

**BOARD OF SELECTMEN**  
**June 23, 2015**  
**Needham Town Hall**  
**Revised Agenda**

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

	<b>6:45</b>	Informal Meeting with Citizens <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>
<b>1.</b>	<b>7:00</b>	Public Hearing – Change of Location – New Garden Restaurant <ul style="list-style-type: none"> <li>• Nick Shaheen, Attorney</li> </ul>
<b>2.</b>	<b>7:00</b>	Public Hearing – Transfer of License – Hearth Pizzeria <ul style="list-style-type: none"> <li>• Ivan Millan Pulecio, Manager</li> </ul>
<b>3.</b>	<b>7:10</b>	Purple Heart Community Proclamation <ul style="list-style-type: none"> <li>• Christopher Coleman, Assistant Town Manager/Operations</li> <li>• Matt Ching, Deputy Director, West Suburban Veterans' District</li> </ul>
<b>4.</b>	<b>7:20</b>	Director of Public Works <ul style="list-style-type: none"> <li>• RTS Improvements and Updates</li> </ul>
<b>5.</b>	<b>7:50</b>	Town Manager <ul style="list-style-type: none"> <li>• Approve Water &amp; Sewer Rates</li> <li>• Town Manager Report</li> </ul>
<b>6.</b>	<b>8:10</b>	Board Discussion <ul style="list-style-type: none"> <li>• Committee Reports</li> </ul>
<b>7.</b>	<b>8:15</b>	Executive Session Exception <b>3 and 6</b>

**APPOINTMENTS**

<b>1.</b>	Various Committee Reappointments (see attachment)
<b>2.</b>	<b>Human Rights Committee- Jennifer Howard Schroeder (term expires 6/30/2018)</b>

**CONSENT AGENDA      \*=Backup attached**

<b>1.*</b>	Approve Minutes from May 26, 2015, and June 9, 2015, Open Session and Executive Session.
<b>2.</b>	Support Youth Services' "Needham Unplugged" for the month of March including its annual no-meeting night which will be held on Thursday, March 10, 2016.
<b>3.*</b>	In accordance with Section 20B of the Town Charter, and upon the recommendation of the Town Manager and the Personnel Board, adopt a classification and compensation plan for fiscal year 2016.

4.

Grant Permission for the following residents to hold a block party:

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Sarah McElroy	23 James Avenue	James Avenue	7/3/15	N/A	5pm-10pm

**Board of Selectmen Committee Reappointments 6/23/2015**

<b>Committee Name</b>	<b>Member</b>	<b>Term Expiration</b>
Cable Television Advisory Board	Michael J. Greis	6/30/2018
Commission on Disabilities	Susan Crowell	6/30/2018
Commission on Disabilities	Bruce A. Howell	6/30/2018
Commission on Disabilities	Elaine Saunders	6/30/2018
Commission on Disabilities	Dale Wise	6/30/2018
Community Preservation Committee	Gary Crossen	6/30/2018
Conservation Commission	Stephen Farr	6/30/2018
Council of Economic Advisors	Peter Atallah	6/30/2018
Council of Economic Advisors	Marty Jacobs	6/30/2018
Council of Economic Advisors	Matthew Borrelli	6/30/2018
Council On Aging	Carol de Lemos	6/30/2018
Council On Aging	Daniel Goldberg	6/30/2018
Council On Aging	Lianne Relich	6/30/2018
Cultural Council	Elizabeth Wells	6/30/2018
Downtown Streetscape Working Group	Paul Good	6/30/2016
Downtown Streetscape Working Group	Gloria Greis	6/30/2016
Downtown Streetscape Working Group	Nelson Hammer	6/30/2016
Downtown Streetscape Working Group	Maurice P. Handel	6/30/2016
Downtown Streetscape Working Group	Tom Jacob	6/30/2016
Downtown Streetscape Working Group	Gary Levine	6/30/2016
Golf Course Advisory Committee	Roy Cramer	6/30/2018
Golf Course Advisory Committee	Daniel Dain	6/30/2018
Historical Commission	Gloria Greis	6/30/2018
Human Rights Committee	Amelia Klein	6/30/2018
Human Rights Committee	Ashok Mehta	6/30/2018

**Board of Selectmen Committee Reappointments 6/23/2015**

<b>Committee Name</b>	<b>Member</b>	<b>Term Expiration</b>
Metropolitan Area Planning Council	Maurice P. Handel	6/30/2018
Needham Cmt. Revitalization Trust Fund	Carol de Lemos	6/30/2018
Needham Cmt. Revitalization Trust Fund	Paul Good	6/30/2018
Needham Community Television Dev Corp	Arnold Goldstein	6/30/2018
Needham Community Television Dev Corp	Michael J. Greis	6/30/2018
Norfolk County Advisory Board	Ted Owens	7/31/2016
Registrars of Voters	Ann Cosgrove	6/30/2018
<del>Solid Waste Disposal/Recycling Advisory</del>	<del>Pralay K. Som</del>	<del>6/30/2018</del>
<del>Taxation Aid Committee</del>	<del>Patricia A. Harris</del>	<del>6/30/2018</del>
Traffic Management Advisory Committee	Richard Merson	6/30/2018
Traffic Management Advisory Committee	Anthony DelGaizo	6/30/2018
Youth Commission	Kevin Keane	6/30/2018



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

**MEETING DATE: 06/23/2015**

<b>Agenda Item</b>	Public Hearing – Change of Location of All Alcoholic Beverages License New Garden Inc. d/b/a New Garden to be located at 40 Chestnut Place, Needham
<b>Presenter(s)</b>	Nicholas L. Shaheen, Esquire Virginia So, Manager

<b>1.</b>	<b>BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED</b>		
	<p>Attorney Shaheen is requesting a Change of Location for New Garden Restaurant to sell All Alcoholic beverages as a restaurant from 250 Chestnut Street, Needham to 40 Chestnut Place, Needham. The new location is all on one level at street level with an entrance and exit from front of building with two emergency exits from the rear of the building, two dining areas, one with a sushi bar and one with a service bar with 12 chairs. Total occupancy for new location is 138 patrons. Attorney Shaheen also seeks a waiver of Town of Needham Regulations for the Sale of Alcoholic Beverages:</p> <ul style="list-style-type: none"> <li>• Section 3.1 Service Bar/Waiting Area</li> </ul>		
<b>2.</b>	<b>VOTE REQUIRED BY BOARD OF SELECTMEN</b>	<b>YES</b>	<b>NO</b>
	<p><b>Suggested Motion:</b> That the Board of Selectmen vote to approve the application for a Change of Location to sell All Alcoholic Beverages under the Town of Needham Regulations Applicable to The Sale of Alcoholic Beverages in Restaurants and Function Rooms to New Garden Inc. d/b/a New Garden Restaurant, Virginia So, Manager, including a waiver of the Town of Needham Regulations for the Sale of Alcoholic Beverages, Section 3.1 and to forward the approved Change of Location application to the ABCC for an approval.</p>		
<b>3.</b>	<b>BACK UP INFORMATION ATTACHED</b>	<b>YES</b>	<b>NO</b>
	<ol style="list-style-type: none"> <li>1) Cover Letter</li> <li>2) Petition for Change of License</li> <li>3) Site Plan</li> <li>4) Vote of Corporate Board</li> <li>5) Lease Agreement</li> <li>6) Legal Notice Information</li> </ol>		

*Law Office of*  
*Nicholas L. Shaheen, P.C.*  
281 Chestnut Street  
Needham, MA 02492  
(781) 455-0022  
fax (781) 444-6822  
[nickshaheenesq@aol.com](mailto:nickshaheenesq@aol.com)

RECEIVED  
TOWN OF NEEDHAM  
BOARD OF SELECTMEN  
2015 MAY 21 P 1:56

*Nicholas L. Shaheen, Esquire*

May 21, 2015

Chairman Maurice P. Handel  
Members of the Board of Selectman  
1471 Highland Avenue  
Needham, MA 02492

RE: New Garden, Inc.

Dear Chairman Handel and Members:

On behalf of New Garden, Inc. and its principals, Raymond So and Virginia So, I herewith provide the following documentation: ABCC Application for Change of Location with a check made payable to the Commonwealth in the amount of \$200.00 and a check made payable to the Town of Needham in the amount of \$150.00, copy of the fully executed lease for the new location of the New Garden Restaurant at 40 Chestnut Place, Needham, Affidavit of Raymond So, Certificate of Vote and Consent of the Board of Directors of New Garden, Inc., source of funds documents consisting of six (6) months of Citizens Bank statements from November 2014 through April 2015, Settlement Statement for sale of 6 Meetinghouse Circle, Needham, MA, Oppenheimer & Co., Inc. transaction statements and transaction summary for work performed relative to the new location along with the Stefanov Architects Occupancy Load Diagram (Plan). The note and mortgage regarding North Barfield Drive, Marco Island, Fl will be provided subsequent to this submission. Please place this matter on the agenda for the June 23, 2015 meeting.

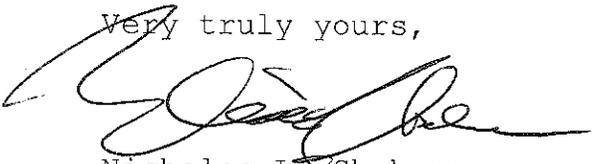
As you know the New Garden Restaurant may in fact be the longest tenured restaurant in Needham having been opened by Mr. So's father in 1970 and Raymond's involvement began shortly thereafter. The family owned business is in its fifth decade of operation. The all liquor license was procured approximately 30

years ago. As you may further know because of its popularity and success the restaurant has outgrown its present location at 250 Chestnut Street and it will be moving essentially across the street to 40 Chestnut Place. The provided lease establishes its projected long term relationship at that location and the many hundreds of thousands of dollars that Mr. So personally and through the corporation have expended on the new location further solidify its commitment and roots in the community. Further, as has been the case for approximately 17 years, Virginia So, an officer and director of the corporate petitioner, will remain on as its manager for the purpose of this All Alcohol license.

The projected date of opening is August 1, 2015. As the existing establishment is still in business and will not close until the relief herein sought is granted by your Board and the ABCC we would respectively request that the existing license run concurrent with this change of location petition so as to enable New Garden, Inc. to remain open and viable. Once the license for the new location is granted we will cease operation at the present location. The new facility has a maximum seating capacity of 138 which includes 12 service bar seats.

Please inform me what and when the next necessary steps in this process must be taken. Thank you.

Very truly yours,



Nicholas L. Shaheen

NLS/kap  
Enclosures

The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

PETITION FOR CHANGE OF LICENSE

77000004

ABCC License Number

Needham

City/Town

The licensee New Garden Inc., d/b/a New Garden Restaurant respectfully petitions the Licensing Authorities to approve the following transactions:

- Change of Manager                       Alteration of Premises                       Change of Corporate Name/DBA  
 Pledge of License/Stock                       Cordial & Liqueurs                       Change of Location  
 Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

Change of Manager

Last-Approved Manager:

Requested New Manager:

Pledge of License /Stock

Loan Principal Amount: \$

Interest Rate:

Payment Term:

Lender:

Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

Change of License Type

Last-Approved License Type:

Requested New License Type:

Alteration of Premises: (must fill out attached financial information form)

Description of Alteration:

remodelling please see attached

Description of Premises:

please see floor plan attached

Change of Location: (must fill out attached financial information form)

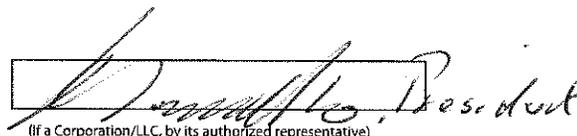
Last-Approved Location:

250 Chestnut Street, Needham, MA 02492

Requested New Location:

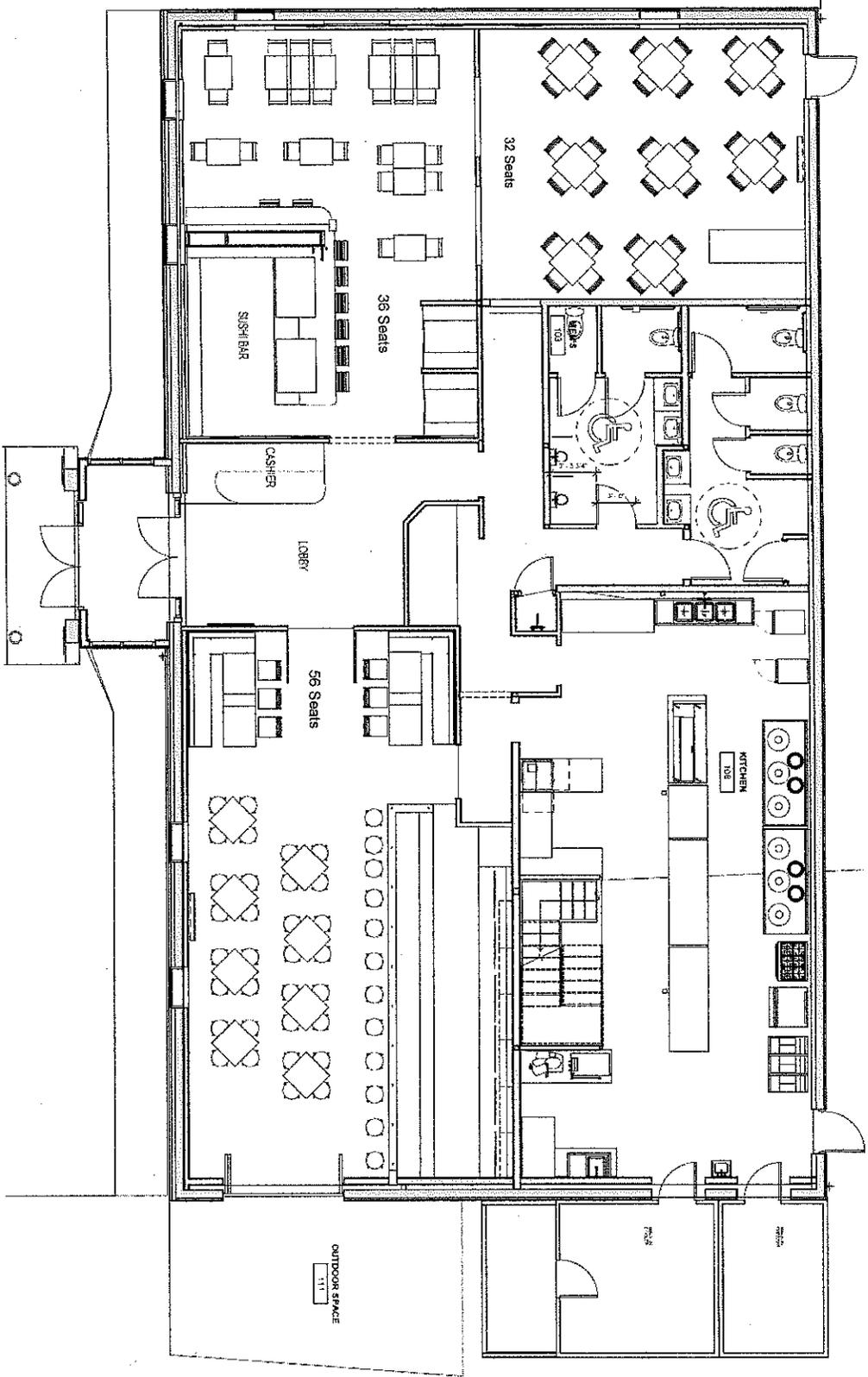
40 Chestnut Place, Needham, MA 02492

Signature of Licensee

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

Date Signed

May 21, 2015



MAXIMUM OCCUPANCY 138  
SHOWN 124 SEATS

1 OCCUPANT LOAD DIAGRAM  
1/8" = 1'-0"

NEW GARDEN  
RESTAURANT  
40 CHESTNUT PLACE  
NEEDHAM, MA 02462

STERNBERG ARCHITECTS  
425 WEST BROADWAY, SUITE 404  
NEW YORK, NY 10014  
TEL: 212-512-1000  
WWW.STERNBERGARCH.COM



NO.	DESCRIPTION	AREA
1	RESTAURANT	114
2	LOBBY	10
3	BAR	10
4	CASHIER	10
5	KITCHEN	108
6	RESTROOMS	10
7	STAIRS	10
8	OUTDOOR SPACE	114
9	OFFICE	10
10	STORAGE	10
11	MEETINGS	10
12	RECEPTION	10
13	WAITING	10
14	TOILETS	10
15	STAIRS	10
16	STAIRS	10
17	STAIRS	10
18	STAIRS	10
19	STAIRS	10
20	STAIRS	10
21	STAIRS	10
22	STAIRS	10
23	STAIRS	10
24	STAIRS	10
25	STAIRS	10
26	STAIRS	10
27	STAIRS	10
28	STAIRS	10
29	STAIRS	10
30	STAIRS	10
31	STAIRS	10
32	STAIRS	10
33	STAIRS	10
34	STAIRS	10
35	STAIRS	10
36	STAIRS	10
37	STAIRS	10
38	STAIRS	10
39	STAIRS	10
40	STAIRS	10
41	STAIRS	10
42	STAIRS	10
43	STAIRS	10
44	STAIRS	10
45	STAIRS	10
46	STAIRS	10
47	STAIRS	10
48	STAIRS	10
49	STAIRS	10
50	STAIRS	10
51	STAIRS	10
52	STAIRS	10
53	STAIRS	10
54	STAIRS	10
55	STAIRS	10
56	STAIRS	10
57	STAIRS	10
58	STAIRS	10
59	STAIRS	10
60	STAIRS	10
61	STAIRS	10
62	STAIRS	10
63	STAIRS	10
64	STAIRS	10
65	STAIRS	10
66	STAIRS	10
67	STAIRS	10
68	STAIRS	10
69	STAIRS	10
70	STAIRS	10
71	STAIRS	10
72	STAIRS	10
73	STAIRS	10
74	STAIRS	10
75	STAIRS	10
76	STAIRS	10
77	STAIRS	10
78	STAIRS	10
79	STAIRS	10
80	STAIRS	10
81	STAIRS	10
82	STAIRS	10
83	STAIRS	10
84	STAIRS	10
85	STAIRS	10
86	STAIRS	10
87	STAIRS	10
88	STAIRS	10
89	STAIRS	10
90	STAIRS	10
91	STAIRS	10
92	STAIRS	10
93	STAIRS	10
94	STAIRS	10
95	STAIRS	10
96	STAIRS	10
97	STAIRS	10
98	STAIRS	10
99	STAIRS	10
100	STAIRS	10

OCCUPANCY LOAD  
DIAGRAM  
DATE: 10/20/11  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: A4, 0.4C

CONSENT OF  
THE BOARD OF DIRECTORS OF NEW GARDEN, INC.  
HELD ON MAY 5, 2015

We, the undersigned, being all of the directors of New Garden, Inc., hereby unanimously consent and assent to the following votes taken on May 5, 2015, at the principal office of the corporation at Needham, MA 02492, at 11:30 o'clock in the forenoon.

Upon motion duly made and seconded, it was unanimously

VOTED: To authorize Virginia So to sign the application in the name of New Garden, Inc. and to execute in its behalf any necessary papers and to do all things required relative to the granting of the change of location.

VOTED: To retain Virginia So as its manager or principal representative, with 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 and wine/malt 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 Clerk of the Corporation and delivered to said manager or principal representative shall constitute the written authority required by Section 26, Chapter 138 M.G.L.

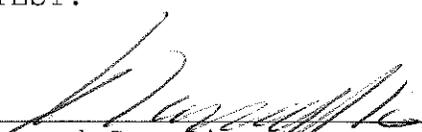
Upon motion duly made and seconded, it was unanimously

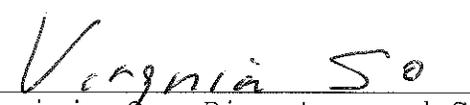
VOTED: to adjourn.

Adjourned.

A true copy.

ATTEST:

  
\_\_\_\_\_  
Raymond So, Director

  
\_\_\_\_\_  
Virginia So, Director and Clerk

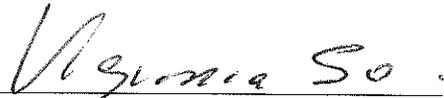
CERTIFICATE OF VOTE

I, Virginia So, Clerk of New Garden, Inc., do certify that at a consent meeting of the board of directors of New Garden, Inc., held at Needham, MA, on May 5, 2015 the following vote was taken that the Corporation apply to the Board of License Commissioners of the Town of Needham for a "Change of Location" to be exercised at the new restaurant premises located at 40 Chestnut Place, Needham, MA., and said vote is still in full force and effect.

VOTED: To authorize Virginia So to sign the application in the name of New Garden, Inc. and to execute in its behalf any necessary papers and to do all things required relative to the granting of the change of location.

VOTED: To retain Virginia So as its manager or principal representative, with 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 and wine/malt 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 Clerk of the Corporation and delivered to said manager or principal representative shall constitute the written authority required by Section 26, Chapter 138 M.G.L.

This is to certify that a majority of the directors of New Garden, Inc., a Corporation duly organized under the laws of Massachusetts are residents of the Commonwealth of Massachusetts and Citizens of the United States. This Corporation has not been dissolved.

  
Virginia So, Clerk  
New Garden, Inc.

Date: May 5, 2015

**"PURE NET" COMMERCIAL LEASE**

Indenture of Lease made as of this 30<sup>th</sup> day of March, 2015, by and between Douglas G. Salamone, Trustee of the SDS Nominee Trust u/d/t dated February 3, 2004 recorded in the Norfolk County Registry of Deeds in Book 20775, Page 58, (hereinafter "Landlord") and New Garden, Inc., a Massachusetts corporation with a principal place of business at 250 Chestnut Street, Needham, MA 02492 (hereinafter "Tenant").

**WITNESSETH**

**1. EXHIBITS**

The following exhibits are attached to this Lease and made a part hereof:

- Exhibit A – Description of Premises
- Exhibit B – Rent Payments
- Exhibit C – Right of First Refusal
- Exhibit D – Personal Guarantee
- Exhibit E – Town of Needham Decision

**2. PREMISES**

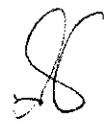
Landlord hereby demises and leases unto Tenant, and Tenant hereby hires from Landlord, subject to the conditions set forth herein, the premises described in Exhibit A (hereinafter called "the Premises"), commonly known and numbered 40 Chestnut Place, Needham, Massachusetts, 02492.

**3. TERM**

TO HAVE AND TO HOLD, the Premises for an original term of FIVE (5) consecutive years commencing on January 1, 2015 (the "Lease Commencement Date") and ending FIVE (5) years after the Commencement Date. Tenant shall begin the financial obligation of paying its Rent on the 1st day of July, 2015.

**4. RENT**

Tenant agrees to pay Landlord rent for the Premises at the amounts set forth in Exhibit B, beginning as of the Rent Commencement Date and continuing thereafter until the termination of this Lease, as same may be extended. All rent and other payments due hereunder to Landlord shall be by check payable to "SDS Nominee Trust" and shall be delivered to Landlord at One Shepard Lane, Medfield, MA, 02052, or until Landlord shall designate in writing a successor or substitute payee or a different place of payment.

So 

## 5. EXTENSION OPTION

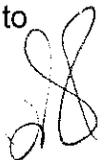
Tenant shall have three (3) options to extend the term of this Lease for three (3) periods of Five (5) consecutive lease years, each period being hereinafter called an "Extension Period", commencing upon the day after the expiration date of the then current term.

Upon the expiration of the initial Term or any Extension Period, Tenant shall be deemed to have automatically exercised its option to extend (or further extend, as the case may be) as set forth in this Article 5, unless Tenant has given Landlord written notice of its intention to terminate this Lease, provided that for such notice to terminate to be effective, it must be received by Landlord on or before six (6) months prior to the relevant termination date. Tenant's ability to so extend the Term of this Lease is specifically contingent on Tenant being in full compliance with all of its obligations, covenants and responsibilities under this Lease.

The extension period(s) shall be upon the same terms and conditions as this original Lease, except for the annual rent which shall be determined in accordance with Exhibit B, attached hereto.

## 6. ADDITIONAL RENT—TAXES/INTEREST

- a. Tenant further agrees that during the original term of this Lease and any Extension Period and for such further time as Tenant shall hold the Premises, or any part thereof, Tenant shall pay to Landlord as additional rent all taxes and assessments whatsoever, which may be payable for or in respect of the Premises, or any part thereof, during the term of this Lease, and for such further time as Tenant shall hold the Premises or any part thereof, Landlord hereby agreeing to furnish Tenant with copies of all bills for such taxes and assessments.
- b. If Landlord's first mortgage lender requires monthly payments for real estate taxes Tenant shall reimburse Landlord for all such payments within ten (10) days after the same are due and payable by Landlord, but if Landlord's first mortgage lender does not require such monthly payments, all payments for real estate taxes shall be made quarterly to Landlord after tax installment bills have been issued, but in any event in a manner sufficient to provide for an amount adequate to pay said taxes as and when they are due and payable. If Tenant shall fail to make such payment, then in addition to all other rights and remedies to which Landlord may be entitled, Tenant shall be liable for any interest or penalty charges which may result from late payment of said taxes by Tenant. In addition to the foregoing, Tenant shall be solely responsible for all personal property taxes of every nature imposed upon all fixtures, equipment and other personal property of every nature on the Premises belonging to Tenant. As of the date of this lease, Landlord represents that there is no mortgage encumbering the premises. Tenant shall not be liable to

50 

Landlord or the Town for any interest or penalty charges as a result of payments not made by Landlord to the Town by the due date.

- c. In the event Landlord shall receive any abatement or refund of said taxes for any tax year for which Tenant shall have paid to Landlord any amount for said taxes, Tenant shall be entitled to receive from Landlord the amount thereof, less, however, the reasonable expenses (including without limitation reasonable attorney's fees) of Landlord incurred in obtaining such abatement.
- d. Landlord, upon written request of Tenant duly made, shall make and prosecute applications for abatement of taxes. If, however, Landlord fails to commence or there after diligently continue the prosecution of applications for abatement of taxes within fifteen (15) days of Tenant's written request so to prosecute, then Tenant shall have the right to prosecute said applications for abatement of taxes in the name of Landlord or Tenant, provided, however, that the expenses of prosecuting such applications shall be borne by Tenant. At Tenant's request, Landlord shall furnish Tenant with all data and information in Landlord's possession concerning the Premises, and shall execute and deliver all documents necessary for Tenant's application.
- e. Notwithstanding the Tenant's obligations as set forth herein the Landlord shall be obligated for and shall pay the real estate taxes and assessments due for the third and fourth quarters of fiscal year 2015 which comprise the months of January 2015 through the end of June 2015.

## **7. LANDLORD'S WARRANTY/QUIET POSSESSION**

- a. Landlord represents and warrants to Tenant that Landlord has the lawful right and authority to enter into this Lease for the entire term hereof [including the Extension Period(s)].
- b. Landlord warrants, covenants and agrees that Tenant, upon performance of its obligations under this Lease, shall peaceable and quietly have, hold and enjoy the Premises throughout the original term of this Lease and all Extension Periods.

## **8. TENANT'S IMPROVEMENTS**

- a. It is understood and agreed between the parties that Tenant shall have the right to make such alterations, additions, changes, modifications and improvements to the Premises as Tenant deems reasonably necessary and appropriate, provided: (i) all such improvements shall be designed, constructed and maintained in accordance with all applicable federal, state and municipal, laws, statutes, rules, regulations, ordinance and bylaws; (ii) all such improvements shall be designed and constructed in a good and workmanlike manner consistent with applicable industry standards and

So 

practices; (iii) subject to the prior written approval of Landlord, which shall not be unreasonably withheld or delayed, and (iv) that no demolition of the structure may take place without prior Landlord approval.

- b. Tenant may further install upon the Premises such fixtures (trade or otherwise) and equipment as Tenant deems desirable and all of said items shall remain Tenant's property and Tenant may remove and/or replace said fixtures and equipment in the Premises at any time and from time to time during the Term or any Extension Period hereof. Landlord shall not mortgage, pledge or encumber said fixtures or equipment. Tenant shall make all repairs or replacement at Tenant's expense in connection with the removal of any fixtures or equipment installed as provided in this paragraph.
- c. All signs, counters, shelving, trade and light fixtures, contents, and other store equipment, which may at any time be installed or placed in or upon the Premises by or at the expense of Tenant, are and shall remain the property of Tenant, and Tenant shall remove the same and repair all damage to the Premises caused by such installation and removal prior to or at the expiration date of the Term or any Extension period of this Lease.
- d. Notwithstanding the preceding provisions the Tenant shall have by right and without the consent or permission of the Landlord to perform all work, labor and materials and to install all items necessary for its build out so long as same is in compliance with the Town of Needham's decision a copy of which is attached hereto and incorporated herein by reference as Exhibit E.

## 9. ASSIGNING AND SUBLETTING

- a. Tenant shall not assign this Lease or sublet the Premises or any portion thereof without the prior written consent of Landlord, which shall be at Landlord's sole and exclusive discretion.
- b. Notwithstanding the foregoing, beginning in the 11<sup>th</sup> year of this Lease, any assignment or subletting will require the assent of the landlord, which assent shall not be unreasonably withheld or delayed.
- c. Tenant agrees to cooperate fully in providing Landlord with financial and business use / experience documentation from the proposed assignee / sublessee.
- d. If Landlord permits an assignment or sublease, Tenant shall remain liable to Landlord for the payment of all rent and for the full performance of the covenants and conditions of this lease.

50 

- e. Tenant may assign this Lease as security for a loan, provided that no specific security interest shall inure to the lender such that the lender could sell any fixtures separately from the interest in the lease.

## 10. HOLDING OVER

If Tenant holds over or remains in possession of Premises after expiration of the original term or any Extension Period of this Lease, without any new lease of said premises being entered into between the parties hereof, or any option herein contained being exercised, such holding over or continued possession shall create a tenancy at will only at the last monthly rental and upon the terms (other than length of term, or option for extension) herein specified, which may at any time be terminated by either party by not less than thirty (30) days' written notice to the other party.

## 11. REPAIRS AND MAINTENANCE

Landlord shall not have any obligation to make any repairs or alterations to the Premises or any part thereof, except as otherwise expressly provided in this Article. Throughout the original term of this Lease and any extension, Tenant covenants and agrees to maintain the Premises and all additions and improvements made upon them in good repair, order and condition as the same are in at the commencement of said term or may be put in by Landlord or Tenant during the continuance thereof, reasonable wear and tear, damage by fire or any other casualty, taking by eminent domain, only excepted. Without limiting the generality of the foregoing, Tenant shall:

provide all necessary and appropriate maintenance and repairs to the buildings, structures and other improvements now at the Premises or which may be put there by Landlord or Tenant during the Lease Term as same may be extended, including, without limitation, structural and non-structural, interior and exterior repairs; all building systems such as HVAC, electrical, gas, water and sewer; remove snow and ice from all parking area and walkways; sand, patch, and maintain all parking areas and walkways; paint and repaint all interior and exterior surfaces.

Landlord's sole responsibility for repairs shall include the roof and exterior of buildings (not including painting) from the studs out.

## 12. DAMAGE OR DESTRUCTION

If the Premises, or any portion thereof, shall be damaged or destroyed by fire or other casualty during the Lease Term, as same may be extended, the Premises shall be restored, repair or replaced to the condition that existed immediately preceding such fire or other casualty, by, and at the expense of, Landlord. Such repairs shall be made promptly in accordance with customary practice and applicable industry standard, subject to reasonable delay which may arise by reason of adjustment of insurance, and

for delay on account of labor troubles or scarcity of materials, or any other cause beyond Landlord's control. Landlord shall not be liable for any inconvenience or annoyance to Tenant resulting from delays in repairing such damage, except that Landlord agrees to use its best efforts to procure such insurance proceeds and to repair such damage expeditiously. During the period the Premises are being restored by the Landlord and in the event Tenant is unable to continue his regular business operations (or some objectively identifiable portion thereof) as a result of such restorations, a just portion of the base rent and additional rent shall be abated until the Landlord's work is completed. The just portion of abatement shall be determined based on the adverse impact to Tenant's regular business operations, as mutually agreed upon between Landlord and Tenant.

### 13. INSURANCE

- a. Tenant at its own cost and expense and as additional rent, covenants and agrees to insure all personal property, fixtures, additions and improvements which are a part of, or situated at, the Premises against damage by fire and other casualty, including extended coverage, and to keep them so insured within insurance companies qualified to do business within the Commonwealth of Massachusetts, to the extent of the full replacement value, it being agreed that if any insuring company requires any modifications, additions or improvements to the Premises as a condition precedent to issuing such insurance policy, Landlord shall consent to such work, provided that same shall be performed at the sole direction, liability and responsibility (financial and otherwise), in a good and workmanlike manner, and in full compliance with all related Federal, State and Municipal Codes, Statutes, Regulations, Ordinances and Bylaws.
- b. The amount of said insurance shall be payable to the Landlord, the mortgagee, and the Tenant as their interests may appear. Such insurance shall not be amended (except for increases in insurance limits) or canceled except on ten (10) days prior written notice to Landlord. The policy or certificates thereof shall be delivered to and held by Landlord upon demand, not to be made more than twice annually except as may be reasonably related to a loss.
- c. Ten (10) days prior to the expiration of each such policy, Tenant shall deliver a binder renewing each such policy, which binder shall provide that at least ten days' written notice of any change in or cancellation thereof shall be given by the insurance company to Landlord. Tenant shall pay the premiums for renewal insurance and deliver to Landlord the original policy or certificate thereof and duplicate receipt evidencing payment thereof.
- d. Tenant at its own cost and expense shall also provide and maintain:

SO 

- i. Public / General liability insurance (including but not limited to Dram shop coverage) having a minimum per occurrence limit of Two Million Dollars (\$2,000,000.00) against all claims which may be brought for bodily injury, death or damage to property of third persons; and to name SDS Nominee Trust and their beneficiaries as additional insureds, if the insurance carrier deems the beneficiaries have an insurable interest.
  - ii. Workers' Compensation Insurance or insurance required by similar employee benefit acts.
- e. Landlord and Tenant each hereby waives any and all rights of recovery against the other, its officers, members, agents and employees, occurring on or arising out of the use and occupation of the Premises or the Building to the extent such loss or damage is covered by proceeds received from insurance required under this Lease to be carried by the other party. This waiver of subrogation provision shall be limited to (i) loss or damage to the property of Landlord and Tenant, and (ii) the officers and employees of Landlord and Tenant. This mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation to an insurance company, Landlord and Tenant agree immediately to give to each insurance company providing a policy described in this Lease, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.
- f. Fire and Casualty Insurance. Landlord shall, at its sole cost and expense and without reimbursement from the Tenant, maintain in full force and effect during the Term of this Lease a policy or policies of fire and casualty insurance covering the Premises, to the extent of the full replacement value, against all claims which may include any other coverage required by any mortgagee of Landlord.

#### 14. EMINENT DOMAIN

- a. In the event of any taking for any public or quasi-public use by exercise of the right of eminent domain or by deed in lieu thereof between Landlord and those having the authority to exercise such right (hereinafter called "Taking") of the whole of the Premises then this Lease and the term hereof shall cease and expire as of the date of such Taking and the base rent under Exhibit B and any additional rent and all other charges paid for a period after such Taking shall be refunded to Tenant upon demand.

- b. In the event of Taking of a substantial part of the Premises or in the event of a Taking so as to prevent or substantially prevent adequate access to Premises, then Tenant may elect to terminate this Lease by giving notice of termination to Landlord on or before the date which is ninety (90) days after receipt by Tenant of notice that the Taking or denial or diminishing of access or termination of the Tenant's lease shall have occurred. Upon the date specified in such notice of termination this Lease and the term hereof shall cease and expire, and the base rent under Exhibit B and any additional rent and charges paid for a period after such date of termination shall be refunded to Tenant upon demand.
- c. If this Lease is not terminated or if Tenant does not elect to terminate this Lease as aforesaid then the award or payment for the Taking shall be paid to Landlord, and in the event the Taking results in an objectively identifiable adverse impact to Tenant's regular business operations, a just portion of the base rent and additional rent shall be appropriately abated as mutually agreed to between the parties, wherein the amount of such abatement shall be based on the square footage taken in relation to the entire parcel.
- d. Nothing herein shall preclude Tennant from seeking a separate award for its fixtures, personal property, equipment, only in the event same cannot be removed, and relocation expenses. Notwithstanding the above, Landlord shall have no responsibility or liability for any such claim for a separate award.

## 15. MORTGAGES

- a. This Lease shall be subject and subordinate in all respects to any first mortgages to recognized conventional lending institutions which may hereafter affect the Premises and each and every of the advances which have heretofore been made or which may hereafter be made hereunder, and to all renewals, modifications, consolidations, replacements and extensions thereof, provided that the holder of any such mortgage delivers to Tenant a written agreement in recordable form consenting to this Lease and agreeing that Tenant shall not be disturbed or canceled at any time, except in the event Landlord shall have the right to terminate this Lease under the terms and provisions set forth herein, and agreeing further that proceeds of insurance and taking awards be applied as provided for in this Lease. In confirmation of such subordination, Tenant shall execute promptly, without cost or charge, any instruments or certificates that Landlord or any mortgagee may require.
- b. Landlord shall make all payments required to be made under the provisions of any mortgage affecting the Premises in default of which Tenant shall have the right, but not the obligation, to cure any such default and to deduct the cost thereof from the base rent or additional rental or other charges becoming due

under this Lease or to require the payment of such cost from Landlord upon demand.

#### **16. TENANT'S COVENANTS**

In addition to all other covenants and agreements of Tenant contained herein, Tenant hereby covenants with Landlord that during the Lease Term, as same may be extended, and for such further time as Tenant shall hold the Premises or any part thereof, Tenant will pay all charges for heat, water, gas, electricity, sewerage, cable/phone/internet and all other utilities and related services used by Tenant upon the Premises; at the expiration of said term will remove all items of personal property and will peaceably yield up to Landlord the Premises and all additions and improvements made upon them (except those which Tenant is permitted to remove hereunder) and leave them clean and in such repair, order and condition as the same are in at the commencement of said term or may be put in by Landlord or Tenant during the continuance thereof, reasonable wear and tear and damage by fire or any other casualty or takings excepted; will not commit any nuisance on the Premises; will procure any authorizations or licenses required for Tenant's use or repair of the Premises.

#### **17. ENTRY BY LANDLORD**

Landlord or its agents may during the Lease Term, as same may be extended, during normal business hours and with Tenant's prior approval which approval Tenant agrees not to unreasonably withhold or delay enter to view the Premises, in the presence of Tenant or Tenant's agent, for the purposes of determining compliance with the terms and conditions of this Lease; and Landlord may show the Premises to others at mutually agreeable times during normal business hours in the presence of the Tenant or Tenant's agent, within one hundred eighty (180) days prior to the expiration of the term (as the same may be extended), and during such 180 day period, may affix to any suitable part of the exterior of the Premises a notice of reasonable size for letting, only if Tenant has given notice to the Landlord that it will not be exercising its option to extend the tenancy or during the last option period hereunder, or selling the Premises and keep the same as affixed without molestation by Tenant, provided any such sign shall not hinder or obscure any sign or other advertising device or display of Tenant.

#### **18. TENANT'S DEFAULT**

If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid for a period of fourteen (14) days after written notice of such default has been given by Landlord to Tenant, or if Tenant shall violate or be in default in its observances or performance of any of its covenants herein contained, except default in the payment of base rent or additional rent, and shall have failed to take and prosecute appropriate steps to remedy such breach or default within twenty (20) days after written notice of such breach or default has been given by Landlord to

50 

Tenant, or if the estate hereby created shall be taken on execution or other process of law and shall not be redeemed for twenty (20) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases (after the expiration of the aforesaid fourteen (14) day or twenty (20) day period if applicable), Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation aforesaid continues and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel Tenant and those claiming through or under it and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this Lease shall terminate and Tenant covenants that in case of such termination under the provisions of statute by reason of the default of Tenant, Tenant will forthwith pay Landlord as damages a sum equal to the amount by which the base rent, additional rent, and other payments called for hereunder of the remainder of the original term or of any extensions thereof, and, in addition thereto, will during the remainder of the original term and of any extensions thereof pay to Landlord on the last day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro-rated amount of the damages previously paid to Landlord, Landlord hereby agreeing to use reasonable efforts to minimize damages.

#### **19. USE AND OCCUPANCY**

The parties acknowledge that the present intended use of the Premises shall be a restaurant serving food and alcoholic beverages. However, the parties hereto covenant and agree that the Premises may be used for any lawful general business, office, retail or other purpose which is permitted pursuant to the Town of Needham Zoning By-Law, provided any such use receives and is conducted in accordance with all required permits and approvals under applicable Federal, state and municipal laws and regulations, including, without limitation, the Town of Needham Zoning By-Laws.

#### **20. SIGNS**

Tenant shall have the right to install, maintain and replace, at its own cost and expense, such signs on the Premises as it determines to be necessary and appropriate, provided the same shall be in compliance with all laws, orders, rules and regulations of all governmental authorities having jurisdiction thereof, including, without limitation, the Town of Needham Sign By-Law.

50 

## **21. WAIVER**

One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by either party requiring the other party's consent or approval to or of any similar subsequent act. The failure of either party to seek redress for violation of or to insist upon strict performance of, any term, covenant or condition in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

## **22. LANDLORD'S INTEREST**

Landlord reserves the right to assign or transfer any and all of its rights, title and interest under this Lease, including but not limited to the benefit of all covenants of the Tenant hereunder. In connection with the foregoing, it is specifically understood and agreed that the obligations imposed upon Landlord hereunder shall be binding upon Landlord and Landlord's successors in interest.

## **23. TENANT'S INDEMNIFICATION**

Tenant agrees to indemnify, defend and forever hold free and harmless Landlord, from and against any and all claims, disputes, litigations, and damages (including but not limited to personal / bodily injury, wrongful death, property damage and reasonable attorneys' fees and costs) arising from and/or related to any action, conduct or omission of Tenant, its agents, servants, employees and contractors in carrying out, performing and/or non-performing any obligation, term, condition or responsibility under this Lease and/or in operating Tenant's restaurant.

## **24. PURE NET LEASE**

It is understood and agreed that Tenant, during the term hereof, is to do all things and make all payments connected with the Premises or arising out of any occupation of the Premises or any part thereof or its appurtenances, except as otherwise expressly provided in this Lease, and under no condition or contingency is Landlord to be called upon to do or perform any act or action or be subject to any liability or responsibility or to make any payments with respect to the Premises or any part thereof, except as otherwise expressly provided in this Lease, all so that this Lease shall yield net to Landlord the rent specified in this Lease, except as otherwise expressly provided in this Lease.

The Landlord shall pay for all utility bills for usage beginning February 10, 2015 and ending June 30, 2015. As of July 1, 2015 which begins the first quarter of fiscal year 2016 the Tenant shall reimburse the Landlord upon presentation of proof of payment for said utility bills which include electricity, water, sewer and natural gas.

## **25. ADDITIONAL CONSIDERATION**

Landlord agrees to pay to Tenant the sum of \$50,000 to assist Tenant in carrying out the terms and obligations of this Lease and to accommodate the restaurant use of the Premises. These monies shall not be paid until either the Rent Commencement Date or as otherwise mutually agreed to between the Parties but in any event no later than the Rent Commencement Date..

## **26. TENANT'S PERSONAL GUARANTY**

King (Raymond) So understands, acknowledges and agrees he is a personal guarantor of all of the terms, conditions, and obligations under this Lease, including but not limited to, the payment of all Rent and Additional Rent. See Exhibit D attached hereto and incorporated herein by reference which shall be signed contemporaneously with the execution of this Lease.

## **27. FORCE MAJEURE**

Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes (excluding such labor strikes by Tenant's agents, servants and employees), and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's intentional conduct or failure to perform its obligations under this Lease.

## **28. GOVERNING LAW, INTERPRETATION AND FORUM**

This Lease is entered into in the Commonwealth of Massachusetts and shall be construed, governed and conformed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws provision. Should any provision of this Lease be declared invalid, illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Lease in full force and effect. Any claim, dispute, litigation or complaint relating to and/or arising from this Lease shall be brought in a Massachusetts Court of competent jurisdiction.

## **29. AMENDMENT**

This Lease may not be modified, altered or changed except upon the express joint written consent of both Parties wherein specific reference is made to this Lease.

So



30. **RECORDING** This Lease shall not be recorded, but the parties shall execute a notice of lease which shall be recorded.

31. **NOTICES**

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless in writing and sent by United States registered or certified mail, return receipt requested, directed, if to Tenant to the following address, or such other address as Tenant may designate in writing from time to time:

New Garden, Inc.  
Raymond So, President  
40 Chestnut Place  
Needham, MA 02492

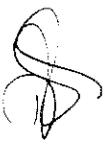
and if to Landlord at the following address, or such other address as Landlord may designate in writing, from time to time:

Douglas G. Salamone  
One Shepard Lane  
Medfield, MA 02052

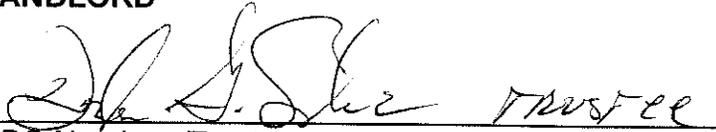
32. **CONTINGENCIES**

Tenant's obligations hereunder are subject to the contingencies as set forth in paragraph 2 of a certain Letter of Understanding dated August 26, 2013. Landlord acknowledges that the Tenant has completed a significant amount of the build out to the Property readying same for its intended purpose and will allow the Tenant to continue its build out and occupancy while Tenant pursues its permits and licenses.

**IN WITNESS WHEREOF**, having been afforded the opportunity for legal counsel to fully review and explain the above terms and conditions (at each Parties' respective sole cost and expense), being of sound mind, legal age, and under no duress or other hardship, the Parties hereto knowingly and voluntarily sign this Lease Settlement Agreement and General Release as of the date set forth above in paragraph one:

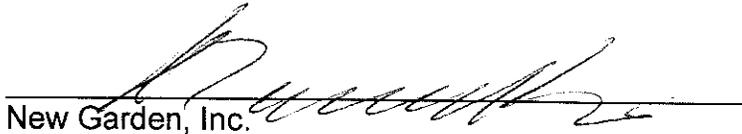
So 

**LANDLORD**



SDS Nominee Trust,  
by Douglas G. Salamone, Trustee

**TENANT**



New Garden, Inc.  
by its President and Treasurer King (Raymond) So

**EXHIBIT A**

**PREMISES DESCRIPTION**

The premises consist of one parcel of land situated in Needham, Norfolk County, Massachusetts, as follows:

40 Chestnut Place, meaning and intending to contain all of the land and buildings set forth as Parcel III in deeds recorded in Norfolk County Registry of Deeds in Book 20377, Page 220; Book 32985, Page 576; 32985, Page 582 and Book 32985, Page 590.

So

So

**EXHIBIT B**

**RENT PAYMENTS**

The annual rent for the first Five (5) years of the original term of this Lease due from Tenant to Landlord shall be as follows, payable in advance in equal monthly installments on the first day of each month: Note that the actual rent obligations begin on March 1, 2015 as the Landlord is waiving the obligations for the first two months.

Year	Rental Period	Total Annual Amount	Monthly Installment Amount
1	_____	\$54,168.00	
2.	_____	\$65,000.00	
The rent for the first four (4) months of this lease, after the first two waived months, shall be deferred and combined with and averaged into the succeeding eighteen (18) months of this lease comprising the first two years of this lease. Thus the Rent for months seven (7) through twenty four (24) shall be \$6,620.00 monthly			
3	_____	\$65,000.00	\$5,416.00
4	_____	\$65,000.00	\$5,416.00
5	_____	\$65,000.00	\$5,416.00

If the first extension period is optioned by tenant, tenant agrees to the following schedule of rents:

Year	Rental Period	Total Annual Rent	Monthly Installment
6	_____	\$71,000.00	\$5,916.00
7	_____	\$71,000.00	\$5,916.00
8	_____	\$71,000.00	\$5,916.00
9	_____	\$71,000.00	\$5,916.00
10	_____	\$71,000.00	\$5,916.00

Any subsequent extensions which are optioned by tenant, the annual rent shall be computed and determined as follows, payable in advance in equal monthly payments on the first day of each month:

Years 11-20 shall be the prior years' rent increased by 3% or one half of the prior year's annual CPI, whichever is greater, but in no event shall any annual increase exceed 5% of the previous year's rent. Notwithstanding the foregoing, so long as (King) Raymond So or any of his issue and/or siblings own a majority interest in any entity that operates the premises as a restaurant, the maximum annual increase during any of these years will be 3%.

So



For the purposes of this lease, the term CPI shall mean changes in the Consumer Price Index for Urban Wage earners and Clerical workers, U.S. City average as published by the Bureau of Labor Statistics of the United States department of Labor (the "Price Index") in the same proportion as the Price Index as last reported prior to the immediately preceding anniversary of the first day of the rental period. If the price index is no longer available, a reliable governmental or nonpartisan publication evaluating the information therefore used in determining the Price Index shall be used.

### EXHIBIT C

#### **CONDITIONAL AND LIMITED RIGHT OF FIRST REFUSAL**

Limited by the exception stated below, during the Term of this Lease, and any Extension Period(s) that may be properly and timely exercised, and providing Tenant is then in "good standing" and in compliance with all of the terms, conditions and obligations under said Lease, Tenant and King (Raymond) So, and their heirs successors and assigns alone, so long as said heir, successor and/or assign holds a majority interest in the Tenant, shall have the sole and non-assignable right of first refusal with respect to the sale of the demised Premises, including the buildings and improvements thereon; and to that end, Landlord / Owner of said Premises shall not sell or convey the same to any Buyer other than one that is comprised, in whole or by the majority interest in part, by any Beneficiary of the SDS Nominee Trust, their heirs, successors or assigns, unless:

1. Landlord / Owner has received a written bonafide Offer to Purchase the same;
2. Landlord / Owner has given Tenant and King (Raymond) So, or said heir, successor and/or assign aforementioned, written notice stating the name and address of the Offeror and the terms and conditions of said Offer and the encumbrances subject to which the Premises is to be conveyed, and also containing an offer by Landlord / Owner to sell the same to Tenant and King (Raymond) So, or said heir, successor and/or assign aforementioned, on the same terms and conditions as said bonafide Offer to Purchase; and,
3. Tenant and King (Raymond) So, or said heir, successor and/or assign aforementioned, shall not, within ten (10) days after the giving of such notice, have given Landlord / Owner written notice that Tenant and King (Raymond) So, or said heir, successor and/or assign aforementioned, elects to purchase the same in accordance with said offer.

In the event Tenant and King (Raymond) So, or said heir, successor and/or assign aforementioned, shall so elect to purchase the Premises, the same shall be conveyed by a good and sufficient Quitclaim Deed conveying a good and clear record and marketable title thereto, free from all encumbrances except as stated in said written

50

bonafide Offer to Purchase and subsequently executed mutually agreed upon Purchase and Sale Agreement, and such Deed shall be delivered and the full consideration paid in certified funds at the Norfolk County Registry of Deeds at 11:00 a.m., on the sixtieth (60<sup>th</sup>) day after the date Tenant and King (Raymond) So, or said heir, successor and/or assign aforementioned, gave such notice of its election to purchase or such later time as set forth in the bonafide Offer to Purchase.

In the event Tenant and King (Raymond) So, or said heir, successor and/or assign aforementioned, shall not give such notice of election to purchase within the ten (10) days above specified, or in the event Tenant and King (Raymond) So, or said heir, successor and/or assign aforementioned, shall, after giving such notice, fail to complete such purchase as herein above provided, then Landlord / Owner shall be free thereafter to sell and convey the Premises to the Offeror named in Landlord / Owner's notice at a price not lower than that specified therein, but Landlord / Owner shall not sell or convey the Premises to any other person or at any lower price without again offering the same to Tenant and King (Raymond) So, or said heir, successor and/or assign aforementioned. If Tenant and King (Raymond) So, or said heir, successor and/or assign aforementioned, does not give such notice of election to purchase within the ten (10) days above specified, or in the event Tenant and King (Raymond) So, or said heir, successor and/or assign aforementioned, after having been given such notice, failed to complete such purchase as herein above provided, Landlord / Owner may request, and Tenant and King (Raymond) So, or said heir, successor and/or assign aforementioned, must execute, a document confirming Tenant's and King (Raymond) So, or said heir, successor and/or assign aforementioned, waiver / inaction with respect to this Conditional and Limited Right of First Refusal, which document shall be made available to the Offeror.

If the Landlord or its heirs, successors or assigns shall sell the property to other than the Tenant or King (Raymond) So, or said heir, successor and/or assign aforementioned, within the first seven (7) years of this lease and the property is subsequently offered for sale during the term of this lease or any extended period then the Tenant and King (Raymond) So, or said heir, successor and/or assign aforementioned, shall be entitled to an additional Right of First Refusal as herein set forth.

So

## Exhibit D: Personal Guarantee

Landlord: Douglas G. Salamone, Trustee  
of the SDS Nominee Trust

Tenant: New Garden, Inc.

Guarantor: King (Raymond) So

Leased Premises: 40 Chestnut Place, Needham, Ma. 02492

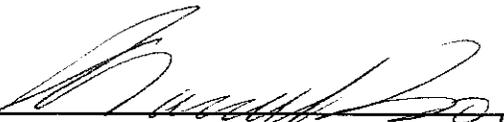
•This EXHIBIT TO LEASE is incorporated into and made part of the Lease executed by and between SDS Nominee Trust(Landlord), and the New Garden, Inc. (Tenant) and King(Raymond) So(Guarantor) for the Leased Premises located at 40 Chestnut Place, Needham, Ma. 02492.

•In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged the parties named above agree that:

1. Guarantor personally guarantees the payment to Landlord of all rents, charges, fees and any and all other costs and expenses owed to Landlord under the Lease. This includes all costs to Landlord, including reasonable attorney's fees, pertaining to the enforcement of Tenant's obligations under the Lease as well as Guarantors obligations under this Guaranty.
2. Guarantor personally guarantees the performance of all the requirements, terms, conditions, and obligations under the lease.
3. Any failure of Landlord to enforce any provision of the Lease or any part of this guarantee shall not be deemed a waiver of all rights granted to Landlord herein or under the Lease.
4. Landlord retains the right to selectively and simultaneously enforce provisions of the Lease and this Guarantee. Landlord's failure to fully exhaust all remedies due under the Lease shall not preclude enforcement of this Guarantee. Guarantor acknowledges he shall be obligated to Landlord irrespective of Landlord's potential alternate remedies under the Lease.
5. Guarantor understands and acknowledges that this Guarantee is a condition precedent to the execution of the Lease and that Landlord agrees to enter into the Lease because of Guarantor's obligations and agreements stated herein.
6. This Guarantee shall not be released, modified or affected by any assignment of the Lease, even if such an assignment is conducted outside of the Lease or by court order.
7. If any part of this Guarantee is found to be unenforceable, it shall not affect the remainder of Guarantor's obligations set forth herein.

8. If at any time during the first seven (7) years of this lease, the obligations of this Personal Guarantee are triggered by Tenant's (New Garden, Inc.) inability and or failure to perform all of the requirements, terms, conditions and obligations of this Lease, then Guarantor, King (Raymond) So, shall be responsible as aforesaid for not more than the equivalent of twenty-four (24) months of financial obligations under the lease, otherwise this personal guarantee shall terminate after the first seven (7) years of this lease and be of no force and effect thereafter.

9. This agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts. Any dispute shall be brought in a court of competent jurisdiction in the Commonwealth of Massachusetts.

Guarantor's Signature  Date 3/30/15  
King (Raymond) So

Landlord's Signature  Date 3/30/15  
Douglas G. Salamone, Trustee  
of the SDS Nominee Trust

50



TOWN OF NEEDHAM

PLANNING AND COMMUNITY  
DEVELOPMENT DEPARTMENT

RECEIVED TOWN CLERK  
NEEDHAM, MA 02492

2014 AUG -8 PM 4:36

500 Dedham Ave  
Needham, MA 02492  
781-455-7500

PLANNING

**DECISION**  
**MAJOR PROJECT SITE PLAN SPECIAL PERMIT**  
August 6, 2014

**New Garden, Inc.**  
**40 Chestnut Place, Needham, Massachusetts**  
**Application No. 2014-06**

Decision of the Planning Board (hereinafter referred to as the Board) on the petition of, New Garden, Inc., 250 Chestnut Street, Needham, MA, (hereinafter referred to as the Petitioner) for property located at 40 Chestnut Place, Needham, Massachusetts. Said property is shown on Needham Town Assessors Plan, No. 46 as Parcel 41 containing 24,052 square feet.

This Decision is in response to an application submitted to the Board on May 30, 2014, by the Petitioner for: (1) a Major Project Site Plan Special Permit under Section 7.4 of the Needham Zoning By-Law (hereinafter the By-Law); (2) a Special Permit under Section 3.2.2 of the By-Law for a restaurant serving meals for consumption on the premises and at tables with service provided by waitress or waiter in the Chestnut Street Business District; (3) a Special Permit under Section 3.2.2 of the By-Law for a take-out operation accessory to a restaurant use; (4) a Special Permit under Section 1.4.6 of the By-Law for the alteration of a lawful pre-existing non-conforming use and/or structure; and (5) a Special Permit under Section 5.1.1.5 of the By-Law to waive strict adherence with the requirements of Section 5.1.2 (Required Parking) and Section 5.1.3 (Off-Street Parking Requirements).

The requested Site Plan Special Permit would, if granted, permit the Petitioner to operate a 138 seat restaurant in an approximately 4,500 square foot single story building with accessory take out. Accordingly, the Petitioner seeks the zoning relief that is necessary to renovate the single story 4,500 square foot building to make same suitable for use as a full service, eat-in restaurant with waiter and waitress service, with 138 total seats. A take-out operation accessory to the restaurant use is proposed. Additionally, in connection therewith the Petitioner is proposing modifications to the front, side and rear facades of the building, a walk-in refrigerator and freezer on the west side of the building, a vestibule at the front (north) side of the building, as well as landscaping and striping of the parking lot. Petitioner also seeks to construct a 504 square foot mezzanine to be used for accessory restaurant storage, employee lockers and an office.

After causing notice of the time and place of the public hearing and of the subject matter thereof to be published, posted and mailed to the Petitioner, abutters and other parties in interest as required by law, the hearing was called to order by the Chairman, Martin Jacobs, on Tuesday, June 24, 2014 at 7:30 p.m. in the Charles River Room of the Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts. Board members Martin Jacobs, Bruce T. Eisenhut, Sam Bass Warner and Elizabeth J. Grimes were present throughout the June 24, 2014 proceedings. The June 24, 2014 hearing was continued to July 8, 2014 at 8:00 p.m., in the Selectmen's Chambers, Needham Town Hall, 1471 Highland Avenue, Needham, Massachusetts.

No testimony was taken at the July 8, 2014 hearing. The July 8, 2014 hearing was continued to August 6, 2014 at 8:00 p.m., in the Charles River Room, First Floor, Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts. Board members Martin Jacobs, Jeanne S. McKnight, Bruce T. Eisenhut, Sam Bass Warner and Elizabeth J. Grimes were present throughout the August 6, 2014 proceedings. Pursuant to Massachusetts General Laws Chapter 39, Section 23D, Adjudicatory Hearing, adopted by the Town of Needham in May of 2009, Jeanne S. McKnight examined all evidence received at the missed session and listened to an audio recording of the June 24, 2014 meeting. The record of the proceedings and submissions upon which this approval is based may be referred to in the office of the Town Clerk or the office of the Board.

Submitted for the Board's deliberation prior to the close of the public hearing were the following exhibits:

- Exhibit 1** Properly executed application for a Major Project Site Plan Review Special Permit under Section 7.4 of the By-law, for a Special Permit under Section 3.2.2 of the By-Law for a restaurant serving meals for consumption on the premises and at tables with service provided by waitress or waiter in the Chestnut Street Business District, for a Special Permit under Section 3.2.2 of the By-Law for a take-out operation accessory to a restaurant use, for a Special Permit under Section 1.4.6 of the By-Law for the alteration of a lawful pre-existing non-conforming use and/or structure, and for a Special Permit under Section 5.1.1.5 of the By-Law to waive strict adherence with the requirements of Section 5.1.2 (Required Parking) and Section 5.1.3 (Off-Street Parking Requirements), said application dated May 30, 2014.
- Exhibit 2** Two letters from Attorney Lawrence L. Blacker to the Needham Planning Board dated May 19, 2014 and May 23, 2014.
- Exhibit 3** Parking Assessment prepared by Vanasse Hangen Brustlin, Inc., 101 Walnut Street, PO Box 9151, Watertown MA, 02471, dated March 21, 2014, revised May 8, 2014.
- Exhibit 4** Copy of Assessor's Plan showing site.
- Exhibit 5** Plot Plan prepared by George Collins, Land Surveyor, dated May 22, 2104.
- Exhibit 6** Plan entitled "New Garden Restaurant, 40 Chestnut Place, Needham, MA" prepared by Stefanov Architects, 516 East Second Street, No. 32, South Boston, MA 02127, consisting of 5 sheets: Sheet 1, Sheet C1, entitled "Landscape and Zoning," dated May 22, 2014; Sheet 2, Sheet EL-1, entitled "Exterior Lighting Plan," dated May 22, 2014; Sheet 3, Sheet A1.01, entitled "Proposed Plan," dated May 22, 2014; Sheet 4, Sheet A2.01, entitled "New Exterior Elevations," dated May 22, 2014; Sheet 5, Sheet A2.02, entitled "New Exterior Elevations," dated May 22, 2014.
- Exhibit 7** Plan entitled "New Garden Restaurant, 40 Chestnut Place, Needham, MA" prepared by Stefanov Architects, 516 East Second Street, No. 32, South Boston, MA 02127 and Boston Survey, Unit C-4, Shipways Place, Charlestown, MA 02129; Sheet C-2, entitled "Survey Parking and Zoning," dated May 29, 2014.

- Exhibit 8** Plan entitled "New Garden Restaurant, 40 Chestnut Place, Needham, MA" prepared by Stefanov Architects, 516 East Second Street, No. 32, South Boston, MA 02127, consisting of 7 sheets: Sheet 1, Sheet C1, entitled "Survey Parking and Zoning," dated May 30, 2014; Sheet 2, Sheet C2, entitled "Landscape and Zoning," dated May 30, 2014; Sheet 3, Sheet EL-1, entitled "Exterior Lighting Plan," dated May 30, 2014; Sheet 4, Sheet A1.01, entitled "Proposed Plan," dated May 30, 2014; Sheet 5, Sheet A2.01, entitled "New Exterior Elevations," dated May 30, 2014; Sheet 6, Sheet A2.02, entitled "New Exterior Elevations," dated May 30, 2014; and Sheet 7, R-1, Exterior Rendering, dated May 30, 2014.
- Exhibit 9** "Infiltration Calcs" prepared by Neponset Valley Survey Associates, Inc., 95 White Street, Quincy MA, 02169, dated June 30, 2014.
- Exhibit 10** Plan entitled "New Garden Restaurant, 40 Chestnut Place in Needham, MA" prepared by Stefanov Architects, 516 East Second Street, No. 32, South Boston, MA 02127, Sheet C1, entitled "Landscape Plan," dated June 30, 2014.
- Exhibit 11** Plan entitled "Site Plan of 40 Chestnut Place, Needham, MA" Neponset Valley Survey Associates, Inc., 95 White Street, Quincy MA, 02169, dated June 30, 2014.
- Exhibit 12** Plan entitled "New Garden Restaurant, 40 Chestnut Place in Needham, MA" prepared by Foodservice Design, 229 Marginal Street, Chelsea, MA, 02150, Sheet FS-1, entitled "Food Service Equipment Preliminary Floor Plan," dated June 16, 2014.
- Exhibit 13** Plan entitled "New Garden Restaurant, 40 Chestnut Place in Needham, MA" prepared by Stefanov Architects, 516 East Second Street, No. 32, South Boston, MA 02127, Sheet C1, entitled "Landscape Plan," dated July 17, 2014.
- Exhibit 15** Plan entitled "Site Plan of 40 Chestnut Place, Needham, MA" prepared by Neponset Valley Survey Associates, Inc., 95 White Street, Quincy MA, 02169, dated June 30, 2014, received July 28, 2014.
- Exhibit 16** Plan entitled "New Garden Restaurant, 40 Chestnut Place, Needham, MA" prepared by Stefanov Architects, 516 East Second Street, No. 32, South Boston, MA 02127, consisting of 5 sheets: Sheet EL-1, entitled "Exterior Lighting Plan," dated May 30, 2014; Sheet A1.01, entitled "Proposed Plan," dated May 30, 2014; Sheet A1.02, entitled "Proposed 2<sup>nd</sup> floor plan," dated August 4, 2014; Sheet A2.01, entitled "New Exterior Elevations," dated May 30, 2014; Sheet A2.02, entitled "New Exterior Elevations," dated May 30, 2014; Sheet A3.01, entitled "New Building Sections," dated August 4, 2014; Sheet R-1, Exterior Rendering, dated May 30, 2014.
- Exhibit 17** Design Review Board Approved Plans, stamped by Design Review Board on June 16, 2014.
- Exhibit 18** Two letters from Attorney Lawrence L. Blacker to Anthony Del Gaizo, both dated July 10, 2014, one with attached proposed education material and storm drain medallions.

- Exhibit 19** Letter from Attorney Lawrence L. Blacker to the Needham Planning Board, dated August 6, 2014.
- Exhibit 20** Interdepartmental Communication (IDC) to the Board from Anthony L. Dei Gaizo, Assistant Director, Department of Public Works, dated June 24, 2014, July 3, 2014 and August 4, 2014; IDC to the Board from Tara Gurge, Health Department, dated June 11, 2014, July 3, 2014 and August 5, 2014; IDC to the Board from Lt. John H. Kraemer, Needham Police Department, dated June 16, 2014; and IDC to the Board from Chief Paul Buckley, Needham Fire Department, dated June 20, 2014.

Exhibits 5, 9, 12, 13, 15 and 16 are referred to hereinafter as the Plan.

### FINDING AND CONCLUSIONS

- 1.1 The subject property is located at 40 Chestnut Place, Needham, Massachusetts, and is shown on Town of Needham Assessor's Map No. 46 as Parcel 41 containing 24,052 square feet of land. The property is located in the Chestnut Street Business Zoning District.
- 1.2 The premises were last used for an indoor baseball training facility. The building consists of approximately 4,500 square feet (90 X 50) of space on the first floor.
- 1.3 The Petitioner seeks the zoning relief that is necessary to renovate the single story 4,500 square foot building to make same suitable for use as a full service, eat-in restaurant with waiter and waitress service, with 138 total seats. A take-out operation accessory to the restaurant use is proposed. Additionally, in connection therewith the Petitioner is proposing modifications to the front, side and rear facades of the building, a walk-in refrigerator and freezer on the west side of the building, a vestibule at the front (north) side of the building, as well as landscaping and striping of the parking lot. Petitioner also seeks to construct a 504 square foot mezzanine to be used for accessory restaurant storage, employee lockers and an office.
- 1.4 The Petitioner currently operates a 106 seat New Garden Chinese Restaurant from facilities at 250 Chestnut Street. The current restaurant provides waiter and waitress service, take-out service and sells alcohol on the premises.
- 1.5 The Petitioner proposes to operate the restaurant with accessory take-out capability seven (7) days a week, between 11:30 a.m. and midnight. Expected peak hours of operation are during the dinner period.
- 1.6 The Petitioner proposes to utilize the services of no more than seven (7) employees at any one time during the lunch period of 11:30 a.m. to 2:00 p.m. At all other times, the Petitioner proposes to utilize the services of no more than fifteen (15) employees at any one time. The Petitioner proposes to carpool ten (10) employees to the site with a company owned van.
- 1.7 The Petitioner has requested a Special Permit pursuant to Section 5.1.1.5 of the By-Law to waive strict adherence to the requirements of Section 5.1.2 (number of parking spaces) Required Parking. Under the By-Law, the parking requirement for a 138-seat restaurant with accessory take-out, is 56 parking spaces (1 parking space per 3 seats, plus 10 for

take-out). The parking area on the subject property when striped will comprise 32 parking spaces, two of which are handicapped accessible. Accordingly, a waiver of 26 parking spaces is required. The Parking Assessment prepared by Vanasse Hangen Brustlin, Inc., dated March 21, 2014, revised May 8, 2014 (See Exhibit 3), reflects that the project parking demand is 25 spaces.

- 1.8 Section 5.1.3 of the By-Law requires that the layout of all parking areas conform to the parking design requirements enumerated in Section 5.1.3. The Petitioner has requested a Special Permit, pursuant to Section 5.1.1.5 of the By-Law, to waive strict adherence to the requirements of Section 5.1.3 of the Zoning By-Law, Subsection 5.1.3(j) - Parking Setbacks. As it relates to the 7 perpendicular parking spaces shown along Clyde Street, the applicant seeks a waiver of the requirement that parking spaces be at least 10 feet from the front lot line or street right of way line. These 7 spaces are designated as compact car spaces and are 7.5 feet from the lot line, rather than the 10 feet that the By-Law requires.
- 1.9 The Petitioner has requested a Special Permit pursuant to Section 1.4.6 of the By-Law for the alteration of a lawful pre-existing non-conforming use and/or structure. Specifically, the only non-conformity on the lot is the landscape buffer adjacent to the MBTA right of way. Section 4.4.8.2 requires that this buffer be 10 feet; however, the existing landscape buffer is 2-3 feet. The Petitioner proposes to add plantings to the buffer, increasing the buffer to 4 to 5 feet, thereby decreasing the non-conformity.
- 1.10 As indicated in the Zoning Table shown on the C-2 Plan, the lot conforms to zoning requirements as to area and frontage for the Chestnut Street Business Zoning District and the building complies with all applicable as of right dimensional and density requirements of the Chestnut Street Business Zoning District namely, front, side and rear setback, and maximum floor area ratio.
- 1.11 The Petitioner appeared before the Design Review Board on June 16, 2014, and obtained approval for the project.
- 1.12 The site is appropriate for the use and the structure. The site is located near heavily traveled Chestnut Street in close proximity to other commercial uses. It is buffered from residences by the MBTA tracks and has a dedicated parking lot.
- 1.13 Adjoining premises will be protected against seriously detrimental uses on the site by provision of surface water drainage, sound and sight buffers and preservation of views, light and air. No change to the footprint of the building is proposed, with the exception of a proposed walk-in refrigerator and freezer and entrance vestibule. The existing property is mostly paved and the new project does not contemplate adding any additional impervious surface, and in fact adds landscaped areas. Roof drainage is being redirected to a recharge chamber at the rear of the property. The infrastructure for the building is already in existence. The proposed changes to the exterior elevations will serve to enhance the appearance of the building and the pedestrian feel of that end of the block.
- 1.14 The proposed project will ensure the convenience and safety of vehicular and pedestrian movement within the site and on adjacent streets. The proposed renovations will not adversely affect the existing traffic flow in the area. Chestnut Place is a dead-end street, terminating at the MBTA right of way. The premises are located at the end of the dead-end street, close to Chestnut Street, so parking maneuvering will not hinder the flow of

traffic on the main street. Additionally, the Petitioner has agreed to dedicate three parking spaces in the front parking lot and three parking spaces in the side parking lot for short-term parking to facilitate take-out traffic, thus mitigating any concern that customers might double-park to pick up orders. Walkways for pedestrians are provided as well as two handicapped parking spaces.

- 1.15 Adequate methods for disposal of refuse and waste will be provided. The property's waste system is connected to the municipal sanitary sewer system. Two dumpsters will be located as shown on the plan and will be emptied at regular and appropriate intervals. The dumpsters will be screened. A 2,500 gallon grease trap will be installed to capture any excess grease generated by the restaurant operation. All waste and refuse will be disposed of in a timely fashion and in conformance with all applicable Federal, state and local regulations.
- 1.16 Relationship of structures and open spaces to the natural landscape, existing buildings and other community assets in the area in compliance with other requirements of the By-law will be met as the site is presently fully developed and the footprint of the building will not change with the exception of a proposed walk in refrigerator and freezer and entrance vestibule. The current site has overgrown bushes and weeds. The proposed project includes landscaping and will enhance the look of the area. The proposed renovations will also improve the façade of the building. The "moving" of New Garden Restaurant from its existing location with very little on-site parking to the new location with 32 on-site parking spaces will provide a benefit to the community.
- 1.17 Mitigation of adverse impacts on the Town's resources including the effect on the Town's water supply and distribution system, sewer collection and treatment, fire protection, and streets will be met as there will be no adverse impact on the Town's resources. This project is limited to the reuse of an existing building.
- 1.18 Convenience and safety of vehicular and pedestrian movement within the site and on adjacent streets, the location of driveway openings in relation to traffic or to adjacent streets, and, when necessary, compliance with other regulations for the handicapped, minors, and the elderly has been assured. The anticipated traffic generation resulting from the facility will not have an adverse effect on the present traffic flow in the area.
- 1.19 The arrangement of parking and loading spaces in relation to the proposed uses of the premises is adequate.
- 1.20 Under Section 7.4 of the By-Law, a Major Project Site Plan Special Permit may be granted within the Chestnut Street Business District provided the Board finds that the proposed development will be in compliance with the goals and objectives of the Master Plan, the Town of Needham Design Guidelines for the Business Districts, and the provisions of the By-Law. On the basis of the above findings and conclusions, the Board finds the proposed development Plan, as conditioned and limited herein for the site plan review, to be in harmony with the purposes and intent of the By-Law and Town Master plans, to comply with all applicable By-Law requirements, to have minimized adverse impact, and to have promoted a development which is harmonious with the surrounding area.
- 1.21 Under Section 3.2.2 of the By-Law, a Special Permit may be granted to allow a Special Permit for a restaurant serving meals for consumption on the premises and at tables with

service provided by waitress or waiter in the Chestnut Street Business District, provided the Board finds that the proposed use is in harmony with the general purposes and intent of the By-Law. On the basis of the above findings and conclusions, the Board finds the proposed development Plan, as conditioned and limited herein, to be in harmony with the general purposes and intent of the By-Law and to comply with all applicable By-Law requirements.

- 1.22 Under Section 3.2.2 of the By-Law, a Special Permit may be granted to allow a Special Permit for an accessory take-out use incidental to a lawful restaurant principle use in the Chestnut Street Business District, provided the Board finds that the proposed use is in harmony with the general purposes and intent of the By-Law. On the basis of the above findings and conclusions, the Board finds the proposed development Plan, as conditioned and limited herein, to be in harmony with the general purposes and intent of the By-Law and to comply with all applicable By-Law requirements.
- 1.23 Under Section 1.4.6 of the By-Law, a lawful pre-existing nonconforming use, structure or building may be altered only pursuant to a special permit issued by the Board pursuant to Section 7.5.2 provided that the Board determines such alteration would not be substantially more detrimental to the neighborhood than the existing non-conforming use, building or structure. On the basis of the above findings and criteria, the Board finds that the proposed alteration, as conditioned and limited herein, to be in harmony with the purposes and intent of the By-Law, to comply with all applicable By-Law requirements, and to not increase the existing non-conforming structure nor to be more detrimental to the neighborhood than the existing non-conforming structure.
- 1.24 Under Section 5.1.1.5 of the By-Law, a Special Permit to waive strict adherence with the requirements of Section 5.1.2 (Required Parking) and Section 5.1.3 of the By-Law (Off-Street Parking Requirements) may be granted provided the Board finds that owing to special circumstances, the particular use, structure or lot does not warrant the application of certain design requirements, but that a reduction in the number of spaces and certain design requirements is warranted. On the basis of the above findings and conclusions, the Board finds that there are special circumstances for a reduction in the number of required parking spaces and design requirements, as conditioned and limited herein, which will also be consistent with the intent of the By-Law and which will not increase the detriment to the Town's and neighborhoods inherent use.

THEREFORE, the Board voted 5-0 to GRANT: (1) the requested Major Project Site Plan Special Permit under Section 7.4 of the Needham Zoning By-Law; (2) the requested Special Permit under Section 3.2.2 of the By-Law for a restaurant serving meals for consumption on premises and at tables with service provided by waitress or waiter in the Chestnut Street Business District; (3) the requested Special Permit under Section 3.2.2 of the By-Law for a take-out operation accessory to the restaurant use; (4) the requested Special Permit under Section 1.4.6 of the By-Law for the change and extension of a lawful pre-existing, non-conforming building or use; and, (5) the requested Special Permit under Section 5.1.1.5 of the By-Law to waive strict adherence with the off-street parking requirements of Sections 5.1.2 and 5.1.3; subject to and with the benefit of the following Plan modifications, conditions and limitations.

#### PLAN MODIFICATIONS

Prior to the issuance of a building permit or the start of any construction on the site, the Petitioner shall cause the Plan to be revised to show the following additional, corrected, or modified

information. The Building Inspector shall not issue any building permit nor shall he permit any construction activity on the site to begin on the site until and unless he finds that the Plan is revised to include the following additional, corrected, or modified information. Except where otherwise provided, all such information shall be subject to the approval of the Building Inspector. Where approvals are required from persons other than the Building Inspector, the Petitioner shall be responsible for providing a written copy of such approvals to the Building Inspector before the Inspector shall issue any building permit or permit for any construction on the site. The Petitioner shall submit nine copies of the final Plans as approved for construction by the Building Inspector to the Board prior to the issuance of a Building Permit.

- 2.1 The Plans shall be modified to include the requirements and recommendations of the Board as set forth below. The modified plans shall be submitted to the Board for approval and endorsement. All requirements and recommendations of the Board, set forth below, shall be met by the Petitioner.
- a) The Plan (landscape plan Sheet C-1) shall be revised to show the 3 parking spaces in the front parking lot dedicated to take-out parking rededicated to general use.
  - b) The Plan (site plan) shall be revised to show 3 parking spaces on the side parking lot at Clyde Street dedicated to take-out parking consistent with the representation on the revised landscape plan (Sheet C-1). Signage shall be provided to implement the use restriction.
  - c) The Plan (site plan) shall be revised to show a sidewalk along the westerly property boundary consistent with the representation on the landscape plan (Sheet C-1).
  - d) The Plan (site plan) shall be revised to include a zoning compliance table. The information shall include the Dimensional Requirement for Commercial District Table from the Survey Parking and Zoning Plan (Sheet C-2) as well as a compliance table pertaining to Section 5.1.3 requirements. Additionally the MBTA buffer requirement shall be revised to designate the requirement as nonconforming.
  - e) The plan (landscape plan, Sheet C-1) shall be revised to label the 3 unnumbered spaces at the rear of the property as 30, 31 and 32.
  - f) The Plan (site plan and landscape plan, Sheet C-1) shall be revised to show a bike rack.
  - g) The Plan (floor plan, Sheet A1.01 and food service floor plan, Sheet FS-1) shall be revised to show the square footage of the facility. Additionally, the plan shall be revised to show 138 seats. Presently the plan shows a total of 137 seats in 3 seating areas. In addition to the seating area totals a total seating number for the facility shall be designated.

#### CONDITIONS

- 3.0 The following conditions of this approval shall be strictly adhered to. Failure to adhere to these conditions or to comply with all applicable laws and permit conditions shall give the Board the rights and remedies set forth in Section 3.27 hereof.
- 3.1 The use of the subject property shall be that of a one hundred and thirty eight (138) seat full-service restaurant serving meals for consumption on the premises and at tables with service provided by waitress or waiter. The sale of food and beverages for take-out as an accessory to a full-service restaurant shall be permitted. Accessory restaurant storage, employee lockers and an office serving the restaurant use are permitted within the 504 square foot mezzanine.

- 3.2 The restaurant shall contain no more than 138 seats for on-site food consumption, and one take-out station.
- 3.3 The Petitioner may operate the restaurant with accessory take-out capability seven (7) days a week, between 11:30 a.m. and midnight.
- 3.4 The Petitioner may utilize the services of not more than seven (7) employees at any one time during the lunch period of 11:30 a.m. to 2:00 p.m. At all other times, the Petitioner may utilize the services of no more than fifteen (15) employees at any one time. The Petitioner shall utilize the company van to provide a carpool service for at least ten (10) of its employees to minimize parking demand at the site.
- 3.5 In order for the take-out service to run efficiently, the Petitioner shall provide three (3) dedicated parking spaces in the side parking lot at Clyde Street for short-term take-out parking as shown on the Plan, as modified by this Decision. Said take-out parking spaces shall be signed so as to designate the restricted use.
- 3.6 This Special Permit to operate the New Garden restaurant at 40 Chestnut Place is issued to New Garden, Inc., 250 Chestnut Street, Needham, MA 01742, prospective owner only, and may not be transferred, set over, or assigned by New Garden, Inc., to any other person or entity other than an affiliated entity in which the members of New Garden, Inc. have a controlling interest of greater than 50 percent, without the prior written approval of the Board following such notice and hearing, if any, as the Board, in its sole and exclusive discretion, shall deem due and sufficient. This special permit may not be transferred without the prior approval of the Planning Board, upon such notice and hearing as the Board in its discretion shall deem necessary or appropriate.
- 3.7 All cooking facilities shall be properly vented so as not to create any disturbing odors. The Petitioner shall install and maintain an emission control system to remove smoke and greasy odors from kitchen emission so that only clean air is exhausted in full compliance with federal and state requirements. There shall be provision for disposal of refuse that shall be removed on a timely basis.
- 3.8 The waiver of parking requirements granted by this Decision is contingent upon the premises being used as described in this Decision and in accordance with the representations of the Petitioner, which formed the basis of the findings of fact and other conditions stated herein.
- 3.9 The restaurant and take-out operation shall be located and constructed in accordance with the Plan, as modified by this Decision. Any changes, revisions or modifications to the Plan, as modified by this Decision, shall require approval by the Board.
- 3.10 The proposed restaurant shall contain the floor plan and dimensions and shall be located on that portion of the locus as shown on the Plan, as modified by this Decision, and in accordance with applicable dimension requirements of the By-Law. Minor movement of fixed equipment, interior partitions or seating is of no concern to the Board. Any changes, revisions or modifications other than changes deemed "minor movement" to the Plan, as modified by this Decision, shall require approval by the Board.
- 3.11 Thirty-two (32) parking spaces shall be provided at all times in accordance with the Plan, as modified by this decision to service the proposed restaurant. All off-street parking

shall comply with the requirements of Section 5.1.2 and 5.1.3 except that: (i) the minimum number of required parking spaces shall be reduced from 56 to 32; and (ii) Section 5.1.3 of the Zoning By-Law, Subsection (j) is hereby waived.

- 3.12 The Petitioner shall use due diligence and make reasonable efforts to prevent customers of the restaurant from parking illegally or from otherwise improperly disrupting the flow of traffic while patronizing the restaurant.
- 3.13 All required handicapped parking spaces shall be provided including above-grade signs at each space that include the international symbol of accessibility on a blue background with the words "Handicapped Parking Special Plate Required Unauthorized Vehicles May Be Removed At Owners Expense". The quantity & design of spaces, as well as the required signage, shall comply with the M.S.B.C. 521 CMR Architectural Access Board Regulation and the Town of Needham General By-Laws, both as may be amended from time to time.
- 3.14 All new utilities, including telephone and electrical service, shall be installed underground from the street line.
- 3.15 All trash receptacles shall be located at the rear of the property and shall be screened by fencing as shown on the Plan as modified by this Decision. Additional trash receptacles shall be provided if required and the area shall be kept free of litter from the New Garden Restaurant operation. The dumpster shall be emptied as needed, cleaned and maintained to meet Board of Health Standards.
- 3.16 All solid waste associated with this project shall be removed from the site by a private contractor. The trash dumpster pick-up shall occur only between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and between the hours of 9:00 a.m. and 1:00 p.m. Saturday, Sunday and Holidays. The trash shall be picked up no less than once per week, or more frequently as may reasonably be necessary to control accumulation.
- 3.17 Delivery shall occur only between the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday, not at all on Sundays and holidays.
- 3.18 The maintenance of site and parking lot landscaping shall be the responsibility of the Petitioner and the site and parking lot landscaping shall be maintained in good condition.
- 3.19 All lights for the New Garden Restaurant shall be shielded and adjusted during the evening hours to prevent any annoyance to the neighbors. The Petitioner shall adjust its parking lights during the night and early morning. Beginning between the hours of 11:00 p.m. and midnight, the Petitioner shall shut off the parking lot lights using the lights on the building to shine down and provide basic security.
- 3.20 All construction staging shall be on-site. No construction parking shall be on public streets. Construction parking shall be all on site or a combination of on-site and off-site parking at locations in which the Petitioner can make suitable arrangements. Construction staging plans shall be included in the final construction documents prior to the filing of a Building Permit and shall be subject to the review and approval of the Building Inspector.
- 3.21 The following interim safeguards shall be implemented during construction:

- a. The hours of construction shall be 7:00 a.m. to 8:00 p.m. Monday through Saturday.
  - b. The Petitioner's contractor shall provide temporary security chain-link or similar type fencing around the portions of the project site that require excavation or otherwise pose a danger to public safety.
  - c. The Petitioner's contractor shall designate a person who shall be responsible for the construction process. That person shall be identified to the Police Department, the Department of Public Works, the Building Inspector, and the abutters and shall be contacted if problems arise during the construction process. The designee shall also be responsible for assuring that truck traffic and the delivery of construction material does not interfere with or endanger traffic flow on Chestnut Street, Chestnut Place and Clyde Street or the adjacent roads.
  - d. The Petitioner shall take the appropriate steps to minimize, to the maximum extent feasible, dust generated by the construction including, but not limited to, requiring subcontractors to place covers over open trucks transporting construction debris and keeping Chestnut Street, Chestnut Place and Clyde Street clean of dirt and debris.
- 3.22 No building permit shall be issued in pursuance of the Special Permit and Site Plan Approval until:
- a. The final plans shall be in conformity with those previously approved by the Board, and a statement certifying such approval shall have been filed by this Board with the Building Inspector.
  - b. The Petitioner shall have recorded with the Norfolk County Registry of Deeds a certified copy of this Decision granting this Special Permit and Site Plan Approval with the appropriate reference to the book and page number of the recording of the Petitioner's title deed or notice endorsed thereon.
- 3.23 No building or structure, or portion thereof, subject to this Special Permit and Site Plan Approval shall be occupied until:
- a. There shall be filed with the Board an as-built site plan. Said plan shall be prepared by a registered land surveyor and shall include a certification that the required improvements were completed according to the approved documents.
  - b. There shall be filed with the Board an as-built elevation and floor plan, prepared by the architect of record certifying that the project was built according to the approved documents.
  - c. There shall be filed with the Building Inspector a statement by the Board acknowledging the reservation of six on-site parking spaces as 15-minute take-out spaces for New Garden Restaurant. Signage shall be provided to effectuate this requirement.
- 3.24 In addition to the provision of this approval, the Petitioner must comply with all requirements of all state, federal, and local boards, commissions or other agencies, including, but not limited to, the Building Inspector, Fire Department, Department of

Public Works, Conservation Commission, Police Department, Board of Selectmen and Board of Health.

- 3.25 The portion of the building or structures authorized by this permit shall not be occupied or used, and no activity except the construction activity authorized by this permit shall be conducted on site until a Certificate of Occupancy and Use has been issued by the Building Inspector.
- 3.26 The Petitioner, by accepting this permit Decision, warrants that the Petitioner has included all relevant documentation, reports, and information available to the Petitioner in the application submitted, and that this information is true and valid to the best of the Petitioner's knowledge.
- 3.27 Violation of any of the conditions of this Special Permit shall be grounds for revocation of this Special Permit, or of any building permit granted hereunder. In the case of violation of the continuing obligations of this permit, the Town will notify the Petitioner of such violation and give the owner reasonable time, not to exceed thirty (30) days, to cure the violation. If, at the end of said thirty (30) day period, the Petitioner has not cured the violation, or in the case of violations requiring more than thirty (30) days to cure, has not commenced the cure and prosecuted the cure continuously, the permit granting authority may, after notice to the Petitioner of the property, conduct a hearing in order to determine whether the failure to abide by the conditions contained herein should result in revocation of the Special Permit. As an alternative, the Town may enforce compliance with the conditions of this permit by an action for injunctive relief before any court of competent jurisdiction. The Petitioner agrees to reimburse the Town for its reasonable costs including attorney fees in connection with the enforcement of the conditions of this permit.

#### LIMITATIONS

- 4.0 The authority granted to the Petitioner by this permit is limited as follows:
- 4.1 This permit applies only to the site improvements, which are the subject of this petition. All construction to be conducted on site shall be conducted in accordance with the terms of this permit and shall be limited to the improvements on the Plan, as modified by this Decision.
- 4.2 There shall be no further development of this site without further site plan approval as required under Section 7.4 of the By-Law. The Board, in accordance with M.G.L., Ch. 40A, S.9 and said Section 7.4, hereby retains jurisdiction to (after hearing) modify and/or amend the conditions to, or otherwise modify, amend or supplement, this Decision and to take other action necessary to determine and ensure compliance with the Decision.
- 4.3 This Decision applies only to the requested Special Permits and Site Plan Review. Other permits or approvals required by the By-Law, other governmental boards, agencies or bodies having jurisdiction should not be assumed or implied by this Decision.
- 4.4 No approval of any indicated signs or advertising devices is implied by this Decision.
- 4.5 The foregoing restrictions are stated for the purpose of emphasizing their importance but are not intended to be all-inclusive or to negate the remainder of the By-Law.

- 4.6 This Site Plan Special Permit shall lapse on August 6, 2015 if substantial use thereof has not sooner commenced, except for good cause. Any requests for an extension of the time limits set forth herein must be in writing to the Board at least 30 days prior to August 6, 2015. The Board herein reserves its rights and powers to grant or deny such extension without a public hearing. The Board, however, shall not grant an extension as herein provided unless it finds that the use of the property in question or the construction of the site has not begun, except for good cause.
- 4.7 This approval shall be recorded in the Norfolk District Registry of Deeds. This Special Permit shall not take effect until a copy of this Decision bearing the certification of the Town Clerk that twenty (20) days have elapsed after the Decision has been filed in the Town Clerk's office or that if such appeal has been filed, that it has been dismissed or denied is recorded with Norfolk District Registry of Deeds and until the Petitioner has delivered a certified copy of the recorded document to the Board.

The provisions of this Special Permit shall be binding upon every owner or owner of the lots and the executors, administrators, heirs, successors and assigns of such owners, and the obligations and restrictions herein set forth shall run with the land, as shown on the Plan, as modified by this Decision, in full force and effect for the benefit of and enforceable by the Town of Needham.

Any person aggrieved by this Decision may appeal pursuant to the General Laws, Chapter 40A, Section 17, within twenty (20) days after filing of this Decision with the Needham Town Clerk.

Witness our hands this 6<sup>th</sup> day of August, 2014.

NEEDHAM PLANNING BOARD

Martin Jacobs  
Martin Jacobs, Chairman

Jeanne S. McKnight  
Jeanne S. McKnight, Vice Chairman

Bruce T. Eisenhut  
Bruce T. Eisenhut

Sam Bass Warner  
Sam Bass Warner

Elizabeth J. Grimes  
Elizabeth J. Grimes

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

Aug. 6, 2014

On this 6<sup>th</sup> day of August, 2014, before me, the undersigned notary public, personally appeared Martin Jacobs, one of the members of the Planning Board of the Town of Needham, Massachusetts, proved to me through satisfactory evidence of identification, which was in the form of a state issued driver's license, to be the person whose name is signed on the proceeding or attached document, and acknowledged the foregoing to be the free act and deed of said Board before me.

Alexis Mallu  
Notary Public  
My commission expires April 2, 2015

TO WHOM IT MAY CONCERN: This is to certify that the 20-day appeal period on the Decision on New Garden, Inc., 250 Chestnut Street, Needham, Massachusetts, has passed, and there have been no appeals made to this office. (All Judicial Appeals taken from this Decision have been dismissed.)

Date \_\_\_\_\_  
Theodora K. Eaton, Town Clerk

- Copy sent to:
- Petitioner - Certified Mail #
  - Board of Selectmen
  - Town Clerk
  - Engineering
  - Building Inspector
  - Fire Department
  - Director, PWD
  - Police Department
  - Board of Health
  - Conservation Commission
  - Larry Blacker, Attorney



# 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

## LEGAL NOTICE

### TOWN OF NEEDHAM

#### Application for Change of Location for an All Alcoholic Liquor License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that New Garden, Inc. d/b/a New Garden Restaurant, Virginia So, Manager, has applied for a Change of Location for an All Alcohol Liquor License as a Restaurant FROM: 250 Chestnut Street, Needham, TO: 40 Chestnut Place, Needham. The new location is all on one level at street level with an entrance and exit from front of building with two emergency exits from the rear of the building, two dining areas, one with a sushi bar and one with a service bar with 12 chairs. Total occupancy for the new location is 138 patrons.

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 23<sup>rd</sup> day of June 2015 at 7:00 o'clock p.m.

Board of Selectmen  
Licensing Board for the Town of Needham

To be published Needham Times  
June 11, 2015



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

---

**MEETING DATE: 06/23/2015**

<b>Agenda Item</b>	Public Hearing – Transfer of Wine and Malt Beverages License Sol Soul Family Foods LLC. d/b/a Hearth Pizzeria located at 974 Great Plain Avenue
<b>Presenter(s)</b>	Ivan Millan Pulecio, Proposed Manager

<b>1.</b>	<b>BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED</b>		
	Ivan Millan Pulecio is requesting a transfer of license to sell Wine and Malt Beverages as a restaurant located at 974 Great Plain Avenue from Asillem LLC., Christopher Robbins, Manager, to Sol Soul Family Foods LLC. The premise has 2,800 sq. ft., including a kitchen area, dining room and take out station. The dining area will provide seating capacity for 64 patrons. There is one entrance at the front of the building on Great Plain Avenue and two emergency exits at the rear of the building. The basement will be used for office and storage space.		
<b>2.</b>	<b>VOTE REQUIRED BY BOARD OF SELECTMEN</b>	<b>YES</b>	<b>NO</b>
	<b>Suggested Motion:</b> That the Board of Selectmen vote to approve the application for a transfer of a Wine and Malt Beverages License under the Town of Needham Regulations Applicable to The Sale of Alcoholic Beverages in Restaurants and Function Rooms to Sol Soul Family Foods LLC d/b/a Hearth Pizzeria, Ivan Millan Pulecio, Manager and to forward the approved Alcohol License Transfer application to the ABCC for an approval.		
<b>3.</b>	<b>BACK UP INFORMATION ATTACHED</b>	<b>YES</b>	<b>NO</b>
	<ol style="list-style-type: none"> <li>1) Application of License</li> <li>2) Site Plan</li> <li>3) Vote of Corporate Board</li> <li>4) Manager Application &amp; Owner Information</li> <li>5) Petition for Transfer of Ownership</li> <li>6) Transfer Agreement</li> <li>7) Lease Agreement</li> <li>8) Legal Notice Information</li> </ol>		

### 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: Ivan Millan Pulecio  
ADDRESS: 183 Parkerville Rd  
CITY/TOWN: Southborough STATE: MA ZIP CODE: 01772  
CONTACT PHONE NUMBER: 781-433-0600 FAX NUMBER: 781-433-0602  
EMAIL: ivan@hearthpizzeria.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.

One floor operation. First floor is the main dining room with seating for 64 patrons, take-out, kitchen, bathrooms. Two entrances and two exits. Basement is office space and storage.

Total Square Footage: 2800 Number of Entrances: 2 Number of Exits: 2  
Occupancy Number: 80 Seating Capacity: 64

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): LLC Other:

Name: Simon II Associates LLC Phone:

Address: 10 Newbury ST City/Town: Boston State: MA Zip: 02116

Initial Lease Term: Beginning Date 2/22/2009 Ending Date 1/31/2017

Renewal Term: 2 YRS Options/Extensions at: 5 Yrs Years Each

Rent: 122,290.68 Per Year Rent: 10,191.89 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:

2/26/2015

State of Incorporation/Organization: MA

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
Ivan Millan Pulecio	Manager	25	
Robert Craig	Manager	1.7	
The Power Play Fund	Class A member	25	
Tommy Lee	Class A Memeber	16.7	
Karen & Lewis Kuchnir	Class A Member	16.7	

\*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.

Additional Space

Please note which question you are using this space for.

Question 10.

Interest in this license

Robert raig 10%

2002 Nannarone Children's Trust 5%

**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:

B. Purchase Price for Business Assets:

C. Costs of Renovations/Construction:

D. Initial Start-Up Costs:

E. Purchase Price for Inventory:

F. Other: (Specify)

**G: TOTAL COST**

**H. TOTAL CASH**

**I. TOTAL AMOUNT FINANCED**

**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):**

Bob Craig 60K, Louis and Karen Kuchnir 50K, Thomas Lee 50K, Power play fund 75K

\*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

\*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.

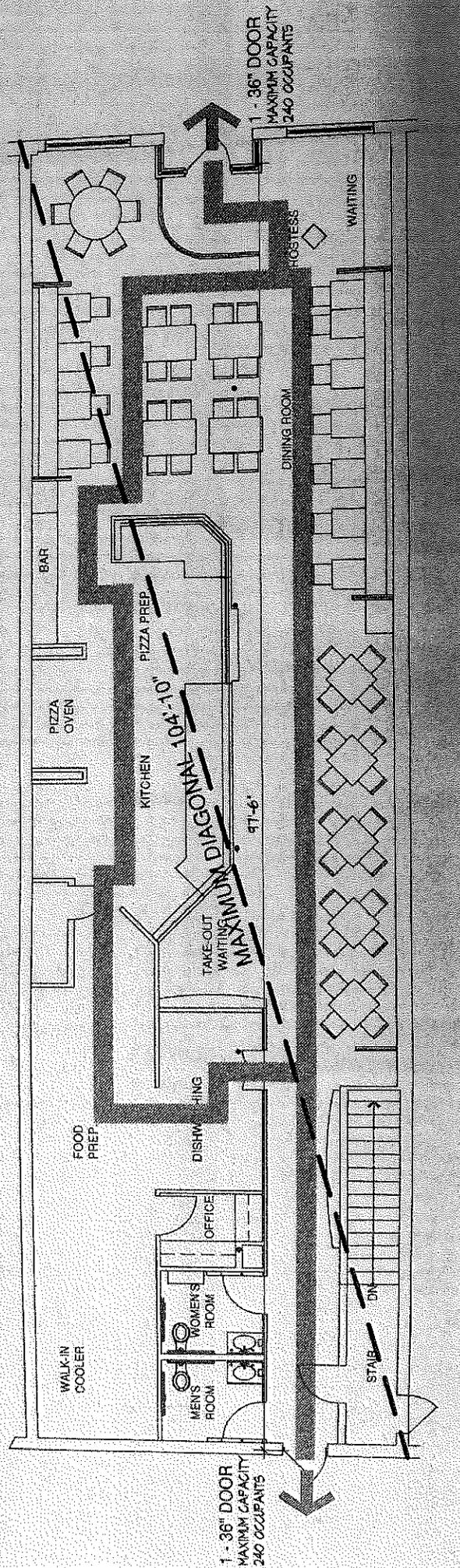
**20. CONSTRUCTION OF PREMISES:**

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

Kitchen floor was re-tiled. Two Tv's were put on the walls. Front entrance tile was re-tiled. Chairs and tabler re-surfaced and bathrooms re-painted.

21. ANTICIPATED OPENING DATE:

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

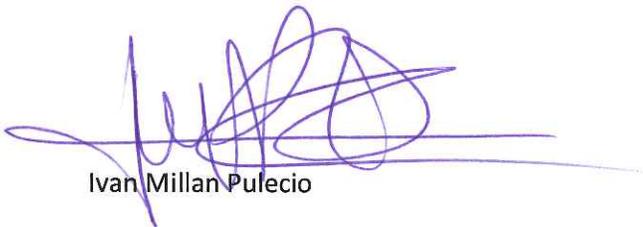


Sol Soul Family Foods LLC.

June 11, 2015

To the Alcoholic Beverage Control Commission

Sol Soul Family Foods LLC, votes to have Mr. Ivan Millan-Pulecio as the Manager for Hearth Pizzeria and Sol Soul Family Foods LLC.



Ivan Millan Pulecio

Manager



Robert Craig

Managing Member



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



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	Sol Soul Family Foods LLC	B. Business Name (dba)	Hearth Pizzeria
C. Address	974 Great Plain Ave	D. ABCC License Number (If existing licensee)	77000022
E. City/Town	Needham	State	MA Zip Code 02492
F. Phone Number of Premise	781-433-0600	G. EIN of License	47-2895789

**2. PERSONAL INFORMATION:**

A. Individual Name	Ivan Millan Pulecio	B. Home Phone Number	5082028762
C. Address	183 Parkerville Rd		
D. City/Town	Southborough	State	MA Zip Code 01701
E. Social Security Number		F. Date of Birth	
G. Place of Employment	Hearth Pizzeria		

**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.

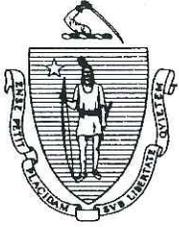
I hold 25% ownership

**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 6-8-15

Title Chef/Owner (If Corporation/LLC Representative)



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://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	Sol Soul Family Foods LLC	B. Business Name (dba)	Hearth Pizzeria
C. Address	974 Great Plain Ave	D. ABCC License Number (If existing licensee)	77000022
E. City/Town	Needham	State	MA
		Zip Code	02492
F. Phone Number of Premise	781-4330600	G. EIN of License	47-2895789

**2. PERSONAL INFORMATION:**

A. Individual Name	Thomas Lee	B. Home Phone Number	917 647 2930
C. Address	40 Prospect Avenue		
D. City/Town	Montclair	State	NJ
		Zip Code	07042
E. Social Security Number		F. Date of Birth	
G. Place of Employment	None		

**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.

Own 16%

**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)



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://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	Sol Soul Family Foods LLC	B. Business Name (dba)	Hearth Pizzeria
C. Address	974 Great Plain Ave	D. ABCC License Number (If existing licensee)	77000022
E. City/Town	Needham	State	MA Zip Code 02492
F. Phone Number of Premise	781-4330600	G. EIN of License	

**2. PERSONAL INFORMATION:**

A. Individual Name	Karen Kuchnir	B. Home Phone Number	
C. Address	15 Foxhill Dr		
D. City/Town	Southborough	State	MA Zip Code 01772
E. Social Security Number		F. Date of Birth	
G. Place of Employment	Kuchnir Dermatoly		

**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.

Owens 16.7%

**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 Karen Kuchnir Date 6/11/15

Title Investor (If Corporation/LLC Representative)



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://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	Sol Soul Family Foods LLC	B. Business Name (dba)	Hearth Pizzeria
C. Address	974 Great Plain Ave	D. ABCC License Number (If existing licensee)	77000022
E. City/Town	Needham	State	MA Zip Code 02492
F. Phone Number of Premise	781-4330600	G. EIN of License	47-2895789

**2. PERSONAL INFORMATION:**

A. Individual Name	Louis Kuchnir	B. Home Phone Number	
C. Address	15 Foxhill Dr		
D. City/Town	Southborough	State	MA Zip Code 01772
E. Social Security Number		F. Date of Birth	
G. Place of Employment	Kuchnir Dermatoly		

**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.

Owns 16.7%

**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 Louis Kuchnir Date 6/11/15  
 Title Investor (If Corporation/LLC Representative)



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://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	Sol Soul Family Foods LLC	B. Business Name (dba)	Hearth Pizzeria
C. Address	974 Great Plains Ave	D. ABCC License Number (If existing licensee)	77000022
E. City/Town	Needham	State	MA
		Zip Code	02492
F. Phone Number of Premise	781-433-0600	G. EIN of License	74-2895789

**2. PERSONAL INFORMATION:**

A. Individual Name	ROBERT CRAIG	B. Home Phone Number	781 449-2809
C. Address	59 MOUNT VERNON AVE		
D. City/Town	NEEDHAM	State	MA
		Zip Code	02492
E. Social Security Number		F. Date of Birth	
G. Place of Employment	CENTERMAN CAPITAL		

**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.

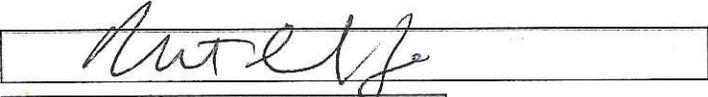
**4. FINANCIAL INTEREST:**

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

MANAGING MEMBER, INVESTOR & CFO AS INDIVIDUAL AND GENERAL PARTNER FOR POWER PLAY FUND.

**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)



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

**PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S),  
DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)**

77000022

ABCC License Number

Needham

City/Town

The licensee A. Asillem LLC and the proposed transferee B. Sol Soul Family Foods respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).



Is the PRESENT licensee a Corporation/LLC listed in box (A.), 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
Jonathan Schwarz	Manager	44 South Main St. Sherborn MA	50
Christopher Robbins	Manager	36 Prospect ST Sherborn MA	50

Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes  No

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

Name	Title	Address	Stock or % Owned
Ivan Millan-Pulecio	Manager	183 Parkerville Rd, Southborough MA 01772	50
Robert Craig	MANager	59 MOunt Vernon Ave, Needham MA 02492	50

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

6-8-15

**SIGNATURE OF PROPOSED TRANSFEREE:**

**SOL SOUL FAMILY FOODS, LLC**  
**LIMITED LIABILITY COMPANY AGREEMENT**

This Limited Liability Company Agreement (this "Agreement"), effective as of January 26, 2015, is by and among (i) Robert Craig and Ivan Millan Pulecio, as the Co-Managers (the "Manager") and in their capacity as the Founder Members (for such period of time as such Person will remain a Founder Member hereunder, the "Founder Member"), (ii) the Persons identified as Class A Members in Schedule A annexed hereto, made a part hereof and hereby incorporated herein, each (for such period of time as such Person will remain a Class A Member hereunder) referred to individually as a "Class A Member" and collectively as the "Class A Members," and (iii) the Persons identified as Class B Members in Schedule A annexed hereto, made a part hereof and hereby incorporated herein, each (for such period of time as such Person will remain a Class B Member hereunder) referred to individually as a "Class B Member" and collectively as the "Class B Members." Each Founder Member, Class A Member and Class B Member is referred to individually as a "Member" and collectively as the "Members."

WHEREAS, Sol Soul Family Foods, LLC (the "Company") has been formed pursuant to the Massachusetts Limited Liability Company Act (the "Act") by the filing, on January 26, 2015, of an Articles of Formation (as the same may be amended from time to time, the "Certificate of Formation") in the office of the Secretary of State of the Commonwealth of Massachusetts;

WHEREAS, capitalized terms used herein, and not otherwise defined herein, have the meanings ascribed to them in Appendix I annexed hereto, made a part hereof and hereby incorporated herein;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

1. Formation of the Company.

(a) Formation; Filings. The Members and the Manager hereby ratify the act of Len Nannarone, as an "authorized person" within the meaning of the Act, in executing and filing the Articles of Formation. Upon the filing of the Articles of Formation with the Secretary of State of the Commonwealth of Massachusetts, the powers of Len Nannarone as an "authorized person" ceased. The Manager will file or cause to be filed any amendments and/or restatements to the Articles of Formation and such filings in other jurisdictions in which the Company conducts business as may be necessary or desirable, and may from time to time authorize, orally or in writing, on behalf of the Manager, the Members and/or the Company, any other Person or Persons to execute and/or file any such amendments, restatements and any other documents or filings necessary or desirable in order to comply with any requirements of the Act or the laws of any jurisdiction in which the Company conducts business. Unless prohibited by the Act or other applicable law, the provisions of this Agreement will govern the rights and obligations of the parties hereunder.

(b) Name. The name of the Company will be Sol Soul Family Foods, LLC, provided that the Manager may elect to have the Company transact business in other names in those jurisdictions where the Manager deems it necessary or desirable for purposes of complying with the requirements of local law, and may otherwise change the name of the Company as the Manager, in its sole discretion, may determine, without the vote or approval of any other Person, subject to compliance with the Act.

(c) Offices; Agent for Service of Process. At the time of execution of this Agreement, the address of the registered office of the Company in the Commonwealth of Massachusetts and the name and address of the registered agent for service of process on the Company in the Commonwealth of Massachusetts is Len Nannarone, 61 Seaside Road, Scituate, MA 02066. The Manager may from time to time change the registered

agent for service of process on the Company and the location of the Company's registered office within the Commonwealth of Massachusetts. The Company may establish places of business within and without the Commonwealth of Massachusetts as and when required by its business and in furtherance of its purpose set forth herein and may appoint agents for service of process in all jurisdictions in which the Company may conduct business.

(d) *Term.* The term of the Company will be perpetual, unless sooner terminated in accordance with the provisions of this Agreement.

2. Purpose; Powers. The Company is formed for the purpose of (a) acquiring, owning and operating restaurants with sit down and delivery services, (b) engaging in any other lawful act or activity for which limited liability companies may be formed under the Act, and (c) engaging in any and all activities necessary, advisable, convenient, or incidental to the foregoing. The Company will have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Act.

3. Management.

(a) Manager; Authority Generally.

(i) The management of, and all decisions as to, the Company and its affairs will be vested in the Manager with the two Managers having equal voting authority to exercise their management powers. All management and other responsibilities will be vested in the Manager. The Class A Units shall have the Veto Rights and Class B Members shall have no voting rights or consent to decision rights. The Class B Units shall be a non-voting security for all purposes regardless of any provisions of the Act.

(ii) The affirmative consent or action (regardless of whether written, oral, or by course of conduct) of the Manager on behalf of the Company or the execution of any document by the Manager on behalf of the Company, for the purpose of apparently carrying on in the usual way the business or affairs of the Company, will constitute all the requisite action necessary for purposes of authorizing and binding, and will be the valid and authorizing action of and will bind, the Company as against all third parties for purposes of this Agreement and the Act, and no person dealing with the Company will have any obligation to inquire into the power or authority of the Manager acting on behalf of the Company. The Manager will have the power and authority, without any further act, vote, or approval of any other Person, to execute any and all documents, agreements, certificates, or other instruments and otherwise to bind the Company as to any matter or act involving the Company.

(iii) The Manager will have the power to appoint Persons to act as agents for the Company with such titles as the Manager deems appropriate and to delegate to such agents such of the powers as are granted to the Manager hereunder, including the power to execute documents on behalf of the Company, all as the Manager may in its sole discretion determine, provided any such appointment must be in writing and provided, further, that no such appointment will cause the Manager to cease to be a "manager" of the Company within the meaning of the Act or this Agreement or restrict the ability of the Manager to exercise the powers so delegated. The agents so appointed may be referred to as officers and may include Persons holding titles such as President, Vice President, Treasurer, Assistant Treasurer, Secretary, or Assistant Secretary. Unless the authority of the Person designated as an officer in question is limited in the document appointing such officer, any officer so appointed will have the same authority to act for the Company, subject to the terms of this Agreement, as a corresponding officer of a Delaware corporation would have to act for a Delaware corporation. Such agents and/or other agents of the Company may be terminated and/or appointed at any time by the Manager, and the Manager may specify the duties delegated to any agent from time to time.

(iv) The Manager may resign at any time by giving prior written notice to the Members. Any such resignation will take effect at the time specified in such notice, or, if the time is not so specified, immediately upon delivery of such notice, and unless otherwise specified in such notice, acceptance of such resignation will not be necessary to make it effective. Upon the resignation of the Manager as set forth above, or at any other time, the Founder Member may appoint one (1) or more replacement or additional Managers. If at any time there is no Manager, the Founder Member will act as and will have all the powers, rights, duties and obligations of the Manager (provided that in such capacity, if at such time there is more than one Founder Member, the Founder Members will have the power to act only collectively by Founder Consent).

(b) Compensation. The Manager will be entitled to reimbursement from the Company for all expenses incurred in managing and conducting the business and affairs of, and otherwise acting on behalf of, the Company (including, without limitation, compensation expenses, overhead and third-party expenses). Except as provided above or as otherwise may be expressly provided for herein, or as may be hereafter approved by the Manager, no payment will be made by the Company to any Member, acting solely in such Person's capacity as a Member, for services to the Company. The compensation of the Manager and the annual operating budget shall require the unanimous approval of all Founding Members. Any compensation of the Manager shall require the consent of a majority of the Class A Members.

(c) Manager as Member. The Manager will also be a Member to the extent of any limited liability company interest in the Company it may now hold or hereafter acquire. Its rights, powers, restrictions and liabilities as the Manager will remain unaffected by its status as a Member. To the extent the Manager is or may become a Member, the Manager will be a Founder Member, except as otherwise provided in the definition of Member.

#### 4. Members; Capital Contributions; Additional Capital.

(a) Capital Accounts. A separate Capital Account will be maintained for each Member, including any Member who may hereafter acquire an interest in the Company. No interest will accrue or be paid on any Capital Account.

(b) Capital Contributions.

(i) Each Member, upon admission to the Company, shall be deemed to have made a "Capital Contribution" equal to the amount specified in Schedule A, and each Member shall receive Units in exchange for such member's Capital Contribution. Class A Members will receive Class A LLC Units ("Class A Units"), and the Class B Members will receive Class B Units ("Class B Units"). The Capital Contribution and number of Class A Units of each Class A Member and Class B Units of each Class B Member shall be set forth on Schedule A. Class B Units shall be a non-voting membership interest. Except as specifically provided in this Agreement, the Capital Contribution of a Member: (i) shall represent the maximum aggregate amount of cash and property that such Member shall be required to contribute to the capital of the Company; and (ii) shall not be changed during the term of the Company. The Class A Units shall be the only voting security issued by the Company.

(ii) Except as set forth in this Section 4, no Member will be entitled, obligated, or required to make any capital contribution in addition to its Capital Contribution or to make any loan to the Company. No loan made to the Company by any Member will constitute a Capital Contribution to the Company for any purpose.

(c) Limitation of Liability. No Member will have any liability to restore any negative balance in his, her, or its Capital Account or to contribute to, or in respect of, the liabilities or the obligations of the Company, or

to restore any amounts distributed from the Company, except as may be required under the Act or other applicable law. Each Member's and Manager's liability will be limited as set forth in this Agreement, the Act and other applicable law, and in all events no Member or Manager will be liable, in such capacity, for any indebtedness, liabilities or other obligations of the Company, whether arising in contract, tort, or otherwise, and all such debts, liabilities or other obligations will be obligations solely of the Company. The failure of the Company and/or the Manager and/or the Members to observe any formalities or requirements relating to the exercise of the powers or management of the Company's business or affairs under this Agreement or the Act will not be grounds for imposing personal liability on the Members or the Manager for any liabilities or other obligations of the Company.

(d) Withdrawal of Capital. Although the Company may make distributions to the Members during the term of the Company in return of their Capital Contributions, no Member will have the right to receive any distribution from the Company as a result of his, her, or its withdrawal or resignation, and no Member will have the right to receive the return of all or any part of his, her, or its Capital Contributions or Capital Account, or any other distribution, except as provided in Section 5. Any return of Capital Contributions or a Member's Capital Account will be made solely from the assets of the Company (including the Capital Contributions of the Members) and only in accordance with the terms hereof, and no Member will have personal liability for the return of any other Member's capital. To the extent any monies which any Member is entitled to receive pursuant to Section 5 or any other provision of this Agreement would constitute a return of capital, each of the Members consents to the withdrawal of such capital.

(e) Funding Additional Capital Requirements.

(i) In the event that the Company requires capital in addition to the Initial Capital Contributions of the Members, to conduct the business of the Company or to meet its obligations, the additional amount needed, as determined by the Manager, may be obtained by the Company by one or more of the following: (i) by borrowing from one or more of the Members and their respective Affiliates, on such terms and conditions as may then be agreed among such parties; or (ii) by issuing and selling additional LLC Interests to any person, on such terms and conditions as may then be agreed among such parties. Any such loan will be payable in full prior to any distributions under Section 5. Any amounts loaned to the Company by an Affiliate of a Member will be treated as loaned by the Member. Notwithstanding anything contained herein to the contrary, the Company shall be prohibited from accepting any loans from Members unless the Company also offers all Class A Unit holders the right to participate pro-rata (based on their respective ownership percentage in the Company) in any such loans made by Members on the same terms and conditions. If a Member loan is to be made, the Company shall issue to each Class A Unit holder a written notice of the loan, a description of the terms and conditions of the loan, the pro-rata amount that each Class A Unit holder may provide and the date on which such loan will close ("Member Loan Notice"). Each Class A Unit holder shall have fifteen (15) days from the receipt of the Member Loan Notice to respond whether they will participate in the Member loan.

(ii) In the event that a loan is to be made to the Company pursuant to this Section 4(e), the Manager will give notice (the "Loan Notice") to all Members, specifying the aggregate amount being provided (the "Loan Amount"), the purposes for which it is required, any terms and conditions applicable to such amount, and each Member's pro rata portion of the aggregate amount, which will be in proportion to his, her or its Percentage Interest. Each Member will have the right, but not the obligation, to provide to the Company, in cash within twenty (20) business days after the date the Loan Notice is given, up to such Member's pro rata portion of the Loan Amount. In the event that Members do not collectively fund the full Loan Amount, the Manager will give notice to all Members that funded their respective pro rata portions as provided above, specifying the amount of the shortfall, and each such Member will have the right, but not the obligation, to provide to the Company, in cash within ten (10) business days after the date of such subsequent notice, any or all of the shortfall; provided that, in the event of oversubscription

for the shortfall, such shortfall will be allocated pro rata among such further participating Members in accordance with their respective Percentage Interests or as such further participating Members otherwise may agree.

(f) Participation Right on New Issuances by the Company. Subject to the terms and conditions of this Section 4(f) and applicable securities laws, if the Company proposes to offer or sell any new securities of the Company, the Manager will give notice (the "Issue Notice") to all Members, specifying the aggregate amount being raised through the issuance of such new securities (the "Issue Amount"), the purposes for which it is required, any terms and conditions applicable to such amount, and each Member's pro rata portion of the aggregate amount, which will be in proportion to his, her or its Percentage Interest. Each Member will have the right, but not the obligation, to provide to the Company, in cash within twenty (20) business days after the date the Issue Notice is given, up to such Member's pro rata portion of the Issue Amount. In the event that Members do not collectively fund the full Issue Amount, the Manager will give notice to all Members that funded their respective pro rata portions as provided above, specifying the amount of the shortfall, and each such Member will have the right, but not the obligation, to provide to the Company, in cash within ten (10) business days after the date of such subsequent notice, any or all of the shortfall; provided that, in the event of oversubscription for the shortfall, such shortfall will be allocated pro rata among such further participating Members in accordance with their respective Percentage Interests or as such further participating Members otherwise may agree. A Member will be entitled to apportion the right of first offer hereby granted to it in such proportions as it deems appropriate among itself and its Affiliates.

(g) Admission of Additional Members. The Manager is authorized to admit to the Company, at any time and from time to time, additional Members making Capital Contributions in such amounts and upon such terms and conditions as the Manager may determine subject to the Veto Right. The Manager is authorized, in accordance with the provisions of this Agreement, to admit any substitute Member in connection with a Transfer of an LLC Interest without the approval of any Member. In connection with the admission of any substitute or additional Member, Schedule A may, but is not required to, be amended by the Manager to reflect the inclusion of such substitute or additional Member.

## 5. Distributions.

(a) Distributions of Available Proceeds. Proceeds will be distributed to the Members at such times as the Manager determines in its sole discretion, in the following priority:

(i) First, to the Members pro rata in proportion to their Capital Contributions, until each Member has received cumulative distributions pursuant to this Section 5(a)(i) and Section **Error! Reference source not found.** equal to its aggregate Capital Contributions as of the date of such distribution; and

(ii) Thereafter, to the Members pro rata in proportion to their Percentage Interests.

(b) Distributions Upon Liquidation. Upon liquidation of the Company, the Manager will cause all amounts available for distribution by the Company to the Members to be distributed or paid as follows:

(i) First, to the creditors of the Company, including Members who are creditors, in the order of priority provided by law;

(ii) Second, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by the Manager, provided that, upon the expiration of such period of time as the Manager will deem advisable, the balance of such reserves remaining after payment of such contingencies will be distributed in the manner hereinafter set forth in this Section 5(b), and

(iii) Then, to the Members in accordance with Sections 5(a)(i) and (ii).

(c) Distributions of Cash and Other Property. Except as the Manager may otherwise determine, all distributions to Members will be made in cash. If any assets of the Company are distributed in kind, such assets will be distributed on the basis of their fair market value as determined by the Manager using its reasonable discretion.

(d) Withholding of Taxes. If the Company incurs a withholding tax obligation with respect to the share of income allocated to any Member, (i) any amount which is (A) actually withheld from a distribution that would otherwise have been made to such Member and (B) paid over in satisfaction of such withholding tax obligation, will be treated for all purposes under this Agreement as if such amount had been distributed to such Member, and (ii) any amount which is so paid over by the Company, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, will be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section 5(d) will be repaid by such Member to the Company within ten (10) business days after notice to such Member from the Manager or from any other Member making demand therefor. Any amounts so advanced and not timely repaid will bear interest, commencing on the expiration of such ten (10) business day period, compounded monthly on unpaid balances, at an annual rate equal to the sum of the "applicable federal rate" as defined in Code Section 1274(d) for short-term loans as of such expiration date plus 4%. The Company will be entitled to collect any unpaid amounts from any distributions that would otherwise be made to such Member.

(e) Priorities. No Member will have any rights or priority over any other Members as to contributions or as to distributions or compensation by way of income, except as specifically provided in this Agreement.

#### 6. Allocations and Certain Tax Matters.

(a) Allocations of Income, Gain, Deduction and Loss. All items of income, gain, deduction and loss of the Company as determined for federal income tax purposes will be allocated among the Members, and will be credited or debited to their respective Capital Accounts in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv), so as to ensure to the maximum extent possible that such allocations satisfy the economic effect equivalence test of Treasury Regulation Section 1.704-1(b)(2)(ii)(i). Such allocations will incorporate regulatory requirements in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3) (relating to a "qualified income offset" and limitations on the ability to allocate losses to a partner that would cause a deficit in their "adjusted capital account"). In accordance therewith, all items that can have economic effect will be allocated in such a manner that the balance of each Member's Capital Account at the end of any taxable year of the Company (increased by the sum of (i) such Member's "share of partnership minimum gain" as defined in Treasury Regulation Section 1.704-2(g)(1) plus (ii) such Member's "share of partner nonrecourse debt minimum gain" as defined in Treasury Regulation Section 1.704-2(i)(5)) would be positive in the amount of cash that such Member would receive if the Company sold all of its assets for an amount of cash equal to the book value (as determined pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(g)) of such assets (reduced, but not below zero, by the amount of nonrecourse debt to which property is subject) and all of the cash of the Company remaining after payment of all liabilities (other than nonrecourse liabilities) of the Company were distributed in liquidation of the Company immediately following the end of such taxable year pursuant to Section 5(b). All items of income, gain, deduction and loss that cannot have economic effect (including nonrecourse deductions) will be allocated in accordance with each Member's interest in the Company (*i.e.*, the "partner's interest in the partnership" within the meaning of Code Section 704(b) and the Treasury Regulations thereunder) which, unless otherwise required by Code Section 704(b) and the Treasury Regulations thereunder, will be in proportion to the Members' respective pro rata interests as determined under the applicable subsection of Section 5 with respect to which such item is allocable. The allocation provisions contained in this Section 6 are intended to comply with Code Section 704(b)

and the Treasury Regulations promulgated thereunder, and will be interpreted and applied in a manner consistent therewith.

(b) Tax Allocations. Items of income, gain, deduction and loss for purposes of determining the Members' Capital Accounts (that is, for "book purposes") will be determined in accordance with the same principles as such items are determined for reporting such items on the Company's federal income tax return. With respect to any property whose book value differs from its adjusted basis for federal income tax purposes, items of depreciation, amortization, gain and loss for book purposes will be determined based on the book value of such property. All items of income, gain, deduction, loss or credit for tax purposes will be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in such items for book purposes.

(c) Certain Allocations with Respect to Property Whose Book Value Differs from Adjusted Basis. In accordance with Code Section 704(c) and Treasury Regulation §1.704-1(b)(2)(iv)(g), items of depreciation, amortization, gain, loss and deduction with respect to any property whose book value differs from its adjusted basis for federal income tax purposes will, for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its book value, such allocation to be made by the Manager in accordance with any permissible method under Code Section 704(c) and the applicable Treasury Regulations.

(d) Tax Elections. Any elections or other decisions relating to allocations of income, gain, deduction, loss or credit hereunder or any other tax elections (including elections under Code Section 754) that must be made at the Company level (as opposed to by the Members) will be made (or not made) by action of the Manager, who will be the only Person to sign any tax returns of the Company.

(e) LLC Interests Held During Portion of Taxable Year. For purposes of determining the income, gain, loss, deduction or credit, or any other items allocable to any period, such items will be determined on a daily, monthly or other basis as determined by the Manager using any permissible method under Code Section 706 and the Treasury Regulations thereunder.

(f) Safe Harbor Valuation Election. Notwithstanding any provision of this Agreement to the contrary, the Manager, without the consent of any Member, is hereby authorized to elect, on behalf of the Company and each of the Members, to make the "safe harbor election" (the "Safe Harbor Valuation Election") described in Internal Revenue Service Notice 2005-43 (the "IRS Notice") pursuant to which each "safe harbor partnership interest" (as defined in the IRS Notice) that is transferred by the Company to a service provider (including, without limitation, any Person that is an indirect member of the Company) while the election is in effect, in connection with services provided to the Company or any Affiliate of the Company, will be treated as having a value equal to the "liquidation value" of such interest as determined in the manner described in the IRS Notice. The Manager is directed to make the Safe Harbor Valuation Election after the revenue procedure proposed in the Notice is issued in final form, and may, in its discretion, make such an election or a similar election if such revenue procedure (or guidance of a similar nature) is ultimately issued by the Internal Revenue Service in modified form. The Safe Harbor Valuation Election will be binding on the Company and each Member (including any Person to whom an LLC Interest is transferred in connection with the performance of services) with respect to each transfer of such a "safe harbor partnership interest" while such election is in effect. The Company and each Member (including any service provider receiving an interest in the Company in connection with the performance of services) agree to comply with any reasonable request of the Manager that, in the Manager's good faith judgment, is necessary to comply with the requirements of the Safe Harbor Valuation Election described in the proposed revenue procedure, as incorporated in the anticipated revenue procedure or other guidance issued in final form, with respect to all interests in the Company that are transferred in connection with the performance of services while such election remains in effect. Such Safe Harbor Valuation Election will remain in effect until terminated in accordance with the rules set forth in the anticipated Internal Revenue Service

guidance described in the IRS Notice as ultimately issued. The Manager is further authorized, in its discretion and without the consent of any Member, to revoke a Safe Harbor Valuation Election previously made on behalf of the Company and each of its Members; provided that such revocation may be made only with the written consent of each Member providing services to the Company with respect to whom such revocation would result in an inclusion in such Member's income in connection with the transfer of an interest in the Company to such Member, or in other adverse tax consequences to such Member.

(g) Consistent Reporting. The Members are aware of the income tax consequences of the allocations made by this Section 6 and hereby agree to be bound by the provisions of this Section 6 in reporting their distributive share of the Company's income and loss for income tax purposes.

(h) Excess Non-Recourse Liabilities. For purposes of allocating excess non-recourse liabilities under Treasury Regulation §1.752-(3)(a)(3), the "partner's interests in partnership profits" will be in proportion to the Members' respective pro rata interests as determined under the applicable subsection of Section 5 with respect to which such item is allocable.

7. Transfers of LLC Interests.

(a) Restrictions on Transfer.

(i) General Restriction. Except as provided in Section 7(a)(ii), a Transfer of a Member's LLC Interest may be made only with the consent of the Manager and, in the case of a Transfer of a Founder Member's LLC Interest. Any transferee of a Member's LLC Interest pursuant to this Agreement may only be admitted to the Company as a substitute Member in accordance with Section 7(a)(iii).

(ii) Exceptions to General Restriction. A Member will be permitted to Transfer its LLC Interest (and, if applicable, the transferee will be admitted as a substitute Member):

(1) at any time, pursuant to the provisions of Section 8;

(2) at any time, pursuant to the provisions of Section **Error! Reference source not found.**; or

(3) at any time, in accordance with the following (any such Transfer pursuant to this clause (3), a "Permitted Transfer"), provided that such Transfer and substitution must comply with this Section 7 (including, without limitation, Section 7(c)):

(A) to an Affiliate of a Member that is an entity;

(B) to the Immediate Family of a Member that is an individual; or

(C) in the case of any indirect Transfer of an LLC Interest occasioned by any transfer or other disposition of any equity interest in a Member, or any direct or indirect beneficial interest therein, to an Affiliate or to the Immediate Family of the Person effecting such transaction.

(iii) Transferees Bound; Admission as Substitute Member. Except in case of Transfers pursuant to Section 7(a)(ii), any transferee of a Member's LLC Interest pursuant to this Agreement may only be admitted to the Company as a substitute Member with the approval of the Manager. The admission of a transferee as a substitute Member will in all events be conditioned upon compliance with Section 7(c) and the transferee's written assumption, in form and substance satisfactory to the Manager, of all obligations of the transferring Member and execution of an instrument satisfactory to the Manager

whereby such transferee becomes a party to this Agreement as a Member. Any such transferee (including, without limitation, in the case of a deceased Member, the estate of such deceased Member and each other Person, if any, who may become a transferee of such deceased Member's LLC Interest by will or other estate plan or by operation of law), irrespective of whether such transferee has accepted and adopted in writing the terms and provisions of this Agreement or been admitted as a substitute Member, will be deemed by the acceptance of such Transferred LLC Interest to have agreed to be subject to the terms and provisions of this Agreement in the same manner as its transferor, and to have assumed the transferor's obligations pursuant to this Agreement with respect to such Transferred LLC Interest.

(iv) Transferor Not Released. Subject to the Act, no Transfer will relieve the transferor of any of the transferor's obligations under this Agreement without the approval of the Manager.

(v) Bankruptcy of a Member. In the event that any Member is adjudicated bankrupt or is deemed insolvent, or in the event of the winding up or liquidation of a Member, the legal representative of such Member will, upon written notice to the Company of the happening of any of such events, become an assignee of such Member's LLC Interest, subject to all of the terms of this Agreement as then in effect.

(vi) Non-Recognition of Invalid Transfers. In the event of any attempted or purported Transfer of an LLC Interest in contravention of any of the provisions of this Agreement, such attempted or purported Transfer of an LLC Interest will be null and void and ineffective to Transfer any interest in the Company and will not bind, or be recognized by or on the books of, the Company, and any attempted or purported transferee in such Transfer of an LLC Interest will not be or be treated as or deemed to be a Member for any purpose. In the event of such attempted or purported Transfer of an LLC Interest in contravention of any of the provisions of this Agreement, the Company and each other Member will, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such Transfer of an LLC Interest, and the offending Member will not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the provisions set forth in this Agreement concerning any such attempted or purported Transfer. In the event of any Transfer of an LLC Interest which, notwithstanding having been prohibited by the terms of this Agreement, is mandated by a court of final jurisdiction, the transferee will, to the maximum extent permitted by law, have no right to participate in any vote or consent of the Members in respect thereof.

(b) Expenses of Transfer; Indemnification. All expenses, including attorneys' fees and expenses, incurred by the Company or the Manager in connection with any Transfer will be fully borne, jointly and severally, by the transferring Member and such Member's transferee. In addition, such transferring Member and such transferee, jointly and severally, will indemnify the Company and the Manager against any damages, losses or liabilities to which any of them may become subject arising out of or based upon any false representation or warranty made by, or breach or failure to comply with any covenant or agreement of, such transferring Member or such transferee in connection with such Transfer.

(c) Additional Conditions of Transfer. Without limitation to any other conditions or restrictions set forth in this Section 7, the Company will not recognize for any purpose any purported Transfer of a Member's LLC Interest, and no transferee of such LLC Interest will be admitted as a substitute Member hereunder, unless all of the following conditions have been satisfied (or waived by the Manager):

(i) Such Transfer or admission will not:

(1) cause a dissolution of the Company under the Act;

(2) violate the Securities Act of 1933, as amended, any state securities or “Blue Sky” laws, or any other laws applicable to the Company or the LLC Interest to be Transferred;

(3) adversely affect the Company’s or any Subsidiary Entity’s ability to avoid “investment company” status under the Investment Company Act of 1940, as amended;

(4) cause the Manager or any of its Affiliates to be in violation of, or to be required to register as an investment adviser under, the Investment Advisers Act of 1940, as amended, or any other laws regulating investment advisers;

(5) jeopardize the status of the Company as a partnership for United States federal income tax purposes;

(6) cause a termination of the Company for federal income tax purposes;

(7) cause the Company or any Subsidiary Entity to be in violation of any organizational documents, subscription agreements, securityholder agreements or other agreements to which it is a party;

(8) result in the Transfer to or admission of any competitor of the Company or any Subsidiary Entity, any Affiliate of any such competitor, or any officer, director, manager, shareholder or member of any of the foregoing Persons (the determination of whether a Person is a competitor of the Company for purposes of this clause (8) to be made by the Manager); or

(9) cause the Company or any Subsidiary Entity otherwise to suffer any material adverse consequence.

(ii) The Manager will have been furnished with the documents effecting such Transfer, in form and substance satisfactory to the Manager, executed and acknowledged by both the transferor and the transferee.

(iii) Any and all necessary governmental filings and consents will have been made or obtained, including any necessary filing to reflect such admission in each jurisdiction in which such filing is necessary in order to qualify the Company to conduct business or to preserve the limited liability of the Members.

The determination as to satisfaction of the conditions set forth above in this Section 7(c) will be made by the Manager. The Manager may require reasonable evidence, in form and substance satisfactory to the Manager, as to satisfaction of the conditions set forth above in this Section 7(c) or elsewhere in this Section 7, including, without limitation, a favorable opinion or opinions of counsel, any such opinion to be in form and substance, and from counsel, acceptable to the Manager.

8. Right of First Offer and Redemption. Without limitation to any other restrictions on Transfers under this Agreement, any Transfer of an LLC Interest for value (other than a Permitted Transfer) will be subject to the right of first offer and tag-along right as provided in this Section 8.

(a) Right of First Offer; Notice. In the event of any proposed Transfer subject to this Section 8, the transferring Member will first offer to sell the entirety of the LLC Interest proposed to be transferred (the “Offered Interest”) to the other Members (collectively, the “Offerees”) by written notice (the “Offer Notice”) to the Manager and each of the Offerees specifying the aggregate purchase price (the “Offered Price”) and the other material terms and conditions of the offer.

(b) *Exercise.* Each of the Offerees will have the right, exercisable by delivery of notice in writing (the "Election Notice") to the Manager and the transferring Member on or before the date that is thirty (30) days after delivery of the Offer Notice (or, if such date is not a business day, the next business day), to elect to purchase its pro rata portion (based on the respective Percentage Interests of the Offerees) of the Offered Interest at such pro rata portion of the Offered Price and on the other terms and conditions set forth in the Offer Notice. In the event that some but not all of the Offerees have exercised such right, the Manager will give notice of such undersubscription to all exercising Offerees, specifying the unsubscribed balance of the Offered Interest, and each such exercising Offeree will have the right, exercisable by delivery of notice in writing to the Manager and the transferring Member on or before the date that is ten (10) days after delivery of such subsequent notice (or, if such date is not a business day, the next business day), to elect to purchase all or any part of the unsubscribed balance of the Offered Interest on the same terms and conditions; provided that, in the event of oversubscription for such balance, such balance will be allocated pro rata among such further exercising Offerees in accordance with their respective Percentage Interests or as such further exercising Offerees otherwise may agree.

(c) *Closing of Purchase.* If the foregoing right of the Offerees to purchase the entirety of the Offered Interest is exercised in full, then the closing of the purchase of the Offered Interest will be conducted through mutually acceptable escrow and closing instructions and will take place on the date that is seventy-five (75) days after the date of delivery of the Offer Notice (or, if such date is not a business day, the next business day) or such earlier date as is otherwise agreed to by the transferring Member and the Purchasers. Any exercising Offeree may designate, by written notice to the Manager and the transferring Member at any time on or before the third business day prior to the closing, such one or more Persons (including any Affiliate of such exercising Offeree), who may be in addition to or in lieu of such exercising Offeree, to make such purchase; provided, however, that the effectiveness of any such designation (other than designation of a Person that is then a Member) will be subject to the consent of the Manager, in each case, to the same extent as would apply if such designation were treated as a proposed Transfer of an LLC Interest by the designating Offeree to such designee (disregarding this Section 8 for purposes of this proviso). The Person or Persons purchasing the Offered Interest at the closing are collectively referred to herein as the "Purchasers." Recording, filing, transfer or similar taxes or charges arising in connection with the sale of the Offered Interest at the closing will be paid by the transferring Member, except as the transferring Member and the Purchasers otherwise may agree. At the closing:

(i) The Purchasers will deliver to the transferring Member an aggregate amount equal to the Offered Price in cash by wire transfer of immediately available funds;

(ii) The transferring Member will deliver to the Purchasers reasonably appropriate executed instruments of Transfer with respect to the Offered Interest, free and clear of all liens, encumbrances and adverse claims (other than restrictions under this Agreement) and otherwise in form and substance reasonably satisfactory to the Purchasers, and such other instruments as any Purchaser may reasonably require to complete the Transfer of the Offered Interest; and

(iii) The transferring Member and the Purchasers will execute, or cause to be executed, all other documents and take such other actions as may be reasonably necessary or desirable to effectuate the Transfer and to carry out the purposes of this Section 8, as reasonably determined by such parties.

(d) *Redemption.* Twenty-four (24) months after the date hereof and for the remainder of the life of the Company, the Company shall have the right to purchase all of the Class A Units and Class B Units from the holders for a purchase price of 3x's the amount of the Capital Contributions of the Class A Members originally provided originally as of the date hereof. Such amount shall not be reduced by any subsequent distributions.

9. Dissolution of the Company. The Company will be dissolved upon the happening of any of the following events:

- (i) The written election of the Manager to dissolve the Company;
- (ii) The sale or other disposition of all or substantially all of the assets of the Company; or
- (iii) The entry of a decree of judicial dissolution under the Act.

10. Financial and Accounting Matters.

(a) Books and Records; Reporting.

(i) The Manager will keep or cause to be kept complete and accurate books and records of the Company, using the same methods of accounting that are used in preparing the federal income tax returns of the Company to the extent applicable and otherwise in accordance with generally accepted accounting principles consistently applied. Such books and records will be maintained and available, in addition to any documents and information required to be furnished or made available to the Members under the Act, at the principal business office of the Company for examination and copying by any Member, or its duly authorized representative, at its reasonable request and at its expense during ordinary business hours. A current list of the full name and last known address of each Member and Manager, a copy of this Agreement, any amendments thereto and the Certificate of Formation, executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, or the Certificate of Formation has been executed, copies of the Company's financial statements and federal, state and local income tax returns and reports, if any, for each of the last six (6) fiscal years, will be maintained at the principal business office of the Company along with such other information, if any, as may be required to be made available to Members pursuant to Section 18-305 of the Act.

(ii) On or before the due date (including extensions) of the federal income tax return of the Company for each fiscal year of the Company, each Member will be furnished with copies of the Company's federal income tax return for the fiscal year then ended and any other tax information reasonably required for state or local tax purposes.

(b) Bank Accounts. Bank accounts and/or other accounts of the Company will be maintained in such banking and/or other financial institution(s) as will be selected by the Manager, and withdrawals will be made and other activity conducted on such signature or signatures as will be designated by the Manager.

(c) Fiscal Year. The fiscal year of the Company will end on December 31 of each year, unless otherwise determined by the Manager.

(d) Tax Matters Partner. The Manager will be the "tax matters partner" of the Company for purposes of the Code (the "Tax Matters Partner") until its bankruptcy, insolvency, resignation or the designation of its successor, whichever occurs sooner. The Tax Matters Partner is specifically directed and authorized to take whatever steps are necessary or desirable to perfect such designation, including filing any forms or documents with the Internal Revenue Service and taking such other action as may from time to time be required under the Treasury Regulations. The Tax Matters Partner will (i) furnish to each Member affected by an audit of the Company income tax returns a copy of each notice or other communication received from the IRS or applicable state authority, (ii) keep such Member informed of any administrative or judicial proceeding, as required by Section 6223(g) of the Code, and (iii) allow such Member an opportunity to participate in all such administrative and judicial Proceedings. The Tax Matters Partner will take such action as may be reasonably necessary to constitute each other Member a "notice partner" within the meaning of Section 6231(a)(8) of the Code, provided

that such other Member provides the Tax Matters Partner with the information that is necessary to take such action. Any subsequent "tax matters partner" that qualifies under the Code may be designated from time to time by the Manager or, in the absence of a Manager, by the Founder Member.

11. Miscellaneous.

(a) Confidentiality.

(i) "Confidential Information" means information delivered pursuant to this Agreement or otherwise in connection with a Member's interest in the Company that is proprietary in nature and that was clearly marked or labeled or otherwise adequately identified in writing when received as being confidential information of the Company or the Manager, including without limitation the terms and conditions of this Agreement; provided, however, that such term does not include information that: (1) was publicly known or otherwise known to a Member prior to the time of such disclosure, (2) subsequently becomes publicly known through no act or omission by a Member or any person acting on a Member's behalf, (3) otherwise becomes known to a Member other than through disclosure by the Company, (4) constitutes financial statements delivered to a Member pursuant to this Agreement that are otherwise publicly available or (5) is generally or specifically exempted by the Manager for use or disclosure upon such terms and conditions as the Manager may determine in its sole discretion.

(ii) Confidential Information may be used by a Member and its representatives only in connection with Company matters and in connection with the maintenance of its interest in the Company, except as otherwise permitted by the Manager. Members will maintain the confidentiality of any and all Confidential Information in accordance with internal procedures adopted by a Member in good faith to protect confidential information of third parties delivered to such Member.

(iii) Subject to the exceptions set forth in the definition of Confidential Information, Confidential Information will include the identity of each other Member and the amount of each other Member's investment in the Company. Notwithstanding the foregoing, any Member may disclose to other Persons the amount of its investment in the Company.

(b) Binding Effect. Subject to the restrictions on Transfers set forth herein, the terms of this Agreement will be binding upon and will inure to the benefit of the Manager and the Members, their respective successors, successors-in-title, heirs and assigns; and each and every successor-in-interest to any Member, whether such successor acquires a limited liability company interest by way of inheritance, gift, purchase, foreclosure or any other method, will hold such limited liability company interest subject to all of the terms and provisions of this Agreement.

(c) Amendment. The Manager is authorized to make amendments to this Agreement.

(d) Governing Law; Jurisdiction. This Agreement and the rights and obligations of the parties hereunder will be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, notwithstanding any choice of law rules to the contrary. If any party sues another party in a suit permitted by this Agreement, the party bringing the suit will do so in the courts of the Commonwealth of Massachusetts. The parties hereby irrevocably accept the personal jurisdiction of those courts in any such suit. For purposes of this Agreement, the term "suit" will include an action at law or in equity.

(e) Counterparts. This Agreement may be executed in any number of counterparts, all of which together will for all purposes constitute one Agreement, binding on all of the Manager and Members notwithstanding that all such parties have not signed the same counterpart.

(f) Notices. Any and all notices under this Agreement will be effective (i) on the fifth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) on the first business day after being sent by telecopy, by commercial expedited delivery service providing a receipt for delivery, or by electronic mail. All such notices in order to be effective will be addressed, if to the Company at its principal office hereunder, if to a Member or the Manager at the last address of record on the Company's books, and copies of such notices will also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

(g) Interpretation. As used herein, the singular will include the plural and the masculine gender will include the feminine and neuter, and vice-versa, unless the context otherwise requires.

(h) Entire Agreement. This Agreement, including all Schedules and Appendices attached hereto and the Certificate of Formation, which are hereby incorporated herein, embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

(i) Severability. If any provision of this Agreement is held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision will be excluded from this Agreement, (b) the balance of this Agreement will be interpreted as if such provision were so excluded, and (c) the balance of this Agreement will be enforceable in accordance with its terms.

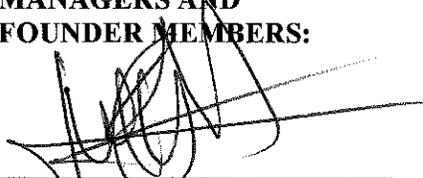
(j) Adequacy of Consideration. Each party acknowledges and agrees that upon the effectiveness of this Agreement, the party will be in receipt of valid and adequate consideration for its undertakings under this Agreement.

(k) No Third Party Beneficiaries. The parties intend this Agreement to benefit only themselves and any persons that become their respective successors, successors-in-title, heirs and assigns in accordance with the Agreement. The Agreement is expressly not intended for the benefit of any creditor of the Company (including any Member acting in its capacity as a creditor of the Company) or of any creditor of a Member, or for the benefit of any other person who is not a party to this Agreement.

*[Signatures on Next Page]*

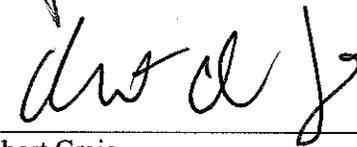
IN WITNESS WHEREOF, the Manager and the Members have executed this Agreement as of the date first above written.

**MANAGERS AND  
FOUNDER MEMBERS:**



---

Ivan Millan Pulecio



---

Robert Craig

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

**CLASS A MEMBER:**

THE POWER PLAY FUND I, L.P.  
(Print Name of Class A Member)

Centerman Capital, LLC

Its: General Partner

By:

  
Robert Craig, Managing Member

**CLASS B MEMBER:**

The 2002 Nannarone Children's Trust

By:

\_\_\_\_\_  
Len Nannarone, Trustee

**SCHEDULE A  
TO  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
SOL SOUL FAMILY FOODS, LLC**

**MEMBERS**

	<u>PERCENTAGE INTEREST</u>
<b>MANAGER and FOUNDER MEMBERS:</b>	
Ivan Millan Pulecio	25%
Robert Craig	1.7%

	<u>INITIAL CAPITAL CONTRIBUTION</u>	<u>PERCENTAGE INTEREST</u>
<b>CLASS A and B MEMBERS:</b>		
The Power Play Fund I, L.P. (Class A)	\$75,000	25%
2002 Nannarone Children's Trust (Class B)	\$15,000	5%
Karen & Lewis Kuchnir (Class A)	\$50,000	16.7%
Robert Craig (Class A)	\$60,000	10%
Thomas Lee	\$50,000	16.7%
<i>Subtotal</i>	<i>\$250,000</i>	<i>100%</i>

**APPENDIX I  
TO  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
SOL SOUL FAMILY FOODS, LLC**

**DEFINED TERMS**

Capitalized terms used in this Agreement will have the meanings specified in this Appendix I.

“Act” has the meaning set forth in the recitals to this Agreement.

“Affiliate” means, with respect to a specified Person, any other Person that directly or indirectly controls, is under common control with, or is controlled by, the specified Person. As used herein, the term “control” means the possession by a Person, directly or indirectly, of the power to direct or cause the direction of the management and policies of another Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the introductory paragraph to this Agreement.

“Capital Account” means a capital account maintained and adjusted in accordance with the Code and the Treasury Regulations, including the Treasury Regulations under Section 704(b)–(c) of the Code. For the purposes of this definition, a substitute Member will be deemed to have made the Capital Contributions to the Company which were made by the Member whom such substitute Member succeeds, and to have received from the Company the credits, allocations, and charges received from the Company by such former Member, such that the Capital Account of any such substitute Member will be the same as the Capital Account of such Member’s assignor.

“Capital Contribution” means the amount of cash and the agreed value of any other property contributed to the Company by a Member in accordance with the applicable provisions of this Agreement.

“Articles of Formation” has the meaning set forth in the recitals to this Agreement.

“Closing Date” means January 26, 2015.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provisions of succeeding law.

“Company” has the meaning set forth in the recitals of this Agreement.

“Distributable Proceeds” means cash or other property of the Company that the Manager reasonably determines is available for distribution to the Members. For avoidance of doubt, Distributable Proceeds does not include Capital Contributions and the proceeds of any loans made to the Company.

“Founder Consent” means the consent of the Founder Member (or, if at such time there is more than one Founder Member, the consent of Founder Members holding a majority of the Percentage Interests then held by all Founder Members). If at any time there is more than one Founder Member, all matters requiring the vote, consent, approval, decision or other act of the Founder Member or Founder Members collectively will be determined by Founder Consent as provided above, except as to such matters, if any, for which this Agreement requires the vote, consent, approval, decision or other act of all of the Founder Members.

“Founder Member” has the meaning set forth in the introductory paragraph to this Agreement, together with any Person hereinafter admitted as a Founder Member of the Company in accordance with the terms of this Agreement.

“GAAP” means generally accepted accounting principles in the United States.

“Immediate Family” (i) with respect to any individual, means his or her ancestors, spouse, issue, spouses of issue, siblings, spouses of siblings, any trustee or trustees of a trust, including without limitation successor and additional trustees, principally for the benefit of any one or more of such individuals, and any entity or entities all of the beneficial owners of which are such trusts and/or such individuals, but (ii) with respect to a legal representative or trustee, “Immediate Family” means the Immediate Family of the individual for whom such legal representative or trustee was appointed or of each of the principal beneficiaries of the trust, as the case may be. For purposes of determining the Immediate Family of any Person holding an equity interest in a Member, or any direct or indirect beneficial interest therein, such Person’s Immediate Family will include the Immediate Family of all holders of an equity interest in such Member, or of any direct or indirect beneficial interest therein.

“Initial Capital Contribution” has the meaning set forth in Section 4(b).

“LLC Interest” means a “limited liability company interest” within the meaning of Section 18-101(8) of the Act, together with all voting or consent rights (if any) and any other rights appertaining to such limited liability company interest under this Agreement. For purposes of this Agreement, each Member’s LLC Interest refers to the Member’s entire limited liability company interest in the Company, and includes the Member’s Percentage Interest.

“Manager” has the meaning set forth in the introductory paragraph to this Agreement, together with any Person hereinafter appointed as a Manager of the Company in accordance with the terms of this Agreement.

“Member” has the meaning set forth in the introductory paragraph to this Agreement, together with any Person hereinafter admitted as a Member of the Company in accordance with the terms of this Agreement. In the event that any Founder Member acquires or otherwise succeeds to the LLC Interest of any Class A Member, or any Class A Member acquires or otherwise succeeds to the LLC Interest of any Founder Member, including, without limitation, pursuant to Section 8, then such Person will be deemed to be both a Founder Member (with a separate LLC Interest attributable such Person’s status as a Founder Member) and an Class A Member (with a separate LLC Interest attributable such Person’s status as an Class A Member).

“New Securities” means, with respect to the Company (“Issuer”) equity securities of the Issuer, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities (including, without limitation, convertible debt securities), in each case, issued or proposed to be issued by the Issuer for cash in a capital raising transaction.

“Percentage Interest” means the percentage interest of a Member in the Company as set forth opposite such Member’s name in Schedule A, as adjusted from time to time in accordance with the provisions of this Agreement.

“Person” means any natural person or any general partnership, limited partnership, limited liability partnership, corporation, joint venture, trust, business trust, cooperative, association, or limited

liability company, including the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

“Transfer” (and corresponding grammatical variations thereof), with respect to an LLC Interest, means, when used as a noun, any sale, exchange, transfer, assignment, pledge, mortgage, hypothecation, grant of a security interest, or other disposition of an LLC Interest (or, unless expressly provided otherwise, any portion of an LLC Interest or any economic interest therein, including as a result of any participation or swap transaction), whether directly or indirectly, whether for value or otherwise, including by merger, consolidation, bankruptcy, divorce or other operation of law, whether absolute, contingent, as security or otherwise, or voluntary or involuntary.

“Treasury Regulations” means the Regulations promulgated under the Code, and any successor provisions to such Regulations, as such Regulations may be amended from time to time.

“Uninvested Capital” means, as of any date of determination, all cash Capital Contributions, if any, that have not been invested (other than in certificates of deposit, other interest-bearing deposits and other interim investments) or expended by the Company, as reasonably determined by the Manager.

“Veto Rights” means any of the following acts by the Company: (i) entering into any debt greater than \$100,000, (ii) any sale of all or substantially all of the assets of the Company, (iii) admission of a new Member, (iv) resignation or termination of any Manager, (v) any sale of the membership interests of the Company greater than 50% of the total interests and (vi) any change in the business of the Company.

**ASSIGNMENT OF LEASE**

**THIS ASSIGNMENT OF LEASE** (the "Assignment") is made and entered into this 12th day of February, 2015, by and between Asillem LLC, d.b.a Stone Hearth Pizza Company, P.O. Box 725 Sherborn, MA, 01770 (the "Assignor"), and Sol Soul Family Foods LLC, d.b.a. Hearth, 59 Mount Vernon Ave, Needham, MA 02492 (the "Assignee").

**WITNESSETH**

**WHEREAS**, by lease dated October 6, 2006, Simon II Associates LLC, a Massachusetts limited liability corporation, ( the "Landlord"), and Assignor, ( the "Tenant"), entered into a five (5) year lease agreement, ( the "Lease"), a copy of which is attached hereto as EXHIBIT A and made a part hereof, whereby Assignor leased from Landlord certain premises (the "Premises") consisting of approximately 2,800 rentable square feet on the ground floor level of 974 Great Plain Avenue, Needham, MA, of that certain building commonly known as 970-986 Great Plain Avenue, Needham, Massachusetts (the "Building"); and

**WHEREAS**, by Lease Memorialization Letter dated March 7, 2007, the Lease Commencement Date was memorialized as February 1, 2007 and the expiration date as January 31, 2012.

**WHEREAS**, by Amendment to Lease Agreement dated March 7, 2007, Second Amendment to Lease Agreement dated February 22, 2009, and Extension Agreement dated 2011, the Lease was amended and extended through January 31, 2017.

**WHEREAS**, Assignor desires to assign Assignor's interest under the Lease to Assignee, and Assignee is willing to accept such assignment in accordance with the terms, provisions and conditions of this Assignment;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Assignment of Lease by Assignor.

Assignor does, as of February 28, 2015 (the "Effective Date"), grant, convey and assign all of Assignor's interest under the Lease, to Assignee, subject to the terms and conditions of this Assignment.

2. Acceptance of Assignment and Assumption by Assignee.

As of the Effective Date, Assignee accepts the foregoing assignment and agrees to assume Assignor's obligations under the Lease subject to the terms hereof.

3. Prorations.

Upon the Effective, Assignor and Assignee shall appropriately adjust all payments due and to be made, from or by Assignor, under the Lease which relate to periods prior to the Effective Date and Assignee shall pay to Assignor any and all sums paid by Assignor under the Lease which relate to periods from and after the Effective Date.

4. Assignor's Representations.

ALL JS  
2/12/13  


4.1 EXHIBIT A is a true, correct and accurate copy of the Lease. There have been no modifications or amendments of or changes to the Lease.

4.2 All rent and additional rent, including without limitation, base rent, operating expenses, real estate taxes, electricity and other utility costs, building service charges, and all other costs and expenses payable by Assignor under the Lease have been paid in full through the Effective Date.

4.3 The Lease is in full force and effect and there are no defaults or violations thereunder on the part of either Assignor or Landlord.

5. Brokers.

Each party represents and warrants to the other that it has dealt with no broker in connection with this Agreement and the transactions of which this Agreement is a part. Each party does hereby agree to defend, indemnify and hold the other harmless from and against any and all claims of or liabilities to any broker other than the Broker (such indemnity to include, but not be limited to, reasonable attorneys' fees and disbursements) resulting from a breach by the indemnifying party of its representation and warranty in this Paragraph.

6. Liability of Assignee.

Notwithstanding any other provision contained herein to the contrary, Assignor and Landlord shall look only to the asset of Assignee for the satisfaction of any liability of Assignee hereunder and under the Lease, it being expressly understood and agreed that any partner, officer, director, shareholder, employee or agent of Assignee as an individual shall not be held personally liable for such obligations and Assignor and Landlord shall not pursue satisfaction of any judgment against Assignee against the assets of any individual partner, officer, director, shareholder, employee or agent of Assignee.

7. Notices.

All notices to Assignee under the Lease shall be sent to Assignee at the Premises as well as to the following address:

Sol Soul Family Foods LLC  
59 Mount Vernon Ave  
Needham, MA 02492

8. Miscellaneous.

8.1 This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, devisees, executors, administrators and personal representatives, successors and assigns.

8.2 This Assignment may be executed in counterparts and all so executed shall constitute one and the same agreement.

JS  
2/13

all  
2/12  
2

8.3 This Assignment shall be construed and enforced in accordance with the laws of the State of Massachusetts. The invalidity and unenforceability of any provision of this Assignment shall not affect or impair any other provision.

8.4 The captions of the sections of this Assignment are for convenience of reference only and are not to be interpreted as part of this Assignment.

8.5 This Assignment may not be changed, modified, discharged or terminated in any other manner than by an agreement in writing signed by the parties thereto or their respective successors and assigns.

9. Landlord's Consent. Notwithstanding any other provision hereof, this Assignment shall be subject to the consent of Landlord in the form attached hereto as EXHIBIT B.

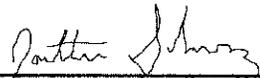
This consent shall not serve to waive or release Assignor from any liability under the Lease.

This Assignment has been executed on the date first written above.

All terms and conditions of the Lease, Amendment to Lease, Second Amendment to Lease, and Extension Agreement shall remain in full force and effect.

ASSIGNOR

**Asilem LLC**

By:   
Name: Jonathan Schwarz  
Title: Managing Member

ASSIGNEE

**Sol Soul Family Foods LLC**

By:   
Name: ROBERT CRAIK  
Title: MANAGING MEMBER

**EXHIBIT B**

**LANDLORD'S CONSENT**

Simon II Associates LLC ("Landlord") hereby consents and agrees to the foregoing Assignment of Lease from Asillem LLC, d.b.a Stone Hearth Pizza Company, ("Assignor"), to Sol Soul Family Foods LLC, ("Assignee").

This is a consent to the Assignment of the Lease to Assignee only and nothing herein shall be deemed to constitute a consent to any future assignment or sublease, however, notwithstanding anything to the contrary in the Lease, the following shall not be considered assignment or sublease transfers which require the prior written consent of Landlord: (i) the dissolution of Assignee and immediate reconstitution into a new partnership or a new corporation, or the addition or withdrawal of partners, or the reallocation of interests among partners of the partnership, or (ii) the assignment of the Lease or any sublease thereunder (A) to any affiliate of Assignee, or to a successor of Assignee into which or with which Assignee is merged or consolidated, (B) made in conjunction with the transfer of a majority of the assets of Assignee, or (C) arising from the acquisition of another company by Assignee.

This consent shall not serve to waive or release Assignor from any liability under the Lease.

Dated: February 7, 2015

LANDLORD:

Simon II Associates LLC

By: 

Name: Gary B Simon

Title: Manager

LEGAL NOTICE

TOWN OF NEEDHAM

Application for a Transfer of a Wine and Malt Liquor License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138 that Sol Soul Family Foods, Ivan Millan-Pulecio, Manager, has applied for the transfer of a license to sell alcoholic beverages of the following kind: Wine and Malt Only (7 days) beverages as a Restaurant at 974 Great Plain Avenue, Needham. The premise has 2,800 sq. ft., including a kitchen area, dining room and take out station. The dining area will provide seating capacity for 64 patrons. There is one entrance at the front of the building on Great Plain Avenue and two emergency exits at the rear of the building. The basement will be used for office and storage space.

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 23<sup>rd</sup> day of June 2015 at 7:00 o'clock p.m.

Board of Selectmen  
Licensing Board for the Town of Needham

Boston Globe  
June 13, 2015



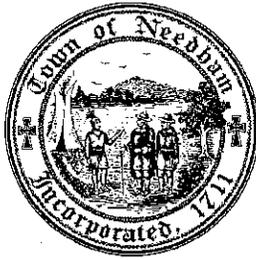
**Board of Selectmen  
TOWN OF NEEDHAM  
AGENDA FACT SHEET**

---

**MEETING DATE: 6/23/2015**

<b>Agenda Item</b>	Purple Heart Community Proclamation
<b>Presenter(s)</b>	Christopher Coleman, Assistant Town Manager/Operations Matt Ching, Deputy Director, West Suburban Veterans' District

<b>1.</b>	<b>BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED</b>		
<p>Mr. Coleman and Mr. Ching will request that the Board of Selectmen vote to proclaim that Needham is a Purple Heart Community and designate August 7<sup>th</sup> as Purple Heart Day in the Town of Needham.</p>			
<b>2.</b>	<b>VOTE REQUIRED BY BOARD OF SELECTMEN</b>	<b>YES</b>	<b>NO</b>
<p><i>Suggested Motion:</i> That the Board vote to proclaim that Needham is a Purple Heart Community and designate August 7<sup>th</sup> as Purple Heart Day in the Town of Needham.</p>			
<b>3.</b>	<b>BACK UP INFORMATION ATTACHED</b>	<b>YES</b>	<b>NO</b>
<p>a. Background Memo to Kate Fitzpatrick, Town Manager dated June 18, 2015 b. Proclamation – Purple Heart Community</p>			



**TOWN OF NEEDHAM**  
NORFOLK COUNTY MASSACHUSETTS

---

**NEEDHAM TOWN HALL**  
1471 Highland Avenue  
Needham, MA 02492  
TEL: 781-455-7500  
FAX: 781-449-4569  
TDD: 781-455-7558

Christopher T. Coleman  
Assistant Town Manager/  
Director of Operations

E-mail: [ccoleman@needhamma.gov](mailto:ccoleman@needhamma.gov)  
Web Site: [www.needhamma.gov](http://www.needhamma.gov)

---

To: Kate Fitzpatrick, Town Manager

From: Christopher Coleman, Assistant Town Manager/Director of Operations and Matt Ching, Deputy  
Director of Veterans Services, West Suburban Veterans District

Date: June 19, 2015

**RE: Becoming a Purple Heart Community**

The Military Order of Purple Heart has been encouraging communities and states around the country to declare themselves Purple Heart cities or towns for nearly a decade. As part of a continued effort to honor the men and women of the Town of Needham who have served bravely in the Armed Forces, I strongly recommend passage of this resolution. The Town of Needham has a unique opportunity to take one more step towards becoming the most veteran friendly community in the Commonwealth of Massachusetts.

Upon passage of this resolution, The Town of Needham will fly the Purple Heart Flag on the Town Common, Memorial Park and the Needham Heights Common on each and every August 7<sup>th</sup> beginning this year, in recognition of Purple Heart Day. In addition, we will explore installing signage at the entrances to the Town, in accordance with appropriate procedures for placing signage along the Town limits and State Highways.

We will communicate with other Boards/Trustees in the future to consider additional locations throughout the Town.

This would be another well deserved recognition by the Town of Needham for the sacrifices made by the men and women and their family members who served our country in the Armed Forces.

**PROCLAMATION**  
**Purple Heart Community**

**WHEREAS**, the people of the Town of Needham have great admiration and the utmost gratitude for the men and women who selflessly served their country and this community in the Armed Forces; and

**WHEREAS**, the contributions and sacrifices of the men and women from Needham who served in harm's way in the Armed Forces have been vital in maintaining the freedom and the way of life enjoyed by our citizens; and

**WHEREAS**, many of our citizens were awarded the Purple Heart for their sacrifice, having been wounded in action while engaged in combat; and

**WHEREAS**, the Purple Heart is the oldest American military decoration in present use and was initially created as The Badge of Military Merit on August 7, 1782 in Newburgh, New York by General George Washington. The award was made of purple cloth, shaped as a heart with the word "Merit" sewn upon it; and

**WHEREAS**, August 7 is nationally recognized as Purple Heart Appreciation Day;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Selectmen of the Town of Needham does hereby proclaim that Needham is a Purple Heart Community and that August 7<sup>th</sup> will be considered Purple Heart Day in Needham. The Board of Selectmen encourages residents and businesses to display the American Flag and recognize Purple Heart recipients on that day, honoring the service and sacrifice of our military personnel.

Signed this 23<sup>rd</sup> day of June, 2015

\_\_\_\_\_  
Maurice P. Handel, Chairman

\_\_\_\_\_  
Matthew D. Borrelli, Vice Chairman

\_\_\_\_\_  
Marianne B. Cooley, Clerk

\_\_\_\_\_  
John A. Bulian

\_\_\_\_\_  
Daniel P. Matthews



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

---

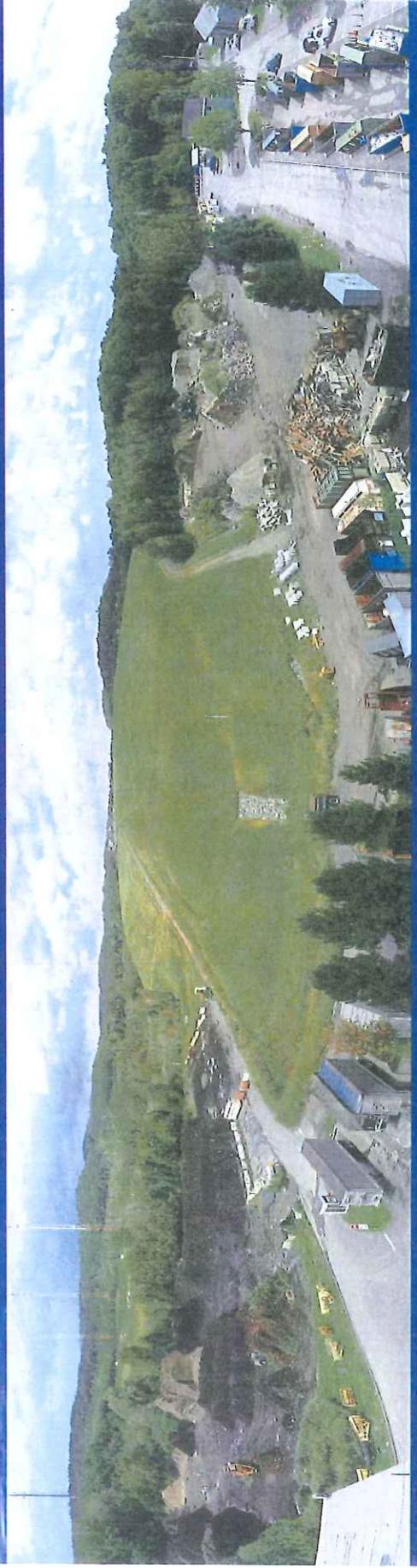
**MEETING DATE: 06/23/2015**

<b>Agenda Item</b>	Director of Public Works- RTS/Solid Waste Update
<b>Presenter(s)</b>	Rick Merson, Director of Public Works Greg Smith, RTS Superintendent

<b>1.</b>	<b>BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED</b>		
	Mr. Merson and Mr. Smith will provide a general overview of operations and planned improvements at the RTS.		
<b>2.</b>	<b>VOTE REQUIRED BY BOARD OF SELECTMEN</b>	<b>YES</b>	<b>NO</b>
<b>3.</b>	<b>BACK UP INFORMATION ATTACHED</b>	<b>YES</b>	<b>NO</b>
	a.) "Operational Overview of Needham RTS" presentation		

# Operational Overview of Needham RTS

Board of Selectmen Meeting  
June 23, 2015



# Introduction

- What is the RTS?
- What is processed daily?
  - Trash and recyclables
    - How are trash and recyclables handled/disposed of?
  - Composting operations
  - Materials processing area
- Landfill
- Solar Array Project
- Future plans for the RTS
  - Challenges
  - Opportunities
- Conclusion

# What is the Needham RTS?



Scale: 1" = 40'

- Approximately 30 acre site that consists of a transfer station, closed landfill, composting area and a materials processing area
- Surrounded on three sides by wetlands and Central Avenue
- Landfill was closed and in mid-1990s

- Facility is managed by a Superintendent and Assistant Superintendent, and manned by 1 Working Foreman, 1 Specialist, 3 Heavy Equipment Operators and 2 laborers
- Hire summer help and ask other Division staff for assistance on Saturdays

- Facility accepts both residential and commercial wastes
- Residents are not charged a fee for a sticker to use facility
- Commercial haulers must purchase a sticker and pay to dispose of their trash

# What do we process annually?



Scale: 1" = 40'

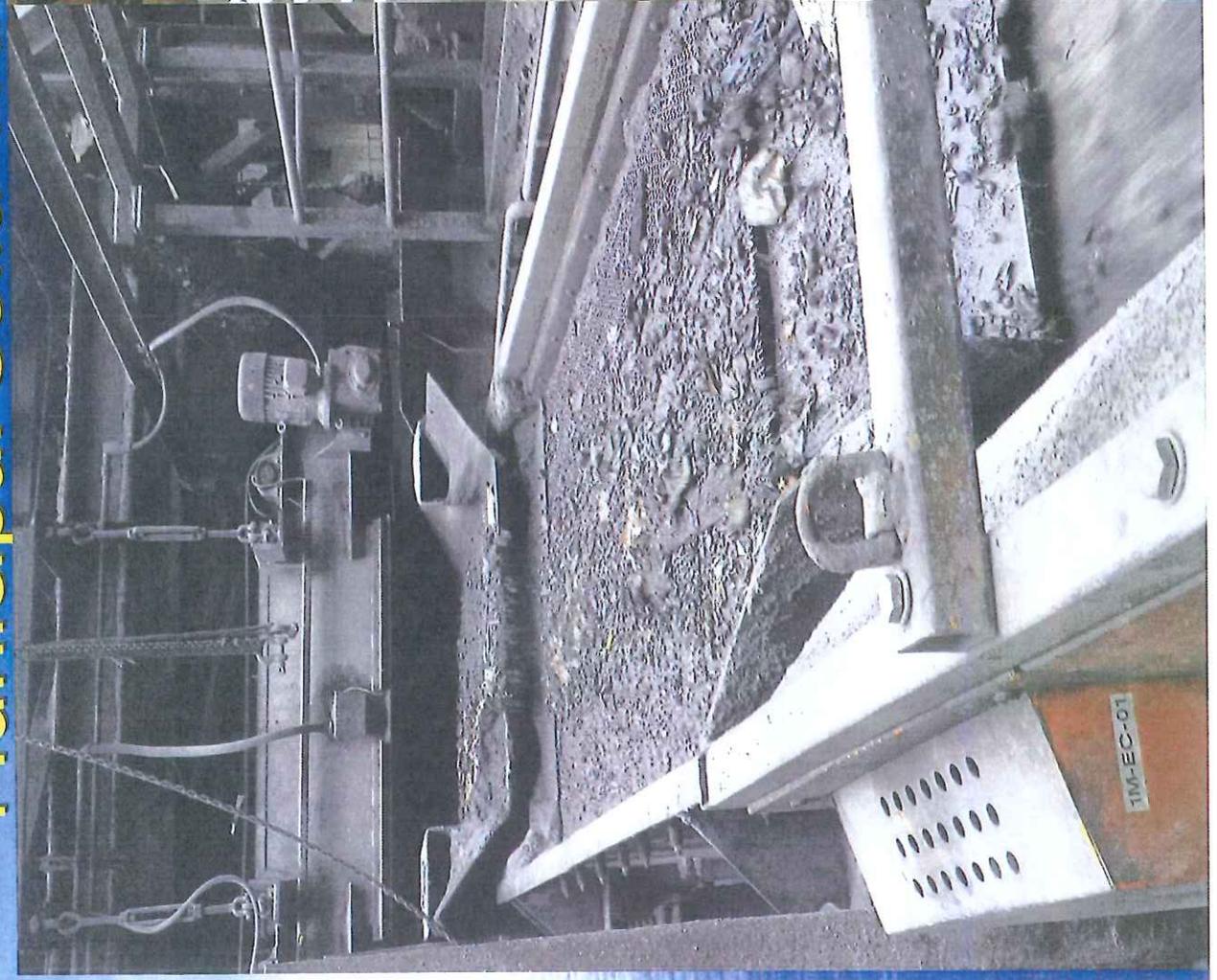
• In 2014, RTS processed 7,959 tons of municipal solid waste (MSW)

• 3,771 tons of glass, plastics, cardboard and steel/tin cans were processed

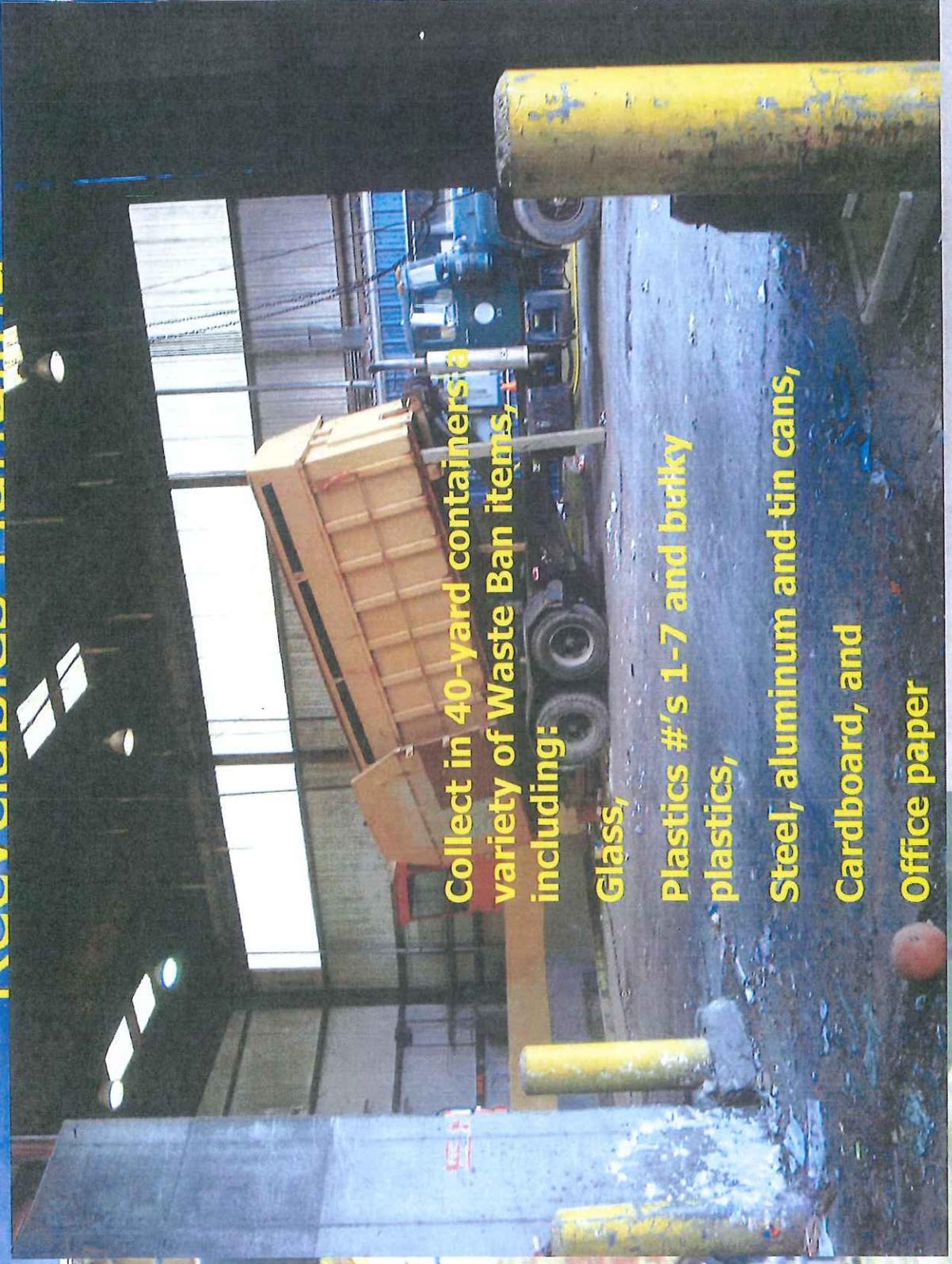
• 517 tons of electronic wastes, tires, textiles, books, scrap metal, propane tanks and batteries were collected

• 9,274 tons of leaves, grass and food wastes were processed for compost

# Municipal Solid Waste Processing



# Recyclables Handling



Collect in 40-yard containers a variety of Waste Ban items, including:

Glass,

Plastics #'s 1-7 and bulky plastics,

Steel, aluminum and tin cans,

Cardboard, and

Office paper

# RTS Composting Operations



• In 2014, RTS Composting Operations processed and sold 4,000 cubic yards (2,687 tons) of compost to AgResource, Inc.

# RTS Materials Processing Area



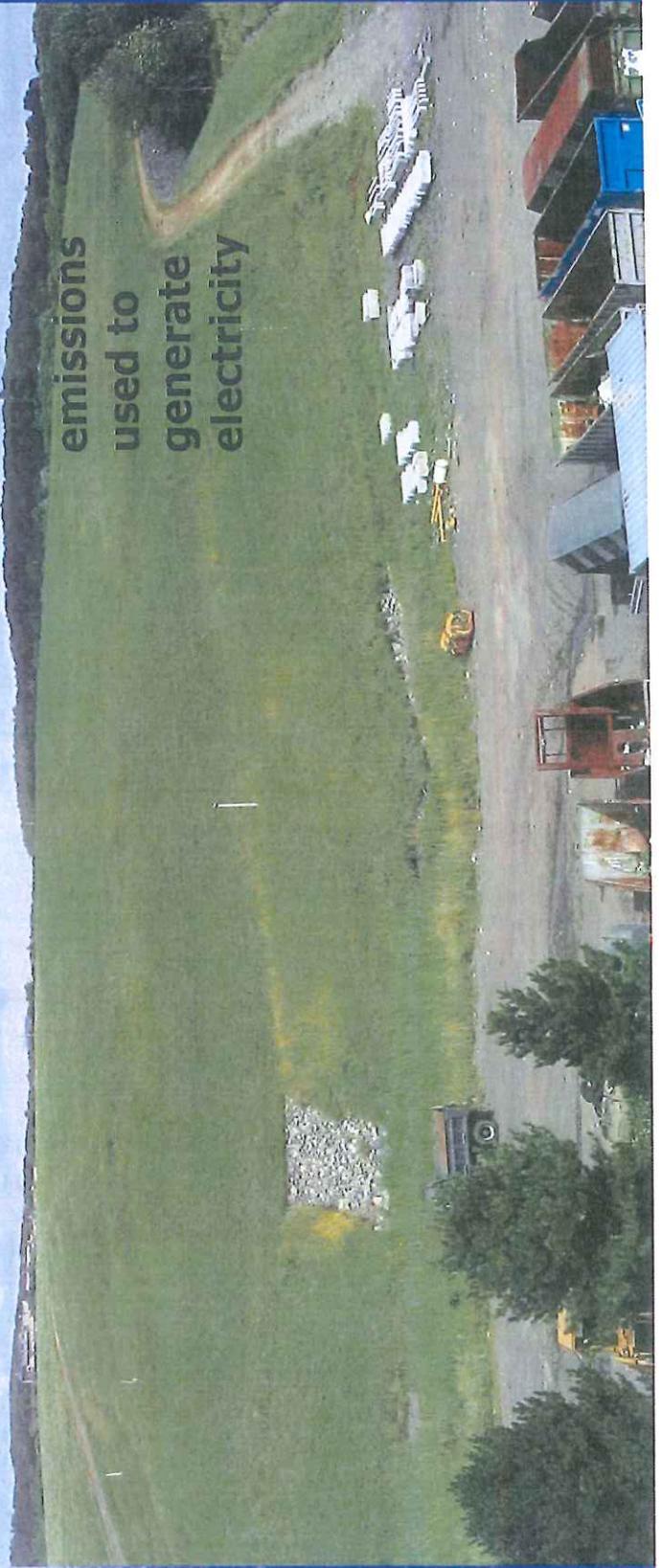
# Needham Landfill

- Landfill closed in mid-1990's due to federal and state concerns about adverse impacts to drinking water
- Landfill is not lined at its base
- Landfill was capped with geo-synthetic liner atop of trash and covered with 18" of sand and loam to encourage the growth of grass
- Liner prevents rain from entering landfill and creating leachate, which is harmful to groundwater supplies
- Landfill has series of flares that burn off methane, a greenhouse gas
- Landfill is inspected daily by consulting firm hired town to ensure it is compliant with all federal and state regulations



# Needham Landfill- Solar Array Project

- Landfill will be the future site of Needham's first solar array
- Project is expected to begin later this spring and should be completed by late Fall 2015
- Project will provide significant financial benefits to the town while reducing greenhouse emissions used to generate electricity





# Challenges

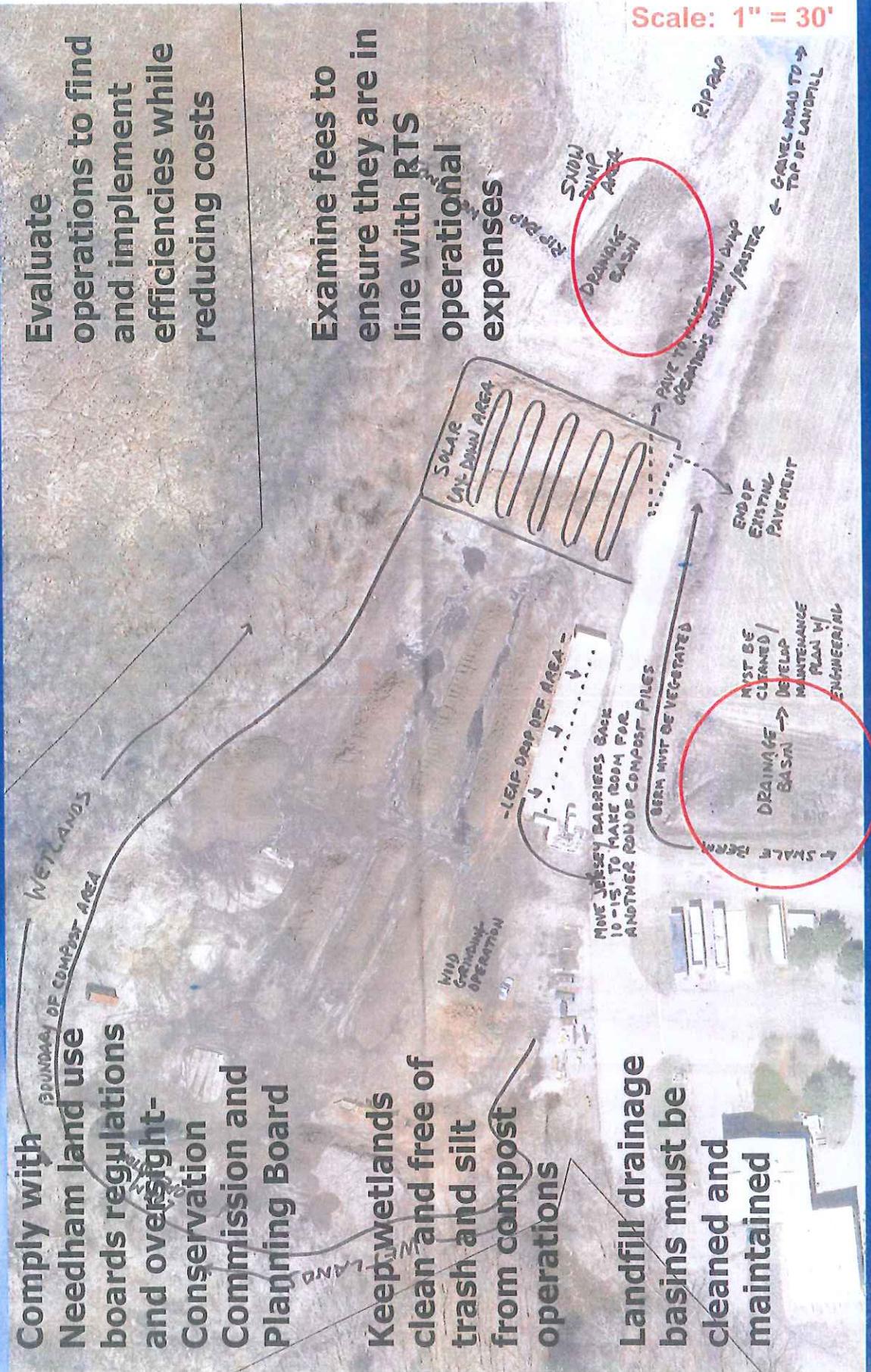
Comply with  
Needham land use  
boards regulations  
and oversight-  
Conservation and  
Commission and  
Planning Board

Keep wetlands  
clean and free of  
trash and silt  
from compost  
operations

Landfill drainage  
basins must be  
cleaned and  
maintained

Evaluate  
operations to find  
and implement  
efficiencies while  
reducing costs

Examine fees to  
ensure they are in  
line with RTS  
operational  
expenses

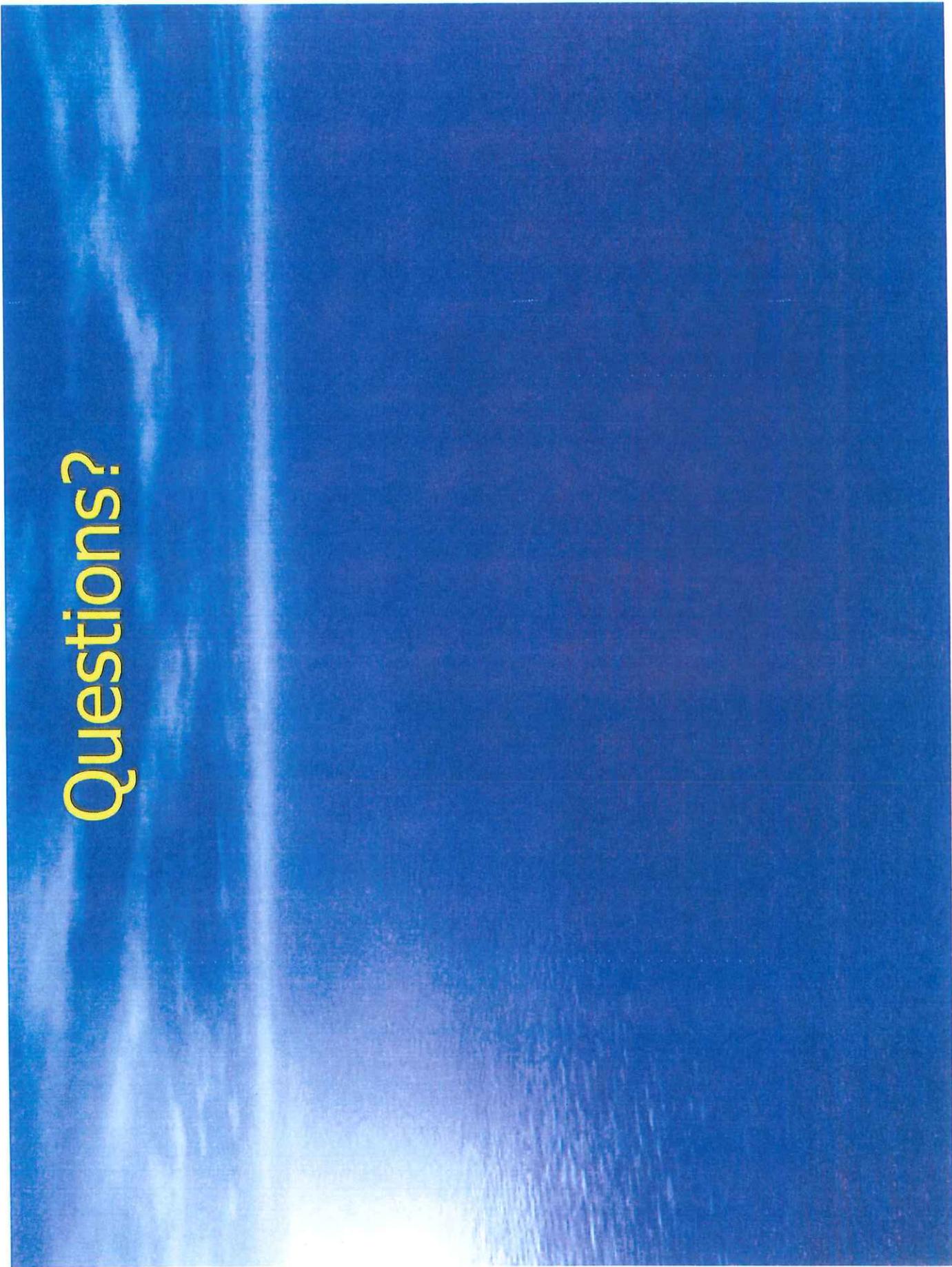




## Conclusion

- RTS is a highly visible public facility that handles the majority of trash and recyclables that are generated in Needham
- Staff are undertaking many initiatives that will both significantly improve the visual aspects of the facility while also improving the overall level of efficiency
- Longer term plans are to further evaluate operations to determine what operational changes might be proposed to Selectmen

Questions?





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

**MEETING DATE: 06/23/2015**

<b>Agenda Item</b>	Set Water and Sewer Rates
<b>Presenter(s)</b>	David Davison, Assistant Town Manager/Finance Richard Merson, Director of Public Works Evelyn Poness, Town Treasurer/Collector

**1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

The Board held a Public Hearing regarding the Sewer and Water Rates at its June 9, 2015 meeting. The Water and Sewer Rate Structure Committee voted to recommend the rate structure that was presented to the Board on June 9, 2015. The rate structure presented to the Board is a phased approach, with the expected increase to be done in two steps. Effective for FY2016 some of the regular water step rates are lowered to help mitigate the increases to the sewer step rates and an additional increase in the sewer steps rates for FY2017. Water irrigation step rates are proposed to increase slightly and the regular water step one and step four rates would increase as well effective for FY2016; there is no water rate change anticipated for FY2017.

**2. VOTE REQUIRED BY BOARD OF SELECTMEN**      **[YES]**      NO

Suggested Motion: Move that the Board approve the proposed water and sewer rates identified on Schedule WS and that they be effective July 1, 2015; further that the Board approve a Septage Disposal fee of \$85.00 per 1,000 gallons.

**SCHEDULE WS**

Description	Current Rate	Proposed Rate	\$ Change
Basic Service Fee - Quarterly	\$15.00	\$15.00	\$0.00
Basic Service Fee - Monthly	\$5.00	\$5.00	\$0.00
<b>Water - Regular</b>			
Step 1	\$3.00	\$3.10	\$0.10
Step 2	\$3.75	\$3.40	-\$0.35
Step 3	\$4.60	\$4.30	-\$0.30
Step 4	\$5.06	\$5.10	\$0.04
<b>Second Meter Fee - Quarterly</b>	\$4.00	\$4.00	
<b>Second Meter Fee - Monthly</b>	\$1.34	\$1.34	
<b>Water - Irrigation</b>			
Step 1	\$5.06	\$5.10	\$0.04
Step 2	\$5.46	\$5.50	\$0.04
Step 3	\$6.06	\$6.10	\$0.04
Step 4	\$8.01	\$8.10	\$0.09
<b>Basic Sewer Fee - Quarterly</b>	\$9.00	\$9.00	
<b>Basic Sewer Fee - Monthly</b>	\$3.00	\$3.00	
<b>Sewer</b>			
Step 1	\$8.40	\$8.49	\$0.09
Step 2	\$8.40	\$8.99	\$0.59
Step 3	\$9.85	\$9.99	\$0.14
Step 4	\$10.67	\$10.99	\$0.32

Note step rates are per 100 cubic feet.



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

---

<b>3.</b>	<b>BACK UP INFORMATION</b>	<b>YES</b>	<b>NO</b>
<b>(Describe backup below)</b> a. None			

dbd 06/17/2015



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

---

**MEETING DATE: 6/23/2015**

<b>Agenda Item</b>	Town Manager's Report
<b>Presenter(s)</b>	Kate Fitzpatrick, Town Manager

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



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

---

**MEETING DATE: 06/23/2015**

<b>Agenda Item</b>	Committee Reports
<b>Presenter(s)</b>	Board Discussion

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

**Town of Needham  
Board of Selectmen  
Minutes for May 26, 2015  
Selectmen's Chamber  
Needham Town Hall**

6:45 p.m. Informal Meeting with Citizens: Doug Fox, 43 Marked Tree Road spoke with the Board about food trucks in Needham. He said food trucks are an emerging trend that do not compete with "brick and mortar" businesses. He commented on the website [www.nlc.org](http://www.nlc.org) and an article titled "Food on Wheels: Best Practices for Integrating Food Trucks into City Life."

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, Daniel P. Matthews, John A. Bulian, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt.

7:00 p.m. Certificate of Appreciation - Ron Sockol:  
Mr. Handel read a Certificate of Appreciation recognizing Ron Sockol on his 31 years of service to the Town of Needham. He noted the attendance of the Trustees of Memorial Park.

Mr. Bulian commented on Mr. Sockol's work over the years, particularly the care and interest he showed in maintaining Memorial Park.

Mr. Handel acknowledged the monetary donation made by Ron and Lois Sockol to Memorial Park and the Town of Needham.

Jim Healy, member of the Trustees of Memorial Park thanked Mr. Sockol for his service to the Town of Needham, as well as his service to the country.

7:05 p.m. Public Hearing - Transfer of All Alcoholic Beverages Hotel License - Sheraton Needham:  
Brian Smith, Proposed Manager and Andrew Upton, Attorney appeared before the Board 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.

Ms. Fitzpatrick indicated all paperwork is in order.

Mr. Handel asked for Board comment. No comments were made.

Mr. Handel invited public comment. No comments were made.

**Motion by Mr. Bulian 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 approval.**

**Second: Mr. Borrelli. Unanimously approved 5-0.**

Mr. Matthews reminded Mr. Smith of the alcohol laws in Needham. He commented the rules must be followed and that the Town will be strict about enforcement.

Mr. Borrelli asked Mr. Smith for a synopsis of his experience in the hotel industry.

7:10 p.m.

Public Hearing - Transfer of All Alcoholic Beverages License - Fuji Steak House: Zhong Wen Huang, Proposed Manager and Christopher E. Coleman, Esq., appeared before the Board 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. Mr. Wen Huang also seeks a waiver of Town of Needham Regulations for the Sale of Alcoholic Beverages: Section 3.1 Service Bar/Waiting Area.

Ms. Fitzpatrick indicated all paperwork is in order.

Mr. Handel asked for Board comment.

Mr. Matthews reminded the Mr. Huang of the alcohol laws in Needham.

Mr. Handel invited public comment. No comments were made.

**Motion by Mr. Bulian 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 approval.**

**Second: Mr. Borrelli. Unanimously approved 5-0.**

7:12 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**

- 1. Human Rights Committee                      Zahra Haghghatjoo (term expires 6/30/18)**

**CONSENT AGENDA**

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

**Second: Mr. Borrelli. Unanimously approved 5-0.**

Mr. Bulian noted the accepted donation of \$7,914.67 from Ron and Lois Sockol for the maintenance of Memorial Park Garden.

7:15 p.m. Public Hearing - Teleport Communications America - Kendrick Street:  
David Edgar, Siena Engineering Group, Inc., appeared before the Board requesting permission to lay, maintain, and operate fiber optic cables along the public way on Kendrick Street. Mr. Edgar stated 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.

Mr. Handel asked for Board comment.

Mr. Borrelli asked about timing and whether the project will impact the "Add-A-Lane" project.

Mr. Handel invited public comment. No comments were made.

**Motion by Mr. Bulian 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 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.**

**Second: Mr. Borrelli. Unanimously approved 5-0.**

7:20 p.m. ADA Trail at the Needham Reservoir:  
Patty Carey, Director of Park & Recreation and Matt Varrell, Director of Conservation appeared before the Board with an update on the status of the ADA Trail at the Needham Reservoir which is currently under design through CPA funding.

Mr. Varrell gave a brief outline stating the new trail will upgrade the existing trail. He said 3 public hearings were held in which the public had an opportunity to voice concerns and/or ideas. He said the hearings were positive and productive. He reviewed the concept plan for the area, referring to the general trail, specific areas, and enhancements. He said the trail will be fully accessible and include access to the water's edge and a fishing dock.

Mr. Handel said it is a very nice project for everyone in the Town.

Mr. Borrelli said the reservoir is an underused resource in Town, and will be terrific when finished.

Ms. Carey commented helical piles will be used in the project.

Ms. Cooley asked for clarification on the helical piles, based upon feedback from the DEP on other Town projects.

Mr. Varrell said he will follow up with the DEP to find out when helical piles are required and when other options can be considered.

Ms. Fitzpatrick said one of the Board's goals is to expand access to fishing.

The Board thanked Ms. Carey and Mr. Varrell for their work.

7:35 p.m.

Mixed Use - 128 Residential Overlay Zoning Proposal:

Matt Talcoff, Chairman, Council of Economic Advisors and Devra Bailin, Director of Economic Development appeared before the Board with an update on the work of the Council of Economic Advisors (CEA) to prepare a proposal for a zoning overlay district that would allow residential use in the Mixed Use - 128 District.

Ms. Bailin said a proposed residential overlay district in the Mixed Use - 128 District dates back to 2001. She said at that time it was opposed by the neighborhood and therefore withdrawn by the Planning Board. Ms. Bailin said the climate has changed and based on meetings held by the CEA, there is now tremendous support in the business community, as many have realized it is important to have residential development to spur economic development. Ms. Bailin discussed information contained in the "128 Mixed Use District, Fiscal Profile of Multi-family Housing Option" dated March 9, 2015 as prepared by John Connery Associates and "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" dated May 13, 2015 as prepared by John Connery Associates and revised by the CEA. Ms. Bailin said the CEA recommends the zoning proposal to move forward, subject to public hearing before the Planning Board. Ms. Bailin commented the zoning proposal may "jump start" the area, but cautioned development will take a very long time.

Matt Talcoff commented the fiscal benefits in the proposal do not account for all of the untapped value that will happen along with development. He clarified the Mixed Use - 128 Residential Overlay District/Highland Commercial area is in the vicinity of Staples on Highland Avenue.

Mr. Bulian asked for clarification on the affordability requirement. He said the proposal is very "forward thinking."

Mr. Borrelli agreed it is a smart proposal and the Town needs more apartments and condominiums. He asked about the affordability component of the proposal.

Mr. Handel commented on having a “cushion” above the 10% affordability requirement so the Town maintains control over its own zoning.

The Board thanked Ms. Bailin and Mr. Talcoff for their work.

7:45 p.m.

Town Manager:

Kate Fitzpatrick, Town Manager appeared before the Board with three items to discuss:

1. Boston Region MPO - Transportation Improvement Program Highway Funding  
Ms. Fitzpatrick said that 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.

Ms. Fitzpatrick recommended that the Board submit additional correspondence to the MPO in advance of its next vote.

**Motion by Mr. Bulian that the Board approve and sign a letter of support for the Highland Avenue/Needham Street corridor project to the Boston Region MPO.**

**Second: Ms. Cooley. Unanimously approved 5-0.**

2. Management Fellow Report

Christopher Coleman, Assistant Town Manager/Operations and Elizabeth Dennis, Director of Human Resources appeared before the Board to introduce Chuck Murphy-Romboletti, who is completing his first year as a Management Fellow for the Town.

Mr. Coleman thanked the Town for its support with the recommendation to fund the Management Fellow position in FY2016. He gave a brief overview stating the program provides individuals interested in making a career in local government the opportunity to further their education by earning a Certificate in Public Administration from Suffolk University.

Ms. Dennis commented on the process to fill the position, saying 35 applications were received.

Chuck Murphy-Romboletti thanked the Board for the opportunity and gave an overview of the work he has been doing for the Town. He commented on projects he has been working on including health insurance, retiree health insurance reimbursements, as well as work with various committees. Mr. Murphy-Romboletti said he has attended several MMA meetings.

Mr. Handel thanked Mr. Murphy-Romboletti and stated he is making a meaningful contribution to the Town.

3. Town Manager Report

Ms. Fitzpatrick reported that Tim McDonald, Director of Public Health has been successful in getting grant funding for substance abuse prevention, as well as a sharps container, which will be located at the RTS.

7:55 p.m. Board Discussion:

1. Medical Marijuana Application Process

The Board discussed the new application process for Registered Marijuana Dispensaries and considered strategies for reviewing requests for support or non-opposition from applicants.

Mr. Matthews elaborated on the process of reviewing requests and furnishing a letter of support or non-opposition as part of the application. He said the State Department of Health re-wrote the process to award licenses, which he said is better for learning about an applicant. Mr. Matthews discussed the stages of applying, including the initial application, management review, and siting. He stated the process to file an application of intent begins on June 29, 2015. He commented there is no rush for the Board of Selectmen to make a decision, should it receive a request for a letter of support or non-opposition, because under the new 3-stage process a potential dispensary cannot advance past the first stage without an invitation from the State.

Mr. Handel clarified it is not conditional to get an invitation to have a letter of support or non-opposition.

Mr. Matthews concurred, stating that if a business receives a siting invitation, a siting application must then be filed for a specific location, at which point a letter of support or non-opposition is needed.

The Board continued discussion regarding the overall application process, furnishing letters of support or non-opposition, the public hearing process, and siting.

2. Committee Reports

No Committee Reports were made.

8:20 p.m. Executive Session (Exceptions 2, 3, & 6)

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

**Exception 2 - To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel.**

**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.**

**Exception 6 - To consider the purchase, exchange, lease or value of real estate, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. Not to return to open session prior to adjournment.**

**Second: Mr. Borrelli. Mr. Handel polled the Board. 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=>**

Note: The meeting adjourned at 9:20 p.m.

**Town of Needham  
Board of Selectmen  
Minutes for June 9, 2015  
Selectmen's Chamber  
Needham Town Hall**

6:45 p.m. Freedom Shrine Dedication - Needham Exchange Club: Cindy Chaston and Bill Dermody presented the Board with the Freedom Shrine on the lower level of Town Hall.

6:50 p.m. Informal Session: Jean Pages, 7 Broad Meadow Road spoke with the Board suggesting the Town consider hiring a consultant to design an evergreen barrier as a way to reduce noise pollution and carcinogens in the vicinity of the proposed 40B housing complex on Greendale Avenue.

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, Daniel P. Matthews, John A. Bulian, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt. Marianne B. Cooley was not present.

Mr. Handel noted the Needham Exchange Club presented the Town a new Freedom Shrine, located on the lower level of Town Hall. He invited the public to view the Shrine.

7:00 p.m. Public Hearing - Setting 2017 Water & Sewer Rates:  
David Davison, Assistant Town Manager/Finance, Evelyn Poness, Town Treasurer/Collector, Bob Lewis, Assistant DPW Director, John Cosgrove, Chairman, Water and Sewer Rate Structure Committee, and Steve Rosenstock, member, Water and Sewer Rate Structure Committee appeared before the Board to discuss water and sewer rates as proposed and explained in the June 5, 2015 memo to the Board of Selectmen. It is anticipated that the Board of Selectmen will vote on final water and sewer rates at its meeting on June 23, 2015. Mr. Davison said the rates proposed are to be effective July 1, 2015.

Mr. Davison said the Water and Sewer Rate Structure Committee also considered whether or not the Town should change its primary source of water supply from Town wells, to buying MWRA water. He said the Committee recommends that the Town remain with its current water supply process of Town wells first, and MWRA as backup.

Mr. Davison said the Committee supports the proposed water and sewer rate schedule which was designed to lessen the financial impact of the needed higher sewer rates on the average residential customer by lowering the step 2 and 3 regular water use rates. He said the increase in the average annual regular water/sewer bill

for FY2016 would be 1.5% and the estimated increase for FY2017 would increase the annual bill by 2.8%.

Mr. Handel invited public comment. No comments were made, and it was noted no one from the public attended the hearing.

Mr. Handel asked for Board comment.

Mr. Bulian asked what percent of households are within step 1. He also asked whether the Water and Sewer Rate Structure Committee considered outdoor water use in its analysis.

Mr. Borrelli thanked the Committee for its work. He asked if more could be gained from the irrigation rates. He also asked if there was any way to defray an increase for residents in step 1, noting most are probably senior citizens or single people. He asked about future rate increases in 2016, 2017, and 2018.

Mr. Handel asked what the quarterly water bill is for the average household in step 1. He wondered if a significant extra burden is being placed on folks in step 1.

Mr. Matthews commented most households do not stay within step 1. He said the key is sustainability of the operation. He commented on conflicting public goals in water policy, noting a resident who was appalled that water conservation causes the rates to go up. He said water conservation is important so as not to overuse the system and to have water available when needed. He said the public is not billed for pipes, meters, repairs, or testing, but billed only for water used. He said the Town has done a good job dealing with well intentioned State policies that really do not think through the detail of how it works for the ordinary citizen. Mr. Matthews asked for clarification on sewer usage and whether the level of funding from the rate structure is keeping the system in good order. He said he is satisfied with the work of the Committee and its recommendations.

Mr. Handel thanked Mr. Davison and members of the Water and Sewer Rate Structure Committee for their work.

7:50 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. Accept a \$20 donation made to the Needham Health Department's Gift of Warmth fund from the Roman Catholic Archbishop of Boston, St. Bartholomew Parish in Needham.**

2. **Accept a \$50 donation made to Needham Youth Services from Peter and Alison Atallah of Needham. The monies will be used to sponsor the Project VAN program.**
3. **Accept gift of \$392,000 from Normandy GAP-V Development for the Trip Advisor Inflow/Infiltration Removal Obligation at 400 First Avenue.**
4. **Accept gift of a framed painting of the Blue Tree that was painted by Liz Boston, and her donation in the amount of \$50 to be used for the activities surrounding the Blue Tree. Liz’s grandfather was a former arborist for the Town of Needham.**
5. **Water & Sewer Abatement Order No. 1200.**
6. **Accept a \$500 donation made to Needham Youth Services from the Needham Women’s Club. They would like the monies to be used to sponsor Needham Youth Services “A Conversation” program.**
7. **Approve request from Town Clerk for election worker rate increases as follows: effective 7/1/2015: Wardens/\$175; Clerks/\$175; Inspectors \$145 and effective 7/1/2016: Wardens/\$200; Clerks/\$200; and Inspectors \$170.**
8. **Ratify that the Board vote to award Certificate of Achievement for Ron Sockol, which had been presented at its meeting of May 26, 2015 in recognition of 31 years of distinguished service to the Town of Needham.**
9. **Grant Permission for the following residents to hold a block party:**

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Ratify – Karen Lefkowitz	35 Livingston Circle	Livingston Circle	5/25/15	n/a	3pm-7pm
Ratify – Robert Klein	11 Andrea Circle	Andrea Circle	5/31/15	n/a	12pm-4:30pm
Ratify – Jennifer Berk- new date	10 Hollow Ridge Road	Hollow Ridge Road	6/13/15 <del>6/20/15</del>	n/a	4pm-10pm

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

7:50 p.m.

Town Manager:

Kate Fitzpatrick, Town Manager appeared before the Board with 3 items to discuss:

1. Revised Food Truck Policy

Ms. Fitzpatrick told the Board there are circumstances when food trucks want to come to designated areas in Needham, but not for the entire season. She recommended the Board approve regulations allowing food truck operators a one week permit.

**Motion by Mr. Bulian that the Board vote to approve revised Regulation of Food Trucks policy BOS-LIC-013 which includes under Section 4: Permitting, item #4.7 as included in attached revised policy.**

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

2. Sign Notice of Traffic Regulation - Memorial Park Parking Lot

Ms. Fitzpatrick said the Town collaborated with Memorial Park Trustees to address parking issues at the Memorial Park parking lot. She said it is important that students using the Memorial Park parking lot park safely and appropriately. Ms. Fitzpatrick recommended the Board adopt revised regulations.

**Motion by Mr. Bulian that the Board vote to approve and sign the Notice of Traffic Regulation Permit #P15-06-09 for the Memorial Park Parking Lot, Parking Prohibited, In all striped areas designated and as shown on the accompanying plan: 1) Highland Avenue entrance, north side, from Highland Avenue to 65 feet east; Highland Avenue entrance, south side, from Highland Avenue for 100 feet east; Rosemary Street entrance, west side, from Rosemary Street for 60 feet south; Along the east edge of the parking lot from the southeast corner to 95 feet north of the southeast corner; Along the south edge of the parking lot from the southwest corner for 25 feet east; At the tree planter island for 40 feet west; and 2) in all areas not designated as a parking space.**

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

Mr. Matthews commented that while the parking lot is not part of the high school property, Memorial Park Trustees have allowed students to use the lot. He said DPW and emergency vehicles must be able to access the field through the parking lot. He said safety is of utmost importance, and noted tickets will be issued to cars parked in violation.

3. Town Manager's Report

No additional items were discussed.

8:10 p.m.

Board Discussion:

1. High School Overcrowding Considerations

Mr. Handel asked for Board comments and/or questions regarding possible remedies for overcrowding at Needham High School.

Mr. Borrelli said the amount of funding for expansion was originally budgeted at approximately \$4 million within the levy. He said recent figures upward of \$6 million and lack of time to review the report raised many questions. Mr. Borrelli suggested other options may include modulars for storage, offsite areas, and/or conversion of current space.

Mr. Bulian said it is clear to him that the high school is overcrowded. He noted the potential for approximately 500 units of new residential apartments, which will add

more children at the high school. He said he depends on school experts and their determination of program needs and space. Mr. Bulian said more information is needed.

Mr. Handel said the last time high school overcrowding was discussed there was not a clear understanding of the issues. He said it is important that everyone understands the alternatives and the ultimate course of action.

Mr. Matthews commented the Town expects good public education, which he said is expensive, and that Town resources are not unlimited. Mr. Matthews said while the high school is overcrowded, he noted any plans for expansion must last for the long term.

Mr. Borrelli said it is important to vet the issue and devise scenarios to move forward.

Mr. Handel commented it is important to have information communicated early in the process from the PBBC and consultants to build consensus.

2. Committee Reports

No Committee Reports were made.

8:20 p.m. Executive Session: (Exception 3 & 6)

**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.**

**Exception 6 - To consider the purchase, exchange, lease or value of real estate, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. 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 are available at: <http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID=>**

Note: The meeting adjourned at 9:10 p.m.

**Rates Effective July 1, 2015**  
**Schedule C**  
**Rates for Part-Time, Seasonal, and Temporary Positions**  
**Unless Otherwise Noted Rates Are Hourly**

New Title	Rate
Activity Instructor Group	
Activity Instructor Group A	\$10.00
Activity Instructor Group B	\$11.00
Activity Instructor Group C	\$12.00
Activity Instructor Group D	\$15.00
Activity Instructor Group E	\$18.00
Activity Instructor Group F	\$21.00
Activity Instructor Group G	\$25.00
Activity Instructor Group H	\$28.00
Activity Instructor Group I	\$30.00
Activity Instructor Group J	\$32.00
Activity Instructor Group K	\$35.00
Activity Instructor Group L	\$50.00
Activity Instructor Group M	\$75.00
Administrative/Office Support Specialist I (AOS)	\$20.65
Administrative/Office Support Specialist II (AOS+)	\$24.63
Administrative/Office Support Specialist III (AOS++)	\$25.50
# Animal Inspector	\$2,500
Building Monitor I	\$11.85
Building Monitor II	\$18.84
# Care of Graves - Veterans Coordinator of Ceremonies	\$2,500
* Election Clerk	\$175.00
* Election Inspector	\$145.00
* Election Warden	\$175.00
General Services Assistant (GSA)	\$10.00
^ Information Technology Specialist (ITS)	\$45.00
Laborer/Trades Assistant Year One	\$12.02
Laborer/Trades Assistant Year Two	\$12.45
Laborer/Trades Assistant Year Three	\$12.88
Laborer/Trades Assistant Year Four	\$13.32
# New Year's Needham Coordinator	\$5,000
On-call Public Health Nurse	\$31.00
Parking Clerk	\$25.50
Playground Maintenance Specialist	\$17.00
Police Matron	\$20.65

New Title	Rate
Professional/Technical Support Specialist (PTS)	\$26.93
Professional/Technical Support Specialist II (PTS+)	\$31.00
Professional/Technical Support Specialist III (PTS++)	\$38.88
Program Support Assistant I (PSA)	\$17.00
Program Support Assistant II (PSA+)	\$22.44
Program Support Assistant III (PSA++)	\$27.78
Recording Secretary	\$20.65
Recreation Specialist I Year One	\$10.00
Recreation Specialist I Year Two	\$10.20
Recreation Specialist II Year One	\$11.15
Recreation Specialist II Year Two	\$11.50
Recreation Specialist III Year One	\$12.05
Recreation Specialist III Year Two	\$12.45
Recreation Specialist IV Year One	\$14.00
Recreation Specialist IV Year Two	\$14.50
Recreation Specialist V Year One	\$16.55
Recreation Specialist V Year Two	\$17.10
# Registrar of Voters	\$545
Seasonal Driver Traveling Meals I	\$14.65
Seasonal Driver Traveling Meals II	\$17.00
Senior Corps Participant	\$10.00
## Senior Trip Coordinator	\$150
^ Special Assignment Support (SAS)	\$75.00
Special Detail Worker	\$35.00
Student Intern 1	\$10.50
Student Intern 2	\$14.25
Student Intern 3	\$17.25
Student Intern 4	\$21.00
Substitute - Building Inspector	\$28.00
Substitute - Plumbing and Gas Inspector	\$26.00
Substitute - Wiring Inspector	\$26.00
# Town Counsel	\$75,140
Traffic Supervisor	\$20.65
Van Driver	\$17.00

Schedule C positions have no, or limited, benefits. Unless specified in the job announcement, there are no fringe benefits such as health insurance, retirement, or paid time off.

- \* Rate set by the Board of Selectmen, rate is per election day
- # Annual Rate
- ## Per Event
- ^ Maximum Hourly Rate by Individual Agreement

Management Salary Schedule

Effective July 1, 2014

2.5% increase

FY 2015 no FY'16

37.5 hrs/week FLSA exempt positions Annual Compensation

Grade	Step 1	Step 2	Step 3	Range*
M-5	101,197	104,854	108,632	126,821
M-4	91,283	94,581	97,979	114,388
M-3	78,231	81,049	83,948	98,019
M-2	73,314	75,953	78,691	91,803
M-1	61,542	63,760	66,039	77,112

40 hrs/week FLSA exempt positions Annual Compensation

Grade	Step 1	Step 2	Step 3	Range*
N-5	101,213	104,854	108,618	126,821
N-4	91,283	94,581	97,979	114,388
N-3	78,231	81,037	83,948	98,030
N-2	73,314	75,953	78,691	91,803
N-1	61,542	63,760	66,039	77,112

\* Subject to a maximum increase of 10% in accordance with Merit Program

Administrative/Support and Professional/Technical Positions Salary Schedule/Non-Represented

Group N-1 - Non Represented 37.5 Hours per week FLSA non-exempt positions

Effective July 1, 2015

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
G-24	36.22	37.31	38.43	39.58	40.76	41.98	43.24	44.55	45.88	47.03	
G-23	35.50	36.56	37.66	38.79	39.95	41.15	42.38	43.65	44.97	46.09	
G-22	33.16	34.15	35.17	36.22	37.31	38.44	39.59	40.77	41.99	43.05	
G-21	30.97	31.90	32.85	33.85	34.86	35.91	36.98	38.09	39.24	40.21	
G-20	28.87	29.75	30.64	31.55	32.50	33.48	34.48	35.52	36.58	37.49	
G-19	26.30	27.09	27.90	28.74	29.60	30.49	31.41	32.35	33.32	34.15	
G-18	23.95	24.67	25.42	26.18	26.97	27.78	28.61	29.47	30.35	31.11	
G-17	23.23	23.92	24.64	25.39	26.15	26.93	27.74	28.57	29.43	30.17	
G-16	22.56	23.24	23.93	24.65	25.39	26.16	26.94	27.75	28.58	29.29	
G-15	21.25	21.88	22.54	23.22	23.91	24.63	25.37	26.14	26.92	27.59	
G-14	19.36	19.94	20.54	21.16	21.79	22.44	23.11	23.81	24.52	25.13	
G-13	17.81	18.36	18.90	19.48	20.06	20.65	21.28	21.91	22.57	23.13	
G-12	16.26	16.75	17.25	17.76	18.30	18.85	19.41	20.00	20.59	21.12	
G-11	15.12	15.57	16.04	16.52	17.02	17.53	18.05	18.59	19.16	19.63	

effective July 1, 2015

**Administrative/Support and Professional/Technical Positions Salary Schedule/Not Effective July 1, 2015**

**Group N-1 - Non Represented 37.5 Hours per week annual compensation**

**FY 2016**

**FLSA exempt positions**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
GE-24	\$70,629.00	\$72,754.50	\$74,938.50	\$77,181.00	\$79,482.00	\$81,861.00	\$84,318.00	\$86,872.50	\$89,466.00	\$91,708.50	
GE-23	\$69,225.00	\$71,292.00	\$73,437.00	\$75,640.50	\$77,902.50	\$80,242.50	\$82,641.00	\$85,117.50	\$87,691.50	\$89,875.50	
GE-22	\$64,662.00	\$66,592.50	\$68,581.50	\$70,629.00	\$72,754.50	\$74,958.00	\$77,200.50	\$79,501.50	\$81,880.50	\$83,947.50	
GE-21	\$60,391.50	\$62,205.00	\$64,057.50	\$66,007.50	\$67,977.00	\$70,024.50	\$72,111.00	\$74,275.50	\$76,518.00	\$78,409.50	
GE-20	\$56,296.50	\$58,012.50	\$59,748.00	\$61,522.50	\$63,375.00	\$65,286.00	\$67,236.00	\$69,264.00	\$71,331.00	\$73,105.50	
GE-19	\$51,285.00	\$52,825.50	\$54,405.00	\$56,043.00	\$57,720.00	\$59,455.50	\$61,249.50	\$63,082.50	\$64,974.00	\$66,592.50	
GE-18	\$46,702.50	\$48,106.50	\$49,569.00	\$51,051.00	\$52,591.50	\$54,171.00	\$55,789.50	\$57,466.50	\$59,182.50	\$60,664.50	
GE-17	\$45,298.50	\$46,644.00	\$48,048.00	\$49,510.50	\$50,992.50	\$52,513.50	\$54,093.00	\$55,711.50	\$57,388.50	\$58,831.50	
GE-16	\$43,992.00	\$45,318.00	\$46,663.50	\$48,067.50	\$49,510.50	\$51,012.00	\$52,533.00	\$54,112.50	\$55,731.00	\$57,115.50	
GE-15	\$41,437.50	\$42,666.00	\$43,953.00	\$45,279.00	\$46,624.50	\$48,028.50	\$49,471.50	\$50,973.00	\$52,494.00	\$53,800.50	
GE-14	\$37,752.00	\$38,883.00	\$40,053.00	\$41,262.00	\$42,490.50	\$43,758.00	\$45,064.50	\$46,429.50	\$47,814.00	\$49,003.50	
GE-13	\$34,729.50	\$35,802.00	\$36,855.00	\$37,986.00	\$39,117.00	\$40,267.50	\$41,496.00	\$42,724.50	\$44,011.50	\$45,103.50	
GE-12	\$31,707.00	\$32,662.50	\$33,637.50	\$34,632.00	\$35,685.00	\$36,757.50	\$37,849.50	\$39,000.00	\$40,150.50	\$41,184.00	
GE-11	\$29,484.00	\$30,361.50	\$31,278.00	\$32,214.00	\$33,189.00	\$34,183.50	\$35,197.50	\$36,250.50	\$37,362.00	\$38,278.50	

**ITWA: Administrative/Support and Professional/Technical Positions**

**FLSA non-exempt positions**

**Effective July 1, 2015**

**FY 2016**

**37.5 Hours per Week expressed hourly**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
I-24	37.31	38.43	39.58	40.76	41.98	43.24	44.55	45.88	47.03	48.20	
I-23	36.56	37.66	38.79	39.95	41.15	42.38	43.65	44.97	46.09	47.25	
I-22	34.15	35.17	36.22	37.31	38.44	39.59	40.77	41.99	43.05	44.13	
I-21	31.90	32.85	33.85	34.86	35.91	36.98	38.09	39.24	40.21	41.22	
I-20	29.75	30.64	31.55	32.50	33.48	34.48	35.52	36.58	37.49	38.43	
I-19	27.09	27.90	28.74	29.60	30.49	31.41	32.35	33.32	34.15	35.01	
I-18	24.67	25.42	26.18	26.97	27.78	28.61	29.47	30.35	31.11	31.89	
I-17	23.92	24.64	25.39	26.15	26.93	27.74	28.57	29.43	30.17	30.92	
I-16	23.24	23.93	24.65	25.39	26.16	26.94	27.75	28.58	29.29	30.03	
I-15	21.88	22.54	23.22	23.91	24.63	25.37	26.14	26.92	27.59	28.28	
I-14	19.94	20.54	21.16	21.79	22.44	23.11	23.81	24.52	25.13	25.76	
I-13	18.36	18.90	19.48	20.06	20.65	21.28	21.91	22.57	23.13	23.71	
I-12	16.75	17.25	17.76	18.30	18.85	19.41	20.00	20.59	21.12	21.64	
I-11	15.57	16.04	16.52	17.02	17.53	18.05	18.59	19.16	19.63	20.12	

Effective July 1, 2015

ITWA: Administrative/Support and Professional/Technical Positions

37.5 Hours per Week

annual compensation

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
IE-24	\$72,754.50	\$74,938.50	\$77,181.00	\$79,482.00	\$81,861.00	\$84,318.00	\$86,872.50	\$89,466.00	\$91,708.50	\$93,990.00	
IE-23	\$71,292.00	\$73,437.00	\$75,640.50	\$77,902.50	\$80,242.50	\$82,641.00	\$85,117.50	\$87,691.50	\$89,875.50	\$92,137.50	
IE-22	\$66,592.50	\$68,581.50	\$70,629.00	\$72,754.50	\$74,958.00	\$77,200.50	\$79,501.50	\$81,880.50	\$83,947.50	\$86,053.50	
IE-21	\$62,205.00	\$64,057.50	\$66,007.50	\$67,977.00	\$70,024.50	\$72,111.00	\$74,275.50	\$76,518.00	\$78,409.50	\$80,379.00	
IE-20	\$58,012.50	\$59,748.00	\$61,522.50	\$63,375.00	\$65,286.00	\$67,236.00	\$69,264.00	\$71,331.00	\$73,105.50	\$74,938.50	
IE-19	\$52,825.50	\$54,405.00	\$56,043.00	\$57,720.00	\$59,455.50	\$61,249.50	\$63,082.50	\$64,974.00	\$66,592.50	\$68,269.50	
IE-18	\$48,106.50	\$49,569.00	\$51,051.00	\$52,591.50	\$54,171.00	\$55,789.50	\$57,466.50	\$59,182.50	\$60,664.50	\$62,185.50	
IE-17	\$46,644.00	\$48,048.00	\$49,510.50	\$50,992.50	\$52,513.50	\$54,093.00	\$55,711.50	\$57,388.50	\$58,831.50	\$60,294.00	
IE-16	\$45,318.00	\$46,663.50	\$48,067.50	\$49,510.50	\$51,012.00	\$52,533.00	\$54,112.50	\$55,731.00	\$57,115.50	\$58,558.50	
IE-15	\$42,666.00	\$43,953.00	\$45,279.00	\$46,624.50	\$48,028.50	\$49,471.50	\$50,973.00	\$52,494.00	\$53,800.50	\$55,146.00	
IE-14	\$38,883.00	\$40,053.00	\$41,262.00	\$42,490.50	\$43,758.00	\$45,064.50	\$46,429.50	\$47,814.00	\$49,003.50	\$50,232.00	
IE-13	\$35,802.00	\$36,855.00	\$37,986.00	\$39,117.00	\$40,267.50	\$41,496.00	\$42,724.50	\$44,011.50	\$45,103.50	\$46,234.50	
IE-12	\$32,662.50	\$33,637.50	\$34,632.00	\$35,685.00	\$36,757.50	\$37,849.50	\$39,000.00	\$40,150.50	\$41,184.00	\$42,198.00	
IE-11	\$30,361.50	\$31,278.00	\$32,214.00	\$33,189.00	\$34,183.50	\$35,197.50	\$36,250.50	\$37,362.00	\$38,278.50	\$39,234.00	

FY 2016

FLSA exempt positions

Professional and Technical Salary Schedule/Non-Represented

Annual Compensation

Group N2 - Non-Represented 40 Hours per Week

Effective July 1, 2015

FLSA non-exempt positions

Annual Compensation

Group N2 - Non-Represented 40 Hours per Week

Effective July 1, 2015

FY 2016

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
GU-24	33.96	34.98	36.03	37.10	38.22	39.36	40.54	41.76	43.01	44.09	
GU-23	33.28	34.28	35.30	36.36	37.46	38.58	39.73	40.93	42.16	43.21	
GU-22	31.09	32.02	32.97	33.96	34.98	36.04	37.11	38.23	39.37	40.36	
GU-21	29.03	29.90	30.80	31.73	32.68	33.66	34.67	35.71	36.78	37.70	
GU-20	27.07	27.89	28.72	29.58	30.47	31.38	32.33	33.30	34.30	35.15	
GU-19	24.66	25.40	26.16	26.94	27.75	28.59	29.44	30.33	31.24	32.02	
GU-18	22.46	23.13	23.83	24.54	25.28	26.04	26.82	27.63	28.45	29.16	
GU-17	21.77	22.43	23.10	23.80	24.51	25.24	26.00	26.78	27.59	28.28	
GU-16	21.15	21.78	22.44	23.11	23.80	24.52	25.25	26.01	26.79	27.46	
GU-15	19.92	20.52	21.13	21.77	22.42	23.09	23.78	24.50	25.23	25.87	
GU-14	18.15	18.69	19.26	19.83	20.43	21.03	21.67	22.32	22.99	23.56	
GU-13	16.70	17.21	17.72	18.26	18.81	19.36	19.95	20.54	21.16	21.69	
GU-12	15.24	15.70	16.17	16.65	17.15	17.67	18.20	18.75	19.31	19.80	
GU-11	14.17	14.60	15.04	15.49	15.95	16.43	16.92	17.43	17.96	18.40	

Professional and Technical Salary Schedule/Non-Represented  
Group N2 - Non-Represented 40 Hours per Week

Effective July 1, 2015  
FLSA exempt positions

FY 2016

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
GE-24	\$70,629.00	\$72,754.50	\$74,938.50	\$77,181.00	\$79,482.00	\$81,861.00	\$84,318.00	\$86,872.50	\$89,466.00	\$91,708.50	
GE-23	\$69,225.00	\$71,292.00	\$73,437.00	\$75,640.50	\$77,902.50	\$80,242.50	\$82,641.00	\$85,117.50	\$87,691.50	\$89,875.50	
GE-22	\$64,662.00	\$66,592.50	\$68,581.50	\$70,629.00	\$72,754.50	\$74,958.00	\$77,200.50	\$79,501.50	\$81,880.50	\$83,947.50	
GE-21	\$60,391.50	\$62,205.00	\$64,057.50	\$66,007.50	\$67,977.00	\$70,024.50	\$72,111.00	\$74,275.50	\$76,518.00	\$78,409.50	
GE-20	\$56,296.50	\$58,012.50	\$59,748.00	\$61,522.50	\$63,375.00	\$65,286.00	\$67,236.00	\$69,264.00	\$71,331.00	\$73,105.50	
GE-19	\$51,285.00	\$52,825.50	\$54,405.00	\$56,043.00	\$57,720.00	\$59,455.50	\$61,249.50	\$63,082.50	\$64,974.00	\$66,592.50	
GE-18	\$46,702.50	\$48,106.50	\$49,569.00	\$51,051.00	\$52,591.50	\$54,171.00	\$55,789.50	\$57,466.50	\$59,182.50	\$60,664.50	
GE-17	\$45,298.50	\$46,644.00	\$48,048.00	\$49,510.50	\$50,992.50	\$52,513.50	\$54,093.00	\$55,711.50	\$57,388.50	\$58,831.50	
GE-16	\$43,992.00	\$45,318.00	\$46,663.50	\$48,067.50	\$49,510.50	\$51,012.00	\$52,533.00	\$54,112.50	\$55,731.00	\$57,115.50	
GE-15	\$41,437.50	\$42,666.00	\$43,953.00	\$45,279.00	\$46,624.50	\$48,028.50	\$49,471.50	\$50,973.00	\$52,494.00	\$53,800.50	
GE-14	\$37,752.00	\$38,883.00	\$40,053.00	\$41,262.00	\$42,490.50	\$43,758.00	\$45,064.50	\$46,429.50	\$47,814.00	\$49,003.50	
GE-13	\$34,729.50	\$35,802.00	\$36,855.00	\$37,986.00	\$39,117.00	\$40,267.50	\$41,496.00	\$42,724.50	\$44,011.50	\$45,103.50	
GE-12	\$31,707.00	\$32,662.50	\$33,637.50	\$34,632.00	\$35,685.00	\$36,757.50	\$37,849.50	\$39,000.00	\$40,150.50	\$41,184.00	
GE-11	\$29,484.00	\$30,361.50	\$31,278.00	\$32,214.00	\$33,189.00	\$34,183.50	\$35,197.50	\$36,250.50	\$37,362.00	\$38,278.50	

NIPEA/Public Works Salary Schedule

NIPEA - 40 Hours per Week

expressed hourly

Effective July 1, 2015

FLSA non-exempt positions

1% on 7/1/15

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
W7			\$26.47	\$27.26	\$28.07	\$28.69	\$29.60	\$30.54	\$31.44
W6		\$24.16	\$24.88	\$25.61	\$26.37	\$27.16	\$27.78	\$28.35	\$28.94
W5		\$22.39	\$23.05	\$23.72	\$24.43	\$25.15	\$25.71	\$26.25	\$26.80
W4		\$20.87	\$21.49	\$22.12	\$22.78	\$23.45	\$24.06	\$24.56	\$25.07
W3		\$19.61	\$20.20	\$20.79	\$21.40	\$22.04	\$22.71	\$23.10	\$23.50
W2			\$18.31	\$18.98	\$19.71	\$20.46	\$21.31	\$21.67	\$22.05

NIPEA/Public Works Salary Schedule

NIPEA - 40 Hours per Week

expressed hourly

Effective January 1, 2016

FLSA non-exempt positions

1% on 1/1/16

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
W7			26.74	27.53	28.35	28.98	29.90	30.85	31.76
W6		24.40	25.13	25.87	26.63	27.43	28.05	28.63	29.23
W5		22.62	23.28	23.96	24.68	25.40	25.97	26.51	27.06
W4		21.08	21.71	22.34	23.00	23.69	24.30	24.81	25.32
W3		19.81	20.40	20.99	21.62	22.26	22.94	23.33	23.74
W2			18.49	19.17	19.90	20.67	21.52	21.89	22.27

Public Facilities--Custodians Schedule  
 BCTIA - 40 Hours per Week

Grade	expressed hourly Effective July 1, 2014								FLSA non-exempt positions	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	FY 2015	no FY'16
BC3	21.49	22.11	22.75	23.41	23.97	24.55	25.14	25.75		
BC2	20.46	21.05	21.66	22.29	22.83	23.38	23.95	24.52		
BC1	17.80	18.32	18.84	19.39	19.85	20.34	20.83	21.33		

Public Facilities--Trades Schedule  
 BCTIA - 40 Hours per Week

Grade	expressed hourly Effective July 1, 2014								FLSA non-exempt positions	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	FY 2015	no FY'16
BT4	27.66	28.50	29.35	30.23	30.99	31.75	32.55	33.36		
BT3	24.22	24.95	25.70	26.47	27.13	27.81	28.51	29.21		
BT2	22.02	22.67	23.36	24.06	24.66	25.28	25.90	26.56		
BT1	20.02	20.61	21.24	21.87	22.42	22.98	23.55	24.14		

Police Unit A Salary Schedule  
 40 Hours per week

GRADE	MIN	expressed hourly Effective July 1, 2014				FLSA non-exempt positions	
		STEP 3	STEP 4	STEP 5	STEP 6	FY 2015	no FY'16
P-2		30.12	31.24	32.49	33.78	34.46	
P-1	20.82	21.86	24.10	25.31	26.57	27.90	

Police Superior Officers Association Salary Schedule  
 40 Hours per week

GRADE	MIN	expressed hourly Effective July 1, 2014				FLSA non-exempt positions	
		STEP 3	STEP 4	STEP 5	STEP 6	FY 2015	no FY'16
P-3			36.06	37.18	38.30	39.83	41.42
							42.25

Police Superior Officers Association Salary Schedule  
 40 Hours per week

GRADE	MIN	expressed hourly Effective January 1, 2015				FLSA non-exempt positions	
		STEP 3	STEP 4	STEP 5	STEP 6	FY 2015	no FY'16
P-3			36.06	37.18	38.30	39.83	41.42
							42.67

Fire Fighters Unit A Salary Schedule  
42 Hours per week  
expressed hourly  
Effective July 1, 2015  
FLSA non-exempt positions  
1% on 7/1/15

FY 2016

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-3						32.91	34.56
F-2				27.91	29.08	30.28	31.79
F-1	20.03	21.03	22.08	23.18	24.34	25.56	26.83

Fire Fighters Unit A Salary Schedule  
42 Hours per week  
expressed hourly  
Effective January 1, 2016  
FLSA non-exempt positions  
1% on 1/1/16

FY 2016

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-3						33.24	34.90
F-2				28.19	29.37	30.58	32.11
F-1	20.23	21.24	22.30	23.41	24.58	25.82	27.11

Fire Fighters Unit B Salary Schedule  
Fire Alarm  
40 Hours per week  
expressed hourly  
Effective July 1, 2015  
FLSA non-exempt positions  
1% on 7/1/15

FY 2016

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
FA-2		25.98	27.29	28.67	30.11	31.62	33.20
FA-1	21.42	22.49	23.62	24.80	26.04	27.34	28.71

Fire Fighters Unit B Salary Schedule  
Fire Alarm  
40 Hours per week  
expressed hourly  
Effective January 1, 2016  
FLSA non-exempt positions  
1% on 1/1/16

FY 2016

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
FA-2		26.24	27.56	28.96	30.42	31.94	33.53
FA-1	21.64	22.72	23.85	25.05	26.30	27.61	28.99

Fire Fighters Unit C Salary Schedule  
42 Hours per week  
Deputy Fire Chiefs  
expressed hourly  
Effective July 1, 2015  
FLSA non-exempt positions  
1% on 7/1/15

FY 2016

GRADE	MIN	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-4				34.62	36.16	37.65	39.53

Fire Fighters Unit C Salary Schedule 42 Hours per week

GRADE	MIN	Deputy Fire Chiefs					FLSA non-exempt positions	
		STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
F-4				34.98	36.52	38.03	39.93	FY 2016

expressed hourly 1% on 1/1/16

Fire Fighters Unit C Salary Schedule 40 Hours per week

GRADE	MIN	Deputy Fire Chief of Operations					FLSA non-exempt position	
		STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
F-5						43.42	45.64	expressed hourly FY 2016

expressed hourly 1% on 7/1/15

Fire Fighters Unit C Salary Schedule 40 Hours per week

GRADE	MIN	Deputy Fire Chief of Operations					FLSA non-exempt position	
		STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
F-5						43.86	46.10	expressed hourly FY 2016

expressed hourly 1% on 7/1/15 and 1% on 1/1/16

Town of Needham

**FISCAL YEAR 2016**

**SCHEDULE A**

**Effective July 1, 2015**

Full-time, part-time, temporary, and seasonal position classifications with corresponding compensation schedules

<b>CLASS TITLE</b>	<b>GRADE/SCHEDULE</b>	<b>New Grade/Schedule/non-rep</b>	<b>FLSA exempt status</b>
Activity Instructor	Schedule C		exempt
Administrative Analyst	NR-3	GE-18	exempt
Administrative Assistant	I-14	G-14	non-exempt
Administrative Coordinator	I-15		non-exempt
Administrative/Office Support Specialist I, II, III (AOSS)		Schedule C	non-exempt
Administrative Specialist	I-15		non-exempt
Animal Control Officer	UR-2	G-16	non-exempt
Animal Inspector	Schedule C		Stipend
Applications Administrator	IE-20		exempt
Assistant Building Commissioner	NR-6	GE-21	exempt
Assistant Cataloger	SS-3	G-14	non-exempt
Assistant Children's Librarian	SS-4	G-15	non-exempt
Assistant Director of Assessing	NR-5	GE-20	exempt
<del>Assistant Director of Emergency Management</del>	<del>Schedule C</del>		<del>Stipend</del>
Assistant Director of Public Library	NR-6	GE-21	exempt
Assistant Director of Public Works	N-4		exempt
Assistant Director, Park & Recreation	NR-5	GE-20	exempt
Assistant Executive Director, Council on Aging	NR-5	GE-20	exempt
Assistant Program Coordinator	NR-1	G-15	non-exempt
<del>Assistant Program Coordinator (PT)</del>	<del>Schedule C</del>		<del>non-exempt</del>
Assistant Superintendent	UR-5	GE-20	exempt
Assistant Town Accountant	NR-5	GE-20	exempt
Assistant Town Clerk	NR-3	GE-18	exempt
Assistant Town Engineer	UR-6	GE-22	exempt
Assistant Town Manager/Director of Finance	M-5		exempt
Assistant Town Manager/Director of Operations	M-5		exempt
Assistant Town Planner	NR-4	GE-19	exempt
Assistant Treasurer/Collector	NR-5	GE-20	exempt
<del>Assistant, Council on Aging</del>	<del>Schedule C</del>		<del>non-exempt</del>
Autocad Technician	UR-2	G-16	non-exempt
Building Commissioner	M-2		exempt
<del>Building Inspector, Substitute</del>	<del>NR-5</del>		<del>non-exempt</del>
Building Monitor I, II	Schedule C		non-exempt
<del>Canvasser</del>	<del>Schedule C</del>		<del>non-exempt</del>
Care/Veterans Graves & Coordinator of Ceremonies	Schedule C		Stipend
Carpenter	BT-2		non-exempt
Children's Librarian	NR-3	GE-18	exempt
Chief Pumping Station Operator	W-7		non-exempt
Civil Engineer	UR-4	GE-19	exempt

Town of Needham

Clerk	Schedule C		non-exempt
Community Housing Specialist	NR-4	G-19	non-exempt
Computer Operator	I-15		non-exempt
Conservation Specialist	I-17		non-exempt
Contract Administrator	UR-6	GE-21	exempt
Council on Aging, Executive Director	M-2		exempt
Craftsworker	BT-2		non-exempt
Custodian	BC-1		non-exempt
Department Assistant 1	I-12		non-exempt
Department Assistant 2	I-13		non-exempt
Department Specialist	I-14		non-exempt
Deputy Fire Chief	F-4		non-exempt
Deputy Fire Chief, Operations	F-5		non-exempt
Director of Assessing	M-2		exempt
Director of Conservation	M-1		exempt
Director of Design and Construction	M-4		exempt
Director of Economic Development	M-1		exempt
Director of Emergency Management	Schedule C		Stipend
Director of Facilities Operations	N-4		exempt
Director of Human Resources	M-3		exempt
Director of Management Information Systems	M-3		exempt
Director of Park and Recreation	M-2		exempt
Director of Planning and Community Development	M-3		exempt
Director of Public Health	M-3		exempt
Director of Public Library	M-3		exempt
Director of Public Works	N-5		exempt
Director of Veterans' Services	M-1		exempt
Director of Youth Services	M-2		exempt
Division Superintendent, Highway	N-2		exempt
Division Superintendent, Parks and Forestry	N-2		exempt
Division Superintendent, Solid Waste/Recycling	N-2		exempt
Division Superintendent, Water/Sewer	N-3		exempt
Election Clerk	Schedule C		non-exempt
Election Inspector	Schedule C		non-exempt
Election Warden	Schedule C		non-exempt
Electrician	BT-3		non-exempt
Enforcement Agent	Schedule C		non-exempt
Engineering Aide	UR-1	G-15	non-exempt
Environmental Health Agent	I-20		non-exempt
Equipment Mechanic	W-5		non-exempt
Facility Operations Shift Supervisor	UR-5	GE-20	exempt
Field Assessor	I-18		non-exempt
Finance and Procurement Coordinator	NR-6	GE-21	exempt
Finance Committee, Executive Secretary	NR-4	GE-19	exempt
Fire Captain	F-3		non-exempt
Fire Chief	N-5 *		exempt
Fire Director of Administrative Services	IE-20		exempt
Fire Lieutenant	F-2		non-exempt
Firefighter	F-1		non-exempt
Fleet Supervisor	N-1		exempt

Town of Needham

General Services Assistant (GSA)		Schedule C	non-exempt
GIS/Database Administrator	IE-20		exempt
Glazer/Craftsperson	BT-2		non-exempt
Heavy Motor Equipment Operator	W-4		non-exempt
Human Resources Administrator	NR-3	GE-18	exempt
HVAC Technician	BT-3		non-exempt
Information Technology Specialist (ITS)		Schedule C	exempt
Inspector of Plumbing & Gas	NR-4	G-19	non-exempt
Inspector of Wires	NR-4	G-19	non-exempt
Laborer 2	W-2		non-exempt
Laborer 3	W-3		non-exempt
Laborer/Trades Assistant Year 1 ,2, 3 ,4		Schedule C	non-exempt
Library Assistant	SS-2	G-13	non-exempt
Library Children's Supervisor	NR-4	GE-19	exempt
Library Circulation Supervisor	SS-5	GE-17	exempt
Library Page	<del>Schedule C</del>		non-exempt
Library Reference Supervisor	NR-4	GE-19	exempt
Library Technical Services Supervisor	NR-4	GE-19	exempt
Library Technology Specialist/Archivist	NR-4	GE-19	exempt
Lineman	FA-1		non-exempt
Local Building Inspector	NR-5	G-20	non-exempt
Management Analyst	IE-20	GE-20	exempt
<del>Marketing Program Assistant</del>	<del>Schedule C</del>		<del>non-exempt</del>
Master Mechanic	W-7		non-exempt
Network Manager	IE-23		exempt
New Year's Needham Coordinator	Schedule C		Stipend
On-call Public Health Nurse		Schedule C	exempt
Outreach Worker, Council on Aging **	NR-2		exempt
Parking Clerk	NR-1	Schedule C	non-exempt
Parking Enforcement Attendant	SS-2		non-exempt
Payroll Coordinator	I-18		non-exempt
Personal Computer Specialist	<del>Schedule C</del>		non-exempt
Playground Maintenance Specialist	Schedule C		non-exempt
Plumber	BT-3		non-exempt
Plumbing & Gas Inspector Substitute	NR-4		non-exempt
Police Chief	N-5 *		exempt
Police Lieutenant	P-3		non-exempt
Police Maintenance Assistant	UR-1	G-15	non-exempt
Police Matron	Schedule C		non-exempt
Police Officer	P-1		non-exempt
Police Sergeant	P-2		non-exempt
Professional/Technical Support Specialist I, II, III		Schedule C	non-exempt
Program Support Assistant I, II, III		Schedule C	non-exempt
Program Coordinator	NR-2	G-16	non-exempt
Program Coordinator (PT)	<del>Schedule C</del>		non-exempt
Program Manager	M-1		exempt
Project Manager	M-1		exempt
Public Health Nurse	IE-20		exempt
Public Safety Dispatch Supervisor	UR-4	G-19	non-exempt
Public Safety Dispatcher	UR-1	G-15	non-exempt

Town of Needham

Public Works Craftsworker	W-4		non-exempt
Public Works Inspector	W-6		non-exempt
Public Works Specialist 1	W-4		non-exempt
Public Works Specialist 2	W-5		non-exempt
Public Works Technician	W-5		non-exempt
Pumping Station Operator	W-5		non-exempt
Recording Secretary	Schedule C		non-exempt
<del>Recreation Specialist 1-5</del>	<del>Schedule C</del>		<del>exempt</del>
Recreation Specialist I		Schedule C	exempt
Recreation Specialist II		Schedule C	exempt
Recreation Specialist III		Schedule C	exempt
Recreation Specialist IV		Schedule C	exempt
Recreation Specialist V		Schedule C	exempt
Recreation Supervisor	I-16		non-exempt
Reference Librarian/Audio Visual Specialist	NR-3	GE-18	exempt
Reference Librarian/Program Specialist	NR-3	GE-18	exempt
Registrar of Voters	Schedule C		Stipend
<del>Seasonal Packers/Drivers</del>	<del>Schedule C</del>		<del>non-exempt</del>
Seasonal Driver Traveling Meals I, II		Schedule C	non-exempt
Senior Administrative Coordinator	I-17		non-exempt
Senior Corps Participant	Schedule C		non-exempt
Senior Custodian 1	BC-2		non-exempt
Senior Custodian 2	BC-3		non-exempt
Senior Program Coordinator	NR-5	G-20	non-exempt
Senior Program Manager	M-3		exempt
Senior Project Manager	M-2		exempt
Senior Trip Coordinator	Schedule C		non-exempt
Social Worker 1	IE-18		exempt
Social Worker 2	IE-19		exempt
Special Assignment Support (SAS)		Schedule C	non-exempt
Special Detail Worker	Schedule C		non-exempt
<del>Student Draftsman and Rodman</del>	<del>Schedule C</del>		<del>non-exempt</del>
Student Intern 1 - 4	Schedule C		non-exempt
Substitute - Building Inspector		Schedule C	non-exempt
Substitute - Plumbing and Gas Inspector		Schedule C	non-exempt
Substitute - Wiring Inspector		Schedule C	non-exempt
Superintendent, Fire Alarm	FA-2		non-exempt
Supervisor of Administration/DPW	M-1		exempt
Support Services Manager	M-1		exempt
Survey Party Chief	UR-3	G-18	non-exempt
Systems Analyst	IE-18		exempt
Technology Support Technician	I-19		non-exempt
<del>Temporary Laborer/Trades Assistant</del>	<del>Schedule C</del>		<del>non-exempt</del>
Town Accountant	M-2		exempt
Town Counsel	Schedule C		exempt
Town Engineer	N-4		exempt
Town Manager	Contract		exempt
Town Treasurer and Tax Collector	M-2		exempt
Traffic Supervisor	Schedule C		non-exempt
Traveling Meals Coordinator	NR-2		non-exempt

Town of Needham

Tree Climber	W-4		non-exempt
Van Driver - COA	Schedule C		non-exempt
Warehouse Person	BT-1		non-exempt
Water Treatment Facility Manager	UR-6	GE-21	exempt
Working Foreman	W-6		non-exempt
Youth Center Worker 1 - 5	Schedule C		non-exempt
<b>Needham Contributory Retirement Board Titles</b>			
Department Specialist/Retirement	SS-3	G-14	non-exempt
Retirement Administrator	NR-5	GE-20	exempt
<b><u>SCHEDULE A STIPENDS</u></b>			
All Stipends must be approved by the Town Manager prior to payment.			
(Additional compensation for specific assignments)			
(1) Additional \$75.00 per month when assigned to and performing the duties of Deputy Tree Warden.			
(2) Additional \$1,500 per year when performing the duties of Assistant Parking Clerk			
(3) Additional \$1,200 when assigned to and performing the duties of Registered Land Surveyor as designated by the Director of Public Works.			
(4) Additional \$1,200 when an employee other than the Assistant Town Manager/Finance Director is designated as the Chief Procurement Officer.			
(5) Designated Wiring Inspector in accordance with M.G.L. c. 166 s 32.			
(6) Additional \$1,500 when assigned as Assistant Director of Emergency Management			
(7) Additional \$2,000 when assigned as Director of Emergency Management			
(8) Additional \$1,500 when assigned Youth Center Coordinator responsibilities			
(*) Compensation set by employment agreement in accordance with M.G.L. c. 41 s. 108O			
(**) Outreach Worker is PT position; moved to Schedule C as Program Assistant II			
Legend:			
new position title/schedule			