considered to be under moratorium. The minimum period of the moratorium is for five (5) years. Such list will be available at the Engineering Division's Office.

Work that results in the breaking through of pavement, landscaping, or curbing within the Right of Way of a road under moratorium requires specific approval by the Director. In such cases where work is unavoidable the following standards (at a minimum) must be met:

- The trench shall be filled with Controlled Density Fill (CDF). The CDF must be batched at a concrete plant, must be flowable, require no vibrating, and the finished product must be excavatable without the use of power tools.
- Curb to curb mill and overlay coverage a minimum distance of fifteen (15) feet beyond edge of disturbance.
- The pavement joints shall be sealed with emulsion and sand cover. There shall be a smooth transition from existing to new pavement.
- The Director may prescribe additional restoration requirements as conditions warrant.

An Extended Maintenance Fee shall be charged for cuts in newly paved streets as follows:

New pavement, 12 months old or less	-	\$5,000
13 months to 24 months old	-	\$4,000
25 months to 36 months old	-	\$3,000
37 months to 48 months old	-	\$2,000
49 months to 60 months old	-	\$1,000
61 months or older	-	No Extended Maintenance Fee

The Extended Maintenance Fee shall be in addition to standard permit fees.

32.0 ENFORCEMENT AND PENALTIES

Whoever violates any provision of these procedures may be penalized by a non-criminal complaint in the District Court pursuant to provisions of Massachusetts General Laws, Chapter 40, Section 21D and upon conviction thereof, shall be fined \$100 for Street Permit violations. Each day such violation continues shall constitute a separate offense.

If the work, or any part thereof, mentioned in the preceding sections is unskillfully or improperly done (non-conformance with specifications), the Town shall cause the same to be skillfully and properly done and shall keep an account of the expenses thereof; and, in such cases, such person or utility shall pay the Town an amount equal to the whole of said expense incurred by the Town with an additional

50% to cover indirect costs. The Town shall issue no further permits until payment is received. The total payment due may be above and beyond the required minimum \$5,000 certified bank check provided as a performance guarantee.

Any person or utility who continues to violate any requirement of this policy shall receive no further permits and is subject to license revocation until such time as the Town is satisfied that the person or utility will comply with the terms of this Policy. A contractor license may be revoked or deemed non-renewable if it is deemed their craftsmanship or performance is non-compliant with this policy and the Department of Public Works Construction Standards.

Failure to obtain a valid permit or license prior to the start of construction or activity is subject to a “cease and desist order” and may be grounds for license revocation or rejection.

DRAFT

Policy Regulating Street Opening Permits

ADOPTED
March 9, 1998

AMENDED
April 9, 2007
February 9, 2009
August 21, 2017

By: _____
Martha White
Town Administrator

BOARD OF SELECTMEN

JONATHAN FREEDMAN – CHAIRMAN

SUSAN G. SALAMOFF – VICE CHAIRMAN

RICHARD P. JENNETT JR. - CLERK

AMY K. MISTROT - MEMBER

MICHAEL J. HICKEY, JR. - MEMBER

EFFECTIVE DATE: **August 21, 2017**

ITEM TITLE: Public Hearing: 2019 Licensing Fees

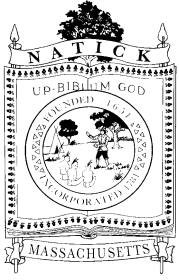
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Proposed 2019 Licensing Fees	10/13/2018	Cover Memo
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
Spreadsheet-R. Jennett	10/1/2018	Cover Memo

License Type		# issued	Current Fees	Last Fee Modification 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	
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, Dolphin	5			\$4,700.00
seating capacity 251-400	Cheesecake Factory	1			\$5,200.00
Seating Capacity 400+		0			\$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	\$3,250.00
Restaurant - Wine/Malt w/Lounge		0	\$2,000.00	2008	\$3,000.00
Package Store All Alcohol		7	\$2,000.00	pre 2008	\$2,500 -5,000 based upon sq. footage of store
Up to 3,000 s.f	Dion's, Natick Wine & Spirits, Town Line Liquors	3			\$2,500.00
3,001 s.f - 6,000 s.f.	Nine East Wine Emporium	1			\$3,000.00
6,001 s.f. - 15,000 s.f.	Austin Liquors	1			\$3,500.00
15,001 s.f - 25,000 s.f.	Total Wine, Spirits and More	1			\$4,000.00
25,001 s.f. - 50,000 s.f.		0			\$4,500.00
50,001 s.f. +	Wegman's	1			\$5,000.00
Package Store Wine/Malt	Tilly & Salvy's	1	\$750.00	2012	\$1,000.00
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	2014	\$2,250.00
One Day Alcohol		9 to date	\$50.00	2009	\$250.00
Winery Pouring Permit	Lookout Farm, Barleycorn's	2	\$250.00	2015	\$500.00

Special Wine License - Farmers' Market		2	\$50.00		
Common Victualer		114	\$75.00	2018	\$100.00
Innholder		4	\$50.00	2009	\$100.00
Automatic Amusements		209	\$35-\$50	2009	\$100.00
Class I,II,		30	\$100.00	2009	\$200.00
Class III		2	\$100.00	2012	\$150.00
Junk Collectors/Dealers		11	\$50.00	2018	\$125.00
Hawkers/Peddlers & Transient Vendors			\$125.00	2018	
Taxi/Livery					
	Per vehicle	2	\$10.00	pre 2008	
	Per driver	2	\$5.00		
Daily/Sunday Entertainment					
Theater - per movie		1	\$300.00	pre 2008	\$350.00
Entertainment - non-movie		9	\$100.00	pre 2008	\$150.00
Juke box		0	\$25.00	2008	
Innholder/CV - dancing & music		10	no fee	pre 2008	
Sunday per license		3	\$125.00	*2018	
Entertainment one day			\$75.00	2008	
Billiards -- Per Table		1	\$20.00	2018	
Bowling - per alley		0	\$8.00	2008	
Junk collectors/dealers		11	\$50.00	2018	\$125.00
Lodging House		1	\$50.00	2008	\$100.00



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

2018 LICENSE FEE SCHEDULE

LIQUOR LICENSES

FEE PER YEAR

- New Application Fee 250
- Fee for Change in Condition 100
(Change of Manager, Stock Pledge, etc.)
- 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 1,000 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

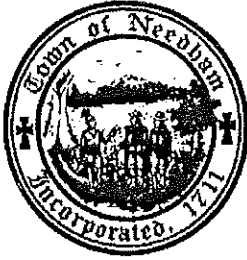
* Fee set in Town's By-Laws

** Fee set by Town Meeting

Fees Approved by the Board of Selectmen on October 16, 2017

2018 Licensing Fees

[illegible]



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

<u>Initial</u>	<u>Renewal</u>	
<u>License</u>	<u>License</u>	
\$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
<i>Weekday Amusement</i>	<i>N/A</i>	<i>N/A</i>	<i>Each</i>
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
<i>Sunday Amusement</i>	<i>N/A</i>	<i>N/A</i>	<i>Each</i>
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: <ul style="list-style-type: none"> • Applications for a new licensee; • Transfer of license; • Alteration of licensed premises; and • Renewal of license 	<u>\$1,000, which fee may be used to offset the Issuance Fee for the first year the license is issued.</u>
Section 12 Club All Alcohol, All Section 12 Wine and Malt Only, Farmer Series Pouring Permit, and BYOB: <ul style="list-style-type: none"> • Applications for a new licensee; • Transfer of license; • Alteration of licensed premises; and • Renewal of license. 	\$300
Application for Temporary Licenses, including: <ul style="list-style-type: none"> • 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

LICENSE FEES FOR 2017-Town of Norwood

<u>Class I, II and III</u>	\$ 200.00-set by M.G.L
<u>Juke Box – Weekdays and Sunday</u>	100.00
<u>Taxi Licenses</u>	\$1,000 for the first license, \$400 for each additional license and the annual renewal is \$200.
<u>Limousines</u>	\$1000 for first new license, \$200 for each renewal
<u>Lodging House</u>	\$100
<u>Innholder</u>	\$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

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

<u>ALCOHOLIC BEVERAGES</u>	<u>TOWN</u>	<u>ABCC</u>
Application Fee - for new licenses or changes	\$125	\$200
Annual Fees	\$4,500	
Innholder - All Alcoholic		
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
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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
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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

<u>Class I, II and III</u>	\$ 200.00-set by M.G.L
<u>Juke Box – Weekdays and Sunday</u>	100.00
<u>Taxi Licenses</u>	\$1,000 for the first license, \$400 for each additional license and the annual renewal is \$200.
<u>Limousines</u>	\$1000 for first new license, \$200 for each renewal
<u>Lodging House</u>	\$100
<u>Innholder</u>	\$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
<u>Entertainment</u>	
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 - Calene
* can be Reported
w/ San Francisco

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 = 100.00

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

Admin Fee for lost copies of
licenses \$ 10.00

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 $\frac{1}{4}" = 1'0"$, 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

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 ex	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 Annual Town Meeting Warrant Articles
ITEM SUMMARY:

ITEM TITLE: Fiscal Year 2019 Certified Free Cash

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Free Cash Spending Proposal	10/15/2018	Cover Memo
Local Option	10/15/2018	Cover Memo
OPEB	10/15/2018	Cover Memo
Water Sewer Retained Earnings	10/15/2018	Cover Memo
Golf Course Retained Earnings	10/15/2018	Cover Memo



Town of Natick

Free Cash Spending Proposal

<u>Item</u>	<u>Amount</u>	<u>Rationale</u>
Estimated Free Cash as of 7/1/2018	6,576,906.00	
.5% of G/F Revenue Set-Aside	(765,678.00)	Per Financial Management Policies
<u>2018 Fall Town Meeting</u>		
Article 2 - Transfer to Stabilization Fund	(250,000.00)	Per Financial Management Policies
Article 3 - Transfer to Operational Stabilization Fund	(500,000.00)	Per Financial Management Policies
Article 4 - Transfer to Capital Stabilization Fund (FY 2018 Local Option Taxes)	(2,400,000.00)	Per Financial Management Policies
Article 5 - Transfer to OPEB Stabilization Fund	(441,723.00)	Per Financial Management Policies
Article 6 - McDaniel Trust	(36,622.20)	
Article 16 - WNFS Land Acquisition	(1,000.00)	
Article 20 - Legal Settlement	(350,000.00)	
Article 26 - Sawin House	(5,000.00)	
<u>2019 Spring Town Meeting</u>		
FY 2020 Operating Budget	(1,800,000.00)	Free Cash for FY 2020 Operating Budget

Remaining Unallocated Balance

26,882.80

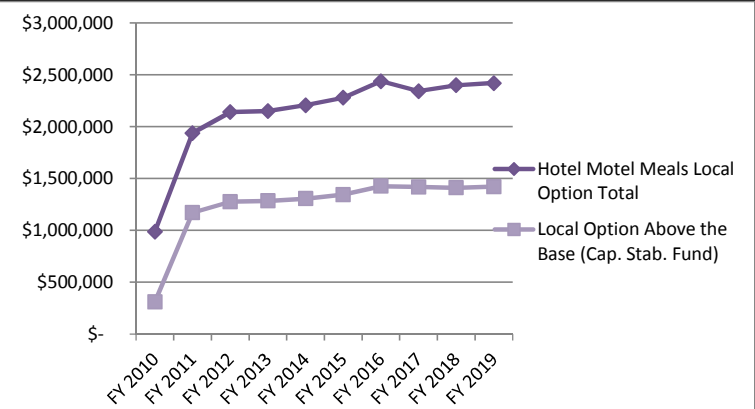
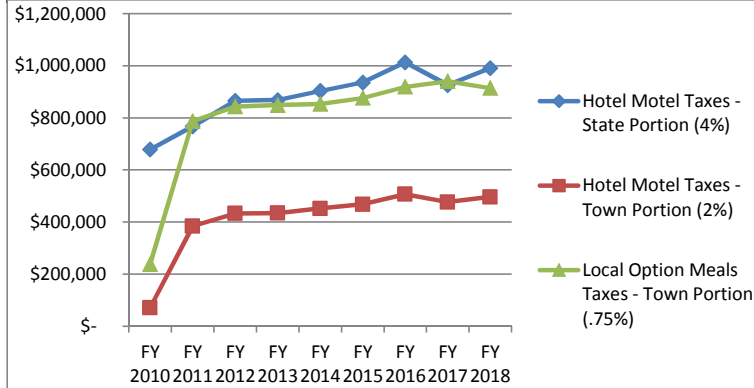
10/15/2018



Local Option Hotel, Motel, and Meals Tax

Hotel Motel Taxes - State Portion (4%)
 Hotel Motel Taxes - Town Portion (2%)
 Local Option Meals Taxes - Town Portion (.75%)
Hotel Motel Meals Local Option Total
Local Option Above the Base (Cap. Stab. Fund)

FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Projection
\$ 678,411	\$ 767,418	\$ 864,949	\$ 867,981	\$ 903,395	\$ 935,512	\$ 1,013,275	\$ 925,678	\$ 991,176	\$ 1,000,000
\$ 70,296	\$ 383,709	\$ 432,474	\$ 433,991	\$ 451,697	\$ 467,756	\$ 506,638	\$ 476,339	\$ 495,588	\$ 500,000
\$ 237,617	\$ 787,167	\$ 843,077	\$ 848,495	\$ 852,879	\$ 876,132	\$ 918,893	\$ 940,504	\$ 914,090	\$ 920,000
\$ 986,324	\$ 1,938,294	\$ 2,140,500	\$ 2,150,467	\$ 2,207,971	\$ 2,279,400	\$ 2,438,806	\$ 2,342,521	\$ 2,400,854	\$ 2,420,000
\$ 307,913	\$ 1,170,876	\$ 1,275,551	\$ 1,282,486	\$ 1,304,576	\$ 1,343,888	\$ 1,425,531	\$ 1,416,843	\$ 1,409,678	\$ 1,420,000





Town of Natick

Other Post Employment Benefit Trust Fund Calculation

<u>Item</u>	<u>Amount</u>
Certified Free Cash as of 7/1/2018	\$ 6,576,906
.5% of G/F Revenue Set-Aside	\$ (750,000)
Transfer of FY 2018 Capital Stabilization Fund (Local Option Taxes)	\$ (1,409,678)
Reamining Free Cash	<u>\$ 4,417,228</u>
10% of Remaining	\$ 441,723



Town of Natick

Water Sewer Retained Earnings Status

<u>Item</u>	<u>Amount</u>
Certified Reatained Earnings as of f 7/1/2018	\$ 620,435
<u>2017 Fall Town Meeting</u>	
Capital Project - Article 10 Motion E	\$ (15,000) Support Capital Projects
<u>2018 Spring Town Meeting</u>	
Capital Project - Article XX Motion X	\$ (15,000) Support Capital Projects
Remaining Unallocated Balance	\$ 590,435



Town of Natick

Golf Course Retained Earnings Status

<u>Item</u>	<u>Amount</u>
Certified Reatained Earnings as of f 7/1/2018	\$ 620,435
 <u>2018 Fall Town Meeting</u>	
Capital Project - Article 10 Motion E	\$ (15,000) Support Capital Projects
 <u>2019 Spring Town Meeting</u>	
Capital Project - Article XX Motion X	\$ (15,000) Support Capital Projects
Remaining Unallocated Balance	\$ 590,435

ITEM TITLE: Cloverleaf 40B Update
ITEM SUMMARY:

ITEM TITLE: Joint Facilities Restructuring Update

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Facilities Management MOU-5/24/16	10/15/2018	Cover Memo

Town of Natick Department of Facilities Management

Memorandum of Agreement
Between the
Board of Selectmen and School Committee
Revised 5/24/16

As provided by section 37M of the Massachusetts General Laws the Natick School Committee and Board of Selectmen agree to the creation of a joint municipal and school facilities management department that will be known as the Department of Facilities Management and be organized as outlined in this Agreement. Nothing in this Agreement shall prohibit either the School Committee or Town Meeting from rescinding this Agreement as provided by law. Nothing in this agreement is intended to—nor could—supersede the Massachusetts Education Reform Act of 1993 which shall prevail in all applicable situations, including but not limited to, the hiring and assignment of personnel in school buildings.

Article I. Department of Facilities Management: The Department of Facilities Management (DFM) shall be responsible for the coordination and care of all Town-owned buildings inclusive of those under the control of the Board of Selectmen, Library Trustees and School Committee. It shall coordinate for each building, except where noted, the following:

- custodial care/cleaning
- maintenance and repairs
- landscaping maintenance and pedestrian snow removal (landscaping in courtyards and to approx 20 feet from building and snow removal on walks to the property line)
- capital improvements
- procurement of necessary goods and services; such procurement shall be done in collaboration with the Town's Procurement Officer.

Article II. Facilities Management Board: The Department of Facilities Management shall be under the direction and control of a Facilities Management Board (FMB) that shall be composed of the Town Administrator and the Superintendent of Schools or their designees. The FMB shall be responsible for appointing the Director of Facilities Management for a term not to exceed three years. The FMB shall establish the compensation and benefits of the Director. The FMB shall be responsible for the development of goals for the DFM and evaluation of performance in the achievement of said goals, and reporting of department status to the Board of Selectmen and the School Committee at least annually, or as requested by either board.

Article III. Director of Facilities Management: The Director of Facilities Management shall administer the Department's responsibilities under the supervision of the FMB. The Director shall be qualified by education, training and/or experience to perform the duties required of this Department. The Director shall appoint and remove, subject to approval by the FMB, assistants, agents and employees as may be required, pursuant to applicable Town personnel policies, collective bargaining agreements and relevant statutes.

The Director will ensure that the assignment of personnel to a building is consistent with state and federal laws, including CORI standards, and policies of the School Committee and Board of Selectmen. The Director, in conjunction with the FMB, shall develop and update as appropriate Service Level Agreements for each facility.

Article IV. Employer: The FMB, or the members' designees, shall be responsible for negotiating collective bargaining agreements with represented employees of the Department; said agreements must be ratified by both the Board of Selectmen and the School Committee.

The terms of employment for non-union employees of the Department of Facilities Management will be governed by the Town's Personnel By-Law, except where provision(s) in a contract would prevail.

Article V. Building Managers: Each municipal and school building shall have a building manager (e.g., school principal, library director, police chief, etc.). The building manager shall have the right to provide direction to any custodial staff working in the building. The building manager shall be included in the hiring process for any custodial staff working primarily in that building. The building manager shall have the right to petition the Director to remove building staff working in that building. The Superintendent of Schools, in the matter of school buildings, or the Town Administrator, in the matter of municipal buildings, shall address any unresolved differences between a building manager and the Director. In such instances the decision of the Superintendent or Town Administrator, as applicable, shall be final.

Notwithstanding the rights of the building manager, the Director shall have the authority to redeploy building staff temporarily or permanently, system-wide, in a manner that yields the most efficient and cost effective maintenance and care of Town buildings.

Article VI. Operating Budget: The Director shall be responsible for developing an annual operating budget for the Department consistent in format and detail with General Government departmental operating budgets. The operating budget shall be sufficiently detailed to show separate budget allocations for school buildings and for municipal buildings. The school building portion of the operating budget shall be submitted to the Superintendent of Schools and approved by the School Committee. Personnel costs shall be included within a Facilities Management Department shared expense budget, while energy and operational expenses will remain within the respective budgets of the General Government and the School Department. The Facilities Management Board, the Selectmen and the School Committee must approve any cuts to personnel working for the Department of Facilities Management. The parties to this MOA agree to evaluate this budgeting methodology on an annual basis to determine if further budgetary consolidation would be advantageous and/or more efficient.

Article VII. Capital Plan and Budget: The Director shall be responsible for developing a long-range capital plan for the Department, as well as updates to that plan; these updates are effectively the annual capital budgets. The capital plan and budgets will be prepared and submitted as requested by the Town Administrator pursuant to the requirements set forth by the Town of Natick Home Rule Charter. These submissions shall be consistent in format and detail with other departmental capital plans. The capital plan and budgets shall be sufficiently detailed to show the capital requirements, including major pieces of equipment, separately for school buildings and for municipal buildings. The school portion of the capital budget shall be submitted to the Superintendent of Schools and approved by the School Committee prior to submission to the Town Administrator.

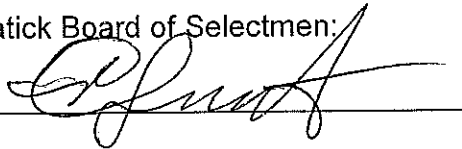
Article VIII. **Use of School Buildings and Municipal Buildings:** The signatories to this Agreement agree to evaluate a common scheduling system for all buildings covered under this agreement. All fees collected by the Department for the use of school and municipal buildings shall be accounted for in appropriate Revolving Fund(s), subject to Town Meeting approval, and expended as provided by law. In any event, the Board of Selectmen and School Committee, as applicable, shall retain their existing policy-making authority with respect to buildings and rentals but may delegate authority to building managers regarding building use and scheduling.

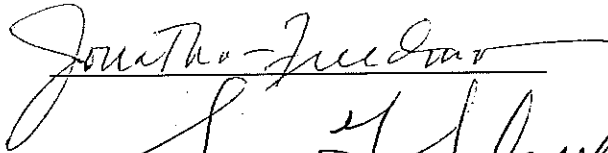
Article IX. **Implementation:** The terms of this Agreement were implemented effective July 1, 2012. To oversee and monitor the collaborative management and operations of the Facilities Management Department, a Facilities Management Oversight Committee is established. Said Committee shall be comprised of the Superintendent of Schools, Town Administrator, two members of the School Committee appointed by said School Committee, two members of the Board of Selectmen appointed by said Board of Selectmen, and one community member, appointed by the other members of the Facilities Management Oversight Committee. The Committee shall meet at least quarterly, or upon request of the FMB.

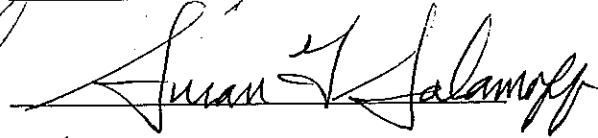
Article X. **Duration and Amendment:** This Agreement shall remain in effect unless revoked by the School Committee, Board of Selectmen or Town Meeting. Amendments to this Agreement may be made by mutual agreement between the Board of Selectmen and the School Committee.

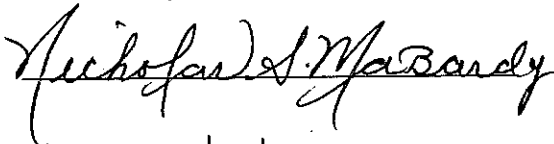
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Natick Board of Selectmen:



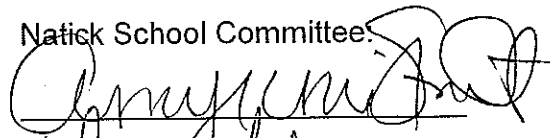






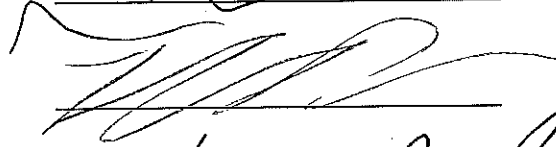
Date: 5/16/16

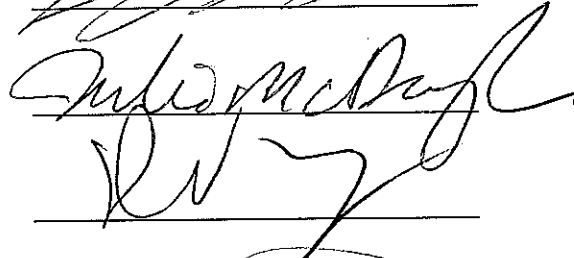
Natick School Committee:













Date: 5/24/16

ITEM TITLE: Ratify 5 Auburn St License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Riverbend License Agreement	10/15/2018	Cover Memo

RIVERBEND LICENSE AGREEMENT

The Town of Natick, Massachusetts, a municipal corporation having an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by and through the Natick Board of Selectmen (hereinafter the "Town"), hereby sets forth the terms of this License granted to Riverbend School, Inc., 39 Eliot Street, Natick, MA 01760 (hereinafter "Licensee") as follows:

1. The Town grants a License (the "License") to Licensee to use and to occupy the building and grounds of the Eliot School, located at 5 Auburn Street, Natick, MA (the "Licensed Premises"). The Licensed Premises are hereby licensed "as is."
2. Licensee shall have the right to use the Licensed Premises, without interference or use by others, in accordance with the terms herein. The Town shall have the right of access to and entry upon all portions of the Licensed Premises. The Town shall endeavor to provide, though it is not in any manner obligated to provide, reasonable notice of such access and shall access the Licensed Premises at reasonable times. In the event of an emergency, the Town agrees to provide notice that is reasonable under the circumstances.
3. The Licensee is precluded from allowing individuals or third-parties entities from utilizing the premises either gratis and/or renting out any portion of the premises.
4. The period of the License shall commence on July 1, 2019, and end on June 30, 2020. The Town may immediately terminate this License at any time for good cause, which shall include, but which shall not be limited to, misconduct by Licensee. The Town may also immediately terminate this License pursuant to paragraph 10 of this License. Notwithstanding the foregoing, the Town agrees to provide a minimum of (3) months' notice of termination of this License, and on or after July 1, 2020, to provide thirty (30) days' notice of termination of this License.
5. Licensee shall pay the following License fee to the Town: a sum of eighty thousand dollars and zero cents (\$80,000.00) during the License term, on a monthly basis and in equal installments of six thousand six hundred sixty-six dollars and sixty-six cents (\$6,666.66) each for the first eleven months, and six thousand six hundred sixty-six dollars and seventy-four cents (\$6,666.74) for the twelfth month. The monthly installments shall be due and payable no later than the first day of each month, beginning on July 1, 2019.
6. Licensee shall be responsible for arranging and for paying for separately metered utility services, which shall include electricity, water/sewer, heating fuel, cable television, and internet services for the Licensed Premises.
7. Licensee shall be responsible for the proper maintenance and upkeep of buildings, facilities and grounds of the Licensed Premises, including, but not limited to, daily custodial work, grounds keeping, snow plowing and shoveling and routine maintenance and repairs, and shall maintain the Licensed Premises in a clean and orderly condition.
8. Upon the termination of this License, Licensee shall deliver the Licensed Premises to the Town in at least the same condition as received, reasonable wear and tear excepted. No general structural alterations of the Licensed Premises shall be permitted, except as referenced in paragraph 9, below.

9. Licensee shall be liable for all costs associated with necessary capital repair(s) and/or replacement(s) during the License Term, whether or not due to the negligence or vandalism of its employees, students, agents, representatives or invitees. Licensee may make such repair(s) and/or replacement(s) using sound business practices, upon the prior written approval of the Town; provided, however, that the amount of such repair(s) and/or replacement(s) do/does not exceed the dollar threshold for sound business practices set forth in any applicable public procurement statute, including, but not limited to, M.G.L. c. 149, §§44A *et seq.* Notwithstanding the foregoing, the Town has the right to exercise its discretion to perform any and all capital repair(s) and/or replacement(s), which shall be in accordance with all applicable public bidding and prevailing wage requirements, including, but not limited to, those set forth in M.G.L. c. 149. Even if the Town makes such capital repair(s) and/or replacement(s), regardless of the dollar amounts of such repair(s) and/or replacement(s), Licensee shall remain responsible for the costs of said repair(s) and/or replacement(s). Further, if such necessary capital repairs/replacement require temporary non-use of the premises, Licensee shall bear all of the costs of the temporary non-use of the premises, and the License fee set forth in Paragraph 5 shall not be decreased.
10. All repairs/replacements shall comply with all applicable federal, state, and local laws, rules, and regulations, including, without limitation, applicable Prevailing Wage Statutes, Public Bidding Statutes, Massachusetts State Building Code requirements, Town of Natick Zoning By-Law requirements, and Town of Natick Board of Health requirements. All repairs and improvements shall conform to the age of the building, and shall be historically and architecturally correct.
11. In the event of a natural or man-made disaster this License may be terminated immediately, at the sole discretion of the Town. If such a termination occurs, the Town shall incur no cost or responsibility to Licensee for providing another location for Licensee to provide its services; all such costs shall be borne solely by the Licensee.
12. To the fullest extent permitted by law, Licensee shall indemnify, defend (with counsel reasonably acceptable to the Town), and hold harmless the Town and its officers, employees, boards, committees, and agents from and against any and all loss, liability, damages, claims, causes of action, suits, and costs, including, without limitation, reasonable attorneys' fees and expert witness fees, to the extent the same is caused in whole or in part by the willful misconduct, negligent act or omission of Licensee or its officers, employees, or agents in connection with the use of the Licensed Premises. Neither the Town, nor Licensee, nor any officer, employee, board, committee, commission, agent and representative of either party, shall be under any personal obligation or incur any personal liability by reason of this License, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this License, or the violation of any Federal, Massachusetts or local statute, ordinance, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the other or its employees, regarding the subject matter of this License.
13. Licensee shall provide and maintain throughout the term of the License 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 foul' 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 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 Town, 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 License. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this License and shall state that such insurance is as required by this License.
- h. Licensee 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 and automobile liability insurance, which indicate that the Town 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.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this License and shall operate as an immediate termination thereof

- 14. All trade fixtures, equipment and installations installed by Licensee in the Licensed Premises at its expense shall remain Licensee's property, and all or any part thereof may be removed by Licensee at Licensee's option, at the expiration or earlier termination of this License, provided Licensee at its expense shall repair any damage caused by such removal.
- 15. Any notice to the Town or to Licensee shall be given in writing and shall be deemed duly served if hand-delivered or if mailed, postage prepaid, by registered mail or certified mail, return receipt requested, addressed, if to the Town, to the Office of the Board of Selectmen, Natick Town Hall, 13 East Central Street, Natick, MA, 01760, and if to Licensee, to the Licensed Premises, or

to such other place as either party may designate by written notice to the other party.

16. The failure of either party to insist upon the strict performance of any provision of the License shall not constitute a waiver of compliance with the remaining provisions of this License.
17. This License may be modified or amended only by written consent of the Town, as accepted by Licensee.
18. Licensee shall not assign this License, by operation of law or otherwise, or sublicense all or any portion of the Licensed-Premises, without the prior written consent of the Town, which consent may be withheld in the Town's sole discretion. Licensee expressly acknowledges and agrees that this License is personal to Licensee named herein, and does not give rise to any estate or interest in real property.
19. This License shall be governed by and interpreted according to the laws of the Commonwealth of Massachusetts, without respect to choice of law principles.

Executed this _____ day of _____, 2018.

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.

Approved as to Form Only, and Not as to Substance

Karis L. North, Esq.

Date

ACCEPTED BY:

RIVERBEND SCHOOL, INC.

By:

Signature

Printed Name

Printed Title

Date

ITEM TITLE: Approve High St "Natick Haunted Yards" Block Party 10/27/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	10/4/2018	Cover Memo
Police Recommendation for Approval	10/9/2018	Cover Memo

October 1, 2018

Dear Members of the Board of Selectmen -

I represent a group of Johnson Elementary School parents who have a fundraising idea, which requires the approval of Natick's Board of Selectmen as well as other groups serving the public's safety. We apologize for the short notice of this request, which only came about from discussions among parents since the school year started.

The idea centers around a Halloween fundraiser, like "The Saxonville Haunted Yards" (<http://saxonvillehauntedyards.com>), which I personally experienced with my daughters (then aged 4 and 6) in Framingham, last year. I grew up with similar experiences. With nothing like it in Natick I jumped at the chance to bring them to the Saxonville Haunted Yards; it was great fun for my children and those from neighboring communities who came out in generous numbers.

We are requesting that High Street be blocked between Nelson and Atherton Streets (as we have done for the past several years for our annual block party) on Saturday, October 27th between 6.30-9.00pm.

We envisage that participants would enter the Natick Haunted yards on the Nelson Street end of High Street and finish at the Atherton Street side (where cider and doughnuts would be provided). Within that section of High Street several houses have agreed to host participants on their front yards where haunted experiences would be erected (with shade tents or similar).

In addition, other parents would roam this section of High Street dressed in costumes. Over the past two weeks the group of parents I represent solicited the affected residents of High Street, (between Nelson and Atherton Streets) to inform and answer questions and address concerns. See letter below. Now passed the deadline for feedback, we have not heard anything but support for the idea.

Dear Neighbors,

Happy Fall! I am writing you today to ask a favor. Based upon an event in Framingham, some of the folks in the neighborhood would like to put on a spook walk here on High St. The working title is "Nightmare on High St." The idea would be to erect tents and scary scenes in the streets and have assorted ghouls and goblins wander around. At the end would be donuts, coffee and a solicitation for a donation which would benefit Johnson Elementary. We are hoping to block the area of High St between Atherton and Nelson streets (the same as the block party) for a couple of ours on October 27th. If you are fine with blocking the street but do not want to risk people being on your yard please let me know. I'll put up police tape (It goes with the theme). Again, here is the ask:

To block the area between Atherton and Nelson Streets from 6:30-9:00 pm on October 27th.

Please contact me as soon as possible with any and all concerns and if you want to opt out. We will be writing a letter to the Board of Selectmen requesting the closure shortly.

Thank you for your consideration,

The "Saxonville" event occurs on a main road and as such required a police officer to be present to manage traffic. Despite High Street being a quiet road, we think it would be a good idea to ask that Natick PD be present to manage traffic issues as they could arise.

What we liked about "Saxonville" is that it is a fun way to raise money for a needy cause. Following the experience attendees gather for cider and doughnuts and were asked for a donation - as it states on their website "Admission is FREE, however DONATIONS will be gratefully accepted at the tour's end and will go to Potter Road Elementary School." I spoke with the organizers and learned more than \$1,000 is raised at the "Saxonville" event, each year. This is something we would seek to emulate in a "High Street in Natick" haunted yards experience.

Again, we appreciate the short nature of this request but please take into consideration that we represent Natick's only Title I school. Johnson has unique needs in the community and as parents of children at the school we are always looking for ways to help.

Sincerely,

Greg Vitarelli
33 High Street
Natick, MA 01760
(508) 315-6386

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

Fri, Oct 5, 2018 at 2:40 PM

Trish,

Recommend approval with the following stipulations:

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

Additionally:

- Traffic cones and/or barricades may be checked out from Police Headquarters the morning of the event, and returned immediately following.
 - * In the event the organizers would like to hire a Natick police detail they can contact Sgt. Vincent Forde (508-647-6400 ext. 9540) in advance of the event, otherwise if available, on-duty Natick Police Officers will be asked to stop by during the specified hours.

Reminder:

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

Respectfully,

Lt. Brian G. Lauzon

☐

[Quoted text hidden]

ITEM TITLE: Approve Meeting Minutes

ITEM SUMMARY:

- 11/28/17
- 5/14/18
- 6/11/18
- 7/9/18
- 7/30/18
- 10/1/18

ATTACHMENTS:

Description	Upload Date	Type
11/28/17	10/10/2018	Cover Memo
5/14/18	10/12/2018	Cover Memo
6/11/18	10/3/2018	Cover Memo
7/9/18	10/3/2018	Cover Memo
7/30/18	10/10/2018	Cover Memo
10/1/18	10/4/2018	Cover Memo

DRAFT Meeting Minutes
Natick Transportation Advisory Committee and Natick Board of Selectmen
Tuesday, November 28, 2017
Morse Institute Library – Lebowitz Meeting Room
14 East Central Street, Natick MA 01760

Members present: Joshua Ostroff, David Gutierrez, Betty Scott, Eva Willens, Joe Weisse.

Joshua Ostroff, Chair, called the meeting to order at 6:34

Election of Clerk

David Gutierrez nominated Eva Willens, seconded by Betty Scott and unanimously voted.

Slow Speed Limit update

Josh reported that a recommendation had been provided to the Selectmen and the Town Administrator to investigate local acceptance of this legislation. The matter was referred to the Safety Committee, who discussed it at their October meeting and elected to take no action. There was no report or discussion provided by the Safety Committee, so we would seek a joint meeting to further discuss the issue, perhaps with the benefit of learning from other communities that had adopted it.

Complete Streets

The Town was advised that we could not apply for a new grant until the previous one had been fully expended. This was likely to be done in the coming weeks, and we would pursue another opportunity in 2018. A groundbreaking for a signalized crosswalk at the Community Senior Center had been held earlier in 2017.

MBTA station

Josh noted that the MBTA was investigating a third, express track through portions of the Framingham-Worcester line, including Natick, and until the alignment of the track was decided, design for the station was on hold.

Future meeting topics

The committee discussed a public meeting to better inform the community about the MWRTA; the MBTA station; upcoming Complete Streets grants.

Joint meeting with Selectmen on South Main Street design

Town staff and consultants from Green International joined the meeting.

At 7:05 PM, Jonathan Freedman opened the meeting of the Board of Selectmen with Susan Salamoff, Michael Hickey, Amy Mistrot and Rick Jennett also in attendance. Jon welcomed members of the public, and explained that the purpose of tonight's meeting was to allow the public to ask questions and offer comments on the design alternatives; no votes would be taken, as this was intended as a public comment

session. Josh advised that the Transportation Advisory Committee meeting was already in session, and that the project information about South Main Street was available at natickma.gov/tac.

Jeremy Marsette provided an overview of the project.

Eric Atkins of Green International went through a presentation of the design alternatives.

Q. For any of these options, would land be acquired, or just easements? A. Mainly easements

Q. For what purposes would easements be needed? A. Temporary for construction, or permanent for widening of a sidewalk, e.g.

Q. Who decides on which plan? A. We need public input, then the BOS would select the preferred alternative, which would proceed to design.

Q. How will this be funded? A. Would be funded by Town Meeting, likely through borrowing as with other roadway projects.

Q. Why was option 2 preferred by the TAC? Josh Ostroff explained the Complete Streets policy and how this option was most consistent with policy from a transportation perspective.

Q. What outside funding is leveraged by this? A. Outside funding is not being requested.

Comment. Concerned about the character of the neighborhood with limited setbacks.

Comment. Option 2 is least preferred.

Q. What about phasing of project? A. Timing of construction was reviewed.

Q. What are the relative costs? A. Rough estimates are \$1.6mm for option 1, \$4 million for option 2, \$2.7 million for option 3.

Comment. Concerned about loss of trees; concerned if we remove trees for this project. Only prefers alternative 1.

Q. What land do people actually own? A. Jeremy explained layout and property line.

Q. What about the strip between sidewalk and roadway? A. Depends on which design is chosen, but that would likely be public land.

Comment. Fix the road, fix the sidewalk and go away.

Q. Where would these bicyclists go? A. described traffic counts.

Q. Who pays for this, would taxes be raised? A. it would be paid by the tax levy, not planning to increase taxes to pay for it.

Comment. People knew they could not bike on South Main when they bought there.

Q. Residents were concerned about the speed of traffic on South Main and would widening road have an impact. A. Wider roads tend to increase speed, but that depends on the design and lane width.

Q. Preference for shared use path is for safety; existing condition is unsafe. Has not seen effort with speed warning devices, etc. A. described engineering and enforcement impacts.

Q. Opposed alternative 2; asked about shared use path and where else it is used. A. described where shared use path was in use including General Greene Ave.

Comment. Saw a shared use path on option 2. That was as a buffer between vehicles and path.

Q. Asked about amount of property lost in option 2. Described how the 3 to 6 feet would be used.

Q. Would trees be replaced? A. Those would be replaced in consultation with the tree warden.

Q. What are the benefits of option 2? A. Not so much dollars and cents but the benefit to users.

Q. Is this on the capital plan? A. yes; would be paid by tax levy borrowing.

Q. Asked about relocation of utility poles. Process described.

Q. Favors alternative 3 as a bike rider. Wants to understand Alternative 3. A. Explanation of impacts on abutters.

Comment. Resident on S Main whose front step is 10 feet from the sidewalk; objects to this project, or at least alternative 2.

Q. If moving a fence back can we move it past a property line? A. Would work with DPW; show preliminary design and work with abutters.

Comment. Different setbacks may impact driveways.

Q. Is this the only shared use path? A. It would be one of few, but we might look at others in the future.

Q. Anyone want Alt 2? (No one spoke.)

Q. How does this compare to Cottage. A. Similar in scope, timing, cost (\$1.7 million).

Q. Asked for assurance that people have been heard. A. This was affirmed.

Q. OK with option 1 or 3. Wants to know about process for compensation. A. Bill Chenard explained process.

Q. Asked about the process by which it is approved at TM. A. This was explained.

Comment. Further opposition to option 2.

Comment. Wants to see alternative 3.

Comment. Most people seem to prefer option 1.

Comment. People would like to see example of option 3 – ideally a picture.

Comment (Rick Jennett) Would not be supporting Alternative 2.

Comment. Wants to understand the width of the project.

Comment. Wants to have more/better public notice.

On a motion by Jon Freedman, seconded by Mike Hickey the Selectmen's meeting was adjourned at 8:40 PM.

On a motion by Betty Scott, seconded by Eva Willens the TAC voted to adjourn at 8:40 PM.

Respectfully submitted,

Joshua Ostroff

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

May 14, 2018

6:00 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: Acting Town Administrator Bill Chenard 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 Real Property (22 Pleasant Street, Sawin House, and 11 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 position and the Town's interests. Ms. Salamoff, 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. (Mr. Hickey and Mr. Freedman arrived shortly after the roll call vote was taken to enter Executive Session.) The Chair announced that the meeting would return to Open Session at approximately 7:00 p.m. The Board entered into Executive Session at 6:05 p.m.

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.

WHAT'S NEW

Mr. Chenard read aloud a Resolution from the Governor's Office designating Natick as a Housing Choice Community along with Framingham and Ashland. Mr. Chenard also announced that the Annual Peace Officers' Ceremony is scheduled for this coming Thursday.

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 no discussion was requested. Moved by Mr. Freedman and seconded by Mr. Jennett, 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. Eisenmenger Memorial Trail Walk on 5/20/18
- b. ADESA Boston's Charity Motorcycle Run to benefit the Juvenile Diabetes Research Fund on 6/3/18
- c. Doug Flutie, Jr. Easter Bank 5K to benefit the foundation for Autism on 9/3/18
- d. Reynold's Ave block party on 5/28/18
- e. Use of Town Common by Recreation & Parks for movies on the Common on Thursdays, 7/12, 7/26, 8/16, and 9/21/18
- f. Use of Town Common by Rotary Club for Tour de Natick Bike Ride on 6/17/18
- g. Use of Town Common by Morse Institute Stitchers for Worldwide Knit in Public Day on 6/9/18
- h. Rotary Club's request to serve beer and wine during the Installation Meeting at the Morse Institute Library
- i. Donation from Your Town, Your School Committee to the Natick Elderly & Disabled Taxation Fund
- j. Weekly warrant reviews for 5/1 and 5/8/18
- k. Nominations of Mari Barrera and Chris Banthin to the Leonard Morse Grants Panel

ANNOUNCEMENTS

Ms. Mistrot invited all Natick citizens to a BOS-sponsored reception to welcome the new Town Administrator, Melissa Malone, on June 7th from 7-9:00 p.m. at the Community-Senior Center.

Mr. Hickey read aloud the press release regarding the Eisenmenger Memorial Trail Walk on May 20th.

Mr. Hickey read aloud a proclamation honoring the Department of Public Works and proclaiming May 20-26, 2018 "National Public Works Week."

CITIZEN'S CONCERNS

None.

APPOINTMENTS

1. Accept the Recommendation of the MathWorks Scholarship Committee Candidates for 2018: Brian Fay, speaking on behalf of the MathWorks Scholarship Committee, recommended two students, chosen from among 22 candidates, to receive the annual scholarship – Makiah Bennett and Matthew Walak, both Natick High School students – who will be attending Northeastern and Yale, respectively, to study computer science. Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 in favor of the Committee's recommendations.
2. Wild Thyme Café – Application for a Common Victualer's License: Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the license contingent upon all requirements being met.
3. Reappointment to the Zoning Board of Appeals, Term Ending May 1, 2021 – Jason Makofsky: Mr. Hickey noted that a question had previously been raised as to whether a certain condition imposed by the ZBA on Mr. Makofsky's property has been satisfied. Since Mr. Makofsky could not attend the last meeting, the question of his reappointment to the ZBA had been postponed until tonight in order to get an answer to the question. Mr. Makofsky indicated that he is working through how he will satisfy that condition with neighbors and Town staff. The Board agreed to postpone their vote again to the next meeting in the hopes of resolution, in which case Mr. Makofsky's reappointment would be taken up again.
4. Public Hearing – Application for a Farmers' Series Brewery Pouring Permit – Barleycorn's: Mr. Hickey read the Public Hearing Notice. Moved by Mr. Freedman and seconded by Mr. Jennett, the Board voted 5-0-0 to open the Public Hearing. Attorney Andrew Upton presented along with the two owners, Thomas Wilber and Fred Kelly, to explain that after brewing beer at this location for quite a while, the objective now is to serve the beer that is brewed on the premises, noting that breweries in Massachusetts have become engines of economic development. Confirmed via email by Town Counsel, Dave DeLuca, MGL c. 138, s. 19C does not require a farmer-brewer to obtain a common victualer's license. Paul Joseph, President of the MetroWest Chamber of Commerce, and Gary Atlas, a 29-year resident of Natick and 13-year employee of Barleycorn's, provided positive recommendations. Seeing no other questions or comments 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. Freedman, the Board voted 5-0-0 in favor of issuing the requested permit.
5. Public Hearing – Application for Amendment of Farmers' Series Winery Pouring Permit – Lookout Hard Cider, LLC: 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, seconded by Mr. Freedman. Jay Mofenson and John Burns provided some background as to the reasons for their request for two additional outdoor seating/serving areas – the picnic area and the U-Barn – noting that 2015 and 2016 were very poor crop years. However, 2017 was a banner year in which they found the current serving areas inadequate to meet demand. This change would allow for a better customer experience and would increase the Farm's revenue. The Town's Safety Officer, Lt. Lauzon, expressed multiple concerns related to the location of the two requested areas, having management personnel available in designated areas, available police coverage, safety and monitoring of children, etc. Attorney Ann Zebrowski, a resident of 17 Lookout Farm Road, also speaking on behalf of the Lookout Ridge Improvement Association (comprised of abutters to the Farm), requested that the Board deny the Farm's request outright, citing concerns over the lack of a safety plan or a traffic study and stating that members of her Association knew nothing of these plans until tonight. Paul Joseph, President of the MetroWest Chamber of Commerce, gave a vote of confidence, referencing the Farm's history of compliance with regulations and willingness to work with the Board and neighbors of the Farm. After further extensive discussion among the Board Members and the Public, Mr. Jennett suggested the Board, along with Lt. Lauzon, visit the Farm in person, asking that Farm personnel provide a layout with stakes, in order to make a sounder decision after having seen the areas of proposed change with their own eyes. The remainder of the Board Members agreed and a field trip to the Farm was scheduled for Thursday, May 17th at 6:00 p.m. Anyone with an interest was encouraged to attend. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to continue

the Public Hearing to the Board's May 21st meeting with further consideration of the request at that time.

6. Sustainability Coordinator

- a. Municipal Vulnerability Program: Having made use of a \$21,000 Municipal Vulnerability Preparedness Grant from the Massachusetts Office of Energy and Environmental Affairs (EEA) to complete a Town-wide assessment and develop a set of actions to take to improve climate change resilience, the next step will be to submit the final report to EEA, with completion of the process enabling the Town to achieve MVP designation status and receive preference for state grants. Ms. Wilson Martin stated she is currently in the process of compiling MVP Action and Planning Assistance grant applications, totaling approximately \$250,000 in potential funding for the Town, and asked that the Board sign two letters of support. Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 5-0-0 to authorize the Chair to sign the letters of support.
- b. Small Business Energy Efficiency Program: Ms. Wilson Martin asked for the Board's support in promoting, by way of a signed letter that will be sent to small businesses, Eversource's Small Business Energy Solutions Program, part of the Mass Save group of programs mandated by the Massachusetts Department of Public Utilities, which will provide small businesses in Town energy audits and incentives to install energy-efficient equipment. Moved by Mr. Hickey and seconded by Mr. Jennett, the Board voted 5-0-0 to authorize the Chair to sign the letter.

7. Director of Public Works:

- a. Five-Year Roadway Improvement Plan Update: Mr. Marsette asked for the Board to approve the Town's Five-Year Roadway Improvement Plan, which he provided in the form of a PowerPoint presentation. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to adopt the proposed five-year program.
- b. Storm Water Management Oversight Committee: The terms of the Town's current storm water management permit (MS4 permit) will expire on June 30th and the terms of its new permit, issued by the U.S. Environmental Protection Agency and mandated under the Clean Water Act, will become effective. To ensure compliance with the regulations of the new permit, Mr. Marsette requested the Board appoint a Stormwater Management Oversight Committee with the following charge and composition:
 - i. Charge: To advise the Town on stormwater management, operations, projects, funding opportunities/mechanisms, and policies. The committee shall assist in the Town's compliance with the U.S. Environmental Protection Agency administered Municipal Separate Storm Sewer Systems (MS4) permit.
 - ii. Composition: The Committee shall be comprised of seven (7) voting members, including the Natick Town Administrator or designee, the Superintendent of Natick Public Schools or designee, the Director of Public Works or designee, the Director of Facilities or designee, and the Conservation Agent. The Committee will receive staff support from the Town Engineer. Appointees to this committee are proposed to be individuals with professional backgrounds relevant to stormwater/environmental management, planning, and engineering. The Committee shall consist of seven members appointed by the Town Administrator to three-year terms arranged such that as nearly equal a number as possible expire every year, provided, however, that the initial terms shall be staggered for this purpose.

Moved by Ms. Salamoff and seconded by Mr. Freedman, the Board voted 5-0-0 to create the Committee as outlined by Mr. Marsette.
- c. Pedestrian Facilities Inventory: In an effort to develop repair policies and set priorities to assist with long-term capital improvement planning, the firm of Stantec was retained in June of 2017 to create an inventory and assessment of the Town's pedestrian accessibility infrastructure, to include a sidewalk and ramp database. The resulting report is available on the Town's website and is presented to the Board for informational purposes with no action needed.

DISCUSSION AND DECISION

Review Administrative Approval of Various Licenses and Permits: This topic was postponed to a future meeting.

BOARD OF SELECTMEN UPDATES

Camp Arrowhead Update: Mr. Chenard stated that bids for reconstruction will be opened on Thursday, May 17th.

SELECTMEN/SUBCOMMITTEE LIAISON UPDATES:

None.

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

Ms. Salamoff asked Mr. Chenard to look into a property tax work-off program for people on Social Security. Mr. Chenard stated it is being investigated but is likely to stay the same.

ADJOURNMENT

On a motion by Mr. Jennett, seconded by Mr. Hickey, the Board voted 5-0-0, confirmed by a roll call vote, to adjourn the Board of Selectmen's Meeting at 10:54 p.m.

Michael J. Hickey, Jr., Clerk

Submitted by Trish O'Neil

May 14, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on October 15, 2018

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

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=517&MinutesMeetingID=-1&doctype=Agenda>

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

June 11, 2018

6:00 PM

PRESENT: Chair Amy K. Mistrot, Vice Chair Susan G. Salamoff, Clerk Michael J. Hickey, Jr., and Jonathan H. Freedman

ALSO PRESENT: Town Administrator Melissa Malone and Executive Assistant Trish O'Neil

ABSENT: Richard P. Jennett, Jr.

After calling the public meeting to order at 6:05 p.m., noting that a quorum was present and that the meeting had been duly posted, the Chair requested a motion to enter into Executive Session to discuss matters pertaining to strategy related to collective bargaining/litigation 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. Freedman, seconded by Mr. Hickey, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Chair announced that the meeting would return to Open Session at approximately 7:00 p.m. The Board entered into Executive Session at 6:08 p.m.

Open Session was reconvened at 7:06 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS

Ms. Mistrot introduced and welcomed the new Town Administrator, Melissa Malone.

An announcement was made regarding a presentation of the Master Plan Natick 2030 to be held on Wednesday, June 20th, from 4-8 p.m. at the Community-Senior Center.

Natick residents were invited to attend a marijuana community forum hosted by the Board of Selectmen on June 21st at 7:00 p.m. at Natick High School Auditorium to learn about and discuss regulating adult use (recreational) marijuana in Natick in preparation for the Fall Annual Town Meeting.

CITIZEN'S CONCERNS

Josh Ostroff, a Town Meeting member from precinct 6, welcomed the new Town Administrator and thanked the Board for their thorough selection process.

REQUESTED ACTION

1. Application for Common Victualer's License – Chipotle Mexican Grill: Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 4-0-0 in favor of approving the Common Victualer's license contingent upon issuance of all Board of Health permits and a certificate of occupancy. Mr. Freedman advised Deanna Bigwood, the manager of record, to apply for an entertainment license for piped-in music.
2. Application for Common Victualer's License – Muffin House Café, Inc.: Moved by Mr. Freedman and seconded by Mr. Hickey, the Board voted 4-0-0 in favor of approving the Common Victualer's license contingent upon receipt of all required documentation, Board of Health permits, and a certificate of occupancy.
3. Appointments to the Zoning Board of Appeals – Term Ending 5/1/2021: After an extensive follow-up discussion with Jason Makofsky (Mr. Makofsky's reappointment having previously been challenged by his neighbors) to ensure that appropriate measures have been taken by him to comply with a previous decision by the Zoning Board regarding his property, and expressing satisfaction that they had, the Board voted 4-0-0 in favor of his reappointment on a motion by Mr. Freedman, seconded by Mr. Hickey. The Board then interviewed Michael Lynch and voted to approve his appointment by a 4-0-0 vote on a motion by Mr. Hickey, seconded by Ms. Salamoff.
4. Cheesecake Factory – Application for a Change in Hours for an All-Alcohol On-Premises License: Attorney Andrew Upton, accompanied by the manager of record, Corey Dugan, explained that the restaurant is expanding its brunch offerings throughout the country, thus the request to expand its alcohol serving hours. Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 4-0-0 in favor.
5. Anthony's Coal Fired Pizza – Application for a Common Victualer's License: Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 4-0-0 in favor of approving the license contingent upon receipt of all Board of Health permits and a certificate of occupancy. Mr. Freedman advised Attorney Upton, present on behalf of the restaurant, to apply for an entertainment license for piped-in music if needed.
6. Public Hearing – Application for a New All-Alcohol On-Premises License – Anthony's Coal Fired Pizza: Mr. Hickey read the Public Hearing Notice aloud. The Board voted 4-0-0 to open the Public Hearing on a motion by Mr. Freedman, seconded by Mr. Hickey. After extensive discussion, and seeing no comment or questions from the public, Mr. Freedman, seconded by Ms. Salamoff, moved to close the Public Hearing and the Board approved the motion by a vote of 4-0-0. On the condition that the restaurant meets the 100-seat requirement for an all-alcohol license, and contingent upon receipt of all necessary approvals, the Board voted 4-0-0 in favor of the license on a motion by Ms. Salamoff, seconded by Mr. Freedman.

DISCUSSION AND DECISION

1. Discuss and Approve Letter of Commendation for Bill Chenard, Deputy Town Administrator for Operations: The Board presented a letter of commendation to Mr. Chenard, Mr. Hickey reading it aloud, for his outstanding service to the Town of Natick, both as Acting Town Administrator and in his previous and current role as Deputy Town Administrator for operations. Ms. Salamoff moved

that the Board adopt the letter of commendation and that it be placed in his personnel file. Mr. Freedman seconded the motion with a friendly amendment to approve rather than adopt the letter. The Board voted 4-0-0 in favor.

2. Appointment of Bill Proia as Pro Bono Legal Counsel for the Sawin House Advisory Committee: Moved by Mr. Hickey and seconded by Mr. Freedman, the Board voted 4-0-0 to appoint Attorney Bill Proia as pro bono legal counsel in connection with the preservation of the Thomas Sawin House in accordance with the mission of the Sawin House Advisory Committee as outlined by Town Meeting action, subject to oversight by Town Counsel in accordance with Town bylaws, and to ratify Attorney Proia's actions to date.
3. Treasurer – Establish Useful Life for Equipment in Anticipation of Borrowing: Moved by Mr. Freedman and seconded by Ms. Salamoff, the Board voted 4-0-0 that the maximum useful life of the departmental equipment listed below to be financed with the proceeds of the borrowing authorized by the following votes is hereby determined pursuant to G.L. c.44 §§7(1),8(7A)(15) to be as follows:

<u>Article</u>	<u>Purpose</u>	<u>Amount</u>	<u>Maximum Useful Life</u>
Fall Annual Town Meeting - 2017			
9, Motion C, Item 9	Chlorine Gas Scrubber	\$320,000	10 years
9, Motion B, Item 7	SCBA gear	\$350,000	7 years
9, Motion C, Item 8	SCADA equipment	\$125,000	10 years
Spring Annual Town Meeting - 2018			
13, Motion C, Item 1	Dump truck, W-26	\$220,000	10 years
13, Motion C, Item 2	Fire alarm and signal bucket truck, S-5	\$200,000	10 years
13, Motion G, Item 1	Greens mower	\$38,000	5 years
13, Motion G, Item 2	Trim mower	\$35,000	5 years
13, Motion G, Item 3	Main pump heads	\$35,000	10 years

4. Director of Public Works – Curbside Collection of Solid Waste & Recycling Policy Revision – Draft: Mr. Marsette stated that a request by a nonprofit, Family Promise MetroWest, to have their trash and recycling picked up by the DPW prompted a review and resulting comprehensive update of the Board's Rubbish Collection Policy adopted in 2000. If approved by the Selectmen, the proposed policy, in addition to other updates, would formalize the curbside collection of solid waste and recycling for small, nonprofit charitable entities, including Family Profit MetroWest. Other nonprofits interested in the service would need to make a request in writing to the DPW. Moved by Ms. Salamoff and seconded by Mr. Freedman, the Board voted 4-0-0 to approve the policy and have it supersede the prior policy.
5. Review Administrative Approval of Various Licenses and Permits: Ms. Malone gauged the interest of the Board in an administrative license approval policy that would remove some of the burden from the Board and provide a more streamlined, efficient process for license applicants. The Board expressed interest and asked that Ms. Malone bring a plan forth on an upcoming agenda.

BOARD OF SELECTMEN UPDATES

Steve Levinsky, Natick Center Cultural District – Quarterly Update: Mr. Levinsky provided his quarterly update, which included strategic goals and priorities for the year, a rundown of partnered programs and sponsored programs, as well as an overview of the Cultural District's revenue and expenses.

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 Ms. Salamoff asked to have item 19 removed in order to make a point. Moved by Mr. Freedman and seconded by Mr. Hickey, the Board voted unanimously to approve the remainder of the Consent Agenda conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

- a. STRIVERS Jingle Bell Family Run on 12/2/18
- b. Prospect Street Block Party on 6/23/18 (rain date: 6/24/18)
- c. Flutie 5K Banner from 9/10-9/16/18
- d. Natick Artists Open Studios Banner from 10/15-10/21/18
- e. Town Common use by the Natick Center Cultural District for Multi-Cultural Day on 8/25/18
- f. Street closures for Natick Center Cultural District for its annual Art Walk on 7/19/18 and for Natick Artists Open Studios event on 9/20 and 9/21/18
- g. Street closure for Rec & Park Natick Days on 9/8/18 (rain date: 9/9/18)
- h. Weekly warrant review for 9/9/18

Regarding item 19, Ms. Salamoff wanted to be sure that if requested by another entity, Natick Days would relinquish one of their three requested weeks to hang a banner and was assured that that is the usual practice. Moved by Ms. Salamoff and seconded by Mr. Hickey, the Board unanimously approved hanging of the Natick Days Anniversary banner for a week (8/20-8/26/18) additional to the two weeks previously approved.

SELECTMEN SUBCOMMITTEE / LIAISON UPDATES

Mr. Hickey stated that he attended a West Natick Fire Station public forum, which he described as a productive meeting. In attendance were Building Committee members, the Fire Chief and several deputies, as well as 10-12 immediate neighbors. Asked by Ms. Mistrot about the anticipated timeline for the new fire station, Mr. Hickey stated that the Committee was waiting on construction documents to determine the final pricing.

Mr. Freedman said that the OPM, architect, and Kennedy Middle School Building Committee are working collaboratively and the permitting process has begun. A formal presentation will happen in the next 6-12 weeks and the project is on schedule and within budget.

Mr. Freedman said that an Audit Advisory Committee meeting will be arranged in the near future.

Ms. Salamoff stated that the Economic Development Committee had a very successful meeting with representatives from the Strathmore Road industrial area, and that the exciting news is that the executive director of the 495 MetroWest Partnership and the head of Life Sciences consider Natick to be well positioned to be a welcoming community for life sciences and other development.

Ms. Mistrot stated that the last Financial Planning meeting was canceled due to the lack of a quorum but that she has had a preview of documents related to budget timing and expectations, which she will look forward to sharing at the next meeting.

TOWN ADMINISTRATOR NOTES

Ms. Malone thanked Mr. Chenard for his assistance and noted that she is looking forward to their partnership, feeling that she is establishing a great rapport with what she feels will be a great team, noting that she believes Natick is poised for great things.

SELECTMEN'S CONCERNS

Ms. Salamoff asked how end-of-year transfer requests are proceeding and Mr. Chenard stated he is preparing documentation.

Ms. Salamoff asked about Fourth of July arrangements and was informed that a golf cart has been ordered along with "Board of Selectmen" signs for the cart.

ADJOURNMENT

On a motion by Mr. Freedman, seconded by Mr. Hickey, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 9:55 p.m.

Michael J. Hickey, Jr., Clerk

Submitted by Trish O'Neil

June 11, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on
October 15, 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

July 9, 2018

5:00 PM

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

ALSO PRESENT: Town Administrator Melissa Malone and Executive Assistant Trish O'Neil

After calling the public meeting to order at 5:06 p.m., noting that a quorum was present, the meeting had been duly posted, and the meeting was being recorded, the Chair requested a motion to enter into Executive Session to discuss the purchase, exchange, lease, or value of real property (Sawin House, Mechanic Street, 22 Pleasant Street, and Winona Farm) and strategy with respect to litigation (JLMC-15-4932, further response to E.L. Harvey demand letter, and Massachusetts Opioid Litigation Attorneys [MOLA]), where discussion in Open Session may have a detrimental effect on the Board of Selectmen's negotiating and litigation positions and the Town's interests. Mr. Jennett, seconded by Mr. Hickey, moved to enter into Executive Session and, by a roll call vote, all Board Members voted in favor of the motion. The Chair announced that the meeting would return to Open Session at approximately 7:00 p.m. The Board entered into Executive Session at 5:10 p.m.

Open Session was reconvened at 7:33 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS

Chief Hicks was present to announce that Lt. Kara Rossi was the recipient of the Massachusetts Association of Women in Law Enforcement (MAWLE) Award for Mentoring and was honored at the Larz Anderson Museum in Brookline on June 19th. The Chief of Police and the Board Members congratulated Lt. Rossi on her achievement and Lt. Rossi extended her thanks to all.

CITIZEN'S CONCERNS

None.

REQUESTED ACTION

1. Public Hearing – Application for Change in Beneficial Interest – DDH Hotel Natick Speen, LLC d/b/a Hampton Inn: 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. Hearing no comments from the

Board or the public, Mr. Hickey, seconded by Mr. Jennett, moved to close the Public Hearing and the Board voted 5-0-0 in favor of the motion. The Board approved the change in beneficial interest, filed due to the retirement of David Shamoian (with his interest to be distributed among the remaining members), by a vote of 5-0-0 following a motion by Mr. Freedman that was seconded by Mr. Jennett.

2. Public Hearing – Application for Change in Beneficial Interest – DDH Hotel Natick Worcester, LLC d/b/a Crowne Plaza: 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. Hearing no comments from the Board or the public, Mr. Freedman, seconded by Mr. Jennett, moved to close the Public Hearing and the Board voted 5-0-0 in favor of the motion. The Board approved the change in beneficial interest, filed due to the retirement of David Shamoian (with his interest to be distributed among the remaining board members) by a vote of 5-0-0 following a motion by Mr. Freedman that was seconded by Mr. Jennett.
3. The Beer Mobile, Inc. (in Conjunction with Barleycorn's) – Request for a One-Day Liquor License for Natick Nights, 7/19/18, 4-8 PM, Parking Lot at 21 Summer Street: The application was withdrawn by the applicant.
4. Appointments to the Community Service Advisory Committee – Terms Expire 6/30/2021: Applicant Kelsey Hampton could not be present this evening. After Rachele Manning provided background information, the Board appointed her to the Committee by a vote of 5-0-0 on a motion by Mr. Freedman that was seconded by Mr. Jennett.
5. Request to Occupy a Public Way – Bryan Blackerby, R. Zoppo Corporation: Having met with Mr. Blackerby this morning to discuss the logistics of repair work to be done to the outbound staircase at the Natick Center MBTA Station, Lt. Lauzon spoke on behalf of Mr. Blackerby, providing answers to the Selectmen's queries and a positive recommendation to approve the request. On a motion by Ms. Salamoff, seconded by Mr. Freedman, the Board voted 5-0-0 in favor.
6. Police Chief:
 - a. Appointment of Reserve Officers: Chief Hicks requested the Board appoint Katelyn Pfeifer, Brandon Marlow, Allison Lucenta, and Jaime Verner as Permanent Reserve Police Officers contingent upon satisfactory completion of a medical examination, final background checks and/or investigations, psychological examination, physical abilities test and any other requirements necessary for successful certification with the Commonwealth of Massachusetts Human Resource Division. Moved by Ms. Salamoff and seconded by Mr. Hickey, the Board voted 5-0-0 in favor of appointing all four candidates.
 - b. Safety Committee Recommendations: Chief Hicks requested approval of seven Safety Committee Recommendations. Moved by Mr. Freedman and seconded by Mr. Hickey, the Board voted 5-0-0 in favor of the following six requests (with a separate motion for the seventh recommendation, as below):
 - i. To erect an MUTCD-approved STOP Bar, STOP Sign, and stenciled STOP on Jefferson Street at Lincoln Street Extension

- ii. To erect an MUTCD-approved STOP Bar, STOP Sign, and stenciled STOP on Rockland Street at Everett Street
- iii. To add a parking restriction to the Traffic Rules & Orders to restrict parking on Tech Circle on the north side, in front of #4 Tech Circle (Accept Education Collaborative), between utility pole numbers 3 and 584/2 so that the loading dock at #7 Tech Circle (Genelec) can be accessed
- iv. To erect a "HIDDEN DRIVEWAY" sign on the westbound side of Commonwealth Road at the Natick town line
- v. To erect a "HIDDEN DRIVEWAY" sign on the southbound side of Farwell Street prior to the driveway of 36 Rockland Street in an appropriate location
- vi. To erect a "NO PARKING HERE TO CORNER" sign on both sides of Arrow Path from center island to Union Street
- vii. To hold a Public Hearing to change the address of 10 Border Road to 19 Winslow Road on a motion by Mr. Jennett, seconded by Ms. Salamoff

7. Sustainability Coordinator: Ms. Wilson Martin provided the following updates.

- a. Municipal Vulnerability Program Update and Action Grants: With the assistance of \$65,000 in grants from the Massachusetts Executive Office of Energy and Environmental Affairs, Natick will undertake:
 - i. A tree planting plan to mitigate heat islands and reduce storm water runoff
 - ii. A water conservation educational campaign in conjunction with the launch of the Town's new WaterSmart technology platform
 - iii. The development of Low Impact Development (LID) zoning regulations (which will be spearheaded by Victoria Parsons, the Town's Conservation Officer)

These projects were priorities arrived at by participation in a series of Community Resilience Building Workshops held in October of 2017.

- b. Donation from St. Paul's Church: Moved by Mr. Jennett and seconded by Mr. Freedman, the Board voted 5-0-0 in favor Ms. Wilson Martin's request to accept a \$502 donation from St. Paul's Church to be used to support sustainability efforts.
- c. Letter to Legislature RE: Solar Demand Charges: With legislation now pending in the Senate to eliminate demand charges that Eversource is attempting to impose on new solar customers, Ms. Wilson Martin asked the Board to approve letters, crafted with the assistance of Solarize Mass and the Sustainability Committee, to be sent on behalf of the Town to Representative David Linsky and Senators Richard Ross and Karen Spilka, before the end of the current session, asking them to take action to clarify that mandatory demand charges are not appropriate for residential customers. Ms. Wilson Martin reminded the Board Members that they had previously approved a letter to the Department of Public Utilities asking that demand charges for new solar customers be reconsidered and that she had acted as an intervener in the Eversource Rate Case because of the impact it was anticipated to have on Natick's solar projects. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to send such letters to the legislators.

BOARD OF SELECTMEN UPDATES:

1. Town Administrator – FY 2019 Tax Bills: Together with Town Administrator Melissa Malone, Deputy Town Administrator/Director of Finance John Townsend, Assessor Jan D'Angelo, and Assistant Assessor Eric Henderson explained the reasons why tax bills have increased (some by a significant amount) compared with FY 2018 tax bills, including being based on current market conditions, it being a Department of Revenue recertification year, and a 2.5% projected increase in the tax rate. Residents were advised that their January 2019 bills would either remain the same or decrease, and were encouraged to contact the Assessor's Office with concerns about the accuracy of their bills.
2. Walker Consultants – Parking Garage Study Update: Providing tonight's update were Brandon Schrenker and Art Stadig of Walker Consultants and present were Jamie Errickson, Community & Economic Development Director and Ted Fields, Senior Planner. The Walker Consultants representatives gave a PowerPoint presentation outlining primary goals, development of various garage options, design considerations, and preliminary cost estimates, ranging from \$10 to \$15 million. Mr. Fields explained that a public forum will be held to review preferred concepts with stakeholders and the public with two final concepts selected to be presented to the Board of Selectmen in the late fall of 2018.

DISCUSSION AND DECISION

1. Director of Community & Economic Development – Cochituate Rail Trail Project: Town Counsel Karis North provided explanations and information on the various votes needed from the Board.
 - a. Ms. Salamoff moved that for the property located at 341 and 342 Speen Street, Natick, MA, in connection with the Town's Cochituate Rail Trail project and under the authority granted to the Board of Selectmen under Article 26 of the 2018 Spring Annual Town Meeting, the Board of Selectmen vote to accept and sign the Grant of Permanent and Temporary Easements from HD Development of MD to the Town of Natick and vote to pay HD Development of MD the appraised value for such Grant, of \$20,400.00. Mr. Jennett seconded the motion and the Board voted 5-0-0 in favor.
 - b. Ms. Salamoff moved that the Chair the Chair of the Board of Selectmen be authorized sign the required MassDOT/Federal Highway property affidavits, once completed, and that the Board of Selectmen be authorized sign the MassDOT Traffic Control Agreement, once completed. Mr. Jennett seconded the motion and the Board voted 5-0-0 in favor.
 - c. Ms. Salamoff moved that for property located at 82 North Main Street, under the authority of the Board of Selectmen under Article 26 of the 2018 Spring Annual Town Meeting, the Board of Selectmen vote to accept and sign the deed from MCREF to the portion of the parcel which will be known as 0 North Main Street, which is being transferred to the Town pursuant to Planning Board decision 11-09, dated April 17, 2009; vote to declare and dedicate portions of the Town-owned parcel for construction purposes and for perpetual public access, public ways and public sidewalks; and vote to authorize an Order of Taking and authorize to sign an Order of Taking, to be signed and recorded only if the deed transfer recording from

MCREF referenced above does not happen by noon on Thursday July 12, 2018. Mr. Jennett seconded the motion and the Board voted 5-0-0 in favor.
The Board members signed the deed acceptances.

2. Administrative Approval of Various Licenses and Permits: Mr. Hickey asked to postpone this item to the July 23rd agenda.

CONSENT AGENDA

The Chair asked if any members of the public or the Board would like to discuss any item on the Consent Agenda and no discussion was requested. Moved by Ms. Salamoff and seconded by Mr. Hickey, 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. Weekly warrant reviews for 6/26/18, 6/30/18, 7/1/18, and 7/3/18
- b. Acceptance of donation from Eastern Bank to the Recreation and Parks Department
- c. Request of the Natick Center Cultural District to paint an electrical box
- d. Request for exemption from town bylaws, Chapter 41, Section 4 for Michael Fitzpatrick (Tutor/Mentor ASAP / Beach Attended Recreation & Parks)

TOWN ADMINISTRATOR NOTES

None.

SELECTMEN'S CONCERNS

None.

ADJOURNMENT

On a motion by Mr. Hickey, seconded by Mr. Freedman, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at 10:46 p.m.

Michael J. Hickey, Jr., Clerk

Submitted by Trish O'Neil

July 9, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on October 15, 2018

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BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

COMMUNITY-SENIOR CENTER GREAT ROOM – 117 EAST CENTRAL STREET

July 30, 2018

6:00 PM

PRESENT: Chairman Amy Mistrot, Vice Chair Susan Salamoff, Clerk., Michael Hickey, Jonathan Freedman, Richard P. Jennett

ALSO PRESENT:

Board of Health: Chairman Don Breda, Ian Wong

Finance Committee members: Chairman Patrick Hayes, Dirk Coburn, David Coffey, Jeff DeLuca, Bruce Evans, David Gallo, Mike Linehan, Dan McCauley, Jim Shurlock, Dan Sullivan, Kristine Van Amsterdam, Linda Whollschlager,

Planning Board members: Chairmain Glen Glater, Terri Evans, Jullian Munich, John Wadsworth

Town Staff: Town Administrator Melissa Malone; Police Chief James Hicks, Board of Health Director, Jim White, Director of Community and Economic Development Committee, Jamie Erickson; Town Planner, Ted Fields, Attorney Katie Laughman of KP Law, PC.

The meeting convened at 6:00 p.m.

CITIZEN'S CONCERNS

No citizen's concerns

DISCUSSION AND DECISION

1. Discussion of adult-use marijuana regulation implementation

Mr. Erickson gave a presentation on Adult Use Marijuana in Natick. Mr. Erickson identified the staff working group as well as relevant town boards and committees who have been providing input along the process. Mr. Erickson outlined the timeline from 2016 when the state-wide vote on adult marijuana use took place through December of 2018 when the Town will be seeking approval of local regulations and policies, including when the Board of Selectmen provided direction to develop responsible regulations after the Cannabis Control Commission regulations were published during the spring of 2018. Mr. Erickson also identified which regulations and/or policies would regulate marijuana use such as health, zoning, and licensing issues and which boards would be responsible for each type of regulation.

Mr. Erickson shared a Town of Natick map on which where possible areas for both industrial use and retail use overlay districts. The map reflected where schools, both public and private, are located with required buffer zones drawn around each to identify the locations that had to be eliminated from consideration. As

well, similar buffer zones were drawn around major playgrounds to provide a similar area of protection from where children would congregate.

Questions, concerns, and input was received by all board members present in a planned rotation to allow for equal access for all boards and to provide at least one opportunity for each member to engage on the topic.

No votes were taken on this topic. The meeting was intended to share an update on the current process for responsible regulation and provide feedback/general direction to the working group as they finalize the work needed to create the warrant articles ahead of the required action during Town Meeting.

Documents: Adult use Marijuana in Natick Presentation dated June 21, 2018
Draft - Zoning Map of Natick reflecting possible overlay districts

2. Discussion of the downtown parking garage project

Mr. Errickson shared a history of the downtown parking garage and summary of events that have led to the current Walker Consultant proposal for four possible parking garage options.

In June, 2017 an RFQ was issued to select a consultant to prepare a comprehensive Natick Center Parking Garage Feasibility Study for the existing municipal parking lot at 20 Middlesex Avenue. Walker Associates conducted the feasibility study which Town Planner, Ted Fields presented to the Boards. The study included an existing conditions assessment of the of the project site, a market analysis, and public outreach to discuss the existing parking challenges, the type and style of a future garage, the mixed-use development in the down town area and financing options for a potential garage. Four potential garage design concepts were presented.

Mr. Errickson, Mr. Fields and Ms. Malone addressed questions from all board members in a planned rotation to maximize participation from each board and to allow all members to ask at least one question.

No action was taken on this topic. The meeting was intended to share information to the relevant boards who could in turn provide feedback and direction to the Community and Economic Development office on the four possible parking garage options from which two options might be put forth for further development.

Documents: Town of Natick Parking Structure Feasibility presentation prepared by Walker Consultants, VHB and Abramson & Associates, Inc. dated July 26, 2018.

SELECTMEN'S CONCERNS

There were no selectmen's concerns.

ADJOURNMENT

The meeting adjourned at 9:50 p.m.

July 30, 2018

Michael J. Hickey, Jr., Clerk

July 30, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____, 2018

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

October 1, 2018

6:00 PM

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

ALSO PRESENT: Town Administrator Melissa A. Malone and Executive Assistant Trish O'Neil

ABSENT: Jonathan Freedman

NOTES: No public hearing was opened prior to the advertised time of 7:00 p.m. Executive Session was scheduled at the conclusion of Open Session.

The Chairman called the meeting to order at 6:03 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 Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

PRESENTATION OF RESOLUTION IN HONOR OF LYNDIA SIMKINS, FORMER EXECUTIVE DIRECTOR OF THE NATICK COMMUNITY ORGANIC FARM: Ms. Salamoff invited Ms. Simkins to the podium, where Ms. Salamoff read aloud a Resolution from the Board of Selectmen in recognition of Ms. Simkins' 38 years of devoted service, first as Director, then Executive Director, of the Farm. Ms. Salamoff announced the Resolution would be read into the official record of Town Meeting as well. The Board and Ms. Simkins exchanged thanks and good wishes.

ANNOUNCEMENTS

Ms. Malone announced that a resident notified the Selectmen's Office of receipt of an email from Invoice Cloud, a vendor previously used by the Town, requesting credit card information. Ms. Malone advised the public not to respond since that company is no longer a contracted vendor with the Town, which now uses UniPay.

Ms. Mistrot announced that Paul Carew, Natick's Veterans' Services Officer, would be attending the next Selectmen's Meeting on October 15th to inform residents about upcoming activities related to the 100th anniversary of Veterans' Day.

CITIZEN'S CONCERNS

None.

APPOINTMENTS:

1. Vincent Vittoria – Interview for Appointment to the Design Review Board (Term Expiration 6/30/2020): After interviewing the applicant, a six-year Natick resident with an interest in retaining and enhancing the character of the Town Center buildings, the Board voted 4-0-0 to appoint Mr. Vittoria to the Design Review Board on a motion by Mr. Hickey, seconded by Mr. Jennett.
2. Interviews for Appointment to the Zoning Board of Appeals (Associate Member, Term Expiration 5/1/2021): Interviews will be held at the October 15th meeting since the only application submitted was received very late last evening.
3. Connie Pitt – Interview for Appointment to the Council on Aging (Term Expiration 6/30/2021): Ms. Pitt arrived later in the evening. With a 40-year work history in information technology, this applicant, who lives in downtown Natick and volunteers at the Community-Senior Center, was appointed to the Council by a vote of 4-0-0 on a motion by Mr. Jennett, seconded by Ms. Salamoff.
4. Beverly Klau – Interview for Appointment to the Cultural Council (Term Expiration 6/30/2020): This eight-year Natick resident with a background in art history who is involved in the "Help Us Greet" (HUG) Program, which welcomes all new students and parents to the Brown School, and who wishes

to be more civically focused, was appointed to the Council by a vote of 4-0-0 on a motion by Ms. Salamoff, seconded by Mr. Jennett.

REQUESTED ACTION

1. Nordstrom's – Application for a Change in Officers: Attorney Trish Farnsworth noted that Vincent Rossetti and Anne Bramman are to be the new Vice President of Restaurant Operations and the new CFO, respectively. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 4-0-0 to approve the change.
2. Natick Service Council – Application for One-Day Alcohol License: Lauren Mann, Director of the Council, requested a one-day license to serve alcohol at the annual fall fundraiser at Walnut Hill School. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 4-0-0 to approve the license and to waive the \$50 fee for this nonprofit.
3. Public Hearing – Morse Tavern Application for Alteration of Premises: Mr. Hickey read the Public Hearing Notice aloud. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 4-0-0 to open the Public Hearing. Attorney George Piandes presented with the owners, John and Sharon Stournaras, to explain that the alteration in premises consists of transferring 14 seats from high-top tables to the bar area, increasing seating at the bar from 11 to 25 seats, but with no increase in the restaurant's overall seating capacity. The goal is to make service to patrons more efficient. Ms. Mistrot expressed concern that expansion of the bar will lead to less emphasis on food consumption. Mr. Stournaras noted that their establishment is a restaurant first, with food the priority, noting that all patrons are given a menu regardless of where they sit. Mr. Hickey asked that the owners be very cognizant of and courteous to their neighbors, especially relating to late night activities and conversations in the parking lot, and Mr. Stournaras promised to take any measures necessary to address any concerns whatsoever. Ms. Mistrot asked that the balance between food and alcohol be watched very closely so as to avoid a dangerous situation. With no comments or questions from the public, Ms. Salamoff, seconded by Mr. Hickey, moved to close the Public Hearing and the Board voted 4-0-0 in favor. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 4-0-0 to approve the alteration in premises.
4. Public Hearing – Dave & Buster's Application for S. 12 Restaurant All-Alcohol License: Mr. Hickey read the Public Hearing Notice aloud. On a motion by Mr. Jennett, seconded by Mr. Hickey, the Board voted 4-0-0 to open the Public Hearing. Attorney Joseph Tarby of Murtha Law, representing Dave & Buster's, introduced Jill Valachovic, corporate officer, and Jason Patton, proposed manager of record, to discuss licenses required for their full-service restaurant and video arcade at Natick Mall in the space formerly occupied by Sears, some of the final steps needed prior to opening. After much discussion among the Board Members and the representatives for Dave & Buster's, Josh Ostroff spoke as a member of the public and a previous member of the Board, stating it might be beneficial to review Natick's alcohol rules and regulations to ensure that the alcohol license issued is the appropriate one, consistent with the practices of the establishment. Ms. Salamoff suggested perhaps putting off the decision until the next meeting to do a little more research. Attorney Tarby reminded the Board that planning has been ongoing for well over a year, beginning initially with a meeting with Town Officials, including the Director of Community & Economic Development, Lt. Lauzon, Selectman Freedman, Deputy Town Administrator Chenard, the Planning Board, et al., followed by substantial input from residents in the area and a great deal of time ensuring compliance with Town regulations. Ken Labarre of General Growth Properties (Natick Mall) also reminded the Board that a lease has been signed and construction is underway. Seeing no other public comment, the Board voted 4-0-0 to close the Public Hearing on a motion by Mr. Jennett, seconded by Mr. Hickey. Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 4-0-0 to approve the requested license.
5. Dave & Buster's
 - a. Common Victualer's Application: Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 4-0-0 to issue a common victualer's license.
 - b. Entertainment Application for Weekdays and Sundays: Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 4-0-0 to approve issuance of weekday and Sunday entertainment licenses as presented on the application.
 - c. Automatic Amusement Application: Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 4-0-0 to issue an automatic amusement device license for 152 devices.
6. Economic Development Committee – Revise Composition: Postponed to 10/15/18 meeting.
7. Procurement Officer – Approve Contracts:
 - a. Parking Ticket Collection Contract Extension: Moved by Mr. Jennett and seconded by Mr. Hickey, the Board voted 4-0-0 to exercise the second extension of the Town's current

- contract with Municipal Citation Solutions, LLC at a rate of \$14,000/year. Term expiration date: 11/27/19. Funding: \$14,000-Police Department Operating Budget.
- b. Evergreen Well No. 3 Rehabilitation: Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 4-0-0 to award the contract to Denis L. Maher Co., LLC in the amount of \$13,240 for the main bid work. Funding: \$13,240-DPW/Water/Sewer Operating Budget.
 - c. North Main Street/Route 27 Appraisal Services: Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 4-0-0 to award the contract to Guidry & Platt Real Estate Analysts for \$1,053 per property to appraise Route 27 properties with temporary easements only and \$1,328 per property to appraise Route 27 properties with temporary easements, permanent easements, and takings. Funding: 2018 Spring Annual Town Meeting, Article 25-\$285,000-Free Cash.

DISCUSSION AND DECISION

- 8. Custodial Cleaning Contract:
 - a. Terminate for Convenience, Effective 10/1/2018, with Last Date of Service 11/1/2018, Greenlife Janitorial: Ms. Malone noted the current custodial cleaning contract's provision that allows the Town to terminate for convenience. Moved by Ms. Salamoff and seconded by Mr. Hickey, the Board voted 4-0-0 to terminate the contract for convenience. Funding: Facilities Department Operating Budget.
 - b. Award Contract, Effective 11/2/2018, to SJ Services: This vendor was obtained from the State's procurement list. Moved by Ms. Salamoff and seconded by Mr. Hickey, the Board voted 4-0-0, the Board voted 4-0-0 to award the custodial cleaning services contract to S.J. Services, Inc. at a rate of \$19.23/hour. The term of the contract shall begin on 11/2/18 and last through 1/31/2019. Funding: Facilities Department Operating Budget.
- 9. Public Hearing – 2019 Licensing Fees: After some discussion, the Board voted to continue the Public Hearing to the 10/15/18 meeting, at which time decisions regarding fee increases will be made.
- 10. Review of 2018 Fall Annual Town Meeting Warrant Articles: Discussion ensued among the Board Members and the following votes were made.

<u>Article No.</u>	<u>Motion</u>	<u>1st</u>	<u>2nd</u>	<u>Action</u>	<u>Vote</u>
17		Mr. Jennett	Ms. Mistrot	Referral to Sponsor	3-0-1
				Mr. Hickey abstained	
32		Ms. Salamoff	Mr. Jennett	Favorable Action	4-0-0
35		Mr. Jennett	Mr. Hickey	Referral to Sponsor	4-0-0
38		Mr. Jennett	Mr. Hickey	Referral to Sponsor	4-0-0
39		Ms. Salamoff	Mr. Jennett	Referral to BOS	4-0-0
41		Mr. Hickey	Ms. Salamoff	Favorable Action	1-2-1
				Mr. Jennett & Ms. Mistrot cast dissenting votes	
				Ms. Salamoff abstained	

Regarding Article 17: Ms. Mistrot read a memo into the record from Bob Awkward stating the sponsors would like to allow the BOS to continue its process to acquire the property at 22 Pleasant Street and refer the Article back to its sponsor.

Regarding Article 35: Tony Lista, the sponsor of this Article, stated he will likely withdraw his Citizen's Petition given the legal opinion provided by Town Counsel that the Town has no authority to regulate elections, but wanted the Board to understand his reasons for the petition. With immigrant parents who worked very, very hard to make their way in this country and to become United States citizens, Mr. Lista places great value on citizenship and feels that voting should be a privilege granted only to citizens.

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 4-0-0 to approve the Consent Agenda conditional upon the fulfillment of all recommendations from Town Agencies and/or Departments. The following items were approved:

- a. Reappointment of Avigail Shimshoni as the Natick Center Associates Designee to the Design Review Board (term expiration: 6/30/2021)
- b. Resignation of Rick White from the West Natick Fire Station Building Committee

- c. Banner Requests for Sustainability and DPW
 - DPW-Recycling Banner 11/7-11/18/18
 - DPW-Textiles Banner 11/19-11/25/18
 - Sustainability-Water Conservation Banner 3/27-4/7/19
 - Sustainability-Earth Day Banner 4/22-4/28/19
 - Sustainability-Water Conservation Banner 5/6-5/12/19
- d. Small Business Saturday Proclamation
- e. November 6, 2018 State Election Warrant
- f. Meeting minutes for 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
- g. Carry the Fallen Ruck March 11/10/18

ADJOURNMENT: At 10:37 p.m., the Chair asked for a motion to enter Executive Session. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 4-0-0, confirmed by a roll call vote, to enter Executive Session. The Chair noted that the Board would not return to Open Session.

Michael J. Hickey, Jr., Clerk

Submitted by Trish O'Neil

October 1, 2018 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on October 15, 2018

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ITEM TITLE: Correspondence 10/15/18


ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence	10/12/2018	Cover Memo

Opioid Overdose Prevention:

Reducing the risk of overdose,
recognizing the signs, and
responding to save a life.



**Addiction
Resource Center**

**Monday,
October 22nd, 2018
6:30-8:30 PM**

**Natick Community-Senior Center
117 E. Central Street, Natick
2nd floor**

**6:30-7:30 PM: Opioid overdose
prevention training**

**7:30-8:30 PM: Naloxone
(Narcan) training/distribution
and open house of resources
for individuals and families,
including treatment
navigation**

**A free workshop, open to all
community members who would like
to know how to respond to prevent
and respond to opioid overdose.**

This one hour workshop presented by Katie Sugarman, Prevention & Outreach Program Manager for the Natick Health Department, will provide participants with an overview of opioid addiction, how to reduce the risk of overdose, how to recognize the signs of an overdose, and how to respond in order to save a life. If you know someone at risk of opioid overdose or just want to be better informed about overdose prevention and response, this workshop will provide helpful tips that could help you save a life.

Participants are invited to stay after the workshop to receive free overdose response kits that include the opioid overdose reversal agent naloxone (Narcan). Training and kits made possible through the Natick Health Department and generous funding from the MetroWest Health Foundation.



Questions? Contact Katie Sugarman at
csugarman@natickma.org or 508-647-6623.

**NATICK
ACTS**



Public Forum on Addressing the Opioid Crisis as a Community

Wednesday, October 24, 2018

7:00-9:00 PM

Natick Community-Senior Center

Great Room

117 E. Central Street, Natick

As communities across Massachusetts take steps to address the opioid crisis, Natick has mobilized municipal departments and organizations to come together to assist individuals and families who are dealing with addiction and work to reduce the risk of addiction for future generations. This event will provide an opportunity to continue an important community conversation about a critical health issue facing Natick residents.



Participants in this community forum will have the opportunity to: Learn more about the efforts that are underway to prevent and reduce opioid addiction in Natick; share their thoughts and input; and get information on how they can reduce the risk of addiction in their household and get involved in local efforts.

Registration is not required but is appreciated. For more information, go to <https://conta.cc/2O5m1zt> or contact Katie Sugarman at csugarman@natickma.org or 508-647-6623.



Dear Mr. Hladick,

My wife & I wanted to write a letter to you in regard to the outstanding actions of one of your employees, Tom Carrigg.

Mr. Carrigg is the driver for the trash route for Pauline Drive and continually does his job with professionalism and a great attitude.

My daughter Ellie, who is 2, is absolutely in love with big trucks right now and stands outside (with my wife) every Friday waiting in her safety vest to see the trash truck. Every other week Ellie gets a special treat and gets to see Jayson Palmer in the recycle truck as well.

Mr. Carrigg always takes time to wave, toot the horn and has on a couple occasions gotten out of the truck to high five Ellie. On Friday, September 7th though, Mr. Carrigg surprised Ellie with a red dump truck toy that he had purchased for her with his own money. Mr. Carrigg stated that he looked everywhere for a red trash truck, but was unable to find one. The fact that Mr. Carrigg "looked everywhere for a red trash truck" also tells me that this was something that he invested his own time in as well, which makes this unexpected present even more special.

As a police officer I know what a thankless job is and can only imagine that an individual who drives a trash truck for the town likely doesn't get recognized or thanked for their service. For this reason I wanted to make sure that Mr. Carrigg was singled out and that our appreciation for the kindness that he shows my daughter every week is recognized.

Ellie will continue to watch for Mr. Carrigg in the trash truck and Mr. Palmer in the recycling truck as both always brighten her day.

Thank you for taking the time to read our letter and we would appreciate it if you passed on our words to Mr. Carrigg and Mr. Palmer.

Sincerely,

Greg, Gayle & Ellie Lanoue
23 Pauline Drive

Greg, Gayle &

(Ellie)



John Spadaro

12 Whispering Lane • Natick, Massachusetts 01760 • Phone: 508-333-3544
E-Mail: John.A.Spadaro@Gmail.Com

Date: September 28, 2019

Melissa Malone
Town Administrator
13 East Central St.
Natick, Ma. 01760

Dear Melissa,

I have been a Natick resident for 19 years and a Sassamon Trace pass holder for 6 years.

This letter is in recognition of all the diligent work that has made Sassamon Trace one of the best maintained public courses in our area. The management, superintendent, and the grounds keeping crew have achieved a golf course that is an inspiration for other golf courses. Although Saasamon has a limited number of grounds crew personnel the course is kept in beautiful condition.

In addition, it is a common fact that the greens on a course are the most valuable asset. The greens at Sassamon Trace are in amazing shape. There was a large incremental step up in the greens quality when the greens roller was introduced two years ago. At that point it was like putting on private course quality greens. Instead of comparing the greens at Sassamon Trace with other public courses people started comparing them to private golf courses where they have a much larger grounds crew and budget. Also, July was an extremely hot month and some courses in our area lost some of their greens but Sassamon Trace just kept on going without issue.

We are lucky to have such attentiveness personnel maintaining Natick's only golf course. It is a wonderful benefit and attraction for anyone who golfs or is thinking about golfing to be in our community.

Sincerely,

John Spadaro

CC: Kurt McDowell



Patricia O'Neil <poneil@natickma.org>

Fwd: PLEASE RESPOND: NatickIsUnited Founders Meeting 10/11 with Program by Melissa Patrick

1 message

Sue Salamoff <ssalamoff@natickma.org>

Fri, Oct 5, 2018 at 6:47 PM

To: Melissa Malone <m Malone@natickma.org>, Selectmen <selectmen@natickma.org>

Hi Amy, Jon, Mike, Rick, and Melissa,
I was asked to invite members of the Board of Selectmen and individuals that might be interested to come to the Natick Is United Founders Meeting Thursday, October 11, 2018, 7:00-8:30 p.m. Information about the evening program is described in the forwarded message.
Sue

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

From: Lee Manuel <ridecrestedbutte@gmail.com>

Date: Fri, Oct 5, 2018 at 6:09 PM

Subject: Re: PLEASE RESPOND: NatickIsUnited Founders Meeting 10/11 with Program by Melissa Patrick

To: Sue Salamoff <ssalamoff@natickma.org>

Thanks for the heads up. Looking forward to seeing you, and engaging the Founders.

Would you mind extending the invite to other Selectmen or individuals that may not be on the actual Founders' List, but are interested in being a part of the conversation?

Have a great weekend!

Lee

On Fri, Oct 5, 2018 at 6:01 PM Sue Salamoff <ssalamoff@natickma.org> wrote:

I plan to come. I might be a few minutes late. An executive session Board of Selectmen meeting was scheduled this afternoon for October 11 from 5:30-7:00 p.m.

Sue

On Fri, Oct 5, 2018 at 4:59 PM Natick Is United <natickisunited@gmail.com> wrote:

NATICK IS UNITED

We stand together and we STAND UP for each other.

NIU - Reflecting on Change: Individual and Group Agency

Thursday, October 11th

From 7PM to 8:30PM

First Congregational Church

Dear Natick Is United Founding Members,

You are warmly invited to attend our Fall Founders' Meeting and group experience. We are very excited and fortunate to have Melissa Patrick, of Equity and Expectations, facilitating the program!

Discrimination comes in many forms, and one of the goals of Natick Is United is to offer opportunities for honest dialogue to create trust, understanding, and connection within the Leadership Team & Founding Members. Over the summer, Melissa met with members of the Leadership Team to help us consider what leads us to the work we do, and more specifically to think about what advocacy means to us as individuals, and as a group. It was a very powerful conversation, and as Melissa said, just the beginning.

Your voices are important! We hope that you will join with NIU Leadership to participate in this important discussion that will take us deeper into self-reflection of our work and our vision for the future. You will also get a sneak peek at our new website, and programming opportunities for 2018-2019. Light refreshments will be served.

Please RSVP to Lee Manuel at natickisunited@gmail.com by Tuesday, October 9th.

Sincerely,

Natick Is United

Natick Is United Leadership:

Myriam Hernandez Jennings, Coordinator & Co-Chair

Guimel DeCarvalho, Operations & Co-Chair

Lee Manuel, Logistics Coordinator & Co-Chair

Sal Banday, Founder, Moosa Academy

Pastor Vicky Guest, First Congregational Church, Natick

Christine Fortune Guthery, Natick Freedom Team Liaison, SPARK Kindness

Chief James Hicks, Natick Police Department

Saralyn Keller, First Congregational Church, Natick

Bev Klau, Founder, Brown School H.U.G. (Help Us Greet) New Families

Rabbi Dan Liben, Temple Israel

Michele Marotta, Associate Executive Director, SPARK Kindness

Anna Nolin, Interim Superintendent, Natick Public Schools

Melissa Patrick, Founder, Equity and Expectations

Star Potts, MSW

Sue Salamoff, Natick Board of Selectmen



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You are receiving this email because you opted in at our website or in person at an event.

Our mailing address is:

Natick Is United

P.O. Box 283

Natick, MA 01760-6040

Add us to your address book

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).



Susan G. Salamoff, Vice Chair
Natick Board of Selectmen

Please note that emails are considered a public record.

Susan G. Salamoff, Vice Chair
Natick Board of Selectmen

Please note that emails are considered a public record.



-PRIVATE & CONFIDENTIAL-

October 4, 2018

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

**Re: Comcast Government Relations – Contact Information
& Municipal-Emergency/Trouble Reporting Procedures**

Dear Chairman and Members of the Board:

In our effort to better assist our municipal customers, I am writing to share the contact information for the Comcast Sr. Manager of Government Relations with responsibility for your community.

Greg Franks is your point of contact at Comcast and can be reached either by telephone at **508-647-1418** or email at **Gregory_Franks@cable.comcast.com**.

Additionally, with the storm season fast approaching the New England area, we wanted to take this opportunity to once again provide you with the emergency reporting procedures for certain outside plant and service problems. For municipal buildings which may experience problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, Public, Education and Government (PEG) Access channels or to have our technical or construction staff on-site during an emergency, please follow the steps detailed below:

MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES
(Please note the XOC telephone number listed below IS NOT for public dissemination)

- **STEP 1 Dial:** 1-877-359-1821 (24/7 – XOC)
- **STEP 2 Select:** Option # 4 - Greater Boston or Western NE regions
- **STEP 3 Select:** Option # 4 - Commercial Accounts, Municipalities, Utilities, Police & Fire
- **STEP 4 Reason for call:**
 - Option # 1 - Down Wires (will be prompted to enter zip code)
 - Option # 2 - Pole or all other Municipal Issues
- **STEP 5 Speak with Rep. and obtain job reference #**

The steps above will put you in touch with our Excellence Operations Center (XOC), 24-hours a day-seven days a week.

Should you have any questions, please do not hesitate to contact Greg at the phone number or email address noted above. Thank you.

Very truly yours,

Gerald Buckley, Sr. Director
Government & Regulatory Affairs

Vineyard Engineering & Environmental Services, Inc.
Land Survey, Civil Engineering and Environmental Services
Offices in Stoneham, Plymouth and Vineyard Haven, Massachusetts
www.vineyardeng.com

October 4, 2018

Natick Board of Selectman
13 East Central Street, 2nd Floor
Natick, MA 01760

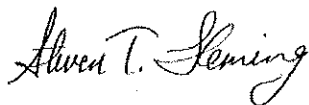
RE: RAM Completion and PSS with No Conditions
3 Stanley Street
Natick, Massachusetts 01760
DEP Release Tracking Number: 3-34510

Dear Sir/Madam,

On behalf of John Corliss (the property owner), Vineyard Engineering & Environmental Services, Inc. (Vineyard) has submitted a Release Abatement Measure Completion & Permanent Solution Statement with No Conditions to the Massachusetts Department of Environmental Protection (DEP) in connection with a release of No. 2 fuel oil from a former, exterior aboveground storage tank located at 3 Stanley Street in Natick, Massachusetts. DEP-approved Release Abatement Measures were conducted and have resulted in a Permanent Solution.

This public notification is being provided pursuant to the Massachusetts Contingency Plan (MCP) 310 CMR 40.1403(3)(f). The purpose of this letter is to inform you of the completion of these response actions. To obtain more information on the disposal site or the availability of the report, please contact the undersigned at 781.572.3272. No action other than the receipt of this letter is necessary by your office.

Sincerely,



Steven T. Fleming, LSP, LEP
President

cc: Natick Health Dept.
13 East Central Street, 2nd Floor
Natick, MA 01760

Project File: 2711 ENV

319 Main Street, Unit 2R
Stoneham, MA 02108
Phone: 781.572.3272/781.933.3330
Fax: 781.933.3334

Martha's Vineyard
PO Box 458
Vineyard Haven, MA 02568
Phone: 508.687.9437

2277 State Road, Suite L
Plymouth, MA 02360
Phone: 508.591.4144
Fax: 774.773.2063



MBTA Advisory Board

177 Tremont Street, Boston, MA 02111

Tel: (617) 426-6054 Fax: (617) 451-2054

October 5, 2018

TO: Chief Elected Officials

FR: Paul Regan, Executive Director, MBTA Advisory Board
Marc Draisen, Executive Director, Metropolitan Area Planning Council

RE: Municipal Elections to the Boston Region Metropolitan Planning Organization

We are pleased to forward the 2018 MPO Ballot for the elected municipal seats on the Boston Region Metropolitan Planning Organization (MPO).

This year there are four (4) municipal open seats on the MPO. The Town of Arlington is running unopposed for the At-Large Town seat. The City of Newton is running unopposed for the At-Large City Seat. The City of Woburn is running unopposed for the North Suburban Planning Council seat. The town of Norwood is running unopposed for the Three Rivers Interlocal Council seat.

Key Dates and Locations:

October 30, 2018	Absentee Ballots Due 5:00 PM delivered by mail or in person (<u>No Fax or Email</u>) to: BOSTON REGION MPO ELECTIONS Metropolitan Area Planning Council <i>60 Temple Place, 6th Floor</i> <i>Boston, MA 02111</i>
October 31, 2018	MPO Municipal Election At MAPC Fall Council Meeting, 9:00AM Boston Marriott Burlington 1 Burlington Mall Road, Burlington, MA 01803

Voting Rules:

One vote may be cast by each of the Chief Elected Officials of the 101 municipalities in the Boston region, for each open seat (there are 4 open seats). Ballots may be cast by one of the following ways:

1. By the CEO, in-person, on October 31, 2018 at MAPC Fall Council Meeting.
2. By Absentee Ballot, delivered by mail or in-person to MAPC by 5:00 PM the day before the election, October 30, 2018.
3. By a designee, in-person, on October 31, 2018 at MAPC Fall Council Meeting.

Each Chief Elected Official or their designee, regardless of which sub-region they are in, or whether they represent a city or a town, may cast one vote for each of the four open MPO seats (for a total of 4 votes cast).

Appointing Designees:

Designees shall present a signed letter or signed MPO Ballot by the CEO of the municipality they are representing, to MAPC staff prior to the election or by 9:00 AM on the day of the election. Designees may represent only one municipality in the election.

Certification of Results:

The results of the election shall be certified by the Chairman of the MPO by 12 noon on Friday November 2, 2018.

We appreciate the interest shown by the candidates in choosing to serve in these seats on the MPO and for your interest in this important matter. We look forward to your participation. Please contact Eric Bourassa at MAPC (617-933-0740) or Paul Regan, Executive Director of the MBTA Advisory Board (617-426-6054), if you have any questions concerning this election.

2018 MPO Absentee Ballot

The MPO Election will be held on Wednesday, October 31, 2018
MAPC Fall Council Meeting
Boston Marriott Burlington
1 Burlington Mall Road, Burlington, MA 01803

**Absentee ballots must be delivered by October 30, 2018
via mail or in person (No Fax or Email) by 5 PM to:**
BOSTON REGION MPO ELECTIONS
Metropolitan Area Planning Council
60 Temple Place, 6th Floor
Boston, MA 02111

Each Chief Elected Official, regardless of which sub-region they are in, or whether they represent a city or a town, may cast one vote for each of the four open MPO seats.

Chief Elected Official may:

Vote for only one from the North Suburban Planning Council



Woburn

Scott Galvin, Mayor

Vote for only one from the Three Rivers Interlocal Council



Norwood

Tom Maloney, Chair Board of Selectmen

Vote for only one At-Large City



Newton

Ruthanne Fuller, Mayor

Vote for only one At-Large Town



Arlington

Daniel J. Dunn, Chair Board of Selectmen

Municipality _____ Chief Elected Official _____
(Signature)

(Print or type name)

Fill this box out only if you (Mayor or Chair Board of Selectman) are appointing someone to vote in your place in person on October 31st at the MAPC Fall Council Meeting.

Designation of alternate (by Mayor or Chair Board of Selectman):

I hereby authorize _____ to cast the ballot for _____
(name) (municipality)

Chief Elected Official (signature)

Date