NATICK BOARD OF SELECTMEN
AGENDA
Edward H. Dlott Meeting Room
Monday, August 19, 2019
6:00 PM

Agenda Posted Thursday, 8/15/19 at 5:20 p.m.

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

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

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

   A. 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: E.L. Harvey

   B. Approve Executive Session Meeting Minutes - 8/5/19 and 8/12/19

3. 6:20 RECONVENE OPEN SESSION
4. ANNOUNCEMENTS

   A. Downtown Fire Updates

   B. Natick Army Labs Command Team

   C. Natick Days

   D. CRT Announcement-Closed During Construction

   E. Camp Arrowhead: Adaptive Kayaking Event

   F. Natick Mall: "Hidden in Plain Sight" Initiative

   G. Middlesex Path Dog Park: Groundbreaking

5. 6:35 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. 6:45 REQUESTED ACTION

   A. Supervisor of Land and Natural Resources: Appeal Objection to the Removal of Public

Shade Trees along Strafford Rd and Drury Lane

B. Public Hearing: Eversource Grant of Location

C. Public Hearing: Residence Inn Application for an Alteration of Premises for an S12 All Alcohol On-Premises License

D. Residence Inn: Applications for an Innholders Common Victualer's License and Entertainment License

E. Cheesecake Factory: Change in Manager for an S12 All Alcohol On-Premises License

7. 7:30 APPOINTMENTS

A. Michael Projman: Interview for Appointment to the Historical Commission

B. Grace Keeney: Interview for Appointment to the Cultural Council

C. Appoint Lead Records Access Officer ("Super RAO")

8. 7:45 BOARD OF SELECTMEN UPDATES

A. Deputy Town Administrator/Operations and Recreation and Parks Director: Playground Condition Report

B. West Natick Fire Station: Asbestos/Construction Update

C. Adult Use Marijuana Regulations: Update

9. 8:15 DISCUSSION AND DECISION

A. Sign the 2019 Fall Annual Town Meeting Warrant

B. 22 Pleasant Street: Collaboration Among Town of Natick's Boards

C. Refer 2019 Fall Annual Town Meeting Zoning By-law Amendment Articles to the Planning Board

10. 8:25 SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

11. CONSENT AGENDA

A. Confirm Town Administrator's Appointments to the Commission on Disability

a. Aaron Spelker
b. Amanda Hsiao

B. Accept Resignations from the Cultural Council

a. Raffaella Torchia
b. Beverly Klau

C. Approve Application for One-Day Alcohol License: Cystic Fibrosis Foundation/The Joey Fund - 10/27/19

D. Approve Common Victualer's Application for Tous les Jours Contingent Upon BOH/Bldg Dept Approvals and Required Permits

E. Approve Circular Ave Block Party on 9/14/19

F. Approve Millbrook Road Block Party on 9/21/19

G. Approve Morningside Ave Block Party on 9/14/19 (RD: 9/21/19)

H. Approve Use of Town Common: Natick Center Cultural District - "We Burn Brighter" Sign Board

I. Approve Use of Town Common: Common Street Spiritual Center - Multi-Faith Music Festival on 10/5/19

J. Approve Southern New England Bicycle Ride on 8/25/19

K. Approve Request for Exemption from Town By-Laws Chaper 41, Section 4: John DeVroude - ASAP Program Staff / Recreation Leader/Counselor

L. Approve Sustainablity Committee's Request to Accept Donation from Natick Center Associates

M. Approve Meeting Minutes - 7/10/19 and 8/12/19

12. TOWN ADMINISTRATOR NOTES

13. SELECTMEN'S CONCERNS

14. CORRESPONDENCE

A. Correspondence 8/19/19

15. ADJOURNMENT

NEXT MEETING DATES: Tue., 9/3; Mon., 9/16; Tue., 10/1

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

Meeting recorded by Natick Pegasus

ITEM TITLE: Downtown Fire Updates

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Update-M. Malone	8/19/2019	Cover Memo

TOWN OF NATICK
MASSACHUSETTS

MELISSA A. MALONE
TOWN ADMINISTRATOR

Memorandum

To: Board of Selectmen

From: M.Malone

cc: B. Chenard, J. Townsend, Chief Hicks, Lt. Lauzon, D. Gusmini, J.Marsette

Date: August 17, 2019

Re: Fire Debris & Encroachment of public sidewalk – 1 South Main Street

---

Immediately after the fire (July 22, 2019) the BOS approved the encroachment of a construction fence in the area adjacent to the fire site to ensure the safety of the public.

DPW, Police, and our Building Commissioner have been in close contact with the building owner and working to ensure the public area around the site remains safe and as clear as possible for pedestrians. On August 21, 2019 (in the evening), the current fence is scheduled to be removed and capping of utilities will be completed. Then on Thursday, August 22, 2019, a new fence will be installed and there will be at least a five-foot wide sidewalk around the perimeter. The fence may need to be anchored to the sidewalk, however, a 5 feet wide distance will be provided. Additionally, the owner is aware he may place a scrim on the fence to minimize the visual impact to the area.

At this time, the Commonwealth's fire investigation remains open but the site has been released to the owner. Numerous insurance companies are working to complete their investigations and we do not have a firm date when the actual debris will be removed from the site. I will apprise you as further information becomes available.

ITEM TITLE: Natick Army Labs Command Team

ITEM SUMMARY:

ITEM TITLE: Natick Days

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Natick Days Info	8/19/2019	Cover Memo

natick days community festival

Natick Days is an annual festival celebrating our community by providing an opportunity for Natick youth groups and non-profit organizations to increase visibility for the great work they do. It's a Natick tradition that highlights the work of the service organizations and volunteers that make the Town of Natick such a great place to live, work and play.

Natick Days will be held on Saturday, September 7th, 2019 from 10:00 am - 3:00 pm.

ITEM TITLE: CRT Announcement-Closed During Construction

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Announcement	8/9/2019	Cover Memo

Patricia O'Neil <poneil@natickma.org>

Re: CRT announcement (web site and meeting)

1 message

Jonathan Freedman <jfreedman@natickma.org> Thu, Aug 8, 2019 at 10:39 PM
To: Josh Ostroff <jostroff@t4ma.org>, Patricia O'Neil <poneil@natickma.org>
Cc: Kathy Lentini <klentini@natickma.org>, Michael Hickey <mhickey@natickma.org>, Melissa Malone <MMalone@natickma.org>

Thanks Josh.

Trish, please add to the Announcements for the next few BOS meetings.

Kathy, can you add this to the web site?

Thanks,

Jon

Jonathan Freedman
Clerk, Board of Selectmen
Chair, Financial Planning Committee
Chair, Audit Advisory Committee
Vice Chair, KMS Building Committee

On Thu, Aug 8, 2019, 6:01 PM Josh Ostroff <jostroff@t4ma.org> wrote:

> Thanks! Any questions, please let me know.
>
> CRT ANNOUNCEMENT
>
> For safety reasons, the Cochituate Rail Trail will be closed to the public for the duration of construction. Please do not enter upon the CRT until the project is complete, or until an announcement has been made from MassDOT or the Town of Natick that the trail is open.
>
> This decision is a change from the previous plan to open sections of the trail between August and October. This decision was made by the project contractor and MassDOT because of frequent use by the public of sections that are closed, and the concern that opening and closing the trail is leading to public confusion. In addition, the project team has determined that recent clearing of vegetation has left the trail surface in an unsafe condition.
>
> The Town will continue to share construction updates at natickma.gov/crt. Thank you for your cooperation.
>
> Josh Ostroff
> Partnerships Director, Transportation for Massachusetts
> 508 654-3330
> jostroff@t4ma.org

ITEM TITLE: Camp Arrowhead: Adaptive Kayaking Event

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Flyer	8/14/2019	Cover Memo

dcr
Massachusetts

Universal Access Program

All Out Adventures
outdoor recreation for people of all abilities

Veterans Adaptive Kayaking Event

Camp Arrowhead

1055 Worcester St. in Natick

DCR's Universal Access Program, in partnership with **All Out Adventures**, is hosting an adaptive kayaking event at Camp Arrowhead for veterans. We invite vets of all abilities to join us for an afternoon paddle and picnic outdoors. Adaptive equipment and staff are on-site to assist people of all abilities enjoy a relaxing paddle on Lake Cochituate. Equipment, instruction, support, and life jackets are provided.

Pre-registration is required. Please call to reserve your kayaking session!

Wednesday, August 28th from 11 a.m.–3 p.m.
Call All Out Adventures at (413) 584-2052 to register!

For more information on accessible recreation opportunities in Massachusetts state parks, visit **www.mass.gov/dcr/universal-access** or call (413) 545-5760

ITEM TITLE: Natick Mall: "Hidden in Plain Sight" Initiative

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Flyer	8/16/2019	Cover Memo
Media Advisory	8/16/2019	Cover Memo

SPECIAL EXHIBIT | UPPER LEVEL OF NATICK MALL (NEAR LORD & TAYLOR)

HIDDEN IN PLAIN SIGHT

AN INITIATIVE TO HELP PARENTS SPOT SIGNS OF RISKY BEHAVIOR

Would you recognize signs of youth alcohol or drug use in your home?

This free, interactive display of a teenager's bedroom contains items that could signal that a young person might be involved in risky activities. Parents can learn how to spot warning signs and get tips for communicating with their teens.

SEPTEMBER 10TH-26TH

EXHIBIT IS FOR AGES 21+

MONDAYS, WEDNESDAYS & FRIDAYS: 10AM-2PM

TUESDAYS & THURSDAYS: 4PM-8PM

SATURDAYS & SUNDAYS: 12PM-4PM

Natick 180 — Your community resource for addiction education, prevention & recovery.

NATICK COLLECTION

SOAR NATICK

Wegmans

ASHLAND'S DAFT — DECISIONS AT EVERY TURN COALITION

FRAMINGHAM MASSACHUSETTS

HOLLISTON DRUG & ALCOHOL AWARENESS COALITION

HUDSON YOUTH Substance Abuse Prevention

METROWEST CAN — CARING ADULTS NETWORK

UPPER SHERBORN REGIONAL SCHOOL DISTRICT

Framingham FORCE — Fostering Opioid Recovery, Compassion & Education

Hopkinton Organizing for Prevention — A community-wide collaboration in preventing substance use and abuse.

MCAP — MEDFIELD CARES ABOUT PREVENTION — A Culture of Safety

KICK OFF CELEBRATION

TUESDAY, SEPTEMBER 10TH

9AM - 11AM

OPEN TO THE PUBLIC!

NORTHBOROUGH SOUTHBOROUGH Substance Abuse Prevention Coalition

WYFS — Westborough Youth & Family Services

WAYLANDCARES — helping youth make healthy decisions

Additional support made possible by the MetroWest Substance Awareness Prevention Allaiance and the Massachusetts Opioid Addiction Prevention Collaborative.
Generous funding made possible by the Drug-Free Communities Support Prgoram, through the US OFfice of National Drug Control Policy.

NATICK BOARD OF HEALTH
13 East Central Street
Natick, MA 01760
508-647-6460 Fax 508-647-6466

Natick 180
Your community resource for addiction education, prevention & recovery.

Media Contact:
Katie Sugarman, MA, CPS
Phone: (508) 641-6623
Email: csugarman@natickma.org
https://www.natickma.gov/

Media Advisory

Hidden in Plain Sight: Spot Risky Behaviors at Natick Mall
A Community Initiative to Help Adults Recognize Signs of Youth Substance Use

WHAT: The Hidden in Plain Sight initiative helps parents and other caring adults spot signs of risky behaviors using an interactive display of a teen or young adult's bedroom. Specially trained volunteer "tour guides" from MetroWest community coalitions will walk participants through the display, providing education about adolescent development and common signs of substance use.

This exhibit encourages parents and other caring adults to communicate with young people about their lives, their relationships, and their emotional wellness because a strong relationship between a young person and a caring adult can be a powerful protective factor to prevent substance use.

The initiative is sponsored the Town of Natick, the Natick 180 Coalition, Natick Mall, SOAR (Supporting Outreach & Addiction Recovery) Natick, Wegmans Natick, Ashland's Decisions at Every Turn Coalition, Dover & Sherborn Regional School District, Framingham Health Department, Framingham FORCE (Fostering Opioid Recovery, Compassion & Education), Holliston Drug & Alcohol Awareness Coalition, Hopkinton Organizing for Prevention, Hudson Youth Substance Abuse Prevention, Medfield Cares About Prevention, MetroWest Caring Adults Network, Northborough & Southborough Substance Abuse Prevention Coalition

WHY: The Commonwealth of Massachusetts is in the midst of an opioid epidemic, with an estimated 2,033 opioid related deaths in 2018 and an estimated 497 opioid related deaths between January and March 2019.*

Studies have shown that youth use of substances like alcohol, marijuana and prescription pain medication is associated with increased risk of addiction to heroin and other opioids.

WHEN: Hidden in Plain Sight is open to the public September 10th-September 26th.

- Mondays, Wednesdays and Fridays: 10:00 AM-2:00 PM
- Tuesdays and Thursdays: 4:00 PM-8:00 PM
- Saturdays and Sundays: 12:00-4:00 PM

Kick-off celebration will occur at the display Tuesday, September 10th, 9:00 AM-11:00 AM. (Speakers TBA)

WHO: Hidden in Plain Sight is open to all members of the public over the age of 21.

WHERE: Natick Mall, 1245 Worcester Street, Natick, MA 01760; located at the top of escalator between Tilly's and Hollister

CONTACT: Please contact Katie Sugarman, csugarman@natickma.org if you are interested in covering the event.

**Source: MA Department of Public Health,*
https://www.mass.gov/files/documents/2019/05/15/Opioid-related-Overdose-Deaths-among-MA-Residents-May-2019.pdf

ITEM TITLE: Middlesex Path Dog Park: Groundbreaking

ITEM SUMMARY:

ITEM TITLE: Supervisor of Land and Natural Resources: Appeal Objection to the Removal of Public Shade Trees along Strafford Rd and Drury Lane

ITEM SUMMARY:

ITEM TITLE: Public Hearing: Eversource Grant of Location

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Hearing Notice	8/15/2019	Cover Memo
Grant of Location	8/15/2019	Cover Memo

TOWN OF NATICK
Massachusetts 01760

Board of Selectmen
Public Hearing Notice

In conformity with the requirements of Section 70, Chapter 164 of the General Laws you are hereby notified that a public hearing will be held at Natick Town Hall, 13 East Central Street, Natick, MA on August 19, 2019 at 7:00 p.m. upon the petition of Eversource Energy to install 32 +/- feet of conduit at Stacey Street - westerly approximately 105 +/- feet south of West Central Street, a distance of about 32 +/- feet of conduit at pole #239/1 to provide electric service to 3 Stacey Street.

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

Jonathan Freedman.
Clerk

JEREMY T. MARSETTE, P.E.
DIRECTOR

WILLIAM E. MCDOWELL, P.E
TOWN ENGINEER

TOWN OF NATICK
MASSACHUSETTS

July 3, 2019

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

Re: Eversource Electric – Grant of Location Stacey Street

Honorable Members of the Board:

Eversource has requested a Grant of Location to install approximately 32 feet of conduit pipe at Pole 239/1 on Stacey Street. This work is necessary to provide electric service to #3 Stacey Street.

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 June 20, 2019 accompanying the petition.

Sincerely,

William E. McDowell, P.E.
Town Engineer

cc: Director of Public Works

EVERSOURCE
ENERGY

157 Cordaville Road
Southborough, MA 01772

June 21, 2019

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

RE: Stacey Street
Natick, MA
W.O. #2335891

Hearing Required

Dear Mr. Digiacomo:

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 32± feet of conduit at pole #239/1

This work is necessary to provide electric service to 3 Stacey Street.

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,

Richard M Schifone
Rights and permits, Supervisor

RMS/sky
Attachments

WO# 2335891

PETITION OF NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY COMPANY FOR LOCATION FOR CONDUITS AND MANHOLES

To the **Board of Selectmen** of the Town of **NATICK** Massachusetts:

Respectfully represents **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY COMPANY** a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under 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 construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **A. Debenedictis Dated June 19, 2019** and filed herewith, under the following public way or ways of said Town:

Stacey Street – Westerly approximately 105 ± feet South of West Central Street, a distance of about 32± feet of conduit at pole #239/1

Hearing Required

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY COMPANY

BY _____
Richard M Schifone
Rights & Permits, Supervisor

Dated this 22 day of June 2019

Town of **NATICK** Massachusetts

Received and filed _____2019

_____

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NATICK

WHEREAS, **NStar Electric Company d/b/a EVERSOURCE ENERGY** has petitioned for permission to construct a line for the tranmission of electricity for lighting, heating or power under the public way or ways of the Town thereinafter 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 COMPANY** be and hereby is granted permission to construct and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

Stacey Street – Westerly approximately 105 ± feet South of West Central Street, a distance of about 32± feet of conduit at pole #239/1

Hearing Required

All construction work under this Order shall be in accordance with the following conditions:
1. Conduits and manholes shall be located as shown on the plan made by **A.Debenedictis, Dated June 19, 2019** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Board of Selectmen or such officer or officers as it may appoint to supervise the work.

1 _____
2 _____
3 _____
4 _____
5 _____

Board of Selectmen
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 on the _____ day of _____ 2019 at _____ in said Town.

1 _____
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Board of Selectmen
the Town of
NATICK

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I hereby certify that the foregoing are true copies of the Order of the **Board of Selectmen** of the Town of **NATICK,** Masssachusetts, duly adopted on the _____ day of _____, 2019 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 thereto or amendments thereof, as the same appear of record.

Attest: _____
Clerk of the Town of **NATICK,** Massachusetts

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Clerk of the Town of **NATICK,** Massachusetts

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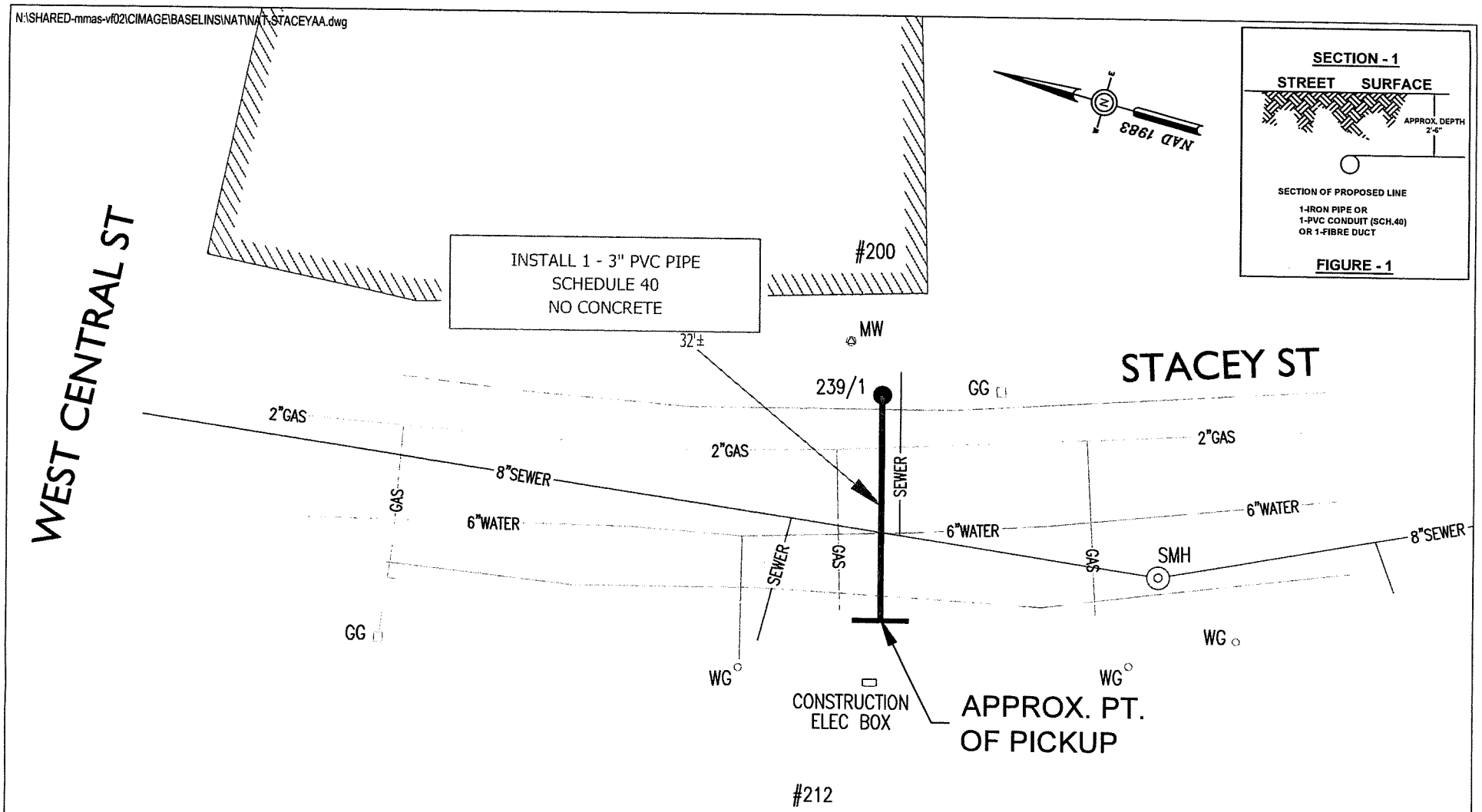

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SCALE IN FEET

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

MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C# 135-19	NSTAR ELECTRIC d/b/a EVERSOURCE
Ward #	1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Work Order # 2335891	
Surveyed by: NITSCH	*Plan of* STACEY STREET, NATICK
Research by: PG/NITSCH	
Plotted by: NITSCH	Showing PROPOSED CONDUIT LOCATION
Proposed Structures: TL	
Approved: A DEBENEDICTIS	Scale 1"=20' Date JUNE 20, 2019
P#	SHEET 1 of 1

TOWN OF NATICK
Massachusetts 01760

Board of Selectmen
Public Hearing Notice

In conformity with the requirements of Section 70, Chapter 164 of the General Laws you are hereby notified that a public hearing will be held at Natick Town Hall, 13 East Central Street, Natick, MA on August 19, 2019 at 7:00 p.m. upon the petition of Eversource Energy to install 32 +/- feet of conduit at Stacey Street - westerly approximately 105 +/- feet south of West Central Street, a distance of about 32 +/- feet of conduit at pole #239/1 to provide electric service to 3 Stacey Street.

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

Jonathan Freedman.
Clerk

ITEM TITLE: Public Hearing: Residence Inn Application for an Alteration of Premises for an S12 All Alcohol On-Premises License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	8/15/2019	Cover Memo
Police Recommendation	8/15/2019	Cover Memo
Email-T. Fields	8/19/2019	Cover Memo

7-29-19
10:45

McDERMOTT
QUILTY &
MILLER LLP

28 STATE STREET, SUITE 802
BOSTON, MA 02109

July 26, 2019

Via FedEx Overnight Delivery
Board of Selectmen
TOWN OF NATICK
13 E. Central Street
Natick, Massachusetts 01760
Attn: Donna Donovan, Senior Executive Assistant

RE: Application for Alteration of Premises of Existing Innholder License,
New Innholder's Common Victualer License and New Weekday Entertainment License
Colwen Management, Inc. d/b/a Residence Inn by Marriott Natick
1 Superior Drive, Natick, MA 01760

Dear Ms. Donovan:

Enclosed please find the following documents in connection with Colwen Management, Inc.'s application for an Alteration of Premises of Existing Innholder License, new Innholder's Common Victualer License and new Weekday Entertainment License:

1. Monetary Transmittal Form & ABCC Proof of Payment;
2. Amendment Application with Applicant's Statement;
3. Corporate Vote;
4. Floor Plan;
5. Lease Agreement;
6. Innholder's Common Victualer License Application;
7. Application for a Weekday Entertainment License;
8. Workers' Compensation Insurance Affidavit;
9. Workers' Compensation Insurance Policy;
10. List of Equipment and Estimated Cost;
11. Foreign Corporation Certificate and Certificate of Amendment;
12. Letter dated November 14, 2018 regarding Address Change;
13. $200.00 filing fee to the Town of Natick; and
14. $100.00 filing fee to the Town of Natick.

Please note that the premises address has been changed to 1 Superior Drive, Natick, MA 01760 from 1225 Worcester Avenue, Natick, MA 01760. The Board of Selectmen for the Town of Natick approved this change on November 13, 2018. (Please see Letter dated November 14, 2018 regarding address change, attached hereto as Item No. 12)

Kindly assign this matter for hearing at the August 19, 2019 meeting date and contact me regarding the legal notice requirements.

Thank you for your attention to and courtesy in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Jon D. Aieta

Jon D. Aieta, Esquire
jaieta@mqmllp.com

JDA/ks
Enclosures

Monetary Transmittal Form &
ABCC Proof of Payment

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

AMENDMENT-Change or Alteration of Premises Information

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

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

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

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 04383-HT-0768

ENTITY/ LICENSEE NAME Colwen Management, Inc. d/b/a Residence Inn by Marriott Natick

ADDRESS 1 Superior Drive

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

For the following transactions (Check all that apply):

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

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

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

239 Causeway Street, Boston, Massachusetts 02114

Phone (617) 727-3040

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 #: 9193deed-7be3-4063-a1fe-b84b5281a12b

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	04383-HT-0768	$200.00
		$200.00

Total Convenience Fee: $0.35

Date Paid: 7/23/2019 7:14:21 PM EDT

Total Amount Paid: $200.35

Payment On Behalf Of

License Number or Business Name:
04383-HT-0768

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Kyle

Last Name:
Silva

Address:
28 State Street, Suite 802

City:
Boston

State:
MA

Zip Code:
02109

Email Address:
ksilva@mqmllp.com

Print Receipt | Make Another Payment

powered by nCourt

Amendment Application with Applicant's Statement

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

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

☒ **Alteration of Premises**

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

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Colwen Management, Inc.	Natick	04383-HT-0768

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

Application for Alteration of Premises, which is limited to layout changes/minor renovations.

APPLICATION CONTACT

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

Name	Title	Email	Phone
Jon D. Aieta, Esq.	Attorney	jaieta@mqmllp.com	(617) 946-4600

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

An new wall is being added between the dining room and bar. The total square footage on the first floor remains the same. The guestrooms on the second floor have been reconfigured to accomodate an additional guestroom. The overall square footage and seating of the two (2) seasonal patios have increased.

2B. PROPOSED DESCRIPTION OF PREMISES

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

Please see Additional Information page attached hereto.

Total Sq. Footage	98,940	Seating Capacity	350	Occupancy Number	660
Number of Entrances	2	Number of Exits	11	Number of Floors	5

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

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

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

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

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

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

4. FINANCIAL DISCLOSURE

Associated Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):

Associated Cost(s): Licensee is the tenant and will not bear any costs associated with this transaction. Request for Alteration of Premises is limited to layout changes/ minor renovations, which cost shall be borne by landlord.

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
N/A	N/A
Total:	N/A

SOURCE OF FINANCING

Please provide signed financing documentation.

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

ADDITIONAL INFORMATION

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

2B. PROPOSED DESCRIPTION OF PREMISES

In the whole of said Building; the Residence Inn by Marriott Natick consists of a (+/-98,940 SF) full-service hotel with five (5) floors, one hundred thirty six (136) guest rooms:

First floor: (+/- 19,820 SF) consisting of two (2) entrances and eleven (11) exits, dining room (+/- 1,577 SF) with seating for seventy (70), bar area (+/- 155 SF) with seating for nine (9), additional dining area (+/- 1,087 SF) with seating for thirty one (31), buffet area (+/- 307 SF), kitchen (+/- 1,212), two (2) function areas (+/- 1,567 SF and +/- 1,695 SF) each with seating for seventy eight (78); two (2) board rooms (+/- 338 SF and +/- 274 SF) each with seating for ten (10), pre-function area (+/- 792 SF) and two (2) seasonal patios (+/- 1080 SF and +/- 880 SF) each with seating for thirty two (32).

Second floor: (+/- 19,780 SF) consisting of thirty four (34) guest rooms.

Third Floor: (+/- 19,780 SF) consisting of thirty four (34) guest rooms.

Fourth Floor: (+/- 19,780 SF) consisting of thirty four (34) guest rooms.

Fifth Floor: (+/- 19,780 SF) consisting of thirty four (34) guest rooms.

APPLICANT'S STATEMENT

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

Authorized Signatory

of Colwen Management, Inc.

Name of the Entity/Corporation

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

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

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

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

Signature: Date: 06/14/2019

Title: Chairman & CEO

Corporate Vote

CORPORATE VOTE

The Board of Directors or LLC Managers of Colwen Management, Inc,
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 6/24/19
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize Leo Xarras
Name of Person

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

A true copy attest,

Corporate Officer /LLC Manager Signature

For Corporations ONLY
A true copy attest,

Corporation ~~Clerk's~~ Signature
Secretary

Floor Plan

LIQUOR LICENSE LEGEND

DENOTES LICENSED AREA

NOTE: THE DINING/LOUNGE AREA WILL BE CLEARLY DELINEATED FROM THE COMMON/CORRIDOR AREA THROUGH THE USE OF THE FINISH MATERIALS AND FURNITURE PLACEMENT

FIRST FLOOR (EXTERIOR SPACE) - MAX OCC./PROVIDED SEATING

TOTAL FIRST FLOOR GROSS SQUARE FOOTAGE: 13,402 SQUARE FEET

FIRST FLOOR LICENSED AREA: 1,305 SQUARE FEET (SEASONAL EXTERIOR SEATING)

SEATING PROVIDED (LICENSED AREA):

EXTERIOR SEATING	MAX OCC.	PROVIDED SEATS
SEASONAL PATIO 1	19 OCCUPANTS	32 SEATS
SEASONAL PATIO 2	32 OCCUPANTS	32 SEATS

TOTAL EXTERIOR SEATING PROVIDED: 64

TOTAL MAX OCC. WITHIN EXTERIOR SEASONAL LICENSED: 136

NOTE: SEATING ABOVE EFFECTIVE WITHIN "LICENSED AREA" ONLY

* NOT COUNTED AS PART OF BUILDING OCCUPANTS.

FIRST FLOOR - MAX OCC./PROVIDED SEATING

TOTAL FIRST FLOOR GROSS SQUARE FOOTAGE: 13,402 SQUARE FEET

FIRST FLOOR LICENSED AREA: 11,833 SQUARE FEET

SEATING PROVIDED (LICENSED AREA):

INTERIOR SEATING	MAX OCC.	PROVIDED SEATS
BOARD ROOM	22 OCCUPANTS	10 SEATS
BOARD ROOM	18 OCCUPANTS	10 SEATS
BAR	10 OCCUPANTS	9 SEATS
DINING	106 OCCUPANTS	70 SEATS
FUNCTION	125 OCCUPANTS	78 SEATS
FUNCTION	125 OCCUPANTS	78 SEATS
ADDITIONAL DINING	72 OCCUPANTS	31 SEATS
PRE FUNCTION	52 OCCUPANTS	8 SEATS

TOTAL INTERIOR SEATING PROVIDED: 294 SEATS

TOTAL MAX OCC. WITHIN BUILDING PER LICENSED AREA: FIRST FLOOR (PE CODE)

NOTE: SEATING ABOVE EFFECTIVE WITHIN "LICENSED AREA" ONLY

PRE FUNCTION
792 SQUARE FEET
APPROX. SIZE: 12' X 66'
MAX OCCUPANCY: 52
SEATS PROVIDED: 8

BOARD ROOM
333 SQUARE FEET
APPROX. SIZE: 22' X 15'
MAX OCCUPANCY: 22
SEATS PROVIDED: 10

BOARD ROOM
274 SQUARE FEET
APPROX. SIZE: 18' X 15'
MAX OCCUPANCY: 18
SEATS PROVIDED: 10

ADDITIONAL DINING
1087 SQUARE FEET
APPROX. SIZE: 26' X 42'
MAX OCCUPANCY: 72
SEATS PROVIDED: 31

EXIT 10: OCC. 190, REQ'D WIDTH 28.5", ACTUAL WIDTH 70"

EXIT 11: OCC. 17, REQ'D WIDTH 2.55, ACTUAL WIDTH 34"

EXIT 1: OCC. 125, REQ'D WIDTH 18.75", ACTUAL WIDTH 66"

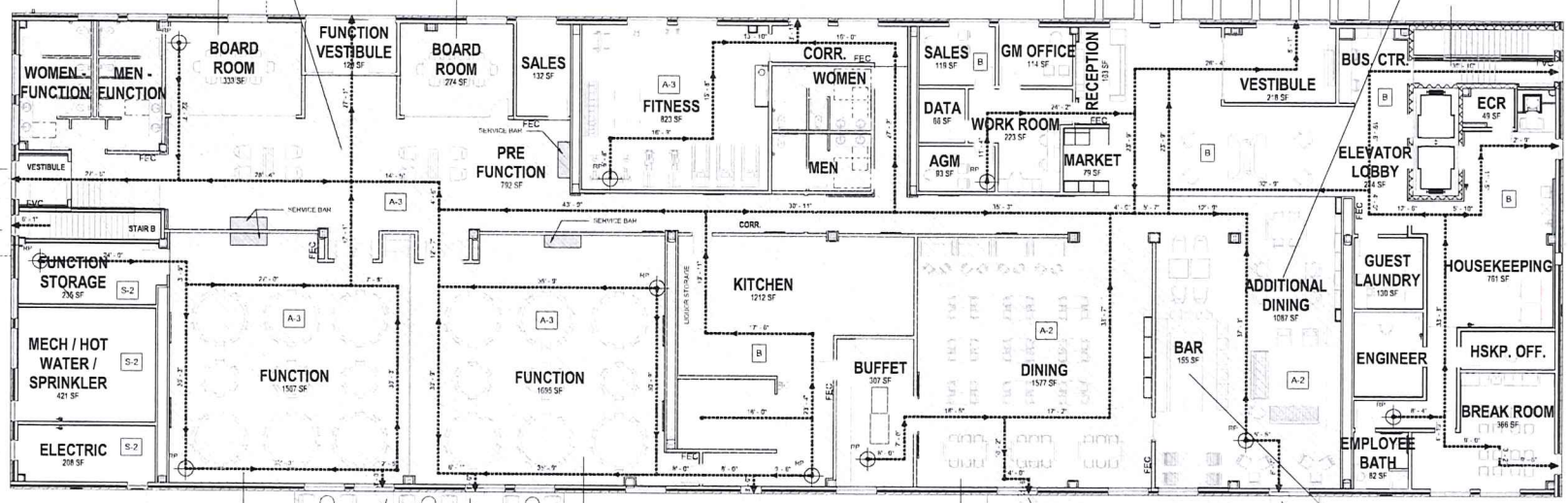
EXIT 2: OCC. 52, REQ'D WIDTH 7.8", ACTUAL WIDTH 34"

STAIR A: OCC. 52, REQ'D WIDTH 10.4", ACTUAL WIDTH 48"

EXIT 9: OCC. 190, REQ'D WIDTH 28.5", ACTUAL WIDTH 70"

EXIT 8: OCC. 47, REQ'D WIDTH 7.05", ACTUAL WIDTH 34"

STAIR B: OCC. 47, REQ'D WIDTH 9.4", ACTUAL WIDTH 48"



FUNCTION
1,567 SQUARE FEET
APPROX. SIZE: 41' X 39'
MAX OCCUPANCY: 125
SEATS PROVIDED: 78

EXIT 5: OCC. 10, REQ'D WIDTH 1.5", ACTUAL WIDTH 34"

BAR
155 SQUARE FEET
APPROX. SIZE: 10' X 15'
MAX OCCUPANCY: 10
SEATS PROVIDED: 9

EXIT 7: OCC. 82, REQ'D WIDTH 12.3", ACTUAL WIDTH 34" (SEASONAL)

EXIT 6: OCC. 85, REQ'D WIDTH 12.75", ACTUAL WIDTH 34" (SEASONAL)

EXIT 3: OCC. 83, REQ'D WIDTH 12.45", ACTUAL WIDTH 34" (SEASONAL)

SEASONAL PATIO 1
880 SQUARE FEET
APPROX. SIZE: 44' X 20'
MAX OCCUPANCY: 58
SEATS PROVIDED: 32

FUNCTION
1,695 SQUARE FEET
APPROX. SIZE: 41' X 41'
MAX OCCUPANCY: 125
SEATS PROVIDED: 78

DINING
1,577 SQUARE FEET
APPROX. SIZE: 38' X 41'
MAX OCCUPANCY: 106
SEATS PROVIDED: 70

EXIT 4: OCC. 106, REQ'D WIDTH 15.90", ACTUAL WIDTH 34" (SEASONAL)

SEASONAL PATIO 2
1080 SQUARE FEET
APPROX. SIZE: 54' X 20'
MAX OCCUPANCY: 72
SEATS PROVIDED: 32

1 LICENSED AREA PLAN - FIRST FLOOR
1/8" = 1'-0"

RESIDENCE INN - BY MARRIOTT 1225 WORCESTER STREET NATICK, MA 01760	Architect CJI Drawn By MJH Project No 31165P Copyright 2014 Pro Con, Inc Date 7/2/2015 8:29:17 AM	Drawing Sheet Title LIQUOR LICENSE - FIRST FLOOR PLAN

Lease Agreement

LEASE AGREEMENT

This **Lease Agreement** (hereinafter the "Lease") is entered into as of this 12th day of June 2018 (the "Effective Date") by and between Superior Drive Hotel Owner LLC, a Delaware limited liability company, whose address is P.O. Box 4430, Manchester, NH 03108 ("Landlord") and COLWEN MANAGEMENT INC., a New Hampshire corporation ("Tenant") whose mailing address is 230 Commerce Way, Suite 200, Portsmouth, NH 03801

1. **Property:** Landlord is the owner of the Residence Inn by Marriott (the "Hotel"), located at 1225 Worcester Street, Natick MA. Landlord, for and in consideration of the rent and other consideration set forth herein, hereby leases to Tenant and Tenant hereby leases from the Landlord, the Hotel, as generally shown on Exhibit "A" attached hereto (the "Leased Premises"). In addition, the Owner leases to the Tenant all furniture, fixtures and equipment ("FF&E") necessary for the operation of the Hotel with restaurant and bar-lounge and meeting and function center with seasonal outdoor patio areas.

2. **Use:** The Leased Premises shall be used and occupied by Tenant solely for the service of liquor in the 135 room Hotel with restaurant/dining room, bar/lounge, meeting and function rooms and (2) seasonal adjacent patios as shown and for no other purpose without Landlord's prior written consent.

3. **Term:** The term (the "Term") of the Lease shall coincide with the term in the Hotel Management Agreement and continue until the earlier of (i) December 31, 2030 (ii) termination of that certain Hotel Management Agreement between Landlord and Tenant ("Hotel Management Agreement"), (iii) failure of Tenant to maintain a liquor license for the Leased Premises allowing service of alcoholic beverages within the Leased Premises and adjacent areas, or (iv) mutual agreement of Landlord and Tenant to terminate this Lease.

4. **Rent:** Tenant covenants to pay as rent ("Rent") to Landlord the sum of FIVE THOUSAND DOLLARS *($5,000.00)* per month plus THREE PERCENT (3%) of Food and Beverage Revenue per month, payable in advance and delivered to Landlord on the first day of each calendar month, with Rent prorated in the event of a partial first or last month. For purposes of this paragraph, monthly Rent shall be deemed paid when received by the Landlord. Tenant shall be responsible for the payment of all sales tax due on Rent and shall remit such tax to Landlord together with each payment of Rent. Tenant shall have no direct liability under this Lease for payment of real property taxes or assessments related to the Leased Premises.

5. **Insurance:** Tenant shall maintain commercial liability coverage, workers compensation insurance, casualty insurance, liquor liability and such other forms of insurance and in such amounts as shall be agreed upon by the parties, naming Landlord as an insured under all such policies and providing standard waiver of subrogation clauses in favor of Landlord.

6. **Maintenance, Condemnation:** Tenant shall maintain the Leased Premises in its current or better condition during the Term of the Lease. Tenant shall perform no structural alterations or additions to the Leased Premises without the prior written consent of Landlord. Landlord shall under no circumstances have any obligation to maintain, repair, or replace any portion of the Leased Premises. Tenant's sole recourse in the event of the loss of any portion of the Leased Premises due to a casualty or taking of any kind shall be to terminate the Lease.

7. **Compliance with Laws:** Tenant shall at all times comply with all applicable federal, state, county and local laws, ordinances, rules and regulations and perform no

operations unless in full compliance with applicable permits and licenses (all the foregoing being collectively referred to herein as "Laws").

8. **Assignment and Subletting:** Tenant may not assign this Lease or sublet all or any part of the Leased Premises without first securing Landlord's written consent.

9. **Quiet Enjoyment:** Provided that Tenant is not in breach of any term, covenant or provision of the Lease, including, but not limited to the payment of Rent, Tenant shall peacefully and quietly hold and enjoy the Leased Premises.

10. **Subordination:** Tenant agrees to subordinate this Lease to the lien of any mortgage now existing or which the Landlord may secure in the future. Nothing in this Lease shall be construed to permit or empower Tenant to encumber the title or interest of Landlord in the Leased Premises in any matter whatsoever.

11. **Turnover:** Upon expiration or earlier termination of the Lease, Tenant shall remove the Tenant's property, vacate the Leased Premises, and turn over possession thereof to Landlord in clean condition, ordinary wear and tear excepted.

12. **Binding Agreement:** This Lease and each of its covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their assigns and successors in interest.

13. **No Agency:** Nothing in this Lease shall be construed to create an agency, partnership, employment, or joint venture relationship between the parties. The relationship of the parties is that of landlord and tenant.

14. **Default/Breach:** In the event that Tenant fails in its performance of any condition, covenant or obligation under any part of this Lease, such event shall be deemed an Event of Default if Tenant fails to cure such event within thirty (30) days after receipt of written notification from Landlord. If an Event of Default is not cured within the applicable cure period, Landlord shall have the following remedies available, which may be exercised jointly or independently:

a. terminate the Lease upon thirty (30) days written notice to Tenant;

b. exercise remedies available to Landlord at law or in equity.

15. **Notices:** Notices, requests and demands given hereunder shall be written and hand delivered to the Tenant by Landlord, or to Landlord by Tenant, or alternatively sent by U.S. Mail, postage prepaid, certified or registered, return receipt requested, or by Federal Express or similar overnight courier service, addressed to the party, at its respective address set forth above or to such other address of which notice is hereafter given. All notices shall be effective upon actual delivery.

16. **Time is of Essence:** It is understood and agreed that time is of the essence under this Lease.

17. **Estoppel Certificate:** Each party shall upon request from the other give or exchange with the other estoppel certificates which shall confirm that the Lease is in full force and effect, that neither party is in default and/or such other information regarding the Lease as may be reasonable, appropriate and factual.

18. **Severability:** The rights of the parties under the Lease shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate to waive any such rights.

19. **Amendment:** No modifications, addition, or addenda to this Lease shall be valid unless in writing and signed by Landlord and Tenant.

20. **Attorneys' Fees:** In the event of litigation between Landlord and Tenant, the prevailing party will be entitled to recover its reasonable legal and other expenses including court costs.

21. **Waiver of Jury Trial:** LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ALL MAHERS ARISING OUT OF THIS LEASE OR THE USE AND OCCUPANCY OF THE PREMISES.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the day and year first above written.

TENANT:

Colwen Management Inc.
a New Hampshire corporation

By: _____
Chairman and CEO

Leo Xarras
Print Name

LANDLORD:

Superior Drive Hotel Owner LLC
Delaware limited liability company

By: _____
Authorized Officer

Mark R. Stebbins
Print Name

Exhibit "A"

Depiction of the Leased Premises

LIQUOR LICENSE LEGEND

DENOTES LICENSED AREA

NOTE: THE DINING/LOUNGE AREA WILL BE CLEARLY DELINEATED FROM THE COMMON/COMMON AREA THROUGH THE USE OF THE FINISH MATERIALS AND FURNITURE PLACEMENT

FIRST FLOOR (EXTERIOR SPACE) - MAX OCC./PROVIDED SEATING

TOTAL FIRST FLOOR GROSS SQUARE FOOTAGE: 15,423 SQUARE FEET
FIRST FLOOR LICENSED AREA: 1,305 SQUARE FEET (SEASONAL EXTERIOR SEATING)

SEATING PROVIDED (LICENSED AREA)

EXTERIOR SEATING	MAX OCC.	PROVIDED SEATS
SEASONAL PATIO 1	58 OCCUPANTS	32 SEATS
SEASONAL PATIO 2	72 OCCUPANTS	32 SEATS

TOTAL EXTERIOR SEATING PROVIDED: 64
TOTAL MAX OCC. WITHIN EXTERIOR SEASONAL LICENSED: 130
NOTE: SEATING ABOVE EFFECTIVE WITHIN "LICENSED AREA" ONLY
* NOT COUNTED AS PART OF BUILDING OCCUPANTS

FIRST FLOOR - MAX OCC./PROVIDED SEATING

TOTAL FIRST FLOOR GROSS SQUARE FOOTAGE: 15,423 SQUARE FEET
FIRST FLOOR LICENSED AREA: 11,833 SQUARE FEET*

SEATING PROVIDED (LICENSED AREA)

INTERIOR SEATING	MAX OCC.	PROVIDED SEATS
BOARD ROOM	22 OCCUPANTS	10 SEATS
BOARD ROOM	18 OCCUPANTS	10 SEATS
BAR	10 OCCUPANTS	9 SEATS
DINING	106 OCCUPANTS	70 SEATS
FUNCTION	125 OCCUPANTS	78 SEATS
FUNCTION	125 OCCUPANTS	78 SEATS
ADDITIONAL DINING	72 OCCUPANTS	31 SEATS
PRE FUNCTION	52 OCCUPANTS	8 SEATS

TOTAL INTERIOR SEATING PROVIDED: 294 SEATS
TOTAL MAX OCC. WITHIN BUILDING PER LICENSED AREA: FIRST FLOOR (BY OCC.)
NOTE: SEATING ABOVE EFFECTIVE WITHIN "LICENSED AREA" ONLY

PRE FUNCTION
792 SQUARE FEET
APPROX. SIZE: 12' X 66'
MAX OCCUPANCY: 52
SEATS PROVIDED: 8

BOARD ROOM
333 SQUARE FEET
APPROX. SIZE: 22' X 15'
MAX OCCUPANCY: 22
SEATS PROVIDED: 10

BOARD ROOM
274 SQUARE FEET
APPROX. SIZE: 18' X 15'
MAX OCCUPANCY: 18
SEATS PROVIDED: 10

ADDITIONAL DINING
1087 SQUARE FEET
APPROX. SIZE: 26' X 42'
MAX OCCUPANCY: 72
SEATS PROVIDED: 31

EXIT 10
OCC. 190
REQ'D WIDTH 26.5"
ACTUAL WIDTH 70"

EXIT 11
OCC. 17
REQ'D WIDTH 2.55
ACTUAL WIDTH 34"

EXIT 1
OCC. 125
REQ'D WIDTH 18.75"
ACTUAL WIDTH 66"

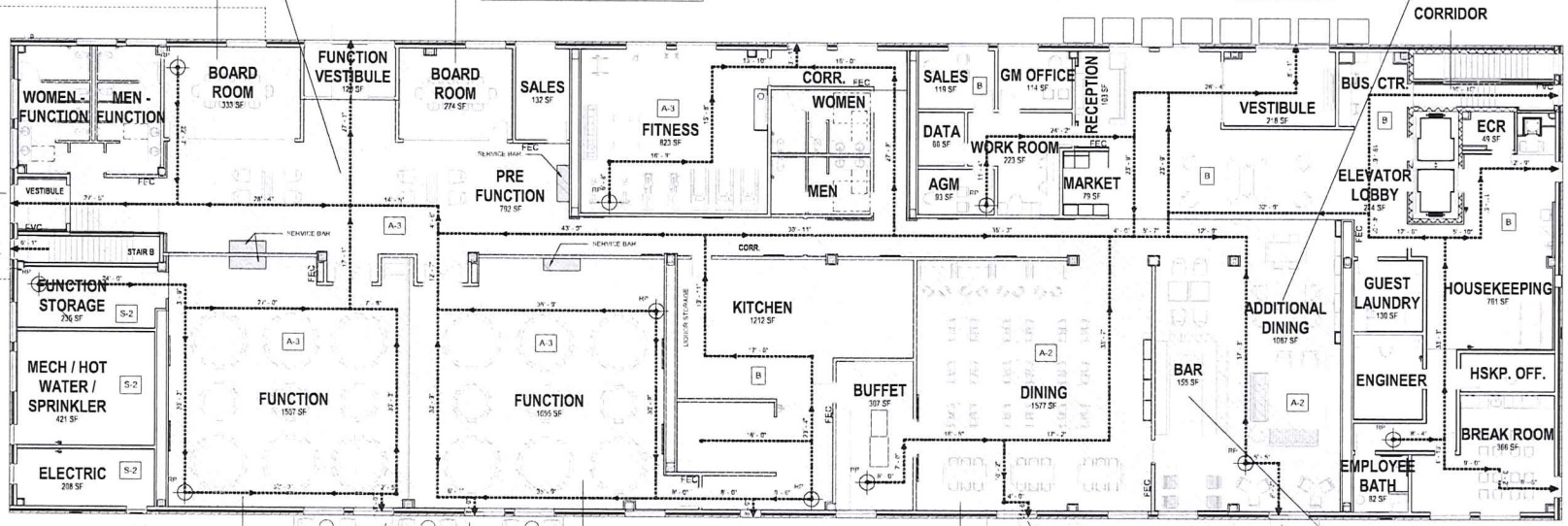
EXIT 2
OCC. 52
REQ'D WIDTH 7.8"
ACTUAL WIDTH 34"

STAIR A
OCC. 52
REQ'D WIDTH 10.4"
ACTUAL WIDTH 48"

EXIT 9
OCC. 190
REQ'D WIDTH 28.5"
ACTUAL WIDTH 70"

EXIT 8
OCC. 47
REQ'D WIDTH 7.05"
ACTUAL WIDTH 34"

STAIR B
OCC. 47
REQ'D WIDTH 9.4"
ACTUAL WIDTH 48"



FUNCTION
1,567 SQUARE FEET
APPROX. SIZE: 41' X 39'
MAX OCCUPANCY: 125
SEATS PROVIDED: 78

SEASONAL PATIO 1
880 SQUARE FEET
APPROX. SIZE: 44' X 20'
MAX OCCUPANCY: 58
SEATS PROVIDED: 32

EXIT 7
OCC. 82
REQ'D WIDTH 12.3"
ACTUAL WIDTH 34"
SEASONAL

EXIT 6
OCC. 85
REQ'D WIDTH 12.75"
ACTUAL WIDTH 34"
SEASONAL

EXIT 5
OCC. 10
REQ'D WIDTH 1.5"
ACTUAL WIDTH 34"

FUNCTION
1,695 SQUARE FEET
APPROX. SIZE: 41' X 41'
MAX OCCUPANCY: 125
SEATS PROVIDED: 78

DINING
1,577 SQUARE FEET
APPROX. SIZE: 38' X 41'
MAX OCCUPANCY: 106
SEATS PROVIDED: 70

EXIT 4
OCC. 106
REQ'D WIDTH 15.90"
ACTUAL WIDTH 34"
SEASONAL

EXIT 3
OCC. 83
REQ'D WIDTH 12.45"
ACTUAL WIDTH 34"
SEASONAL

BAR
155 SQUARE FEET
APPROX. SIZE: 10' X 15'
MAX OCCUPANCY: 10
SEATS PROVIDED: 9

SEASONAL PATIO 2
1080 SQUARE FEET
APPROX. SIZE: 54' X 20'
MAX OCCUPANCY: 72
SEATS PROVIDED: 32

1 LICENSED AREA PLAN - FIRST FLOOR
1/8" = 1'-0"

RESIDENCE INN - BY MARRIOTT 1225 WORCESTER STREET NATICK, MA 01760	Architect: CJI Drawn By: MJH Project No.: 391668 Copyright: 2014 Pro Con, Inc. Date: 7.2.2013 8:26:17 AM	Drawing Sheet Title: LIQUOR LICENSE - FIRST FLOOR PLAN

Donna Donovan <ddonovan@natickma.org>

Re: Residence Inn

1 message

Brian Lauzon <lauzon@natickpolice.com> Thu, Aug 15, 2019 at 8:02 AM
To: Donna Donovan <ddonovan@natickma.org>

Donna,

Yesterday I met on site with the Owners representative and the proposed Manager of Record for the Liquor License. One concern I have is that the patios are already built to the proposed "New Floor Plan" which required the request for change in premise. Additionally, the patios are really "up close and personal" to Speen Street, which is truly highlighted by physically standing on them. Speen Street in this area, adjacent to the building, does not have a sidewalk on the building side. This concerns me as a patron can leave the patio truly walk 20-25 feet and find themselves on Speen Street with little or no effort. The applicants landscaping plan calls for some trees and low or short shrubbery. I am recommending that the BOS, acting as the Licensing Authority for the Town of Natick, require some sort of barrier along that section of Speen Street, either a hedge row, or short fence that would keep people from meandering onto Speen Street and quite possible try and cross to the Natick Mall. Additionally, my initial understanding when this license was proposed was that these two patios would have people monitoring them when in use, but the feeling I got yesterday during our meeting was that all alcohol service would be from within the hotel and patrons would be allowed to self deploy themselves onto the patio where they would potentially be un-monitored or controlled with the exception of self locking gates.

Respectfully submitted,

Lt. Brian G. Lauzon

On Wed, Aug 7, 2019 at 1:44 PM Donna Donovan <ddonovan@natickma.org> wrote:

> Hi Brian,
>
> Attached is the original floor plan and the proposed new floor plan. Amendments are as follows:
> 1. Patio 1 - Change patio fro 42'x20' to 44'x20' with an increase of seats from 24 to 32.
>
> 2. Patio 2 - Change patio from 45' x 20' to 54' x 20' with an increase of seats from 24 to 32.
>
> 3. Guest rooms - Increase guest rooms on 2nd floor from 33 rooms to 34 rooms.
>
> 4. Constructing a wall between the dining room and bar.
>
> I schedule the public hearing for 8/19 because I mistakenly thought you were all set with this. We can easily push it out to a further date if needed.
>
> Thanks.
>
> Donna Donovan
> Senior Executive Assistant
> Town of Natick
> 508-647-6410

Patricia O'Neil <poneil@natickma.org>

Liquor license application: Avenu Natick, Residence Inn / Marriott Natick

1 message

Ted Fields <tfields@natickma.org> Mon, Aug 19, 2019 at 5:21 PM
To: Melissa Malone <mmalone@natickma.org>, Michael Hickey <mhickey@natickma.org>, Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>

Hello Melissa and Mike,

Regarding the liquor license application by Marriott Natick for the Residence Inn at the Avenu development on Speen Street, the Safety Officer is recommending installation of a five (5) foot tall fence between the hotel site and the property line along Speen Street. Please note this is a departure from the site plan approved by the Planning Board for the development parcel, and will require approval for a minor modification of the previously approved site plan by the Planning Board. I have informed the project manager for National Development about this requirement.

Please contact me if you have any questions or concerns on this matter.

Thank you,

Ted Fields

--
Ted Fields
Senior Planner
Town of Natick, Massachusetts
508-647-6450
tfields@natickma.org

ITEM TITLE: Residence Inn: Applications for an Innholders Common Victualer's License and Entertainment License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
CV Application	8/15/2019	Cover Memo
Entertainment License Application	8/15/2019	Cover Memo
Police Recommendation CV	8/16/2019	Cover Memo
Police Recommendation Entertainment	8/16/2019	Cover Memo

Office Use Only:
Date Pmt Rec'd: 4/26 Fee Paid: $ 100 Check No: 1003
Police Department approval issued ☐ Notes: _____
Meets applicable zoning bylaws ☐
Certificate of Occupancy issued ☐
Board of Health Permits issued ☐

Board of Selectmen Decision Date _____
Approved ☐ Denied ☐

TOWN OF NATICK

INNHOLDER'S COMMON VICTUALER LICENSE APPLICATION

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

For Calendar Year: 2019 **Date Submitted:** 9/25 **Fee:** ~~$50.00~~ 100

☑ **New** ☐ **Renewal**

The undersigned hereby applies for an Innholder's Common Victualer License in accordance with the provisions of the Statutes relating thereto:

☐ **Innholder's ComVic License Only** ☑ **Innholder's ComVic with Liquor License**

Name of Person, Firm, or Corporation Making Application:

Colwen Management, Inc.

Name of Establishment (d/b/a) Residence Inn by Marriott Natick

Address of Establishment 1 Superior Drive

Mailing address (*if different from establishment*) 230 Commerce Way, Ste 200, Portsmouth, NH 03801

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

Michael Colavecchio

Email Address mcolavecchio@colwenhotels.com Phone 603-897-6100

Manager of Establishment David Laurent

Email Address dlaurent@colwenhotels.com Phone 603-897-6100

If Business is a Corporation, Corporate Name and Officers Leo Xarras - Chairman & CEO; Julie Scott - President; Terrence Bickhardt - Treasurer, Sr. VP, CFO; David Van Der Beken - Secretary; Mark Schleicher - Director; Christine Thomas - Director

If Business is an LLC, List of Members N/A

Establishment's Days and Hours of Operation Hotel - 24/7 Food and Beverage - 6am - 12am 7 days

Number of Staff +/- 35 FT +/- 20 PT

Number of Seats 350

Has a Certificate of Occupancy been issued? No

If not, expected date of issuance 8/2019

Have Board of Health Permits been issued ? No

If not, expected date of issuance 8/2019

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

Applicant's Social Security Number or Employee I.D. Number 02-0526858 Colwen Management, Inc.

Date of Birth

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

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

Signature of Applicant Leo Xarras, Chairman & CEO **Date** 7/9/19

By Corporate Officer (If applicable) **Date**

Please print and submit completed application and all required supporting materials as listed below to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760. See additional important licensing information on the Town website at natickma.gov: click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Community & Economic Development Office (508-647-6450) and the Board of Health (508-647-6460), both located on the second floor of Town Hall, and the Town Clerk's Office (508-647-6430), located on the first floor of Town Hall, regarding any other zoning regulations, building requirements, permits, etc. pertaining to your application for a an innholder's common victualer license. An innholder's common victualer license, if approved, will be issued only if all zoning regulations are met and a Certificate of Occupancy and Board of Health permits are issued.

Required documents:

1. **Proof of Workers Compensation Insurance (if applicable)**
2. **Workers' Compensation Insurance Affidavit**
3. **Set of floor plans and site plan*** (If renewing a license and changes have been made to the premises in the previous 12 months, a revised set of floor plans and site plan must be submitted)**
4. **List of equipment and estimated cost***
5. **Copy of Bill of Sale or Lease Agreement***
6. **If a Corporation, a copy of Articles of Organization; if an LLC, a copy of the Membership Agreement and list of members***
7. **$75.00 Application fee (checks made payable to the Town of Natick)**

****** New Applicants Only (see exception for item #3)***

Workers' Compensation Insurance Affidavit

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information **Please Print Legibly**

Business/Organization Name: Colwen Management, Inc.

Address: 230 Commerce Way, Ste. 200

City/State/Zip: Portsmouth, NH 03801 Phone #: 603-897-6100

Are you an employer? Check the appropriate box:

1. ☑ I am a employer with 100+ employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☑ Other Hospitality Management

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: LM Insurance Corporation

Insurer's Address: 175 Berkeley Street

City/State/Zip: Boston, MA 02116

Policy # or Self-ins. Lic. # WC5691469705018 Expiration Date: 11/1/19

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Leo Xarras Date: 7/9/19
Chairman & CEO

Phone #: 603-897-6100

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ **Permit/License #** _____

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ **Phone #:** _____

Workers' Compensation Insurance Policy

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Liberty Mutual. INSURANCE
175 Berkeley Street Boston, MA 02116

Issued by LM Insurance Corporation (a stock company) 27243

Policy Number	WC5-691-469705-018	Issuing Office	Lewiston, ME
New		Issue Date	12/05/2018
Account Number	9-469705	Sub Account	0000

1. Insured and Mailing Address
   Colwen Management, Inc.
   PO Box 4430
   MANCHESTER NH 03108

   FEIN 02-0526858
   NJ TIN 020526858000
   Risk ID 911375109

   Status Limited Liability Company
   Other workplaces not shown above: See Item 4. Premium - Extension of Information Page

2. Policy Period: The policy period is from 11/01/2018 to 11/01/2019 12:01 A.M. standard time at the Insured's mailing address.

3. Coverage
   A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: MA NH NJ NY RI

   B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	$	1,000,000	each accident
Bodily Injury by Disease	$	1,000,000	policy limit
Bodily Injury by Disease	$	1,000,000	each employee

   C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
   All States except those listed in Item 3.A and the States of:
   ND OH WA WY

   D. This policy includes these endorsements and schedules: See Item 3. Coverage D - Extension of Information Page

4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code Number	Premium Basis Total Estimated Annual Remuneration	Rate per $100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				

Minimum Premium $1,000 (NH)
Premium will be billed Annual

Total Estimated Annual Premium	$	
Deposit Premium	$	
Deposit Tax/Surcharge/Assessment	$	

Producer 0002 003477
ARTHUR J GALLAGHER RISK MANAGEMENT
SERVICES INC
1900 WEST LOOP S STE 1600
HOUSTON TX 770273295

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All Rights Reserved

List of Equipment and Estimated Cost

Proposed Natick Residence Inn Food Service Equipment

Proposed Equipment	Cost	Quantity	Total
micro/convec oven	8,196.33	2	16,393
heated cabinet	4,004.88	2	8,010
reach in refrig	3,132.00	1	3,132
reach in refrig	3,331.00	1	3,331
cook and hold oven	9,237.00	1	9,237
glass washer	4,691.00	1	4,691
ice and water dispenser	3,712.00	3	11,136
ref merchandiser	9,185.00	1	9,185
walk in cooler	20,002.56	1	20,003
cook and hold oven	8,144.00	1	8,144
reach in ref left and right	7,086.00	2	7,086
mobile heated cabinet	4,004.88	2	8,010
Blodgett convection oven	6,400.00	1	6,400
combi oven	14,808.00	2	29,616
ice machine	4,252.00	1	4,252
dishwasher	14,337.00	1	14,337
dish table w/sink	3,929.00	1	3,929
dishwasher	14,336.70	1	14,337
			181,227
supplies, small wares, linens	estimate		127,802
Projected total			**309,029**

Proposed Natick Residence Inn Food and Beverage Furnishings

meeting room	Item	Qty		Cost per	Extension
	200.00 - SOFA	3.00	ea	240.00	720.00
	200.00 - SOFA	5.00	ea	213.60	1,068.00
	128.00 - TABLE	40.00	ea	643.00	25,720.00
	128.00 - TABLE	26.00	ea	557.00	14,482.00
	211.00 - STACK CHAIRS	250.00		102.82	25,705.00
	211.00 - STACK CHAIRS	4.00		252.05	1,008.20
	128.00 - TABLE	1.00	ea	2,810.00	2,810.00
	128.00 - TABLE	1.00	ea	2,810.00	2,810.00
	129.00 - CONSOLE	1.00	ea	1,885.00	1,885.00
	128.00 - TABLE	6.00	ea	141.00	846.00
	128.00 - TABLE	2.00	ea	551.00	1,102.00
	128.00 - TABLE	1.00	ea	1,674.00	1,674.00
	201.00 - LOUNGE CHAIR	6.00	ea	600.00	3,600.00
	200.00 - SOFA	1.00	ea	650.00	650.00
	200.00 - SOFA	2.00	ea	295.00	590.00
	128.00 - TABLE	4.00	ea	127.00	508.00
	124.00 - COMMUNAL TABLE	1.00	ea	4,880.00	4,880.00
	Total Meeting room				**90,058.20**

Lounge/Bar/Dining Area	Item	**Qty**		**Cost per**	**Extension**
	107.01 - DINING TABLE BASE	12.00	ea	127.00	1,524.00
	107.01 - DINING TABLE BASE	4.00	ea	127.00	508.00
	106.00 - DINING TABLE TOP	12.00	ea	300.00	3,600.00
	106.00 - DINING TABLE TOP	4.00	ea	600.00	2,400.00
	205.00 - BARSTOOL	22.00	ea	282.00	6,204.00
	201.01 - LOUNGE CHAIR COM	13.00	yd	12.95	168.35
	201.00 - LOUNGE CHAIR	4.00		ea 695.00	2,780.00
	209.00 - ARM CHAIR	4.00		695.00	2,780.00
	209.00 - ARM CHAIR	6.00		545.00	3,270.00
	213.00 - BANQUETTE	2.00		1,895.00	3,790.00
	213.00 - BANQUETTE	4.00		1,895.00	7,580.00
	207.01 - BENCH COM	72.00	sqyd	19.45	1,400.40
	206.01 - SIDE CHAIR COM	16.00	sqyd	85.00	1,360.00
	206.00 - SIDE CHAIR	34.00		280.00	9,520.00
	Total				**46,884.75**
TV's	LG	1.00	ea	723.00	723.00
	LG	5.00	ea	1350	6,750.00
					7,473.00
	Estimated Grand Total				**144,415.95**

Foreign Corporation Certificate and Certificate of Amendment

FEDERAL IDENTIFICATION
NO. 02-0526858

Examiner

The Commonwealth of Massachusetts

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

FOREIGN CORPORATION CERTIFICATE

(General Laws, Chapter 181, Section 4)

Name Approved

We, Wendell Butcher, *President / ~~*Vice President~~

and Henry B. Stebbins, ~~*Clerk~~ / ~~*Assistant Clerk~~ or *Secretary / ~~*Asst. Secretary~~

of Colwen Management, Inc.,
(Exact name of corporation)

in compliance with the provisions of General Laws, Chapter 181, Section 4, certify as follows:

1. Exact name of the corporation, including any words or abbreviations indicating incorporation or limited liability:

   Colwen Management, Inc.

2. If the exact name of the corporation is not available for use in the Commonwealth of Massachusetts, state the name the corporation *will use* to transact business in the Commonwealth of Massachusetts:

3. The corporation is organized under the laws of:

   New Hampshire

4. The date of its organization is:

   June 7, 2001

5. The location of its principal office is:

   66 Hanover Street, Suite 301
   Manchester, NH 03101

6. The activities of the corporation within the Commonwealth of Massachusetts are:

   A management company providing multi-unit management operation and brand support and sales and market review for hotels.

C ☐
M ☐
R.A. ☑

7. The location of its office in Massachusetts, if any, is:

   None

8. The name and street address of the resident agent of the Corporation in the Commonwealth of Massachusetts is:

   CT Corporation System, 101 Federal Street, Boston, MA 02109

9. The date on which the corporation's fiscal year ends is:

   December 31st

10. If the corporation's existence is other than perpetual, state the duration of existence:

    N/A

P.C.

**Delete the inapplicable words.*

11. The name and business address of the officers and directors of the corporation are as follows:

	NAME	BUSINESS ADDRESS
President:	Wendell Butcher	20 Millstone Drive, Windham, NH 03087
*Vice President:	N/A	
Treasurer:	Mark R. Stebbins	1359 Daniel Webster Highway, Hooksett, NH 03106
Clerk or Secretary:	Henry B. Stebbins	66 Hanover St., Suite 301, Manchester, NH 03101
*Assistant Clerk or Assistant Secretary:	N/A	
Directors:	Colin Nadeua	3 Cheyenne Circle, Andover, MA 01810
	Wendell Butcher	20 Millstone Drive, Windham, NH 03087
	Mark R. Stebbins	1359 Daniel Webster Highway, Hooksett, NH 03106
	Mark C. Schleicher	P.O. Box 590, Norwich, VT 05055

**Please provide the name and business address of the Vice President and Assistant Clerk/ Assistant Secretary if they are executing this certificate.*

12. Please indicate the fees a Massachusetts corporation would be required to pay to register to do business in the state of incorporation:

$85.00

13. Attached to this certificate shall be a Certificate of Legal Existence of such foreign corporation issued by an officer or agency properly authorized in the state or country in which such foreign corporation was organized or other evidence of legal existence acceptable to the Secretary. If such certificate or other evidence of such legal existence is in language other than English, a translation thereof, under oath of the translator, shall also be attached.

SIGNED UNDER THE PENALTIES OF PERJURY, this 3rd day of January, 20 02,

Wendell Butcher, *President / ~~*Vice President~~

Henry B. Stebbins, ~~*Clerk / *Assistant Clerk~~ or *Secretary / ~~*Assistant Secretary~~

*Delete the inapplicable words.

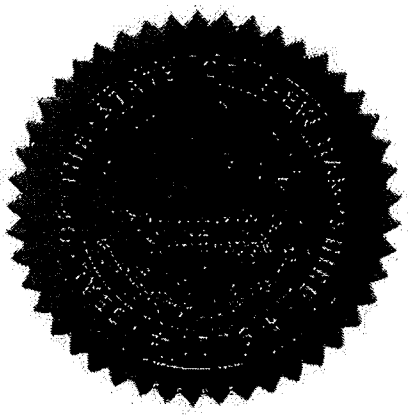
State of New Hampshire
Department of State

CERTIFICATE OF EXISTENCE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COLWEN MANAGEMENT, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on JUNE 7, 2001. I further certify that all fees required by the Secretary of State's office have been paid and that articles of dissolution have not been filed.

IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of December A.D. 2001

William M. Gardner
Secretary of State



777459

2607

THE COMMONWEALTH OF MASSACHUSETTS

FOREIGN CORPORATION CERTIFICATE

(General Laws, Chapter 181, Section 4)

I hereby approve the within Foreign Corporation Certificate and, the filing fee in the amount of $ 300 having been paid, said certificate is deemed to have been filed with me this 7th day of January, 20 02.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

02 JAN -7 PM 1:10

CORPORATION DIVISION

TO BE FILLED IN BY CORPORATION

Photocopy of document to be sent to:

Henry B. Stebbins, Esquire

Stebbins, Lazos & Van Der Beken, P.A.

66 Hanover Street, Suite 301, Manchester, NH 03101

Telephone: (603) 627-3700

F
FPC

The Commonwealth of Massachusetts

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

FORM MUST BE TYPED **Certificate of Amendment** FORM MUST BE TYPED
(General Laws Chapter 156D, Section 15.04; 950 CMR 113.49)

(1) Exact name of corporation: Colwen Management, Inc.
(as contained in the Division's records)

(2) Registered office address: 155 Federal Street, Suite 700, Boston, MA 02110
(number, street, city or town, state, zip code)

(3) This amendment shall change:

(check appropriate box(es))

☐ the corporation's name to*: _____

☐ the period of the corporation's duration to: _____

☐ the state or country of its incorporation to*: _____

☐ the street address of its principal office to: _____

☐ the fiscal year end to: _____

☐ the activities conducted by the foreign corporation in the commonwealth: _____

☑ Its officers and directors: See Attachment

☐ other _____

The name must satisfy the requirements of G.L. Chapter 156D, Section 15.06.

** If the amendment includes a change of its corporate name, or the state or country of its incorporation, attach a certificate evidencing the change duly authenticated by the secretary of state or other official having custody of the corporate records in the state or country under whose law it is incorporated. If the certificate is in a foreign language, a translation thereof under oath of the translator shall be attached.*

P.C.

#186de1504600011349001/1505

Certificate of Amendment (General Laws Chapter 156D, Section 15.04; CMR 113.49)

Colwen Management, Inc.

Title	Name	Address
Chairman of the Board, CEO	Leo Xarras	230 Commerce Way, Ste 200 Portsmouth, NH 03801 USA
President	Julie Scott	230 Commerce Way, Ste 200 Portsmouth, NH 03801 USA
Chief Financial Officer and Treasurer	Terrence Bickhardt	230 Commerce Way, Ste 200 Portsmouth, NH 03801 USA
Secretary	David Van Der Beken	889 Elm Street, 6th Floor Manchester, NH 03101 USA
Director	Leo Xarras	230 Commerce Way, Ste 200 Portsmouth, NH 03801 USA
Director	Mark C. Schleicher	35 Watergate Dr., Suite 1605 Sarasota, FL 34236 USA
Director	Christine Thomas	230 Commerce Way, Ste 200 Portsmouth, NH 03801 USA

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

Signed by: _____,
(signature of authorized individual)

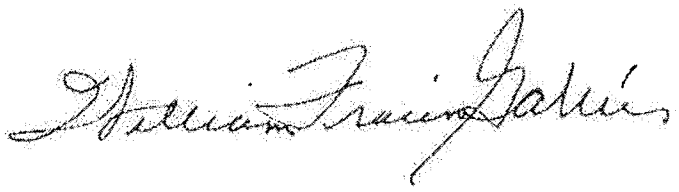
- [x] Chairman of the board of directors,
- [ ] President,
- [ ] Other officer,
- [ ] Court-appointed fiduciary,

on this 18th day of May, 2018.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

May 22, 2018 11:54 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

F
FPC

The Commonwealth of Massachusetts

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

FORM MUST BE TYPED **Certificate of Amendment** FORM MUST BE TYPED
(General Laws Chapter 156D, Section 15.04; 950 CMR 113.49)

(1) Exact name of corporation: Colwen Management, Inc.
(as contained in the Division's records)

(2) Registered office address: 155 Federal Street, STE 700, Boston, MA 02110
(number, street, city or town, state, zip code)

(3) This amendment shall change:

(check appropriate box(es))

☐ the corporation's name to*: _____

☐ the period of the corporation's duration to: _____

☐ the state or country of its incorporation to*: _____

☐ the street address of its principal office to: _____

☐ the fiscal year end to: _____

☐ the activities conducted by the foreign corporation in the commonwealth: _____

☑ its officers and directors: See Attached

☐ other _____

The name must satisfy the requirements of G.L. Chapter 156D, Section 15.06.

** If the amendment includes a change of its corporate name, or the state or country of its incorporation, attach a certificate evidencing the changes duly authenticated by the secretary of state or other official having custody of the corporate records in the state or country under whose law it is incorporated. If the certificate is in a foreign language, a translation thereof under oath of the translator shall be attached.*

P.C.

Colwen Management, Inc.

Officers and Directors

Name	Position	Business Address
Mark C. Schleicher	Director	Storm Peak Capital 249 Bragg Hill Road Norwich, VT 05055
Leo Xarras	Director	1359 Hooksett Road Hookset, NH 03106
Christine S. Thomas	Director	1359 Hooksett Road Hookset, NH 03106
Leo Xarras	CEO & President	1359 Hooksett Road Hookset, NH 03106
Terrence Bickhardt	Sr. V.P. & Treasurer	230 Commerce Way, Suite 200 Portsmouth, NH 03801
Julie Scott	Sr. V.P.	230 Commerce Way, Suite 200 Portsmouth, NH 03801
David Van Der Beken	Secretary	66 Hanover Street Manchester, NH 03101

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

Signed by: [illegible], Secretary
(signature of authorized individual)

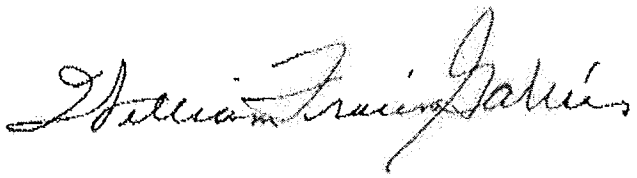
- ☐ Chairman of the board of directors,
- ☐ President,
- ☒ Other officer,
- ☐ Court-appointed fiduciary,

on this 18th day of June, 2015.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

June 19, 2015 09:44 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Letter dated November 14, 2018 regarding Address Change

Town of Natick
Massachusetts 01760
Home of Champions

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

MEMORANDUM

TO: Natick Postmaster
15 Common Street
Natick, MA 01760

Framingham Postmaster
330 Cochituate Road
Framingham, MA 01701

FROM: Trish O'Neil, Executive Assistant
poneil@natickma.org
508-647-6410

DATE: November 14, 2018

RE: Address Change

For your information, at their meeting of November 13, 2018, the Board of Selectmen voted unanimously to change the address at 1225 Worcester Street to 1 Superior Drive (Marriott Hotel) and 3 Superior Drive (62+ Residence Building).

Thank you.

cc: Katie Britt Snyder, Senior Project Manager
National Development
ksnyder@natdev.com

Town of Natick:
Board of Assessors
Comptroller
Police Department
Fire Department
Town Clerk
Tax Collector / Water & Sewer Billing
Community Development/Building Department
Department of Public Works
Board of Health

For Calendar Year: 2019

TOWN OF NATICK

APPLICATION FOR A WEEKDAY ENTERTAINMENT LICENSE

The undersigned hereby applies for a Weekday Entertainment License in accordance with the provisions of the statutes relating thereto:

Name of Establishment: Residence Inn by Marriott Natick

Applicant (*must be an individual*): Colwen Management, Inc., Leo Xarras, Chairman & CEO

If Businesss is a Corporation / Corporate Name and Officers: See Exhibit A attached hereto

If Business is not a Corporation, Name of Owner: N/A

Address of Establishment: 1 Superior Drive

Mailing Address: 230 Commerce Way, Ste. 200, Portsmouth, NH 03801 Telephone Number: 508-651-5250

Email Address: mcolavecchio@colwenhotels.com Fax Number: 603-897-6110

Describe the type of entertainment at your Establishment: Piped music and TV on first floor lobby, dining, and bar/lounge. Occasional musicians in bar/lounge. Musicians, DJs, and Dancing in Function Rooms.

Proposed hours of Entertainment Piped music and TV - 24/7. Occasional Musicians in bar 5pm-11pm. Function rooms for private events only

Signature of Applicant: _____ Date: 7/9/19

A certificate of insurance showing evidence that the applicant has workers' compensation insurance must be included with this completed application.

Pursuant to M.G.L. Ch. 62C, Sec. 49A:

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature of Applicant (Mandatory)	By Corporate Officer (If applicable)
02-0526858	7/9/19
Either a Social Security Number Or Federal Identification Number Must Be Supplied	Date (required)

This License will not be issued unless this certification clause is signed by the applicant.

FOR OFFICE USE ONLY:

Fee Paid: $_____ Check #___

Does Application meet all applicable zoning by-laws _____(Signed by Community & Development)

Date of BoS Meeting_____

_____Approved

_____Approved with Conditions (attach statement of conditions)

_____Denied (attach statement of reasons)

Donna Donovan <ddonovan@natickma.org>

Fwd: Residence Inn ComVic App

1 message

Patricia O'Neil <poneil@natickma.org> Fri, Aug 16, 2019 at 11:00 AM
To: Donna Donovan <ddonovan@natickma.org>

Recommendation for comvic for residence inn for novus

---------- Forwarded message ---------
From: **Brian Lauzon** <lauzon@natickpolice.com>
Date: Fri, Aug 16, 2019, 10:29 AM
Subject: Re: Residence Inn ComVic App
To: Patricia O'Neil <poneil@natickma.org>

Trish,

After review we would recommend that the BOS, acting as the Licensing Authority for the Town of Natick, approve this request for an Innholder's Common Victualers License for the Marriott Residence Inn located at 1 Superior Drive in Natick.

Respectfully submitted,

Lt. Brian G. Lauzon

On Thu, Aug 15, 2019 at 4:35 PM Patricia O'Neil <poneil@natickma.org> wrote:

> Hi again. Not sure Donna sent you this either. She sent you the application for the alcohol license, but we will also need a recommendation for this, please.
>
> --
> 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

Donna Donovan <ddonovan@natickma.org>

Fwd: Residence Inn - Application for Entertainment License

1 message

Patricia O'Neil <poneil@natickma.org> Fri, Aug 16, 2019 at 10:58 AM
To: Donna Donovan <ddonovan@natickma.org>

Donna, here is Brian's recommendation for residence in for agenda

---------- Forwarded message ---------
From: **Brian Lauzon** <lauzon@natickpolice.com>
Date: Fri, Aug 16, 2019, 10:41 AM
Subject: Re: Residence Inn - Application for Entertainment License
To: Patricia O'Neil <poneil@natickma.org>

Trish,

After review we would recommend that the BOS, acting as the Licensing Authority for the Town of Natick, approve this request for an Entertainment License for the Marriott Residence Inn located at 1 Superior Drive Natick. I would like to offer and recommend adding a stipulation to the license itself that states something along the lines that "this license does not extend to either of the exterior patios" so that there is no debate that entertainment is not allowed outside the building even though the patios are part of the premise.

Respectfully submitted,

Lt. Brian G. Lauzon

On Thu, Aug 15, 2019 at 4:33 PM Patricia O'Neil <poneil@natickma.org> wrote:

> Hi Brian. I don't think Donna sent this to you. Can we have a recommendation?
>
> --
> Trish O'Neil
> Executive Assistant
> Town of Natick
> 13 East Central Street
> Natick, MA 01760
> P: 508-647-6410
> F: 508-647-6401
> poneil@natickma.gov
> www.natickma.gov

ITEM TITLE: Cheesecake Factory: Change in Manager for an S12 All Alcohol On-Premises License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	8/15/2019	Cover Memo
Police Recommendation	8/15/2019	Cover Memo

The Cheesecake Factory Restaurants, Inc.
d/b/a The Cheesecake Factory
1245 Worcester Street
Natick, MA 01760
Date File: July 30, 2019

APPLICATION FOR CHANGE OF MANAGER

1. Summary of Transaction
2. $200 Monetary Transmittal Form
3. $200 Local Filing Fee
4. Application for Change of Manager (Monique Aguilar)
5. Applicant's Statement
6. State CORI & Proof of Citizenship
    - Monique Aguilar
7. Vote of the Corporate Board

Andrew Upton
DiNicola, Seligson & Upton, LLP
Six Beacon Street, Suite 700
Boston, MA 02108
P. 617-279-2595
F. 617-426-0587

SUMMARY OF TRANSACTION

APPLICATION FOR CHANGE OF MANAGER

The Cheesecake Factory Restaurants, Inc. d/b/a The Cheesecake Factory is submitting a Change of Manager application for Monique Aguilar to be the Manager of Record at 1245 Worcester Street, Natick, MA 01760. All other aspects of the operation of the licensed premise will remain the same.

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

AMENDMENT-Change of Manager

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

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

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

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 00046-RS-0768

ENTITY/ LICENSEE NAME The Cheesecake Factory Restaurants, Inc.

ADDRESS 1245 Worcester Street

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

For the following transactions (Check all that apply):

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

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

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

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 #: 32fd3965-e5f7-4187-82e7-33f1f759ae10

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Cheesecake Factory - Natick	$200.00
		$200.00

Total Convenience Fee: $4.70

Date Paid: 7/30/2019 2:51:00 PM EDT

Total Amount Paid: $204.70

Payment On Behalf Of

License Number or Business Name:
Cheesecake Factory - Natick

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Andrew

Last Name:
Upton

Address:
6 Beacon Street, Suite 700

City:
Boston

State:
MA

Zip Code:
02108

Email Address:
Andrew.Upton@dsu-law.com

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

AMENDMENT-Change of Manager

☒ Change of License Manager

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
The Cheesecake Factory Restaurants, Inc.	Natick	00046-RS-0768

2. APPLICATION CONTACT

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

Name	Title	Email	Phone
Andrew F. Upton	Attorney	Andrew.Upton@dsu-law.com	617-279-2595

3A. MANAGER INFORMATION

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

Proposed Manager Name: Monique Aguilar
Date of Birth: 10/05/1983
SSN: [redacted]

Residential Address: 36 Newhall St., Apt. #2, Saugus, MA 01906

Email: 0023gm@thecheesecakefactory.com
Phone: 617-388-9932

Please indicate how many hours per week you intend to be on the licensed premises: 40+
Last-Approved License Manager: Corey Dugan

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* ◉ Yes ○ No *Manager must be U.S. citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

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

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
2004	Present	Manager	The Cheesecake Factory	David Luz

3D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature: [signature] Date: 7/18/19

APPLICANT'S STATEMENT

I, David Overton the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of The Cheesecake Factory Restaurants, Inc.
Name of the Entity/Corporation

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

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

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

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

Signature: David Overton

Date: 7/26/19

Title: CEO

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	76800046	LICENSEE NAME:	The Cheesecake Factory Restaurants, Inc.	CITY/TOWN:	Natick

APPLICANT INFORMATION

LAST NAME:	Aguilar	FIRST NAME:	Monique	MIDDLE NAME:	Osbelin
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Pittsburg, CA		
DATE OF BIRTH:	10/05/1983	SSN:	[redacted]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Lopez	DRIVER'S LICENSE #:	[redacted]	STATE LIC. ISSUED:	Massachusetts
GENDER: FEMALE	HEIGHT: 5	3	WEIGHT: 190	EYE COLOR:	Brown
CURRENT ADDRESS:	36 Newhall Street, Apt. #2				
CITY/TOWN:	Saugus	STATE:	MA	ZIP:	01906
FORMER ADDRESS:	N/A				
CITY/TOWN:		STATE:		ZIP:	

PRINT AND SIGN

PRINTED NAME:	Monique Aguilar	APPLICANT/EMPLOYEE SIGNATURE:	

NOTARY INFORMATION

On this July 19, 2019 before me, the undersigned notary public, personally appeared Monique Aguilar (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License (MA) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

BRIAN MAURICIO FORERO
Notary Public, Commonwealth of Massachusetts
My Commission Expires May 29, 2026

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI AUTHORIZED EMPLOYEE

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

CERTIFICATION OF VITAL RECORDS

COUNTY of CONTRA COSTA

MARTINEZ, CALIFORNIA

104 - (STATE BIRTH CERTIFICATE NUMBER)

CERTIFICATE OF LIVE BIRTH
STATE OF CALIFORNIA

0700 05900 (LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER)

THIS CHILD	1A. NAME OF CHILD—FIRST: MONIQUE	1B. MIDDLE: OS'BELIN	1C. LAST: AGUILAR		
	2. SEX: FEMALE	3A. THIS BIRTH, SINGLE, TWIN, ETC.: SINGLE	3B. IF MULTIPLE, THIS CHILD 1ST, 2ND, ETC.: -	4A. DATE OF BIRTH—MONTH, DAY, YEAR: OCTOBER 5, 1983	4B. HOUR—(24 HOUR CLOCK TIME): 2309
PLACE OF BIRTH	5A. PLACE OF BIRTH—NAME OF HOSPITAL OR FACILITY: LOS MEDANOS COMMUNITY HOSPITAL	5B. STREET ADDRESS (STREET, NUMBER, OR LOCATION): 2311 LOVERIDGE ROAD			
381/443	5C. CITY OR TOWN: PITTSBURG	5D. COUNTY: CONTRA COSTA			
FATHER OF CHILD	6A. NAME OF FATHER—FIRST: IVAN	6B. MIDDLE: ALEXANDER	6C. LAST: AGUILAR	7. STATE OF BIRTH: HONDURAS	8. AGE OF FATHER: 18
MOTHER OF CHILD	9A. NAME OF MOTHER—FIRST: LETTY	9B. MIDDLE: MICAELA	9C. LAST (BIRTH NAME): LOPEZ	10. STATE OF BIRTH: CA	11. AGE OF MOTHER: 17
PARENT'S CERTIFICATION	I CERTIFY THAT I HAVE REVIEWED THE STATED INFORMATION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE	12A. PARENT OR OTHER INFORMANT—SIGNATURE: Letty Micaela Lopez	12B. RELATIONSHIP TO CHILD: MOTHER	12C. DATE SIGNED: 10-06-83	
ATTENDANT'S CERTIFICATION	I CERTIFY THAT I ATTENDED THIS BIRTH AND THAT THE CHILD WAS BORN ALIVE AT THE HOUR, DATE AND PLACE STATED	13A. PHYSICIAN OR OTHER ATTENDANT—SIGNATURE—DEGREE OR TITLE: Richard J. Clarke MD	13B. LICENSE NUMBER: G-40037	13C. DATE SIGNED: 10-06-83	
	14. REQUEST OMISSION FROM SOLICITATION LISTS	13D. TYPED NAME AND ADDRESS: R.J.CLARKE,M.D.,2339 BUCHANAN ROAD, ANTIOCH, CA 94509			
LOCAL REGISTRAR	15. DEATH—ENTER DATE OF DEATH	16. LOCAL REGISTRAR—SIGNATURE: Calendula Brunner M.D.		17. DATE ACCEPTED FOR REGISTRATION: OCT 18 1983	

000474433

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA } SS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the CONTRA COSTA COUNTY RECORDER.

ATTEST: [signature]

DATE ISSUED: NOV 07 2006

Stephen L. Weir
CONTRA COSTA COUNTY RECORDER

This copy not valid unless prepared on engraved border displaying date and signature of Deputy Recorder.

THE GREAT SEAL OF THE STATE OF CALIFORNIA EUREKA

THE SEAL OF CONTRA COSTA COUNTY CALIFORNIA

DO NOT ACCEPT UNLESS BORDER HAS IRIDESCENT WORDS THIS CERTIFICATE

CORPORATE VOTE

The Board of Directors or LLC Managers of The Cheesecake Factory Restaurants, Inc.
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Jul 24, 2019
Date of Meeting

For the following transactions (Check all that apply):

- [x] Change of Manager
- [ ] Other

"VOTED: To authorize Andrew F. Upton
Name of Person

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

"VOTED: To appoint Monique Aguilar
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Corporate Officer /LLC Manager Signature

David Overton, CEO
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

Jessica Dament
(Print Name)

Donna Donovan <ddonovan@natickma.org>

Re: Cheesecake Factory

1 message

Brian Lauzon <lauzon@natickpolice.com> Fri, Aug 2, 2019 at 10:34 AM
To: Donna Donovan <ddonovan@natickma.org>

Donna,

After review, we would recommend favorably that the BOS acting as the Licensing Authority for the Town of Natick, approve Ms. Monica Aguilar as the new Manager of Record for the Cheesecake Factory located at the Natick Mall-1245 Worcester Street. We would request that Ms. Aguilar be provided with a copy of the Town of Naticks policies on Alcoholic Beverages and the service of same. We would also request that Ms. Aguilar forward to me, within 30 days of approval, a copy of her most recent alcoholic beverage service training training certificate.

Respectfully submitted,
Lt. Brian G. Lauzon

On Thu, Aug 1, 2019 at 4:41 PM Donna Donovan <ddonovan@natickma.org> wrote:

> Hi Brian,
>
> Attached is an application for a change in manager for Cheesecake Factory.
>
> Thanks
>
> Donna Donovan
> Senior Executive Assistant
> Town of Natick
> 508-647-6410

ITEM TITLE: Michael Projman: Interview for Appointment to the Historical Commission

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Packet	8/16/2019	Cover Memo

Town of Natick

HISTORICAL COMMISSION

BOARD DETAILS

OVERVIEW

SIZE 10 Seats

TERM LENGTH 36 Months

TERM LIMIT

Chapter 40, Section 8D. A city or town which accepts this section may establish an historical commission, hereinafter called the commission, for the preservation, protection and development of the historical or archeological assets of such city or town. Such commission shall conduct researches for places of historic or archeological value, shall cooperate with the state archeologist in conducting such researches or other surveys, and shall seek to coordinate the activities of unofficial bodies organized for similar purposes, and may advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which it deems necessary for its work.

DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION WEBSITE

Town of Natick

HISTORICAL COMMISSION

BOARD ROSTER

SALVATORE A ALESSI
2nd Term **Jul 01, 2018 - Jun 30, 2021**
Appointing Authority Board of Selectmen
Position Member

STEVE EVERS
10th Term **Jul 01, 2018 - Jun 30, 2021**
Appointing Authority Board of Selectmen
Position Chair

MICHAEL R FRECHETTE
1st Term **Apr 01, 2019 - Jun 30, 2022**
Appointing Authority Board of Selectmen
Position Member

VIRGINIA LYSTER
8th Term **Jul 01, 2016 - Jun 30, 2019**
Appointing Authority Board of Selectmen
Position Member

NATHANIEL J. SHEIDLEY
2nd Term **Jul 01, 2019 - Jun 30, 2022**
Appointing Authority Board of Selectmen
Position Member

MAUREEN L SULLIVAN
7th Term **Jul 01, 2017 - Jun 30, 2020**
Appointing Authority Board of Selectmen
Position Member

VINCENT VITTORIA
2nd Term **Jul 01, 2019 - Jun 30, 2022**
Appointing Authority Board of Selectmen
Position Member

VACANCY

VACANCY

VACANCY

Profile

Michael
First Name

T
Middle Initial

Pojman
Last Name

mike.pojman@roxburylatin.org
Email Address

1 Washburn Ct
Street Address

Suite or Apt

Natick
City

MA
State

01760
Postal Code

What Precinct do you live in? *

- [x] Precinct 9

Mobile: (508) 934-6655
Primary Phone

Home:
Alternate Phone

The Roxbury Latin School
Employer

Assistant Headmaster/Teacher
Job Title

Applicants are encouraged to attend or read the minutes of several meetings of the body to which they are applying, if possible.

Which Boards would you like to apply for?

Historical Commission: Submitted

Are you a registered voter in the Town of Natick?

(•) Yes ( ) No

Have you ever attended a Natick town meeting?

( ) Yes (•) No

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

( ) Yes (•) No

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

Interests & Experiences

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

I have lived in Natick for 30 years, and have always been interested in the history of the town. I own an historic 1870s era "factory worker's" house near the center of town. I am now serving as President of the Natick Historical Society, so there is a natural connection, I think. Steve Evers is a friend and also a member of our Board.

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

○ Yes ◉ No

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

I am an amateur student of architecture and period carpentry.

Please list any professional affiliations.

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

Architecture, amateur cabinetry and carpentry.

Applicants are encouraged to upload a resume, accepted file types are listed below.

Upload a Resume

ITEM TITLE: Grace Keeney: Interview for Appointment to the Cultural Council

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Packet	8/16/2019	Cover Memo

Town of Natick

CULTURAL COUNCIL

BOARD DETAILS

OVERVIEW

SIZE 9 Seats

TERM LENGTH 24 Months

TERM LIMIT

Purpose:

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

DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION WEBSITE

Town of Natick

CULTURAL COUNCIL

BOARD ROSTER

PRERNA DUBLISH
1st Term **Jun 26, 2019 - Jun 30, 2021**
Appointing Authority Board of Selectmen
Position Social Media Coordinator

ROBERT K HIRSCH
1st Term **Mar 04, 2019 - Jun 30, 2021**
Appointing Authority Board of Selectmen
Position Treasurer

SHRIYA JOAG
1st Term **Jun 25, 2019 - Jun 30, 2021**
Appointing Authority Board of Selectmen
Position Chair

DAVID KRENTZMAN
1st Term **Jul 01, 2019 - Jun 30, 2021**
Appointing Authority Board of Selectmen
Position Member

SHAHREEN H QUAZI-DAHODWALA
1st Term **Sep 06, 2018 - Jun 30, 2020**
Appointing Authority Board of Selectmen
Position Secretary

VACANCY

VACANCY

VACANCY

VACANCY

Profile

Grace
First Name

Middle Initial

Keeney
Last Name

grace.keeney@sunlife.com
Email Address

64 Washington Avenue
Street Address

Suite or Apt

Natick
City

MA
State

01760
Postal Code

What Precinct do you live in? *

- [x] Precinct 4

Mobile: (908) 930-3168
Primary Phone

Home:
Alternate Phone

Employer

Job Title

Applicants are encouraged to attend or read the minutes of several meetings of the body to which they are applying, if possible.

Which Boards would you like to apply for?

Cultural Council: Submitted

Are you a registered voter in the Town of Natick?

(•) Yes ( ) No

Have you ever attended a Natick town meeting?

(•) Yes ( ) No

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

( ) Yes (•) No

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

Interests & Experiences

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

No

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

○ Yes ○ No

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

Resume attached

Please list any professional affiliations.

Secretary-Fenway Civic Association Co-Chair-Women's Leadership Network Co-Chair - United Way Emerging Leader's Boards

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

Applicants are encouraged to upload a resume, accepted file types are listed below.

20190729151532258.pdf

Upload a Resume

Grace Elizabeth Seme Keeney

64 Washington Avenue, Natick, MA 01760 | 908-930-3168 | Grace.Keeney@sunlife.com

RELEVANT LEADERSHIP EXPERIENCE

Co-Chair, Women's Leadership Network, Sun Life, Wellesley, MA 08/16 - Present

- Leads the Board to define and execute on annual priorities as well as provide ongoing support and mentoring to WLN organization to ensure alignment, empowerment and impact, as we support our 850+ members
- Responsible for defining strategy and facilitating merger of US and Canadian women's groups by driving planning discussions, offering collaborative approach and negotiating solutions ideal for both teams
- Facilitates monthly meetings, prepares material for discussions (pre-reads on strategy, agendas, minutes, etc.), creates our annual measures of success and calendar, and manages our $10k budget
- Led team to produce 15 professional development, networking and philanthropic events in 2018, hosted across over 10 locations and raised over $43,000 for St. Jude
- Meets monthly with all Inclusion Network (employee resource group) Co-Chairs to create alignment on shared goals, drive forth shared initiatives, increase employee engagement, and foster allyship among networks to foster inclusive organization

Co-Chair, United Way Emerging Leaders Board, Boston, MA 08/16 - Present

- Responsible for leading the United Way Emerging Leaders Board to provide leadership, volunteer and networking opportunities to young professionals in the region, by promoting two foundations of better lives - financial opportunity and educational success
- Motivated United Way Board of 20+ young professionals in Boston area to raise $91,000, surpassing goal of $80,000, almost tripling year over year goal ($36,000) through hosting charity events, soliciting sponsors and leveraging networks
- Drove and implemented new Board structure, outlining roles and responsibilities, goals and fundraising requirements resulting in the team exceeding goals

Board Member, Commonwealth Seminar Advisory Board, Boston, MA 09/18 – Present

- Responsible for providing strategic direction to Executive Director, suggesting new revenue streams, assisting with 15th Anniversary celebration and advocating for use of data from past participants to tell the Commonwealth Seminar story
- Past participant of 6 week program, dedicated to ensuring doors of government are open to all

Secretary, Fenway Civic Association, Boston, MA 10/18 – 06/19

- Responsible for advocating on behalf of Fenway residents at public meetings, meeting with local businesses and expressing the unique needs and concerns of Fenway residents on proposed business development plans

PROFESSIONAL EXPERIENCE

Associate Director, Strategic Programs, Sun Life, Wellesley, MA 12/17 – Present

- Responsible for managing strategic initiatives throughout the company ranging in integrations of an acquired business, building a new growth opportunity with partners in Asia to create robotic automation, managing a confidential project to ramp down team of 75 employees to approx. 20 employees, and support additional requests as they arise

Senior Business Consultant, Product & Strategy, Sun Life, Wellesley, MA 11/15 - 12/17

- Responsible for driving annual strategy planning process, partnering with stakeholders across the company, identifying potential initiatives to be prioritized, facilitating multiple cross-site virtual meetings to review initiatives, gain approval on annual priorities, and provide quarterly reporting on how initiatives are progressing
- Supported the SVP of Group & Voluntary to drive strategy and initiatives critical to the business which includes facilitating team meetings, creating a sub-team to identify strategies to improve sales momentum, as well as driving employee initiatives like the Workplace by Facebook pilot
- Nominated for CEO Award for work creating and managing Stay at Work pilot, in partnership with Vocational Resources, to deliver services to two Clients (Dartmouth-Hitchcock and Kettering) while defining future strategy of offering at Sun Life

Rotational Leadership Development Program, Sun Life, Wellesley, MA and Waterford, Ireland 08/12 - 11/15

Rotations in Product, Information Technology & Marketing

- Gained experience in project managing business initiatives, while also driving strategic planning work
- Acted as relationship manager to facilitate monthly partnership meetings with three vendors (ComPsych, Assist America and HRI, Inc.) and responsible for driving success on Value Added Services programs
- Managed graduate student by providing coaching, managing capacity and providing development opportunities through cross department projects
- Founder and creator of RLDP Breakfast and Beyond; Engaged alumna of RLDP program and mentor to RLDP participants

EDUCATION

Bentley University, Waltham, MA

Bachelor of Science, Management and Liberal Studies in Global Perspectives, May 2012

G.P.A. 3.73; President's List, President's Academic Scholarship, Modern Languages Honor Society *Phi Sigma Iota*

Certifications: Change Management Certified, Prosci, June 2018; Graduate of She Should Run Virtual Cohort, July 2019

ITEM TITLE: Appoint Lead Records Access Officer ("Super RAO")

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Records Access Officer Designation Memo-M. Malone	8/19/2019	Cover Memo

MELISSA A. MALONE
TOWN ADMINISTRATOR

TOWN OF NATICK
MASSACHUSETTS

Memorandum

To: Board of Selectmen

From: M.Malone

cc: Kathy Lentini, Bill Chenard, John Townsend, and Diane Packer

Date: August 16, 2019

On June 27, 2019, the Town Clerk sent correspondence to the Chair of the Board of Selectmen regarding her appointment as the "Super Records Access Officer" and provided subsequent information on July 6, 2019. The Board of Selectmen discussed this issue on July 8, 2019 and July 29, 2019. During the discussion, it was noted that every Town department has a Records Access Officer designated.

Along with individuals designated within Town departments as "Records Access Officer," the Town has a Communications Information Officer (CIO), Kathy Lentini. Beginning September 3, 2019, Ms. Lentini will serve as the Town of Natick's Records Access Officer, and will work with the designated Town departments' Records Access Officers to assist with records requests that are received. Between now and September 3, 2019, Town Administration will work to ensure that Ms. Lentini is provided with the necessary credentials to oversee the software program that tracks requests for public records. We will also ensure that the software program captures the designated Records Access Officers in each department.

As the Town's Records Access Officer, Ms. Lentini's contact information will be appropriately noticed and we will ensure that each department has its Records Access Officer listed on their respective web page as well.

ITEM TITLE: Deputy Town Administrator/Operations and Recreation and Parks Director: Playground Condition Report

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
JJ Lane Park Email-A. Grady	8/19/2019	Cover Memo
Playground Repairs Status-K. Partanen	8/19/2019	Cover Memo

Patricia O'Neil <poneil@natickma.org>

Fwd: JJLane Park

1 message

Michael Hickey <mhickey@natickma.org> Tue, Aug 13, 2019 at 3:31 PM
To: chenard@natickma.org, Karen Partanen <kpartanen@natickma.org>, agoodhind@natickma.org, jmarsette@natickma.org, thladick@natickma.org, Lauzon@natickpolice.com
Cc: mmalone@natickma.org, hicks@natickpolice.com, selectmen@natickma.org

All,

Please see below - absolutely fantastic feedback from our friend Alan Grady. Most of us are aware of Alan's attention to safety and maintenance conditions involving Town assets - and at JJ Lane in particular, as it's a place he loves and frequents - so this type of positive feedback is really something for which you can be very proud. Bravo, all, and thank you!

Mike

Begin forwarded message:

> **From:** Alan Grady <alan65v@gmail.com>
> **Date:** August 13, 2019 at 2:56:29 PM EDT
> **To:** mhickey@natickma.org
> **Cc:** ssalamoff@natickma.org, rick.jennett@gmail.com, jonathan.h.freedman@gmail.com, kadelman0@gmail.com, mmalone@natickma.org
> **Subject: JJLane Park**
>
> On behalf of all of us that enjoy JJ Lane Park , I want to thank the Board of Selectmen, Bill Chenard and others that have improved ongoing park maintenance . The irrigation system was repaired, grass is mowed every week, dead trees were replaced, the playground is clean and the restrooms have a reliable cleaning service.
> The maple trees lining the front of the park along Speen Street had grown so full they impinged upon drivers ability to see oncoming traffic when exiting the park.
> I reported the safety issue to Lieutenant Lauzon and Tom Hladick. They took action immediately and had the trees pruned . Thanks to them for making that safety issue a priority.
> Sent from my iPad

Natick Recreation & Parks

People Driven. Service Focused.

Karen Partanen
Recreation & Parks
Director

SUBJECT: Playground Repairs Status
DATE: August 19, 2019
TO: Mike hickey, Chair Natick Board of Selectmen
CC: Bill Chenard, Deputy Town Administrator
FROM: Karen Partanen, Director of Recreation & Parks

In May 2019, New England Playground Inspections began low frequency inspections of 14 playgrounds throughout town, which included schools and parks. These inspections were a follow up to the inspections that were done in 2016.

At the request of the inspector, town employees removed any components that were potential hazards until proper repairs could be made. The 14 reports were completed in late June 2019.

To date, we have solicited repair quotes from 4 vendors and as of August 16, 2019 we received 2 official quotes. Awarding a contract for the repairs for 7 playgrounds is forthcoming at a future Board of Selectman meeting.

ITEM TITLE: West Natick Fire Station: Asbestos/Construction Update

ITEM SUMMARY:

ITEM TITLE: Adult Use Marijuana Regulations: Update

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Medical and Recreational Marijuana Update-M. Malone	8/19/2019	Cover Memo
Request for Update	8/14/2019	Cover Memo

MELISSA A. MALONE
TOWN ADMINISTRATOR

TOWN OF NATICK
MASSACHUSETTS

Memorandum

To: Board of Selectmen

From: M.Malone

cc: B. Chenard, J. Townsend, Chief Hicks, J.White, T.Fields, K. Laughman, Esq.

Date: August 16, 2019

Re: Medical and recreational marijuana update

Medical marijuana

At this time and from what we know, the CCC is requiring that Bountiful Farms (BF) hold a community meeting. It is my understanding, that BF is now represented by George Richards. Jeff Barton of BF requested to go before the Planning Board for informational purposes while the issue of the community meeting was being discussed with the CCC. BF disagrees with the CCC that it is required to hold a community meeting. Special counsel for the Town, Katie Laughman, flagged issues with appearing before the Planning Board before actually filing for a special permit. I communicated the same to Mr. Barton, and his counsel has been in contact with Ms. Laughman. Town Administration, the Planning Board, and Ms. Laughman remain ready and willing to work with BF once a resolution between BF and the CCC is complete.

Adult use recreational marijuana

Information regarding the process and timeline has been and continues to be available on our website. With respect to deadlines, earlier this year we anticipated to be accepting applications in Spring/Summer of 2019, however, that has been pushed back to the Fall, 2019. Ms. Laughman confirmed that best practices will be utilized based upon the experiences from other communities with the Request for Interest (RFI)/Request for Proposals (RFP) later this fall. Following, the RFI/RFP awards host community agreements will then be negotiated with the Town of Natick. https://www.natickma.gov/1556/Regulation-of-Adult-Use-Recreational-Mar

Patricia O'Neil <poneil@natickma.org>

Fwd: Adult Use Marijauna Regulations

1 message

Michael Hickey <mhickey@natickma.org> Sat, Aug 3, 2019 at 12:55 PM
To: Patricia O'Neil <poneil@natickma.org>, Donna Donovan <ddonovan@natickma.org>
Cc: Melissa Malone <mmalone@natickma.org>, Jonathan Freedman <jfreedman@natickma.org>

Please add to working draft of 8/19 agenda - under BOS Updates (for now). Thanks.

---------- Forwarded message ---------
From: **George Richards** <glr3home@gmail.com>
Date: Thu, Aug 1, 2019 at 2:47 PM
Subject: Re: Adult Use Marijauna Regulations
To: Michael Hickey <mhickey@natickma.org>
Cc: George Richards <GRichards@southnaticklaw.com>, mmalone@natickma.org <mmalone@natickma.org>

Michael:

Thank you for the quick response and I look forward to getting an update on the 19th!

George

Sent from my iPhone

On Aug 1, 2019, at 1:20 PM, Michael Hickey <mhickey@natickma.org> wrote:

> Hi George. The deadline for finalizing and posting our agenda for Monday 8/5 is in about two hours. It's a full agenda. This item will not be added. But I'm happy to add it to 8/19 agenda for an update.
>
> On Aug 1, 2019, at 12:24 PM, George Richards <GRichards@southnaticklaw.com> wrote:
>
>> Hi Melissa:
>>
>> I am writing to formally request that the above matter be placed on the Selectmen's Agenda for their next meeting in order to update the public on the status of the regulations and selection process since it has now been well over 6 months since Town Meeting passed the required zoning articles?
>>
>> If the matter can't be placed on the next Agenda, please be advised that I expect several residents to attend the meeting and speak at the "public speak" portion of the meeting in hopes of getting more information on the reasons for such a long delay and the expected timeline for the future..
>>
>> Thanks in advance for your prompt response!
>>
>> George

George L. Richards III

65 Everett Street

Natick, MA 01760

Email: grichards@southnaticklaw.com

ITEM TITLE: Sign the 2019 Fall Annual Town Meeting Warrant

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Warrant	8/19/2019	Cover Memo

WARRANT
FALL ANNUAL TOWN MEETING
OCTOBER 15, 2019

THE COMMONWEATH OF THE MASSACHUSETTS

Middlesex, ss

To Any Constable of the Town of Natick in said County:
Greeting:

In the name of the Commonwealth of Massachusetts you are required to notify the qualified Town Meeting Members of the said Town of Natick to meet in the Wilson Middle School, Natick on **Tuesday Evening October 15, 2019 at 7:30 PM**, then and there to act on the following Articles:

Article 1	Fiscal 2020 Omnibus Budget
Article 2	Stabilization Fund
Article 3	Operational/Rainy Day Stabilization Fund
Article 4	Capital Stabilization Fund
Article 5	Other Post-Employment Benefits (OPEB) Appropriation or Transfer of Funds
Article 6	Collective Bargaining
Article 7	Personnel Board Classification and Pay Plan
Article 8	PEG Access and Cable Related Fund
Article 9	Rescind Authorized, Unissued Debt
Article 10	Unpaid Bills
Article 11	Capital Equipment
Article 12	Capital Improvement
Article 13	Committee Article
Article 14	Increase Gross Receipts for Eligibility for Property Tax Deferral Program
Article 15	Street Acceptance – Eliot Hill Road, Merifield Lane, Woodcock Path
Article 16	Street Acceptance – Michael Terrace
Article 17	Street Acceptance – Clearview Terrace
Article 18	Amend Article 70 of the Town of Natick By-Laws: Public Works Regulations
Article 19	Amend Article 79A of the Town of Natick By-Laws: Stormwater Management and Erosion Control
Article 20	Transfer of land to Conservation Commission: Portions of 165 Mill Street Parcel
Article 21	West Natick Fire Station Signal Controls
Article 22	Amend Article 20 of the Natick Town Bylaws
Article 23	Alteration of Layout of North Main Street (Route 27) and Adjacent Streets
Article 24	Transfer of Land and Grant of Easement to Natick Affordable Housing Trust: 299-301 Bacon Street
Article 25	Access to Hunnewell Fields
Article 26	22 Pleasant Street
Article 27	Real Estate Transfer Surcharge in Support of Affordable Housing
Article 28	Land Area of the Town and its Makeup
Article 29	Adjust Housing Density and Residential Parking Regulations in the Downtown Mixed-Use District
Article 30	Amend Zoning By-laws: Creative Production Use Zoning Amendment
Article 31	Amend Zoning By-laws: Specialty Craft Fabrication Zoning Amendment
Article 32	Amend Zoning By-laws: Downtown Business (DB) District Zoning Amendment
Article 33	Amend Zoning By-laws: Non-conforming Uses, Large Residential Additions Zoning Amendment
Article 34	Amend Zoning By-laws: Alternate Uses In Residential Districts Zoning Amendment
Article 35	Amend Zoning By-laws: Retail Marijuana Overlay Districts
Article 36	Amend Article 2 Section 10-c of the Charter
Article 37	Report from Town Meeting Practices and Rules Committee
Article 38	Amend the Town of Natick By-Laws: Create New Standing Committee

Article 39	Amend the Town of Natick General Bylaws and Zoning Bylaws to Change References to the Board of Selectmen to the Select Board, and to Change References to Chairman to Chair
Article 40	Amend the Town of Natick Home Rule Charter to Change References to the Board of Selectmen to the Select Board, and to Change References to Chairman to Chair
Article 41	Contact Information Requirement for Town Meeting Members and Elected Officials
Article 42	Feasibility Study for Increasing Parking Spaces for Morse Institute Library
Article 43	Annual Appropriation to Subsidize the Operation of the Lincoln Café at the Community-Senior Center
Article 44	Rezone Properties Known as 1075 & 1085 Worcester Street from Industrial II to Highway Mixed Use I.

ARTICLE 1
Fiscal 2020 Omnibus Budget
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for the operation of the government of the Town of Natick, including debt and interest, during Fiscal Year 2020 (July 1, 2019 through June 30, 2020) and to provide for a reserve fund for Fiscal Year 2020, and to see what budgets for Fiscal 2020 will be reduced to offset said additional appropriations; or otherwise act thereon.

ARTICLE 2
Stabilization Fund
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for the purpose of supplementing the Stabilization Fund established under Article 22 of the warrant for Annual Town Meeting of 1961, as authorized by Chapter 40, Section 5B of the General Laws, as amended; or otherwise act thereon.

ARTICLE 3
Operational/Rainy Day Stabilization Fund
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for the purpose of supplementing the Operational Stabilization Fund established by vote of the 2011 Spring Annual Town Meeting under Article 4, as authorized by Chapter 40, Section 5B of the General Laws, as amended; or otherwise act thereon.

ARTICLE 4
Capital Stabilization Fund
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for the purpose of supplementing the Capital Stabilization Fund established under Article 2 of the warrant for Fall Annual Town Meeting of 2010, as authorized by Chapter 40, Section 5B of the General Laws, as amended; or otherwise act thereon.

ARTICLE 5
Other Post-Employment Benefits (OPEB) Appropriation or Transfer of Funds
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or otherwise provide for, the Other Post-Employment Benefits Liability Trust Fund established pursuant to the provisions of Chapter 32B, Section 20 of the General Laws as amended by section 15 of Chapter 218 of the Acts of 2016; or otherwise act thereon.

ARTICLE 6
Collective Bargaining
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide, to implement any Collective Bargaining Agreements between the Town Natick and any recognized bargaining units of the Town; or otherwise act thereon.

ARTICLE 7
Personnel Board Classification and Pay Plan
(Town Administrator)

To see if the Town, pursuant to the authority contained in Section 108A of Chapter 41 of the General Laws, will vote to amend Article 24 of the Natick Town By-Laws, specifically the Classification and Pay Plan referenced in Section 3, paragraph 3.10 therein, by adding, deleting or

amending position titles; re-classifying positions to a different Grade; and/or effecting changes in the salary ranges as presently established; or otherwise act thereon.

ARTICLE 8
PEG Access and Cable Related Fund
(Town Administrator)

To see what sum of money the Town will vote to appropriate from the PEG Access and Cable Related Fund, established by vote of 2019 Special Town Meeting #1 under Article 1, as authorized by Chapter 44, Section 53F ¾ of the General Laws, as amended, to fund PEG access programming, as well as certain other municipal cable related expenses; or otherwise act thereon.

ARTICLE 9
Rescind Authorized, Unissued Debt
(Town Administrator)

To see if the Town will vote to rescind the authorization for unissued debt that has been determined is no longer needed for the completion of various projects; or otherwise act thereon.

ARTICLE 10
Unpaid Bills
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide for the payment of unpaid bills of previous years, incurred by the departments, boards and officers of the Town of Natick; or otherwise act thereon.

ARTICLE 11
Capital Equipment
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide as may be required for capital equipment for the various departments of the Town of Natick; to determine whether this appropriation shall be raised by borrowing or otherwise; or otherwise act thereon.

ARTICLE 12
Capital Improvement
(Town Administrator)

To see what sum of money the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide to implement a Capital Improvement Program, to protect the physical infrastructure of the Town of Natick, to add new physical infrastructure, or to improve community assets; and, further, to determine whether this appropriation shall be raised by borrowing or otherwise; or to otherwise act thereon.

ARTICLE 13
Committee Article
(Board of Selectmen)

To see if the Town will vote to hear and discuss the reports of town officers, boards, and committees; or otherwise act thereon.

ARTICLE 14
Increase Gross Receipts For Eligibility for Property tax Deferral Program
(Board of Selectmen)

To see if the Town will vote to increase the maximum qualifying gross receipts from all sources which an eligible person may have as exempt from property taxes in the prior calendar year, to be eligible to defer property taxes under G.L. c. 59§ 5, Clause 41A; however such maximum qualifying gross receipts amount shall not exceed the amount of income determined by the commissioner of revenue for the purposes of subsection (k) of

Section 6 of Chapter 62 for a single person who is not a head of household. Such increase to be effective for deferrals granted for taxes assessed for any fiscal year beginning on or after July 1, 2019; or otherwise act thereon.

ARTICLE 15
Street Acceptance-Eliot Hill Road, Merifield Lane, Woodcock Path
(Board of Selectmen)

To see if the Town will vote to accept **Eliot Hill Road, Merifield Lane** and **Woodcock Path** as public ways, and any appurtenant easements thereto, as laid out as shown a plan entitled "Eliot Acres Section II, a Subdivision of land in Natick Mass. " dated July 30 1966, Prepared by Schofield Brothers Registered Land Surveyors & Civil Engineers, recorded at the Middlesex (South) Registry of Deeds as plan Number 1122 of 1967, book 11401, Page 527; to see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, easements in any land necessary for laying out and acceptance of Eliot Hill Road, and any appurtenant drainage, utility or other easements related to said Eliot Hill Road and/or to accept grants thereof; and further to authorize the Board of Selectmen and other Applicable Town of Natick Boards and personnel to take all related actions necessary or appropriate to accomplish the purposes of this article; Meaning and intending to accept the remainder of Eliot Hill Road, Merifield Lane and Woodcock Path, such that the entirety of these named roads are accepted by the Town as public ways., or otherwise act thereon.

ARTICLE 16
Street Acceptance – Michael Terrace
(Board of Selectmen)

To see if the Town will vote to accept **Michael Terrace** as a public way, and any appurtenant easements thereto, as laid out as shown a plan entitled "Countryside Acres, Subdivision of Land in Natick Mass. " dated May 14, 1962, Prepared by McCarthy Engineering Service Inc., recorded at the Middlesex (South) Registry of Deeds as plan Number 1332 of 1963, book 10,363, Page 221; to see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, easements in any land necessary for laying out and acceptance of Michael Terrace, and any appurtenant drainage, utility or other easements related to said Michael Terrace and/or to accept grants thereof; and further to authorize the Board of Selectmen and other Applicable Town of Natick Boards and personnel to take all related actions necessary or appropriate to accomplish the purposes of this article; Meaning and intending to accept the remainder of **Michael Terrace**, such that the entirety of this named road is accepted by the Town as a public way, or otherwise act thereon.

ARTICLE 17
Street Acceptance – Clearview Terrace
(Board of Selectmen)

To see if the Town will vote to accept **Clearview Drive** as a public way, and any appurtenant easements thereto, as laid out as shown a plan entitled "Revised plan of Eliot Acres Plan of Land in Natick Mass. " dated September 26, 1966, Prepared by McCarthy Engineering Services, recorded at the Middlesex (South) Registry of Deeds as plan Number 1308(A of 2) of 1966, Book 11245, Last page; to see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, easements in any land necessary for laying out and acceptance of Clearview Drive, and any appurtenant drainage, utility or other easements related to said Eliot Hill Road and/or to accept grants thereof; and further to authorize the Board of Selectmen and other Applicable Town of Natick Boards and personnel to take all related actions necessary or appropriate to accomplish the purposes of this article; Meaning and intending to accept the remainder of Clearview Drive, such that the entirety of this named road is accepted by the Town as a public way, or otherwise act thereon.

ARTICLE 18
Amend Article 70 of the Town of Natick By-Laws: Public Works Regulations
(Board of Selectmen)

To see whether the Town will vote to amend Article 70 of the Town of Natick By-Laws as follows:

1. Remove the second, third and fourth paragraph of Section 6
2. Insert new Section 8 with the wording:

"Section 8 Private Ways

Snow and Ice Removal. The Town may remove snow and ice from such private ways for emergency vehicle access in accordance with Massachusetts General Laws and Board of Selectmen regulations and policies.

Barriers. Barricades, obstacles, or vehicles on private ways that are a barrier to prompt and appropriate emergency access shall be removed on order of the Police or Fire Chief, at the expense of the owner or owners of the private way. However, if the barrier is a vehicle, it shall be removed on order of the Police or Fire Chief and at the expense of the owner of the vehicle.

Temporary Repairs. The Town may perform temporary repairs to private ways that have been open to the public for a period of at least six (6) years. The Town may only perform temporary repairs in accordance with regulations and policies issued by the Board of Selectmen and that are determined by the Director of Public Works to be required for public necessity.

Said temporary repairs shall be considered necessary if they abate an immediate hazard. They shall not be considered as maintenance of the private way nor shall the way be considered a public way. Cash deposits or payments shall not be required and betterment charges shall not be assessed for said temporary repairs.

The Town shall not be liable for any damage to private property caused by such repairs, except as otherwise provided by law. The Town shall not incur any liability whatsoever on account of action or inaction resulting pursuant to this By-Law."

Article 70 Public Works Regulations

Section 6 Betterments

Whenever betterments are assessed in connection with a public way, the entire cost of the construction of streets on said ways shall be assessed to the abutters and one-half (1/2) of the costs of construction of sidewalks shall be assessed to the abutters, provided, however, that this section shall not apply to a subdivision of land under Section 81 of Chapter 41 of the General Laws as amended.

~~The Director of Public Works may make repairs to private ways providing that an Annual or Special Town Meeting determines that the repairs are required by public necessity and convenience and a majority of the abutters petition for such repairs to be made and that the way has been open to public use for a period of six (6) years. Such repairs shall include the installation and construction of drainage if necessary, and the filling of holes in the sub-surface of such ways and repairs to the surface materials thereof. Materials for such repairs shall, where practical, be the same as or similar to those used for existing surfaces of such ways but may include surfacing the ways with bituminous materials including but not limited to bituminous concrete.~~

~~The Town Administrator shall assess betterment's upon the owners of estates which derive particular advantage from the making of such repairs on any such private way. Such assessment~~

~~shall be a sum equal, in the aggregate, to the total cost of such repairs and, in the case of each such estate, in proportion to the frontage thereof on such way. Except as otherwise provided, the provisions of Chapter 80 of the General Laws, as amended, relating to public improvements and assessments thereof shall apply to repairs to private ways ordered to be made under this section; provided that no assessment amounting to less than five hundred dollars ($500.00) shall be apportioned and no assessment may be apportioned into more than twenty (20) portions.~~

~~The Town shall not be liable on account of any damage caused by such repairs.~~

…… (Retain Section 7) …..

Section 8 Private Ways

Snow and Ice Removal. The Town may remove snow and ice from such private ways for emergency vehicle access in accordance with Massachusetts General Laws and Board of Selectmen regulations and policies.

Barriers. Barricades, obstacles, or vehicles on private ways that are a barrier to prompt and appropriate emergency access shall be removed on order of the Police or Fire Chief, at the expense of the owner or owners of the private way. However, if the barrier is a vehicle, it shall be removed on order of the Police or Fire Chief and at the expense of the owner of the vehicle.

Temporary Repairs. The Town may perform temporary repairs to private ways that have been open to the public for a period of at least six (6) years. The Town may only perform temporary repairs in accordance with regulations and policies issued by the Board of Selectmen and that are determined by the Director of Public Works to be required for public necessity.

Said temporary repairs shall be considered necessary if they abate an immediate hazard. They shall not be considered as maintenance of the private way nor shall the way be considered a public way. Cash deposits or payments shall not be required and betterment charges shall not be assessed for said temporary repairs.

The Town shall not be liable for any damage to private property caused by such repairs, except as otherwise provided by law. The Town shall not incur any liability whatsoever on account of action or inaction resulting pursuant to this By-Law, or otherwise act thereon.

ARTICLE 19
Amend Article 79A of the Town of Natick By-Laws: Stormwater Management and Erosion Control
(Board of Selectmen)

To see if the Town will vote to amend the existing Stormwater and Erosion Control By-Law, as codified in Article 79A of the Natick Town Bylaws, to optimize the Town's regulation of land disturbance activity, for purposes that shall include, but shall not be limited to the following: (1) the protection of local drinking water supply; (2) the reduction of stormwater runoff; (3) compliance with new Municipal Separate Storm Sewer System (MS4) regulations; (4) the preservation of natural resources; and (5) the achievement of recommendations proposed in the 2019 Natick 2030+ Master Plan, 2018 Hazard Mitigation Plan and the 2018 Community Resilience Building Report; or otherwise act theron.

ARTICLE 20
Transfer of land to Conservation Commission: Portions of 165 Mill Street Parcel
(Board of Selectmen)

To see if the Town will vote to transfer from the School Committee and the Board of Selectmen to the Conservation Commission, the care, custody, management, and control of a portion of land

adjoining the Kennedy Middle School, identified as 5.28 acres, located at 165 Mill Street, as shown on a Plan entitled "Town of Natick Kennedy Middle School, 165 Mill Street, Natick, Massachusetts, Permitting Documents, Submitted to the Department of Environmental Protection" revision date February 6, 2019, portion identified on that Plan as "Potential Conservation Easement NAE-2019-01219 12-13-2018," and available for inspection in the Board of Selectmen's office, for the purposes of dedicating the land in perpetuity for conservation purposes and subject to the strictures and the protections of Article 97 of the Amendments to the Massachusetts Constitution, as required by the permit for File Number NAE-2019-01219, issued by the U.S. Army Corps of Engineers to the Natick School Department on April 16, 2019 ; or to take any other necessary action; or to act otherwise thereon.

ARTICLE 21
West Natick Fire Station Signal Controls
(Board of Selectmen)

To see if the Town will vote, subject and pursuant to General Laws Chapter 40, Section 3, Section 4, and Section 15, and any other enabling law, to authorize the Board of Selectmen to release and convey all right, title and interest held by the Town, to the Commonwealth of Massachusetts Department of Transportation, on such terms and conditions, which may be nominal consideration, as the Board of Selectmen deems appropriate, of a portion of certain Town property located at 268 Speen Street for a shared use walkway for pedestrian travel to be located within the state highway layout , or otherwise act thereon.

ARTICLE 22
Amend Article 20 of the Natick Town Bylaws
(Board of Selectmen)

To see if the Town will vote to amend the chart entitled "MULTIPLE MEMBER BODY APPOINTMENTS MADE BY THE TOWN ADMINISTRATOR" set forth in Article 20, section 5, of the Natick Town Bylaws, to be consistent with the Massachusetts General Laws, by striking the phrase "Commission on Disability", or otherwise act thereon.

ARTICLE 23
Alteration of Layout of North Main Street (Route 27) and Adjacent Streets
(Board of Selectmen)

To see if the Town will vote to accept as a public way the altered layout of North Main Street (Route 27) and adjacent streets thereto, to include within the layout of North Main Street and adjacent streets certain fee interests and permanent easements as shown on a plan entitled "Layout Alteration Route 27 Roadway Improvements North Main Street Natick, Massachusetts," dated April 2, 2019, prepared by Lighthouse Land Surveying, LLC, as said plan may be amended, said plan on file with the Town Clerk; or otherwise act thereon.

ARTICLE 24
Transfer of Land and Grant of Easement to Natick Affordable Housing Trust: 299-301 Bacon Street
(Board of Selectmen)

To see if the Town will vote to transfer from the Board of Selectmen to the Natick Affordable Housing Trust, the care, custody, management, and control of land identified as 0.28 acres, Assessor's Parcel No. 26-0000164A, located at 299-301 Bacon Street, as shown on a Plan entitled "Subdivision Plan on Land in Natick, Midwest Engineering, Inc., Surveyors, dated June 23, 2003," recorded as Plan Number 18326B with the Land Court Registration Office, deed into the Town of Natick recorded in the Middlesex South Registry of Deeds at Book 1470, Page 1; and further, to authorize the Board of Selectmen to grant to the Natick Affordable Housing Trust, an easement over the Town right-of-way, for the purposes of installation and maintenance of a sewer main, as show in the Plan entitled "Plan and Profile, Sewer Force Main, Plan of Land in

Natick, Mass.", prepared by Sullivan Surveying Company, LLC, Sheet C2, revision date 7/2/19, on file in the Board of Selectmen's office; or to take any other necessary action to effectuate the purposes of this Article; or to act otherwise thereon.

ARTICLE 25
Access to Hunnewell Fields
(Board of Selectmen)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, taking by eminent domain, or otherwise, any interest or interests in all or part of the property located at 22 Pleasant Street, Natick MA, for access to the Hunnewell Fields; and further, to authorize the Board of Selectmen to transfer any portion of town-owned land acquired under the deed recorded in the Middlesex South Registry of Deeds at Book 2962, Page 41, on such terms and conditions, which may be nominal consideration, as the Board of Selectmen deems appropriate, as necessary to effectuate the purposes of this article; and further, to see what sum of money the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide for the purposes of this article; or to act otherwise thereon.

ARTICLE 26
22 Pleasant Street
(Recreation and Parks Commission and Seth Levine et al)

To see what actions the Town will take or vote to change, amend, modify, augment, or supplant its previous votes under Article 35 of 2015 Spring Annual Town Meeting, Article 29 of 2016 Spring Annual Town Meeting, Article 27 of 2017 Fall Annual Town Meeting, or any other Article of any Town Meeting which authorized negotiation, appropriation of funds, raising of funds, transfer from available funds and/or borrowing authorization for the acquisition of property known as 22 Pleasant Street; being shown as Assessors Map 64, Lot 44 in South Natick (the Site) by purchase, gift, eminent domain, or other means.

Provided however that no reduction of any previous appropriation or borrowing authorization may occur under this Warrant Article, except as expressly provided below regarding the substitution in whole or in part of other funds, and further provided that no previous authorization for negotiation, acquisition by gift, purchase, eminent domain or other means may be rescinded under this Warrant Article, but allowing that non monetary restrictions and non monetary conditions (the term 'non monetary' meaning other than appropriation or borrowing) in any previous votes may be modified or removed as provided later within this Article; and to allow

a) That such changes, amendments, or modifications to authorize the Board of Selectmen to purchase, acquire, accept by gift, or take by eminent domain a comprehensive surface and air rights easement for open space, recreation, park, playground, access, parking, boating, and/or other purposes ("Comprehensive Easement") for all, or substantially all, of the Site; and/or limited or total sub surface easements for all or portions of the Site and/or
b) That any subsurface easement may vary in depth and/or in lateral scope within the Site in order to avoid areas of underground contamination including but not limited to any areas of contamination that rise or fall with periodic changes in the water table. (The purpose of this provision, including but not being limited to, that any subsurface easement does not need to extend down to or to include any layers of identified underground contamination or underground tanks); and/or
c) That such Comprehensive Easement may alternatively be used for portions of the Site in conjunction with fee acquisition for other portions of the Site, provided that such combination result, at a minimum, in acquisition of all or substantially all the surface and air rights of the Site; and/or
d) That a Comprehensive Easement for all or substantially all of the Site or in combination with fee acquisition include all beneficial surface and above ground rights, uses,

buildings, structures, trees, areas of now or former canals located east of Pleasant St. , and the like, and/or in conjunction with limited or total subsurface easements for improvements for utilities and drainage or other subsurface areas; and/or

e) That the intent of the above clause and purpose of this Warrant Article and the term Comprehensive Easement being that the Town would become the holder of all or substantially all of such beneficial surface and air uses and rights for the benefit of the public and/or Town such that no private rights of surface and/or air rights or uses remain with the current owner of the Site (except as expressly allowed below), but that any underground area or volume of and/or subsurface area of environmental contamination and any contaminated area of the building may be excluded. (This provision being a precaution that easement rights are often narrowly construed allowing a fee owner to retain all rights of ownership and use unless expressly taken or acquired and being that the town would acquire all or substantially all the beneficial surface and above ground uses and rights of the Site.); and/or

f) That subject to the required provisions and prohibitions stated elsewhere in this Article, Town Meeting may expand the purposes and or remove or modify non monetary conditions or non monetary restrictions in any previous vote of Town Meeting for any acquisition of the Site but only in order to accomplish the purposes of this Article which are at a minimum acquiring all or substantially all of the surface and air rights of the Site; and/or

g) That the condition in Article 27 of 2017 Fall Annual Town Meeting may be removed or modified, but only to accomplish or to allow the purposes of this Article, which condition stated “provided that the Board of Selectmen is not authorized to acquire said property unless a Purchase and Sale Agreement, satisfactory to the Board of Selectmen, is entered into with the owner of said property" (it being noted, among other things, that said provision of 2017 Fall Annual Town Meeting might prevent any exercise of any eminent domain power); and/or

h) That said land be subject to an Activity and Use Limitation to encompass and/or to encapsulate or otherwise restrict use of any areas of or over identified contamination; and/or

i) That any portion of the Site acquired under this Article may be acquired subject to or provide for a subsequent Activity and Use Limitation especially, but not necessarily, limited to any surface areas above underground contamination; and/or

j) That an Activity and Use Limitation may provide or require that such areas be paved over and encapsulated. (For example purposes only, as is required of and in the purchase of the contaminated rail trail land acquired by the Town but not restricting the town to the same paving or encapsulation methods or approaches.); and/or

k) To allow access, whether by right, permission or otherwise, through designated portions of the Site once acquired under this Article for the use of the Wellesley Cooperative Nursery School (or any similar charitable trust successor) located on deed restricted land under the deed of Isabella Pratt Hunnewell Shaw at Merrill Road (a private way) abutting Hunnewell Park; and/or

l) That other funds may be appropriated, raised or transferred from available funds including, without limitation, any stabilization fund, to substitute for all or part of the borrowing authorization under previous votes of Town Meeting in which case only then may the previous borrowing authorization be reduced under this Article and in which case any remaining borrowing authorization must be maintained in an amount such that the sum of such other funds and any remaining borrowing authorization shall be equal , at a minimum, at the total dollar amount appropriated in previous votes of Town Meeting; and/or

m) That FAR Bonus Stabilization Funds may be appropriated and used, as part of the acquisition contemplated under this Article, for the portions of the site which are zoned RG and/or RSB and/or for any portion zoned I-1 which is open space; and/or

n) To allow any fee acquisition, Comprehensive Easement, or combination thereof, either to permit or to require the owner of the Site or other party to:
   i) remove all or part of the existing building,
   ii) fill any basement or substructure areas that are removed with clean fill,
   iii) excavate, remove and replace any contaminated soil with clean fill,

iv) excavate and remove any underground tanks and replace same with clean fill,
v) excavate and remove any underground wheels, machines, generators, water flow harnessing devices, and the like and replace same with clean fill,
vi) the preference being that areasof now or former canals east of Pleasant St not be filled in such a way that such canal use cannot be revived
vii) specify that such removal and replacement activities may occur either before or for a period of time after the closing on or eminent domain taking of the Town contemplated under this Article,
viii) that access may be allowed for the owner or other party after the closing, or eminent domain taking for such period of time as the Selectmen may negotiate to accomplish the purposes of this Article, and/or
ix) that such subsequent access may include monitoring of the Site
x) that any such subsequent access shall be allowable under this Article notwithstanding any other provision of this Article; and/or

o) To allow that the Comprehensive Easement may also be used in any combination with fee acquisition such as for example that the parts of the site which are clean and free of buildings may be acquired in fee and the other parts acquired by Comprehensive Easement and that the meaning of Comprehensive Easement may include any combination provided such combination is, at a minimum , for all or substantially all of the surface and air rights of the Site; and/or
p) That any combination of fee acquisition and Comprehensive Easement may be authorized under this Article provided that any such combination, at a minimum, be for all or substantially all of the surface and air rights of the Site; and/or
q) To allow that any Comprehensive Easement or fee under this Article to include:
i) the portions of the Charles River that are recorded as part of the 22 Pleasant Street lot; and
ii) any and/or all above ground, surface and/or subsurface utilities serving or accessible to 22 Pleasant Street; and
iii) any and/or all rights of 22 Pleasant St on, of and/or to lands, flow lands, dam access and repair, submerged lands and or all other real property interests and rights located to the west of Pleasant Street.

Further, to authorize the Board of Selectmen and other applicable boards, commissions, and personnel to apply for and receive grants or gifts for the purposes of this Article and to take all action necessary or appropriate to accomplish the purposes of this Article; and/or

And further provided that the Town may vote to increase the previous appropriation and/or borrowing authorization; and/or otherwise raise, and/or transfer from available funds, or appropriate from Stabilization Funds; for the acquisition by purchase or taking by eminent domain of fee, or Comprehensive Easement, or combination thereof, and/or to see what sums the Town will appropriate, raise or transfer from available funds for due diligence regarding the Site; and

And further provided that under this warrant article:

The term “substantially all” under this Article shall have a meaning of more than 80% of the total of surface rights (including associated air rights), and that surface rights include above ground improvements areas providing, for purposes of clarity, that where the Selectmen agree or the owner provides that the building may be removed, that then the footprint area of the building or any portion so removed will count as part of surface rights (including associated air rights); and

The term “substantially all” under this Article can exclude areas of contamination below the surface or below the bed in the Charles River bed and may exclude identified areas of surface or building contamination that are not remediated by the owner or other party; and

Any such surface areas or building areas so excluded shall first be deducted from 100% for the purposes of measuring 80%; and

Any further exclusions, which are not for reasons of environmental contamination, may not result in less than "more than 80%" of the total overall surface rights and building footprint areas being acquired; and

Any easement or fee acquisition or combination thereof for only driveways and/or streets to access the Hunnewell Park is not permitted under this Article; and

The term "substantially all" under this Article cannot be used to reduce the acquisition under this Article to the sum of driveway or street access to Hunnewell Park plus de minimis additional land area or rights;

Or otherwise act thereon.

ARTICLE 27
Real Estate Transfer Surcharge In Support of Affordable Housing
(Natick Affordable Housing Trust Fund)

To determine whether the Town will authorize the Board of Selectmen to petition the General Court for special legislation that would impose a real estate transfer fee to be used by the Natick Affordable Housing Trust for the purposes of acquiring, creating, preserving, rehabilitating, restoring and supporting affordable housing in the Town, or take any other action relative thereto.

ARTICLE 28
Land Area of the Town and its Makeup
(Julian Munnich et al)

To see whether the Town will vote to establish a study committee of Town Meeting, appointed by the Moderator, to address, research, study, analyze, and recommend action regarding: The true gross land area of the Town and its makeup by statutory, regulatory, and ownership components; including but not limited to the total land area zoned for residential, commercial or industrial use as pertains to MGL c.40B §§ 20-23, 760 CMR 56 and/or related guidelines issued by DHCD or any office of the Commonwealth or established in any legal proceeding; and, without limitation:

1) To establish the number and/or qualifications of committee members to be appointed;

2) To establish the charge of said committee including, but not limited to:

- Identify any and all components of the calculation and all individual parcels or acreage owned by the United States; the Commonwealth; or any political subdivision thereof; the Department of Conservation and Recreation or any state public authority; or where all residential, commercial, and industrial development has been prohibited by deed, decree, zoning or restrictive order of the Department of Environmental Protection pursuant to M.G.L. c. 131, § 40A; or is dedicated to conservation or open space whether under control or ownership by trusts, corporations, partnerships, private parties, or elsewise; or is contained in the Subsidized Housing Inventory; and the size of all bodies of water located within Natick;

- Gather any other information necessary to analyze, evaluate, and calculate the Town's position relative to sites potentially comprising one and one half per cent or more of the total land area zoned for residential, commercial, or industrial use.

- Identify and recommend any zoning changes or other actions that might strengthen or improve the Town's position relative to meeting or exceeding any statutory or regulatory tests and criteria;

- Report its findings and recommendations to 2020 Spring Annual Town Meeting or such other date as Town Meeting shall establish provided, however, that this shall not preclude any preliminary or earlier report(s) to Town boards, committees, commissions, or to Town Meeting;

3) To authorize said committee to develop a database of properties to be included in and/or excluded from either the numerator or the denominator of any statutory calculation;

4) To provide that said committee shall have access to Town Counsel and to Town staff, including but not limited to the Community and Economic Development, DPW (GIS), and Finance (Assessors) divisions and may utilize the services of outside consultants;

5) To provide for a method to engage any such outside consultant or other vendor including, without limitation, a reserve fund transfer by the Finance Committee;

6) To see what sum of money the Town will appropriate to accomplish the purpose of said committee;

7) To set the term of said study committee to expire upon the dissolution of 2020 Spring Annual Town Meeting or such other date as Town Meeting shall establish unless otherwise extended by Town Meeting;

8) Said committee, being a multiple member body under the Town Charter, is authorized to sponsor warrant articles for any Annual or Special Town Meeting Warrant;

or otherwise act thereon.

ARTICLE 29
Adjust Housing Density and Residential Parking Regulations in the Downtown Mixed-Use District
(Ganesh Ramachandran et al)

To see if the Town will vote to amend the Town of Natick Zoning Bylaws to adjust the density of housing permitted and residential parking required in the Downtown Mixed-Use District, to help achieve the following goals:

1. Encourage a mix of housing types and sizes, at a range of affordable price points;

2. Increase housing options for single-person households, empty-nester couples, veterans, people with disabilities, and long-term Natick residents who seek to downsize while remaining in Natick;

3. Encourage car-free, or minimal car ownership households proximate to the Natick Center Commuter Rail station, to reduce new demands on traffic and parking;

4. Support new businesses that enliven Natick Center and provide desirable restaurant and retail alternatives for residents and visitors.

Or otherwise act thereon.

ARTICLE 30
Amend Zoning By-laws: Creative Production Use Zoning Amendment
(Planning Board)

To see if the Town will vote to amend the Zoning Bylaws to:

1) Add definitions for “Creative Production “to Article I, Section 200 of the Town of Natick Zoning Bylaw;

2) To determine which zoning district(s) such uses may be permitted By-Right or by Special Permit;

3) To determine intensity, dimensional and other regulations for such uses as may be permitted by right or by special permit and

4) To determine off-street parking standards and regulations for such uses as may be permitted By Right or by Special Permit;

or otherwise act thereon.

ARTICLE 31
Amend Zoning Bylaws: Specialty Craft Fabrication Zoning Amendment
(Planning Board)

To see if the Town will vote to amend the Zoning Bylaws to:

1) Add definitions for "Specialty Craft Fabrication";

2) To determine which zoning district(s) such uses may be permitted By-Right or By Special Permit;

3) To determine intensity, dimensional and other regulations for such uses as may be permitted by right or by special permit and

4) To determine off-street parking standards and regulations for such uses as may be permitted By-Right or by Special Permit;

or otherwise act thereon.

ARTICLE 32
Amend Zoning By-Laws: Downtown Business (DB) District Zoning Amendment
(Planning Board)

To see if the Town will vote to amend the Town of Natick Zoning By-Laws by:

A. Establishing, creating or defining a new Section III-EE Downtown Business District (DB) after Section III-E as follows, including but not limited to:

1. Purpose and intent;
2. Use regulations for DB districts;
3. Dimensional and density requirements;
4. Procedures;
5. Design review board;

B. Amending Section V-D OFF STREET PARKING AND LOADING REQUIREMENTS to define off-street parking standards for DB districts;

or otherwise act thereon.

ARTICLE 33
Amend Zoning By-Laws: Non-Conforming Uses, Large Residential Additions Zoning Amendment
(Planning Board)

To see if the Town will vote to amend the Zoning By-laws to amend Section V-A (4), Nonconforming Uses, by:

1. Amending, modifying or adding, without limitation, to Section 200 Definitions for "Large Additions, Residential";
2. Adding, without limitation, provision(s) for regulating alteration, addition or demolition/reconstruction activity yielding "large additions" on nonconforming single and two-family dwellings;
3. Amending, modifying, or adding to Section VI – E – Board of Appeals, Special Permits;

or otherwise act thereon.

ARTICLE 34
Amend Zoning By-Laws: Alternate Uses In Residential Districts Zoning Amendment

(Planning Board)

To see whether the Town will amend Natick Zoning Bylaw Section V Special Requirements, to restrict non-residential uses in the setbacks of residential lots, or otherwise act thereon

ARTICLE 35
Amend Zoning Bylaw – Retail Marijuana Overlay Districts
(Planning Board)

To see if the Town will vote to amend the Town of Natick Zoning Bylaws as follows:
To correct and revise the properties previously designated for inclusion in Retail Marijuana Overlay Districts as voted by Town Meeting under 2018 Special Town Meeting #2, Article 2; or otherwise act thereon.

ARTICLE 36
Amend Article 2 Section 10-c of the Charter
(Town Meeting Practices and Rules Committee)

To see what action the Town will take to amend Article 2 Section 10-c of the Charter

1) To provide that residents or taxpayers who are not Town Meeting members have the right, subject to rules adopted from time to time, to speak but not to make motions or vote and /or
2) To otherwise make rights and restrictions in Article 2 Section 10-c consistent with Article 2 Section 10 b and/or
3) To provide a definition within the Charter and/or for the purposes of and/or within Article 2 Section 10 c of "taxpayers" for example but not limited to that taxpayers shall mean 'taxpayers owning real property interests and/or personal property subject to valuation and assessment by the Town Assessor and payment to the Town Treasurer Collector' or other definition and/or
4) otherwise act thereon.

ARTICLE 37
Report from Town Meeting Practices and Rules Committees
(Town Meeting Practices and Rules Committee)

To see what action the Town will take to hear and to discuss a report of the Town Meeting Practices and Rules Committee created by 2019 Spring Annual Town Meeting under Article 13 and /or

See what sums of money the town will appropriate, raise or transfer from available funds to provide for copies of a draft revised Town Meeting Member Handbook to be prepared for Spring Annual 2020 Town Meeting

or otherwise act thereon.

ARTICLE 38
Amend the Town of Natick By-Laws: Create New Standing Committee
(Town Meeting Practices and Rules Committee)

To see what action the Town will take to amend the Town of Natick By-Laws ("the By-Laws"), consistent with and pursuant to Article 2, Section 11(e) of the Town of Natick Home Rule Charter ("Committees"), the Massachusetts General Laws, Chapter 39 §16, or any other authority, to add a new and/or to amend any existing Article(s) or Section(s) of the By-Laws, including without limitation:

i) to create a standing committee, appointed by the Moderator, for the primary purpose of considering and making recommendations on all zoning warrant articles, motions and related zoning matters and reporting thereon in print to all Town Meeting Members and to set the

number of days in advance of Town Meeting action for such report except where compliance with this provision would defeat the purpose of a Special Town Meeting; and/or

ii) to determine the name, size and composition of such standing committee and to specify the eligibility, term and/or qualifications of the committee and for an individual to be a member of such committee provided however that no person holding an elective town office except Town Meeting member or constable shall be eligible to serve on said committee and to determine whether those serving on appointed committees or boards that have responsibility for issuing permits, approving expenditure of funds or exercising final authority over any matter shall be eligible to serve on said committee; and/or

iii) to allow such standing committee, in connection with its work, to conduct studies and analyses of the Town for the purpose of providing information and reports to Town Meeting and the Town on zoning, land use and related matters; and/or

iv) to provide that such committee, in connection with its work, have access to Town Counsel whether such provision is made in a new by law article or section of the By-Laws or within Article 22 – Town Counsel, Section 5 (c) of the By-Laws; and/or

v) to specify any other powers, duties or responsibilities of such committee; and/or

vi) to modify the duties of the Finance Committee under By-Law Article 23, Section 4 regarding consideration, reporting and recommending on all matters of business within the articles of any warrant where a standing committee has been created by Town Meeting pursuant to Article 2, Section 11(e) of the Charter and said standing committee is given primary or required advisory committee responsibility to study, review, recommend and reporting advance of Town Meeting on certain or particular types or categories of subject matter of warrant articles that otherwise would have been the required responsibility of the Finance Committee, and/or

vii) to permit the Finance Committee to consider such categories or types of matters of business at its discretion and/or

viii) to require the Finance Committee to consider such categories or types of subject matter of business if directed to do so by the Moderator regarding a particular warrant article of any town meeting and/or

ix) to modify or to add other reporting requirements and elements to the report of the Finance Committee for the benefit of Town Meeting and the public and/or

or otherwise act thereon.

ARTICLE 39
Amend the Town of Natick General Bylaws and Zoning Bylaws to change references to the Board of Selectmen to the Select Board, and to change references to Chairman to Chair (Jennifer Paige Adams et al)

To see if the Town will vote to amend the Town of Natick General Bylaws and Zoning Bylaws to change references to the Board of Selectmen to the Select Board, and to change references to Chairman to Chair, or otherwise act thereon

ARTICLE 40
Amend the Town of Natick Home Rule Charter to change references to the Board of Selectmen to the Select Board, and to change references to Chairman to Chair (Jennifer Paige Adams et al)

To see if the Town will vote to amend the Town of Natick Home Rule Charter to change references to the Board of Selectmen to the Select Board, and to change references to Chairman to Chair, or otherwise act thereon.

ARTICLE 41
Contact Information Requirement for Town Meeting Members and Elected Officials (Patricia Sciarra, et al)

To see if the Town will vote to request Town Meeting Members and Elected Town Officials to provide contact information to the Town Clerk that creates reasonable accessibility to its constituents, to members of Town Agencies, to appointed and elected officials. Reasonable access means ability to make contact in 48 hours or less.

ARTICLE 42
Feasibility Study for Increasing Parking Spaces for Morse Institute Library
(Saul Beaumont et al)

To see what sum of money the Town will vote to raise and appropriate, or otherwise provide, for a study to determine the feasibility of increasing the amount of Morse Institute Library parking places. The study of the area around the library including Clarendon Street is to determine the feasibility and cost for the following items, including but not limited to:

1. increase the safety of using library parking to avoid crossing a public street
2. bring the disabled parking spaces closer to the library to avoid crossing a public street
3. increase the quantity of parking spaces available to the public to better support the library usage of more than a thousand users per day

or any other criteria otherwise necessary to fulfill the objectives of the feasibility study. Or take any further action with respect thereto.

ARTICLE 43
Annual Appropriation to Subsidize the Operation of the Lincoln Café at the Community-Senior Center
(Jerry L. Pierce, Judy D'Antonio et al)

To see if the Town will vote to appropriate an annual amount of $10,000 to help subsidize the cost to continue to operate the Lincoln Café at the Community-Senior Center enabling us to continue to provide a healthy lunch at affordable prices for Senior Citizens of Natick which also provides them the opportunity to enjoy socialization with other Seniors with like interests; or otherwise act thereon.

ARTICLE 44
Rezone Properties Known as 1075 & 1085 Worcester Street from Industrial II to Highway Mixed Use I
(Paul McKeon et al)

To see if the Town will vote to amend the Zoning Bylaws ad Map with regards to:

1) replace the Industrial II (INII) zoning district with the Highway Mixed Use I (HMI) on certain lots;
2) Amend the Section III-B (3), (4), and (5) regarding Large Parcels – lower minimum parcel threshold for large parcels from 200,000 square feet;

The above articles are to be acted upon and determined exclusively by Town Meeting Members in accordance with Chapter 2 of the Acts of 1938 and Amendments thereto and the Town Charter and subject to the referendum provided thereby.

You are directed to serve this Warrant by causing an attested copy of said Warrant to be posted in the Post Office in said Natick; and at the following public places in said Natick, to wit: Precinct 1, Reliable Cleaners, 214 West Central Street; Precinct 2, Cole Recreation Center, 179 Boden Lane; Precinct 3, Kennedy Middle School, 165 Mill St.; Precinct 4, Lola's, 9 Main Street; Precinct 5, Wilson Middle School, 22 Rutledge Road; Precinct 6, East Natick Fire Station, 2 Rhode Island Avenue; Precinct 7, Lilja Elementary School, 41 Bacon Street; Precinct 8, Natick High School, 15

West Street; Precinct 9, Community Senior Center, 117 East Central Street and Precinct 10, Memorial Elementary School, 107 Eliot Street.

Above locations being at least one public place in each Precinct, in the Town of Natick, and also posted in the Natick U.S. Post Office, Town Hall, Bacon Free Library and Morse Institute Library seven days at least before October 15, 2019 also by causing the titles of the articles on the Warrant for the 2019 Fall Annual Town Meeting to be published once in the Newspaper called "The MetroWest Daily News," with notice of availability of an attested copy of said Warrant, said Newspaper published in the Town of Natick and said publication to be August 23, 2019.

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at or before the time appointed for holding said meeting.

Given under our hands this, 19th Day of August 2019.

MICHAEL J. HICKEY, JR Chair	SUSAN G. SALAMOFF Vice Chair	JONATHAN H. FREEDMAN Clerk
RICHARD P. JENNETT, JR Member	KAREN ADELMAN-FOSTER Member	

Board of Selectmen for the Town of Natick

Certified copies of the Warrant are available at the Office of the Town Clerk, Natick Town Hall, 13 East Central St., Natick, MA between the hours of 8:00 a.m. – 5:00 p.m., Monday through Wednesday; 8:00 a.m.-7:00 p.m. on Thursday and 8:00 a.m.-12:30 p.m. Friday; the Warrant may also be accessed from the Town web site www.natickma.gov.

ITEM TITLE: 22 Pleasant Street: Collaboration Among Town of Natick's Boards

ITEM SUMMARY:

ITEM TITLE: Refer 2019 Fall Annual Town Meeting Zoning By-law Amendment Articles to the Planning Board

ITEM SUMMARY:

ITEM TITLE: Confirm Town Administrator's Appointments to the Commission on Disability

ITEM SUMMARY: a. Aaron Spelker
b. Amanda Hsiao

ATTACHMENTS:

Description	Upload Date	Type
Aaron Spelker-Resume	8/14/2019	Cover Memo
Aaron Spelker Appt	8/19/2019	Cover Memo
Amanda Hsaio Appt	8/19/2019	Cover Memo
Amanda Hsaio Application	8/19/2019	Cover Memo

Aaron M. Spelker, CFA

Four Walcott Street, Natick, Massachusetts 01760 ♦ (508) 320-1564 (C) ♦ spelker@verizon.net

SUMMARY

Institutional Portfolio Advisor (CFA, MBA) with strong expertise in investments, management reporting, strategic planning, financial modeling and extensive experience in the insurance and financial services industries.

EXPERIENCE

BOSTON WEALTH MANAGEMENT - WAYLAND, MA (2015 – 2019)

Director of Qualified Plans *(2015 – 2019)*

Provided investment advisory services to small and mid-sized companies related to their company sponsored retirement plans (401k, 403b, pension plans, etc.).

- Oversaw the Boston Wealth Management Qualified Plans Department with a retirement plan portfolio of over $500 million assets under management.
- Developed all department policies and procedures related to servicing company sponsored retirement plans
- Provided plan sponsor and participant education to related parties.
- Conducted annual Fiduciary Wrap Up meetings with plan sponsors explaining all related services conducted on behalf of the plan.

MARATHON RETIREMENT & PENSION CONSULTING - NATICK, MA (2013 – 2015)

Owner & Portfolio Advisor *(2013 – 2015)*

Founded Marathon Retirement & Pension Consulting (Marathon RPC) to provide investment advisory services to small and mid-sized pension plan.

- Drafted customized strategic and tactical portfolio allocations for institutional sponsors of defined benefit pension plans.
- Met with current and prospective clients to discuss plan liabilities, funding status and investment goals.
- Brought in new business and cultivated existing relationships. Assets under management totaled approximately $140 million.
- Evaluated economic and capital markets and distributed a quarterly Capital Markets Outlook to clients, prospects and investment partners.

METLIFE - BOSTON, MA (1998 – 2013)

Institutional Portfolio Advisor: Investment Strategies Group *(2010 – 2013)*

Develop strategic asset allocation recommendations for mid-sized pension plan sponsors based on plan characteristics with tactical tilts based on the current economic and capital markets outlook.

- Draft customized strategic and tactical portfolio allocations for institutional sponsors of defined benefit pension plans.
- Meet with current and prospective clients to discuss plan liabilities, funding status and investment goals.
- Increase assets under management (20% over the past two years) by bringing in new business and cultivating existing relationships. Total asset under management equaled $500 million.
- Evaluate economic and capital markets and distribute a quarterly Capital Markets Outlook to clients, prospects and investment partners.
- Researched, evaluated, tested, documented and implemented new investment analytical software (FactSet). Reviewed RFIs, conducted a vendor trial, negotiated contracts and pricing (resulting in a 17% discount in the annual fee), and coordinated the transition and implementation effort.

Aaron M. Spelker, CFA

Director of Finance: Profitability & Analytics Department *(2003 – 2010)*

Established a department to make strategic business recommendations based on profitability of various corporate initiatives.

- Created and implemented a reorganization plan to streamline MetLife agencies, resulting in $50M in improved earnings.
- Created financial models to evaluate projected expenses and expected incremental revenue over the life of various MetLife initiatives. These models considered capital investment, sales persistency, agent retention, product mix, product margins, revenue timing and expense timing to develop an estimated cash flow projection.
- Managed team of 6 individuals who had 2 – 25 years of experience.

Manager of Finance: Financial Reporting Department *(2000 – 2003)*

Managed financial reporting of New England Financial's (subsidiary of MetLife) quarterly financial results and provided explanations to be included in MetLife's quarterly reporting to investors.

- Provided in-depth analysis for financial variances on the quarterly GAAP and STAT income statements and balance sheet for senior management and external auditors.
- Researched and wrote the management discussion and analysis (MD&A) and business strategy for 10Q and 10K filings for the sections covering the New England Financial subsidiary.
- Managed team of 5 individuals who had 2 – 15 years of experience.

Senior Consultant: Internal Audit Department *(1998 – 2000)*

Joined section of New England Financial's Audit department focused on process redesign and product development audits.

- Conducted financial audits of new insurance product offerings.
- Evaluated product duration and investment matching to support the product offering.
- Evaluated the earned rate on the expected supporting assets and validated the product pricing to ensure achievement of target product yields.
- Created process & workflow redesigns that streamlined operations and bolstered controls in various departments.
- Supervised staff members while working on projects for strategic business units.

OLDE DISCOUNT STOCKBROKERS - WELLESLEY, MA

Registered Representative *(1997 – 1998)*

Worked directly with clients to set up investment portfolios to meet specified financial objectives.

- Assessed and evaluated clients' financial situation and goals. Worked towards meeting those financial goals through purchases of equities, bonds and mutual funds.
- Managed one million dollars in assets.
- Acquired Series 7, 52 and 63 licenses.

Aaron M. Spelker, CFA

EDUCATION

1999-2003 Babson College Wellesley, MA
- M.B.A., Summa Cum Laude GPA: 3.8 / 4.0

1993-1997 University of Illinois Urbana-Champaign, IL
- B.S., Finance, Cum Laude GPA: 3.6 / 4.0

1995-1996 London School of Economics London, England
- International Study

LICENSES & CERTIFICATES

- Passed CFA Level III in June 2009, CFA Level II in June 2008, CFA Level I in June 2007
- Passed Certified Internal Auditor exam in 1999
- Fellow, Life Management Institute in 1999
- Series 7: General Securities Representative and Series 63: Uniform Securities Agent

SKILLS

- Bloomberg, FactSet, eVestment, MS Office, MS Access, Lotus Notes

Donna Donovan <ddonovan@natickma.org>

Appointment Commission on Disability

1 message

Melissa Malone <mmalone@natickma.org> Sat, Aug 17, 2019 at 9:25 AM
To: Aaron Spelker <amsgoldie@gmail.com>
Cc: Donna Donovan <ddonovan@natickma.org>

Good Morning Aaron,

Thank you again for volunteering to serve on the Commission for Disability. Consideration of your appointment will be presented to the Board of Selectmen on August 19, 2019. You are not required to appear before the Board and this appointment has been noticed for the consent agenda portion of the meeting on Monday. If the Board accepts my recommendation, the appointment shall become effective on September 3, 2019. Your appointment to the Commission on Disability will expire on June 30, 2022.

Please contact Town Clerk Diane Packer at 508 647-6430 or dpacker@natickma.org at your earliest convenience to make arrangements for your swearing in. Also, please have this email with you when you are sworn in by the Town Clerk.

Thank you for your commitment to the Commission on Disability.

Very truly yours,

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

MELISSA A. MALONE
TOWN ADMINISTRATOR

TOWN OF NATICK
MASSACHUSETTS

August 15, 2019

Amanda Hsiao, Esq.
2 Garfield Street
Natick, MA 01760

Re: Commission on Disability

Dear Ms. Hsiao:

This is to advise you of my intent to appoint you as a member of the Commission on Disability. Consideration of your appointment will be presented to the Board of Selectmen on August 19, 2019. If the Board accepts my recommendation the appointment shall become effective on September 3, 2019. Your appointment to the Commission on Disability will expire on June 30, 2020.

Please contact Town Clerk Diane Packer at 508 647-6430 or dpacker@natickma.org at your earliest convenience to make arrangements for your swearing in. Also, please have this letter with you when you are sworn in by the Town Clerk.

Thank you for your continued time and commitment to the Commission on Disability.

Sincerely,

Melissa A. Malone
Town Administrator

CC: Diane Packer, Town Clerk
Lori Zalt, Chair

Profile

Amanda
First Name

Middle Initial

Hsiao
Last Name

amandahsiao123@gmail.com
Email Address

2 Garfield Street
Street Address

Suite or Apt

Natick
City

MA
State

01760
Postal Code

What Precinct do you live in? *

- [x] Precinct 9

Mobile: (734) 717-3191
Primary Phone

Home:
Alternate Phone

MLPB (but I am leaving this position)
Employer

legal advisor
Job Title

Applicants are encouraged to attend or read the minutes of several meetings of the body to which they are applying, if possible.

Which Boards would you like to apply for?

Commission on Disability: Submitted

Are you a registered voter in the Town of Natick?

(•) Yes ( ) No

Have you ever attended a Natick town meeting?

( ) Yes (•) No

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

(•) Yes ( ) No

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

I am not sure if this counts? I was a board member of Natick SEPAC (2016-2017), and served as the Johnson Elementary liaison.

Interests & Experiences

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

I am interested in becoming more engaged in my local community, especially now that I will have time (I am leaving my current f/t job). I am also interested in disability issues and advocacy. I consider the opportunity to become involved in the Disability Commission as a valuable chance to participate in my community through a lens of personal and professional interest to me - namely special needs and disability rights.

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

○ Yes ◉ No

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

I am an attorney with experience in disability advocacy. I have worked as a public interest lawyer with low-income clients pursuing Social Security disability claims. I also have several years of experience in private practice as an estate planner with a focus on long-term care planning for disabled and elderly individuals. In addition to my legal background, I have a master's degree in English, grant-writing experience (both professional (Bard College); and volunteer (Johnson Elementary NEF grant; SPARK Kindness). I have written and edited for law journals, as well as non-profit publications.

Please list any professional affiliations.

Women's Bar Association National Academy of Elder Law Attorneys (National and Massachusetts Chapters) Member, Special Needs Steering Committee (Massachusetts Chapter, National Academy of Elder Law Attorneys).

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

I enjoy writing, editing, and helping others to express and clarify their writing and communication. I love literature and am a fan of the Morse Institute. I have learned a great deal from individuals and families who have additional or special needs. I would be grateful for the chance to work with a Commission dedicated to amplifying the presence and voice of disabled individuals, and their families/caregivers, who live n our community.

Applicants are encouraged to upload a resume, accepted file types are listed below.

2019Resume_Amanda_Hsiao_copy.pdf

Upload a Resume

Amanda C. Hsiao (née Vig)
2 Garfield Street, Natick, MA 01760
734-717-3191 (cell)
amandahsiao123@gmail.com

Relevant Work Experience

Legal Advisor, Medical-Legal Partnership | Boston 2019 - present
Support health and human services workers by providing legal information and strategies in a variety of subjects including housing, immigration, family law matters, public benefits, and employment. Manage an e-mail-based triage system to field inquiries from health and human services workers and provide rapid response. Develop trainings for health and human service workers on relevant public interest law subject matters (housing, immigration, employment, etc.)

Senior Associate Attorney, Pathway Law, Belmont, MA 2014 - 2019
Practice in the area of estate planning, elder law, special needs planning, and estate administration. Work with clients to plan for current and future long-term care. Draft estate planning documents, including wills, powers of attorney, health care proxies, advance directives, revocable and irrevocable trusts. Work with clients to administer estates.

Staff Attorney, Law Offices of Michel P. Haggerty, Rhinebeck, NY 2010 – 2014
Practiced in the area of elder law, including the drafting and execution of wills, advance health care directives, powers of attorney, and trusts (mainly irrevocable Medicaid-qualifying trusts). Occasionally prepared and submitted Medicaid applications (institutional benefits), and negotiated with DSS to secure approval. Some experience with residential real estate and probate.

Program Associate, Office of Program Development, Bard College 2006 –2010
Identified external funding opportunities for individual faculty projects and college-wide programs, and helped develop proposals and manage awards. Worked with faculty to draft, edit, and submit proposals and budgets, and annual reports. Wrote grant proposals for the College (e.g., annual Bard Musical Festival; Environmental and Urban Studies Program). Responsible for organizing and writing content of Grants Office website.

Staff Attorney, Southern Tier Legal Services, **Bath, NY** 2000 - 2003
Represented low-income clients in Social Security cases (SSI and SSDI), housing court (defending against evictions) and education cases. Participated in community outreach and education.

Supervisory Experience

Drafting Committee – Lead (Pathway Law)
Led regular meetings for attorneys to isolate and revise various provisions of estate planning documents.

Deedwork Supervisor (Pathway Law)
Supervise and edit paralegal work in drafting deeds, homestead declarations, and trustee certificates.

Amanda C. Hsiao (née Vig)
2 Garfield Street, Natick, MA 01760
734-717-3191 (cell)
amandahsiao123@gmail.com

Selected Associations

NAELA (National Academy of Elder Law Attorneys) – member of National and Massachusetts chapters. MassNAELA Special Needs Committee member.

Women's Bar Association of Massachusetts – volunteer mentor/attorney for Elder Law Project.

Recent Publications

Book Review: "'When I Need Your Help I'll Let You Know,' and Other Senior Myths that Can Lead to Disaster," by Barbara Adler West, J.D. and Stephen F. Adler, PhD. *NAELA Journal*, September 2018.

Recent Presentations

February 5, 2019, Arlington Continuing Education: Trust Planning for Those with Special Needs and Circumstances

Education

The Ohio State University	M.A. in English
University of Cincinnati College of Law	J.D.
Haverford College	B.A. in English

Selected Honors

Graduate School Fellowship, Department of English, Ohio State University
Arthur Russell Morgan Fellowship in Human Rights, University of Cincinnati College of Law
University of Cincinnati Law Review, Contributor and Articles Editor
Human Rights Quarterly, Senior Articles Editor, University of Cincinnati College of Law
Judge Spiegel Public Interest Law Fellowship, University of Cincinnati College of Law
Dean's List, University of Cincinnati College of Law
Henry Morrill Prize in Constitutional Law, University of Cincinnati College of Law

ITEM TITLE: Accept Resignations from the Cultural Council

ITEM SUMMARY: a. Raffaella Torchia
b. Beverly Klau

ATTACHMENTS:

Description	Upload Date	Type
Klau Resignation	8/15/2019	Cover Memo
Torchia Resignation	8/16/2019	Cover Memo

Donna Donovan <ddonovan@natickma.org>

Natick Cultural Council

1 message

Bev Klau <bevklau@gmail.com> Fri, Aug 9, 2019 at 12:51 PM
To: Donna Donovan <ddonovan@natickma.org>

I will be stepping down from the Natick Cultural Council. Thank you for the opportunity to serve.

Warmly,
Bev Klau

August 2, 2019

Diane Packer
Town Clerk
Natick Town Offices
13 East Central Street
Natick, MA 01760

RE: Resignation from Natick Cultural Council

Dear Ms. Packer:

I am in the middle of my third term as a member of the Natick Cultural Council (expiration June 30, 2020), and unfortunately, I must resign early due to work and family obligations. I have enjoyed my time on the Natick Cultural Council, and I hope to again serve on a Town committee.

Please know that I will ensure a smooth transition to the newly elected Treasurer.

Thank you again for the opportunity to serve in this position.

Sincerely,

Raffaella Torchia

Raffaella Torchia

RECEIVED
2019 AUG -5 AM 11:55
TOWN CLERK-NATICK

ITEM TITLE: Approve Application for One-Day Alcohol License: Cystic Fibrosis Foundation/The Joey Fund - 10/27/19

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	8/15/2019	Cover Memo
Application	8/15/2019	Cover Memo
Bar Map	8/15/2019	Cover Memo
Police Recommendation for Approval	8/15/2019	Cover Memo

August 15, 2019

Dear Board of Selectman,

The *Thirty Fifth Annual Joey O'Donnell Film Premiere* to benefit The Joey Fund/Cystic Fibrosis Foundation is underway! This year's event is scheduled for Sunday, October 27, 2019 at the Natick Mall in Natick. I am writing to request your approval of a temporary, 1 day liquor license for the event.

The event will start at 6:30 p.m. with an exclusive reception of regional cuisine from local restaurants on the first level of the mall in the Neiman Marcus court for 800-1,000 invited guests. At 8:30 p.m. guests will then be transported via limousine to the AMC Theatres-Framingham for their private premiere. Our expected guests include the worlds of business, politics, sports and media. In 2019 the Film Premiere raised over $900,000 for cystic fibrosis research.

The Joey Fund / Cystic Fibrosis Foundation was established in 1955 and exists to ensure that a cure for cystic fibrosis (CF) will be found. In 1986, friends and associates of Joe O'Donnell started The Joey Fund when his son Joey passed away after a courageous battle with CF.

Joe & Kathy O'Donnell have been hosts of the premiere since the inception of the event; friends of Kathy and Joe O'Donnell have contributed generously to the Film Premiere raising over $100 million over the past 30 years.

As part of the of the Joey O'Donnell Film Premiere, Joe O'Donnell and I, along with the film premiere committee are respectfully requesting your support by allowing us permission to serve alcohol through our caterer, Off the Vine. Off the Vine uses only licensed bartenders, who are anticipated to serve the guests of the event at the reception from 6:00 pm to 9:00 pm. Our plan is to have three full service bars and a champagne station (which are marked on the attached map) on the first level of the mall. All of the beer, wine, champagne and liquor that is served that evening is donated. The event will be cordoned off and guarded - the general public will not be allowed in the area and our guests will be all identified with a Film Premiere sticker which will be given to them when they check in at registration.

If you have any other further questions please call us at the Cystic Fibrosis Foundation at 1-800-966-0444. Thank you in advance for your consideration.

Sincerely,
Pam Spitzer, Executive Director
Tracy Lund, Senior Director of Development

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

Date Submitted: 8/15/19 **Fee: $100.00**

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

Applicant Information:

Name Tracy Lund

Organization Cystic Fibrosis Foundation/The Joey Fund

Address 220 North Main Street, Suite 104, Natick, MA 01760

Phone number 508-655-6000 Email address tlund@cff.org

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

Type of alcohol to be served: ☑ All alcohol (nonprofit organizations only)
☐ Beer and/or Wine (any organization)

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

Wine Donors Marttignetti Liquors

Event Details: Joey O'Donnell Film Premiere - Cocktail reception and Movie Premiere

Type of event Fundraiser for CF

Location where event will be held Natick Mall, Natick, MA

Date of event 10/27/19 Hours of event 6pm -8:30pm

Estimated attendance 1,000

Alcohol Service Details:

Catering/Serving Company Off the Vine Catering

Address 163 Morse Street, Norwood, MA

Contact Person Holly James

Phone number 781-762-9770 Email address holly@offthevine.com

Please add any additional information you think may 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 poneil@natickma.org or ddonovan@natickma.org. See additional important licensing information on the Town website at natickma.gov: click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Board of Health (508-647-6460), located on the second floor of Town Hall, regarding any other permits you may need or requirements you should be aware of pertaining to your application for a one-day alcohol license.

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

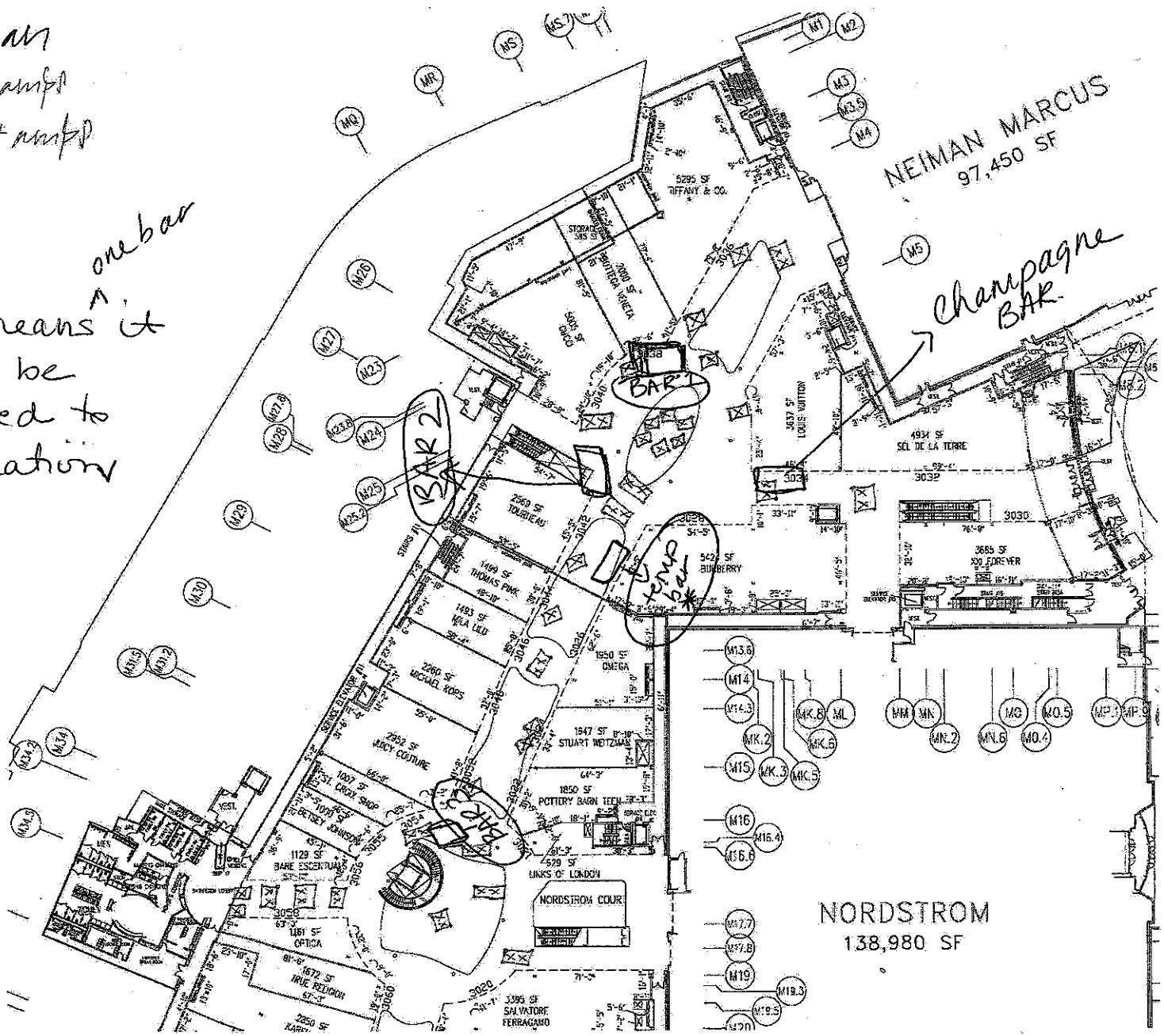
1. **Proof of current alcohol server training through either the TIPS or the AIM *in-person* training programs. *Online server training certification, such as eTIPS, will NOT be accepted by the Town of Natick*.**
2. **A certificate of liability insurance naming the Town of Natick as an additional insured.**

Electrical Plan

[X] = (2) 30 watt amps

[X X] = (4) 30 watt amps

* Temp means it one bar might be moved to that location



One-Day-Liquor-License-2019.pdf
359K

Liquor License Letter.doc
235K

Liquor License Map for Bars.pdf
77K

Patricia O'Neil <poneil@natickma.org> Thu, Aug 15, 2019 at 11:46 AM
To: Brian Lauzon <lauzon@natickpolice.com>

Hi Brian. Recommendations?
[Quoted text hidden]
--
Trish O'Neil
Executive Assistant
Town of Natick
13 East Central Street
Natick, MA 01760
P: 508-647-6410
F: 508-647-6401
poneil@natickma.gov
www.natickma.gov

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3 attachments

One-Day-Liquor-License-2019.pdf
359K

Liquor License Letter.doc
235K

Liquor License Map for Bars.pdf
77K

Brian Lauzon <lauzon@natickpolice.com> Thu, Aug 15, 2019 at 12:25 PM
To: Patricia O'Neil <poneil@natickma.org>

Trish,

After reviewing, we would recommend approval of this long time event held at the Natick Mall. As a result each year we request, and the applicants approve, four police detail officers. One officer assigned to each of the alcohol service areas and one to do spot checks due to the density of the crowd. I know Tracy will be in touch with me once they have their permit approved by the BOS.

Respectfully submitted,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Approve Common Victualer's Application for Tous les Jours Contingent Upon BOH/Bldg Dept Approvals and Required Permits

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	8/14/2019	Cover Memo
Police Recommendation for Approval	8/14/2019	Cover Memo

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

TOWN OF NATICK

COMMON VICTUALER LICENSE APPLICATION

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

For Calendar Year: 2019 **Date Submitted:** 8/9/2019 **Fee:** **$100.00**

The undersigned hereby applies for a Common Victualer License in accordance with the provisions of the Statutes relating thereto:

X **Common Victualer License Only** ☐ **Common Victualer with Liquor License**

Name of Person, Firm, or Corporation Making Application (Licensee): Eva Du Chang EVA Du Chang

Name of Establishment (d/b/a) Tous les Jours Tous les Jours

Address of Establishment 1245 Worcester St, #209C, Natick, MA 01760

Mailing address (***if different from establishment***) _____

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

Eva Du Chang

Email Address info@tlj-natick.com Phone 617-990-2013

Manager of Establishment Eva Du Chang

Email Address duchang.invest@gmail.com Phone 617-990-2013

If Business is a Corporation, Corporate Name and Officers DuChang Investments

Eva Du Chang

If Business is an LLC, List of Members _____

Nai-Chung Chang

(Nigel)

978-831-3608

Establishment's Days and Hours of Operation Everyday 8am - 9pm

Number of Staff 10 Number of Seats 24

Has a Certificate of Occupancy been issued? _____ If not, expected date of issuance 7/10/2019

Have Board of Health Permits been issued? _____ If not, expected date of issuance 7/10/2019

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

Applicant's Social Security Number or Employee I.D. Number 793-19-6977

Date of Birth 7/10/1983

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

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

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

Print Name of Applicant or Corporate Officer Eva Du Chang

Signature of Applicant or Corporate Officer [signature]

Date 8/9/2019

Please print and submit completed application and all required supporting materials as listed below to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760. See additional important licensing information on the Town website at natickma.gov: click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Community & Economic Development Office (508-647-6450) and the Board of Health (508-647-6460), both located on the second floor of Town Hall, and the Town Clerk's Office (508-647-6430), located on the first floor of Town Hall, regarding any other zoning regulations, building requirements, permits, etc. pertaining to your application for a common victualer's license. A common victualer's license, if approved, will be issued only if all zoning regulations are met and a Certificate of Occupancy and Board of Health permits are issued.

Required documents:

1. **Proof of Workers Compensation Insurance (if applicable)**
2. **Workers' Compensation Insurance Affidavit**
3. **Set of floor plans and site plan*** (If renewing a license and changes have been made to the premises in the previous 12 months, a revised set of floor plans and site plan must be submitted)**
4. **List of equipment and estimated cost***
5. **Copy of Bill of Sale or Lease Agreement***
6. **If a Corporation, a copy of Articles of Organization; if an LLC, a copy of the Membership Agreement and list of members***
7. **$100.00 Application fee (checks made payable to the Town of Natick)**

****** New Applicants Only (see exception for item #3)***

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $250.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

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

Identification Number: 001354372

ARTICLE I

The exact name of the corporation is:

DUCHANG INVESTMENTS INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

BAKERY

ARTICLE III

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

Class of Stock	Par Value Per Share Enter **0** if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		Num of Shares	*Total Par Value*	*Num of Shares*
CNP	$0.00000	100,000	$0.00	100,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: NAI-CHUNG CHANG
No. and Street: 24 TERRANCE AVE
City or Town: NATICK State: MA Zip: 01760 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	EVA DU CHANG	24 TERRANE AVE NATICK, MA 01760 USA
TREASURER	EVA DU CHANG	24 TERRANE AVE NATICK, MA 01760 USA
SECRETARY	NAI-CHUNG CHANG	24 TERRANCE AVE NATICK, MA 01760 USA
DIRECTOR	NAI-CHUNG CHANG	24 TERRANCE AVE NATICK, MA 01760 USA
DIRECTOR	EVA DU CHANG	24 TERRANE AVE NATICK, MA 01760 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

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

BAKERY

f. The street address *(post office boxes are not acceptable)* of the principal office of the corporation:

No. and Street: 24 TERRANCE AVE
City or Town: NATICK State: MA Zip: 01760 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are

located *(post office boxes are not acceptable)*:

No. and Street: 24 TERRANCE AVE
City or Town: NATICK State: MA Zip: 01760 Country: USA
which is

X its principal office
__ an office of its transfer agent
__ an office of its secretary/assistant secretary
__ its registered office

Signed this 9 Day of November, 2018 at 12:40:33 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*
NAI-CHUNG CHANG

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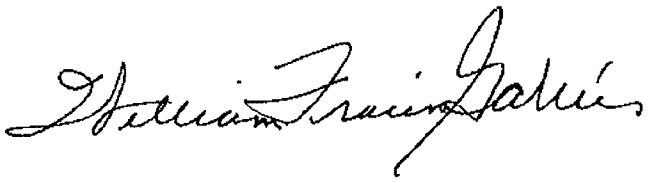
THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

November 09, 2018 12:38 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/1/2019

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

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

PRODUCER
Eastern Insurance Group LLC
233 West Central St
Natick MA 01760

CONTACT NAME: Select
PHONE (A/C, No, Ext): (800)333-7234 Opt.3
FAX (A/C, No): 781-586-8244
E-MAIL ADDRESS: selectwork@easterninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Insurance Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Duchang Investments Inc, DBA: Tous Les Jours
1245 Worcester St
Suite 2094
Natick MA 01760

COVERAGES **CERTIFICATE NUMBER:** 19-20 Term **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			08SBAAD5303	6/28/2019	6/28/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / X NON-OWNED AUTOS X						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WEBAD5PZ0	08/28/2019	08/28/2020	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Natick Town Offices
13 E. Central Street
Natick, MA 01760

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
John Koegel/PKG

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The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information **Please Print Legibly**

Business/Organization Name: Tous Les Jours

Address: 1245 Worcester St, Ste 2094

City/State/Zip: Natick, MA 01760 Phone #: 617-990-2013

Are you an employer? Check the appropriate box:

1. [X] I am a employer with _____ employees (full and/ or part-time).*
2. [ ] I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. [ ] We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. [ ] We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. [ ] Retail
6. [X] Restaurant/Bar/Eating Establishment
7. [ ] Office and/or Sales (incl. real estate, auto, etc.)
8. [ ] Non-profit
9. [ ] Entertainment
10. [ ] Manufacturing
11. [ ] Health Care
12. [ ] Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Eastern Insurance Group LLC

Insurer's Address: 233 West Central St

City/State/Zip: Natick, MA 01760

Policy # or Self-ins. Lic. #: 08WEBAD5PZ0 Expiration Date: 8/28/2020

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____ Date: 8/9/2019

Phone #: 978-831-3608

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ **Permit/License #** _____

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ **Phone #:** _____

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an ***employee*** is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An ***employer*** is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "**every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required.**" Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street
Boston, MA 02114-2017

Tel. # 617-727-4900 ext. 7406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

TLJ Standard Equipment Lists (Natick Mall, Boston)

Equipment									Plumbing					Electrical				
Sec	No	Items	Pic.	Qty.	Pha.	Make & Model	Dimension	APPD	Water		Gas		Remarks	Volt	Ph.	Load		
									Y/N	Drain	Btu	Size				Amp	Hz	NET- lb
CJ Supply Bakery Eqipment (Korea)	K-1	Fresh Deck Oven		1	Kor	Daehung / DH02-43	W64.57" x D40.55" x H70.87"	NSF / ETL	Yes	N/A	N/A	N/A	Need a Water Supply Pipe	220	3	70	N/A	1234
	K-2	Fresh Deck Oven		1	Kor	Daehung / DHC5-1	W30.71" x D41.33" x H66.14"	NSF / ETL	Yes	N/A	N/A	N/A	Need a Water Supply Pipe	220	3	30	60	330
	K-3	Dough Conditioner(Retarder Proofer) - 2 Ea		2	Kor	Daehung / SMDG-2236	W30.71" x D44.09" x H67.32"	NSF / ETL	Yes	Yes	N/A	N/A	Need a water Supply Pipe &2 Drain	220	1	20A & 20A 2 ea	60	782
	K-4	Multi Slicer		1	Kor	TA-201	W24.80" x D26.77" x H27.95"	N/A	N/A	N/A	N/A	N/A		220	1	10	60	132
	K-5	Moulder		1	Kor	K-300	W24.41" x D24.41" x H25.59'	N/A	N/A	N/A	N/A	N/A		220	1	10	60	242
	K-6	Donut Gas Fryers		1	Local	Pitco/65C+S	W23"xL38"xH 45"	NSF	N/A	N/A	N/A		Natural Gas	N/A	N/A	N/A	N/A	226
	K-7	Countertop Hot Plate (2 Burners)		1	Local	American Range/ARHP-12-2	12"Wx30"Dx10"H	ETL/NSF	N/A	N/A	N/A		Natural Gas					85
	K-8	Mixer(30Qt)		1	Local	American Eagle/AE-30N	W23.5" * D24"* H44.95"	ETL/ NSF/ CSA/CE	N/A	N/A	N/A	N/A		115	1	10	60	373
	K-9	Commercial Stand Mixer (7 Qt.)		1	Local	Hamilton Beach/CPM700	W16" x D9.40" xH13.80"	NSF/UL	N/A	N/A	N/A	N/A		120	1	7	60	23
	K-10	Undercounter Ref-2 door		2	Local	Turbo air MUR-60	60"		N/A	N/A	N/A	N/A		115	1	9.9	60	352
	K-11	Work Tabe 60" Long		2	Local	GSW/ WKTDSS3048	W30"xL60"	NSF	N/A	N/A	N/A	N/A						
CJ Supply	KH-12	Cake Show Case		2	Local	Turbo Air TCGB-60UF	W60.5"xD34. 25"xH57.48"	N/A	N/A	N/A	N/A	N/A		120	1	8.6	60	
	KH-13	Sandwich Show case		1	Local	Turbo Air TOM-60LB	W64"xD35"xH 46"	ETL	N/A	N/A	N/A	N/A		115	1	15.5	60	583
	KH-14	Microwave		1	Local	Sharp/R-21LCF	W20 1/2" X d16" X h12 1/8"	NSF/UL	N/A	N/A	N/A	N/A		120	1	15	60	44
	KH-14	Ice Maker		1	Local	Scotsman CU2026	W26" x D28" x H33"	NSF/UL	Yes	Yes	N/A	N/A	Water Supply Pipe & Drain	115	1	15	60	175
	KH-15	Undercounter Refrigerator		2	Local	Turbo air MUR-28	L271/2"xD30" xH30 1/3"	NSF/ ETL	N/A	N/A	N/A	N/A		115	1	6.6	60	183
	KH-16	Undercounter Freezer		1	Local	Turbo/MUF28	L271/2"xD30" xH30 1/3"	NSF / ETL	N/A	N/A	N/A	N/A		115	1	8	60	150
	KH-17	Bar Blender		2	Local	Blendtec Professional 750	W6.4" x D 8.3" x H 16.2"	NSF/UL	N/A	N/A	N/A	N/A		120	1	13	50/60	25
	KH-18	Ice Shaver		1	Local	SNOWVAN NSD-151NW	295w*450d *480h(mm)	ETL	Yes	Yes	N/A	N/A		115	1	3.8	60	52
	KH-19	Coffee Espresso		1	Local	Schaerer Coffee Art Plus SCA1 Super Automatic	W17" x D22" x H28"	NSF/UL	Yes	Yes	N/A	N/A		208	1	30	60	
	KH-20	Coffee Brewer		1	Local	Fetco/CBS-2032e	W25" x D19" x H28"	NSF/UL	Yes	Yes	N/A	N/A		208-240	1	37	60	35
	KH-21	Brewer Grinder		1	Local	Fetco/ GR2.3	W 9.25" x D11.5" x H28.5"	NSF/UL	N/A	N/A	N/A	N/A		120	1	5.7	60	65
	23	Upright 2Door Freezer (Commercial)		1	Local	Turbo Air M3F47-2 2Door	W 51" x D30" x H78"	ETL	N/A	N/A	N/A	N/A		115	1	10.5	60	435

Estimated Cost $80,000

TENANT

GUARANTY

IN CONSIDERATION OF and as a material inducement **NATICK MALL, LLC, a Delaware Limited Liability Company,** (the "Landlord"), executing the within lease dated February 19, 2019 (which with all amendments is the "Lease"), with **DuChang Investments Inc., a Massachusetts corporation** d/b/a "Tous Les Jours" (the "Tenant"), for store premises numbered 2094 in the Natick Mall Shopping Center (the "Shopping Center"), and in further consideration of the sum of Ten Dollars (**$10.00**) and other good and valuable consideration paid by Landlord, the receipt and sufficiency of which is hereby acknowledged to the undersigned, **Eva Chang, Social Security No.** 793-19-6977, **an Individual, whose residence is** 24 Terrace Ave Natick 01760 **and Nai-Chung Chang, Social Security No.** 731-07-4867, **an individual whose residence is** 24 Terrace Ave, Natick MA 01760 (the "Guarantors") do hereby on behalf of themselves, their successors and assigns, unconditionally covenant and agree with Landlord, their successors and assigns, that if default shall at any time under the Lease be made by Tenant, their successors and assigns, in the payment of any monthly installment of rent, or additional rent, or in the performance of any of the terms, covenants and conditions of the Lease, and if the default shall not have been cured within the time specified in the Lease for curing the same, then Guarantors will well and truly pay on demand in cash the monthly installment of rent and additional rent and cure such other default together with such costs and expenses (including without limitation attorney fees) incurred by Landlord as a result of or arising out of the default for which Tenant, its successors and assigns are obligated to Landlord pursuant to the terms of the Lease. This Guaranty shall include any liability of Tenant that shall accrue under the Lease for any period preceding as well as any period following the term of the Lease.

Notwithstanding anything contained herein to the contrary, Guarantors do hereby unconditionally guarantee to Landlord, its successors and assigns the full prompt payment of Minimum Annual Rental, and all additional rent and all other charges payable by Tenant, its successors and/or assigns, and the full and complete performance of all obligations of Tenant under the Lease and any other agreements with Landlord, through and including the date that is twenty four (24) months after the date that Tenant delivers full and complete vacant possession of the Leased Premises to Landlord as required by the Lease, free and clear of all leases, tenancies and rights of occupancy of any person or entity claiming by or through Tenant (the date that Tenant delivers such possession being referred to herein as the "Vacate Date"). Guarantors hereby covenant and agree with Landlord that if default shall at any time prior to the Vacate Date be made by Tenant, or its successors or assigns, in the payment of any Minimum Annual Rental and additional rent or other charges, or if prior to the Vacate Date, Tenant or its successors or assigns should, in any wise or manner default in the performance and observance of any of the covenants, terms, conditions and agreements contained in the Lease to be performed or observed, in each case after notice to Tenant and the expiration of any applicable cure period, Guarantors, in each and every instance, shall and will forthwith pay such Minimum Annual Rental and additional rent and other charges to Landlord and any arrears thereof, which shall include, without limitation, any Minimum Annual Rental and additional rent which would have been payable under the Lease but for any abatement provided for therein, and shall and forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements under the Lease, including without limitation, payment of reasonable attorneys' fees and disbursements incurred by Landlord, or caused by or in any way related to any such default and/or the enforcement of this Guaranty.

THIS GUARANTY is an absolute and unconditional guaranty of payment and performance. It shall be enforceable against Guarantors, their successors and assigns, without the necessity for any suit or proceedings by Landlord against Tenant, its successors and assigns, and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guaranty or any other notice or demand to which Guarantors might otherwise be entitled, all of which Guarantors hereby expressly waive, Guarantors agree that the validity of this Guaranty and the obligations of Guarantors shall in no way be terminated, affected or impaired by reason of the assertion or the failure or delay to assert by Landlord against Tenant, or Tenant's successors and assigns, any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease. The single or partial exercise of any right, power or privilege under this Guaranty shall not preclude any other or the further exercise thereof or the exercise of any other right, power or privilege by Landlord.

THIS GUARANTY shall not be affected and the liability of the undersigned shall not be extinguished or diminished by Landlord's receipt, application or release of security given for the performance and observation of the covenants and conditions in the Lease to be performed or observed by Tenant, its successors and assigns; by the cessation from any cause whatsoever of the liability of Tenant, its successors and assigns; by reason of sums paid or payable to Landlord from the proceeds of any insurance policy or condemnation award; by any non-liability of Tenant under the lease for any reason, including any defect or defense which may now or hereafter exist in favor of Tenant; or by any extensions, renewals, amendments, indulgences, modifications, transfers or assignments in whole or in part of the Lease by Landlord, whether or not notice thereof is given to Guarantors. This Guaranty is of payment and not of collection; it is one of active performance and not one of suretyship for damages or otherwise. This Guaranty extends to any and all liability that Tenant has or may have to Landlord by reason of matters occurring before the execution of the Lease or the commencement of the term of the Lease, or by matters occurring after the expiration of the term of the Lease. Guarantors agree that they shall have no rights of indemnification or subrogation against Tenant and agree that Guarantors shall subordinate their rights of recourse against Tenant by reason of any indebtedness or sums due to Guarantors, unless and until the Lease is performed to the satisfaction of Landlord. Guarantors agree that they shall not assert any claim that they have or may have against Tenant, including any claims under this Guaranty, until the obligations of Tenant under the Lease are fully satisfied and discharged. The liability of Guarantors is co-extensive with that of Tenant and also joint and several.

LANDLORD'S ACCEPTANCE of a note or additional collateral of Tenant or of Guarantors shall not be the full cash payment or the active and primary performance required herein. This Guaranty is given in addition to

all other guaranties that may pertain to Tenant's indebtedness, and is not subordinate to any other guaranties. Landlord's rights under all guaranties, including this Guaranty, shall be cumulative and independently enforceable. It shall not be a condition to the enforcement of this Guaranty that any other guaranties be resorted to by Landlord.

GUARANTORS AGREE that they will, at any time and from time to time, within ten (10) business days following written request by Landlord, execute, acknowledge and deliver to Landlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modifications). Guarantors agree that such certificate may be relied on by anyone holding or proposing to acquire any interest in the Shopping Center from or through Landlord or by any mortgagee or lessor or prospective mortgagee or lessor of the Shopping Center or of any interest therein. Should Landlord be obligated by any bankruptcy or other law to repay to Tenant or to Guarantors or to any trustee, receiver or other representative or either of them, any amounts previously paid to Landlord, its successors and assigns, this Guaranty shall be reinstated in the amount of such repayments.

GUARANTORS REPRESENT and warrant that:

(a) They are not insolvent, and there are no limitations or prohibitions to the enforcement of this Guaranty; and

(b) They are immediately benefited by the indebtedness.

AS A FURTHER inducement to Landlord to make and enter into the lease and in consideration thereof, Landlord and Guarantors covenant and agree that in any action or proceeding brought on, under or by virtue of this Guaranty, Landlord and Guarantors shall and do hereby waive trial by jury. Without regard to principles of conflicts of laws, the validity, interpretation, performance and enforcement of this Guaranty shall be governed by and construed in accordance with the internal laws of the state in which the Shopping Center is located.

IF ANY PORTION or application of this Guaranty is invalid, unenforceable or illegal for any reason, the parties agree that such invalid, unenforceable or illegal portion or application shall not be deemed to affect the remainder of this Guaranty.

IN WITNESS WHEREOF, Guarantors acting herein in their own personal and individual capacities have executed this Guaranty this 31 day of January, 2019

GUARANTORS:

EVA CHANG

WITNESS:

Signature

Rubia L. Freitas

Printed Name

17 Dean st, Hudson, Ma 01749

Address

NAI-CHUNG CHANG

WITNESS:

Signature

Rubia L. Freitas

Printed Name

17 Dean St, Hudson, Ma 01749

Address

Natick Mall

Tous Les Jours
Space No. 2094

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Natick Mall

THIS LEASE is between **NATICK MALL, LLC, a Delaware limited liability company** ("Landlord"), and **DuChang Investments Inc., a Massachusetts corporation** ("Tenant"). The date of this Lease is February 19, 20 19 ("Effective Date"). The Leased Premises are located in the **Natick Mall** ("Shopping Center") in the City of NATICK, County of MIDDLESEX, and State of Massachusetts.

REFERENCE PROVISIONS

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

1.01 Leased Premises: **2094 Natick Mall containing approximately 1,960 square feet of floor area and approximately 69' 5" lineal feet of frontage.**

[ARTICLE 1(a)]

1.02 Expiration Date: **June 30, 2029**

[ARTICLE 1(b)]

1.03 **Permitted Use: Only the operation of a Tous Les Jours bakery offering (a) primarily bread, cakes and pastries and (b) incidental thereto, coffee, tea, desserts and sandwiches, Asian candy, Asian snacks and Asian gift items provided the items set forth in (a) and (b) are consistent with all, or substantially all of the items offered in (i) Tour Les Jour locations and (ii) Asian/French bakeries located in the United States and for no other use or purpose whatsoever. Exhibit M attached hereto and by reference made a part hereof, sets forth an example of Tenant's proposed menu items. Landlord may, at Landlord's sole, but reasonable discretion, disallow any item as set forth in Exhibit M. .Notwithstanding the foregoing, however, Tenant may, with Landlord's prior written consent, modify the items contained on Exhibit M, provided, however, such changes shall not occur more than twice each calendar year and provided such changes are consistent with Tenant's Permitted Use as set forth herein.**

[ARTICLE 1(c)]

1.04 Submittal date for preliminary plans: **March 8, 2019**

[ARTICLE 2(d)]

Submittal date for final plans and specifications: **May 3, 2019**

[ARTICLE 2(d)]

1.05 Beginning Work Date: **June 15, 2019 which date shall be extended one day for each day that Tenant fails to secure its building permit, provided that Tenant files all necessary applications for its building permit on or before February 16, 2019 and diligently pursues securing its building permit. In the event Tenant fails to secure its building permit on or before the date that is ninety (90) days following the Effective Date, Landlord shall have right to terminate this Lease on prior written notice to Tenant.**

[ARTICLE 2(e)]

1.06 Opening Date: **The date that is one hundred twenty days (120) following the Beginning Work Date.**

[ARTICLE 3]

1.07 Minimum Annual Rental:

[ARTICLE 4(a)]

Rental Commencement Date -	**6/30/2020**	**$98,000.00 per year**	**($8,166.67 per month)**
7/1/2020 -	**6/30/2021**	**$100,940.00 per year**	**($8,411.67 per month)**
7/1/2021 -	**6/30/2022**	**$103,968.20 per year**	**($8,664.02 per month)**
7/1/2022 -	**6/30/2023**	**$107,087.25 per year**	**($8,923.94 per month)**
7/1/2023 -	**6/30/2024**	**$110,299.87 per year**	**($9,191.66 per month)**
7/1/2024 -	**6/30/2025**	**$113,608.87 per year**	**($9,467.41 per month)**
7/1/2025 -	**6/30/2026**	**$117,017.14 per year**	**($9,751.43 per month)**
7/1/2026 -	**6/30/2027**	**$120,527.65 per year**	**($10,043.97 per month)**
7/1/2027 -	**6/30/2028**	**$124,143.48 per year**	**($10,345.29 per month)**
7/1/2028 -	**Expiration Date**	**$127,867.78 per year**	**($10,655.65 per month)**

Landlord reserves the right to allocate amounts received as Minimum Annual Rental to any charges outlined in ARTICLE 7 & 17 of this Lease in such amounts and at such times as Landlord shall elect in its sole discretion. Notwithstanding the foregoing, the Minimum Annual and additional rental (other than utilities, which shall be paid by Tenant as otherwise due under the Lease) shall accrue without interest

from the Rental Commencement Date but shall not be due and payable to Landlord until twenty (20) days after the earlier of (i) the Opening Date, or (ii) the date Tenant opens for business in the Leased Premises.

1.08 Percentage Rate: **10%**

[ARTICLE 4(b)]

1.09 Annual Sales Base and Monthly Sales Base:

[ARTICLE 4(b)]

Rental Commencement Date -	**6/30/2020**	**$2,000,000.00 per year**	**($166,666.67 per month)**
7/1/2020 -	**6/30/2021**	**$2,060,000.00 per year**	**($171,666.67 per month)**
7/1/2021 -	**6/30/2022**	**$2,121,800.00 per year**	**($176,816.67 per month)**
7/1/2022 -	**6/30/2023**	**$2,185,454.08 per year**	**($182,121.17 per month)**
7/1/2023 -	**6/30/2024**	**$2,251,017.76 per year**	**($187,584.81 per month)**
7/1/2024 -	**6/30/2025**	**$2,318,548.37 per year**	**($193,212.36 per month)**
7/1/2025 -	**6/30/2026**	**$2,388,104.90 per year**	**($199,008.74 per month)**
7/1/2026 -	**6/30/2027**	**$2,459,747.96 per year**	**($204,979.00 per month)**
7/1/2027 -	**6/30/2028**	**$2,533,540.41 per year**	**($211,128.37 per month)**
7/1/2028 -	**Expiration Date**	**$2,609,546.53 per year**	**($217,462.21 per month)**

The parties hereto acknowledge that the Annual Sales Base is not a natural breakpoint

1.10 Address of Landlord:

[ARTICLES 4 and 30]

Landlord's Notice Address
NATICK MALL, LLC
c/o Natick Mall
350 N. Orleans St.
Suite 300
Chicago, IL 60654-1607
Attn: Law/Lease Administration Department

Landlord's Payment Address:
NATICK MALL, LLC
NATICK MALL, SDS-12-3111, PO BOX 86
MINNEAPOLIS, Minnesota 55486-3111

With a copy to:
Natick Mall
1245 WORCESTER STREET, SUITE 1218
NATICK, Massachusetts 01760-1553
Attn: General Manager

1.11 Address of Tenant:

[ARTICLE 30]

Notice:
Duchang Investments Inc.
24 Terrance Avenue
Natick, MA 01760

Billing:
Duchang Investments Inc.
24 Terrance Avenue
Natick, MA 01760

With a copy to:

ArkSwan Legal, PLLC
60 State Street; Suite 700
Attn: Chase Lin, Esq.

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

[ARTICLE 4(c)]

1.13 Anchor Minimum Annual Rental Increase: **Not applicable.**

[ARTICLE 4(d)]

1.14 Trade Name: **"Tous Les Jours"**

[ARTICLE 25]

1.15 **Intentionally Omitted**

[ARTICLE 37]

1.16 Initial Assessment: **Not Applicable**

[ARTICLE 37]

1.17 Preliminary Rent: **Not Applicable**

1.18 Construction Allowance: $182,667.00

Landlord agrees to pay to Tenant, if Tenant is not then in default, the cost of Tenant's Work up to the sum of $182,667.00, but not more than that amount, subsequent to the fulfillment of all of the following requirements:

(A) $32,667.00 within 20 days following the last to occur of the following:

1. Tenant has opened for business with the public in the Leased Premises;
2. Landlord has received Tenant's written request for payment.

(B) The remainder of the Construction Allowance within 45 days following the fulfillment of all of the following requirements:

1. Compliance with the scheduled dates outlined in Reference Provisions 1.04, 1.05 and 1.06;

2. Completion of Tenant's Work in accordance with EXHIBIT P, lien free and in a manner satisfactory to Landlord and Landlord's Architect;

3. Presentation to Landlord, in form and detail satisfactory to Landlord, of:

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

b. Tenant's architect shall provide an original and notarized Affidavit or Final Waiver of Lien indicating that the Architect has been paid in full;

c. General Contractor's original and notarized Final Waiver of Lien;

d. Notarized Final Waivers of Lien from all architects, subcontractors, sub-subcontractors and material suppliers;

4. Presentation to Landlord of unconditional certificates of occupancy from all applicable governmental authorities; and

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

Tenant's requests for payment must be sent to Landlord at the Notice address shown in Reference Provision 1.10 directed to Attn: Tenant Allowance Administration. The Construction Allowance will be paid to Tenant as reimbursement for Tenant's payment for construction of improvements, additions, alterations and attached fixtures (excluding trade fixtures) in the Leased Premises, including the cost of raw materials, labor, architects fees, permits, and related costs of construction work (the "Leasehold Improvements"). Leasehold Improvements do not include inventory, supplies, Tenant's moveable property (including trade fixtures) or the cost of training Tenant's employees.

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

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

Leasehold Improvements funded by the Construction Allowance will at all times be the sole property of Landlord, and Tenant will have no ownership interest in such Leasehold Improvements. It is the intention of Landlord and Tenant that the Leasehold Improvements will be qualified long term real property in accordance with Section 110 (a) of the Internal Revenue Code and the regulations thereunder. Each party shall prepare its federal, state and local income tax forms and schedules, and calculate taxable income, in a manner consistent with Landlord's ownership of such Leasehold Improvements for all taxable years, and shall furnish the information described in Treasury Regulations Section 1.110-1(c) in the time and manner specified therein.

Notwithstanding anything to the contrary in this Reference Provision 1.18, Landlord shall have the option to either (i) pay that portion of the Construction Allowance as set forth in Paragraph A above according to the process set forth above; or (ii) satisfy its obligation to pay that portion of the Construction Allowance as set forth in Paragraph (A) above by partially crediting the amount of Tenant's monthly payments of Minimum Annual Rental (and additional rental) otherwise due. Any credit against Minimum Annual Rental (and additional rental) shall be contingent upon Tenant

meeting the necessary requirements for payment of such portion of the Construction Allowance set forth above. Should Landlord neither pay the Construction Allowance to Tenant nor indicate to Tenant its election to do so by the date the Construction Allowance is due, then Landlord shall be deemed to have elected that Minimum Annual Rental (and additional rental) shall be partially credited as provided in (ii) above. Notwithstanding anything to the contrary in the foregoing, Landlord shall have the right, at any time, to pay the remaining balance of the Construction Allowance which remains uncredited at such time in such amounts as Landlord may elect, and Tenant's rights to take any further credits against Minimum Annual Rental (and additional rental) shall cease after such full payment is made by Landlord.

[ARTICLE 2]

1.19 Security: **Not Applicable**

[ARTICLE 46]

1.20 Radius: **10 miles**

[ARTICLE 58]

1.21 **Intentionally Omitted**

1.22 Operating Expenses Payment: **Not Applicable**

[ARTICLE 17]

1.23 **Not Applicable**

1.24 Chargeback Waiver: **Notwithstanding anything to the contrary contained in the EXHIBITS attached hereto, the construction chargeback items which Tenant shall be obligated to pay Landlord in connection with the construction of the Leased Premises pursuant to the EXHIBITS shall be waived. Notwithstanding the foregoing, the plan review fee, sprinkler shut down charge, floor tile costs, Temporary Electric, Construction Trash Removal (if applicable), the Construction Deposit and Construction Barricade (if a barricade is required) contained in the EXHIBITS shall not be waived, reduced or capped in any way.**

1.25 **Not Applicable**

1.26 A. **Not Applicable**

B. **Not Applicable**

C. **Not Applicable**

1.27 **Not Applicable**

1.28 **Not Applicable**

1.29 **Not Applicable**

1.30 **Not Applicable**

1.31 **Not Applicable**

1.32 **Not Applicable**

1.33 **Not Applicable**

1.34 Material Inducement: **Tenant acknowledges that the Guaranty of the Lease is a material inducement to the execution of the Lease by Landlord and that if the Guarantor fails to perform or otherwise breaches any provision of the Guaranty, or if the Guarantor is prevented from performing its obligations under the Guaranty for any reason, including operation of the law, then the same shall constitute a failure of the consideration for the Lease and a default hereunder, and the Lease may be terminated at any time during the Term at Landlord's sole option by giving 60 days prior written notice to Tenant.**

1.35 Anchors: **An "anchor" for all purposes under this Lease is any operation, land, building, store or business, whether occupied or vacant and whether owned or leased, which leases or occupies 30,000 square feet or more of space in the Shopping Center.**

1.36 Intentionally Omitted

References to articles are for convenience and designate some of the other provisions where references to the particular Reference Provisions appear. If there is a conflict between a Reference Provision and the other provisions of this Lease, the former shall control.

ARTICLE 1 - Leased Premises, Term and Use

(a) Landlord leases to Tenant and Tenant takes from Landlord in consideration of the covenants and agreements in this Lease, the premises ("Leased Premises") being that portion of the building measured to the center of common walls and the outside faces of exterior walls, on the drawings attached to this Lease and made a part of this Lease as "EXHIBIT A" and "EXHIBIT A-1". The Leased Premises shall include corridors and passageways for the exclusive use of the Leased Premises, columns, stairs, elevators and any construction or equipment located in the Leased Premises, as well as pipes, conduits, electrical wires and drainage lines that directly serve the Leased Premises. The Shopping Center includes all buildings, land, improvements, additions, extensions and deletions which may be made from time to time, and may include adjacent parcels of land not owned, leased or controlled by Landlord but which are operated as an integral part of the Shopping Center. The Leased Premises are described further in the Reference Provisions. If the square footage of the Leased Premises is different than the amount set forth in Reference Provision 1.01, all rental and additional rental and amounts based upon the square footage of the Leased Premises shall be proportionately adjusted, and the parties shall execute an amendment to this Lease memorializing the adjustments. If Tenant constructs a mezzanine in the Leased Premises, the square footage of the Leased Premises shall be increased in an amount equal to the square footage of the mezzanine, and all rental, additional rental and amounts based upon the square footage of the Leased Premises shall be proportionately adjusted. The Parties shall execute an amendment to this Lease memorializing the adjustment. A mezzanine shall not be permitted if the Leased Premises are located on an upper level.

EXHIBITS A, A-1 and B are for informational purposes only, and are not a warranty, representation or agreement that the Leased Premises, Shopping Center or other areas will be as shown on the Exhibits, or that other occupants if shown on the Exhibits will be in the Shopping Center. Tenant has not been granted any easements of light, air or access. Tenant's rights are limited to the use and occupancy of the Leased Premises and the license to use the Joint Use Areas as they may exist from time to time, all subject to the terms, covenants, conditions and provisions of this Lease.

(b) The term of this Lease ("Term") shall begin on the Effective Date and end on the Expiration Date in the Reference Provisions.

(c) The Leased Premises shall be used and occupied only for the Permitted Use in the Reference Provisions, and for no other use or purpose whatsoever. Unless specifically noted in the Reference Provisions, Tenant does not have exclusive rights to sell any particular merchandise or provide any particular services in the Shopping Center.

ARTICLE 2 - Original Construction

(a) Landlord may make minor changes to the Leased Premises. Landlord may also make changes, reductions and additions without restriction in other areas of the Shopping Center (including all Joint Use Areas and all buildings and other improvements), whether the changes are requested by other tenants or deemed desirable by Landlord.

(b) (i) If (1) within 24 months following the Opening Date, construction has not begun on the Shopping Center site, or (2) within 36 months following the Opening Date, the Leased Premises has not been delivered to Tenant by Landlord, this Lease may be terminated by either party by notifying the other in writing, within 30 days thereafter. Tenant releases Landlord and Landlord's contractor from any claim for damages against Landlord or Landlord's contractor for any delay in the date on which the Leased Premises shall be ready for delivery to Tenant.

(ii) Notwithstanding anything in 2(b) (i) above to the contrary, unless a different contingency period is specifically stated in this Lease, if any conditions or contingencies relative to performance of any obligation hereunder by either party, including but not limited to the obtaining of permits for any reason, are not satisfied within one year after the Effective Date, then this Lease may be terminated by either party effective upon 30 days prior written notice to the other.

(c) **Notwithstanding anything to the contrary contained in this Lease or Exhibits to Lease,** Landlord ~~agrees to perform its~~ **shall not be required to perform any** construction work ~~("Landlord's Work")~~ in the Leased Premises **and Tenant accepts the Leased Premises in its "AS IS" "WHERE AS" condition.** ~~substantially in accordance with the Exhibits.~~ **Tenant represents and warrants to Landlord that Tenant is familiar with the Leased Premises and with the other improvements previously placed there by Landlord and others. Tenant accepts the Leased Premises, including all improvements, in their present condition "as is" and as suitable for the purpose for which the Leased Premises are leased. Notwithstanding the foregoing, however, Landlord shall, at Landlord's expense, on or before the Beginning Work Date, provide a natural gas line to the Leased Premises.** All ~~other~~ work on the Leased Premises shall be done by Tenant, at Tenant's expense ("Tenant's Work"). **Tenant shall remodel the Leased Premises to its most current prototype in accordance with**

this Lease, all exhibits attached thereto and Landlord criteria and in accordance with plans and specifications as first approved by Landlord.

Tenant's Work shall include, but not be limited to, the installation of storefronts and storefront signs, customer entrance doors, floor covering, plastering, interior decorating, wall and ceiling treatment, completion of the air conditioning system and fire sprinkler system, extension of electrical service to the Leased Premises, connection of plumbing lines to Landlord's system, the installation of electric lights and fixtures and all other electrical work. The design and installation of mechanical and electrical systems shall comply with the requirements attached and made a part of this Lease as the Exhibits. All signs and electrical work for the signs shall be installed by Tenant at Tenant's expense. They shall be of such character, design, size and at such locations as Landlord may approve. They shall be in accordance with the Exhibits, which is attached and made a part of this Lease. Tenant agrees not to install any signs until they have been approved by Landlord~~. Food Court Tenants shall conform to the Design and Operation Criteria contained in EXHIBIT FC "Design and Operations for Food Court Tenants" attached and made a part of this Lease.~~ If Tenant is prevented from beginning construction in the Leased Premises by the Beginning Work Date because of the failure of Landlord to **deliver possession of the Leased Premises to Tenant,** ~~substantially complete Landlord's Work within the Leased Premises,~~ the **Beginning Work Date, the** Opening Date **and the Rental Commencement Date** shall be extended by 1 working day for each working day that Tenant is prevented. The certification of Landlord's architect that Landlord's Work is substantially complete and in accordance with the plans and specifications shall be conclusive and binding upon the parties.

(d) Approval of the plans and specifications by Landlord shall not create any responsibility by Landlord for their accuracy, sufficiency or compliance with laws or rules and regulations. Tenant shall be solely responsible for the plans and specifications. When Landlord has approved Tenant's plans and specifications, Landlord shall return one set of approved plans to Tenant. Such approved plans shall show the date of Landlord's approval and shall be made a part of this Lease as "Exhibit P", whether or not physically attached hereto. Tenant agrees not to begin Tenant's Work until Landlord has approved the plans and specifications.

(e) Tenant shall begin Tenant's Work by the Beginning Work Date specified in the Reference Provisions, proceed with it diligently and complete it in strict accordance with EXHIBIT P. Upon completion of Tenant's Work Tenant shall provide a certificate furnished by or otherwise satisfactory to Landlord from Tenant's contractor stating that no asbestos-containing materials or other Hazardous Materials as defined in ARTICLE 15 were used in the construction of the Leased Premises. Tenant shall complete the installation of fixtures, trade fixtures, improvements, equipment, stock and inventory prior to the Opening Date.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, TENANT IS REQUIRED TO OPEN FOR BUSINESS TO THE PUBLIC IN THE LEASED PREMISES ON OR BEFORE THE OPENING DATE SPECIFIED IN THE REFERENCE PROVISIONS, UNLESS REQUESTED TO DELAY THE OPENING DATE PURSUANT TO ARTICLE 3(b).

If Tenant does not begin Tenant's Work by the Beginning Work Date, Landlord shall have the right to terminate this Lease by notifying Tenant in writing and providing a cure period, not to exceed 5 days. Tenant shall pay Landlord as liquidated damages the cost of any work done by Landlord for Tenant (representing the actual cost plus 15% for overhead), including, without limitation, electrical work, plumbing, concrete floor slabs, and heating and air conditioning equipment and facilities, if any. If Tenant has not completed Tenant's Work and opened its store for business to the public by the Opening Date (subject to ARTICLE 3), Landlord shall be entitled to declare the same a default. **In the event that Tenant has not opened its store for business to the public within thirty (30) days after then Opening Date the, i**n addition to (and not in lieu of) Landlord's other rights and remedies, Tenant's **Minimum Annual Rental payment** ~~rental shall nevertheless begin~~**beginning** on the Opening Date **and continuing until the date Tenant opens for business in the Leased Premises, shall be** at the per day rate of ~~the greater of either: (i)~~ 1/10th of the monthly installment of Tenant's Minimum Annual Rental. ~~or (ii) $1,000.00~~. Late performance will cause Landlord to incur losses, damages and costs not contemplated under this Lease, the exact amount of which are extremely impractical to fix. The costs include, without limitation, processing and accounting charges. The parties agree that these late charges are liquidated damages, represent a reasonable estimate of Landlord's costs and expenses and are fair compensation to Landlord for the loss suffered by Landlord.

ARTICLE 3 - Rental Commencement Date

(a) The rental payments shall begin to accrue on **June 15, 2019** ~~the earlier of the following dates~~ ("Rental Commencement Date")~~: (i) the Opening Date; or (ii) the date on which Tenant shall open the Leased Premises for business to the public~~.

~~(b) Notwithstanding any provision to the contrary contained in this Lease, if applicable, Tenant agrees if requested by Landlord to delay the opening of the Leased Premises for business in order to coincide with the grand opening of the Shopping Center or a grand re-opening in the case of a major renovation ("Grand Opening"). In that event, Tenant's obligation to pay rental shall begin on the Grand Opening Date.~~

ARTICLE 4 - Rental

Tenant shall pay Landlord as rental for the use and occupancy of the Leased Premises, at the times and in the manner provided, the following sums of money per annum without deduction or set-off and without prior demand:

(a) MINIMUM ANNUAL RENTAL: The Minimum Annual Rental shall be payable in 12 equal monthly installments in advance, upon the 1st day of each and every month during the periods of time specified in the Reference Provisions.

If under ARTICLE 3 rental begins on a day other than the 1st day of a month, the monthly installment of Minimum Annual Rental for the period from the Rental Commencement Date until the 1st day of the month next following shall be prorated accordingly. All past due rental, additional rental, and other sums due Landlord under this Lease shall bear interest from the due date until paid by Tenant, at the rate of 2% above the Prime Rate (as defined below), not to exceed the maximum rate of interest allowed by law in the state where the Shopping Center is located (the "Interest Rate"). The interest shall be deemed to be additional rental. All rental provided for in this Lease shall be paid to Landlord at the address in the Reference Provisions or to another payee or address that Landlord designates.

"Prime Rate" wherever it appears in the Lease means the prime rate (or base rate) reported in the Money Rates column or section of The Wall Street Journal as being the base rate on corporate loans at large U.S. money center commercial banks (whether or not that rate has been charged by any bank). If The Wall Street Journal ceases publication of the prime rate, Prime Rate shall mean the highest rate charged by Chase (or its successor) on short term unsecured loans to its most creditworthy large corporate borrowers. If The Wall Street Journal (i) publishes more than one prime rate or base rate, the higher or highest of the rates shall apply, or (ii) publishes a retraction or correction of that rate, the rate reported in that retraction or correction shall apply.

(b) PERCENTAGE RENTAL: Tenant shall pay Landlord as "Percentage Rental" at the times and in the manner provided below, an amount equal to the Percentage Rate of all Net Sales (defined in ARTICLE 5) in excess of the Annual Sales Base for the calendar year specified in the Reference Provisions. ~~In addition to and not in lieu of Percentage Rental, Tenant shall pay to Landlord an amount equal to eight percent (8%) of all monies and other revenues received by Tenant, without regard to the Annual Sales Base, for material and/or information digitally downloaded from the internet or any other remote source to any software format now in existence or hereafter created and sold to customers in, at or from the Leased Premises ("Digital Download Rent"). Sale of such software and the material or information contained therein must be within Tenant's Permitted Use. Income received by Tenant resulting from such sales shall be separately stated monthly and otherwise recorded and documented as set forth in Article 6 hereof, but the amount thereof shall not be included in Net Sales applied to the Annual Sales Base in any year. Any Digital Download Rent due from Tenant to Landlord for any month during the Term shall be payable within thirty (30) days after the end of the month in which the monies or other revenues were received.~~

Beginning on the Opening Date, Percentage Rental shall be paid monthly no later than the 15th day of the month, except that if the ~~Rental Commencement~~ **Opening** Date is other than the first day of a month, the Net Sales during the first partial month shall be added to the Net Sales of the next month. The amount of each payment of Percentage Rental shall be equal to the amount of Net Sales in excess of the Monthly Sales Base for the immediately preceding month multiplied by the Percentage Rate. The Annual Sales Base and/or the Monthly Sales Base shall be prorated for any partial calendar year upon the basis of 1/12th for each full month of the partial calendar year, plus an amount equal to 1/360ths for each day if the ~~Rental Commencement~~ **Opening** Date is other than the first day of the month. At the end of each calendar year Percentage Rental shall be adjusted to a calendar year basis and the balance of the Percentage Rental due shall be paid within 60 days after the end of that calendar year (including the last calendar year). If at the end of the calendar year, the amount of the Percentage Rental paid by Tenant exceeds the amount of Percentage Rental required to be paid by Tenant for that calendar year, Tenant shall receive a credit for the excess, and the excess shall be deducted by Tenant from the next payments of Percentage Rental due (or after the last calendar year, Landlord shall refund the excess to Tenant after Landlord's receipt of Tenant's certified statement of Net Sales covering the last calendar year). Each calendar year shall be considered as an independent accounting period for the purpose of computing the amount of Percentage Rental due. The amount of Net Sales of any calendar year shall not be carried over into any other calendar year.

Net Sales during any calendar month in which Tenant does not continuously and without interruption conduct its business shall be deemed to be the greater of: (i) Net Sales during that calendar month or (ii) Net Sales during the calendar month in which Net Sales were the highest. This paragraph shall not apply to any calendar month in which the Leased Premises are closed for business with the prior written consent of Landlord, or if the closing of the Leased Premises is expressly permitted by this Lease.

"Lease Year" for all purposes under this Lease shall mean the 12 calendar months between February 1 through and including the next succeeding January 31. If the Rental Commencement Date is not February 1, then the period from the Rental Commencement Date through and including the next succeeding January 31 shall be a partial Lease Year; "calendar year" for all purposes under this Lease shall mean the 12 calendar months between January 1 through and including December 31. If the Rental Commencement Date is not January 1, then the period from the Rental Commencement Date through and including the next succeeding December 31 shall be a partial calendar year.

~~(c) ADDITIONAL GROSS LEASABLE AREA MINIMUM ANNUAL RENTAL INCREASE: After the Opening Date, should either (i) the Shopping Center be renovated at a cost in excess of $50,000.00; (ii) the Shopping Center be expanded by an addition of at least 50,000 feet of leasable area; or (iii) a lifestyle village or wing be added to the Shopping Center regardless of whether such addition occurs as a replacement for an anchor or~~

~~not, the Minimum Annual Rental shall automatically be increased in accordance with the Reference Provisions, and the Annual Sales Base shall be increased accordingly. Any such increase shall commence on the first day after the completion of any of the events set forth in (i) – (iii) above and continue during the remainder of the Term.~~

~~(d) ANCHOR MINIMUM ANNUAL RENTAL INCREASE: For each anchor (as defined in this Lease) that is added to the Shopping Center after the Opening Date, the Minimum Annual Rental shall automatically be increased in accordance with the Reference Provisions, and the Annual Sales Base shall be increased accordingly. The increase shall continue during the remainder of the Term.~~

(e) If Minimum Annual Rental or additional rental is not paid within 10 days after it is due, Tenant shall also pay Landlord, as liquidated damages, a late payment fee equal to the greater of $100.00 or 5% of the delinquent rental for each and every month, or part of every month that the rental remains unpaid. The fee shall not excuse Tenant from the timely payment of rental. If Landlord receives 2 or more checks from Tenant which are returned by Tenant's bank for insufficient funds, Tenant agrees that all future checks shall be either bank certified, cashiers' or treasurers' checks. All bank service charges resulting from bad checks shall be borne by Tenant.

(f) In addition to Minimum Annual Rental, Tenant shall pay, as additional rental, all sums of money required to be paid pursuant to ARTICLE 4(b) (Percentage Rental), ~~7 (Taxes),~~ 16 (Environmental Services), ~~17 (Joint Use Areas and Operating Expenses),~~ and all other sums of money or charges required to be paid by Tenant under this Lease (collectively referred to in this Lease as "additional rental"). All amounts shall be paid to Landlord's Payment Address as shown in Reference Provision 1.10. If the amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as additional rental with the next installment of Minimum Annual Rental falling due, but nothing in this Lease shall be deemed to suspend or delay the payment of any amount of money or charge at the time it becomes due and payable or to limit any other remedy of Landlord. All amounts of Minimum Annual Rental and additional rental payable in a given month (also collectively referred to in this Lease as "rent" or "rental") shall be deemed to be a single rental obligation, and shall survive the expiration of the Term or the earlier termination of this Lease. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord at the time of such payment shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or any letter accompanying such check stating that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check on account without prejudice to any other rights or remedies which Landlord may have against Tenant.

ARTICLE 5 - Definition of Total Sales, Gross Sales, and Net Sales

Total Sales is defined as the dollar aggregate of the full amount of the price charged or value received for all goods and merchandise sold, leased, rented, licensed, or delivered, and all charges for all services sold or performed, and all other receipts from all business conducted in, upon, or from, any part of the Leased Premises (including business conducted by Tenant or its parent, subsidiary or affiliate, licensee, concessionaire, or subtenant (each a "Tenant's Affiliate")) whether for cash, by check, on credit, by charge account, exchange, or otherwise, and in any combination thereof, and shall include, but not be limited to, the following transactions: (i) sales or orders received, placed, taken, billed, fulfilled, shipped, picked up by the customer, or delivered to the customer, from or at the Leased Premises by any means, including but not limited to, mail order, electronic, computer, internet, telephone, or other technology based system whether now existing or hereinafter developed; (ii) equipment leased; (iii) reimbursements; (iv) uncollected and uncollectible credit accounts and bank checks and charges for bank credit cards; (v) all deposits not refunded to purchasers; (vi) all money or other value that Tenant or Tenant's Affiliate is entitled to receive; (vii) the value of any gift certificates, gift cards, electronic vouchers, or like instrument, as well as any associated purchase, service, activation or like fee for same; (viii) sales from vending machines; and (ix) any other transactions that Tenant in the normal and customary course of its operations would credit or attribute to Tenant's business conducted in the Leased Premises. Gross Sales is defined as Total Sales less the following exclusions, but only if and to the extent that, each such exclusion is individually itemized and valued by Tenant in its Gross and Net Sales reports submitted to Landlord as required pursuant to the provisions of Article 6: (i) returns of merchandise to shippers and manufacturers; (ii) receipts for the sale of fixtures, equipment or property that are not stock-in-trade, or from any sales not in the ordinary course of Tenant's business; and (iii) the value of any exchange or transfer of merchandise between the Leased Premises and another Tenant store location if made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made in, at, or from the Leased Premises. Net Sales is defined as Gross Sales less the following deductions, but only if and to the extent that, each such deduction is individually itemized and valued by Tenant in its Gross and Net Sales reports submitted to Landlord as required pursuant to the provisions of Article 6: (i) refunds to customers to the extent and in the amount that the underlying transaction for which the refund is sought was included in Gross Sales; (ii) sales tax, use tax, excise tax, retailer's tax, occupation tax, or similar taxes imposed in a either a specific amount or as determined by Tenant's sales; and (iii) interest, service, finance, or sales carrying charges paid by customers for the extension of credit on purchases if not included in the price.

ARTICLE 6 - Records and Audits

Tenant agrees to accurately record all sales in accordance with generally accepted accounting practices (showing all of its sales separately from its other stores), and to maintain sufficient original records which accurately summarize all transactions relating to the Leased Premises (including the sales of any subtenant, licensee or concessionaire). Original records shall include but not be limited to: sales documents, sequentially numbered tapes and readout totals of cash registers or point of sale devices, sales returns and allowance detail, cash receipts, payroll journals, accounts

receivable, disbursement journals, bank statements, deposit slips, inventory records, purchase orders, receiving records, sales journals or daily sales reports, orders accepted by means of electronic, telephonic, video, computer or another electronic or other technology based system, state sales and use tax returns (and all documentation used to prepare the returns), and a complete general ledger. Documentation and itemization of specific sales exclusions shall also be maintained. Records shall be preserved (properly totaled) by Tenant either (a) at the Leased Premises or (b) at the home or regional offices of Tenant (provided Landlord shall be notified in writing of the address at which the records are maintained) and made available to Landlord at the Leased Premises or the offices, upon demand, for a period of at least 3 years after the year in which the sales occurred (however, if any audit is begun by Landlord or if there is a dispute regarding Tenant's Total, Gross, and/or Net Sales, Tenant's records shall be retained by Tenant until a final resolution of the audit or dispute). The receipt by Landlord of a statement of Total, Gross, and/or Net Sales or Percentage Rental shall not constitute an admission of its correctness. Tenant agrees to deliver to Landlord a statement of each month's sales on or before the 5th day of the following month, and by January 31 of each year of the Term an annual statement certified by a Certified Public Accountant or by a financial officer, owner or partner of Tenant, of the Total, Gross, and/or Net Sales made during the preceding year. If the Term expires or is terminated on a date other than December 31, then a like statement for the partial calendar year in which expiration or termination occurs shall be delivered within 30 days after expiration or termination. Landlord shall be entitled, at Landlord's expense, to have at any time and from time to time an audit of the Total, Gross, and/or Net Sales made during any period covered by the annual statement and account and to recalculate the rental payable for that period. If there is a deficiency in the payment of percentage or additional rental, the deficiency shall be immediately due and payable with interest at the Interest Rate, and the interest shall be additional rental, from the date when the payments should have been made. If there is an overpayment by Tenant, it shall be credited by Landlord against payments due. If Total, Gross, and/or Net Sales have been understated by more than 2% or Tenant fails to record, maintain or make available the required sales supporting documentation, Tenant shall be in default, and shall pay the cost of the audit and all other related costs and expenses. If Tenant is late furnishing Landlord any monthly sales statement, Landlord shall have the right, without notice, to conduct an audit at Tenant's sole cost. If Tenant does not furnish the sales documentation referred to above or otherwise impedes Landlord's audit of Tenant's Total, Gross, and/or Total, Gross, and/or Net Sales, Landlord shall be entitled, in addition to Landlord's other rights and remedies, to estimate Tenant's annual Total, Gross, and/or Net Sales as 125% of the Net Sales for the preceding year, and bill Tenant for any Percentage Rental which may be due based upon the estimated Net Sales.

ARTICLE 7 – Taxes

(a) ~~(i) Effective upon the Rental Commencement Date, Tenant shall pay, without deduction or set-off of any kind, its proportionate share of~~ **Property Taxes shall include** all real property taxes and assessments which may be levied or assessed against the retail portion of the Shopping Center during the Term by any lawful authority for each calendar year including, without limitation, all Impositions as defined below in this subpart (a)(i) and the cost of any contest, review or negotiation of an assessment by Landlord, as described in (c) below ~~(collectively "Property Taxes")~~. Property Taxes shall exclude taxes and assessments actually paid by anchors or outparcel occupants for land and buildings owned or leased by anchors and outparcels whether the anchors and outparcels are occupied or vacant and whether or not the real property taxes thereon are separately billed or assessed. Notwithstanding anything to the contrary contained in this Lease, Property Taxes shall include any form of tax or assessment, license fee, license tax, tax or excise on rent, or any other levy, charge, or similar imposition ("Impositions") imposed by any governmental authority or political subdivision having jurisdiction, or any school, agricultural, lighting, drainage, management, roadway, water, levee, utility or other improvement or special assessment district, on any interest of Landlord or Tenant in the Leased Premises, the Shopping Center or the underlying realty. The Impositions shall include but not be limited to: (aa) any partial or total substitute impositions for real property taxes; (bb) any impositions imposed upon owners of real estate (including any water and sewer tax assessment) rather than upon persons generally, as well as any tax which may become a lien on the land, buildings or other improvements in the Shopping Center, or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Leased Premises; (cc) any Impositions upon this Lease or any document to which Tenant is a party creating or transferring an interest or an estate in the Leased Premises, and (dd) any impositions for offsite property or facilities that provide an easement required to be maintained for the benefit of or that serves the Shopping Center.

~~(ii) Tenant's proportionate share shall be the product which results by multiplying the Property Taxes (less any payment actually made by variety and specialty stores, and by anchors and outparcels as excluded in subpart (a)(i) above) by a fraction, the numerator of which shall be the number of square feet of floor area in the Leased Premises and the denominator of which shall be the total number of square feet of gross leasable floor area in the main mall building(s) (as determined by Landlord in its sole discretion; hereafter "Main Mall Building(s)") of the Shopping Center which are occupied or producing rent, including the Leased Premises, determined as of August 1 of each year (exclusive of the building areas utilized for non-retail exhibits;; recreational purposes, including, without limitation, ice rinks; space operated for a not-for profit purpose, including, without limitation, museums; the building areas occupied by anchor buildings and outparcels whether the anchors and outparcels are occupied or vacant and whether or not the portion of Property Taxes thereon are separately billed or assessed; and variety and specialty stores [collectively, the "Excluded Areas"]). Tenant's share of Property Taxes shall not, however, be calculated on the basis of less than 80% of the gross leasable area of the Main Mall Building(s) of the Shopping Center determined as of August 1 of each year (minus the Excluded Areas).~~

~~(iii) Notwithstanding anything to the contrary contained in the Lease, an outparcel may at Landlord's sole discretion be considered part of the Shopping Center for purposes of the definition of Property Taxes and the calculation of Tenant's share of Property Taxes under ARTICLE 7, provided that if the Landlord considers an outparcel to be part of the Shopping Center for such purposes Landlord shall include any payments toward Property Taxes actually made by the outparcel occupant before the calculation of Tenant's share of Property Taxes.~~

~~(b) From time to time, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due with respect to Property Taxes. Such monthly installments shall be paid on or before the 1st day of each calendar month, in advance. If Landlord is required however under a mortgage to escrow Property Taxes, Landlord may, but shall not be obligated to, use the amount required to be escrowed as a basis for the estimate of the monthly installments. Upon confirmation of all Property Tax bills attributed to any calendar year during the Term, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of the Property Taxes for that year. If the total amount paid by Tenant for any calendar year during the Term is less than the actual amount due from Tenant for that year, as shown on the statement, Tenant shall pay Landlord the deficiency within 10 days after demand by Landlord. If the total amount paid by Tenant for any calendar year exceeds the amount due from Tenant for that calendar year, Landlord shall credit the excess against payments due. Tenant's liability for its proportionate share of Property Taxes for the calendar years in which this Lease begins and ends shall be subject to a prorata adjustment based on the number of days in those years. . Landlord's and Tenant's obligations under this ARTICLE 7 shall survive the expiration of the Term. An official tax bill (or copy), if available, shall be submitted by Landlord to Tenant, upon request by Tenant, and shall be conclusive evidence of the amount of the tax assessed or levied, the items taxed and the installments.~~

~~(c) If Landlord contests, reviews or negotiates any tax or assessment upon the Shopping Center, Tenant agrees to pay its proportionate share of Landlord's expenses, whether third party or internal, including but not limited to legal, tax consultant and appraisal fees. Tenant's proportionate share of such expenses shall be calculated and paid in the manner set forth in ARTICLE 7(a). Tenant shall not have the right to withhold any payments to Landlord notwithstanding anything to the contrary contained in this Lease, nor shall Landlord be obligated to withhold the payment of Property Taxes levied or assessed against the Shopping Center. If Tenant pays an amount in excess of its proportionate share of Property Taxes for any year as the result of a subsequent reduction in total Property Taxes for that year, the excess shall be refunded to Tenant (the "Net Refund") when all refunds to which Landlord is entitled from the taxing authority for that year are received by Landlord. The term "Net Refund" means the refund plus interest, if any thereon less appraisal, engineering, expert testimony, attorneys', printing and filing fees and all other costs and expenses of the contest, review or negotiation to the extent that such fees, costs and expenses have not been previously included in taxes under this ARTICLE 7, and less an administrative fee equal to 15% of the original refund.~~

(d) Notwithstanding anything to the contrary in this Article 7 or elsewhere in this Lease, any excise, transaction, sales or privilege tax (except income, transfer, estate or inheritance tax) imposed upon Landlord on account of, attributed to, or measured by rental or other charges payable by Tenant **shall not be considered Property Taxes and** shall be paid by Tenant to Landlord.

ARTICLE 8 - Subordination and Attornment

(a) Tenant's rights shall be subordinate to the interest of any ground lessor and to the lien of any mortgage or deed of trust in force or later placed against the Shopping Center, upon any building placed later upon the Shopping Center and to all advances made upon the security thereof. No ground lessor nor the mortgagee or beneficiary named in the mortgage or trust deed shall disturb Tenant's peaceable possession of the Leased Premises if Tenant is not in default under this Lease. Any mortgagee or beneficiary of Landlord may, at its option, subordinate its mortgage or trust deed to this Lease. This ARTICLE 8(a) is self-operative, and no further documentation of Tenant's subordination and attornment is required; however, Tenant shall execute any subordination agreement requested by Landlord, any mortgagor or beneficiary of Landlord upon written request. Tenant shall accept performance of any of Landlord's obligations hereunder by any mortgagee or beneficiary of Landlord.

(b) If any proceedings are brought for foreclosure, or if the power of sale under any mortgage, deed of trust or deed to secure debt made by Landlord covering the Leased Premises is exercised, Tenant shall attorn to the purchaser upon the foreclosure or sale and recognize the purchaser as the Landlord under this Lease.

(c) Landlord covenants that it is or will be a party to a certain agreement or agreements with the anchors in the Shopping Center (the "Agreement"), which may be amended from time to time. The Agreement shall not prevent Tenant from using the Leased Premises for the purpose set forth in Reference Provision 1.03. This Lease is subject and subordinate to the Agreement and any amendments to or modifications of the Agreement.

(d) Tenant agrees to make such reasonable modifications to this Lease as may be reasonably required in connection with the obtaining of financing or refinancing of the Shopping Center or any portion thereof or interest therein, so long as such modifications do not change the economic terms hereof or materially affect Tenant's rights, increase Tenant's obligations, or reduce Landlord's obligations hereunder.

ARTICLE 9 - Additional Construction

Landlord reserves the right at any time to make alterations or additions to, subdivide, change the building dimensions and storefront lines, build additional stories on the building in which the Leased Premises are contained or on any other building or buildings in the Shopping Center, and to build adjoining the Shopping Center. **In the exercise of its rights, Landlord agrees to use reasonable efforts to avoid interruption of Tenant's business.** Landlord also reserves the right at any time to construct other buildings, structures or improvements including, but not limited to, surface, elevated or double-

deck parking facilities and to erect temporary scaffolds and other aids to construction. Landlord agrees that it will make no changes to the Joint Use Areas which will materially and adversely obstruct visibility of or materially and adversely affect access to and from the Leased Premises through Tenant's existing storefront entrance. Notwithstanding the foregoing, this shall not be deemed to prohibit or otherwise restrict the placement by Landlord of mall plantings, kiosks, mall seating, mall directories, and mall amenities in the Joint Use Areas adjacent to or in front of the Leased Premises. Moreover, the foregoing provisions of this paragraph shall not apply in instances where access or visibility is temporarily affected as a result of repairs, remodeling, renovation or other construction.

Landlord shall have the right at any time upon 90 days' notice ("Relocation Notice"), to relocate the Leased Premises to another location within the Shopping Center ("Substitute Space") in the area as set forth on Exhibit R ("Relocation Area"), containing approximately the same amount of floor area as the Leased Premises. Landlord shall pay the cost of improving the Substitute Space to a comparable condition that existed in the Leased Premises, and for all reasonable moving expenses incurred by Tenant. Tenant shall, upon delivery of the Substitute Space to Tenant, install its fixtures, furniture and equipment in the Substitute Space prior to opening for business in the Substitute Space and Tenant shall open for business in the Substitute Space within 30 days after delivery of the Substitute Space to Tenant. Landlord agrees to reimburse Tenant for Tenant's actual, reasonable, third party, out of pocket costs attributable to Tenant's relocation of Tenant's fixtures, furniture and equipment into the Substitute Space in an amount not to exceed $30,000.00. Provided Tenant has furnished Landlord with all invoices related to such expenses within 30 days of Tenant opening in the Substitute Space, then Landlord shall reimburse Tenant for all actual, reasonable third party costs for such relocation activities such amount not to exceed thirty thousand dollars ($30,000.00). Minimum Annual Rental shall abate during any period Tenant is unable to be open for business due to the relocation.

Tenant has the option to accept or reject the Substitute Space by written notice given within thirty (30) days of receipt of Landlord's Relocation Notice. Tenant shall not unreasonably withhold or delay its acceptance of the Substitute Space.

In the event Tenant does not send notice of its acceptance or rejection of the Substitute Space within 30 days after receipt of Landlord's Relocation Notice, Landlord shall have the right to either deem that Tenant has accepted the Substitute Space by Tenant's failure to reject the Substitute Space by written notice to Landlord, or terminate this Lease for the Leased Premises upon 30 days' written notice to Tenant.

In the event Tenant rejects the Substitute Space by written notice to Landlord, Landlord or Tenant shall have the right to terminate this Lease for the Leased Premises upon 30 days' notice to the other. Notwithstanding the foregoing, however, in the event Tenant elects to terminate the Lease, Landlord shall have the right to rescind the Relocation Notice and, in such event, Tenant's notice of termination shall be of no force or effect.

In the event that Tenant rejects the Substitute Space, and Landlord has not rescinded the Relocation Notice, the Lease shall terminate within 30 days of Tenant's written rejection of the Substitute Space and Tenant shall vacate the Leased Premises within said 30 day period in the manner as set forth in the Lease including, but not limited to, ARTICLE 24.

ARTICLE 10 - Condition of Leased Premises

Tenant's taking possession of the Leased Premises shall be conclusive evidence of Tenant's acceptance of the Leased Premises in good order and satisfactory condition and "as-is", including patent and latent defects. Tenant agrees that no representations about the condition of the Leased Premises, nor promises to decorate, alter, repair or improve the Leased Premises have been made by Landlord or its agents to Tenant. Tenant also agrees that no representations have been made to Tenant that any other tenants will lease space in the Shopping Center nor have any promises been made that Tenant has the exclusive right to sell any merchandise, goods or services. Tenant hereby waives any implied warranties, including but not limited to fitness, suitability and habitability.

ARTICLE 11 - Repairs and Maintenance

Landlord shall be responsible for all structural repairs to the Leased Premises. Landlord shall not be responsible for damage or personal injury caused by any defects or other conditions, or the consequences thereof, except in the case of Landlord's **gross negligence or** willful misconduct. Landlord shall not be liable to Tenant for any damage to merchandise, trade fixtures or personal property of Tenant in the Leased Premises, including without limitation damage by water leakage, seepage, water discharge from a sprinkler system or water damage caused by leakage from other occupants **unless due to Landlord's gross negligence or willful misconduct**. Beginning on the date Tenant takes possession of the Leased Premises, Tenant shall be liable for the repairs, replacements and maintenance of the Leased Premises, except those for which Landlord is responsible under this ARTICLE 11. Tenant shall keep the Leased Premises in good order and repair, clean, sanitary and safe and shall notify Landlord, in writing, prior to beginning any repair. The notice shall specify the repair work to be performed. Tenant's repairs, replacements and maintenance obligations shall include, but not be limited to, its heating and cooling equipment; other equipment; fixtures; improvements; floor covering; the exterior and interior portions of all doors, door locks, security gates, and windows; plumbing and sewage facilities which are not Landlord's obligation; walls; ceilings; and plate glass. Tenant shall be solely responsible for maintenance and repair costs related to the Leased Premises. Tenant agrees to keep the interior of the Leased Premises in a clean and sightly appearance. If Tenant refuses or neglects to make repairs or maintain the Leased Premises, in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant reasonable written notice, to make the repairs or perform the maintenance on behalf of Tenant. Tenant shall reimburse Landlord promptly upon receipt of a bill. The interior and storefront of the Leased Premises shall be painted, redecorated and refurbished by Tenant at least once every 5 years. Landlord has no obligation to do work which Landlord is not expressly required to perform under this Lease or which, under this Lease, Tenant is required to perform. The performance of that work by Landlord shall not constitute a waiver of Tenant's default.

ARTICLE 12 - Alterations

Tenant shall not make any structural, electrical, storefront, exterior, major interior or mechanical alterations to the Leased Premises without obtaining the written consent of Landlord. Tenant shall not interfere with any work in the Shopping Center, and shall not cause the closing, interruption or impairment of Tenant's normal conduct of business. All alterations, additions, improvements and Tenant's Work shall become, upon expiration of the Term, or the earlier termination of this Lease, the property of Landlord without any payment by Landlord. All such work by Tenant shall be made under the supervision of a competent architect or competent licensed structural engineer and shall be in accordance with plans and specifications approved in writing by Landlord before the start of the work. Landlord's approval of Tenant's plans and specifications shall not create a responsibility or liability of Landlord for their accuracy, sufficiency or compliance with laws or rules and regulations. The work shall be in accordance with necessary governmental approvals and permits. Tenant shall obtain approvals and permits at its sole expense. The work shall be done in a good and workmanlike manner and diligently prosecuted to completion. The Leased Premises shall at all times be a complete unit except during the performance of work. Work done by Tenant without Landlord's consent shall be returned to its original condition, at Tenant's expense, upon request by Landlord.

Notwithstanding anything to the contrary contained in this Article 12 and provided Tenant is not in default under this Lease, Tenant shall have the right to make non-structural, non-mechanical, interior alterations to the Leased Premises without first obtaining Landlord's prior written consent provided that: (i) the interior alterations shall be completed in a good and workmanlike manner in accordance with Landlord's design criteria for the Shopping Center; (ii) the alterations do not affect the mechanical, plumbing, electrical, HVAC, life, safety, or other operating systems located in the Shopping Center, or the structural components of the building, or require penetration of the roof or the floor or ceiling of the Leased Premises; (iii) Tenant shall not make any alterations or additions to the storefront, exterior or roof of the Leased Premises without the prior written approval of Landlord; (iv) the cost of any such interior alterations shall

not exceed Ten Thousand and 00/100 Dollars ($10,000.00), in the aggregate, per year; (v) Tenant shall not construct a mezzanine in the Leased Premises nor increase the size of an existing mezzanine without the prior written approval of Landlord. (vi) Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, causes of action, damages and liabilities sustained by Landlord, as a result of any work performed by Tenant, its employees, agents, sublessees, assignees, licensees, contractors or subcontractors; (vii) the value of the Leased Premises is not diminished thereby and the general appearance of the Leased Premises is not changed; and (viii) such alterations, and the performance thereof, shall otherwise be in compliance with the terms and provisions contained in this ARTICLE 12, except for the requirement of Landlord's consent. All alterations and additions which require Landlord's approval according to this ARTICLE 12 shall be conducted under the supervision of a competent architect, store designer or licensed structural engineer pursuant to plans and specifications approved prior to construction by Landlord. All work done in making any alterations or additions shall conform to the construction standards of this Lease and its Exhibits. Upon the completion of any addition or alteration, Tenant shall file in the office of the County Recorder of the county in which the Shopping Center is located, a Notice of Completion as may be required by law. Upon the expiration of the term of this Lease or its earlier termination, all additions and alterations shall be considered improvements and shall be surrendered with the Leased Premises. Tenant shall not impede access to the premises of any other tenant in the Shopping Center during construction of alterations or additions.

ARTICLE 13 - Fixtures and Personal Property

Trade fixtures, signs and other personal property of Tenant not permanently affixed to the Leased Premises shall remain the property of Tenant. Tenant shall have the right, provided Tenant is not in default, to remove its trade fixtures, signs and other personal property. Tenant shall not however, during the Term, render the Leased Premises unsuitable for conducting the type of business specified in Reference Provision 1.03 by removing personal property unless Tenant immediately replaces it with personal property of comparable or better quality. Tenant, at its expense, shall immediately repair damage to the Leased Premises caused by the removal of such trade fixtures, signs and other personal property. Upon the expiration or earlier termination of this Lease, Tenant shall leave the Leased Premises in a neat and clean condition, free of debris. All trade fixtures, signs, and other personal property installed in or to the Leased Premises by Tenant must be new or like new when installed or attached. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation in the Leased Premises as well as upon its trade fixtures, leasehold improvements (including but not limited to merchandise and other personal property in, on or upon the Leased Premises). If Tenant's property is assessed with Landlord's property, the assessment shall be equitably divided between Landlord and Tenant. Landlord shall determine the basis of prorating the assessments and that determination shall be binding. No taxes, assessments, fees or charges referred to in this ARTICLE 13 shall be considered Property Taxes under ARTICLE 7. Tenant's obligation to perform the provisions of this ARTICLE 13 shall survive the Expiration Date or the earlier termination of this Lease.

ARTICLE 14 - Liens

Tenant shall not permit a lien or claim to attach to the Leased Premises and shall promptly cause the lien or claim to be released. If Tenant contests the lien or claim, Tenant shall indemnify Landlord and, if requested, deposit with Landlord a cash or surety bond in a form and with a company satisfactory to Landlord in an amount equal to twice the amount of the contested lien or claim. If Tenant shall fail to cause a lien to be discharged or bonded, within 10 days after being notified of the filing of the lien, in addition to any other right or remedy, Landlord may discharge the lien by paying the amount claimed to be due. The amount paid by Landlord, together with interest at the Interest Rate and all costs and expenses, including reasonable attorneys' fees incurred by Landlord, shall be due and payable by Tenant to Landlord as additional rental on the 1st day of the next following month. Tenant shall immediately give Landlord written notice of the recording of a lien against the Leased Premises or the Shopping Center arising out of work done by or at the direction of Tenant.

ARTICLE 15 - Laws and Ordinances

(a) Tenant shall comply with all laws, ordinances, codes, orders and regulations affecting the construction, use, occupancy, alteration, cleanliness, safety and operation of the Leased Premises, which are in force now or later. Tenant shall comply with the regulations, requirements and recommendations of any insurance underwriter, inspection bureau or similar agency. Tenant shall notify Landlord if Tenant has received notice of, or has knowledge of any condition or occurrence that might result in liability to Landlord. Tenant shall give Landlord, upon Landlord's request, information regarding the environmental condition of the Leased Premises so Landlord can determine if Landlord must comply with any rule, regulation, order, act, law or statute pertaining to the environmental condition of the Leased Premises or the Shopping Center, and for Landlord to accurately complete a form or otherwise provide information required under any rule, regulation, order, act, law or statute. Tenant shall permit Landlord to comply with those recommendations and requirements. In addition, Tenant agrees to comply, to the extent that the same may be applicable to the Leased Premises and as same may be amended from time to time, with the standards and requirements of the Williams-Steiger Act (PL91-596), known as the "Occupational Safety and Health Act of 1970," notwithstanding the fact that Tenant may otherwise be exempted from the provisions of said Act, and the Americans with Disabilities Act of 1990.

(b) Tenant shall not: (i) permit an immoral practice in the Leased Premises; (ii) use or allow the Leased Premises to be used or occupied in a manner that might invalidate or increase the rate of or make inoperative an insurance policy carried on the Leased Premises or on property, buildings or improvements in the Shopping Center; (iii) keep, use or permit in the Leased Premises inflammable fluids or explosives without the prior written permission of Landlord, or engage in hazardous activities; (iv) use the Leased Premises for a purpose which might create a nuisance or injure the reputation of the Leased Premises or the Shopping Center; (v) deface or injure the Leased Premises or any portion of the Shopping Center; (vi) overload the floors; (vii) commit or suffer waste; (viii) install electrical equipment that overloads lines; or (ix) conduct any sampling, testing, or drilling to locate any Hazardous Material without Landlord's prior written approval. Tenant shall, upon demand, reimburse Landlord for extra premiums caused by Tenant's use or occupancy of the Leased Premises, whether or not Landlord has consented to the use and occupancy. A schedule issued by the organization making the insurance rates on the Leased Premises, showing the components of the rates, shall be conclusive evidence of the items and charges which make up the hazard and other insurance rates on the Leased Premises. Tenant shall, at Tenant's expense, make from time to time whatever changes are necessary to comply with the requirements of the insurance inspectors, underwriters and governmental authorities in connection with electrical and fire prevention systems and equipment.

(c) Tenant shall not have a claim against Landlord, and Landlord shall not be liable for damages, demands, expenses, fees, fines, penalties, suits, proceedings, claims, actions and causes of action arising out of or in any way connected with Tenant's use or occupancy of the Leased Premises, if the use or occupancy is prohibited or substantially impaired by any law, ordinance, regulation or by legal, governmental or other public authority.

(d) Tenant shall not cause or permit any Hazardous Material (defined below) to be brought upon, transported through, stored, kept, used, discharged or disposed in or about the Leased Premises or the Shopping Center (collectively "Property") by Tenant, its agents, employees or contractors. Tenant shall notify Landlord immediately of the presence of or disposal of Hazardous Material on or near the Leased Premises, and of any notice by a party alleging the presence of Hazardous Material on or near the Leased Premises. However, Hazardous Materials brought upon, transported, used, kept or stored in or about the Property which is necessary for Tenant to operate its business for the use permitted under Reference Provision 1.03 of this Lease shall be brought upon, transported, used, kept and stored only in the quantities necessary for the usual and customary operation of Tenant's business and in a manner that complies with: (i) all laws, rules, regulations, ordinances, codes or any other governmental restriction or requirement of all federal, state and local governmental authorities having jurisdiction and regulating the Hazardous Material; (ii) permits (which Tenant shall obtain prior to bringing the Hazardous Material in, on or about the Property) issued for the Hazardous Material; and (iii) all producers' and manufacturers' instructions and recommendations, to the extent they are stricter than laws, rules, regulations, ordinances, codes or permits. If Tenant, its agents, employees or contractors, in any way breaches the obligations in the preceding sentence; or if the presence of Hazardous Material on the Property caused or permitted by Tenant results in the release or threatened release of Hazardous Material on, from or under the Property; or if the presence on, from or under the Property of Hazardous Material otherwise arises out of the operation of Tenant's business then, without limitation of any other rights or remedies available to Landlord under this Lease or at law or in equity, Tenant shall indemnify, defend, protect and hold harmless Landlord (and Landlord's parents, subsidiaries, affiliates, employees, partners, agents, mortgagees or successors to Landlord's interest in the Leased Premises) (collectively "Indemnity") from any and all claims, sums paid in settlement of claims, judgments, damages, clean-up costs, penalties, fines, costs, liabilities, losses or expenses (including, without limitation, attorneys', consultants' and experts' fees and any fees by Landlord to enforce the Indemnity) which arise during or after the Term as a result of Tenant's breach of the obligations or the release or contamination of the Property, including, without limitation: diminution in value of the Property; damages for the loss of, or the restriction on the use of, rentable or usable space or any amenity of the Property; damages arising from any adverse impact on the sale or lease of the Property; and damage and diminution in value to the Property or other properties, whether owned by Landlord or by 3rd parties. This Indemnity includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on, under or originating from the Property. Without limiting the foregoing, if the presence of Hazardous Material on the Property caused or permitted by Tenant results in the contamination, release or threatened release of Hazardous Material on, from or under the Property or other properties, Tenant shall promptly take all actions at its sole cost and expense which are necessary to return the Property and other properties to the condition existing prior to the introduction of the Hazardous Material; provided that Landlord's written approval of the actions shall be obtained first (which approval shall not be unreasonably

withheld) and so long as such actions do not have or would not potentially have any material, adverse long-term or short-term effect on Landlord or on the Property or other properties. This Indemnity shall survive the Expiration Date or earlier termination of this Lease and shall survive any transfer of Landlord's interest in the Property. "Hazardous Material" means any hazardous, radioactive or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes (whether or not mixed, commingled or otherwise combined with other substances, materials or wastes) listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) a petroleum product, crude oil or any faction thereof, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251, et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601), as all of the foregoing may be amended from time to time.

ARTICLE 16 – Environmental Services

(a) Tenant shall pay for all utilities used in the Leased Premises during the Term. Tenant shall, if required by Landlord or applicable code, provide and pay for its own meters for heat, air conditioning, water, gas, electricity and all other utilities, and shall pay all water and sewage charges (and all other charges for utilities used in the Leased Premises), rentals and taxes imposed by governmental authority or otherwise. Landlord may at its election provide Tenant with or designate a third party provider to provide Tenant with any or all of the utilities used in the Leased Premises. If Landlord or its designee provides Tenant with the utilities used in the Leased Premises, Tenant shall purchase such utilities from Landlord or its designee and may not purchase such utilities from any other source. Landlord agrees, however, that the charge to Tenant for utilities furnished by Landlord shall not exceed that which Tenant would be required to pay for if Tenant purchased such utilities, with a comparable level and quality of service and equipment, directly from the local public utility company, but not less than Landlord's cost to provide such utilities.

(b) Heating, ventilation and air conditioning for the Leased Premises will be in accordance with the EXHIBITS.

(c) Tenant shall be responsible for completing the installation of the heating, ventilation and air conditioning system within the Leased Premises, as provided for in the EXHIBITS. Tenant, at Tenant's expense, shall maintain the heating, ventilation and air conditioning equipment which exclusively serve or are within the Leased Premises. Tenant shall use best efforts to conserve energy in the operation of its heating, ventilation and air conditioning. Tenant shall upon request by Landlord supply Landlord with evidence satisfactory to Landlord that Tenant is fulfilling Tenant's obligations under ARTICLE 16 of the Lease to maintain the heating, ventilation and air conditioning equipment within the Leased Premises.

(d) Landlord has, at its cost and expense, preinstalled a potable water distribution system and a sewer system which will provide water and sewer service to the Leased Premises in accordance with the EXHIBITS. Tenant, at Tenant's expense, shall be responsible for completing the installation of the water and sewer systems within the Leased Premises in accordance with the EXHIBITS.

(e) If Tenant shall require natural gas for the normal operation of Tenant's business, such utility service shall be available in accordance with the EXHIBITS. All natural gas service shall be arranged by the Tenant and all such work shall be done in accordance with the EXHIBITS.

(f) In addition to the Minimum Annual Rental, Tenant shall pay, as additional rental, in advance on the first day of the month during the Term (prorated for any fractional month), without deduction set-off of any kind, a charge to Landlord for any services furnished by Landlord to the Leased Premises under this Article 16 (the "Environmental Charge"). In the event of any dispute, Tenant shall pay the bill for all such utility furnished to the Leased Premises in accordance with Landlord's billing, and such payment shall not prejudice Tenant's position. The Environmental Charge shall be adjusted from time to time by Landlord's engineer, shall be initially based on a typical store layout that is comparable to Tenant's utility usage and shall be subject to adjustment by Landlord from time to time. If Tenant fails to make any applicable payment of the Environmental Charge to Landlord within ten (10) days from the date such payment is due, or upon failure of Tenant to pay any other sums of rental or other charges due under the provisions of this Lease in full, Landlord may, without limitation, cut off and discontinue any such utilities furnished by Landlord to the Leased Premises, without any liability to Landlord.

(g) If Landlord or Landlord's third party designee is furnishing utilities to Tenant during the Term, Landlord or such designee may cease furnishing any of such utilities without responsibility to Tenant except to connect or cause to be connected to the service facilities another available source of supply. Notwithstanding anything contained in this Lease to the contrary, Landlord or such designee shall not be responsible or liable for damages or injuries sustained by Tenant or those claiming by, through or under Tenant, because of the interruption, discontinuance, quality or quantity of any utility used in or for the Leased Premises, (whether or not supplied by Landlord or such designee, and regardless of the reason or cause of the interruption or discontinuance). Tenant shall not be relieved from the performance of its obligations if an interruption or discontinuance occurs. Landlord may take any energy

management measures it deems necessary for energy conservation including, but not limited to, control of all Tenant's energy consumption.

(h) Landlord shall keep in good order and repair and shall maintain the telephone raceway and interface wiring system and shall make any necessary repairs to or replacements of such telephone raceway and/or interface wiring system (except that Landlord's obligation shall not include repair or replacement of service extensions, wiring or other telephone systems exclusively servicing the Leased Premises and that Tenant shall reimburse Landlord for any and all repairs thereto necessitated by any acts, omissions to act or negligence of Tenant or Tenant's agents, employees and contractors

(i) Tenant agrees that garbage and refuse shall be kept in an adequate container so as not to be visible to the public, within the Leased Premises, for collection at reasonable times specified by Landlord and at Tenant's cost. In lieu and instead of the foregoing provisions of this subsection (i), Landlord, or a contractor selected by the Landlord, at its option, may purchase or lease a garbage compactor for the use of tenants and occupants of the Shopping Center. If Landlord, or a contractor selected by the Landlord, purchases or leases said garbage compactor for the use of tenants in the Shopping Center, then Tenant agrees to use the same for the disposal of its garbage and refuse to the exclusion of all other garbage collection companies. Tenants shall pay monthly, in advance, the charges therefor, based upon Landlord's, or a contractor selected by Landlord, reasonable estimate of the amount of the refuse and garbage generated and the frequency of use by Tenant. Tenant shall cause its garbage and refuse to be taken to such garbage compactor within the Shopping Center; and it is understood and agreed that Tenant's monthly charge as aforementioned will not include pick-up service. The aforementioned monthly charge as estimated by Landlord, or a contractor selected by Landlord, shall be adjusted from time to time based upon the garbage generated by Tenant and/or changes in rates for refuse collection. Tenant shall store soiled or dirty linen in approved fire rating organization metal containers with self-closing fusible link covers. In addition to the foregoing, Landlord may cause the removal of all debris, rubbish, material and equipment during the construction of Tenant's store and/or during the time preceding the initial opening date of the Shopping Center, and charge the cost thereof to Tenant as provided in the EXHIBITS. Tenant shall pay Landlord such charge within 10 days of billing.

(j) During the Term, Landlord shall keep in good order and repair and shall maintain the sprinkler system in the Leased Premises, including checking, testing and servicing thereof, and shall make any necessary repairs to or replacements of such sprinkler system except that Tenant shall pay any and all charges billed by Landlord in connection with all repairs and replacements thereto necessitated by any acts, omissions to act or negligence of Tenant or Tenant's agents, employees and contractors. All modifications to such sprinkler system that Tenant may desire shall be performed as provided in the Exhibits. Should the utility company furnishing water to the Shopping Center levy, assess or impose upon Landlord a sprinkler system backup charge, then Tenant shall pay to Landlord its proportionate share thereof, which shall be in an amount equal to the product obtained by multiplying said charge by a fraction, the numerator of which shall be the gross leasable area of the Leased Premises and the denominator of which shall be the gross leasable area in the Shopping Center served by such sprinkler system determined as of the date such charge is billed to Tenant; and shall be paid by Tenant within 10 days after billing by Landlord.

ARTICLE 17 - Joint Use Areas and Operating Expenses

(a) The "Joint Use Areas" shall consist of all parking areas, parking facilities, approaches, streets, sidewalks, malls, driveways, loading platforms, canopies, elevators, escalators, ramps, storm drainage facilities, exits, entrances, sprinkler mains, landscaped areas, comfort stations, light facilities, computer facilities, cable facilities, telecommunications facilities, washrooms, lounges and shelters, utility lines, roofs, roadways and other facilities available for joint use or benefit designated by Landlord, as they may from time to time exist and be available to the tenants in the Shopping Center, their employees, officers, agents, customers, licensees and invitees.

(b) Landlord shall, subject to events beyond its reasonable control, maintain or cause to be maintained the Joint Use Areas in good order and repair. The Joint Use Areas and other facilities in and about the Shopping Center shall at all times be subject to the control and management of Landlord and other parties that Landlord may designate. Landlord shall have the right at any time to redesignate, modify, alter, close, restrict, expand, reduce and change the Joint Use Areas. Landlord shall also have the right to permit entertainment events, the placement of kiosks, carts, advertising and other displays in the Joint Use Areas, and to convert the Joint Use Areas into retail areas. The activities and uses may be temporary or permanent.

(c) (i) Operating Expenses shall consist of all expenditures relating to operating, managing, equipping, policing, protecting, lighting, repairing, cleaning, replacing and maintaining the Joint Use Areas in the same or improved condition as when originally installed, including any rental and lease payments paid for machinery and equipment used in the maintenance of the Joint Use Areas and the personnel costs to implement those services, compliance with statutes, laws, codes, rules and regulations, even if applicable after the Effective Date; maintaining parking spaces for employees, customers and other parties; music; maintenance of the roof; removal of snow, ice, rubbish, dirt and debris; garbage collection service; planting, replanting and replacing flowers and landscaping; costs and expenses of utilities including, but not limited to, maintaining lighting facilities and storm drainage and detention systems (whether on or off the Shopping Center); sewage treatment plant; domestic water wells, pumps, and similar facilities and equipment; heating and cooling the enclosed portion of the Shopping Center; pest extermination; the alarm service charge if a supervised fire sprinkler alarm system is installed; premiums for liability, property, damage, fire and rental interruption insurance (if carried by Landlord); the cost of the personnel reasonably required to implement all of the foregoing, including the policing of the Joint Use Areas and the directing of traffic and parking of automobiles on the parking area; insurance aggregate allocations and losses borne

by Landlord as a result of deductibles or self-insured retention limits carried by Landlord under an insurance policy or self insurance by Landlord; costs of adjusting an insured casualty; wages; unemployment, social security and personal property taxes; all other expenditures made for the use or benefit of the Joint Use Areas; direct or indirect costs of advertising, marketing and promotion of the Shopping Center as set forth in Article 37, including the cost of marketing and customer service personnel,; and maintenance of the sprinkler grid in tenant spaces of the Shopping Center.

(ii) **Tenant shall bear no responsibility or liability for any costs, expenses or charges relating to Operating Expenses except for the payment of Minimum Annual Rental as set forth in Reference Provision 1.07.** ~~Effective upon the Rental Commencement Date, Tenant shall pay, without deduction or set-off of any kind, the Operating Expenses Payment, which for the calendar year stated in Reference Provision 1.22 shall be the amount specified in Reference Provision 1.22. Tenant's Operating Expenses Payment shall increase on the 1st day of each subsequent calendar year by *%. As Tenant's obligation to pay the Operating Expenses Payment is predetermined and not subject to adjustment except as expressly provided herein,~~ Tenant shall have no express or implied right to examine, inspect or audit Landlord's records pertaining to the Operating Expenses Payment. Landlord shall have the right, in its sole and absolute discretion, to allocate all or a portion of any of Tenant's payments under this Lease including, but without limitation, Minimum Annual Rental ~~and Operating Expenses Payment~~, toward Operating Expenses.

ARTICLE 18 - Damage to Leased Premises

If the Leased Premises are damaged, destroyed or rendered partially untenantable by fire or other insured casualty, Landlord shall promptly repair and restore the Leased Premises in accordance with Landlord's Work. From the date of the fire or casualty until the Leased Premises are repaired and restored, Minimum Annual Rental and additional rental, ~~except for any additional rental due under ARTICLE 7~~, shall abate in the proportion that the part of the Leased Premises destroyed or rendered untenantable bears to the total Leased Premises. Landlord shall not be required to repair or restore the Leased Premises or any part of the Shopping Center as the result of an uninsured casualty. If 50% or more of either the Leased Premises or the Shopping Center is destroyed or rendered untenantable by fire or other casualty during the last 3 years of the Term (based upon the replacement cost compared with the market value of the improvements immediately prior to the fire or other casualty as shown by the certificate of Landlord's architect), either party shall have the right to terminate this Lease. The termination shall be effective on the date of casualty by Landlord or Tenant giving the other, within 90 days after the casualty, written notice of termination. If the notice is given within the 90 day period, this Lease shall terminate and Minimum Annual Rental and additional rental shall abate from the date of the casualty. Landlord shall promptly repay Tenant any rental paid in advance which had not been earned at the date of the casualty. If the notice is not given and Landlord is required or elects to repair or rebuild the Leased Premises, Tenant shall repair and replace its merchandise, signs, goods, trade fixtures, furnishings, equipment, furniture and other personal property to a condition at least equal to its condition prior to its damage or destruction and, if Tenant has closed, Tenant shall promptly reopen for business. Landlord shall not be required to expend more for repair or restoration of the Leased Premises or the Shopping Center than the amount of insurance proceeds paid Landlord (or, if Landlord is self-insured, the amount of insurance proceeds which would have been paid Landlord if Landlord was not self-insured). Except as expressly provided to the contrary, this Lease shall not terminate nor shall there be an abatement of Minimum Annual Rental or additional rental as the result of a fire or other casualty.

ARTICLE 19 - Insurance

(a) Landlord agrees to carry, or cause to be carried, the following insurance coverages and types:

(i) Workers' Compensation Insurance in statutory amounts;

(ii) Employer's Liability Insurance in the amount of $1,000,000 per person for each accident, or disease;

(iii) Commercial General Liability Insurance on the Joint Use Areas providing coverage of not less than $1,000,000 per occurrence, with a $2,000,000 aggregate.

(iv) Commercial Property Insurance including special form perils endorsement insuring Landlord's property in the Shopping Center for the full replacement value. This insurance will exclude Tenant's Work and Tenant's merchandise, signs, goods, trade fixtures, furnishings, equipment, furniture and other personal property).

(v) Landlord will have the right to carry or cause to be carried additional types of insurance in whatever limits Landlord chooses, including coverage under blanket insurance policies which may be allocated by Landlord among the properties owned or managed by Landlord which in Landlord's opinion Landlord deems appropriate.

(b) Tenant agrees to carry the following insurance coverages and types:

(i) Workers' Compensation Insurance in statutory amounts;

(ii) Employer's Liability Insurance in the amount of $1,000,000 per person for each accident, or disease;

(iii) Commercial General Liability Insurance including products and completed operations coverages of not less than $1,000,000 per occurrence, with a $2,000,000 per location aggregate (for Shopping Centers in the states of New York, Texas and California these limits shall be $3,000,000 per occurrence with a $5,000,000 per location aggregate). The fire legal liability limit shall be not less than $1,000,000. This policy shall include Contractual Liability coverage. This policy shall also include an Additional Insured Endorsement containing the names of the Additional Insureds identified below. The policy must have a Waiver of Subrogation endorsement in favor of all Additional Insureds. Any deductible/self-insured retention in excess of $5,000 per occurrence requires Landlord's written consent.

(iv) Commercial Property Insurance including special form perils endorsement insuring Tenant's property, including plate glass, in the Shopping Center for the full replacement value, without deduction for depreciation. This policy shall have an Agreed Value Endorsement. This insurance must include all of Tenant's work, improvements and betterments, Tenant's inventory, merchandise, signs, goods, trade fixtures, furnishings, equipment, furniture, wall coverings, floor coverings, and other personal property). Tenant shall insure for loss from flood, including coverage for water damage from all causes including but not limited to sprinkler damage, sewer discharge or backup, water line breakage, and overflow from other tenant's spaces or from the Joint Use Areas. Where available, Tenant shall insure for earthquake. Landlord shall be named as a loss payee with respect to the coverage for Tenant's betterments and improvements. The policy must have a Waiver of Subrogation endorsement in favor of all Additional Insureds. The deductible/self-insured retention shall not exceed $5,000 per occurrence without Landlord's written consent.

(v) Loss of Business Income Insurance, including Extra Expense and Contingent Business income coverage. The insurance limits for this insurance shall be based upon a minimum of 12 months business income with a 60-day extended period of indemnity endorsement.

(vi) Boiler and Machinery insurance, including mechanical breakdown, covering rooftop HVAC units and any separate heating units or boilers which serve only the Leased Premises. Such coverage shall be for the full replacement value of the units without deduction for depreciation.

(vii) If in Landlord's reasonable judgment there is a need for additional or different types of insurance, Tenant shall obtain upon Landlord's request the insurance at Tenant's sole expense.

(viii) Automobile liability coverage, including owned, non-owned and hired automobiles (to the extent used in the conduct of Tenant's business), with limits of not less than $1,000,000 combined single limit for bodily injury and property damage.

(ix) If Tenant sells or serves alcoholic beverages, Tenant shall obtain and maintain, at all times during the Term, Liquor Liability Insurance with policy limits of not less than $2,000,000.00 per occurrence, naming Landlord and such additional parties as listed in (e) below as Additional Insureds. If Tenant fails to obtain or to continue this coverage, Tenant shall immediately discontinue selling and serving alcoholic beverages from the Leased Premises.

(x) If Tenant performs professional services on the Leased Premises Tenant shall obtain and maintain, at all times during the Term, Professional Liability insurance appropriate to the service provider's profession, with policy limits of not less than $1,000,000 per occurrence or loss. This insurance shall not exclude coverage for bodily injury.

(c) All policies of insurance (including policies of Tenant's contractors and subcontractors) shall contain a Waiver of Subrogation Endorsement in favor of all Additional Insureds. If Tenant is permitted to self-insure for any of the insurance coverages required to be provided, Tenant hereby waives against Landlord, its parents, partners, joint venturers, subsidiaries and affiliates, against the property manager, and against the Additional Insureds if not listed below, all claims, including any and all rights of subrogation which may exist, for all losses and damages no matter how caused, which were or could have been insured for under any policy of insurance required to be obtained by Tenant. This waiver of liability and waiver of subrogation expressly includes any cause of loss due to the sole or concurrent negligence of any Additional Insured. If Tenant shall, for any reason, fail to obtain from its insurance carrier(s) the required Waiver of Subrogation Endorsement, the Tenant shall fully and completely defend and indemnify the Landlord and all Additional Insureds from any claims and demands, including lawsuits, brought against Landlord and/or the Additional Insureds by any insurance company which insured Tenant for a paid loss and which seeks to recover amounts paid under Tenant's policy.

(d) Tenant shall, upon request of Landlord, provide a Certificate of Insurance to Landlord evidencing all of the required coverages and Endorsements. The Certificate of Insurance must remain current (or be replaced with a current Certificate) at all times during the period of Tenant's tenancy. All policies of insurance must be written by insurance carriers licensed to do business in the state in which the Shopping Center is located and have an A.M.

Best's rating of not less than A:VII. All Tenant's liability policies shall be endorsed to be primary and non-contributory to policies of the Landlord and the Additional Insureds, and shall contain either a cross-liability endorsement or separation of insureds provision which permits the limits of liability under Tenant's policies to apply separately to each Additional Insured. Tenant shall promptly give the certificate holder written notice in advance of any cancellation, lapse, reduction in amount of coverage or any other adverse change to the policy or insurer.

(e) The Additional Insureds who shall be named on Tenant's policies shall include the Landlord, Brookfield Property REIT Inc., Brookfield Properties Retail Inc., BPR REIT Services LLC, and such other entities provided by Shopping Center Management, any owner or occupant in or adjoining the Shopping Center (including anchors), any joint venturer or partner of Landlord, and any mortgagee or beneficiary of any part of the Shopping Center.

ARTICLE 20 - Indemnification

Excluding the willful misconduct of the indemnitee, Tenant shall indemnify, defend and save harmless Landlord, its parents, partners, subsidiaries, affiliates and any anchor, owner or operator which is or may be in the Shopping Center, their agents, officers and employees from and against liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action arising out of or connected with Tenant's use, occupancy, management or control of the Leased Premises or Tenant's operations or activities in the Shopping Center (whether or not occurring or resulting in damage or injury within the Leased Premises or the Joint Use Areas). This obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs, expense and liabilities from the 1st notice that any claim or demand is or may be made. Tenant's obligation shall become effective beginning on the date Tenant is delivered the Leased Premises. Tenant's indemnification obligation shall survive the expiration of the Term or the earlier termination of this Lease.

ARTICLE 21 - Assignment, Subletting and Ownership

(a) Tenant acknowledges that its agreement to operate in the Leased Premises for the use permitted in the Reference Provisions for the Term was a primary inducement and precondition to Landlord's agreement to lease the Leased Premises to Tenant. Additionally, the parties agree that the successful commercial profitability of the Shopping Center is based on the appropriate mix of retail and nonretail activity and that Landlord has leased the Leased Premises to Tenant because, in Landlord's opinion, Tenant's presence and commercial activity during the Term will significantly contribute to the profitability, viability and success of the Shopping Center. Accordingly, Tenant shall not transfer, assign, sublet, enter into license or concession agreements, change ownership or hypothecate this Lease or Tenant's interest in and to the Leased Premises in whole or in part, or otherwise permit occupancy of all or any part of the Leased Premises by anyone with, through or under it Any of these acts shall be considered a "transfer" for the purposes of ARTICLE 21. Any attempt at a transfer shall be null and void and confer no rights upon a 3rd person. These prohibitions shall be construed to refer to events occurring by operation of law, legal process, receivership, bankruptcy or otherwise. Notwithstanding any permitted transfer, the Leased Premises shall be used and operated as a single store.

Notwithstanding anything to the contrary contained herein, Tenant shall have the right, without Landlord's prior consent, to assign this Lease to: (1) Tenant's parent; or (2) a bona fide wholly-owned or majority owned subsidiary of Tenant; (3) any entity with which Tenant is merged or consolidated; (4) a purchaser of all or substantially all of Tenant's assets; or (5) a purchaser of all or substantially all of Tenant's stock; provided that;

(i) such proposed assignee shall have a net worth equal to or greater than Tenant as of the time of the making of this Lease or the time of the assignment, whichever is greater; and

(ii) Tenant shall give Landlord due written notice of its intent to assign this Lease and shall identify such proposed assignee; and

(iii) Such proposed assignee shall assume in writing, in form and substance acceptable to Landlord, all the obligations and liabilities of Tenant under this Lease; and

(iv) Tenant shall remain liable for all of its terms, covenants, conditions, obligations and liabilities under this Lease; and

(v) Tenant is not in default of this Lease; and

(vi) The Leased Premises are at all times operated under the Trade Name and only for the Permitted Use; and the business in the Leased Premises shall be substantially unaffected by the assignment; and

(vii) The new tenant will operate at least 80% of Tenant's stores in the United States;

and, with respect to a transfer pursuant to subparagraph (3) through (5) above only, provided further that:

(viii) such proposed assignee's character and reputation shall be satisfactory in Landlord's judgment; and

(ix) such proposed assignee (or the entity operating the Leased Premises) shall have prior retail experience in the use as defined in 1.03; and

(x) Landlord shall not have had previous business with such proposed assignee that resulted in any defaults, by such proposed assignee.

In no event shall such proposed assignee be permitted to transfer, assign, sublet, enter into license or concession agreements, change ownership or hypothecate this Lease or its interest in and to the Leased Premises in whole or in part, or otherwise permit occupancy of all or any part thereof by anyone with, through, or under it, without first procuring the written consent of Landlord.

Notwithstanding the foregoing, and without conferring any rights upon Tenant, Tenant shall submit the request for a transfer, in writing, with sufficient time and information for Landlord to make an informed decision regarding the qualifications of the proposed transferee. In any event, Landlord may upon receipt of a request to transfer, instead of consenting to or denying the proposed transfer, terminate Tenant's obligations under the Lease and regain possession of the Leased Premises. Tenant may, within 15 days of receipt of the notice of termination, withdraw its request for the transfer by written notice to Landlord, and continue in possession under the terms of the Lease. Landlord's right to terminate the Lease because of that request shall in that event be inoperable. If Landlord exercises its termination right, Tenant shall surrender possession of the Leased Premises on the termination date specified in Landlord's notice, which shall not be less than 90 nor more than 180 days of receipt of the notice of termination in accordance with the provisions of this Lease.

(b) Landlord's consent to a transfer shall not constitute a waiver of Landlord's right not to consent to a subsequent transfer. The receipt of rental or additional rental from any party other than Tenant shall not be deemed to be a consent to a transfer, nor shall that receipt relieve Tenant of its obligation to pay rental or additional rental for the Term. Tenant shall not have a claim and waives the right to any claim against Landlord for damages because of the refusal, withholding or delaying by Landlord of consent. Tenant's only remedies shall be an action for specific performance or an injunction to enforce a consent requirement.

(c) Each transfer to which Landlord has consented shall be in writing, in a form satisfactory to Landlord and executed by the transferor and transferee. The transferee shall agree, in writing, to assume, be bound by and perform the covenants and conditions of this Lease. Tenant shall deliver to Landlord a statement within 30 days after the end of each calendar year, and within 30 days after the expiration or earlier termination of the Term, specifying each transfer in effect during the period covered by the statement, as well as: (a) the date of the transfer document's execution and delivery; (b) the square footage of the rentable area demised and the term; and (c) a computation in reasonable detail showing the amounts, if any, paid and payable by Tenant to Landlord for the transfer pursuant to this subsection. Tenant shall not be released from liability or relieved of its obligations, unless Landlord expressly agrees otherwise in writing. If the Minimum Annual Rental, Percentage Rental, additional rental or other payment to be paid to Tenant from a transfer exceeds the rental and additional rental Tenant is required to pay Landlord under this Lease, then Tenant shall pay to Landlord the entire amount of the excess, without prior demand, which shall be deemed additional rental.

(d) If Tenant (or a guarantor of the Lease) is a nonpublic corporation and the control of the corporation changes, Tenant shall notify Landlord. If the control changes (whether or not Tenant has notified Landlord), Landlord may declare the change to be a default, effective 60 days from the date of the notice from Tenant, or the date on which Landlord first has knowledge of the change, whichever occurs first. The provisions of the preceding sentence shall not be applicable if control of the corporation changes as the result of a public offering which occurs on a major security exchange. If Tenant (or a guarantor of the Lease) is a partnership or entity other than a corporation (including, but not limited to, a sole proprietorship) and if the control changes (if Tenant is a partnership, a change shall include, but not be limited to, the withdrawal of a partner or partners from the partnership or the dissolution of the partnership), Tenant shall notify Landlord. If the control changes (whether or not Tenant has notified Landlord), Landlord may declare the change a default, effective 60 days from the date of the notice from Tenant, or the date on which Landlord first has knowledge of the change, whichever occurs first. The receipt by Landlord of rental from a party other than Tenant shall not be deemed notice of change in control or ownership of Tenant.

(e) Tenant agrees to pay Landlord $400 plus one month's installment of Minimum Annual Rental to reimburse Landlord for attorneys' fees and administrative expense for the review, processing or preparation of any document in connection with a transfer, whether or not Landlord's consent to the transfer is required or obtained.

(f) If Landlord is not permitted to terminate this Lease because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code"), Tenant agrees, as a debtor in possession or any trustee for Tenant, within 15 days after Landlord's request to the Bankruptcy Court, to assume or reject this Lease. Tenant, on behalf of itself and any trustee, agrees not to seek or request an extension or adjournment of the application to assume or reject this Lease. In no event after the assumption of this Lease shall an existing default remain uncured for a period more than the earlier of 10 days or the time period specified in this Lease. If a filing of a petition under the Bankruptcy Code occurs, Landlord shall not have an obligation to provide Tenant with services or utilities unless Tenant has paid and is current in all payments of rental and additional rental.

(g) If Tenant receives Landlord's consent to a transfer under ARTICLE 21(a), and if Landlord does not terminate the Lease under ARTICLE 21(d), the Minimum Annual Rental payable to Landlord shall not be less than the highest annual combined Minimum Annual Rental and Percentage Rental payable by Tenant during any previous year.

All of the other obligations, covenants and conditions shall remain unamended.

ARTICLE 22 - Access to Leased Premises

Tenant agrees that Landlord, its agents, employees, servants or any person authorized by Landlord, may enter the Leased Premises **with prior notice, except in an emergency or perceived emergency in which no notice need to given** to: (a) inspect its condition; (b) make repairs, additions or improvements to any part of the Shopping Center, including the Leased Premises; (c) exhibit the Leased Premises to prospective purchasers of the Shopping Center; (d) place notices during the last 60 days of the Term in the Leased Premises at such places as may be determined by Landlord; (e) perform construction on or near the Leased Premises; and (f) post notices of non-responsibility. **During any entry into the Leased Premises, Landlord shall use commercially reasonable efforts to minimize interference with Tenant's business operations.**

ARTICLE 23 - Default by Tenant

(a) The following shall be a default by Tenant:

(i) The failure to pay when due an installment of rental, or any other payment required to be made in whole or in part, if the failure shall continue for more than 10 days after written notice that same is past due, provided that any such notice given by Landlord shall be in lieu of, and not in addition to, any notice required by state law; and/or

(ii) The abandonment or vacation of the Leased Premises or any part of it; and/or

(iii) The failure to observe or perform any other provision of this Lease, if the failure continues for 10 days after written notice to Tenant; if the default cannot reasonably be cured within 10 days, Tenant shall not be in default if Tenant begins to cure the default within 10 days and diligently cures the default; and/or

(iv) The making by Tenant of a general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless a petition filed against Tenant is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease if possession is not restored to Tenant within 30 days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises, or of Tenant's interest in this Lease, if the seizure is not discharged within 30 days; and/or

(v) The failure more than twice within a 12 month period to make any payment of rental, provided Landlord has given Tenant the required written notices in each case. The 3rd failure shall be a non-curable default.

(b) In addition to any other remedies available to Landlord at law or in equity for default, Landlord shall have the immediate option to terminate this Lease and the rights of Tenant by written notice to Tenant. If Landlord elects to terminate, Landlord shall have the right to recover from Tenant as damages:

(i) The worth at the time of the award of any unpaid rental which has been earned at the time of termination; and

(ii) The worth at the time of the award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of rental loss Tenant proves could have been reasonably avoided; and

(iii) The worth at the time of award of the amount by which the unpaid rental for the balance of the Term after the time of award exceeds the amount of rental loss Tenant proves could be reasonably avoided; and

(iv) Any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations (including the costs and expenses of recovering the Leased Premises and reasonable attorneys' fees) or which would be likely to result from Tenant's failure; and

(v) At Landlord's election, other amounts permitted by applicable law.

(c) The word "rental" shall mean the Minimum Annual Rental and all other sums required to be paid by Tenant under this Lease. The word "award" means a judgment issued or rendered in favor of Landlord in a proceeding or action to recover damages from Tenant. The phrase "at the time of the award" means the date of entry of such a judgment. All sums, other than Minimum Annual Rental, shall be computed based on the average monthly amount accruing during the 24 month period preceding the default. However, if it becomes necessary to compute the rental before the 24 month period has occurred, the rental shall be computed on the basis of the average monthly amount accruing during that shorter period. As used in paragraphs (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest at the Interest Rate. As used in paragraph (iii) above, the "worth at the time of the award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of Chicago, at the time of award, plus 1%. In order to determine the amounts payable under ARTICLE 23, Percentage Rental shall be included as additional rental and determined based on the average annual Net Sales for the 36 months (or, if Tenant has been operating in the Leased Premises less than 36 months, on the average Net Sales for the 12 month period) preceding the termination of Tenant's right to possession of the Leased Premises.

(d) Landlord shall also have the right if Tenant defaults under this Lease to terminate Tenant's right to possession of the Leased Premises (without terminating this Lease) and reenter the Leased Premises and remove all persons and property from the Leased Premises. The property may be stored at Tenant's cost. Landlord shall not be liable to Tenant for loss or damage resulting from an entry by Landlord. Tenant shall pay as additional rental, upon demand, expenses incurred or paid by Landlord because of Landlord's entry. If 2 or more or any combination of individuals, corporations, partnerships or other business associations ("Individuals") sign this Lease as Tenant or guarantee this Lease as Guarantors, the liability of each individual group to pay rental and perform the obligations under this Lease shall be joint and several. The failure or refusal by Landlord to proceed against all the (or any combination of the) Individuals comprising Tenant or against Tenant or against 1 or more of the Guarantors shall not be a release or waiver of rights which Landlord may possess against the others, nor shall the granting by Landlord of a release of or execution of a covenant not to sue any 1 or more of the (or any combination of the) Individuals comprising the Tenant or the Guarantors be a release or waiver in whole or in part of rights which Landlord may possess against the others. If either party institutes legal suit or action for enforcement of an obligation, Landlord may determine the venue. Landlord shall not be in default unless and until Landlord shall have failed to perform its obligations under this Lease for 30 days (or within such additional time as is reasonably required) after written notice to Landlord properly specifying Landlord's failure to perform the obligations. Landlord shall not be in default until and unless a court of competent jurisdiction has determined that Landlord is in default. To the extent permitted by applicable law, Tenant waives notice of reentry (or institution of legal proceedings), including the right to receive notice pursuant to any statute or judicial decision of law. Notwithstanding anything to the contrary contained in ARTICLE 23, any written notice, other than as specifically set forth in this ARTICLE 23, required by a statute or law enacted now or later is waived by Tenant, to the extent permitted under that statute or law.

(e) If all or any part of the Leased Premises are vacated or abandoned by Tenant, or if Landlord elects to reenter or take possession of the Leased Premises pursuant to legal proceedings or notice, and if Landlord does not elect to terminate this Lease, then Landlord may from time to time, without terminating this Lease, either recover rental as it becomes due or relet the Leased Premises or any part of it for any length of time, rental and conditions that Landlord in its sole discretion deems advisable. Landlord shall have the right to make alterations and repairs to the Leased Premises. If Tenant has left all or any of its trade fixtures, furniture, furnishings, signs, stock or other personal property in the Leased Premises, that shall not preclude a determination that a vacation or abandonment has occurred.

(f) If Landlord elects to relet, rental received by Landlord from reletting shall be applied: 1st, to the payment of indebtedness other than rental due Landlord from Tenant; 2nd, to the payment of the cost of reletting; 3rd, to the payment of the cost of alterations and repairs to the Leased Premises; 4th, to the payment of rental due and unpaid; and the remainder, if any, shall be applied to the payment of future rental that may become due. If the rental received from reletting during any month which is applied to the payment of rental is less than the rental payment during that month by Tenant, Tenant shall pay the deficiency to Landlord. The deficiency shall be calculated and paid monthly. Tenant shall also pay Landlord, as soon as ascertained, the costs and expenses incurred by Landlord to relet or make alterations and repairs not covered by the rental received from the reletting of the Leased Premises.

(g) A reentry or taking possession of the Leased Premises by Landlord shall not be construed to be an election to terminate this Lease, nor shall it cause a forfeiture of rental remaining to be paid during the balance of the Term, unless a written notice of that intention is given to Tenant or the termination is decreed by a court of competent jurisdiction. Notwithstanding a reletting without termination by Landlord because of default by Tenant, Landlord may at any time after reletting elect to terminate this Lease for any default.

(h) Tenant expressly waives any right or defense it may have to claim a merger, and neither the commencement of an action or proceeding nor the settlement of, or entering of judgment for any action or proceeding shall bar Landlord from bringing subsequent actions or proceedings, based upon other or subsequently accruing claims, or based upon claims or events which have previously accrued and not been resolved in any prior action, proceeding or settlement. The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other, regardless of whether such action, proceeding or counterclaim is related to a default under this Lease.

ARTICLE 24 - Surrender of Leased Premises

Tenant shall, upon expiration of the Term, or the earlier termination of this Lease, surrender to Landlord, without damage, injury, disturbance or payment, the Leased Premises including, without limitation, all apparatus, equipment, alterations, improvements and additions by either party to, in, upon or about the Leased Premises. If Tenant shall be in default, Tenant shall not have the right to remove trade fixtures, signs and other personal property. They shall remain or become, as the case may be, the property of Landlord. Tenant, at its sole expense, shall immediately repair damage to the Leased Premises caused by Tenant vacating the Leased Premises or by Tenant's removal of trade fixtures, signs and other personal property. Tenant shall comply with all laws and governmental regulations applicable to the removal and repair of the property. Tenant shall not create a disturbance or health problem for customers, agents, invitees or other parties in the Shopping Center as result of the removal or repair. Any property not removed may be deemed by Landlord to be abandoned by Tenant and may be retained by Landlord or may be removed and stored for Tenant, at Tenant's sole cost. Tenant shall surrender the Leased Premises to Landlord free of Hazardous Material and free of any violation of any environmental rule or regulation. Upon surrender of the Leased Premises, Tenant shall provide Landlord with a report by experts acceptable to Landlord showing the Leased Premises free of Hazardous Material. Tenant's obligation to observe and perform the provisions of this ARTICLE 24 shall survive the expiration of the Term or earlier termination of this Lease.

ARTICLE 25 - Tenant's Conduct of Business

(a) Tenant covenants to continuously and uninterruptedly operate within the entire Leased Premises the business it is permitted to operate under Reference Provision 1.03, except any portion of the Leased Premises while that portion is untenantable because of fire or other casualty. Tenant agrees to conduct its business at all times in a first-class manner consistent with reputable business standards and practices, and to maintain within the Leased Premises a stock of merchandise and trade fixtures adequate to service and supply the usual demands of its customers. Tenant shall keep the Leased Premises in a neat, safe, clean and orderly condition. Tenant also agrees to conduct Tenant's business under the Trade Name set forth in the Reference Provisions, which Tenant represents that it has a right to use. Tenant further agrees to keep open the Leased Premises and operate its business at the hours and on the days and evenings of the week determined from time to time by Landlord in Landlord's sole and absolute discretion. A vacation or abandonment of other premises by any other tenant, occupant or anchor in the Shopping Center shall not release Tenant from its obligations under this Lease, notwithstanding anything to the contrary contained in this Lease.

If Tenant shall request Landlord's approval to open the Leased Premises for business for periods other than as set forth above and Landlord shall approve such request (which approval shall be in Landlord's sole and absolute discretion), Tenant shall pay for any additional costs incurred by Landlord in connection with such extended hours, including but not limited to the cost of security, heating, ventilating and air-conditioning the Leased Premises and the Joint Use Areas required in order to access the Leased Premises, and any extra maintenance and/or repair to the Joint Use Areas required as a result of such extended operating period. Additionally, Tenant shall be responsible for any such extraordinary additional maintenance, security or other costs which are incurred by Landlord as a result of Tenant's use of the Leased Premises during normal operating hours.

(b) The parties agree that because of the difficulty or impossibility of determining Landlord's damages, if Tenant fails to keep open the Leased Premises and operate its business during the hours and on the days and evenings of the week determined by Landlord, in addition to and not in lieu of Landlord's other rights and remedies, Tenant shall pay Landlord liquidated damages of $150 per hour or fraction of the hour, as the case may be, that Tenant fails to keep open and operate the Leased Premises and operate its business. Landlord and Tenant agree that this amount represents a reasonable estimate of the damages that Landlord would suffer.

In the event of a remodel that has been specifically approved by Landlord, and provided Tenant is not in default under any term, condition or covenant of the Lease then, upon 30 days prior written notice to Landlord, Tenant shall have the right, one time during the Lease Term, to close the Leased Premises for a period not to exceed 30 days to remodel the Leased Premises ("Remodel Closure Period"). Such closure shall not occur during the months of October, November or December of any year. During Tenant's Remodel Closure Period, Tenant shall remain responsible for all other terms, covenants and conditions contained under this Lease, except the obligation to remain open during the Remodel Closure Period,

including, but not limited to, the payment of rent and additional charges. In addition, the right to close for a remodeling of the Leased Premises is specific to Tenant and may not be exercised by a subtenant, assignee or successor of Tenant. Tenant shall have the right to close the Leased Premises for the purpose of taking inventory on 2 days in any Lease Year provided (i) Tenant shall have given at least 10 days prior advance written notice to Landlord and (ii) such closing shall not be during peak selling periods of the Shopping Center.

ARTICLE 26 - Rules and Regulations

Tenant shall require its employees, agents and contractors to comply with the rules and regulations made by Landlord from time to time regarding the operation of the Shopping Center or the Leased Premises including, but not limited to, the following:

(a) Tenant shall not put on the glass and supports of the windows (nor within 24 inches of any window), doors or exterior walls of the Leased Premises any signs, advertising placards, names, insignias, trademarks or descriptive material. No signs or other items shall be placed within the Leased Premises if they materially obstruct a view of the Leased Premises. Tenant shall not place vents, structures, improvements or obstructions on the exterior of the Leased Premises without Landlord's written consent. Landlord shall have the right, without giving notice to Tenant and without liability, to restore the Leased Premises and remove property from the Leased Premises unless the size, type, color, location, copy, nature and display qualities of the property were approved by Landlord in writing. The cost of the restoration and removal of property shall be paid for by Tenant promptly upon receipt of a bill. Tenant shall not place a sign on the roof of the Leased Premises notwithstanding anything in this Lease to the contrary.

(b) No awning or other projections shall be attached to the outside walls of the Leased Premises or the Shopping Center without the written consent of Landlord.

(c) Loading and unloading of goods shall be done only at the times, in the areas and through the entrances designated by Landlord.

(d) Garbage shall be kept in the kind of container approved by Landlord's fire and casualty consultants and shall be removed and deposited daily in mass disposal containers in the manner prescribed from time to time by Landlord. Landlord shall provide or designate a service for collection of garbage from designated mass disposal containers.

(e) Except solely for Tenant's own internal operations use within the Leased Premises, no radio or television aerials or other receivers and/or equipment, infrared transmitters/receivers, cabling, telecommunications systems (including but not limited to switching, relay, hub or booster systems) shall be erected or placed within the Leased Premises or on the roof or walls (interior or exterior) of the Leased Premises or the Shopping Center without the written consent of Landlord, which may be withheld in Landlord's sole discretion. If Landlord's consent is not received, anything erected or placed on the roof or elsewhere within the Shopping Center may be removed, without notice, and any damage to the walls or roof or elsewhere within the Shopping Center shall be the responsibility of Tenant. Tenant's access to the roof is limited to the maintenance of equipment installed with Landlord's approval and inspections for damage. Tenant shall not go on the roof without the written approval of Landlord.

(f) No loudspeakers, televisions, phonographs, radios, flashing lights, machinery or other devices shall be heard or seen outside of the Leased Premises without the prior written consent of Landlord. Subject to Landlord's approval of Tenant's plans and specifications, Tenant may install one or more video monitors in the Leased Premises that are visible from the Joint Use Area provided the sole purpose of such video monitors is the promotion of merchandise offered for sale in the Leased Premises and not for general advertising purposes. Sound from the video monitors may not emanate into the Joint Use Area and content displayed may not be unreasonably offensive to patrons of the Shopping Center. Landlord will have the right to revoke its approval and require Tenant to remove such video monitors on 2 days' prior notice if sound or content emanating from Tenant's video monitors is offensive in Landlord's sole discretion.

(g) No auction, fire, bankruptcy or selling-out sales shall be conducted without the written consent of Landlord.

(h) Tenant shall keep its display windows and signs illuminated every day of the Term during the hours designated by Landlord.

(i) Areas immediately adjoining the Leased Premises shall be kept clear by Tenant, and Tenant shall not place nor permit obstructions, garbage, refuse, improvements, merchandise or displays in those areas.

(j) Tenant and its employees shall not park motor vehicles in parts of the parking area which may be designated for customer parking. Tenant shall furnish Landlord the state automobile license numbers assigned to the vehicles of Tenant's employees within 5 days after request by Landlord. Tenant shall notify Landlord of changes to the numbers within 5 days after the changes occur. If Tenant or Tenant's employees continue to park in the

customer parking areas, after notice is given to Tenant by Landlord, Landlord may, in addition to any other remedies Landlord may have, charge Tenant $25 per day, for each day or partial day, per vehicle parked in the customer parking areas, attach violation stickers or notices to the vehicles and have the vehicles removed at Tenant's expense.

(k) Tenant shall use the pest extermination contractor that Landlord may choose, and when Landlord requires Tenant to do so. Tenant shall not keep or permit any animals in the Leased Premises, unless expressly allowed by in this Lease, or unless used by disabled persons.

(l) If Landlord installs a central music system in the Shopping Center, and Tenant desires to purchase another music system, Tenant may, at Landlord's option, purchase the system from Landlord (provided Landlord's charge is competitive with any similar service available to Tenant).

(m) Tenant shall not carry on any trade or occupation or operate any instrument, apparatus or equipment which emits an odor or causes a noise outside the Leased Premises or which is offensive.

(n) Tenant shall not put temporary signs or fixtures (including portable trade fixtures, displays and folding tables) for the display of merchandise within 3 feet of either side of any entrance to the Leased Premises. Merchandise displays shall not extend beyond the frontage line of the Leased Premises.

(o) Tenant shall store and stock in the Leased Premises only goods, wares, merchandise and other property necessary for the conduct of Tenant's business.

(p) Tenant shall not use or permit the Leased Premises to be used for living, sleeping, residential or lodging purposes.

(q) Tenant shall not use the plumbing for a purpose other than that for which it is constructed. No grease or foreign substance shall be put in the plumbing, and the expense of any resulting breakage, stoppage or damage (whether on or off the Leased Premises) shall be borne by Tenant.

(r) Tenant shall not in the Joint Use Areas:

(i) vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter;

(ii) exhibit any sign, placard, banner, notice or other written material;

(iii) distribute any circular, booklet, handbill, placard or other material;

(iv) solicit membership in any organization, group or association or contribution;

(v) parade, patrol, picket, demonstrate or engage in conduct that might interfere with or impede the use of the Joint Use Areas by any customer, invitee or employee, create a disturbance, attract attention or harass, annoy, disparage or be detrimental to the interest of any of the other tenants;

(vi) use the Joint Use Areas for any purpose when none of the retail establishments within the Shopping Center are open for business;

(vii) panhandle, beg or solicit funds; nor

(viii) solicit business.

(s) Tenant shall have the responsibility for protecting the Leased Premises from theft, robbery and pilferage, and shall keep non-customer doors locked.

(t) No symbol, design, name, mark or insignia adopted for or used by Landlord in the Shopping Center shall be used by Tenant without the prior written consent of Landlord.

(u) In the event Tenant requires the use of telecommunication, high-speed network or data transmission services from the Leased Premises, Landlord may require Tenant to contract for such services through Landlord or one of Landlord's designated service providers, provided that the cost thereof is comparable to that available to Tenant from another provider, given a comparable level and quality of service and equipment. Landlord's liability relative to such services shall be the same as that for provision of utilities as set forth in Article 16(g).

Landlord shall have all remedies provided in this Lease for the breach of any of the provisions of ARTICLE 26. Tenant agrees to pay Landlord, upon demand, in addition to and not in lieu of Landlord's other remedies, $70 per violation of any of the rules and regulations. Landlord shall have the right to grant variances of the rules and regulations, and shall enforce the rules and regulations at its sole discretion.

ARTICLE 27 - Eminent Domain

(a) If the entire Leased Premises is appropriated or taken under eminent domain by any public or quasi-public authority, this Lease shall terminate on the date of the taking. Landlord and Tenant shall be released from liability accruing after that date. If more than 25% of the square footage of floor area (including a mezzanine, if any) of the

Leased Premises is taken under eminent domain by any public or quasi-public authority, or if because of the appropriation or taking, regardless of the amount taken, the remainder of the Leased Premises is not usable for the purposes specified in Reference Provision 1.03, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate a portion of the Leased Premises which has been taken, by giving notice to the other in writing within 60 days after the date of the taking. Landlord and Tenant shall be released from liability accruing after that date.

(b) Whether or not this Lease is terminated, Landlord shall be entitled to the entire award or compensation and any portion of any compensation awarded for the diminution in value of the leasehold interest or fee of the Leased Premises, but Tenant's right to receive compensation or damages for Tenant's fixtures and tangible personal property shall not be affected. If this Lease is terminated, rental, additional rental and other charges for the last month of Tenant's occupancy shall be prorated, and Landlord shall refund to Tenant rental, additional rental or other charges paid in advance.

(c) If Landlord and Tenant elect not to terminate this Lease, Tenant shall remain in the portion of the Leased Premises which has not been appropriated or taken. Landlord agrees, at Landlord's cost and expense, to restore the remaining portion of the Leased Premises to the quality and character that existed prior to the appropriation or taking as soon as reasonably possible. The Minimum Annual Rental shall be adjusted, on an equitable basis, taking into account the relative value of the portion taken compared to the portion remaining. A voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be an appropriation or taking under eminent domain. Tenant shall not have a claim against Landlord because of a taking.

ARTICLE 28 - Attorneys' Fees

If, during the Term or afterwards, either party institutes an action, proceeding or counterclaim against the other relating to this Lease, or a default, the unsuccessful party shall reimburse the successful party for the total amount of court costs, expenses and reasonable attorneys' fees actually incurred, the parties waiving any statute, rule of law or public policy to the contrary. The parties agree to confirm this agreement in writing at the start of the action, proceeding or counterclaim. The giving of a notice of default by Landlord shall constitute part of an action or proceeding under this Lease, entitling Landlord to reimbursement of its reasonable expenses of attorneys' fees and disbursements, even if an action or proceeding is not commenced in a court of law and whether or not the default is cured. This ARTICLE 28 shall survive the expiration or termination of this Lease.

ARTICLE 29 - Sale of Leased Premises by Landlord

In the event of the sale or exchange of the Leased Premises or the Shopping Center and the assignment of this Lease, Landlord shall be relieved of all liability for the covenants and obligations in or derived from this Lease, or arising out of any act, occurrence or omission relating to the Leased Premises or this Lease **provided that any transferee assumes Landlord's obligations under the Lease as amended or modified, and the transferee agrees not to disturb Tenant's peaceful possession and quiet enjoyment of the Leased Premises, so long as Tenant is not in default of this Lease or cures any default within the time prescribed under this Lease.** The covenants, representations and obligations of Landlord shall be binding on Landlord only during the period that Landlord has an ownership interest in the Shopping Center.

ARTICLE 30 - Notices

Notices and demands shall be given in writing and sent by certified mail or by nationally recognized overnight courier service, addressed to Landlord and to Tenant at the addresses specified in the Reference Provisions or at the addresses which were last specified by notice by Landlord or Tenant. Notices or demands shall be deemed to have been given, made or communicated on the date they were deposited in the United States mail as certified matter, with postage fully prepaid or deposited with the nationally recognized overnight courier service.

ARTICLE 31 - Remedies

All rights and remedies of Landlord and Tenant under this Lease or at law are cumulative, and the exercise of one or more rights or remedies shall not exclude or waive the right to the exercise of any others. All rights and remedies may be exercised and enforced concurrently, whenever and as often as desirable.

ARTICLE 32 - Successors and Assigns

All covenants, promises, conditions, representations and agreements shall be binding upon, apply and inure to Landlord and Tenant and their heirs, executors, administrators, successors and assigns. The provisions of ARTICLE 21 hereof shall not be affected by this ARTICLE 32.

ARTICLE 33 - Representations

Tenant agrees that Landlord, its employees and agents have made no representations, inducements or promises about the Leased Premises, the Shopping Center or this Lease, or about the characteristics or conditions regarding or pertaining to the Leased Premises or the Shopping Center, unless the representations, inducements and promises are in this Lease. Tenant has independently investigated the potential for the success of its operations in the Shopping Center. Therefore, no claim or liability, or cause for termination, shall be asserted by Tenant against Landlord, its employees and agents, for, and they shall not be liable because of, the breach of any representations, inducements or promises not expressly in this Lease.

Any claim, demand, right or defense by Tenant which is based upon or arises in connection with this Lease or the negotiation of this Lease prior to its execution shall be barred unless Tenant commences an action or interposes a legal proceeding or defense within 1 year after the date of the inaction, omission or occurrence of the event, or the action to which the claim, demand, right or defense relates.

ARTICLE 34 - Waiver

The failure by Landlord or Tenant to insist upon strict performance by the other of any of the covenants, conditions, provisions, rules and regulations and agreements in this Lease, or to exercise a right, shall not be a waiver of any rights or remedies and shall not be a waiver of a subsequent breach or default. A surrender of the Leased Premises shall not occur by Landlord's acceptance of rental or by other means unless Landlord accepts the surrender in writing. A payment by Tenant or receipt by Landlord of an amount less than the monthly rental shall not, nor shall the endorsement, statement, check, letter accompanying a check or payment of rental, be an accord and satisfaction. Landlord may accept a check or payment without prejudice to its right to recover the balance of rental due and pursue any other remedy. A waiver by Landlord for one tenant shall not constitute a waiver for another tenant.

ARTICLE 35 - Holding Over

If Tenant remains in possession of the Leased Premises after the expiration of the Term without a new lease (even if Tenant has paid and Landlord has accepted rental), Tenant shall be deemed to be occupying the Leased Premises as a tenant from month to month, subject to the covenants, conditions and agreements of this Lease. The monthly rental shall be computed based on 1/6th of the rental payable to Landlord during the last 12 month period of the Term. If Tenant fails to surrender the Leased Premises on the termination of this Lease, Tenant shall, in addition to other liabilities to Landlord, indemnify, defend and hold Landlord harmless from loss and liability resulting from that failure including, but not limited to, claims made by a succeeding tenant. The exercise of Landlord's rights shall not be interpreted to allow Tenant to continue in possession, nor shall it be deemed an election to extend the Term beyond a month-to-month basis. If Landlord, in its sole discretion, determines to permit Tenant to remain in the Leased Premises on a month-to-month basis, the month-to-month tenancy shall be terminable on 30 days prior written notice given by either party to the other party.

ARTICLE 36 - Interpretation

Only the relationship of Landlord and Tenant is created by this Lease. No provision of this Lease or act of either party shall be construed to create the relationship of principal and agent, partnership, or joint venture or enterprise.

ARTICLE 37 - Advertising and Promotional Service

As part of Operating Expenses **(provided, however, Tenant shall bear no responsibility or liability for any costs, expenses or charges relating to Operating Expenses except for the payment of Minimum Annual Rental as set forth in Reference Provision 1.07)** Landlord may furnish and maintain professional advertising, marketing and sales promotions which are intended to promote the Shopping Center and/or benefit sales therein. Such advertising and promotion services may be provided in whole or in part by a 3rd party provider or by Landlord or by an affiliate, subsidiary or other related company of Landlord. The nature and extent of such advertising and sales promotion services shall be within Landlord's sole and absolute discretion, and the portion of Minimum Annual Rental and/or Operating Expenses Payment used by Landlord for such advertising and sales promotion services as set forth in Article 17 shall constitute the entire obligation of

Tenant to contribute to the cost of such services. ~~Tenant shall pay Landlord the initial assessment specified in the Reference Provisions, for advertising and promotional activities, in a lump sum within 10 days after demand.~~

ARTICLE 38 - Quiet Enjoyment

Landlord has the right, power and authority to enter into this Lease. Tenant, or any permitted assignee or sublessee of Tenant, upon the payment of the rental and performance of Tenant's other covenants, shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the Term. This covenant shall be construed as a covenant running with the land. It shall not be construed as a personal covenant of Landlord.

ARTICLE 39 - Waiver of Redemption

Tenant waives any right of redemption if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Leased Premises because of the default of Tenant or otherwise. The rights given to Landlord are in addition to rights that may be given to Landlord by statute or otherwise.

ARTICLE 40 - Fees

Tenant warrants and represents that it has not had negotiations with or dealt with a realtor, broker or agent in connection with this Lease. Tenant agrees to pay and hold Landlord harmless from the cost, expense or liability (including the costs of suit and reasonable attorneys' fees) for compensation, commissions or charges claimed by a realtor, broker or agent regarding this Lease.

ARTICLE 41 - Tenant's Property

Except for the willful misconduct of Landlord, its agents or employees, Landlord, its agents and employees shall not be liable, and Tenant waives all claims, for damage to persons, property and Tenant's business sustained by Tenant (or anyone claiming through Tenant) located on the Leased Premises. Property kept or stored on the Leased Premises shall be kept or stored at the sole risk of Tenant, and Tenant shall indemnify, defend and hold Landlord harmless from any claims arising out of damage to the same or damage to Tenant's business, including subrogation claims by Tenant's insurance carrier.

ARTICLE 42 - Lease Status

Within 10 days of Landlord's written request, Tenant shall without charge execute, acknowledge and deliver to Landlord an instrument required under this Lease or an instrument prepared by Landlord containing the Rental Commencement Date, the Opening Date and Expiration Date of this Lease, and if true, that (a) this Lease is a true copy of the Lease between the parties, (b) there are no amendments (or stating the amendments), (c) the Lease is in full force and effect and that, to the best of Tenant's knowledge, there are no offsets, defenses or counterclaims of rental or in the performance of the other covenants and conditions to be performed by Tenant, (d) no default has been declared by either party and that Tenant has no knowledge of any facts or circumstances which it believes would constitute a default by either party and (e) any other matters reasonably requested by Landlord. Tenant shall remain liable to Landlord for damages sustained by Landlord because of the failure by Tenant to execute, acknowledge and deliver the instrument. The failure of Tenant to execute, acknowledge and deliver the instrument shall be an acknowledgment by Tenant that the statements contained in the instrument are correct. Anyone transacting with Landlord shall have the right to rely on the accuracy of the statements contained in the instrument, whether it is signed by Tenant or deemed acknowledged by Tenant pursuant to this ARTICLE 42.

ARTICLE 43 - Recording

Tenant shall not record this Lease, a memorandum, "short form" or other reference to this Lease, without the written consent of Landlord.

ARTICLE 44 - Force Majeure

If either party is delayed, hindered or prevented from the performance of an obligation because of strikes, lockouts, labor troubles, the inability to procure materials, power failure, restrictive governmental laws or regulations, riots, insurrection, war or another reason not the fault of the party delayed, but not including financial inability, the performance shall be excused for the period of delay. The period for the performance shall also be extended for a period equal to the period of delay. Tenant shall not be excused from the prompt payment of rental, additional rental

or other payments. It shall be a condition of Tenant's right to claim an extension that Tenant notify Landlord, in writing, within 10 days after the occurrence of the cause, specifying the nature of the cause and the period of time necessary for performance.

ARTICLE 45 - Construction of Lease

Tenant has read and understands this Lease. The rule of construction that a document should be construed most strictly against the party which prepared the document shall not be applied, because both parties have participated in the preparation of this Lease.

ARTICLE 46 – Security Deposit

~~(a) Tenant has deposited with Landlord the sum specified in the Reference Provisions, which shall be held by Landlord, without liability for interest, as security for the performance by Tenant of Tenant's obligations. The deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without Landlord's written consent, and any such act by Tenant shall be without force and effect and not binding on Landlord. If Tenant performs the covenants and agreements in this Lease, the deposit, or the portion of the deposit not previously applied, shall be returned to Tenant after the expiration of the Term, if Tenant has surrendered possession at the expiration of the Term, and has left the Leased Premises in the condition required under this Lease.~~

~~(b) Landlord may commingle the deposit with its other funds. If the rental or any other sum is overdue, if Landlord makes payments for Tenant, or if Tenant fails to perform any of its obligations, Landlord may (without affecting any remedy Landlord may have), apply this deposit, or so much of it to be necessary, to compensate Landlord for rental, additional rental and any loss or damage sustained by Landlord. Tenant shall, upon demand, restore the deposit to the original amount. If a bankruptcy or other creditor-debtor proceedings against Tenant occurs, the deposit and all other securities shall be applied first to the payment of rental and other charges due Landlord for periods prior to the filing of the proceedings. Landlord may deliver the deposit to the transferee of Landlord's interest in the Leased Premises. If that interest is transferred, upon notice to Tenant, Landlord shall be discharged from further liability, and this provision shall also apply to subsequent transferees. Tenant hereby grants Landlord a security interest in the deposit, and to execute the necessary Uniform Commercial Code filing to perfect the security interest granted Landlord; this provision shall survive the expiration or termination of the Lease.~~

~~(c) Neither Landlord's right to possession of the Leased Premises for non-payment of rental or for any other reason, nor any other right of Landlord, shall be affected because Landlord holds the deposit.~~

ARTICLE 47 - Captions

Captions are for convenience and reference only. The words contained in the captions shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Lease. The use of masculine or neuter genders shall include the masculine, feminine and neuter genders. The singular form shall include the plural if the context requires. "Landlord" and "Tenant" means "Landlord" and "Tenant" and "their agents and employees", unless the context requires otherwise.

ARTICLE 48 - Severability

If any provision of this Lease or any paragraph, sentence, clause, phrase or word is judicially or administratively held invalid or unenforceable, that shall not affect, modify or impair any other paragraph, sentence, clause, phrase or word. The parties acknowledge that certain charges, fees and other payments are deemed "additional rental" in order to enforce Landlord's remedies, and shall not be construed to be "rent" if rent controls are imposed.

ARTICLE 49 - Objection to Statements

Tenant's failure to object to a statement, invoice or billing within one year after receipt shall constitute Tenant's acquiescence. Tenant shall be required to provide Landlord with a specific and detailed list of Tenant's objections at the time Tenant makes its objection to Landlord. The statement, invoice or billing shall be an account stated between Landlord and Tenant.

ARTICLE 50 - Liability of Landlord

Landlord's liability under this Lease or arising out of the relationship of the parties shall be limited to Landlord's interest in the Shopping Center. Judgments rendered against Landlord shall be satisfied solely out of the proceeds of the sale of Landlord's interest in the Shopping Center which have been received by Landlord. No personal judgment

shall apply against Landlord upon extinguishment of its rights in the Shopping Center. A personal judgment shall not create a right of execution or levy against Landlord's assets. The provisions of this ARTICLE 50 shall inure to Landlord's successors and assigns. These provisions are not designed to relieve Landlord from the performance of its obligations under this Lease, but to limit the personal liability of Landlord in case of a judgment against Landlord. Tenant's right to obtain injunctive relief or specific performance or to have any other right or remedy which may be awarded Tenant by law or under this Lease shall not be limited however. No personal liability is assumed by nor shall at any time be enforceable against Landlord.

ARTICLE 51 - No Option

The submission of this Lease is not a reservation of or option for the Leased Premises or any other space in the Shopping Center, and vests no right in Tenant. This Lease shall become effective only upon proper execution and delivery by the parties.

ARTICLE 52 - Execution of Documents

~~Tenant shall pay Landlord $400 plus one month's installment of Minimum Annual Rental (plus charges, if any, from Landlord's mortgagee) to reimburse Landlord for the administrative and legal expense for the review, preparation and processing of any document sent to Landlord at Tenant's request, whether or not the document is executed by Landlord.~~

ARTICLE 53 - Corporate Tenant

If Tenant is or will be a corporation or partnership or limited liability company of any kind, the persons executing this Lease on behalf of Tenant covenant and represent that Tenant is a duly incorporated or duly qualified (if foreign) corporation or partnership, as the case may be (including without limitation a limited liability corporation and a limited liability partnership) and is authorized to do business in the State where the Shopping Center is located (evidence shall be supplied Landlord upon request). Tenant also covenants and represents that the person or persons, partner or member executing this Lease on behalf of Tenant is (if a corporation) an officer of Tenant, and is (if a corporation or partnership of any kind) authorized to sign and execute this Lease.

ARTICLE 54 - Printed Provisions

The printed provisions of this Lease and written or typed additions shall be given equal weight for the interpretation of this Lease. The deletion of any portion of this Lease shall not create an implication regarding the intent of the parties, and this Lease shall be read and interpreted as if the deleted portion had never been in this Lease.

ARTICLE 55 - Entire Agreement

This Lease is the only agreement between the parties for the Leased Premises. An amendment, modification or supplement to this Lease shall not be effective unless it is in writing and executed by the parties.

ARTICLE 56 - No Third-Party Rights

This Lease shall not confer rights or benefits, including third-party beneficiary rights or benefits to anyone that is not a named party to this Lease, including any individual, corporation, partnership, trust, unincorporated organization, governmental organization or agency or political subdivision.

ARTICLE 57 - Financial Statements

(a) Tenant acknowledges that it has provided Landlord with its financial statement or annual report ("Statement") and represents that the Statement is a primary inducement to Landlord's agreement to lease the Leased Premises to Tenant. Landlord has relied on the accuracy of the Statement in order to enter into this Lease. Tenant represents that the information contained in the Statement is true, complete and correct in all material aspects. This representation is a precondition to the Lease.

(b) At the request of Landlord, unless Tenant is a publicly traded company, Tenant shall, not later than 30 days following such request, furnish to Landlord its most recent balance sheet for at least the most recent fiscal year, a statement of income and expense for that year and an opinion of an independent certified public accountant satisfactory to Landlord (or a certificate of the chief financial officer, owner or partner of Tenant) indicating the

financial statement has been prepared in conformity with generally accepted accounting principles consistently applied and fairly present the financial condition and results of the operations of Tenant for that year.

ARTICLE 58 - Other Locations

If during the Term: (a) Tenant, its parent, subsidiary, ~~franchisor, or franchisee~~, the Guarantor of this Lease; (b) any person, firm, corporation or other entity having an interest in any of the above parties; or (c) any other person, firm or corporation controlling or controlled by Tenant or any of the above parties, shall directly or indirectly, either individually or as a partner, shareholder, agent, employee or otherwise, own, operate, maintain or have an affiliation, investment or interest in business similar to or in competition with the one operated at the Leased Premises within the radius specified in Reference Provision 1.20 as measured from the perimeter of the Shopping Center (except those carried on as of the Effective Date) then that shall constitute a default. **(For avoidance of doubt, Landlord understands that Tenant, as a franchisee, has no control over the business decisions of its franchisor with respect to the franchisor's creation or non-creation of separate franchisees within the Radius; as such, any conduct of the franchisor or other franchisees of franchisor shall be deemed expressly outside the scope of the matters contemplated in this Article 58.)** At Landlord's option, in addition to Landlord's other remedies, the Net Sales from any other business within the specified radius shall be included in the Net Sales of the Leased Premises during each year. The Percentage Rental shall be computed on the aggregate of the annual Net Sales made on, in or from the Leased Premises and on, in or from any other business located within the radius. Tenant shall submit monthly sales statements and maintain records of the sales and transactions of the other business. Landlord shall have the right to examine and audit those statements and records as though they were made on, in or from the Leased Premises. A substantial increase in size or other substantial change in the business at locations in existence on the Effective Date, or change in location to a location within the radius, shall remove the exemption created for that location. "Radius" shall mean a geometric measurement and not the actual distance over roads.

ARTICLE 59 - Tenant's Failure

This Lease shall be governed by the laws of the State in which the Shopping Center is located and shall be deemed made and entered into in the county in which the Shopping Center is located. If Tenant fails to comply with and perform any of its covenants, conditions or agreements, Landlord shall have the right, but not be obligated, to perform the covenants, conditions or agreements. Tenant shall pay to Landlord on demand as additional rental, a sum equal to the amount spent by Landlord for the performance, plus 15% of such amount to defray supervision and overhead. If Landlord performs any covenants, conditions or agreements, Landlord, its agents or employees may enter the Leased Premises. That entry and performance shall not constitute an eviction of Tenant in whole or in part, nor relieve Tenant from the performance of the covenants, conditions and agreements. Landlord, its agents and employees shall not be liable for claims for loss or damage to Tenant or anyone claiming through or under Tenant.

ARTICLE 60 - Ownership

(a) If the ownership of the Shopping Center is in a Real Estate Investment Trust, then Landlord and Tenant agree that Minimum Annual Rental, Percentage Rental and all additional rental paid to Landlord under this Lease (collectively referred to in this Article as "Rent") shall qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the "Code") and the U.S. Department of Treasury Regulations (the "Regulations"). Should the Code or the Regulations, or interpretations of them by the Internal Revenue Service contained in Revenue Rulings, be changed so that any Rent no longer qualifies as "rent from real property" for the purposes of Section 856(d) of the Code and the Regulations, other than by reason of the application of Section 856(d)(2)(B) or 856(d)(5) of the Code or the Regulations, then Rent shall be adjusted so that it will qualify (provided however that any adjustments required pursuant to this Article shall be made so as to produce the equivalent (in economic terms) Rent as payable prior to the adjustment).

(b) Any services which Landlord is required to furnish pursuant to the provisions of this Lease may, at Landlord's option, be furnished from time to time, in whole or in part, by employees of Landlord or Landlord's affiliates or by one or more third parties hired by Landlord or Landlord's affiliates. Tenant agrees that upon Landlord's written request it will enter into direct agreements with the parties designated by Landlord to provide such services, provided that no such contract shall result in Tenant having to pay, in the aggregate, more money for the occupancy of the Leased Premises under the terms of this Lease, or Tenant's receiving fewer services or services of a lesser quality than it is otherwise entitled to receive under the Lease.

ARTICLE 61 - Special Provisions

(a) The definition of "Hazardous Material" contained in ARTICLE 15(d) also includes the Massachusetts Hazardous Waste Management Act, M.G.L. Chapter 21C, as amended, and the Massachusetts Oil and Hazardous Material Release and Response Act, M.G.L. Chapter 21E, as amended, and regulations adopted thereunder.

The exhibits are incorporated by reference into this Lease.

If Tenant is a CORPORATION, the authorized signatory shall sign on behalf of the corporation and indicate the capacity in which they are signing. The Lease must be executed by the president or vice president and attested by the secretary or assistant secretary, unless the bylaws or a resolution of the board of directors provides otherwise. In that case, the bylaws or a certified copy of the resolution shall be attached to this Lease. The appropriate corporate seal must be affixed to the Lease.

TENANT:

Duchang Investments Inc., a Massachusetts corporation

dba "Tous Les Jours"

By:_____
Authorized Signatory

LANDLORD:

NATICK MALL, LLC, a Delaware limited liability company

By: _____
Authorized Signatory

INITIAL HERE

AFFIDAVIT

The undersigned has signed a Lease dated February 19, 2019, with **NATICK MALL, LLC, a Delaware Limited Liability Company** for the occupancy of Space No. **2094 Natick Mall**. The Lease business terms were negotiated with **Elizabeth Ryan**, as representative of the Landlord. No representative, agent or employee of the Landlord represented, suggested, promised or implied that the undersigned would be given an exclusive use in the Shopping Center for the operation of the business to be conducted in the Leased Premises, or that the Landlord would not lease space in the Shopping Center to a competing or other tenant. Nor has any representative, agent or employee of Landlord made any representations, inducements or promises about the Leased Premises or the entry into the Lease, unless expressly in the Lease. Nor has any representative, agent or employee made any representations, inducements or promises about the characteristics or conditions regarding or pertaining to the Leased Premises or the Shopping Center, unless expressly in the Lease. The undersigned has independently investigated the potential for the success of its operations in the Shopping Center and has not relied upon any representations, inducements or promises by Landlord's representatives, agents or employees, other than those contained in the Lease.

TENANT: Duchang Investments Inc., a Massachusetts corporation
d/b/a: **Tous Les Jours**

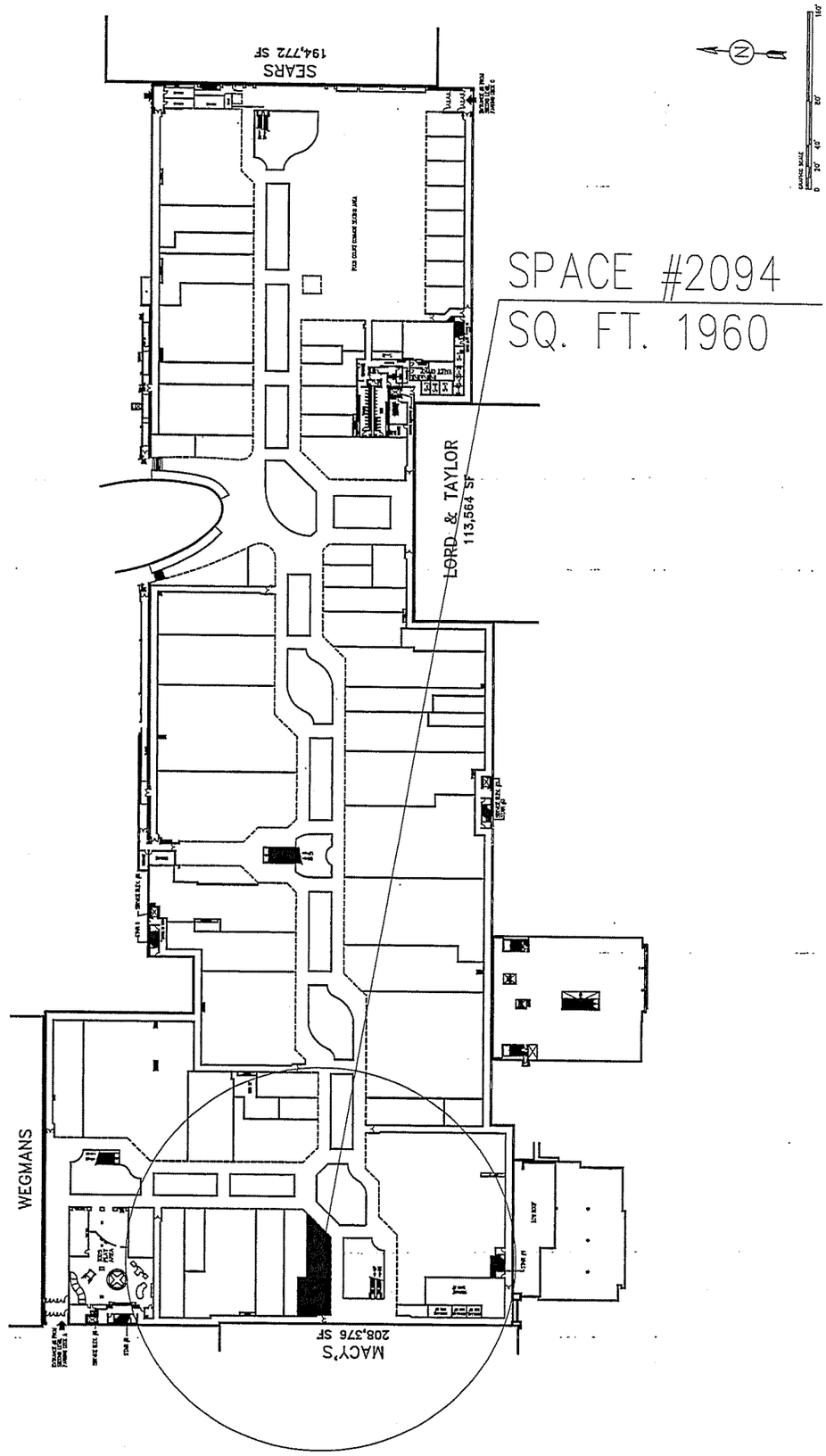
By: _____
Its: President

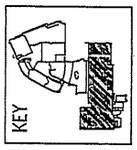
Sworn to before me this 31 day of January, 2019.

_____
Notary Public

RUBIA LOPES DE FREITAS
Notary Public, Commonwealth of Massachusetts
My Commission Expires September 26, 2025

M:\ORG\Teams\Development Teams\CAD_Centers\Mall Plans\MASSACHUSETTS\NATICK MALL_LP1-2\Exhibits\Natick Mall-2094.dwg 12/6/2018 Kubicek, Theresa





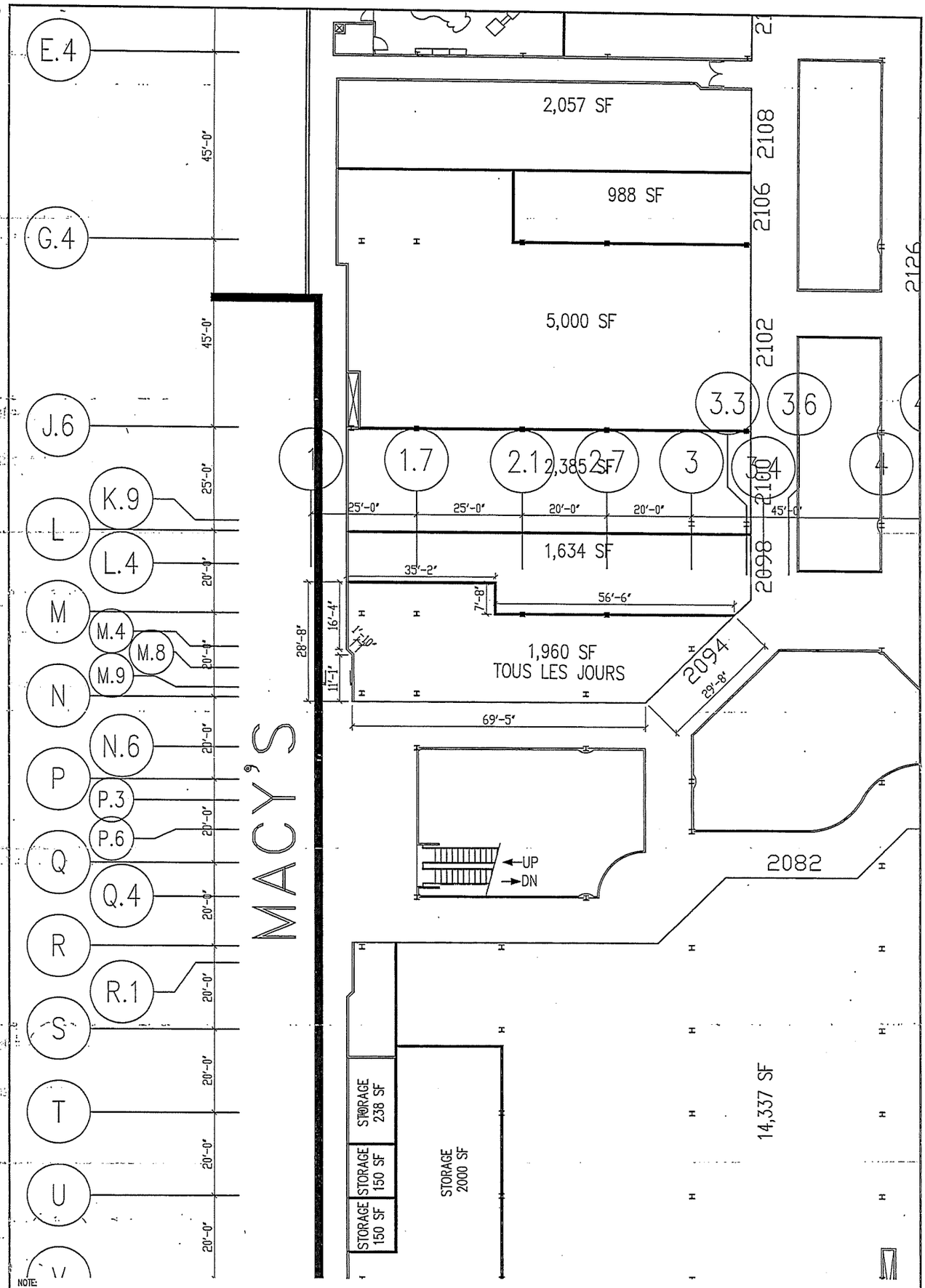
NOTE:

EXHIBIT A IS FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED ONLY AS A GENERAL DESCRIPTION OF EXISTING OR CONTEMPLATED IMPROVEMENTS TO BE MADE AS A PART OF THE SHOPPING CENTER, PROVIDED THAT LANDLORD MAKES NO REPRESENTATION THAT ANY FUTURE DEVELOPMENT WILL OCCUR AS SHOWN.

SPECIFIC NAMES, LOCATIONS, DIMENSIONS OF ANY STORES, ENTRANCES, OR IMPROVEMENTS ARE NOT INTENDED TO BE, NOR SHOULD BE RELIED UPON AND ARE SUBJECT TO CHANGE, MODIFICATION AND DELETION BY LANDLORD OR OTHER PARTIES, AND ARE NOT A REPRESENTATION OF, OR WARRANTY AS TO THE OPENING OR CONTINUED OPERATION OF ANY STORE NAMED OR DEPICTED IN THIS EXHIBIT A.

UPPER LEVEL

EXHIBIT A	NATICK MALL NATICK, MASSACHUSETTS	**Brookfield** Properties



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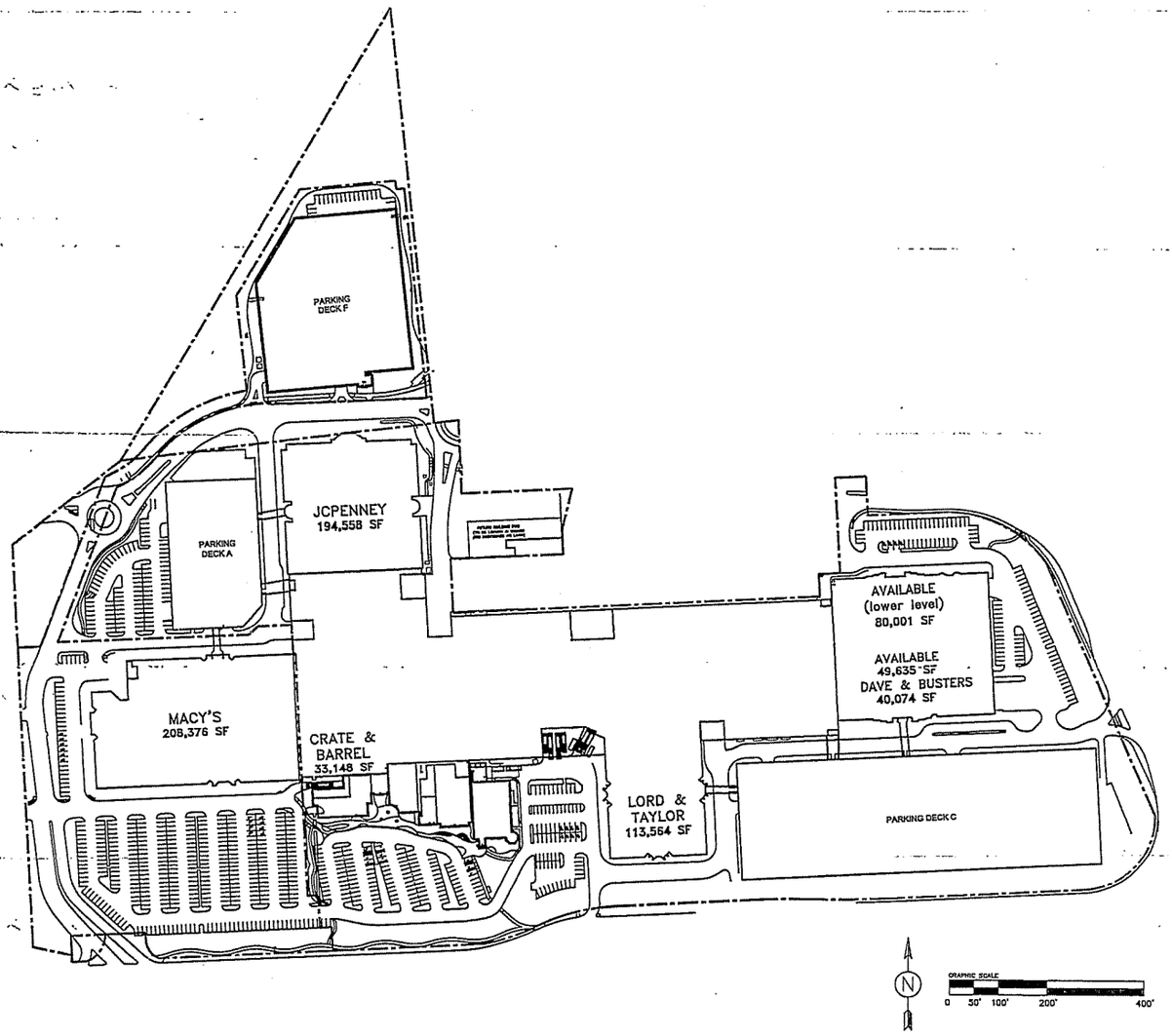
NOTE:

LANDLORD DOES NOT GUARANTEE THAT INTERNAL CHANGES HAVE NOT OCCURRED SINCE THESE PLANS HAVE BEEN PREPARED, AND RECOMMENDS THAT THIS SPACE BE FIELD VERIFIED BY THE TENANT TO ENSURE THE ACCURACY OF THESE DRAWINGS.

ALL TENANT LEASE AREAS ARE MEASURED FROM THE CENTERLINE OF INTERIOR PARTITION, FROM THE OUTSIDE FACE OF EXTERIOR WALL, FROM THE FULL THICKNESS OF CORRIDOR AND SHAFT WALLS AND FROM THE EDGE OF SLAB AT ANCHOR STORE WALL.

TENANT: TOUS LES JOURS	DATE: 12/06/18	NOT TO SCALE
SPACE #: 2094 AREA: 1960 SF	DRAWN BY: TMK	

EXHIBIT A-1	NATICK MALL NATICK, MASSACHUSETTS	**Brookfield** Properties



NOTE:

EXHIBIT B IS FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED ONLY AS A GENERAL DESCRIPTION OF EXISTING OR CONTEMPLATED IMPROVEMENTS TO BE MADE AS A PART OF THE SHOPPING CENTER, PROVIDED THAT LANDLORD MAKES NO REPRESENTATION THAT ANY FUTURE DEVELOPMENT WILL OCCUR AS SHOWN.

SPECIFIC NAMES, LOCATIONS, DIMENSIONS OF ANY STORES, ENTRANCES, OR IMPROVEMENTS ARE NOT INTENDED TO BE, NOR SHOULD BE RELIED UPON AND ARE SUBJECT TO CHANGE, MODIFICATION AND DELETION BY LANDLORD OR OTHER PARTIES, AND ARE NOT A REPRESENTATION OF, OR WARRANTY AS TO THE OPENING OR CONTINUED OPERATION OF ANY STORE NAMED OR DEPICTED IN THIS EXHIBIT B.

SITE PLAN

EXHIBIT B	NATICK MALL NATICK, MASSACHUSETTS	**Brookfield** Properties

EXHIBIT C

DESCRIPTION OF LANDLORD/TENANT WORK

ALL TENANTS

Natick Mall
NATICK, Massachusetts

Tenant accepts the Leased Premises in its "as-is" condition. Tenant, at Tenant's expense, shall complete any improvements that may be required for Tenant's use of the Leased Premises. If Tenant's design is not feasible with the existing utility locations, such as mechanical, electrical, plumbing or fire protection, any alterations to the existing utility locations shall be completed by Tenant at Tenant's expense, subject to Landlord's prior approval. All such work shall be in accordance with this Exhibit "C", the Tenant Criteria Manual and other information contained within the Tenant Package reference below. All work to be performed by Landlord in delivering the Leased Premises to Tenant shall be limited to those items expressly set forth in Exhibit "C" and Article 2 of the Lease, some of which may be performed by Landlord on behalf of, and for Tenant as is more fully described herein.

A. TENANT PACKAGE

Tenant Package Landlord shall provide a "Tenant Package" to better identify the Leased Premises and provide details in describing conditions of the shell structure. This package may contain such items as:

a. Lease exhibit drawing indicating approximate Leased Premises.

b. Dimensional floor plan drawings, if available. Tenant shall not rely on such plans or drawings and must field-verify physical dimensions and existing conditions in the Leased Premises prior to and during Tenant Work (defined in ARTICLE 2 of the Lease).

c. Criteria Manual containing Tenant-required drawing submissions information, sign criteria, architectural, electrical and mechanical information necessary for the preparation of Tenant's plans, typical detail sheets, and other information.

d. By the execution of Tenant's Lease, Tenant acknowledges receipt of the Tenant Package and by this reference, it is incorporated in the Lease.

B. TENANT PLAN SUBMITTAL REQUIREMENTS

1. Tenant Working Drawings
Tenant shall provide working drawings consisting of architectural, mechanical, electrical, plumbing, structural, life safety, specifications and supporting calculation data, prepared by a registered architect and licensed engineer of the state in which the Shopping Center is located as deemed necessary by Landlord. Refer to Tenant Package for details. Tenant agrees to comply with the schedule set forth in 2 below.

2. Tenant Plan Submittal & Additional Requirements

a. By the submittal date for preliminary plans and specifications specified in the Reference Provisions, Tenant agrees to notify Landlord of the identity and mailing address of the licensed architect engaged by Tenant for the preparation of plans for Tenant's Work. At the same time Tenant, at Tenant's expense, shall cause Tenant's architect to prepare and deliver to Landlord for Landlord's approval one (1) preliminary drawing submittal for Tenant's Work, adhering to the requirements as described in the Tenant Package.

b. If Tenant does not furnish Landlord with the identity of Tenant's architect or furnish Landlord with drawings and specifications by the required date, Landlord shall have the right, in addition to any other right or remedy it may have at law or in equity, to cancel and terminate this Lease by written notice to Tenant. Landlord shall in addition to all other remedies, be entitled to retain and have recourse to any bond, deposit or advance rental previously deposited by Tenant under this Lease as liquidated damages.

c. By the submittal date for final plans and specifications specified in the Reference Provisions, Tenant, at Tenant's expense, shall cause Tenant's architect to prepare and deliver to Landlord for Landlord's approval three (3) sets of final working drawings and specifications for Tenant's Work, adhering to the requirements as described in the Tenant Package.

d. Landlord shall review Tenant's drawings and specifications and notify Tenant within 15 days of their receipt if they do not meet with Landlord's approval. Tenant shall, within 10 days of the receipt of notification, revise and resubmit the

drawings and specifications. When Landlord has approved Tenant's drawings and specifications, Landlord shall initial and return one (1) set of approved drawings to Tenant. That set shall show the date of Landlord's approval, and shall be made a part of this Lease as "EXHIBIT P."

e. If any changes and/or revisions are made in Tenant's working drawings and specifications after Landlord's initial approval, Tenant shall deliver to Landlord one set of revised working drawings and specifications for additional approval.

f. No approval by Landlord shall be valid unless signed in writing by Landlord or Landlord's representative.

g. Tenant shall prepare its plans and perform Tenant's Work in compliance with Landlord's requirements, governing statutes, ordinances, regulations, codes and insurance rating boards. ~~Tenant shall pay Landlord for review of final plans at the rate of $0.50 per square foot of space in the Leased Premises, plus $0.25 per square foot for each required additional review of final plans.~~ Landlord's approval does not relieve Tenant of its obligation to complete Tenant's Work in accordance with the terms of the Lease, nor of the necessity of Tenant's compliance with the laws, rules, regulations and ordinances of local governing authorities.

h. Any approval by Landlord or Landlord's architect shall neither obligate Landlord in any manner whatsoever with respect to the finished product, design and/or construction by Tenant nor be deemed to be a modification or amendment to the provisions of the Lease. Any deficiency in design or construction, with or without prior approval of Landlord, shall be solely the responsibility of Tenant. Tenant shall be solely responsible for corrections in Tenant's Work and its working drawings and specifications required by governmental authority.

i. Notwithstanding anything to the contrary contained in this Lease, Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA"), and any amendment to the ADA, as well as applicable state, local laws, regulations, ordinances and independent inspections. Compliance will include, but not be limited to, the design, construction, and alteration of the Leased Premises as well as access to, employment of and service to individuals covered by the ADA. Upon completion of work, Tenant's or Tenant's architect must supply to Landlord a letter, satisfactory to Landlord, stating that the Leased Premises have been designed and constructed in accordance with and are in compliance with the ADA.

j. Within 10 days after opening for business in the Leased Premises, Tenant shall provide Landlord with one set of "as-built" drawings and specifications indicating the changes from EXHIBIT P made during the performance of Tenant's Work. As-built drawings shall accurately locate all underground utilities and equipment installed. As-built drawings shall be delivered to Landlord prior to final inspection of the Leased Premises.

C. STRUCTURE

1. Building Shell

a. Landlord may provide, at its option, a concrete floor slab within the interior of the Leased Premises at Tenant's expense. In the event Landlord provides a concrete floor slab based on the area of the Leased Premises, Tenant shall pay Landlord $3.00 per square foot for concrete slab. Such concrete slab shall be installed in accordance with the requirements as described in the Tenant Criteria Manual. Any tenant whose requirements exceed the designed live load shall furnish Landlord with load information prepared by a licensed structural engineer. At Landlord's option, Landlord may, at Tenant's expense, submit structural information to its engineer for verification.

b. Tenant is responsible for maintaining the integrity of the concrete slab. Any alterations to Landlord's slab shall be executed in accordance with the requirements described in the Tenant Criteria Manual.

c. Upper and lower level suspended slab floor penetrations shall be core-drilled; no saw cutting or trenching is permitted. All floor penetrations shall be sleeved and sealed as required in the Tenant Criteria Manual.

d. Structural modifications and or additions by Tenant to Landlord's structure is subject to Landlord's prior approval. Tenant shall submit structural calculations, which have been prepared by a licensed structural engineer, to Landlord for review by Landlord's engineer, at Tenant's expense.

2. Roof Penetrations

Roof penetrations by Tenant shall be held to a minimum. Penetrations, flashing and patching of the roofing system shall be made by Landlord's roofing contractor, subject to Landlord's prior approval, at Tenant's expense. Any structural framing or structural calculations required by Landlord as a result of Tenant's roof penetrations shall be performed at Landlord's option by Landlord's contractor, at Tenant's expense. Any associated curbs, rails, skids, etc. which can impact the roof system shall be designed in accordance with the manufacturer's recommendations and installed by Landlord's approved roofing contractor, at Tenant's expense.

3. Waterproof Membrane
All food tenants, high water use tenants such as, beauty salons, pet stores, etc., lower and upper level tenants whose design includes water being present, such as in kitchens or restrooms, shall install and maintain a waterproof membrane approved by Landlord throughout the Leased Premises. A water test shall be performed by Tenant. Tenant is responsible for maintaining liquid-tight capacities of the floor and other boundaries of the Leased Premises.

4. Fireproofing
Landlord may provide, at its option, fire retardant material on its structure within the Leased Premises. Tenant shall be required to protect fireproofing and damage to fireproofing shall be repaired by Tenant as necessary to meet the requirements and recommendations of applicable code and local inspectors, at Tenant's expense.

D. STOREFRONTS

1. Neutral Piers and Bulkhead
Landlord may provide, at its option, vertical neutral surfaces or structural columns at the lease line separating Tenant storefront construction from another adjacent space. Tenant shall pay Landlord $200.00 for neutral piers and $6.50 per lineal foot of bulkhead soffit. The storefront area will be left open for Tenant construction between the edges of the neutral surfaces and between the mall finished floor and the underside of the horizontal soffit.

2. Additional Storefront Requirements
   a. Landlord has established design criteria regulating materials and construction of the storefronts and signage so that tenant storefronts contribute to the overall design concept of the Shopping Center. In order to contribute to this theme, the overall storefront design must conform to the design criteria as described in the Tenant Criteria Manual. Landlord has the right to reject storefronts which do not meet the design criteria and to accept and approve unusual designs that deviate from the required criteria, all at Landlord's sole discretion.

   b. Tenant is responsible for constructing a complete storefront to the full height and for making a suitable attachment or termination of construction to the bulkhead soffit and proper closure against each neutral pier. Refer to Tenant Criteria Manual for details. Tenant shall be solely responsible for the repair of damage it causes to Landlord's finish material.

   c. Tenant's storefront shall be self-supporting. Limited lateral bracing is permitted from Landlord's structure. The storefront or any part of the interior cannot be suspended from Landlord's bulkhead framing or structure.

E. DEMISING WALLS AND EXITS

1. Demising Walls
   a. Landlord shall provide light gauge metal studs or unfinished masonry separating the Leased Premises from adjacent space. Tenant shall pay Landlord $10.00 per linear foot for demising partitions.

   b. Tenant is responsible for furnishing gypboard on all demising partitions and surfaces in accordance with code and as described in the Tenant Criteria Manual.

   c. Tenants are prohibited from allowing music or other sounds to emanate from their space into an adjacent Tenant space or into the mall common area. Tenants who generate sound levels greater than 40 decibels, or as otherwise deemed necessary by Landlord, shall insulate their space against sound transmission. Methods to prevent sound transmission must be thoroughly detailed on Tenant's plans and is subject to Landlord's approval, as described in the Tenant Criteria Manual.

   d. Tenant is responsible for providing Landlord with anticipated load and weight calculations for any wall hung fixtures. If Landlord deems necessary, Tenant shall provide backing and bracing support to demising walls to compensate for loading

imposed by Tenant's wall-hung fixtures at Tenant's expense.

e. Tenant is responsible for the construction of any wall in which an expansion joint occurs, the construction of such wall shall be in accordance with acceptable construction design practices and applicable codes.

2. Service Doors
Tenant is responsible for furnishing and installing a service door connecting to service corridors or mall exterior service areas. The door shall comply with applicable code requirements and Landlord requirements as described in the Tenant Criteria Manual. In the event Landlord has installed any such doors, frames and hardware, then Tenant shall reimburse Landlord for the cost thereof at $1000.00 per door.

3. Exit Requirements
Tenant is responsible for providing all exit requirements and exit identifications within the Leased Premises in accordance with requirements of applicable code and subject to approval by the local building authority.

F. INTERIOR FINISHES, FURNISHINGS AND EQUIPMENT

1. Floor Finish
Tenant is responsible for all floor finish covering materials for the Leased Premises and shall make a smooth, level transition with the mall floor at the lease line. In the event that Tenant is required to match Landlord's floor tile at Tenant's lease line and closure line, Tenant shall pay Landlord $22.00 per square foot for Landlord selected floor tile. Tenant shall protect and repair any damage to Landlord's floor finish material, at Tenant's expense.

2. Wall Finish
Tenant is responsible for the installation of finished walls on the demising partitions, including any necessary additional supports, wall blocking, fire tapping and wall finishes, at Tenant's expense.

3. Ceilings
Ceiling height limitations are created by existing conditions and floor-to-floor heights vary throughout the Shopping Center. Where building conditions permit, higher ceilings may be allowed with the written approval of Landlord. Any relocation of or modification to existing piping, conduit and/or ductwork necessitated by Tenant's installation of a ceiling shall be at Tenant's expense. If the area above the ceiling is a return air plenum, ceilings are required throughout the Leased Premises including, without limitation, stock and toilet rooms.

4. Access Panels
Tenant is responsible for providing access panels throughout the Leased Premises. Tenant shall at minimum provide 24" x 24" flush mount access panels in the ceiling within the Leased Premises at dampers, HVAC equipment and elsewhere as required by Landlord or as required by code in order to provide access to the equipment.

5. Furnishings and Equipment
Tenant is responsible for furnishing and installing all fixtures, furnishings, equipment, shelving, trade fixtures, leasehold improvements, interior decorations, graphics, signs, mirrors, coves and decorative light fixtures and other special effects, as first approved and permitted by Landlord and in accordance with all applicable federal, state, local laws, regulations and ordinances.

G. SIGNAGE

1. Tenant Signage Submittal
a. Tenant shall submit sign manufacturer's shop drawings to Landlord depicting sign, lettering dimensions, overall dimensions, color, materials, mounting details, quantities and location of the sign in relation to each elevation, as described in the Tenant Criteria Manual. Signs, permits and related or resulting construction shall be Tenant's responsibility. All signs shall be installed under the supervision of Landlord. The sign contractor shall repair any damage caused by its work.

b. Landlord's final written approval is required prior to sign fabrication. Tenant shall not be permitted to open for business in the Leased Premises without a sign that has been approved in writing by Landlord and which conforms to applicable building and electrical codes.

2. Interior Signage Requirements
a. No signage shall be applied to storefront or hung within 4'-0 from the lease line without Landlord's written approval. Refer to Tenant Criteria Manual for

additional information.

b. No signs shall be allowed beyond the lease line without Landlord's written approval.

c. No flashing, action, moving or audible signs are permitted.

d. No television or projection screens are permitted within 15 feet of the lease line without Landlord's written approval. Subject to Landlord's approval of Tenant's plans and specifications, Tenant may install one or more video monitors in the Leased Premises that are visible from the Joint Use Area provided the sole purpose of such video monitors is the promotion of merchandise offered for sale in the Leased Premises and not for general advertising purposes. Sound from the video monitors may not emanate into the Joint Use Area and content displayed may not be unreasonably offensive to patrons of the Shopping Center. Landlord will have the right to revoke its approval and require Tenant to remove such video monitors on 2 days' prior notice if sound or content emanating from Tenant's video monitors is offensive in Landlord's sole discretion.

e. Signs may be vertical, horizontal, and be illuminated. Multiple signing may be permitted on multi-directional storefronts but only with Landlord's prior written approval.

f. The length of horizontal lettering shall not exceed 50% of the horizontal storefront length. The proportional ratio of the proposed signage length to the overall horizontal storefront length shall be left to the sole discretion of Landlord.

g. Landlord reserves the right to regulate signage location throughout the mall and near Anchor stores.

h. Wording is limited to the trade name of the store. Landlord shall review logos on a case-by-case basis.

i. Sign shall be on a timer set to illuminate during mall hours.

j. No sign manufacturer's identification, decals or registered trademark shall be permitted.

k. Tenant shall keep the sign in good repair at all times.

H. HEATING VENTILATION AND AIR CONDITIONING

1. Landlord provided Heating, Ventilation and Air Conditioning System, "HVAC System"
Landlord may provide, at its option, the HVAC system to the Leased Premises, as defined in the Tenant Criteria Manual. Tenant is responsible for design and installation, at its sole expense, of the mechanical system within the Leased Premises from Landlord's distribution point.

2. Tenant provided Roof Top Unit, "RTU System"

a. Tenant may, at its sole expense, upon prior written approval of Landlord, install and operate a supplemental RTU System on the roof of the Shopping Center. The RTU System shall supplement, and not replace, any existing air conditioning unit, and shall be compatible with the Landlord-provided air conditioning system in all respects including, but not limited to, roof integrity, structure, air flow, electric load, life safety alarm system and utility capacity.

b. In the event Landlord does not provide the HVAC system, Tenant is required to design and install the RTU System to the Leased Premises as defined in the Tenant Criteria Manual.

c. Landlord may provide, at its option, universal roof supports for roof-mounted equipment. Tenant shall reimburse Landlord for all associated costs.

d. Tenant shall locate the RTU System and provide structural modifications in order to comply with the Shopping Center's structural load limits. Tenant shall submit structural calculations, which have been prepared by a licensed structural engineer, to Landlord for review by Landlord's engineer, at Tenant's expense. Landlord may require modifications to Tenant's design and construction.

e. Tenant shall not install or operate the RTU System without the prior written approval of Landlord. Tenant shall not enter the roof without prior permission

from a representative of Landlord.

f. Tenant shall supply Landlord with maintenance agreements, plans and specifications for the installation and operation of the RTU System.

g. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have no right to an abatement, deduction or set-off in rental if Tenant's RTU System is or becomes inoperable.

3. Additional Tenant Requirements

a. Tenant is responsible for providing the mechanical system within the Leased Premises, including but not limited to maintenance, supply metal ductwork, grilles, registers, electrical wiring, controls, heating, heat detection and circuitry necessary for the satisfactory operation of an air conditioning system. Refer to Tenant Criteria Manual for details.

b. Tenant is responsible for the design of all ductwork and accessories for air distribution in accordance with the procedures described in the American Society of Heating, Refrigerating, and Air Conditioning Engineering Guide ("ASHRAE"), and in accordance with the latest methods recommended in the Sheet Metal and Air Conditioning Contractors National Association ("SMACNA") low velocity duct manual, and as otherwise set forth by code.

c. In the event Landlord provides a pre-approved mechanical contractor, Tenant will be required to use Landlord's contractor for the purchase and installation of Tenant's HVAC unit, heating & cooling equipment and HVAC curb, all at Tenant's sole expense. Refer to Tenant Criteria Manual for details.

d. Tenant is responsible for providing the Leased Premises with its own thermostat(s) in accordance with the requirements of the Tenant Criteria Manual.

e. Tenant shall provide plans, specifications and calculations required in connection with the installation and operation of Tenant's HVAC System. Any review of the plans, specifications and calculations performed by Landlord or Landlord's engineer, as Landlord deems necessary, shall be at Tenant's expense.

f. Tenant is required to route HVAC condensation lines as directed by code and the mall on-site representative.

g. Tenant is responsible for providing Landlord copies of air test and balance reports upon completion of work.

h. Tenant shall reimburse Landlord, at Landlord's option, for any measurement system(s) required by Landlord for measuring Tenant's consumption of conditioned air.

i. Landlord may provide, at its option, a smoke evacuation and control system within the Leased Premises. In the event Landlord provides a smoke evacuation and control system, Tenant shall pay Landlord $3.00 per square foot.

j. Tenants HVAC System and related rooftop equipment must be compatible with Landlord's life safety/ smoke exhaust system. Alterations to and interface with Landlord's life safety/smoke exhaust system shall be by Landlord's contractor at Tenant's sole expense.

k. Tenant may be required to provide and install, at Tenant's expense, heat or smoke detectors within the Leased Premises to shut down the heating, air conditioning and ventilation whenever an abnormal condition is detected. In addition, these devices may be required by local code authorities as part of the fire prevention smoke removal system. Refer to Tenant Criteria Manual for details.

l. Landlord shall have the right to require Tenant to cease operation of the Tenant's HVAC System if it is causing damage to any of the structural or mechanical elements of the Shopping Center, interfering with or diminishing any service provided by Landlord or others, or interfering with any other tenant's business.

I. TOILET EXHAUST SYSTEM

a. Landlord may provide, at its option, a common toilet exhaust system to the Leased Premises, as defined in the Tenant Criteria Manual. Tenant shall design and install a toilet exhaust system and connect to Landlord's exhaust duct system within the Leased Premises.

b. In the event Landlord does not provide the common toilet exhaust system, Tenant is required to design and install the exhaust system for the Leased Premises, per code and as defined in the Tenant Criteria Manual.

J. SPECIAL EXHAUST AND MAKE-UP AIR SYSTEMS

1. Special Exhaust Systems
Odors produced by tenants such as food service, beauty salons, pet shops, etc. must be exhausted to the atmosphere through a tenant-furnished exhaust system. Tenant shall design and install an engineered exhaust and make-up air system to maintain a negative pressure in the Leased Premises to keep odors from disturbing Landlord, customers and other tenants. The location and minimum distance of exhaust fans from any air intakes shall be as directed by Landlord and in accordance with applicable code. Refer to Tenant Criteria Manual for details.

2. Make-Up Air Systems
Make-up air systems as referenced in 1 above shall be furnished and installed by Tenant, upon Landlord's approval, utilizing secondary mall air. If Tenant uses more than 10% of Landlord's air supply for Tenant's special exhaust system, Tenant shall be responsible for an adjusted operating charge.

3. Exhaust Discharge
   a. Tenant is responsible for providing mushroom-type exhaust discharge outlets. All roof-mounted equipment shall be approved by Landlord and installed on curbs per the specifications in the Tenant Criteria Manual. All roof flashing shall be performed by Landlord's roofing contractor at Tenant's expense. Projections above 3'-0" will require approval by Landlord and may require additional screening by Tenant.

   b. Tenant shall provide a residue trough grease containment system, approved by Landlord, on all roof-mounted grease exhaust discharge equipment. The containment system shall be cleaned and replaced on a regular basis.

4. Damper Control and Interlock
Tenant shall provide damper controls with automatic fan shutdown and interlock to maintain the original design air balance approved by Landlord and in accordance with applicable code. The control system must be able to shut down its fans in case of fire.

K. UTILITIES

1. Electric Service
   a. Landlord shall provide the main electric distribution system as more fully described in the Tenant Criteria Manual.

   b. Landlord may provide, at its option, an empty electrical conduit to the Leased Premises and associated electrical equipment serving the Leased Premises. In the event Landlord provides electrical conduit and equipment, Tenant shall pay Landlord $800.00 for the empty electrical conduit and $2,500.00 for electrical equipment.

   c. In the event Landlord provides a Cable Tap Box assembly ("CTBA") switch terminal to the Leased Premises, Tenant shall pay Landlord $2,500.00.

   d. Landlord will furnish electric service within the Leased Premises of not more than 15 watts per square foot. Tenant's electrical requirements for the space shall be determined from Tenant's electrical engineering plans in accordance with the National Electrical Code ("NEC"). If the electrical service described above exceeds the minimum electric service required by the NEC and as Tenant's plans indicate, Tenant shall relinquish to Landlord such excess service. Electrical system within the Leased Premises shall be "as-is" with all electrical upgrades and modifications by Tenant at Tenant's expense, upon Landlord's approval.

2. Tenant Electrical Requirements
   a. Tenant is responsible for providing a complete electrical system from Landlord's distribution point within the Leased Premises. This shall include, but not be limited to, all necessary labor, branch and main circuit breakers, panels, transformers, connection to HVAC power supply, temperature controls and connection to Landlord's smoke detector or smoke evacuation system, if required.

   b. Tenant shall pull copper conductors in conduit and make final connections at Landlord's electrical distribution panel. Conductors shall be continuous with no splices between the switchgear in the distribution room and panels within the Leased Premises.

c. Tenant's electrical engineer shall include an electrical riser line diagram and a complete electrical panel schedule (quantities and sizes of lamps, appliances, signs, water heaters, etc.), indicating individual and total demand of all electrical loads.

d. Electrical materials and equipment shall be new and installed per code and shall bear the Underwriters Laboratories label. All wire must be copper.

e. Lighting fixtures shall be furnished and installed by Tenant, and shall be of a type approved by applicable codes. Recessed fixtures in furred spaces shall be connected by a flexible metal conduit and run to a branch circuit outlet box which is independent of the fixture. Fluorescent ballast shall have individual non-resetting overload protection.

f. Panel board furnished and installed by Tenant for lighting and power within the Leased Premises shall be equal to type NLAB class panels, and shall meet the requirements of applicable code.

g. A floor-mounted transformer shall be furnished and installed by Tenant, as required.

3. Water Service

Landlord may provide, at its option, a cold water supply line at or near the boundary of the Leased Premises. The water service will terminate with a valve connection. Tenant shall pay Landlord $300.00 per valve connection.

4. Sanitary Service

Landlord may provide, at its option sanitary sewer stubs at or near the boundary of the Leased Premises. Tenant shall pay Landlord $1,000.00 per sanitary sewer stub.

5. Vent Stub

Landlord may provide, at its option, plumbing vent stacks throughout the Shopping Center. Tenant shall pay Landlord $500.00 per vent connection.

6. Tenant Plumbing Requirements

a. Tenant is responsible for providing a complete plumbing system from Landlord's point of service within the Leased Premises. This shall include, but not be limited to, all necessary labor, connections to supply stubs, piping, vents, clean-outs, fixtures, etc. necessary for the satisfactory operation of a plumbing system.

b. Lower Level - Tenant is responsible for connecting to Landlord's sewer stubs where provided. Upper Level - Tenant is responsible for providing the floor penetrations for connecting plumbing to sanitary sewer stubs. All floor penetrations shall be sleeved and sealed as required in the Tenant Criteria Manual to prevent the penetration of odors or liquids to any space below the Leased Premises. Floor penetrations shall be core-drilled; no saw cutting is permitted. All horizontal sanitary sewer lines shall be installed above the ceiling of a lower level tenant and the lines shall be insulated to prevent condensation.

c. Tenant is responsible for providing cleanouts in accordance with applicable codes.

d. Where more than one tenant is required to attach to a single sanitary and/or vent stub, the first installing tenant shall install a plugged "Y" branch fitting for future connections, at that tenant's expense. Tenant shall run piping to the nearest stack and connect to the opening provided by Landlord.

7. Water Meter

Tenant is responsible for connecting at the point of service and installing an accessible water meter or accessible remote readout, and extending service according to Tenant's requirements, in accordance with Code and the Tenant Criteria Manual.

8. Water Heaters

Tenant is responsible for providing electric water-heaters for domestic water usage in the Leased Premises. Electric water-heaters shall be automatic and shall be limited to 12-gallon capacity or as per code. Water heaters must have a pressure relief valve discharge piped to the nearest drain in the Leased Premises.

9. Toilet Facilities

Tenant is responsible for providing toilet facilities in compliance with ADA within the Leased Premises, and shall provide and maintain a Landlord approved waterproof membrane, at Tenant's expense. A minimum of one water closet, one lavatory and one cleanout, in accordance with code, is required in the Leased Premises. Food court tenants shall not be subject to this requirement unless required by applicable code. Upper level

tenants shall not place toilet facilities over Landlord's electrical service room.

10. Natural Gas Service
If natural gas service is available from the local utility company, Landlord shall arrange for the installation of the meter banks and mains at the designated locations throughout the Shopping Center. Landlord ~~may~~ shall provide, ~~at its option,~~ a natural gas line to the Leased Premises. Tenant shall pay Landlord $2,000.00 for natural gas line. All piping, associated work and meter for extension of services to the Leased Premises shall be provided by Tenant, at Tenant's expense, in accordance with applicable code, and subject to Landlord's approval.

11. Telephone
Landlord shall arrange with the telephone company to install telephone service to the main telephone terminal. Landlord may provide, at its option, a raceway from the main telephone terminal to the Leased Premises. All telephone work for extension of services to the Leased Premises shall be provided by Tenant, at Tenant's expense, in accordance with applicable code, and subject to Landlord's approval.

L. SPECIAL FOOD TENANT REQUIREMENTS

1. Food Preparation Extinguishing Systems
   a. Tenant shall design and install automatic extinguishing equipment in accordance with the National Fire Protection Association Standard latest edition. The extinguishing system shall be an Underwriters Laboratories approved pre-engineered system with the following features:

      i. Protection of the hood and duct;
      ii. Surface protection for deep fat fryer, griddle, broiler and range;
      iii. Automatic devices for shutting down fuel or power supply to the appliances. These devices must be of the manual reset type;
      iv. Provided with a simple means to manually activate the fire extinguishing equipment within a path of ingress or egress. The means of manual activation shall be mechanical (not electrical) and must be clearly identified.

   b. Tenant shall ensure that extinguishing system is inspected in accordance with code. Tenant shall enter into an inspection agreement with a firm qualified by the system manufacturer to perform such inspections. The systems vendor shall submit plans and other pertinent information on the proposed system to Landlord for prior review and approval.

2. Grease Removal and Cleaning
   a. Tenant shall remove grease from all exposed surfaces of the Leased Premises daily. Additionally, Tenant agrees to retain a dependable bonded degreasing service for the Leased Premises on a minimum monthly basis throughout the term of this Lease to clean and degrease the entire kitchen area, ranges, cooking equipment, broilers, stoves, hoods, vents, exhaust and blower systems, filters and all associated ductwork to prevent grease accumulation. If Tenant fails to do so, Landlord may maintain the system and charge Tenant at three times Landlord's cost.

   b. Copies of maintenance and cleaning reports shall be submitted to Landlord's on-site representative.

   c. Underwriters Laboratories approved grease-extracting hoods with water wash down cycle or conventional range hood with washable grease filters in accordance with applicable code are acceptable and subject to Landlord's fire protection engineer's approval.

3. Grease Interceptor
   a. Landlord may provide, at its option, a common grease trap system for food tenants. Tenant shall pay Landlord $3.00 per square foot for the common grease trap system.

   b. If Tenant is unable to connect to Landlord's common grease trap system, Tenant shall install, (in accordance with applicable code and subject to Landlord's approval), a dedicated grease trap system and indicate the location of the dedicated grease trap system on its plumbing plans.

   c. All food-related tenants shall connect all sinks and floor drains within the Leased Premises (except toilet facility fixtures and drains) to the grease line in accordance with applicable code, and subject to Landlord's approval.

4. Grease Trap Service and Removal

a. Tenant is responsible for properly maintaining its grease trap system. If Tenant fails to do so, Landlord may maintain the system and charge Tenant at three times Landlord's cost. Tenant shall not place any grease into trash compactor, normal garbage containers, floor & sink drains or toilets. Landlord may provide, at its option, grease containers in a designated area for grease removal. In the event Landlord does not provide grease containers, Tenant is responsible to provide the grease container in a designated area as defined by Landlord. Tenant may be required to use Landlord's pre-approved removal service at Tenant's sole expense.

b. Copies of maintenance and cleaning reports shall be submitted to Landlord's on-site representative.

M. FIRE PROTECTION SYSTEM

1. Tenant Sprinkler System

a. Landlord may provide, at its option, a complete wet sprinkler fire protection grid system within the Leased Premises. Tenant shall pay Landlord $3.00 per square foot for the sprinkler fire protection grid system.

b. Landlord may provide, at its option, a blind flange connection for Tenant's sprinkler system stubbed in the Leased Premises. Tenant shall pay Landlord $1,000.00 for blind flange connection.

c. Tenant shall design and install an engineered wet sprinkler fire protection system within the Leased Premises. In the event Landlord provides a pre-approved sprinkler contractor Tenant will be required use Landlord's contractor for such work at Tenant's expense.

d. Tenant's fire protection system shall comply with the requirements of the applicable building codes, fire marshal and be approved by Landlord's insurance carrier. Any modifications or additions to the sprinkler system, main relocation, or installation of any necessary sprinkler heads shall be engineered, fabricated and installed by Tenant at Tenant's expense. Refer to Tenant Criteria Manual for details.

e. Tenant's sprinkler drawings and hydraulic calculations shall be prepared by a licensed engineer of the state in which the Shopping Center is located. Drawings are subject to Landlord's approval.

f. Tenant shall pay Landlord $350.00 per shutdown for Tenant's sprinkler system tie-in to Landlord's sprinkler system.

2. Tenant Fire System

a. Landlord may provide, at its option, a connection for a fire alarm system within or adjacent to the Leased Premises. Tenant shall pay Landlord a charge of $1,000.00 for the fire alarm point of connection. In the event Landlord completes final fire alarm system hookup, it shall be at Tenant's expense. Refer to Tenant Criteria Manual for details.

b. Tenant may be required to design and install an engineered fire alarm system within the Leased Premises. Tenant's fire alarm system shall be compatible with Landlord's system and comply with the requirements of the applicable building codes, fire marshal and be approved by Landlord's insurance carrier. Refer to Tenant Criteria Manual for details.

c. Tenant's fire alarm drawings shall be prepared by a licensed engineer of the state in which the Shopping Center is located. Drawings are subject to Landlord's approval.

3. Tenant Fire Extinguishers

Tenant shall provide and install fire extinguishers in the Leased Premises. The number of extinguishers provided by Tenant shall be as required by applicable building codes, fire marshal and be approved by Landlord's insurance carrier.

N. CONSTRUCTION REQUIREMENTS

1. Construction Deposit

Tenant shall cause its general contractor to deposit with Landlord, without liability for interest, the sum of $5000.00 prior to construction start. This sum shall be applied toward any costs incurred by Landlord or Landlord's contractor to repair any damage to Landlord's

property and to complete any part of Tenant's Work which Tenant or Tenant's contractor fails to complete within the time period required by ARTICLE 2 of the Lease. This remedy shall be in addition to and not in lieu of any other rights and remedies of Landlord. The balance of the deposit shall be returned to Tenant's general contractor after Tenant's Work has been reviewed and accepted by Landlord.

2. Construction Barricade
Landlord may require Tenant to erect a barricade that complies with mall standards at the start of Tenant's Work, at Tenant's expense. In the event Landlord has previously erected a barricade or if Tenant fails to erect a barricade and Landlord elects to erect a barricade on Tenant's behalf, Tenant shall pay Landlord $85.00 per lineal foot for the barricade. Tenant's barricade may not be dismantled without Landlord's prior approval.

3. Construction Trash Removal
Tenant is responsible for trash removal during construction, fixturing and stocking at Tenant's expense. Tenant shall break its boxes down and place its trash daily in the containers provided. Trash accumulation shall not be permitted overnight in the Leased Premises, Joint Use Areas or service corridors. In the event Landlord provides construction trash removal, Tenant shall pay Landlord a single charge equal to the greater of $750.00 or $0.75 per square foot of the Leased Premises. Compliance with Landlord's recycling program is mandatory.

4. Temporary Electric
Landlord may provide, at its option, temporary electrical service in general areas during construction. Tenant shall request, in writing, permission to connect to the temporary service and distribute temporary service to the Leased Premises in accordance with applicable code. In the event Landlord provides temporary electrical service, Tenant shall pay Landlord a single charge equal to the greater of $750.00 or $0.75 per square foot of the Leased Premises.

5. Contractor Requirements
   a. Tenant and or Tenant's contractor shall not commence any work without checking in with Landlord's on-site representative and supplying all required pre-construction documents. Documents shall include but not be limited to a copy of building permit, Certificate of Insurance and contractor's license.

   b. Tenant shall ensure that all Tenant's contractors are bondable and licensed in the state where the Shopping Center is located. Landlord shall have the right to approve Tenant's contractors and subcontractors; however, approval shall not constitute the assumption of any responsibility or liability by Landlord for the actions of Tenant's contractors or subcontractors or the quality or sufficiency of Tenant's Work.

   c. Tenant's contractor or subcontractor shall not post signs in any part of the Shopping Center, on construction barricades or in the Leased Premises without approval from Landlord.

   d. All supplies necessary for construction, fixturing or merchandising the Leased Premises must be delivered through designated truck docks and down the service corridors.

   e. The contractor may perform "noisy" construction, such as jack hammering, saw cutting, core drilling, etc., only during hours approved by Landlord's on-site representative. The Landlord's on-site representative will terminate any construction activity that is deemed excessively noisy or dusty or which is disruptive to the normal operations of the adjacent tenants and/or the mall.

   f. Tenant's contractor shall obtain Landlord's approval regarding all drilling, welding or other attachment to Landlord's structural system. Approval by Landlord shall be in writing before the start of Tenant's Work, and must be clearly identified on Tenant's drawings. Landlord approval of the drawings does not relieve Tenant's contractor of the responsibility to make a request in writing prior to starting Tenant's Work.

   g. Tenant's contractor shall supply fire extinguishers during construction, in accordance with code.

6. Tenant's Work
   a. Tenant shall conform to and comply with all federal, state, county and local laws, ordinances, permits, rules and regulations in the performance of Tenant's Work or in the performance of any alterations, additions or modifications.

   b. Tenant's Work shall be coordinated with Landlord's Work as well as with the work of other tenants in the Shopping Center so that Tenant's Work shall not interfere

with or delay completion of other construction in the Shopping Center.

c. In the event Tenant's Work and Landlord's Work shall progress simultaneously, Landlord shall not be liable for any injury to persons or damage to property of Tenant, or of Tenant's employees, licensees or invitees from any cause whatsoever occurring upon or about the Leased Premises, and Tenant shall and will indemnify, defend and save Landlord harmless from any and all liability and claims arising out of or connected with any injury or damage. Tenant acknowledges that these provisions become effective beginning upon the date Tenant or its agents first enter the Leased Premises. This obligation to indemnify shall include reasonable attorneys' fees and other reasonable costs, expenses and liabilities incurred by Landlord and its attorneys from the first notice that any claim or demand is to be made or may be made.

d. Work performed by Tenant or Tenant's contractor shall be performed so as to avoid a labor dispute. If there is a labor dispute, Tenant shall immediately undertake whatever action may be necessary to eliminate the dispute including, but not limited to, (i) removing all disputants from the job site until the labor dispute is over, (ii) seeking an injunction in the event of a breach of contract action between Tenant and Tenant's contractor and (iii) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute. If, during the period of initial construction of the Leased Premises, any of Tenant's employees, agents or contractors strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are conducted or carried out against Tenant or its employees, agents or contractors, Tenant shall immediately close the Leased Premises and remove all employees until the dispute giving rise to the strike, picket line, boycott or objectionable activity has been settled to Landlord's satisfaction.

e. Tenant agrees that it will not, at any time prior to or during this Lease, including the period of the performance of Tenant's Work, either directly or indirectly employ or permit the employment of any contractor, or use any materials in the Leased Premises, if the use of the contractor or the materials would, in Landlord's sole opinion, create a difficulty, strike or jurisdictional dispute with other contractors engaged by Tenant or Landlord or others, or would in any way disturb the construction, maintenance or operation of the Shopping Center. If any interference or conflict occurs, Tenant, upon demand by Landlord, shall cause all contractors or all materials causing the interference, difficulty or conflict, to leave or be removed from the Shopping Center immediately.

f. Tenant's Work shall be subject to inspection by Landlord during the course of construction for the purpose of determining the quality of the workmanship and adherence to Landlord requirements. Tenant shall require its contactor to cooperate with Landlord and correct any deficiencies noted by Landlord. All work performed by Tenant during the Term of the Lease shall be performed in accordance with this Lease, all exhibits thereto, the Tenant Design Manual and as directed by Landlord's representative.

g. All work by Tenant, including repair work, shall be performed in a first-class workmanlike manner and shall be in a good and usable condition at completion. Tenant shall require any person performing work to guarantee that the work is free from any and all defects in workmanship and materials for one (1) year from the date of completion. Tenant shall also require any such person to be responsible for the replacement or repair, without additional charge, of work done or furnished by or through such person which shall become defective within one (1) year after substantial completion of the work. The correction of work shall include, without additional charge, all expenses and damages in connection with the removal, replacement or repair of any part of work which may be damaged or disturbed. All warranties or guarantees for materials or workmanship on or regarding Tenant's Work shall be contained in the contract or subcontract. The contract shall be written so that all warranties and guarantees shall inure to the benefit of both Landlord and Tenant, as their respective interests appear, and so that either party can directly enforce the contract.

h. In the event Tenant or Tenant's contractor fails to perform Tenant's Work, or any part of Tenant's Work, in a manner satisfactory to Landlord within 10 days after receipt of Landlord's punch list, Landlord shall have the right, in addition to and not in lieu of Landlord's other rights and remedies, to perform the work and Tenant shall pay Landlord for costs incurred by Landlord in such performance.

O. INSURANCE REQUIREMENTS

Tenant's contractor must fulfill the following insurance requirements, and shall maintain at no

expense to Landlord:

a. Workers' Compensation Insurance within statutory limits and Employer's Liability Insurance with limits of not less than $100,000.

b. General Liability Insurance with limits of not less than $2,000,000 combined single limit for bodily injury and property damage, including personal injury, Contractual Liability coverage specifically endorsed to cover the indemnity provisions contained herein and Contractor's Protective Liability coverage if contractor uses subcontractors.

c. Motor Vehicle Liability Insurance in the Contractor's name, including owned, non-owned, leased and hired car coverage with limits of not less than $2,000,000 combined single limit per occurrence for bodily injury and property damage.

d. Tenant shall cause each of its contractors to agree to name Landlord, the parents, subsidiaries and affiliates of Landlord and if Landlord elects, any owner or other occupant in or adjoining the Shopping Center, as Additional Insureds on Contractor's Commercial General Liability Insurance and Motor Vehicle Liability Insurance. In addition to the insurance Tenant is required to maintain under ARTICLE 19, Tenant shall maintain Builders Risk Insurance including water damage and earth movement for the full replacement cost of Tenant's Work.

e. Each of Tenant's contractors shall also, to the fullest extent permitted under the law, protect, defend, save harmless and indemnify Landlord, the parents, subsidiaries and affiliates of Landlord, and if Landlord elects, any owner or other occupant in or adjoining the Shopping Center, and their employees, officers and agents against any and all liability claims, demands or expenses incurred on account of any injury or damage, alleged or real, arising out of or in any way connected with any act or omission to act on the part of the indemnitor.

f. Certificate evidence of the required insurance shall be furnished to Landlord before the start of Tenant's Work. Insurance carriers shall have an AM Best's rating of A-VII or better, and shall be registered or authorized to do business in the state in which the Shopping Center is located.

P. GENERAL

1. Landlord's Access
Landlord, Tenant or any local utility company shall have the right, subject to Landlord's approval, to run utility lines, pipes, ducts, etc. above the Leased Premises. It shall be Tenant's responsibility to provide flush-mounted access panels in its finished work where required by Landlord.

2. Additional Landlord's Work
Landlord shall have the right to charge Tenant for certain improvements and other work performed by Landlord or caused to be performed by Landlord at Tenant's request within the Leased Premises although they may not be itemized in the Lease. This work shall be paid for by Tenant as additional rental upon notice by Landlord. Landlord has no duty, however, to do any work which Landlord is not specifically and expressly required to perform under this Lease or which, under any provisions of this Lease, Tenant may be required to perform. The performance of work by Landlord shall not constitute a waiver of Tenant's default in failing to perform the work

3. Hazardous Materials
Tenant shall comply with any existing or future city, state, county or federal regulations or legislation regarding the control of pollution. Tenant shall not use or install, nor shall permit its contractors to use or install, any building materials containing asbestos or other Hazardous Material. Upon expiration of the Term or the earlier termination of this Lease, Tenant shall provide Landlord with a statement signed by Tenant that the Leased Premises do not contain any Hazardous Material. If Tenant fails to do so, Landlord shall have the right to have the Leased Premises inspected for the presence of Hazardous Material, and if Hazardous Materials are present in the Leased Premises, to take all actions which are necessary to return the Leased Premises to the condition it was in prior to the presence of Hazardous Material in the Leased Premises, all at Tenant's expense. This obligation by Tenant shall survive the Expiration Date or earlier termination of this Lease and shall survive any transfer of Landlord's interest in the Shopping Center.

4. Tenant's Refuse
Tenant is responsible for keeping the Leased Premises, the corridor, mall or arcade adjacent to the Leased Premises broom clean and free of trash. If Landlord removes Tenant's or Tenant's contractor's trash, the charge to Tenant will be three (3) times Landlord's cost. Any material, whether trash or otherwise, placed outside of the Leased Premises for more

than 24 hours shall be subject to removal and disposal without notice.

5. Certificate of Occupancy

Tenant is responsible for obtaining a Certificate of Occupancy promptly following completion of Tenant's Work, and shall promptly forward a copy of it to Landlord prior to Tenant opening for business in the Leased Premises. Tenant shall not be permitted to open for business without a Certificate of Occupancy. Upon completion of Tenant's Work or any alterations under ARTICLE 12 of the Lease, Tenant shall submit an original contractor's notarized affidavit, all subcontractors' original notarized affidavits and original notarized final waivers of lien, as well as any original notarized lien waivers that Landlord may require from contractors, subcontractors, laborers, and material suppliers. The documents must be in a form and detail satisfactory to Landlord.

6. Lien Protection

a. Neither Landlord nor any mortgage lender of Landlord shall be liable for any labor or materials furnished to Tenant upon credit, and no mechanics or other lien for labor or materials shall attach to or affect any interest of Landlord or the mortgage lender in the Leased Premises or the Shopping Center. Nothing in this Lease shall be deemed or construed to constitute Tenant as Landlord's agent or contractor for the performance of Tenant's Work. Tenant acknowledges that Tenant's Work is to be performed solely for the benefit of Tenant. Nothing in this Lease shall be construed as constituting the consent or request of Landlord to any contractor for the performance of labor or the furnishing of any materials for Tenant, nor as giving Tenant authority to contract as the agent of or for the benefit of Landlord.

b. If Landlord's insurance premium or real estate tax assessment increases as a result of Tenant's improvements to the Leased Premises, Tenant shall pay the increase as additional rental upon notice from Landlord.

7. Square Footage Calculations

The calculations of the dimensions and square footage of the Leased Premises are from the centerline of interior partitions, from the outside face of exterior walls, and from the full thickness of corridor and shaft walls. No deductions are allowed for the space occupied by columns, interior partitions, or other interior construction or equipment installed or placed in the Leased Premises. The Leased Premises shall not include any space above the bottom of the structural framework supporting the upper level or roof of the Shopping Center, as the case may be, or below the floor level of the Leased Premises.

EXHIBIT F
HVAC CHARGE SCHEDULE

ALL TENANTS

Natick Mall
NATICK, Massachusetts

I. GENERAL

The charges described in this EXHIBIT F shall be deemed a portion of the Environmental Charges for purposes of ARTICLE 16 and shall be deemed additional rental under this Lease. The methods of computation and the factors and assumptions contained herein are subject to periodic adjustment and modification by Landlord in order to more accurately reflect changing operating conditions including, without limitation, changes in applicable codes, statutes, laws, ordinances and regulations.

As part of Tenant's plan submittal, Tenant shall provide to Landlord a complete description of all electrical, natural gas, water and sewer devices and equipment serving the Leased Premises. Such description shall include detailed specifications for such devices and equipment including, without limitation, the quantities and capacities.

~~II. ENVIRONMENTAL CHARGE FOR HEATING, VENTILATION, AIR CONDITIONING (the "HVAC Environmental Charge")~~

~~A. CHARGE FOR LANDLORD PROVIDED HVAC EQUIPMENT, MAINTENANCE AND NON-ENERGY OPERATION EXPENSES~~

~~Tenant shall be obligated to pay a HVAC Equipment, Maintenance and Non-Energy Operation Charge in the amount of $2.50 per square foot of the Leased Premises, subject to an increase in the amount of 4% each January 1 following the Opening Date. This charge is for the cost and expense of the Landlord provided HVAC system to the Leased Premises, together with its repairs and maintenance, materials and supplies, wages and other compensation (including supervisory personnel), Workers' Compensation, payroll taxes and compressor or boiler insurance and all other non-energy costs or expenses. As Tenant's payments due hereunder are predetermined and not subject to adjustment except as expressly provided herein, Tenant shall have no express or implied right to examine, inspect or audit Landlord's records pertaining to the HVAC Equipment, Maintenance and Non-Energy Operation Expenses.~~

~~B. LANDLORD PROVIDED HVAC SYSTEM ENERGY EXPENSE~~

~~1. Tenant shall also pay its share of the energy expenses necessary to operate the Landlord provided HVAC System. Landlord's engineer shall calculate Tenant's share of the HVAC System Energy Expense based on the anticipated cooling load required for the Leased Premises based upon Tenant's Plans. The calculation may be further adjusted to the extent Tenant varies the temperature of the Leased Premises from the standard Shopping Center temperature set point or otherwise modifies the Leased Premises such that the cooling load might be affected.~~

~~2. Tenant's share of HVAC System Energy Expense shall be computed by multiplying the applicable energy expenses and costs incurred by Landlord in connection with operating the Landlord provided HVAC System (i.e., electricity, natural gas, water, steam and sewer (as the case may be)), by a fraction, the numerator of which shall be Tenant's relative cooling load factor, and the denominator of which shall be the total of all relative cooling load factors for non-Anchor spaces in the Shopping Center which are leased, open and operating, and which utilize the corresponding Landlord provided HVAC system.~~

~~3. Prior to Tenant adding or removing equipment or devices or otherwise modifying the Leased Premises to either increase or decrease usage of HVAC services, or modifying its hours of operations, Tenant shall notify Landlord of such modification or change in writing and shall provide Landlord's engineer with a detailed description of the change or modification. Landlord's engineer shall then recalculate the Tenant's cooling load factor. The revised HVAC load factor shall become effective as of the date the modifications or changes are made. Landlord, at Landlord's Option, may elect to check Tenant's consumption of HVAC services from time to time and adjust the HVAC load factor accordingly.~~

C. TENANT SUPPLIED HVAC

For Leased Premises for which Tenant supplies its own HVAC services, the provisions of Lease EXHIBIT C and Lease ARTICLE 16 shall apply (in lieu of paragraphs A & B above), and Tenant shall be responsible for all costs and expenses relating to Tenant's own HVAC services.

EXHIBIT M

Bread and Pastries, including but not limited to:

- Pastry and Pie
- Pan Bread
- Baguette
- Croissant
- Croquette
- Doughnut
- Muffin

Cake, including but not limited to:

- Fresh Cream Cake
- Butter Cream Cake
- Mousse Cake

Light Meals, including but not limited to

- Sandwiches
- Salads
- Soup
- Bento

Deserts, including but not limited to:

- Madeleine
- Macaron
- Castella
- Rice Bouchee
- Pudding
- Cookie
- Roll cake
- Moon cake
- Mochi

Specialty Drinks, including but not limited to:

- Coffee
- Juice & Ade
- Smoothie & Bubble
- Tea/Bubble tea
- Milk
- Frappe

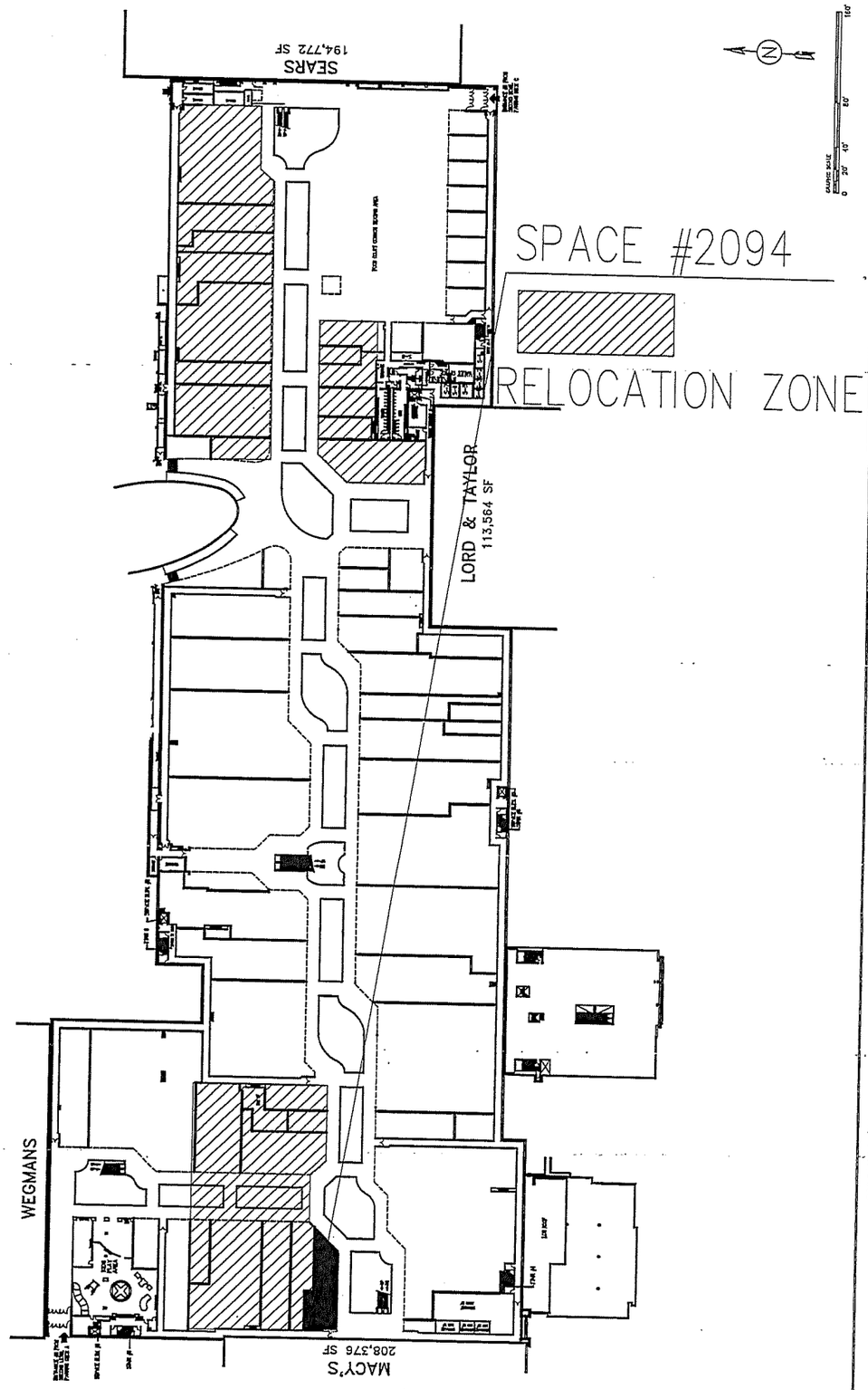
Snacks, including but not limited to:

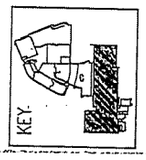
- Popcorn
- Candy
- Ice Cream
- Bun

Seasonal Items, including but not limited to:

- Christmas cakes/deserts
- Valentine's cakes/deserts
- Halloween cakes/deserts

Landlord may disallow any item as set forth herein in the event such item is not consistent with all or substantially all of the Tour Les Jour menu items and/or Asian/French bakeries located in the United States.





NOTE:

EXHIBIT A IS FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED ONLY AS A GENERAL DESCRIPTION OF EXISTING OR CONTEMPLATED IMPROVEMENTS TO BE MADE AS A PART OF THE SHOPPING CENTER, PROVIDED THAT LANDLORD MAKES NO REPRESENTATION THAT ANY FUTURE DEVELOPMENT WILL OCCUR AS SHOWN.

SPECIFIC NAMES, LOCATIONS, DIMENSIONS OF ANY STORES, ENTRANCES, OR IMPROVEMENTS ARE NOT INTENDED TO BE, NOR SHOULD BE RELIED UPON AND ARE SUBJECT TO CHANGE, MODIFICATION AND DELETION BY LANDLORD OR OTHER PARTIES, AND ARE NOT A REPRESENTATION OF, OR WARRANTY AS TO THE OPENING OR CONTINUED OPERATION OF ANY STORE NAMED OR DEPICTED IN THIS EXHIBIT A.

UPPER LEVEL

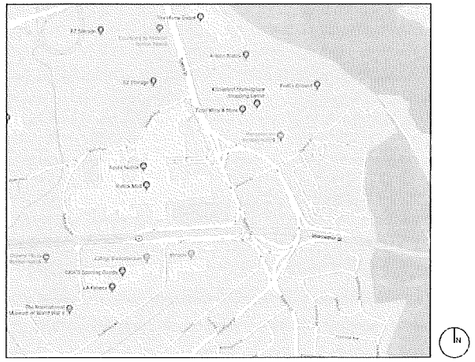
EXHIBIT R	NATICK MALL NATICK, MASSACHUSETTS	**Brookfield** Properties

M:\ORG\Teams\Development Teams\CAD_Centers\Mall Plans\MASSACHUSETTS\NATICK MALL_LP1-2\Exhibits\Natick Mall-2094.dwg 12/14/2018 Gorczowski, Annette

Tous Les Jours Bakery at Natick Mall

Space #2094 - 2nd Floor
1245 Worcester St, Natick MA 01760

LOCUS MAP



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ARCHITECT

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DRAWING LIST

		DATE ISSUED						
* NEW OR REVISED ISSUE / NON REVISED ISSUE x DRAWING DEFUNCT AT NOTED PHASE		04.01.19 CONSTRUCTION DOCUMENTS						
	GENERAL							
A0.01	COVER SHEET	*						
A0.02	NOTES AND LEGENDS	*						
A0.03	EGRESS PLAN - CODE SUMMARY	*						
D1.01	DEMOLITION PLAN	*						
A1.01	CONSTRUCTION PLAN	*						
A2.01	REFLECTED CEILING PLAN	*						
A3.01	POWER + F.S.F. PLAN	*						
A3.02	FINISH PLAN	*						
A5.01	INTERIOR ELEVATIONS	*						
A5.02	INTERIOR ELEVATIONS	*						
A7.01	CONSTRUCTION DETAILS	*						
A7.02	CONSTRUCTION DETAILS	*						
A9.01	DOOR + HARDWARE SCHEDULE	*						
A9.01	FINISH SCHEDULE	*						
	FIRE PROTECTION							
FG.01	FIRE PROTECTION LEGENDS, NOTES + SCHEDULES	*						
FG.02	FIRE PROTECTION DETAILS	*						
F1.00	FIRE PROTECTION FLOOR PLAN	*						
	PLUMBING							
P0.01	PLUMBING LEGENDS, NOTES + SCHEDULES	*						
P0.02	PLUMBING DETAILS	*						
P0.03	PLUMBING DETAILS	*						
P0.04	PLUMBING SCHEDULES	*						
P1.00	PLUMBING FLOOR PLAN	*						
	MECHANICAL							
M0.01	MECHANICAL LEGEND + SPECIFICATIONS	*						
M0.02	MECHANICAL SCHEDULES	*						
M0.03	MECHANICAL DETAILS	*						
M0.04	MECHANICAL FLOOR PLAN	*						
M1.00	MECHANICAL FLOOR PLAN	*						
	ELECTRICAL							
E0.1	ELECTRICAL LEGEND – SPECIFICATIONS	*						
E0.2	ELECTRICAL LEGEND – SPECIFICATIONS	*						
E0.3	ELECTRICAL LEGEND - SPECIFICATIONS	*						
E0.4	ELECTRICAL LEGEND – SPECIFICATIONS	*						
E0.5	ELECTRICAL LEGEND – SPECIFICATIONS	*						
E1.0	ELECTRICAL LIGHTING PLAN	*						
E2.0	ELECTRICAL POWER PLAN	*						
	FIRE ALARM							
FA0.1	FIRE ALARM RISER DIAGRAM	*						
FA1.0	FIRE ALARM FLOOR PLAN	*						

LANDLORD REQUIRED CONTRACTORS

VERIFY w/ ADAM SKRZYPCZAK

ELECTRICAL SERVICE / FIRE ALARM / SMOKE EVACUATION / HVAC CONTROLS / AIR BALANCING / WATER METER
UNIVERSAL AUTOMATION – MECHANICAL SERVICES
841 WORCESTER RD #512
NATICK, MA 01760
CONTACT: BRIAN SULLIVAN
EMAIL: BRIAN@SULLIVANS-UAMSERVICE.COM
PHONE: 508.660.6003

SPRINKLER
SIMPLEX-GRINNELL
63 NAHATAN ST
NORWOOD, MA 02062
CONTACT: JOSH SILVIA
PHONE: 617.965.5900

ROOFING
TECTA AMERICA ROOFING
CONTACT: DON FARFAN
PHONE: 978.436.9900

BARRICADE
BOSTON BARRICADE
CONTACT: MIKE MISIEL
PHONE: 772.257.7395

TEL / DATA
GRANITE GRID
CONTACT: BRIAN YANOVITCH
PHONE: 978.436.9900

LANDLORD CONTACTS

MALL OPERATIONS
CONTACT: ADAM SKRZYPCZAK, OPERATIONS MANAGER
EMAIL: ADAM.SKRZYPCZAK@BROOKFIELDPROPERTIESRETAIL.COM
PHONE: 508.655.4600 x4236

MALL SECURITY
CONTACT: SECURITY OFFICER
PHONE: 508.655.4600 - 24 HOURS

BUILDING INSPECTOR
NATICK BUILDING DEPARTMENT
13 EAST CENTRAL STREET
NATICK, MA 01760
CONTACT: DAVE GUSMINI
PHONE: 508.647.6509

FIRE DEPARTMENT
NATICK FIRE DEPARTMENT
22 EAST CENTRAL STREET
NATICK, MA 01760
CONTACT: ROCKY FRANCIOUS (PERMITS/INSPECTOR)
PHONE: 508.647.9656
CONTACT: MAURICE PILETTE (PLAN REVIEW)
PHONE: 508.653.5452

LANDLORD NOTES:

A. IT IS THE TENANT'S OBLIGATION TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL ORDINANCES, BUILDING CODES AND REGULATIONS

B. TENANT CONTRACTOR SHALL PERFROM FIRST-CLASS WORKMANSHIP. ACCEPTANCE CONTINGENT UPON LANDLORD APPROVAL

C. ALL WORK BY TENANT'S CONTRACTOR UNLESS SPECIFIED IN THE TENANT'S EXECUTED LEASE

D. TENANT CONTRACTOR WILL REPAINT AND/OR REPAIR LANDLORD PROPERTY (NEUTRAL PIERS, BULKHEAD, REAR CORRIDOR, ETC.) DAMAGED DURING TENANT IMPROVEMENTS

E. ALL RE-USED MATERIAL / EQUIPMENT MUST BE REFURBISHED TO "LIKE NEW" CONDITION.

F. TENANT CONTRACTOR WILL REPAINT AND/OR REPAIR LANDLORD PROPERTY (NEUTRAL PIERS, BULKHEAD, REAR CORRIDOR, ETC.) DAMAGED DURING TENANT IMPROVEMENTS.

G. HAZARDOUS SUBSTANCES: IT IS THE RESPONSIBILITY OF THE TENANT AND THE TENANT'S CONTRACTOR(S) WHEN PREPARING FOR AND PROCEEDING WITH CONSTRUCTION ON THE PREMISES, TO COMPLY WITH ALL REQUIREMENTS OF ALL APPLICABLE LAWS CONCERNING HAZARDOUS SUBSTANCES. THE TENANT SHALL NOT PERMIT THE INSTALLATION OR USE OR ANY HAZARDOUS SUBSTANCES IN ANY COMPONENT OF THE PREMISES DURING ITS TENANCY.

H. DO NOT CHANNEL, CORE DRILL ONLY.

I. TENANT'S GENERAL CONTRACTOR MUST HAVE ON SITE THE LANDLORD'S APPROVED WORKING DRAWINGS, LANDLORD'S LEASE OUTLINE DRAWING, APPROVED PERMIT DOCUMENTS, AND LANDLORD'S CONSTRUCTION GUIDELINES AND DESIGN CRITERIA.

J. WOOD BLOCKING, DECKING AND FRAMING IS ALLOWED ONLY BELOW THE CEILING LINE AND IF IT IS MILL, STAMPED "FIRE RETARDANT."

K. IT IS THE RESPONSIBILITY OF THE TENANT'S ARCHITECT TO FIELD VERIFY DIMENSIONS, UTILITY LOCATIONS AND CONDITIONS PRIOR TO AND DURING CONSTRUCTION.

L. COVER RETURN AIR OPENINGS BEFORE AND DURING CONSTRUCTION.

M. TENANT'S LEASED PREMISES MUST COMPLY WITH TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA). COMPLIANCE WILL INCLUDE, BUT NOT BE LIMITED TO THE DESIGN, CONSTRUCTION AND/OR ALTERATION OF THE LEASED PREMISES. UPON COMPLETION OF WORK, TENANT OR TENANT'S ARCHITECT MUST SUPPLY TO LANDLORD A LETTER SATISFACTORY TO THE LANDLORD, STATING THAT THE LEASED PREMISES HAVE BEEN DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ADA.

N. TENANT'S GENERAL CONTRACTOR IS REQUIRED TO MEET WITH LANDLORD AT THE MALL OFFICE PRIOR TO START OF CONSTRUCTION FOR A PRE-CONSTRUCTION MEETING TO DISCUSS CONSTRUCTION RELATED ITEMS. CONTACT MALL OPERATIONS MANAGER, RALEIGH KEAN, AT 630.656.3423

O. LANDLORD'S APPROVAL OF THE PLANS, SPECIFICATIONS AND DRAWINGS FOR TENANT'S WORK SHALL CREATE NO RESPONSIBILITY OR LIABILITY ON THE PART OF THE LANDLORD FOR THEIR COMPLETENESS, DESIGN SUFFICIENCY, OR COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OR OTHER LAWS, RULES AND REGULATIONS OF GOVERNMENTAL AGENCIES OR AUTHORITIES.

P. ALL TENANTS SHALL CONTACT GRANITE GRID FOR ACTIVATION OF PHONE/INTERNET SERVICE. GRANITE SALES AND SERVICE TEAM CAN BE REACHED AT 844.735.8473 OR WWW.GRANITEGRID.COM/GRID. INSTALLATIONS CAN TAKE UP TO 20 DAYS FROM THE TIME THE ORDER IS PLACED.

Q. NOTE: TENANT MUST SUBMIT MATERIAL SAMPLES AND COLOR BOARD FOR APPROVAL.

R. ALL LANDLORD NOTES AND COMMENTS MUST APPEAR ON FINAL REVISED DRAWINGS AND MUST APPEAR ON ALL DRAWINGS IN THE FIELD.

LANDLORD NOTES ON NATICK BUILDING PERMIT PROCESS:

FOR THE PERMIT PROCESS,

- LL REQUIRED SUBS FOR FIRE ALARM AND FIRE PROTECTION NEED TO BE CONTACTED TO ISSUE AFFIDAVIT TO THE FIRE DEPARTMENT AS PART OF TOWN PLAN REVIEW PROCESS
- TIMELINE TO OBTAIN PERMIT FROM THE TOWN IS TYPICALLY 30 DAYS
- LANDLORD APPROVED DRAWINGS NEED TO BE SUBMITTED TO THE TOWN ALONG WITH LL APPROVAL LETTER.
- THE TOWN HAS BEEN REQUESTING A DIGITAL COPY AS WELL AS A HARD COPY FOR PLAN REVIEW. CONTACT BUILDING DEPARTMENT TO CONFIRM 508.647.6450
- LANDLORD REQUIRED CONTRACTORS FOR FIRE ALARM AND FIRE PROTECTION NEED TO BE CONTACTED TO WRITE AN AFFIDAVIT TO FIRE DEPARTMENT ON THEIR LETTERHEAD THAT THEY ARE ON BOARD WITH THE PROJECT. NATICK WILL NOT FINALIZE PERMIT PROCESS WITHOUT THESE AFFIDAVITS IN HAND.

LANDLORD REQUIREMENTS AT NATICK MALL - (8/16/19)
(VERIFY REQUIRED UPGRADES WITH MALL OPERATIONS MANAGER PRIOR TO BID AND WORK START)

1. WATER METER: TENANT CONTRACTOR TO PROVIDE NEW WATER METER IN A LOCATION ACCESSIBLE TO LANDLORD. UNIVERSAL AUTOMATION + MECHANICAL SERVICES IS THE REQUIRED VENDOR.

2. SPRINKLER WORK: TENANT REMODEL TO INCLUDE NEW CONCEALED SPRINKLER HEADS AND ISOLATION VALVE. CONTACT LANDLORD SPRINKLER CONTRACTOR FOR SPECIFIC REQUIREMENTS. FOR ALL SPRINKLER WORK WITH ASSOCIATED WITH TENANT AND COMMON AREA FIT-OUTS CONTACT:

   JOSH SILVIA
   SIMPLEX-GRINNELL
   617.965.5900

- THE MALL REQUIRED SPRINKLER CONTRACTOR DESIGNS THE SPRINKLER SYSTEM TO COMPLY WITH GROUP INSURANCE STANDARDS AND LOCAL CODE REQUIREMENTS
- PRIOR TO DEMOLITION, A VERTICAL ISOLATION VALVE IS INSTALLED IN THE SPACE

3. FIRE ALARM: TENANT REMODEL TO INCLUDE UPGRADE TO EXISTING SYSTEM INCLUDING NEW CEILING MOUNTED HORN STROBES. CONTACT LANDLORD FIRE ALARM CONTRACTOR (UNIVERSAL AUTOMATION) FOR SPECIFIC REQUIREMENTS AND SPECIFICATIONS. THE MALL REQUIRED FA CONTRACTOR DESIGNS FA SYSTEM PER LOCAL CODE REQUIREMENTS

- ALL STORES WILL BE REQUIRED TO INSTALL A NEW FA SYSTEM.
- ALL SPEAKER STROBES ARE CEILING MOUNTED DESIGN UNLESS OTHERWISE REQUIRED.
- THE INSTALLATION OF A NEW BOOSTER PANEL WILL BE DETERMINED BY THE REQUIRED FA CONTRACTOR.
- THE NEW ISOLATION VALVE IS WIRED INTO MALL FA SYSTEM (SEE SPRINKLER NOTES).

4. ELECTRICAL WORK: ALL ELECTRICAL WORK NEEDED TO BE PERFORMED IN LANDLORD SWITCHGEAR TO TENANT'S JUNCTION BOX, MUST BE CONDUCTED BY LANDLORD ELECTRICAL CONTRACTOR (UNIVERSAL AUTOMATION).

5. TRANSFORMER: ON ALL NEW STORE CONSTRUCTION OR WHERE ELECTRICAL UPGRADES ARE BEING PERFORMED, THE TRANSFORMER NEEDS TO BE FLOOR MOUNTED.

6. HVAC CONTROLS: FOR NEW TENANT BUILD-OUT OR REMODEL OF AN EXISTING SPACE, TENANT MUST PROVIDE NEW VAV BOX, INCLUDING NEW CONTROLS AND ACTUATOR. CONTACT LANDLORD HVAC / SMOKE EVACUATION CONTRACTOR FOR SPECIFIC REQUIREMENTS.

7. NEW VAV BOX: MUST BE COMPATIBLE WITH MALL CONTROL SYSTEM. BOXES SHALL BE MANUFACTURED BY "JOHNSON CONTROLS - SERIES POWERED (WITH ELECTRIC HEAT)." CONTACT:

   APA HVAC TECHNOLOGIES
   RAFFI A. WRIGHT OR SEAN SULLIVAN
   4 CAMPINELLI CIRCLE
   CANTON, MA 02021
   781.956.1900
   WWW.APAV.COM

   THE VAV BOX IS TO INCLUDE: 5KW 2-STEP 460/3/60 ELECTRIC HEAT WITH FAN RELAY, 24V CONTROL TRANSFORMER, NON-FUSED DOOR w/ INTERLOCKING DISCONNECT SWITCH, MOTOR SPEED CONTROLLER, FILTER RACK w/ DISPOSABLE FILTER, ONE FAN w/ ½ HP MOTOR @ 277/1/60 (MOTOR SIZE DEPENDS ON STORE SPECIFICATIONS), CROSS FLOW SENSOR CONTROL BOX, PURCHASE VAV WITH HANGERS PROVIDED BY MANUFACTURER.

   REFER TO M-SERIES OF LANDLORD'S CONSTRUCTION DETAILS - CRITERIA (NOTE: TENANT DOES NOT BUY VAV BOX FROM LANDLORD)

8. BALANCING REPORT: TENANT SHALL BE RESPONSIBLE FOR BALANCING ALL COMPONENTS OF THE AIR DISTRIBUTION SYSTEM RELATED TO THE TENANT'S SPACE. THE REQUIRED VENDOR IS UNIVERSAL AUTOMATION. IF THE LANDLORD REQUIRES ADJUSTMENTS TO THE TENANT'S AIR DISTRIBUTION SYSTEM, THE TENANT SHALL MAKE THE ADJUSTMENTS AT TENANT'S EXPENSE. A COPY OF THE BALANCE REPORT MUST BE SUBMITTED TO THE MALL OPERATIONS MANAGER UPON COMPLETION.

9. IF A CRANE IS NEEDED FOR ANY HVAC WORK, CRANE CONTRACTOR IS REQUIRED TO SUBMIT A SEPARATE CERTIFICATE OF INSURANCE TO THE MALL'S OPERATIONS MANAGER, PRIOR TO START OF WORK.

10. DEMISING WALLS: DUE TO OPEN PLENUM RETURN, DEMISING WALLS SHOULD NOT EXTEND TO DECK EXCEPT WHERE THEY BORDER A SERVICE CORRIDOR OR AT THE STOREFRONT. COORDINATE w/ MALL OPERATIONS MANAGER FOR SPECIFIC CONDITION (ENTIRE MALL).

11. PERMITTING REQUIREMENTS: TENANT MUST SUBMIT DRAWINGS w/ LANDLORD APPROVAL AND COMMENTS TO BUILDING DEPARTMENT FOR APPROVAL.

- FIRE DEPARTMENT REQUIRES CONFIRMATION FROM LANDLORD REQUIRED CONTRACTORS THAT TENANT HAS CONTRACTED WITH THEM FOR WORK, AS REQUIRED BY LANDLORD. GC MUST POSSESS A VALID MASSACHUSETTS GENERAL CONTRACTOR LICENSE

12. GENERAL CONTRACTOR MUST COORDINATE ANY AFTER HOUR WORK WITH THE MALL OPERATIONS MANAGER

13. MUST PROVIDE LOAD CALCULATIONS FOR ELECTRIC AND HVAC - NO EXCEPTIONS.

TRUE NORTH

REGISTERED ARCHITECT
VINCE PAN
NO. 20568
BOSTON
MA
COMMONWEALTH OF MASSACHUSETTS

ANALOGUE STUDIO

Tous Les Jours

Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/30/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

COVER SHEET

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: MM
CHECKED BY: BA

A0.01

ABBREVIATIONS

NOTE: SOME OF THE SYMBOLS OR ABBREVIATIONS LISTED BELOW MAY NOT BE APPLICABLE TO THE SCOPE OF WORK FOR THIS PROJECT.

ACT	ACOUSTICAL CEILING TILE
AFF	ABOVE FINISHED FLOOR
BD	BOARD
BG	BUMPER GUARD
B.O	BOTTOM OF
CAB	CABINET
CG	CORNER GUARD
℄	CENTER LINE
CML	CONCRETE MASONRY UNITS
CPT	CARPET
DB	DRAWER BASE
DW	DIMENSION
FTR	FIXTURE TO REMAIN
EW	EMERGENCY LIGHTING
EP	ELECTRICAL PANEL
EQ	EQUAL
FEC	FIRE EXTINGUISHER CABINET
GC	GENERAL CONTRACTOR
GWB	GYPSUM WALL BOARD
HM	HOLLOW METAL
IFC	ISSUED FOR CONSTRUCTION
KH	KNIFE HOLE
MBD	MARKER BOARD
ME	MATCH EXISTING
MTD	MOUNTED
MO	MASONRY OPENING
NFC	NOT FOR CONSTRUCTION
NIC	NOT IN CONTRACT
OC	ON CENTER
OPP	OPPOSITE
PT	PRESSURE TREATED
PTD	PAINTED
SIM	SIMILAR
S.S	STAINLESS STEEL
TB	TACKBOARD
TG	TEMPERED GLASS
T.O.	TOP OF
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VCT	VINYL COMPOSITION TILE
VF	VERIFY IN FIELD
WB	WHITEBOARD
WD	WOOD
W/	WORKING FOINT

LINE TYPES

COLUMN LINES

UNDERCOUNTER LINES

OVERCOUNTER LINES

SOFFITS

CENTERLINES

CONTRACT LIMIT LINE

BREAK LINES

PROPERTY LINES

VAPOR BARRIER

LEGEND

NOTE: SOME OF THE SYMBOLS OR ABBREVIATIONS LISTED BELOW MAY NOT BE APPLICABLE TO THE SCOPE OF WORK FOR THIS PROJECT.

GRAPHIC SYMBOLS

ELEVATION MARKER — ELEVATION 0'-0"

WALL TYPE KEY — WALL TYPE LETTER

SECTION KEY — SECTION NUMBER / SHEET NUMBER

DETAIL KEY — DETAIL NUMBER / SHEET NUMBER

PLAN DETAIL KEY — DETAIL NUMBER / SHEET NUMBER

ROOM IDENTIFICATION — ROOM NAME / ROOM NUMBER

INTERIOR ELEVATION KEY — ELEVATION NUMBER / SHEET NUMBER

COLUMN GRID DESIGNATION

DOOR KEY

REVISION CLOUD & KEY

SHEET KEYNOTE TAG

FINISH NOTE TAG

EQUIPMENT TAG

CONSTRUCTION NOTES

DIMENSIONS: DIMENSIONS SHOWN ON THE PLANS ARE TO THE FACE OF THE FINISHED PARTITION OR WALL, UNLESS OTHERWISE NOTED. DO NOT SCALE DIMENSIONS FROM THE DRAWINGS.

LAYOUT: THE CONTRACTOR SHALL LAY OUT HIS OWN WORK AND SHALL PROVIDE ALL DIMENSIONS REQUIRED FOR THE WORK OF THE OTHER TRADES (PLUMBING, ELECTRICAL, ETC.). THIS SHALL INCLUDE THE CHALKING OF NEW WALLS, PARTITIONS, DOORS, GLAZING, MILLWORK AND FURNITURE SYSTEMS ON THE FLOOR FOR REVIEW AND APPROVAL BY ARCHITECT PRIOR TO BEGINNING CONSTRUCTION.

MISC. WORK: PERFORM ALL MINOR CUTTING, PATCHING, DISCONNECTION, REMOVAL AND REPAIRING NECESSARY TO COMPLETE THE WORK INDICATED IN THE CONSTRUCTION DOCUMENTS. INCLUDE MINOR WORK NOT USUALLY SHOWN OR SPECIFIED, BUT NECESSARY FOR PROPER CONSTRUCTION AND COMPLETION OF ANY PART OF THE WORK, WHERE ETR DOORS ARE LOCATED WITHIN AREAS RECEIVING NEW FLOOR FINISHES AND THRESHOLDS. CHECK DOORS TO VERIFY FOOT BOTTOMS DO NOT BIND, DRAG OR SCRAPE NEW FLOOR FINISHES. CUT DOOR BOTTOMS TO CLOSE PROPERLY.

PATCHING: PATCH NEW CONSTRUCTION INTO EXISTING-TO-REMAIN AREAS TO ACHIEVE A CONSISTENT MATCHING APPEARANCE OF THE ADJACENT FINISHES. PROVIDE SMOOTH TRANSITIONS BETWEEN NEW AND EXISTING-TO-REMAIN PLANES OF MATERIALS. AVOID CREATING LINES, CREASES OR JOINTS WHERE THE NEW AND EXISTING FINISHES MEET.

CEILING LAYOUT AND COORDINATION: CENTER CEILING GRID IN ROOMS, UNLESS OTHERWISE NOTED OR UNWARRANTED. LOCATE ALL LIGHT FIXTURES AND SPRINKLER HEADS IN THE CENTER OF FULL CEILING TILES, UNLESS OTHERWISE NOTED OR DIMENSIONED. SUBMIT SHOP DRAWINGS SHOWING A COORDINATED CEILING LAYOUT OF ALL EXPOSED ELECTRICAL, MECHANICAL AND FIRE PROTECTION ITEMS, FOR THE INTERIORS REVIEW AND APPROVAL. CLEARLY INDICATE AREAS WHERE ETR STRUCTURE MAY CAUSE DIMENSIONAL CONFLICTS WITH PROPOSED CEILING ELEVATION, FINISHES, FIXTURES, OR OTHER WORK.

SUPPORT OF LIGHT FIXTURES: DO NOT SUPPORT LIGHT FIXTURES FROM CEILING GRID SYSTEM. SUPPORT ALL LIGHT FIXTURES FROM STRUCTURE ABOVE AND INDEPENDENT OF THE CEILING GRID FRAMING SYSTEM.

ROUGH CARPENTRY: COORDINATE, FURNISH AND INSTALL DIMENSIONAL LUMBER FOR BLOCKING IN NEW AND EXISTING WALLS, SOFFITS AND CEILINGS REQUIRED FOR THE SUPPORT OF ALL EQUIPMENT, MILLWORK, CASEWORK, RAILS, ACCESSORIES, HOLDERS AND DEVICES INDICATED IN THE CONSTRUCTION DOCUMENTS. USE PRESSURE-TREATED WOOD WHERE IN CONTACT WITH CONCRETE OR DAMP CONDITIONS.

MILLWORK: ALL NEW MILLWORK IS TO BE CONSTRUCTED OF MATERIALS AND FABRICATED TO "PREMIUM GRADE" STANDARDS AS SPECIFIED BY THE AMERICAN NATIONAL WOODWORK INSTITUTE. ALL NEW MILLWORK IS TO BE FULLY COORDINATED THROUGH THE GENERAL CONTRACTOR FOR ALL MEP, FIXTURES, APPLIANCES, AND FOODSERVICE EQUIPMENT COORDINATION, FABRICATION AND INSTALLATION. OF ALL MATERIALS ARE TO CONFORM WITH INDIVIDUAL MANUFACTURERS RECOMMENDATIONS, INSTRUCTIONS AND SPECIFICATIONS.

SUBMITTALS: PROVIDE SHOP DRAWINGS FOR ALL FABRICATED ITEMS IN SUFFICIENT DETAIL TO FULLY DESCRIBE INTENT AND FIT WITHIN SPECIFIED CONDITION INCLUDE MATERIAL HOLES, DIMENSIONS, WOUNTING REQUIREMENTS, AND MATERIAL/FINISH SAMPLES. PROVIDE TECHNICAL DATA SHEETS FOR ALL NON-FABRICATED PRODUCTS SPECIFIED, INCLUDING GYPSUM WALLBOARD AND METAL FRAMING. CLEARLY INDICATE THE PRODUCT, MODEL, STYLE, SIZE, FINISH AND OPTIONS BEING SUBMITTED FOR REVIEW. ALLOW A MINIMUM OF 2 WEEKS FOR DESIGNER REVIEW AND COMMENT.

SUBSTITUTIONS: SUBSTITUTIONS TO MATERIALS, PRODUCTS OR STANDARDS SPECIFIED SHALL NOT BE MADE WITHOUT PRIOR REVIEW AND WRITTEN APPROVAL BY THE DESIGNER. REQUESTS FOR SUBSTITUTIONS MUST INCLUDE ALL RELATIVE TECHNICAL AND FINISH INFORMATION AND IMPACT ON COSTS AND ON OTHER WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ANY ACCEPTED SUBSTITUTIONS WITH THE OTHER WORK.

PROTECTION & CLEANUP: PROTECT ALL NEW CONSTRUCTION AND INSTALLED WORK FROM DAMAGE STAINING AND DIRT. AS PART OF THE PROJECT CLOSEOUT, REMOVE ALL EXTRA MATERIALS FROM THE SITE, CLEAN ALL GLASS, WINDOW FRAMES AND BLINDS FIXTURES, METAL AND LAMINATED SURFACES; SWEEP, VACUUM AND/OR MOPPED FLOOR FINISHES; AND LEAVE THE SITE IN A CLEAN AND ORDERLY CONDITION.

BIDDING NOTES

GENERAL CONTRACTOR TO PROVIDE ALL POTENTIAL SUB-CONTRACTORS WITH ALL DOCUMENTS FOR BIDDING SERVICE.

DEMOLITION NOTES

ADDITIONAL WORK: SEE SHEETS OF THE OTHER DISCIPLINES FOR ADDITIONAL DEMOLITION SCOPE AND NOTES.

SCOPE: DEMOLITION INCLUDES, BUT IS NOT LIMITED TO: FLOORING, CEILINGS, PARTITIONS, WALLS AND FINISHES AS INDICATED. COORDINATE EXTENTS OF DEMOLITION WITH CONSTRUCTION PLANS, AND PERFORM DEMOLITION AS NECESSARY TO COMPLETE THE NEW WORK.

VERIFICATION: FIELD VERIFY THE ACCURACY OF THE EXISTING CONDITIONS SHOWN IN THE CONSTRUCTION DOCUMENTS PRIOR TO BEGINNING DEMOLITION WORK. IMMEDIATELY NOTIFY THE CLIENT AND ARCHITECT OF ANY DISCREPANCIES. UPON COMPLETION OF THE DEMOLITION WORK, NOTIFY THE CLIENT AND ARCHITECT TO ALLOW THEIR INSPECTION AND EVALUATION OF CONDITIONS PREVIOUSLY CONCEALED. PROVIDE A COMPLETE LIST OF ALL VISIBLE WATER DAMAGE LOCATIONS.

PARTITIONS: WHERE STUD-FRAMED DRYWALL PARTITIONS, SOFFITS AND CEILINGS ARE INDICATED TO BE REMOVED, THIS SHALL MEAN DEMOLITION AND REMOVAL OF THE ENTIRE ASSEMBLY INCLUDING WALL FINISHES, FRAMING, BLOCKING, ACCESSORIES, TRIM, HOLDERS, ELECTRICAL DEVICES AND CONDUIT/WIRING. MAINTAIN ETR ELECTRICAL DEVICES AT OTHER ETR LOCATIONS SERVICED BY REMOVED CONDUITS.

SALVAGE WORK: CAREFULLY REMOVE DISASSEMBLE ALL ITEMS INDICATED TO BE SALVAGED. TAKE PRECAUTIONS TO AVOID DAMAGING THE ITEM DURING THE REMOVAL OR DISASSEMBLY PROCESS. PER CLIENT DIRECTION, STORE ALL SALVAGED ITEMS IN A SAFE, SECURE AND WATERPROOF LOCATION. PROTECT ITEMS FROM DAMAGE DURING STORAGE. RE-INSTALL SALVAGED ITEMS AS INDICATED IN THE CONSTRUCTION DOCUMENTS.

TEMPORARY DISCONNECTION OF UTILITIES: TEMPORARILY DISCONNECT ALL ETR UTILITIES REQUIRED TO PERFORM THE INDICATED WORK. COORDINATE THIS WORK WITH THE CLIENT PRIOR TO DISCONNECTING UTILITIES. SCHEDULE THE WORK AS NECESSARY TO MINIMIZE THE IMPACT TO OCCUPANTS. DO NOT DISCONNECT OR INTERRUPT SERVICES TO OCCUPANTS WITHOUT PRIOR WRITTEN APPROVAL FROM THE CLIENT. RE-CONNECT UTILITIES IMMEDIATELY AFTER COMPLETION OF THE WORK. RE-ROUTE UTILITIES/CONNECTIONS AS REQUIRED TO PROGRESS AROUND NEW CONSTRUCTION. PROVIDE BLANK COVER PLATES AT RECEPTACLES INDICATED TO BE ABANDONED IN PLACE.

PROTECTING ETR UTILITIES: VERIFY AND PROTECT ALL ETR CABLES PRIOR TO BEGINNING THE DEMOLITION WORK. DO NOT DAMAGE OR DISCONNECT EXISTING UTILITIES, UNLESS OTHERWISE NOTED. MAINTAIN FULL AND PROPER OPERATION OF THE BUILDING FIRE ALARM SYSTEM FOR THE DURATION OF THE DEMOLITION AND CONSTRUCTION WORK.

REMOVING UTILITIES WITHIN DEMOLISHED WORK: AT WALLS, PARTITIONS AND CASEWORK INDICATED TO BE DEMOLISHED, DISCONNECT AND REMOVE ALL PIPING, CONDUIT AND WIRING BACK TO A POINT OF CONCEALMENT. PROPERLY CAP AND/OR PLUG TERMINATED ENDS. MARK LOCATIONS OF TERMINATED UTILITY LINES AND WIRES.

REMOVING SAFETY EQUIPMENT AT DEMOLISHED WORK: AT WALLS, PARTITIONS AND CASEWORK INDICATED TO BE DEMOLISHED, REMOVE ALL SAFETY EQUIPMENT INCLUDING BUT NOT LIMITED TO FIRE EXTINGUISHERS, FIRE BLANKETS, AND FIRST AID KITS. SAVE FOR RELOCATION TO BE FIELD COORDINATED WITH CLIENT/ARCHITECT.

REMOVAL & DISPOSAL: OBTAIN ALL NECESSARY DEMOLITION PERMITS AND APPROVALS PRIOR TO PROCEEDING WITH THE WORK. DISPOSE OF ALL DEMOLISHED AND REMOVED MATERIALS IN A LEGAL METHOD PER APPLICABLE REGULATIONS. IMMEDIATELY NOTIFY THE ARCHITECT AND CLIENT OF ANY MATERIALS THAT ARE SUSPECTED OF CONTAINING HAZARDOUS MATERIALS.

STRUCTURE: TAKE PRECAUTIONS TO PROPERLY SUPPORT STRUCTURES AFFECTED BY DEMOLITION WORK. CEASE DEMOLITION WORK AND NOTIFY ARCHITECT AND CLIENT IMMEDIATELY IF THE SAFETY AND OR STRUCTURE APPEARS TO BE ENDANGERED. DO NOT RESUME OPERATIONS UNTIL SAFETY IS RESTORED. STRUCTURAL MEMBERS SHALL NOT BE MODIFIED OR CUT WITHOUT THE APPROVAL OF THE ARCHITECT AND STRUCTURAL ENGINEER.

FLOOR PREP: REMOVE EXISTING FLOOR FINISH AND ADHESIVES IN AREAS TO RECEIVE NEW FLOOR FINISH, UNLESS OTHERWISE NOTED. PREP REMAINING SUBFLOOR SURFACE TO COMPLY WITH MANUFACTURER'S RECOMMENDATIONS.

CLEANUP: UPON COMPLETION OF THE DEMOLITION WORK, REMOVE ALL DEMOLITION DEBRIS, MATERIALS AND TOOLS FROM THE SITE. DO NOT LEAVE ANY UNSAFE CONDITIONS RESULTING FROM THE DEMOLITION WORK. SWEEP AND LEAVE THE SITE IN A CLEAN AND ORDERLY CONDITION.

GENERAL NOTES

GENERAL CONTRACTOR: ALL REFERENCES TO "CONTRACTOR" MADE IN THE CONSTRUCTION DOCUMENTS SHALL MEAN THE GENERAL CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL SUBCONTRACTORS AND TRADES, UNLESS NOTED OTHERWISE. COORDINATE AND COOPERATE WITH THE OWNERS INDEPENDENT CONTRACTORS AND PERSONNEL CONCURRENTLY PERFORMING WORK WITHIN OR INTERFACING THE CONTRACT LIMITS.

ARCHITECT: ALL REFERENCES TO "ARCHITECT" MADE IN THE CONSTRUCTION DOCUMENTS ALL REFER TO ANALOGUE STUDIO.

CONTRACT LIMITS: ALL REFERENCES TO "CONTRACT LIMITS" MADE IN THE CONSTRUCTION DOCUMENTS SHALL MEAN ALL PRIMARY AREAS THAT CONTAIN CONSTRUCTION SCOPE OF WORK. LAYDOWN AND PRIMARY AREAS, SCAFFOLDING AND EXCAVATION AREAS, DUMPSTER AREAS, AND CONTRACTOR TRAVEL PATHS TO THESE AREAS ARE CONSIDERED PART OF THE INCIDENTAL CONTRACT AREA SUBJECT TO GENERAL REQUIREMENTS TYPICAL OF THE PRIMARY WORK AREAS.

ETR: ALL REFERENCES TO THE ABBREVIATION "ETR" MADE IN THE CONSTRUCTION DOCUMENTS SHALL MEAN "EXISTING-TO-REMAIN". THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL NOTED ETR FINISHES AND COMPONENTS FROM DEMOLITION OR DAMAGE.

PERMITS: THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS, CONSTRUCTION AND OCCUPANCY PERMITS AND APPROVALS.

WORKMANSHIP: ALL WORK SHALL BE DONE BY TRADES PEOPLE EXPERIENCED IN EACH SPECIFIC TRADE, AND TO THE HIGHEST STANDARDS OF PRACTICE AND WORKMANSHIP FOR EACH TRADE.

FIELD VERIFICATION: PRIOR TO BEGINNING THE WORK THE CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS AND DIMENSIONS AND IMMEDIATELY NOTIFY THE ARCHITECT OF ANY CONTRADICTIONS, ERRORS OR OMISSIONS CONTAINED IN THE CONTRACT.

SITE SAFETY: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DURATION OF THE WORK, FOR THE PROTECTION OF ALL MATERIALS AND CONSTRUCTION (ETR AND NEW) FROM DAMAGE, THE SAFETY OF ALL WORKERS, EMPLOYEES AND OTHERS ON THE JOB SITE AND SITE SECURITY. MAINTAIN EGRESS REQUIREMENTS AT ALL TIMES, FOR THE DURATION OF THE WORK.

FIRE SAFETY: SIGNS ALL CONSTRUCTION MATERIALS IN A SECURE AND LOCKED AREA CONTROLLED BY THE CONTRACTOR. AT NO TIME DURING THE WORK SHALL STORED MATERIALS OR TOOLS BLOCK OR REDUCE A PATH OF EMERGENCY MEANS OF EGRESS. DO NOT ALTER OR NEGATE THE FIRE-RATING OF EXISTING CONSTRUCTION TO REMAIN. MAINTAIN FULL AND PROPER OPERATION OF THE BUILDING FIRE ALARM SYSTEM FOR THE DURATION OF THE WORK. PROVIDE FIREFSTOPING AT ALL PENETRATIONS MADE THROUGH NEW AND EXISTING FIRE-RATED CONSTRUCTION TO PROVIDE MAINTAIN REQUIRED FIRE SEPARATION RATING.

LICENSES: PLUMBING, FIRE PROTECTION, ELECTRICAL AND TELEDATA WORK SHALL BE PERFORMED BY QUALIFIED, EXPERIENCED PERSONS CURRENTLY LICENSED IN THE RESPECTIVE TRADE.

DUST CONTROL: DEBRIS, DIRT AND DUST SHALL BE KEPT TO A MINIMUM. BE CONFINED TO THE IMMEDIATE CONSTRUCTION AREA AND BE CLEANED UP AND CLEARED FROM THE JOB SITE ON A REGULAR SCHEDULE TO AVOID EXCESSIVE ACCUMULATION. PROVIDE DUST BARRIERS OR BLANKETS AS NECESSARY TO CONTAIN AIRBORNE DUST. PREVENT DUST AND DEBRIS FROM ENTERING PUBLIC SPACES, ELEVATORS, LOBBIES, AND AREAS OF OTHER TENANTS.

WORK HOURS: COORDINATE THE SCHEDULING OF ALL WORK WITH THE OWNER, OR BUILDING MANAGER TO MINIMIZE DISRUPTIONS TO THE BUILDING OPERATIONS, AND ITS OCCUPANTS. OBTAIN AND FOLLOW AVAILABLE RULES AND PROCEDURES FOR WORK PERFORMED WITHIN THE BUILDING. COORDINATE WORK PROCEDURES WITH THE REQUIREMENTS OF THE LOCAL AUTHORITIES (WHERE APPLICABLE).

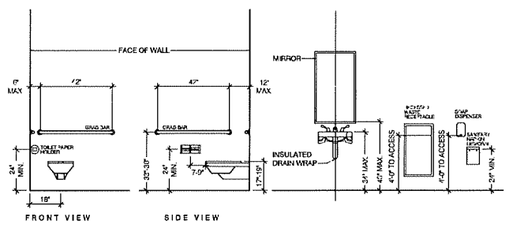
PROTECTION OF FURNISHINGS: PROTECT ETR FURNITURE AND EQUIPMENT FROM DAMAGE AND DUST. COORDINATE TEMPORARY REMOVAL AND STORAGE OF FURNITURE AND EQUIPMENT WITH THE OWNER.

PROTECTION OF FINISHES: PROTECT AREAS NOT WITHIN THE SCOPE OF WORK (NOT SCHEDULED FOR DEMOLITION OR CONSTRUCTION WORK) FROM DIRT AND DAMAGE. CLEAN FINISHES AND REPAIR ANY DAMAGE CAUSED BY WORKERS, EQUIPMENT AND THE DELIVERY AND/OR DISPOSAL OF MATERIALS. PROVIDE SOLID PLYWOOD-FACED TEMPORARY PARTITIONING BETWEEN WORK AREAS AND OCCUPIED AREAS. PAINT OCCUPIED SIDE OF PARTITIONS WHITE.

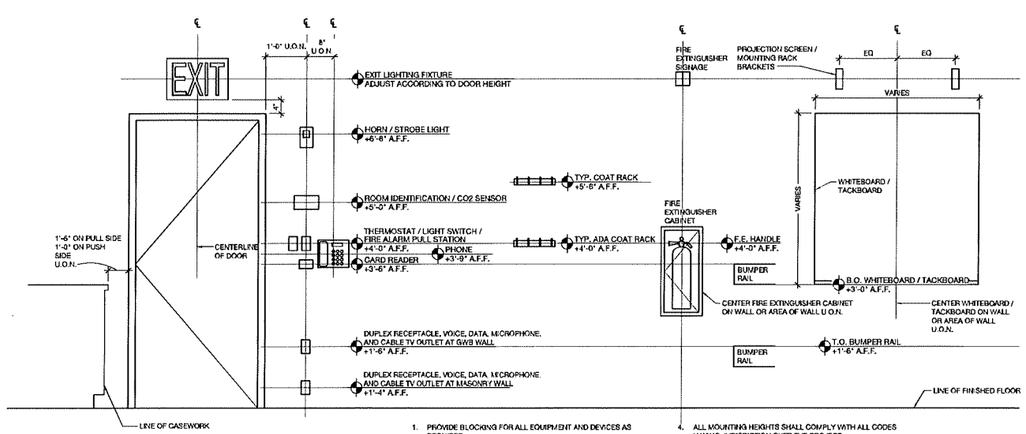
CONTROLS: TAKE ALL REASONABLE MEASURES TO LIMIT DEMOLITION AND CONSTRUCTION NOISE FROM DISRUPTING EXISTING BUILDING OCCUPANTS. MAINTAIN OR PROVIDE APPROPRIATE EXITS AND EXITWAYS THROUGHOUT CONSTRUCTION.

LOADING DOCK ACCESS: LOADING DOCK IS FIRST COME FIRST SERVED. RETAIL DELIVERIES AND PICKUPS HAVE PRIORITY. COORDINATE ALL PICKUPS DELIVERIES ACCORDINGLY.

TEMPORARY DISCONNECTION OF UTILITIES: TEMPORARILY DISCONNECT ALL ETR UTILITIES REQUIRED TO PERFORM THE INDICATED WORK. COORDINATE THIS WORK WITH THE OWNER PRIOR TO DISCONNECTING UTILITIES. SCHEDULE THE WORK AS NECESSARY TO MINIMIZE THE IMPACT TO OTHER OCCUPANTS. DO NOT DISCONNECT OR INTERRUPT SERVICES TO OTHER OCCUPANTS WITHOUT PRIOR WRITTEN APPROVAL FROM THE MT PROJECT MANAGER AND SITEDOWN COORDINATOR. RECONNECT UTILITIES IMMEDIATELY AFTER COMPLETION OF THE WORK. RE-ROUTE UTILITIES / CONNECTIONS AS REQUIRED TO SERVICE NEW CONSTRUCTION.



TYPICAL FIXTURE MOUNTING HEIGHTS



NOTE: THERE MAY BE ITEMS SHOWN THAT ARE NOT INCLUDED IN THIS PROJECT.

TYPICAL MOUNTING HEIGHTS

1. PROVIDE BLOCKING FOR ALL EQUIPMENT AND DEVICES AS REQUIRED.
2. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION PERTAINING TO ELECTRICAL DEVICES.
3. WHEN TWO OR MORE ELECTRICAL ITEMS ARE SHOWN NEAR EACH OTHER ON THE ELECTRICAL DRAWINGS, ALIGN THEM VERTICALLY AS SHOWN. IF MULTIPLE PLATES OF SIMILAR ITEMS ARE REQUIRED, ARRANGE THEM SYMMETRICALLY ABOUT THE CENTERLINE.
4. ALL MOUNTING HEIGHTS SHALL COMPLY WITH ALL CODES HAVING JURISDICTION OVER THE PROJECT.
5. REFERENCE THIS DRAWING FOR TYPICAL MOUNTING HEIGHTS. FOR SPECIFIC DIMENSIONS REFERENCE THE INTERIOR ELEVATIONS.
6. THESE MOUNTING HEIGHTS ARE STANDARD FOR THE ENTIRE PROJECT. IF ANY CONDITIONS DO NOT PERMIT MOUNTING AS SHOWN, PLEASE INFORM ARCHITECT IMMEDIATELY FOR CLARIFICATION.

TRUE NORTH

REGISTERED ARCHITECT
VINCE PAN
NO. 20568
BOSTON
MA
COMMONWEALTH OF MASSACHUSETTS

ANALOGUE STUDIO

Tous Les Jours

Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/30/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

NOTES + LEGENDS

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: MM
CHECKED BY: BA

A0.02

CODE SUMMARY

FIRM NAME	ANALOGUE STUDIO, LLC 179 SOUTH STREET - 5TH FLOOR BOSTON, MA 02111
PROJECT ADDRESS	TOUS LES JOURS BAKERY AT NATICK MALL 1245 WORCESTER ST. NATICK, MA 01760
PROJECT DESCRIPTION	INTERIOR FIT-OUT FOR NEW BAKERY
APPLICABLE CODES	
BUILDING	(780 CMR) COMMONWEALTH OF MASSACHUSETTS AMENDMENTS TO IBC 2015, 780 CMR - 9TH EDITION
ACCESSIBILITY	(MAAB) MASSACHUSETTS ARCHITECTURAL ACCESS BOARD REGULATIONS (521 CMR) 2006
PLUMBING	(248 CMR) MASSACHUSETTS PLUMBING CODE, 248 CMR 3.00 to 10.00
MECHANICAL	(IMC) INTERNATIONAL MECHANICAL CODE 2015
ELECTRICAL	(NEC) NATIONAL ELECTRICAL CODE - NFPA 70 2015
FIRE PROTECTION	(IFC) INTERNATIONAL FIRE CODE 2015
ENERGY	(IECC), INTERNATIONAL ENERGY CONSERVATION CODE 2015
USE OR OCCUPANCY CLASSIFICATION	
USE GROUP	B1 - BUSINESS
EXISTING STRUCTURES (IEBC)	
CHAPTER 34 REPAIR, ALTERATION, ADDITION, AND CHANGE OF USE OF EXISTING BUILDING	CHANGE IN USE GROUP: NO CHANGE MEANS OF EGRESS: AREA OF ALTERATION COMPLIES WITH 780 CMR HAZARD INDEX (HI): AREA OF ALTERATION HIGHLIGHTS NO CHANGE TO THE HAZARD INDEX EXIT SIGNS AND LIGHTS: AREA OF ALTERATION COMPLIES WITH 780 CMR ACCESSIBILITY: AREA OF ALTERATION COMPLIES WITH 521 CMR MASSACHUSETTS ARCHITECTURAL ACCESS BOARD AND THE AMERICANS WITH DISABILITIES ACT STRUCTURAL HIGHLIGHTS FOR EXISTING BUILDINGS: UNCHANGED
CLASSIFICATION OF WORK	ALTERATION TYPE II

EGRESS COMPONENTS

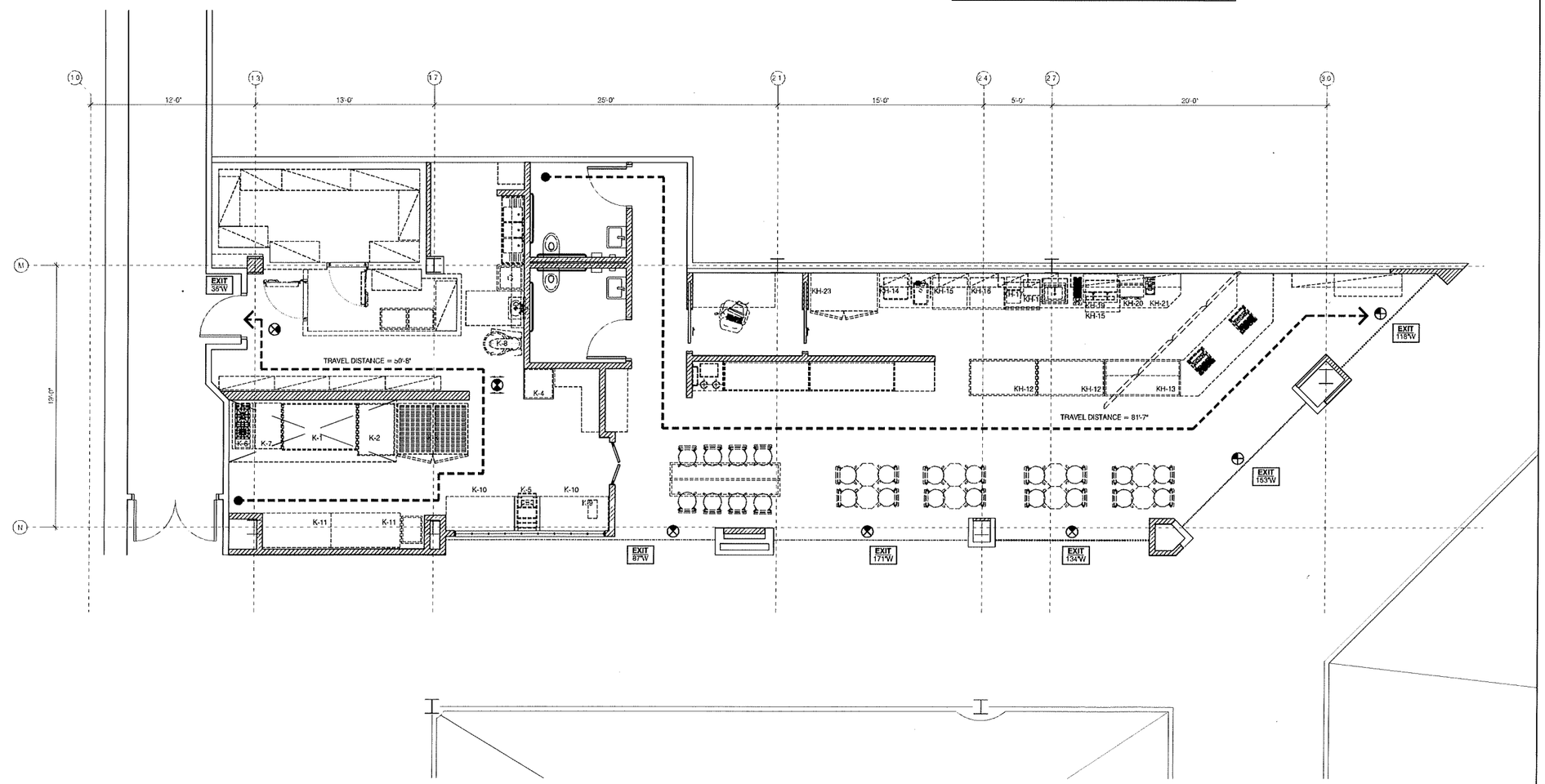
	REQUIRED WIDTH PER PERSON	WIDTH PROVIDED	CAPACITY
DOORS	.20"	64"	4,000 PEOPLE
STAIR	.3"	N/A	
TOTAL (EGRESS WIDTH REQUIRED - 3.14 / EGRESS WIDTH PROVIDED)			

OCCUPANT LOADING

ROOM / AREA	OCCUPANCY	FACTOR (SF / PERSON)	AREA	OCCUPANT LOAD (ACTUAL)
CAFE	B-1	BUSINESS	1,250	20
			TOTAL	20

TOILET ROOM FIXTURE COUNTS

	TOTAL CAPACITY	TOILETS			LAVATORIES		
		REQUIRED PER CODE	QUANTITY NEEDED	QUANTITY PROVIDED	REQUIRED PER CODE	QUANTITY NEEDED	QUANTITY PROVIDED
CAFE B-B							
FEMALE	12	1 PER 25		1	1 PER 200	1	1
MALE	12	1 PER 25		1	1 PER 200	1	1



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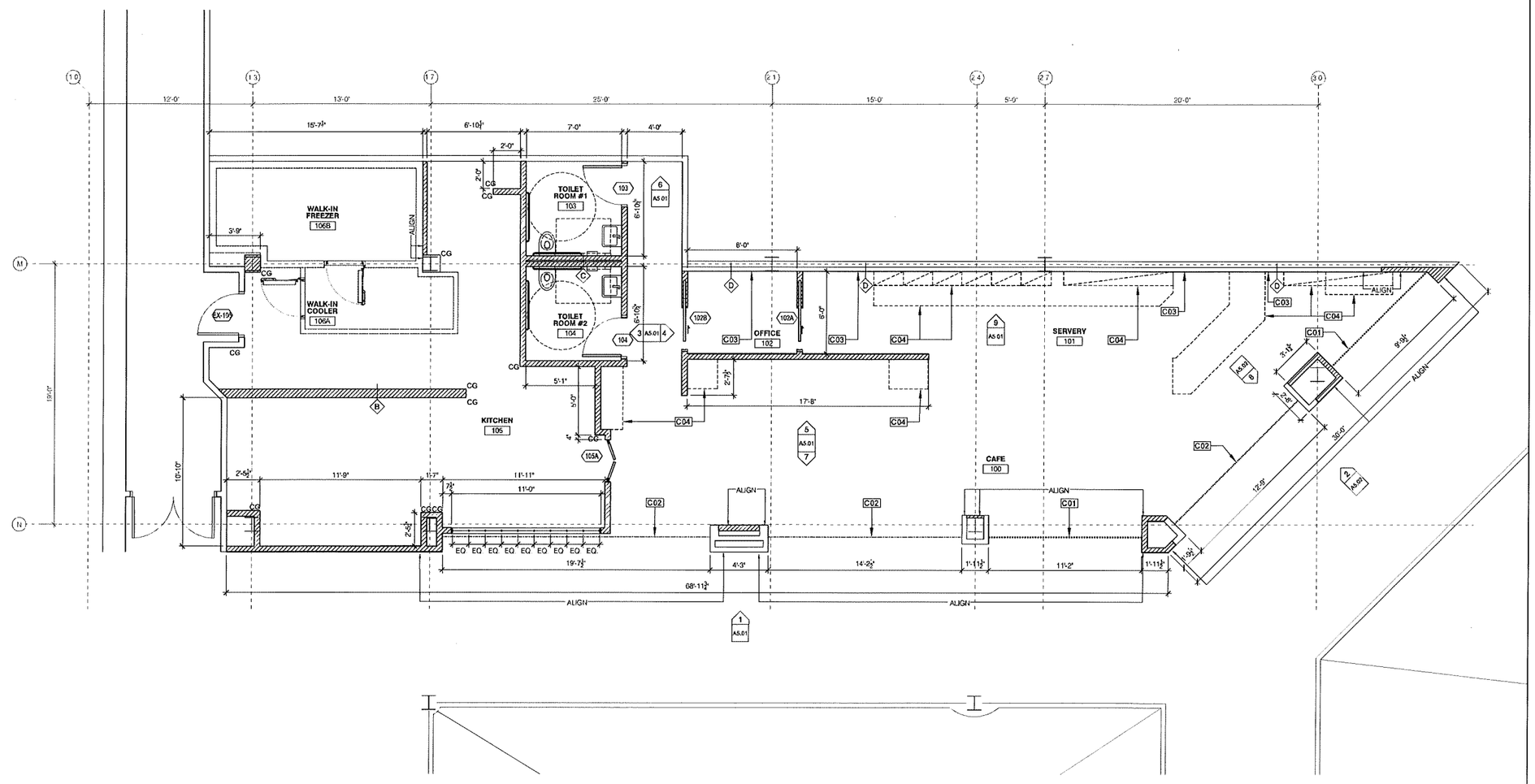
EGRESS PLAN + CODE SUMMARY

SCALE: 1/8" = 1'-0"
DATE: 04/01/2019
DRAWN BY: MM
CHECKED BY: BA

A0.03



CONSTRUCTION NOTES

HATCH INDICATES AREAS OUTSIDE THE SCOPE OF WORK

SOLID LINES INDICATE EXISTING CONSTRUCTION TO REMAIN

SOLID LINES WITH HATCH INDICATE NEW PARTITION TO BE TYPE A, UNLESS OTHERWISE NOTED

GENERAL NOTES

A. PROVIDE WOOD BLOCKING IN WALL AS REQUIRED FOR SUPPORT OF NEW WALL MOUNTED EQUIPMENT OR MILLWORK - GC TO COORDINATE w/ TENANT PROVIDED MILLWORK

B. G.C. TO VERIFY LAYOUT WITH TENANT AND ARCHITECT, PRIOR TO CONSTRUCTION

C. ALL FOOD SERVICE EQUIPMENT (F.S.E.) TO BE PROVIDED BY TENANT, INSTALLED BY FOOD SERVICE VENDOR

D. ALL MILLWORK TO BE PROVIDED BY TENANT, INSTALLED BY GC

E. ALL FURNITURE TO BE PROVIDED BY TENANT, INSTALLED BY FURNITURE VENDOR

F. ALL SIGNAGE TO BE PROVIDED BY TENANT. INSTALLED BY SIGNAGE VENDOR

G. G.C. TO COORDINATE ALL TRADES w/ ALL OWNER SUPPLIED EQUIPMENT

KEY NOTES

C01 PROVIDE NEW SECURITY GRILLE AND FLOOR TRACK AT THIS LOCATION TO MATCH EXISTING / BUILDING OWNER'S STANDARD - COORDINATE w/ EXISTING STRUCTURE AND PROVIDE ANY NEW STRUCTURAL SUPPORT AS REQUIRED

C02 EXISTING SECURITY GRILLE TO REMAIN AT THIS LOCATION - COORDINATE w/ D03/D1.01 - VERIFY + MAINTAIN EXISTING ENTRY OPENING WIDTH w/ NEW CONSTRUCTION, TYP

C03 EXISTING FURRING WALL FRAMING TO REMAIN - PREP FOR NEW WALL FINISHES, AS SCHEDULED - REFER TO A3.02 + A5.01

C04 TENANT PROVIDED/G.C. INSTALLED MILLWORK AT THIS LOCATION - REFER TO A5.01

LANDLORD NOTES

A. TENANT SHALL PROVIDE A WATERPROOF MEMBRANE THROUGHOUT ALL AREAS ADJACENT TO WATER AND SHALL PERFORM A WATER TEST WITH COORDINATION OF ON-SITE AUTHORITY

B. VERIFY EXTENT / TYPE OF WATERPROOFING MEMBRANE w/ MALL OPERATIONS MANAGER PRIOR TO START OF WORK

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ANALOGUE STUDIO

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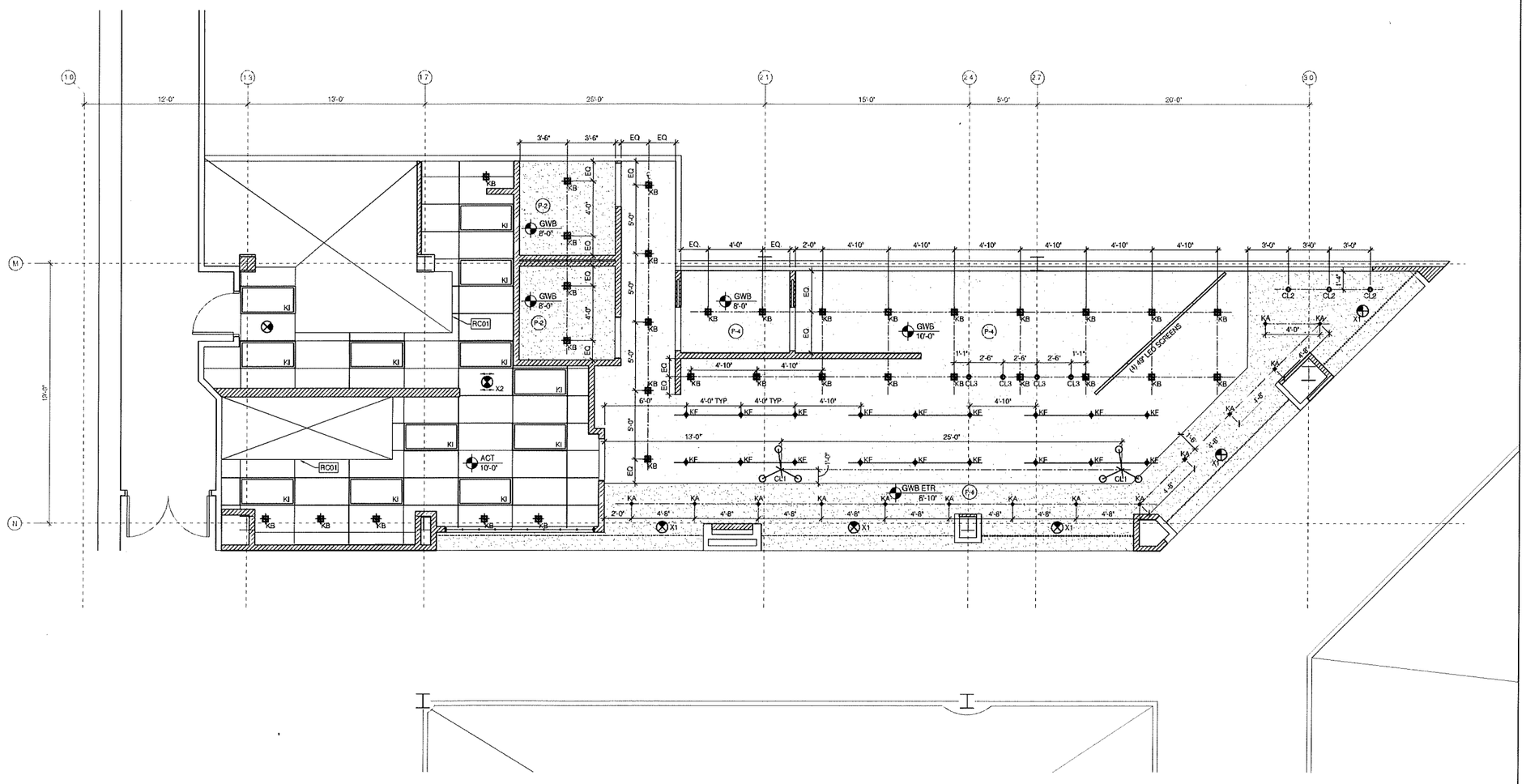
1245 Worcester St, Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/30/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

CONSTRUCTION PLAN

SCALE: 1/4" = 1'-0"
DATE: 04/01/2019
DRAWN BY: MM
CHECKED BY: BA

A1.01



GENERAL NOTES

HATCH INDICATES AREAS OUTSIDE THE SCOPE OF WORK

SOLID LINES INDICATE EXISTING CONSTRUCTION TO REMAIN

SOLID LINES WITH HATCH INDICATE NEW PARTITION TO BE TYPE A, UNLESS OTHERWISE NOTED

RCP NOTES

GENERAL NOTES

A LIGHT FIXTURES TO BE CENTERED WITHIN ROOMS, UNLESS OTHERWISE NOTED

B FINAL MOUNTING HEIGHTS TO BE COORDINATED WITH ARCHITECT IN FIELD

KEY NOTES

RC01 G.C. TO COORDINATE CEILING HEIGHT w/ HEIGHT OF WALK-IN COOLER + EXHAUST HOOD - PROVIDE STAINLESS STEEL CLOSURE PANELS, AS REQUIRED

LIGHTING FIXTURE SCHEDULE

CL1 RESTORATION HARDWARE 'BISTRO GLOBE' CHANDELIER

CL2 RESTORATION HARDWARE ADJUSTABLE FLUSH MOUNT LIGHT

CL3 RESTORATION HARDWARE 'DAVENPORT' CANDLE LIGHT PENDANT

KA LITON LIGHTING RECESSED ADJUSTABLE LIGHT

KB LITON LIGHTING RECESSED COMPACT FLUORESCENT LIGHT

KF LITHONIA TRACK LIGHT

KI LITHONIA RECESSED 2x4 FIXTURE

X1 LITHONIA EDGE-LIT EXIT SIGN - SINGLE FACE

X2 LITHONIA EDGE-LIT EXIT SIGN - DOUBLE FACE

LANDLORD NOTES

A SUPPORT WIRES FOR LAY-IN CEILING GRID MUST NOT BE CONNECTED TO TO ANY OF THE LANDLORD'S MECHANICAL, ELECTRICAL, PLUMBING OR FIRE PROTECTION PIPING OR EQUIPMENT

B PROVIDE ACCESS TO ANY LANDLORD AND/OR TENANT EQUIPMENT, VALVES, DAMPERS, CONTROLS, CLEANOUTS, J-BOXES, ETC. LOCATED ABOVE GYP. BOARD CEILING AND ANY OTHER INACCESSIBLE AREAS AS REQUIRED. VERIFY/COORDINATE REQUIRED ACCESS PANEL LOCATIONS WITH THE TENANT'S ARCHITECT AND ADAM SKRZYPCZAK PRIOR TO BID/START OF WORK.

C SPRINKLER HEADS AT GYPSUM BOARD CEILING MUST BE FULLY RECESSED AND COVERED w/ METAL PLATES FINISHED TO MATCH ADJACENT SURFACE. CENTER SPRINKLER HEADS IN CEILING TILES WHERE APPLICABLE.

TRUE NORTH

REGISTERED ARCHITECT VINCE PAN NO. 20568 BOSTON MA COMMONWEALTH OF MASSACHUSETTS

ANALOGUE STUDIO

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DELTA	DESCRIPTION	DATE
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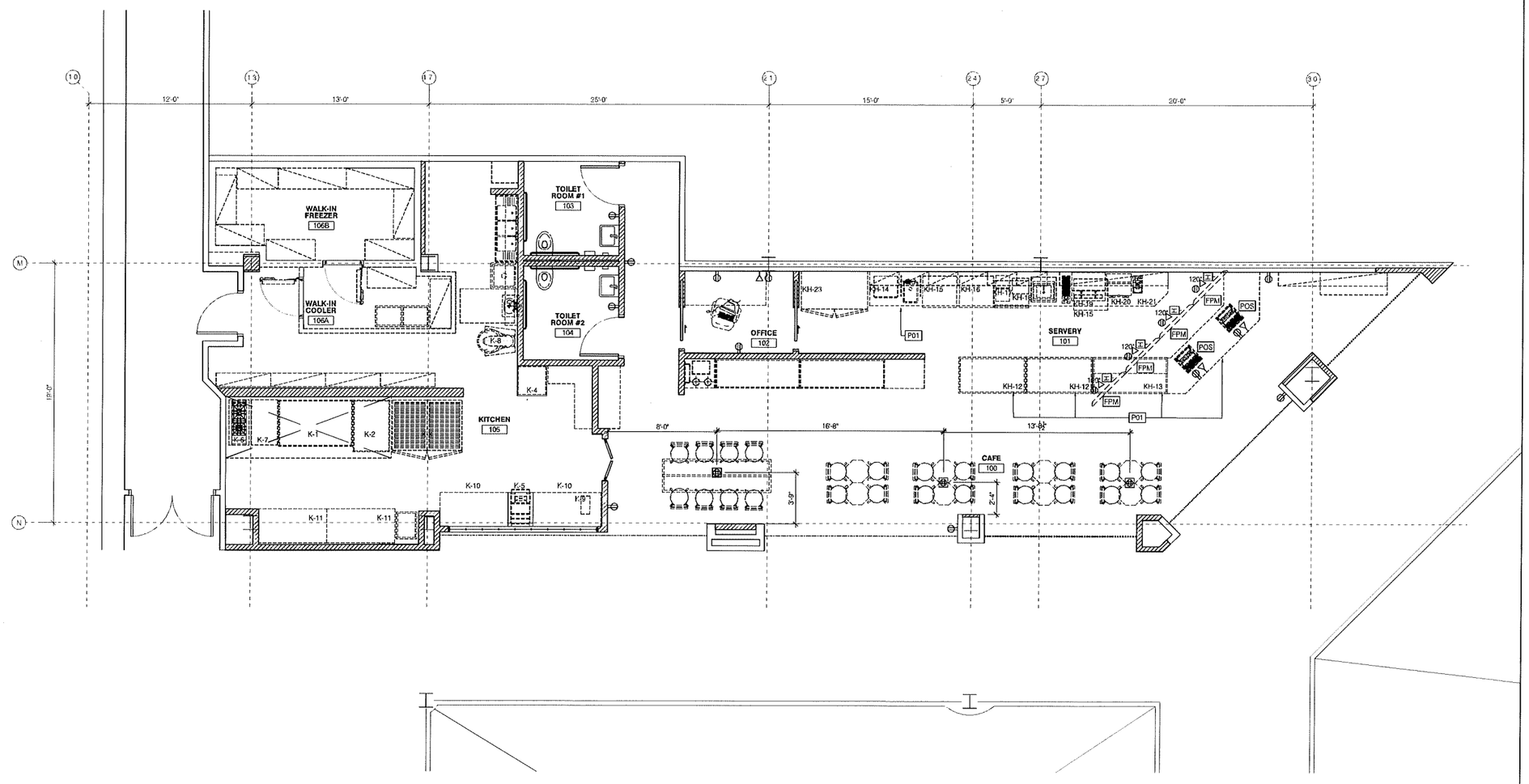
REFLECTED CEILING PLAN

SCALE: 1/4"=1'-0"
DATE: 04/01/2019
DRAWN BY: MM
CHECKED BY: BA

A2.01



POWER + DATA NOTES

NEW DUPLEX WALL OUTLET, AT 18" A.F.F. UNLESS OTHERWISE NOTED

NEW DUPLEX TEL/DATA WALL OUTLET AT 18" A.F.F. UNLESS OTHERWISE NOTED

NEW QUAD FLOOR BOX OUTLET

H HDMI LOCATION. HEIGHT TO BE 18" A.F.F. UNLESS OTHERWISE NOTED

FPM CEILING HUNG 49" FLAT PANEL MONITOR (PROVIDED BY TENANT - INSTALLED BY GC)

POS POINT-OF-SALE STATION (PROVIDED BY TENANT - INSTALLED BY GC)

GENERAL NOTES

A. FLOOR BOX OUTLET LOCATIONS TO BE CENTERED WITHIN ROOMS, UNLESS OTHERWISE NOTED

B. REFER TO ELECTRICAL DRAWINGS FOR ALL F.S.E RELATED POWER REQUIREMENTS + LOCATIONS

C. ALL FOOD SERVICE EQUIPMENT (F.S.E.) TO BE PROVIDED BY TENANT, INSTALLED BY FOOD SERVICE VENDOR

D. ALL MILLWORK TO BE PROVIDED BY TENANT, INSTALLED BY GC

E. ALL FURNITURE TO BE PROVIDED BY TENANT, INSTALLED BY FURNITURE VENDOR

F. ALL SIGNAGE TO BE PROVIDED BY TENANT, INSTALLED BY SIGNAGE VENDOR

G. G.C. TO COORDINATE ALL TRADES w/ ALL OWNER SUPPLIED EQUIPMENT

KEY NOTES

P01 G.C. TO COORDINATE POWER w/ TENANT SUPPLIED EQUIPMENT AND MILLWORK AT THIS LOCATION

EQUIPMENT LIST

K-1 FRESH DECK OVEN
K-2 FRESH DECK OVEN
K-3 DOUGH CONDITIONER/PROOFER
K-4 MULTI-SLICER
K-5 MOULDER
K-6 DONUT FRYER
K-7 COUNTERTOP HOT PLATE
K-8 MIXER (30 QT)
K-9 COMMERCIAL STAND MIXER
K-10 UNDERCOUNTER REFRIGERATOR
K-11 WORK TABLE 60" LENGTH
K-12 CAKE SHOW CASE / DISPLAY MERCHANDISER
K-13 SANDWICH SHOW CASE / DISPLAY MERCHANDISER
K-14 ICE MAKER
K-15 UNDERCOUNTER REFRIGERATOR
K-16 UNDERCOUNTER FREEZER
K-17 BAR BLENDER
K-18 ICE SHAVER
K-19 COFFEE MAKER
K-20 COFFEE BREWER
K-21 BREWER/GRINDER
K-22 MICROWAVE
K-23 UPRIGHT 2 DOOR FREEZER

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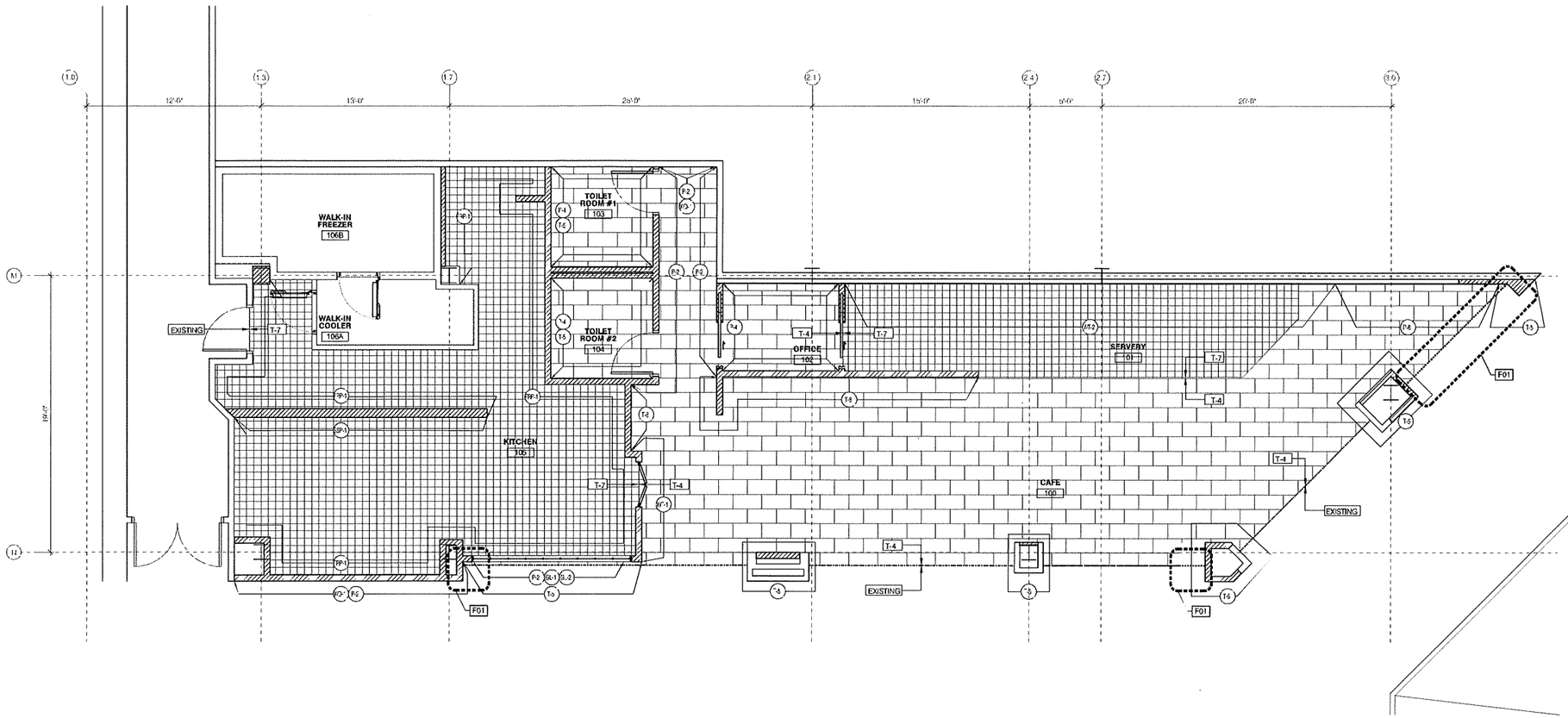
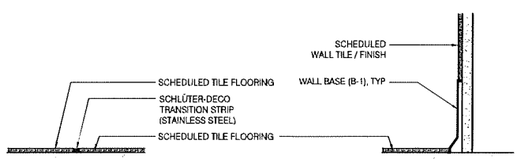
POWER + F.S.E. PLAN

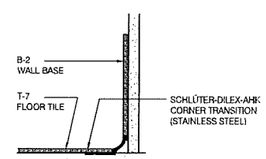
SCALE: 1/4" = 1'-0"
DATE: 04/01/2019
DRAWN BY: MM
CHECKED BY: BA

A3.01





TRANSITION DETAIL
3"=1'-0" FLOOR TILE TO FLOOR TILE



WALL BASE DETAIL
3"=1'-0" TYPICAL

TYPICAL AT KITCHEN
CORNER TRANSITION
3"=1'-0" PORCELAIN TILE TO CERAMIC TILE

FINISH NOTES

GENERAL NOTES

A. PATCH AND REPAIR EXISTING SUB-FLOOR TO ACCOMODATE NEW FLOORING - AS SCHEDULED

B. G.C. TO MAINTAIN FLUSH TRANSITION BETWEEN ANY EXISTING FLOORING AND NEW FLOORING. TYP - WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, CHIPPING OUT EXISTING CONCRETE IN TENANT'S LEASE SPACE, OR FINISHED MALL FLOOR

KEY NOTES

F01 PROVIDE NEW FLOOR FINISHES TO MATCH EXISTING MALL FLOOR FINISH AT ALL LOCATIONS WHERE NEW CONSTRUCTION WILL AFFECT EXISTING MALL FLOOR FINISHES. TYP

LANDLORD NOTES

A. TENANT SHALL PROVIDE A WATERPROOF MEMBRANE THROUGHOUT ALL AREAS ADJACENT TO WATER AND SHALL PERFORM A WATER TEST WITH COORDINATION OF ON-SITE AUTHORITY

B. TENANT'S FINISH FLOOR SHALL BE FLUSH TO THE MALL FLLORING. METAL, RUBBER, OR WOOD THRESHOLD STRIPS ARE NOT ALLOWED AT THE STOREFRONT OPENING OR IN GENERAL SALES AREAS. TENANT SHALL NOT USE FLOORING, TILE OR ADHESIVES AT THE PREMISES CONTAINING ASBESTOS OR SIMILAR MATERIAL. NO VINYL FLOORING, BASE OR SIMILAR MATERIALS SHALL BE ALLOWED IN THE SALES AREA OR THE PREMISES.

TRUE NORTH

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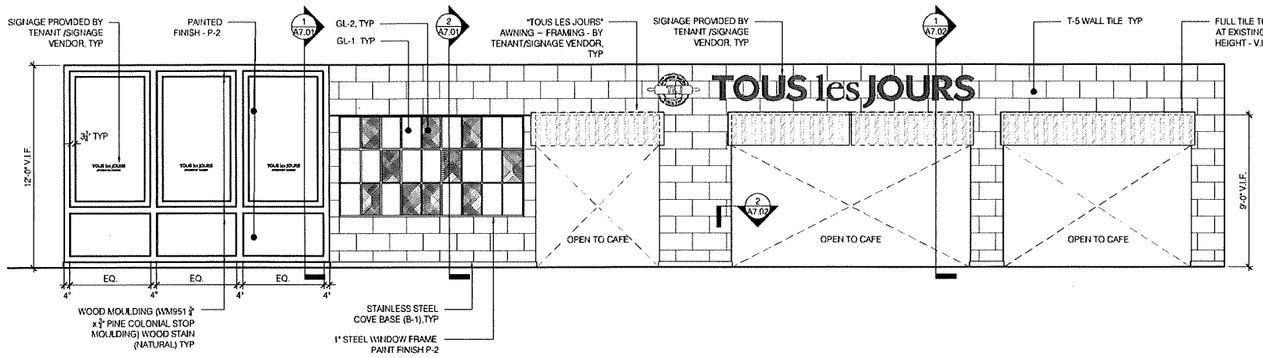
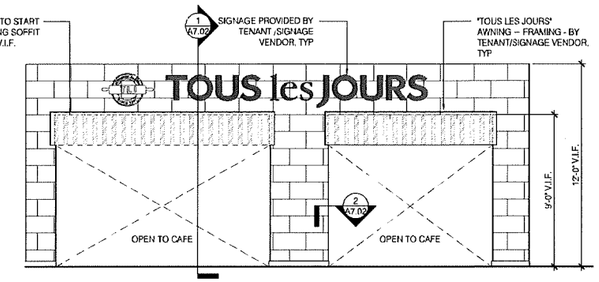
FINISH PLAN

SCALE: 1/4" = 1'-0"
DATE: 04/01/2019
DRAWN BY: MM
CHECKED BY: BA

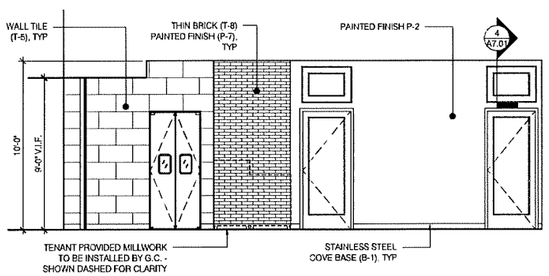
A3.02



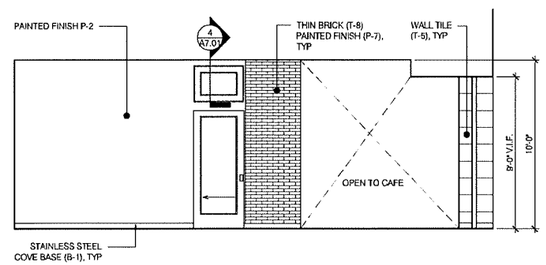
MALL SIDE
1 STOREFRONT ENTRY
1/4"=1'-0" ELEVATION



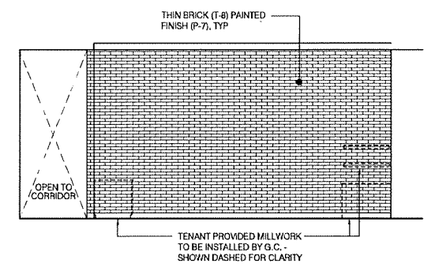
MALL SIDE
2 STOREFRONT ENTRY
1/4"=1'-0" ELEVATION



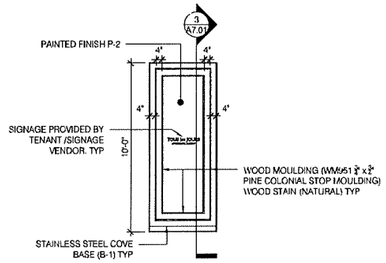
3 CORRIDOR ELEVATION
1/4"=1'-0" ELEVATION



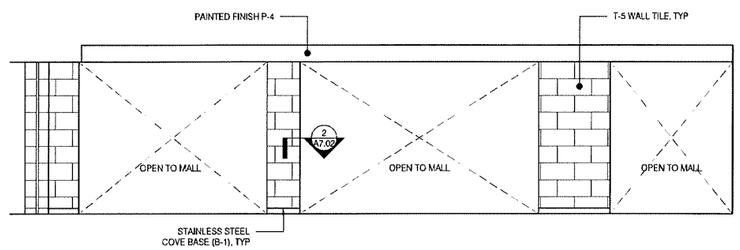
4 CORRIDOR ELEVATION
1/4"=1'-0" ELEVATION



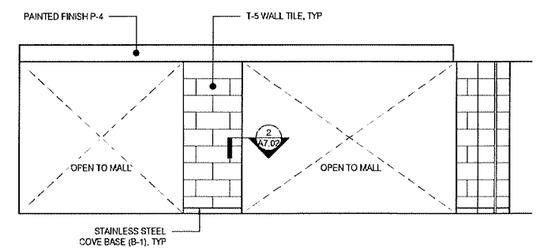
5 CAFE ELEVATION
1/4"=1'-0" ELEVATION



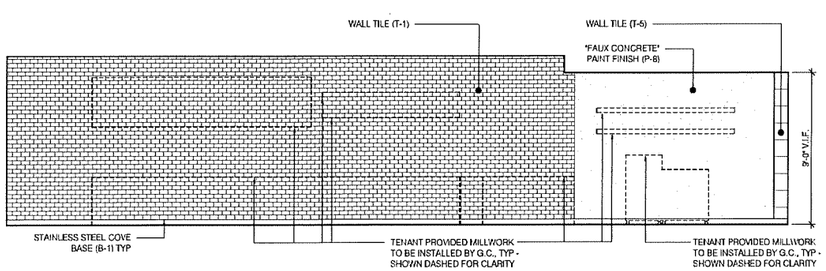
6 CORRIDOR ELEVATION
1/4"=1'-0" ELEVATION



CAFE SIDE
7 STOREFRONT ENTRY
1/4"=1'-0" ELEVATION



CAFE SIDE
8 STOREFRONT ENTRY
1/4"=1'-0" ELEVATION



9 SERVERY WALL
1/4"=1'-0" ELEVATION

TRUE NORTH

REGISTERED ARCHITECT VINCE PAI NO. 20568 BOSTON MA COMMONWEALTH OF MASSACHUSETTS

ANALOGUE STUDIO

Tous Les Jours

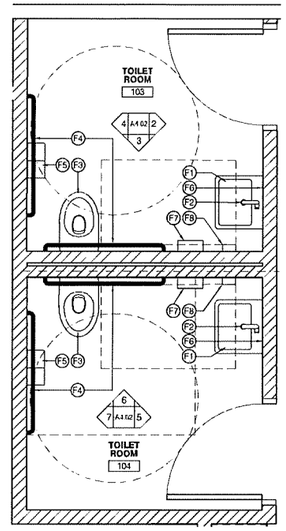
Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/30/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

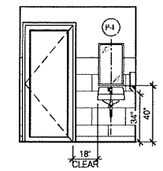
INTERIOR ELEVATIONS

SCALE: 1/4" = 1'-0"
DATE: 04/01/2019
DRAWN BY: MM
CHECKED BY: BA

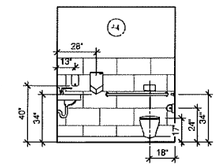
A5.01



1 TOILET ROOMS
1/2"=1'-0" ENLARGED PLAN

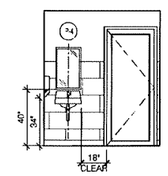


2 TOILET ROOM
1/4"=1'-0" ELEVATION

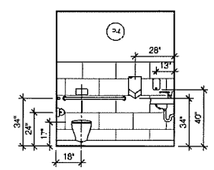


3 TOILET ROOM
1/4"=1'-0" ELEVATION

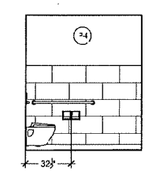
4 TOILET ROOM
1/4"=1'-0" ELEVATION



5 TOILET ROOM
1/4"=1'-0" ELEVATION



6 TOILET ROOM
1/4"=1'-0" ELEVATION



7 TOILET ROOM
1/4"=1'-0" ELEVATION

FIXTURE SCHEDULE

KEY	DESCRIPTION	MANUFACTURER	PRODUCT	COMMENTS
F1	TOILET ROOM SINK	KOHLER	"HUDSON" JK-2812, 19" x 17" WALL MOUNT SINK w/ SINGLE FAUCET HOLE	COLOR: WHITE
F2	TOILET ROOM FAUCET	KOHLER	"COMPOSED" K-73167-4 FAUCET w/ SINGLE LEVER HANDLE	FINISH: POLISHED CHROME
F3	TOILET	KOHLER	#CW416MFG-2#01 "AQUIA" WALL-HUNG TOILET W/ "SOFTCLOSE" TOILET SEAT AND "DUOFIT" IN-WALL TANK SYSTEM	COLOR: 01 COTTON / "UNIVERSAL HEIGHT"
F4	GRAB BAR	BOBRICK	5806 SERIES - 1-½" DIAMETER 42" LENGTH - STRAIGHT GRAB BAR. PEENED	
F5	TOILET PAPER DISPENSER	BOBRICK	B-6999-7 SURFACE MOUNTED DOUBLE ROLL TOILET TISSUE DISPENSER WITH HOODS	SATIN FINISH STAINLESS STEEL
F6	MIRROR	BOBRICK	MADOX VANITY MIRROR 09404	
F7	HAND DRYER	DYSON	"AIRBLADE V"	FINISH: SPRAYED NICKEL
F8	SOAP DISPENSER	BOBRICK	#B-2111 SURFACE MOUNT	

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1245 Worcester St. Natick, MA 01760

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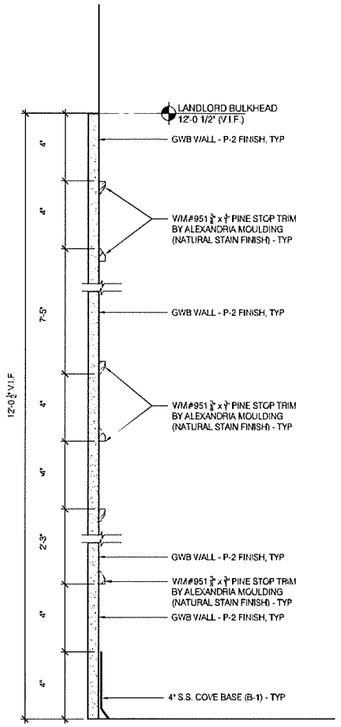
INTERIOR ELEVATIONS
ENLARGED TOILET ROOM PLANS + FIXTURE SCHEDULE

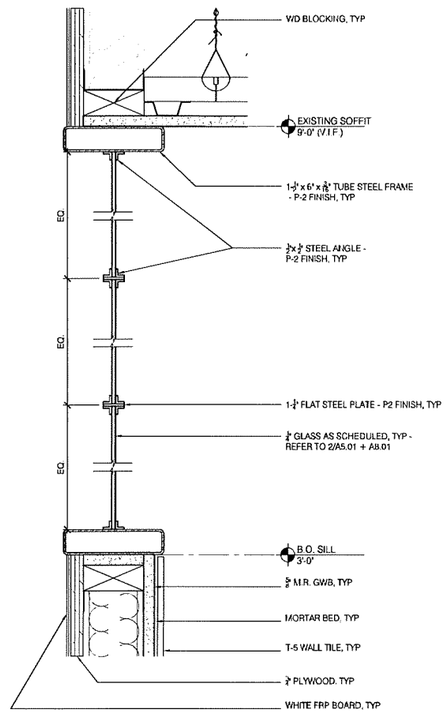
SCALE: 1/4" = 1'-0"
DATE: 04/01/2019
DRAWN BY: MM
CHECKED BY: BA

A5.02



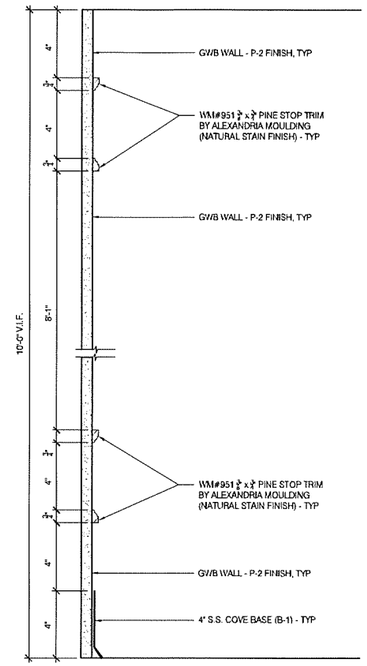
1 WOOD TRIM AT ENTRY WALL

3" = 1'-0" SECTION DETAIL



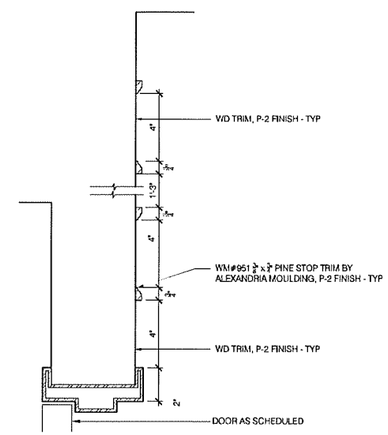
2 KITCHEN WINDOW AT ENTRY

1-1/2" = 1'-0" SECTION DETAIL



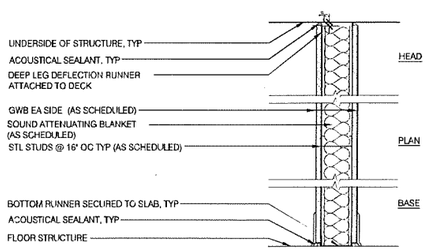
3 WOOD TRIM AT CAFE WALL

1 1/2" = 1'-0" SECTION DETAIL



4 WOOD TRIM AT DOOR HEAD

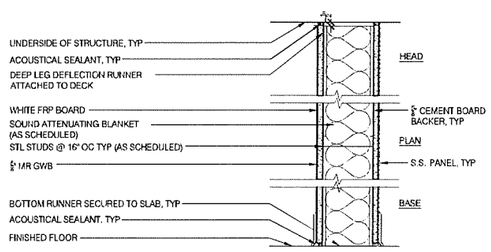
3" = 1'-0"



PARTITION TYPE	STUD TYPE	SHEATHING TYPE	ACTUAL WIDTH	STC RATING (ACOUSTIC PARTITION)	FILL	FIRE RESISTANCE EST	LIMITING HEIGHT	OTHER REQUIREMENTS
A	3.5S"	5/8" TYPE X	4 7/8"		3 1/2" BATT			SEAL ALL JOINTS AND PENETRATIONS TIGHT. FULL HEIGHT WALL TO UNDERSIDE OF STRUCTURE, TYP.

A TYPE A PARTITION (MTL STUD)

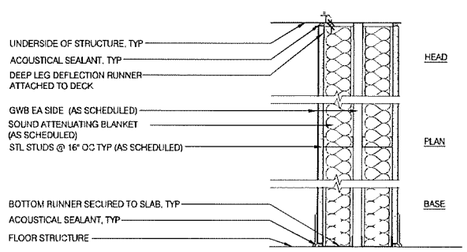
NTS



PARTITION TYPE	STUD TYPE	SHEATHING TYPE	ACTUAL WIDTH	STC RATING (ACOUSTIC PARTITION)	FILL	FIRE RESISTANCE EST	LIMITING HEIGHT	OTHER REQUIREMENTS
B	6"	5/8" STD TYPE X	7-1/4"		6" BATT	-		SEAL ALL JOINTS AND PENETRATIONS TIGHT. FULL HEIGHT WALL TO UNDERSIDE OF STRUCTURE, TYP.

B TYPE B PARTITION (MTL STUD)

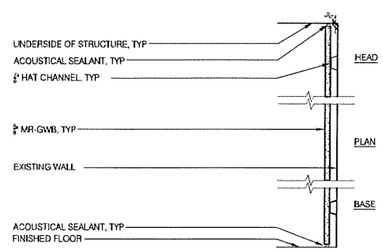
NTS



PARTITION TYPE	STUD TYPE	SHEATHING TYPE	ACTUAL WIDTH	STC RATING (ACOUSTIC PARTITION)	FILL	FIRE RESISTANCE EST	LIMITING HEIGHT	OTHER REQUIREMENTS
C	3.5"	5/8" STD TYPE X	9 1/4"		5 1/2" BATT			SEAL ALL JOINTS AND PENETRATIONS TIGHT. FULL HEIGHT WALL TO UNDERSIDE OF STRUCTURE, TYP.

C TYPE A PARTITION (MTL STUD)

NTS



PARTITION TYPE	STUD TYPE	SHEATHING TYPE	ACTUAL WIDTH	STC RATING (ACOUSTIC PARTITION)	FILL	FIRE RESISTANCE EST	LIMITING HEIGHT	OTHER REQUIREMENTS
D	-	5/8" STD TYPE X	-	-	-	-	-	PROVIDE ACOUSTICAL SEALANT AT ALL JOINTS PENETRATIONS. FULL HEIGHT WALL TO UNDERSIDE OF STRUCTURE. TYP.

D TYPE D FURRING

NTS

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ANALOGUE STUDIO

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	CONSTRUCTION DOCUMENTS	04/01/2019

CONSTRUCTION DETAILS

SCALE: 1/4" = 1'-0"
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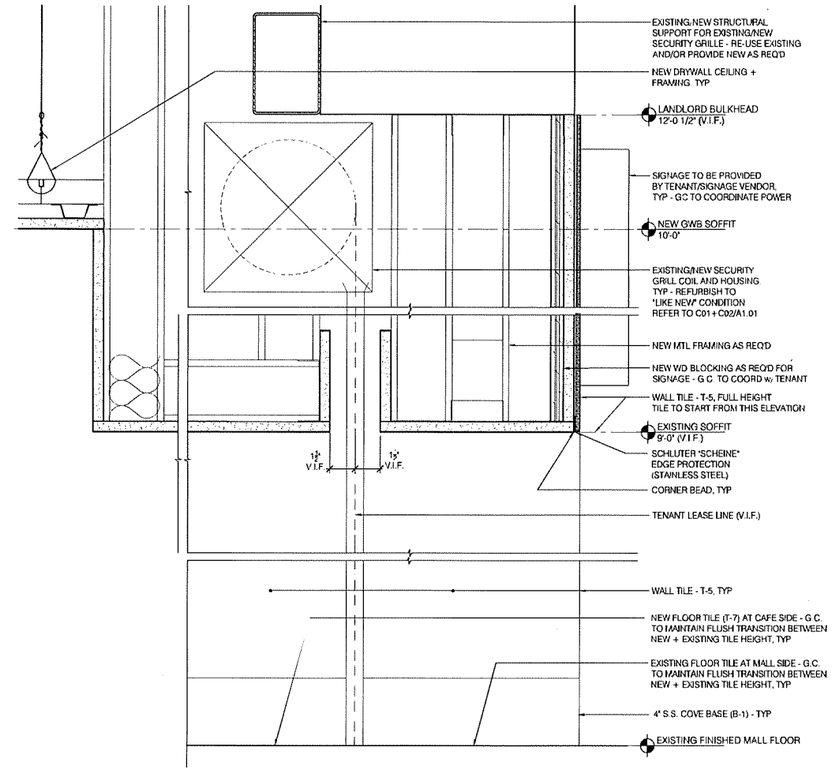
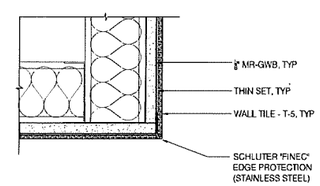
CHECKED BY: BA

A7.01



1 SECTION AT STOREFRONT

3" = 1'-0" SECTION DETAIL



2 OUTSIDE CORNER

3" = 1'-0" PLAN-SECTION DETAIL

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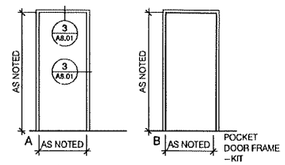
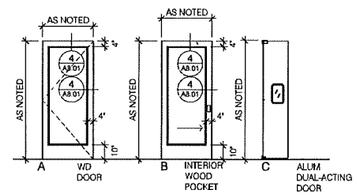


1 DOOR FRAME ELEVATION
1/4" = 1'-0"



2 DOOR ELEVATIONS
1/4" = 1'-0"

DOOR SCHEDULE

DOOR NUMBER	DOOR TYPE	DOOR					FRAME			REMARKS
		DOOR SIZE (thickness 1¾" typ.)	RATING (hours)	DOOR MATERIAL	DOOR FINISH	HARDWARE SET	FRAME MATERIAL	FRAME FINISH	FRAME TYPE	
102A OFFICE	B	3'-0" x 7'-0"	--	WD	P-2	1	HM	P-2	B	
102B OFFICE	B	3'-0" x 7'-0"	--	WD	P-2	1	HM	P-2	B	
103 WOMEN'S TOILET ROOM	A	2'-10" x 7'-0"	--	WD	P-2	2	HM	P-2	A	
104 MEN'S TOILET ROOM	A	2'-10" x 7'-0"	--	WD	P-2	2	HM	P-2	A	
105 KITCHEN	C	(2) 1'-6" x 7'-0"	--	AL	--	--	--	--	--	WP-3 ALUMINUM TRAFFIC DOORS BY ELIASON DOOR. HARDWARE BY MFR
EX-105 KITCHEN	--	--	--	--	--	--	--	--	--	EXISTING DOOR TO REMAIN

HARDWARE SETS

HW-1 (OFFICE)
1 INTEGRATED POCKET DOOR FRAME – HARDWARE
1 POCKET DOOR LOCK
2 FINGERPULLS

HW-2 (TOILET ROOM)
3 HINGES
1 LEVERSET (PRIVACY FUNCTION)
1 FLOOR STOP
1 CLOSER
1 OCCUPANCY INDICATOR/BOLT SILENCERS

DOOR HARDWARE

LEVERSET
SCHLAGE AL SERIES - JUPITER
NICKEL FINISH

FLOOR STOP
IVES FS17 DOME STOP
NICKEL FINISH

CLOSER
LCN 4000 SERIES
NICKEL FINISH

SILENCERS
IVES SR64

HINGES
IVES SF81
NICKEL FINISH

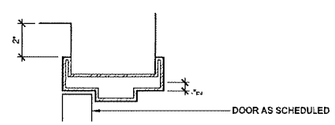
POCKET DOOR HARDWARE
JOHNSON 2511 WITH HIDDEN DOOR GUIDE

FINGERPULL
FSB105A 2239-0423-6201
NICKEL FINISH

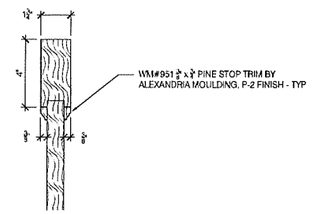
POCKET DOOR LOCK
LOCKWOOD #C14FRTR
NICKEL FINISH

OCCUPANCY INDICATOR/BOLT
FALCON #D271
NICKEL FINISH

ABBREVIATIONS
AL = ALUMINUM
CA = CLEAR ANODIZED
CF = CLEAR FINISH
HM = HOLLOW METAL
WD = WOOD
GL = GLASS



3 JAMB
3" = 1'-0"



4 TYP SECTION AT INSET
3" = 1'-0"

TRUE NORTH

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DOOR + HARDWARE SCHEDULE

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CHECKED BY: BA

A8.01

FINISHES LEGEND

KEY	DESCRIPTION	MANUFACTURER	FINISH/ COLOR	COMMENTS
ACT-1	ACOUSTICAL CEILING TILE -- GRID	ARMSTRONG	CLEAN ROOM VL 24" x 48" - WHITE	
B-1	WALL BASE	ELITE EXPRESSIONS	4" H STAINLESS STEEL (22 GA) COVE BASE	
B-2	WALL BASE	DALTILE	QUARRY TILE 6" x 6" #0Q42 / "ARID GRAY	AT KITCHEN FRP WALLS ONLY
CG	CORNER GUARD	KOROGARD	GS20 1-1/2" WING STAINLESS STEEL	FULL HEIGHT TO CEILING AT ALL SPECIFIED LOCATIONS
FRP-1	FRP BOARD		WHITE	PROVIDE BATTENS, TRIM AND CORNER MOLDINGS AS REQUIRED
GL-1	GLASS		¼" CLEAR GLASS	
GL-2	GLASS		¼" DIAMOND WIRE CLEAR GLASS	
P-2	PAINT	BEHR	#HDC-AC-25 "BLUE METAL" / MATTE	
P-4	PAINT	BENJAMIN MOORE	#OC-63 "WINTER SNOW" / MATTE	
P-7	PAINT	BENJAMIN MOORE	#OC-68 "DISTANT GRAY" / FLAT	TO BE APPLIED OVER T-8
P-8	PAINT	ARDEX	CLASSIC COATING SYSTEMS #FX012 "LIGHT GRAY"	TINTED TO ACHIEVE LIGHT GRAY
SSP-1	STAINLESS STEEL WALL PANEL		FULL-HEIGHT S.S. PANEL (22 GA)	FULL HEIGHT TO CEILING AT ALL SPECIFIED LOCATIONS
T-1	WALL TILE	DALTILE	"RITTENHOUSE" 3" x 6" / "WHITE"	#546 BLEACHED WOOD GROUT BY CUSTOM BUILDING PRODUCTS
T-4	FLOOR TILE	MSI	GAUGED SLATE FLOOR TILE 12" x 24" / "MONTAUK BLUE"	
T-5	WALL TILE	MSI	POLISHED 12" X 24" / "CARRARA"	COORDINATE w/ ARCHITECT PRIOR TO INSTALLATION
T-6	WALL TILE	MSI	GAUGED SLATE FLOOR TILE 12" x 12" / "MONTAUK BLUE"	
T-7	FLOOR TILE	DALTILE	QUARRY TILE 6" x 6" #0Q42 / "ARID GRAY	
T-8	THIN BRICK	McNEAR	"DORADO" STANDARD THIN	TO BE PAINTED P-7

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FINISH SCHEDULE

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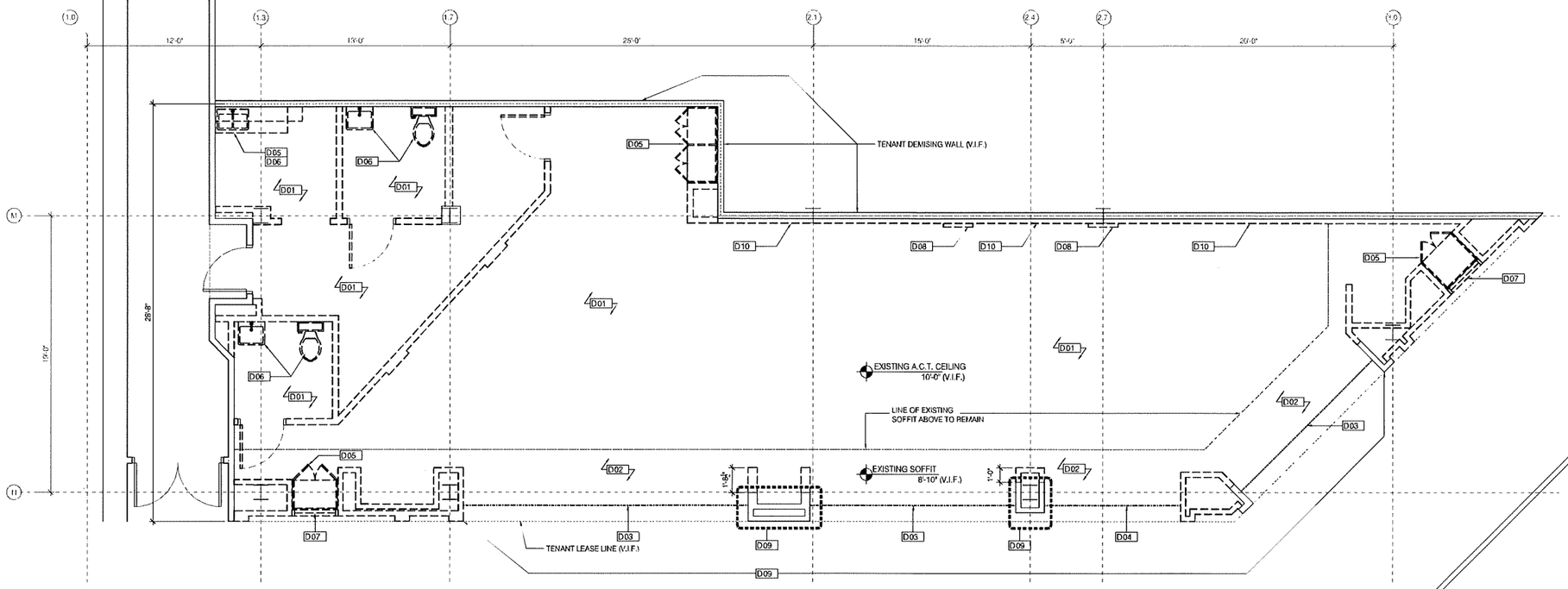
CHECKED BY: BA

A9.01



DEMOLITION NOTES

HATCH INDICATES AREAS OUTSIDE THE SCOPE OF WORK

DASHED LINES INDICATE EXISTING CONSTRUCTION TO BE REMOVED

SOLID LINES INDICATE EXISTING CONSTRUCTION TO REMAIN

GENERAL NOTES

A. ANY WORK PERFORMED OR REQUIRED AT THE EXISTING TENANT DEMISING WALL IS REQUIRED TO MAINTAIN 1-HOUR FIRE SEPARATION RATING. TYP

KEY NOTES

D01 ALL EXISTING FLOORING, A.C.T. AND LIGHTING FIXTURES (WHERE APPLICABLE) TO BE REMOVED IN THIS LOCATION

D02 EXISTING SOFFIT TO REMAIN AT THIS LOCATION - REMOVE EXISTING LIGHT FIXTURES AS REQ'D - REPAIR, PATCH AND PAINT - TYP

D03 EXISTING SECURITY GRILLE + FLOOR TRACK TO REMAIN AT THIS LOCATION - COORDINATE w. C02/A1.01

D04 EXISTING SECURITY GRILLE + FLOOR TRACK TO BE REMOVED AT THIS LOCATION

D05 EXISTING MILLWORK TO BE REMOVED AT THIS LOCATION

D06 EXISTING PLUMBING FIXTURES TO BE REMOVED AT THIS LOCATION

D07 EXISTING GLASS BLOCK WINDOW TO BE REMOVED AT THIS LOCATION

D08 EXISTING GWB PIER BUILD-OUT TO BE REMOVED AT THIS LOCATION - REPAIR, PATCH AND PAINT EXISTING TENANT DEMISING WALL AS REQUIRED - REFER TO GENERAL NOTE A ABOVE

D09 REMOVE EXISTING WALL TILE AND WOOD PANELING AT THIS STOREFRONT ENTRY LOCATION - EXISTING STUD WALL TO REMAIN, TYP

D10 EXISTING FURRING WALL FRAMING TO REMAIN AT THIS WALL LOCATION - V.I.F.

LANDLORD NOTES

A DEMOLITION NOTE: MALL REQUIRED SUBS MUST COMPLETE ALL 'MAKE SAFE' WORK PRIOR TO COMMENCEMENT OF DEMOLITION WORK. THIS INCLUDES THE MALL FIRE ALARM CONTRACTOR INSTALLATION OF A TEMPORARY HEAT DETECTION SYSTEM FOR COVERAGE DURING CONSTRUCTION AS WELL AS CLOSING OF THE SPRINKLER ISOLATION VALVE. CORDINATE WITH MALL OPERATIONS MANAGER

B ALL DEMOLITION WORK SHOWN ON PLAN IS SUBJECT TO REVIEW AND APPROVAL BY ADAM SKRZYPCZAK, LANDLORD'S OPERATIONS MANAGER. VERIFY ANY DEMOLITION WORK REQUIRED BY THE LANDLORD THAT IS NOT SHOWN ON PLANS WITH ADAM SKRZYPCZAK PRIOR TO BID. MAY BE REQUIRED TO USE LANDLORD APPROVED CONTRACTORS. VERIFY ANY WORK REQUIRED TO PROTECT LANDLORD AND TENANT FIRE ALARM / LIFE SAFETY SYSTEM WIRING + DEVICES, SPRINKLER PIPING, DUCTWORK, PLUMBING, COMMUNICATION SYSTEM WIRING, ETC. DURING DEMOLITION AND NEW CONSTRUCTION WITH ADAM SKRZYPCZAK AND THE TENANT'S ARCHITECT PRIOR TO BID / START OF WORK. MUST COVER RETURN AIR OPENINGS PRIOR TO START OF DEMOLITION WORK AND / OR NEW CONSTRUCTION. VERIFY LANDLORD REQUIREMENTS WITH ADAM SKRZYPCZAK PRIOR TO BID. REMOVE ALL ABANDONED FLOOR SLAB PENETRATIONS, AND CONDUIT, WIRING, PLUMBING, SUPPORTS, ETC. LOCATED ABOVE AND BELOW FLOOR SLAB AS REQUIED. MUST PATCH ALL FLOOR SLAB PENETRATIONS AND HAVE INSPECTED BY THE LANDLORD PRIOR TO INSTALLING ANY NEW FLOORING. SEE LANDLORD NOTES ON PLUMBING ANF ELECTRICAL PLANS REGARDING REUSE OF EXISTING AND VERIFY ALL WORK REQUIRED BYT HE LANDLORD WITH ADAM SKRZYPCZAK PRIOR TO BID.

C ALL DEMOLITION IS TO BE PERFORMED SO AS NOT TO DISTURB ADJACENT TENANTS OR RETAIL CUSTOMERS. ANY LOUD DEMO IS TO BE COORDINATED WITH THE MALL MANAGER TO OCCUR DURING MALL OFF HOURS.

D MAINTAIN FIRE RATING AT DEMISING WALLS AND STRUCTURAL COLUMNS

E. PROVIDE TEMPORARY CONSTRUCTION BARRICADE PRIOR TO COMMENCEMENT OF CONSTRUCTION, PER INSTRUCTION OF LOCAL GENERAL GROWTH AUTHORITY. DO NOT FASTEN TO MALL FINISH MATERIAL. TENANT IS TO SUBMIT BARRICADE GRAPHICS FOR REVIEW AND APPROVAL BY LANDLORD.

F. TEMPORARY CONSTRUCTION BARRICADES:

BOSTON BARRICADE COMPANY IS THE EXCLUSIVE PROVIDER AND INSTALLER OF ALL BARRICADES AND GRAPHICS.

BOSTON BARRICADE COMPANY WILL INSTALL ALL BARRICADES AND GRAPHICS IN ACCORDANCE WITH GGP CRITERIA.

ALL COSTS ASSOCIATED WITH SUCH BARRICAFE AND GRAPHIC INSTALLATION WILL BE THE RESPONSIBILITY OF THE TENANT AND WILL BE BILLED ACCORDINGLY BY BOSTON BARRICADE

THE TENANT MUST INSTALL A HIGH RESOLUTION, FULL WRAP BARRICADE GRAPHIC w/ 3' RETURNS AT EACH END. THE GRAPHICS MUST BE SUBMITTED TO THE GGP MARKETING DEPARTMENT FOR APPROVAL PRIOR TO INSTALLATION. FULL WRAP BARRICADE GRAPHICS MUST BE INSTALLED AT THE TIME OF BARRICADE INSTALLATION.

BARRICADES AND GRAPHICS MUST BE KEPT IN GOOD REPAIR THROUGHOUT THE DURATION OF TENANT'S CONSTRUCTION

IF A REAR ACCESS DOOR INTO THE SPACE DOES NOT EXIST, A DOOR IN THE BARRICADE MAY BE PERMITTED AT THE DISCRETION OF GGP'S ON-SITE REPRESENTATIVE ALTHOUGH NOT PREFERRED. ANY SUCH DOOR INSTALLED IN THE BARRICADE SHALL BE FRAMELESS WITH CONCEALED HINGES TO ALLOW FOR SMOOTH GRAPHIC INSTALLATION. THE DOOR HARDWARE SHOULD BE INSTALLED AFTER THE GRAPHIC FOR A SMOOTH GRAPHIC INSTALLATION. THE DOOR HARDWARE SHOULD BE INSTALLED AFTER THE GRAPHIC TO ALLOW FOR A SEAMLESS FINISHED INSTALLATION. ALL DOORS MUST SECURELY LATCH IN THE CLOSED POSITION AND BE WELL MAINTAINED FOR THE DURATION OF THE PROJECT.

TRUE NORTH

REGISTERED ARCHITECT
VINCE PAN
NO. 20568
BOSTON
MA
COMMONWEALTH OF MASSACHUSETTS

ANALOGUE STUDIO

Tous Les Jours

Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/30/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

DEMOLITION PLAN

SCALE: 1/4" = 1'-0"
DATE: 04/01/2019
DRAWN BY: MM
CHECKED BY: BA

D1.01

FIRE PROTECTION LEGEND AND ABBREVIATIONS

		WET SYSTEM SPRINKLER PIPING
	S	STANDPIPE SUPPLY PIPING
	SPR	EXISTING SPRINKLER PIPING ABOVE GROUND
	FDC	FIRE DEPARTMENT CONNECTION
	FCV	FLOOR CONTROL VALVE ASSEMBLY
DCBP	DCBP	DOUBLE CHECK BACKFLOW PREVENTER ASSEMBLY
		CAP
	CTE	CONNECT TO EXISTING PIPING
	SPRINKLER HEAD - CONCEALED PENDENT, QUICK RESPONSE	
	SPRINKLER HEAD - CONCEALED/RECESSED PENDANT HIGH TEMPERATURE, QUICK RESPONSE	
	SPRINKLER HEAD - CONCEALED SPACE UPRIGHT, QUICK RESPONSE	
	SPRINKLER HEAD - DRY, QUICK RESPONSE TYPE, HIGH TEMPERATURE	
	SPRINKLER HEAD - RECESSED SIDEWALL, DRY, QUICK RESPONSE	
	SPRINKLER HEAD GUARD	
	ELBOW UP OR RISE	
	ELBOW DOWN OR DROP	
	ALARM CHECK VALVE	
	CHECK VALVE	
	HYDRAULIC CALCULATION NODE	
	KEYNOTE DESIGNATION / DRAWING KEYNOTE	
	DETAIL DESIGNATION NUMBER DRAWING NUMBER	

GENERAL SPECIFICATIONS

1. CONCEALED PENDENT AND UPRIGHT SPRINKLER HEADS SHALL BE QUICK RESPONSE, BRASS/CHROME FINISH, 1/2"ORIFICE, 5.6K FACTOR. TEMPERATURE RATINGS OF THE SPRINKLER HEADS SHALL BE IN ACCORDANCE WITH NFPA-13.

2. ALL NEW SPRINKLER HEADS, PIPING AND FITTINGS SHALL BE UL LISTED AND FM APPROVED, AND SHALL BE RATED AT 175 PSI WORKING PRESSURE. SPRINKLER HEADS SHALL BE BY VIKING, TYCO, RELIABLE, OR APPROVED EQUAL.

3. ALL ABOVE GROUND PIPING 2-INCH AND SMALLER SHALL BE SCHEDULE 40 BLACK STEEL WITH THREADED FITTINGS. ALL ABOVE GROUND PIPING LARGER THAN 2-INCH SHALL BE SCHEDULE 10 BLACK STEEL WITH GROOVED FITTINGS. ALL DRAIN PIPING SHALL BE SCHEDULE 40 HOT DIPPED GALVANIZED WITH THREADED FITTINGS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING ALL CEILINGS AND WALL AS REQUIRED FOR INSTALLATION OF SPRINKLER SYSTEMS. ALL CEILINGS AND WALLS SHALL BE PATCHED TO THE OWNER / ARCHITECT'S SATISFACTION.

5. ALL HANGERS SHALL BE SUPPORTED FROM THE BUILDING STRUCTURE. ALL HANGERS AND RODS SHALL BE HOT DIPPED GALVANIZED. BAND TYPE HANGERS SHALL BE USED FOR SIZES 3-INCH AND SMALLER. CLEVIS TYPE HANGERS SHALL BE USED FOR PIPE SIZES 4-INCH AND LARGER. RODS SIZES SHALL CONFORM TO NFPA-13 REQUIREMENTS.

6. ALL SPRINKLER WORK SHALL BE TESTED IN ACCORDANCE WITH NFPA 13 LATEST ACCEPTED EDITION. THE TEST SHALL BE WITNESSED BY THE LOCAL FIRE DEPARTMENT, THE OWNER REPRESENTATIVE, THE OWNER'S INSURANCE AUTHORITY. THE CONTRACTOR SHALL PROVIDE THE EQUIPMENT, COORDINATION AND NOTIFICATION OF ALL APPLICABLE AUTHORITIES FOR THE SPRINKLER PIPING TEST.

7. ALL FIRE PROTECTION SYSTEMS AND EQUIPMENT SHALL BE BY VIKING, GRINNELL OR VICTAULIC.

8. ALL WATERTIGHT SLEEVES, AND FIRE RATED SLEEVES SHALL BE BY LINKSEAL. ALL SLEEVES SHALL BE GALVANIZED STEEL FOR OUTDOOR OR UNDERGROUND APPLICATIONS, AND BLACK STEEL FOR INDOOR APPLICATIONS.

9. ALL SPRINKLER SYSTEMS SHALL BE DESIGNED, INSTALLED IN ACCORDANCE WITH NFPA-13 LATEST ACCEPTED EDITION.

10. ALL SPRINKLER HEADS SHALL BE LOCATED IN THE CENTER OF THE CEILING TILES WHERE TILES ARE USED. COORDINATE WITH ARCHITECTURAL PLANS, FOR ALL CEILING TYPES AND CONDITIONS, AND OTHER TRADES

LANDLORD NOTES

1. VERIFY ANY WORK REQUIRED TO PROTECT LANDLORD AND TENANT FIRE ALARM/LIFE SAFTY SYSTEM WIRING & DEVICES, SPRINKLER PIPING, DUCTWORK, PLUMBING, COMMUNICATION SYSTEM WIRING ETC. DURING DEMOLITION AND NEW CONSTRUCTION WITH ADAM SKRZYPCZAC AND THE TENANT'S ARCHITECT PRIOR TO BID/START OF WORK.
2. REUSE OF EXISTING SPRINKLER PIPING, HEADS, ETC. IS SUBJECT TO FIRE DEPT. AND LANDLORD APPROVAL. VERIFY IF THERE IS ANY PIPING, HEADS, ETC. NOT ALLOWED TO BE REUSED WITH THE FIRE DEPT., THE LANDLORD'S SPRINKLER CONTRACTOR AND ADAM SKRZYPCZAC PRIOR TO BID. MUST USE LANDLORDS SPRINKLER CONTRACTOR: SIMPLEX GRINNELL: DAVE OTTOLINI 617-965-5900.
3. SPRINKLER HEAD TYPES ARE SUBJECT TO APPROVAL BY LANDLORD. VERIFY TYPES ALLOWED/REQUIRED IN SALES AND STOCK AREAS WITH LANDLORD'S SPRINKLER CONTRACTOR AND ADAM SKRZYPCZAC PRIOR TO ORDERING/INSTALLING HEADS.
4. BEFORE PROCEEDING WITH SPRINKLER SYSTEM INSTALLATION, DRAWINGS AND HYDRAULIC CALCULATIONS (WHERE REQUIRED) SHOWING APPROVAL BY THE LANDLORD'S INSURANCE UNDERWRITER AND THE FIRE DEPT. MUST BE SUBMITTED TO THE LANDLORD.
5. THE LANDLORD'S OPERATIONS MANAGER SHALL HAVE THE AUTHORITY TO MAKE ON-SITE DECISIONS AND FIELD CHANGES IN ACCORDANCE WITH THE LANDLORD'S TENANT DESIGN CRITERIA, AND ANY SPECIFIC MALL OPERATION NEEDS/REQUIREMENTS NOT NOTED ON PLANS.
6. ALL WORK AND MATERIAL SHALL BE IN ACCORDANCE WITH THE LANDLORD'S (NATICK MALL TENANT CRITERIA MANUAL) ALL CONTRACTORS SHALL OBTAIN A COPY FROM THE LANDLORD'S TENANT COORDINATOR OR MALL OPERATIONS MANAGER AND BECOME FAMILIAR WITH THE REQUIREMENTS CONTAINED WITHIN PRIOR TO BIDDING THE JOB. WHERE LANDLORD'S REQUIREMENTS CONFLICT WITH CODES OR ORDINANCES, THE STRICTEST INTERPRETATION SHALL APPLY.

GENERAL NOTES

1. ALL FIRE PROTECTION SYSTEMS SHALL BE SEISMICALLY BRACED ACCORDING TO THE APPLICABLE SECTIONS OF THE MASSACHUSETTS STATE BUILDING CODE LATEST EDITION AND NFPA 13 LATEST ACCEPTED EDITION.
2. ALL FIRE PROTECTION SYSTEMS, EQUIPMENT AND PIPING SHALL BE DESIGNED, INSTALLED AND TESTED BY A SPRINKLER CONTRACTOR LICENSED AND EXPERIENCED IN THE STATE OF MASSACHUSETTS IN THE DESIGN, INSTALLATION AND TESTING OF STANDARD AND RESIDENTIAL SPRINKLER SYSTEMS.
3. ALL WORK PERFORMED SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE MASSACHUSETTS STATE BUILDING CODE AND NFPA 13, NFPA 14 AND NFPA 24 LATEST ACCEPTED EDITIONS AS WELL AS ALL RULES AND REGULATIONS OF THE AUTHORITY HAVING JURISDICTION. NFPA-13R SHALL NOT BE USED
4. ALL PIPING IN EXPOSED AREAS SHALL BE OF A TYPE SUITABLE FOR PAINTING ALL PIPING SHALL BE RUN CONCEALED WHEREVER POSSIBLE
5. CONTRACTOR SHALL PROVIDE FIRESTOPPING FOR ALL PENETRATIONS THRU FIRE WALLS AND FIRE RATED SEPARATIONS.
6. ALL SPRINKLER PIPING AND HEADS ARE SHOWN DIAGRAMMATICALY. CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES BEFORE WORK BEGINS TO INSURE THAT NO INTERFERENCE'S EXIST AND THAT ALL COMPONENTS OF THE SPRINKLER SYSTEM WILL FIT INTO THE SPACE.
7. CONTRACTOR SHALL COORDINATE WITH THE MECHANICAL AND ELECTRICAL DRAWINGS FOR LOCATIONS OF DUCTWORK, DIFFUSERS AND LIGHT FIXTURES. CONTRACTOR SHALL COORDINATE WITH THE ARCHITECTURAL DRAWINGS FOR CEILINGS, CEILING SPACES AND ROOMS.
8. CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL SCAFFOLDING, HOISTING EQUIPMENT AND DERRICKS NECESSARY FOR INSTALLATION OF WORK
9. THE DRAWINGS SHALL NOT BE USED BY THE CONTRACTOR AS SPRINKLER SYSTEM SHOP DRAWINGS. THE CONTRACTOR SHALL PRODUCE A COMPLETE SET OF WORKING FIRE PROTECTION SYSTEM SHOP DRAWINGS IN ACCORDANCE WITH NFPA 13. THE SYSTEM SHALL BE HYDRAULICALLY CALCULATED PER THE DESIGN CRITERIA PROVIDED AND REQUIRED. ALL DRAWINGS AND CALCULATIONS SHALL BE STAMPED AND SIGNED BY THE CONTRACTORS REGISTERED FIRE PROTECTION ENGINEER AND SHALL BE SUBMITTED TO THE LOCAL FIRE DEPARTMENT FOR APPROVAL AND PERMIT. THIS SHALL BE DONE PRIOR TO THE COMMENCEMENT OF ANY SPRINKLER WORK. AN ADDITIONAL SET OF PLANS AND CALCULATIONS AS DESCRIBED ABOVE SHALL BE SUBMITTED TO THE LOCAL BUILDING DEPARTMENT FOR APPROVAL PRIOR TO THE COMMENCEMENT OF ANY SPRINKLER WORK.

   PLANS AND HYDRAULIC CALCULATIONS AS DESCRIBED ABOVE SHALL ALSO BE SUBMITTED TO THE OWNERS INSURANCE AUTHORITY AND THE ARCHITECT FOR APPROVAL PRIOR TO THE COMMENCEMENT OF ANY SPRINKLER WORK.

   ALL DRAWING SUBMITTALS SHALL INCLUDE COMPLETE SYSTEM RISER DIAGRAMS.

   ALL SUBMITTALS SHALL INCLUDE MANUFACTURERS ORIGINAL CATALOG DATA AND DESCRIPTIVE INFORMATION FOR ALL MAJOR COMPONENTS OF THE EQUIPMENT TO BE SUPPLIED.

   ALL DRAWING SUBMITTALS SHALL INDICATE ALL CONTROL VALVES, SUPERVISORY AND ALARM SWITCHES, ALL TEST AND DRAIN VALVES.

   NO FIRE PROTECTION SYSTEMS PIPE FABRICATION OR ANY INSTALLATION WORK AT THE SITE SHALL BEGIN UNTIL THE SPRINKLER CONTRACTOR HAS SUBMITTED THE SPRINKLER CONTRACTORS ENGINEERED SHOP DRAWINGS AND HYDRAULIC CALCULATIONS AND ALL SUPPORTING MATERIAL, ALL AS DESCRIBED ABOVE, TO THE LOCAL FIRE DEPARTMENT AUTHORITY FOR PERMIT, THE BUILDING DEPARTMENT AND THE OWNERS INSURANCE AUTHORITY FOR APPROVAL. THE SPRINKLER CONTRACTOR SHALL OBTAIN THE PERMIT AND WRITTEN APPROVALS FROM THE ABOVE LISTED AUTHORITIES PRIOR TO THE COMMENCEMENT OF ANY WORK ASSOCIATED WITH THE FIRE PROTECTION SYSTEMS.
10. PROVIDE WIRE CAGE GUARD PROTECTION FOR ALL SPRINKLER HEADS INSTALLED IN MECHANICAL ROOMS AND UTILITY CLOSETS UNLESS CONCEALED TYPE HEADS ARE USED
11. THE DRAWINGS ARE NOT INTENDED TO SHOW EXACT SPRINKLER HEADS LOCATIONS, NUMBER OF SPRINKLER HEADS, OR THE EXACT ROUTING OF PIPING. THIS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL COORDINATE WITH THE ARCHITECTURAL DRAWINGS FOR ALL CEILING TYPES
12. CONTRACTOR SHALL PROVIDE A KNOX BOX IN AN ACCESSIBLE AND VISIBLE LOCATION. TYPE AND LOCATION OF THE KNOX BOX SHALL BE APPROVED BY THE LOCAL FIRE DEPARTMENT.
13. SPRINKLER CONTRACTOR SHALL PROVIDE ALL CUTTING AND PATCHING IN ORDER TO ACCOMMODATE THE SPRINKLER WORK.
14. THE CONTRACTOR SHALL MAKE REASONABLE CHANGES TO THE SPRINKLER HEAD LOCATIONS AS A RESULT OF THE COORDINATION WITH THE MECHANICAL AND ELECTRICAL DRAWINGS AND AT NO EXTRA COST TO THE CONTRACT.
15. THE TERM "CONTRACTOR" SHALL MEAN "SPRINKLER CONTRACTOR"
16. THE CONTRACTOR SHALL PROVIDE A FIRE DEPARTMENT PERSONNEL STAFFED "FIRE WATCH" DURING ALL WELDING OPERATIONS.
17. THE FIRE DEPARTMENT CONNECTION TYPE AND LOCATION SHALL BE APPROVED BY THE LOCAL FIRE DEPARTMENT PRIOR TO PURCHASE AND INSTALLATION
18. ALL ABOVE AND BELOW GROUND PIPING SYSTEMS SHALL BE FLUSHED IN ACCORDANCE WITH NFPA-13 AND NFPA-24. NO CONNECTION OF THE ABOVE GROUND PIPING SYSTEMS SHALL BE MADE UNTIL ALL BELOW GROUND PIPING HAS BEEN FLUSHED AND FLUSHING REPORTS HAVE BEEN FILLED OUT AND SIGNED. FLUSHING REPORTS OF THE SITE WATER MAINS SHALL BE OBTAINED BY THE SPRINKLER CONTRACTOR FROM THE SITE CONTRACTOR SHOWING FLUSHING OF THE SITE WATER MAINS BEFORE ANY CONNECTIONS TO THE BUILDING FIRE PROTECTION PIPING SYSTEMS ARE MADE.
19. THE SPRINKLER CONTRACTOR SHALL PROVIDE A MINIMUM OF 48 HOURS ADVANCE NOTICE TO THE LOCAL FIRE DEPARTMENT PRIOR TO THE FINAL SPRINKLER SYSTEMS ACCEPTANCE TEST. THE FINAL ACCEPTANCE TEST SHALL BE WITNESSED BY THE LOCAL FIRE DEPARTMENT. ANY DEFECTS FOUND DURING THE ACCEPTANCE TEST SHALL BE REPAIRED BY THE SPRINKLER CONTRACTOR AND THE ENTIRE SPRINKLER SYSTEM RETESTED AS DESCRIBED ABOVE. THIS SHALL BE REPEATED UNTIL THE SPRINKLER SYSTEM IS FREE OF ALL DEFECTS AND THE ENTIRE SPRINKLER SYSTEM IS ACCEPTED BY THE LOCAL FIRE DEPARTMENT.
20. THE SPRINKLER CONTRACTOR SHALL COORDINATE WITH THE LOCAL FIRE DEPARTMENT FOR A MINIMUM OF TWO SPRINKLER SYSTEMS INSPECTIONS, ONE PRIOR TO THE CEILING ROUGH INSTALLATION AND ONE AFTER FINISH CEILINGS HAVE BEEN INSTALLED
21. THE SPRINKLER CONTRACTOR SHALL PROVIDE THE LOCAL FIRE DEPARTMENT WITH A COPY OF THE SPRINKLER SYSTEMS TEST RESULTS
22. THE SPRINKLER CONTRACTOR SHALL COORDINATE WITH THE LOCAL FIRE DEPARTMENT FOR ALL REQUIREMENTS FOR APPROVAL AND ACCEPTANCE OF THE SPRINKLER SYSTEMS AND DESIGN DRAWINGS, PRIOR TO THE COMMENCEMENT OF ANY SPRINKLER DESIGN OR INSTALLATION WORK
23. THE SPRINKLER CONTRACTOR SHALL CAREFULLY COORDINATE THE INSTALLATION OF ALL PIPING, VALVES AND EQUIPMENT IN THE SPRINKLER ROOM WITH THE PLUMBING CONTRACTOR TO INSURE THAT BOTH TRADES FIT INTO THE SPACE WITHOUT INTERFERENCE.
24. THE SPRINKLER CONTRACTOR SHALL PROVIDE ALL SPRINKLER HEADS WITH FACTORY APPLIED COLOR FINISHES TO MATCH THAT OF THE FINISH OF THE CEILING OR WALL THAT THE SPRINKLER HEAD IS BEING INSTALLED INTO. THE SPRINKLER CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT FOR ALL CEILING TYPES AND FINISHES PRIOR TO PURCHASE AND INSTALLATION OF THE SPRINKLER HEADS.
25. ALL FIRE DEPARTMENT CONNECTIONS AND FIRE DEPARTMENT HOSE VALVES SHALL BE APPROVED BY THE FIRE DEPARTMENT PRIOR TO PURCHASE
26. THE SPRINKLER CONTRACTOR SHALL PROVIDE SIGNAGE AT ALL FIRE DEPARTMENT CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH THE FIRE DEPARTMENT FOR ACCEPTABLE SIGNAGE TYPES AND TERMINOLOGIES.
27. THE SPRINKLER CONTRACTOR SHALL PROVIDE ALL SPRINKLER HEAD SUPPLY DROPS OR SPRIG UP RISERS TO AND INCLUDING FINAL CONNECTION OF ALL SPRINKLER HEADS
28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL AREAS OF HYDRAULIC CALCULATIONS BASED ON NFPA-13 AS APPLICABLE
29. REMOTE DESIGN AREAS ARE NOT SHOWN ON THE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE SPRINKLER CONTRACTOR TO SELECT ALL DESIGN AREAS AND DESIGN DENSITIES AS WELL AS THE NUMBER OF SPRINKLER HEADS IN ALL AREAS OF OPERATION THAT WILL BE USED TO CREATE THE SPRINKLER CONTRACTORS SHOP DRAWINGS AND HYDRAULIC CALCULATIONS. ALL DESIGN AREAS, DESIGN DENSITIES AND THE NUMBER OF OPERATING SPRINKLER HEADS SHALL BE SELECTED BY THE SPRINKLER CONTRACTOR IN ACCORDANCE WITH NFPA-13. HYDRAULIC CALCULATIONS SHALL BE PERFORMED FOR EVERY BUILDING REQUIRING SPRINKLER COVERAGE.
30. THE DRAWINGS ARE NOT INTENDED TO SHOW ALL FIRE RATED SEALS THRU RATED FLOORS AND WALLS. THE SPRINKLER CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE ARCHITECTURAL DRAWINGS FOR ALL FIRE RATED FLOORS AND WALL AND SHALL PROVIDE A FIRE RATED SEAL FOR EACH AND EVERY PIPE PENETRATION THRU EACH AND EVERY FIRE RATED FLOOR OR WALL.
31. PRIOR TO THE SPRINKLER SYSTEMS DESIGN, THE SPRINKLER CONTRACTOR SHALL CONDUCT A HYDRANT FLOW TEST IN ORDER TO OBTAIN CURRENT FLOW AND PRESSURE DATA AND SHALL USE THIS NEWLY OBTAINED DATA TO PERFORM HIS HYDRAULIC CALCULATIONS FOR THE SPRINKLER SYSTEM SHOP DRAWINGS DESCRIBED IN NOTE 9 ABOVE. THE HYDRANT FLOW TEST SHALL BE CONDUCTED IN ACCORDANCE WITH NFPA-13. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL WATER AUTHORITY FOR THE FLOW TEST.

   THE SPRINKLER CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, MATERIALS, PAY ALL FEES AND PERFORM ALL COORDINATION WITH THE LOCAL WATER AUTHORITY FOR THE HYDRANT FLOW TEST.
32. THE FIRE PROTECTION CONTRACTOR SHALL CREATE A SCALE DRAWING FOR THE BUILDING SHOWING THE LOCATIONS OF ALL BACKFLOW PREVENTION DEVICES AND DETAILS OF EACH OF THEIR INSTALLATION METHODS. THE FIRE PROTECTION CONTRACTOR SHALL ALSO OBTAIN MANUFACTURER CUT SHEETS OF ALL BACKFLOW PREVENTION DEVICES AND SHALL INDICATE THE SIZES AND MODEL NUMBERS BEING USED. THE FIRE PROTECTION CONTRACTOR SHALL SUBMIT THESE DRAWINGS AND CUT SHEETS TO THE LOCAL WATER DEPARTMENT AUTHORITY FOR APPROVAL. NO BACKFLOW PREVENTION DEVICE SHALL BE INSTALLED UNTIL WRITTEN APPROVAL OF ALL BACKFLOW PREVENTION DEVICES HAS BEEN OBTAINED BY THE FIRE PROTECTION CONTRACTOR FROM THE LOCAL WATER DEPARTMENT AUTHORITY. THE FIRE PROTECTION CONTRACTOR SHALL BE RESPONSIBLE FOR REGISTERING ALL BACKFLOW PREVENTION DEVICES WITH THE LOCAL WATER DEPARTMENT AS WELL AS THE MASSACHUSETTS D.E.P.
33. THE FIRE PROTECTION DRAWINGS ARE NOT INTENDED TO SHOW ANY CEILING CONDITIONS, LIGHT FIXTURES, HVAC DIFFUSERS OR ANY EQUIPMENT OR DEVICES LOCATED IN THE CEILINGS. THE SPRINKLER CONTRACTOR SHALL OBTAIN ARCHITECTURAL CEILING PLANS, ELECTRICAL PLANS AND HVAC PLANS AND SHALL COORDINATE THE SPRINKLER HEAD LOCATIONS WITH ALL CEILING TYPES, LIGHT FIXTURES, HVAC DIFFUSERS AND ALL DEVICES AND EQUIPMENT THAT WILL BE LOCATED IN THE CEILINGS. THE SPRINKLER CONTRACTOR SHALL ADJUST THE LOCATIONS OF THE SPRINKLER HEADS SHOWN ON THE FIRE PROTECTION DRAWINGS AS REQUIRED TO COORDINATE WITH THE CEILING CONDITIONS. THESE ADJUSTMENTS SHALL BE MADE AT NO EXTRA COST TO THE CONTRACT.
34. ALL SPRINKLER HEADS SHALL BE LOCATED IN THE CENTER OF CEILING TILES UNLESS OTHERWISE DIRECTED BY THE ARCHITECT.
35. THE FIRE PROTECTION DRAWINGS ARE NOT INTENDED TO SHOW ANY CEILING CONDITIONS, CEILING GRIDS, CEILING TILES, LIGHT FIXTURES, HVAC DIFFUSERS OR ANY OTHER CEILING DETAILS. THE SPRINKLER CONTRACTOR SHALL OBTAIN THE CEILING PLANS, THE LIGHT FIXTURE LOCATIONS AND HVAC DIFFUSER LOCATIONS FROM THE ARCHITECT. THE SPRINKLER CONTRACTOR SHALL USED THIS INFORMATION TO LAYOUT THE LOCATIONS OF ALL SPRINKLER HEADS AND SHALL MAKE WHATEVER ADJUSTMENTS TO THE FIRE PROTECTION DRAWINGS NECESSARY TO ACCOMMODATE THE THE ACTUAL CEILING CONDITIONS. THESE ADJUSTMENTS SHALL BE MADE AT NO EXTRA COST TO THE CONTRACT.

BLW

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COMMONWEALTH OF MASSACHUSETTS
MICHAEL D. DUPUIS
No. 35811
PROFESSIONAL ENGINEER

ANALOGUE STUDIO

Tous Les Jours

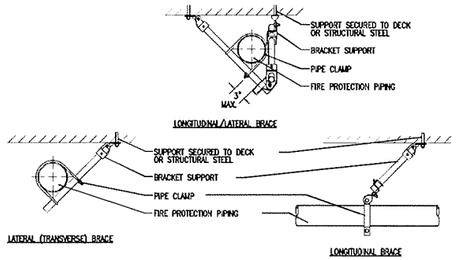
Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

FIRE PROTECTION LEGEND
NOTES & SCHEDULES

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: JW
CHECKED BY: MD

F0.01

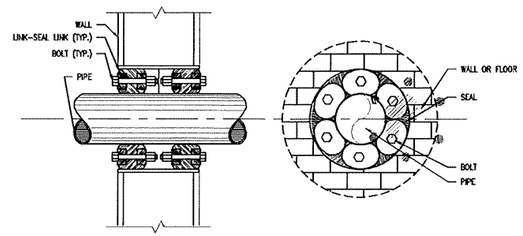


NOTE:

ALL APPLICABLE SPRINKLER PIPING SYSTEMS SHALL BE SEISMIC ALLY BRACED AND INSTALLED PER APPLICABLE SECTIONS OF THE STATE BUILDING CODE 8TH EDITION & NFPA 13 LATEST ACCEPTED EDITION.

SEISMIC BRACING SHALL BE BY TOLCO

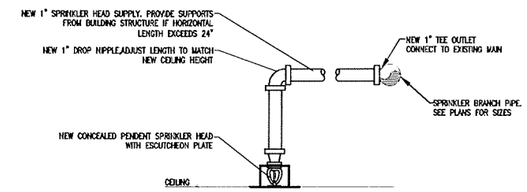
3 TYPICAL SEISMIC BRACING DETAIL
NOT TO SCALE



NOTE:

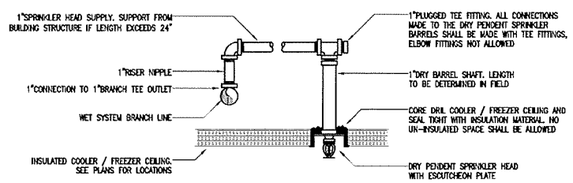
1. INSTALL LINK-SEAL ON BOTH ENDS OF THE CORE DRILLED OPENING.

2 PIPE SLEEVE THRU WALL
NOT TO SCALE



1. ALL CONCEALED SPRINKLER HEAD COVER PLATES SHALL COME COMPLETE WITH FACTORY APPLIED FINISH TO MATCH THAT OF THE CEILINGS TO WHICH THE SPRINKLER HEADS ARE BEING INSTALLED. THE SPRINKLER CONTRACTOR SHALL COORDINATE WITH THE ARCHITECTURAL DRAWINGS FOR ALL CEILING FINISHES AND SHALL ORDER THE SPRINKLER HEADS ACCORDINGLY.
2. THE SPRINKLER CONTRACTOR SHALL SUBMIT ALL CONCEALED SPRINKLER HEAD COVER PLATE FINISHES TO THE ARCHITECT FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION OF ANY SPRINKLER HEADS

1 TYPICAL NEW CONCEALED PENDANT SPRINKLER HEAD
NOT TO SCALE



NOTES:

1. THE SPRINKLER CONTRACTOR SHALL CONSULT WITH THE COOLER / FREEZER MANUFACTURER PRIOR TO MAKING ANY OPENING WITHIN THE COOLER OR FREEZER. ALL SPRINKLER HEAD PENETRATIONS SHALL BE MADE IN STRICT ACCORDANCE WITH THE COOLER / FREEZER MANUFACTURERS INSTRUCTIONS.

2. THE SPRINKLER CONTRACTOR SHALL CONSULT WITH THE COOLER / FREEZER MANUFACTURER PRIOR TO SEALING ANY OPENINGS IN AN COOLER / FREEZER. ALL SPRINKLER HEAD PENETRATIONS SHALL BE INSULATED AND SEALED IN STRICT ACCORDANCE WITH THE COOLER / FREEZER MANUFACTURERS INSTRUCTIONS.

4 DRY PENDANT SPRINKLER HEAD DETIAL
NOT TO SCALE

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COMMONWEALTH OF MASSACHUSETTS
MICHAEL DEVOYE
MECHANICAL
No. 35 REGISTERED
PROFESSIONAL ENGINEER

ANALOGUE STUDIO

Tous Les Jours

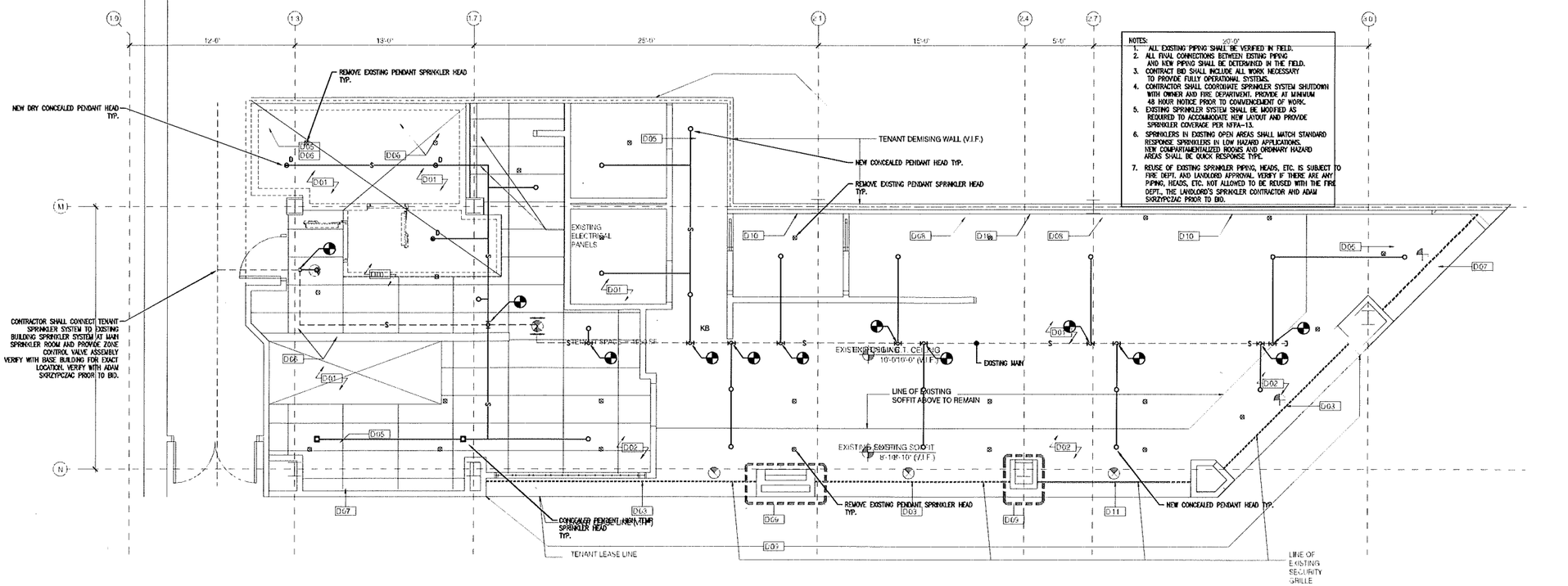
Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

FIRE PROTECTION DETAILS

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: JW
CHECKED BY: MD

F0.02



NOTES:

1. ALL EXISTING PIPING SHALL BE VERIFIED IN FIELD.
2. ALL FINAL CONNECTIONS BETWEEN EXISTING PIPING AND NEW PIPING SHALL BE DETERMINED IN THE FIELD.
3. CONTRACT BID SHALL INCLUDE ALL WORK NECESSARY TO PROVIDE FULLY OPERATIONAL SYSTEMS.
4. CONTRACTOR SHALL COORDINATE SPRINKLER SYSTEM SHUTDOWN WITH OWNER AND FIRE DEPARTMENT. PROVIDE AT MINIMUM 48 HOUR NOTICE PRIOR TO COMMENCEMENT OF WORK.
5. EXISTING SPRINKLER SYSTEM SHALL BE MODIFIED AS REQUIRED TO ACCOMMODATE NEW LAYOUT AND PROVIDE SPRINKLER COVERAGE PER NFPA-13.
6. SPRINKLERS IN EXISTING OPEN AREAS SHALL MATCH STANDARD RESPONSE SPRINKLERS IN LOW HAZARD APPLICATIONS. NEW COMPARTMENTALIZED ROOMS AND ORDINARY HAZARD AREAS SHALL BE QUICK RESPONSE TYPE.
7. REUSE OF EXISTING SPRINKLER PIPING, HEADS, ETC. IS SUBJECT TO FIRE DEPT. AND LANDLORD APPROVAL. VERIFY IF THERE ARE ANY PIPING, HEADS, ETC. NOT ALLOWED TO BE REUSED WITH THE FIRE DEPT., THE LANDLORD'S SPRINKLER CONTRACTOR AND ADAM SKRZYPCZAC PRIOR TO BID.

1 FIRE PROTECTION - First Floor Plan

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

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Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

FIRE PROTECTION
FLOOR PLAN

SCALE: AS NOTED
DATE: 04/01/2019
DRAWN BY: JW
CHECKED BY: MD

F1.00

GENERAL SPECIFICATION

1. DIELECTRIC INSULATING FITTINGS SHALL BE USED WHERE PIPES OF DISSIMILAR METALS ARE CONNECTED.
2. ALL PIPING SHALL BE NEW, INSTALLED PARALLEL TO BUILDING LINES AND PITCHED TO LOW POINTS.
3. PLUMBING CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL CONDITION AND COORDINATE THE BEST ROUTE OF NEW PIPING AND LOCATIONS OF NEW EQUIPMENT IN COORDINATION WITH THE WORK OF ALL OTHER TRADES, AND ALL CONDITION TO INSURE THAT ALL WILL FIT IN THE SPACE WITH NO INTERFERENCES.
4. ALL NEW SYSTEM SHALL BE TESTED, BALANCED AND ADJUSTED TO INSURE PROPER OPERATION AND CODE COMPLIANT INSTALLATION. PIPING AND EQUIPMENT SHALL BE TESTED IN ACCORDANCE WITH THE STATE PLUMBING CODE.
5. BAND HANGERS SHALL BE USED TO SUPPORT PIPING. PIPE SHIELDS SHALL BE INSTALLED TO PROTECT AGAINST DAMAGE TO THE PIPE INSULATION.. MINIMUM ⅜" RODS SHALL BE USED.
6. ALL WATER SUPPLY AND RETURN PIPING SHALL BE INSULATED WITH 1" FIBERGLASS INSULATION WITH FACTORY APPLIED JACKET. ALL FITTINGS AND VALVES SHALL BE PROVIDED WITH INSULATION AND WHITE PREMOLDED PVC INSULATION COVERS. ALL COLD WATER PIPING MAINS AND BRANCH RUNOUTS THAT ARE EXPOSED SHALL BE COVERED WITH WHITE PVC PIPE COVERS. THIS SHALL INCLUDE ALL FITTINGS AND VALVES. ALL FITTINGS AND VALVES SHALL BE PROVIDED WITH INSULATION AND WHITE PROMOLDED PVC INSULATION COVERS.
7. ABOVE GROUND WATER PIPING SHALL BE TYPE "L" COPPER LEAD FREE WITH SOLDER JOINTS USING 95/5 SOLDER. BELOW GROUND WATER PIPING SHALL BE TYPE "K" COPPER LEAD FREE WITH SILVER SOLDER JOINTS, FLARED END JOINTS OR OTHER FITTINGS AS APPROVED BY THE STATE PLUMBING CODE. ALL WATER PIPING & FITTINGS SHALL COMPLY WITH ANSI/NSF61 LEAD FREE REQUIREMENTS.
8. DRAIN AND VENT PIPING 2" AND SMALLER SHALL BE TYPE "L" COPPER WITH SOLDER JOINTS AND DRAINAGE PATTERN FITTINGS.
9. DRAIN AND VENT PIPING ABOVE GROUND LARGER THAN 2" SHALL BE SERVICE WEIGHT CAST IRON WITH STAINLESS NO-HUB FITTINGS AND COUPLINGS WITH NEOPRENE GASKET. DRAIN PIPING BELOW GROUND SHALL BE SIMILAR TO ABOVE GROUND PIPING, EXCEPT FOR MECHANICAL JOINT WITH PUSH ON FITTINGS AND RESILIENT GASKET. CAST IRON PIPING SHALL MEET THE SPECIFICATIONS OF THE CAST IRON SOIL PIPE INSTITUTE AND SHALL BE MARKED WITH THE COLLECTIVE TRADEMARK OF THE CAST IRON SOIL PIPE INSTITUTE "CISPI". DRAINAGE PIPING SHALL CONFORM TO ASTM A 74 AND CISPI 301. PVC PIPING MAY BE USED WHERE ALLOWED PER PLUMBING CODE.
10. ALL GAS PIPE 3 ½" AND SMALLER SHALL BE SCHEDULE 40 BLACK STEEL WITH THREADED ENDS AND SCREW FITTINGS. ALL GAS PIPE 4" AND LARGER SHALL BE SCHEDULE 40 BLACK STEEL WITH PLAIN ENDS AND WELDED FITTINGS. THE PLUMBING CONTRACTOR SHALL OBTAIN PERMITS FOR ALL WELDING WORK PRIOR TO ANY WELDING AT THE SITE.
11. SHUT OFF VALVES ON GAS PIPE 2" AND SMALLER SHALL BE GAS SERVICE RATED BALL VALVES, SHUT OFF VALVES LARGER THAN 2"SHALL BE IRON PLUG VALVES WITH FLANGED ENDS.
12. ALL VALVES INSTALLED ON PIPING INTENDED FOR POTABLE WATER AND/OR CONSUMPTION SHALL BE LEAD FREE.
13. BALL VALVES SHALL BE FULL PORT WITH STAINLESS STEEL BALL AND STEM WITH SOLDER OR THREADED FITTINGS AS APPLICABLE.
14. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING OF WALLS AND FLOORS TO ACCOMMODATE INSTALLATION OF NEW PIPING AND EQUIPMENT. THE PLUMBING CONTRACTOR SHALL PATCH ALL SURFACE TO MATCH EXISTING CONDITION, AND TO THE SATISFACTION OF THE OWNER/ARCHITECT.
15. ALL VALVES INDICATED SHALL BE BY APPOLLO, CONBRACO, WATTS, OR APPROVED EQUAL.
16. ALL CLEANOUTS SHALL BE BY J.R. SMITH, ZURN, WATTS, OR APPROVED EQUAL. CLEANOUT SHALL BE WITH BRONZE PLUGS.
17. ALL SHOCK ABSORBERS SHALL BE BY J.R. SMITH, WATTS, SIOUX CHIEF OR APPROVED EQUAL.
18. ALL VALVES SHALL BE PROVIDED WITH TAGS. ALL PIPING SHALL BE LABELED WITH ADHESIVE DECALS PER ASME AND STATE PLUMBING CODE STANDARDS.
19. PROVIDE ACCESS PANELS BY MILACRON. ACCESS PANELS SHALL BE 18"X18" AND SHALL BE WITH A PRIMED FINISH FOR PAINTING BY OTHERS. ACCESS PANELS SHALL BE TO THE G.C. FOR INSTALLATION. ALL ACCESS PANEL SHALL BE APPROVED BY THE OWNER/ARCHITECT PRIOR TO PURCHASE.
20. PROVIDE "P" TRAP FOR ALL FLOOR DRAINS, AND WHERE REQUIRED.
21. THE DRAWINGS ARE DIAGRAMMATIC ONLY. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT ROUTE OF ALL PIPING IN THE FIELD AND IN CONJUNCTION WITH COORDINATION OF ALL EXISTING CONDITIONS, NEW CONSTRUCTION, AND COORDINATION WITH ALL OTHER TRADE TO INSURE ALL OF THE PLUMBING SYSTEM WILL FIT INTO THE SPACE WITH NO INTERFERENCE BETWEEN ANY EXISTING OR NEW CONDITION AND ANY OTHER TRADE.
22. THE PLUMBING CONTRACTOR SHALL MAKE ALL FINAL CONNECTION TO ALL GAS-FIRED EQUIPMENT. ALL FINAL CONNECTION SHALL BE MADE WITH A SHUT OFF VALVE, UNION, AND DIRT LEG.
23. DIRT LEG SHALL BE PROVIDED AT THE BASE OF ALL VERTICAL GAS PIPING.
24. THE LOCATION OF ALL GAS-FIRED EQUIPMENT AND THE GAS CONNECTION ARE APPROXIMATE ONLY AND SHALL BE DETERMINED IN THE FIELD. THE PLUMBING CONTRACTOR SHALL COORDINATE WITH THE HVAC CONTRACTOR FOR LOCATIONS OF ALL GAS-FIRED EQUIPMENT AND THE GAS CONNECTION LOCATIONS.
25. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL EQUIPMENT REQUIRING PLUMBING CONNECTION.
26. ALL WATER PIPING SHALL BE TESTED FOR COLIFORM BY A LICENSED TESTING LAB. A CERTIFIED REPORT FROM THE LAB SHALL BE SUBMITTED TO THE PLUMBING INSPECTOR FOR REVIEW AND APPROVAL. THIS SHALL BE DONE AND APPROVAL SHALL BE OBTAINED FROM THE INSPECTOR PRIOR TO FINAL ACCEPTANCE OF THE PLUMBING WORK.
27. THE PLUMBING CONTRACTOR SHALL SUBMIT MANUFACTURERS' SHOP DRAWINGS FOR ALL PROPOSED MATERIAL, VALVE, AND EQUIPMENT TO THE PLUMBING ENGINEER FOR APPROVAL. WRITTEN APPROVAL OF ALL PROPOSED MATERIAL, VALVE, AND EQUIPMENT SHALL BE RECEIVED FROM THE PLUMBING ENGINEER PRIOR TO THE COMMENCEMENT OF ANY PLUMBING WORK.

KITCHEN NOTES

1. ALL PIPING CONNECTIONS SHOWN ARE APPROXIMATE ONLY. THE PLUMBING CONTRACTOR SHALL COORDINATE WITH THE KITCHEN CONTRACTOR FOR THE EXACT LOCATIONS AND REQUIREMENTS OF ALL PIPING DROPS AND FINAL CONNECTIONS, AS WELL AS ALL VALVES. THIS SHALL BE DONE PRIOR TO ANY INSTALLATION OF ANY PLUMBING SYSTEMS ASSOCIATED WITH THE KITCHEN.
2. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINAL PLUMBING CONNECTIONS TO ALL KITCHEN EQUIPMENT REQUIRING PLUMBING. ALL FINAL CONNECTIONS SHALL BE COORDINATED WITH THE KITCHEN CONTRACTOR PRIOR TO INSTALLATION. ALL FINAL PLUMBING CONNECTIONS TO ALL KITCHEN EQUIPMENT SHALL BE IN ACCORDANCE WITH THAT EQUIPMENT MANUFACTURER'S RECOMMENDATIONS AND THE STATE PLUMBING CODE.
3. THE TERM "KITCHEN EQUIPMENT" SHALL INCLUDE ALL FIXTURES, FAUCETS, SINKS, COOKING EQUIPMENT, ICE MAKERS, COFFEE MAKERS AND ANY EQUIPMENT OR FIXTURE IN THE KITCHEN THAT REQUIRES PLUMBING CONNECTIONS.
4. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL KITCHEN EQUIPMENT DRAWINGS AND CUTSHEET INFORMATION AND TO PERFORM ALL COORDINATION WITH THE KITCHEN CONTRACTOR AND KITCHEN EQUIPMENT VENDORS SO AS TO FAMILIARIZE THEMSELVES WITH EVERY PIECE OF KITCHEN EQUIPMENT REQUIRING PLUMBING CONNECTIONS. ALL FINAL CONNECTION POINTS, VALVE REQUIREMENTS AND DIMENSIONS SHALL BE DETERMINED AS A RESULT OF THIS COORDINATION. THE PLUMBING DRAWINGS SHALL NOT BE USED FOR DIMENSIONING OF ANY DRAIN, VENT, WATER OR GAS PIPING.
5. THE PLUMBING SHALL RUN ALL INDIRECT WASTE PIPING FROM KITCHEN EQUIPMENT TO INDIRECT WASTE AT FLOOR DRAINS AND FLOOR SINKS. THE PLUMBING CONTRACTOR SHALL COORDINATE WITH THE KITCHEN CONTRACTOR FOR ALL REQUIRED INDIRECT WASTE DRAINS. INDIRECT WASTE PIPING FROM KITCHEN EQUIPMENT MAY BE COPPER OR PVC AS APPROVED BY THE STATE PLUMBING CODE
6. THE LOCATIONS OF ALL FLOOR DRAINS AND FLOOR SINKS ARE SHOWN AS APPROXIMATE ONLY. THE PLUMBING CONTRACTOR SHALL COORDINATE A MEETING WITH THE ARCHITECT, THE GENERAL CONTRACTOR, AND THE KITCHEN CONSULTANT IN ORDER TO DETERMINE THE EXACT LOCATIONS OF ALL FLOOR DRAINS AND FLOOR SINKS AS WELL AS THE TYPE OF FLOOR DRAINS AND FLOOR SINKS USED. THE PLUMBING CONTRACTOR SHALL COORDINATE, AT THIS MEETING, THE LOCATIONS AND TYPES OF ALL FLOOR DRAINS AND FLOOR SINKS FOR THE KITCHEN EQUIPMENT AND FIXTURES.
7. PRIOR TO THE COMMENCEMENT OF ANY PLUMBING WORK, THE PLUMBING CONTRACTOR SHALL COORDINATE A MEETING WITH THE KITCHEN CONTRACTOR AND CONSULTANT, THE ARCHITECT, THE OWNER'S REPRESENTATIVE AND THE OWNER. THE PURPOSE OF THE MEETING WILL BE FOR THE PLUMBING CONTRACTOR TO PRESENT THE PROPOSED LOCATIONS OF ALL FLOOR PENETRATIONS AND UNDERFLOOR PIPING TO THE OWNER AND TO COORDINATE THE LOCATIONS OF ALL FLOOR PENETRATION AND UNDERFLOOR PIPING THAT WILL BE INSTALLED INTO THE SPACE BELOW THE KITCHEN FLOOR. NO PLUMBING WORK SHALL BEGIN UNTIL THE OWNER HAS REVIEWED AND APPROVED ALL FLOOR PENETRATIONS AND UNDERFLOOR PIPING INSTALLATIONS.
8. ALL KITCHEN EQUIPMENT, FIXTURES AND FAUCETS SHALL BE FURNISHED BY OTHERS. ALL EQUIPMENT AND FIXTURES SHALL BE INSTALLED BY THE PLUMBING CONTRACTOR. ALL FAUCETS FOR FIXTURES AND EQUIPMENT SHALL BE INSTALLED BY THE PLUMBING CONTRACTOR. ALL FAUCET AND FIXTURE TRIM, DRAINS, WASTES, SERVICE STOPS, P-TRAPS, WASTE ARMS, WATER SUPPLIES, SINK STRAINERS, TAILPIECES AND ALL PLUMBING TRIM ASSOCIATED WITH KITCHEN FIXTURES, FAUCETS AND EQUIPMENT INCLUDING ALL FINAL CONNECTIONS SHALL BE FURNISHED AND INSTALLED BY THE PLUMBING CONTRACTOR

GENERAL NOTES

1. ALL PLUMBING WORK SHALL BE DONE IN ACCORDANCE WITH THE MASSACHUSETTS STATE PLUMBING CODE, LATEST EDITION.
2. CAREFULLY COORDINATE LOCATION OF PIPING WITH ALL OTHER TRADES.
3. ALL PIPING SHOWN DIAGRAMMATICALLY AND EXACT LOCATION SHALL BE DETERMINED IN THE FIELD.
4. ALL PIPING SHALL BE RUN CONCEALED ABOVE CEILINGS, IN WALLS AND IN CHASES, UNLESS OTHERWISE NOTED.
5. NO STRUCTURAL MEMBERS SHALL BE CUT WITHOUT THE APPROVAL OF THE STRUCTURE ENGINEER.
6. ALL PIPING SHALL BE SUPPORTED FROM BUILDING STRUCTURE.
7. THE TERM "PROVIDE" SHALL MEAN FURNISH AND INSTALL.
8. RUN WATER PIPE ON THE WARM SIDE OF BUILDING INSULATION. NO WATER PIPING SHALL BE RUN ON EXTERIOR WALLS.
9. PROVIDE DRAWOFFS WITH BALL VALVE, HOSE END VACUUM BREAKER, CAP & CHAIN AT ALL DOMESTIC WATER LOW POINTS AND PITCH PIPING TO DRAIN.
10. ALL SANITARY WASTE PIPING SHALL PITCH A MIN OF ¼" PER FT. FOR PIPING 4" & LARGER, AND ⅛" PER FT FOR PIPING UP TO 3".
11. PROVIDE SHOCK ABSORBERS ON ALL PIPING SERVICING FLUSH VALVE FIXTURES.
12. ALL PIPING SHALL BE NEW, INSTALLED PARALLEL TO BUILDING LINES AND PITCHED TO LOW POINTS.
13. PLUMBING CONTRACTOR SHALL PROVIDE FIRESTOP/PMC FOR ALL PENETRATIONS THRU FIRE WALLS AND FIRE RATED SEPARATIONS. COORDINATE WITH ARCHITECTURAL DRAWINGS FOR THESE AREAS.
14. PLUMBING CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL SCAFFOLDING, HOISTING EQUIPMENT DERRICKS, ETC., NECESSARY FOR INSTALLATION OF WORK
15. ALL PLUMBING PIPING AND DRAINS SHALL BE KEPT CLEAR OF BLOCKAGE WHILE CONSTRUCTION IS UNDERWAY. ALL PLUMBING PIPING SHALL BE DEBURRED BEFORE JOINTS ARE MADE
16. THE PLUMBING CONTRACTOR SHALL PROVIDE ALL CUTTING AND PATCHING IN ORDER TO ACCOMMODATE THE PLUMBING WORK
17. WHERE PLUMBING DROPS ONLY ARE SHOWN TO FIXTURES OR GROUPS OF FIXTURES, THE PLUMBING CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS OF WATER, SANITARY AND VENT TO EACH FIXTURE. PLUMBING CONNECTIONS TO FIXTURES SHALL BE IN ACCORDANCE WITH THE PLUMBING FIXTURE SCHEDULE. PROVIDE SERVICE STOP AT EACH FIXTURE
18. ALL ISOLATION VALVES AND BUTTERFLY VALVES INSTALLED IN WALLS OR ABOVE CEILINGS SHALL BE PROVIDED WITH ACCESS PANELS . WHERE REMOVABLE SUSPENDED CEILING TILES ARE USED, NO ACCESS PANELS ARE REQUIRED.
19. ALL PIPING RISER PENETRATIONS THRU FLOORS SHALL BE SEALED WATER TIGHT
20. ALL EXISTING CONDITIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT INTENDED TO SHOW EXACT EXISTING CONDITIONS. ALL EXISTING CONDITIONS SHALL BE VERIFIED BY THE PLUMBING CONTRACTOR IN THE FIELD. ALL POINTS OF CONNECTION TO EXISTING SYSTEMS SHALL BE DETERMINED IN THE FIELD BY THE PLUMBING CONTRACTOR.
21. PRIOR TO BID, THE CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH ALL ASPECTS OF THE WORK AND ALL CONDITIONS TO WHICH THE WORK WILL BE INSTALLED. ANY DISCREPANCY BETWEEN THE WORK SHOWN ON THE DRAWINGS AND ANY CONDITIONS, EXISTING OR PROPOSED, SHALL BE SUBMITTED TO THE ARCHITECT IN WRITING. FAILURE OF THE CONTRACTOR TO FAMILIARIZE THEMSELVES WITH ALL EXISTING CONDITIONS AND THEIR RELATION TO THE NEW WORK AND FAILURE TO SUBMIT DISCREPANCIES IN WRITING TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF ANY PLUMBING WORK SHALL NOT BE ACCEPTED AS A CAUSE FOR ANY EXTRA CHARGE TO THE CONTRACT.
22. CONTRACTOR SHALL COORDINATE ALL SHUT DOWNS OF EXISTING SYSTEMS WITH OWNER. ALL SHUT DOWNS SHALL BE PERFORMED AS REQUESTED BY OWNER. NO SHUT DOWNS SHALL BE PERFORMED DURING NORMAL BUSINESS UNLESS AUTHORIZED BY OWNER

LANDLORDS NOTES

1. VERIFY ANY DEMOLITION WORK, AND ANY NEW WORK, REQUIRED BY THE LANDLORD THAT IS NOT SHOWN ON PLANS WITH ADAM SKRZYPCZAK, LANDLORD'S OPERATIONS MANAGER, PRIOR TO BID. VERIFY ANY WORK REQUIRED TO PROTECT LANDLORD AND TENANT FIRE ALARM & LIFE SAFETY SYSTEM WIRING & DEVICES, SPRINKLER PIPING, DUCTWORK, PLUMBING, COMMUNICATION SYSTEM WIRING, ETC. DURING DEMOLITION AND NEW CONSTRUCTION WITH ADAM SKRZYPCZAK AND THE TENANTS ARCHITECT PRIOR TO BID & START OF WORK. MUST COVER RETURN AIR OPENINGS PRIOR TO START OF DEMOLITION WORK AND/OR NEW CONSTRUCTION. VERIFY LANDLORD REQUIREMENTS WITH ADAM SKRZYPCZAK PRIOR TO BID. REMOVE ALL ABANDONED PLUMBING AND SUPPORTS ABOVE AND BELOW FLOOR SLAB AS REQUIRED. MUST PATCH ALL FLOOR SLAB CORES AND HVAC INSPECTED BY THE LANDLORD PRIOR TO INSTALLING ANY NEW FLOORING. VERIFY WITH ADAM SKRZYPCZAK PRIOR TO BID. VERIFY CONNECTION REQUIREMENTS, AND POINTS AND SIZES OF CONNECTIONS TO LANDLORD'S SANITARY WASTE, VENT AND WATER TAPS WITH ADAM SKRZYPCZAK PRIOR TO BID. PLUMBING FIXTURES AND EQUIPMENT SCHEDULED, AND LOCATIONS SHOWN ON PLANS ARE SUBJECT TO BUILDING DEPT. AND HEALTH DEPT. APPROVAL. VERIFY FIXTURES AND EQUIPMENT WHERE A BACKFLOW PREVENTION DEVICE IS REQUIRED WITH THE HEALTH DEPT. AND BUILDING DEPT. PRIOR TO BID. WALK-IN FREEZERS AND WALK-IN COOLERS MUST BE FURNISHED WITH AN INSULATED FLOOR. TENANT SPACE BELOW. VERIFY APPROVED FLOOR SLAB PENETRATION LOCATIONS AND THE FOLLOWING LANDLORD REQUIREMENTS WITH THE TENANTS ARCHITECT AND ADAM SKRZYPCZAK PRIOR TO BID: FLOOR SLAB CORING AND SLEEVING, PIPE ROUTING AND LABELING IN CEILING OF SPACE BELOW; FLOOR SLAB WATERPROOFING. MAY BE REQUIRED TO PERFORM RADON/SOIL/X-RAY VERIFICATION SURVEY OF FLOOR SLAB. AND/OR USE LANDLORD APPROVED CORING AND FLOOR SLAB WATERPROOFING CONTRACTORS. FLOOD TEST IS REQUIRED. RECOMMEND PROVIDE CORROSION RESISTANT PIPING FOR ALL WASTE PIPING BELOW FLOOR SLAB SERVING CARBONATED BEVERAGE EQUIPMENT. MAY BE REQUIRED VERIFY WITH THE BUILDING DEPT. AND ADAM SKRZYPCZAK PRIOR TO BID. PVC PIPING IS NOT ALLOWED PER LANDLORD'S TENANT CRITERIA MANUAL. VERIFY THE FOLLOWING WITH THE GAS COMPANY AND ADAM SKRZYPCZAK PRIOR TO BID: AVAILABLE MBH & PRESSURE AT GAS TAP, POINT-OF-CONNECTION TO GAS TAP, CONNECTION & METER REQUIREMENTS. APPROVED PIPING ROUTE TO RTU. PIPING SUPPORT & CORROSION PROTECTION REQUIREMENTS. ALL WORK REQUIRED BY THE LANDLORD, ROOF CURBS, ROOF PENETRATIONS AND EQUIPMENT SUPPORT RAILS SHALL BE "TryCurb" BY THYSSEN CORP., OR EQUAL, AS APPROVED BY LANDLORD'S ROOFING CONTRACTOR AND ADAM SKRZYPCZAK. WOOD SLEEPERS ARE NOT ALLOWED. VERIFY REQUIREMENTS PRIOR TO BID. PIPE AND CONDUIT SUPPORTS SHALL BE PILLOW BLOCK PA PESTI AND, BY MIRO INDUSTRIES, OR EQUAL AS APPROVED BY LANDLORD'S ROOFING CONTRACTOR. WOOD SLEEPERS ARE NOT ALLOWED. VERIFY REQUIREMENTS WITH ROOFING CONTRACTOR AND ADAM SKRZYPCZAK PRIOR TO BID. PROVIDE ROOF PROTECTION PAD UNDER ALL SUPPORTS. ALL MATERIALS AND WORK IN A CEILING RETURN AIR PLENUM SHALL BE "PLENUM RATED/APPROVED" AS PER BUILDING DEPT. REQUIREMENTS. VERIFY REQUIREMENTS WITH THE TENANTS ARCHITECT AND THE BUILDING DEPT. PRIOR TO BID & START OF WORK. VERIFY LANDLORD APPROVED METHODS FOR ATTACHING TO THE BUILDING STRUCTURE WHEN HANGING & SUPPORTING HVAC EQUIPMENT, DUCTWORK, PIPING, WATER HEATERS, TRANSFORMERS, FIXTURES, CONDUIT, ETC. WITH THE TENANTS ARCHITECT AND ADAM SKRZYPCZAK PRIOR TO BID. ATTACHING TO ROOF DECK, OR UPPER LEVEL FLOOR SLAB, IS NOT ALLOWED. MAY BE REQUIRED TO SUBMIT DETAILS TO LANDLORD'S STRUCTURAL ENGINEER FOR APPROVAL AT THE TENANTS EXPENSE. PROVIDE ACCESS TO ANY LANDLORD AND/OR TENANT EQUIPMENT, VALVES, DAMPERS, CONTROLS, CLEANOUTS, J-BOXES, ETC. LOCATED ABOVE CEIL. BOARD CEILING AND ANY OTHER INACCESSIBLE AREAS AS REQUIRED. VERIFY/COORDINATE REQUIRED ACCESS PANEL LOCATIONS WITH THE TENANTS ARCHITECT AND ADAM SKRZYPCZAK PRIOR TO BID/START OF WORK. SEE NOTES ON PLANS AND VERIFY ALL MATERIALS AND WORK REQUIRED BY THE LANDLORD PRIOR TO BID. THE LANDLORD'S OPERATIONS MANAGER SHALL HAVE THE AUTHORITY TO MAKE ON-SITE DECISIONS AND FIELD CHANGES IN ACCORDANCE WITH THE LANDLORD'S TENANT DESIGN CRITERIA, AND ANY SPECIFIC MALL OPERATION NEEDS/REQUIREMENTS NOT NOTED ON PLANS.
2. ALL WORK AND MATERIAL SHALL BE IN ACCORDANCE WITH THE LANDLORD'S NATICK MALL TENANT CRITERIA MANUAL. ALL CONTRACTORS SHALL OBTAIN A COPY FROM THE LANDLORD'S TENANT COORDINATOR OR MALL OPERATIONS MANAGER AND BECOME FAMILIAR WITH THE REQUIREMENTS CONTAINED WITHIN PRIOR TO BIDDING THE JOB. WHERE LANDLORD'S REQUIREMENTS CONFLICT WITH CODES OR ORDINANCES, THE STRICTEST INTERPRETATION SHALL APPLY. Water Meter: Contact: Brian Sullivan Universal Automation & Mech.Services 841 Worcester Rd. # 513 Natick, MA 01760 PH: 508-660-6000 Cell: 508-837-0671 Email: brian.sullivan@universalica.com Roofing Contact: Don Brabner Tecta America Roofing PH: 978-436-9990

PLUMBING LEGEND & ABBREVIATIONS

CW	COLD WATER	AFF	ABOVE FINISHED FLOOR
HW	HOT WATER	ARCH	ARCHITECT
HWR	HOT WATER RETURN	BWV	BACKWATER VALVE
CW	COLD WATER BELOW FLOOR	CFH	CUBIC FEET PER HOUR
HW	HOT WATER BELOW FLOOR	CLG	CEILING
HWR	HOT WATER RETURN BELOW FLOOR	CO	CLEANOUT
140°F HW	140°F HOT WATER	CONN	CONNECTION
140°F HWR	140°F HOT WATER RETURN	CONT	CONTINUATION
TW	TEMPERED WATER	CTE	CONNECT TO EXISTING
TWR	TEMPERED WATER RETURN	DWG	DRAWING
SAN OR W	SANITARY WASTE	EC	ELECTRICAL CONTRACTOR
SAN OR W	SANITARY WASTE BELOW FLOOR	ELEC	ELECTRICAL
IW	INDIRECT WASTE	ETER	EXISTING TO BE REMOVED
KW	KITCHEN WASTE	ETR	EXISTING TO REMAIN
KW	KITCHEN WASTE BELOW FLOOR	FCO	FLOOR CLEANOUT
CD	CONDENSATE DRAIN	FD	FLOOR DRAIN
V	VENT	FFE	FINISHED FLOOR ELEVATION
V	VENT BELOW FLOOR	FT	FOOT/FEET
G	NATURAL GAS LINE	GC	GENERAL CONTRACTOR
FW	FILTERED WATER ABOVE FLOOR	GI	GREASE INTERCEPTOR
DI	DE-IONIZED WATER	GPF	GALLON PER FLUSH
TP	TRAP PRIMER SUPPLY	GPM	GALLON PER MINUTE
TP	TRAP PRIMER SUPPLY BELOW FLOOR	GWH	GAS-FIRED WATER HEATER
EX	EXISTING PIPING	HB	HOSE BIBB
HTT	HEAT TRACE	INV. EL.	INVERT ELEVATION
FCO	FLOOR CLEANOUT	LAV.	LAVATORY
CO	CLEANOUT	LPC	LIMIT OF PLUMBING CONTRACT
WCO	WALL CLEANOUT - PROVIDE ACCESS PANEL	MIN	MINIMUM
	CAPPED PIPE	MAX	MAXIMUM
	UNION	NIC	NOT IN CONTRACT
	FLOW ARROW	NTS	NOT TO SCALE
	DIRECTION OF SLOPE	OED	OPEN-END DRAIN
	PIPE BREAK	P-#	PLUMBING FIXTURE DESIGNATION
	WATERTIGHT SLEEVE	PC	PLUMBING CONTRACTOR
	BALL VALVE	TP	TRAP PRIMER
NC	BALL VALVE - NORMALLY CLOSED	TYP	TYPICAL
	GAS SHUT OFF VALVE	VTR	VENT THRU ROOF
	GAS COCK	WC	WATER CLOSET
TMV	THERMOSTATIC MIXING VALVE	WH	WALL HYDRANT
	GATE VALVE		
	BALANCING VALVE		
PRV	PRESSURE REGULATING VALVE		
	SOLENOID VALVE		
	CHECK VALVE		
BWV	BACKWATER VALVE		
RPBFP	REDUCED PRESSURE ZONE BACKFLOW PREVENTER		
DCV	DOUBLE CHECK VALVE ASSEMBLY		
SA / WHA	SHOCK ABSORBER, WATER HAMMER ARRESTOR		
TP	TRAP PRIMER VALVE		
	ELBOW UP/RISE		
	ELBOW DOWN/DROP		
	OPEN-END DRAIN/P-TRAP		
HB	HOSE BIBB		
FD	FLOOR DRAIN		
FS	FLOOR SINK		
	AREA OF DEMOLITION		
	DETAIL DESIGNATION NUMBER		
	DRAWING NUMBER		

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COMMONWEALTH OF MASSACHUSETTS MECHANICAL ENGINEER CHRISTOPHER J. DONAHUE No. 35706 REGISTERED PROFESSIONAL ENGINEER

ANALOGUE STUDIO

Tous Les Jours

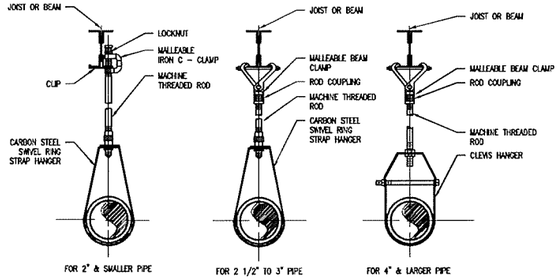
Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

PLUMBING LEGEND
& NOTES

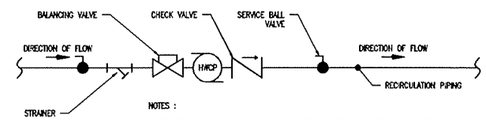
SCALE: NTS
DATE: 04/01/2019
DRAWN BY: JW
CHECKED BY: MD

P0.01



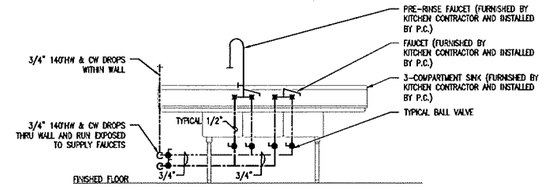
NOTE:
1. HANGER ROD SHALL BE PER MANUFACTURER'S SPECIFICATIONS.
2. PROVIDE MINIMUM 1'-0" GALVANIZED STEEL SHIELD AT THE BOTTOM OF INSULATED PIPING.

3 BAND HANGER DETAIL
NOT TO SCALE



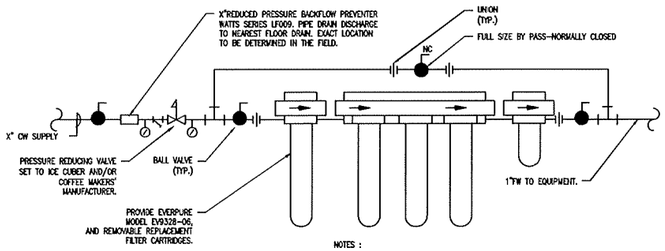
NOTES :
1. PROVIDE BALANCING VALVE ON ALL HWR BRANCH PIPING. LOCATION SHALL BE PRIOR TO CONNECTION TO HWR MAIN.
2. PROVIDE ACCESS PANELS, WHERE REQUIRED.

2 TYPICAL BALANCING STATION DETAIL
NOT TO SCALE



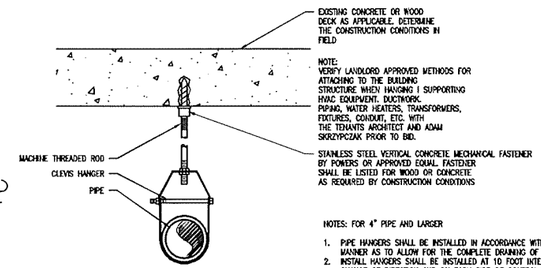
NOTE
WATER PIPE SHALL BE RUN EXPOSED ON WALL AND AS NOTED

1 TRIPLE COMPARTMENT POT SINK DETAIL
NOT TO SCALE



NOTES :
1. PROVIDE WALL-MOUNTING SUPPORT.
2. FILTER SHALL BE PROVIDED ON CW SUPPLY TO KITCHEN EQUIPMENT AS REQUIRED. COORDINATE WITH KITCHEN SUPPLIER FOR KITCHEN EQUIPMENT INSTALLATION INSTRUCTIONS AND RECOMMENDED FILTER SIZE.

6 TYPICAL WATER FILTER DETAIL
NOT TO SCALE

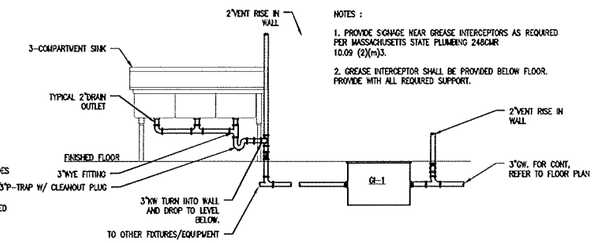


NOTE:
VERIFY LANDLORD APPROVED METHODS FOR ATTACHING TO THE BUILDING STRUCTURE WHEN HANGING I SUPPORTING HVAC EQUIPMENT, DUCTWORK, PIPING, WATER HEATERS, TRANSFORMERS, FIXTURES, CONDUIT, ETC. WITH THE TENANTS ARCHITECT AND ADAM SKRZYPCZAK PRIOR TO BID.

STAINLESS STEEL VERTICAL CONCRETE MECHANICAL FASTENER BY POWERS OR APPROVED EQUAL. FASTENER SHALL BE LISTED FOR WOOD OR CONCRETE AS REQUIRED BY CONSTRUCTION CONDITIONS

NOTES: FOR 4" PIPE AND LARGER
1. PIPE HANGERS SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE CODES MANNER AS TO ALLOW FOR THE COMPLETE DRAINING OF THE WATER MAINS.
2. INSTALL HANGERS SHALL BE INSTALLED AT 10 FOOT INTERVALS, AT EVERY 3"P-TRAP W/ CLEANOUT PLUG CHANGE OF DIRECTION AND ON EACH SIDE OF CONTROL VALVES.
3. ROD FASTENERS SHALL BE UL LISTED FOR THE PIPE SIZE BEING SUPPORTED AND FOR THE TYPE OF CONSTRUCTION BEING FASTENED TO.

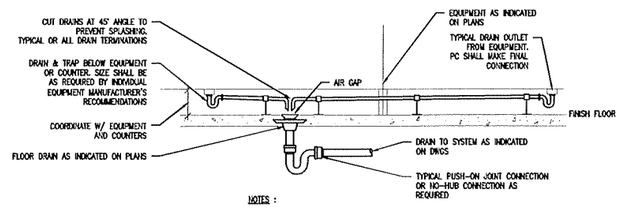
5 PIPE HANGER DETAIL
NOT TO SCALE



NOTES :
1. PROVIDE SIGNAGE NEAR GREASE INTERCEPTORS AS REQUIRED PER MASSACHUSETTS STATE PLUMBING 248CMR 10.09 (2)(m)3.
2. GREASE INTERCEPTOR SHALL BE PROVIDED BELOW FLOOR. PROVIDE WITH ALL REQUIRED SUPPORT.

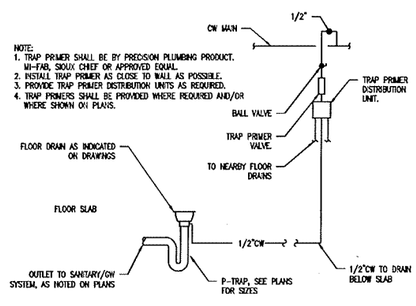
GREASE INTERCEPTOR ALLOWED RECESSED/BELOW FLOOR SLAB ONLY IF REQUIRED BY THE BLDG. DEPT. OR HEALTH DEPT. ,OR IF APPROVED BY ADAM SKRZYPCZAK- MUST VERIFY PRIOR TO BID.

4 TYPICAL GREASE INTERCEPTOR PIPING DETAIL (GI-1)
NOT TO SCALE



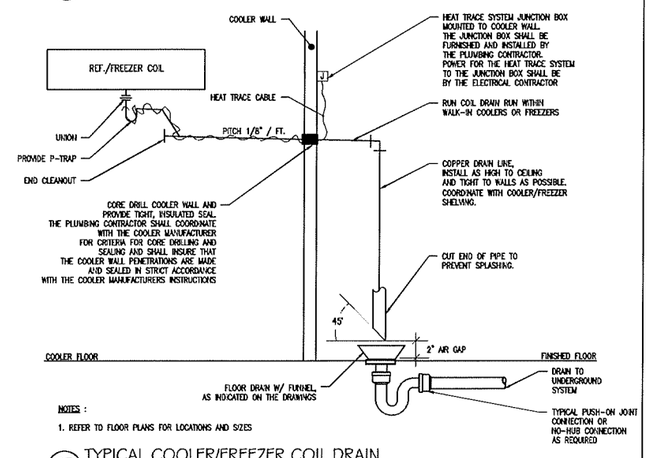
NOTES :
1. REFER TO FLOOR PLANS FOR LOCATIONS AND SIZES
2. EQUIPMENT DRAIN OUTLETS SHOWN ARE FOR GENERAL INFORMATION ONLY. PC SHALL COORDINATE W/ ALL EQUIPMENT DRAIN REQUIREMENTS AND PROVIDE PIPING AS NECESSARY

9 TYPICAL INDIRECT WASTE FROM KITCHEN EQUIPMENT
NOT TO SCALE



NOTE:
1. TRAP PRIMER SHALL BE BY PRECISION PLUMBING PRODUCT. MI-FAB, SIOUX CHIEF OR APPROVED EQUAL.
2. INSTALL TRAP PRIMER AS CLOSE TO WALL AS POSSIBLE.
3. PROVIDE TRAP PRIMER DISTRIBUTION UNITS AS REQUIRED.
4. TRAP PRIMERS SHALL BE PROVIDED WHERE REQUIRED AND/OR WHERE SHOWN ON PLANS.

8 TYPICAL TRAP PRIMER DETAIL AT FLOOR DRAIN
NOT TO SCALE



NOTES :
1. REFER TO FLOOR PLANS FOR LOCATIONS AND SIZES

7 TYPICAL COOLER/FREEZER COIL DRAIN
NOT TO SCALE

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COMMONWEALTH OF MASSACHUSETTS MICHAEL DEE WOOD MECHANICAL No. 23680 PROFESSIONAL ENGINEER

ANALOGUE STUDIO

Tous Les Jours

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PLUMBING DETAILS

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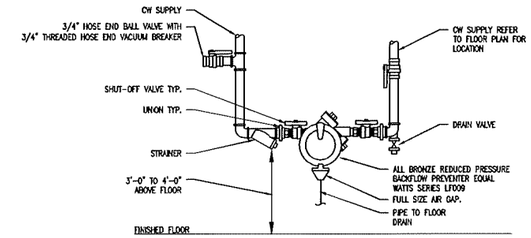
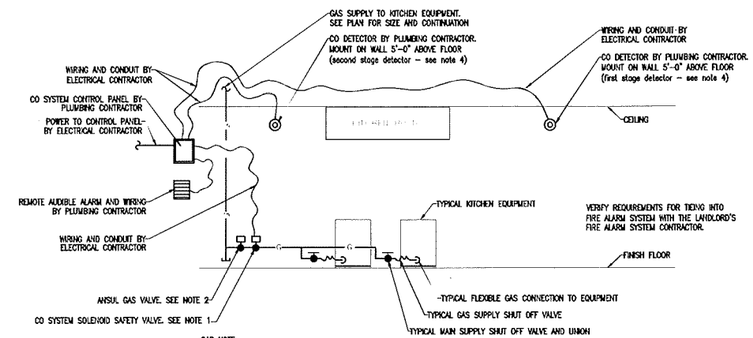
P0.02



NOTES :

1. FURNISH TO OWNER ONE TEST KIT AND SPARE PARTS KIT.
2. P.C. SHALL ACT AS THE OWNER'S AGENT IN SEEKING APPROVAL FROM ALL LOCAL AND STATE AUTHORITIES, AND SUBMIT ALL PLANS, SPECS, AND APPLICATIONS REQUIRED FOR APPROVAL AND PAY ALL FEES.
3. SEE FLOOR PLANS FOR SIZES AND LOCATIONS.
4. MAINTAIN 1'-0" CLEARANCE FROM WALL.
5. TEST AND CERTIFY EACH INSTALLATION.
6. PROVIDE ADJUSTABLE FLOOR SUPPORT.

10 REDUCED PRESSURE BACKFLOW PREVENTER
NOT TO SCALE



GAS NOTE:

1. PROVIDE 120V SOLENOID SHUT OFF VALVE FOR MAIN GAS SUPPLY. THIS VALVE SHALL BE IN THE NORMALLY CLOSED POSITION AND ENERGIZED OPEN AND SHALL BE WIRED TO THE CO DETECTOR(S). ACTIVATION OF THE CO DETECTOR(S) OR LOSS OF POWER WILL CLOSE THE SOLENOID VALVE. THE PLUMBING CONTRACTOR SHALL PROVIDE THE VALVE. POWER AND ALL WIRING FOR THE VALVE SHALL BE BY THE ELECTRICAL CONTRACTOR. THE PLUMBING CONTRACTOR SHALL COORDINATE WITH ELECTRICAL CONTRACTOR FOR CONTROLS AND CONNECTION REQUIREMENTS. THE VALVE SHALL BE MANUAL RESET TYPE.
2. PROVIDE 120V SOLENOID SHUT OFF VALVE FOR MAIN GAS SUPPLY. THIS VALVE SHALL BE IN THE NORMALLY OPENED POSITION AND SHALL BE WIRED TO THE KITCHEN EXHAUST HOOD FIRE SUPPRESSION CONTROL SYSTEM. IN THE EVENT OF A FIRE UNDER THE EXHAUST HOOD THE EXHAUST HOOD FIRE SUPPRESSION CONTROL PANEL SHALL CLOSE THE SOLENOID VALVE. THE PLUMBING CONTRACTOR SHALL PROVIDE THE VALVE. POWER AND ALL WIRING FOR THE VALVE SHALL BE BY THE ELECTRICAL CONTRACTOR. THE PLUMBING CONTRACTOR SHALL COORDINATE WITH THE ELECTRICAL CONTRACTOR FOR CONTROLS AND CONNECTION REQUIREMENTS. THE VALVE SHALL BE MANUAL RESET TYPE.
3. THE CO DETECTOR SYSTEM INCLUDING ALL DETECTION DEVICES, ALARM DEVICES, CONTROL PANEL, MANUAL RESET DEVICE AND SOLENOID VALVES SHALL BE BY INTERSTATE HVAC CONTROLS AND SHALL BE FURNISHED AND INSTALLED BY THE PLUMBING CONTRACTOR. ALL INTERCONNECTING WIRING AND CONDUIT SHALL BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR.
4. THE CO DETECTORS SHALL BE PROVIDED AS A TWO STAGE DETECTION SYSTEM. ACTIVATION OF ANY ONE DETECTOR SHALL NOT TRIGGER THE CLOSURE OF THE SOLENOID SHUT OFF VALVE. IN ORDER FOR THE CONTROL PANEL TO TRIGGER THE CLOSURE OF THE SOLENOID SHUT OFF VALVE, BOTH THE FIRST STAGE AND SECOND STAGE CO DETECTORS MUST ACTIVATE AND SEND SIGNALS TO THE CONTROL PANEL.

11 KITCHEN EQUIPMENT GAS SAFETY SHUT OFF SYSTEM
NOT TO SCALE

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MICHAEL DEECE
CORNICAL
No. 39818
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PLUMBING DETAILS

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P0.03

PLUMBING FIXTURE SCHEDULE

TAG NO	TYPE	MANUFACTURER	MODEL	SIZE	CW (in)	HW (in)	TW	SAN (in)	V (in)	FLOW RATE	FITTINGS					CARRIER	REMARKS
											SUPPLIES	TYPE	MANUFACTURER	MODEL	TRAP		
P-1	WATER CLOSET	TOTO	CT418FG#01	-	1/2"	-	-	4"	2"	1.6 & 0.9 GPF	TANK	MANUAL	TOTO	WT152M	INTEGRAL	WALL MOUNTED 4" CAST IRON OUTLET OPTION	PROVIDE SS204 SOFT CLOSE SEAT, COTTON FINISH
P-2	LAVATORY	KOHLER	K-2812	-	1/2"	1/2"		2"	2"	1.2 GPM	FAUCET	MANUAL	KHOLER	K-73167-4 W/TMV-1	INTEGRAL	WALL MOUNTED	WALL MOUNTED, WITH CONCEALED CARRIER. PROVIDE STAINLESS STEEL GRID STRAINER, TAILPIECE AND TRAP.
P-3	MOP SINK	FIAT	MSB18DTG2424	24" x 24" x 10"	3/4"	3/4"		3"	2"	-	-	-	-	-	-	FLOOR MOUNTED	PROVIDE E77AA24 VINYL BUMPERGUARD

NOTES : FIXTURE SELECTION SHALL BE CAREFULLY COORDINATED WITH OWNER, AND ARCHITECT. COORDINATE ALL FIXTURE MOUNTING HEIGHTS WITH ARCHITECTURAL PLANS. PROVIDE LAVATORY PIPING COVERING AS REQUIRED.

WATER HEATER SCHEDULE

SYMBOL	STORAGE (GAL.)	RECOVERY		TEMP SETTING	MANUF. & MODEL NUMBER	NATURAL GAS		SERVICE	LOCATION	REMARKS
		GPH	DEG. RISE			INPUT (CFH)	PRESSURE			
HWH-1	50	78	90°	140°	RHEEM XG50T120M40U0	40	-	DOMESTIC HOT WATER (KITCHEN)	KITCHEN	PROVIDE CONDENSATE NEUTRALIZATION KIT. POLYPROPYLENE INTAKE/EXHAUST FLUES THROUGH ROOF. SAFE WASTE PAN/ALARM/AUTOMATIC SHUT OFF.

NOTE:

KITCHEN SCHEDULE (GAS EQUIPMENT)

ITEM NO	EQUIPMENT	GAS REQUIREMENT			REMARKS
		SIZE (in)	CFH	PRESSURE (in. W.C)	
K6	DONUT GAS FRYER	3/4"	150	7"	COORDINATE W/ KITCHEN CONTRACTOR FOR EQUIPMENT DEMAND EXACT SIZE & CONNECTION POINT. SPECIFY/VERIFY PRIOR TO ORDERING EQUIPMENT
K7	COUNTERTOP HOT PLATE (2 BURNER)	3/4"	64	7"	COORDINATE W/ KITCHEN CONTRACTOR FOR EQUIPMENT DEMAND EXACT SIZE & CONNECTION POINT. SPECIFY/VERIFY PRIOR TO ORDERING EQUIPMENT

NOTES : GAS CONNECTION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. PROVIDE PRESSURE REGULATOR AT EQUIPMENT CONNECTION, AS REQUIRED.

HOT WATER CIRCULATION PUMP SCHEDULE

TAG	LOCATION	MANUFACTURER	MODEL	TYPE	FLOW (GPM)	HEAD (FT)	ELECTRICAL				COMMENTS
							VOLT	HP	PHASE	hZ	
HWCP	MAIN HW DISTRIBUTION	GRUNDFOS	MAGNA-3	IN-LINE	4	12	115	0.5	1	60	DOMESTIC WATER RECIRCULATING WITH IMMERSION AQUASTAT

GREASE INTERCEPTOR SCHEDULE

TAG NO	MANUFACTURER	MODEL	FLOW RATE (GPM)	GREASE CAPACITY (LBS)	INLET	REMARKS
GI-1	SCHIER PRODUCTS	GB-50	50	249	4"	PROVIDE WITH ALL REQUIRED VENT PIPING. PROVIDE WITH RISER, AS REQUIRED.

NOTES : GREASE INTERCEPTORS SHALL BE BY SCHIER PRODUCTS, J.R SMITH, WATTS, ZURN OR APPROVED EQUAL. SEE NOTE ON SHEET P1.00 AND VERIFY PRIOR TO ORDERING.

TEMPERATURE MIXING VALVE

TAG NO	SYSTEM	MANUFACTURER	MODEL	INLETS	OUTLET	TEMPERATURE SETTING (°F)	REMARKS
TMV-1	140°F HW	WATTS	LFMMV	1/2"	1/2"	110	MOUNTED BELOW P-2/A FIXTURE AND KITCHEN HAND SINK.

NOTES: TMV SHALL BE LEAD FREE. INSTALLATION SHALL BE IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

DRAIN SCHEDULE

TAG NO	TYPE	MANUFACTURER	MODEL	STRAINER	REMARKS
FD-1	FLOOR	WATTS	FD-100-A	6"NB	LOCATED IN TOILET ROOMS AND GENERAL KITCHEN AREAS. PROVIDE TRAP PRIMER CONNECTION.
FD-2	FLOOR	ZURN	Z1901-ZN-K	-	HALF GRATE, PROVIDE TRAP PRIMER CONNECTION WHERE INDICATED ON PLANS
FS-1	FLOOR	J.R. SMITH	3001-SERIES	4"	PROVIDE TRAP PRIMER AND SEDIMENT BUCKET

NOTES : FLOOR DRAIN LOCATIONS AND QUANTITIES SHALL BE COORDINATED WITH KITCHEN CONSULTANT/CONTRACTOR. COORDINATE FLOOR DRAIN SELECTION WITH OWNER. COORDINATE ALL FLASHING REQUIREMENTS WITH GC. PRIOR TO INSTALLATION.

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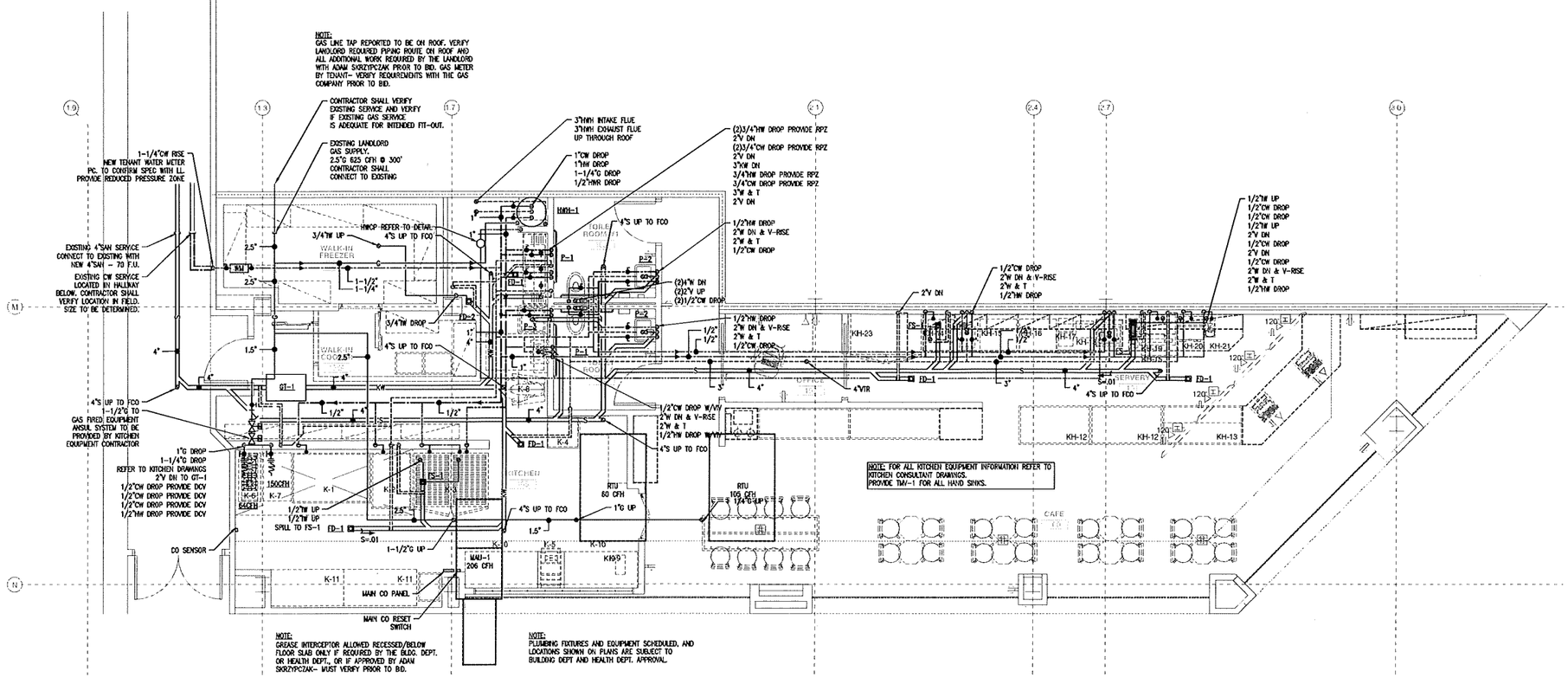
P0.04



1 PLUMBING - First Floor Plan
SCALE: 1/4"=1'-0"

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PLUMBING FLOOR PLAN

SCALE: AS NOTED
DATE: 04/01/2019
DRAWN BY: JW
CHECKED BY: MD

P1.00

MECHANICAL ABBREVIATIONS

AC = AIR CONDITIONING
AFF = ABOVE FINISHED FLOOR
AGB = ABRASIVE
AMP = AMPERE
APD = AIR PRESSURE DROP
ATC = AUTOMATIC TEMPERATURE CONTROL
BTU = BRITISH THERMAL UNIT
BTUH = BTU PER HOUR
C to C = CENTER TO CENTER
CAP = CAPACITY
CFM = CUBIC FEET PER MINUTE
CP = CONDENSATE PUMP
DB = DRY BULB
DEG = DEGREE
DIA = DIAMETER
DPT = DIFFERENCE OR DELTA
EW = EDGE
DX = DIRECT EXPANSION (REFRIGERANT) COOLING
EA = EACH
EWT = ENTERING AIR TEMPERATURE
ET = EXHAUST FAN
EL = ELEVATION, ELEV
ER = EXHAUST REGISTER
ESP = EXTERNAL STATIC PRESSURE
EX = EXISTING
F = FAHRENHEIT
FC = FAN COIL UNIT
FLA = FULL LOAD AMPS
FP = FIRE PROTECTION (PLUMBING)
FPS = FEET PER SECOND
FT = FEET
GA = GAGE
H = HIGH
HP = HORSEPOWER OR HEAT PUMP
HRU = HEAT RECOVERY UNIT
HZ = FREQUENCY (CYCLES PER SECOND)
D = DOUBLE BREAKER
IN = INCH
EF = EXHAUST
LAT = LEAVING AIR TEMPERATURE
LB = POUND
LF = LINEAR FEET
LRA = LOCKED ROTOR AMPS
LVG = LEAVING
M = MOTORIZED DAMPER
MAT = MIXED AIR
MBH = THOUSAND BTUH
MIN = MINIMUM
MO = MOTOR OPERATED
NC = NORMALLY CLOSED
NC = NOT IN CONTRACT
NO = NORMALLY OPEN
NTS = NOT TO SCALE
OA = OUTSIDE AIR
PH = PHASE (ELECTRICAL)
RA = RETURN AIR
RR = RETURN AIR REGISTER
RH = RELATIVE HUMIDITY
RLA = RUNNING LOAD AMPS
RPM = REVOLUTIONS PER MINUTE
SA = SUPPLY AIR
SD = SUPPLY AIR DIFFUSER
SCT = SUBCOOLED CONDENSING TEMPERATURE
SEN = SENSIBLE
SF = SQUARE FEET OR SUPPLY FAN
SP = STATIC PRESSURE
SR = SUPPLY REGISTER
TA = TRANSFER AIR
TEFC = TOTALLY ENCLOSED FAN COOLED
TR = TRANSFER REGISTER
TSP = TOTAL STATIC PRESSURE
TYP = TYPICAL
UD = UNDERCUT DOOR
V = VOLT (ELECTRICAL)
VD = VOLUME DAMPER
W = WATT OR WIDE
WB = WET BULB
WC = WATER COLUMN
WG = WATER GAUGE

MECHANICAL LEGEND

SUPPLY/OUTSIDE AIR DUCT UP
SUPPLY/OUTSIDE AIR DUCT DOWN
RETURN DUCT UP
RETURN DUCT DOWN
EXHAUST DUCT UP
EXHAUST DUCT DOWN
RECTANGULAR DUCT ELBOW WITH TURNING VANES
SYMBOLS SHOWN, SUPPLY OR RETURN, AS SPECIFIED
DUCT TRANSITION
RECTANGULAR TO ROUND DUCT TRANSITION
MANUAL VOLUME DAMPER
FIRE DAMPER
SUPPLY DIFFUSER (ARROWS INDICATE THROW DIRECTIONS)
EXHAUST OR RETURN REGISTER
SPLITTER DAMPER
BALL VALVE
COMBINATION BALANCING/SHUT-OFF VALVE
TWO-WAY VALVE CONTROL VALVE
STRAINER
UNION
HOSE END DRAIN VALVE
MANUAL AIR VENT
CONNECT TO EXISTING
THERMOSTAT CONTROL
REMOTE SPACE SENSOR
SMOKE DUCT CLOCK OUT

MECHANICAL GENERAL NOTES

1. ALL PIPING AND DUCTWORK SHOWN IS DIAGRAMMATIC ONLY. DETERMINE THE EXACT LOCATION IN THE FIELD.
2. REFER TO ARCHITECTURAL DRAWINGS FOR NEW CONSTRUCTION DETAILS.
3. REVIEW ALL DRAWINGS BEFORE STARTING WORK TO BECOME FAMILIAR WITH THE DETAILS OF CONSTRUCTION, AND COORDINATE WITH OTHER TRADES TO ELIMINATE CONFLICTS.
4. OBTAIN ALL REQUIRED PERMITS AND PAY ALL FEES RELATED TO SAME.
5. PROVIDE ALL NECESSARY PIPING, EQUIPMENT AND SUPPORTS AS WELL AS ANY ADDITIONAL EQUIPMENT, ETC. NOT SHOWN ON THE DRAWINGS OR CALLED FOR IN THE SPECIFICATIONS BUT NECESSARY TO PROVIDE COMPLETE AND WORKABLE SYSTEMS.
6. PROVIDE ACCESS TO ALL EQUIPMENT REQUIRING PERIODIC SERVICE AND MAINTENANCE.
7. INSTALL ALL WORK IN ACCORDANCE WITH STATE AND LOCAL CODES.
8. DO NOT SCALE THESE DRAWINGS. TAKE ALL MEASUREMENTS IN THE FIELD IN COORDINATION WITH ALL EQUIPMENT AS APPROVED AND WITH ALL OTHER TRADES.
9. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF NFPA70.
10. ALL PIPING HIGH POINTS SHALL HAVE 3/4 INCH VENTS AND LOW POINTS SHALL HAVE 3/4" DRAINS.
11. ALL ROTATING EQUIPMENT SHALL HAVE FLEXIBLE PIPE OR DUCT CONNECTORS AND APPROVED VIBRATION ISOLATORS.
12. DETAILS SHOWN ON SHEET M0.3 ARE APPLICABLE TO ALL EQUIPMENT, EXCEPT WHERE INDICATED.
13. PROVIDE ADEQUATE ACCESS DOOR FOR INSPECTION OF FIRE DAMPERS, FILTERS, COILS.
14. CONTRACTOR SHALL VERIFY DUCT, PIPING AND EQUIPMENT LOCATIONS FOR INTERFERENCES BEFORE INSTALLATION.
15. COORDINATE AIR OUTLET AND EQUIPMENT LOCATIONS WITH ARCHITECTURAL REFLECTED CEILING PLAN.
16. PROVIDE VERTICAL SUPPORTS FOR PIPING AT THE MAXIMUM INTERVALS INDICATED IN THE SPECIFICATIONS.
17. SEQUENCES OF CONTROL SHALL BE IN ACCORDANCE WITH DRAWING M0.4.

LANDLORD NOTES

1. VERIFY ANY EXECUTION WORK, AND ANY BOX WORK, REQUIRED BY THE LANDLORD THAT IS NOT SHOWN ON PLANS WITH ZONE DIRECTOR, LANDLORD'S OVERSEERS MANAGER PRIOR TO BID.
2. VERIFY ANY WORK REQUIRED TO PROTECT LANDLORD AND TENANT FIRE ALARM/ LIFE SAFETY SYSTEM WHERE ELEVATORS, DOWNLIFT PANEL, SUPPORTS, PLENUMS, CONVERTERS, FIXTURES, CONDUIT, ETC. ARE TO BE INSTALLED IN THE FIELD IN COORDINATION WITH ZONE DIRECTOR AND THE TENANT'S ARCHITECT PRIOR TO BID / START OF WORK.
3. THE LOCATION OF ALL ROOFTOP EQUIPMENT AND ROOF PENETRATIONS MUST BE APPROVED BY ZONE DIRECTOR BEFORE ANY PENETRATIONS ARE MADE. MT BE REQUIRED TO/MUST RUBBER DIRECTORS, SUPPORT AND FRAMING PLANS FOR APPROVED LOCATIONS TO THE LANDLORD'S ENGINEER, ENGINEER FOR REVIEW AND APPROVAL AT THE TENANT'S EXPENSE. VERIFY APPROVED LOCATIONS AND ALL WORK REQUIRED BY THE LL PRIOR TO BID/START OF WORK. ALL WORK SHALL BE AT THE TENANT'S EXPENSE.
4. ROOF CURBS, ROOF PENETRATIONS AND EQUIPMENT SUPPORT RAILS SHALL BE "TYCHEM" BY THERMA CURB, OR EQUAL, AS APPROVED BY LL ROOF CONTRACTOR AND ZONE DIRECTOR. WOOD BLOCKING ARE NOT ALLOWED. VERIFY REQUIREMENTS PRIOR TO BID.
5. PIPE AND CONDUIT SUPPORTS SHALL BE FLOOR BLOCK PIPE STAND, BY MIFO INDUSTRIES, OR EQUAL, AS APPROVED BY LL ROOFING CONTRACTOR. WOOD BLOCKING ARE NOT ALLOWED. VERIFY REQUIREMENTS WITH ROOFING CONTRACTOR AND ZONE DIRECTOR PRIOR TO BID.
6. VERIFY LL APPROVED BFA CONDENSATE PIPING MATERIAL, SUPPORT, ROUTE AND TERMINATION REQUIREMENTS WITH ZONE DIRECTOR PRIOR TO BID.
7. STRICT TENANT'S NAME AND SPACE NUMBER ON ALL ROOFTOP EQUIPMENT PER LL REQUIREMENTS. VERIFY WITH ZONE DIRECTOR PRIOR TO BID.
8. PROVIDE ROOF PROTECTIONS PADS AROUND ALL ROOFTOP EQUIPMENT, AND UNDER ALL DUCT, PIPING AND CONDUIT SUPPORTS AS REQUIRED. VERIFY WITH LL ROOFING CONTRACTOR AND ZONE DIRECTOR PRIOR TO BID.
9. PROVIDE 42 INCHES BLAND ROOFTOP SUTURE SCREEN AROUND KITCHEN EXHAUST FANS PER LL REQUIREMENTS. VERIFY WITH ZONE DIRECTOR PRIOR TO BID.
10. VERIFY FIRE DAMPER REQUIREMENTS FOR OPENINGS IN FIRE RATED CEILING, WALL, AND FLOOR ASSEMBLIES (I.E. DIFFUSERS, RETURN/EXHAUST GRILLES, DUCT, ETC.) WITH TENANT'S ARCHITECT AND THE BUILDING DEPT. PRIOR TO BID.
11. ALL MATERIALS AND WORK IN A CEILING PLENUM AIR PLENUM SHALL BE "PLENUM RATED/APPROVED" AS PER BUILDING DEPT. REQUIREMENTS. VERIFY REQUIREMENTS WITH THE TENANT'S ARCHITECT AND THE BUILDING DEPT. PRIOR TO BID/START OF WORK.
12. VERIFY LL APPROVED METHODS FOR ATTACHING TO THE BUILDING STRUCTURE WHICH HANGING/ SUPPORTING HVAC EQUIPMENT, ELECTRICAL PIPING, UNDER FLOORS, TRANSFORMERS, FIXTURES, CONDUIT, ETC. WITH THE TENANT'S ARCHITECT AND ZONE DIRECTOR PRIOR TO BID. ATTACHED TO ROOF DECK, OR WOOD LOGS, FLOOR BEAM, IS NOT ALLOWED. MAY BE REQUIRED TO INSTALL BEAM/PLATE ON LL STRUCTURAL DRAWINGS FOR APPROVAL AT THE TENANT'S EXPENSE.
13. PROVIDE ACCESS TO ANY LL AND/OR TENANT EQUIPMENT, VALVES, DAMPERS, CONTROLS, CLEANOUTS, J-BOXES, ETC. LOCATED ABOVE ANY HARD CEILING AND ANY OTHER INACCESSIBLE AREAS AS REQUIRED. VERIFY/COORDINATE REQUIRED ACCESS PANEL LOCATIONS WITH THE TENANT'S ARCHITECT ZONE DIRECTOR PRIOR TO BID.
14. SEE NOTES ON PLANS AND VERIFY ALL MATERIALS AND WORK REQUIRED BY THE LANDLORD PRIOR TO BID.
15. THE LANDLORD'S OPERATIONS DAMAGES SHALL HAVE THE AUTHORITY TO HAVE ON-SITE REVIEWER AND FIELD CHANGES IN ACCORDANCE WITH THE LANDLORD'S TENANT DESIGN CRITERIA, AND ANY SPECIFIC BALL OPERATION NEED/REQUIREMENTS NOT NOTED ON PLANS.

MECHANICAL SPECIFICATIONS

PART 1 – GENERAL

1.01 WORK INCLUDED

A. THE WORK UNDER THIS SECTION SHALL INCLUDE THE FURNISHING OF ALL MATERIALS, LABOR, EQUIPMENT AND SUPPLIES AND THE PERFORMANCE OF ALL OPERATIONS TO PROVIDE COMPLETE HORIZONTAL SYSTEMS AS INDICATED ON THE CONTRACT DRAWINGS.

B. PLUMBING, SET UP AND SUPPORT ALL SERVICES, HOISTING MACHINERY, EQUIPMENT, STORAGE AND PLANNING AS REQUIRED FOR THE WORK.

1.02 CODES, ORDINANCES AND PERMITS. INSTALLATION OF SYSTEMS AND EQUIPMENT PROVIDED UNDER THIS SECTION SHALL BE DONE IN STRICT ACCORDANCE WITH THE NFPA, ECC NFPA, MASSACHUSETTS DEPARTMENT OF PUBLIC SAFETY CODES, MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION, MASSACHUSETTS STATE BUILDING CODE AND TOWN REGULATIONS HAVING JURISDICTION.

1.04 RECORD DRAWINGS. FURNISH UPON COMPLETION OF ALL WORK, RECORD DRAWINGS OF THE WORK OF THIS SECTION. AS BUILT DRAWING TO BE SUBMITTED TO LANDLORD IN AUTOCAD AND PDF FORMAT.

1.05 SHOP DRAWINGS. PROVIDE SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL OF ALL EQUIPMENT, MATERIALS SPECIFIED AND AUTOMATIC TEMPERATURE CONTROLS.

1.06 OPERATING AND MAINTENANCE INSTRUCTIONS. FURNISH UPON COMPLETION OF ALL WORK, OPERATION AND MAINTENANCE DATA FOR ALL EQUIPMENT PROVIDED UNDER THIS SECTION.

1.07 CUTTING AND PATCHING. ALL CUTTING AND PATCHING NECESSARY FOR THE PROPER INSTALLATION OF WORK TO BE PERFORMED UNDER THIS SECTION AND SUBMITTED SHALL BE PERFORMED BY THE CONTRACTOR.

1.08 ACCESS REQUIRED REQUIREMENTS. ALL WORK REQUIRED ON THESE DRAWINGS SHALL BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF THE MASSACHUSETTS STATE BUILDING CODE, 780 CMR, 9TH EDITION, AND REFERENCED REQUIREMENTS OF ECCA AND NFPA.

PART 2 – PRODUCTS

2.01 SHEET METAL WORK

A. GALVANIZED SHEET METAL – ALL SUPPLY, RETURN, OUTDOOR, AND EXHAUST (SA, RA, OA, EA)

1. ALL DUCTS SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF SMACNA. ALL RECTANGULAR DUCTS SHALL BE CONSTRUCTED WITH TRANSVERSE JOINTS. TRANSVERSE JOINT JOINTS SHALL BE SEALED WITH SEALANT TO PROVIDE A NEAT APPEARANCE.
2. ALL LOW PRESSURE DUCTS SHALL BE FABRICATED FOR 2 INCHES WATER GAUGE PRESSURE.
3. PROVIDE ACOUSTIC LINING FOR MINIMUM 10 LINEAR FEET IN SUPPLY AND RETURN AIR ELEVATION FROM AIR HANDLING EQUIPMENT.

B. GREASE EXHAUST DUCT (KC)

1. EXTERIOR DUCT SHALL BE 16 GAUGE STAINLESS STEEL WELDED LIQUID TIGHT.
2. INTERIOR ELEVATION SHALL BE CONSTRUCTED OF MINIMUM 18 GAUGE BLACK STEEL OR 18 GAUGE STAINLESS STEEL. ALL EXTERNAL JOINTS AND SEAMS SHALL BE WELDED LIQUID-TIGHT. DUCT CONNECTION TO THE HOOD SHALL BE WELDED LIQUID-TIGHT.
3. PROVIDE HORIZONTAL CLEANOUTS IN ACCORDANCE WITH APPLICABLE CODE REQUIREMENTS MINIMUM EVERY 12 FEET AND AT EACH CHANGE IN DIRECTION.
4. PROVIDE GREASE COLLECTOR AT BASE OF VERTICAL RISE TO ROOF EXHAUST FAN IN ACCORDANCE WITH APPLICABLE CODE REQUIREMENTS.
5. ENTERIOR SHALL BE INSTALLED WITH A 1/4"(2%) SLOPE IF 75 FEET HORIZONTAL RUN OR LESS; 1/2 (8.3%) SLOPE IF OVER 75 FEET.
6. COMPLETED GREASE DUCT SYSTEM SHALL BE TESTED IN ACCORDANCE WITH 2012 MECHANICAL CODE

C. GREASE DUCT TEST

1. PRIOR TO THE USE OR CONCEALMENT OF ANY PORTION OF A GREASE DUCT SYSTEM A LEAKAGE TEST SHALL BE PERFORMED. DUCTS SHALL BE CONNECTED TO BE CONCEALED WHICH INSTALLED IN SHAFTS OR CHASES TO CONCEAL OR ENTER THE PERIOD THE ELEVATION FROM HOOD UPWARD PERFECTED ON ALL DECKS. THE FIRMS WHICH SHALL BE RESPONSIBLE TO PROVIDE THE NECESSARY EQUIPMENT AND PERFORM THE GREASE DUCT LEAKAGE TEST. A LEAK TEST SHALL BE PERFORMED TO DETERMINE THAT ALL WELDED AND BRAZED JOINTS ARE LIQUID TIGHT.
2. A LIGHT TEST SHALL BE PERFORMED BY PASSING A LAMP HAVING A POWER RATING OF NOT LESS THAN 100 WATTS THROUGH THE ENTIRE SECTION OF ELEVATION TO BE TESTED. THE LAMP SHALL BE OFFSET SO AS TO EMIT LIGHT EQUALLY IN ALL DIRECTIONS PERPENDICULAR TO THE DUCT WALLS. A TEST SHALL BE PERFORMED FOR THE ENTIRE DUCT SYSTEM, INCLUDING THE HOOD-TO-DUCT CONNECTION. THE DUCT WORK SHALL BE PERMITTED TO BE TESTED IN SECTIONS, PROVIDED THAT EACH JOINT IS TESTED. FOR LIQUID TIGHTNESS-ALL GREASE DUCTS, THIS TEST SHALL BE LIMITED TO DUCT JOINTS WELDED IN THE FIELD AND SHALL EXCLUDE FACTORY WELDS.

B. REMOVABLE EXHAUST DUCT (EX)

1. ELECTRICAL SHALL BE CONSTRUCTED OF 18 GAUGE STAINLESS STEEL. ALL EXTERNAL JOINTS AND SEAMS SHALL BE WELDED LIQUID TIGHT. DUCT CONNECTION TO THE HOOD SHALL BE WELDED LIQUID TIGHT.

2.02 ELECTRICAL ACCESSORIES

A. MANUAL VOLUME DAMPERS. MANUAL VOLUME DAMPERS SHALL BE PROVIDED WHERE SHOWN ON THE DRAWINGS AND AT EVERY BRANCH TAKE OFF FROM THE MAIN DUCT.

C. FIRE DAMPERS. PROVIDE AND INSTALL FIRE DAMPERS AT ALL FIRE WALLS AND FLOORS, WHERE REQUIRED BY CODE AND AS INDICATED. THE DAMPER CONSTRUCTION AND INSTALLATION SHALL MEET THE REQUIREMENTS OF THE NFPA 90A, AND SHALL BE UL LABELED, TESTED AND INSPECTED IN ACCORDANCE WITH UL 555. AN ACCESS DOOR SHALL BE PROVIDED AT EACH DAMPER TO SERVICE AND INSPECT THE FUSIBLE LINK. PROVIDE FIRE DAMPERS IN EACH SPACEWAY THE PROVIDE THE SUPPLY AIR ENCLOSURE FEATURES THE CEILING/FLOOR ASSEMBLY.

D. FLEXIBLE DUCT SHALL NOT EXCEED 5 FEET IN TOTAL LENGTH AND SHALL HAVE A MINIMUM INSULATING VALUE OF R-4.

2.03 ACOUSTIC LINING

A. PROVIDE 1" THICKNESS ACOUSTIC LINING ON FIRST 10 LINEAR FEET OF ALL SUPPLY AND RETURN AIR ELEVATION. LINING SHALL BE MANUFACTURED AMERICAN INSULATION OR EQUAL.

2.04 AIR OUTLETS

A. PROVIDE ALL AIR OUTLETS AS SHOWN ON PLANS AND AS SCHEDULED. COLORS SHALL BE SELECTED BY THE ARCHITECT.

2.05 INSULATION

A. KITCHEN EXHAUST ENTERIOR (KC)

1. GREASE DUCT SHALL BE INSULATED WITH INSULATION THAT PROVIDES ZERO CLEARANCE AND 2-HR FIRE RATING; TYPICAL OF FIRE WRAP MIC 2.1.

B. SUPPLY AIR ELEVATION (SA)

1. INSULATE WITH 2" THICK FIBERGLASS DUCT WRAP WITH FOIL FACE

C. RETURN ELEVATION (RA) AND SUPPLY ENTERIOR (SA)

1. INSULATE WITH 2"THICK FIBERGLASS DUCT WRAP WITH FOIL FACE MIN. R-6

D. EXPOSED SA AND RA DUCT WORK

1. SHALL BE DOUBLE WALL

E. CONDENSATE DRAIN

1. INSULATED DRAIN PIPE WITH 1/2" WALL THICKNESS ELASTOMERIC PIPE INSULATION.

2.06 EQUIPMENT

A. PROVIDE ALL EQUIPMENT WITH ACCESSORIES AS SCHEDULED.

2.07 PIPING

A. CONDENSATE DRAIN PIPING SHALL BE SOFT DRAWN COPPER TUBING, COPPER FITTINGS, AND SILVER SOLDERED JOINTS. PROVIDE ALL BALLS, STRAINERS, UNIONS AND APPURTENANCES FOR A COMPLETE INSTALLATION. PROVIDE SELECTION UNIONS BETWEEN DISSIMILAR METALS.

B. REFRIGERANT PIPING SHALL BE COPPER LINE DCR WITH COPPER FITTINGS AND SILVER SOLDER JOINTS.

C. ALL PIPING ON ROOF SHALL BE SUPPORTED ON PRE-MANUFACTURED PIPE SUPPORTS INSTALLED ON CHART WOOD.

2.08 AUTOMATIC TEMPERATURE CONTROL

A. PROVIDE CONTROL COMPONENTS AND LOW VOLTAGE WIRING FOR EACH SYSTEM AS REQUIRED FOR THE SEQUENCE OF OPERATION SPECIFIED. PROVIDE ALL CONTROL COMPONENTS FOR NEW REQUIREMENTS OF CONTROL INCLUDING REQUIRED INTERCONNECTING WIRING AND INTERFERENCES TO PROVIDE A COMPLETE AND OPERABLE SYSTEM.

B. PROVIDE AND INSTALL A SPACE MOUNTED TEMPERATURE CONTROLLER FOR EACH ZONE AS INDICATED ON PLANS. SPACE SENSORS AND THERMOSTATS SHALL BE MOUNTED AT APPROX. 48" TO COMPLY WITH ADA.

C. INCLUDE FULL COMMISSIONING OF SYSTEMS WITH COMMISSIONING REPORTS FOR APPROVAL BY MECHANICAL ENGINEER

D. PROVIDE 4 HOURS OF TRAINING TO DESIGNATED MANAGER.

PART 3 – EXECUTION

3.01 GENERAL: INSTALL ALL ITEMS SPECIFIED UNDER PART 2 – PRODUCTS, ACCORDING TO THE APPLICABLE MANUFACTURER'S RECOMMENDATIONS AND SHOP DRAWINGS, THE DETAILS SHOWN ON THE DRAWINGS AND AS SPECIFIED UNLESS THIS SECTION. PROVIDE ALL REQUIRED HANGERS AND SUPPORTS.

3.02 EQUIPMENT

A. EQUIPMENT SHALL BE INSTALLED COMPLETE WITH ALL REQUIRED HANGERS AND SUPPORTS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

B. PLUMBER AND INSTALL ALL BASE, STRUCTURAL SUPPORT MEMBERS FOR PROPER MOUNTING AND SUPPORT OF EQUIPMENT. PROVIDE VIBRATION ISOLATORS ON ALL HANGERS.

C. ALL EQUIPMENT SHALL BE INSTALLED IN STRICT CONFORMANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS.

3.03 MISCELLANEOUS WORK AND SUPPORTS

A. PROVIDE STEEL SUPPORTS AND HANGERS REQUIRED TO SUPPORT EQUIPMENT, DUCTWORK, AND OTHER EQUIPMENT OR MATERIALS. SUBMIT DETAILS OF STEEL SUPPORTS AND MEANS OF FABRICATION FOR APPROVAL.

3.04 BALANCING

A. THE HVAC CONTRACTOR SHALL ENGAGE THE SERVICES OF AN INDEPENDENT FIRM TO PERFORM BALANCING AND BALANCES OF THE HVAC SYSTEMS (DPV). SYSTEMS SHALL BE BALANCED AND BALANCED TO THAT AIR QUANTITIES ARE AS INDICATED ON THE DRAWINGS AND ON THAT THE DISTRIBUTION FROM SUPPLY OUTLETS IS FREE FROM DRAFTS, AND UNIFORM EACH THE FACE OF EACH OUTLET. AFTER COMPLETION OF THE SYSTEM, BALANCING AND BALANCING OF THE AIR SYSTEM, A BALANCING REPORT SHALL BE SUBMITTED TO THE LANDLORD & PROPERTY MANAGEMENT OFFICE ON SITE FOR REVIEW AND COMMENTS FOR APPROVAL.

B. LL REQUIRED AIR BALANCE OF MINIMUM –.02 CFM. BALANCING REPORT SHALL INCLUDE AIRFLOW READING AT EACH;

1. SUPPLY/RETURN – DIFFUSER/REGISTER
2. EXH SA, RA AND OA AIRFLOWS
3. SUPPLIP AIR UNIT SUPPLY
4. KITCHEN EXHAUST FAN
5. EXHAUST FAN AND REGISTERS
6. OVERALL SPACE PRESSURE READING

LANDLORD REQUIRED CONTRACTORS

(VERIFY WITH ZONE DIRECTOR)

SMOKE EVAC, HVAC CONTROLS AND BALANCING:
BRIAN BALLARD
LINDGREN, ALBERMANN & BACH, SERVICES
841 WORCESTER RD. (RT.)
NATICK, MA 01760
PH: 508-460-8820
CELL: 508-612-8571
EMAIL: BRIAN.BALLARD@LABCAT.COM

ROOFING: CON ARTISTICS
TECH. ENGINEERS ROOFING
PH: 978-436-8800

ALL WORK AND MATERIAL SHALL BE IN ACCORDANCE WITH THE LANDLORD'S
NATICK MALL
TENANT CRITERIA MANUAL
ALL CONTRACTORS SHALL OBTAIN A COPY FROM THE LANDLORD'S TENANT COORDINATOR OR BALL OPERATIONS MANAGER BEFORE FINALIZE WORK IS BEGINNING. CONTRACTORS SHALL OBTAIN PRIOR TO BECOME THE JOB. WHERE LANDLORD'S REQUIREMENTS CONFLICT WITH CODES OR ORDINANCES, THE STRICTER INTERPRETATION SHALL APPLY.

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HVAC • Electrical • Plumbing • Fire Protection

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ANALOGUE STUDIO

Tous Les Jours

Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

MECHANICAL
ABBREVIATIONS, LEGEND, NOTES & SPECIFICATIONS

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: DS
CHECKED BY: MD

M0.01

ROOF TOP AIR CONDITIONING UNIT SCHEDULE

TAG No.	LOCATION (S) SERVED	MANUFACTURER	MODEL No.	TYPE	AIR HANDLING DATA							DX COOLING DATA				GAS HEATING DATA				FILTERS TYPE	ELECTRICAL DATA				WEIGHT (LBS)	REMARKS
					SUPPLY FAN DATA				EXHAUST FAN DATA			EAT °F	LAT °F	TOTAL	SENS.	GAS INPUT	GAS OUTPUT	EAT °F	LAT °F		VOLTS	PHASE	HZ	MCA/MOCP		
					CFM (OA)	CFM (TOTAL)	ESP (" W.C.)	HP	CFM (TOTAL)	ESP (" W.C.)	HP	DB/WB	DB/WB	MBH	MBH	MBH	MBH	DB	DB							
RTU-1	KITCHEN	TRANE	YHC048	DOWNFLOW	160	1600	1.0	1.0	1600	.75	.33	78/66	55/54	48.0	34.6	60.2	48.2	60	90	MERV 8	480	3	60	13/15	800	PROVIDE DISCONNECT, ROOF CURB, PACKAGED CONTROLS, DIFFERENTIAL ENTHALPY ECONOMIZER, MOTORIZED OUTSIDE AIR DAMPER, POWER EXHAUST
RTU-2	DINING	TRANE	YHC060	DOWNFLOW	550	2000	1.0	1.0	2000	.75	.33	78/66	55/54	60.0	43.2	105.5	86.6	55	95	MERV 8	480	3	60	14/20	1000	PROVIDE DISCONNECT, ROOF CURB, PACKAGED CONTROLS, DIFFERENTIAL ENTHALPY ECONOMIZER, MOTORIZED OUTSIDE AIR DAMPER, POWER EXHAUST

NOTES:

1. POWER EXHAUST AND SMOKE EXHAUST FUNCTION ARE REQUIRED FOR ECONOMIZER OPERATION AND SMOKE EXHAUST OPERATION. VERIFY REQUIREMENTS FOR TIEING INTO LANDLORD'S SMOKE EXHAUST SYSTEM WITH ADAM SKRZYPCZAK AND THE LANDLORD'S SMOKE EXHAUST PRIOR TO BID/ORDERING RTU.

FAN SCHEDULE

TAG	LOCATION(S) ON DWG	FAN UNIT MODEL #	SERVES	CFM	ESP.	RPM	H.P.	ø	VOLT	FLA	DISCHARGE VELOCITY	WEIGHT (LBS.)	SONES	REMARKS
KEF-1	M-101	CAPTIVE AIRE- CASRE2400	HOODS	3600	2.0	1200	5.0	3	480	3.9	1600 FPM	400	20	RESTAURANT DUTY PROVIDE DISCONNECT, ROOF CURB, HINGE KIT, GREASE BOX, VIBRATION ISOLATION,
EF-1	M-101	CAPTIVE AIRE - SIF1000	GENERAL	200	0.75	1475	.18	1	120	1.5	--	100	11.0	PROVIDE DISCONNECT, ECM MOTOR, VIBRATION ISOLATION HANGERS

MAKEUP AIR FAN SCHEDULE

TAG	LOCATION(S) ON DWG	FAN UNIT MODEL #	BLOWER	CFM	ESP.	RPM	H.P.	B.H.P.	ø	VOLT	FLA	WEIGHT (LBS.)	SONES	REMARKS
MAU-1	M-101	CAPTIVEAIRE A2-D.250	200	2500	0.75	1275	3.0	1.5	3	480	4.3	900	13.2	RESTAURANT DUTY PROVIDE DISCONNECT, ROOF SUPPORT, WEATHER HOOD,

GAS FIRED MAKE-UP AIR UNIT(S)

TAG	ACTUAL AIR DENSITY?	INPUT BTUs	OUTPUT MBH	TEMP. RISE	REQUIRED INPUT GAS PRESSURE	GAS TYPE
MAU-1	NO	205.8	190.0	70 deg F	7 in. w.c. – 14 in. w.c.	Natural

REGISTER, GRILLE & DIFFUSER SCHEDULE

TAG	SERVICE	CFM	NECK SIZE	FRAME TYPE	PATTERN	DAMPER	MATERIAL	FINISH	MANUFACTURER & MODEL No.
SD	SUPPLY	AS NOTED	AS NOTED	NOTE 1	AS SHOWN	YES	STEEL	PER ARCH	PRICE SMBP
SD1	SUPPLY	AS NOTED	AS NOTED	NOTE 1,2,3	AS SHOWN	YES	STEEL	PER ARCH	PRICE SFD
ER	EXHAUST	AS NOTED	AS NOTED	NOTE 1, 2	FIXED	NO	STEEL	PER ARCH	PRICE 80
RR	RETURN	AS NOTED	AS NOTED	NOTE 1, 2	FIXED	NO	STEEL	PER ARCH	PRICE 80

NOTES:

1. COORDINATE MOUNTING REQUIREMENTS WITH ARCHITECTURAL REFLECTED CEILING PLANS.
2. PROVIDE FRAME SUITABLE FOR SURFACE MOUNTING, CEILING OR SIDEWALL.
3. PROVIDE SQUARE TO ROUND TRANSITIONS WHERE NEEDED.

INSULATION TYPE SCHEDULE

LOCATION	INSULATION TYPE	FITTING INSULATION TYPE	FOR PIPE DIA. (INCHES)			
			RUNOUTS	MAINS < 1"	1"-1 1/2"	1 1/2"< 8"
			INSULATION WALL THICKNESS (INCHES)			
SUPPLY, RETURN & OUTSIDE AIR DUCT INSULATION	2" FIBERGLASS DUCT WRAP WITH FSK FACING	MIN. R-6				
SUPPLY, RETURN & OUTSIDE AIR DUCT EXPOSED OUTDOOR	2" FIBERGLASS DUCT WRAP WITH FSK FACING MADE WEATHER TIGHT	MIN. R-12				
SUPPLY, RETURN & OUTSIDE AIR DUCT EXPOSED INDOOR	DOUBLE WALL OR 1"LINING					
GREASE EXHAUST DUCT INSULATION	0" CLEARANCE FYRE WRAP					

AIR BALANCE SCHEDULE

DINING AIR BALANCE			KITCHEN AIR BALANCE			TOTAL SPACE BALANCE		
RTU-2	=	550	KEF-1	=	-3600 CFM	DINING	=	+350 CFM
CFM			MAU-1	=	2500 CFM	KITCHEN	=	-950 CFM
EF-1	=	-200 CFM	RTU-1	=	150 CFM			
TOTAL	=	350 CFM	TOTAL	=	- 950 CFM	TOTAL	=	-600 CFM

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ANALOGUE STUDIO

Tous Les Jours

Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

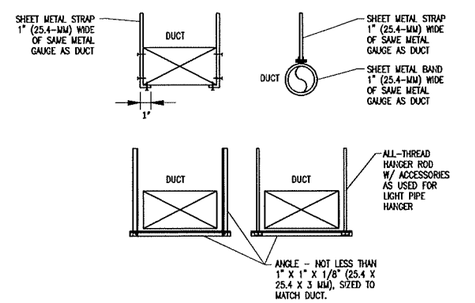
DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

MECHANICAL
SCHEDULES

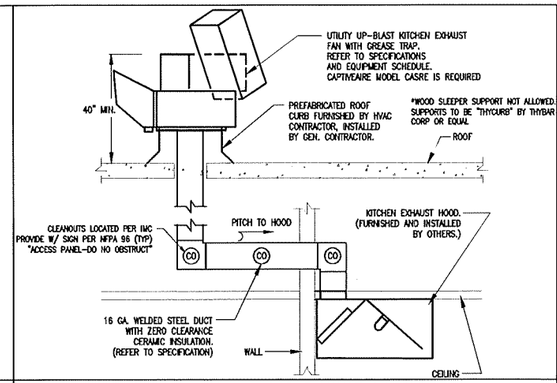
SCALE: NTS
DATE: 04/01/2019
DRAWN BY: DS
CHECKED BY: MD

M0.02

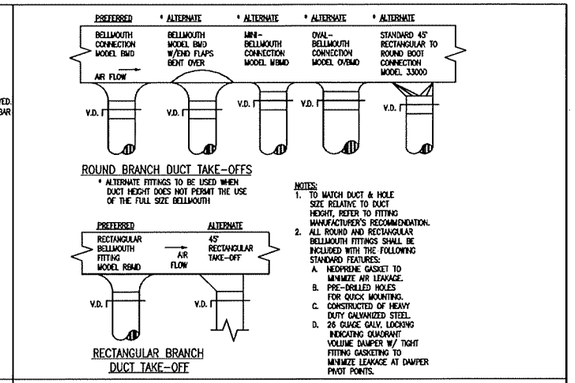
MECHANICAL DETAILS:



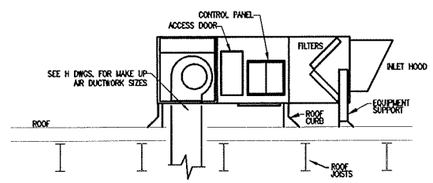
SHEET METAL DUCT HANGERS



KITCHEN HOOD EXHAUST SYSTEM

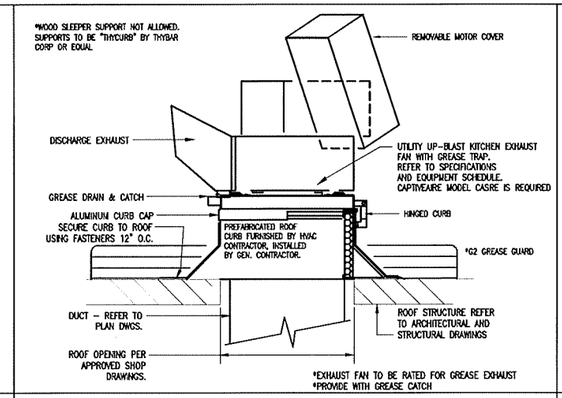


BRANCH TAKE-OFFS

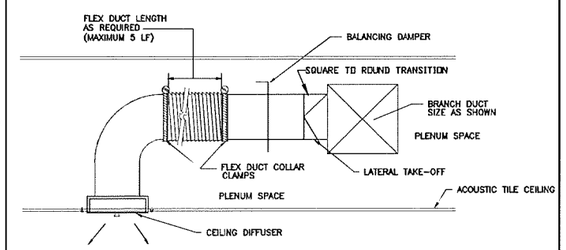


*WOOD SLEEPER SUPPORT NOT ALLOWED. SUPPORTS TO BE "THYCURB" BY THYBAR CORP OR EQUAL

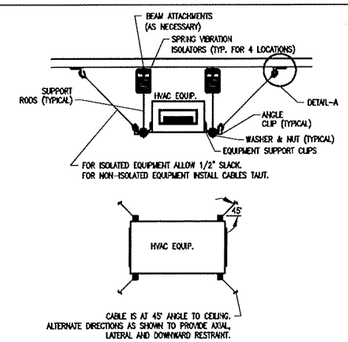
MAKE-UP AIR UNIT DETAIL



UTILITY UP BLAST GREASE EXHAUST FAN DETAIL



CEILING DIFFUSER CONNECTION DETAIL



*SPRING ISOLATORS SHALL HAVE MINIMUM .75" DEFLECTION

RESTRAINTS FOR HVAC SUSPENDED EQUIPMENT

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COMMONWEALTH OF MASSACHUSETTS MICHAEL DAVID DEVICE MECHANICAL No. 36888 REGISTERED PROFESSIONAL ENGINEER

ANALOGUE STUDIO

Tous Les Jours

Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

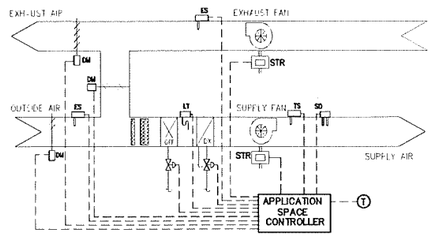
DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

MECHANICAL
DETAILS

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: DS
CHECKED BY: MD

M0.03

MECHANICAL SEQUENCE OF CONTROLS:



*COORDINATE W/LL FOR TIE INTO SMOKE EXHAUST SYSTEM AND CONTROL

APPLICATION TABLE
ROOF TOP UNIT(S)
TYPICAL

THE ROOF TOP UNIT SHALL BE CONTROLLED THROUGH THE PACKAGED CONTROLS. THE SEQUENCE LISTED BELOW IS REVERSIBLE UNLESS NOTED OTHERWISE.

OCCUPIED HOURS: THE UNIT'S SUPPLY FAN SHALL BE ENERGIZED AND OPERATE CONTINUOUSLY; THE GAS FURNACE SHALL BE DE-ENERGIZED; THE OUTDOOR AIR AND EXHAUST AIR DAMPERS SHALL BE OPENED TO THE SCHEDULED VENTILATION POSITION.

THE SUPPLY AIR TEMPERATURE SETPOINT SHALL BE RESET FROM ITS MINIMUM SETPOINT, 55°F (ADJUSTABLE) TO ITS MAXIMUM SETPOINT, 70°F (ADJUSTABLE) AS REQUIRED TO MAINTAIN THE SPACE TEMPERATURE SETPOINT.

IF HEATING IS REQUIRED, THE GAS HEAT SHALL OPERATE AS REQUIRED TO MAINTAIN THE SUPPLY TEMPERATURE SETPOINT.

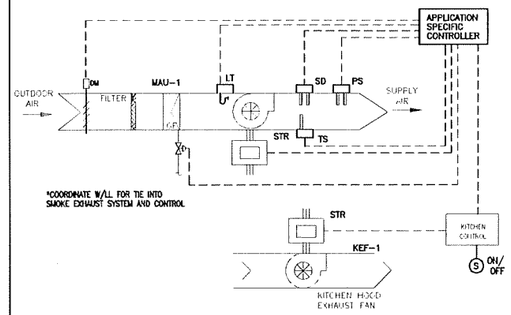
IF COOLING IS REQUIRED AND THE EXHAUST AIR ENTHALPY IS LOWER THAN THE OUTDOOR AIR ENTHALPY, THE OUTDOOR AIR DAMPER SHALL MODULATE OPEN TO LOWER THE SUPPLY AIR TEMPERATURE (ECONOMIZER OPERATION) TO THE MINIMUM SET POINT OF 55°F (ADJUSTABLE). IF FURTHER COOLING IS REQUIRED OR IF THE RETURN/EXHAUST AIR ENTHALPY IS HIGHER THAN THE OUTDOOR AIR ENTHALPY, THE OUTDOOR AIR DAMPER SHALL MODULATE TO THE MINIMUM VENTILATION POSITION AND THE UNIT SHALL OPERATE IN COOLING MODE.

UNOCCUPIED HOURS:
ROOF TOP UNIT: THE UNIT'S SUPPLY FAN SHALL BE DEENERGIZED; THE EXHAUSY FAN SHALL BE DEENERGIZED; THE OUTDOOR AIR AND EXHAUST AIR DAMPERS SHALL BE IN THE 100 PERCENT RETURN POSITION. UPON A CALL FOR HEAT FROM THE SPACE TEMPERATURE SENSOR, THE UNIT SUPPLY FAN SHALL BE ENERGIZED; THE UNIT SHALL OPERATE TO MAINTAIN THE UNOCCUPIED SPACE TEMPERATURE SETPOINT, 55 F (ADJUSTABLE). COOLING SHALL BE LOCKED OUT DURING UNOCCUPIED HOURS.

LOW TEMPERATURE PROTECTION CONTROL: WHEN AIR TERPERATURE DOWNSTREAM OF THE HEATING COIL DROP BELOW 40 DEG. F. (ADJUSTABLE AS SENSED BY LOW LIMIT THERMOSTAT), THE FOLLOWING WILL OCCUR:
1. THE SUPPLY AND EXHAUST FANS WILL SHUT DOWN.
2. THE OUTDOOR AIR DAMPER WILL CLOSE.
3. THE EXHAUST AIR DAMPER WILL OPEN.

THE LOW LIMIT THERMOSTAT WILL BEED TO BE MANUALLY RESET FOR NORMAL OPERATION TO RESUME.

WHEN THE SMOKE DETECTOR SENSES A SMOKE CONDITION, THE UNIT SUPPLY FAN SHALL BE DE-ENERGIZED; THE UNIT'S OUTDOOR AIR DAMPERS SHALL BE CLOSED; EXHAUST FAN SHALL ENERGIZE AND THE APPROPRIATE ALARM SIGNAL SHALL BE TRANSMITTED TO THE EMS.



*COORDINATE W/LL FOR TIE INTO SMOKE EXHAUST SYSTEM AND CONTROL

APPLICATION TABLE
KITCHEN VENTILATION SYSTEM
KEF-1 & MAU-1

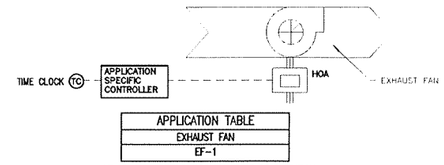
KITCHEN MAKE UP AIR & EXHAUST FAN(S) SEQUENCE OF OPERATION

THE KITCHEN MAKEUP AIR UNIT, KITCHEN EXHAUST HOOD FANS SHALL BE CONTROLLED THROUGH THE EMS SYSTEM. THE SEQUENCE LISTED BELOW IS REVERSIBLE UNLESS NOTED OTHERWISE.

EMS SYSTEM: WHEN THE KITCHEN HOOD ON/OFF SWITCH IS IN THE 'OFF' POSITION, THE HOOD EXHAUST FANS AND MAKEUP AIR UNIT SHALL BE DE-ENERGIZED. WHEN THE KITCHEN HOOD EXHAUST FAN ON/OFF SWITCH IS IN THE 'ON' POSITION THE KITCHEN HOOD EXHAUST FAN SHALL BE ENERGIZED AND OPERATE TO MAINTAIN THE EXHAUST AIR FLOW DETERMINED BY THE EMS SYSTEM. THE MAKEUP AIR UNIT SHALL ENERGIZE AND OPERATE THROUGH TO MAINTAIN THE SUPPLY AIR FLOW DETERMINED BY THE EMS SYSTEM; THE UNIT SHALL OPERATE TO MAINTAIN A CONSTANT DISCHARGE AIR TEMPERATURE, 68° F (ADJUSTABLE). UPON A CALL FOR HEAT FROM THE DISCHARGE AIR TEMPERATURE SENSOR, THE MODULATING GAS VALVE SHALL MODULATE OPEN AS REQUIRED TO MAINTAIN THE DISCHARGE AIR TEMPERATURE SETPOINT.

THE HOOD'S FIRE SUPPRESSION SYSTEM SHALL BE AUTOMATICALLY ACTIVATED AS REQUIRED. UPON FIRE SYSTEM ACTIVATION, THE MAKEUP AIR UNIT'S SUPPLY FAN SHALL BE DE-ENERGIZED AND OUTDOOR AIR DAMPER SHALL CLOSE, THE KITCHEN EXHAUSTS FAN SHALL BE ENERGIZED AND AN ALARM SHALL BE TRANSMITTED TO THE BUILDING'S FIRE ALARM CONTROL PANEL.

WHEN THE SMOKE DETECTOR SENSES A SMOKE CONDITION, THE UNIT SUPPLY FAN SHALL BE DE-ENERGIZED; THE UNIT'S OUTDOOR AIR DAMPERS SHALL BE CLOSED, EXHAUST FAN SHALL ENERGIZE AND THE APPROPRIATE ALARM SIGNAL SHALL BE TRANSMITTED TO THE EMS.



APPLICATION TABLE
EXHAUST FAN
EF-1

GENERAL EXHAUST FAN(S) SEQUENCE OF OPERATION

THE GENERAL EXHAUST FANS SHALL BE CONTROLLED THROUGH A TIME CLOCK SCHEDULE. THE SEQUENCE LISTED BELOW SHALL BE REVERSIBLE.

DURING OCCUPIED HOURS, THE EXHAUST FAN SHALL BE ENERGIZED AND RUN CONTINUOUSLY.

DURING UNOCCUPIED HOURS, THE EXHAUST FAN SHALL BE DE-ENERGIZED.

NOTES:

1. RTU WITH DUCTED RETURN, POWER EXHAUST AND SMOKE EXHAUST FUNCTION IS REQUIRED. CONTROL SEQUENCE MUST ENSURE LANDLORD REQUIRED MINIMUM NEGATIVE SPACE PRESSURIZATION OF 600 CFM IS MAINTAINED DURING ALL OCCUPIED HOURS OF OPERATION – SMOKE EXHAUST FUNCTION MUST BE TIED INTO LANDLORD'S SYSTEM.

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MECHANICAL
SEQUENCE OF CONTROLS

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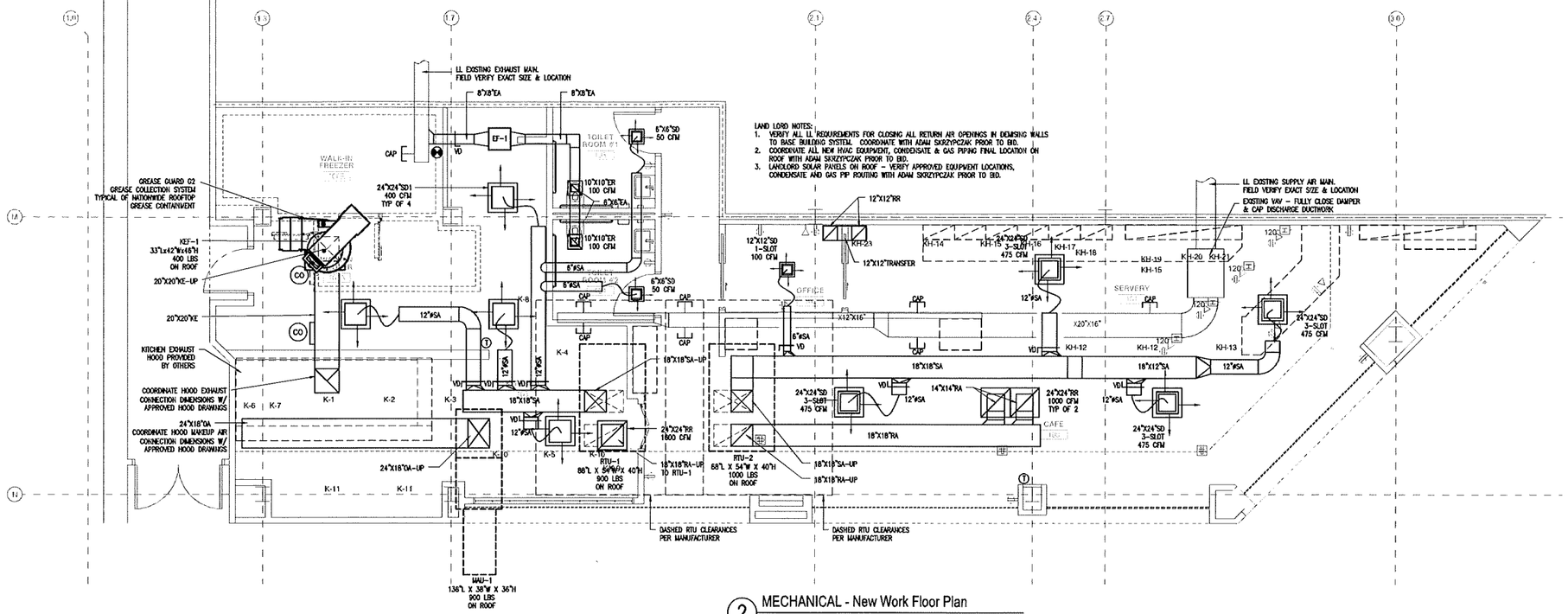
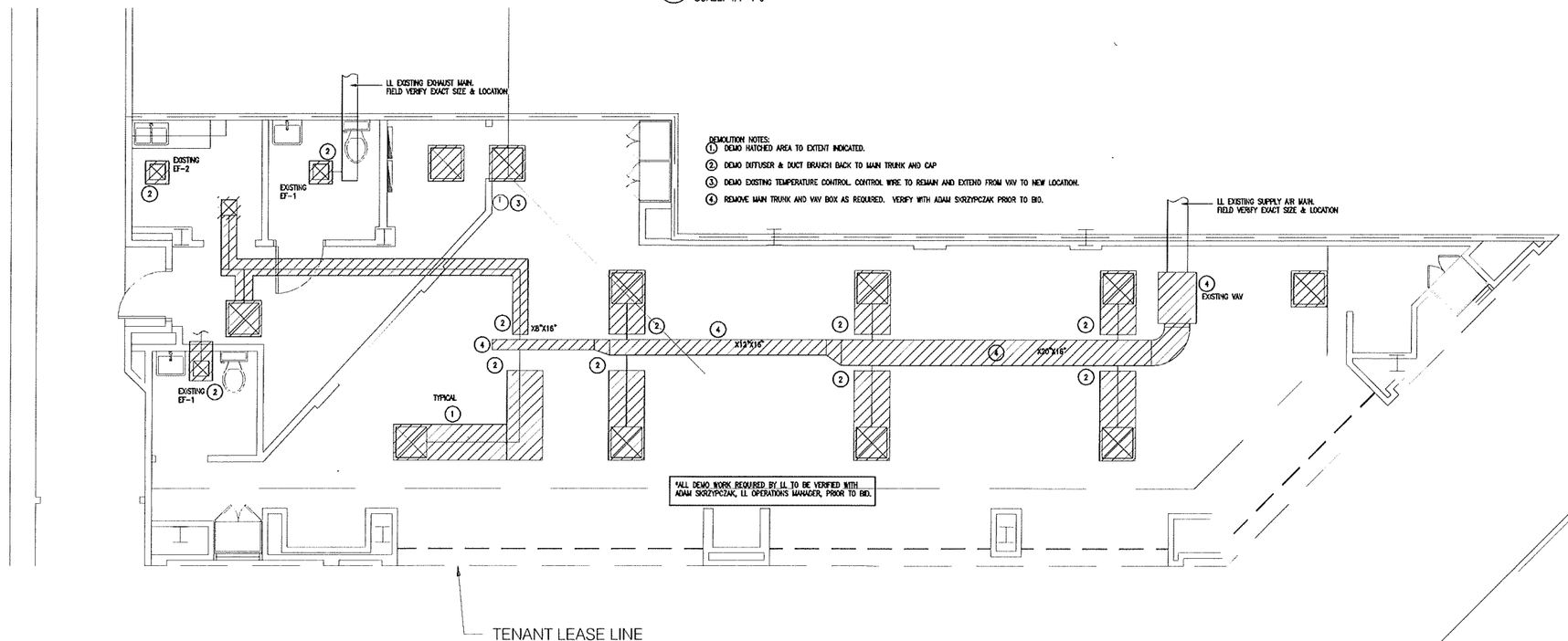


2 MECHANICAL - New Work Floor Plan
SCALE: 1/4"=1'-0"



1 MECHANICAL - Demolition Floor Plan
SCALE: 1/4"=1'-0"

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MECHANICAL
FLOOR PLANS

SCALE: AS NOTED
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DRAWN BY: DS
CHECKED BY: MD

M1.00

GENERAL SPECIFICATIONS

1. CONDITIONS OF THE CONTRACT AND DIVISION 1, GENERAL REQUIREMENTS APPLY TO WORK SHOWN ON THESE DRAWINGS. EXAMINE DRAWINGS AND OTHER SPECIFICATIONS FOR REQUIREMENTS THAT AFFECT WORK SHOWN ON THESE DRAWINGS.
2. PROVIDE ITEMS REFERRED TO IN SINGULAR NUMBER IN CONTRACT DOCUMENTS IN QUANTITIES NECESSARY TO COMPLETE WORK.
3. VISIT SITE AND EXAMINE CONDITIONS UNDER WHICH WORK MUST BE PERFORMED. REPORT ADVERSE CONDITIONS IN WRITING TO ARCHITECT. COMMENCEMENT OF WORK SHALL BE CONSTRUED AS COMPLETE ACCEPTANCE OF EXISTING CONDITIONS INCLUDING PREPARATORY WORK DONE BY OTHERS.
4. PERFORM WORK AND PROVIDE MATERIALS AND EQUIPMENT AS SHOWN ON DRAWINGS. COORDINATE ELECTRICAL WORK WITH WORK SHOWN ON THESE DRAWINGS.
5. GIVE NOTICES, FILE PLANS, OBTAIN PERMITS AND LICENSES, PAY FEES AND BACK CHARGES, AND OBTAIN NECESSARY APPROVALS FROM AUTHORITIES THAT HAVE JURISDICTION.
6. PERFORM WORK AS REQUIRED BY CODES, REGULATIONS AND LAWS OF LOCAL, STATE AND FEDERAL GOVERNMENTS AND OTHER AUTHORITIES WITH LAWFUL JURISDICTION.
7. MATERIAL AND EQUIPMENT SHALL BE UL, NEMA, ANSI, IEEE, ADA & CBM APPROVED FOR INTENDED SERVICE. MATERIAL AND INSTALLATION SHALL MEET REQUIREMENTS OF NATIONAL AND STATE ELECTRICAL CODE.
8. MAINTAIN RECORD DRAWINGS ON SITE. RECORD SET MUST BE COMPLETE, CURRENT AND AVAILABLE FOR INSPECTION WHEN REQUISITIONS FOR PAYMENT ARE SUBMITTED.
9. GUARANTEE WORK IN WRITING FOR ONE (1) YEAR FROM DATE OF FINAL ACCEPTANCE. REPAIR OR REPLACE DEFECTIVE MATERIALS OR INSTALLATION AT NO COST TO OWNER. CORRECT DAMAGE CAUSED IN MAKING NECESSARY REPAIRS AND REPLACEMENTS UNDER GUARANTEE AT NO COST TO OWNER.
10. SUBMIT GUARANTEE TO ARCHITECT BEFORE FINAL PAYMENT. STATEMENT OF GUARANTEE REQUIREMENTS SHALL NOT BE INTERPRETED TO LIMIT OWNER'S RIGHTS UNDER LAW AND THIS CONTRACT.
11. DRAWINGS ARE DIAGRAMMATIC AND INDICATE GENERAL ARRANGEMENT OF SYSTEMS. PROVIDE INFORMATION AND COMPONENTS SHOWN ON RISER DIAGRAMS BUT NOT SHOWN ON PLANS, AND VICE VERSA, AS IF EXPRESSLY REQUIRED ON BOTH.
12. UTILIZE MOLDED CASE CIRCUIT BREAKERS. MINIMUM INTERRUPTING CAPACITY SHALL BE 10,000 AMPS SYMMETRICAL AT 240 VOLTS, AND 14,000 AMPS SYMMETRICAL AT 480 VOLTS.
13. ADDRESS QUESTIONS REGARDING DRAWINGS TO ARCHITECT IN WRITING BEFORE AWARD OF CONTRACT. OTHERWISE, ARCHITECT INTERPRETATION OF MEANING AND INTENT OF DRAWINGS SHALL BE FINAL.
14. SUBMIT SHOP DRAWINGS AND PRODUCT DATA WITHIN THIRTY (30) DAYS AFTER AWARD OF CONTRACT. CHECK, STAMP AND MARK WITH PROJECT NAMES SUBMITTALS BEFORE TRANSMITTING TO ARCHITECT. INDICATE DEVIATIONS FROM CONTRACT DOCUMENTS. SHOP DRAWINGS SHALL BE PROVIDED FOR ALL EQUIPMENT SHOWN ON THE DRAWINGS. PROVIDE SHOP DRAWINGS ON LIGHTING, PANELBOARDS, CIRCUIT BREAKERS, CONDUIT, WIRING DEVICES, LIGHTING CONTROL DEVICES, CABLE AND CONDUCTORS, FIRE ALARM INCLUDING BATTERY CALCULATIONS, RISER DIAGRAM, EQUIPMENT CUTS AND DISCONNECTS.
15. DEVIATION FROM CONTRACT DOCUMENTS, OR PROPOSED SUBSTITUTION OF MATERIALS OR EQUIPMENT FOR THOSE SPECIFIED, SHALL BE REQUESTED IN SEPARATE LETTER, WHETHER DEVIATIONS ARE DUE TO FIELD CONDITIONS, STANDARD SHOP PRACTICE, OR OTHER CAUSE.
16. SUBSTITUTIONS FOR SCHEDULED LIGHTING EQUIPMENT WILL BE REJECTED UNLESS SUBSTITUTION SUBMITTAL IS RECEIVED WITHIN TEN (10) DAYS AFTER CONTRACT AWARD.
17. SCHEDULE AT LEAST TEN (10) WORKING DAYS, EXCLUSIVE ON TRANSMITTAL TIME FOR SUBMITTAL REVIEW.
18. ALL WIRING SHALL BE RUN CONCEALED UNLESS SPECIFIED OTHERWISE.
19. ALL EQUIPMENT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, RECTILINEAR TO BUILDING STRUCTURE.
20. ALL COMPONENTS SHOWN ON THE RISER DIAGRAMS, BUT NOT ON THE PLAN OR VICE VERSA, SHALL BE INCLUDED AS IF SHOWN ON BOTH.
21. LOCATION OF MECHANICAL EQUIPMENT THAT REQUIRE ELECTRICAL CONNECTIONS ARE SHOWN ON THE MECHANICAL DRAWINGS.
22. ALL RACEWAY RUNNING THROUGH BUILDING EXPANSION JOINTS SHALL BE EQUIPPED WITH EXPANSION FITTINGS.
23. CONDUIT HOMERUNS SHOWN ON THE DRAWING WITH MORE THAN THREE (3) CURRENT CARRYING CONDUCTORS ARE SHOWN DIAGRAMMATICALLY. THE CONTRACTOR SHALL NOT INSTALL MORE THAN THREE (3) CURRENT CARRYING CONDUCTORS IN A RACEWAY UNLESS DONE SO STRICTLY BY THE NATIONAL ELECTRICAL CODE AS AMENDED BY THE STATE.
24. THE ELECTRICAL CONTRACTOR SHALL CONSULT AND COOPERATE WITH CONTRACTORS OF OTHER TRADES TO AVOID ANY INTERFERENCE IN THE INSTALLATION OF THEIR RESPECTIVE EQUIPMENT. CONTRACTOR SHALL REVIEW ALL TRADES' CONTRACT DOCUMENTS TO DETERMINE SPECIFIC MOUNTING LOCATIONS FOR ELECTRICAL EQUIPMENT. COORDINATE EXACT MOUNTING LOCATIONS WITH THE ARCHITECT
25. BRANCH CIRCUIT WIRING MAY NOT BE SHOWN GRAPHICALLY ON DRAWINGS AND MAY BE INDICATED BY CIRCUIT NUMBERS BESIDE FIXTURES, DEVICES AND EQUIPMENT. PROVIDE COMPLETE WIRING SYSTEM WHETHER OR NOT INDICATED GRAPHICALLY. PHASE BALANCE ALL PANELBOARDS IN FIELD. CIRCUIT NUMBERS ARE DIAGRAMMATIC, UTILIZE AVAILABLE SPACE OR PROVIDE ADDITIONAL BREAKERS AND PANELBOARDS AS NECESSARY.
26. ALL NEW WIRING SHALL BE TYPE THHN/THWN RATED 75-90°C, 600V. WET-DRY LOCATIONS. MINIMUM BRANCH CIRCUIT WIRING SHALL BE NO. 12 AWG SOLID COPPER. BRANCH CIRCUITS LONGER THAN 150 FEET FOR 120 VOLTS OR 250 FEET FOR 277 VOLTS SHALL BE AT LEAST NO. 10 AWG FROM PANEL TO LAST OUTLET.
27. ALL NEW EXPOSED INTERIOR WIRING ABOVE 8'-0" NOT EXPOSED TO DAMAGE SHALL BE INSTALLED IN ELECTRIC METALLIC TUBING. ALL WIRING IN CONCRETE SLABS OR EXPOSED IN ROOM BELOW 8'-0" OR EXPOSED TO DAMAGE SHALL BE INSTALLED IN RIGID STEEL CONDUIT. EXTERIOR WIRING SHALL BE IN GALVANIZED RIGID METALLIC CONDUIT.
28. INTERRUPTIONS TO EXISTING ELECTRIC SERVICES AND SYSTEMS SHALL BE AS SHORT AS POSSIBLE AND AT A TIME AND DURATION APPROVED BY THE ARCHITECT OR OWNER. INCLUDE ALL PREMIUM TIME ASSOCIATED WITH INTERRUPTIONS, TWENTY-FOUR (24) HOUR NOTICE IS REQUIRED.
29. ALL GROUNDING SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AS AMENDED BY THE STATE OF MASSACHUSETTS.
30. ALL FIREPROOFING FOR ELECTRICAL PENETRATIONS SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR.
31. SYSTEM FEEDERS AND BRANCH CIRCUITS THAT PASS THROUGH ALTERED AREAS AND SERVE OTHER AREAS SHALL BE MAINTAINED.
32. PROVIDE NEW TYPED IDENTIFICATION DIRECTORY IN PANELBOARDS INDICATING CIRCUIT FUNCTION OR EQUIPMENT SERVED. LABEL ALL ELECTRICAL PANELS, DISCONNECT SWITCHES AND OTHER EQUIPMENT WITH ENGRAVED VINYL PLATES. NAMEPLATE LETTERING SHALL BE 1/4" MINIMUM.
33. PANELBOARDS SHALL BE DOOR-IN-DOOR CONSTRUCTION WITH COPPER BUS. CIRCUIT BREAKERS SHALL BE THERMAL-MAGNETIC, BOLT-ON. PANELBOARDS AND BREAKERS SHALL BE CUTLER HAMMER, SQUARE 'D', G.E. OR SIEMENS. PROVIDE TYPE IDENTIFICATION DIRECTORY CARDS IN PANELBOARD INDICATING CIRCUIT FUNCTION OR EQUIPMENT SERVED.
34. DISCONNECT SWITCHES SHALL BE HEAVY DUTY (HD). SIDE OPERATED WITH INTERLOCKING COVER, G.E., SQUARE 'D', CUTLER HAMMER OR SIEMENS OR EQUAL.
35. ALL WIRING (LOW VOLTAGE, TEL/DATA, FIRE ALARM, POWER BRANCH CIRCUIT) SHALL BE PLENUM RATED; NO EXCEPTIONS. NON-PLENUM RATED CABLES OF ANY KIND SHALL NOT BE PROVIDED.
36. PROVIDE UL LISTED MOLDABLE PUTTY PADS TO SEAL ANNULAR SPACES/PENETRATIONS AROUND ALL JUNCTION BOXES.

POWER NOTES

1. ALL CONDUIT, WIRING AND ELECTRICAL EQUIPMENT SHALL BE INSTALLED AND GROUNDED IN ACCORDANCE WITH THE LATEST STANDARDS OF THE NATIONAL & STATE ELECTRICAL CODES AND ANY APPLICABLE LOCAL REGULATIONS.
2. ALL CONDUITS ARE SHOWN DIAGRAMMATICALLY. EXACT LOCATION AND METHOD OF SUPPORT SHALL BE DETERMINED IN THE FIELD, EXCEPT WHERE SPECIFIC DIMENSIONS AND DETAILS ARE SHOWN. ALL CONDUIT RUNS SHALL BE RIGIDLY SUPPORTED.
3. NO CONDUIT SMALLER THAN 3/4 INCH ELECTRICAL TRADE SIZE SHALL BE USED, UNLESS SPECIFICALLY CALLED FOR ON THE DRAWINGS.
4. PERFORM WORK AND PROVIDE MATERIALS AND EQUIPMENT TO MAKE INSTALLATION COMPLETE IN EVERY DETAIL UNDER THIS CONTRACT WHETHER OR NOT SPECIFICALLY SHOWN ON DRAWINGS.
5. WIRING DEVICES SHALL BE TAMPER RESISTANT GRADE, 20 AMP, WITH SMOOTH NYLON DEVICE PLATES AS MANUFACTURED BY HUBBELL, OR EQUAL. COLOR TO MATCH EXISTING OR AS APPROVED BY ARCHITECT.
6. ALL 15 AND 20 AMP, 125 AND 250 VOLT WIRING DEVICES INSTALLED WITHIN COMMERCIAL KITCHEN AND BAR AREAS SHALL BE PROVIDED WITH WEATHERPROOF IN-USE CLEAR COVER AS MANUFACTURED BY HUBBELL, OR EQUAL: HUBBELL No. WM410C.
7. CONDUCTORS AND CABLE SHALL BE MINIMUM #12 AWG, 600 VOLT, COPPER WITH TYPE THHN/THWN INSULATION. PROVIDE SEPARATE GREEN GROUND IN ALL FEEDERS. WIRE SIZE #8 AWG AND LARGER SHALL BE STRANDED, #10 AWG AND SMALLER SHALL BE SOLID. COLOR CODE CONDUCTORS BLACK, RED, BLUE, WITH WHITE NEUTRAL AND GREEN GROUND EXCEPT AS NOTED FOR 120 VOLT
8. MOUNTING HEIGHTS OF ELECTRICAL EQUIPMENT SHALL BE AS FOLLOWS UNLESS OTHERWISE NOTED:
   a.) CONVENIENCE RECEPTACLE (GENERAL), 1'-6" FROM FLOOR TO CENTERLINE.
   b.) CONVENIENCE RECEPTACLE (OFFICE), 1'-6" FROM FLOOR TO CENTERLINE.
   c.) TELEPHONE OUTLETS, 1'-6" FROM FLOOR TO CENTERLINE.

GENERAL NOTES

1. REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR MOUNTING HEIGHTS AND EXACT LOCATIONS OF ALL DEVICES.
2. ALL FLOOR, MASONRY WALLS AND STRUCTURAL CEILING PENETRATIONS SHALL BE SLEEVED.
3. PROVIDE FIRE/MOISTURE SEAL FOR WALL, FLOOR OR CEILING PENETRATIONS.
4. DO NOT LAY CABLES OR RACEWAY ON, OR SUPPORT FROM SUSPENDED CEILING OR PIPING AND DUCTWORK.
5. OUTLET BOXES SHALL BE MOUNTED FLUSH. CONDUIT SHALL BE RUN CONCEALED. WHERE WALLS ARE BLOCK, DEVICES AND WIRING SHALL BE SURFACE MOUNTED. PROVIDE WIREMOLD OR EQUAL TO SURFACE MOUNTED RACEWAY WITH FINISHED BOXES.
6. ALL WIRING WITHIN UTILITY CLOSETS MAY BE IN SURFACE MOUNTED CONDUIT. EMT MAY BE UTILIZED.
7. FLEXIBLE CONDUIT CONNECTIONS SHALL BE A MAXIMUM OF 6'-0".
8. MC TYPE CONDUCTOR WITH INTEGRAL GROUND WIRE MAY BE UTILIZED FOR POWER AND LIGHTING CIRCUITS. MC CABLE SHALL BE UTILIZED ONLY WHERE COMPLETELY CONCEALED.
9. STEEL OR FIRE-RATED ELECTRICAL BOXES (SWITCHES, OUTLETS, JUNCTION BOXES, ETC.) SHALL BE PROVIDED AND INSTALLED IN ALL FIRE RATED ASSEMBLIES AS IN ACCORDANCE WITH BUILDING AND ELECTRICAL CODES. UL LISTED MOLDABLE PUTTY PADS OR FIREBLOCK/SPRAY FOAM INSULATE SHALL BE USED TO SEAL ALL ANNULAR SPACES/PENETRATIONS AROUND OUTLET BOXES. FIRE RATED ASSEMBLIES INCLUDE EXTERIOR WALLS, FIRE-RATED WALLS, FLOOR/CEILING ASSEMBLIES AND ROOF/CEILING ASSEMBLIES.
10. RECESSED ELECTRICAL ENCLOSURES SUCH AS BUT NOT LIMITED TO; PANELBOARDS, LOW VOLTAGE MEDIA CENTERS, ETC. SHALL BE PROVIDED WITH FIRE-RATED BOXES WHERE INSTALLED IN FIRE-RESISTANCE-RATED ASSEMBLIES. REFER TO ARCHITECTURAL PLANS FOR LOCATIONS OF FIRE-RATED ASSEMBLIES.
11. VERIFY ANY DEMOLITION WORK, AND ANY NEW WORK, REQUIRED BY THE LANDLORD THAT IS NOT SHOWN ON PLANS WITH ADAM SKRZYPCZAK, LANDLORD'S OPERATION MANAGER, PRIOR TO BID.
12. VERIFY ANY WORK REQUIRED TO PROTECT LANDLORD AND TENANT FIRE ALARM/LIFE SAFETY SYSTEM WIRING AND DEVICES, SPRINKLER PIPING, DUCTWORK, PLUMBING, COMMUNICATION SYSTEM WIRING, ETC. DURING DEMOLITION AND NEW CONSTRUCTION WITH ADAM SKRZYPCZAK AND THE TENANT'S ARCHITECT PRIOR TO BID/START OF WORK.
13. MUST COVER RETURN AIR OPENINGS PRIOR TO START OF DEMOLITION WORK AND/OR NEW CONSTRUCTION. VERIFY LANDLORD REQUIREMENTS WITH ADAM SKRZYPCZAK PRIOR TO BID.
14. ALL WORK OUTSIDE OF TENANT'S SPACE SHALL BE BY A LANDLORD APPROVED ELECTRICAL CONTRACTOR AT THE TENANT'S EXPENSE.
15. ALL LIGHTING FIXTURES, EQUIPMENT, DEVICES, ETC. SHALL BE U.L. LISTED.
16. ALL LIGHT FIXTURES, EQUIPMENT, WIRING METHODS, ETC. WITHIN A CEILING AIR PLENUM SHALL COMPLY WITH NEC SECTION 300-22, AND ANY ADDITIONAL BUILDING DEPT. REQUIREMENTS. VERIFY ANY ADDITIONAL REQUIREMENTS WITH THE BUILDING DEPT. AND THE TENANT'S ARCHITECT PRIOR TO BID.
17. VERIFY REQUIRED AIC/FAULT CURRENT RATING FOR ALL PANELBOARDS PRIOR TO PURCHASE.
18. PROVIDE LOCK-ON DEVICE FOR EXIT LIGHT, EMERGENCY LIGHT AND FIRE ALARM SYSTEM CIRCUITS AS REQUIRED.
19. VERIFY IF MC CABLE IS ALLOWED BY THE LANDLORD WITH ADAM SKRZYPCZAK PRIOR TO BID. FLEXIBLE METAL CONDUIT (MAX. LENGTH 6FT.) TYPICALLY REQUIRED.
20. TENANT SPACE BELOW. VERIFY APPROVED FLOOR SLAB PENETRATION LOCATIONS AND THE FOLLOWING LANDLORD REQUIREMENTS WITH THE TENANT'S ARCHITECT AND ADAM SKRZYPCZAK PRIOR TO BID: CORING AND SLEEVING; CONDUIT ROUTING IN CEILING OF SPACE BELOW; FIREPROOFING AND SEALING ETC. MAY BE REQUIRED TO PERFORM RADAR/SONAR/X-RAY VERIFICATION SURVEY OF FLOOR SLAB AND/OR USE A LANDLORD APPROVED CORING CONTRACTOR. ALL WORK SHALL BE AT THE TENANT'S EXPENSE.
21. VERIFY LANDLORD APPROVED METHODS FOR ATTACHING TO THE BUILDING STRUCTURE WHEN HANGING/SUPPORTING HVAC EQUIPMENT, DUCTWORK, PIPING AND WATER HEATERS, TRANSFORMERS, FIXTURES, CONDUIT, ETC. WITH THE TENANT'S ARCHITECT AND ADAM SKRZYPCZAK PRIOR TO BID. ATTACHING TO ROOF DECK, OR UPPER LEVEL FLOOR SLABS IS NOT ALLOWED. CONTRACTOR MAY BE REQUIRED TO SUBMIT DETAIL/PLAN TO LANDLORD'S STRUCTURAL ENGINEER FOR APPROVAL AT THE TENANT'S EXPENSE.
22. PROVIDE ACCESS TO ANY LANDLORD AND/OR TENANT EQUIPMENT, VALVES, DAMPERS, CONTROLS, CLEANOUTS, J-BOXES, ETC. LOCATED ABOVE GYP. BOARD CEILING AND ANY OTHER INACCESSIBLE AREAS AS REQUIRED. VERIFY/COORDINATE REQUIRED ACCESS PANEL LOCATIONS WITH THE TENANT'S ARCHITECT AND ADAM SKRZYPCZAK PRIOR TO BID/START OF WORK.
23. SEE NOTES ON PLANS AND VERIFY ALL MATERIALS AND WORK REQUIRED BY THE LANDLORD PRIOR TO BID.
24. THE LANDLORD'S OPERATIONS MANAGER SHALL HAVE THE AUTHORITY TO MAKE ON-SITE DECISIONS AND FIELD CHANGES IN ACCORDANCE WITH THE LANDLORD'S TENANT DESIGN CRITERIA, AND ANY SPECIFIC MALL OPERATION NEEDS/REQUIREMENTS NOT NOTED ON PLANS.

LIGHTING NOTES

1. ALL CONDUIT, FIXTURES AND OUTLETS ARE SHOWN DIAGRAMMATICALLY. EXACT LOCATION AND METHOD OF SUPPORT SHALL BE DETERMINED IN THE FIELD, EXCEPT WHERE SPECIFIC DIMENSIONS AND DETAILS ARE SHOWN.
2. ALL LIGHTING FIXTURE SPACING DIMENSIONS AND MOUNTING HEIGHTS ARE RECOMMENDED LOCATIONS. SLIGHT VARIATIONS WHERE NECESSARY TO AVOID INTERFERENCE SHALL BE DETERMINED IN THE FIELD.
3. MOUNTING HEIGHTS OF ELECTRICAL EQUIPMENT SHALL BE AS FOLLOWS, UNLESS OTHERWISE NOTED:
   a.) LIGHT SWITCHES, 4'-0" FROM FLOOR TO CENTERLINE.
   b.) LIGHTING PANELBOARDS, 6'-0" FROM FLOOR TO TOP.
   c.) LIGHT FIXTURES - SEE LIGHTING FIXTURE SCHEDULE, MOUNTING HEIGHT OF FIXTURE IS MEASURED TO BOTTOM OF REFLECTOR.
4. WHERE REQUIRED, ADDITIONAL SUPPORT STEEL FOR THE LIGHTING INSTALLATION SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR. SEISMIC RESTRAINTS SHALL BE INCLUDED AS PER STATE BUILDING CODE.
5. PROVIDE SEPARATE UN-SWITCHED NEUTRAL TO ALL EXIT SIGNS, EMERGENCY BATTERY UNITS AND EMERGENCY LIGHT FIXTURES CONTAINING EMERGENCY PACKS OR BALLASTS.
6. FIRE-RATED BOXES/ENCLOSURES FOR RECESSED LIGHTING FIXTURES SHALL BE PROVIDED AND INSTALLED IN FIRE-RATED ASSEMBLIES AS IN ACCORDANCE WITH BUILDING AND ELECTRICAL CODES. FIRE-RATED ASSEMBLIES INCLUDE; FIRE-RATED WALLS, FLOOR/CEILING ASSEMBLIES AND ROOF/CEILING ASSEMBLIES. REFER TO ARCHITECTURAL PLANS FOR LOCATIONS OF FIRE-RATED ASSEMBLIES.

ABBREVIATIONS

A/AMP	AMPERE	IMC	INTERMEDIATE METALLIC CONDUIT
AC	ALTERNATING CURRENT	JB	JUNCTION BOX
AF	AMPERE FRAME	KVA	KILOVOLT-AMPERE
AFF	ABOVE FINISHED FLOOR	KW	KILOWATT
AFG	ABOVE FINISHED GRADE	LTG	LIGHTING
AIC	AMPERE INTERRUPTING CAPACITY	PWR	POWER
AL	ALUMINUM	MCB	MAIN CIRCUIT BREAKER
AT	AMPERE TRIP	MEC	MASSACHUSETTS ELECTRICAL CODE
ATS	AUTOMATIC TRANSFER SWITCH	MLO	MAIN LUGS ONLY
AWG	AMERICAN WIRE GAUGE	MTG	MOUNTING
C	CONDUIT	MTD	MOUNTED
CKT	CIRCUIT	MCC	MOTOR CONTROL CENTER
CB	CIRCUIT BREAKER	NEC	NATIONAL ELECTRICAL CODE
CU	COPPER	NS	NON-SYSTEM
CL	CENTERLINE	NTS	NOT TO SCALE
DC	DIRECT CURRENT	No., #	NUMBER
DE	DUAL ELEMENT	PC	PLUMBING CONTRACTOR
DWG	DRAWING	RPM	REVOLUTIONS PER MINUTE
EC	ELECTRICAL CONTRACTOR	RMS	ROOT MEAN SQUARE VALUE
EMH	ELECTRICAL MANHOLE	RGS	RIGID STEEL CONDUIT
EWC	ELECTRIC WATER COOLER	SF	SQUARE FOOT
EMT	ELECTRIC METALLIC CONDUIT	SN	SOLID NEUTRAL
FLMT	FLEXIBLE LIQUID TIGHT METALLIC TUBING	ST	SHUT TRIP CIRCUIT BREAKER
GC	GENERAL CONTRACTOR	SWBD	SWITCHBOARD
GND	GROUND	TYP	TYPICAL
GF	GROUND FAULT CIRCUIT BREAKER	V	VOLTS
GFI	GROUND FAULT INTERRUPTING	VA	VOLT-AMPERE
HVAC	HEATING, VENTILATION AND AIR CONDITIONING	VFD	VARIABLE FREQUENCY DRIVE
HP	HORSEPOWER	WP	WEATHERPROOF

BRANCH CIRCUIT AND FEEDER SYMBOLS

- BRANCH CIRCUIT OR FEEDER CONCEALED UNLESS OTHERWISE NOTED. BRANCH CIRCUIT DIAGONAL LINES INDICATE NUMBER OF CONDUCTORS. GROUND WIRE(S) NOT INDICATED. MINIMUM SIZE CONDUCTOR #12 AWG AND 3/4" CONDUIT, UNLESS OTHERWISE NOTED
- 4#1,1#6G-1½"C — INDICATES (3) #1 AWG(PHASE), (1)#1 AWG(NEUTRAL), (1) #6 GROUND IN A 1-1/2" CONDUIT
- FLEXIBLE CONNECTION TO MOTOR OR EQUIPMENT
- PP1-1 20A/1P — HOMERUN TO PANELBOARD 'P1' CIRCUIT NUMBER 1. DIAGONAL LINES INDICATE (1) PHASE AND (1) NEUTRAL CONDUCTOR. (1) GROUNDING CONDUCTOR UNDERSTOOD.
- PP1-1,3 (2)20A/1P — HOMERUN TO PANELBOARD 'P1' CIRCUIT NUMBER 1 & 3. DIAGONAL LINES INDICATE (2) PHASE AND (2) NEUTRAL CONDUCTOR. (2) GROUNDING CONDUCTOR UNDERSTOOD.
- PP1-1,3,5 (3)20A/1P — HOMERUN TO PANELBOARD 'P1' CIRCUIT NUMBER 1, 3 & 5. DIAGONAL LINES INDICATE (3) PHASE AND (3) NEUTRAL CONDUCTOR. (3) GROUNDING CONDUCTOR UNDERSTOOD.
- PP1-1,3,5 20A/3P — HOMERUN TO PANELBOARD 'P1' CIRCUIT NUMBER 1, 3 & 5. DIAGONAL LINES INDICATE (3) PHASE AND (1) NEUTRAL CONDUCTOR. (1) GROUNDING CONDUCTOR UNDERSTOOD.
- PP1-1,3,5 20A/3P — HOMERUN TO PANELBOARD 'P1' CIRCUIT NUMBER 1, 3 & 5. DIAGONAL LINES INDICATE (3) PHASE CONDUCTORS. NEUTRAL CONDUCTOR NOT REQUIRED. (1) GROUNDING CONDUCTOR UNDERSTOOD.

SWITCHING SYMBOLS

- S_a — SINGLE POLE SWITCH, RATED 20A, 120/277V, MOUNTING HEIGHT 48" TO CENTERLINE OF TOGGLE SWITCH IN "ON" POSITION. "a" DENOTES FIXTURE SWITCH CONTROL
- S_3 — THREE WAY SWITCH, RATED 20A, 120/277V, MOUNTING HEIGHT 48" TO CENTERLINE OF TOGGLE SWITCH IN "ON" POSITION. "a" DENOTES FIXTURE SWITCH CONTROL
- S_M — MANUAL MOTOR STARTER, RATED 20A, 250V, COORDINATE MOUNTING HEIGHT IN FIELD, MOUNTING HEIGHT SHALL NOT EXCEED 6'-7" AFF

LIGHTING FIXTURE SYMBOLS

- A — LED LIGHTING FIXTURE, CEILING/SURFACE/RECESSED/PENDANT OR WALL MOUNTED. "A" DENOTES LIGHTING FIXTURE TYPE (SEE FIXTURE SCHEDULE). "2" DENOTES CIRCUIT NUMBER. "a" DENOTES SWITCH CONTROL
- B — COMPACT LED LIGHT FIXTURE, CEILING/SURFACE/RECESSED OR PENDANT MOUNTED. "B" DENOTES LIGHTING FIXTURE TYPE, "4" DENOTES CIRCUIT NUMBER, "b" DENOTES SWITCH CONTROL
- EB — EMERGENCY BATTERY UNIT WITH TWO (2) HEADS
- EXIT SIGN, SHADED REGION INDICATES FACE

EXISTING EQUIPMENT DESIGNATIONS

- X — EXISTING TO BE REMOVED. REMOVE ALL ASSOCIATED CONDUIT AND CONDUCTORS.
- XM — EXISTING TO REMAIN.
- XN — EXISTING EQUIPMENT TO BE REPLACED WITH NEW. CONNECT NEW EQUIPMENT TO EXISTING CIRCUIT.
- XR — EXISTING EQUIPMENT TO BE RELOCATED. JUNCTION AND EXTEND EXISTING CONDUIT AND CONDUCTORS.
- XL — NEW LOCATION FOR EXISTING EQUIPMENT. JUNCTION AND EXTEND CONDUIT AND CONDUCTORS AS REQUIRED.

OCCUPANCY SENSORS

- * WALL MOUNTED OCCUPANCY SENSOR, 180', 300SF COVERAGE (20'W x 25'L), PHILIPS LIGHTING CONTROLS No. ITS2U-COLOR OR EQUAL
- * CEILING MOUNTED OCCUPANCY SENSOR, 360' TWO-SIDED, 1950SF COVERAGE (50' DIAMETER), PHILIPS LIGHTING CONTROLS No. ITSCS (FOR PARTIAL COVERAGE APPLICATIONS, A PROVIDED MASK CAN BE TRIMMED TO ADJUST COVERAGE) OR EQUAL

* COVERAGE DIMENSIONS APPLY TO DEVICE BEING CENTERED. ACTUAL COVERAGE'S CAN VARY ON THE SHAPE AND USE OF APPLICABLE SPACE. COVERAGE MAY BE REDUCED IF DEVICE IS MOUNTED GREATER THAN 12 FEET HIGH. SENSORS REQUIRE RELAY PACKS, PHILIPS LIGHTING CONTROLS No. ITSRP1U (SINGLE CIRCUIT), ITSRP2 (TWO CIRCUIT) OR ITSRP4 (FOUR CIRCUIT).

RECEPTACLES AND OUTLETS

- 5 — DUPLEX CONVENIENCE RECEPTACLE OUTLET, GROUNDING TYPE, RATED 20A, 125V TYPE. "5" DENOTES CIRCUIT NUMBER, MOUNTING HEIGHT 18" TO CENTERLINE AFF
- GROUND FAULT INTERRUPTING OUTLET, RATED 20A, 125V RECEPTACLE, MOUNTING HEIGHT 18" TO CENTERLINE AFF
- DUPLEX CONVENIENCE OUTLET, MOUNTING HEIGHT 42" TO CENTERLINE AFF OR 6" ABOVE COUNTER TOP
- GROUND FAULT DUPLEX RECEPTACLE, MOUNTING HEIGHT 42" TO CENTERLINE AFF OR MOUNTED 6" ABOVE COUNTER TOP
- DOUBLE DUPLEX GROUND FAULT OUTLET, MOUNTING HEIGHT 42" TO CENTERLINE AFF OR 6" ABOVE COUNTER TOP
- DUPLEX CONVENIENCE RECEPTACLE OUTLET FOR MICROWAVE, TV, ETC., COORDINATE MOUNTING HEIGHT WITH ARCHITECT
- DOUBLE DUPLEX CONVENIENCE OUTLET, MOUNTING HEIGHT 18" TO CENTERLINE AFF
- TV — CABLE TELEVISION CONNECTION, FLUSH MOUNTING 18" TO CENTERLINE AFF WITH 1 GANG BACK BOX & COVER PLATE WITH 'F'-CONNECTOR
- TELEPHONE/COMPUTER OR DATA OUTLET (RJ45), FLUSH MOUNTING 18" TO CENTERLINE AFF WITH SINGLE GANG BACK BOX AND COVER PLATE

MOTOR AND CONTROLS

- 1.5 — MOTOR, NUMERAL INDICATES HORSEPOWER
- 30AF 20AT — DISCONNECT SWITCH, FUSED TYPE, RATED 30A, 20A FUSE, 3 POLE IN NEMA TYPE "1" ENCLOSURE, UNLESS OTHERWISE NOTED

PANELBOARD AND TERMINAL CABINET

- 120/208VOLT LIGHTING OR POWER PANEL, SURFACE MOUNTED
- 277/480VOLT DISTRIBUTION PANEL, SURFACE MOUNTED
- TELEPHONE TERMINAL 4'x8' 3/4" PLYWOOD BACKBOARD, PAINTED BLACK
- T — TRANSFORMER, DRY TYPE

MISCELLANEOUS

- ECH 1 — MECHANICAL EQUIPMENT TAG, REFER TO MECHANICAL SCHEDULE

LANDLORD REQUIRED CONTRACTORS

(VERIFY WITH ADAM SKRZYPCZAK)

ELECTRICAL SERVICE & FIRE ALARM: BRIAN SULLIVAN
UNIVERSAL AUTOMATION & MECH. SERVICES
841 WORCESTER RD. #512
NATICK, MA 01760
PH: 508-660-6000
CELL: 508-837-0571
EMAIL: BRIAN SULLIVAN@UAMSERVICE.COM

ROOFING: DON BREDNER
TECTA AMERICAN ROOFING
PH: 978-436-9990

ALL WORK AND MATERIAL SHALL BE IN ACCORDANCE WITH THE LANDLORD'S
NATICK MALL
TENANT CRITERIA MANUAL
ALL CONTRACTORS SHALL OBTAIN A COPY FROM THE LANDLORD'S TENANT COORDINATOR OR MALL OPERATIONS MANAGER AND BECOME FAMILIAR WITH THE REQUIREMENTS CONTAINED WITHIN PRIOR TO BIDDING THE JOB. WHERE LANDLORD'S REQUIREMENTS CONFLICT WITH CODES OR ORDINANCES, THE STRICTEST INTERPRETATION SHALL APPLY.

BLW
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311 Great Road, Post Office Box 1551
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HVAC • Electrical • Plumbing • Fire Protection

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COMMONWEALTH OF MASSACHUSETTS
MICHAEL J. SOMMERVILLE
No. 35837
ELECTRICAL
REGISTERED PROFESSIONAL ENGINEER

ANALOGUE STUDIO

Tous Les Jours

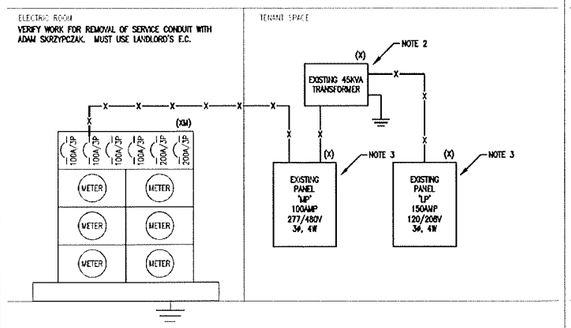
Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

ELECTRICAL
LEGENDS AND SPECIFICATIONS

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: KWV
CHECKED BY: DSK

E0.1



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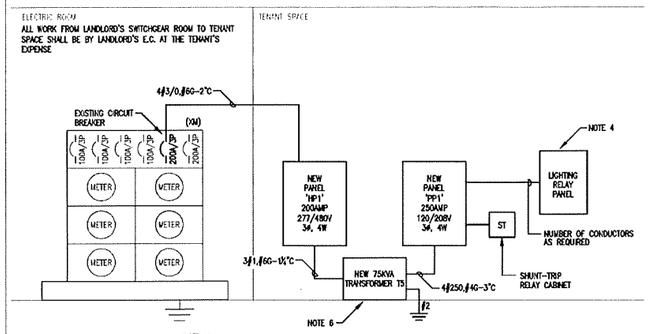


NEW

PARTIAL POWER RISER DIAGRAM

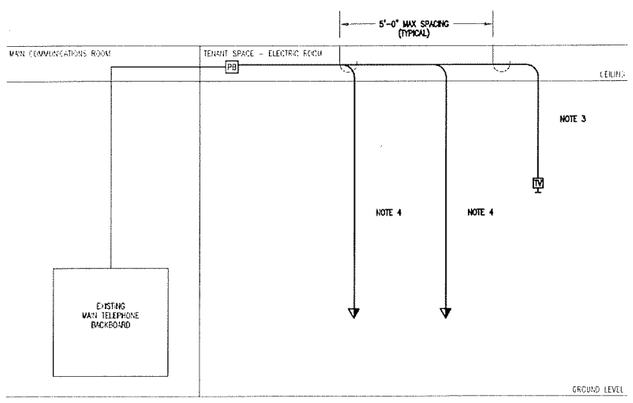
N.T.S.

NOTES:

1. ELECTRICAL CONTRACTOR SHALL GROUND IN ACCORDANCE WITH NEC ARTICLE 250 AS AMENDED BY MASSACHUSETTS ELECTRICAL CODE.
2. EXISTING TRANSFORMER SHALL BE REPLACED WITH NEW. DURING AUTHORIZED SHUTDOWN, ELECTRICAL CONTRACTOR SHALL DISCONNECT AND MAKE SAFE FOR REMOVAL. EXISTING TRANSFORMER AND ASSOCIATED FEEDERS SHALL BE REMOVED IN THEIR ENTIRETY.
3. EXISTING PANEL SHALL BE REPLACED WITH NEW. DURING AUTHORIZED SHUTDOWN, ELECTRICAL CONTRACTOR SHALL DISCONNECT AND MAKE SAFE FOR REMOVAL. EXISTING PANEL AND ASSOCIATED FEEDERS SHALL BE REMOVED IN THEIR ENTIRETY.
4. SHUNT TRIP RELAY CABINET, ELECTRICAL CONTRACTOR SHALL REFER TO DETAIL NO. 1 ON DRAWING E0.5 FOR DETAILS.
5. ELECTRICAL CONTRACTOR SHALL PROVIDE LITE PAK 2 RELAY CONTROL PANEL DLP2-16R-FM. REFER TO RELAY ZONE SCHEDULE (THIS SHEET). E.C. SHALL COORDINATE ALL REQUIREMENTS WITH MANUFACTURER PRIOR TO PURCHASE.
6. ELECTRICAL CONTRACTOR SHALL PROVIDE FLOOR MOUNTED TRANSFORMER PER LANDLORD REQUIREMENTS.

LIGHTING RELAY ZONE SCHEDULE

ZONE	CIRCUIT NUMBER	SWITCH
1	PP1-13	a
2	PP1-13	b
3	PP1-13	c
4	PP1-13	d
5	PP1-15	e
6	PP1-15	f
7	PP1-17	g
8	PP1-17	h
9	PP1-57	j
10	SPARE	
11	SPARE	
12	SPARE	
13	SPARE	
14	SPARE	
15	SPARE	
16	SPARE	



PARTIAL COMMUNICATIONS RISER DIAGRAM

N.T.S.

NOTES:

1. ELECTRICAL CONTRACTOR SHALL MAKE ALL TERMINATIONS (UNLESS NOTED OTHERWISE) AND TEST ALL CABLES IN ACCORDANCE WITH EIA AND TIA STANDARDS, PROVIDE REPORT.
2. ALL CABLES SHALL BE CLEARLY LABELED AT BOTH ENDS WITH DESCRIPTION OF DEVICE. A 6' SERVICE LOOP SHOULD BE LEFT AT THE TELEPHONE BACKBOARD END AND DESTINATION END.
3. PROVIDE CATV JACK AND COVER PLATE. TERMINATE (1) RG6 CABLE ON "F" CONNECTOR, SEE FLOOR PLANS FOR EXACT QUANTITY AND LOCATIONS. RG6 CABLE SHALL EXTEND FROM EACH DEVICE LOCATION TO TELEPHONE BACKBOARD (APPROXIMATELY 50').
4. PROVIDE (2) RJ14 JACKS AND COVER PLATE. TERMINATE (2) CAT6 CABLES FROM EACH RJ45 JACK IN DEVICE TO TELEPHONE BACKBOARD, REFER TO DRAWINGS FOR QUANTITIES.

LIGHTING FIXTURE SCHEDULE

	FIXTURE TYPE	DESCRIPTION	MANUFACTURER AND CATALOG NUMBER	LIGHT SOURCE No.	LIGHT SOURCE WATTAGE	LIGHT SOURCE TYPE	VOLTAGE
*	KA	4" RECESSED ADJUSTABLE LED DOWNLIGHT	LITON LIGHTING # LHAULD4_LRA471-3275	1	9	LED	120
*	KB	4" RECESSED LED DOWNLIGHT	LITON LIGHTING # LH99 (HOUSING) LRM993BB (TRIM)	1	9	LED	120
	CL3	BRASS LED PENDANT, GLASS CRYSTAL LENS	RESTORATION HARDWARE # DAVENPORT PENDANT (BRASS)	1	4	LED	120
*	CL2	ADJUSTABLE, BRASS, FLUSH MOUNT PENDANT	RESTORATION HARDWARE # CHAMPEAUX ADJUSTABLE FLUSHMOUNT (BRASS)	1	40	GU10	120
**	KF	DECORATIVE LED TRACK LIGHTING	LITHONIA LIGHTING # LTKSPLT-LED-27K-ORB	3	8.6	LED	120
	KI	2'X4' RECESSED LED, PRISMATIC LENS	LITHONIA LIGHTING # 2TL4-40L-FM-A12-G21-LP840	1	32	LED	120
*	CL1	TWELVE-LIGHT, CLEAR GLASS CHANDELIER	RESTORATION HARDWARE # BISTRO GLOBE CLEAR (12-LIGHT)	12	40	E12	120
	EM	WALL MOUNTED EMERGENCY BATTERY UNIT WITH TWO (2) HEADS	EXITRONIX # NFT-W-G2	2	2.7	LED	120
	EB	WALL MOUNTED HIGH OUTPUT EMERGENCY BATTERY UNIT WITH TWO (2) HEADS	EXITRONIX # NFT-HO-W-G2	2	5.4	LED	120
		SINGLE FACE EDGELIT EXIT SIGN, REFER TO FLOOR PLANS FOR DIRECTIONAL ARROWS AND MOUNTING TYPES (WALL/CEILING)	EXITRONIX # S902-WB-SR-RC-BA	1	4	LED	120
		DOUBLE FACE EDGELIT EXIT SIGN, REFER TO FLOOR PLANS FOR DIRECTIONAL ARROWS AND MOUNTING TYPES (WALL/CEILING)	EXITRONIX # S903-WB-SR-RM-BA	1	4	LED	120

LIGHTING FIXTURE NOTES:

1. ALL RECESSED FIXTURE TRIMS TO BE PAINTED TO MATCH CEILING.
2. PROVIDE A COMPLETE AND OPERABLE SYSTEM INCLUDING ALL NECESSARY MOUNTING HARDWARE, POWER FEEDS, WIRING CONNECTIONS, DRIVERS, AND CONTROL INTERFACES.
3. PAINT ALL FLANGES INSTALLED IN DRYWALL TO MATCH ADJACENT CEILING FINISH. FLANGES SHALL BE REMOVED FROM CEILING PRIOR TO PAINTING, OR RAZOR CUT AFTER PAINTING TO ALLOW FOR REMOVAL OF THE TRIM FROM THE CEILING.

* ELECTRICAL CONTRACTOR SHALL PROVIDE DIMMABLE LED REPLACEMENT LAMPS, LED9E26P2030KTL, AS INDICATED ON THE LIGHTING FIXTURE SCHEDULE.

** ELECTRICAL CONTRACTOR SHALL PROVIDE ALL NECESSARY COMPONENTS FOR A COMPLETE AND OPERATIONAL TRACK SYSTEM.

PANEL 'HP1', 200 AMP, 277/480 VOLT, 3 PHASE, 4 WIRE AND GROUND

INTERRUPTING CAPACITY: 22,000 AMPS RMS SYM — MAIN: 200A M.C.B. — MOUNTING: SURFACE

LOAD DESCRIPTION	KVA LOAD A	KVA LOAD B	KVA LOAD C	CB/ PHASE	CIRC NO.	PH	CIRC NO.	CB/ PHASE	KVA LOAD A	KVA LOAD B	KVA LOAD C	LOAD DESCRIPTION
PANEL 'PP1' VIA TRANSFORMER T6	25.00			125	1	A	2	20	3.68			ROOF TOP UNIT RTU-1
		25.00			3	B	4			3.68		
			25.00		5	C	6				3.68	
ROOF TOP UNIT RTU-1	3.60			15	7	A	8	20	1.08			EXHAUST FAN KEF-1
		3.60			9	B	10			1.08		
			3.60		11	C	12				1.08	
MAKEUP AIR FAN MAU-1	1.19			20	13	A	14					SPACE AND HARDWARE
		1.19			15	B	16					SPACE AND HARDWARE
			1.19		17	C	18					SPACE AND HARDWARE
SPACE AND HARDWARE					19	A	20					SPACE AND HARDWARE
SPACE AND HARDWARE					21	B	22					SPACE AND HARDWARE
SPACE AND HARDWARE					23	C	24					SPACE AND HARDWARE
SPACE AND HARDWARE					25	A	26					SPACE AND HARDWARE
SPACE AND HARDWARE					27	B	28					SPACE AND HARDWARE
SPACE AND HARDWARE					29	C	30					SPACE AND HARDWARE
	29.79	29.79	29.79		SUBTOTALS				4.96	4.96	4.96	

PHASE A 34.75 KVA
PHASE B 34.75 KVA
PHASE C 34.75 KVA
TOTAL LOAD 104.25 KVA

OPTIONS:

PANEL 'PP1', 250 AMP, 120/208 VOLT, 3 PHASE, 4 WIRE AND GROUND

INTERRUPTING CAPACITY: 22,000 AMPS RMS SYM — MAIN: 250A M.C.B. — MOUNTING: SURFACE

	LOAD DESCRIPTION	KVA LOAD A	KVA LOAD B	KVA LOAD C	CB/ PHASE	CIRC NO.	PH	CIRC NO.	CB/ PHASE	KVA LOAD A	KVA LOAD B	KVA LOAD C		LOAD DESCRIPTION
	RECEPTACLE - CAFE	0.90			20	1	A	2	20	0.72				RECEPTACLE - TV
	RECEPTACLE - TOILET ROOM		0.36		20	3	B	4	90		8.41			
	RECEPTACLE - OFFICE			0.54	20	5	C	6				8.41	*	ITEM K-1 - FRESH DECK OVEN
	RECEPTACLE - KITCHEN	0.54			20	7	A	8		8.41				
	RECEPTACLE - KITCHEN		0.36		20	9	B	10	40		3.60			
	P.O.S.			0.36	20	11	C	12				3.60	*	ITEM K-2 - FRESH DECK OVEN
	LIGHTING - CAFE	0.49			20	13	A	14		3.60				
	LIGHTING - CAFE		1.11		20	15	B	16	25		2.08			ITEM K-3 - DOUGH CONDITIONER
	LIGHTING - KITCHEN			0.44	20	17	C	18				2.08		
	HAND DRYER	1.00			15	19	A	20	25	2.08				ITEM K-3 - DOUGH CONDITIONER
	HAND DRYER		1.00		15	21	B	22			2.08			
	EXHAUST FAN EF-1			0.18	20	23	C	24	15			1.04		ITEM K-4 - MULTI-SLICER
***	FIRE ALARM	0.10			20	25	A	26		1.04				
	WALK-IN COOLER		0.60		20	27	B	28	15		1.04			ITEM K-5 - MOULDER
	EVAPORATOR COIL			0.19	20	29	C	30				1.04		
	COMPRESSOR	0.75			20	31	A	32	15	1.20			**	ITEM K-8 - MIXER
			0.75			33	B	34	15		0.84		**	ITEM K-9 - STAND MIXER
	WALK-IN FREEZER			0.60	20	35	C	36	15			1.19	**	ITEM K-10 - UNDERCOUNTER REF
	EVAPORATOR COIL	0.19			20	37	A	38	15	1.19			**	ITEM K-10 - UNDERCOUNTER REF
	COMPRESSOR		0.75		20	39	B	40	15		1.03		**	ITEM K-12 - CAKE SHOWCASE
				0.75		41	C	42	15			1.03	**	ITEM K-12 - CAKE SHOWCASE
	ITEM K-20 - COFFEE BREWER	3.84			50	43	A	44	15	1.80			**	ITEM K-13 - SAND SHOWCASE
			3.84			45	B	46	15		1.80		**	ITEM K-14 - ICE MAKER
**	ITEM K-21 - BREWER GRINDER			0.68	15	47	C	48	15			0.79	**	ITEM K-15 - UNDERCOUNTER REF
**	ITEM K-22 - MICROWAVE	1.80			15	49	A	50	15	0.79			**	ITEM K-15 - UNDERCOUNTER REF
**	ITEM K-23 - FREEZER		1.26		15	51	B	52	15		0.72		**	ITEM K-16 - UNDERCOUNTER FRE
	WATER HEATER HWH-1			0.50	20	53	C	54	15			1.56	**	ITEM K-17 - BAR BLENDER
	CIRCULATION PUMP HWCP-1	1.18			20	55	A	56	15	1.56			**	ITEM K-17 - BAR BLENDER
	ILLUMINATED SIGNAGE		1.40		20	57	B	58	15		0.46		**	ITEM K-18 - ICE SHAVER
	RECEPTACLE - FLOOR			1.08	20	59	C	60	20			1.80	**	ITEM K-19 - COFFEE MACHINE
	SPARE					61	A	62						SPARE
	SPARE					63	B	64						SPARE
	SPARE					65	C	66						SPARE
	SPARE					67	A	68						SPARE
	SPACE AND HARDWARE					69	B	70						SPACE AND HARDWARE
	SPACE AND HARDWARE					71	C	72						SPACE AND HARDWARE
	SPACE AND HARDWARE					73	A	74						SPACE AND HARDWARE
	SPACE AND HARDWARE					75	B	76						SPACE AND HARDWARE
	SPACE AND HARDWARE					77	C	78						SPACE AND HARDWARE
	SPACE AND HARDWARE					79	A	80						SPACE AND HARDWARE
	SPACE AND HARDWARE					81	B	82						SPACE AND HARDWARE
	SPACE AND HARDWARE					83	C	84						SPACE AND HARDWARE
		10.79	11.43	5.32		SUBTOTALS				22.45	22.06	22.54		

			CONN KVA	CALC KVA	
PHASE A	33.24	KVA	LIGHTING	3.44	4.31	125%
PHASE B	33.49	KVA	RECEPTACLES	4.86	4.86	50%>10
PHASE C	27.66	KVA	EQUIPMENT	3.96	3.96	100%
			KITCHEN EQUIPMENT	82.33	53.51	65%
				94.59	66.64	

OPTIONS:

* ELECTRICAL CONTRACTOR SHALL PROVIDE IN-LINE SHUNT TRIP RELAY IN RELAY CABINET
** ELECTRICAL CONTRACTOR SHALL PROVIDE GROUND-FAULT TYPE CIRCUIT BREAKER
*** ELECTRICAL CONTRACTOR SHALL PROVIDE LOCK-ON TYPE CIRCUIT BREAKER

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HVAC • Electrical • Plumbing • Fire Protection

TRUE NORTH

ANALOGUE STUDIO

Tous Les Jours

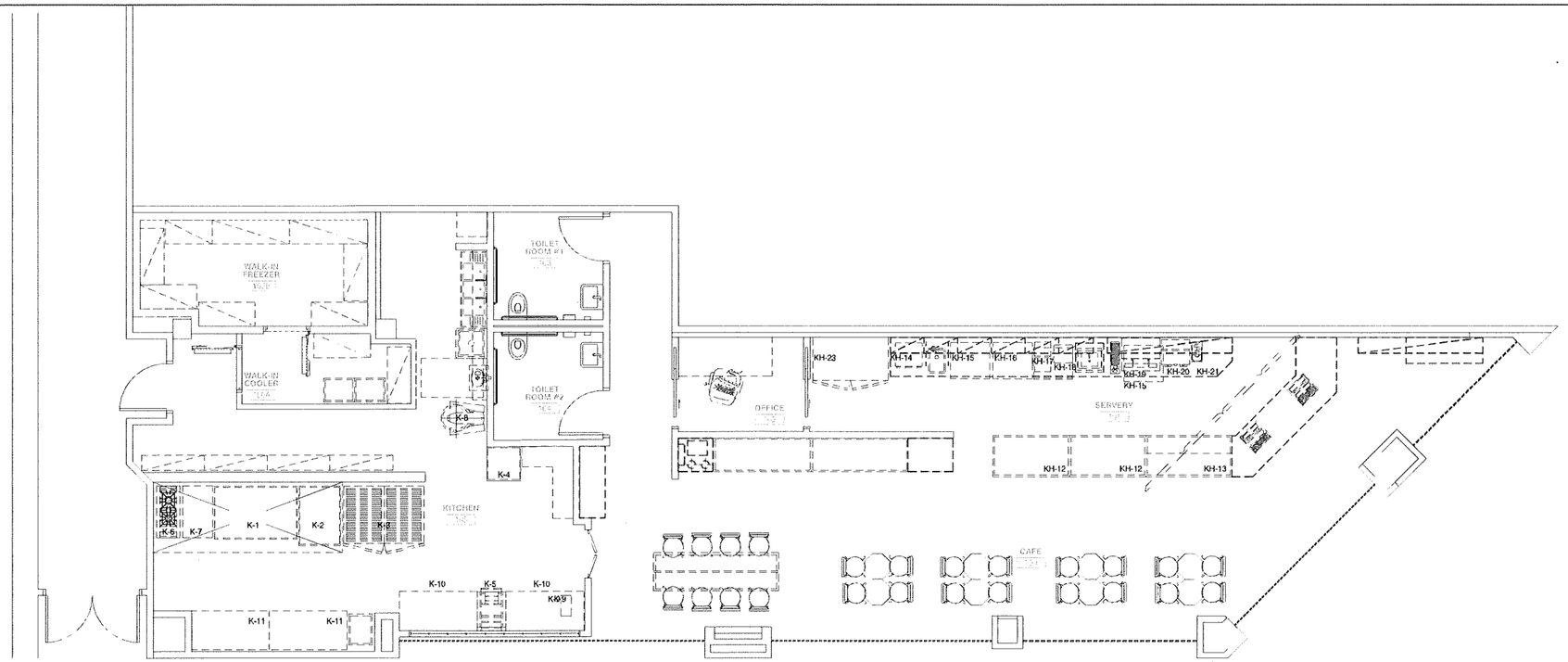
Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

ELECTRICAL
SCHEDULES AND RISER DIAGRAMS

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: KWV
CHECKED BY: DSK

E0.2



1 ELECTRICAL - First Floor Power Plan
SCALE: 1/4"=1'-0"

KITCHEN EQUIPMENT NOTES:

1. ELECTRICAL CONTRACTOR SHALL MAKE ALL ROUGH-INS AND MAKE ALL FINAL CONNECTIONS TO EQUIPMENT. E.C. SHALL FURNISH ALL TRIM, ACCESSORIES, DISCONNECTS, CONTACTORS, SWITCHES, RELAYS, ETC. AS REQUIRED.
2. ALL CONVENIENCE RECEPTACLES SHALL BE MOUNTED HORIZONTALLY, LOCATIONS SHALL BE FIELD VERIFIED PRIOR TO ROUGH-IN, AND ELECTRICAL MATERIALS SHALL BE PROVIDED AND SUPPLIED BY ELECTRICAL CONTRACTOR.
3. ALL WIRING AND CONDUIT SHALL BE CONCEALED.
4. ELECTRICAL CONTRACTOR SHALL INTERWIRE VENTILATOR VAPORPROOF LIGHTS, PROVIDE ALL INTERWIRING OF FIRE PROTECTION SYSTEM AND KITCHEN HOODS. PROVIDE SHUNT-TRIP TO TURN OFF ALL POWER TO ELECTRICAL COOKING EQUIPMENT IN THE EVENT OF A FIRE, PROVIDE FAN INTERLOCK AND SUPPLY LIGHT TUBES/BULBS TO VENTILATOR.
5. ELECTRICAL CONTRACTOR SHALL MAKE ALLOWANCES FOR ANY APPLIED FINISH ADHERED TO CONNECTIONS FROM ALL HOODS TO EXHAUST SYSTEMS.
6. ELECTRICAL CONTRACTOR SHALL VERIFY ALL REQUIREMENTS AND CONNECTIONS FOR OWNER AND VENDOR SUPPLIED EQUIPMENTS WITH OWNER.
7. ELECTRICAL CONTRACTOR SHALL ACCOMMODATE ALL PREVAILING LOCAL ELECTRICAL CODES, AS REQUIRED.
8. REFER TO KITCHEN EQUIPMENT ROUGH-IN DRAWINGS FOR EXACT MOUNTING LOCATIONS, HEIGHTS, ETC. OF DEVICES.
9. COORDINATE EXACT NEMA CONFIGURATION WITH KITCHEN EQUIPMENT SUPPLIER CONTRACTOR PRIOR TO FINAL INSTALLATION.
10. PROVIDE INDIVIDUAL DEVICE, CIRCUIT, ETC. FOR EACH ITEM LISTED IN QUANTITY COLUMN OF SCHEDULE.
11. ALL CONDUIT AND FLEXIBLE CONDUITS THAT ARE EXPOSED TO WATER, SPLASHING, OR WEATHER SHALL BE LIQUIDTIGHT.
12. CONTRACTOR SHALL PROVIDE DISCONNECT SWITCHES IN ACCORDANCE WITH ALL APPLICABLE LOCAL CODES. ALL DISCONNECT SWITCHES IN DISHWASHING AND COOKING AREAS SHALL BE NEMA TYPE 3R AND WALL MOUNTED TO AVOID THE SPLASHING OF WATER.
13. ALL KITCHEN OUTLETS INCLUDING EQUIPMENT SHALL BE GFCI PROTECTED IN ACCORDANCE WITH NEC 210.8(B)(2).
14. CONTRACTOR SHALL VERIFY ALL PURCHASED KITCHEN EQUIPMENT AND NOTIFY ARCHITECT/ENGINEER OF ANY CHANGES OR DISCREPANCIES.
15. ELECTRICAL CONTRACTOR SHALL VERIFY CONNECTION TYPE AND ALL ELECTRICAL REQUIREMENTS WITH OWNER PRIOR TO ROUGH IN.
16. EQUIPMENT SCHEDULES AND LOCATIONS SHOWN ON PLANS ARE SUBJECT TO BUILDING DEPT. AND LANDLORD APPROVAL.

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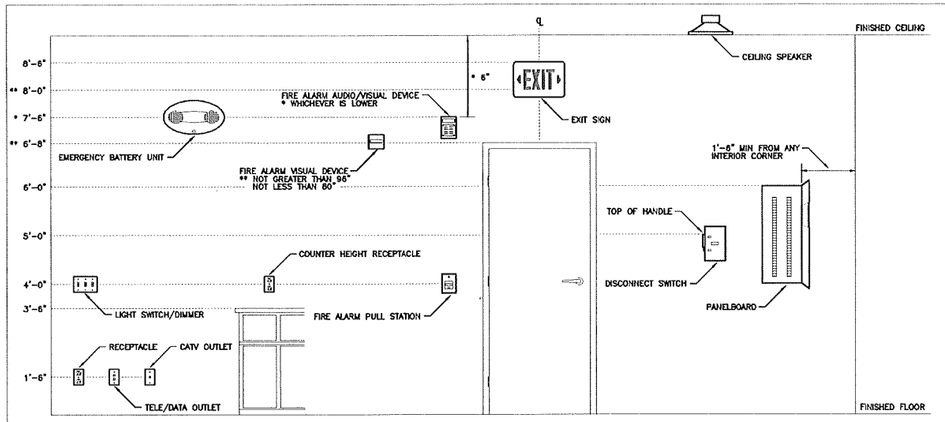
DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

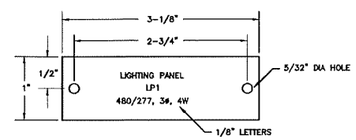
ELECTRICAL
KITCHEN PLAN

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: KWV
CHECKED BY: DSK

E0.3



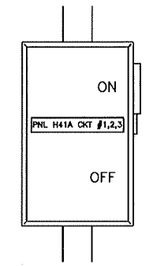
1 DEVICE MOUNTING HEIGHT DETAIL N.T.S.



NOTES:

1. NAMEPLATE TO BE CONSTRUCTED OF 1/16" THICK WHITE SURFACE WITH LETTER ENGRAVED INTO BLACK LAMINATIONS.
2. ALL NAMEPLATES SHALL BE SECURED BY MACHINE SCREWS.
3. NO NAMEPLATES SHALL BE PASTED ON.

2 TYPICAL NAMEPLATE DETAIL N.T.S.



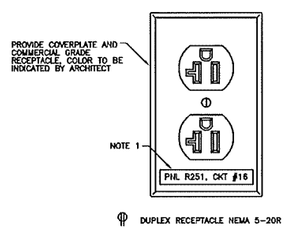
FUSED DISCONNECT SWITCH

NON-FUSED DISCONNECT SWITCH

NOTES:

1. AT A MINIMUM, ELECTRICAL CONTRACTOR SHALL PROVIDE TYPED LABELS WITH PTOUCH MACHINE TO INDICATE PANEL NAME AND CIRCUIT NUMBER. PROVIDE 'EMERGENCY' TYPED LABEL FOR CIRCUITS CONNECTED TO EMERGENCY PANELS. COORDINATE EXACT NAMING WITH PERSONNEL. IF FACILITY STANDARD IS ENGRAVED COVERPLATES, THE ELECTRICAL CONTRACTOR SHALL PROVIDE ENGRAVED COVERPLATES TO MATCH FACILITY REQUIREMENTS.

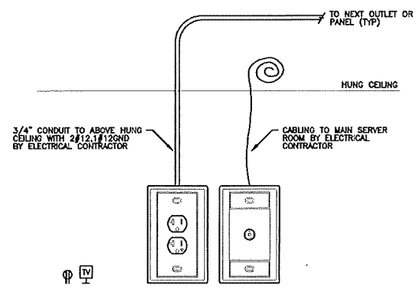
3 FUSED DISCONNECT LABELING DETAIL N.T.S.



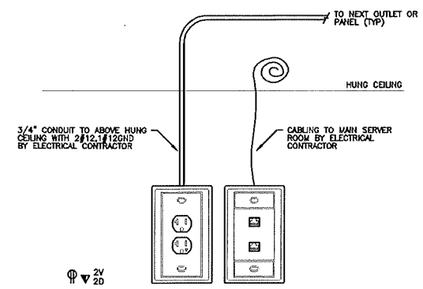
NOTES:

1. AT A MINIMUM, ELECTRICAL CONTRACTOR SHALL PROVIDE TYPED LABELS WITH PTOUCH MACHINE TO INDICATE PANEL NAME AND CIRCUIT NUMBER. COORDINATE EXACT NAMING WITH FACILITY'S PERSONNEL. IF FACILITY STANDARD IS ENGRAVED COVERPLATES, THE ELECTRICAL CONTRACTOR SHALL PROVIDE ENGRAVED COVERPLATES TO MATCH FACILITY REQUIREMENTS.

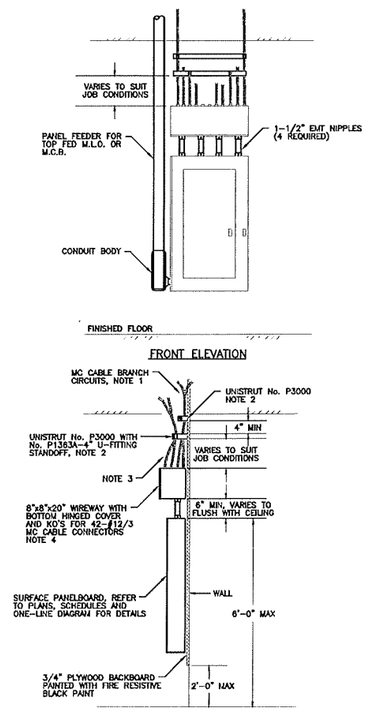
4 TYPICAL RECEPTACLE LABELING DETAIL N.T.S.



5 TYPICAL VIDEO STATION DETAIL N.T.S.



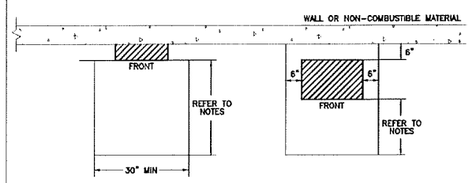
6 TYPICAL WORK STATION DETAIL N.T.S.



NOTES:

1. SUPPORT ALL CABLE RUNS FROM BUILDING STRUCTURE TO HIGH ABOVE CEILING. DO NOT ALLOW CABLES TO LAY-ON HUNG CEILINGS AT ANY POINT IN RUN.
2. PROVIDE UNISTRUT No. M5026 OR No. M5028 CABLE/CONDUIT CLAMPS FOR EACH BRANCH CIRCUIT. INSTALL ALL INSIDE CABLE RUNS ON INSIDE STRUT AND INSIDE WIREWAY KO'S BEFORE INSTALLING ANY RUNS ON OUTSIDE STRUT. SUPPLY AND INSTALL ONE SPARE CLAMP FOR EACH SPARE OR SPACE IN PANELBOARD.
3. INSTALL MARKER TAPE INDICATING CIRCUIT NUMBERS FOR EACH CABLE RUN.
4. CUT BACK CABLE ARMOR JACKET SUFFICIENT TO RUN CONDUCTORS THRU WIREWAY AND NIPPLES TO EACH CIRCUIT BREAKER. WITHOUT SPLICES.
5. CONDUCTORS RUN IN PANELBOARDS, NIPPLES AND WIREWAY SHALL BE GROUPED WITH 3 PHASES AND NEUTRALS IN EACH BUNDLED CONDITION TO AVOID INDUCTIVE HEATING IN METALLIC ENCLOSURES.

10 TYPICAL PANELBOARD/BRANCH CIRCUIT WIRING DETAIL N.T.S.



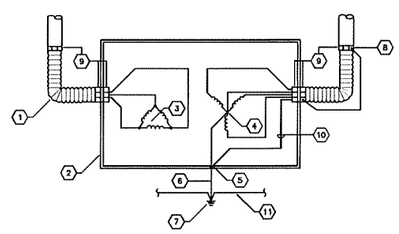
* MINIMUM WORKING CLEARANCE (IN THE DIRECTION OF ACCESS TO LIVE PARTS) AS REQUIRED BY NEC 110-16(a), CONDITION 2 :

- 3' FOR 0-150 VOLT TO GROUND ELECTRIC EQUIPMENT
- 3-1/2' FOR 150-600 VOLT TO GROUND ELECTRIC EQUIPMENT

THE MINIMUM HEADROOM OF WORKING SPACE SHALL BE 6-1/2'

PANELS INCLUDE: POWER PANELS, CONTACTORS, CONTROL CABINETS, DISCONNECT SWITCHES, CONTROL CABINETS, DISCONNECT SWITCHES, MOTOR STARTERS, TIME CLOCK AND SIMILAR ELECTRIC EQUIPMENT.

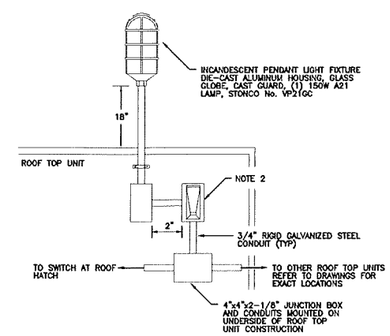
7 CLEARANCES FOR ELECTRIC EQUIPMENT DETAIL N.T.S.



NOTES:

1. PRIMARY FLEXIBLE METAL CONDUIT, 18" MAXIMUM
2. TRANSFORMER ENCLOSURE
3. PRIMARY WINDING
4. SECONDARY WINDING
5. BOND TO ENCLOSURE
6. GROUNDING ELECTRODE CONDUCTOR
7. LOCAL GROUNDING ELECTRODE TO NEAREST EFFECTIVELY GROUNDED, BUILDING STEEL OR METAL WATER PIPE
8. SECONDARY FLEXIBLE METAL CONDUIT 18" MAXIMUM WITH BONDING JUMPER
9. APPROVED GROUNDING BUSHING
10. INSULATED EQUIPMENT GROUND CONDUCTOR RUN WITH CIRCUIT CONDUCTORS (GREEN IN COLOR)
11. PROVIDE GROUND CONDUCTOR BETWEEN EACH TRANSFORMER'S BUILDING STEEL BONDING POINT TO EQUALIZE POTENTIAL BETWEEN ALL TRANSFORMER GROUND/ISOLATED GROUNDS

8 TRANSFORMER GROUNDING DETAIL N.T.S.



NOTES:

1. MOUNT FIXTURE AT STRUCTURAL SUPPORT OF ROOF TOP UNIT AND SEAL ALL PENETRATIONS THROUGH THE HOUSING.
2. DUPLEX VERTICAL SPRING-LOADED GASKETED SNAP-COVER, STONCO No. FC16, MOUNTED ON A SINGLE GANG BOX, No. FS224, WITH A 20AMP GFI DUPLEX RECEPTACLE, HUBBELL No. GF-5362, MOUNTED ON EXTERIOR OF ROOF TOP UNIT HOUSING. SEAL ALL PENETRATIONS THROUGH THE HOUSING.

9 ROOF TOP UNIT LIGHT AND RECEPTACLE DETAIL N.T.S.

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ELECTRICAL
DETAILS

SCALE: NTS
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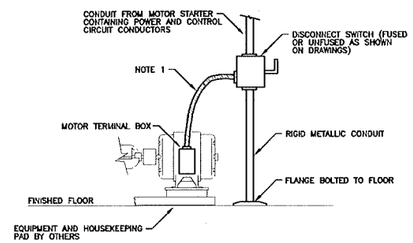
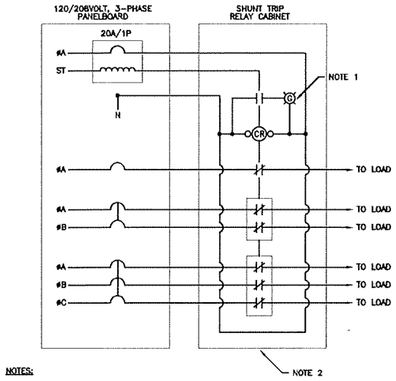


NOTES:

1. FLEXIBLE LIQUIDTIGHT CONDUIT CONNECTION CONTAINING POWER CIRCUIT CONDUCTORS (MAXIMUM LENGTH SHALL BE 36").

1 MOTOR DISCONNECT SWITCH MOUNTING DETAIL

N.T.S.

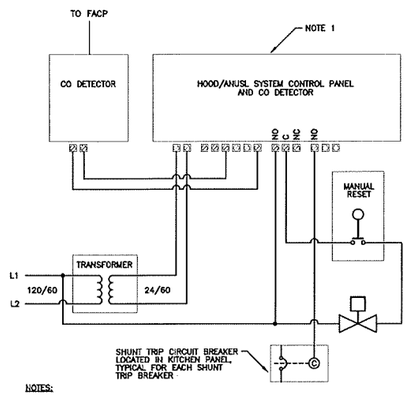


NOTES:

1. GREEN PILOT LIGHT.
2. NEMA 3A ENCLOSURE MOUNTED ADJACENT TO KITCHEN PANEL.

2 SHUNT TRIP RELAY CABINET WIRING DETAIL

N.T.S.

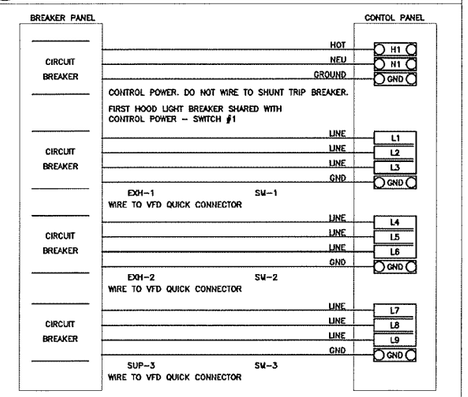


NOTES:

1. RELAY SWITCHES WHEN UNIT IS POWERED. RELAY RETURNS TO DE-ENERGIZED ON: POWER LOSS, SENSOR ALARM/FAILURE, OR CIRCUIT FAILURE.

3 KITCHEN HOOD CONTROL/CO DETECTOR WIRING DETAIL

N.T.S.

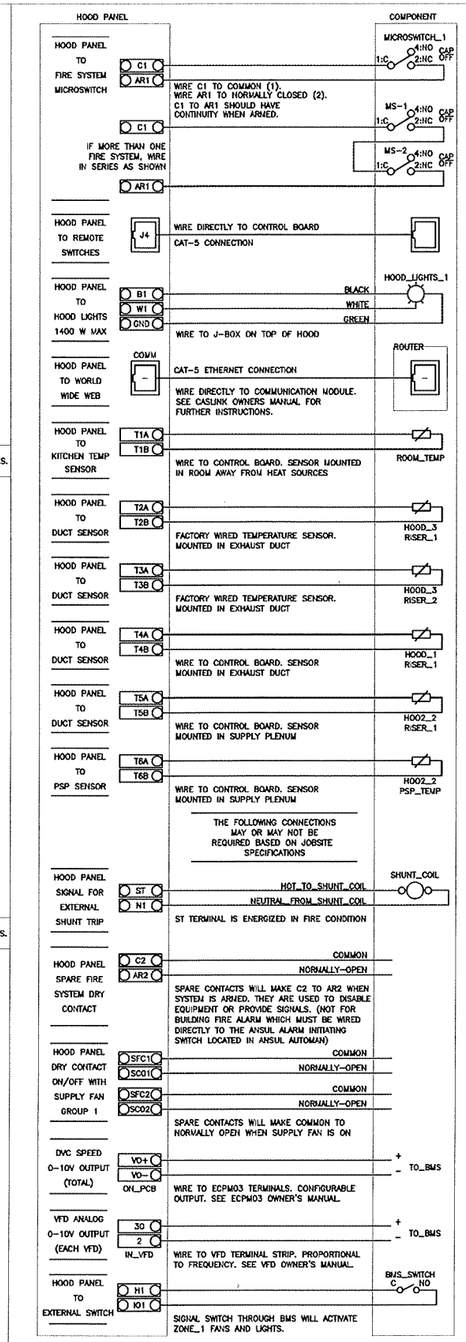


NOTES:

1. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL WIRING REQUIREMENTS WITH CAPTIVE AIRE PRIOR TO CONSTRUCTION.

4 PANELBOARD TO HOOD CONTROL WIRING DETAIL

N.T.S.

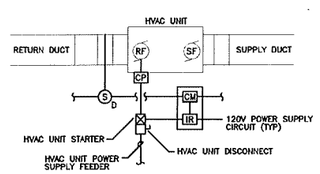


NOTES:

1. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL WIRING REQUIREMENTS WITH CAPTIVE AIRE PRIOR TO CONSTRUCTION.

7 HOOD CONTROL PANEL TO ACCESSORY ITEMS WIRING DETAIL

N.T.S.

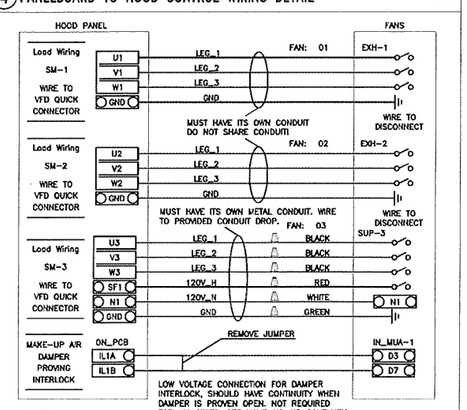


NOTES:

1. REFER TO MECHANICAL DRAWINGS FOR EXACT LOCATION OF ALL HVAC UNITS AND DUCTWORK. DUCT TYPE SMOKE DETECTORS SHALL BE LOCATED AS IN ACCORDANCE WITH NFPA 72 AND COORDINATED WITH MECHANICAL CONTRACTOR.
2. TO AUXILIARY CONTACTS IN RESPECTIVE AIR-HANDLING UNIT STARTER FOR UNIT SHUTDOWN ON ALARM. DUCT SMOKE DETECTOR SHALL BE PROVIDED AND WIRED BY ELECTRICAL CONTRACTOR, INSTALLED BY MECHANICAL CONTRACTOR. DUCT SMOKE DETECTORS SHALL BE INSTALLED AS IN ACCORDANCE WITH INTERNATIONAL MECHANICAL CODE:
   - SMOKE DETECTORS SHALL BE INSTALLED IN RETURN AIR SYSTEMS WITH A DESIGN CAPACITY GREATER THAN 2,000 CFM, IN THE RETURN AIR DUCT OR PLENUM UPSTREAM OF ANY FILTERS, EXHAUST AIR CONNECTIONS, OUTDOOR AIR CONNECTIONS, OR DECONTAMINATION EQUIPMENT AND APPLIANCES.
   - SMOKE DETECTORS SHALL BE INSTALLED IN THE SUPPLY AIR SYSTEM FOR ALL MAKE-UP AIR UNITS WITH A DESIGN CAPACITY GREATER THAN 2,000 CFM.

5 TYPICAL DUCT SMOKE DETECTOR MOUNTING DETAIL

N.T.S.



NOTES:

1. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL WIRING REQUIREMENTS WITH CAPTIVE AIRE PRIOR TO CONSTRUCTION.

6 HOOD CONTROL TO FANS WIRING DETAIL

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ELECTRICAL
DETAILS

SCALE: NTS
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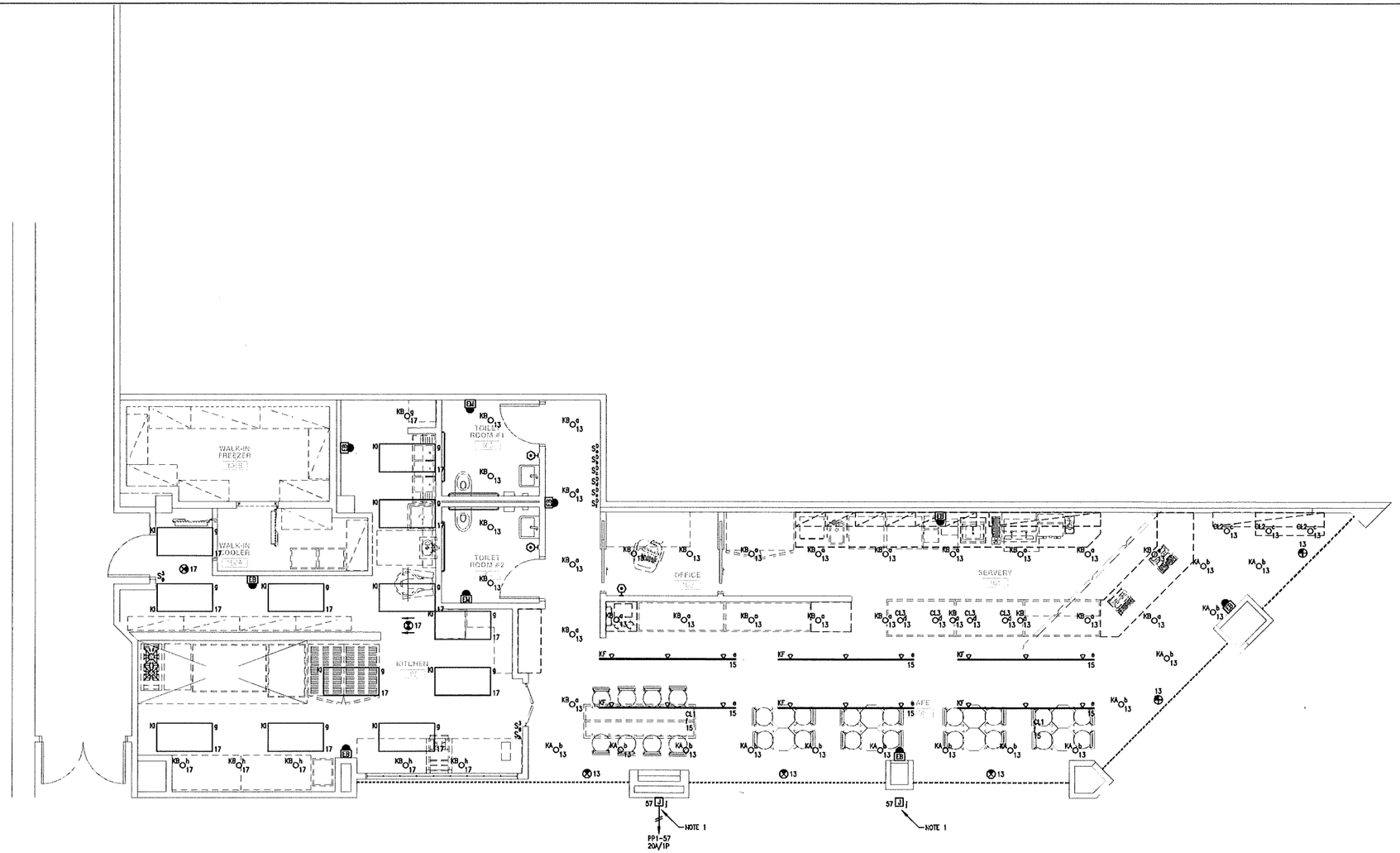

1 ELECTRICAL - First Floor Lighting Plan

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

NOTES:

1. ELECTRICAL CONTRACTOR SHALL PROVIDE POWER FOR ILLUMINATED SIGNAGE (SIGNAGE BY OWNER, INSTALLATION BY SIGN VENDOR). COORDINATE EXACT LOCATION WITH ADAM SVEZIPOZAK.
2. EXIT AND EMERGENCY LIGHT FIXTURE TYPES AND LOCATIONS ARE SUBJECT TO BUILDING DEPT. AND LANDLORD APPROVAL.

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ELECTRICAL
LIGHTING PLAN

SCALE: NTS
DATE: 04/01/2019
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CHECKED BY: DSK

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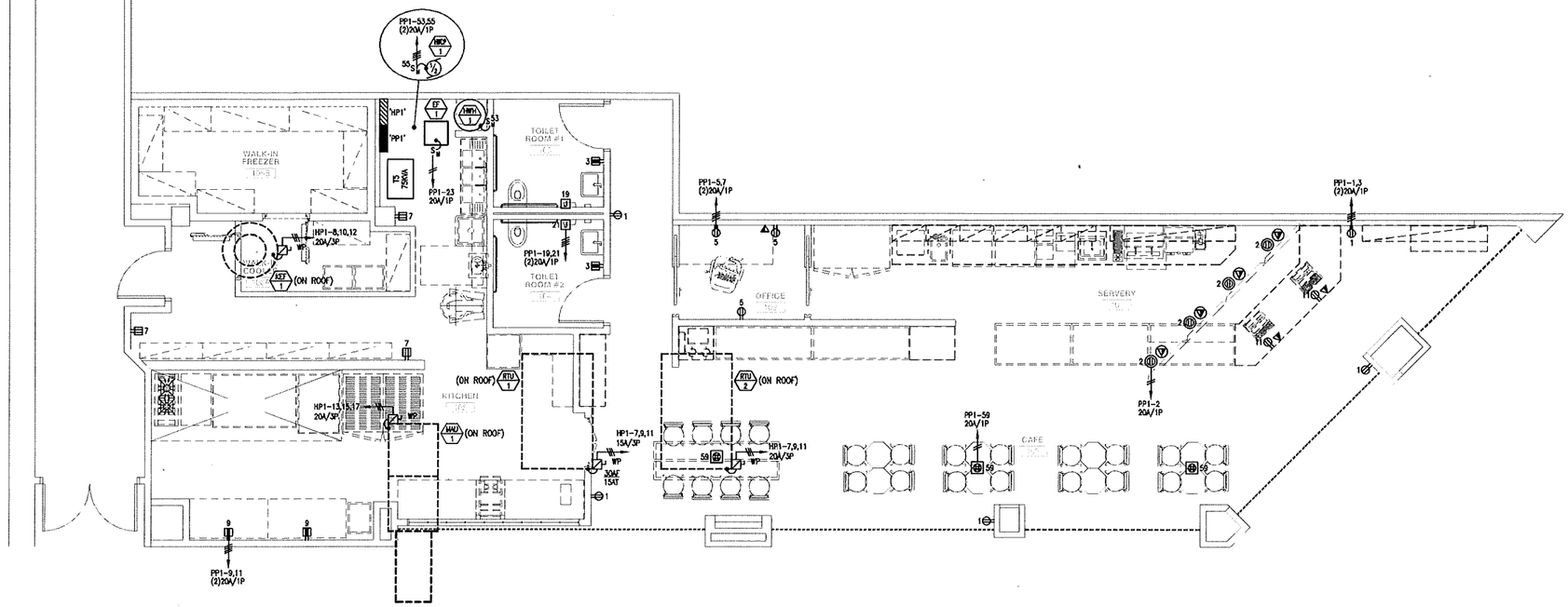

1 ELECTRICAL - First Floor Power Plan
SCALE: 1/4"=1'-0"

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ELECTRICAL
POWER PLAN

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: KWV
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E2.0

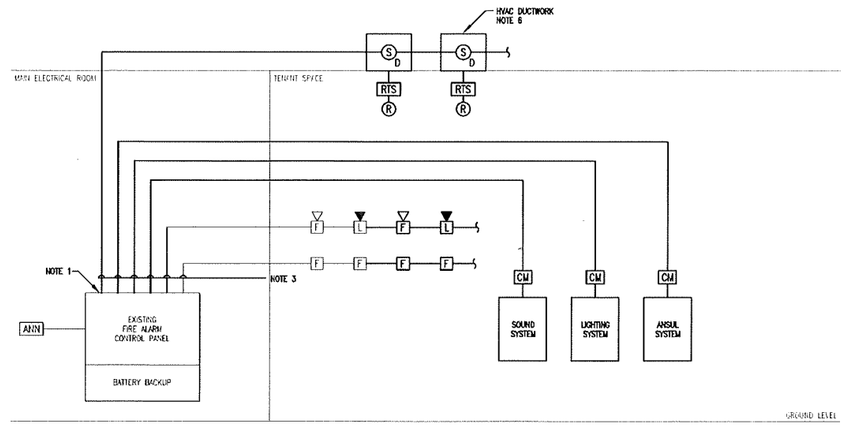
FIRE ALARM NOTES

1. THE FIRE ALARM SYSTEM IS EXISTING, MANUFACTURED BY FIRE-LITE. THE FIRE ALARM CONTROL PANEL IS AN ADDRESSABLE PANEL, LOCATED THE MAIN ELECTRICAL ROOM ON THE FIRST FLOOR.
2. ALL FIRE ALARM VISUAL DEVICES SHALL BE SYNCHRONIZED.
3. ALL WIRING METHODS SHALL BE AS APPROVED BY THE WIRING INSPECTOR AND THE BOSTON FIRE DEPARTMENT.
4. ALL SYSTEM COMPONENTS NEW AND EXISTING SHALL BE UL LISTED, AND COMPATIBLE WITH EXISTING PANEL.
5. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, NFPA 72 SERIES PAMPHLETS, AND ALL STATE AND LOCAL CODES.
6. CONTRACTOR SHALL PROVIDE GENERAL INFORMATION, BUILDING INFORMATION, APPROVED SHOP DRAWINGS, ONE-LINE DIAGRAMS, ADDRESS LIST, BATTERY CALCULATIONS, VOLTAGE DROP CALCULATIONS AS PER THE BOSTON FIRE DEPARTMENT FIRE ALARM SUBMITTAL CHECKLIST.
7. THE ELECTRICAL CONTRACTOR MUST OBTAIN AN ELECTRICAL PERMIT FROM THE LYNNFIELD BUILDING DEPARTMENT AND A PERMIT FROM THE LYNNFIELD FIRE DEPARTMENT PRIOR TO COMMENCEMENT OF EQUIPMENT INSTALLATION. A FLOOR PLAN SHOWING ALL ALARM DEVICES, PANELS AND ONE-LINE WIRING DIAGRAM WILL BE REQUIRED TO BE SUBMITTED BEFORE THE FIRE DEPARTMENT ISSUES A PERMIT.
8. INSTALLATION OF EQUIPMENT SHALL BE IN ACCORDANCE WITH CURRENT STANDARDS AND SPECIFICATIONS APPROVED BY THE AUTHORITY HAVING JURISDICTION.
9. ALL FIRE ALARM EQUIPMENT, INSTALLATION AND OPERATION SHALL BE IN CONFORMANCE WITH THE LYNNFIELD FIRE DEPARTMENT INSTALLATION REQUIREMENTS AND SYSTEM INSTALLATION GUIDELINES.
10. ALL EQUIPMENT SHOWN ON DRAWINGS IS DIAGRAMMATIC.
11. THE FIRE ALARM SYSTEM SHOP DRAWINGS SHALL BE REVIEWED AND APPROVED BY BOTH THE ENGINEER AND THE BOSTON FIRE DEPARTMENT. THE SHOP DRAWINGS MUST BE SIGNED OFF BY THE FIRE DEPARTMENT AND ENGINEER PRIOR TO ORDERING AND INSTALLATION OF EQUIPMENT.
12. ALL JOINTS AND CONNECTIONS SHALL BE IN JUNCTION BOXES. ALL CONNECTIONS NOT ON APPROVED TERMINAL STRIPS SHALL BE SOLDERED AND TAPED. ALL JUNCTION BOXES SHALL BE PAINTED RED.
13. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THAT ALL CONNECTING WIRING MAINTAIN ELECTRICAL INTEGRITY, WITH NO OPEN CIRCUITS, GROUNDS, LEAKAGE OR OTHER FAULTS. IF FAULTS DEVELOP AFTER INSTALLATION, CORRECTION MUST BE MADE BY THE CONTRACTOR FOR A PERIOD OF ONE YEAR AFTER THE DATE OF FINAL COMPLETION.
14. ALL EQUIPMENT SHALL BE MADE AVAILABLE FOR TEST AND INSPECTION WHEN REQUIRED BY THE FIRE DEPARTMENT.
15. ALL EQUIPMENT USED SHALL BE OF A TYPE APPROVED BY THE FIRE CHIEF THROUGH THE ALARM SUPERINTENDENT AND THE FIRE PREVENTION OFFICER.
16. ALL SYSTEMS SHALL BE DC, SUPERVISED, BATTERY STANDBY FIRE ALARM SYSTEM. A SEPARATE AC CIRCUIT MUST BE PROVIDED FOR THE FIRE ALARM SYSTEM. STANDBY BATTERIES AND THE CHARGING SYSTEM SHALL BE SUPERVISED.
17. THE BATTERIES USED WITH THE FIRE ALARM CONTROL PANEL SHALL BE CAPABLE OF OPERATING THE PANEL FOR TWENTY-FOUR (24) HOURS WITH A FIVE (5) MINUTE ROAD-DOWN AT THE END OF THE TWENTY-FOUR (24) HOUR PERIOD. THE CALCULATION USED TO DETERMINE BATTERY CAPACITY SHALL BE PRESENTED TO THE FIRE DEPARTMENT AT THE TIME OF INSPECTION. PROVIDE BATTERY CALCULATIONS WITH SHOP DRAWINGS.
18. UPON ACTIVATION OF ANY FIRE ALARM DEVICE, THE CONTROL PANEL SHALL SOUND THE EVACUATION SIGNALS, FLASH THE EVACUATION LIGHTS, INDICATE THE ZONE OF ACTIVATION AT THE PANEL AND TRIP THE RADIO MASTER BOX.
19. THE VISUAL INDICATORS OF THE EVACUATION SIGNALS MUST STAY ILLUMINATED UNTIL THE SYSTEM IS RESET.
20. VERIFY ANY DEMOLITION WORK, AND ANY NEW WORK, REQUIRED BY THE LANDLORD THAT IS NOT SHOWN ON PLANS WITH ADAM SKRZYPCZAK, LANDLORD'S OPERATION MANAGER, PRIOR TO BID.
21. VERIFY ANY WORK REQUIRED TO PROTECT LANDLORD AND TENANT FIRE ALARM/LIFE SAFETY SYSTEM WIRING AND DEVICES, SPRINKLER PIPING, DUCTWORK, PLUMBING, COMMUNICATION SYSTEM WIRING, ETC. DURING DEMOLITION AND NEW CONSTRUCTION WITH ADAM SKRZYPCZAK AND THE TENANT'S ARCHITECT PRIOR TO BID/START OF WORK.
22. VERIFY FIRE ALARM/LIFE SAFETY SYSTEM REQUIREMENTS WITH THE TENANT'S ARCHITECT AND ADAM SKRZYPCZAK PRIOR TO BID – ALL EXISTING ANALOG SYSTEMS MUST BE UPGRADED TO DIGITAL. MUST USE LANDLORD'S FIRE ALARM CONTRACTOR: UNIVERSAL AUTOMATION & MECHANICAL SERVICES
    BRIAN SULLIVAN
    PH: 508-660-6000

    REUSE OF ANY EXISTING DEVICES, WIRING ETC. IS SUBJECT TO APPROVAL BY THE FIRE DEPT. AND UNIVERSAL AUTOMATION & MECHANICAL SERVICES. VERIFY IF ANY SERVICE/MAINTENANCE WORK IS REQUIRED PRIOR TO BID. ALL FIRE ALARM SYSTEM WIRING SHALL BE INSTALLED IN "RED" EMT CONDUIT AND LABELED "FIRE ALARM"
23. PROVIDE REMOTE STATION FOR DUCT SMOKE DETECTOR AT LOCATION DESIGNATED BY THE FIRE DEPT. VERIFY TEST STATION TYPE AND LOCATION WITH THE FIRE DEPT.
24. VERIFY IF REQUIRED TO MUTE TENANT'S MUSIC/STEREO SYSTEM WHEN FIRE ALARM SYSTEM IS ACTIVATED WITH LANDLORD'S FIRE ALARM SYSTEM CONTRACTOR AND THE TENANT'S ARCHITECT PRIOR TO BID.
25. ALL MATERIALS AND WORK IN A CEILING RETURN AIR PLENUM SHALL BE "PLENUM RATED/APPROVED" AS PER BUILDING DEPT. REQUIREMENTS. VERIFY REQUIREMENTS WITH THE TENANT'S ARCHITECT AND THE BUILDING DEPT. PRIOR TO BID/START OF WORK.
26. THE LANDLORD'S OPERATIONS MANAGER SHALL HAVE THE AUTHORITY TO MAKE ON-SITE DECISIONS AND FIELD CHANGES IN ACCORDANCE WITH THE LANDLORD'S TENANT DESIGN CRITERIA, AND ANY SPECIFIC MALL OPERATION NEEDS/REQUIREMENTS NOT NOTED ON PLANS.

FIRE ALARM SYSTEM

F◁15	AUDIBLE/VISUAL DEVICE, TOP OF DEVICE MOUNTED NOT LESS THAN 90" AFF AND NOT LESS THAN 6" BELOW FINISHED CEILING
L◀15	VISUAL DEVICE, ENTIRE LENS MOUNTED NOT LESS THAN 80" AFF AND NOT MORE THAN 96" AFF
F	MANUAL PULL STATION, MOUNTING HEIGHT 48" TO CENTERLINE AFF
H	HEAT DETECTOR, 135° RATE-OF-RISE TYPE
CM	FIRE ALARM MODULE CONTROL MODULE
MM	FIRE ALARM MONITOR MODULE
ANN	FIRE ALARM ANNUNCIATOR PANEL
FATC	FIRE ALARM TERMINAL CABINET
FACP	FIRE ALARM CONTROL PANEL
FD	C/O DETECTION SYSTEM PROVIDED AND INSTALLED BY PLUMBING CONTRACTOR, WIRED BY ELECTRICAL CONTRACTOR. E.C. SHALL COORDINATE EXACT REQUIREMENTS WITH PLUMBING CONTRACTOR AND SYSTEM MANUFACTURER PRIOR TO INSTALLATION



PARTIAL FIRE ALARM RISER DIAGRAM

N.T.S.

NOTES:

1. EXISTING FIRE ALARM CONTROL PANEL IS BY NOTIFIER, LOCATED IN MAIN ELECTRICAL ROOM. THE FIRE ALARM CONTROL PANEL AND ALL DEVICES SHALL BE BY ONE MANUFACTURER. THE ENTIRE SYSTEM SHALL BE GUARANTEED BY (1) SYSTEM MANUFACTURER. ELECTRICAL CONTRACTOR TO CONFIRM PRIOR TO SUBMITTING BID, VISIT SITE TO INSPECT EXISTING CONDITIONS.
2. ALL EQUIPMENT AND DEVICES SHALL BE UL LISTED, MEET THE REQUIREMENTS OF ADA AND COMPATIBLE WITH EXISTING. FOR QUANTITY AND LOCATION OF DEVICES REFER TO FLOOR PLANS.
3. CONDUCTORS SHALL BE AS REQUIRED BY MANUFACTURER. WIRE SHALL BE A MINIMUM #14AWG INSTALLED IN CONDUIT. THE FIRE ALARM CONTROL PANEL IS AN ADDRESSABLE PANEL. WIRING TYPE SHALL BE CLASS A IN CONDUIT.
4. ALL JUNCTION BOXES SHALL BE PAINTED RED. ALL CONCEALED CONDUIT SHALL BE STRIPPED RED ON 2'-0" CENTERS.
5. RISER DIAGRAM DOES NOT SHOW ENTIRE SYSTEM. REFER TO FLOOR PLANS FOR EXACT QUANTITIES AND LOCATIONS OF ALL SYSTEM DEVICES.
6. TO AUXILIARY CONTACTS IN RESPECTIVE AIR-HANDLING UNIT STARTER FOR UNIT SHUTDOWN ON ALARM. DUCT SMOKE DETECTOR SHALL BE PROVIDED AND WIRED BY ELECTRICAL CONTRACTOR, INSTALLED BY MECHANICAL CONTRACTOR. DUCT SMOKE DETECTORS SHALL BE INSTALLED AS IN ACCORDANCE WITH INTERNATIONAL MECHANICAL CODE:
   - SMOKE DETECTORS SHALL BE INSTALLED IN RETURN AIR SYSTEMS WITH A DESIGN CAPACITY GREATER THAN 2,000 CFM, IN THE RETURN AIR DUCT OR PLENUM UPSTREAM OF ANY FILTERS, EXHAUST AIR CONNECTIONS, OUTDOOR AIR CONNECTIONS, OR DECONTAMINATION EQUIPMENT AND APPLIANCES.
   - SMOKE DETECTORS SHALL BE INSTALLED IN THE SUPPLY AIR SYSTEM FOR ALL MAKE-UP AIR UNITS WITH A DESIGN CAPACITY GREATER THAN 2,000 CFM.
7. MUSIC CONTROL SYSTEM BE CONNECTED TO FIRE ALARM SYSTEM SO THAT, WHEN IN ALARM STATUS, FIRE ALARM SYSTEM OVERRIDES AND MUTES MUSIC SYSTEM ENTIRELY.
8. DIMMING SYSTEM SHALL BE CONNECTED TO FIRE ALARM SYSTEM SO THAT, WHEN IN ALARM STATUS, FIRE ALARM SYSTEM OVERRIDES DIMMING SYSTEM AND LIGHTS ARE BROUGHT UP TO 100%.
9. SHOP DRAWINGS INCLUDING A COMPLETE RISER AND BATTERY CALCULATIONS ARE REQUIRED. SUBMIT A DUPLICATE COPY TO THE FIRE DEPARTMENT.
10. THE FIRE ALARM SYSTEM, ALL COMPONENTS AND WIRING METHODS SHALL CONFORM TO NFPA, ADA AND NATICK FIRE DEPARTMENT REQUIREMENTS.
11. ABSOLUTELY NO WORK SHALL BE STARTED OR EQUIPMENT PURCHASED UNTIL A PERMIT HAS BEEN ISSUED BY THE FIRE DEPARTMENT.
12. THE ELECTRICAL CONTRACTOR SHALL PROVIDE MANUFACTURERS TESTING, TRAINING AND REPROGRAMMING.
13. ELECTRICAL CONTRACTOR SHALL CARRY ALL COSTS TO REPROGRAM EXISTING FIRE ALARM CONTROL PANEL AS REQUIRED.
14. ELECTRICAL CONTRACTOR SHALL COORDINATE SHUTDOWNS OF LANDLORD FIRE ALARM SYSTEM WITH BUILDING MANAGER AND CARRY ASSOCIATED COST.

FIRE ALARM SYSTEM OPERATION SCHEDULE

	SYSTEM OUTPUTS	A: ACTIVATE COMMON ALARM SIGNAL INDICATOR	B: ACTIVATE AUDIBLE ALARM SIGNAL	C: ACTIVATE COMMON SUPERVISORY SIGNAL INDICATOR	D: ACTIVATE AUDIBLE SUPERVISORY SIGNAL	E: ACTIVATE COMMON TROUBLE SIGNAL INDICATOR	F: ACTIVATE AUDIBLE COMMON TROUBLE SIGNAL	G: ACTIVATE ALARM INDICATOR ON CORRESPONDING FLOOR	H: ACTIVATE SUPERVISORY SYSTEM	I: ACTIVATE EVACUATION SIGNALS ON ALL FLOORS	J: ACTIVATE HOOD FIRE SUPPRESSION SYSTEM	K: DISPLAY/PRINT CHANGE OF STATUS	L: TRANSMIT FIRE ALARM SIGNAL TO SUPERVISING STATION	M: TRANSMIT SUPERVISORY SIGNAL TO SUPERVISORY STATION	N: TRANSMIT TROUBLE SIGNAL TO SUPERVISORY STATION	O: RELEASE MAGNETICALLY HELD SMOKE DOORS	P: RECALL PEDESTRIAN ELEV. TO PRIMARY LEVEL FLOOR	Q: CLOSE SMOKE/FIRE DAMPERS IN AHU SERVICING ALL ASSOCIATED AREA TO RELATED UNIT
	SYSTEM INPUTS																		
1	MANUAL FIRE ALARM BOXES	•	•					•		•	•	•			•				
2	SMOKE DETECTORS	•	•					•		•	•	•			•				
3	DUCT SMOKE DETECTORS	•	•					•			•	•	•		•		•	•	
4	HEAT DETECTORS	•	•					•		•	•	•			•				
5	KITCHEN EXHAUST HOOD	•	•					•	•	•	•		•		•			•	
6	WATERFLOW	•	•					•		•	•	•			•				
7	SPRINKLER CONTROL VALVE			•	•					•	•		•		•				
8	FIRE ALARM AC POWER FAILURE					•	•				•			•					
9	FIRE ALARM SYSTEM LOW BATTERY					•	•				•			•					
10	OPEN CIRCUIT					•	•				•			•					
11	GROUND FAULT					•	•				•			•					
12	NOTIFICATION APPLIANCE SHORT CIRCUIT					•	•				•			•					
13	SUPERVISORY										•		•						
14	TROUBLE					•	•				•			•					

NOTES:

1. ALL EVENTS SHALL BE RECORDED AT THE FIRE ALARM CONTROL PANEL AND SHALL INDICATE TIME AND DATE OF OCCURRENCE AND LIST DEVICE INITIATED.
2. TROUBLE AND SUPERVISORY SIGNALS SHALL BE MONITORED IN ACCORDANCE WITH 780 CMR 903.4.1.

LANDLORD REQUIRED CONTRACTORS

(VERIFY WITH ADAM SKRZYPCZAK)

ELECTRICAL SERVICE & FIRE ALARM: BRIAN SULLIVAN
UNIVERSAL AUTOMATION & MECH. SERVICES
841 WORCESTER RD. #512
NATICK, MA 01760
PH: 508-660-6000
CELL: 508-837-0571
EMAIL: BRIAN.SULLIVAN@UAMSERVICE.COM

ROOFING: DON BREDNER
TECTA AMERICAN ROOFING
PH: 978-436-9990

ALL WORK AND MATERIAL SHALL BE IN ACCORDANCE WITH THE LANDLORD'S
NATICK MALL
TENANT CRITERIA MANUAL
ALL CONTRACTORS SHALL OBTAIN A COPY FROM THE LANDLORD'S TENANT COORDINATOR OR MALL OPERATIONS MANAGER AND BECOME FAMILIAR WITH THE REQUIREMENTS CONTAINED WITHIN PRIOR TO BIDDING THE JOB. WHERE LANDLORD'S REQUIREMENTS CONFLICT WITH CODES OR ORDINANCES, THE STRICTEST INTERPRETATION SHALL APPLY.

BLW
BLW Engineers, Inc.
311 Great Road, Post Office Box 1551
Littleton, Massachusetts 01460
t: 978.486.4301 f: 978.428.0067
www.blwengineers.com
BLW # 19037
HVAC • Electrical • Plumbing • Fire Protection

TRUE NORTH

COMMONWEALTH OF MASSACHUSETTS
MARK S. KONTOGIANNIS
ELECTRICAL
No. 35557
REGISTERED PROFESSIONAL ENGINEER

ANALOGUE STUDIO

Tous Les Jours

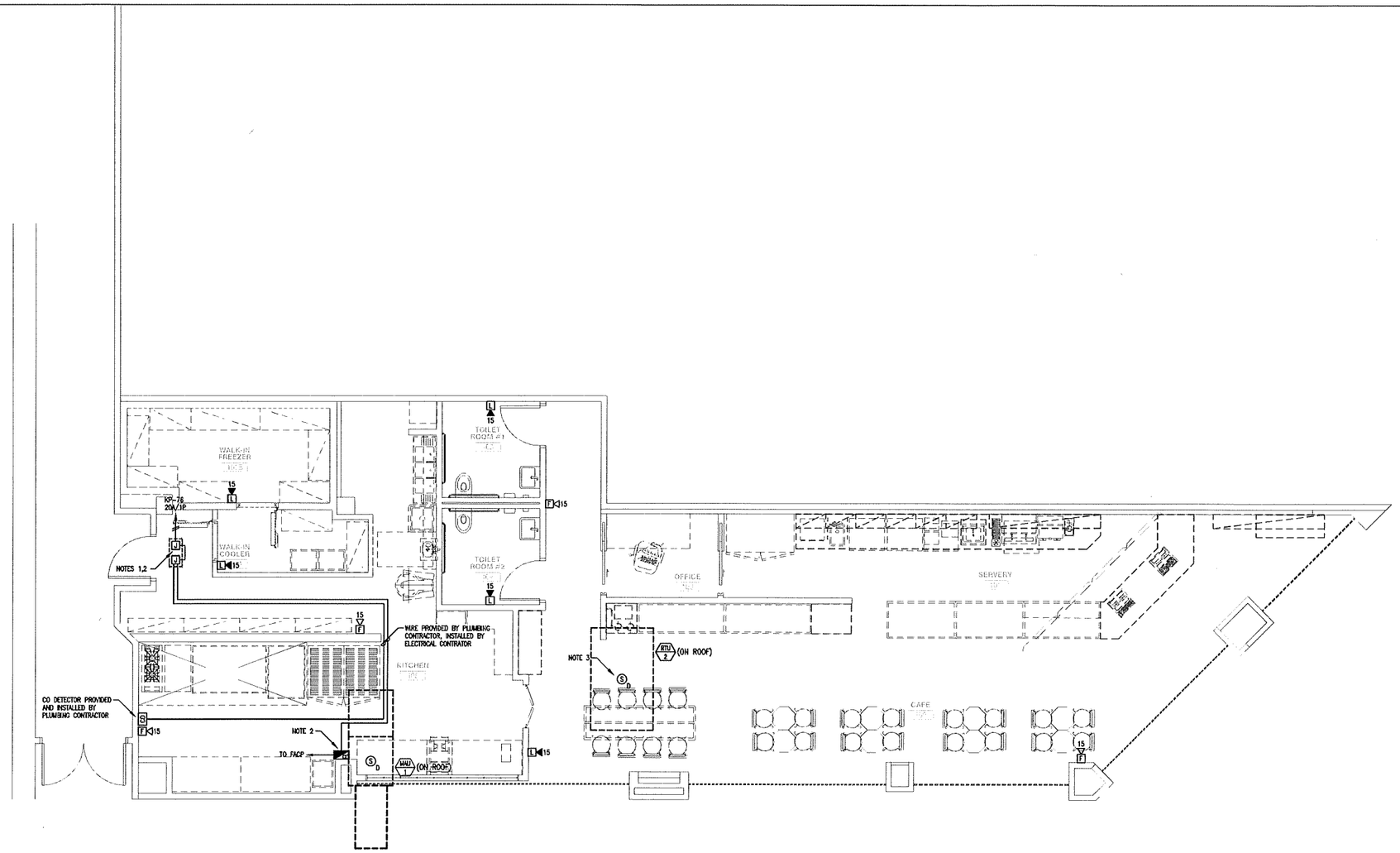
Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

FIRE ALARM
RISER DIAGRAMS

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: KWV
CHECKED BY: DSK

FA0.1



1 FIRE ALARM - First Floor Plan
SCALE: 1/4"=1'-0"

NOTES:

1. 120VOLT SOLENOID GAS SHUT-OFF VALVES WIRED TO EXHAUST HOOD FIRE SUPPRESSION CONTROL PANEL, PROVIDED AND INSTALLED BY OTHERS, WIRED BY ELECTRICAL CONTRACTOR.

2. C/O DETECTION SYSTEM PROVIDED AND INSTALLED BY PLUMBING CONTRACTOR, WIRED BY ELECTRICAL CONTRACTOR. E.C. SHALL COORDINATE EXACT REQUIREMENTS WITH PLUMBING CONTRACTOR AND SYSTEM MANUFACTURER PRIOR TO INSTALLATION, REFER TO DETAIL No. 4 ON DRAWING E0.5 FOR WIRING DETAILS.

3. DUCT MOUNTED SMOKE DETECTORS SHALL BE PROVIDED BY E.C., INSTALLED BY M.C., WIRED BY E.C. ALL DUCT MOUNTED SMOKE DETECTORS SHALL HAVE REMOTE TEST STATION AND LED ON THE FLOOR BELOW, GROUP BY AREA AND INSTALL IN A CORRIDOR OR OTHER COMMON AREA. ALL TEST STATIONS SHALL BE PERMANENTLY LABELED WITH UNIT SERVED. "RTU-2 DUCT MOUNTED SMOKE DETECTOR". LABEL SHALL BE RED PLASTIC WITH 1/8" TALL (WHITE) LETTERS. ELECTRICAL CONTRACTOR SHALL COORDINATE EXACT LOCATION OF REMOTE TEST STATION WITH LOCAL FIRE DEPARTMENT PRIOR TO INSTALLATION.

BLW
BLW Engineers, Inc.
311 Great Road, Post Office Box 1551
Littleton, Massachusetts 01460
t: 978.486.4301 f: 978.428.0067
www.blwengineers.com
BLW # 19037
HVAC * Electrical * Plumbing * Fire Protection

TRUE NORTH

ANALOGUE STUDIO

Tous Les Jours

Natick Mall - Space #2094 / Level 2
1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

FIRE ALARM
FLOOR PLAN

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: KWV
CHECKED BY: DSK

FA1.0

Patricia O'Neil <poneil@natickma.org>

Tous les Jours Common Vic Application

2 messages

Patricia O'Neil <poneil@natickma.org> Fri, Aug 9, 2019 at 10:12 AM
To: Brian Lauzon <lauzon@natickpolice.com>

Hi Brian. This just came in today. Can we get your recommendation?

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

Tous les Jours ComVic App.pdf
931K

Brian Lauzon <lauzon@natickpolice.com> Mon, Aug 12, 2019 at 12:14 PM
To: Patricia O'Neil <poneil@natickma.org>

Trish,

After review we would recommend that the BOS, acting as the Licensing Authority for the Town of Natick, approve this application for a Common Victualer's License at the Natick Mall.

Respectfully submitted,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Approve Circular Ave Block Party on 9/14/19

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request and Police Recommendation	8/14/2019	Cover Memo

Patricia O'Neil <poneil@natickma.org>

Block Party Permit

9 messages

James Duffy <jcduffy18@gmail.com> Tue, Jul 16, 2019 at 11:11 AM
To: Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>

Good Evening,

I am writing on behalf of the residents of Circular Ave. to request permission to close the street between South Main St. and Cottage St. for our annual Block Party. Our target date is Saturday, September 14th form 5-8 PM.

This has become a highly attended neighborhood event the over last 9 years, and we would like to continue the tradition. In the past we have picked up the road blocks from police headquarters ton the day of the event. Also, we will be sure to notify and invite everyone on the street in writing in advance.

If you have any questions or concerns please feel free to contact me.

My Best-
Jim Duffy
15 Circular Ave.
617-697-3901

[redacted]

Patricia O'Neil <poneil@natickma.org> Mon, Jul 22, 2019 at 1:44 PM
To: Brian Lauzon <lauzon@natickpolice.com>

Hi Brian. Recommendations?
[Quoted text hidden]
[Quoted text hidden]

[redacted]

Brian

---------- Forwarded message ---------
From: **Brian Lauzon** <lauzon@natickpolice.com>
Date: Tue, Jul 16, 2019 at 11:32 AM
Subject: Re: Block Party Permit
To: Donna Donovan <ddonovan@natickma.org>

Donna,

After review we would recommend approval with the following stipulations:

- Public Safety Dispatch (508-647-9500) to be notified when the roadway is going to be closed, and again when it is re-opened. All roadways shall be opened no later than 8pm.
- Nothing be erected or placed in the roadway that cannot be easily removed in the event an emergency response is needed
- Residents in the affected area to be notified in writing prior to the event date
- Nothing be placed on, or around a fire hydrant that cannot be easily moved. Fire hydrants shall not be blocked.
- Circular Ave to be closed at South Main Street and then again at Cottage Street.

Additionally:

- Traffic cones and/or barricades may be checked out from Police Headquarters the morning of the event, and returned immediately following.

Reminder:

- All laws relative to alcoholic beverages including the possession/carrying of same remain in effect.

Respectfully,

Lt. Brian G. Lauzon

[redacted]

[redacted].com> Tue, Aug 6, 2019 at 2:28 PM
[redacted]

[redacted]

ITEM TITLE: Approve Millbrook Road Block Party on 9/21/19

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Recommendation for Approval	8/14/2019	Cover Memo

Patricia O'Neil <poneil@natickma.org>

Block Party 2019 - Millbrook Road

6 messages

Lyman Phillips <lyman123@gmail.com> Sun, Aug 11, 2019 at 4:21 PM
To: poneil@natickma.org

Ms. O'Neil,

We had so much fun at our first block party in 2018, that we want to do it again.

Here are the details:
(any chance we can get on the selectman's meeting tomorrow - Monday 8/12?)

Date: Saturday, Sept. 21, 2019
Time: 12 noon to 6PM
Location: Millbrook Road, "first block" 1 Millbrook Road to 9 Millbrook Road.
(note: this is the quiet end of Millbrook Road, which is all of 2 blocks)

We are looking to have food and contests and a bicycle/tricycle/stroller parade for the kiddies. And visiting and meeting new neighbors.

If we can get sawhorses, I have folks who can pick them up and tote them over.

Please feel free to contact me if you have any additional question.

Here's my contact information:
Lyman Phillips
3 Millbrook Road
Natick
c: 508.395.7357

Cordially,
Lyman Phillips
"Far better it is to dare mighty things... than to rank with those poor spirits who neither enjoy nor suffer much because they live in the gray twilight that knows neither victory nor defeat." --Teddy Roosevelt

---

Patricia O'Neil <poneil@natickma.org> Mon, Aug 12, 2019 at 8:45 AM
To: Lyman Phillips <lyman123@gmail.com>

Good morning. I'm sorry, it's too late to be added to this evening's agenda. Per the Open Meeting Law, we have to post our meetings with all of the topics that will be taken up 48 hours prior to the meeting. The agenda for tonight's meeting was posted last Thursday. Unless there is an emergency, or something that could not have been foreseen before the agenda was posted, we cannot add on to an agenda that has already been noticed.

I can possibly add your request on to the August 19 agenda, as long as we can get a recommendation from our public safety officer prior to then. Otherwise, we would have to shoot for the September 3 agenda. In any case, we have plenty of time so no worries there. I will let you know which agenda your request will be added to after I heard back from the public safety officer.
[Quoted text hidden]
--
Trish O'Neil
Executive Assistant
Town of Natick
13 East Central Street
Natick, MA 01760
P: 508-647-6410
F: 508-647-6401
poneil@natickma.gov
www.natickma.gov

Patricia O'Neil <poneil@natickma.org> Mon, Aug 12, 2019 at 8:45 AM
To: Brian Lauzon <lauzon@natickpolice.com>

Hi Brian, recommendations?
[Quoted text hidden]
[Quoted text hidden]

[redacted]

[Quoted text hidden]

Brian Lauzon <lauzon@natickpolice.com> Mon, Aug 12, 2019 at 8:55 AM
To: Patricia O'Neil <poneil@natickma.org>

Trish,

After review we would recommend approval with the following stipulations:

- Public Safety Dispatch (508-647-9500) to be notified when the roadway is going to be closed, and again when it is re-opened. All roadways shall be opened no later than 8pm.
- Nothing be erected or placed in the roadway that cannot be easily removed in the event an emergency response is needed
- Residents in the affected area to be notified in writing prior to the event date
- Nothing be placed on, or around a fire hydrant that cannot be easily moved. Fire hydrants shall not be blocked.
- Millbrook Road to be closed at Boden Lane and then again at Brookdale Road.

Additionally:

- Traffic cones and/or barricades may be checked out from Police Headquarters the morning of the event, and returned immediately following.

Reminder:

- All laws relative to alcoholic beverages including the possession/carrying of same remain in effect.

Respectfully,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Approve Morningside Ave Block Party on 9/14/19 (RD: 9/21/19)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Recommendation for Approval	8/14/2019	Cover Memo

Julie Bostian
6 Morningside Avenue
Natick, MA 01760
617-997-7250
juliemanes@yahoo.com

August 2, 2019

Board of Selectmen
c/o Ms. Trish O'Neil
Natick Town Hall
13 East Central Street
Natick, MA 01760

Dear Members of the Board,

I hope you have enjoyed summer thus far. I am writing on behalf of my neighborhood to request permission to block off a section of our street during our annual neighborhood party in September. Our event is scheduled for **Saturday, September 14** (raindate: Saturday, September 21) from 3:00 to 8:00 p.m. The section we would like to block off is from **#9-17 Morningside Avenue**. We have blocked the street in a similar way for the last decade of block parties (with permission), and all went well.

We would like to block off a section of the street for the same reasons as in past years: to facilitate socializing and to ensure safe bike-riding. We will not place items on the street that would prevent emergency vehicles from getting through at a moment's notice, nor would we block fire hydrants. Morningside Avenue, which runs parallel to Woodland Avenue, is not a "cut-through," so the only traffic consists of residents and people visiting residents. Neighbors are invited to and are made aware of the party, and as it's a section of the street and not the ends, those who need to depart via either end can do so. We would also keep Public Safety Dispatch aware of the party opening/closing, according to the schedule.

Thank you for your consideration of our request – we look forward to your response. Please feel free to email me at juliemanes@yahoo.com.

Sincerely yours,

Julie Bostian

Julie Bostian
Resident (6 Morningside Ave.) and Block Party Committee Member

[redacted]

Brian Lauzon <lauzon@natickpolice.com> Mon, Aug 5, 2019 at 11:32 AM
To: Patricia O'Neil <poneil@natickma.org>

Trish,

After review we would recommend approval with the following stipulations:

- Public Safety Dispatch (508-647-9500) to be notified when the roadway is going to be closed, and again when it is re-opened. All roadways shall be opened no later than 8pm.
- Nothing be erected or placed in the roadway that cannot be easily removed in the event an emergency response is needed
- Residents in the affected area to be notified in writing prior to the event date
- Nothing be placed on, or around a fire hydrant that cannot be easily moved. Fire hydrants shall not be blocked.
- Our preference in these cases is not to barricade the roadway "mid block", but rather at the ends or intersecting ways, for ease of not only public safety vehicles but others who may not live in the area such as UPS, Fedex, visitors, Uber, Etc.. In this case our preference would be to block Morningside at Clover Lane and again at Woodleigh Road, so that vehicles can be redirected without using someones private drive.

Additionally:

- Traffic cones and/or barricades may be checked out from Police Headquarters the morning of the event, and returned immediately following.

Reminder:

- All laws relative to alcoholic beverages including the possession/carrying of same remain in effect.

Respectfully,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Approve Use of Town Common: Natick Center Cultural District - "We Burn Brighter" Sign Board

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	8/14/2019	Cover Memo
Rec & Parks Recommendation for Approval through Labor Day	8/14/2019	Cover Memo

Natick Center Cultural District
20 Main St. Suite 208
Natick, MA 01760
508.650.8848
www.natickcenter.org

July 30, 2019

Natick Recreation and Parks Dept.
Atttn: Park and Rec. Commission
179 Boden Lane
Natick, MA 01760

RE: NCCD Request Permission to keep the sign, We Burn Brighter, on the Common.

Dear Park and Recreation Commission,

With the fire that happened on July 22nd and destroyed 5 businesses and affected 8 others the community gathered on July 25th to paint a sign that reads "We Burn Brighter" during Natick Nights and ArtWalk. The Natick Center Cultural District respectfully asks the NRP Commission if this sign can remain on the common until a permanent home can be found for it.

Thank you for your consideration in this matter and please feel free to contact me with any questions.

Sincerely,

Athena Pandolf
Executive Director
Natick Center Cultural District
20 Main St., Suite 208
Natick, MA 01760

Natick Recreation and Parks Department

People Driven. Service Focused

Karen Partanen
Recreation & Parks
Director

August 6, 2019

To the Board of Selectmen,

Please be informed that at their **Monday, Monday, August 5, 2019** meeting the Natick Recreation and Parks Commission voted unanimously in favor of the following request for use of the Common. The Commission is recommending the following to the Board of Selectmen:

- **Natick Center Cultural District** request **to place and leave a "We Burn Brighter" Sign Board on the Common** on the Common **now until Labor Day**.

The Commission recommends no user fee.

Please feel free to contact me at the Recreation and Parks Department Office if you have any questions prior to your next meeting concerning this event.

Best Regards,

Linda Pinault

Linda Pinault, Administrative Assistant
Natick Recreation and Parks Department

ITEM TITLE: Approve Use of Town Common: Common Street Spiritual Center - Multi-Faith Music Festival on 10/5/19

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	8/14/2019	Cover Memo
Rec & Parks Recommendation for Approval	8/14/2019	Cover Memo

COMMON STREET SPIRITUAL CENTER

Rev. Dr. Ian Mevorach
Common Street Spiritual Center
13 Common Street
Natick, MA 01760
508-655-9636

Recreation and Parks Commission
179 Boden Lane
Natick, MA 01760

7/12/19

Dear Recreation and Parks Commission,

I am writing on behalf of Common Street Spiritual Center and our interfaith partners, including the Daughters of Abraham and Central Mass Connections in Faith. We are requesting permission to host a Multifaith Music Festival on the Natick Common on either Saturday, Sept 28th or Saturday, Oct 5th from 12pm to 6pm.

We would need access to electricity and would plan to set up a stage and sound equipment for performers. We expect the event would have a similar footprint and crowd size, varying throughout the day, to the Concert on the Common series.

Groups from diverse faith communities in the MetroWest region would perform. We would also like for there to be vendors offering food and cultural/religious items for sale. The Multifaith Music Festival would be free and open to the public. The Spiritual Center would be open for attendees to use our restroom facilities during the course of the event.

This is an event that would build on and complement similar efforts, such as Natick's Multicultural Day on the Natick Common in August. Thank you for your consideration. We are, of course, open to being flexible about the parameters of the event as needed.

Sincerely yours,

Ian Mevorach

CC: Natick Board of Selectmen, 13 East Central Street, Natick, MA 01760

Natick Recreation and Parks Department

People Driven. Service Focused

Karen Partanen
Recreation & Parks
Director

August 6, 2019

To the Board of Selectmen,

Please be informed that at their **Monday, August 5, 2019** meeting the Natick Recreation and Parks Commission voted unanimously in favor of the following request for use of the Common. The Commission is recommending the following to the Board of Selectmen:

- **The Common Street Spiritual Center** request to hold their **Multifaith Music Festival** on the Common on **Saturday, October 5, 2019** from **12:00 - 6:00 pm**.

The Commission recommends a **$125 user fee for DPW services including electricity as well as a refundable damage deposit of $200**.

Please feel free to contact me at the Recreation and Parks Department Office if you have any questions prior to your next meeting concerning this event.

Best Regards,

Linda Pinault

Linda Pinault, Administrative Assistant
Natick Recreation and Parks Department

ITEM TITLE: Approve Southern New England Bicycle Ride on 8/25/19

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	8/19/2019	Cover Memo
Police Recommendation for Approval	8/19/2019	Cover Memo

Patricia O'Neil <poneil@natickma.org>

Tonight's Agenda

1 message

Michael Hickey <mhickey@natickma.org> Mon, Aug 19, 2019 at 9:09 AM
To: Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>, "Bill Chenard," <chenard@natickma.org>, John Townsend <jtownsend@natickma.org>
Cc: Selectmen <selectmen@natickma.org>, Melissa Malone <mmalone@natickma.org>

[redacted]

CONSENT AGENDA

Please add the bike ride event per the Friday afternoon emails (I copied it below):

> ---------- Forwarded message ---------
> From: **Daniel Lamme** <dlamme@natickma.org>
> Date: Fri, Aug 16, 2019 at 12:15 PM
> Subject: Southern New England Bicycle Ride
> To: Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>, Patricia O'Neil <po'neil@natickma.org>, Brian Lauzon <lauzon@natickpolice.com>, Brian Lauzon <blauzon@natickma.org>

Hello everyone,

On Sunday, 25 August, at 1000, the Southern New England Bicycle Ride has requested to have 9 bicycle riders come through town. These riders stop at every fire and police station across New England that experienced a line of duty death the year prior, and they present with families with a small plaque and gift during an approximately 30 minute ceremony. This year they are honoring our own Fire Lieutenant Sam Crisafulli, who as you all know passed away last year from occupational cancer.

I wanted to request that we provide them with a police escort to get them safely to the station from the Wellesley line at approximately 0945 hours, and then escort them out of town following the ceremony. I apologize about the short notice, the logistics were tough to sort out and communications got a little complicated. In addition, I also wanted to invite anyone to the ceremony to remember Sammy and to support the Crisafulli family.

Thank you for your help and consideration with this. I am on duty at Headquarters today and if anyone has any questions or needs additional details, please feel free to call me here or on my cell listed below.

Lt. Daniel Lamme B.S. EMT-P
Natick Fire Department
22 East Central St
Natick, MA 01760
(508) 446-5901

Patricia O'Neil <poneil@natickma.org>

Southern New England Bicycle Ride - 8/25/19

2 messages

Patricia O'Neil <poneil@natickma.org> Mon, Aug 19, 2019 at 9:17 AM
To: Brian Lauzon <lauzon@natickpolice.com>
Cc: Donna Donovan <ddonovan@natickma.org>

Brian, Mike Hickey just emailed and asked to put this on tonight's agenda. Are you aware of this?

--
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

New England Bicycle Ride-08.25.19.pdf
78K

Brian Lauzon <lauzon@natickpolice.com> Mon, Aug 19, 2019 at 9:24 AM
To: Patricia O'Neil <poneil@natickma.org>

Trish,

I am. After reviewing and speaking to members of the Natick Fire Department over the weekend we would recommend that the BOS approve this request with the understanding that all traffic rules, regulations, and laws be obeyed while the team travels through Natick. This is consistent with past requests of this nature and has been communicated to the organizers of this event.

Respectfully submitted,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Approve Request for Exemption from Town By-Laws Chaper 41, Section 4: John DeVroude - ASAP Program Staff / Recreation Leader/Counselor

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	8/14/2019	Cover Memo

Natick Recreation and Parks

People Driven. Service Focused.

Karen Partanen
Recreation & Parks
Director

RECEIVED
AUG 2 2019
BOARD OF SELECTMEN
NATICK, MA

To: Bill Chenard, Deputy Town Administrator
From: Karen Partanen, Recreation & Parks Director
Re: Municipal Employee Exemption
Date: June 12, 2019

I request the following employee be granted an exception from the provision of Article 41, Section 4 of the Town of Natick By-Laws in order that the Community Services Department – Recreation & Parks Division, can hire this current town employee under the provisions of MGL Ch. 268A s1.

Name: John DeVroude
Current Position: ASAP Program Staff
2nd Position: Leader/Counselor (Rec)

Cole Recreation Center · 179 Boden Lane Natick, Massachusetts 01760 · 508-647-6530
Fax: 508-647-6535 · www.natickma.gov/recreation

DISCLOSURE OF FINANGIAL INTEREST BY *MUNICIPAL EMPLOYEE,* CERTIFICATION BY HEAD OF CONTRACTING.AGENCY AND APPROVAL AS REQUIRED BY G.L.C.268A §20(b)

Note: You are eligible for this exemption only if *you* meet all of the following requirement:

Your regular agency is not the contracting agency or an agency that regulates the activities of the contracting agency;
You do not participate in or have official responsibility for any of the activities of the contracting agency;
The contract was made after public notice or competitive bidding;
You complete, sign, and file with the town or city clerk this disclosure form;

And, If the contract is for your personal services:

The services will be provided outside your normal municipal working hours;
The services are not required as part of your regular duties as a municipal employee;
You are compensated for the services for not more than 500 hours during a calendar year;
The head of the contracting agency completes and signs the certificate below,
The City or Town Council, Board of Aldermen or Board of Selectmen approve this exemption from '20 below.

* Name:	John Pedroude
* Title or Position:	Tutor / mentor
* Agency/Department:	ASAP
* Office Phone:	508-397-2441
* Contracting Municipal Agency:	ASAP / Recreation
Contract is for:	Summer camp
Financial Interest of Employee and immediate family:	Less Than $5000/year
* Employee Signature:	
* Date:	6-11-19

CERTIFICATE BY HEAD OF CONTRACTING AGENCY
(If contract is for municipal employee's personal services)

I certify that no employee of my agency's available to perform the contract services described above as part of his or her regular duties.

Name:	Karen Partanen
Agency:	Town of Natick / Recreation + Parks
Office Phone:	508-647-6532
Signature:	
Date:	6/12/19

APPROVAL OF EXEMPTION
(If contract is for municipal employee's personal services)

The City or Town Council, Board of Aldermen or Board of Selectmen approve this exemption from §20.

Signature:	
Date:	

After disclosure (and certification and approval, if needed) are completed and signed,
File this form with the city or town clerk.
Attach additional pages if necessary

ITEM TITLE: Approve Sustainablity Committee's Request to Accept Donation from Natick Center Associates

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	8/14/2019	Cover Memo

Memorandum

To: Natick Board of Selectmen

CC: Melissa Malone, Town Administrator

William Chenard, Deputy Town Administrator, Operations

From: Jillian Wilson Martin, Sustainability Coordinator

Date: August 14, 2019

Subject: Request to Accept $500 Donation to Purchase Tent for Community Events

---

Dear Natick Board of Selectmen:

Natick Center Associates wishes to donate $500 to support the purchase of a branded tent for the Sustainability Committee for use during community outreach events. The Sustainability Committee, in conjunction with the Natick Sustainability Coordinator, participates in a number of community events, including, but not limited to Natick Days, Earth Day, the Farmer's Market, Clean Your Attic Day, and (new this year) ShredFest, a paper shredding event on the Common on October 19.

Having a branded tent that is easily identifiable will help elevate the Committee's presence at community events and provide a more comfortable environment for volunteers to host a meaningful dialogue with residents on key issues.

We respectfully request the Board accept the donation and hope to have the tent ready in time for Natick Days.

ITEM TITLE: Approve Meeting Minutes - 7/10/19 and 8/12/19

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
7/10/19	8/14/2019	Cover Memo
8/12/19	8/15/2019	Cover Memo
8/12/19 Redline	8/19/2019	Cover Memo

BOARD OF SELECTMEN – TOWN OF NATICK

NATICK POLICE STATION COMMUNITY ROOM
July 10, 2019
7:00 PM

PRESENT: Chairman Michael J. Hickey, Jr., Vice Chair Susan G. Salamoff, Clerk Jonathan Freedman, Richard P. Jennett, Jr., and Karen Adelman-Foster

ALSO PRESENT: Town Administrator Melissa A. Malone, Deputy Town Administrator for Operations William D. Chenard, and Deputy Town Administrator/Finance Director John M. Townsend

The Chairman called the meeting to order at approximately 7:10 p.m. in Open Session, noting that a quorum was present and that the meeting had been duly posted.

CITIZEN'S CONCERNS

None.

DISCUSSION AND DECISION

A. Berkshire Oaks, Inc. – Request to Occupy a Public Way: Ms. Tiffany Kinder appeared on behalf of Berkshire Oaks, Inc. The request is to occupy certain public ways and spaces in Town on July 16, 2019 in connection with a film shoot (with film-related activity to take place over a three-day period – July 15-17, 2019). Locations were discussed and considered in the vicinity of Town Hall (along East Central St. and Lincoln St.), the Public Safety Complex and adjacent streets, and near the intersection of Main St. and West Central St. (near Stucchi Jewelers). Ms. Adelman-Foster moved to authorize the film crew to occupy public ways on July 16, 2019 at the locations generally discussed and identified, with exact locations and details to be finalized in consultation with the Town Administrator and the Public Safety Officer. Mr. Freedman seconded the motion. 5-0-0 approval.

B. Approve Request for Exemption from Town By-Laws Ch. 41, S. 4 re: Garry Coles: After a brief discussion among Board members, Mr. Jennett moved to approve the request for exemption from Town By-Laws Ch. 41, S. 4 for Garry Coles. Ms. Salamoff seconded the motion. 5-0-0 approval.

C. Board Discussion Regarding Administrative Matters to Facilitate Planning, Communication, Efficiency, and Other Topics of Interest to Board Members: The Board met with Ms. Malone, Mr. Chenard, and Mr. Townsend and was also joined by Mr. Steve Levinsky for a retreat-style discussion of planning, communication, efficiency, and other topics of interest and concern, including the following:

- Constituent inquiries

  - Board members desire better clarity as to how inquiries are and or recommended to be handled, as well as visibility into how and when they are resolved.
  - Discussion considered whether there is a need for more administrative support staff, but Ms. Malone indicated that she did not see a need for such additional staff at this time. Rather, she preferred to focus on efficiency, including implementing better technology and practices to track and resolve inquiries.
  - Ms. Malone noted that there are platforms available that allow residents' concerns to be tracked from beginning to end, and provide informative data points.

DRAFT

- Planning and Executing on Board/Administration Priorities

  - Board members expressed interest in status of various strategic initiatives, major projects, progress vs. goals and objectives, efforts to fill vacant leadership positions, etc.
  - Ms. Malone provided an overview as to her thoughts about reorganizing the structure of the BOS/TA's office (including a modification of the existing Community Services Director job description). The Director would focus on strategic capital partnerships, executing/implementing initiatives, and be a more "outfacing" and "influence" position. Ms. Malone touched on the structure of the BOS/TA office itself, including thoughts about reorganizing the physical set-up of the office to allow staff better ability to focus on priority matters.
  - It was agreed that Ms. Malone would report back further on this overall topic by the end of August. Mr. Jennett asked that the Board be kept apprised of developments with key staff positions.
  - Ms. Salamoff inquired about the future of the Community Services Guide. Ms. Malone envisions a "community-wide" guide; i.e., not limited as it was previously to events, services (etc.) under the Department of Community Services.

- Upcoming Budget Season

  - Ms. Adelman-Foster expressed concern with the lengthy, tense nature of the FY20 budget process.
  - Board members concurred, expressing support for a more collegial process for FY21 but acknowledged that achieving this is not the sole responsibility of Town Administration.
  - Mr. Jennett inquired about budget projections. Mr. Townsend noted that Town Administration is working on long-term forecast with financial indicators (out to FY 2024).
  - Mr. Freedman emphasized the need to nurture interpersonal relationships and suggested that certain relationships – in particular, with the School Department – were in need of attention and currently impeding the Administration from bringing certain matters to closure, etc.
  - Mr. Hickey emphasized Ms. Malone's considerable skills and talents in many areas, but reported perception by some that she can be seen as dismissive of competing points of view. He echoed Mr. Freedman's sentiments about the need to build manage key stakeholders effectively.
  - There was considerable discussion about the historical relationship between the schools and municipal leadership, and acknowledgment that the Town has many different constituencies that must cooperatively work together.

- Communications

  - Mr. Jennett expressed concern that, at times, he feels he is not up to speed on certain matters, and urged Ms. Malone to redouble efforts to keep the Board informed.

- Other Issues of Interest/Concern to Board Members

  - Retirement Board. Several Board members expressed concern with the Administration's recent proposal relative to the Board's appointment to the Town's Contributory Retirement Board. Ms. Malone noted that the Board is the chief policy-making body of the Town. As such, she felt that the Board should have increased involvement in the Contributory Retirement Board given the importance to Town employees, and the dollar amount that is annually transferred and overseen by that Board. Further, Ms. Malone felt that the public discussion regarding the appointment was healthy and important to Town employees and the community.

  - "Audit" of Certain Town Financial Matters. Several Board members expressed concern with the lack of resolution regarding issues identified publicly back in January, and that the issue has become a point of contention rather than a collaborative agreement on what ought to be done, as it appeared to be when Ms. Malone and Dr. Nolin first spoke "jointly" about the matter in public earlier in the year.

DRAFT

- Roles and Responsibilities. Ms. Malone suggested the need to continue to revisit, discuss, and be clear on the respective roles and responsibilities of the Board vs. the Town Administrator/Administration. She feels that there is sometimes a lack of clarity amongst Board members and the Administration as to the expectations and understandings in this regard. The Board appreciated this feedback.

Mr. Levinsky, who attended the meeting to help facilitate discussion, recapped the key points and themes from the evening.

The Board did not take any votes or formal actions during this agenda item.

ADJOURNMENT

On a motion by Mr. Jennett, seconded by Mr. Freedman, the Board unanimously voted on a roll call vote to adjourn the Board of Selectmen's Meeting at approximately 9:25 p.m.

_____
Jonathan Freedman., Clerk

Submitted by Michael J. Hickey, Jr., Chair

July 10, 2019 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____, 2019

All documents used at this Board of Selectmen meeting are available at:
https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=666&MinutesMeetingID=-1&doctype=Agenda

DRAFT

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL
August 12, 2019
6:00 PM

PRESENT: Chair Michael J. Hickey, Jr., Vice Chair Susan G. Salamoff, Clerk Jonathan H. Freedman, Karen Adelman-Foster, and Richard P. Jennett, Jr.

ALSO PRESENT: Town Administrator Melissa A. Malone and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 6:03 p.m., noting that a quorum was present and that the meeting had been duly posted and was being recorded by Natick Pegasus, and requested a motion to enter into Executive Session to discuss matters pertaining to:

1. Purpose 3: strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares:

   Collective Bargaining Agreements:
   Supervisors' and Administrators' Association (DPW Supervisors)
   Public Employees Local Union 1116 (DPW Laborers)
   Public Employees Local Union 1116 (Clerical)
   Public Employees Local Union 1116 (Library)
   and
   LIUNA: Laborers' Internal Union of North America
   Supervisors' and Administrators' Association (DPW Supervisors)
   Public Employees Local Union 1116 (DPW Laborers)
   Public Employees Local Union 1116 (Clerical)
   Maintenance and Custodians Local 1116 (Facilities Maintenance)

2. Purpose 3: strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body: E.L. Harvey.

3. Purpose 6: the purchase, exchange, lease, or value of real property where discussion in an open meeting may have a detrimental effect on the Town's negotiating position – Hunnewell Field Access.

Mr. Freedman, seconded by Ms. Adelman-Foster, moved to enter into Executive Session. The Board voted 3-0-0 (Mr. Jennett and Ms. Salamoff had not yet arrived) in favor of the motion, as follows: Mr. Hickey-Yes; Mr. Freedman-Yes; Ms. Adelman-Foster-Yes. The Chair announced that the meeting would return to Open Session at approximately 7:00 p.m. The Board entered into Executive Session at 6:05 p.m.

Open Session reconvened at 7:45 p.m. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS

A. Middlesex Path Dog Park: Execution of Contract
   Ms. Malone said that the contract has been signed by the contractor and is awaiting Board signatures. An announcement will be made in the near future regarding the actual groundbreaking.
B. Camp Arrowhead: Adaptive Kayaking Event
   Ms. Malone announced an adaptive kayaking event for disabled veterans that will take place in partnership with DCR later this month at Camp Arrowhead. The kayaks and other resources are being provided by DCR
C. CRT Announcement-Closed During Construction
   Mr. Freedman read an announcement stating that the Cochituate Rail Trail will be closed to the public for the duration of its construction. No one should enter until there is an announcement from the Massachusetts Department of Transportation or the Town.

CITIZEN'S CONCERNS
None.

DRAFT

REQUESTED ACTION

Request to Occupy a Public Way: "I Care a Lot" Movie:

Michelle Baker, the Berkshire Oaks location manager for the movie, "I Care a Lot," presented with a request to occupy public ways and spaces in a manner similar to their previous request, when Board-approved, film-related activity took place from July 15th-17th. Ms. Baker noted that she has replaced the previous location manager and has not had a lot of information to share with Ms. Malone, despite Ms. Malone's best efforts to obtain such. Ms. Malone stated she has met with Lt. Lauzon and details are to be ironed out in conjunction with his recommendations. On a motion by Richard Jennett, seconded by Sue Salamoff, the Board voted 5-0-0 to approve the request to occupy public ways and spaces, allowing Ms. Malone to firm up the final details with Lt. Lauzon, the Safety Committee, and the Berkshire Oaks film crew.

DISCUSSION AND DECISION

2019 Fall Annual Town Meeting Warrant Articles

a. North Main Street - Modification of Layout
b. North Main Street - Land Swap
c. Hunnewell Field Access
d. Affordable Housing Trust Bacon Street Property Grant
e. Kennedy Middle School Land Transfer
f. Other 2019 Fall Annual Town Meeting Articles

AHTF/Bacon Street: On a motion by Karen Adelman-Foster, seconded by Sue Salamoff, the Board voted 5-0-0 to sponsor the Bacon Street/AHTF Article as written, including a friendly amendment by Mr. Freedman to allow Town Counsel and the Town Administrator latitude to change the language. The purpose of the Article is to effectuate the transfer of the property to the Affordable Housing Trust Fund. Ms. Salamoff left the meeting after this discussion at 8:21 p.m. in order to attend an Affordable Housing Trust Fund meeting.

North Main Street Modification of Layout: On a motion by Michael Hickey, seconded by Karen Adelman-Foster, the Board voted 4-0-0 to sponsor the North Main Street Modification of Layout Article as written by K.P. Law, including a friendly amendment by Mr. Freedman to allow Town Counsel and the Town Administrator latitude to change the language. The purpose of the Article is to allow the final administrative step of altering the layout in keeping with the planned construction.

North Main Street Land Swap: On a motion by Jonathan Freedman, seconded by Richard Jennett, the Board voted 4-0-0 to sponsor the North Main Street Land Swap Article for a small parcel of land owned by the Town and found on Lot Map 64, 64B, to include any modifications or refinement deemed necessary by Town Counsel and the Town Administrator. Ms. Malone stated this parcel of land is approximately 7,405 square feet. Ms. Adelman-Foster asked if DCR has to accept this arrangement and Ms. Malone responded that she is working closely with DCR. Mr. Jennett asked several times if this conservation restriction will restrict access to the adjacent property at 51 Water Street. Ms. Malone said she would look into it.

Hunnewell Field Access: On a motion by Karen Adelman-Foster, seconded by Richard Jennett, the Board voted 4-0-0 to sponsor a warrant article or articles that would allow the town to pursue rights of access through easement, purchase, taking, eminent domain, or gift in whatever form may ultimately be determined reasonable and necessary to preserve long-term rights of access to Hunnewell Field. That would include consideration of any conveyance or transfer of town land, acquiring an interest in land at 22 Pleasant Street and other adjacent parcels as necessary, and the ability to have discussions with the owner of 22 Pleasant Street and any other third party, providing flexibility to allow ongoing discussions with other stakeholders, with the Town Administrator and Town Counsel given latitude to make changes to the Article language. The resulting motion would require the identification of the property or properties being considered, including 22 Pleasant Street, Merrill Road, and any other potential properties. Mr. Hickey noted that the Town has received correspondence from the owner of land adjacent to Hunnewell Field that a date in the near future will see discontinuation of access across that adjacent land to Hunnewell Field. This has led to consideration of possible steps to ensure that the Town has continued, unfettered access to the field while remaining respectful of the surrounding neighborhood, landowners, and other developments taking place in the area.

DRAFT

Kennedy Middle School Land Transfer: The Kennedy Middle School Land Transfer Article was previously voted; having it on this agenda was an administrative error.

CONSENT AGENDA

The 7/10/19 meeting minutes have not been finalized and will be postponed to the next meeting on August 19th. On a motion by Richard Jennett, seconded by Karen Adelman-Foster, the Board voted 4-0-0 to approve the redline version of meeting minutes from 8/5/19. No request was made to have any items removed from the Consent Agenda prior to the vote.

TOWN ADMINISTRATOR NOTES

Ms. Malone noted that a Natick resident recently had an incident on a public right of way that involved a vendor (who did not have a permit from the Town) obstructing the resident's passage. Ms. Malone stated she would be preparing a Warrant Article for the next Town Meeting that would address more uniformity among vendors.

SELECTMEN'S CONCERNS

Mr. Jennett inquired about moving the fencing back to the property line at intersection of Pond and South Main Streets, the site of the recent fire, so that people are able to use the sidewalk/public way. Mr. Jennett asked Ms. Malone to follow up with the Police Chief and the Building Commissioner.

Ken Van Blarcom of 63 Eliot Street asked if he could go to the podium. He inquired about the 22 Pleasant Street property and why it had not been purchased by the Town. Mr. Hickey stated that the Board was not posted to discuss this. Mr. Van Blarcom stated that he had heard that the Knott Estate is denying access to Hunnewell Field and asked if that was the reason an Article relative to access was being pursued. Mr. Hickey said yes, the Board is looking for a long-term solution to the access issue.

ADJOURNMENT

On a motion by Jonathan Freedman, seconded by Richard Jennett, the Board voted 4-0-0 to adjourn the meeting at 9:09 p.m..

_____
Jonathan H. Freedman, Clerk

Submitted by: Trish O'Neil, Executive Assistant

August 12, 2019 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____, 2019

All documents used at this Board of Selectmen meeting are available at:
https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=670&MinutesMeetingID=82&doctype=Agenda

DRAFT

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL
August 12, 2019
6:00 PM

PRESENT: Chair Michael J. Hickey, Jr., Vice Chair Susan G. Salamoff, Clerk Jonathan H. Freedman, Karen Adelman-Foster, and Richard P. Jennett, Jr.

ALSO PRESENT: Town Administrator Melissa A. Malone and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 6:03 p.m., noting that a quorum was present and that the meeting had been duly posted and was being recorded by Natick Pegasus, and requested a motion to enter into Executive Session to discuss matters pertaining to:

1. Purpose 3: strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares:

   Collective Bargaining Agreements:
   Supervisors' and Administrators' Association (DPW Supervisors)
   Public Employees Local Union 1116 (DPW Laborers)
   Public Employees Local Union 1116 (Clerical)
   Public Employees Local Union 1116 (Library)
   and
   LIUNA: Laborers' Internal Union of North America
   Supervisors' and Administrators' Association (DPW Supervisors)
   Public Employees Local Union 1116 (DPW Laborers)
   Public Employees Local Union 1116 (Clerical)
   Maintenance and Custodians Local 1116 (Facilities Maintenance)

2. Purpose 3: strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body: E.L. Harvey.

3. Purpose 6: the purchase, exchange, lease, or value of real property where discussion in an open meeting may have a detrimental effect on the Town's negotiating position – Hunnewell Field Access.

Mr. Freedman, seconded by Ms. Adelman-Foster, moved to enter into Executive Session. The Board voted 3-0-0 (Mr. Jennett and Ms. Salamoff had not yet arrived) in favor of the motion, as follows: Mr. Hickey-Yes; Mr. Freedman-Yes; Ms. Adelman-Foster-Yes. The Chair announced that the meeting would return to Open Session at approximately 7:00 p.m. The Board entered into Executive Session at 6:05 p.m.

Open Session reconvened at 7:45 p.m. All five Board Members were present for the Open Session following the Executive Session. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

ANNOUNCEMENTS

A. Middlesex Path Dog Park: Execution of Contract
   Ms. Malone said that the contract has been signed by the contractor and is awaiting Board signatures. An announcement will be made in the near future regarding the actual groundbreaking.
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   Mr. Freedman read an announcement stating that the Cochituate Rail Trail will be closed to the public for the duration of its construction. No one should enter until there is an announcement from the Massachusetts Department of Transportation or the Town.

CITIZEN'S CONCERNS

DRAFT

None.

REQUESTED ACTION

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Michelle Baker, the Berkshire Oaks location manager for the movie, "I Care a Lot," presented with a request to occupy public ways and spaces in a manner similar to their previous request, when Board-approved, film-related activity took place from July 15th-17th. Ms. Baker noted that she has replaced the previous location manager and has not had a lot of information to share with Ms. Malone, despite Ms. Malone's best efforts to obtain such. Ms. Malone stated she has met with Lt. Lauzon and details are to be ironed out in conjunction with his recommendations. On a motion by Richard Jennett, seconded by Sue Salamoff, the Board voted 5-0-0 to approve the request to occupy public ways and spaces, allowing Ms. Malone to firm up the final details with Lt. Lauzon, the Safety Committee, and the Berkshire Oaks film crew.

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e. Kennedy Middle School Land Transfer
f. Other 2019 Fall Annual Town Meeting Articles

AHTF/Bacon Street: On a motion by Karen Adelman-Foster, seconded by Sue Salamoff, the Board voted 5-0-0 to sponsor the Bacon Street/AHTF Article as written, including a friendly amendment by Mr. Freedman to allow Town Counsel and the Town Administrator latitude to change the language. The purpose of the Article is to effectuate the transfer of the property to the Affordable Housing Trust Fund. Ms. Salamoff left the meeting after this discussion at 8:21 p.m. in order to attend an Affordable Housing Trust Fund meeting.

North Main Street Modification of Layout: On a motion by Michael Hickey, seconded by Karen Adelman-Foster, the Board voted 4-0-0 to sponsor the North Main Street Modification of Layout Article as written by K.P. Law, including a friendly amendment by Mr. Freedman to allow Town Counsel and the Town Administrator latitude to change the language. The purpose of the Article is to allow the final administrative step of altering the layout in keeping with the planned construction.

North Main Street Land Swap: On a motion by Jonathan Freedman, seconded by Richard Jennett, the Board voted 4-0-0 to sponsor the North Main Street Land Swap Article for a small parcel of land owned by the Town and found on Lot Map 64, 64B, to include any modifications or refinement deemed necessary by Town Counsel and the Town Administrator. Ms. Malone stated this parcel of land is approximately 7,405 square feet. Ms. Adelman-Foster asked if DCR has to accept this arrangement and Ms. Malone responded that she is working closely with DCR. Mr. Jennett asked several times if this conservation restriction will restrict access to the adjacent property at 51 Water Street. Ms. Malone said she would look into it.

Hunnewell Field Access: On a motion by Karen Adelman-Foster, seconded by Richard Jennett, the Board voted 4-0-0 to sponsor a warrant article or articles that would allow the town to pursue rights of access through easement, purchase, taking, eminent domain, or gift in whatever form may ultimately be determined reasonable and necessary to preserve long-term rights of access to Hunnewell Field. That would include consideration of any conveyance or transfer of town land, acquiring an interest in land at 22 Pleasant Street and other adjacent parcels as necessary, and the ability to have discussions with the owner of 22 Pleasant Street and any other third party, providing flexibility to allow ongoing discussions with other stakeholders, with the Town Administrator and Town Counsel given latitude to make changes to the Article language. The resulting motion would require the identification of the property or properties being considered, including 22 Pleasant Street, Merrill Road, and any other potential properties. Mr. Hickey noted that the Town has received correspondence from the owner of land adjacent to Hunnewell Field that a date in the near future will see discontinuation of access across that adjacent land to Hunnewell Field. This has led to consideration of possible steps to ensure that the Town has continued, unfettered access to the field while remaining respectful of the surrounding neighborhood, landowners, and other developments taking place in the area.

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Kennedy Middle School Land Transfer: The Kennedy Middle School Land Transfer Article was previously voted; having it on this agenda was an administrative error.

CONSENT AGENDA

The 7/10/19 meeting minutes have not been finalized and will be postponed to the next meeting on August 19th. On a motion by Richard Jennett, seconded by Karen Adelman-Foster, the Board voted 4-0-0 to approve the redline version of meeting minutes from 8/5/19. No request was made to have any items removed from the Consent Agenda prior to the vote.

TOWN ADMINISTRATOR NOTES

Ms. Malone noted that a Natick resident recently had an incident on a public right of way that involved a vendor (who did not have a permit from the Town) obstructing the resident's passage. Ms. Malone stated she would be preparing a Warrant Article for the next Town Meeting that would address more uniformity among vendors.

SELECTMEN'S CONCERNS

Mr. Jennett inquired about moving the fencing back to the property line at intersection of Pond and South Main Streets, the site of the recent fire, so that people are able to use the sidewalk/public way. Mr. Jennett asked Ms. Malone to follow up with the Police Chief and the Building Commissioner.

Ken Van Blarcom of 63 Eliot Street asked if he could go to the podium. He inquired about the 22 Pleasant Street property and why it had not been purchased by the Town. Mr. Hickey stated that the Board was not posted to discuss this. Mr. Van Blarcom stated that he had heard that the Knott Estate is denying access to Hunnewell Field and asked if that was the reason an Article relative to access was being pursued. Mr. Hickey said yes, the Board is looking for a long-term solution to the access issue.

ADJOURNMENT

On a motion by Jonathan Freedman, seconded by Richard Jennett, the Board voted 4-0-0 to adjourn the meeting at 9:09 p.m..

_____
Jonathan H. Freedman, Clerk

Submitted by: Trish O'Neil, Executive Assistant

August 12, 2019 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____, 2019

All documents used at this Board of Selectmen meeting are available at:
https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=670&MinutesMeetingID=82&doctype=Agenda

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ITEM TITLE: Correspondence 8/19/19

ITEM SUMMARY: