

BOARD OF SELECTMEN
Edward H. Dlott Meeting Room
AGENDA
May 1, 2017
6:00 PM

Open Session Begins at 6:00 PM

ANNOUNCEMENTS

WHAT'S NEW

1. Director, Bacon Free Library: MathWorks Grant-Little Free Libraries

CITIZEN'S CONCERNS

CONSENT AGENDA

2. Approve Proposal for Paul R. McKinley Memorial Circle
3. Charles River Rotary Fifth Annual Scoopapalooza Ice Cream Festival 6/24/17 (Rain Date 6/25/17)
 - a. Approve Use of Town Common Pending Approval by Recreation and Parks Commission 9:00 AM - 4:00 PM
 - b. Approve Reserved Parking and Bagging of Meters on West Side of Park Street
 - c. Approve Banner Request 6/19-6/25/17
4. Approve Permit Request for DMSE Sports/Boston Marathon Jimmy Fund Walk 9/24/17
5. Approve Permit Request for 2017 MS Journey of Hope Charity Walk 5/13/17

APPOINTMENTS

6. 7:00 PM-Joint Meeting of Board of Selectmen and School Committee with Massachusetts Legislators
7. Alyssa Springer: Interview for Appointment to the Community Development Advisory Committee (5/2/17-5/1/20)
8. Treasurer: Authorize Bond for MWRA Borrowing
9. Affordable Housing Trust: Authorization to Remove Trees in the Vicinity of 299 Bacon Street
10. Public Hearing: Change of Address from 24 Prime Parkway to 24 Superior Drive-Franchi Management Company
11. Eli's BBB Inc.: Application for a Common Victualer's License
12. Public Hearing: Eli's BBB, Inc. - Application for a Restaurant

Wine and Malt Beverage License

13. Interviews for Appointments to the Zoning Board of Appeals
 - a. Katherine Durrane - Reappointment
 - b. Geoff Lewis - New Appointment
 - c. Daiva Verselis - Reappointment
14. Charles Cicalis: Request to Waive Street Opening
Moratorium for Installation of Gas Line-43 Pitts Street
15. Sustainability Coordinator
 - a. Amendments and New Net Meter Credit Purchase and
Sale Agreement
 - b. Municipal Aggregation

DISCUSSION AND DECISION

16. Camp Arrowhead Update
17. Discussion on Process Regarding Medical Marijuana
Dispensaries
18. Special Town Meeting #1 Warrant Articles 1, 2, & 4

TOWN ADMINISTRATOR NOTES

SELECTMEN'S CONCERNS

CORRESPONDENCE

Correspondence 5/1/17

Warrant Articles

* A list of Warrant Articles and text are available on the website at Natickma.gov, in the Town Clerk's Office, Selectmen's Office, Post Office, Bacon Free Library, and Morse Institute Library, and at one location in each precinct.

ITEM TITLE: Director, Bacon Free Library: MathWorks Grant-Little Free Libraries

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Email-M. Jain	4/6/2017	Cover Memo
Little Free Library Website Info	4/6/2017	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Fwd: We got a grant!

2 messages

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Meena Jain** <mjain@minlib.net>
Date: Wed, Mar 29, 2017 at 11:39 AM
Subject: We got a grant!
To: Martha White <mwhite@natickma.org>

Hi Martha,

We just received notice that we've been approved for a Mathworks grant to buy and install 6 Little Libraries throughout Natick. If you haven't seen them, they are like little houses where people can take and leave books. I've asked the CRCG members if they'd like one on their property but also wanted to ask you who the best person would be to talk to in town about seeing if we can get a couple on town properties - like a soccer field or even the common. Here's a link to the little libraries website which tells a bit more about them.

<https://littlefreelibrary.org/>

We're very excited!
Meena

Meena Jain, MLIS
Director
Bacon Free Library
58 Eliot Street
Natick, MA 01760
(p) 508-653-6730
(t) 508-233-8007
<http://www.baconfreelibrary.org/>
[Facebook](#)
[@baconfreelib](#)
Instagram: baconoliver
[Flickr](#)

"We are all human, aren't we? Every human life is worth the same, and worth saving." –Kingsley Shacklebolt
–[JK Rowling](#), *Harry Potter and the Deathly Hallows*

Patricia O'Neil <poneil@natickma.org>
To: Martha White <mwhite@natickma.org>

Fri, Mar 31, 2017 at 5:27 AM



Little Free Library

Building Community
Sparking Creativity
Inspiring Readers

Start Here

Donate

Help spread the joy and power of sharing books.



Shop

Choose from a variety of handcrafted Library models and accessories.



Map

Visit our world map to find registered Libraries near you.



Action Book Club

Join us for good reads and good deeds. Sign up today!



The Latest News



Action Book Club Spotlight: Cleveland Third-Graders Start Recycling Program

by Margret Aldrich | Mar 9, 2017

In this series, we'll meet Action Book Clubs from around the country that are reading good books and doing good things to benefit their communities. These are Action Book Clubs in action!



ITEM TITLE: Approve Proposal for Paul R. McKinley Memorial Circle
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Proposal	4/24/2017	Cover Memo

Proposal for PAUL R. McKINLEY CIRCLE

Oakland Terrace, Natick, MA 01760

April 18, 2017



As we all know, Paul McKinley was a 44-year resident and very involved citizen of Natick, MA. Paul was a husband, father and excellent neighbor, as well as an engineer, musician, inventor and entrepreneur. As a Town Selectman Paul helped guide Natick for several years. Paul died suddenly in 2016. His neighbors on Oakland Terrace, and his wife Lucy, would like to remember and honor him by naming the circle after him.

After long consideration of memorial options including benches, stones, signs and locations, the Oakland Terrace neighbors have decided on a sign, as depicted in the picture. This sign is the same style as other memorial signs around town. The text reads, "PAUL R. McKINLEY CIRCLE."

The suggested placement of the sign takes into account the following considerations:

- The sign faces the center of Oakland Terrace as it enters the circle
- To avoid being hit by snow plows the sign is 6-8 feet back from the street
- The sign is high enough to be seen over snow

In order to facilitate the creation and installation of the sign, the neighbors would like the town to build the sign and help with the installation. Some of the neighbors are willing to pay for or contribute to the cost of the sign and its installation if necessary.

We hope the Natick Board of Selectmen will understand the reasoning and value of such a memorial to Paul, and agree to its installation.

Thank you very much!

ITEM TITLE: Charles River Rotary Fifth Annual Scoopapalooza Ice Cream Festival
6/24/17 (Rain Date 6/25/17)

ITEM SUMMARY: a. Approve Use of Town Common Pending Approval by Recreation and
Parks Commission 9:00 AM - 4:00 PM
b. Approve Reserved Parking and Bagging of Meters on West Side of
Park Street
c. Approve Banner Request 6/19-6/25/17

ATTACHMENTS:

Description	Upload Date	Type
Request	4/24/2017	Cover Memo
Police Approval	4/28/2017	Cover Memo

Charles River Rotary Club
C/O Robert R. Capobianco, Past President
15 West Central Street
Natick, MA 01760

RECEIVED

APR 3 2017

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

Dear Honorable Selectmen,

The Charles River Rotary Club is having its 5th annual ice cream festival known as Scoopaloza. Our Club has been very fortunate to have had 4 great festivals on Natick Common. The money from this event goes to support Spark, Natick Pantry, scholarships for individuals going into the trades and other non-college lines of work. The Club supports many other non-profit endeavors which I would be happy to list.

Needless to say this is a very important event for this Club. Therefore would you please give us permission to do the following:

1. Use the Natick Common on June 24, 2017 with a rain date of June 25, 2017.
2. Reserve all of the parking on the West side of Pond Street for the day and allow the police department to shield those parking meters from use.
3. Allow the Club to hang its banner on Main Street advertising the event from Friday June 16, 2017 to June 24, 2017

I understand that the Club will need a victualer's license from the Board of Health and that the Town will also need to be named on a general liability policy which I will obtain and submit to you.

Thank you for your past and continued cooperation in these events. It is greatly appreciated.

Very truly yours,



Robert R. Capobianco

Cc: Natick Board of Health
Department of Public Works
Natick Police Department
Recreational Department



Patricia O'Neil <poneil@natickma.org>

Charles River Scoopapalooza 6/24/17 (Rain Date 6/25/17)

2 messages

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

Mon, Apr 3, 2017 at 2:28 PM

Brian, your recommendations?

--

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



Chas River Scoopapalooza 06.24.17 (RD 06.25.17).pdf
33K

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

Tue, Apr 4, 2017 at 12:03 PM

Trish,

Upon review we would recommend that the BOS approve this request as has been the case the last few years.

Respectfully submitted,

Lt. Brian G. Lauzon

[Quoted text hidden]

ITEM TITLE: Approve Permit Request for DMSE Sports/Boston Marathon Jimmy Fund Walk 9/24/17

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	4/24/2017	Cover Memo
Police Approval with Stipulation	4/24/2017	Cover Memo



RECEIVED

APR 14 2017

BOARD OF SELECTMEN
NATICK, MA

April 12, 2017

Natick Town Offices
Board of Selectmen
13 East Central St
Natick, MA 01760

Dear Members of the Board:

Many thanks for your continuous support of the Boston Marathon Jimmy Fund Walk. Your support of this charitable event certainly is one of the major reasons for our success and we deeply appreciate your generosity.

We are planning for the 2017 walk, our 29th! I am sending you this letter as a **formal request from the Jimmy Fund and the BAA for a parade permit for our 2017 walk** which, as you know, follows the exact same course as the historic Boston Marathon. We are requesting the date of Sunday, September 24, 2017 to conduct the walk.

If you require any additional information, please feel free to call me directly (617-201-1764) or email me at aaron@dmsesports.com. In advance, thank you for your continuous support of what the Jimmy Fund considers one of its most successful and revered events. I look forward to hearing back from your office.

Please send any correspondence on the walk to:

DMSE Sports, Inc.
10D Roessler Rd
Woburn, MA 01801-6208

Kind regards,

Aaron Nemzer
Director of Events
DMSE/Boston Marathon Jimmy Fund Walk

Controlled Risk Insurance Company of Vermont, Inc.
(A Risk Retention Group)
Burlington, Vermont

Professional/Commercial General Liability Policy

Additional Insured Endorsement

Named Insured: DANA-FARBER CANCER INSTITUTE, INC.

Effective Date: 01/01/2017

Policy No: DFCI-CRICO-C-GLPL-1497-2017

Endorsement No: E2-1886

Endorsement Effective Date: 09/24/2017

Policy Period: 01/01/2017 to 12/31/2017

Additional Insured: Town of Natick

TOWN OF NATICK
PHIL LEMNIOS
13 EAST CENTRAL STREET
NATICK, MA 01760

This Endorsement modifies the General Liability Policy.

I. For purposes of this Endorsement only, Section IV of the General Liability Policy, PERSONS INSURED, is amended to include the person(s), organization(s) or entities set forth above as an additional insured ("**Additional Insured**"), but only with respect to liability for **Bodily Injury, Property Damage or Personal and Advertising Injury** caused by:

1. the negligence of the **Named Insured**; or
2. the negligence of others acting on behalf of the **Named Insured**

and, in either case of 1 or 2 above, only to the extent such liability arises out of the Boston Marathon® Jimmy Fund Walk which will occur on September 24, 2017 from 12:01 AM to 11:59 PM in Boston, Wellesley, Newton, Hopkinton, Natick, Ashland, Framingham, and Brookline, Massachusetts (the "**Agreement**").

However, the insurance afforded to such **Additional Insured** pursuant to this Endorsement:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which the **Named Insured** is required by **Agreement** to provide to such **Additional Insured**.

II. As respects the **Additional Insured** only, Section II "LIMITS OF LIABILITY" is deleted and replaced with the following:

LIMITS OF LIABILITY

Regardless of the number of **Claims** made, **Suits** brought, **Insureds**, persons injured, or persons asserting **Claims**, the **Company's** liability is limited as follows:

- a. The limit of liability applicable to each **Claim** against the **Additional Insured** is \$5,000,000 (Five Million Dollars). That amount is the most the **Company** will pay for all **Damages** as well as all **Claims Expense** arising out of each **Event**.
- b. The limit of liability applicable to all **Claims** against the **Additional Insured** is \$5,000,000 (Five Million Dollars). That amount is the most the **Company** will pay for all **Damages** as well as all **Claims Expense** because of all **Personal and Advertising Injury** sustained by any one person or organization or group of related persons or organizations.
- c. Subject to the limits of liability stated in a and b above, the most the **Company** will pay on behalf of the **Additional Insured** and the **Named Insured** combined for all **Damages** and all **Claims Expense** for any one **Claim** is \$5,000,000 (Five Million Dollars).

This endorsement shall not increase the applicable Limits of Liability shown on the DECLARATIONS page of the Policy regardless of the number of **Claims** or **Insureds**.

The inclusion in this Endorsement of more than one **Insured** shall not operate to increase the limits of the **Company's** liability.

Should the above described policy be canceled before the expiration date thereof, the **Company** will endeavor to mail 30 days written notice to the **Additional Insured**, but failure to mail such notice shall impose no obligation or liability of any kind upon the **Company**.

All other terms and conditions of the policy shall remain unchanged by this Endorsement.

Terms appearing in bold in this Endorsement shall have the same meaning as the definition of that term in the policy which this Endorsement modifies.

Notice: The Policy and this endorsement are issued by a risk retention group. A risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for risk retention groups.

IN WITNESS WHEREOF the Company has caused this Endorsement to be signed by its duly authorized representative.

A handwritten signature in black ink, appearing to read "J. J. Vanney", is written over a horizontal line.

Rev. 01/01/2017

Duly Authorized Representative



Patricia O'Neil <poneil@natickma.org>

DMSE/Boston Marathon Jimmy Fund Walk 9/24/17

2 messages

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

Tue, Apr 18, 2017 at 11:10 AM

Hi Brian. Your recommendation?

--

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



Request.pdf
184K

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

Tue, Apr 18, 2017 at 12:40 PM

Trish,

We would recommend approval with the understanding, as in past years, that the organizers agree to hire four (4) police detail officers, two at Speen Street and Rt.135, two at Rt.27 and Rt.135.

Respectfully submitted,

Lt. Brian G. Lauzon

[Quoted text hidden]

ITEM TITLE: Approve Permit Request for 2017 MS Journey of Hope Charity Walk
5/13/17

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	4/24/2017	Cover Memo
Police Approval with Stipulations	4/24/2017	Cover Memo



**National
Multiple Sclerosis
Society
Greater
New England
Chapter**

Ms. Martha L. White
Town Administrator
13 East Central St.
Natick, MA. 01760

November 15, 2016

Dear Ms. White,

On Saturday, May 13th, we will be holding our 2017 MS Journey of Hope charity walk, starting and finishing at the Natick High School. The MS Journey of Hope is comprised of teams of walkers raising funds to support the comprehensive services of our affiliated MS Clinical Centers of Excellence, which in turn helps support the 11,000 people in Massachusetts with Multiple Sclerosis. Last year 300 walkers raised \$200,000.00, and this year we are hoping to raise even more.

Registration for the walk begins at 8am, and the walk itself starts at 9am. We will have 2 rest stops along the way where we will provide water and snacks to our participants. Once back at the High School, we will serve a small lunch, and the whole thing should be wrapped up by 2pm. I've attached directions for the 5 mile loop, and I will make arrangements with the Police Department for police details where appropriate.

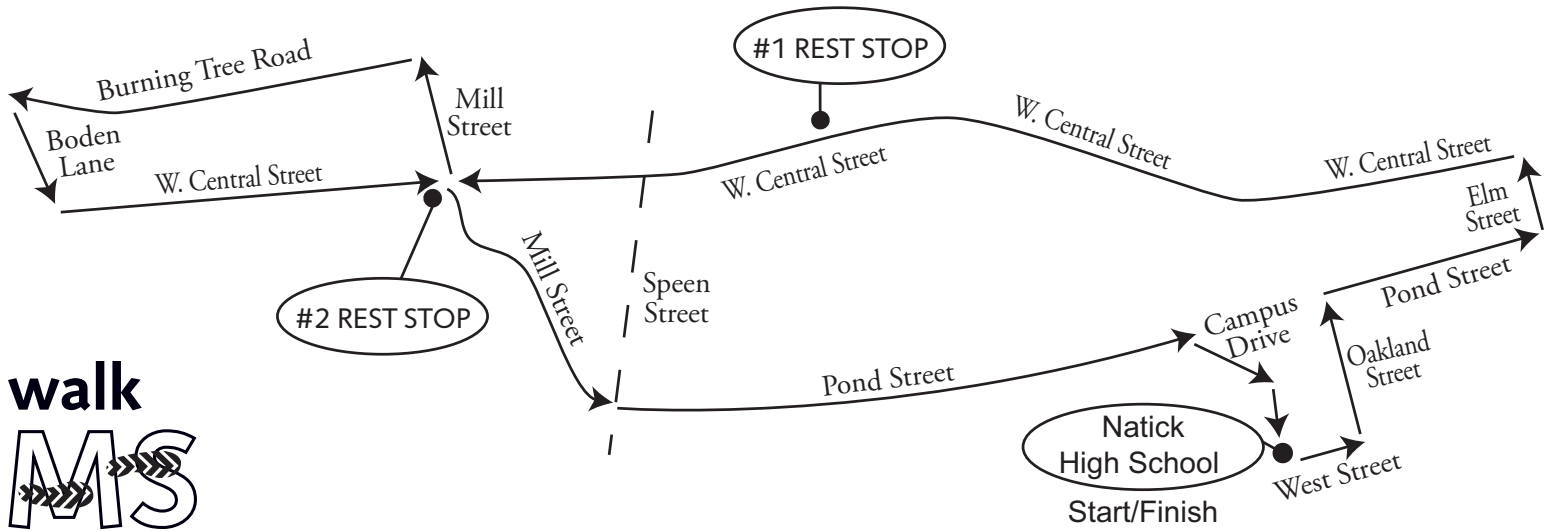
If there is any additional information or forms you require, please let me know. Thank you again for your attention, I look forward to speaking with you as we get nearer to the event.

Best Regards,

Drew Davis
Director of Logistics
National Multiple Sclerosis Society
Greater New England Chapter
(O) 781-693-5158
(M) 978-866-6955
Drew.davis@nmss.org

Journey of Hope

Saturday, May 7, 2016



walk
MS

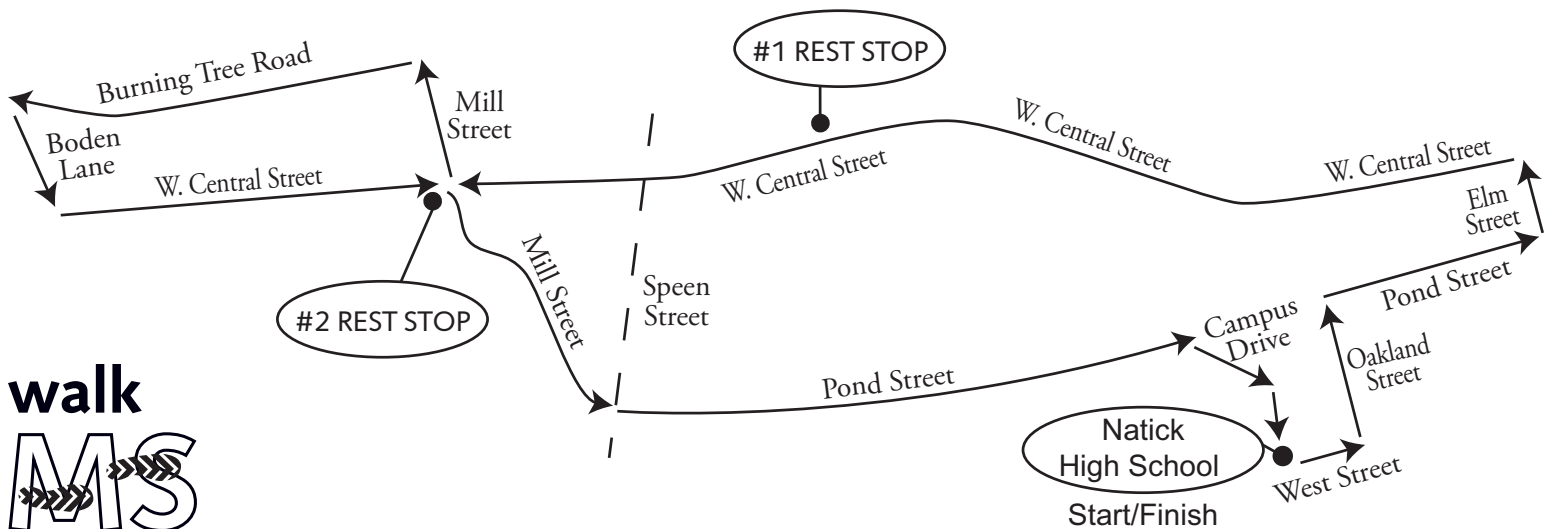
Walk 2016

presented locally by

Biogen.

Journey of Hope

Saturday, May 7, 2016



walk
MS

Walk 2016

presented locally by

Biogen.

Journey of Hope Walk MS 2016

Start/End Point:
Natick High School
15 West Street, Natick, Mass.

1. Straight out of the school onto West Street
2. Left onto Oakland Street
3. Right onto Pond Street
4. Left onto Elm Street
5. Left onto W. Central Street (Rt. 135)
6. Rest Stop #1 - VFW Post 1274
7. Continue on W. Central Street
8. Cross Speen Street
9. Right onto Mill Street
10. Left onto Burning Tree Road
11. Left onto Boden Lane
12. Left onto W. Central Street
13. Rest Stop - 182 W. Central Street
14. Right onto Mill Street
15. Cross Speen Street onto Pond Street
16. Right onto Campus Drive into school

Journey of Hope Walk MS 2016

Start/End Point:
Natick High School
15 West Street, Natick, Mass.

1. Straight out of the school onto West Street
2. Left onto Oakland Street
3. Right onto Pond Street
4. Left onto Elm Street
5. Left onto W. Central Street (Rt. 135)
6. Rest Stop #1 - VFW Post 1274
7. Continue on W. Central Street
8. Cross Speen Street
9. Right onto Mill Street
10. Left onto Burning Tree Road
11. Left onto Boden Lane
12. Left onto W. Central Street
13. Rest Stop - 182 W. Central Street
14. Right onto Mill Street
15. Cross Speen Street onto Pond Street
16. Right onto Campus Drive into school

THANK YOU TO OUR PREMIER NATIONAL SPONSOR  **NOVARTIS**

PRESENTED LOCALLY BY  **Biogen.**

The Elliot Lewis Center for Multiple Sclerosis Care Boston, Mass.	The Multiple Sclerosis Clinic at Newton-Wellesley Hospital Newton, Mass.	UMass Memorial Medical Center Multiple Sclerosis Clinic Worcester, Mass.
Partners Multiple Sclerosis Center at Brigham & Women's Hospital Boston, Mass.	Lahey Clinic Multiple Sclerosis Center Burlington, Mass.	Partners Pediatric Multiple Sclerosis Center Boston, Mass.
The Multiple Sclerosis Center at Beth Israel Deaconess Medical Center Boston, Mass.	Mt. Auburn Hospital El-Baz Center for Multiple Sclerosis and Devic's Disease Cambridge, Mass.	Multiple Sclerosis Center at Maine Medical Partners Neurology Scarborough, Maine

These centers are recognized by the National MS Society
as a Partner in MS Care: Comprehensive Care Center.

THANK YOU TO OUR PREMIER NATIONAL SPONSOR  **NOVARTIS**

PRESENTED LOCALLY BY  **Biogen.**

The Elliot Lewis Center for Multiple Sclerosis Care Boston, Mass.	The Multiple Sclerosis Clinic at Newton-Wellesley Hospital Newton, Mass.	UMass Memorial Medical Center Multiple Sclerosis Clinic Worcester, Mass.
Partners Multiple Sclerosis Center at Brigham & Women's Hospital Boston, Mass.	Lahey Clinic Multiple Sclerosis Center Burlington, Mass.	Partners Pediatric Multiple Sclerosis Center Boston, Mass.
The Multiple Sclerosis Center at Beth Israel Deaconess Medical Center Boston, Mass.	Mt. Auburn Hospital El-Baz Center for Multiple Sclerosis and Devic's Disease Cambridge, Mass.	Multiple Sclerosis Center at Maine Medical Partners Neurology Scarborough, Maine

These centers are recognized by the National MS Society
as a Partner in MS Care: Comprehensive Care Center.



Patricia O'Neil <poneil@natickma.org>

Nat MS Society Journey of Hope Charity Walk 5/13/17

2 messages

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

Tue, Apr 18, 2017 at 10:59 AM

Hi Brian. Can I get your recommendations for this. The request letter is dated November 2016 but this is the first I have heard about it -- I don't think the request was ever forwarded to me. I will put it on the May 1st agenda.

--

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



Request.pdf
452K

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

Tue, Apr 18, 2017 at 12:46 PM

Trish,

We would recommend approval with the understanding that two police detail officers be hired. as in past years, for this event. The detail officers will be "leap frogging" though the walk starting on Campus Drive at Natick High School and ending at the intersection of Mill/Pond/Speen Streets.

Respectfully submitted,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: 7:00 PM-Joint Meeting of Board of Selectmen and School Committee
with Massachusetts Legislators

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Topics of Discussion	4/26/2017	Cover Memo

Town of Natick
Massachusetts 01760
Home of Champions



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

April 25, 2017

Senator Karen Spilka
State House, Room 511C
Boston, MA 02133

Senator Richard Ross
State House, Room 520
Boston, MA 02133

Representative David P. Linsky
State House, Room 146
Boston, MA 02133

RE: Discussion Topics with Board of Selectmen and School Committee at May 1, 2017 Meeting

Honorable Senators and Representative:

The Board of Selectmen and School Committee have compiled the following list of topics for discussion at their joint meeting on May 1st, 2017. We appreciate each of you taking the time to discuss these and other issues and to update us on pending legislative initiatives. Discussion topics that have been identified by Board and Committee Members, as well as the Town and School Administrators, are as follows:

1. Please discuss the outlook for the State budget and impacts on municipalities in general, and Natick specifically, including the following:
 - State funding for roads and sidewalks (Chapter 90 funds) which have generally been level-funded for many years, whereas labor and material costs associated with this work have increased substantially, as has the need for road improvement work and associated community expectations.
 - Increases in unrestricted local aid and Chapter 70 funding, as well as the status of Senator Diaz-Chang's recent bill to amend the current funding.
 - Pending budget cuts to the Mass Cultural Council (MCC), which will negatively impact the arts community across MetroWest. Given the special and influential role that the arts community has played, and will continue to play, in revitalizing Natick Center, promoting our growing business community and enhancing Natick as a whole, the prospect of losing MCC support is of deep concern.
2. The current Eversource rate case proposes alternative electric rates for solar energy which, if approved, would have serious and negative implications for solar customers. It appears that these issues are not getting the attention they warrant due to the focus being on other aspects of Eversource's proposal. The biggest solar-related issue that could cause financial harm to the Town's municipal budget is a change to the B5 rate, which is the rate class we are currently using to generate net metering credits for our solar arrays. The Eversource proposal asks the DPU to (among many other things) consolidate more than 40 rate classes into 10, eliminating the B5 rate altogether. Eversource representatives have indicated we could see the B5 rate fall from its current value of 25

cents to as low as 3 cents, which would cause our solar projects to operate at a loss. It is our understanding that nearly all other commercial solar customers (public and private) would be in the same situation. We find it profoundly unfair for Eversource to even propose such a change which would effectively punish the many private, commercial and government customers that installed solar with certain expectations of its value; and discourage new installations. The Town of Natick and many others would lose a lot of money if this change is approved, and we are greatly concerned that this aspect of the rate case is being overlooked. We hope our legislative delegation will give this issue the attention it warrants and urge their colleagues to do the same.

3. We would also ask for your leadership and collaboration in the development of policies, incentives and initiatives in support of affordable housing, with priority for senior housing, and particularly programs designed to keep seniors in their own communities.
4. Please discuss programs to help elders remain in their homes, including property tax relief and support for low-interest home repair programs.
5. We would ask for your partnership with the Town of Natick and other communities in fighting the opioid addiction issue; provide additional resources to communities; keep the topic of addiction, particularly opiate abuse, at the forefront of the legislative agenda; and provide briefings on efforts already active at the State level.
6. Please discuss a multi-pronged, state-wide approach to human trafficking, involving prevention and awareness education, crisis intervention and social services, medical/public health screening and referrals, law enforcement partnerships, and regulatory strategies, the concern being that a "town-by-town" approach is ineffective.
7. Please discuss additional legislation being considered relative to the following:
 - Recreational marijuana
 - Charter schools

Again, thank you for the service and support each of you provides to the Natick community and its residents. We look forward to our upcoming meeting.

Sincerely,



Jonathan Freedman
Chairman, Natick Board of Selectmen

JF/to

cc: Natick School Committee

ITEM TITLE: Alyssa Springer: Interview for Appointment to the Community Development Advisory Committee (5/2/17-5/1/20)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
CDAC Packet	4/27/2017	Cover Memo
Composition of the Board	4/27/2017	Cover Memo



Town of Natick

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

BOARD DETAILS



OVERVIEW



SIZE 7 Seats



TERM LENGTH 36 Months



TERM LIMIT

The Community Development Advisory Committee (CDAC) is charged with serving as the Towns Fair Housing Committee and acting as an advisory board and resource in carrying out the major goals identified in the Towns Housing Plan and the Consolidated Plan, participating in the development of housing and community programs, and providing input and guidance for any plans under consideration for the future.



DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION
WEBSITE



Town of Natick

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

BOARD ROSTER



LAURA DUNCAN

1st Term Jul 01, 2013 - Jun 30, 2016

Position Vice-Chairman/Banking Rep.

Appointed by Board of Selectmen



GLEN GLATER

3rd Term Jul 01, 2009 - Jun 30, 2020

Position Planning Board Representative

Appointed by Board of Selectmen



GANESH RAMACHANDRAN

1st Term Oct 26, 2015 - Jun 30, 2018

Position Real Estate/Home Building Rep

Appointed by Board of Selectmen



SUSAN SALAMOFF

1st Term May 16, 2016 - Jun 30, 2017

Position Board of Selectmen Rep.

Appointed by Board of Selectmen



VACANCY



VACANCY



VACANCY

I have been an architect for over 14 years in the Metro Boston area. I have worked in commercial architecture throughout Boston and the suburbs and have a great deal of experience in projects from a 100,000 sf educational building to minor office renovations.

I enjoy solving the puzzles that are inherent in every design project. Above all, I enjoys working with great teams to put together interesting projects. I find that with a good team, even unforeseen circumstances can be resolved through thoughtful discussions about the options best suited for the project.

I was educated at Northeastern University, and have worked with local design firms since earning my master's degree. In my career, I have worked on projects ranging from a field station to support a biologist's lab research to the conversion of an 1800s house into a cooking school for local residents. In these projects, I worked closely with client representatives to determine program requirements and with engineering consultants to ensure that all requirements are met. Most recently, I have worked at Sierra Architects in Waltham, MA and have a broad range of commercial clients across the metrowest.

My husband and I have been home owners in Natick since 2010, before our oldest daughter was born. When I am not working, I enjoy spending time with my family in the thriving community we call home. Together with my husband and daughters, I take advantage of the variety of local offerings in Natick.

I am also a supportive volunteer for cultural and children-focused organizations. I have served on the committee of Kidsbuild for the Boston Society of Architects, acting as co-chair of the committee for my final active year. I have also served as a volunteer at a number of local organizations including Horizons for Homeless Children and the Quincy Animal Shelter and the Family Promise Metrowest. My family and I also fundraise for the MS Society annually and participate in the MS Walk in Concord each April.

Education

Master of Architecture, Northeastern University

Boston, MA

Bachelor of Science, Architecture, Northeastern University

Boston, MA

Professional Experience

Architectural Licenses in Massachusetts since 2008 and New Hampshire since 2015

LEED Accredited Professional since 2008

Sierra Architects, Waltham, MA - 2015-Present

Beacon Architectural Associates, Boston, MA - 2007-2015

Perry and Radford Architects, Cambridge, MA - 2005-2007

Studio-G Architects, Jamaica Plain, MA - 2002-2004

Professional Affiliations

American Institute of Architects/Boston Society of Architects

National Council of Architectural Registration Board

United States Green Building Council

NAIOP Commercial Real Estate Development Association

Civic

Kidsbuild! Co-Chair, Committee Member and Volunteer

Family Promise Metrowest Volunteer

Horizons for Homeless Children Volunteer

Team Captain, Concord MS Walk

Profile

Alyssa

First Name

Springer

Last Name

Middle Initial

apspringer@yahoo.com

Email Address

230 Bacon Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

Precinct 7

What district do you live in?

Home: (617) 849-2805

Primary Phone

Home: (617) 849-2805

Alternate Phone

Sierra Architects

Employer

Architect

Job Title

Which Boards would you like to apply for?Community Development Advisory Committee

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 since 2010. I am a voter and active member of the community as well as an architect. I would like to be an active participant in the positive growth of our town.

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

☐ Yes ☒ No

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

I am a licensed and LEED accredited architect. I have worked in the metro Boston area as an architect for over 14 years. I think my design skills and understanding of building and construction will assist in helping to make positive changes in our community development.

Please list any professional affiliations.

Licensed Architect, Boston Society of Architects, US Green Building Council, NAIOP, American Society of Architects.

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

I am passionate about volunteering and local libraries. I also enjoy running.

[resume2017.pdf](#)

Upload a Resume

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE COMPOSITION

The composition of the committee consists of:

- One member of the Board of Selectmen – **Sue Salamoff**
- One member of the Planning Board- **Glenn Glater**
- A citizen in Natick actively engaged in the banking industry or a representative of a bank located in Natick – **Laura Duncan**
- A citizen in the real estate business/residential home building business – **Ganesh Ramachandran** (Architect)
- One Citizen-at-large - **Vacant**
- A citizen representing low and moderate income neighborhood - **Vacant**
- A youth representative - **Vacant**

ITEM TITLE: Treasurer: Authorize Bond for MWRA Borrowing
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Sewer Bond Vote	4/27/2017	Cover Memo

VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Natick, Massachusetts, certify that at a meeting of the board held May 1, 2017, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the sale of the \$40,200 Sewer Bond of the Town dated May 15, 2017, to Massachusetts Water Resources Authority (the "Authority") is hereby approved and the Town Treasurer or other appropriate Town official is authorized to execute on behalf of the Town a Loan Agreement and a Financial Assistance Agreement with the Authority with respect to the bond. The bond shall be payable without interest on May 15 of the years and in the principal amounts as follows:

<u>Year</u>	<u>Installment</u>	<u>Year</u>	<u>Installment</u>
2018	\$4,020	2023	\$4,020
2019	4,020	2024	4,020
2020	4,020	2025	4,020
2021	4,020	2026	4,020
2022	4,020	2027	4,020

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing vote.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the bond were taken in executive session, all in accordance with G.L. c.30A, §§18-25 as amended.

Dated: May 1, 2017

Clerk of the Board of Selectmen

ITEM TITLE: Affordable Housing Trust: Authorization to Remove Trees in the Vicinity of
299 Bacon Street

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
MGL Ch 87, Sec 4	4/27/2017	Cover Memo
Memo-T. Fields	4/28/2017	Cover Memo
Memo-R. Johnson	5/1/2017	Cover Memo

Part I	ADMINISTRATION OF THE GOVERNMENT
Title XIV	PUBLIC WAYS AND WORKS
Chapter 87	SHADE TREES
Section 4	CUTTING DOWN OR REMOVING PUBLIC SHADE TREES; APPROVAL OF SELECTMEN OR MAYOR

Section 4. Tree wardens shall not cut down or remove or grant a permit for the cutting down or removal of a public shade tree if, at or before a public hearing as provided in the preceding section, objection in writing is made by one or more persons, unless such cutting or removal or permit to cut or remove is approved by the selectmen or by the mayor.



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING
PLANNING
ZONING
CONSERVATION

MEMORANDUM

To: Natick Board of Selectmen

From: Ted Fields, Community & Economic Development Depart *Ted Fields*

Date: April 27th, 2017

Subject: Proposed removal of public street trees along Bacon Street

Cc: Jeremy Marsette, Director of Public Works, Randy Johnson, Natick Affordable Housing Trust

The Natick Affordable Housing Trust is building a two-dwelling residence with on vacant land at 299 Bacon Street. These units will be affordable to low and moderate-income tenants, and will count towards Natick's Subsidized Housing Inventory for compliance with MGL Ch. 40b. In January of 2017, the Town and the Trust engaged the Town's consulting engineers, Haley and Ward Inc. to prepare bid documents and drawings for a gravity sewer connection linking the Trust's property at 299 Bacon Street with the existing public sewer line that terminates further west by #312 Bacon Street. Construction of this connection will require some street trees to be removed on the north side of the Bacon Street right of way, as shown in Figures 1 and 2. Haley and Ward and the Department of Public Works believe the presence of existing water lines beneath the Bacon Street roadway complicate placement of the sewer connection there, and both recommend locating the sewer connection on the northern shoulder of Bacon Street (on town property and land owned by Bernardi Honda, which has an auto dealership between Bacon Street and Route 9).

Although up to nine trees (six on the Bacon Street shoulder and



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

three on land owned by Bernardi Honda) will have to be removed for construction, remaining trees and vegetation should be sufficient to screen the Bacon Street corridor from Route 9 and abutting commercial properties. Bernardi Honda has granted permission for removing the marked trees to permit construction of the sewer connection.



Figure 1



Figure 2

Natick Affordable Housing Trust Fund

MEMO

Dt: April 30, 2017
To: Natick Board of Selectman
c/o Jonathan Freedman, Chair
Fr: Randy Johnson, Natick Affordable Housing Trust Fund
Cc: Ted Fields
Jamie Errickson
Jeremy Marsette
Gregory Eldridge
John Digiacomio
Jay Ball
Laura Duncan

In the design of the duplex at 299-301 Bacon, the architect and the Natick Affordable Housing Trust Fund took great care in the preservation of as many of the trees on the site as possible.

Initially, we were anticipating the installation of an on-site septic system, which would have required much more extensive clearing. The switch to the sewer has allowed us to preserve many more on the property of the duplex.

As part of the gravity sewer design, Greg Eldridge, VP at Haley and Ward, Inc., did an exhaustive study of possible routes for the gravity sewer. One factor that affected the route was the presence of two existing domestic water mains, large pipes, that run under the paved area of the Bacon Street right of way. One is an 18" and the other is a 20". This greatly complicated the installation of the gravity sewer in the paved area of Bacon. Of concern was:

1. Potential disturbance of the water mains
2. Need for separation of sewer lines from water mains.
3. Public safety issues, whereby the entire street would likely be closed

Consequently, the option of running the sewer main mainly outside of the paved area, on the north side of the right of way, was chosen. Mr. Eldridge noted that some tree removal, including some on the Bernardi property and one on the 299-301 property would be required. However, this approach, in the opinion of the engineer, Natick DPW, Natick Planning Department and the Trust, appeared to be the most feasible option.

Trees slated for removal have been indicated on Haley and Ward design drawings. Additionally, trees have been marked by the Tree Warden. Aware that there is concern about the loss of screening of the Bernardi property to the north, a compilation of aerial views, the design drawings and photographs have been produced to assist in the review of this issue.

Additionally, on April 30, 2017, I personally inspected the trees slated for removal, and have the following observations:

1. With the exception of one severely compromised pine, all the trees are deciduous. As such, screening in the fall, winter and early spring is very limited.
2. The Bernardi property has planted a row of evergreen planting at the edge of their parking area.

Natick Town Hall
13 East Central Street
Natick, MA 01760

Bacon Street Sewer Installation / Tree removal

Page 2 of 2

3. The removal of the proposed trees constitutes only about 10% of the total amount of the trees between Bacon Street and the Bernardi property.
4. Much of the screening produced by the trees is in the canopy layer – the lower trunk areas have few branches.
5. The depth of the wooded area varies from about 100' at the eastern end to about about 50' at the western end.
6. The existing trees slated for removal are very close to an existing overhead utility line on the north side of Bacon. Removal will minimize potential damage to this installation.

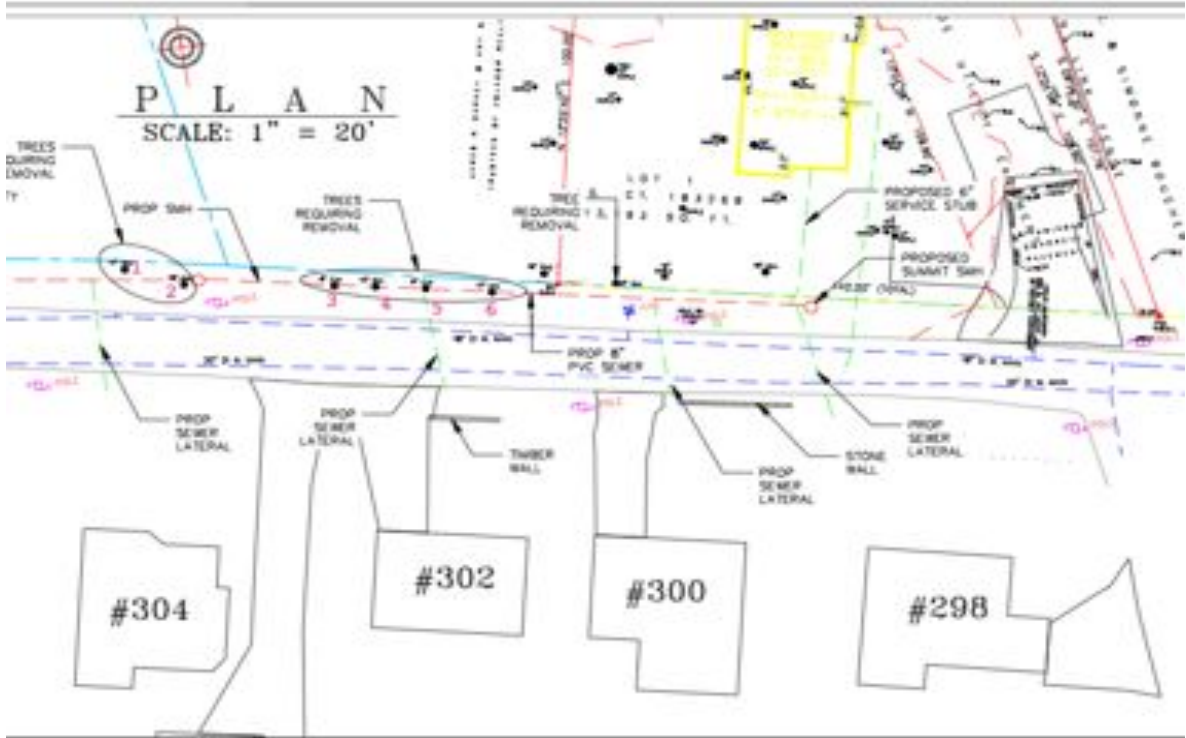
I previously noted the Trust's interest in tree preservation. Trees have a multitude of values: aesthetic, micro-climate, oxygen producing, carbon dioxide reduction and of course, visual screening. To accomplish the sewer installation, a public interest project that will provide abutting properties the ability to eliminate on-site septic systems, some of which are not Title V compliant, and are located in a nitrogen sensitive zone in proximity to a town well and bodies of water, some trees need to be sacrificed.

A sacrifice is something you give up to accomplish a greater purpose. This is the request to the Board of Selectman. In support of this request, this approach will allow sewer installation to be done in the least disruptive manner. Additionally, we observe that the overall loss of screening will be minimal.

End of Memo

Attachment:

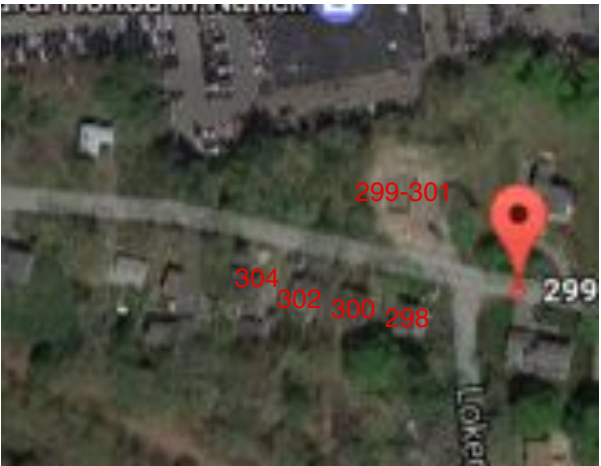
Tree removal diagram



SEWER CONSTRUCTION PLAN - SHOWING PROPOSED TREE REMOVALS



TREES FOR REMOVAL IN RIGHT OF WAY



AERIAL VIEW SHOWING DEPTH OF
WOODED AREA - HOUSE CONSTRUCTION
HAS STARTED



AERIAL VIEW SHOWING
APPROXIMATE TREE AND HOUSE LOCATIONS

ITEM TITLE: Public Hearing: Change of Address from 24 Prime Parkway to 24 Superior Drive-Franchi Management Company

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	4/24/2017	Cover Memo
Safety Committee Recommendations - Jan-Feb 2017	4/26/2017	Cover Memo

PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK

The Board of Selectmen will conduct a public hearing on Monday, May 1, 2017, 7:00 p.m., Natick Town Hall, Edward H. Dlott Meeting Room, 13 East Central Street, Natick, MA for a change of address from 24 Prime Parkway to 24 Superior Drive.

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

A handwritten signature in black ink, appearing to read "R. Jennett, Jr.", with a stylized flourish at the end.

Richard P. Jennett, Jr., Clerk



TOWN OF NATICK

SAFETY COMMITTEE RECOMMENDATIONS

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

NATICK POLICE DEPARTMENT SAFETY COMMITTEE JANUARY – FEBRUARY 2017

AGENDA ITEM	RECOMMENDATION	DATE
Traffic Rules and Orders	Safety Committee and Chief Hicks recommend to Board of Selectmen to approve updated Traffic Rules and Orders.	February 28, 2017
Request to install MUTCD approved Stop Sign, Stop Line and stenciled “Stop” on Wentworth Road at Terrane Road.	Committee VOTED to recommend to Board of Selectmen to install MUTCD approved Stop Sign, Stop Line and stenciled “Stop” in roadway on eastbound side of Wentworth Road at Terrane Road.	January 17, 2017
Lakeside Campus Drive	Committee VOTED to allow MathWorks to name private driveway on MathWorks Campus “Lakeside Campus Drive”. As this is a private drive a vote by Board of Selectmen is not necessary.	January 17, 2017
Request to remove “No Parking Signs” on Morency Street	Based on opinion of Town Counsel. Committee VOTED to recommend to Board of Selectmen to rescind vote taken by Board of Selectmen on October 23, 1995 to Post “NO PARKING” signs across from 53 Morency Street, as Morency Street is an unaccepted way.	February 28, 2017

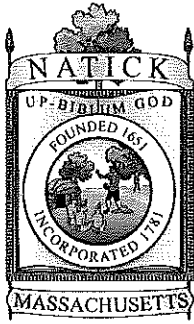
Request for Address Change (Building Owner will need 2-3 month lead time to allow for tenants to plan accordingly)	Committee VOTED to recommend to Board of Selectmen to hold a Public Hearing to change address of 24 Prime Parkway to 24 Superior Drive. Thus eliminating all references to the use of Prime Parkway which no longer exists.	February 28, 2017
--	---	-------------------

ITEM TITLE: Eli's BBB Inc.: Application for a Common Victualer's License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
CV Application	4/25/2017	Cover Memo
Police Recommendation-Positive	4/25/2017	Cover Memo



TOWN OF NATICK

COMMON VICTUALER LICENSE APPLICATION

For Calendar Year 2017

Date Submitted 3/8/17

- ☒ New
☐ Renewal

The undersigned hereby applies for a Common Victualer License in accordance with the provisions of the Statutes relating thereto:

- ☐ Common Victualer License Only
☐ Common Victualer with Liquor License

Name of Person, Firm, or Corporation Making Application:

ELI'S BBB, INC.

Name of Establishment (d/b/a) ELI'S (BREAKFAST-BURGERS-BREWS)

Address of Establishment 12 WASHINGTON ST.

Mailing address (if different from establishment) _____

P.O. Box 325 VINEYARD HAVEN, MA 02568

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

ELIAS GIANNAKOPOULOS

Email Address ELI@ELISBBB.COM Phone (413) 221-7498

Manager of Establishment ELIAS GIANNAKOPOULOS

Email Address ELI@ELISBBB.COM Phone (413) 221-7498

If Business is a Corporation, Corporate Name and Officers ELI'S BBB INC

ELIAS GIANNAKOPOULOS, KATELYNN GIANNAKOPOULOS

If Business is an LLC, List of Members _____

Establishment's Days and Hours of Operation TUESDAY - SUNDAY 2 AM - 3 PM

Number of Staff 210-15

Number of Seats 50-52

Has a Certificate of Occupancy been issued?

If not, expected date of issuance 4/15/17

Have Board of Health Permits been issued?

If not, expected date of issuance 4/15/17

Additional Information Requested by the Town of Natick P

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

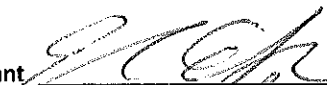
-4941067

Date of Birth 8/2/1983

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

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

Signature of Applicant



Date

3/8/17

By Corporate Officer
(If applicable)



Date

3/8/17

Please submit the following with your application:

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. \$50.00 Application fee (checks made payable to the Town of Natick)

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

Office Use Only:

Date Pmt Rec'd:

Fee Paid: \$

Check No:

Does application meet all applicable zoning by-laws?



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

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: ELI'S BBR INC.

Address: 12 WASHINGTON ST

City/State/Zip: NATICK, MA 01760 Phone #: C: (413) 221-7498 W: 508-647-4024

Are you an employer? Check the appropriate box:

1. ☒ I am a employer with ≈ 10 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

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

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: FITTS INSURANCE AGENCY

Insurer's Address: 2 WILLOW ST. SUITE 102 SOUTHBOROUGH, MA 01745

City/State/Zip: SOUTHBOROUGH, MA 01745

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

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: [Signature] Date: 2/21/17

Phone #: (413)-221-7498

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 Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017

Tel. # 617-727-4900 ext 7406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia



Corporations Division

Business Entity Summary

ID Number: 001255810

[Request certificate](#)[New search](#)Summary for: **ELI'S BBB, INC.**

The exact name of the Domestic Profit Corporation: ELI'S BBB, INC.		
Entity type: Domestic Profit Corporation		
Identification Number: 001255810		
Date of Organization in Massachusetts: 01-12-2017		
Last date certain:		
Current Fiscal Month/Day: 12/31		
The location of the Principal Office: Address: 12 WASHINGTON STREET City or town, State, Zip code, NATICK, MA 01760 USA Country:		
The name and address of the Registered Agent: Name: ELIAS G. GIANNAKOPOULOS Address: 12 WASHINGTON STREET City or town, State, Zip code, NATICK, MA 01760 USA Country:		
The Officers and Directors of the Corporation:		
Title	Individual Name	Address
PRESIDENT	ELIAS G GIANNAKOPOULOS	12 WASHINGTON STREET NATICK, MA 01760 USA
TREASURER	KATELYNN P GIANNAKOPOULOS	12 WASHINGTON STREET NATICK, MA 01760 USA
SECRETARY	ELIAS G GIANNAKOPOULOS	12 WASHINGTON STREET NATICK, MA 01760 USA
DIRECTOR	ELIAS G GIANNAKOPOULOS	12 WASHINGTON STREET NATICK, MA 01760 USA
DIRECTOR	KATELYNN P GIANNAKOPOULOS	12 WASHINGTON STREET NATICK, MA 01760 USA
Business entity stock is publicly traded: <input type="checkbox"/>		

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	200,000	\$ 0.00	100

☐ Consent☐ Confidential Data☐ Merger Allowed☐ Manufacturing**View filings for this business entity:**

ALL FILINGS
Administrative Dissolution
Annual Report
Application For Revival
Articles of Amendment
Articles of Chapter Surrender

[View filings](#)**Comments or notes associated with this business entity:**[New search](#)

PURCHASE AND SALE AGREEMENT

I. PREAMBLE

This Purchase and Sale Agreement between Richard Prioli and Stephanie Spinosa (**hereinafter "Seller"**) and Elias Giannacopoulos and Katelynn Giannacopoulos (**hereinafter "Buyer"**), sets forth the terms and conditions upon which the Seller shall sell, and the Buyer shall purchase, the restaurant equipment set forth in the attached Bill of Sale located at 12 Washington Street, Natick, Massachusetts.

II. TITLE

At the time of sale, the Seller shall deliver to the Buyer the Business by Warranty Bill of Sale in the form annexed hereto as Exhibit "A".

III. PURCHASE PRICE

The purchase price to be paid by the Buyer to the Sellers for the equipment is \$40,000.00.

IV. PAYMENT TERMS

The Buyer shall pay the Purchase Price required herein as follows:

- a. \$4,000.00 of said amount shall be paid as an initial deposit upon the signing of this Agreement; and,
- b. \$36,000.00 of said amount shall be paid as an additional deposit at the time of closing.

V. TIME FOR PERFORMANCE

Sale shall take place on the 31st day of January 2017 at the offices of Seller's Attorney, Dennis R. Brown, 869 Concord Street, Framingham, Massachusetts, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement.

VI. ACCEPTANCE

The acceptance of a bill of sale by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of the Seller herein contained, whether implied or express, except such as by the terms hereof, if any, are to be performed after the delivery of said bill of sale.

VII. NO BROKERS

The Seller and the Buyer represent and warrant to each other

that no corporation, business or person is entitled to a commission in connection with the sale herein or on account of any acts on their part.

VIII. DEPOSIT

All deposits made hereunder shall be held by the Seller's attorney listed below subject to the terms of this Agreement and shall be duly accounted for under this Agreement. If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made herein by the Buyer may, at the option of the Seller, be retained as liquidated damages.

IX. NOTICES

Any and all notices required pursuant to the Purchase and Sale Agreement and/or Addenda thereto shall be forwarded postage prepaid, certified mail, return receipt requested, in hand delivery; or, facsimile transmission with U.S. mail followup, acknowledged as follows:

To Seller: c/o Attorney Dennis R. Brown
Dennis R. Brown, P.C.
869 Concord Street
Framingham, Massachusetts 01701
Phone No: (781) 431-1340
Fax No: (781) 237-8906
E-Mail: dennis@drblaw.com

To Buyer: c/o Attorney John P. Burke
Burke & Burke, Inc.
5 Washington Street
Sherborn, Massachusetts 01770
Phone No: (508) 653-5252
Fax No: (508) 651-7869
E-Mail: john@johnburkelaw.com

X. INDEMNIFICATION

The Seller shall defend, indemnify, and hold harmless the Buyer against and in respect of any and all claims, losses or damages resulting from or arising out of Seller's occupancy and operation of the their former business and ownership of the assets up to, through and including the Closing Date and any and all actions, suits, proceedings, claims, demands, judgments, costs, and expenses.

The Buyer shall defend, indemnify, and hold harmless the Seller against and in respect of any and all losses or damages resulting from or arising out of Buyer's ownership of the assets after the Closing Date and any and all actions, suits, proceedings, claims, demands, judgments, costs, and expenses.

XI. CONFIDENTIALITY

Buyer has requested Seller to provide certain confidential information consisting of tax returns, a profit and loss statement and a income statement (the "Confidential Information"), which Seller will provide only after receipt of 4 original copies of this Agreement signed by the Buyer. Buyer, in exchange for Seller's delivery of the Confidential Information to Buyer, warrants and represents to the Seller that such Confidential Information will be delivered only to Buyer's prospective lender and that such Confidential Information will not be copied by Buyer, will not be shown or disclosed to any other person or entity and Buyer will take all necessary steps to preserve the private nature of such Confidential Information. Buyer shall obtain from lender and/or lender's authorized representative a written statement agreeing to preserve the protection of the private nature of the Confidential Information and not to share such information with any person or entity not associated with the lender. Buyer shall provide the Seller with a copy of any such signed statement promptly after receipt of the same. Buyer acknowledges to Seller that the terms and conditions of this paragraph XI are of the utmost importance to the Seller and that any breach of the provisions hereof will be considered as a substantial default entitling the Seller to retain any and all deposits delivered in accordance with the terms of this agreement and any other damages and/or remedy as may be available to the Seller, including without limitation, injunctive relief against the Buyer and any other non-privileged person or entity to whom such Confidential Information may have been shared in violation of this agreement.

XII. CONSTRUCTION OF AGREEMENT

The failure by the Seller to insist in any instance upon the strict performance of any of the terms hereof shall not be construed as a waiver of such term or terms for the future, and the same shall nevertheless continue in full force and effect. In the event of conflict between any exhibit of this agreement with the remaining provisions of this agreement, such exhibit shall control the interpretation of this agreement. In the event any part of this agreement shall be held invalid, such invalidity shall not invalidate the whole agreement, but the remaining portions of this agreement shall continue to be valid and binding. Whenever called upon to do so by the other party, each party shall forthwith execute, acknowledge and deliver to or for the other party without consideration any and all deeds, assignments, bills of sale or other instruments that may be necessary or convenient to carry out the provisions of this agreement. The parties have incorporated in this agreement their entire understanding. No oral statement or prior written matter, extrinsic to this agreement, shall have any force or effect. No party is relying on any representations other than those expressly set forth herein. The parties acknowledge that they are entering into this agreement freely and voluntarily; that they have sought and obtained legal advice independently of each other or that they freely knowing and voluntarily waive the

right to seek or obtain legal counsel; that they have been duly apprised of their respective legal rights or have freely, knowingly and voluntarily waived the opportunity to be so apprised; that all the provisions hereof as well as all questions pertinent hereto have been fully and satisfactorily explained to them; that they have read each provision of this Agreement line by line; that they have given due consideration to such provisions and questions; and that they clearly understand and assent to all the provisions hereof. The Buyer hereby specifically acknowledges that the Seller is represented by Attorney Dennis R. Brown and that Brown has made no representations to them concerning the meaning or effect of this agreement and that they fully understand that Attorney Brown represents the Seller only and no other party in connection with this agreement. The obligations of any person identified as Buyer hereunder shall be joint and several and each does hereby irrevocably and unconditionally guarantee the performance of each other's obligations under this Agreement and hereby waives demand and notice of default or of nonpayment and all and every other demand or notice and all suretyship defenses. This agreement shall not be assigned by the Buyer without the prior written consent of the Seller. In construing this Agreement, feminine or masculine pronouns shall be substituted for those of neuter form and vice versa, and the plural for singular and singular for plural in any place where the context may require.

RICHARD PRIOLI - SELLER

DATE

STEPHANIE SPINOSA - SELLER

DATE

ELIAS GIANNACOPOULOS - BUYER

DATE

KATELYNN GIANNACOPOULOS - BUYER

DATE

EXHIBIT "A"

WARRANTY BILL OF SALE

Richard Prioli and Stephanie Spinosa (**hereinafter "Seller"**) hereby grant, convey, and deliver to Elias Giannacopoulos and Katelynn Giannacopoulos (**hereinafter "Buyer"**) with warranty covenants all right, title and interest it may have to any of the following described property:

Anets Grill 4x30
Southbend stove 10 burners with 2 large ovens
US Range Charbroiler 36" hot plate with Delfield 2 drawer
under refridgerator
Vulcan frylator 35-40#2 baskets hose
Berkel meat slicer 12" with self continual sharpener
CMA dishwasher single door low temp dish, cup & utility
racks
50"Stainless Steel table for dishes/65" stainless steel
drying table
Triple pot sink with 2 faucets, spray & hose
80lb.Grease Trap
Blodgett Convection ovens double stack 1 with steam/1with
bake timer
Adcraft Auto toaster conveyor
Walk in refrigerator-6'x10' with coated metro rack
shelving
Edessa Double door reach in refrigerator
Reach in refrigerator-Advanco
Triple Door Reach in freezer-True-new compressor 2014
Speed rack Aluminum 1
48" Sandwich unit with cutting surface 2 doors under with
all insert & covers
20' Stainless steel Hood with 3 vented fans
chafing dishes
coffee air pots china coffee cups
stainless ware-forks, knives & spoons
wine glasses
Champagne flutes
water glasses
soda glasses
tables and chairs
Dell computer screen
Aloha wait system from NCR 1 year old
printer
lucent phone system
Alarm system from Safe & Secure

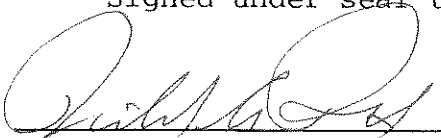
Seller warrants to Buyer that they stand seized of good clear title to the personalty described above; that there are no liens or encumbrances of any kind or nature now attaching to said

personalty; that they will defend Buyer from any and all claims which may be brought against Buyer or said personalty and that they will indemnify and save Buyer harmless from any and all claims, suits, costs, and expenses including attorney's fees which may arise as a result of any claim, lien, or encumbrance, against said personalty.

This conveyance is given under seal and is based upon good and lawful consideration as set forth in a certain Purchase and Sale Agreement by and between Seller and Buyer.

This instrument shall be construed and governed under Massachusetts Law.

Signed under seal this 11th day of January 2017.


RICHARD PRIOLI - SELLER

1/11/17
DATE

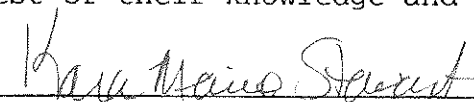

STEPHANIE SPINOSA - SELLER

1/11/17
DATE

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 11th day of January 2017, before me, the undersigned notary public, personally appeared RICHARD PRIOLI and STEPHANIE SPINOSA, proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the persons who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.


KARA MARIE STEWART - NOTARY PUBLIC
My commission expires: 02/03/2017

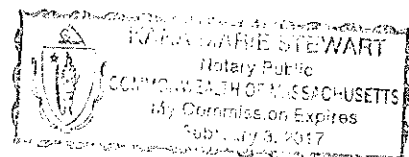


EXHIBIT "A"

WARRANTY BILL OF SALE

Richard Prioli and Stephanie Spinosa (**hereinafter "Seller"**) hereby grant, convey, and deliver to Elias Giannacopoulos and Katelynn Giannacopoulos (**hereinafter "Buyer"**) with warranty covenants all right, title and interest it may have to any of the following described property:

Anets Grill 4x30
Southbend stove 10 burners with 2 large ovens
US Range Charbroiler 36" hot plate with Delfield 2 drawer
under refridgerator
Vulcan frylator 35-40#2 baskets hose
Berkel meat slicer 12" with self continual sharpener
CMA dishwasher single door low temp dish, cup & utility
racks
50"Stainless Steel table for dishes/65" stainless steel
drying table
Triple pot sink with 2 faucets, spray & hose
80lb.Grease Trap
Blodgett Convection ovens double stack 1 with steam/1with
bake timer
Adcraft Auto toaster conveyor
Walk in refrigerator-6'x10' with coated metro rack
shelving
Edessa Double door reach in refrigerator
Reach in refrigerator-Advanco
Triple Door Reach in freezer-True-new compressor 2014
Speed rack Aluminum 1
48" Sandwich unit with cutting surface 2 doors under with
all insert & covers
20' Stainless steel Hood with 3 vented fans
chafing dishes
coffee air pots china coffee cups
stainless ware-forks, knives & spoons
wine glasses
Champagne flutes
water glasses
soda glasses
tables and chairs
Dell computer screen
Aloha wait system from NCR 1 year old
printer
lucent phone system
Alarm system from Safe & Secure

Seller warrants to Buyer that they stand seized of good clear title to the personalty described above; that there are no liens or encumbrances of any kind or nature now attaching to said

Donna Donovan <ddonovan@natickma.org>

Re: Beer & Wine License

1 message

Brian Lauzon <lauzon@natickpolice.com>
To: Donna Donovan <ddonovan@natickma.org>

Thu, Mar 30, 2017 at 10:27 AM

Donna,

After reviewing both the applications for the Beer and Wine license and CV license we would make a positive recommendation on both.

Respectfully,

Lt. Brian G. Lauzon

On Wed, Mar 29, 2017 at 3:46 PM, Donna Donovan <ddonovan@natickma.org> wrote:
Here you go

Donna Donovan
Senior Executive Assistant
Town of Natick
[508-647-6410](tel:508-647-6410)

On Wed, Mar 29, 2017 at 3:36 PM, Brian Lauzon <lauzon@natickpolice.com> wrote:
Please

On Mar 29, 2017 3:35 PM, "Donna Donovan" <ddonovan@natickma.org> wrote:
I have it. Do you want a copy?

Donna Donovan
Senior Executive Assistant
Town of Natick
[508-647-6410](tel:508-647-6410)

On Wed, Mar 29, 2017 at 3:13 PM, Brian Lauzon <lauzon@natickpolice.com> wrote:
Is there going to be a CV request with this also?

On Wed, Mar 29, 2017 at 2:32 PM, Donna Donovan <ddonovan@natickma.org> wrote:
Hi Brian,

Attached is a new beer and wine license application.

Thanks.

Donna Donovan
Senior Executive Assistant
Town of Natick
[508-647-6410](tel:508-647-6410)

ITEM TITLE: Public Hearing: Eli's BBB, Inc. - Application for a Restaurant Wine and Malt Beverage License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Eli's Beer and Wine Application	4/25/2017	Cover Memo
Police Recommendation-Positive	4/25/2017	Cover Memo

BURKE & BURKE
ATTORNEYS AT LAW
FIVE WASHINGTON STREET (ROUTE 16)
P.O. BOX 10
SHERBORN, MASSACHUSETTS 01770-0010
PHONE: (508) 653-5252
FAX: (508) 651-9276
e-mail: burkburk@aol.com

John P. Burke, P.C.

Board of Selectmen
Town of Natick
Attn: Donna Donovan
13 East Central Street
Natick, MA 01760

March 27, 2017

RE: Application for Retail Alcoholic Beverages License

Dear Ladies and Gentlemen:

This office represents Eli's BBB, Inc., a Massachusetts Corporation located at 12 Washington Street, Natick, MA. The principal officers and owners of the corporation are Elias G. Giannakopoulos and Katelynn Giannakopoulos. On behalf of my clients, I am submitting herewith an application for a Retail Alcoholic Beverage License, to serve wine and malt beverages, only, at the above location.

In connection therewith I have enclosed the following:

1. Check payable to the Town of Natick - \$250.00 - Application Fee
2. Check payable to the Commonwealth of Massachusetts - \$200.00 - Application Fee
3. ABCC Monetary Transmittal Form
4. Application for Retail Alcoholic Beverage License
5. Beneficial Interest Statement – Elias G. Giannakopoulos
6. Beneficial Interest Statement – Katelynn Giannakopoulos
7. CORI Request Form – Elias G. Giannakopoulos
8. CORI Request Form – Katelynn Giannakopoulos
9. Corporate Certificate of Vote
10. Corporate Articles of Organization
11. Good Standing Certificate
12. Lease
13. Resume, TIPS Certification & Passport – Elias G. Giannakopoulos
14. Resume, TIPS Certification & Passport – Katelynn Giannakopoulos
15. Floor Plan – 12 Washington Street, Natick

RECEIVED

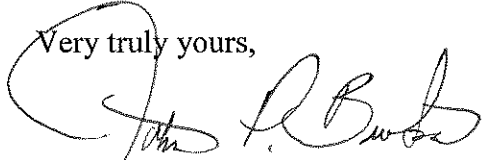
MAR 28 2017

BOARD OF SELECTMEN
NATICK, MA

Please let me know if you need any further information.

Thank you.

Very truly yours,

A handwritten signature in cursive script, appearing to read "John P. Burke". The signature is written in dark ink and is positioned to the right of the text "Very truly yours,".

John P. Burke, Esq.

Encl.



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

Print Form

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

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

ECRT CODE: RETA

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

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

CHECK NUMBER 1004

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME Eli's BBB, Inc.

ADDRESS 12 Washington Street

CITY/ TOWN Natick STATE MA ZIP CODE 01760

TRANSACTION TYPE (Please check all relevant transactions):

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

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

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



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

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact) Eli's BBB, Inc.

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

2. RETAIL APPLICATION INFORMATION

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

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

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

☐ Yes ☒ No

Chapter

Acts of

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

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

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

Natick

On/ Off-Premises

On-Premises

TYPE

\$12 General On-Premises

CATEGORY

Wines and Malt Beverages

CLASS

Annual

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Elias

Middle: G.

Last Name: Giannakopoulos

Title: Owner

Primary Phone: 413-221-7498

Email: e_giannakopoulos@yahoo.com

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.

B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Elias G. Giannakopoulos	President/Shareholder	50	
Katelynn P. Giannakopoulos	Treasurer/Shareholder	50	

For additional space, please use next page

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

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

Floor Number	Square Footage	Number of Rooms
1	1,708 sf	2

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

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

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

Lease Beginning Term

Lease Ending Term

Rent per Month

Rent per Year

Landlord Name

Landlord Phone

Landlord Address

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

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

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

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

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

Entity Name:	Eli's BBB, Inc.	FEIN:	81-4941067
DBA:		Fax Number:	
Primary Phone:	413-221-7498	Email:	e_giannakopoulos@yahoo.com
Alternative Phone:	413-426-5220	Legal Structure of Entity	Corporation

Business Address (Corporate Headquarters)

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

Street Number:	12	Street Name:	Washington Street
City/Town:	Natick	State:	MA
Zip Code:	01760	Country:	USA

Mailing Address

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

Street Number:	12	Street Name:	Washington Street
City/Town:	Natick	State:	MA
Zip Code:	01760	Country:	USA

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

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

☐ Yes ☐ No

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☒ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action:

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

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

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

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No
If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☒ Yes ☐ No

If yes, please list the licenses for which you are the current or proposed manager:

Martha's Vineyard Chowder House
 9 Oak Bluffs Avenue
 Oak Bluffs, MA 02442

Do you have direct, indirect, or financial interest in this license? ☐ Yes ☒ No

If yes, percentage of interest

If yes, please indicate type of Interest (check all that apply):

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

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

Employment Information of Proposed Manager

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

Date(s)	Position	Employer	Address	Phone
2005-2012	General Manager	Dolphin Seafood Restaurant	12 Washington St., Natick, MA 01760	508-655-0669
2012-2017	General Manager	Martha's Vineyard Chowder House	9 Oak Bluffs Ave, Oak Bluffs, MA 02552	508-696-3000

Prior Disciplinary Action of Proposed Manager

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

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	0
B. Purchase Price for any Business Assets	40,000.00
C. Costs of Renovations/Construction	20,000.00
D. Purchase Price of Inventory	1,000.00
E. Initial Start-Up Costs	0
F. Other (Please specify)	0
G. Total Cost (Add lines A-F)	61,000.00

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Elias G. Giannakopoulos	30,500.00
Katelynn Giannakopoulos	30,500.00
Total:	61,000.00

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
0			
Total:			

10. PLEDGE INFORMATION

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

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

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license?

☐ Yes ☐ No

Does the lease require a pledge of this license?

☐ Yes ☐ No

APPLICANT'S STATEMENT

I, Elias G. Giannakopoulos the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of Eli's BBB, Inc., hereby submit this application for Liquor License
Name of the Entity/Corporation Transaction(s) you are applying for

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

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

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

Signature:

Elias G. Giannakopoulos

Date:

3/9/17

Title:

PRESIDENT

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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

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

Salutation	<input type="text" value="Mr."/>	First Name	<input type="text" value="Elias"/>	Middle Name	<input type="text" value="G."/>	Last Name	<input type="text" value="Giannakopoulos"/>	Suffix	<input type="text"/>
Title:	<input type="text" value="Owner"/>		Social Security Number	<input type="text" value="REDACTED"/>		Date of Birth	<input type="text" value="8/2/1983"/>		
Primary Phone:	<input type="text" value="413-221-7498"/>			Email:	<input type="text" value="e_giannakopoulos@yahoo.com"/>				
Mobile Phone:	<input type="text"/>			Fax Number	<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="12"/>	Street Name:	<input type="text" value="Washington Street"/>
City/Town:	<input type="text" value="Natick"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="01760"/>	Country:	<input type="text" value="USA"/>

Mailing Address

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

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>
City/Town:	<input type="text"/>	State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Types of Interest (select all that apply)

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

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☒ Yes ☐ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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

50%

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

Ownership / Interest

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

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

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

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

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

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

Prior Disciplinary Action

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

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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

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

Salutation	<input type="text" value="Ms."/>	First Name	<input type="text" value="Katelynn"/>	Middle Name	<input type="text" value="P."/>	Last Name	<input type="text" value="Giannakopoulos"/>	Suffix	<input type="text"/>
Title:	<input type="text" value="Owner"/>		Social Security Number		<input type="text" value="REDACTED"/>		Date of Birth		<input type="text" value="2/27/1983"/>
Primary Phone:	<input type="text" value="413-426-5220"/>		Email:		<input type="text" value="katelynnsweeney@gmail.com"/>				
Mobile Phone:	<input type="text"/>		Fax Number		<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="12"/>	Street Name:	<input type="text" value="Washington Street"/>
City/Town:	<input type="text" value="Natick"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="01760"/>	Country:	<input type="text" value="USA"/>

Mailing Address

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

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>
City/Town:	<input type="text"/>	State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Types of Interest (select all that apply)

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

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☒ Yes ☐ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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

50%

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

Ownership / Interest

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

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

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

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

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

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

Prior Disciplinary Action

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

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



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:	Eli's BBB, Inc.	CITY/TOWN:	Natick
--	--	----------------	-----------------	------------	--------

APPLICANT INFORMATION

LAST NAME:	Giannakopoulos	FIRST NAME:	Elias	MIDDLE NAME:	G.			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Springfield, MA					
DATE OF BIRTH:	08-02-1983	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Hibbard	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	6	3	WEIGHT:	265	EYE COLOR:	Blue
CURRENT ADDRESS:	50 Central Avenue							
CITY/TOWN:	Salisbury	STATE:	MA	ZIP:	01952			
FORMER ADDRESS:								
CITY/TOWN:		STATE:		ZIP:				

PRINT AND SIGN

PRINTED NAME:	Elias G. Giannakopoulos	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	-------------------------	-------------------------------	--

NOTARY INFORMATION

On this	Thursday, 09 March, 2017	before me, the undersigned notary public, personally appeared	Elias G. Giannakopoulos
(name of document signer), proved to me through satisfactory evidence of identification, which were		Mass. Driver's License	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:	El's BBB, Inc.	CITY/TOWN:	Natick
--	--	----------------	----------------	------------	--------

APPLICANT INFORMATION

LAST NAME:	Giannakopoulos	FIRST NAME:	Katelynn	MIDDLE NAME:	P.
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Sweeney	PLACE OF BIRTH:	San Antonio, TX		
DATE OF BIRTH:	2/27/1983	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Guimond	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:	5	WEIGHT:	120
				EYE COLOR:	Brown
CURRENT ADDRESS:	50 Central Avenue				
CITY/TOWN:	Salisbury	STATE:	MA	ZIP:	01952
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

PRINT AND SIGN

PRINTED NAME:	Katelynn P. Giannakopoulos	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	----------------------------	-------------------------------	--

NOTARY INFORMATION

On this	9th March 2017	before me, the undersigned notary public, personally appeared	Katelynn P. Giannakopoulos	
(name of document signer),		proved to me through satisfactory evidence of identification, which were		Mass. Drivers License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.				
		 John P. Burke NOTARY		

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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

ELI's BBB, INC,
CLERK'S CERTIFICATE

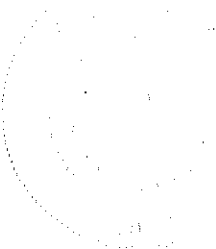
I, Elias G. Giannakopoulos, duly elected and authorized Clerk and Secretary of Eli's BBB, Inc. a Massachusetts Corporation, of Natick, Middlesex County, Massachusetts, hereby certify that at a duly called meeting of the Board of Directors and Shareholders of Eli's BBB, Inc., held on January 12, 2017, all Shareholders and Directors being present and voting, it was unanimously voted, as follows;

1. To authorize the corporation to apply for an On Premises Retail Alcoholic Beverage License from the Town of Natick at the location of 12 Washington Street, Natick, MA 01760;
2. To authorize the President of the corporation, Elias G. Giannakopoulos, to execute any and all documents necessary or required with the Town of Natick or the Commonwealth of Massachusetts to obtain such a license.



Elias G. Giannakopoulos, Clerk

Date: March 9, 2017





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: *(number will be assigned)*

ARTICLE I

The exact name of the corporation is:

Eli's BBB, 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:

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
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	200,000	\$0.00	100

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:

None

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: Elias G. Giannakopoulos
 No. and Street: 12 Washington Street
 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	Elias G Giannakopoulos	12 Washington Street Natick, MA 01760 USA
Treasurer	Katelynn P Giannakopoulos	12 Washington Street Natick, MA 01760 USA
Secretary	Elias G Giannakopoulos	12 Washington Street Natick, MA 01760 USA
Director	Elias G Giannakopoulos	12 Washington Street Natick, MA 01760 USA
Director	Katelynn P Giannakopoulos	12 Washington Street 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:

Food preparation and sale

f. The street address (*post office boxes are not acceptable*) of the principal office of the corporation:

No. and Street: 12 Washington Street
 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: 12 Washington Street
 City or Town: Natick State: MA Zip: 01760 Country: USA
 which is

☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

Filer's Contact Information*(Enter a contact name, mailing address, and email and/or phone number.)*Contact Name: Elias G. GiannakopoulosBusiness Name: Eli's BBB, Inc.No. and Street: 12 Washington StreetCity or Town: NatickState: MAZip: 01760Country: USAContact Phone: (413) 221-7498 ext:Contact Email: john@johnburkelaw.com**Please provide an email address to receive an expedited response from the Corporations Division.****If the filing is rejected for any reason, you will be contacted. If no email address is provided, correspondence from the Division will be sent by mail.**

Signed this 12 Day of January, 2017 at 9:36:29 AM 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.)*

Elias G. Giannakopoulos

© 2001 - 2017 Commonwealth of Massachusetts
All Rights Reserved



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Payment Confirmation

Date: 1/12/2017

Confirmation date/time:	1/12/2017 9:38:02 AM
Confirmation number:	111650
Invoice number:	02000130098844793497545
Payment ID number:	5246246
Transaction ID number:	9884479
Transaction category:	Domestic Profit Corporation
Transaction type:	Articles of Organization
Entity name:	ELI'S BBB, INC.

Filing fee:	\$250.00
Expedited service fee:	\$15.00
Total fee:	\$265.00

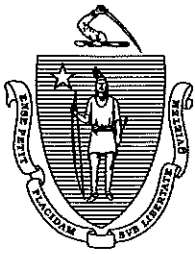
Your payment has been successfully processed. Your filing has been submitted and will be reviewed by the Corporations Division. If your submission is rejected for any reason, we will contact you immediately.

Note that for security reasons your payment credit card and/or bank information is processed at a secure website. The Secretary of the Commonwealth does not retain any payment information.

E-check transactions require final approval from your bank. Such approval may take 7 to 10 business days. If the payment is returned, you will be billed for the transaction at that time.

If you have any questions about
your request, contact our office:

- phone: 617-727-9640
- email: corpinfo@sec.state.ma.us



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

William Francis Galvin
Secretary of the
Commonwealth

March 23, 2017

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

ELI'S BBB, INC

is a domestic corporation organized on **January 12, 2017**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

William Francis Galvin

Secretary of the Commonwealth

COMMERCIAL LEASE

AGREEMENT OF SUBLEASE made this 15 day of March, 2017, by and between Dimas, Incorporated a Massachusetts corporation, having its principal office at 12 Washington Street, Natick, MA 01760 (hereinafter referred to as "SubSublandlord") and Eli's BBB, Inc. a Massachusetts corporation, d/b/a Eli's Breakfast Burgers and Brew having its principal office at 12 Washington Street, Natick, MA 01760 (hereinafter referred to as "SubSubtenant").

WITNESSETH:

WHEREAS, Ethel A. Raider and Goodwin Raider, as they are Trustees of E&G Realty Trust established u/d/t dated February 9, 1984, and recorded with Middlesex District Registry of Deeds in Book 15441 Page 227, as amended, and not individually, (hereinafter referred to as "Master Sublandlord") leased to SubSublandlord pursuant to a Lease dated December 1, 1995 (hereinafter referred to as the "Master Lease") certain Premises described in Schedule A of this Sublease and as shown outlined in red on Exhibit A, attached hereto and incorporated herein by reference, located in Natick, Middlesex County, Massachusetts, as more fully described in the Master Lease (the "Master Premises"); and

WHEREAS, SubSublandlord is desirous of subleasing a portion of the Master Premises to SubSubtenant, and SubSubtenant is desirous of subleasing said space ("subleased premises") from SubSublandlord; and

WHEREAS, SubSublandlord further represents and warrants that: (i) the Master Lease is now in full force and effect; (ii) neither the Master Sublandlord nor SubSublandlord is in default of its obligations thereunder, nor has any event occurred which with the giving of notice and/or passage of time would be a default thereunder; (iii) SubSublandlord has full right, power, and authority to sublet the Premises as provided below, and, (iv) SubSublandlord shall reimburse and hold SubSubtenant harmless from all damages and expenses which SubSubtenant may suffer by reason of any of the foregoing representations being untrue.

NOW, THEREFORE, in consideration of the Premises and the mutual promises and covenants contained in this agreement, SubSublandlord and SubSubtenant mutually agree as follows:

SUBLEASE -

3. TERM: The term of this Sublease shall be for five (5) years commencing on April 1, 2017

and ending on March 31, 2022.

4. RENT: The SubSubtenant shall pay to the SubSublandlord fixed rent for the first year only at the rate of fifty four thousand (\$54,000.00) and no/100 dollars per year, payable in advance in monthly installments of four thousand five hundred (\$4,500.00) and no/100 dollars per month. All rent shall be payable subject to proration in the case of any partial calendar year without offset or deduction. The rent shall be increased by three (3%) percent annually as follows:

<u>YEAR</u>	<u>MONTHLY RENT</u>	<u>ANNUAL RENT</u>
4/1/17-3/31/18	\$4,500.00	\$54,000.00
4/1/18-3/31/19	\$4,635.00	\$55,620.00

4/1/19-3/31/20	\$4,774.05	\$57,288.60
4/1/20-3/31/21	\$4,917.27	\$59,007.26
4/1/21-3/31/22	\$5,064.79	\$60,774.48

5. SECURITY DEPOSIT: Upon the execution of this lease, the SubSubtenant shall pay to the SubSublandlord the amount of four thousand five hundred (\$4,500.00) and no/100 dollars, which shall be held as a security for the SubSubtenant's performance as herein provided and refunded to the SubSubtenant at the end of this lease, without interest, subject to the SubSubtenant's satisfactory compliance with the conditions hereof.

6. RENT ADJUSTMENT:

TAX ESCALATION: If in any tax year commencing with the fiscal year 2017, the real estate taxes on the land and buildings, of which the subleased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year 2016 (hereinafter called the "Base Year"), SubSubtenant will pay to SubSublandlord as additional rent hereunder, when and as designated by notice in writing by SubSublandlord, 11.6% per cent of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If the SubSublandlord obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the SubSubtenant.

7. UTILITIES: The SubSubtenant shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the subleased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the subleased premises exclusively. The SubSublandlord agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning' (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the subleased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning' seasons of each year, to furnish elevator service, if any, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the SubSublandlord's control.

8. USE OF SUBLEASED PREMISES: The SubSubtenant shall use the subleased premises only for the operation of a sit-down restaurant or cafe' offering breakfast, lunch, dinner and the preparation and sale of prepared foods for takeout and for off Premises.

SUBSUBLANDLORD MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE PREMIES ARE FIT FOR A PARTICULAR USE OR PURPOSE INCLUDING WITHOUT LIMITATION THE USE SPECIFIED HEREINABOVE, EXCEPT AS OTHERWISE REQUIRED BY LAW.

9. COMPLIANCE WITH LAWS: The SubSubtenant acknowledges that no trade or occupation shall be conducted in the subleased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the SubSubtenant shall not bring or permit to be brought or kept in or on the subleased premises or elsewhere on the SubSublandlord's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21 E of the Massachusetts General Laws; and (b) the SubSubtenant shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the subleased premises and any work performed by the SubSubtenant therein.

10. FIRE INSURANCE: The Subtenent shall not permit any use of the subleased premises which will make voidable any insurance on the property of which the subleased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire

Insurance Rating Association, or any similar body succeeding to its powers. The SubSubtenant shall on demand reimburse the SubSublandlord, and all other Subtenants, all extra insurance premiums caused by the SubSubtenant's use of the premises.

11. MAINTENANCE:

A. LESSEE'S OBLIGATIONS: The SubSubtenant agrees to maintain the subleased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the subleased premises are now in good order and the glass whole. The SubSubtenant shall not permit the subleased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. SubSubtenant shall obtain written consent of SubSublandlord before erecting any sign on the subleased premises.

B. LESSOR'S OBLIGATIONS: The SubSublandlord agrees to maintain the structure of the building of which the subleased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the SubSubtenant or those for whose conduct the SubSubtenant is legally responsible.

12. ALTERATIONS — ADDITIONS: The SubSubtenant shall not make structural alterations or additions to the subleased premises, but may make non-structural alterations provided the SubSublandlord consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at SubSubtenant's expense and shall be in quality at least equal to the present construction. SubSubtenant shall not permit any mechanics' liens, or similar liens, to remain upon the subleased premises for labor and material furnished to SubSubtenant or claimed to have been furnished to SubSubtenant in connection with work of any character performed or claimed to have been performed at the direction of SubSubtenant and shall cause any such lien to be released of record forthwith without cost to SubSublandlord. Any alterations or improvements made by the SubSubtenant shall become the property of the SubSublandlord at the termination of occupancy as provided herein.

13. ASSIGNMENT — SUBLEASING: The SubSubtenant shall not assign or sublet the whole or any part of the subleased premises without SubSublandlord's prior written consent. Notwithstanding such consent, SubSubtenant and any guarantor of SubSubtenant shall remain primarily liable to SubSublandlord for the payment of all rent and for the full performance of the covenants and conditions of this lease.

14. SUBORDINATION: This Sublease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the subleased premises are a part and the SubSubtenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

15. SUBSUBLANDLORD'S ACCESS: The SubSublandlord or agents of the SubSublandlord may, at reasonable times, enter to view the subleased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as SubSublandlord should elect to do and may show the subleased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the subleased premises a notice for letting or selling the subleased premises or property of which the subleased premises are a part and keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY: The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the subleased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss and damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the sidewalks bordering upon the subleased premises shall be responsibility.

17. SUBLESSEE'S LIABILITY INSURANCE: Subtenant, at its sole cost and expense, shall obtain and maintain in force throughout the term of this Sublease, comprehensive general liability insurance against any loss, liability or damage on, about or relating to the subleased premises, with limits of not less than

One Million (\$1,000,000.00) Dollars for death or injuries to one person and not less than Two Million (\$2,000,000.00) Dollars for death or injuries to two or more persons in one occurrence, and not less than replacement cost coverage for damage to property. Any such insurance obtained and maintained by SubSubtenant shall name the SubSublandlord as additional insured and shall be obtained and maintained from and with a reputable and financially sound insurance company(ies) authorized to issue such insurance in the Commonwealth of Massachusetts.

(b) If SubSubtenant shall obtain an alcoholic beverage at the subleased premises, subSubtenant, at its sole cost and expense, shall obtain and maintain in force throughout the term of this Sublease, comprehensive liquor liability insurance against any loss, liability or damage on, about or relating to the subleased premises, with limits of not less than Five Million (\$5,000,000.00) Dollars for death or injuries to one person and not less than Five Million (\$5,000,000.00) Dollars for death or injuries to two or more persons in one occurrence, and not less than replacement cost coverage for damage to property. Any such insurance obtained and maintained by SubSubtenant shall name the Sublandlord as additional insured and shall be obtained and maintained from and with a reputable and financially sound insurance company(ies) authorized to issue such insurance in the Commonwealth of Massachusetts. Sublandlord to receive a certificate evidencing the insurance required in subsections (a) and (b).

(c) The policies of insurance required hereunder shall contain an agreement by the insurer that it will not cancel or modify such policy except after fifteen (15) days prior written notice to SubSublandlord by certified mail, return receipt requested.

(d) SubSubtenant shall furnish SubSublandlord with duplicate original(s) or original certificate(s) of such insurance policies, including renewal and replacement policies.

18. FIRE, CASUALTY — EMINENT DOMAIN: Should a substantial portion of the subleased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the SubSublandlord may elect to terminate this lease. When such fire, casualty, or taking renders the subleased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the SubSubtenant may elect to terminate this lease if:

- (a) The SubSublandlord fails to give written notice within thirty (30) days of intention to restore subleased premises, or
- (b) The SubSublandlord fails to restore the subleased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The SubSublandlord reserves, and the SubSubtenant grants to the SubSublandlord, all rights which the SubSubtenant may have for damages or injury to the subleased premises for any taking by eminent domain, except for damage to the SubSubtenant's fixtures, property, or equipment.

19. DEFAULT AND BANKRUPTCY: In the event that:

- (a) The SubSubtenant shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for five (5) days after the due date; or
- (b) The SubSubtenant shall default in the observance or performance of any other of the SubSubtenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The SubSubtenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of SubSubtenant's property for the benefit of creditors,

then the SubSublandlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the subleased premises, to declare the term of this lease ended, and remove the SubSubtenant's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The subSubtenant shall indemnify the SubSublandlord against all loss of rent and other payments which the SubSublandlord may incur by reason of such termination during the residue of the term. If the SubSubtenant shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on SubSubtenant's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the SubSublandlord, without being under any obligation to do so and without thereby waiving such default,

may remedy such default for the account and at the expense of the SubSubtenant. If the SubSublandlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of per cent per annum and costs, shall be paid to the SubSublandlord by the SubSubtenant as additional rent.

20. NOTICE: Any notice from the SubSublandlord to the SubSubtenant relating to the subleased premises or to the occupancy thereof, shall be deemed duly served, if left at the subleased premises addressed to the SubSubtenant, or if mailed to the subleased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the SubSubtenant. Any notice from the SubSubtenant to the SubSublandlord relating to the subleased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the SubSublandlord by registered or certified mail, return receipt requested, postage prepaid, addressed to the SubSublandlord at such address as the SubSublandlord may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at Dimas, Inc., 12 Washington Street, Natick, MA 01760

21. SURRENDER: The SubSubtenant shall at the expiration or other termination of this lease remove all SubSubtenant's goods and effects from the subleased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the SubSubtenant, either inside or outside the subleased premises). SubSubtenant shall deliver to the SubSublandlord the subleased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the subleased premises, in good condition, damage by fire or other casualty only excepted. In the event of the SubSubtenant's failure to remove any of SubSubtenant's property from the premises, SubSublandlord is hereby authorized, without liability to SubSubtenant for loss or damage thereto, and at the sole risk of SubSubtenant, to remove and store any of the property at SubSubtenant's expense, or to retain same under SubSublandlord's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. BROKERAGE: INTENTIONALLY DELETED

23. CONDITION OF PREMISES: Except as may be otherwise expressly set forth herein, the SubSubtenant shall accept the subleased premises "as is" in their condition as of the commencement of the term of this lease, and the SubSublandlord shall be obligated to perform no work whatsoever in order to prepare the subleased premises for occupancy by the SubSublandlord.

24. FORCE MAJEURE: In the event that the SubSublandlord is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the SubSublandlord, the SubSublandlord shall not be liable to the SubSubtenant therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the SubSubtenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the Sublessee that such failure constitutes actual or constructive eviction from the subleased premises or any part thereof.

SubSublandlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the subleased premises as of the commencement date of this lease. In the event SubSubtenant requires additional utilities or equipment, the installation and maintenance thereof shall be the SubSubtenant's sole obligation, provided that such installation shall be subject to the written consent of the SubSublandlord.

25. LATE CHARGE: If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the SubSubtenant shall pay to the SubSublandlord a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.

26. LIABILITY OF OWNER: No owner of the property of which the subleased premises are a part shall be liable hereunder except for breaches of the Master Sublandlord's obligations occurring during the period of such ownership. The obligations of the SubSublandlord shall be binding upon the SubSublandlord's interest in said property, but not upon other assets of the SubSublandlord, or Master Sublandlord and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the SubSublandlord or Master Sublandlord shall be personally liable for performance of the SubSublandlord's obligations hereunder.

27. OTHER PROVISIONS: It is also understood and agreed that

27(a) So long as SubSubtenant (i) shall have duly performed all of its Agreements hereunder, including the timely payment of rent and other charges within the applicable notice and grace period and (ii) shall not be in default hereunder, the SubSublandlord agrees that SubSubtenant shall have and is hereby granted One (1) option to extend the Term of this Lease for a period of Five (5) lease years (hereinafter the "Option Period") and all terms covenants and provisions of this Sublease shall apply except for Base Rent, which shall be adjusted as set forth below. If the SubSubtenant shall elect to exercise the first option to extend it shall do so by giving SubSublandlord written notice not later than twelve (12) months prior to the expiration date of the Term. As used in this Lease, "Term" shall include the Initial term and any extension thereof pursuant to this Section 27(a). Time is of the essence hereof.

If SubSubtenant shall exercise its option to extend the sublease as provided hereinabove, the Base Rent shall be as set forth below.

Year	Monthly Fixed Rent	Annual Fixed Rent
6	\$5,216.73	\$62,600.80
7	\$5,373.24	\$64,478.83
8	\$5,534.43	\$66,413.19
9	\$5,700.47	\$68,405.59
10	\$5,871.48	\$70,457.76

27(b) SubSubtenant shall maintain grease traps in the leased premises, the type and manner of installation of such grease traps being subject to SubSublandlord's reasonable prior written approval and all governmental laws and requirements and shall establish a quarterly cleaning program with respect thereto. SubSubtenant shall provide SubSublandlord with copies of its cleaning contract for its grease traps and its extermination contracts upon request. Without limitation of any of the foregoing, SubSubtenant shall employ all commercially reasonable measures that may be necessary in order to maintain properly the grease trap and prevent, at times, any overflow or discharge of grease at the surface of the grease trap manhole. The grease trap and all plumbing pipes shall be rooted and cleaned up to the point of common connection with those of other Subtenants or occupants of the Property (or beyond if required as a result of actions or circumstances within SubSubtenant's reasonable control) regularly and as often as reasonably necessary to prevent clogging or discharge. In the event of any such overflow or discharge caused by SubSubtenant's parties, SubSubtenant shall be responsible for all costs of cleanup of the overflow or discharge including all costs of removing grease, and repair, restoration or replacement of property damaged by such over flow or discharge. Should SubSubtenant fail to enter into such a contract as set forth hereinabove, then, in addition to SubSublandlord's other rights, SubSublandlord, after reasonable prior written notice to SubSubtenant may, but shall not be obligated to, enter into such contract on SubSubtenant's behalf at SubSubtenant's sole cost and expense.

27(c) The Kitchen exhaust systems, including roof hoods, ducts and fans used in connection with kitchen operation, whether located in or outside of the leased premises, shall be maintained by SubSubtenant in good condition so as to meet the applicable standard of cleanliness and health.

SubSubtenant shall establish a regular cleaning program with respect thereto. SubSubtenant shall provide SubSublandlord with a copy of its cleaning contract for the exhaust system upon request. SubSubtenant shall do whatever is reasonably necessary in order to properly maintain the exhaust system. SubSubtenant's cleaning contract shall provide for grease deposit removal from all appropriate surfaces.

27.(d) Within fourteen (14) days after request by SubSublandlord, SubSubtenant will promptly complete an estoppel letter in form reasonably requested by SubSublandlord to confirm the status of this Lease. Failure of SubSubtenant to timely sign and complete the required estoppel shall, at SubSublandlord's election, be a default under this Lease.

27.(e) For all purposes, SubSubtenant and all Guarantors of SubSubtenant's performance under this Lease hereby agree and consent that jurisdiction for any litigation with respect to this Lease and/or enforcement or compliance by or against any of the parties shall be exclusively commenced and processed within the State Courts of the Commonwealth of Massachusetts, and, for these purposes including only Courts within the counties of Natick. For all purposes, rules applicable to addresses for service of process for SubSublandlord, SubSubtenant and/or Guarantors shall be as required under the Notice provisions of this Lease Article 20. The foregoing is intended as a consent to Middlesex County jurisdiction.

27.(f) No acceptance by SubSublandlord of a lesser sum than the Fixed Rent, Additional Rent, if any, or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, unless SubSublandlord elects by notice to SubSubtenant to credit such sum against the most recent installment due. Any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge shall not be deemed an accord and satisfaction, and SubSublandlord may accept such check or payment without prejudice to SubSublandlord's right to recover the balance of such installment or pursue any other remedy under this Lease or otherwise.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 03-15-17 day of March, 2017.

ELI'S BBB, INC.

BY: 

PRESIDENT

DIMAS, INC

BY: 

PRESIDENT

GUARANTEE

FOR VALUE RECEIVED, and in consideration for and as an inducement to Dimas, Inc. (the "Sublandlord") to make the foregoing lease (the "Sublease") with Eli's BBB. Inc. d/b/a Eli's Breakfast Burgers and Brew (the "Subtenant"), the undersigned Elias G. Giannacopoulos and Katelynn P Giannacopoulos, with a mailing address of 50 Central Avenue Unit 2 Salisbury Beach, MA 01952 (collectively the "Guarantor"), unconditionally guarantees the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by the Subtenant, the Subtenant's successors and assigns, and expressly agrees that the validity of this agreement and the obligations of the Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of the granting by the Sublandlord of any indulgences to the Subtenant or by reason of the assertion by the Sublandlord against the Subtenant of any of the rights or remedies reserved to the Sublandlord pursuant to the provisions of the Lease or by the relief of the Subtenant from any of the Subtenant's obligations under the Lease by operation of law or otherwise (including, but without limitation, the rejection of the Lease in connection with proceedings under the bankruptcy laws now or hereafter enacted); the Guarantor hereby waiving all suretyship defenses. The obligations of the Guarantor include the payment to Sublandlord of any monies payable by Subtenant under any provisions of the Lease, at law, or in equity, including, without limitation, any monies payable by virtue of the breach of any warranty, the grant of any indemnity or by virtue of any other covenant of Subtenant under the Lease.

The Guarantor further covenants and agrees that this Guarantee shall remain and continue in full force and effect as to any renewal, modification or extension of the Lease, whether or not the Guarantor shall have received any notice of or consented to such renewal, modification or extension. The Guarantor further agrees that the liability of the Guarantor under this Guarantee shall be primary (and that the heading of this instrument and the use of the word "guarantee(s)" shall not be interpreted to limit the aforesaid primary obligations of the Guarantor), and that, in any right of action which shall accrue to the Sublandlord under the Lease, the Sublandlord may, at the Sublandlord's option, proceed against the Guarantor, any other guarantor, and the Subtenant, jointly or severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against the Subtenant or any other guarantor. The Guarantor irrevocably waives any and all rights the Guarantor may have at any time (whether arising directly or indirectly, by operation of law or by contract or otherwise) to assert any claim against the Subtenant on account of payments made under this Guarantee, including, without limitation, any and all rights of or claim for subrogation, contribution, reimbursement, exoneration and indemnity, and further waives any benefit of and any right to participate in any security deposit or other collateral which may be held by the Sublandlord; and the Guarantor will not claim any set-off or counterclaim against the Subtenant in respect of any liability the Guarantor may have to the Subtenant. The Guarantor further represents to the Sublandlord as an inducement for the Sublandlord to make the Lease that the Guarantor owns all of the entire outstanding capital stock of the Subtenant.

It is agreed that the failure of the Sublandlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by the Sublandlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

ELIAS GIANNAKOPOULOS

18 Midland Ave, Vineyard Haven, MA 02568 • e_giannakopoulos@yahoo.com • (413) 221-7498

SKILLS AND PROFICIENCIES

- Strong leadership skills with demonstrated ability to build relationships and manage staff at all levels
- Extremely organized, efficient and detail oriented with excellent judgement and the capability to multi-task in a fast-paced, ever-changing environment
- Excellent interpersonal and communication skills with the capacity to think analytically and plan creatively
- Demonstrated knowledge of financial and operational management
- Strong sense of personal integrity and professionalism with an exceptional guest service orientation

EDUCATION

University of Massachusetts, Amherst, MA
Isenberg School of Management
Bachelor of Arts, Hospitality Tourism Management, 2005

WORK EXPERIENCE

Martha's Vineyard Chowder Company, Oak Bluffs, MA
General Manager, 2012 - present

Provide top-level management support in a high traffic, largely tourist driven, seasonal location while maintaining and growing a strong local, off season customer base.

- Manage all daily restaurant functions and maintain smooth operations while optimizing staff efficiency and ensuring food quality, service standards, and customer satisfaction
- Oversee the inventory and ordering of all beverages, food, and supplies seeking to maximize profits and control costs
- Responsible for all staff and management hiring, scheduling, training, development, and evaluation with the goal of building a successful, productive, and efficient team
- Set and uphold restaurant policies ensuring restaurant and bar are in complete compliance with all local, state, and federal regulations
- Guarantee the accurate and timely completion of all financial and personnel/payroll related administrative duties including invoicing, labor budgets, sales reporting, product mix, and financial forecasting
- Efficiently resolve problems or concerns to the satisfaction of all involved parties whether personnel or guest related
- In direct collaboration with the restaurant owner, participated in the creation, design, and startup (i.e. hiring, training, menu creation, ordering, etc.) of two new locations under the Chowder Company umbrella - Loft and Copper Wok
- In close collaboration with the Chef, organize and execute a significant volume of catered events at Loft from conception to completion
- Manage all necessary repair and maintenance issues

Dolphin Seafood Restaurant, Natick, MA
General Manager, 2005 - 2012

Managed and organized the daily functions and staff of a long-standing, family owned restaurant with loyal customer base, collaborating with employees in both front and back of house to ensure effective teamwork and superior service.

- Train new servers and coach existing staff to maximize performance and reinforce the delivery of high level customer service and satisfaction

ELIAS GIANNAKOPOULOS

18 Midland Ave, Vineyard Haven, MA 02568 • e_giannakopoulos@yahoo.com • (413) 221-7498

- Maintain food, liquor, and dry storage inventory; responsible for ordering and cost control
- Guarantee guest satisfaction by anticipating guest needs, promptly addressing and resolving issues and establishing quality relationships in order ensure constant repeat business
- Implement systems and generate ideas encouraging the continued success and growth of restaurant and bar
- Expand and grow bar cliental by organizing specials, events, and promotions, increasing revenue each year
- Organize and execute catered functions on and off site
- Manage staff and restaurant during large-scale renovation taking special care as to not disrupt the quality of service

The Harp Irish Pub, Amherst, MA

Kitchen Manager, 2003 – 2005

- Organize and oversee daily routines of back of the house staff
- Collaborated with front of house guaranteeing quality service and food delivery
- Manage food and dry storage inventory
- Create a set of guidelines as to how kitchen staff should prepare food and execute the menu
- Create new concepts for weekly buffets
- Organize multiple charitable functions from conception to completion

Wilbraham Seafood & Restaurant, Wilbraham, MA

Line Cook and Front End Support, 1999 – 2005

- Provide quality customer service
- Prepared fresh fish for display case on daily basis
- Line cook for business dine-in and take-out
- Responsible for opening and closing procedures of restaurant

COMPUTER SKILLS

- Proficient in Microsoft Word, Microsoft Excel, and Microsoft PowerPoint
- Restaurant specific software and applications: proficient in Aloha, MICROS, and Schedulefly

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on March 15, 2017
provided by Health Communications, Inc.
is hereby granted to:

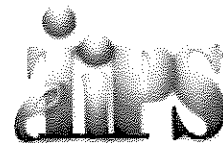
Elias Giannakopoulos

Certification to be sent to:

**Eli's, Eli's BBB Inc
12 Washington St
Natick MA, 01760-4624 USA**


HEALTH COMMUNICATIONS, INC.

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



KATELYNN GIANNAKOPOULOS

50 Central Ave Salisbury MA 01952 • katelynnsweeney@gmail.com • (413) 426 5220

SUMMARY

Qualified Hospitality Team Member with 10+ years of professional experience and a solid track record in restaurant and hospitality management. Highly dedicated, team-oriented, and customer-centric with proven success in overseeing all aspects of business operations including marketing and brand promotion, business development, employee management, and accounting.

EDUCATION

University of Massachusetts, Amherst, MA
Isenberg School of Management
Bachelor of Arts, Hospitality Tourism Management, 2006

CORE COMPETENCIES

- Bar and Dining Room Operations
- Outstanding guest satisfaction
- Cost Reduction and Waste Management
- Vendor Management and Negotiation
- Motivational Team Leadership
- Promotions and Up-Selling
- Budgeting and Staffing
- Payroll
- Safety and Sanitation Compliance

WORK EXPERIENCE

Martha's Vineyard Year Round Restaurant Group, Oak Bluffs, MA
Event Coordinator, Floor Manager, Administrative Assistant 2012 – 2016

Provide management support in a high traffic, largely tourist driven, seasonal location while maintaining and growing a strong local, off season customer base.

- Manage all daily restaurant functions and maintain smooth operations while optimizing staff efficiency and ensuring food quality, service standards, and customer satisfaction
- Uphold restaurant policies ensuring restaurant and bar are in complete compliance with all local, state, and federal regulations
- Guarantee the accurate and timely completion of all financial and personnel/payroll related administrative duties
- Efficiently resolve problems or concerns to the satisfaction of all involved parties whether personnel or guest related
- Planned and executed all events in our Dreamland location; weddings, rehearsal dinners, concerts, private parties
- Bartend, serve, manage events depending on size of events ranging from 30-250 people

Dolphin Seafood Restaurant, Cambridge, MA
General Manager, 2006 – 2012

Managed and organized the daily functions and staff of a long-standing, family owned restaurant with loyal customer base, collaborating with employees in both front and back of house to ensure effective teamwork and superior service.

- Train new servers and coach existing staff to maximize performance and reinforce the delivery of high level customer service and satisfaction
- Maintain food, liquor, and dry storage inventory; responsible for ordering and cost control

KATELYNN GIANNAKOPOULOS

50 Central Ave Salisbury MA 01952 • katelynnsweeney@gmail.com • (413) 426 5220

- Guarantee guest satisfaction by anticipating guest needs, promptly addressing and resolving issues and establishing quality relationships in order ensure constant repeat business
- Implement systems and generate ideas encouraging the continued success and growth of restaurant and bar
- Expand and grow bar cliental by organizing specials, events, and promotions, increasing revenue each year
- Organize and execute catered functions on and off site
- Manage staff and restaurant during large-scale renovation taking special care as to not disrupt the quality of service

The Harp Irish Pub, Amherst, MA

Bartender/Server, 2003 - 2006

- Handle customer service independently during peak hours
- Assist in organization of multiple charity functions
- Executed all steps of service and guest relations behind the bar and in dining room
- Schedule employees for off site concession
- Organize opening and closing procedures for golf concession

Family Outreach of Amherst, Amherst, MA

Administrative Assistant - 2003-2005

- Maintain and organize client profile database
- Manage donation money and accounts
- Develop detailed layouts for community events
- Create public campaign resulting in elevated donation revenue

COMPUTER SKILLS

- Proficient in Microsoft Work, Microsoft Excel, and Microsoft PowerPoint
- Restaurant specific software and applications: proficient in Aloha, MICROS, and Schedulefly

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on March 12, 2017
provided by Health Communications, Inc.
is hereby granted to:

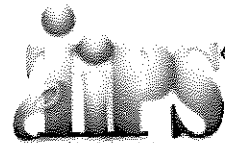
Katelynn Giannakopoulos

Certification to be sent to:

Eli's, Eli's BBB Inc
12 Washington St
Natick MA, 01760-4624 USA


HEALTH COMMUNICATIONS, INC.

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



*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo Code / Code / Código Passport No. / No. du Passaport / No. de Passaporto

P E USA

Surname / Nom / Apellidos

SWEENEY

Given Names / Prénoms / Nombres

KATELYNN PATRICIA

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

27 Feb 1983

Place of birth / Lieu de naissance / Lugar de nacimiento

TEXAS, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

20 Oct 2009

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

19 Oct 2019

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

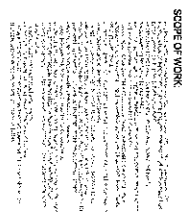
P

Authority / Autorité / Autoridad

**United States
Department of State**

[illegible]

862<429472



1. **100%** **100%**
 2. **100%** **100%**
 3. **100%** **100%**
 4. **100%** **100%**
 5. **100%** **100%**
 6. **100%** **100%**
 7. **100%** **100%**
 8. **100%** **100%**
 9. **100%** **100%**
 10. **100%** **100%**
 11. **100%** **100%**
 12. **100%** **100%**
 13. **100%** **100%**
 14. **100%** **100%**
 15. **100%** **100%**
 16. **100%** **100%**
 17. **100%** **100%**
 18. **100%** **100%**
 19. **100%** **100%**
 20. **100%** **100%**
 21. **100%** **100%**
 22. **100%** **100%**
 23. **100%** **100%**
 24. **100%** **100%**
 25. **100%** **100%**
 26. **100%** **100%**
 27. **100%** **100%**
 28. **100%** **100%**
 29. **100%** **100%**
 30. **100%** **100%**
 31. **100%** **100%**
 32. **100%** **100%**
 33. **100%** **100%**
 34. **100%** **100%**
 35. **100%** **100%**
 36. **100%** **100%**
 37. **100%** **100%**
 38. **100%** **100%**
 39. **100%** **100%**
 40. **100%** **100%**
 41. **100%** **100%**
 42. **100%** **100%**
 43. **100%** **100%**
 44. **100%** **100%**
 45. **100%** **100%**
 46. **100%** **100%**
 47. **100%** **100%**
 48. **100%** **100%**
 49. **100%** **100%**
 50. **100%** **100%**
 51. **100%** **100%**
 52. **100%** **100%**
 53. **100%** **100%**
 54. **100%** **100%**
 55. **100%** **100%**
 56. **100%** **100%**
 57. **100%** **100%**
 58. **100%** **100%**
 59. **100%** **100%**
 60. **100%** **100%**
 61. **100%** **100%**
 62. **100%** **100%**
 63. **100%** **100%**
 64. **100%** **100%**
 65. **100%** **100%**
 66. **100%** **100%**
 67. **100%** **100%**
 68. **100%** **100%**
 69. **100%** **100%**
 70. **100%** **100%**
 71. **100%** **100%**
 72. **100%** **100%**
 73. **100%** **100%**
 74. **100%** **100%**
 75. **100%** **100%**
 76. **100%** **100%**
 77. **100%** **100%**
 78. **100%** **100%**
 79. **100%** **100%**
 80. **100%** **100%**
 81. **100%** **100%**
 82. **100%** **100%**
 83. **100%** **100%**
 84. **100%** **100%**
 85. **100%** **100%**
 86. **100%** **100%**
 87. **100%** **100%**
 88. **100%** **100%**
 89. **100%** **100%**
 90. **100%** **100%**
 91. **100%** **100%**
 92. **100%** **100%**
 93. **100%** **100%**
 94. **100%** **100%**
 95. **100%** **100%**
 96. **100%** **100%**
 97. **100%** **100%**
 98. **100%** **100%**
 99. **100%** **100%**
 100. **100%** **100%**

ELI'S
BREAKFAST - BURGERS - BREWS
12 WASHINGTON STREET
NATICK, MA 01760

[illegible]

Donna Donovan <ddonovan@natickma.org>

Re: Beer & Wine License

1 message

Brian Lauzon <lauzon@natickpolice.com>
To: Donna Donovan <ddonovan@natickma.org>

Thu, Mar 30, 2017 at 10:27 AM

Donna,

After reviewing both the applications for the Beer and Wine license and CV license we would make a positive recommendation on both.

Respectfully,

Lt. Brian G. Lauzon

On Wed, Mar 29, 2017 at 3:46 PM, Donna Donovan <ddonovan@natickma.org> wrote:
Here you go

Donna Donovan
Senior Executive Assistant
Town of Natick
[508-647-6410](tel:508-647-6410)

On Wed, Mar 29, 2017 at 3:36 PM, Brian Lauzon <lauzon@natickpolice.com> wrote:
Please

On Mar 29, 2017 3:35 PM, "Donna Donovan" <ddonovan@natickma.org> wrote:
I have it. Do you want a copy?

Donna Donovan
Senior Executive Assistant
Town of Natick
[508-647-6410](tel:508-647-6410)

On Wed, Mar 29, 2017 at 3:13 PM, Brian Lauzon <lauzon@natickpolice.com> wrote:
Is there going to be a CV request with this also?

On Wed, Mar 29, 2017 at 2:32 PM, Donna Donovan <ddonovan@natickma.org> wrote:
Hi Brian,

Attached is a new beer and wine license application.

Thanks.

Donna Donovan
Senior Executive Assistant
Town of Natick
[508-647-6410](tel:508-647-6410)

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

ITEM SUMMARY: a. Katherine Durrane - Reappointment
b. Geoff Lewis - New Appointment
c. Daiva Verselis - Reappointment

ATTACHMENTS:

Description	Upload Date	Type
Resignation-Robert Havener	4/27/2017	Cover Memo
ZBA Packet	4/27/2017	Cover Memo
Recommendations from Town Administrator RE: Appointments	4/28/2017	Cover Memo



Donna Donovan <ddonovan@natickma.org>

Re: Reapply for a board or commission for Town of Natick

1 message

Robert Havener <brother.havener@gmail.com>
To: ddonovan@natickma.org

Wed, Apr 5, 2017 at 12:44 PM

Hello Donna,

I understand my term will expire May 1, 2017.

I will not be seeking reappointment to the Zoning Board of Appeals. It has been an honor and pleasure to serve the town. I have always enjoyed the challenges within my ZBA service to the town, even a few of the late night meetings. I hope I had made a positive impact on our Town.

Fortunately, my volunteer time will be increasingly consumed with the Shriner's Organization....much more so over the next 2-3 years. Should my availability return to the level I can properly commit (along with an opening) to the Board - I will apply. I know the Board of Selectmen will find a qualified replacement.

Thank you,

Rob Havener

On Wed, Mar 29, 2017 at 11:39 AM, <boards@granicus.com> wrote:

Thank you for your serving on a board or commission for Town of Natick. It looks like one or more of your appointments is ending or has ended. If this is incorrect, please respond to this email.

If you would like to reapply, please click the following link:

<https://natickma.granicus.com/boards/forms/265/apply/240012?code=f1fe6b60-9a44-44f5-ba9c-e66ed9161da&reapply=true>

Sincerely,

Donna Donovan

Town of Natick



ZONING BOARD OF APPEALS

BOARD DETAILS



OVERVIEW



SIZE 8 Seats



TERM LENGTH 36 Months



TERM LIMIT N/A

Overview

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

Appeals from decisions of the Building Inspector

Special Permits as allowed within the Natick Zoning Bylaws

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

Variances for commercial and residential properties



DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION WEBSITE



ZONING BOARD OF APPEALS

BOARD ROSTER



KATHERINE M DURRANE

1st Term Jul 01, 2014 - May 01, 2017

Position Associate Member
Appointed by Board of Selectmen



ROBERT E. HAVENER

3rd Term Jul 01, 1988 - May 01, 2017

Position Member
Appointed by Board of Selectmen



DAIVA IZBICKAS VERSELIS

1st Term Oct 27, 2016 - May 01, 2017

Position Member
Appointed by Board of Selectmen



DAVID R. JACKOWITZ

2nd Term May 02, 2016 - May 01, 2019

Position Vice-Chairman
Appointed by Board of Selectmen



SCOTT W. LANDGREN

4th Term May 02, 2016 - May 01, 2019

Position Chairman
Appointed by Board of Selectmen



JASON P. MAKOFSY

1st Term Jul 01, 2015 - May 01, 2018

Position Member
Appointed by Board of Selectmen



ROBERT K. STECKBECK

2nd Term May 02, 2016 - May 01, 2019

Position Associate Member
Appointed by Board of Selectmen



VACANCY

Position Associate Member

Profile

Katherine

First Name

Durrane

Last Name

Middle Initial

kate@columbiacon.com

Email Address

191 Eliot St

Street Address

191 Eliot St

Suite or Apt

Natick

City

MA

State

01760

Postal Code

Precinct 10

What district do you live in?

Home: (617) 293-2361

Primary Phone

Home:

Alternate Phone

Columbia Contracting Corp.

Employer

VP

Job Title

Which Boards would you like to apply for?

Zoning Board of Appeals

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:

ZBA, 2014-2017

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 would like to continue to serve on the ZBA, an experience I have felt to be both interesting and important.

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

☐ Yes ☒ No

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

I am a licensed unrestricted Construction Supervisor as well as a Licensed Independent Certified Social Worker in the state of Massachusetts.

Please list any professional affiliations.

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

[katedurrane_resume.doc](#)

Upload a Resume

KATHERINE MASSARO DURRANE, CSL, LICSW

191 Eliot St. ♦ Natick, MA 01760
617.293.2361 ♦ 508.315.3391 ♦ kate@columbiacon.com

PROFESSIONAL EXPERIENCE

May 2011- Present **Columbia Contracting Corp.**
Project Manager/VP of Operations
♦ Manage staff of 20-30 employees, AR/AP, contracts, estimates, material coordination, project communication and coordination

January 2009-March 2011 **Wingate at Sudbury**
Sub-Acute Social Worker

March 2008-January 2009 **Social Work in Progress**
Social Services Consultant and Supervision Provider

May 2005-March 2008 **Lexington Health Care Center**
Director of Social Services

EDUCATION

January-November 2010 **Wentworth Institute of Technology** Boston, MA
♦ Certificate in Construction Management

January 2003-May 2004 **Boston College** Chestnut Hill, MA
♦ Masters of Social Work
♦ Graduate/Research Assistant for Chair of Clinical Faculty

September 1998-May 2002 **New York University** New York, NY
♦ Bachelors of Science

PROFESSIONAL LICENSURE

- ♦ Massachusetts Licensed Construction Supervisor (Unrestricted)
- ♦ Massachusetts Licensed Independent Certified Social Worker

Summary of Qualifications

Program and Project Management: Guided the approval and entitlement of complex real estate projects in the City of Boston. Directed and implemented the BRA's housing and funding programs.

Financial Analysis: Analyze development budgets and operating pro formas to determine financial feasibility and make recommendations regarding appropriate project mitigation.

Strategy and Communications: Extensive experience delivering testimony at legislative hearings, handling press inquiries, and conducting public meetings.

Neighborhood Planning: Directed the planning and redevelopment of the Charlestown Navy Yard. Responsible for developing a strategic plan for MCCA-owned property in South Boston.

Policy Development and Implementation: Developed and supported the BRA's legislative agenda, balancing the needs of competing internal and external stakeholders. Served on several commissions and task forces.

Research and Analysis: Prepared over two dozen reports on Boston's real estate markets, economy, and demographics.

Professional experience

Colliers International Vice President

June 2016 to present

- Lead City and State permitting processes for clients' development projects
- Provide advisory services to clients seeking to sell, purchase, or develop property

Town of Natick Senior Planner

December 2015 to June 2016

Planner for Natick, MA (pop. 33,000)

- Lead the disposition process for two parcels in Natick Center. Town aims to provide parcels at no cost in exchange for a private development program including 400+ structured parking spaces for town businesses, residents, and employees.
- Conducted site plan review for various projects including local shopping center, industrial uses, R&D facilities, and multi-family housing.
- Managed the acquisition of Rights-of-Way for the Cochituate Rail Trail from CSX, Phase I testing, title research, and takings process.
- Managed the design of the Cochituate Rail Trail and the Route 27 improvements with MassDOT.

Massachusetts Convention Center Authority Senior Project Manager

April 2013 to November 2015

Member of Capital Projects Team responsible for the planning, design, permitting, and construction of the proposed Boston Convention & Exhibition Center expansion and related projects.

- Directed the design, permitting, and construction of a parking lot and private roadways to serve two new hotels totaling 510 keys.
- Led pre-development activities for two parking garages including planning, permitting, siting, design guidelines and financial analysis.
- Prepared and evaluated Requests for Proposals for architectural, engineering, and permitting firms.
- Represented the MCCA on the South Boston Waterfront Sustainable Transportation Plan charged with identifying transportation improvements in the South Boston Waterfront.

Boston Redevelopment Authority

September 1997 to March 2013

Senior Project Manager

2005 to 2013

- Responsible for managing and coordinating the Article 80 design and development review of complex commercial, residential and institutional projects throughout the City of Boston.
- Directed the planning and development of two million square feet in the Charlestown Navy Yard (CNY), including revisions to the design guidelines and development plans, the disposition of BRA-owned land, tenant relations, environmental concerns, and coordinating the approvals of federal, state and local agencies with regulatory authority over the CNY.
- Developed and implemented the City of Boston's Inclusionary Development Policy, producing over 1,500 units of affordable housing and raising over \$30 million for housing programs.
- Analyzed development budgets and pro formas of developments and made funding recommendations to the BRA Director and Board. Assisted and advised developers in meeting their affordable housing and mitigation requirements under the City's policies.

Assistant Director of Policy

2001 to 2005

- Developed and implemented the BRA's internal and external policies.
- Conceived, drafted, and supported the BRA's housing, economic development, and municipal finance legislation for consideration in the Massachusetts General Court.

Senior Research Associate/Economist

1997 to 2001

- Worked closely with the BRA's Chief Economist to analyze and report on issues of interest to the Agency. Prepared over two dozen reports on varied topics such as the history of Boston's economy, the demand for student housing, the balance between housing and commercial development in the South Boston Waterfront, and the results of the 2000 Census.

Education

Master of Planning, Urban and Environmental Planning, 1997

- University of Virginia, Charlottesville, Virginia

Bachelor of Arts, Government and Politics, 1993

- George Mason University, Fairfax, Virginia

Professional Development Courses, 2005-2008

- MIT Center for Real Estate, Cambridge, Massachusetts

Emerging Leaders Program, 2002, UMass Boston

Profile

Geoffrey

First Name

S

Middle Initial

Lewis

Last Name

bostongeoff@gmail.com

Email Address

6 Avon Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

Precinct 9

What district do you live in?

Mobile: (617) 780-7804

Primary Phone

Home:

Alternate Phone

Colliers International

Employer

Vice President

Job Title

Which Boards would you like to apply for?

Zoning Board of Appeals

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:

Town Meeting Member April 2010-April 2011 Parking Advisory Committee December 2015-June 2016
Affordable Housing Trust Fund December 2015-June 2016

Interests & Experiences

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

I remain interested in serving on the ZBA because it aligns with my personal and professional interests. As a city planner working in the real estate development business, I understand the need for growth in a responsible manner that benefits the town. I am also interested in design and ensuring that development enhances the community and the town.

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 worked at the Boston Redevelopment Authority for 15 years overseeing the review processes for dozens of high profile projects in Boston. I understand zoning law, design, regulatory process and practices, and the development process. I also served in the town of Natick's Community and Economic Development office from 2015 to 2016 and understand the needs of the town.

Please list any professional affiliations.

Urban Land Institute National Association of Industrial and Office Properties

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

Home improvement Travel Coaching softball

[Geoff_Lewis_Resume_Natick_ZBA.pdf](#)

Upload a Resume

Profile

Daiva

First Name

izbickas Verselis

Middle Initial

Last Name

daiva@rcn.com

Email Address

12 Fox Hill Drive

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

Precinct 6

What district do you live in?

Mobile: (508) 523-9058

Primary Phone

Home: (508) 653-4422

Alternate Phone

Realty Executives Boston West

Employer

Real Estate Sales

Job Title

Which Boards would you like to apply for?

Zoning Board of Appeals

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:

ZBA since February 2017.

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?

Working in Real Estate, I am always exposed to how zoning impacts a property and being able to explain to my clients the various limitations or opportunities different zoning categories present. I have seen a lot of poorly thought out projects in the town that didn't necessarily benefit towns people. I see a need for more senior type housing as our population ages but does not want to give up familiar surroundings, doctors or supports.

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

☒ Yes ☐ No

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

I hold a broker's level license in Real Estate. I have a passion for law and love to read deeds, legal papers and understand what they mean. I have a commercial sub specialty so I also understand the commercial and retail language. I am committed to the town and its inhabitants.

Please list any professional affiliations.

Mass Association of Realtors Ethics Board. Greater Boston Real Estate Business Development

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

I am an empty nester, so I am looking for something to do in my spare time now that I don't have to worry about homework. i love to travel and have a deep rooted involvement in the Lithuanian community and am on the Board of Directors for Samburis the folk dance group. I have always enjoyed town politics and would rather watch town meetings on TV rather than a movie.

[resume.pdf](#)

Upload a Resume

DAIVA IZBICKAS

PROFILE

Twenty two years of diversified experience including sales and marketing. A solid foundation in management, public relations, technical training and public speaking. 15 years of outstanding accomplishments in real estate sales, always a top producer and in leadership roles.

EXPERIENCE

REAL ESTATE

2000-present

DeWolfe, Keller Williams, Century 21 Wellesley, MA currently Realty Executives

Residential real estate sales. Sold over \$4,500,000 first year with DeWolfe, Rookie of the Year and achieving President's Club status for the two years employed there. During my first year at Keller Williams have was highest revenue producing agent for both offices. Sales Agent of the Year 2004 and Listing Agent of the Year 2006 & 2007. C21 Silver award 2008. Currently top producer with Realty Executives, 100% club one of top ten agents in company.

OAKMONT/HEALTH FROM THE SUN, Waltham, MA

Product Manager, Oakmont Labs

1997-1998

Product Manager for the introduction of a 24 item product line of nutritional supplements to the mass market. Involved in all aspects of the product release. Solely responsible in establishing contacts in the pharmacy distributor network and chain drug stores. Established product recognition in the naturopathic and alternative community.

- Initiated all public relations and media releases, ad campaigns and their tracking.
- Oversaw label design, marketing materials, brochures and promotional literature.
- Introduced product to 3 pharmacy distributors, 4 naturopathic distributors.
- Set up a medical panel of experts in both the alternative and medical communities.

BREAD & CIRCUS, Division of Whole Foods, Wellesley, MA

Buyer, Nutrition

1995-1997

Responsible for product buying for the nutrition department. Determined products to be carried on the shelf and kept home office informed of new products, consumer trends and product alerts in the industry.

HYBRITECH, INC., Division of Eli Lilly, Inc., San Diego, CA

Technical Sales Representative

1990-1995

Responsible for reagent system sales, in New York and New England territories. Responsibilities include coordinating distributor representatives, individual sales and working with specialists for instrumentation placement, and maintaining national accounts.

- 100% club for 5 consecutive years. First in 1990. Completed competitive analysis.
- Set up and implemented protocol resulting in acquiring a national account that became the company's largest dollar volume.

NEWS INFORMATION CENTER, Brooklyn, NY

Administrator

1988—1990

The primary news agency sanctioned by the newly formed government of Lithuania. Responsible for dissemination of information to: international press agencies, media networks, government agencies, and various related organizations. Enabled government representatives to establish

relationships with influential leaders and key people in western political organizations. Acted as a liaison with press corps and other NGO agencies.

- Oversaw meetings at the White House attended by President Landsbergis and Vice President Quayle, and at the United Nations. Trained CIA and secret service staff in sensitive and pertinent information in the newly separated Baltic nations .
- Participated in editorial meeting at major newspapers, (New York Times, Washington Post, etc.) and briefings for various government agencies.

CREATIVE CONDOMINIUM MARKETING, Lynnfield Ma 1986-1988

Worked as a part of a team in the marketing and sales of three major projects from the ground up. Primarily oversaw sales, marketing and build out of 100,000 sq.ft. Office Condominium Park in Lynnfield MA, Two additional projects included a 5 home subdivision in Lynnfield and 40 home subdivision in Peabody.

- Oversaw space planning, insuring project stayed on schedule.
- Liaison between customer, architects and work crew implementing custom designs.
- Insured our project adhered to local building codes and requirements.

KONE INSTRUMENTS, Inc., Bensenville, IL

***Northeast Territory Manager* 1985—1986**

Responsible for sales and support of a laboratory chemistry analyzer. Oversaw distributor network in region.

- Introduced product to Canada, established two offices in the eastern half of country, setup distributor network, gained instrument acceptance under Canadian Provincial regulations and helped develop advertising and marketing campaigns.
- In sales dollars, brought US territory into second place from last.

ROCHE DIAGNOSTIC SYSTEMS, Division of Hoffman LaRoche, Nutley, NJ

***Field Applications Specialist* 1983—1985**

Was responsible for all instrument support and reagent sales in Northeast.

- Achieved 150% of quota.
- Customized equipment for account's specific needs including computerization.
- Served as a liaison between all diagnostic and instrumentation product lines.

INSTRUMENTATION LABORATORIES, INC., Lexington, MA

Area Technical Director, Houston, TX, 1979—1983

- Supported all technical and sales personnel for seven product lines in 14 states.
- Trained customers as well as distributors and sales personnel in sales techniques, instrument operations and technical applications and company sales strategies.
- Lectured at national trade shows and professional meetings.
- Developed a customer training program which was instituted company-wide.

***Customer Information Specialist* 1977—1979**

Trained customers and field personnel on instrument operation and applications. Supported sales and service staff. Edited IL Reports, a technical publication and was responsible for all writing, layout and printing. Circulation was 15,000 internationally.

EDUCATION

- B.S., Biology/Medical Technology 1977 Simmons College, Boston, MA
- Language and Culture Scholarship Program 1977 Vilnius, Lithuania
- Management and Business graduate courses

- Broker level real estate license



TOWN OF NATICK Massachusetts 01760

TO: Board of Selectmen
FROM: Martha White
RE: Zoning Board of Appeals – Action Needed
DATE: April 27, 2017

There are four vacancies on the Zoning Board of Appeals as of May 1, 2017:

I recommend the following action:

- Ms. Durrane be appointed to Mr. Havener's three year term expiring May 1, 2020.
- Ms. Verselis be re-appointed to her three year term expiring May 1, 2020.
- Mr. Lewis be appointed to Mr. Hickey's remaining term expiring May 1, 2018.
- The associate member term will remain vacant.

ITEM TITLE: Charles Cicalis: Request to Waive Street Opening Moratorium for
Installation of Gas Line-43 Pitts Street

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	4/25/2017	Cover Memo
Recommendation-Ass't Town Engineer	4/25/2017	Cover Memo



Patricia O'Neil <poneil@natickma.org>

43 Pitts St - Waiver of street opening moratorium

7 messages

Charles Cicalis <ccicalis@comcast.net>
Reply-To: Charles Cicalis <ccicalis@comcast.net>
To: selectmen@natickma.org

Sat, Apr 22, 2017 at 1:58 PM

Dear Selectmen:

I am requesting a waiver of the street opening moratorium to allow Eversource to install a natural gas line to the house at 43 Pitts St which is undergoing major renovation. The existing oil heating system has already been removed in favor of a high efficiency gas system. Eversource tells me that they only have to go about 8 or 10 feet into the street to reach the gas main and do not have to open up the entire street.

Thanks very much for your consideration.

Charles Cicalis, Owner/Manager

Ph: [617-733-2829](tel:617-733-2829)





TOWN OF NATICK DPW ENGINEERING DIVISION

M E M O

DATE: APRIL 24, 2017

TO: BOARD OF SELECTMEN

FROM: JOHN DIGIACOMO, P.E. - ASSISTANT TOWN ENGINEER

RE: PETITION - STREET OPENING #43 PITTS STREET

Please be advised that Pitts Street is still within the 5 year street opening moratorium period as described in the Rules and Specifications Regulating Street Openings. The moratorium period for Pitts Street expires on 12/31/2019. The Board may wish to waive the moratorium period if it is determined that the request to connect to Eversource Gas is an emergency condition, as described in the street opening rules and regulations.

This request will involve a trench cut within the travelled way from the petitioner. Should the Board vote favorably on this request then I would recommend that as a condition of the street opening that Eversource Gas is required to directional drill the gas service under Pitts Street to the maximum length possible. Any trenches within the travelled way of Pitts Street shall be saw cut, backfilled with excavatable controlled density fill, and trench patched to the requirements of the DPW. Any disturbance to the asphalt berm curbing shall be replaced in-kind, and in accordance with DPW standards. Further, the street opening permit must be issued before November 1st with all work completed before November 15th.

ITEM TITLE: Sustainability Coordinator

ITEM SUMMARY: a. Amendments and New Net Meter Credit Purchase and Sale Agreement
b. Municipal Aggregation

ATTACHMENTS:

Description	Upload Date	Type
Net Metering Credit-Purchase & Sale-Waltham Site	4/27/2017	Cover Memo
Net Metering Credit-Purchase & Sale-Ashland MBTA Site	4/27/2017	Cover Memo
Procurement of Municipal Aggregation-Memo	4/27/2017	Cover Memo
Greening Our Grid Case Study	4/27/2017	Cover Memo
Greening Our Grid Fact Sheet	4/27/2017	Cover Memo
Natick Aggregation 101	4/27/2017	Cover Memo

NET METERING CREDIT PURCHASE AND SALE AGREEMENT FOR THE 275 2nd AVE., WALTHAM SOLAR ENERGY FACILITY

This Net Metering Credit Purchase and Sale Agreement ("Agreement") is entered into as of April 10, 2017 (the "Effective Date") by and between **OMNI NAVITAS MAP ES MA, LLC**, a Massachusetts limited liability company ("Seller") with an address of 75 Central Street, 3rd Floor, Boston, MA 02109, and the Town of Natick, a municipality organized under the General Laws of the Commonwealth of Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, by and through the Natick Board of Selectmen and the Natick Public Schools, a public school district, organized under the General Laws of the Commonwealth of Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, by and through the Superintendent of Schools ("Buyer"). In this Agreement, Seller and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating and maintaining solar (PV) electric generation facilities;

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, a portion of the Net Metering Credits associated with Energy generated by the Facility, but not the Environmental Attributes or Tax Attributes, during the Term, subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, representations, covenants and conditions herein, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLES I DEFINITIONS

1.1 When used in this Agreement, capitalized terms shall have the meanings given in the Glossary of Terms, attached hereto and incorporated herein, unless a different meaning is expressed or clearly indicated by the context. Words capitalized and defined in the Glossary of Terms shall be given their common and ordinary meanings when they appear in the Agreement without capitalization. Words not defined herein shall be given their common and ordinary meanings.

ARTICLE II TERM

2.1 Term. The term of this Agreement (the "Term") shall commence on the Effective Date, and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th)

anniversary of the Commercial Operations Date (the “Termination Date”), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Early Termination. This Agreement may be terminated without penalty prior to the Termination Date (the “Early Termination Date”):

- (a) By Buyer if the Commercial Operations Date has not occurred within the timeframe allowed for solar projects that have received a Statement of Qualifications from the Massachusetts Division of Energy Resources for inclusion in the 1600 MW capacity limit as set forth in 225 CMR 14.00 filed on April 25, 2014.
- (b) By either Party, in accordance with Section 4.1 (relating to net metering), Section 4.3 (relating to termination as a consequence of regulatory change), or Section 8.2 (relating to termination as a consequence of Force Majeure);
- (c) Pursuant to Section 10.3 (regarding financing).

Upon early termination of this Agreement in accordance with this Section 2.2, each Party shall discharge by performance all obligations due to the other Party that arose prior to the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

ARTICLE III

TITLE; FACILITY OPERATION; METER

3.1 Title.

(a) Seller shall retain title to the Facility, the Energy, the Environmental Attributes, Tax Attributes, generation capacity and ancillary services produced or associated with the Energy or the Facility, and to the amount of Net Metering Credits produced by the Facility but not sold to Buyer under this Agreement. If Buyer is deemed to be the owner of any of the above, Buyer shall, subject to Applicable Laws, assign the same to Seller, and if Buyer receives any payments regarding the above, it shall turn such payments over to Seller, subject to Applicable Laws and, if required, a town meeting vote of appropriation. This Section 3.1(a) shall survive the termination of this Agreement.

(b) As between Seller and Buyer, title to, and risk of loss of, the Quantity, as defined in Section V 5.1 (a), will pass from Seller to Buyer upon allocation of the Quantity to Buyer’s Recipient Account(s), as reflected on the Recipient Account Statements.

3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall promptly notify Buyer in writing of the Commercial Operation Date.

3.3 Interconnection; Meter. Seller, as party to the Interconnection Agreement, shall obtain and pay all costs associated with and required by, the Interconnection Agreement with the

LDC; and Buyer shall be named as “**Host Customer**” of record with the LDC. (See Section 4.2(a) regarding Buyer as Host Customer.) Buyer and Seller shall reasonably cooperate according to commercially reasonable standards with each other in obtaining the Interconnection Agreement and related documentation in a timely manner. Seller shall comply with, and pay for, all costs associated with LDC metering requirements on Buyer’s behalf.

3.4 Notice of Commercial Operation Date. Seller shall notify Buyer in writing of the Commercial Operation Date no later than ten (10) Business Days after the Facility has achieved Commercial Operations.

3.5 Development of Facility. Seller shall, at its sole cost and expense, cause the Facility to be designed, engineered, permitted, installed, constructed, operated and maintained (“Development”) pursuant to good and prudent industry practice, Applicable Legal Regulations, Governmental Approvals, the Interconnection Agreement, and applicable requirements of any Governmental Authority and LDC. And shall be responsible for all costs and expenses associated with and arising from interconnection of the System to the LDC’s electricity distribution system.

ARTICLE IV NET METERING; REGULATORY CHANGE

4.1 Net Metering as Condition Precedent. Each Party’s obligations under this Agreement are subject to the Facility’s metered connection to the LDC qualifying for Net Metering as a Public Facility under the Public Cap throughout the Term of this Agreement. If the Facility does not so qualify, either Party may, but shall not be obligated to terminate this Agreement by delivery notice thereof to the other Party. If this Agreement is terminated pursuant to this Section 4.1, the termination shall be effective as of the delivery of such notice without further liability of the Parties to each other, provided that the Parties shall not be release from any payment or other obligations arising under this Agreement prior to any such termination, and Section 11.1 (Disputes) shall continue to apply to disputes arising before such termination, notwithstanding such termination.

4.2 Host Customer; Net Metering Approval.

(a) Buyer and Seller shall, in a timely manner, reasonably cooperate according to commercially reasonable standards with each other and take all actions reasonably necessary to:

- (i) Cause Buyer to be designated as the Facility’s Host Customer (as that term is defined under the Net Metering Regulations), and
- (ii) Cause Buyer to be designated by the Massachusetts Department of Public Utilities (the “**DPU**”) as a Municipality of Other Governmental Entity, both as required for the Facility to qualify as a Public Facility under the Public Cap.

Notwithstanding the foregoing, Seller, on behalf of Buyer, shall prepare at no cost to Buyer and, if allowed by Applicable Laws and with the advance approval of Buyer, file with the DPU and any other Governmental Authority all applications and related information necessary to obtain the aforesaid designation, including, without limitation, the Schedule Z.

- (iii) Receive approval from the LDC for the Facility to receive Time-Of-Use rate classification (currently designated the B-5 rate class) which returns the greatest net metering credit value to the Buyer. If such a rate is not available through actions by Governmental Authority, the Parties shall negotiate in good faith in accordance with Section 4.3 of the Agreement.

(b) Buyer and Seller shall reasonably cooperate according to commercially reasonable standards with each other and take all reasonable actions necessary to transfer the Host Customer designation to Seller, or to such person as determined by Seller, upon the earlier of termination of this Agreement or any change in the Net Metering Regulations that would require such transfer in order to preserve the benefit of this Agreement to each Party. Subject to the provisions of this Agreement (including without limitation Section 12.18), Buyer and Seller each agree to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the Facility to be eligible for and to participate in Net Metering as contemplated by this Agreement. Seller will, on behalf of Buyer, perform (or, at Buyer's election, pay all reasonable costs incurred by Buyer in performing) all reporting obligations, if any, required by Buyer in its capacity as Host Customer for the Facility.

4.3 Obligation to Modify Agreement Pursuant to Actions by Governmental Authority. Upon issuance, enactment and/or implementation of a Governmental Authority order, decision, or regulation after the Effective Date, or upon the administration or interpretation thereof by the DPU of the LDC occurring after the Effective Date, that (i) materially restricts Seller's ability to deliver Energy to the Buyer, (ii) materially restricts Buyer's ability to receive or use Energy or Net Metering Credits, (iii) disallows the Facility's qualification as a Public Facility under the Public Cap, (iv) disallows Buyer's qualification as a Municipality or Other Governmental Entity under the Net Metering Regulations, or (v) otherwise materially impacts the ability of either Party to perform its obligations under this Agreement, including any change in Applicable Legal Requirements that result in a material increase in Seller's costs of construction and installation or continuing operation of the Facility, or, as to Buyer, any change in Applicable Legal Requirements that result in a material, adverse change in the Net Metering Credits Value, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent practicable, and shall use reasonable efforts to conform such amendment to restore the economic benefit to each Party. If the Parties negotiating in good faith cannot agree on such an amendment, then either Party may terminate this Agreement without penalty or liability, except for those obligations or liabilities that arose prior to termination.

ARTICLE V

PURCHASE AND SALE OF NET METERING CREDITS

5.1 Sale and Purchase of Net Metering Credits. Commencing on the Commercial Operations Date and continuing throughout the term,

- (a) Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept from Seller all of Seller's and Host Customer's rights, title and interest in and to the Net Metering Credits associated with the Energy generated by 100% of the Facility's nameplate capacity, as determined by the Meter (the "**Quantity**"), which Net Metering Credits Seller hereby represents and warrants shall be free and clear of all claims, liens, security interests, encumbrances of any kind, nature and description. Seller further represents and warrants that has, or, at the time of sale to Buyer, will have, the unrestricted right to sell Quantity to Buyer.
- (b) So that the Facility will qualify as a Public Facility, Seller agrees to assign and does hereby assign to Buyer, and Buyer agrees to accept from Seller, 100% of the Net Metering Credits generated by the Facility, which Seller hereby represents and warrants shall be free and clear of all claims, liens, security interests and encumbrances of any kind, nature and description.
- (c) If during the Term, Buyer's electricity load is reduced such that it no longer can utilize the Net Metering Credits purchased under this Agreement, or Buyer otherwise elects in its sole discretion to do so, it may, with prior written consent of Seller which shall not be unreasonably withheld, conditioned or delayed, transfer or sell such excess Net Metering Credits to a Municipality or Other Governmental Entity, provided such Municipality or Other Governmental Entity has a similar or better credit rating. Seller shall cooperate with according to commercially reasonable standards and provide assistance to Buyer in amending the Schedule Z for the transfer of such excess Net Metering Credits. For avoidance of doubt, it shall be unreasonable for Seller to withhold consent where a transfer or sale is to an entity that has been approved by the DPU as a Municipality or Other Governmental Entity, and where that Municipality or Other Governmental Entity has a similar or better credit rating as the Buyer, and where such sale or transfer will not adversely affect the status of the Facility as a Net Metering Facility of a Municipality or Other Governmental Entity.

5.2 Price. The price that Buyer shall pay to Seller for the Quantity shall be as stated on Exhibit A attached hereto (the "**Price**"). In the event that the Net Metering Credit Value falls below the Minimum Purchase Price shown in Exhibit A, Seller shall make all commercially reasonable efforts to cause the Facility's Host Customer to effect a change in the applicable rate class if such a change would result in a Net Metering Credit Value that is more advantageous to the Buyer. If such a reduction in Net Metering Credit Value is caused by action of a Governmental Authority, the provisions of section 4.3 shall apply.

5.3 Delivery. To deliver the Net Metering Credits to Buyer, Seller shall deliver 100% of the Facility's Energy to the Meter pursuant to the Interconnection Agreement.

5.4 Allocation of Net Metering Credits; Responsibility and Indemnification.

Buyer may allocate the Net Metering Credits purchase by Buyer to Buyer's Recipient Account(s) through completion of a Schedule Z, or such process as may be established by the Tariff. Buyer may not change its allocation of Net Metering Credits (through amending its Schedule Z or through some other process) without Seller's prior, written approval, which shall not be unreasonably withheld, conditioned, or delayed.

- (a) Buyer understands that the Net Metering Credits delivered to Buyer's Recipient Account(s) in any particular month will be reflected on the Host LDC Account Statement as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on the Host LDC Account Statement according to the LDC's billing cycle, which may be up to approximately one (1) month after the Energy associated with the Net Metering Credits is generated by the Facility. Based on the Schedule Z, the Net Metering Credits will be allocated to and reflected on the Buyer's Recipient Account Statement(s) according to the LDC's billing cycle, which may be up to two (2) months after the Energy associated with the Net Metering Credits is generated by the Facility. However, notwithstanding anything to the contrary in this Agreement, Buyer shall not be responsible to pay Seller for any Energy for which Buyer has not received Net Metering Credits by the LDC, as reflected on Buyer's Recipient Accounts Statement.
- (b) Seller will be solely responsible to correct, or cause to be corrected, any LDC allocation error, and Buyer agrees to reasonably cooperate with Seller in that regard in a timely manner. If the LDC will not permit Seller to make such correction on behalf of Buyer as Host Customer, Buyer shall in good faith attempt to do so, and Seller shall pay all reasonable costs incurred by, and fully and timely cooperate with, Buyer in connection herewith.
- (c) Notwithstanding anything to the contrary in the Agreement, Buyer shall not be responsible or liable to Seller (or any other person or entity, including but not limited to the LDC) under any circumstances for any of the following, all of which shall be the sole responsibility of Seller: (1) payment for any Excess Quantity; (2) any failure of the LDC to allocate any Net Metering Credits to any Third Party Buyer, except if such failure is caused solely by Buyer's gross negligence or willful misconduct; (3) any errors in the Schedule Z made by or resulting from acts or omissions of Seller; (4) any failure of any Third Party Buyer to make payments to Seller; (5) any costs, expenses, charges, including without limitation customer fees, and losses incurred by, or imposed by, the LDC or Governmental Authority upon Buyer in its capacity as Host Customer, except if such failure is caused solely by Buyer's gross negligence or willful misconduct; and (6) the design, construction, permitting, interconnection, operation, maintenance, repair, casualty or removal of the Facility. In addition to, and not a limitation of, any other rights and remedies available to Buyer under this Agreement or Applicable Law, Seller shall indemnify, save harmless and defend Buyer and its officers, employees, boards, commissions, committees and agents against all Losses to the extent arising from the act or

omission of the Seller and/or from the Seller's failure to comply with applicable laws, regulations or rules. This indemnification obligation of Seller is in addition to and not a limitation of any other rights and remedies of Buyer under this Agreement, at law and in equity, and shall survive termination of this Agreement.

5.5 Governmental Charges.

- (a) As between Buyer and Seller, Seller is responsible for any and all Governmental Charges attributable to or arising out of the property on which the Facility is located, the Facility, the Energy and the Net Metering Credits corresponding thereto, and the sale of Energy or Net Metering Credits to Buyer and any Third Party Buyer, irrespective of whether imposed before, upon or after the allocation and delivery of any Energy or Net Metering Credits to the Host Customer, Buyer, or any Third Party Buyer.
- (b) Both Parties shall use commercially reasonable efforts to administer this Agreement and to implement its provisions so as to minimize Governmental Charges. In the event any of the sale of Net Metering Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party's written request therefore, provide the applicable Party with all available documentation to evidence such exemption or exclusion.

5.6 Performance Guarantee. Seller guarantees to Buyer eighty-five percent (85%) of the estimated annual generation set forth in Exhibit C. In the event that the actual annual generation does not equal or exceed that guarantee, then the Parties shall negotiate in good faith to resolve the issue. If the Parties are unable to reach agreement, then the Buyer may terminate this agreement on written notice to the Seller.

ARTICLE VI PAYMENT

6.1 Payment.

- (a) Beginning with the first month that Buyer's Recipient Account Statement(s) reflects Net Metering Credits, Seller shall provide Buyer with an invoice (the "invoice") for the value of the Quantity that is credited to Buyer's Recipient Account(s) according to the monthly Buyer's Recipient Account Statement(s).
- (b) Subject to Section 6.3, Buyer shall remit payment of the full amount of each Invoice to Seller or its designee by check, or if the Parties agree, by electronic funds transfer (or other means agreeable to both Parties) to the account designated by Seller within sixty (60) days following Buyer's receipt of each such Invoice. Any payment not made to Seller within sixty (60) days of the Buyer's receipt of an Invoice shall bear interest from the date on which such payment was required to have been made, through and including the date such payment is actually received by Seller. Such interest shall accrue at an annual rate equal to the Interest Rate.

(c) Prior to the Commercial Operations Date, Buyer shall take all reasonable actions necessary to allow Seller to electronically access, for the Term, the Recipient Account Statement solely for purposes of fulfilling Seller's obligations under this Agreement. Seller shall pay all reasonable costs incurred by Buyer in providing Seller such access.

(d) The Parties shall resolve any Invoice disputes according to Section 6.3 (Invoice Disputes).

6.2 Records and Audits.

(a) Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement.

(b) Each party shall keep, for a period of not less than two (2) years after the expiration of any transaction, or any other longer period required by applicable law, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such transaction and to permit verification of the Parties' compliance with this Agreement and verification of the Energy produced by the Facility. During such period, each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such transactions during the other Party's normal business hours.

6.3 Invoice Disputes. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall promptly notify the other Party of the basis for the dispute and pay any undisputed portion of such Invoice no later than the due date. Upon resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate per annum at the option of the overpaying Party, subject, as to Buyer, to an appropriation of funds. The Parties shall only be entitled to dispute an amount owed or paid within twelve (12) calendar months from the date of issuance of such Invoice, unless the basis of the dispute was neither known nor reasonably knowable, in which event the dispute may be raised within twelve (12) calendar months from the date such Party knew or should have known of the dispute. If the Parties are unable to resolve a payment dispute under this Section, the Parties shall follow the procedure set forth in Article 11 (Regarding dispute resolution).

ARTICLE VII REPRESENTATIONS & COVENANTS

7.1 Mutual Representations. Each Party represents to the best of its knowledge and belief to the other Party as follows:

- (a) The Party is duly organized, validly existing, and in good standing under the laws of Massachusetts.
- (b) The Party has full legal capacity to enter into and perform this Agreement.
- (c) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- (d) It shall perform its obligations under this Agreement in compliance with Applicable Law.

7.2 Forward Contract; Section 366, U.S. Bankruptcy Code. Parties acknowledge that this Agreement and the transactions contemplated hereunder are intended to constitute a “**Forward Contract**” within the meaning of the United States Bankruptcy Code, and that Seller is intended to be a “**Forward Merchant**” within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not deemed a “**Utility**” as such term is used in Section 366 of the United States Bankruptcy code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is the debtor-in-bankruptcy.

7.3 Net Metering.

- (a) Buyer acknowledges that, as of the Effective Date and pursuant to M.G.L. c.164, Section 139(f), the maximum amount of generating capacity eligible for Net Metering by a Municipality or Other Governmental Entity that serves as Host Customer for all the facilities generating such capacity is ten (10) megawatts (MWs) (alternating current). Buyer represents to the best of its knowledge and belief to Seller that Buyer does not own or operate, nor is it the assignee (solely or together with other Municipalities or Other Governmental Entities), of the output of net metering facilities with an aggregate capacity of more than ten (10) MWs (alternating current), including the Facility’s output, unless permitted by Applicable Law. The foregoing notwithstanding, if such ten (10) MW limit is increased by Applicable Law, Buyer may own, operate, or be the assignee of the output of Net Metering Facilities with an aggregate capacity up to the increased amount of capacity permitted by Applicable Law.
- (b) Seller represents and warrants to Buyer that it shall exercise best and diligent efforts to construct, operate and maintain the Facility in a manner that will, throughout the term of this Agreement, qualify the Facility as a Public Facility.
- (c) Buyer and Seller acknowledge that the Facility is intended to be a Public Facility and each party covenants that it shall not take any action inconsistent with the Facility’s status as such except insofar as that action is authorized hereunder or in conformance with the provisions hereof, including allocating Net Metering Credits

generated by the Facility to any entity that is not a Municipality or Other Governmental Entity.

ARTICLE VIII TERMINATION; DEFAULT

8.1 Events of Default. The following shall each constitute an Event of Default by a Party:

- (a) The Party fails to make any material payment due under this Agreement within thirty (30) days after such payment is due, after prior written notice and a seven (7) day opportunity to cure such a failure, unless the specific amount of the payment not made is being disputed.
- (b) The Party fails to perform or comply with any material covenant or Agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of prior written notice thereof from another Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same.
- (c) Fraud or intentional misrepresentation by the Party with respect to any of the covenants or Agreements of this Agreement.
- (d) The Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) except for assignments made pursuant to Section 10.1 (regarding financing), makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) except for exercise of possession through assignments made pursuant to Section 10.1 (regarding financing), has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued

on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure* a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that; (i) the non-performing Party, within two (2) weeks after the occurrence of the *Force Majeure* event, gives the other Parties hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Termination for Default

- (a) Upon the occurrence of an Event of Default, a non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) Business Days after the giving of such notice, subject to the rights to cure of Sections 8.1 and 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.
- (b) In the event this Agreement is terminated as a result of an event of Default, (i) Seller shall have no obligation to deliver, and Buyer shall have no further obligation to purchase, any Net Excess Generation Credits from Seller, provided, however, that Buyer shall pay Seller for any Net Excess Generation Credits generated by Sellers that have or may continue to be allocated to Buyer by the LDC, and (ii) Seller shall notify the LDC immediately to stop any future NET excess Generation Credits allocation to Buyer forthwith, and shall promptly provide a copy of such notification to Buyer.

ARTICLE IX REMEDIES AND LIMITATION OF LIABILITY

9.1 Remedies. Subject to the limitations set forth in this Agreement, each Party reserves and shall have rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each party agrees that it has a duty to mitigate damages that it may incur as a result of a Party's non-performance under this Agreement.

9.2 Limitation of Liability. WITH THE EXCEPTION OF SELLER'S OBLIGATIONS SET FORTH IN THE FOLLOWING SECTION 9.3, NO PARTY SHALL BE LIABLE TO THE OTHERS FOR ANY INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANYWAY INCIDENT TO ANY ACT OR OMISSION OF ANY OF THE PARTIES RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY. Notwithstanding anything to the contrary in this Agreement, Buyer's liability is subject to the Massachusetts Tort Claims Act, G.L. ch. 258 and nothing provided herein is intended to constitute a waiver of the protections afforded under G.L. ch. 258.

9.3 Indemnification. Notwithstanding anything to the contrary in Section 9.2, Buyer shall not be responsible or liable for any personal injury or property damage caused by or occurring upon the Solar Energy Facilities or any individual component thereof, except for personal injury or property damage caused by the negligence or unlawful conduct of Buyer's employees or agents, to the extent allowed by law. Seller shall defend, indemnify and hold harmless Buyer, its Trustees, officers, directors, agents, boards, commissions, committees, and employees from and against any and all claims, demands, liens, lawsuits, judgments or actions of any nature that may be brought on account of the act or omission of the Seller, the construction, installation, operation, maintenance, repair or replacement of the Solar Energy Facilities or any component thereof, or by a failure of the Seller to comply with applicable laws and regulations. Notwithstanding the foregoing, the extent of the Buyer's responsibility shall not exceed the Buyer's liability for the negligent acts or omissions of its employees as governed by Massachusetts General Laws Chapter 258.

9.4 Waivers.

- (a) No Implied Waivers – Remedies Cumulative. No covenant or Agreement under this Agreement shall be deemed to have been waived by a Party, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's duly authorized agent. Consent or approval of a Party to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve any other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure to insist upon the strict performance of any one of the covenants or Agreements of this Agreement or to exercise any right, remedy or election contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or Agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of a Party herein specified or any other right or remedy that a Party may have at law, in equity or otherwise upon breach of any covenant or Agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall

be deemed to be in exclusion of any other.

- (b) Acceptance of Payment. Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any default under the covenants or Agreements of this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.

ARTICLE X ASSIGNMENT

10.1 Prior Written Consent. No Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Parties, which consent may not be unreasonably conditioned, withheld or delayed, except that no prior consent shall be required in connection with any assignment by Seller (a) of its rights and obligations hereunder to an Affiliate of Seller, and (b) in connection with the financing of a Solar Energy Facility.

10.2 Collateral Assignment; Financing Provisions.

- (a) Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Solar Energy Facility. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Solar Energy Facilities. Seller's assignee shall be able to perform fully all duties of the Seller under the Agreement. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender or lessor, as applicable, Buyer agrees as follows:

- i. Consent to Collateral Assignment. Buyer consents to both the sale of the Solar Energy Facilities to a Lender and the collateral assignment of the Sellers's right, title and interest in and to this Agreement in connection with the financing of the Solar Energy Facilities.

- ii. Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Solar Energy Facilities, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of the Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Solar Energy Facilities;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any

default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

- (C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Solar Energy Facility by the Lender, whether by judicial proceeding or under any power of sale contained herein, or any conveyance from the Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;
- (D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer may, in Buyer's complete discretion, elect to enter into a new Agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

iii. Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if Seller's default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies to the Lender, shall acquire title or control of Seller's assets and shall, within the time periods described in Section 19.2(a)(iii)(A), cure all material defaults under this Agreement existing as the date of such change in title or control in the manner required by this Agreement, and provided that after such change in title or control Buyer shall continue to receive all the Net Excess Generation Credits due to it as set forth in this Agreement, this Agreement shall continue in full force and effect.

(b) Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees to (i) execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel concerning Buyer's legal status and authority as may be reasonably requested by Seller and/or Lender in connections with the financing or sale of the Solar energy facilities, pursuant to this Section 10.2.

ARTICLE XI AMENDMENT FOR FINANCING

11.1 Obligation to Negotiate to Modify Agreement Pursuant to Financing Requirements. If a Lender requires this Agreement to be modified as a condition to extending credit to Seller or providing commercially reasonable, market-based financing to Seller for or in connection with Facility or in connection with a membership interest purchase of Seller, or if Seller, in good faith, requires the Agreement to be modified in order to finance the development, operation, maintenance, repair or removal of the Facility, the Parties shall in good faith and in a reasonably timely manner negotiate an amendment to this Agreement to reasonably conform to such requirements and to the original intent of this Agreement. If the Parties, negotiating in good faith, cannot agree on the amendments within twenty-one (21) days, Seller may terminate this Agreement. Seller shall give Buyer thirty (30) days prior written notice and this Agreement shall terminate without further liability of the Parties to each other, provided that the Parties shall not be released from any obligation arising under this Agreement prior to such termination. Under no circumstances will Buyer be required under this Section 10.3 to amend the Agreement to increase the Price paid by Buyer.

Article XII Dispute Resolution

12.1 Dispute Resolution. The parties agree to use reasonable efforts to resolve any dispute(s) that may arise regarding this Agreement, provided that this section shall not prevent or impede a party from terminating this Agreement in accordance with the procedures set forth in section 8.1 and 8.3.

- (a) Negotiation. Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the chief executive of Seller, and the Natick Board of Selectmen or its designee, who shall use reasonable efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other written notice that identifies with reasonable particularity the nature and the act(s) or omission(s) forming the bases of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless such 14-day period is modified by written Agreement of the Parties.
- (b) Mediation. In the event that the Parties cannot resolve a dispute by informal negotiations, the parties involved in the dispute agree to submit the dispute to

non-binding mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. The period within which mediation must commence and be completed shall be within sixty (60) days of the expiration of the period for informal negotiations, unless such time period is modified by written Agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all Parties involved in the dispute. Mediation shall not exceed one single eight (8) hour day, unless otherwise Agreement in writing by the Parties. If a dispute is not resolved after mediation, either Party may pursue further recourse in the appropriate Massachusetts state court located in Middlesex County.

Notwithstanding any other provision of this Agreement, this subsection XII 12.1 (b) shall not abridge the right of either Party to commence litigation in order to comply with an applicable statute of limitation.

- (c) Survival of dispute resolution provisions. The provisions of this section 11.1 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.
- (d) Equitable Relief. Notwithstanding anything to the contrary in this section, either Party may proceed immediately to court to seek equitable relief for perceived irreparable harm.

Article XIII Miscellaneous

13.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be deemed delivered upon receipt (except that notice provided by email shall be deemed delivered upon confirmation of receipt of which auto reply is insufficient), and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email transmission. The communications shall be sent to the following addresses.

If to Seller:

OMNI NAVITAS MAP ES MA, LLC
75 CENTRAL STREET 3RD FLOOR
BOSTON, MA 02109
Phone: (774) 269-2564
Glenn Frank, Esq. (glenn.frank@omni-navitas.com)

If to Buyer:

Town of Natick, Massachusetts
Attention: Martha L. White, Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760
Phone: (508) 647-6403
Email: mwhite@natickma.org

With a copy to:

Town of Natick, Massachusetts
Attention: Jillian Wilson Martin, Sustainability Coordinator
Natick Department of Public Works
75 West Street
Natick, MA 01760
Phone: (508) 647-6555
Email: jwmartin@natickma.org

John P. Flynn, Esq.
Murphy, Hesse, Toomey & Lehan, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

Any Party may change its address and contact person for the purpose of this section by giving notice thereof in the manner required herein.

13.2 Severability. If any non-material part of this Agreement is held to be unenforceable by final judgment or order of a court of competent jurisdiction, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable by final judgment or order of a court of competent jurisdiction, and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be subject to section 11 (regarding dispute resolution).

13.3 Governing Law. This Agreement and the rights and duties of the parties hereunder shall be governed by and shall be constructed, enforced and performed in accordance with

the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

13.4 Entire Agreement. This Agreement, together with its exhibits, contains the entire Agreement between Seller and Buyer with respect to the subject matter hereof and supersedes all other understandings or Agreements, both written and oral, between the Parties relating to the subject matter hereof.

13.5 Press Releases. The Parties shall reasonably cooperate with each other when making public announcements of any kind or in any form related to the execution and existence of this Agreement, or the sale or purchase of Net Metering Credits.

13.6 No Joint Venture. Nothing herein contained shall be deemed to constitute any party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligation of Seller and Buyer hereunder are individual and neither collective nor joint in nature.

13.7 Amendments; Binding Effect. This Agreement may not be amended, changed, modified or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors.

13.8 Counterparts. Four (4) original copies of this agreement shall be signed by both Parties, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

13.9 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall, at the cost of the requesting Party, execute, acknowledge and deliver such reasonable documents and assurances, reasonably requested by the other and shall take such reasonable action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the truncations contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any commercially reasonable request made pursuant to this section 12.9.

13.10 Good faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a reasonable manner.

13.11 No third Party-Beneficiaries. This Agreement is intended solely for the benefit of the -parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be constructed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a party to this Agreement.

13.12 Access to Records. Seller will make all books, accounts, data, records, reports, files and other papers relevant to the meeting and billing under this Agreement available at all

reasonable times for inspection, review and audit by the seller or its authorized representative.

13.13 Ownership of documents. The parties agree that all documents created for the Buyer pursuant to this Agreement by the Seller shall belong to the Buyer and shall be subject to the Massachusetts Public Records Law.

13.14 Additional terms regarding Buyers obligations. Notwithstanding anything to the contrary in this Agreement, including, but not limited to, section 10.2, 10.3 and 12.9

(a) Buyer shall not be required to execute documents or instruments subsequent to the execution of the Agreement which will materially or unreasonably increase Buyer's risk or obligations under the Agreement, or result in the waiver of any Buyer's right or remedies under the Agreement or at law or in equity or require Buyer to give an opinion or make a statement of fact of which Buyer does not have actual knowledge.

(b) Any requirement that Buyer cooperate or assist Seller shall not require Buyer to interfere with or influence the independent regulatory licensing, taxing, permitting or judicial functions of any official, department, board, committee, body or commission of Buyer.

(c) The Agreement shall be governed by and interpreted in accordance with applicable law.

(d) Buyer does not waive any of the rights, remedies, defenses and immunities afforded Buyer, as a municipality, under G.L. c. 258, all of which rights, remedies, defenses and immunities Buyer hereby reserves.

13.15 Certifications. M.G.L. c. 62C, section 49A Certification. Seller hereby certifies under penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support, all as stated under M.G.L. c. 62C, section 49A.

Seller certifies that its entry into this Agreement is made and submitted in good faith and without collusion or fraud with any person as defined in Massachusetts General Law, Chapter 30B.

Seller understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Seller with respect to the services required to be provided under this Agreement. The Seller and its officers, employees, agents, directors, subcontractors, consultants and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Net Metering Credit Purchase and Sale Agreement under seal as of the effective date.

Seller:
OMNI NAVITAS MAP ES MA, LLC

By: _____
Name: James McAuliffe
Title CEO

Buyer:

TOWN OF NATICK

By the Natick Board of Selectmen

Jonathan H. Freedman, Chairman

Susan G. Salamoff, Vice-Chairman

Richard P. Jennett, Jr., Clerk

Michael J. Hickey

Amy Mistrot

Dated: _____

NATICK PUBLIC SCHOOLS

By the Superintendent of Schools

Peter Sanchioni, Ph.D.

Dated: _____

Approved as to the Availability of Appropriation

Name: Virginia W. Cahill
Title: Comptroller, Town of Natick

Date: _____

Approved as to Form Only (and not as to Substance):

John P. Flynn, Esq.

Date: _____

List of Exhibits to Agreement

Glossary of Terms

Exhibit A – Price

Exhibit B – Project Description: Solar Energy Facilities

Exhibit C – Projected Output over 20 years

Glossary of Terms

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article I which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words are not defined herein shall be given their common and ordinary meanings.

“Affiliate” means, as to any person or entity, any other person or entity which, directly or indirectly, in in control of, controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of management and policies of such person or entity whether by contract or otherwise.

“Applicable Legal Requirements” means any present and future federal, state and/or local law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction, including the Net Metering Regulations, of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Solar Energy Facilities, the selling and purchasing of Net Excess Generation Credits therefrom, and the assignment of Energy therefrom.

“Business Day” means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Class II Net Metering Facility” shall have the meaning set forth in 220 C.M.R. section 18.00, *et seq.*

“Commercial Operations Date” means the date for each Solar Energy Facility upon which it generates electric energy on a commercial basis and its interconnection to the local electrical distribution system has been authorized and is functioning with the LDC.

“Confidential Information” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is clearly marked, or designated, if oral, as “confidential” by such Party. The Parties agree that the provisions and specifics (but not the existence) of the Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection

with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclose pursuant to any applicable law, rule or regulation requiring such disclosure, or as compelled by legal process including, but not limited to, any “public records” or “freedom of information” request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority and (f) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party.

“Early Termination Date” is defined in Section 2.2

“Energy” means, for each Solar Energy Facility, the amount of electricity either used or generated over a period of time by that Facility, expressed in terms of kilowatt hour (“kWh”) or megawatt (“MWh”).

“Environmental Attributes” means each of the following financial rebates and incentives that is in effect as of the Effective Date or may come into effect in the future: (a) production, energy, or investment tax credits associated with the development, construction, ownership, or operation of the System, accelerated depreciation, and other financial incentives in the form of credits, reductions, or allowances associated with the System or the Green Attributes that may be applied to reduce any state or federal income taxation obligation, including Tax Benefits, (b) performance-based incentives under applicable state or federal law or utility programs, including without limitation any feed-in tariffs that are in effect or may come into effect in the future; and (c) all other rights, credits, rebates, benefits, and entitlements of any kind, howsoever entitled or named, whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the System or the Output or otherwise from the development, installation, or ownership of the System or the production, sale, purchase, consumption or use of the Output. Without limiting the foregoing, Environmental Financial Incentives includes (a) the right to apply for (and entitlement to receive) incentives under any demand-side management, distributed generation, or energy efficiency programs offered by a utility company, a third-party provider, or the state in which the System is located; (b) any incentive offered pursuant to a renewable energy program, or any other incentive programs offered by or in the state in which the System is located; and (c) the right to claim federal income tax credits under Sections 45 or 48 of the Internal Revenue Code, or any state tax law or income tax deductions, with respect to the System under the Internal Revenue Code or any state tax law. Environmental Financial Incentives do not include Green Attributes.

“Facility” means all equipment, facilities and materials, including photovoltaic arrays, DC/AC inverters, wiring, Meters, tools, and any other property now or hereafter installed, owned, operated, or controlled by System Owner for the purpose of, or incidental or useful to, maintaining the use of the solar generation system and providing Output to Host Customer at the Delivery Point, and as it may be modified during the Term.

“Force Majeure” means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this

Agreement, including, but not limited to, Acts of God; hurricanes or tornadoes, fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by Buyer may not be asserted as an event of *Force Majeure* by Buyer; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

"Generation Contingent" means that the Seller's failure to deliver is excused if the Solar Energy Facilities for any reason do not generate sufficient Energy necessary to deliver Net Excess Generation Credits hereunder. In such an event, Seller shall not be liable to Buyer for any damages.

"Governmental Authority" means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

"Governmental Charges" means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, uses, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Net Excess Generation Credits and the Energy, including, but not limited to, any monthly minimum reliability contributions charged to Buyer by the LDC on Buyer's electricity invoices as contemplated by Chapter 75 of the Acts of 2016- Massachusetts.

"Interconnection Agreement" shall mean the Interconnection Service Agreement(s) entered into with LDC, each of which authorizes the interconnection of the respective Solar Energy Facility with the local electric distribution system, which confirms the eligibility of each Solar Energy Facility for treatment as a Solar Net Metering Facility, and which specifies (directly or by reference to the "Schedule Z" filed by Seller under the Tariff) the manner in which the Net Excess Generation Credits shall be allocated.

"Interest Rate" means the rates established by the Commonwealth in accordance with Massachusetts General Laws Ch.29, Section 29C and with Commonwealth Regulation 815 CMR 4.00.

"LDC" means the local electrical distribution company.

“Lender” means the entity or person(s) providing financing to Seller in connection with the Solar Energy Facilities.

“Net Excess Generation Credits” shall have the meaning set forth in 220 C.M.R. section 18.00, *et seq*, as implemented by the Tariff.

“Net Metering” means the process of measuring the difference between electricity delivered by a LDC and electricity generated by a net metering facility and fed back to the LDC, as set forth as of the Effective Date under M.G.L. c. 164, sections 138-140, and 220 C.M.R. section 18.00, *et seq*, as may be amended from time to time by a Governmental Authority.

“Net Metering Credit” means any credit, including a Market Net Metering Credit and a Neighborhood Net Metering Credit as defined in M.G.L. c. 164, § 138, provided by a Distribution Company for the net excess electricity generated and fed back to the Distribution Company by a Class I Net Metering Facility, Class II Net Metering Facility, Class III Net Metering Facility, or Neighborhood Net Metering Facility.

“Net Metering Regulations” are the Massachusetts net metering statute, M.G.L. c. 164, sections 138-140, the Massachusetts net metering regulations, 220 CMR 18.00 *et seq*, and the Tariff, as each may be amended from time to time.

“Public Cap” means the LDC’s aggregate Net Metering capacity MW limit for all Public Facilities, pursuant to St. 2010, c. 359, sections 27 and 29.

“Public Facility” means a Class II or III Net Metering Facility: (1) that is owned or operated by a municipality or other government entity; or (2) of which the municipality or other government entity (a) is assigned 100 percent of the output; (b) is the Host Customer; and (c) if allocating Net Metering Credits, allocates only to municipalities and other governmental entities.

“Renewable Energy Credit” or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, and Tax Attributes and the Net Excess Generation Credits.

“Solar Energy Facility” means the solar (PV) power electrical generation facilities, to be constructed, owned, operated and maintained by Seller, each of which qualifies as a Class II Net Metering Facility, together with all appurtenant facilities required to interconnect such Solar Energy Facility to the local electric distribution system, as further described in Exhibit D, attached hereto.

“Solar Net Metering Facility” shall have the meaning set forth in 220 C.M.R. section 18.00, *et seq*.

“Tariff” means the LDC’s tariff for interconnection for distributed generation and net metering services, as approved by the Massachusetts Department of Public Utilities, together with any subsequent amendments and approvals thereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Solar Energy Facilities or the output generated by the Solar Energy Facilities (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

EXHIBIT A
PRICE OVER 20 YEARS

Commencing on the Commercial Operations Date and continuing thereafter for each year of the 20 Year Term, the Price shall be a flat rate of \$.13/kWh per year.

<u>Year</u>	<u>Price/kWh</u>
1	\$0.13
2	\$0.13
3	\$0.13
4	\$0.13
5	\$0.13
6	\$0.13
7	\$0.13
8	\$0.13
9	\$0.13
10	\$0.13
11	\$0.13
12	\$0.13
13	\$0.13
14	\$0.13
15	\$0.13
16	\$0.13
17	\$0.13
18	\$0.13
19	\$0.13
20	\$0.13

EXHIBIT B
PROJECT DESCRIPTION: SOLAR ENERGY FACILITY

Project:	275 2 nd Avenue, Waltham
Project Size (Nameplate)	.3168 MWAC, .3802 MWDC
Utility & Load Zone	Eversource NEMA
Address	275 2 nd Avenue
City	Waltham, MA
Expected Generation Year 1	475,200 kWh

EXHIBIT C
Projected Output over 20 years

Year	Annual Output KwH
1	475,200
2	472,824
3	470,460
4	468,108
5	465,767
6	463,438
7	461,121
8	458,815
9	456,521
10	454,239
11	451,968
12	449,708
13	447,459
14	445,222
15	442,996
16	440,781
17	438,577
18	436,384
19	434,202
20	432,031

Performance Guarantee: Eighty Five Percent (85%) of Estimated Annual Generation. In the event the actual annual generation does not equal or exceed the Performance Guarantee, the terms of Section 5.6 above shall be invoked and the Parties hereto agree to adhere to the procedures described therein.

NET METERING CREDIT PURCHASE AND SALE AGREEMENT FOR THE ASHLAND MBTA STATION SOLAR ENERGY FACILITY

This Net Metering Credit Purchase and Sale Agreement ("Agreement") is entered into as of April 10, 2017 (the "Effective Date") by and between **OMNI NAVITAS MAP ES MA, LLC**, a Massachusetts limited liability company ("Seller") with an address of 75 Central Street, 3rd Floor, Boston, MA 02109, and the Town of Natick, a municipality organized under the General Laws of the Commonwealth of Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, by and through the Natick Board of Selectmen and the Natick Public Schools, a public school district, organized under the General Laws of the Commonwealth of Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, by and through the Superintendent of Schools ("Buyer"). In this Agreement, Seller and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating and maintaining solar (PV) electric generation facilities;

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, a portion of the Net Metering Credits associated with Energy generated by the Facility, but not the Environmental Attributes or Tax Attributes, during the Term, subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, representations, covenants and conditions herein, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLES I DEFINITIONS

1.1 When used in this Agreement, capitalized terms shall have the meanings given in the Glossary of Terms, attached hereto and incorporated herein, unless a different meaning is expressed or clearly indicated by the context. Words capitalized and defined in the Glossary of Terms shall be given their common and ordinary meanings when they appear in the Agreement without capitalization. Words not defined herein shall be given their common and ordinary meanings.

ARTICLE II TERM

2.1 Term. The term of this Agreement (the "Term") shall commence on the Effective Date, and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th)

anniversary of the Commercial Operations Date (the “Termination Date”), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Early Termination. This Agreement may be terminated without penalty prior to the Termination Date (the “Early Termination Date”):

- (a) By Buyer if the Commercial Operations Date has not occurred within the timeframe allowed for solar projects that have received a Statement of Qualifications from the Massachusetts Division of Energy Resources for inclusion in the 1600 MW capacity limit as set forth in 225 CMR 14.00 filed on April 25, 2014.
- (b) By either Party, in accordance with Section 4.1 (relating to net metering), Section 4.3 (relating to termination as a consequence of regulatory change), or Section 8.2 (relating to termination as a consequence of Force Majeure);
- (c) Pursuant to Section 10.3 (regarding financing).

Upon early termination of this Agreement in accordance with this Section 2.2, each Party shall discharge by performance all obligations due to the other Party that arose prior to the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

ARTICLE III TITLE; FACILITY OPERATION; METER

3.1 Title.

(a) Seller shall retain title to the Facility, the Energy, the Environmental Attributes, Tax Attributes, generation capacity and ancillary services produced or associated with the Energy or the Facility, and to the amount of Net Metering Credits produced by the Facility but not sold to Buyer under this Agreement. If Buyer is deemed to be the owner of any of the above, Buyer shall, subject to Applicable Laws, assign the same to Seller, and if Buyer receives any payments regarding the above, it shall turn such payments over to Seller, subject to Applicable Laws and, if required, a town meeting vote of appropriation. This Section 3.1(a) shall survive the termination of this Agreement.

(b) As between Seller and Buyer, title to, and risk of loss of, the Quantity, as defined in Section V 5.1 (a), will pass from Seller to Buyer upon allocation of the Quantity to Buyer’s Recipient Account(s), as reflected on the Recipient Account Statements.

3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall promptly notify Buyer in writing of the Commercial Operation Date.

3.3 Interconnection; Meter. Seller, as party to the Interconnection Agreement, shall obtain and pay all costs associated with and required by, the Interconnection Agreement with the

LDC; and Buyer shall be named as “**Host Customer**” of record with the LDC. (See Section 4.2(a) regarding Buyer as Host Customer.) Buyer and Seller shall reasonably cooperate according to commercially reasonable standards with each other in obtaining the Interconnection Agreement and related documentation in a timely manner. Seller shall comply with, and pay for, all costs associated with LDC metering requirements on Buyer’s behalf.

3.4 Notice of Commercial Operation Date. Seller shall notify Buyer in writing of the Commercial Operation Date no later than ten (10) Business Days after the Facility has achieved Commercial Operations.

3.5 Development of Facility. Seller shall, at its sole cost and expense, cause the Facility to be designed, engineered, permitted, installed, constructed, operated and maintained (“Development”) pursuant to good and prudent industry practice, Applicable Legal Regulations, Governmental Approvals, the Interconnection Agreement, and applicable requirements of any Governmental Authority and LDC. And shall be responsible for all costs and expenses associated with and arising from interconnection of the System to the LDC’s electricity distribution system.

ARTICLE IV NET METERING; REGULATORY CHANGE

4.1 Net Metering as Condition Precedent. Each Party’s obligations under this Agreement are subject to the Facility’s metered connection to the LDC qualifying for Net Metering as a Public Facility under the Public Cap throughout the Term of this Agreement. If the Facility does not so qualify, either Party may, but shall not be obligated to terminate this Agreement by delivery notice thereof to the other Party. If this Agreement is terminated pursuant to this Section 4.1, the termination shall be effective as of the delivery of such notice without further liability of the Parties to each other, provided that the Parties shall not be release from any payment or other obligations arising under this Agreement prior to any such termination, and Section 11.1 (Disputes) shall continue to apply to disputes arising before such termination, notwithstanding such termination.

4.2 Host Customer; Net Metering Approval.

(a) Buyer and Seller shall, in a timely manner, reasonably cooperate according to commercially reasonable standards with each other and take all actions reasonably necessary to:

- (i) Cause Buyer to be designated as the Facility’s Host Customer (as that term is defined under the Net Metering Regulations), and
- (ii) Cause Buyer to be designated by the Massachusetts Department of Public Utilities (the “**DPU**”) as a Municipality of Other Governmental Entity, both as required for the Facility to qualify as a Public Facility under the Public Cap.

Notwithstanding the foregoing, Seller, on behalf of Buyer, shall prepare at no cost to Buyer and, if allowed by Applicable Laws and with the advance approval of Buyer, file with the DPU and any other Governmental Authority all applications and related information necessary to obtain the aforesaid designation, including, without limitation, the Schedule Z.

- (iii) Receive approval from the LDC for the Facility to receive Time-Of-Use rate classification (currently designated the B-5 rate class) which returns the greatest net metering credit value to the Buyer. If such a rate is not available through actions by Governmental Authority, the Parties shall negotiate in good faith in accordance with Section 4.3 of the Agreement.

(b) Buyer and Seller shall reasonably cooperate according to commercially reasonable standards with each other and take all reasonable actions necessary to transfer the Host Customer designation to Seller, or to such person as determined by Seller, upon the earlier of termination of this Agreement or any change in the Net Metering Regulations that would require such transfer in order to preserve the benefit of this Agreement to each Party. Subject to the provisions of this Agreement (including without limitation Section 12.18), Buyer and Seller each agree to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the Facility to be eligible for and to participate in Net Metering as contemplated by this Agreement. Seller will, on behalf of Buyer, perform (or, at Buyer's election, pay all reasonable costs incurred by Buyer in performing) all reporting obligations, if any, required by Buyer in its capacity as Host Customer for the Facility.

4.3 Obligation to Modify Agreement Pursuant to Actions by Governmental Authority. Upon issuance, enactment and/or implementation of a Governmental Authority order, decision, or regulation after the Effective Date, or upon the administration or interpretation thereof by the DPU of the LDC occurring after the Effective Date, that (i) materially restricts Seller's ability to deliver Energy to the Buyer, (ii) materially restricts Buyer's ability to receive or use Energy or Net Metering Credits, (iii) disallows the Facility's qualification as a Public Facility under the Public Cap, (iv) disallows Buyer's qualification as a Municipality or Other Governmental Entity under the Net Metering Regulations, or (v) otherwise materially impacts the ability of either Party to perform its obligations under this Agreement, including any change in Applicable Legal Requirements that result in a material increase in Seller's costs of construction and installation or continuing operation of the Facility, or, as to Buyer, any change in Applicable Legal Requirements that result in a material, adverse change in the Net Metering Credits Value, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent practicable, and shall use reasonable efforts to conform such amendment to restore the economic benefit to each Party. If the Parties negotiating in good faith cannot agree on such an amendment, then either Party may terminate this Agreement without penalty or liability, except for those obligations or liabilities that arose prior to termination.

ARTICLE V

PURCHASE AND SALE OF NET METERING CREDITS

5.1 Sale and Purchase of Net Metering Credits. Commencing on the Commercial Operations Date and continuing throughout the term,

- (a) Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept from Seller all of Seller's and Host Customer's rights, title and interest in and to the Net Metering Credits associated with the Energy generated by 100% of the Facility's nameplate capacity, as determined by the Meter (the "**Quantity**"), which Net Metering Credits Seller hereby represents and warrants shall be free and clear of all claims, liens, security interests, encumbrances of any kind, nature and description. Seller further represents and warrants that has, or, at the time of sale to Buyer, will have, the unrestricted right to sell Quantity to Buyer.
- (b) So that the Facility will qualify as a Public Facility, Seller agrees to assign and does hereby assign to Buyer, and Buyer agrees to accept from Seller, 100% of the Net Metering Credits generated by the Facility, which Seller hereby represents and warrants shall be free and clear of all claims, liens, security interests and encumbrances of any kind, nature and description.
- (c) If during the Term, Buyer's electricity load is reduced such that it no longer can utilize the Net Metering Credits purchased under this Agreement, or Buyer otherwise elects in its sole discretion to do so, it may, with prior written consent of Seller which shall not be unreasonably withheld, conditioned or delayed, transfer or sell such excess Net Metering Credits to a Municipality or Other Governmental Entity, provided such Municipality or Other Governmental Entity has a similar or better credit rating. Seller shall cooperate with according to commercially reasonable standards and provide assistance to Buyer in amending the Schedule Z for the transfer of such excess Net Metering Credits. For avoidance of doubt, it shall be unreasonable for Seller to withhold consent where a transfer or sale is to an entity that has been approved by the DPU as a Municipality or Other Governmental Entity, and where that Municipality or Other Governmental Entity has a similar or better credit rating as the Buyer, and where such sale or transfer will not adversely affect the status of the Facility as a Net Metering Facility of a Municipality or Other Governmental Entity.

5.2 Price. The price that Buyer shall pay to Seller for the Quantity shall be as stated on Exhibit A attached hereto (the "**Price**"). In the event that the Net Metering Credit Value falls below the Minimum Purchase Price shown in Exhibit A, Seller shall make all commercially reasonable efforts to cause the Facility's Host Customer to effect a change in the applicable rate class if such a change would result in a Net Metering Credit Value that is more advantageous to the Buyer. If such a reduction in Net Metering Credit Value is caused by action of a Governmental Authority, the provisions of section 4.3 shall apply.

5.3 Delivery. To deliver the Net Metering Credits to Buyer, Seller shall deliver 100% of the Facility's Energy to the Meter pursuant to the Interconnection Agreement.

5.4 Allocation of Net Metering Credits; Responsibility and Indemnification.

Buyer may allocate the Net Metering Credits purchase by Buyer to Buyer's Recipient Account(s) through completion of a Schedule Z, or such process as may be established by the Tariff. Buyer may not change its allocation of Net Metering Credits (through amending its Schedule Z or through some other process) without Seller's prior, written approval, which shall not be unreasonably withheld, conditioned, or delayed.

- (a) Buyer understands that the Net Metering Credits delivered to Buyer's Recipient Account(s) in any particular month will be reflected on the Host LDC Account Statement as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on the Host LDC Account Statement according to the LDC's billing cycle, which may be up to approximately one (1) month after the Energy associated with the Net Metering Credits is generated by the Facility. Based on the Schedule Z, the Net Metering Credits will be allocated to and reflected on the Buyer's Recipient Account Statement(s) according to the LDC's billing cycle, which may be up to two (2) months after the Energy associated with the Net Metering Credits is generated by the Facility. However, notwithstanding anything to the contrary in this Agreement, Buyer shall not be responsible to pay Seller for any Energy for which Buyer has not received Net Metering Credits by the LDC, as reflected on Buyer's Recipient Accounts Statement.
- (b) Seller will be solely responsible to correct, or cause to be corrected, any LDC allocation error, and Buyer agrees to reasonably cooperate with Seller in that regard in a timely manner. If the LDC will not permit Seller to make such correction on behalf of Buyer as Host Customer, Buyer shall in good faith attempt to do so, and Seller shall pay all reasonable costs incurred by, and fully and timely cooperate with, Buyer in connection herewith.
- (c) Notwithstanding anything to the contrary in the Agreement, Buyer shall not be responsible or liable to Seller (or any other person or entity, including but not limited to the LDC) under any circumstances for any of the following, all of which shall be the sole responsibility of Seller: (1) payment for any Excess Quantity; (2) any failure of the LDC to allocate any Net Metering Credits to any Third Party Buyer, except if such failure is caused solely by Buyer's gross negligence or willful misconduct; (3) any errors in the Schedule Z made by or resulting from acts or omissions of Seller; (4) any failure of any Third Party Buyer to make payments to Seller; (5) any costs, expenses, charges, including without limitation customer fees, and losses incurred by, or imposed by, the LDC or Governmental Authority upon Buyer in its capacity as Host Customer, except if such failure is caused solely by Buyer's gross negligence or willful misconduct; and (6) the design, construction, permitting, interconnection, operation, maintenance, repair, casualty or removal of the Facility. In addition to, and not a limitation of, any other rights and remedies available to Buyer under this Agreement or Applicable Law, Seller shall indemnify, save harmless and defend Buyer and its officers, employees, boards, commissions, committees and agents against all Losses to the extent arising from the act or

omission of the Seller and/or from the Seller's failure to comply with applicable laws, regulations or rules. This indemnification obligation of Seller is in addition to and not a limitation of any other rights and remedies of Buyer under this Agreement, at law and in equity, and shall survive termination of this Agreement.

5.5 Governmental Charges.

- (a) As between Buyer and Seller, Seller is responsible for any and all Governmental Charges attributable to or arising out of the property on which the Facility is located, the Facility, the Energy and the Net Metering Credits corresponding thereto, and the sale of Energy or Net Metering Credits to Buyer and any Third Party Buyer, irrespective of whether imposed before, upon or after the allocation and delivery of any Energy or Net Metering Credits to the Host Customer, Buyer, or any Third Party Buyer.
- (b) Both Parties shall use commercially reasonable efforts to administer this Agreement and to implement its provisions so as to minimize Governmental Charges. In the event any of the sale of Net Metering Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party's written request therefore, provide the applicable Party with all available documentation to evidence such exemption or exclusion.

5.6 Performance Guarantee. Seller guarantees to Buyer eighty-five percent (85%) of the estimated annual generation set forth in Exhibit C. In the event that the actual annual generation does not equal or exceed that guarantee, then the Parties shall negotiate in good faith to resolve the issue. If the Parties are unable to reach agreement, then the Buyer may terminate this agreement on written notice to the Seller.

ARTICLE VI PAYMENT

6.1 Payment.

- (a) Beginning with the first month that Buyer's Recipient Account Statement(s) reflects Net Metering Credits, Seller shall provide Buyer with an invoice (the "invoice") for the value of the Quantity that is credited to Buyer's Recipient Account(s) according to the monthly Buyer's Recipient Account Statement(s).
- (b) Subject to Section 6.3, Buyer shall remit payment of the full amount of each Invoice to Seller or its designee by check, or if the Parties agree, by electronic funds transfer (or other means agreeable to both Parties) to the account designated by Seller within sixty (60) days following Buyer's receipt of each such Invoice. Any payment not made to Seller within sixty (60) days of the Buyer's receipt of an Invoice shall bear interest from the date on which such payment was required to have been made, through and including the date such payment is actually received by Seller. Such interest shall accrue at an annual rate equal to the Interest Rate.

(c) Prior to the Commercial Operations Date, Buyer shall take all reasonable actions necessary to allow Seller to electronically access, for the Term, the Recipient Account Statement solely for purposes of fulfilling Seller's obligations under this Agreement. Seller shall pay all reasonable costs incurred by Buyer in providing Seller such access.

(d) The Parties shall resolve any Invoice disputes according to Section 6.3 (Invoice Disputes).

6.2 Records and Audits.

(a) Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement.

(b) Each party shall keep, for a period of not less than two (2) years after the expiration of any transaction, or any other longer period required by applicable law, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such transaction and to permit verification of the Parties' compliance with this Agreement and verification of the Energy produced by the Facility. During such period, each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such transactions during the other Party's normal business hours.

6.3 Invoice Disputes. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall promptly notify the other Party of the basis for the dispute and pay any undisputed portion of such Invoice no later than the due date. Upon resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate per annum at the option of the overpaying Party, subject, as to Buyer, to an appropriation of funds. The Parties shall only be entitled to dispute an amount owed or paid within twelve (12) calendar months from the date of issuance of such Invoice, unless the basis of the dispute was neither known nor reasonably knowable, in which event the dispute may be raised within twelve (12) calendar months from the date such Party knew or should have known of the dispute. If the Parties are unable to resolve a payment dispute under this Section, the Parties shall follow the procedure set forth in Article 11 (Regarding dispute resolution).

ARTICLE VII REPRESENTATIONS & COVENANTS

7.1 Mutual Representations. Each Party represents to the best of its knowledge and belief to the other Party as follows:

- (a) The Party is duly organized, validly existing, and in good standing under the laws of Massachusetts.
- (b) The Party has full legal capacity to enter into and perform this Agreement.
- (c) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- (d) It shall perform its obligations under this Agreement in compliance with Applicable Law.

7.2 Forward Contract; Section 366, U.S. Bankruptcy Code. Parties acknowledge that this Agreement and the transactions contemplated hereunder are intended to constitute a “**Forward Contract**” within the meaning of the United States Bankruptcy Code, and that Seller is intended to be a “**Forward Merchant**” within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not deemed a “**Utility**” as such term is used in Section 366 of the United States Bankruptcy code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is the debtor-in-bankruptcy.

7.3 Net Metering.

- (a) Buyer acknowledges that, as of the Effective Date and pursuant to M.G.L. c.164, Section 139(f), the maximum amount of generating capacity eligible for Net Metering by a Municipality or Other Governmental Entity that serves as Host Customer for all the facilities generating such capacity is ten (10) megawatts (MWs) (alternating current). Buyer represents to the best of its knowledge and belief to Seller that Buyer does not own or operate, nor is it the assignee (solely or together with other Municipalities or Other Governmental Entities), of the output of net metering facilities with an aggregate capacity of more than ten (10) MWs (alternating current), including the Facility’s output, unless permitted by Applicable Law. The foregoing notwithstanding, if such ten (10) MW limit is increased by Applicable Law, Buyer may own, operate, or be the assignee of the output of Net Metering Facilities with an aggregate capacity up to the increased amount of capacity permitted by Applicable Law.
- (b) Seller represents and warrants to Buyer that it shall exercise best and diligent efforts to construct, operate and maintain the Facility in a manner that will, throughout the term of this Agreement, qualify the Facility as a Public Facility.
- (c) Buyer and Seller acknowledge that the Facility is intended to be a Public Facility and each party covenants that it shall not take any action inconsistent with the Facility’s status as such except insofar as that action is authorized hereunder or in conformance with the provisions hereof, including allocating Net Metering Credits

generated by the Facility to any entity that is not a Municipality or Other Governmental Entity.

ARTICLE VIII TERMINATION; DEFAULT

8.1 Events of Default. The following shall each constitute an Event of Default by a Party:

- (a) The Party fails to make any material payment due under this Agreement within thirty (30) days after such payment is due, after prior written notice and a seven (7) day opportunity to cure such a failure, unless the specific amount of the payment not made is being disputed.
- (b) The Party fails to perform or comply with any material covenant or Agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of prior written notice thereof from another Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same.
- (c) Fraud or intentional misrepresentation by the Party with respect to any of the covenants or Agreements of this Agreement.
- (d) The Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) except for assignments made pursuant to Section 10.1 (regarding financing), makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) except for exercise of possession through assignments made pursuant to Section 10.1 (regarding financing), has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued

on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure* a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that; (i) the non-performing Party, within two (2) weeks after the occurrence of the *Force Majeure* event, gives the other Parties hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Termination for Default

- (a) Upon the occurrence of an Event of Default, a non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) Business Days after the giving of such notice, subject to the rights to cure of Sections 8.1 and 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.
- (b) In the event this Agreement is terminated as a result of an event of Default, (i) Seller shall have no obligation to deliver, and Buyer shall have no further obligation to purchase, any Net Excess Generation Credits from Seller, provided, however, that Buyer shall pay Seller for any Net Excess Generation Credits generated by Sellers that have or may continue to be allocated to Buyer by the LDC, and (ii) Seller shall notify the LDC immediately to stop any future NET excess Generation Credits allocation to Buyer forthwith, and shall promptly provide a copy of such notification to Buyer.

ARTICLE IX REMEDIES AND LIMITATION OF LIABILITY

9.1 Remedies. Subject to the limitations set forth in this Agreement, each Party reserves and shall have rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each party agrees that it has a duty to mitigate damages that it may incur as a result of a Party's non-performance under this Agreement.

9.2 Limitation of Liability. WITH THE EXCEPTION OF SELLER'S OBLIGATIONS SET FORTH IN THE FOLLOWING SECTION 9.3, NO PARTY SHALL BE LIABLE TO THE OTHERS FOR ANY INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANYWAY INCIDENT TO ANY ACT OR OMISSION OF ANY OF THE PARTIES RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY. Notwithstanding anything to the contrary in this Agreement, Buyer's liability is subject to the Massachusetts Tort Claims Act, G.L. ch. 258 and nothing provided herein is intended to constitute a waiver of the protections afforded under G.L. ch. 258.

9.3 Indemnification. Notwithstanding anything to the contrary in Section 9.2, Buyer shall not be responsible or liable for any personal injury or property damage caused by or occurring upon the Solar Energy Facilities or any individual component thereof, except for personal injury or property damage caused by the negligence or unlawful conduct of Buyer's employees or agents, to the extent allowed by law. Seller shall defend, indemnify and hold harmless Buyer, its Trustees, officers, directors, agents, boards, commissions, committees, and employees from and against any and all claims, demands, liens, lawsuits, judgments or actions of any nature that may be brought on account of the act or omission of the Seller, the construction, installation, operation, maintenance, repair or replacement of the Solar Energy Facilities or any component thereof, or by a failure of the Seller to comply with applicable laws and regulations. Notwithstanding the foregoing, the extent of the Buyer's responsibility shall not exceed the Buyer's liability for the negligent acts or omissions of its employees as governed by Massachusetts General Laws Chapter 258.

9.4 Waivers.

- (a) No Implied Waivers – Remedies Cumulative. No covenant or Agreement under this Agreement shall be deemed to have been waived by a Party, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's duly authorized agent. Consent or approval of a Party to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve any other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure to insist upon the strict performance of any one of the covenants or Agreements of this Agreement or to exercise any right, remedy or election contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or Agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of a Party herein specified or any other right or remedy that a Party may have at law, in equity or otherwise upon breach of any covenant or Agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall

be deemed to be in exclusion of any other.

- (b) Acceptance of Payment. Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any default under the covenants or Agreements of this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.

ARTICLE X ASSIGNMENT

10.1 Prior Written Consent. No Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Parties, which consent may not be unreasonably conditioned, withheld or delayed, except that no prior consent shall be required in connection with any assignment by Seller (a) of its rights and obligations hereunder to an Affiliate of Seller, and (b) in connection with the financing of a Solar Energy Facility.

10.2 Collateral Assignment; Financing Provisions.

- (a) Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Solar Energy Facility. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Solar Energy Facilities. Seller's assignee shall be able to perform fully all duties of the Seller under the Agreement. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender or lessor, as applicable, Buyer agrees as follows:

- i. Consent to Collateral Assignment. Buyer consents to both the sale of the Solar Energy Facilities to a Lender and the collateral assignment of the Sellers's right, title and interest in and to this Agreement in connection with the financing of the Solar Energy Facilities.

- ii. Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Solar Energy Facilities, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of the Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Solar Energy Facilities;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any

default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

- (C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Solar Energy Facility by the Lender, whether by judicial proceeding or under any power of sale contained herein, or any conveyance from the Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;
- (D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer may, in Buyer's complete discretion, elect to enter into a new Agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

iii. Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if Seller's default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies to the Lender, shall acquire title or control of Seller's assets and shall, within the time periods described in Section 19.2(a)(iii)(A), cure all material defaults under this Agreement existing as the date of such change in title or control in the manner required by this Agreement, and provided that after such change in title or control Buyer shall continue to receive all the Net Excess Generation Credits due to it as set forth in this Agreement, this Agreement shall continue in full force and effect.

(b) Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees to (i) execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel concerning Buyer's legal status and authority as may be reasonably requested by Seller and/or Lender in connections with the financing or sale of the Solar energy facilities, pursuant to this Section 10.2.

ARTICLE XI AMENDMENT FOR FINANCING

11.1 Obligation to Negotiate to Modify Agreement Pursuant to Financing Requirements. If a Lender requires this Agreement to be modified as a condition to extending credit to Seller or providing commercially reasonable, market-based financing to Seller for or in connection with Facility or in connection with a membership interest purchase of Seller, or if Seller, in good faith, requires the Agreement to be modified in order to finance the development, operation, maintenance, repair or removal of the Facility, the Parties shall in good faith and in a reasonably timely manner negotiate an amendment to this Agreement to reasonably conform to such requirements and to the original intent of this Agreement. If the Parties, negotiating in good faith, cannot agree on the amendments within twenty-one (21) days, Seller may terminate this Agreement. Seller shall give Buyer thirty (30) days prior written notice and this Agreement shall terminate without further liability of the Parties to each other, provided that the Parties shall not be released from any obligation arising under this Agreement prior to such termination. Under no circumstances will Buyer be required under this Section 10.3 to amend the Agreement to increase the Price paid by Buyer.

Article XII Dispute Resolution

12.1 Dispute Resolution. The parties agree to use reasonable efforts to resolve any dispute(s) that may arise regarding this Agreement, provided that this section shall not prevent or impede a party from terminating this Agreement in accordance with the procedures set forth in section 8.1 and 8.3.

- (a) Negotiation. Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the chief executive of Seller, and the Natick Board of Selectmen or its designee, who shall use reasonable efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other written notice that identifies with reasonable particularity the nature and the act(s) or omission(s) forming the bases of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless such 14-day period is modified by written Agreement of the Parties.
- (b) Mediation. In the event that the Parties cannot resolve a dispute by informal negotiations, the parties involved in the dispute agree to submit the dispute to

non-binding mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. The period within which mediation must commence and be completed shall be within sixty (60) days of the expiration of the period for informal negotiations, unless such time period is modified by written Agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all Parties involved in the dispute. Mediation shall not exceed one single eight (8) hour day, unless otherwise Agreement in writing by the Parties. If a dispute is not resolved after mediation, either Party may pursue further recourse in the appropriate Massachusetts state court located in Middlesex County.

Notwithstanding any other provision of this Agreement, this subsection XII 12.1 (b) shall not abridge the right of either Party to commence litigation in order to comply with an applicable statute of limitation.

- (c) Survival of dispute resolution provisions. The provisions of this section 11.1 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.
- (d) Equitable Relief. Notwithstanding anything to the contrary in this section, either Party may proceed immediately to court to seek equitable relief for perceived irreparable harm.

Article XIII Miscellaneous

13.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be deemed delivered upon receipt (except that notice provided by email shall be deemed delivered upon confirmation of receipt of which auto reply is insufficient), and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email transmission. The communications shall be sent to the following addresses.

If to Seller:

OMNI NAVITAS MAP ES MA, LLC
75 CENTRAL STREET 3RD FLOOR
BOSTON, MA 02109
Phone: (774) 269-2564
Glenn Frank, Esq. (glenn.frank@omni-navitas.com)

If to Buyer:

Town of Natick, Massachusetts
Attention: Martha L. White, Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760
Phone: (508) 647-6403
Email: mwhite@natickma.org

With a copy to:

Town of Natick, Massachusetts
Attention: Jillian Wilson Martin, Sustainability Coordinator
Natick Department of Public Works
75 West Street
Natick, MA 01760
Phone: (508) 647-6555
Email: jwmartin@natickma.org

John P. Flynn, Esq.
Murphy, Hesse, Toomey & Lehan, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

Any Party may change its address and contact person for the purpose of this section by giving notice thereof in the manner required herein.

13.2 Severability. If any non-material part of this Agreement is held to be unenforceable by final judgment or order of a court of competent jurisdiction, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable by final judgment or order of a court of competent jurisdiction, and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be subject to section 11 (regarding dispute resolution).

13.3 Governing Law. This Agreement and the rights and duties of the parties hereunder shall be governed by and shall be constructed, enforced and performed in accordance with

the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

13.4 Entire Agreement. This Agreement, together with its exhibits, contains the entire Agreement between Seller and Buyer with respect to the subject matter hereof and supersedes all other understandings or Agreements, both written and oral, between the Parties relating to the subject matter hereof.

13.5 Press Releases. The Parties shall reasonably cooperate with each other when making public announcements of any kind or in any form related to the execution and existence of this Agreement, or the sale or purchase of Net Metering Credits.

13.6 No Joint Venture. Nothing herein contained shall be deemed to constitute any party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligation of Seller and Buyer hereunder are individual and neither collective nor joint in nature.

13.7 Amendments; Binding Effect. This Agreement may not be amended, changed, modified or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors.

13.8 Counterparts. Four (4) original copies of this agreement shall be signed by both Parties, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

13.9 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall, at the cost of the requesting Party, execute, acknowledge and deliver such reasonable documents and assurances, reasonably requested by the other and shall take such reasonable action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the truncations contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any commercially reasonable request made pursuant to this section 12.9.

13.10 Good faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a reasonable manner.

13.11 No third Party-Beneficiaries. This Agreement is intended solely for the benefit of the -parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be constructed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a party to this Agreement.

13.12 Access to Records. Seller will make all books, accounts, data, records, reports, files and other papers relevant to the meeting and billing under this Agreement available at all

reasonable times for inspection, review and audit by the seller or its authorized representative.

13.13 Ownership of documents. The parties agree that all documents created for the Buyer pursuant to this Agreement by the Seller shall belong to the Buyer and shall be subject to the Massachusetts Public Records Law.

13.14 Additional terms regarding Buyers obligations. Notwithstanding anything to the contrary in this Agreement, including, but not limited to, section 10.2, 10.3 and 12.9

(a) Buyer shall not be required to execute documents or instruments subsequent to the execution of the Agreement which will materially or unreasonably increase Buyer's risk or obligations under the Agreement, or result in the waiver of any Buyer's right or remedies under the Agreement or at law or in equity or require Buyer to give an opinion or make a statement of fact of which Buyer does not have actual knowledge.

(b) Any requirement that Buyer cooperate or assist Seller shall not require Buyer to interfere with or influence the independent regulatory licensing, taxing, permitting or judicial functions of any official, department, board, committee, body or commission of Buyer.

(c) The Agreement shall be governed by and interpreted in accordance with applicable law.

(d) Buyer does not waive any of the rights, remedies, defenses and immunities afforded Buyer, as a municipality, under G.L. c. 258, all of which rights, remedies, defenses and immunities Buyer hereby reserves.

13.15 Certifications. M.G.L. c. 62C, section 49A Certification. Seller hereby certifies under penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support, all as stated under M.G.L. c. 62C, section 49A.

Seller certifies that its entry into this Agreement is made and submitted in good faith and without collusion or fraud with any person as defined in Massachusetts General Law, Chapter 30B.

Seller understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Seller with respect to the services required to be provided under this Agreement. The Seller and its officers, employees, agents, directors, subcontractors, consultants and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Net Metering Credit Purchase and Sale Agreement under seal as of the effective date.

Seller:

OMNI NAVITAS MAP ES MA, LLC

By: _____

Name: James McAuliffe

Title CEO

Buyer:

TOWN OF NATICK

By the Natick Board of Selectmen

Jonathan H. Freedman, Chairman

Susan G. Salamoff, Vice-Chairman

Richard P. Jennett, Jr., Clerk

Michael J. Hickey

Amy Mistrot

Dated: _____

NATICK PUBLIC SCHOOLS

By the Superintendent of Schools

Peter Sanchioni, Ph.D.

Dated: _____

Approved as to the Availability of Appropriation

Name: Virginia W. Cahill
Title: Comptroller, Town of Natick

Date: _____

Approved as to Form Only (and not as to Substance):

John P. Flynn, Esq.

Date: _____

List of Exhibits to Agreement

Glossary of Terms

Exhibit A – Price

Exhibit B – Project Description: Solar Energy Facilities

Exhibit C – Projected Output over 20 years

Glossary of Terms

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article I which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words are not defined herein shall be given their common and ordinary meanings.

“Affiliate” means, as to any person or entity, any other person or entity which, directly or indirectly, in in control of, controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of management and policies of such person or entity whether by contract or otherwise.

“Applicable Legal Requirements” means any present and future federal, state and/or local law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction, including the Net Metering Regulations, of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Solar Energy Facilities, the selling and purchasing of Net Excess Generation Credits therefrom, and the assignment of Energy therefrom.

“Business Day” means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Class II Net Metering Facility” shall have the meaning set forth in 220 C.M.R. section 18.00, *et seq.*

“Commercial Operations Date” means the date for each Solar Energy Facility upon which it generates electric energy on a commercial basis and its interconnection to the local electrical distribution system has been authorized and is functioning with the LDC.

“Confidential Information” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is clearly marked, or designated, if oral, as “confidential” by such Party. The Parties agree that the provisions and specifics (but not the existence) of the Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection

with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclose pursuant to any applicable law, rule or regulation requiring such disclosure, or as compelled by legal process including, but not limited to, any “public records” or “freedom of information” request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority and (f) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party.

“Early Termination Date” is defined in Section 2.2

“Energy” means, for each Solar Energy Facility, the amount of electricity either used or generated over a period of time by that Facility, expressed in terms of kilowatt hour (“kWh”) or megawatt (“MWh”).

“Environmental Attributes” means each of the following financial rebates and incentives that is in effect as of the Effective Date or may come into effect in the future: (a) production, energy, or investment tax credits associated with the development, construction, ownership, or operation of the System, accelerated depreciation, and other financial incentives in the form of credits, reductions, or allowances associated with the System or the Green Attributes that may be applied to reduce any state or federal income taxation obligation, including Tax Benefits, (b) performance-based incentives under applicable state or federal law or utility programs, including without limitation any feed-in tariffs that are in effect or may come into effect in the future; and (c) all other rights, credits, rebates, benefits, and entitlements of any kind, howsoever entitled or named, whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the System or the Output or otherwise from the development, installation, or ownership of the System or the production, sale, purchase, consumption or use of the Output. Without limiting the foregoing, Environmental Financial Incentives includes (a) the right to apply for (and entitlement to receive) incentives under any demand-side management, distributed generation, or energy efficiency programs offered by a utility company, a third-party provider, or the state in which the System is located; (b) any incentive offered pursuant to a renewable energy program, or any other incentive programs offered by or in the state in which the System is located; and (c) the right to claim federal income tax credits under Sections 45 or 48 of the Internal Revenue Code, or any state tax law or income tax deductions, with respect to the System under the Internal Revenue Code or any state tax law. Environmental Financial Incentives do not include Green Attributes.

“Facility” means all equipment, facilities and materials, including photovoltaic arrays, DC/AC inverters, wiring, Meters, tools, and any other property now or hereafter installed, owned, operated, or controlled by System Owner for the purpose of, or incidental or useful to, maintaining the use of the solar generation system and providing Output to Host Customer at the Delivery Point, and as it may be modified during the Term.

“Force Majeure” means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this

Agreement, including, but not limited to, Acts of God; hurricanes or tornadoes, fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by Buyer may not be asserted as an event of *Force Majeure* by Buyer; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

"Generation Contingent" means that the Seller's failure to deliver is excused if the Solar Energy Facilities for any reason do not generate sufficient Energy necessary to deliver Net Excess Generation Credits hereunder. In such an event, Seller shall not be liable to Buyer for any damages.

"Governmental Authority" means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

"Governmental Charges" means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, uses, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Net Excess Generation Credits and the Energy, including, but not limited to, any monthly minimum reliability contributions charged to Buyer by the LDC on Buyer's electricity invoices as contemplated by Chapter 75 of the Acts of 2016- Massachusetts.

"Interconnection Agreement" shall mean the Interconnection Service Agreement(s) entered into with LDC, each of which authorizes the interconnection of the respective Solar Energy Facility with the local electric distribution system, which confirms the eligibility of each Solar Energy Facility for treatment as a Solar Net Metering Facility, and which specifies (directly or by reference to the "Schedule Z" filed by Seller under the Tariff) the manner in which the Net Excess Generation Credits shall be allocated.

"Interest Rate" means the rates established by the Commonwealth in accordance with Massachusetts General Laws Ch.29, Section 29C and with Commonwealth Regulation 815 CMR 4.00.

"LDC" means the local electrical distribution company.

“Lender” means the entity or person(s) providing financing to Seller in connection with the Solar Energy Facilities.

“Net Excess Generation Credits” shall have the meaning set forth in 220 C.M.R. section 18.00, *et seq*, as implemented by the Tariff.

“Net Metering” means the process of measuring the difference between electricity delivered by a LDC and electricity generated by a net metering facility and fed back to the LDC, as set forth as of the Effective Date under M.G.L. c. 164, sections 138-140, and 220 C.M.R. section 18.00, *et seq*, as may be amended from time to time by a Governmental Authority.

“Net Metering Credit” means any credit, including a Market Net Metering Credit and a Neighborhood Net Metering Credit as defined in M.G.L. c. 164, § 138, provided by a Distribution Company for the net excess electricity generated and fed back to the Distribution Company by a Class I Net Metering Facility, Class II Net Metering Facility, Class III Net Metering Facility, or Neighborhood Net Metering Facility.

“Net Metering Regulations” are the Massachusetts net metering statute, M.G.L. c. 164, sections 138-140, the Massachusetts net metering regulations, 220 CMR 18.00 *et seq*, and the Tariff, as each may be amended from time to time.

“Public Cap” means the LDC’s aggregate Net Metering capacity MW limit for all Public Facilities, pursuant to St. 2010, c. 359, sections 27 and 29.

“Public Facility” means a Class II or III Net Metering Facility: (1) that is owned or operated by a municipality or other government entity; or (2) of which the municipality or other government entity (a) is assigned 100 percent of the output; (b) is the Host Customer; and (c) if allocating Net Metering Credits, allocates only to municipalities and other governmental entities.

“Renewable Energy Credit” or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, and Tax Attributes and the Net Excess Generation Credits.

“Solar Energy Facility” means the solar (PV) power electrical generation facilities, to be constructed, owned, operated and maintained by Seller, each of which qualifies as a Class II Net Metering Facility, together with all appurtenant facilities required to interconnect such Solar Energy Facility to the local electric distribution system, as further described in Exhibit D, attached hereto.

“Solar Net Metering Facility” shall have the meaning set forth in 220 C.M.R. section 18.00, *et seq*.

“Tariff” means the LDC’s tariff for interconnection for distributed generation and net metering services, as approved by the Massachusetts Department of Public Utilities, together with any subsequent amendments and approvals thereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Solar Energy Facilities or the output generated by the Solar Energy Facilities (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

EXHIBIT A
PRICE OVER 20 YEARS

Commencing on the Commercial Operations Date and continuing thereafter for each year of the 20 Year Term, the Price shall be a flat rate of \$.13/kWh per year.

<u>Year</u>	<u>Price/kWh</u>
1	\$0.13
2	\$0.13
3	\$0.13
4	\$0.13
5	\$0.13
6	\$0.13
7	\$0.13
8	\$0.13
9	\$0.13
10	\$0.13
11	\$0.13
12	\$0.13
13	\$0.13
14	\$0.13
15	\$0.13
16	\$0.13
17	\$0.13
18	\$0.13
19	\$0.13
20	\$0.13

EXHIBIT B
PROJECT DESCRIPTION: SOLAR ENERGY FACILITY

Project:	Ashland MBTA Station
Project Size (Nameplate)	.85 MWAC, 1.02 MWDC
Utility & Load Zone	Eversource NEMA
Address	Pleasant Street
City	Ashland, MA
Expected Generation Year 1	1,254,600 kWh

EXHIBIT C
Projected Output over 20 years

Year	Annual Output kWh
1	1,254,600
2	1,248,327
3	1,242,085
4	1,235,875
5	1,229,696
6	1,223,547
7	1,217,429
8	1,211,342
9	1,205,285
10	1,199,259
11	1,193,263
12	1,187,296
13	1,181,360
14	1,175,453
15	1,169,576
16	1,163,728
17	1,157,909
18	1,152,120
19	1,146,359
20	1,140,627

Performance Guarantee: Eighty Five Percent (85%) of Estimated Annual Generation. In the event the actual annual generation does not equal or exceed the Performance Guarantee, the terms of Section 5.6 above shall be invoked and the Parties hereto agree to adhere to the procedures described therein.



TO: Natick Board of Selectmen

CC: John Shortsleeve, Bay State Consultants
Paul Gromer, Peregrine Energy Group
Marlana Patton, Peregrine Energy Group
Joe Shortsleeve, Bay State Consultants

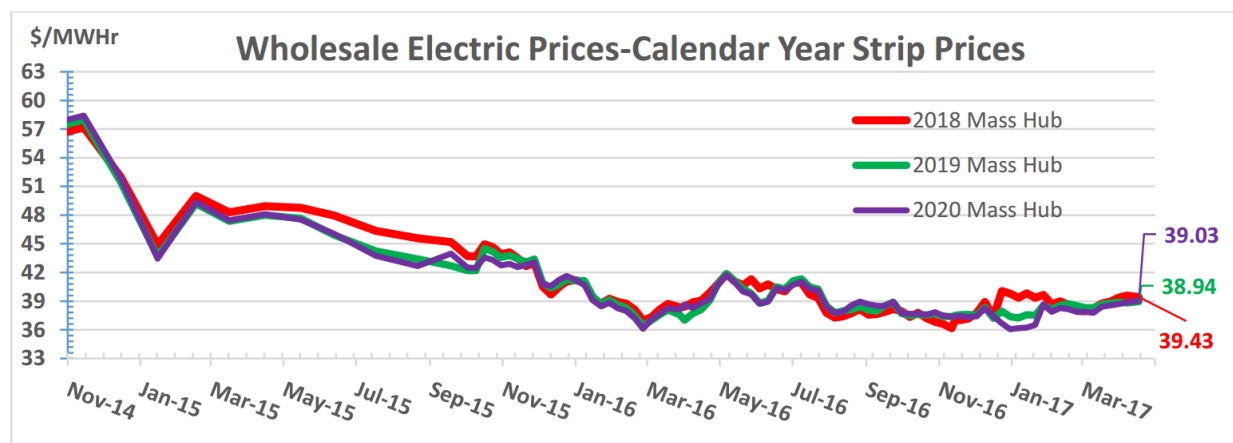
FROM: Martha White, Town Administrator
William Chenard, Deputy Town Administrator
Jillian Wilson Martin, Sustainability Coordinator

RE: Procurement of Municipal Aggregation

Date: April 26, 2017

Natick is one of 95 communities in the state that have developed municipal aggregations and 30 more communities have programs pending state approval.

The wholesale market has changed considerably since Natick procured its first contract in November 2014. Wholesale electric prices have been at historic lows for the past 15 months (see chart below).



Last fall, at the direction of the Natick Board of Selectmen, the Town procured and executed a short-term, six-month contract beginning in January 2017 at a price of 9.65 cents per kWh (slightly more than 6% below the six month Eversource residential Basic Service rate). That contract is scheduled to lapse in July and we are looking for policy direction regarding our next procurement. In particular, we are seeking policy direction regarding the Town's interest in continuing the program, its preferred contract duration

and its desire to include renewable energy in the supply mix.

Contract Duration Options

Natick has had the experience of implementing short-term and long-term municipal aggregation contracts with mixed results. The Town's first aggregation, which offered residents a fixed price for electricity supply for two years, provided cost savings in the program's first six months, but was not cost competitive for the remainder of the term. To prevent this from happening again, in fall 2016 the Board of Selectmen made a commitment to switch to a six-month strategy that aligns with the utility rate.

While this strategy does protect the Town from having a rate that is higher than the utility's, it does not take advantage of the currently depressed state of wholesale electric prices and may be undercutting potential savings.

To ensure the Board is aware of all of its options, we have provided a brief summary of potential contract options below:

- **Six-month, short-term contract:** The advantage of a six-month contract is that it closely mimics the short-term, six-month utility rate. Consequently, the comparison between the contract price and the comparable utility rate is known at contract inception. The disadvantage of the six-month term is that it does not provide long-term price stability (it moves up and down every six months), and does not take longer-term advantage of the currently depressed state of the wholesale electric prices.
- **Longer-term fixed contract:** In addition to a six-month price, we plan to accept bids for longer-term prices for 12, 18, 24, and 36 months and present all of these fully priced options on the bid date. The advantage of longer-term contracts is that they provide long-term price stability and secure prices at currently favorable wholesale market levels. The disadvantage is the greater risk of exceeding future unknown Eversource Basic Service rates, which are re-set every six months. (The longer the contract, the greater the risk.)
- **Longer-term indexed prices:** We also plan to solicit alternative bids from any supplier willing to commit to a price that is indexed to the utility basic service rate, thereby guaranteeing a set savings for the length of the contract (for example, the Basic Service rate minus X%). However, we are not optimistic that suppliers will bid this option.

Renewable Energy Content Options

To date, it has been the policy of the Town to procure a price that meets the minimum requirements of the state's renewable portfolio standard (RPS requirements) and to offer this as the Standard option to all participating customers. The advantage of this approach is that it is the lowest-price option.

Another goal of aggregation for some Massachusetts communities is to purchase more renewable energy.

The state's RPS currently requires that a minimum percentage of new renewable energy is included in the electricity supply, and the requirement increases by 1% each year. This requirement has helped fuel the growth of renewables in Massachusetts and the region, and aggregations can further this growth by including an additional percentage of new, local renewable energy in its content mix.

We plan to procure prices for the following green options for the standard product and present each of these fully-priced options on the bid date. These options will likely cost a very small percentage more than a content mix that matches the utility supply, but would remain less expensive than the Eversource Basic Service alternative (meaning customers would still experience a cost savings through the program). We would appreciate your direction on the Board's interest in pursuing these options and increasing the renewable content of the Standard option for all participants.

- **Standard product that includes the RPS mix plus national wind RECs:** Renewable Energy Certificates (RECS) from wind turbines in the middle of the country are very inexpensive. In the current market, it would be possible to procure a standard product for Natick consumers that is 100% green (meaning that is offset by RPS RECs and National Wind RECs equal to 100% of the Natick consumption) at a cost of less than 1/10th of a cent (approximately 20 cents per month for average residential meter). The advantage of this approach is that the aggregation can be both cheaper and greener than Eversource Basic Service.
- **Standard product that includes regional RECs:** RECS from New England-based renewable projects are more expensive than the RECs from wind turbines in the middle of the country. Some communities are including a percentage of these regional RECs in their standard product in order to support the development renewables in the New England market. For example, we could procure a product that includes the RPS RECs plus RECs from New England renewable projects equal to 5% of the Natick load, plus National Wind RECs to offset the balance of the Natick load. In the current market, we estimate that this mix would add approximately 2/10th of a cent to the Natick Standard product price.

To assist the Board with this decision, we have provided a Metropolitan Area Planning Council (MAPC) fact sheet and case study on the City of Melrose's experience integrating renewables into its aggregation mix.

Procurement Plan and Schedule

We expect to know the Summer Basic Service rate requested by Eversource in the third week of May. We would like to be in a position to issue a request for prices in early May, with the bids due in the fourth week of May (after we know the requested summer Basic Service rate, and before the summer heat drives up air conditioning load and the concurrent rise in wholesale electric rates). To that end, we propose the following schedule:

Early May	Board of Selectmen briefing/issue RFP
-----------	---------------------------------------

Mid May	Eversource files Summer Basic Service rate request (effective Jul 1)
May 31	Bid date, contract execution
July	New supply contract begins on July meter reads

Decision on Next Steps

The Administration respectfully requests the Board's policy guidance on the following :

- 1) **Contract Duration:** Do you wish to adhere to the current policy of procuring a contract only six months at a time, or is the Town willing to consider longer-term options?
- 2) **Renewable Content:** Is the Town willing to consider a Standard option that includes a greater percentage of renewable energy than required by the state-mandated RPS?
- 3) **Contracting Authority:** The prices that are bid on the bid date will only be good that day and must be executed by end of business on that date. We request the Board to authorize the Town Administrator to review the bids and execute the contract as long as the price is less than the Eversource residential Basic Service rate filed with the DPU in May 2017.

GREENING OUR GRID



**MAPC's Community
Electricity Aggregation PLUS Strategy
and the City of Melrose**



A publication of the Metropolitan Area Planning Council.

© April 2017

Produced with support from the Barr Foundation.

Prepared by Naomi Mermin, NaomiMermin.com.

ABOUT MAPC

The Metropolitan Area Planning Council (MAPC) is the regional planning agency serving the people who live and work in the 101 cities and towns of Metropolitan Boston. Our mission is to promote smart growth and regional collaboration. Our regional plan, MetroFuture, guides our work as we engage the public in responsible stewardship of our region's future.

We work toward sound municipal management, sustainable land use, protection of natural resources, efficient and affordable transportation, a diverse housing stock, public safety, economic development, clean energy, healthy communities, an informed public, and equity and opportunity among people of all backgrounds.

MAPC's Clean Energy Department provides a range of services to communities, including comprehensive local energy and climate planning, energy-related technical assistance, and regional energy procurements. Our goal is to advance markets for clean technology while reducing greenhouse gas emissions and dependence on fossil fuel consumption in the Commonwealth.

www.mapc.org/clean-energy

ACKNOWLEDGEMENTS

MAPC would like to acknowledge the following for their significant role in as well as guidance and support to this program:

- City of Melrose and Martha Grover
- Good Energy, LP
- Mass Energy Consumers Alliance
- Sustainable Energy Advantage, LLC

Design by David Gerratt, NonprofitDesign.com

Cover photo courtesy of MAPC

Greening Our Grid

Last year, Melrose residents collectively saved \$200,000 on their electric bills while adding the equivalent of a one-megawatt wind turbine to the New England grid. Their city had pioneered a new strategy with the Metropolitan Area Planning Council (MAPC) to enable its residents to buy electricity in a way that accelerates development of clean local generation while maintaining stable rates.

Melrose took advantage of a state law that allows municipalities to join their residents together to act as a single large purchaser of electricity. This process of municipal aggregation, sometimes called community choice aggregation, lets residential customers use their collective bargaining power to negotiate stable and often lower prices for electricity and increase the proportion of renewable energy in their electricity supply. Residents still have their electricity delivered and billed by their electric utility, but their electricity supply is selected by the community.

While other communities have used municipal aggregation, Melrose was the first to use it to increase purchases from new local renewable generators to accelerate local renewable development. Melrose relied on MAPC's expertise to connect it with energy consultants who submitted proposals for a green aggregation plan. The winner identified a strategy for securing five percent more local renewable energy than state law requires (16% of the total supply rather than 11% in 2016), while still saving money over basic service. These purchases from local renewable generators signal to the market that Massachusetts can support additional clean energy generation.

In the first full year of Melrose's aggregation program households saved an average of \$23 per household, keeping \$200,000 in the local economy.

Participants saw their electricity supply rate remain stable, while customers who stayed on basic service experienced large fluctuations with the seasons.

Participants also purchased an additional 2,900 megawatt hours of local renewable energy, the equivalent of adding a new one-megawatt wind turbine to the grid. The city's increased use of local renewables has put them five years ahead of the rest of Massachusetts in moving to local renewable energy.

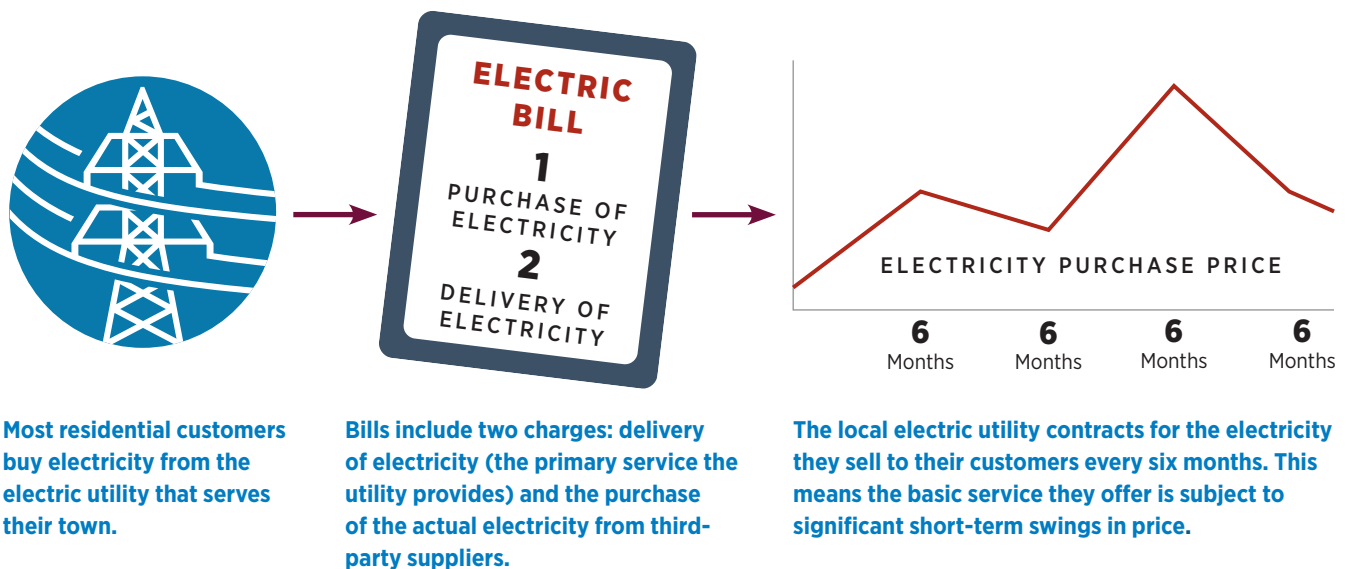
The Melrose example is being replicated and expanded. Dedham was first to follow. Salem and Swampscott pursued a similar model. Now Arlington, Brookline, Gloucester, Hamilton, Millis, Somerville, Sudbury, and Winchester are in the process of developing their own aggregations with MAPC. Brookline

is pushing their percentage of additional local renewables to 25%. In 2017, under this program, 37% of their electricity supply would come from local renewables, a target Massachusetts electricity suppliers are not required to meet until 2042. If these communities achieve results like Melrose did, their impact will be the equivalent of deploying 17 new one-megawatt wind turbines. Cambridge, Newton, and Cape Light Compact are also adding local renewable requirements via municipal aggregation.

Melrose's experiment with MAPC has given Massachusetts communities a clear path forward for getting their residents a good deal on their electricity bills while accelerating the greening of our New England grid. This is the story of how Melrose

While other communities have used municipal aggregation, Melrose was the first to use it to increase purchases from new local renewable generators to accelerate local renewable development.

How Your Local Electric Utility Works



worked with MAPC to create a powerful new model that empowers cities and towns to lead on climate action.

The Standard Way to Buy Electricity

To understand what is innovative about what Melrose and MAPC did, it is helpful to start with some background about how people buy electricity. Most residential customers buy electricity from the electric utility that serves their town. Their bills include two charges: the first is for delivery of electricity (the primary service the utility provides); the second is for the purchase of the actual electricity which comes from third-party suppliers. The local electric utility contracts for the actual electricity they buy for their customers every six months. The requirement for electric utilities to contract for basic service supply every six months means the basic service they offer can be subject to significant short-term swings in price.

Customers are not required to buy their electricity from their utility. Most large businesses and municipalities take advantage of their ability to purchase electricity from suppliers who may offer better prices than the utility offers, using their size and sophistication to secure better deals and avoid the price instability of basic service. But it is harder for individual residential customers and smaller

businesses, due to their small size and the complexities of the energy purchasing process, to leave basic service and obtain these benefits. Most residential customers and small businesses have therefore remained on basic service.

Community Choice Aggregation

Massachusetts is one of a handful of states, including New Jersey, New York, Ohio, Illinois and California, that allow cities and towns to buy electricity for residents and smaller businesses that remain on basic service. This mechanism—called municipal aggregation or community choice aggregation—allows a city to choose what type of electricity its residents receive. The electric utility continues to deliver the electricity, maintain the lines, and bill customers, but decisions about where their electricity comes from are made by the community. By banding together these smaller customers, a municipal aggregation creates a purchaser with the size and sophistication necessary to buy electricity the way large entities do, and to enjoy the benefits of more stable and often lower pricing.

Under municipal aggregation, electricity customers still receiving basic service are defaulted to the electricity suppliers the aggregation has selected. Customers on basic service who do not want to switch must opt out of the aggregation.

Community interest in municipal aggregation increased significantly, as a path to more stable pricing, after the electricity price spikes of the winter of 2013–14 with its dreaded “polar vortex.” As increased use of natural gas heating collided with heavy reliance on natural gas for electricity generation, spikes in the price of gas resulted in record electricity rates. At the same time, electricity supply brokers, some less scrupulous than others, were moving aggressively into the residential and small business market, offering complex energy-supply products that left confused and sometimes abused customers in their wake.

Melrose Partners with MAPC

Melrose’s Energy Efficiency Manager, Martha Grover, turned to MAPC’s Clean Energy Department as she fielded calls from residents about spiking electricity bills. Melrose was concerned about how to mitigate energy price spikes while maintaining its commitment to moving toward clean energy. Grover had a track record of building successful programs in partnership with MAPC. With MAPC’s support, Melrose had rolled out successful residential weatherization and solar campaigns; partnered with National Grid (the

local electric and natural gas utility) to enroll small businesses in energy assessments; converted streetlights to LEDs; and used MAPC’s Energy Service Company procurement program to make energy saving upgrades to city facilities. Melrose had engaged all sectors of the community on clean energy work; the rate crisis was an opportunity to accelerate its progress toward meeting its sustainability goals.

MAPC has been exploring the potential of municipal aggregation to support clean energy goals for several years. But the only clear example of an aggregation designed to advance clean energy was the Cape Light Compact, which uses municipal aggregation both to purchase supply and to run the energy efficiency programs for Cape communities. Cape Light Compact’s scale allows it to administer full efficiency programs with the required evaluation, measurement, and verification. The other Massachusetts communities using community choice aggregation were mainly focused on securing lower rates.

Municipal aggregation creates a purchaser with the size and sophistication . . . to enjoy the benefits of more stable and often lower pricing.



Lowell and Greenfield had pioneered the use of community aggregation to increase renewable energy purchases. But the generators they secured renewable energy from were not required to have generated their renewable power on the New England Grid or to have delivered it to the New England grid. Nor did it need to come from newer facilities. While this was a step in the right direction, MAPC wanted to push the market to build additional new local renewable generation.

How to Build a Market for Clean Energy

Massachusetts has a regulatory framework for encouraging the generation of renewable energy. The state has established a renewable energy portfolio standard (RPS), which requires electricity

suppliers to include increasing percentages of renewable generation in the electricity they sell to their Massachusetts consumers. Electricity suppliers must either purchase the required percentage of their supply from

renewable generators or make an alternative compliance payment (ACP). When a unit of energy is produced by a renewable generation unit such as wind or solar, the generator receives a Renewable Energy Certificate (“REC”) to reflect the environmentally beneficial characteristics of the energy. Suppliers demonstrate their compliance with the RPS by securing RECs from generators.

Renewable generators rely on the sale of RECs to finance and operate their plants. If a supplier does not purchase sufficient RECs, it has to make the ACP, and the ACP funds are then used to support the development of new renewable energy. In practice, the ACP guarantees a market for RECs and sets the ceiling on their price.

The point of RECs is to increase the price that generators receive for renewable energy. Demand for RECs helps support new renewable development because it ensures that there is a market for renewable generation. This makes it easier for developers and operators of renewable generation to secure sufficient financing and operating

capital to develop additional renewable supply.

For purposes of encouraging the development of renewable generation that is local and new, however, not all RECs are created equal. The problem is that renewable facilities far from the New England grid, such as Texas wind, and facilities built a long time ago, such as older Maine hydro plants, are able to sell RECs in Massachusetts, because the energy they produce qualifies as renewable. These RECs are relatively inexpensive, because Texas wind and Maine hydropower are cheap, and older facilities have retired their development costs over long operating periods. But these RECs do not support the development of new local clean generation capacity within Massachusetts or on the New England grid. Recognizing these issues, Massachusetts requires that the RPS be met with a specific form of RECs, Massachusetts Class I RECs.

To qualify for Class I RECs, renewable generation must be delivered to the New England grid, and the generation units must have been brought online after 1997. Due to the increasing RPS, additional generation units must come online each year for electricity suppliers to avoid the ACP penalty. These characteristics ensure that Class I RECs support new, local renewable generation that provides the full set of clean energy benefits: lower climate emissions, local pollution reduction, and the local jobs and economic benefits that local clean generation creates.

The Innovation: How to Build More Local Clean Energy & Preserve Affordability

Class I RECs were a great choice for promoting clean energy in Massachusetts, but they come at a significant price premium. So Melrose and the other communities working with MAPC needed a way to help their residents afford them.

The solution Melrose and MAPC devised was to leverage the price and stability benefits of community aggregation to make supporting local clean generation affordable to residential consumers. MAPC believed that a blend of a modest amount of Class I RECs into the energy mix could provide the right balance between encouraging local renewables and controlling costs. The key was having everyone in the community (except those

Demand for RECs helps support renewable development because it ensures that there is a market for renewable generation.

Melrose: How Community Choice Aggregation Works



who opted out) participate in the move toward local renewables. While 100 households buying 100% renewable energy might support an addition of 600,000 kilowatt hours of renewable generation, a town with 10,000 households (about Melrose's size) buying just 1% renewable energy would support the same 600,000 kilowatt hours of renewable generation. Increasing the percentage to 5% would support 3,000,000 kilowatt hours of renewable generation, or 3,000 megawatt hours. For perspective, Melrose had saved about 800,000 kilowatt hours from its conversion of streetlights to LEDs, the largest single action Melrose had previously taken to reduce energy use and local greenhouse gas emissions.

In other words, including even a small percentage of Class I RECs over the minimum the state requires would be magnified by the aggregation to have an impact on the market, effectively increasing the RPS and thereby supporting the development of local renewable generation, while limiting the price premium each customer would bear. This type of aggregation would provide communities with price stability, likely meet or beat the basic service rates, and support new local renewable generation at a rate five years ahead of the state.

Melrose Goes First

Melrose was excited to execute MAPC's new strategy for creating a community aggregation that also delivered on the goal to stimulate new, local renewable generation. But this had never been done before, and no existing energy broker was offering the product. Melrose and MAPC were able to act quickly and nimbly to fill the void. Working with MAPC, Martha Grover, the city's Energy Efficiency Manager, secured approval from the mayor and aldermen to pursue a community aggregation.

MAPC's Clean Energy Department then developed a Request for Proposals (RFP) for Melrose to test the market and determine if there were aggregation brokers who could deliver a community aggregation program that expanded local renewables and purchased Class I RECs at an affordable price. The RFP set three objectives for the aggregation plan:

- Do not increase rates compared to projected rates for basic service.
- Decrease greenhouse gas emissions more than the projected decrease for basic service.
- Maximize the portion of increased emissions reductions that support new local renewable generation by purchasing additional Massachusetts



Photo courtesy of MAPC

“Patrick [MAPC Clean Energy Coordinator] put into words what I was talking about trying to do. He put the words into an RFP that asked the question in a way that got the answer and spurred brokers to develop a response: a program. . . . Having 10,000 people buy an additional five percent [green energy] makes a bigger impact than 100 buying current premium green energy products available, and the cost is competitive.”

— Martha Grover, Energy Efficiency Manager, Melrose

Class I RECs above the requirements of the state’s RPS.

The RFP asked for qualifications and price bids. The broker would be responsible for setting up and running a municipal aggregation for Melrose. This would entail developing the aggregation plan, securing approval from the state, and administering the aggregation. Administering the aggregation would include conducting community education and customer enrollment, providing required reporting to the Department of Public Utilities (DPU), reporting to municipal officials on

enrollment details, providing market information and savings analyses, and contracting with energy suppliers. Proposals would include a fee to be paid by the energy supplier to the energy broker on a per-unit-of-energy basis to compensate the broker for its services and expenses in developing and administering the aggregation. MAPC would also collect a very small fee through this mechanism during the first year to cover administrative costs. The aggregation broker would bear all of the costs and risks, collecting no fees until after the aggregation was approved and operating.

The RFP brought in three competitive bids, demonstrating that aggregation providers were willing to shift their business models when presented with demand to develop aggregations that support more local renewable generation while maintaining price stability and affordability.

MAPC led a rigorous review process with a selection committee that included representatives from Melrose and MAPC’s Clean Energy Department. The selection committee chose Good Energy to be the aggregation broker for Melrose. Peregrine Energy Group and Colonial Power Group also submitted competitive responses.

Good Energy is a broker with deep experience in municipal aggregation. It is active in every state that allows municipal aggregations, and has delivered more community aggregations than any other broker. To respond to the unique RFP, Good Energy shifted their usual model by reaching out to a local energy advocacy group, Mass Energy Consumers Alliance (Mass Energy). Mass Energy runs two green power programs that allow individual consumers to buy renewable energy. Through these programs, Mass Energy has built expertise in how to buy Class I RECs and has promoted using MA Class I RECs to support new local generation.

The MAPC-Melrose RFP called for a new way to deliver a community choice aggregation. Good Energy's proposal combined its community aggregation experience with Mass Energy's local renewable buying expertise to produce a strategy for a municipal aggregation that delivered on all three of Melrose's and MAPC's objectives (don't increase rates, reduce greenhouse gas emissions more than basic service, and maximize new local renewable generation). Good Energy's proposal offered to add 5% more Class I RECs than are required by state law (the RPS), effectively increasing the portion of Class I RECs from the 11% the state required in basic service in 2016 to 16%.

Ease of Implementation

With a well-vetted consultant secured, the remaining steps went smoothly. Good Energy developed the aggregation plan. It then worked closely with Martha Grover to share the plan with the Melrose community and solicit feedback, helping to finalize the plan for authorization by the City before it proceeded on the path to state approval. Good Energy then shepherded the aggregation plan through consultation with the Department of Energy Resources and submission and approval by the DPU. Upon securing state approval, Good Energy went out to bid to find electricity suppliers who would provide the local renewable electricity the plan required.

The standard offer for participants in the Melrose aggregation was called Melrose Local Green, and included the 5% in Class I RECs. This was the supply Melrose customers would be defaulted into unless they opted out to remain on basic service. The aggregation also offered two opt-in options. The first, Melrose Premium Local Green, allowed Melrose customers to choose to have 100% of their supply covered with Class I RECs. The second, Melrose Basic, included only the minimum Class I RECs required by state law (11% in 2016), the same level as in the utility's basic service, but with the price stability benefits of the aggregation.

Melrose Aggregation Rates

Melrose Local Green	Default	16% Class I RECs	\$0.096/kWh
Melrose Premium Local Green	Opt-In	100% Class I RECs	\$0.132/kWh
Melrose Basic	Opt-in	11% Class I RECs	\$0.094/kWh
National Grid Basic Service	Opt-out	11% Class I RECs	\$0.130 at time of aggregation

Aggregation delivered highly competitive pricing achieving rates well below winter basic service. The 100% renewable opt-in was only slightly above the winter basic service rate offered at the time.

Residential National Grid Basic Service Rates (per kWh)

Fall/Winter 16-17 (11/16-4/17)	\$0.09787
Spring/Summer 16 (5/16-10/16)	\$0.08042
Fall/Winter 15-16 (11/15-4/16)	\$0.13038
Spring/Summer 15 (5/15-10/15)	\$0.09257
Fall/Winter 14-15 (11/14-4/ 2015)	\$0.16273
Spring/Summer 14 (5/14-10/14)	\$0.08277

Residential basic service rates fluctuate strongly between winter and summer, reaching 16 cents in the 2014-2015 winter.

Melrose: Aggregation Results, Year 1 (2016)

Customer	Melrose Local Green	Melrose Premium Local Green	Melrose Basic	Total Usage in kWh	Per Participant Annual Savings/ (Cost)	Collective Savings/ cost
Residential	8,479	28	70	56,131,219	\$23.16	\$198,634
Small Commercial	649	0	1	6,523,675	(\$37.97)	(\$24,681)
Large Commercial	12	0	0	1,141,988	(\$1,676.25)	(\$20,115)

Residents, the majority of enrolled aggregation consumers saw savings. Businesses that opted to stay in the aggregation paid only modest premiums to support local clean energy.

Results

The experience of a year of MAPC's Community Choice Aggregation program in Melrose has proven that municipal aggregation with additional Class I RECs can deliver stable prices, support a cleaner grid, and deliver savings to residents. Melrose also learned some other key lessons.

“One of the biggest benefits of our aggregation program has been the impact of our public education efforts and the increased awareness among residents about where their energy comes from and understanding their electric bills better. Information is empowerment.”

— Martha Grover, Melrose Energy Efficiency Manager

Over 99% of Melrose's basic service customers entered the aggregation. Only 485 of the eligible basic service customers opted out. A handful (six) opted for the 100% renewable immediately, while that number grew over the year to 28. After a year of aggregation, Good Energy provided an analysis of participant data. They compared the prices paid by participants in the aggregation to what they would have paid as basic service customers. Over 90% of the aggregation participants in Melrose are residential customers, and they received a modest annual savings of \$23. The small business and large commercial participants paid modest premiums as compared to basic service. Since all customers have the right to opt out of the aggregation at any time with no penalty, the businesses that remained in the

aggregation presumably found the benefits of supporting local clean energy goals and having a stable price worth the small premium.

There is a risk in every aggregation that, because of short-term price fluctuations and unexpected market events, the basic service rate will be lower than the aggregation rate for limited periods of time. It is the potential downside to the stable pricing that the aggregation provides. In the northeast area of Massachusetts, where Melrose is located, there have been constraints on bringing electricity to the area that are leading to higher electricity supply rates. National Grid, the electricity utility servicing Melrose, is able to spread these charges across its residential customers both in the constrained area and outside the constrained area, allowing their residential customers on basic service to experience a short-term price advantage. The most recent aggregation price secured by Good Energy for January to June 2017 is \$0.1022, while National Grid's basic service rate is \$0.09787 through April. But participants in the Melrose aggregation continue to enjoy price stability and local generation benefits. With a premium of less than half a penny, that's still a good deal for consumers, and a great deal for securing clean energy.

The community education and outreach that accompanies the development of municipal aggregation has helped to create more educated consumers who value having a choice in their electricity supply and understand its complexity. These consumers are better able to deflect predatory offers and are empowered to actively participate in energy policy discussions that affect their future.

Many Communities Are Following Melrose's Lead

Dedham followed Melrose's lead immediately, independently contracting with Good Energy to develop their aggregation. MAPC quickly developed a second procurement that allows any municipality in its region to quickly build a Community Electricity Aggregation *PLUS* program—the name MAPC has given to its program of including additional Class I RECs in an aggregation—with a vetted vendor, Good Energy, who was selected again under the competitive procurement process. Several communities—Arlington, Brookline, Gloucester, Hamilton, Millis, Somerville, Sudbury and Winchester—are either in the process of developing or approving aggregation plans or launching their aggregations. Brookline has sought to add 25% Class I RECs above the RPS. Brookline's big buy will help us learn how far aggregations can go toward promoting local renewables while still maintaining affordable prices.

The potential for using the municipal aggregation model to increase local renewable energy deployment is vast. The impact of just the ten communities currently working with MAPC to develop and deploy municipal aggregation will support adding the equivalent of 17 new local wind turbines. The more communities that adopt this model, the greater the boost to local renewable generation.

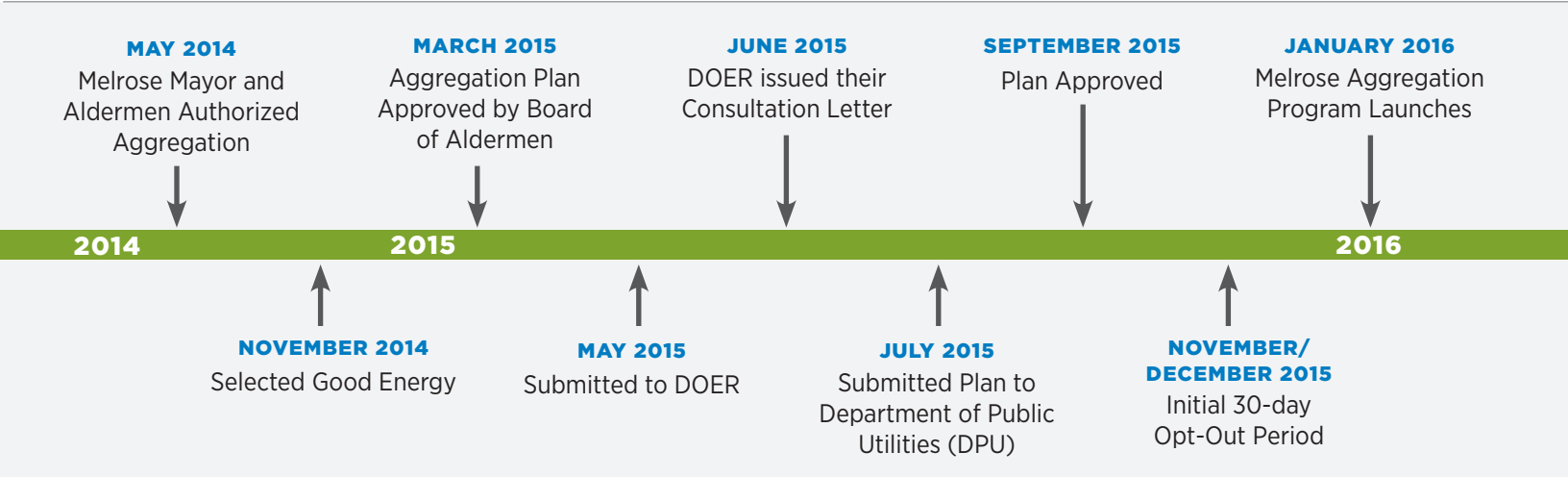
Melrose and MAPC's work to pioneer Community Electricity Aggregation *PLUS* has demonstrated the success of the basic strategy, proving that the

addition of a modest percentage of local renewable energy, through Massachusetts Class I RECs, can simultaneously advance both affordability and clean energy goals. Communities do not have to use Good Energy, or an aggregation broker secured through an RFP run by MAPC, to achieve these benefits. Larger communities may find that it makes sense to develop their own selection process for an aggregation broker, and could opt to strike a different balance between price and clean energy benefits.

For some communities, maintaining cost savings over basic service, or achieving price stability, may be the top priority. Others may be more focused on supporting renewable generation and willing to pay a premium to have a higher percentage of Class I RECs that pushes the transition to clean energy faster. Cape Light Compact, the largest and most sophisticated community aggregation, is now also adding an additional voluntary one percent increase in Class I RECs above the RPS requirement to their procurement. MAPC expects to look next at using Community Electricity Aggregation *PLUS* to support even more local renewables projects.

Continued activity and market development will likely bring additional brokers and players into the market. MAPC's work will continue to ensure that municipalities can leverage the combined electricity purchases of their residents for both competitive pricing and clean energy. And, Melrose will always be the little city that led the way.

Melrose Aggregation Timeline



**If you are interested in participating in or learning
more about MAPC's Community Electricity Aggregation
PLUS program, contact:**

Patrick Roche
PРоche@mapc.org
MAPC Clean Energy Department
(617) 933-0700
MAPC.org/clean-energy



© Thinkstockphotos/Maudib



© April 2017. A publication of the Metropolitan Area Planning Council.
Produced with support from the Barr Foundation.
Prepared by Naomi Mermin, NaomiMermin.com.



Greening Our Grid through Municipal Aggregation

What is Municipal Aggregation?

In a municipal aggregation program, a city or town contracts with an electricity supplier on behalf of residents and businesses who have not already selected a competitive supplier. Most residents and businesses currently get electricity supply, referred to as basic service, from their electric utility (e.g., National Grid or Eversource). Under state law, however, electric utility customers can choose an electricity supplier other than their utility, and the utility will continue to deliver the electricity, maintain poles and wires, and provide other customer services. Customers still receive a single electricity bill.

Municipal aggregation is allowed by MGL c.164 §134 in Massachusetts. To begin an aggregation program, a City Council or Town Meeting first authorizes it, and then the community develops an aggregation plan. The Department of Public Utilities must approve the plan; then the municipality can contract for an electricity supply. Anyone that currently gets basic service electricity supply will be automatically switched to the new supply. These customers are offered the chance to opt out before the program starts, and can also opt out anytime during the program without a penalty. A consultant typically manages implementing the program and is paid by a fee included in the electricity rate.

Standard Benefits & Risks

The goals of most municipal aggregations in the state have been to 1) achieve savings compared to basic service and 2) provide more price stability than basic service.

Savings can be achieved by combining the large-scale buying power of the aggregation with the ability to contract when prices are low. The utilities are required to contract for supply at specific times twice a year, so they cannot necessarily take advantage of good prices or avoid high prices. Nevertheless, there is a risk: aggregations cannot guarantee savings

compared to basic service. The aggregation can, however, guarantee a more stable price than basic service. Aggregations typically contract for one to three years, whereas the utilities can only contract for six-month intervals for basic service.

A third goal of aggregation for some in Massachusetts is to purchase more renewable energy. However, traditionally, these programs were unlikely to impact whether new renewable sources were built.

The Bright Idea: Building Renewable Energy

MAPC began a search for a more impactful strategy. Could we harness the buying power of an aggregation program not only to purchase more renewable energy, but also to help build new renewable sources, and do it here within our New England electric grid?

This shift required a new approach to renewable energy purchasing within an aggregation program. Rather than finding the cheapest source of renewable energy regardless of where it is located, we looked for an approach that would help build new renewable energy locally while retaining the other benefits of municipal aggregation.

The answer we found? An approach that exceeds the state's renewable requirements and buys from new projects that are built in our own region.

The state currently requires that a minimum percentage of new renewable energy is included in our electricity supply, and the requirement increases by 1% each year. This require-

ment has helped fuel the growth of renewables in Massachusetts and the region. Eligible renewable energy comes from new projects such as wind, solar, and small hydro, among others, located primarily in New England.

These new, local renewable energy sources do cost more than the other renewables often used in aggregations. An aggregation program that includes an additional 5% of new, local renewable

The MAPC strategy effectively increases the state's minimum requirement for new renewable energy, helping to build even more renewable generation in our region.

Melrose: How Community Choice Aggregation Works



energy costs roughly the same as 100% renewable energy from Texas wind power or older Maine hydro does, for example. Across an entire aggregation, the additional 5% amounts to a massive extra purchase by the community and helps them meet the state's renewable energy goals five years earlier. When multiple communities take this action, the result is compounded and can be substantial enough to have a true impact on the renewable energy market. **The MAPC strategy effectively increases the state's minimum requirement for new renewable energy, helping to build even more renewable generation in our region than would have been built otherwise.**

Melrose Pilot Program

The City of Melrose teamed with MAPC to pioneer this approach to municipal aggregation in 2016, partnering with the consultant, Good Energy, and entering into a one-year supply contract. The aggregation automatically enrolled all basic service customers in **Melrose Local Green**, unless they opted out. Melrose Local Green includes 5% more new, local renewable energy than required by state law. The City also offered two optional rates:

- **Melrose Premium Green**—100% new, local renewable energy
- **Melrose Basic**—Only the minimum renewable energy required by the state

After a year of operation, the pilot showed great results:

- 99% of 8,577 households in the program stayed with the Melrose Local Green

- Residents saved a total of \$200,000 compared to basic service
- The additional renewable energy purchased by Melrose is the equivalent of adding a new, local 1-MW wind turbine.

Expanding Impact with Community Electricity Aggregation *PLUS*

Melrose's one-year pilot demonstrated that a municipal aggregation can achieve both cost savings and help drive new renewable energy in our region. Dedham quickly followed Melrose's lead and implemented a similar program. To help continue the expansion, MAPC developed a program called Community Electricity Aggregation *PLUS* to help other municipalities implement the same bright idea.

MAPC held a competitive selection process for a municipal aggregation consultant who is now eligible to work with any MAPC-member community. The City of Somerville and Towns of Arlington and Sudbury participated in the selection process, choosing Good Energy. Eight communities in total—Arlington, Brookline, Gloucester, Hamilton, Millis, Somerville, Sudbury, and Winchester—are now enrolled in MAPC's new program and are in the process of developing their own aggregations. Brookline is increasing their percentage of new renewables to 25% above the state requirement. **The collective impact of these new communities could result in 17 new, local 1-MW wind turbines.**

Contact MAPC's Clean Energy Department at cleanenergy@mapc.org to learn more!



If you are interested in participating in or learning more about MAPC's Community Electricity Aggregation *PLUS* program, contact: Patrick Roche, PROche@mapc.org, MAPC Clean Energy Department (617) 933-0700. www.MAPC.org/clean-energy

What is municipal electricity aggregation

Community choice electricity aggregation is a form of **group purchasing** .

In an aggregation,
a city or town selects an electricity supplier
on behalf of its residents and businesses.

More than 95 communities in Massachusetts have active aggregations, including Salem, Nantucket, Foxborough, Grafton, and New Bedford.

Many other communities in the process of developing aggregations include Somerville, Arlington, Brookline, Lexington, and Acton.



Key features

Aggregation involves **electricity supply**. What that means:

- In most Eversource communities, Eversource both delivers the electricity to customers, and they supply it, meaning they buy it for the customer as well.
- In an aggregation community like Natick, Eversource delivers the electricity, but the Town chooses its own electricity supplier. For program participants, the program impacts the *supply* charge portion of their Eversource electric bill. The *delivery* charge portion of the bill is unaffected.

New Eversource Basic Service customers are **automatically enrolled** into the program. They receive a notification letter shortly after enrollment that explains the program and their right to opt out.

Customers can opt out at **any time with no penalty**.



An easy participant experience

When a customer is enrolled, their Eversource bill shows the program price and the program supplier's name

Otherwise:

- Participants continue to receive **one electric bill** from Eversource
- Eversource continues to deliver electricity, restore service after an outage, and maintain the poles and wires
- Compensation for solar installations remains the same
- Low-income discounts remain the same



Aggregation contracts

Aggregation contracts procured by Bay State / Peregrine to date include:

Community	Current Contract Procured	Term	Contract Rate
Chelmsford	11/15	24	9.3
Westborough	11/15	24	9.21
Sutton	10/16	12	8.47
Natick	11/16	6	9.65
Greenfield	11/16	12	8.04*
Grafton	12/16	19	9.1
Foxborough	12/16	19	9.2
Bellingham	12/16	9	8.68
Nantucket	12/16	12	9.03
Salem	3/17	24	9.96*
Swampscott	3/17	24	10.00*

*denotes
additional RECs
in the standard
product



ITEM TITLE: Camp Arrowhead Update

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Update-M. White	4/27/2017	Cover Memo
Letter-DCR Commissioner	4/6/2017	Cover Memo



Town of Natick

Town Administrator's Office

TO: BOARD OF SELECTMEN
FROM: MARTHA WHITE, TOWN ADMINISTRATOR
SUBJECT: CAMP ARROWHEAD UPDATE
DATE: 4/26/2017
CC: DAVID LINSKY, STATE REPRESENTATIVE
JEMMA LAMBERT, COMMUNITY SERVICES DIRECTOR
KAREN PARTENEN, DIRECTOR OF RECREATION AND PARKS
RECREATION AND PARKS COMMISSION
PAUL CAREW, VETERANS' SERVICES DIRECTOR
JOHN FLYNN, TOWN COUNSEL
BRYAN LEBLANC, PROCUREMENT OFFICER
JOHN CICCARIELLO

This memo is provided to update the Board of Selectmen and others regarding Camp Arrowhead, specifically:

1. Negotiations between the Town of Natick, AmVets Post #79, and the MA Division of Conservation Resources (DCR) regarding a Memorandum of Agreement (MOA) designating the Town and the AmVets as Co-Permittees and specifying the terms of our shared use of the Camp Arrowhead site.
2. The Town's progress in ensuring that this summer's Camp Arrowhead program is successful.
3. Progress by the Town and the AmVets to reconstruct the fire-damaged building.

With respect to the MOA, a draft has been issued by DCR; this initial draft was reviewed by Ms. Lambert, Mr. Carew, Ms. Shea (the Recreation and Parks Commission's liaison to the Camp Arrowhead project), Mr. Flynn and myself, and the resulting comments were submitted to DCR's attorney by Mr. Flynn. DCR provided a subsequent draft to

Mr. Flynn, which version he and I reviewed in detail last Friday; comments resulting from our review are being submitted to DCR for their consideration. This latest draft was discussed in an April 26 meeting with Ms. Lambert, Mr. Carew, Ms. Shea, Ms. Ordway (Chair of the Recreation and Parks Commission) and John Jewell (also representing the AmVets) and myself.

I have requested a meeting with the DCR Commissioner and appropriate staff to discuss the latest draft of the MOA, with the objective of resolving any and all outstanding issues such that the terms are agreed-upon by all parties and the MOA is finalized. DCR promptly responded to my request for a meeting, and provided suggested dates and times; at my request this meeting will be held at the Camp Arrowhead site. As of this writing, the date of this meeting has not been determined but the parties are actively working to identify a mutually convenient time. Mr. Carew, Ms. Shea, Mr. Flynn and others will be included in this meeting.

This summer's Camp Arrowhead program was also identified as an important topic of discussion with DCR and, in fact, was the driving factor in my request for an on-site meeting. While the Community Services Director and Recreation and Parks Department personnel have developed a clear plan for this summer's program, we need to review this program with DCR and obtain their consent.

As to redevelopment of the fire-damaged building, we have commissioned an environmental assessment to determine if there are any hazards associated with demolition (e.g. asbestos and/or lead); the demolition plan will be determined pursuant to this assessment. Note that only the fire-damaged portions of the building will be demolished.

At the previously referenced April 26th meeting, all participants agreed that architectural services are needed to develop plans and specifications for reconstruction of the building. Participants discussed several ideas to enhance the building's usefulness for the Camp Arrowhead program as well as expanded programming in service to Veterans.

John Ciccariello - licensed architect, former Selectman, Chair of several past and one current Municipal Building Committee, and Veteran - has agreed to provide support with respect to architectural services. Specifically, John will work with the Town's Procurement Officer in the development of a scope of work for architectural services for reconstruction of the fire-damaged building, prepare plans of the current building footprint and, as appropriate, work with the selected architect in the development of innovative ideas to maximize utilization of the limited building space.

I am seeking the Board's support with respect to the procurement of architectural services.



RECEIVED

APR 6 2017

BOARD OF SELECTMEN
NATICK, MA

April 3, 2017

Martha L. White, Town Administrator
Natick Town Hall
2nd Floor
13 East Central Street
Natick, MA 01760

Dear Administrator White,

With warmer weather now upon us, I wanted to take a moment to re-emphasize the Department of Conservation & Recreation's willingness to assist the Town of Natick with usage of the Camp Arrowhead site for the camp this summer.

As we discussed in person on February 16th, wherever possible, DCR is committed to helping you overcome any challenges you may encounter in re-establishing a fully-functional Arrowhead facility. DCR shares with Natick the desire to have a multi-use, vibrant and welcoming facility that people of all ages and abilities can utilize – and I believe those objectives are captured in the draft agreement that was sent for your review on March 15.

Please let me know if you have any questions or concerns regarding the re-opening of this great property. Your efforts in this regard are much appreciated.

Sincerely,



Leo P. Roy
Commissioner

Cc:

Jonathan Freedman, Chair, Board of Selectman – Town of Natick
Karen Partanen, Director of Recreation & Parks – Town of Natick
Paul Carew, Judge Advocate, AMVETS Post #79

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation
251 Causeway Street, Suite 600
Boston MA 02114-2119
617-626-1250 617-626-1351 Fax
www.mass.gov/dcr



Charles D. Baker
Governor

Karyn E. Polito
Lt. Governor

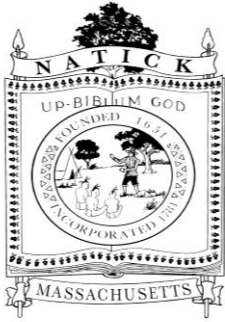
Matthew A. Beaton, Secretary, Executive
Office of Energy & Environmental Affairs

Leo Roy, Commissioner
Department of Conservation & Recreation

ITEM TITLE: Discussion on Process Regarding Medical Marijuana Dispensaries
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo-J. Errickson	4/27/2017	Cover Memo



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

TO: Martha White, Town Administrator

FROM: Jamie Errickson, Director

DATE: April 26, 2017

RE: **Proposed Registered Marijuana Dispensary (RMD)**

Over the past couple months, several companies/partnership groups have been contacting Community and Economic Development staff regarding their interest in siting a medical marijuana facility in Natick. Until recently, these discussions were not substantive as none of these companies had identified a location.

However, Natural Remedies of Hopkinton is looking to site a facility at 11 Mercer Road, which meets all of the local zoning requirements. Over the past couple weeks, company representatives met with staff from Community and Economic Development, Health and Police Departments. These meetings have been fruitful to understanding the proposal in more detail and highlighting the process by which such a facility could be permitted to comply with local and state requirements.

As part of Natural Remedies' application (or any RMD's application) process to the State's Department of Public Health, the company must receive a "Letter of Non-Opposition" or support from the Board of Selectmen (BOS). Per our conversations with the Chair of the BOS, an initial discussion regarding this proposal and the siting of an RMD in Natick is scheduled to be on the Board of Selectmen agenda for May 1.

Please note that the seeking of a Letter of Non-Opposition from the BOS is one of many steps any RMD must successfully complete to receive both local and state approval to locate and operate in Natick (or any community). For example, at the local level, following completion and approval from the State Department of Public Health processes, such a facility must also receive a special permit from the Planning Board per the Town of Natick Zoning Bylaws, as well as approval from the Board of Health per their regulations governing RMD facilities.

As always, please feel free to contact me with any questions.

ITEM TITLE: Special Town Meeting #1 Warrant Articles 1, 2, & 4

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
2017 Special Town Meeting #1 Warrant	5/1/2017	Cover Memo
Article 1 Q & A	4/28/2017	Cover Memo
Article 2 Q & A	4/28/2017	Cover Memo
Memo RE Article 4-J. Ostroff	4/27/2017	Cover Memo
Article 4 Q&A	4/27/2017	Cover Memo

**WARRANT
2017 SPECIAL TOWN MEETING #1
MAY 9, 2017**

THE COMMONWEALTH OF THE MASSACHUSETTS

Middlesex, ss

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

In the name of the Commonwealth of Massachusetts you are required to notify the qualified Town Meeting Members of the said Town of Natick to meet in the Natick High School, Natick on **Tuesday Evening May 9, 2017 at 7:30 PM**, then and there to act on the following Articles:

- Article 1 Amendments to the Town of Natick Zoning By-Law and Zoning Map
- Article 2 Application of Bond Premiums to Project Costs or Other Capital Projects
- Article 3 Amend Zoning By-Laws: Reasonable Regulation of Uses Exempted from Permitting
- Article 4 Home Rule Petition – Cochituate Rail Trail Bridge Sponsorship

**ARTICLE 1
Amendments to the Town of Natick Zoning By-Law and Zoning Map
(Town Administrator)**

To see if the Town will vote to:

- 1) Amend the Town of Natick Zoning Map, as referenced in the Town of Natick Zoning By-Law under Section II-B Location of Districts (Zones) subsection 1, by rezoning from Industrial II (INII) to Highway Mixed Use I (HMI) or other zoning district as appropriate the following properties:
 - a.) Town of Natick Assessors' Map 17, Lot 8, including approximately to the center line of Route 9 to the south [including but not limited to a portion of the property known as 1185 Worcester Street]
 - b.) Town of Natick Assessors' Map 17, Lots 10, 11, 12; Map 25, Lots 252A, 252B, 253, 253A, 253B; and Map 26 Lot 168C; including approximately to the center line of Route 9 to the south [including but not limited to properties known as 1065-1085 Worcester Street]; and including the portion of Lake Cochituate surrounded by these lots;
- 2) Amend the Town of Natick Zoning Map, as referenced in the Town of Natick Zoning By-Law under Section II-B Location of Districts (Zones) subsection 1, by rezoning from Highway Corridor (HC) Overlay District to Regional Center (RC) Overlay District or other overlay district as appropriate, the following properties:
 - a) Town of Natick Assessors' Map 17, Lots 10, 11, and 12; Map 25, Lots 252A, 252B, 253, 253A, 253B; and Map 26 Lot 168C; including approximately to the center line of Route 9 to the south; and including the portion of Lake Cochituate surrounded by these lots;

- 3) Amend the Town of Natick Zoning By-Law, Section III-B (3), (4), and (5) regarding Large Parcels, by amending and/or altering the minimum parcel threshold for Large Parcels;
 - 4) Amend the Town of Natick Zoning By-Law, Section II-B Location of Districts, by deleting and/or amending any or all subsections from subsection 7 to the end of Section II-B;
- or otherwise act thereon.

ARTICLE 2
Application of Bond Premiums to Project Costs or Other Capital Projects
(Town Administrator)

To see if the Town will vote to (i) appropriate the premium paid to the Town upon the sale of bonds issued on April 27, 2017 to pay costs of capital projects and to reduce the amounts appropriated for such projects by the same amount, and (ii) supplement each prior vote of the Town that authorizes the borrowing of money to pay costs of capital projects to provide that, in accordance with Chapter 44, Section 20 of the General Laws, the premium received by the Town upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bond or notes, may be applied to pay project costs and the amount authorized to be borrowed for each such project shall be reduced by the amount of any such premium so applied; or otherwise act thereon.

ARTICLE 3
Amend Zoning By-Laws: Reasonable Regulation of Uses Exempted from Permitting
(Cathleen Collins et al.)

To see if the Town will vote to amend the Zoning Bylaws including but not limited to adding new sections and/or definitions, and/or amending existing sections and/or definitions and/or applying existing regulations in order to provide for Site Plan Review and reasonable regulations concerning the bulk and height of structures and determining yard size, lot area, setbacks, open space, parking, and building coverage requirements of land, structures, and uses as provided in and/or otherwise exempted from any local permitting and/or local zoning control per Massachusetts General Laws chapter 40A, section 3, the so-called Dover Amendment, relevant case law and/or other State or Federal statute; or otherwise act thereon.

ARTICLE 4
Home Rule Petition – Cochituate Rail Trail Bridge Sponsorships
(Town Administrator)

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court to enact legislation in substantially the following form, provided that the General Court may reasonably vary the form and substance of the requested legislation within the scope of the general public objectives of this petition.

“AN ACT AUTHORIZING THE MUNICIPALITIES OF NATICK AND FRAMINGHAM TO NAME CERTAIN BRIDGES

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding the provisions of Chapter 85 and Chapter 30B of the General Laws, or any other general or special law to the contrary, the municipalities of Natick and Framingham are authorized to offer, execute agreements for, and receive revenues from the sponsorship of bridges crossing state highways on or along the Cochituate Rail Trail.

SECTION 2. All revenues received from said sponsorships shall be used for open space and/or park purposes.

SECTION 3. All revenues received from said sponsorships of a bridge across Route 9 shall be exclusively for the town of Natick.

SECTION 4. All revenues received from said sponsorships for a bridge across Route 30 shall be evenly divided between the municipalities of Natick and Framingham.

SECTION 5. The form, material and size of signage to be installed within any state layout pursuant to this act are subject to the approval and regulations of the Massachusetts Department of Transportation.

SECTION 6. This act shall take effect upon its passage.”

or otherwise act thereon.

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

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, TCAN, 14 Summer 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 May 9, 2017; also by causing the titles of the articles on the Warrant for the 2017 Special Town Meeting #1 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 April 24, 2017.

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 18th day of April, 2017.

Board of Selectmen for the Town of Natick

Jonathan Freedman
Chair

Susan G. Salamoff
Vice Chair

Richard P. Jennett, Jr
Clerk

Amy Mistrot
Member

Michael J. Hickey, Jr.
Member

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.

Warrant Article Questionnaire
Non Standard Town Agency Articles

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article # 1	Date Form Completed: 4/19/17
Article Title:	
Sponsor Name: Town Administrator	Email: mwhite@natickma.org or jerrickson@natickma.org

Question	Question																								
1	Provide the article motion exactly as it will appear in the Finance Committee Recommendation Book and presented to Town Meeting for action.																								
Response	Please see attached Draft Motion																								
2	At a summary level and very clearly, what is the proposed purpose and objective of this Warrant Article and the accompanying Motion?																								
Response	<p>The purpose of these proposed zoning amendments are to:</p> <ul style="list-style-type: none"> 1) replace the Industrial II (INII) zoning district with the Highway Mixed Use I (HMI) on certain Worcester St. (RT. 9) lots; 2) replace the Highway Corridor (HC) Overlay District with the Regional Center (RC) Overlay District on Worcester St. (RT. 9) certain lots; 3) Amend the Section III-B (3), (4), and (5) regarding Large Parcels – lower minimum parcel threshold for large parcels from 200,000 square feet to 160,000 square feet; 4) Amend Section II-B Location of Districts to remove all sections including subsection 7 to the end of Section II-B. <p>More detail is provided in the proposed motion, maps, and materials provided.</p>																								
3	Has this article or one of a very similar scope and substance been on a previous Warrant Article and what has been the actions taken by Finance Committee, other Boards or Committees and Town Meeting?																								
Response	<p>No</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;">Warrant Period</th> <th style="width: 25%;">Other Committees</th> <th style="width: 25%;">FinCom Action</th> <th style="width: 25%;">Town Meeting</th> </tr> </thead> <tbody> <tr> <td>FTM 2016</td> <td></td> <td></td> <td></td> </tr> <tr> <td>SATM 2016</td> <td></td> <td></td> <td></td> </tr> <tr> <td>FTM 2015</td> <td></td> <td></td> <td></td> </tr> <tr> <td>SATM 2015</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Prior</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Warrant Period	Other Committees	FinCom Action	Town Meeting	FTM 2016				SATM 2016				FTM 2015				SATM 2015				Prior			
Warrant Period	Other Committees	FinCom Action	Town Meeting																						
FTM 2016																									
SATM 2016																									
FTM 2015																									
SATM 2015																									
Prior																									

Warrant Article Questionnaire
Non Standard Town Agency Articles

	Comments:
4	Why is it required for the Town of Natick and for the Town Agency sponsor(s)?
Response	Per MGL Chapter 40A, Zoning Amendments must be reviewed and approved by Town Meeting. Further, the amendments will encourage a more highly sought after redevelopment of the properties discussed in this article. For more detail, please see materials provided.
5	Does this article require funding, how much, from what source of funds and under whose authority will the appropriation be managed and spent?
Response	No funding required
6	Does this article act in any way in concert with, in support of, or to extend any prior action of Natick Town Meeting, Massachusetts General Laws or CMR's or other such legislation or actions? Does this article seek to amend, rescind or otherwise change any prior action of Natick Town Meeting?
Response	No recent prior action – zoning map and language date back to 1960s, with amendments in the 1980s/90s.
7	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive Master Plan, and community values as well as relevant state laws and regulations?
Response	The proposed zoning article and map changes were previously discussed at length by the Planning Board and identified as items that needed to be completed to “clean up” the zoning map and zoning bylaw. The need to complete these in a timely manner is in order to support the redevelopment of a soon-to-be vacated/underutilized warehouse property zoned for industrial use. The amendment will encourage higher value, contextually sensitive commercial uses, which are consistent with considerable feedback received/expressed throughout the Natick 2030+ Master Plan process and throughout the Targeted Economic Development Plan work, recently completed by the Economic Development Committee.
8	Who are the critical participants in executing the effort envisioned by the article motion?

Warrant Article Questionnaire
Non Standard Town Agency Articles

Response	Planning Board and Town Meeting – along with private sector investment
9	<p>What steps and communication has the sponsor attempted to assure that:</p> <ul style="list-style-type: none"> • Interested parties were notified in a timely way and had a chance to participate in the process • Appropriate Town Boards & Committees were consulted • Required public hearings were held
Response	<p>All impacted property owners were contacted by Town staff, are aware and supportive of these proposed zoning map amendments. All were invited to and provided the chance to participate in the process (and some have).</p> <p>Public meetings were held with the Planning Board (including the required public hearings) and Board of Selectmen. Notification was also sent to the Economic Development Committee – all are supportive of the proposed amendments</p>
10	<p>Since submitting the article have you identified issues that weren't initially considered in the development of the proposal?</p>
Response	Only minor language adjustments/technical corrections to the motion.
11	<p>If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences?</p>
Response	<p>Possible redevelopment of the properties highlighted in the warrant article may not be realized in a timely manner and/or by the current potential future owner - an existing Natick business seeking possible consolidation and substantial expansion of their operations (currently located in Natick and one other Massachusetts community) and development of a 60,000 +/- square foot facility to serve as their east coast headquarters; a Silicon Valley location serves as their main headquarters</p>

Warrant Article Questionnaire
Non Standard Town Agency Articles

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article #2	Date Form Completed: 04-13-2017
Article Title: Application of bond premiums to project costs or other capital projects	
Sponsor Name: Town Administrator	Email: mwhite@natickma.org

Question	Question
1	Provide the article motion exactly as it will appear in the Finance Committee Recommendation Book and presented to Town Meeting for action.
Response	See attached.
2	At a summary level and very clearly, what is the proposed purpose and objective of this Warrant Article and the accompanying Motion?
Response	<p>The Town receives a premium on a bond sale, over and above the amount of bonds sold, derived from the excess funds generated in the reoffering of the bonds by the purchaser in the secondary market. With interest rates expected to rise, purchasers put higher coupon rates on the bonds than the yields on the bonds, in order to provide coupon protection to investors should they sell their bonds before they mature. In exchange for this optionality, purchasers are willing to pay higher than par, to purchase the bonds. This "excess" purchase price results in a "premium" paid to the issuer of the bonds. It is highly effective to use the premium from the sale of bonds, to reduce how many bonds are actually sold, by a like amount. The use of premium in this way is now mandated by the Municipal Modernization Act, MGL c.44 sec.20, and its use in this manner automatically reduces the authorization amount of the bonds, so there is no excess funds being used for the project.</p> <p>For bonds issued subsequent to the enactment of the Act for which there was no authorization to appropriate the premium to reduce the sale of bonds, Town Meeting is required to appropriate the premium received from such sale of bonds to pay directly for the capital costs of those projects in lieu of selling bonds for that same amount. This is how the Town's most recent bond sale in April, 2017, was sold. We reduced the amount of bonds sold by the amount, net of costs of issue, that the Town received in premium. So now Town Meeting will be asked at the May Special Town Meeting to vote to appropriate that premium to the projects to complete the total financing costs authorized in the vote approving those bonds.</p>
3	Has this article or one of a very similar scope and substance been on a previous Warrant Article and what has been the actions taken by Finance Committee, other Boards or Committees and Town Meeting?
Response	No
4	Why is it required for the Town of Natick and for the Town Agency sponsor(s)?
Response	This vote is required to bring the debt authorized but not issued prior to November 2016 into compliance with the Municipal Modernization Act, MGL c.44 sec.20.

Warrant Article Questionnaire
Non Standard Town Agency Articles

5	Does this article require funding, how much, from what source of funds and under whose authority will the appropriation be managed and spent?
Response	No funding is required for this article.
6	Does this article act in any way in concert with, in support of, or to extend any prior action of Natick Town Meeting, Massachusetts General Laws or CMR's or other such legislation or actions? Does this article seek to amend, rescind or otherwise change any prior action of Natick Town Meeting?
Response	This article is in concert with the provisions of MGL. c. 40 sec. 20. It will amend each prior vote of the Town for authorized unissued debt to apply premiums earned from the sale to pay costs of capital projects.
7	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive Master Plan, and community values as well as relevant state laws and regulations?
Response	It will have no effect on the Town Bylaws and complies with the provisions of Municipal Modernization Act, MGL c.44 sec.20.
8	Who are the critical participants in executing the effort envisioned by the article motion?
Response	Deputy Town Administrator/Finance Director and Treasurer.
9	What steps and communication has the sponsor attempted to assure that: <ul style="list-style-type: none"> Interested parties were notified in a timely way and had a chance to participate in the process Appropriate Town Boards & Committees were consulted Required public hearings were held

Warrant Article Questionnaire
Non Standard Town Agency Articles

Response	None. The proposal is in conformance with Massachusetts General Laws and has been approved by Bond Counsel.
10	Since submitting the article have you identified issues that weren't initially considered in the development of the proposal?
Response	No
11	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences?
Response	The Town will not be in compliance with Municipal Modernization Act, MGL c.44 sec.20 for debt authorized but not issued prior to November 2016.

Memorandum

To: Natick Board of Selectmen
From: Josh Ostroff
Date: April 13, 2017
Re: Special TM #1, CRT Home Rule Petition

Cc: Martha White, Town Administrator; Jamie Errickson, Director of Community and Economic Development; Bryan Le Blanc, Procurement Officer; Natick Town Counsel; Robert Halpin, Framingham Town Manager

The Town Administrator has agreed to sponsor a home rule petition for the upcoming Special Town Meeting to facilitate naming rights agreements for bridges that will be constructed as part of the Cochituate Rail Trail. This memo will provide context and explanation.

Naming rights and sponsorships for the CRT have been the subject of several Board discussions over the past year, with one objective being to reduce the net cost to the Town of the CSX acquisition. The Board has an agreement with the Friends of Natick Trails that, in part, is intended to serve this goal.

In addition, we have had discussions with Framingham about sharing potential naming rights revenue for the bridge over Route 30, which will cross the town line at its midpoint. There is a consensus to share that revenue, but no formal agreement. A formalized arrangement will be required, either prior to or as part of a naming rights contract.

The recent vote in Framingham to adopt a City form of government effective January 1, 2018 adds a couple of wrinkles to this process, and it will likely delay action by the legislature. For strategic reasons, however, it is timely for Natick to initiate the process, since it can be amended in the legislature within the scope of the petition.

Legislation is necessary because the state has a role to play in two ways. First, while it is expected that the bridges will be under municipal control, the Commonwealth retains jurisdiction over signage on state highways. Signage is important to maximize naming rights revenue. Also, bridge naming on or over state roads requires authorizing legislation. Recent discussions with the Real Estate division of MassDOT have confirmed that we will need legislation.

The process should be initiated as soon as possible, since home rule petitions can take some time, and if Town Meeting does not vote favorable action, it's better to know that sooner than later.

In seeking this legislation, the Town will be doing a few things that are atypical or require some explanation.

- Legislation to name a bridge is usually both permanent and specific to an honoree, e.g. David Ortiz. In this case, each Town would seek authority to name bridges through the special legislation, and would address sponsorships through a future process based in part on the commercial value. That's why the legislation is specific about the use of the resulting revenue, and why we would not want to be held to all provisions of procurement law, Chapter 30B.
- MassDOT will require certain approvals for any signage on the bridges; the legislation makes this explicit. In general, signage on a roadway must be unobtrusive and not distracting to motorists for reasons of safety.
- The legislation also indicates how revenue will be allocated, which is consistent with the Board's discussions and decisions over the past couple of years. Natick would receive all revenue from the Route 9 bridge, and equally share revenue from the Route 30 bridge, which crosses the town line at its midpoint.

From a policy perspective, this home rule petition is important for discussion at the Board level and at Town Meeting: it will determine the Town's willingness to seek revenue from corporate naming rights agreements. If a majority of the Board and Town Meeting members do not want bridges to be named and signed for a brand or corporation, that will have the effect of reducing potential revenue to the Town.

Discussions about naming rights and sponsorships of public assets are ongoing at various levels of government. This was a recommendation of the Town's Revenue Enhancement Task Force in 2008, and something that the Natick Public Schools have addressed at various times. Framingham is also considering a policy. At the state level, both MassDOT and the MBTA are exploring naming rights as sources of revenue. This is an interesting public policy discussion.

This legislation requires the Town to use the revenue for open space and park purposes, including land acquisition and improvements.

Thank you for your questions and consideration, and thanks to Town Counsel and our Procurement Officer for their guidance.

Board support for this article is requested.

Warrant Article Questionnaire
Citizen Petitions & Non Standard Town Agency Articles

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article # STM#1 Article 4	Date Form Completed: 4/20/17
Article Title: Home Rule Petition – Cochituate Rail Trail Bridge Sponsorship	
Sponsor Name: Town Administrator	Email: jostroff@natickma.org

Question	Question
1	Provide the article motion exactly as it is intended to be voted on by the Finance Committee.
Response	Included in article on warrant, which was drafted in consultation with Town Counsel and the Town's Procurement Officer.
2	At a summary level and very clearly, what is proposed purpose and objective of this Warrant Article and the required Motion?
Response	This home rule petition seeks needed legislative authorization to effectively sell naming rights for new bridges to be constructed over state highways as part of the CRT, which will provide revenue to the Town and help offset the cost of the CSX acquisition and/or provide funding for future open space/parkland expenditures.
3	What does the sponsor gain from a positive action by Town Meeting on the motion?
Response	No financial gain. This is for the benefit of the Town.
4	Describe with some specificity how the sponsor envisions how: the benefits will be realized; the problem will be solved; the community at large will gain value in the outcome through the accompanied motion?
Response	<p>Legislation is needed to allow the Town to establish – potentially in collaboration with a non-profit such as the Friends of Natick Trails, as well as with Framingham – a naming rights program for one or both bridges to be built as part of the CRT. Absent this legislation or another mechanism that circumvents existing restrictions, we will not have that opportunity.</p> <p>Through those efforts the Town would realize revenue for defined goals such as open space acquisition. Legislation is necessary since the state has some jurisdiction; we would seek to establish a procurement process that allows the town to maximize revenue, working in concert with MassDOT to respect their standards and practices.</p> <p>The Committee is advised that sponsorships and naming rights is an emerging area of State policy, and the Town is proposing a novel approach to this issue following consultation with MassDOT. It may be amended in the legislature, or become part of other legislation since Natick is not the only entity that would benefit.</p> <p>Ultimately, the intention is for the Town to realize revenue to support the community's goals; the revenue would be accounted for, and appropriate with Town Meeting approval.</p>

Warrant Article Questionnaire

Citizen Petitions & Non Standard Town Agency Articles

5	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations?
Response	The article supports open space aspects of Natick's 2008 strategic plan, the most recent Open Space plan, and past actions of Town Meeting, by providing revenue for open space purposes. It would adapt state procurement law and certain laws relating to signage on state highways, in order to allow the Town to maximize value of certain assets. For example, a local procurement process may allow increased latitude for negotiation with a prospective sponsor. Finally, sponsorships and naming rights were recommended to the Town as part of the recommendations of the Revenue Enhancement Task Force.
6	Have you considered and assessed, qualified and quantified the various impacts to the community such as: <ul style="list-style-type: none"> • Town infrastructure (traffic, parking, etc.) • Neighbors (noise, traffic, etc.); • Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.);
Response	This would not impact infrastructure or neighbors. It would support certain environmental and other goals by providing revenue. The Town would need to ensure that aesthetics and other community values are taken into consideration.
7	Who are the critical participants in executing the effort envisioned by the article motion? To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the motion?
Response	The Friends of Natick Trails, as a likely partner in this process, have been consulted over the past year. Outreach to MassDOT on this matter began in 2016 and those discussions have informed this legislation. It is premature to engage with potential sponsors until we have a process in place.
8	What steps and communication has the sponsor attempted to assure that: <ul style="list-style-type: none"> • Interested parties were notified in a timely way and had a chance to participate in the process, that • Appropriate town Boards & Committees were consulted • Required public hearings were held
Response	The Natick Board of Selectmen has been consulted on this issue on several occasions over the

Warrant Article Questionnaire
Citizen Petitions & Non Standard Town Agency Articles

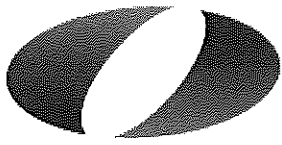
	past year. The Framingham Board of Selectmen, Town Manager and Town Counsel have also been consulted. Because of the impending change in Framingham's form of government, a final agreement will not happen until after January 1, 2018.
9	Why is it required for the Town of Natick AND for the sponsor(s)?
Response	We cannot realize the benefits of sponsorships and naming rights without special legislation.
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?
Response	Framingham's new charter, but that does not delay the rationale for starting the lengthy legislative process.
11	What are other towns and communities in the Metro West area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish
Response	Typically, adopt-a-highway programs on roadways. Many communities and school districts have naming rights agreements at athletic facilities, which do not involve state highway regulations. This is new territory for a municipality, although MassDOT and the MBTA continue to explore naming rights as a source of new revenue.
12	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences.
Response	We will forgo the opportunity to maximize this potential new source of revenue at a time when it is needed.

ITEM TITLE: Correspondence 5/1/17

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence 5/1/17	4/28/2017	Cover Memo



Olin College
of Engineering

METROWEST
HEALTH
FOUNDATION

**Please join us to celebrate the semester with
Olin College's *Engineering for Humanity* class!**

See final projects from our student teams!

1:00—2:30 pm

On Tuesday, May 2, 2017

In the **Milas Hall Auditorium**

Refreshments will be served.

Please **RSVP by April 25th** to

Marcella Fornagiel at

Marcella.Fornagiel@olin.edu or

(781) 292-2513

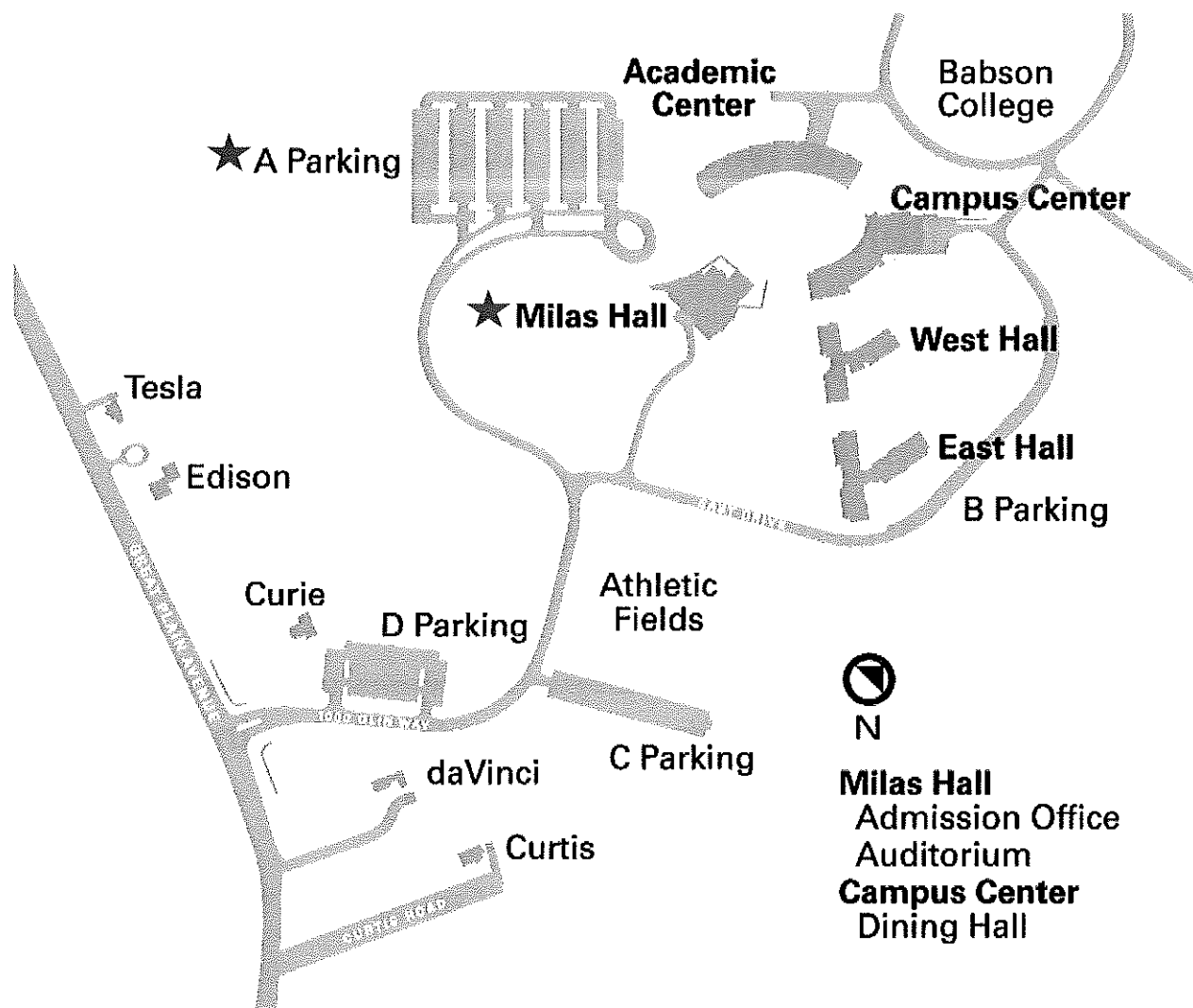
**Engineering for Humanity: Helping Elders Age in Place
through Partnerships for Healthy Living**

- 4 years of partnership between Olin College and the Natick Council on Aging
- In year 6 of support from a grant from the Metrowest Health Foundation

The address is 1000 Olin Way, Needham. When you enter the access road from Great Plain Ave., travel up hill, veering to the left towards “A Parking”. Park on any tier of the lot where it says “Faculty, Staff, Visitor Parking.” There are 3 main buildings when you come from the parking lot. Milas Hall is the one to the right.

Directions also available at:

<http://www.olin.edu/directions/>





J.H. LYNCH & SONS, INC.
18 McCRACKEN ROAD
PO BOX 319
MILLBURY, MA 01527
508-756-6244
JHLYNCH.COM

April 20, 2017

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

Re: ***Contract #SC-1523-025, Mathworks Off-Site Improvements
Intersection Improvements Project-Superior Drive at Speen St. North
Natick, MA***

Dear Board of Selectmen,

J.H. Lynch & Sons, Inc. is writing to inform you that we intend to start work on the above noted project on or around May 1, 2017. The project is for the intersection improvements being done per the design by Vanasse Hangen Brustlin, Inc. We are working as a subcontractor to Consigli Construction Co., Inc. Consigli is constructing the new building for Mathworks.

If you have any questions or if I can be of further assistance, please feel free to contact me at (508) 756-6244.

Sincerely,

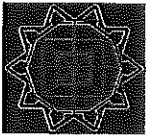
A handwritten signature in cursive script, appearing to read "Gregory Oswitt".

Gregory Oswitt
Project Manager
J.H. Lynch & Sons, Inc.

RECEIVED

APR 24 2017

BOARD OF SELECTMEN
NATICK, MA



Massachusetts Municipal Association
One Winthrop Square
Boston, MA 02110
(800) 882-1498 * Fax (617) 695-1314

Massachusetts Selectmen's Association

Regional Meeting

Wednesday, May 24th

11:30 a.m. – 1:30 p.m.

MMA Office, 1 Winthrop Sq. Boston

Register Today!

Register online at www.mma.org or email jobasohan@mma.org

- | | |
|------------|---|
| 11:30 a.m. | Welcoming Remarks and Lunch
Jim Lovejoy, President, MSA and Mount Washington Selectman |
| 11:45 a.m. | Legislative Update
Geoff Beckwith, Executive Director, MMA |
| 12:15p.m. | Panel Presentation
Margaret J. Hurley, Municipal Law Unit Director, AG's Office
John F. Carmichael Jr., Police Chief, Walpole
David Lakeman, Legislative Analyst, MMA |
| 1:30 p.m. | Adjournment |

MSA Regional Meeting Registration **Please reply by Wednesday, May 17th**

Name _____ Title _____
Municipality _____ Day Phone _____
Email _____

*This event is free of charge but pre-registration is required.
For questions or accessibility requests please contact Devon Williams at the MMA at (800) 882-1498.*

Last Drink Report Q4 2016 Oct-Dec

docket	nmestab	staddress	ctcityzip	ins_date	offense_date	citation
1653CR001842				07-Oct-16 8/7/2016		R7734513
1515CR005648				25-Oct-16 9/30/2015		R6825124
1615CR002358				28-Oct-16 5/8/2016		R6445490
1615CR005766				31-Oct-16 10/19/2016		R7599728
1415CR004260				09-Nov-16 7/11/2014		R5334881
1515CR007164				21-Nov-16 12/14/2015		R6850656
1648CR001483				21-Nov-16 11/18/2016		R6233979
1653CR002589				07-Dec-16 11/20/2016		R7969309
1664CR003227	INDIVIDUAL RECREATION, INC.	200 GORE RD. IS.	01570	22-Nov-16 9/25/2016		R7055642
1654CR001643	Corrib Pub	2030 Centre St.	02132	09-Nov-16 10/22/2016		R8090563
1641CR001488	Six Flags	1623 Main Street	Agawam MA 01001	19-Oct-16 10/16/2016		R7576688
1644CR001227	The Still	858 Suffield Street	Agawam, MA 01001	17-Nov-16 9/18/2016		R7636680
1622CR001846	Amesbury Polish Club	14 Mill Street	Amesbury Ma 01913	30-Nov-16 11/7/2016		R7391464
1622CR002043	MANDARIN	88 Haverhill Rd	Amesbury, MA 01913	19-Dec-16 12/17/2016		R8284545
1698CR001663	Mission Cantina	485 West Street	Amherst, MA 01002	31-Oct-16 10/29/2016		R7140181
1698CR000408	Chez Albert	178N Pleasant St	Amherst, MA 01002	21-Nov-16 3/20/2016		R5422663
1618CR004650	Palmer's Restaurant & Tavern	18 Elm St	Andover, MA 01810	03-Oct-16 9/1/2016		R6627615
1570CR000506	Steel Pub	11 Exchange Street	Athol, Ma. 01331	21-Oct-16 9/10/2015		R5747822
1634CR002507	RESTAURANT	90 Auburn St.	Auburn, MA 01501	20-Oct-16 10/10/2015		R6133641
1564CR004034	Yong Shing Restaurant	1 Depot Square	Ayer, Ma. 01432	07-Dec-16 11/24/2016		R6916662
1648CR001493	Carlin's	15 Central Street	Baldwinville, MA 01436	14-Oct-16 3/12/2016		M7303958
1670CR000129	The Thirsty Pub	377 Stetson Road	Barre, MA 01005	03-Oct-16 8/1/2014		R5329092
1469CR001285	The Upper Deck	404 Valley Road	Barre, MA 01005	14-Nov-16 11/10/2016		R7993942
1643CR002328	American Legion	377 Stetson Road	Barre, MA 01005	15-Dec-16 3/17/2016		R6260287
1669CR000440	Upper Deck	5 E Walnut Street	Belchertown, MA 01007	30-Nov-16 2/26/2016		R4862101
1669CR000316	McCarthy's Pub	285 Cabot ST	BEVERLY MA 01915	21-Nov-16 1/29/2016		R5005072
1636CR000237	Chianti Cafe	45 Enon Street	Beverly MA 01915	16-Nov-16 5/1/2016		R5933358
1622CR000557	Gourmet Garden	20 Cabot Street	Beverly Ma. 01915	30-Nov-16 4/14/2016		R5005076
1636CR000887	Anchor Pub and Grille	20 Cabot St	Beverly, MA 01915	29-Dec-16 12/18/2016		R6080574

1653CR001689	Chung Kings Cafe	446 Boston Rd	Billerica MA 01821	01-Nov-16 7/21/2016	
1611CR002044	Playoffs Bar & Grill	312 WINDUCCA TOWNSHIRE	Billerica, MA	10-Nov-16 8/28/2015	R6908419
1511CR005678	Wu Loon Ming Restaurant	8 Chelmsford Road	Billerica, MA. 01821	12-Oct-16 3/20/2015	R5888704
1608cr865	Suffolk Downs		East Boston, MA	27-Oct-16 8/29/2016	R7449799
1613CR003188	FENWAY PARK	4 YAWKEY WAY	BOSTON MA	09-Nov-16 7/6/2016	R7763690
1613CR003921	CABARET LOUNGE	4 YAWKEY WAY	BOSTON MA	09-Nov-16 8/10/2016	
1551CR001344	The Rock Cafe	22-24 Clinton St	Boston Ma 02109	21-Oct-16 9/4/2015	R6241285
1653CR001977	LAVERGNE THE SQUARE THEATRE STATION	120 Beverly St	Boston MA 02114	18-Oct-16 8/19/2016	R7553871
1653CR002007	Straga on the Waterfront	1 Marina Park Dr	Boston MA 02210	04-Oct-16 8/27/2016	R7556315
1653CR002051	Loretta Last Call	1 Lansdowne St	Boston MA 02215	18-Oct-16 9/3/2016	R7545782
1615CR005963	Il Panino	11 Parmenter St.	Boston Ma. 02113	21-Dec-16 10/31/2016	R7602044
1610CR002029	Committee Bar	200 TRINITY ST, SUITE 200	Boston, Ma	09-Nov-16 10/21/2016	R7883066
1651CR001853	Smith & Wollensky	200 100 Legends Way	Boston, MA 02110	14-Dec-16 12/9/2016	R6869564
1512CR000407	TD Garden	100 Legends Way	Boston, MA 02114	09-Nov-16 7/2/2015	R5913496
1604CR000566	Club Bijou	51 Stuart Street	Boston, MA 02116	30-Nov-16 10/15/2016	R7570463
1612CR000635	Fenway Park	4 Yawkey Way 200 COMMERCIAL AVENUE	Boston, MA 02215	26-Oct-16 10/10/2016	R7449527
1612CR000698	Paradise Rock Club		Boston, MA 02215	15-Nov-16 11/3/2016	R7302529
1636CR002049	Ruth Chris Steak House	45 School St.	Boston, MA 02108	25-Oct-16 9/5/2016	R7553881
1622CR001860	Slate Bar & Grill	109 High St	Boston, MA 02110	15-Nov-16 11/11/2016	R7391114
1603CR000796	Bricco	241 Hanover Street	Boston, MA 02113	11-Oct-16 10/8/2016	R6485395
1604CR000513	McGreedy's	911 Boylston St.	Boston, MA 02115	07-Dec-16 10/2/2016	R7249305
1518CR004355	McGreedy's	911 Boylston St	Boston, MA 02115	07-Dec-16 8/7/2015	R6493130
1618CR004824	Cure Lounge	246 Tremont St	Boston, MA 02116	28-Dec-16 9/11/2016	R7556051
1651CR001642	White Horse Tavern	116 Brighton Ave.	Boston, MA 02134	15-Dec-16 11/6/2016	R75255181
1652CR001657	The Whiskey Priest	150 Northern Ave 234 CONGRESS STREET	Boston, MA 02210	16-Nov-16 10/5/2016	R5098215
1649CR003006	SMITH AND WOLENSKY'S	15 Lansdowne St	Boston, MA 02210	28-Dec-16 12/9/2016	R76902919
1636CR002196	House of Blues	15 Lansdowne St	Boston, MA 02215	20-Oct-16 9/22/2016	R7423259
1525CR002757	Baseball Tavern	1270 Boylston Street	Boston, MA 02215	04-Nov-16 9/28/2015	
1636CR002552	House of Blues	15 Lansdowne St	Boston, MA 02215	19-Dec-16 11/4/2016	R7974435
1652CR001888	Bijou Nite	51 Stuart Street	Boston, MA. 02116	02-Dec-16 11/24/2016	R7477377
1538CR002695	TD Garden	100 Legends Way	Boston, Ma 02114	25-Oct-16 10/21/2015	R5212906

1604CR000425	Clerys	113 Dartmouth St. 200 NEWBURY ST.	Boston, MA 02116	07-Oct-16 8/18/2016	R756797
1668CR001079	Dragon 88	60 Forbes Road STREET	Boylston, MA. 01505	14-Oct-16 9/17/2016	R7225280
1558CR001810	TGI Friday's	2449 Main Street	Braintree, MA 02184	01-Dec-16 11/9/2015	R5675412
1626CR001342	Chillingsworth	39 Broad Street	Brewster, MA 02631	16-Dec-16 10/29/2016	R7093981
1615CR001649	Broad Street Pub	425 Bedford St	Bridgewater, Ma 02324	20-Oct-16 3/27/2016	R7154886
1615CR004818	BARRETT'S ALEHOUSE	425 Bedford Street	Bridgewater, MA 02324	02-Nov-16 9/2/2016	R7157845
1615CR005077	Barretts Ale House	33 Main Street	Bridgewater, Ma 02324	07-Nov-16 9/17/2016	R7602169
1615CR005217	Mee King Garden	304 Washington St	Bridgewater, Ma 02324	21-Nov-16 9/24/2016	R7157180
1612CR000639	The Green Briar	65 Westgate Drive	Brighton, MA 02135	12-Oct-16 10/9/2016	R7302704
1615CR005650	Harry's Westgate Pub & Grill	11 Crescent Street	Brockton, Ma 02301	21-Nov-16 10/14/2016	R7205417
1615CR004098	Joe Angelo's Cafe	17 3rd Ave	Brockton, Ma 02301	01-Dec-16 5/14/2016	R7346576
1651CR001554	Tony C's	100 District Ave	Burlington, MA 01803	14-Dec-16 10/18/2016	R7942584
1638CR002291	Tavern on The Green	52 Second St	Burlington, MA 01803	31-Oct-16 10/29/2016	R7858122
1653CR002653	Kings	1000 MASSACHUSETTS AVE	Burlington, MA 01803	01-Dec-16 11/24/2016	R7956343
1657CR002369	Way Point	20 Prospect St	Cambridge, MA 02138	20-Dec-16 12/15/2016	R7941486
1618CR002522	The Field Pub	145 NEWELL DR	Cambridge, MA 02139	28-Oct-16 2/13/2016	R6821100
1652CR001845	Summer Shack	4 Cambridge Center	Cambridge, MA 02140	14-Dec-16 9/20/2016	R7465775
1652CR001753	Mead Hall Bar	10 Eliot St.	Cambridge, MA 02142	09-Nov-16 10/25/2016	
1652CR001755	Charlie's Kitchen	101 WASHINGTON ST	Cambridge, MA 02138	28-Nov-16 10/26/2016	R7134283
1655CR001348	Chateau Squire restaurant	487 Main Street	Canton, MA 02021	22-Dec-16 11/10/2016	R5441154
1626CR001259	Red Nun Bar and Grill	746 Main Street	Chatham, MA 02633	02-Nov-16 10/12/2016	R1153679
1626CR001256	The Squire	487 Main Street	Chatham, MA 02633	10-Nov-16 10/7/2016	R7995428
1625CR001936	Brickhouse	67 Middlesex Street	Chatham, MA 02633	21-Nov-16 7/26/2016	R7747843
1611CR005659	Dr. Deegan's	510 Burnett Road	Chelmsford, MA 01824	06-Dec-16 9/19/2016	R7297582
1620CR001145	TD's Sports Pub	699 Grattan Street	Chicopee, MA	21-Oct-16 8/31/2016	R7470641
1520CR000503	My Brother's Place	185 Grove Street	Chicopee, MA 01020	03-Nov-16 1/29/2016	R4998656
1668CR001112	BREAK-AWAY BILLIARDS	27 High Street	Chicopee, MA 01020	09-Dec-16 4/14/2015	R4999163
1668CR001085	Clintons Bar and Grill	119 High Street	CLINTON, MA 01510	07-Oct-16 9/24/2016	R4978284
1668CR001346	Simple Man Saloon	156 King St	Clinton, MA 01510	17-Oct-16 9/17/2016	R4978281
1658CR001635	Blu Mussel Tavern		Clinton, MA 01510	20-Dec-16 11/19/2016	R4978235
			Cohasset, MA. 02025	20-Dec-16 9/21/2016	R7634076

1636CR002315	Osborne Tavern	49 Maple Street	Danvers, MA 01923	24-Oct-16 10/7/2016	R7403543
1636CR002655	Supinos	250 Newbury Street	Danvers, MA 01923	07-Dec-16 11/10/2016	R7553928
1657CR001696	PF Chang's	410 Legacy Pl	Dedham, MA 02026	27-Oct-16 9/7/2016	R6750195
1686CR001763	King's	600 Legacy Place	Dedham, MA 02026	01-Dec-16 11/24/2016	R7956345
1654CR001247	Tahiti	22 May Way 443 Lower County Road	Dedham, MA 02026	08-Dec-16 8/15/2016	R7705624
1626CR000456	Rum Runners Bar & Grill		Dennis Port, MA 02639	17-Nov-16 5/3/2016	R1159596
1666CR001575	The Sokol Club	405 N. E. Main Street	Douglas, MA 01516	20-Oct-16 10/13/2016	R6285489
1626CR000638	Barley Neck Inn	5 Beach Road 2033 Cambridgeport	E Orleans, MA 02643	27-Oct-16 6/18/2016	R6721734
1560CR001811	ELKS LODGE		E.WAREHAM, MA 02538	08-Nov-16 9/29/2015	R6214956
1660CR002364	HONG KONG ISLAND	291 East Main Street 1034 Teddusset	E.WAREHAM, MA 02538	29-Dec-16 11/12/2016	R43826271
1669CR001740	Dunny's Tavern		East DUNSTON, MA	03-Oct-16 10/2/2016	R7254389
1689CR001760	JR Brody's		East Falmouth, MA	07-Oct-16 9/24/2016	R6813857
1643CR000879	The Pizza Shoppe	134 Shaker Rd	East Longmeadow, MA	10-Nov-16 4/28/2016	R1139624
1644CR001555	Pizza Shoppe	134 Shaker Rd.	East Longmeadow, MA	13-Dec-16 11/19/2016	R7564972
1632CR005862	Lucky's American Bar & Grill	1175 Warren Ave.	East Lovell, MA	28-Nov-16 11/10/2016	R6349092
1625CR002570	Sandwich Hollows Golf Club	One Round Hill Road	East Sandwich, MA	12-Oct-16 9/25/2016	R7558430
1645CR001730	Pulaski Club	79 Maple Avenue 1000 Main Street and 1000 Main	Easthampton, MA 01027	25-Nov-16 11/24/2016	R8103164
1635CR000612	The Wharf Pub		Edgartown, MA 02539	03-Oct-16 9/10/2016	R0995852
1635CR000554	The Port Hunter	55 Main Street 1000 Main Street	Edgartown, MA 02539	03-Oct-16 8/20/2016	R7214015
1635CR000685	The Wharf Pub		Edgartown, MA 02539	07-Oct-16 10/2/2016	R7214142
1635CR000679	The Wharf Pub		Edgartown, MA 02539	22-Nov-16 9/30/2016	R7214027
1635CR000702	The Wharf		Edgartown, MA 02557	07-Nov-16 10/20/2016	R7214124
1650CR001845	La Finca Bar & Restaurant	37 Norwood Street 1014 Newell Beach Pl.	Everett, MA 02149	05-Oct-16 8/13/2016	R7500363
1650CR002344	Parkway Pub		Everett, MA 02149	19-Oct-16 10/15/2016	R7940220
1650CR001897	Oliveira's Enterprises Inc.	749-751 Broadway	Everett, MA 02149	06-Dec-16 8/21/2016	R5314088
1650CR000172	La Barra	361 Ferry Street	Everett, MA 02149	08-Nov-16 1/25/2016	R3745829
1632CR004107	Mickey Doyle's	390 Rhode Island Ave	Fall River, MA	03-Oct-16 7/30/2016	R7475557
1632CR000812	Barrett's Ale House	4171 N. Main St.	Fall River, MA 02720	22-Nov-16 1/30/2016	R6139418
1532CR005935	Jerry Remy's	1082 Davol Street	Fall River, MA 02720	15-Nov-16 11/4/2015	R6491087
1689CR001987	Quaterdeck Restaurant	164 Main Street	Famouth, MA 02540	28-Nov-16 10/27/2016	R6813975
1663CR001007	Singapore Restaurant	170 Whalom Street	Fitchburg, MA 01420	14-Nov-16 11/11/2016	R7841882

1661CR001618	Singapore Restaurant	170 Whalon St	Fitchburg, MA 01420	22-Dec-16 11/11/2016	R7582249
1668CR001148	Singapore Restaurant	170 Whalon Street	Fitchburg, MA 01420	07-Oct-16 10/6/2016	R7469688
1616CR001484	Singapore	Whalon Street	Fitchburg, MA 01420	14-Dec-16 9/11/2016	R7380872
1641CR001703	JJ's Tavern	99 Main Street	Florence MA 01060	29-Nov-16 11/23/2016	R7206833
1625CR000680	Sandwich Taverna	290 MA-130	Forestdale, MA 02644	08-Nov-16 3/18/2016	R6408481
1657CR001918	Bar Louie	Patriot Place	Foxboro, MA 02035	24-Oct-16 10/13/2016	R3162378
1657CR001585	Waxy O'Connor's	121 Main St	Foxboro, MA 02035	25-Oct-16 8/24/2016	
1657CR001638	Gillette Stadium	Patriot Place	Foxboro, MA 02035	14-Dec-16 8/26/2016	R7752780
1657CR001395	Splitsville	220 Patriot Place	Foxboro, MA 02035	16-Dec-16 7/30/2016	R6942239
1557CR001823	Bar Louie	Patriot Place	Foxboro, MA 02035	05-Oct-16 9/27/2015	R5803863
1611CR005743	Gillette Stadium	1 Patriot Place	Foxborough MA, 02035	27-Dec-16 9/23/2016	R7249454
1549CR002562	TROPICAL CAFE	85 HOLLIS STREET	Frammingham, MA 01701	24-Oct-16 10/15/2016	R7871057
1654CR001592	T G I Friday's	Shoppers World Office	Frammingham, MA 01701	24-Oct-16 10/15/2016	R7871057
1665CR001408	Wongs	62 Upton Street	Grafton, MA 01519	21-Dec-16 11/12/2016	R7261611
1629CR000808	The Well	312 Main St	Grafton, MA 01519	28-Nov-16 11/12/2016	R7706383
1629CR000832	The Brickhouse Pub	423 Main St	Grafton, MA 01519	01-Dec-16 11/29/2016	R5595327
1641CR001615	Taylor's Tavern	238 Main Street	Greenfield MA 01301	09-Nov-16 11/4/2016	R7578540
1622CR001871	Wally's Pub	144 Ashworth Ave	Hampton, NH 03842	29-Nov-16 11/16/2016	R7633802
1622CR000761	Casino Ballroom	169 Ocean Blvd	Hampton, NH 03842	12-Dec-16 6/5/2016	R7763881
1638CR000684	The Grill Next Door	653 Broadway	Haverhill, MA 01830	19-Oct-16 4/21/2016	R5989607
1638CR000342	Amvets	576 Primrose Street	Haverhill, MA 01830	26-Oct-16 1/31/2016	R5193378
1638CR002096	The Tap	100 Washington Street	Haverhill, MA 01830	10-Nov-16 10/6/2016	R7298543
1658CR001688	Burtens Grill	94 Derby Street #279	Hingham, MA 02043	20-Oct-16 9/29/2016	R7289741
1669CR001273	Vall's Restaurant	75 Reservoir Street	Holden, MA 01520	05-Oct-16 7/28/2016	R7144111
1649CR002695	Pine Crest Golf Course	212 Prentice Street	Holliston, MA 01746	07-Nov-16 10/29/2016	R7594327
1644CR001125	Fernandez Restaurant	161 High St	Holyoke MA	03-Nov-16 8/23/2016	R7614305
1666CR001770	The 110 Grill Restaurant & Bar	1 Lumber St	Hopkinton, MA 01748	28-Nov-16 11/18/2016	R7310947
1649CR002290	Ko Sushi & Grill	25 Hayward Street	Hopkinton, MA 01748	31-Oct-16 9/7/2016	R7729260
1658CR001572	Barefoot Bob's	276 Nantasket Ave.	Hull, MA 02045	27-Oct-16 9/11/2016	R7634350
1625CR002574	Fogo Brazil	39 Iyannough Rd	Hyannis, MA 02601	06-Oct-16 9/27/2016	R7309118
1625CR002191	Duck Inn Pub	447 Main St	Hyannis, MA 02601	24-Oct-16 8/18/2016	R7431002

1625CR002566	Embargo	453 Main St	Hyannis, MA 02601	25-Oct-16 9/24/2016	R7431004
1525CR002613	Ying's Sushi Bar & Lounge	59 Center St.	Hyannis, MA 02601	25-Oct-16 9/14/2015	R6147202
1625CR002004	Seaside Pub On Main	615 Main St.	Hyannis, MA 02601	26-Oct-16 7/30/2016	R5014673
1625CR000843	Quarterdeck Lounge	247 Iyannough Rd	Hyannis, MA 02601	26-Oct-16 4/6/2016	R7308583
1625CR002662	Quarterdeck Lounge	247 Iyannough Rd	Hyannis, MA 02601	09-Nov-16 10/6/2016	R7554150
1625CR003181	Sam Diego's	950 Iyannough Rd	Hyannis, MA 02601	20-Dec-16 11/24/2016	R7554485
1626CR000308	Tiki Port Restaurant	714 Iyannough Road	Hyannis, MA. 02601	08-Dec-16 3/29/2016	R6768259
1640CR000382	Majestic Dragon	Rte 1	Ipswich, MA 01938	13-Oct-16 10/5/2016	R6753565
1636CR002957	Majestic Dragon	81 Turnpike Rd	Ipswich, MA 01938	09-Dec-16 12/4/2016	R7891087
1627CR001818	Olde Forge Restaurant	125 N. Main Street	Lanesboro, MA 01237	27-Oct-16 10/22/2016	R5209999
1627CR001525	Old Forge Restaurant	Rte. 7	Lanesboro, MA 01237	17-Nov-16 9/2/2016	R5209523
1618CR004802	Attika Club	1 Mill St	Lawrence, MA 01840	04-Oct-16 9/11/2016	R6932874
1618CR002594	K-OSS Lounge	596 Essex St	Lawrence, MA 01840	21-Nov-16 5/23/2016	R7687912
1638CR002271	Salvatores	596 Essex St	Lawrence, MA 01841	27-Oct-16 9/23/2016	R7503149
1622CR001746	J Brians Pub & Grille	615 S Union Street	Lawrence, MA 01843	21-Oct-16 10/21/2016	R5818081
1669CR001738	Leicester Rod & Gun Club	1015 Whittemore St.	Leicester, MA 01524	04-Nov-16 10/1/2016	R7144349
1229CR000950	Haven Cafe and Bakery	8 Franklin St	Lenox Ma 01240	06-Oct-16 11/28/2012	R2782947
1627CR001261	Heritage	12 Housatonic St.	Lenox, MA 01240	19-Oct-16 6/25/2016	R7113001
1611CR005423	Dudley's Restaurant	19 Merrimack Street	Lowell, MA 01852	19-Oct-16 9/8/2016	R7456355
1611CR005713	Hynes Tavern	467 Gorham St	Lowell, MA 01852	24-Oct-16 9/20/2016	R7865494
1611CR005768	Blue Shamrock	105 Market ST	Lowell, MA 01852	18-Nov-16 9/24/2016	R7545893
1511CR005318	Tremonte	44 Palmer Street	Lowell, MA 01852	01-Dec-16 9/9/2015	
1611CR001720	Thirsty First	280 Central St	Lowell, MA 01852	21-Dec-16 10/31/2015	R5657384
1643CR002448	Europa	782 Center Street	Ludlow, MA 01056	02-Dec-16 12/1/2016	R7395589
1516CR001985	Mickey Shea's	342 Electric Avenue	Lunenburg, MA 01462	04-Nov-16 10/31/2015	R6572910
1613CR002847	Bruno's Bar & Burger	858 Western Ave	Lynn MA	07-Oct-16 6/19/2016	R7468200
1610CR001835	Tamazcal		Lynnfield Ma	04-Nov-16 9/27/2016	R6402859
1622CR000460	Legal Seafood	220 Market Street	Lynnfield Ma 01940	13-Oct-16 4/14/2016	R5838549
1653CR002364	Yard House	427 Walnut Street	Lynnfield, MA 01940	31-Oct-16 10/20/2016	R7341082
1614CR003180	Yard House	Market Street	Lynnfield, MA 01940	05-Dec-16 11/10/2016	R7948237
1634CR001753	Xfinity Center	885 So Main Street	Mansfield, MA 02048	28-Dec-16 7/9/2016	

1689CR000125	Dino's Pizza-Sports Bar	401 Industrial Circle Nantucket, MA 02554	Mashpee, MA, 02649	18-Oct-16 1/23/2016	R5009274
1610CR001953	Carroll's		Medford Ma	17-Oct-16 10/13/2016	R7940065
1657CR001916	Mickey Cassidy's	116 Main St	Medway, MA 02053	22-Dec-16 8/4/2016	R6951831
1618CR005121	Elixir Hookah Lounge	224 East St	Methuen, MA 01844	12-Oct-16 9/24/2016	R7558868
1618CR003138	Glen Forest Tavern	3 Haverhill St Haverhill, MA 01830	Methuen, MA 01844	03-Nov-16 5/22/2016	R7681462
1611CR002671	TGI Fridays	Route 140 Methuen, MA 01844	Methuen, MA, 01844	12-Oct-16 5/8/2016	R6814326
1666CR000999	The Tradesman		Milford, MA 01757	08-Dec-16 6/26/2016	M9460735
1666CR000954	Seaway Winery, LLC, 100A US Highway 1A, Nantucket, MA 02554	68 Water Street Nantucket, MA 02554	Milford, MA 01757	16-Nov-16 6/11/2016	R4286835
1666CR000125	Puff Lorie Winery, LLC, 100A US Highway 1A, Nantucket, MA 02554		Milford, MA 01757	16-Nov-16 1/23/2016	M9460731
1657CR002214	Victory Lane Bar	32 Exchange Street Nantucket, MA 02554	Millis Ma	05-Dec-16 11/24/2016	R2028696
1657CR002213	Victory Lane	32 Exchange St	Millis, MA 02054	30-Nov-16 11/24/2016	R6342292
1589CR000282	The Beach House Restaurant	17 Nathan Ellis Hwy	N. Falmouth, Ma 02556	01-Nov-16 3/7/2015	R5794044
1605CR001224	private home	n/a	n/a	19-Oct-16 10/8/2016	R7645886
1688CR000382	The Nautilus	12 Cambridge Street Nantucket, MA 02554	Nantucket, MA 02554	12-Dec-16 8/9/2016	
1688CR000425	Fairgrounds	27 Fairgrounds Rd	Nantucket, MA 02554	03-Oct-16 8/27/2016	R5205018
1688CR000377	The Muse	44 Suftside Rd	Nantucket, MA 02554	11-Oct-16 8/7/2016	
1688CR000483	Ventuno	21 Federal Street	Nantucket, Ma 02554	24-Oct-16 10/1/2016	R5205234
1688CR000426	Chicken Box	16 Daves Street	Nantucket, MA 02554	31-Oct-16 8/30/2016	R5202951
1688CR000383	Chicken Box	16 Daves Street	Nantucket, MA 02554	28-Nov-16 8/9/2016	
1688CR000503	The Muse	44 Surfside Rd	Nantucket, MA 02554	28-Nov-16 10/16/2016	R5205247
1688CR000498	Cru	1 Straight Wharf	Nantucket, MA 02554	29-Nov-16 10/11/2016	R5205245
1654CR001724	Blue on Highland	822 Highland Avenue	Needham, MA 02494	15-Nov-16 11/8/2016	R7421916
1622CR001892	The Grog	13 Middle Street Newburyport, MA 01950	Newburyport MA 01950	21-Nov-16 11/20/2016	R5839073
1522CR001866	Plum Island Grille	2 Fruit Island Newburyport, MA 01951	Newburyport MA 01951	22-Nov-16 10/25/2015	R5838809
1622CR001394	Port Tavern	State Street Newburyport, MA	Newburyport, MA	13-Oct-16 9/15/2016	R7621914
1622CR001730	KITTENS	Bridge Road	Newburyport, MA	03-Nov-16 10/15/2016	R7379006
1622CR000773	BLACK COW	54 Merrimac St	Newburyport, MA	15-Nov-16 6/7/2016	R7058900
1622CR001082	BLACK COW TAP & GRILL	54 Merrimac St	Newburyport, MA	02-Dec-16 7/30/2016	R7053397
1622CR000660	Elk's Lodge	25 Low Street	Newburyport, MA	12-Dec-16 5/23/2016	R7058554
1622CR001855	The Grog	13 Middle Street	Newburyport, MA	14-Dec-16 11/12/2016	R7379411
1622CR001920	THE GROG	13 Middle St	Newburyport, MA	22-Dec-16 11/24/2016	R7491840

1622CR002113	Thirsty Whale	24 Market Square	NEWBURYPORT, MA 01950	29-Dec-16 12/28/2016	R5818385
1642CR000348	NONE	NONE	NONE	03-Oct-16 7/1/2016	R3340877
1642CR000275	NONE	NONE	NONE	05-Oct-16 5/14/2016	
1642CR000203	NONE	NONE	NONE	03-Nov-16 4/19/2016	R7018018
1642CR000112	NONE	NONE	NONE	18-Nov-16 10/24/2015	R5494086
1642CR000399	NONE	NONE	NONE	27-Dec-16 7/29/2016	R7702688
1657CR002292	Eagle Brook Saloon	258 Dedham St	Norfolk, MA 02056	20-Dec-16 12/4/2016	R7290430
1645CR001733	WILLOWBUSH STREET PUB & GRILL	27 Pleasant Street	Northampton, MA 01060	25-Nov-16 11/24/2016	R8103327
1638CR002128	Loft	1140 Osgood Street 140 CHESTNUT	NEW HAVEN, CT 06510	11-Oct-16 10/7/2016	R4769014
1534CR001571	RED STONE	STEELE WASHINGTON	ROCKFORD, ILL 61107	04-Oct-16 6/22/2015	R5568940
1634CR002749	Dragon Garden	31 E Brookfield Road	ROCKFORD, ILL 61107	23-Nov-16 10/21/2016	R7526647
1669CR001618	Time Out		ROCKFORD, ILL 61107	18-Oct-16 9/17/2016	R6734628
1641CR001391	Platform at Union Station	125 Pleasant	Northampton MA 01060	10-Nov-16 10/2/2016	R7206694
1645CR001277	Bishop Lounge	41 Strong Avenue	Northampton, MA	03-Oct-16 9/6/2016	R7529074
1620CR000944	The Depot	Pleasant Street	Northampton, MA	07-Oct-16 7/15/2016	R73339833
1645CR001195	Northampton Brewery	11 Brewster Court	ROCKFORD, ILL 61107	04-Oct-16 8/24/2016	R7597537
1645CR001800	Tunnel Bar	Strong Avenue	ROCKFORD, ILL 61107	05-Dec-16 12/4/2016	R7966442
1617CR002606	Northampton Brewery	11 Brewster Ct. 140 W. FLEASANT	ROCKFORD, ILL 61107	07-Nov-16 9/16/2016	R7469191
1641CR001614	The Tunnel Bar	Strong Avenue	ROCKFORD, ILL 61107	18-Nov-16 11/6/2016	R7567476
1645CR001430	East Side Grill	Gleason Plaza	ROCKFORD, ILL 61107	08-Nov-16 10/2/2016	R7529740
1645CR001166	The Platform	Gleason Plaza	ROCKFORD, ILL 61107	07-Oct-16 8/20/2016	R7600290
1645CR001226	The Platform	Gleason Plaza	ROCKFORD, ILL 61107	13-Oct-16 8/28/2016	R7208600
1645CR001731	Packard's	14 Masonic Street	ROCKFORD, ILL 61107	25-Nov-16 11/25/2016	R8103329
1645CR001543	WWII Club	Conz Street	ROCKFORD, ILL 61107	08-Dec-16 10/23/2016	R7529236
1667CR001210	VILLAGE F. FINEST POST 234	402 WEST WIND	ROCKFORD, ILL 61107	09-Dec-16 8/20/2016	R7390070
1654CR001711	Old Colonial Cafe	171 Nahatan Street	Norwood, MA 02062	14-Nov-16 11/6/2016	R2554767
1635CR000686	Sharky's Cantina	31 Circuit Ave	Oak Bluffs, MA 02557	11-Oct-16 10/1/2016	R4218049
1635CR000678	Upside, LLC	4 Circuit Ave	Oak Bluffs, MA 02557	31-Oct-16 9/29/2016	R5186769
1635CR000525	Ocean View Inc	16 Chapman Ave	Oak Bluffs, MA 02557	08-Nov-16 8/10/2016	R5186955
1635CR000274	The Loft	1-9 Oak Bluffs Ave	Oak Bluffs, MA 02557	18-Nov-16 6/3/2016	R5186858
1635CR000666	MV Chowder Company	9 Oak Bluffs Ave	Oak Bluffs, MA 02557	18-Nov-16 9/28/2016	R6823153

1635CR000586	Topside Inc/ The Ritz	4 Circuit Ave	Oak Bluffs, MA 02557	22-Nov-16 9/1/2016	R4206954
1635CR000552	The Ritz	4 Circuit Ave	Oak Bluffs, MA 02557	08-Dec-16 8/21/2016	R6823228
1635CR000728	The Ritz	4 Circuit Ave	Oak Bluffs, MA 02557	08-Dec-16 10/29/2016	R5360632
1635CR000726	The Loft	1-9 Oak Bluffs Ave	Oak Bluffs, MA 02557	09-Dec-16 10/30/2016	R6823229
1635CR000745	The Ritz	4 Circuit Ave	Oak Bluffs, MA 02557	22-Dec-16 11/8/2016	R5360905
1626CR001148	Yardarm Restaurant	48 S Orleans Road	Orleans, MA 02653	04-Oct-16 9/23/2016	R7412004
1625CR002491	The Fox Hole	753 Main Street	Osterville, MA 02655	21-Oct-16 9/18/2016	R7263615
1564CR003203	American Legion	227 Main Street	Oxford, MA 01540	22-Nov-16 9/26/2015	R5383345
1664CR001583	Happy Garden Restaurant	211 Main St	Oxford, MA 01540	01-Dec-16 1/31/2016	R6312145
1617CR001006	Turtle Pond	349 Wilbraham St.	Palmer, MA 01069	20-Dec-16 4/13/2016	R6808253
1636CR002271	Portuguese Social Club	103 Tremont Street	Peabody, Ma 01960	03-Nov-16 10/3/2016	R7946079
1618CR005347	Cabaret Lounge	96 Newbury St	Peabody, MA 01960	12-Oct-16 10/7/2016	R7745957
1658CR001672	British Beer Co	10 Courtland Road, 24 Main Street	Pembroke, MA 02359	31-Oct-16 9/26/2016	R7401073
1659CR002638	THE LUCKY DOG	PEMBROKE, MA 02359	PEMBROKE, MA 02359	15-Nov-16 11/4/2016	R7394801
1627CR001746	Casey's Billiards	Dalton Ave	Pittsfield MA 01201	22-Nov-16 10/10/2016	R7393401
1627CR000738	Sportsman's Cafe Inc.	415 Pecks Rd	Pittsfield, MA 01201	20-Oct-16 4/27/2016	R7112382
1627CR001435	Methuselah Bar and Lounge	391 North Street	Pittsfield, MA 01201	21-Nov-16 8/18/2016	R6412594
1627CR002017	GEAA	303 Crane Ave.	Pittsfield, MA 01201	09-Dec-16 11/18/2016	R7392444
1657CR002057	Plainridge Park Casino	301 Washington St	Plainville, MA 02762	09-Nov-16 10/29/2016	R7289803
1657CR002344	Game 7	60 Man Mar Dr	Plainville, MA 02762	12-Dec-16 12/10/2016	R7285771
1659CR000514	Sam Diego's	Court Street	Plymouth, MA 02360	24-Oct-16 3/8/2016	R5350513
1689CR000793	T- BONES ROAD HOUSE	22 Main Street	Plymouth, MA, 02360.	26-Oct-16 5/12/2016	
1664CR003300	Private	Private	Private	05-Oct-16 10/1/2016	R7055663
1664CR003478	private	private	private	17-Oct-16 10/15/2016	R7055802
1664CR001122	Private	Private	Private	10-Nov-16 4/7/2016	R7049523
1664CR000982	Private	Private	Private	23-Nov-16 3/26/2016	R4124890
1664CR003938	Private	Private	Private	01-Dec-16 11/22/2016	R7291424
1664CR000042	Private	Private	Private	02-Dec-16 10/19/2015	R4124919
1664CR003581	Private	Private	Private	12-Dec-16 10/26/2016	R7055924
1664CR003158	Private	Private	Private	15-Dec-16 9/17/2016	R7152697
1610CR0000402	Cheesecake Facotry	Providence RI	Providence RI	05-Oct-16 3/4/2016	R7025092

1626CR000584	Governor Bradford Restaurant	215 Commercial	Provincetown, MA	28-Oct-16	6/9/2016	R7274001
1626CR001330	The Underground Bar	255 Commercial	Provincetown, MA	18-Nov-16	10/27/2016	R7274216
1656CR006298	Iron Furnace	1495 Hancock Street	Quincy, MA 02169	12-Dec-16	12/10/2016	R7565585
1656CR005253	Lodge Bar & Grill	1064 N. Main Street	Randolph, MA 02368	02-Nov-16	10/9/2016	R6404226
1415CR004233	C & J Cuisine	183 S. Main St	Randolph, MA 02368	09-Dec-16	7/9/2014	R4437931
1653CR002135	Biltmore and Main	530 Main St	Reading MA 01867	04-Oct-16	9/17/2016	R7676237
1664CR003885	Gators	Unknown	Rhode Island	25-Nov-16	11/19/2016	R6724964
1658CR001956	Someplace Cafe	363 Union Street	Rockland, MA 02370	29-Nov-16	11/20/2016	R5907367
1640CR000407	VFW	19 Bradford Street	Rowley, MA 01969	30-Nov-16	10/23/2016	R7367634
1626CR000654	Oliver's and Plancks Tavern	6 Bray Farm Road	S> Yarmouth, MA 02664	26-Oct-16	6/22/2016	R7598531
1622CR001669	Notch Brewery	283R Derby Street	Salem, MA 01970	06-Oct-16	10/6/2016	R7621982
1686CR001504	Tavern in the Square	107 Washington	Salem, MA 01970	02-Nov-16	10/21/2016	R7162975
1636CR002017	Murphy's Pub	300 Derby Street	Salem, MA 01970	07-Oct-16	9/2/2016	R7896863
1636CR002378	Bistro 118	110 Washington	Salem, MA 01970	27-Oct-16	10/14/2016	R7896674
1636CR002163	118 Bistro	118 Washington St	Salem, MA 01970	09-Dec-16	9/17/2016	R7491334
1636CR003123	OPUS	87 Washington Street	Salem, MA 01970	22-Dec-16	12/12/2016	R8027669
1653CR002518	Tomo	200 South Main	Salem, new Hampshire	01-Dec-16	11/12/2016	R8024626
1622CR000481	Ten's Show Club	11 North End Blvd	Salisbury MA 01952	03-Oct-16	4/20/2016	R6572171
1639CR000516	KITTEN'S GENTLEMEN'S CLUB	99 BRIDGE RD.	SALSBURY MA 01952	18-Oct-16	9/9/2016	R5330665
1622CR002003	Seaglass Restaurant and Lounge	4 Ocean Front N	Salisbury MA 01952	14-Dec-16	12/7/2016	R7633861
1622CR001810	Carousel Lounge	47 Ocean Front	Salisbury, MA 01952	08-Nov-16	10/31/2016	R7621950
1622CR001856	Office Suite & Occasional	8 Ocean Street Front	Salisbury, MA 01952	15-Dec-16	11/13/2016	R7621793
1622CR001081	Surfside 5	25 Broadway	Salisbury, MA 01952	20-Dec-16	7/31/2016	R7621708
1622CR001845	Carousel Lounge	27 Ocean Front	Salisbury, MA 01952	09-Nov-16	11/6/2016	R7491804
1622CR001385	SYLVAN STREET GRILLE	195 ELM ST	SALSBURY, MA 01952	07-Dec-16	9/14/2016	R7391808
1558CR002010	Gallery Restaurant	95 Front Street	Scituate, MA 02066	20-Oct-16	11/29/2015	R3962017
1611CR005377	Joshua Tree Bar & Grill	256 Elm St	Somerville, MA 02144	12-Oct-16	9/3/2016	R7556334
1610CR001937	Red Bones		Somerville, Ma.	28-Oct-16	10/7/2016	R7642279
1620CR000906	Sok's Bar	30 Bridge Street	Southbridge, MA 01550	09-Dec-16	7/10/2016	R7190589
1664CR002898	Marqui's	61 Chestnut Street	Southbridge, MA 01550	12-Oct-16	8/28/2016	R7348954
1564CR003702	Pilsudski Polish American Club	18 Ballard Ct.	Southbridge, MA. 01550	19-Dec-16	11/7/2015	R4428197

1644CR001298	Sky Box	25 Pt Grove Rd	Southwick MA 01077	16-Dec-16 9/30/2016	R7636689
1669CR001993	Chef Sao	148 Main St., #1	Spencer, MA 01562	23-Dec-16 11/15/2016	R7144421
1623CR003520	MARDI GRAS	WORTHINGTON ST	SPFLD, MA	13-Oct-16 5/16/2016	R7755372
1623CR007399	THE ZONE	10 WORTHINGTON ST	SPRINGFIELD	16-Nov-16 9/25/2016	R7563603
1644CR001169	Samuel's Bar	Columbus ave	Springfield MA 01103	30-Nov-16 9/3/2016	R6780919
1623CR007398	CENTER STAGE	265 DWIGHT ST	SPRINGFIELD, MA	02-Dec-16 9/24/2016	R7477693
1643CR002154	Paddy's Irish Pub	1000 WILMINGTON ST	Springfield, MA 01109	29-Nov-16 10/27/2016	R7636982
1643CR001605	Marriott Springfield Bar	2 Boland Way	Springfield, MA 01115	18-Oct-16 8/7/2016	R7338475
1670CR000518	Black Sheep Tavern	261 Leominster Road	Sterling, MA 01564	08-Nov-16 10/27/2016	R7287867
1629CR000701	Michaels	Elm Street	Stockbridge, MA 01262	10-Nov-16 10/2/2016	R6631785
1653CR002137		47 Pine St	Stoneham MA 02180	07-Oct-16 9/18/2016	R6411552
1641CR000889	O's	330 Amherst Road	Sundeland MA 01375	24-Oct-16 7/2/2016	R6917537
1634CR002866	Home Plate	1094 Bay Street	Taunton, Ma 02780	16-Dec-16 11/4/2016	R7897873
1653CR001769	Knights of Columbus	2068 Main St	Tewksbury, MA 01876	11-Oct-16 7/30/2016	R7501286
1618CR005247	Wamesit Lanes	434 Main St	Tewksbury, MA 01876	05-Oct-16 9/29/2016	R7745557
1611CR000084	Nights of Columbus	2068 Main Street	Tewksbury, MA 01876	29-Nov-16 1/5/2016	R6610136
1611CR002435	Oscar's Pinatas	346 Main Street	Tewksbury, Ma 01876	01-Dec-16 5/2/2016	R7185795
1618CR006752	Wamesit Lanes	434 Main St	Tewksbury, MA 01876	30-Dec-16 12/8/2016	R7953202
1611CR003936	Wamesit Lanes	434 Main St	Tewksbury, MA, 01876	01-Nov-16 7/2/2016	R7185147
1648CR001587	Wamesit Lanes	434 Main Street	Tewksbury, Ma. 01876	28-Dec-16 12/16/2016	R7959067
1548CR001152	VFW POST #6538	491A MAIN STREET	TOWNSEND, MA, 01469	17-Nov-16 7/26/2015	R6261931
1642CR000526	INDIVIDUAL MEMBER GOLF	25 COUNTRY CLUB	TOWNSEND FIELDS, MA	04-Nov-16 9/21/2016	R7702979
1611CR004755	COLLECTOR'S COLLECTION	515 FIVECREEK STREET	LYNN, MA 01901	25-Oct-16 8/13/2016	R7518000
1664CR003181	Private	Unknown	Unknown	03-Oct-16 9/20/2016	R7049794
1664CR002821	Private	unknown	unknown	04-Oct-16 8/21/2016	R7763348
1664CR000742	Unknown	Unknown	Unknown	06-Oct-16 3/6/2016	R6242103
1664CR003331	Private	Unknown	Unknown	12-Oct-16 10/5/2016	R6724800
1664CR002294	Private	Unknown	Unknown	12-Oct-16 7/9/2016	R6882089
1664CR002569	Unknown	Unknown	Unknown	13-Oct-16 7/31/2016	
1664CR003474	Private	Unknown	Unknown	18-Oct-16 10/16/2016	R6380730
1664CR002564	Private	Unknown	Unknown	18-Oct-16 7/31/2016	R7291323

1564CR004184	Not Listed	Unknown	Unknown	26-Oct-16 12/15/2015	R6061140
1664CR001426	Unknown	Unknown	Unknown	27-Oct-16 3/10/2016	R7049555
1664CR003178	Unknown	Unknown	Unknown	28-Oct-16 9/19/2016	
1664CR003732	Unknown	Unknown	Unknown	14-Nov-16 11/5/2016	R5771275
1664CR002960	Unknown	Unknown	Unknown	17-Nov-16 9/1/2016	R7448589
1664CR003479	Unknown	Unknown	Unknown	25-Nov-16 10/15/2016	R6724810
1664CR000614	Unknown	Unknown	Unknown	25-Nov-16 2/24/2016	R6242473
1664CR002252	Unknown	Unknown	Unknown	30-Nov-16 7/5/2016	R7152661
1664CR003535	Unknown	Unknown	Unknown	09-Dec-16 10/22/2016	R7296001
1664CR003529	Private	Unknown	Unknown	20-Dec-16 8/3/2016	R7251963
1608CR001193	unknown	unknown	unknown	23-Dec-16 12/9/2016	R7725453
1664CR002976	Unknown	Unknown	Unknown	27-Dec-16 9/5/2016	R7055619
1664CR003806	Unknown	Unknown	Unknown	29-Dec-16 11/12/2016	R7744919
1615CR003328	Charlie Horse	674 W. Center St	Waltham, MA 02453	21-Dec-16 6/24/2016	R7602082
1651CR001231	Guanachapi's	273 Moody St	Waltham, MA 02451	14-Nov-16 8/20/2016	R7603027
1649CR002664	Jake & Joe's	619 Main Street	Waltham, MA 02452	15-Nov-16 10/20/2016	R7883570
1669CR001969	The Pub	880 Lexington St.	Watertown, MA 02472	06-Dec-16 11/10/2016	R6984793
1651CR001854	Grassfield's Restaurant	87 Bigelow Ave	Watertown, MA 02472	12-Dec-16 12/9/2016	R7525376
1652CR002014	Donahue's Bar & Grill	87 Bigelow Avenue	Watertown, MA 02472	29-Dec-16 12/14/2016	R7134428
1652CR001692	Donohue's Bar & Grill	141 Worcester Road	Webster, MA 01570	02-Dec-16 10/14/2016	R6464637
1665CR001316	Cappellini's	147 Thompson Road	Webster, MA 01570	23-Nov-16 10/20/2016	R7386945
1664CR000463	Mario's Showplace	190 Linden St	Wellesley, MA 02482	19-Dec-16 2/14/2016	R6242515
1651CR000419	The Cottage	5 Albany Rd	Wellesley, MA 02482	18-Oct-16 3/16/2016	R7186567
1629CR000694	Shaker Mill Tavern	21 Arlington Street	Wellesley, MA 02482	11-Oct-16 9/17/2016	R7330422
1625CR001211	Trader Ed's	14 Berry Avenue	Wellesley, MA 02482	21-Oct-16 5/13/2016	R7263586
1689CR000663	OWEN O'LEARY'S	17 Connector Road	Wellesley, MA 02482	03-Nov-16 4/27/2016	R6813987
1668CR001078	OWEN O'LEARY'S	17 Connector Road	Wellesley, MA 02482	20-Oct-16 9/16/2016	R7322796
1564CR004127	OWEN O'LEARY'S	17 Connector Road	Wellesley, MA 02482	28-Nov-16 12/10/2015	R6691562
1644CR001452	RAIN	Elm St	Westfield, MA 01085	23-Dec-16 10/30/2016	R6300406
1644CR000970	East Mountain Country Club	Elm St	Westfield, MA 01085	15-Dec-16 7/16/2016	R7405089
1644CR001299	Rain	Elm St	Westfield, MA 1085	01-Nov-16 10/1/2016	R7848408

1648CR001063	Tiki Bar	79 Powers Road	Westford, Ma. 01886	12-Oct-16 9/1/2016	R7511384
1648CR001362	Indianapolis Municipal Region		Westford, Ma. 01886	02-Dec-16 10/31/2016	R8001330
1643CR002165	Billards	2957 Boston Rd	Wilbraham, MA 01095	01-Nov-16 10/30/2016	R7993764
1653CR002244	Rocco's	193 Main Street	Wilmington, MA 01887	06-Dec-16 10/5/2016	R7366996
1618CR006662	TWK	14 Thompson St	Winchester, MA 01890	28-Dec-16 12/8/2016	R7953200
1653CR000765	Dave and Busters	271 Mishawum Rd	Woburn MA 01801	04-Oct-16 4/10/2016	R7341575
1653CR002067	Jake and Joes	230 Mishawum Rd	Woburn MA 01801	04-Nov-16 9/6/2016	R4455555
1650CR002433	Taste of Brazil	414 Main Street	Woburn, MA 01801	17-Nov-16 10/28/2016	R6954898
1635CR000826	Quicks Hole Tavern	29 Railroad Ave 307 Cambridge Street	Woods Hole, MA 02543	27-Dec-16 12/16/2016	R4206896
1462CR005683	La Raza		Worcester, MA 01603	06-Oct-16 6/29/2014	R4512772
1662CR005436	The Blarney Stone	79 Maywood Street	Worcester, MA 01603	06-Oct-16 7/18/2016	R5144336
1662CR003541	Whiskey On Water	97 Water Street 303 Shrewsbury Street	Worcester, MA 01604	06-Oct-16 5/20/2016	R7758007
1662CR006342	Funky Murphy's		Worcester, MA 01604	06-Oct-16 8/20/2016	R7731713
1665CR000981	The Palladium	261 Main St.	Worcester, MA 01604	14-Oct-16 8/26/2016	R7386564
1648CR000533	Centerfolds	229 SW Cutoff	Worcester, MA 01604	01-Nov-16 5/6/2016	R7043914
1665CR001221	Jillian's	315 Grove St.	Worcester, MA 01608	03-Oct-16 10/1/2016	R7386884
1662CR005432	Mechanics Hall	321 Main Street	Worcester, MA 01608	06-Oct-16 7/18/2016	R7758320
1662CR006332	The Armsby Abby	144 Main Street	Worcester, MA 01608	03-Nov-16 8/20/2016	R6090947
1662CR006809	Beatnick's	433 Park Avenue	Worcester, MA 01608	03-Nov-16 9/3/2016	R6529378
1612CR000514	The Rivera Show Club	241 South Bridge St.	Worcester, MA 01608	15-Nov-16 7/30/2016	R7449401
1662CR002559	The Compass Tavern	90 Harding Street	Worcester, MA 01608	23-Dec-16 4/16/2016	R7026295
1569CR001462	Stake's Sports Pub	1281 Pleasant St.	Worcester, MA 01602	25-Oct-16 9/27/2015	R6390243
1664CR002859	Whiskey on Water	97 Water St.	Worcester, MA 01604	07-Oct-16 8/25/2016	R4124793
1664CR003358	One Eleven Chop House	111 Shrewsbury St	Worcester, MA 01604	30-Nov-16 10/6/2016	R7538932
1616CR000905	Centerfolds	229 SW Cutoff	Worcester, MA 01604	21-Dec-16 5/4/2016	NONE
1662CR002731	Drake Enterprises LLC U/D/A	13 East Ivoryhill Street	Worcester, MA 01606	15-Dec-16 4/22/2016	R5842368
1662CR002686	Centerfolds	229 Southwest Cutoff	Worcester, MA 01608	07-Oct-16 4/22/2016	R6806970
1662CR008002	DCU Center	50 Foster Street	Worcester, MA 01608	23-Dec-16 10/12/2016	R7580128
1651CR001196	private residence	xxx	xxx	05-Oct-16 8/14/2016	
1551CR000119	private residence	xxx	xxx	07-Oct-16 2/7/2015	R3494855
1651CR000457	private residence	xxx	xxx	12-Oct-16 3/29/2016	R6983490

1651CR000916	private residence	xxx	xxx	26-Oct-16 6/19/2016	R6855158
1651CR001370	private residence	xxx	xxx	01-Nov-16 9/25/2016	R7531984
1651CR001177	private residence	xxx	xxx	03-Nov-16 8/5/2016	R7598308
1551CR001541	private residence	xxx	xxx	03-Nov-16 5/10/2015	R4973542
1651CR001583	private residence	xxx	xxx	08-Nov-16 10/23/2016	R7525422
1551CR000421	private residence	xxx	xxx	06-Dec-16 4/11/2015	
1651CR001293	private residence	xxx	xxx	22-Dec-16 9/2/2016	R7480800
1551CR000514	xxx	xxxx	xxxx	20-Oct-16 4/26/2015	R4994151
1651CR000816	Sunset Bar and Grill	xxxx	xxxx	21-Oct-16 5/28/2016	R6984446
1651CR001714	Private Res	xxxx	xxxx	13-Dec-16 11/19/2016	R7959882



CAMBRIDGE LICENSE COMMISSION

831 Massachusetts Avenue, First Floor, Cambridge, Massachusetts 02139

JANUARY 30, 2017
ADVISORY REGARDING
HACKNEY MEDALLION AND DRIVER'S LICENSE RENEWALS

To All Cambridge Medallion and/or Hackney Driver's License Holders:

We know that everyone in the taxi industry has suffered a significant impact and loss in the past few years. As such, the renewal fees relating to all hackney medallions and driver's licenses are being **WAIVED** for 2017 and 2018. Please note, that even though the renewal fees are being waived, there is still a process to be followed for the renewal of medallions and driver's licenses. For medallion renewals, the information on how to renew your medallion will be available to download online as of mid-March 2017. For hackney driver's license renewals, drivers will receive information by mail at the time that corresponds with our records and new procedures.

We are still working on other initiatives and hope to come up with ways to further assist you and this industry. Any questions, please do not hesitate to contact the Hackney Unit at 617-349-6146 or via email at Hackney@cambridgema.gov.

For the Board of License Commissioners

A handwritten signature in black ink, appearing to read "Nicole Murati Ferrer", written over a horizontal line.

Nicole Murati Ferrer
Chairperson

Published in Cambridge Chronicle 2/9/17



Boston Taxi Owners Association

267 N. Beacon St., Suite #2

Brighton, MA 02135

William B. Evans
Commissioner, Boston Police Department
One Schroeder Plaza
Boston, MA 02120

March 17, 2017

Dear Commissioner Evans,

The Boston Taxi Owners Association is a group of individuals who own city of Boston taxi medallions, which are licensed and regulated under the authority of your office and the Boston Police Department Hackney Unit and Rule 403. Our owners, drivers, and lessees would like to thank you for your words in support of our industry's efforts to achieve the level playing field necessary to effectively compete with the transportation network companies (TNCs) that have flooded Boston's ride-for-hire market. We ask for your continued support now, when unfair regulations threaten to destroy the taxi industry and the livelihoods of those working within it.

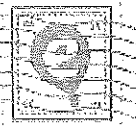
Despite our industry's efforts to inform and educate our state officials, the Massachusetts legislature passed a new state law regulating TNCs last summer that created an even lower barrier to enter the Boston ride-for-hire market. The legislation legalizes out-of-state vehicles working Boston's streets, removes livery and commercial insurance requirements to pick up passengers at Logan Airport, sets no limits on the number of vehicles each TNC can operate on city streets, and sets no minimums or maximums on TNC fare structure. Additionally, despite the efforts of many local and state police departments to institute fingerprinting requirements for all drivers in the ride-for-hire industry, the state legislature decided not to follow your advice and make mandatory fingerprinting part of the new TNC law.

The taxi industry cannot compete with an army of vehicles (30,000 strong) and drivers that can undercut regulated taxi meter rates by more than 55%, especially at Logan Airport. However, some communities, including the city of Cambridge, have recently taken action to lessen the financial burdens placed on taxis by waiving medallion renewal fees for all Cambridge licensed taxis for the next two years. We are formally requesting that the city of Boston grant a similar waiver of medallion renewal fees to all Boston medallion owners. We appreciate very much your personal commitment to our industry and thank you for your consideration.

Sincerely,

Steve Goldberg Oleg Beker Boris Poberezsky Albert Salgan Rudy Krutous
On behalf of the Boston Taxi Owners Association Board of Directors and our 450 members

CC: Captain James Gaughan, Lieutenant Thomas Lema, Jenifer Pinkham, Tom O'Konski



You're Invited!
Center for the Arts in Natick
Awards Ceremony
Wed 5/17/17
630-800 PM
14 Summer St.

Natick Cultural Council sent you an invitation.

[RSVP Now!](#)

[View Invitation](#)

Download the Evite Mobile App



Evite respects your privacy. For more information, please review our privacy policy.
Add info@mailva.evite.com to your address book to ensure that you receive Evite emails in your inbox.
Have a question? Visit Evite's support page.
Don't want to receive any Evite emails from this person? Block this host.

This email was sent to jonathan.h.freedman@gmail.com

Evite® and Life's Better Together® are registered trademarks of Evite, Inc. in the United States and other countries. The Evite logo and all other Evite-related trademarks are trademarks of Evite, Inc.
Please use this mark only to refer to our services. Other names may be trademarks of their respective owners.





Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO

massDOT
Massachusetts Department of Transportation

March 31, 2017

RECEIVED

Ms. Martha White
Town Administrator
Town of Natick
13 East Central Street
Natick, MA 01760

MAR 3 2017

OFFICE OF SELECTMEN
NATICK, MA

Dear Ms. White,

We are pleased to inform you that Chapter 90 local transportation aid funding for Fiscal Year 2018, will total \$200 million statewide, pending final legislative approval.

This letter certifies that, pending final passage of the bond authorization, your community's Chapter 90 apportionment for Fiscal Year 2018 is \$982,406. This apportionment will automatically be incorporated into your existing 10-year Chapter 90 contract, which will be available on the MassDOT website, <http://www.massdot.state.ma.us/chapter90>.

The Chapter 90 program is an integral part of maintaining and enhancing your community's infrastructure and is an essential component of our state-local partnership. We look forward to working with you in the coming year to continue the success of this program.

We would also like to encourage you to explore opportunities for additional infrastructure funding through MassDOT's Complete Streets and Municipal Small Bridge Programs (further information available at: <http://www.massdot.state.ma.us/>). For program specific questions please contact the following:

- **Chapter 90 Program** – Capital Budget Liaison Linda Chuang at (857) 368-9075 or Lijung.Chuang@dot.state.ma.us
- **Complete Streets and Municipal Small Bridge Program** - MassDOT Community Relations Director Rick Colon at (857) 368-9010 or Rick.Colon@dot.state.ma.us

Thank you for all that you do to make the Commonwealth of Massachusetts a great place to live, work and raise a family.

Sincerely,

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor



Patricia O'Neil <poneil@natickma.org>

General Chemical Site: Update, March 2017

2 messages

Johnson, Stephen (DEP) <Stephen.Johnson@massmail.state.ma.us>

Fri, Mar 24, 2017 at 5:35 PM

To: "conservation@sherbornma.org" <conservation@sherbornma.org>, "jennifer.gutekunst@exeloncorp.com" <jennifer.gutekunst@exeloncorp.com>, "jhaidemenos@framingham.k12.ma.us" <jhaidemenos@framingham.k12.ma.us>, "rhalpin@framinghamma.gov" <rhalpin@framinghamma.gov>, "dhamilton@Envirotechllc.com" <dhamilton@envirotechllc.com>, "health@sherbornma.org" <health@sherbornma.org>, "Higgins, Thomas (DEP)" <thomas.higgins@state.ma.us>, "Jack.Hughes@exeloncorp.com" <Jack.Hughes@exeloncorp.com>, "bevhuigo@rcn.com" <bevhuigo@rcn.com>, "mhugoesq@gmail.com" <mhugoesq@gmail.com>, "conservationcommission@framingham.gov" <conservationcommission@framingham.gov>, "laurakeith16@yahoo.com" <laurakeith16@yahoo.com>, "kendramaek@gmail.com" <kendramaek@gmail.com>, "willylab57@hotmail.com" <willylab57@hotmail.com>, "landaverde.maria@gmail.com" <landaverde.maria@gmail.com>, "ddlevy@sterlingservicesinc.com" <ddlevy@sterlingservicesinc.com>, "david.longden@verizon.net" <david.longden@verizon.net>, "aloomis@framinghamma.gov" <aloomis@framinghamma.gov>, "metrowest.worker.center@gmail.com" <metrowest.worker.center@gmail.com>, "Magri, John" <JCM@framinghamma.gov>, "elm.629@gmail.com" <elm.629@gmail.com>, "FACEBITE@GMAIL.COM" <FACEBITE@gmail.com>, "heidimrd@yahoo.com" <heidimrd@yahoo.com>, "smerian1@gmail.com" <smerian1@gmail.com>, "bettina0517@hotmail.com" <bettina0517@hotmail.com>, "mitchellvilleast@comcast.net" <mitchellvilleast@comcast.net>, "claire@toxicsaction.org" <claire@toxicsaction.org>, "marlymonteiro123@hotmail.com" <marlymonteiro123@hotmail.com>, "bmoore@carriagehouseinfo.com" <bmoore@carriagehouseinfo.com>, "diane.moore@sherbornma.org" <diane.moore@sherbornma.org>, Carol Bois <cbois@framinghamma.gov>, "dollet400@yahoo.com" <dollet400@yahoo.com>, "jamandjel@yahoo.com" <jamandjel@yahoo.com>, "fabioeny@hotmail.com" <fabioeny@hotmail.com>, "holli.andrews@gmail.com" <holli.andrews@gmail.com>, "rhandrews@rcn.com" <rhandrews@rcn.com>, "kabernstein@hotmail.com" <kabernstein@hotmail.com>, "suebernstein@hotmail.com" <suebernstein@hotmail.com>, "Michael J. Blanchard" <mjb@framinghamma.gov>, "bbois131@gmail.com" <bbois131@gmail.com>, "Kevin Boland" <kevin_boland@csx.com>, "jborrebach@ohiengineering.com" <jborrebach@ohiengineering.com>, "chad.carl32@gmail.com" <chad.carl32@gmail.com>, "samanthachiw@gmail.com" <samanthachiw@gmail.com>, "mgchristensen@hotmail.com" <mgchristensen@hotmail.com>, "wilyci@gmail.com" <wilyci@gmail.com>, "eduardo.ao@hotmail.com" <eduardo.ao@hotmail.com>, "coelhoel21@hotmail.com" <coelhoel21@hotmail.com>, "swconr25@verizon.net" <swconr25@verizon.net>, "Cooper, Greg (DEP)" <greg.cooper@state.ma.us>, "v_cdcosta@yahoo.com" <v_cdcosta@yahoo.com>, "Anthony H. Pillarella" <ahp@framinghamma.gov>, "DEMLER@MSN.COM" <DEMLER@msn.com>, "Doucett, James (DEP)" <james.doucett@state.ma.us>, "Tom-janet@comcast.net" <Tom-janet@comcast.net>, "eorae@yahoo.com" <eorae@yahoo.com>, "sburkstein@hotmail.com" <sburkstein@hotmail.com>, "juniarruda@hotmail.com" <juniarruda@hotmail.com>, "sidfaust@gmail.com" <sidfaust@gmail.com>, "ebgf@aol.com" <ebgf@aol.com>, "raf7162@verizon.net" <raf7162@verizon.net>, "joefonseca25@verizon.net" <joefonseca25@verizon.net>, "Jeanette M. Galliardt" <jgalliardt@framinghamma.gov>, "jgalligan@terratherm.com" <jgalligan@terratherm.com>, "jimgeog@aol.com" <jimgeog@aol.com>, "mgiaimo@sherbornma.org" <mgiaimo@sherbornma.org>, "Joseph C. Hicks" <jch@framinghamma.gov>, "selectmen@framinghamma.gov" <selectmen@framinghamma.gov>, "kerrynaj@yahoo.com" <kerrynaj@yahoo.com>, "kristennason@gmail.com" <kristennason@gmail.com>, "james.paterson@state.MA.US" <james.paterson@state.ma.us>, "bpaysnick@gmail.com" <bpaysnick@gmail.com>, "mariegus@gmail.com" <mariegus@gmail.com>, "npickeringcook@andersonkreiger.com" <npickeringcook@andersonkreiger.com>, "nedprice@verizon.net" <nedprice@verizon.net>, "bquinn@sterlingservicesinc.com" <bquinn@sterlingservicesinc.com>, "msanders@svtweb.org" <msanders@svtweb.org>, "Sannicandro, Tom (HOU)" <tom.sannicandro@state.ma.us>, "sscott@framingham.k12.ma.us" <sscott@framingham.k12.ma.us>, "esilverman@wheelock.edu" <esilverman@wheelock.edu>, "csisitsky@rcn.com" <csisitsky@rcn.com>, "1alvestar@gmail.com" <1alvestar@gmail.com>, "asmyth@trcsolutions.com" <asmyth@trcsolutions.com>, "Spilka, Karen E (SEN)" <karen.e.spilka@state.ma.us>, "jstockless@gmail.com" <jstockless@gmail.com>, "Cheryl@tullystoll.com" <Cheryl@tullystoll.com>, "annecsullivan@gmail.com" <annecsullivan@gmail.com>, "mtorti@framingham.k12.ma.us" <mtorti@framingham.k12.ma.us>, "heatheratconnolly@comcast.net" <heatheratconnolly@comcast.net>, "robertovianausa@hotmail.com" <robertovianausa@hotmail.com>, "alex.ooforyou@gmail.com" <alex.ooforyou@gmail.com>, "veravv777@hotmail.com" <veravv777@hotmail.com>, "Walsh, Chris (HOU)" <chris.walsh2@state.ma.us>, "kholmes@hearst.com" <kholmes@hearst.com>, "dwilliams@sherbornma.org" <dwilliams@sherbornma.org>, "Health@framinghamma.gov" <Health@framinghamma.gov>, "john.nelson@mwra.state.ma.us" <john.nelson@mwra.state.ma.us>, "facesej@googlegroups.com" <facesej@googlegroups.com>, "selectmen@natickma.org" <selectmen@natickma.org>, "editor@FraminghamSource.com" <editor@framinghamsource.com>, "sinesic@gmail.com" <sinesic@gmail.com>, "Robert D. McArthur" (rdm@framinghamma.gov) <rdm@framinghamma.gov>

Cc: "Lamkin, Rodene (DEP)" <rodene.lamkin@state.ma.us>, "Miano, John (DEP)" <john.miano@state.ma.us>, "Worrall, Eric (DEP)" <eric.worrall@state.ma.us>, "Stromberg, Karen (DEP)" <karen.stromberg@state.ma.us>, "McCarthy, Gail (DEP)" <gail.mccarthy@state.ma.us>, "Ritchie, Robert W. (DEP)" <robert.w.ritchie@state.ma.us>, "Veilleux, Anthony (DEP)" <anthony.veilleux@state.ma.us>

As you may know, MassDEP recently met with an attorney representing General Chemical regarding the proposed cleanup of the General Chemical waste site in Framingham. At that meeting, the attorney informed MassDEP that General Chemical had spent down almost all of its "operating budget", and would not be able to conduct any cleanup at the site. MassDEP promptly communicated this information to the Towns of Framingham, Sherborn and Natick.

As a result of this recent development, MassDEP has taken, or will take, the following immediate actions:

- MassDEP is taking steps to secure the Financial Assurance Mechanism (FAM) that was established for this site. A letter of credit in the amount of \$1.8 million will be secured and used by MassDEP to conduct cleanup actions and monitoring activities. However, the money that will be available is substantially less than the cost estimated by General Chemical's Licensed Site Professional to adequately clean up the site. As the steps to secure the FAM are taken, MassDEP will procure the services of a State contractor to conduct monitoring and cleanup activities. MassDEP's timeframe to secure the FAM and hire a State contractor is within the next 3 months, if possible.
- Concurrent with securing the FAM, MassDEP is also pursuing other legal avenues to evaluate whether there are any corporate entities with ties to General Chemical and/or Trinity General that may have assets that could be obtained for the cleanup work, and also to review the financial records of General Chemical or any associated company that may have liability.
- MassDEP has reached out to the EPA to see what resources they may have that can be brought to bear. At a minimum, we intend to solicit the input of EPA's remediation experts in Ada, Oklahoma for their opinion on cleanup options in light of a more limited cleanup budget.
- We expect that the next semi-annual monitoring round scheduled for May will either be conducted by General Chemical, using remaining funds from their operating budget, or by MassDEP's contractors.

When MassDEP's contractor is hired, we will re-evaluate the draft cleanup plan that was submitted by General Chemical, and determine how it will be revised, or whether a different cleanup approach is necessary in light of the more limited funds available. Some of this funding will also need to be used to continue conducting environmental monitoring rounds. Once we have a specific plan of action, there will be an opportunity for public comment on the plan. In the interim, please contact MassDEP project manager Rodene Lamkin (rodene.lamkin@state.ma.us) or me for information on this site.

Sincerely,

Steve Johnson

MassDEP, Bureau of Waste Site Cleanup

Martha White <mwhite@natickma.org>
To: Patricia O'Neil <poneil@natickma.org>, Donna Donovan <ddonovan@natickma.org>

Mon, Mar 27, 2017 at 12:14 AM



NATICK SERVICE COUNCIL, INC.

March 27, 2017

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

Dear, Natick Board of Selectmen.

Thank you, for helping us improve the lives of many of our Natick friends and neighbors!

Since the founding of the Natick Service Council in 1961, we have been proud of our history as a caring and integral part of the Natick community. Your generous donation of [REDACTED] received on 3/24/17, in honor of Mr. John Connolly and Mr. Nicholas Mabardy, is sincerely appreciated and will be put to important use as we continue to enhance our mission of serving our less-fortunate neighbors.

For decades, both Mr. Connolly and Mr. Mabardy have supported Natick Service Council and our mission to serve our most vulnerable friends and neighbors. As volunteers and supporters, they have provided invaluable services to NSC - behind the scenes - with little or no recognition. They are exemplary citizens who care deeply about *all* Natick residents and NSC is grateful for their service.

On behalf of NSC's staff, volunteers, Board of Directors – and most importantly the clients serve – thank you, John and Nick, for making Natick a special place to live.

With sincere appreciation,

Greg Tutuny
Executive Director
Natick Service Council, Inc.

MEMO

Date: March 16, 2017
To: MWRC Full Board
From: Karen Adelman, MWRC Coordinator, David Loutzenheiser,
MAPC Senior Transportation Planner
RE: Trails project proposal

Proposed project: MetroWest LandLine: Phase I

A project to begin the transformation of MetroWest's trails into a cohesive, regional recreational and active transportation network.

- Provide plan to close one priority gap in each participating MetroWest municipality.
- Develop and promote cohesive branding for the network, MetroWest LandLine.
- Build community support for closing of those gaps and for further strengthening MetroWest LandLine.

Deliverables:

- Plan documents for each project.
- MetroWest LandLine branding materials.
- Presentation to each participating municipality's Board of Selectmen. Presentation preferably to be given in collaboration with the municipality's MWRC representatives and representatives from neighboring municipalities, and with the cooperation of the municipality's trails advocates. Request for acceptance of the report and, ideally, increased interest in implementation.

Considerations:

- Active participation from all MWRC representatives would be necessary.
- Project to be designed to accommodate enhancements with funding from additional sources.

Jay Marsden
*Chairman
Holliston
Selectman*

Preston Crow
*Vice-Chairman
Ashland
Planning Board*

Ellen Gibbs
*Wellesley
Selectman*

Yolanda Greaves
*Ashland
Selectman*

Lewis Colten
*Framingham
Planning Board*

Marc Draisén
*MAPC
Executive Director*

- Project to include an equity component.
- Project to fold in recommendations from prospective project, “Senior Safe Routes to Trails,” for which MAPC is applying to MW Health Foundation for funds.

Scoping, phasing, cost:

- Request that prioritizing, scoping, and phasing, and therefore cost, be delegated to MWRC Executive Committee in collaboration with any interested MWRC Board Members, all MWRC Planners, with, if possible, MWRC trails committees.

Draft Project List

Ashland	Routes through both state parks	Engage with DCR and towns to identify LL corridor to and through the parks
Framingham	North end of trail to Carol Getchell Trail	Work with Town and MWRA? to ID alignment and close gap around the dike.
Framingham	Masspike crossing to Framingham Center	Work with the town to identify alignment(s) and design elements of a trail corridor
Framingham	Tunnel section on either side of Grove St	Work with town and MWRA to build hiking trail over and seek access to the Hultman around
Framingham	CR Station to Sherborn line	Develop next steps based on CTPS study outcome including trail alignment and permit with MWRA
Framingham	Sherborn to Framingham Center	Work with Town and perhaps CSX to identify a trail alignment and next steps to a feasibility study.
Holliston	Ashland SP to UC Loop trail in Holliston	Identify hiking trail alignment through conservation lands in Holliston and with DCR to SP
Natick	Pickerel Pond to Wellesley	Work with town to identify a bike route/corridor/facility paralleling the aqueduct trail to Rt 9
Natick	Cottage St to Everett St	Work with Town and MWRA to identify trail alignment through gaps and pending developments
Natick	Coolidge Field to Cochituate RT	Identify routing and improvements of mostly on road section to Natick Center.

Natick	Framingham to Sherborn	Evaluate a potential trail along the powerline corridor N/S through the town and engage utility
Natick, Wayland, Framingham	Pickerel Pond to and through Cochituate SP	Identify alignment and construction needs for a trail corridor on mix on road and parklands
Southborough	Reservoir to open channel trail	Engage with DCR, MWRA and Town to identify and sign a corridor on existing trails closing this gap
Southborough	Airline Trail to Commuter Rail and SP	Identify new alignment with Town for Landline corridor to station and SP
Wellesley, Natick	Cheever House to Leach Ln	Identify trail alignment and construction needs for gap around private land (Hunnewell mostly)
Weston	Waltham line bridge rehab and across 128	Focus effort with DCR, MBTA, and Town to rehab the railroad bridge over MBTA CR and into Waltham
Ashland	Routes through both state parks	Engage with DCR and towns to identify LL corridor to and through the parks
Framingham	North end of trail to Carol Getchell Trail	Work with Town and MWRA? to ID alignment and close gap around the dike.
Framingham	Masspike crossing to Framingham Center	Work with the town to identify alignment(s) and design elements of a trail corridor
Framingham	Tunnel section on either side of Grove St	Work with town and MWRA to build hiking trail over and seek access to the Hultman around
Framingham	CR Station to Sherborn line	Develop next steps based on CTPS study outcome including trail alignment and permit with MWRA

MEMO

Date: March 16, 2017
To: MWRC Executive Board
From: Karen Adelman, MWRC Coordinator
RE: MWRC Financials To Date

Jay Marsden
Chairman
Holliston
Selectman

Preston Crow
Vice-Chairman
Ashland
Planning Board

Ellen Gibbs
Wellesley
Selectman

Yolanda Greaves
Ashland
Selectman

Lewis Colten
Framingham
Planning Board

Marc Draisen
MAPC
Executive Director

Municipality	2013 population	Base \$1,500 + \$.10 per capita	Paid/Unpaid
Ashland	17,150	\$3,215.00	Paid
Framingham	70,441	\$8,544.10	Paid
Holliston	14,162	\$2,916.20	Paid
Marlborough	39,414	\$5,441.40	UNPAID
Natick	35,214	\$5,021.40	Paid
Southborough	9,896	\$2,489.60	Paid
Wayland	13,444	\$2,844.40	Paid
Wellesley	29,090	\$4,409.00	Paid
Weston	11,853	\$2,685.30	Paid
Total (excluding Marlborough)		\$32,125.00	



Patricia O'Neil <poneil@natickma.org>

Fwd: Master Plan Survey link

1 message

Jonathan Freedman <jfreedman@natickma.org>

Thu, Apr 27, 2017 at 4:51 PM

To: Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>

Please add to correspondence file for Monday's meeting.

Jonathan Freedman
Chair, Natick Board of Selectmen
Chair, Audit Advisory Committee
Vice Chair, KMS Building Committee
jfreedman@natickma.org

Please be aware that emails to this account are considered a public record.

----- Forwarded message -----

From: "Jeffrey Richards" <captainjlr@gmail.com>

Date: Apr 27, 2017 1:37 PM

Subject: Master Plan Survey link

To: "Jeffrey Richards" <Captainjlr@gmail.com>

Cc: "James Errickson" <jerrickson@natickma.org>, "Carole Schlessinger" <cschlessinger@cssboston.com>, "Julian Munnich" <Julian.Munnich@rcn.com>

Natick Committee Chairs,

I'm Jeff Richards, Chair of the Master Plan Advisory Committee (MPAC) and a Member of the Conservation Commission. I'm writing to you today to help the MPAC engage with the community about the Master Plan Survey tool that has just been opened.

As all of you are aware, we have been going through our Master Planning process since June, 2016. The next phase of the Master Planning process is developing a Community Vision and Goal Statement, and we need your help! Crosby Schlessinger Smallridge (our Master Plan consulting team) is using a very innovative survey tool called **MetroQuest** to help collect data from Natick citizens as well as Natick stakeholders (people who work in Natick, or have a vested interest in its future). The MetroQuest Survey tool is highly interactive and will enable you, colleagues on your respective committees, your family (including high school and middle school age children) and members of your community to let us know what is most important. The tool uses priority ranking, open response and an interactive map to recommend where services/amenities could be improved or added; this is personally my favorite part of the experience.

<https://natick2030.metroquest.com>

The MetroQuest survey tool will be open until May 19th. Our goal is to compile the survey results and use it as a framework for helping to develop our community vision at the next public meeting (tentatively scheduled for late spring/early summer).

Please add this to the agenda for your next meeting. It will help ensure that each committee/member is personally informed about this critical feedback opportunity, as well as leveraging your respective venues for getting the message out to the broader population.

Thank you, in advance. Feel free to reach out to me, Jamie Errickson or Julian if you have any questions.

I look forward to meeting you at our next community meeting or one of the MPAC's monthly meetings.

Regards,

Jeff Richards
Chair, MPAC

<http://www.natick2030.com/>

ITEM TITLE: Warrant Articles

ITEM SUMMARY: * A list of Warrant Articles and text are available on the website at Natickma.gov, in the Town Clerk's Office, Selectmen's Office, Post Office, Bacon Free Library, and Morse Institute Library, and at one location in each precinct.
