

NATICK BOARD OF SELECTMEN AGENDA Edward H. Dlott Meeting Room Monday, February 4, 2019 6:00 PM

Agenda Posted Thursday, January 31, 2019 at 5:19 PM

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

- 1. 6:00 OPEN SESSION: Call to Order; Roll Call Vote to Enter Executive Session
- 2. EXECUTIVE SESSION

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

- A. Approve Executive Session Meeting Minutes-12/10/18
- B. Purpose 6: 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: Mechanic Street
- C. Purpose 3: To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares:
 - a. E.L. Harvey
 - b. Opioid Litigation Scott + Scott
- 3. 7:00 RECONVENE OPEN SESSION
- 4. ANNOUNCEMENTS
 - A. Natick Center MBTA Station: Public Meeting Announcement
 - B. Friends of the Senior Center Donations

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. <u>7:15 REQUESTED ACTION</u>

- A. Approve Change in Manager for GSH CY Natick LLC Courtyard by Marriott
- B. Director of Public Health: Approve Request to Accept Donation from the Natick Lodge of Elks #1425 to the Board of Health for Use in Substance Use Disorder Prevention and

Outreach

- C. Approve One-Day Alcohol License: Mass Brewers Guild at Lookout Farm 3/2/19
- D. Approve One-Day Alcohol License: Exhibit 'A' Brewing Company at Morse Institute Library-3/1/19
- E. Public Hearings: The following public hearings (initially scheduled for this evening) have been rescheduled to the Tuesday, 2/19/19 Board of Selectmen's Meeting at 7:00 p.m.
 - a. Rockland Street for McHugh Farms Subdivision
 - b. Rockland Street for Cider Mill Lane
 - c. Sunshine Ave/Oak Street for St. Mark Coptic Church, Rectory, and School

7. <u>7:30 DISCUSSION AND DECISION</u>

- A. Host Community Agreement Between Natick and Bountiful Farms, Registered Medical Marijuana Dispensary
- B. Review and Take Action on Request for Letter of Non-Opposition from Bountiful Farms, Registered Medical Marijuana Dispensary
- C. Affordable Housing Trust Fund: Proposal to Develop Veterans' Housing on the Henry Wilson Site
- D. 2019 Spring Annual Town Meeting: Review BOS-Sponsored Warrant Articles
 - a. Fox Hill Drive Betterment
 - b. Town Counsel By-Law Change
 - c. Means-Tested Senior Property Tax Exemption
 - d. Miscellaneous
- 8. <u>8:45 BOARD OF SELECTMEN UPDATES</u>
 - A. Director of Community & Economic Development: North Main Street Update
 - B. Town Engineer:
 - a. Washington Ave Roadway Reconstruction Update
 - b. Complete Streets Tier 3 Improvements Update-Newfield Drive and West St/Campus St
 - c. South Main Street Reconstruction Update
 - C. Potential Screening Committee for Town Counsel
 - D. Memorial School Generator Update
 - E. Deputy Town Administrator/Finance Director: Comptroller's Quarterly Report
 - F. Town Administrator: Discussion Regarding FY 2020 Municipal Initiatives
 - G. MMA Recap-S. Salamoff

9. SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

A. West Natick Fire Station Update

10. CONSENTAGENDA

- A. Approve Banner Request: American Cancer Society Relay for Life (5/28-6/9/19)
- B. Approve Banner Request: The Elizabeth Schickel Foundation Maverick 5K (4/8-4/21/19)

- C. Approve Banner Request: Natick Artists Open Studios (10/14-10/20/19)
- D. Accept Resignation of Janice Henderson from The Cochituate Rail Trail Advisory Committee
- 11. TOWN ADMINISTRATOR NOTES
- 12. SELECTMEN'S CONCERNS
- 13. CORRESPONDENCE
 - A. Correspondence 2/4/19
- 14. ADJOURNMENT

NEXT MEETING DATES: Tuesday, 2/19/19; Monday, 3/4/19

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

Meeting recorded by Natick Pegasus

ITEM TITLE: Natick Center MBTA Station: Public Meeting Announcement ITEM SUMMARY:

ATTACHMENTS: Description Announcement

Upload Date 1/30/2019

Type Cover Memo

Natick Center MBTA Station

The MBTA presents the second Public Information Session for the Natick Center Station Accessibility Improvements Project on Wednesday, February 13 at the Morse Institute Library, Lebowitz Room on the lower level. Doors open at 6:30, with a presentation at 7:00 followed by Q&A and public comment. The project is now at the 60% design stage. The event will also be recorded by Natick Pegasus.

See MBTA.com/projects for a link to a project information page.

ITEM TITLE: Friends of the Senior Center Donations ITEM SUMMARY:

ATTACHMENTS:

Description Memo RE Grants-J. D'Antonio Upload Date 1/31/2019 **Type** Cover Memo

In the heart				
of things_	Friends	Of Natick	Senior	Center, Inc.

January 31, 2019

Ms. Amy Mistrot, Chairperson Board of Selectmen Natick Town Hall 13 East Central Street Natick, MA 01760

Dear Ms. Mistrot:

The Friends of the Natick Senior Center, Inc. would like to share our good news. We have recently been the recipient of two large grants. The Mutual One Charitable Foundation has given us \$10,000 and the Middlesex Savings Bank Charitable Foundation has awarded us \$15,000.

This money is to be used to enrich the lives of our Senior Citizens by sponsoring programs, events, trips, etc.

Please join us in thanking these businesses for their commitment and generosity. It is gratifying to see this segment of our society, who have given so much during their lives, and are now on the receiving end.

Natick truly lives up to its name "Home of Champions".

Please share this information at your next meeting.

Sincerely,

Judy D'Antonio, President Friends of the Natick Senior Center, Inc.

ITEM TITLE: Approve Change in Manager for GSH CY Natick LLC Courtyard by Marriott **ITEM SUMMARY:**

ATTACHMENTS:

Description Application Police Recommendation **Upload Date** 1/17/2019 1/17/2019 **Type** Cover Memo Cover Memo



The Commonwealth of Massachusetts Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

ALC III			Natick				00032-HT-0768
				City /Town		l	ABCC License Number
		<u>call relevant transaction</u> ons the Licensing Au		o approve the	following t	transaction	s:
New License		Change of Location		Change of Class (i.e	. Annual / Seasonal)) [Change Corporate Structure (i.e. Corp / LLC)
Transfer of Lice	ense	Alteration of Licensed P	remises	Change of License	Type (i.e. club / re	estaurant)	Pledge of Collateral (i.e. License/Stock)
🔀 Change of Mai	nager] Change Corporate Nam	e 🗌	Change of Catego	'Y (i.e. All Alcohol/V	Wine, Malt)	Management/Operating Agreement
Change of Offi	cers/	Change of Ownership Ir (LLC Members/ LLP Part		Issuance/Transfer	of Stock/New S	stockholder [Change of Hours
Directors/LLC	managers	Trustees)		Other		[Change of DBA
APPLICANT INFORM	IATION						
Name of Licensee	GSH CY Natic	k, LLC			DBA	Courtyard b	by Marriott-Natick
Street Address	342 Speen Str	reet					
Manager	Edward Wiles						Granted under Special Legislation?
§12 Hotel		Annual		oholic Beverage	۰ <u>۶</u>	X	If Yes, Chapter
Туре		Class		Catego			of the Acts of (year)
(i.e. restaurant, pac	kage store)	(Annual or Seaso	nal)	(i.e. Wines and Malts			
DESCRIPTION OF PE	REMISES	Complete descriptio	n of the lice	ensed premises			
					ard. Room s	ervice to gue	ests in the hotel. One main public
entrance. Specific	cally excluded	d from the license is a	64-seat res	staurant.			
LOCAL LICENSING A	UTHORITY INF	ORMATION					
Application filed wi	th the LLA:	Date	12/2/1	8	Time	10:3	0 am
Advertised	Yes 🗌 No	Date Published	[Publication	ـــــــــــــــــــــــــــــــــــــ	
Abutters Notified:	Yes 🗔 No	Date of Notice	[L	
Date APPRO	VED by LLA	January 22, 202	19	Decision	of the LLA	Approves th	is Application
Additional remarks (E.g. Days and hour							
For Transfers ONLY:							
Seller License Numl	per:	S	eller Name:				
The Local Licensing A	uthorities By:						Alcoholic Beverages Control Commission Ralph Sacramone Executive Director



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

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: <u>https://www.mass.gov</u>	/epay-	for-online-	payments-abcc
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PAYMENT MUS	T DENOTE THE NAME OF THE L	ICENSEE CORPORATION, LLC, PARTNERSH	HIP, OR	R INDIVIDUAL
EPAY CONFIRM	ATION NUMBER			
A.B.C.C. LICENSE	NUMBER (IF AN EXISTING LICE	ENSEE, CAN BE OBTAINED FROM THE CITY	Y)	00032-HT-0768
ENTITY/ LICENSE	GSH CY Natick, L.L.	С.		
ADDRESS 500	Washington Avenue South S	uite 3000		
CITY/TOWN M	inneapolis	STATE MN ZII	P COD	E 55415
For the following tr	ansactions (Check all that a	apply):		
New License	Change of Location	Change of Class (i.e. Annual / Seasonal)	C C	hange Corporate Structure (i.e. Corp / LLC)
Transfer of License	Alteration of Licensed Premises	Change of License Type (i.e. club / restaurant)	D PI	edge of Collateral (i.e. License/Stock)
🔀 Change of Manager	Change Corporate Name	Change of Category (i.e. All Alcohol/Wine, Malt)	_ м	anagement/Operating Agreement
Change of Officers/ Directors/LLC Managers	Change of Ownership Interest	Issuance/Transfer of Stock/New Stockholder	CI	hange of Hours
Directors/LLC managers	(LLC Members/ LLP Partners, Trustees)	Other	🗌 ci	hange of DBA
		ISING AUTHORITY MUST MAIL IITTAL FORM ALONG WITH	. THIS	5

COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

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

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 #: cf1d1910-fb21-434b-8c92-4c19604b5406

FILING FEES-RETAIL	Applicant, License or Registration Number GSH CY Natick L.L.C.	Amount \$200.00
		\$200.00

Date Paid: 1/17/2019 10:11:08 AM EDT

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name: GSH CY Natick, L.L.C.

Fee Type: FILING FEES-RETAIL

01.17.2019 Fee for Amendment of Liquor License for Courtyard Natick - change of Manager to Ed Wiles **Billing Information**

First Name: Tracy

Last Name: Puchtel

Address: 500 WASHINGTON AVE. S. #3000

City: MINNEAPOLIS

State: MN

Zip Code: 55415

Email Address: tpuchtel@csmcorp.net



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 EI	NTITY INFO	DRMATION										
	Entity Nam	e			Munici	bality				A	BCC License Numbe	er
GSH CY NATIC	K LLC	Natick				00032-ł	HT-0768					
			J [
2. APPLICATIO												
The application	n contact i	s the person who Title	o should	be contact	ed with a Email	any questi	ons r	regarding	this a	ipplicat	tion. Phone	
Jennifer Moya		Paralega			Jmoya@	csmcorp.n	et				612-395-7032	
3A. MANAGER	RINFORMA	TION										
The individual	l that has k	een appointed	to mana	ge and con	trol of th	ne license	d bu	siness and	l pre	mises.		
Proposed Mana	ager Name	Edward Wiles				Date of Bi	rth [08/04/1980)	SSN		
Residential Add	dress	668 stow road M	arlboroug	gh ma 01752	2							
Email		ctown101@Email	.com			Pho	ne	61769717	54			
				1					5.			
Please indicate you intend to b			50	Last-App	oroved Lic	ense Mana	ager	Frank Dors	sey			
		OUND INFORM										
Are you a U.S. C			ATION			• Yes	s C	No *Mar	nager	must b	e U.S. citizen	
If yes, attach or	ne of the fol	lowing as proof o	f citizensł	nip US Pass	port, Vote				-			
,		cted of a state, fec		,		O Yes	0					
If yes, fill out th necessary, util		ow and attach an a ormat below.	affidavit p	providing th	e details	of any and	all co	onvictions.	Attac	ch addi	tional pages, if	
Date		unicipality		Char	ae					Disposit	tion	
	- seller -						11	- 10 A				
	- Section				1				1.3			
3C. EMPLOYM	ENT INFOF	MATION										
		loyment history.		additional p			, utili	zing the fo	orma			
Contraction of the second	End Date	Positic		1 - 2 - v		nployer				· · · · ·	ervisor Name	
7/16/2018		General Manage	ſ		CSM CC	ORPORATION			Steve Schlundt			
8/12/2016 7	/13/18	General Manage	ſ		Island	Hospitality	У			De	enise Rubin	
3D. PRIOR DISC							T					
Have you held a disciplinary acti		or financial intere es									at was subject to ng the format below	
Date of Action	OI	e of License	State	City				, revocatior			-	
Date of Action	INdiff	e of License	State	City	Reason	tor suspen	131011,	revocation	1010		lion	
					1.1.1.1							
I hereby swear und	der the pains	and penalties of pe	jury that t	he informatio	on I have p	rovided in th	is app	olication is tr	ue an	d accura	ite:	
Manager's Signa		20.0	UT	, le				Date 11				1
		- then 1	5 M	10				/				1



TREASURER AND RECEIVER GENERAL

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

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ. CHAIRMAN

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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.

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ABCC LICENSE INFORMATION

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ABCC NUMBER (IF EXISTING LICENSEE)	R: 320	0768	LICENSEE NAM	IE: GSH CY NATIC	K, L.L.C.				CITY/TOWI	N: Natick
APPLICANT IN	FORMA	TION								
LAST NAME:	Wiles			FIRST NAME:	Edward				DLE NAME:	George
MAIDEN NAME	e or all	AS (IF APPLICABLE	:):			P	LACE OF BIRTH	l: Do	rchester Ma	
DATE OF BIRTH	H: 08/0	4/1980	SSN:			IC	D THEFT INDEX	PIN (IF	APPLICABLE)	:
MOTHER'S MA	IDEN NA	ME: Shea	[DRIVER'S LICENSE	#:			STA	TE LIC. ISSUE	D: Massachusetts
GENDER: MAL	LE	HEIC	GHT: 5	11		WEIGH	IT: 220		EYE COLOR	brown
CURRENT ADD	RESS:	668 stow rd							· · · · · · · · · · · · · · · · · · ·	
CITY/TOWN:		Marlborough			STATE	: ma	ZII	P: 01	.752	
FORMER ADDR	RESS:	10223 bay drive								
CITY/TOWN:		danvers			STATE	: ma	ZII	P: 01	.923	
PRINT AND SIG	GN								A 1	/
PRINTED NAM	Г	Edward Wiles		APPLICANT/E	MPLOYEE	SIGNATU	JRE:	Ŕ	WA	
NOTARY INFO	RMATIO	N								
On this	124.	. \	X OUSbefore	e me, the unders	signed no	otary puł	blic, personal	ly app	eared Et	WARD G WILFS JI
(name of doc	ument	signer), proved	to me through sa	tisfactory evide	nce of id	entificat	ion, which we	ere [MAC	DRIVERS LICENSE
to be the per- its stated pur		ose name is sig		eding or attache ITA RENEE Notary Pu KONWEALTH OF M/ My Commission December 23	ADA blic ASSACHUS		t-acknowledg	,	me that (he) (she) signed it voluntarily for

DIVISION USE ONLY

REQUESTED BY:	
1	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE
The DCJI Identify Thef	Index PIN Number is to be completed by those applicants that have been issued an

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 COII request process. ALL COII request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4614.

	Certificate	Reg. 7
•	COUNTY OF SUFFOLK, COMMONWEALTH OF MASSACHUSETTS, UNITED STATES OF AMERICA CONTRACTOR CONTRACTOR OF CERTIFIED COPY OF RECORD OF BIRTH IN OFFICE OF THE CITY REGISTRAR	II
	I, the undersigned, hereby certify that I hold the office of	he custody of the
	Records of Births, Maine of Birth August 14 1980 Rame of Child Sunna Ceorge U Ro. 8655 Date of Birth August 14 1980 Rame of Child Sunna Ceorge U Name, SURNAME AND BIRTHPLACE OF FATHER NAME, MAIDEN NAME AND BIRTHPLACE	Wes Jr
	SEX COLOR Gavand & Wiles Gaula a.	thea_
	PLACE OF BIRTH Baston Baston	
	OCCUPATION OF PARENT NAME AND ADDRESS OF INFORMANT	
	<u>Funeral Diricher IV. 6-Mennen</u> DATE OF RECORD <u>August 36-1980</u> <u>MA</u>	
	I further certify that by annexation, the Records of it following-named cities and towns are in the custody of the City Registrar of octon: WITNESS my hand and the SEAL of the CITY REGISTRAR Annexed Annexed Annexed East Boston 1637 Charlestown 1804 Brighton 1874 South Boston 1868 West Roxbury	(it) Desider
	South Boston 1868 West Roxbary 1912 Roxbury 1870 Hyde Park 1912 Date of amendment: 1870 By Chapter 314 of the Acts of City Registrar shall have the sar 7 to certificates or attestations of the City Registrar shall have the sar	either Assistant rar."

APPLICANT'S STATEMENT

I, EUGENE M. BOWAR	the:	$\Box_{sole proprietor;}$	\Box partner;	□ corporate principal;	⊠ LLC/LLP manager
Authorized Signatory					
of GSH CY Natick, L.L.C.					

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:

- 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:

Date: 11/27/2018

Title:

Manager

CORPORATE VOTE

The Board of Directors	GSH CY Natick, L.L.C.	
The board of Directory	Entity Name	
duly voted to apply to t	he Licensing Authority of Natick, MA	and the
Commonwealth of Mas		Nov 27, 2018
		Date of Meeting
For the following transaction	s (Check all that apply):	
Other		
"VOTED: To authorize	Eugene M. Bowar	
	Name of Person	
	submitted and to execute on the Entity's behalf, any nec o have the application granted."	essary papers and
"VOTED: To appoint	Edward George Wiles	
	Name of Liquor License Manager	
premises described i therein as the licens	cord, and hereby grant him or her with full authority and in the license and authority and control of the conduct o ee itself could in any way have and exercise if it were a n nonwealth of Massachusetts."	f all business
A true copy attest, $W_{m} \longrightarrow M_{Euc}$	For Corporations ONLY A true copy attest,	

Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature



Donna Donovan <ddonovan@natickma.org>

Re: COurtyard

1 message

Brian Lauzon <lauzon@natickpolice.com> To: Donna Donovan <ddonovan@natickma.org> Wed, Jan 16, 2019 at 8:30 AM

Donna,

After reviewing the attached application we would recommend favorably that the Board of Selectmen, as the Licensing Authority for the Town of Natick, approve Mr. Wiles as the Manager of Record for the liquor license located inside the Courtyard Marriott with an address of 342 Speen Street. We respectfully request that Mr. Wiles be provided with, and review, all copies of the Town's alcohol regulations including our alcohol beverage service policy and that he be certified by one of our approved training programs within thirty days of employment. If Mr. Wiles has any further questions he should feel free to contact me directly at Tel. 508-647-9518.

Respectfully,

Lt. Brian G. Lauzon

On Tue, Jan 15, 2019 at 3:47 PM Donna Donovan <ddonovan@natickma.org> wrote: Hi Brian,

Attached is a Change in Manager application. We were going to put it on Tuesday's meeting but let me know if you would rather we hold off until 2/4,

Thanks

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

ITEM TITLE:	Director of Public Health: Approve Request to Accept Donation from the Natick
	Lodge of Elks #1425 to the Board of Health for Use in Substance Use Disorder
	Prevention and Outreach

ITEM SUMMARY:

ATTACHMENTS: Description Request & Elks Donation Letter

Upload Date 1/29/2019

Type Cover Memo



MEMO

DATE: January 23, 2019

TO: Amy K. Mistrot, Chair Board of Selectmen

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

RE: Donation

The Natick Board of Health requests permission to accept a check in the amount of \$3,500.00 as a donation from the Natick Lodge of Elks, B.P.O.E. # 1425.

This is another thoughtful and generous donation to benefit the Natick community in the work of Substance Use Disorder Prevention and Outreach.

I am requesting the check be deposited into the Health Department Gift Account designated specifically for the Substance Prevention and Outreach Program and expended at the discretion of the Director of Public Health under the direction of the Natick Board of Health.

Thank you for your consideration.

Agendo Item. Elks to be There next rotg Feb 4 th

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

Natick Lodge No. 1425

Benevolent and Protective Order of Elks



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

> Trustees William Burke - Chairman

John J. Hughes, Jr Keith Foster Thomas F. Shea, III

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

То;	James White, Director Natick Health Department		
	Katie Sugarman, MA, CPS, Program Manager,		
	Natick Health Department		
From:	Butch Donovan, Presiding Officer		
Date:	Thursday, December 13, 2018		

Re: Grant Donation to Substance Use Prevention Program

Dear Jim and Katie,

The Natick Lodge of Elks 1425 is pleased to once again present you with a grant check for \$3,500.00 to benefit the *Substance Use Prevention Program*. We respect and applaud the great results that you are accomplishing to eradicate substance abuse in our community.

Through donations from our membership and our Grand Lodge Elks National Foundation we were able to secure 2 grants for this endeavor.

The Natick Lodge of Elks 1425 has GIVEN BACK over \$1.6 million dollars in Charitable contributions since our beginning. We believe in our Community.

Once again, thank you and all of the Task Force members and associates for your great work and accomplishments.

Sincerely,

1

Butch Donovan

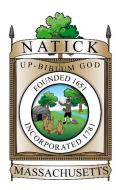
Richard J Donovan Jr, Presiding Officer

ITEM TITLE: Approve One-Day Alcohol License: Mass Brewers Guild at Lookout Farm - 3/2/19 **ITEM SUMMARY:**

ATTACHMENTS:

Description

Application Police Recommendation for Approval & Request Details **Upload Date** 1/29/2019 1/29/2019 **Type** Cover Memo Cover Memo



Office Use Only:					
Date Pmt Rec'd: Fee P	aid: \$	Check No:			
Police Department approval issued Notes:					
Board of Health approval issued					
Board of Selectmen Decision Date					
	Approved	Denied			

TOWN OF NATICK

ONE-DAY LIQUOR LICENSE APPLICATION (SECTION 14 LICENSE)

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

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

Date Submitted: Jan. 3, 2019

Fee: <u>\$50.00</u>

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

Applicant	Info	ormat	tion:
Ka	tin	Qtin	chon

Name					
Massachusetts Br	rewers Guild				
Organization					
P.O. Box 2096, Framingham MA 01701					
Address 617-640-6990 Phone number	katie@massbrewersguild.org				
Type of Organization:	Nonprofit* For profit**				
Type of alcohol to be served:	All alcohol (nonprofit organizations only)				
\checkmark	Beer and/or Wine (any organization)				
If wine is being donated a charity wine fundraising license will be issued in conjunction with a one day license.					
Wine Donors					
Event Details:					
Educational beer tasting event with local brewery owners					
Type of event					
Location where event will be held	ookout Farm, Natick - Greenhouse located on property				
Saturday, March 2, 2019 Date of event Hours of event					

90 Estimated attendance

Alcohol Service Details:	
Caterering/Serving Company	All brewers/pourers will be TIPs certified. Documentation will be
	Email address
Please add any additional info	The Massachusetts Brewers Guild is

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

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

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



Donna Donovan <ddonovan@natickma.org>

Re: 3/2: One Day Pouring Permit Application

1 message

Brian Lauzon <lauzon@natickpolice.com> To: Donna Donovan <ddonovan@natickma.org> Thu, Jan 24, 2019 at 12:19 PM

Donna,

After review, and consistent with the approval of a similar request from this group in the past, we would recommend that the BOS, as the Licensing Authority approve this request for a one day Beer and Wine License. We would ask that the applicant also receive a copy of the Town's Alcohol Service Policy in advance, so that they can comply with it during this event. If anyone has any questions please feel free to contact me directly.

Respectfully,

Lt. Brian G. Lauzon

On Thu, Jan 24, 2019 at 9:16 AM Donna Donovan <ddonovan@natickma.org> wrote:

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

------ Forwarded message ------From: **Donna Donovan** <ddonovan@natickma.org> Date: Thu, Jan 3, 2019 at 2:25 PM Subject: Re: 3/2: One Day Pouring Permit Application To: <katie@massbrewersguild.org> Cc: Brian Lauzon <lauzon@natickpolice.com>

Hi Katie,

Attached is the one day alcohol license application. We will schedule this for an upcoming meeting once we receive it back from you and Lt. Lauzon has a chance to review it.

Thank you.

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

On Thu, Jan 3, 2019 at 2:08 PM Katie Stinchon <mbg.executivedirector@gmail.com> wrote: | Hi Donna,

Happy New Year!

I just wanted to check in about next steps needed to get on the schedule for an upcoming town hearing. We'd like to reapply for a one day pouring permit for **Saturday**, **March 2**, **2019** at Lookout Farm in Natick.

If you are not the right person to contact please let me know.

Cheers, Katie On Sat, Dec 15, 2018 at 1:14 PM Katie Stinchon < mbg.executivedirector@gmail.com> wrote: Hello Donna. Happy holidays! We are interested in bringing The Mass Brewers Guild's successful event and fundraiser back to Lookout Farm on Saturday, March 2, 2019. We will need to reapply for the one day pouring permit. Please let me know if there's an application that I need to complete so that we can get on the schedule for an upcoming hearing. Thank you! Cheers, Katie On Mon, Feb 12, 2018 at 10:05 AM Donna Donovan donovan@natickma.org> wrote: Hi Katie, You do not need to bring anything. The Board may just have some guestions for you. Thank you. Donna Donna Donovan Senior Executive Assistant Town of Natick 508-647-6410 On Mon, Feb 12, 2018 at 9:50 AM, Katie Stinchon < mbg.executivedirector@gmail.com> wrote: Hello Donna, Yes, I will be there alongside Jay Mofosen from Lookout Farm. Let me know if I need to bring anything with me or if I am just expected to speak and answer any questions the board has. Cheers. Katie On Mon, Feb 12, 2018 at 9:45 AM, Donna Donovan <ddonovan@natickma.org> wrote: Hi Karen, Will you be attending the Selectmen's meeting tonight to address your one day alcohol license request? Donna Donna Donovan Senior Executive Assistant Town of Natick 508-647-6410 On Mon, Jan 22, 2018 at 1:34 PM, Katie Stinchon <mbg.executivedirector@gmail.com> wrote: Dear Board of Selectman, I am reaching out to you on behalf of the Massachusetts Brewers Guild, the nonprofit organization that exists to protect and promote the interests of craft brewers across the Commonwealth.

We would like to apply for a one-day pouring permit to host a fundraising event at Belkin Lookout Farm in
Natick. As to not compete with their existing liquor license, we plan to host the tasting event in a barn on
property and not near/in their taproom.

We would like to host this event on Saturday, March 3 from noon to 3 p.m.

The roundtable style tasting event will feature nine brewers from across the state who will pour 3 ounce samples of their beer, and talk about their business and the brewing process to an enthusiastic group of craft beer lovers. The goal is to educate attendees about the brewing industry.

This limited ticket event expects to draw 70 attendees. Tickets are \$40 and all proceeds will benefit the Mass Brewers Guild.

All brewers/servers will be TIPS certified. Complimentary food and water will be provided.

Please let me know if you have any questions or concerns about this event and if there is a formal application that needs to be completed to begin this process. Thank you for your consideration.

Cheers,

Katie Stinchon Executive Director (508)405-9115 office (617)640-6990 cell Katie@Massbrewersguild.org WWW.MASSBREWERSGUILD.ORG

Katie Stinchon Executive Director (508)405-9115 office (617)640-6990 cell Katie@Massbrewersguild.org WWW.MASSBREWERSGUILD.ORG Katie Stinchon Executive Director (508)405-9115 office (617)640-6990 cell Katie@Massbrewersguild.org WWW.MASSBREWERSGUILD.ORG



Katie Stinchon Executive Director (508)405-9115 office (617)640-6990 cell Katie@Massbrewersguild.org WWW.MASSBREWERSGUILD.ORG

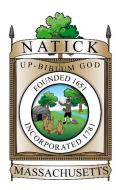


ITEM TITLE: Approve One-Day Alcohol License: Exhibit 'A' Brewing Company at Morse Institute Library-3/1/19

ITEM SUMMARY:

ATTACHMENTS: Description

Application Police Recommendation **Upload Date** 1/31/2019 2/4/2019 **Type** Cover Memo Cover Memo



Office Use Only:					
Date Pmt Rec'd: Fee P	aid: \$	Check No:			
Police Department approval issued Notes:					
Board of Health approval issued					
Board of Selectmen Decision Date					
	Approved 🗌	Denied			

TOWN OF NATICK

ONE-DAY LIQUOR LICENSE APPLICATION (SECTION 14 LICENSE)

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

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

Date Submitted: _____

Fee: <u>\$50.00</u>

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

Applicant Information:

Name						
Organization						
Address						
Phone number			Email	address		
Type of Organization:		Nonprofit*		For profit**		
Type of alcohol to be served:		All alcohol (nor	nprofit d	organizations on	ly)	
		Beer and/or W	ine (any	y organization)		
If wine is being donated a chari	ty wiı	ne fundraising lie	cense w	vill be issued in c	conjunction wit	h a one day license.
Wine Donors						
Event Details:						
Type of event						
Location where event will be he	ld					
Date of event			Hours	s of event		
Estimated attendance						

Email address
be pertinent:

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

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

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



Donna Donovan <ddonovan@natickma.org>

Re: One-Day Liquor License Application from Exhibit 'A' Brewing Company

1 message

Brian Lauzon <lauzon@natickpolice.com> To: Donna Donovan <ddonovan@natickma.org> Sun, Jan 27, 2019 at 1:30 AM

Donna,

"Amended recommendation"

If the BOS, as the Licensing Authority for the Town of Natick, see's fit to grant this one-day beer/wine license we would recommend approval with the following suggestions:

1. Approved beverages be limited to a 12oz cup, not 16oz.

2. A Natick Police Detail be requested for the event.

3. The applicant be provided in advance of the event a copy of the Town of Natick's Alcohol Service Policy, and that training certificates be supplied to me in advance of the event for review.

4. Some sort of food should be available to attendees of the event.

Respectfully,

Lt. Brian G. Lauzon

On Sun, Jan 27, 2019 at 1:25 AM Brian Lauzon <a>lauzon@natickpolice.com wrote: Donna.

If the BOS, as the Licensing Authority for the Town of Natick, see's fit to grant this one-day beer/wine license we would recommend approval with the following suggestions:

1. Approved beverages be limited to a 12oz cup, not 16oz.

2. A Natick Police Detail be requested for the event.

3. The applicant be provided in advance of the event a copy of the Town of Natick's Alcohol Service Policy, and that training certificates be supplied to me in advance of the event for review.

Respectfully,

Lt. Brian G. Lauzon

On Thu, Jan 24, 2019 at 1:17 PM Donna Donovan <ddonovan@natickma.org> wrote: I can't remember if I sent this to you.

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

------ Forwarded message ------From: **Kelsey Roth** <kelsey.roth@exhibit-a-brewing.com> Date: Thu, Jan 17, 2019 at 1:11 PM Subject: One-Day Liquor License Application from Exhibit 'A' Brewing Company To: <ddonovan@natickma.org>

Hello,

Town of Natick Mail - Re: One-Day Liquor License Application from Exhibit 'A' Brewing Company

Attached is our application for the one-day license. Please let me know if you have any questions. I'll be dropping a check in the mail today.

Cheers,

Kelsey Roth

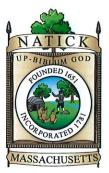
General Manager Certified Cicerone® **Exhibit 'A' Brewing Company** 81 Morton Street Framingham, MA 01702

ITEM TITLE:	Public Hearings: The following public hearings (initially scheduled for this evening) have been rescheduled to the Tuesday, 2/19/19 Board of Selectmen's Meeting at 7:00 p.m.
ITEM SUMMARY:	a. Rockland Street for McHugh Farms Subdivision b. Rockland Street for Cider Mill Lane

c. Sunshine Ave/Oak Street for St. Mark Coptic Church, Rectory, and School

ATTACHMENTS:

Description	Upload Date	Туре
Rockland Street/McHugh	1/31/2019	Cover Memo
Legal Ad-Rockland/McHugh	1/31/2019	Cover Memo
Rockland Street/Cider Mill	1/31/2019	Cover Memo
Legal Ad-Rockland/Cider Mill	1/31/2019	Cover Memo
Sunshine Ave_Oak St/St. Mark's	1/31/2019	Cover Memo
Legal Ad-Sunshine_Oak/St. Mark's	1/31/2019	Cover Memo



TOWN OF NATICK MASSACHUSETTS

JEREMY T. MARSETTE, P.E. DIRECTOR

WILLIAM E. MCDOWELL, P.E Town Engineer

January 17, 2019

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

Re: Eversource Electric - Grant of Location Rockland St (McHugh Farms Subdivision)

Madame Chairperson & Members of the Board:

Eversource has requested a Grant of Location to relocate (1) one existing pole (161/25) and to install (1) new pole (161/25X) on Rockland Street. These poles are approximately 840' north of Carsha Drive. This work is necessary to accommodate a new curb cut for the McHugh Farms residential Subdivision.

As stated in Article 78 in the Natick Town Bylaws, no utility shall be permitted to install, construct, upgrade or replace any poles and overhead wires and associated overhead structures upon, along or across any public way or ways located within Natick unless the Board of Selectmen grants special permission.

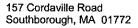
If the request is granted by the Board of Selectmen, the Engineering Division has reviewed the proposed location and does not have any objection to the Grant of Location as requested if done in accordance with the plans dated October 18, 2018 accompanying the petition.

Sincerely.

William E. McDowell, P.E. Town Engineer

cc: Director of Public Works

DEPARTMENT OF PUBLIC WORKS • 75 WEST STREET • NATICK, MASSACHUSETTS 01760 TEL. 508-647-6550 • FAX. 508-647-6560•WWW.NATICKMA.GOV





December 3, 2018

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

RE: Rockland Street Natick, MA W.O. #2275610

Public Hearing Required

Dear Mr. Digiacomo:

The enclosed petition and plan is being presented by the NSTAR ELECTRIC COMPANY d/b/a as EVERSOURCE ENERGY and VERIZON for obtaining a Grant of Location to relocate existing pole 161/25 and to install new pole 161/25X.

This work is necessary to accommodate new curb cut for new residential development.

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

Very truly yours,

Kelly Am Correia

Kelly-Ann Correia, Supervisor Rights and Permits

KAC/sky Attachments

PETITION OF NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY AND OTHER COMPANIES FOR JOINT OR IDENTICAL LOCATIONS FOR POLES

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

Respectfully represent NSTAR ELECTRIC COMPANY dba Eversource Energy and VERIZON NEW ENGLAND, INC. companies subject to Chapter 166 of the General Laws (Ter.Ed.), that they desire to construct a line upon, along and across the public way or ways hereinafter specified.

WHEREFORE, your petitioners pray that after due notice and hearing as provided by law the **Board of Selectmen** may by Order grant your petitioners joint or identical locations for the erection or construction of poles, to be owned and used in common by them, and for such other fixtures including anchors and guys as may be necessary to sustain or protect the wires of the line, said poles to be located, substantially as shown on the plans made by <u>A. Debenedictis</u> dated October 18, 2018 and filled herewith, upon along and across the following public way or ways of said town:

Rockland Street - Easterly side approximately 842± feet north of Carsha Drive

Remove one (1) existing pole 161/25 Install one (1) new pole 161/25 Pole Relocation

Rockland Street - Westerly side approximately 798± feet north of Carsha Drive

Install one (1) new pole 161/25X

Public Hearing Required

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

NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY

tim By:

Kelly-Ann Correia Rights and Permits, Supervisor

VERIZON NEW ENGLAND INC.

By: Albert E. Bessette Right of Way

2018

Dated this

Town of NATICK, Massachusetts Received and filed

day of

2018

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

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

Rockland Street -	Easterly side approximately 842± feet north of Carsha Drive
	Remove one (1) existing pole 161/25
	Install one (1) new pole 161/25
	Pole Relocation
Rockland Street -	Westerly side approximately 798± feet north of Carsha Drive
	Install one (1) new pole 161/25X

Public Hearing Required

All construction work under this Order shall be in accordance with the following conditions: Poles shall be of sound timber and located as shown on plans made by **A. DeBenedictis dated October 18, 2018** on file with said petition. There may be attached to said poles by said **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** and by said **VERIZON NEW ENGLAND**, **INC**. wires and cables necessary for the conduct of their business. All such wires and cables shall be placed at a height of not less than eighteen feet from the ground at crossings of other ways and at not less than fourteen feet from the ground elsewhere

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CERTIFICATE

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

 Selectmen of
the town of

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the Board of Selectmen of the town of NATICK Massachusetts, duly adopted on the ______day of ______2018, and recorded with records of location Orders said town, Book______, Page ______and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.), and any additions thereto or amendments thereof, as the same appear of record.

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Attes	÷-
nuca	ι.

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

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

Rockland Street -	Easterly side approximately 842± feet north of Carsha Drive	
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	Pole Relocation	
Rockland Street -	Westerly side approximately 798± feet north of Carsha Drive	

Install one (1) new pole 161/25X

Public Hearing Required

All construction work under this Order shall be in accordance with the following conditions: Poles shall be of sound timber and located as shown on plans made by **A. DeBenedictis dated October 18, 2018** on file with said petition. There may be attached to said poles by said **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** and by said **VERIZON NEW ENGLAND, INC.** wires and cables necessary for the conduct of their business. All such wires and cables shall be placed at a height of not less than eighteen feet from the ground at crossings of other ways and at not less than fourteen feet from the ground elsewhere

 Selectmen of
 the town of
 NATICK

CERTIFICATE

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Attest:

i

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	Remove one (1) existing pole 161/25 Install one (1) new pole 161/25 Pole Relocation	
Rockland Street -	Westerly side approximately 798± feet north of Carsha Drive	
	• • • • • • • • • • • • • • • • • • • •	

Install one (1) new pole 161/25X

Public Hearing Required

All construction work under this Order shall be in accordance with the following conditions: Poles shall be of sound timber and located as shown on plans made by **A. DeBenedictis dated October 18, 2018** on file with said petition. There may be attached to said poles by said **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** and by said **VERIZON NEW ENGLAND, INC.** wires and cables necessary for the conduct of their business. All such wires and cables shall be placed at a height of not less than eighteen feet from the ground at crossings of other ways and at not less than fourteen feet from the ground elsewhere

	Selectmen of
	the town of
· · · · · ·	NATICK

CERTIFICATE

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Selectmen of
the town of

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the Board of Selectmen of the town of NATICK Massachusetts, duly adopted on the ______day of ______2018, and recorded with records of location Orders said town, Book______, Page ______and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest:

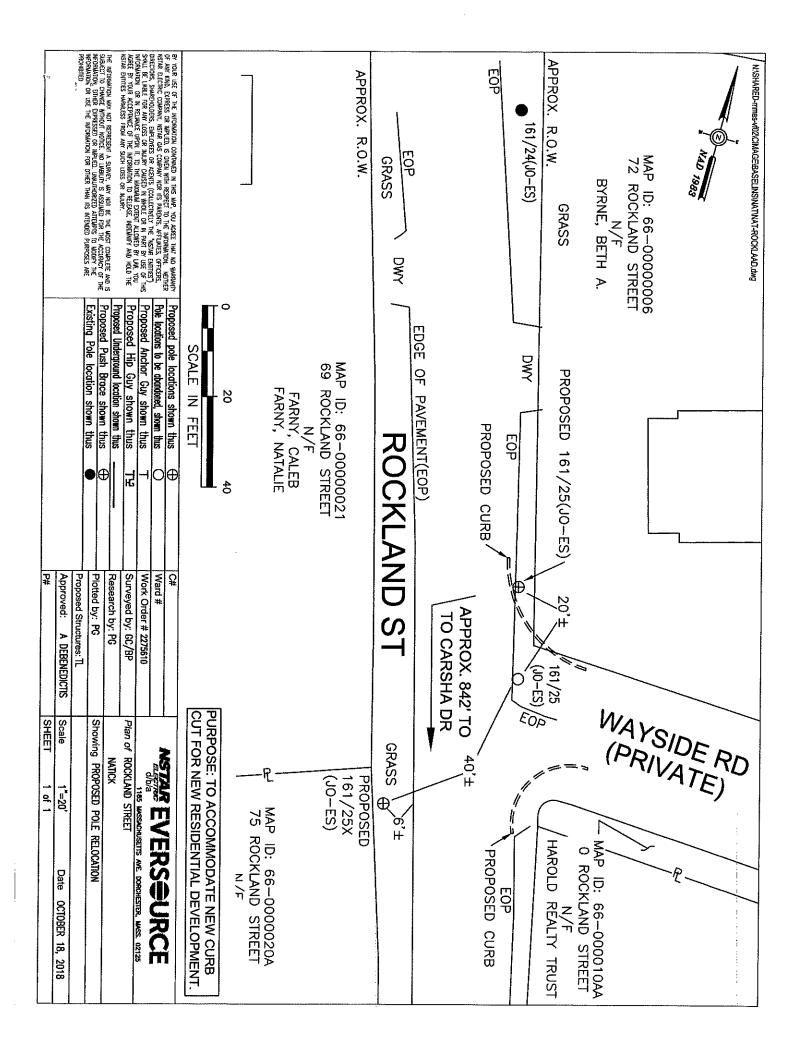
WO#2275610 ROCKLAND STREET NATICK, MA 01760

MAP ID: 66-00000006 72 ROCKLAND STREET N/F BYRNE, BETH A. 72 ROCKLAND ST NATICK, MA 01760

MAP ID: 66-000010AA 0 ROCKLAND STREET N/F HAROLD REALTY TRUST KILLEEN, MATTHEW D. TRS 33 BULLARD LANE MILLIS, MA 02054

MAP ID: 66-00000021 69 ROCKLAND STREET N/F FARNY, CALEB FARNY, NATALIE 69 ROCKLAND ST NATICK, MA 01760

MAP ID: 66-0000020A 75 ROCKLAND STREET N/F BROWN, ROBERT M. BROWN, PATRICIA A. 75 ROCKLAND ST NATICK, MA 01760





GateHouse Media New England Community Newspaper Co. – Legal Advertising Proof

15 Pacella Park Drive, Randolph, MA 02368 1800-624-7355 phone I 781-961-3045 fax

Order Number: CN13768842 Salesperson: Deborah Dillon

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

Title:	MetroWest Daily News	Class:
	Legals	
Start date:	2/2/2019	Stop date:
	2/2/2019	•
Insertions:	1	#Lines:
	38 ag	
Price:	\$42.84	

HEARING DATE CHANGE (3)

LEGAL NOTICE PUBLIC HEARING – CHANGE IN DATE BOARD OF SELECTMEN TOWN OF NATICK

GRANT OF LOCATION

Notice is hereby provided that the Board of Selectmen will conduct a public hearing on Tuesday, February 19, 2019 at 7:00 p.m., Natick Town Hall, Edward H. Dlott Meeting Room, 13 East Central Street, Natick, MA at the request of NSTAR Electric Company d/b/a Eversource Energy and Verizon regarding a grant of location to relocate one (1) existing pole (161/25) and to install one (1) new pole (161/25X) on Rockland Street, approximately 840' north of Carsha Drive. This work is necessary to accommodate a new curb cut for the McHugh Farms residential subdivision.

The public hearing previously scheduled to occur on Monday, February 4, 2019 has been canceled.

Plans are on file in the Town Clerk's office for review.

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

Michael J. Hickey, Jr., Clerk

AD#13768842 MWDN 2/2/19



TOWN OF NATICK MASSACHUSETTS

JEREMY T. MARSETTE, P.E. DIRECTOR

WILLIAM E. MCDOWELL, P.E TOWN ENGINEER

December 20, 2018

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

Re: Eversource Electric – Grant of Location Rockland Street

Madame Chairperson & Members of the Board:

Eversource has requested a Grant of Location to install one (1) new pole (161/331A) on Rockland Street. This pole is approximately 50.6' south of existing pole 161/33 on Rockland Street. This work is necessary to provide electric service to a new house being built on the corner of Rockland Street and Cider Mill Lane.

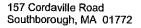
As stated in Article 78 in the Natick Town Bylaws, no utility shall be permitted to install, construct, upgrade or replace any poles and overhead wires and associated overhead structures upon, along or across any public way or ways located within Natick unless the Board of Selectmen grants special permission.

If the request is granted by the Board of Selectmen, the Engineering Division has reviewed the proposed location and does not have any objection to the Grant of Location as requested if done in accordance with the plans dated September 19, 2018 accompanying the petition.

Sincerely,

William E. McDowett, P.E. Town Engineer

cc: Director of Public Works



September 25, 2018

EVERS©URC

ENERGY

S. M.

John Digiacomo Dept. of Public Works 75 West Street Natick, MA 01760

RE: Rockland Street Natick, MA W.O. #2284405

Public Hearing Required

Dear Members of the Board:

The enclosed petition and plan is being presented by the NSTAR ELECTRIC COMPANY d/b/a as EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install one (1) new pole 161/33A, Rockland Street, Natick.

This work is necessary to provide electric service to # Zero Cider Mill Lane.

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

Very truly yours,

Kelly Am Corrien

Kelly-Ann Correia, Supervisor Rights and Permits

KAC/sky Attachments

PETITION OF NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY FOR LOCATION OF POLES

To the **BOARD OF SELECTMEN** of the Town of **NATICK**, Massachusetts:

Respectfully represents NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY, a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission upon, along and across the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to erect or construct, and a location for, such a line of wires, poles and such other fixtures including anchors and guys as may be necessary to sustain or protect the wires of the line, the said poles to be located, substantially as shown on the plans made by A. Debenedictis dated September 19, 2018 and filed herewith, upon, along and across the following public way or ways of said Town:

Rockland Street - Easterly side approximately 80 ± feet North of Cider Mill Lane

Install one (1) pole #161/33A

Public Hearing Required

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

NSTAR ELECTRIC COMPANY Dba EVERSOURCE ENERGY

BY Kelly-Ann Correia, Supervisor

Rights & Permits

Dated this _____ day of _____ 2018

Town of NATICK, Massachusetts

Received and filed _____ 2018.

Town Clerk

ORDER FOR LOCATION OF POLES Town of NATICK Massachusetts

WHEREAS, NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY has petitioned for permission to erect or construct a line of the transmission of electricity for lighting, heating or power upon, along and across the public way of ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NSTAR ELECTRIC COMPANY** d/b/a EVERSOURCE ENERGY be and hereby is granted permission to erect or construct, and a location for, such a line of wires, poles and such other fixtures including anchors and guy as may be necessary to sustain or protect the wires of the line upon, along and across the following public way or ways of said Town:

Rockland Street - Easterly side approximately 80 ± feet North of Cider Mill Lane

Install one (1) pole #161/33A

Public Hearing Required

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as said petitioner may desire for distributing purposes.

All construction work under this Order shall be in accordance with the following conditions: Poles shall be of sound timber and located as shown on a plan made by A. Debenedictis dated September 19, 2018, on file with said petition. There may be attached to said poles by the said Company wires and cables necessary for the conduit of its business. All such wires and cables shall be placed at a height of not less that eighteen feet from the ground.

 Selectmen of
 the Town of
 NATICK

Certificate

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

 Selectmen of

 the Town of

 NATICK

Certificate

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

Attest:

1.14

WO# 2284405

ORDER FOR LOCATION OF POLES Town of NATICK Massachusetts

WHEREAS, NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY has petitioned for permission to erect or construct a line of the transmission of electricity for lighting, heating or power upon, along and across the public way of ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY be and hereby is granted permission to erect or construct, and a location for, such a line of wires, poles and such other fixtures including anchors and guy as may be necessary to sustain or protect the wires of the line upon, along and across the following public way or ways of said Town:

Rockland Street - Easterly side approximately 80 ± feet North of Cider Mill Lane

Install one (1) pole #161/33A

Public Hearing Required

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as said petitioner may desire for distributing purposes.

All construction work under this Order shall be in accordance with the following conditions: Poles shall be of sound timber and located as shown on a plan made by A. **Debenedictis dated September 19, 2018**, on file with said petition. There may be attached to said poles by the said Company wires and cables necessary for the conduit of its business. All such wires and cables shall be placed at a height of not less that eighteen feet from the ground.

Selectmen of	
the Town of	
NATICK	

Certificate

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

Certificate

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

Attest:

<u>,</u>,,,

WO#2284405 CIDER MILL LANE NATICK, MA 01760

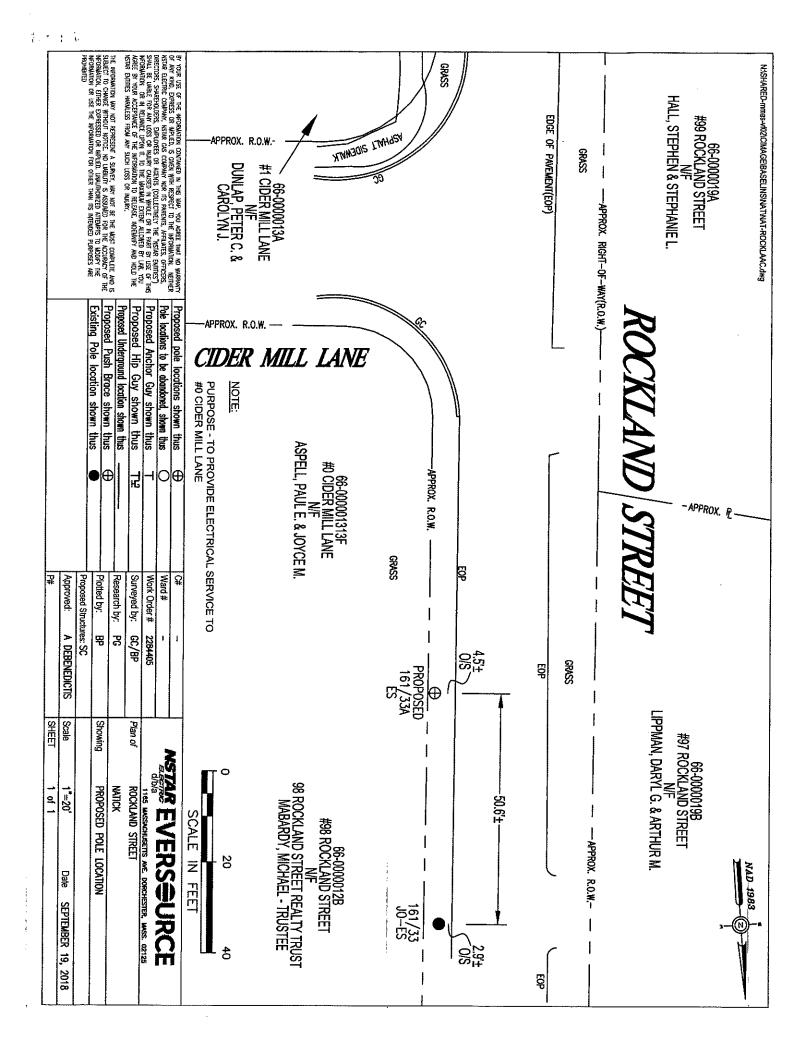
> 66-000001313F #0 CIDER MILL LANE N/F ASPELL, PAUL E. & JOYCE M. 96 ROCKLAND ST. NATICK, MA 01760

66-000013A #1 CIDER MILL LANE N/F DUNLAP, PETER C. & CAROLYN J. 1 CIDER MILL LN. NATICK, MA 01760

66-0000019B #97 ROCKLAND STREET N/F LIPPMAN, DARYL G. & ARTHUR M. 97 ROCKLAND ST. NATICK, MA 01760

66-0000012B #98 ROCKLAND STREET N/F 98 ROCKLAND STREET REALTY TRUST MABARDY, MICHAEL – TRUSTEE P.O. BOX 6254 NATICK, MA 01760

66-0000019A #99 ROCKLAND STREET N/F HALL, STEPHEN & STEPHANIE L. 99 ROCKLAND ST, NATICK, MA 01760





GateHouse Media New England Community Newspaper Co. – Legal Advertising Proof

15 Pacella Park Drive, Randolph, MA 02368 1800-624-7355 phone I 781-961-3045 fax

Order Number: CN13768841 Salesperson: Deborah Dillon

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

Title:	MetroWest Daily News Legals	Class:
Start date:	2/2/2019	Stop data:
Start uate.	2/2/2019	Stop date:
Insertions:	1	#Lines:
	35 ag	
Price:	\$39.78	

HEARING DATE CHANGE (2)

LEGAL NOTICE PUBLIC HEARING – CHANGE IN DATE BOARD OF SELECTMEN TOWN OF NATICK

GRANT OF LOCATION

Notice is hereby provided that the Board of Selectmen will conduct a public hearing on Tuesday, February 19, 2019 at 7:00 p.m. at Natick Town Hall, Edward H. Dlott Meeting Room, 13 East Central Street, Natick, MA at the request of NSTAR Electric Company d/b/a Eversource Energy regarding a grant of location to install one (1) new pole (161/33A) on Rockland Street, Natick, MA. This work is necessary to provide electric service to # Zero Cider Mill Lane.

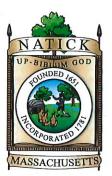
The public hearing previously scheduled to occur on Monday, February 4, 2019 has been canceled.

Plans are on file in the Town Clerk's office for review.

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

Michael J. Hickey, Jr., Clerk

AD#13768841 MWDN 2/2/19



TOWN OF NATICK MASSACHUSETTS

JEREMY T. MARSETTE, P.E. DIRECTOR

WILLIAM E. MCDOWELL, P.E Town Engineer

January 17, 2019

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

Re: Eversource Electric - Grant of Location Sunshine Avenue/Oak Street

Madame Chairperson & Members of the Board:

Eversource has requested a Grant of Location to install (1) new pole (318/2) on Sunshine Avenue and to install (1) new pole (137/46A) on Oak Street. This work is necessary to provide updated services to 145 and 145R Oak Street and 68 Wellesley Road Extension (St. Mark Coptic Church, Rectory and School).

As stated in Article 78 in the Natick Town Bylaws, no utility shall be permitted to install, construct, upgrade or replace any poles and overhead wires and associated overhead structures upon, along or across any public way or ways located within Natick unless the Board of Selectmen grants special permission.

If the request is granted by the Board of Selectmen, the Engineering Division has reviewed the proposed location and does not have any objection to the Grant of Location as requested if done in accordance with the plans dated October 3, 2018 accompanying the petition.

Sincerely.

William E. McDowell, P.E. Town Engineer

cc: Director of Public Works

DEPARTMENT OF PUBLIC WORKS • 75 WEST STREET • NATICK, MASSACHUSETTS 01760 TEL. 508-647-6550 • FAX. 508-647-6560•WWW.NATICKMA.GOV



December 12, 2018

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

RE: Sunshine Avenue/Oak Street Natick, MA W.O. #2292253

Public Hearing Required

Dear Mr. Digiacomo:

The enclosed petition and plan is being presented by the NSTAR ELECTRIC COMPANY d/b/a as EVERSOURCE ENERGY and VERIZON for obtaining a Grant of Location to install one (1) new pole 318/2, Sunshine Avenue, Natick and to install one (1) new pole 137/46A, Oak Street, Natick.

This work is necessary to provide updated services to 145 and 145R Oak Street and 68 Wellesley Road Extension (St Mark Coptic Church, Rectory and School).

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

Very truly yours,

Killy Am Correra

Kelly-Ann Correia, Supervisor Rights and Permits

KAC/sky Attachments

PETITION OF NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY AND OTHER COMPANIES FOR JOINT OR IDENTICAL LOCATIONS FOR POLES

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

Respectfully represent NSTAR ELECTRIC COMPANY dba Eversource Energy and VERIZON NEW ENGLAND, INC. companies subject to Chapter 166 of the General Laws (Ter.Ed.), that they desire to construct a line upon, along and across the public way or ways hereinafter specified.

WHEREFORE, your petitioners pray that after due notice and hearing as provided by law the **Board of Selectmen** may by Order grant your petitioners joint or identical locations for the erection or construction of poles, to be owned and used in common by them, and for such other fixtures including anchors and guys as may be necessary to sustain or protect the wires of the line, said poles to be located, substantially as shown on the plans made by <u>A. Debenedictis</u> dated October 03, 2018 and filled herewith, upon along and across the following public way or ways of said town:

Sunshine Avenue - Northerly side approximately 90 ± feet East of Oak Street Install one (1) new pole #318/2

Oak Street – Easterly side approximately 15 ± West of Sunshine Avenue Install one (1) new pole #137/46A

Public Hearing Required

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

NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY

Am srrel By: (Kelly-Anh Correia

VERIZON NEW ENGLAND INC.

a-Bv:

Dated this _____day of _____2018

Town of NATICK, Massachusetts

1

Received and filed _____2018

Rights and Permits, Supervisor

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

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

Sunshine Avenue - Northerly side approximately 90 ± feet East of Oak Street Install one (1) new pole #318/2

Oak Street – Easterly side approximately 15 ± West of Sunshine Avenue Install one (1) new pole #137/46A

Public Hearing Required

All construction work under this Order shall be in accordance with the following conditions: Poles shall be of sound timber and located as shown on plans made by **A. DeBenedictis dated October 03, 2018** on file with said petition. There may be attached to said poles by said **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** and by said **VERIZON NEW ENGLAND**, **INC**. wires and cables necessary for the conduct of their business. All such wires and cables shall be placed at a height of not less than eighteen feet from the ground at crossings of other ways and at not less than fourteen feet from the ground elsewhere

Selectmen of
the town of
 NATICK

CERTIFICATE

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

Selectmen of
the town of
NATICK

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the Board of Selectmen of the town of NATICK Massachusetts, duly adopted on the ______day of _____2018, and recorded with records of location Orders said town, Book______, Page _____and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest: _

WHEREAS, NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY and VERIZON NEW ENGLAND, INC. have petitioned for joint or identical locations for the erection or construction of poles to be

owned and used in common by them upon, along and across the public way or ways of the town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

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

Sunshine Avenue - Northerly side approximately 90 ± feet East of Oak Street Install one (1) new pole #318/2

Oak Street – Easterly side approximately 15 ± West of Sunshine Avenue Install one (1) new pole #137/46A

Public Hearing Required

All construction work under this Order shall be in accordance with the following conditions: Poles shall be of sound timber and located as shown on plans made by **A. DeBenedictis dated October 03, 2018** on file with said petition. There may be attached to said poles by said **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** and by said **VERIZON NEW ENGLAND, INC.** wires and cables necessary for the conduct of their business. All such wires and cables shall be placed at a height of not less than eighteen feet from the ground at crossings of other ways and at not less than fourteen feet from the ground elsewhere

	Selectmen of
 	the town of
 	NATICK

CERTIFICATE

Selectmen of the town of **NATICK**

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the Board of Selectmen of the town of NATICK Massachusetts, duly adopted on the _____day of _____2018, and recorded with records of location Orders said town, Book_____, Page _____and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest:

WHEREAS, NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY and VERIZON NEW

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

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

Sunshine Avenue - Northerly side approximately 90 ± feet East of Oak Street Install one (1) new pole #318/2

Oak Street – Easterly side approximately 15 ± West of Sunshine Avenue Install one (1) new pole #137/46A

Public Hearing Required

All construction work under this Order shall be in accordance with the following conditions: Poles shall be of sound timber and located as shown on plans made by **A. DeBenedictis dated October 03, 2018** on file with said petition. There may be attached to said poles by said **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** and by said **VERIZON NEW ENGLAND, INC.** wires and cables necessary for the conduct of their business. All such wires and cables shall be placed at a height of not less than eighteen feet from the ground at crossings of other ways and at not less than fourteen feet from the ground elsewhere

 Selectmen of
 the town of
 NATICK

CERTIFICATE

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

Selectmen of the town of NATICK

:

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the Board of Selectmen of the town of NATICK Massachusetts, duly adopted on the ______day of _____2018, and recorded with records of location Orders said town, Book______, Page _____and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter,Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest:

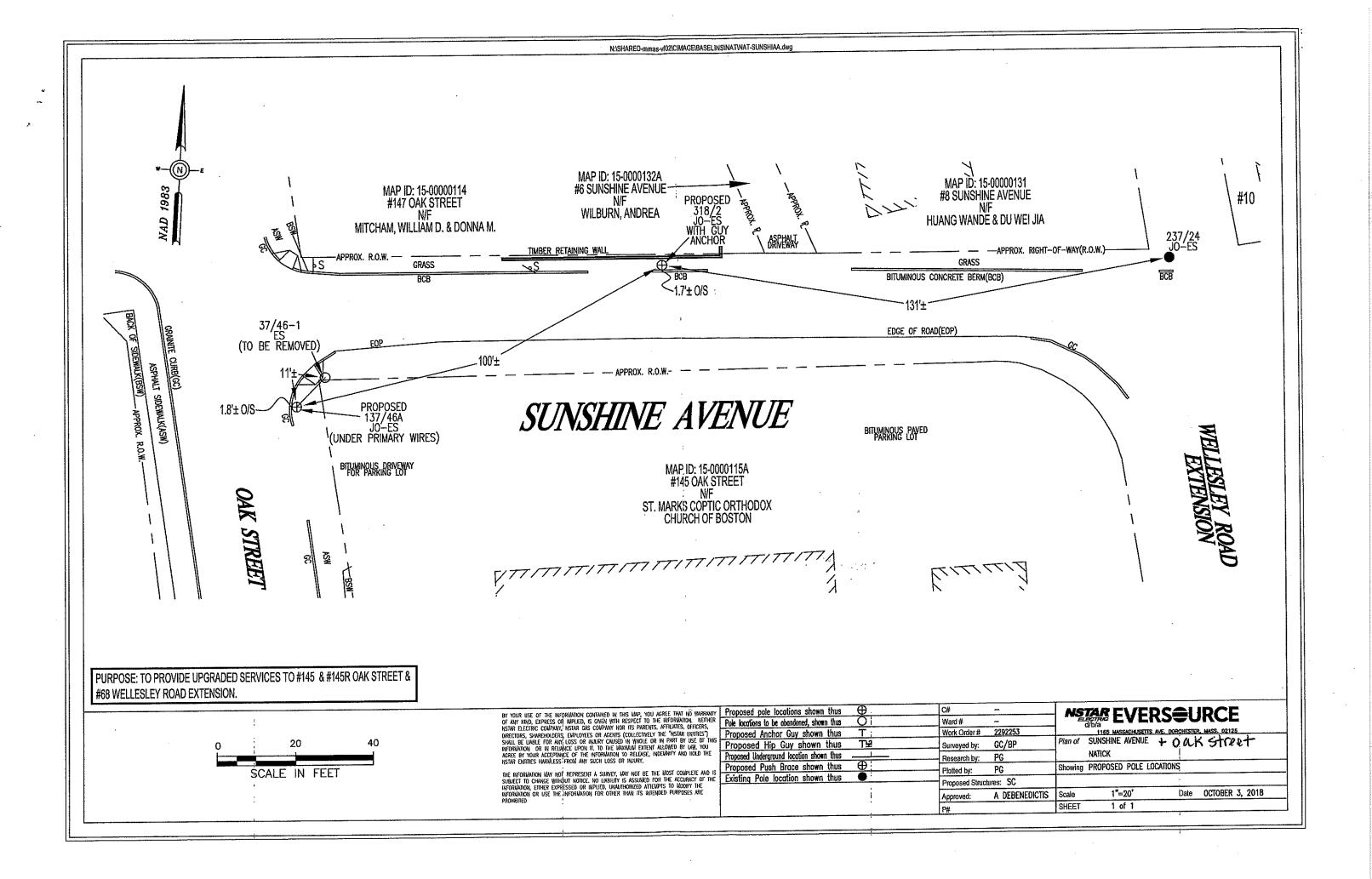
WO#2292253 SUNSHINE ROAD NATICK, MA 01760

MAP ID: 15-0000115A #145 OAK STREET N/F ST. MARKS COPTIC ORTHODOX CHURCH OF BOSTON 143 OAK ST. NATICK, MA 01760

MAP ID: 15-00000114 #147 OAK STREET N/F MITCHAM, WILLIAM D. & DONNA M. 147 OAK ST. NATICK, MA 01760

MAP ID: 15-0000132A #6 SUNSHINE AVENUE N/F WILBURN, ANDREA 6 SUNSHINE AVE. NATICK, MA 01760

MAP ID: 15-0000131 #8 SUNSHINE AVENUE N/F HUANG WANDE & DU WEI JIA 8 SUNSHINE AVE. NATICK, MA 01760





GateHouse Media New England Community Newspaper Co. – Legal Advertising Proof

15 Pacella Park Drive, Randolph, MA 02368 1800-624-7355 phone I 781-961-3045 fax

Order Number: CN13768838 Salesperson: Deborah Dillon

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

Title:	MetroWest Daily News Legals	Class:
Start date:	2/2/2019 2/2/2019	Stop date:
Insertions:	1 38 ag	#Lines:
Price:	\$42.84	

HEARING DATE CHANGE (1)

LEGAL NOTICE PUBLIC HEARING – CHANGE IN DATE BOARD OF SELECTMEN TOWN OF NATICK

GRANT OF LOCATION

Notice is hereby provided that the Board of Selectmen will conduct a public hearing on Tuesday, February 19, 2019 at 7:00 p.m., Natick Town Hall, Edward H. Dlott Meeting Room, 13 East Central Street, Natick, MA at the request of NSTAR Electric Company d/b/a Eversource Energy and Verizon regarding a grant of location to install one (1) new pole (318/2) on Sunshine Avenue and to install one (1) new pole (137/46A) on Oak Street. This work is necessary to provide updated services to 145 and 145R Oak Street and 68 Wellesley Road Extension (St. Mark Coptic Church, Rectory, and School).

The public hearing previously scheduled to occur on Monday, February 4, 2019 has been canceled.

Plans are on file in the Town Clerk's office for review.

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

Michael J. Hickey, Jr., Clerk

AD#13768838 MWDN 2/2/19

ITEM TITLE: Host Community Agreement Between Natick and Bountiful Farms, Registered Medical Marijuana Dispensary

ITEM SUMMARY:

ATTACHMENTS:		
Description	Upload Date	Туре
Revision #2 HCA-KP Law	2/4/2019	Cover Memo
Revised HCA-KP Law	2/2/2019	Cover Memo
Development Agreement-KP Law	2/2/2019	Cover Memo
DRAFT Host Community Agreement (HCA)	1/18/2019	Cover Memo
Letter of Support for Medical Cannabis-John Detwiler	1/22/2019	Cover Memo
Letter RE Mercer Rd Proposed RMD-D. Cohen Pratt	1/31/2019	Cover Memo
Response to Letter RE Mercer Rd Proposed RMD- A. Mistrot	1/31/2019	Cover Memo
Email Corresondence-G. Holmes/J. Errickson	2/1/2019	Cover Memo

TOWN OF NATICK AND BOUNTIFUL FARMS, INC.

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this _______ day of _______, 2019 (the "Effective Date") by and between Bountiful Farms, Inc., a Massachusetts corporation with a principal office address of 267 Glen Meadow Rd, Franklin, Massachusetts 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") (Company and Town, collectively the "Parties"), acting by and through its Board of Selectmen, in reliance upon all of the representations made herein.

This HCA represents the understanding between the Parties with respect to proposed use of a tract of land with improvements located at 13 Mercer Road, Natick, Massachusetts 01760, (the "Facility"). The development of the Facility is also subject to a Development Agreement (the "DEVELOPMENT AGREEMENT"), intended to provide benefits to the Town in order to secure approval for the Company to develop and utilize the Facility for its intended use of a Medical Marijuana Treatment Center (MMTC) for retail dispensing only.

RECITALS

WHEREAS, the Company wishes to locate a MMTC engaged only in dispensing of marijuana for medical use with approximately 4000 square feet at a parcel of land with approximately .58 acres located at 13 Mercer Road, Natick, Massachusetts 01760, more accurately described by the deed recorded with the Middlesex County Registry of Deeds Book 1504, page 20 on Certificate of Title No. 26430, and on Map 24 and numbered Lot 90x in the Assessor's database (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94I and 935 CMR 500.001 and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS, the TOWN recognizes this development and Facility will benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, the Development Agreement entered into separately by the Parties, and a strengthened local tax base; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the Facility and receives all required local permits and approvals from the Town; and

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of Facility, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town.

WHEREAS, The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

- 1. The Parties respectively represent and warrant that:
 - a. Each is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this HCA, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and
- 2. Once this HCA has been duly authorized, executed and delivered, this HCA constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms, there is no action, suit, or proceeding pending, or, to the knowledge of either party, threatened against or affecting wither wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this HCA.

3. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of a MMTC, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Facility in the Town, then the Company agrees to provide the following Annual Community Impact Fee:

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an Annual Community Impact Fee to the Town to account for both quantifiable and unquantifiable impacts to the Town, in the amount and under the terms provided herein.

- 1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross annual sales from marijuana and marijuana product sales at the Facility. The term "gross sales" shall mean the total of all sales transactions of the Facility without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.
- 2. The Annual Community Impact Fee shall be made annually on July 1 of each year, and shall continue for a period of five (5) years from the date the Facility commences operations.
- 3. The first Annual Community Impact Fee payment shall be paid based on 3% of the gross sales of the Facility for the portion of the year that the Facility is in operation until the July 1 payment deadline. For all subsequent years, the Annual Community Impact Fee shall be paid based on the annual gross sales of the Facility during the fiscal year ending June 30. The Facility shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final certificate of registration and "Approval to Sell" at the Facility from the CCC.
- 4. The Parties shall renew the Annual Community Impact Fee every five years for recurring five year terms for the duration of the Facility's operations. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that any renewal of the Community Impact Fee specified in Paragraph 4.A.1 of this Agreement shall not be reduced below the amount set forth above in order to account for both the quantifiable and unquantifiable and potentially unforeseen impacts on the Town.
- 5. With regard to any year of operation for the Facility which is not a full calendar year, the applicable Annual Community Impact Fee shall be pro-rated accordingly. The Company acknowledges that the payments due under this Agreement are reasonably related to Town's costs and waives any claims to the contrary.
- 6. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts, both quantifiable and unquantifiable, upon the Town.

B. <u>Annual Reporting for Host Community Impact Fees and Compliance</u>

The Company shall submit an annual written report to the Town's Board of Selectmen within thirty (30) days after the payment of its Annual Community Impact Fee with a certification of: (1) its annual sales; and (2) its compliance all other requirement of this Agreement. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Board of Selectmen to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three (3) years following the termination of this Agreement the Company shall agree, upon request of the Town to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the payment of its Annual Community Impact Fee payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

4. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and nondiscriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

5. Local Taxes

At all times during the term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

6. <u>Security and Safety</u>

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures to ensure that the marijuana and marijuana products sold in the Facility are not being transferred to the illegal market or to minors.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion of marijuana and marijuana products into the illicit market and to minors, such plan to be in place prior to the commencement of operations at the Facility.

The Company agrees and acknowledges that annual inspections of the Facility by the Town's Police Department, Town's Fire Department, Building Department and Board of Health shall be a condition of continued operation in Town and agrees to cooperate with the Town's Police Department, Town's Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the Facility.

The Company further agrees that all signage and packaging for marijuana products shall comply applicable state laws and regulations, including, but not limited to G.L. c.94I and 935 CMR 500.001, and further agrees to comply with the more stringent provisions of 935 CMR 500.001 to the extent there is any inconsistency or conflict in said regulatory provisions.

7. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed annually by the Board of Selectmen as part of the Company's annual report to ensure compliance with the policies and procedures and to address any further impacts requiring mitigation. The policies and procedures addressing community impact mitigation shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

8. Additional Obligations

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of MMTC in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Facility in the Town,

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 a MMTC to operate in the Town, or to refrain from enforcement action against the Company and/or its Facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

The Company agrees that, even if authorized under CCC regulations and local zoning, it will not apply for or seek approval for the addition or conversion of this Facility to an adult use marijuana establishment and will, at all times, restrict the use of this Facility to the retail dispensing of medical marijuana and medical marijuana products.

1. <u>Re-Opener/Review</u>

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the DPH or CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for an MMTC with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

2. Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

3. <u>Term</u>

Except as expressly provided herein, this Agreement shall take effect on the date set forth above (the "Effective Date"), and shall be applicable for as long as the Company operates the Facility in the Town with the exception of the Community Impact Fee, which shall be governed by the provisions of Paragraph 4.A of this Agreement.

In the event the Company has not secured a certificate of final registration from the CCC and all necessary local permits from the Town and commenced operations at the Facility within one (1) year from the Effective Date of this Agreement, this Agreement shall expire and the Company shall be required to negotiate a new Agreement in order to operate the Facility within the Town. The Board of Selectmen, in its discretion, may agree to additional extensions of time, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

4. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

5. <u>Notices</u>

Any and all notices, consents, demands, requests, approvals 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, and 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.

To Town:

Melissa Malone Town Administrator Natick Town Hall 13 East Central Street, 2nd Floor Natick, MA 01760

Copy To: (Town Counsel)

To Developer:

Jeff Barton Chief Executive Officer Bountiful Farms, LLC 267 Glen Meadow Rd, Franklin, Massachusetts 02038

6. <u>Severability</u>

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 the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

7. Governing Law

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.

8. Entire Agreement

This Agreement 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.

9. <u>Amendments/Waiver</u>

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by authorized representatives of both parties to the original Agreement, prior to the effective date of the amendment.

10. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

11. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

12. Signatures

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

13. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

14. <u>Nullity</u>

This Agreement shall be null and void in the event that the Company does not locate a MMTC in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Community Impact Fee due to the Town hereunder shall be calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

15. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility to the extent caused by or contributed to by the Company, but specifically excluding such matters caused by the fraud or willful misconduct of the Town, its agents, departments, officials, employees, insurers and/or successors. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Developer agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand. As a condition of indemnification pursuant to this Section 23, the Town shall: (a) notify the Company within a reasonable period of time of any matter concerning which the Town may seek indemnification hereunder; (b) at the request of the Company give the Company control over the investigation, defense and/or settlement of such matter; and (iii) cooperate to the greatest possible extent in such investigation, defense and/or settlement.

16. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF NATICK BOARD OF SELECTMEN BOUNTIFUL FARMS, LLC

Amy K. Mistrot, Chair

Jeff Barton Chief Executive Officer Bountiful Farms, LLC

Susan G. Salamoff

Richard P. Jennett Jr.

Michael J. Hickey, Jr.

Jonathan Freedman

657200/NATK/0005

TOWN OF NATICK AND BOUNTIFUL FARMS, INC.

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this ________ day of _______, 2019 (the "Effective Date") by and between Bountiful Farms, Inc., a Massachusetts corporation with a principal office address of 267 Glen Meadow Rd, Franklin, Massachusetts 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") (Company and Town, collectively the "Parties"), acting by and through its Board of Selectmen, in reliance upon all of the representations made herein.

This HCA represents the understanding between the Parties with respect to proposed use of a tract of land with improvements located at 13 Mercer Road, Natick, Massachusetts 01760, (the "Facility"). The development of the Facility is also subject to a Development Agreement (the "DEVELOPMENT AGREEMENT"), intended to provide benefits to the Town in order to secure approval for the Company to develop and utilize the Facility for its intended use of a Medical Marijuana Treatment Center (MMTC) for retail dispensing only.

RECITALS

WHEREAS, the Company wishes to locate a MMTC engaged only in dispensing of marijuana for medical use with approximately 4000 square feet at a parcel of land with approximately .58 acres located at 13 Mercer Road, Natick, Massachusetts 01760, more accurately described by the deed recorded with the Middlesex County Registry of Deeds Book 1504, page 20 on Certificate of Title No. 26430, and on Map 24 and numbered Lot 90x in the Assessor's database (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94I and 935 CMR 500.001 and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS, the TOWN recognizes this development and Facility will benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, the Development Agreement entered into separately by the Parties, and a strengthened local tax base; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the Facility and receives all required local permits and approvals from the Town; and

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of Facility, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town.

WHEREAS, The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

- 1. The Parties respectively represent and warrant that:
 - a. Each is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this HCA, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and
- 2. Once this HCA has been duly authorized, executed and delivered, this HCA constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms, there is no action, suit, or proceeding pending, or, to the knowledge of either party, threatened against or affecting wither wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this HCA.

3. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of a MMTC, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Facility in the Town, then the Company agrees to provide the following Annual Community Impact Fee:

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an Annual Community Impact Fee to the Town to account for both quantifiable and unquantifiable impacts to the Town, in the amount and under the terms provided herein. 1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross sales from marijuana and marijuana product sales at the Facility. The term "gross sales" shall mean the total of all sales transactions of the Facility without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.

[ALTERNATIVE LANGUAGE: 4.A.1. Company shall annually pay an Annual Community Impact Fee in an amount equal to the greater of \$______ (the "Guaranteed Minimum Payment") or 3% of gross sales from marijuana and marijuana product sales at the Facility. In the event that the Guaranteed Minimum Payment is greater than 3% of gross retail sales, the Company and the Town agree to designate the difference as an additional Community Benefit Payment to the Town not subject to the requirements or limitations set forth in G.L. c.94G, §3(d). The term "gross sales" shall mean the total of all sales transactions of the Facility without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.

- 2. The Annual Community Impact Fee shall be made annually on July 1 of each year, and shall continue for a period of five (5) years from the date the Facility commences operations.
- 3. The Annual Community Impact Fee for the first year of operation shall be prorated based on the number of months the Facility is in operation. The Facility shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final certificate of registration and "Approval to Sell" at the Facility from the CCC.
- 4. The Parties shall renew the Annual Community Impact Fee every five years for recurring five year terms for the duration of the Facility's operations. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that any renewal of the Community Impact Fee specified in Paragraph 4.A.1 of this Agreement shall not be reduced below the amount set forth above in order to account for both the quantifiable and unquantifiable and potentially unforeseen impacts on the Town.
- 5. With regard to any year of operation for the Facility which is not a full calendar year, the applicable Annual Community Impact Fee shall be pro-rated accordingly. The Company acknowledges that the payments due under this Agreement are reasonably related to Town's costs and waives any claims to the contrary.

6. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts, both quantifiable and unquantifiable, upon the Town.

B. <u>Annual Reporting for Host Community Impact Fees and Compliance</u>

The Company shall submit an annual written report to the Town's Board of Selectmen within thirty (30) days after the payment of its Annual Community Impact Fee with a certification of: (1) its annual sales; and (2) its compliance all other requirement of this Agreement. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Board of Selectmen to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three (3) years following the termination of this Agreement the Company shall agree, upon request of the Town to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the payment of its Annual Community Impact Fee payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

4. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and nondiscriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

5. Local Taxes

At all times during the term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

6. Security and Safety

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Facility.

The Company agrees and acknowledges that annual inspections of the Facility by the Town's Police Department, Town's Fire Department, Building Department and Board of Health shall be a condition of continued operation in Town and agrees to cooperate with the Town's Police Department, Town's Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the Facility.

The Company further agrees that all signage and packaging for marijuana products shall comply applicable state laws and regulations, including, but not limited to G.L. c.94I and 935 CMR 500.001, and further agrees to comply with the more stringent provisions of 935 CMR 500.001 to the extent there is any inconsistency or conflict in said regulatory provisions.

7. <u>Community Impact Hearing Concerns</u>

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved annually by the Board of Selectmen as part of the Company's annual report and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

8. Additional Obligations

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of MMTC in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Facility in the Town,

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 a MMTC to operate in the Town, or to refrain from enforcement action against the Company and/or its Facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

9. <u>Re-Opener/Review</u>

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the DPH or CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for an MMTC with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

10. Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

11. <u>Term</u>

Except as expressly provided herein, this Agreement shall take effect on the date set forth above (the "Effective Date"), and shall be applicable for as long as the Company operates the Facility in the Town with the exception of the Community Impact Fee, which shall be governed by the provisions of Paragraph 4.A of this Agreement.

In the event the Company has not secured a certificate of final registration from the CCC and all necessary local permits from the Town and commenced operations at the Facility within one (1) year from the Effective Date of this Agreement, this Agreement shall expire and the Company shall be required to negotiate a new Agreement in order to operate the Facility within the Town. The Board of Selectmen, in its discretion, may agree to additional extensions of time, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

12. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

13. <u>Notices</u>

Any and all notices, consents, demands, requests, approvals 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, and 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.

To Town:

Melissa Malone Town Administrator Natick Town Hall 13 East Central Street, 2nd Floor Natick, MA 01760

Copy To: (Town Counsel)

To Developer:

Jeff Barton Chief Executive Officer Bountiful Farms, LLC 267 Glen Meadow Rd, Franklin, Massachusetts 02038

14. Severability

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 the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

15. Governing Law

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.

16. Entire Agreement

This Agreement 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.

17. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by authorized representatives of both parties to the original Agreement, prior to the effective date of the amendment.

18. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

19. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

20. Signatures

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

21. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

22. <u>Nullity</u>

This Agreement shall be null and void in the event that the Company does not locate a MMTC in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Community Impact Fee due to the Town hereunder shall be calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

23. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility to the extent caused by or contributed to by the Company, but specifically excluding such matters caused by the fraud or willful misconduct of the Town, its agents, departments, officials, employees, insurers and/or successors. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Developer agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand. As a condition of indemnification pursuant to this Section 23, the Town shall: (a) notify the Company within a reasonable period of time of any matter concerning which the Town may seek indemnification hereunder; (b) at the request of the Company give the Company control over the investigation, defense and/or settlement of such matter; and (iii) cooperate to the greatest possible extent in such investigation, defense and/or settlement.

24. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF NATICK BOARD OF SELECTMEN BOUNTIFUL FARMS, LLC

Amy K. Mistrot, Chair

Jeff Barton Chief Executive Officer Bountiful Farms, LLC

Susan G. Salamoff

Richard P. Jennett Jr.

Michael J. Hickey, Jr.

Jonathan Freedman

657200/NATK/0005

TOWN OF NATICK AND BOUNTIFUL FARMS, INC.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("AGREEMENT") is entered into this day of ______, 2019 (the "Effective Date") by and between Bountiful Farms, Inc., a Massachusetts corporation with a principal office address of 267 Glen Meadow Rd, Franklin, Massachusetts 02038 (the "Developer"), and the Town of Natick, a Massachusetts municipal corporation with a principal address of 13 East Central Street, Natick, Massachusetts 01760 (the "Town") (Developer and Town, collectively the "Parties"), acting by and through its Board of Selectmen, in reliance upon all of the representations made herein.

RECITALS

WHEREAS, the Developer wishes to locate a Medical Marijuana Treatment Center (an "MMTC") engaged only in dispensing of marijuana for medical use with approximately 4,000 square feet at a parcel of land with approximately .58 acres located at 13 Mercer Road, Natick, Massachusetts 01760, more accurately described by the deed recorded with the Middlesex County Registry of Deeds Book 1504, page 20 on Certificate of Title No. 26430, and on Map 24 and numbered Lot 90x in the Assessor's database (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94I and 935 CMR 500.001 and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS, the Developer intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the Facility and receives all required local permits and approvals from the Town; and

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of Facility, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town.

WHEREAS, The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Town agree as follows:

1. Local Permitting

The Developer agrees that it shall apply for, and must receive, all necessary permits and approvals pursuant to the Town's Bylaws and Regulations. In accordance with the procedures set

forth in G.L. c.44, §53G, any Town board or official from whom the Developer requires a permit or approval may require the Developer to fund the reasonable costs of the such board's or official's employment of outside consultants, including without limitation, engineers, architects, scientists and attorneys.

2. <u>Development Agreement Payments to the Town</u>

In the event that the Developer obtains the requisite licenses and/or approvals as may be required for the operation of a MMTC, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Developer to locate, occupy and operate the Facility in the Town, then the Developer agrees to provide the following Payments to the Town:

- A. <u>Annual Development Fee:</u> During the Term hereof, the Developer shall pay to the Town the sum of \$20,000 annually for purposes of funding substance abuse and mental health services in the Town, including, but not limited to school substance abuse and counselling services and curriculum.
 - 1. The Annual Development Fee shall be paid annually on July 1 of each year, with the Annual Development Fee for the first year of operation to be prorated based on the number of months the Facility is in operation. The Facility shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final certificate of registration and "Approval to Sell" at the Natick Dispensary from the CCC.
 - 2. Beginning on the first anniversary of the first payment due under the immediately prior provision, the Annual Development Fee each shall escalate at the rate of _____Percent (__%) per year.
 - 3. The parties hereby recognize and agree that the Annual Development Fee to be paid by the Developer shall not be deemed a community impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).
- B. <u>Permit and Connection Fees</u>: The Developer hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
- C. <u>Facility Consulting Fees and Costs</u>: The Developer shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any standard municipal rates charged by the above-referenced consultants in relation to the Facility. Such fees and costs shall

be pre-funded upon request by the Town or reimbursed within fourteen (14) days following request by the Town, which shall provide reasonable documentation of the expense but shall not be required to provide privileged attorney client materials.

- D. <u>Other Costs</u>: The Developer shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
- E. <u>Late Payment Penalty</u>: The Developer acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, the Town shall provide the Developer with written notice of such failure to make a timely payment. The Developer shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the Developer fails to make full payment within such cure period, the Developer shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments. These payments or benefits shall be made payable to the Town at the direction of the Town Administrator.
- F. <u>Town's Obligations</u>: In consideration for the Annual Development Fees set forth in Section A hereinabove, the Town shall, within the later of fourteen (14) days after written request by the Developer or two business days subsequent to next regularly scheduled meeting of the Board of Selectmen execute and deliver: (a) a non-opposition letter directed towards the Cannabis Control Commission; (b) a Host Community Agreement, which shall provide that the Licensed Marijuana Establishment pay a community impact fee to the Town in an amount equal to three percent (3%) of the gross sales as defined therein, in accordance with then applicable law and regulations (the "Community Impact Fee").

3. Additional Obligations

The obligations of the Developer and the Town recited herein are specifically contingent upon the Developer obtaining a special permit and site plan approval from the Planning Board and a license for operation of MMTC from the Board of Selectmen and the Developer's receipt of any and all additional local approvals necessary to locate, occupy, and operate the Facility in the Town,

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 a MMTC to operate in the Town, or to refrain from enforcement action against the Developer and/or its Facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

4. <u>Support</u>

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Developer's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

5. <u>Term</u>

Except as expressly provided herein, this Agreement shall take effect on the date set forth above (the "Effective Date"), and shall be applicable for as long as the Developer or any related successor entity(s) operate the Facility in the Town.

6. <u>Successors/Assigns</u>

The Developer shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Developer shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Developer's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Developer's takeover or merger by or with any other entity; (iii) the Developer's outright sale of assets and equity, majority stock sale to another organization or entity for which the Developer does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Developer; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

7. <u>Notices</u>

Any and all notices, consents, demands, requests, approvals 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, and 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.

To Town:	Melissa Malone Town Administrator Natick Town Hall 13 East Central Street, 2 nd Floor Natick, MA 01760
	<u>Copy To:</u> (Town Counsel)
To Developer:	Jeff Barton Chief Executive Officer Bountiful Farms, LLC 267 Glen Meadow Rd, Franklin, Massachusetts 02038

8. <u>Severability</u>

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 the Town would be substantially or materially prejudiced. Further, the Developer agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Developer in a court of competent jurisdiction, the Developer shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

9. <u>Governing Law</u>

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Developer submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

10. <u>Amendments/Waiver</u>

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by authorized representatives of both parties to the original Agreement, prior to the effective date of the amendment.

11. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

12. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

13. Signatures

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

14. <u>No Joint Venture</u>

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

15. <u>Nullity</u>

This Agreement shall be null and void in the event that the Developer does not locate a MMTC in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Developer agrees that an adjustment of Annual Development Fee due to the Town hereunder shall be calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Developer.

16. Indemnification

The Developer shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility to the extent caused by or contributed to by the Developer, but specifically excluding such matters caused by the fraud or willful misconduct of the Town, its agents, departments, officials, employees, insurers and/or successors. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Developer agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand. As a condition of indemnification pursuant to this

Section 16, the Town shall: (a) notify the Developer within a reasonable period of time of any matter concerning which the Town may seek indemnification hereunder; (b) at the request of the Developer give the Developer control over the investigation, defense and/or settlement of such matter; and (iii) cooperate to the greatest possible extent in such investigation, defense and/or settlement.

17. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Developer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF NATICK BOARD OF SELECTMEN BOUNTIFUL FARMS, LLC

Amy K. Mistrot, Chair

Jeff Barton Chief Executive Officer Bountiful Farms, LLC

Susan G. Salamoff

Richard P. Jennett Jr.

Michael J. Hickey, Jr.

Jonathan Freedman

657199/NATK/0005

TOWN OF NATICK AND BOUNTIFUL FARMS, INC.

HOST COMMUNITY AGREEMENT

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the Facility and receives all required local permits and approvals from the Town; and

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of Facility, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. <u>Recitals</u>

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of a MMTC, and receives any and all necessary and required permits and

licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Facility in the Town, then the Company agrees to provide the following Annual Payments:

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an Annual Community Impact Fee to the Town to account for both quantifiable and unquantifiable impacts to the Town, in the amount and under the terms provided herein.

- 1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross sales from marijuana and marijuana product sales at the Facility. The term "gross sales" shall mean the total of all sales transactions of the Facility without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.
- 2. The Annual Community Impact Fee shall be made annually within sixty (60) days following the end of each twelve (12) months of operation, and shall continue for a period of five (5) years.
- 3. The Annual Community Impact Fee for the first year of operation shall be prorated based on the number of months the Facility is in operation. The Facility shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final certificate of registration from the CCC.
- 4. At the conclusion of each of the respective five year terms, the parties shall renew the Annual Community Impact Fee. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that any renewal of the Community Impact Fee specified in Paragraph 2.A.1 of this Agreement shall not be reduced below the amount set forth above in order to account for both the quantifiable and unquantifiable and potentially unforeseen impacts on the Town.

- 5. With regard to any year of operation for the Facility which is not a full calendar year, the applicable Annual Community Impact Fee shall be pro-rated accordingly. The Company acknowledges that the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary.
- 6. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts, both quantifiable and unquantifiable, upon the Town.

B. Additional Costs, Payments and Reimbursements

- 1. <u>Permit and Connection Fees</u>: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
- 2. <u>Facility Consulting Fees and Costs</u>: The Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.
- 3. <u>Other Costs</u>: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
- 4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, the Town shall provide the Company with written notice of such failure to make a timely payment. The Company shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the Company fails to make full payment within such cure period, the Company shall be required to pay

the Town a late payment penalty equal to five percent (5%) of such required payments.

C. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations in the Town an amount no less than \$______, said charities/non-profit organizations to be determined by [THE COMPANY/A MUNICIPAL SUBCOMMITTEE] in its reasonable discretion. The Annual Charitable Non/Profit Contribution shall be made annually beginning on the first anniversary following the commencement of the operations, and shall continue for the term of this Agreement.

D. Annual Reporting for Host Community Impact Fees and Compliance

The Company shall submit an annual written report to the Town's Board of Selectmen within thirty (30) days after the payment of its Annual Community Impact Fee with a certification of: (1) its annual sales; and (2) its compliance all other requirement of this Agreement. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Board of Selectmen to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three (3) years following the termination of this Agreement the Company shall agree, upon request of the Town to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the payment of its Annual Community Impact Fee payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. Local Vendors and Employment

Comment [A1]: To insert language covering Bountiful Farm's contribution to the Town for school curriculum or other program agreed to. Intent is to keep language flexible in agreement, and tie to an annual contribution to a cause agreed to by the applicant and Board of Selectmen. To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and nondiscriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

4. Local Taxes

At all times during the term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

5. Security and Safety

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Facility.

The Company agrees and acknowledges that annual inspections of the Facility by the Town's Police Department, Town's Fire Department, Building Department and Board of Health shall be a condition of continued operation in Town and agrees to cooperate with the Town's Police Department, Town's Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the Facility.

The Company further agrees that all signage and packaging for marijuana products shall comply applicable state laws and regulations, including, but not limited to G.L. c.94I and 935 CMR 500.001, and further agrees to comply with the more stringent provisions of 935 CMR 500.001 to the extent there is any inconsistency or conflict in said regulatory provisions.

6. <u>Community Impact Hearing Concerns</u>

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved annually by the Board of Selectmen as part of the Company's annual report and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of MMTC in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Facility in the Town,

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 a MMTC to operate in the Town, or to refrain from enforcement action against the Company and/or its Facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

8. <u>Re-Opener/Review</u>

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the DPH or CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for an MMTC with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

9. Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

10. <u>Term</u>

Except as expressly provided herein, this Agreement shall take effect on the date set forth above (the "Effective Date"), and shall be applicable for as long as the Company operates the Facility in the Town with the exception of the Community Impact Fee, which shall be governed by the provisions of Paragraph 2.A of this Agreement.

In the event the Company has not secured a certificate of final registration from the CCC and all necessary local permits from the Town and commenced operations at the Facility within two (2) years from the Effective Date of this Agreement, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Facility within the Town. The Board of Selectmen, in its discretion, may agree to an extension of the two (2) year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

11. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to

another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

12. Notices

Any and all notices, consents, demands, requests, approvals 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, and 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.

To Town: ADD TOWN ADMIN AND LEGAL COUNSEL DETAIL

To Company: ADD INFORMATION FROM BOUNTIFUL FARMS

13. Severability

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 the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

14. Governing Law

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.

15. Entire Agreement

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.

16. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by authorized representatives of both parties to the original Agreement, prior to the effective date of the amendment.

17. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

18. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

19. <u>Signatures</u>

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

20. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

21. Nullity

This Agreement shall be null and void in the event that the Company does not locate a MMTC in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Community Impact Fee due to the Town hereunder shall be calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

22. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in

defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

23. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF NATICK

BOUNTIFUL FARMS, INC.

Amy K. Mistrot, Chair of the Board of Selectmen On behalf of the Town of Natick Jeff Barton Chief Executive Officer On behalf of Bountiful Farms, Inc.

655432/NATK/0005



Patricia O'Neil <poneil@natickma.org>

A note of support for the Medical Cannabis Dispensary in the Mercer Rd area

2 messages

John Detwiler <john@detweb.net> To: selectmen@natickma.org Mon, Jan 21, 2019 at 10:08 AM

Dear Sir/Madam

I am writing to you in support of the medical cannabis dispensary proposed for Mercer Rd. area in Natick. As a 27+ year resident of Natick, homeowner, parent of two Natick High School graduates, former Natick soccer club coach, I have participated in the Natick community on many levels. At work I have been a leader in my company (25 years) and the insurance industry (40 years). I am also a Parkinson's patient.

About 5 years ago, I had a clinical diagnosis of PD (Parkinson's disease). Parkinson's patients present with their own personalized version of a set of symptoms and problems. Parkinson's has no cure and in the long term is degenerative and marked by loss of function. It can be truly terrifying and depilating.

I have always been a self-starter and high performer at work. Since I have had PD, I have experienced reduced dexterity and loss of fine motor skills, causing difficulty with typing and other hands intensive computer work like maneuvering around spreadsheets, handling email, etc., all hallmarks of today modern offices.

I am retiring earlier than I ever thought I would this September so that can take advantage of what health and mobility my body has left. I can clearly see the day when I won't be able to drive. I can see the day when I am much more dependent than I am today, and I have things I want to still do.

About two years ago I applied for and acquired a Patient Card for Cannabis. With cannabis before bed time, sleep is sustained, and my endless nights are fewer. With sleep, the world looks much better and is more manageable. I wake up clear headed and can function. Stress, anxiety, and depression are reduced and kept in check. Also, I use less of the prescription sleeping medication that my doctor prescribes.

In 2017 I had surgery, an L4 L5 laminectomy to open space for my spinal cord and the for the sciatic nerves which exit the spinal column in this region. I spent just one night in the hospital and was sent home with a bottle and prescription for Oxycodone. I was very concerned about the effects and dangers of opioids. Because I am a medical marijuana patient, I was able to visit the dispensary in Brookline to get some cannabis chocolate to use instead of the opioids.

I experienced intense post-surgical pain and had to be driven by my wife 35 minutes to the dispensary in Brookline for cannabis to take instead of the opioids. The distance I had to travel was much more than an inconvenience, it was excruciating. My wife was not permitted to come in with me, as she did not have a caregiver's card. Having a dispensary nearby would have helped tremendously.

Town of Natick Mail - A note of support for the Medical Cannabis Dispensary in the Mercer Rd area

As with my mechanic, my financial advisor, my accountant, my physical therapist, etc., I have chosen to do business with local people and businesses. I want the relationships with local people and business where ever I can. I want to spend my time, resources, and money as close to home as I can. As a resident Natick, Parkinson's patient I support a medical marijuana dispensary discreetly placed as this one would be.

Thank you for your time on this issue and your commitment to the town of Natick.

With kind regards

John Detwiler

16 Circular Ave

Natick, MA 01760

Email: john@detweb.net

Cell: 508-728-4815

Amy Mistrot <amistrot@natickma.org> To: John Detwiler <john@detweb.net> Cc: Selectmen <selectmen@natickma.org> Mon, Jan 21, 2019 at 2:21 PM

Dear Mr. Detwiler,

Thank you for taking the time to share such a personal and moving perspective with the Board of Selectmen on the value to you of a medical marijuana facility in Natick. As an invested stakeholder, you are probably aware that we currently in the process of developing a Host Community Agreement and requested Letter of Non-Opposition as requested by Bountiful Farms, a medical marijuana applicant looking to locate on Mercer Road in Natick.

The Board heard from the President of Bountiful Farms, Jeff Barton, at our 12/17 meeting from which the Board requested that administration begin to develop a Host Community Agreement (HCA). The HCA is being reviewed by relevant staff and the Board so it is not ready for decision making yet, but we are also hearing quite a bit of feedback on the current, medical marijuana zoning from the adjacent business park. We are posted to review the possibility of changing the current, medical marijuana zoning at our meeting tomorrow night. I have no idea what the appetite of the Board is for possible rezoning, but your email is timely as we undertake that discussion. To confirm, the discussion is around the possibility to rezone medical marijuana but not to rule out medical marijuana in Natick. However, with all zoning by-law changes, Town Meeting would need to approve a proposed change, which would change the timeline for the current proposal from Bountiful Farms.

Again, thank you for sharing your story with us. You are undergoing a sustained health challenge and have made a strong case for the benefit of a local dispensary as you deal with those challenges before you.

Many thanks, Amy Mistrot - Chair Natick Board of Selectmen [Quoted text hidden]



HAROLD COHEN ASSOCIATES, INC. MANAGEMENT AND DEVELOPMENT

393 TOTTEN POND ROAD WALTHAM, MASSACHUSETTS 02154-2013

January 30, 2019

RE: Medical Marijuana Dispensary Proposed for Mercer Road

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

To the Board of Selectmen, Natick Massachusetts,

Although we were unable to attend the meeting held on January 22, 2019, I have spoken to many of the building owners in the park including Garry Holmes, Gary Kaufman, Raphael Nir, William Foley and watched the session. HC Atlantic Development continues to have concerns and reservations regarding a rush to approve the application for the medical marijuana dispensary proposed for 13 Mercer Rd.

We understand and appreciate the position taken by the applicant that they will not request to expand into recreational sales, but this position and any form of letter or "promise" will by nature of state laws and local statutes be open to challenges in the future. The state has only in the past 30 days transferred control of medical marijuana to the Massachusetts Cannabis Control Commission (CCC). They have taken no action to alter any of the regulations or controls and simply adopted the regulatory controls developed previously by the Massachusetts Department of Health. We feel that potential changes in the handling of medical marijuana will greatly weaken any voluntary commitment made by the applicant regarding adult use sales.

Furthermore, we question the available parking at this proposed site. When including security, staffing and customers, this small parking lot could underserve the unique use requirements of an RMD. Has a traffic and parking study been completed and discussed at a public forum? We respectfully feel such a study should be completed and reviewed carefully given this very new "use" of space at the proposed business park location.

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Lastly, we know that many Massachusetts towns' Host Community Agreements (HCA) were found to be incorrectly drafted and possibly not compliant or consistent with state laws. Given that this would be Natick's first HCA, we urge patience, fairness and visibility that can be provided through public forum and discussion. We hope that the board will defer approval (through non-opposition) until after additional public awareness and consideration by Natick residents and businesses concerning this very significant action.

Yours truly,

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David Cohen Pratt HC Atlantic Development LP

CC: BRUCE LEADER, HC ATLANTIC DEV. LP FREDRIC COHEN, HC ATLANTIC DEV. LP JAMIE ERRICKSON, TOWN OF NATICK



Mercer Rd - Proposed RMD

3 messages

David Cohen Pratt <David@sherwoodplaza.com> Reply-To: David@sherwoodplaza.com To: Selectmen@natickma.org Cc: Jamie Errickson <jerrickson@natickma.org>

Please see attached letter.

David Cohen Pratt HC Atlantic Development LP

Medical Marijuana Position 2019_01_29.pdf

Thu, Jan 31, 2019 at 12:51 PM

Wed, Jan 30, 2019 at 6:12 PM

Amy Mistrot <amistrot@natickma.org> Thu, Jar To: David@sherwoodplaza.com Cc: Selectmen <selectmen@natickma.org>, James Errickson <jerrickson@natickma.org>, Glen Glater <gglater.pb@natickma.org>

Hi David,

Thank you for your letter. All Board members are in receipt, and I am asking Trish to include your email in Novus Agenda for Monday when we are posted to both review the current version of the Host Community Agreement with Bountiful Farms and to Discuss and Take Action on Request for Letter of Non-Opposition. I think your perspective is important for all stakeholders to review. I do want to comment on a few key points you raised.

Relative to the potential, future convertibility of this location to a recreational marijuana facility, this is a major point of contention for this Board. The language assuring that Bountiful Farms could only operate as a medical marijuana facility would be included in the legally binding Host Community Agreement. There is no letter of assurance that would be acceptable. The intention of the Board was consistent and irrefutable on this point.

The concerns about parking would be addressed by the Planning Board if a Letter of Non-Opposition is approved by the Board. These specific concerns raised do not fall under Selectmen purview but would be addressed by the Planning Board through the Special Permit process. As such, abutters would be notified of the relevant Public Hearing, which would be the appropriate place for your feedback to be shared and reviewed by the applicable board. To that end, I have cc'ed Glen Glater, Planning Board Chair, to this email so that he has the benefit of your letter and to review your initial concerns.

To the last concern raised about the ability to engage effectively on the Host Community Agreement development, we have retained KP Law as Special Counsel to help with this process. As this is our first potential draft agreement, it is critical that we have excellent guidance and specific legal support to protect the Town's interests. Although initial agreements did apparently have some compliance issues, much has been learned along the way at the state-wide level that KP Law has learned from and incorporated into their practice to support their guidance to us on this iteration.

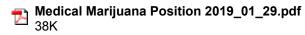
As described, the Board will be reviewing the Host Community Agreement on Monday. In looking at the agenda, I expect that discussion to happen around 8:15 if you want to join us. I would certainly recognize you to speak publicly if do choose to attend and want to engage on this issue directly.

Many thanks, Amy

[Quoted text hidden]

Amy Mistrot <amistrot@natickma.org> To: Patricia O'Neil <poneil@natickma.org>

Hi Trish, Can you please include David's letter and my response in Novus? Thanks, Amy [Quoted text hidden]



Thu, Jan 31, 2019 at 12:52 PM



Location Medical Marijuana

Email Correspondence - Garry Holmes, R.W. Holmes Realty and Jamie Errickson, CED Director

From: Garry Holmes <gholmes@rwholmes.com> Date: Thu, Jan 31, 2019 at 2:16 PM

Jamie, That certainly does sum it up.

In addition, even if the public is not aware of the use in the Park, the brokers will be required to disclose the dispensary to interested prospects.

Thanks, Garry

Garry Holmes, SIOR | President R.W. Holmes Realty Co., Inc. 321 Commonwealth Road, Suite 202 | Wayland, MA. 01778 Dir 508 651 9020 | Main 508 655 5626 | Fax 508 651 3415 gholmes@rwholmes.com | www.rwholmes.com

From: James Errickson [mailto:jerrickson@natickma.org] **Sent:** Thursday, January 31, 2019 12:18 PM

Garry,

After our conversation last week, I sent the note below to the Chair of the BOS. She is wondering if it is okay to include in the upcoming BOS meeting packet of information. Since this includes my take on our conversation, I wanted to get your review/take on this - last thing I want is for me to have misinterpreted something we talked about and have that be publicly broadcast.

Let me know your thoughts.

Jamie

From: James Errickson <jerrickson@natickma.org> Date: Fri, Jan 25, 2019 at 1:31 PM

Melissa/Amy,

I had a good conversation with Garry Holmes today regarding the proposed RMD on Mercer. He is going to take a pulse of the neighborhood folks to see if a meeting with me (or me and you - Amy) makes sense.

One point One point he did not make the other night at the BOS meeting was in regards to the continued perception of *any* "marijuana" facility that he is dealing with as a real estate broker. According to Garry, roughly half of his clients automatically choose to not locate in a given area (industrial/business park) due to the presence of a "marijuana" facility - any marijuana facility (cultivation, medical, recreational, etc).

For example, he's had clients that refused to locate in industrial parks in Holliston due to the location of a grow facility (with no customers, no signage, no outward appearance on building). Though he suspects that this will change over time as "marijuana" is normalized/accepted (could be 1 year, could be 10 years - unsure how long?), apparently it is still a major issue for about 50% of his clients. As such, one of his main concerns is more regarding the successful ability to market space within the Natick business park - not the potential impacts of such a facility on day to day operations/safety.

I have not completed any research to prove/disprove this, and I can't say that the approach the Town is currently taking with regards to RMD facilities should change - I'm still processing this myself. But Garry has always been honest and fair with his opinions, has been a great supporter of economic development in Natick, and is one of the folks in the Natick real estate world that I call on the most to seek guidance (I certainly respect and trust his opinion).

Food for thought....

-Jamie

--James Errickson Director - Community & Economic Development Town of Natick 508-647-6450 ITEM TITLE:Review and Take Action on Request for Letter of Non-Opposition from Bountiful
Farms, Registered Medical Marijuana Dispensary

ITEM SUMMARY:

ATTACHMENTS: Description

Letter of Non-Opposition

Upload Date 2/1/2019

Type Cover Memo Town of Natick Massachusetts 01760 Home of Champions



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

LETTER OF SUPPORT OR NON-OPPOSITION

The **Town of Natick Board of Selectmen** does hereby provide non-opposition to **Bountiful Farms Inc.** to operate a Registered Marijuana Dispensary ("RMD") in the **Town of Natick**. I/We have been authorized to provide this letter on behalf of the **Board of Selectmen** by a vote taken at a duly noticed meeting held on **February 4, 2019**.

The **Board of Selectmen** has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Town of Natick, Massachusetts

By: The Natick Board of Selectmen

Amy K. Mistrot, Chairman

Susan G. Salamoff, Vice Chairman

Michael J. Hickey, Jr., Clerk

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: _____

Board of Selectmen = 13 East Central Street = Natick, Massachusetts 01760 = Phone: (508) 647-6410 = Fax (508) 647-6401 Website: <u>www.natickma.gov</u> = Email: <u>selectmen@natickma.org</u> ITEM TITLE: Affordable Housing Trust Fund: Proposal to Develop Veterans' Housing on the Henry Wilson Site

ITEM SUMMARY:

ATTACHMENTS: Description

Memo-R. Johnson

Upload Date 2/1/2019

Type Cover Memo

Natick Affordable Housing Trust Fund

MEMO

Dt:	January 24, 2019 - DRAFT
To:	Board of Selectman, c/o Amy Mistrot, Chair
Cc:	Mary Wu
	Bill Verner
	Ted Fields
	Jamie Errickson
	Steven Evers
	Glenn Kramer
Re:	Veterans Housing
	Use of Henry Wilson Cobbler Shop site
	Corner of Mill and West Central Streets

Please consider this request for an agenda item at your February 4, 2019 meeting.

At the Trust's January 15, 2019 meeting, Bill Verner and Paul Graham presented their vision of using the surplus land at the Henry Wilson Cobbler Shop site for a veterans housing development. They see the historic site as being compatible with the veteran's housing, in that both embody a recognition of military service. Wilson, during the civil war, was a regiment commander, and later was the chairman of Senate military committees. Additionally, it was discussed that the added housing program would assist in making the historic site more connected to the fabric of the town. In terms of adjacencies to other amenities (shopping, medical services, transportation, recreation), the site ranked high on their selection criteria. The trust pledged to support their efforts in testing the feasibility of this concept.

There are many steps in the housing development process; this project is at a very early stage. A fundamental step toward site control is securing the general approval of the Board of Selectman that the proposed use is suitable for this town property. The trust recognizes, though discussion with Steven Evers, Chair of the Historical Commission, that the site has regulatory restrictions relating to the cobbler shop being on the National Register of Historic Places, and is also "protected" under Article 76 for site alterations. So the question to the Board is that if a specific design were determined to be compatible with the historic interests pertaining to the site, would it support the use of the parcel for veterans housing?

Mr. Verner has started research into restrictions that may run with the property, but was not able to locate any record of a registered deed. Glenn Kramer, an attorney on the Trust located the attached property card, and a plan for the Alteration of Mill Street, with a Taking recorded with that plan. The Trust voted to grant up to \$2000 for a title search. The second question to the Board is whether the Trust is allowed to fund a title search for what is believed to be Town property. We would like Town Counsel to advise on that point. Also, if the Trust is permitted to proceed, must the Trust retain Town Counsel for the title search or can the Trust hire counsel or a title company independently. Glenn Kramer, the attorney on the Trust, has recommendations for firms that specialize in this type of work.

Thank you for your consideration of these two questions.

Randy Johnson, Chair

Attachments

Aerial View USGS Map location Property Card Mill Street Taking Drawing of Taking

Natick Town Hall 13 East Central Street Natick, MA 01760



View of Cobbler Shop from Mill Street





Site Locus



NATICK

Situs : 181 WEST CENTRAL ST	Map ID: 40-0000072	Class: Vacant - Selectman/City Council	Card: 1 of 1	Printed: September 4, 2018
CURRENT OWNER	GENERAL INFORMATION		A CONTRACTOR	
NATICK INHAB OF THE TOWN 13 EAST CENTRAL ST NATICK MA 01760	Living Units Neighborhood 205 Alternate Id 45109 Vol / Pg /00000 District Zoning RG Class COMMERCIAL			
Propert	ty Notes			
HENRY WILSON MEMORIAL SHOP				
04510901.JPG		40-00000072 11/18/2017	Contraction Contract	

			Land Information				Assessment Information							
Туре		Size	Influence Factors	Influence %	Value		Prior	Appraised	Cost	Income	Marl			
Primary	AC	1.0000			356,540	Land	422,000	438,200	438,200	438,200				
Undeveloped	AC	1.2500			81,680	Building	5,700	5,900	5,900	-407,200				
						Total	427,700	444,100	444,100	31,000				
Tatal Association 0.05							COST APPROA	Ba	Override Reason ase Date of Value ive Date of Value					
Total Acres: 2.25 Spot:			Location: 2	RESIDENTIAL 2		Gross Building:								

		Entrance Information				Permit Information	
Date	ID	Entry Code	Source	Date Issued	Number	Price Purpose	% Complete

		5	Sales/Ownership History	
Transfer Date	Price Type	Validity	Deed Reference Deed Type	Grantee

tyler COMMERCIAL PROPERTY RECORD CARD 2019

NATICK

CII 410131071				
Situs : 181 WEST CENTRAL ST	Parcel Id: 40-00000072	Class: Vacant - Selectman/City Council	Card: 1 of 1	Printed: September 4, 2018
Building Information		Building Other Features		
Year Built/Eff Year 1880 / Line	Type +/- Meas1 Me	eas2 # Stops Ident Units Line Type	+/- Meas1	Meas2 # Stops Ident Units
Building # 1 Structure Type Retail Single Occup				

Identical Units	1
Total Units	1
Grade	D-
# Covered Parking	
# Uncovered Parking	
DBĂ	

Interior/Exterior Information														
ine	Level From -	To Int Fin	Area	Perim	Use Type	Wall Height	Ext Walls	Construction	Partitions	Heating	Cooling	Plumbing	Physical	Functiona
1	01 01	100	204	58	Retail Store	9	Frame	Wood Frame/Joist/B	None	None	None	None	2	2

		Interior/Exterior Valuation De	etail							Outbuildin	ng Data				
Line	e Area Use Type	% Good	% Complete	Use Value/RCNLD	Line	Туре	Yr	Blt	Meas1	Meas2	Qty	Area	Grade	Phy Fun	Value
1	204 Retail Store	30		5,900											

er	COMMERCIAL PROPERTY RECORD CARD	2019	
V1.S1011			

Parcel Id: 40-00000072

NATICK

Card: 1 of 1

Printed: September 4, 2018

	17	7	ID Code Description Area
			ID Code Description Area A VEC MISC VECTOR 204 B 034 RETAIL STORE 204*
12	A 1	2	
	17		
	17		

Class: Vacant - Selectman/City Council

Addtional Property Photos

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clt div

Situs : 181 WEST CENTRAL ST



t division	WEST CENTRAL ST		Dere	el Id: 40-00	000070				ant Calacter	on/City Cor	noil	Card: 1	of 1	Printer	l: September	4 2018
Situs : 181	WEST CENTRAL ST		Parc	ei 1a: 40-00	000072			ass: vac	ant - Selectm	an/City Col	Incli					4, 2010
Income Detail (Includes all Buildings on Parcel)																
	Inc Model Mod Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Vac Model	Vac Adj	Additional Income		Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	No Operatin Incom
03 S	001 General Retail Model	0	204	15.00		3,060	7.5		0	2,831	15			425	425	2,40

		Ар	artment D	etail - Bui	ilding 1 of 1			Building Cost Detail - Building	1 of 1
Line	Use Type	Per Bldg	Beds	Baths	Units	Rent	Income		
								Total Gross Building Area	204
								Replace, Cost New Less Depr Percent Complete Number of Identical Units Economic Condition Factor Final Building Value	5,900 100 1 5,900
								Value per SF	28.92

Notes - Building 1 of 1	Income Summary (Includes all Building on Parcel)		
	Total Net Income Capitalization Rate Sub total	2,406 0.077500 31,045	
	Residual Land Value Final Income Value	31,045	
	Total Gross Rent Area Total Gross Building Area	204 204	

C.C. 4754

1)13.20

Commonwealth of Massachusetts.

MIDDLEBEX, 88.

At a meeting of the County Commissioners for the County of Middlesex, holden at **Lovell**, within and for said County, on the first Tuesday of **September**, in the year of our Lord one thousand nine hundred and **Sixty-six**

The Selectmen of the Town of Matick,

in said County, by their petition to said Commissioners — among other matters — pray! for the alteration to the overhead bridge on Mill Street, Matick, which carries said street over the tracks of the New York Central Railroad; also the approaches thereto,

as will more fully appear, reference being had to the petition filed of record in the case. The petition was presented to the County Commissioners at their meeting holden at **Cambridge**, within and for said County, on the first Tuesday of **Jernary** A.D. 19 **64**, when and where notice was ordered given to all persons and corporations interested therein of the time and place when and where said. Commissioners would y meet for the purpose of viewing the premises and hearing the parties as by their order of notice on file and of record will more fully appear.

And after due proceedings, said Commissioners directed

specific repairs on a portion of Mill Street as shown by return of January 21, 1966; and thence said petition has been continued to this time.

And now the said Commissioners make <u>Surther</u> return of their proceedings in the premises, as follows: said Commissioners having given notice as the law directs, met at <u>Superior Court Nouse</u> in said <u>Combridge</u>, on the <u>twenty-second</u> day of <u>November</u>, in the year nineteen hundred and <u>sixty-six</u> when and where the parties appeared, to wit, the petitioner by <u>Town of Matter</u>, <u>Million A</u> <u>Sounds</u>, <u>Netick Dept of Public</u> matther sounders of Public Works for the petitioner by <u>Town of Matter</u>, <u>Million A</u> <u>Sounds</u>, <u>Netick Dept of Public</u> <u>Robert 5</u>, <u>Marten</u>, <u>Million A</u> <u>Sounds</u>, <u>Netick Dept of Public</u> <u>Marter</u>, <u>Million A</u> <u>Sounds</u>, <u>Netick Dept of Public</u>

parties

The premises having been examined, and the parties fully heard, said Commissioners

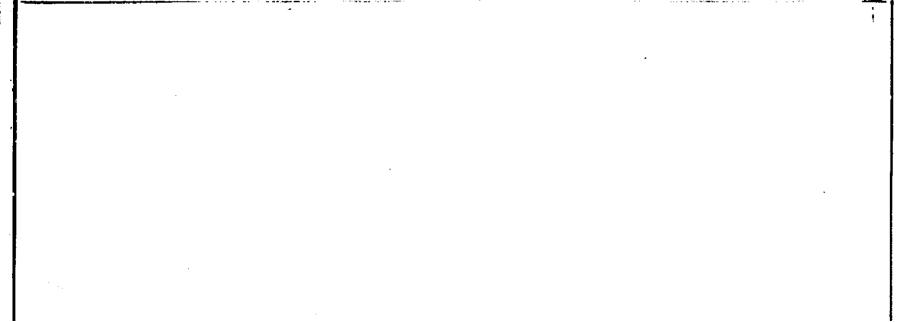


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proceeded to relocate a portion of Mill Street in the manner following, to wit:

The westerly line of said way as hereby altered begins at a point in the present westerly line of Mill Street in a course bearing 5.11°18'08"E., 355.48 feet in length, as laid out by the County Commissioners in 1963, suid point being located 355.43 feet, measured southeasterly along said course, bearing 5.11°18'08"X., 355.48 feet in length, from its worthwesterly end; thence the westerly line as hereby altered proceeds on a course bearing 3.15"49'18"X., 590.66 feet to a point; thence 3.86"59'41"W., 56.41 feet to a point; thence 3.15"49'18"E., passing in part over the location of the New York Central Railroad, 110.00 feet to a point; thence N.86*59'41"E., 56.41 feet to a point; thence 8.15*49'18"E., 279.31 feet to a point; thence on a curve of 30.14 feet radius. and having a delta angle of 104 "19 40", bearing to the right 54.88 feet to the point of ending in the present northerly line of West Central Street in a course bearing 5.80°30'E., as laid out by the Massachusetts Highway Commission as a State Highway in 1903, said course being N.88"30'22"IL. for the purpose of this alteration; said point of ending being 139.75 feet distant, measured northeasterly from a drill hole in ledge at the southwesterly end of said course bearing N.88°30'22"X., all as shown by the plan to which reference is hereinafter made.

The easterly line of said way as hereby altered begins at a point in the present easterly line of Mill Street at the southeasterly end of a course bearing 3.11°18'08"E., 353.40 feet in length, as laid out by the County Commissioners in 1963; thence the



easterly line as hereby altered proceeds on a continuation of the aforedescribed course bearing 3.11*18:08"X., 0.05 feet to a point making the total length of said course bearing S.11*18'08"E., 353.45 feet; thence 5.15*49'18"E., 255.20 feet to a point; thence on a surve of 39.68 fest radius and having a delta angle of 90°15'06", bearing to the left 62.50 feet to a point in the present northerly line of Westfield Road at the westerly end of a curve of a 131.21 feet radius as laid out by the Town of Matick in 1952; thence tholesstarly line as hereby altered begins again at a point in a stone bound drill hole in the present southerly line of Westfield Road at the westerly end of a curve of 85.21 feet radius as laid out by the Town of Matick in 1952 - said point being located " the 3.11'52'59"E., 45.18 feat from the end of the surve of 39.68 feat radius, 62.50 feet in length on the northerly side of said Westfield Road; thence the easterly line as hereby altered proceeds on a curve of 38.39 feet radius, and having a delta angle of 87*33'12", bearing to the left 58.66 feet to a point; thence 8.15%49'18"E., 221.74 feat to a point; thence N.85*59*41"E., being in part the northerly line of the New York Central Railroad location, 66.66 feet to a point in said reilroad location line; thence 3.15*49*18"E., passing over part of the New York Central Railroad location, 110.00 feet to a point; thence 8.86*59'41"W., 66.66 feet to a point, thence 5.15"49'18"E., 295.93 feet to a point, thence on a curve of 30.36 feet radius and having a delta angle of 75*40*20", bearing to the left 40.10 feet to the point of ending in the present ... northerly line of West Central Street in anoourse bearing 5.80"30"K., as laid out by the Massachusetts Highway Commission as a State Highway in 1903 - said course being N.88"30"22"K., for the purpose

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of this alteration; said point of ending being also 114.00 feet, measured northeasterly along said course bearing N.88°30'22"E., from the point of ending of the aforedescribed Westerly line; all'as shown by the plan to which reference is hereinafter made.

The easterly line as herein described in general is 50 feet easterly from and parallel to the aforedescribed Westerly line; all as shown by the said plan to which reference is hereinafter made.

The above courses are reakoned from the true movidian, and the description is intended to conform to a plan of said way on file in the office of said Commissioners, dated 1966, on which the above described lines are shown in red, and to which reference may be made for a more particular description of the lines as above altered, and of the areas of land hereinafter ordered taken as easements for highway purposes, for sloping purposes, and as granted for public use.

For the purpose of this alteration, areas of land are hereby taken as easements for highway purposes from the following named parties, to the amount set against their respective names, vist

" On the westerly side of said way, from:"

ISLAST NOT E	Lakewood, Inc. Reg. Land Cert. No. 113281		· 9 . 700		Feets
Parcel No. 5	Book 696 Page 131 Town of Natick	about	3,100	square	Teecl
	Trustee for Collins Norse Estate	•	5,700	adnere.	feet:

On the easterly side of said way, from:

Parcel No. 1 Thomas J. And Mabel M. Cameron " 50 square feet; Parcel No. 3 Kanneth G. and Dorothy E. Barry" 10 square feet; Parcel No. 6 David Milne Willard, Jr. 100 square feet;

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From within the location of the New York Central Railroad, from: Parcel No. 4 New York Central Railroad Company " 14,000 square feet;

Trees are also taken.

Walls and fences which may lie within the limits of the way as above altered shall be removed wand, with the consent of the owner thereof, may be erected at the new lines of said way.

The said way as hereby altered over the tracks of the said New York Central Railroad shall cross the said railroad location by means of an overhead bridge, designated as Bridge No. N-3-11, which shall be of stoel stringer composite and concrete slab construction supported by the existing masonry abutments and concrete additions thereto, with a sidewalk on the easterly side of said bridge; the wearing surface of said bridge shall be 2½ inches Class I bituminous concrete pavement Type I-1 over membrane waterproofing, all in accordance with a plan designed by the Department of Public Works of the Commonwealth of Massachusetts, entitled:

> SMETCH PLAN PROPOSEL SUPERSTRUCTURE NATICK MILL STREET OVER B. & A. R. R. AUGUST 1966

And, whereas said Commissioners also find it necessary to protect the land of the aforedescribed alteration of the bridge and approaches by having the surface of certain adjoining lands slope from the boundaries of the aforedescribed alteration; now, therefore, said Commissioners do hereby order taken for such sloping purposes, essements in certain lands adjoining the aforedescribed alteration of said way in the manner following, to wit:

The wrsterly line of said permanent slope easement begins at a

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BK11266 PG143



BK 1266 PG 144

point in the westerly line of Mill Street, as hereby sltered, in a course bearing 3.15*49'18"H., 590.66 feet in length - said point being located 343.72 feet distant measured northwesterly along said course bearing S.15"49'18"E., 590.66 feet in length from its southeasterly end; thence the westerly line of said permanent slope easement proceeds on a course bearing S.7"38'33"E., 336.25 feet to a point of ending in the westerly line of Mill Street, as hereby altered in a course bearing 3.86*59'41"W., 56.41 feet in length - said point of ending being located 49.06 feet distant measured southwesterly along said course bearing 3.86*59:41"W., 55.41 feet in length from its northeasterly end; thence beginning again, the westerly line of said permanent slope essement begins at a point in the westerly line of Mill Street as hereby altered, in a course bearing N.85°59*41"E., 56.41 feet in length; said point being located 50.83 feet distant, measured southwesterly along said course bearing N.86*59*41"E., 55.41 feet in length from its northeasterly end; thence the westerly line of said permanent slope essement proceeds on a course bearing 5.26°34+47"z., 265.54 feet to the point of ending in the westerly line of Mill Street, as hereby altered, in a course bearing 3.15"49"18"E., 279.31 feet in length - said point of ending being located 249.60 feet, measured southeasterly along said course bearing 5.15°49'18"E., 279.31 feet in length from its northwesterly end; all as shown on the aforementioned plan to which reference is hereinbefore made.

The easterly line of said permanent slope easement begins at a point in the easterly line of Mill Street as hereby altered, in a curve of 38.39 feet radius, 58.66 feet in length - said point being located 23.50 feet, measured northeasterly along said curve of 38.39 feet radius, from its southerly end; thence the easterly line of said permanent slope easement proceeds on a course bearing 3.33*33*59"E.,



7.

69.00 feet to a point; thence 5.24 °09 55 "R., 192.87 feet to a point of ending in the easterly line of Mill Street, as hereby altered, in a course bearing N.85°59'41"E., 66.65 feet in length; said point of enting being located 57.42 feet distant measured northeasterly along said course bearing N.86°59'41"E., 66.66 feet in length from its southwesterly end; thence, beginning again, the easterly line of said permanent slope easement begins at a point in the easterly line of Mill Street, as hereby altered, in a course bearing 5.36*59'41"W., 66.66 feet in length - said point being located 47.50 feet distant measured northeasterly along said course bearing 3.85°59'41"W., 66.66 feet in length from its southwosterly end; thence the easterly line of said permanent slope essement proceeds on a course bearing S.2°52'08"E., 104.02 foet to a point; thence S.10°06'40"E., 50.25 feet to a point; thence 5.32°32'41"W., 24.08 feet to the point of ending in the easterly line of Mill Street, as hereby altered, in a course bearing 3.15°49'18"E., 295.93 feet in length - said point of ending being located 177.91 feet measured southeasterly along said o course bearing 3.15*49'18"Z., 295.93 feet in length from its northwesterly end; all as shown on the aforementioned plan to which reference is hereinbefore made.

The following is a list of parties from whom areas of land are hereby taken as easements for sloping purposes as aforedescribed, together with the percel numbers and areas of land thus taken.

On the westerly side of said way, from: Parcel No. 5-1 Lakewood, Inc. Reg. Land Cert. No. 113281

Book 696 Page 131

8,200 square fect;

Parcel No. 5-5 Town of Natick Trustee for Collins Morse Estate " 6,400 square feet;

On the easterly side of said way, from:

Parcel No. 5-3 Raymond J. and Mary Claire " 2,760 square :	
	[eot;
LaPointe 2,760 square 2 Parcel No. 3-4 New York Central Railroad Company 1,200 square 2 Parcel No. 3-6 David Milne Willard, Jr. 2,000 square 2	feet; feet:

And, whereas the Commonwealth of Massachusetts, acting through its Metropolitan District Commission, has granted to the County of Middlesex permission to deposit, bank and slope filling material on two percess of land shown as Parcels 5-1 and 5-2 on a plan entitled:

> PLAN OF LAND ON HILL STREETY MATICK SHOWING RASEMENTS TO BE GRANTED TO THE COUMTY OF MIDDLESMX BY THE CONDINIMALTH OF MASSACHUSETTS METROPOLITAN DISTRICT CONDISSION October, 1966 Scale: 1,"-20"

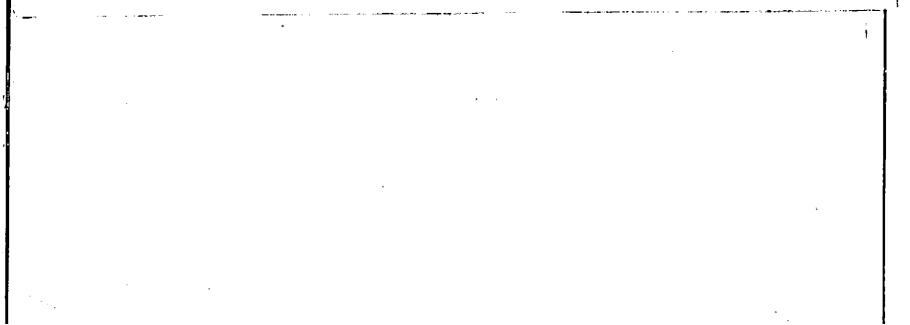
Also, permission to use for highway purposes Parcel 1 as shown on said plan; in all of which parcels the Metropolitan District Commission has a permanent easement for the Framingham Trunk Interceptor; all as appears of record in the Middlesex South District Registry of Dreds, Book 11261, Page 32%, and Plan Number 1438 of 1966.

And, the said Commissioners, having considered the question of damages sustained by the owners of the land over which said highway is thus altered, estimate and award said damages as follows:

On the westerly side of said way:

Parcel No.	2	Reg. Land Cert. No. 113281	•	100.00
,		Book 696. Page 131	• •	100.00

On the easterly side of said way: Parcel No. 6 David Milne Willard, Jr. \$ 70.00



1. 1. 1.

From within the location of the New York Central Railroads Parcel No. 4 New York Central Railroad Company \$ 90.00

And further, the said Commissioners, having considered the question of damages for the lands herein ordered taken, award no damages on account of the following:

On the westerly side of said way: Parcel No. 5 Town of Matick Trustee For Collins Morse Estate

On the easterly side of said way:

Parcel No. 1 Thomas J. and Mabel MulCameron" Parcel No. 3 Kenneth G. and Dorothy E. Barry

And, the said Commissioners, having considered the question of damages sustained by the owners of land taken as essements for sloping purposes as sforodescribed, estimate and sward said damages as follows:

On the westerly side of said ways

Parcel No. 5-1 Lakewood, Inc. Heg. Land Cert. No. 113281 Book 696 Page 131

\$1,600.00

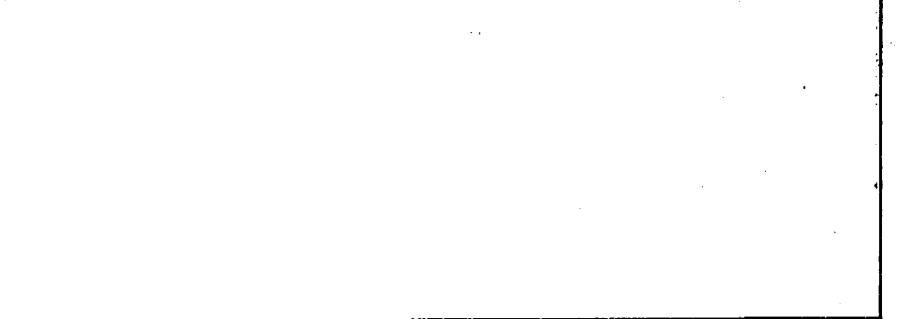
On the easterly side of said ways Percel No. S-2 Robert L. and Rose Mary Dean Parcel No. S-3 Raymond J. and Mary Claire LaFointe Parcel No. S-4 New York Central Railroad Company Parcel No. S-6 David Milne Willard, Jr. 700.00

And further, the said Commissioners, having considered the question of damages for the lands herein ordered taken as essents for sloping purposes, sward no damages on account of the following:

On the westerly side of said way:

Parcel No. 8-5 Town of Natick Trustee For Collins Morse Estate

The said Town of Matick shall pay the above damages, costs and expenses which any party may by legal process obtain in consequence of this order of relocation; and all of the above damages, together



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with all other such damages, costs, and expenses, are assessed upon the said Town of Matick.

Suitable monuments shall be set to mark the above described lines of said way.

And, on or before the thirty-first day of December, 1967, said Commissioners shall proceed to render said way safe and convenient for public travel.

The highway as thus relocated is declared a public highway.

IN WITHESS WHEREOF, we, the said County Commissioners, have bereunto set our hands this minth day of December in the year of our Lord one thousand nine hundred and sixty-six.

Frederick J. Connore

John F. Devens Jr.

John L. Danehy

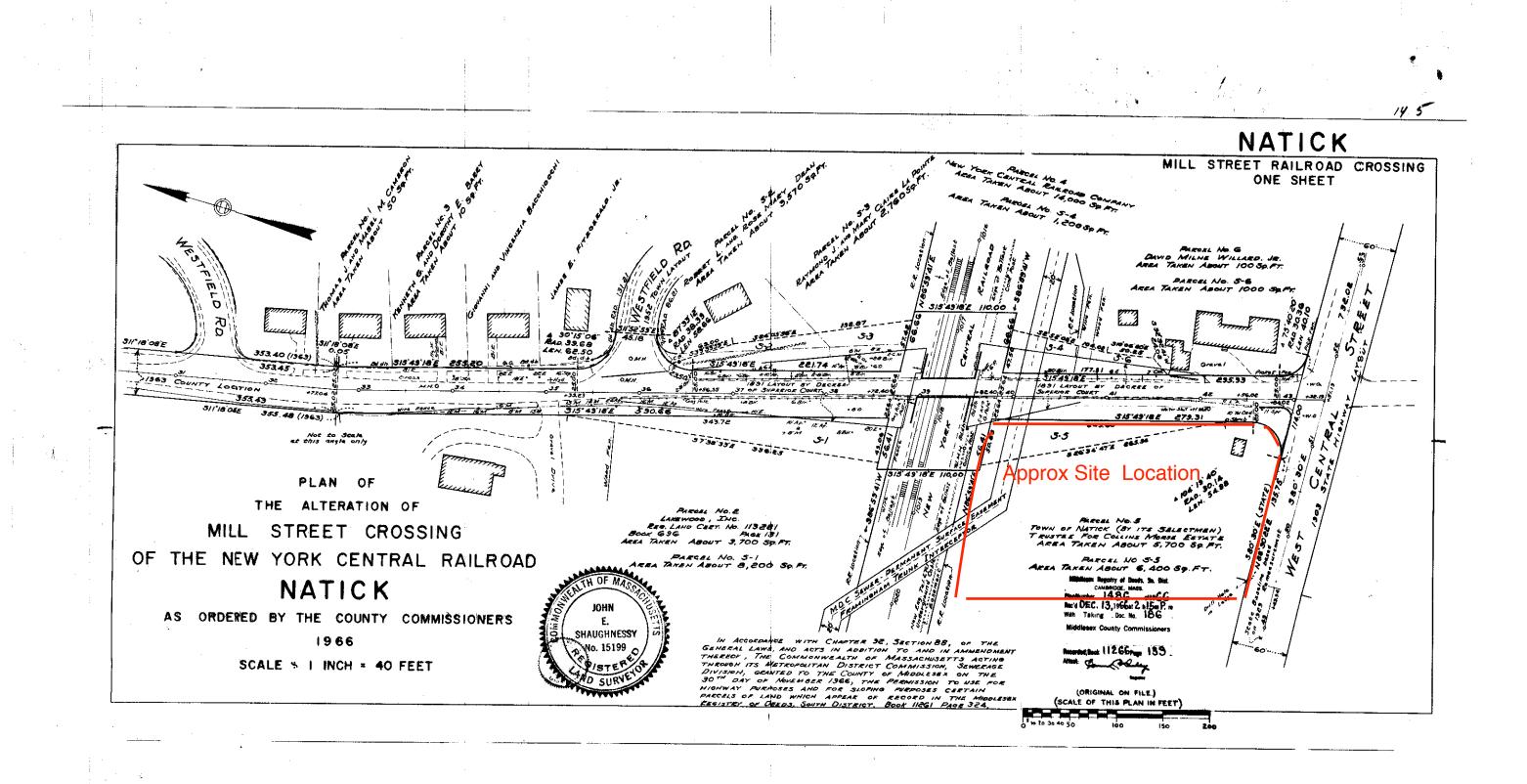
A true copy, Attacts

etter) Hullin

Assistant Clork

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3.872



ITEM TITLE: 2019 Spring Annual Town Meeting: Review BOS-Sponsored Warrant Articles

ITEM SUMMARY: a. Fox Hill Drive Betterment

- b. Town Counsel By-Law Changec. Means-Tested Senior Property Tax Exemption
- d. Miscellaneous

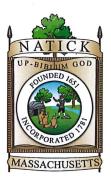
ATTACHMENTS:		
Description	Upload Date	Туре
Fox Hill Drive Draft Article	1/31/2019	Cover Memo
Fox Hill Memo-J. Marsette	1/29/2019	Cover Memo
Fox Hill Resident Cover Letter & Neighborhood Petition	1/29/2019	Cover Memo
Means-Tested Senior Tax Exemption-J. Ostroff	2/4/2019	Cover Memo
Sudbury's Means-Tested Senior Tax Exemption	1/31/2019	Cover Memo
Means-Tested Senior Tax Exemption-Suggested Warrant Article Language-J. Ostroff	2/4/2019	Cover Memo
Means-Tested Senior Tax Exemption-Study Committee-Suggested Warrant Article Language-M. Malone	2/4/2019	Cover Memo
Town Counsel Article	2/1/2019	Cover Memo

ARTILCE XX

(Board of Selectmen)

To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide a sum of money for the construction of a Town sewer system to service the area of Fox Hill Drive; to determine whether this appropriation shall be raised by borrowing or otherwise; such work to be performed and betterments to be assessed in accordance with applicable Massachusetts law and the Town of Natick By-Laws, Article 71; and to authorize the Board of Selectmen to acquire by purchase, eminent domain or otherwise, easements for utility purposes to permit the installation of Town sewer pipe and a sewer pump station for Fox Hill Drive, and service connections from said sewer pipe, and to allow the repair and maintenance thereof; or otherwise to act thereon.

TOWN OF NATICK MASSACHUSETTS



TO: Amy Mistrot, Chair Board of Selectmen Melissa Malone, Town Administrator

FROM: Jeremy Marsette, P.E. Director of Public Works

DATE: January 17, 2019

SUBJECT: FOX HILL DRIVE SANITARY SEWER EXTENSION - BETTERMENT

Fox Hill Drive has been included in the Town's Five-Year Roadway Improvement Plan for a number of years. Fox Hill Drive currently has a public water main, which has been scheduled for replacement and has capital funding appropriated. However, there is no public sewer along most of the roadway. Twenty-three homes have private septic systems; many are the original systems built with the homes.

With the anticipated roadway work, residents inquired about the feasibility of extending public sewer to the neighborhood by betterment (fourteen residents submitted a signed petition requesting the study, copy of petition attached). The 2017 Fall Town Meeting appropriated funding for a sewer extension study. The study was completed by Haley and Ward in the Spring of 2018. A public meeting was held with the neighborhood to present the findings on May 30, 2018 (attendance sign-in attached). From comments received at and following the meeting refinements have been made to the alternatives initially prepared.

A letter dated January 2, 2019 and including a petition signed by thirteen homeowners was received by the Board of Selectmen and Department of Public Works. The petition requests the extension of public sewer funded by a betterment, to include twenty-three properties on Fox Hill Drive. The requested sewer extension is further detailed in a letter dated October 23, 2018 by Haley and Ward, Inc. The letters and petition are attached.

Sewer Assessments (betterments) are governed by Massachusetts General Law and Town Bylaw 71 -Sewer Assessments. Betterment and capital appropriations require approval by Town Meeting, following the submission to the Board of Selectmen a petition signed by at least a simple majority of the owners of properties bettered. In this case, if approved, all properties would be assessed the same betterment cost. Our engineering consultant has estimated the total project to cost \$1,131,900. Town Bylaw requires 25% of the cost paid by Town (through the Water/Sewer Enterprise Fund) and 75% of the cost assessed as betterments to abutting properties. Therefore, the twenty-three properties would all be assessed a betterment charge of approximately \$36,900. The final betterment is assessed at the

> DEPARTMENT OF PUBLIC WORKS • 75 WEST STREET • NATICK, MASSACHUSETTS 01760 TEL. 508-647-6550 • FAX. 508-647-6560•WWW.NATICKMA.GOV

Fox Hill Drive Sewer Betterment January 17, 2019

completion of the project (but is capped at the appropriation made at Town Meeting, therefore the final betterment is likely a little less).

After final completion of the project, the Board of Selectmen sign a Certification of Betterment Assessment and work with the Town Assessor and Treasurer. The Certification of Betterment is recorded against the properties at the Registry of Deeds. The Betterment is paid back to the Town and may be financed up to 20 years, paid all at once, or the balance paid at the sale of property.

Draft Town Meeting Warrant Article Language

"To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide a sum of money for the construction of a Town sewer system to service the area of Fox Hill Drive; to determine whether this appropriation shall be raised by borrowing or otherwise; such work to be performed and betterments to be assessed in accordance with applicable Massachusetts law and the Town of Natick By-Laws, Article 71; and to authorize the Board of Selectmen to acquire by purchase, eminent domain or otherwise, easements for utility purposes to permit the installation of Town sewer pipe and a sewer pump station for Fox Hill Drive, and service connections from said sewer pipe, and to allow the repair and maintenance thereof; or otherwise act thereon."

> DEPARTMENT OF PUBLIC WORKS • 75 WEST STREET • NATICK, MASSACHUSETTS 01760 TEL. 508-647-6550 • FAX. 508-647-6560 • WWW.NATICKMA.GOV



	By signing this document, I agree to move forward with t	he request	with the request to the town to conduct the feasibility study for sewer to be added to Fox Hill Drive.
	Printed Name	House #	Signature
	Amy + leter treshima~	39	amy Mun
2	Here Bran	24	TOLETU ZYANA
m	00 CMark BOISVERT	20	March a series
4	David Kahn	1	Sand We C
S	15	45	
9	Zhiwer Zheing	18	The all
7	loe Posentein	28	
∞	I Kara Bettioner + LRBTIAN BALKEN	19	Zail Bethere
б	Part rick + Jeg atter Lyney	SI.	Den de 0
10	Anthur Babayoun	h	MARE ,
11	Ĺ	33	Betring Was
12	Michael (23	Win and by the
13	н	27	Bulling
14	EMILY + DANIA_ MAILOLA	1 %	1) aniel Mongola.
15		2	
16			*
17			
18			
19			
20			

Fox Hill Server Meeting 5-30-18 Haley and War) celdridge chilyword Teamskrip@gmail.com 31 Fox Hill Gree Eldrige John Skrip beipingz@gmail.com 33 For Hill Beiping Zhao wreptyle35@hotmail.com 21 11 11 Steve Ma HENRY CEMACH +ANK \$6526 YAMOD COM 35" 11 dkahn@dlawton.com 17 Dahe Kahn 26 MARSHYN GALLANT Martin gallato gmal.com 26 Petrialynn PJZ ynch & comast. Net 15 Mark Boisvert Marke baisvert Ogmail.com 22 16 Shiwei Zhang ZZWYXh@Yahos.com rachelleren Qvo/1201-net 25 Rachelle Reg brene i eec. osy 25 Williamaa 28 Heve Kosenstein rosey 13@MSh. COM Kavabettigele@hotMail.com 19 Menderichn @gmail.com 23 have Bethaole Pener Bender Cohn Anny FRESHMAN 39 freshmananyagman Doboral Wirtz dituck @ gnail. 27 fourchomagnel.con. 37 Plat FOURCADE Noriah. birnbaunfalgner I.cn 37 1 brizh Bimbanne Kin Knadton Kintravisparleyognail 13

Michael D Cohn 23 Fox Hill Drive, Natick, MA (617)680-4476 natickmike@gmail.com

January 2, 2019

Ms. Amy Mistrot Chair, Natick Board of Selectmen 13 E. Central Street, Natick, MA 01760

DELIVERED VIA EMAIL

Dear Ms. Amy Mistrot,

I am writing to you regarding an opportunity to initiate a Betterment project to bring town sewer services to our neighborhood on Fox Hill Drive. For over a year we have collaborated with Jeremy Marsette, Director, Department Of Public Works, Facilities, Procurement & Sustainability to evaluate engineering and project proposals. For the past 3 months we have held numerous neighborhood meetings to discuss all aspect of the engineering proposal and project.

I am honored to confirm that we have signatures from 13 of the 23 homeowners that would be covered under the Betterment project as evidenced by the attached signed Petition. We believe and wish to confirm this is sufficient to request that the Fox Hill Drive Betterment Project be included on the soonest Board of Selectmen meeting agenda. We look forward to hearing from the Committee and/or J. Marsette on the next steps and timing.

Sincerely,

Michael D. Cohn

Michael D. Cohn

Attachment

CC: J. Marsette	D Kahn
J White	P Lynch
M Malone	M Fourcade
P O'Neil	D Tuck
	A Freshman

ATTACHMENT

Fox Hill Drive, Natick, MA Sewer Option Signed Petition

The petition below is in accordance with Town of Natick requirements for 51% of the twenty-three (23) single family residential dwellings presently connected to onsite septic systems to op in to the town proposal as summarized by the October 23, 2018 engineering estimate prepared by Haley and Ward, Inc., and provided under separate cover. The per dwelling cost is \$36, 910.

By evidence of our signatures below, we have received and read the report by Haley and Ward and as evidence by my signature and vote, indicate our vote on the proposal.

Row #	House #	Owner Name	Email & Voice #	Signature	Date	Yes	No
1	9	Natalia Prudovsky & Alender Kuzovov	nataliskuzovova@gmail.com 781-799-8870				
2	13	Kim Knowlton	kimtravisbailey@gmail.com				
3	14	Art Babayan	aifostra@gmail.com	Agg:	01/07/18	/	<u>*</u>
4	15	Pat & Jenny Lynch	patrickjlynch@comcast.net	AS	1/4/18	1	
5	16	Stan Zhiwei Zhang	zzwyxh@yahoo.com	that 1	0/31/18	/	
6	17	Dave Kahn	dkahn@dlawton.com	David Kahn	10/31/18	/	
7	18	Daniel Mazzola	beef.mazzola@gmail.com				
8	19	Kristian Bakken & Kara Bettigole	karabettigole@hotmail.com; kbakken@partners.org				
9	20	Harry					
10	21	Laura & Steve Ma	artemīs_lc@hotmail.com	Altera	12/8/18	V	
11	22	Mark & Leslie Boisvert	markeboisvert@gmail.com; portnoylj@gmail.com	Mall	10/31/1	V	1
12	23	Michael Cohn Renee Berder-Cohn	natickmike@gmail.com; rbendercohn@gmail.com 617-680-4476	Mutallite	10/31/18	V	-
13	24	Jeff & Arlene Bram	jbram@rcn.com			-	

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Row	House	Owner Name	Email & Voice #	Signature	Date	Yes	No
14	25	Bill & Rochelle Rea	bill_rea@verizon.net				
15	26	Marilyn Gallant	marilyn.gallant@gmail.com				
16	27	Debbie & Brian Wirtz	djtuck@gmall;com; briwirtz@gmall.com	Dage	19/31/18	1	
17	28	Jae & Steve Rosenstein	jaet13@hotmail.com				
18	30	Charlie Mariano	c_mariano.6t@dfgh.net				
19	31	John & Julie Skrip	jskrip3@gmail.com	B	12/19/18	1	
20	33	Beiping Zhao	beipingz@gmail.com	Beiping those	12/15/200	V	
21	35	Henry Cemach		Henry Comple	1/07/	a V	
22	37	Mathieu Fourcade & Moriah Birnbaum	fourcadm@gmail.com; moriahbirnbaum@gmail.com	ands	11/19/18	V	
23	39	Peter & Amy Freshman	pfreshma@yahoo.com; freshmanamy@gmail.com	AnyPA un	12/13/11	~	

Haley and Ward, Inc.

Civil and Environmental Engineers

October 23, 2018

Via Hand Delivery & Email

Mr. Jeremy Marsette, Director Natick Department of Public Works 75 West Street Natick, MA 01760

Re: Foxhill Sewer Option 4 Cost Estimate

Dear Mr. Comeau,

We were contracted to conduct a preliminary design and cost estimate for the potential Fox Hill Sewer project, located in the upper end of Fox Hill Drive. The project scope was to prepare a cost estimate for the installation of a gravity sewer to service twenty-three (23) single family residential dwellings that are presently connected to onsite septic systems.

We provided a letter dated February 2, 2018 with a series of three options for providing sewer service to the 23 properties. The per lot betterment was very high for a straight town owned pump station serving all properties. Therefore 2 other options were summarized in that letter with lower per lot betterments. There were several meetings with the residents with a request to analyze a fourth option that we will summarize in this letter.

Option 4 overall project cost estimate is \$1.132 million dollars. In accordance with the Natick Betterment By-Law, 75% Fox Hill property share is \$849,000 with an estimated maximum betterment for each of the twenty-three (23) properties is \$36,910.

The project scope summary is as follows.

- 1. Installation of approximately 1,870 linear feet of 8-inch diameter gravity sewer main.
- 2. Installation of 6-inch dimeter gravity service pipes to each of the 23 existing houses (no grinder pumps will be required). Sewer services will extend from the sewer main connection to the roadway layout line (property line).
- 3. At this time, approximately 15 lots will be serviced by the sewer pump station.
- 4. Installation of wastewater pump station and associated electrical and site work.
- 5. Installation of approximately 415 linear feet of sewer forcemain.
- 6. Power company estimated cost to install three phase electric power to proposed pump station.
- 7. Trench paving and loam and seed repairs.

Mr. Marsette October 23, 2018 Page 2 of 2

The preliminary design identified the requirement of a small wastewater pump station, in order to provide gravity services to some property. The estimated construction cost for the pump includes an approximate cost for the power company to install three phase electric power to the neighborhood to power the pump station. The estimate is based on a wetwell mounted prefabricated pump station, as utilized by Natick on other projects.

The cost estimate assume construction occurring in calendar years 2019/2020. Sewer trench paving costs is included under this project, but full road-width resurfacing will be completed under a separate Town water replacement project funding.

We thank you for the opportunity to work with you on this preliminary design project. If you have any question, please feel free to contact our office. We are available to meet and discuss this letter and potential schedule.

Very truly yours,

HALEY AND WARD, INC.

Gregory Eldridge, P.E. Vice President

Cc: Anthony Comeau William McDowell

J:\Natick\453 Fox Hill sewer design\letters\453-002 foxhill sewer option 4 summary letter.doc

Haley and Ward, Inc.

Michael D Cohn 23 Fox Hill Drive, Natick, MA (617)680-4476 natickmike@gmail.com

January 2, 2019

Ms. Amy Mistrot Chair, Natick Board of Selectmen 13 E. Central Street, Natick, MA 01760

DELIVERED VIA EMAIL

Dear Ms. Amy Mistrot,

I am writing to you regarding an opportunity to initiate a Betterment project to bring town sewer services to our neighborhood on Fox Hill Drive. For over a year we have collaborated with Jeremy Marsette, Director, Department Of Public Works, Facilities, Procurement & Sustainability to evaluate engineering and project proposals. For the past 3 months we have held numerous neighborhood meetings to discuss all aspect of the engineering proposal and project.

I am honored to confirm that we have signatures from 13 of the 23 homeowners that would be covered under the Betterment project as evidenced by the attached signed Petition. We believe and wish to confirm this is sufficient to request that the Fox Hill Drive Betterment Project be included on the soonest Board of Selectmen meeting agenda. We look forward to hearing from the Committee and/or J. Marsette on the next steps and timing.

Sincerely,

Michael D. Cohn

Michael D. Cohn

Attachment

CC: J. Marsette	D Kahn
J White	P Lynch
M Malone	M Fourcade
P O'Neil	D Tuck
	A Freshman

Fox Hill Drive, Natick, MA Sewer Option Signed Petition

The petition below is in accordance with Town of Natick requirements for 51% of the twenty-three (23) single family residential dwellings presently connected to onsite septic systems to op-in to the town proposal as summarized by the October 23, 2018 engineering estimate prepared by Haley and Ward, Inc., and provided under separate cover. The per dwelling cost is \$36, 910.

By evidence of our signatures below, we have received and read the report by Haley and Ward and as evidence by my signature and vote, indicate our vote on the proposal.

Row #	House #	Owner Name	Email & Voice #	Signature	Date	Yes	No
1	9	Natalia Prudovsky & Alender Kuzovov	nataliskuzovova@gmail.com 781-799-8870				
2	13	Kim Knowlton	kimtravisbailey@gmail.com				
3	14	Art Babayan	aifostra@gmail.com	Ales	01/07/18	/	,
4	15	Pat & Jenny Lynch	patrickjlynch@comcast.net	AS	11/4/16	1	
5	16	Stan Zhiwei Zhang	zzwyxh@yahoo.com	that	10/31/18	~	
6	17	Dave Kahn	dkahn@dlawton.com	David Jahn	10/31/18	~	
7	18	Daniel Mazzola	beef.mazzola@gmail.com				
8	19	Kristian Bakken & Kara Bettigole	karabettigole@hotmail.com; kbakken@partners.org				
9	20	Harry					
10	21	Laura & Steve Ma	artemis_lc@hotmail.com	Altera	12/8/18	V	
11	22	Mark & Leslie Boisvert	markeboisvert@gmail.com; portnoylj@gmail.com	Malto	10/31/0	v	-
12	23	Michael Cohn Renee Berder-Cohn	natickmike@gmail.com; rbendercohn@gmail.com 617-680-4476	Mutallit	10/31/18	V	
13	24	Jeff & Arlene Bram	jbram@rcn.com		1 1 2 1 2		

Row #	House #	Owner Name	Email & Voice #	Signature	Date	Yes	No
14	25	Bill & Rochelle Rea	bill_rea@verizon.net				
15	26	Marilyn Gallant	marilyn.gallant@gmail.com				
16	27	Debbie & Brian Wirtz	djtuck@gmail;com; briwirtz@gmail.com	Dopen	19/3/18	1	
17	28	Jae & Steve Rosenstein	jaet13@hotmail.com				
18	30	Charlie Mariano	c_mariano.6t@dfgh.net				
19	31	John & Julie Skrip	jskrip3@gmail.com	B	12/19/10	1	
20	33	Beiping Zhao	beipingz@gmail.com	Beiping those	12/19/200		
21	35	Henry Cemach		Hen a Come to	1/07/1	V	~
22	37	Mathieu Fourcade & Moriah Birnbaum	fourcadm@gmail.com; moriahbirnbaum@gmail.com	ands	11/19/18	V	
23	39	Peter & Amy Freshman	pfreshma@yahoo.com; freshmanamy@gmail.com	preyParun	12/13/18	/	



Means-tested senior property tax exemption - enabling vs. special legislation

15 messages

Joshua Ostroff <joshua@ostroff.net> To: Selectmen <selectmen@natickma.org>

Wed, Jan 30, 2019 at 5:57 PM

For consideration under Town Meeting Warrant Articles on February 4

Honorable Members of the Board,

At your November 13, 2018 Tax Classification Hearing, I made reference to a means-tested senior tax exemption, which an increasing number of communities are adopting through special legislation (i.e., home rule petitions). The premise is to lower the property taxes of seniors who meet certain income, residency and eligibility requirements, such that the annual tax is capped at 10% of annual income. Many communities have received authorization to grant these exemption, including Andover, Concord, Reading, Harvard, Sudbury, Hamilton, Hopkinton and others. Chelmsford has just had a bill filed.

In the last legislative session, a bill that would have made this a local option (that is, it needs only to be accepted by Town Meeting) almost passed, but only made it as far as a House committee at the end of the calendar year, having been amended in the Senate during a rush to finish up. This year, other such bills have been filed, Senate Docket 765, filed by Senator Lewis, and SD2127 by Senator Cyr (co-sponsors will be known in a couple of days). Docket numbers are placeholders until bills are assigned numbers.

If Natick were to pursue this tool, we can wait and see if SD765 or SD 2127 become law, or file a home rule petition, modeled (for example) on Hopkinton. See Chapter 234 of the Acts of 2018). My sense is that a general law will be enacted, but a home rule petition will happen more quickly. Our delegation can provide advice if the Board so desires.

I am personally supportive of this approach, because it will preserve living options for a number of Natick seniors, although it should be noted that the exempted taxes are then re-distributed to all other property taxpayers (a modest sum in the context of our taxes). I further think that it should be filed by the Board, or on your behalf; I am not planning to file a citizen's petition as tis is really a policy decision that should be driven by the Board.

I provide this information as follow up to my testimony last year. This is not a perfect solution, but it would help address the impact of our increased property tax burden on some off our most vulnerable taxpayers. And given the increasing popularity of this legislation, there is a lot of experience on which Natick can draw.

Thanks for your consideration,

Josh Ostroff

Amy Mistrot <amistrot@natickma.org> To: Joshua Ostroff <joshua@ostroff.net> Cc: Selectmen <selectmen@natickma.org> Thu, Jan 31, 2019 at 8:13 AM

Hi Josh, Thanks for bringing this to our attention. I have a few questions.

Are there standard metrics for income, residency and eligibility requirements or are these set by each community?

Are you aware of any previous conversations in Natick about this idea? Particularly with the assessors office? Just wondering how prepared they would be for us to bring this up now to discuss on Monday.

Thanks, Amy [Quoted text hidden] To: Amy Mistrot <amistrot@natickma.org> Cc: Selectmen <selectmen@natickma.org>

Amy,

Thanks for asking - good questions!

In the past, I have spoken to leaders in other communities who have implemented this, and they are well qualified to provide information which I will request. Maureen Valente was Town Manager in Sudbury when they pioneered this (she has since moved on) but there are other people with expertise, and Boards and others in those communities have asked these questions too.

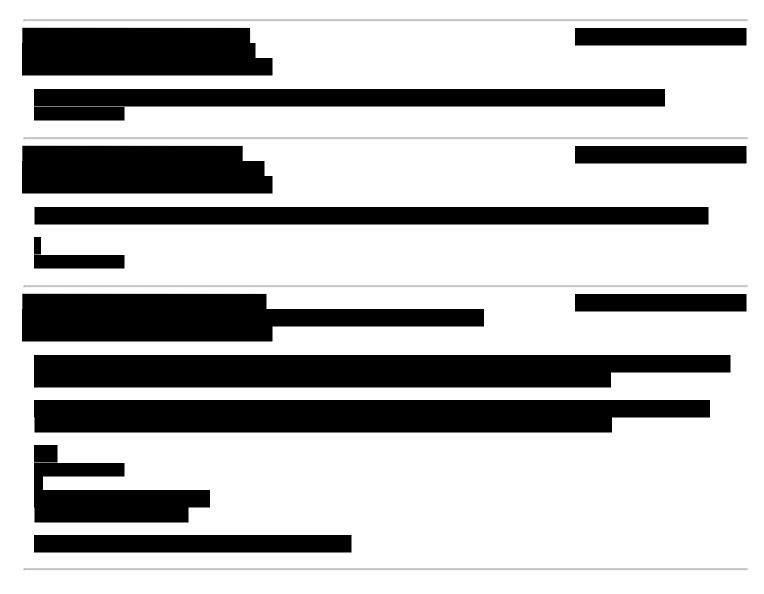
The criteria typically involve residency (e.g. 10+ years), age of the homeowner, and income qualifications for other tax exemption programs. Participation rates vary, of course. But I'll pull something together.

In Natick, we have discussed this a few times while I was on the Board. It did not proceed based on staff recommendation. The Town Administrator (Martha) and Director of Assessing (Jan) identified the staff burden, and the availability of other programs to residents (Natick provides pretty much every exemption available). However, as you know, taxes have increased significantly.

Jan may be agreeable to discuss this. Certainly the Board should hear from staff.

Back to you soon,

Josh [Quoted text hidden]



February 12, 2014

To: Maureen Valente, Town Manager

- From: David L. Levington Ralph S. Tyler
- Cc: Board of Selectmen Board of Assessors Council on Aging Finance Committee Representative Thomas Conroy

SUDBURY'S MEANS TESTED SENIOR TAX EXEMPTION

PROGRESS REPORT

FEBRUARY 2014

Sudbury's new Senior Tax Exemption program was approved by the town and by the Commonwealth based on certain assurances put forth by the proponents. Now that it has been enacted and put into place, we can see how the actual results of the pilot program compare to the projections.

Background

Property taxes as a burden to Senior Citizens

In the United States, where education is funded primarily through local property taxes, senior citizens often feel they are unfairly burdened. Having paid high taxes for years as their children were educated, they feel they have "done their part" and are ready for some relief.

Many states agree with this, and provide relief in a variety of ways, but the Massachusetts Constitution makes schooling a responsibility of the cities and towns, and this has made it impossible to offer seniors a lower tax rate. There is also a point of view that seniors shouldn't get a lower rate, as all children are educated by all taxpayers. Taxes (in general) are progressive, so everyone should pay in according to his/her means, not according to age.

Massachusetts' "Circuit-Breaker"

In 1999, the Commonwealth addressed this issue by adopting a new procedure (Chapter 62, section 6k) known as the Circuit-Breaker. It doesn't change tax rates, but provides a cash credit to any taxpayer who is 65 or older and meets certain tests of means (income, house value). The credit would be the amount necessary to reduce the property tax burden to 10% of income, but with a maximum credit (currently about \$1,000).

The Circuit-Breaker has been very successful, and currently it is helping about 85,000 Massachusetts seniors; however in some towns it still leaves folks with a significant burden.

Sudbury (and other affluent suburbs) still had a problem

The limit makes the Circuit-Breaker only partially successful in Sudbury, where the average property tax burden is \$11,544 (18.03 x \$640,277). A senior with income of \$60,000 and a tax bill of \$8,000, for example, would still pay over 10% of income after receiving the \$1,000 credit. This is the 'problem" Sudbury has been trying to address.

The Current Program

The current program aims to reduce the tax burden of the targeted seniors to 10% of income, after they have qualified for the Circuit-Breaker credit.

Article 2, "A means tested Senior Exemption"

This program is the last of a series going back almost ten years in Sudbury, attempting to address this 'problem'. A variety of ideas were proposed, but none became law. Most were turned down by Sudbury Town Meeting, and one was approved by Town Meeting but rejected by the General Court. This program is adapted from one introduced in Hamilton Massachusetts, and it addressed two major weaknesses of the previous proposals, namely <u>unknown costs</u>, and <u>unknown number of recipients</u>. Sudbury Town Meeting has an understandable

reticence to approve plans when it isn't completely clear how much the plan will cost, and exactly who will benefit.

1. Fixed Costs

The plan proposes to raise each taxpayer's property taxes by an amount not to exceed 1% (no more than ½% in the first year). This was shown by example to be modest; for instance a \$6,000 tax bill became no more than \$6,030 in the first year and \$6,060 in ensuring years.

In order to guarantee this limit, the proposal includes a mechanism to prorate the benefits, if they would otherwise exceed the ½% or 1%.

2. Targeted Recipients

Data was presented from the US Census and the Massachusetts Department of Revenue showing both the size of the Senior Population (there were 1243 families in Sudbury In which one or more members collected Social Security), and the number experiencing very high property tax burdens (about 200 filing for the Circuit-Breaker, and about 100 who meet the financial requirements to defer their property taxes). This was important. It made it clear to voters that the plan was not to raise taxes on young voters to help all seniors; rather it raises taxes on almost everyone to help 200-300 overburdened seniors.

Town Approval

Once they understood that they were helping a limited number of seniors, and that their costs were fixed and affordable, the voters in Sudbury voted to approve the program. The Town Meeting vote was almost unanimous, and later, after the legislature approved and Governor signed it, the voters at the polls approved the program by a wide margin.

The Burden Shift

The plan put forward is a "Burden Shift"; i.e., all taxpayers accept a small increased burden, to relieve a small number of taxpayers of a major burden. A major advantage of this approach is that it avoids having the program compete with other town priorities, such as school expenses. The burden shift occurs outside of the budget process; it takes place during the process by which Selectmen determine property tax rates of the various classes of property.

The application process

Seniors fill out a form so the Assessors can determine eligibility. Requirements include:

Age 65 or older Ten consecutive years in Sudbury Home value no higher than town average plus 10% Income under the Circuit-Breaker limits, (\$77,000 married, \$51,000 single), and <u>Property taxes after receiving the Circuit-Breaker credit</u> still exceeds 10% of income.

The form also included questions to assure the applicant did not have undeclared assets which would put him/her outside the group the program was intended to address.

"Seamless Implementation"

The proponents cheerfully and optimistically described a trouble-free implementation process, although that was far from guaranteed. The program is unlike any other existing in the Commonwealth, and it promised a challenging task for the town staff responsible for putting it in place.

Good things happened while the bill was being considered in Boston. The Committee on Revenue recommended certain changes which the Town rejected, and as a result our Representative, Thomas Conroy, asked that all the town "factions" get together and agree on a final version.

That took place. Town administrators and the proponents met extensively, moderated by local leaders, and developed, reviewed and modified the set of procedures needed to make the process work. Mr. Conroy took the revisions to the Committee on Revenue, and had the bill amended. The bill that the Governor signed was one which all parties had approved.

First Year Results

PARTICIPATION

This year about 240 Sudbury seniors qualified for the Circuit-Breaker, but despite wide publicity only 124 applied for this new program.

It is likely that participation will increase in the second and third year. Eligibility is similar to the "Circuit Breaker", where participation has increased steadily over the years as more seniors become aware of the opportunity.

<u>COSTS</u>

The act limited the "burden shift" to 0.5% of the residential levy for the first year, and to 1.0% thereafter. The actual cost (rate shift) for the first year was 0.4%.

This totaled \$289,200, and is the amount added to the residential tax rate. This resulted in a rate of \$18.03, and would have been about \$17.96 without the shift. The added property tax for the average homeowner worked out to be about \$45 (on an assessed value of \$632,187). Higher or lower valued homes paid more or less proportionately. It seems likely that with increased participation the target of 1% in years two and three will be about right.

RECIPIENTS

.Although the applications are confidential, the Assessors have been able to provide valuable information about the recipients as a group.

TAX REDUCTION

The 118 seniors received property tax reductions ranging from under \$1,000 to over \$5,000; the median reduction was about \$2,500.

Assessed property taxes were reduced:

\$1,000 or less	24
\$1,001 to \$2,000	23
\$2,001 to \$3,000	26
\$3,001 to \$4,000	28
\$4,001 to \$5,000	9
\$5,000 to \$6,100	8

ELIGIBILITY

An analysis of the applications showed that those who received the benefits were clearly part of the target audience. They not only qualified for the Circuit-Breaker, but were on the high end in age and years in Sudbury, and on the low end in income and home value.

Age: The median age was 80+ years.

The range was from 66 to 95, as follows:

Age 65-6911Age 70-7427Age 74-7920Age 80 or over60

RESIDENCE: The median years lived in Sudbury was 30+ years!

10-20 years	28
20-30 years	18
More than 30 years	72

Income: The median qualifying income was \$37,200.

Incomes under \$25,000	21
Incomes \$25,000-29,999	17
Incomes \$30,000-39,999	24
Incomes \$40,000-49,999	25
Incomes \$50,000-59,999	10
Incomes \$60,000 or over	21

HOME VALUES: The median assessed value was \$417,300.

Assessed value under	\$400,000	50
Assessed value \$401,0	00-500,000	43
Assessed value \$501,0	00-600,000	17
Assessed value \$600,0	00-685,100	8

The experience of a senior with \$40,000 income was something like this:

Property tax at normal rates: \$18.03 x \$417,300 = \$7,524 Circuit-Breaker credit 1,000 Tax reduction from this program 2,500 Property tax paid after credit and tax reduction \$4,000

Seamless implementation

To their great credit, the professional staffs in the Assessing and Finance Departments made the optimistic promises of the proponents come true.

From applications through rate-setting, this new program was introduced and administered smoothly and in a trouble-free manner. The law included a provision enabling the town to delay implementation if there was a problem establishing a tax-rate, but this did not occur.

Looking to the Future

This is a progress report, presented so that all those interested in this new program can keep up with its implementation, its problems, and its successes. We will continue to study the results of this first year, both to keep the town aware, and to find ways to make the second and third years more successful.

Appendix to Progress Report on Sudbury's Means Tested Senior Tax Exemption Program: Implementation Information Prepared by Sudbury's Finance Department

February 24, 2014

Implementation of Chapter 169 of the Acts of 2012

Sudbury Means Tested Senior Citizen Property Tax Exemption: SMTE Program

FY4 July 1, 2013 – June 30, 2014

In the months leading up to the application period many control and test measures were already in development or underway:

- Eligibility criteria was clearly defined and identified.
- A user friendly application and guideline was developed and approved by the Board of Assessors.
- Questions from the senior population and others were addressed.
- A workable process presumed to fit in with current tax rate setting procedures was in development.
- A database was created incorporating all necessary fields of applicant statistics.
- A mechanism to apply the new exemption to tax bills was underway.
- Outreach to the Department of Revenue was initiated. It was quickly realized that the State would not be approving or reviewing the new application and guideline.

The established deadline for FY14 applications was August 29, 2013. The ensuing actions from the deadline all contributed to successful implementation of the SMTE Program for 2014.

- August 29, 2013: Assessors received applications including 2012 MA Income Tax Schedule CB and 1st two pages of 2012 Federal 1040.
- September 10, 2013: Assessors entered items for each applicant into a database (Note: Chapter 169 of the Acts of 2012 provides the definition of qualifying income as circuit breaker income).
- September 26, 2013: Formal notification letter to all divisions of the Department of Revenue; including Division of Local Services, Municipal Law, Bureau of Accounts regarding the SMTE program.
- October 9, 2013: Assessors concluded the application review process; resulting in 118 approvals, 2 disqualifications and 4 denials.
- November 8, 2013: Finance Director finalized creating new exemption code and process for entering exemption into MUNIS system.
- November 8, 2013: Budget Analyst finalized revisions to the Senior Exemption Calculation Workbook.
- November 20, 2013: Assessors received approval of assessed values for all Sudbury properties as of January 1, 2013.
- November 20, 2013: Import of FY 2014 assessed values to Senior Exemption Calculation Workbook.
- November 22, 2013: It was determined that the 1st year collective cap of .5% of residential levy for exemption relief conferred under this Special Act would likely be sufficient to allow for the target tax liability of 10% of qualifying income & amount of prior year CB benefit for those qualifying applicants.
- November 22, 2013: Final preparation of Classification Hearing Materials

- November 26, 2013: Classification Hearing Held- No Res Exemption No Small Commercial Residential Factor of .974606 resulting in res rate: \$18.03 CIP: \$24.94, tax rates based on Sudbury's SMTE Program. The same factor w/o SMTE Program would result in res rate of \$17.96 and CIP \$24.94.
- December 2, 2013: Approval of tax rates by the Commissioner of Revenue Residential Rate: \$18.03 CIP: \$24.94.
- December 11, 2013: SMTE benefit posted to tax bills.
- December 16, 2013: Chapter 59 Sec. 5 exemption requests received to date in addition to Community Preservation Surcharge, Senior Community Service, and Senior Tax Deferrals processed.
- December 27, 2013: Tax Bills printed and mailed.

The technical steps regarding the recap process and tax bill representation may be available as a separate document.

Area of Responsibility	Date	Program Phase	FY Activity	Notes
		Secial Act Approval		
Citizen Petition	Jan-11	Special Town Meeting	FY11	here and the second second
Board of Selectmen Feb-11		Special Act (Sudbury Means Tested Senior Exemption) submission to State Legislature	2	S. Sime Street
State Representative		Sudbury Senior Tax Relief Community Meeting		
Thomas Conroy & House Chairman of Joint		discussing the potential for advancing the bill		
Committee on Reveune Jay Kaufman	Mar-12	submitted by the Town of Sudbury		the second second
State Representative Thomas Conroy & Senators Eldridge & Fargo	Mar-12	Sudbury Act moved out of committee \rightarrow House Means and Ways \rightarrow Bill H.3435		
	81 2 C	Meeting/Finance Dept staff to address differences in Sudbury's original		
Board of Selectmen, Town Manager	29-Mar-12	petition to the state and the resulting H.3435.		
Board of Selectmen, Town Manager	3-Apr-12	Vote to establish H.3435 Review Committee		
		Develop H.3435 into		ALCONTRACT THE
H.3435 Review Committee	1	enabling lisgislaion to allow for	FY12	
& Finance Dept Staff	Apr-12	successful implementation	1.1.1.1	Sector Sector Sector
		Re-work H.3435		
H.3435 Review Committee		to match the intent of the original Act	1	
& Finance Dept Staff	Apr-12	as Voted at Town Meeting		
H.3435 Review Committee			101220	LANGING TO THE PARTY
& Finance Dept Staff, Board of Selectmen, Town		H.3435 Review Committee		
Manager	1-May-12	Report to Board of Selectmen		
	10 10 10 20 20 20 20 20 20 20 20 20 20 20 20 20	Suggested changes to the Act		
Town Manager	2-May-12	submitted to Representative Conroy	Children and States	A DOT STATE
		Upshot of H.3435 = Chapter 169		
State Legislature & Governor Patrick	27-Jul-12	of the Acts of 2012 (SMTE)		
				DOR will not review or approve any home- rule petition applications. It is up to the local Assessors' to develop
Assessing Chaff				a workable application.
Assessing Staff	The second second second second	Begin outreach to DOR/DLS Legal Staff	FY13	
Board of Assessors		Formalize Eligibility Criteria		
Board of Assessors	February - Jur	Develop and Approve Guideline & Application	1.6.1.1.1.1.1	
Budget Analyst/Finance Director	??	Exemption Calculation Database		

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Area of Responsibility	Date	Program Phase	FY Activity	Notes
Assessing Staff	February - Ju	n Establish valuation parameters for eligibility		
Board of Assesssors	Jun-13	Application and Guidelines Approved FY 2014 Mailing of approved apps and guidelines		FY13 average SFR (101) Value plus 10% \$685,148
Assessing Staff	29-Jun	(to those having requested app materials)	A Same	120 apps
Assessing Staff	July 1 - Augus	Apts. with applicants to assist with application st filings, and answer questions and concerns.		sat with over 50% of applicants spoke with or messaged others
Assessing Staff	23-Jul-13	Program Presentation at Sudbury Senior Center		Over 75 attendees
Assessing Staff	Jul-13	Met with Senior Tax Advisors on the subject of tax deferrer eligibility		
Board of Assessors	29-Aug-13	Deadline for application submission		124 aps. Received
Assessing Staff	10-Sep-13	Applicant data entered into a spreadsheet for BOA review Formal Notification letter to Bureau of Accounts,		2 were incomplete or non qualifying due to technical issues (immediately notified)
Assessing Staff	26-Sep-13	Bureau of Municipal Law Finance, and Division of Local Services		
Board of Assessors	9-Oct-13	Application review process concluded		4 denied
Finance Director	8-Nov-13	Tax Billing system updated to accept new Program		and the second second
Budget Analyst	8-Nov-13	Revisions to Senior Exemption Calculation workbook finalized		
Department of Revenue Division of Local Services	20-Nov-13	Approval of FY14 Interim Assessed Values		
Assessing Staff & Budget Analyst	22-Nov-13	Estmate FY14 SMTE Program benefit & Cost	FY14	10% qualifying Income plus 2012 Circuit Breaker benefit =target tax liability for 118 recipients
		FY14 Classification Hearing Materials completed including		Contrast of the second
Budget Analyst	22-Nov-13	an addendum describing the SMTE program		

Area of Responsibility	Date	Program Phase	FY Activity	Notes
				No Res Exemption No Small Commercial Residential Factor of .974606 resulting in res rate: \$18.03 CIP: \$24.94
Board of Selectmen	26-Nov-13	Classification Hearing		
Commissioner of Revenue	2-Dec-13	Tax Rates Approved		\$18.03: \$24.94
Finance Director	11-Dec-13	SMTExemptions posted to tax bills		
Assessing Staff	16-Dec-13	Chapter 59 statutory exemptions, Community Preservation Surcharge, Senior Community Service, Senior Tax Deferrals processed.		
Treasurer/Collector	27-Dec-13	Tax Bills prepared and issued		
		N.		

Home Rule Petition Means Tested Senior Tax Exemption

Move to petition the General Court to enact legislation in substantially the following form, provided that the General Court may reasonably vary the form and substance of the requested legislation within the scope of the general public objectives of this petition.

"SECTION 1. With respect to each qualifying parcel of real property classified as class one, residential in the town of Natick there shall be an exemption from the property tax in an amount to be set annually by the board of selectmen as provided in section 3. The exemption shall be applied to the domicile of the taxpayer only. For the purposes of this act, "parcel" shall be a unit of real property as defined by the board of assessors under the deed for the property and shall include a condominium unit. The exemption provided for herein shall be in addition to any and all other exemptions allowed by the General Laws.

SECTION 2. Real property shall qualify for the exemption under section 1 if all of the following criteria are met:

- a) The qualifying real property is owned and occupied by a person who qualified and received the circuit breaker income tax credit the previous year under section 6(k) of chapter 62 of the General Laws;
- b) The qualifying real property is owned by a single applicant age 65 or older at the close of the previous year or jointly by persons either of whom is age 65 or above at the close of the previous year and if the joint applicant is 60 years of age or older;
- c) The qualifying real property is owned and occupied by the applicant or joint applicants as their domicile;
- d) The applicant or at least 1 of the joint applicants has been domiciled and owned a home in the town of Natick for at least the 10 consecutive years preceding the filing of an application for the exemption;
- e) The maximum prior year assessed value of the domicile is no greater than the prior year's maximum assessed value for qualification for the circuit breaker income tax credit under said section 6(k) as adjusted annually by the department of revenue; and
- f) The board of assessors has approved the application.

SECTION 3. The board of selectmen shall annually set the exemption amount provided for in section 1, provided that the amount of the exemption shall be up to a 100% match, and no less than a 50% match, of the amount of the circuit breaker income tax credit under section 6(k) of chapter 62 of the General Laws for which the applicant received in the previous year. The total amount exempted by this act shall be allocated proportionally within the tax levy on all residential taxpayers.

SECTION 4. A person who seeks to qualify for the exemption under section 1 shall, before the deadline established by the board of assessors, file an application, on a form to be adopted by the board of assessors, with the supporting documentation of the filed income tax return of the applicant showing the circuit breaker tax credit. The application shall be filed each year for which

the applicant seeks the exemption.

SECTION 5. No exemption shall be granted under this act until the department of revenue certifies a residential tax rate for the applicable tax year where the total exemption amount is raised by a burden shift within the residential tax levy.

SECTION 6. The exemption provided in this act shall expire after 3 years of implementation, which shall begin in fiscal year 2020; provided, however, that the town of Natick may reauthorize the exemption for additional 3-year intervals by a vote of the legislative body of the town.

SECTION 7. This act shall take effect upon its passage."

Or otherwise act thereon.

Warrant Article

Move to establish a study committee appointed by the Board of Selectmen, to address, research, study, analyze and make a recommendation regarding a "Means Tested Senior Tax Exemption" to the Board of Selectmen.

ARTICLE XX Amend By-Law Article 22: Town Counsel (Board of Selectmen)

To see if the Town will vote to amend Article 22 of the Town of Natick By-Laws as follows:

- 1. Section 2: Relationship
 - a. Delete the words "Town Counsel shall be an independent contractor and shall not be an employee of the Town"
 - b. Add the words "Town Counsel may be an independent contractor or Town Employee"
- 2. Section 5.c
 - a. Add the words "Community Services Director, Facilities Management Director" after the words "The following shall have the right to request of Town Counsel advice concerning their duties: members of the Board of Selectmen, Town Clerk, Superintendent of Schools, Building Commissioner,"

ITEM TITLE: Director of Community & Economic Development: North Main Street Update ITEM SUMMARY:

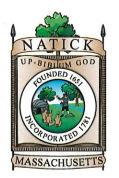
ITEM TITLE: Town Engineer:

ITEM SUMMARY: a. Washington Ave Roadway Reconstruction Update

b. Complete Streets Tier 3 Improvements Update-Newfield Drive and West St/Campus St

c. South Main Street Reconstruction Update

ATTACHMENTS:		
Description	Upload Date	Туре
Washington Ave Update-B. McDowell	1/31/2019	Cover Memo
Washington Ave Concept-Graphic	1/31/2019	Cover Memo
Complete Streets Tier 3 Update-West & Campus Streets & Newfield Drive-B. McDowell	1/31/2019	Cover Memo
Complete Streets Tier 3 Update-West Street Concept-Pavement Markings	1/31/2019	Cover Memo
Complete Streets Tier 3 Update-Newfield Drive Lighting-Graphic	1/31/2019	Cover Memo
South Main Street Reconstruction Update-B. McDowell	1/31/2019	Cover Memo



TOWN OF NATICK MASSACHUSETTS

JEREMY T. MARSETTE, P.E. DIRECTOR

WILLIAM E. MCDOWELL, P.E TOWN ENGINEER

MEMORANDUM

To: Board of Selectmen From: Bill McDowell, Town Engineer MC Re: Washington Avenue Reconstruction – Status Update Date: January 31, 2019

The Town's design consultant, Environmental Partners, Inc., have completed items 1 and 2 of their design contract which entailed topographic and utility survey and associated wetland flagging and location on-site and have produced three typical roadway sections for the project. The Engineering Division received the preliminary plan on January 21st.

The preliminary design has been included as a PDF with this memo for the Board's review. At this time, The Engineering Division has not yet met with the consultant to provide review comments on the submitted materials.

The Washington Avenue layout width varies from West Central Street to North Main Street. The typical roadway sections accommodate the variation from 33 feet to 40 feet wide primarily by varying the space between the white painted sideline and the curbing, and by varying the width of the area behind the back edge of sidewalk. A consistent roadway section, with minimal lane variation and a consistent roadway appearance for motorists improves traffic management through the neighborhood.

The plan shows continuous sidewalks along both sides of the roadway including in front of Navy Yard Park which currently does not have a sidewalk. Crossing locations and appropriate traffic control measures will be determined and finalized as design progresses.

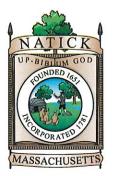
Preliminary design also included closed circuit video inspection of the existing drainage pipes. That work is currently scheduled for the 2nd week in February. Environmental Partners will review the existing conditions of the drainage system and incorporate any required improvements in their preliminary design. It is anticipated that they will have plans and sections prepared for public review in early – mid March.

DEPARTMENT OF PUBLIC WORKS • 75 WEST STREET • NATICK, MASSACHUSETTS 01760 TEL. 508-647-6550 • FAX. 508-647-6560 • WWW.NATICKMA.GOV





01-21-2019



TOWN OF NATICK MASSACHUSETTS

JEREMY T. MARSETTE, P.E. DIRECTOR

WILLIAM E. MCDOWELL, P.E Town Engineer

MEMORANDUM

To: Board of Selectmen From: Bill McDowell, Town Engineer **Re: Complete Streets Tier 3 Projects – Status Update** Date: January 31, 2019

West Street and Campus Street Improvements

The Town's design consultant, Environmental Partners, Inc., have completed conceptual design of the proposed bicycle and pedestrian accommodations for West and Campus Streets in the vicinity of the High School. Accompanying this memo is a PDF of the proposed improvements overlaid on an aerial photo of the area for the Board's review.

Design elements on West Street between South Main St. and the School include:

- Improved sidewalk surface along the northerly side of West Street
- Improved crossing markings and pedestrian accommodations at the mid-block crossing located near the baseball diamond and soccer fields
- Reconstructed universal access ramps at the existing crossing at the west end of the underclassmen parking lot
- Reconstructed universal access ramps along the path of travel on West Street from the field to the school
- 'Sharrow' markings for improved bicycle safety along West Street and Campus Drive

Design elements on the one way portion of Campus Drive between the School and Pond Street include:

- Two dedicated bicycle lanes along the westerly side of the road, buffered from the one-way vehicle traffic
- Reconstructed sidewalk surface separated from vehicle traffic by the two bicycle lanes and a 3' wide striped buffer

Design elements on West Street between Oakland Street and Campus Drive include

- Single dedicated one-way bike lane
- Reconstructed sidewalk along the northerly side

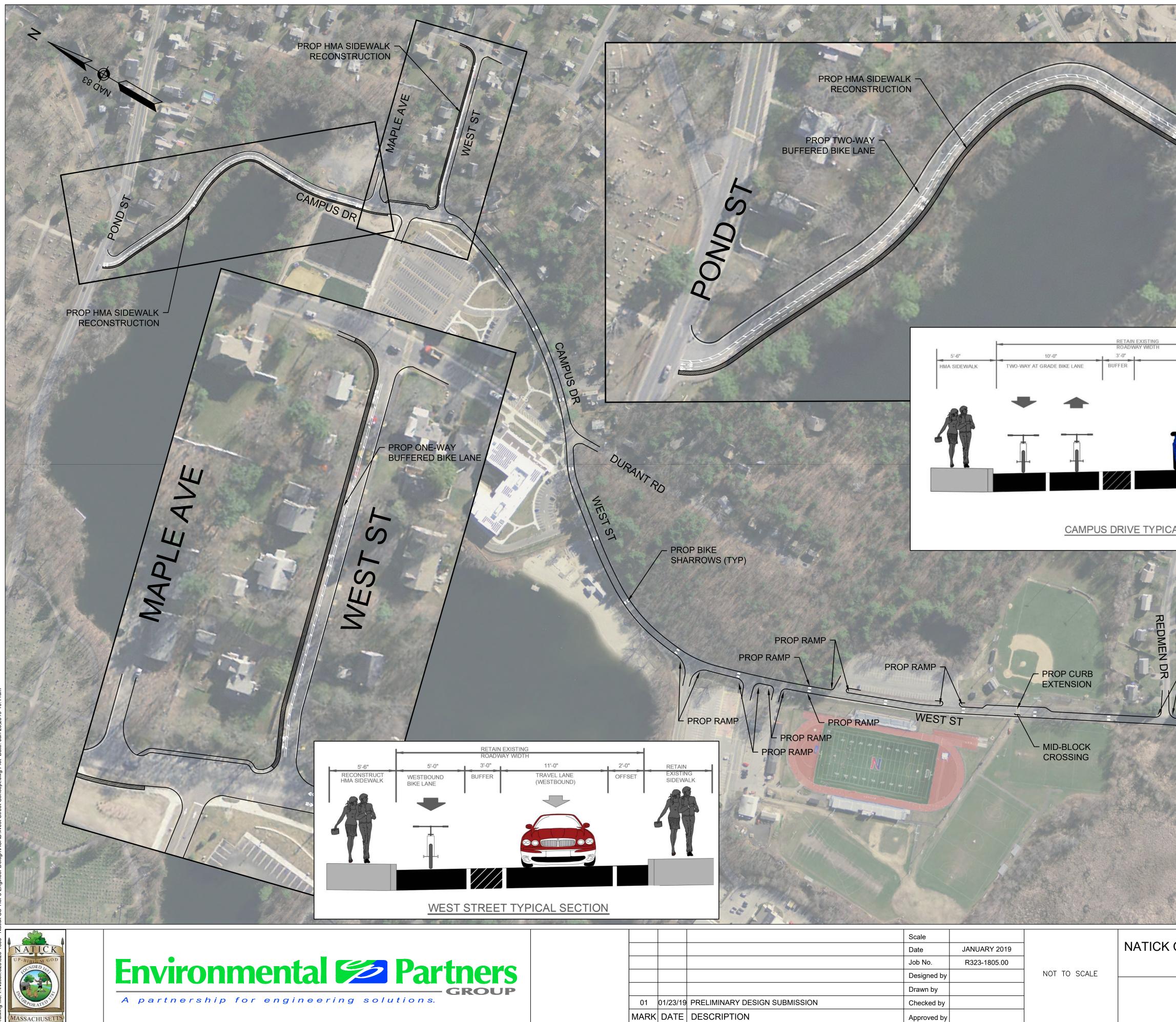
DEPARTMENT OF PUBLIC WORKS • 75 WEST STREET • NATICK, MASSACHUSETTS 01760 TEL. 508-647-6550 • FAX. 508-647-6560 • WWW.NATICKMA.GOV Page 2 Complete Streets - Tier 3 Project Update January 31, 2019

These improvements are part of the major design elements discussed with the design engineer during scoping sessions. Additional elements will include increased signage, traffic calming measures and enhanced traffic and pedestrian makings. The Department will also review these conceptual designs with the Safety Commission and will include the Commission's and the Board's comments as part of their review with the consultant.

Newfield Drive

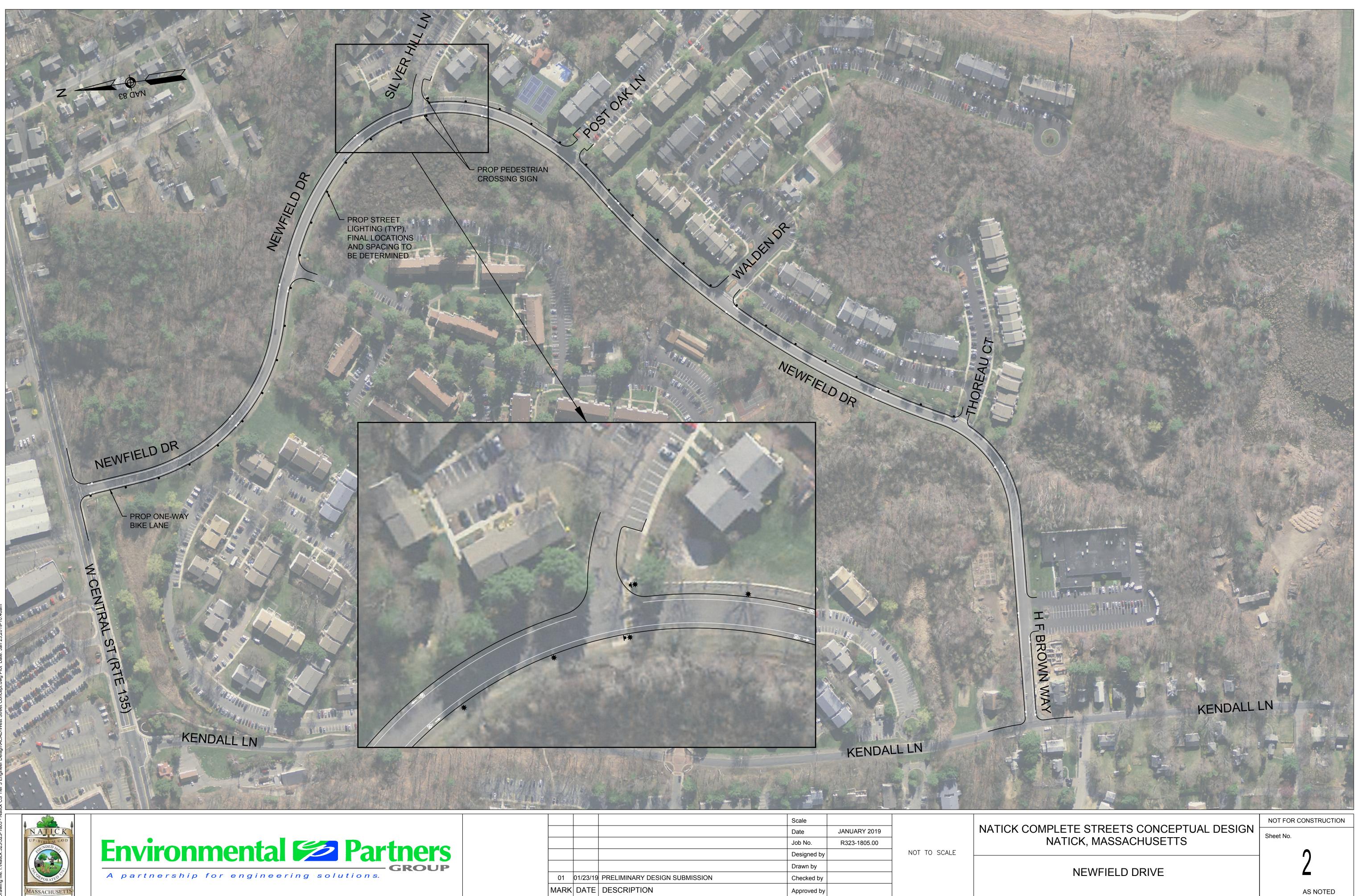
The concept for Newfield Drive was to improve the sidewalk surface and install pedestrian level lighting along the length of the sidewalk. Currently there is inadequate pedestrian lighting along the western portion of the roadway and none along the eastern portion of the road near the train station. There are several existing street light fixture types installed in these neighborhoods. Catalog lighting fixture cut sheets will be provided to the Planning Board for their Feb. 6th meeting.

Environmental Partners anticipates that the preliminary design for both of these projects will be completed early to mid-March.



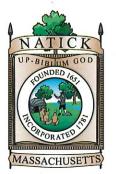
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MARK	DATE	DESCRIPTION	Approved by			

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PROP RAMP	
COMPLETE STREETS CONCEPTUAL DESIGN NATICK, MASSACHUSETTS	NOT FOR CONSTRUCTION Sheet No.
WEST STREET	AS NOTED



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MARK	DATE	DESCRIPTION	Approved by			



TOWN OF NATICK MASSACHUSETTS

JEREMY T. MARSETTE, P.E. DIRECTOR

WILLIAM E. MCDOWELL, P.E TOWN ENGINEER

MEMORANDUM

To: Board of Selectmen From: Bill McDowell, Town Engineer Re: South Main Street Reconstruction – Status Update Date: January 31, 2019

The Town's design consultants, Green International, Inc., have forwarded progress prints for the South Main Street Project for the Town's review and comment.

At this time Green Int'l. have performed initial drainage analysis on the existing collection system and have proposed certain improvements. The initial analysis estimates the anticipated runoff from a storm event and determines the system's capacity to both collect and convey the runoff from the road. There are several locations where estimated runoff exceeds the existing system's ability to collect it and these areas are slated for improvements. Improvements may include additional catch basins or expanding the grate size of the existing basins. Green is also proposing to increase the depth of sumps in catch basins to provide more positive removal of suspended solids from the runoff, particularly in the wetland area along the southern limit of the project.

Green Int'l. have also provided proposed preliminary traffic markings and signage for the project, including pedestrian crossings and shoulder markings to facilitate bicycle traffic. The Engineering Division will review these plans with the Safety Commission to ensure that crosswalk locations accommodate existing and anticipated pedestrian patterns and to ensure that each crosswalk is appropriately marked and signalized.

Green Int'l will continue their design and will have a full set of preliminary plans to the Department by mid-February. The Department will provide review and comment including Safety Committee and Transportation Advisory Committee feedback. We anticipate that we would be ready to brief the Board and look for public feedback in mid to late March.

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ITEM TITLE: Potential Screening Committee for Town Counsel ITEM SUMMARY:

ATTACHMENTS:

Description Town Charter-Article 22 Screening Committee Advertisement **Upload Date** 1/3/2019 1/31/2019 **Type** Cover Memo Cover Memo

ARTICLE 22

TOWN COUNSEL

Section 1 Office and Qualifications

The Town shall have a Town Counsel who shall be an individual attorney or group, association, firm, partnership or professional corporation of attorneys admitted to practice in the Commonwealth. Town Counsel need not be a resident of the Town or maintain a law office in the Town.

Section 2 Relationship

Town Counsel shall be an independent contractor and shall not be an employee of the Town.

Section 3 Appointment and Term

Town Counsel shall be appointed by a majority of the Board of Selectmen for a term not to exceed one year expiring in each case, on June 30th. Town Counsel shall, in any case, serve at the pleasure of the Board of Selectmen and all contracts shall so state.

Section 4 Screening Committee

In the event of a vacancy in the Office of Town Counsel, the Selectmen shall, from time to time, establish a Town Counsel Screening Committee consisting of five members, who are residents of the Town, with at least three being members of the Massachusetts Bar and preferably senior attorneys who hire or supervise other attorneys' work. Said Committee will be responsible for nominating candidates who are members in good standing of the Massachusetts Bar for the position of Town Counsel. The Selectmen shall, on or before the first day of July, or whenever a vacancy shall exist, appoint a candidate from among those recommended as qualified by said Committee to serve as Town Counsel. The Selectmen shall have the right to request additional candidates from said Committee.

Section 5 Duties and Request for Services

- a. Town Counsel shall serve as the legal advisor to the Town. In addition to those duties and responsibilities as set forth in the General Laws of the Commonwealth and these By-Laws, all as may be amended from time to time, the Town Counsel shall render all legal services as may be reasonably required of him by the vote of the Town or majority of the Board of Selectmen or by the Town Administrator.
- b. All other requests for the services of Town Counsel shall, whenever time permits, be submitted to Town Counsel through the Office of the Town Administrator.
- c. The following shall have the right to request of Town Counsel advice concerning their duties: members of the Board of Selectmen, Town Clerk, Superintendent of Schools,

Building Commissioner, Director of Public Works, Director of Public Health, Town Moderator, Comptroller, Town Treasurer/Collector, Director of Recreation and Parks, Chief of Police, Fire Chief, Community Development Director, and Chairman of the following Boards or Committees acting with the authority of a majority of their members: Board of Assessors, Board of Appeals, Planning Board, School Committee, Finance Committee, Board of Health, Conservation Commission, Retirement Board, Personnel Board and Recreation and Parks Commission.

d. That all other Boards or Committees and other Town Officials desiring to obtain legal advice must first obtain the prior consent of the Town Administrator or Board of Selectmen.

All requests for advice under Section b and c of this Article shall be made in good faith and be of sufficient legal implication to the Town.

Section 6 Authority to Settle

The Town Counsel shall not make final settlement of any claim to which the Town or any Town Agency is a party unless he has been duly authorized by vote of the Town Meeting or by the majority vote of the Selectmen, unless otherwise provided by law.

Section 7 Authority to Prosecute

The Town Counsel shall, if requested by the Selectmen, prosecute in the appropriate court, any cases of violation of the Statutes of the Commonwealth or the Charter or By-Laws of the Town.

Section 8 Special and Interim Counsel

Unless expressly authorized by statute, a vote of Town Meeting, or vote of the Selectmen, no Board, Officer or Official of the Town shall engage, for remuneration to be paid by the Town, any attorney, other than Town Counsel, with regard to its or his official duties, or any Town business, or the business of any of the Departments thereof. The Selectmen may, whenever they deem necessary, employ special and/or interim counsel to assist or act in place of Town Counsel. Said special counsel need not be a resident of the Town.

TOWN OF NATICK TOWN COUNSEL SCREENING COMMITTEE

The Board of Selectmen is seeking applicants interested in serving on the Natick Town Counsel Screening Committee. In accordance with Article 22, Section 4 of the Town of Natick By-Laws, the Committee shall consist of five members, who are residents of the Town, with at least three being members of the Massachusetts Bar and preferably senior attorneys who hire or supervise other attorneys' work. The Committee will be responsible for nominating candidates who are members in good standing of the Massachusetts Bar for the position of Town Counsel.

Interested parties should apply on line at <u>http://natickma.gov/487/Board-Committee-Volunteer-</u> <u>Information</u> by February 13, 2019. The Selectmen will be interviewing candidates at their meeting on February 19, 2019.

For more information or questions please contact the Selectmen's office at (508)647-6410.

ITEM TITLE: Memorial School Generator Update ITEM SUMMARY:

ATTACHMENTS:

Description Update Outage Follow-Up-Eversource **Upload Date** 2/1/2019 1/22/2019 **Type** Cover Memo Cover Memo



memorial school generator

6 messages

Melissa Malone <mmalone@natickma.org>

Thu, Jan 31, 2019 at 6:18 PM To: Selectmen <selectmen@natickma.org>, "~SchoolCommittee@natickps.org" <schoolcommittee@natickps.org> Cc: "Bill Chenard," <bchenard@natickma.org>, Kevin Coxall <kcoxall@natickma.org>, James Hicks <ihicks@natickma.org>

hello all - by way of status, the electrical work necessary to allow for a portable generator at memorial will be completed this saturday. this means the same lights etc. that worked with the prior generator will work when a portable generator is utilized on site. please note that the heat was not linked to the generator previously, and the same will be true of the portable generator. should you have additional guestions or concerns, please reach out. thanks

Mehisia a. Maloo

Melissa A. Malone Town Administrator 13 East Central Street Natick, MA 01760 508-647-6410



Melissa Malone <mmalone@natickma.org> To: Patricia O'Neil <poneil@natickma.org> Cc: Amy Mistrot <amistrot@natickma.org>

Thu, Jan 31, 2019 at 6:19 PM

trish - you can include this on the agenda re memorial thanks

----- Forwarded message ------From: Melissa Malone <mmalone@natickma.org> Date: Thu, Jan 31, 2019 at 6:18 PM Subject: memorial school generator To: Selectmen <selectmen@natickma.org>, ~SchoolCommittee@natickps.org <schoolcommittee@natickps.org> Cc: Bill Chenard, <bchenard@natickma.org>, Kevin Coxall <kcoxall@natickma.org>, James Hicks <jhicks@natickma.org>

hello all - by way of status, the electrical work necessary to allow for a portable generator at memorial will be completed this saturday. this means the same lights etc. that worked with the prior generator will work when a portable generator is utilized on site. please note that the heat was not linked to the generator previously, and the same will be true of the portable generator. should you have additional guestions or concerns, please reach out. thanks

Mehina a. Makop

Melissa A. Malone Town Administrator 13 East Central Street Natick, MA 01760 508-647-6410



Fwd: Outage follow up

1 message



------ Forwarded message ------From: **Goldstein, Ronit** <ronit.goldstein@eversource.com> Date: Tue, Jan 22, 2019 at 3:55 PM Subject: Outage follow up To: Melissa Malone (mmalone@natickma.org) <mmalone@natickma.org> Cc: hicks (natickpolice.com) <hicks@natickpolice.com>

Good afternoon Melissa,

Thank you for speaking with me earlier. As a follow up to our conversation, here is some information regarding this morning's outage.

Phase wires came down in the vicinity of 123 Eliot Street between pole 37 & 38. Crews isolated the shutdown area to approximately 132 customers in the area where the fault occurred. Residents in the area, who were restored quickly, were being fed by another circuit. Unfortunately Memorial Elementary School was within the outage area and could not be restored until the fix was made. I wanted to assure you that schools are a priority to Eversource as are other critical customers in the community.

I have copied Chief Hicks as he reached out to my coworker Annemarie Walsh earlier today.

The upgrades that you mentioned were done to the transformer and wiring behind the school do not impact this outage as the outage occurred on Eliot Street.

Please let me know if you need further information regarding this event or in general.

I am happy to provide information to assist in residents' inquiries.

I look forward to meeting you and I look forward to serving the town of Natick.

Regards,

Ronit

Ronit Goldstein

Community Relations Specialist



Cell: 617-966-8459

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Mehsia a. Mahoro

Melissa A. Malone Town Administrator 13 East Central Street Natick, MA 01760 508-647-6410



ITEM TITLE: Deputy Town Administrator/Finance Director: Comptroller's Quarterly Report **ITEM SUMMARY:**

ATTACHMENTS:

DescriptionUpload DateQuarterly Report-2018 Year End & 2019 Year to Date2/4/2019

Type Cover Memo





Office of the Comptroller

TO: Board of Selectmen

FROM: Arti Mehta, Comptroller

DATE February 4, 2019

SUBJECT: Quarterly Report

Enclosed are the yearend reports for FY 2018 & 2019.

- FY 2018 Revenue
- FY 2018 Expenditures
- Fund Balance to Free Cash
- FY 2019 Year-to-date Expenditures and Revenue
- Four year Revenue Comparison report

FY 2018 Revenue

The major sources of Town's revenue is the Real and Personal Property taxes at 78%, Local Receipts at 12%, state receipts at almost 10%.

Taxes if not collected, can be transferred as Tax lien. The state receipts are fixed once the cherry sheet is set. The receipt with the most fluctuation are Local receipts, which is a main contributory factor for Free Cash.

FY 2018 Expenditures

The expenditure report has been divided in major categories where almost 50% spending is for education. Followed by Employee Fringe benefit for the Town and School employees.

Fund Balance to Free cash

This page summarize all the activities happens in the Town's Financials. We start with last year's fund balance. Add total revenue collected less total expenditures and transfers. Leaves us with \$13M amount. That is the starting point for Free Cash calculation. The Free Cash has been certified as \$6,576,906.

FY 19 Expenditure and Revenue

The Expenditures and Revenues does not work on a monthly schedule so the % may not be the same as we see at the yearend but overall we are on target.

Revenue Comparison

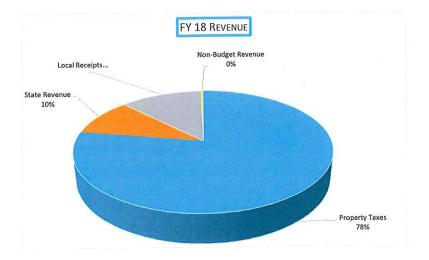
This the comparison of Revenue collection of last 4 years as of November of the Fiscal Year. We have consistent increase in the collection.

Town of Natick

Revenue FY 2018 Final

ACCOUNT	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	REMAINING	ост
Property Tax					
41	110 PERSONAL PROPERTY TAX	2,008,025.95	1,973,556.89	34,469.06	98.3
4:	120 REAL ESTATE TAX	105,380,453.03	104,655,619.09	724,833.94	99.39
	Total Taxes	107,388,478.98	106,629,175.98	759,303.00	99.3
State Receipts					
4	610 STATE REIMB FOR LOSS OF TAXES	137,912.00	180,764.00	(42,852.00)	
	620 STATE - EDUCATION	9,583,344.00	9,381,147.00	202,197.00	97.9
	660 STATE - GENERAL	4,174,741.00	3,975,941.00	198,800.00	95.2
20	Total Cherry sheet	13,895,997.00	13,537,852.00	358,145.00	97.4
Local Receipts					
4	150 MOTOR VEHICLE EXCISE TAX	5,880,600.00	5,815,808.53	64,791.47	98.9
- t.	160 BOAT EXCISE TAX	3,200.00	3,751.30	-551.30	117.2
	170 PEN & INT ON TAXES	377,100.00	428,117.03	-51,017.03	113.5
	180 PAYMENT IN LIEU OF TAX	34,500.00	41,037.01	-6,537.01	118.9
	190 OTHER TAXES	2,408,600.00	2,403,830.19	4,769.81	99.8
	220 SUPPLEMENT TAXES	425,000.00	586,507.42	-161,507.42	138.0
	250 DPW NON UTILITY USAGE CHG	0.00	106,222.00	(106,222.00)	
	320 DEPARTMENTAL FEES	2,600,441.00	2,941,926.64	-341,485.64	113.1
	360 POLICE RENTALS	46,500.00	49,779.96	-3,279.96	107.1
	370 OTHER DEPT REVENUE	810,170.00	857,204.35	-47,034.35	105.8
	457 LICENSE & PERMITS	2,053,445.00	2,216,716.12	-163,271.12	108.0
5-00	770 FINES AND FORFIETS	220,000.00	211,715.97	8,284.03	96.2
	1800 COLLECTOR'S MISC		190,281.77	(190,281.77)	
	1810 SALE OF INVENTORY	0.00	370.00	(370.00)	
	1820 INVESTMENT INCOME	280,000.00	655,020.45	(375,020.45)	233.9
4	1680 MEDICAID Revenue	0.00	100,000.00	(100,000.00)	
4	1845 MISC NON -REC (PENS COLA)	0.00	1,279.94	(1,279.94)	
	Total Local Receipts	15,139,556.00	16,609,568.68	(1,470,012.68)	109.
Non-Budget R	Revenue				
	4140 TAX TITLE	0.00	293,920.93	(293,920.93)	
	CHAPTER LAND		88,484.30	(88,484.30)	
	Total Non Budgeted Revenue	0.00	382,405.23	(382,405.23)	
	Totals	136,424,031.98	137,159,001.89	(734,969.91)	100.

Property Taxes	107,388,478.98	106,629,175.98	77.7%
State Revenue	13,895,997.00	13,537,852.00	9.9%
Local Receipts	15,139,556.00	16,609,568.68	12.1%
Non-Budget Revenue	0.00	382,405.23	0.3%



Town of Natick Budget to Actual Expenses FY 2018

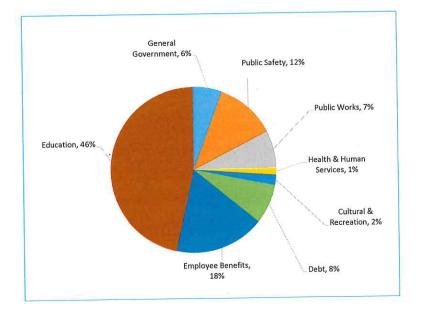
EPT N	ACCOUNT DESCRIPTION OF	RIGINAL APPROFTRA	ANFRS/ADJSM REV	ISED BUDGET YTD	EXPENDED ENC	UMBRANCES AV	AILABLE BUDG	UJED
15	PRINTING TOWN REPORT	4,100	3,750	7,850	7,501.50	0.00	348.50	95.60
	INSURANCE PROPERTY/LIABILI	707,680	5,706	713,386	654,557.22	5,243.00	53,585.78	91.80
	BD SELECTMEN/TN ADMINISTRA	3,411,814	-1,126,598	2,285,216	1,429,914.88	78,093.01	777,208.60	62.60
	FINANCE COMMITTEE	17,800	10,000	27,800	18,663.00	0.00	9,137.00	67.10
	RESERVE FUND	250,000	0	250,000	0.00	0.00	250,000.00	0.00
	COMPTROLLER	419,522	41,172	460,694	358,962.19	39,841.08	61,890.92	77.90
	FINANCE DEPARTMENT	65,574	200	65,774	61,147.00	0.00	4,627.00	93.00
	ASSESSORS	473,209	123,499	596,708	536,363.59	36,042.51	24,302.39	89.90
		225,732	0	225,732	171,503.34	923.86	53,304.80	76.0
	TREASURER COLLECTOR OF REVENUE	363,871	10,130	374,001	334,645.35	4,686.05	34,669.29	89.5
	LEGAL SERVICES -TOWN COUNS	342,100	3,505	345,605	312,921.89	4.25	32,678.81	90.5
		1,000	0,000	1,000	0.00	0.00	1,000.00	0.0
	PERSONNEL BOARD	1,244,564	41,539	1,286,103	1,192,566.40	85,798.66	7,737.86	92.7
	INFORMATION SYSTEMS	305,077	5,764	310,841	292,299.05	3,731.47	14,810.38	94.0
	TOWN CLERK		6,577	75,283	62,078.44	1,793.93	11,410.17	82.5
	BOARD OF REGISTRARS	68,706	46,524	931,219	914,494.27	871.61	15,852.79	98.2
	COMMUNITY DEVELOPMENT	884,695	40,524	0	0.00	0.00		0.0
	Affordable Housing Trust	0		1,634,051	1,352,241.46	83,488.45	198,321.38	82.8
	PUBLIC BLDGS PROP MAINT	1,479,112	154,939	9,591,263.13	7,699,859.58	340,517.88	1,550,885.67	5.7
	General Government	10,264,556.00	-673,292.87	9,591,203.15	7,055,855.56	540,517.00	1,000,000.001	
0	POLICE DEPARTMENT	6,638,637	705,234	7,343,871	7,223,332.47	11,427.83	109,111.19	98.4
20	FIRE DEPARTMENT	8,110,992	527,162	8,638,154	8,628,070.83	8,247.33	1,835.46	99.9
	WEIGHTS/MEASURES	15,842	8,448	24,290	24,218.07	0.00	71.93	99.3
14	PARKING ENFORCEMENT	140,368	0	140,368	112,930.41	0.00	27,437.59	80.
16		35,600	15,539	51,139	44,133.19	0.00	7,005.63	86.
51	NATICK EMERGENCY MANAGEMEN Public Safety	14,941,439.00	1,256,382.93	16,197,821.93	16,032,684.97	19,675.16	145,461.80	11.8
	able burely .					20 202 Rd		-
10	PUBLIC WORKS ENGINEERING	544,820	120,831	665,651	530,830.32	64,142.82	70,677.36 12,758.54	79. 96.
20	PUBLIC WORKS - ADMIN	364,418	13,361	377,779	363,704.57	1,315.49		
26	PUBLIC WORKS EQUIP MAINT	935,791	8,166	943,957	1,000,152.72	2,302.97	(58,498.34)	106.
27	PUBLIC WORKS LFNR	968,471	8,251	976,722	934,385.81	4,926.97	37,409.47	95.
29	PUB WKS HWY MAINT/SANT/REC	3,445,661	141,815	3,587,476	4,150,809.70	47,265.01	(610,599.07)	115.
50	FACILITIES MANAGEMENT	3,113,121	161,274	3,274,395	3,023,944.96	74,249.23	176,200.85	92.
	Public Works	9,372,282.00	453,697.38	9,825,979.38	10,003,828.08	194,202.49	-372,051.19	7.4
				F40 F6F	E22 152 04	244.00	17,168.18	96.
12	BOARD OF HEALTH	533,833	6,732	540,565	523,152.94	0.00	3,218.79	97.
20	HUMAN SERVICES	130,000	2,700	132,700	129,481.21		14,043.51	94.
40	COMMUNITY SERVICES ADMIN	274,059	3,261	277,320	263,276.44	0.00		94.
41	COUNCIL ON AGING	360,953	3,957	364,910	362,813.87	1,622.64	473.97	
43	VETERANS SERVICES	452,308	20,151	472,459	368,859.55	393.42	103,206.29	78.
45	COMM ORGANIC FARM	177,104	5,991	183,095	183,094.62	0.00	0.57	100.
49	COMMISSION ON DISABILITY	750	0	750	238.69	0.00	511.31	31
	Health & Human Services	1,929,007.00	42,793.00	1,971,800.00	1,830,917.32	2,260.06	138,622.62	1.
			40,401	2,225,766	2,151,463.07	215.71	74,087.32	96
510	MORSE INSTITUTE LIBRARY	2,215,285	10,481			636.03	580.35	99
515	BACON FREE LIBRARY	172,433	1,235	173,668	172,451.19	19,100.06	495.20	95
630	RECREATIONS AND PARKS	404,071	15,919	419,990	400,394.62		315.89	54
690	ARTS COUNCIL	700	0	700	384.11	0.00		0
91	HISTORIC COMMISSION	750	0	750	0.00	0.00	750.00	81
592	HISTORIC DISTRICT COMMISSI	550	0	550	450.37	48.96	50.67 76,279.43	2.
	Cultural & Recreation	2,793,789.00	27,634.55	2,821,423.55	2,725,143.36	20,000.76	76,279.43	2.
14.0	INTERECT AND MATURING DERT	11,644,955	0	11,644,955	10,476,851.38	0.00	1,168,104	90
710	INTEREST AND MATURING DEBT	11,044,555						
	Debt	11,644,955.00	0.00	11,644,955.00	10,476,851.38	0.00	1,168,103.62	7.
		45 034 474	00.056	15,754,115	15,081,414.32	84,159.90	588,541.04	95
910	OTHER EMPLOYEE BENEFITS	15,834,171	-80,056		8,764,621.00	0.00	3,337.00	100
911	RETIREMENT BOARD	8,763,143	4,815	8,767,958 22,233	8,764,621.00 18,593.02	0.00	3,639.98	83
912	NON-CONTRIBUTORY PENSIONS	22,233	-75,240.74	24,544,306.26	23,864,628.34	84,159.90	595,518.02	17
	Employee Benefits	24,619,547.00	-75,240.74	24,344,300.20	25,004,020.51	0.1120.000		
	Town departments Total	75,565,575.00	1,031,974.25	76,597,549.25	72,633,913.03	660,816.25	3,302,819.97	
							(256 704 72)	101
300	ADMINISTRATION	10,107,804	136,464	10,244,268	10,465,594.72	135,458.15	(356,784.73)	102 98
310	REGULAR EDUCATION	34,045,688	175,026	34,220,713	33,691,573.00	99,866.73	429,273.57	
313	IT	2,255,736	13,867	2,269,603	2,240,855.59	19,517.61	9,229.80	98
320	SPECIAL EDUCATION	14,224,836	103,233	14,328,068	14,420,928.39	0.00	(92,859.91)	98
330	ENGLISH LANGUAGE LEARNERS	511,528	0	511,528	398,330.80	0.00	113,196.70	100
350	School 504 MED/TH	120,000	12,000	132,000	71,495.91	0.00	60,504.09	77
	PRESCHOOL	688,328	0	688,328	745,581.02	738.30	(57,991.32)	54
360		483,407	85	483,492	476,573.06	0.00	6,919.23	10
370	NORTHSTAR	164,948	0	164,948	156,643.22	0.00	8,304.78	98
380 390	OTHER TECHNOLOGY	468,075	1,712	469,787	460,596.38	0.00	9,190.56	9
	TECHNOLOGI	400,070	200	1948 A. 1948 S.	0			98
350								
350	Education	63,070,348.75	442,386.90	63,512,735.65	63,128,172.09	255,580.79	128,982.77	46

Town of Natick Budget to Actual Expenses FY 2018

General Government	<i>v</i>
Public Safety	
Public Works	
Health & Human Services	
Cultural & Recreation	
Debt	
Employee Benefits	
Education	

	5.7%
	11.8%
	7.4%
	1.3%
	2.0%
-	7.7%
	17.6%
	46.5%





Town of Natick General fund June 30, 2018

Beginnning Balanceas of 7/1/2017	14,609,651.76
Last Year's Carry Forward	1,286,097.15
Last Year's Reserves	4,000,000.00
Last year's Snow & Ice Reserve	(455,255.00
Total Revenue	139,750,145.15
Total Expenditures	(137,235,275.35
Transfer to Other Funds	(5,046,981.00
To record snow & ice deficit Reserve	717,717.00
To record reserve for NY budget	(3,700,000.00
To carry forward encumbrances	(916,397.04
Ending Balance 6/30/2018	13,009,702.67

Town of Natick Budget to Actual Expenses FY 2019

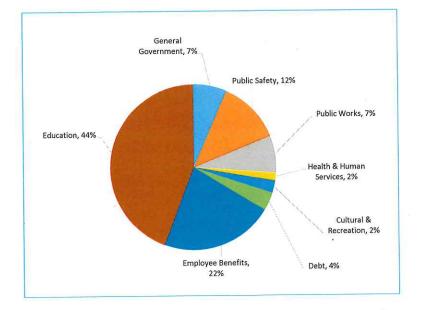
	ACCOUNT DESCRIPTION C	RIGINAL APPROFTR/	ANFRS/ ADJSIVI KEV		DEXPENDED EN	ICUMBRANCES AV		
.5	PRINTING TOWN REPORT	4,100	0	4,100	0.00	0.00	4,100	0.0
	INSURANCE PROPERTY/LIABILI	756,237	5,243	761,480	468,924.18	0.00	292,556	61.6
	BD SELECTMEN/TN ADMINISTRA	2,776,747	230,352	3,007,099	584,732.01	64,715.75	2,357,651	21.6
	FINANCE COMMITTEE	37,800	0	37,800	6,344.74	0.00	31,455	16.8
	RESERVE FUND	250,000	0	250,000	0.00	0.00	250,000	0.0
S	COMPTROLLER	399,489	39,841	439,330	160,955.20	39,762.50	238,612	45.7
	FINANCE DEPARTMENT	81,900	0	81,900	42,096.19	0.00	39,804	51.4
		474,420	38,543	512,963	203,651.07	15,663.34	293,648	42.8
	ASSESSORS	604,482	924	605,406	186,416.54	0.00	418,989	30.8
	TREASURER	004,482	4,686	4,686	4,709.93	0.00	-24	100.5
	COLLECTOR OF REVENUE		50,004	392,104	26,681.14	0.00	365,423	6.
	LEGAL SERVICES -TOWN COUNS	342,100	50,004	1,000	0.00	0.00	1,000	0.0
	PERSONNEL BOARD	1,000			878,587.01	24,753.14	503,358	64.
S	INFORMATION SYSTEMS	1,320,899	85,799	1,406,698	145,055.95	233.66	170,014	46.
1	TOWN CLERK	311,572	3,731	315,303		293.93	55,370	52.
2	BOARD OF REGISTRARS	115,190	1,794	116,984	61,319.53	0.00	478,316	48.
0	COMMUNITY DEVELOPMENT	924,355	872	925,227	446,911.03		and the second se	29.
5	Affordable Housing Trust	50,000	30,000	80,000	22,231.40	1,357.46	56,411	
2	PUBLIC BLDGS PROP MAINT	1,517,450	83,488	1,600,938	675,441.71	797,661.19	127,836	92.
	General Government	9,967,741.00	575,276.88	10,543,017.88	3,914,057.63	944,440.97	5,684,519.28	6.6
		7 04 6 004	11 420	7 027 640	2 252 221 12	2,017.54	3,772,300	46.
10	POLICE DEPARTMENT	7,016,221	11,428	7,027,649	3,253,331.13	0.00	4,755,450	45.
0	FIRE DEPARTMENT	8,716,273	8,247	8,724,520	3,969,070.01	0.00	4,735,450	49.
4	WEIGHTS/MEASURES	31,290	0	31,290	15,461.00			49. 30.
6	PARKING ENFORCEMENT	137,572	0	137,572	39,213.05	2,278.50	96,080	
1	NATICK EMERGENCY MANAGEMEN	39,100	0	39,100	21,963.28	0.00	17,137	56.
	Public Safety	15,940,456.00	19,675.16	15,960,131.16	7,299,038.47	4,296.04	8,656,796.65	12.
			CF C10	672 044	226,763.30	58,073.98	389,107	42.
0	PUBLIC WORKS ENGINEERING	608,326	65,618	673,944			216,730	42
0	PUBLIC WORKS - ADMIN	383,884	13,016	396,900	177,070.84	3,100.09		45. 57.
6	PUBLIC WORKS EQUIP MAINT	990,275	2,303	992,578	509,068.46	58,792.71	424,717	
7	PUBLIC WORKS LFNR	1,044,855	4,927	1,049,782	501,291.04	90,354.25	458,137	56
9	PUB WKS HWY MAINT/SANT/REC	3,624,590	47,265	3,671,855	1,533,822.79	453,199.40	1,684,833	54
0	FACILITIES MANAGEMENT	3,308,705	74,249	3,382,954	1,405,935.69	215,983.89	1,761,035	47
	Public Works	9,960,635.00	207,378.49	10,168,013.49	4,353,952.12	879,504.32	4,934,557.05	7.
					204 247 20	4 050 00	364,800	44
.2	BOARD OF HEALTH	650,823	244	651,067	281,317.20	4,950.00	72,370	44
20	HUMAN SERVICES	132,700	0	132,700	60,330.07	0.00		
10	COMMUNITY SERVICES ADMIN	277,320	0	277,320	138,280.89	0.00	139,039	49
11	COUNCIL ON AGING	367,032	1,623	368,655	160,116.76	0.00	208,538	43
43	VETERANS SERVICES	472,360	393	472,753	161,432.69	76,690.67	234,630	50
45	COMM ORGANIC FARM	180,700	0	180,700	82,036.42	0.00	98,664	45
49	COMMISSION ON DISABILITY	750	0	750	59.43	0.00	691	7
+2	Health & Human Services	2,081,685.00	2,260.06	2,083,945.06	883,573.46	81,640.67	1,118,730.93	1.
						20.046.72	1 007 054	F 1
10	MORSE INSTITUTE LIBRARY	2,244,799	216	2,245,015	1,107,114.08	39,946.72	1,097,954	51
15	BACON FREE LIBRARY	184,503	3,647	188,150	83,579.21	0.00	104,571	44
30	RECREATIONS AND PARKS	462,766	19,100	481,866	220,354.60	2,545.71	258,966	46
90	ARTS COUNCIL	700	0	700	0.00	0.00	700	0
91	HISTORIC COMMISSION	750	0	750	0.00	0.00	750	0
91 92	HISTORIC DISTRICT COMMISSI	550	49	599	178.68	0.00	420	29
92	Cultural & Recreation	2,894,068.00	23,011.76	2,917,079.76	1,411,226.57	42,492.43	1,463,360.76	2
					0 445 CF0 F1	0.00	0 545 343	20
10	INTEREST AND MATURING DEBT	12,385,021	-1,694,125	10,690,896	2,145,653.54	0.00	8,545,242	20
	Debt	12,385,021.00	-1,694,125.00	10,690,896.00	2,145,653.54	0.00	8,545,242.46	3
				45 005 746	8,424,923.02	45,978.00	7,464,845	53
10	OTHER EMPLOYEE BENEFITS	15,826,586	109,160	15,935,746		200 200 200 200 200		50
11	RETIREMENT BOARD	9,393,294	0	9,393,294	4,696,647.00	0.00	4,696,647	
12	NON-CONTRIBUTORY PENSIONS	23,122	0	23,122	9,529.39	0.00	13,593	41
	Employee Benefits	25,243,002.00	109,159.90	25,352,161.90	13,131,099.41	45,978.00	12,175,084.49	22
							12	
	Town departments Total	78,472,608.00	-757,362.75	77,715,245.25	<u>33,138,601.20</u>	<u>1,998,352.43</u>	42,578,291.62	
00	ADMINISTRATION	10,658,756	135,458	10,794,214	4,641,284.98	66,791.49	6,086,138	43
00		36,126,241	99,867	36,226,108	12,872,148.44	396,895.84	22,957,063	3
10	REGULAR EDUCATION		99,807	2,278,548	1,713,302.42	92,178.14	473,067	79
13	IT	2,278,548			6,024,417.35	2,787,333.35	6,375,651	5
20	SPECIAL EDUCATION	15,167,884	19,518	15,187,402		0.00	480,974	2
30	ENGLISH LANGUAGE LEARNERS	646,421	0	646,421	165,447.06			2
50	School 504 MED/TH	120,000	0	120,000	8,019.00	0.00	111,981	
60	PRESCHOOL	758,430	0	758,430	339,071.83	1,254.36	418,104	4
	NORTHSTAR	501,287	738	502,025	170,067.89	16.00	331,941	3
70		168,646	0	168,646	79,141.00	8,220.49	81,285	5
						0.017.00	200 202	4
70 80	OTHER		0	523.305	224,905.07	8,017.50	290,382	
	TECHNOLOGY Education	523,305 66,949,518.00	0 <u>255,580.79</u>	523,305 <u>67,205,098.79</u>	224,905.07 <u>26,237,805.04</u>	<u>3,360,707.17</u>	37,606,586.58	

Town of Natick Budget to Actual Expenses FY 2019

General Government
Public Safety
Public Works
Health & Human Services
Cultural & Recreation
Debt
Employee Benefits
Education

6.6%
12.3%
7.3%
1.5%
2.4%
3.6%
22.1%
44.2%

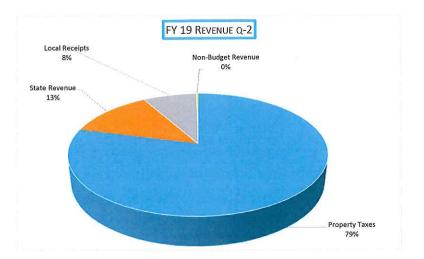
FY 2019 Expenditures



Town of Natick Revenue FY 2019 Q-2

ACCOUNT	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	REMAINING	РСТ
Property Ta	x				
	4110 PERSONAL PROPERTY TAX	1,922,618.69	937,737.52	615,374.24	48.8%
	4120 REAL ESTATE TAX	109,459,256.92	57,010,820.95	52,448,435.97	52.1%
	Total Taxes	111,381,875.61	57,948,558.47	53,063,810.21	52.0%
State Recei	<u>ots</u>	2			
	4610 STATE REIMB FOR LOSS OF T	0.00	62,356.00	(62,356.00)	
	4620 STATE - EDUCATION	10,208,846.00	7,122,257.00	3,086,589.00	69.8%
	4660 STATE - GENERAL	4,344,573.00	2,102,015.00	2,242,558.00	48.4%
	Total Cherry sheet	14,553,419.00	9,286,628.00	5,266,791.00	63.8%
Local Recei	ots				
	4150 MOTOR VEHICLE EXCISE TAX	5,900,000.00	651,930.99	5,248,069.01	11.0%
	4160 BOAT EXCISE TAX	3,000.00	3,024.00	-24.00	100.8%
	4170 PEN & INT ON TAXES	394,350.00	. 131,757.86	262,592.14	33.4%
	4180 PAYMENT IN LIEU OF TAX	35,950.00	9,987.55	25,962.45	27.8%
	4190 OTHER TAXES	2,400,000.00	1,390,087.68	1,009,912.32	57.9%
	4220 SUPPLEMENT TAXES	550,000.00	58,817.26	491,182.74	10.7%
	4250 DPW NON UTILITY USAGE CHG	0.00	63,124.00	(63,124.00)	
	4320 DEPARTMENTAL FEES	3,002,900.00	1,406,079.38	1,596,820.62	
	4360 POLICE RENTALS	49,000.00	33,752.00	15,248.00	
	4370 OTHER DEPT REVENUE	804,959.00	943,598.56	-138,639.56	
	4457 LICENSE & PERMITS	2,400,000.00	524,899.75	1,875,100.25	
27	4770 FINES AND FORFIETS	200,000.00	33,000.00	167,000.00	
	4800 COLLECTOR'S MISC		1,679.68	(1,679.68)	
	4810 SALE OF INVENTORY	0.00	240.00	(240.00)	
	4820 INVESTMENT INCOME	439,075.00	466,487.27	(27,412.27)	
	4680 MEDICAID Revenue	100,000.00	118,067.26	(18,067.26)	
	4845 MISC NON -REC (PENS COLA)	0.00	1,451.98	(1,451.98)	
	Total Local Receipts	16,279,234.00	5,837,985.22	10,441,248.78	35.9%
Non-Budge	t Revenue				
	tr from sp rev		0.00		
	Indirect	2,262,021.00	565,505.00		
	4140 TAX TITLE	0.00	150,013.60	(150,013.60)	
	CHAPTER LAND		1,074.00	(1,074.00)	
	Total Non Budgeted Revenue	2,262,021.00	716,592.60	(151,087.60)	
	0			CO 774 040 00	
	Totals	144,476,549.61	73,789,764.29	68,771,849.99	51.1%

Property Taxes	111,381,875.61	57,948,558.47	79.1%
State Revenue	14,553,419.00	9,286,628.00	12.7%
Local Receipts	16,279,234.00	5,837,985.22	8.0%
Non-Budget Revenue	0.00	151,087.60	0.2%



TOWN OF NATICK

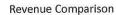
REVENUE COMPARISON AS OF 2ND QUARTER

		FY 2016	FY 2017	FY 2018	FY 2019
		ACTUALS	ACTUALS	ACTUALS	ACTUALS
AXES	PERSONAL PROPERTY TAX	893,221.18	949,315.02	1,048,464.57	937,737.5
AXES	REAL ESTATE TAX	50,580,242.36	48,995,457.65	57,654,142.27	57,010,820.9
NON-BUDGETED REVENUE	Chapter Land	÷.	49,924.57	30,813.69	1,074.3
	Tax Title	228,768.89	314,996.20	77,103.61	150,013.6
	Total Taxes	51,702,232.43	50,309,693.44	58,810,524.14	58,099,646.4
TATE RECEIPTS	STATE REIMB FOR LOSS OF TAX	56,560.00	123,645.00	54,486.00	62,356.0
	STATE - EDUCATION	4,413,104.00	4,563,259.00	4,666,238.00	7,122,257.0
	STATE - GENERAL	1,844,689.00	1,909,891.00	2,029,031.00	2,102,015.0
	State Receipts	6,314,353.00	6,596,795.00	6,749,755.00	9,286,628.0
OCAL RECEPTS	MOTOR VEHICLE EXCISE TAX	684,466.95	663,093.66	744,055.38	651,930.9
	BOAT EXCISE TAX	4,153.99	3,148.25	3,188.33	3,024.0
	RECOVERY EXCISE TAX	1,020.94	658.66	17.50	
	PEN & INT ON TAXES	168,923.70	215,101.26	179,150.02	131,757.8
	PAYMENT IN LIEU OF TAX	9,369.13	9,963.64	10,147.20	9,987.5
	OTHER TAXES-HOTEL/MOTEL/MEALS	1,374,941.02	1,368,927.41	1,354,646.91	1,390,087.6
	SUPPLEMENT TAXES	108,735.05	28,533.85	282,008.22	58,817.2
	DPW NON UTILITY USAGE CHG	55,502.00	59,841.63	55,189.00	63,124.0
	DEPARTMENTAL FEES	1,344,625.71	1,460,413.09	1,529,219.43	1,406,079.3
	POLICE RENTALS	23,441.98	25,611.98	29,326.31	33,752.
	OTHER DEPT REVENUE	709,911.91	2,625,812.07	754,609.22	943,598.
	PERMITS	256,924.00	246,471.50	282,988.06	362,792.
	LICENSE & PERMITS	165,161.90	317,873.00	164,250.00	162,107.0
	INTERGOVERNMENTAL	76,953.50	123,611.90	58,983.94	118,067.3
	FINES AND FORFEITS	98,753.85	96,957.13	133,100.30	33,000.0
	COLLECTOR MISC	42,796.61	167,263.62	12,193.14	289.9
	SALE OF INVENTORY	355.00	370.00	260.00	240.0
	EARNINGS ON INVESTMENTS	149,779.12	176,104.49	318,499.30	466,487.
	MISC DEPARTMENTAL REVENUE	3,555.42	883.21	1,023.57	1,389.
	MISC NON -REC (PENS COLA)		3,176.93	1,249.98	1,451.9
	LOCAL RECEIPTS	5,279,371.78	7,593,817.28	5,914,105.81	5,837,985.2
	TOTAL REVENUE	63,295,957,21	64,500,305.72	71,474,384.95	73,224,259.6

51,702,232.43	50,309,693.44	58,810,524.14	58,099,646.44
6,314,353.00	6,596,795.00	6,749,755.00	9,286,628.00
5,279,371.78	7,593,817.28	5,914,105.81	5,837,985.22
63,295,957.21	64,500,305.72	71,474,384.95	73,224,259.66
	6,314,353.00 5,279,371.78	6,314,353.00 6,596,795.00 5,279,371.78 7,593,817.28	6,314,353.00 6,596,795.00 6,749,755.00 5,279,371.78 7,593,817.28 5,914,105.81

1





ITEM TITLE: Town Administrator: Discussion Regarding FY 2020 Municipal Initiatives ITEM SUMMARY:

ATTACHMENTS: Description PowerPoint

Upload Date 2/4/2019

Type Cover Memo

Town of Natick



Board of Selectmen February 4, 2019

Department New Initiative Requests

Municipal New Initiatives totaling \$666,147

Description	Amount	Detail
Public Records Associate	\$64,035	Responsible for public record requests, OML and Ethics compliance
Library Mgmt. Pay Increase	\$33,900	To increase compensation for the Morse Library Director & Assistant Director
Deputy Chief of Police	\$210,555	Establishment of 2 nd in command position for operations & management
Meter Enforcement Operator	\$54,794	M-F (35 hrs/wk) to augment parking enforcement and meter maintenance
Asst. Director of DPW	\$160,288	To provide increased administrative management to a department of 83 ee's
DPW App. Manager	\$97,003	Better implement systems: databases, work-orders, asset mgmt.
Highway Admin. Ast.	\$59,607	To provide administrative support to a growing demand for services

Additional Municipal Budget Requests

Description	Amount	Detail
DPW Laborers (6)	\$338,939	To optimize staffing levels for LFNR & HSR
Facilities (Floater, Electrician, Plumber)	\$306,605	3 positions to improve facilities management and reduce OT costs
HR & Training Coordinator	\$126,270	Enhance human resources and provide training programming to all departments
MEPA	\$500,000	Contingency account to address all pay inequities associated with the new law
IT Network Staff	\$112,228	To scale up the IT department staff to handle additional network maintenance workload
DTAO Project Manager	\$80,000	A special assistant to take on town wide operational projects
Budget Analyst	\$80,000	To aid in development and monitoring of municipal budgets
Communications Director	\$100,000	Manage communications and publications of the town through various media
Grants Coordinator	\$75,000	Administer & seek out various grants to support town programs
Merit/Performance	\$150,000	Provide additional merit based salary increases to non-union personnel
Expand Employee Training	\$15,000	To provide for additional onsite employee professional development
т	otal \$1,884,042	

Key Demographics & Facts

FY19 Avg. Single Family Home Value Assessed at \$613,133

FY20 Estimated Avg. Single Family Tax Bill \$8,379

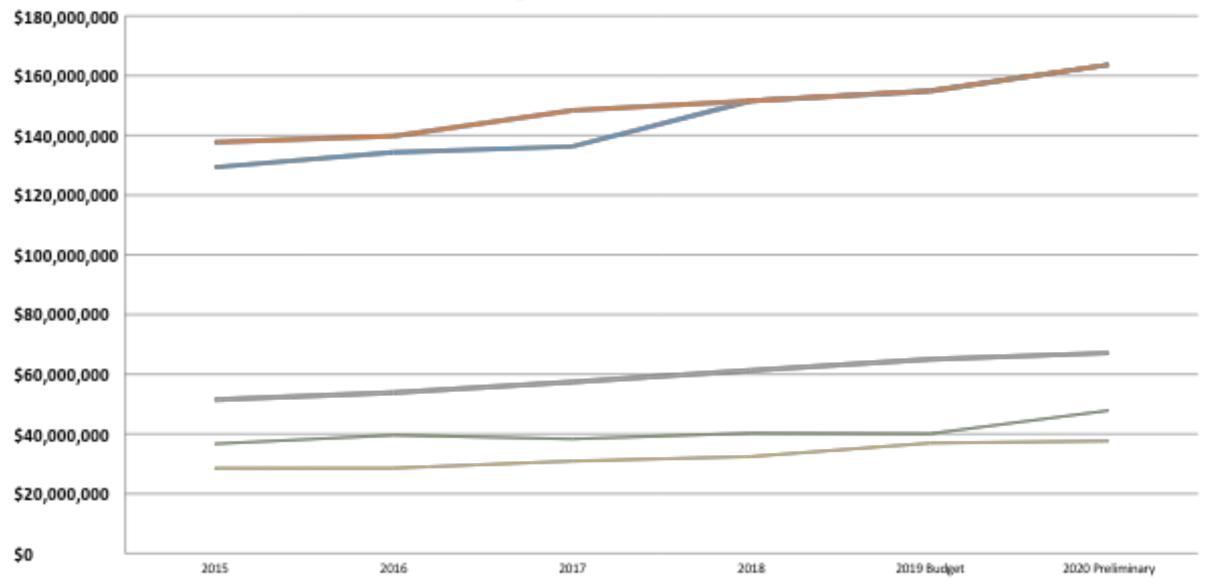
Population 36,426; Unemployment 2.5%; 67.5% with College Degrees

NPS Enrollment 2018 5,542

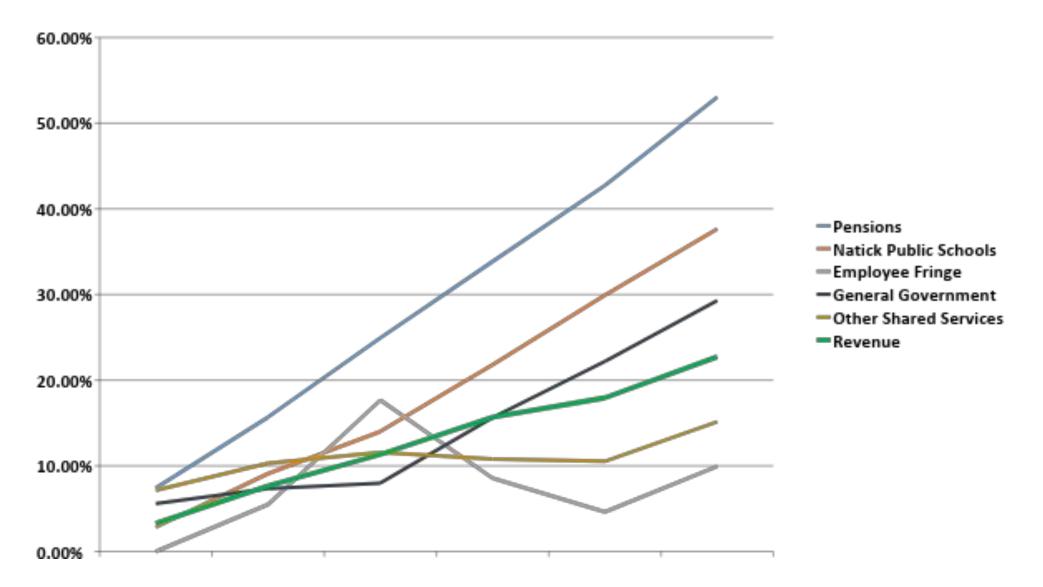
124 miles of accepted streets

Median Household Income \$106,027

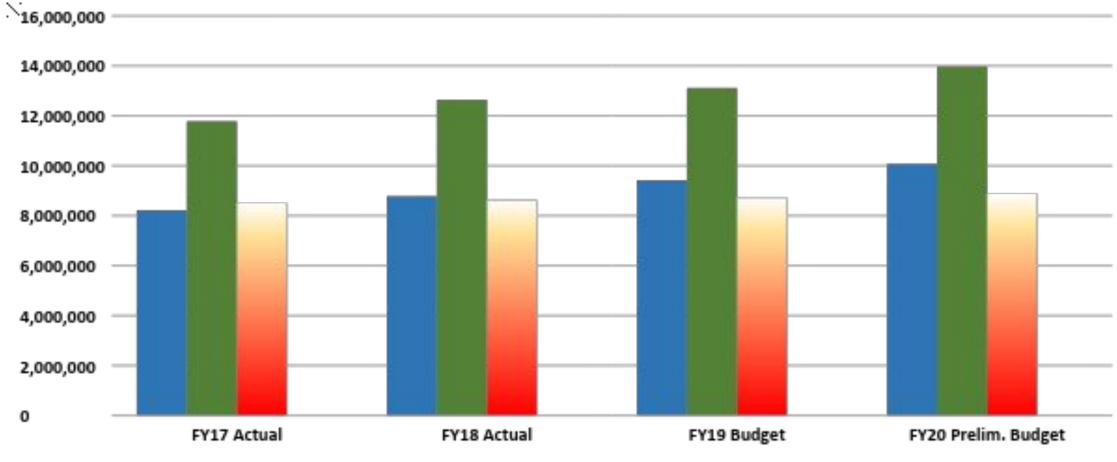
Revenue vs. Expenditures - FY 15 to FY 20



Cumulative Budget Change (%)



Pension & Healthcare



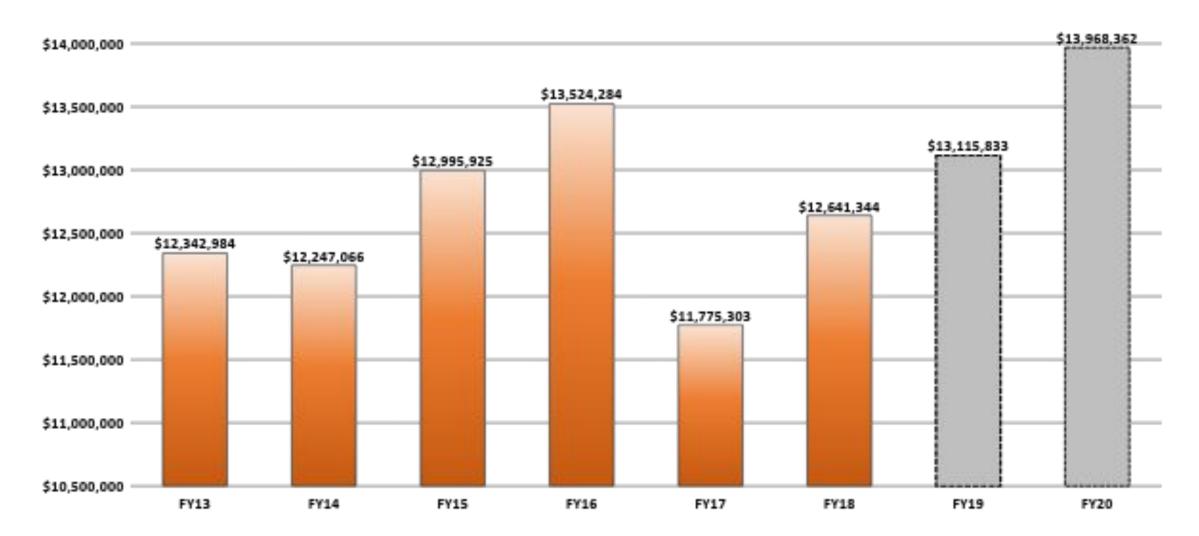
Pension Healthcare Fire Dept Community Services Dept.

Last 4 years average budget increases:

Pension 7% Healthcare 5%

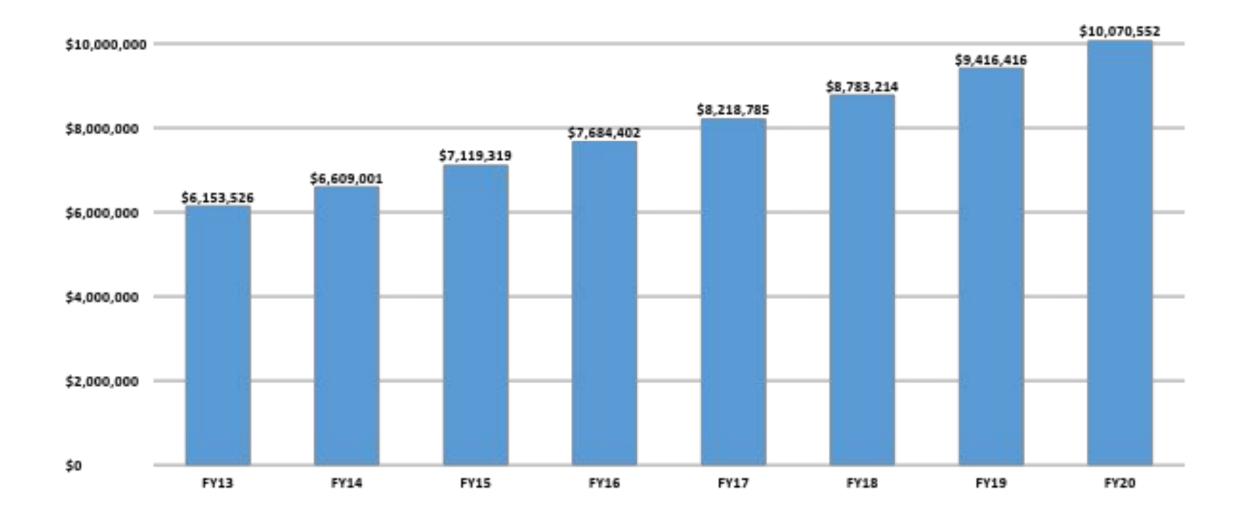
Group Health Insurance \$ by Fiscal Year



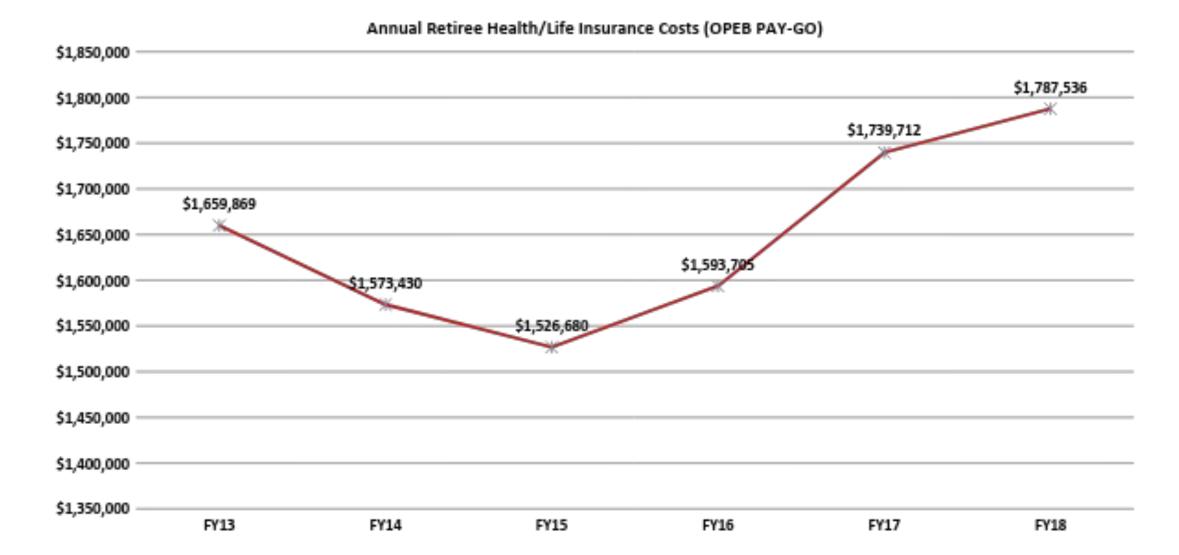


Town Pension Contributions by Fiscal Year

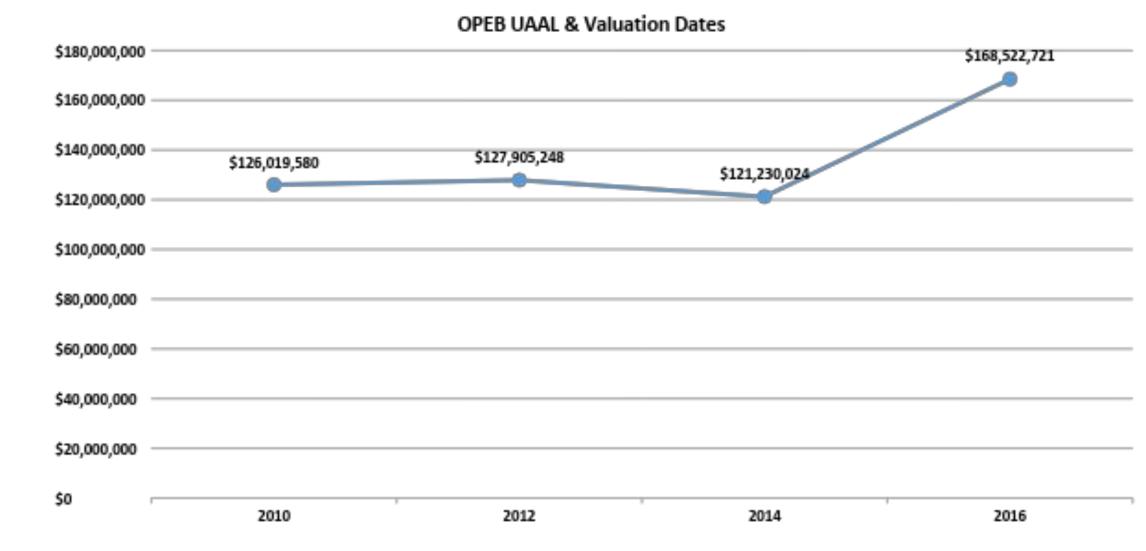
\$12,000,000



OPEB (Pay-as-you-Go)



OPEB Unfunded Actuarial Accrued Liability (UAAL)



Under Consideration

- Review & Update Expenses Healthcare costs review and update end of February
- Provide updates on State Budget developments
- Continue to review all fees and assess the ability to increase
- Review revolving accounts and other funding sources for budget support
- Federal and State Grant Opportunities
- Public/Private Sector Partnerships
- Service Reduction workforce restructuring
- Review and update Financial Management Principles
- Collaboration between Town & NPS on long-term financial planning
- Operating Override

Revenue Updates

FY20 Budget Revenue Adjustments

Description	FY20 Prelim. Budget	FY20 Revised Budget	\$ Change
PAYT	\$875,000	\$1,117,500	\$242,500
Parking	\$175,000	\$215,000	\$40,000
Alcohol Licenses	\$100,000	\$150,000	\$50,000
Net State Aid – The Governor's proposed state aid increased from our \$173 projections, however the charges increased as well leaving the net to be:			

Total	\$505,963

Revised FY20 Budget with Revenue Adjustments

Budget Overview				
	FY19 Budget	FY20 Budget	FY19 – FY20 \$ Δ	FY19 – FY20 % Δ
Tax Levy	111,530,485	121,251,682	9,721,197	8.72%
State Aid	14,553,519	14,966,059	412,540	2.83%
Local Receipts	16,331,234	16,951,540	620,306	3.80%
Available/Other	12,624,270	11,143,538	(1,480,732)	(11.73%)
Revenue Total	155,039,508	164,312,819	9,273,311	5.34%
Natick Public Schools	64,952,439	67,125,774	2,173,335	3.35%
Town Government*	36,952,578	37,706,743	754,165	2.04%
Shared Expenses	40,098,840	47,861,127	7,762,287	19.36%
Capital / Other & KT	12,772,344	11,160,801	(1,611,543)	(12.62%)
Expense Total	154,776,201	163,854,445	9,078,244	5.87%
Net Excess/(Deficit)	263,307	458,374		

*Includes Merit/Performance Increases from Shared Expenses; Police, BOH, State Aid/Charges and Revenue budgets have been adjusted (2-4-19) 14

Scenario 2: Balanced with 50/50 Split of Revised Revenue

	FY19 Revised	FY20 Budget	\$Δ	%Δ
Revenue Total	155,039,508	164,312,819	9,273,311	5.34%
Natick Public Schools	64,952,439	67,354,961	2,402,522	3.70%
Town Government*	36,952,578	37,935,930	983,352	2.66%
Shared Expenses	40,098,840	47,861,127	7,762,287	19.36%
Capital / Other & KT	12,772,344	11,160,801	(1,611,543)	(12.62%)
Expense Total	154,776,201	164,312,819	9,536,618	6.16%
Net Excess/(Deficit)	263,307	0		

Scenario 3: Key New Initiatives & 4.2% NPS

	FY19 Revised	FY20 Budget	\$ <u>\</u>	% Δ
Revenue Total	155,039,508	164,312,819	8,628,135	5.57%
Natick Public Schools	64,952,439	67,680,441	2,728,002	4.20%
Town Government*	36,952,578	38,100,476	1,147,898	3.11%
Shared Expenses	40,098,840	48,167,732	8,068,892	20.12%
Capital / Other & KT	12,772,344	11,021,588	(1,750,756)	(13.71%)
Expense Total	154,776,201	164,970,237	10,194,036	6.59%
Net Excess/(Deficit)	263,307	(657,418)	Budget Gap	

Municipal New Initiatives totaling \$700,338

Description	Amount	Detail
DPW Laborers (6)	\$338,939	To optimize staffing levels for LFNR & HSR
Facilities (Floater, Electrician, Plumber)	\$306,605	3 positions to improve facilities management and reduce OT costs
Meter Enforcement Operator	\$54,794	M-F (35 hrs/wk) to augment parking enforcement and meter maintenance

Next Steps

- Healthcare estimate available in late February
- State Aid Updates throughout the rest of the year, concluding in July
- Finance Committee Public Hearings
- Collaboration with Natick Public Schools

Questions?

ITEM TITLE: MMA Recap-S. Salamoff ITEM SUMMARY:

ATTACHMENTS:

Description Recap **Upload Date** 2/4/2019

Type Cover Memo MMA Annual Meeting and Trade Show 2019

Selectmen Jon Freedman, Mike Hickey, Rick Jennett and Sue Salamoff attended the MMA Annual Meeting and Trade Show 2019 - Strong Communities for a Strong Commonwealth January 18, and 19, 2019.

We attended a wide range of workshops and listened to a number of speakers from local, state, federal government and the professional community that were beneficial to enhancing a Selectman's ability to provide leadership in our town.

My colleagues and I heard presentations on A Selectmen's Guide to School Finance, Governor Charlie Baker on his priorities which include tackling climate change, reforming the school aid formula, and the collaborative Compact with Cities and Towns. We also heard remarks from Lt. Governor Karen Polito on the state budget and United States Senators Elizabeth Warren and Ed Markey spoke about economic and environmental issues and their impact on Massachusetts. Senate President Karen Spilka was the keynote speaker at the annual luncheon for Women Elected Officials of Massachusetts. She spoke about recently passed pay equity legislation that ensures equal pay for equal work, pay transparency, fairness in hiring as well as the importance of increased education opportunities and increased access to mental health care.

The trade show offered the opportunity to learn about the latest data analysis and collection systems, new equipment, consulting services, legal services, educational opportunities and state services.

Mr. Freedman, Mr. Hickey, Mr. Jennett and I had the opportunity to attend a myriad of workshops. A few are summarized below and the others are listed.

1. #Me Too in Town Hall: Creating a Safe, Respectful Workplace

Discussed Selectmen's role in creating a respectful work environment in Town Hall, the steps to create a safe work place including trainings for staff and elected officials. Consider the areas of ethics, social media, sexual harassment, abusive conduct, etc. Provided example Anti-Discrimination and Harrassment Policy.

2. Using Zoning to Encourage Aging in Place and 3. Respect Your Elders: Tips on a Building Age Friendly Communities

Noting In 2015, the state 65 and older population was 18%, is expected to be 27% by 2030. Cities and towns face challenges in crafting zoning, land-use policies and innovative aging housing practices that meet the needs of older adults. Some Innovative housing initiatives to increase housing affordability includes: Additional housing units, compact living, intergenerational homeshare, housing with public assets.

2018 MA received the designation of Age-Friendly State from AARP, one of three state in the U.S.

Among the Values and Goals of Age-Friendly status is to encourage the adoption of age-friendly policies and practices in all sectors. Through the Age-Friendly framework established by the World Health Organization and AARP, Massachusetts is committed to ensuring that our cities and towns are great places to grow up and grow old together.

I propose that Natick seek Age-Friendly status in Massachusetts and ask the Council on Aging Department and Council on Aging Board to take the lead to advise the Board of Selectmen on the steps that are needed to become a certified Age Friendly community.

4. Charters Adoption and Amendment

Addressed not only process for Charter adoption and amendments discussed the differences between Town Manager and Town Administrator forms of government in Massachusetts.

Practical issues for a review of governance. Questions:

What's working and what's not? Review operational issues- who has what responsibilities? Are there proper checks and balances? Who is responsible to who? Who can make policies? Who makes personnel decisions? Who is appointed and who is elected?

5. Assessors Actions That Make A Difference

Cities and Towns rely on property taxes to support municipal and school budgets and capital projects.

Beyond ensuring property values are fair and tax bills are accurate, assessors manage exemptions and abatements and impact municipal finance decisions.

Financial Planning /Budget Forecasting, Tax Revenue Projections

Valuation, Negotiations for Solar Pilots

Update and manage coordinates (Loc ID's) in our system for E911

Publish City Maps for GIS and other Spatial Data Projects

Accurately Maintain Valuation, Ownership, and Building Data for Use in 3rd Party

Software like MLS, The WarrenGroup, Zillow, and Realtor.com

Schedule Aerial Photography

- 6. Proactive and Practical Steps to Reducing Municipal Cyber Risk
- 7. Making Social Media Work or You
- 8. Shining A Light on the Public Records Law
- 9. Facilities Management Best Practices Can Help Your Bottom Line

10. Recognizing and Responding to Opioid Issues in the Municipal Workforce and Your Community

- 11. Public Right-of-Way Access: A Changing Regulatory Field
- 12. Boosting Engagement in Municipal Boards and Committees
- 13. Growing Pains: Municipal Best Practices for the Marijuana Industry
- 14. Attracting and Keeping Visitors Downtown

Susan G. Salamoff, Vice Chair Natick Board of Selectmen

ITEM TITLE: West Natick Fire Station Update ITEM SUMMARY:

ATTACHMENTS:

Description Memo-M. Hickey **Upload Date** 1/29/2019



West Natick Fire Station - key upcoming dates

3 messages

Michael Hickey <mhickey@natickma.org>

Wed, Jan 23, 2019 at 8:43 PM

To: Melissa Malone <mmalone@natickma.org>, "Bill Chenard," <chenard@natickma.org>, John Townsend <jtownsend@natickma.org>, Amy Mistrot <amistrot@natickma.org>, Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>

Good evening, all. I wanted to provide a brief update on tonight's WNFS Building Committee meeting - particularly some key upcoming dates. I might suggest that the Administration calendar these dates now so they're on our mind as the formal BOS role in the bid process approaches.

First, a quick update on tonight's highlights:

Tonight, the Committee approved two (2) motions:

(1) to approve a slate of general contractors (GCs) and pre-filed sub-bidders (subs) which had been proposed by a subcommittee of the Committee tasked with reviewing prequalification submittals, calling references, scoring submittals, etc. So, there are now a total of 101 approved GCs and subs. (Note that there are not 101 separate entities - in some cases the same entity shows up on more than one list - for example, XYZ Corp. might have submitted for pre-qual approval as both a GC and one or more subs.

(2) to authorize Tectonic to put the Fire Station project out to bid.

Upcoming dates:

1/30/19 - The project will be put out to bid and is anticipated to post to the General Regiser on this date.

2/20/19 - Filed sub-bids due. This won't trigger a need for a Committee meeting unless Tecton sees the sub-bid figures as "scary high".

3/6/19 - GC bids due. The Committee will meet that night for what will be an important meeting to review bids and, presumably, approve a GC.

Generally speaking, my understanding is that the Board of Selectmen has 30 days to award a contract, but possibly 45 days if there are issues. I didn't write fast enough to be clear on what may lead to a 45 day scenario, but for now it seems the safe bet is to plan on the likelihood of having to award a contract in the late March/very early April timeframe - i.e., no later than 30 days from 3/6/19.

Thanks, Mike

Amy Mistrot <amistrot@natickma.org> To: Michael Hickey <mhickey@natickma.org> Thu, Jan 24, 2019 at 9:50 AM

Cc: Melissa Malone <mmalone@natickma.org>, "Bill Chenard," <chenard@natickma.org>, John Townsend <jtownsend@natickma.org>, Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil cponeil@natickma.org>

Thanks Mike. Great update. I would like to schedule this as a BOS Update on the 2/4 agenda. Are you comfortable if we post this email as written context?

Jon - is there a similar update on KMS such that we can give equal air time to that large project as well? [Quoted text hidden]

Cc: Melissa Malone <mmalone@natickma.org>, "Bill Chenard," <chenard@natickma.org>, John Townsend <jtownsend@natickma.org>, Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>

Thanks. That's fine with me. The firm is Tecton, not Tectonic. sorry - that was autocorrect. Also, a typo in "Register". [Quoted text hidden]

ITEM TITLE: Approve Banner Request: American Cancer Society Relay for Life (5/28-6/9/19) **ITEM SUMMARY:**

ATTACHMENTS: Description Request

Upload Date 1/29/2019

January 18, 2019

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

Dear Board of Selectmen:

The American Cancer Society's Relay for Life event to be held on June 8, 2019 is requesting that we please be allowed to hang our banner over Route 27 beginning May 28, 2019(as May 27 is Memorial Day) and ending on June 10, 2019. This represents the two weeks leading up to the event.

There are new procedures in place at the American Cancer Society regarding Certificates of Insurance. The American Cancer Society now inserts the specific dates on the Certificate. As soon as I hear from the Board of Selectmen regarding our banner request, I will then get the Certificate and forward.

I would appreciate that all correspondence be directed to Melissa Oliver, American Cancer Society, 3 Speen Street, Framingham, MA 01701. Melissa's email is <u>melissa.oliver@cancer.org</u>. As well, it would be great if I could get notified as well at 2 Townsend Circle, Natick, MA 01760 as a cc. As noted, mailing addresses are shown but if it would be easier, email notification is fine.

Also, the event is back in Natick this year. We will have a smaller tent this year, as agreed with the Natick DPW and School Departments. Our large tent will be 20x20 and not the usual 40x40. We have had to get a permit for the larger tent – let us know if we would still need one for the smaller. The Selectmen have been very kind in waiving any fees and if we do need a permit, I am hoping the same can be done again for this year.

If you have any questions, please do not hesitate to call me at 508-652-0828 or to email me at <u>breese@primetouch.net</u>.

I thank you for all your help in these matters.

Yours truly, Brendan P. Reese Logistics, American Cancer Society, Relay for Life

Banner over Rt 27

6 messages

Brendan Reese <breese@primetouch.net> To: Patricia O'Neil <poneil@natickma.org>

Patricia,

Please see the attached - for permission to hang our Relay for Life banner across Rt 27 - as well as questions regarding our tent.

Let me know of any questions.

Thanks and we appreciate all the help.

Brendan Reese Logistics, American Cancer Society, Relay for Life

BK

Patricia O'Neil Poneil@natickma.org>To: Brendan Reese <breese@primetouch.net>

Tue, Jan 22, 2019 at 12:39 PM

Brenda, we will include this request on an upcoming agenda. I see that you requested two full weeks. I've penciled you in for the two weeks (pending Board approval, of course) but I wanted to let you know that it is the Board's policy that should another entity request one of those weeks, you would be asked to give up a week, keeping the week of your choice. Please let me know which week you would prefer to keep should that occur so that I can make note of it on my calendar. Thanks. [Quoted text hidden]

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

Brendan Reese <breese@primetouch.net> To: Patricia O'Neil <poneil@natickma.org> Tue, Jan 22, 2019 at 12:51 PM

Patricia,

Great - thanks for getting back. Preference would be the week directly before Relay for Life - the week including June 8.

Brendan

[Quoted text hidden]

GMail[®]

Fri, Jan 18, 2019 at 1:06 PM

Brendan, I noted that your request states that the event will be held in Natick this year. I understand you have worked with the DPW and the School Department. Where exactly is the event being held? Is it being contained to a certain area or will you need a parade permit, i.e., will the event take place on any public roadways?

[Quoted text hidden]

Brendan Reese <breese@primetouch.net> To: Patricia O'Neil <poneil@natickma.org> Tue, Jan 29, 2019 at 10:36 AM

Patricia,

No nothing like that - it is back at the High School Football field and track facility. All will take place there - as we always have.

Brendan

[Quoted text hidden]

Patricia O'Neil cponeil@natickma.org>
To: Brendan Reese <breese@primetouch.net>

Tue, Jan 29, 2019 at 10:39 AM

Alright, thanks very much. [Quoted text hidden] **ITEM TITLE:** Approve Banner Request: The Elizabeth Schickel Foundation Maverick 5K (4/8-4/21/19)

ITEM SUMMARY:

ATTACHMENTS:

Description

Request Brochure **Upload Date** 1/29/2019 1/29/2019 **Type** Cover Memo Cover Memo



Maverick 5K Banner and ESF details

1 message

EDWARD MCAULIFFE <mcauliffe1000@comcast.net> Reply-To: EDWARD MCAULIFFE <mcauliffe1000@comcast.net> To: poneil@natickma.org, poneil@natickma.gov Tue, Jan 22, 2019 at 10:19 AM

Hi Trish,

It was nice to see you last week in your office when I dropped off the brochure detailing the mission of The Elizabeth Schickel Foundation. The Schickels have 7 children and are a Natick family. They were and still are quite involved in Natick sports, Saint Patrick's Church, etc...

The Maverick 5K will be held on Sunday, May 5th at 9am in Medfield. Thank you so much for allowing the banner to be hung last year. It was a great way to display the details of the race. We are so grateful to have one week tentatively set aside to have the banner hung over downtown. The week of April 8th has been penciled in and the week of April 15th hopefully will remain open as well.

Please let me know if you need any additional information. Keep warm!!

Sincerely,

Anne McAuliffe

(of behalf of the Elizabeth Schickel Foundation)

PS Artie Fair can send over the indemnification agreement ASAP if this is approved. Thank you!

elizabethsstory

AN EXTRAORDINARY GIRL

To encapsulate, with mere words, Elizabeth Schickel's life-who she was,

how far she went out of her way to show kindness to others, how tenacious she was as an athlete,

how her tremendous drive translated to all aspects of her life, how perhaps her most extraordinary attribute of all was her faith-is an impossible undertaking.

But Elizabeth was so beloved and admired that it's a task everyone who encountered her feels compelled to try.

AN INFECTIOUS ZEAL

Elizabeth Mary Clare Schickel, the fifth of Abe and Kathy Schickel's seven children, was born on May 2, 1998. From the get-go, she possessed an infectious zeal for running and playing with her siblings and friends. Her fiery, competitive nature and God-given speed joined forces to make her an incredible athlete. Many opponents would think to themselves, in awe, "who is this small, skinny girl running circles around us?!"

GRATITUDE AND COMPASSION

Soon after her diagnosis, Elizabeth underwent major surgery to remove her brain tumor. When she awoke, her first thoughts turned toward others. She immediately thanked the nurses who were caring for her. Two days later, Elizabeth wanted to make a get-well card for her hospital roommate. Upon realizing she could no longer write, she dictated the words to her sister. Still, she insisted on signing the card with her own unsteady hand.

UNSHAKEABLE FAITH

A typical teenage girl who loved music and her friends, Elizabeth also loved God, and her overflowing, genuine kindness stemmed from an unshakeable Catholic faith. Elizabeth once said to her dad, "But now I have hope! That Jesus will take care of me. Not that he will cure me...that he will take care of me."

A LEGACY WITH HEART

Elizabeth was called home to God on February 12, 2014, one year after being diagnosed with a Glioblastoma Multiforme. Elizabeth's faithful spirit, sheer joy and way of loving God and those around her with all her heart, leaves an extraordinarily moving legacy.

Do you reflect Elizabeth's spirit in your life? Share your story with us on social media by using the hashtag **#WithAllYourHeart**

WAYS TO GIVE

Your generous support enables us to carry on Elizabeth's legacy by supporting educational and formational initiatives that encourage people to live lives of character...with all their hearts. To make a donation, please visit **ElizabethSchickelFoundation.org**



CONTACT US

The Elizabeth Schickel Foundation Info@ElizabethSchickelFoundation.org ElizabethSchickelFoundation.org



The Elizabeth Schickel Foundation

@elizabethschickelfoundation

#WithAllYourHeart





WHO WE ARE

stablished in 2015, The Elizabeth Schickel Foundation, a nonprofit, 501(c)(3), was created to honor the extraordinary spirit of Elizabeth Schickel, an inspiring young woman who was called home to God after a year long battle with brain cancer. Living a life of exceptional kindness, faith-filled understanding and courage beyond her years...Elizabeth did everything with all her heart.

WHO WE SUPPORT

THE ELIZABETH SCHICKEL SCHOLARSHIP

Montrose School honors Elizabeth's legacy as an outstanding student and classmate with the Elizabeth Schickel Scholarship, a \$5,000 renewable, fouryear scholarship which enables young women to experience the Montrose education Elizabeth so cherished.











MONTROSE SCHOOL LIFECOMPASS CHARACTER & LEADERSHIP INSTITUTE



The LifeCompass Institute offers educational information, lectures and programs on character education for parents and educators in the Montrose community and beyond.

MISSION STATEMENT

Inspired by a courageous young girl and the many ways she loved God, family and neighbor with all her heart, The Elizabeth Schickel Foundation supports initiatives that build character and virtue.

ELIZABETH SCHICKEL NURSERY SCHOOL, UGANDA



Established in 2016 in Buchunya, Uganda, Africa, the Elizabeth Schickel Nursery School is now home to nearly 100 smiling students ages 4-6. Funds will be used to enhance the school's facilities and increase educational opportunities.

JOIN US

MAVERICK 5K & PANCAKE BREAKFAST



In honor of Elizabeth's favorite pastime, the annual Run Like a Maverick 5K features a road race, kid's run, pancake breakfast and fun for the whole family! For more information or to become a sponsor, please visit Maverick5K.com



THE LAWN PARTY

This annual fall gathering at Abe and Kathy Schickel's family home honors and celebrates Elizabeth's life and legacy. Join us for a night of live music, cocktails and hors d'oeuvres. Visit TheLawnParty.org for more information.



ITEM TITLE: Approve Banner Request: Natick Artists Open Studios (10/14-10/20/19) ITEM SUMMARY:

ATTACHMENTS: Description Request

Upload Date 1/29/2019



February, 2019

Dear Natick Selectmen,

I am writing to request permission for the Natick Artists Open Studios banner be hung across Main Street from October 14 thru October 20st, 2019.

This would remind the public about the free 2 day art event in our community. The event is 11am to 5 pm on both Saturday and Sunday, October 19 & 20.

This event is free to the public and will highlight the variety and quality of art creators in our community.

We are also requesting the closing of Adams Street from 9 am to 5 pm in order to provide music and outside art during the event. This will be coordinated with Lt. Lauzon for the safety of all participants.

Thank you for your consideration and support of our growing art community.

Sincerely,

Debra Sayre Natick Artists Open Studios Committee 43 Main Street, Natick, 01760 ITEM TITLE: Accept Resignation of Janice Henderson from The Cochituate Rail Trail Advisory Committee

ITEM SUMMARY:

ATTACHMENTS: Description Resignation

Upload Date 1/31/2019

January 30, 2019 Natick Board of Selectmen Natick Town Hall 13 East Central Street Natick, MA 01760

RE: Cochituate Rail Trail Advisory Committee (CRTAC) Resignation

Dear Ms. Mistrot and Members of the Board,

I have very much enjoyed being a part of the CRTAC over the past 10 years. During that time I have served as a Member-at-Large, including a period as Chair, and have been Clerk since August, 2014.

As the project has been awarded and the work is now transitioning from planning to construction oversight, maintenance and management, it is a good time for me to explore other opportunities. I may work with the Friends of Natick Trails as they undertake to provide sponsorship opportunities on the CRT.

I have truly enjoyed this opportunity to serve the Town of Natick. I and am very much looking forward to the opening celebrations of the new multi-use path!

With kind regards,

Janice Henderson

34 North Main Street.

Natick, MA

ITEM TITLE: Correspondence 2/4/19 ITEM SUMMARY:

ATTACHMENTS:

Description Correspondence 2/4/19 **Upload Date** 2/4/2019





January, 2019

Dear Friend,

On Wednesday, March 14th the Natick Service Council (NSC) will be hosting its 8th Annual "Neighbors Helping Neighbors" Telethon which will be broadcast live on the public access TV channels. This is a wonderful LIVE community event that brings together local talent to support our neighbors in need. Last year's event raised over \$43,000 and viewers tuned in to watch a variety of groups including the Natick Drama Workshop, School of Rock and Stacey Peasley & Friends. This year, we are committed to making it an even bigger success and I'm hoping you will help.

Enclosed you will find the sponsorship package highlighting the many options available for your consideration, including the opportunity to promote your business on live TV to Natick residents. All funds raised from the Telethon will directly impact our less fortunate neighbors with food security, direct financial assistance for heat and rent, job placement and much more. From helping Natick families stay warm and safe in their own homes to helping feed families, your donation and support is so important. For many Natick families, the difference between a temporary setback and permanent hardship is your support!

Thank you for your consideration and we hope you will tune in and join us for this important event. If you have any questions or would like to visit us and see firsthand the difference your gift will make, please contact me directly at Lmann@NatickServiceCouncil.org or 508-655-1791.

Sincerely,

Guren Mann

Lauren Mann Director of Development & Outreach Natick Service Council, Inc. 508-655-1791, ext. 20



Wednesday March 13th, 6-9pm "Live on Pegasus"

Natick's local cable access channel - Comcast 99/ RCN 3 / Verizon 29 - followed by repeated broadcasts STREAMING LIVE ONLINE for viewing by non-Natick residents NatickServiceCouncil.org

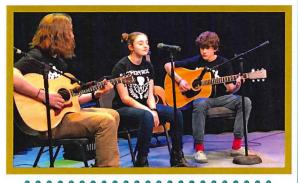
HELP OUR NEIGHBORS IN NEED

BY SUPPORTING THE TELETHON, YOU WILL BE HELPING OVER 700 NATICK FAMILIES WITH:

- Food security through our Heart Health Food Pantry
- Direct financial assistance to help prevent families from losing their homes
- Career development and job placement
- After school programs and backpacks full of back-to-school supplies
- Holiday meals and holiday gifts to children, teens and elders







For many Natick families, the difference between a temporary setback and permanent hardship is your support!

"Our lives changed in a minute and we did not know where to turn. Thankfully, NSC was there for us. We are able to use the food pantry and they helped with rent so we could stay in our home." -NCS client

"I was working and going to school, but I still fell behind on my bills. It was either buy food for my family or pay the rent, but I couldn't do it all. Fortunately, NSC helped me with food and rent so we wouldn't get evicted. I was able to continue with school and just got a big promotion at work!"

-NCS client

Questions? Contact Lauren Mann, Director of Development at 508-655-1791 or LMann@NatickServiceCouncil.org

SPONSORSHIP PACKAGES

Event Sponsor - \$7,500 Exclusive, only 1 available

- Logo on 100 lawn signs strategically placed throughout Natick
- Food Pantry Sponsor of the Month for a month of your choice
- Logo on air during the live television broadcast
- Logo on banner on display during Telethon
- Logo on Membership Mailing sent to over 15,000 Natick Residents
- Logo on all Telethon promotional materials
- On-air check presentation
- Pre-recorded PSA showcasing your involvement & generous support for NSC

Platinum Sponsorship - \$5,000 ("Housing Sponsor")

Will help keep 10 families in their homes and prevent them from being evicted or becoming homeless

- Logo on banner during Telethon
- Logo on all Telethon promotional materials
- On-air check presentation
- Pre-recorded PSA showcasing your involvement & generous support for NSC

Silver Sponsorship - \$1,000 ("Fuel a Family Sponsor")

Will provide home heating fuel to keep a family warm this winter

- · Logo and/or name on all social media sites
- Logo and/or name on crawl bar during Telethon

Gold Sponsorship - \$2,500 (12 available) ("Food Pantry Sponsor")

BRIGHAM-GIL

BYSLEB JEEP DODGE BAN

Will help to fund our food pantry for a month, which provides food to 240 families

- You'll have additional visibility at our
 Pantry during your month of sponsorship
- Logo and/or name on website & social media
- On-air check presentation

Bronze Sponsorship - \$300 ("Send a kid to Camp Sponsor")

Will send a child to summer camp

 Name and/or logo on crawl bar during live broadcast

Yes! My Organization would like to Support Natick Service Council by being a _____ Level Telethon Sponsor!

Nume.		-1
Organization:	Address:	·
City:	State: Zip: _	
Phone:	Email:	
PLEASE NOTE: To be included in must be received by March 1st.	promotional materials and to have PSA record	
5 5	at to Lauren Mann at LMann@NatickServiceCouncil.org	Natick Service Council, Inc
DONATE ONLINE at NatickSer or MAIL CHECK to: Natick Servi	ce Council, 2 Webster Street, Natick MA 01760, A	
Questions? Contact Lauren Ma	ann, Director of Development at 508-6	655-1791 or LMann@NatickServiceCouncil.org

xfinity

January 14, 2019

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

Re: International Package Update

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed of Xfinity TV changes. As we had informed you in December, Star India, the owner of Indian television channels, announced that it would no longer be offering its programming to Comcast and other video programming distributors in the Unted States effective January 5, 2019. As a result, Comcast no longer has the rights to carry the Star networks which has resulted in changes to our International Hindi selections as provided below.

The following International services and/or packages are no longer available:

- Star India Gold
- Star Bhart (One)
- Star Bhart (Star One)
- Star India News
- Star India Plus
- Vijay
- Tamil: Vijay
- Desi 3 Pack: Zee, Star India Plus and Xfinity TV Latino
- Desi 4 Star Pack: Star India Plus, Star Bharat (Life OK), ABP News, Star India Gold

The following Hindi packages included the Star channels that we no longer have the rights to carry. As a result, we have removed the Star channels and adjusted the package name and price as follows:

Old Package Name	Old Price	NEW Package Name	New Price
Hindi 2 Pack	\$24.99	Zee TV: Hindi	\$14.99
Hindi 3 Pack	\$29.99	Hindi 2 Pack: Zee TV, SET Asia	\$24.99
Hindi 8 Pack	\$34.99	Hindi Pack: Zee TV, SET Asia, TV Asia, NDTV 24x7, NDTV Good Times	\$29.99
Hindi 10 Pack	\$49.99	Hindi Plus Pack: Zee TV, SET Asia, TV Asia, NDTV 24x7, NDTV Good Times	\$39.99

The following Hindi packages, while no longer available for new subscriptions, included the Star channels that we no longer have the rights to carry. As a result, we have removed the Star channels, adjusted the package name and, in most cases, adjusted the package price as follows:

Old Package Name	Old Price	NEW Package Name	New Price
SET Asia, Star India Plus	\$14.99	SET Asia	\$14.99
Zee TV, Star India Plus	\$24.99	Zee TV: Hindi	\$14.99
Desi 4 Pack: Zee TV, SET Asia, Star India Plus, Star Bharat (Life OK)	\$32.99	Hindi 2 Pack: Zee TV, SET Asia	\$24.99
Desi 4 Pack: Zee TV, SET Asia, Star India Plus, TV Asia	\$32.99	Desi Pack: Zee, SET Asia, TV Asia	\$26.99
Desi 4 Pack: Zee TV, <i>Star India Plus</i> , TV Asia, Willow	\$32.99	Zee TV, TV Asia & Willow	\$26.99
Desi 4 Pack: Zee TV, <i>Star India Plus,</i> SET Asia, Willow	\$29.99	Zee TV, SET Asia, Willow	\$26.99
Desi 5-Pack: Zee TV, <i>Star India Plus,</i> SET Asia, TV Asia, Willow	\$32.99	Desi Pack w Willow: Zee TV, SET Asia, TV Asia, Willow	\$29.99
Desi Mega Pack: Zee TV, Star India Plus, SET Asia, TV Asia, Star Bharat (Life OK), ABP News, Star India Gold	\$42.99	Desi Mega Pack: Zee TV, SET Asia, TV Asia, ABP News	\$29.99
Desi Mega Pack: Zee TV, Star India Plus, SET Asia, TV Asia, Star Bharat (Life OK), ABP News, Star India Gold, Willow	\$42.99	Desi Mega w Willow: Zee TV, SET Asia, TV Asia, ABP News, Willow	\$34.99
Desi Mega & Willow: Zee TV, Star India Plus, SET Asia, TV Asia, Star Bharat (Life OK), ABP News, Star India Gold, Willow	\$42.99	Desi Mega w Willow: Zee TV, SET Asia, TV Asia, ABP News, Willow	\$34.99
Desi Mega & Willow Plus: Zee TV, Star India Plus, SET Asia, TV Asia, Star Bharat (Life OK), ABP News, Star India Gold, Willow	\$42.99	Desi Mega w Willow: Zee TV, SET Asia, TV Asia, ABP News, Willow	\$34.99

Customer accounts for those receiving any of the above services were automatically updated on January 5, 2019. Customers affected by these changes received notice via a direct mail letter.

Please do not hesitate to contact me at 508-647-1418 should you have questions.

Very truly yours,

Greg Franks

Greg Franks, Sr. Manager Government Affairs

corresp.



The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES STATE HOUSE, BOSTON 02133-1054

> Committees on: Chairman, House Committee on Post Audit & Oversight

DAVID PAUL LINSKY REPRESENTATIVE 5TH MIDDLESEX DISTRICT NATICK - SHERBORN - MILLIS

STATE HOUSE, ROOM 146 TEL. (617) 722-2575 Fax (617) 722-2238 David.Linsky@MAhouse.gov

January 16, 2019

Barry Lorion District 3 Highway Director Massachusetts Department of Transportation 403 Belmont Street Worcester, MA 01604

Re: Spring Street Bridge, Natick

Dear Director Lorion,

I am writing on behalf of the Natick Board of Selectmen and their request that the pedestrian and bicycle connection be preserved at the Spring Street Bridge in Natick Center. This bridge acts as a pedestrian route across the train tracks that separate Natick Center into north and south parts and supports an 8 inch town water main.

I ask that MassDOT inform the Natick Board of Selectmen of any potential plans to remove the current bridge and consider discussing potential replacement options.

Sincerely,

David P. Linsky State Representative Fifth Middlesex District

CC: Amy Mistrot, Natick Board of Selectmen, Chair