



NATICK BOARD OF SELECTMEN
AGENDA
Edward H. Dlott Meeting Room
Monday, December 17, 2018
6:00 PM

Agenda Posted Thursday, 12/13/18 at 5:11 p.m. Agenda Revised Friday, 12/14/18 at 10:14 a.m.

(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. EXECUTIVE SESSION

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

- A. To consider the purchase, exchange, lease, or value of real property if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body:
 - a. Sawin House
 - b. Winona Farm
- B. Approve Executive Session Meeting Minutes

3. 6:45 RECONVENE OPEN SESSION

4. ANNOUNCEMENTS

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. 7:00 REQUESTED ACTION

- A. Announce 2019 Spring Annual Town Meeting - Tuesday, April 9, 2019
- B. Interviews for Appointment to the Mathworks Scholarship Committee - One Vacancy for Three-Year Term Ending 6/30/2021
 - a. Michael Panchuck
 - b. Richard Williams

- C. Interviews for Appointment to the Lookout Farm Advisory Committee for Three-Year Terms Ending 6/30/2021
 - a. David Lodding
 - b. Michael Panchuck
- D. Farvabar, LLC d/b/a The Common Cafe and Kitchen
 - a. Application for Common Victualer's License
 - b. Application for Entertainment License for Radio, TV, Piped-In Music
- E. Public Hearing: Approve Renewal of Club Special Permits for 2019
 - a. AmVets
 - b. Natick Elks
 - c. Sons of Italy
 - d. VFW
- F. Natick Post # 1274 VFW of the US, Inc: Application for a Change in Manager
- G. Town Clerk: Approve Document Restoration Contract
- H. Nick Rossi, Mass Audubon: Request for Conservation Restriction Amendment: 155 Glen Street
- I. Approve Extension of Contract with KP Law
- J. Jeff Barton, Bountiful Farms: Registered Marijuana Dispensary Presentation

7. BOARD OF SELECTMEN UPDATES

- A. Steve Levinsky, Clerk, Natick Center Cultural District: Quarterly Update
- B. Director of Community & Economic Development: Medical & Adult Use Marijuana Update
- C. Cochituate Rail Trail Advisory Committee
 - MassDOT bid award and construction timetable
 - Budget update
 - Sponsorship and naming rights
 - LaGrange Street Access
 - Guidance on developing Operations and Maintenance Plan
 - Rt. 9 path to Hartford St-Request MassDOT to develop conceptual design
 - Intermunicipal agreement with Framingham for Rt. 30 bridge
 - 294 Bacon St-Disposition of vacant, town-owned structure
- D. Transportation Advisory Committee
 - Natick Center MBTA Project Update
 - West Natick MBTA Station solar canopy project
 - Lower speed limit legislation
 - Anticipated work in 2019
 - Approval to develop RFI to solicit proposals for a no-cost bike share system
 - Letter to MassDOT to preserve pedestrian access at Spring Street Bridge (owned by MassDOT)

8. 9:00 DISCUSSION AND DECISION

- A. Review and Establish Business Parking Permit Fees
- B. Joint Facilities Agreement

C. Discussion & Approval of Letter of Intent for Conservation Restriction Relating to the Kennedy Middle School Project

9. SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

10. CONSENT AGENDA

A. Appoint Athena Pandolf as the Natick Center Associates Representative to the Economic Development Committee

11. TOWN ADMINISTRATOR NOTES

12. SELECTMEN'S CONCERNS

13. ADJOURNMENT

NEXT MEETING DATES: Monday, 1/7/19; Tuesday, 1/22/19

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

Meeting recorded by Natick Pegasus

ITEM TITLE: Announce 2019 Spring Annual Town Meeting - Tuesday, April 9, 2019
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	12/12/2018	Cover Memo

PUBLIC NOTICE
TOWN OF NATICK
BOARD OF SELECTMEN

The Board of Selectmen hereby gives public notice of its intention to call

2019 SPRING ANNUAL TOWN MEETING

ON TUESDAY, APRIL 9, 2019

NATICK HIGH SCHOOL

7:30 P.M.

All articles requested for inclusion in the warrant for the 2019 Spring Annual Town Meeting must be received in the Office of the Board of Selectmen, Natick Town Hall, 13 East Central Street, Natick, Massachusetts by 5:00 p.m. on Thursday, February 7, 2019. The Board of Selectmen encourages petitioners and others submitting articles to provide such materials electronically to selectmen@natickma.org by such date and time; if submitting through this format, petitioners are advised to request a "read receipt" to verify proper and timely receipt by the Board of Selectmen's Office. The Board of Selectmen further encourages that articles be submitted in narrative format only, and that maps and other supplementary material not be included as part of the warrant article.

Michael J. Hickey, Jr., Clerk

ITEM TITLE: Interviews for Appointment to the Mathworks Scholarship Committee - One Vacancy for Three-Year Term Ending 6/30/2021

ITEM SUMMARY: a. Michael Panchuck
b. Richard Williams


ATTACHMENTS:

Description	Upload Date	Type
Packet	12/13/2018	Cover Memo




MATHWORKS SCHOLARSHIP COMMITTEE


BOARD DETAILS




OVERVIEW



SIZE 5 Seats



TERM LENGTH 36 Months



TERM LIMIT N/A

Overview
Through the generosity of MathWorks, the Town of Natick annually awards 2 \$10,000 scholarships to high school seniors who live in Natick and have strong academic records in mathematics and science. Applicants must commit to pursuing a degree in mathematics, engineering, science or related program at an accredited 4-year college or university.

Scholarship Structure
Each Scholarship is structured as a 4-year award, with the 1st year being \$1,000, the 2nd year \$2,000, the 3rd year \$3,000 and the 4th year \$4,000. Ongoing eligibility requirements must be met to receive the award in the 2nd through 4th years.

Applications
Applications are typically solicited each January, and are due in March. These applications are then reviewed by the MathWorks Scholarship Committee, appointed by the Board of Selectmen; the committee makes recommendations to the Selectmen as to the award recipients.

ENACTING RESOLUTION



DETAILS

ENACTING RESOLUTION
WEBSITE

Profile

Richard

First Name

J

Middle Initial

Williams

Last Name

richard.j.williamsphd@gmail.com

Email Address

32 Washington Avenue

Street Address

Unit 2

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 4

Mobile: (225) 572-3065

Primary Phone

Home:

Alternate Phone

Raytheon Integrated Defense
Systems

Employer

Senior Electrical Engineer I

Job Title

Which Boards would you like to apply for?

Mathworks Scholarship Committee: 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?

Over the past few years I have had an increasing desire to become more active in my local government. Having settled in Natick in 2016, my wife and I have found a small, close-knit community that we enjoy being a part of. I would like to see the town boards and committees be more visible in the community, especially in the sense of advertising their meetings. I recently attended the Adult Use Marijuana meeting, only becoming aware of it through an electronic road sign by the fire house. During this meeting several in the audience brought up the fact that this meeting, as well as many others, are poorly advertised to the community.

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.

Having a B.S., M.S., and Ph.D. in Physics and currently working as an electrical engineer I have first hand experience and understanding in what it takes to succeed in SEM fields. As this committee is concerned with awarding a scholarship to local students showing promise in STEM fields, I provide a much needed viewpoint and ability in assessing applications for this award.

Please list any professional affiliations.

SPIE, OSA, IEEE, MRS, SWE

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

I am interested in the application of computer coding in STEM education. Having spent many years in both undergraduate and graduate education as a teaching assistant in physics courses, I have developed a fondness for teaching. I am also an avid soccer fan and enjoy vegetable gardening.

[RJWilliams_CV_NATICK.pdf](#)

Upload a Resume

Richard J. Williams, Ph.D.
32 Washington Ave. – Natick, MA 01760
(225) 572-3065
Richard.J.WilliamsPhD@gmail.com

PERSONAL STATEMENT

A self-motivated, equal parts team player and independent researcher with over 10 years experience in both experimental and computational physics and engineering research, possessing over 6 years experience in a wide variety of materials characterization techniques.

EDUCATION

University of Massachusetts Lowell, Lowell, MA 2009 - 2016
Doctor of Philosophy (Ph.D.) in Physics, Department of Physics and Applied Physics 2016
Dissertation Title: *Design, Characterization, and Analysis of Millimeter-Wave Metasurfaces*
Supervisor: Dr. Andrew J. Gatesman
GPA: 3.434/4.0

Master of Science (M.S.) in Physics, Department of Physics and Applied Physics 2014
Thesis Title: *Frequency Selective Terahertz Retroreflectors*
Supervisor: Dr. Andrew J. Gatesman
GPA: 3.434/4.0

Southeastern Louisiana University, Hammond, LA 2005-2009
Bachelor of Science (B.S.) in Physics, Department of Chemistry and Physics 2009
Research Supervisor: Prof. Sanichiro Yoshida

EXPERIENCE

Senior Electrical Engineer I, Raytheon Integrated Defense Systems – Electrical Design Directorate, Antennas and Microwave Division: October 2016 – Present

Section Manager: David Hall

Developed MATLAB code for the analysis of performance and optimization of a UHF phased array system utilizing multiple receive beam technology for increased accuracy in searching and tracking. Performed monte carlo simulations of phased arrays for error and failure analysis. Used six sigma tools and principles in the development of a methodology for optimizing the geometry of phased array subarrays with pseudo-random nearest neighbor and Hungarian algorithms. Currently involved in radome and C-band radiator analysis.

Graduate Research Assistant, University of Massachusetts Lowell – Submillimeter-Wave Technology

Laboratory: May 2010 – July 2016

Supervisor: Dr. Andrew Gatesman

Research focused on electromagnetic materials characterization of dielectrics, thin films, and metamaterials in the microwave, millimeter-wave, and terahertz regimes. Characterization was performed with a variety of systems including: microwave PNA network analyzer system in free-space horn antenna and waveguide configurations, millimeter-wave backward-wave oscillator optical bench setup, and THz/IR FTIR with liquid nitrogen and helium cooled bolometer detectors. Day-to-day activities included the characterization of the complex permittivity of dielectric materials at radar frequencies and the development of terahertz metamaterials/material composites with equivalent properties for scaled-target ISAR radar imagery. Characterized materials ranged from vehicle components, building materials, and clothing to soils, sands, and rock. Personal research activities involved the design, development, fabrication, and characterization of electromagnetic absorbers, metamaterials, and metasurfaces. These activities lead to the mastery of computational analysis of metamaterials as well as fabrication techniques such as laser ablation and UV photolithography.

Graduate Teaching Assistant, University of Massachusetts Lowell – Department of Physics and Applied Physics: September 2009 – May 2012

Supervisor: Prof. Robert Giles

Laboratory instructor for introductory calculus and algebra-based physics courses ranging from kinematics and mechanics, to electromagnetism, circuits, and optics. Provided experiment demonstrations and support during class, planned and recited miniature lectures on core principles being explored, and developed and graded weekly quizzes and lab reports.

Supplemental Instruction Leader, Southeastern Louisiana University – Department of Chemistry and Physics: January 2009 – May 2009

Supervisor: Dr. Gerard Blanchard

Served as a recitation instructor for an introductory, algebra-based electromagnetism lecture course with a historically low pass rate. Lead weekly recitation and study sessions, as well as formulating supplemental, non-graded assignments in conjunction with lecturer.

Teaching Assistant, Southeastern Louisiana University Department of Chemistry and Physics: January 2009 – May 2009

Supervisor: Prof. Sanichiro Yoshida

Assisted in performing and developing demonstrations, formulating test and homework questions, and leading recitation sessions for an acoustical physics course for music majors.

Research Intern, University of Glasgow, UK – Institute for Gravitational Research: May 2008 - August 2008

Supervisor: Dr. Giles Hammond

Summer research internship through the University of Florida's International REU program in Gravitational Physics. Project included the design, construction, and control of a vacuum Kelvin Probe Force Microscopy system for quantifying and mapping the charge accumulation on the surfaces of the LIGO test masses and optics via workfunction and contact potential difference measurements. Measurements were performed as a 2D raster scan using a LabVIEW controlled three-axis translation stage system. Custom vacuum hardware was designed in Solidworks and non-vacuum compliant electronics were re-wired for compliance.

Lab Manager/Undergraduate Research Assistant, Southeastern Louisiana University – Laser Lab: May 2007 – May 2009

Supervisor: Prof. Sanichiro Yoshida

Research explored the harmonic motion of Advanced LIGO triple-pendulum optics as stimulated by seismic excitations. Computer simulations were performed in the LIGO e2e model system using seismic noise inputs, dampening modules to model seismic dampening tables upon which optical housings reside, modules for magnetic feedback apparatus for optic stability, and optics and suspension rod material properties. Lab manager duties included coordinating and recording minutes and action items for weekly lab group meeting between Prof. Yoshida and undergraduate research staff, summarizing research group's progress, and arranging and initiating conference calls with international collaborators in Japan and Scotland.

RESEARCH INTERESTS

Optical properties of metamaterials

Materials characterization techniques

Applications of metasurfaces

Novel Electromagnetic Absorbers

Micro- and Nano-fabrication techniques

COMPUTER SKILLS

Scientific Applications: MATLAB, ANSYS HFSS, LabVIEW, Mathematica, ANSYS EMIT

Operating Systems: Windows, Mac OS X, Linux

Programming Languages: MATLAB, Python, Numpy, HTML, Bash

Technical Drawing: Solidworks

Office Applications: Microsoft Office Suite

AWARDS

- **Raytheon Six Sigma Specialist**, Raytheon Integrated Defense Systems: 2018
- **Research Assistantship**, University of Massachusetts Lowell: 2012 – 2016
- **Teaching Assistantship**, University of Massachusetts Lowell: 2009 – 2012
- **Outstanding Service Award in Physics**, Southeastern Louisiana University: 2009
- **International REU Research Internship**, University of Glasgow, UK: 2008
- **Outstanding Service Award in Physics**, Southeastern Louisiana University: 2008

PUBLICATIONS

1. Ghebrebrhan, M., Aranda, F., Walsh, G., Ziegler, D., Giardini, S., Carlso, J., Kimball, B., Steeves, D., Xia, Z., Yu, S., Kingsley, E., Nagarajan, R., Torcedo, J., **Williams, R.**, and Gatesman, A., Textile Frequency Selective Surfaces, *IEEE Microwave Components Letters*, Vol 27, Issue 11, November 2017.
2. **Williams, R.J.**, Gatesman, A.J., Giles, R.H., and Nixon, W.E., Phase Characteristics of Subwavelength Antenna Elements for Efficient Design of Terahertz and Millimeter Wave Metasurfaces, *Proceedings of the SPIE* Vol. 9483, Terahertz Physics, Devices, and Systems IX: Advanced Applications in Industry and Defense, 2015.
3. **Williams, R.J.**, Gatesman, A.J., Goyette, T.M., and Giles, R.H., Radar Cross Section Measurements of Frequency Selective Terahertz Retroreflectors, *Proceedings of the SPIE* Vol. 9102, Terahertz Physics, Devices, and Systems VIII: Advanced Applications in Industry and Defense, 2014.
4. Allain, R., and **Williams, R.**, An Analysis of a Video Game, *The Physics Teacher* Vol. 47, 2, pp. 115-117, 2009.

GOVERNMENT TECHNICAL REPORTS

1. Williams, R.J. and Gatesman, A.J., Complex Dielectric Constants of Low Loss Materials at Radar Frequencies. In support of US Army contract W911W5-11C-0010. August 2015.
2. Williams, R.J. and Gatesman, A.J., Radar Reflection and Transmission Properties of Frequency Selective Surfaces. In support of US Army contract W911W5-11C-0010. June 2015.
3. Williams, R.J. and Gatesman, A.J., Complex Dielectric Constant of PEEK and Glass-Reinforced PEEK at Radar Frequencies. In support of US Army contract W911W5-11C-0010. February 2015.
4. Williams, R.J., and Gatesman, A.J., Complex Dielectric Constants of High Temperature Resistant Fabrics at Radar Frequencies. In support of US Army contract W911W5-11C-0010. September 2014.
5. Williams, R.J. and Gatesman, A.J., Radar Properties of Reticulated Carbon and Aluminum Foams. In support of US Army contract W911W5-11C-0010. August 2014.
6. Williams, R.J. and Gatesman, A.J., Radar Frequency Dielectric Constants of Woven Phenolic Composite Materials. In support of US Army contract W911W5-11C-0010. September 2013.
7. Williams, R.J., Dielectric Scaling Techniques for Modeling Low-Loss Materials. In support of US Army contract W911W5-11C-0010. June 2013.
8. Williams, R.J. and Gatesman, A.J., Theoretical Behavior of a Salisbury Screen Absorber at Oblique Incidence. In support of US Army contract W911W5-11C-0010. June 2012.
9. Williams, R.J. and Gatesman, A.J., Reflection, Transmission, and Absorption Simulations of a Salisbury Screen Radar Absorber at Normal Incidence. In support of US Army contract W911W5-11C-0010. March 2012.

10. Williams, R.J., Reflection and Transmission Measurements of Attenuating Materials at Radar Frequencies. In support of US Army contract W911W5-11C-0010. July 2011.

PRESENTATIONS

1. **Williams, R.J.**, Gatesman, A.J., Giles, R.H., and Nixon, W.E., Phase Characteristics of Subwavelength Antenna Elements for Efficient Design of Terahertz and Millimeter Wave Metasurfaces, presentation delivered at the SPIE Defense, Security and, Sensing Conference, April 2015.
2. **Williams, R.J.**, Gatesman, A.J., Goyette, T.M., and Giles, R.H., Radar Cross Section Measurements of Frequency Selective Terahertz Retroreflectors, presentation delivered at the SPIE Defense, Security and, Sensing Conference, May 2014.

POSTER PRESENTATIONS

1. Hill, C., **Williams, R.**, Gaffney, J., Schneider, C., Shrestha, S., Yoshida, S., Santostasi, G., Characterization of 60 Hz Environmental Electromagnetic Noise with a Simple Antenna, presentation delivered at the 2008 American Physical Society March Meeting, New Orleans, Louisiana, March 10-14, 2008.

INVITED TALKS

1. Williams, R.J., Millimeter-Wave Beam Steering with Gradient Metasurfaces, University of Nevada Las Vegas Department of Electrical Engineering, Las Vegas, Nevada, 28 July 2016.
2. Williams, R.J., Gradient Metasurfaces: Controlling Wave Propagation with 2D Optics, Winona State University Department of Physics Colloquium, Winona, Minnesota, 21 March 2016.
3. Williams, R.J., Beam Steering at Microwave and Terahertz Frequencies with Reflectarray Metasurfaces, Southeastern Louisiana Department of Chemistry and Physics Seminar, Hammond, Louisiana, 28 August 2015.

Profile

Michael

First Name

S

Middle Initial

Panchuck

Last Name

mpanchuck@verizon.net

Email Address

54 Pleasant Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 10

Home: (508) 653-7850

Primary Phone

Mobile: (508) 259-1496

Alternate Phone

Campus Bound (part-time)

Employer

Counselor - Essay Reviewer

Job Title

Which Boards would you like to apply for?

Mathworks Scholarship Committee: Submitted

Lookout Farm Advisory Committee: 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?

During the past 46 years I have lived and worked in the Town of Natick. I want to offer my time, experience, and perspective to the Mathworks Scholarship Committee and the Lookout Farm Advisory Committee. I am not bringing an agenda to the committees. My desire is to serve and to be a very small part of what makes Natick a great place to live.

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.

My experiences as a college counselor at Campus Bound and as a guidance counselor at Natick High School provide me with the skills to evaluate applications for scholarships and to be a contributing member of the Mathworks Scholarship Committee. As a resident of Natick, I have lived approximately 400 yards from Lookout Farm since 1973. I have seen many changes at the farm including the development of homes on Lookout Farm Road, revisions to the retail arm of the farm, and the expansion of the uses of the farm. As a neighbor, I have a strong interest in seeing the farm succeed and continue to be a unique asset to the town.

Please list any professional affiliations.

None - I discontinued my affiliations to professional organizations seven years after retirement.

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

I enjoy the Red Sox and have had a season ticket plan since December of 1985. Vegetable gardening
Being a grandparent Travel to Europe - Italy to visit my wife's family Investing

[Resume_08-10-2018.doc](#)

Upload a Resume



MATHWORKS SCHOLARSHIP COMMITTEE

BOARD ROSTER



SARAH M. BURR

1st Term Feb 13, 2018 - Jun 30, 2021

Position Member



GREG COHEN

2nd Term Jul 01, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen

Position Member



BRIAN P FAY

2nd Term Jul 01, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen

Position Member



LENORE FREITAS

5th Term Jul 01, 2017 - Jun 30, 2020

Appointing Authority Board of Selectmen

Position Chair



VACANCY

Michael Panchuck
54 Pleasant Street
Natick, Massachusetts 01760-5634
Telephone (508) 653-7850
mpanchuck@verizon.net

Objective

I would like to secure a position as a volunteer on the Mathworks Scholarship Committee and a position as a volunteer on the Lookout Farm Advisory Committee.

Work Experience

July 2006 – Present: College Counselor, Campus Bound, Hingham, Massachusetts

Responsibilities to clients include:

- Developing a list of colleges for application purposes
- Evaluating the prospects for acceptance
- Reviewing and editing essays
- Reviewing college applications for accuracy and completeness
- Assisting with electronic submission of applications

January 2012 – June 2012: Substitute guidance counselor at Natick High School, Natick, Massachusetts

- Substituted for a guidance counselor on maternity leave

February 2009 – April 2009: Substitute guidance counselor at Natick High School, Natick, Massachusetts

- Substituted for a guidance counselor on medical leave

1975 – 2006: Guidance Counselor, Natick High School, Natick, Massachusetts

- Functioned as a counselor and advisor to students in areas that dealt with personal issues, peer relationships, decision-making, school adjustment, college research and applications, career interests, academic options, and financing a college education
- Coordinated the Advanced Placement Testing program to over one hundred students and administered over 200 exams in a two-week period each year
- Published, maintained, and annually updated a database of independent scholarship opportunities for Natick High School students
- Presented information at evening workshops for parents regarding the college application and admission process, how to apply for financial aid, and adjustment issues for students leaving middle school and entering high school
- Maintained and updated the records of 220 students to ensure that all students met the local and state requirements for graduation
- Managed all communication with the NCAA regarding Natick High School courses that met the NCAA Division I and II requirements for athletic eligibility

Workplace Related Competencies

A strong work ethic combined with:

- Well-developed written and oral communication, listening, and interpersonal skills
- Attention to detail and accuracy in completing of assigned responsibilities
- Time management, research, administrative, planning, and computer skills
- Experience in managing a variety of tasks on a daily basis
- The ability to function independently and as a member of a team

Education

1977 – 2003: Post Graduate Education

Earned more than 30 credits at colleges and universities in courses directly related to the improvement of skills in guidance and counseling.

1973 – 1976: Master of Arts in Guidance and Counseling, Framingham State College

1965 – 1969: Bachelor of Science in Physical Education, University of Massachusetts at Amherst
Minor in Political Science

ITEM TITLE: Interviews for Appointment to the Lookout Farm Advisory Committee for Three-Year Terms Ending 6/30/2021

ITEM SUMMARY: a. David Lodding
b. Michael Panchuck

ATTACHMENTS:

Description

Packet

Upload Date

12/13/2018

Type

Cover Memo



LOOKOUT FARM ADVISORY COMMITTEE

BOARD DETAILS



OVERVIEW



SIZE 15 Seats



TERM LENGTH 36 Months



TERM LIMIT

The charge of the Lookout Farm Advisory Committee is summarized in the following nine points:

1. As submitted, the Committee shall review all changes on the farm that are proposed on land subject to the Agricultural Preservation Restriction (APR).
2. The Committee shall review any proposed changes at the Farm that may effect APR land and to insure that these changes are in compliance with local regulations.
3. The Committee shall review any complaints made against the Farm.
4. If no changes are proposed for the Farm and no complaints have been made against the Farm, the Committee shall convene at least twice a year, preferable in the spring and fall, to discuss future and ongoing activities at the
5. The Committee shall be convened whenever the above situations arise to review the information presented and make recommendations to the Board of Selectmen. The Committee shall take a vote in favor of or opposed to any recommendations that are being made. A copy of these recommendations shall be forwarded to the Conservation Commission and other interested parties.
6. The meetings shall be attended by the fifteen Committee representatives and will be scheduled for weekday afternoons in the Natick Town Hall. Members of the public are invited to attend the meetings and will be heard from through the direction of the Chairman of the Committee.

The neighborhood representatives who have been appointed to the Committee shall be responsible for notifying the members of their neighborhood of the meeting dates and for communicating the findings of the Committee.
7. The Committee will elect a Secretary who is responsible for the keeping and distribution of the Committees meeting minutes and for preparing and submitting the Committee's recommendations. Copies of these as well as any other correspondences and files will be maintained by the Town's Conservation Agent.
8. Committee members are appointed for a 3-year term and must be re-appointed through a vote of the Board of Selectmen. Positions within the Committee (Chairman, Secretary, etc.) shall be appointed for a 1-year term and must be re-appointed through a vote of the Committee.



DETAILS

ENACTING RESOLUTION

**ENACTING RESOLUTION
WEBSITE**



LOOKOUT FARM ADVISORY COMMITTEE

BOARD ROSTER



CHRISTINE CHISHOLM

No Term

Appointing Authority Board of Selectmen
Position Department of Agriculture Representative



MICHAEL CONNOLLY

No Term

Appointing Authority Board of Selectmen
Position Building Inspector



APRIL M CREHAN

1st Term Mar 27, 2017 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member



ED DOHERTY

2nd Term Jul 01, 2017 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Neighborhood Representative



MICHAEL J. HICKEY, JR.

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

Appointing Authority Board of Selectmen
Position Board of Selectmen Representative



KATHY REHL

3rd Term N/A - N/A

Appointing Authority Board of Selectmen
Position Conservation Commission Representative



SARAH OTT SHOEMAKER

3rd Term Jul 01, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member



KEN SODERHOLM

5th Term Jul 01, 2006 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Member



JAMES WHITE

No Term

Appointing Authority Board of Selectmen
Position Director of Board of Health



JAMES A YANNES

5th Term Jul 01, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member



VACANCY



VACANCY



VACANCY



VACANCY



VACANCY

Profile

Michael

First Name

S

Middle Initial

Panchuck

Last Name

mpanchuck@verizon.net

Email Address

54 Pleasant Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 10

Home: (508) 653-7850

Primary Phone

Mobile: (508) 259-1496

Alternate Phone

Campus Bound (part-time)

Employer

Counselor - Essay Reviewer

Job Title

Which Boards would you like to apply for?

Mathworks Scholarship Committee: Submitted

Lookout Farm Advisory Committee: 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:**

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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.

My experiences as a college counselor at Campus Bound and as a guidance counselor at Natick High School provide me with the skills to evaluate applications for scholarships and to be a contributing member of the Mathworks Scholarship Committee. As a resident of Natick, I have lived approximately 400 yards from Lookout Farm since 1973. I have seen many changes at the farm including the development of homes on Lookout Farm Road, revisions to the retail arm of the farm, and the expansion of the uses of the farm. As a neighbor, I have a strong interest in seeing the farm succeed and continue to be a unique asset to the town.

Please list any professional affiliations.

None - I discontinued my affiliations to professional organizations seven years after retirement.

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

I enjoy the Red Sox and have had a season ticket plan since December of 1985. Vegetable gardening
Being a grandparent Travel to Europe - Italy to visit my wife's family Investing

[Resume_08-10-2018.doc](#)

Upload a Resume

Michael Panchuck
54 Pleasant Street
Natick, Massachusetts 01760-5634
Telephone (508) 653-7850
mpanchuck@verizon.net

Objective

I would like to secure a position as a volunteer on the Mathworks Scholarship Committee and a position as a volunteer on the Lookout Farm Advisory Committee.

Work Experience

July 2006 – Present: College Counselor, Campus Bound, Hingham, Massachusetts

Responsibilities to clients include:

- Developing a list of colleges for application purposes
- Evaluating the prospects for acceptance
- Reviewing and editing essays
- Reviewing college applications for accuracy and completeness
- Assisting with electronic submission of applications

January 2012 – June 2012: Substitute guidance counselor at Natick High School, Natick, Massachusetts

- Substituted for a guidance counselor on maternity leave

February 2009 – April 2009: Substitute guidance counselor at Natick High School, Natick, Massachusetts

- Substituted for a guidance counselor on medical leave

1975 – 2006: Guidance Counselor, Natick High School, Natick, Massachusetts

- Functioned as a counselor and advisor to students in areas that dealt with personal issues, peer relationships, decision-making, school adjustment, college research and applications, career interests, academic options, and financing a college education
- Coordinated the Advanced Placement Testing program to over one hundred students and administered over 200 exams in a two-week period each year
- Published, maintained, and annually updated a database of independent scholarship opportunities for Natick High School students
- Presented information at evening workshops for parents regarding the college application and admission process, how to apply for financial aid, and adjustment issues for students leaving middle school and entering high school
- Maintained and updated the records of 220 students to ensure that all students met the local and state requirements for graduation
- Managed all communication with the NCAA regarding Natick High School courses that met the NCAA Division I and II requirements for athletic eligibility

Workplace Related Competencies

A strong work ethic combined with:

- Well-developed written and oral communication, listening, and interpersonal skills
- Attention to detail and accuracy in completing of assigned responsibilities
- Time management, research, administrative, planning, and computer skills
- Experience in managing a variety of tasks on a daily basis
- The ability to function independently and as a member of a team

Education

1977 – 2003: Post Graduate Education

Earned more than 30 credits at colleges and universities in courses directly related to the improvement of skills in guidance and counseling.

1973 – 1976: Master of Arts in Guidance and Counseling, Framingham State College

1965 – 1969: Bachelor of Science in Physical Education, University of Massachusetts at Amherst
Minor in Political Science

Profile

David

First Name

Lodding

Last Name

davidlodding@hotmail.com

Email Address

30 Pleasant Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *☒ Precinct 10

Home: (508) 653-5245

Primary Phone

Home: (508) 735-8097

Alternate Phone

Employer

Job Title

Which Boards would you like to apply for?

Lookout Farm Advisory Committee: Submitted

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

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

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

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

Member of Open Space Advisory Committee since 2014.

Interests & Experiences

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

I have a keen interest in nature, conservation and outdoor activities. As a member of the OSAC I have gained knowledge about open space and land use issues within the Town of Natick. As a resident of Pleasant Street I consider Lookout Farm to be part of my neighborhood. I would like to be able to contribute to the oversight of that property.

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.

Experience learned from a career or business management and ownership

Please list any professional affiliations.

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

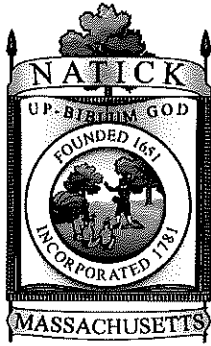
Upload a Resume

ITEM TITLE: Farvahar, LLC d/b/a The Common Cafe and Kitchen

ITEM SUMMARY: a. Application for Common Victualer's License
b. Application for Entertainment License for Radio, TV, Piped-In Music

ATTACHMENTS:

Description	Upload Date	Type
ComVic Application	12/12/2018	Cover Memo
Police Recommendation for Approval	12/13/2018	Cover Memo
Entertainment Application	12/12/2018	Cover Memo



Office Use Only:		
Date Pmt Rec'd: _____	Fee Paid: \$ _____	Check No: _____
Police Department approval issued <input type="checkbox"/>	Notes: _____	
Meets applicable zoning bylaws <input type="checkbox"/>	_____	
Certificate of Occupancy issued <input type="checkbox"/>	_____	
Board of Health Permits issued <input 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: 2019

Date Submitted: 12/7/18

Fee: 100 —
~~\$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:

FARVAHAR, LLC

Name of Establishment (d/b/a) The Common Cafe and Kitchen

Address of Establishment 95 main st. natick, MA 01760

Mailing address (if different from establishment) _____

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

Ali Zadeh

Email Address ali.zadeh66@yahoo.com Phone 678-983-8027

Manager of Establishment AZadeh Zadeh

Email Address azadeh.zadeh@yahoo.com Phone 617-869-8955

If Business is a Corporation, Corporate Name and Officers _____

If Business is an LLC, List of Members

Ali Zadeh and Arman Manshadi

Establishment's Days and Hours of Operation Tue - Sun 7AM - 5PM

Number of Staff 8

Number of Seats 55

Has a Certificate of Occupancy been issued? _____

If not, expected date of issuance _____

Have Board of Health Permits been issued ? _____

If not, expected date of issuance _____

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

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

Date of Birth 9/21/1965

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 Ali Zadal Date Dec 6, 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)

Town of Natick
DOING BUSINESS AS CERTIFICATE

FILING FEE: \$50.00

Business is owned by:

- ☐ Individual / Partnership
☐ Corporation
☒ LLC

This section to be completed by Town Clerk:

Date Issued: _____

Certificate #: _____

Expiration Date: _____

(valid for 4 years from date of issue)

Location is:

- ☒ Commercial address
☐ Residential address

☐ Renewal

In conformity with the provisions of MGL Chapter 110, Section 5, as amended, the under-signed hereby declare(s) that the following business is located in the Town of Natick

Business Name: The Common Cafe and Kitchen

Business Address: 9 S Main St Natick, MA 01760

Business Telephone: 508-655-3498 **Business Fax:** _____

Business Website: www.thecommoncafeandkitchen.com

Description of Business: coffee and sandwiches, snacks

The signatories below acknowledge this Certificate is not proof of conformity to Zoning By-Laws or Board of Health Regulations. It is the responsibility of the applicant to contact the Building Inspector and Director of Public Health in order to comply with Town By-Laws, rules and regulations.

OWNER INFORMATION

If owned by a Corporation, must list CORPORATE NAME, address, and signature of Corp. Officer

Owner 1 (Printed Name)

Owner 2 (Printed Name)

Owner 1 (Residence address)

Owner 2 (Residence address)

Owner 1 – Signature
(must be witnessed by Town Clerk or Notary Public)

Owner 2 – Signature
(must be witnessed by Town Clerk or Notary Public)

**Then personally appeared before me the above-named _____
and made oath that the foregoing statement is true.**

Natick Town Clerk / Town Clerk Representative

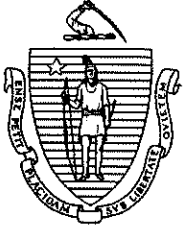
Date

or

Notary Public

Commission Expiration Date

This certificate registers the name of your business as required under MGL Chapter 110. This certificate does not trademark your business.



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: FAR VAHAR, LLC

Address: 9 S Main St. Natick, MA 01760

City/State/Zip: _____ Phone #: 678-983-8027

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 08 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: AXIA Insurance Services Inc

Insurer's Address: 933 East Columbus Av.

City/State/Zip: Springfield, MA 01105

Policy # or Self-ins. Lic. # 08WECAC4W56-001 Expiration Date: 1/1/2020

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: Ali Zadeh Date: Dec 6, 2018

Phone #: 678-983-8027

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 #: _____

**ADDITIONAL REMARKS SCHEDULE**

AGENCY AXIA Insurance Services		NAMED INSURED Farvahar LLC dba Common Cafe and Kitchen	
POLICY NUMBER		9 South Main Street Natick, MA 01760	
CARRIER	NAIC CODE N/A	EFFECTIVE DATE: 01/01/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 130 FORM TITLE: WORKERS COMPENSATION APPLICATION

Operations

Breakfast & lunch Cafe.No Liquor. (they used to but not anymore) 55 seats. \$500K sales. Opened in 2015. No entertainment. He originally set up business andnow taking it over- 5+ years experience in Restaurant business management.

Workers' Compensation Proposal
with
Hartford Accident and Indemnity Insurance Company
A member company of The Hartford
1/1/2019 - 1/1/2020

Part I - Workers' Compensation Insurance (Coverage A and C)

Statutory Coverage as provided by the following states:

Massachusetts

Coverage includes Medical and Loss of Income Benefits for injuries arising out of a work related injury.

1. MA owners/officers are excluded.

Part II - Employers Liability Insurance (Coverage B)		Limits of Insurance	
Bodily Injury By Accident	\$	500,000	Each Accident
Bodily Injury By Disease	\$	500,000	Policy Limit
Bodily Injury By Disease	\$	500,000	Each Employee

Rating Information:

State: Massachusetts Location: 1

Location Address: 9 S Main St
Natick, MA 01760

Class Code	Description	Rate	Premium Basis (Rate per \$100 of Exposure)	Class Premium
9079	Restaurant Noc	1.0300	180,000	\$ 1,854.00

State Recap:

Total Class Premium		\$	1,854.00
Waiver of Subrogation (0930) Incl Min Prem	2.00%	\$	30.00
MA Rate Deviation Premium Credit (9037)	.20	\$	-371.00
Increased Limits Part Two	1.00%	\$	15.00
To Equal Increased Limits Minimum Premium		\$	35.00
Total Premium Subject to Experience Modification		\$	1,563.00
Merit Rating	.95	\$	-78.00
Premium Adjusted By Application Of Experience Modification		\$	1,485.00
Total Estimated Annual Standard Premium		\$	1,485.00
Expense Constant 0900		\$	338.00
Terrorism (9740) 180,000	.0300	\$	54.00
Massachusetts DIA Assessment	3.83%	\$	67.00
Total Estimated Annual Premium		\$	1,944.00

Premium is based on an estimated payroll and subject to annual audit.

At the inception of the policy period our records show that you have employees located in the following states:

Massachusetts

If you have employees working in any other states, please notify our office immediately.

Merit and Experience Mods are tentative and subject to final calculation.

Notes:

With very few exceptions, every business with employees needs to carry workers' compensation insurance. Failure to provide coverage can result in stiff penalties for the employer, including substantial fines, criminal prosecution or responsibility by the employer for any workers' compensation benefits due an injured worker.

➤ Our basic broad form included in this proposal offers a number of enhancements *at no additional charge*. A few of these coverages include:

- Voluntary Compensation Covered
- Employer Liability Stop Gap in Monopolistic States
- Pay for reasonable Expenses, including Loss of Earnings

Cash flow is very important to business owners. Are you interested in paying your Workers' Compensation premium on a pay-as-you-go basis? Ask your insurance professional today about The Hartford's payroll billing solutions for Workers' Compensation. Benefits to business owners include:

- No large premium down-payment
- Pay-as-you-go premium charges based on actual payroll
- Mitigation of audit surprises at the end of the policy period

ELECTRONIC DELIVERY CONSENT FORM FOR COMMERCIAL BUSINESS INSURANCE CUSTOMERS

TERMS & CONDITIONS FOR PAPERLESS DELIVERY OF COMMUNICATIONS FOR COMMERCIAL INSURED

By consenting to receive communications from The Hartford, electronically, through your agent:

_____ (hereinafter "your agent"), you are agreeing that documents and official notices which you are required to receive may be sent to you electronically rather than in paper form. You agree these paperless communications are the legal equivalent of officially required communications relating to your policy(ies) which you would otherwise receive in paper form. These communications may include, but are not limited to, policy declarations, policy forms and endorsements and related forms, insurance ID cards, billing statements, legally required notices, and other official correspondence. **YOU AGREE TO RECEIVE ALL MAILINGS AND COMMUNICATIONS ELECTRONICALLY. SUCH ELECTRONIC MAILING OR COMMUNICATIONS MAY EVEN INCLUDE CANCELLATION OR NONRENEWAL NOTICES.** This consent will apply to all policies The Hartford may issue to you.

Not all documents are currently available for electronic delivery. Those that are not available will continue to be sent to you by your agent via US mail. As new documents become available for electronic delivery, your agent may send them electronically.

You may at any time, request that your agent resume communications through the delivery of paper documents. You will not be charged a fee for this request and may make such request by notifying your agent in writing or by email:

Your request to withdraw consent to receive communications by electronic means will be effective at the conclusion of the policy term.

You agree to provide your agent with your current email address so your agent can send you notices and other documents via email or notify you that documents are available for your review. You also agree to update your account and notify your agent of any change in your email address. You can make such a change by notifying your agent via one of the methods listed above. You agree to be responsible for any late payment fees that result from your failure to provide your agent with your current email address.

You may request a paper copy of an official notice sent to you, or of your policy documents. There is no fee to request such copies. You may make such request by notifying your agent via one of the methods listed above. Official policy notices and other documents will be sent solely and directly to you and will not be emailed to other users.

System Requirements: You acknowledge and agree that you have sufficient access to a privately owned computer and email system (as opposed to one with limited access, such as those housed in public libraries) that will: Permit you to access, view, and print the communications your agent will send; permit you to receive emails that contain hyperlinks to websites; and permit you to access websites. The following system requirements are necessary for you to receive and view these communications:



You must have Adobe Reader version 4.0 or later. Download the correct version of Acrobat Reader from the Adobe website at www.adobe.com.

ATTENTION AGENTS: THE FOLLOWING SENTENCE MUST BE INCLUDED/COMPLETED ONLY IF INSURED'S WILL BE ACCESSING DOCUMENTS VIA AN ELECTRONIC FILING CABINET OR OTHER ONLINE PORTAL:

Online documents are supported on Microsoft Internet Explorer version _____ and later, Firefox version _____ and later, and Google Chrome version _____ and later.

By signing this document, you (a) agree that you are the named insured and (b) agree to the terms and conditions of Paperless Delivery.

Please note that even if you enroll in Paperless Delivery, your agent may deliver certain documents via U.S. Mail due to legal requirements and/or system limitations.

☐ **I Accept the Terms & Conditions set forth above and Consent to Enroll in Paperless Delivery.**

You must list below one policy number from The Hartford; however, please be advised this consent will apply to ALL policies issued to you by The Hartford.

Policy No. & Description: _____

Authorized Person - Name and Title

Authorized Person Email Address

Date

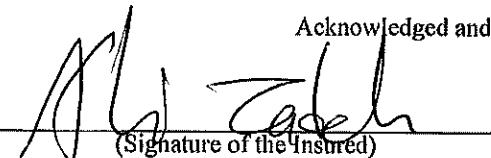
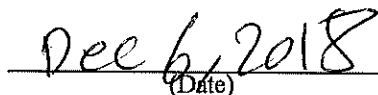
Prepare. Protect. Prevail.®



The Hartford® is Hartford Fire Insurance Company and its affiliated property and casualty insurance companies, 690 Asylum Avenue, Hartford, CT 06115.

All policies must be examined carefully to determine suitability for your needs and to identify any exclusions, limitations or any other terms and conditions that may specifically affect coverage. In the event of a conflict, the terms and conditions of the policy prevail. All Hartford coverages and services described on this page may be offered by one or more of the property and casualty insurance company subsidiaries of The Hartford Financial Services Group, Inc. and may not be available to all businesses. In TX, this insurance is written by Sentinel Insurance Company, Ltd., Hartford Casualty Insurance Company, Hartford Lloyd's Insurance Company, Property and Casualty Insurance Company of Hartford, Hartford Underwriters Insurance Company, Twin City Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Fire Insurance Company. In CA by Sentinel Insurance Company, Ltd. (CA license # 8701) and its property and casualty insurance company affiliates.

Property
Liability
Workers' Comp
Business Auto

Acknowledged and Accepted By	
 (Signature of the Insured)	 (Date)

Reference Number: 08WECAC4W5G - 001

Total Estimated Annual Premium for Workers' Compensation: \$1,944



COMMKIT-01

SFRIBERG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2018

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 AXIA Insurance Services 933 East Columbus Ave Springfield, MA 01105	CONTACT NAME:	
	PHONE (A/C, No, Ext): (413) 788-9000	FAX (A/C, No): (413) 886-0190
	E-MAIL ADDRESS: info@axiagroup.net	
INSURED Farvahr LLC dba The Common Cafe and Kitchen 9 South Main Street Natick, MA 01760	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Hartford Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 19682	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WECAC4W5G	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

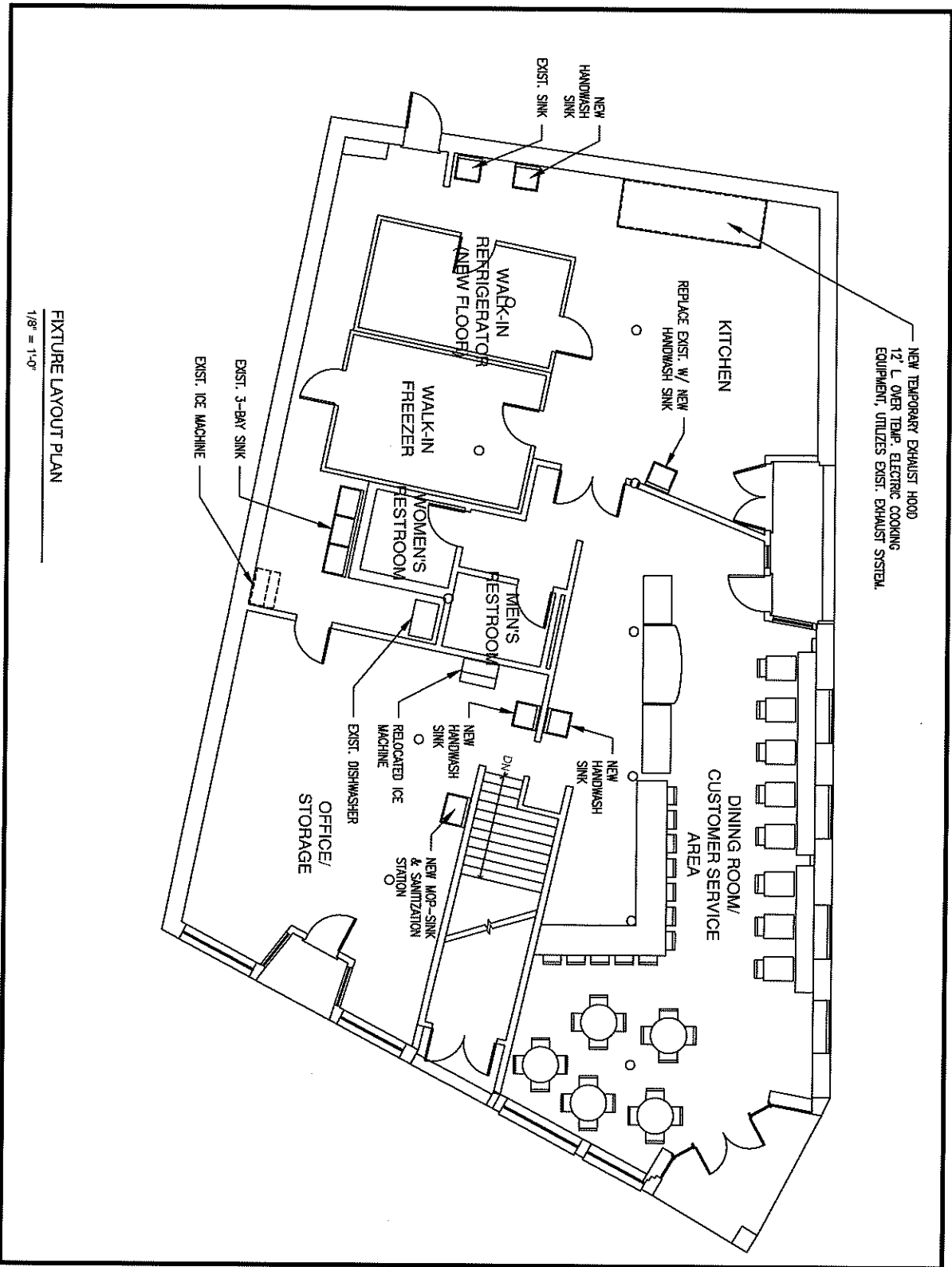
CERTIFICATE HOLDER

CANCELLATION

Town of Natick
13 East Central Street
Natick, MA 01760

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

AUTHORIZED REPRESENTATIVE



FIXTURE LAYOUT PLAN

1/8" = 1'-0"

LR Designs DESIGNER ARCHITECTS FOR RESTAURANTS 2015	
6111 STON STREET SUITE 2 CAMBRIDGE MA 02142 617.667.2222 FAX 617.667.2222 WWW.LRDESIGNS.COM	
Project Title: 9 SOUTH MAIN STREET NATICK, MA 01760	Drawing Title: FIXTURE LAYOUT
Date: 8 NOV 2016	Drawing #: _____

Equipment List, Total Value at \$60,000

Built-in cherry bar counter
10 bar stools
13 marble and cast iron dining tables
28 white chairs
Side by side glass front beverage refrigerator (2017)
Refrigerated display case (2016)
6 Vollrath induction burners (2016)
Griddle
Bread slicer
Low boy sandwich/salad station
Double soup tureen
Espresso bean grinder (2016)
2 bowl Mixers (1 floor and 1 tabletop)
Display case (not refrigerated)
Metro shelving (3 sections)
Blodgett double convection oven
Walk-in refrigerator (new floor 2016)
Walk-in freezer (new floor 2016)
3 Old microwaves (we don't use not sure if they work)
Panini press
Drink cooler (from Bayside)
Drink cooler in front kitchen 2 Slicers
Dishwashing machine - leased
Rancilio 2 group espresso machine
3-bin sink washing
2-bin sink (food prep)
5 hand sinks
4 wooden prep tables
Metro shelving
Dunnage rack
Rolling rack(s)
Avaya phone system (service contract)
Ventilated hood system
Assorted pots and pans
A few plates/bowls
Lightspeed POS system with 2 I-PADS, 2 printers and kitchen printer (2016) (1 payment left of \$1548.00 due October 2019. Current contract expires October 27, 2020 and Andrew Collins is the representative
Ice machine (2016)

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made this 12th day of October 2016, by and between **STONEGATE SOUTH MAIN LLC**, with an address of c/o Stonegate Group, LLC, 83 Speen Street, Natick, MA 01760 (the "Lessor"), **CHRISMA, INCORPORATED**, a Massachusetts Corporation with a principal place of business located at 9 South Main Street, Natick, MA 01760 (the "Lessee" and sometimes hereinafter referred to as the "Assignor"), **LA FETE, LLC**, a Massachusetts Limited Liability Company with a principal place of business located at 148 East Central Street, Natick, MA 01760 (the "Assignee"), and **MARGARET C. NICHOLS and KEVIN D. CARTER**, both of 238 Pleasant Street, Millis, MA 02054 (the "Guarantors"). Each of Lessor, Lessee, Assignor, Assignee, and Guarantors may be referred to herein individually as a "Party" or collectively the "Parties".

WHEREAS, there exists a certain Lease Agreement dated as of April 29, 2008 by and between Stonegate South Main LLC, as successor to Susan A. Hughes, Trustee of Main Pond Realty Trust and Chrisma, Incorporated, as amended by the First Amendment to Lease dated November 28, 2014 and by the Second Amendment to Lease dated April 28, 2016 (collectively, the "Lease"), attached hereto as Exhibit A, whereby Lessee leases from Lessor approximately 7,244 rentable square feet located on the first floor and in the basement (the "Leased Premises") of the building known as and numbered 9-13 South Main Street, Natick, Massachusetts (the "Building"); and

WHEREAS, Lessee and Assignee have entered into a transaction the effect of which is the Assignee's assumption of the Lessee's business, presently known as Bakery on the Common, which is located at the Premises; and

WHEREAS, Lessee is desirous of assigning its right, title and interest under the Lease to Assignee for the continued use of the Premises as a café and bakery restaurant and for such business matters as are normally associated with the aforementioned use and no other; and

WHEREAS, Assignee is desirous of assuming Lessee's rights, title, interest and obligations under the Lease and for the continued use of the Premises as a café and bakery restaurant and for such business matters as are normally associated with the aforementioned use and no other; and

WHEREAS, Lessor consents to the assignment of the Lease upon the following terms and conditions;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration paid by each party to the other, the Parties hereto agree as follows:

1. Effective October 19th, 2016, the Lessee shall assign all of its right, title and interest as Lessee in the Lease to the Assignee and the Lessor hereby consents to the assignment of the Lease by the Lessee to the Assignee. The Assignee assumes and agrees to be bound by and pay and perform all of the obligations, terms, covenants, and conditions, which pursuant to the Lease are to be observed, kept and performed by the Lessee. Lessor's consent to this assignment is upon the express condition that no further assignment of the Lease shall hereafter be made without the express written consent of the Lessor in accordance with the terms of the Lease.

2. The Assignor hereby expressly agrees that such assignment notwithstanding, the Assignor shall remain liable to the Lessor for the payment of all rent and for the full performance of the covenants and conditions of the Lease. Notwithstanding, effective December 31, 2022, Lessor shall release Assignor from all responsibilities and obligations under the Lease and the Assignor shall relinquish all of its rights, title and interest under the Lease.

3. Simultaneously herewith, as a condition of the effectiveness of this Agreement, which conditions may only be waived by Lessor, in its sole discretion, Lessee and Assignee shall cause the Guarantors to execute and deliver an unconditionally personal guaranty, in a form substantially identical to **Exhibit B**, during the term of the Lease and any extension, renewal or holdover term thereof.

4. The Guarantors agree to personally guaranty and to be primarily liable for the performance of all of the terms and conditions of the Lease to be performed by the Assignee thereunder, including the prompt and punctual payment of Base Rent, Additional Rent, and any other charges to be paid by the Assignee pursuant to the Lease.

5. Simultaneously herewith, as a further condition of the effectiveness of this Agreement, Lessor and Assignee shall execute a Third Amendment to Lease, in a form substantially identical to **Exhibit C**, whereby Lessor shall (i) provide Assignee with one (1) additional three-year renewal option commencing January 1, 2023, and (ii) modify section 6 of the Lease Agreement dated as of April 29, 2008 to permit Lessee to serve alcohol and use display candles in the Leased Premises, both provisions on terms more particularly described in the Third Amendment to Lease.

6. Except as modified herein, in no way does this Agreement modify, extend, or otherwise alter the terms and conditions and covenants of the Lease.

7. The Parties hereby represent that the Lease between Lessor and Lessee is in full force and effect, and Lessee hereby confirms that (i) there exists no default of Lessor in the performance of any of Lessor's obligations under the Lease; and (ii) there is no event which, with the passage of time or the giving of notice, or both, would constitute a default or failure of Lessor in the performance of any obligations under the Lease.

8. The Lessee acknowledges that Lessee does not have any claims, counterclaims, offsets, charges, or demands of any kind or nature against the Lessor or their respective managers, officers, directors, employees, agents, members or attorneys; however, to the extent any such claims, counterclaims, defenses, liabilities, offsets, charges or demands now exist, whether known or unknown to the Lessee, the Lessee hereby waives, remises and releases the Lessor and their respective managers, officers, directors, employees, agents, members or attorneys of and from the same.

9. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10. The undersigned individuals hereby certify that they have been duly authorized to execute and deliver this Agreement on behalf of the Lessor, Lessee, Assignor, Assignee, and Guarantors, respectively.

11. The Parties represent and warrant to each other that they have not dealt with any broker in connection with this Agreement and each party agrees to indemnify the other from any claims made by any broker arising in breach of such representation.

12. All capitalized terms herein, if not otherwise defined, shall have the meanings ascribed to them in the Lease.

13. This Agreement may be executed in multiple counterparts and collectively shall be deemed one instrument. The Parties hereto agree that facsimile signatures shall be deemed original signatures for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 17th day of October 2016.

LESSOR
Stonegate South Main LLC


By: Dean Calivas, Stonegate Group, LLC on
behalf of Stonegate South Main LLC

LESSEE / ASSIGNOR
Christma Incorporated


By: Marina B. Jorge, President


By: Fernando A. Jorge, Treasurer

ASSIGNEE
La Fete, LLC


By: Margaret C. Nichols, its Manager


By: Kevin D. Carter, its Manager

GUARANTORS


By: Margaret C. Nichols, individually


By: Kevin D. Carter, individually

EXHIBIT C

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease is made as of this 17th day of October 2016 by and between **STONEGATE SOUTH MAIN LLC** (the "Lessor"), with an address of c/o Stonegate Group, LLC, 83 Speen Street, Natick, Massachusetts 01760 and **LA FETE, LLC**, as successor to **CHRISMA, INCORPORATED**, (the "Lessee") with a principal place of business at 148 East Central Street, Natick, Massachusetts 01760.

WHEREAS, there exists a certain Lease Agreement dated as of April 29, 2008 by and between Stonegate South Main LLC, as successor to Susan A. Hughes, Trustee of Main Pond Realty Trust and Chrisma, Incorporated, as amended by the First Amendment to Lease dated November 28, 2014, by the Second Amendment to Lease dated April 28, 2016, and the Assignment and Assumption Agreement of even date (collectively, the "Lease"), whereby Lessee leases from Lessor approximately 7,244 rentable square feet located on the first floor and in the basement (the "Leased Premises") of the building known as and numbered 9-13 South Main Street, Natick, Massachusetts (the "Building"); and

WHEREAS, Lessee desires one (1) additional three-year option to renew the Lease commencing January 1, 2023;

WHEREAS, Lessee has requested that section 6 of the Lease Agreement dated April 29, 2008 be modified to permit Lessee to serve alcohol and use display candles in the Leased Premises; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease;

NOW, THEREFORE, for good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Lessee shall have the option (the "Extension Option") to extend the Term of the Lease for one (1) additional period of three (3) years commencing January 1, 2023. The Lessee may exercise the Extension Option by giving written notice to Lessor of Lessee's election to extend the Term of the Lease, provided that such written notice shall be given not less than nine (9) months prior to the expiration of the current Term. In the event that the Extension Option is duly exercised, all references contained in this Lease to the Term, whether by number of years or number of months, shall be construed to refer to the Original Term hereof, as extended as aforesaid, whether or not specific reference thereto is made in this Lease. If Lessee does not give written notice of its election to extend at least nine (9) months prior to expiration of the current Term, Lessee's right to extend the Term will automatically terminate.

(i) Base Rent During Extension Term. In the event Lessee exercises its option to renew, Lessee shall pay to Lessor Base Rent equal to the "Fair Rental Value" for the Premises, but in no event less than the Base Rent in effect during the last year of the current Term, increased by \$1.00 square foot per year, and in any event Lessee shall continue to pay Additional Rent as set forth in the Lease. For purposes of this Amendment, "Fair Rental Value" shall mean the annual fair rental for the Premises to be leased by Lessee pursuant to its exercise of the renewal option that would be agreed upon between a lessor and lessee executing a lease in a comparable building of comparable age for comparable square footage located in the Natick area for a comparable term in light of all of the other business terms of the Lease.

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease is made as of this 28th day of April 2016 by and between **STONEGATE SOUTH MAIN LLC** with an address of c/o Stonegate Group, LLC, 83 Speen Street, Natick, Massachusetts 01760 and **CHRISMA, INCORPORATED** with a principal place of business at 9 South Main Street, Natick, Massachusetts 01760.

WHEREAS, there exists a certain Lease Agreement dated as of April 29, 2008 by and between Stonegate South Main LLC, as successor to Susan A. Hughes, Trustee of Main Pond Realty Trust (the "Lessor"), and Chrisma, Incorporated (the "Lessee"), as amended by the First Amendment to Lease dated November 28, 2014 (collectively, the "Lease"), whereby Lessee leases from Lessor approximately 7,244 rentable square feet located on the first floor and in the basement (the "Leased Premises") of the building known as and numbered 9-13 South Main Street, Natick, Massachusetts (the "Building"); and

WHEREAS, by a letter dated February 24, 2016, Lessee exercised its Extension Option, the terms of which are as defined in paragraph 5 of the First Amendment to Lease; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease;

NOW, THEREFORE, for good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Term of the Lease shall be extended for a period of three (3) years commencing on January 1, 2017 and terminating on December 31, 2019 (the "Extension Term"), unless sooner terminated pursuant to the terms of the Lease.
2. Commencing January 1, 2017, the monthly Base Rent for the Extension Term shall be as follows:

Lease Period	Monthly Base Rent
January 1, 2017 - December 31, 2017	\$7,500.00
January 1, 2018 - December 31, 2018	\$8,125.00
January 1, 2019 - December 31, 2019	\$8,750.00

The monthly Base Rent shall be payable by Lessee to Lessor on the first day of each calendar month without prior notice or demand and without offset or deduction of any kind whatsoever.

3. Lessee shall continue to pay its proportionate share of Additional Rent as set forth in the Lease.
4. The Lessee shall have the option (the "Extension Option") to extend the Term of the Lease for one (1) additional period of three (3) years commencing January 1, 2020. The Lessee may exercise the Extension Option by giving written notice to Lessor of Lessee's election to extend the Term of the Lease, provided that such written notice shall be given not less than nine (9) months prior to the expiration of the current Term. In the event that the Extension Option is duly exercised, all references contained in this Lease to the Term, whether by number of years or number of months, shall be construed to refer to the Original Term hereof, as extended as aforesaid, whether or not specific reference

(ii) Conditions Precedent to Exercise. Notwithstanding any contrary provision of this section or any other provision of the Lease or this Amendment, the Extension Option and any exercise thereof by Lessee shall be void and of no effect unless on the date Lessee notifies Lessor that it is exercising the Extension Option and on the date of commencement of the applicable Extension Term (a) the Lease is in full force and effect, (b) no Event of Default on the part of Lessee is pending or continuing under the Lease, (c) Lessee shall not have been late in the payment of Rent in more than four (4) of the twelve (12) months immediately preceding the Extension Term.

2. Section 6 of the Lease Agreement dated April 29, 2008 shall be amended by striking the sentence stating "No Alcohol or open flame permitted in the Leased Premises". Lessor acknowledges that Lessee intends to apply for, seek and use all diligent efforts to obtain, and to have duly approved by the appropriate governmental authorities and officials of the City of Natick and the Commonwealth of Massachusetts a liquor license permitting the Lessee to sell beer and wine for consumption within the Leased Premises. Moreover, Lessee shall be permitted to use display candles provided said usage complies with all applicable laws and ordinances. Lessee hereby acknowledges that it shall be solely responsible for any increase or adjustment in insurance premiums associated with the service of alcohol and/or use of candles in the Leased Premises.
3. Without limiting the generality of the indemnification and liability provisions of the Lease, the Lessee agrees to indemnify and hold harmless the Lessor from and against any and all claims and any and all loss, cost, damage or expense relating to (i) the use of candles or (ii) the sale of liquor and all alcoholic beverages in and from the Leased Premises, including, without limitation, any such claim arising from any act, omission or negligence of the Lessee, or the Lessee's contractors, licensees, agents, employees or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring from and after the date that possession of the Leased Premises is delivered to the Lessee until the end of the term of the Lease, whether such claim arises or accident, injury or damages occurs within the Leased Premises, or outside the Leased Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities (including, without limitation, reasonably attorney's fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of the Lease. It is understood that without this indemnification of the Lessor by the Lessee, the Lessor would not (i) permit open flames or (ii) permit the sale of alcoholic beverages in or from the Leased Premises, and the Lessee covenants that the Lessee's liability insurance referred to in the Lease shall cover, indemnify and hold harmless the Lessor from all such matters and items mentioned in this indemnity.
4. Without limiting the generality of other provisions of the Lease regarding insurance coverage to be maintained by the Lessee, for such period of time as the Lessee shall sell liquor or other alcoholic beverages, the Lessee agrees to maintain with a responsible and qualified insurance company approved by the Lessor, and with minimum combined limits of at least the minimum limits of insurance specified in the Lease plus minimum limits of coverage of at least \$2,000,000.00 under an umbrella policy covering excess "liquor law" liability, which shall insure the Lessee and the Lessor against any and all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like, including, without limitation, any claims mentioned in the immediately preceding indemnity paragraph; so that at all times the Lessor will be fully protected against any claims that may arise by reason of or in connection with the sale of liquor and alcoholic beverages in and from the Leased Premises. Certificates of such insurance shall at all times be deposited with the Lessor showing current insurance in force and all such policies shall name the Lessor as an additional insured

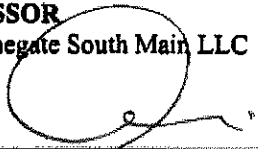
5. Lessee and Lessor each warrant and represent that it has dealt with no broker entitled to claim a fee or commission in connection with this transaction and each shall indemnify the other from and against any such claim, including without limitation reasonable attorney's fees incurred in connection therewith.
6. The undersigned individuals hereby certify that they have been duly authorized to execute and deliver this Amendment on behalf of the Lessee and the Lessor, respectively.
7. All capitalized terms herein, if not otherwise defined, shall have the meanings ascribed to them in the Lease.
8. This Amendment and the Lease contain the entire agreement between the parties with regard to the matters set forth herein and supersedes all prior discussions and understandings.
9. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. This Amendment may be executed in multiple counterparts and collectively shall be deemed one instrument. The parties hereto agree that facsimile signatures shall be deemed original signatures for all purposes.

Except as modified above, all terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Third Amendment and the terms and conditions of the Lease, the terms and conditions of this Third Amendment shall govern. The terms and conditions contained within this Third Amendment shall come into effect upon the date that it is executed by both Lessor and Lessee.


[Signature Page to Follow]

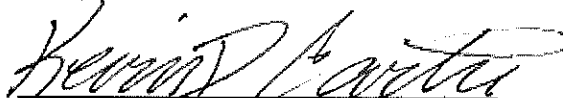
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 17th day of October 2016.

LESSOR
Stonegate South Main LLC



By: Dean Calivas, Stonegate Group, LLC on
behalf of Stonegate South Main LLC

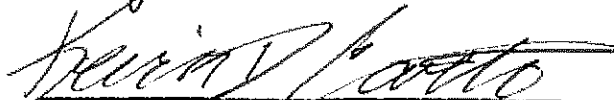
LESSEE
La Fete, LLC


By: Margaret C. Nichols, its manager


By: Kevin D. Carter, its manager

GUARANTORS


By: Margaret C. Nichols, individually


By: Kevin D. Carter, individually

thereto is made in this Lease. If Lessee does not give written notice of its election to extend at least nine (9) months prior to expiration of the current Term, Lessee's right to extend the Term will automatically terminate.

(i) Base Rent During Extension Term. In the event Lessee exercises its option to renew, Lessee shall pay to Lessor Base Rent equal to the "Fair Rental Value" for the Premises, but in no event less than the Base Rent in effect during the last year of the current Term, increased by \$1.00 square foot per year, and in any event Lessee shall continue to pay Additional Rent as set forth in the Lease. For purposes of this Amendment, "Fair Rental Value" shall mean the annual fair rental for the Premises to be leased by Lessee pursuant to its exercise of the renewal option that would be agreed upon between a lessor and lessee executing a lease in a comparable building of comparable age for comparable square footage located in the Natick area for a comparable term in light of all of the other business terms of the Lease.

(ii) Conditions Precedent to Exercise. Notwithstanding any contrary provision of this section or any other provision of the Lease or this Amendment, the Extension Option and any exercise thereof by Lessee shall be void and of no effect unless on the date Lessee notifies Lessor that it is exercising the Extension Option and on the date of commencement of the applicable Extension Term (a) the Lease is in full force and effect, (b) no Event of Default on the part of Lessee is pending or continuing under the Lease, (c) Lessee shall not have been late in the payment of Rent in more than four (4) of the twelve (12) months immediately preceding the Extension Term.

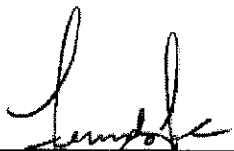
5. Lessee and Lessor each warrant and represent that it has dealt with no broker entitled to claim a fee or commission in connection with this transaction and each shall indemnify the other from and against any such claim, including without limitation reasonable attorney's fees incurred in connection therewith.
6. Lessee and Lessor each hereby confirm that as of the date of this Amendment (i) there exists no default of the other in the performance of any obligations under the Lease; and (ii) there is no event which, with the passage of time or the giving of notice, or both, would constitute a default or failure in the performance of any obligations under the Lease.
7. The Lessee and Lessor each acknowledge that they do not have any claims, counterclaims, offsets, charges, or demands of any kind or nature against the other or their respective managers, officers, directors, employees, agents, members or attorneys; however, to the extent any such claims, counterclaims, defenses, liabilities, offsets, charges or demands now exist, whether known or unknown, the Lessee and Lessor, respectively, hereby waives, remises and releases the other and their respective managers, officers, directors, employees, agents, members or attorneys of and from the same. The foregoing release and waiver excludes any claims which the Lessee or Lessor may have as a result of any acts or omissions occurring hereafter.
8. The undersigned individuals hereby certify that they have been duly authorized to execute and deliver this Amendment on behalf of the Lessee and the Lessor, respectively.

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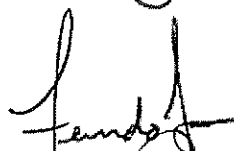
9. All capitalized terms herein, if not otherwise defined, shall have the meanings ascribed to them in the Lease.
10. This Amendment and the Lease contain the entire agreement between the parties with regard to the matters set forth herein and supersedes all prior discussions and understandings.
11. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
12. This Amendment may be executed in multiple counterparts and collectively shall be deemed one instrument. The parties hereto agree that facsimile signatures shall be deemed original signatures for all purposes.

Except as modified above, all terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Second Amendment and the terms and conditions of the Lease, the terms and conditions of this Second Amendment shall govern. The terms and conditions contained within this Second Amendment shall come into effect upon the date that it is executed by both Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed under seal as of the day and year first above written.



Witness



Witness



Witness

LESSEE
CHRISMA, INCORPORATED

By: 

Marina B. Jorge, President

LESSEE
CHRISMA, INCORPORATED

By: 

Fernando A. Jorge, Treasurer

LESSOR
STONEGATE SOUTH MAIN LLC

By: 

Dean Calivas, Stonegate Group, LLC,
agent for Stonegate South Main, LLC

GUARANTY OF LEASE

This Agreement made as of the 17th day of October 2016 by and between Kevin D. Carter (the "Guarantor") and Stonegate South Main LLC (the "Lessor").

WHEREAS, La Fete, LLC, a Massachusetts limited liability company, (hereinafter referred to as "La Fete") is desirous of being assigned the lease hereinafter described; and

WHEREAS, the Guarantor has requested the Lessor consent to the assignment of the Lease Agreement dated as of April 29, 2008 by and between Stonegate South Main LLC, as successor to Susan A. Hughes, Trustee of Main Pond Realty Trust, and Chrisma, Incorporated (the "Lessee"), as amended by the First Amendment to Lease dated November 28, 2014 and by the Second Amendment to Lease dated April 28, 2016 (collectively, the "Lease"), whereby Lessee leases from Lessor approximately 7,244 rentable square feet located on the first floor and in the basement (the "Leased Premises") of the building known as and numbered 9-13 South Main Street, Natick, Massachusetts (the "Building"), to La Fete ("Assignee"), such Lease to be effected by the terms and conditions of an assignment and assumption agreement of even date herewith by and among Lessor, Lessee, and La Fete; and

WHEREAS, the Lessor is unwilling to consent to the assignment of the Lease unless the Guarantor guaranties said Lease in the manner hereinafter set forth;

NOW, THEREFORE, to induce the Lessor to enter into the Lease, the undersigned Guarantor, hereby agrees as follows:

1. (a) The Guarantor hereby unconditionally, jointly and severally, if more than one, guaranties to the Lessor and the successors and assigns of the Lessor the full and punctual payment, performance and observance, by La Fete, of all the terms, covenants, and conditions in said Lease contained on La Fete's part to be paid, kept, performed and/or observed. The Guarantor waives notice of any breach or default by La Fete.

(b) If, at any time, default (after the giving of any required notice and the expiration of any cure periods) shall be made by La Fete in the performance or observance of any of the terms, covenants, or conditions in said Lease contained on the La Fete's part to be paid, kept, performed, or observed, the Guarantor will pay, keep, perform, and observe the same, as the case may be, in place and stead of the La Fete.

(c) Anything herein or in the Lease to the contrary notwithstanding, Guarantor hereby acknowledges and agrees that any security deposit or other credit in favor of La Fete may be applied to cure any La Fete default or offset any damages incurred by Lessor under the Lease, as Lessor determines in its sole and absolute discretion, and Lessor shall not be obligated to apply any such deposit or credit to any such default or damages before bringing any action or pursuing any remedy available to Lessor against Guarantor. Guarantor further acknowledges that its liability under this Guaranty shall not be affected in any manner by such deposit or credit, or Lessor's application thereof.

2. Any act of the Lessor, or the successors or assigns of the Lessor, consisting of a waiver of any of the terms or conditions of said Lease, or the giving of any consent to any manner or thing relating to said Lease, or the granting of any indulgences or extensions of time to La Fete, may be done without notice to the Guarantor and without releasing or modifying in any way the obligations of the Guarantor hereunder.

3. The obligations of the Guarantor hereunder shall not be released by Lessor's receipt, application or release of security given for the performance and observance of covenants and conditions in said Lease contained on La Fete's part to be performed or observed; nor by any modification of such Lease.

4. The liability of the Guarantor hereunder shall in no way be affected by (a) the release or discharge of La Fete in any assignment for the benefit of creditors, receivership, bankruptcy, or other proceedings; (b) the impairment, limitation, or modification of the liability of La Fete or the estate of La Fete in bankruptcy, or of any remedy for the enforcement of La Fete's said liability under the Lease, resulting from the operation of any present or future provisions of the Bankruptcy Code or other statute relating to insolvency or from the decision in any court relating to the relief of insolvent debtors; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by La Fete; (e) any disability or other defense of La Fete, except to the extent arising out of the act or omission of Lessor or breach of the Lease by the Lessor or anyone acting by or on behalf of the Lessor; or (f) the cessation for any cause whatsoever of the liability of La Fete as a result of a breach by the Lessor of Lessor's obligations under this Lease.

5. Until all the covenants and conditions in said Lease on La Fete's part to be performed and observed are fully performed and observed, the Guarantor: (a) shall have no right of subrogation against La Fete by reason of any payments or acts of performance by the Guarantor, in compliance with the obligations of the Guarantor hereunder; (b) waives any right to enforce any remedy which the Guarantor now or hereafter shall have against La Fete by reason of any one or more payment or acts of performance in compliance with the obligations of the Guarantor hereunder; and (c) subordinates any liability or indebtedness of La Fete now or hereafter held by the Guarantor to the obligations of La Fete to the Lessor under said Lease.

6. If any demand is made at any time upon the Lessor for the repayment or recovery of any amount or amounts received by it in payment or on account of any of the obligations guaranteed hereunder and if the Lessor pays all or any part of such amount or amounts by reason of any judgment, decree or order of any court or administrative body or by reason of any settlement or compromise of any such demand, the Guarantor will be and remain liable hereunder for the amount or amounts so repaid or recovered to the same extent as if such amount or amounts had never been received originally by the Lessor. The provisions of this section will survive any termination of this Guaranty of Lease and will be and remain effective notwithstanding any contrary action which may have been taken by the Guarantor in reliance upon such payment, and any such contrary action so taken will be without prejudice to the Lessor's rights under this Guaranty of Lease and will be deemed to have been conditioned upon such payment having become final and irrevocable.

7. This Guaranty shall apply to the said Lease, any extension or renewal thereof, and to any holdover term following the term hereby granted or any extension or renewal thereof.

8. This instrument may not be changed, modified, discharged, or terminated orally or in any manner other than by an express written agreement signed by the Guarantor and the Lessor.

9. The obligations of the Guarantor hereunder, if more than one, shall be joint and several.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as an instrument under seal as of the day and year first written above.

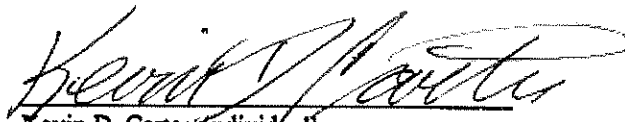

Kevin D. Carter, individually

EXHIBIT B

GUARANTY OF LEASE

This Agreement made as of the 11th day of October 2016 by and between Margaret C. Nichols (the "Guarantor") and Stonegate South Main LLC (the "Lessor").

WHEREAS, La Fete, LLC, a Massachusetts limited liability company, (hereinafter referred to as "La Fete") is desirous of being assigned the lease hereinafter described; and

WHEREAS, the Guarantor has requested the Lessor consent to the assignment of the Lease Agreement dated as of April 29, 2008 by and between Stonegate South Main LLC, as successor to Susan A. Hughes, Trustee of Main Pond Realty Trust, and Chrisma, Incorporated (the "Lessee"), as amended by the First Amendment to Lease dated November 28, 2014 and by the Second Amendment to Lease dated April 28, 2016 (collectively, the "Lease"), whereby Lessee leases from Lessor approximately 7,244 rentable square feet located on the first floor and in the basement (the "Leased Premises") of the building known as and numbered 9-13 South Main Street, Natick, Massachusetts (the "Building"), to La Fete ("Assignee"), such Lease to be effected by the terms and conditions of an assignment and assumption agreement of even date herewith by and among Lessor, Lessee, and La Fete; and

WHEREAS, the Lessor is unwilling to consent to the assignment of the Lease unless the Guarantor guaranties said Lease in the manner hereinafter set forth;

NOW, THEREFORE, to induce the Lessor to enter into the Lease, the undersigned Guarantor, hereby agrees as follows:

1. (a) The Guarantor hereby unconditionally, jointly and severally, if more than one, guaranties to the Lessor and the successors and assigns of the Lessor the full and punctual payment, performance and observance, by La Fete, of all the terms, covenants, and conditions in said Lease contained on La Fete's part to be paid, kept, performed and/or observed. The Guarantor waives notice of any breach or default by La Fete.

(b) If, at any time, default (after the giving of any required notice and the expiration of any cure periods) shall be made by La Fete in the performance or observance of any of the terms, covenants, or conditions in said Lease contained on the La Fete's part to be paid, kept, performed, or observed, the Guarantor will pay, keep, perform, and observe the same, as the case may be, in place and stead of the La Fete.

(c) Anything herein or in the Lease to the contrary notwithstanding, Guarantor hereby acknowledges and agrees that any security deposit or other credit in favor of La Fete may be applied to cure any La Fete default or offset any damages incurred by Lessor under the Lease, as Lessor determines in its sole and absolute discretion, and Lessor shall not be obligated to apply any such deposit or credit to any such default or damages before bringing any action or pursuing any remedy available to Lessor against Guarantor. Guarantor further acknowledges that its liability under this Guaranty shall not be affected in any manner by such deposit or credit, or Lessor's application thereof.

2. Any act of the Lessor, or the successors or assigns of the Lessor, consisting of a waiver of any of the terms or conditions of said Lease, or the giving of any consent to any manner or thing relating to said Lease, or the granting of any indulgences or extensions of time to La Fete, may be done without notice to the Guarantor and without releasing or modifying in any way the obligations of the Guarantor hereunder.

3. The obligations of the Guarantor hereunder shall not be released by Lessor's receipt, application or release of security given for the performance and observance of covenants and conditions in said Lease contained on La Fete's part to be performed or observed; nor by any modification of such Lease.

4. The liability of the Guarantor hereunder shall in no way be affected by (a) the release or discharge of La Fete in any assignment for the benefit of creditors, receivership, bankruptcy, or other proceedings; (b) the impairment, limitation, or modification of the liability of La Fete or the estate of La Fete in bankruptcy, or of any remedy for the enforcement of La Fete's said liability under the Lease, resulting from the operation of any present or future provisions of the Bankruptcy Code or other statute relating to insolvency or from the decision in any court relating to the relief of insolvent debtors; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by La Fete; (e) any disability or other defense of La Fete, except to the extent arising out of the act or omission of Lessor or breach of the Lease by the Lessor or anyone acting by or on behalf of the Lessor; or (f) the cessation for any cause whatsoever of the liability of La Fete as a result of a breach by the Lessor of Lessor's obligations under this Lease.

5. Until all the covenants and conditions in said Lease on La Fete's part to be performed and observed are fully performed and observed, the Guarantor: (a) shall have no right of subrogation against La Fete by reason of any payments or acts of performance by the Guarantor, in compliance with the obligations of the Guarantor hereunder; (b) waives any right to enforce any remedy which the Guarantor now or hereafter shall have against La Fete by reason of any one or more payment or acts of performance in compliance with the obligations of the Guarantor hereunder; and (c) subordinates any liability or indebtedness of La Fete now or hereafter held by the Guarantor to the obligations of La Fete to the Lessor under said Lease.

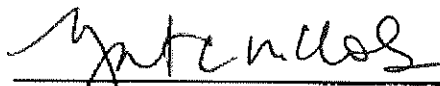
6. If any demand is made at any time upon the Lessor for the repayment or recovery of any amount or amounts received by it in payment or on account of any of the obligations guaranteed hereunder and if the Lessor pays all or any part of such amount or amounts by reason of any judgment, decree or order of any court or administrative body or by reason of any settlement or compromise of any such demand, the Guarantor will be and remain liable hereunder for the amount or amounts so repaid or recovered to the same extent as if such amount or amounts had never been received originally by the Lessor. The provisions of this section will survive any termination of this Guaranty of Lease and will be and remain effective notwithstanding any contrary action which may have been taken by the Guarantor in reliance upon such payment, and any such contrary action so taken will be without prejudice to the Lessor's rights under this Guaranty of Lease and will be deemed to have been conditioned upon such payment having become final and irrevocable.

7. This Guaranty shall apply to the said Lease, any extension or renewal thereof, and to any holdover term following the term hereby granted or any extension or renewal thereof.

8. This instrument may not be changed, modified, discharged, or terminated orally or in any manner other than by an express written agreement signed by the Guarantor and the Lessor.

9. The obligations of the Guarantor hereunder, if more than one, shall be joint and several.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as an instrument under seal as of the day and year first written above.



Margaret C. Nichols, individually

EXHIBIT A
LEASE AGREEMENT
(attached)

BARKER

LEASE

1. PARTIES: SUSAN A. HUGHES, TRUSTEE of MAIN POND REALTY TRUST, under Declaration of Trust recorded with the Middlesex South District Registry of Deeds in Book 14177, Page 391, having an address of 28 West Central Street, Natick, Massachusetts, hereinafter referred to as LESSOR, which expression shall include LESSOR'S successors and assigns where the context so admits, does hereby lease to CHRISMA, INCORPORATED, a duly organized and validly existing Massachusetts corporation, having an address of 2 Briar Cliff Road, Hopedale, Massachusetts, hereinafter referred to as LESSEE, which expression shall include LESSEE'S successors and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
2. PREMISES: That portion of the building located at 9 South Main Street and 4 Pond Street in the Town of Natick, Massachusetts, containing approximately 3,750 square feet of space on the first floor and 3,750 square feet of space in the basement ("Leased Premises"), excluding, however, from the basement, an area of approximately 800 square feet to be utilized by the LESSOR as set forth in Paragraph 21 below, together with the right of LESSEE to the reasonable use of the parking lot adjacent to the Leased Premises, in common with all others entitled thereto, to include at least 4 parking spaces including space for a compact car or dumpster. Being a portion of premises described in Deed recorded with Middlesex South District Registry of Deeds in

Book 14177, Page 403 (said entire land and building herein "Building").

3. TERM: The initial term of this Lease shall be for TWO YEARS, EIGHT MONTHS and FIFTEEN (15) days, commencing on April 15, 2008, and ending on December 31, 2010. It is agreed that the commencement date of April 15, 2008 shall be adjusted so that it is the same date of the closing on LESSEE's purchase of the business now at the Leased Premises, and the rent shall be prorated as to said date. LESSEE shall also have the right to two (2) options to extend the Lease, each for a three (3) year period, with the first option to be for the period January 1, 2011 to December 31, 2013; and the second option to be for the period January 1, 2014 to December 31, 2016. LESSEE shall notify LESSOR at least forty - five (45) days prior to the end of the immediate prior term, if LESSEE determines to extend said Lease.

4. RENT: For the initial term, the Base Rent shall be ✓\$5,833.00 per month. For the first option period, the Base rent shall be \$6,250.00 per month. For the second option period, the Base Rent shall be \$6,667.00 per month.

✓
The aforesaid Base Rent shall all real estate taxes applicable to the Leased Premises and LESSOR shall promptly pay all such expenses and shall keep the Building fully insured against all casualty and other damage in replacement cost. Lessee should maintain liability insurance in the amount of \$1,000,000.00 per occurrence and

\$2,000,000.00 in the aggregate, as well as cover all the glass. The policy shall name as additional insured both the Lessor (Main Pond Realty Trust) and Lessor's Mortgagee, Middlesex Savings Bank.

In the event due to LESSEE's unique and specific use of the Leased Premises, LESSOR's insurance premium shall increase more than ten (10%) percent for any single year, LESSEE shall reimburse LESSOR for such increase in insurance expense, upon demand by LESSOR for length of lease.

In the event the real estate taxes due as to the Building increases more than ten (10%) percent over the prior year, in any single year (except if said increase is the result of the use by LESSOR of the basement described in Paragraph 21 below), then as an additional charge, LESSEE shall pay to LESSOR the LESSEE's share of the increase applicable to the Leased Premises (which is agreed to be 50%) of said increase in the real estate taxes for the Building and future years.

In addition to the aforesaid monthly rental payment due to LESSOR, LESSEE shall also be responsible for the prompt payment of (i) all heating, electrical and other utility charges related solely and metered separately to the Leased Premises; (ii) all personal property taxes and assessments as to LESSEE's use of the Leased Premises; and (iii) all maintenance expenses of whatever type and kind related solely to the Leased Premises, including but not limited to, all plumbing and heating system repairs at the leased

premises.

LESSOR shall be solely responsible for, and shall keep in good order, and repair, maintain and replace as necessary, the following: all common areas of the Building (both interior and exterior), the roof, foundation and all supports so that the Building and structure shall remain in a watertight condition, all structural supports, walls, and parking areas. Lessee to plow snow at lessee's expense.

LESSOR shall be solely responsible, and shall indemnify LESSEE from, any and all liability, cost and damage related to compliance with any and all environmental laws and regulations related to the Building.

LESSOR shall pay all utility expenses for the Building which are not separately metered to the Leased Premises.

5. SECURITY DEPOSIT: In conjunction with the execution of the within Lease, LESSOR has transferred a deposit paid by the prior tenant at the property (Ranz, Inc.) in the amount of TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00) to LESSEE's obligations hereunder, representing a Security Deposit. LESSEE has this date paid this amount to Ranz, Inc. related to the purchase of the business now at the Leased Premises. LESSEE acknowledges that the within Lease is a commercial lease and LESSOR shall not be obligated to segregate or to hold said Security Deposit in an interest bearing account.
6. USE OF LEASED PREMISES: The LESSEE shall use the Leased

Premises for the sole purpose of the operation of a café and bakery restaurant and such other lawful uses permitted under the Zoning By Laws of the Town of Natick. No Alcohol or open flame permitted in Leased Premises.

7. COMPLIANCE WITH LAWS: The LESSEE acknowledges that no trade or occupation shall be conducted in the Leased Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the Town of Natick. LESSEE acknowledges that in its proposed use of said Leased Premises, all regulations and laws of the Commonwealth of Massachusetts as to its operation will be fully complied with and LESSEE hereby covenants to do so and covenants to hold LESSOR harmless for any loss, damage or liability occasioned as a result of LESSEE'S failure to follow said laws and regulations.
8. FIRE INSURANCE: The LESSEE shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, all extra insurance premiums caused by the LESSEE'S use of the Leased Premises. LESSOR acknowledges that as of this date, LESSEE's proposed use will not result in any such extra insurance premium.

9. MAINTENANCE OF PREMISES: The LESSEE acknowledges that it is leasing the Leased Premises in as is, where is condition with LESSEE responsible for any and all improvements on the Leased Premises. LESSEE agrees to maintain all interior portions of the Leased Premises in the same condition as they are in at the commencement of the term of this Lease, or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted. The LESSEE shall not permit the Leased Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any additional signage on the Leased Premises, which consent shall not be unreasonably withheld. Any such sign shall conform to the municipal laws of the Town of Natick, Massachusetts. LESSOR acknowledges that the present signage is acceptable.
10. ALTERATIONS-ADDITIONS: LESSEE shall be responsible for all renovations, alterations and/or improvements to the Leased Premises desired and to comply with all building codes and regulations promulgated by any local or state regulating authority. All improvements and or alterations shall only be completed after LESSOR consents thereto in writing, which consent shall not be unreasonably withheld. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction and in full conformance with all applicable state and local building and zoning laws. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the

Leased Premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

11. ASSIGNMENT-SUBLEASING: Intentionally Deleted.

12. SUBORDINATION: This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, a lien or liens now or at any time hereafter placed on the property of which the Leased Premises are a part, and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, so long as Lender agrees to a standard nondisturbance/attornment agreement. Upon LESSEE'S request, LESSOR shall promptly execute and provide to LESSEE a Landlord's Waiver and Consent and an executed Subordination and Non Disturbance Agreement from any mortgagees of the Building, related to any financing of LESSEE's business at the Leased Premises.

13. LESSOR'S ACCESS: The LESSOR or agents of the LESSOR may, in case of emergency or with advanced telephone

notification to the LESSEE, enter to view the Leased Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations in a good and workmanlike manner as LESSOR shall elect to do, and within the last sixty (60) days of the term, may show the Leased Premises to others, and at any time within thirty (30) days before the expiration of the term (as extended), may affix to any suitable part of the Leased Premises a notice for letting or selling the Leased Premises or property of which the Leased Premises are a part and keep the same so affixed without hindrance or molestation. Lessee shall provide Lessor with immediate access to boiler of Lessor as necessary but Lessor shall not cause any damage to property of Lessee or cause any disruption of Lessee's business related to said access.

14. INDEMNIFICATION AND LIABILITY: The LESSEE shall save the LESSOR harmless from any claim or damage resulting from neglect in not removing snow and/or ice from the entrance areas bordering upon the Leased Premises. The removal of snow and ice from the entrance areas bordering upon the Leased Premises shall be LESSEE's sole responsibility.

LESSEE hereby indemnifies LESSOR and saves them harmless and defend them from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or any part thereof, or occasioned wholly

or in part by any act or omission of LESSEE, its agents, contractors, employees, servants, lessees or concessionaires, unless caused by LESSOR's negligence, in which case LESSOR shall indemnify LESSEE from and against any claims, actions, damages, liability and expenses arising from said occurrence. LESSEE shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by LESSOR in enforcing the covenants and agreements in this Lease. Notwithstanding the foregoing, LESSEE will not be liable for any legal expenses incurred by LESSOR in a suit between LESSOR and LESSEE in which final judgment is for LESSEE.

15. LESSEE'S LIABILITY INSURANCE: The LESSEE shall maintain with respect to the Leased Premises by the LESSEE, comprehensive public liability insurance in the amount of One Million (\$1,000,000.00) Dollars, and with personal property damage and fire and liability insurance in limits of Two Hundred and Fifty Thousand (\$250,000.00) Dollars in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring the LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured named therein and to Lessor (Main Pond Realty Trust) and to Lessor's

Mortgagee (Middlesex Savings Bank) in amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate as to liability.

16. FIRE, CASUALTY, EMINENT DOMAIN: Should a substantial portion of the Leased Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, and LESSOR's Mortgagee does not allow the re-building of said structure, the LESSOR may elect to terminate this Lease. When such fire, casualty or taking renders the Leased Premises substantially unsuitable for their intended use and LESSOR's Mortgagee does not allow the re-building of said structure, a just and proportionate abatement of rent shall be made. The LESSEE may elect to terminate this Lease if:

- (a) the LESSOR fails to give written notice within thirty (30) days of said fire, casualty or taking, indicating its intention to restore the Leased Premises, or
- (b) the LESSOR fails to restore the Leased Premises to a condition substantially suitable for their intended use within Ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property or equipment.

17. DEFAULT AND BANKRUPTCY: In the event that:

- (a) the LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for fifteen (15) days after written notice; or
- (b) the LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within twenty (20) days after written notice thereof, by certified mail to LESSEE's address as stated herein; this term shall be extended for an additional thirty (30) day period, provided that the LESSEE is making a good faith effort to undertake a cure; or
- (c) the LESSEE shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of LESSEE'S property for the benefit of creditors; then

the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, and/or to declare the term of this Lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the

observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorneys fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of twelve (12%) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent. LESSOR shall use commercially reasonable efforts to re-lease the premises after LESSEE vacates the premises and removes all personal property.

18. NOTICE AND PAYMENT OF RENT: Any notice from the LESSOR to the LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served if left at the Leased Premises addressed to the LESSEE, or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at the address above, or at such address as the LESSOR may from time to time advise in writing. All rent and notices shall be paid and sent to the LESSOR at

LESSOR's address stated above, or at such other address as the LESSOR may from time to time advise in writing.

19. SURRENDER: The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Leased Premises). LESSEE shall deliver to the LESSOR the Leased Premises and all keys locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the Leased Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage of the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property. Heat and Air Conditioning equipment shall remain upon Lessee vacating the premises, said equipment to be in as is condition and Lessee makes no representations as to same.

21. BASEMENT AREA: LESSOR and LESSEE agree that as to the 800

square foot portion of the basement which LESSOR shall have the right to use, the following terms shall apply:

- a. the exact location of the area shall be mutually agreed upon and shall be solely used by LESSOR and is not assignable nor may it be leased to any other person without Lessee's prior consent; and
- b. no items which could cause any environmental hazard or liability may be stored or used in said area, and the use of said area shall not interfere with LESSEE's intended use of the Leased Premises, will not contribute to any hazard to any employees of LESSEE, nor interfere with entrance or egress by LESSEE or LESSEE's employees or vendors.

22. MISCELLANEOUS: LESSOR covenants that upon LESSEE'S paying the rent herein reserved and performing and observing all of the other covenants to be performed and observed on the part of the LESSEE, LESSEE may use and occupy the Leased Premises throughout the full term of this Lease without any disturbance by LESSOR or by any person over whom LESSOR has control.

LESSEE acknowledges that it is solely responsible for its personal property located in or about the Leased Premises.

LESSEE acknowledges that this Agreement constitutes a Commercial Lease and not a Residential Lease. LESSEE shall be solely responsible for all costs, expenses and liability for the storage and removal of its trash, garbage, and all

other materials to be disposed of, from the property of the LESSOR.

LESSOR and LESSEE agree to execute the Notice of Lease attached hereto as Exhibit A to be recorded with the Middlesex South District Registry of Deeds, and LESSOR agrees to execute a termination of the prior Notice of Lease recorded with said Registry. LESSOR agrees to execute a Landlord Waiver and Consent and a Subordination/Non Disturbance as to any Mortgagee of Lessee promptly upon Lessee's request.

This instrument contains the entire and only agreement between the parties is to be construed under Massachusetts law, and may only be amended by a writing signed by all parties. No oral statements or representations or prior written matter not contained in this instrument shall have any force or effect.

The heading notes used herein are used only as a matter of convenience for reference, and are not to be considered a part of this Lease or to be used in determining the intent of the parties to this Lease.

The provisions of this Lease shall be binding on and enforceable by the parties and their respective heirs, devisees, personal representative, successors and assigns, as appropriate.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common seals this 29th day of April, 2008.

SIGNED IN THE PRESENCE OF:

LESSOR:

MAIN POND REALTY TRUST

Joseph J. Ingram
WITNESS:

Susan A. Hughes, Trustee
BY: SUSAN A. HUGHES, TRUSTEE

LESSEE:

CHRISMA, INCORPORATED

Marina B. Jorge
WITNESS:

Marina B. Jorge
BY: MARINA B. JORGE, PRESIDENT

W/Lam/lease/NatickCafeMainPondtoChrismaFinalLease

FIRST AMENDMENT TO LEASE

This First Amendment to Lease is made as of this 28th day of November 2014 by and between **STONEGATE SOUTH MAIN LLC ("Lessor")** with an address of c/o Stonegate Group, LLC, 83 Speen Street, Natick, Massachusetts 01760 and **CHRISMA, INCORPORATED ("Lessee")** with a principal place of business at 9 South Main Street, Natick, Massachusetts 01760.

WHEREAS, there exists a certain Lease Agreement dated as of April 29, 2008, the "Lease", between Stonegate South Main LLC as successor to Susan A. Hughes, as Trustee of Main Pond Realty Trust, (the "Lessor"), and Chrisma, Incorporated ("Lessee"), whereby Lessee leases from Lessor approximately 7,244 rentable square feet located on the first floor and in the basement (the "Leased Premises") of the building known as and numbered 9-13 South Main Street, Natick, Massachusetts (the "Building"). A copy of the Lease is attached hereto as Exhibit A; and

WHEREAS, Lessee previously exercised its second and final two-year extension option, and presently has no right to the Leased Premises after December 31, 2016, the expiration of the second extension term; and

WHEREAS, Lessee has requested that Lessor grant Lessee with the right to one (1) additional extension option of three (3) years commencing January 1, 2017; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease;

NOW, THEREFORE, for good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The current Term of the Lease expires on December 31, 2016, unless it is sooner terminated pursuant to the Lease.
2. The Base Rent payable by Lessee to Lessor for the remainder of the current Term is Six Thousand Six Hundred Sixty Seven and 00/100 Dollars per month, and that said monthly Base Rent shall be due in advance on the first day of each month without prior notice or demand and without offset or deduction of any kind whatsoever.
3. Lessee shall continue to pay its proportionate share of real estate tax and operating expenses pursuant to the Lease.
4. If Base Rent, Additional Rent, or any other sum payable hereunder remains outstanding for a period of five (5) days, the Lessee shall pay to the Lessor a late charge equal to (a) an administrative fee of Two Hundred Fifty and 00/100 Dollars (\$250.00), plus (b) interest equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.

5. The Lessee shall have the option (the "Extension Option") to extend the Term of the Lease for one (1) additional period of three (3) years commencing January 1, 2017. The Lessee may exercise the Extension Option by giving written notice to Lessor of Lessee's election to extend the Term of the Lease, provided that such written notice shall be given not less than nine (9) months prior to the expiration of the current Term. Within fifteen (15) days of receiving Lessee's notice to extend, Lessor shall notify Lessee of Lessor's calculation of Fair Rental Value as defined in paragraph 5(i) below. If Lessee does not agree with Lessor's calculation of Fair Rental Value within fifteen (15) days of receiving Lessor's calculations, then Lessee may rescind its notice and the lease shall terminate on December 31, 2016. However, if Lessee and Lessor agree on Lessor's Fair Rental Value calculation within fifteen (15) days of Lessee receiving Lessor's calculations, then the Term of the Lease shall be automatically extended by three (3) years without the requirement of any further instrument, upon the same terms and conditions set forth in the Lease, except for Base Rent. In the event that an Extension Option is duly exercised, all references contained in this Lease to the Term, whether by number of years or number of months, shall be construed to refer to the Original Term hereof, as extended as aforesaid, whether or not specific reference thereto is made in this Lease. If Lessee does not give written notice of its election to extend at least nine (9) months prior to expiration of the current Term, Lessee's right to extend the Term will automatically terminate. Time is of the essence as to the giving of the extension notice, Lessor's advising on the new Base Rent due during the Extension Term, and Lessee's acceptance of said Base Rent.

(i) Base Rent During Extension Term. In the event Lessee exercises its option to renew, Lessee shall pay to Lessor Base Rent equal to the "Fair Rental Value" for the Premises, but in no event less than the Base Rent in effect during the last year of the current Term, and in any event Lessee shall continue to pay Additional Rent as set forth in the Lease. For purposes of this Amendment, "Fair Rental Value" shall mean the annual fair rental for the Premises to be leased by Lessee pursuant to its exercise of the renewal option that would be agreed upon between a lessor and lessee executing a lease in a comparable building of comparable age for comparable square footage located in the Natick area for a comparable term in light of all of the other business terms of the Lease.

(ii) Conditions Precedent to Exercise. Notwithstanding any contrary provision of this section or any other provision of the Lease or this Amendment, the Extension Option and any exercise thereof by Lessee shall be void and of no effect unless on the date Lessee notifies Lessor that it is exercising the Extension Option and on the date of commencement of the applicable Extension Term (a) the Lease is in full force and effect, (b) no Event of Default on the part of Lessee is pending or continuing under the Lease, (c) Lessee shall not have been late in the payment of Rent in more than four (4) of the twelve (12) months immediately preceding the Extension Term, and (d) Lessee has neither assigned the Lease nor sublet any portion of the Premises.

6. Lease section 11 shall be amended as follows: Lessee shall not assign or sublet the whole or any part of the Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, Lessee shall remain liable to Lessor for the payment of all rent and for the full performance of the covenants and conditions of the Lease.

7. Lease section 13 shall be deleted in its entirety and shall be replaced with the following: Lessor or agents of the Lessor may, at reasonable times, enter to view the Leased Premises and may remove placards and signs not approved and affixed as provided in the Lease, and make repairs and alterations as Lessor should elect to do and may show the Leased Premises to others, and at any time within nine (9) months before the expiration of the Term, may affix to any suitable part of the Leased Premises a notice for letting or selling the Leased Premises or property of which the Leased Premises are a part and keep the same so affixed without hindrance or molestation.

8. Lease section 18 shall be deleted in its entirety and shall be replaced with the following: Any notice from the Lessor to Lessee relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if left at the Leased Premises addressed to the Lessee, or if mailed to the Leased Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessee. Any notice from Lessee to Lessor relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessor at such address as the Lessor may from time to time advise in writing. All rent shall be paid and sent to the Lessor at Stonegate South Main LLC, c/o Stonegate Group, LLC, 83 Speen Street, Natick, MA 01760.

9. Lessee shall maintain in full force, with respect to the Leased Premises and the Building and property of which the Leased Premises are a part, commercial general liability insurance written on an occurrence basis and including contractual liability coverage to cover any liabilities assumed under the Lease in the amount of \$2,000,000.00, with property-damage insurance in limits of \$2,000,000, with responsible companies qualified to do business in Massachusetts and in good standing therein naming the Lessor and Lessor's agent as Additional Insured against injury to persons or damage to property as provided. The Lessee shall deposit with the Lessor certificates for such insurance upon execution of this Lease Amendment, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled or amended without at least twenty (20) days' prior written notice to each Additional Insured named therein. The Lessor shall have the right from time to time to require modifications to the policy or policies or to require an increase in such minimum limits upon notice to the Lessee, provided that any such increase or modifications shall provide coverage of a nature and in amounts similar to coverage on like properties in the Greater Boston market as reasonably determined by Lessor. Additionally, Lessee shall also maintain in full force and effect throughout the Term so long as the Tenant is in occupancy of any part of the Leased Premises, property insurance covering the Lessee's furnishings, fixtures, and equipment.

10. Lessee and Lessor each warrant and represent that it has dealt with no broker entitled to claim a fee or commission in connection with this transaction and each shall indemnify the other from and against any such claim, including without limitation reasonable attorney's fees incurred in connection therewith.

11. No owner of the property of which the Leased Premises are a part shall be liable hereunder except for breaches of the Lessor's obligations occurring during the period of such ownership. The obligations of the Lessor shall be binding upon the Lessor's interest in said property, but not upon other assets of the Lessor, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the Lessor shall be personally liable for performance of the Lessor's obligations hereunder.

12. Lessee shall pay to Lessor an amount equal to two hundred percent (200%) of the Base Rent and Additional Rent during each month or portion thereof for which Lessee shall retain possession of the Leased Premises or any part thereof after the termination or expiration of Lessee's right of possession, and shall also pay all damages sustained by Lessor on account thereof.

13. Lessee and Lessor each hereby confirm that as of the date of this Amendment (i) there exists no default of the other in the performance of any obligations under the Lease; and (ii) there is no event which, with the passage of time or the giving of notice, or both, would constitute a default or failure in the performance of any obligations under the Lease.

14. The Lessee and Lessor each acknowledge that they do not have any claims, counterclaims, offsets, charges, or demands of any kind or nature against the other or their respective managers, officers, directors, employees, agents, members or attorneys; however, to the extent any such claims, counterclaims, defenses, liabilities, offsets, charges or demands now exist, whether known or unknown, the Lessee and Lessor, respectively, hereby waives, remises and releases the other and their respective managers, officers, directors, employees, agents, members or attorneys of and from the same. The foregoing release and waiver excludes any claims which the Lessee or Lessor may have as a result of any acts or omissions occurring hereafter.

15. The undersigned individuals hereby certify that they have been duly authorized to execute and deliver this Amendment on behalf of the Lessee and the Lessor, respectively.

16. All capitalized terms herein, if not otherwise defined, shall have the meanings ascribed to them in the Lease.

17. This Amendment, and the original Lease contain the entire agreement between the parties with regard to the matters set forth herein and supersedes all prior discussions and understandings.


18. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. This Amendment may be executed in multiple counterparts and collectively shall be deemed one instrument. The parties hereto agree that facsimile signatures shall be deemed original signatures for all purposes.

Except as modified above, all terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions of the Lease, the terms and conditions of this First Amendment shall govern. The terms and conditions contained within this First Amendment shall come into effect upon the date that it is executed by both Lessor and Lessee.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed under seal as of the day and year first above written.


Witness Aden P. Desper
Milverd MA

LESSEE
CHRISMA, INCORPORATED

By: 
Marina B. Jorge, President



Witness Aden P. Desper
Milverd MA

LESSEE
CHRISMA, INCORPORATED

By: 
Treasurer

FERNANDO A. JORGE

LESSOR
STONEGATE SOUTH MAIN LLC

By: 
Dean Calivas, Stonegate Group, LLC,
as agent for Stonegate South Main, LLC


Witness

EXHIBIT A

**Lease Agreement dated as of April 29, 2008
(attached)**

le

EIN Assistant

Your Progress:

1. Identity ✓

2. Authenticate ✓

3. Addresses ✓

4. Details ✓

5. EIN Confirmation

Congratulations! The EIN has been successfully assigned.EIN Assigned: **83-1518377**Legal Name: **Farvahar, LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)**Help Topics**

❓ [Can the EIN be used before the confirmation letter is received?](#)

FARVAHAR, LLC

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

Dated as of August 8, 2018

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**FARVAHAR, LLC
OPERATING AGREEMENT**

THIS LIMITED LIABILITY COMPANY AGREEMENT OF Farvahar, LLC (“Company”), is dated August 8, 2018 by and among Company and the persons set forth on Schedule A attached hereto and incorporated by reference (“**Members**”).

WHEREAS, the Members have formed a limited liability company pursuant to and in accordance with the Massachusetts Limited Liability Company Act in order to conduct the businesses described herein.

WHEREAS, the Members wish to enter into this Agreement to provide for, among other things, the management of the business and affairs of the Company, the allocation of profits and losses among the Members, the respective rights and obligations of the Members to each other and to the Company, and certain other matters.

NOW, THEREFORE, the Members agree as follows:

**ARTICLE 1
DEFINITIONS**

For purposes of this Agreement certain capitalized terms have specifically defined meanings which are either set forth or referred to in Exhibit 1 which is attached hereto and incorporated herein by reference.

**ARTICLE 2
FORMATION AND PURPOSE**

2.1 Formation. The Members formed the Company pursuant to and in accordance with the Act by filing the Certificate with the Secretary of State of the Commonwealth of Massachusetts (the “**Effective Date**”). The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company is **Farvahar, LLC d/b/a Saffron Kebab**. The business of the Company may be conducted under that name or, upon compliance with applicable laws, any other name that the Co-Manager deems appropriate or advisable. The Co-Manager shall file, or shall cause to be filed, any fictitious name certificates or similar filings, and any amendments thereto, that the Co-Manager considers appropriate or advisable.

2.3 Principal Office/Resident Agent. The Principal Office, and Resident Agent, of the Company shall initially be Ali Zadeh at 305 Washington Street, Brookline, MA 02445. The Company may in the discretion of the Co-Manager, upon compliance with the applicable provisions of the Act, from time to time change its principal office or resident agent for service of process.

2.4 Term. The term of the Company shall continue until December 31, 2048 or such later date as shall be designated by the Co-Manager unless sooner terminated as hereinafter provided.

2.5 Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, to own and operate a restaurant and any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, advisable, convenient, or incidental thereto. Such purpose shall include, without limitation, the development, ownership, management, and/or operation of the Company.

2.6 Specific Powers. Without limiting the generality of Section 2.5 hereof, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose set forth in Section 2.5, including, but not limited to, the power.

2.6.1 to conduct its business, carry on its operations and have and exercise the powers permitted to be exercised under the Act in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

2.6.2 to acquire by purchase, lease, contribution of property or otherwise, own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

2.6.3 to enter into, perform and carry out contracts of any kind, including, without limitation, any contracts with any Member, any Affiliate thereof, or any agent of the Company necessary to, in connection with, convenient to, or incidental to, the accomplishment of the purpose of the Company;

2.6.4 to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interest in or obligations of domestic or foreign corporations, association, general or limited partnerships, trusts, limited liability companies, or individual or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

2.6.5 to led money, to invest and reinvest its funds, and to take and hold real and personal property for the payment of funds so loaned or invested;

2.6.6 to sue and be sued, complained and defined, and participate in administrative or other proceedings, in its name;

2.6.7 to appoint employees and agents of the Company, and define their duties and fix their compensation;

2.6.8 to indemnify any Person in accordance with the Act;

2.6.9 to cease its activities and cancel its Certificate;

2.6.10 to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets of the Company;

2.6.11 to borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on the assets of the Company;

2.6.12 to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company and to hold such proceeds against the payment of contingent liabilities; and

2.6.13 to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

2.7 Certificate The Co-Manager and such other persons as may be designated from time to time by the Co-Manager are each hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments or restatements of the Certificate and any other certificates and any amendments or restatements thereof necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

ARTICLE 3 MEMBERS AND CAPITAL

3.1 Members and Capital Contributions. On the Effective Date after adding more capital, the Members of the Company and their Capital Contributions are as follows:

Ali Zadeh	\$ 180,000.00
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Arman Manshadi	\$ 60,000.00
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3.2 Profits Percentage. The percentage interests of the Members in the profits of the Company (each a “**Profits Percentage**”) shall be as follows:

Ali Zadeh 75%

Arman Manshadi 25%

3.3 Capital Account. A separate capital account (each a “Capital Account”) shall be established and maintained for each Member which shall be credited with (a) the amount of cash and the fair market value of any other property contributed by such Member to the Company as a Capital Contribution and (b) such Member’s share of the Net Profit of the Company as allocated pursuant to Article 7 hereof and shall be charged with (c) the amount of cash and the fair market value of any other property distributed to such Member and (d) such Member’s share of the Net Loss of the Company as allocated pursuant to Article 7 hereof. It is the intention of the Members that the Capital Accounts of the Company be maintained in accordance with the provisions of Section 704(b) of the Code and the Regulations thereunder.

3.4 Additional Contributions. If the Co-Manager shall determine that the Company needs additional funds, each Member shall make an additional Capital Contribution equal to its Profits Percentage of the amount of such additional funds by wire transfer of the Capital Contribution to the Company. The provisions of this Section are not for the benefit of any third party.

3.5 Return of Capital Contribution. No Member shall have the right to demand a return of all or any part if its Capital Contributions, and any return of the Capital Contributions of any Member shall be made solely from the assets of the Company and only in accordance with the terms of this Agreement. No interest shall be paid to any Member with respect to its Capital Contributions. No Member with a negative balance in its Capital Account shall have any obligation to the Company or the other Members to restore such negative balance upon the dissolution or termination of the Company or otherwise, and any such deficit in the Capital Account of any Member shall not constitute an obligation of such Member to the Company or the other Members.

3.6 Additional Members. No additional Members shall be admitted to the Company without the consent of the Co-Manager.

ARTICLE 4

RIGHTS AND OBLIGATIONS OF THE MEMBERS

4.1 Limited Liability. Except as otherwise provided by the Act, the expenses, debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the expenses, debts, obligations and liabilities of the Company, and no Member of Indemnified Person shall be bound by or personally liable for any expense, debt, obligation or liability of the Company solely by reason of being a Member or an indemnified person. All persons dealing with the Company shall look solely to the assets of the Company for the payment of the expenses, debts, obligations or liabilities of the Company.

4.2 Return of Distributions of Capital. Except as otherwise expressly required by law, a Member, in its capacity as such, shall have no liability in excess of (a) the amount of its Capital Contributions, (b) its share of any assets and undistributed profits of the Company, (c) its obligation to make other payments expressly provided for in this Agreement, and, to the extent required by law, (d) the amount of any Distributions wrongfully distributed to it. Except as required by law, no Member shall be obligated by this Agreement to return any Distribution to the Company or pay the amount of any Distribution for the account of the Company or to any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return or pay any part of any Distribution, the obligation shall be that of such Member alone and not of the Co-Manager or any other Member. The amount of any Distribution returned to the Company by a Member or paid by a Member for the account of the Company or to a creditor of the Company shall be added to the account or accounts from which it was subtracted when it was distributed to the Member.

4.3 Specific Limitations. No Member shall have the right or power to (a) withdraw or reduce its Capital Contribution except as a result of the dissolution of the Company or as otherwise provided by law or in this Agreement, (b) make voluntary Capital Contributions or to contribute any property to the Company other than cash, (c) bring an action for partition against the Company or any Company assets, (d) cause the termination and dissolution of the Company, or (e) upon the distribution of its Capital Contribution require that property other than cash be distributed in return for its Capital Contribution. Each Member hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the Company's property. Except as otherwise set forth in this Agreement, no Member shall have priority over any other Member either as to the return of its Capital Contribution or as to Net Profit, Net Loss, or Distributions. Other than upon the termination and dissolution of the Company, as provided by this Agreement, there has been no time agreed upon when the Capital Contribution of any Member will be returned.

ARTICLE 5

DESIGNATION, RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES AND DUTIES OF THE CO-MANAGER

5.1 Manager. The business of the Company shall be managed by Ali Zadeh and Arman Manshadi ("**Co-Manager**"), who shall be the "**Co-Manager**" of the Company for all purposes of the Act. Decisions of the Manager shall be embodied in a vote or resolution of the Board of Managers of the Company. Such decisions shall be decisions of the "**Co-Manager**" for all purposes of the Act and shall be carried out by officers or agents of the Company. A decision of the Co-Manager may be amended, modified or repealed, but no such amendment, modification or repeal shall affect any Person who has been furnished a copy of the original vote or resolution, certified by a duly authorized officer of the Company until such Person has been notified in writing of such amendment, modification or repeal.

5.2 Authority of Manager. The Co-Manager shall have the exclusive power and authority to manage the business and affairs of the Company and to make all decisions with

respect thereto. The Co- Manager shall act by unanimous decision, with each Manager having an equal vote. The Co-Manager or Persons designated by the Co-Manager, including officers and agents of the Company appointed by the Co-Manager, shall be the only Persons authorized to execute documents which shall be binding on the Company. To the fullest extent permitted by Massachusetts law, the Co-Manager shall have the power to do any and all acts, statutory or otherwise, with respect to the Company or this Agreement, which would otherwise be possessed by the Members under the laws of the Commonwealth of Massachusetts, and the Members shall have no power whatsoever with respect to the management of the business and affairs of the Company.

5.3 Officers; Agents. The Co-Manager shall have the power to appoint agents (who may be referred to as officers) to act for the Company with such titles, if any, as the Co-Manager deems appropriate and to delegate to such officers or agents such of the powers as are granted to the Co-Manager hereunder, including the power to execute documents on behalf of the Company, as the Co-Manager may in its sole discretion determine; provided, however, that no such delegation by the Co-Manager shall cause the Co-Manager to cease to be the "Co-Manager" of the Company within the meaning of the Act or to restrict the ability of the Co-Manager to exercise the powers so delegated. The officers or agents so appointed may include persons holding titles such as Chief Executive Officer, President, Executive Vice President, Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer or Controller. Unless the authority of the agent designated as the officer in question is limited in the document appointing such officer or is otherwise specified by the Co-Manager, any officer so appointed shall have the same authority to act for the Company as a corresponding officer of a Massachusetts corporation would have to act for a Massachusetts corporation in the absence of a specific delegation of authority and as more specifically set for the in Exhibit 5.3 hereto; provided, however, that unless such power is specifically delegated to the officer in question either for a specific transaction or generally, no such office shall have the power to lease or acquire real property, to borrow money, to issue notes, debentures, securities, equity or other interests of or in the Company, to grant security interests in the property of the Company, to hire legal, accounting or financial advisors, to make investments in (other than the investment of surplus cash in the ordinary course of business) or to acquire securities of or equity interests in any Person, to acquire all or any substantial portion of the assets of any Person or to acquire assets other than in the ordinary course of business, to give guarantees or indemnities, to merge, liquidate or dissolve the Company or to sell or lease all or any substantial portion of the assets of the Company. The Co-Manager, in its sole discretion, may by vote or resolution of its Board of Manager ratify any act previously taken by an officer or agent acting on behalf of the Company.

5.4 Dispute Resolution. If there is a dispute between the Co-Managers, then Azadeh Zadeh shall make the final determination.

5.5 Restaurant Managers. The Co-Manager agree that: (a) Arman Manshadi and Azadeh Zadeh shall each serve as full time managers of the restaurant facility, working a minimum of 50 hours per week for each person, and be paid a salary of \$1,200 per week and (b) Ali Zadeh shall serve as a part time manager, working a minimum of 25 hours per week and be paid a salary of \$600 per week.

ARTICLE 6 RECORDS

6.1 Books and Records. The Company shall maintain at its principal office all of the following:

- (a) A current list of the full name and last known business address of each Member and Co-Manager together with information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute in the future, records that would enable a Member to determine the capital values and the relative voting rights of the Members, and the date on which each Member became a Member of the Company;
- (b) A copy of the Certificate and this Agreement, including any and all amendments to either thereof, together with executed copies of any powers of attorney pursuant to which the Certificate, this Agreement, or any amendments have been executed;
- (c) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent years;
- (d) The financial statements of the Company for the six most recent Fiscal Years;
- (e) Any written records of proceeding of the Members or of the Co-Manager; and
- (f) The Company's books and records for at least the current and past three Fiscal Years.

6.2 Delivery to Member; Inspection; etc. Upon the reasonable request of any Member, for any purpose reasonably related to such Member's Interest as a member of the Company, the Co-Manager shall cause to be delivered to the requesting Member, at the expense of the Company, a copy of the information required to be maintained by clauses (a) through (e) of Section 6.1 and will permit any member to inspect the books and records referred to in clause (f) of Section 6.1 and at such Member's expense to make copies of such books and records. Upon the reasonable request of any Member, the Co-Manager shall provide information regarding the state of the business and financial condition of the Company.

ARTICLE 7 DISTRIBUTION AND ALLOCATIONS OF PROFIT AND LOSS

7.1 Co-Manager's Determination. The Co-Manager shall have the sole authority to determine the timing and amount of any distributions to Members, but in any event, not less than 30 days from years end.

7.2 Distributions. All distributions from the Company to its Members shall be made pro rata in accordance with their Profits Percentages.

7.1.1 Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a Distribution to any Member on account of its Interest in the Company if such Distribution would violate the Act or other applicable law.

7.2.2 All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Company shall be treated as amounts paid to the Company. Such amounts shall in turn be allocated to and treated as distributed to the Members for all purposes under this Agreement. The Co-Manager is authorized to withhold from Distributions, or with respect to allocations, to the Members and to pay over to the appropriate federal, state, local or foreign government any amounts required to be so withheld. The Co-Manager shall allocate any such amounts to the Members in respect of whose Distribution or allocation the tax was withheld and shall treat such amounts as actually distributed to such Members.

7.3 Property Distributions and Installment Sales. If any assets of the Company shall be distributed in kind pursuant to this Article 7, such assets shall be distributed to the Members entitled thereto in the same proportion as the Members would have been entitled to cash distributions. The amount by which the fair market value of any property to be distributed in kind to the Members exceeds or is less than the adjusted basis of such property shall, to the extent not otherwise recognized by the Company, be taken into account in determine Net Profit and Net Loss and determining the Capital Accounts of the Members as if such property had been sold at its fair market value. If any assets are sold in transactions in which, by reason of the provision of Section 453 of the Code or any successor thereto, gain is realized but not recognized, such gain shall be taken into account when realized in computing gain or loss of the Company for purposes of allocation of Net Profit or Net Loss under this Article 7, and, if such sales shall involve substantially all the assets of the Company, the Company shall be deemed to have been dissolved and terminated notwithstanding any election by the Members to continue the Company for purposes of collecting the proceeds of such sales.

7.4 Allocations of Net Profit. Except as provided in Section 7.6 hereof, for federal income tax purposes, the Net Profit of the Company shall be allocated to the Members pro rata in accordance with their Profits Percentage.

7.5 Allocations of Net Loss. Except as provided in Section 7.6 hereof, for federal income tax purposes, the Net Loss of the Company shall be allocated to the Members pro rata in accordance with their Profits Percentage.

7.6 Other Capital Account and Income Tax Adjustments. Prior to making the allocations of Net Profit or Net Loss for the Fiscal Year in accordance with Sections 7.4 and 7.5 hereof, the Co-Manager shall allocate income, gain, loss and deduction (and items thereof in accordance with the provisions of this Section 7.6 to the extent required by the Code and applicable Regulations. Any amounts allocated pursuant to this Section 7.6 shall not again be allocated under Section 7.4 or 7.5 hereof.

7.6.1 Certain Contributions of Property. In the event there is a difference between the fair market value at which any property is accepted as a contribution to the capital of the Company and the adjusted tax basis of such property to the Company, the Co-Manager shall for federal income tax purposes specially allocated the income, gain, loss and deduction attributable to such property (prior to making the remaining federal income tax allocations in conformity with this Article 7) to the extent required by Section 7048 of the Code and any applicable Regulations

7.6.2 Certain Adjustments. To the extent that an adjustment to the adjusted tax basis of any Company asset is required, pursuant to Section 734(b) or Section 743(b) of the Code and, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specialty allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

7.6.3 Qualified Income Offset, etc. There are hereby included in this Agreement such provisions governing the allocation of taxable income, gain, loss, deduction and credit (and items thereof) as may be necessary to provide that the Company's allocation provision contain a so-called "qualified income offset" and comply with all provisions relating to the allocation of so-called "non-recourse deductions" and "partner non recourse deductions" and the chargeback thereof as set forth in the Regulations under Section 704(b) of the Code; provided, however, that the incorporation of such provisions shall affect only the computation of taxable net income and loss and the allocation thereof as between members and shall not otherwise affect the amount or timing of any distribution of cash or property to any Member provided for in this Agreement.

7.6.4 Limitation on Loss Allocation. Notwithstanding any other provision of this Agreement to the contrary, no item of loss or deduction of the Company shall be allocated to any Member if such allocation would cause such Member to have an Adjusted Capital Account Deficit. Such loss shall be allocated among the Members in accordance with their Interest in the Company as determined under Regulation Section 1.704-1(b) (3).

7.7 Changes in Members' Interest. If during any Fiscal Year of the Company there is a change in any Member's Interest in the Company, the Co-Manager shall confer with the tax advisors to the Company and, in conformity with such advice, allocate the Net Profit or Net Loss to the Members so as to take into account the varying Interests of the Members in the Company in a manner that complies with the provisions of Section 706 of the Code and the Regulations thereunder.

7.8 Federal Income Tax Credit. Each item of federal income tax credit shall be allocated among the Members pro rata in accordance with their Profits Percentages.

7.9 Interpretation. It is the intent of the Members that the provision hereof relating to each Member's distributive share of income, gain, loss, deduction and credit (and

items thereof) shall comply with the provisions of Section 704(b), 704(c), 706 and other relevant provisions of the Code and the applicable Regulations. In furtherance of the foregoing, the Co-Manager is hereby directed to resolve any ambiguity in the provisions of this Agreement in a manner that will preserve and protect the tax allocations provided for in this Article 7 for federal income tax purposes and, subject to the last sentence hereof, to adopt such curative provisions to this Article 7 as the Co-Manager may deem necessary. In the event of any dispute, the decision of the independent tax counsel employed by the Company shall be final. Notwithstanding the foregoing, no Member shall have the right to require or compel any distribution of cash or property not authorized or provided for by the provisions of this Agreement, and the Co-Manager shall not have the right to withhold any distribution of cash or property provided for by the provisions of this Agreement on the ground that such action is necessary to cause the provisions hereof to conform to the provisions of the Regulations.

ARTICLE 8 TAX MATTERS MEMBER

The Co-Manager shall be the "Partnership Representative" of the Company who shall be the "Partnership Representative" within the meaning of Code, the Regulations thereunder and analogous provisions of state law.

The Partnership Representative shall represent the Company, at the Company's expense, in connection with all examinations of the Company's affairs by tax authorities including any resulting administrative or judicial proceedings.

ARTICLE 9 TRANSFER OF INTERESTS

9.1 Voluntary Transfers. No Member shall sell, assign, pledge, encumber, dispose of or otherwise transfer all or any part of its Member Interest, without first giving written notice thereof to the Company identifying the proposed transferee, the purchase price, forwarding a copy of the written proposal, and identifying the terms of the proposed transaction, and offering said Interest to the Company for purchase by it as hereinafter provided. Within 30 days after receipt of the notice, the Company may elect to purchase all of the Member's Interest so offered and if it does not do so, the Member Interest may be transferred within 60 days after the expiration of said 30 day period to the proposed transferee upon the price and terms specified in the notice, provided that said transferee shall thereupon become a party to this Agreement by executing same as a Member in the manner provided hereafter. Any attempted transfer of any Member Interest in violation of Article 9 of this Agreement shall be void.

9.2 Death of a Member. In the event of the death of a Member, his executors or administrators and each transferee of his Member Interest shall, within 90 days after the date of death, give written notice thereof to the Company offering to it for purchase as hereinafter provided all of the Member Interest owned on said date by the Member and each such transferee. Within 30 days after receipt of the notice, the Company may elect to purchase all of the Member Interest so offered and if it does not do so, the Member Interest may be retained by the estate of said Member or such transferees subject to all other provisions of this Agreement.

9.3 Transfers by Operation of Law. In the event that a Member (i) files a voluntary petition under any bankruptcy or insolvency law or petition for the appointment of a receiver or makes an assignment for the benefit of creditors, or (ii) is subjected involuntarily to such a petition or assignment or to an attachment or other legal or equitable interest with respect to his Member Interest and such involuntary petition or assignment or attachment is not discharged within 30 days after its date, or (iii) is subject to a transfer of his Member Interest by operation of law, the Company shall have the right to elect to purchase all of the Member Interest which are owned by said Member. Failure of the Company to elect to purchase the Member Interest under this Paragraph shall not affect its right to purchase the Member Interest in the event of a proposed sale, assignment, transfer, pledge or other disposition by or to any receiver, petitioner, assignee, transferee or other person obtaining an interest in said Member Interest.

9.4 Exceptions to Restrictions. Except as provided above, these restrictions shall be inapplicable to:

- a. Transfers of Member Interest between a Member and the trustee of a trust revocable by him alone;
- b. Transfers of Member Interest between a Member and is guardian or conservator, and;
- c. Transfer of the Member Interest of a deceased member to his executors or administrators or to trustees under his will; provided, that such Member Interest in the hands of each such transferee shall remain subject to this Agreement.

9.5 Transfers in Violation of Agreement. If any transfer of Member Interest is made or attempted contrary to the provisions of this Agreement or if Member Interest is not offered to the Company as required by this Agreement, the Company shall have the right to purchase said Member Interest from the owner thereof or his transferee at any time before or after the transfer, as hereinafter provided. In addition to any other legal or equitable remedies which it may have, the Company may enforce its rights by actions for specific performance (to the extent permitted by law) and may refuse to recognize any transferee as one of its Members for any purpose, including without limitation for purposes of dividend and voting rights, until all applicable provisions of this Agreement have been complied with.

ARTICLE 10 AMENDMENTS

10.1 Amendments to Agreement. This Agreement may be modified or amended only with the prior written consent of all Members.

10.2 Amendment to Certificate. The Co-Manager shall cause to be prepared and filed any amendment to the Certificate that may be required to be filed under the Act as a consequence of any amendment to this Agreement.

ARTICLE 11 DISSOLUTION OF COMPANY

11.1 Resignation. No Member shall resign or otherwise withdraw from the Company. If any Member ceases to be a Member for any reason, the business of the Company may be continued by the remaining Members in the manner provided in Section 11.2c hereof.

11.2 Events of Dissolution or Liquidation. The Company shall be dissolved upon the happening of any of the following events: (a) December 31, 2048 unless such date is extended pursuant to Section 2.4, (b) the written determination of the Co-Manager, (c) the death, resignation, expulsion, bankruptcy or dissolution, or the occurrence of any other event that terminates the continued membership, of a Member who is also a Co-Manager, unless the Company is continued and a replacement Member who is also a Co-Manager is appointed by the unanimous consent of the remaining Members within 90 days, or (d) the entry of a decree of judicial dissolution under the Act.

11.3 Liquidation. Upon dissolution of the Company, unless the Company is continued in the manner provided in Section 11.2 hereof, the Company shall promptly commence to wind up its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company's business, discharge of its liabilities, and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. The Company's property and assets or the proceeds from the liquidation thereof shall be distributed so as not to contravene the Act but in compliance with Section 11.4; provided, however, that distributions to Members shall be made after their Capital Accounts have been adjusted to reflect all Net Profit and Net Loss of the Company through the date of distribution. A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member within thirty days after the distribution of all of the assets of the Company. Such account and statements shall be prepared under the direction of the Co-Manager. The Company shall file articles of dissolution in accordance with the Act.

11.4 Distributions to Members. All distributions pursuant to Section 11.3 shall be made in accordance with the provisions of Section 7.2

ARTICLE 12 INDEMNIFICATION

12.1 General. The Company shall indemnify, defend and hold harmless the Co-Manager, each other Member, including the Partnership Representative, each such Person's officers, directors, partners, shareholders, employees and agents, and the employees, officers and agents of the Company (all indemnified persons being referred to as "Indemnified Persons" for purposes of this Article 12), from any liability, loss or damage incurred by the Indemnified Person in connection with the business of the Company and from liabilities or obligations of the Company imposed on such Person by virtue of such Person's position with the Company, including reasonable attorneys' fees and costs and any amounts expended in the settlement of any such claims of liability, loss or damage; provided, however, that, if the liability, loss, damage or claim arises out of any action or inaction of an Indemnified Person, indemnification under this Section 12.1 shall be available only if (a) either (I) the Indemnified Person, at the time of such action or inaction,

determined, in good faith, that its, his or her course of conduct was in, or not opposed to, the best interests of the Company, of (ii) in the case of inaction by the Indemnified Person, the Indemnified Person did not intend its, his or her inaction to be harmful or opposed to the best interests of the Company, and (b) the action or inaction did not constitute fraud, gross negligence, or willful misconduct by the Indemnified Person, and provided, further, that indemnification under this Section 12.1 shall be recoverable only from the assets of the Company and not from any assets of the Members. The Company may pay or reimburse attorneys' fees of an Indemnified Person as incurred, if such Indemnified Person executes an undertaking to repay the amount so paid or reimbursed if there is a final determination by a court of competent jurisdiction that such Indemnified Person is not entitled to indemnification under this Article 12. The Company may pay for insurance covering liability of the Indemnified Persons for negligence in operation of the Company's affairs.

12.2 Exculpation. No Indemnified Person shall be liable, in damages or otherwise, to the Company or to any Member for any loss that arises out of any act performed or omitted to be performed by it or him pursuant to the authority granted by this Agreement if (a) either (I) the Indemnified Person, at the time of such action or inaction, determined, in good faith, that its, his or her course of conduct was in, or not opposed to, the best interests of the Company, of (ii) in the case of inaction by the Indemnified Person, the Indemnified Person did not intend its, his or her inaction to be harmful or opposed to the best interests of the Company, and (b) the action or inaction of the Indemnified Person did not constitute fraud, gross negligence or willful misconduct by such Indemnified Person.

12.3 Persons Entitled to Indemnity. Any person who is within the definition of "Indemnified Person" at the time of any action or inaction in connection with the business of the Company shall be entitled to the benefits of this Article 12 as an "Indemnified Person with respect thereto, regardless of whether such Person continues to be within the definition of Indemnified Person" at the time of its, his or her claims for indemnification or exculpation hereunder.

12.4 Procedure Agreements. The Company may enter into an agreement with any Indemnified Person(s), setting forth procedures consistent with applicable law for implementing the indemnities provided in this Article 12.

ARTICLE 13 PURCHASE PRICE

13.1 Purchase Price.

(a) Except as provided in subparagraph c of this Paragraph, the purchase price per Member Interest which the Company elects to purchase hereunder shall be the fair market value per Member Interest all of the issued and outstanding Member Membership Interest last determined by unanimous agreement of the Members. The Members shall determine the value of the Member Interest for the purposes of this Agreement at least annually within four (4) months after the end of the Company's fiscal year, or at such other time or times as they deem proper, and the value so determined shall remain in effect until the next determination, but no longer than 15 months. Co-Manager determine the value of the Company at \$_____.

(b) Except as provided in subparagraph (c) of this Paragraph, if no such determination of value under subparagraph (a) shall be in effect, the purchase price hereunder shall be the fair market value per share of all of the issued and outstanding Member Interest as determined by appraisal. Within 30 days after the date of the Company's election to purchase, the Company shall appoint an appraiser, the Member whose Member Interest is being purchase (or his legally appointed representatives) shall appoint a second appraiser, or failing action within such period by any party or the appraisers, any unappointed appraiser or appraisers shall be appointed by the American Arbitration Association, Boston, Massachusetts, upon application of any party or appraiser. The appraisers shall proceed by majority vote to determine the value of the Member Interest as of a convenient date selected by them, and such determination shall be final and binding upon all interested persons. The Company shall promptly furnish to the appraisers such information concerning its financial condition, earnings, capitalization, business prospects and sales of its capital stock as they may reasonably request. The appraisers shall promptly notify in writing the Company, the Member whose Member Interest is being purchased, or his representatives, and any other interested person known to the appraisers, of the appraisers' final determination of value. The parties shall each bear the fees and determination of value. The parties shall each bear the fees and expenses of the appraiser appointed by or for each of them, and the fees and expenses of the third appraiser shall be borne one-half by the Company and one-half by said Member or his representative.

(c) Notwithstanding any contrary provisions hereof, in the event of a proposed sale under paragraph 9.1 of Member's Interest to a third party in a bona fide transaction for fair value, payable in cash or the equivalent currently or in future installments, the purchase price of said Member Interest shall be the value offered by such third party and the Company shall have the right of first refusal, exercisable within the period specified in Paragraph 9.1, to purchase said Member Interest at such price upon equivalent terms.

(d) The parties hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto or to his personal representatives by reason of failure to perform any of the obligations under this Agreement. Therefore, if any party hereto or his personal representatives shall institute any action or proceeding to enforce the provisions hereof, any person (including the Company) against whom such action or proceeding is brought hereby waives the claim or defense therein that such party or such personal representative has or have an adequate remedy at law, and such person shall not urge in any such action or proceeding the claim or defense that such remedy at law exists.

ARTICLE 14 MISCELLANEOUS

14.1 General. This Agreement: (i) shall be binding upon the Executors, administrators, estates, heirs, and legal successors of the Members; (ii) shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts; (iii) may be executed in more than one counterpart as of the day and year first above written; and (iv) contains the entire contract among the Members as to the subject matter hereof. The waiver of

any of the provisions, terms, or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms, or conditions hereof.

14.2 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery or receipt (which may be evidenced by a return receipt if sent by registered mail or by signature if delivered by courier or delivery service), addressed (a) if to any Member, at the address of such Member set forth in the records of the Company or at such other address as such Member shall have furnished to the Company in writing and (b) if to the Company, at its principal office maintained pursuant to Section 2.3.


14.3 Gender and Number. Whenever required by the context, as used in this Agreement the singular number shall include the plural, the plural shall include the singular, and all words herein in any gender shall be deemed to include the masculine, feminine and neuter genders.

14.4 Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect the other provisions hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each said provision shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

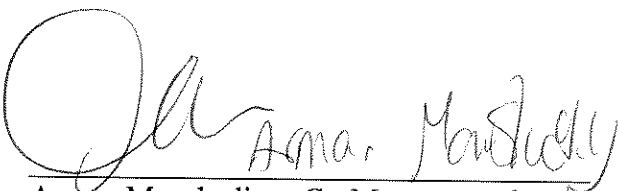
14.5 Headings. The headings used in this Agreement are used of administrative convenience only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

14.6 No Third-Party Rights. The provisions of this Agreement are for the benefit of the Company, the Co-Manager and the Members, and no other Person, including the creditors of the Company, shall have any right or claim against the Company, the Co-Manager or any member by reason if this Agreement or any provision hereof or be entitled to enforce any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Limited Liability Company Agreement as of the day and year first set forth above.



Ali Zedeh, as Co-Manager and Member



Arman Manshadi, as Co-Manager and Member

EXHIBIT 1

DEFINED TERMS

“Act” shall mean the Massachusetts Limited Liability Company Act as amended and in effect from time to time.

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

(a) credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the next to the last sentences of the Regulations Sections 1.705-2(g)(1) and 1.704-2(I)(5) after taking into account any changes during such year in Company minimum gain and partner minimum gain (as determined under such Regulations); and

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

“Affiliate” shall mean, with respect to any specified Persons, any Person that directly or through one or more intermediaries controls or is controlled by or is under common control with the specified Person. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall mean the Limited Liability Company Agreement of the Company dated as of the Effective Date, as amended from time to time, which shall be the “operating agreement” under the Act.

“Capital Account” is defined in Section 3.3.

“Capital Contribution” shall mean with respect to any Member, the amount of money plus the fair market value of any other property contributed to the Company with respect to the Interest held by such Member pursuant to the terms of this Agreement.

“Certificate” shall mean the articles of organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the Commonwealth of Massachusetts pursuant to the Act.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any future federal tax law.

“Company” shall mean the limited liability company formed by virtue of the filing of the Certificate in accordance with the Act.

“Effective Date” is defined in Section 2.1.

“Fiscal Year” shall mean the fiscal year of the Company, which shall be the calendar year.

“Indemnified Person” is defined in Section 12.1.

“Interest” shall mean the entire interest of a Member in the capital and profits of the Company, including the right of such member to any and all benefits to which a Member may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

“Co-Manager” is defined in Section 5.1.

“Member” shall mean a party to this Agreement.

“Net Loss” shall mean, for each Fiscal Year or other period, an amount equal to the Company’s net loss for federal income tax purposes (taking into account all items of income, gain, loss or deduction required to be separately stated under Code Section 703), less income and gain exempt from tax for such Fiscal Year or other period, plus any expenditures of the Company described in Code Section 705(a)(2)(B) (relating to expenditures which are neither deductible nor properly chargeable to capital) or treated as Code Section 705(a)(2)-(3) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(1), to the extent such expenditures are not otherwise taken into account in computing Net Loss.

“Net Profit” shall mean, for each Fiscal Year or other period, an amount equal to the Company’s taxable income and gain for federal income tax purposes (taking into account all items of income, gain, loss or deduction required to be separately stated under Code Section 703), plus income and gain exempt from tax for such Fiscal Year or other period, less any expenditures of the Company described in Code Section 705(a)(2)(B) (relating to expenditures which are neither deductible nor properly chargeable to capital) or treated as Code Section 705(a)(2)(3) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(1), to the extent such expenditures are not otherwise taken into account in computing Net Profit.

“Person” shall mean an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership or any other legal entity.

“Profits Percentage” is defined in Section 3.2.

“Regulations” shall mean the Treasury regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

“Partnership Representative” is defined in Article 8.

EXHIBIT 5.3

OFFICERS

5.3.1 Officers. Officers and agents of the Company, if any, shall be appointed by the Co-Manager from time to time in its discretion. Any two or more offices may be held by the same person. Any officer may be required by the Co-Manager to secure the faithful performance of the officer's duties to the Company by giving bond in such amount and with sureties or otherwise and the Co-Manager may determine.

5.3.2 Powers. Subject to the limitations set forth in Section 5.3 of the Agreement, each officer shall have, in addition to the duties and powers herein set forth, the duties and powers set forth in Section 5.3 of the Agreement or delegated to such officer as provided in said Section 5.3.

5.3.3 Election. Officers may be appointed by the Co-Manager at any time. At any time or from time to time the Co-Manager may delegate to any officer its power to elect to appoint any other officer or any agents.

5.3.4 Tenure. Each officer shall hold office until removed by the Co-Manager, or until such officer sooner dies, resigns or becomes disqualified. Each agent shall retain such agent's authority at the pleasure of the Co-Manager, or the officer by whom such agent was appointed, or by the officer who then holds agent appointive powers.

5.3.5 Resignation; Removal; Vacancies. Any officer or agent may resign by delivering a written letter of resignation to the Co-Manager, which resignation shall not require acceptance and, unless otherwise specified in the letter of resignation, shall be effective upon receipt. The Co-Manager or the officer Appointing the officer or agent may remove any officer or agent shall be entitled to any damages by virtue of such officer's or agent's removal from office or such position as agent. If any office becomes vacant, the position may be filled by the Co-Manager or in such other manner as the officer in question was appointed.

5.3.6 President and Vice President. Unless the Co-Manager otherwise specifies, the President shall be the chief executive officer and shall have direct charge of all business operations of the Company and, subject to the control of the Co-Manager, shall have general charge and supervision of the business of the Company.

Any vice presidents shall have duties as shall be designated from time to time by the Manager or the President.

5.3.7 Treasurer and Assistant Treasurers. Unless the Co-Manager otherwise specifies, the Treasurer shall be the chief financial officer of the Company and shall be in charge of its funds and valuable papers, and shall have such other duties and powers as may be designated from time to time by the Co-Manager or the President. If no Controller is elected, the Treasurer shall, unless the Co-Manager otherwise specifies, also have the duties and powers of the Controller.

Any Assistant Treasurers shall have such duties and powers as shall be designated from time to time by the Co-Manager, the President or the Treasurer.

5.3.8 Controller and Assistant Controllers. Unless the Co-Manager otherwise specifies, the Controller shall be the chief accounting officer of the Company and be in charge of its books of account and accounting records, and of its accounting procedures. The Controller shall have such other duties and powers as may be designated from time to time by the Co-Manager, the President or the Treasurer.

Any Assistant Controller shall have such duties and powers as shall be designated from time to time by the Co-Manager, the President, the Treasurer or the Controller.

5.3.9 Secretary and Assistant Secretaries. The Secretary shall record all proceedings of the Company in a book or series of books to be kept therefor. In the absence of the Secretary from any meeting, an Assistant Secretary, or if there be no or no Assistant Secretary present, a temporary secretary chosen at the meeting, shall record the proceedings thereof. The Secretary shall keep or cause to be kept records, which shall contain the names and business addresses of all Members. The Secretary shall have such other duties and powers as may from time to time be designated by the Co-Manager or the President.

Any Assistant Secretaries shall have such duties and powers as shall be designated from time to time by the Co-Manager, the President or the Secretary.

5.3.10 Execution of Papers. Except as the Co-Manager may generally or in particular cases authorize the execution thereof in some other manner, and subject to the limitations set forth in Section 5.3 of the Agreement, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts or other obligations made, accepted or endorsed by the corporation shall be signed by the President, a Vice President or the Treasurer.

SCHEDULE A

<u>Members</u>	<u>Address</u>	<u>Member Interests</u>
1. Ali Zadeh	35 Forest Lane, Hopkinton, MA 01748	75%
2. Arman Manshadi	30 High St., Apt 103 Dedham, MA 02026	25%

Z:\GoldmanPease\LUCAS\CLN_GN\Zadeh, Ali & Azadeh\Operating Agreement.docx



Patricia O'Neil <poneil@natickma.org>

Common Cafe - New Owner Application

2 messages

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

Fri, Dec 7, 2018 at 9:28 AM

Brian, your recommendation?

--

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



Common Cafe Application.pdf
3887K

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

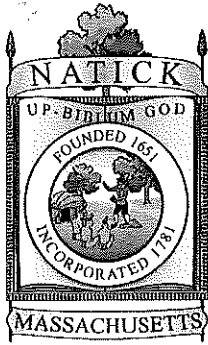
Wed, Dec 12, 2018 at 3:59 PM

Trish,

After reviewing the attached application we would recommend that the Board of Selectmen, as the Town's licensing authority, approve the applicant for a Common Victualer's License.

Respectfully,

Lt. Brian G. Lauzon
[Quoted text hidden]

**Office Use Only:**

Date Pmt Rec'd: _____ Fee Paid: \$ _____ Check No: _____
Police Department approval issued ☐ Notes: _____
Meets applicable zoning bylaws ☐ _____
Certificate of Occupancy issued ☐ _____
Board of Health Permits issued ☐ _____
Board of Selectmen Decision Date _____
Approved ☐ Denied ☐

TOWN OF NATICK**ENTERTAINMENT LICENSE APPLICATION FOR TV, RADIO, PIPED-IN MUSIC**

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

For Calendar Year: 2019 Date Submitted: _____ Fee: None

☒ New

☐ Renewal

Name of Person, Firm, or Corporation Making Application:

FARVAHAR, LLC

Name of Establishment (d/b/a) The Common Cafe and Kitchen

Address of Establishment 95 Main St. Natick

Mailing address (if different from establishment) _____

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

Ali Zadeh

Email Address ali.zadeh66@yahoo.com Phone 678-983-8027

Manager of Establishment Azadeh Zadeh

Email Address azadeh.zadeh@yahoo.com Phone 617-869-8955

If Business is a Corporation, Corporate Name and Officers _____

If Business is an LLC, List of Members Ali Zadeh and Arman Manshadi

Type of Entertainment: ANY COMBINATION OF TV, RADIO, AND/OR PIPED-IN MUSIC

Proposed Hours of Entertainment: 7 AM - 5 PM

Number of Staff 8 Number of Seats 55

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

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

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

Applicant's Social Security Number or Employee I.D. Number 117-78-1895

Date of Birth 9/21/1965

I, the Undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge.

Tax Attestation: Furthermore, Pursuant to MGL Ch. 62C, Sec 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature of Applicant  Date Dec 7, 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: Approve Renewal of Club Special Permits for 2019

ITEM SUMMARY: a. AmVets
b. Natick Elks
c. Sons of Italy
d. VFW

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	12/12/2018	Cover Memo
Memo-T. O'Neil	12/14/2018	Cover Memo
AmVets	12/17/2018	Cover Memo
Elks	12/14/2018	Cover Memo
Sons of Italy	12/14/2018	Cover Memo
VFW	12/17/2018	Cover Memo

TOWN OF NATICK
PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, December 17, 2018, 7:00 p.m., Natick Town Hall, 13 East Central Street, upon the application of the following Clubs for the renewal of a 2018 special permit issued in accordance with Chapter 336 of the Acts of 2004 to allow the sale of alcohol at functions at which the attendees are not necessarily members of the club:

Natick Lodge #1425 of the Benevolent & Protective Order of Elks, 95 Speen Street. Paul Sanford, Manager

The Francesco DeSanctis Lodge #1411, Sons of Italy, 37 Washington Avenue. Marguerite Sacchetti, Manager

Amvets Post 79, Off Superior Drive, Marijane Ricci, Mgr.

Veterans of Foreign Wars, Natick Post 1274, 113 West Central St., Harry Seaholm, Mgr.

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

Michael J. Hickey, Jr., Clerk

Town of Natick

Massachusetts 01760
Home of Champions



Jonathan Freedman, Chair
Susan G. Salamoff, Vice Chair
Richard P. Jennett, Jr., Clerk
Michael J. Hickey, Jr.
Amy K. Mistrot

MEMORANDUM

TO: Board of Selectmen

FROM: Trish O'Neil

DATE: December 17, 2018

RE: Club Special Permit Renewals – 2019

License Renewals: The Club Special Permit allows a Club to lease its facilities and sell alcohol for activities and fundraising events at which attendees may not necessarily be members of the Club. The Board's vote to renew the four Club Special Permits for 2019 should be subject to permit-holders having no outstanding taxes or fees that would affect renewal, submission of a complete renewal application along with all required material, and submission of the ABCC license fee during the month of December. The following materials are required to be submitted:

- Vote of the Board of Directors or Governing Board authorizing petition for permit
- Name, address, and salary paid by the Club for each Officer and Member of the Board of Directors
- Certificate of Good Standing from the Department of Revenue
- Name, address, and telephone number for members who will sponsor and be present during functions
- Description of functions and fundraising activities
- List of income and donations

AmVets

Massachusetts Alcoholic Beverages Control Commission - State

Phone (617) 727-3040

239 Causeway Street, Boston, Massachusetts 02114

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: c256fc4d-e1d4-426c-80d2-5b7e68376028

Description	Applicant, License or Registration Number	Amount
SPECIAL PERMIT	AMVETS Post 79	\$200.00
SPECIAL PERMIT	AMVETS Post 79	\$200.00
		\$400.00

Total Convenience Fee: **\$0.70**

Date Paid: **12/9/2018 1:04:32 PM EDT**

Total Amount Paid: **\$400.70**

Payment On Behalf Of

Multiple Items:

Please see above for all of the items in this transaction.

Billing Information

First Name:

AMVETS Post 79

Last Name:

Natick

Address:

1 Superior Drive

City:

Natick

State:

MA

Zip Code:

01760

Email Address:

janiricci@gmail.com

[Print Receipt](#)

[Make Another Payment](#)

powered by nCourt



AMVETS Post #79 Natick
1 Superior Drive – Natick, MA 01760

December 10, 2018

Board of Selectman
Town of Natick
13 Central Street
Natick, MA 01760

Re: Authorization for Petition for 2019 Special Permit

Dear Board of Selectman,

Per the requirements of the Board of Selectmen Special Club Permit renewal procedure, AMVETS Post #79 is seeking a special permit to offer members and the general public a venue to celebrate special personal events; as in birthday parties, weddings, baby and bridal showers, memorial lunches and to also hold organized group or business meetings.

These gatherings may be held in the Hall (second floor of building) or on the Grounds (outside recreational area) of AMVETS Post #79.

With thanks and best regards,

Yours truly,

/James Sheridan/

James Sheridan
Commander
AMVETS Post #79



AMVETS Post #79 Natick
1 Superior Drive – Natick, MA 01760

December 10, 2018

Board of Selectman
Town of Natick
13 Central Street
Natick, MA 01760

Re: Authorization for Petition for Special Permit

Dear Board of Selectman,

Per the requirements of the Board of Selectmen Special Club Permit renewal procedure, please be advised that the Post Officers of AMVETS Post #79 voted unanimously to authorize "Petition for Permit" for renewal of our Club Special Permit.

With thanks and best regards,

Yours truly,

/James Sheridan/

James Sheridan
Commander
AMVETS Post #79

IDENTIFICATION

NO. _____
No Fee**The Commonwealth of Massachusetts****William Francis Galvin**

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

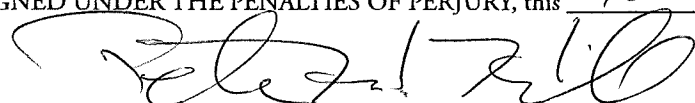
**CERTIFICATE OF CHANGE OF DIRECTORS OR
OFFICERS OF NON-PROFIT CORPORATIONS**

(General Laws, Chapter 180, Section 6D)

I, Peter Hill, First Vice Commander
*Clerk / *Assistant Clerkof Amvets Post #79,
(Exact name of corporation)having a principal office at 1 Superior Drive, Natick, Ma 01760,
(Street address of corporation in Massachusetts)

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential address, and expiration of term of each director and the president, treasurer and clerk are as follows:

	NAME	RESIDENTIAL ADDRESS	EXPIRATION OF TERM OF OFFICE
President:	Jamie Sheridan	18 Oxford St - Natick	2019
Treasurer:	Tom Davitt	34 Berry St - Framingham	
Clerk:	Zackary Spillman	26 Curb St - Sherborn	
**Assistant Clerk:			
Directors:			
Vice Commanders:			
	Peter Hill	63 Concord St - Holliston	2019
	Bill Verner	610 Washington St - Wellesley	

SIGNED UNDER THE PENALTIES OF PERJURY, this 10th day of December, 2018

First Vice Commander
*Clerk / *Assistant Clerk

*Delete the inapplicable words.

**Please provide the name and residential address of the assistant clerk if he/she is executing this certificate of change.



AMVETS Post #79 Natick
1 Superior Drive – Natick, MA 01760

December 10, 2018

Board of Selectman
Town of Natick
13 Central Street
Natick, MA 01760

Re: 2019 Special Permit Renewal

Dear Board of Selectman,

Per the requirements of the Board of Selectmen Special Club Permit renewal procedure, the following managers or officers will be present during a function or fundraising activity held at the AMVETS Post #79 Club in 2019. Manager Jack Connery, Manager Janie Ricci, Commander Jamie Sheridan or Vice Commander Peter Hill.

With thanks and best regards,

Yours truly,

/James Sheridan/

James Sheridan
Commander
AMVETS Post #79



AMVETS Post #79 Natick
1 Superior Drive – Natick, MA 01760

December 10, 2018

Jack Connery	774-444-0012	42 Birch Street – Framingham
Janie Ricci	508-277-3881	405 Old Connecticut Path – Wayland
Jaime Sheridan	508-653-5196	18 Oxford Road - Natick
Peter Hill	508-208-7976	63 Concord Street - Holliston



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

mass.gov/dor

Letter ID: L0876345984
Notice Date: December 3, 2018
Case ID: 0-000-592-076



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



AMVETS POST 79 NATICK INC
1 SUPERIOR DR
NATICK MA 01760-1508

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, AMVETS POST 79 NATICK INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

CLUB INCOME AND DONATIONS

AMVETS POST #79 - NATICK

January 1, 2018 to November 30, 2018

Revenue:

Canteen & Function Sales: **\$336,539.35**

Expenses

Payroll **\$80,839.28**

Meals Tax **\$17,331.37**

Beer, Wine, Spirits **\$128,113.26**

Operations **\$27,004.82**

Utilities **\$26,187.36**

Insurance **\$1,559.66**

Communications **\$ 2,580.24**

Facility Repairs & Maintenance **\$24,500.85**

Cleaning **\$ 2,400.00**

Licensing/Permits **\$ 340.00**

Miscellaneous **\$ 5,222.65**

Total: ~~\$20,459.86~~

\$ 316,079.49

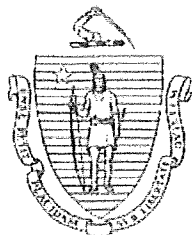
Donations:

\$9,200.00

Framingham Fire Department
Natick Fire Department
Natick Cheerleading Group
Post 79 Veterans' Turkey Give-Away
Post 79 Veterans' Dinners
Natick Labs
Arrowhead Motor Ride

Natick Cub Scouts
Chapel Of Hope
Natick Veterans' Relief
Natick Police Association
Veterans' Marine Cookout
Children's Wish Foundation
Brigham & Williams Hospital

NOTICE TO EMPLOYEES



NOTICE TO EMPLOYEES

The Commonwealth of Massachusetts DEPARTMENT OF INDUSTRIAL ACCIDENTS

600 Washington Street, Boston, Massachusetts 02111

617-727-4900 – <http://www.mass.gov/dia>

As required by Massachusetts General Law, Chapter 152, Sections 21, 22, 30, this will give you notice that I (we) have provided for payment to our injured employees under the above-mentioned chapter by insuring with:

Security National Insurance Company

NAME OF INSURANCE COMPANY

800 Superior Avenue East, 21st Floor, Cleveland, OH 44114

ADDRESS OF INSURANCE COMPANY

SWC1217905

12/8/2018 to 12/8/2019

POLICY NUMBER

EFFECTIVE DATES

THOMAS B. CARROLL INSURANCE
INC.

617 MILL ST., STE. 1, WORCESTER,
MA 01602

(508) 752-3300

NAME OF INSURANCE AGENT

ADDRESS

PHONE #

Amvets Post # 79, Natick, Inc.

1 Superior Drive, Natick, MA 01760

EMPLOYER

ADDRESS

EMPLOYER'S WORKERS' COMPENSATION OFFICER (IF ANY)

DATE

MEDICAL TREATMENT

The above named insurer is required in cases of personal injuries arising out of and in the course of employment to furnish adequate and reasonable hospital and medical services in accordance with the provisions of the Workers' Compensation Act. A copy of the First Report of Injury must be given to the injured employee. The employee may select his or her own physician. The reasonable cost of the services provided by the treating physician will be paid by the insurer, if the treatment is necessary and reasonably connected to the work related injury. In cases requiring hospital attention, employees are hereby notified that the insurer has arranged for such attention at the

NAME OF HOSPITAL

ADDRESS

TO BE POSTED BY EMPLOYER





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2018

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		CONTACT NAME: Amanda Robidoux	
Thomas Carroll Ins		PHONE (A/C, No, Ext): (508) 752-3300	FAX (A/C, No):
617 Mill St		E-MAIL ADDRESS: amanda@thomascarrollinsurance.com	
Worcester MA 01602		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A: NATIONAL CASUALTY CO	
AMVETS Post #79, Natick, Inc		INSURER B: HARTFORD UNDERWRITERS INS CO	
1 Superior Drive		INSURER C:	
Natick MA 01760		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			KKO 0000007359100	4/1/18	4/1/19	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	6S60UB-1K07719-4-17	12/8/17	12/8/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	LIQUOR LIABILITY			KKO 0000007359100	4/1/18	4/1/19	AGGREGATE LIMIT \$2,000,000
							COMMON CAUSE \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Town of Natick	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
13 East Central St	
Natick, MA 01760	

© 1988-2015 ACORD CORPORATION. All rights reserved.

TOWN OF NATICK
PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, December 17, 2018, 7:00 p.m., Natick Town Hall, 13 East Central Street, upon the application of the following Clubs for the renewal of a 2018 special permit issued in accordance with Chapter 336 of the Acts of 2004 to allow the sale of alcohol at functions at which the attendees are not necessarily members of the club:

Natick Lodge #1425 of the Benevolent & Protective Order of Elks, 95 Speen Street. Paul Sanford, Manager

The Francesco DeSanctis Lodge #1411, Sons of Italy, 37 Washington Avenue. Marguerite Sacchetti, Manager

Amvets Post 79, Off Superior Drive, Marijane Ricci, Mgr.

Veterans of Foreign Wars, Natick Post 1274, 113 West Central St., Harry Seaholm, Mgr.

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

Michael J. Hickey, Jr., Clerk



Patricia O'Neil <poneil@natickma.org>

Payroll Information

1 message

Jani Ricci <janiricci@gmail.com>
To: Patricia O'Neil <poneil@natickma.org>
Cc: John Connery <jpconnery1@hotmail.com>

Mon, Dec 17, 2018 at 4:01 PM

Hello,

Please accept this email as confirmation that none of the AMVETS Post #79 commanders or officers are paid a salary, hourly wage or stipend for any work they may do at the Club - for the Club.

The employees on our payroll are manager and/or bartenders.

I hope this information is helpful, please do not hesitate to contact me if more information is needed.


Janie Ricci
AMVETS Post #79
Natick, MA 01760


Natick Elks

From: customerservice@nCourt.com
Sent: Tuesday, November 27, 2018 5:36 PM
To: manager.natickelks@comcast.net
Subject: Receipt from nCourt

Elks

YOUR RECEIPT >>

Paid To	
	
Name: Massachusetts Alcoholic Beverages Control Commission	
Address 1: 239 Causeway Street	
Address 2:	
City: Boston	
State: Massachusetts	
Zip: 02114	



Payment On Behalf Of	
	
First Name: Natick Lodge 1425	Last Name: BPO Elks
Address 1: 95 Speen St	
Address 2: PO Box 381	
City: Natick	State: MA
Phone: (508) 653-9792	Zip: 01760
Birth Date:	

Description	ID	Convenience Fee	Amount
SPECIAL PERMIT	Natick Lodge #1425/BPOE	\$0.35	\$200.00


Receipt Date: 11/27/2018
5:35:44 PM EST

Invoice Number: 6dd89cf0-99e4-43fb-bc36-
f8c42e4ba61a

Total Amount Paid: **\$200.35**

Billing Information	Credit / Debit Card Information
	
First Name: Natick Lodge 1425	Card Type: Checking
Last Name: BPO Elks	Card Number: *****9307
Email: manager.natickelks@comcast.net	
Street: PO Box 381	
City: Natick	
State/Territory: MA	
Zip: 01760	

IMPORTANT INFORMATION >>



Please verify the information shown above. Your payment has been submitted to the location listed above.

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 6dd89cf0-99e4-43fb-bc36-f8c42e4ba61a

Description	Applicant, License or Registration Number	Amount
SPECIAL PERMIT	Natick Lodge #1425/BPOE	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 11/27/2018 5:35:44 PM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:
Natick Lodge #1425/BPOE

License Type:
SPECIAL PERMIT

Billing Information

First Name:
Natick Lodge 1425

Last Name:
BPO Elks

Address:
PO Box 381

City:
Natick

State:
MA

Zip Code:
01760

Email Address:
manager.natickelks@comcast.net

BRUCE D WHITNEY, P.E.R.
Secretary
76 Speen St
Natick, MA 01760
Lodge Phone: (508) 653-9792
Home Phone: (508) 400-1917
secretary.natickelks@comcast.net

RICHARD J DONOVAN, JR
Exalted Ruler
173 Leland St
Framingham, MA 01702
Lodge Phone: (508) 653-9792
Home Phone: (305) 767-3818
butchdonovan.natickelks@gmail.com

KEITH FITZPATRICK
Treasurer
92 North Main St
Bellingham, MA 02019-1408
Lodge Phone: (508) 653-9792
Home Phone: (508) 918-5052
kf18603@hotmail.com

Allan Ebeling - *Leading Knight*
Michael A Raphael - *Loyal Knight*
Brian Kelly - *Lecturing Knight*
Kenneth A Schack, P.E.R.- *Chaplain*
M. Jeanne Raimondi- *Inner Guard*
Robert McDermott - *Tiler*
William C Griffin - *Esquire*
Paul M Sanford - *Club Manager*

Natick Lodge No. 1425
Benevolent and Protective Order of Elks



95 SPEEN STREET, NATICK, MA 01760
secretary.natickelks@comcast.net

Trustees
William Burke - Chairman
Mary F. Campana, P.E.R.
John J. Hughes, Jr
Keith Foster
Thomas F. Shea, III

November 28, 2018

Honorable Board of Selectmen
Amy Mistrot, Chair
Town of Natick
13 East Central St
Natick, MA 01760

Dear Chairman Mistrot,

On Wednesday, November 28, 2018 at 7:00pm, the Board of Directors of the Natick Lodge of Elks met and discussed the renewal of our License for a Special Permit to sell alcohol at functions under Chapter 336 of the Acts of 2004. The Board voted unanimously to petition for the Special Club Permit renewal. The Board also voted to appoint Club Manager, Paul M. Sanford to handle all necessary paperwork and financial payments required.

Respectfully submitted,

William Burke

Natick Elks Lodge Board of Directors

BRUCE D WHITNEY, P.E.R.
Secretary
76 Speen St
Natick, MA 01760
Lodge Phone: (508) 653-9792
Home Phone: (508) 400-1917
secretary.natickelks@comcast.net

Allan Ebeling - *Leading Knight*
Michael A Raphael - *Loyal Knight*
Brian Kelly - *Lecturing Knight*
Kenneth A Schack, P.E.R. - *Chaplain*
M. Jeanne Raimondi - *Inner Guard*
Robert McDermott - *Tiler*
William C Griffin - *Esquire*
Paul M Sanford - *Club Manager*

RICHARD J DONOVAN, JR
Exalted Ruler
173 Leland St
Framingham, MA 01702
Lodge Phone: (508) 653-9792
Home Phone: (305) 767-3818
butchdonovan.natickelks@gmail.com

KEITH FITZPATRICK
Treasurer
92 North Main St
Bellingham, MA 02019-1408
Lodge Phone: (508) 653-9792
Home Phone: (508) 918-5052
kf18603@hotmail.com

Natick Lodge No. 1425

Benevolent and Protective Order of Elks



95 SPEEN STREET, NATICK, MA 01760
secretary.natickelks@comcast.net

Trustees
William Burke - *Chairman*
Mary F. Campana, P.E.R.
John J. Hughes, Jr
Keith Foster
Thomas F. Shea, III

November 28, 2018

There are no Officers or Members of the Board of Directors that are paid a salary.

Very truly,

Richard J. Donovan, Jr
Presiding Officer



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

mass.gov/dor

Letter ID: L1428785792
Notice Date: October 17, 2018
Case ID: 0-000-490-606



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BPOE NATICK LODGE 1425
PO BOX 381
NATICK MA 01760-0004

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, BPOE NATICK LODGE 1425 is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

BRUCE D WHITNEY, P.E.R.
Secretary
76 Speen St
Natick, MA 01760
Lodge Phone: (508) 653-9792
Home Phone: (508) 400-1917
secretary.natickelks@comcast.net

RICHARD J DONOVAN, JR
Exalted Ruler
173 Leland St
Framingham, MA 01702
Lodge Phone: (508) 653-9792
Home Phone: (305) 767-3818
butchdonovan.natickelks@gmail.com

KEITH FITZPATRICK
Treasurer
92 North Main St
Bellingham, MA 02019-1408
Lodge Phone: (508) 653-9792
Home Phone: (508) 918-5052
kf18603@hotmail.com

Allan Ebeling - Leading Knight
Michael A Raphael - Loyal Knight
Brian Kelly - Lecturing Knight
Kenneth A Schack, P.E.R.- Chaplain
M. Jeanne Raimondi- Inner Guard
Robert McDermott - Tiler
William C Griffin - Esquire
Paul M Sanford - Club Manager

Natick Lodge No. 1425
Benevolent and Protective Order of Elks



95 SPEEN STREET, NATICK, MA 01760
secretary.natickelks@comcast.net

Trustees
William Burke - Chairman
Mary F. Campana, P.E.R.
John J. Hughes, Jr
Keith Foster
Thomas F. Shea, III

November 28, 2018

The following members are authorized to sponsor and be present to oversee functions or fundraising events –

William Burke, 18 Wentworth Rd, Natick, MA 01760. 508-653-9792
Richard J Donovan, 20 Lookout Ave, Natick, MA 01760, 508-653-9792
Keith Fitzpatrick, 20 Puddingstone Ln, Bellingham, MA 02019, 508-653-9792
William Griffin, 5 Short Rd, Holliston, MA 01746, 508-653-9792
Michael Raphael, 551 Worcester Rd, Framingham, MA 01702, 508-653-9792
Paul M Sanford, 11 Lindsay St, Framingham, MA 01702, 508-653-9792
Bruce D Whitney, 72 Speen St, Natick, MA 01760, 508-653-9792

Very truly,

Richard J. Donovan, Jr
Presiding Officer

BRUCE D WHITNEY, P.E.R.
Secretary
76 Speen St
Natick, MA 01760
Lodge Phone: (508) 653-9792
Home Phone: (508) 400-1917
secretary.natickelks@comcast.net

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Exalted Ruler
173 Leland St
Framingham, MA 01702
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KEITH FITZPATRICK
Treasurer
92 North Main St
Bellingham, MA 02019-1408
Lodge Phone: (508) 653-9792
Home Phone: (508) 918-5052
kf18603@hotmail.com

Allan Ebeling - *Leading Knight*
Michael A Raphael - *Loyal Knight*
Brian Kelly - *Lecturing Knight*
Kenneth A Schack, P.E.R.- *Chaplain*
M. Jeanne Raimondi- *Inner Guard*
Robert McDermott - *Tiler*
William C Griffin - *Esquire*
Paul M Sanford - *Club Manager*

Natick Lodge No. 1425
Benevolent and Protective Order of Elks



95 SPEEN STREET, NATICK, MA 01760
secretary.natickelks@comcast.net

Trustees
William Burke - *Chairman*
Mary F. Campana, P.E.R.
John J. Hughes, Jr
Keith Foster
Thomas F. Shea, III

November 28, 2018

Description of the function(s) or fundraising activity(ies) for which the special liquor permit is sought –

Weddings, birthdays, funeral collations, graduations, family gatherings, charitable fundraising events, scholarships awards,

FUNCTION / BAR INCOME

Liquor Sales \$ 17,365
 Beer Sales \$ 31,928
 Wine Sales \$ 4,970
 Other \$ 36,044

A.-Total Sales \$ 90,307

EXPENSES

Staff
 Administration \$ 31,000
 Function Staff \$ 8,500
 Cleaning \$ 7,512
 Cost of Goods Sold
 Liquor \$ 7,910
 Beer \$ 12,771
 Wine \$ 1,210
 Utilities Expense
 Electricity \$ 10,200
 Gas / Oil \$ 2,100
 Other \$ _____
 Other \$ _____

B. Total Expenses \$ 81,203

C. Net Income \$ 9,104

(Net Income equals "A." Total Sales minus "B." Total Expenses)

Filing Period - From 4 / 1 / 17 to 3 / 31 / 18 Dates for Income / Expense / Donation Activity

NATICK LODGE OF ELKS

No. 1425

P.O. Box 381

Natick, MA 01760

CHARITABLE DONATIONS (Itemize)

ALS RELAY For Life \$ 240
NATICK Service Council Pantry \$ 215
WRAMC Fisher House \$ 1,000
NATICK OPIOID Task Force \$ 2,069
MA ELKS Assoc Scholarship \$ 150
ELKS NATIONAL Association \$ 3,482
NATICK VETERANS Relief \$ 500
NATICK ELKS Scholarships \$ 4,000

D. Total Donations \$ 11,656

Eligibility:

Total Donations "D." must be greater than

Net Income "C." for Applicant to be eligible.

TOWN OF NATICK
PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, December 17, 2018, 7:00 p.m., Natick Town Hall, 13 East Central Street, upon the application of the following Clubs for the renewal of a 2018 special permit issued in accordance with Chapter 336 of the Acts of 2004 to allow the sale of alcohol at functions at which the attendees are not necessarily members of the club:

Natick Lodge #1425 of the Benevolent & Protective Order of Elks, 95 Speen Street. Paul Sanford, Manager

The Francesco DeSanctis Lodge #1411, Sons of Italy, 37 Washington Avenue. Marguerite Sacchetti, Manager

Amvets Post 79, Off Superior Drive, Marijane Ricci, Mgr.

Veterans of Foreign Wars, Natick Post 1274, 113 West Central St., Harry Seaholm, Mgr.

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

Michael J. Hickey, Jr., Clerk

cathywash@verizon.net

SOI

From: customerservice@nCourt.com
Sent: Monday, November 26, 2018 12:43 PM
To: cathywash@verizon.net
Subject: Receipt from nCourt

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To



Name: Massachusetts Alcoholic Beverages Control Commission - Retail

Address 1: 239 Causeway Street

Address 2:

City: Boston

State: Massachusetts

Zip: 02114

Payment On Behalf Of



First Name: Cathy

Last Name: Washburn

Address 1: 37 Washington Ave.

Address 2:

City: Natick

State: MA

Zip: 01760

Phone: (508) 653-5619

Birth Date:

Description	ID	Convenience Fee	Amount
FILING FEES-RETAIL	Francesco DeSanctis Lodge #1411	\$0.35	\$200.00

Receipt Date: 11/26/2018 12:43:08 PM
EST

Invoice Number: 9e747585-ec04-4cc4-8087-
bb713488b0a1

**Total Amount
Paid:** \$200.35

Billing Information



First Name Cathy

President

Last Name Washburn

Email cathywash@verizon.net

Street 37 Washington Ave.

City Natick

Credit / Debit Card Information



Card Type Checking

Card Number *****4846

State/Territory MA

Zip 01760

IMPORTANT INFORMATION >>



Please verify the information shown above. Your payment has been submitted to the location listed above.

Please call 800-701-8560 if you have any questions regarding this information.



ORDER SONS OF ITALY IN AMERICA
Francesco DeSanctis Lodge #1411
37 Washington Ave ~ Natick, MA 01760
Phone: 508-653-5619 ~ e-mail: soinatick@aol.com

December 5, 2018

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

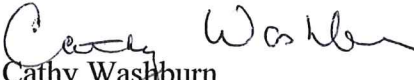
Re: Authorization for Petition for Permit

Dear Natick Board of Selectmen,

Per the requirements of the Board of Selectmen, please be advised that the Board of Directors of Francesco DeSanctis Lodge #1411 voted to authorize "Petition for Permit" for renewal of our Club Special Permit.

The vote was unanimous: all in favor.

Kind regards,


Cathy Washburn
Sons of Italy
President



ORDER SONS OF ITALY IN AMERICA
Francesco DeSanctis Lodge #1411
37 Washington Ave ~ Natick, MA 01760
Phone: 508-653-5619 ~ e-mail: soinatick@aol.com

December 5, 2018

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

Re: Board of Directors

Dear Natick Board of Selectmen,

Per the requirements of the Board of Selectmen, attached please find the current list of Officers and Directors of the Francesco DeSanctis Lodge #1411. No Officers or Directors are paid a salary or have a vested financial interest in the Lodge.

Kind regards,

Cathy Washburn
Cathy Washburn
Sons of Italy
President

2018 Francesco DeSanctis Lodge #1411 Board of Directors

Carol Manning - Chairwoman
28 Point Street
Natick, MA 01760

Floriana Pignatelli – Recording Secretary
42 Troutbrook Rd.
Dover, MA 02030

Marguerite Sacchetti – Co-Treasurer
20 South Ave. #305
Natick, MA 01760

Cathy Washburn – Co-Treasurer
29 Washburn Street
Northborough, MA 01532

Nancy Foody
30 Village Brook Lane
Natick, MA 01760

Marisa Pilette
67 Chouteau Ave.
Framingham, MA 01701

Benny Polagruto
81 Pond Street
Natick, MA 01760

Iole Coppellotti
90 North Ave.
Natick, MA 01760

Darlene Rideout
4 Sun Valley Drive
Medway, MA 02053

mass.gov/mass.gov

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



FRANCESCO DESANCTIS LDG 1411
37 WASHINGTON AVE
NATICK MA 01760-3430

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, FRANCESCO DESANCTIS LDG 1411 is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



ORDER SONS OF ITALY IN AMERICA
Francesco DeSanctis Lodge #1411
37 Washington Ave., Natick, MA 01760
Phone: 508-653-5619 ~ e-mail: soinatick@aol.com

December 5, 2018

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

Dear Natick Board of Selectmen,

Per the requirements of the Board of Selectmen, please be advised of the following contact information for members of the Francesco DeSanctis Lodge #1411 who individually or collectively shall sponsor and be present at all functions and fund-raising activities:

Marguerite Sacchetti
20 South Ave #305
Natick, MA 01760
508-331-1200

Iole Coppellotti
90 North Main Street
Natick, MA 01760
508-653-1478

Beth Finnegan
9 Sylvester Road
Natick, MA 01760
508-332-2078

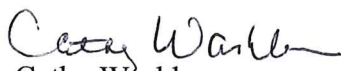
Francis B. Polagruto
81 Pond Street
Natick, MA 01760
508-653-4866

Cathy Washburn
29 Washburn Street
Northborough, MA 01760
508-577-2153

Mary Rinaldo
14 Maple Ave.
Ashland, MA 01721
508-309-4530

Judith Parant
10 Elm Street
Natick, MA 01760
508-651-3810

Kind regards,


Cathy Washburn
Sons of Italy
President



ORDER SONS OF ITALY IN AMERICA
Francesco DeSanctis Lodge #1411
37 Washington Ave ~ Natick, MA 01760
Phone: 508-653-5619 ~ e-mail: soinatick@aol.com

December 5, 2018

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

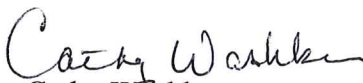
Re: Description of Fundraising Activities

Dear Natick Board of Selectmen,

Per the requirements of the Board of Selectmen, please be advised that the "Fundraising Activities" of the Francesco DeSanctis Lodge #1411 are all designated for promotion of our Italian heritage and charitable giving and consist of:

- Weekly Pasta Night on Wednesday, open to the public.
- Quarterly Porchetta Night dinner open to the public.
- Natick Days booth, open to the public.
- Fundraising events for the Natick Service Council, Toys for Tots, Provisions Ministries, Scholarships for local senior high students, Natick VNA, etc.
- Seasonal events, dinner dances, private hall rentals, Lodge member parties

Kind regards,


Cathy Washburn
Sons of Italy
President

CLUB INCOME AND DONATIONS

FILING PERIOD FOR INCOME / EXPENSE / DONATION ACTIVITY

FROM 01 / 01 / 18 TO 12 / 05 / 18

FUNCTION / BAR INCOME

Liquor Sales	\$ 19,380.50
Beer Sales	\$
Wine Sales	\$
Other NON	\$ 4388.50
TOTAL SALES	\$ 23,769.00

Taxable

EXPENSES

Staff

Administration / Bartender	\$ 2065.00
Function Staff Mgr.	\$ 1900
Cleaning / Maint	\$ 3430.

Cost of Goods Sold

Liquor	\$ 7100.00
Beer	\$
Wine	\$

Utilities Expenses

Electricity	\$ 2539.-
Gas/Oil	\$ 3529.-
Other outside	\$ 5619.-
Other Repairs	\$ 6916.-

TOTAL EXPENSES \$ 33,098.00

NET INCOME* \$ 69329.00

*(Net Income equals Total Sales minus Total Expenses)

CHARITABLE DONATIONS (Please itemize)

Community Scholarships	\$ 8500.-
Natchikvna	\$ 500
Bay Path	\$ 500
Charitable Ed. Trust	\$ 400
Grand Lodge	\$ 100
Watah High Track Team	\$ 715.00 + Prom Party
Chair Donation	\$ 589.-
Provision Ministry	\$ 950.-
→ Alanna Scott	\$
Anana Solomon	\$
Brycen Burke	\$
David Schneider	\$
Elizabeth Spencio	\$
Nicholas Raffi	\$
Kayla Machaud	\$
Domenico Priante	\$

TOTAL DONATIONS**

\$ 12,254.10

**** (Total Donations must be greater than Net Income for applicant to be eligible for Club Special Permit)**

TOWN OF NATICK
PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, December 17, 2018, 7:00 p.m., Natick Town Hall, 13 East Central Street, upon the application of the following Clubs for the renewal of a 2018 special permit issued in accordance with Chapter 336 of the Acts of 2004 to allow the sale of alcohol at functions at which the attendees are not necessarily members of the club:

Natick Lodge #1425 of the Benevolent & Protective Order of Elks, 95 Speen Street. Paul Sanford, Manager

The Francesco DeSanctis Lodge #1411, Sons of Italy, 37 Washington Avenue. Marguerite Sacchetti, Manager

Amvets Post 79, Off Superior Drive, Marijane Ricci, Mgr.

Veterans of Foreign Wars, Natick Post 1274, 113 West Central St., Harry Seaholm, Mgr.

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

Michael J. Hickey, Jr., Clerk

VFW

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 9fcec6be-08d0-477b-bc49-af4a771330af

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	natick post 1274 vfwusinc	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 12/9/2018 3:13:40 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
natick post 1274 vfw,us,incFee Type:
FILING FEES-RETAIL

Billing Information

First Name:
robertLast Name:
lynchAddress:
61 forest ave extCity:
NatickState:
MAZip Code:
01760Email Address:
lynchjr4@verizon.net

VETERANS OF FOREIGN WARS

OF THE UNITED STATES

NATICK, POST NO. 1274

P.O. BOX 114

NATICK, MASSACHUSETTS 01760



(508) 651-1274

December 10, 2018

The Natick Board of Directors for VFW Post 1274 voted to continue the practice of renting our hall to non-members and to continue with petitioning to keep our permit. The vote was held at our annual meeting on May 20, 2018.

The salary for the treasurer is \$250.00 per week.

A handwritten signature in black ink that reads 'Robert Lynch'. The signature is stylized with a large, sweeping 'R' and a cursive 'Lynch'.

Robert Lynch
Treasurer

VETERANS OF FOREIGN WAR

OF THE UNITED STATES

NATICK, POST NO. 1274

P.O. BOX 114

NATICK, MASSACHUSETTS 01760



(508) 651-1274

Board of Directors

President – Robert Magri

40 Williams St. Framingham, MA 01702 508-259-7171

Vice President – Robert Lynch, Jr.

61 Forest Ave. Ext. Natick, MA 01760 774-270-2644

Commander – Byron Prescott

58 Pilgrim Rd. Natick, MA 01760 508-655-5591

Chaplain - Robert Magri

40 Williams St. Framingham, MA 01702 508-259-7171

Sr. Vice Commander – Paul Thorton

544 Haverhill St. Reading, MA 01867 978-580-7837

Jr. Vice Commander – Hrach Michaelian

11 Merriam Rd. Framingham, MA 01701 781-775-8164



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NATICK VFW POST 1274 INC
113 W CENTRAL ST # 144
NATICK MA 01760-4310

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, NATICK VFW POST 1274 INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

3:32 PM

12/09/18

Cash Basis

VFW 1274

Profit & Loss

December 1, 2017 through December 1, 2018

	Dec 1, '17 - Dec 1, 18
Income	
100 CANTEEN INCOME	
101 BEER	77,406.60
102 LIQUOR SALES	55,523.12
103 WINE SALES	2,616.25
104 SODA	1,777.39
105 FOOD SALES	5,762.67
106 RAFFLES AND BAZAAR	2,284.80
ATM INCOME	1,281.00
100 CANTEEN INCOME - Other	238.00
Total 100 CANTEEN INCOME	146,889.83
150 KENO INCOME	
155 KENO INCOME PAYMENT TO STAT	-64,942.55
150 KENO INCOME - Other	74,859.60
Total 150 KENO INCOME	9,917.05
200 HALL INCOME	
201 HALL BEER SALES	7,579.25
202 HALL LIQUOR	5,387.50
203 HALL WINE SALES	1,645.00
204 HALL SODA/JUICE	1,001.25
206 HALL RENTAL	30,835.95
207 KITCHEN DEPOSIT	200.00
200 HALL INCOME - Other	1,231.00
Total 200 HALL INCOME	47,879.95
250 Miscellaneous Income	
251 Interest Income	3.64
252 BUILDING FUND DONATIONS	1,221.50
253 BOOSTER	1,235.00
254 MISCELLANEOUS OTHER	1,975.78
256 CORPORATION DONORS	400.00
257 DONATIONS	2,188.25
250 Miscellaneous Income - Other	2,687.90
Total 250 Miscellaneous Income	9,712.07
300 POST	
310 POPPY DRIVE	1,570.00
320 MEAT SHOOT POST B	1,293.00
324 POST MEAT SHOOT A	1,780.08
326 VFW DUES	731.00
330 MISCELLANEOUS	43.54
Total 300 POST	5,417.62
Total Income	219,816.52
Gross Profit	219,816.52
Expense	
400 CORPORATION EXPENSES	
404 INSURANCE	10,534.00
405 KITCHEN FOOD EXPENSE	7,083.01
406 LICENSES & PERMITS	0.00
407 LINEN & TOWELS	1,237.00
408 MEALS TAX	16,600.37
409 OFFICE EXPENSE	654.79
416 BANK CHARGES	186.45
418 PAYROLL	66,416.25
419 PAYROLL TAXES	19,766.92
420 PAYROLL FEES	459.00

3:32 PM

12/09/18

Cash Basis

VFW 1274

Profit & Loss

December 1, 2017 through December 1, 2018

	Dec 1, '17 - Dec 1, 18
422 RENTAL REFUNDS	200.00
423 MISCELLANEOUS OTHER	2,878.16
Total 400 CORPORATION EXPENSES	126,015.95
500 BUILDING EXPENSES	
502 ELECTRIC	16,775.59
503 PHONE	1,669.66
504 PLOWING	5,240.00
506 ALARM SERVICE	1,443.03
507 CLEANING	3,681.59
513 DIRECT TV SERVICE	935.13
514 WATER SEWER	3,049.71
515 TRASH REMOVAL	2,976.00
Total 500 BUILDING EXPENSES	35,770.71
600 PURCHASES	
601 BOTTLE BEER	29,126.46
604 LIQUOR	22,982.90
610 SODA	1,664.28
Total 600 PURCHASES	53,773.64
800 REPAIRS	
801 BUILDING REPAIRS	553.41
803 EQUIPMENT REPAIRS	436.00
Total 800 REPAIRS	989.41
900 POST EXPENSE	
901 SCHOLARSHIP	500.00
903 DONATIONS	370.00
905 DUES MEMBERSHIP	201.00
906 VFW NATIONAL	308.00
907 VFW STATE	500.00
908 MISCELLANEOUS OTHER	2,274.97
911 MEAT SHOOT POST	1,387.97
914 POSTMASTER	386.80
915 RELIEF FUND EXPENSE	200.00
916-OFFICE EXPENSE	54.57
900 POST EXPENSE - Other	136.00
Total 900 POST EXPENSE	6,319.31
ATM Changes	1,760.00
Total Expense	224,629.02
Net Income	-4,812.50

FUNCTION / BAR INCOME

Liquor Sales \$ 60,910.62
 Beer Sales \$ 84,985.85
 Wine Sales \$ 4,261.25
 Other \$ _____

A. Total Sales \$ 150,157.72

EXPENSES

Staff _____
 Administration \$ 126,015.95
 Function Staff \$ _____
 Cleaning \$ 3,681.59
 Cost of Goods Sold
 Liquor \$ 22,982.90
 Beer \$ 29,126.46
 Wine \$ 1,664.28
 Utilities Expense
 Electricity \$ 16,775.59
 Gas / Oil \$ _____
 Other REPAIRS \$ 989.41
 Other \$ _____

B. Total Expenses \$ 201,236.18

C. Net Income \$ -51,078.46

(Net Income equals "A." Total Sales minus "B." Total Expenses)

Filing Period - From DEC 1 / 17 to DEC 1 / 18 Dates for Income / Expense / Donation Activity

CHARITABLE DONATIONS (Itemize)

AUXILIARY TURKEY SHOOT \$ 300.-
NATICK HIGH SCHOOL PROM PARTY \$ 100.-
3 SCHOLARSHIPS \$ 1,500.-
NATICK BOY SCOUTS \$ 400.-
VFW NATIONAL HOME \$ 400.-
61st SCOUT TROOP 72579 \$ 120.-
HAUL DONATIONS TO CHARITY GROUPS \$ 10,000.-
SPECIAL OLYMPICS OF MA \$ 200.-
MINDTEMAN \$ 400.-
N.E. CENTER FOR HOMELESS \$ 200.-
AMERICAN CANCER SOCIETY \$ 200.-
PAPA FARMER CANCER INSTITUTE \$ 100.-
NATICK SERVICE COUNCIL \$ 200.-
 _____ \$ _____

D. Total Donations

\$ 14,120.-

Eligibility:

Total Donations "D." must be greater than

Net Income "C." for Applicant to be eligible.

TOWN OF NATICK
PUBLIC HEARING NOTICE

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Natick Lodge #1425 of the Benevolent & Protective Order of Elks, 95 Speen Street. Paul Sanford, Manager

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Amvets Post 79, Off Superior Drive, Marijane Ricci, Mgr.

Veterans of Foreign Wars, Natick Post 1274, 113 West Central St., Harry Seaholm, Mgr.

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

Michael J. Hickey, Jr., Clerk

VETERANS OF FOREIGN WARS

OF THE UNITED STATES

NATICK, POST NO. 1274

P.O. BOX 114

NATICK, MASSACHUSETTS 01760



(508) 651-1274

December 14, 2018

Patricia O'Neil
Town of Natick
13 East Central Street
Natick, MA 01760

Dear Trish,

Below are the answers to the questions from your email on 12/13/18

1. The Treasurer is the only paid officer of the Board of Directors
2. Names, addresses and phone numbers of the members who will be present at functions and fundraising activities is attached
3. Our rented functions include birthday parties, anniversary parties, holiday parties, weddings and showers. Our fundraising activities include meat/turkey shoots, Night at the Races and occasionally a themed party. These fundraising activities benefit such charitable causes as scholarships, the Natick Service Council, A Place to Turn, Natick Boy Scouts and Girl Scouts, American Cancer Society, Dana Farber, NE Center for Homeless Veterans, Special Olympics, Minutemen and other various veteran's organizations.

Please feel free to contact me should you need any further information.

Best,

A handwritten signature in blue ink, reading "Robert Lynch, Jr.", is written over a blue circular stamp. The stamp contains the text "VETERANS OF FOREIGN WARS" and "OF THE UNITED STATES" around a central emblem.

Robert Lynch, Jr.

Treasurer

VETERANS OF FOREIGN WARS

OF THE UNITED STATES

NATICK, POST NO. 1274

P.O. BOX 114

NATICK, MASSACHUSETTS 01760



(508) 651-1274

December 10, 2018

The Natick Board of Directors for VFW Post 1274 voted to continue the practice of renting our hall to non-members and to continue with petitioning to keep our permit. The vote was held at our annual meeting on May 20, 2018.

The salary for the treasurer is \$250.00 per week.

A handwritten signature in blue ink, appearing to read "Robert Lynch".

Robert Lynch
Treasurer

VETERANS OF FOREIGN WARS

OF THE UNITED STATES

NATICK, POST NO. 1274

P.O. BOX 114

NATICK, MASSACHUSETTS 01760



(508) 651-1274

Board of Directors

President – Robert Magri

40 Williams St. Framingham, MA 01702 508-259-7171

Vice President – Robert Lynch, Jr.

61 Forest Ave. Ext. Natick, MA 01760 774-270-2644

Commander – Byron Prescott

58 Pilgrim Rd. Natick, MA 01760 508-655-5591

Chaplain - Robert Magri

40 Williams St. Framingham, MA 01702 508-259-7171

Sr. Vice Commander – Paul Thorton

544 Haverhill St. Reading, MA 01867 978-580-7837

Jr. Vice Commander – Hrach Michaelian

11 Merriam Rd. Framingham, MA 01701 781-775-8164

ITEM TITLE: Natick Post # 1274 VFW of the US, Inc: Application for a Change in Manager
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Police Recommendation for Approval	12/13/2018	Cover Memo
Application	12/13/2018	Cover Memo



Donna Donovan <ddonovan@natickma.org>

Re: VFW

1 message

Brian Lauzon <lauzon@natickpolice.com>

Wed, Dec 12, 2018 at 4:05 PM

To: Donna Donovan <ddonovan@natickma.org>

Donna,

After reviewing the attached application we would recommend that the Board of Selectmen, as the Town's Licensing Authority, approve the applicant as the Manager of Record at the VFW.

Respectfully,

Lt. Brian G. Lauzon

On Thu, Dec 6, 2018 at 1:47 PM Donna Donovan <ddonovan@natickma.org> wrote:

Hi Brian,

As discussed, attached is the change of manager application for the VFW.

Thank you.

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



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

| For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Natick

City/Town

2018:00008-CL-0768

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

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

APPLICANT INFORMATION

Name of Licensee Natick Post #1274VFW of the US, Inc.

DBA VFW Post 1274

Street Address 113 West Central Street

Manager Byron P Prescott

Granted under Special Legislation? Yes ☐ No ☐

If Yes, Chapter
of the Acts of (year)

Type
(i.e. restaurant, package store)

Class
(Annual or Seasonal)

Category
(i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

Veterans Post

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date Time

Advertised Yes ☐ No ☐ Date Published Publication

Abutters Notified: Yes ☐ No ☐ Date of Notice

Date APPROVED by LLA

Decision of the LLA

Additional remarks or conditions
(E.g. Days and hours)

For Transfers ONLY:

Seller License Number:

Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



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

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

AMENDMENT-Change of Manager

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

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

EPAY CONFIRMATION NUMBER

Natick Post#1274 of the US, In

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

2018:00008-CL-0768

ENTITY/ LICENSEE NAME

Natick Post#1274 of the US, Inc.

ADDRESS

113 West Central Street PO Box 114

CITY/TOWN

Natick

STATE

MA

ZIP CODE

01760

For the following transactions (Check all that apply):

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

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

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

CORPORATE VOTE

The Board of Directors or LLC Managers of Natick Post #1274 of the US Inc.
Entity Name
duly voted to apply to the Licensing Authority of Natick and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on November 4, 2018
Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Manager

Other

"VOTED: To authorize

Byron P. Prescott

Name of Person

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

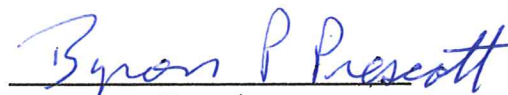
"VOTED: To appoint

Byron P. Prescott

Name of Liquor License Manager

as its manager of record, and hereby grant him or 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."

A true copy attest,


Corporate Officer / LLC Manager Signature

For Corporations ONLY

A true copy attest,


Corporation Clerk's Signature

APPLICANT'S STATEMENT

I, Byron P. Prescott the: sole proprietor; partner; corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of Natick Post#1274VFW of the US Inc.
Name of the Entity/Corporation

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Byron Prescott

Date:

11/29/2018

Title:

Post Commander



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

AMENDMENT-Change of Manager

Change of License Manager

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Natick Post#1274 VFW of the US Inc.	Natick	2018:00008-CL-0768

2. APPLICATION CONTACT

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

Name	Title	Email	Phone
BYRON P. PRESCOTT	POST COMMANDER	byronp2@verizon.net	508-655-5591

3A. MANAGER INFORMATION

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name	Byron P. Prescott	Date of Birth	08/22/1944	SSN	[REDACTED]
Residential Address	58 Pilgrim Road Natick, MA 01760				
Email	byronp2@verizon.net	Phone	508-655-5591		
Please indicate how many hours per week you intend to be on the licensed premises	35	Last-Approved License Manager	Harry K. Seaholm		

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* ☒ Yes ☐ No *Manager must be U.S. citizen
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No
If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
05/22/1972	04/28/2001	Fire Lieutenant	City of Newton	Chief Edward Murphy
11/06/1963	14/03/1994	Master Sergeant	USAF/MAANG	CMS Al Ferretti

3D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

Byron Prescott

Date 11/29/2018



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)	2018-00008-CL-076	LICENSEE NAME:	Natick Post#1274VFW of the US, Inc.	CITY/TOWN:	Natick
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APPLICANT INFORMATION

LAST NAME:	Prescott	FIRST NAME:	Byron	MIDDLE NAME:	Paul
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Newton, MA USA		
DATE OF BIRTH:	08-22-1944	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	na
MOTHER'S MAIDEN NAME:	Dorothy Blanchard	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Alabama MA
GENDER:		HEIGHT:		WEIGHT:	167LBS.
				EYE COLOR:	BLUE
CURRENT ADDRESS:	58 PILGRIM ROAD				
CITY/TOWN:	nATICK	STATE:	ma	ZIP:	01760
FORMER ADDRESS:	31 KEEFE AVE				
CITY/TOWN:	nEWTON	STATE:	ma	ZIP:	02164

PRINT AND SIGN

PRINTED NAME:	Byron P. Prescott	APPLICANT/EMPLOYEE SIGNATURE:	<i>Byron P. Prescott</i>
---------------	-------------------	-------------------------------	--------------------------

NOTARY INFORMATION

On this	11/28/2018	before me, the undersigned notary public, personally appeared	Byron P Prescott
(name of document signer), proved to me through satisfactory evidence of identification, which were		MA DL	
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.			
		<i>Mark Edward Burt</i>	
		NOTARY	



MARK EDWARD BURT
Notary Public
Commonwealth of Massachusetts
My Commission Expires July 11, 2025

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

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



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

mass.gov/dor

Letter ID: L0300055168
Notice Date: November 5, 2018
Case ID: 0-000-611-151



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NATICK VFW POST 1274 INC
113 W CENTRAL ST # 144
NATICK MA 01760-4310

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, NATICK VFW POST 1274 INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



David A. Olson, City Clerk

City of
Newton

Massachusetts 02459

Office of the City Clerk
617- 796- 1200

CERTIFIED COPY OF RECORD OF BIRTH IN THE OFFICE OF THE CITY CLERK

Registered Number 621

Child

Name: First Byron	Middle Paul	Last Prescott	
Place of Birth Newton Hospital, Newton MA			
Sex Male	Plurality Single	Birth Order ---	Date of Birth (Month, Day, Year) August 22, 1944

Mother

Name: First Dorothy	Middle ---	Last Prescott	Maiden Blanchard
Birthplace: City/Town Worcester	State MA		

Father

Name: First Ernest	Middle W	Last Prescott
Birthplace: City/Town Needham	State MA	Occupation Police Officer
Residence of Parent 75 High St., Newton MA		

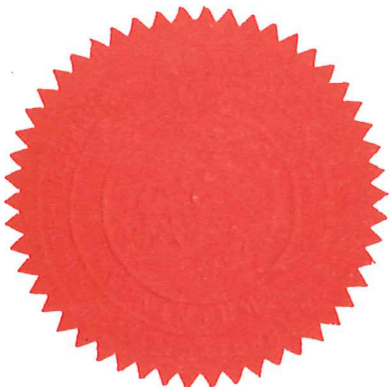
Date of Record August 25, 1944

I, the Undersigned, hereby certify that I hold the office of City Clerk of the City of Newton, Massachusetts, and have custody of the Records of Births, Marriages and Deaths required by law to be kept in said City; and I certify that the facts contained in this document appear on said records

Witness my hand and the Seal of said City of Newton

On this 7 day of November, 2018

David A. Olson, City Clerk



Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 282db32e-d5f1-4019-ac01-1ee4c799f6a1

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Natick Post#1274 of the US Inc.	\$200.00
		\$200.00

Total Convenience Fee: **\$4.70**

Date Paid: 11/29/2018 12:04:54 PM EDT

Total Amount Paid: **\$204.70**

Payment On Behalf Of

License Number or Business Name:
Natick Post#1274 of the US, Inc.Fee Type:
FILING FEES-RETAIL

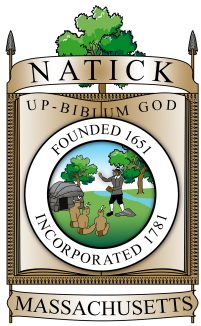
Billing Information

First Name:
ByronLast Name:
PrescottAddress:
58 Pilgrim RoadCity:
NatickState:
MAZip Code:
01760Email Address:
byronp2@verizon.net

ITEM TITLE: Town Clerk: Approve Document Restoration Contract
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Award Recommendation	12/12/2018	Cover Memo
Conservation Proposal	12/12/2018	Cover Memo
Federal Supply Service	12/12/2018	Cover Memo
Scope of Work	12/12/2018	Cover Memo



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard Deputy Town Administrator
Diane Packer, Town Clerk

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: December 3, 2018

**SUBJECT: CONTRACT AWARD
PRESERVATION OF TOWN BOOKS AND DOCUMENTS**

The Town is in receipt of a quote from Kofile for preservation of books and documents. The quote is \$99,840.00 to preserve birth, marriage, and death records from Town of Natick files, as stated in the quote.

Kofile is presently a vendor with an existing General Services Administration (GSA) contract. The contract number is GSA 35F-275AA.

Pursuant to the Inspector General's recommendations, cities and towns of the Commonwealth of Massachusetts may purchase off of GSA contract schedules.

<https://www.mass.gov/files/documents/2016/08/tz/nljul15.pdf>. M.G.L. c. 30B, §1(f) provides: "(f) This chapter shall be deemed to have been complied with on all purchases made from a vendor pursuant to a General Services Administration federal supply schedule that is available for use by governmental bodies." The relevant contract schedule, GS-35F-275AA, is available to cities and towns in Massachusetts.

Kofile is a responsible vendor, having been the successful, and in many cases, the only bidder in past Invitations for Bid solicited for similar document and book restoration efforts in Natick. Accordingly, we respectfully request that the Natick Board of Selectmen award a contract to Kofile, in the form of a purchase order and citing Kofile quote referring to GS-35F-275AA, for \$99,840.00

Funding:

Total \$100,000.00

00020288-58500 (\$19,044)

00020332-580130 (\$100,000)



Conservation Proposal
Natick, MA
November 2, 2018

	<u>Preservation</u>	<u>16mm film and scan to CD</u>	<u>Shipping</u>	<u>Totals</u>
<u>PHASE 1</u>				
Births 1979, Book 1	\$1,830.00	\$345.00	\$15.00	\$2,190.00
Births 1979, Book 2	1,850.00	350.00	15.00	2,215.00
Births 1980, Book 1	1,775.00	335.00	15.00	2,125.00
Births 1980, Book 2	1,860.00	350.00	15.00	2,225.00
Births 1981, Book 1	1,690.00	320.00	15.00	2,025.00
Births 1981, Book 2	1,655.00	310.00	15.00	1,980.00
Births 1982, Book 1	1,700.00	320.00	15.00	2,035.00
Births 1982, Book 2	1,700.00	320.00	15.00	2,035.00
Births 1983, Book 1	1,715.00	325.00	15.00	2,055.00
Births 1983, Book 2	1,755.00	330.00	15.00	2,100.00
Births 1984, Book 1	1,580.00	300.00	15.00	1,895.00
Births 1984, Book 2	1,550.00	295.00	15.00	1,860.00
Births 1985, Book 1	1,550.00	295.00	15.00	1,860.00
Births 1985, Book 2	1,550.00	295.00	15.00	1,860.00
Births 1986, Book 1	750.00	150.00	15.00	915.00
Births 1986, Book 2	800.00	155.00	15.00	970.00
Births 1986, Book 3	905.00	170.00	15.00	1,090.00
Births 1986, Book 4	805.00	155.00	15.00	975.00
Births 1987, Book 1	880.00	165.00	15.00	1,060.00
Births 1987, Book 2	995.00	170.00	15.00	1,180.00
Births 1987, Book 3	840.00	160.00	15.00	1,015.00
Births 1987, Book 4	900.00	170.00	15.00	1,085.00
Births 1988, Book 1	750.00	150.00	15.00	915.00
Births 1988, Book 2	750.00	150.00	15.00	915.00
Births 1988, Book 3	875.00	165.00	15.00	1,055.00
Births 1988, Book 4	825.00	155.00	15.00	995.00
Births 1989, Book 1	825.00	155.00	15.00	995.00
Births 1989, Book 2	1,285.00	245.00	15.00	1,545.00
Births 1989, Book 3	1,255.00	235.00	15.00	1,505.00
Births 1989, Book 4	1,065.00	200.00	15.00	1,280.00
Deaths 1968	1,635.00	310.00	15.00	1,960.00

Conservation Proposal
Natick, MA
November 2, 2018

	<u>Preservation</u>	<u>16mm film and scan to CD</u>	<u>Shipping</u>	<u>Totals</u>
<u>PHASE 1 – cont.</u>				
Deaths 1969	1,605.00	300.00	15.00	1,960.00
Deaths 1970	1,605.00	300.00	15.00	1,960.00
Deaths 1971	1,605.00	300.00	15.00	1,960.00
Deaths 1972	1,605.00	300.00	15.00	1,960.00
Deaths 1973	1,875.00	355.00	15.00	2,245.00
Deaths 1974	1,680.00	320.00	15.00	2,015.00
Deaths 1975	1,635.00	310.00	15.00	1,960.00
Deaths 1976	1,815.00	345.00	15.00	2,175.00
Deaths 1977	1,770.00	335.00	15.00	2,120.00
Deaths 1978	1,895.00	355.00	15.00	2,265.00
Deaths 1979	1,925.00	365.00	15.00	2,305.00
Deaths 1980	1,835.00	345.00	15.00	2,195.00
Deaths 1981	1,735.00	330.00	15.00	2,080.00
Deaths 1982	1,710.00	320.00	15.00	2,045.00
Deaths 1983	1,680.00	320.00	15.00	2,015.00
Deaths 1984	1,680.00	320.00	15.00	2,015.00
Deaths 1985	1,680.00	320.00	15.00	2,015.00
Deaths 1986	1,760.00	330.00	15.00	2,015.00
Deaths 1987	1,680.00	320.00	15.00	2,015.00
Deaths 1988	1,745.00	325.00	15.00	2,085.00
Deaths 1989	1,780.00	335.00	15.00	2,130.00
Marriages 1926-1928	1,530.00	245.00	15.00	1,790.00
Marriages 1929-1931	2,330.00	375.00	15.00	2,720.00
Marriages 1932-1934	1,950.00	315.00	15.00	2,280.00
Marriages 1975	1,390.00	265.00	15.00	1,670.00
Totals	\$83,400.00	\$15,600.00	\$840.00	\$99,840.00





**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The internet address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Federal Supply Schedule 070: General Purpose Commercial Information Technology Equipment, Software, and Services

CONTRACT NUMBER: GS-35F-275AA

CONTRACT PERIOD: April 1, 2013 - March 31, 2023

Price List Current through Modification PO-0009, dated March 21, 2018.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

CONTRACTOR: Kofile Technologies, Inc.
6300 Cedar Springs Rd.
Dallas, TX 75235-5809
Phone number: 214-351-4800
Fax number: 214-442-6669
Email: Susanna.Records@kofile.us

CONTRACTOR'S ADMINISTRATION SOURCE: Kofile Technologies, Inc.
6300 Cedar Springs Rd.
Dallas, TX 75236-5809
Phone number: 214-351-4800
Fax number: 214-442-6669
Email: Susanna.Records@kofile.us

BUSINESS SIZE: Other than small.

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBER (SIN)

SIN	DESCRIPTION
132-51	Information Technology Professional Services

1b. HOURLY RATES: N/A

2. MAXIMUM ORDER*:

132-51 \$500,000 per order per SIN

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contract the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$600.00

4. **GEOGRAPHIC COVERAGE:** 48 States, D.C.
5. **POINT(S) OF PRODUCTION:** Dallas, TX
6. **DISCOUNT FROM LIST PRICES:** All prices included here-in are NET. Discounts have been deducted.
7. **QUANTITY DISCOUNT(S):** None
8. **PROMPT PAYMENT TERMS:** Net 30 Days
- 9a. **GOVERNMENT PURCHASE CARDS MUST BE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD.**
- 9b. **GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.**
10. **FOREIGN ITEMS:** No
- 11a. **TIME OF DELIVERY:** 60 Days after receipt of order
- 11b. **EXPEDITED DELIVERY:** Contact Contractor
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact the Contractor for rates.
- 11d. **URGENT REQUIREMENTS:** Agencies can contact the Contractor's representative to effect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. **FOB POINT:** Destination
- 13a. **ORDERING ADDRESS:** 6300 Cedar Springs Rd., Dallas, TX 75235-5809
- 13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (PBA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
14. **PAYMENT ADDRESS:** 6300 Cedar Springs Rd., Dallas, TX 75235-5809
15. **WARRANTY PROVISION:** N/A
16. **EXPORT PACING CHARGES:** N/A
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CHARD ACCEPTANCE:** (any thresholds above the micro-purchase level)
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LIST AND ANY DISCOUNTS FROM THE LIST PRICES (IF APPLICABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g., recycled content, energy**

efficiency, and/or reduced pollutants): None

24b. SECTION 508 COMPLIANCE FOR EIT: N/A

25. DUNS NUMBERS: 07-829-6441

26. KOFILTE TECHNOLOGIES, INC., is registered in the System for Award Management (SAM) database.

EXPERIENCE/EDUCATION SUBSTITUTIONS

2 Years Experience	Equals	AA Degree
2 Years Experience + AA Degree	Equals	BS Degree
4 Years Experience	Equals	BS Degree
3 Years Experience + BS	Equals	Masters Degree
7 Years Experience	Equals	Masters Degree
4 Years Experience + MS	Equals	PhD

Commercial Job Title: CUSTOMER SUPPORT SPECIALIST/BUSINESS HOURS

Minimum/General Experience: Two years of related experience.

Functional Responsibility: Responsible for tracking and responding to customer support issues. Familiar with call tracking software. Good customer interface skills. Detail oriented and good at follow ups. Thorough knowledge of supported applications. Technical and functional understanding of networks, databases, client and server hardware and operating systems, and application software.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: CUSTOMER SUPPORT SPECIALIST/OFF HOURS

Minimum/General Experience: Two years of related experience.

Functional Responsibility: Responsible for tracking and responding to customer support issues. Familiar with call tracking software. Good customer interface skills. Detail oriented and good at follow ups. Thorough knowledge of supported applications. Technical and functional understanding of networks, databases, client and server hardware and operating systems, and application software.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: CERTIFIED DIGITAL IMAGING ARCHITECT (CDIA+)

Minimum/General Experience: Two years of related experience.

Functional Responsibility: Expertise in the technologies and best practices used to plan, design, and implement a document imaging management solution. Competency in document imaging, document management, and enterprise content management. Ability to develop a system for scanning, storing, and retrieving digital versions of documents.

Minimum Education: Bachelor's Degree or equivalent. CDIA Certification.
Commercial Job Title: DATABASE ADMINISTRATOR (DBA)
Minimum/General Experience: Two years of relevant experience.
Functional Responsibility: Provides database support, optimization, backup and recovery, and troubleshooting for customer engagements. Fully trained and certified for databases such as Microsoft SQL Serve or Oracle.
Minimum Education: Bachelor's Degree or equivalent. Database Certification.
Commercial Job Title: GRAPHIC ARTIST I
Minimum/General Experience: One year of related experience.
Functional Responsibility: Provides computer graphics by work on a graphic console. This includes, but is not limited to, timely and effective color processing of computer graphics with a reversal film processor. Supports the proper preventive maintenance for all the computer graphic facility hardware.
Minimum Education: High school diploma or equivalent.
Commercial Job Title: GRAPHIC ARTIST II
Minimum/General Experience: Two years of related experience.
Functional Responsibility: Provides computer graphics by work on a graphic console. This includes, but is not limited to, timely and effective color processing of computer graphics with a reversal film processor. Supports the proper preventive maintenance for all the computer graphic facility hardware. Effectively interprets information in graphic form to meet the communications requirements of administrators, managers, or other technical personnel. Executes graphics assignments using a variety of media in a production environment.
Minimum Education: Associate's Degree or equivalent.
Commercial Job Title: INFORMATION ASSURANCE ENGINEER I
Minimum/General Experience: One year of related experience.
Functional Responsibility: Utilizes specialized knowledge to conduct quality assurance tests, repairs, calibrations, and inspections. Performs preventive maintenance checks on digital content, data, and content management systems.
Minimum Education: High school diploma or equivalent.
Commercial Job Title: INFORMATION ASSURANCE ENGINEER II
Minimum/General Experience: Two years of related experience.
Functional Responsibility: Utilizes specialized knowledge to conduct quality assurance tests, repairs, calibrations, and inspections. Performs preventive maintenance checks on digital content, data, and content management systems.
Minimum Education: High school diploma or equivalent.
Commercial Job Title: PROJECT ARCHITECT
Minimum/General Experience: Five years of related experience. Seen by peers as an expert in domain field.
Functional Responsibility: System architect for complex solutions. Solutions involve combination of hardware, software, networks, storage, and business processes. Designs custom solutions. Provides reports, documentation, and analysis to customers and business partners. Extraordinary degree of domain experience and knowledge.
Minimum Education: Bachelor's Degree or equivalent. Domain certifications in related technology or business field.
Commercial Job Title: PROJECT MANAGER
Minimum/General Experience: Minimum five years of related experience.

Functional Responsibility: Manages projects and programs. Serves as the primary customer interface. Produces status reports, customer briefings, reports, schedules, and cost estimates. Provides contractual input and tracking.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: SOFTWARE PROGRAMMER

Minimum/General Experience: Four years of related experience.

Functional Responsibility: This position requires computer programming, analyses, and design knowledge of various degrees, as well as designing software and implementing databases. Possesses and applies broad knowledge of concepts practices and procedures. Able to write specifications, work statements, and proposals. Designs and develops documentation of data requirements. Provides methodologies for evaluating moderately complex tasks. Designs system to meet objectives. Broad assignments allow for considerable latitude to determine appropriate methods of completing assignments.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: SYSTEM CONSULTANT

Minimum/General Experience: Three years of related experience.

Functional Responsibility: Applies strong business skills and consulting methodologies to collect and analyze data. Responsible for leading the design, development, and implementation of solutions architecture at a high level to meet the user's business needs. Exhibits a deep understanding of the industry and a broad knowledge of all service offerings within a practice area.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: TECHNICAL WRITER

Minimum/General Experience: Two years of related experience. Superior writing skills and knowledge of grammar and word processing tools.

Functional Responsibility: Proficient in writing technical documents. Develops documentation for customer engagements. Prepares proposals, user guides, administrator guides, and technical guides. Possesses expertise in as-built documentation, specifications, and functional and technical requirement documents.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: TRAINER

Minimum/General Experience: Two years of related experience.

Functional Responsibility: Provides customer training. Prepares training materials such as training guides, presentations, audio-video media, and computer-based course materials. Prepares any necessary course syllabi and agendas.

Minimum Education: Bachelor's Degree or equivalent.

PART NO.	ITEM	UNIT	PRICE
TECHNICAL CONSULTING SERVICES			
TCS001	Customer Support Specialist/Off Hours	Per Hour	\$208.84
TCS002	Customer Support Specialist/Business Hours	Per Hour	\$167.16
TCS003	Certified Digital Imaging Architect	Per Hour	\$174.03
TCS004	Database Administrator (DBA)	Per Hour	\$183.97
TCS005	Graphic Artist I	Per Hour	\$66.30
TCS006	Graphic Artist II	Per Hour	\$75.77

TCS007	Information Assurance Engineer I	Per Hour	\$66.30
TCS008	Information Assurance Engineer II	Per Hour	\$75.77
TCS009	Project Architect	Per Hour	\$183.97
TCS010	Project Manager	Per Hour	\$183.97
TCS011	Software Programmer	Per Hour	\$208.84
TCS012	System Consultant	Per Hour	\$157.12
TCS013	Technical Writer	Per Hour	\$125.30
TCS014	Trainer	Per Hour	\$157.12



SCOPE OF WORK – BOOKS AND DOCUMENTS

1. Maintain an INFORMATION LOG for each volume noting the following:

- Condition of document upon receipt
- # pages and proper pagination, blank pages
- Presence of pressure sensitive material
- Presence of previous repairs
- Presence of staples, paper clips, brads, etc.
- Presence of acidic glues
- Identity of certificates/records (manuscript, Photostat, originally typed, etc.)
- Notation of original lettering on spine and covers
- Loose pages or attachments
- Special characteristics
- Any other information pertinent to the identification of the volume

This is the standard log used for all books and documents treated at Kofile. On it are recorded original condition, pagination, pressure sensitive repairs and other previous repairs, presence of staples, paper clips, etc, acidic glues, identity of certificates, original lettering on spine, loose pages or attachments and any other special characteristics and pertinent information. This log follows the book through the treatment process and is used in the final quality check. It is held as a permanent record of treatment.

2. DISMANTLE BINDINGS completely, following accepted archival restoration guidelines.

Extreme care must be taken not to cut the spine and folds of the section off the backs of the documents; therefore, cutting or chopping is not acceptable. The text block must be well cleaned and carefully disassembled.

- Remove all original binding materials and adhesive residues.
- Remove staples, paper clips, brads, etc.
- Remove pressure sensitive tape and old glue.
- Remove any sheets that are blank on both sides

For books to be Archival Grade Polyester encapsulated, manually separate folios into single sheets.

3. SURFACE DRY CLEAN all paper as necessary and prudent by accepted archival methods.

4. REPAIR/RESTORE

Mend/Reinforce

- Mend and guard paper tears. Mending tissue to be lightweight, closely matched in color and flexibility, eliminating formation of a breaking point in the sheet (Gampi or proven equal for tear repairs, Koso, Sekishu or proven equal for guarding). Adhesive for all tear repairs and guarding of folios to be ethyl cellulose paste or proven equal.
- Sufficient press time to be allowed after mending to ensure paper will not cockle and that text block lies flat with no external pressure.
- Reinforce weak or tattered sheets to maintain mechanical integrity of document.
- Repair or replace index tabs as necessary.

Trim/Flatten

- Any sheets needing trimming must be neatly hand-trimmed to consistent size for uniformity and appearance.
- Flatten sheets as necessary.

DEACIDIFICATION

Deacidification and buffering are performed with a custom-built spray exhaust booth using Bookkeeper® (magnesium oxide spray). Bookkeeper® spray is far more benign in its effects on the environment and worker safety than other deacidification products that have been available. The minimal acceptable application of this material is to one side of the sheet of paper. In all cases, it is the practice of Kofile to spray both sides of the sheet to insure complete buffering of the paper. The final pH of paper treated with magnesium oxide is in the range of 8 with an alkaline reserve of 2-4%. Images will be tested prior to treatment to determine compatibility of image media with the process.

5. RE-SEW/REBIND**Encapsulated Records**

- Encapsulate sheets where necessary utilizing Archival Grade polyester envelopes 3 mil (or other appropriate mil thickness).
- Envelopes to be of uniform size with welded seals.
- Envelopes to be placed in Enduro public record binder with piano hinge.
- Loose leaf volumes to be in binders as follows:
 - Cover material of customer's choice
 - Metals of .035 gauge polished nickel plated cold-rolled steel
 - Upright post diameter as necessary – 5/16 or as original
 - Tooling to be performed with 23 karat gold foil.

Rebound Records

- Binding style can be “case construction” with reinforcement in the end papers, cover to text attachment and cover construction. Any re-sewing should follow existing sewing stations and include sewn-in end papers.
- Sewing to be done by hand or Smythe-sewn, with sewing thread thickness evaluated and selected for each volume. Sewing thread to be chosen from unbleached linen stock or proven equal. Tapes to be linen or cotton.
- Backing material to be linen of 50-75 threads/square inch weight.
- End sheets to be chosen from a stock of strong, durable alkaline machine-made paper such as 80 lb. text Mohawk Super Fine Ivory or 100 lb. text weight Mohawk Super Fine Soft White or proven equal.
- Hinge to be of Library Buckram or proven equal and must open with no strain on text block.
- Boards to be of acid-free binders board of the best quality available and must be of sufficient thickness to preclude sagging or warping due to moisture or use.
- Cover material to be leather, imitation leather, buckram or canvas.
- Tooling to be performed with 23-karat gold foil.



6. **TITLE STAMPING** will generally follow the same format/style of originals and/or previous restored volumes.
7. **TREATMENT REPORT**, referenced to information log, to be provided for each completed volume.
8. **All restoration WILL BE COMPLETED WITHIN A PERIOD OF APPROXIMATELY 12-14 WEEKS**, beginning on the date of receipt of each item.
9. **All procedures to be performed are in accordance with generally accepted standards of conservation and restoration practice.** Alterations, changes or insertions of any new material in any record is strictly forbidden.



ITEM TITLE: Nick Rossi, Mass Audubon: Request for Conservation Restriction Amendment: 155 Glen Street

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request for Approval of Conservation Restriction Amendment-N. Rossi	12/13/2018	Cover Memo
Conservation Restriction	12/12/2018	Cover Memo
Amendment to Conservation Restriction	12/12/2018	Cover Memo
Plan of Land	12/12/2018	Cover Memo
Supplemental Information-V. Parsons	12/12/2018	Cover Memo



December 12, 2018

Board of Selectmen
Natick Town Hall, 2nd Floor
13 East Central Street
Natick MA, 01760

Members of the Board of Selectmen,

This memo is with regards to a Conservation Restriction (CR) Amendment affecting land located at 155 Glen Street, Natick, MA. This property is owned by the Hunnewell family. Mass Audubon and the Hunnewell family have worked in partnership to produce this document.

Purpose of the CR Amendment

The Hunnewell family is seeking to extinguish the right that exists in their existing CR to build 3-5 houses on their land. Mass Audubon is very supportive of this change, which will be accomplished by expanding the area of their existing CR. Other changes outlined in this document are primarily to remove or restate unclear or no longer applicable language in the existing/original CR.

Benefits to the Community

By preventing the development of more houses on this land, we seek to preserve the scenic and natural characteristics of the currently protected land.

Moreover, the added conservation resulting from this CR Amendment will help to preserve the natural integrity of the neighboring Broadmoor Wildlife Sanctuary.

This wildlife sanctuary is a popular regional destination for hiking and nature study, and brings thousands of visitors annually to Natick. These visitors collectively contribute considerable funds to the local economy through their purchases of food, fuel, and other items. Those funds in turn have a multiplier effect through wages and resultant additional purchases. A beautiful and vibrant Broadmoor Wildlife Sanctuary also enhances nearby residential property values, while in comparison demanding relatively little in the form of costly community services.

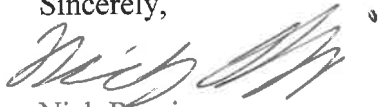
Action Requested

Per Massachusetts General Law Section 32 Chapter 184, all Conservation Restrictions and Amendments require endorsement by the Board of Selectman (or City Council, as applicable) as well by the Secretary of the Massachusetts Executive Office of Energy and Environmental Affairs (Matthew Beaton). Secretary Beaton has already reviewed and approved this document – we ask you to now do the same.

Given the current circumstances, it is critically important that this land transaction can be closed by the end of calendar year 2018.

Mass Audubon and the Hunnewell family greatly appreciate your time and consideration on this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Nick Rossi', with a stylized flourish at the end.

Nick Rossi

Conservation Restriction Stewardship Specialist

nrossi@massaudubon.org

781-259-2156

CONSERVATION RESTRICTION

I, ARNOLD W. HUNNEWELL, of 155 Glen Street, South Natick, Massachusetts 01760, (hereinafter with my successors and assigns called the "Grantor"), acting pursuant to Sections 31 et seq., of Chapter 184 of the Massachusetts General Laws and otherwise by law, for no ^{nominal} consideration, grant to MASSACHUSETTS AUDUBON SOCIETY, INC., a charitable organization having its principal place of business on South Great Road, Lincoln, Massachusetts 01773, (hereinafter with its successors and assigns called the "Grantee") in perpetuity and exclusively for conservation purposes, a Conservation Restriction, hereinafter called the "Restriction", having the terms and conditions set forth below, on a parcel of land in Natick, Massachusetts, consisting of approximately 36 acres as set forth in Exhibit A attached hereto, herein called "the Premises".

A) Purposes:

The Premises, comprised of about 36 acres, contain outstanding and unique qualities, the protection of which in their predominantly natural, open and scenic state will be of significant benefit to the public. These qualities include:

1. The Premises are situated over the Charles River aquifers.
2. The Premises are in close proximity to the Charles River and are visible from that portion of Audubon's Broadmoor Sanctuary on the opposite or northwesterly side of the River consisting of about 572 acres.

MARGINAL REFERENCE REQUESTED

BOOK 13084 PAGE 4

MSD 12/30/91 12:29:47 468 52.00

1008
21642
PAGE 105

3. The Premises abut that portion of the Broadmoor Wildlife Sanctuary, owned by the Grantee, on the northeasterly side of the River, consisting of about 36 acres additional acres of protected land. This 36-acre area was transferred by me to the Grantee in 1978. In addition, a 18.8-acre parcel on the northeasterly side of the River was conservationally restricted by me in favor of the Grantee also in 1978. Thus a total of about 54.8 acres were added to the Sanctuary in 1978 for the protection of the River and the wildlife habitat. This Restriction on the Premises, abutting the 54.8-acre area, continues the perpetual protection of the scenic woodlands, wetlands, pastures and open fields as a natural habitat for wildlife and plants from the Charles River to Glen Street, South Natick, a public way abutting the Premises and have been given high priority for conservation of woodlands, wetlands and open space in a long range plan of the Grantee, issued in 1984.

4. The Premises are presently in their open and scenic condition as viewed from not only from the River and the Sanctuary but also from Glen Street and need be so retained in order to prevent further development on this last portion of undeveloped land on Glen Street abutting the Premises.

5. The Premises contain important archeological remains included in remnants of Indian cellars, some of which are marked by granite monuments placed by the Natick Historical Society. The Premises, historically known as the Indian farm, are thought to be the last hold of the Indian tribes upon their possession in

this neighborhood. By the mid 1850's the land passed out of their possession and was acquired by my great-grandfather.

B) Prohibited Acts and Uses; Reserved Rights and Exceptions

1. Prohibited Acts and Uses. In order to carry out the purposes set forth above, and subject to the exceptions set forth below in subparagraphs 2 and 3 of this Paragraph B, the Grantor will not perform or permit the following acts or uses on the Premises:

- a) Construction or placing of any building, tennis court, landing strip, mobile home, swimming pool, road, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or temporary or permanent structure or facility on, above or below the Premises;
- b) Placing, filling, storing or dumping soil, loam, gravel, refuse, rubbish, trash, vehicle bodies or parts or other unsightly or offensive substance or installation of underground storage tanks;
- c) Mining, excavation, dredging or removing loam, peat, sand, gravel, soil, rock or other mineral substance except as necessary for proper drainage or soil conservation and then only in a manner which does not detract from the purposes of this Restriction;
- d) Activities detrimental to drainage, flood control, water or soil conservation, water quality or erosion control;
- e) Cutting, removing or otherwise destroying trees, grasses, shrubs or other vegetation;

- f) Any commercial or industrial activity or any institutional use inconsistent with the purposes of the Restriction;
- g) Use of automobiles, trucks, motorcycles, off-road vehicles or other such vehicles except such as may be reasonably required to keep the existing wood roads open for fire control purposes, emergency vehicles and farm vehicles used for the purposes herein permitted by this Restriction;
- h) Commercial camping, fishing or trapping;
- i) Any activity which will alter or destroy any archaeological resources;
- j) Any other acts or uses which would materially impair significant conservation interests unless necessary for the protection of the conservation interests that are the subject of this Restriction.

2. Reserved Rights. The following acts and uses, otherwise prohibited by Paragraph B (1) above, are reserved to the Grantor, provided, however, that they are not detrimental to or inconsistent with the purposes of this Restriction:

- a) Maintenance, repair, construction, expansion of existing water lines and electrical utilities and septic systems, appurtenant to the buildings in Area A as shown on the plan referred to in Exhibit A (hereafter called the "Plan"), and replacement of the same in substantially the same location as they are now, insofar as practicable, and if not, in such other locations as is practicable without detracting,

however, from the values this Restriction is intended to protect;

b) Construction of a driveway on the Premises from Glen Street, abutting, or as close as possible to the south-westerly boundary of Area B in order to avoid the stable as shown on the Plan, as an alternative access to Area A;

c) Maintenance, repair and renovation of the stable and shed, as shown on the Plan, for livestock and storage for hay, grain and the like (including the removal of the one or both) together with installation of electrical utilities and water lines without detracting, however, from the values this Restriction is intended to protect;

d) Construction of driveways, underground conduits and utility lines, septic systems, sewer lines and other facilities on the Premises as may be necessary to support development of single-family house lots in Area B, including appurtenant structures commonly associated with residences in the neighborhood of the Premises, and access thereto from Glen Street to Area B, but their design and location must respect the values this Restriction is intended to protect and require the prior approval of the Grantee which approval shall not be unreasonably withheld;

- e) Temporary structures for the enjoyment of children such as play houses and tree houses;
- f) The cultivation and harvesting of crops, flowers and hay or alfalfa, planting of trees, shrubs and flowers and the mowing of grass, grazing of livestock, and the installation and maintenance of appropriate fences necessary in connection therewith and not otherwise inconsistent with the purposes of the Restriction;
- g) The cutting of trees, removal of shrubs and brush on each side of the fences referred to in clause f) above in order to maintain the fences as secure livestock enclosures, and the selective clearance of trees, shrubs and brush in order to provide a view of the pond, as shown on said Plan, from the main residence, provided such acts, in the reasonable opinion of the Grantee, are not inconsistent with the purposes of this Restriction, and provided that prior approval of the Grantee is obtained;
- h) The use of vehicles incident to farming, such as tractors, balers, spreaders and planters including two-wheeled vehicles for the purposes of patrolling the Premises;
- i) The cutting of trees, removal of shrubs and brush for the purposes of maintaining the wooded areas of the Premises in furtherance of good forestry practices and in accordance with such Massachusetts forestry

conservation regulations as may be promulgated from time to time;

j) Horseback riding conducted by the owner of the Premises and by a hunt club, such as the Norfolk Hunt Club, provided that such a hunt is not conducted more than three times a year, and provided prior written notice thereof by such a Club is given the Grantee and the Grantee approves the same;

k) Maintenance of existing wood roads and trails substantially in their present condition and to maintain the wooded areas of the Premises for walking, nature study and conservation education;

l) Access by competent and reputable archaeologists in order to locate, examine and analyze sites of Indian cellars located within the Premises and to locate any others that may exist thereon, and also to make or cause to be made such digs as may be necessary for the purpose of locating artifacts or other traces or evidence of Indian life, all such activity to be consistent with such regulations, set forth in the Code of Massachusetts Regulations, 950 CMR 70, and as amended from time to time, governing the same. To such end archaeologists and their agents shall be allowed to move, remove and sift soil, make excavations and cut trees, shrubs and other vegetation as may be necessary for such work. The Grantor agrees to notify the

Grantee prior to the commencement of any such activity and shall mark or cause to be marked any and all sites in a suitable manner. The Grantor shall use his best efforts to see that all such work is done in such manner as to minimize damage to the natural scenic condition of the Premises, and further, to the extent possible, that such sites are restored to their presently existing condition. The Grantor further reserves the right to create a preservation restriction, as defined in Chapter 184, Section 31 et seq., of the General Laws with respect to any and all such sites, with suitable markers or signs, or otherwise preserve the same if he wishes so to do, and the Grantee agrees to cooperate on furtherance of such objective.

m) Any other acts or uses that are not herein prohibited.

3. Exceptions Pertaining to the Development of Two Single Family Residences - Building Envelopes. In order to facilitate the development allowed within the Building Envelopes which are not within the Premises and which are described in Exhibit A:

a) The Premises may be divided into no more than two lots, each of which shall contain a Building Envelope as is more fully described in Exhibit A. No more than one single family dwelling unit may be built on any Building Envelope together with garage for the storage

of private motor vehicles and such out-buildings and other structures as are convenient to the use of the land comprising such Building Envelope and are customarily used in connection with single-family dwelling houses in the Town of Natick and in the neighborhood of the Premises;

b) The acts and uses described in the above clause a) shall be permitted to the minimal extent necessary to permit such development within the Building Envelopes, and therefore driveways, paths, roadways, walks, underground conduits and utility lines, septic systems, sewer lines and other facilities may be constructed on, above or below the Premises, but their design and location must respect the values this Restriction is intended to protect.

c) Notwithstanding the provisions of clauses a) and b) above in this subparagraph 3, the Building Envelopes may be reconfigured or modified slightly to take into account changes in topography, soil and sub-soil conditions, zoning and building regulations and by-laws of the Town of Natick provided the same meet with the approval of the Grantee which approval shall not be unreasonably withheld.

C) Legal Remedies of the Grantee:

The rights hereby granted shall include the right of the Grantee to enforce this Restriction by appropriate legal

proceedings and to obtain injunctive and other equitable relief against violations, including without limitation relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not in lieu of, any other rights and remedies available to the Grantee. By its acceptance hereof, the Grantee does not undertake any liability or obligations relating to the condition of the Premises. If any provision of this Restriction shall to any extent be held invalid, the remainder shall not be affected.

D) Access by the Grantee:

The Grantee through its designated officers and employees shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purposes of inspecting the Premises, determining compliance with the terms of this Restriction and preventing, abating and remedying any violations thereof. Any forbearance of the Grantee to exercise rights under this Restriction shall not be construed to be a waiver of any such rights. Except as above stated no other rights to enter the Premises are granted to the public or to any other person except members of the Conservation Commission of the Town of Natick at reasonable hours and in a reasonable manner for the purposes of inspecting the Premises and reporting any violations of the Restriction to the Grantee for correction.

E) Extinguishment; Distribution of Proceeds:

The parties hereto agree that the donation of this Restriction gives rise for the purposes of this paragraph to a property right, immediately vested in the Grantee, with a fair market value determined by multiplying the current fair market value of the Premises unencumbered by this Restriction (less any increase in value attributable to improvements made after the date of this gift) by the ratio of the value of this Restriction at the time of this gift to the value of the Premises, without deduction from the value of this Restriction, at the time of this gift. Such proportionate value of the Grantee's property right shall remain constant. If any change of the condition ever gives rise to extinguishment or other release of the Restriction under applicable law, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, subject however, to any applicable law which expressly provides for a different disposition of the proceeds. Whenever any part or all of the Premises or any interest therein are taken by eminent domain, or if any part or all of this Restriction is otherwise extinguished by act of public authority, then the parties hereto shall cooperate in recovering the full value of all direct and consequential damages resulting therefrom. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in

shares equal to such proportionate value. Any net proceeds in the hands of the Grantee shall be used in a manner consistent with the conservation purposes of this grant.

F) Assignability; Binding Effect:

The burdens of this Restriction shall run with the Premises in perpetuity, and shall be binding against the Grantor and his successors in title to the Premises or any portion thereof. The Grantee is authorized to record any notices or instruments appropriate to insuring the perpetual enforceability of this Restriction, and the Grantor hereby appoints the Grantee as his attorney-in-fact to execute, acknowledge and deliver any such instruments on his behalf. The benefits of this Restriction shall be in gross and shall not be assignable by the Grantee except that if the Grantee is unable to continue to hold this Restriction in accordance with its terms, this Restriction shall be assignable to any other non-profit organization whose purposes include conservation of natural areas provided that (1) as a condition of any assignment, the Grantee require that the purpose of this Restriction continue to be carried out, and (2) the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Restriction directly.

G) Estoppel Certificate:

Upon request by the Grantor the Grantee shall within sixty days thereof execute and deliver to the Grantor any document,

including any estoppel certificate, which certifies to the knowledge and belief of the Grantee as to the Grantor's state of compliance with any obligation of the Grantor contained in this Restriction and which otherwise evidences the status of this Restriction.

H) Restriction on Division of Area A:

The Grantor agrees that until the date neither the Grantor nor his wife, Rosalind L. Hunnewell, own Area A, no buildings or other structures shall be constructed, placed or allowed to remain on Area A other than one single-family dwelling house together with a garage for the storage of private automobiles and such out-buildings as are customarily used in connection with single-family dwelling houses in the Town of Natick.

I) EFFECTIVE DATE:

This Restriction shall become effective upon duly recording this instrument in the Middlesex Registry of Deeds, and after all required administrative approvals have been obtained.

Executed this 6th day of December, 1991.

Arnold W. Hunnewell
Arnold W. Hunnewell

Commonwealth of Massachusetts

Suffolk, ss.

December 6, 1991

Then personally appeared the above-named Arnold W. Hunnewell and acknowledged the foregoing instrument to be his free act and deed, before me,

Ellen J. Connolly
Notary Public

My commission expires: October 5, 1995

EXHIBIT A

The Premises consist of a parcel of land in Natick, Middlesex County, Massachusetts, shown as "Conservation Restricted Land", and are also marked with the letter "R", on a plan entitled "Plan of Land in Natick, Mass. showing conservation restriction", drawn by Cheney Engineering Co., Inc., dated December 5, 1991, containing 36.02 acres more or less. Building Envelopes C and D, containing .44 and .47 acres respectively, are not included in the Premises. For title reference, see deed to the Grantor recorded in South Middlesex Registry of Deeds, Book 13084, Page 4.

ACCEPTANCE OF GRANT BY

MASSACHUSETTS AUDUBON SOCIETY Inc.

The terms of the above Conservation Restriction are accepted
this 9th day of December, 1991.

Massachusetts Audubon Society IncBy: BANCROFT R. POOR

Bancroft R. Poor
thereunto duly authorized

Commonwealth of Massachusetts

Middlesex ss.

Asst. Treasurer

, 1991

Then personally appeared the above-named ~~Trustee~~ of
Massachusetts Audubon Society and acknowledged the foregoing
instrument to be ~~the~~ free act and deed, before me,

Clare R. Murphy
Notary Public

My commission expires:

MY COMMISSION EXPIRES FEBRUARY 28, 1997

CERTIFICATE OF APPROVAL BY THE

NATICK BOARD OF SELECTMAN

I hereby certify that I am the Secretary of the Board of
Selectman of the Town of Natick and that said Board has duly
approved the foregoing Conservation Restriction as being in the
public interest at a meeting duly convened and held on

December 16, 1991.

John D. Moran
Secretary of The Board of Selectman
of The Town of Natick

APPROVAL BY THE
SECRETARY OF ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts hereby certifies that the foregoing Conservation Restriction has been approved as being in the public interest pursuant to G.L. Ch. 184, Sec. 32.

Dated:

December 26, 1991

Thomas P. McKane

Acting

Secretary of Environmental Affairs

GRANTOR: Indian Farm Trust
GRANTEE: The Massachusetts Audubon Society, Inc.
ADDRESS OF PREMISES: 155 Glen Street, Natick, MA
FOR GRANTOR'S TITLE SEE: Middlesex County
South District Registry of Deeds at Book 25007,
Page 216.

AMENDMENT TO CONSERVATION RESTRICTION

I, Arnold W. Hunnewell Jr., being the sole Trustee of the **Indian Farm Trust** u/t/d November 20, 1994, which is recorded at the Middlesex County South District Registry of Deeds at Book 25007 Page 209, which Indian Farm Trust constitutes the sole owner, for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to **The Massachusetts Audubon Society, Inc.**, a Massachusetts nonprofit corporation and a "qualified organization" as defined in Section 170(h) of the Internal Revenue Code, with an address of 208 South Great Road, Lincoln, MA 01773, for itself, its successors, and permitted assigns ("Grantee"), for nominal consideration, in perpetuity and exclusively for conservation purposes, the following Amendment to Conservation Restriction (hereinafter, the "Amendment"), which Amendment amends that certain Conservation Restriction dated December 6, 1991 recorded in the Middlesex County South District Registry of Deeds at Book 21642, Page 106 (hereinafter the "Conservation Restriction") for the purposes of imposing the Conservation Restriction on additional parcels of land, and amending certain language within the Conservation Restriction to further protect its Conservation Values as described in Section A of that document. The land subject to the Conservation Restriction is referred to as the Premises. The additional land added to the Premises is described in Exhibit A and shown in the attached sketch plans in Exhibit B and Exhibit C, all of which are incorporated herein and attached hereto.

WHEREAS:

The primary purpose of this Amendment is to remove future development opportunities in Area B, Building Envelope C, and Building Envelope D, and further, to add these parcels to the Premises subject to the Conservation Restriction and update the description of the Premises to reflect these changes; and

WHEREAS:

The secondary purpose of this Amendment is to modify language in the Conservation Restriction to enhance the protection of the Conservation Values.

NOW THEREFORE, the Grantor and Grantee agree to amend the Conservation Restriction as follows:

I. Amendments to Conservation Restriction

All terms and provisions of the Conservation Restriction remain in full force and effect except as amended hereby, and no change to any terms of the Conservation Restriction, other than as set forth herein, is intended.

- a) The following paragraph is added to Section A following Section A.5: Changes to the original Conservation Values of the Conservation Restriction are described in a Baseline Documentation Report Supplement (“Baseline Supplement”) prepared by Grantee with the cooperation and agreement of the Grantor. The Baseline Supplement consists of maps, photographs, and other documents and is in the Grantee’s file. Said Baseline Supplement is meant to serve as an addition to, but not a replacement of, the original Baseline Documentation Report. A copy of the Baseline Supplement shall also be provided to the Grantor. The Baseline Supplement (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Amendment to Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended to serve as an objective information baseline for future monitoring of compliance with the terms of this Amendment. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Supplement, should the Baseline Supplement be unavailable or if it does not adequately address the issues presented.
- b) Paragraph b in Section B.2 is deleted in its entirety and replaced with the following: The right of access along the existing driveway from Glen Street to the residence located in Area A, together with the right to maintain and repave the existing driveway in its present condition and in its present location as shown in Exhibit C and documented in the Baseline Supplement. Any relocation or expansion of said driveway must be approved in writing by the Grantee prior to work commencing.
- c) Paragraph d in Section B.2 is deleted in its entirety and replaced with the following: The right to maintain, modify, demolish, and rebuild the “dollhouse”, which is a playhouse for children located in Area B, within its existing footprint as documented in the Baseline Supplement, together with the right to maintain, repair, and construct water lines solely for the purposes of servicing this structure.
- d) Paragraph g in Section B.2 is deleted in its entirety and replaced with the following: The cutting of trees, and removal of shrubs and brush on each side of the existing pasture (which existing pasture is shown in the Baseline Supplement) in order to maintain the fences as secure livestock enclosures; and the selective clearance of trees, shrubs, and brush in order to provide and maintain a view of the pond, as shown on said Plan, from the main residence in Area A, provided such acts, in the reasonable

opinion of the Grantee, are not inconsistent with the purposes of this Conservation Restriction, and provided that prior approval of the Grantee is obtained.

- e) Section B.3 is deleted in its entirety.
- f) Section E) “Extinguishment; Distribution of Proceeds” is deleted in its entirety replaced with the following: If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction determined at the time of the gift bears to the value of the unrestricted property. Such proportionate value of the Grantee’s property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant

- g) Section H is deleted in its entirety
- h) Exhibit A of the Conservation Restriction is hereby deleted in its entirety and replaced with Exhibit A of this Amendment. Any references to the “Plan” in the Conservation Restriction shall refer to the plan referenced in Exhibit A attached hereto to this Amendment. Any references to the “Premises” in the Conservation Restriction shall

now refer to the Premises as described in Exhibit A attached hereto to this Amendment.

II. Additions to Conservation Restriction Acreage

The Grantor and Grantee further agree to impose the Conservation Restriction, as amended by this Amendment, on three (3) additional parcels totaling 5.01 acres located off of Glen Street in the Town of Natick, MA, which are more particularly described as “Area B”, “Building Envelope C”, and “Building Envelope D” in Exhibits A, B, and C attached hereto.

Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval by Select Board

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Survey Plan of Premises

Exhibit C: Sketch Plan of Additions to Conservation Restriction

WITNESS my hand and seal this ____ day of _____, 2018,

Arnold W. Hunnewell, Jr., Trustee
Indian Farm Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

This Amendment to Conservation Restriction from Arnold W. Hunnewell, Jr., as the sole Trustee of the Indian Farm Trust was accepted by The Massachusetts Audubon Society, Inc. this _____ day of _____, 2018.

By: _____

Name: Gary Clayton

Title: Its President, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

APPROVAL OF TOWN OF NATICK BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Natick, hereby certify that at a public meeting duly held on _____, 2018, the Board voted to approve the foregoing Amendment to Conservation Restriction from Arnold W. Hunnewell, Jr., as the sole Trustee of the Indian Farm Trust, to The Massachusetts Audubon Society, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

NATICK BOARD OF SELECTMEN:

Amy K. Mistrot, Chair

Susan G. Salamoff, Vice Chair

Michael J. Hickey, Jr.

Richard P. Jennett, Jr.

Jonathan Freedman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Amendment to Conservation Restriction from the Arnold W. Hunnewell, Jr., as the sole Trustee of the Indian Farm Trust, to The Massachusetts Audubon Society, Inc. has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2018

MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

The land subject to the Conservation Restriction described herein, as amended by this Amendment, which land is referred to as the Premises is comprised of a portion of a parcel of land in Natick, Middlesex County, Massachusetts shown as “Conservation Restricted Land”, which portion includes the area marked with the letter “R” and, in addition, the parcels marked “Area B”, “Building Envelope C”, and “Building Envelope D”, as shown on a plan entitled “Plan of Land in Natick, Mass. showing conservation restriction”, drawn by Cheney Engineering Co., Inc., dated December 5, 1991 and recorded at the Middlesex County South District Registry of Deeds as Plan No. 1008 of 1991.

The Premises as described above contains a total of 41.03 acres. Area A, containing 6.92 acres, is excluded from the Conservation Restriction and thus is not included within the Amended Premises.

EXHIBIT B

Reduced Copy of Plan of Premises

For official full size plan see Middlesex County South District Registry of Deeds Plan Book
1991 Page 1008

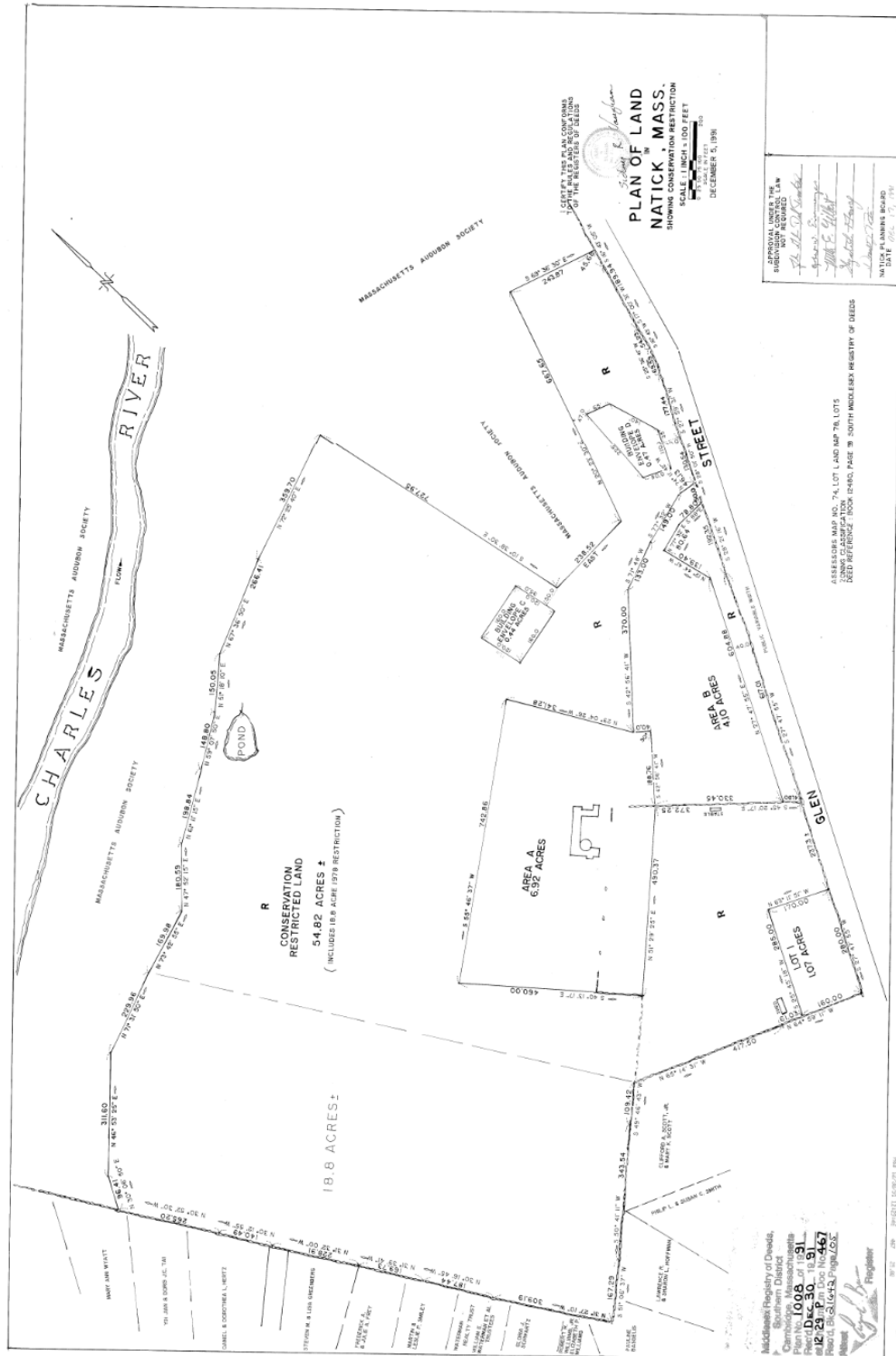



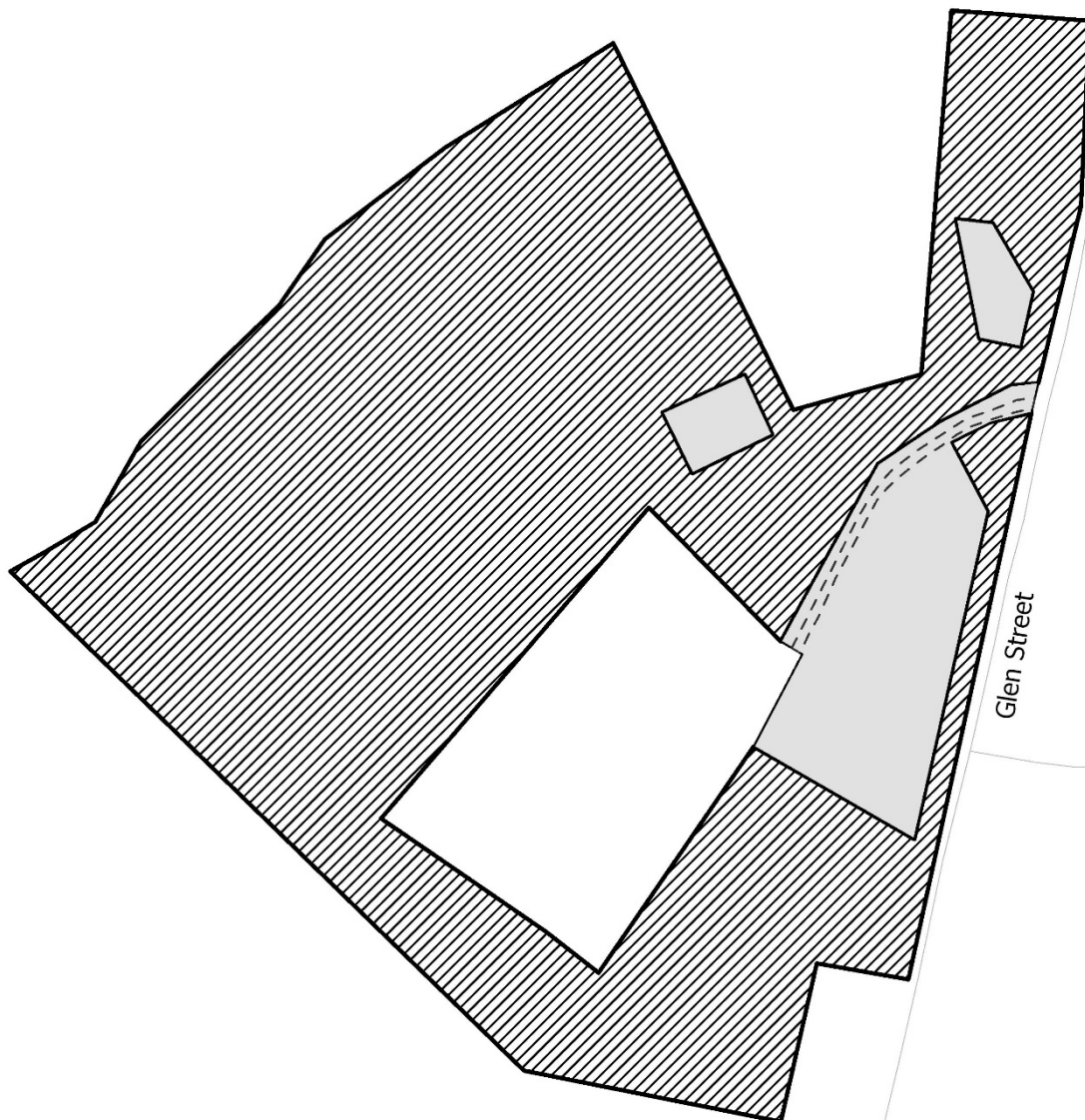


EXHIBIT C

Amendments to Conservation Restriction Area

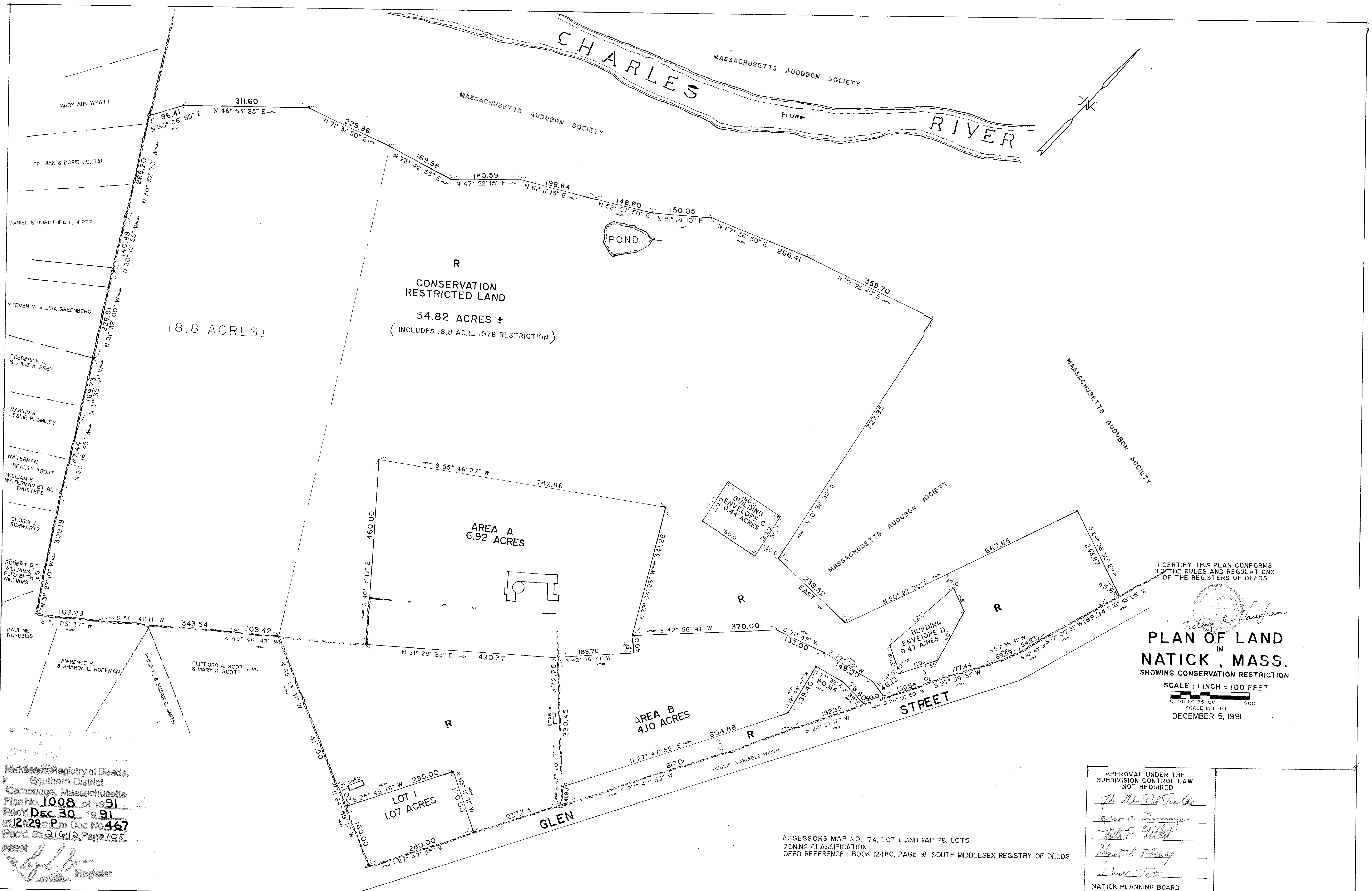
-  Original Conservation Restriction
-  Additions to Conservation Restriction
-  Driveway



Date 7/23/2018
By Nick Rossi, CR Stewardship Specialist, Mass Audubon
NAD 1983 StatePlane Massachusetts Mainland FIPS 2001
This map is for planning purposes only and is not a survey.
Boundaries are approximate.



0 150 300 600 Feet

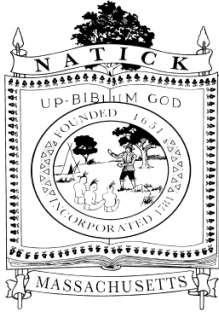


Middlesex Registry of Deeds,
Southern District
Cambridge, Massachusetts
Plan No. 1008 of 1991
Rec'd DEC 30, 1991
at 12:29 PM Doc No. 467
Rec'd, Bk 21642 Page 105
Attest
[Signature]
Register

ASSESSORS MAP NO. 74, LOT 1, AND MAP 78, LOT 5
ZONING CLASSIFICATION
DEED REFERENCE : BOOK 12480, PAGE 99 SOUTH MIDDLESEX REGISTRY OF DEEDS

I CERTIFY THIS PLAN CONFORMS
TO THE RULES AND REGULATIONS
OF THE REGISTERS OF DEEDS
[Signature]
**PLAN OF LAND
IN
NATICK, MASS.
SHOWING CONSERVATION RESTRICTION**
SCALE : 1 INCH = 100 FEET
0 25 50 75 100 200
SCALE IN FEET
DECEMBER 5, 1991

APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
NOT REQUIRED
[Signature]
[Signature]
[Signature]
[Signature]
NATICK PLANNING BOARD
DATE DEC 17, 1991



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

To: Amy Mistrot, Chair, Board of Selectman

From: Victoria Parsons- Conservation Agent and General Planner

Date: December 10, 2018

RE: Conservation Restriction Amendment at 155 Glen St. - Supplemental Information

I received a request from Michael Hickey on December 9, 2018 to provide clarification with respect to the Conservation Restriction (CR) Amendment request for the Hunnewell Estate located at 155 Glen St Natick. I am comfortable with the proposed amendments to the existing CR as presented to me. After conversing with Nick Rossi of Mass Audubon who is working with the representatives of the Hunnewell Estate on this amendment request, I have summarized the information I received below:

1. Please clarify the meaning of Sec. 1.d) of the Amendment which deletes limits on structures in "Area A" ?

This is a proposed change for clarity that the State CR reviewer requested. In a nutshell, they have eliminated a section in the original CR provision because it no longer applies and because it was contradictory and likely unenforceable in the first place.

Specifically, it eliminated Section H on page 13 of the original CR. Section H places limits on structures in Area A while Arnold Hunnewell Sr. and/or his wife Rosalind own Area A. So it technically will no longer apply when Arnold Hunnewell's son takes ownership. It is Mr. Rossi's understanding that this has already happened, meaning that the provision has already expired.

It is also unlikely that this provision could even be enforced in the first place since Area A was technically never defined as part of the CR. In other words, Section H contradicts the property description (Exhibit A), which likely rendered it unworkable from the start or at least very tenuous. So this change does not result in a reduction in protection here just an increase in clarity.

2. Could you provide an explanation of Mass Audubon's role in preserving Native American history pursuant to the original CR, on the lands subject thereto.

Mass Audubon's role as CR holder has mainly been to ensure that none of the archeological sites on the property have been negatively disturbed. To Mass Audubon's knowledge, there hasn't been any recent archeological activity on the sites (the Indian Cellars), nor have there been any issues to their knowledge

since recording the original CR. They are certainly aware of the Indian cellars which they have seen during their visits to the property.

That is the extent of their role. Note that Section L on page 7-8 of the original CR describes how archeological studies can be done after Mass Audubon has a chance to approve the activity; although, this has never happened to their knowledge since the recording of the CR. Like most CR's it gives Mass Audubon power to prevent things from happening (like an irresponsible excavation), but they feel they cannot do much more than that.

3. Can you provide a full size copy of the 1991 plan to Town Hall?

The copy is electronically attached.

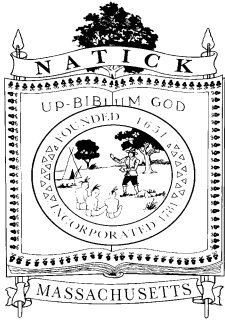
4. If you could provide more information as to why it is important that this item be concluded by the end of 2018.

Via e-mail Mass Audubon had mentioned previously to the Town that the main reason for the rush on this project has been due to Arnold Hunnewell Sr.'s health. Arnold Hunnewell Sr. is quite elderly, and his health has been seriously deteriorating over the past few months. Arnold Sr. still owns an interest in the property, and if his interest transfers to all of his children upon his passing then it will not be possible to complete this project and the protections it will provide.

ITEM TITLE: Approve Extension of Contract with KP Law
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo-J. Errickson	12/17/2018	Cover Memo



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

To: Amy Mistrot, Chair, Board of Selectmen

From: Jamie Errickson, Director

CC: Melissa Malone, Town Administrator

Date: December 16, 2018

RE: Update on the Recreational Marijuana – Next Steps for Natick & Request for use of KP Law as Legal Counsel

With the approval of the Town's General and Zoning Bylaw Amendments regulating Adult Use Marijuana in Natick by the Attorney General's office earlier this month, the Board of Selectmen authorized by Town Meeting to establish a local licensing process to manage the review of Adult Use Marijuana Establishments in Natick. Prior to any establishment opening in Natick, the Board of Selectmen must first negotiate a Host Community Agreement, which is imbedded in the licensing process per the final approved general bylaw amendment. For Retail Establishments the number of licenses is limited to two.

Town Staff, with assistance from Town Counsel (KP Law), is currently drafting licensing regulations for the Board to consider, including an outline of the licensing process, forms, and proposed fees. Staff anticipates the draft being presented to the Board for consideration by late January/February. At no time over the next several months is the Board obligated to enter into a Host Community Agreement for an Adult Use Marijuana Establishment.

Based on the level of interest expressed to date, Natick is a highly sought-after retail destination for adult use marijuana establishments. As such, Staff is also drafting a Request for Proposals/Qualifications (RFP/RFQ) packet/process for the Board's consideration. Such a process will enable the Board to fairly review the potentially significant number of proposals seeking the two licenses. Staff is working on the draft RFP/RFQ concurrently with the draft licensing regulations, and plans to bring this forward on a similar timeframe.

To support the drafting of Adult Use Marijuana regulations, the Board authorized the use of KP Law as special counsel for a not to exceed amount of \$10,000. Due to the extensive legal review and support required leading up to and during the Town Meeting process this Fall, this not to exceed amount was met. As noted above, additional legal support is desired during the drafting of the licensing and RFP/RFQ creation processes. As such, Staff requests that the Board amend the current not to exceed amount from \$10,000 to \$20,000.

As always, please feel free to contact me with any questions.

ITEM TITLE: Jeff Barton, Bountiful Farms: Registered Marijuana Dispensary Presentation

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Jeffrey H. Barton-Resume	12/13/2018	Cover Memo
Executive Summary	12/12/2018	Cover Memo
Presentation	12/12/2018	Cover Memo
Community Host Agreement	12/12/2018	Cover Memo
Request for Letter of Non-Opposition	12/12/2018	Cover Memo
Letter in Support of Mr. Barton-Rev. Nathan Detering	12/17/2018	Cover Memo

Jeffrey H. Barton

40 South Mill Street
Hopkinton, MA 01748
(508)735-4543
jbarton@snugtree.org

An energetic and analytical person whose core strength is understanding where opportunities for increased company value reside and marshalling the team toward the realization of that business. This skill set has been developed through a career in senior roles selling information-based research and consulting solutions and honed over through the experiences gained the past 7 years founding and running a business with 40 employees.

Bountiful Farms, Inc. 2017 - Present

Chief Executive Officer

Start-up applying for Medical Marijuana Dispensary & Cultivation licenses in Massachusetts

- Hired in December 2017
 - Leading state & local license efforts
 - Established financial projections and building business plan in concert with management team
-

Natural Remedies, Inc. 2016 – 2017

Co-Founder/President

Start-up applying for Medical Marijuana Dispensary & Cultivation licenses in Massachusetts

- Recruited Executive Team and Board of Directors
 - Negotiated \$500,000 initial funding and agreements with capital partner
 - Managed highly regulated application process with Commonwealth of Massachusetts
 - Identified and negotiated leases for 30,000 sq ft cultivation facility and three retail dispensary locations (average of 4,000 sq ft), navigating very tight local zoning ordinances
 - Obtained approval from municipal staff and boards through meetings and public forums in highly emotional and politicized environments.
-

Water Fresh Farm 2010 – 2016

Co-Founder/General Manager

Grower and Wholesaler of Hydroponic Produce; Specialty Retailer

- Managed operations of all facets of the business: greenhouse, wholesale, retail, and commercial kitchen, comprising a total of 40 employees
 - Oversaw construction of 7,500 sq ft post and beam building for new retail venture
 - Opened retail marketplace in 2012; Drove average monthly sales from 90,000 in 2012 to \$160,000 in 2017; Steady Year over Year increases, ranging from 23% in 2013 to 8% in 2017.
 - Developed relationships with top customers, listening to their input and evolving the business accordingly
 - Initiated corporate catering, establishing lasting, profitable customers that account for 7% of revenue
-

The NPD Group/Current Analysis, Inc

2005 – 2010

Director, Business Development

Consumer Technology Market Research and Consulting

- Developed and maintained executive level relationships with clients, such as Canon, LG, and Cisco
 - Recruited by Current Analysis as part of its expansion into new products and markets. Finished 2005 as the #1 ranked salesperson
 - Participated in task force that integrated Current Analysis' non-redundant services into NPD product set after acquisition, resulting in an increase in additional annual subscription revenue
 - Led account team activities, consistently increasing client subscription value
-

IT Centrix

2002 – 2004

Director, Business Development

Information Technology Market Research and Consulting

- Expanded customer base, resulting in new revenues of \$600,000
 - Assisted in the development of new service measuring ROI of IT investments and led sales efforts, resulting in new revenue of \$250,000 in first year
-

Caregiver

2001

Took year to care for family as wife underwent aggressive cancer treatments

GiGa Information Group

1996 - 2000

Director, IT Practices

Start-up Information Technology Market Research and Consulting Company founded by Gideon Gartner

- Increased levels of responsibility, beginning as a member of initial sales force, to Marketing Manager for IT Practices business unit, to Director of IT Practices, which documented industry best practices and provided associated consulting services
 - Opened up Canadian market for Giga, signing up subscription services with all of the 5 Big Banks (Royal Bank, Toronto Dominion Bank, Bank of Nova Scotia, Bank of Montreal, and Canadian Imperial Bank of Commerce) among other end user as well as vendor clients, finishing the year with the #2 ranking among the sales force
 - As leader of IT Practices, increased revenue from \$100,000 in 1998 to \$700,000 in 2000
-

Desktop Data

1994 – 1996

Sales Representative

Software Developer bringing live news feeds to desktop computers

- Responsible for opening corporate market
-

Apple

1989 - 1994

National Sales Representative

Responsible for sales of Macintosh computer line to corporations headquartered in Connecticut, including United Technologies, Aetna, and The Hartford Insurance Group

- Consistently exceeded sales goals
-

IBM

1984 - 1989

National Account Manager

Responsible for sales of entire IBM product line to companies in Connecticut

- Began career as part of large account team
 - Promoted to leader of team focused on retailers
 - Consistently exceeded sales goal
-

Education

University of Connecticut

1984

Bachelors of Science, Marketing

Cum Laude



Executive Summary

MISSION

The overriding goal of Bountiful Farms is to establish its brand in the medical cannabis industry as synonymous with quality. This will be accomplished by our dedication to providing exceptional patient experiences through the highest quality cannabis products, thorough patient education, and convenient access via our dispensaries and home delivery service.

GUIDING PRINCIPLES

Bountiful Farms believes in:

- Making the Patient the Focus of All We Do
- Cultivating High Quality, Medical Grade Cannabis and Derivative Products
- Providing Qualified Patients with Consistency of Product, Exceptional Service, and Educational Training
- Investing in the Community by hiring local and through the Host Community Agreement
- Crafting a working environment that demands individual responsibility while fostering professional growth and rewarding success
- Creating a culture of compliance with all regulatory and internal policies – Doing the right thing at the right time

CRITICAL SUCCESS FACTORS

With a crowded marketplace, we must quickly gain awareness in the market that patients will receive a superior experience by doing business with Bountiful Farms. This will be achieved through the following

Patient Focus: by placing the patient at the center of all our operations, we can ensure we directly address the various facets of the purchase process, including:

- providing products that directly address the reason the patient is buying (medical condition; aspirational; status)

- respectful interactions with our staff that fully educate patients and help them decide upon the products and delivery methods that best address their needs
- a physical environment that nurtures the patient's emotional needs

High Performing Management Team: the cannabis marketplace is both new and dynamic. We must develop a management team where each member can perform their individual jobs with excellence and provide inspired leadership to their teams, all while nimbly evolving the company's strategy to meet a rapidly developing and changing market.

Product: It is imperative that the superiority of Bountiful Farms' products separates us, both with respect to quality and consistency of the cannabinoid profile. We must also maintain inventory levels such that patients can count on acquiring product that repeats the dosage and effect that has proven to successfully address their medical conditions.

Develop Home Delivery: the ability to conveniently provide high quality products to patients will be a differentiator in a crowded market. If patients are replenishing their supply or know what they want, having their medicine brought to them will be desirable.

Develop Wholesale Business: As the market shifts to more of a focus on recreational use, there will be a need for medicinal quality cannabis. As we build the Bountiful brand, an opportunity will exist to sell our products through other retailers.

Seed to Sale Software and Processes: We must implement both the software and internal processes that ensure we comply with state regulations as well as management reporting requirements.

Research & Development: The development of cannabis strains bred to treat specific illnesses presents an opportunity for long term differentiation and will markedly increase the value of both the Bountiful Farms brand. Moreover, having space dedicated to R&D will facilitate our ability to incorporate new technologies and growing techniques as they are introduced into the marketplace.

COMPANY OVERVIEW

Lakeville Operations

Bountiful Farms' cultivation facility is located at 200 Kenneth Welch Drive in Lakeville, MA. A 36,000 square foot warehouse was purchased in May 2018 and will be undergoing construction over much of the succeeding year, with a goal of beginning production in Spring 2019. At the conclusion of construction, the facility will have increased in size to approximately 42,000 square feet and house:

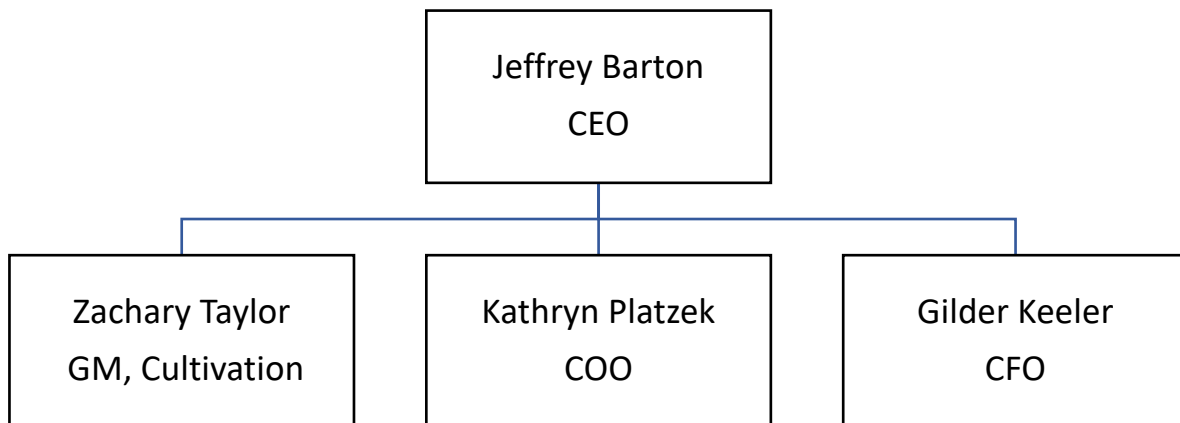
- Direct cultivation operations
- MIP production
- Cultivation research & development

- office space
- A small dispensary
- The remainder of the building will be allocated for:
 - Employee bathrooms/changing rooms/breakrooms
 - Shipping/Receiving
 - Vault Rooms
 - Security
 - Utility/Service Rooms

Dispensary: we intend to operate a small dispensary at 200 Kenneth Welch Drive, which will serve primarily for patient intake and education. By leveraging the nearby vault and employee space, we can reduce the space necessary for the dispensary. It is also our intention to use home delivery for the bulk of patient transactions, using a third party, licensed transportation company to make the deliveries.

Additional Dispensaries: we intend to establish dispensaries in Metrowest Boston (Fall 2019) and the Merrimack Valley (Fall 2020).

Senior Management Team



Jeffrey Barton, CEO: As CEO, Mr. Barton is responsible for providing strategic direction to the organization, building and leading the senior management team, allocating capital to the company's priorities, and driving the company's values and culture. Duties performed include regular communication with the company's Board of Directors, Advisors, and Senior Management, as well as all public and media-facing interactions. The CEO reports directly to the company Board of Directors.

Mr. Barton's business career began in 1984 with IBM. After spending the beginning of his career in the high technology industry, Jeff co-founded American Hydroponics (DBA Water Fresh Farm) in 1997 to hydroponically grow and market pesticide-free produce to the Greater Boston area. They began with tomatoes and have added cucumbers, lettuce, and a variety of herbs over the years. Today, Water Fresh Farm grows 80,000 pounds of pesticide-free produce, which is sold in Whole Foods stores in addition to its own specialty food market, which was opened in 2012 in a newly constructed 7500 square foot post and beam barn. In addition to selling its own produce, Water Fresh Farm sells a full produce line, organic packaged goods, much of it produced locally, and meals prepared in its commercial kitchen.

Kathryn Platzek, COO: as COO, Ms. Platzek provides the leadership, management and vision necessary to ensure that the company has the proper operational controls, administrative and reporting procedures, and people systems in place to effectively grow the organization and to ensure financial strength and operating efficiency. In addition to establishing and maintaining the company's operating procedures, Ms. Platzek oversees the work of those reporting to her. The COO reports directly to the CEO.

Ms. Platzek was most recently Director of Operations at Global Power Supply. Kathryn has developed a strong background in both project development and resource management, bringing with her a depth of experience in understanding and resolving the difficulties between administration and implementation. Kathryn worked previously in project management roles at Cox Communications and Verizon Wireless.

Gilder Keeler, CFO: Mr. Keeler is responsible for directing the fiscal functions of Bountiful Farms in accordance with generally accepted accounting principles and regulations enacted by the Commonwealth of Massachusetts. In addition to overseeing the day to day financial operations, Mr. Keeler will provide strategic financial input and leadership on decision making issues affecting the organization.

Mr. Keeler brings experience with financial analysis gained in the banking and investment industries. At the Gilder Office for Growth, he fed the organization's strategic leadership decisions by performing private equity investment analysis and at the treasury department of a young bank in London, he conducted risk and market infiltration analysis and evaluation for the bank's early-stage operations. Gilder also spent time at a hedge fund manager, where he conducted competition and market share research and analysis for funds investing in the tech and gaming industries and evaluated potential for product success in disparate market segments.

Zachary Taylor, GM of Cultivation: Mr. Taylor oversees all aspects of Bountiful's cultivation operations, including management of the plants throughout their life cycle as well as the harvest, trim, and dry operations, all within strict regulatory compliance. Mr. Taylor is also responsible for training and supervising all employees involved in the various facets of the cultivation operations.

Mr. Taylor has been part of the medical cannabis industry in Colorado since 2007. Over a four-year period, Zachary worked as a caregiver under the Colorado marijuana regulatory framework, providing medical cannabis to patients with a wide variety of medical conditions. As a caregiver, Zachary served his patients by understanding their unique medical needs and providing the cannabis strains and method of use that best addressed those needs.

From 2011-2017 Mr. Taylor managed cultivation facilities for two of the largest producers in the State of Colorado. Having managed two of these large and complex operations, Mr. Taylor has a keen understanding of the specific horticultural, as well as compliance demands that the cannabis industry faces.

Board of Directors

Caleb Gilder, Founder & Chairman

Luke Gilder, Founder

Richard Cohen has served as the CEO of two publicly held companies and has worked many years as a management consultant, with a particular focus on financial management. He has also served on Boards of Directors for the past 20 years.

Dr. James Goodrich is an internal medicine doctor in New York with two private practice locations and is affiliated at three prestigious New York hospitals: Beth Israel Medical Center, Bellevue Hospital Center and New York University Medical Center. Dr. Goodrich has been providing primary care services to patients for the past thirty years in addition to certifying patients for access to medical cannabis.



Bountiful Farms, Inc

Natick Board of Selectmen | December 17, 2018

Bountiful Farms Believes In

- Making the Patient the Center of All We Do
- Cultivating High Quality, Medical Grade Cannabis
- Providing Qualified Patients Consistency in Product, Exceptional Service, and Educational Training
- Investing in the Community
- Crafting a Working Environment that Demands Individual Responsibility while Fostering Professional Growth and Rewarding Success
- Creating a Culture of Compliance



Why is Bountiful Farms the Right Business Partner for Natick

- Experienced Management Team
- Elite Security Partner
- Family Owned
- Right Location for Medical Cannabis Dispensary
- Responsible Community Citizen
 - Community Host Agreement
 - Partner in Curriculum Development?



Executive Management Team

- Jeff Barton, President and CEO
 - Co-Founder of Water Fresh Farm
 - 25 years business experience in high technology industry, including IBM and Apple
- Zach Johnson, GM of Cultivation
 - Expert in cultivation best practices, standard operating procedures, cannabis grow management and operations
 - Managed 2 of Colorado's largest grow operations beginning in 2011
- Kathryn Platzek, COO
 - Senior operations management in CA Power Supply Company
- Gilder Keeler, CFO
 - Private equity, risk & market analysis background



Board of Directors

- Caleb Gilder, Co-Founder
- Luke Gilder, Co-Founder
- Richard Cohen, Management Consultant and Former CEO
- Dr. James Goodrich, MD, Internal Medicine
 - Affiliated with Beth Israel Medical Center (NY), Bellevue Hospital Center (NY) and New York University Medical Center (NY)



The Winmill Group: Security Expert

The Winmill Group is a boutique security firm offering a distinct team of talented professionals drawn from high-level posts in multinational and multidisciplinary circles. They provide homeland security, emergency planning consulting services, and strategic planning advisory for state, local and the federal government, as well as the private sector

Experience managing security for major events

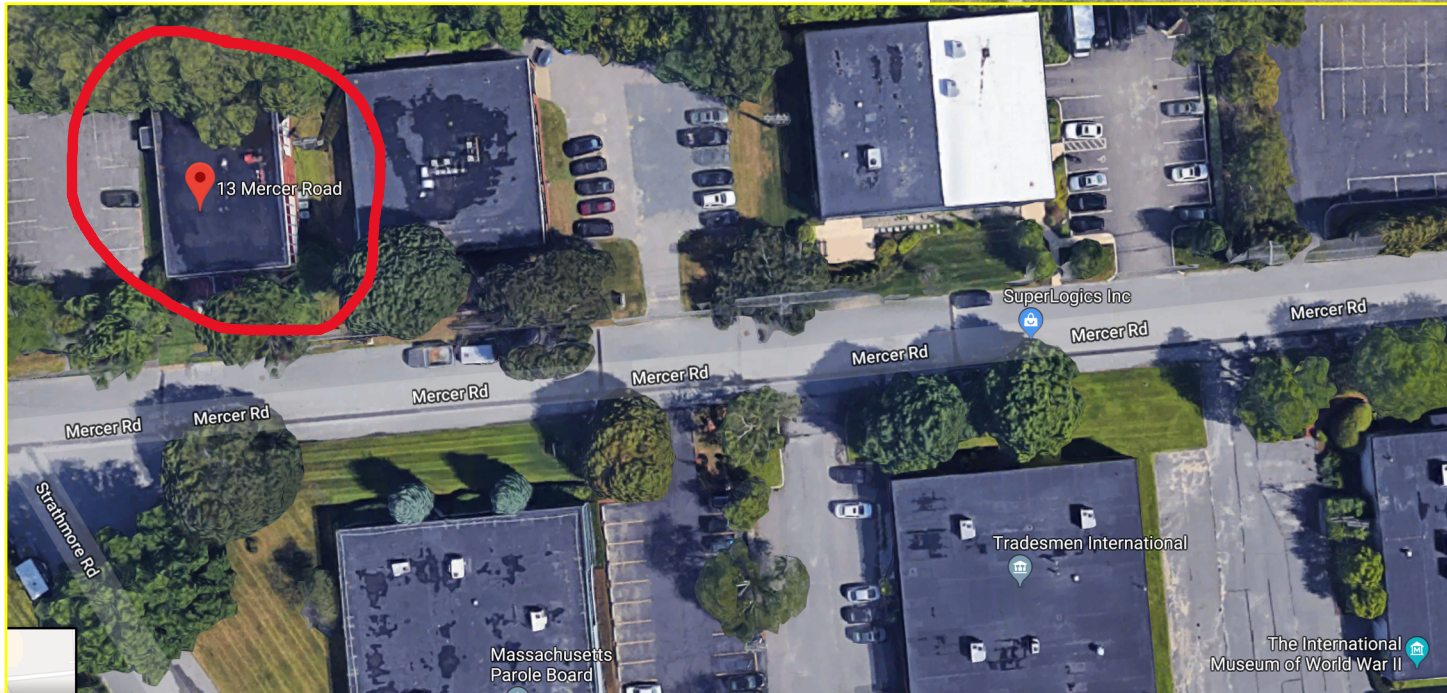
- Presidential Inaugurations (2004, 2008)
- Boston Democratic National Convention (2004)
- Washington DC WMATA Mass Casualty Exercise (2010)
- Logan Airport Active Shooter (2010)
- Major League Baseball All Star Game (2012)
- Cape Cod Regional Active Shooter (2013)

Massachusetts Medical Marijuana Clients:

- Bountiful Farms
- Commonwealth Alternative Care
- Ermont
- Medical Marijuana of Massachusetts
- Mission Massachusetts
- The Green Harbor Dispensary



13 Mercer Road



TOWN OF NATICK
AND BOUNTIFUL FARMS, INC.
COMMUNITY HOST AGREEMENT

THIS COMMUNITY HOST AGREEMENT (“AGREEMENT”) is entered into this ____ day of _____ 2018 by and between Bountiful Farms, Inc., a Massachusetts corporation with a principal office address of 267 Glen Meadow Rd, Franklin, MA 02038 (“the Company”), and the Town of Natick, a Massachusetts municipal corporation with a principal address of 13 East Central Street, Natick, Massachusetts, 01760 (“the Town”), acting by and through its Town Administrator.

WHEREAS, the Company wishes to locate Registered Marijuana Dispensary (“RMD”) dispensing facility in the Town in accordance with regulations issued by the Commonwealth of Massachusetts Department of Public Health (“DPH”); and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives a license from the DPH to operate RMD dispensing facility (the “DPH License”) and receives all required local permits and approvals;

NOW THEREFORE, in consideration of the provisions of this Agreement, the Company offers and the Town accepts this Agreement in accordance with G.L c.44, §53A, and the Company and the Town agree as follows:

1. The Company agrees to make a donation to the Town, in the amounts and under the terms provided herein (the “Funds”). The Treasurer of the Town shall hold the Funds in a separate gift account, to be expended by the Board of Selectmen without further appropriation pursuant to G.L. c.44, §53A, for the purposes of addressing the potential health, safety, and other effects or impacts of the RMD dispensing facility on the Town and on municipal programs, services, personnel, and facilities. The Funds shall be used at the Town’s sole discretion, as determined by the Board of Selectmen.

2. The Company shall pay to the Town the following sums:

(a) Three (3) percent of gross sales revenue from its RMD dispensary in Town in each year of operation, to be paid within 60 days after the end of each year of operation.

3. In the event that the Town enters into a community host agreement with another RMD, the parties shall reopen this Agreement and negotiate an amendment only as it pertains to the impact on the guaranteed amounts or minimums in Section 2.

4. While the purpose of this gift is to assist the Town in addressing any public health, safety and other effects or impacts the RMD dispensing facility may have on the Town, the Town may expend the above-referenced payments at its sole and absolute discretion.

5. The provisions of this Agreement shall be applicable as long as the Company operates RMD dispensing and cultivation facilities in the Town, pursuant to a license issued by DPH, subject to the provisions of Paragraph 8, below.

6. The Company will make efforts to hire qualified employees who are Town residents.

7. The Company agrees that the value of the real property of the RMD dispensing facility shall be treated as taxable and the Company shall not object to or otherwise challenge the taxability of such real property, but reserves any rights it might have with respect to the valuation of same.

8. The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining the DPH License for operation of RMD dispensing facility in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate RMD dispensing facility in the Town.

9. This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the RMD dispensing facility to operate in the Town, or to refrain from enforcement action against the Company and/or its RMD dispensing facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

11. The Company shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town.

12. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign or transfer any interest in the Agreement without the written consent of the other.

13. The Company agrees to comply with all laws, rules, regulations and orders applicable to the RMD dispensing and cultivation facilities, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

14. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

15. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

16. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

17. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

18. This Agreement shall also be null and void in the event that the Company shall not locate a RMD dispensing facility in the Town or shall relocate such RMD dispensing facility out of the Town. In the case of any relocation out of the Town, an adjustment of funds due to the Town hereunder shall be calculated based upon the period of occupation of the RMD dispensing facility within the Town, but in no event shall the Town be responsible for the return of any funds already provided to it by the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF NATICK

BOUNTIFUL FARMS, INC.

By: Melissa Malone
[print name]

By: Jeff Barton
[print name]

Its: Town Administrator

Its: Chief Executive Officer

December 3, 2018

Amy Mistrot
Chair, Board of Selectmen
Natick Board of Selectmen
Natick Town Hall, 2nd floor
13 East Central Street
Natick, MA 01760

Dear Amy,

As CEO of Bountiful Farms, Inc., I am requesting a Letter of Non-Opposition pursuant to MA DPH Regulation 105CMR725.000 for a licensed medical marijuana dispensary at 13 Mercer Road in the Town of Natick.

I request that you place this request on the agenda for a Natick Board of Selectmen meeting in December 2018.

Thank you in advance for this consideration.

Sincerely,



Jeff Barton
CEO
Bountiful Farms, Inc.
267 Glen Meadow Road
Franklin, MA 02038
508-735-4543



Patricia O'Neil <poneil@natickma.org>

From Rev. Nathan Detering on behalf of Jeff Barton

1 message

revnathan@uuac.org <revnathan@uuac.org>

Mon, Dec 17, 2018 at 8:55 AM

To: selectmen@natickma.org

Cc: Jeff Barton <jhbartonma@gmail.com>

Dear Town of Natick Selectmen,

I am writing on behalf of Jeff Barton, who I have known for more than 15 years as a member of First Parish in Sherborn where I serve as Senior Minister. Over these many years Jeff has served in numerous leadership positions in our congregation, including President of the Board of Directors, Chair of Worship Committee, and most recently of the one of adult educators for our Coming of Age Program, a comprehensive faith formation curriculum for junior high students. In all these positions of leadership Jeff has distinguished himself with sensitivity, careful attention, and respect for everyone around him. He is a model of integrity and authenticity in our community.

I also wish to offer my support of medical marijuana. Having been by the beside of many who are suffering with anxiety and chronic pain, particularly at the end of life, I have witnessed the palliative power of this medication to relieve suffering without the side-effects of other prescribed drugs.

Jeff is a steward of care in our congregation and I cannot imagine a better person to work with on this important issue.

Sincerely,

Rev. Nathan Detering

Rev. Nathan Detering

Senior Minister, Unitarian Universalist Area Church

at First Parish in Sherborn

(508) 653-1422 (office)

revnathan@uuac.org

www.uuac.org

ITEM TITLE: Steve Levinsky, Clerk, Natick Center Cultural District: Quarterly Update
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request to Provide Update	12/12/2018	Cover Memo
Third Quarter Report	12/12/2018	Cover Memo



Natick Center Cultural District
20 Main St. Suite 208
Natick, MA 01760
508.650.8848
www.natickcenter.org

November 27, 2018

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

RE: NCCD Quarterly Update

Dear Natick Board of Selectmen,

The Natick Center Cultural District is requesting to be placed on the agenda for December 10th to update the BOS on the activities of the Natick Center Cultural District. At this time, Steve Levinsky will be presenting the latest report to the Board.

We appreciate your time in this matter.

Sincerely,

Athena Pandolf
Executive Director
Natick Center Cultural District
20 Main St., Suite 208
Natick, MA 01760

2018 Third Quarter Report

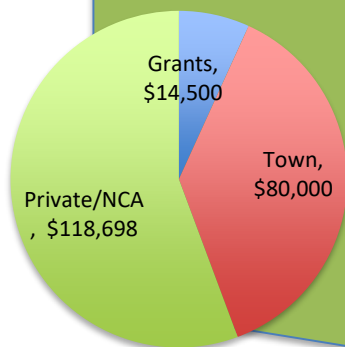
Highlights

- Natick Nights
- Multi-Cultural Day
- ArtWalk
- MAPC call to artists
- New event planning – Natick Film Festival & Porch-Fest
- Welcome Center

Sponsored Programs

- Year-round Farmers' Markets
- ArtWeek Events
- Holi Festival
- Natick Nights
- ArtWalk
- Check It Out Juried Show
- Historical Walking Tours
- Mutcultural Day
- Innovation Nights
- Holiday Hustle Weekend

Revenue



Expenses



Partnered Programs

- Innovation Nights
- Natick Artists Open Studios
- Natick Days
- Concerts on the Common
- 4th of July Celebration
- Spooktacular
- Natick Earth Day Festival
- Holiday Lighting Celebration



Natick Center Cultural District Guiding Principles and Goals

Values

We believe that supporting arts and culture is pivotal to creating a **sustainable economic engine** in Natick Center, and that the success of the Natick Center Cultural District will improve the downtown area for **everyone's benefit**.

Vision

Natick Center will be a **cultural hub** of MetroWest, serving as a regional destination for arts, culture, dining, shopping, business, special events and community gatherings **for residents and visitors** alike.

Mission

To cultivate a **lively and diverse downtown neighborhood** by enhancing the cultural, economic and social life of our community.

We are led by an **innovative partnership** of public, private, non-profit and cultural voices.

STRATEGIC GOALS

Culture

Develop programs & events...foster creative partnerships

Community

A popular destination...connect as a community

Economic Development

Catalyst for attracting new businesses

Governance

Alliance of landlords, merchants, artists & government

2018 PRIORITIES

- Enhance Natick Nights offerings
- Create additional programming in response to community feedback
- Expand public art projects
- Update cultural inventory
- Deepen collaborative relationships
- Install CRM system
- Create better user experience for self-guided walking tours
- Actively partner with economic development initiatives
- Secure additional grant funding

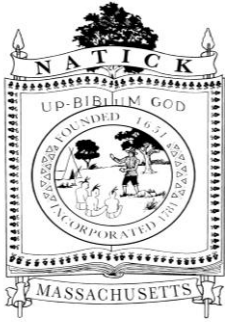


ITEM TITLE: Director of Community & Economic Development: Medical & Adult Use Marijuana Update

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Medical & Adult Use Marijuana Update-J. Errickson	12/13/2018	Cover Memo
Medical Marijuana Zoning Map	12/13/2018	Cover Memo
Medical & Adult Use Marijuana Zoning Map	12/13/2018	Cover Memo
Natick Board of Health Regulations	12/13/2018	Cover Memo
State Regulations	12/13/2018	Cover Memo
State Municipal Guidelines	12/13/2018	Cover Memo



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

To: Amy Mistrot, Chair, Board of Selectmen

From: Jamie Errickson, Director

CC: Melissa Malone, Town Administrator

Date: December 12, 2018

RE: Update on the Recreational & Medical Marijuana

As the Board is aware, earlier this month the Attorney General's office approved the Town's General and Zoning Bylaw Amendments regulating Adult Use Marijuana in Natick. As next steps, CED Staff is working with Town Staff and Town Counsel (KP Law) to draft the licensing regulations, forms, and proposed process for licensing adult use marijuana establishments in Natick. Since the Town is one of the first in the Commonwealth to establish a local licensing process for Adult Use Marijuana, these regulations are being created from scratch (though Common Victualer and Alcohol licensing processes are excellent foundations).

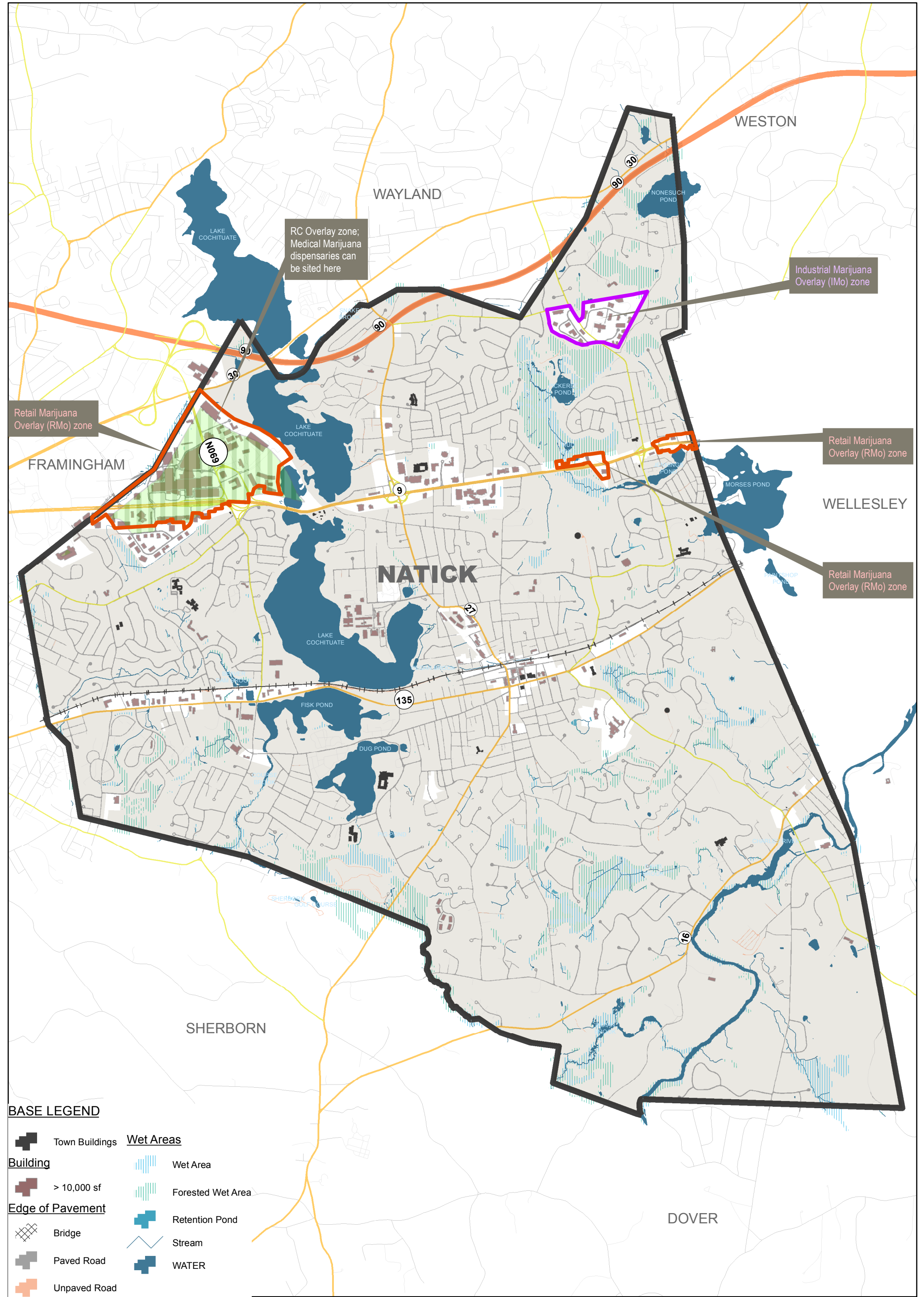
Before you on December 17th is a proposed Medical Marijuana facility, proposed by Bountiful Farms. As a Registered Marijuana Dispensary (Medical) facility, this proposal is regulated by the Town's existing Board of Health regulations and Zoning Bylaws that pertain to Registered Marijuana Dispensaries – not the recently adopted Adult Use Marijuana regulations.

For your information, enclosed with this memo is the following:

- The Commonwealth's Medical Marijuana Regulations - 105 CMR 725.000 (implementing St. 2012, c. 369: *An Act for the Humanitarian Medical Use of Marijuana*)
- *Guidance for Municipalities Regarding the Medical Use of Marijuana* – published by the Commonwealth's Department of Public Health
- Natick Board of Health Regulations Regulating the Sale of Medical Marijuana
- Excerpt from the Natick Zoning Bylaws pertaining to RMD facilities
- Maps (2) showing the locations of medical and adult use marijuana zoning districts in Town

As the Board of Selectmen entertains a possible Medical Marijuana facility within the community, Legal Counsel (KP Law) suggests that the Board consider seeking compensation from the applicant to cover legal fees with regards to the negotiation/review of any documents necessary through this process, including the Host Community Agreement and/or the Letter of Non-opposition. An initial deposit of \$5,000, into a 53A Gift Account, is anticipated to cover the review necessary for this process.

As always, please feel free to contact me with any questions.



BASE LEGEND

Building

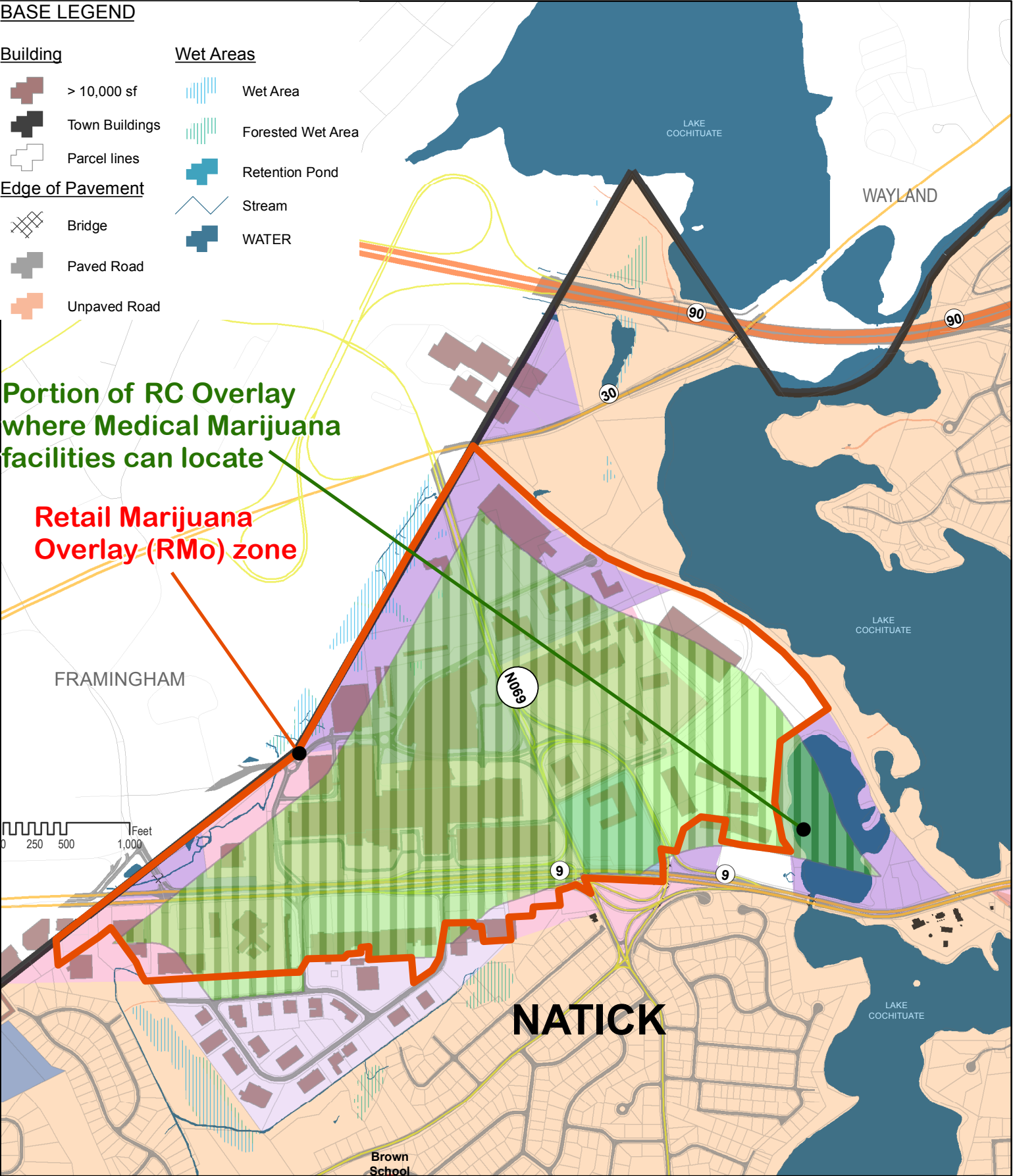
- > 10,000 sf
- Town Buildings
- Parcel lines
- Edge of Pavement
- Bridge
- Paved Road
- Unpaved Road

Wet Areas

- Wet Area
- Forested Wet Area
- Retention Pond
- Stream
- WATER

Portion of RC Overlay where Medical Marijuana facilities can locate

Retail Marijuana Overlay (RMO) zone

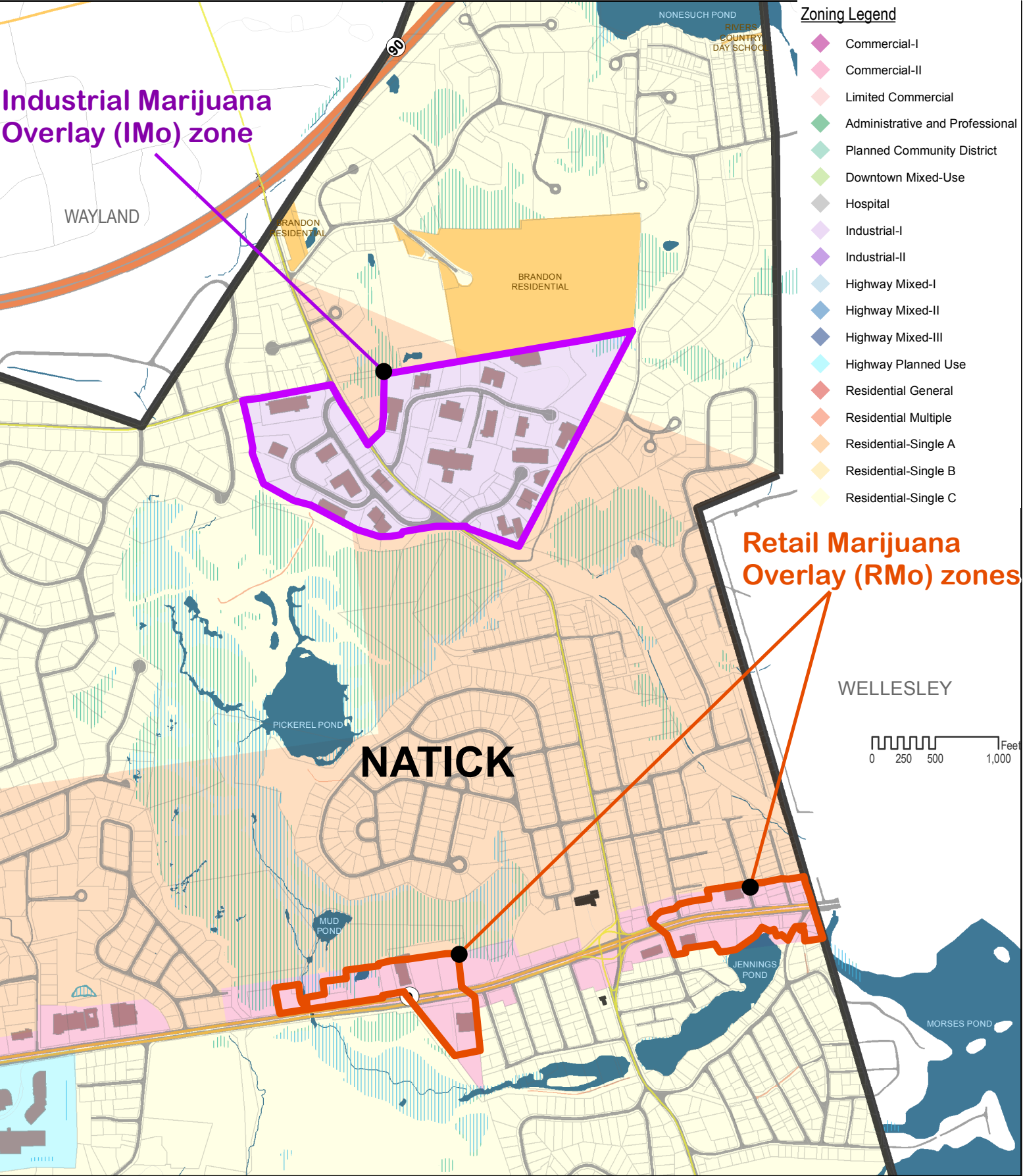


Zoning Legend

- Commercial-I
- Commercial-II
- Limited Commercial
- Administrative and Professional
- Planned Community District
- Downtown Mixed-Use
- Hospital
- Industrial-I
- Industrial-II
- Highway Mixed-I
- Highway Mixed-II
- Highway Mixed-III
- Highway Planned Use
- Residential General
- Residential Multiple
- Residential-Single A
- Residential-Single B
- Residential-Single C

Industrial Marijuana Overlay (IMo) zone

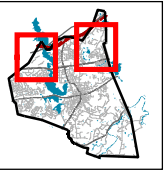
Retail Marijuana Overlay (RMO) zones



Natick MA: Rt 9 Corridor, Medical & Adult Use Marijuana Overlay Zones, 2018

Community & Economic Development Department

December 11, 2018 Map data derived from Natick municipal GIS and Assessors records. The Town of Natick is not responsible for any errors or omissions in the data on this map, which is subject to change without notice.



0 500 1,000 2,000 Feet

1 inch = 1,000 feet

Chapter 25

Natick Board of Health Regulations Regulating the Sale of Medical Marijuana

Section 1 Purpose

The purpose of this regulation is to compliment the Commonwealth's regulations governing the cultivation, processing, sale and use of medical marijuana under 105 CMR 725.00 to allow for local enforcement, protect public health and welfare, and ensure that Registered Marijuana Dispensary (RMD) environments are controlled to meet the requirements set forth by the Town of Natick's Board of Health. The Massachusetts Department of Public Health (DPH) Regulations 105 CMR 725.00 are not preemptive of local board of health authority.

Section 2 Authority

This regulation is promulgated pursuant to the authority granted to the Natick Board of Health by Massachusetts General Laws Chapter 111, Section 31 that states in part "Boards of Health may make reasonable health regulations".

Section 3 Definitions

Any terms not defined in this Section but defined elsewhere in the Town By-Laws, Building Department and Board of Health Regulations or Commonwealth of Massachusetts Laws and Regulations shall have the same meanings given therein to the extent the same are not inconsistent with these Regulations.

For the purpose of this regulation, the following words shall have the following meanings:

Blunt Wrap: Any tobacco product manufactured or packaged as a wrap or as a hollow tube made wholly or in part from tobacco that is designed or intended to be filled by the consumer with loose tobacco or other fillers.

Board of Health: The Town of Natick Board of Health

Business Agent: An individual who has been designated by the owner or operator of any establishment to be the manager or otherwise in charge of said establishment.

Card Holder: A Registered Qualifying Patient, a Personal Caregiver, or a Dispensary Agent of a Registered Marijuana Dispensary who has been issued and possesses a valid Registered Card.

Cigar: Any roll of tobacco that is wrapped in leaf tobacco or in any substance containing tobacco with or without a tip or mouthpiece not otherwise defined as a cigarette under Massachusetts General Law, Chapter 64C, Section1, Paragraph 1.

Cultivation Registration: A certificate issued by the Massachusetts Department of Public Health that confirms that a RMD has met all requirements pursuant to the Act and 105 CMR 725.00 and registered by the Massachusetts Department of Public Health.

Department of Public Health (DPH): The regulatory agency governing public health at the state level in Massachusetts.

Dispensary Agent: A board member, director, employee, manager or volunteer of a Registered Marijuana Dispensary who is at least 21 years of age and who has received approval from the state under 105 CMR 725.030. Employee includes a consultant or contractor who provides on-site services to a Registered Marijuana Dispensary related to the cultivation, harvesting, preparation packaging, storage, testing or dispensing of marijuana.

Dispensary Agent Permit: A permit issued by the Board of Health, to be renewed annually, which permits an eligible person to be employed at a RMD.

Dispensary Agent Permit Holder: Any person engaged in the sale of marijuana who is a Dispensary Agent is required to apply for a Dispensary Agent Permit pursuant to these regulations prior to being eligible for employment in a RMD and shall be a permit holder.

E-Cigarette: Any electronic nicotine and/or marijuana delivery product composed of a mouthpiece, heating element and battery and/or electronic circuits that provides a vapor of liquid nicotine to the user, or relies on vaporization of solid nicotine or any liquid. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name.

Enclosed, Locked Area: A closet, room, greenhouse or other indoor or outdoor area equipped with locks or other security devices that is accessible only to dispensary agents, registered qualifying patients or personal caregivers.

Hardship Cultivation Registration: A registration issued to a qualifying patient under the requirements of 105 CMR 725.035.

Marijuana: All parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted there from, fiber, oil, or cake or the sterilized seed of the plant which is incapable of germination. The term also includes Marijuana-Infused Products (MIPs) except where the context clearly indicates otherwise. [MGL Ch. 94C, ss. 1, Marijuana]

Marijuana-Infused Product (MIP): A product infused with marijuana that is intended for use or consumption, including but not limited to edible products, ointments, aerosols, oils, and tinctures. These products, when created or sold by a RMD, shall not be considered a food or a drug as defined in M.G.L. c. 94, s. 1.

Medical Marijuana Treatment Center: A not-for-profit entity registered under 105 CMR 725.100. to be known as a Registered Marijuana Dispensary (RMD), that acquires, cultivates, processes, (including development of related products such as edible MIPs, tinctures, aerosols, oils or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, RMD refers to the site(s) dispensing, cultivation and preparation of marijuana.

Nicotine Delivery Product: Any manufactured article or product made wholly or in part of a tobacco substitute or containing nicotine that is expected or intended for human consumption, but not including a product approved by the United States Food and Drug Administration for sale as a tobacco use cessation or harm reduction product or for other medical purposes and which is being marketed and sold solely for that approved purpose. Nicotine delivery products include, but are not limited to, e-cigarettes.

Non-Residential Roll-Your-Own (RYO) Machine: A mechanical device made available for use (including to an individual who produces rolled marijuana products solely for the individual's own personal consumption or use) that is capable of

making rolled marijuana products. RYO machines located in private homes used solely for personal consumption are not Non-residential RYO machines.

Personal Caregiver: A person registered by the Massachusetts Department of Public Health, who is at least 21 years old, who has agreed to assist with a registered qualifying patient's medical use of marijuana, and is not the registered qualifying patient's certifying physician. An employee of a hospice provider, nursing or medical facility or a visiting nurse, personal care attendant or home health aide providing care to a qualifying patient may serve as a personal caregiver, including patients under 18 years of age as a second caregiver.

Personal Caregiver Permit: A permit issued by the Board of Health, to be renewed annually, to each Personal Caregiver.

Personal Caregiver Permit Holder: Any Personal caregiver is required to apply for a Personal Caregiver Permit through the Board of Health pursuant to these regulations prior to being eligible to serve as a Personal Caregiver and shall be a permit holder.

Personal Caregiver Cultivation Permit: A permit issued by the Board of Health, to be renewed annually, that permits a Personal Caregiver to cultivate medical marijuana within the Town of Natick.

Personal Caregiver Cultivation Facility Permit: A permit issued by the Board of Health, to be renewed annually, that permits a Personal Caregiver Cultivator to operate within the Town of Natick.

Personal Caregiver Cultivation Permit Holder: Any Personal Caregiver that is required to apply for a Personal Caregiver Permit through the Board of Health pursuant to these regulations prior to being eligible to serve as a Personal Caregiver and shall be a permit holder.

Registered Marijuana Dispensary Operating Permit: A permit issued by the Board of Health, to be renewed annually, that permits a Registered Marijuana Dispensary (RMD) to operate.

Registered Marijuana Dispensary Operating Permit Holder: Any person engaged in the operation of a RMD, or his or her business agent, shall apply for and receive a RMD Operating Permit pursuant to this regulation and be a permit holder.

Self-Service Display: Any display from which customers may select a marijuana product without assistance from a Dispensary Agent or store personnel.

Sixty-Day Supply: The amount of marijuana, or equivalent amount of marijuana in marijuana infused products, that a registered qualifying patient would reasonably be expected to need over a period of 60 calendar days for his or her personal use, which is ten ounces, subject to 105 CMR 725.010(I).

Smoking: The lighting of a cigar, cigarette, pipe, blunt or other tobacco/marijuana product or possessing a lighted cigar, cigarette, pipe, blunt or other tobacco or non-tobacco product designed to be combusted and inhaled.

Vending Machine: Any automated or mechanical self-service device, which upon insertion of money, tokens or any other form of payment, dispenses or makes marijuana products.

Section 4 Registered Marijuana Dispensary

4.100 Registered Marijuana Dispensary Operating Permit and Dispensary Agent Permit

Any proposed RMD shall obtain a RMD Operating Permit in the form and manner prescribed by the Board of Health, as set forth herein. Any proposed Dispensary Agent shall obtain a Dispensary Agent Permit in the form and manner prescribed by the Board of Health, as set forth herein.

- 4.101 No Dispensary Agent or person shall sell or otherwise distribute marijuana or marijuana products within the Town of Natick without first obtaining a Dispensary Agent Permit issued annually by the Board of Health. No Dispensary Agent shall sell or otherwise distribute marijuana or marijuana products within the Town of Natick outside of a RMD that has obtained a RMD Operating Permit. Only RMD's with a permanent, non-mobile location in Natick, meeting any and all zoning restrictions, are eligible to apply for a RMD Operating Permit to maintain a supply of marijuana or marijuana products at the specified location in Natick. Personal Caregivers who cultivate medical marijuana in the Town of Natick shall comply with regulations set forth in Section 5.
- 4.102 In order to support the execution of its responsibilities set forth herein, an annual RMD Operating Permit fee shall be assessed in an amount that shall be set by the Board of Health.
- 4.103 In order to support the execution of its responsibilities set forth herein, a Dispensary Agent Permit fee shall be assessed in an amount that shall be set by the Board of Health. A person applying for a Dispensary Agent Permit shall submit to the Board of Health a valid state or federal government-issued photographic identification card and the application submitted to DPH. Personal Caregivers who cultivate medical marijuana in the Town of Natick shall comply with regulations set forth in Section 5 herein.
- 4.104 As part of the RMD Operating Permit application process, the applicant will submit to the Board of Health the detailed summary of operating policies and procedures for the RMD as submitted with their Phase II application per 105 CMR 725.00, including but not limited to, detailed floor plans, provisions for security, prevention of diversion, storage of marijuana, transportation of marijuana, inventory procedures, procedures for quality control and testing products for potential contaminants, procedures for maintaining confidentiality as required by law, personnel policies, dispensing procedures, record-keeping procedures, plans for patient education and any plans for patient or Personal Caregiver home-delivery.
- 4.105 The applicant will be provided with a copy of these regulations as part of the RMD application process. Each applicant is required to sign a statement declaring that the applicant has read said regulation and that the applicant is responsible for instructing any and all Dispensary Agents who will be responsible for sales.
- 4.106 Each applicant is required to provide proof of a current RMD registration, issued by the Commonwealth of Massachusetts before a Dispensary Agent Permit and/or RMD Operating Permit can be issued by the Board of Health.
- 4.107 The issuance and maintaining a RMD Operating Permit and/or Dispensary Agent Permit shall be conditioned on an applicant's ongoing compliance with current Commonwealth of Massachusetts requirements and policies regarding marijuana sales.
- 4.108 No RMD Operating Permit Holder shall allow any Dispensary Agent to sell marijuana or marijuana infused products until such Dispensary Agent has read these regulations and applicable state laws regarding the sale of marijuana and signs a statement, a copy of which will be placed on file in the office of the RMD Operating Permit Holder, that he/she has read this regulation and applicable State Building Code and Department of Public Health Regulations on Medical Marijuana.

- 4.109 A RMD Operating Permit is non-transferable. A new owner of a RMD must apply for a new RMD Operating Permit. No new RMD Operating Permit will be issued unless and until all outstanding penalties incurred by the previous RMD Operating Permit Holder are satisfied in full.
- 4.110 Dispensary Agents must present their Dispensary Agent Permit to any law enforcement official or Board of Health agent who questions the Dispensary Agent concerning their marijuana-related activities.
- 4.111 Each RMD Operating Permit Applicant shall provide written consent from the property owner to operate a RMD in said property. A copy shall be submitted to the Board of Health as part of the RMD's application.
- 4.112 Dispensary Agents must display their RMD Operating Permits, DPH Registration Card(s) and Dispensary Agent employee authorization cards within a common area of the RMD in a conspicuous place.
- 4.113 No RMD is permitted to sell alcohol or tobacco products and must not be in possession of either a tobacco sales permit or a liquor license issued by Town of Natick.
- 4.114 No RMD is permitted to hold a food permit service permit and/or a Common Victualer's license issued by the Town of Natick for on-premises food consumption.
- 4.115 Any RMD that wishes to produce edible MIPs at their RMD must receive Board of Health approval for food processing and preparation facilities after floor plan review.
- 4.116 A separate RMD Operating Permit shall be required for each retail establishment selling marijuana and/or marijuana products for each location within the Town of Natick.
- 4.117 The cultivation, processing, distribution or sale of marijuana for medical purposes shall not exempt any person or entity from complying with all state and local laws, ordinances, regulations and policies. Nothing in these Regulations gives any immunity under federal law or poses an obstacle to federal enforcement of federal law.
- 4.118 The issuance of a RMD Operating Permit under these Regulations shall be conditioned on Registration approval by the Massachusetts Department of Public Health as required by state law and regulation. Any revocation of an RMD's state registration shall result in an automatic suspension of that RMD's Operating Permit in the Town of Natick.
- 4.119 A RMD Operating Permit Holder shall submit a copy of all DPH inspection reports to the Board of Health within five business days of the report date.
- 4.120 Issuance and maintenance of a RMD Operating Permit shall be conditioned on an applicant's consent to periodic inspections by the Board of Health to ensure compliance with these Regulations and the safety of the public health.
- 4.121 RMD Operating Permit Holders must agree to maintain a closed-circuit camera system that records all sales transactions. Any recording from the previous 24 hour period must be provided to any law enforcement official or Board of Health agent who requests such recording.
- 4.122 A RMD shall submit to the Board of Health for review its plans to provide reduced cost or free marijuana to patients with documented verified financial hardship as required by 105 CMR 725.100(A)(6).

- 4.123 A RMD Operating Permit will not be renewed if the RMD Operating Permit Holder has failed to pay all fines issued and the time period to appeal the fines has expired and/or has not satisfied any RMD Operating Permit suspensions.
- 4.124 RMD Operating Permits and Dispensary Agent Permits expire annually on December 31st and shall be valid for a maximum term of one year, renewable annually on January 1st.

4.200 Registered Marijuana Dispensary Requirements

- 4.201 No RMD will be open for business before 8:00 a.m. or later than 8:00 p.m. daily.
- 4.202 No RMD shall be located within a residential dwelling or mixed-use structure where people reside.
- 4.203 A RMD shall have a functioning sprinkler system, which shall be inspected by the Natick Fire Department; and shall comply with applicable State Building and Fire Codes.
- 4.204 The RMD Operating Permit Holder shall conspicuously post signage indicating that the entry to persons not possessing a valid Registration Card is prohibited. Such notice must be posted in a manner as to be readily seen by a person entering the RMD. Such notice shall directly face the purchaser and shall not be obstructed from view or placed at a height of less than four (4) feet or greater than nine (9) feet from the floor. All notices shall be at least forty-eight (48) square inches and must use at least two (2) contrasting colors.
- 4.205 RMDs must offer a secure patient or Personal Caregiver home delivery system that serves every address within the limits of the Town of Natick and provides patient or Personal Caregiver home delivery service to any patient or Personal Caregiver residing in the Town of Natick who requires home cultivation or suffers from a physical incapacity to access transportation as described by 105 CMR 725.035(A)(2).
- 4.206 RMDs that cultivate medical marijuana, the cultivation and processing facility shall not adversely affect the health or safety of the nearby residents or businesses by creating dust, glare, heat, noise, noxious gases, materials, processes, products or wastes. Growing areas shall be within a self-contained structure with a 1-hour firewall assembly made of green board, well ventilated with odor control and shall not create humidity or mold issues within the establishment.
- 4.207 All retail sales of medical marijuana must be face-to-face between the Dispensary Agent and the Card Holder and occur at the RMD location, unless patient or Personal Caregiver requires home delivery as outlined herein.
- 4.208 RMDs within the Town of Natick shall not be serviced by drive-thru windows.
- 4.209 No person shall distribute, or cause to be distributed, any free samples of marijuana or marijuana products. All means, instruments or devices that allow for the redemption of marijuana or marijuana products are prohibited.
- 4.210 RMDs are prohibited from using self-service displays.
- 4.211 RMDs are prohibited from using vending machines.

4.300 Security

- 4.301 The Natick Police Department Rules and Regulations regarding Security Alarms and Systems shall be followed; where this section overlaps the stricter shall be enforced. The Town of Natick Police Department must have the ability of full control over the camera operation and over all other remote access service equipment.

4.400 Minimum Requirements for Disposal of Medical Marijuana Waste

- 4.401 RMD waste must be made unusable prior to leaving a registered facility's secured storage and management area.
- 4.402 RMD waste shall be rendered unusable through the following methods:
- 4.402(a) By grinding and incorporating the medical marijuana waste with non-consumable, solid wastes listed below such that the resulting mixture is at least fifty percent (50%) non-marijuana waste: paper waste, plastic waste, cardboard waste, food waste, grease or other compostable oil waste, anaerobic composition or other compost activators, other wastes approved by the Board of Health that will render the medical marijuana waste unusable or soil.
 - 4.402(b) By incorporating the medical marijuana waste with non-consumable, recyclable solid wastes: grease or other compostable oil waste, anaerobic composition or other compost activators, or other wastes approved by the Board of Health that will make medical marijuana waste unusable.
 - 4.402(c) Once the medical marijuana waste is made unusable, the solid waste shall be:
 - 1. Disposed of as a solid waste at a solid waste site and disposal facility that has a Certificate of Designation from the local governing body and that is approved by the Department of Environmental Protection or the State of Massachusetts, or
 - 2. Deposited at a compost facility that has a Certificate of Designation from the Department of Public Health and Environment and approved by the Department of Environmental Protection or the State of Massachusetts.

Section 5 Marijuana Sales by Individuals

- 5.001 The sale of marijuana by any person outside of a RMD, or who is not a Card Holder, is prohibited and shall be punishable in accordance with the applicable state and local laws.
- 5.002 The use of marijuana by persons who are not registered qualifying patients, including Personal Caregivers who are Card Holders, shall be punishable in accordance with applicable state and local laws.

5.100 Personal Caregivers

A registered qualifying patient may designate up to two Personal Caregivers. If the registered qualifying patient has been granted a hardship to cultivation registration, the Personal Caregiver(s) may cultivate marijuana on

behalf of the registered qualifying patient at only one location registered with the Board of Health as described in the following Sections. Cultivation pursuant to a hardship cultivation registration by a Personal Caregiver constitutes consent for such inspections of the cultivation site in accordance with 105 CMR 725.020.

5.200 Hardship Cultivation

- 5.201 A registered qualifying patient shall designate up to two Personal Caregivers as outlined in 105 CMR 725.020 who shall be required to register with the Board of Health if they are to cultivate their own marijuana.
- 5.202 Personal Caregivers who cultivate within the Town of Natick shall be subject to annual cultivation inspections conducted by the Board of Health.
- 5.203 Personal Caregivers who cultivate marijuana within the Town of Natick on behalf of a registered qualifying patient shall obtain a Personal Caregiver Cultivation Permit from the Board of Health.

5.300 Registration of a Personal Caregiver Cultivation

- 5.301 Personal Caregivers who cultivate in the Town of Natick shall submit a copy of the documents provided to the State Department of Public Health as outlined in 105 CMR 725.020(A) to the Board of Health.
- 5.302 Personal Caregivers are required to update application information annually along with the appropriate fee as required by the Board of Health.
- 5.303 Personal Caregivers who cultivate medical marijuana in the Town of Natick shall apply for a Personal Caregiver Cultivation Permit with the Board of Health and shall comply with the regulations set forth in Section 5.400 herein.

5.400 Personal Caregiver Cultivation Facility Permit Regulations

- 5.401 Marijuana cultivation by a Personal Caregiver within the Town of Natick occurring inside a residential structure shall be fully enclosed and secure and shall not exceed 50 square feet regardless of how many qualified patients or Personal Caregivers reside at the premises.
- 5.402 Marijuana cultivation by a Personal Caregiver within the Town of Natick occurring inside a non-residential structure shall be in a fully enclosed, secure structure and shall not exceed 100 square feet regardless of how many qualified patients or Personal Caregivers reside or utilize the premises.
- 5.403 The residential structure shall remain at all times a residence with legal and functioning cooking, sleeping and sanitation facilities with appropriate means of ingress and egress. These rooms shall not be used for marijuana cultivation where such cultivation will prevent those rooms from their primary intended use.
- 5.404 Cultivation of medical marijuana shall only take place on impervious surfaces.
- 5.405 Medical Marijuana cultivation area, whether in a fully enclosed and secure structure or inside a residential structure, shall not be accessible to persons under the age of 18 years or to any person other than the Personal Caregiver or Cultivation Permit Holder.

- 5.406 Written consent of the property owner to cultivate medical marijuana within the residential structure shall be obtained and shall be kept on the premises and available for inspection by the Board of Health, its subsidiary programs or designees, the Natick Building Department and the Natick Police Department.
- 5.407 A portable fire extinguisher that complies with the regulations and standards adopted by the State Fire Marshall and applicable law shall be kept in the fully enclosed and secure structure used for cultivation. If cultivation occurs in a residential structure, a portable fire extinguisher shall be kept in the same room as where the cultivation occurs.
- 5.408 Personal Caregiver Cultivation Facilities shall have a functioning sprinkler system and inspected by the Natick Fire Department prior to cultivation of medical marijuana.
- 5.409 Personal Caregiver Cultivation Facilities, including those under the hardship cultivation registration found in 105 CMR 725.035 shall comply with the State Building Code 780 CMR.

Section 6 Removal and Closure of a Registered Marijuana Dispensary (RMD) or Personal Caregiver Cultivation Establishment

6.100 Abandonment

A RMD or Personal Caregiver Cultivation Facility shall be considered abandoned when the facility ceases cultivation activities for more than one year. If the RMD Operating Permit Holder or Personal Caregiver Cultivation Permit Holder fails to remove the cultivation facility in accordance with the requirements herein within 150 days of abandonment or the proposed date of decommissioning the facility, the Town may, upon obtaining any required court order or warrant, enter the property and physically remove the cultivation installations, structures, equipment, security equipment and any accessories related to marijuana cultivation at the expense of the RMD Operating Permit Holder or Personal Caregiver Cultivation Permit Holder.

6.200 Removal Procedure

Any RMD or Personal Caregiver Cultivation Facility, which is proposed to be closed or discontinued, shall be cleaned to a condition prior to the establishment of the facility as such. The RMD Operating Permit Holder or Personal Caregiver Cultivation Permit Holder shall clean the facility no more than 150 days after the date of abandonment or the proposed date of de-commissioning the facility. The RMD Operating Permit Holder or Personal Caregiver Permit Holder shall notify the Board of Health by certified mail of the intended date to close or discontinuance of cultivation.

6.300 Closure or Discontinued Cultivation

- 6.301 All cultivation installations, structures, equipment, security equipment and any accessories directly related to cultivation activities shall be removed from the facility and properly disposed of by the RMD Operating Permit Holder or Personal Caregiver Cultivation Permit Holder.
- 6.302 Disposal of all solid and hazardous waste shall be in accordance with local, state and federal waste disposal regulations.

6.400 Financial Security

A RMD Operating Permit Holder or Personal Caregiver Permit Holder shall provide a non-cancellable surety bond or other form of surety approved by the Board of Health to cover the cost of removal, closure and/or clean-up in the event the Town must remove, close and/or clean-up a RMD or cultivation facility. The amount and form of the surety bond or any other form of surety shall be determined by the Board of Health, but in no event shall exceed more than 150 percent of the cost of removal, closure and/or clean-up. The RMD Operating Permit Holder or Personal Caregiver Cultivation Permit Holder shall submit a fully inclusive estimate of the costs associated with the removal, closure and/or clean-up, prepared by a qualified Hazardous Waste Remediation Contractor. The amount shall include a mechanism for calculating increased costs due to inflation.

Section 7 Marijuana Possession

- 7.001 A Card Holder must present his/her Registration Card to any law enforcement official who questions the patient or caregiver regarding his/her possession or use of marijuana.
- 7.002 A Card Holder must not have in their possession an amount of marijuana that exceeds his/her sixty-day supply.
- 7.003 Growing marijuana is prohibited except for those possessing a valid Hardship Cultivation Registration issued by the Commonwealth of Massachusetts or by a Registered Marijuana Dispensary.

Section 8 Marijuana Use

- 8.001 The smoking of any marijuana is prohibited in locations governed by the Massachusetts Smoke-Free Workplace Law (MGL Ch. 270, ss. 22) and by any local laws, by-laws or regulations that further ban smoking.
- 8.002 The use of marijuana by all persons, including Card Holders, is prohibited in public schools, on public school grounds and on public school buses.
- 8.003 The use of marijuana is prohibited in all public locations and shall not be used in places where tobacco is prohibited.

Section 9 Fee Schedule

Dispensary Agent Permit
\$100, annually

Registered Marijuana Dispensary Operating Permit
\$500, annually

Initial Registered Marijuana Dispensary Operating Permit
\$1000

Personal Caregiver
\$50, annually

Hardship cultivation Permit/Personal Caregiver Cultivation Permit
\$100, annually

Personal Caregiver Cultivation Facility
\$100, annually

Initial Personal Caregiver Cultivation Facility
\$500

Section 10 Enforcement

- 10.001 Enforcement of these regulations shall be by the Board of Health or its designated agent(s).
- 10.002 Any resident or person who desires to register a complaint pursuant to this regulation may do so by contacting the Board of Health or its designated agents(s). Unscheduled inspections may be conducted.
- 10.003 No provision clause or sentence of this section of this regulation shall be interpreted as prohibiting the Board of Health from suspending or revoking any license or permit issued by and within the jurisdiction of such. The Board of Health may file a complaint in any court of competent jurisdiction and/or pursue any other remedy as warranted by laws to enforce the provisions of this regulation.

Section 11 Violations

- 11.001 It shall be the responsibility of the RMD Operating Permit Holder, Dispensary Agent Permit Holder, Personal Caregiver Permit Holder and/or Personal Caregiver Cultivation Permit Holder to ensure compliance with all applicable sections of this regulation.
- 11.002 Violations of these regulations shall be as follows:
 - a. In the case of a first violation, a fine of three hundred dollars (\$300.00)
 - b. In the case of second violation within twenty four (24) months of the date of current violation, a fine of three hundred dollars (\$300.00) and the Permit suspended for seven (7)) consecutive business days.
 - c. In the case of three or more violations within a twenty four (24) month period, a fine of three hundred dollars (\$300.00) and the Permit shall be suspended for thirty (30) consecutive business days.
- 11.003 Refusal to cooperate with inspections pursuant to this regulation shall result in the suspension of the Permit for thirty (30) consecutive business days.
- 11.004 In addition to monetary fines set above, any Permit Holder who engages in the sale or distribution of marijuana or marijuana products while his/her License or Permit is suspended shall be subject to the suspension of all Town of Natick issued permits and licenses for thirty (30) consecutive business days.
- 11.005 The Natick Board of Health shall provide notice of the intent to suspend a Permit, which notice shall contain the reasons therefore and establish a time and date for a hearing which date shall be no earlier

than seven (7) days after the date of said notice. The Permit Holder or its business agent shall have an opportunity to be heard at such a hearing and shall be notified of the Board of Health's decision and the reasons therefore in writing. After a hearing, the Town of Natick shall suspend the Permit if the Town of Natick finds that a violation of this regulation occurred. For purposes of such suspensions, the Town of Natick shall make the determination notwithstanding any separate criminal or non-criminal proceedings brought in court hereunder or under the Massachusetts General Laws for the same offense. All marijuana and marijuana products shall be removed from the retail establishment upon suspension of the Permit. Failure to remove all marijuana and marijuana products shall constitute a separate violation of the regulation.

11.006 Any individual or person who violates Sections 7 & 8 of this regulation shall be subject to a penalty of one hundred dollars (\$100.00) for each violation.

Section 12 Non-Criminal Disposition

Whoever violates any provision of this regulation may be penalized by non-criminal method of disposition as provided in Massachusetts General Laws, Chapter 40, Section 21D or by filing a criminal Complaint at the appropriate venue. Each day any violation exists shall be deemed to be a separate offense.

Section 13 Severability

If any of these regulations is declared invalid or unenforceable, the other provisions shall not be affected thereby but shall continue in full force and effect.

Section 14 Effective Date

This regulation shall take effect by vote of the Board of Health at its regularly scheduled meeting held on June 23, 2014, and is to be in full force and effect immediately upon adoption.

This regulation or any portion thereof may be amended, supplemented or repealed by the Board, with notice as provided by law, on its own motion or by petition.



Peter A. Delli Colli, DMD



Ian L. Wong, MSPH



Donald J. Breda, PE

A True Copy
Attest:



Town Clerk, Natick

105 CMR 725.000: IMPLEMENTATION OF AN ACT FOR THE HUMANITARIAN MEDICAL USE OF MARIJUANA

Section

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- 725.700: Waivers
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725.001: Purpose

The purpose of 105 CMR 725.000 is to implement St. 2012, c. 369: *An Act for the Humanitarian Medical Use of Marijuana*.

725.002: Scope

105 CMR 725.000 applies to every person who:

- (A) Seeks to register or registers with the Department as a healthcare provider, registered qualifying patient, personal caregiver, institutional caregiver or for hardship cultivation;

725.002: continued

(B) Is a healthcare provider who seeks to certify or certifies that a person has a debilitating medical condition; or

(C) Seeks to register or registers with the Department as a Registered Marijuana Dispensary (RMD) or dispensary agent, including such RMD's board members, directors, employees, executives, managers, and volunteers; a caregiving institution; or an independent testing laboratory or laboratory agent.

725.004: Definitions

For the purposes of 105 CMR 725.000, the following terms shall have the following meanings:

Act means St. 2012, c. 369: *An Act for the Humanitarian Medical Use of Marijuana*.

Arming Station means a device that allows control of a security alarm system.

Bona Fide Healthcare Provider-patient Relationship means a relationship between a certifying healthcare provider, acting in the usual course of his or her professional practice, and a patient in which the healthcare provider has conducted a clinical visit, completed and documented a full assessment of the patient's medical history and current medical condition, has explained the potential benefits and risks of marijuana use, and has a role in the ongoing care and treatment of the patient.

Card Holder means a registered qualifying patient, personal caregiver, laboratory agent, or dispensary agent of an RMD who has been issued and possesses a valid registration card.

Caregiver means a personal caregiver or institutional caregiver.

Caregiving Institution means a hospice program, long term care facility, or hospital duly licensed or certified by the Department of Public Health providing care to a registered qualifying patient on the premises of the facility or through a hospice program.

Certificate of Registration means the certificate issued by the Department that confirms that an RMD, caregiving institution or independent testing laboratory has met all applicable requirements pursuant to St. 2012, c. 369 and 105 CMR 725.000 and is registered by the Department. An RMD may be eligible for a provisional or final certificate of registration.

Certifying Certified Nurse Practitioner means a Massachusetts licensed certified nurse practitioner (CNP) licensed pursuant to 244 CMR 4.00: *Advanced Practice Registered Nursing*, who certifies that in his or her professional opinion, the potential benefits of the medical use of marijuana would likely outweigh the health risks for a qualifying patient.

Certifying Healthcare Provider means a certifying CNP or a certifying physician.

Certifying Physician means a Massachusetts licensed physician (Medical Doctor or Doctor of Osteopathy) who certifies that in his or her professional opinion, the potential benefits of the medical use of marijuana would likely outweigh the health risks for a qualifying patient.

Commercially Available Candy means any product that is manufactured and packaged in the form of bars, drops, or pieces and that includes a sweetened mixture of chocolate, caramel, nougat, nuts, fruit, cream, honey, marshmallow or any similar combination to create a dessert-like confection.

Commissioner means the Commissioner of Public Health or the Commissioner's designee.

Debilitating means causing weakness, *cachexia*, wasting syndrome, intractable pain, or nausea, or impairing strength or ability, and progressing to such an extent that one or more of a patient's major life activities is substantially limited.

725.004: continued

Debilitating Medical Condition means cancer, glaucoma, positive status for human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS), hepatitis C, amyotrophic lateral sclerosis (ALS), Crohn's disease, Parkinson's disease, and multiple sclerosis (MS), when such diseases are debilitating, and other debilitating conditions as determined in writing by a qualifying patient's healthcare provider.

Department means the Massachusetts Department of Public Health.

Dispensary Agent means a board member, director, employee, executive, manager, or volunteer of an RMD, who is 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to an RMD related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

Duress Alarm means a silent security alarm system signal generated by the entry of a designated code into an arming station in order to signal that the alarm user is being forced to turn off the system.

Edible Marijuana-infused Products (Edible MIPs) means a Marijuana-infused Product (MIP) that is to be consumed by eating or drinking.

Enclosed, Locked Area means a closet, room, greenhouse, or other indoor or outdoor area equipped with locks or other security devices, accessible only to dispensary agents, registered qualifying patients, or caregivers.

Executive means the chair of a board of directors, chief executive officer, executive director, president, senior director, other officer, and any other executive leader of an RMD.

Final RMD Certificate of Registration means a certificate issued by the Department confirming that an RMD has passed all inspection required by the Department and may commence cultivation of marijuana.

Flowering means the gametophytic or reproductive state of marijuana in which the plant produces flowers, trichomes, and *cannabinoids* characteristic of marijuana.

Hardship Cultivation Registration means a registration issued to a registered qualifying patient under the requirements of 105 CMR 725.035.

Healthcare Provider means a certifying physician or certifying CNP qualified under 105 CMR 725.000, to issue written certifications for the medical use of marijuana.

Holdup Alarm means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

Immediate Family Member means a spouse, parent, child, grandparent, grandchild, or sibling, including in-laws.

Independent Testing Laboratories means laboratories qualified to test marijuana in compliance with 105 CMR 725.000, and M.G.L. c. 94C, § 34.

Institutional Caregiver means an employee of a hospice program, long term care facility, or hospital providing care to a registered qualifying patient on the premises of a long term care facility, hospital or through a hospice program.

Known Allergen means milk, egg, fish, crustacean shellfish, tree nuts, wheat, peanuts, and soybeans, or such other allergen identified by the Department.

Laboratory Agent means an employee of an independent testing laboratory who transports or tests marijuana.

Life-limiting Illness means a debilitating medical condition that does not respond to curative treatments, where reasonable estimates of prognosis suggest death may occur within two years.

Limited Access Area means a building, room, or other indoor or outdoor area on the registered premises of an RMD where marijuana, MIPs, or marijuana by-products are cultivated, stored, weighed, packaged, processed, or disposed, under control of an RMD, with access limited to only those dispensary agents designated by the RMD.

Marijuana means all parts of the plant *Cannabis sativa L.*, whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include marijuana rendered unusable in accordance with 725.105(J)(3)(c), the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil, or cake or the sterilized seed of the plant which is incapable of germination. Marijuana also includes MIPs except where the context clearly indicates otherwise.

Massachusetts Resident means a person whose primary residence is located in Massachusetts.

Marijuana-infused Product (MIP) means a product infused with marijuana that is intended for use or consumption including, but not limited to, edible products, ointments, aerosols, oils, and tinctures. These products, when created or sold by an RMD, shall not be considered a food or a drug as defined in M.G.L. c. 94, § 1.

Medical Marijuana Treatment Center means an entity registered under 105 CMR 725.100, to be known as a registered marijuana dispensary (RMD), that acquires, cultivates, possesses, processes (including development of related products such as edible MIPs, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of marijuana.

Panic Alarm means an audible security alarm system signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring a law enforcement response.

Paraphernalia means "drug paraphernalia" as defined in M.G.L. c. 94C, § 1.

Person means an individual or an entity.

Personal Caregiver means a person, registered by the Department, who is at least 21 years old, who has agreed to assist with a registered qualifying patient's medical use of marijuana, and is not the registered qualifying patient's certifying healthcare provider. A visiting nurse, personal care attendant, or home health aide providing care to a registered qualifying patient may serve as a personal caregiver, including to patients younger than 18 years old as a second caregiver.

Propagation means the reproduction of marijuana plants by seeds, cuttings, or grafting.

Production Area means any limited access area within the RMD where marijuana is handled or produced in preparation for sale.

Provisional RMD Certificate of Registration means a certificate issued by the Department confirming that an RMD has completed the application process.

Qualifying Patient means a Massachusetts resident 18 years of age or older who has been diagnosed by a Massachusetts licensed healthcare provider as having a debilitating medical condition, or a Massachusetts resident younger than 18 years old who has been diagnosed by two Massachusetts licensed certifying physicians, at least one of whom is a board-certified pediatrician or board-certified pediatric subspecialist, as having a debilitating medical condition that is also a life-limiting illness, subject to 105 CMR 725.010(J).

Real-time Inventory means using a single electronic system to capture everything that happens to an individual marijuana plant, from seed and cultivation, through growth, harvest and preparation of MIPs, if any, to final sale of finished products. This system shall chronicle every step, ingredient, activity, transaction, and dispensary agent, registered qualifying patient, or personal caregiver who handles, obtains, or possesses the product. This system shall utilize a unique plant identification and unique batch identification.

Registered Qualifying Patient means a qualifying patient who has applied for and received a registration card from the Department.

Registrant means the holder of a registration card or a certificate of registration, or a certifying healthcare provider registered with the Department.

Registration Card means a Medical Use of Marijuana Program identification card issued by the Department to a registered qualifying patient, personal caregiver, institutional caregiver, dispensary agent, or laboratory agent. The registration card facilitates verification of an individual registrant's status. The registration card allows access into appropriate elements of a Department-supported, interoperable database in which detailed information regarding certifications and possession criteria are stored. The registration card facilitates identification for the Department and law enforcement authorities, of those individuals who are exempt from Massachusetts criminal and civil penalties for the medical use of marijuana in compliance with 105 CMR 725.000 and St. 2012, c. 369.

Usable Marijuana means the fresh or dried leaves and flowers of the female marijuana plant and any mixture or preparation thereof, including MIPs, but does not include the seedlings, seeds, stalks, roots of the plant, or marijuana rendered unusable in accordance with 725.105(J)(3)(c).

Vegetation means the sporophytic state of the marijuana plant, which is a form of asexual reproduction in plants during which plants do not produce resin or flowers and are bulking up to a desired production size for flowering.

Verified Financial Hardship means that an individual is a recipient of MassHealth, or Supplemental Security Income, or the individual's income does not exceed 300% of the federal poverty level, adjusted for family size.

Visitor means an individual, other than a dispensary agent, authorized by the RMD to be on the premises of an RMD for a purpose related to RMD operations and consistent with the objectives of St. 2012, c. 369 and 105 CMR 725.000.

Written Certification means a form submitted to the Department by a Massachusetts licensed certifying healthcare provider describing the qualifying patient's pertinent symptoms, specifying the patient's debilitating medical condition, and stating that in the physician's professional opinion the potential benefits of the medical use of marijuana would likely outweigh the health risks for the patient.

60-day Supply means that amount of marijuana, or equivalent amount of marijuana in MIPs, that a registered qualifying patient would reasonably be expected to need over a period of 60 calendar days for his or her personal medical use, which is ten ounces, subject to 105 CMR 725.010(I).

725.005: Registration of Certifying Physicians

- (A) A physician who wishes to issue a written certification for a qualifying patient shall have at least one established place of practice in Massachusetts and shall hold:
- (1) An active full license, with no prescribing restriction, to practice medicine in Massachusetts; and
 - (2) A Massachusetts Controlled Substances Registration from the Department.
- (B) To register as a certifying physician, a physician shall submit, in a form and manner determined by the Department, the physician's:
- (1) Full name and business address;
 - (2) License number issued by the Massachusetts Board of Registration in Medicine;
 - (3) Massachusetts Controlled Substances Registration number; and
 - (4) Any other information required by the Department.
- (C) Once registered by the Department, a certifying physician will retain indefinitely a registration to certify a debilitating medical condition for a qualifying patient unless:
- (1) The physician's license to practice medicine in Massachusetts is suspended, revoked, or restricted with regard to prescribing, or the physician has voluntarily agreed not to practice medicine in Massachusetts;
 - (2) The physician's Massachusetts Controlled Substances Registration is suspended or revoked;
 - (3) The physician has fraudulently issued a written certification of a debilitating medical condition;
 - (4) The physician has certified a qualifying patient for a debilitating medical condition on or after July 1, 2014, without appropriate completion of continuing professional development credits pursuant to 105 CMR 725.010(A); or
 - (5) The physician surrenders his or her registration.
- (D) After registering, a certifying physician is responsible for notifying the Department, in a form and manner determined by the Department, within five business days after any changes to the physician's information.

725.006: Registration of Certifying Certified Nurse Practitioners

- (E) A certifying CNP who wishes to issue a written certification for a qualifying patient shall have at least one established place of practice in Massachusetts and shall hold:
- (1) An active full license, with no prescribing restriction, to practice nursing in Massachusetts;
 - (2) A board authorization by the Massachusetts Board of Registration in Nursing to practice as a CNP; and
 - (3) A Massachusetts Controlled Substances Registration from the Department.
- (F) To register as a certifying CNP, a CNP shall submit, in a form and manner determined by the Department, the certifying CNP's:
- (1) Full name and business address;
 - (2) License number issued by the Massachusetts Board of Registration in Nursing;
 - (3) Board Authorization by the Massachusetts Board of Registration in Nursing;
 - (4) Massachusetts Controlled Substances Registration number;
 - (5) An attestation by the supervising physician for the CNP that the CNP is certifying patients for medical use of marijuana pursuant to the mutually agreed upon guidelines between the CNP and physician supervising the CNP's prescriptive practice; and
 - (6) Any other information required by the Department.
- (G) Once registered by the Department, a certifying CNP will retain indefinitely a registration to certify a debilitating medical condition for a qualifying patient unless:
- (1) The CNP's license to practice nursing in Massachusetts is suspended, revoked, or restricted with regard to prescribing, or the CNP has voluntarily agreed not to practice nursing in Massachusetts;
 - (2) The CNP's Board Authorization to practice as an advanced practice nurse in Massachusetts is suspended, revoked or restricted with regard to prescribing;

- (3) The CNP's Massachusetts Controlled Substances Registration is suspended or revoked;
- (4) The CNP has fraudulently issued a written certification of a debilitating medical condition;
- (5) The CNP has certified a qualifying patient for a debilitating medical condition without appropriate completion of continuing professional development credits pursuant to 105 CMR 725.010(A); or
- (6) The CNP surrenders his or her registration.

(H) After registering, a certifying CNP is responsible for notifying the Department, in a form and manner determined by the Department, within five business days after any changes to the CNP's information including, but not limited to, changes to his or her supervising physician.

725.010: Written Certification of a Debilitating Medical Condition for a Qualifying Patient

(A) A certifying physician issuing a written certification on or after July 1, 2014, must have completed a minimum of 2.0 Category 1 continuing professional development credits as defined in 243 CMR 2.06(6)(a)1: *Category 1*. A certifying CNP issuing a written certification on or after July 1, 2014, must have completed a minimum of one program meeting the requirements of 244 CMR 5.00: *Continuing Education* and 6.00: *Approval of Nursing Education Programs and the General Conduct Thereof*. Such programs must explain the proper use of marijuana, including side effects, dosage, and contraindications, including with psychotropic drugs, as well as on substance abuse recognition, diagnosis, and treatment related to marijuana.

(B) A certifying physician issuing a written certification shall comply with generally accepted standards of medical practice, including regulations of the Board of Registration in Medicine at 243 CMR 1.00 through 3.00. A certifying CNP issuing a written certification shall comply with generally accepted standards of nursing practice, including regulations of the Board of Registration in Nursing at 244 CMR 9.00: *Standards of Conduct*.

(C) A certifying healthcare provider may not delegate to any other healthcare professional or any other person, authority to diagnose a patient as having a debilitating medical condition.

(D) A certifying healthcare provider may issue a written certification only for a qualifying patient with whom the healthcare provider has a *bona fide* healthcare provider-patient relationship.

(E) Before issuing a written certification, a certifying healthcare provider must utilize the Massachusetts Prescription Monitoring Program, unless otherwise specified by the Department, to review the qualifying patient's prescription history.

(F) A patient who has had a diagnosis of a debilitating medical condition in the past but does not have an active condition, unless the symptoms related to such condition are mitigated by marijuana for medical use, and is not undergoing treatment for such condition is not suffering from a debilitating medical condition for which the medical use of marijuana is authorized.

(G) An initial written certification submitted before a clinical visit is prohibited. A renewal written certification may be submitted after a clinical visit or a telephonic consultation, however a clinical visit must occur no less than once per year.

(H) A certification must indicate the time period for which the certification is valid, and shall not be less than 15 calendar days or longer than one year.

(I) A certifying healthcare provider may determine and certify that a qualifying patient requires an amount of marijuana other than ten ounces as a 60-day supply and shall document the amount and the rationale in the medical record and in the written certification. For that qualifying patient, that amount of marijuana constitutes a 60-day supply.

(J) A qualifying patient who is younger than 18 years old and has been diagnosed by two Massachusetts licensed certifying physicians, at least one of whom is a board-certified pediatrician or a board-certified pediatric subspecialist, with a debilitating life-limiting illness, may receive a written certification, provided however that the physicians may certify a qualifying patient who is younger than 18 years old who has a debilitating medical condition that is not a life-limiting illness if those physicians determine that the benefits of the medical use of marijuana outweigh the risks. This must include a discussion of the potential negative impacts on neurological development with the parent or legal guardian of the qualifying patient, written consent of the parent or legal guardian, and documentation of the rationale in the medical record and the written certification.

(K) A certifying healthcare provider, and such healthcare provider's co-worker, employee, or immediate family member, shall not:

- (1) Have ever directly or indirectly accepted or solicited from, or offered to an RMD, a board member or executive of an RMD, any RMD personnel, or any other person associated with an RMD, or a personal caregiver, anything of value;
- (2) Offer a discount or any other thing of value to a qualifying patient based on the patient's agreement or decision to use a particular personal caregiver or RMD;
- (3) Examine or counsel a patient, or issue a written certification, at an RMD;
- (4) Have a direct or indirect financial interest in an RMD; or
- (5) Directly or indirectly benefit from a patient obtaining a written certification, which shall not prohibit the healthcare provider from charging an appropriate fee for the clinical visit.

(L) A certifying healthcare provider shall not issue a written certification for himself or herself or for his or her immediate family members.

(M) A certifying healthcare provider issuing a written certification for his or her employees or co-workers shall do so in accordance with 105 CMR 725.010, including conducting a clinical visit, completing and documenting a full assessment of the patient's medical history and current medical condition, explaining the potential benefits and risks of marijuana use, and maintaining a role in the ongoing care and treatment of the patient.

(N) A written certification shall be issued in a form and manner determined by the Department.

725.015: Registration of Qualifying Patients

(A) To obtain a registration card, a qualifying patient shall submit, in a form and manner determined by the Department, the following:

- (1) The qualifying patient's full name, date of birth, address, telephone number, and email address if any, and a statement indicating his or her age and that his or her primary residence is in Massachusetts:
 - (a) If the qualifying patient is younger than 18 years old, an attestation from a parent or legal guardian granting permission for the child to register with the Department; and
 - (b) If the qualifying patient is younger than 18 years old, that qualifying patient must have a designated personal caregiver, who shall be his or her parent or legal guardian.
- (2) Written certification(s) for the qualifying patient from the qualifying patient's certifying healthcare provider(s);
- (3) Full name, address, and telephone number of the qualifying patient's certifying healthcare provider(s);
- (4) Full name, date of birth, and address of the qualifying patient's personal caregiver(s), if any;
- (5) A statement of whether the qualifying patient will be applying for a hardship cultivation registration;
- (6) A copy of the qualifying patient's Massachusetts driver's license, government-issued identification card, or other verifiable identity document acceptable to the Department, except in the case of a qualifying patient younger than 18 years old who does not have to comply with such requirement;

- (7) A non-refundable registration fee. If the fee poses a verified financial hardship, the qualifying patient may request a waiver of the fee in a form and manner determined by the Department;
- (8) Written acknowledgement of the limitations on his or her authorization to cultivate, possess, and use marijuana for medical purposes in the Commonwealth;
- (9) An attestation that the registered qualifying patient will not engage in the diversion of marijuana and that the patient understands that protections conferred by St. 2012, c. 369 for possession of marijuana for medical use are applicable only within Massachusetts; and
- (10) Any other information required by the Department.

(B) A registration card will be valid for one year from the date of issue, and may be renewed, in a form and manner determined by the Department, by meeting the requirements in 105 CMR 725.015(A).

(C) A qualifying patient who received written certification from a physician prior to the effective date of 105 CMR 725.000, or prior to the Department accepting applications for qualifying patient registrations, and who used that written certification as his or her qualifying patient registration card, must apply for a registration card according to the procedures set out in 105 CMR 725.015 no later than January 1, 2014, unless otherwise specified by the Department; however the initial certification will remain valid until the application for the registration card is approved or denied by the Department.

(D) After obtaining a registration card, a qualifying patient is responsible for notifying the Department, in a form and manner determined by the Department, within five business days after any change to the information that he or she was previously required to submit to the Department, or after he or she discovers that his or her registration card has been lost or stolen.

(E) A registered qualifying patient must carry his or her registration card at all times while in possession of marijuana.

725.020: Registration of Personal Caregivers

(A) To obtain a registration card for a personal caregiver, a registered qualifying patient shall submit, in a form and manner determined by the Department, the following:

- (1) The personal caregiver's full name, date of birth, address, telephone number, and email address if any, and a statement that the individual is 21 years of age or older;
- (2) Full name, date of birth, and address of the registered qualifying patient for whom the personal caregiver will be providing assistance with the use of marijuana for medical purposes;
- (3) A copy of the personal caregiver's driver's license, government-issued identification card, or other verifiable identity document acceptable to the Department;
- (4) A statement of whether the caregiver will be cultivating marijuana for the patient, and at what address, if the patient is granted a hardship cultivation registration;
- (5) Written acknowledgement by the personal caregiver of the limitations on his or her authorization to cultivate, possess, and dispense to his or her registered qualifying patient, marijuana for medical purposes in the Commonwealth;
- (6) An attestation by the personal caregiver that he or she will not engage in the diversion of marijuana and that he or she understands that protections conferred by St. 2012, c. 369 for possession of marijuana for medical use are applicable only within Massachusetts; and
- (7) Any other information required by the Department.

(B) An individual must be granted a registration card by the Department prior to serving as a personal caregiver for any registered qualifying patient.

(C) With respect to a personal caregiver who was registered with the Department prior to the effective date of 105 CMR 725.000, or prior to the Department accepting qualifying patient and personal caregiver registrations, his or her registered qualifying patient must apply for a registration card according to the procedures set out in 105 CMR 725.020(A) no later than January 1, 2014, unless otherwise specified by the Department; however the initial certification will remain valid until the application for the registration card is approved or denied by the Department.

(D) Except in the case of a visiting nurse, home health aide, personal care attendant, or immediate family member of more than one registered qualifying patient, an individual may not serve as a personal caregiver for more than one registered qualifying patient at one time.

(E) A registered qualifying patient may designate up to two personal caregivers. If the registered qualifying patient has been granted a hardship cultivation registration, the personal caregiver(s) may cultivate marijuana on behalf of the registered qualifying patient at only one location. Cultivation pursuant to a hardship cultivation registration by a personal caregiver constitutes consent for such inspection of the cultivation site.

(F) A registered qualifying patient may add a second caregiver or change personal caregiver(s) by providing notification in a form and manner determined by the Department, and providing the information required in 105 CMR 725.020(A) for registration of personal caregivers.

(G) A registration card will be valid for one year from the date of issue, and may be renewed, in a form and manner determined by the Department, by meeting the requirements in 105 CMR 725.020(A).

(H) After obtaining a registration card, the personal caregiver is responsible for notifying the Department, in a form and manner determined by the Department, within five business days after any change to the information that his or her registered qualifying patient was previously required to submit to the Department, or after the personal caregiver discovers that his or her registration card has been lost or stolen.

(I) A personal caregiver must carry his or her registration card at all times while in possession of marijuana.

725.021: Registration of Caregiving Institutions

(A) Prior to facilitating the medical use of marijuana to a registered qualifying marijuana patient, a hospice program, long term care facility, or hospital shall obtain a certificate of registration as a caregiving institution. To obtain a certificate of registration as a caregiving institution, the institution shall submit, in a form and manner determined by the Department, the following:

- (1) The name, address, telephone number of the institution, as well as telephone number and email address for the primary contact person for that caregiving institution;
- (2) A copy of the caregiving institution's current facility licensure or certification from the Commonwealth of Massachusetts;
- (3) Written acknowledgement by the authorized signatory of the caregiving institution of the limitations on the institution's authorization to cultivate, possess, and dispense to registered qualifying patients, marijuana for medical purposes in the Commonwealth;
- (4) A non-refundable registration fee, as required by the Department;
- (5) An attestation by the authorized signatory of the caregiving institution that employees of the caregiving institution will not engage in the diversion of marijuana and that he or she understands that protections conferred by St. 2012, c. 369 for possession of marijuana for medical use are applicable only within Massachusetts; and
- (6) Any other information required by the Department.

(B) A caregiving institution must be granted a certificate of registration by the Department prior to serving as a caregiving institution for any registered qualifying patient.

(C) An employee of the caregiving institution may serve as a caregiver for more than one registered qualifying patient at onetime.

(D) An employee of the caregiving institution may not cultivate marijuana for a registered qualifying patient under the care of the caregiving institution.

(E) A caregiving institution must maintain records on all marijuana received by the institution on behalf of a registered qualifying patient and the administration of such marijuana to the registered qualifying patient, and such records should be produced to the Department upon request as permitted by law.

(F) A certificate of registration for a caregiving institution will remain valid unless and until the caregiving institution's current facility licensure or certification from the Commonwealth of Massachusetts is no longer active, or is suspended, revoked, or restricted.

725.022: Registration of Institutional Caregivers

(A) A caregiving institution shall apply for an institutional caregiver registration for all employees that will be facilitating a registered qualifying patient's use of marijuana for medical purposes. All such individuals must be 21 years of age or older.

(B) A caregiving institution seeking registration of an institutional caregiver shall file an application, in a form and manner determined by the Department, which shall include:

- (1) The full name, date of birth, and address of the individual;
- (2) Written acknowledgment by the individual of the limitations on his or her authorization to possess, transport, and facilitate the use of marijuana for medical purposes in the Commonwealth;
- (3) Written acknowledgment by the individual of the prohibition against cultivation in his or her role as an institutional caregiver;
- (4) A copy of the institutional caregiver's driver's license, government-issued identification card, or other verifiable identity document acceptable to the Department;
- (5) An attestation that the individual will not engage in the diversion of marijuana;
- (6) A non-refundable application fee, as required by the Department; and
- (7) Any other information required by the Department.

(C) A caregiving institution must notify the Department no more than one business day after an institutional caregiver ceases to be associated with the caregiving institution. The institutional caregiver's registration shall be immediately void when he or she is no longer associated with the caregiving institution.

(D) A registration card will be valid for one year from the date of issue, and may be renewed, in a form and manner determined by the Department, on an annual basis by meeting the requirements in 105 CMR 725.022(A) and (B).

(E) After obtaining a registration card for an institutional caregiver, a caregiving institution is responsible for notifying the Department, in a form and manner determined by the Department, as soon as possible, but in any event, within five business days after any changes to the information that the caregiving institution was previously required to submit to the Department, or after discovery that a registration card has been lost or stolen.

(F) An institutional caregiver must carry his or her registration card at all times while in possession of marijuana.

(G) An institutional caregiver affiliated with multiple caregiving institutions must be registered as an institutional caregiver by each caregiving institution.

725.025: Responsibilities of Caregivers

(A) Personal Caregivers.

- (1) A personal caregiver may:
 - (a) Transport a registered qualifying patient to and from an RMD;
 - (b) Obtain and transport marijuana from an RMD on behalf of a registered qualifying patient;
 - (c) Cultivate marijuana on behalf of a registered qualifying patient who has obtained a hardship cultivation registration unless the personal caregiver is a visiting nurse, personal care attendant, or home health aide serving as a personal caregiver;
 - (d) Prepare marijuana for consumption by a registered qualifying patient; and
 - (e) Administer marijuana to a registered qualifying patient.
- (2) A personal caregiver may not:
 - (a) Consume, by any means, marijuana that has been dispensed to or cultivated on behalf of a registered qualifying patient;
 - (b) Sell or otherwise divert marijuana that has been dispensed to or cultivated on behalf of a registered qualifying patient;
 - (c) Cultivate marijuana for the personal caregiver's own use, unless the personal caregiver is also a registered qualifying patient who has obtained a hardship cultivation registration;
 - (d) Cultivate marijuana for purposes of selling or providing marijuana to anyone other than the registered qualifying patient;
 - (e) Allow a registered qualifying patient who is younger than 18 years old to possess marijuana at any time when not in the presence of the personal caregiver;
 - (f) Cultivate marijuana for registered qualifying patient if the personal caregiver is a visiting nurse, personal care attendant, or home health aide serving as a personal caregiver; or
 - (g) Receive payment or other compensation for services rendered as a personal caregiver other than reimbursement for reasonable expenses incurred in the provision of services as a caregiver, provided however that a caregiver's time is not considered a reasonable expense. In the case of a visiting nurse, personal care attendant, or home health aide serving as a personal caregiver, such person may not receive payment or compensation above and beyond his or her regular wages.
- (3) A personal caregiver must notify the Department within five calendar days upon the death of a personal caregiver's registered qualifying patient.

(B) Institutional Caregivers.

- (1) An institutional caregiver may:
 - (a) Receive marijuana delivered to the caregiving institution for a registered qualifying patient;
 - (b) Prepare marijuana for consumption by a registered qualifying patient; and
 - (c) Administer marijuana to a registered qualifying patient or facilitate consumption of marijuana for medical use by the qualifying patient.
- (2) An institutional caregiver may not:
 - (a) Consume, by any means, marijuana that has been dispensed to or cultivated on behalf of a registered qualifying patient;
 - (b) Sell, provide, or otherwise divert marijuana that has been dispensed to or cultivated on behalf of a registered qualifying patient;
 - (c) Cultivate marijuana for a registered qualifying patient; or
 - (d) Allow a registered qualifying patient who is younger than 18 years old to possess marijuana at any time when not in the presence of a caregiver.
 - (e) Receive payment or compensation above and beyond his or her regular wages.
- (3) An institutional caregiver must notify his or her employing caregiving institution of any changes in his or her registration information within 24 hours of the change.

725.030: Registration of Dispensary Agents

(A) An RMD shall apply for dispensary agent registration for all board members, directors, employees, executives, managers, and volunteers who are associated with that RMD. All such individuals must:

- (1) Be 21 years of age or older; and

(2) Have not been convicted of a felony drug offense in the Commonwealth, or a like violation of the laws of another state, the United States or a military, territorial, or Indian tribal authority.

(B) An application for registration of a dispensary agent, in a form and manner determined by the Department, shall include:

- (1) The full name, date of birth, and address of the individual;
- (2) Written acknowledgment by the individual of the limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana for medical purposes in the Commonwealth;
- (3) A copy of the dispensary agent's driver's license, government-issued identification card, or other verifiable identity document acceptable to the Department;
- (4) An attestation that the individual will not engage in the diversion of marijuana;
- (5) A non-refundable application fee; and
- (6) Any other information required by the Department.

(C) An RMD executive registered with the Department of Criminal Justice Information Systems pursuant to 105 CMR 725.100(A)(7) must submit to the Department a Criminal Offender Record Information (CORI) report and any other background check information required by the Department for each individual for whom the RMD seeks a dispensary agent registration, obtained within 30-calendar days prior to submission.

(D) An RMD must notify the Department no more than one business day after a dispensary agent ceases to be associated with the RMD. The dispensary agent's registration shall be immediately void when he or she is no longer associated with the RMD.

(E) A registration card will be valid for one year from the date of issue, and may be renewed, in a form and manner determined by the Department, on an annual basis by meeting the requirements in 105 CMR 725.030(A) through (C).

(F) After obtaining a registration card for a dispensary agent, an RMD is responsible for notifying the Department, in a form and manner determined by the Department, as soon as possible, but in any event, within five business days after any changes to the information that the RMD was previously required to submit to the Department, or after discovery that a registration card has been lost or stolen.

(G) A dispensary agent must carry his or her registration card at all times while in possession of marijuana, including at all times while at an RMD or while transporting marijuana.

(H) A dispensary agent affiliated with multiple RMDs must be registered as a dispensary agent by each RMD.

725.031: Registration of Independent Testing Laboratories

(A) To obtain a certificate of registration as an independent testing laboratory, the institution shall submit, in a form and manner determined by the Department, the following:

- (1) The name of the institution, address, telephone number, as well as telephone number and email address for the primary contact person for that independent testing laboratory;
- (2) Documentation that it meets the requirements of an independent testing laboratory pursuant to 105 CMR 725.000;
- (3) Written acknowledgement by the authorized signatory of the independent testing laboratory of the limitations on the institution's authorization to possess and transport marijuana for medical purposes in the Commonwealth;
- (4) A non-refundable registration fee, as required by the Department;
- (5) An attestation by the authorized signatory of the independent testing laboratory that employees of the laboratory will not engage in the diversion of marijuana and that he or she understands that protections conferred by St. 2012, c. 369 for possession of marijuana for medical use are applicable only within Massachusetts; and
- (6) Any other information required by the Department.

725.031: continued

(B) A laboratory must be granted a certificate of registration by the Department prior to serving as an independent testing laboratory for an RMD.

(C) An independent testing laboratory may not cultivate marijuana.

(D) An independent testing laboratory may not possess, transport or process marijuana other than that necessary for the purposes of testing in compliance with 105 CMR 725.000.

725.032: Registration of Independent Testing Laboratory Agents

(a) An independent testing laboratory providing testing services for an RMD in compliance with 105 CMR 725.000, shall apply for laboratory agent registration for any of its employees, consultants or volunteers that will be in possession of marijuana for medical use on behalf the independent testing laboratory.

(b) An application for registration of a laboratory agent, in a form and manner determined by the Department, shall include:

- (1) The full name, date of birth, and address of the individual;
- (2) Written acknowledgment by the individual of the limitations on his or her authorization possess, transport, and process marijuana for medical use for testing purposes in the Commonwealth;
- (3) A copy of the dispensary agent's driver's license, government-issued identification card, or other verifiable identity document acceptable to the Department;
- (4) An attestation that the individual will not engage in the diversion of marijuana;
- (5) A non-refundable application fee, as required by the Department; and
- (6) Any other information required by the Department.

(C) A laboratory executive registered with the Department of Criminal Justice Information Systems pursuant to 105 CMR 725.100(A)(7) must retain and make available to the Department a Criminal Offender Record Information (CORI) report and any other background check information required by the Department for each individual for whom the laboratory seeks a dispensary agent registration, obtained within 30-calendar days prior to submission.

(D) A laboratory must notify the Department no more than one business day after a laboratory agent ceases to be associated with the laboratory. The laboratory agent's registration shall be immediately void when he or she is no longer associated with the laboratory.

(E) A registration card will be valid for one year from the date of issue, and may be renewed, in a form and manner determined by the Department, on an annual basis by meeting the requirements in 105 CMR 725.030 (A) through (C).

(F) After obtaining a registration card for a laboratory agent, a laboratory is responsible for notifying the Department, in a form and manner determined by the Department, as soon as possible, but in any event, within five business days after any changes to the information that the laboratory was previously required to submit to the Department, or after discovery that a registration card has been lost or stolen.

(G) A laboratory agent must carry his or her registration card at all times while in possession of marijuana, including at all times while at a laboratory or while transporting marijuana.

725.035: Hardship Cultivation Registration

(A) A qualifying patient registered with the Department pursuant 105 CMR 725.015 may apply for a hardship cultivation registration if such patient can demonstrate that his or her access to an RMD is limited by:

- (1) Verified financial hardship; or
- (2) Physical incapacity to access reasonable transportation, as demonstrated by an inability to use public transportation or drive oneself, lack of a personal caregiver with a reliable source of transportation, and lack of an RMD that will deliver marijuana to the patient's or personal caregiver's primary address; or

(3) Lack of an RMD within a reasonable distance of the patient's residence and lack of an RMD that will deliver marijuana to the patient's or personal caregiver's primary address.

(B) To obtain a hardship cultivation registration, a registered qualifying patient shall, in a form and manner determined by the Department, submit the following:

- (1) A non-refundable registration fee, unless waived pursuant to 105 CMR 725.015(A)(7);
- (2) Information supporting a claim that access is limited due to one or more of the circumstances listed in 105 CMR 725.035(A);
- (3) An explanation including lack of feasible alternatives to mitigate the limitation claimed under 105 CMR 725.035(A);
- (4) A description and address of the single location that shall be used for the cultivation of marijuana, which shall be either the registered qualifying patient's or one personal caregiver's primary residence;
- (5) A written explanation of how the registered qualifying patient will cultivate marijuana in accordance with the requirements of 105 CMR 725.035;
- (6) A description of the device or system that will be used to ensure security and prevent diversion of the marijuana plants being cultivated;
- (7) Written acknowledgment of the limitations on his or her authorization to cultivate, possess, and use marijuana for medical purposes in the Commonwealth; and
- (8) Any other information required by the Department.

(C) The Department shall review and approve or deny an application for a hardship cultivation registration within 30-calendar days of receipt of a completed application.

(D) A registered qualifying patient with a hardship cultivation registration, or his or her personal caregiver(s), may cultivate only at the location specified in the application approved by the Department.

(E) At any given location, cultivation may occur pursuant to only one hardship cultivation registration, absent proof that more than one registered qualifying patient resides at the location.

(F) A hardship cultivation registration will be valid for one year from the date of issue, and may be renewed, in a form and manner determined by the Department, on an annual basis by meeting the requirements in 105 CMR 725.035(B).

(G) A hardship cultivation registration shall allow the registered qualifying patient or his or her personal caregiver(s) to cultivate a limited number of plants sufficient to maintain a 60-day supply of marijuana solely for that patient's use, or as further specified by the Department.

(H) Cultivation and storage of marijuana shall be in an enclosed, locked area accessible only to the registered qualifying patient or his or her personal caregiver(s), subject to 105 CMR 725.650. Marijuana shall not be visible from the street or other public areas.

(I) A registered qualifying patient or his or her personal caregiver(s) cultivating marijuana pursuant to a hardship cultivation registration shall adhere to industry best practices in the cultivation of marijuana plants and storage of finished product, and any standards specified by the Department.

(J) A registered qualifying patient and his or her personal caregiver(s) is prohibited from selling, bartering, giving away or distributing in any manner marijuana or paraphernalia.

(K) The Department may inspect the cultivation site of a registered qualifying patient with a hardship cultivation registration, or the cultivation site of his or her personal caregiver(s), at any time. Acceptance of a hardship cultivation registration by a registered qualifying patient constitutes consent for such inspection of the cultivation site.

(L) A registered qualifying patient who received written certification of a debilitating medical condition from a physician prior to enactment of 105 CMR 725.000, or prior to the Department accepting applications for hardship cultivation registration, and who used that written certification as a limited cultivation registration, must apply for a hardship cultivation registration according to the procedures set out in 105 CMR 725.035(B) no later than January 1, 2014, if he or she intends to continue to cultivate marijuana; however the initial limited cultivation registration will remain valid until the application for the hardship cultivation registration card is approved or denied by the Department.

(M) After obtaining a hardship cultivation registration, a registered qualifying patient is responsible for notifying the Department, in a form and manner determined by the Department, within five business days after any change to the information that he or she or his or her personal caregiver(s) was previously required to submit to the Department.

(N) A registered qualifying patient with a hardship cultivation registration, or his or her personal caregiver(s) if applicable, must have the registration available at the site of cultivation. Such registration must be made available upon request of the Department or other government agency acting within their lawful authority.

(O) A registered qualifying patient with a hardship cultivation registration, or his or her personal caregiver(s) if applicable, is prohibited from purchasing marijuana from an RMD, provided however that such individuals may purchase seeds.

725.100: Registration of Registered Marijuana Dispensaries

(A) General Requirements.

- (1) An RMD is required to maintain an entity in good standing with the Secretary of the Commonwealth.
- (2) No executive, member, or any entity owned or controlled by such executive or member, may directly or indirectly control more than three RMDs.
- (3) An RMD must make vaporizers available for sale to registered qualifying patients.
- (4) An RMD may not have more than two locations in Massachusetts at which marijuana is cultivated, MIPs are prepared, and marijuana is dispensed. Each of these activities may occur at only one such location, which may be either the RMD's principal place of business or one Department-approved alternate location in Massachusetts, but not both.
- (5) All dispensary agents of the RMD must be registered pursuant to 105 CMR 725.030.
- (6) An RMD must have a program to provide reduced cost or free marijuana to patients with documented verified financial hardship.
- (7) At least one executive of the entity seeking registration as an RMD must register with the Massachusetts Department of Criminal Justice Information Services (DCJIS) on behalf of the entity as an organization user of iCORI.

(B) Application Requirements.

- (1) Application of Intent. As necessary, the Department shall announce publicly, in a form or manner determined by the Department, the opportunity for entities that seek authority to apply for a certificate of registration. Every applicant responding to the announcement shall file, with respect to each application, a response in a form and manner specified by the Department, and must at a minimum provide:
 - (a) Documentation that it is an entity in good standing as specified in 105 CMR 725.100(A)(1), as well as a list of all executives of the proposed RMD, and a list of all members, if any, of the entity;
 - (b) Documentation that it has at least \$500,000 in its control and available, as evidenced by bank statements, lines of credit, or the equivalent, to ensure that the applicant has sufficient resources to operate. 105 CMR 725.100(B)(1)(b) may be fulfilled through demonstration of pooled resources among the individuals or entities affiliated with the applicant. If an entity is submitting more than one application, the capital requirement shall be \$400,000 for each subsequent application;

- (c) An attestation signed by an authorized designee of the entity that if the entity is allowed to proceed to the Management and Operations Profile, the entity is prepared to pay a non-refundable application fee as specified in the Notice;
 - (d) The requisite non-refundable application fee; and
 - (e) Any other information required by the Department.
- (2) Action on Application of Intent. The Department shall notify each applicant that submitted an application in a timely manner that satisfies the criteria in 105 CMR 725.100(B)(1) that it may proceed to the Management and Operations Profile. At the time of such notice by the Department, an applicant must notify the chief administrative officer, or equivalent, and chief of police, or equivalent, of the proposed city or town in which an RMD would be sited, if applicable, and the sheriff of the applicable county, of the intent to submit a Management and Operations Profile.
- (3) Management and Operations Profile. Within 45 days after receipt of an invitation to submit an application pursuant to 105 CMR 725.100(B)(2), each applicant that proceeds to the Management and Operations Profile shall submit, with respect to each application, a response in a form and manner specified by the Department, which includes:
- (a) A non-refundable application fee;
 - (b) Detailed information regarding entity, including the legal name, a copy of the articles of organization and bylaws;
 - (c) The name, address, date of birth, and résumés of each executive of the applicant and of the members, if any, of the entity, along with a photocopy of their driver's licenses or other government-issued identification cards, and background check information in a form and manner determined by the Department including, but not limited to, CORI reports obtained from the DCJIS within 30-calendar days prior to submission to the Department, pursuant to the RMD's registration with DCJIS under M.G.L. c. 6, § 172;
 - (d) The name, address, and date of birth of all dispensary agents that the RMD intends to employ, to the extent that they are known;
 - (e) A list of all persons or entities having direct or indirect authority over the management or policies of the RMD, including the members of the entity, if any, and a list of all persons or entities contributing 5% or more of the initial capital to operate an RMD, including capital that is in the form of land or buildings;
 - (f) A description of the RMD's plan to obtain a liability insurance policy or otherwise meet the requirements of 105 CMR 725.105(Q);
 - (g) A detailed summary of the business plan for the RMD;
 - (h) An operational plan for the cultivation of marijuana, including a detailed summary of policies and procedures for cultivation;
 - (i) If the RMD intends to produce MIPs, a description of the types and forms of MIPs that the RMD intends to produce, and the methods of production;
 - (j) A detailed summary of operating policies and procedures for the RMD, which shall include but not be limited to provisions for security, prevention of diversion, storage of marijuana, transportation of marijuana, inventory procedures, procedures for quality control and testing of product for potential contaminants, procedures for maintaining confidentiality as required by law, personnel policies, dispensing procedures, record-keeping procedures, plans for patient education, and any plans for patient or personal caregiver home-delivery;
 - (k) A detailed summary of the RMD's policies and procedures for the provision of marijuana to registered qualifying patients with verified financial hardship without charge or at less than the market price, as required by 105 CMR 725.100(A)(6);
 - (l) A detailed description of all intended training(s) for dispensary agents;
 - (m) Evidence that the applicant is responsible and suitable to maintain an RMD. Information including, but not limited to, the following factors shall be considered in determining the responsibility and suitability of the applicant to maintain an RMD:
 - 1. Demonstrated experience running a business;
 - 2. History of providing healthcare services or services providing marijuana for medical purposes, including provision of services in other states;
 - 3. History of response to correction orders issued under the laws or regulations of the Commonwealth or other states;
 - 4. Whether the applicant is in compliance with all laws of the Commonwealth relating to taxes and child support and whether the applicant will have workers' compensation and professional and commercial insurance coverage;

5. Any criminal action under the laws of the Commonwealth, or another state, the United States, or a military, territorial, or Indian tribal authority, whether for a felony or misdemeanor, against any of the executives of the applicant, or of the members of the entity, if any, including, but not limited to, action against any healthcare facility or facility for providing marijuana for medical purposes in which those individuals either owned shares of stock or served as executives, and which resulted in conviction, or guilty plea, or plea of *nolo contendere*, or admission of sufficient facts;
6. Any civil or administrative action under the laws of the Commonwealth, another state, the United States, or a military, territorial, or Indian tribal authority relating to any executive's (or members of the entity, if any) profession or occupation or fraudulent practices, including but not limited to:
 - a. fraudulent billing practices;
 - b. past or pending legal or enforcement actions in any other state against any officer, executive, director, or board member of the applicant or its members, or against any other entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical purposes;
 - c. past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction, including denial, suspension, revocation, or refusal to renew certification for Medicaid or Medicare;
 - d. past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or a military, territorial, or Indian tribal authority with regard to any professional license or registration of an executive of the applicant, as well as by any member of the entity, if any; or
 - e. prescribing for or distributing controlled substances or legend drugs by any executive, including of the members of the entity, if any, except for therapeutic or other proper medical or scientific purpose.
7. Any attempt to obtain a registration, license, or approval to operate in any state by fraud, misrepresentation, or the submission of false information; and
8. Any other information required by the Department.

(n) Any other information required by the Department.

(4) Siting Profile.

- (a) The county, city, or town in which the proposed RMD would be sited, and if known, the physical address of the proposed RMD. If marijuana will be cultivated or MIPs will be prepared at any location other than the dispensing location of the proposed RMD, the physical address of the one additional location where marijuana will be cultivated or MIPs will be prepared, if known;
- (b) If the applicant has identified the physical address of the proposed RMD pursuant to 105 CMR 725.100(B)(4)(a), the applicant shall provide evidence of interest in the subject property, and the additional cultivation location, if any. Interest may be demonstrated by one of the following:
 1. Clear legal title to the proposed site;
 2. An option to purchase the proposed site;
 3. A lease;
 4. A legally enforceable agreement to give such title under 105 CMR 725.100 (B)(4)(b)1. or 2., or such lease under 105 CMR 725.100 (B)(4)(b)3., in the event the Department determines that the applicant qualifies for registration as a RMD; or
 5. Binding permission to use the premises.
- (c) If available at the time of submission, pursuant to 105 CMR 725.100(B)(4)(a), a description of plans to ensure that the RMD is or will be compliant with local codes, ordinances, and bylaws for the physical address of the RMD and for the physical address of the additional location, if any, including any demonstration of support or non-opposition furnished by the local municipality;
- (d) A proposed timeline for achieving operation of the RMD and evidence that the RMD will be ready to operate within the proposed timeline after notification by the Department that the applicant qualifies for registration;
- (e) An analysis of the projected patient population and projected need in the service area of the proposed RMD;

- (f) A statement of whether the applicant would consider a location other than the county or physical address provided pursuant to 105 CMR 725.100(B)(4)(a); and
 - (g) Any other information required by the Department.
- (5) Failure of the applicant to adequately address all required items in its application will result in evaluation of the application as submitted. The applicant will not be permitted to provide supplemental materials unless specifically requested by the Department.
- (6) Action on Application Submissions.
- (a) The Department shall not consider an application that is submitted after the due date specified.
 - (b) The Department may conduct a site visit to the proposed location, if applicable, of the RMD, to determine the appropriateness of the site(s).
 - (c) A selection committee established by the Department shall evaluate applications for the purpose of granting registrations. Decisions will be based on the thoroughness and quality of the applicants' responses to the required criteria, and the applicants' ability to meet the overall health needs of registered qualifying patients and the safety of the public.
 - (d) For purposes of evaluation, the Department may take into account desired geographical distribution of RMDs (*i.e.*, convenience for and proximity to Massachusetts residents, and avoidance of clustering of RMDs in one area), local support for the RMD application, likelihood of successful siting of the RMD in the proposed location, the presence of a home-delivery system, and other mechanisms to ensure appropriate patient access, as well as other factors as described in the application form.
 - (e) The Department shall grant registrations with the goal of ensuring that the needs of the Commonwealth are met with regard to access, quality, and community safety.
 - (f) The Department may request additional information from an applicant.
 - (g) Nothing in 105 CMR 725.000 is intended to confer a property or other right or interest entitling an applicant to a hearing before an application may be denied.
- (C) RMD Certificate of Registration.
- (1) Upon selection by the Department, an applicant shall submit the required registration fee and subsequently be issued a provisional certificate of registration to develop an RMD, in the name of the entity. Such provisional certificates of registration shall be subject to reasonable conditions specified by the Department, if any.
- (a) Inspections:
 - 1. The Department shall review architectural plans for the building or renovation of an RMD. Construction or renovation related to such plans shall not begin until the Department has granted approval. Submission of such plans shall be accompanied by a requisite fee and shall occur in a manner and form established by the Department including, but not limited to, a detailed floor plan of the premises of the proposed RMD that identifies the square footage available and describes the functional areas of the RMD, including areas for any preparation of MIPs, and, if applicable, such information for the single allowable off-premises location in Massachusetts where marijuana will be cultivated or MIPs will be prepared; and a description of plans to ensure that the RMD will be compliant with requirements of the Americans with Disabilities Act (ADA) Accessibility Guidelines;
 - 2. An RMD shall construct its dispensary, processing and cultivation facilities in accordance with 105 CMR 725.000, conditions set forth by the Department in its provisional certificate of registration and architectural review, and any applicable state and local laws, regulations, permits or licenses;
 - 3. The Department may conduct inspections of the dispensary, processing and cultivation facilities, as well as review all written materials required in accordance with 105 CMR 725.000.
 - (b) Final Certificate of Registration: Upon completion of all inspections required by the Department, an RMD is eligible for a final certificate of registration. All information described in 105 CMR 725.100(B)(3) and (4) that is not available at the time of submission, must be provided to and approved by the Department, before an RMD may receive a final certificate of registration. Such final certificates of registration shall be subject to reasonable conditions specified by the Department, if any.
- (2) No person shall operate an RMD without a final certificate of registration issued by the Department.

- (3) A provisional or final certificate of registration may not be assigned or transferred without prior Department approval.
- (4) A provisional or final certificate of registration shall be immediately null and void if the RMD ceases to operate, or if, without the permission of the Department, it relocates.
- (5) Acceptance of a provisional or final certificate of registration constitutes an agreement by the RMD that it will adhere to the practices, policies, and procedures that are described in its application materials, as well as all relevant laws, regulations, and any conditions imposed by the Department as part of registration.
- (6) The RMD shall post the final certificate of registration in a conspicuous location on the premises at each Department-approved location.
- (7) The RMD shall conduct all activities authorized by 105 CMR 725.000 at the address(es) identified on the final certificate of registration issued by the Department. Except for the two permitted locations, no operations are permitted at any other locations, except surveillance activities in accordance with 105 CMR 725.110(D).

(D) The RMD must be operational within the time indicated in 105 CMR 725.100(B)(4)(d) or as otherwise amended through the application process, and approved by the Department through the issuance of a final certificate of registration.

(E) Expiration and Renewal of Registration. The RMD's certificate of registration, as applicable, shall expire one year after the date of issuance of the provisional certificate of registration and annually thereafter, and may be renewed as follows unless an action has been taken based upon the grounds set forth in 105 CMR 725.405:

- (1) No later than 60 calendar days prior to the expiration date, an RMD shall submit a completed renewal application to the Department in a form and manner determined by the Department, as well as the required fee; and
- (2) The RMD shall update as needed, and ensure the accuracy of, all information that it submitted on its initial application for a certificate of registration.

(F) Notification to Department and Department Approval of Changes.

- (1) Prior to changing location(s), the RMD shall submit a request for such change to the Department and shall pay the appropriate fee. No such change shall be permitted until approved by the Department.
- (2) Prior to any modification, remodeling, expansion, reduction, or other physical, non-cosmetic alteration of the RMD, the RMD shall submit an application for such change to the Department and shall pay the appropriate fee. No such change shall be permitted until approved by the Department.
- (3) Prior to changing its name, the RMD shall notify the Department and shall pay the appropriate fee. No such change shall be permitted until approved by the Department.
- (4) The RMD shall keep current all information required by 105 CMR 725.000 or otherwise required by the Department. The RMD shall report any changes in or additions to the content of the information contained in any document to the Department within five business days after such change or addition.

725.105: Operational Requirements for Registered Marijuana Dispensaries

(A) Every RMD shall have and follow a set of detailed written operating procedures. If the RMD has a second location, it shall develop and follow a set of such operating procedures for that facility. Operating procedures shall include, but need not be limited to the following:

- (1) Security measures in compliance with 105 CMR 725.110;
- (2) Employee security policies, including personal safety and crime prevention techniques;
- (3) A description of the RMD's:
 - (a) Hours of operation and after-hours contact information, which shall be provided to the Department, made available to law enforcement officials upon request, and updated pursuant to 105 CMR 725.100(F)(4); and
 - (b) Price list for marijuana, MIPs, and any other available products, and alternate price lists for patients with documented verified financial hardship as required by 105 CMR 725.100(A)(6);
- (4) Storage of marijuana in compliance with 105 CMR 725.105(D);
- (5) Description of the various strains of marijuana to be cultivated and dispensed, and the form(s) in which marijuana will be dispensed;

- (6) Procedures to ensure accurate recordkeeping, including inventory protocols;
- (7) Plans for quality control, including product testing for contaminants in compliance with 105 CMR 725.105(C)(2);
- (8) A staffing plan and staffing records in compliance with 105 CMR 725.105(I)(4)(c);
- (9) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (10) Alcohol, smoke, and drug-free workplace policies;
- (11) A plan describing how confidential information will be maintained in accordance with 105 CMR 725.200;
- (12) A description of the RMD's patient education activities in accordance with 105 CMR 725.105(K);
- (13) The standards and procedures by which the RMD determines the price it charges for marijuana, and a record of the prices charged, including the RMD's policies and procedures for the provision of marijuana to registered qualifying patients with verified financial hardship without charge or at less than the market price, as required by 105 CMR 725.100(A)(6);
- (14) Written policies and procedures for the production and distribution of marijuana, which shall include, but not be limited to:
 - (a) Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories;
 - (b) A procedure for handling voluntary and mandatory recalls of marijuana. Such procedure shall be adequate to deal with recalls due to any action initiated at the request or order of the Department, and any voluntary action by an RMD to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
 - (c) A procedure for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. This procedure shall provide for written documentation of the disposition of the marijuana;
 - (d) Policies and procedures for patient or personal caregiver home-delivery; and
 - (e) Policies and procedures for the transfer, acquisition, or sale of marijuana between RMDs.
- (15) A policy for the immediate dismissal of any dispensary agent who has:
 - (a) Diverted marijuana, which shall be reported to law enforcement officials and to the Department; or
 - (b) Engaged in unsafe practices with regard to operation of the RMD, which shall be reported to the Department; and
- (16) A list of all board members and executives of an RMD, and members, if any, of the entity, must be made available upon request by any individual. This requirement may be fulfilled by placing this information on the RMD's website.
- (17) Policy and procedure for the handling of cash on RMD premises including, but not limited to, storage, collection frequency, and transport to financial institution(s).

(B) Cultivation, Acquisition, and Distribution Requirements.

- (1) The following requirements pertain to cultivation of marijuana for medical use:
 - (a) Only an RMD is permitted to cultivate marijuana, with the exception of a registered qualifying patient granted a hardship cultivation registration or that patient's personal caregiver;
 - (b) A cultivation location of an RMD may cultivate marijuana for only that RMD, and up to two additional RMDs under an entity;
 - (c) All phases of the cultivation of marijuana shall take place in designated, locked, limited access areas that are monitored by a surveillance camera system in accordance with 105 CMR 725.110(D)(1)(d) through (i);
 - (d) Application of any pesticide not approved by the Department in the cultivation of marijuana is prohibited. An RMD may label marijuana and MIPS with the word "organic" only if all cultivation is consistent with U.S. Department of Agriculture organic requirements at 7 CFR Part 205;
 - (e) Soil for cultivation shall meet the *U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines* for residential soil levels; and

- (f) The cultivation process shall use best practices to limit contamination, including but not limited to mold, fungus, bacterial diseases, rot, pests, pesticides not approved by the Department, mildew, and any other contaminant identified as posing potential harm.
- (2) An RMD may acquire marijuana from or distribute marijuana to another RMD when:
 - (a) An documented emergency situation occurs such as loss of crop, vandalism, or theft, or other circumstance as approved by the Department; or
 - (b) The distribution and acquisition of marijuana, except MIP's, to and from all other RMDs does not exceed, cumulatively, 45% of the RMD's total annual inventory of marijuana as measured by weight; and
 - (c) The distribution and acquisition of MIPs to and from all other RMDs does not exceed, cumulatively, 45% of the RMD's total annual inventory of MIPs as measured by its dry weight equivalent to marijuana.
- (C) Requirements for Handling and Testing Marijuana and for Production of MIPs.
 - (1) Except for a registered qualifying patient or personal caregiver, who are not subject to 105 CMR 725.105, only a registered RMD is permitted to produce MIPs. An MIP production facility of an RMD may produce MIPs for only that RMD, and up to two additional RMDs under an entity.
 - (2) The RMD is responsible for having all marijuana cultivated by the RMD tested in accordance with the following:
 - (a) Marijuana shall be tested for the *cannabinoid* profile and for contaminants as specified by the Department including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. The Department may require additional testing;
 - (b) The RMD shall maintain the results of all testing for no less than one year;
 - (c) The RMD must follow established policies and procedures for responding to results indicating contamination as well as:
 - 1. notification within 72 hours by the RMD and the independent testing laboratory separately and directly to the Department on a form prescribed by the Department of any results indicating contamination that cannot be remediated; and
 - 2. submission of any information regarding contamination immediately upon request by the Department.Such policy shall be available to registered qualifying patients and personal caregivers. Any notifications indicating contamination that cannot be remediated shall include a proposed plan for destruction of contaminated product and assessment of the source of contamination;
 - (d) All testing must be conducted by an independent laboratory that is:
 - 1. *Accredited to International Organization for Standardization (ISO) 17025* by a third party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement; or
 - 2. Certified, registered, or accredited by an organization approved by the Department.
 - (e) The RMD shall arrange for testing to be conducted in accordance with the frequency required by the Department;
 - (f) An RMD must have a contractual arrangement with a laboratory for the purposes of testing marijuana;
 - (g) An executive of an RMD, or a member, if any, of the entity, is prohibited from having any financial or other interest in a laboratory providing testing services for any RMD;
 - (h) No individual employee of a laboratory providing testing services for RMDs may receive direct financial compensation from any RMD;
 - (i) All transportation of marijuana to and from laboratories providing marijuana testing services shall comply with 105 CMR 725.110(E);
 - (j) All storage of marijuana at a laboratory providing marijuana testing services shall comply with 105 CMR 725.105(D); and
 - (k) All excess marijuana must be returned to the source RMD and be disposed of pursuant to 105 CMR 725.105(J).

- (3) All marijuana in the process of cultivation, production, preparation, transport, or analysis shall be housed and stored in such a manner as to prevent diversion, theft, or loss.
 - (a) Such items shall be accessible only to the minimum number of specifically authorized dispensary agents essential for efficient operation.
 - (b) Such items shall be returned to a secure location immediately after completion of the process or at the end of the scheduled business day.
 - (c) If a manufacturing process cannot be completed at the end of a working day, the processing area or tanks, vessels, bins, or bulk containers containing marijuana shall be securely locked inside an area or building that affords adequate security.
- (4) An RMD shall process marijuana in a safe and sanitary manner. An RMD shall process the leaves and flowers of the female marijuana plant only, which shall be:
 - (a) Well cured and free of seeds and stems;
 - (b) Free of dirt, sand, debris, and other foreign matter;
 - (c) Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - (d) Prepared and handled on food-grade stainless steel tables with no contact with dispensary agents' bare hands; and
 - (e) Packaged in a secure area.
- (5) Production of edible MIPs shall take place in compliance with the following:
 - (a) All edible MIPs shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*; and
 - (b) Any edible MIP that is made to resemble a typical food or beverage product must be packaged in an opaque package and labeled as required by 105 CMR 725.105(E)(3).
- (6) All RMDs, including those that develop or process non-edible MIPs, shall comply with the following sanitary requirements:
 - (a) Any dispensary agent whose job includes contact with marijuana or non-edible MIPs, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
 - (b) Any dispensary agent working in direct contact with preparation of marijuana or non-edible MIPs shall conform to sanitary practices while on duty, including:
 - 1. Maintaining adequate personal cleanliness; and
 - 2. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
 - (c) Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the RMD in production areas and where good sanitary practices require employees to wash and/or sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
 - (d) There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
 - (e) Litter and waste shall be properly removed, disposed of so as to minimize the development of odor, and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 105 CMR 725.105(J);
 - (f) Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
 - (g) There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
 - (h) Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
 - (i) All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the U.S. Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;

- (j) All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana and MIPs;
- (k) An RMD's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the RMD's needs;
- (l) Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the RMD. Plumbing shall properly convey sewage and liquid disposable waste from the RMD. There shall be no cross-connections between the potable and waste water lines;
- (m) An RMD shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
- (n) Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
- (o) Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of them or their container.

(D) RMD Storage Requirements.

- (1) An RMD shall provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 105 CMR 725.105 and 725.110.
- (2) An RMD shall have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed.
- (3) RMD storage areas shall be maintained in a clean and orderly condition.
- (4) RMD storage areas shall be free from infestation by insects, rodents, birds, and pests of any kind.
- (5) RMD storage areas shall be maintained in accordance with the security requirements of 105 CMR 725.110.

(E) Packaging and Labeling.

- (1) Marijuana shall be packaged in plain, opaque, tamper-proof, and child-proof containers without depictions of the product, cartoons, or images other than the RMD's logo. Edible MIPs shall not bear a reasonable resemblance to any product available for consumption as a commercially available candy.
- (2) Labeling of Marijuana (Excluding MIPs). The RMD shall place a legible, firmly affixed label on which the wording is no less than $\frac{1}{16}$ inch in size on each package of marijuana that it prepares for dispensing, containing at a minimum the following information:
 - (a) The registered qualifying patient's name;
 - (b) The name and registration number of the RMD that produced the marijuana, together with the RMD's telephone number and mailing address, and website information, if any;
 - (c) The quantity of usable marijuana contained within the package;
 - (d) The date that the RMD packaged the contents;
 - (e) A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
 - (f) The cannabinoid profile of the marijuana contained within the package, including THC level;
 - (g) A statement that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with 105 CMR 725.105(C)(2); and
 - (h) This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN."

(3) Labeling of MIPs. The RMD shall place a legible, firmly affixed label on which the wording is no less than $\frac{1}{16}$ inch in size on each MIP that it prepares for dispensing, containing at a minimum the following information:

- (a) The registered qualifying patient's name;
- (b) The name and registration number of the RMD that produced the MIP, together with the RMD's telephone number and mailing address, and website information, if any;
- (c) The name of the product;
- (d) The quantity of usable marijuana contained within the product as measured in ounces;
- (e) A list of ingredients, including the cannabinoid profile of the marijuana contained within the product, including the THC level;
- (f) The date of product creation and the recommended "use by" or expiration date;
- (g) A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- (h) Directions for use of the product if relevant;
- (i) A statement that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with 105 CMR 725.105(C)(2);
- (j) A warning if nuts or other known allergens are contained in the product; and
- (k) This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN."

(F) Dispensing Marijuana.

(1) Registered qualifying patients and personal caregivers shall be identified as follows:

(a) An RMD shall refuse to sell marijuana to any registered qualifying patient or personal caregiver who is unable to produce a registration card and valid proof of identification, or who does not have a valid certification in the Department-supported interoperable database. The identification must contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A drivers license;
2. A government-issued identification card;
3. A military identification card; or
4. A passport.

(b) Upon entry into an RMD by a registered qualifying patient or personal caregiver, a dispensary agent shall immediately inspect the patient's or caregiver's registration card and proof of identification.

(2) An RMD may dispense only to a registered qualifying patient who has a current valid certification, or to his or her personal caregiver. Pursuant to 105 CMR 725.010(H), a certifying healthcare provider shall have defined the calendar daylength of valid certification of a qualifying patient.

(a) For a registered qualifying patient certified for 60 days or longer, the amount of marijuana dispensed, including marijuana contained in MIPs, shall be no more than a 60-day supply in each 60-day period as defined in 105 CMR 725.004 (*e.g.*, a patient with a 60-day supply of ten ounces who is certified for 90 days may receive up to ten ounces in the first 60 days and five ounces in the remaining 30 days, while a patient certified for 180 days may receive up to ten ounces in each 60-day period).

(b) For a registered qualifying patient whose certifying healthcare provider has determined that he or she requires a 60-day supply other than ten ounces in accordance with 105 CMR 725.010(I), the amount of marijuana dispensed, including marijuana contained in MIPs, shall be adjusted accordingly so that the amount of marijuana dispensed, including marijuana contained in MIPs, shall be no more than a 60-day supply as certified by the certifying healthcare provider in each 60-day period.

(3) An RMD shall make interpreter services available that are appropriate to the population served, including for the visually- and hearing-impaired. Such services may be provided by any effective means.

(4) An RMD may refuse to dispense to a registered qualifying patient or personal caregiver if in the opinion of the dispensary agent, the patient or the public would be placed at risk. In any instance of denial, an RMD must notify the patient's certifying healthcare provider within 24 hours.

(G) Inventory.

- (1) An RMD must limit its inventory of seeds, plants, and usable marijuana to reflect the projected needs of registered qualifying patients.
- (2) Real-time inventory shall be maintained as specified by the Department and in 105 CMR 725.105(G)(3) and (4), including, at a minimum, an inventory of marijuana plants; marijuana plant-clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all MIPs; and all damaged, defective, expired, or contaminated marijuana and MIPs awaiting disposal.
- (3) An RMD shall:
 - (a) Establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana and MIPs in the process of cultivation, and finished, stored marijuana;
 - (b) Conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana;
 - (c) Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and
 - (d) Promptly transcribe inventories if taken by use of an oral recording device.
- (4) The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- (5) An RMD shall tag and track all marijuana seeds, plants, and products, using a seed-to-sale methodology in a form and manner to be approved by the Department.

(H) Dispensary Agent Training. RMDs shall ensure that all dispensary agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each dispensary agent, and at a minimum must include training on confidentiality, and other topics as specified by the Department. At a minimum, staff shall receive eight hours of on-going training annually.

(I) Record Keeping. Records of an RMD must be available for inspection by the Department, upon request. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 105 CMR 725.000, in addition to the following:

- (1) Operating procedures as required by 105 CMR 725.105(A);
- (2) Inventory records as required by 105 CMR 725.105(G);
- (3) Seed-to-sale tracking records for all marijuana and MIPs as required by 725.105(G)(5);
- (4) The following personnel records:
 - (a) Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - (b) A personnel record for each dispensary agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the RMD and shall include, at a minimum, the following:
 1. All materials submitted to the Department pursuant to 105 CMR 725.030(B);
 2. Documentation of verification of references;
 3. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 4. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 5. A copy of the application that the RMD submitted to the Department on behalf of any prospective dispensary agent;
 6. Documentation of periodic performance evaluations; and
 7. A record of any disciplinary action taken.
 - (c) A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - (d) Personnel policies and procedures; and
 - (e) All CORI reports obtained in accordance with 105 CMR 725.030(C), M.G.L. c. 6, § 172 and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*;
- (5) Business records, which shall include manual or computerized records of:
 - (a) Assets and liabilities;

- (b) Monetary transactions;
 - (c) Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - (d) Sales records that indicate the name of the registered qualifying patient or personal caregiver to whom marijuana has been dispensed, including the quantity, form, and cost; and
 - (e) Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with an RMD, including members of the non-profit corporation, if any.
- (6) Waste disposal records as required under 105 CMR 725.105(J)(5); and
- (7) Following closure of an RMD, all records must be kept for at least two years at the expense of the RMD and in a form and location acceptable to the Department.

(J) Waste Disposal.

- (1) All waste, including waste composed of or containing finished marijuana and MIPs, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.
- (2) Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with requirements in 314 CMR 3.00: *Surface Water Discharge Permit Program*, 314 CMR 5.00: *Ground Water Discharge Permit Program*, and 314 CMR 7.00: *Sewer System Extension and Connection Permit Program*, or disposed of in accordance with 314 CMR 18.00: *Industrial Wastewater Holding Tank and Container Construction, Operation, and Record Keeping Requirements*.
- (3) Solid waste generated at an RMD shall be disposed of as follows:
- (a) Incineration in a commercial or municipal waste combustor in Massachusetts holding a valid permit issued by the Department of Environmental Protection (DEP). No fewer than two dispensary agents must witness and document destruction; or
 - (b) Disposal in a landfill holding a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located. No fewer than two dispensary agents must witness and document disposal in the landfill; or
 - (c) Grinding and incorporating the medical marijuana waste with solid wastes such that the resulting mixture renders the medical marijuana waste unusable. Once such medical marijuana waste has been rendered unusable, it may be:
 - 1. Disposed of in a solid waste management facility that holds a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located; or
 - 2. If the material mixed with the medical marijuana waste is organic material as defined in 310 CMR 16.02: *Definitions*, the mixture may be composted at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.
- (4) An RMD must accept at no charge unused, excess, or contaminated marijuana from a registered qualifying patient or personal caregiver, and shall destroy it as provided in 105 CMR 725.105(J) and maintain a written record of such disposal, which shall include the name of the supplying registered qualifying patient or personal caregiver if applicable.
- (5) When marijuana or MIPs are disposed of, the RMD must create and maintain a written record of the date, the type and quantity disposed of, the manner of disposal, and the persons present during the disposal, with their signatures. RMDs shall keep disposal records for at least two years.

(K) Patient Education. An RMD shall provide educational materials about marijuana to registered qualifying patients and their personal caregivers. An RMD must have an adequate supply of up-to-date educational material available for distribution. Educational materials must be available in languages accessible to all patients served by the RMD, including for the visually- and hearing-impaired. Such materials shall be made available for inspection by the Department upon request. The educational material must include at least the following:

- (1) A warning that marijuana has not been analyzed or approved by FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children;
- (2) A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;

- (3) Information to assist in the selection of marijuana, describing the potential differing effects of various strains of marijuana, as well as various forms and routes of administration;
- (4) Materials offered to registered qualifying patients and their personal caregivers to enable them to track the strains used and their associated effects;
- (5) Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact of potency must also be explained;
- (6) A discussion of tolerance, dependence, and withdrawal;
- (7) Facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs;
- (8) A statement that registered qualifying patients may not distribute marijuana to any other individual, and that they must return unused, excess, or contaminated product to the RMD from which they purchased the product, for disposal; and
- (9) Any other information required by the Department.

(L) Marketing and Advertising Requirements.

- (1) An RMD may develop a logo to be used in labeling, signage, and other materials. Use of medical symbols, images of marijuana, related paraphernalia, and colloquial references to cannabis and marijuana are prohibited from use in this logo.
- (2) RMD external signage shall not be illuminated except for a period of 30 minutes before sundown until closing, and shall comply with local requirements regarding signage, provided however that the Department may further specify minimum signage requirements. Neon signage is prohibited at all times.
- (3) An RMD shall not display on the exterior of the facility advertisements for marijuana or any brand name, and may only identify the building by the registered name.
- (4) An RMD shall not utilize graphics related to marijuana or paraphernalia on the exterior of the RMD or the building in which the RMD is located.
- (5) An RMD shall not advertise the price of marijuana, except that it shall provide a catalogue or a printed list of the prices and strains of marijuana available at the RMD to registered qualifying patients and personal caregivers upon request. A catalogue or a printed list of the prices, strains of marijuana and MIPs available at the RMD may also be posted on an RMD's website.
- (6) Marijuana, MIPs, and associated products shall not be displayed or clearly visible to a person from the exterior of an RMD.
- (7) An RMD shall not produce any items for sale or promotional gifts, such as T-shirts or novelty items, bearing a symbol of or references to marijuana or MIPs, including the logo of the RMD.
- (8) All advertising materials and materials produced by an RMD and disseminated pursuant to 105 CMR 725.105(K) or (L) are prohibited from including:
 - (a) Any statement, design, representation, picture, or illustration that encourages or represents the use of marijuana for any purpose other than to treat a debilitating medical condition or related symptoms;
 - (b) Any statement, design, representation, picture, or illustration that encourages or represents the recreational use of marijuana;
 - (c) Any statement, design, representation, picture, or illustration related to the safety or efficacy of marijuana unless supported by substantial evidence or substantial clinical data with reasonable scientific rigor, which shall be made available upon the request of a registrant or the Department; or
 - (d) Any statement, design, representation, picture, or illustration portraying anyone younger than 18 years old.
- (9) Inside the RMD, all marijuana shall be kept in a limited access area inaccessible to any persons other than dispensary agents, with the exception of displays allowable under 105 CMR 725.105(L)(10). Inside the RMD, all marijuana shall be stored in a locked, access-controlled space in a limited access area during non-business hours.
- (10) An RMD may display, in secure, locked cases, samples of each product offered for sale. These display cases may be transparent.
- (11) The Department shall maintain and make available a list of all RMDs, their dispensing location, and their contact information.

(M) Reports to the Department. The Department may require ongoing reporting on operational, quality, and financial information in a form and manner determined by the Department.

(N) Prohibitions.

- (1) An RMD may not dispense, deliver, or otherwise transfer marijuana to a person other than a registered qualifying patient or to his or her personal caregiver, to another RMD as specified in 105 CMR 725.105(B)(2), or to a laboratory as specified in 105 CMR 725.105(C)(2).
- (2) An RMD may not acquire marijuana or marijuana plants except through the cultivation of marijuana by that RMD or another RMD as specified in 105 CMR 725.105(B)(2), provided however that an RMD may acquire marijuana seeds, cuttings or genetic plant material. Cuttings or genetic plant material may only be acquired within 90 days of receiving a final certificate of registration, or such other time period approved by the Department and otherwise as authorized under 105 CMR 725.105(B)(2).
- (3) An RMD is prohibited from acquiring, possessing, cultivating, delivering, transferring, transporting, supplying, or dispensing marijuana for any purpose except to assist registered qualifying patients.
- (4) An RMD may not give away any marijuana except as required pursuant to 105 CMR 725.100(A)(6). An RMD may not provide any samples of marijuana.
- (5) An RMD may not receive orders for marijuana in any manner other than from a registered qualifying patient or personal caregiver in-person at the RMD, except in the cases of delivery, in which an order may be received by telephone or through a password-protected, internet-based platform.
- (6) An RMD may not fill orders for marijuana in any manner other than to a registered qualifying patient or personal caregiver in-person at the RMD, except in the case of delivery, in which an order may be delivered only to the primary residence of a registered qualifying patient or personal caregiver or the caregiving institution of a registered qualifying patient. The qualifying patient or caregiver receiving the delivery must who possess a registration card and valid photo identification as required pursuant to 105 CMR 725.105(F)(2).
- (7) An RMD may not sell any products other than marijuana, including MIPs and marijuana seeds, and other products such as vaporizers that facilitate the use of marijuana for medical purposes.
- (8) Consumption of marijuana on the premises or grounds of any RMD is prohibited, provided however that an RMD may administer marijuana for the purposes of teaching use of vaporizers, or demonstration of use of other products as necessary.
- (9) An RMD may not adulterate marijuana, including with psychoactive additives or other illicit substances.
- (10) An RMD may not sell marijuana to a registered qualifying patient with a hardship cultivation registration or to his or her personal caregiver(s), provided however that the RMD may sell seeds to such individuals.

(O) Requirements Upon Expiration, Revocation, or Voiding of Certificate of Registration of RMD.

- (1) If a registration to operate expires without being renewed, is revoked, or becomes void, the RMD shall:
 - (a) Immediately discontinue cultivation and production of marijuana;
 - (b) Weigh and inventory all unused marijuana in all stages of cultivation and all MIPs in any stage of production, and create and maintain a written record of all such items;
 - (c) Dispose of the unused marijuana in accordance with 105 CMR 725.105(J) subsequent to approval by the Department. Such disposal shall be considered to be in the best interests of the general public, and the Department shall not be held liable in any way for any financial or other loss; and
 - (d) Maintain all records as required by 105 CMR 725.105(I)(7).
- (2) If the RMD does not comply with the requirements of 105 CMR 725.105(O)(1), the Department shall have the authority to, at the RMD's expense, secure the RMD, and after a period of 30-calendar days, seize and destroy the inventory and equipment and contract for the storage of RMD records.

(P) Access to the Department, Emergency Responders, and Law Enforcement.

- (1) The following individuals shall have access to an RMD or RMD transportation vehicle:
 - (a) Representatives of the Department in the course of responsibilities authorized by 105 CMR 725.000 or St. 2012, c. 369; and
 - (b) Emergency responders in the course of responding to an emergency.
- (2) 105 CMR 725.000 shall not be construed to prohibit access to authorized law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

(Q) Liability Insurance Coverage or Maintenance of Escrow.

- (1) An RMD shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 105 CMR 725.105(Q)(2). The deductible for each policy shall be no higher than \$5,000 per occurrence.
- (2) An RMD that documents an inability to obtain minimum liability insurance coverage as required by 105 CMR 725.105(Q)(1) may place in escrow a sum of no less than \$250,000, to be expended for coverage of liabilities.
- (3) The escrow account required pursuant to 105 CMR 725.105(Q)(2) must be replenished within ten business days of any expenditure.
- (4) Reports documenting compliance with 105 CMR 725.105(Q) shall be made in a manner and form determined by the Department pursuant to 105 CMR 725.105(M).

725.110: Security Requirements for Registered Marijuana Dispensaries

(A) General Requirements. An RMD shall implement sufficient security measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the RMD. Security measures to protect the premises, registered qualifying patients, personal caregivers, and dispensary agents of the RMD must include, but are not limited to the following. The RMD must:

- (1) Allow only registered qualifying patients, personal caregivers, dispensary agents, persons authorized by 105 CMR 725.105(P), and, subject to the requirements of 105 CMR 725.110(C)(4), outside vendors, contractors, and visitors, access to the RMD;
- (2) Prevent individuals from remaining on the premises of the RMD if they are not engaging in activity expressly or by necessary implication permitted by St. 2012, c. 369 and 105 CMR 725.000;
- (3) Dispose of marijuana in accordance with 105 CMR 725.105(J), in excess of the quantity required for normal, efficient operation as established in 105 CMR 725.105(G)(1);
- (4) Establish limited access areas accessible only to specifically authorized personnel, which shall include only the minimum number of employees essential for efficient operation;
- (5) Store all finished marijuana in a secure, locked safe or vault and in such a manner as to prevent diversion, theft, and loss;
- (6) Keep all safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing, or storage of marijuana and MIPs securely locked and protected from entry, except for the actual time required to remove or replace marijuana;
- (7) Keep all locks and security equipment in good working order;
- (8) Prohibit keys, if applicable, from being left in the locks, or stored or placed in a location accessible to persons other than specifically authorized personnel;
- (9) Prohibit accessibility of security measures, such as combination numbers, passwords, or electronic or biometric security systems, to persons other than specifically authorized personnel;
- (10) Ensure that the outside perimeter of the RMD is sufficiently lit to facilitate surveillance;
- (11) Ensure that trees, bushes, and other foliage outside of the RMD do not allow for a person or persons to conceal themselves from sight;
- (12) Develop emergency policies and procedures for securing all product following any instance of diversion, theft, or loss of marijuana, and conduct an assessment to determine whether additional safeguards are necessary; and
- (13) Develop sufficient additional safeguards as required by the Department for RMDs that present special security concerns.

(14) An RMD shall comply with all local requirements regarding siting, provided however that if no local requirements exist, an RMD shall not be sited within a radius of 50 feet of a school, daycare center, or any facility in which children commonly congregate. The 500 foot distance under this section is measured in a straight line from the nearest point of the facility in question to the nearest point of the proposed RMD.

(B) Alternate Security Provisions. If an RMD has provided other safeguards that can be regarded as an adequate substitute for a security requirement specified in 105 CMR 725.110, such added protection may be taken into account by the Department in evaluating overall required security measures.

(C) Limited Access Areas.

(1) All limited access areas must be identified by the posting of a sign that shall be a minimum of 12" X 12" and which states: "Do Not Enter - Limited Access Area - Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height.

(2) All limited access areas shall be clearly described by the filing of a diagram of the registered premises, in the form and manner determined by the Department, reflecting walls, partitions, counters, and all areas of entry and exit. Said diagram shall also show all propagation, vegetation, flowering, processing, production, storage, disposal, and retail sales areas.

(3) A dispensary agent shall visibly display an identification badge issued by the RMD at all times while at the RMD or transporting marijuana.

(4) All outside vendors, contractors, and visitors must obtain a visitor identification badge prior to entering a limited access area, and shall be escorted at all times by a dispensary agent authorized to enter the limited access area. The visitor identification badge must be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out, and that log shall be available for inspection by the Department at all times. All visitor identification badges shall be returned to the RMD upon exit.

(D) Security and Alarm Systems.

(1) An RMD shall have an adequate security system to prevent and detect diversion, theft, or loss of marijuana or unauthorized intrusion, utilizing commercial grade equipment, which shall, at a minimum, include:

(a) A perimeter alarm on all entry and exit points and perimeter windows;

(b) A failure notification system that provides an audible, text, or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to designated employees of the RMD within five minutes after the failure, either by telephone, email, or text message;

(c) A duress alarm, panic alarm, or holdup alarm connected to local public safety or law enforcement authorities;

(d) Video cameras in all areas that may contain marijuana, at all points of entry and exit, and in any parking lot, which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras shall be directed at all safes, vaults, sales areas, and areas where marijuana is cultivated, harvested, processed, prepared, stored, handled, or dispensed. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the RMD or area;

(e) 24-hour recordings from all video cameras that are available for immediate viewing by the Department upon request and that are retained for at least 90-calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if the RMD is aware of a pending criminal, civil, or administrative investigation, or legal proceeding for which the recording may contain relevant information;

(f) The ability to immediately produce a clear, color, still photo (live or recorded);

(g) A date and time stamp embedded on all recordings. The date and time shall be synchronized and set correctly and shall not significantly obscure the picture;

(h) The ability to remain operational during a power outage; and

- (i) A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal.
 - (2) All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction, and alterations.
 - (3) In addition to the requirements listed in 105 CMR 725.110(D)(1) and (2), the RMD shall have a back-up alarm system, with all capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system, or shall demonstrate to the Department's satisfaction alternate safeguards to ensure continuous operation of a security system.
 - (4) Access to surveillance areas shall be limited to persons that are essential to surveillance operations, law enforcement authorities acting within their lawful jurisdiction, security system service personnel, and the Department. A current list of authorized employees and service personnel that have access to the surveillance room must be available to the Department upon request. If on-site, surveillance rooms shall remain locked and shall not be used for any other function.
 - (5) All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30-calendar days from the previous inspection and test.
- (E) Registered Marijuana Dispensary Transportation of Marijuana and MIPs.
- (1) Only a dispensary agent may transport marijuana or MIPs on behalf of an RMD, between RMDs, RMD sites, or to registered qualifying patients or personal caregivers. Only a dispensary agent or laboratory agent may transport marijuana or MIPs between an independent testing laboratory and RMDs.
 - (2) An RMD and independent testing laboratory shall:
 - (a) Weigh, inventory, and account for on video all marijuana to be transported prior to its leaving the origination location;
 - (b) Re-weigh, re-inventory, and account for on video all marijuana transported, within eight hours after arrival at the destination RMD or independent testing laboratory except in the case of of transport from a RMD for delivery pursuant to 105 CMR 725.110(E)(11);
 - (c) Document and report any unusual discrepancy in weight or inventory to the Department and local law enforcement within 24 hours;
 - (d) Complete a shipping manifest in a form and manner determined by the Department, for retention by the origination location, and carry a copy of said manifest with the products being transported; and
 - (e) Securely transmit a copy of the manifest to the destination prior to transport except in the case of home delivery pursuant to 105 CMR 725.110(E)(11).
 - (3) An RMD and independent testing laboratory shall retain all shipping manifests for no less than one year and make them available to the Department upon request.
 - (4) An RMD and independent testing laboratory shall ensure that marijuana is:
 - (a) Transported in a secure, locked storage compartment that is part of the vehicle transporting the marijuana;
 - (b) Not visible from outside the vehicle; and
 - (c) Transported in a vehicle that bears no markings that indicate that the vehicle is being used to transport marijuana nor indicates the name of the RMD or independent testing laboratory.
 - (5) Any vehicle transporting marijuana shall travel directly from origination to destination and shall not make any stops except in the case of delivery pursuant to 105 CMR 725.110(E)(11). In case of an emergency stop, a detailed log must be maintained describing the reason for the event, the duration, the location, and any activities of personnel exiting the vehicle.
 - (6) An RMD shall ensure that all delivery times and routes are randomized.
 - (7) An RMD shall staff all transport vehicles with a minimum of two dispensary or laboratory agents. At least one dispensary or laboratory agent shall remain with the vehicle at all times that the vehicle contains marijuana.

- (8) Each dispensary or laboratory agent shall have access to a secure form of communication with personnel at the sending site at all times that the vehicle contains marijuana.
- (9) Each dispensary or laboratory agent shall carry his or her Department-issued registration card at all times when transporting marijuana and shall produce it to the Department's authorized representative or law enforcement official upon request.
- (10) An RMD or independent testing laboratory shall report to the Department and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents pursuant to 105 CMR 725.110(F), that occur during transport, within 24 hours.
- (11) Delivery of marijuana to the primary residence of a registered qualifying patient or a personal caregiver or to the caregiving institution of a registered qualifying patient shall be conducted in accordance with 105 CMR 725.105(F) and 105 CMR 725.110(E).
- (12) Each vehicle used for transport of marijuana shall have a global positioning system monitoring device that is monitored by the RMD or independent laboratory during transport.

(F) Incident Reporting.

- (1) An RMD shall immediately notify appropriate law enforcement authorities and the Department within 24 hours after discovering the following:
 - (a) Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the RMD or a dispensary agent;
 - (b) Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;
 - (c) Unauthorized destruction of marijuana;
 - (d) Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents;
 - (e) An alarm activation or other event that requires response by public safety personnel;
 - (f) The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and
 - (g) Any other breach of security.
- (2) An RMD shall, within ten calendar days, provide written notice to the Department of any incident described in 105 CMR 725.110(F)(1), by submitting an incident report in the form and manner determined by the Department which details the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were notified.
- (3) All documentation related to an incident that is reportable pursuant to 105 CMR 725.110(F)(1) shall be maintained by an RMD for no less than one year and made available to the Department and to law enforcement authorities acting within their lawful jurisdiction upon request.

- (G) An RMD must, on an annual basis, obtain at its own expense a security system audit by a vendor approved by the Department. A report of such audit must be submitted, in a form and manner determined by the Department, no later than 30-calendar days after the audit is conducted. If the audit identifies concerns related to the RMD's security system, the RMD must also submit a plan to mitigate those concerns within ten business days of submitting the audit.

725.200: Confidentiality

- (A) Information held by the Department about applicants for registration as a qualifying patient, personal caregiver, or dispensary agent, and registered qualifying patients, personal caregivers, and dispensary agents is confidential and exempt from the provisions of M.G.L. c. 66.
- (B) Information held by the Department about applicants for registration as a qualifying patient, personal caregiver, or dispensary agent, and registered qualifying patients, personal caregivers, and dispensary agents may be released by the Department to:
 - (1) The data subject or the data subject's authorized representative, pursuant to M.G.L. c. 66A;
 - (2) Department staff for the purpose of carrying out their official duties;
 - (3) An individual or entity pursuant to an order from a court of competent jurisdiction;
 - (4) Law enforcement personnel for the sole purpose of verifying a cardholder's registration and certification;

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- (5) The Board of Registration in Medicine when necessary in connection with referrals to said Board concerning violations of 105 CMR 725.000; and
- (6) Other government agencies acting within their lawful jurisdiction, to the extent necessary to carry out the Department's responsibilities and to ensure compliance with St. 2012, c. 369 and with 105 CMR 725.000.

(C) Applications, supporting information, and other information regarding an RMD are not confidential, provided however that the following is confidential and exempt from the provisions of M.G.L. c. 66:

- (1) Information that identifies a specific registered qualifying patient, personal caregiver, or registered dispensary agent; and
- (2) Information held by the Department about RMD physical layout, as well as policies, procedures, practices, and plans pertaining to security;

(D) Information held by an RMD about registered qualifying patients, personal caregivers, and dispensary agents is confidential and shall not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction, provided however, the Department may access this information to carry out official duties.

725.300: Inspection of Registered Marijuana Dispensaries

(A) The Department or its agents may inspect an RMD and affiliated vehicles at any time without prior notice in order to determine the RMD's compliance with St. 2012, c. 369 and 105 CMR 725.000. All areas of an RMD, all dispensary agents and activities, and all records are subject to such inspection. Acceptance of a certificate of registration by an RMD constitutes consent for such inspection.

(B) An RMD shall immediately upon request make available to the Department all information that may be relevant to a Department inspection, or an investigation of any incident or complaint.

(C) An RMD shall make all reasonable efforts to facilitate the Department's inspection, or investigation of any incident or complaint, and to facilitate the Department's interviews of RMD dispensary agents.

(D) An inspection or other investigation may be made prior to the issuance of a certificate of registration or renewal of registration. Additional inspections may be made whenever the Department deems it necessary for the enforcement of St. 2012, c. 369 and 105 CMR 725.000.

(E) During an inspection, the Department may direct an RMD to test marijuana for contaminants as specified by the Department including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved by the Department.

725.305: Deficiency Statements

After an inspection in which a violation of 105 CMR 725.000 is observed or a violation is otherwise determined to have occurred, the Department shall issue a Deficiency Statement citing every violation identified, a copy of which shall be left with or sent to the RMD.

725.310: Plan of Correction

(A) An RMD shall submit to the Department a written Plan of Correction for any violations cited in the Deficiency Statement issued pursuant to 105 CMR 725.305 within ten business days after receipt of the Deficiency Statement.

(B) Every Plan of Correction shall state, with respect to each deficiency, the specific corrective step(s) to be taken, a timetable for such steps, and the date by which compliance with 105 CMR 725.000 will be achieved. The timetable and the compliance dates shall be consistent with achievement of compliance in the most expeditious manner possible.

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(C) The Department shall review the Plan of Correction for compliance with the requirements of 105 CMR 725.000 and shall notify the RMD of either the acceptance or rejection of the plan. An unacceptable plan must be amended and resubmitted within five business days after receipt of such notice.

725.400: Registered Marijuana Dispensary: Grounds for Denial of Initial Application for Registration

Each of the following, in and of itself, constitutes full and adequate grounds for denying the initial application for an RMD registration.

- (A) Information provided by the applicant was misleading, incorrect, false, or fraudulent.
- (B) The application received a low evaluation, indicating the inability to maintain and operate an RMD in compliance with the requirements of St 2012, c. 369 and 105 CMR 725.000.
- (C) The application received a lower evaluation than other applications.
- (D) The applicant has been determined to be either not responsible or suitable pursuant to any one or more of the factors listed in 105 CMR 725.100(B)(3)(n).
- (E) The application does not serve the needs of the Commonwealth with regard to location, access, quality, and community safety.
- (F) Any other ground that serves the purposes of 105 CMR 725.000 or St. 2012, c. 369.

725.405: Registered Marijuana Dispensary Registration: Grounds for Denial of Renewal Applications and Revocation

Each of the following, in and of itself, constitutes full and adequate grounds for denying the renewal application for registration or revoking registration.

- (A) The RMD is not operational within the time indicated pursuant to 105 CMR 725.100(D).
- (B) Information provided by the RMD was materially inaccurate, incomplete, or fraudulent.
- (C) The RMD has failed to comply with any requirement of St. 2012, c. 369 or 105 CMR 725.000 or any applicable law or regulation, including laws and regulations of the Commonwealth relating to taxes, child support, workers compensation, and professional and commercial insurance coverage.
- (D) The RMD has failed to submit a Plan of Correction as required or to implement a Plan of Correction as submitted pursuant to 105 CMR 725.310.
- (E) The RMD has assigned or attempted to assign its certificate of registration to another entity.
- (F) There has been a lack of responsible operation of the RMD, as shown by, but not limited to, one or more of the following:
 - (1) Incompetent or negligent operation;
 - (2) Failure to maintain the RMD in a clean, orderly, and sanitary fashion; or
 - (3) Permitting a person to use a registration card belonging to a different person.
- (G) The RMD does not have sufficient financial resources to meet the requirements of St. 2012, c. 369 or 105 CMR 725.000.
- (H) The financial management of the RMD has resulted in the filing of a petition for bankruptcy or receivership related to the financial solvency of the RMD.

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(I) A executive of an RMD, or a member, if any, of the entity, has maintained a substandard level of compliance with the statutory and regulatory requirements for the operation of a healthcare facility or facility for providing marijuana for medical purposes in another jurisdiction including, but not limited to, failure to correct deficiencies, a limitation upon or a suspension, revocation, or refusal to grant or renew a registration or license to operate, or certification for Medicaid or Medicare.

(J) A dispensary agent of an RMD has a history of criminal conduct as evidenced by any criminal proceedings against such individual or against healthcare facilities or marijuana facilities in which such individual either owned shares of stock or served as a corporate officer, and which resulted in conviction, guilty plea, plea of *nolo contendere*, or admission to sufficient facts.

(K) A executive of an RMD, or a member, if any, of the entity, has committed, permitted, aided, or abetted any illegal practices in the operation of any RMD.

(L) The RMD has failed to cooperate or give information to a law enforcement official acting within his or her lawful jurisdiction related to any matter arising out of conduct at any RMD.

(M) The conduct or practices of the RMD have been detrimental to the safety, health, or welfare of registered qualified patients, personal caregivers, or the public.

(N) The conduct and/or practices of the RMD demonstrate a lack of responsibility or suitability as specified in 105 CMR 725.100(B)(3)(u).

(O) Any other ground that serves the purposes of 105 CMR 725.000 or St. 2012, c. 369.

725.410: Void Registered Marijuana Dispensary Registration

An RMD registration is void if the RMD transfers its location without Department approval or ceases to operate.

725.415: Registered Marijuana Dispensary Registration: Limitation of Sales by Registered Marijuana Dispensaries

(A) If the Commissioner determines that an RMD does not substantially comply with applicable provisions of 105 CMR 725.000 or St. 2012, c. 369, the Commissioner may order that the RMD shall not sell marijuana, after a date specified, to registered qualifying patients or their personal caregivers.

(B) The Commissioner shall not make such a determination until an RMD has been notified that the RMD does not substantially comply with applicable provisions of 105 CMR 725.000 or St. 2012, c. 369, that an order to limit sales is contemplated, and that the RMD has a reasonable opportunity to correct the deficiencies.

(C) An order that an RMD shall not sell marijuana pursuant to 105 CMR 725.415(A) may be rescinded when the Commissioner finds that the RMD is in substantial compliance with the applicable provisions of 105 CMR 725.000.

725.420: Denial of a Registration Card or Hardship Cultivation Registration

Each of the following, in and of itself, constitutes full and adequate grounds for denial of a registration card for a registered qualifying patient, personal caregiver, or dispensary agent, or a hardship cultivation registration:

(A) Failure to provide the information required in 105 CMR 725.000 for a registration card or hardship cultivation registration;

(B) Provision of misleading, incorrect, false, or fraudulent information on the application;

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- (C) Failure to meet the requirements set forth in 105 CMR 725.000 for a registration card or hardship cultivation registration;
- (D) Revocation or suspension of a registration card or hardship cultivation registration in the previous six months;
- (E) Failure to pay all applicable fees; or
- (F) Any other ground that serves the purposes of 105 CMR 725.000 or St. 2012, c. 369.

725.425: Revocation of a Registration Card or Hardship Cultivation Registration

- (A) Each of the following, in and of itself, constitutes full and adequate grounds for revocation of a registration card issued to a registered qualifying patient, personal caregiver, institutional caregiver, dispensary agent, laboratory agent or a hardship cultivation registration:
 - (1) Submission of misleading, incorrect, false, or fraudulent information in the application or renewal application;
 - (2) Violation of the requirements of St. 2012, c. 369 or 105 CMR 725.000;
 - (3) Fraudulent use of a registration card;
 - (4) Selling, distributing, or giving marijuana to any unauthorized person;
 - (5) Tampering, falsifying, altering, modifying, duplicating, or allowing another person to use, tamper, falsify, alter, modify, or duplicate a registration card or hardship cultivation registration;
 - (6) Failure to notify the Department within five business days after becoming aware that the registration card has been lost, stolen, or destroyed; or
 - (7) Failure to notify the Department within five business days after a change in the registration information contained in the application or required by the Department to have been submitted in connection therewith.
- (B) In addition to the grounds in 105 CMR 725.425(A), each of the following, in and of itself, shall be adequate grounds for the revocation of a registration card issued to a registered qualifying patient:
 - (1) The qualifying patient is no longer a resident of the Commonwealth;
 - (2) The qualifying patient, taking into account the amounts of marijuana or MIPs obtained by his or her personal caregiver if applicable, seeks to obtain or obtains more of such amounts than is allowable under 105 CMR 725.105(F)(2); or
 - (3) The qualifying patient has used marijuana in a manner that puts others at risk of their health, safety, or welfare, or has failed to take reasonable precautions to avoid putting others at such risk.
- (C) In addition to the grounds in 105 CMR 725.425(A), a conviction of a felony drug offense in the Commonwealth, or a like violation of the laws of another state, the United States or a military, territorial, or Indian tribal authority shall be adequate grounds for the revocation of a dispensary agent's registration card.
- (D) In addition to the grounds in 105 CMR 725.425(A), the purchase of marijuana from an RMD by a registered qualifying patient with a hardship cultivation registration, or his or her personal caregiver, shall be adequate grounds for the revocation of a hardship cultivation registration.
- (E) In addition to the applicable grounds in 105 CMR 725.425(A) through (C), any other ground that serves the purposes of 105 CMR 725.000 or St. 2012, c. 369 shall be sufficient to revoke a registration card or hardship cultivation registration.

725.430: Revocation of a Certifying Healthcare Provider Registration

Each of the following, in and of itself, constitutes full and adequate grounds for revoking a certifying healthcare provider registration:

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- (A) The certifying healthcare provider fraudulently issued a written certification;
- (B) The certifying healthcare provider failed to comply with the requirements of St. 2012, c. 369 or any applicable provisions of 105 CMR 725.000;
- (C) The certifying healthcare provider issued a written certification on or after July 1, 2014, without completion of continuing professional development credits pursuant to 105 CMR 725.010(A); or
- (D) Any other ground that serves the purposes of 105 CMR 725.000 or St. 2012, c. 369.

725.435: Void Certifying Physician Registration

- (A) When a certifying healthcare provider's license to practice medicine or nursing, as applicable, in Massachusetts is no longer active, or is suspended, revoked, or restricted with regard to prescribing, or the certifying healthcare provider has voluntarily agreed not to practice medicine, or nursing, in Massachusetts, as applicable, or the certifying healthcare provider's Massachusetts controlled substances registration is suspended or revoked, the certifying healthcare provider's registration to certify a debilitating medical condition for a qualifying patient is immediately void.
- (B) When a certifying healthcare provider surrenders his or her registration, the registration is void.
- (C) A void certifying healthcare provider registration is inactive and invalid.

725.440: Void Registration Cards

- (A) A registration card issued to a dispensary agent shall be void when the agent has ceased to be associated with the RMD that applied for and received the dispensary agent's registration card.
- (B) A registration card that has been issued to a qualifying patient, including a hardship cultivation registration, shall be void when:
 - (1) The card has not been surrendered upon the issuance of a new registration card based on new information;
 - (2) The qualifying patient is no longer a resident of Massachusetts; or
 - (3) The patient is deceased.
- (C) A registration card issued to a personal caregiver is void:
 - (1) When the registered qualifying patient has notified the Department that the individual registered as the personal caregiver is no longer the personal caregiver for that patient;
 - (2) When the sole registered qualifying patient for whom the personal caregiver serves as such is no longer registered with the Department; or
 - (3) Five days after the death of the registered qualifying patient to allow for appropriate disposal of marijuana pursuant to 105 CMR 725.105(J)(4).
- (D) A void registration card is inactive and invalid.

725.445: Summary Cease and Desist Order and Quarantine Order

A summary cease and desist order or quarantine order may be imposed by the Commissioner prior to a hearing, in order immediately to stop or restrict operations by an RMD, to protect the public health, safety, or welfare. The Commissioner may rescind or amend a summary cease and desist order or quarantine order.

- (A) If, based upon inspection, affidavits, or other evidence, the Commissioner determines that an RMD or the products prepared by an RMD pose an immediate or serious threat to the public health, safety, or welfare, the Commissioner may:

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- (1) Issue a cease and desist order and/or quarantine order, requiring cessation or restriction of any or all RMD operations, and prohibiting the use of marijuana produced by that RMD; or
- (2) Issue a cease and desist order placing restrictions on an RMD, to the extent necessary to avert a continued threat, pending final investigation results.

(B) The requirements of the cease and desist order or the quarantine order shall remain in effect until the Commissioner rescinds or amends such requirements or until such time as the Department takes final action on any related pending complaint and issues a final decision.

725.450: Summary Suspension Order

The Commissioner may summarily suspend any registration card or certificate of registration issued pursuant to 105 CMR 725.000, pending further proceedings for denial of renewal or revocation of a registration, whenever the Commissioner finds that the continued registration poses an imminent danger to the public health, safety, or welfare.

725.500: Administrative Review: Non-selection of a Registered Marijuana Dispensary's Application for Initial Registration

- (A) The Department shall provide written notice of non-selection to an applicant.
- (B) Applicants may request copies of the evaluation scores and any documentation supporting the evaluation process for all applications.
- (D) The written notice of non-selection becomes a final agency action ten business days after issuance, subject to judicial review in Superior Court in an action for certiorari relief under M.G.L. c. 249, § 4, unless the applicant submits a request pursuant to 105 CMR 725.500(B).
- (E) If an applicant submits a request pursuant to 105 CMR 725.500(B), the written notice of non-selection becomes final upon provision of the requested written documentation.
- (F) No entity whose application has been denied pursuant to 105 CMR 725.400 may make another application for at least one year after the date of denial.

725.505: Hearings

- (A) Upon written request filed with the Department no later than 28-calendar days after the effective date of a summary cease and desist order or quarantine order issued pursuant to 105 CMR 725.445, a registrant shall be afforded a hearing. At the hearing, the Department must prove by a preponderance of the evidence that there existed immediately prior to, or at the time of the order, an immediate or serious threat to the public health, safety, or welfare.
- (B) Upon written request filed with the Department no later than 14-calendar days after the effective date of a summary suspension order issued pursuant to 105 CMR 725.450., a registrant shall be afforded a hearing. At the hearing, the Department must prove by a preponderance of the evidence that there existed immediately prior to, or at the time of the suspension, an imminent danger to the public health, safety, or welfare.
- (C) With the exception of the provisions for cease and desist orders and quarantine orders pursuant to 105 CMR 725.445, and summary suspension orders pursuant to 105 CMR 725.450, the Department shall provide written notice, and shall provide a hearing if a hearing is requested in writing within 21-calendar days after the effective date stated in the notice, prior to:
 - (1) Denying a renewal application for a registration card;
 - (2) Revoking a registration card for a registered qualifying patient, personal caregiver, or dispensary agent;
 - (3) Denying a renewal application for or revoking a hardship cultivation registration;
 - (4) Denying a renewal application of an RMD;
 - (5) Revoking the registration certificate of an RMD;
 - (6) Limiting sales of marijuana by an RMD; or

(7) Revoking a certifying physician registration.

(D) The written notice shall provide the registrant with a statement of the grounds for the action and of the right to request a hearing and the time-period for such request.

(E) If a request for a hearing is made, the hearing shall be conducted and a tentative decision issued by the Division of Administrative Law Appeals in accordance with 801 CMR 1.01: *Formal Rules*.

(F) At the hearing, the Department must prove the basis for the action by a preponderance of the evidence. If, at the hearing, the Magistrate or Presiding Officer finds any single ground for revocation, suspension, limitation of sales of marijuana, denial of any application, or refusal to renew any application, the Magistrate or Presiding Officer shall render a decision affirming the action initiated by the Department.

(G) A final decision by the Department after a hearing is a final agency action subject to judicial review in Superior Court pursuant to M.G.L. c. 30A.

(H) If a hearing pursuant to 105 CMR 725.505 is not requested within the required time, the right to a hearing is waived.

725.510: Effect of Denial of Renewal or Revocation of Registered Marijuana Dispensary Registration, Revocation of Dispensary Agent Registration, and Surrender of a Registration

(A) An RMD that has had its application for renewal registration denied or its registration revoked is disqualified from future registration as an RMD.

(B) A dispensary agent whose registration card has been revoked is disqualified from serving as a dispensary agent or from having any financial interest in an RMD.

(C) The surrender of a certificate of registration or a registration card shall not prevent the Department from revoking, or imposing other penalties with respect to, such certificate of registration or registration card.

725.600: Municipal Requirements

(A) An RMD and other registered persons shall comply with all local rules, regulations, ordinances, and bylaws.

(B) The Department does not mandate any involvement by municipalities or local boards of health in the regulation of RMDs, qualifying patients with hardship cultivation registrations, or any other aspects of marijuana for medical use. However, nothing in 105 CMR 725.000 shall be construed so as to prohibit lawful local oversight and regulation, including fee requirements, that does not conflict or interfere with the operation of 105 CMR 725.000.

725.650: Non-conflict with Other Law

(A) Nothing in 105 CMR 725.000 shall be construed to limit the applicability of other law as it pertains to the rights of landlords, employers, law enforcement authorities, or regulatory agencies.

(B) Nothing in 105 CMR 725.000:

- (1) Allows the operation of a motor vehicle, boat, or aircraft while under the influence of marijuana;
- (2) Requires any health insurance provider, or any government agency or authority, to reimburse any person for the expenses of the medical use of marijuana;
- (3) Requires any healthcare professional to authorize the use of medical marijuana for a patient;

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- (4) Requires any accommodation of any on-site medical use of marijuana in any place of employment, school bus or on school grounds, in any youth center, in any correctional facility, or of smoking medical marijuana in any public place;
- (5) Supersedes Massachusetts law prohibiting the possession, cultivation, transport, distribution, or sale of marijuana for nonmedical purposes; or
- (6) Requires the violation of federal law or purports to give immunity under federal law;
- (7) Poses an obstacle to federal enforcement of federal law.

(C) Nothing in 105 CMR 725.000 shall be construed to limit the scope of practice of a nurse practitioner pursuant to M.G.L. c. 112, § 80I.

725.700: Waivers

The Commissioner may waive the applicability of one or more of the requirements imposed by 105 CMR 725.000 upon finding that:

- (A) Compliance would cause undue hardship to the requestor;
- (B) If applicable, the requestor's non-compliance does not jeopardize the health or safety of any patient or the public;
- (C) If applicable, the requestor has instituted compensating features that are acceptable to the Department; and
- (D) The requestor provides to the Commissioner written documentation supporting its request for a waiver.

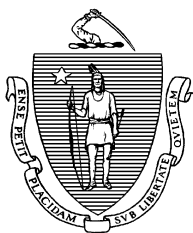
725.800: Severability

The provisions of 105 CMR 725.000 are severable. If a court of competent jurisdiction declares any section, subsection, paragraph, or provision unconstitutional or invalid, the validity of the remaining provisions shall not be affected.

REGULATORY AUTHORITY

105 CMR 725.000: St. 2012, c. 369 and M.G.L. c. 111, § 3.

Regulations Approved by PHC - 11.8.2017



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Bureau of Health Care Safety and Quality
Medical Use of Marijuana Program
99 Chauncy Street, 11th Floor, Boston, MA 02111

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-660-5370
www.mass.gov/medicalmarijuana

Guidance for Municipalities Regarding the Medical Use of Marijuana

Updated December 2017

The following information is provided to assist municipalities in addressing questions related to marijuana for medical use. Additional information is available on our website at mass.gov/medicalmarijuana, or by contacting our support center at (617) 660-5370, or medicalmarijuana@state.ma.us.

Department of Public Health Regulations & Local Laws or Regulations

Role of Municipalities. The Department of Public Health Regulations, 105 CMR 725.000, et. seq. (the “Regulations”)¹ implementing the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012 (the “Act”)² recognize the role of municipalities in adopting local laws and regulations regarding uses related to marijuana for medical use that are appropriate for their community.

Local Option. The Department does not, however, mandate any involvement by municipalities or local boards of health in the regulation of registered marijuana dispensaries (“RMDs”), qualifying patients with hardship cultivation registrations, or any other aspects of marijuana for medical use. 105 CMR 725.600(B).

Compliance with Local Law. The Regulations require RMDs and all other persons registered with the Medical Use of Marijuana Program (“Program”) to comply with all local ordinances, bylaws and regulations. 105 CMR 725.600(A). Nothing in the Regulations will be construed to prohibit lawful local oversight and regulation that does not conflict or interfere with the operation of 105 CMR 725.000. 105 CMR 725.600(B). For example, 105 CMR 725.110(A)(11) requires that an RMD must “[e]nsure that trees, bushes, and other foliage outside of the RMD do not allow for a person or persons to conceal themselves from sight...” Local ordinances or bylaws may not require landscaping that would conflict with this provision.

The Attorney General’s Office has issued decisions regarding bylaws or ordinances that it believes to conflict with state law, including a bylaw attempted to prohibit RMDs, a bylaw requiring all registered qualified patients within a municipality to register with the municipality, bylaws requiring personal caregivers or anyone engaged in home cultivation to register with local officials who are not law enforcement personnel, bylaws requiring a special permit for home cultivation, bylaws limiting home cultivation to a particular area in the community, bylaws prohibiting home delivery, bylaws requiring buffer zones around home cultivation sites, and bylaws requiring RMDs to comply with federal law. For more information on the decisions of the Attorney General’s Office regarding bylaws or ordinances regarding marijuana for medical use, please consult the website for the Attorney General’s Office at

<http://www.mlu.go.state.ma.us/>.

¹ <http://www.mass.gov/eohhs/docs/dph/regs/105cmr725.pdf>

² <https://malegislature.gov/Laws/SessionLaws/Acts/2012/Chapter369>

Municipalities must use their best judgment in crafting local requirements, so as not to create a conflict with 105 CMR 725.000. When in doubt, the municipality should consult its Town Counsel or City Solicitor.

Buffer Zone. One opportunity for municipalities to exercise local control over the placement of RMDs in their community is the setting of a buffer zone. The Regulations, 105 CMR 725.110(A)(14), state:

A RMD shall comply with all local requirements regarding siting, provided however that if no local requirements exist, a RMD shall not be sited within a radius of five hundred feet of a school, daycare center, or any facility in which children commonly congregate. The 500 foot distance under this section is measured in a straight line from the nearest point of the facility in question to the nearest point of the proposed RMD.

The Department interprets a “facility in which children commonly congregate” to include facilities in which children are gathered for a particular purpose in a structured and scheduled manner or which are dedicated to the use of children, such as playgrounds, youth services programs, day care centers, youth sports facilities, dance schools, and gymnastic schools. It includes a private home housing a family day care center, but not a private home where children happen to live. It does not include other facilities, such as ice cream shops, where children may happen to congregate, but not in a structured, scheduled manner.

Municipalities may set their own local siting requirements, but if they do not, the default buffer zone will be the 500 foot distance described in the Regulations.

Local Permitting. Municipalities are not required to wait for DPH to issue an RMD a Provisional Certificate of Registration before acting on local permit applications, but may elect to require an RMD to demonstrate that it has received such a registration first. Please note, however, that under the Regulations, 105 CMR 725.100(C)(1)(a), an RMD must submit architectural plans to the Department prior to construction or renovation of an RMD. Construction or renovation related to such plans shall not begin until the Department has granted approval.

Online Registration System

Who. The Medical Use of Marijuana Program Online System (“Online System”) provides web-based certification and registration for qualifying patients, as well as registration for healthcare providers, personal caregivers, dispensary agents, laboratory agents, and institutional caregivers. Pediatric patients (under 18 years of age) are registered through a paper process.

Access. The Online System allows access for law enforcement 24 hours a day, 7 days a week, via the Criminal Justice Information System (CJIS).

Verification. The Online System allows law enforcement to verify that an individual may legally possess marijuana for medical use.

Real-Time. The Online Registration System allows real-time updates of certification and registration information.

Secure. The Online Registration System has appropriate security and access limitations to protect sensitive or confidential information.

Registered Marijuana Dispensaries

Vertically-Integrated System. RMDs are “vertically-integrated,” which means RMDs grow, process, and dispense their own marijuana. Under certain conditions, RMDs are able to acquire up to 45% of their annual inventory of product from other RMDs.

Retail v. Cultivation. An RMD must have a retail facility, as well as cultivation and processing operations. Some RMDs elect to do cultivation, processing and retail operations all in one location, which is commonly referred to as a “co-located” operation. An RMD may also choose to have a retail dispensary in one location and grow marijuana at a remote

cultivation location. It may conduct the processing of the marijuana at either the retail dispensary location or the remote cultivation location. The remote cultivation location need not be in the same municipality or even the same county as the retail dispensary.

Multiple RMDs. An organization may operate up to three RMDs. The retail dispensaries of one organization may share a remote cultivation facility. Different organizations may not, however, share a remote cultivation facility with each other.

Amount of Marijuana. There is no specified numeric maximum amount that an RMD may have on its premises. The Regulations require that RMDs must limit their inventory of seeds, plants, and useable marijuana to reflect the projected needs of registered qualifying patients. 105 CMR 725.105(G)(1).

Number of RMDs per Municipality. It is up to a municipality to determine how many RMDs it deems appropriate for the community. The municipality may express that determination through granting or denying a request by an applicant for a letter of support or non-opposition during the RMD application process to obtain a Provisional Certificate of Registration. An RMD will not be permitted to proceed to the Inspections Phase if it has not obtained a letter of support or non-opposition.

Taxation. The Department of Revenue (“DOR”) has determined that the sales tax exemption for prescription medicine in G.L. c. 64H, § 6(l) applies to sales of marijuana and products containing marijuana to a qualifying patient or the patient’s personal caregiver pursuant to a written certification by a licensed physician. Any other supplies, educational materials or other items sold by the medical marijuana treatment center are subject to tax unless another exemption applies. For further information, please consult the DOR website: <http://www.mass.gov/dor/businesses/help-and-resources/legal-library/directives/directives-by-years/2015-directives/dd-15-1.html>; or consult your Town Counsel or City Solicitor for further information.

Other Activities at an RMD. An RMD is defined as an entity “that acquires, cultivates, possesses, processes (including development of related products such as edible MIPs, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers.” An RMD is not a health care provider or a provider of general wellness services. Under the Regulations, 105 CMR 725.105(N)(7), an RMD may not sell any products other than marijuana, marijuana-infused products (MIPs), marijuana seeds, and other products such as vaporizers that facilitate the use of marijuana for medical purposes. RMDs may, however, conduct a patient education program in compliance with the Regulations, 105 CMR 725.105(K).

Hours of Operation. The Regulations do not specify particular hours of operation. Municipalities may set reasonable requirements in this regard.

Home Delivery. The Regulations permit, but do not require, home delivery to registered qualifying patients, personal caregivers, and caregiving institutions of registered qualifying patients within the Commonwealth.

Limitations on Entry. Only registered qualifying patients, personal caregivers, dispensary agents and authorized state and local officials may enter an RMD, with limited exceptions.

Patient Choice. Qualifying patients may choose to purchase from different dispensaries from around the Commonwealth. Purchases are tracked in real-time to ensure the amount of marijuana for medical use that patients purchase is consistent with the amount their healthcare provider has certified them for.

Coordination with local law enforcement. The Regulations require RMDs to coordinate with local enforcement regarding panic alarms, hours of operation, after-hours contact information and access to RMD surveillance operations; as well as requiring dispensary agents to produce their Program ID Card to law enforcement upon request.

Certain issues must be reported to local law enforcement, often within 24 hours: diversion of marijuana; unusual discrepancies identified during inventory; theft, loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered

qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

Ongoing Inspections. The Department conducts announced and unannounced inspections of RMDs once they receive their Provisional Certificate of Registration. If local officials encounter issues with an RMD, they should contact the Medical Use of Marijuana Program at (617) 660-5370 or RMDcompliance@state.ma.us.

Annual Registration Renewal. RMDs are required to renew their registration annually with the Department.

The RMD Application Process

Overview. DPH evaluates RMD applications received on a rolling basis. Once a Provisional Certificate of Registration is awarded, successful applicants are notified that they are authorized to proceed to the Inspection Phase, during which they may seek all required local permits. After passing all applicable local and state inspections, an RMD may receive a Final Certificate of Registration and begin cultivation of marijuana for medical use. Upon receipt of a Final Approval for Retail Sales by the Department, an RMD may open for sales.

Role of Municipalities. Municipalities determine what local permits or licenses may be required if a RMD wishes to locate there, and may consult their Town Counsel or City Solicitor if there are any questions about the required process.

Proposed Locations. As part of the application process, an RMD applicant will submit an *Application of Intent*, a *Management and Operations Profile*, and a *Siting Profile* in sequential order. An applicant must be formally invited by the Department in writing in order to submit a *Management and Operations Profile* or *Siting Profile*. An RMD applicant does not inform the Department of their proposed RMD location(s) until the time of submission of the *Siting Profile*.

Letters of Support or Non-Opposition. RMDs may approach municipal officials to acquire a letter of local support or non-opposition, which is required for the *Siting Profile* portion of the application. There is no difference between a letter of support or a letter of non-opposition. Either letter will satisfy the requirement.

If the applicant is proposing a retail dispensary location and a remote cultivation facility, the applicant must submit a letter of support or non-opposition from both municipalities. This letter may be signed by (a) the Chief Executive Officer/Chief Administrative Officer, as appropriate, for the desired municipality; or (b) the City Council, Board of Alderman, or Board of Selectmen for the desired municipality. The applicant's choice of (a) or (b) should be done in consultation with the host community. Each letter requires that particular language be included in the letter, as provided in Section C of the *Siting Profile*. If the applicant and the host community choose (b), please note that the template language requires the signor to state that there was a vote to sign the letter taken at a duly noticed meeting and to identify the date of that meeting.

Notification of Municipality. After receiving an invitation to submit a *Management and Operations Profile*, the applicant must Notify the chief administrative officer, or equivalent, and chief of police, or equivalent, of the proposed city or town in which an RMD would be sited, if applicable, and the sheriff of the applicable county, of the intent to submit a *Management and Operation Profile* and a *Siting Profile*.

Municipal Approval Prior to Opening. Before an RMD can open, it must comply with all local rules, regulations, ordinances and bylaws, in addition to all applicable state laws.

Application Deadlines. To proceed in the applications process, the applicant must demonstrate compliance with the Act and the Regulations, and meet certain deadlines: (1) an applicant must submit a *Management and Operations Profile* 45 days after receipt of the invitation letter; (2) an applicant must receive an invitation to submit a *Siting Profile* within one year after submitting a *Management and Operations Profile*; and (3) an applicant must receive a Provisional Certificate of Registration within one year of the date of the invitation letter to submit a *Siting Profile*.

Home Cultivation

Overview. Until the Department announces the registration of home cultivators, registered qualifying patients and personal caregivers are permitted to engage in limited home cultivation in compliance with the Regulations up to the amount the registered qualifying patient is certified for by their healthcare provider.

Where. Home cultivation may only occur at either the qualifying patient's or personal caregiver's primary residence, but not both.

How. Cultivation and storage must occur in an enclosed, locked area, not visible for the street or other public areas. Only an amount sufficient to provide the qualifying patient with a sixty-day supply may be cultivated.

Public Records

Protection of RMD Security Information. Municipalities may receive information about RMDs in the course of the local permitting process that may compromise the RMD if disclosed.

There is an exemption to the Massachusetts public records law which exempts certain documents which may jeopardize public safety from disclosure, however municipalities should consult with their Town Counsel or City Solicitor for any questions on the public records law.³

³ .G.L. c. 4, s. 7(26)(n) provides that the following are exempt from disclosure as public records:

“(n) records, including, but not limited to, blueprints, plans, policies, procedures and schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, or any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation, cyber security or other infrastructure located within the commonwealth, the disclosure of which, in the reasonable judgment of the record custodian, subject to review by the supervisor of public records under subsection (c) of section 10 of chapter 66, is likely to jeopardize public safety or cyber security.”

ITEM TITLE: Cochituate Rail Trail Advisory Committee

ITEM SUMMARY: MassDOT bid award and construction timetable
Budget update
Sponsorship and naming rights

- LaGrange Street Access
- Guidance on developing Operations and Maintenance Plan
- Rt. 9 path to Hartford St-Request MassDOT to develop conceptual design
- Intermunicipal agreement with Framingham for Rt. 30 bridge
- 294 Bacon St-Disposition of vacant, town-owned structure

ATTACHMENTS:

Description	Upload Date	Type
Memo-J. Ostroff	12/17/2018	Cover Memo
CRT Project Recap	12/17/2018	Cover Memo

MEMORANDUM

To: Natick Board of Selectmen
From: Josh Ostroff, Chair, Cochituate Rail Trail Advisory Committee
Date: December 16, 2018
Re: CRT Update and Requested Action

cc: Melissa Malone, Town Administrator; Jamie Errickson, Director of Community and Economic Development; Jeremy Marsette, DPW Director; CRT Advisory Committee

This memorandum is provided to the Board as an update on the Cochituate Rail Trail project and to request Town action on various matters relating to the CRT. I look forward to appearing before the Board on December 17, 2018. Please let me know at your earliest convenience if you have any questions or need additional information about anything with this project.

Board action or direction is requested on several matters discussed below:

- Operation and Maintenance Plan
- Framingham agreement
- LaGrange Street access
- Route 9 Path
- 394 Bacon Street

Bid award and construction timetable

On December 4, MassDOT opened bids for this project. MassDOT anticipates about a 6-week process to review bids before selecting a qualified contractor, and another 5 weeks before issuing a Notice to Proceed. We are likely to have an opportunity to meet the construction team, along with BETA as construction oversight, and will update the Board and Town staff of any developments, including a construction schedule. Abutter outreach and public communication will be part of the construction phase, and I expect regular CRT Committee meetings throughout.

Draft Budget update (see attachment)

Based on the most recent MUNIS report and several invoices received by the Town, the project has an estimated balance (after accounting for BETA's construction oversight services) of just over \$12,000, if we make a reclassification of an easement appraisal expenditure to charge it against the Town Meeting article (Spring 2018, Article 26) for ROW easements. My recommendation is to leave this balance in place as a contingency and to help fund any expenditures that the Board may approve in the coming 2 years. This recap is presented as a draft.

Sponsorship and Naming Rights

In the coming months, the Friends of Natick Trails, advised by members of the CRT Advisory Committee, will be developing a plan for benches, pavers, and signage. If we do not have the opportunity through legislation to offer naming rights for the new bridges, that represents a lost opportunity to help pay down the debt for the acquisition cost. With or without this authority, once a plan is in place, it will be presented to the Board.

Operations and Maintenance Plan

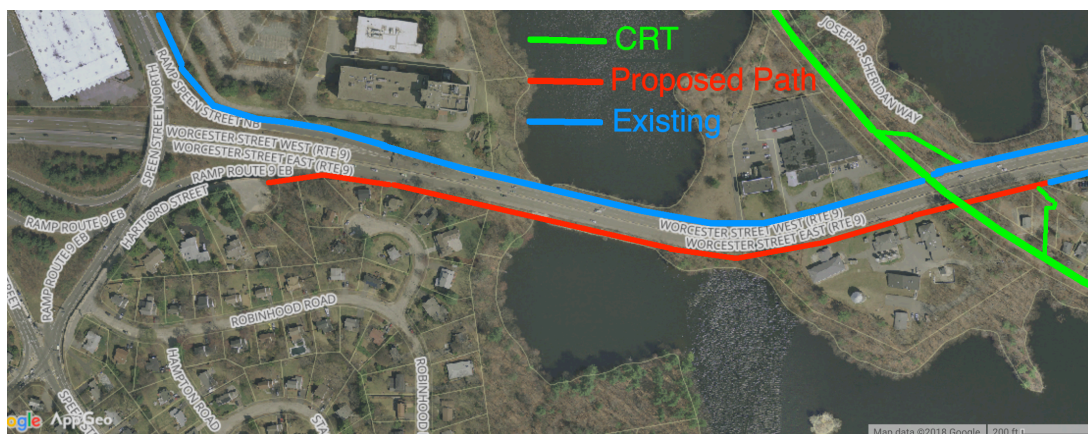
A formal plan to maintain and operate the trail will be valuable to Town departments (primarily DPW and Public Safety) and to the public. Committee members are available to work with Town staff to help develop a scope and outline in the coming months, which may then be presented as a recommendation to the Board. Board input is welcome.

Route 9 path (Board action requested)

About two years ago, the Transportation Advisory Committee, in partnership with MassDOT District 3, developed a preliminary plan for a paved connection from the easternmost end of Hartford Street, along the southern side of Route 9, that would join the existing sidewalk east of Bacon Street and thereby provide safe access to the CRT from neighborhoods in West Natick. This project would be almost entirely in the Route 9 layout, and is not proposed as a Town-funded project.

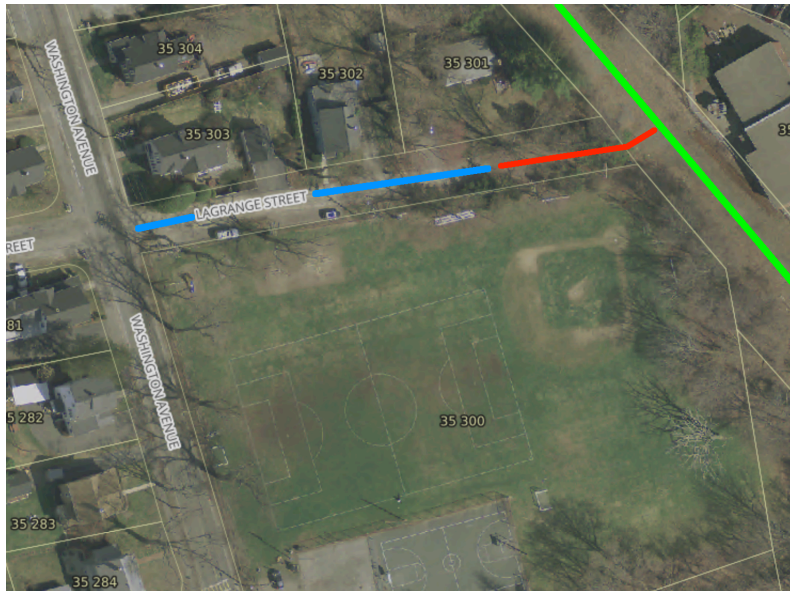
This project was described at a neighborhood meeting attended by project abutters in March 2017. At that time there was support, but also a request for further on-site meetings since some takings would be likely. Since then, nearby pedestrian connectivity has been improved along Route 9, including walking paths planned around the new Station 4.

The CRT Advisory Committee has voted to request that the Town formally ask MassDOT to advance the project by developing a conceptual design and schedule meetings with abutters, in coordination with the Town.



LaGrange Street access (Board action requested)

To help ensure safe access to the CRT from the west, it is advisable to determine what access is allowed over LaGrange Street. This is an unaccepted way, but, as the property owner to the south, the Town may have public right of access. If this can be determined promptly, the Town may request a paved connection to the CRT as part of the state- and federally-funded construction. If not, we can create a future safe connection. The CRT Advisory Committee has voted to request that the Board obtain a determination regarding public access to the CRT from LaGrange Street.



Framingham Agreement (Board action requested)

The new bridge spanning Route 30 to be constructed as part of the CRT will cross the Natick/Framingham Municipal boundary at its midpoint. It will be advisable to have a maintenance and ownership agreement in effect before the structure is complete and the bridge is turned over to the municipalities. The CRT Committee has voted to request that the Town undertake an appropriate agreement with Framingham.

394 Bacon Street (Board action requested)

This house and property at the western end of Bacon Street was acquired by the Town about 20 years ago because of its proximity to Town water wells. The house is now boarded up. The CRT Advisory Committee has voted to recommend that the Town make a determination and a plan for this structure, as it is a potential nuisance. It may be advisable to do this before CRT construction is complete. Please note that no plans are suggested for a replacement structure, and it is likely that any active use would be opposed by neighbors.

MBTA Station Connection

The CRT connection to the MBTA Station was deferred about three years ago, in part because a redesign of the station was then imminent. The MassDOT CRT project will terminate at Willow Street. There is an opportunity to have the southernmost section of the CRT paved as part of the MBTA station project, and to advocate for a fully functional connection up to street level. This is provided as information to the Board. A connection is shown in the current plans for the station, but not a ramp up to street level from the CRT. Formal support is likely to be requested as the MBTA station design proceeds.

Site Plan Review

In the coming months, the Committee with Town staff will be developing materials for a required Site Plan Review process for the Planning Board. This is likely to include elements outside of the scope of the MassDOT design, and include signage (e.g. for sponsorships), amenities (e.g. benches), and access (e.g. from the Mechanic Street lot or other connections).

Trail Connections

Many abutters will connect to the trail, including MathWorks, Avalon, Cloverleaf, Modera, the State Park, Camp Arrowhead, the AmVets, the 11 Mechanic Street lot and more.

CRT Advisory Committee Charge

As a reminder, should the Board wish to revisit the charge of the committee:

The Cochituate Rail Trail Advisory Committee is charged with advice and oversight for the CRT project, including design and construction; communication and outreach to abutters and the community; regional and state collaboration; coordination with community efforts to improve, support and maintain the trail; and recommendations for future operations, maintenance and oversight.

Parking for the CRT

Parking is a perennial issue for rail trails, and it is frequently asked about the CRT. At the request of trail neighbors, the CRT Committee has previously asked the Safety Committee to regulate parking on Bacon Street and Acadia Road. Some additional requests are likely. Currently, public parking is envisioned at 11 Mechanic, once access issues are resolved. There is also parking available at Chrysler Road and other public streets.

Thank you for your interest, and please let me know if you have any questions or need more information.

Cochituate Rail Trail Project Recap - DRAFT 12/14/2018

1. Design and related services

Appropriations	Amount	Year(s)	Notes
December 2006 STM #1	\$107,250.00	2006	Mall mitigation
Spring 2007 ATM	\$30,000.00	2007	Mall mitigation
Spring 2011 ATM	\$362,750.00	2011	Mall mitigation
Spring 2013 ATM	\$25,000.00	2013	Avalon Natick mitigation
Fall 2014 ATM	\$300,000.00	2014	Mall mitigation (\$100,000); 40R incentive (\$200,000)
2016 STM #2	\$50,000.00	2016	MathWorks mitigation
Fall 2017 ATM	\$220,000.00	2017	Free Cash
Total	\$1,095,000.00		
Expenditures			
Events and misc	\$743.96	2008, 2017	Public outreach
Title research	\$7,245.50	2008	Through Town Counsel
Security	\$19,163.05	2008 - 2017	Gates, Camp Arrowhead fence
Appraisal #1-4	\$28,100.00	2009-2016	Related to ROW acquisition
Environmental	\$50,860.57	2009; 2016	Related to ROW acquisition
Conceptual design	\$30,000.00	2011	Fay Spofford & Thordike
Transit analysis	\$45,480.00	2012	Combined transit/trail analysis (Bronner Group)
Surveys/wetlands	\$86,000.00	2013	BETA
25% Design including Route 30 bridge	\$245,025.68	2014	BETA
Final design including Route 30	\$491,885.88	2015-18	BETA
Interim Route 9 bridge repairs/improvements	\$33,894.47	2017	Engineering, materials, stipend to NE Council of Carpenters
Construction Oversight services (pending)	\$44,790.00	2019-20	BETA
Total Town Design Expenditures	\$1,083,189.11		
Unexpended Town Appropriations (estimated)	\$12,381.24		
Route 9 Bridge Design (funded by MassDOT)	\$252,156.00	2016-2017	BETA

2. Land Acquisition

Appropriations			
2016 Special TM #2 Article 3	\$3,100,000.00	2016	FAR Bonus Stabilization Fund
2016 Special TM #2 Article 3	\$2,960,000.00	2016	Borrowing
2016 Special TM #2 Article 3	\$11,000.00	2016	Donations
2018 Spring TM Article 26 (Easements) *	\$200,000.00	2018	Capital Stabilization; unexpended appropriations revert to fund
Total	\$6,271,000.00		
Expenditures			
CSX - Saxonville Branch ROW	\$6,071,000.00	2016	
CSX - Wonderbread Spur ROW	\$0.00	2016	
Easement services - engineering	\$16,332.65	2018	BETA
Easement appraisals	\$25,000.00	2018	Foster (note - this should be charged against Spring 18 Article 26)
Easement services - legal/title	\$16,042.25	2018	Murphy, Hesse, Toomey, Lehan; Valor Title Service
Easements - acquisition costs	\$43,100.00	2018	Home Depot, 5 Commonwealth Road
Total	\$6,171,474.90		
* Unexpended Town Appropriations (Easements)	\$99,525.10		Reverts to Capital Stabilization
11 Mechanic Street	\$375,000	2007	Acquired with Conservation Fund 2007; General Fund a/o 2015

3. Construction

Funding Sources			
Federal Highway Trust Fund	\$9,659,461.60	FFY 2018	FY 2018-2022 Transportation Improvement Plan
State Match	\$2,414,865.40	FFY 2018	FY 2018-2022 Transportation Improvement Plan
Total	\$12,074,327.00		

4. Total Project Budget (all funding sources)

Total Project Budget (all funding sources)	\$19,967,957.90	
Federal/State construction	\$12,074,327.00	60.5%
State appropriation (design)	\$252,156.00	1.3%
Mitigation (design)	\$875,000.00	4.4%
Free Cash (design)	\$220,000.00	1.1%
Mitigation (land acquisition)	\$3,100,000.00	15.5%
Borrowing (land acquisition)	\$2,960,000.00	14.8%
Donations (land acquisition)	\$11,000.00	0.1%
Tax Levy (land acquisition)	\$375,000.00	1.9%
Capital Stabilization (easements)	\$100,474.90	0.5%

ITEM TITLE: Transportation Advisory Committee

ITEM SUMMARY: Natick Center MBTA Project Update
West Natick MBTA Station solar canopy project
Lower speed limit legislation
Anticipated work in 2019

- Approval to develop RFI to solicit proposals for a no-cost bike share system
- Letter to MassDOT to preserve pedestrian access at Spring Street Bridge (owned by MassDOT)

ATTACHMENTS:

Description	Upload Date	Type
Transportation Updates	12/14/2018	Cover Memo

MEMORANDUM

To: Natick Board of Selectmen
From: Josh Ostroff, Chair, Transportation Advisory Committee
Date: December 14, 2018
Re: Transportation Advisory Committee Update and Requested Action

cc: Melissa Malone, Town Administrator; Jamie Errickson, Director of
Community and Economic Development; Jeremy Marsette, DPW Director;
TAC Advisory Committee

This memo will provide Board members with information and requested action on several transportation initiatives and projects.

Natick Center MBTA Station Accessibility Improvements

The station project design is advancing, and may be ready to be advertised in mid-2019 for construction to begin later in 2019. Town staff participate in regular meetings of the project working group.

Highlighting some ongoing and upcoming discussions:

- Design Review Board and Historical Commission on elements of station design
- Veteran's Director and local vets about Moran Square Park
- Required permitting through the Conservation Commission
- Regular discussions with DPW about stormwater drainage
- Regular discussions with the Regional Transit Authority

A second public meeting is planned for February 5, to which abutters will be explicitly invited. One thing to note is that the station planning includes proposed improvements to streets and sidewalks adjacent to the station, which may inform the redesign of Main Street at such time as that project moves forward.

If the Board wants this as an agenda item for a future meeting, that can be arranged.

Bike Share RFI (Board action requested)

The Transportation Advisory Committee voted at its October meeting to request that the Board approve development of a Request for Information, or similar instrument, to develop proposals for a bike share system in Natick.

As Board members may know, many suburban communities have bike share systems in place, including most recently Framingham. The TAC will work with staff to develop a draft. For comparison, the Framingham agreement involves no municipal funding; it is supported by corporate sponsorship and user fees.

The benefits of bike share are convenience, promoting healthy transportation, reduced car traffic, and greater choice. Systems may be station-based, as in Boston,

Brookline, Cambridge and Somerville; “dockless,” as in Wellesley and Newton, where bicycles can be parked anywhere; or a hybrid, as in Framingham and Lexington, where bikes may be parked at stations, or locked to a fixed object such as a bike rack.

There is Natick employer interest in a bike share system.

Lower Speed Limit legislation

Since 2016, state law has allowed municipalities to regulate slower speed limits in selected areas, or town- or city-wide. In 2017, the TAC voted to recommend that Natick pursue local acceptance. This was referred to the Safety Committee, which did not recommend we accept this legislation. We hope to meet with Safety Committee representatives to develop consensus.

Spring Street Pedestrian Bridge (Board action requested)

This bridge has been out of service for many years. It may be demolished by MasasDOT, who controls the bridge. The TAC voted to request that the Board send a letter to MassDOT to request that a bicycle/pedestrian connection be maintained at this location, using the existing structure or a replacement.

West Natick MBTA Station solar canopy project

I will have an update on this project at the December 17 meeting.

Please let me know if you have any questions or need more information.

ITEM TITLE: Review and Establish Business Parking Permit Fees

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation-M. Malone	12/16/2018	Cover Memo
Letter RE: Business Rates-A. Fair	12/8/2018	Cover Memo
FrameShop & Gallery Email	12/17/2018	Cover Memo
Fairbanks Fancy Goods-Email	12/17/2018	Cover Memo
Sundin Associates-Email	12/17/2018	Cover Memo
Sundin Associates-Email #2	12/17/2018	Cover Memo
Insurance Claim-K. Lawrence	12/17/2018	Cover Memo
Calliope Paperie-Email	12/17/2018	Cover Memo
Metro Pets Boutique-Email	12/17/2018	Cover Memo
Lynch Marini & Associates-Email	12/17/2018	Cover Memo
Bree Richey Designs-Email	12/17/2018	Cover Memo
H. Brandt Jewelers-Email	12/17/2018	Cover Memo
Kitchensmith-Email	12/17/2018	Cover Memo
Katie Ring, Commercial Photographer-Email	12/17/2018	Cover Memo
Memo RE Parking Fees-Martha White-11/9/17	12/17/2018	Cover Memo

Memorandum

To: Board of Selectmen
From: M.Malone, Town Administrator
Date: December 16, 2018
Re: Business Parking Permits

Currently, there are 173 business parking spots available (98 Middlesex Avenue and 75 Pond Street Parking), and the cost per permit is \$325 annually. I am recommending increasing the business permits to \$600 annually.

Below is a breakdown of permit fees and costs for calendar year 2018:

Annually the Town typically issues 370 passes (cost \$325 per permit)	120,250.00
Snow and ice removal	(25,477.88)
Administrative cost (insurance, staff, enforcement, and misc. costs)	(10,000.00)
(includes Town insurance, staff time, enforcement, & miscellaneous)	
Estimated insurance \$ 400.00	
Estimated town staff time \$ 1,000.00	
Estimated enforcement \$ 3,600.00	
Miscellaneous \$ 5,000.00	
Estimated cost of permit (ceiling limit of 400 permits)	(1,176)
Estimated Town Revenue	\$83,596.12

Discussion

Currently, businesses are provided with a number of permits based upon their employee count and communicated needs. The businesses then provide their employees with the permits.

Natick is unique compared to neighboring communities in providing exclusive parking lots for its downtown business employees. Most notably other surrounding communities have business employee permit parking on side streets or do not distinguish between business and commuter permits.

For example, the City of Framingham is working on its business and customer parking, as much of their City center was recently reconstructed and meters were removed. Currently, business employees must individually apply to the City and parking stickers are \$25 annually. The individual must have a letter from the employer noting their good standing and is given particular streets where parking is available. <https://www.framinghamma.gov/forms.aspx?FID=77>

The Town of Wellesley does not distinguish between commuter and business permits, and offers parking lot and off-street parking options. For residents the parking fees is \$480, and for non-residents the fee is \$1,080. <https://www.wellesleyma.gov/263/Parking-Clerk>

The Town of Needham appears to likewise recognizes eligible employers, and receives information directly from employees for requested business permits. The permits cost was \$165 for 2015/2016. <https://www.needhamma.gov/documentcenter/view/10918>

Speaking with colleagues in the Town of Natick, there is agreement that we need to foster a positive business climate within the Town Center. However, that is not exclusively accomplished by maintaining the existing business permit parking rate. There is also something unique in how Natick devotes parking lot spaces to downtown businesses, and a valid concern regarding the use of business parking permits as “commuter” permits. In light of all of the above, I am recommending the following:

- (1) Increasing the business permit parking fee to **\$600** annually with enforcement to begin February 1, 2019.
- (2) Community and Economic Development will continue to recommend businesses for consideration for participation into the business parking permit program and designate a specified number of permits per establishment. For new businesses, we will have a new form created that captures the data points to help determine how many parking permits should be allocated based upon availability and business hours.
- (3) For calendar year 2019, businesses will be provided with a form for their employees to complete that includes: name, license number, and contact information. ***Business employees*** and ***proprietors*** will need to complete and sign this form acknowledging the exclusive use of the permit, and applicable fees associated with the improper use of the permit. The businesses will then receive one invoice for all the requested permits for calendar year 2019.
- (4) Business employers may obtain replacement permits for **\$825**. This should encourage businesses to obtain permits back from employees if they cease employment or work on a temporary basis.



Natick Center Cultural District
20 Main St. Suite 208
Natick, MA 01760
508.650.8848
www.natickcenter.org

December 7, 2018

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

Re: Local Business Parking Permit Rates

Dear Natick Board of Selectmen,

On behalf of Natick Center Associates/ Natick Center Cultural District, and our membership we are writing in support of maintaining the local business employee parking permit rates as they are currently.

One of the main reasons for keeping off-street parking affordable is to encourage those who work all day in the downtown area to purchase the permits and park in designated lots to free up on street parking for patrons of the businesses.

With the change in the parking rates/rules recently, we have noticed much more traffic in the off-street lots for the all-day employees. If there were to be an increase in rates, we are concerned that less permits will be purchased, and employees will return to using on-street parking.

Thank you for your consideration in this important matter.

Sincerely,

Arthur B. Fair, III, President
Natick Center Associates



Patricia O'Neil <poneil@natickma.org>

NATICK PARKING PASSES

1 message

'ontheislands' via Selectmen <selectmen@natickma.org>

Mon, Dec 17, 2018 at 8:44 AM

Reply-To: ontheislands <ontheislands@yahoo.com>

To: Selectmen@natickma.org

Parking in Natick is already at a loss of spaces why would this increase ever be up for a vote at this rate. This is not conducive nor encouraging to anyone working in downtown Natick nor potential newcomers.

We desperately need continuing management to secure funding for small businesses to create a more vibrant economy for the future of Natick.

Thank You, Larry Smith

The FrameShop & Gallery

Sent from my Samsung Galaxy smartphone.



Patricia O'Neil <poneil@natickma.org>

Business parking increase

1 message

Julie Vician <fairbanksfancygoods@gmail.com>
To: Selectmen@natickma.org

Mon, Dec 17, 2018 at 8:47 AM

Dear Selectmen,

I am a small business owner in Natick Center. I strongly object to the proposed parking increase.

I am a tailor and rent a small space in the Summer Street building. I am also a Natick resident and have lived here since 1994.

Doubling the amount it costs to park in Natick Center for a business owner will only harm the businesses, decrease profits, and be another deterrent to small business owners renting in Natick Center. These businesses are what make Natick special!

Personally, I would not be able to spend \$600 a year to park in the business lot. I will have to park in one of the small retail lots, which will mean one less spot available to Natick visitors. Meters are out of the question as I have been ticketed for staying at a meter all day.

If revenue is needed, I'm sure there are other ways to raise it besides penalising the small businesses that Natick Center is working so hard to attract.

Sincerely,
Julie Vician
Fairbanks Fancy Goods
2 Summer Street, #304
617-306-5460

Sent from my iPhone



Patricia O'Neil <poneil@natickma.org>

Fwd: Parking in Downtown Natick

1 message

Kristin Sundin Brandt <kristin@sundininc.com>
To: Selectmen@natickma.org
Cc: Athena Pandolf <info.natickcenter@gmail.com>

Mon, Dec 17, 2018 at 8:58 AM

Good morning,

It has come to my attention that Natick is considering a significant increase to the Business Parking Pass fee for 2019. Beyond the obvious burden that will place upon businesses like my own which provide the permits to our employees in recognition of our choice to work in a downtown area, rather than in an office park, I have serious concerns about how the increased funds will be utilized.

As you will see below, I have reached out to the town manager in the past about the state of the parking lot that our employees use most regularly. Until recently it was derelict - overgrown, trash-filled and flooding - and since the loss of the 2nd story (yes, we've been here that long to remember the 2nd story), has seen little to no investment. I should also note, that this note to the town manager about the lot, and the damage received to our employees' vehicles, received no response from the Melissa or anyone else from the town. Ultimately, we ended up covering the costs of cleanup for our employee vehicles.

As one who grew up in Natick - NHS Class of 1990 - I love that I have been able to bring our employees into town not only to work but to support local restaurants, shops, and other businesses and non-profits such as Kids Connect and the Natick Cultural District. Our connection to the people in this town is a big reason we have continued to extend our lease, even refusing a buyout offer from another company looking to move into our space. It is frustrating to see the town take steps to discourage this growth and engagement, and I hope you will give serious consideration to refusing to support the recommendation, or at least demanding it is made clear what the benefit will be to our employees and our businesses.

I am planning on attending tonight's meeting but also wanted to get my concerns into your hands before the meeting. I am happy to speak with anyone if you have questions or would like to discuss.

Thank you.

- Kristin

--

Kristin Sundin Brandt, President
Sundin Associates
34 Main Street, Natick
Kristin@SundinInc.com
508.650.9668 direct

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

From: **Kristin Sundin Brandt** <kristin@sundininc.com>
Date: Wed, Oct 10, 2018 at 9:15 AM
Subject: Parking in Downtown Natick
To: <mmalone@natickma.org>

Good morning Melissa,

My name is Kristin Brandt and I am the president of Sundin Associates, a marketing and advertising agency that has been located in downtown Natick for the past 18 years (we are on the 3rd floor of the Citizens Bank building).

Realizing you are new to town (Welcome!), I am reaching out to tell you about a situation that has been causing much distress both for two of my employees, as well as my business partner and myself.

Earlier this year, the parking lot our employees regularly utilize - behind MutualOne Bank on Middlesex Ave - experienced flooding due to extreme rain. As you will see from the attached, after filing a claim with the town's insurance agency our employee was informed that the town couldn't have done anything to prevent the flooding (despite the discovery of a

clogged drain). We have another employee that received an estimate of \$1,500 to both clean her car and ensure the water that had come through the bottom hadn't caused extensive damage.

I would argue that if the parking lot was given ANY attention, the clogged drain would have been discovered. And that, at this point, is our real issue. Each year, for the past 18 years, we have paid for 8-10 parking passes and have seen little to no effort done to improve the parking situation in town, with specific attention to the Middlesex lot which has been disintegrating for years and until recently had grown wild with vegetation, trash, and other detritus (spare tires, a rusted bike, etc).

Having grown up here in Natick, I am proud that our Agency is part of the community I love, and that our people can contribute to the success of other local businesses. So you can imagine my disappointment in the response we've received from the town when our employees needed support. It has also added a level of distrust among our team as to the safety of their vehicles not just in this lot, but in any town-owned lot.

As my partner and I look to extend our time here in Natick, we would love to sit down with you to figure out how we can ensure the safety and support of our employees.

I appreciate your time and consideration.

- Kristin

--

Kristin Sundin Brandt, President
Kristin@SundinInc.com | @kristinsb
508.650.9668 direct



Thank you for sharing your concerns about the proposed business parking permit increases. As you know, the Board will review the recommendation this evening. We look forward to having you present to hear that discussion.

In advance, I will ask that your email be shared as part of the Novus agenda materials for additional context for the Board to consider and for full public transparency around the proposed changes.

Many thanks,
Amy Mistrot - Chair
Natick Board of Selectmen

[Quoted text hidden]

Kristin Sundin Brandt <kristin@sundininc.com>

Mon, Dec 17, 2018 at 10:15 AM

To: Amy Mistrot <amistrot@natickma.org>

Cc: Selectmen <Selectmen@natickma.org>, Athena Pandolf <info.natickcenter@gmail.com>

Thank you Amy - I look forward to the conversation.

Let me add – I am not opposed to a price increase, I would suggest it should be phased in over a number of years (not a few days before most businesses are closing out their finances and planning for next year), and again, should include information about what improvements are planned for improving the safety and security for both our employees and their vehicles.

- Kristin

[Quoted text hidden]

Amy Mistrot <amistrot@natickma.org>

Mon, Dec 17, 2018 at 10:23 AM

To: Kristin Sundin Brandt <kristin@sundininc.com>

Cc: Selectmen <Selectmen@natickma.org>, Athena Pandolf <info.natickcenter@gmail.com>

Thank you. All members and administration are seeing your suggestion/request for a phased increase if there is support for an increase to the business parking permits.

[Quoted text hidden]



October 4, 2018

Kim Lawrence
65 Woodland Road
Wrentham, MA 02093

RE:

Insured: Town of Natick
Claimant: Kim Lawrence
Date of Loss: July 17, 2018
File number: TNT-0149169
Insurer: Argonaut Insurance Company

Dear Ms. Lawrence,

As you know we represent Argonaut Insurance Company, the liability carrier for the Town of Natick in regards to the above captioned claim. We have been investigating the incident of the flooding that occurred on July 17, 2017 in the Municipal parking lot behind the Mutual One Bank in Natick.

We have investigated this incident with the town and found that parking lot drain had gotten clogged with debris which caused the parking lot to flood. Upon notification of the problem, the Town responded to clear the drain and the water level receded. Prior to this loss, the Town was not aware of any problems with the drains. The backup was caused by incredibly heavy downpours in a very short span of time that clogged the system.

There was nothing the town could do nor was there anything they failed to do that could have prevented this incident from occurring.

As such please accept this letter as a formal notice of denial of any and all claims associated with the July 17, 2018 incident.

Very Truly,
Argonaut Insurance Company

Mark Howard, AIC
Sr. Claims Examiner

CC: Town of Natick
Deland Gibson



Patricia O'Neil <poneil@natickma.org>

Downtown Natick Parking Permit Proposal

3 messages

Rob Burkey <rob@calliopepaperie.com>
To: "Selectmen@natickma.org" <Selectmen@natickma.org>
Cc: Kristina Burkey <kristina@calliopepaperie.com>

Mon, Dec 17, 2018 at 11:13 AM

Dear Selectmen,

This morning it has come to my attention that Ms. Malone, the Town Administrator, sent you a Business Parking Permit proposal on Dec. 16th for discussion at tonight's Board of Selectmen meeting.

After reading Ms. Malone's proposal, I am concerned about a few different aspects.

- 1.) The proposal was sent to the Board the day before their meeting regarding a proposal change that would affect all Natick business owners with only 14 days left of the calendar year. With having less than 1 days notice neither the Board or Natick business owners have ample time to prepare to respond to the proposal.
- 2.) With the significant increase that was proposed, and only having 14 days before implementation, it gives small business owners extremely little time to financially plan for the increase.
- 3.) Looking at the proposed rate, I wonder how the new rate was determined. She gives examples of surrounding town rates, two of which are significantly cheaper, and one, Wellesley, being absurd. How was the value of \$600 determined.
- 4.) Looking at the current rate, and the cost of the program, it appears that the town has a profit of \$83,596.12 (using the number of permits sold of 370). What does the town currently use those funds for, and more importantly, if the rate was changed to the proposed \$600/year, the profit would increase to \$185,346.12, a substantial increase of \$101,750. What would the increased profits be allocated towards.

These are my first 4 reactions/questions since reading the proposal moments ago, but I'm positive that if I had more notice I would not only have more questions, but would also have re-arranged my schedule to be able to attend tonight's meeting in person.

Clearly with the questions I already have, I am very concerned about both the financial implications of this proposal and the hastiness of it.

I urge the Board to not accept this proposal at tonight's meeting, to at least be able to schedule a more in depth conversation with the small business owners in Natick, if not flat out reject the proposed rate hike.

Should policies like this that affect business owners be fast tracked with only the town's finances being thought of and not the small business owners that make downtown Natick what it is, small business owners will be forced to examine other locations where we are more appreciated.

I look forward to hearing what the Board's decision regarding this matter is.

Please feel free to reach out with any questions you have,

Regards,
Robert Burkey

Co-Owner
Calliope Paperie
[1 N. Main Street](#)
[Natick MA, 01760](#)

Amy Mistrot <amistrot@natickma.org>

Mon, Dec 17, 2018 at 11:19 AM

To: Rob Burkey <rob@calliopepaperie.com>

Cc: "Selectmen@natickma.org" <Selectmen@natickma.org>, Kristina Burkey <kristina@calliopepaperie.com>

Hi Mr. Burkey,

Many thanks for sharing your concerns over the proposed increased business parking permits. The Board will have read your email prior to tonight and I will also ask that your email be included in the Novus Agenda materials for additional context for the discussion as well as full public transparency for how the proposed increase is being received by our downtown retail community.

Please feel free to catch the discussion on Pegasus On Demand after it is posted. However, my guess is that there will be a network of discussion within the business community. It is our understanding that there will be members present to speak to the topic this evening.

Many thanks,
Amy Mistrot - Chair
Natick Board of Selectmen

[Quoted text hidden]

Kristina Burkey <kristina@calliopepaperie.com>

Mon, Dec 17, 2018 at 11:29 AM

To: Amy Mistrot <amistrot@natickma.org>, Rob Burkey <rob@calliopepaperie.com>

Cc: "Selectmen@natickma.org" <Selectmen@natickma.org>

Seeing as my husband put it so eloquently and succinctly, I have no reason to not simply echo his exact words and feelings.

As a business owner in Natick, parking is already a hard expense to swallow going into the slowest season of the year but a hike of this size without notice is downright crippling.

Owning and operating a small business is hard enough without a massive overhead spike like this.

Please remember it is the small businesses that make our downtown what it is. With some pretty visible storefronts open right now, we need to make Natick as appealing and inviting to new businesses as possible in order to grow and become more vibrant. A fee this size to park when there are NO other (free) options is a huge stumbling block and may steer a new business clear of our town.

Please reconsider how to raise the funds you need.

Kristina Burkey

Kristina C. Burkey, Owner

Calliope Paperie

1 N. Main St

Natick, MA 01760

Calliope

1 Bow Market Way #28

Somerville, MA 02143



From: Amy Mistrot <amistrot@natickma.org>

Sent: Monday, December 17, 2018 11:19 AM

To: Rob Burkey <rob@calliopepaperie.com>

Cc: Selectmen@natickma.org; Kristina Burkey <kristina@calliopepaperie.com>

Subject: Re: Downtown Natick Parking Permit Proposal

[Quoted text hidden]



Patricia O'Neil <poneil@natickma.org>

Letter against suggested parking permit price increase

1 message

Metro Pets <store@metropetsnatick.com>

Mon, Dec 17, 2018 at 11:29 AM

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

Dear Select People,

It has come to my attention that town administrator Malone is proposing a substantial price increase to the lot parking permits. I find this recommendation ill advised and short sighted when compared to the current goals of addressing the downtown parking situation.

Let us not forget that the WHOLE POINT of the parking program is to get employee cars out of the downtown meters and into the lots. By doing this, we free up valuable meter spots for business patrons, encouraging the flow of commerce and supporting the growth of our center into a vibrant hub of local businesses and merchants.

To recap:

The problem: Previous to the parking permit program, business owners and employees had no alternative but to hog all the meters all day, creating a dearth of parking spots and choking off patronage to the shops.

The solution: With the addition of the permitted spots, combined with the 2 hour limit placed on the meters, and increased ticketing, we have seen a great improvement in parking meter usage. The solution isn't perfect; while a healthy portion of downtown businesses and merchants (including myself) participate in the parking program, there are still downtown businesses that continue to use the meters daily, but currently that number is small.

Forseen consequences of this proposed rate hike:

The proposed rate for parking passes is exorbitant, exceeding that of every other town mentioned in the administrators letter.

And don't forget, many businesses need to purchase more than one!

While the overall cost of using the meters is higher, it's easier to pay daily and take your chances about a ticket than coming up with \$600, \$1200, or \$1800 dollars at one time.

This high rate will almost definitely lead to a reduction in participation in the project, which will lead to greater misuse of the meters and a return to the meter hogging that was such a problem in the first place.

In conclusion, since the administrators report shows the program already provides a net positive cash flow for the town, I suggest we leave the rate the same OR slightly lower the rate and increase ticketing to encourage 100 percent participation and the removal of the final few meter misusers.

Sincerely,
Jill Hourihan
Owner Metro Pets Boutique
[2 West Central St Natick](#)
[617-922-4844](#)

--

Jill Hourihan
Metro Pets Natick
Boutique * Training* Self Wash
508-834-7373



Patricia O'Neil <poneil@natickma.org>

Downtown Business Parking Permit

1 message

Diana Marini <DianaM@lynchmarini.com>
To: "Selectmen@natickma.org" <Selectmen@natickma.org>

Mon, Dec 17, 2018 at 11:37 AM

To the Board of Selectman,

I am the Trustee for [41 West Central Street](#) Trust.

My building houses a CPA business on its first floor. During the months of January to May we have many cars coming and going due to tax return deadlines.

We need the passes for our employees so we leave plenty of room for our clients and upstairs tenants.

Please consider voting no on any increases to the parking permit fee. A \$600.00 parking fee for business' is an outrageous increase and fee.

Thank you for your consideration on this matter.

Sincerely,

Diana Downs Marini

Diana Downs Marini

Lynch Marini & Associates Inc

[41 West Central Street](#)

[Natick, MA 01760](#)

P: 508-650-0018

F: 508-650-0019

www.LynchMarini.com

Please note:

Our firm has changed and our emails have changed. The old email address is not reliable and we ask that you send all correspondence to the new email address of DianaM@LynchMarini.com.



Lynch Marini & Associates Inc

99 Longwater Circle, Suite 200
Norwell, MA 02061
Telephone (781) 871-5850
Fax (781) 871-5840

41 West Central Street
Natick, MA 01760
Telephone (508) 650-0018
Fax (508) 650-0019

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Patricia O'Neil <poneil@natickma.org>

Parking increase for downtown businesses

1 message

Bree Richey <breeerichey@comcast.net>

Mon, Dec 17, 2018 at 12:55 PM

Reply-To: Bree Richey <breeerichey@comcast.net>

To: Selectmen@natickma.org

Dear M. Malone,

I have read your proposed increase in the cost of parking to businesses in down town Natick. I am strongly apposed to this increase. Here are some things to consider - Natick still has a depressed downtown area. There are many open retail and office spaces that have been vacant for a year or more. Increasing the cost of parking to future businesses and their workers could be a major deterrent to businesses considering joining our downtown. For those of us who have worked hard in the downtown area up until now to keep the little traffic and sales we have, this would be significant. In my case having to get skilled workers (often not within walking distance of my studio) parking permits will affect my bottom line. Please consider giving our town more time to grow and be well settled before almost doubling the price of parking. Also please consider that the businesses you would be affecting would be the small, privately owned businesses, not the bank or government offices who provide their own parking and have the means to do so.

If an increase is inevitable try being reasonable with the cost. Like a 5% increase per year over 10 years. That addresses the issue and lets us small business owners know that you are not making harsh decisions directed solely at those who can afford it the least.

Thanks for your consideration.

Bree Richey

Bree Richey Designs

Shipping address
P.O. Box 602
Natick, MA 01760

Physical Address-
5 Summer St, #5

Natick, MA 01760

Phone- 617-522-3229 Fax- 617-607-9607

breerichey@comcast.net

www.breejewelry.com



Patricia O'Neil <poneil@natickma.org>

Business Parking Permit

2 messages

Stewart Brandt <info@hbrandtjewelers.com>
To: "Selectmen@natickma.org" <Selectmen@natickma.org>

Mon, Dec 17, 2018 at 12:13 PM

To the BOS Town of Natick

I am writing to protest the proposal to nearly doubling the permit parking fees for businesses in the Downtown district.

Downtown parking for both employees and customers/clients is challenge on a good day.

We small businesses are the engine that drives downtown Natick. For some, with a larger employee base, this fee will run into thousands of dollars.

Should this pass, I fear volunteer, social, school and other charitable recipient organizations in town could realistically see a drop off in excess of \$100,000.00 (\$275 X 370 permits) in donated revenue as the money for the extra parking fees has to come from one of our envelopes.

By the Town Administrator's numbers, the business permits are generating nearly \$85,000 in positive revenue. With the here to for passed increase for commuter parking, making those lots revenue neutral, this request, in my opinion, will place an un do burden on many of we "Mom and Pop" business owners who drive Natick Center.

Respectfully,

Stew Brandt

H. Brandt Jewelers

"Where Natick Gets Engaged"

31 Main St. Natick, MA. 01760

508-653-1410

Store Hours:

T-W-F 9:30 -5:30 TH 9:30 – 7 Sat. 9:30 - 4:30

Amy Mistrot <amistrot@natickma.org>
To: Stewart Brandt <info@hbrandtjewelers.com>
Cc: "Selectmen@natickma.org" <Selectmen@natickma.org>

Mon, Dec 17, 2018 at 12:31 PM

Hi Mr. Brandt,

Many thanks for your outreach to the Board relative to the proposed business parking permit increase. I will have your email added to Novus Agenda to provide context and increase public transparency on the proposed change that the Board will review and discuss this evening.

Thank you,

Amy Mistrot - Chair

Natick Board of Selectmen

[Quoted text hidden]



Patricia O'Neil <poneil@natickma.org>

Parking Permit Concern

2 messages

Meera Smith <meerabbblc@live.com>

Mon, Dec 17, 2018 at 12:28 PM

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

Dear Selectmen,

I own Kitchensmith at 17 South Ave with my husband. We have no employees. I currently pay \$325 for a parking permit.

I am uninformed about how to apply for parking permits for "employees" for any lesser amount. We have no employees, and do not intend to hire any. We work irregular hours since we are a "by appointment" boutique design establishment.

If I were to be limited to the option of purchasing a \$600 parking permit, I would probably decide not to purchase one. I would be parking in meter spaces whenever I came into the showroom. My guess is that would be a reduction in Town revenue. Actually, I don't have to guess. I wouldn't spend anywhere near \$600 in meter fees. Additionally, I would be taking up a meter space that might otherwise be occupied by patrons of downtown businesses. I believe this the opposite effect that you are seeking.

Please consider the parking permit increase thoughtfully. I have concerns that the increase would create worse parking conditions for downtown businesses than currently exist. I have spoken to other local business owners who share the same concerns.

Thank you,
Meera Smith
Kitchensmith
17 South Ave

Amy Mistrot <amistrot@natickma.org>

Mon, Dec 17, 2018 at 12:47 PM

To: Meera Smith <meerabbblc@live.com>

Cc: "Selectmen@natickma.org" <Selectmen@natickma.org>

Hi Ms. Smith,

Many thanks for your thoughtful outreach to the Board relative to the proposed business parking permit increase. I will have your email added to Novus Agenda to provide context and increase public transparency on the proposed change that the Board will review and discuss this evening.

Thank you,
Amy Mistrot - Chair
Natick Board of Selectmen

[Quoted text hidden]



Patricia O'Neil <poneil@natickma.org>

Natick mom and business owner

2 messages

Katie Ring <hello@katiering.com>
To: Selectmen@natickma.org

Mon, Dec 17, 2018 at 4:10 PM

Hello Natick Selectmen,

As a Natick resident and business owner I wanted to voice my concern about raising the cost of parking for small businesses. I am a two person business and I employ, part time, another Natick mom. It will be financially difficult to have an unplanned parking increase that is almost double what I paid last year. I enjoy having my business's home in Natick center. However, I and other artists, may be forced to seek other options due to the cost of parking and lack of full day pay as needing parking options. Keep Natick full of life and art by keeping it affordable to artists and small businesses!

I pay for 2 parking passes, one for me and one for a client. However, I often still have to ask clients to park in a further away lot because my lot (Summer St) is full by 8:45AM. I can't imagine paying even more and still often not having a parking spot if I or my client arrives after 9AM. I can understand that the town needs more revenue but please don't target the small mom and pop, Natick parent, business. We want to be able to remain living and working in our community, but it is getting increasingly expensive to do both.

Best,
Katie

[8 Draper St, Natick, MA](#)

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Katie Ring
Commercial Photographer
[5 Summer St, Studio 4, Natick, MA](#)
(508) 319-1822

[Http://www.katiering.com](http://www.katiering.com)

Amy Mistrot <amistrot@natickma.org>
To: Katie Ring <hello@katiering.com>
Cc: Selectmen <Selectmen@natickma.org>

Mon, Dec 17, 2018 at 4:14 PM

Hi Ms. Ring,

Many thanks for your thoughtful outreach to the Board relative to the proposed business parking permit increase. I will have your email added to Novus Agenda to provide context and increase public transparency on the proposed change that the Board will review and discuss this evening.

Thank you,

Amy Mistrot - Chair
Natick Board of Selectmen

[Quoted text hidden]



Town of Natick

Town Administrator's Office

TO: BOARD OF SELECTMEN
FROM: MARTHA WHITE, TOWN ADMINISTRATOR
SUBJECT: PARKING FEES FOR CALENDAR 2018
DATE: 11/9/2017
CC: SUE CALHOUN, ADMINISTRATIVE ASSISTANT, COMMUNITY DEVELOPMENT
OFFICE STEPHEN PRICE, TREASURER/COLLECTOR & PARKING CLERK
ARTIE FAIR, PRESIDENT NATICK CENTER ASSOCIATES

To allow staff to solicit applications and issue parking permits prior to January 1, the Board needs to set the 2018(calendar year) parking fees for Downtown business employees and commuters.

The current fee for Downtown business employees is \$325; this fee was increased from \$300 in 2007. As has been the case for the last several years and in support of Downtown businesses, I recommend maintaining the current fee of \$325. At present there are approximately 379 such permits in use; at this time last year there were 350 downtown business permits in use.

With respect to the senior citizen parking permits, the Board of Selectmen voted at their meeting on October 2nd to increase the annual fee from \$2 to \$3; this fee effectively covers the cost of administering this program.

With respect to fees for commuters, our lease with the property owner (Roman Catholic Archbishop of Boston) is in its third year of a three year term, scheduled to expire on December 31, 2017. The payment for 2015 is \$53,060, for 2016 \$54,122 and for 2017 \$55,204.

Current annual fees are \$615 for residents and \$725 for non-residents. These fees were increased in 2014 from \$600 and \$700 respectively. A total of 99 permits are presently issued for the commuter lot, of which 88 are for Natick residents and 11 for non-residents, for estimated total 2017 revenue to date of \$62,095 (this figure is an estimate given that the number of resident/non-resident permits can fluctuate somewhat during the year). This program has been well subscribed for the last few years; at present we have a waiting list of 76 commuters.

ITEM TITLE: Joint Facilities Agreement

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Joint Facilities Agreement	12/13/2018	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.

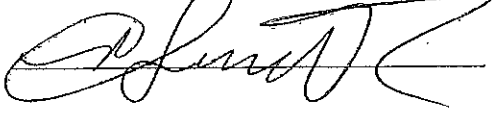
Article VIII. Use of School Buildings and Municipal Buildings: The signatories to this Agreement agree to evaluate a common scheduling system for all buildings covered under this agreement. All fees collected by the Department for the use of school and municipal buildings shall be accounted for in appropriate 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.

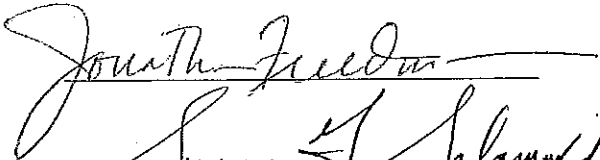
Article IX. Implementation: The terms of this Agreement were implemented effective July 1, 2012. To oversee and monitor the collaborative management and operations of the Facilities Management Department, a Facilities Management Oversight Committee is established. Said Committee shall be comprised of 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.

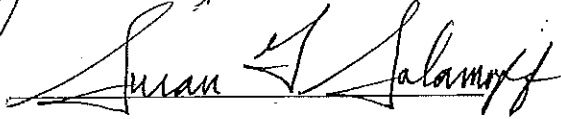
Article X. Duration and Amendment: This Agreement shall remain in effect unless revoked by the School Committee, Board of Selectmen or Town Meeting. Amendments to this Agreement may be made by mutual agreement between the Board of Selectmen and the School Committee.

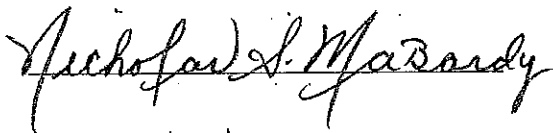
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Natick Board of Selectmen:



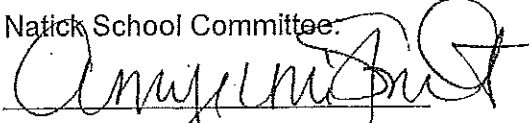


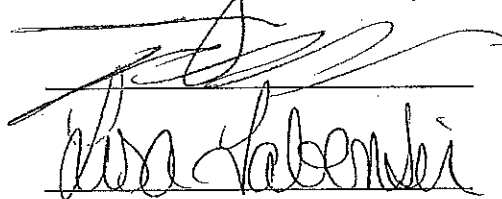


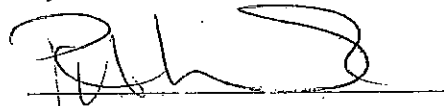


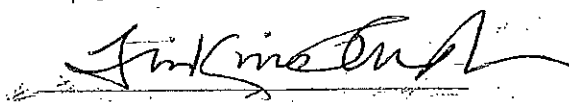
Date: 5/16/16

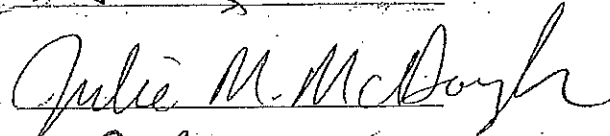
Natick School Committee:













Date: 5/24/16

ITEM TITLE: Discussion & Approval of Letter of Intent for Conservation Restriction Relating to the Kennedy Middle School Project

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Potential Conservation Easement-Executive Summary	12/13/2018	Cover Memo
Potential Easement Plan	12/15/2018	Cover Memo

Emily Sarazin

From: Briscoe Lang <blang@parecorp.com>
Sent: Tuesday, December 11, 2018 1:28 PM
To: Emily Sarazin
Cc: Andrew Chagnon -- Vertex; Nathan Martel -- Vertex
Subject: RE: Conservation Update for Building Committee
Attachments: Potential Conservation Easement Plan for SBC-..pdf

Hi Emily:

"Executive Summary" text is below. I wasn't sure how you wanted this formatted and so will leave that up to you. Easement Plan is also attached.

Let me know if you have any questions or comments or need changes to the plan. I will be in meetings for much of the remainder of today but will try to check emails periodically. You can also try me on my cell if needed. 401-636-1484.

-Briscoe.

Briscoe B. Lang, PWS
Principal Environmental Scientist
Pare Corporation
8 Blackstone Valley Place
Lincoln, RI 02865
(401) 334-4100 (phone)
(401) 334-4108 (fax)
www.parecorp.com

The US Army Corps of Engineers (ACOE) requires mitigation for unavoidable impacts to wetlands. Such mitigation may be in the form of created or restored wetlands, an In-Lieu Fee payment based on the square footage of wetland impact, or preservation of wetlands. In the case of the KMS project the ACOE has suggested that the preservation of the forested areas would be more ecologically beneficial than the originally proposed wetland creation, especially given that there are potential vernal pools on the site. The preservation of the uplands along with the wetlands is important in establishing that there is a potential development threat to the areas to be preserved. The accompanying plan shows several areas on the site that appear to meet the ACOE's stated preference.

The ACOE's most preferred preservation method would be a fee transfer of the land to a non-profit conservation group or a public agency with a conservation mandate, which they appear to acknowledge is not a viable approach in this instance. The ACOE has also suggested the possibility of a conservation easement held by a non-profit conservation group or a public agency with a conservation mandate, which could be the Natick Conservation Commission. The third alternative would be a conservation restriction/conservation easement under Article 97 of the MA Constitution, a more lengthy and involved process.

It is anticipated that the ACOE will want a "preservation to loss" ratio of up to 20. Unavoidable wetland impacts associated with the project total 11,167 square feet. At a ratio of 20:1 approximately 223,240 sf or 5.13 acres of land preservation would be required. The land area of Area I is approximately 5.3 acres. While this area shown appears to meet the ACOE's requirements, further discussions and negotiations are necessary to obtain clear direction.

From: Emily Sarazin <esarazin@compasspminc.com>
Sent: Tuesday, December 11, 2018 11:57 AM
To: Briscoe Lang <blang@parecorp.com>
Subject: KMS: Conservation Update for Building Committee
Importance: High

Hi Briscoe,

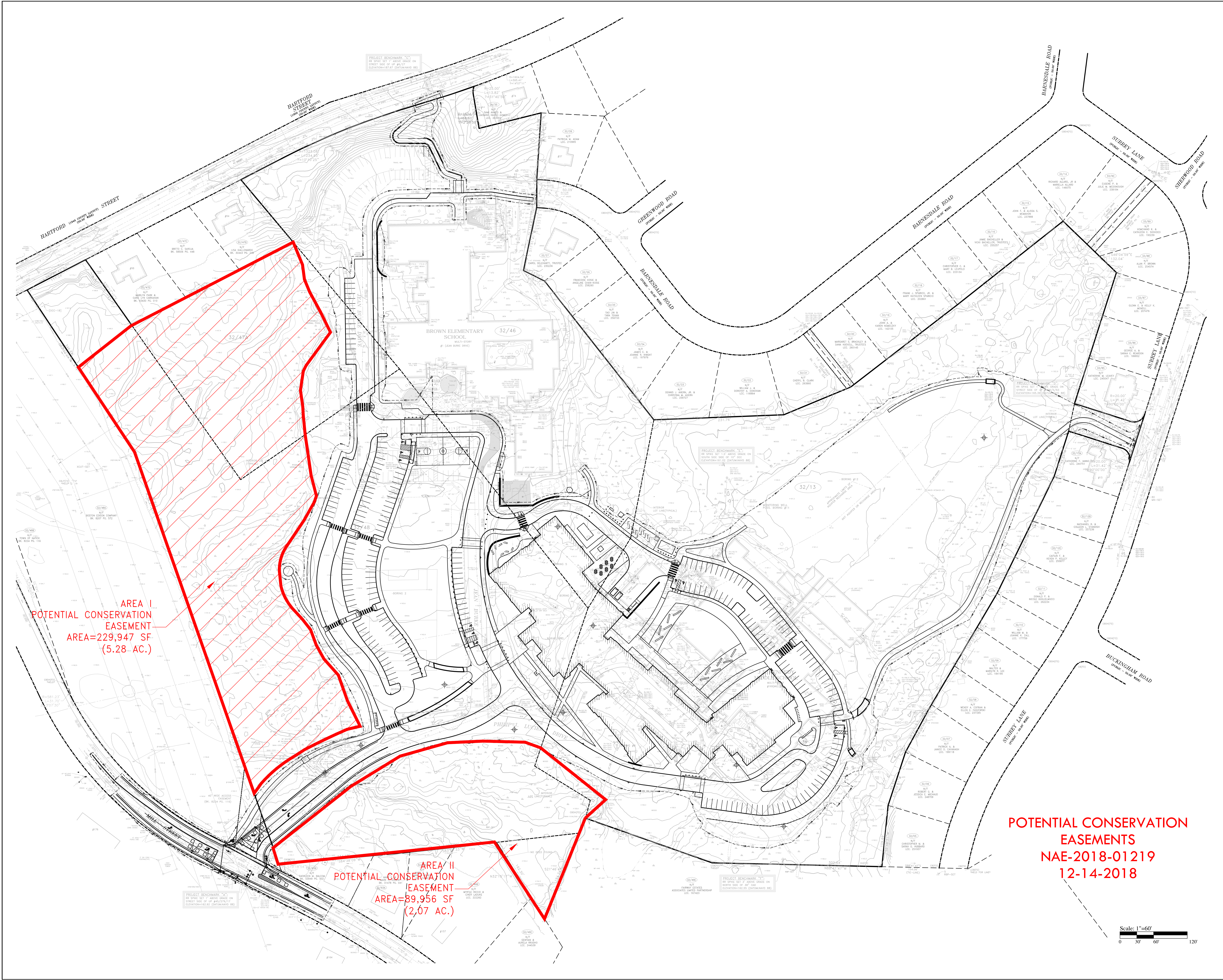
Please provide a 2 paragraph executive summary description and plan for the Area 1 Option for conservation restriction. Please provide this today so we can send it to the Building Committee tonight for our meeting tomorrow.

Thanks,

Emily Sarazin
COMPASS PROJECT MANAGEMENT, INC.
One Edgewater Drive, Suite 204
Norwood, MA 02062

E: esarazin@compasspminc.com
C: 978.760.2806









526 Boston Post Rd
508.358.0790

Wayland, MA
www.ai3architects.com



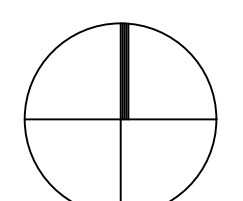
400 Libbey Parkway
Weymouth, MA 02189
Main: 781.952.6000
VERTEXENG.COM



KENNEDY MIDDLE SCHOOL
165 MILL STREET
NATICK, MA 01760

KEYNOTE LEGEND:

NOT FOR CONSTRUCTION



NORTH ARROW

KEYPLAN

DRAWING NAME:


DRAWN BY: **AWB**

REVIEWED BY: **BL**

SCALE: **AS NOTED**

JOB NO.: **1605.00**

DATE: **DEC. 13, 2018**



ITEM TITLE: Appoint Athena Pandolf as the Natick Center Associates Representative to the Economic Development Committee

ITEM SUMMARY:
