

BOARD OF SELECTMEN

May 26, 2015

Needham Town Hall

Agenda

Note: Agenda subject to revision, start times are approximate and agenda items may be discussed at earlier or later times.

	6:45	<p>Informal Meeting with Citizens</p> <p><i>One or more members of the Board of Selectmen will be available between 6:45 and 7:00 p.m. for informal discussion with citizens. While not required, citizens are encouraged to call the Selectmen's Office at (781) 455-7500 extension 204 in advance to arrange for an appointment. This enables the Board to better assure opportunities for participation and respond to citizen concerns.</i></p>
		Certificate of Appreciation - Ron Sockol
1.	7:00	Public Hearing Transfer of License Sheraton Needham
2.	7:00	Public Hearing Transfer of License Fuji
3.	7:00	<p>Public Hearing Teleport Communications America- Kendrick Street</p> <ul style="list-style-type: none"> • David Edgar, Siena Engineering Group, Inc.
4.	7:00	<p>ADA Trail at the Needham Reservoir</p> <ul style="list-style-type: none"> • Patty Carey, Director of Park & Recreation • Matt Varrell, Director of Conservation
5.	7:15	<p>Mixed Use- 128 Residential Overlay Zoning Proposal</p> <ul style="list-style-type: none"> • Matt Talcoff, Chairman, Council of Economic Advisors • Devra Bailin, Director of Economic Development
6.	7:35	<p>Town Manager</p> <ul style="list-style-type: none"> • Boston Region MPO – Transportation Improvement Program Highway Funding • Management Fellow Report • Town Manager Report
7.	7:45	<p>Board Discussion</p> <ul style="list-style-type: none"> • Medical Marijuana Application Process • Committee Reports
8.	8:15	Executive Session Exception 2, 3 & 6

APPOINTMENTS

1.	Human Rights Committee	Zahra Haghghatjoo (term expires 6/30/18)
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CONSENT AGENDA *=Backup attached

1.	Accept donation in the amount of \$7,914.67 from Ron and Lois Sockol. The funds are to be used for the maintenance of Memorial Park Garden.
2.	Accept a \$700 donation made to the Needham Youth Services from the Needham Community Council. They would like the monies to be used to sponsor Needham Youth Services Project Van program.

3.*	Approve a Special One Day Wines and Malt Beverages License for Jennifer Sullivan, of Needham Pool & Racquet Club to hold its New Member Reception on Friday, June 5, 2015 from 6:00 p.m. to 9:00 p.m. The event will be held at Needham Pool & Racquet Club, 1550 Central Avenue, Needham.					
4.*	Approve a Special One Day Wines and Malt Beverages License for Jennifer Sullivan, of Needham Pool & Racquet Club to hold its "Summerfest Party" on Thursday, July 30, 2015 from 6:00 p.m. to 9:00 p.m. The event will be held at Needham Pool & Racquet Club, 1550 Central Avenue, Needham.					
5.	Disband with thanks the Solar Energy Exploratory Committee.					
6.	Accept a \$2,500 donation made to the Needham Health Department's Coalition for Youth Substance Abuse Prevention from Beth Israel Deaconess Hospital.					
7.*	Approve a Special One Day Wines and Malt Beverages License for David Volante, of Volante Farms to hold a wedding event on Saturday, June 27, 2015 from 5:00 p.m. to 10:00 p.m. The event will be held at Volante Farms, 292 Forest Street, Needham.					
8.*	Approve a request from Gary Briere of River's Edge Cycling to ride a portion of its Boston Women's Bike Ride and Festival bike event through Needham on July 18, 2015. The event will come through Needham at 8:30 am and the latest time they will be in Needham is 2:00 pm. The applicant is aware of the on-going construction on Kendrick Street and will obey the rules of the road. The route of the race has been approved by the following departments: DPW, Police, Fire, and Park & Recreation.					
9.*	Approve a request from Greg Jundanian, of Three Squares New England, who is organizing a fundraiser bike ride to benefit food pantries in numerous communities including Needham, to have a portion of its ride to go through Needham. The event is scheduled for September 20, 2015 from 7:30 a.m. to 1:00 p.m. The route of the race has been approved by the following departments, DPW, Police, Fire, and Park and Recreation.					
10.*	Water & Sewer Abatement Order 1199					
11.*	Approve minutes from April 28, 2015, May 4, 2015, May 6, 2015, May 11, 2015, and May 12, 2015; and April 28, 2015 Executive Session minutes.					
12.	Grant Permission for the following residents to hold a block party:					
	Name	Address	Party Location	Party Date	Party Rain Date	Party Time
	Jerome Kassel	174 Parker Rd	153-159 Parker Rd.	Sept. 12	Sept. 13	3PM-7PM

Certificate Of
Appreciation

From The
Town of Needham, Massachusetts
Board of Selectmen

Awarded to:

RON SOCKOL

In recognition of 31 years of distinguished service to
the Town of Needham. Thank you for your many
contributions as a Memorial Park Trustee and for
your valuable input as a Town Meeting Member.
Congratulations!

Signed this 26th day of May 2015



Maurice P. Handel, Chairman

Matthew D. Borrelli, Vice Chairman

Marianne B. Cooley, Clerk

Daniel P. Matthews

John A. Bulian



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 05/26/2012

Agenda Item	Public Hearing – Transfer of All Alcoholic Beverages Hotel License Needham Cabot Concessions, LLC d/b/a The Sheraton Needham, 100 Cabot Street
Presenter(s)	Brian Smith, Proposed Manager Andrew Upton, Attorney

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	<p>Attorney Andrew Upton is requesting a transfer of license to sell All Alcoholic beverages as a Hotel located at 100 Cabot Street from HST Lessee Needham, LLC d/b/a Sheraton Needham to Needham Cabot Concessions, LLC d/b/a Sheraton Needham, Brian Smith, proposed manager. The premise is described as whole of said building including 100, 100A, 100B, 100c Cabot Street with five (5) floors and ten (10) meeting rooms and function rooms, with restaurant, pool area, lounge area, 247 guest rooms and storage.</p>		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
	<p>Suggested Motion: That the Board of Selectmen vote to approve the application for a transfer of an All Alcohol Hotel License under the Town of Needham Regulations Applicable to The Sale of Alcoholic Beverages by Innholders to Cabot Concessions, LLC d/b/a Sheraton Needham, Brian Smith, Manager and to forward the approved Alcohol License Transfer application to the ABCC for an approval.</p>		
3.	BACK UP INFORMATION ATTACHED	YES	NO
	<ol style="list-style-type: none"> 1) Cover Letter 2) Petition for Transfer of Ownership 3) Retail Application 4) Site Plan 5) Articles of Incorporation 6) Manager Application & Owner Information 7) Corporate Vote 8) Concession Agreement 9) Legal Notice Information 	<p>Note: Financial Information, Purchase & Sale Agreement are on file in Office of the Town Manager</p>	

LAW OFFICES OF
DINICOLA, SELIGSON & UPTON, LLP

185 Devonshire Street, Suite 902
Boston, MA 02110
Tel (617) 279-2592
Fax (617) 426-0587
Email info@dsu-law.com

April 29, 2015

Michael E. Brangwynne
857-250-0446
Mike.Brangwynne@dsu-law.com

Via Federal Express

Needham Board of Selectmen
1471 Highland Avenue
Needham, MA 02492

Re: Application for Transfer of Liquor License; Needham Cabot Concessions, LLC d/b/a The Sheraton Needham, 100 Cabot Street

Dear Board:

Enclosed, with respect to the above referenced applicant, please find the following:

1. Application for Transfer of License.

Please schedule this matter for a hearing at the Board's earliest convenience. Please feel free to contact me if you have any questions or concerns. Thank you for your attention to this matter.

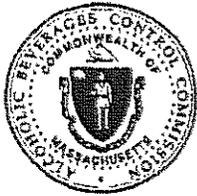
Very truly yours,

DINICOLA, SELIGSON & UPTON, LLP

M. Brangwynne

Michael E. Brangwynne

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN
2015 APR 30 A 10:07



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

PETITION FOR TRANSFER OF OWNERSHIP

077000001

ABCC License Number

Needham

City/Town

The licensee HST Lessee Needham, LLC and the proposed transferee Needham Cabot Concessions, LLC respectfully petition the Licensing Authorities to approve the following transfer of ownership.

Is the PRESENT licensee a Corporation/LLC duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Host Holding Business Trust	Owner/Member	6903 Rockledge Dr. 15th Fl., Bethesda, MD 20817	.5%
Rockledge Hotel, LLC	Owner/Member	6903 Rockledge Dr. 15th Fl., Bethesda, MD 20817	99.5%
Brian Macnamara	Manager	6903 Rockledge Dr. 15th Fl., Bethesda, MD 20817	0%
Jeffrey Clark	Manager	6903 Rockledge Dr. 15th Fl., Bethesda, MD 20817	0%

Is the PROPOSED transferee a Corporation/LLC, duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
Diane Fox	LLC Member	30 S. Wacker Dr., Ste. 3600, Chicago, IL 60606	50%
Mark Zettl	LLC Member	30 S. Wacker Dr., Ste. 3600, Chicago, IL 60606	50%

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE:
 By: Jeffrey Clark, Manager & Vice President

Jeffrey S. Clark
 (If a Corporation/LLC, by its authorized representative)

Date Signed 4/29/2015

SIGNATURE OF PROPOSED TRANSFEREE:
 By: Mark Zettl, Member

Mark Zettl

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual)

B. Business Name (if different) : C. Manager of Record:

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises: City/Town: State: Zip:

F. Business Phone: G. Cell Phone:

H. Email: I. Website:

J. Mailing address (if different from E.): City/Town: State: Zip:

2. TRANSACTION:

- New License
- New Officer/Director
- Transfer of Stock
- Issuance of Stock
- Pledge of Stock
- Transfer of License
- New Stockholder
- Management/Operating Agreement
- Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual
- (6) Day to (7)-Day License
- Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- §12 Restaurant
- §12 Hotel
- §12 Club
- §12 Veterans Club
- §12 Continuing Care Retirement Community
- §12 General On-Premises
- §12 Tavern (No Sundays)
- §15 Package Store

4. LICENSE CATEGORY:

- All Alcoholic Beverages
- Wine & Malt Beverages Only
- Wine or Malt Only
- Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- Annual
- Seasonal

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Andrew Upton, Esq.

ADDRESS: DiNicola, Seligson & Upton, LLP, 185 Devonshire Street, #902,

CITY/TOWN: Boston STATE: MA ZIP CODE: 02110

CONTACT PHONE NUMBER: 617-279-2595 FAX NUMBER: 617-426-0587

EMAIL: Andrew.Upton@dsu-law.com

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

In whole of said building including 100, 100A, 100B, 100C Cabot Street with 5 Floors and 10 Meeting Rooms and Function Rooms, with restaurant, pool area, lounge area, 247 Guest rooms and storage.

Total Square Footage: 79,164 Number of Entrances: 2 Number of Exits: 4

Occupancy Number: 247 Seating Capacity: 247

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Please select

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other: Food + Bev. Service Agreement

Landlord is a(n): LLC Other:

Name: Ultima Needham, LLC Phone:

Address: 100 Cabot Street City/Town: Needham State: MA Zip: 02464

Initial Lease Term: Beginning Date 06/01/2015 Ending Date 06/01/2016

Renewal Term: Continuing Options/Extensions at: 1 Years Each

Rent: \$0.00 Per Year Rent: \$0.00 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
 Yes No

IMPORTANT ATTACHMENTS (4):

1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:

The Applicant is a(n):

LLC

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

03/30/2015

State of Incorporation/Organization:

DE

Is the Corporation publicly traded? Yes No

10. INTERESTS IN THIS LICENSE:

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS (5):

A. All individuals or entities listed below are required to complete a [Personal Information Form](#).

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a [CORI Release Form](#).

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Mark Zettl	LLC Member	50%	Owner Interest
Diane Fox	LLC Member	50%	Owner Interest

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No **If yes, list said interest below:**

Name	License Type	Licensee Name & Address
	Please Select	

*If additional space is needed, please use last page.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes No If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :**A.) For Individual(s):**

1. Are you a U.S. Citizen? Yes No
2. Are you a Massachusetts Residents? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are all Directors/LLC Managers U.S. Citizens? Yes No
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No
3. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:**A.) For Individual(s):**

1. Are you a U.S. Citizen? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes No
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	\$0.00
B. Purchase Price for Business Assets:	54,000,000
C. Costs of Renovations/Construction:	\$0.00
D. Initial Start-Up Costs:	\$0.00
E. Purchase Price for Inventory:	\$0.00
F. Other: (Specify)	\$0.00
G: TOTAL COST	54,000,000
H. TOTAL CASH	13,000,000
I. TOTAL AMOUNT FINANCED	41,000,000

IMPORTANT ATTACHMENTS (6): Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

Corporate funds and loan.

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

A.

Name	Dollar Amount	Type of Financing
J.P. Morgan Investment Management, Inc.	41,000,000	Loan

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes No

If yes, please describe:

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license? Yes No

1. If yes, to whom:

2. Amount of Loan: 3. Interest Rate: 4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? Yes No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? Yes No

If yes, to whom:

IMPORTANT ATTACHMENTS (7): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: Yes No

21. ANTICIPATED OPENING DATE:

**IF ALL OF THE INFORMATION AND
ATTACHMENTS ARE NOT COMPLETE
THE APPLICATION WILL BE
RETURNED**

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COURTYARD VIEW

COURTYARD VIEW

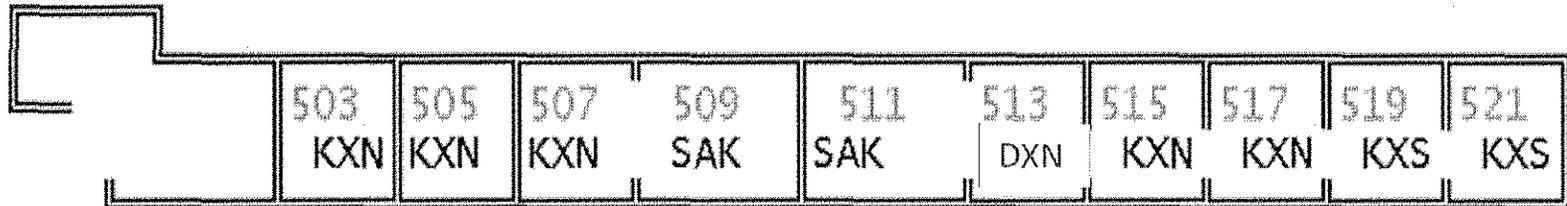
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HCK	KXN	KXN	KXN	SAK	SAK	KXN	KXN	DXN	DXN	DXN

402	404	406	408	410	412	414	416	418	420	422	424	426	428
SAD	KXN	KXN	KXN	KXN	KXN	SJK	SJK	KXN	DDN	DDN	DDN	KXN	SAD

FRONT CORNER OF HOTEL

COURTYARD VIEW

CONCIERGE
LOUNGE

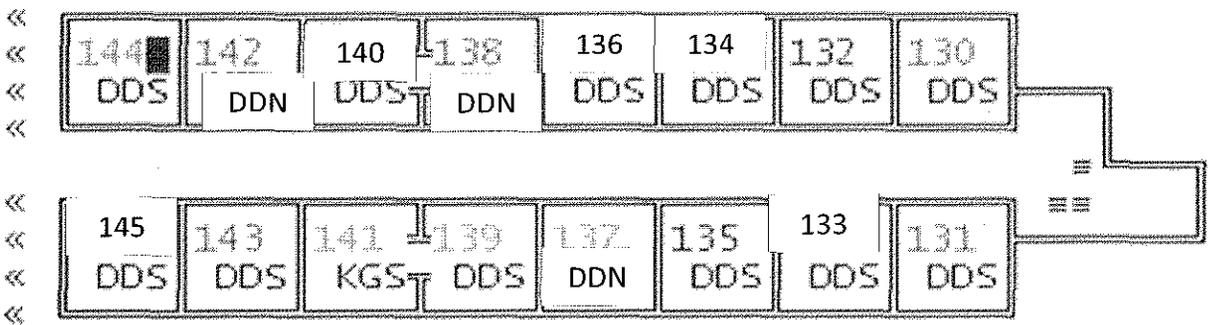
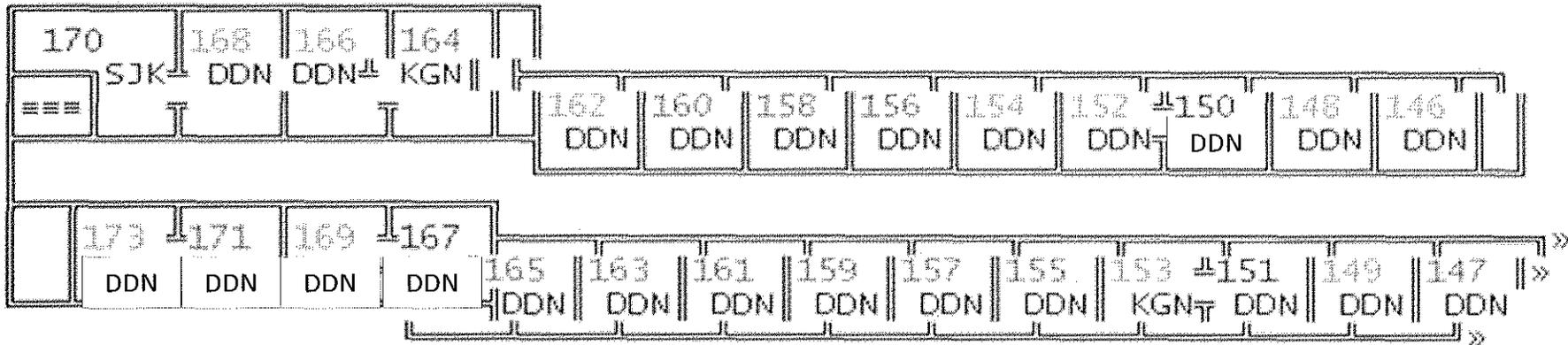


ELEVATORS



FRONT CORNER OF HOTEL

■ F I R S T F L O O R ■



RECEPTION AND MEETING ROOMS

COURTYARD VIEW

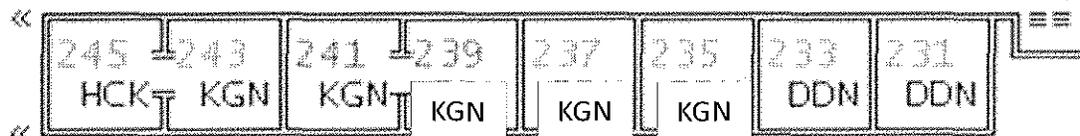
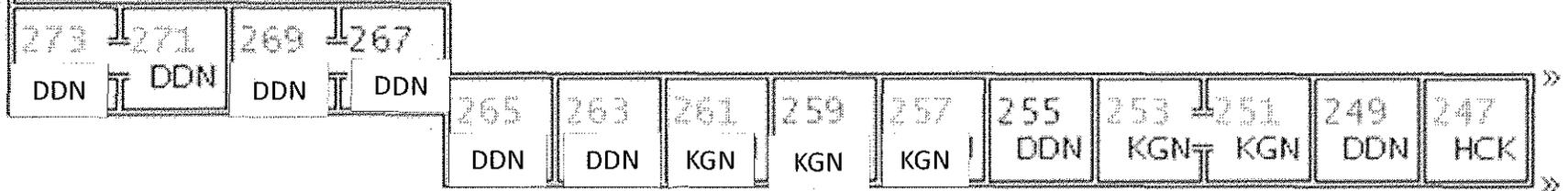
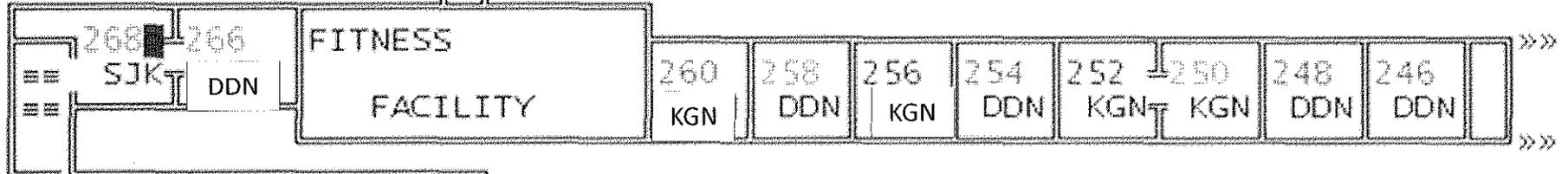
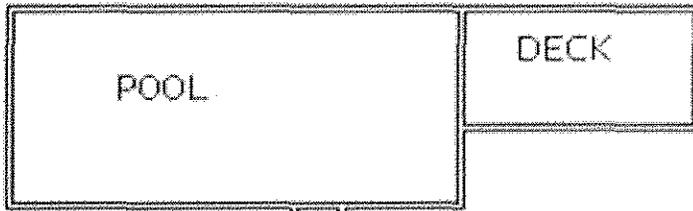
PHONES

ELEVATOR

LOBBY FRONTDESK

TROPHIES

BULLARD'S



VENDING»

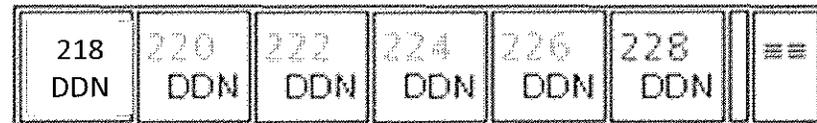
ELEVATOR»

FLOOR

SITTING AREA



PHONES



MEETINGS ROOMS

F

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Foreign Limited Liability Company
Application for Registration
(General Laws Chapter 156C, Section 48)**

XXXXXXXXXXXXXXXXXXXX

(1a) The exact name of the limited liability company:

NEEDHAM CABOT CONCESSIONS, L.L.C.

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

(2) The jurisdiction* where the limited liability company was organized:

DELAWARE

(3) The date of organization in that jurisdiction: 3/30/2015

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

The Company is formed for the purpose of applying for, obtaining and holding of the requisite state licenses and permits for the purchase and sale of alcoholic beverages at the Sheraton Needham Hotel, located at 100 Cabot Street, Needham, Massachusetts, and engaging in any and all activities necessary or incidental to the foregoing.

(5) The business address of its principal office:

100 Cabot St, Needham, MA 02494

(6) The business address of its principal office in the Commonwealth, if any:

100 Cabot St, Needham, MA 02494

(7) The name and business address, if different from principal office location, of each manager:

Mark Zetti

30 S. Wacker Dr., Ste. 3600
Chicago, IL 60606

Diane Fox

30 S. Wacker Dr., Ste. 3600
Chicago, IL 60606

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NEEDHAM CABOT CONCESSIONS, L.L.C." IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF APRIL, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

5720051 8300

150470581



A handwritten signature in black ink, appearing to read "JWBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

AUTHENTICATION: 2265269

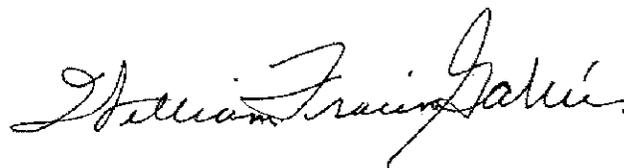
DATE: 04-06-15

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

April 06, 2015 04:03 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Needham Cabot Concessions, LLC	B. Business Name (dba)	SHELDON NEEDHAM		
C. Address	100 Cabot Street	D. ABCC License Number (if existing licensee)	07700001		
E. City/Town	Needham	State	MA	Zip Code	02494
F. Phone Number of Premise	(781) 444-1110	G. EIN of License	47-3616586		

2. PERSONAL INFORMATION:

A. Individual Name	Mark Zetti	B. Home Phone Number			
C. Address	40W553 Old Mill Ct				
D. City/Town	Elgin	State	IL	Zip Code	60124
E. Social Security Number		F. Date of Birth			
G. Place of Employment	Ultima Hospitality, LLC				

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

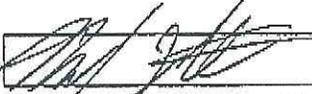
4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

50% Owner of Concessionaire/Alcohol Licensee.

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
*If additional space is needed, please use the last page

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

Signature  Date 3/31/2015

Title LLC Member (If Corporation/LLC Representative)



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

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Needham Cabot Concessions, LLC	B. Business Name (dba)	SHERATON NEEDHAM		
C. Address	100 Cabot Street	D. ABCC License Number (If existing licensee)	07700001		
E. City/Town	Needham	State	MA	Zip Code	02494
F. Phone Number of Premise	(781) 444-1110	G. EIN of License	47-3616586		

2. PERSONAL INFORMATION:

A. Individual Name	Diane Fox	B. Home Phone Number			
C. Address	111 N. Clay Street				
D. City/Town	Hinsdale	State	IL	Zip Code	60521
E. Social Security Number		F. Date of Birth			
G. Place of Employment	Ultima Hospitality, LLC				

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

50% Owner of Concessionaire/Alcohol Licensee.

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.

*If additional space is needed, please use the last page

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

Signature

[Handwritten Signature]

Date

4/6/15

Title

LLC Member

(If Corporation/LLC Representative)



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

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form,
and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee:	Needham Cabot Concessions, LLC	Business Name (dba):	Sheraton Needham		
Address:	100 Cabot Street				
City/Town:	Needham	State:	MA	Zip Code:	02494
ABCC License Number: (if existing licensee)	077000001	Phone Number of Premise:	781-444-1110		

2. MANAGER INFORMATION:

A. Name:	Brian Patrick Smith	B. Cell Phone Number:	401-405-0065
C. List the number of hours per week you will spend on the licensed premises:	40+		

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	B. Date of Naturalization:		C. Court of Naturalization:	
(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)						

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

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

Signature

Date

04/16/2015



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

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):

Address:

City/Town: State: Zip Code:

ABCC License Number: Phone Number of Premise:
(If existing licensee)

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

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

Signature Date

Additional Space

Please note which question you are using this space for.

Manager Application Question 4D Employment Experience

8/2003-4/2009 General Manager, The Procaccianti Group, 1140 Reservoir Ave, Cranston, RI 02920. 401-946-4600.
4/2009-12/2012, VP Operations, Colwen Hotel Management, 230 Commerce Way, Portsmouth, NH 03801. 603-897-6100.
1/2013-12/2013, GM, Pinnacle Hotel Management, 1480 Royal Palm Beach Blvd, Palm Beach, FL 33411. 561-242-9066.
12/2013-Present, GM, Sheraton Framingham, 1657 Worcester Road, Framingham, MA 01701. 508-879-7200.



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

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Needham Cabot Concessions, LLC	B. Business Name (dba)	Sheraton Needham		
C. Address	100 Cabot Street	D. ABCC License Number (If existing licensee)	077000001		
E. City/Town	Needham	State	MA	Zip Code	02494
F. Phone Number of Premise	781-444-1110	G. EIN of License	47-3616586		

2. PERSONAL INFORMATION:

A. Individual Name	Brian P. Smith	B. Home Phone Number			
C. Address	49 Rosemere Road				
D. City/Town	Cumberland	State	RI	Zip Code	02864
E. Social Security Number		F. Date of Birth			
G. Place of Employment	Sheraton Framingham				

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

None. Salaried Manager.

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
*If additional space is needed, please use the last page

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

Signature  Date

Title (If Corporation/LLC Representative)

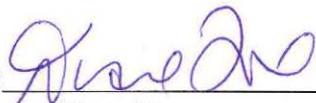
CORPORATE VOTE
APPLICATION FOR LICENSE TRANSFER

This is to certify that at a meeting of the members of

Needham Cabot Concessions, L.L.C.

It was voted to apply to the Licensing Board For Town of Needham for the Transfer of an Innholder All Forms Alcohol License to Needham Cabot Concessions, L.L.C. and to appoint **Brian Smith**, a citizen of the United States, as manager for said corporation, with full authority and control of the licensed premise and of the conduct of all business therein relative to alcoholic beverages as the licensee itself should in any way have and exercise if it were a natural person resident in the Commonwealth.

The foregoing statement is made under penalty of perjury on April 27 2015.

BY: 
Diane Fox

TITLE: Member

**CONCESSION AGREEMENT
FOR FOOD AND BEVERAGE FACILITIES**

THIS CONCESSION AGREEMENT FOR FOOD AND BEVERAGE FACILITIES (this "Agreement") is made and entered into as of _____, 2015 (the "Effective Date"), by and between ULTIMA NEEDHAM, L.L.C., a Delaware limited liability company ("Manager"), and NEEDHAM CABOT CONCESSIONS, L.L.C., a Delaware limited liability company ("Concessionaire").

RECITALS:

- A. Manager manages the Sheraton Needham Hotel located at 100 Cabot Street, Needham, MA (the "Hotel").
- B. Manager desires to engage Concessionaire for the purpose of managing and operating the food and beverage facilities at the Hotel (the "F&B Facilities").
- C. Concessionaire has agreed to manage and operate the F&B Facilities as set forth herein.

NOW, THEREFORE, in consideration of the agreements and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Engagement of Concessionaire. Manager hereby engages Concessionaire to manage and operate the F&B Facilities and the business to be conducted therein (the "Business"), and Concessionaire hereby accepts such engagement. Concessionaire may engage a manager to assist with the operation and management of the Business, including the Manager, provided that in all such instances Concessionaire shall supervise such manager in the management of the Business. Concessionaire shall hold all requisite permits and licenses required to operate the F&B Facilities, including all liquor licenses (the "Liquor Licenses") required by the Massachusetts Alcoholic Beverage Control Commission (the "ABCC"), and the Town of Needham (the "Town") to serve alcoholic beverages at the F&B Facilities.
2. Operation of the F&B Facilities. The parties agree that the F&B Facilities shall be used for the purpose of serving food and beverages to guests of the Hotel and activities incident thereto. Concessionaire shall not knowingly cause the F&B Facilities to be used in a manner inconsistent with the terms and conditions of the current franchise or membership agreement relating to the Hotel and any subsequent or replacement franchise or membership agreement (in each case, the "Franchise Agreement") or the management agreement relating to the Hotel (the "Management Agreement") to which the Concessionaire is not a party or signatory. Concessionaire acknowledges that it has had the opportunity to review the Franchise Agreement

and the Management Agreement. Manager shall provide Concessionaire with copies of all amendments to the Franchise Agreement and the Management Agreement.

3. Conduct of Business. Concessionaire shall provide food and alcoholic beverage services as may be required of a holder of the Liquor Licenses by the ABCC or the Town. Concessionaire shall (i) enter into contracts, from time to time, for the purchase and delivery of all supplies (including, without limitation, all alcoholic beverages) relating to the Business; (ii) supervise the conduct of the Business, and (iii) supervise all persons engaged in the operation of the Business.

4. License To Use Facilities. Manager hereby grants to Concessionaire and its agents and invitees the right to enter and use such portions of the F&B Facilities as necessary for the Business, subject to the terms and conditions of this Agreement. This right to enter and use the F&B Facilities shall be evidence of site control for the purpose of Concessionaire's obligations under this Agreement.

5. Term. The term of this Agreement shall commence on the Effective Date, and shall continue for a period of one (1) year, and shall automatically be renewed for successive one-year periods unless earlier terminated by either party by providing not less than thirty (30) days' written notice to the other party hereto (the "Term"); provided, however, that Manager, in its sole discretion, may terminate this Agreement at any time upon thirty (30) days' written notice to Concessionaire. In all events, this Agreement shall terminate in its entirety upon the sale of the Hotel (and in such event, Manager shall give Concessionaire notice thereof at least thirty (30) days in advance of the anticipated closing of such sale). Notwithstanding the foregoing or anything to the contrary contained herein, no termination of this Agreement shall be effective unless Owner consents thereto (and Owner is hereby deemed to be an intended third party beneficiary of this sentence).

6. Compliance. Concessionaire shall use commercially reasonable efforts to assure compliance throughout the Term with the ABCC and the Town and all related laws, ordinances and regulations pertaining to the operation of the F&B Facilities and the conduct of the Business. Concessionaire, at Manager's expense, shall maintain and renew the Liquor Licenses issued by the ABCC and the Town for the F&B Facilities.

7. Concession Fee. In consideration of the right to operate the F&B Facilities, Concessionaire shall pay or cause to be paid to Manager a concession fee in the amount of \$183,088.66 per month (the "Concession Fee") during the Term. The Concession Fee may be amended from time to time by written agreement signed by both Concessionaire and Manager, and is at all times subject to the terms set forth in the Management Agreement.

8. Revenues and Expenses; Books and Records. Subject to making the payments described in Section 7 above, and notwithstanding anything to the contrary in the Management Agreement or the Franchise Agreement, Concessionaire shall be entitled to all proceeds and revenues from operations of the F&B Facilities and will be responsible for all expenses associated with the Business, including, but not limited to sales tax on all sales of food and beverages at the F&B Facilities. Concessionaire shall maintain or cause to be maintained

complete and accurate books and records relating to the operation of the Business and the F&B Facilities. Concessionaire shall from time to time, upon Manager's reasonable request, provide access to Manager to review all books and records relating to the F&B Facilities and the Business. Concessionaire shall be granted and shall maintain complete dominion and control of the sale and service of alcohol and rights and responsibilities of a Massachusetts Alcohol Licensee pertaining thereto.

9. (a) Insurance. Throughout the Term, Manager shall maintain all policies of insurance required to be maintained by Manager under the Management Agreement. Concessionaire and its members and officers shall be named as an additional insureds on all such policies, when applicable, except as otherwise required by the ABCC and the Town. Manager shall make available to Concessionaire copies of any policies, and certificates and declaration pages relating to such policies.

(b) Waiver of Subrogation. When applicable, Manager shall have all policies of insurance provide that the insurance company will have no right to subrogation against Concessionaire or any of its agents or employees or affiliates. Manager waives any claim against Concessionaire for any liability, cost or expense (including attorney's fees and disbursements) arising out of any insured claim, in part or in full, of any nature whatsoever. The parties agree that all policies of insurance to be procured by Manager shall permit the foregoing waiver.

10. Title to Alcoholic Beverage Inventory. Concessionaire shall own all alcoholic beverage inventory purchased for use in the Business. In the event the Liquor Licenses are transferred for any reason, title to the alcoholic beverage inventory shall be transferred to the transferee at its wholesale cost value at the time of such transfer, subject to applicable regulatory requirements. The parties hereto acknowledge that the F&B Facilities (which includes, without limitation, all cooking and serving equipment and fixtures, tables, chairs, stools, flatware, glassware, dishes and cloth napkins and tablecloths) are owned by WCP Needham, L.L.C., a Delaware limited liability company ("Owner").

11. Cooperation in the Event of Sale, Transfer or Termination. In the event of a sale or transfer of the Hotel, or a transfer of the Hotel pursuant to a foreclosure or deed in lieu of foreclosure by the holder of a first-lien mortgage secured by a fee or leasehold interest in the Hotel (a "Lender"), or bankruptcy or receivership of Owner, or the termination of this Agreement, Concessionaire shall, at the request of Manager or Lender, as applicable, cooperate with Manager, Lender, the buyer or transferee, and their respective assigns and designees by performing each of the following: (a) notwithstanding anything to the contrary contained herein, Concessionaire shall continue to operate the F&B Facilities and conduct the Business pursuant to this Agreement for a period not to exceed one hundred eighty (180) days after such sale, transfer or termination, pending the transfer of the Liquor Licenses to Lender, the buyer or transferee, or their respective assigns and designees, as the case may be; and (b) Concessionaire shall execute, within three (3) business days after receipt by Concessionaire, all forms reasonably required by Manager or Lender and required by the ABCC or Town to be completed by Concessionaire in order to transfer the Liquor Licenses to operate the F&B Facilities, including but not limited to escrow instructions. Without limitation on the foregoing, at the request of (i) Manager in connection with a sale or transfer of the F&B Facilities or a termination of this Agreement or (ii) Lender in connection with a foreclosure or deed-in-lieu of foreclosure, to the extent permitted

under applicable laws, Concessionaire shall cooperate in transferring the Liquor Licenses to Manager, Lender, such buyer or transferee or their designees. Termination of this Agreement shall terminate all further rights and obligations of the parties hereunder, except that such termination shall not prejudice the rights of either party against the other for any breach of this Agreement or any obligations accrued prior to such termination. Without limitation on the generality of the foregoing, Manager's termination of this Agreement shall terminate any and all rights of Concessionaire to enter into or operate the F&B Facilities (except to the extent Manager, Lender, a buyer or transferee requests Concessionaire to do so pursuant to the terms of this Section 11). Upon the expiration of the Term or any earlier termination as herein provided, (i) Manager and Concessionaire shall agree on a final accounting of the Business; (ii) Concessionaire shall deliver to Manager all materials and supplies, contracts and documents, and such other accounting papers, books and records pertaining to the F&B Facilities and the Business in Concessionaire's possession; and (iii) surrender and deliver to Manager possession of the Facilities. The provisions of this Section 11 shall survive the termination of this Agreement. Notwithstanding anything herein to the contrary, the parties intend Lender to be a third party beneficiary of this Section 11.

12. Subordination. This Agreement is hereby subordinated to the Management Agreement and the Franchise Agreement, and all present and future mortgages, deeds of trust and other encumbrances affecting the Hotel and the F&B Facilities. Concessionaire agrees to execute any instrument which may be deemed necessary to further effect the subordination of this Agreement to the Management Agreement, the Franchise Agreement or any mortgage, deed of trust or encumbrance.

13. Miscellaneous.

A. Further Instruments. Each party will, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement.

B. Entire Agreement; Amendments; Captions. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. This Agreement may be amended by written agreement of amendment executed by both parties hereto, but not otherwise. Section headings shall not be used in construing this Agreement.

C. No Waiver. No waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party, whether or not the first party knows of such breach at the time it accepts such payment or performance. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

D. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Massachusetts (without taking into account conflicts of law).

E. Successors and Assigns. Concessionaire may not assign or transfer its rights or obligations under this Agreement except upon (i) request of Manager or (ii) request of Owner or Owner's successors or assigns (in which event such transferee shall assume in writing all of the transferor's obligations hereunder, but such transferor shall not be released from its obligations hereunder). Manager (without Concessionaire's consent) shall have the right to assign all of its rights under this Agreement to Owner, to any affiliate of Owner or to any successor property manager (in which event (x) the assignee shall assume all of Manager's obligations under this Agreement that arise from and after the effective date of such assignment, and (y) Concessionaire shall continue perform all of its obligations hereunder for the benefit of such assignee as if such assignee were an original party to this Agreement). No consent given by Manager to any transfer or assignment of Concessionaire's rights or obligations hereunder shall be construed as a consent to any other transfer or assignment of Concessionaire's rights or obligations hereunder. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties. The Parties understand and agree that no assignment by Concessionaire shall operate to transfer ownership of the Liquor Licenses and that the Liquor Licenses may be transferred only by the ABCC and the Town according to the provisions of applicable Massachusetts law.

F. Conflict. In the event any term or provision in this Agreement conflicts with any term or provision in the Management Agreement, such term or provision in the Management Agreement shall prevail.

G. Counterparts; Electronic Delivery. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document. Signed counterparts delivered by fax or email shall be deemed originals for all purposes.

H. Notices. Any notice which a party is required or may desire to give the other shall be in writing and shall be sent by U.S. mail, return receipt requested or by overnight courier, signature required to the addresses established for delivery below. Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

If to Concessionaire: Needham Cabot Concessions, L.L.C.
30 South Wacker Drive, Suite 3600
Chicago, IL 60606
Facsimile: (312) 476-2326

Attention: Diane Fox and Mark Zettl

If to Manager: Ultima Needham , L.L.C.
30 South Wacker Drive, Suite 3600
Chicago, IL 60606
Facsimile: (312) 476-2326
Attention: Erin Ankin, Esq.

I. Indemnification by Manager. Manager shall indemnify, defend and hold Concessionaire (in its capacity as Concessionaire under this Agreement and not in any other capacity) and its members and officers harmless from and against any claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including, without limitation, interest, penalties and reasonable attorneys' fees (collectively, "Claims"), which arise, result from or relate to (i) Concessionaire's position as the Concessionaire under this Agreement, and (ii) the operation of the Business and the F&B Facilities under this Agreement. Manager shall also indemnify Concessionaire for any act or omission by Manager constituting the gross negligence or willful misconduct by Manager. The indemnification obligation set forth in this subsection I shall not apply to the extent that Concessionaire recovers proceeds under any insurance policy in connection with the matters covered by this indemnity, or to any Claims suffered by Concessionaire as a result of Concessionaire's gross negligence, fraud, willful or wanton misconduct. The provisions of this subsection I shall survive termination of this Agreement.

[signature page attached]

SIGNATURE PAGE TO CONCESSION AGREEMENT FOR
FOOD AND BEVERAGE FACILITIES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first
written above.

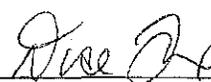
CONCESSIONAIRE

Needham Cabot Concessions, L.L.C.,
a Delaware limited liability company

By: 
Name: MARK ZETTL
Its: AUTHORIZED SIGNATORY

MANAGER

Ultima Needham, L.L.C.,
a Delaware limited liability company

By: 
Name: DIANE FOX
Its: AUTHORIZED SIGNATORY



**LEGAL NOTICE
TOWN OF NEEDHAM**

Application for a Transfer of an All Alcoholic Liquor License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Needham Cabot Concessions, LLC d/b/a Sheraton Needham, Brian Smith, Manager, has applied for the transfer of a license to sell alcoholic beverages (seven days) as a Hotel. The premises consists of 5 floors, 10 meeting rooms and function rooms, 247 guest rooms, restaurant, sports bar, health and fitness area, and gift shop/business center.

IT IS ORDERED that a public hearing be held for said application at the office of the Board of Selectmen acting as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 26th day of May 2015 at 7:00 o'clock p.m.

Board of Selectmen
Licensing Board for the Town of Needham



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 05/26/2012

Agenda Item	Public Hearing – Transfer of All Alcoholic Beverages License Fu Yuan, Inc. d/b/a Fuji Steak House located at 1430 Highland Avenue
Presenter(s)	Zhong Wen Huang, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
<p>Zhong Wen Huang is requesting a transfer of license to sell All Alcoholic beverages as a restaurant located at 1430 Highland Avenue from Tian Long, Inc., Ying Zhang, Manager, to Fu Yuan, Inc. The premise has a rear entrance and exit from kitchen and emergency exit on Highland Place, and a dining area consisting of three rooms on one floor, street level. Mr. Wen Huang also seeks a waiver of Town of Needham Regulations for the Sale of Alcoholic Beverages:</p> <ul style="list-style-type: none"> • Section 3.1 Service Bar/Waiting Area 			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
<p>Suggested Motion: That the Board of Selectmen vote to approve the application for a transfer of an All Alcohol License under the Town of Needham Regulations Applicable to The Sale of Alcoholic Beverages in Restaurants and Function Rooms to Fu Yuan, Inc. d/b/a Fuji Steak House, Zhong Wen Huang, Manager, including a waiver of the Town of Needham Regulations for the Sale of Alcoholic Beverages, Section 3.1 and to forward the approved Alcohol License Transfer application to the ABCC for an approval.</p>			
3.	BACK UP INFORMATION ATTACHED	YES	NO
<ol style="list-style-type: none"> 1) Cover Letter 2) Application of License 3) Site Plan 4) Vote of Corporate Board 5) Manager Application 6) Petition for Transfer of Ownership 7) Transfer Agreement 8) Lease Agreement 9) Legal Notice Information 			

Christopher E. Coleman, Esq., PC

128 Lincoln Street, Suite 103, Boston, MA 02111

Tel : 617-350-6188 Fax: 617-350-3188

E-mail : attorneycoleman@gmail.com

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN
2015 MAY -1 A 9:48

April 29, 2015

**Town of Needham
Board of Selectmen
1471 Highland Avenue
Needham, MA 02492**

Re : Application for the Transfer of License
Transferor: Tian Long, Inc.
Transferee: Fu Yuan, Inc.
d/b/a Fuji Steak House
1430 Highland Avenue, Needham, MA 02492

Dear Sir or madam,

This office represents the applicant, Fu Yuan, Inc. on the above referenced application.

The business owner has re-organized the business structure. The major shareholders and management of the Tian Long, Inc. (Transferor) had formed a new Corporation entity named as Fu Yuan, Inc. and desire to transfer the business assets of the Fuji Steak House located at 1430 Highland Avenue, Needham, MA to that new Corporation, Fu Yuan, Inc.

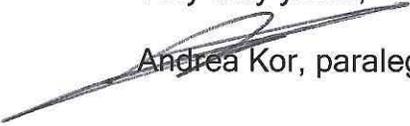
The business nature of the restaurant will remain as a high class Japanese hibachi restaurant. The layout of the restaurant, seating capacity, menu and the hours of operation will all remain unchanged.

Enclosed please find the completed application and other required documents for the Transfer of License.

Please don't hesitate to contact us if you have any questions.

Thank you

Very truly yours,


Andrea Kor, paralegal

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Needham

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual)

B. Business Name (if different) :

C. Manager of Record:

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises:

City/Town:

State:

Zip:

F. Business Phone:

G. Cell Phone:

H. Email:

I. Website:

J. Mailing address (if different from E.):

City/Town:

State:

Zip:

2. TRANSACTION:

- New License New Officer/Director Transfer of Stock Issuance of Stock Pledge of Stock
- Transfer of License New Stockholder Management/Operating Agreement Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual (6) Day to (7)-Day License Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- \$12 Restaurant \$12 Hotel \$12 Club \$12 Veterans Club \$12 Continuing Care Retirement Community
- \$12 General On-Premises \$12 Tavern (No Sundays) \$15 Package Store

4. LICENSE CATEGORY:

- All Alcoholic Beverages Wine & Malt Beverages Only Wine or Malt Only
- Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- Annual Seasonal

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Andrea Kor, paralegal of Christopher E. Coleman, Esq., PC

ADDRESS: 128 Lincoln St., Suite 103

CITY/TOWN: Boston STATE: MA ZIP CODE: 02111

CONTACT PHONE NUMBER: 617-350-6188 FAX NUMBER: 617-350-3188

EMAIL: attorneycoleman@gmail.com

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

Rear entrance and exit from kitchen and emergency exit on Highland Place, south of dining area and consisting of three rooms on one floor, street level.

Total Square Footage: 5,000 sq.ft. Number of Entrances: 1 Number of Exits: 1

Occupancy Number: 120 Seating Capacity: 120

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Final Assignment of Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Trust Other:

Name: Argyrios and Sons Realty Trust Phone: 617-694-5972

Address: 165 Palmer St. City/Town: Arlington State: MA Zip: 02474

Initial Lease Term: Beginning Date 07/26/2004 Ending Date 06/30/2024

Renewal Term: None Options/Extensions at: None Years Each

Rent: \$114,000.00 Per Year Rent: \$9,500.00 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
 Yes No

IMPORTANT ATTACHMENTS (4):

1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:

The Applicant is a(n):

Corporation

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

04/01/2015

State of Incorporation/Organization: Massachusetts

Is the Corporation publicly traded? Yes No

10. INTERESTS IN THIS LICENSE:

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS (5):

A. All individuals or entities listed below are required to complete a Personal Information Form.

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Zhong Wen Huang	Pres/Treas/Secre/Director	55%	N/A
Jian Ning Zeng	Director	15%	N/A
Xing Liang Hang	Director	10%	N/A
Ying Zeng	Shareholder	10%	N/A
Hai Ying Xu	Shareholder	10%	N/A

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list said interest below:

Name	License Type	Licensee Name & Address
Zhong Wen Huang	§12 Restaurant	Tian Yu, Inc. at 200 Boston Post Road East Marlboro, MA 01752
Hai Ying Xu	§12 Restaurant	Tian Yu, Inc. at 200 Boston Post Road East Marlboro, MA 01752
	Please Select	

*If additional space is needed, please use last page.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes No If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No
2. Are you a Massachusetts Residents? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are all Directors/LLC Managers U.S. Citizens? Yes No
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No
3. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes No
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	<input type="text"/>
B. Purchase Price for Business Assets:	\$1.00
C. Costs of Renovations/Construction:	<input type="text"/>
D. Initial Start-Up Costs:	<input type="text"/>
E. Purchase Price for Inventory:	<input type="text"/>
F. Other: (Specify)	<input type="text"/>
G: TOTAL COST	\$1.00
H. TOTAL CASH	\$1.00
I. TOTAL AMOUNT FINANCED	<input type="text"/>

IMPORTANT ATTACHMENTS (6): Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

No money transaction, application is for the re-organization purpose.

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

Name	Dollar Amount	Type of Financing
N/A		

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes No

If yes, please describe:

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license? Yes No

1. If yes, to whom:

2. Amount of Loan: 3. Interest Rate: 4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? Yes No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? Yes No

If yes, to whom:

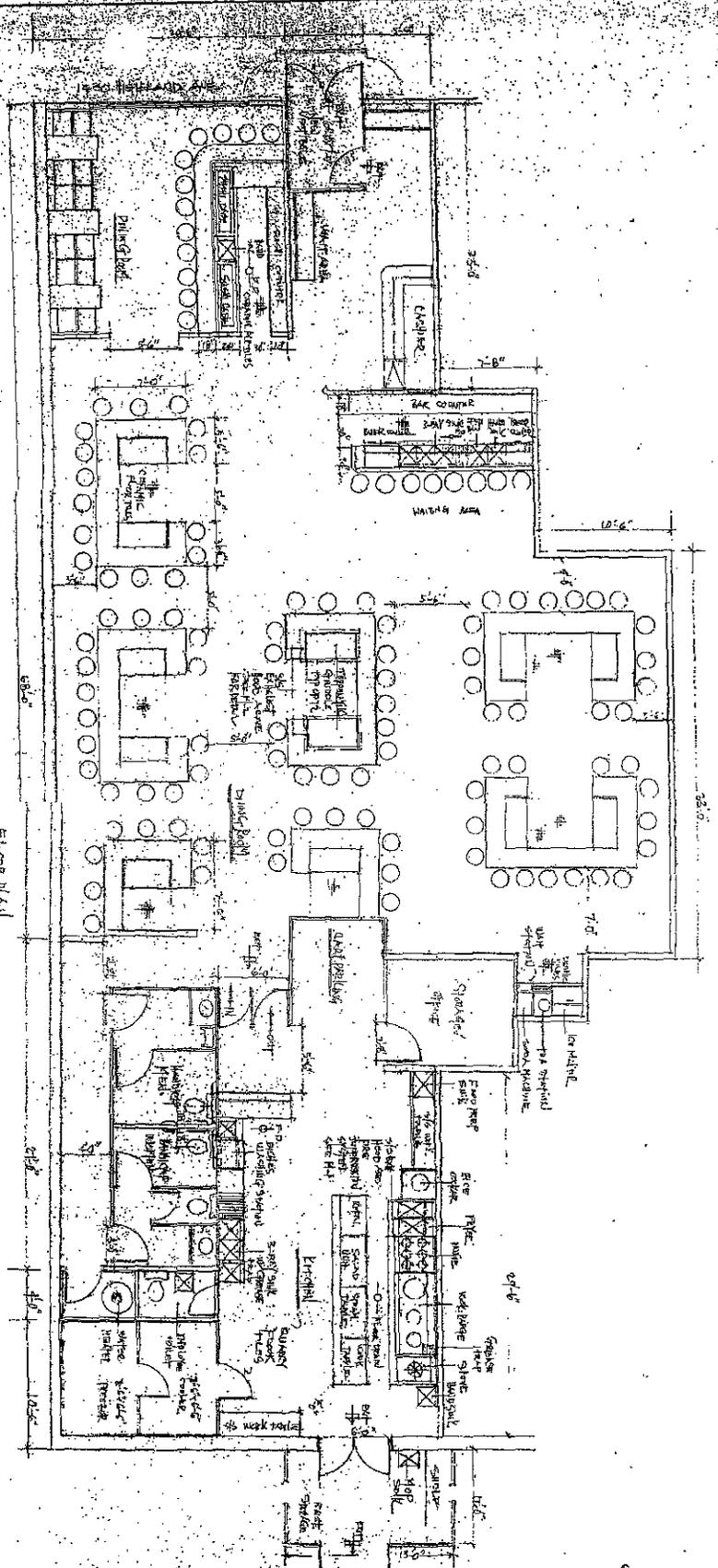
IMPORTANT ATTACHMENTS (7): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: Yes No

21. ANTICIPATED OPENING DATE:

**IF ALL OF THE INFORMATION AND
ATTACHMENTS ARE NOT COMPLETE
THE APPLICATION WILL BE
RETURNED**



SEATING CAPACITY:
 Part 1 8
 Social 12
 Private 12
 Total: 32
 B.R.G.

TOTAL 128 SEATS

PROPOSED TEPPANYAKI RESTAURANT
 1430 HIGHLAND AVE.
 NEAR HENRY & MASS



FU YUAN, INC.
CORPORATE VOTE

At a meeting of the Board of Directors of the **FU YUAN, INC.**, held at Boston, Massachusetts on February 20, 2015. It was duly voted that the Corporation apply to the Town of Needham Board of Selectmen for an All Alcoholic and Common Victualler's License, to be exercised on the premises located at: 1430 Highland Avenue, Needham, Massachusetts

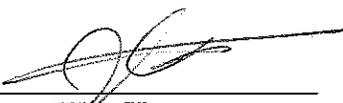
“VOTED; That to consent to the Corporation accepts the transfer of the business assets including the restaurant liquor license for conducting a restaurant business located at 1430 Highland Avenue, Needham, Massachusetts, from the Tian Long, Inc.

“VOTED; To authorize Zhong Wen Huang, as president of the Corporation, to sign the Transfer Agreement and any necessary documents in the name and on behalf of the Corporation required relative to the transfer of restaurant assets.”

“VOTED; To authorize Zhong Wen Huang, as president of the Corporation, to sign the application for the license in the name of the Corporation and to execute in its behalf any necessary papers, and to do all things required relative to the granting of the license.”

“VOTED; To appoint Zhong Wen Huang as manager of the Corporation with as full authority and control of the premises described in the license of the Corporation and of the conduct of all business therein relative to alcoholic beverages as the license itself could in any way have and exercise if it were a natural person resident in the Commonwealth of Massachusetts and that a copy of this vote duly certified by the president of the Corporation and delivered to said manager or principal representative shall constitute the written authority required by Sec. 26, Chapter 138, G.L.”

This Corporation has not been dissolved as of the date of this certificate.



Zhong Wen Huang, secretary



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

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):

Address:

City/Town: State: Zip Code:

ABCC License Number: (If existing licensee) Phone Number of Premise:

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

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

Signature Date



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

PETITION FOR TRANSFER OF OWNERSHIP

77000008

ABCC License Number

Needham

City/Town

The licensee Tian Long, Inc. and the proposed transferee Fu Yuan, Inc. respectfully petition the Licensing Authorities to approve the following transfer of ownership.

Is the PRESENT licensee a Corporation/LLC duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Zhong Wen Huang	President	115 West Squantum St., Apt. 709, Quincy, MA	50,000 shares
*Ying Zhang	Treasurer/Director	115 West Squantum St., Apt. 808, Quincy, MA	40,000 shares
*Jian Ning Zeng	Secretary /Director	25 Patterson Way, Apt. 449, S. Boston, MA 02127	10,000 shares
*Chung Yum Wong	Director	8205 54 Ave., 1 Fl, Elmhurst, NY	14,000 shares

Is the PROPOSED transferee a Corporation/LLC, duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
*Zhong Wen Huang	Pres/Treas/Secre/Director	115 West Squantum St., Apt. 709, Quincy, MA	55%
*Jian Ning Zeng	Director	41 Harvard St., Quincy, MA 02170	15%
*Xing Liang Huang	Director	115 W. Squantum St., Apt. 709, Quincy, MA	10%
Ying Zeng	Shareholder	115 W. Squantum St., Apt. 709, Quincy, MA	10%
Hai Ying Xu	Shareholder	115 W. Squantum St., Apt. 918, Quincy, MA	10%

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE:

(If a Corporation/LLC, by its authorized representative)

Date Signed 4/1/2015

SIGNATURE OF PROPOSED TRANSFEREE:

TRANSFER AGREEMENT

Agreement dated this 20th day of February 2015, between **TIAN LONG, INC.**, a Massachusetts Corporation, with its principal office at 1430 Highland Avenue, Needham, MA 02492, (hereinafter the "Transferor") and **FU YUAN, INC.**, a Massachusetts corporation, with its principal offices at 1430 Highland Avenue, Needham, MA 02492, or its designee (hereinafter the "Transferee").

Recitals

WHEREAS, the Transferor is the holder of a certain all alcoholic beverage restaurant license (hereafter "License") authorizing it to sell all alcoholic beverages, in a 5,000 ± square feet of ground floor retail unit in mall located and numbered as 1430 Highland Avenue, Needham, MA, (hereinafter "Licensed Premises"); and

WHEREAS, the Transferor is the owner of the personal property, all trade fixtures, furniture and equipment which are presently located on the Licensed Premises for the operation of the Transferor's restaurant on the Licensed Premises, (hereinafter collectively "Business Assets").

WHEREAS, the Transferor desires to transfer the License to the Transferee and the Transferee desires to accept the same.

THEREFORE, the parties have agreed the follows:

I. **Transfer of License**. Subject to the terms and conditions hereinafter set forth, for good and valuable consideration and in consideration of one (\$1.00) dollar, Transferor agree to sell, transfer, assign and delivery to Transferee of all right, title and interest in and to the said License and Business Assets held by Transferor free and clear of any and all claims, liens, charges, security interests, pledges or encumbrance of any nature whatsoever.

II. **PROVISIONS RELATING TO LICENSE TRANSFER**

A. The Transferee shall, as soon as practicable, petition the Licensing Board for approval of the transfer of the License. All procedures for the approval of said sale, transfer, and assignment shall be at the sole expense of the Transferee and the Transferor's sole duty in securing the approval of said transfer shall be to fully cooperate with the Transferee and attend any hearings that may be necessary or desirable to effectuate such license transfer.

B. Intentionally deleted

C. **Delivery of Instruments**

Upon the execution of this Agreement, Transferor shall deliver the following documents to the Transferee.

- (i) A certificate of good standing issued by the Massachusetts Department of Revenue to Tian Long, Inc.
- (ii) A Petition for transfer of ownership form executed by the Transferor.

D. Transferor's Warranties

The Transferor warrants and represents to Transferee as follows:

- a. That it holds the License free and clear of all liens, and that the same is in full force and effect, validly issued and will be unencumbered on the date of transfer;
- b. Transferor is a validly existing Massachusetts Corporation and has entered into no written agreement or contract which would prevent the sale of the License and there is no provision in its Articles of Incorporation, By-law or any indenture to which the Transferor is a party which prohibits the execution, delivery, or performance of this Agreement;
- c. The Transferor is in good standing with the License Commission and ABCC and is not on any delinquency list under General Laws Chapter 138, Section 25 and there are no outstanding violations or proceedings against or with respect to said License;
- d. Transferor is not a party to any judicial or quasi – judicial lawsuits, proceedings or injunctions or any local or state regulatory proceedings and to the best of its knowledge there are no unpaid judgments outstanding relative to the Licensed Premises or its use as a restaurant nor are there any pending claims against Transferor.
- e. That all representations shall be true as of the date of closing as if made on said day and shall survive the date of license transfer.

IV. ADDITIONAL PROVISIONS

- a. If the Transferor or Transferee executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Transferor nor the Transferee so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied hereunder.
- b. The Transferor acknowledges that the Transferee has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing.

- c. This Agreement cannot be modified, changed, discharged, or terminated except in writing signed by the parties, and it shall be binding upon the heirs, successors, and assigns of the respective parties hereto.
- d. This Agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon them and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors, and assigns and may be cancelled, modified, or amended only by written instrument executed by both the Transferor and Transferee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.

Transferor
Tian Long, Inc.

Transferee
Fu Yuan, Inc.

By:

By:



President, duly authorized

President, duly authorized

ASSIGNMENT AND LESSOR'S CONSENT TO ASSIGNMENT

Agreement made this 1st day of April 2015, by and between Tasos Georgacopoulos, Trustee of **Argyrios and Sons Realty Trust**, with a usual place of business at 163 Palmer Street, Arlington, MA 02474, (hereinafter referred to as the "LESSOR"), **Tian Long, Inc.**, a Massachusetts Corporation, with a usual place of business at 1430 Highland Avenue, Needham, MA 02492, (hereinafter referred to as "ASSIGNOR"), and **Fu Yuan, Inc.**, a Massachusetts Corporation, with a usual place of business at 1430 Highland Avenue, Needham, MA 02492, (hereinafter referred to as "ASSIGNEE"), and **Zhong Wen Huang**, of 115 W. Squantum St., Apt. 709, Quincy, MA, (hereinafter referred to as "GUARANTOR").

WHEREAS, LESSOR is the current owner of the real property located and numbered as 1424-1430 Highland Avenue, Needham, Massachusetts 02492;

WHEREAS, reference is made to a certain lease agreement ("Lease") executed on or about May 11, 2004, with a term of fifteen (15) years commenced on July 26, 2004, and expiring on June 30, 2019, LESSOR leased to ASSIGNOR a portion of the building located at 1424-1430 Highland Avenue, Needham, Massachusetts, containing approximately 5,000 square feet of first floor space, included an additional space as provided under the Addendum "A" To Commercial Lease executed on October 28, 2004, (hereinafter referred to as the "LEASED PREMISES"), as amended by the First Amendment of Commercial Lease Agreement dated May 20, 2011, the lease term has been extended to June 30, 2024;

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns and sets over unto ASSIGNEE all of ASSIGNOR's right, title and interest in and to the Lease and the Leased Premises, including the security deposit (if any), to have and to hold unto ASSIGNEE, its successors or assigns for all the remaining term of the Lease and all extensions thereof, and the parties hereto agree as follows:

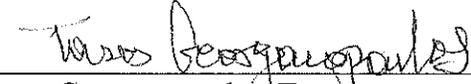
1. ASSIGNOR represents and warrants that he has the right to assign the aforesaid Lease. ASSIGNOR further covenants with the ASSIGNEE that the Leased Premises now are free and clear of any judgment, executions, taxes, assessments, claims and encumbrances whatsoever except as otherwise provided in the Lease. ASSIGNOR, ASSIGNEE and GUARANTOR indemnify LESSOR from any judgment, executions, taxes, assessments, claims and encumbrances whatsoever that may now exist or may arise in the future.

2. ASSIGNEE, for the benefit of ASSIGNOR and LESSOR, hereby assumes and agrees that from the effective date of this Assignment, ASSIGNEE will make all payments due under the Lease and duly perform and observe all the terms, covenants and conditions of the Lease required to be performed and observed by the ASSIGNOR for the remainder of the term of said Lease and all extensions thereof. All payments due under the Lease shall be made directly by ASSIGNEE to LESSOR.
3. LESSOR and ASSIGNOR hereby warrant and represent that (a) the Lease being assigned and incorporated by reference has not been amended, terminated, or modified in any respect except as herein noted; (b) the Lease is in full force and effect and that ASSIGNOR is current in the payment of its rent and additional rent and has paid all amounts due to the LESSOR as the effective date of this Assignment, subject to paragraph 5 of this Assignment. The consent of the
4. ASSIGNEE agrees to indemnify and hold LESSOR harmless from any injuries, losses or costs resulting from the operation of the restaurant business within the Leased Premises or from the occupation of the Leased Premises.
5. ASSIGNOR owes LESSOR an outstanding real estate taxes in the amount of Forty Two Thousand (\$42,000.00) Dollars. It is agreed that the amount of \$42,000.00 shall be due and paid by ASSIGNEE in 120 monthly installments with no interest, said payments to be in the amount of Three Hundred Fifty (\$350) Dollars per month, commencing as of April 1, 2015, such monthly payment of \$350.00 shall be paid on the first day of each month with the payment of Base Rent to the LESSOR. In the event that ASSIGNEE intends to sell the business assets to a third party with LESSOR's written consent to an Assignment, then ASSIGNEE shall payoff the remaining balance of the outstanding real estate taxes to LESSOR prior to or on the time of closing the transaction of ASSIGNEE's sale of business assets.
6. ASSIGNEE agrees to grant a UCC first security position on all of the equipment and all other assets of ASSIGNEE performance of ASSIGNEE's obligation under paragraph 5 of this Assignment.
7. The GUARANTOR, Zhong Wen Huang, agrees to remain personally liable for all payments, terms and performance of the Lease for the entire lease term.

This Assignment shall be deemed a part of the Lease. All of the provisions of the Lease shall remain in full force and effect and are hereby ratified. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.

Executed as a sealed instrument as of the date first written above.

LESSOR



Tasos Georgacopoulos, Trustee
Argyrios and Sons Realty Trust

4/8/15
Date

ASSIGNOR

Tian Long, Inc.


By: Zhong Wen Huang, president
Duly authorized

04/01/2015
Date

ASSIGNEE

Fu Yuan, Inc.


By: Zhong Wen Huang, president
Duly authorized

04/01/2015
Date

GUARANTOR



By: Zhong Wen Huang, individually

04/01/2015
Date

FIRST AMENDMENT OF COMMERCIAL LEASE AGREEMENT

This First Amendment of Commercial Lease Agreement (the "First Amendment") is made this 20th day of May 2011. Reference is made to a certain lease (hereinafter "Lease") dated May 11, 2004 between Tasos Georgacopoulos, Trustee of Argyrios and Sons Realty Trust, u/d/t January 14, 1983, and recorded at Norfolk Registry of Deeds at Book 6105, Page 320 (hereinafter "Lessor") and Tian Long, Inc., a Massachusetts corporation with an address of 1430 Highland Ave., Needham, MA 02492 (hereinafter "Lessee") for a portion of property known as 1424 - 1430 Highland Avenue, Needham, Massachusetts 02492.

For adequate consideration and the mutual promises contained herein, the undersigned hereby agree to amend the lease term of the Lease as follow:

1. EXTENDED LEASE TERM

Extend the Lease expiration date to June 30, 2024.

2. BASE TERM DURING THE EXTENDED LEASE TERM

<u>Lease Period</u>	<u>Monthly Base Rent</u>
July 1, 2019 to June 30, 2022	\$10,600.00
July 1, 2022 to June 30, 2024	\$11,100.00

3. ENTIRE AGREEMENT

This First Amendment, together with the Lease, constitute the final, complete and exclusive statement of the agreement between the parties pertaining to their subject matter, and supersede any and all prior and contemporaneous understandings or agreements of the parties.

5. MODIFICATION

This First Amendment may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, modification or amendment of this First Amendment shall be binding unless it is in writing and signed by both parties.

TL *f. 20*

6. **INCONSISTENCY**

If there is conflict between the First Amendment and the original Lease or any earlier amendment, the terms of this First Amendment will prevail.

7. **LEASE TERMS AFIRMED**

Except as herein modified, the Lease and all its terms, covenants and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of this 20th day of May 2011.

Lessor:


Tasos Georgacopoulos, Trustee
Argyriōs and Sons Realty Trust

Lessee:


Ying Zhang, Director
Duly authorized

COMMERCIAL LEASE

1. Parties Tasos Georgacopoulos, Trustee of Argyrios and Sons Realty Trust, u/d/t dated January 14, 1983, and recorded at Norfolk Registry of Deeds at Book 6105, Page 320, of 163 Palmer Street, Arlington, Massachusetts 02474, LESSOR, which expression shall include his heirs, successors, and assigns where the context so admits, does hereby lease to Tian Long, Inc., a Massachusetts corporation with an address of 1430 Highland Ave., Needham, MA 02492, LESSEE, which expression shall include its successors, executors, administrators, and assigns where the context so admits; and Zhong Wen Huang of 20 Pine Street, Apt. 2, Boston, MA 02111 as Guarantor. The LESSEE hereby leases the following described premises:

2. Premises A portion of the building located at 1424-1430 Highland Avenue, Needham, Massachusetts 02492, said portion containing approximately 5000sq. ft., said premises being used as a restaurant. LESSEE shall also have the right, in common with others entitled thereto, to use the parking area located adjacent to the building for parking automobiles for employees, customers, suppliers and visitors of LESSEE.

3. Term The term of this lease shall be for fifteen (15) years commencing on July ²⁶, 2004 and ending on June 30, 2019

TB *W*

4. Rent A. Base Rent

1. From July 1, 2004 to June 30, 2007, the LESSEE shall pay to the LESSOR Base Rent at the rate of \$96,000.00 dollars per year, payable in advance in monthly installments of \$8000.00. Payments of Base Rent shall commence on July 1, 2004, and on the first day of each month thereafter. All rent, including Base Rent described in this paragraph and Additional Rent described in this Lease, shall be payable without offset or deduction.

2. From July 1, 2007 to June 30, 2011, the LESSEE shall pay to the LESSOR Base Rent at the rate of \$102,000.00 dollars per year, payable in advance in monthly installments of \$8500.00. Payments of Base Rent shall commence on July 1, 2007, and on the first day of each month thereafter. All rent, including Base Rent described in this paragraph and Additional Rent described in this Lease, shall be payable without offset or deduction.

*** 3. From July 1, 2011 to June 30, 2014, the LESSEE shall pay to the LESSOR Base Rent at the rate of \$108,000.00 dollars per year, payable in advance in monthly installments of \$9000.00. Payments of Base Rent shall commence on July 1, 2011 and on the first day of each month thereafter. All rent, including Base Rent described in this paragraph and Additional Rent described in this Lease, shall be payable without offset or deduction.

4. From July 1, 2014 to June 30, 2017, the LESSEE shall pay to the LESSOR Base Rent at the rate of \$114,000.00 dollars per year, payable in advance in monthly installments of \$9500.00. Payments of Base Rent shall commence on July 1, 2014 and on the first day of each month thereafter. All rent, including Base Rent described in this paragraph and Additional Rent described in this Lease, shall be payable without offset or deduction.

T *W* *H*

5. From July 1, 2017 to June 30, 2019, the LESSEE shall pay to the LESSOR Base Rent at the rate of \$120,000.00 dollars per year, payable in advance in monthly installments of \$10,000.00. Payments of Base Rent shall commence on July 1, 2017 and on the first day of each month thereafter. All rent, including Base Rent described in this paragraph and Additional Rent described in this Lease, shall be payable without offset or deduction.

* The first payment of the Base Rent shall commence forty-five (45) days after the closing date of the purchase and sale of the restaurant assets located at 1424-1430 Highland Ave., Needham, Massachusetts.

B. Additional Rent

(1) Real Estate Taxes – For definition, refer to Paragraph 26(C). The LESSEE shall pay to the LESSOR as Additional Rent, in the manner provided for the payment of Base Rent, an amount equal to fifty six (56%) percent of the total amount of Real Estate Taxes on the land, building and improvements of which the leased premises are a part. In the event this Lease shall commence or shall end on any date other than the first or last day of the Tax Year (the 12 month period that the municipality in which the leased premises are located uses as its fiscal year for real estate billing purposes which at the present time is July 1 - June 30), then the amount of Real Estate Taxes due and payable by LESSEE shall be proportionately adjusted.

26 TG [Signature]
Commencing on July 1, 2004, and on the first day of each month thereafter, LESSEE shall pay to LESSOR one-twelfth of LESSOR's written estimate of the Real Estate Taxes due for the applicable Tax Year. If the total of such monthly payments is greater than the Real Estate Taxes due for the applicable Tax Year, LESSOR shall so notify LESSEE in writing and LESSEE may credit the difference against the next payment(s) of Real Estate Taxes due to LESSOR hereunder. If the total of such monthly payments is less than the Real Estate Taxes due for the applicable Tax Year, LESSOR shall so notify LESSEE in writing and LESSEE shall pay the difference to LESSOR when the next payment of Real Estate Taxes is due.

Provided further, however, that LESSEE shall not be entitled to such credit described above unless LESSEE has fulfilled all its obligations contained in this Lease.

(2) Operating Costs - For definition, refer to Paragraph 26(D). The LESSEE shall pay to the LESSOR as Additional Rent, in the manner provided for the payment of Base Rent, the amounts as itemized in Paragraph 26(D) for Operating Costs of the land, improvements and building of which the leased premises are a part. In the event this Lease shall commence or shall end on any date other than the first or last day of the calendar year, then the amount of Operating Costs due and payable by LESSEE shall be proportionately adjusted.

Commencing on July 1, 2004, and on the first day of each month thereafter, LESSEE shall pay to LESSOR one-twelfth of LESSOR's written estimate of the Operating Costs for the applicable calendar year. If the total of such monthly payments is greater than the Operating Costs due for the applicable calendar year, LESSOR shall so notify LESSEE in writing and LESSEE may credit the difference against the next payment(s) of Operating Costs due to LESSOR hereunder. If the total of such monthly payments is less than the Operating Costs for the applicable calendar year, LESSOR shall so notify LESSEE in writing and LESSEE shall pay the difference to LESSOR when the next payment of Operating Costs is due.

Provided further, however, that LESSEE shall not be entitled to such credit described above unless LESSEE has fulfilled all its obligations contained in this Lease.

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10. Maintenance

A. LESSEE's Obligations

The LESSEE agrees to maintain the leased 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 leased premises are now in good order and the glass whole. LESSEE agrees to accept the Premises, the Building of which the Premises constitutes a part, and the land surrounding the Building, all in "as is" condition. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

It shall be the responsibility of the LESSEE for all snow and ice removal from the leased premises, the sidewalk in front of the building, the parking areas and driveways, and customer exists and delivery entrances to the building.

B. LESSOR's Obligations

The LESSOR agrees to maintain the structure of the building, including and not limited to the roof maintenance and replacement, of which the leased 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 LESSEE or those for whose conduct the LESSEE is legally responsible. The cost of LESSOR'S obligations hereunder shall be includable in Operating Costs described in Section 4 (B)(2) above.

11. Alterations/Addition

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. It shall be LESSEE's sole responsibility, and his sole cost, to obtain any and all permits, licenses and approvals that may be required in order for LESSEE to construct or make any alterations to the leased premises. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. LESSEE agrees that it shall not enter into any contract to construct alterations or improvements to the leased premises, unless such contract contains language that, "Contractor acknowledges that LESSEE holds only a leasehold interest in the property and no lien resulting from work performed under this contract shall attach to the interest of the owner of the property of which the leased premises are a part." Such language shall also be included in all contracts with any subcontractors doing work on the leased premises. LESSEE shall provide LESSOR with all construction contracts between LESSEE, contractors and subcontractors prior to commencement of work, to insure said language has been included. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

12. Assignment/
Subleasing

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent, which may be withheld or granted in LESSOR's sole discretion. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

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13. Subordination This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter that are or become a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly (but in no event more than ten (10) days after such request) 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.
14. LESSOR's Access The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within six (6) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
15. Indemnification and Liability The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the gross 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 leased premises shall be the LESSEE's responsibility.
16. LESSEE's Liability Insurance The LESSEE shall maintain with respect to the leased premises and the land, improvements and building of which the leased premises are a part comprehensive public liability insurance in the amount of \$1,000,000.00 with property damage insurance in limits of \$100,000.00 in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the lease term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days Prior written notice to each insured named therein.
17. Fire/Casualty/ Eminent Domain Should a substantial portion of the leased premises, or of the building or property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
- (a) The LESSOR fails to give written notice within thirty (30) days of his intention to restore leased premises, or
 - (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within one hundred eighty (180) days of said fire, casualty or taking, or the availability of insurance funds necessary to restore said leased premises, whichever last occurs.

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

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18. Default and Bankruptcy

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors; or
- (d) Ceases to operate the leased premises as a restaurant for a period of more than ten (10) days;

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after applicable notice periods, if any, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, or negotiations undertaken in connection with protecting LESSOR's interests, such sums paid or obligations incurred, with interest at the rate of eighteen per cent (18%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

19. Notice

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, by certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at the address indicated in Paragraph 1 of this lease or at such other address as the LESSOR may from time to time advise in writing. All rent checks shall be paid to "Argyrios and Sons Realty Trust" and sent to the LESSOR at 163 Palmer Street, Arlington, MA 02474.

20. Surrender

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

21. Brokerage

Deleted

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22. Condition of Premises Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE.
23. Force Majeure In the event that the LESSOR 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 LESSOR, the LESSOR shall not be liable to the LESSEE therefore, nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.
24. Late Charge If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR 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.
25. Liability of Owner No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property only, but not upon any other assets of the LESSOR.
26. Other Provisions
- A. Deleted
 - B. For purposes of this Lease, and in particular, paragraphs 4(B)(1) and 4(B)(2) of this Lease, the term "Additional Rent" shall include LESSEE's percentage share of Real Estate Taxes and Operating Costs defined in (c) and (d) immediately below.
 - C. For purposes of this lease, and in particular paragraph 4(B)(1) of this Lease, the term "Real Estate Taxes" shall mean all taxes, betterments, assessments (special or otherwise) levies, license, permit and other fees, betterments for water and sewer service, and all other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever levied, assessed or imposed by any governmental authority upon or against the land, improvements and building of which the leased premises are a part.
 - D. For purposes of this lease, and in particular paragraph 4(B)(2) of this lease, the term "Operating Costs" shall include all costs and expenses incurred by LESSOR in connection with the operation, management, maintenance and upkeep of the land, improvements and building of which the leased premises are a part including but not limited to:
 - (a) snow removal – LESSEE responsible for 56% of this;
 - (b) landscaping and lawn care – LESSEE responsible for 56% of this;
 - (c) separately-metered utility costs for the leased premises (including but not limited to electricity, oil and gas charges, and costs related to the provision of those utilities), water and sewer charges, and all heating and air conditioning equipment for the leased premises, including the repair, maintenance and replacement thereof – LESSEE responsible for 100% of this;
 - (d) costs and premiums for fire, casualty, comprehensive general liability, rental income all risk and such other insurance as may be maintained from time to time related to the property and improvements thereon – LESSEE responsible for 56% of this;
 - (e) Deleted;

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(f) legal, accounting, and management fees – LESSEE responsible for 100% of this, relating to the leased premises;

(g) capital expenditures incurred in order to reduce other operating expenses or to comply with any governmental requirement not in effect as of the commencement date of the lease to the extent of the annual charge-off of such capital expenditure. (Annual charge-off shall be determined by dividing the original cost of a capital item or a capital expenditure by the number of years of useful life of the capital item acquired; and the useful life shall be determined by LESSOR's accountants in accordance with generally accepted accounting principles and practices in effect at the time of acquisition of the capital item or expenditure.)

- E. Applicable Law and Construction; Execution. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and, if any provision of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby. There are no oral or written agreements between LESSOR and LESSEE affecting this Lease. This Lease may be executed in one or more counterparts, all of which are identical, any one of which is used for any purpose. The headnotes throughout this Lease are for convenience or reference only, and shall in no way be held or deemed to define, limit, explain, describe, modify or add to the interpretation, construction or meaning of any provision of this Lease. Except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of LESSOR and LESSEE, executors, administrators, successors and assigns. If two or more corporations, entities or persons are named as LESSEE herein, each of such corporations, entities or persons shall be jointly and severally liable for the obligations of the LESSEE hereunder, and LESSOR may proceed against anyone without first having commenced proceedings against any other of them. Without intending to limit any of LESSOR's rights contained in this Lease, if one of the corporations, entities or persons comprising LESSEE shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of either corporation, person or entity comprising LESSEE, the default provision of Section 18(C) shall be applicable. Each term and each provision of this Lease to be performed by LESSEE shall be construed to be both an independent covenant and a condition. Any reference herein to successors and assigns of LESSEE is not intended to constitute a consent to any assignment of this Lease by LESSEE. Except as otherwise set forth in this Lease, any obligations of LESSEE (including, without limitation, rental and other monetary obligations, repair obligations and obligations to indemnify LESSOR), shall survive the expiration or earlier termination of this Lease.
- F. LESSOR reserves the right at any time and from time to time to make additions or alterations to LESSOR'S building and/or property, provided said additions or alterations do not materially affect LESSEE'S use of the leased premises and/or the parking areas and access thereto.
- G. The undersigned Guarantor agrees to personally guaranty and to be primarily liable for the performance of all of the terms and conditions of this Lease to be performed by the LESSEE hereunder including the prompt and punctual payment of all rent under Section 4 and any and all other charges to be paid by the LESSEE pursuant to this Lease.
- H. This lease is contingent upon the Lessee closing on the purchase of the Four Star Restaurant located at 1430 Highland Avenue, Needham, MA. In the event that the closing on the purchase of the Four Star Restaurant does not take place, this lease will be null and void with no recourse to either party.

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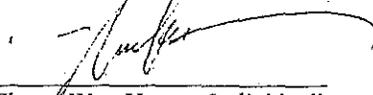
IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 11th day of May, 2004.

LESSEE: Tian Long, Inc.



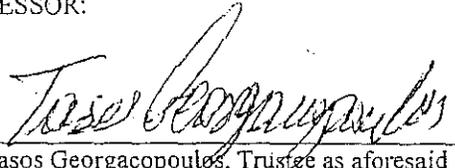
Zhong Wen Huang, President

GUARANTOR



Zhong Wen Huang, Individually

LESSOR:



Tasos Georgacopoulos, Trustee as aforesaid

NOTICE OF LEASE

Notice is hereby given pursuant to Massachusetts General Law chapter 183, section 4 of the following lease:

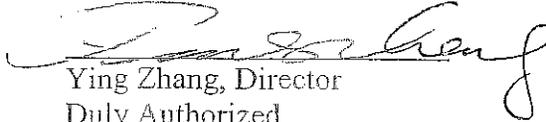
1. Lessor: Argyrios and Sons Realty Trust
2. Lessee: Tian Long, Inc.
3. Date of Execution: May 11, 2004
4. Premises: A portion of the building located at 1424 – 1430 Highland Avenue, Needham, Massachusetts 02492, said portion containing approximately 5,000 sq.ft.
5. Lease Term: The lease term commences on July 26, 2004 and terminates on June 30, 2024.

This Notice is executed under seal this 20th day of May, 2011.

Lessor
Argyrios and Sons Realty Trust


Tasos Georgopoulos, Trustee

Lessee
Tian Long, Inc.


Ying Zhang, Director
Duly Authorized

ADDENDUM "A" TO COMMERCIAL LEASE

Reference is made to a Commercial Lease dated May 11, 2004 by and between Tasos Georgacopoulos, Trustee of Argyrios and Sons Realty Trust, u/d/t dated January 14, 1983, and recorded at Norfolk Registry of Deeds at Book 6105, Page 320, of 163 Palmer Street, Arlington, Massachusetts 02474, ("Lessor"), which expression shall include his heirs, successors, and assigns where the context so admits;

and

Tian Long, Inc., a Massachusetts corporation with an address of 1430 Highland Ave., Needham, MA 02492, ("Lessee"), which expression shall include its successors, executors, administrators, and assigns where the context so admits;

and

Zhong Wen Huang of 20 Pine Street, Apt. 2, Boston, MA 02111 as Guarantor.

WHEREAS, the existing leased premises covered by the above-referenced Commercial Lease are described as follows: A portion of the building located at 1424-1430 Highland Avenue, Needham, Massachusetts 02492, said portion containing approximately 5000sq. ft., said premises being used as a restaurant. Lessee shall also have the right, in common with others entitled thereto, to use the parking area located adjacent to the building for parking automobiles for employees, customers, suppliers and visitors of Lessee;

WHEREAS, the Lessee desires to rent from the Lessor additional space adjacent to the existing leased premises;

WHEREAS, the Lessor agrees to rent this additional space to the Lessee upon the consideration, terms and conditions hereinafter set forth;

NOW, THEREFORE, for due and sufficient consideration, the parties agree as follows:

1. By this Addendum "A", the parties hereby amend the Commercial Lease dated May 11, 2004 which is incorporated herein by reference, and this Addendum "A" shall be effective as of November 1, 2004.
2. The additional space which the Lessee shall rent from the Lessor is located adjacent to the existing leased premises, specifically, a room in the basement which is approximately 300 square feet and is accessible from the parking lot ("Additional Space").
3. The term for this Additional Space shall be from November 1, 2004 until June 30, 2019;
4. This Additional Space shall be used in direct connection with the Lessee's business as indicated in the Commercial Lease and if the Commercial Lease is terminated at any time and for any reason, then the term for this Additional Space shall terminate at the same time also.

5. In addition to the Base Rent, Additional Rent and other costs and expenses as indicated in Paragraph 4 and elsewhere of the Commercial Lease, the parties agree to the following rent schedule for this Additional Space:
- a) From November 1, 2004 to October 31, 2009, the Lessee shall pay to the Lessor additional rent at the rate of \$6,600.00 per year, payable in advance in monthly installments of \$550.00. Payments of this additional rent shall commence on November 1, 2004, and be paid on the first day of each month thereafter. This additional rent shall be payable without offset or deduction.
 - b) From November 1, 2009 to October 31, 2014, the Lessee shall pay to the Lessor additional rent at the rate of \$7,800.00 per year, payable in advance in monthly installments of \$650.00. Payments of this additional rent shall commence on November 1, 2009, and be paid on the first day of each month thereafter. This additional rent shall be payable without offset or deduction.
 - c) From November 1, 2014 to June 30, 2019, the Lessee shall pay to the Lessor additional rent at the rate of \$9,000.00 per year, payable in advance in monthly installments of \$750.00. Payments of this additional rent shall commence on November 1, 2014, and be paid on the first day of each month thereafter. This additional rent shall be payable without offset or deduction.

All other terms, conditions and obligations under the Commercial Lease shall remain the same.

EXECUTED as a sealed instrument this 20th day of October, 2004.

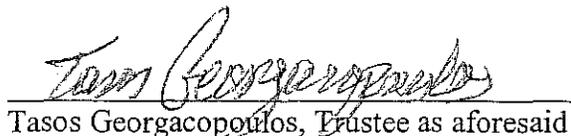
LESSEE: Tian Long, Inc.

GUARANTOR


Zhong Wen Huang, President

Zhong Wen Huang, Individually

LESSOR:


Tasos Georgacopoulos, Trustee as aforesaid

LEGAL NOTICE

TOWN OF NEEDHAM

Application for a Transfer of an All Alcoholic Liquor License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Fu Yuan, Inc. d/b/a Fuji Steak House, Zhong Wen Huang, Manager, has applied for the transfer of a license to sell alcoholic beverages of the following kind: All Alcoholic beverages as a Restaurant at 1430 Highland Avenue, Needham. The premise has a rear entrance and exit from kitchen and emergency exit on Highland Place, south of dining area and consisting of three rooms on one floor, street level.

IT IS ORDERED that a public hearing be held for said application at the office of the Board of Selectmen acting as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 26th day of May 2015 at 7:00 o'clock p.m.

Board of Selectmen
Licensing Board for the Town of Needham

To be published Needham Times
May 14, 2015



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 05/26/2015

Agenda Item	Public Hearing – Teleport Communications America- Kendrick Street
Presenter(s)	David Edgar, Siena Engineering Group, Inc.

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
<p>On behalf of Teleport Communications America, Siena Engineering Group, Inc., requests permission to lay, maintain, and operate fiber optic cables along the public way on Kendrick Street. Teleport Communications America, a wholly owned subsidiary of AT&T, is being forced to relocate its existing aerial fiber optic cable that crosses I-95/Rt. 128 at Kendrick Street, due to the MassDOT “Add-A-Lane” project. MassDOT/MassDOT’s contractor will be installing one (1), 4-inch PVC conduit for Teleport, from existing pole #14 on the easterly side of the highway, to existing pole #35/5 on the westerly side of the highway.</p> <p>From pole #14, heading east on Kendrick Street, Teleport will remain in its current location on the existing pole line. From pole #35/5, heading west on Kendrick Street, Teleport will now be attaching fiber optic cable to two (2) additional poles on Kendrick Street (35/3A & 35/3) to connect back to its existing location at pole #26, on the corner of Kendrick Street and Hunting Road.</p> <p>The Department of Public Works has approved this petition, based on Teleport Communications America’s commitment to adhere to the Town’s regulation that all conduit installed must be 3” schedule 40 minimum; and, that when buried, the conduit must be placed at 24” below grade to the top of the conduit.</p>			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO

Suggested Motion:

That the Board vote to approve on behalf of Teleport Communications America, Siena Engineering Group’s request for permission to lay, maintain, and operate fiber optic cables along the public way on Kendrick Street. MassDOT/MassDOT’s contractor will be installing one (1), 4-inch PVC conduit for Teleport, from existing



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

pole #14 on the easterly side of the highway, to existing pole #35/5 on the westerly side of the highway.

From pole #14, heading east on Kendrick Street, Teleport will remain in its current location on the existing pole line. From pole #35/5, heading west on Kendrick Street, Teleport will now be attaching fiber optic cable to two (2) additional poles on Kendrick Street (35/3A & 35/3) to connect back to its existing location at pole #26, on the corner of Kendrick Street and Hunting Road.

3.	BACK UP INFORMATION ATTACHED	YES	NO
(Describe backup below) <ul style="list-style-type: none">a. Petition Letterb. Orderc. Petition Pland. Notice Sent to Abutterse. List of Abutters			

May 1, 2015

Board of Selectmen
Town of Needham
1471 Highland Avenue
Needham, MA 02492

**RE: Teleport Communications America – Petition for Grant of Location
Kendrick Street**

Dear Selectmen:

On behalf of Teleport Communications America, LLC (Teleport), a wholly owned subsidiary of AT&T Corp., Siena Engineering Group, Inc. (Siena) is hereby requesting from the Town of Needham, permission to lay, maintain and operate fiber optic cables along the following public way:

Kendrick Street - from existing utility pole #14 on Kendrick Street to existing utility pole #26 located at the intersection of Kendrick Street and Hunting Road, 1,184± LF (linear feet) of fiber optic cable.

The cable shall be placed in accordance with the requirements of the Town's Department of Public Works.

One (1) set of a plans entitled "**Kendrick Street Relocation**", dated **May 1, 2015** is filed herewith. Your consideration of this petition is greatly appreciated and we look forward to discussing the project with you at the next available Public Hearing.

Sincerely,

SIENA ENGINEERING GROUP, INC.



David Edgar
Project Manager

Enclosures

Cc: R. Solitro (Teleport/AT&T)

*Ok to proceed
Myder asst. Town Eng.
5/13/15
OK R.P. Morrison
DPW Director.*

Nikki Witham

From: Thomas Ryder
Sent: Friday, May 15, 2015 2:31 PM
To: Nikki Witham
Subject: FW: Teleport Communications America - Kendrick Street Grant of Location

Thomas A Ryder, PE
Assistant Town Engineer

Needham Department of Public Works
500 Dedham Avenue
Needham, MA 02492
Telephone: 781-455-7538
Fax: 781-449-9023
E-mail: Tryder@needhamma.gov

Website: www.needhamma.gov

From: David Edgar [<mailto:David.Edgear@sienaengineeringgroup.com>]
Sent: Friday, May 15, 2015 12:49 PM
To: Thomas Ryder
Subject: Teleport Communications America - Kendrick Street Grant of Location

Good Afternoon Tom,

As discussed, Teleport Communications America, a wholly owned subsidiary of AT&T, is being forced to relocate its existing aerial fiber optic cable that crosses I-95/Rt. 128 at Kendrick Street, due to the MassDOT "Add-A-Lane" project. MassDOT/MassDOT's contractor will be installing one (1), 4-inch PVC conduit for Teleport, from existing pole #14 on the easterly side of the highway, to existing pole #35/5 on the westerly side of the highway.

From pole #14, heading east on Kendrick Street, Teleport will remain in its current location on the existing pole line. From pole #35/5, heading west on Kendrick Street, Teleport will now be attaching fiber optic cable to two (2) additional poles on Kendrick Street (35/3A & 35/3) to connect back to its existing location at pole #26, on the corner of Kendrick Street and Hunting Road.

Should you have any additional questions, please feel free to contact me at either number below.

Thank you,
Dave

David Edgar | Siena Engineering Group, Inc. | 50 Mall Road – Suite 203 – Burlington, MA 01803
T – (781)221-8400 x7005 | C – (781) 953-2423 | F – (781) 221-7117
David.Edgear@SienaEngineeringGroup.com

ORDER FOR CABLE LOCATIONS

Needham, Massachusetts
By the Board of Selectmen

May 1, 2015

Notice having been given and a public hearing held, as provided by law, IT IS HEREBY ORDERED: that **Teleport Communications America, LLC** be and it is hereby granted permission to run and maintain underground and aerial fiber optic cables, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated **May 1, 2015**.

All cables shall be set substantially at the points indicated upon the plan entitled:

“Kendrick Street Relocation”, dated May 1, 2015 and filed with the petition.

The following are the public ways or parts of ways along which the cables above referred to may be installed under this order.

Kendrick Street - from existing utility pole #14 on Kendrick Street to existing utility pole #26 located at the intersection of Kendrick Street and Hunting Road, 1,184± LF (linear feet) of fiber optic cable.

The cable shall be placed in accordance with the requirements of the Town’s Department of Public Works.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Needham, Massachusetts, held on the _____ day of _____, 2015.

Received and entered in the records of location of the Town of Needham

Book: _____ Page: _____

Attest: _____
Town Clerk

I hereby certify that on _____, 2015 at _____ o'clock, _____, at Needham Town Hall a public hearing was held on the petition of Teleport Communications America, LLC for permission to construct the fiber optic cables described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to construct the fiber optic cables under said order. And that thereupon said order was duly adopted.

Board of Selectmen

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Needham, MA, on the _____ day of _____, 2015, and recorded with the records of location order of said Town

Book: _____ Page: _____

This certified copy is made under the provisions of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest: _____
Town Clerk



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:00 p.m. on May 26, 2015** upon petition of Teleport Communications America, dated **May 1, 2015** to lay, maintain, and operate fiber optic cables along the public way on Kendrick Street. Teleport Communications America, a wholly owned subsidiary of AT&T, is being forced to relocate its existing aerial fiber optic cable that crosses I-95/Rt. 128 at Kendrick Street, due to the MassDOT "Add-A-Lane" project. MassDOT/MassDOT's contractor will be installing one (1), 4-inch PVC conduit for Teleport, from existing pole #14 on the easterly side of the highway, to existing pole #35/5 on the westerly side of the highway.

From pole #14, heading east on Kendrick Street, Teleport will remain in its current location on the existing pole line. From pole #35/5, heading west on Kendrick Street, Teleport will now be attaching fiber optic cable to two (2) additional poles on Kendrick Street (35/3A & 35/3) to connect back to its existing location at pole #26, on the corner of Kendrick Street and Hunting Road. A public hearing is required and abutters should be notified.

If you have any questions regarding this petition, please contact Siena Engineering Group, Inc. representative, David Edgar, at (781) 221-8400 x7005.

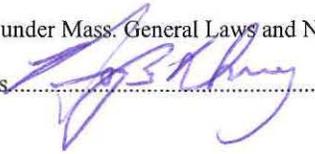
Maurice P. Handel
Matthew D. Borrelli
Marianne B. Cooley
Daniel P. Matthews
John A. Bulian

BOARD OF SELECTMEN

Dated: May 15, 2015

KENDRICK ST., HUNTING RD

<u>PARCEL ID</u>	<u>St No.</u>	<u>Street</u>	<u>Owner Names</u>	<u>Owner Address</u>	<u>Mailing Address</u>		
					<u>OWNER CITY</u>	<u>State</u>	<u>OWNER ZIP</u>
199/001.0-9999-9999.0	0	ROUTE 128	COMMONWEALTH OF MASSACHUSETTS DEPT. OF PUBLIC WORKS - MDC	10 PARK PLAZA	BOSTON	MA	02116
199/058.0-0022-0000.0	258	KENDRICK ST	SWEET, ELAINE LOUISE	258 KENDRICK ST	NEEDHAM HTS	MA	02494
199/058.0-0023-0000.0	252	KENDRICK ST	MAHONEY, DONNA M. + MAHONEY, JOHN J.	252 KENDRICK ST	NEEDHAM HTS	MA	02494
199/058.0-0024-0000.0	234	KENDRICK ST	COUPER, AUDREY	234 KENDRICK ST	NEEDHAM	MA	02494
199/058.0-0026-0000.0	259	KENDRICK ST	STACK, JUDITH L.	102 WEBSTER ST	NEEDHAM	MA	02494
199/058.0-0027-0000.0	260	HUNTING RD	RATSKOVSKAYA, IRINA	260 HUNTING RD	NEEDHAM	MA	02494
199/058.0-0028-0000.0	300	GREENDALE AVE	PURCELL, STEPHEN L + PURCELL, CHRISTINE B	300 GREENDALE AVE	NEEDHAM HTS	MA	02494
199/058.0-0029-0000.0	312	GREENDALE AVE	LUDWIG, ALEXANDER & LUDWIG, ESTELA A.	312 GREENDALE AVE	NEEDHAM HTS	MA	02494
199/066.0-0064-0000.0	287	KENDRICK ST	BLOOM, STEVEN S. & BLOOM, MARTI	287 KENDRICK ST	NEEDHAM HTS	MA	02494
199/300.0-0001-0000.0	140	KENDRICK ST	BP 140 KENDRICK STREET PROPERTY LLC C/O BOSTON PROPERTIES, INC	800 BOYLSTON ST. STE 1900	BOSTON	MA	02199-8103
199/300.0-0014-0000.0	9	B ST	COCA COLA REFRESHMENTS C/O PROPERTY TAX DEPT, NAT 11	PO BOX 1734	ATLANTA	GA	30301

Certified as list of parties in interest under Mass. General Laws and Needham Zoning By-LAW, to the Best of our knowledge
 For the Needham Board of Assessors.....




**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 5/26/2015

Agenda Item	ADA Trail at the Needham Reservoir
Presenter(s)	Patty Carey, Director of Park & Recreation Matt Varrell, Director of Conservation

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	Ms. Carey and Mr. Varrell will update the Board on the status of the ADA Trail at the Needham Reservoir which is currently under design through CPA funding.		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
3.	BACK UP INFORMATION ATTACHED	YES	NO
	a. PowerPoint: ADA Trail @ the Needham Reservoir, Public Workshop #2, May 7, 2015 by BETA		

A.D.A. Trail @ the Needham Reservoir



Public Workshop #2

May 7, 2015



Tonight's Agenda

1. Overview of Presentation #1
2. Work Done Since Last Meeting
3. Preparation of Concept Plan
4. Throughout the Evening We Hope
to Receive Input and Feedback

Meeting #1 - Existing Plan



A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

Meeting #1

Trail Design Considerations

GENERAL TRAIL

- Alignment and width
- Trail Surface Material
- Tree Roots
- Seasonally Saturated Areas



SPECIFIC AREAS

- Parking & Access
- The Ledge
- The Wetland
- The Oak Grove
- The Meadow Lane
- The Spillway
- The Dam



ENHANCEMENTS

- Access to Water's Edge
- Fishing Dock
- Trail Features
- Benches
- Interpretation
- Sensory



A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

Meeting w/ Commission on Disabilities

KEY ISSUES

Mobility, Sight, Access to Water's Edge, and Seating



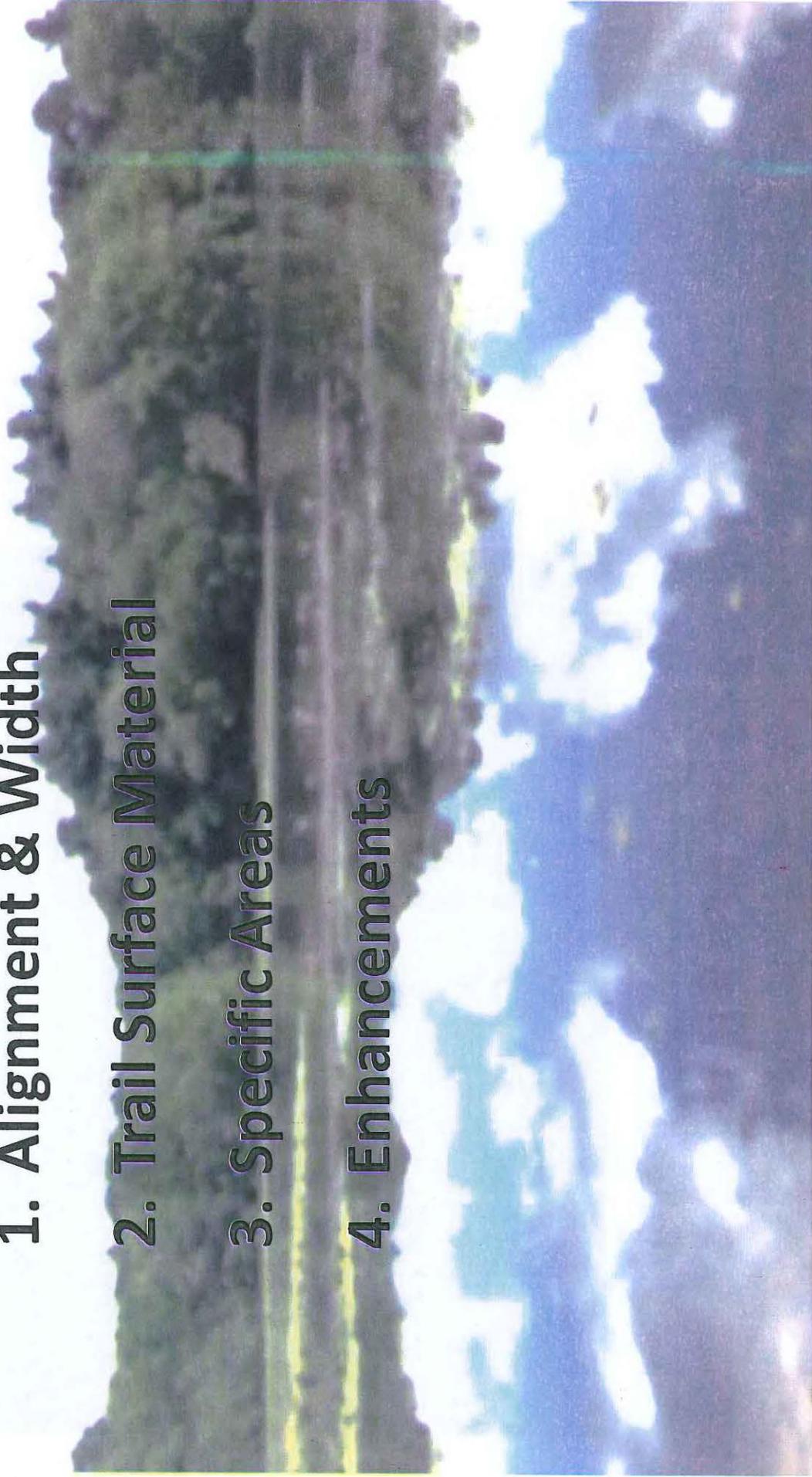
Wetland Flagging

- Initial Flagging & Mapping
- Additional Flagging by Town Staff
- Field Review
- Finalizing Mapping



Current Plan

1. Alignment & Width
2. Trail Surface Material
3. Specific Areas
4. Enhancements



Alignment & Width



Follow the Existing Trail

**Generally 6 Feet Wide
– minor modifications
based on existing trees,
wetland resources, etc.**

A.D.A. Trail @ the Reservoir

Dedham Avenue, Needham, MA

Trail Surface Material



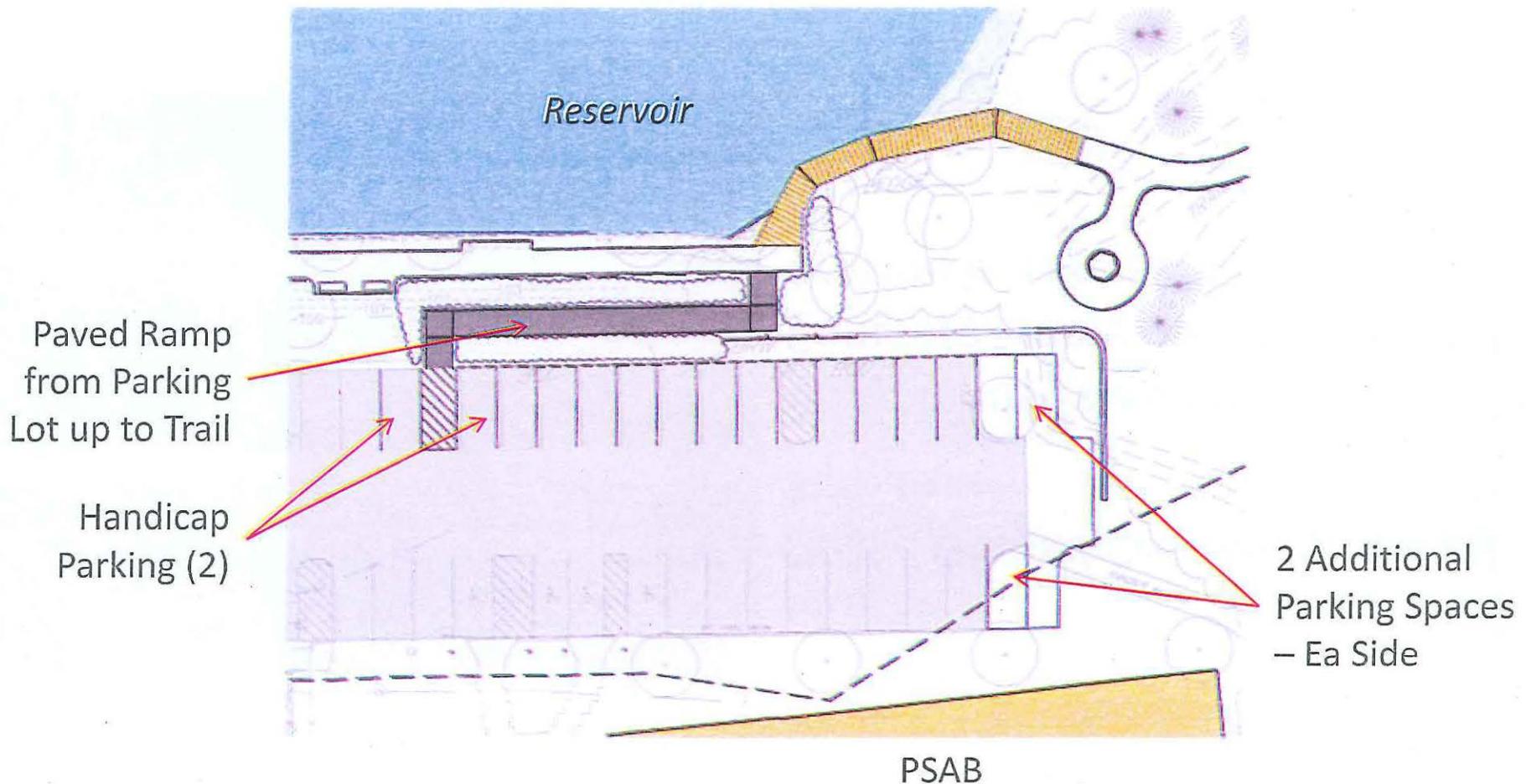
**Dense Graded Crushed Stone w/
Stabilizer**

**Bituminous Pavement or
Concrete – only on steep areas if
erosion is a concern**

A.D.A. Trail @ the Reservoir

Dedham Avenue, Needham, MA

Parking & Trail Access - Plan



A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

The Ledge



Protect turtle nesting area

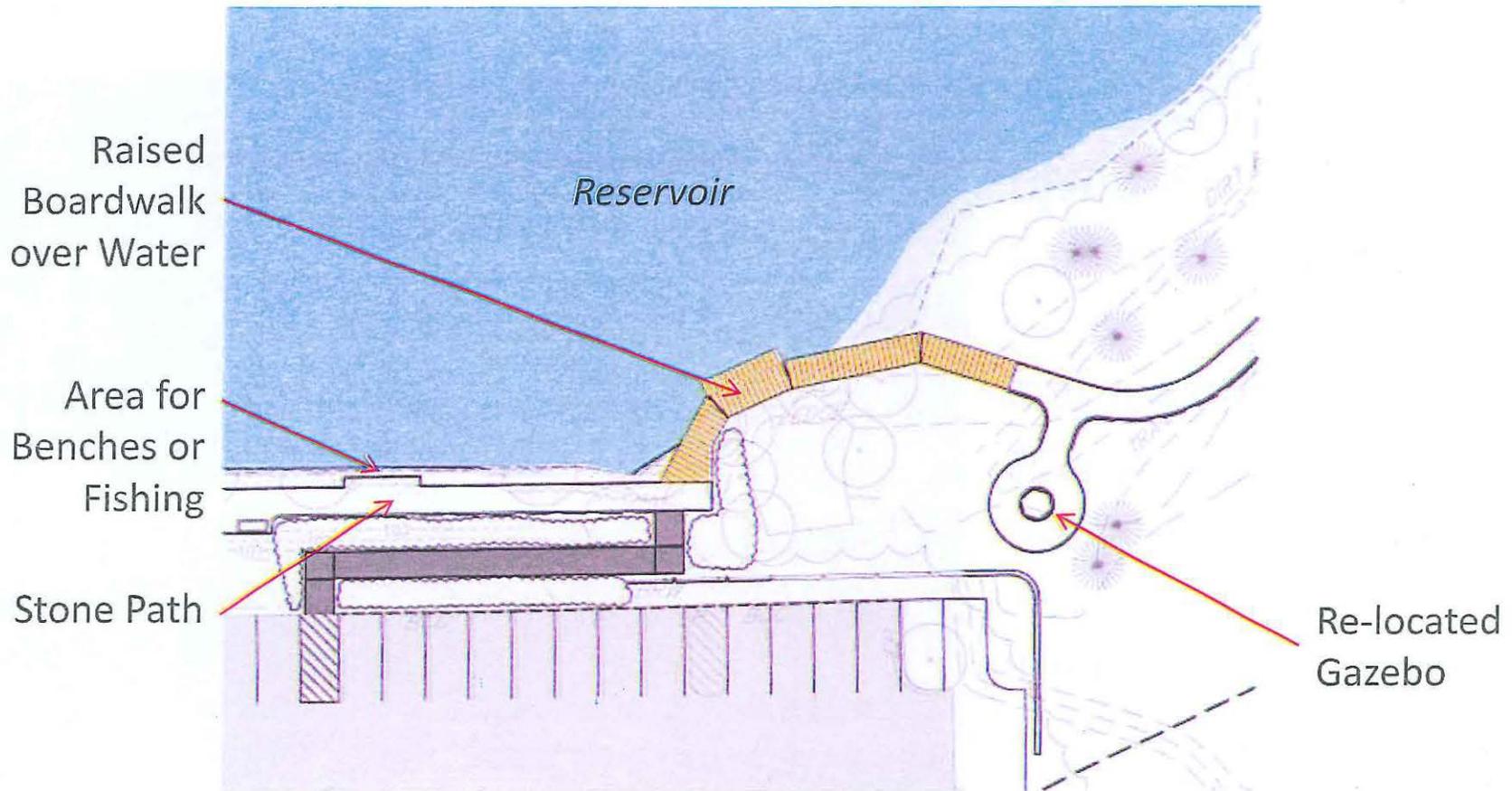
Provide continuous trail & access to water's edge

Provide additional plantings

A.D.A. Trail @ the Reservoir

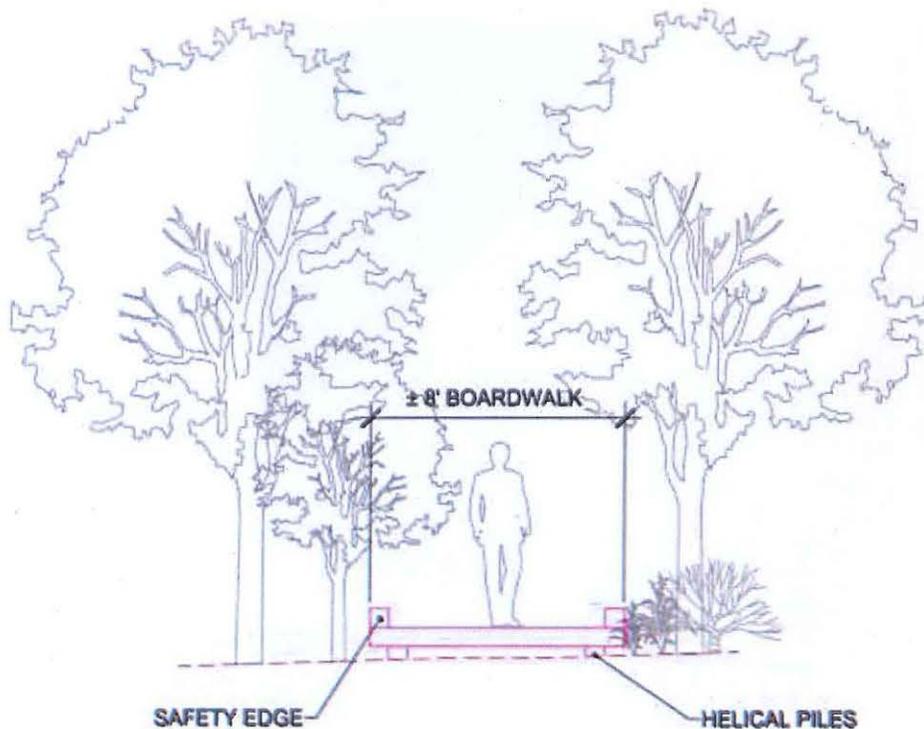
Dedham Avenue, Needham, MA

The Ledge - Plan



A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

The Wetland



SECTION 2 @ SATURATED AREA

Install wood boardwalk on helical piles or “sleepers”

Remove / trim existing plants as necessary

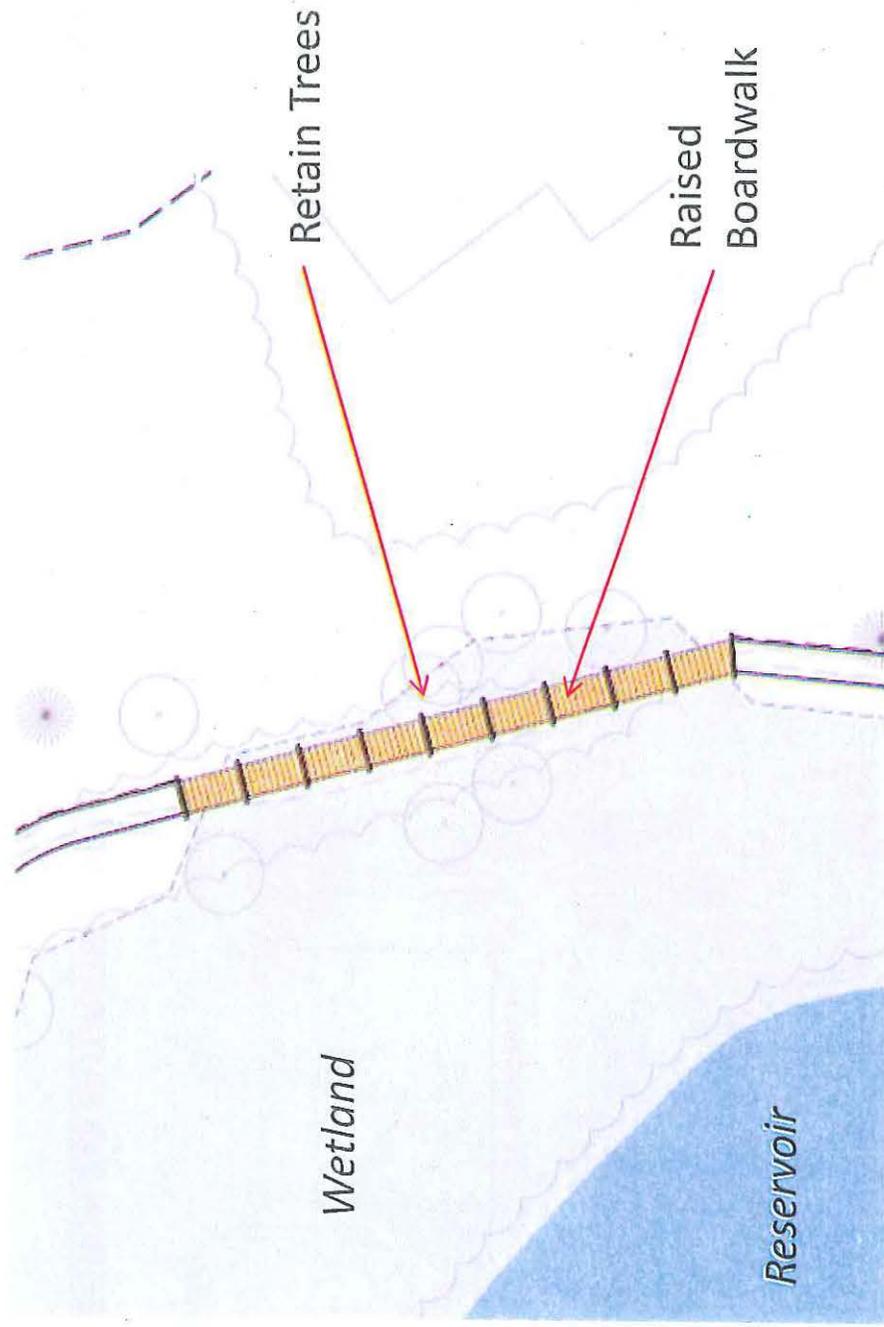
Minimize wetland impacts and damage to existing tree roots

Raised boardwalk signals to the user to stay out of environmentally sensitive areas

A.D.A. Trail @ the Reservoir

Dedham Avenue, Needham, MA

The Wetland - Plan



A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

The Wetland



A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

The Wells



2 Inactive wells along the northern section of the reservoir

25 foot diameter, hand dug in 1913

Well abandonments approved by DEP

Wells will be physically removed and capped during this project

Will remove pavements and fencing and re-grade area

Seed with Native Restoration mix

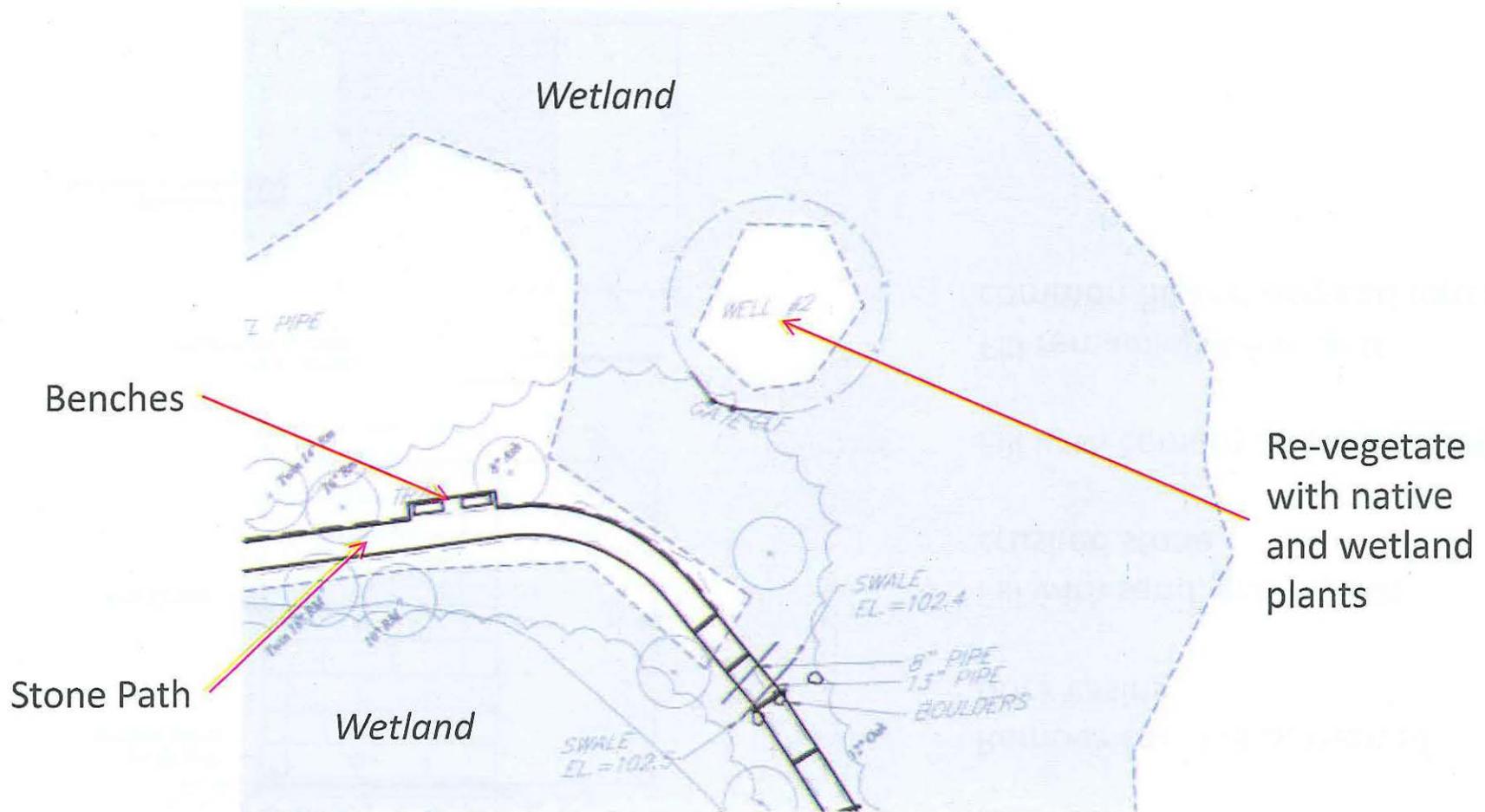
Potential wetland mitigation areas



A.D.A. Trail @ the Reservoir

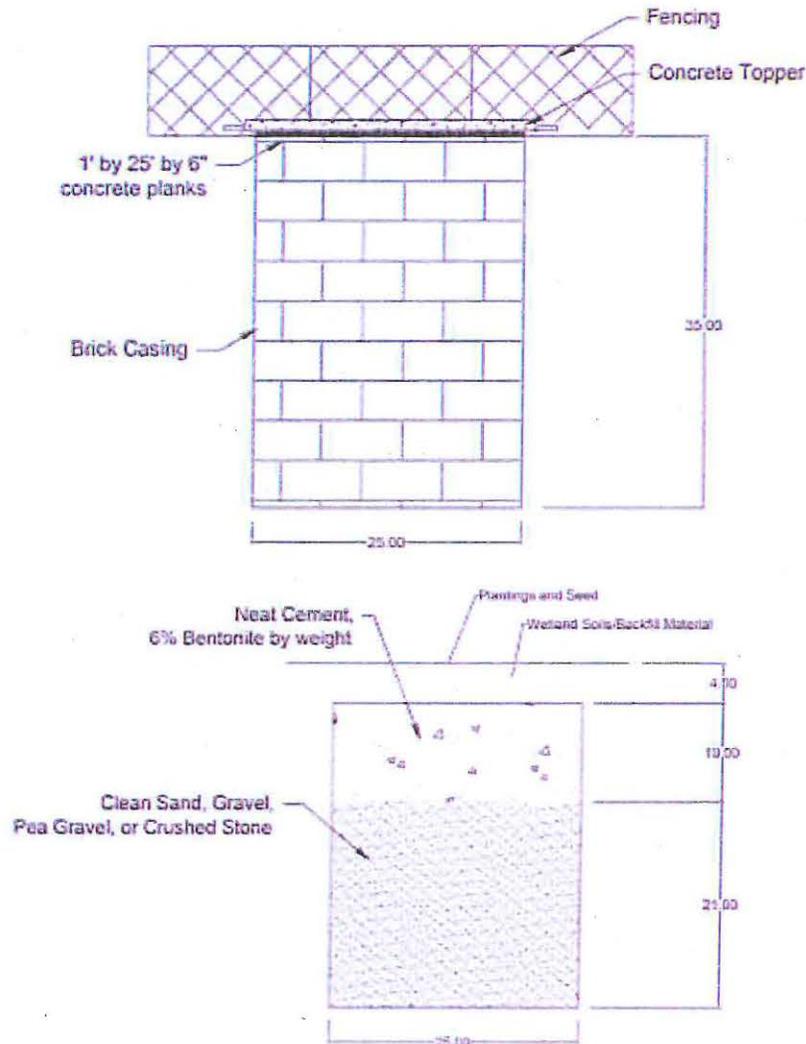
Dedham Avenue, Needham, MA

The Wells



A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

The Wells



Remove fencing and rubble

Remove cap and portion of brick casing

Fill with sand, gravel, and crushed stone

Fill with cement and bentonite

Fill remaining 4 feet with common fill and wetland topsoil

A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

The Oak Grove



High Point Above
Existing Reservoir

Area contains
wetlands and an
upland "island"

Weave Proposed
Trail Through Existing
Large Oaks

A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

The Oak Grove - Plan



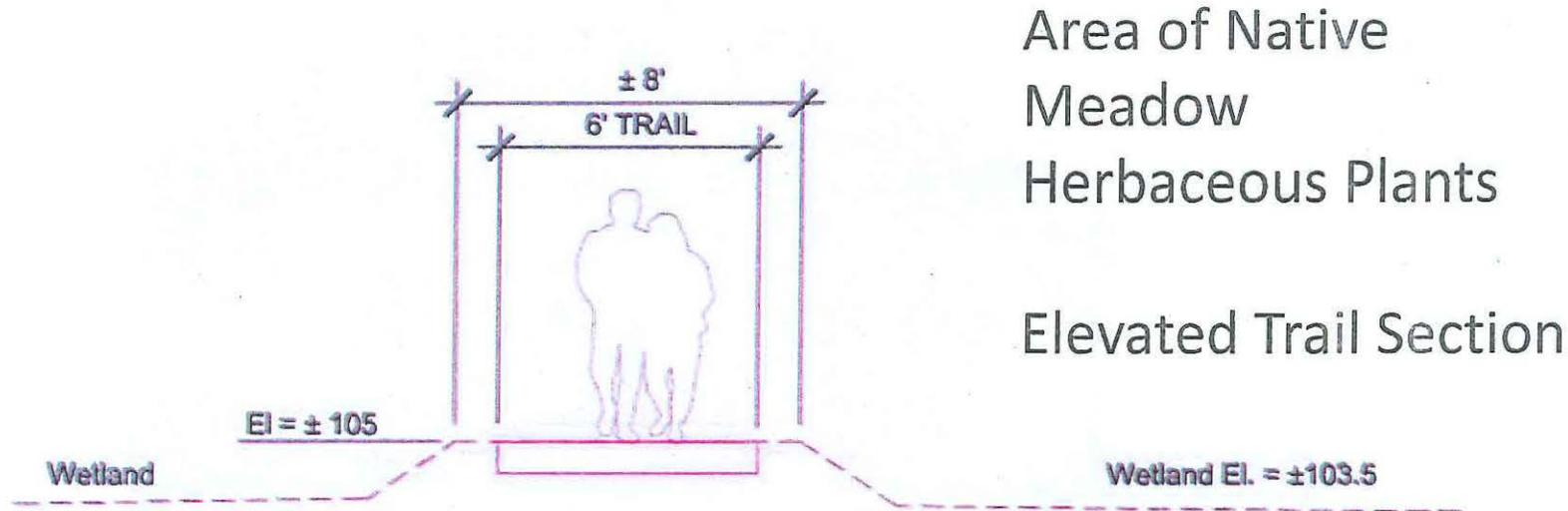
A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

The Oak Grove



A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

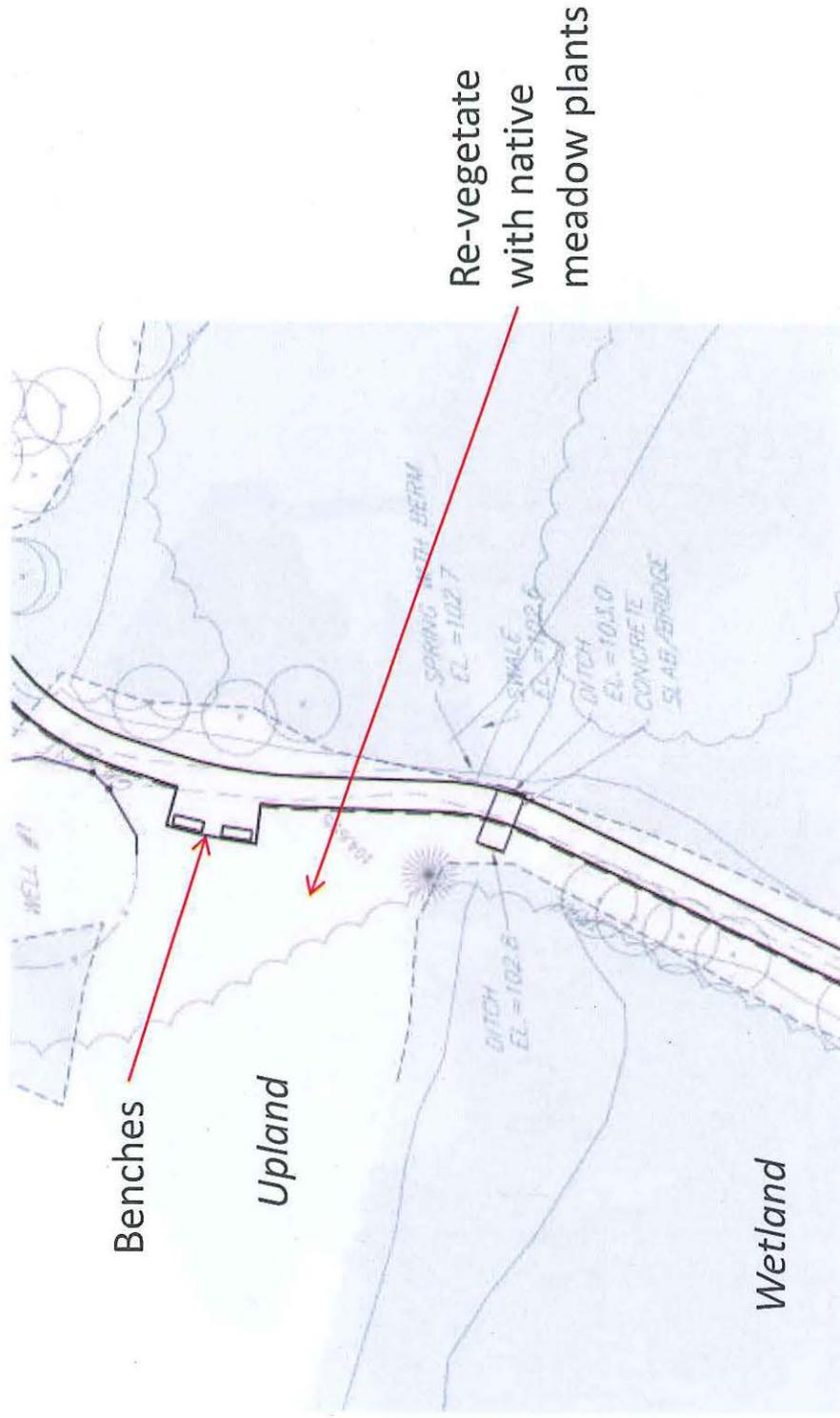
The Meadow Lane



SECTION @ WEST SIDE
OLD WELL CONSTRUCTION ROAD

A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

The Meadow Lane - Plan



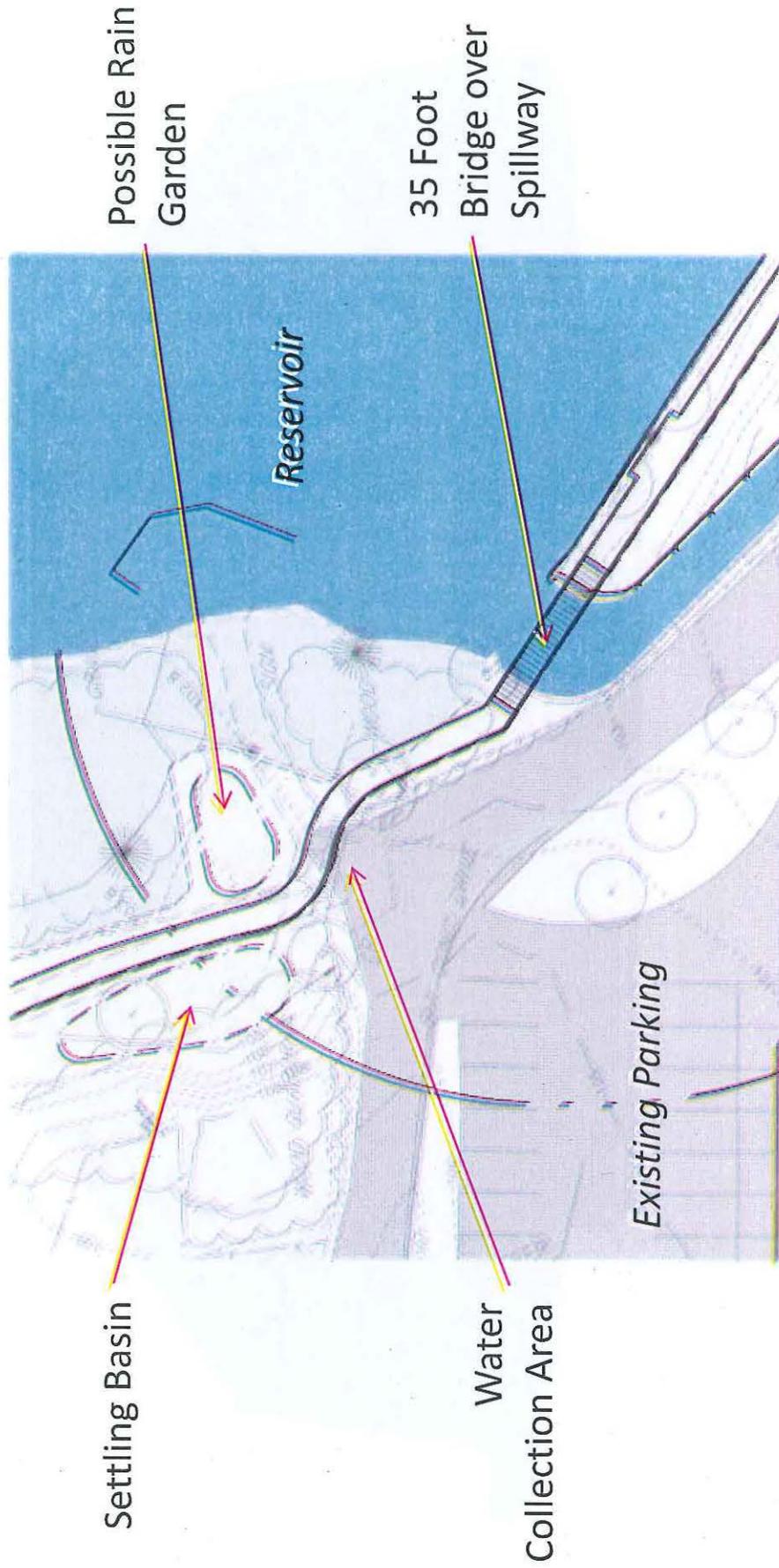
A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

The Meadow Lane



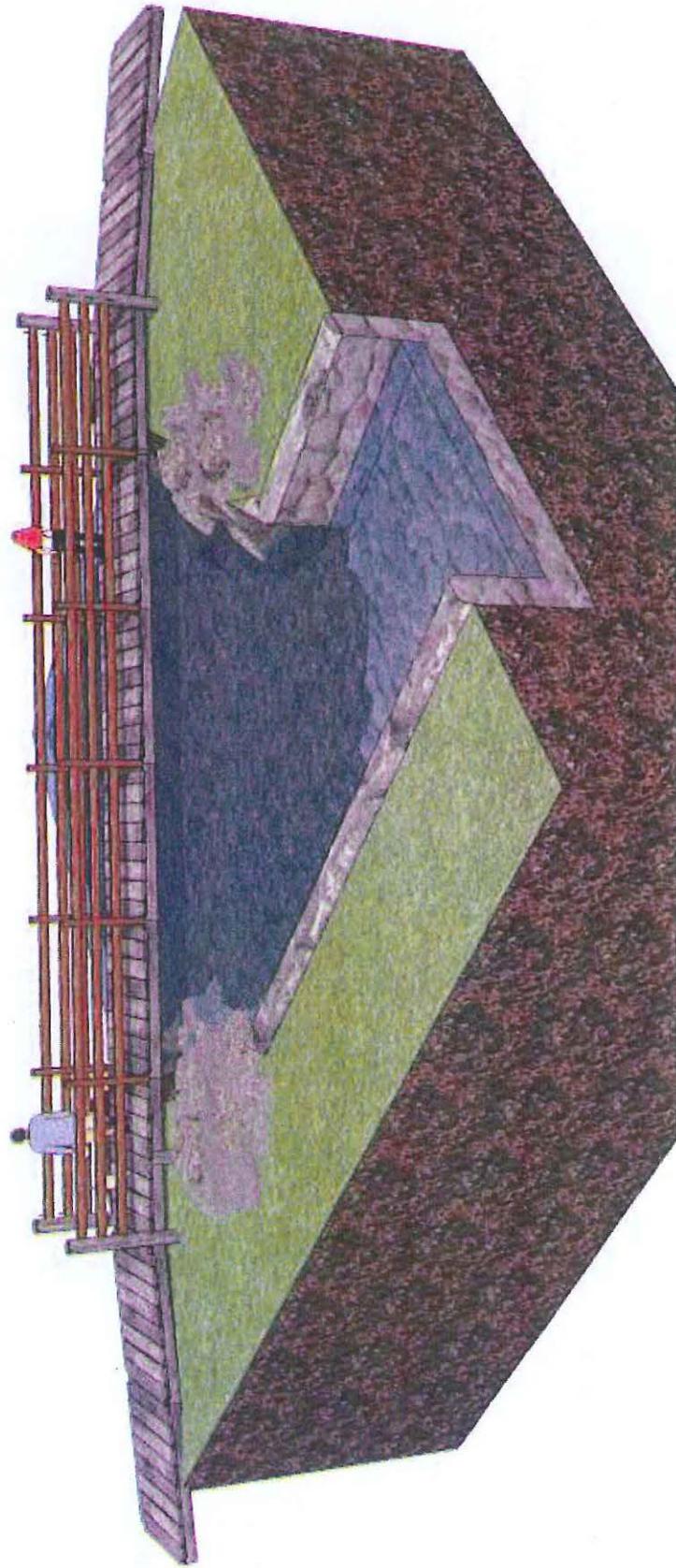
A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

The Spillway - Plan



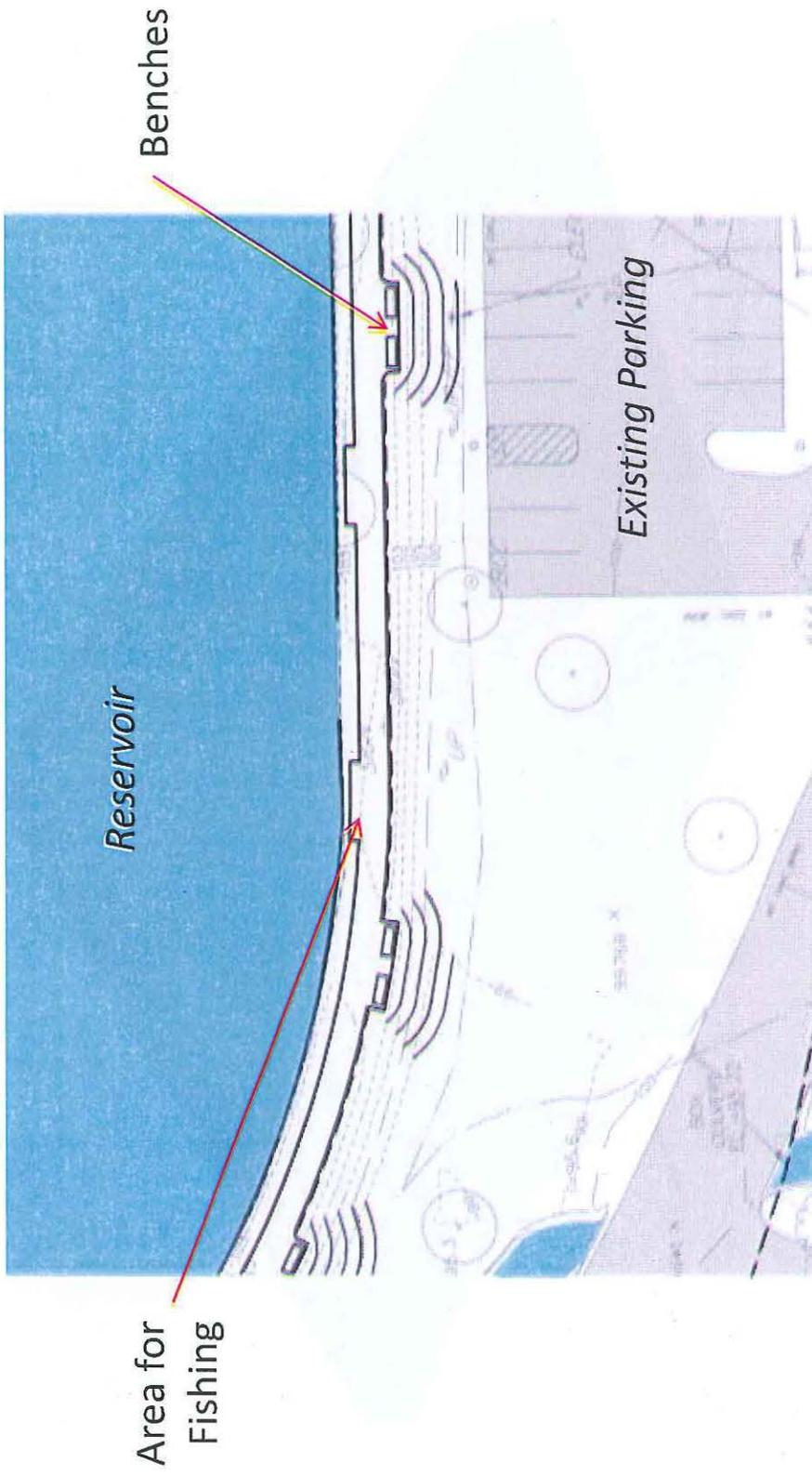
A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

The Spillway



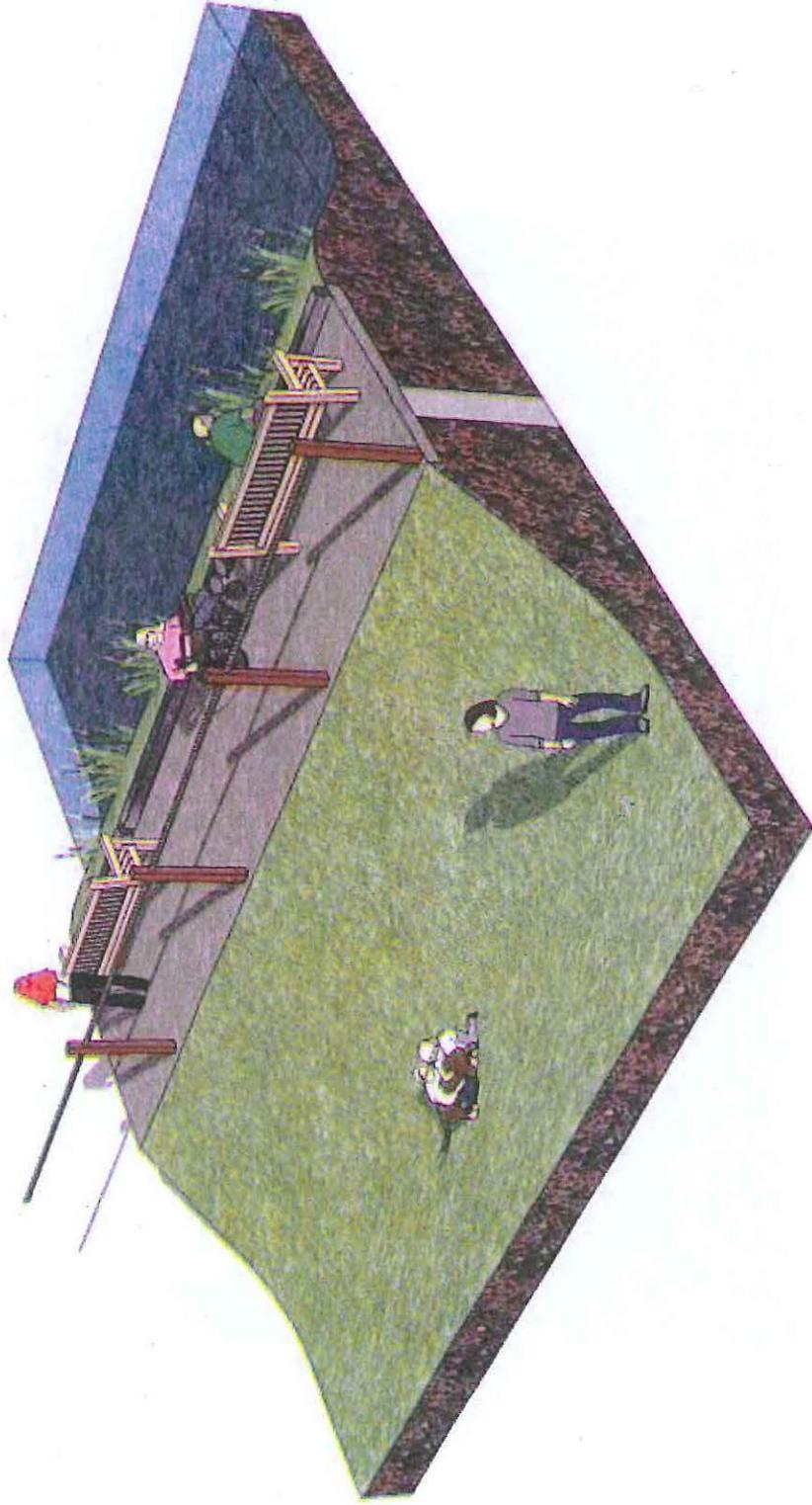
A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

The Dam - Plan



A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

The Dam



A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

Enhancements

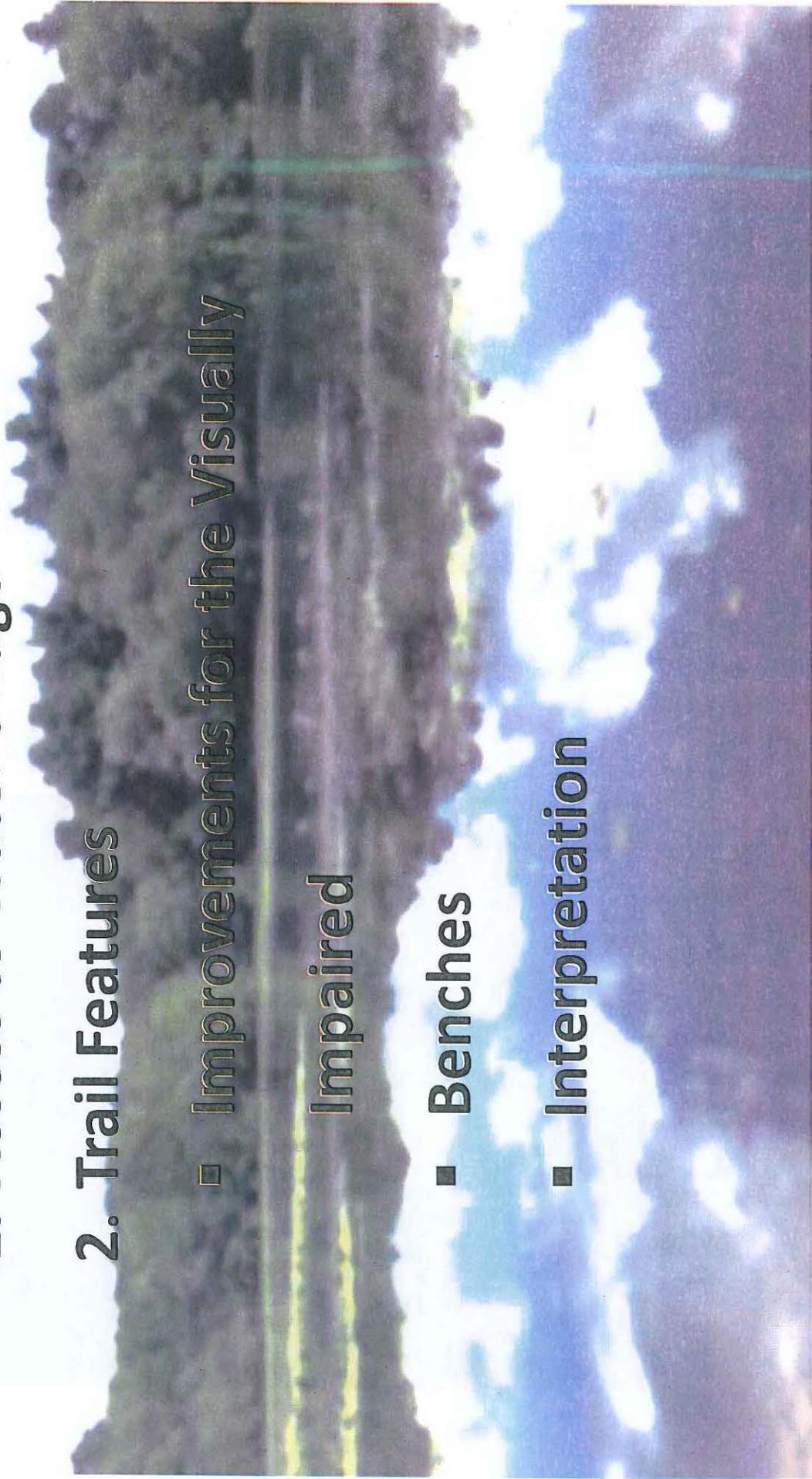
1. Access to Water's Edge

2. Trail Features

- Improvements for the Visually

Impaired

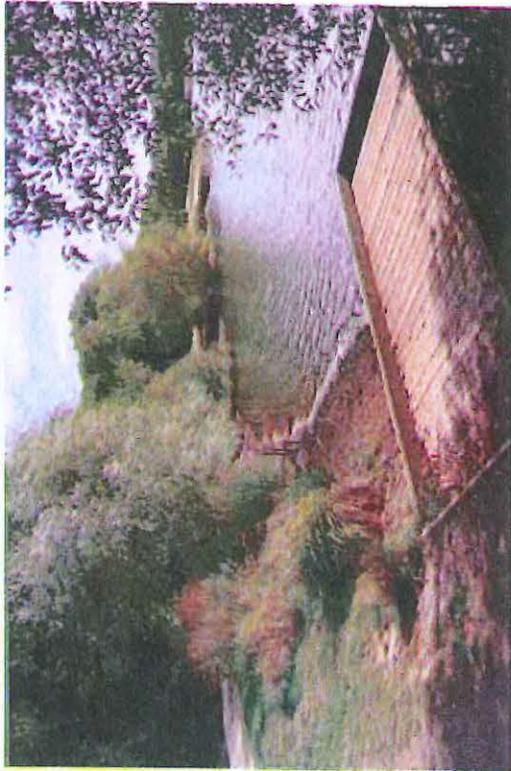
- Benches
- Interpretation



Access to Water's Edge



Existing Paths



Fishing Dock

Fishing Areas on Dam

A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

Fishing Dock



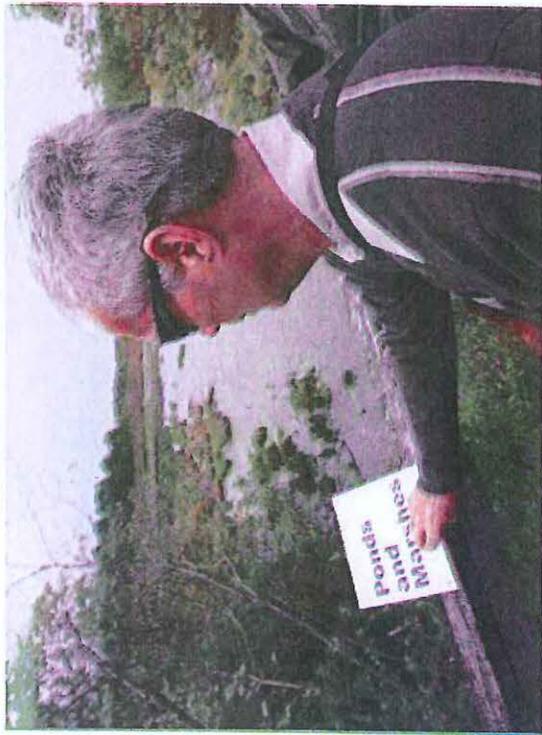
A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

Visually Impaired



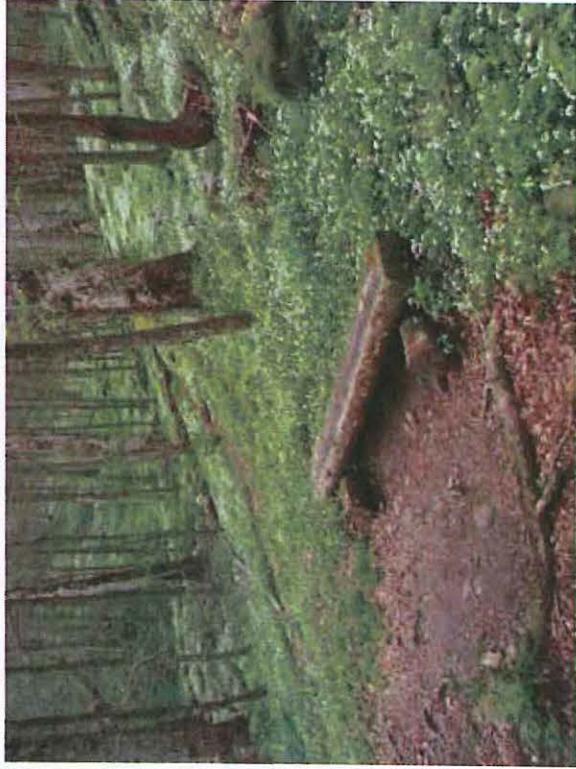
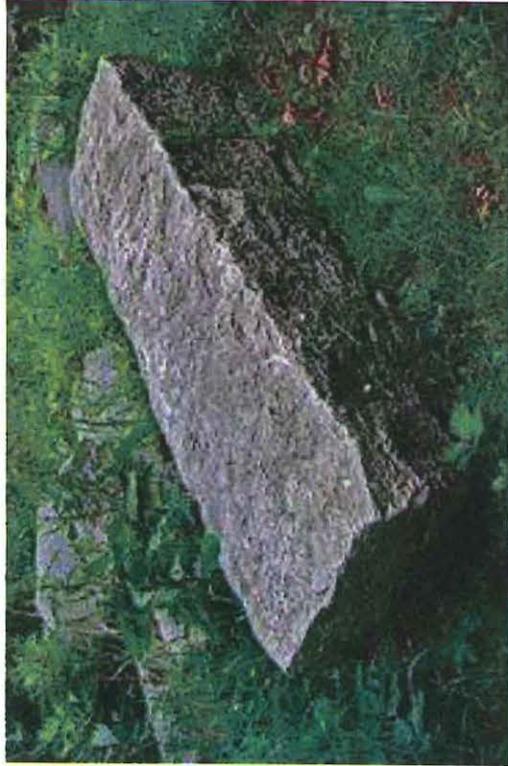
Opportunity for adding sensory enhancements for the blind –

- Guide Ropes
- Railings
- Signs in braille



A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

Benches



A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA

Interpretation



Celebrate water

Tell the site's history – Town's water use

Tell about how water moves through the site

Tell story of the naturally occurring flora and fauna



A.D.A. Trail @ the Reservoir
Dedham Avenue, Needham, MA



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 5/26/2015

Agenda Item	Mixed Use -128 Residential Overlay Zoning Proposal
Presenter(s)	Matt Talcoff, Chairman, Council of Economic Advisors Devra Bailin, Director of Economic Development

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
<p>Mr. Talcoff and Ms. Bailin will update the Board on the work of the Council of Economic Advisors (CEA) to prepare a proposal for a zoning overlay district that would allow residential uses in the Mixed Use – 128 District.</p>			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
3.	BACK UP INFORMATION ATTACHED	YES	NO
<ul style="list-style-type: none"> a. Revised Zoning Text for the Mixed Use-128 Residential Overlay for the Zoning Districts Mixed Use-128 and the Abutting Portions of Highland Commercial-128 (prepared by John Connery and revised by the CEA) b. 128 Mixed Use District Fiscal Profile of Multi-family Housing Option Needham Massachusetts, prepared by John Connery 			

128 Mixed Use District Fiscal Profile of Multi-family Housing Option Needham Massachusetts.

March 9, 2015

1.0 Preface

After review by the Needham Council of Economic Advisors (Council) on February 4th 2015, the following residential development program has been prepared as a more detailed reference for Committee's on-going zoning study.

The purpose of this analysis is to illustrate the fiscal profile of a theoretical multi-family development within the Mixed Use 128 zoning district in Needham Massachusetts (MU-128). The base scenario assumes 250 luxury rental units of which 50% are one bedroom apartments; 40% are two bedroom apartments; and 10 are three bedroom apartments. Further, the base scenario also assumes that 12.5 % of all unit types will be made available for affordable housing consistent with the guidelines of MGL 40B. In order to examine the implications of unit mix and percent affordable characteristics on fiscal outcomes this report will also examine different unit mix scenarios and lower affordable housing percentage requirements.

In general terms, the objective of this report is to illustrate the long term fiscal profile of the base scenario various multi-family scenarios, in order to assist the Town of Needham's efforts in reviewing the appropriateness of the existing the MU 128 district and the possibility of creating a MU 128 residential overlay. As such, this report will generate an estimated cost to revenue ratio at project stabilization for a base scenario; and an estimate cost to revenue ratios for alternate scenarios. The fiscal projections are intended to provide the Town of Needham with an understanding of how a multifamily development in the MU-128 district will likely affect the local tax base over the long term. The specific values used to generate various municipal cost estimates should be considered as the average annual costs; meaning that the actual overall fiscal profile and individual cost and revenue components may fluctuate depending on background local, regional, or national economic conditions in the future.

All specific municipal cost estimates are intended to illustrate the magnitude of the financial impact on the affected municipal departments for the purpose of constructing an overall fiscal profile. The cost estimates are not presented as budget recommendations for an individual department. This report recognizes that the application of current and future municipal revenues and levels of service is the purview of the local officials and Town Meeting.

Projected student enrollments and associated education costs are major components of any fiscal report reviewing a large scale residential development. This report generates an estimated education cost value based on a projection of additional school age children and an associated cost per pupil for the purpose of generating an overall education cost to be used as part of the overall fiscal analysis. Similar to non-school cost estimates education cost estimates are not designed as budgetary or policy recommendations. Rather, the enrollment and cost projections

should be considered as information to be used in conjunction with other school department studies, plans, policies designed to meet future and ongoing educational objectives. The education cost estimates used in this report are intended to provide an estimate of the long term cost per student (current dollars). Near term school costs, approximately one to five years five years after stabilization, are most likely to be lower. However, this report takes the position that the measurement of education cost should be considered over the long term and thus allocates school costs on the basis of actual net school spending per student which provides a more accurate estimate of long term school cost.

Table 1 below provides a more detailed review of the base scenario with a 12.5% affordable component.

Table 1. Development Scenario

Residential Type	Market Rate	Affordable Rate	Total	Percent of Total
One Bedroom	109	16	125	50%
Two Bedroom	87	13	100	40%
Three Bedroom	22	3	25	10%
Total	218	32	250	100%

As shown in Table 1 above, the base scenario unit mix is strongly oriented towards smaller units with one and two bedroom units comprising 90% of the total. A scenario such as outlined above would likely be intended to provide quality rental housing opportunities for Needham residents; and to provide workforce housing for Needham Crossing and the Route 128 employment corridor.

2.0 Summary of Methodology

In considering the fiscal impacts of the Proposal, this report divides municipal service costs into two broad categories: general service costs (i.e. all non-education costs) and education costs.

As noted in the body of this report, the measurable general service costs will be primarily generated from public safety-related (police and fire services) and minor health department costs. The associated departmental cost estimates were generated by employing current operating budget levels and discussions with department heads and the written data they provided.

As with most multifamily developments, education costs represent the large majority of the total estimated annual service costs. Education costs have been applied based on an estimate of new students at project stabilization. The estimated student generation rate has been developed by examining comparable developments in Needham and in surrounding communities. (See Section 5.0 for details).

Education costs are driven by an estimate of net additional school-aged children to be enrolled in the Needham Public School System. The basic formula for determining the local education cost

estimate is (1) the actual net school spending per pupil (ANSS), as reported by the Massachusetts Department of Education for 2014, minus and (2) state aid (MGL Chapter 70), which is an annual revenue source and an adjustment factor for current building maintenance and operational costs. Actual Net School Spending (ANSS) includes all funds expended by the School Committee via the municipal budget, grants, and other funds as well as certain town expenditures including employee benefits but excluding certain types of expenditures such as transportation, adult education, and long-term debt. As such, ANSS provides an inclusive school cost estimate per net new student.

As stated, the equation for determining the Town's educational costs takes into account the fact that school costs are partially offset by Chapter 70 school aid from the Commonwealth. In order to provide an estimate of the fiscal impact of potential new school children from the Proposal at stabilization, this report assigns a Chapter 70 aid based on the current aid per student level. While it is not a prediction of future Chapter 70 aid to Needham, we believe it is a reasonable basis on which to estimate the costs associated with students generated by the Proposal. As reported by the Massachusetts Department of Elementary and Secondary Education on its web site "Chapter 70 Trends" in January of 2015 the Town's ANSS was \$14,367 with \$1,547 (10.8%) of total represented by Chapter 70 state aid.

Since Chapter 70 is a revenue source, for the purposes of this report, it is subtracted from total ANSS in order to provide an estimate of the portion of education cost borne by the local tax base. Accordingly, the cost per student relative to locally generated revenue local fiscal resources is approximately \$12,820 per student in this report.

2.2 General Service Cost Estimates

For all other municipal service costs i.e. general service costs, the report employs the FY2015 operating budget of the Town of Needham and includes those service categories that will most likely exhibit a measurable additional cost due to the test scenario. In this case, the Police Department, Fire Department, and Health Department are considered as impacted departments with the public safety departments representing the large majority of likely additional general service costs. It should be noted that the test scenario would be replacing existing uses that also to some small extent generate police and fire service costs. However, to be conservative in Town's favor the public service costs developed for this report are considered new costs without a deduction for past or current use. Finally, the individual departmental estimated costs are combined in the report to provide a total general service cost estimate.

It should also be noted that there are municipal operational budget categories that are properly not included in general service costs for purposes of determining fiscal impact, such as existing debt payments, municipal services paid by enterprise or similar accounts for water and sewer services and building department reviews and inspections which are paid for directly by fees charged to the developer. In addition, Public Works' responsibilities such as road maintenance and plowing of existing public roadways abutting the site area will not change as a result of the test scenario. In short, the measurable potential additional general service costs will be primarily associated with police and fire services, including ambulance service, and potentially some level of health department costs.

2.3 Revenue Projection

Service costs represent only one part of the fiscal equation. To appropriately estimate the annual fiscal impact of the Proposal, the estimated annual revenue stream (total annual income generated) must also be determined. As discussed with the Town's Assessor in January of 2015 the estimated assessed valuation this report employs a combination of nearby comparable developments and the stabilized income method consistent with current practices and methods in Needham.

Added to the projected property tax at project stabilization is an estimate of excise tax associated with the base scenario but not any estimate of additional Chapter 70 aid. Therefore, the real estate property tax at project stabilization plus the excise tax comprise the estimated annual revenue stream of the base scenario.

2.4 Fiscal Profile

The report compares the estimated total municipal service costs (both general service costs and education costs) to estimated total annual revenue to arrive at an estimated annual cost-to-revenue ratio, or annual fiscal profile. The findings are also expressed in terms of current dollars gained or lost annually at project stabilization.

As noted earlier, the objective is to provide Needham with an understanding of the long-term fiscal implications of the various scenarios. Accordingly, the most important finding presented in this report is the estimated cost-to-revenue ratio at stabilization since this finding reflects a long term fiscal profile. While the cost to revenue ratio will likely vary slightly from year to year due to background regional or national economic trends, it is the best measure of the long term projected fiscal performance of the various scenarios.

3.0 Summary of Findings

- The tested scenario with a unit mix of 50% one bedroom; 40% two bedroom, and 10% three bedroom and a 12.5% affordable requirement has a positive cost to revenue ratio of 0.76 and would generate an annual fiscal benefit of approximately \$189,000 at stabilization (current dollars).
- One time building permit fees associated with the test scenario are estimated to be in the range of \$300,000 \$325,000.
- The test scenario has an estimated assessed value of \$65,860,000. Note: *all* current commercial properties along Charles Street in the MU-128 district have a combined assessed value of approximately 8,800,000.
- The test scenario will generate an annual average of 33 school aged children. In operational terms the number of students would most likely fluctuate between 28 and 38 in any given year.
- If all or portions of the tested scenario could be offered as a viable condominium development the overall fiscal profile would improve significantly. Specifically, the value of condominium units would have an assessed value two to three times higher than the assessed value of an “equivalent” rental unit; while the overall service costs would remain essentially unchanged.
- If the tested scenario were combined with commercial development i.e. a mixed use development ; the cost to revenue ratio and annual fiscal benefit could improve significantly, given the scale of the commercial development since the commercial component would not generate education costs and would taxed at a higher tax rate.

4.0. General Service Costs

This report uses the City's FY2015 operating budget to reflect overall annual departmental costs. To estimate applicable general service costs, this report uses information provided by various Town Departments in January of 2015.

Residential Service Costs – Police Department

Data provided from the Police Department in January of 2015 for the years 2011 to 2014 indicated the total annual call volume of approximately 35,000 calls per year all types.

It is important to note that a significant portion of the public safety calls and costs are *not* directly related to residential land uses. Office, retail, industrial and uses plus public facilities, institutional uses, recreation uses, and town wide traffic management create significant public safety service demands. In this instance, data sampling by the Needham Police Department indicates that approximately 27% of all service calls emanate from residential land uses or 9,450 calls.

Additional data provided by the Needham Police Department, for the nearby comparable development of Charles River Landing (CRL), indicates 187 calls for service in 2013 or a rate of 0.53 calls per unit for the 354 unit development. This call rate represents the highest call rate of the past 5 years; the lowest call rate was 90 calls in 2010. The broad range in call rates serves as a reminder the volatility year to year of public safety service calls at any one location. This analysis, to be conservative, applies the 0.53 call rate to the base scenario. Accordingly, the 250 units of the base scenario may generate up additional 133 calls for service.

Further, it is important to note there is no accurate way to indicate the cost of a police response to a dwelling unit. Assuming a one to one relationship of call volume to service cost is likely not accurate form of cost estimating. This report recognizes that most likely there is not a proportional relationship between number of service calls and cost. Accordingly, to recognize that annual costs may be higher than the average on any given year this report assumes that 27% of the service calls is equivalent to 40% of overall police service cost, or a 50% rate as opposed to assuming a direct relationship between the police call rate and budget allocation. Therefore, 40% of the current police budget of \$6,013,261 represents approximately \$2,405,000 in annual service cost generated by residential land uses.

The 133 additional calls would increase the annual residential call rate by 1.4% (133 calls divided by 9,450). However, further recognizing the volatility in call rates this report will employ a 2% increase in the call rate. At said rate, the base scenario could increase annual police costs by as much as \$49,000 (current dollars).

See table 2 below for a summary of Police Costs

Table 2. Service Costs - Police

Department	FY 2014 Budget	Residential Cost Factor 40%	New Calls	Percent Increase	Estimated Annual Cost
Police Dept. (1)	\$6,013,261	\$2,405,000	\$133	2%	\$49,000

(1) Includes Public Safety Dispatch Budget

Residential Service Cost –Fire Department

Data provided in January of 2015, the Needham Fire Department indicates that total number of Fire Department service runs in 2014 was 3,559 of which 2,598 or 73% were responses to residential locations. Accordingly, with approximately 11,100 dwelling units in Town’s Fire Department averaged 0.23 runs per dwelling unit in 2014. Applying this ratio we can anticipate 58 additional fire department runs (all types) generated from the 250 unit base scenario.

The 2015 Fire Department Budget is \$7,218,973. Given that the large majority of calls are to residential land uses an average cost per call approach has merit. While not all residential service calls have the same cost this report assumes that 73% of the fire department budget approximately \$5,413,855 is expended on the 2,598 residential service calls. As noted, the base scenario will generate approximately 58 new service calls or an increase of 2.2%. Therefore, the 58 additional runs may generate up to \$119,104 in service costs. It is likely that the cost estimates noted above are conservative (high) because the number of people per unit in the base scenario is considerably lower than the average dwelling unit in Needham by about half.

Therefore, we examined a per capita analysis which is more sensitive to the population per unit issue. The \$5,269,850 portion of the Fire Department budget associated with residential land uses provided services to approximately 29,500 residents. Accordingly, the fire service cost per capita cost is approximately \$179 per person per year. Assuming a population of approximately 400 people in the base scenario the per capita method (1.6 per unit) yields a cost of \$72,000 per year.

For the purposes of this cost estimate the report will assume the average of all the methods which yields a cost estimate of approximately \$95,000 per year.

Ambulance Service.

Needham has an advanced life care service rating for its ambulance services. In general terms this allows Needham to secure insurance reimbursements for ambulance service calls. However, in reality, an unknown number of insurance calls in any one given year are provided to non-insured individuals. In general terms, the reported 2,598 residential ambulance service calls is essentially the same as the fire service call per residence or 0.23 calls per dwelling unit. Using

this value we can estimate an additional 58 ambulance service calls or an increase of 2.2% due to the 250 unit base scenario.

The cost for the 2,598 residential ambulance service calls is estimated by the fire department to have been \$3,161,910 in 2014. Therefore, the cost per call was approximately \$1,217. However, the cost for ambulance service is an insurance reimbursable item but not all calls are covered by insurance. At the present time approximately 94% of Massachusetts residents have health insurance coverage. Using this metric up to 6% of the anticipated 58 additional calls or 3 calls may not be covered by insurance. At this percentage, the Town would need to absorb approximately \$4,000 of additional cost from the base scenario.

Adding the ambulance service cost with the estimated fire service cost generates a combined estimate for fire department services of \$99,000 per year.

Health Department

A multi-family development with a common room/meeting room facilities, pools and health club facilities will require additional Health Department inspections. While most inspections require a fee, the number for health inspections that may be generated by the new residents calling for service is unknown and these calls for service will occasional generate health department costs. While a development the scale of the base scenario will have on site management and all residents will be interviewed prior to lease signing it is possible that the Health Department may see additional health related service calls from individual residents.

The Health Department FY 2015 budgets is \$577,215 and while the department also services commercial uses, for the purposes of this report, all health department costs will be assigned to residential dwellings. Given approximately 11,100 dwelling units in Needham, the Health Department cost per dwelling is estimated at \$52 per dwelling unit. Applying said average cost the Proposal may generate up to \$13,000 in additional annual health department costs. Accordingly, this report will carry a Health Department additional cost of \$13,000. Again, similar to police and fire service costs this cost estimate could vary significantly in either direction given future circumstances, but in general terms the Health Department costs are not a significant of service cost for this or similar developments.

Other General Service Costs

Water and sewer costs will be addressed via enterprise accounts for said services established by the Town of Needham. Similarly, Building Department costs will be covered by the required permit fees. The additional population should not require additional staffing for general government services such as Town Clerk, Treasurer, and Selectman; or for services such as libraries or recreation. Further, budget items like current municipal debt are not applicable since they pre-date the Proposal. Accordingly, municipal the departments that will experience measurable additional costs are Police, Fire and the Health Department.

Total General Service Costs

Table 4 below summarizes the total estimated annual general service costs (current dollars) associated with the Proposal with an understanding that in any given year costs could be higher or lower. Depending on public safety events.

Table 3. Estimated Total General Service Costs

Department	Annual Cost
Police	\$ 49,000
Fire	\$ 99,000
Health	\$ 13,000
Total	\$161,000

5.0 Education Costs

For this report, school student generation rates will be estimated by unit type. Specifically, one bedroom market and affordable, two bedroom market and affordable and three bedroom market and affordable.

One Bedroom units

For the purposes of this report studio and one bedroom units will conform to the regional norm and not generate any measurable number of school aged children (SAC).

Two Bedroom Units

Two bedroom units, while not considered a typical family oriented unit type, does generate school aged children in a consistent and measurable fashion. The nearby 354 unit Charles River Landing (CRL) has a gross student generation rate of only 0.067 per unit due to the fact that 70% of all units are one bedroom units. However, when applying the total number of students (currently 24) to only the 106 two bedroom component we derive a rate of 0.226 students per unit. This ratio is a good two bedroom comparable for our use since it also includes a 25% affordable component; and further the base scenario will likely have a similar rent structure to CHL.

Three Bedroom Units

Newer larger scale multi-family developments with a three bedroom component including a 25% affordable factor are relatively rare and in most cases student identification cannot be related to unit type due to reasons of privacy laws. However, based on my experience three bedroom market rate units have a regional average of as 0.65 students per unit; essentially mimicking the student per single/two family rate found in the region i.e. a range of 0.40 to 0.75. The estimated current single/two family rate in Needham of is approximately 0.70 representing the high end of the regional experience.

Importantly, we have found that the affordable unit student generation rates in the region are two to three times the student generation rate of its market rate comparables. Accordingly, a student generation rate of 1.3 for affordable three bedroom units is applied in this instance. Note that said three bedroom affordable rate is significantly higher than town wide single family rate of 0.70.

Table 4 below illustrates student generation estimates by unit type for the base scenario.

Table 4. Student Generation by Unit Type

Type and Number of Units	Number of Units	Student Generation Rate	Number of Students
One bedroom, mkt.	109	0.00	0
One bedroom aff.	16	0.00	0
Two bedroom (1)	100	0.12 (1)	15
Three bedroom mkt	22	0.65	14
Three bedroom, aff.	3	1.30	4
Total	250	0.132	33

(1) Current Charles River Landing composite two bedroom student rate i.e. market and affordable units is 0.226 with a 25% affordable component. The test scenario has an affordable component of 12.5%. The aggregate student rate for two bedrooms has been reduced to 0.12 for this scenario.

As shown above the test scenario would, on average, generate 33 students per year. In operational terms the number of students would most likely fluctuate between 28 to 38 students in any given year.

5.2 Estimated Annual School Cost and Enrollment Patterns.

The Town of Needham has a FY15 estimated actual net school spending (ANSS) of approximately \$14,367 student pupil. Of that amount, \$1,547 is state Chapter 70 education aid; a revenue source. Therefore, the Town's tax base supports \$12,820 per student. Applying the \$12,820 cost to the estimated 33 students, the additional annual school cost to be absorbed by the local tax base would be approximately \$423,000 (current dollars).

5.3 Total Service Cost

Assuming per pupil education costs of \$423,000; and general service costs of \$161,000 the total annual municipal service costs will be the long term annual service cost is estimated at \$584,000 (current dollars). See Table 5 below for a general summary of total service costs.

Table 5, Summary of Municipal Service Cost

Proposal	General Service Costs	Education Costs	Total Service Costs
250 Rental Homes	\$161,000	\$423,000	\$584,000

6.0 Revenue Projection

The revenue estimate relies on the current valuation of the one and two bedroom units at the nearby Charles River Landing (CRL); a development with a 12.5% affordable component, similar to the base scenario.

CRL, however, does not have a three bedroom component, therefore for that aspect of the revenue estimate this report applies Needham's current income method model to the 25 three bedroom units and the estimated rents. Specifically, the income method with the following values; a 10% vacancy factor, a 25% operation and maintenance deduction and a cap rate of 9% has been applied to the three bedroom units. Further, the assumed aggregate for three bedroom rents are \$4,100 for the 22 market rate units and \$1,400 for the 3 affordable units. This approach generates an assessed value of \$8,496,000 for the three bedroom component.

As referenced, this report uses the Charles River Landing assessed values to estimate the values of the 196 market rate one and two bedroom units and the 56 affordable one and two bedroom units. Based on current data the CRL aggregate one and two bedroom market rate assessed value is \$279,105 per market unit and the affordable units at \$107,250. Applying these values to the unit count noted above yields an estimated value of \$54,704,580 for the 196 market rate units and \$2,037,750 for the 56 affordable one and two bedroom units.

Table 6. Assessed Value Estimates by Component

Component	Assessed Value
196 one and two bedroom market rate units (1)	\$54,704,580
56 one and two bedroom affordable units (1)	\$ 2,037,750
22 three bedroom market rate units	\$8,118,000
3 three bedroom affordable units	\$378,000
Club house and amenities	\$1,000,000
Total	\$65,860,600

(1) Based on CRL current assessed values.

Given the current residential tax rate of \$11.29 the scenario will generate approximately \$743,000 in property taxes. Further, assuming there will be at least approximately 300 registered vehicles on site, applying an excise tax of \$100 per vehicle would result in an additional \$30,000 in annual revenues. Therefore, the total annual revenue stream is estimated to be approximately \$773,000.

See Table 7 below.

Table 7. Summary-Annual Revenue Stream

Base Scenario	Assessed Value (1)	Annual Property Tax	Annual Excise Tax	Annual Revenue Stream (1)
250 Rental Homes	\$65,860,000	\$743,000	\$30,000	\$773,000

(1) At stabilization (current dollars)

7.0 Estimated Long Term Fiscal Profile

With the annual revenue stream estimated at \$773,000 at stabilization (current dollars) and total annual service cost of approximately \$584,000 the test scenario will have a cost-to-revenue ratio of approximately 0.76 and is moderately revenue positive.

Table 8. Summary of Fiscal Profile

Proposal	Annual Revenue	Annual Cost	Cost to Revenue Ratio	Annual Benefit (loss)
250 Residences	\$773,000	\$584,000	0.76	\$189,000

The report finds that the base scenario generates long term cost to revenue ratio of 0.76; moderately positive.

8.0 One Time Fees

Given the current requirement of a construction related permit fee of \$0.80 per square foot this report estimates that one time building permit fees paid to the general fund will be between \$300,000 and \$325,000. This sum, after deducting Building Department construction monitoring costs, will likely generate a significant one time fiscal benefit for Needham.

9.0 Summary of Additional Fiscal Findings from January30 2105 Report

The following summary of estimated fiscal findings for various development scenarios was a part of the initial fiscal analysis reviewed by the Council on February 4th. It is being duplicated here to provide context for the scenario examined in this report.

Introduction

The base scenario examined in detail in this report (January 30th) served as the control point for the following scenarios. In order not to duplicate the methodology text, this section of the report presents a summary analysis of various unit mix and percent affordable requirement scenarios and their resulting fiscal profiles. Using the same data and methodologies for service cost and revenue this portion of the report assumes that the general service costs associated with each scenario remains constant at \$161,000 per year but that the school costs and revenues collected due to changes in unit mix and affordable requirements drive the alternate fiscal outcomes.

Please note, given the finding that the base scenario (50% one bedroom, 40% two bedroom and 10% three bedroom) generates a revenue neutral profile. No scenario has been included that will create a negative profile. Also all annual revenues include \$30,000 in excise taxes.

Alternate 1:

Increase one bedroom component from 50% to 60%; reduce two bedroom component to 30% maintain 10% three bedroom component; and the 25% affordable requirement.

- Number of students: a decline of 6 students from 41 to 35.
- Reduction in service costs of \$77,000; from \$712,000 to \$635,000.
- Change in assessed value: minus 2.5 million; a tax revenue decline of \$28,000 from \$718,000 to \$690,000.
- Cost to revenue ratio 0.92, slightly positive fiscal profile.
- Annual revenue benefit: \$55,000.

Conclusion: A small annual fiscal benefit is generated; primarily due to a reduction in number of students from 41 to 35.

Alternate 2

An increase in the one bedroom component from 50% to 70%; a 20% two bedroom component; a 10% three bedroom component and maintain 25% affordable.

- Change in student number from base scenario: a decline of 12 students from 41 to 29.
- Reduction in service costs of \$154,000; from \$712,000 to \$558,000.
- Change in assessed value: minus 5 million; a tax revenue decline of \$56,000 from \$718,000 to \$662,000.
- Cost to revenue ratio 0.84; moderately positive fiscal profile positive profile.
- Annual revenue benefit: \$104,000

Conclusion: A 70% one bedroom component with 10% three bedrooms an 25% affordable generates a moderate annual benefit due to significant reduction in student generation from 41 to 29.

Alternate 3

Maintain one bedroom component at 50%; increase two bedroom component to 50%; eliminate three bedrooms: maintain 25% affordable.

- Change in student number from base scenario: a student decline of from 41 to 27.
- Reduction in service costs \$180,000; a decline from \$712,000 to \$532,000.
- Change in assessed value: minus 6 million; a tax revenue decline of \$68,000 from \$718,000 to \$650,000.
- Cost to revenue ratio of 0.82; moderately positive.
- Annual revue benefit: \$118,000.

Conclusion: Moderate gain in annual benefit as compared to Alternate 2 due to a significant reduction in average annual students 41 to 27. A corollary to this scenario: If the unit mix changed to 60% one bedroom the annual benefit would increase to approximately \$150,000 due to a further reduction in students 3 to 4.

Comments on Alternatives 1-3.

We can improve the fiscal outcome of the base scenario by either removing three bedrooms or by increasing the percentage of one bedroom units but the improvements are modest except in instance where all three bedrooms are removed. Maintenance of the 25% affordable factor acts as a significant fiscal drag in Scenarios 1-3.

Alternate 4

Maintain unit mix of the base scenario and reduce affordable rate to 12.5%

- Change in student number from base scenario: a decline of 8 students from 41 to 33
- Reduction in service costs of \$103,000; from \$712,000 to \$609,000.
- Change in assessed value; increases by approximately 5 million; revenue increases by \$56,000 from \$718,000 to \$774,000.
- Cost to revenue ratio 0.79; strong moderate positive fiscal outcome.
- Annual revenue benefit: \$165,000.

Conclusion: The base scenario moves to a moderate positive fiscal profile by reducing affordable rate by 50%. Assessed values increase and school costs drop by one third.

Alternate 5

Increase one bedroom units to 60%, maintain 10% three bedroom; reduce the affordable rate to 12.5%

- Change in student number from base scenario: students decline by 16 from 41 to 25.

- Reduction in service costs \$205,000; from \$712,000 to \$503,000
- Change in assessed value: increase by approximately 4 million; revenue increases \$45,000 from \$718,000 to \$763,000.
- Cost to revenue ratio 0.66, a sustainable positive fiscal outcome.
- Annual revenue benefit: \$260,000.

Conclusion: The base scenario moves into a positive and sustainable fiscal profile by reducing affordable rate by 50% and increasing one bedroom component 60%; resulting in higher assessed value and significantly lower school aged children.

Concluding Comments

The fiscal profile of the base scenario can be improved by altering the unit mix to require more than 50% one bedrooms but the resulting fiscal improvements are relatively minor to moderate. However, when the unit mix requires a component of more than 50% one bedroom and includes a reduction in the affordable requirement to 12.5% the fiscal profile of a 250 unit multi-family development improves noticeable and is likely to result in a clearly positive and sustainable fiscal profile.

If a positive fiscal outcome is desired as one of the outcomes of the potential zoning overlay, then at latest a 50% one bedroom requirement needs to be considered along with reductions in the required affordable percentage.

Memorandum

May 13, 2015

To: Board of Selectmen

From: Devra G. Bailin (originally prepared by John Connery, Connery Associates, Consultant and revised by CEA)

Re: Revised Zoning Text for the Mixed Use-128 Residential Overlay for the Zoning Districts Mixed Use-128 and the Abutting Portions of Highland Commercial-128

Date: May 13, 2015

The following text is recommended to the Board of Selectman by the Council of Economic Advisors (“CEA”) for adoption of zoning amendments for a Mixed Use-128 Residential Overlay and is the result of study by the CEA into the proposed rezoning and fiscal impacts thereof dating back to July of 2014 and continuing through May of 2015 with the guidance and expertise of its consultant.

Purpose.

The purposes of the Mixed-Use Overlay District (hereinafter referred to as the “MUOD”) include but are not limited to:

- Promoting a range and balance of land uses;
- Facilitating integrated physical design and encouraging interaction among activities;
- Permitting mixed use (commercial and residential) on sites that are zoned within Mixed Use-128 and the northern Highland Commercial-128, i.e. the northern portion of Highland Commercial-128 abutting the Mixed Use-128 zoning district (hereinafter “the abutting Highland Commercial-128”).
- Permitting mixed use (commercial and residential) on sites currently zoned Mixed Use-128 and the abutting Highland Commercial-128.
- Establishing controls which will facilitate responsible development while protecting the public interest by limiting the aggregate amount of development;
- Permitting flexible development on individual lots;
- Promoting site features and layouts conducive to a variety of uses;
- Promoting a pedestrian-friendly living and working environment;
- Providing housing for high tech, life science, and other workers in the N2 Corridor.

Definitions.

Concept Plan: An optional submittal for a Master Special Permit which provides a preliminary site plan for MUOD projects detailing the proposed character, uses, site layout, impacts and amenities. The requirements of the Concept Plan are set forth in the following sections.

Mixed-Use Project: A combination of retail, office, municipal, service establishments and residential uses, as may be approved by the Planning Board for the MUOD by issuance of the Master Special Permit.

Master Special Permit (“MSP”): The Special Permit that an applicant must obtain as a precondition to or in conjunction with obtaining any Site Plan Review approvals as provided in the Section 7.4 Site Plan Review.

Site Plan Review: The Site Plan Review that an applicant must obtain as part of approval for any MUOD Project.

MUOD: The Mixed-Use Overlay District (“MUOD”) comprising the land presently part of the Mixed Use-128 District and the abutting Highland Commercial-128 District.

Overlay District.

The MUOD is an overlay district superimposed on the Mixed Use-128 and the abutting Highland Commercial-128 District (i.e. the western side of Highland Avenue adjacent as shown on the accompanying zoning map. All uses permitted by right or by Special Permit in the pertinent underlying zoning district shall be similarly permitted in the MUOD, subject to further provisions of this Article. Where the MUOD authorizes uses not otherwise allowed in the underlying district, specifically multifamily residential, the provisions of the MUOD shall control. The Planning Board shall be the Special Permit Granting Authority (“SPGA”) for every MSP and any other Special Permit required for development. Nothing herein shall be construed to supersede the provisions of other overlay districts applicable in the MUOD, except as set forth herein.

Approval Process.

1. Overview.

Prior to applying for a building permit for a MUOD Project, the following review sequence is recommended.

1. Concept Plan at the discretion of applicant.
2. Master Special Permit application and MUOD Plan Review application

The Planning Board shall promulgate and adopt rules and regulations governing applications in the MUOD. Such rules and regulations shall take effect upon their filing with the Town Clerk, and applications must be submitted on a form provided by the Planning Board and must be in accordance with those rules and regulations, as they may be amended from time to time.

After approval of the Site Plan, no structure previously approved by Site Plan may be re-used or changed structurally, and no exterior features may be changed, unless the Planning Board or its designee approves such changes in such manner as the Planning Board determines applicable.

2. Concept Plan.

Prior to the application for approval of any MUOD project, a Concept Plan may be filed with the Planning Board for review at a scheduled public meeting or meetings. The Concept Plan shall generally define the proposed character, uses, site layout, impacts and amenities. The Planning Board shall provide written commentary regarding whether the Concept Plan is in compliance with the provisions of this MUOD. A Concept Plan submission at a minimum shall include:

1. A preliminary survey plan signed by a registered surveyor;
2. A preliminary site development plan (signed by a registered architect or other pertinent design/engineering professional) showing the location and footprint(s) of all proposed buildings, general site grading with finish floor elevations, parking locations and total spaces allocated, landscaping concepts, roads, walkways, egress and access roads, open space and wetlands;
3. A preliminary utilities plan showing the proposed location of all germane utilities such as water supply, sewer service, storm water, gas, electric and other germane and or similar utilities;
4. A preliminary subdivision plan, if applicable;
5. Proposed buildings as to location, use classification, general architectural design, and size; and
6. A zoning chart detailing uses and dimensional requirements (existing, required and proposed) including the need for special permits and/or waivers.

After review of the Concept Plan, the Planning Board shall provide written comments to the Applicant regarding the consistency of the Concept Plan with the objectives and criteria of the MUOD. The Planning Board may, in its written comments, provide suggestions regarding any and all aspects Concept Plan. The Planning Board shall advise the Applicant of the Planning Board's comments within sixty (60) days following submittal of the Concept Plan, unless such time is extended by written agreement of the Planning Board and the Applicant. The comments of the Planning Board on the submitted Concept Plan shall be advisory in nature and shall be without binding effect on either the Planning Board or the Applicant. Said comments shall not be subject to appeal.

3. Master Plan Special Permit (MSP).

Every MUOD project must obtain a MSP issued by the SPGA. The purpose of the MSP is to specify the design, architectural character, site layout and improvements, traffic improvements, traffic impacts and their mitigation, adequate egress and access from and to the site, environmental impacts and their mitigation, specific locations and uses for buildings, public amenities, future division of the property, and other information required for the public and boards of the Town.

No MSP shall be granted unless the proposed project is in compliance with the performance standards set forth in Section ____ [reference TBD].

A MSP shall govern all future development in a particular MUOD project. All construction and associated improvements must be in compliance with the MSP.

The Applicant must supply the Planning Board with sufficient copies of the Application for a -MSP, along with all supporting documents and plans, as are necessary to provide to other local boards, agencies, and officials for review and comment.

Any proposed structure or improvement to the site must be in compliance with the MSP. Anyone seeking in the future to construct any structure, make any site improvement or change to a different use must apply to the Planning Board for approval of such changes in such manner as the Planning Board determines applicable. Such change or modification must meet all the performance standards then in effect.

4. Special Permit and Site Plan Review within the MUOD.

Within the MUOD, the uses permitted by right or by Special Permit in the pertinent underlying zoning district shall be similarly permitted in the MUOD, subject to further provisions of this Article.

In addition to the uses allowed by right or by special permit in the underlying zoning districts, the following residential uses are allowed by MUOD-MSP: multifamily dwellings (defined herein as four or more dwelling units) and dwelling units above commercial uses allowed by right or special permit in the underlying zone. Single, two-family, or three family dwellings are not allowed.

MSP and other special permits must be obtained prior to or in conjunction with Site Plan Review Application or, in the event of future changes, in subsequent applications seeking modifications to the MUOD MSP and Site Plan.

The purpose of the Site Plan Review shall be to ensure that any proposed building and site improvements are in compliance with the MSP, the uses approved therein, and provide for efficient site flow and improvements, requisite traffic improvements and

mitigation of project impacts, adequate egress and access from and to the project, mitigation of environmental impacts, and designation of specific locations and uses for buildings, structures and public amenities. Site Plan Review shall include the following components for review and approval: building design and elevations, directional signage, landscaping, lighting, parking, and compliance with the MSP. The application shall also be reviewed for compliance with performance standards set forth in Section ___ [TBD] and with the specific conditions of the proposed MUOD MSP.

The Planning Board shall hold its hearing on a MSP, other special permits, and Site Plan Review application only after receipt of complete applications. A written decision shall be rendered by the Planning Board, and filed with the Town Clerk, within sixty (60) calendar days after the first hearing, unless such time period is extended in writing by agreement of the Planning Board and the Applicant. Any appeal from a decision of the Planning Board shall be made to a court of competent jurisdiction in accordance with the provisions of M.G.L. Chapter 40A, Section 17.

After approval of the Site Plan Review application, special permits (if applicable), and MUOD MSP, no structure previously approved previously may be re-used or changed structurally, and no exterior features may be changed, unless the Planning Board or its designee approves such changes in such manner as the Planning Board determines applicable to the particular change.

Special Permit Decision.

Any special permits required for uses and/or dimensional requirements in the underlying zoning districts shall be subject to the criteria set forth in other sections of the Zoning By-Law in regards to the granting of special permits:

When the application is for a MSP, the Planning Board shall consider the following criteria, in addition to the criteria set forth in other sections of the Zoning By-Law in regards to the granting of special permits:

1. Whether the MUOD project complies with the use regulations, dimensional requirements and performance standards set forth herein;
2. The MSP shall be granted in the MUOD by the Planning Board only upon the Board's written determination that the adverse effects, if any, of the proposed MUOD project will not outweigh its beneficial impacts to the Town or the neighborhood, in view of the particular characteristics of the site.

Special Permit Conditions.

Where the Planning Board grants any special permit and/or MSP, the Board may impose additional reasonable conditions, safeguards and limitations on time and use, including but not limited to the following:

1. A phasing schedule for construction of each component part of the project which ensures integration of residential, nonresidential and municipal uses;
2. A demolition and construction schedule, including a construction traffic management plan;
3. Hours of operation, delivery times and lighting schedule;
4. Recording of approved special permits, MSP, and Site Plan Review decision in the Norfolk Registry of Deeds, and if registered land, in the Land Court prior to the issuance of any building permits.
5. All development shall be in compliance with plans approved in the MSP, other special permits and Site Plan Review decision and with all applicable federal, state, and local laws, rules and regulations and By-Laws.
6. If circumstances so warrant, with respect to a MSP, to require continued monitoring of off-site impacts to traffic and the environment in appropriate locations with regard to MUOD development; and
7. The Planning Board or its designated representative shall have the right to make inspections during the construction process.

Time Limit.

Until such time as the MSP and Site Plan Review decision are issued for a MUOD project, and the appeal period following the Planning Board's decisions have expired, the provisions of the underlying zoning shall solely govern the use and development of the property comprising the MUOD. At the time of the issuance of the first certificate of use and occupancy for a building with the MUOD, the zoning of the MUOD shall apply. If an Applicant has not made effective use of an issued MSP within two years of its issuance, then the MSP shall expire.

Dimensional Requirements.

The dimensional requirements of any MUOD Project shall be governed by the dimensional requirements of the underlying zoning district(s) except as follows:

1. Height Limit: 70 feet and up to 84 feet by special permit, except within 350 feet of a river, in which event the building shall be limited in height to 54 feet.
2. Maximum Building Area to Lot Coverage: 65%.
3. Minimum set back requirements from all lot boundaries shall be consistent with the setback requirements of the underlying district.
4. Maximum FAR: 3.0 (not to include parking garages or below grade parking).
5. As to residential units, parking shall be provided at 1.5 cars per unit, except affordable units may be allowed to provide only 1 car per unit. Commercial development shall meet off-street parking requirements of the underlying district.
6. The Minimum Lot size for development for a MUOD project shall be two (2) acres.
7. Consistent with Section 4.9.3 of the Needham Zoning By-Law, the Planning Board by special permit may waive any applicable dimensional regulation, including the regulations noted above, by 25%. However, this ability to grant waivers shall not include the limits on height. Further provided, the ability to grant waivers

from the parking requirements for residential units shall be governed by the special permit provisions of Section 5.1.1.5 of the Needham Zoning By-Law.

Performance Standards.

The development of a MUOD Project in the MUOD shall comply with the following performance standards in lieu of those set forth elsewhere in the Zoning By-Law:

Residential Development.

1. Residential Development Cap: In the MUOD district no more than 250 multi-family units shall be permitted.
2. At least 40% of all dwelling units within any MUOD-project shall be one-bedroom units but not more than 70%. Further, so long as State regulations require projects to include 10% three bedroom units, 10% of all units shall be three bedroom units.
3. At least 10% of all dwelling units shall be Affordable Units as defined below.

Landscaping.

The Applicant shall prepare a landscaping plan showing that the MUOD Project will meet the landscaping requirements of the Needham Zoning By-Law and the following standards: promote the establishment, protection, and enhancement of the natural landscape; ensure appropriate use of plant material in new construction; preserve natural tree cover; and promote the inclusion of new tree planting in order to reduce visual blights, noise and glare, prevent soil erosion, reduce stormwater runoff, increase ground water discharge, create shade and reduce solar overheating.

Massing.

Any buildings proposed for a MUOD project shall provide visual relief along the façade of the each building.

Building design throughout a MUOD project shall include designs which promote visual relief by varying roof lines, height and other aesthetic features.

Buildings throughout a MUOD project shall include a mix of occupants.

Screening and Buffer Requirements.

A MUOD project shall provide an appropriate visual barrier between features of the Mixed-Use Project and public streets and abutting properties. Dumpsters, trash handling areas, mechanical equipment at ground level or roof top, service entrances, utility

facilities for building operation, loading docks or spaces and similar components shall be subject to visual barrier as determined by the Planning Board.

Stormwater Management.

The stormwater management system serving any MUOD project shall comply with all applicable federal, state and local laws, rules, regulations and By-Laws.

Roadways.

In order to assure there is adequate access and egress for emergency vehicles and normal traffic expected in the Mixed-Use Project, and safe pedestrian access, the roadways serving the MUOD Project shall comply with the By-Law. An applicant must demonstrate that the adequacy of the roadways providing access and egress to and from the MUOD Project and within the site itself ensures safe vehicular and pedestrian traffic.

Parking and Loading Standards.

An application for MUOD MSP shall include a parking plan setting forth the number of parking spaces and loading areas, the location and design of same, including lighting and landscaping. If required by the Planning Board, the application shall also include a parking and loading study which support such plan. The required off street parking spaces may be accommodated by employing at grade parking areas, parking garages or below grade parking areas. Further, podium parking, a form of below grade parking, shall be allowed if the parking structure is not more 4 feet above finished grade and designed and/or landscaped in a manner that the Planning Board deems sufficient to properly buffer the podium parking structure from view.

Affordable Units.

The following standards shall apply in the MUOD. All projects shall include Affordable Units,; further at least 10% of the dwelling units shall be Affordable Units. The term "Affordable Unit" shall mean a dwelling unit reserved in perpetuity for rental or ownership by a household earning less than 80% of area median family income, and priced to conform with the standards of the Massachusetts Department of Housing and Community Development ("DHCD") for rental or ownership units set forth in 760 CMR 45.03(4), as amended from time to time, in order that such Affordable Unit shall be included in the DHCD Subsidized Housing Inventory. Affordable Units shall be subject to the following conditions:

1. The Affordable Unit shall be affordable in perpetuity. A Deed Rider or other suitable restriction shall assure this condition. The Deed Rider shall be structured to survive any and all foreclosures.

2. Where the Affordable Units are proposed for sale, the continuing enforcement of the Deed Rider through subsequent resales shall be the subject of a Monitoring Agreement.
3. The Deed Rider and Monitoring Agreement shall be drafted in compliance with State requirements, as amended from time to time, and guidelines promulgated thereunder. The Deed Rider and Monitoring Agreement shall be subject to the review and approval of Town Counsel prior to the issuance of a certificate of occupancy for any dwelling unit.
4. The Affordable Unit shall conform to the standards of DHCD for inclusion in the DHCD Subsidized Housing Inventory.
5. A right of first refusal shall be granted to the Town or its designee for a period not less than 120 days after notice thereof.
6. Affordable Units shall satisfy the design and construction standards of the Local Initiative Program, as amended from time to time, with regard to distinguishability from market rate units.
7. Each Affordable Unit must be constructed and an occupancy permit obtained at the rate of one Affordable Unit for every nine market rate units.
8. In computing the number of required Affordable Units, any fraction of a unit must be rounded up, and the result shall be the number of Affordable Units to be built within the MUOD and not off site.

Peer Review.

The Planning Board, at the expense of the Applicant and pursuant to M.G.L. Chapter 44, Section 53G, may engage qualified peer reviewers, including, but not limited to, traffic engineers, civil engineers, landscape architects, wetlands scientists, lighting technicians, and experts on impacts, to review all Concept Plans, special permit applications, MSP, and Site Plan Review applications.

Rules and Regulations.

The Planning Board shall adopt rules and regulations for the implementation of this Section.



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 5/26/2015

Agenda Item	Boston Region MPO – Transportation Improvement Program Highway Funding
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
<p>At the May 7, 2015 MPO meeting, members approved changes to the staff recommendations for the FFYs 2016 – 2020 TIP, including advancing the Highland Avenue/Needham Street corridor project to FY2018.</p> <p>The Town Manager will recommend that the Board submit additional correspondence to the MPO in advance of its next vote, scheduled for June 11th.</p>			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
<p><i>Suggested Motion:</i> That the Board approve and sign a letter of support for the Highland Avenue/Needham Street corridor project to the Boston Region MPO.</p>			
3.	BACK UP INFORMATION ATTACHED	YES	NO
<p>a. Letter to the Boston Regional Metropolitan Planning Organization from Sean Pfalzer, Transportation Improvement Program Manager dated May 26, 2015</p> <p>b. Proposed Draft FFYs 2016 – 2020 TIP Target Program, revised 5/7/2015</p>			



TOWN OF NEEDHAM

TOWN HALL
1471 Highland Avenue
Needham, MA 02492-2669

Office of the
BOARD OF SELECTMEN

TEL: (781) 455-7500
FAX: (781) 449-4569
TDD: (781) 455-7558

May 26, 2015

Mr. Sean Pfalzer
Central Transportation Planning Staff
Ten Park Plaza Suite 2150
Boston, MA 02116

Dear Mr. Pfalzer:

The Town of Needham was pleased to learn that the Metropolitan Planning Organization (MPO) voted to advance the Reconstruction of Highland Avenue, Needham Street and the Charles River Bridge from Webster Street to Route 9 to fiscal year 2018. We fully support this decision.

As you know, the Town of Needham and the City of Newton have been working in collaboration over the past decade to bring this project to fruition. Most recently, MassDOT agreed to fund the construction of the signalized intersection at First Avenue as a separate project. In addition, the Town and the City jointly submitted an application for "MassWorks" funding which was approved by the Commonwealth. This funding will support the reconstruction of Highland Avenue from First Avenue to approximately Second Avenue in Needham, and the reconstruction of the Oak and Christina intersection in Newton. Inclusion of the balance of the project on the TIP will complete the project and will allow the Commonwealth to turn the roadway over to the communities.

The commitment of the Commonwealth to reconstruct the corridor and turn the right of way back to the two communities is critically needed and long overdue. We ask for the continued support of the MPO in advancing this project to fiscal year 2018. If you have any questions or need additional information, please contact Kate Fitzpatrick, Town Manager at 781-455-7500.

Very truly yours,

Maurice P. Handel, Chairman

Matthew D. Borrelli, Vice Chairman

Marianne B. Cooley, Clerk

Daniel P. Mathews

John A. Bulian

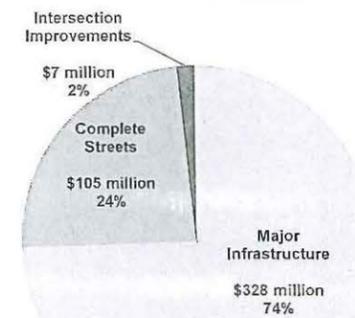
Proposed Draft FFYs 2016-20 TIP Target Program

Proponent(s)	TIP ID	Project Name	Investment Category	Current FFY 2015	Proposed FFY 2015	Current FFY 2016	Proposed FFY 2016	Current FFY 2017	Proposed FFY 2017	Current FFY 2018	Proposed FFY 2018	Proposed FFY 2019	Proposed FFY 2020	Total Target Funds Proposed in FFYs 2016-19 TIP	Other Funds (Non-Target Funds)	Total TIP Funding	Additional Information
Needham and Wellesley	603711	Rehabilitation/Replacement of 6 Bridges on I-95/Route 128 (Add-a-Lane - Contract V)	MI	\$30,000,000	\$30,000,000	\$30,000,000	\$31,240,000	\$14,000,000	\$13,360,000	\$13,768,183	\$13,168,183			\$57,768,183		\$57,768,183	adjustment to cash flows in FFYs 2016-18
Regionwide		Intersection Improvement Program	INT	\$400,000	\$400,000												no funding carved out for program in FFYs 2016-18
Salem	605146	Reconstruction on Canal Street, From Washington Street & Mill Street to Loring Avenue & Jefferson Avenue	CS	\$7,867,762	\$7,867,762												
Boston	606284	Improvements to Commonwealth Avenue, From Amory Street to Alcorn Street	CS	\$12,446,852	\$12,446,852												high risk of not making FFY 2015
Winchester, Stoneham, and Woburn	604652	Tri-Community Bikeway	B/P	\$5,429,110	\$5,429,110												high risk of not making FFY 2015
Medway	605657	Reconstruction on Route 109, From Holliston Street to 100 Feet West of Highland Street	CS	\$12,062,567	\$12,062,567												
Brookline	605110	Intersection & Signal Improvements at Route 9 & Village Square (Gateway East)	CS			\$4,591,009	\$0		\$4,818,649					\$4,818,649	\$1,000,000	\$5,818,649	moved from FFY 2016 to FFY 2017
Marlborough	604810	Reconstruction of Route 85 (Maple Street)	CS			\$5,397,727	\$0		\$5,613,636					\$5,613,636		\$5,613,636	moved from FFY 2016 to FFY 2017
Regionwide	456561	Clean Air and Mobility Program	CA			\$374,850	\$0							\$0		\$0	removed from FFY 2016; was \$374,850
Bedford, Billerica, and Burlington	29492	Middlesex Turnpike Improvements, From Crosby Drive North to Manning Road, Phase III	MI			\$21,691,442	\$21,691,442	\$6,604,906	\$6,604,906					\$28,296,348	\$1,000,000	\$29,296,348	high risk of not making FFY 2016; AC over FFYs 2016-17
Weymouth and Abington	601630	Reconstruction & Widening on Route 18 (Main Street) From Highland Place to Route 139*	MI			\$4,800,000	\$4,800,000	\$12,850,000	\$12,850,000	\$21,031,758	\$21,031,758	\$6,600,000		\$45,281,758	\$14,771,760	\$60,053,518	high risk of not making FFY 2016; AC over FFYs 2016-19; addition of \$6.6 million in FFY 2019
Somerville and Medford		Green Line Extension Project (Phase 2), College Avenue to Mystic Valley Parkway/Route 16	MI			\$8,100,000	\$8,100,000	\$29,900,000	\$29,900,000	\$40,000,000	\$40,000,000	\$40,000,000	\$40,000,000	\$118,000,000		\$118,000,000	addition of \$40 million in FFY 2019 and FFY 2020
Southborough	604989	Reconstruction of Main Street (Route 30), from Sears Road to Park Street	CS					\$6,862,752	\$6,862,752					\$6,862,752		\$6,862,752	earliest ad date of FFY 2017
Woburn	604935	Reconstruction of Montvale Avenue, from I-93 Interchange to Central Street	MI					\$4,752,838	\$4,752,838					\$4,752,838		\$4,752,838	earliest ad date of FFY 2017
Lexington	607409	Reconstruction on Massachusetts Avenue, from Marrett Road to Pleasant Street	CS				\$5,200,000							\$5,200,000		\$5,200,000	new addition to FFY 2016
Weymouth	605721	Intersection Improvements at Middle Street, Libbey Industrial Parkway and Tara Drive	INT				\$937,326							\$937,326		\$937,326	new addition to FFY 2016
Boston	608117	Traffic Signal Improvements at 10 Locations	INT				\$3,036,200							\$3,036,200		\$3,036,200	new addition to FFY 2016
Hingham	607309	Reconstruction and related work on Derby Street from Pond Park Road to Cushing Street	CS						\$3,994,287					\$3,994,287		\$3,994,287	new addition to FFY 2017
Hingham (MassDOT)	600518	Intersection Improvements at Derby Street, Whiting Street (Route 53) and Gardner Street	INT								\$3,057,735			\$3,057,735		\$3,057,735	new addition to FFY 2018
Newton and Needham	606635	Reconstruction of Highland Avenue, Needham Street and Charles River Bridge, from Webster Street to Route 9	MI								\$15,464,292			\$15,464,292		\$15,464,292	new addition to FFY 2018
Hopkinton	606043	Signal and intersection improvements on Route 135	CS									\$8,138,816		\$8,138,816		\$8,138,816	new addition to FFY 2019
Everett	607652	Reconstruction of Ferry Street, South Ferry Street and a portion of Elm Street	CS									\$7,244,124		\$7,244,124		\$7,244,124	new addition to FFY 2019
Natick	605034	Reconstruction of Route 27 (North Main Street), from North Avenue to the Wayland Town Line	CS									\$14,725,286		\$14,725,286		\$14,725,286	new addition to FFY 2019
Boston	606453	Improvements on Boylston Street, from the intersection of Brookline Avenue and Park Drive to Ipswich Street	CS									\$7,373,484		\$7,373,484		\$7,373,484	new addition to FFY 2019
Millis	607428	Resurfacing and intersection improvements on Route 16 (Main Street), from Water Street to the Hopedale town line	CS									\$3,149,619		\$3,149,619		\$3,149,619	new addition to FFY 2019
Lynn	602077	Reconstruction on Route 129 (Lynnfield Street), from Great Woods Road to Wyoma Square	CS									\$3,889,305		\$3,889,305		\$3,889,305	new addition to FFY 2019
Woburn	604996	Bridge Replacement, New Boston Street over MBTA	MI										\$11,355,289	\$0	\$0	\$0	new addition to FFY 2020
Boston	606226	Reconstruction of Rutherford Avenue, from City Square to Sullivan Square	MI										\$7,000,000	\$0	\$0	\$0	new addition to FFY 2020
Ashland	604123	Reconstruction on Route 126 (Pond Street), from the Framingham town line to the Holliston town line	CS										\$15,632,409	\$0	\$0	\$0	new addition to FFY 2020
Walpole (MassDOT)	602261	Reconstruction on Route 1A (Main Street), from the Norwood Town Line to Route 27	CS										\$18,684,378	\$0	\$0	\$0	new addition to FFY 2020

DRAFT Total Available Regional Highway Target Funds:	\$68,221,673	\$68,221,673	\$75,009,821	\$75,009,821	\$75,009,821	\$88,759,294	\$75,009,821	\$92,626,333	\$92,626,333	\$92,626,333	\$349,021,781
Total Staff Recommendation Programmed Regional Highway Target Funds:	\$68,206,290	\$68,206,290	\$74,955,029	\$75,004,968	\$74,970,496	\$88,757,069	\$74,799,941	\$92,721,968	\$91,120,634	\$92,472,067	\$347,604,639
Regional Highway Target Funds Available:	\$15,383	\$15,383	\$54,792	\$4,853	\$39,325	\$2,225	\$209,880	(\$95,635)	\$1,505,699	\$154,266	\$1,417,142
CMAQ Target:	\$16,112,664	\$16,112,664	\$13,427,220	\$13,427,220	\$13,427,220	\$13,427,220	\$13,427,220	\$13,427,220	\$13,427,220	N/A	\$53,708,880
Estimated CMAQ Proposed:	\$17,829,110	\$17,829,110	\$10,719,021	\$10,037,326	\$17,465,590	\$23,465,590	\$13,427,220	\$20,427,220	\$18,427,220	\$18,427,220	\$72,357,356
HSIP Target:	\$4,774,123	\$4,774,123	\$4,296,710	\$4,296,710	\$4,296,710	\$4,296,710	\$4,296,710	\$4,296,710	\$4,296,710	N/A	\$17,186,840
Estimated HSIP Proposed:	\$5,000,000	\$5,000,000	\$4,397,727	\$3,600,000	\$4,752,838	\$10,144,852	\$0	\$6,057,735	\$4,296,710	\$4,296,710	\$24,099,297
TAP Target:	\$2,548,719	\$2,548,719	\$4,346,838	\$5,097,438	\$2,824,382	\$3,312,089	\$2,824,382	\$3,312,089	\$2,548,719	N/A	\$14,270,335
Estimated TAP Proposed:	\$2,548,719	\$2,548,719	\$4,346,838	\$2,600,000	\$2,824,382	\$5,171,220	\$0	\$3,312,089	\$2,548,719	\$2,548,719	\$13,632,028

*Assumes project cash flows, including earmark amounts are \$13,400,000 in FFY 2016, \$19,021,760 in FFY 2017, \$21,031,758 in FFY 2018, and \$6,600,000 in FFY 2019.
 Note: Projects in bold type are listed in the current Long-Range Transportation Plan *Paths to a Sustainable Region*

- Indicates a change in project cost
- Indicates a project moved in to an earlier TIP element
- Indicates a project moved out to a later TIP element
- Indicates a new addition to the TIP
- Indicates removed from the TIP
- Indicates a new funding category





**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 5/26/2015

Agenda Item	Management Fellow Report
Presenter(s)	Christopher Coleman, Assistant Town Manager/Operations Elizabeth Dennis, Director of Human Resources Chuck Murphy-Romboletti, Management Fellow

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	<p>Mr. Coleman and Ms. Dennis will introduce Chuck Murphy-Romboletti who is completing his first year as Management Fellow for the Town. They will report on activities over the past year and plans for the coming year.</p>		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
3.	BACK UP INFORMATION ATTACHED	YES	NO
	(Describe backup below)		



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 5/26/2015

Agenda Item	Town Manager's Report
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	The Town Manager will update the Board on issues not covered on the agenda.		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
3.	BACK UP INFORMATION ATTACHED	YES	NO
	(Describe backup below) none		



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 5/26/2015

Agenda Item	Marijuana Dispensary Application Process
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	Board members will discuss the new application process for Registered Marijuana Dispensaries and will consider strategies for reviewing requests for support or non-opposition from applicants.		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
3.	BACK UP INFORMATION ATTACHED	YES	NO
	(Describe backup below)		
	a. Press Release from Mass DPH regarding revamped application process for RMDs. b. Registered Marijuana Dispensary Application Process Overview c. Medical Use of Marijuana Siting Profile Application		



The Official Website of the Executive Office of Health and Human Services (EOHHS)

Health and Human Services

Departments & Divisions

Home > Government Agencies > Newsroom > Medical Marijuana Application Process Revised for 2015

CHARLIE BAKER
GOVERNOR

KARYN POLITO
LIEUTENANT GOVERNOR

MARYLOU SUDDERS
SECRETARY

MONICA BHAREL, MD, MPH
COMMISSIONER

Media Contact

Scott Zoback
Scott.Zoback@State.MA.US
(617) 939-7718

For Immediate Release - April 08, 2015

Massachusetts Department of Public Health Revamps Application Process for Registered Medical Marijuana Dispensaries

BOSTON — The Massachusetts Department of Public Health (DPH) today announced significant changes to the Commonwealth's Medical Marijuana Dispensary program first authorized in 2012. The revised process will license Registered Marijuana Dispensaries (RMD) in a format similar to other healthcare facilities, such as pharmacies, which DPH also administers. This process will phase out the current use of state procurement policies to register a dispensary.

"The initial use of the procurement process for bringing dispensaries online has brought on untimely delays to the dispensary program and prevented certified patients from expedient access to their healthcare," said DPH Commissioner Monica Bharel, MD. "Registering dispensaries through a fairer, more efficient, market-driven licensure process similar to other medical facilities will allow the Commonwealth to maintain the highest standards of both public safety, care and accessibility."

The revised application process will take effect May 15 and operate on a "rolling" basis, establishing high safety and suitability standards for dispensaries to meet, particularly with regards to security and background checks. Dispensaries will be evaluated individually, based on their ability to meet these standards.

"The Commonwealth has an obligation to license dispensaries consistent with the requirements of the law," said Secretary of Health and Human Services Marylou Sudders. "The current methods we inherited have prevented our ability to do so, requiring changes to deliver a more timely and transparent application process with the end goal of ensuring that patients have safe access to the care they deserve."

To date, DPH has issued two Certificates of Registration; one in December 2014 to Alternative Therapies Group (ATG) in Salem and one April 3, 2015 to New England Treatment Access, Inc. (NETA) to operate a RMD in Northampton, MA. NETA will begin growing marijuana for medical use at a cultivation site in Franklin, MA.

The process taking effect May 15 will apply only to new applications and not the additional 13 RMDs that have been previously provisionally certified and are currently in the Inspection Phase.

Effective today, the Department of Public Health will post and update the status of dispensaries in the approval and development pipeline and the number of registered and certified patients in the Commonwealth online at www.mass.gov/medicalmarijuana.

###



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Health and Human Services

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> [2015 Application Overview](#)

2015 Application Overview

Registered Marijuana Dispensary Application Process Overview

On June 29, 2015, the Department of Public Health (the "Department") will begin accepting applications from non-profit organizations that wish to apply for a Certificate of Registration to operate a Registered Marijuana Dispensary ("RMD") in Massachusetts. The following are highlights of the application process.

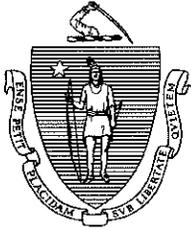
- Applications are accepted on a rolling basis and reviewed in the order received.
- The Department will contact the applicant if clarifications/updates to the submitted application materials are needed.
- Department staff is available to provide technical support to applicants.
- Applications are not scored, but instead reviewed to determine if they comply with Chapter 369 of the Acts of 2012, *An Act for the Humanitarian Medical Use of Marijuana* (the "Act"), and DPH regulations at 105 CMR 725.000 ("Regulations").
- Applicants must provide a letter of support or non-opposition from the municipality where they intend to locate their RMD.
- The Department has issued [guidance](#) regarding the background check process and the determination of suitability of individuals and companies.
- Background checks will be conducted by an outside vendor during the application process in compliance with "Guidance for Registered Marijuana Dispensaries Regarding Background Checks."
- If an individual associated with a proposed RMD is deemed "unsuitable," the RMD may elect to remove that individual from the application and submit another individual for the proposed role during the application process.
- The Department has issued [guidance](#) regarding RMD compliance with the non-profit requirements of the Act and Regulations.
- All issues must be resolved before a proposed RMD receives a Provisional Certificate of Registration and starts the Inspection Phase.
- The [Application Instructions and Forms](#) webpage contains further details about the application process, as well as all application forms.
- For additional information regarding the RMD application process, please contact the Medical Use of Marijuana Program at 617-660-5370 or RMDapplication@State.MA.US.

This information is provided by the [Health Care Safety and Quality](#) within the [Department of Public Health](#).

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The Commonwealth of Massachusetts

Executive Office of Health and Human Services
Department of Public Health
Bureau of Health Care Safety and Quality
Medical Use of Marijuana Program
99 Chauncy Street, 11th Floor, Boston, MA 02111

SITING PROFILE:

Request of for a Certificate of Registration to Operate a Registered Marijuana Dispensary

INSTRUCTIONS

This application form is to be completed by a non-profit corporation that wishes to apply for a Certificate of Registration to operate a Registered Marijuana Dispensary ("RMD") in Massachusetts, and has been invited by the Department of Public Health (the "Department") to submit a *Siting Profile*.

If invited by the Department to submit more than one *Siting Profile*, you must submit a separate *Siting Profile* and attachments for each proposed RMD. Please identify each application of multiple applications by designating it as Application 1, 2 or 3 in the header of each application page. Please note that no executive, member, or any entity owned or controlled by such an executive or member, may directly or indirectly control more than three RMDs.

Unless indicated otherwise, all responses must be typed into the application forms. Handwritten responses will not be accepted. Please note that character limits include spaces.

Attachments should be labelled or marked so as to identify the question to which it relates.

Each submitted application must be a complete, collated response, printed single-sided, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).

Mail or hand-deliver the *Siting Profile*, with all required attachments, to:

Department of Public Health
Medical Use of Marijuana Program
RMD Applications
99 Chauncy Street, 11th Floor
Boston, MA 02111

REVIEW

Applications are reviewed in the order they are received. After a completed application packet is received by the Department, the Department will review the information and will contact the applicant if clarifications/updates to the submitted application materials are needed. The Department will notify the applicant whether they have met the standards necessary to receive a Provisional Certificate of Registration.

PROVISIONAL CERTIFICATE OF REGISTRATION

Applicants have one year from the date of the submission of the *Management and Operations Profile* to receive a Provisional Certificate of Registration. If an applicant does not receive a Provisional of Certificate of Registration after one year, the applicant must submit a new *Application of Intent* and fee.

REGULATIONS

For complete information regarding registration of an RMD, please refer to 105 CMR 725.100.

It is the applicant's responsibility to ensure that all responses are consistent with the requirements of 105 CMR 725.000, et seq., and any requirements specified by the Department, as applicable.

PUBLIC RECORDS

Please note that all application responses, including all attachments, will be subject to release pursuant to a public records request, as redacted pursuant to the requirements at M.G.L. c. 4, § 7(26).

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: dfd

QUESTIONS

If additional information is needed regarding the RMD application process, please contact the Medical Use of Marijuana Program at 617-660-5370 or RMDapplication@state.ma.us.

CHECKLIST

The forms and documents listed below must accompany each application, and be submitted as outlined above:

- A fully and properly completed *Siting Profile*, signed by an authorized signatory of the applicant non-profit corporation (the “Corporation”)
- Evidence of interest in property, by location (as outlined in Section B)
- Letter(s) of local support or non-opposition (as outlined in Section C)

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: _____

SECTION A: APPLICANT INFORMATION

1. _____
Legal name of Corporation

2. _____
Name of Corporation's Chief Executive Officer

3. _____
Address of Corporation (Street, City/Town, Zip Code)

4. _____
Applicant point of contact (name of person Department of Public Health should contact regarding this application)

5. _____
Applicant point of contact's telephone number

6. _____
Applicant point of contact's e-mail address

7. Number of applications: How many *Siting Profiles* do you intend to submit? _____

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: _____

SECTION B: PROPOSED LOCATION(S)

Provide the physical address of the proposed dispensary site and the physical address of the additional location, if any, where marijuana for medical use will be cultivated or processed.

***Attach supporting documents** as evidence of interest in the property, by location. Interest may be demonstrated by (a) a clear legal title to the proposed site; (b) an option to purchase the proposed site; (c) a lease; (d) a legally enforceable agreement to give such title under (a) or (b), or such lease under (c), in the event that Department determines that the applicant qualifies for registration as a RMD; or (e) evidence of binding permission to use the premises.*

	Location	Full Address	County
1	Dispensing		
2	Cultivation		
3	Processing		

Check here if the applicant would consider a location other than the county or physical address provided within this application.

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: _____

SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

*Attach a letter of support or non-opposition, using one of the templates below (Option A or B), signed by the local municipality in which the applicant intends to locate a dispensary. The applicant may choose to use either template, in consultation with the host community. If the applicant is proposing a dispensary location and a separate cultivation/processing location, the applicant **must** submit a letter of support or non-opposition from **both** municipalities. This letter may be signed by (a) the Chief Executive Officer/Chief Administrative Officer, as appropriate, for the desired municipality; or (b) the City Council, Board of Alderman, or Board of Selectmen for the desired municipality. **The letter of support or non-opposition must contain the language as provided below. The letter must be printed on the municipality's official letterhead.***

Template Option A: Use this language if signatory is a Chief Executive Officer/Chief Administrative Officer

I, [Name of person], do hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town].

I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual

Signature

Date

Template Option B: Use this language if signatory is acting on behalf of a City Council, Board of Alderman, or Board of Selectman

The [name of council/board], does hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary in [name of city or town]. I have been authorized to provide this letter on behalf of the [name of council/board] by a vote taken at a duly noticed meeting held on [date].

The [name of council/board] has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual (or person authorized to act on behalf of council or board) *(add more lines for names if needed)*

Signature *(add more lines for signatures if needed)*

Date

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: _____

SECTION D: LOCAL COMPLIANCE

Describe how the Corporation has ensured, and will continue to ensure, that the proposed RMD is in compliance with local codes, ordinances, and bylaws for the physical address(es) of the RMD.

[Empty response box]

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: _____

SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

Provide the three-year business plan for the RMD, including revenues and expenses.

Projected Start Date for the First Full Fiscal Year: _____

	FIRST FULL FISCAL YEAR PROJECTIONS 20	SECOND FULL FISCAL YEAR PROJECTIONS 20	THIRD FULL FISCAL YEAR PROJECTIONS 20
Projected Revenue	\$	\$	\$
Projected Expenses	\$	\$	\$
VARIANCE:	\$	\$	\$
Number of unique patients for the year			
Number of patient visits for the year			
Projected % of patient growth rate annually	---		
Estimated purchased ounces per visit			
Estimated cost per ounce			
Total FTEs in staffing			
Total marijuana for medical use inventory for the year (in lbs.)			
Total marijuana for medical use sold for the year (in lbs)			
Total marijuana for medical use left for roll over (in lbs.)			

Projected date the RMD plans to open: _____

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: _____

**SECTION F: CERTIFICATION OF ASSURANCE OF COMPLIANCE:
ADA AND NON-DISCRIMINATION BASED ON DISABILITY**

Applicants must certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination, and civil rights for persons with disabilities. The Applicant must complete a Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability. By signing, the Applicant formally notifies the Department that the Applicant is in compliance and shall maintain compliance with all applicable requirements.

- I certify, that the Applicant is in compliance and shall maintain compliance with all applicable federal and state laws protecting the rights of persons with disabilities, including but not limited to the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12131-12134; Article CXIV of the Massachusetts Constitution; and; Chapter 93, § 103; Chapter 151B; and Chapter 272, §§ 98 and 98A of the Massachusetts General Laws.
- I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. I recognize that to make goods, services, facilities, privileges, advantages, or accommodations readily accessible to and usable by persons with disabilities, the Applicant, under the ADA, must:
 - remove architectural and communication barriers in existing facilities, when readily achievable and, if not readily achievable, must use alternative methods;
 - purchase accessible equipment or modify equipment;
 - modify policies and practices; and
 - furnish appropriate auxiliary aids and services where necessary to ensure effective communication.
- I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. I also understand that the Massachusetts Constitution Article CXIV provides that no otherwise qualified individual shall, solely by reason of disability, be excluded from the participation in, denied the benefits of, or be subject to discrimination under any program or activity within the Commonwealth.
- I agree that the Applicant shall cooperate in any compliance review and shall provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein for reviewing compliance with the ADA, the Massachusetts Constitution, other applicable state and federal laws, including 105 CMR 725.000, et seq.
- I agree that any violation of the specific provisions and terms of this Assurance or of the ADA, and/or of any Plan of Correction shall be deemed a breach of a material condition of any Certificate of Registration issued to the Applicant for operation of a Registered Marijuana Dispensary. Such a breach shall be grounds for suspension or revocation, in whole or in part, of a Certificate of Registration issued by the Department.
- I agree that, if selected, I will submit a detailed floor plan of the premises of the proposed dispensary in compliance with 105 CMR 725.100(m) in compliance with the Architectural Review required pursuant to 105 CMR 725.100(B)(5)(f).

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant non-profit corporation, understand the obligations of the Applicant under the Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability, and agree and attest that the Applicant will comply with those obligations as stated in the Certification.

Signature of Authorized Signatory

Date Signed

Print Name of Authorized Signatory

Title of Authorized Signatory

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: _____

ATTESTATIONS

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant non-profit corporation, agree and attest that all information included in this application is complete and accurate and that I have an ongoing obligation to submit updated information to the Department if the information presented within this application has changed.

Signature of Authorized Signatory

Date Signed

Print Name of Authorized Signatory

Title of Authorized Signatory

I, the authorized signatory for the applicant non-profit corporation, hereby attest that the corporation has notified the chief administrative officer and the chief of police of the proposed city or town in which the RMD would be sited, as well as the sheriff of the applicable county, of the intent to submit a *Management and Operations Profile* and a *Siting Profile*.

Signature of Authorized Signatory

Date Signed

Print Name of Authorized Signatory

Title of Authorized Signatory

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: _____

I, the authorized signatory for the applicant non-profit corporation, hereby attest that if the corporation is approved for a provisional certificate of registration, the corporation is prepared to pay a non-refundable registration fee of \$50,000, as specified in 105 CMR 725.000, after being notified that the RMD has been approved for a provisional certificate of registration.

Signature of Authorized Signatory

Date Signed

Print Name of Authorized Signatory

Title of Authorized Signatory

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: _____



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 05/26/2015

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	<i>Board members will report on the progress and / or activities of their Committee assignments.</i>		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
3.	BACK UP INFORMATION ATTACHED	YES	NO
	(Describe backup below)		
	None		

**ONE DAY SPECIAL LICENSE
TOWN OF NEEDHAM BOARD OF SELECTMEN
EVENT INFORMATION SHEET**
(Please complete and attach event flyer or other information.)

Event Manager Name (Name that will appear on license)	Jennifer Sullivan		
Event Manager Address	130 Harris Ave Needham, MA 02492		
Event Manager Phone Number	(781) 449-5319		
Organization Representing (if applicable)	Needham Pool + Racquet Club		
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	<input type="checkbox"/> Non-profit	<input checked="" type="checkbox"/> For profit	
	<input type="checkbox"/> Proof of non-profit status is attached Form of Proof: _____		
Name of Event	New Member Reception		
Date of Event	Friday, June 5, 2015		
License is for Sale of:	<input checked="" type="checkbox"/> Wines & Malt Beverages Only <input type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)		
Requested Time for Liquor License	FROM: 6:00	TO: 9:00	
Are tickets being sold in advance for this event?	<input type="checkbox"/> YES \$ /per ticket	<input checked="" type="checkbox"/> NO	
Is there an admission fee for this event?	<input type="checkbox"/> YES \$ /per ticket	<input checked="" type="checkbox"/> NO	
Are you using dues collected to purchase alcohol for this event?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
How many people are you expecting at this event?	125		
Name & address of event location. Please attach proof of permission to use this facility.	Needham Pool + Racquet Club 1550 Central Avenue Needham, MA 02492		
Who will be serving the alcohol to your guests?	Beverages to go - Dover, MA Bartenders from Special Occasion Servers		
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).	Special Occasion Servers - Michael Bernardi & Mary Pumouchel		
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.	Guests will be served alcohol at the bar. (see attached)		
<input checked="" type="checkbox"/> I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))			
Event Manager Signature:	J Sullivan		Date: 5/11/15

JUNE 5, 2015

New Member
Reception Floor
Plan

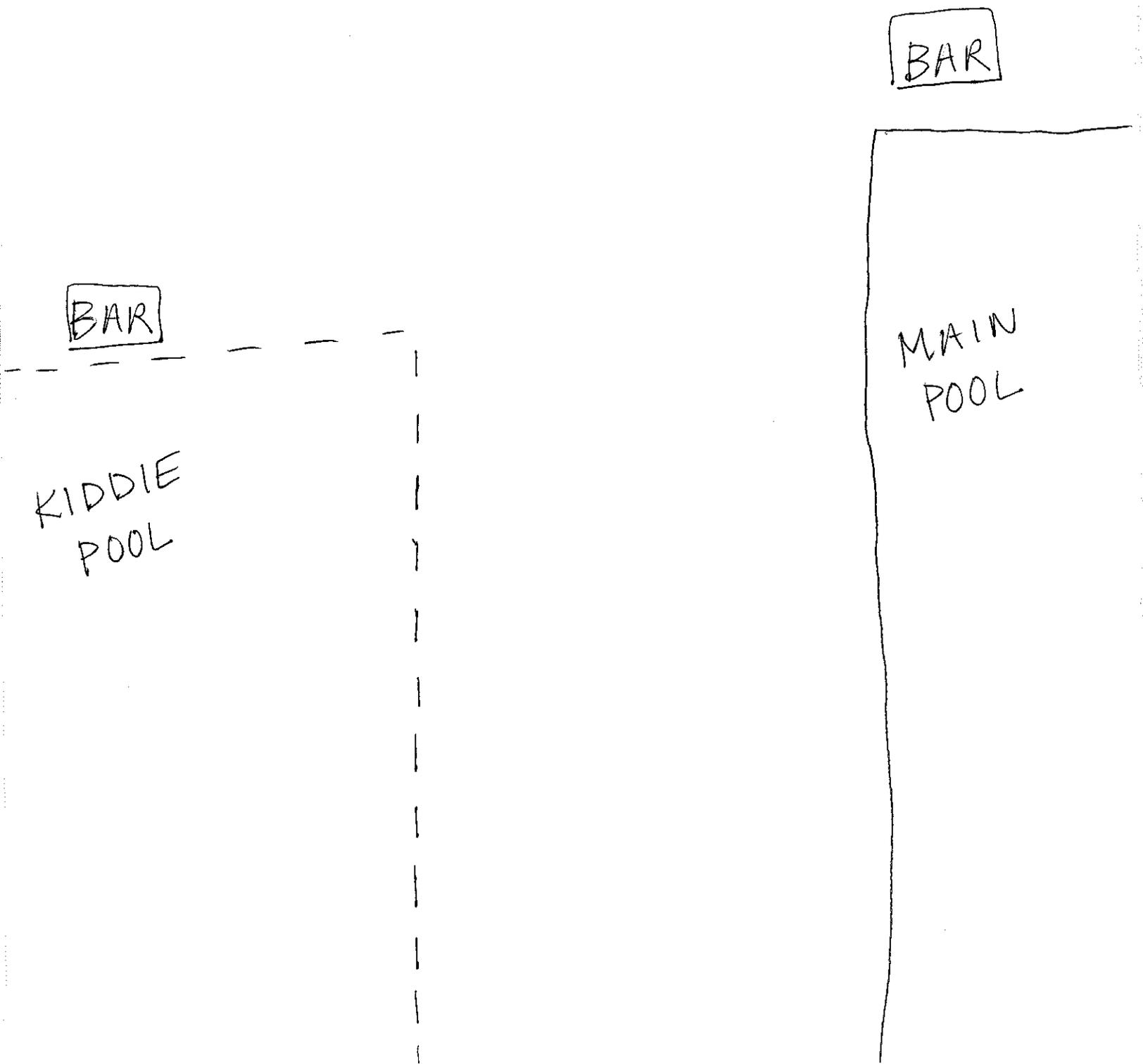
Entrance

BAR

KIDDIE
POOL

BAR

MAIN
POOL



iTIPS eTIPS On Premise 2.0 SSN: XXX-XX-XXXX
Issued: 11/11/2012 Expires: 11/11/2015
ID#: 3353717 D.O.B.: XX/XX/XXXX

Michael Berardi
14 Agawam Dr
Northborough, MA 01532-2434

For service visit us online at www.gettips.com

Mary
DUMOUCHEL

ServSafe
SERVSAFE
ID NO. 10179063
COUR. NO. 11387235

ServSafe Alcohol's CERTIFICATE

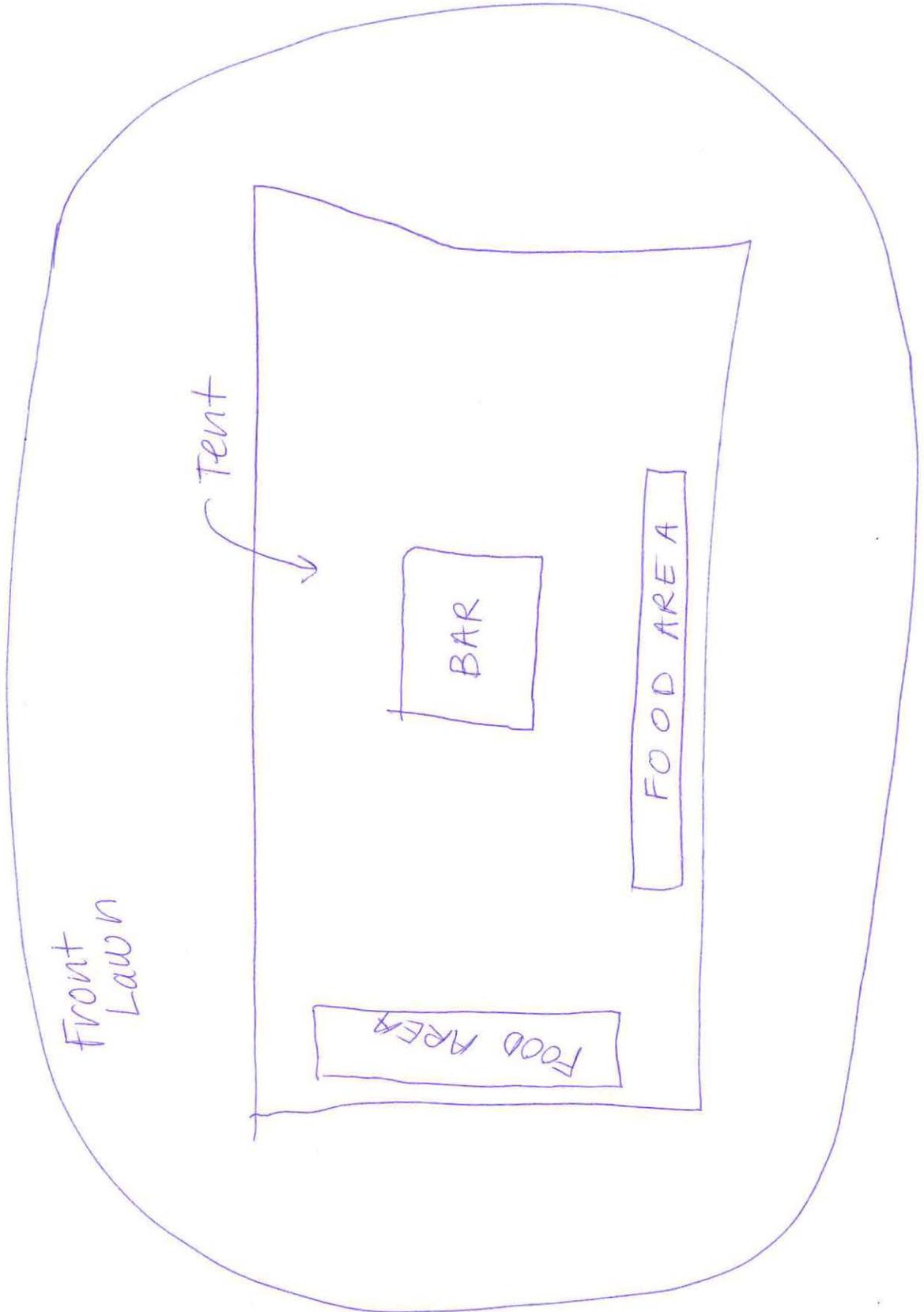
DUMOUCHEL MARY

Card expires three years from the date of the examination. Last was valid:
DATE OF EXPIRATION
7/15/2014

**ONE DAY SPECIAL LICENSE
TOWN OF NEEDHAM BOARD OF SELECTMEN
EVENT INFORMATION SHEET**
(Please complete and attach event flyer or other information.)

Event Manager Name (Name that will appear on license)	Jennifer Sullivan		
Event Manager Address	130 Harris Avenue, Needham, MA		
Event Manager Phone Number	(617) 851-8374 / (781) 449-5319 ⁰²⁴⁹²		
Organization Representing (if applicable)	Needham Pool + Racquet Club		
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	<input type="checkbox"/> Non-profit	<input checked="" type="checkbox"/> For profit	
	<input type="checkbox"/> Proof of non-profit status is attached Form of Proof: _____		
Name of Event	"Summerfest" party		
Date of Event	July 13 th		
License is for Sale of:	<input checked="" type="checkbox"/> Wines & Malt Beverages Only		
	<input type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)		
Requested Time for Liquor License	FROM:	6:00 pm	TO: 9:00 pm
Are tickets being sold in advance for this event?	<input checked="" type="checkbox"/> YES	\$	/per ticket <input type="checkbox"/> NO
Is there an admission fee for this event?	<input checked="" type="checkbox"/> YES	\$ 17.50	/per ticket <input type="checkbox"/> NO
Are you using dues collected to purchase alcohol for this event?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
How many people are you expecting at this event?	125		
Name & address of event location. Please attach proof of permission to use this facility.	Needham Pool + Racquet Club 1550 Central Ave Needham, MA 02492		
Who will be serving the alcohol to your guests?	Beverages to Go - Dover, MA Bartenders from special occasion servers		
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).	Michael Bernardi + Kristin Tornifoglio from special occasion servers		
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.	Guests will be served alcohol at the bar (see attached floor plan)		
<input checked="" type="checkbox"/> I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))			
Event Manager Signature:	J Sullivan		Date: 5/7/15

Summerfest - July 30th



Entrance to Club

Print Main Menu

Do not click Back-Space to leave this window

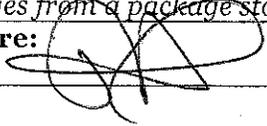


tips eTIPS On Premise 2.0 SSN: XXX-XX-XXXX
Issued: 11/11/2012 Expires: 11/11/2015
ID#: 3353717 D.O.B.: XXX/XX/XXXX

Michael Berardi
14 Agawam Dr
Northborough, MA 01532-2434

For service visit us online at www.gettips.com

**ONE DAY SPECIAL LICENSE
TOWN OF NEEDHAM BOARD OF SELECTMEN
EVENT INFORMATION SHEET**
(Please complete and attach event flyer or other information.)

Event Manager Name (Name that will appear on license)	Volante Farms (David Volante)		
Event Manager Address	292 Forest St.		
Event Manager Phone Number	781-405-9827		
Organization Representing (if applicable)			
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	<input type="checkbox"/> Non-profit	<input checked="" type="checkbox"/> For profit	
	<input type="checkbox"/> Proof of non-profit status is attached Form of Proof: _____		
Name of Event	Kesner Wedding		
Date of Event	June 27, 2015		
License is for Sale of:	<input checked="" type="checkbox"/> Wines & Malt Beverages Only <input type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)		
Requested Time for Liquor License	FROM: 5	TO: 10	
Are tickets being sold in advance for this event?	<input type="checkbox"/> YES \$	/per ticket	<input checked="" type="checkbox"/> NO
Is there an admission fee for this event?	<input type="checkbox"/> YES \$	/per ticket	<input checked="" type="checkbox"/> NO
Are you using dues collected to purchase alcohol for this event?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
How many people are you expecting at this event?	150		
Name & address of event location. Please attach proof of permission to use this facility.	292 Forest St		
Who will be serving the alcohol to your guests?	Gordon Fine Wines and Liquors		
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).	Attached 3 Tips Certificates, plus we will have a NPD detail.		
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.	Open bar outside and then moving inside. Licensed off premise sq ft closed off during event		
<input checked="" type="checkbox"/> I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))			
Event Manager Signature:			Date: 5/19/15



On Premise SSN XXX-XX-XXXX
Issued: 11/2/2012 Expires: 10/22/2015
ID# 2346234 D.O.B. XX/XX/XXXX

WILLIAM J MURPHY
130 Elm Cr
South Weymouth, MA 02190-2210

For service visit us online at www.gettips.com
Edward Garland, Jr., 38942



On Premise

SSN: XXX-XX-XXXX

Issued: 1/23/2014

Expires: 1/12/2017

ID#: 3645083

D.O.B.: XX/XX/XXXX

CHRISTOPHER D MAGNER

Po Box 586

Milton, MA 02186-0007

For service visit us online at www.gettips.com
Robert Reynolds, 49266



eTIPS On Premise 2.0

XXX-XX-XXXX

SSN:

12/27/2012

12/27/2015

Issued:

Expires:

3380490

XXXXXXXXXX

ID#:

D.O.B.:

Erubiel Rodriguez
344 Gallivan Blvd Apt 1
Dorchester, MA 02124-4815

For service visit us online at www.gettips.com

e-mailed 5/6/2015



Town of Needham, Massachusetts Road Event Form

INTERNAL USE ONLY	
<input checked="" type="checkbox"/> DPW	<input checked="" type="checkbox"/> Police
<input checked="" type="checkbox"/> Fire	<input type="checkbox"/> OTM
<input checked="" type="checkbox"/> Park & Rec	<input type="checkbox"/> Paid
<input type="checkbox"/> PFD	

TYPE OF EVENT: (check all that apply)

RUN WALK BICYCLE MOTORCYCLE

Name of Event: Boston Women's Bike Ride and Festival	Name of Organization: City of Boston
--	--

Has this event been conducted in other Towns in the past? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	If yes, name of Town and date: Needham and others, August 16, 2014
--	--

Organization Mailing Address: Suite 932, City Hall, Boston Mass. 02201	<input checked="" type="checkbox"/> Organization is Not-for-Profit
--	---

Organization Billing Address (if Police Detail is required):
River's Edge Cycling, 312 Falls Road, Sunderland, MA 01375

Primary Contact: Gary Briere	Contact Title: Principal, River's Edge Cycling, LLC
--	---

Contact Address:
312 Falls Road, Sunderland, MA 01375

Contact Phone (Day): 413 824 2041	Contact Phone (Cell):
---	------------------------------

Contact Email:
gary@riversedgecycling.com

Event Date(s): July 18, 2015	Date Expected to be in Needham: July 18th, 2015
--	---

Earliest Time Expected in Needham: 8:30 AM	Latest Time Expected in Needham:
Number of Expected Participants: 250	Number of Expected Spectators at Peak Time: 0
Are participants charged a fee? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Estimated Number of Vehicles: 2	What type of Parking is required:
Describe Parking Plan, include where participants and spectators will park and length of time expected to be parked: All parking associated with the event will be near the event start in Boston	
Are event organizers available to meet with members of the Town to plan event?	
Do event organizers foresee the need for any road closures (subject to police review)? No	
What will be done in case of inclement weather? The event will take place rain or shine unless dangerous weather conditions require cancellation to protect public safety	
Will neighborhoods be impacted by parking and traffic? No	
What activities are planned for the start of the race (if in Needham)?	
What activities are planned for the end of the race (if in Needham)?	
What facilities are needed for the start of the race (if in Needham)?	

<i>What facilities are needed for the end of the race (if in Needham)?</i>	
<i>Once the event begins, how long will it take to complete the event?</i>	
We expect participants to pass through Needham outbound between 8:30 and 10 and returning through Needham 11 - 1	
<i>Are signs requested to post at the start of the race? At the end of the race? Are signs requested for along the route?</i>	Route marking will be placed on the roadway with biodegradable arrows
<i>Will volunteers be placed along the route?</i>	Yes
<i>Will you be using a sound system? (includes music) If yes, please describe where and when it will be used.</i>	No, not in Needham
<i>Will there be any food served? (contact Needham Health Dept: 781-455-7500 x262)</i>	No, not in Needham
<i>Will portable toilets be used? List locations.</i>	No, not in Needham
<i>Will hydration stops be set up along route? If yes, please include these on route plan.</i>	Not in Needham
<i>If the event takes place after dark, what is the plan to meet lighting needs?</i>	NA
<i>What safety measures are being made for participants and spectators? What are plans for handling first aid and medical emergencies?</i>	First aid supplies are available at rest stops and with route marshalls
<i>Does the event take place during commuter times?</i>	No
<i>Is school in session during the event? Will school drop off or pick up be impacted by the event?</i>	NA
<i>Are businesses open during the time of the event?</i>	Yes
<i>Does the route pass any business that might be impacted by the event? (e.g. funeral homes, markets, restaurants)</i>	No
<i>Are there any churches/houses of worship located along the event route? Will church/house of worship services take place during the event?</i>	No
<i>What is the plan to handle trash?</i>	No trash should be generated in Needham

Please return the completed application and attachments to the Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, MA 02492:

- ***event route map (include map and text of route, parking plan, volunteer placement)***
- ***application fee (\$25 events that start and end in Needham; \$50 event passes through Needham)***
- ***certificate of insurance***



Office of Budget Management

Martin J. Walsh, Mayor

This Statement is not an indication of, and does not confer or infer any rights, indemnification or protection to any third party.

STATEMENT OF SELF-INSURANCE

Effective: July 1, 2015 – June 30, 2016

The City of Boston is self-insured for all its liability and employee injury losses. Legal liabilities are limited and governed by M.G.L. Ch. 258. The City is exempted from state insurance requirements for workers' compensation per M.G.L. Ch. 152 s. 25B. The City is significantly self-insured for all its property losses, supported by a catastrophic all-risk property insurance policy.

The City has sufficient financial reserves and capacity to cover its self-insured costs, which may include liabilities incurred through a separate signed agreement.

Direct questions to:

Lynda R. Fraley
Risk Finance Manager, City of Boston
617-635-4344

2015 Women's Bike Ride and Festival, 32 mile

31.9 miles

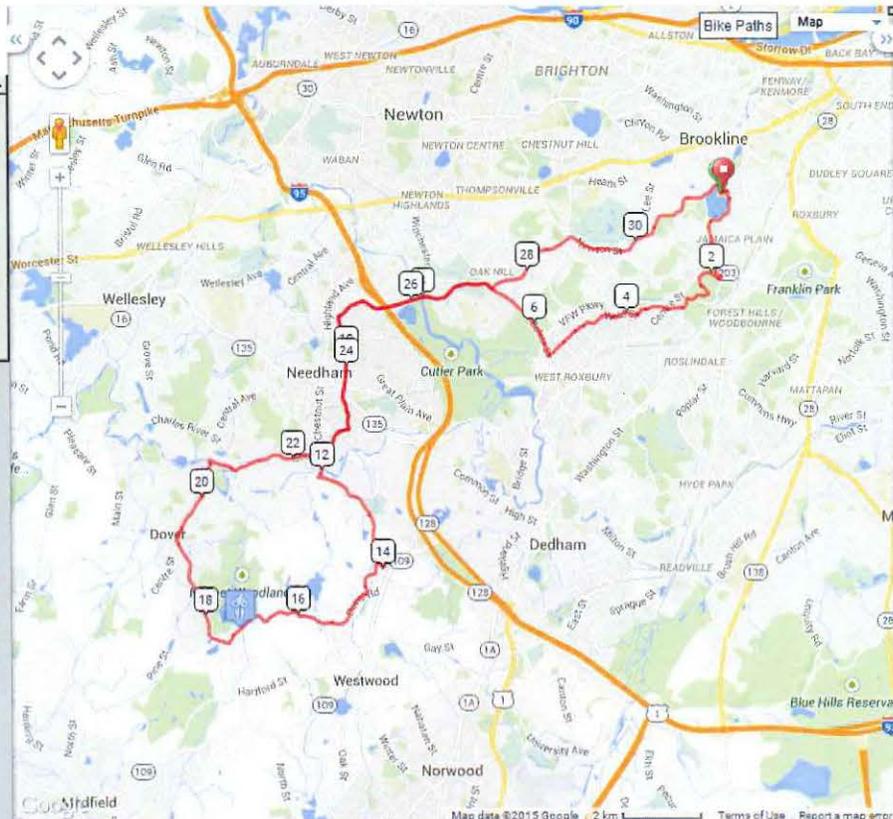
Leg	Dir	Type	Notes	Total
	→	Right	Turn right onto Emerald Necklace	0.1
0.6	←	Left	Turn left onto Francis Parkman Dr	0.8
0.0	→	Right	Turn right onto Arborway	0.8
0.1	←	Left	Slight left to stay on Arborway	0.9
0.2	↑	Straight	Enter the traffic circle	1.1
0.1	↑	Straight	Exit the traffic circle onto Arborway	1.2
0.1	→	Right	Turn right	1.3
0.5	→	Right	Turn right	1.8
0.3	→	Right	Turn right	2.1
0.0	←	Left	Turn left	2.2
0.3	→	Right	Turn right	2.5
0.5	→	Right	Turn right onto Weld St	3.0
0.3	→	Right	Turn right onto Andover Rd	3.3
0.1	←	Left	Turn left onto Buchanan Rd	3.4
0.2	→	Right	Turn right onto Morey Rd	3.6
0.0	←	Left	Turn left onto Gretter Rd	3.6
0.2	→	Right	Turn right onto Weld St	3.8
0.8	←	Left	Turn left onto Ruskin St	4.7
0.1	→	Right	Turn right onto Corey St	4.8
0.0	←	Left	Turn left onto Vermont St	4.8
0.7	→	Right	Turn right onto Baker St	5.4
0.8	↑	Straight	Continue onto Dedham St	6.3
0.6	←	Left	Turn left onto Nahanton St	6.9
1.1	↑	Straight	Continue onto Kendrick St	8.0
0.2	←	Left	Slight left to stay on Kendrick St	8.3
0.5	→	Right	Slight right onto Greendale Ave	8.7
0.4	↑	Straight	Continue onto High St	9.1
0.3	←	Left	Turn left onto Webster St	9.4
2.3	←	Left	Turn left onto Chestnut St	11.7
0.3	↑	Straight	Continue onto Dedham St	12.0
0.1	←	Left	Turn left to stay on Dedham St	12.1
0.0	↑	Straight	Continue onto Westfield St	12.2
0.6	→	Right	Slight right onto Summer St	12.8
1.1	→	Right	Turn right onto Sunset Rd	13.9
0.1	→	Right	Turn right onto Country Ln	14.0
0.3	→	Right	Turn right onto Conant Rd	14.3
0.4	→	Right	Turn right onto Dover Rd	14.7
1.2	↑	Straight	Continue onto Powisset St	15.9
1.2	↑	Food	Powisset Farm Aid Station	17.1
0.3	→	Right	Turn right onto Walpole St	17.4
1.9	→	Right	Turn right onto Centre St	19.2
1.3	↑	Straight	Continue onto Central Ave	20.5
0.1	→	Right	Turn right onto Fisher St	20.6
0.4	←	Left	Turn left onto South St	21.1
2.0	←	Left	Turn left onto Webster St	23.0

Leg	Dir	Type	Notes	Total
1.7	→	Right	Turn right onto High St	24.8
0.3	↑	Straight	Continue onto Greendale Ave	25.0
0.4	←	Left	Slight left onto Kendrick St	25.4
0.3	←	Left	Slight left to stay on Kendrick St	25.7
0.4	↑	Straight	Continue onto Nahanton St	26.1
1.1	→	Right	Turn right onto Dedham St	27.3
0.1	←	Left	Turn left onto Brookline St	27.4
1.1	←	Left	Slight left onto Newton St	28.5
0.4	↑	Straight	At the traffic circle, continue straight to stay on Newton St	28.9
0.9	←	Left	Turn left to stay on Newton St	29.8
0.4	←	Left	Slight left onto Goddard Ave	30.2
1.0	↑	Straight	Continue straight onto Cottage St	31.2
0.1	↑	Straight	Continue onto Perkins St	31.3
0.4	→	Right	Turn right	31.7
0.1	→	Right	Turn right	31.9

Ride With GPS · <http://ridewithgps.com>

CUESHEET

Turn right onto Emerald Necklace	0.1 mi
Turn left onto Francis Parkman Dr	0.8 mi
Turn right onto Arborway	0.8 mi
Slight left to stay on Arborway	0.9 mi
Enter the traffic circle	1.1 mi
Exit the traffic circle onto Arborway	1.2 mi
Turn right	1.3 mi
Turn right	1.8 mi
Turn right	2.1 mi
Turn left	2.2 mi
Turn right	2.5 mi
Turn right onto Weld St	3.0 mi
Turn right onto Andover Rd	3.3 mi
Turn left onto Buchanan Rd	3.4 mi
Turn right onto Morey Rd	3.6 mi
Turn left onto Gretter Rd	3.6 mi
Turn right onto Weld St	3.8 mi
Turn left onto Ruskin St	4.7 mi
Turn right onto Corey St	4.8 mi
Turn left onto Vermont St	4.8 mi
Turn right onto Baker St	5.4 mi



know where you are heading. And then, log your rides and watch your progress.

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2015 WOMEN'S BIKE RIDE AND FESTIVAL, 32 MILE

32 Mile route for the 2015 Boston Women's Bicycle Festival

Created Jan 21, 15

By: **2015 Boston Women's Bicycle Festival**
 Started In: Boston, MA, US
 Distance: 31.9 mi
 Elevation: + 1393 / - 1402 ft
 Good For: Cycling

- GET ELEVATION PROFILE IMAGE
- GET MAP IMAGE
- PRINT MAP FROM BROWSER
- PRINT CUE SHEET FROM BROWSER
- PRINT MAP + CUE PDF
- GARMIN WRITE

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- Enable scrollwheel zoom
- Enable distance markers

Imperial (ft/mi)

2015 Women's Bike Ride and Festival, 50 mile

49.1 miles

Leg	Dir	Type	Notes	Total
	→	Right	Turn right toward Highland Rd/Willow Pond Rd	0.0
0.0	←	Left	Turn left onto Highland Rd/Willow Pond Rd	0.0
0.0	→	Right	Turn right onto Emerald Necklace	0.1
0.3	↑	Straight	Take the crosswalk	0.3
0.7	←	Left	Turn left onto Francis Parkman Dr	1.0
0.0	→	Right	Turn right onto Arborway	1.1
0.3	↑	Straight	Enter the traffic circle	1.4
0.1	↑	Straight	Exit the traffic circle onto Arborway	1.4
0.1	→	Right	Turn right	1.6
0.5	→	Right	Turn right	2.1
0.3	→	Right	Turn right	2.4
0.0	←	Left	Turn left	2.5
0.3	→	Right	Turn right	2.8
0.4	←	Left	Turn left onto Walter St	3.2
0.1	→	Right	Turn right onto Weld St	3.3
0.3	→	Right	Turn right onto Andover Rd	3.6
0.3	→	Right	Turn right onto Morey Rd	3.9
0.0	←	Left	Turn left onto Gretter Rd	3.9
0.2	→	Right	Turn right onto Weld St	4.1
0.8	←	Left	Turn left onto Ruskin St	4.9
0.1	→	Right	Turn right onto Corey St	5.0
0.0	←	Left	Turn left onto Vermont St	5.1
0.7	→	Right	Turn right onto Baker St	5.7
0.3	→	Right	Slight right onto VFW Pkwy	6.0
0.0	→	Right	Turn right onto Baker St	6.0
1.2	←	Left	Turn left onto Nahanton St	7.2
1.1	↑	Straight	Continue onto Kendrick St	8.3
0.2	←	Left	Slight left to stay on Kendrick St	8.6
0.5	→	Right	Slight right onto Greendale Ave	9.0
0.4	↑	Straight	Continue onto High St	9.4
0.3	→	Right	Turn right onto Webster St	9.7
1.7	→	Right	Turn right onto South St	11.4
0.6	←	Left	Turn left onto Chestnut St	12.0
0.3	↑	Straight	Continue onto Dedham St	12.3
0.1	↑	Straight	Continue onto Westfield St	12.5
0.6	→	Right	Slight right onto Summer St	13.1
1.1	→	Right	Turn right onto Sunset Rd	14.2
0.1	→	Right	Turn right onto Country Ln	14.3
0.3	→	Right	Turn right onto Conant Rd	14.5
0.4	→	Right	Turn right onto Dover Rd	15.0
1.2	↑	Straight	Continue onto Powisset St	16.2
1.2	↑	Food	Powisset Farm Aid Station	17.4
0.3	→	Right	Turn right onto Walpole St	17.7
1.9	←	Left	Turn left onto Centre St	19.5
0.6	←	Left	Slight left onto Pine St	20.1

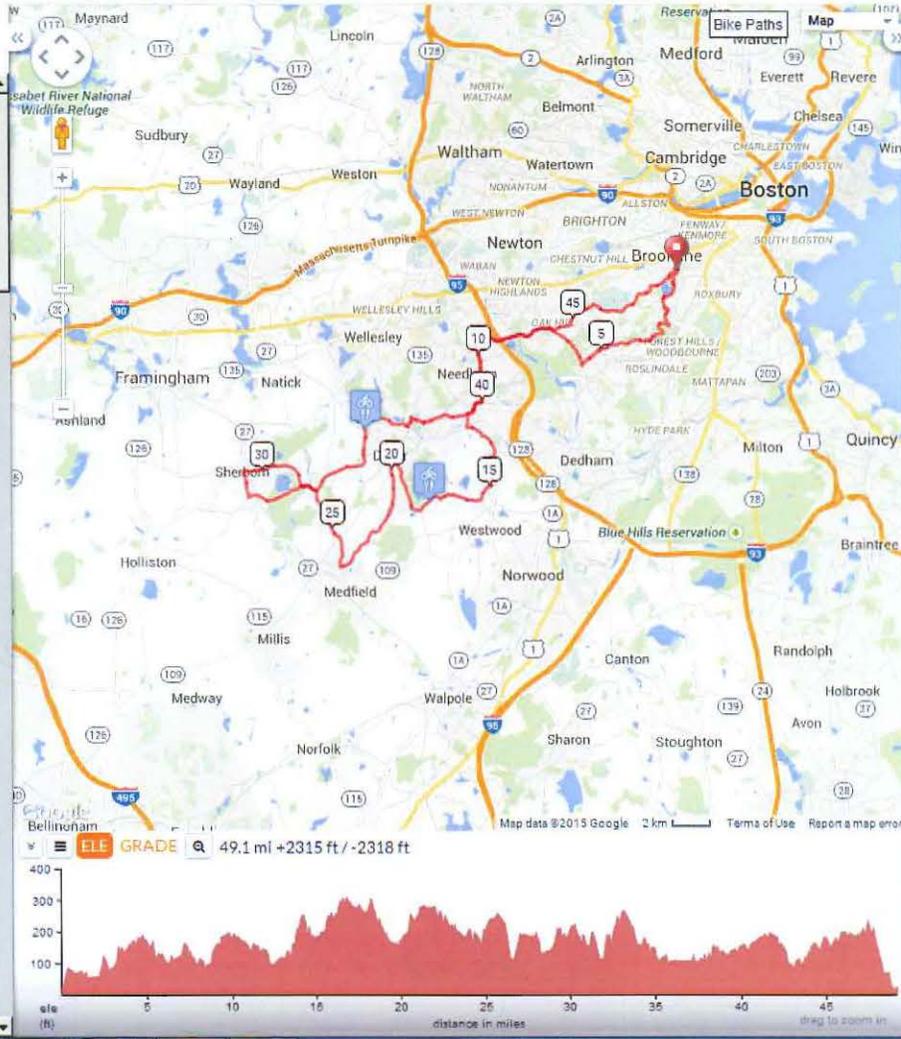
Leg	Dir	Type	Notes	Total
3.4	→	Right	Turn right onto Winter St	23.5
0.3	→	Right	Turn right onto North St	23.8
0.8	←	Left	Slight left onto Farm St	24.6
1.7	←	Left	Turn left onto Bridge St	26.3
0.3	↑	Straight	Continue onto Farm Rd	26.5
0.3	←	Left	Turn left onto Forest St	26.8
1.1	→	Right	Turn right onto Lake St	27.9
0.7	→	Right	Turn right onto MA-27 N	28.6
0.8	→	Right	Turn right onto Farm Rd	29.4
1.0	→	Right	Turn right onto Lake St	30.4
0.0	→	Right	Turn right onto Farm Rd	30.4
1.5	↑	Straight	Continue onto Bridge St	31.8
0.3	←	Left	Turn left onto Farm St	32.1
2.0	↑	Straight	Continue onto Main St	34.2
0.8	→	Right	Slight right to stay on Main St	34.9
0.6	→	Right	Turn right onto Claybrook Rd	35.5
1.7	←	Left	Turn left onto Central Ave/Centre St	37.2
0.3	→	Right	Slight right onto Fisher St	37.5
0.4	←	Left	Turn left onto South St	38.0
2.0	←	Left	Turn left onto Webster St	39.9
1.7	→	Right	Turn right onto High St	41.7
0.3	↑	Straight	Continue onto Greendale Ave	41.9
0.4	←	Left	Slight left onto Kendrick St	42.3
0.3	←	Left	Slight left to stay on Kendrick St	42.6
0.4	↑	Straight	Continue onto Nahanton St	43.1
1.1	→	Right	Turn right onto Dedham St	44.2
0.1	←	Left	Turn left onto Brookline St	44.3
1.1	←	Left	Slight left onto Newton St	45.4
0.4	↑	Straight	At the traffic circle, continue straight to stay on Newton St	45.8
0.9	←	Left	Turn left to stay on Newton St	46.7
1.4	↑	Straight	Continue straight onto Cottage St	48.1
0.1	↑	Straight	Continue onto Perkins St	48.2
0.4	←	Left	Turn left onto Chestnut St	48.6
0.1	↑	Straight	At the traffic circle, take the 1st exit onto Pond Ave	48.7
0.3	→	Right	Turn right onto Highland Rd/Willow Pond Rd	49.0

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SEGMENTS CUESHEET

CUESHEET

Turn right toward Highland Rd/Willow Pond Rd	0.0 mi
Turn left onto Highland Rd/Willow Pond Rd	0.0 mi
Turn right onto Emerald Necklace	0.1 mi
Take the crosswalk	0.3 mi
Turn left onto Francis Parkman Dr	1.0 mi
Turn right onto Arborway	1.1 mi
Enter the traffic circle	1.4 mi
Exit the traffic circle onto Arborway	1.4 mi
Turn right	1.6 mi
Turn right	2.1 mi
Turn right	2.4 mi
Turn left	2.5 mi
Turn right	2.8 mi
Turn left onto Walter St	3.2 mi
Turn right onto Weld St	3.3 mi
Turn right onto Andover Rd	3.6 mi
Turn right onto Morey Rd	3.9 mi
Turn left onto Gretter Rd	3.9 mi
Turn right onto Weld St	4.1 mi
Turn left onto Ruskin St	4.9 mi
Turn right onto Corey St	5.0 mi



OVERVIEW METRICS EXPORT

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ROUTES

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225 **MORE**
2015 WOMEN'S BIKE RIDE AND FESTIVAL, 50 MILE

50 mile route for the 2015 Boston Women's Bicycle Festival

Created Jan 21, 15

By: **2015 Boston Women's Bicycle Festival**

Started in: **Boston, MA, US**

Distance: **49.1 mi**

Elevation: **+ 2315 / - 2318 ft**

Good For: **Cycling**

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[PRINT MAP + CUE PDF](#)



✓ DPW
✓ P&R
✓ Fire
✓ Police

March 24, 2014

Nicki Witham
Needham Town Hall
1471 Highland Avenue
Needham, MA 02492

Dear Nicki,

I am writing to request for permission to direct a portion of our fourth annual bicycle Ride for Food through Needham on Sunday morning September 20th, 2015. As in the past, the purpose of the Ride for Food is to raise awareness and funds to combat hunger in New England communities. We are organized as an all-volunteer group with the goal of gradually expanding the ride to ultimately include 20-30 food pantries, but doing so slowly. This year the Ride for Food will benefit the food pantries of Dedham, Needham, Jamaica Plain, Natick, Wellesley as well as the following hunger relief organizations, Boston Area Gleaners, Campus Kitchens (UMASS Boston), Food for Free, Food Link, The Food Project, JF&CS Family Table, Open Table, Ripples of Hope and the Waltham Fields Community Farm.

We expect to have 300 riders, and each rider will have a choice of a 10, 25 or a 50 miles ride. Riders will be leaving Dedham on a staggered basis from 7:30 through 10:00AM and should all be returning between 11 and noon. All three routes will go through Needham. Please look at these links to get a better idea on the overall routes (10 mile ride - <http://ridewithgps.com/routes/7012955>, 25 mile ride - <http://ridewithgps.com/routes/7012958>, and the 50 mile ride - <http://ridewithgps.com/routes/7012961>). In all cases, riders will enter Needham from Dedham via Route 135. The 10 mile riders will take a right onto Webster Street and a right on High Street and then continuing onto Greendale and continuing onto Lyons and then taking a left onto 135 back to Dedham. The 25 and 50 mile riders will take a left onto South Street off 135 continuing down South Street into Dover. On the way back they will enter Needham on Central and take a right onto Gould, crossing onto Hunting at the light and then continuing onto Greendale as described above.

I've included our insurance certificate with the Needham being an additional insured.

Our website www.threesquaresne.org is being updated for the 2014 Ride for Food, but the routes are all listed under the Rider tab. Thank you for considering this proposal. Please contact me at 781-775-0125 or at greg@threesquaresne.org if you have any questions.

Best Regards,

Greg Jundanian

cc: Lt. Matthew Forbes

Three Squares - 25 miles

25.3 miles

Leg	Dir	Type	Notes	Total
	→	Right	Slight right onto Bridge St	0.6
0.3	→	Right	Turn right onto Common St	0.9
0.0	→	Right	Police Detail (morning only)	0.9
1.0	↑	Straight	Continue onto West St	1.9
1.2	←	Left	Turn left onto South St	3.1
2.6	↑	Straight	Continue onto Willow St	5.8
0.6	→	Right	Right onto Dedham St	6.4
0.6	←	Left	Keep left to stay on Dedham St	7.0
0.3	↑	Straight	Continue onto Springdale Ave	7.3
0.8	←	Left	Turn left onto Farm St	8.1
1.4	→	Right	Slight right onto Wight St	9.5
0.1	→	Right	Turn right onto Glen St	9.6
2.2	→	Right	Turn right onto Pleasant St	11.8
0.6	←	Left	Turn left onto Claybrook Rd	12.5
2.1	←	Left	Turn left onto Central Ave/Centre St	14.6
4.4	→	Right	Turn right onto Gould St	19.0
0.7	↑	Straight	Continue onto Hunting Rd	19.7
0.8	↑	Straight	Continue onto Greendale Ave	20.4
2.1	↑	Straight	Continue onto Lyons St	22.5
0.2	←	Left	Turn left onto MA-135 E/West St	22.7
0.5	↑	Straight	Continue onto Common St	23.3
1.0	←	Left	Turn left onto Bridge St	24.3
0.3	←	Left	Slight left onto Campus Dr	24.6
0.4	←	Left	Turn left to stay on Campus Dr	25.0
0.1	→	Right	Turn right to stay on Campus Dr	25.2
0.0	→	Right	Turn right to stay on Campus Dr	25.2

Ride With GPS · <http://ridewithgps.com>

Three Squares - 25 miles - ...

ridewithgps.com routes/7012955

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SEGMENTS CUESHEET

CUE SHEET

[PRINT](#)

Slight right onto Bridge St	0.6 mi
Turn right onto Common St	0.9 mi
Police Detail (morning only)	0.9 mi
Continue onto West St	1.9 mi
Turn left onto South St	3.1 mi
Continue onto Willow St	5.8 mi
Right onto Dedham St	6.4 mi
Keep left to stay on Dedham St	7.0 mi
Continue onto Springdale Ave	7.3 mi
Turn left onto Farm St	8.1 mi
Slight right onto Wight St	9.5 mi
Turn right onto Glen St	9.6 mi
Turn right onto Pleasant St	11.8 mi
Turn left onto Claybrook Rd	12.5 mi
Turn left onto Central Ave/Centre St	14.6 mi
Turn right onto Gould St	19.0 mi
Continue onto Hunting Rd	19.7 mi
Continue onto Greendale Ave	20.4 mi
	22.5 mi

OVERVIEW METRICS EXPORT

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THREE SQUARES - 25 MILES

Created Feb 16, 15

By: [Greg](#)

Started in: Dedham, MA, US

Distance: 25.3 mi

Elevation: +1155 / -1161 ft

Good For: Cycling

[GET ELEVATION PROFILE IMAGE](#)

[GET MAP IMAGE](#)

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[PRINT CUE SHEET FROM BROWSER](#)

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10:10 AM 5/21/2015

Three Squares - 50 miles

49.6 miles

Leg	Dir	Type	Notes	Total
	→	Right	Slight right onto Bridge St	0.6
0.3	→	Right	Turn right onto Common St	0.9
1.0	↑	Straight	Continue onto West St	1.9
1.2	←	Left	Turn left onto South St	3.1
2.6	↑	Straight	Continue onto Willow St	5.8
0.6	↑	Straight	Continue onto Dedham St	6.4
0.6	→	Right	Keep right to stay on Dedham St	7.0
0.0	←	Left	Turn left onto Centre St	7.0
0.7	←	Left	Slight left onto Pine St	7.7
3.8	←	Left	Turn left onto North St	11.5
0.6	↑	Straight	Continue onto Pleasant St	12.0
0.5	←	Left	Turn left onto Curve St	12.5
0.1	→	Right	Turn right onto South St	12.6
0.7	←	Left	Turn left onto MA-27 S	13.3
0.1	→	Right	Turn right onto South St	13.4
1.6	↑	Straight	Continue onto Seekonk St	15.0
0.7	→	Right	Turn right onto Cleveland St	15.7
1.5	→	Right	Turn right onto MA-115 N	17.2
1.6	←	Left	Turn left onto Baltimore St	18.8
0.4	→	Right	Turn right onto Pleasant St	19.2
0.1	←	Left	Turn left onto Dyer St	19.3
0.2	←	Left	Turn left onto Village St	19.4
2.2	→	Right	Slight right onto Holliston St	21.6
2.8	↑	Straight	Continue onto Norfolk St	24.4
1.7	→	Right	Turn right onto Central St	26.2
0.4	←	Left	Tricky left coming up on Fiske. Please be careful	26.6
0.0	←	Left	Slight left onto Fiske St	26.6
1.8	↑	Straight	Continue onto Mill St	28.4
1.1	↑	Straight	Continue onto Woodland St	29.5
0.1	←	Left	Slight left onto W Goulding St and cross Route 27 onto East Goulding	29.6
1.1	←	Left	Sharp left onto Lake St	30.7
0.6	↑	Straight	Portable toilet located in parking lot of Farm Pond.	31.3
0.5	→	Right	Turn right onto Farm Rd	31.9
1.5	↑	Straight	Continue onto Bridge St	33.3
0.3	←	Left	Turn left onto Farm St	33.6
2.0	↑	Straight	Tricky Right. Continue onto Main St. Do not bear left onto Pleasant.	35.6
0.8	→	Right	Slight right to stay on Main St	36.4
0.6	→	Right	Turn right onto Claybrook Rd	37.0
1.7	←	Left	Turn left onto Central Ave/Centre St	38.7
4.4	→	Right	Turn right onto Gould St	43.1
0.7	↑	Straight	Continue onto Hunting Rd	43.8
0.8	↑	Straight	Continue onto Greendale Ave	44.6
2.1	↑	Straight	Continue onto Lyons St	46.7
0.2	←	Left	Turn left onto MA-135 E/West St	46.9
0.5	↑	Straight	Continue onto Common St	47.4

Leg	Dir	Type	Notes	Total
1.0	←	Left	Turn left onto Bridge St	48.5
0.3	←	Left	Slight left onto Campus Dr	48.7

Ride With GPS · <http://ridewithgps.com>

Three Squares - 50 miles - ... x +

ridewithgps.com routes/7012961

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SEGMENTS CUESHEET OVERVIEW METRICS EXPORT

CUESHEET

[PRINT](#)

Slight right onto Bridge St	0.6 mi
Turn right onto Common St	0.9 mi
Continue onto West St	1.9 mi
Turn left onto South St	3.1 mi
Continue onto Willow St	5.8 mi
Continue onto Dedham St	6.4 mi
Keep right to stay on Dedham St	7.0 mi
Turn left onto Centre St	7.0 mi
Slight left onto Pine St	7.7 mi
Turn left onto North St	11.5 mi
Continue onto Pleasant St	12.0 mi
Turn left onto Curve St	12.5 mi
Turn right onto South St	12.6 mi
Turn left onto MA-27 S	13.3 mi
Turn right onto South St	13.4 mi
Continue onto Seekonk St	15.0 mi
Turn right onto Cleveland St	15.7 mi
Turn right onto MA-115 N	17.2 mi

Map data ©2015 Google 2 km Terms of Use Report a map error

ELE GRADE 49.6 mi +2366 ft / -2366 ft

distance in miles

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THREE SQUARES - 50 MILES

Created Feb 16, 15

By: [Greg](#)

Started in: Dedham, MA, US

Distance: 49.6 mi

Elevation: +2366 / -2366 ft

Good For: Cycling

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10:11 AM 5/21/2015

Three Squares - 10 miles

10.6 miles

Leg	Dir	Type	Notes	Total
	→	Right	Slight right onto Bridge St	0.6
0.3	→	Right	Turn right onto Common St	0.9
0.0	→	Right	Police detail (morning only)	0.9
1.0	↑	Straight	Continue onto West St	1.9
2.0	→	Right	Turn right onto Webster St	3.9
1.2	→	Right	Turn right onto High St	5.0
0.3	↑	Straight	Continue onto Greendale Ave	5.3
2.7	↑	Straight	Continue onto Lyons St	8.0
0.2	←	Left	Turn left onto MA-135 E/West St	8.2
0.5	↑	Straight	Continue onto Common St	8.7
1.0	←	Left	Turn left onto Bridge St	9.8
0.3	←	Left	Slight left onto Campus Dr	10.1

Ride With GPS · <http://ridewithgps.com>

Three Squares - 10 miles - ... x +

ridewithgps.com/routes/7012955

SEARCH

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SEGMENTS CUESHEET

PRINT

CUESHEET

Slight right onto Bridge St	0.6 mi
Turn right onto Common St	0.9 mi
Police detail (morning only)	0.9 mi
Continue onto West St	1.9 mi
Turn right onto Webster St	3.9 mi
Turn right onto High St	5.0 mi
Continue onto Greendale Ave	5.3 mi
Continue onto Lyons St	8.0 mi
Turn left onto MA-135 E/West St	8.2 mi
Continue onto Common St	8.7 mi
Turn left onto Bridge St	9.8 mi
Slight left onto Campus Dr	10.1 mi

OVERVIEW METRICS EXPORT

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THREE SQUARES - 10 MILES

Created Feb 16, 15

By: **Greg**

Started in: Dedham, MA, US

Distance: 10.6 mi

Elevation: +416 / -418 ft

Good For: Cycling

GET ELEVATION PROFILE IMAGE

GET MAP IMAGE

PRINT MAP FROM BROWSER

PRINT CUE SHEET FROM BROWSER

PRINT MAP + CUE PDF

GARMIN WRITE

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SIGNUP NOW

10:05 AM 5/21/2015

Town of Needham
Water Sewer Billing System
Adjustment Form

DEPARTMENT OF PUBLIC WORKS

TO: TOWN TREASURER AND COLLECTOR
cc: TOWN ACCOUNTANT, WATER AND SEWER SUPERINTENDENT

WHEREAS the appropriate divisions of the Department of Public Works have submitted to you the following commitment(s) on the dates listed below for the collection of water, sewer revenue and

WHEREAS certain inadvertent error(s) were made in said commitment(s), it is hereby requested that you abate these particular account(s) in the amount(s) stated below.

Water Sales:	-\$233.00
Water Irrigation:	\$0.00
Water Admin Fees	\$0.00
Sewer Sales:	-\$533.00
Transfer Station Charges:	\$0.00
Total Abatement:	-\$766.00

Order #: 1199

Read and Approved:

 5/21/2015

Assistant Director of Public Works

 5/21/15

Director of Public Works

For the Board of Selectmen

Date: 5/26/15

**Town of Needham
Water Sewer Billing System
Adjustment Form**

Prepared By:	Last Name	First Name	Customer ID#	Location ID#	Street Number	Street Name	Irrigation Water	Domestic Water	Sewer	Total	Reason	Corrected Last Read Y/N
DB	Eaton	Theodora K	14459	16784	51	Bonwood Road	\$0.00	-\$11.90	-\$20.30	-\$32.20	ACC	N
JO	Council on Aging (2)						\$0.00	-\$221.10	-\$512.70	-\$733.80	COA	N
Total:										-\$766.00		

ALSO, LET THIS SERVE AS AUTHORIZATION TO ABATE ANY PENALTY OR INTEREST WHICH HAS ACCRUED DUE TO THE NON-PAYMENT OF AMOUNTS AS STATED ABOVE.

Legend:
 O.I. = O.I. reading slower than inside meter causing large bill when inside meter is read.
 TWN = Town Project caused damage to private property
 EC = Extenuating Circumstances
 Equip = Equipment Malfunction
 UEW = Unexplained water loss
 ACC = Accidental Water Loss
 BP = Billing Period beyond 100 days
 COA - Council on Aging

**Town of Needham
Board of Selectmen
Minutes for April 28, 2015
Selectmen's Chambers
Needham Town Hall**

6:45 p.m. Informal Meeting with Citizens: No Activity.

7:00 p.m. Call to Order:
A meeting of the Board of Selectmen was convened by Chairman Maurice P. Handel. Those present were John A. Bulian, Matthew D. Borrelli, Daniel P. Matthews, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt. Marianne B. Cooley was absent.

7:00 p.m. Consultation - Rosemary Pool Project:
Cindy Chaston, Chairman, Park and Recreation Commission, Patty Carey, Director of Park and Recreation, Dave DiCicco, Park and Recreation Commission appeared before the Board with an update on the status of the Park and Recreation Commission's evaluation of options for Rosemary Pool.

Ms. Chaston gave a brief history of the pool, saying it is over 40 years old. She commented on the Weston and Sampson feasibility study of the site, as well as the public hearings in which residents overwhelmingly favored keeping a pool at the Rosemary site. Ms. Chaston said the next phase includes securing design funding of \$450,000. She commented on a recent study by the Community Center of Needham, and the creative designs for the site. She noted that while the next phase will not include an indoor pool, she said the Town will ask about the possibility of the option in the future.

Mr. Handel noted the strong sentiment of residents to keep the pool at the Rosemary site.

Mr. Bulian agrees with the approach and said he thought the presentation by CCN was intriguing. He said he has reservations about an indoor pool due to cost, but said it is logical for the Town to keep options open should funding become available.

Mr. Borrelli concurred. He commented on the true cost, noting it is important to have the maximum building on the site for all of the activities. He said the location is key, particularly with the senior center, high school, and library nearby.

Mr. Matthews said it is important to stay focused and earn the support of Town Meeting members. He noted the tight timeline. He said he is slightly concerned that Town Meeting is looking for clarity in the process, and said the message must be clear and direct to move forward.

warrant article was originally drafted if it would necessarily be the best way for the Town to engage in meeting the need. He said as a result, an amended motion to Article 39 is proposed.

Ms. Fitzpatrick commented on the Home Rule Petition and said Article 38 became moot based on the current cost estimate for a revised High School project.

Annual Town Meeting Articles:

Article 39: Appropriate for High School Expansion

Motion by Mr. Borrelli that the Board recommend adoption of Article 39 as amended by deleting the sum "\$500,000" and inserting in place thereof the sum "\$150,000", and by inserting the word "cafeteria" between the words "High School" and the word "expansion", and by inserting after the words "Town Manager" the words "and Permanent Public Building Committee" and by deleting the phrase "\$276,000 be transferred from Free Cash," and by deleting the sum "\$68,385" and inserting in place thereof the sum "\$67,403" and by deleting the phrase "\$12,305 be transferred from Article 39 of the 2013 Annual Town Meeting, and \$60,713 be transferred from Article 1 of the 2013 November Special Town Meeting;"

Second: Mr. Bulian. Unanimously approved 4-0.

Mr. Bulian said he believes there is a need to expand the high school. He said he is hopeful the School Committee will work with the Board of Selectmen and the Finance Committee to see a project through, subsequent to Town Meeting.

Mr. Borrelli concurred and said this is the best compromise. He said between now and next Town Meeting more details will be known for what is needed at the high school.

Mr. Matthews concurred. He commented it is worth another look at adding classroom space to the high school. He said it is important to have more time to look at the space to meet the needs of the students, and supports cafeteria expansion at this time.

Special Town Meeting Articles:

Motion by Mr. Bulian that the Board vote to support Article 1 - Appropriate for Planning Consulting Assistance in the Special Town Meeting Warrant.

Second: Mr. Borrelli. Unanimously approved 4-0.

Motion by Mr. Bulian that the Board vote to support Article 2 - Amend the FY2015 Operating Budget in the Special Town Meeting Warrant.

Second: Mr. Borrelli. Unanimously approved 4-0.

transportation issues. He said collaboration continues with the MAPC and the Needham Newton Chamber of Commerce for a grant to market the N² area. He said options are being explored regarding the effect of potential Olympic Games in the Boston area, and how to leverage the opportunity. Mr. Handel spoke about on going discussions with Newton on how to connect the spokes of the regional transportation system. He commented Needham is part of the MAPC and recently became part of the inner core communities that deal with issues around the Route 128 ring.

2. Committee Reports

No Committee Reports were made.

Mr. Handel noted the Board of Selectmen has an ex-officio seat on the Memorial Park Trustees, and said for the last 10 years Mr. Bulian has represented the Board of Selectmen. He said Mr. Bulian is now passing the torch to Mr. Borrelli. Mr. Handel thanked Mr. Bulian for his work and Mr. Borrelli for agreeing to represent the Board.

7:45 p.m. Executive Session - Exception 3

Motion by Mr. Bulian that the Board of Selectmen vote to enter into Executive Session.

Exception 3 - To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares. Not to return to open session prior to adjournment.

Second: Mr. Borrelli. Mr. Handel polled the Board. Unanimously approved 4-0.

A list of all documents used at this Board of Selectmen meeting is available at: <http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID=>

Note: The meeting adjourned at 8:10 p.m.

BOARD OF SELECTMEN

* MINUTES *

May 4, 2015

7:20 p.m. A special meeting of the Board of Selectmen was convened by Chairman Maurice Handel at the Needham Town Hall. Present were Mr. Matthew Borrelli, Ms. Marianne Cooley, Mr. Daniel Matthews, Mr. John Bulian, and Town Manager Kate Fitzpatrick.

The Board of Selectmen briefly discussed the items on the warrant for the Annual Town Meeting.

7:25 p.m. **Motion: Mr. Matthews moved that the Board adjourn its meeting contemporaneously with the adjournment of Town Meeting. Mr. Borrelli seconded the motion. Unanimous: 5-0.**

Note: The Annual Town Meeting adjourned for the evening at 10:50 p.m.

BOARD OF SELECTMEN

* MINUTES *

May 6, 2015

7:15 p.m. A special meeting of the Board of Selectmen was convened by Chairman Maurice Handel at the Needham Town Hall. Present were Mr. Matthew Borrelli, Mr. Daniel Matthews, and Town Manager Kate Fitzpatrick.

The Board of Selectmen briefly discussed the items on the warrant for the Annual Town Meeting.

7:20 p.m. **Motion: Mr. Matthews moved that the Board adjourn its meeting contemporaneously with the adjournment of Town Meeting. Mr. Borrelli seconded the motion. Unanimous: 3-0.**

10:47 p.m. Article 30

Motion: Mr. Bulian moved that the Board voted to oppose Mr. Gerry Rovenor's motion to refer the subject matter of Article 30 – Rosemary Pool to the Park and Recreation Commission, Board of Selectmen and Finance Committee for further study. Mr. Borrelli seconded the motion. Unanimous: 5-0.

Note: The Annual Town Meeting adjourned for the evening at 11:00 p.m.

BOARD OF SELECTMEN

* MINUTES *

May 11, 2015

7:10 p.m. A special meeting of the Board of Selectmen was convened by Chairman Maurice Handel at the Needham Town Hall. Present were Mr. Matthew Borrelli, Mr. Daniel Matthews, Mr. John Bulian, and Town Manager Kate Fitzpatrick.

The Board of Selectmen briefly discussed the items on the warrant for the Annual Town Meeting.

7:15 p.m. **Motion: Mr. Borrelli moved that the Board adjourn its meeting contemporaneously with the adjournment of Town Meeting. Mr. Matthews seconded the motion. Unanimous: 4-0.**

Note: The Annual Town Meeting adjourned for the evening at approximately 11:20 p.m.

**Town of Needham
Board of Selectmen
Minutes for May 12, 2015
Selectmen's Chamber
Needham Town Hall**

6:45 p.m. Informal Meeting with Citizens: No Activity.

7:00 p.m. Call to Order:
A meeting of the Board of Selectmen was convened by Chairman Maurice P. Handel. Those present were Matthew D. Borrelli, Marianne B. Cooley, John A. Bulian, Daniel P. Matthews, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt.

7:00 p.m. Public Hearing - Fremont Street:
Pat Pembroke, EDS Engineering & Data Solutions appeared before the Board representing Verizon New England Inc. She requested permission to place two, four inch PVC conduits approximately 100 feet in Fremont Street in accordance with plan entitled "Petition Plan - Verizon New England Inc. - No. 4AA4LS" dated March 10, 2015.

Kate Fitzpatrick, Town Manager stated all paperwork is in order.

Mr. Handel invited public comment. No comments were made.

Motion by Mr. Bulian that the Board of Selectmen approve and sign a petition from Verizon New England to place two, four inch PVC conduits approximately 100 feet in Fremont Street in accordance with plan entitled "Petition Plan - Verizon New England Inc. - No. 4AA4LS dated 3/10/2015 and attached herewith as Exhibit "A".

Second: Mr. Borrelli. Unanimously approved 5-0.

7:02 p.m. National Public Works Week Proclamation:
Richard P. Merson, DPW Director appeared before the Board regarding National Public Works Week. Mr. Handel read a proclamation recognizing the week of May 17th through May 23rd as National Public Works Week.

Motion by Mr. Bulian that the Board of Selectmen vote to approve and sign the Proclamation for National Public Works Week May 17th through May 23rd, 2015 as National Public Works Week.

Second: Mr. Borrelli. Unanimously approved 5-0.

Mr. Handel commented on the importance of Public Works to everyday life of Needham. He thanked Mr. Merson for the work done by his staff through the winter. Mr. Merson thanked Mr. Handel for the acknowledgement, and commented

on the ovation by Town Meeting members on Monday, May 11, 2015. He said it is very gratifying to know the DPW is appreciated for its work.

7:06 p.m.

Appointments and Consent Agenda:

Motion by Mr. Bulian that the Board of Selectmen vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS: There were no Appointments at this meeting.

CONSENT AGENDA:

1. **Approve 2015 Mobile Food Truck license for returning food truck - Captain Marden's Seafoods, Inc. d/b/a The Cod Squad. All required forms have been completed and are on file.**
2. **Approve a request from the Natick Rotary to hold its Tour de Natick bike event on Sunday, June 21, 2015. The Needham portion of the route involves only a short leg of the longer, 25 mile course which begins at 8:00 am. The section of the route going through Needham is from Charles River Street at the Dover line to South Street at the Dover line. The route that the riders will take through Needham has been approved by the following departments: DPW, Police, Fire and Park and Recreation.**
3. **Approve a 2015 Common Victualler License for French Press LLC. d/b/a French Press Bakery & Café located at 74 Chapel Street, Needham.**
4. **Accept the following donations made to the Needham Public Library during the period February 4, 2015 to May 6, 2015: Additional gifts in memory of Mary H. Dickert from: Norman Fay - \$100.00, Kenneth & Deborah Bassett - \$50.00, Douglas & Janet MacMillan - \$100.00; Sandra Brennan sent the library a copy of her new book, In the Belly of Jonah (\$14.95); Barbara Kochaniak donated \$20.00 for the purchase of DVDs; Anna M. Newman gave the library a copy of The Midwife of Venice by Roberta Rich (\$15.00); Marjorie Slater gave the library two CDs: Nothing in My Hand (\$15.00), and Your Divine Destination (\$15.00); Douglas Payne gave the library a copy of the children's book, Rules of Summer by Shaun Tan (\$18.99); Amelia Klein donated the following materials: Talking Through Walls (DVD) (\$15.00), Islamic Art: Mirror of the Invisible World (DVD) (\$15.00), and The Qur'an: A Guide and Mercy (book) (\$9.95); Sam Bass Warner gave the library the following books: Hedrick—A History of Horticulture in America to 1860 (\$28.00), Weller—Freshwater Marshes, 2nd ed. (\$45.00), and Thornton—Cultivating Gentlemen (\$34.00); Sonali Kelkar gave the library a copy of her nine-year-old daughter's book, Matchsticks: Collections of Short Stories (\$6.00); Kate King donated three children's puzzles (\$45.00); Jane Swett donated a copy of Banglumpoo Lumka: A priceless Historic Place in Bangkok (\$10.00); Bill Salus donated \$225.00 to pay the Community Room rental fee for IANDS (International Association for Near Death Studies) for 2015 and 2016 in memory of Andrea Curewitz's father; Earl Adreani donated two opera videos (\$55.00)- Jose Carreras Collection: The Vienna Comeback, and Opera Australia: The Merry Widow; Margaret Pantridge gave the library a 4-volume**

set of books: **Travels in New England and New York** by Timothy Dwight (\$89.00) and a check for \$100.00 in honor of **One Boston Day**; Paul Shore donated a copy of **The American Passenger Train** by Mike Schafer (\$34.95); Jessie Fried donated a copy of **Alcoholics Anonymous**, 4th edition (\$21.95); Laura Rosen and Family donated the following games for the **Children's Play Area**: **Mille Bornes Classic Auto Race Card Game** (\$15.00), **Apples to Apples Junior** (\$16.00), **The Scrambled States of America Game** (\$15.00), and **Spit!** (\$8.00).

5. **Water & Sewer Abatement Order #1198.**
6. **Approve a request from the Hillside Elementary School PTC to hold its Halloween Trick or Trot 5K Run/Walk and Monster Fun Run event on Sunday, October 25, 2015. The route starts and ends at the Hillside School, with the route following Glen Gary, West, Eliot, Parish, Damon, Parish, Nehoiden, Central down Bess, Julia, Jarvis, Central, and Booth Street. The event will be finished by 11:00 am. 300 participants are expected. This event has been approved by the following departments: Police, Fire and Park and Recreation and is subject to the approval of the DPW.**
7. **Grant Permission for the following residents to hold a block party:**

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Jenny Beck	10 Hollow Ridge Road	Hollow Ridge Road	June 20		4pm-10pm
Nancy Avery	29 Greenwood Ave	Greenwood Ave	July 18	7/19	3pm-10pm
Andrew Allen	955 Webster Street	900 Block of Webster Street	August 8	8/15	12pm-3pm

Second: Ms. Cooley. Unanimously approved 5-0.

Mr. Handel announced the meeting is being tape recorded and carried on local cable television.

7:07 p.m.

Introduction of Firefighters:

Dennis Condon, Fire Chief appeared before the Board to introduce newly appointed Firefighters Jake Hart, Sean Marcotte, and Tom Wesley. Chief Condon also recognized Mike Welch, who was unable to attend.

Chief Condon said the new firefighters received high marks at the Fire Academy, and that he is excited to have them in the department. He commented on the two week orientation the firefighters spent with the BID emergency room staff.

Mr. Matthews welcomed Firefighters Hart, Marcotte, and Wesley to the service of the Town. He said he wants them to succeed and that during stressful situations

they are the “face of the Town” to the public. He said they have the confidence of the Fire Chief and the Town Manager, and wished them well in Needham.

The Board congratulated the firefighters on their appointments and welcomed them to Needham.

7:15 p.m. Representative Denise Garlick:

Denise Garlick, State Representative appeared before the Board with an update as to her new role as the Chair of the Joint Committee on Elder Affairs.

Ms. Garlick commended the Board for the integrity and dignity with which Town Meeting is handled, saying it is a credit to the Board of Selectmen and the Town Manager in how well the Town works for the residents of Needham.

Ms. Garlick commented on the Highland Avenue/Needham Street project, saying the area was one of the great priorities for her since becoming a State Representative. She said one of the first things she did was to get \$17 million authorization for the project in the FY2012 budget. She said the authorization expired after two years, but was again included in the 2014 transportation bond bill. She said she was pleased to be part of the project and to get the legislative delegation together, along with the Board of Selectmen, DPW, and the Engineering Department.

Ms. Garlick commented on the Needham Buffer Zone legislation, saying it has been re-filed and prioritized for the first early hearing by the committee. She said she supports the legislation because of the historical promise to the Town, storm water drainage, and the health and safety of residents. She said the Buffer Zone makes a major difference to the health and safety of those people living in the area. She said she will continue to work on the issue.

Ms. Garlick shared that in her third term as State Representative, she has been named Chair of the Joint Committee on Elder Affairs. She said the Committee deals with all issues relating to senior citizens, including health care, housing, nutrition, transportation, economic stability, community activities, and personal safety and security. She pointed out that the Commonwealth currently has 1.5 million seniors, and over the next five years it is predicted that the total Commonwealth population will grow by 4.3%. She said the senior population, which includes anyone over the age of 60, is expected to grow by 20% in the same five year period. She said public policy must be made to accommodate seniors, and that she is very interested in receiving input from anyone in Needham.

Mr. Handel commented on the work of the MPO on Highland Avenue/Needham Street, and asked Ms. Garlick if it would be helpful to encourage public comment in support of the project. Ms. Garlick said the more voices that are heard in the MPO comment period the better. She said she is hopeful the Council of Economic

Advisors, Department of Public Works, Needham Business Association, the Needham/Newton Chamber of Commerce, and residents living in Needham Crossing will make comment.

Mr. Handel asked for Board comment.

Mr. Matthews said it is very relevant that Ms. Garlick has taken on the position as Chair of the Joint Committee on Elder Affairs, noting the aging population and high cost of health care. He wished her well.

Mr. Bulian asked about the current status of the revision to the "headlight law." Ms. Garlick said she is glad to report the House has voted to rescind the surcharge. She said that while the law still remains for public safety, there would be no insurance surcharge.

Mr. Borrelli congratulated Ms. Garlick, and noted collaboration with the towns of Newton, Medfield, and Dover.

The Board thanked Ms. Garlick for her work.

7:35 p.m.

Appointment of Trust Fund Commissioner:
Joe Scalia and Haydon Traub, members of the Commissioners of Trust Fund held a joint meeting with the Board of Selectmen to interview Jack Cogswell, a candidate for the current vacancy on the Commission.

Mr. Borrelli gave a brief background stating Barry Coffman resigned his position as a Commissioner of Trust Funds. He said an interview process was conducted to fill the vacancy, and that he is pleased to recommend Jack Cogswell to fill the position. Mr. Borrelli commented on Mr. Cogswell's extensive experience in Needham.

Motion by Mr. Borrelli that the Board of Selectmen and Trust Fund Commissioners vote to appoint Jack Cogswell to fill the vacancy on the Committee through April 12, 2016.

Second: Ms. Cooley. Unanimously approved 7-0.

Mr. Cogswell said he is pleased to have the opportunity to work with the Trust Fund Commissioners.

The Board congratulated Mr. Cogswell on his appointment.

7:50 p.m

Town Manager:
Kate Fitzpatrick, Town Manager appeared before the Board with two items to discuss:

1. Calendar Revision

Ms. Fitzpatrick reviewed the Selectmen meeting schedule including a proposed change for the second September meeting date, which is in conflict for Yom Kippur observance. She recommended the Board vote to change the meeting from Tuesday, September 22, 2015 to Monday, September 21, 2015.

Motion by Mr. Bulian that the Board vote to approve the change to the Meeting Calendar from Tuesday, September 22, 2015 to Monday, September 21, 2015.

Second: Ms Cooley. Unanimously approved 5-0.

2. Town Managers Report

Ms. Fitzpatrick recapped Town Meeting, saying 50 Articles were completed and that it is the third year in a row in which Town Meeting concluded in three nights.

Mr. Handel commented on his concern about attendance at Town Meeting, and suggested residents voting for Town Meeting members should know the attendance record of a candidate. He asked if attendance records could be publicized. Mr. Bulian agreed, suggesting Town Meeting members should notify the Town Clerk if they are unable to attend one or more nights of Town Meeting. Mr. Borrelli agreed, noting this year many precincts had contested races. He said voters should know if their Town Meeting member is in attendance. Mr. Matthews suggested looking at the absentee list to determine why people are absent. He said perhaps some members may have lost interest, and that it may just be a matter of asking members that if they do not want to serve to step down. Ms. Cooley concurred.

Ms. Fitzpatrick commented Town Meeting appropriated \$163,436,914, exclusive of debt. She also noted that in the history of Community Preservation Fund, 51 Articles have been presented to Town Meeting for action and 51 Articles have passed. She said it is a very good success rate.

Ms. Fitzpatrick noted the Off-Leash Dog Park will hold its opening ceremony this Saturday, May 16 at 1 p.m. at the Nike site.

She talked about the MPO, saying Newton made a motion at the MPO meeting last Thursday, and was successful in moving the Highland Avenue/Needham Street project into 2018.

Ms. Fitzpatrick commented on the Kendrick Street traffic situation. She noted the Add-A-Lane project is progressing and that the railroad bridge is now down.

Ms. Fitzpatrick said Phase 1 of the Rail Trail project is nearing completion. She showed photos of the work done to date.

8:05 p.m.

Board Discussion:

1. Committee Reports

No Committee Reports were made.

8:05 p.m.

Adjourn:

Motion by Mr. Bulian that the Board of Selectmen vote to adjourn the Board of Selectmen meeting of May 12, 2015.

Second: Mr. Borrelli. Unanimously approved 5-0.

A list of all documents used at this Board of Selectmen meeting are available at:
<http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID=>