

BOARD OF SELECTMEN

September 12, 2017

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.

	6:45	<p>Informal Meeting with Citizens</p> <p><i>One or more members of the Board of Selectmen will be available between 6:45 and 7:00 p.m. for informal discussion with citizens. While not required, citizens are encouraged to call the Selectmen's Office at (781) 455-7500 extension 204 in advance to arrange for an appointment. This enables the Board to better assure opportunities for participation and respond to citizen concerns.</i></p>
1.	7:00	Public Hearing: Comcast- Chestnut Street
2.	7:00	<p>Public Hearing: Eversource Energy</p> <ul style="list-style-type: none"> • Marked Tree Road
3.	7:00	Public Hearing: Aboveground Fuel 370 Rear 1 st Avenue
4.	7:00	Public Hearing: Aboveground Fuel 27 Charles Street
5.	7:00	<p>Public Hearing: New Liquor License – Needham Food and Beverage, 200 First Avenue, Michael Gendrin, Proposed Manager</p> <ul style="list-style-type: none"> • Brian Hughes, Attorney
6.	7:00	<p>Hearing: Change of Manager, Bertucci's Restaurant Corp.</p> <ul style="list-style-type: none"> • Francesco Guzman, Manager
7.	7:00	<p>Hearing: Change of Beneficial Interest- Innovative Distributing Concepts, LLC. d/b/a Bin Ends</p> <ul style="list-style-type: none"> • John Hafferty, Bin Ends
8.	7:20	<p>Introduce Police Officer</p> <ul style="list-style-type: none"> • John Schlittler, Chief of Police
9.	7:25	<p>Needham High School Expansion Project</p> <ul style="list-style-type: none"> • Heidi Black, School Committee Chair • Aaron Pressman, School Committee Vice Chair • Dan Gutekanst, Superintendent of Schools
10.	7:45	<p>Director of Public Works</p> <ul style="list-style-type: none"> • Sign Amendment to Town of Needham Traffic Regulations • Proposed 25 mph Statutory Speed Limits
11.	7:50	<p>Town Manager</p> <ul style="list-style-type: none"> • Budget Consultation • DPW Central Avenue Storage Facility Update • Town Meeting Preparation • Town Manager Update
12.	8:30	<p>Board Discussion</p> <ul style="list-style-type: none"> • Public Safety Reconstruction Project and Debt Exclusion Options • Committee Reports

13.	8:35	Executive Session Exception 3 potential litigation re: Eversource & the Department of Environmental Protection
------------	-------------	--

APPOINTMENTS

1.	Conservation Commission	William Murphy (term expires: 6/30/2020)
2.	Council on Aging	Susan Mullaney (term expires: 6/30/2020)
3.	Golf Course Advisory Committee	Christopher Gerstel (term expires: 6/30/2019)
4.	Human Rights Committee	Daniel Rubin (term expires: 6/30/2020)
5.	Needham Community Television Development Corporation	Richard Dollase (term expires: 6/30/2020)
6.	Norfolk County Advisory Board	Ron Furman (term expires: 7/31/2018)
7.	Traffic Management Advisory Committee	Justin McCullen (term expires: 6/30/2020)

CONSENT AGENDA *=Backup attached

1.	Accept the following donations made to the Needham Community Revitalization Trust fund: \$50 from John Russo, \$1500 from Needham Public Library, and \$100 from The Charles River Center.
2.	Accept the following donations made to the Needham Health Department's Substance Abuse Prevention & Education Program: \$1500 from Needham Bank, and \$500 from Roche Bros. Supermarkets, \$2,500 from the Beth Israel Deaconess-Needham, and \$2,025 from the Needham Knights of Columbus.
3.	Accept the following donation made to the Needham Health Department's Traveling Meals Program: \$1,000 from Darshana and Sandeep Thakore, Needham residents.
4.	Accept on-site donations at the Children's Theatre Series totaling \$70.50; on-site donations at the Arts in the Parks Series totaling \$270; and a \$1.00 donation from Carol Proia at an Arts in the Parks concert made to the Needham Park and Recreation Commission.
5.	Accept the following donation made to the Needham Park and Recreation Commission for its Children's Theatre Series: \$250 from Denise Garlick.
6.	Accept the following donated items made to the Needham Park and Recreation Commission from Needham Baseball and Softball: quick release bases for Mills Field diamond; installation of electrical switches at Mills Field building; and identification signs for diamonds at Newman School. The estimated value of the items is \$1,950.
7.	Approve the addition of A Street (across from #40) to Appendix 2 of BOS-LIC-013 Take Out Food Served by Mobile Food Vendors policy.
8.*	Approve minutes from August 15, 2017 Board of Selectmen's meeting.
9.*	Approve a One Day Special Wines & Malt Beverages License for Kayla Malone, of Trip Advisor to host its Octo-Beer-Fest on September 28, 2017 from 4:00 p.m. to 7:00 p.m. The event will be held at Trip Advisor, 400 1 st Avenue, Needham MA.
10.*	Ratify a One Day Special Wines & Malt Beverages License for Morgan Murphy, of Restaurant Associates at Trip Advisor to host a Women at Work event on September 12, 2017 from 4:30 p.m. to 7:00 p.m. The event will be held at Trip Advisor, 400 1 st Avenue, Needham MA.
11.*	In accordance with Section 20B of the Town Charter, and upon the recommendation of the Town Manager and the Personnel Board, amend the classification and compensation plan for management employees for fiscal year 2018 by 2.5%.

12.*	Approve Water & Sewer Abatement Order No. 1242.				
13.	Approve an event date change for the Circle of Hope to hold its "Full Circle" event on the Town Common, Saturday, November 4, 2017 from 10:00 a.m. to 12:00 p.m. Prior date (which had already been approved by Board) was scheduled for September 23, 2017.				
14.	Approve a request for a 20(b) exemption for Police Officer Johnathan Lewis to work as an Assistant Coach for the Freshman Football Team at Needham High School.				
15.	Authorize the Town Manager to waive all fees associated with the pilot mobile food vendor program this fall.				
16.	Accept the following donation made to the Needham Health Department's Gift of Warmth Fund: \$500 from the First Baptist Church in Needham.				
17.	Grant permission for the following residents to hold block parties:				
Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Ratify - James Rochford	74 Rolling Lane	Rolling Lane	9/9/17	9/16/17	2pm-7pm
Jodi Williams	48 Ardmore Rd	Ardmore / Taylor / Lakin/Grasmere Rds	9/23/17	9/24/17	3pm-7pm
Lisa Madkins	15 Bobsled Drive	Bobsled Drive	9/16/17	9/17/17	2pm-9pm
Richard Myers	78 Warren St.	Warren St between May & Great Plain	9/17/17	9/24/17	3pm-7pm
Ratify – Judith Gragg	115 Dawson Drive	Dawson Drive	9/10/17	9/17/17	4pm-7pm
Randy Hammer	89 Oxbow Road	Oxbow Road	9/17/17	N/A	2:30pm-6pm
Maya Ron	45 Rivard Road	Rivard Road	9/24/17	N/A	4pm-8pm
Kara Collin	57 Broad Meadow Road	Broad Meadow Rd	9/23/17	9/24/17	3pm-9pm
Kate Deeley	61 Kenney St	Corner of Lois Lane & Barbara Rd	9/16/17	9/17/17	3pm-11pm
Dale McCarthy	72 Stevens Rd.	Stevens Road	9/24/17	10/1/17	4pm-7pm
Lori Whyte Fernandez	19 Bradford St.	Cleveland Road	10/15/17	10/22/17	4pm-7pm
Ratify -Denise Arrondo	21 Prince St.	Prince Street	9/8/17	9/9/17	5pm-8pm
Ratify - Darren Franco	41 Shirley Road	Shirley Rd cul-de-sac <i>Switched date from 9/2/17.</i>	9/9/17	N/A	4pm-10pm
Rhonda Silva	7 Berkshire Rd	Berkshire Rd	10/07/17	N/A	3pm-5pm
Jamie Scranton Pomerantz	53 Glendoon Rd	Glendoon Road	9/23/17	9/24/17	2pm-8pm
Caitlin Reisman	80 North Hill Ave	Howe Road	9/16/17	9/17/17	3pm-11pm
Jessica Rice	56 Nichols Rd.	Beaufort Ave/Nichols Rd.	10/22/17	N/A	3pm-6pm
Lisa Cherbuliez	17 Lindbergh Ave	Lindbergh Ave between Tower Ave and Paul Revere Rd.	9/16/17	9/17/17	4pm-9pm
Kevin Keane	88 Lexington Ave	Burnside Rd, between Lexington & Concord	10/21/17	N/A	6pm-9pm
Kristen Young	130 Hoover Rd	Hoover Rd between Manning & Webster	9/23/17	9/24/17	4pm-9pm
Ratify – Carolyn	64 Dartmouth Ave	64 Dartmouth Ave	9/10/17	9/17/17	4:30pm-7pm

Buttilla					
Ratify – Sally Theran	121 Grant Street	Grant Street	9/10/17	N/A	4pm-8pm
Suzanne Francione	22 Stonehurst Rd	Corner of Stonehurst and Richardson	9/16/17	N/A	4pm-10pm
Kim Stone	45 Greendale Ave	Park St. between Greendale & Webster	9/16/17	9/17/17	4pm-8pm
Seema Pandya	43 Valley Road	Intervale & Peacedale	10/28/17	N/A	10am-8pm
Elyse Slayton	24 Fairfax Rd	24 Fairfax Rd	10/1/17	N/A	3pm-7pm



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

MEETING DATE: 9/12/2017

Agenda Item	Public Hearing: Comcast Corporation- Chestnut Street
Presenter(s)	Manuel Furtado, Comcast Corporation Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
<p>Comcast Corporation requests permission to install approximately 35' of conduit from Pole NT on Lincoln Street across street to Private Property at 148 Chestnut Street (Needham Hospital).</p> <p>The Department of Public Works has approved this petition, based on Comcast Corporation's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, the conduit must be placed at 24" below grade to the top of the conduit.</p>	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<p><u>Suggested Motion:</u></p> <p>Move that the Board of Selectmen approve and sign a petition from Comcast Corporation to install approximately 35' of conduit from Pole NT on Lincoln Street across street to Private Property at 148 Chestnut Street (Needham Hospital).</p>	
3.	BACK UP INFORMATION ATTACHED
<p>(Describe backup below)</p> <ul style="list-style-type: none">a. Petition Letter of Applicationb. Orderc. Petition Pland. Notice Sent to Abutterse. List of Abutters	

PETITION OF COMCAST CABLE INC. FOR COMMUNICATION CABLE INSTALLATION

Town of Needham / Board of Selectman:-

Comcast Corporation hereby respectfully requests your consent to the locations of Distribution cable hereinafter described for the transmission and distribution of communication signals in and under the following public streets, lanes, highways, and places of the **Town of Needham** and of the conduit, equipment, governed manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said distribution cables and accomplish the objective of said company; and the digging up and opening the ground to lay or place same:

To install approximately 35' of Conduit from Pole NT on Lincoln street across street to Private Property @ 148 Chestnut Street (Needham Hospital)

Submitted is a set of plans of said communications infrastructure.

DATE 04 August 2017

BY _____

Manuel Furtado

Permit Representative

OK to proceed
T.M., DPW Eng.
8/30/17
OK R. Anderson
8/31/17

ORDER FOR COMMUNICATIONS PLACEMENT OF CONDUIT

Town of Needham / Board of Selectmen:

IT IS HEREBY ORDERED that the locations of said communications additions of the Comcast Communications structure in and under the public streets, lanes, highways, and places of the **Town of Needham** substantially as described in the petition dated _____ attached hereto and hereby made a part hereof, and of the conduit, equipment, manholes, and other structure, fixtures, and appurtenances designed or intended to protect or operate said distribution cables and/or accomplish the objectives of the said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and **APPROVED**.

The said Comcast Corporation shall comply with all applicable provisions of law and ordinances of the **Town of Needham** applicable to the enjoyment of said locations and rights.

Dated this _____ day of _____, 20_____.

I hereby certify that the foregoing order was duly adopted by the _____ of the town of ___Needham ___, MA on the _____ day of _____ 20_____.

BY _____

TITLE

RETURN ORIGINAL TO THE PERMIT SECTION

Attn: Manuel Furtado

COMCAST CORP.

440 Myles Standish Blvd

Taunton MA 02780

RETAIN DUPLICATE FOR YOUR RECORDS

Ruler

Line | Path | Polygon | Circle
Measure the distance between two

Map Lengths:

Ground Lengths:

Headings:

Mouse Navigation

148 Chestnut St

install 35' of 1X4 Conduit
from Pole NT on Lincoln
Street to Private Property
@ 148 Chestnut street

Existing Pole |

© 2017 Google

Go

Imagery Date: 4/14/2017 42°16'37.67" N 71°04'11.28" W elev

Help

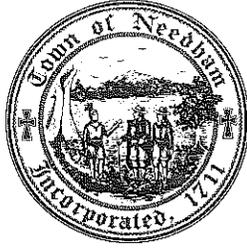
Search

Get Directions History

Tour Guide

1995

earch



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:00 p.m. on September 12, 2017** upon petition of Comcast Corporation dated **August 4, 2017** to install approximately 35' of Conduit from Pole NT on Lincoln Street across the street to Private Property at 148 Chestnut Street (Needham Hospital).

A public hearing is required and abutters should be notified.

If you have any questions regarding this petition, please contact Comcast Corporation representative, Manuel Furtado, at 774-644-9104.

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

BOARD OF SELECTMEN

Dated: September 1, 2017

148 CHESTNUT STREET

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
TOWN OF NEEDHAM		1471 HIGHLAND AVE	NEEDHAM	MA	02492	1990470005000000	89 SCHOOL ST
BEW ISRAEL DEACONESS HOSPITAL		148 CHESTNUT ST	NEEDHAM	MA	02492	1990470005300000	111 LINCOLN ST
GRANVILLE INVESTMENTS, LLC		167 CHESTNUT ST	NEEDHAM	MA	02492	1990470008000000	165 CHESTNUT ST
BONANNINO, JOSEPH J., SAVINO, THOMAS E. & MCCARTHY, FREDERICK E.	C/O BONANNINO, SAVINO, & DAVIES MCCARTHY, CAROL A.	105 CHESTNUT ST UNIT 32 78 LINCOLN STREET	NEEDHAM	MA	02492	1990470007600320	105 CHESTNUT ST
173 CHESTNUT STREET LLC		12 EATON RD	NEEDHAM	MA	02492	1990470003000000	78 LINCOLN ST
MALONE, JOHN E., TR.	JOHN E. MALONE REALTY TRUST	20 CHESTNUT ST, SUITE 4	NEEDHAM	MA	02492	1990470008400000	173 CHESTNUT ST
MALONE, JOHN E., TR.	JOHN E. MALONE REALTY TRUST.	20 CHESTNUT ST, STE 4	NEEDHAM	MA	02492	1990470005400090	214 CHESTNUT ST
ALPERT, HEIDI B.		105 CHESTNUT ST	NEEDHAM	MA	02492	1990470007600170	105 CHESTNUT ST
MALONE, JOHN E. TR.	JOHN E. MALONE REALTY TRUST	20 CHESTNUT ST, STE 4	NEEDHAM	MA	02492	1990470005400070	214 CHESTNUT ST
NEWTON, ROBERT C.		515 HIGH ROCK ST	NEEDHAM	MA	02492	1990470005400060	214 CHESTNUT ST
ALPERT LAW LLC		105 CHESTNUT ST, UNIT 17	NEEDHAM	MA	02492	1990470007600160	105 CHESTNUT ST
DEACONESS-GLOVER HOSPITAL CORPORATION		148 CHESTNUT ST	NEEDHAM	MA	02492	1990460003600000	0 CHESTNUT ST
RAFFOL, KENNETH & TREEFUL, JILL B. TRS.		105 CHESTNUT ST, UNIT 15	NEEDHAM	MA	02492	1990470007600150	105 CHESTNUT ST
OWEN, CATHERINE A., TR.	214C. CHESTNUT STREET REALTY TRUST	P. O. BOX 745	LYNNFIELD	MA	01940	1990470005400030	214 CHESTNUT ST
RAFFOL, KENNETH J. & TREEFUL, JILL TRS.	C/O RAFFOL, KENNETH & PETRIE, RICHARD TRS	105 CHESTNUT STREET, UNIT 11	NEEDHAM	MA	02492	1990470007600110	105 CHESTNUT ST
NEEDHAM ENTERPRISES LLC		1175 GREAT PLAIN AVE	NEEDHAM	MA	02492	1990470007600280	105 CHESTNUT ST
COHEN, DONALD A. TR.	C/O PETRINI CORPORATION	187 ROSEMARY ST	NEEDHAM	MA	02492	1990470008500000	199 CHESTNUT ST
RAFFOL, KENNETH J., TR & TREEFUL, JILL B	C/O TDA PROPERTIES LLC	105 CHESTNUT ST, UNIT 10	NEEDHAM	MA	02492	1990470007600100	105 CHESTNUT ST
MALONE, JOHN E., TR.	JOHN E. MALONE REALTY TRUST	20 CHESTNUT ST, SUITE 4	NEEDHAM	MA	02492	1990470005400080	214 CHESTNUT ST
HELM, ROBERT W., TR.	SIPPICAN NOMINEE TRUST	37 HOLMES STREET	MARION	MA	02738	1990470007600230	105 CHESTNUT ST
SCHMIDT, THOMAS KELLEY		98 LINCOLN ST	NEEDHAM	MA	02492	1990470002600000	98 LINCOLN ST
TOWN OF NEEDHAM	POLICE & FIRE STATION	1471 HIGHLAND AVE	NEEDHAM	MA	02492	1990470005600000	88 CHESTNUT ST
BECKER, JEFFREY A.		25 ALGONQUIAN DRIVE	SOUTH NATICK	MA	01760	1990470007700000	117 CHESTNUT ST
BONANNINO, JOSEPH J. & SAVINO, THOMAS	DAVIES, TIMOTHY B, TRS	105 CHESTNUT ST UNIT 34	NEEDHAM	MA	02492	1990470007600340	105 CHESTNUT ST
HELM, ROBERT W., TR.	C/O HELM, STEPHEN B. & W. JEFFREY TRS.	301 LINDEN PONDS WAY #503	HINGHAM	MA	02043	1990470007600210	105 CHESTNUT ST
DISCEPOLO, RINO & MARY TRS.	RINO A. DISCEPOLO 2013 FAMILY TRUST	93 EMERALD COURT	TEWKSBURY	MA	01876	1990470005400020	214 CHESTNUT ST
TODOROV, OTTO		105 CHESTNUT ST #35	NEEDHAM	MA	02492	1990470007600380	105 CHESTNUT ST
WEITZMAN, SIMON L, TRS	WEITZMAN MEDICAL REALTY TRUST	105 CHESTNUT ST	NEEDHAM	MA	02492	1990470007600260	105 CHESTNUT ST
BALMER, CHRISTINE & FAHEY, LIAM + FAHEY, PATRICIA L., TRS	BALMER, JAMES	76 KIMBALL ST	NEEDHAM	MA	02492	1990460002600000	76 KIMBALL ST
ONEILL, DANIEL S & MAGIER, MARC J., TRUSTEE,	ONEILL, CARINA J	115 LINCOLN STREET	NEEDHAM	MA	02492	1990460002700000	115 LINCOLN ST
NATARAJAN, SOUNDARYA & RAFFOLL, KENNETH J. & TREEFUL, JILL B.	SAMIJAKE REALTY TRUST	75 KIMBALL ST	NEEDHAM	MA	02492	1990470002400000	75 KIMBALL ST
STORMBERG, DAVID L	SHASTRI, GANESH	105 CHESTNUT ST	NEEDHAM	MA	02494	1990470007600250	105 CHESTNUT ST
DEACONESS-GLOVER HOSPITAL CORPORATION	C/O RAFFOL KENNETH & PETRIE, RICHARD TRS	105 CHESTNUT ST UNIT 12	NEEDHAM	MA	02492	1990470007600370	105 CHESTNUT ST
CONNOLLY, THOMAS J.+ COSENTINO, RONALD H		105 CHESTNUT ST, UNIT 14	NEEDHAM	MA	02492	1990470007600120	105 CHESTNUT ST
LOMBARD, DAVID W., TR.		148 CHESTNUT ST	NEEDHAM	MA	02492	1990470005500000	148 CHESTNUT ST
NEW OPPORTUNITY, LLC	LOMBARD NOMINEE TRUST	111 LINCOLN ST	NEEDHAM	MA	02492	1990470002500000	104 LINCOLN ST
KISTLER, LAWRENCE & ZHOU, CHANGHONG & WEITZMAN, SIMON, TR.	DAVIES, TIMOTHY B.; TRS. BSD REALTY TRUS	44 COLONIAL RD	NEEDHAM	MA	02492	1990470003300000	71 SCHOOL ST
MALONE, JOHN E., TR.	BALDWIN, JOHN S.	141 CHESTNUT ST	NEEDHAM	MA	02492	1990470007900000	141 CHESTNUT ST
ODEA, JOHN J. & LOWENSTEIN, JANICE & ADA	ZHENG, LI	105 CHESTNUT ST, UNIT 32	NEEDHAM	MA	02492	1990470007600330	105 CHESTNUT ST
DANDURAND, MARCUS R. & LEE, JEGOO & FITCHBURG FEDERAL SAVINGS &	WEITZMAN MEDICAL REALTY TRUST	105 CHESTNUT ST UNIT 31	NEEDHAM	MA	02492	1990470007600310	105 CHESTNUT ST
72 SCHOOL STREET LLC	JOHN E. MALONE REALTY TRUST	105 CHESTNUT ST UNIT 36	NEEDHAM	MA	02492	1990470007600360	105 CHESTNUT ST
FITCHBURG FEDERAL SAVINGS &	C/O O'DEA, JOHN & LOWENSTEIN, JANICE TRS	105 CHESTNUT ST	NEEDHAM	MA	02492	1990470005400040	105 CHESTNUT ST
	DANDURAND, KATY M.	20 CHESTNUT ST, SUITE 4	NEEDHAM	MA	02492	1990470005400040	214 CHESTNUT ST
	BAE, JEONGHEE	105 CHESTNUT ST UNIT 21	NEEDHAM	MA	02492	1990470007600350	105 CHESTNUT ST
	LOAN ASSOCIATION	92 LINCOLN ST	NEEDHAM	MA	02492	1990470002700000	92 LINCOLN ST
		86 LINCOLN ST	NEEDHAM	MA	02492	1990470002800000	86 LINCOLN ST
		PO BOX 59	NATICK	MA	01760	1990470003100000	72 SCHOOL ST
		130 WHALON ST	FITCHBURG	MA	01420	1990470007800000	129 CHESTNUT ST

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

148 CHESTNUT STREET

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
RICKER, GEORGE R. + DEANNA P., TRUSTEES ANALETTO, THOMAS A. & LONG, CHARLES W.	LINDSEY REALTY TRUST ANALETTO, JOAN MARIE	105 CHESTNUT ST UNIT 27 214 CHESTNUT ST UNIT 1 105 CHESTNUT ST, UNIT 22	NEEDHAM NEEDHAM NEEDHAM	MA MA MA	02492 02492 02492	1990470007600270 1990470005400010 1990470007600220	105 CHESTNUT ST 214 CHESTNUT ST 105 CHESTNUT ST

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



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

MEETING DATE: 9/12/2017

Agenda Item	Public Hearing: Eversource Energy – Marked Tree Road
Presenter(s)	Maureen Carroll, Eversource Energy representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	<p>Eversource Energy requests permission to install approximately 9 feet of conduit in Marked Tree Road. This work is necessary to provide underground electric service at 159 Marked Tree Road, Needham.</p> <p>The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, the conduit must be placed at 24" below grade to the top of the conduit.</p>
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	<p><u>Suggested Motion:</u></p> <p>Move that the Board of Selectmen approve and sign a petition from Eversource Energy to install approximately 9 feet of conduit in Marked Tree Road. This work is necessary to provide underground electric service at 159 Marked Tree Road, Needham.</p>
3.	BACK UP INFORMATION ATTACHED
	<p>(Describe backup below)</p> <ul style="list-style-type: none">a. Petition Letter of Applicationb. Orderc. Petition Pland. Notice Sent to Abutterse. List of Abutters

August 14, 2017

Board of Selectmen
Town Hall
1471 Highland Ave
Needham, MA 02192

*159
RE: Marked Tree Road
Needham, MA
W/O #2224721

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install approximately 9 feet of conduit in Marked Tree Road.

The reason for this work is to provide underground electric service to 159 Marked Tree Road.

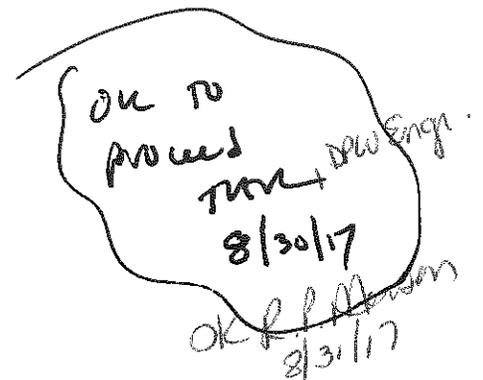
If you have any further questions, contact Maureen Carroll at (781) 314-5053. Your prompt attention to this matter would be greatly appreciated.

Very truly yours,



Kelly-Ann Correia, Supervisor
Rights and Permits

KAC/kj
Attachments



OK TO
proceed
thru DEP Engr.
8/30/17
OK R.P. Anderson
8/31/17

**PETITION OF NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY
FOR LOCATION FOR CONDUITS AND MANHOLES**

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

Respectfully represents **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **A. Debenedictis Dated July 31, 2017** and filed herewith, under the following public way or ways of said Town:

Marked Tree Road - Northeasterly from pole 41/20 approximately 20 feet southwest of Fairview Road a distance of 9 ± feet of conduit

(W.O. #2224721)

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

BY *Kelly-Ann Correia*
Kelly-Ann Correia, Supervisor
Rights & Permits

Dated this 14th day of August

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2017

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

WHEREAS, **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town thereafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** be and hereby is granted permission to construct and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

Marked Tree Road - Northeasterly from pole 41/20 approximately 20 feet southwest of Fairview Road a distance of 9 ± feet of conduit

(W.O. #2224721)

Hearing Required

All construction work under this Order shall be in accordance with the following conditions:

1. Conduits and manholes shall be located as shown on the plan made by **A. Debenedictis, Dated July 31, 2017** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Board of Selectmen or such officer or officers as it may appoint to supervise the work.

1	_____	
2	_____	Board of Selectmen
3	_____	the Town of
4	_____	NEEDHAM
5	_____	

CERTIFICATE

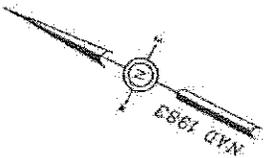
We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2017 at _____ in said Town.

1	_____	
2	_____	Board of Selectmen
3	_____	the Town of
4	_____	NEEDHAM
5	_____	

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Board of Selectmen** of the Town of **NEEDHAM**, Massachusetts, duly adopted on the _____ day of _____, 2017 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter. Ed.) and any additions thereto or amendments thereof, as the same appear of record.

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



#169

CUST TO INSTALL 1 - 3" PVC PIPES
SCHEDULE 40
SECTION 1 FIG. 1 9'±

#159

#155

EHH

P/L

41/19

LANDSCAPE AREA NO SIDEWALK

41/20

EBIT

LANDSCAPE AREA NO SIDEWALK

EBIT

MARKED TREE RD

ASPHALT SIDEWALK

ASPHALT SIDEWALK

79/1

FAIRVIEW RD

41/20-1X

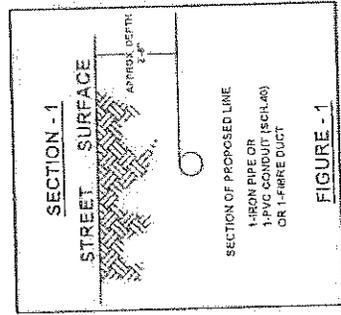


FIGURE - 1

NSTAR EVERSOURCE
Electric & Gas
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

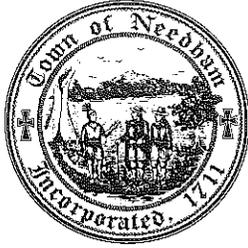
C#	
Ward #	
Work Order #	2224721
Surveyed by:	N/A
Research by:	PG
Plotted by:	LM
Proposed Structures:	LM
Approved:	A DEBENEDICTIS
Scale	1"=20'
Date	JULY 31, 2017
SHEET	1 of 1

BY USING OR THE INFORMATION CONTAINED IN THIS MAP, YOU ASSUME THE SOLE RESPONSIBILITY FOR ANY DAMAGE OR INJURY TO YOU OR ANY OTHER PERSONS OR PROPERTY. THE INFORMATION IS PROVIDED FOR YOUR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF INSURANCE OR ANY OTHER FINANCIAL PRODUCT. THE INFORMATION IS PROVIDED AS IS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU AGREE TO HOLD NSTAR EVERSOURCE HARMLESS FROM AND TO INDEMNIFY NSTAR EVERSOURCE FROM AND TO DEFEND NSTAR EVERSOURCE AGAINST ALL DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM YOUR USE OF THIS INFORMATION. THIS INFORMATION IS PROVIDED FOR YOUR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF INSURANCE OR ANY OTHER FINANCIAL PRODUCT. YOU AGREE TO HOLD NSTAR EVERSOURCE HARMLESS FROM AND TO INDEMNIFY NSTAR EVERSOURCE FROM AND TO DEFEND NSTAR EVERSOURCE AGAINST ALL DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM YOUR USE OF THIS INFORMATION.



MASS. LAW

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



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:00 p.m. on September 12, 2017** upon petition of Eversource Energy dated **August 14, 2017** to install about 9 feet of conduit in Marked Tree Road. The work is necessary to provide underground electric service to 159 Marked Tree Road, Needham.

A public hearing is required and abutters should be notified.

If you have any questions regarding this petition, please contact Eversource Energy representative, Maureen Carroll, at 781-314-5053.

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

BOARD OF SELECTMEN

Dated: September 1, 2017

159 MARKED TREE RD

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
CAPODILUPO, LAWRENCE P III & RUSSO, JOHN A. & MARCIA S.	CAPODILUPO, KRISTEN M. C/O RUSSO, JOHN A. & MARCIA S. TRS.	19 COLONIAL RD	NEEDHAM	MA	02492	1991410006400000	19 COLONIAL RD
BANDES, MICHAEL S. & BALLAST CONSTRUCTION LLC	BANDES, BETH K.	148 MARKED TREE RD 158 MARKED TREE RD	NEEDHAM NEEDHAM	MA MA	02492 02492	1991380007700000 1991380007800000	148 MARKED TREE RD 158 MARKED TREE RD
SAGAR, MANISH & VANVA I. TRS. TOWN OF NEEDHAM	C/O SAGAR, MANISH & VANVA I.	77 PEARL ST 176 MARKED TREE RD	CHARLESTOWN NEEDHAM	MA MA	02129 02492	1991380008100000 1991380008200000	168 MARKED TREE RD 176 MARKED TREE RD
GEHMAN, J THOMAS TR. & HALVERSON, PHILLIP A. & BREM, KAREN E. & SCHNEIDER, RICHARD E	GEHMAN, MURIEL J TR. HALVERSON, ALYSSA A. BERMAN, SCOTT J.	147J HIGHLAND AVE 141 MARKED TREE RD 149 MARKED TREE RD	NEEDHAM NEEDHAM NEEDHAM	MA MA MA	02492 02492 02492	1991400000100000 1991410001100000 1991410001100000	0 GREAT PLAIN AVE 141 MARKED TREE RD 149 MARKED TREE RD
CIMON, DONALD R. & BARBARA A., TRS EKBERG, ROBERT L. & DIPIETRANTONIO, FRANCIS C	CIMON FAMILY REALTY TRUST EKBERG, AURA MARINA HIGUERA C/O GEORGE, PAUL E. TR.	155 MARKED TREE RD 159 MARKED TREE RD 169 MARKED TREE RD	NEEDHAM NEEDHAM NEEDHAM	MA MA MA	02492 02492 02492	1991410001300000 1991410001400000 1991410001500000	155 MARKED TREE RD 159 MARKED TREE RD 169 MARKED TREE RD
ROSENLEV, LARNI S. HOFFMAN, DAVID J. &	C/O GEORGE, PAUL E. TR. HOFFMAN, BERYL L.	8 GROVE ST SUITE 400 54 PERRY DR 21 COLONIAL RD.	WELLESLEY NEEDHAM NEEDHAM	MA MA MA	02482 02492 02492	1991410001700000 1991410001900000 1991410002900000	177 MARKED TREE RD 11 COLONIAL RD 54 PERRY DR 21 COLONIAL RD

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



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

MEETING DATE: 9/12/2017

Agenda Item	Public Hearing: Application for a License to Store Fuel Aboveground at 370 Rear 1 st Avenue, Needham
Presenter(s)	Jill Poschmann, KPD Advisors

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Ms. Jill Poschmann, of KPD Advisors is requesting a license for Normandy Gap-V Development Needham LLC to garage aboveground parking, an additional 988 vehicles with gasoline and diesel fuel stored in said motor vehicle tanks on property at 370 Rear 1 st Avenue, Needham. This brings the total number of vehicles at that location to 2,065. Fuel storage for 1,077 spaces were previously approved in 2015. Section 4.3 of the Town of Needham General By-laws states that any amount of liquid petroleum gas in excess of 500 gallons on a property requires a license issued by the Board of Selectmen.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	Suggested Motion: That the Board of Selectmen vote to approve and authorize the Chairman to sign a license for Normandy Gap-V Development Needham LLC to garage aboveground parking, an additional 988 vehicles with gasoline and diesel fuel stored in said motor vehicle tanks on property at 370 Rear 1 st Avenue, Needham.
3.	BACK UP INFORMATION ATTACHED
	<ol style="list-style-type: none">1. Application / License Form / Map2. Legal Notice3. Certified Abutters List4. General By-Law 4.3



The Commonwealth of Massachusetts
City/Town of _____

Application For License

Massachusetts General Law, Chapter 148 §13

New License Amended License

GIS Coordinates	
_____	LAT.
_____	LONG.
_____	License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 370 Rear First Ave Needham MA 02494
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: Normandy GAP-V Development Needham LLC

Address of Land Owner: 89 A Street, Needham MA 02494

Use and Occupancy of Buildings and Structures: Parking Garage

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

_____ Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums
Automobile Fuel	3	Fuel in tanks of maximum 2,065* vehicles		

*Parking 1,077 vehicles issued 2/24/2015

Additional 988 vehicles added September 2017

Total quantity of all flammable liquids to be stored: _____

Total quantity of all combustible liquids to be stored: _____

Total quantity of all flammable gases to be stored: _____

Total quantity of all flammable solids to be stored: _____

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: _____
List sizes and capacities of all aboveground containers used for storage: _____

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: _____
List sizes and capacities of all underground containers used for storage: _____

Total aggregate quantity of all LP-gas to be stored: _____

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

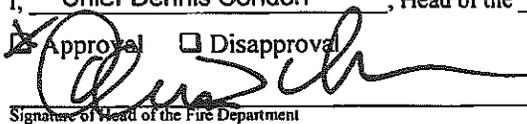
❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, _____, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature _____ Date _____ Name _____

Fire Department Use Only

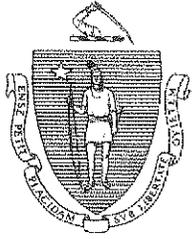
I, Chief Dennis Condon, Head of the Needham Fire Department endorse this application with my

Approval Disapproval


Signature of Head of the Fire Department

September 8, 2017
Date

Recommendations: _____



The Commonwealth of Massachusetts

City/Town of Needham

License

Massachusetts General Law, Chapter 148 §13

FP-002 (Rev. 1.1.2015)

New License Amended License

GIS Coordinates LAT. LONG. License Number

After notice and hearing, and in accordance with Chapter 148 of the Mass. General Laws, a license is hereby granted to use the land herein described for the purposes described.

Location of Land: 370 Rear First Ave, Needham, MA 02494

Number, Street and Assessor's Map and Parcel ID

Owner of Land: Normandy GAP-V Development Needham, LLC

Address of Land Owner: 89 A Street, Needham, MA 02494

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases. All tanks and containers are considered full for the purposes of licensing and permitting. (Attach additional pages if necessary.)

Table with 5 columns: PRODUCT NAME, CLASS, MAXIMUM QUANTITY, UNITS, CONTAINER. Row 1: Automobile Fuel, 3, Fuel in tanks of maximum 2,065* vehicles.

*Parking 1,077 vehicles issued 2/24/2015;

Additional 988 vehicles added September 2017

LP-gas (Complete this section for the storage of LP-gas or propane)

Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: List sizes and capacities of all aboveground containers used for storage

Maximum quantity (in gallons) of LP-gas to be stored in underground containers: List sizes and capacities of all underground containers used for storage

Total aggregate quantity of all LP-gas to be stored:

Fireworks (Complete this section for the storage of fireworks)

Maximum amount (in pounds) of Class 1.3G:

Maximum amount (in pounds) of Class 1.4G:

Maximum amount (in pounds) of Class 1.4:

Total aggregate quantity of all classes of fireworks to be stored:

THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY POSTED ON THE LAND FOR WHICH IT IS GRANTED.

Explosives *(Complete this section for the storage of explosives)*

- | | |
|--|---|
| ❖ Maximum amount (in pounds) of Class 1.1 : _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.2 : _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.3 : _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.4 : _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.5 : _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.6 : _____ | Number of magazines used for storage: _____ |

Licensing Authority Use:

This license is granted upon the condition that the licensed activity will comply with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts General Law, Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00) as amended. The license holder may not store materials in an amount exceeding the capacities herein specified unless and until any amended license has been granted.

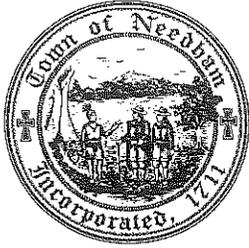
ADDITIONAL RESTRICTIONS:

Signature of Licensing Authority

Title

Date

**THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY
POSTED ON THE LAND FOR WHICH IT IS GRANTED.**



**LEGAL NOTICE
Town of Needham
Board of Selectmen
Public Hearing**

Public Notice is hereby given that Normandy Gap-V Development Needham LLC has made an amendment to an application in accordance with the provisions of Chapter 148 of the Massachusetts General Laws, for a license to garage aboveground parking an additional 988 vehicles with gasoline and diesel fuel stored in said motor vehicle tanks on property at 370 Rear 1st Avenue, Needham, MA.

Upon said application it is hereby ORDERED: That a Public Hearing be held at the office of the Board of Selectmen, Town Hall, 1471 Highland Avenue, Needham, MA, Tuesday, September 12, 2017 at 7:00 pm, at which time all persons interested may appear and be heard.

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

BOARD OF SELECTMEN

Dated: Needham Times, August 24, 2017

370R FIRST AVENUE
ABOVE GROUND TANK

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
NEEDHAM EXPRESS LIMITED PARTNERSHIP	C/O DANAC LLC	5404 WISCONSIN AVE SUITE 301	CHEVY CHASE	MD	20815	1993000001100000	151 THIRD AVE
117 KENDRICK DE, LLC	250 FIRST AVE SUITE 200	C/O BULLFINCH COMPANIES INC	NEEDHAM	MA	02494	1993000001200000	117 KENDRICK ST
COCA COLA REFRESHMENTS	C/O PROPERTY TAX DEPT, NAT 11	PO BOX 1734	ATLANTA	GA	30301	1993000001400000	9 B ST
NEEDHAM NINE OWNER LLC	C/O NORMANDY REAL ESTATE PARTNERS	53 MAPLE AVE	MORRISTOWN	NJ	07960	1993000001700000	156 B ST
NEEDHAM NINE OWNER LLC	C/O NORMANDY REAL ESTATE PARTNERS	53 MAPLE AVE	MORRISTOWN	NJ	07960	1993000001800000	189 B ST
GENERAL DYNAMICS C4 SYSTEMS INC	GENERAL DYNAMICS NETWORK SYSTEMS	8201 E MCDOWELL RD H3172	SCOTTSDALE	AZ	85257	1993000001900000	0 A ST
NEEDHAM NINE OWNER LLC	C/O NORMANDY REAL ESTATE PARTNERS	53 MAPLE AVE	MORRISTOWN	NJ	07960	1993000002700000	77 A ST
NORMANDY GAP-V DEVELOPMENT	NEEDHAM,LLC	53 MAPLE AVE	MORRISTOWN	NJ	07960	1993000002800030	360 FIRST AVE
SXC NEEDHAM INN LLC	C/O NANCY COADY-CARROLL	PO BOX 4430	MANCHESTER	NH	03108	1993000002800010	80 B ST
NEEDHAM TRAVEL PROPERTY LLC	400 FIRST AVE	ATTN: NORMANDY REAL ESTATE	NEEDHAM	MA	02494	1993000002800020	400 FIRST AVE
NORMANDY GAP-V DEVELOPMENT	NEEDHAM, LLC	53 MAPLE AVE	MORRISTOWN	NJ	07960	1993000002800040	37 A ST
300 FIRST AVE REALTY LLC	C/O FIRST NEEDHAM DE, LLC	60 WELLS AVE SUITE 100	NEWTON	MA	02459	1993000003000000	300 FIRST AVE
NEEDHAM DEVELOPMENT CORP TR		250 FIRST AVE- STE 200	NEEDHAM	MA	02494	1993000003100000	250 FIRST AVE
FORTY A LIMITED PARTNERSHIP		P.O. BOX 95	WESTWOOD	MA	02090	1993000003200000	40 A ST
PARTNERS HEALTHCARE SYSTEM, INC.	PRUDENTIAL TOWER 800 BOYLSTON ST.	SUITE 1150	BOSTON	MA	02119	1993000003300020	128 FIRST AVE
DIGITAL 128 FIRST AVENUE, LLC	THE INTEX REALTY TRUST	128 FIRST AVENUE	NEEDHAM	MA	02494	1993000003300010	72 A ST
HATOUN, ANTOINE G., TRUSTEE		110 A STREET	NEEDHAM	MA	02494	1993000003400000	110 A ST
150A #1 LIMITED PARTNERSHIP		100 GALEN ST SUITE 301	WATERTOWN	MA	02472	1993000003500000	130 A ST
ATS-NEEDHAM LLC	C/O AMERICAN TOWER CORPORATION	P. O. BOX 723597	ATLANTA	GA	31139	1993000004200000	140 CABOT ST
NA-BOS 2001 LLC	C/O CLAREMONT NEEDHAM SUITES LLC	ONE LAKESHORE CENTER	BRIDGEWATER	MA	02324	1993000004700000	200 FIRST AVE
197 FIRST AVENUE, LLC	C/O MARIC, INC.	197 FIRST AVE., STE 300	NEEDHAM	MA	02494	1993000004800000	195 FIRST AVE
JMDH REAL ESTATE OF NEEDHAM, LLC		15-24 132 STREET	COLLEGE POINT	NY	11356	1993000005300000	114 FIRST AVE
BLAKELEY, LINNELL ET AL, TRS	C/O BLAKELEY INVESTMENT CO	1 INTERNATIONAL PLACE STE 3250	BOSTON	MA	02110	1993000007200000	0 FOURTH AVE
DIGITAL CABOT LLC		128 FIRST AVE	NEEDHAM	MA	02494	1993000007300000	105 CABOT ST

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

for the Needham Board of Assessors.....

4.1.4 Failure to License. In addition to the requirement that a dog shall be duly licensed as required by law, the owner of a dog not licensed on or before April 30th in any year shall be subject to a fine of fifty dollars (\$50.00), in addition to the license fee, upon the complaint of the dog officer. The owner of any unspayed and unleashed female dog found by the dog officer roaming in season (heat) off the premises of the owner or keeper shall be subject to a fine of fifty dollars (\$50.00). Each such occasion shall constitute separate violations.

4.1.5 Fees. The fees for registering and licensing dogs of all types in the Town shall be established from time to time by vote of the Selectmen.

SECTION 4.2 PUBLIC CARRIAGES AND TAXIS

4.2.1 Licenses. The Board of Selectmen may license hackney carriages or motor vehicles for the conveyance of persons for hire from place to place within the Town and may revoke such licenses at their discretion. A record of all licenses so granted or revoked shall be kept by the Selectmen.

4.2.2 Penalties. No person shall set up, use or drive in the Town any unlicensed hackney carriage or motor vehicle for the conveyance of passengers for hire from place to place within the Town. Any person violating Section 4.2 shall be subject to a penalty not exceeding twenty dollars (\$20) for each offense.

4.2.3 Expiration and Fees. Licenses shall expire on the thirtieth day of April following the date of issuance, and shall not be transferred without the written consent of the Board of Selectmen. For each license the sum of ten dollars (\$10.00) shall be paid to the Town Treasurer for use by the Town. A license so granted shall become void if the applicant neglects or refuses to take out and pay for his license within ten days after notice that it has been granted.

4.2.4 Taxi Stands. The Selectmen may grant to the holder of a license under Section 4.2 a license to use a certain portion of a public way as a taxi stand for the solicitation of passengers for hire and no person shall use any portion of any public way for such purpose without such license. Any person who violates any of the provisions of Sub-section 4.2.4 shall be punished by a fine of not more than twenty dollars (\$20.00) for each offense.

SECTION 4.3 FEES, REGISTRATION APPLICABLE TO FLAMMABLES

4.3.1 Statutory Authority. Pursuant to the authority of M.G.L. Chapter 148, Sections 10A, 13, 38A and 39A, and the Needham Fire Code, there is hereby established a fee schedule for licenses granted by the Board of Selectmen, Annual Certificate of Registration filed with the Town Clerk and Permits granted by the Chief of the Fire Department as follows:

4.3.2 Licenses for the Storage of Flammables issued by the Board of Selectmen

Class A: (all types)			
166	-	40,000 gallons . . .	\$50.00
40,001	-	80,000 gallons . . .	200.00
80,001	-	100,000 gallons . . .	300.00
100,001	-	500,000 gallons . . .	400.00
500,001	-	1,000,000 gallons . . .	500.00
over 1,000,000 gallons	.	. . . . .	800.00
Class B Fuel: (all types)			
501	-	20,000 gallons . . .	50.00
20,001	-	40,000 gallons . . .	100.00
40,001	-	80,000 gallons . . .	200.00
80,001	-	100,000 gallons . . .	300.00
100,001	-	500,000 gallons . . .	400.00
500,001	-	1,000,000 gallons . . .	500.00
over 1,000,000 gallons	.	. . . . .	800.00

Class C Fluids (all types)			
1,001	-	20,000 gallons	50.00
20,001	-	40,000 gallons	100.00
40,001	-	80,000 gallons	200.00
80,001	-	100,000 gallons	300.00
100,001	-	500,000 gallons	400.00
500,001	-	1,000,000 gallons	500.00
over 1,000,000 gallons			800.00
Flammable Solids 101 lbs and up			50.00
Flammable Gases (within a building)			
3,001 cubic ft, and up			50.00
Flammable Gases (outside a building)			
10,001 cubic ft. and up			50.00
Liquid Petroleum Gases			
500	-	1,000 gallons	50.00
over	-	1,001 gallons	100.00

Automobiles

The parking of four or more vehicles in a structure - two dollars (\$2.00) per vehicle, and not less than fifty dollars (\$50.00).

Advertising costs for a hearing by the Board of Selectmen for the issuance of a license for the storage of flammables shall be paid by the applicant.

The annual fees shall include the cost of the initial registration with the Town Clerk. The fee for each annual renewal registration with the Town Clerk shall be the amount herein specified for the original license as set forth above.

4.3.3 Permit Fees

Underground Storage Tank Removal			\$100.00
Underground Storage Tank Installation			100.00
Underground Gasoline Tank Removal			100.00
Underground Gasoline Tank Installation			100.00

SECTION 4.4 GENERAL

4.4.1 Denial, Revocation or Suspension for Failure to Pay Municipal Taxes.

4.4.1.1 The tax collector or other municipal official responsible for records of all municipal taxes, assessments, betterments and other municipal charges, hereinafter referred to as the tax collector, shall annually furnish to each department, board, commission or division, hereinafter referred to as the licensing authority, that issues licenses or permits including renewals and transfers, a list of any person, corporation, or business enterprise, hereinafter referred to as the party, that has neglected or refused to pay any local taxes, fees, assessments, betterments or other municipal charges for not less than a twelve month period, and that such party has not filed in good faith a pending application for an abatement of such tax or a pending petition before the appellate tax board.

4.4.1.2 The licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers of any party whose name appears on said list furnished to the licensing authority from the tax collector or with respect to any activity, event or other matter which is the subject of such license or permit and which activity, event or matter is carried out or exercised or is to be carried out or exercised on or about real estate whose owner has neglected or refused to pay local taxes, fees, assessments, betterments or any other municipal charges provided, however, that written notice is given to the party and the tax collector, as required by applicable provisions of law, and the party is given a hearing, to be held not earlier than fourteen days after said notice. Said list shall be prima facie evidence for denial, revocation or suspension of said license or permit to any party. The tax collector shall have the right to intervene in any hearing conducted with respect

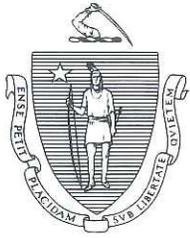


**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 9/12/2017

Agenda Item	Public Hearing: Application for a License to Store Fuel Aboveground at 27 Charles Street, Needham
Presenter(s)	Chris Barbour, Ahearn Holtzman, Inc.

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Mr. Barbour of Ahearn Holtzman is requesting a license for 888 Illuminate PBB, LLC on behalf of AT&T Services to install a tank that will store 1,580 gallons of diesel fuel aboveground at 27 Charles Street, Needham. Section 4.3 of the Town of Needham General By-laws states that any amount of liquid petroleum gas in excess of 500 gallons on a property requires a license issued by the Board of Selectmen.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	Suggested Motion: That the Board of Selectmen vote to approve and authorize the Chairman to sign a license for 888 Illuminate PBB, LLC on behalf of AT&T Services to install a tank that will store 1,580 gallons of diesel fuel aboveground at 27 Charles Street, Needham.
3.	BACK UP INFORMATION ATTACHED
	<ol style="list-style-type: none">1. Application / License Form / Map2. Legal Notice3. Certified Abutters List4. General By-Law 4.3



FP-002A
(Rev. 1.1.2015)

The Commonwealth of Massachusetts
City/Town of Needham

Application For License

Massachusetts General Law, Chapter 148 §13

New License Amended License

GIS Coordinates	
<u>42° 18' 21.4596'</u>	LAT.
<u>-71° 13' 21.0468'</u>	LONG.
License Number	

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 27 Charles St. Book 0929; Page 98; Parcel ID 075-017-000
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: ~~Steeplechase Realty TR.~~ 888, ILLUMINATE, PBB, LLC.

Address of Land Owner: 79 Wexford St. Needham, MA 02494

Use and Occupancy of Buildings and Structures: Telecommunications - occupancies/aries

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums
<u>ULS Diesel</u>	<u>II</u>	<u>1580</u>	<u>gal</u>	<u>AST</u>

Total quantity of all flammable liquids to be stored: _____
Total quantity of all combustible liquids to be stored: 1580
Total quantity of all flammable gases to be stored: _____
Total quantity of all flammable solids to be stored: _____

LT7PF9

LP-gas (Complete this section for the storage of LP-gas or propane) *n/a*

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: _____
List sizes and capacities of all aboveground containers used for storage: _____

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: _____
List sizes and capacities of all underground containers used for storage: _____

Total aggregate quantity of all LP-gas to be stored: _____

Fireworks (Complete this section for the storage of fireworks) *n/a*

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives) *n/a*

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, Marilyn Odenkirk, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature Marilyn Odenkirk Date _____ Name Marilyn Odenkirk

Fire Department Use Only

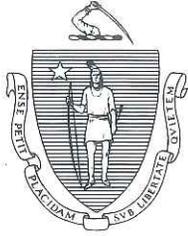
I, _____, Head of the _____ Fire Department endorse this application with my

Approval Disapproval

Signature of Head of the Fire Department _____ Date _____

Recommendations: _____

LT7PPA



FP-005
(Rev. 1.1.2015)

The Commonwealth of Massachusetts
City/Town of Needham

Certificate of Registration

Massachusetts General Law, Chapter 148 §13

GIS Coordinates

LAT.

LONG.

License Number

In accordance with the provisions of Massachusetts General Law, Chapter 148 § 13, the undersigned hereby certifies that:

Person, partnership, corporation or other entity: AT&T Services, Inc.
Name of License Holder

Business Address of License Holder

Is the holder of a license granted on _____, and subsequently amended on _____

For the lawful use of buildings and structures located or to be located at:
27 Charles St.; Book 0929; Page 98; Parcel ID. 075-017-000
Number, Street and Assessor's Map and Parcel ID

As relates to the keeping, storage, manufacture, or sale of flammables, combustibles, or explosives.

Signature of License Holder or Agent _____ Date _____ Printed Name _____

All materials must be stored in accordance with the provisions of Massachusetts General Law, Chapter 148, the Massachusetts Fire Code (527 CMR), and all other applicable laws and regulations, including the terms and conditions of the subject license. Quantities stored may not exceed the maximum quantity specified by the license.

REGISTRATION

This is to certify that the within named license holder has in accordance with the provisions of Massachusetts General Law, Chapter 148 §13 filed with me, a certificate of registration setting forth that the above named entity is the holder of license as relates to the keeping, storage, manufacture, or sale of flammables, combustibles, or explosives at the above described location.

Signature of Official _____ Title _____ Date _____

THIS REGISTRATION AND THE LICENSE MUST BE CONSPICUOUSLY POSTED ON THE LAND FOR WHICH IT IS GRANTED.

LT7PF9



The Commonwealth of Massachusetts
City/Town of Needham

FP-006

(REV. 1.1.2015)

PERMIT

City or Town: Needham

Date: 07/17/2017

Permit Number: 17NEE-43.FS-PM

In accordance with the provisions of M.G.L. Chapter 148, as provided in 10A this permit is granted to AT&T

DIG SAFE NUMBER

Start Date:

(Full Name of Person, Firm or Corporation)

for Permit to install a AG 1578 gallon diesel tank for generator

Restrictions:

at 27 CHARLES ST, NEEDHAM, MA

(Street and # or Describe location for Adequate Identification)

Fee Paid \$ 50.00

This permit will expire on

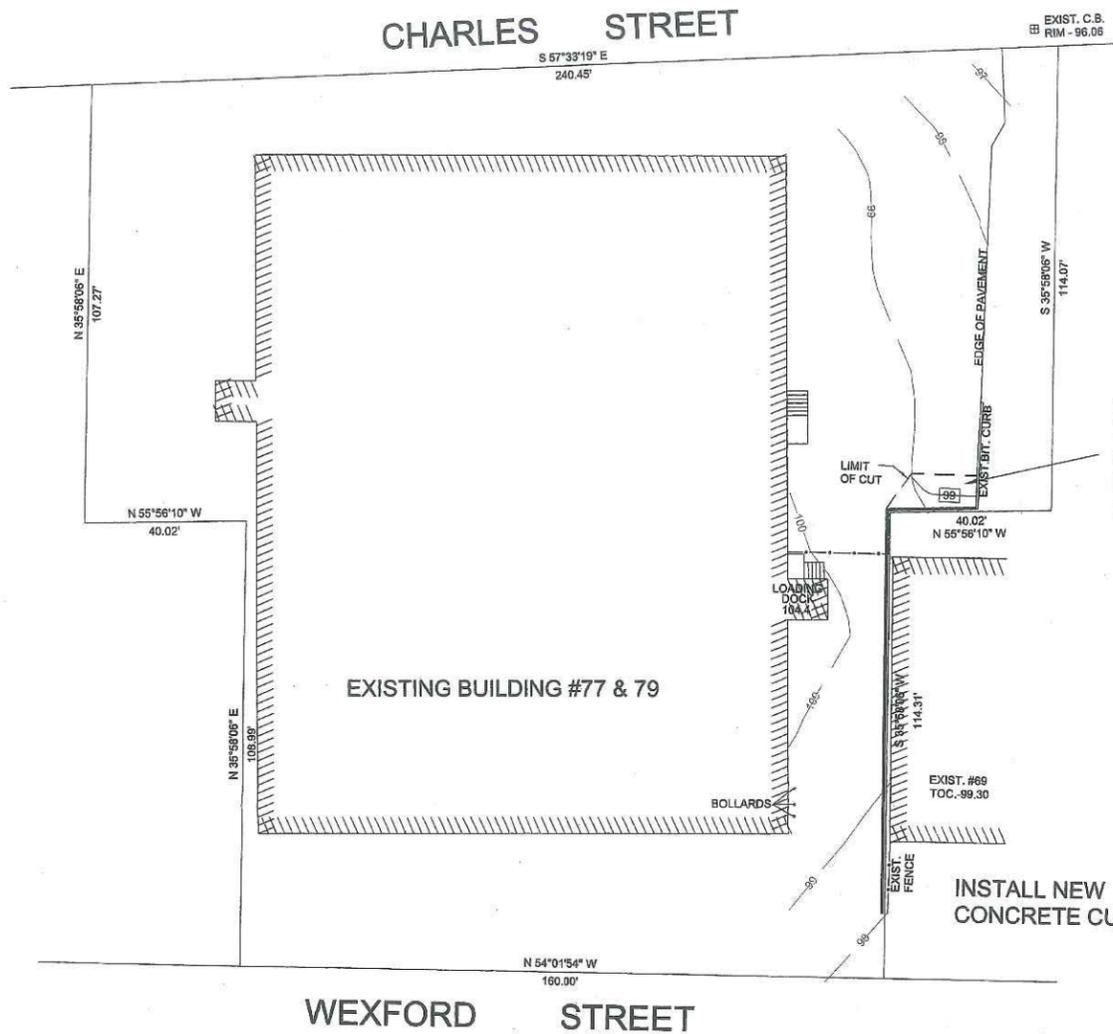
Signature of Official Granting Permit:

Inspector Ernest Steeves Jr.

Title Inspector

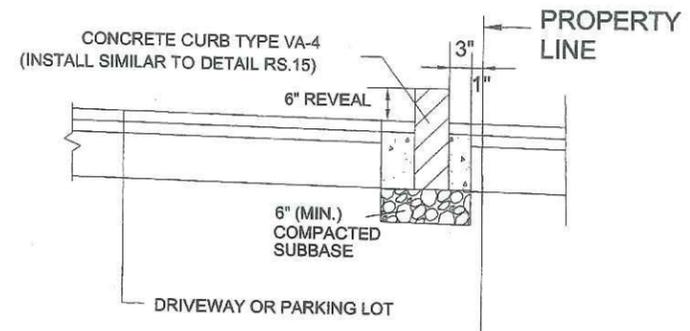
This Permit must be conspicuously posted upon the premises

L77Pfg



REMOVE EXISTING PAVEMENT, REGRADE, INSTALL NEW CONCRETE CURBING, REPLACE EXISTING BITUMINOUS CURBING, REPAVE AREA.

INSTALL NEW CONCRETE CURBING



NOTE: PRECAST CONCRETE CURB SHALL NOT BE USED ON ANY PUBLIC STREET OR WAY. PRECAST CONCRETE CURB MAY BE USED ON PRIVATE WAYS, DRIVEWAYS AND IN PARKING LOTS.

UNLESS OTHERWISE NOTED CONSTRUCTION METHODS, MATERIAL REQUIREMENTS AND METHOD OF MEASUREMENT SHALL BE IN ACCORDANCE WITH THE MASSACHUSETTS HIGHWAY DEPARTMENT (MHD) 1988 STANDARD SPECIFICATIONS AND ALL CURRENT SUPPLEMENTAL SPECIFICATIONS.

ALSO REFERENCE CURRENT MHD CONSTRUCTION AND TRAFFIC STANDARD DETAILS.

**DETAIL
CONCRETE CURBING
N.T.S.**

ALL PAVING SHALL CONFORM TO LOCAL CONSTRUCTION STANDARDS.



LT7PF9

DOVER LAND SURVEYING, INC.

44 CURVE STREET
MEDFIELD, MA 02052

(508) - 410 - 8985

doversurvey@netscape.net

DATE	REVISION
7/15/10	

OWNER:
STEEPLECHASE REALTY TR.
79 WEXFORD STREET
NEEDHAM, MA 02494

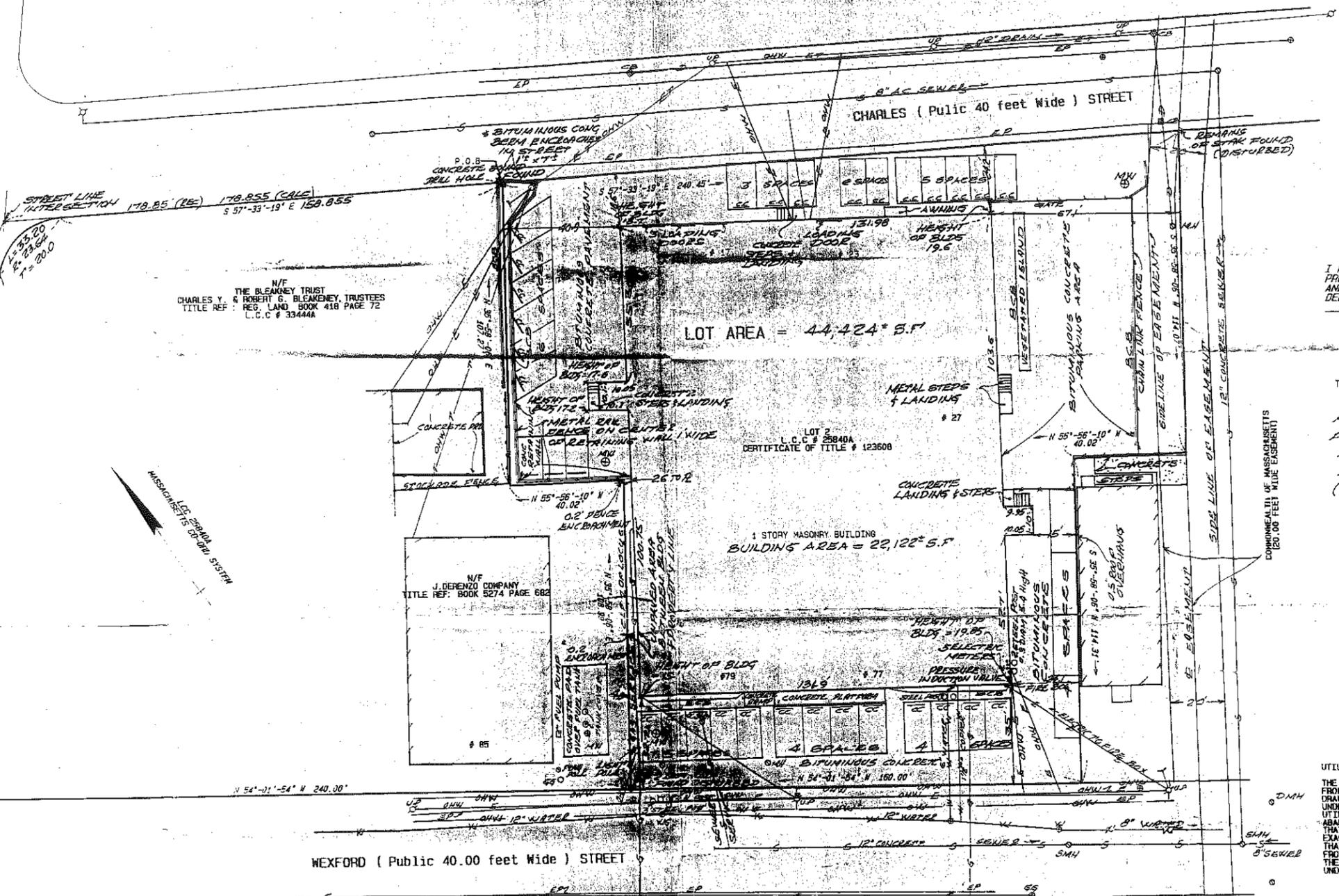
APPLICANT:

SITE LOCATION:
77-79 WEXFORD STREET
NEEDHAM, MASS.

CONCEPTUAL PLAN #1 FOR LAND IN NEEDHAM, MASSACHUSETTS		
SHEET NO.	SCALE	JOB NO.
1 OF 3	1 In. = 20 Ft.	045-10

FREMONT (Private 50.00 Feet Wide) STREET

FREMONT (Public 50.00 Feet Wide) STREET



N/F
THE BLEAKNEY TRUST
CHARLES Y. & ROBERT G. BLEAKNEY, TRUSTEES
TITLE REF: REG. LAND BOOK 418 PAGE 72
L.C.C # 33444A

LOT AREA = 44,424 S.F.

1 STORY MASONRY BUILDING
BUILDING AREA = 22,122 S.F.

N/F
J. DERENZO COMPANY
TITLE REF: BOOK 5274 PAGE 682

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.
DATE: 7/13/95
N/G LAND SURVEYOR

N/F
JEROME DERENZO
TITLE REF: BOOK 10372 PAGE 23

NOTE
PARKING SPACES SHOWN IS PER LOCATION OF DASHED STRIPES ONLY (36 SPACES NOTED)

N/F
SLO WEXFORD LIMITED PARTNERSHIP
TITLE REF: BOOK 10650 PAGE 500, BOOK 10698 PAGE 657

N/F
SILVIO EPIFANO TRUST, SILVIO EPIFANO, TRUSTEE
TITLE REF: BOOK 8011 PAGE 398

UTILITY MARKING
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKE NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

SURVEYOR'S CERTIFICATE
JULY 12, 1995
TO SHANNON BANK, N.A.
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE (1) IN ACCORDANCE WITH MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / ACSM LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1992, AND INCLUDES ITEMS 3, 4, 7, 8, 9, 10, 11 OF TABLE A THEREOF, AND (2) PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION) OF AN "URBAN" SURVEY.
DATE: JULY 12, 1995
(SIGNED) *[Signature]*
JEAN NYSTEN, P.L.S. REG. NO. 26099

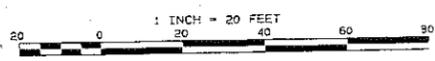
SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP AT 255 245 000 BC WITH A DATE OF IDENTIFICATION OF JUNE 5, 1989. FLOOD INSURANCE IS NOT REQUIRED.

DESCRIPTION:
ALL THAT LOT NUMBERED 3 EXCEPTING FEE IN PORTIONS OF CHARLES AND WEXFORD STREETS AS INDICATED ON SAID PLAN NO 25840A, WHICH IS FILED IN NORFOLK COUNTY REGISTER DISTRICT WITH CERTIFICATE NO 58663, BOOK 279.
BEGINNING AT A CONCRETE BOUND / DRILL HOLE AT THE NORTHERLY CORNER OF SAID LOT 2 IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF CHARLES STREET 178.855 S 57°-33'-19" E FROM THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF FREMONT STREET WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF CHARLES STREET;
THENCE RUNNING S 57°-33'-19" E A DISTANCE OF 240.45 FEET;
THENCE S 35°-58'-06" W A DISTANCE OF 114.07 FEET;
THENCE N 55°-56'-10" W A DISTANCE OF 40.02 FEET;
THENCE S 35°-58'-06" W A DISTANCE OF 107.27 FEET TO A POINT IN THE NORTHEASTERLY LINE OF WEXFORD STREET;
THENCE N 54°-01'-54" W ALONG THE NORTHEASTERLY LINE OF WEXFORD STREET A DISTANCE OF 160.00 FEET;
THENCE N 35°-58'-06" W A DISTANCE OF 108.93 FEET;
THENCE N 55°-56'-10" W A DISTANCE OF 40.02 FEET;
THENCE N 35°-58'-06" W A DISTANCE OF 107.27 FEET TO THE POINT OF BEGINNING.
SO MUCH OF THE ABOVE DESCRIBED LAND AS IS INCLUDED WITHIN THE AREA MARKED COMMONWEALTH OF MASSACHUSETTS-ORAIN (20.00 FEET WIDE) EASEMENT ON SAID PLAN IS SUBJECT TO AN EASEMENT AS SET FORTH IN A TAKING BY THE COMMONWEALTH OF MASSACHUSETTS DATED JANUARY 5, 1954, DULY RECORDED IN BOOK 3232, PAGE 397.
THE ABOVE DESCRIBED LAND IS SUBJECT TO THE FLOW OF A NATURAL WATER COURSE WHICH IS NOW PIPED THROUGH BETWEEN CHARLES AND WEXFORD STREETS.
NOTE: NO MONUMENTS HAVE BEEN SET IN CONNECTION WITH THIS SURVEY.

- LEGEND
- UTILITY POLE
 - ▽ FIRE HYDRANT
 - S/W S WER MANHOLE
 - CATCH BASIN
 - DRAIN MANHOLE
 - GAS MAIN
 - GAS GATE
 - WATER MAIN
 - OVERHEAD WIRES
 - EDGE OF PAVEMENT
 - ELECT TRANSFORMER ON POLE
 - SANITARY SEWER
 - STORM SEWER
 - I.P.P. IRON PIV FOUND (DISTURBED)
 - B.C.B. BITUMINOUS CONCRETE BEAM
 - P.O.B. POINT OF BEGINNING
 - BUY WIRE
 - CONCRETE CURB TYP 6X8

ZONING DATA
DISTRICT: IND: INDUSTRIAL
MINIMUM YARDS REQUIREMENTS
FRONT: 10 FEET
SIDE: NONE
MINIMUM LOT SIZE
10,000 SQ. FT.
MINIMUM FRONTAGE = 60'
MINIMUM HEIGHT = 40'

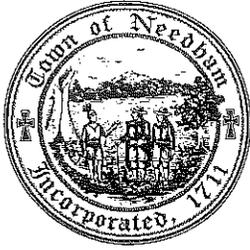
ALTA / ACSM LAND TITLE SURVEY
PLAN OF LAND
IN
NEEDHAM, MASSACHUSETTS.
SCALE: 1" = 20'
DATE: JULY 13, 1995
OWNERS: ESTHER O'CONNELL AND CARL H. JONASSON, TRUSTEES OF THE WEXFORD CHARLES STREET TRUST.



NEA / NYSTEN ENGINEERING ASSOCIATES INC.
126A PLEASANT VALLEY ST. - SUITE 7 - METHUEN, MA 01844
TEL. (508) 975-2575



LT1PF9



**LEGAL NOTICE
Town of Needham
Board of Selectmen
Public Hearing**

Public Notice is hereby given that 888 Illuminate PBB, LLC has made an application in accordance with the provisions of Chapter 148 of the Massachusetts General Laws, for a license to install a tank that will store 1,580 gallons of diesel fuel aboveground at 27 Charles Street, Needham, MA 02494 for AT & T Services.

Upon said application it is hereby ORDERED: That a public hearing be held at the office of the Board of Selectmen, Town Hall, 1471 Highland Avenue, Needham, MA, Tuesday, September 12, 2017 at 7:00 pm, at which time all persons interested may appear and be heard.

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

BOARD OF SELECTMEN

Dated: Needham Times, August 24, 2017

4.1.4 Failure to License. In addition to the requirement that a dog shall be duly licensed as required by law, the owner of a dog not licensed on or before April 30th in any year shall be subject to a fine of fifty dollars (\$50.00), in addition to the license fee, upon the complaint of the dog officer. The owner of any unspayed and unleashed female dog found by the dog officer roaming in season (heat) off the premises of the owner or keeper shall be subject to a fine of fifty dollars (\$50.00). Each such occasion shall constitute separate violations.

4.1.5 Fees. The fees for registering and licensing dogs of all types in the Town shall be established from time to time by vote of the Selectmen.

SECTION 4.2 PUBLIC CARRIAGES AND TAXIS

4.2.1 Licenses. The Board of Selectmen may license hackney carriages or motor vehicles for the conveyance of persons for hire from place to place within the Town and may revoke such licenses at their discretion. A record of all licenses so granted or revoked shall be kept by the Selectmen.

4.2.2 Penalties. No person shall set up, use or drive in the Town any unlicensed hackney carriage or motor vehicle for the conveyance of passengers for hire from place to place within the Town. Any person violating Section 4.2 shall be subject to a penalty not exceeding twenty dollars (\$20) for each offense.

4.2.3 Expiration and Fees. Licenses shall expire on the thirtieth day of April following the date of issuance, and shall not be transferred without the written consent of the Board of Selectmen. For each license the sum of ten dollars (\$10.00) shall be paid to the Town Treasurer for use by the Town. A license so granted shall become void if the applicant neglects or refuses to take out and pay for his license within ten days after notice that it has been granted.

4.2.4 Taxi Stands. The Selectmen may grant to the holder of a license under Section 4.2 a license to use a certain portion of a public way as a taxi stand for the solicitation of passengers for hire and no person shall use any portion of any public way for such purpose without such license. Any person who violates any of the provisions of Sub-section 4.2.4 shall be punished by a fine of not more than twenty dollars (\$20.00) for each offense.

SECTION 4.3 FEES, REGISTRATION APPLICABLE TO FLAMMABLES

4.3.1 Statutory Authority. Pursuant to the authority of M.G.L. Chapter 148, Sections 10A, 13, 38A and 39A, and the Needham Fire Code, there is hereby established a fee schedule for licenses granted by the Board of Selectmen, Annual Certificate of Registration filed with the Town Clerk and Permits granted by the Chief of the Fire Department as follows:

4.3.2 Licenses for the Storage of Flammables issued by the Board of Selectmen

Class A: (all types)					
166	-	40,000 gallons	.	.	\$50.00
40,001	-	80,000 gallons	.	.	200.00
80,001	-	100,000 gallons	.	.	300.00
100,001	-	500,000 gallons	.	.	400.00
500,001	-	1,000,000 gallons.	.	.	500.00
over 1,000,000 gallons	.	.	.	.	800.00
Class B Fuel: (all types)					
501	-	20,000 gallons	.	.	50.00
20,001	-	40,000 gallons	.	.	100.00
40,001	-	80,000 gallons	.	.	200.00
80,001	-	100,000 gallons	.	.	300.00
100,001	-	500,000 gallons	.	.	400.00
500,001	-	1,000,000 gallons.	.	.	500.00
over 1,000,000 gallons	.	.	.	.	800.00

Class C Fluids (all types)					
1,001	-	20,000 gallons	.	.	50.00
20,001	-	40,000 gallons	.	.	100.00
40,001	-	80,000 gallons	.	.	200.00
80,001	-	100,000 gallons	.	.	300.00
100,001	-	500,000 gallons	.	.	400.00
500,001	-	1,000,000 gallons	.	.	500.00
over 1,000,000 gallons	.	.	.	.	800.00
Flammable Solids 101 lbs and up 50.00					
Flammable Gases (within a building)					
3,001 cubic ft. and up	.	.	.	.	50.00
Flammable Gases (outside a building)					
10,001 cubic ft. and up	.	.	.	.	50.00
Liquid Petroleum Gases					
500	-	1,000 gallons	.	.	50.00
over	-	1,001 gallons	.	.	100.00

Automobiles

The parking of four or more vehicles in a structure - two dollars (\$2.00) per vehicle, and not less than fifty dollars (\$50.00).

Advertising costs for a hearing by the Board of Selectmen for the issuance of a license for the storage of flammables shall be paid by the applicant.

The annual fees shall include the cost of the initial registration with the Town Clerk. The fee for each annual renewal registration with the Town Clerk shall be the amount herein specified for the original license as set forth above.

4.3.3 Permit Fees

Underground Storage Tank Removal	.	.	.	.	\$100.00
Underground Storage Tank Installation	.	.	.	.	100.00
Underground Gasoline Tank Removal	.	.	.	.	100.00
Underground Gasoline Tank Installation	.	.	.	.	100.00

SECTION 4.4 GENERAL

4.4.1 Denial, Revocation or Suspension for Failure to Pay Municipal Taxes.

4.4.1.1 The tax collector or other municipal official responsible for records of all municipal taxes, assessments, betterments and other municipal charges, hereinafter referred to as the tax collector, shall annually furnish to each department, board, commission or division, hereinafter referred to as the licensing authority, that issues licenses or permits including renewals and transfers, a list of any person, corporation, or business enterprise, hereinafter referred to as the party, that has neglected or refused to pay any local taxes, fees, assessments, betterments or other municipal charges for not less than a twelve month period, and that such party has not filed in good faith a pending application for an abatement of such tax or a pending petition before the appellate tax board.

4.4.1.2 The licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers of any party whose name appears on said list furnished to the licensing authority from the tax collector or with respect to any activity, event or other matter which is the subject of such license or permit and which activity, event or matter is carried out or exercised or is to be carried out or exercised on or about real estate whose owner has neglected or refused to pay local taxes, fees, assessments, betterments or any other municipal charges provided, however, that written notice is given to the party and the tax collector, as required by applicable provisions of law, and the party is given a hearing, to be held not earlier than fourteen days after said notice. Said list shall be prima facie evidence for denial, revocation or suspension of said license or permit to any party. The tax collector shall have the right to intervene in any hearing conducted with respect

27 CHARLES STREET 300 FEET

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
FEDEROW, WALTER, TRUSTEE	FIFTY-FIVE CHARLES STREET REALTY TRUST	62 NORWICH RD	NEEDHAM	MA	02492	1990740002800000	7 ARLINGTON RD
CHIAPPISI, ALPHONSE P., SUSAN I. &	NANNINI, GAIL M., CO-TRUSTEES	324 COUNTRY WAY	NEEDHAM	MA	02492	1990740003100000	26 WEXFORD ST
43 WEXFORD STREET LLC		180 COUNTRY WAY	NEEDHAM	MA	02492	1990740002900000	43 WEXFORD ST
ROMA, DANIEL A. TR.	MAD DOG REALTY TRUST	29 FRANKLIN ST	NEEDHAM	MA	02494	1990750000800000	29 FRANKLIN ST
85 WEXFORD STREET, LLC		43 CHARLES ST	NEEDHAM	MA	02494	1990750001600000	85 WEXFORD ST
43 CHARLES STREET LLC		43 CHARLES ST	NEEDHAM	MA	02494	1990750001900000	43 CHARLES ST
L & T LLC		6 BROOK RD	NEEDHAM	MA	02494	1990740003000010	6 BROOK RD
10-16 CHARLES STREET, LLC	C/O CHARLES STREET REALTY PARTNERS LLC	985 CENTRE ST	NEEDHAM	MA	02494	1990750002300000	10 CHARLES ST
E & S ASSOCIATES LLC		129 SOUTH STREET	BOSTON	MA	02111	1990740003300000	19 WEXFORD ST
Y D I LLC		40 FRANKLIN ST	NEEDHAM HTS	MA	02494	1990750000300000	40 FRANKLIN ST
37 FRANKLIN LLC		55 FRANKLIN ST	NEEDHAM	MA	02494	1990750000600000	37 FRANKLIN ST
51 FREMONT STREET, LLC		43 CHARLES ST	NEEDHAM	MA	02494	1990750001000000	51 FREMONT ST
78 FREMONT STREET LLC	C/O WILLIAM R. SCANLON	78 FREMONT STREET	NEEDHAM	MA	02492	1990750002400000	78 FREMONT ST
60 CHARLES STREET LLC		43 CHARLES ST	NEEDHAM	MA	02494	1990740002700000	60 CHARLES ST
CONNAUGHTON, WILLIAM, TRUSTEE	NINETEEN BROOK TRUST	32 FREMONT STREET	NEEDHAM	MA	02494	1990750000100000	19 BROOK RD
CHIAPPISI, ALPHONSE P., TR.	FREIMONT STREET REALTY TRUST	324 COUNTRY WAY	NEEDHAM	MA	02492	1990750001200000	35 FREMONT ST
30 CHARLES STREET LLC		PO BOX 920141	NEEDHAM	MA	02492	1990750002100000	30 CHARLES ST
MCVEIGH, ANNE MARIE, TR	4 ARLINGTON RD REALTY TRUST	4 B ARLINGTON RD	NEEDHAM	MA	02494	1990750003900020	4B ARLINGTON RD
CMH REALTY, LLC		52 BROOK RD	NEEDHAM	MA	02494	1990740003000020	50 BROOK RD
163 HIGHLAND OWNER LLC	1311 MAMARONECK AVE SUITE 260	C/O ACADIA REALTY TRUST	WHITE PLAINS	NY	10605	1990740002300000	161 HIGHLAND AVE
FONTECCHIO, RICHARD A. &	SIGNORI, MARCO E.	2 CLEARVIEW DR	NATICK	MA	01760	1990740003200000	27 WEXFORD ST
CONNAUGHTON, WILLIAM C, TR	NEEDHAM AT 128 R & D TRUST	32 FREMONT ST	NEEDHAM HTS	MA	02494	1990750000200000	16 FRANKLIN ST
TOYONDA MOTORS, INC	C/O JOHN TAKAR	356 VILLAGE ST	MEDWAY	MA	02053	1990750000400000	69 FRANKLIN ST
55 FRANKLIN LLC		280 COHASSET STREET	FOXBORO	MA	02035	1990750000500000	55 FRANKLIN ST
MOSKOWITZ S. & SCONNIX REALTY TRUST	C/O AMERICAN TOWER CORPORATION	PO BOX 723597	ATLANTA	GA	31139	1990750002700000	0 RESERVOIR ST
NEGOSHIAN, JOHN, TRUSTEE	JMN REALTY TRUST	1101 SOUTH ST	NEEDHAM	MA	02492	1990750003700000	52 WEXFORD ST
G & M REALTY INTERNATIONAL, LLC		56 BROOK RD	NEEDHAM	MA	02494	1990740003000030	56 BROOK RD
MCVEIGH, ANN MARIE TR	MBMAIL REALTY TRUST	4 ARLINGTON RD	NEEDHAM	MA	02494	1990750003900010	4A ARLINGTON RD
SLD 59 WEXFORD ST. LLC		25-31 DARTMOUTH ST	WESTWOOD	MA	02090	1990750001800000	59 WEXFORD ST
SULLIVAN, THOMAS J., TR	C/O ROBERT NEALON, SULLIVAN REALTY TRUST	P.O. BOX 122	NEEDHAM	MA	02456	1990750002500000	74 FREMONT ST
MASS BAY TRANSPORTATION AUTHORITY		10 PARK PLAZA	BOSTON	MA	02116	1990010999999980	0 RAILROAD
SOCCI, DANIEL	C/O PHILIP T. BLEAKNEY	33 PENNSYLVANIA AVE	NEEDHAM	MA	02492	1990750000900000	76 WEXFORD ST
THE BLEAKNEY TRUST		P. O. BOX 174	NEEDHAM HTS	MA	02494	1990750001500000	95 WEXFORD ST
69 WEXFORD STREET, LLC		14 ROLAND ST	NEEDHAM	MA	02461	1990750003800000	69 WEXFORD ST
KNB REALTY, LLC		43 FREMONT ST	NEEDHAM	MA	02494	1990750001100000	43 FREMONT ST
NSTAR ELECTRIC COMPANY		32 FREMONT STREET	NEEDHAM	MA	02494	1990750001400000	32 FREMONT ST
888 ILLUMINATE PRETTY BRICK BLDG LLC	C/O QUINCY AND COMPANY	144 GOULD ST. STE 152	NEEDHAM	MA	02494	1990750001700000	77 WEXFORD ST
SULLIVAN, PAUL JR. & PETER, TRS.	PETER AND PAUL SULLIVAN FAMILY RLTY TR.	93 HALCYON RD	NEEDHAM	MA	02459	1990750002600000	70 FREMONT ST

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



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

MEETING DATE: 9/12/2017

Agenda Item	Public Hearing – New Restaurant All Alcoholic Beverages License: Needham Food & Beverage located at 200 First Avenue
Presenter(s)	Brian J. Hughes, Attorney Michael Gendrin, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Attorney Brian Hughes will present an application for an All Alcoholic Beverage License for Needham Food & Beverage, a separate entity which will be located in the new Claremont Hotel, currently under construction at 200 First Avenue, Michael W. Gendrin – proposed manager. The licensed premise will contain approximately 1,568 sq. ft. on the first floor of the hotel consisting of bar and dining/lounge, with a total seating capacity of 86 patrons. The premise has two entrances and four exits. Abutters were notified of public hearing and there are no spiritual or educational organizations located within the required radius.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	That the Board of Selectmen vote to approve the application for a new Restaurant All Alcohol License for Needham Food & Beverage located at 200 First Avenue, Michael W. Gendrin, Manager, and a 2017 Common Victualler License, and to forward the approved Alcohol License application to the ABCC for approval.
3.	BACK UP INFORMATION ATTACHED
	<ul style="list-style-type: none">a) Retail Alcoholic Beverages Licenseb) Beneficial Interest – Organizationc) Vote of Corporate Boardd) Business Structure Documentse) Liquor License Management & Restaurant Utilization Agreementf) Sample Menug) Floorplanh) Legal Noticei) Abutter Listj) Common Victualler Application <p style="text-align: center;"><i>Complete application on file in the Office of the Town Manager</i></p>



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

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

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

1. NAME OF PROPOSED LICENSEE (Business Contact)

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

2. RETAIL APPLICATION INFORMATION

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

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

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

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

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

Yes No Chapter Acts of

3. LICENSE INFORMATION / QUOTA CHECK

On/Off-Premises

City/Town

TYPE

CATEGORY

CLASS

4. APPLICATION CONTACT

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

First Name: Middle: Last Name:

Title: Primary Phone:

Email:

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

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

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

- A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.
- B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.
- C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Claremont Food and Beverage, LLC	LLC Member	100	
Elias Patoucheas	LLC Manager	0	Manager of Needham Food and Beverage, LLC

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
Backyard Trust No. 2	LLC Member	0	Sole Member of Claremont Fc
Francis X.J. Lynch	Other	0	Trustee of Backyard Trust No
Claremont Needham Suites, LLC	Landlord	0	
Claremont Hotels, LLC	Management Agreement	0	

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

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

Floor Number	Square Footage	Number of Rooms	Patio/Deck/Outdoor Area Total Square Footage
1	1,568+/-	1	0
			Indoor Area Total Square Footage <input type="text" value="1,568+/-"/>
			Number of Entrances <input type="text" value="2"/>
			Number of Exits <input type="text" value="4"/>
			Proposed Seating Capacity <input type="text" value="86"/>
			Proposed Occupancy <input type="text" value="120"/>

Occupancy of Premises

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

Please indicate by what right the applicant has to occupy the premises: Landlord Name:

Lease Beginning Term: Landlord Phone:

Lease Ending Term: Landlord Address:

Rent per Month:

Rent per Year:

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

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

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

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

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

Entity Name:	Needham Food and Beverage, LLC	FEIN:	82-2428566
DBA:		Fax Number:	508-930-8633
Primary Phone:	508-279-4300	Email:	
Alternative Phone:		Legal Structure of Entity	LLC

Business Address (Corporate Headquarters) Check here if your Business Address is the same as your Premises Address

Street Number:	1	Street Name:	Lakeshore Center
City/Town:	Bridgewater	State:	MA
Zip Code:	02324	Country:	USA

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

Street Number:	1	Street Name:	Lakeshore Center
City/Town:	Bridgewater	State:	MA
Zip Code:	02324	Country:	USA

Is the Entity a Massachusetts Corporation? Yes No

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

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? Yes No *If yes, please complete the following table.*

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action:

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

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

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

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? Yes No

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

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

If yes, percentage of interest

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

Officer Sole Proprietor
 Stockholder LLC Manager
 LLC Member Director
 Partner Landlord
 Contractual Revenue Sharing
 Management Agreement Other

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

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

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

Employment Information of Proposed Manager

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

Date(s)	Position	Employer	Address	Phone
6/2017	GENERAL MANAGER	CLAREMONT CORP	BRIDGEWATER, MA	508-279-4300
2010-2017	GENERAL MANAGER	COLWEN HOTEL MANAG.	PORTSMOUTH, NH	603-897-6100
2010	GENERAL MANAGER	CLAREMONT CORP	BRIDGEWATER, MA	508-279-4300
2007-2010	GENERAL MANAGER	COLWEN HOTEL MANAG.	PORTSMOUTH, NH	603-897-6100

Prior Disciplinary Action of Proposed Manager

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

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	0
B. Purchase Price for any Business Assets	0
C. Costs of Renovations/Construction	0
D. Purchase Price of Inventory	\$5,000.00
E. Initial Start-Up Costs	0
F. Other (Please specify)	0
G. Total Cost (Add lines A-F)	\$5,000.00

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

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

Source of Cash Investment

Name of Contributor	Amount of Contribution
Needham Food and Beverage, L	\$5,000.00
Total	\$5,000.00

Source of Financing

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

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? Yes No

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

License Stock / Beneficial Interest Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license? Yes No

Does the lease require a pledge of this license? Yes No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	Claremont Food and Beverage, LLC	FEIN:	82-2428384
Primary Phone:	508-279-4300	Fax Number:	508-930-8633
Alternative Phone:		Email:	

Business Address			
Street Number:	1	Street Name:	Lakeshore Center
City/Town:	Bridgewater	State:	MA
Zip Code:	02324	Country:	USA

Mailing Address		<input checked="" type="checkbox"/> Check here if your Mailing Address is the same as your Business Address	
Street Number:		Street Name:	
City/Town:		State:	MA
Zip Code:		Country:	

Publicly Traded
Is this organization publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No

Ownership / Interest	
Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? <input checked="" type="radio"/> Direct <input type="radio"/> Indirect	If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds. <input type="text" value="100"/>
If you hold an indirect beneficial interest in this license, please complete the <u>Ownership / Interest</u> Table on the next page.	

Ownership / Interest

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

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action

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

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name: FEIN:

Primary Phone: Fax Number:

Alternative Phone: Email:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

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

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Publicly Traded

Is this organization publicly traded? Yes No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? Direct Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

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

Ownership / Interest

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

Name of Beneficial Interest - Organization	FEIN
Claremont Food and Beverage, LLC	82-2428384

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action

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

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

VOTE OF THE LIMITED LIABILITY COMPANY

At a meeting of the members of NEEDHAM FOOD AND BEVERAGE, LLC held at One Lakeshore Center, Bridgewater, Massachusetts 02324 on August 10, 2017 it was duly voted that the Company apply to the Town of Needham and Massachusetts Alcoholic Beverages Control Commission for an All Alcoholic Beverages License to be exercised on the premise at 200 First Avenue, Needham, Massachusetts.

The Company hereby made affirmative votes on the following matters:

“VOTED: To authorize Needham Food and Beverage, LLC to apply for an All Alcoholic Beverages License from the Town of Needham and Massachusetts Alcoholic Beverages Control Commission for the license to be exercised on the premises at 200 First Avenue, Needham, Massachusetts.”

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

“VOTED: To authorize ELIAS PATOUCHEAS to sign the application for the license in the name of Needham Food and Beverage, LLC and to execute in its behalf any necessary papers, and to do all things required relative to the granting of the license.”

This is to certify that Needham Food and Beverage, LLC is a limited liability company duly organized under the laws of the Commonwealth of Massachusetts.

This Company has NOT been dissolved.

A TRUE COPY ATTEST



Elias Patoucheas, Manager

Date: August 10, 2017



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001285931

1. The exact name of the limited liability company is: NEEDHAM FOOD AND BEVERAGE, LLC

2a. Location of its principal office:

No. and Street: 1 LAKESHORE CENTER
 City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 1 LAKESHORE CENTER
 City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

OWNING AND OPERATING A BAR AND RESTAURANT AND ALL OTHER LAWFUL BUSINESS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ELIAS PATOUCHEAS
 No. and Street: 1 LAKESHORE CENTER
 City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

I, ELIAS PATOUCHEAS resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ELIAS PATOUCHEAS	1 LAKESHORE CENTER BRIDGEWATER, MA 02324 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ELIAS PATOUCHEAS	1 LAKESHORE CENTER BRIDGEWATER, MA 02324 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of August, 2017,

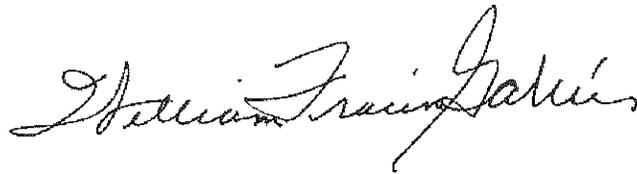
ELIAS PATOUCHEAS

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

August 09, 2017 02:14 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

COMMERCIAL LEASE

This LEASE entered into this 16th day of August 2016, by and between **CLAREMONT NEEDHAM SUITES, LLC**, a Delaware limited liability company with a principal place of business of 1 Lakeshore Center C/O The Claremont Company, Inc. Bridgewater, MA 02324 ("**Landlord**"), and **NEEDHAM FOOD AND BEVERAGE, LLC**, having a business address of 1 Lakeshore Center C/O The Claremont Company, Inc. Bridgewater, MA 02324 USA ("**Tenant**").

ARTICLE 1 - Grant and Description of Premises Landlord, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties hereto, demises and leases to Tenant, bar/restaurant space (the "**Premises**") in the building located at and known as 200 First Avenue, Needham, Massachusetts 02494 (hereinafter the "**Building**"), together with the right to use in common with others entitled thereto, the areas designated for the common use of all Tenants of the Building.

ARTICLE 2 - Commencement and Length of Term: The Lease shall be for a term commencing on the date that the Tenant takes possession of the Premises (the "**Commencement Date**") and terminating ten (10) years from said Commencement Date, unless sooner terminated or extended as hereinafter expressly provided (said period is referred to as "**Initial Term**" and said Initial Term together with any renewal periods is referred to as "**Term**"). Tenant and Landlord covenant and agree that the Commencement Date shall occur on January 1, 2018 and Terminating on December 31, 2027.

ARTICLE 3 - Renewal Options: Provided Tenant is not in default of any of its obligations hereunder which have not been cured prior to the renewal period, Tenant is hereby granted the right to renew this Lease for two (2) successive five (5) year renewal periods (the "**Renewal Period**"). To exercise such options, Tenant shall give to Landlord written notice at least six (6) months prior to the expiration of the Initial Term or any renewal period of the Term, which notice shall be delivered by first class mail.

ARTICLE 4 - Rent: Tenant shall pay a minimum rent ("**Basic Rent**") as follows: during the Initial Term, the Basic Rent shall be paid at a rate of Twelve-Thousand (\$12,000.00) annually, prepaid in monthly installments of One-Thousand (\$1,000.00) Dollars:

ARTICLE 5 - Taxes, Utilities and Other Charges: Landlord agrees to pay its pro rata share of all general and special taxes, including existing and future assessments of any kind or nature, lawfully imposed by any governmental authority upon the Building and all operating expenses assessed to the Building (the taxes and operating expenses are collectively referred to as "Taxes"). Tenant shall pay when due all general and special taxes imposed upon all fixtures, equipment and personal property of every type which Tenant maintains in the Premises directly to the taxing authority. Commencing on the Commencement Date, charges for all utility services to the Premises, including, but not limited to, gas, steam, electricity, water, sewer and telephone charges (collectively "Utilities") shall be included in the amount for Basic Rent.

ARTICLE 6 - Landlord's Right To Cure: If Tenant shall at any time fail to pay any amounts required in this Lease or to take out, pay for, maintain, or deliver any of the insurance policies provided for in this Lease, or shall fail to perform any other act on its part to be made or performed under this Lease, then Landlord, without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may (but shall be under no obligation to): (1) pay any tax or assessment so payable by Tenant, or (2) take out, pay for and maintain any of the insurance policies provided for in this Lease, or (3) after ten (10) days' written notice to Tenant (or immediately and without notice in situations involving potential danger to the health or safety of persons in, on or about the Premises or a threat of deterioration of, or damage to, the Premises), make any other payments or perform or cause to be performed any act on Tenant's part to be made or performed as in this Lease provided, and may enter upon the Premises for any such purpose and take all such action thereon as may be necessary therefor. All sums so paid by Landlord and costs and expenses incurred by Landlord in connection with the performance of any such act shall be paid by Tenant to Landlord on demand as if the same were additional rent hereunder (and nonpayment of which shall have the same consequences as nonpayment of rent).

ARTICLE 7 - INTENTIONALLY OMITTED

ARTICLE 8 - Use of Premises: Subject to the restrictions hereinbelow, Tenant shall have the right to use the Premises solely for the purpose of operating a bar/restaurant business (the foregoing use is hereinafter referred to as "Permitted Use"). Any expansion or alteration of the Permitted Use of the Premises shall be subject to Landlord's prior written consent and subject to all applicable laws, ordinances and regulations. Any knowing and willing use of the Premises by Tenant or Tenant's employees, or agents for any illegal activity, which results in a criminal conviction, shall be grounds for immediate termination of the Lease by the Landlord. Tenant shall adhere to all of the following in its Permitted Use of the Premises:

(a) Tenant agrees promptly to comply with all laws, ordinances, orders and regulations affecting the Premises and the cleanliness, safety, operation and use thereof. Tenant also agrees to comply with the requirements and reasonable recommendations of any insurance company, inspection bureau or similar agency providing services to Landlord with respect to the Premises. Tenant agrees not to permit any use that overloads the applicable utility lines servicing the Premises.

(b) Tenant agrees not to: (i) make any use of or allow the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of the Landlord's insurance thereof; (ii) use the Premises for any purpose whatsoever which might create a public nuisance; (iii) cause structural damage; (iv) commit or suffer any waste; (v) discharge any hazardous waste, oil or toxic substances on the Premises; (vi) permit offensive odors; (vii) use the Premises or operate Tenant's business in violation of any law, ordinance, rule, by-law, code or regulation of any governmental authority; or (viii) permit any nude entertainment to be conducted on the Premises.

Failure of Tenant to strictly adhere to the provisions of this Article 8 shall be deemed a Default Event by Tenant under Article 18 hereof and Landlord shall be entitled to pursue all remedies provided in this Lease resulting from such Default Event.

ARTICLE 9 – Utilities: Landlord shall have no obligation to provide Utilities other than the Utilities and equipment within the Premises as of the Commencement Date. In the event Tenant requires additional Utilities or equipment, the installation and maintenance thereof shall be the Tenant's sole obligation, provided that such installation shall be subject to the prior written consent of the Landlord, which consent shall not be unreasonably withheld and/or delayed. No interruption or discontinuance of any Utility, or inability to obtain same, regardless of the nature of the cause shall be deemed an eviction or disturbance of Tenant, relieve Tenant from any obligation under this Lease, or create any liability on the part of Landlord. Tenant agrees to indemnify Landlord against any damage caused by overloading of any Utility system on the Premises or connected with same.

ARTICLE 10 - Condition, Improvements, Repairs and Maintenance:

10.1 Walk-thru of the Premise. Tenant shall conduct a walk-thru of the Premises within 3 – 5 business days of the Commencement Date of this Lease. Premises shall be in the same condition as of the date of this Agreement, reasonable wear and tear expected.

10.2 Condition of Premises. Tenant accepts the Premises "as is" in the condition in which it is on the date of the execution of this Lease. Except as otherwise provided in Section 10.6 below, Tenant acknowledges that Tenant shall be responsible, at its sole cost and expense, for making all necessary leasehold improvements required to make the Premises suitable for the Permitted Use and for bringing the Premises into full compliance with all applicable laws for Tenant's Permitted Use of the Premises ("**Tenant's Work**").

10.3 Improvements to the Premises. Provided that no emergency exists (such as bursting pipes and the like), Tenant shall not commence any Tenant's Work nor make any alterations, improvements and/or additions to the Premises (collectively "**Improvements**") without first providing Landlord with detailed plans for any Tenant's Work and obtaining, in each instance, the written consent of Landlord, such consent not to be unreasonably withheld or delayed. Any Tenant's Work and any such Improvements by Tenant shall be made in accordance with all applicable laws and shall be in a good and workmanlike manner and in accordance with the provisions of this Lease. Any Tenant's Work and any Improvements made by Tenant upon the Premises and which in any manner are attached to the floors, walls or ceilings (including, without limitation, any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor and any electrical, plumbing, heating, ventilating and/or air-conditioning systems and equipment) shall remain upon the Premises, and at the termination of this Lease shall be surrendered with the Premises as part thereof without disturbance, molestation or injury. However, the usual trade fixtures, furniture and equipment not currently located in the Premises, which may be installed in the Premises during the Term hereof at the cost of Tenant shall be removed by Tenant from the Premises upon termination of this Lease. Further, Tenant covenants and agrees, at its sole cost and expense, to repair any and all damage to the Premises resulting from or caused by such removal. In any event, any trade fixtures, equipment, furniture and other personal property which remain in the Premises following the expiration or earlier termination of the Term hereof, at Landlord's option, may thereafter be removed and stored at the cost of Tenant, or retained as the property of Landlord or sold or otherwise disposed of by Landlord, in any such case without any liability to or recourse by Tenant or anyone claiming by, through or under Tenant. All Tenant's Work and Improvements shall conform to all

applicable statutes, ordinances, regulations, codes and requirements of Landlord's and Tenant's underwriters. Landlord's approval of plans and specifications shall not constitute an acknowledgment that work done in conformity therewith will so conform, and Tenant shall be solely responsible for corrections in Tenant's Work and Improvements required by any governmental agency or insurance underwriters. Tenant shall obtain and convey to Landlord approvals from all agencies with jurisdiction over matters relative to electrical, gas, water, heating and cooling, and telephone work, and shall secure its own building and occupancy permits. Landlord reserves the right to require changes in Tenant's Work and Improvements when necessary by reason of code requirements or directives of governmental authorities having jurisdiction over the Premises.

10.3 Insurance Related to Improvements. Prior to commencement of any Tenant's Work and/or Improvements and until completion thereof, Tenant shall maintain, or cause to be maintained, casualty insurance in builder's risk form covering Landlord, Landlord's agents, servants or employees, Tenant and Tenant's contractors, as their interests may appear, against loss or damage by fire, vandalism and malicious mischief, and such other risks as are customarily covered by the so-called "extended coverage endorsement" upon all Tenant's Work and/or Improvements, and all materials stored at the site of Tenant's Work and/or Improvements. In addition, Tenant agrees to require all contractors and subcontractors engaged in the performance of Tenant's Work and/or Improvements to effect and maintain, and deliver to Tenant and Landlord, certificates evidencing the existence of, prior to commencement of any Tenant's Work and/or Improvements and until completion thereof, the following insurance coverages:

(a) Worker's Compensation Insurance - In accordance with the laws of The Commonwealth of Massachusetts, including Employer's Liability Insurance, with limits as required by law.

(b) Comprehensive public liability insurance in the same form and limits as Tenant is required under Article 13.1 of this Lease to carry or in such greater amounts as the Landlord may reasonably determine and hereafter from time to time advise Tenant in writing.

Prior to commencement of any Tenant's Work and/or Improvements, Tenant shall deliver to Landlord certificates of all required insurance, and evidence of the payment of premiums thereon (and certificates of renewal, and evidence of premium payments with reference thereto, where appropriate). All such certificates shall state that the same is non-cancellable and non-amendable without thirty (30) days' prior written notice to Landlord.

10.4 Mechanic's Liens. Tenant shall promptly pay all contractors and materialmen hired by Tenant to furnish any labor or materials for such Tenant Work and/or Improvements. Should any lien be made or filed, Tenant shall bond against or discharge same within ten (10) days after the lien is made or filed. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord as additional rent on the first day of the next month following receipt of a bill from Landlord itemizing its costs. Tenant agrees to save and hold Landlord harmless from any loss, cost or suit brought by any person for injuries sustained, or property damage arising out of Tenant's Work and/or Improvements to the Premises.

10.5 Tenant Repairs and Maintenance. Tenant covenants throughout the Term, at its sole cost and expense, to keep the Premises, inside and outside, and all leasehold improvements, fixtures

and equipment therein, and all signs of Tenant erected thereon, in good repair and condition, making all repairs thereto in a timely fashion or as Landlord may reasonably request from time to time in furtherance of this Article. All repairs are to be in a good and workmanlike manner. Tenant's responsibility hereunder, at its sole cost and expense, shall include, without limitation, repair and replacement in a workmanlike manner all of the following property: all mechanical equipment required for operation of the Premises, all fixtures and equipment within the Premises. The provisions of this Article shall not require Tenant to make capital improvements to the structural parts of the Building, including the foundation, bearing walls and columns, roof or utility lines outside the Building, unless the condition necessitating such capital improvements to the structural parts have been caused by Tenant, its agents, servants or invitees. Tenant shall, at its sole cost and expense, arrange for rubbish removal and for janitorial services with respect to the Premises. If Tenant refuses or neglects to make such repairs or to maintain the Premises as provided herein in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant reasonable written notice, except in situations deemed to be emergency situations by Landlord, to make such repairs or perform such maintenance on behalf of and for the account of Tenant, and Tenant shall pay Landlord's costs and expenses of such work as additional rent on the first day of the month following receipt of a bill from Landlord therefore.

10.6 Landlord Maintenance and Repairs. Landlord shall, within a reasonable period after receipt of notice from Tenant, make or cause to be made necessary structural repairs to the exterior walls (but excluding plate glass and signs) and shall keep in good order, condition and repair the exterior foundations of the Premises and the plumbing located within the common areas and/or outside of the Building. Landlord shall not be required to make any such repairs or installations where the need for same are necessitated, caused or occasioned by (i) any act or omission or negligence of Tenant or its employees, agents, invitees, licensees, visitors or contractors, or (ii) fire or other casualty or condemnation, except as provided in Article 14. Landlord agrees to provide the following improvements to the premises:

- (a) None

10.7 Intentionally omitted.

10.8 Landlord's Access. Upon reasonable notice to Tenant and at reasonable times, Landlord may enter upon the Premises to inspect, maintain and repair the Premises if Landlord reasonably believes that Tenant has not adequately done so, and to charge to Tenant the cost thereof. Tenant agrees to pay said charges when and if such charges are presented for payment.

ARTICLE 11 - Additional Covenants of Tenant: Tenant also agrees and covenants with Landlord throughout the Term of the Lease:

- (a) To pay all Basic Rent and additional rent at the times and in the manner set forth herein.
- (b) To provide Landlord upon reasonable written request with evidence that it has paid all taxes and assessments required hereunder, including without limitation, all state and federal sales taxes.
- (c) To comply promptly with all applicable laws, rules, regulations, by-laws, ordinances, requirements and orders of governmental authorities, boards of fire underwriters, Massachusetts Department of Revenue, Massachusetts Alcohol Beverage Control Commission and similar organizations.

(d) To make all structural and non-structural repairs, alterations, additions or replacements to the Premises required under the terms of this Lease, or as shall become required during the Term, by the terms of this Lease or by any law, rule, order, regulation or requirement of any public authority (or the fire insurance rating association having jurisdiction).

ARTICLE 12 - Quiet Enjoyment: Provided Tenant is not in default, Tenant shall have the peaceable and quiet enjoyment and possession of the Premises during the Term hereof without any hindrance or molestation from Landlord, its agents, servants or employees.

ARTICLE 13 - Insurance and Indemnification:

13.1 **Landlord's Insurance.** At all times during the Term of this Lease, Landlord will maintain, in commercially reasonable amounts, (a) fire and extended coverage insurance on the Building, and (b) public liability and property damage insurance.

13.2 **Tenant's Insurance.** Tenant, at its own cost and expense, shall obtain and maintain in full force and effect during the Term of this Lease, policies of insurance covering the following risks:

(a) Fire and extended coverage insuring the Premises and all leasehold improvements and equipment (exclusive of the Tenant's own equipment) in the Premises in an amount equivalent to the "full replacement cost" of the thereof (excluding foundation and excavation costs) and all of Tenant's equipment, trade fixtures, appliances, furniture, and personal property from time to time, on or upon the Premises. Landlord may demand that the "full replacement cost" shall be determined from time to time during the Term hereof at the request of Landlord by an appraiser, engineer, architect or contractor designated by Landlord, paid for by Tenant and approved in writing by Landlord. No omission on the part of Landlord to request any such determination shall relieve Tenant of any of its obligations under this Article 13.

(b) Comprehensive public liability insurance including product liability insurance, property damage insurance and personal property insurance in amounts not less than \$1,000,000 with respect to injuries to one person and \$1,000,000 with respect to injuries suffered in any one accident, or such higher limits as may be reasonably required by Landlord from time to time.

(c) Business interruption insurance in amounts sufficient to prevent Tenant from becoming a co-insurer thereof, and to assure the continuance of the operating income and profit of Tenant's business at the Premises during any period in which Tenant is unable to conduct such business in the Premises, or any part thereof, by reason of loss or damage due to fire or other casualty, the elements, civil commotion or riot, or any other cause, whether insured or uninsured.

Such policies shall name Landlord, any other parties in interest designated by Landlord, and Tenant as the insured party, and shall contain a clause that the insurer shall not cancel such policies without thirty (30) days prior written notice to Landlord and shall be issued by insurers licensed to sell casualty and property insurance in The Commonwealth of Massachusetts. On or before the Commencement Date and at least thirty (30) days before any such policy shall expire, Tenant shall deliver a certificate of such insurance coverage to Landlord.

13.3 **Compliance.** Tenant shall not violate or permit violation of any of the conditions and provisions contained in the insurance policies provided for hereunder. Tenant shall perform and satisfy the requirements of the insurance company writing any such policy, so that at all times insurance companies of good standing shall be willing to write or to continue such insurance policies.

13.4 Waivers of Subrogation. Landlord and Tenant each hereby release the other, to the extent of their insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the other or its agents, provided however, this release shall be in force and effect only with respect to loss or damage occurring during such time as the policies covering such loss or damage shall contain a clause to the effect that this release shall not affect said policies or the right to recover thereunder. Landlord and Tenant agree that their fire and other casualty insurance policies will include such a clause so long as the same is includable without extra cost, or if an extra cost is chargeable therefor, so long as the other pays such extra cost. If an extra cost is chargeable therefor, the insured will advise the other party of the cost. The other party at its election may pay the same, but shall not be obligated to do so.

13.5 Indemnification. Notwithstanding its insurance obligations, Tenant shall indemnify and save harmless Landlord and its officers, directors, shareholders, managers, employees and agents against and from (a) all claims of any kind or nature by or on behalf of any person arising out of (i) any condition of the Premises, or (ii) the construction, reconstruction, improvement, use, occupancy, conduct or management of or from any work or anything done or omitted to be done in or about the Premises, or (iii) any accident, injury or damage to any person or property occurring in or about the Premises resulting from the operation of Tenant's business at the Premises or for any other reason whatsoever, or (iv) any breach or default by Tenant of any of its obligations hereunder, or (v) any act or omission of Tenant or any of its agents, contractors, servants, employees, or licensees, and (b) all costs, counsel fees, expenses or liability reasonably incurred in connection with any such claim or action or proceeding brought thereon. If any action or proceeding is brought against Landlord or any such member, manager, officer, employee or agent by reason of any indemnified claim, Landlord shall give Tenant notice of the action or proceeding and Tenant shall defend such action or proceeding. Subject to the foregoing, Landlord shall cooperate and join with Tenant as may be required in connection with any action taken or defended by Tenant.

ARTICLE 14 - Fire or Other Casualty:

14.1 Partial Damage. In the event that during the Term hereof the Premises shall be partially damaged (as distinguished from "substantially damaged", as that term is hereinafter defined) by fire or other casualty, Landlord shall forthwith proceed to repair such damage and restore the Premises to substantially their condition at the time of such damage. Notwithstanding anything in the prior sentence to the contrary, Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control and Landlord shall not be obligated to spend for such repairs and restoration an amount in excess of any insurance proceeds paid to Landlord for such damage or destruction.

14.2 Substantial Damage. In the event that during the Term hereof the Premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by insurance payable to Landlord, this Lease shall remain in full force and effect so long as the net insurance proceeds payable to Landlord for such damage is sufficient in Landlord's determination to restore the Premises to substantially the same condition as prior to the fire or other casualty. The Landlord shall promptly, after the determination and receipt of the net amount of insurance proceeds available to Landlord, expend so much as may be necessary of such net amount of insurance to restore the Premises to substantially the same condition, but Landlord shall not be responsible for any delay which may result from any cause beyond the reasonable control of

Landlord. Should the net amount of insurance proceeds available to Landlord be insufficient to cover the cost of restoring the Premises in the sole and absolute estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises with all reasonable diligence or Landlord may terminate this Lease by giving written notice to Tenant not later than thirty (30) days after Landlord has determined the estimated net amount of insurance proceeds available to Landlord and the estimated cost of such restoration. In case of substantial damage or destruction, as a result of a risk which is not covered by insurance available to Landlord, Landlord shall be entitled to rebuild the Premises, all as aforesaid, unless Landlord, within sixty (60) days after the occurrence of such event, gives written notice to Tenant of Landlord's election to terminate this Lease. If Landlord shall elect to terminate this Lease, as aforesaid, this Lease and the Term hereof shall cease and come to an end as of the date of said damage or destruction. Notwithstanding anything in this Article 14 to the contrary, if Landlord sends notice of termination to Tenant pursuant to the terms of this Paragraph and Tenant notifies Landlord within fourteen (14) days after receipt of Landlord's notice that Tenant desires to continue the Lease, the Lease shall not terminate but Tenant shall be responsible for paying to Landlord for all costs required to restore the Premises to the condition the Premises were in prior to the fire or casualty which are not covered by insurance available to Landlord ("Excess Uninsured Costs"). Landlord shall be entitled to require the Excess Uninsured Costs be paid in advance by Tenant as a condition to reinstating the Lease. Notwithstanding anything in this Article 14 to the contrary, if the Premises are substantially damaged Tenant shall have the option to terminate this Lease by written notice to Landlord if (i) Landlord fails to give notice within sixty (60) days of the casualty of its intention to restore the Premises; or (ii) Landlord fails to proceed to restore the Premises to a condition substantially suitable for their intended use within one hundred twenty (120) days of the date of such casualty.

14.3 Tenant's Obligations. Unless this Lease is terminated as provided in Article 14.2, if the Premises shall be damaged or destroyed by fire or other casualty, then Tenant shall: (i) repair and restore all portions of the Premises not required to be restored by Landlord pursuant to this Article 14 to substantially the condition which such portions of the Premises were in at the time of such casualty; (ii) equip the Premises with trade fixtures and all personal property necessary or proper for the operation of Tenant's business; and (iii) open for business in the Premises as soon thereafter as possible.

14.4 Basic Rent and additional rent Abated. In the event that the provisions of Article 14.1 or Article 14.2 of this Lease shall become applicable, the Basic Rent and additional rent shall be abated or reduced during any period in which, by reason of such damage or destruction, there is substantial interference with the operation of the business of Tenant in the Premises.

14.5 Damage Definition. The terms "substantially damaged" and "substantial damage", as used in this Article, shall have reference to damage of such a character as cannot be reasonably expected to be repaired or the Premises restored within sixty (60) days from the time that such repair or restoration work would be commenced.

14.6 Termination. Notwithstanding anything herein to the contrary, in the event that the entire Premises, or a substantial portion thereof such that the remainder is rendered unsuitable for the Permitted Uses, or access to the Premises shall be taken by any public authority or for any public use or shall be destroyed or damaged by fire or casualty or by the action of any public authority, then this Lease may be terminated at the election of either of the parties. Such election is to be made by either party by giving written notice to the other party within thirty (30) days after the right of such damage or taking first accrued.

ARTICLE 15 – Condemnation: If the whole of the Premises shall be acquired or condemned under eminent domain proceedings, then the Term of this Lease shall cease and terminate when the Premises are taken. All payment obligations of Tenant hereunder shall cease on said termination date. In the event of a taking of a portion of the Premises and as a result of said taking the total floor area remaining in the Premises shall be reduced to less than seventy-five percent (75%) of the total floor area in the Premises at the commencement of the Term hereof, then at the election of Tenant, this Lease may be terminated as of the date when Tenant is required to vacate the portion of the Premises so taken. In the event Tenant remains in operation, all rent shall be reduced pro rata and Landlord shall, within six (6) months after said condemnation, rebuild the Premises on the space available, unless delayed through causes beyond its control, including the attainment of taking or insurance proceeds for the same; in which case Landlord shall rebuild the Premises in as diligent a manner as possible. Notwithstanding anything in the prior sentence to the contrary, Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control and Landlord shall not be obligated to spend for such repairs and restoration an amount in excess of any insurance or taking proceeds paid to Landlord for such taking.

In any event, Tenant shall have no claim against Landlord by reason of such taking or termination and shall not have any claim or right to any portion of the amount that may be awarded or paid to Landlord as a result of any such taking; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or removal of trade fixtures, or reimbursement for the undepreciated costs of the leasehold improvements made by the Tenant to the Premises or loss of business goodwill. Except as aforesaid, the entire compensation awarded in or by reason of said eminent domain proceedings shall belong to Landlord without any deduction therefrom for any present or future estate or interest of Tenant and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation together with any and all rights, estate and interest of Tenant now existing or hereafter arising in and to the same or any part thereof.

ARTICLE 16 - Assignment-Subletting: Tenant shall not assign, mortgage, pledge or encumber this Lease nor sublet all or any part of the Premises nor allow any other party to occupy all or any portion of the Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld or delayed. No assignment of this Lease or sublet of the Premises shall release Tenant or any guarantor from their obligations hereunder or under any previously executed guaranty. Notwithstanding anything in this Lease to the contrary, Tenant shall have no right to assign or sublet all or any portion of the Premises if Tenant is in default of its obligations under the Lease at the time that Tenant desires to assign or sublet all or any portion of the Premises. Tenant shall reimburse Landlord on demand for all costs incurred by Landlord (including without limitation legal fees and expenses) in reviewing and/or approving Tenant's request for an assignment of this Lease or sublet of the Premises including the preparation and/or review of all documentation in connection therewith.

As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation: (a) any transfer of Tenant's interest in the Lease by operation of law; (b) any transfer of Tenant's interest in the Lease by merger or consolidation of Tenant with or into any other firm, corporation or other entity; (c) the transfer or sale of a controlling interest in Tenant by sale or other transfer of its stock from the stockholders as of the date hereof to any outside party; (d) a sale of all or substantially all of the Tenant's assets, including this Lease; or (e) any such other similar transaction entered into by Tenant or its stockholders as Landlord shall determine in its sole discretion. Tenant's request for Landlord's consent to subletting or assignment shall be submitted in writing and Landlord's consent, which consent shall not be unreasonably withheld and/or

delayed, shall be granted at Landlord's sole discretion provided the prospective assignee or sublessee shall agree to pay Landlord the greater of all amounts reserved in this Lease or that agreed upon between Tenant and the prospective assignee or sublessee. Tenant shall have no right to collect such greater amount, if any, from the proposed assignee or sublessee, but rather the same shall belong to Landlord. If this Lease is assigned, or if the Premises or any part thereof are sublet or occupied by anybody other than Tenant, Landlord may collect all amounts due hereunder from the assignee, sublessee or occupant, and apply the net amount collected to all amounts due hereunder, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sublessee or occupant as a tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting.

ARTICLE 17 - Subordination and Estoppel: This Lease shall at all times be subject and subordinate to the lien of any mortgage, trust deed or any ground lease now or hereafter placed upon the Building or the Premises, and Tenant covenants and agrees to execute and deliver, upon reasonable notice, such further instruments subordinating this Lease to the lien of any such instruments as shall be desired by Landlord, or any mortgagee or trustees under trust deeds. The provisions of this paragraph shall be self-operative and no further instrument shall be required; provided, however, in confirmation thereof, Tenant shall execute such further assurance as may be requested. Tenant further, to the extent not prohibited by law, waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event any such foreclosure proceeding is brought, prosecuted or completed. Within ten (10) days after request by Landlord, Tenant agrees to deliver an estoppel certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are not defenses or offsets thereto, or stating those claimed by Tenant.

ARTICLE 18 – Default: Tenant shall be in default under this Lease upon the happening of any of the following events ("**Default Event**"):

- (a) Tenant fails to pay Basic Rent, additional rent or any other amounts due from Tenant throughout this Lease within ten (10) days after notice from Landlord provided, that Landlord shall not be required to give notice more than two (2) times in any consecutive twelve (12) month period;
- (b) Tenant violates any of the other terms, conditions or covenants herein contained if Tenant fails to cure the same within thirty (30) days from the date of written notice of such default, or such longer period of time as is reasonably necessary to cure if such violation cannot be cured within thirty (30) days provided Tenant has expeditiously commenced curing such default within said thirty (30) day period and is diligently, in Landlord's judgment, pursuing said cure;
- (c) Tenant becomes insolvent or makes any assignment for the benefit of creditors;
- (d) Tenant files, or has filed against it/him, any petition under any bankruptcy or similar laws which is not discharged within sixty (60) days of said filing;
- (e) Tenant's assets are levied upon in anticipation of a sheriff's or constable's sale thereof, which levy is not satisfied prior to the proposed sale date;

- (f) a receiver is appointed for Tenant's business;
- (g) Tenant fails to pay any taxes due which shall become a lien on any of Tenant's assets, which lien is not discharged within sixty (60) days;
- (h) Tenant admits in writing its/his inability to pay its/his debts generally as they become due; or
- (i) Tenant fails to notify Landlord as specified in Article 11(c) hereinabove.

Upon the happening of a Default Event, Landlord may declare the Term of this Lease terminated, and pursue all legal and equitable remedies available to it under the laws of the Commonwealth of Massachusetts resulting from Tenant's breach, including, but not limited to, re-entering the Premises by summary proceedings or otherwise, expelling Tenant and removing all of Tenant's property therefrom or bringing an action to recover all rents and other charges due hereunder from Tenant for the remaining Term of the Lease. In addition, Landlord shall be entitled to all costs incurred as a result of Tenant's breach, including, but not limited to, all reasonable attorneys' fees incurred to correct such default and/or to pursue all remedies available to Landlord. Any assessment of legal fees will be extended to remedies available to the tenant also.

Upon and after entry into possession without terminating this Lease, Landlord may, but shall not be obligated to, relet all or any part of the Premises for the account of Tenant for such rent and upon such terms and to such person, firm or corporation and for such period or periods as Landlord in Landlord's sole discretion shall determine. Landlord shall not be required to accept any prospective lessee offered by Tenant, or to observe any instruction given by Tenant about such reletting. For the purpose of such reletting, Landlord may decorate or make repairs, changes, alterations or additions in or to the Premises to the extent deemed by Landlord desirable or convenient and charge Tenant for such costs. All consideration received by Landlord for reletting the Premises shall be the sole property of Landlord. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay the rental and Tenant's other obligations reserved in this Lease and all of Landlord's other costs and expenses of any kind or nature related to the reletting of the Premises, Tenant agrees to pay to Landlord the deficiency upon demand.

The failure of Landlord to insist in any one or more instances upon the performance of any of the covenants or conditions of this Lease or to exercise any right or privilege herein conferred shall not be construed as thereafter waiving or relinquishing Landlord's right to the performance of any such covenants, conditions, rights or privileges, and the same shall continue and remain in full force and effect, and the waiver of any default or right shall not constitute waiver of any other default, and the receipt of any rent by Landlord from Tenant or any assignee of Tenant, or of any portion thereof, shall not operate as a waiver therein contained, of any of Landlord's rights hereunder unless evidenced by Landlord's written waiver thereof. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as may be reasonable under the circumstances to correct any such default, after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

ARTICLE 19 - Expiration of Term: Tenant, at the expiration of the Term hereof or any prior termination as herein provided, shall remove its goods and effects and peaceably yield up the Premises in the same condition and repair as the Premises were in at the commencement of the

Term hereof or as may have been put in thereafter, loss by or ordinary wear and tear and eminent domain excepted, but in any event clean and tenantable and free of occupants and subject, in any event, to Tenant's obligations under Articles 10.2, 10.4 and 11(e), provided that if any such removal of its goods and effects causes any damage to the Premises, Tenant shall promptly repair the same at its sole cost and expense. Any property, fixtures or equipment of Tenant remaining on the Premises after termination hereof shall be deemed to be abandoned and may be removed and disposed of by Landlord as Landlord shall determine, and Landlord shall charge the cost of such removal and any repairs or replacements to the Premises necessitated thereby to Tenant.

ARTICLE 20 – Notices: All notices required to be sent under the provisions of this Lease to Landlord and Tenant by one another shall be in writing and sent by U.S. mail, certified, return receipt requested, or by hand delivery or overnight mail to the parties at the address listed above.

Either party may, at any time, in the manner set forth for giving notices to the other, set forth a different address to which notice to it may be sent.

ARTICLE 21 – Recording: This Lease shall not be recorded, but a short form notice of this Lease shall be recorded upon the request of either party. The parties hereto agree that upon such request by the party, the other party will execute whatever instruments may be necessary for the recording of said short form.

ARTICLE 22 - Successors and Assigns: This Lease shall be binding upon and shall inure unto the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns, including all permitted subtenants. Each subtenant or assignee shall, as a pre-condition to Landlord's approval of Tenant's sub-letting the Premises or assigning this Lease, execute such written instruments as Landlord shall reasonably require evidencing its agreement to be bound by every term of this Lease, provided that such an agreement shall not operate to release Tenant from its obligations hereunder.

ARTICLE 23 - No Personal Liability: No officers, directors, shareholders, trustees, employees, and agents of Landlord shall be personally liable for any obligation of Landlord hereunder and all parties hereto and all other persons shall look solely to the assets of Landlord for the satisfaction of any obligation of Landlord hereunder. Tenant specifically agrees to look solely to Landlord's interest in the Building for the recovery of any judgments from Landlord, it being agreed that Landlord (and its members, venturers, and partners, and all of their officers, directors, and employees) will never be personally liable for any such judgments.

ARTICLE 24 – Intentionally Omitted.

ARTICLE 25 - Governing Law, Jurisdiction and Interpretation: The laws of The Commonwealth of Massachusetts shall govern the validity, performance and enforcement of this Lease. The parties agree that any actions brought under this Lease shall be brought only in the State or Federal Courts located in Boston, Massachusetts. If any provision of this Lease is held to be invalid, such invalid provision shall be deemed to be severable from and shall not affect the validity of the remainder of this Lease.

ARTICLE 26 – Signs: The Landlord shall be responsible for supplying and installing all signage to tenant at its own cost and expense. Tenant shall submit to Landlord, for Landlord's prior written approval (such approval not to be unreasonably withheld or delayed), the design and specifications for any sign identifying the name and business of Tenant to be erected at the Premises during the Term. Such sign shall conform to the rules and regulations of the Town of Needham and any other applicable law, rule, ordinance or code as may be enacted and binding upon the Premises during the Term of the Lease.

ARTICLE 27 - Entire Agreement. This Lease and the exhibits attached hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.

ARTICLE 28 – Amendments. No amendments, modifications of or supplements to this Lease shall be effective unless in writing, executed and delivered by Landlord and Tenant.

ARTICLE 29 – No Waiver. The waiver by Landlord of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

ARTICLE 30 – Landlord's Fees and Expenses. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, arising out of or resulting from any act or omission by the Tenant with respect to this Lease or the Premises, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of fifteen (15%) per cent per annum and costs, shall be paid to the Landlord by the Tenant as additional rent.

ARTICLE 31 – Notice of Landlord's Default. In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a thirty (30) day period, to commence action to cure such alleged default within such thirty (30) day period.

ARTICLE 32 – Holding Over. Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the Term. If Tenant remains in possession of all or any part of the Premises after the expiration of the Term, with the express or implied consent of Landlord: (i) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (ii) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (iii) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days prior written notice or the earliest date permitted by law. In such event, monthly Basic Rent will be increased to an amount equal to two hundred percent (200%) of the monthly Basic Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount

and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

[SIGNATURE PAGES TO FOLLOW]

[THE REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Lease on the date first above written.

LANDLORD:

CLAREMONT NEEDHAM SUITES, LLC

By: 
Elias Patoucheas, Manager

TENANT:

NEEDHAM FOOD AND BEVERAGE, LLC

By: 
Elias Patoucheas, Manager

LIQUOR LICENSE MANAGEMENT AND RESTAURANT UTILIZATION AGREEMENT

THIS Liquor License Management and Restaurant Utilization Agreement (this "Agreement") is made and entered into as of the 16th day of August, 2017, by and between NEEDHAM FOOD AND BEVERAGE, LLC ("Licensee"), CLAREMONT NEEDHAM SUITES, LLC ("Owner"), and CLAREMONT HOTELS, LLC ("Operator").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of a hotel located at 200 First Avenue, Needham, MA and the related facilities ("Hotel"); and

WHEREAS, Hilton Franchise Holding, LLC, the franchisor of the Hotel, requires that the Hotel provide its guests with breakfast on a daily basis at the Hotel; and

WHEREAS, Owner and Operator are parties to a Management Agreement whereby Operator is granted responsibility for the operation of the Hotel; and

WHEREAS, Licensee intends to occupy restaurant space within the Hotel (the "Restaurant") pursuant to a Commercial Lease; and

WHEREAS, Licensee is also the holder or intends to be the holder of a liquor license ("License") issued for the Restaurant; and

WHEREAS, the only place where food and beverage service can be provided within the Hotel is the Restaurant; and

WHEREAS, Operator desires to utilize the Restaurant space for its food and beverage service and Licensee is willing to grant access and use of the Restaurant to Operator, in accordance with the terms and conditions described below; and

WHEREAS, Owner and Operator desire that Licensee provide certain services with respect to food and beverage sales and service, including alcoholic beverages, within the Hotel under the License ("Food and Beverage Operations"); and

WHEREAS, the parties to this Agreement desire to cooperate in making certain that alcoholic beverage sales and service within the Hotel, and the daily food and beverage service provided to the patrons of the Hotel continue in a professional and orderly fashion.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, Licensee, Operator and Owner hereby agree as follows:

ARTICLE 1

Food and Beverage Operations

1.1 Appointment. Operator hereby appoints Licensee, and Licensee hereby accepts the appointment, as the manager of the Food and Beverage Operations.

1.2 Inventory and Supplies. Operator, at its expense, shall provide during the Term (as defined below) hereof all operating equipment, fixtures, furnishings and furniture, and supplies, including glassware ("**Operating Supplies**") necessary to manage the Food and Beverage Operations during the pendency of this Agreement in a professional manner consistent with the management of hotels of a quality and type similar to the Hotel. Licensee shall have the right to use the Operating Supplies in the conduct of providing its services under this Agreement, in its discretion. Operator shall bear all risk of loss with respect to Operating Supplies.

1.3 Term. Unless terminated sooner under another provision of this Agreement, the term of this Agreement ("**Term**") shall commence on the date hereof and terminate upon the earlier of (i) the date on which the applicable licensing authority revoke Licensee's licenses to sell alcohol, or (ii) two (2) years after the date hereof. Clause (ii) of the preceding sentence notwithstanding, the Term may be extended by the parties for one or more additional periods of one (1) year each upon notice to and consent by Licensee.

ARTICLE 2

Revenue and Expenses

2.1 Revenues and Expenses. All gross revenue and receipts derived from management of the Food and Beverage Operations shall be the exclusive property of Licensee. Said revenues and receipts shall be collected and retained by Licensee, and used to pay the expenses of operations in accordance with Section 2.2 below.

2.2 Licensee Expenses. During the Term, Licensee shall be responsible for all expenses incurred in connection with Food and Beverage Operations including, but not limited to, all expenses incurred by Licensee to maintain designated personnel at the Hotel pursuant to Section 3.1 hereof. Licensee shall use the revenues and receipts it collects from Food and Beverage Operations to pay the expenses of Food and Beverage Operations during the Term (including any extension thereof).

2.3 Expenses Paid By Operator. As consideration for Licensee's grant of use and occupancy of the Restaurant, Operator shall pay Licensee an amount equal to (1) any loss or shortfall, if any, created by subtracting the expenses of Food and Beverage Operations from the gross revenues and receipts from Food and Beverage Operations, or (2) Five hundred Dollars (\$500.00), whichever is greater. Payments shall be made no less than quarterly, on the last day of each quarter, but no more than monthly, on the last day of each month.

ARTICLE 3

Administration

3.1 Authority and Duties

(a) Operator will perform or cause to be performed all duties required or desirable in the management and operation of the Food and Beverage Operations to maintain the Food and Beverage Operations in compliance with the laws and regulations of the jurisdiction that issues the License. Operator's duties shall include, but not be limited to, the arrangement for and the employment of a sufficient number of adequately trained staff.

(b) During the Term, Licensee, through its Liquor License Manager, shall supervise all Food and Beverage Operations activities, including the assignment and supervision of staff provided by Operator, and shall make all purchases of alcohol and food necessary for the continued Food and Beverage Operations.

(c) The Food and Beverage Operations shall be operated according to Licensee's customary standards and practices and in a lawful manner in compliance with all laws and regulations of the jurisdiction that issues the License. Final decisions regarding: (i) permitted activities, (ii) methods of operation, and (iii) all issues or matters relating to compliance with laws and regulations, shall be made by Licensee in its sole, but reasonable, discretion.

3.2 Records. Licensee shall arrange for the keeping of full and adequate books of account and other records reflecting the Food and Beverage Operations.

3.3 Maintaining License. Licensee shall exercise all commercially reasonable efforts to keep the License in full force and effect. All costs, charges and expenses incurred by Licensee in connection with maintaining the License shall be paid pursuant to the provisions of Section 2.2 above.

3.4 Appointment of Operator as Agent. Licensee hereby appoints Operator, and Operator hereby accepts the appointment, as Licensee's agent to perform, and Operator agrees to perform, all of Licensee's obligations and undertakings under Sections 3.1(a), 3.2 and 3.3. Licensee and Operator acknowledge and agree that Operator shall have the right to appoint The Claremont Companies as its subagent to perform some or all of the obligations of Operator under Sections 3.1(a), 3.2 and 3.3.

ARTICLE 4 **Restaurant Utilization**

4.1 Access. Licensee hereby grants non-exclusive access to the Restaurant to Operator for the purposes of Operator's provision of the Food and Beverage Operations to the guests lodging in the Hotel.

4.2 Limitation of Access.

(a) Under no circumstances shall Operator advertise the restaurant to the general public.

(b) Access by the guests to the Restaurant shall be limited to the "Serving Area" and "Seating Area" as designated on a plan attached hereto and incorporated herewith.

(c) Operator shall have access to the food storage and preparation areas of the Restaurant and is permitted to store perishable and non-perishable food within the food storage areas.

4.3 Breakfasts Shall Be Complimentary. All breakfasts shall be complimentary and no guests shall be required to pay any sum for any food or beverages served at breakfast.

4.4 Alcohol Prohibited. Operator shall not cause, or allow to be caused, any sale of alcoholic beverages of any type during any time not specifically authorized by the License.

Operator shall ensure that, at all times during which it is utilizing the Restaurant, all alcohol located within the Restaurant is secured and that nobody other than duly authorized representatives of Licensee shall have access to said alcohol.

4.5 Maintenance and Cleaning.

(a) Licensee shall be responsible for the maintenance and the continuous operation of all refrigerators and food storage areas and shall inspect all such areas and equipment daily to ensure that they are in good working order and that all food is properly stored pursuant to ServSafe standards and the laws of the Commonwealth of Massachusetts.

(b) To the extent that representatives of Licensee discover food that is spoiled, wrongfully stored, or has been mishandled, it shall have full authority, without recourse by Operator, to dispose of said food without prior notice to Operator, in accordance with ServSafe standards and the laws of the Commonwealth of Massachusetts.

(c) Operator shall be responsible for preparing and serving all food to the Hotel's guests and will keep the Restaurant clean at all times by, including (a) ensuring that all trash and food waste is disposed of each day, (b) cleaning and disinfecting all countertops and tables and cleaning all seats, (c) vacuuming the carpets and cleaning the floors, and (d) ensuring that the Restaurant is at all times while it is under its control, clean and sanitary in accordance with ServSafe standards and the laws of the Commonwealth of Massachusetts.

4.6 Supervision of Employees. At all times during which Operator is utilizing the Restaurant, it shall have a manager or other supervisor suitable to Licensee at the Hotel, supervising the actions of all Operator's employees and guests. Under no circumstances shall the Operator have greater control or authority than the Liquor License Manager, per Article 3.1(b).

4.7 Hours of Operation. The hours of operation by Operator shall be separately agreed to by Operator and Licensee, but in no event shall Operator's use of the Restaurant interfere with the operations of Licensee.

ARTICLE 5

Insurance

5.1 Maintenance of Insurance.

(a) During the term of this Agreement, Operator agrees to maintain, at its sole cost and expense, a policy of general liability insurance, including liquor liability coverage, on an occurrence basis, with liability limits equal to the greater of (i) \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, or (ii) the amount required by law. Such policies shall name Licensee and Licensee's employees as additional insureds, shall include coverage for damages arising out of the acts of Licensee and Licensee's employees, and shall provide that such policy is primary insurance and not excess over or contributory with any other valid, existing and applicable insurance in force for or on behalf of Licensee and the employees. Operator also agrees to

maintain such other types of insurance, and in such amounts, as may be required by law and other usual and customary insurance..

(b) The policies of insurance maintained by Operator shall not be cancelable during the pendency of this Agreement.

5.2 Waiver of Subrogation. Operator shall cause all policies of insurance maintained pursuant to the terms hereof to provide that the insurance company will have no right to subrogation against Licensee or any of Licensee's agents or employees or affiliates.

5.3 Indemnity. Operator shall indemnify, defend, and hold Licensee and its agents, partners, employees, subsidiaries, parents and affiliates ("**Licensee's Agents**") harmless from any and all liabilities, damages, claims, costs, penalties, citations, enforcement actions, losses, or expenses (including reasonable attorneys' fees and expenses) incurred by Licensee's Agents in connection with this Agreement or the Food and Beverage Operations from and after the date hereof. Owner and Operator hereby acknowledge and agree that Licensee shall have no liability for, and the foregoing indemnity shall expressly apply to, without limitation, any liabilities, damages, claims, costs, penalties, citations, enforcement actions, losses, or expenses arising out of the acts or omissions of Owner, Operator, or The Claremont Companies, and that the acts and omissions of Owner, Operator, or The Claremont Companies, shall not be imputed to or upon Licensee, by reason of their status as agent or subagent of Licensee or otherwise. Owner and Operator hereby waive any claim or defense of imputed liability against Licensee for the act or omissions of Owner, Operator, The Claremont Companies.

ARTICLE 6

Events of Default, Termination

6.1 Events of Default. Each of the following shall constitute an "**Event of Default**" under this Agreement:

(a) The failure of any party to pay when due any amount payable to the other party under this Agreement for a period of five (5) days after written notice from the other party that such payment is due and payable; or

(b) Operator or Licensee fails to remedy any other breach of its obligations under this Agreement within fifteen (15) days (or such longer time as the other party may in writing allow), after receipt of written notice from the other party.

6.2 Remedies. Upon the occurrence and during the continuation of an Event of Default, in addition to and cumulative of any and all rights and remedies available to the non-defaulting party under this Agreement, at law or in equity, the non-defaulting party may terminate this Agreement upon written notice to the other party and, except as to liabilities or claims which shall have accrued or arisen prior to or on account of such termination, and except as otherwise provided in Section 7.2 hereof, all obligations hereunder shall cease. In any judicial proceeding in which the validity of termination is at issue, neither party will be limited to the reasons for default set forth in any notice sent pursuant to this Agreement.

ARTICLE 7
Miscellaneous

7.1 Notices. Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or delivered by reputable overnight delivery service with proof of delivery or mailed by registered or certified mail, return receipt requested, addressed, **if to Licensee**, at One Lakeshore Center, Bridgewater, MA 02324 Attn: Lillian Carney, with copies to Edmund J. Brennan, Jr., Esq., at One Church Green, P.O. Box 488, Taunton, MA 02780, and, **if to Operator**, at One Lakeshore Center, Bridgewater, MA 02324, Attn: Elias Patoucheas,, with a copy to Brian J. Hughes, Esq. at One Church Green, P.O. Box 488, Taunton, MA and, **if to Owner**, at One Lakeshore Center, Bridgewater, MA 02324, Attn: Elias Patoucheas, or to such other addresses as Licensee, Operator or Owner shall designate in the manner herein provided.

7.2 Survival. Unless expressly stated to the contrary, all obligations for any payment or reimbursement by one party to the other shall survive the termination of this Agreement. The provisions of Sections 5.2 and 5.3 of this Agreement shall survive the termination of this Agreement.

7.3 Partial Invalidity. If any of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and unappealable order, decree, or judgment of any court, this Agreement shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted, provided that the economic basis of this Agreement is not hereby altered. Nothing in this Agreement shall be considered or construed to grant any rights or obligations other than in accordance with all legal requirements in connection with the sales and services relating to alcoholic beverages.

7.4 Modifications; Waivers. This Agreement may not be changed, modified or terminated, nor may any provision hereof be waived, except by a writing signed by the party to be charged with any such change, modification, termination or waiver. The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed a waiver of such terms and conditions on any future occasion.

7.5 Governing Law. This Agreement shall be governed by, interpreted under, construed and enforced in accordance with the laws of the jurisdiction that issues the License and the courts of such jurisdiction shall have jurisdiction over any matters arising hereunder. Operator agrees to comply with all laws and regulations and ordinances of the jurisdiction that issues the License.

7.6 Assignment. Except as expressly provided in this Agreement, no party hereto may assign or transfer any of its rights or obligations under this Agreement to any other person, firm or company without the written consent of the other parties.

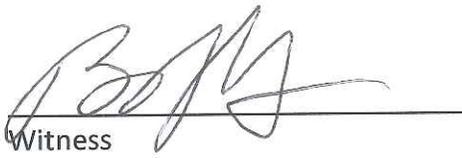
[Signature page follows]

IN WITNESS WHEREOF, Licensee, Operator and Owner have duly executed this Agreement as of the day and year first written above.


Witness

CLAREMONT NEEDHAM SUITES, LLC


By: Elias Patoucheas
Its: Manager


Witness

Claremont Hotels, LLC


By: Elias Patoucheas
Its: Manager


Witness

NEEDHAM FOOD AND BEVERAGE, LLC


By: Elias Patoucheas
Its: Manager

THE NIP

FOR EXEMPLIFICATION
PURPOSES ONLY

Located at the
Residence Inn Bridgewater
2020 Pleasant Street, Bridgewater MA

SOUP & SALAD

Soup du Jour	\$3.50
- served with flat bread crackers	
Fresh Garden Salad	\$8.00
- mixed greens, tomato, cucumber, boiled egg & croutons	
- choice of dressing	
Caesar Salad	\$8.00
- crisp romaine lettuce, shredded parmesan cheese & caesar dressing	
Add Bacon	\$3.00
Add Chicken	\$5.00
Add Steak Strips	\$6.00

APPETIZERS

Hummus Platter	\$8.50
- served with pita chips, celery & carrots	
Nacho Platter	\$8.50
- served with cheese dip, guacamole & salsa	
Chicken Wings	\$8.50
- served with buffalo sauce, celery, carrots, blue cheese or ranch dressing	

PIZZA

Slice of Pizza	\$5.00
- with your choice of 2 toppings	
- served with potato chips	

Extra Cheese
Sautéed Peppers & Onions
Pineapple

Pepperoni
Banana Peppers
Tomato

Ham
Hamburger
Bacon

THE NIP

Serving Lunch - Monday - Friday 11:30am - 1:30pm

SANDWICHES

Grilled Hamburger - sesame seed bun, lettuce, tomato & onion	\$9.00
Grilled Chicken - sesame seed bun, lettuce, tomato & onion	\$9.00
Sweet Italian Sausage - sauteed peppers & onions on a baguette	\$8.50
Chicken Caesar Wrap - grilled chicken, crisp romaine, parmesan cheese & caesar dressing	\$8.50
The Nip Steak Sandwich - steak strips, american cheese, sauteed peppers & onions on a baguette	\$10.00
Vegetarian - american & cheddar cheeses, avocado, green pepper, roasted red pepper, cucumber, onion & hummus spread - choice of white, wheat, rye or wrap	\$8.50
Ham & Cheese or Turkey & Cheese - choice of american or cheddar cheese, lettuce & tomato - choice of white, wheat, rye or wrap	\$7.50

All Sandwiches are served with Potato Chips

Add Cheese
Add Bacon

\$1.00
\$2.00

DESSERT

Chocolate or Vanilla Ice Cream - with your choice of 3 toppings \$5.00

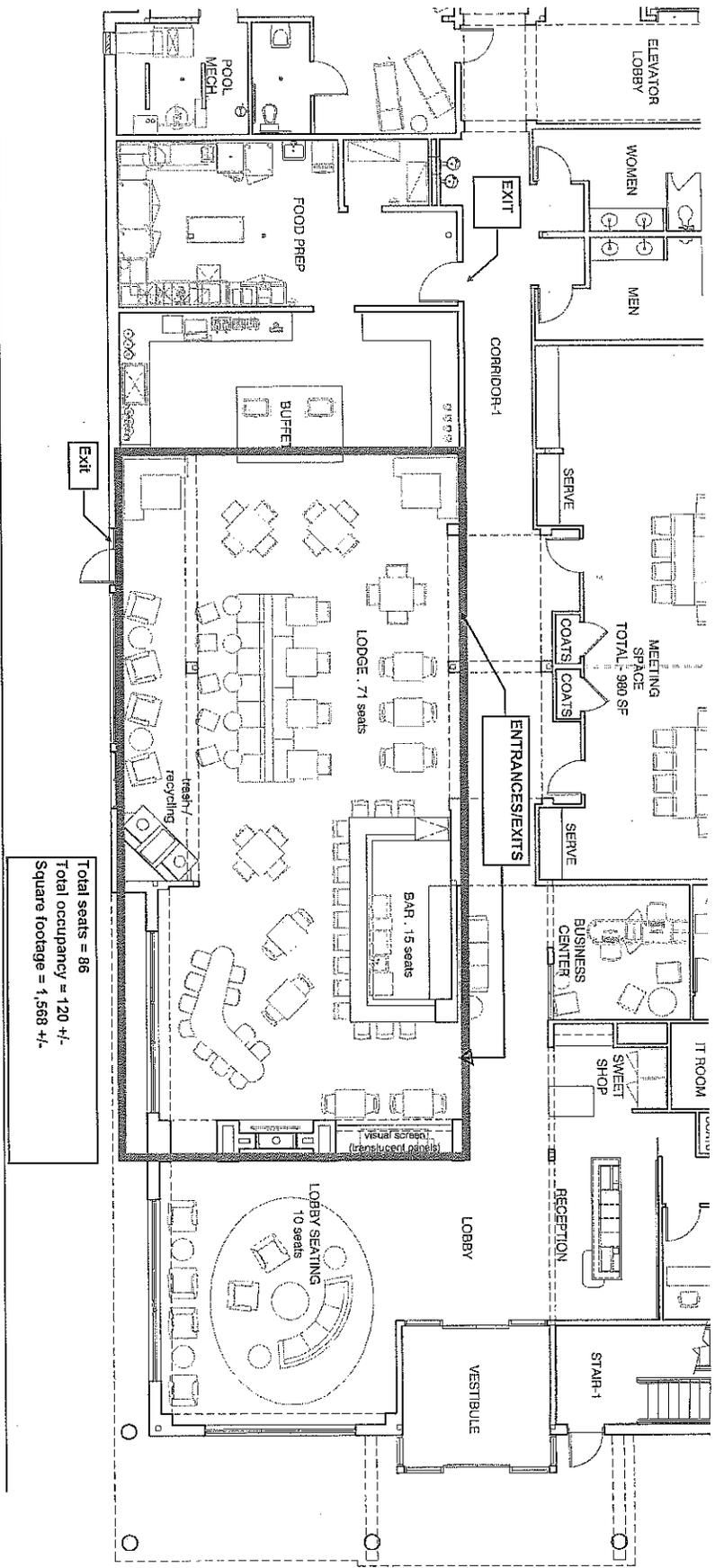
Strawberries
Pineapple
Craisins
Chocolate Chips

Walnuts
Almonds
Shredded Coconut

Mango Sauce
Raspberry Sauce
Caramel Sauce
Whipped Cream

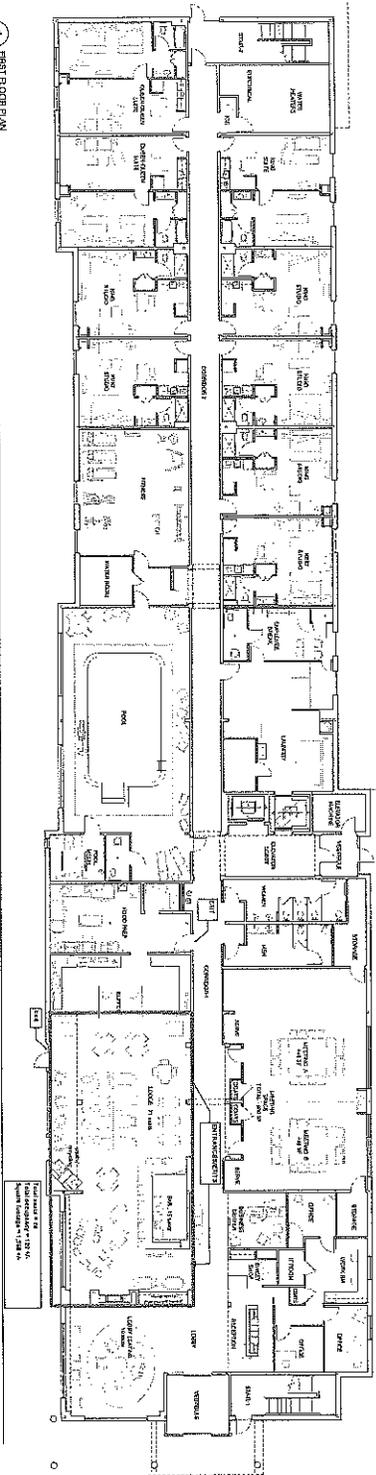
BEVERAGES

Assorted Soft Drinks	\$2.50	Coffee/Hot Tea	\$2.00
		Juice	\$3.00



Total seats = 86
 Total occupancy = 120 +/-
 Square footage = 1,568 +/-

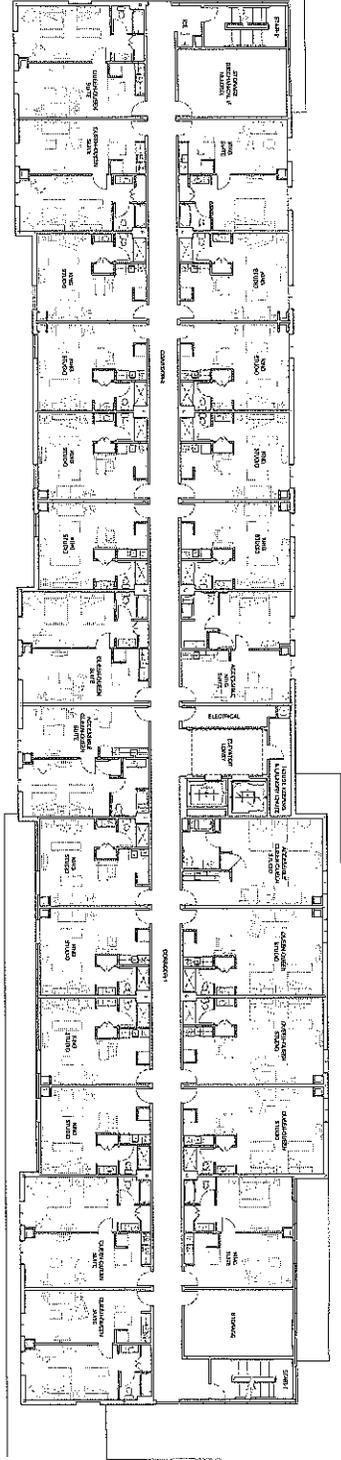
PLAN NORTH 1 FIRST FLOOR PLAN



ROOM MATRIX

ROOM NO.	ROOM NAME	AREA (SQ. FT.)	TYPE	STATUS
101	OFFICE	120	Office	Proposed
102	OFFICE	120	Office	Proposed
103	OFFICE	120	Office	Proposed
104	OFFICE	120	Office	Proposed
105	OFFICE	120	Office	Proposed
106	OFFICE	120	Office	Proposed
107	OFFICE	120	Office	Proposed
108	OFFICE	120	Office	Proposed
109	OFFICE	120	Office	Proposed
110	OFFICE	120	Office	Proposed
111	OFFICE	120	Office	Proposed
112	OFFICE	120	Office	Proposed
113	OFFICE	120	Office	Proposed
114	OFFICE	120	Office	Proposed
115	OFFICE	120	Office	Proposed
116	OFFICE	120	Office	Proposed
117	OFFICE	120	Office	Proposed
118	OFFICE	120	Office	Proposed
119	OFFICE	120	Office	Proposed
120	OFFICE	120	Office	Proposed
121	OFFICE	120	Office	Proposed
122	OFFICE	120	Office	Proposed
123	OFFICE	120	Office	Proposed
124	OFFICE	120	Office	Proposed
125	OFFICE	120	Office	Proposed
126	OFFICE	120	Office	Proposed
127	OFFICE	120	Office	Proposed
128	OFFICE	120	Office	Proposed
129	OFFICE	120	Office	Proposed
130	OFFICE	120	Office	Proposed
131	OFFICE	120	Office	Proposed
132	OFFICE	120	Office	Proposed
133	OFFICE	120	Office	Proposed
134	OFFICE	120	Office	Proposed
135	OFFICE	120	Office	Proposed
136	OFFICE	120	Office	Proposed
137	OFFICE	120	Office	Proposed
138	OFFICE	120	Office	Proposed
139	OFFICE	120	Office	Proposed
140	OFFICE	120	Office	Proposed
141	OFFICE	120	Office	Proposed
142	OFFICE	120	Office	Proposed
143	OFFICE	120	Office	Proposed
144	OFFICE	120	Office	Proposed
145	OFFICE	120	Office	Proposed
146	OFFICE	120	Office	Proposed
147	OFFICE	120	Office	Proposed
148	OFFICE	120	Office	Proposed
149	OFFICE	120	Office	Proposed
150	OFFICE	120	Office	Proposed
151	OFFICE	120	Office	Proposed
152	OFFICE	120	Office	Proposed
153	OFFICE	120	Office	Proposed
154	OFFICE	120	Office	Proposed
155	OFFICE	120	Office	Proposed
156	OFFICE	120	Office	Proposed
157	OFFICE	120	Office	Proposed
158	OFFICE	120	Office	Proposed
159	OFFICE	120	Office	Proposed
160	OFFICE	120	Office	Proposed
161	OFFICE	120	Office	Proposed
162	OFFICE	120	Office	Proposed
163	OFFICE	120	Office	Proposed
164	OFFICE	120	Office	Proposed
165	OFFICE	120	Office	Proposed
166	OFFICE	120	Office	Proposed
167	OFFICE	120	Office	Proposed
168	OFFICE	120	Office	Proposed
169	OFFICE	120	Office	Proposed
170	OFFICE	120	Office	Proposed
171	OFFICE	120	Office	Proposed
172	OFFICE	120	Office	Proposed
173	OFFICE	120	Office	Proposed
174	OFFICE	120	Office	Proposed
175	OFFICE	120	Office	Proposed
176	OFFICE	120	Office	Proposed
177	OFFICE	120	Office	Proposed
178	OFFICE	120	Office	Proposed
179	OFFICE	120	Office	Proposed
180	OFFICE	120	Office	Proposed
181	OFFICE	120	Office	Proposed
182	OFFICE	120	Office	Proposed
183	OFFICE	120	Office	Proposed
184	OFFICE	120	Office	Proposed
185	OFFICE	120	Office	Proposed
186	OFFICE	120	Office	Proposed
187	OFFICE	120	Office	Proposed
188	OFFICE	120	Office	Proposed
189	OFFICE	120	Office	Proposed
190	OFFICE	120	Office	Proposed
191	OFFICE	120	Office	Proposed
192	OFFICE	120	Office	Proposed
193	OFFICE	120	Office	Proposed
194	OFFICE	120	Office	Proposed
195	OFFICE	120	Office	Proposed
196	OFFICE	120	Office	Proposed
197	OFFICE	120	Office	Proposed
198	OFFICE	120	Office	Proposed
199	OFFICE	120	Office	Proposed
200	OFFICE	120	Office	Proposed

2 SECOND FLOOR PLAN



<p>FRIST & SECOND FLOOR PLANS</p> <p>A1.01</p>	<p>ISSUED:</p> <p>05-09-16 PLANNING BOARD SUBMISSION</p>	<p>REVISION:</p>	<p>Homewood Suites</p> <p>1st Avenue Needham, Massachusetts</p>		
	<p>Prepared by: JLD</p> <p>Checked by: JLD</p>	<p>05-09-16</p>			

LEGAL NOTICE

TOWN OF NEEDHAM

Application for an All Alcohol Liquor License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Needham Food and Beverage, LLC, Michael Gendrin, Manager, has applied for a license to sell alcoholic beverages of the following kind: All Alcohol in a Restaurant located at 200 First Avenue, Needham, MA. The premise has approximately 1,568 sq. ft. on the first floor of the hotel consisting of bar and dining seating for approximately 86 patrons. The premise has a two entrances and four exits.

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 12th day of September 2017 at 7:00 o'clock p.m.

Board of Selectmen
Licensing Board for the Town of Needham

Advertised: Needham Times
 Thursday, August 31, 2017

**200 FIRST AVENUE
300 FT. ABUTTERS**

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
ATS-NEEDHAM LLC	C/O AMERICAN TOWER CORPORATION	P. O. BOX 723597	ATLANTA	GA	31139	1993000004200000	140 CABOT ST
NA-BOS 2001 LLC	C/O CLAREMONT NEEDHAM SUITES LLC	ONE LAKESHORE CENTER	BRIDGEWATER	MA	02324	1993000004700000	200 FIRST AVE
DIGITAL CABOT LLC		128 FIRST AVE	NEEDHAM	MA	02494	1993000007300000	105 CABOT ST
NEEDHAM NINE OWNER LLC	C/O NORMANDY REAL ESTATE PARTNERS	53 MAPLE AVE	MORRISTOWN	NJ	07960	19930000011700000	156 B ST
NEEDHAM DEVELOPMENT CORP TR	C/O FIRST NEEDHAM DE, LLC	250 FIRST AVE- STE 200	NEEDHAM	MA	02494	1993000003100000	250 FIRST AVE
JMDH REAL ESTATE OF NEEDHAM, LLC		15-24 132 STREET	COLLEGE POINT	NY	11356	1993000005300000	114 FIRST AVE
HATOUN, ANTOINE G., TRUSTEE	THE INTEX REALTY TRUST	110 A STREET	NEEDHAM	MA	02494	1993000003400000	110 A ST
150A #1 LIMITED PARTNERSHIP		100 GALEN ST SUITE 301	WATERTOWN	MA	02472	1993000003500000	130 A ST
SXC NEEDHAM INN LLC	C/O NANCY COADY-CARROLL	PO BOX 4430	MANCHESTER	NH	03108	1993000002800010	80 B ST
NORMANDY GAP-V DEVELOPMENT	NEEDHAM, LLC	53 MAPLE AVE	MORRISTOWN	NJ	07960	1993000002800030	360 FIRST AVE
NORMANDY GAP-V DEVELOPMENT	NEEDHAM, LLC	53 MAPLE AVE	MORRISTOWN	NJ	07960	1993000002800040	37 A ST
PARTNERS HEALTHCARE SYSTEM, INC.	PRUDENTIAL TOWER 800 BOYLSTON ST.	SUITE 1150	BOSTON	MA	02119	1993000003300020	128 FIRST AVE
NEEDHAM NINE OWNER LLC	C/O NORMANDY REAL ESTATE PARTNERS	53 MAPLE AVE	MORRISTOWN	NJ	07960	1993000002700000	77 A ST
300 FIRST AVE REALTY LLC		60 WELLS AVE SUITE 100	NEWTON	MA	02459	1993000003000000	300 FIRST AVE
NEEDHAM TRAVEL PROPERTY LLC	ATTN: NORMANDY REAL ESTATE ATTN: MS BOVA	400 FIRST AVE	NEEDHAM	MA	02494	1993000002800020	400 FIRST AVE
197 FIRST AVENUE, LLC	C/O MARIC, INC.	197 FIRST AVE., STE 300	NEEDHAM	MA	02494	1993000004800000	195 FIRST AVE
DIGITAL 128 FIRST AVENUE, LLC		128 FIRST AVENUE	NEEDHAM	MA	02494	1993000003300010	72 A ST
FORTY A LIMITED PARTNERSHIP		P.O. BOX 95	WESTWOOD	MA	02090	19930000003200000	40 A ST

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



TOWN OF NEEDHAM

For Calendar Year: 2017

APPLICATION/ RENEWAL FOR A COMMON VICTUALLER LICENSE

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

Name of Corporation: NEEDHAM FOOD AND BEVERAGE, LLC

Name of Establishment (d/b/a): THE HEIGHTS

If business is a Corporation / Corporate Name and Officers: ELIAS PATOUCHEAS, MANAGER

If business is not a Corporation, Name of Owner: _____

Email Address: C/O BRIAN J. HUGHES, ESQ. AT BHUGHES@BRCSM.COM

Address of Establishment: 200 FIRST AVENUE

Contact Person (name who will receive notices under this license): ELIAS PATOUCHEAS

Mailing Address (of contact person), if different from Establishment: _____
1 LAKESHORE CENTER, BRIDGEWATER, MA 02324

Establishment's Days of Operation: SUNDAY THROUGH SATURDAY

Establishment's Hours of Operation: 5:00 A.M. THROUGH 2:00 A.M. 11:00 PM

Manager: MICHAEL GENDRIN # of Staff: TBD # of Seats: 86

Telephone Number: 508-479-4300 (TEMP) Fax Number: 508-930-8633 (TEMP)

Signature of Owner: _____ Date: _____

(If corporation, signature of a duly authorized agent of the corporation)

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

If you currently hold an alcoholic beverages license, you must provide a copy of a certificate of liquor liability insurance in the minimum amount of \$100,000/person/\$1,000,000 aggregate for personal injury and \$100,000 per occurrence for property damage before your alcoholic beverages license will be renewed.

Pursuant to MGL Ch. 62C, Sec. 49A:

I certify under the penalties of perjury that I, to my best knowledge and belief, have read and am in compliance with the contents of M.G.L. Chapter 62C, Section 49A (on reverse side of this application).

[Signature] MANAGER
Signature of Applicant (Mandatory) By Corporate Officer (if applicable)

82-2428566 8/16/17
Either a Social Security Number Date (required)

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



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

MEETING DATE: 9/12/2017

Agenda Item	Change of Manager – Bertucci’s Restaurant Corp.
Presenter(s)	Francesco Guzman, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
<p>Bertucci’s Restaurant Corp., 1257 Highland Avenue, has submitted an application for a change in manager. Our review indicates that Mr. Guzman meets the statutory requirements to serve as a manager of a facility licensed to dispense alcohol. The additional filing materials seem in order.</p>	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<p>Suggested Motion: <i>Move that the Board of Selectmen approve and sign an application for a Change in Manager to Francesco Guzman for Bertucci’s Restaurant Corp., 1257 Highland Avenue, Needham and to forward this application to the ABCC for approval.</i></p>	
3.	BACK UP INFORMATION ATTACHED
<ol style="list-style-type: none">1. Amendment Application for a Change of Manager2. Applicant’s Statement3. Mr. Guzman’s resume4. Vote of the Corporate Board <p>All other documents related to these transactions are on file in the Town Manager’s Office.</p>	



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

AMENDEMENT APPLICATION FOR A CHANGE OF MANAGER

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

1. NAME OF LICENSEE (Business Contact)	Bertucci's Restaurant Corp		
ABCC License Number	077000015	City/Town of Licensee	Needham

2. APPLICATION CONTACT			
The application contact is required and is the person who will be contacted with any questions regarding this application.			
First Name:	Chrissy	Middle:	
Last Name:	Wills		
Title:	Other	Primary Phone:	508-351-2562
Email:	cwills@bertuccis.com		

3. BUSINESS CONTACT			
Please complete this section <u>ONLY</u> if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.			
Entity Name:			
Primary Phone:		Fax Number:	
Alternative Phone:		Email:	

Business Address (Corporate Headquarters)			
Street Number:	155	Street Name:	Otis Street
City/Town:	Northborough	State:	MA
Zip Code:	01532	Country:	USA

Mailing Address		<input checked="" type="checkbox"/> Check here if your Mailing Address is the same as your Business Address	
Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

4. MANAGER CONTACT

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

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? Yes No

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

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

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

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

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

- Officer Sole Proprietor
- Stockholder LLC Manager
- LLC Member Director
- Partner Landlord
- Contractual Revenue Sharing
- Management Agreement Other

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

Employment Information of Proposed Manager

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

Date(s)	Position	Employer	Address	Phone
	Please see resume			

Prior Disciplinary Action of Proposed Manager

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

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

Cell 857-9285149

Francisco J. Guzman

Professional Experience

Bertucci's Italian Restaurant Feb 2009 to Present

- Off Premise and Hospitality Manager: Alewife, Children's Hospital, Lexington and presently Needham.
- Developed and implemented training programs for FOH staff focusing on Hospitality, Wine and Food pairing knowledge and teamwork.
- Successfully implemented all company initiatives such as WTT, team busing, Hotschudules.
- Familiar with budgeting, sales and marketing and labor cost management.

Uno Chicago Grill Dec 2003 to Feb 2009

- Started as manager and was promoted to General Manager within 2 years.
- Multiple restaurants including Revere (highest sales volume location in company at time)
- As GM for Methuen location (now closed) took over an underperforming restaurant, and within 6 months restaurant was averaging 5-7% positive comp sales. Turnaround was accomplished thru hiring correct staff, training in both hospitality philosophy and technical skills and crating a guest first mentality.

Ground Round, Nov 2002 to December 2003

- General Manager, Needham, Ma
- Hired to turn around a restaurant post 9/11 that was averaging a comparable sales loss of 12-15% over previous. Within 4 months the restaurant was + 15-20%. Accomplished it thru: Screening and hiring staff.
- Training in both hospitality, technical skills and wine knowledge
- Strong marketing campaign within the community focusing on schools, library and local hotels.

Ritz Carlton Hotel, Boston 1994 to 2001

- Director of Purchasing, Street Bar Manager, Beverage Manager, Executive Steward.
- Started as Executive stewards managing the Back of the House operations at the Hotel. I received several promotions, leading to the Director of Purchasing.
- Oversaw the transition of the Ritz Carlton from a traditional Escoffier service restaurant and banquet operations to more modern plated service. Accomplish that thru retraining of staff, retasking of equipment and purchasing and replacing the traditional china and service equipment (\$500,000).
- As Beverage Manager was responsible for a \$1.5 M wine inventory. Responsible for purchasing and wine futures investments of \$100,000 a month.

Marriott Corporation 1979 to 1994

APPLICANT'S STATEMENT

I, Brian Connell the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of Bertucci's Restaurant Corp, hereby submit this application for Change of Manager
Name of the Entity/Corporation Transaction(s) you are applying for

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

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

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

Signature: [Handwritten Signature]

Date: 8/28/17

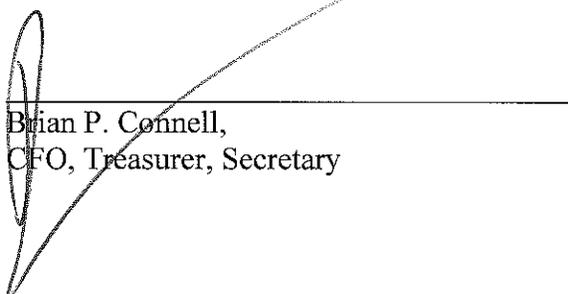
Title: Sr. VR and CFO

BERTUCCI'S RESTAURANT CORP.
d/b/a Bertucci's Brick Oven Ristorante
Secretary's Certificate

The undersigned hereby certifies he is the CFO, Treasurer, and Secretary of Bertucci's Restaurant Corp. (the "Company"), and that as such he is authorized to execute and deliver this Certificate on behalf of the Company; and the undersigned hereby further certifies that the following vote was duly adopted by the Company's Board of Directors effective as of August 1, 2017, and that such vote is in full force and effect on the date hereof:

VOTED: To remove Letiana Yin-Tate as the manager of record and to appoint Francisco Guzman, Everett, MA as its manager and principal representative with full authority and control of the premises known as Bertucci's Brick Oven Ristorante located at 1257 Highland Ave, Needham, Massachusetts, as further described in the Company's liquor license with respect to such premises, and of the conduct of all business therein relative to alcoholic beverages as the licensee 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 law.

IN WITNESS THEREOF, the undersigned has executed this certificate as of this
1st day of August, 2017



Brian P. Connell,
CFO, Treasurer, Secretary



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

MEETING DATE: 09/12/2017

Agenda Item	Hearing – Innovative Distributing Concepts, LLC d/b/a Bin Ends Change of Beneficial Interest in a Liquor License
Presenter(s)	John Hafferty, Owner, Bin Ends

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
<p>Bin Ends is seeking the Board's approval of a Change in Beneficial Interest in its liquor license.</p>	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<p><i>Suggested Motion: That the Board vote to approve the application submitted for Change in Beneficial Interest by Innovative Distributing Concepts, LLC d/b/a Bin Ends and forward application to the Alcoholic Beverages Control Corporation for its approval.</i></p>	
3.	BACK UP INFORMATION ATTACHED
<ul style="list-style-type: none">a) Amendment Applicationb) Beneficial Interest Contact – Individualc) Vote of Corporate Boardd) Articles of Incorporatione) Membership Interest Transfer Agreement	



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

**AMENDMENT APPLICATION FOR A CHANGE OF BENEFICIAL INTEREST OR
TRANSFER/ISSUANCE OF STOCK**

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

1. NAME OF LICENSEE (Business Contact)	Innovative Distributing Concepts, LLC
ABCC License Number	00036-PK-0770
City/Town of Licensee	Needham

2. APPLICATION CONTACT

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

First Name:	Gregory	Middle:		Last Name:	Hillier
Title:	Attorney	Primary Phone:	781-848-5028		
Email:	ghillier@sabusinesslaw.com				

3. BUSINESS CONTACT

Please complete this section **ONLY** if there are changes to the licensee phone number, business address (corporate headquarters), or mailing address.

Entity Name:				
Primary Phone:		Fax Number:		
Alternative Phone:		Email:		

Business Address (Corporate Headquarters)

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

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

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

**AMENDMENT APPLICATION FOR A CHANGE OF BENEFICIAL INTEREST OR
TRANSFER/ISSUANCE OF STOCK**

4. CURRENT OWNERSHIP (Before Change in Beneficial Interest)

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license. This pertains to the current licensee (before change in beneficial interest occurs).

Name	Title / Position	% Owned	Other Beneficial Interest
(see attached)			

PROPOSED OWNERSHIP (After Change in Beneficial Interest)

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

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

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

- A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.
- B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.
- C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
(see attached)			

4. CURRENT OWNERSHIP (Before Change in Beneficial Interest) Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license. This pertains to the current licensee (before change in beneficial interest occurs).

Name	Title / Position	% Owned	Other Beneficial Interest
John C. Hafferty	LLC Manager & Member	24.05%	
John and Robert M. Hafferty	LLC Member	24.05%	
John C. and Cara Hafferty	LLC Member	1.00%	
F9 Investments LLC	LLC Member	14.04%	
Charles and Lynn Giachetto	LLC Member	7.02%	
Rita Investments, LLC	LLC Member	7.02%	
Charles Jakaitis	LLC Member	3.51%	
Bruce A. Field	LLC Member	3.51%	
Cody Family Living Trust	LLC Member	7.02%	
Roberta M. Hafferty	LLC Member	7.02%	
Stephanie Whelan	LLC Member	1.76%	

PROPOSED OWNERSHIP (After Change in Beneficial Interest) Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

Name	Title / Position	% Owned	Other Beneficial Interest
John C. Hafferty	LLC Manager & Member	24.05%	
John and Robert M. Hafferty	LLC Member	24.05%	
John C. and Cara Hafferty	LLC Member	1.00%	
Ann McCarthy	LLC Member	14.04%	
Charles and Lynn Giachetto	LLC Member	7.02%	
Rita Investments, LLC	LLC Member	7.02%	
Charles Jakaitis	LLC Member	3.51%	
Bruce A. Field	LLC Member	3.51%	
Cody Family Living Trust	LLC Member	7.02%	
Roberta M. Hafferty	LLC Member	7.02%	
Stephanie Whelan	LLC Member	1.76%	

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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

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

Salutation First Name Middle Name Last Name Suffix

Title: Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Fax Number

Alternative Phone:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

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

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Types of Interest (select all that apply)

- Contractual
- Director
- Landlord
- LLC Manager
- LLC Member
- Management Agreement
- Officer
- Partner
- Revenue Sharing
- Sole Proprietor
- Stockholder
- Other

Citizenship / Residency Information

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

Criminal History

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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

14.04%

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

Ownership / Interest

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

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

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

Name of License	Type of License	License Number	Premises Address
Innovative Distributing Concepts	\$15 Off Premises	00082-PK-0130	236 Wood Road, Braintree, MA

Familial Beneficial Interest

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

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

Prior Disciplinary Action

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

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

INNOVATIVE DISTRIBUTING CONCEPTS, LLC

Action of Sole Manager by Written Consent

June 1, 2017

The undersigned, being the sole Manager of Innovative Distributing Concepts, LLC, a Massachusetts limited liability company (the "LLC"), hereby consents, pursuant to M.G.L. Chapter 156C and in accordance with the Operating Agreement of the LLC effective January 1, 2008, to the adoption of the following votes:

VOTED: To approve, ratify and confirm in all respects the transfer of the 27.06% Class B Membership Interest in the LLC (14.04% of the Total Membership Interest) held by F9 Investments, LLC to Ann McCarthy, pursuant to Section 2.09(i) of the Operating Agreement, as set forth in that certain Purchase & Sale Agreement dated June 1, 2017 by and among, F9 Investments, LLC, Ann McCarthy, and the LLC.

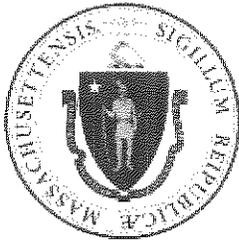
VOTED: To approve and authorize submission to the Town of Braintree, Town of Norwood, and the Massachusetts Alcoholic Beverage Control Commission Applications to Amend Retail Alcoholic Beverage License to reflect the foregoing vote.

VOTED: That the Manager is authorized and directed, in the name of and on behalf of the LLC, to sign, seal, execute, acknowledge and deliver such instruments, documents, notices and certificates in connection with, arising out of, in confirmation of or in furtherance of the transactions authorized by the foregoing vote, all in such form and containing such terms, provisions and conditions as a Manager shall approve.

VOTED: That the signature of a Manager to any of the foregoing shall be conclusive evidence of his approval of the form, of all of the terms, provisions and conditions and of the signing, execution, sealing and delivery thereof for and in the name of and on behalf of the LLC.

In Witness Whereof, this consent is executed under seal as of the date first above written.


John Hafferty, Manager



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth
 One Ashburton Place, Boston, Massachusetts 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Federal Employer Identification Number: 000959933 (must be 9 digits)

1. The exact name of the limited liability company is: INNOVATIVE DISTRIBUTING CONCEPTS, LLC

2a. Location of its principal office:

No. and Street: 118 COMMERCIAL STREET
 City or Town: BRAINTREE State: MA Zip: 02184 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 118 COMMERCIAL STREET
 City or Town: BRAINTREE State: MA Zip: 02184 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

TO OWN AND OPERATE RETAIL AND/OR WHOLESALE MALT, WINE AND LIQUOR STORES AND TO CARRY ON ANY OTHER LAWFUL BUSINESS, TRADE, PURPOSE OR ACTIVITY.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOHN HAFFERTY
 No. and Street: 118 COMMERCIAL STREET
 City or Town: BRAINTREE State: MA Zip: 02184 Country: USA

6. The name and business address of each manager:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	CRAIG DROLLETT	118 COMMERCIAL STREET BRAINTREE, MA 02184 USA
MANAGER	JOHN HAFFERTY	118 COMMERCIAL STREET BRAINTREE, MA 02184 USA

7. The name and business address of the person in addition to the manager, who is authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JOHN HAFFERTY	118 COMMERCIAL STREET BRAintree, MA 02184 USA
REAL PROPERTY	CRAIG DROLLETT	118 COMMERCIAL STREET BRAintree, MA 02184 USA

9. Any additional matters the authorized persons determine to include therein:

SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of September, 2007,
JOHN HAFFERTY

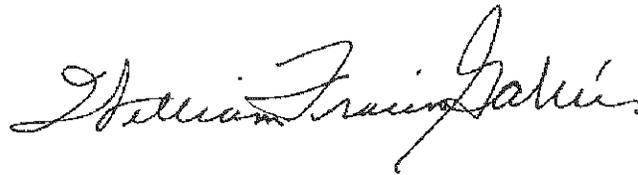
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

September 07, 2007 9:45 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

MEMBERSHIP INTEREST TRANSFER AGREEMENT

This Agreement is made as of the 1st day of June, 2017 (the "Agreement") by and among F9 Investments, LLC, a Florida limited liability company with an address of 844 Alton Road, Miami Beach, FL 33139 (the "Seller"); Ann McCarthy, an individual with an address of 34 Ridge Street, Winchester, MA 01890 (the "Buyer"); and Innovative Distributing Concepts, LLC, a Massachusetts limited liability company with an address of 236 Wood Road, Braintree, MA 02185 (the "LLC").

WHEREAS, Seller is the owner of 27.06% of Class B Membership Interest, representing 14.04% of the total Membership Interest (the "Subject Interest"), in the LLC;

WHEREAS, Seller wishes to transfer the Subject Interest to an immediate family member of the Seller's sole member pursuant to Section 2.09(i) of the LLC's Operating Agreement; and

WHEREAS, the parties desire to reduce to writing an agreement made among them as pertains to the transfer of the Subject Interest.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, the parties hereto mutually agree as follows:

1. Prior Agreements; Recitals. Any and all previous agreements between or among any of the signatory parties relating to the disposition of the Subject Interest are hereby terminated. The recitals set forth above are hereby incorporated into this paragraph as if expressly restated herein.

2. LLC Records. This Agreement shall be made part of the permanent records of the LLC.

3. Agreement to Transfer. Seller agrees to transfer to Buyer, and Buyer agrees to accept, Seller's Subject Interest, upon the terms and conditions set forth herein.

4. Purchase Price. The purchase price for the Subject Interest is One and 00/100 (\$1.00) Dollar.

5. Closing. The closing shall take place within ten (10) days following receipt of written notification by the Towns of Braintree and Needham that the transfer set forth herein has been fully, finally, and unconditionally approved by such Towns and the Massachusetts Alcoholic Beverages Control Commission (the "Closing" or "Closing Date").

6. Delivery of Subject Interest. Seller shall, on the Closing Date, deliver to the Buyer an executed Transfer of Membership Interest effectively vesting the Subject Interest in the Buyer, a copy of which is attached hereto as Exhibit A.

7. Covenants and Warranties of Seller. Seller hereby represents, covenants, and warrants, as applicable:

- a. The Seller has full power and authority to execute and deliver this Agreement and consummate the transaction contemplated hereby.
 - b. This Agreement has been duly and validly executed and delivered by Seller and constitutes the valid and legally binding obligation of Seller, enforceable against it in accordance with its terms, subject to general equitable principles under bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors.
 - c. Seller is the sole owner of the Subject Interest, there are no liens or encumbrances on or against such interest, and it can legally convey the Subject Interest.
 - d. Seller has had the opportunity to read this document and to obtain the advice of legal counsel of Seller's choice. By executing the same, Seller does hereby acknowledge that Seller understands all of the terms hereof and has signed the same as Seller's voluntary act.
8. Covenants and Warranties of the Buyer. Buyer hereby represents, covenants and warrants, as applicable:
- a. The Buyer has no knowledge of any claim or litigation, threatened or pending against Buyer, or affecting Buyer's ability to perform its obligations hereunder.
 - b. The performance of this Agreement by Buyer will not violate any loan agreement or other agreement by which Buyer is bound.
 - c. This Agreement, and all agreements delivered in connection herewith, have been duly and validly executed and delivered by Buyer, and constitutes the valid and legally binding obligation of Buyer, enforceable against her in accordance with its terms, subject to general equitable principles under bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors.
 - d. The execution and delivery of this Agreement by Buyer, the consummation by Buyer of the transaction contemplated hereby and compliance by Buyer with the terms and provisions hereof will not conflict with or result in a breach, default or violation of any material term of any contract, agreement, license, permit, judgment, decree, order or injunction by which the Buyer is bound, or of any applicable statute, ordinance or regulation.
 - e. Buyer has had the opportunity to read this document and to obtain the advice of legal counsel of Buyer's choice. By executing the same, Buyer does hereby acknowledge that Buyer understands all of the terms hereof and has signed the same as Buyer's voluntary act.

9. Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject, at Buyer's option, to the satisfaction on or prior to the Closing of the following conditions:

- a. All representations and warranties of the Seller contained in this Agreement and in all statements, certificates, exhibits, and other documents delivered pursuant thereto or in connection with the transactions contemplated hereby shall be true and accurate as of the date when made and shall be deemed to be made again at, and as of, the Closing, and shall then be true and accurate in all respects.
- b. The Seller shall have performed and complied with all covenants, agreements and conditions as required by this Agreement to be performed or complied with by it prior to or on the Closing.
- c. Approval shall have been received by the Town of Braintree, Town of Needham, and the Massachusetts Alcoholic Beverages Control Commission for the transaction contemplated herein.

10. Indemnification.

- a. The Buyer hereby agrees to indemnify and hold Seller harmless from any claims or liabilities, including without limitation, any and all costs, expenses, reasonable attorneys fees and/or loss or damage of every kind, type or nature arising, incurred or related thereto asserted against Seller: (i) relating in any way to the LLC, the LLC assets or any part thereof, and/or the ownership, use or operation of the LLC's business, with respect to or arising out of any and all acts, actions, claims, breaches, events, occurrences, or other matters happening, arising or relating to the LLC or the LLC's business after the Closing (including environmental claims or liability arising after the Closing); and (ii) by reason of any and all debts or claims against the Seller arising from the ownership of the Subject Interest and/or operation of the LLC's business after the Closing.
- b. The Seller hereby agrees to indemnify and hold Buyer harmless from any claims or liabilities, including without limitation, any and all costs, expenses, reasonable attorneys fees and/or loss or damage of every kind, type or nature arising, incurred or related thereto asserted against Buyer: (i) relating in any way to the LLC, the LLC assets or any part thereof, and/or the ownership, use or operation of the LLC's business, with respect to or arising out of any and all acts, actions, claims, breaches, events, occurrences, or other matters happening, arising or relating to the LLC or the LLC's business prior to the Closing; and (ii) by reason of any and all debts or claims against the Buyer arising from the ownership of the Subject Interest and/or operation of the LLC's business prior to the Closing.
- c. If a claim arises, the indemnified party shall promptly give notice to the indemnifying party. The indemnifying party shall assume the defense with counsel reasonably satisfactory to the indemnified party. Defense shall include all steps necessary in the defense or settlement agreement of such a claim or litigation

resulting therefrom but shall not enter into any consent to entry of judgment or settlement without the written consent of the indemnified party. If the indemnifying party shall not assume the defense of any such claim, then the indemnified party may defend against such claim or litigation in a manner it deems appropriate. The indemnifying party shall promptly reimburse the indemnified party for the amount (including reasonable attorney's fees) of any claim.

11. Notices. Any notice or other communication required to be given under this Agreement shall be deemed duly given if mailed by certified mail, return receipt requested, or by recognized overnight delivery service, with proof of receipt, to the parties at their addresses set forth above, or to such other address as either party may provide by notice to the other, with a copy sent to the LLC's counsel: Michael T. O'Neil, Esq., Schlossberg, LLC, 35 Braintree Hill Office Park, Suite 401, Braintree, MA 02814.

12. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the matters contained herein, and supersedes and replaces all prior agreements, understandings and memoranda, whether written or oral. If any part of this Agreement shall be in conflict with the Operating Agreement of the LLC, then the provisions of this Agreement shall prevail and said Operating Agreement shall be deemed to be amended so as to conform to this Agreement. This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

13. Partial Invalidity. In the event that any part, term or provision of the Agreement shall be held or determined by a Court of competent jurisdiction to be illegal, invalid or unenforceable, the validity or enforceability of the remaining parts, terms or provisions shall not be affected and this Agreement shall be construed as if it did not contain the part, term or provisions held to be illegal, invalid or unenforceable.

14. Subsequent Acts. Each party agrees from time to time, on or after the Closing, upon the requests of the other, to do, execute, acknowledge and deliver all such further acts, assignments, transfers, powers of attorneys and assurances as may be required to transfer to and vest title in the Buyer and protect the right, title and interest in the Subject Interest.

15. Cooperation. Each party agrees from time to time, on or after the Closing, upon the request of the other party, to cooperate with any request of the other party relating to a claim by a third party or with any problem which might result in a claim by a third party.

16. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts without regard to the conflict of laws provision.

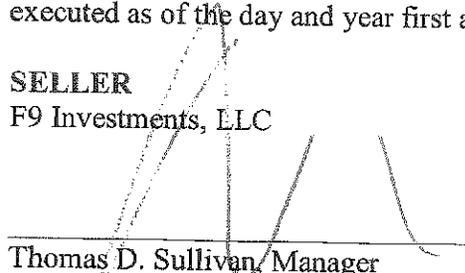
17. Successors and Assigns. The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns and may not be changed orally, but only by an agreement in writing, signed by all parties.

18. Representation of Company. The parties hereby acknowledge that they have been informed by Schlossberg, LLC (“Schlossberg”), counsel to the LLC, that Schlossberg is acting solely as counsel to the LLC and does not represent the Seller, Buyer, or any particular member of the LLC in this or any other transaction and is not acting in the interest of the Seller or Buyer. The parties further acknowledge and agree that Schlossberg has been retained solely to document this Agreement as instructed by the parties and not to negotiate the terms of the Agreement on behalf of any party. The Seller and Buyer further acknowledges that Seller has been advised by Schlossberg to seek independent counsel in this transaction.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER
F9 Investments, LLC



Thomas D. Sullivan, Manager

BUYER



Ann McCarthy

LLC
Innovative Distributing Concepts, LLC



John Hafferty, Manager

Managing Partner

EXHIBIT A

**TRANSFER OF MEMBERSHIP INTEREST
IN
INNOVATIVE DISTRIBUTING CONCEPTS, LLC**

F9 Investments, LLC, a Florida limited liability company, holder of 27.06% of Class B Membership Interest, representing 14.04% of the total Membership Interest, in Innovative Distributing Concepts, LLC, a Massachusetts limited liability company with a principal place of business at 236 Wood Road, Braintree, MA 02185, for nominal consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to Section 2.09(i) of the LLC's Operating Agreement effective January 1, 2008, hereby transfers said Membership Interest in said LLC to Ann McCarthy, an individual with an address of 34 Ridge Street, Winchester, MA 01890.

Executed this _____ day of _____, 2017.

F9 Investments, LLC

By: Thomas D. Sullivan, Manager



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

MEETING DATE: 9/12/2017

Agenda Item	Introduce New Police Officer
Presenter(s)	John Schlittler, Chief of Police

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Chief Schlittler will introduce newly transferred Police Officer James Wise.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	Introduction Only
3.	BACK UP INFORMATION ATTACHED
	(Describe backup below) a. Resume for James Wise



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

MEETING DATE: 9/12/2017

Agenda Item	Needham High School Expansion Project
Presenter(s)	Heidi Black, Chair, School Committee Aaron Pressman, Vice Chair, School Committee Dan Gutekanst, Superintendent of Schools Anne Gulati, Director of Financial Operations, NPS

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Ms. Black will provide background and description about the proposed High School Expansion Project included on the Special Town Meeting Warrant.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
Update Only.	
3.	BACK UP INFORMATION ATTACHED
a. Memo to the Needham School Committee From Superintendent Dan Gutekanst dated September 6, 2017 b. Estimated Project Costs dated September 5, 2017 c. Dore & Whittier Project update PowerPoint dated August 14, 2017	



Daniel E. Gutekanst, Ed. D.
Superintendent of Schools

TO: Needham School Committee
FROM: Dan Gutekanst
SUBJECT: Update on NHS Project Budget and Scope
DATE: September 6, 2017

This memo is to provide an update on the NHS Renovation Project budget and scope, with a preliminary projection for an October 2017 Special Town Meeting construction funding request.

As you know, the prior estimated cost of the integrated NHS Classroom Expansion Project was based on the feasibility design scope and budget proposed by Dore & Whittier in its "Classroom Expansion Feasibility Study" report released on April 15, 2017. The classroom expansion component reflects the "Option F" proposal to add a new classroom wing at the Webster Street entry. The Option F proposal was extensively reviewed by the various Town Boards and approved by the School Committee last spring. The various project components are summarized in the table below.

The current estimated \$14.122 million project cost has increased by \$722,000 since the cost update shared with the School Committee on August 4th.

The PPBC, architect and owner's project manager and construction manager are finalizing the schematic design review, which may result in additional refinements to the project budget and scope that are not reflected below. The cost reconciliation and Value Management (VM) process to date has defined roughly \$1 million of VM items that are already included within the Schematic Design cost estimate. These VM efforts focused on elements that did not impact core facilities or key program elements. In addition to these cost reduction VM efforts, the Fixtures, Furnishings, and Equipment (FFE) costs, totaling about \$270,000, have been cut from the project. I anticipate the use of remaining end of FY18 school funds to purchase necessary furniture and equipment.

Any further cost reductions will require a reduction in project scope, and I do not recommend that at this time. However, if the Town Manager is not able to identify a funding source for the \$722,000 shortfall needed to fund the project as presented, I will propose possible reductions to the overall project.

The schematic design is expected to be completed and submitted to the PPBC for approval on September 11th. Please see the table on the next page for additional project/cost information.

Needham High School Expansion/Renovation Project

Project Component	Cost Estimate	Project Scope
NHS Classroom Expansion	\$11,597,000	The NHS classroom expansion project reflects the “Option F” scope presented in the feasibility study. Some minor schematic design refinements have been made to the renovation of the existing building, particularly special education spaces.
Chiller Replacement	\$725,000	Replaces the existing chiller with a robust unit that will accommodate the current building needs and the additional square footage from the expansion project.
Gym A Replacement	\$1,500,000	Replaces the gym floor; relocates the ceiling mounted basketball hoops; replaces the rooftop mounted ventilation units; replaces the lighting and floor system; removes the wood paneling; repaints the entire space and installs acoustic panels to the underside of the exposed roof deck.
Gym Storage	\$300,000	As part of schematic design, Dore & Whittier is planning for additional storage within the A Gym to provide for much needed building/athletic equipment storage.
Grand Total	\$14,122,000	

The current funding amount for this project is based on the Town Manager’s financing estimate of \$13.4 million. Based on the \$14.122 million estimated project cost shown above, the current budget shortfall is projected to be \$722,000.

Additionally, based on the \$14.122 million preliminary project cost, the October Special Town Meeting appropriation request is projected to be approximately \$13,047,000 million, which is derived as follows: \$14.122 million project cost less the prior design appropriations of \$950,000 for the classroom expansion and \$125,000 for the chiller upgrade.

I look forward to discussing this with you at an upcoming meeting.

Cc: Needham Board of Selectmen
 Needham Finance Committee
 Needham Permanent Public Building Committee
 Kate Fitzpatrick, Town Manager
 Steve Popper, Director of Design and Construction, PPBC

Estimated Project Costs - Feasibility Study			Updated 9/5/17
Needham High School			
Needham, Massachusetts			
Project Costs Summary Sheet			
Option	Bldg SF	Constr Cost	Project Cost
Option F - Webster Street Classrooms Conceptual	19,400	\$ 7,753,620	\$ 11,243,000
New construction	18,400		
Renovation	1,000		
Option F - Webster Street Classrooms (CM Conceptual)	29,677	\$ 8,709,756	\$ 11,540,000
New construction	19,823		
Renovation	9,854		
Option F - Webster Street Classrooms (CM Value Engineering)	26597	\$ 9,336,839	\$ 11,597,000
Gymnasium Renovation and Storage Addition		\$ 1,500,000	\$ 1,800,000
Boiler/Chiller Project		\$ 531,115	\$ 725,000
Current Project Cost Summary			
Option F - Webster Street Classrooms (CM Value Engineering)			\$ 11,597,000
Gymnasium Renovation and Storage Addition			\$ 1,800,000
Boiler/Chiller Project			\$ 725,000
Total Project Cost			\$ 14,122,000

Estimated Project Costs - Feasibility Study						
Needham High School						
Needham, Massachusetts						
Option F - Webster Street Classrooms Conceptual						
		1800	students			
		19,400	Sq Footage:	sq.ft.	Estimated Cost:	Comments:
Construction Costs:						
1	Site Development				\$ 100,000	
2	Hazardous Materials Abatement				\$ -	
3	Building Demolition				\$ -	
4	Construction					
	Area A-General Renov		1,000		\$ -	
	Area B-General Renov		0		\$ -	
	Area C-Exist Library		0		\$ -	
	Area D-General Renov		0		\$ -	
	Area E-Webster CR's		18,400		\$ 6,494,200	
	Subtotal		19,400		\$ 6,594,200	
	Escalation to Mid-Point (5% PA)		5%		\$ 329,710	
	CM @ Risk Premium		5%		\$ 329,710	
	Design and Pricing Contingency					Included in constr est.
	Construction Phasing Costs:				\$ 500,000	
Total Construction Cost					\$ 7,753,620	
Project Contingency: (Construction+ Owner)						
	Construction				\$ 775,362	10%
	Owner				\$ 387,681	5%
Total Project Contingency					\$ 1,163,043	15%
Soft Costs: Owner's Project Manager, Arch/engineering, Owner direct, Survey, Geotechnical, Hazardous Materials, Printing, Legal, etc.						
Total Soft Cost					\$ 1,938,405	25%
Fixtures Furnishings and Equipment (FF&E):						
Total FF&E Cost					\$ 387,681	5%
Project Cost Summary:						
	Construction Costs				\$ 7,753,620	
	Project Contingency				\$ 1,163,043	
	Soft Costs				\$ 1,938,405	
	FF&E Costs				\$ 387,681	
Estimated Total Project Costs					\$ 11,243,000	

Estimated Project Costs - Feasibility Study					7/14/2017	
Needham High School						
Needham, Massachusetts						
Option F - Webster Street Classrooms (CM Conceptual)						
		1800	students			
		29,677	Sq Footage:	sq.ft.	Estimated Cost:	Comments:
Construction Costs:						
1	Site Development					In total below
2	Hazardous Materials Abatement			\$ -		
3	Building Demolition			\$ -		
4	Construction					
		Area A-General Renov	9,854			In total below
		Area B-General Renov	0	\$ -		
		Area C-Exist Library	0	\$ -		
		Area D-General Renov	0	\$ -		
		Area E-Webster CR's	19,823	\$ 8,709,756		
	Subtotal		29,677	\$ 8,709,756		
	Escalation to Mid-Point (5% PA)		5%			Included in constr est.
	CM @ Risk Premium		5%			Included in constr est.
	Design and Pricing Contingency					Included in constr est.
	Construction Phasing Costs:					Included in constr est.
Total Construction Cost				\$ 8,709,756		
Project Contingency: (Construction+ Owner)						
	Construction			\$ 653,232	7.5%	
	Owner			\$ 217,744	2.5%	
Total Project Contingency				\$ 870,976	10%	
Soft Costs: Owner's Project Manager,						
Arch/engineering, Owner direct,						
Survey, Geotechnical, Hazardous						
Materials, Printing, Legal, etc.						
Total Soft Cost				\$ 1,524,207	17.5%	
Fixtures Furnishings and Equipment (FF&E):						
Total FF&E Cost				\$ 435,488	5%	
Project Cost Summary:						
	Construction Costs			\$ 8,709,756		
	Project Contingency			\$ 870,976		
	Soft Costs			\$ 1,524,207		
	FF&E Costs			\$ 435,488		
Estimated Total Project Costs				\$ 11,540,000		

Estimated Project Costs - Feasibility Study					9/5/2017	
Needham High School						
Needham, Massachusetts						
Option F - Webster Street Classrooms (CM Value Engineering)						
		1800	students			
		26,597	Sq Footage:	sq.ft.	Estimated Cost:	Comments:
Construction Costs:						
	Site Development					In total below
	Construction					
		Renovations		6,205		In total below
		Addition / Renovations		20,392	\$ 10,500,000	
	Subtotal		26,597	\$ 10,500,000		
Value Engineering						
	Delete custom wood bench			\$ 37,307		
	Delete concrete benches			\$ 35,700		
	Substitute precast stone walls			\$ 107,517		
	Delete amphitheater steps			\$ 61,725		
	Concrete in lieu of granite steps			\$ 106,148		
	Delete colored concrete			\$ 29,607		
	Delete lobby wood benches			\$ 31,357		
	Reduce landscape planting 20%			\$ 23,800		
	Delete Grade Level Offices scope			\$ 230,000		
	TBD VE items			\$ 500,000		
	VE Subtotal				\$ 1,163,161	
Total Construction Cost					\$ 9,336,839	
Project Contingency: (Construction+ Owner)						
	Construction			\$ 700,263	7.5%	
	Owner			\$ -	0.0%	
Total Project Contingency				\$ 700,263	7.5%	
Soft Costs: Owner's Project Manager,						
	OPM			\$ 140,053	1.5%	
	Design team			\$ 1,100,000		
	Testing, Commissioning, Survey, Geotech, etc			\$ 120,000	Budget	
Total Soft Cost				\$ 1,360,053		
Fixtures Furnishings and Equipment (FF&E):				\$ 435,000		
	Reduce FF&E budget			\$ 235,000		
Total FF&E Cost				\$ 200,000		
Project Cost Summary:						
	Construction Costs			\$ 9,336,839		
	Project Contingency			\$ 700,263		
	Soft Costs			\$ 1,360,053		
	FF&E Costs			\$ 200,000		
Estimated Total Project Costs				\$ 11,597,000		

Estimated Project Costs - Feasibility Study					8/30/2017
Needham High School					
Needham, Massachusetts					
Gymnasium Renovation and Storage Addition					
		1800	students		
		0	Sq Footage:	sq.ft.	Estimated Cost: Comments:
Construction Costs:					
1	Site Development				
2	Hazardous Materials Abatement			\$ -	
3	Building Demolition			\$ -	
4	Construction			\$ 1,500,000	
	Subtotal			\$ 1,500,000	
Scope of Work:					
	Wood floor, HVAC, Lighting, Acoustics,				
	Scoreboards (2), Wall Pads, Painting,				
	Bleacher Installation, Storage addition				
Total Construction Cost				\$ 1,500,000	
Project Contingency: (Construction+ Owner)					
	Construction			\$ 150,000	10.0%
	Owner			\$ -	0.0%
Total Project Contingency				\$ 150,000	10%
Soft Costs:					
	OPM			\$ 22,500	1.5%
	Design team			\$ 115,000	
	Testing, Commissioning, Survey, Geotech, Etc			\$ 12,500	Budget
Total Soft Cost				\$ 150,000	
Fixtures Furnishings and Equipment (FF&E):					
Total FF&E Cost				\$ -	
Project Cost Summary:					
	Construction Costs			\$ 1,500,000	
	Project Contingency			\$ 150,000	
	Soft Costs			\$ 150,000	
	FF&E Costs			\$ -	
Estimated Total Project Costs				\$ 1,800,000	

Estimated Project Costs - Feasibility Study				8/30/2017	
Needham High School					
Needham, Massachusetts					
Boiler/Chiller Project					
		1800	students		
		0	Sq Footage:	sq.ft.	Estimated Cost:
					Comments:
Construction Costs:					
1	Site Development				
2	Hazardous Materials Abatement			\$	-
3	Building Demolition			\$	-
4	Construction				
			Boiler	\$	60,640
			Chiller	\$	470,475
	Subtotal			\$	531,115
	Escalation to Mid-Point (5% PA)			5%	Included in constr est.
	CM @ Risk Premium			5%	Included in constr est.
	Design and Pricing Contingency				Included in constr est.
	Construction Phasing Costs:				Included in constr est.
Total Construction Cost				\$	531,115
Project Contingency: (Construction+ Owner)					
	Construction			\$	53,112 10.0%
	Owner			\$	- 0.0%
Total Project Contingency				\$	53,112 10%
Soft Costs:					
	OPM			\$	7,967 1.5%
	Design team			\$	123,700
	Commissioning, Survey			\$	9,107 Budget
Total Soft Cost				\$	140,774
Fixtures Furnishings and Equipment (FF&E):					
Total FF&E Cost				\$	-
Project Cost Summary:					
	Construction Costs			\$	531,115
	Project Contingency			\$	53,112
	Soft Costs			\$	140,774
	FF&E Costs			\$	-
Estimated Total Project Costs				\$	725,000

agenda

Review of Preferred Option

Review of Classroom Renovations

Review of Proposed Addition

Review of Schedule



High School Expansion & Renovations

Building Option F :

March 23, 2017

Net gain:

- (1) Science + Prep

GAINS

+ 1 @ 1000 sf

LOSSES

none

- (8) Classrooms

GAINS

+7 @ 925 sf

+2 @ 1200 sf

LOSSES

- 1 @ 925

- (4) Special Ed. Classrooms

GAINS

+ 2 @ 725 sf

+ 2 @ 925 sf

+ 1 @ 1100 sf

LOSSES

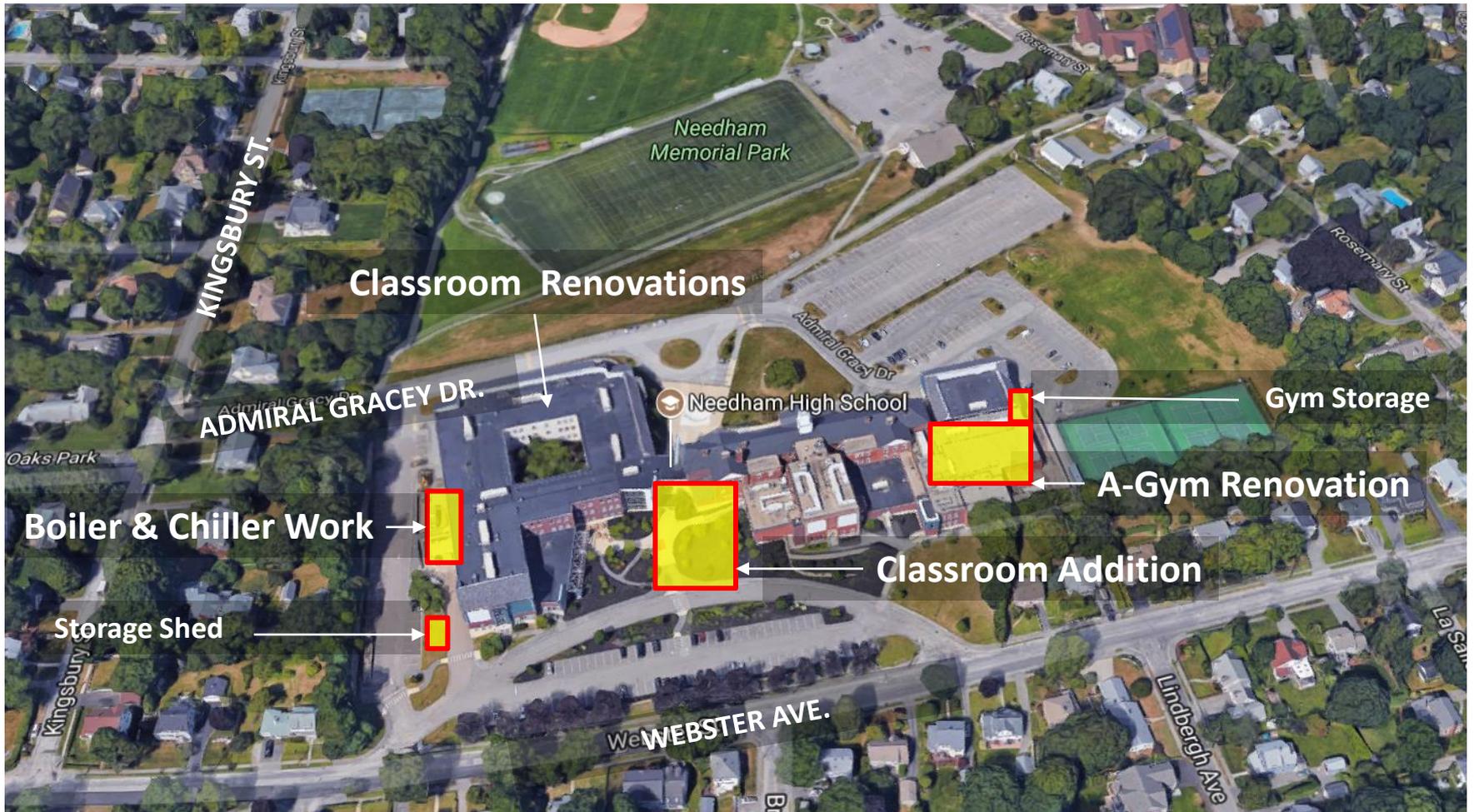
none

- (2) Collaboration Spaces



High School Expansion & Renovations

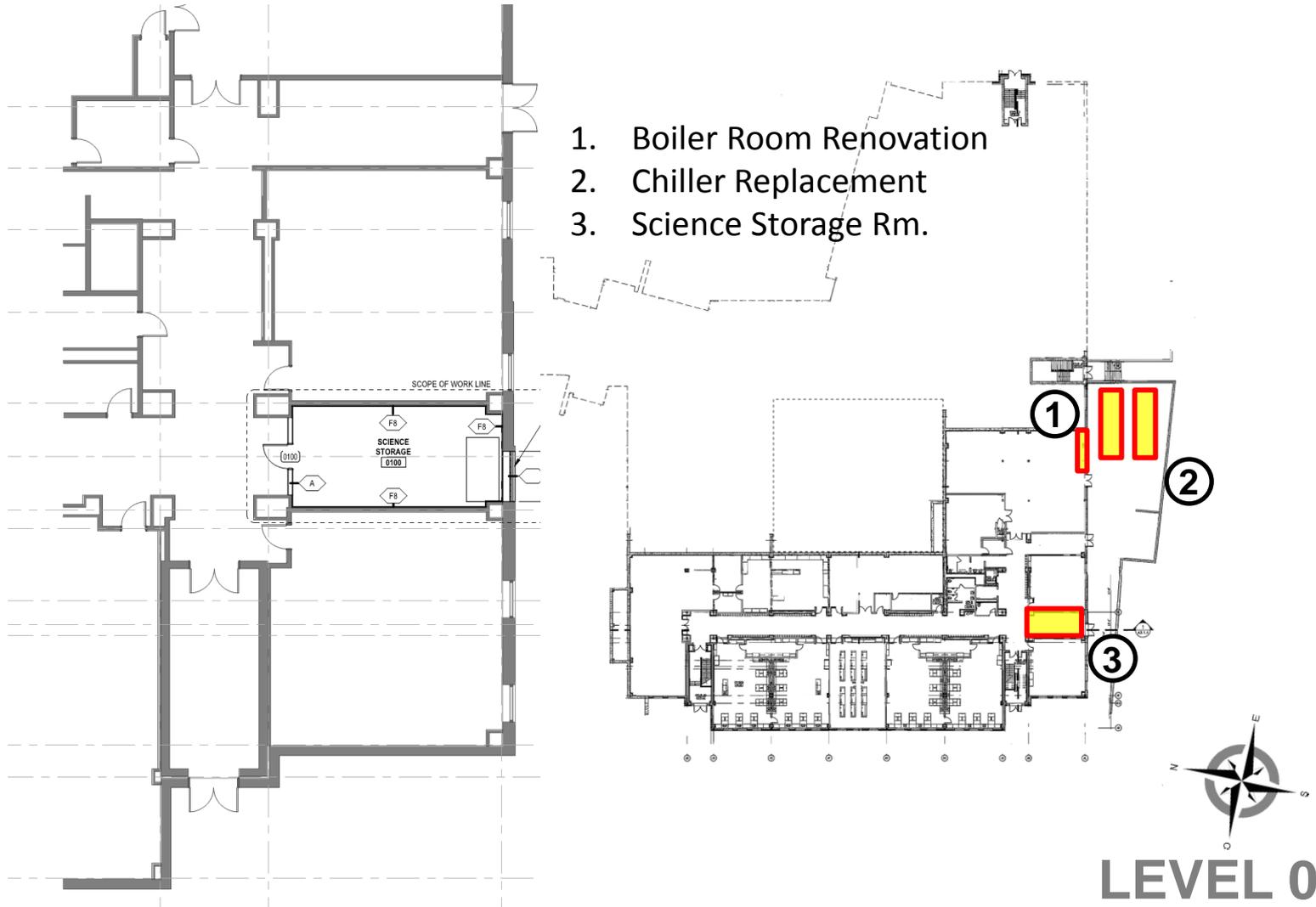
Overview of Components



High School Expansion & Renovations

boiler & chiller work

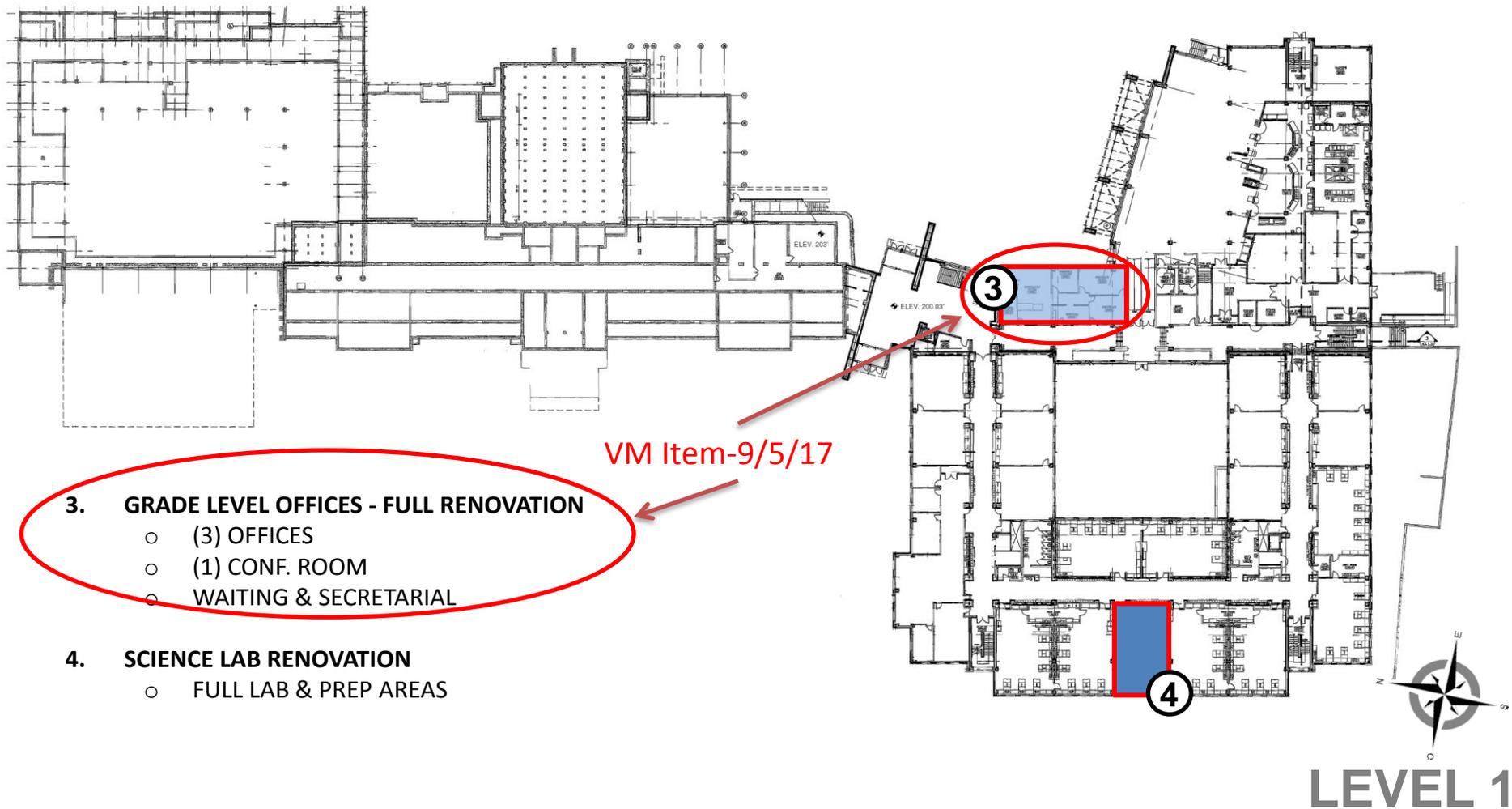
proposed plans



High School Expansion & Renovations

interior renovations

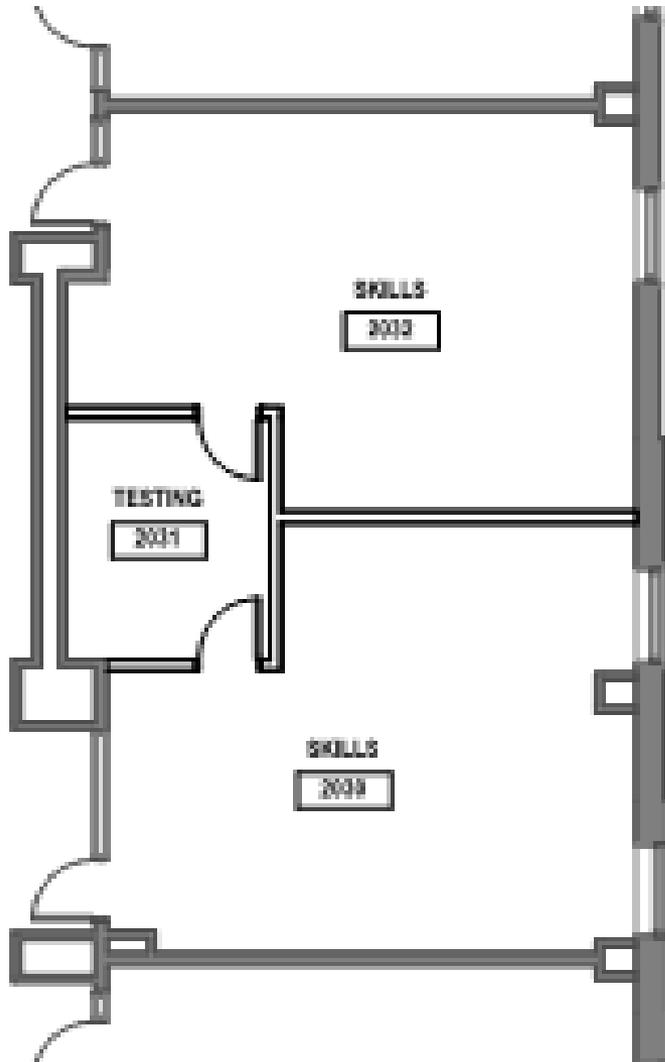
proposed plans



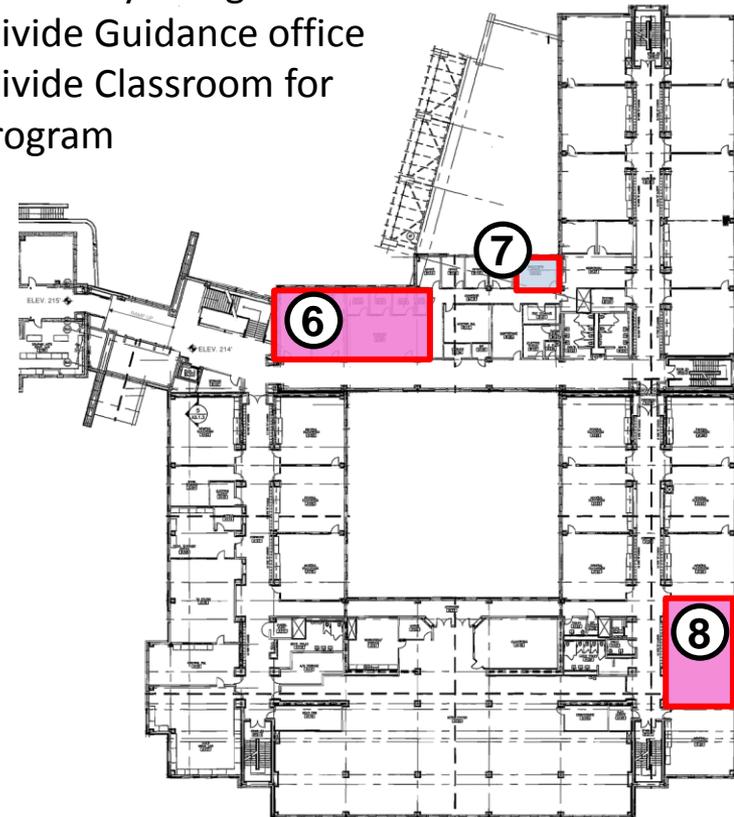
High School Expansion & Renovations

interior renovations

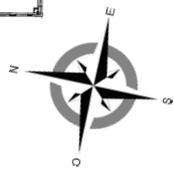
proposed plans



- 6. Repurpose Admin. Office to SPED –Pathways Program.
- 7. Subdivide Guidance office
- 8. Subdivide Classroom for Skills Program



Note: Pink Areas = SPED program Spaces

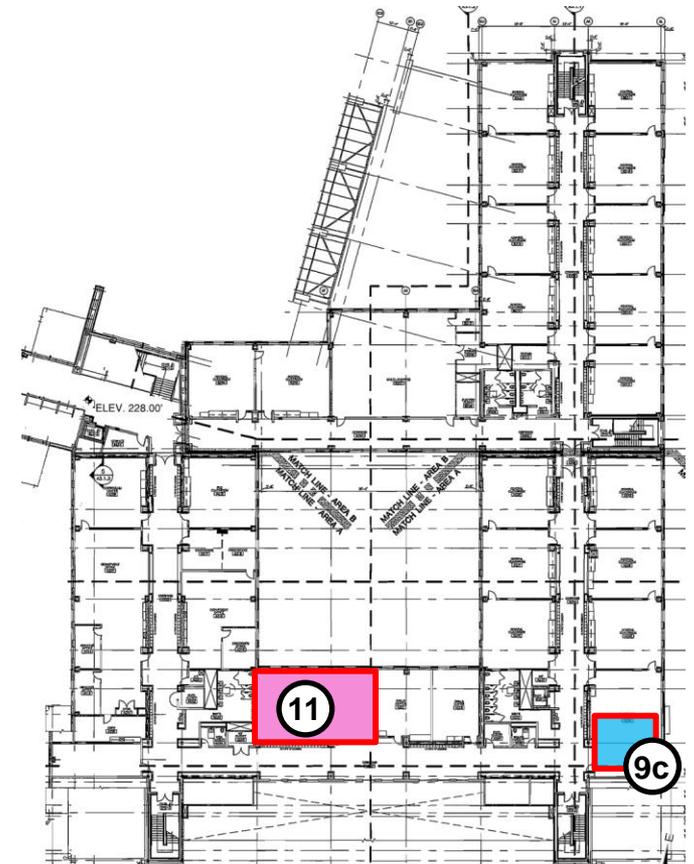
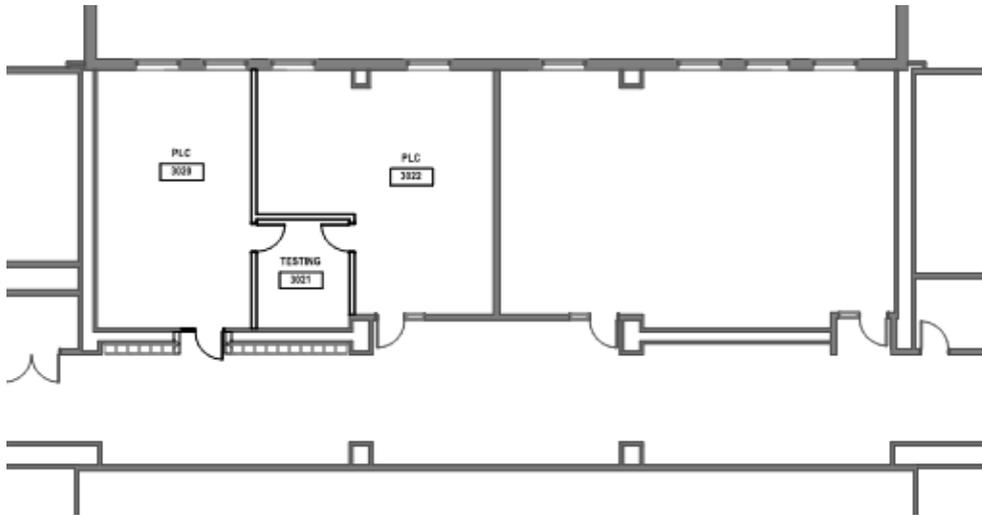


LEVEL 2

High School Expansion & Renovations

interior renovations

proposed plans



9. RE-PURPOSE (3) SPACES

- a. SKILLS CLASSROOM
- b. STORAGE
- c. ENGLISH CLASSROOM

10. DEMONSTRATION KITCHEN RENOVATION

11. RENOVATE LARGE CLASSROOM

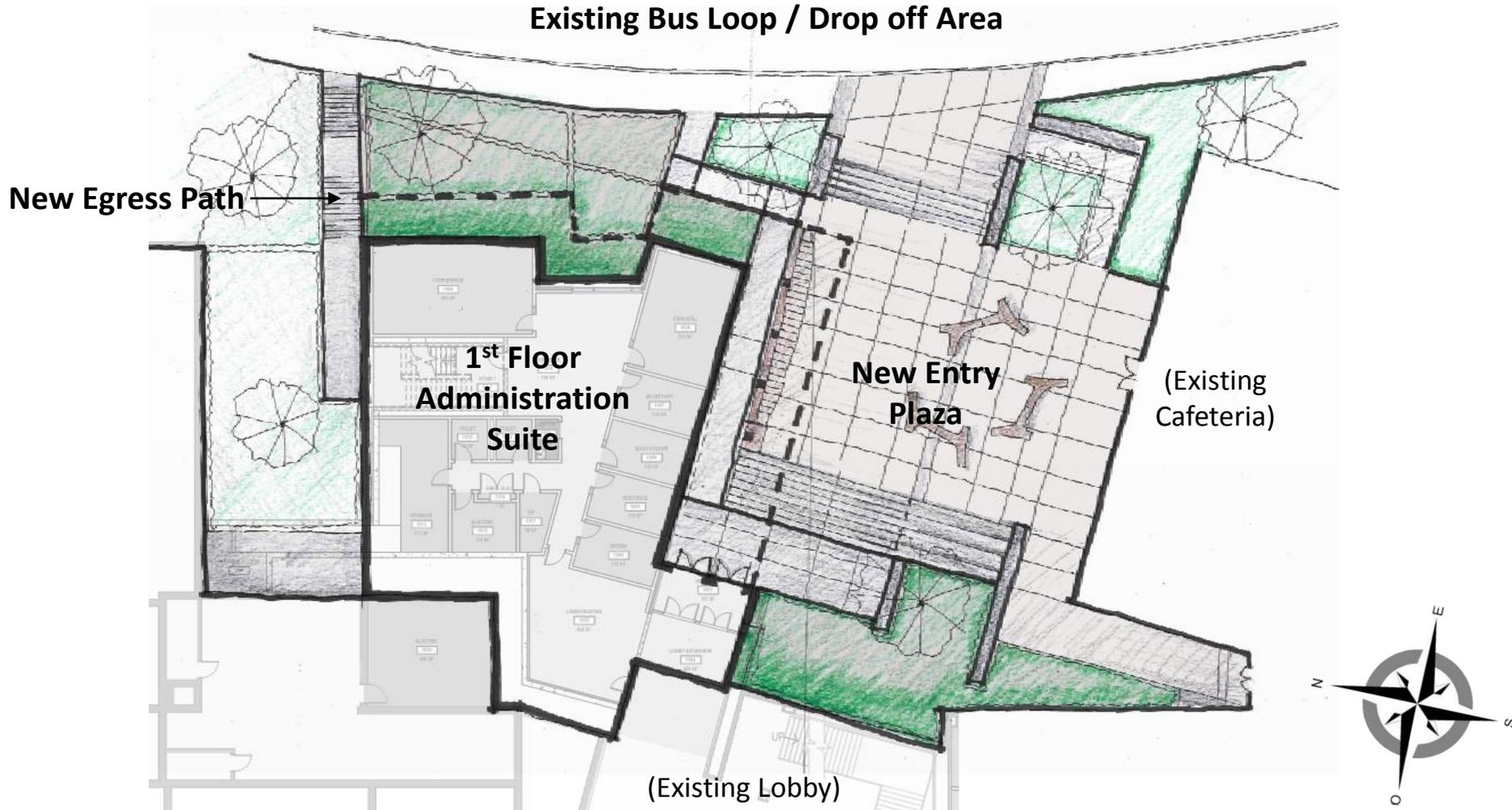
- CREATE (2) PLC's & TESTING ROOM

LEVEL 3

High School Expansion & Renovations

site plan

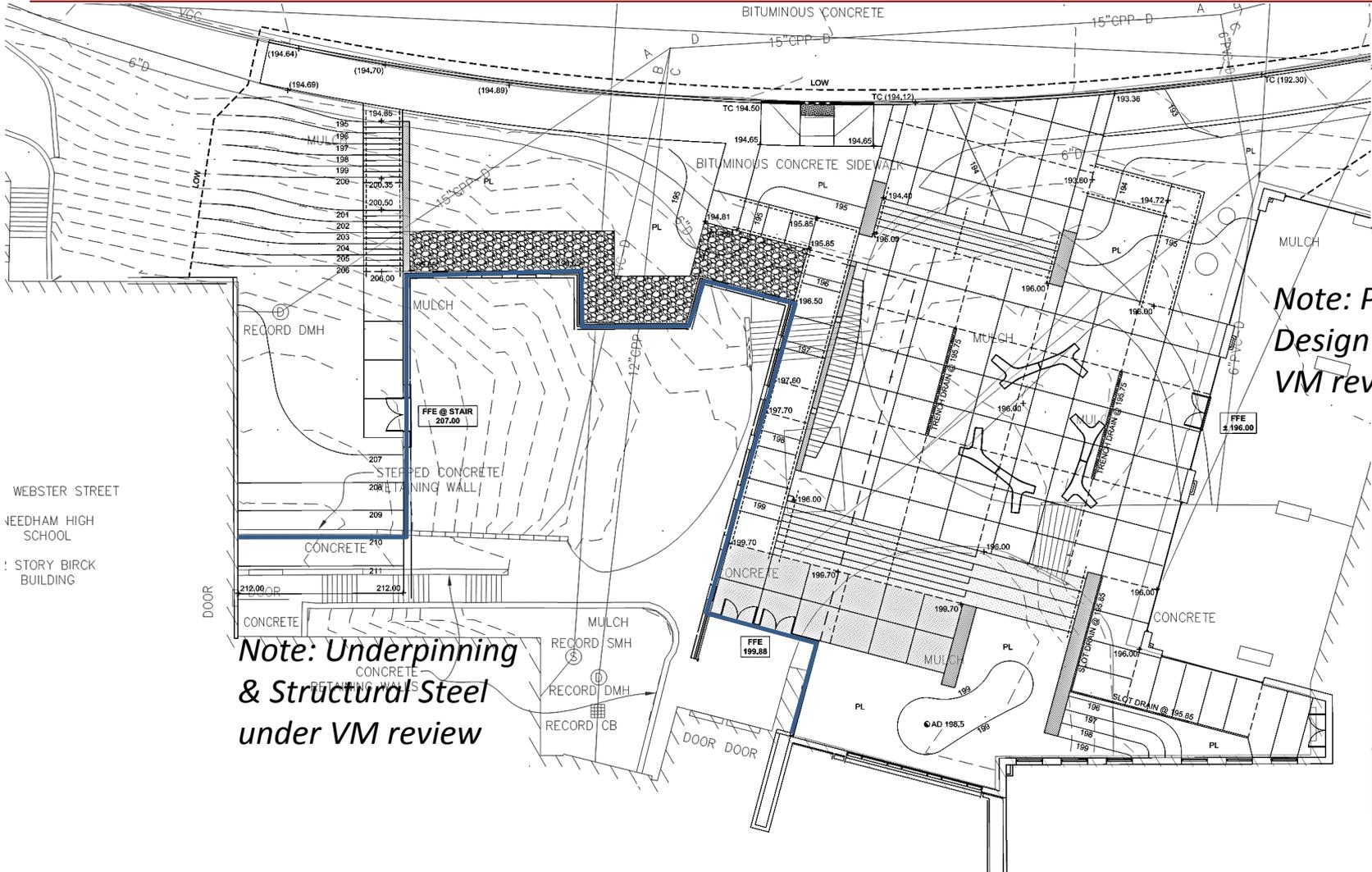
proposed plans



High School Expansion & Renovations

site plan

proposed plans -



Note: Plaza Design Under VM review

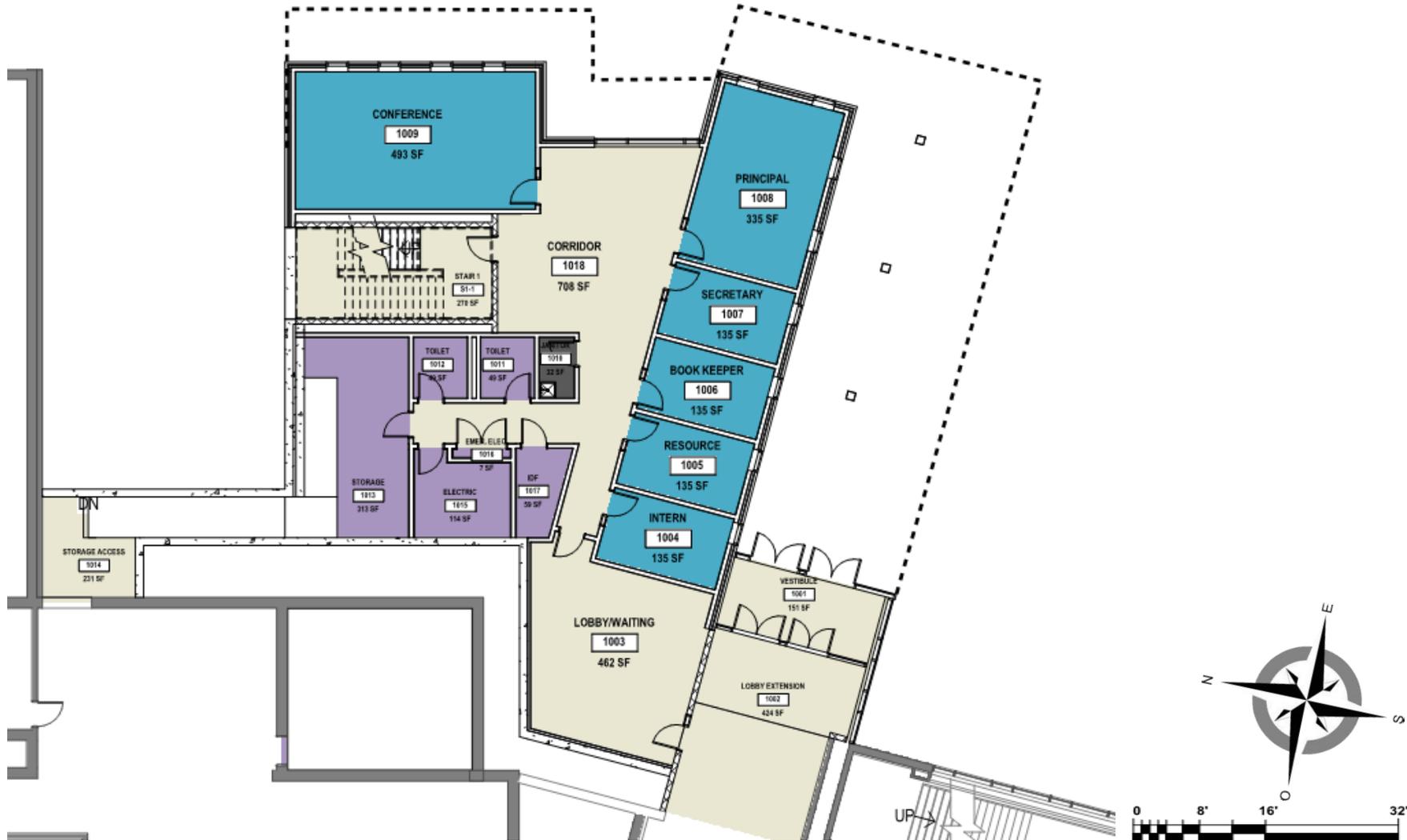
Note: Underpinning & Structural Steel under VM review



High School Expansion & Renovations

1st floor plan

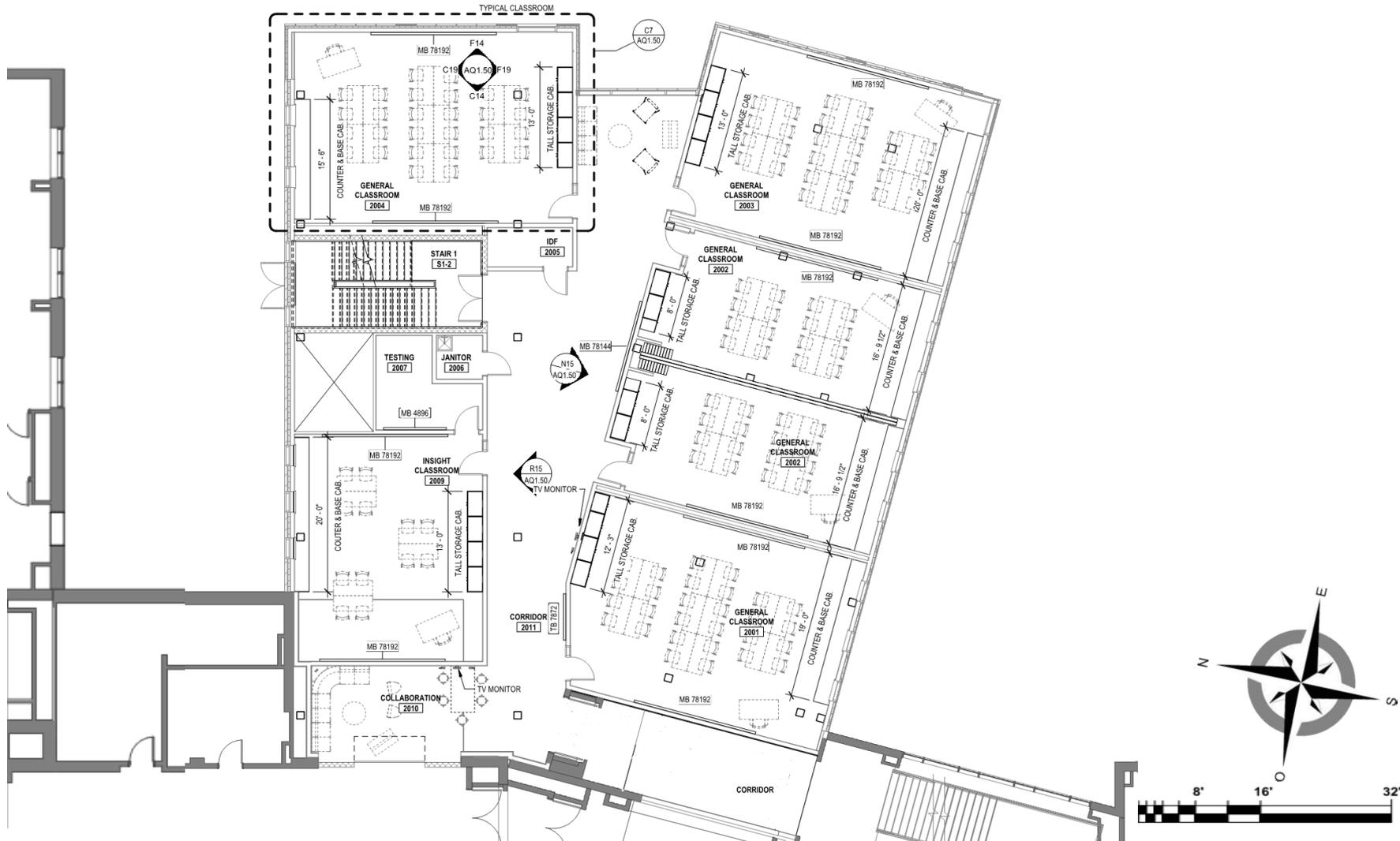
proposed plans



High School Expansion & Renovations

2nd floor plan

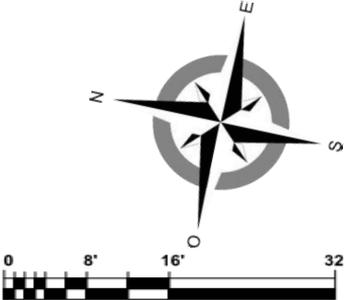
proposed plans



High School Expansion & Renovations

3rd floor plan

proposed plans



High School Expansion & Renovations

concept views

proposed elevation



High School Expansion & Renovations

concept views

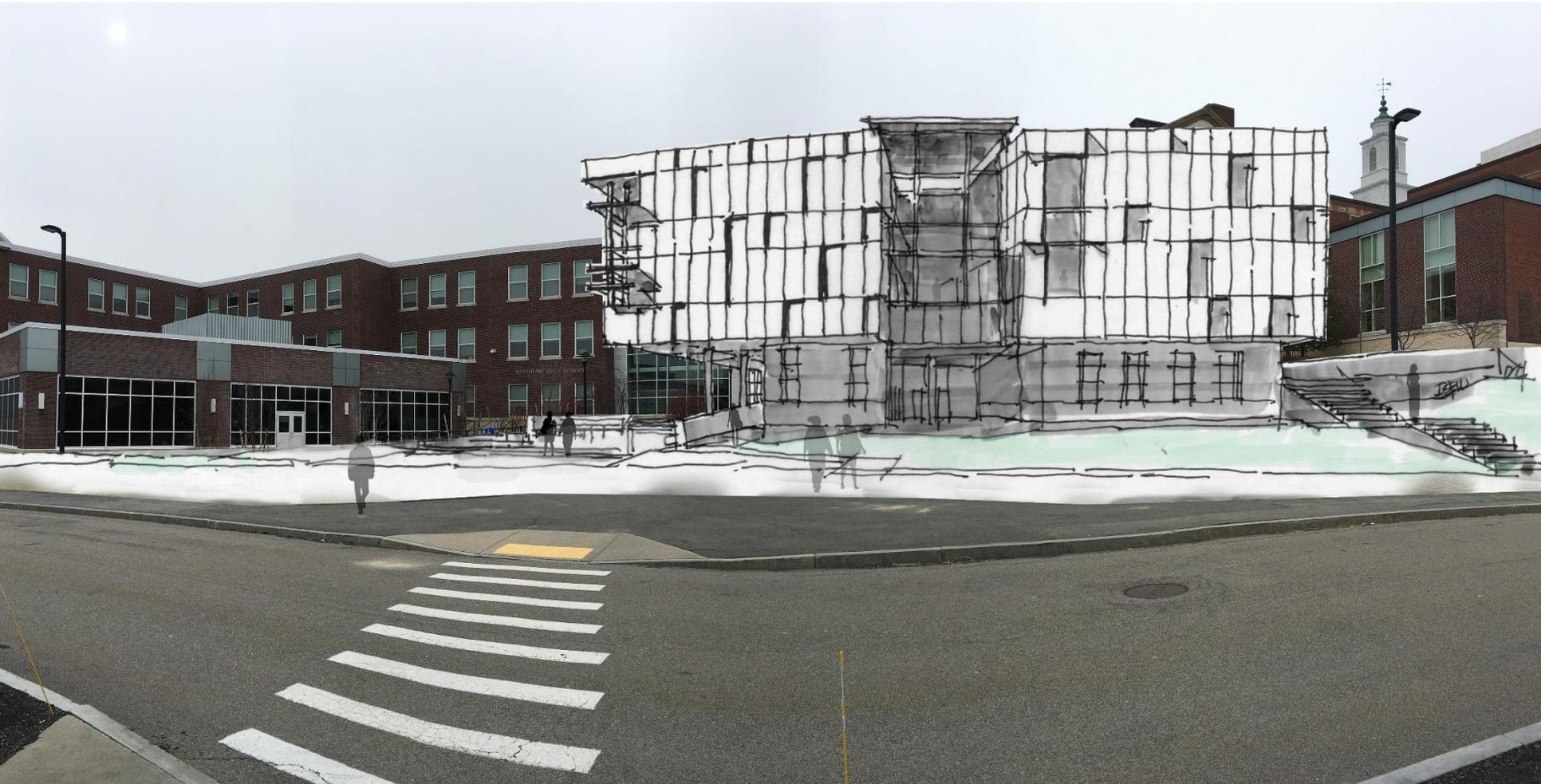
proposed elevation



High School Expansion & Renovations

concept views

proposed plans



High School Expansion & Renovations

schedule

s c h e d u l e

8/14 Design Review Board – Informal Presentation

8/22 Design Review Team (DRT) presentation

8/23 School Committee – Design Update

9/6 Finance Committee – Design and Cost Update

9/11 PPBC Review SD Cost Estimate & Progress

9/12 Board of Selectmen Design and Cost Update

9/18 Needham Commission on Disabilities (NCOD) Design Review

9/26 Planning Board -Informal Presentation

10/2 Special Town Meeting

10/6 Design Review Board (Alt date 10/20)

10/24 Planning Board 1st Hearing

Feb / March 2018 CM Mobilization

August 2018 Substantial Completion of Construction



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

MEETING DATE: 9/12/2017

Agenda Item	Sign Amendment to Town of Needham Traffic Regulations
Presenter(s)	Richard P. Merson, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Needham Department of Public Works received a request from the Needham Board of Selectman asking that an amendment to the Town of Needham Traffic Regulations be adopted. The amendment consists of adding to Section 5-1, General Prohibitions, the following: "n. Upon any way within five (5) feet of a driveway".
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	<i>Suggested Motion:</i> <i>"That the Board vote to approve and sign the Amendment to the Town of Needham Traffic Regulations, Permit #R17-09-12, adding to Section 5-1, General Prohibitions, the following: "n. Upon any way within five (5) feet of a driveway".</i>
3.	BACK UP INFORMATION ATTACHED
	1. <i>Copy of Traffic Regulation R17-09-12</i>

TOWN OF NEEDHAM
BOARD OF SELECTMEN

NOTICE OF TRAFFIC REGULATION

By virtue of the authority vested in the Board of Selectmen of the Town of Needham, it is hereby

VOTED: That the Town of Needham Traffic Rules and Regulations adopted by the Board of Selectmen February 14, 1989 and subsequent amendments thereto be and are hereby further amended as follows:

By adding to Section 5-1, General Prohibitions, the following:

- n. Upon any way within five (5) feet of a driveway.

BOARD OF SELECTMEN

Permit No. R17-09-12

Date of Passage _____

Attest of Town Clerk _____



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

MEETING DATE: 9/12/2017

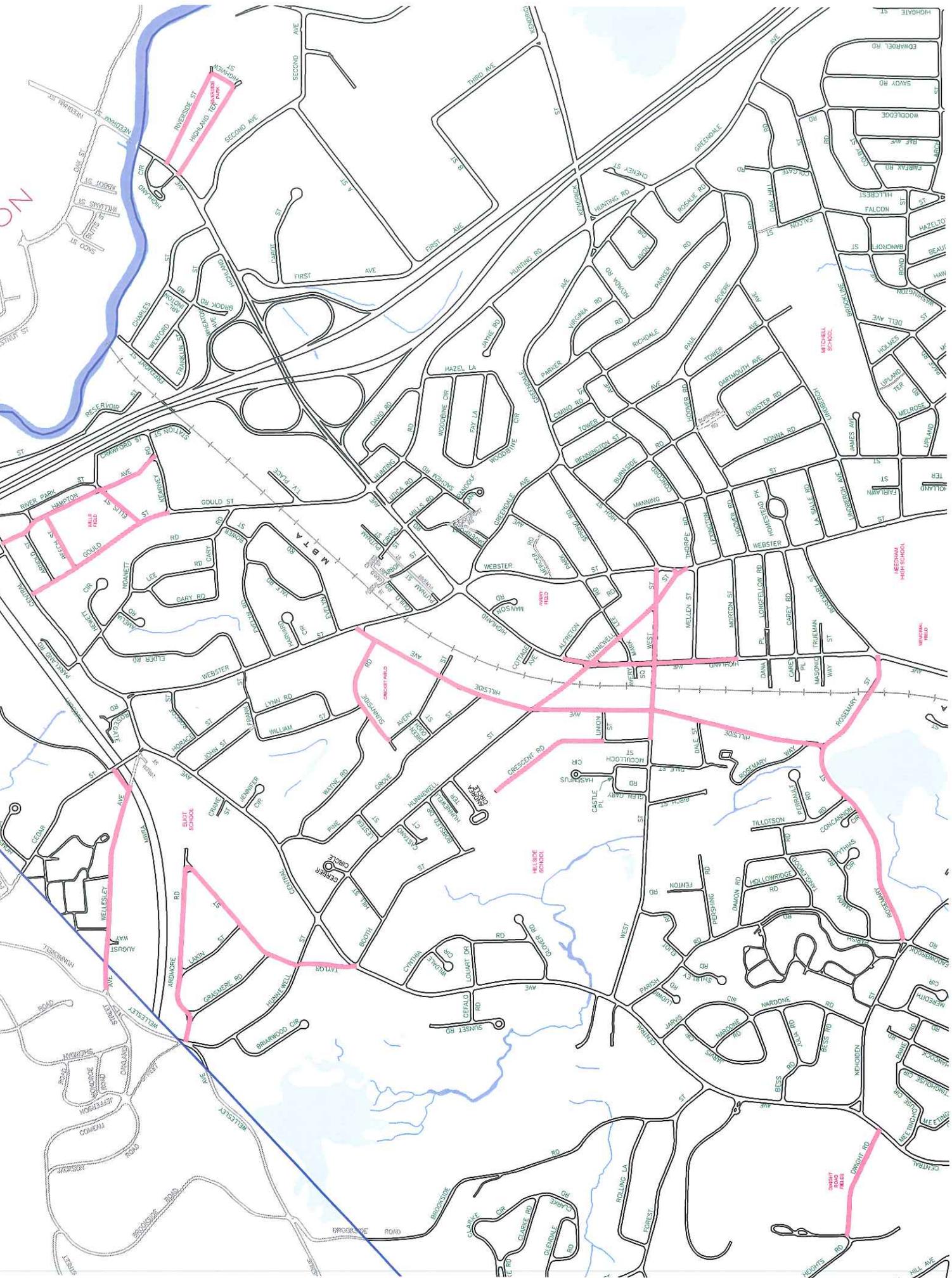
Agenda Item	Proposed 25 mph Statutory Speed Limits – Various Areas in Town
Presenter(s)	Richard P. Merson, DPW Director

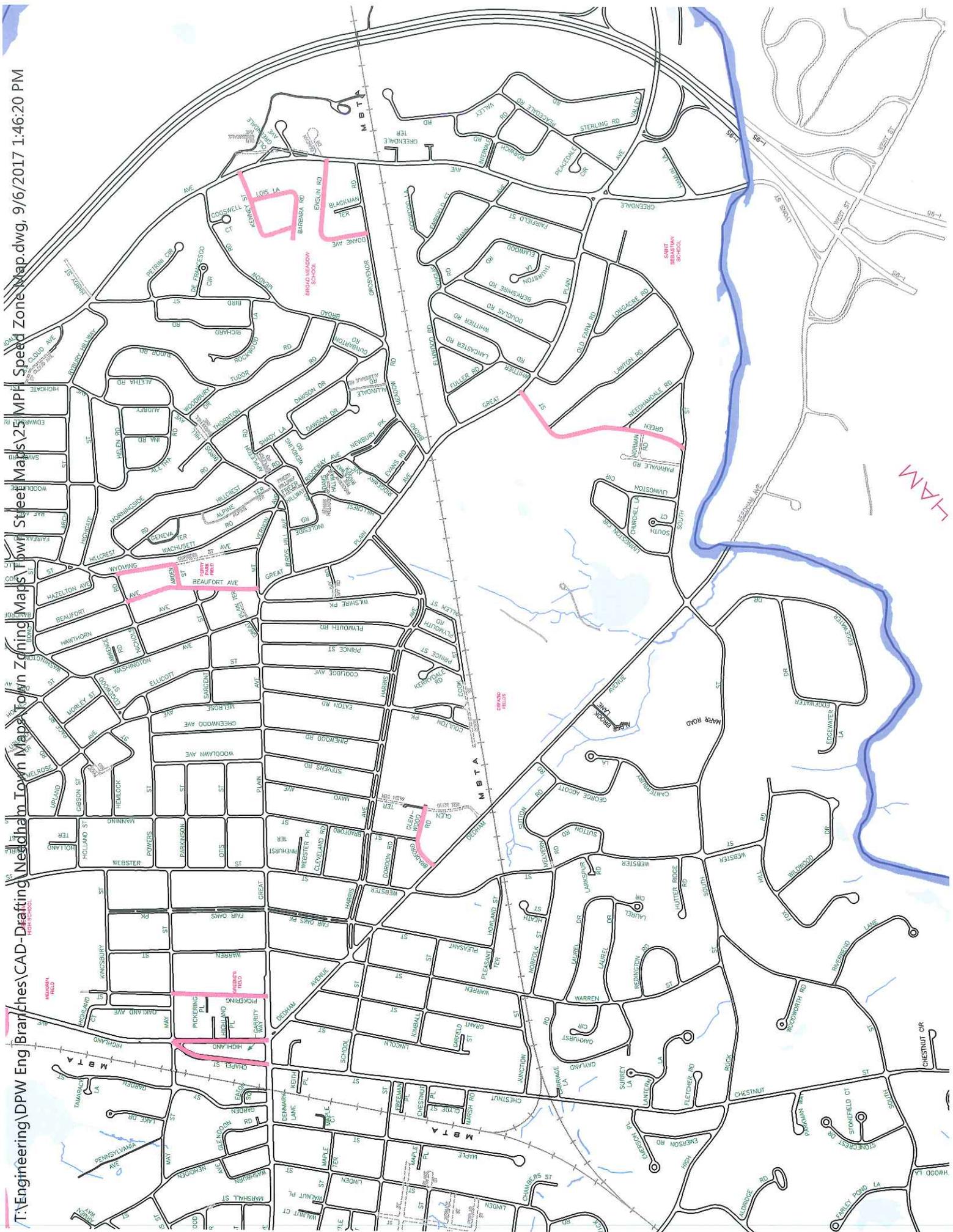
1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	<p>At the May 2017 Annual Town Meeting, the town voted to accept the provisions of Section 193 of Chapter 218 of the Acts of 2016 - Speed Limitations. The town may now create regulations to reduce speed limits in thickly settled or business districts from 30-mph to 25 mph.</p> <p>For discussion purposes, the Department of Public Works has proposed criteria and potential locations to apply a 25 mph speed limit on certain roadways.</p> <p><u>Suggested Main Criteria</u></p> <ul style="list-style-type: none">• Playground Areas• Dense Business Areas• Town Center• Elderly housing or assembly areas• Golf Course <p>Areas that are excluded consist of locations that are statutory 20 mph School Zones, Areas outside of Thickly Settled Districts, and areas that have a regulatory Speed Zone (white speed limit signs).</p>
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	<p><i>Suggested Motion:</i> <i>No vote required</i></p>
3.	BACK UP INFORMATION ATTACHED
	<ol style="list-style-type: none">1. <i>Copy of locations that meet the proposed criteria for a 25 mph speed limit</i>2. <i>Copy of proposed map locations where a 25 mph speed limit is recommended.</i>

9/12/17 Attachment 1

Locations meeting the proposed 25 mph Criteria

CHARLES RIVER STREET	- Central Avenue to South Street
DWIGHT ROAD	- Entire Length
BRADFORD STREET	- Dedham Avenue to Glenwood Road
GLENWOOD ROAD	- Bradford Street to Pollard School
DOANE AVENUE	- Entire Length
ENSLIN ROAD	- Entire Length
KENNEY STREET	- Entire Length
BARBARA ROAD	- Entire Length
LOIS LANE	- Entire Length
BEAUFORT AVENUE	- Nichols Road to Mount Vernon Avenue
ARDEN STREET	- Entire Length
WYOMING AVENUE	- Arden Street to Nichols Road
PICKERING STREET	- Great Plain Avenue to May Street
CHAPEL STREET	- Great Plain to May Street
HIGHLAND AVENUE	- Great Plain Avenue to May Street
ROSEMARY STREET	- Highland Avenue to Nehoiden Street
HILLSIDE AVENUE	- Rosemary Street to Webster Street
WEST STREET	- Webster Street to Crescent Road
HUNNEWELL STREET	- Webster Street to Hillside Avenue
HIGHLAND AVENUE	- Morton Street to Alfreton Road
SUNNYSIDE ROAD	- Hillside Avenue to Wayne Road
RIVERSIDE STREET	- Entire Length
HIGHVIEW STREET	- Riverside Street to Highland Terrace
HIGHLAND TERRACE	- Entire Length
GOULD STREET	- Kearney Road to Central Avenue
ELLIS STREET	- Gould Street to Hampton Avenue
HAMPTON AVENUE	- Kearney Road to Central Avenue
BEECH STREET	- Entire Length
WELLESLEY AVENUE	- Wellesley Ave. Ext. to Wellesley Town Line
WELLESLEY AVENUE EXTENSION	- Wellesley Ave. to Eliot School
ARDMORE ROAD	- Entire Length
TAYLOR STREET	- Entire Length
GREEN STREET	- Entire Length







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

MEETING DATE: 9/12/2017

Agenda Item	Budget Consultation
Presenter(s)	Kate Fitzpatrick, Town Manager David Davison, Assistant Town Manager/Finance Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	We will provide a budget update and discuss the upcoming FY2019 budget season and outlook.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
3.	BACK UP INFORMATION ATTACHED
	(Describe backup below) Additional information to be provided prior to the meeting.



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

MEETING DATE: 9/12/2017

Agenda Item	DPW Central Ave. Storage Facility
Presenter(s)	Kate Fitzpatrick, Town Manager Rick Merson, Director of Public Works

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Town Manager and DPW Director will update the Board on the status of the Central Avenue Storage Facility project.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	Update Only.
3.	BACK UP INFORMATION ATTACHED
	a. Weston & Sampson Project update PowerPoint dated August 21, 2017

Town of Needham DPW Central Ave Storage Facility

PPBC Update



August 21, 2017

Town of Needham
DPW Central Ave Storage Facility

Vehicle & Equipment Program Verification

- Reviewed comprehensive vehicle list
- Developed a comprehensive equipment list with the assistance of the Town (including towed, ride-on, and small portable equipment)
- Classified storage type (garaged vs. covered)

Sample From Vehicle List

HIGHWAY										
ID#	DEPT	YR	MAKE/MODEL	DESCRIPTION	PHOTO	WIDTH	LENGTH	LIC#	ID#	
6	Hwy	2015	Intl 7300	Dump Truck	X	8'	24'	M62736	6	
7	Hwy	2000	Intl 4900	Dump Truck	X	8'	24'	M62735	7	
8	Hwy	2014	Intl 7400	Dump Truck	X	8'	24'	M89941	8	
9	Hwy	2012	Intl 7400	Dump Truck	X	8'	24'	M87157	9	
10	Hwy	2010	Intl 7400	Dump Truck	X	8'	24'	M82953	10	
32	Hwy	2012	Ford F350	Pick Up	X	8'	18'	M88340	32	
39	Hwy	2012	Ford F550	Dump Truck	X	8'	21'	M77250	39	
43	Hwy	2012	Ford F350	Pick Up	X	8'	18'	M86759	43	
47	Hwy	2007	Intl 7400	Dump Truck	X	8'	22'	M76117	47	
48	Hwy	2008	Ford F450	Utility Truck	X	8'	21'	M88898	48	
49	Hwy	2002	Volvo Truck	Tractor	X	8'	30'	M6411	49	
52	Hwy	2009	Ford Escape Hybrid	SUV		7'	15'	M78365	52	
55	Hwy	2011	Ford F550	Dump Truck	X	8'	19'	M77245	55	
57	Hwy	2012	Ford F350	Pick Up		8'	18'	M88339	57	

Town of Needham DPW Central Ave Storage Facility

Sample From Equipment List

UNI	YEAR	TYPE	MAKE	MODEL	REG	DIV	Seasonal	Garage vs. Covered
113	2008	Sidewalk Tra	Camoplast	SW4S	M57947	H	Seasonal	Garaged
116	2014	Sidewalk Tra	Prinoth	SW4S	M55339	H	Seasonal	Garaged
117	2015	Sidewalk Tra	Prinoth	SW4S	M95737	H	Seasonal	Garaged
131	2000	Roller	Dynapac	CC122	0	H	Seasonal	Garaged
134	2006	Roller	Wacker	RD11A	0	H	Seasonal	Garaged
150A	1981	Welder	Hobart	Mega-Arc	0	W	Seasonal	Garaged
156	2011	10" Pump/Trailer	Baker/Robinson	1340	M88791	W	Seasonal	Garaged
157	2012	6" Pump/Trailer	PP&P	E6	M87496	W	Seasonal	Garaged
158	0	8" Pump			0	W	Seasonal	Garaged
159	2012	4" Pump/Utility Trailer	GS/Godwin	N32-9232	M89948	W	Seasonal	Garaged
160	2013	Utility Trailer	Wachs		M79455	W	Seasonal	Garaged
A001	2010	Tiller	Land Pride	RTA2072	0	P	Seasonal	covered
A002	2010	Aerator/Corer	John Deere	AERCORE 1000	0	P	Seasonal	covered
A003	2010	Broadcast Spreader	Land Pride	FSP500	0	P	Seasonal	covered



Construct offsite season storage building

PROGRAM ELEMENT: OFF SITE



Existing Covered / open, 48' culvert.

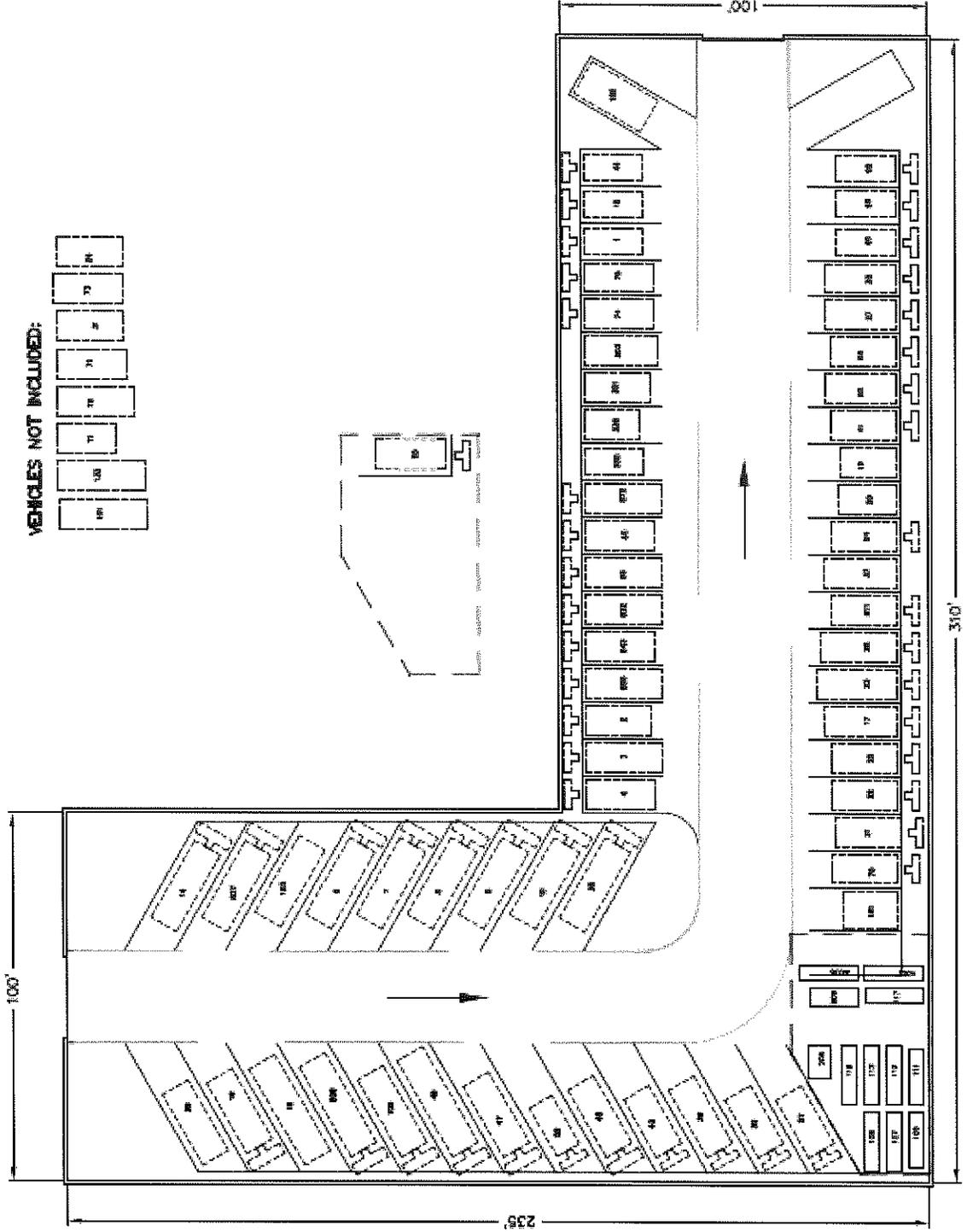
NEEDHAM DPW
 499 DEDHAM AVE · EXIST. DPW SITE
 OPTION 2 - REV 3: 'L' SCHEME
 2ND FLOOR EMPLOYEE FACILITIES

1" = 60'-0"

Town of Needham
DPW Central Ave Storage Facility

Vehicle & Equipment Storage Concept Development

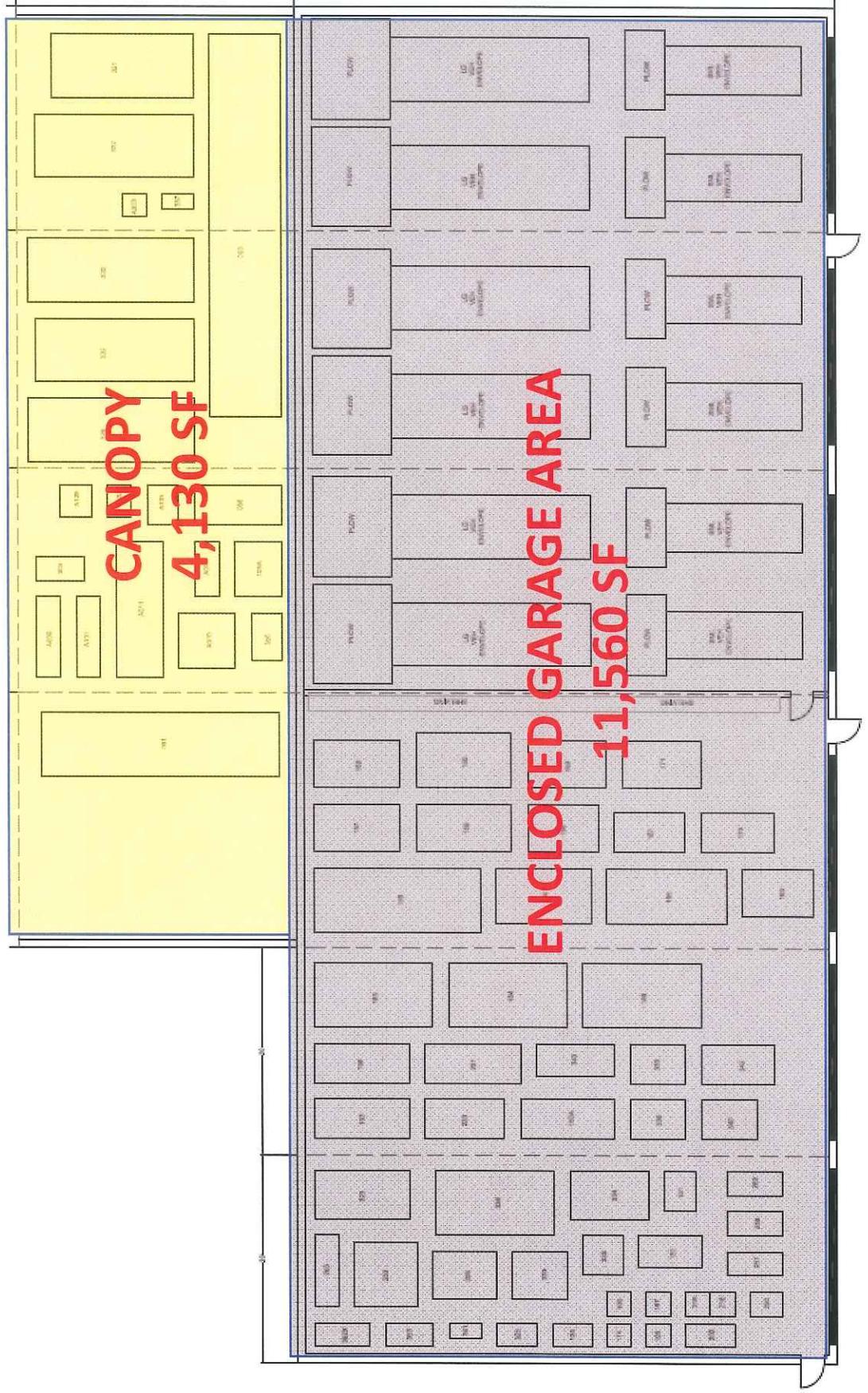
DEDHAM AVE STORAGE FACILITY



Town of Needham
DPW Central Ave Storage Facility

Vehicle & Equipment Storage Concept Development

CENTRAL AVE STORAGE FACILITY



Town of Needham
DPW Central Ave Storage Facility

Vehicle & Equipment Storage Concept Development

<u>Original Concept</u>	Size	Size
Proposed Garage	7,000	SF
Proposed Canopy	<u>7,050</u>	SF
TOTAL:	14,050	SF

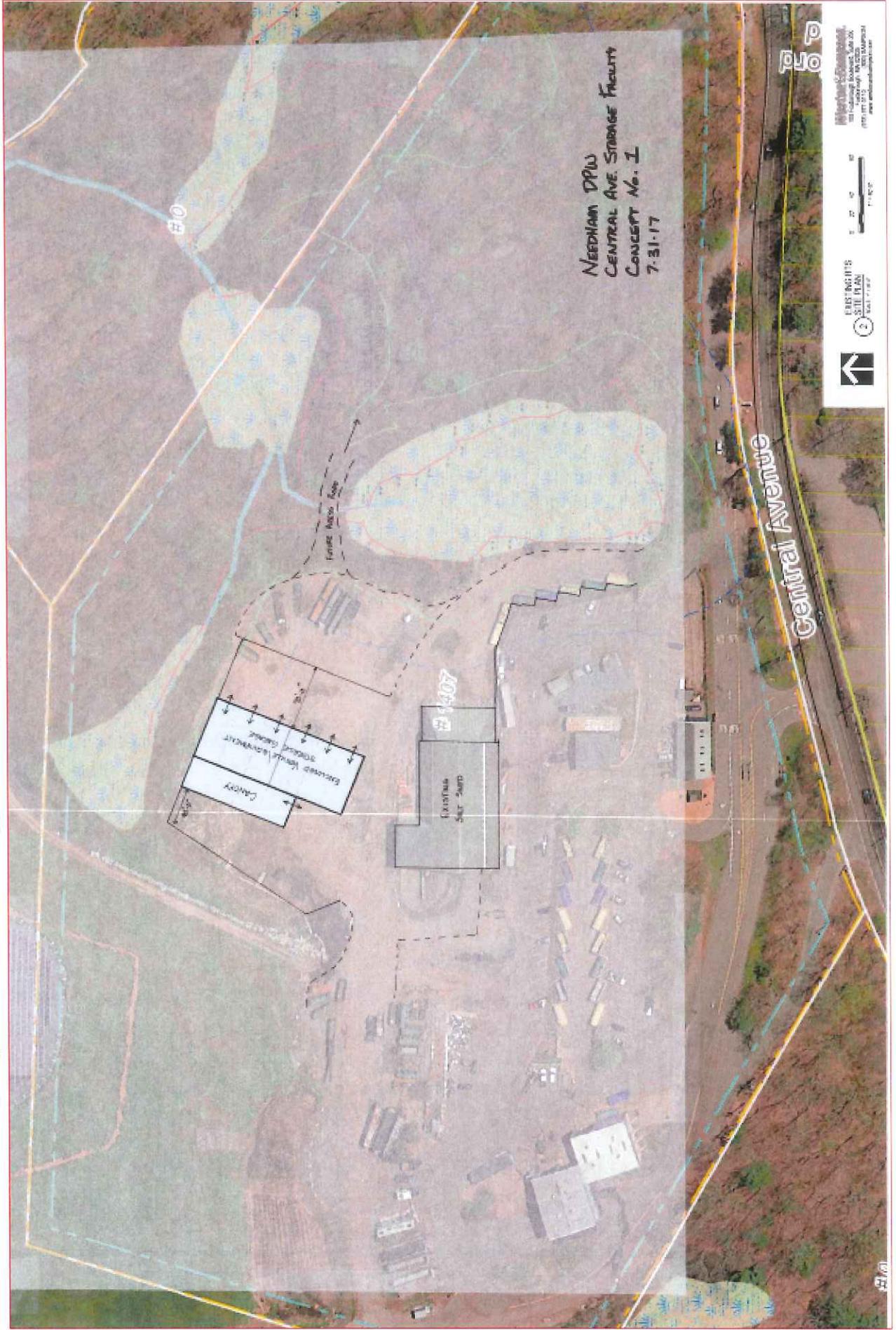
<u>Current Concept</u>	W	L	Size
Proposed Garage	69	170	11,560 SF
Proposed Canopy	35	118	<u>4,130</u> SF
TOTAL:			15,690 SF

Town of Needham
DPW Central Ave Storage Facility

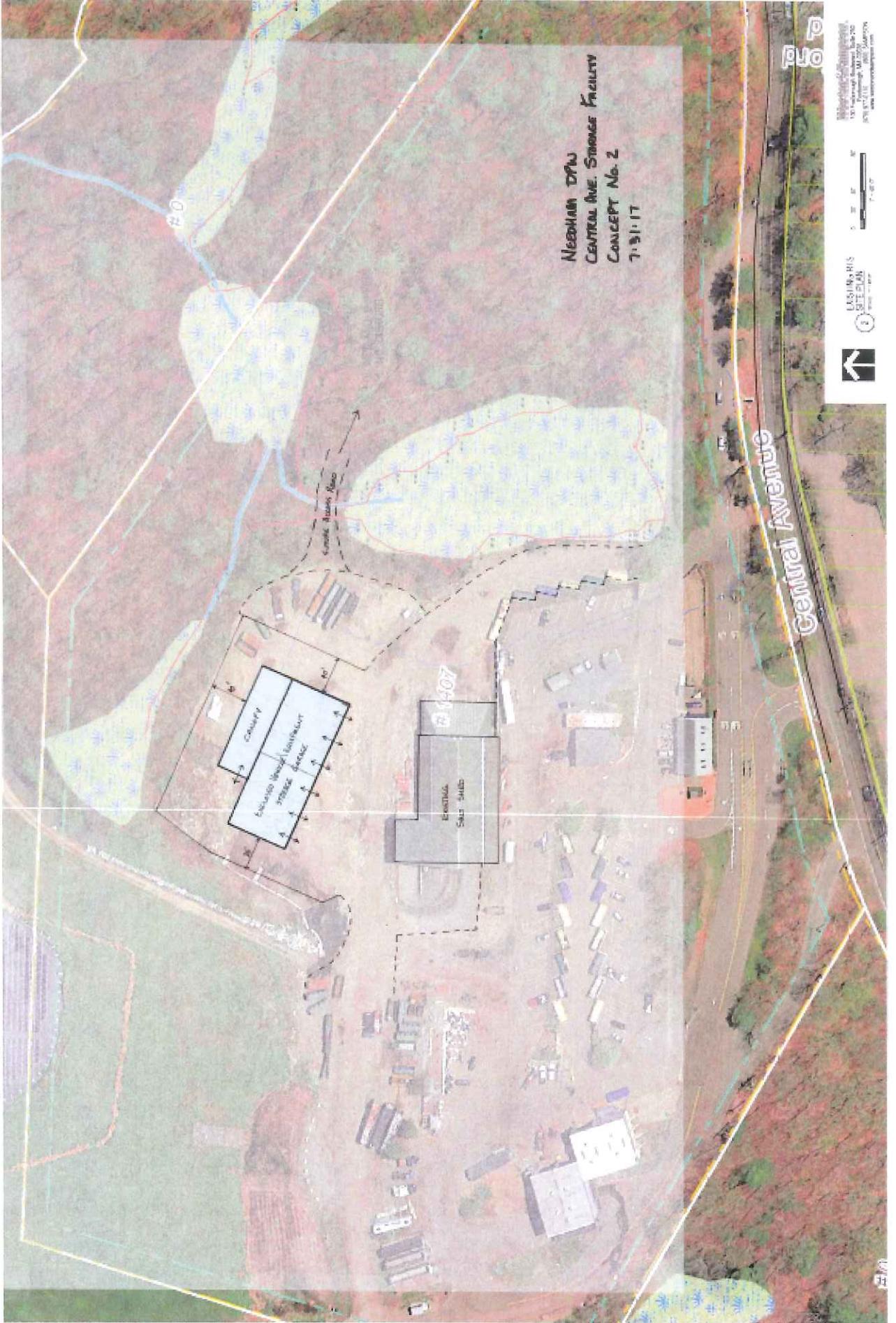
Vehicle & Equipment Storage Concept Development



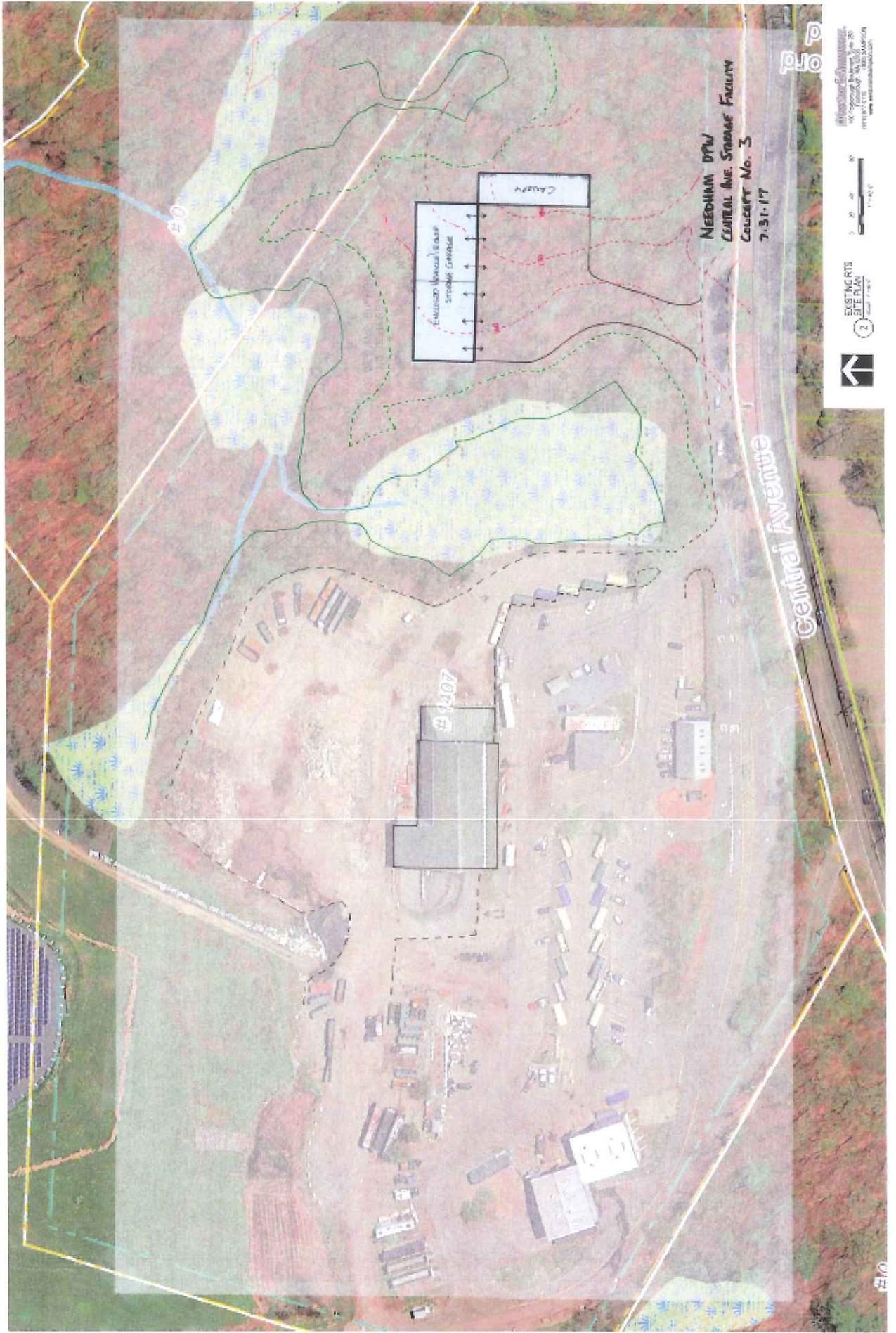
Town of Needham DPW Central Ave Storage Facility Vehicle & Equipment Storage Concept Development



Town of Needham DPW Central Ave Storage Facility Vehicle & Equipment Storage Concept Development

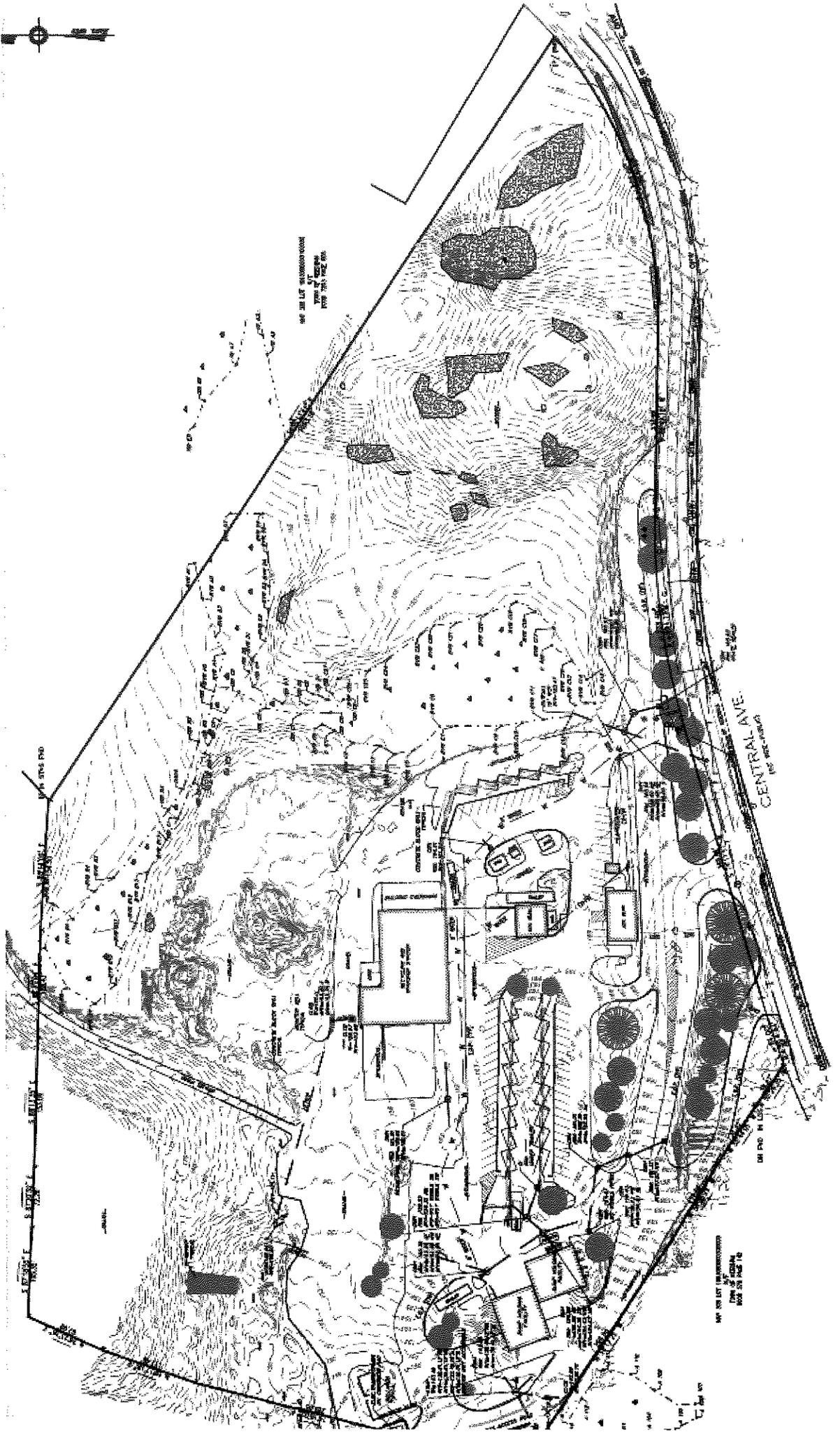


Town of Needham DPW Central Ave Storage Facility Vehicle & Equipment Storage Concept Development



Town of Needham DPW Central Ave Storage Facility

Survey Completed



Town of Needham
DPW Central Ave Storage Facility

Next Steps

- Complete test pits to verify subsurface conditions
- Develop conceptual plan based on preferred option
- Prepare a detailed estimate based on preferred plan
- Finalize Report



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

MEETING DATE: 9/12/2017

Agenda Item	Town Meeting Preparation
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Board will discuss articles contained in the October 2, 2017 Special Town Meeting Warrant.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	<i>Suggested Motion:</i> That the Board vote to support (not to support) article _____ in the Annual Town Meeting Warrant.
3.	BACK UP INFORMATION ATTACHED
a.	Draft Special Town Meeting Warrant dated September 8, 2017

TOWN OF NEEDHAM



SPECIAL TOWN MEETING WARRANT

MONDAY, OCTOBER 2, 2017

7:30 P.M.

JAMES HUGH POWERS HALL, NEEDHAM TOWN HALL

1471 HIGHLAND AVENUE

Draft 9.6.2017

Additional information on particular warrant articles will be made available from time to time at www.needhamma.gov/townmeeting during the weeks leading up to the Special Town Meeting.

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

To either of the constables in the Town of Needham in said County, Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify the qualified Town Meeting Members of the Town of Needham to meet in the Needham Town Hall on:

MONDAY, THE SECOND DAY OF OCTOBER, 2017

At 7:30 in the afternoon, then and there to act upon the following articles:

HUMAN RESOURCE ARTICLES

ARTICLE 1: FUND COLLECTIVE BARGAINING AGREEMENT – DPW/NIPEA

To see if the Town will vote to approve the funding of a collective bargaining agreement between the Town and the Needham Independent Public Employees Association, Local 1116, and to appropriate a sum of money to defray the cost of salary and wages provided for under the agreement for fiscal year 2018; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted
PERSONNEL BOARD RECOMMENDS THAT:

Article Information: The Town and the Needham Independent Public Employees Association, Local 1116 have agreed to a one year contract extension for fiscal year 2018. As a result of changes in the plan offerings by the West Suburban Health Group – of which Needham is a member – the Town will be negotiating with all employee groups over the coming year relative to its group insurance program. The one year contract extension for this unit brings all units current for fiscal year 2018 as we begin those discussions. If this article is approved, funding would be transferred from the classification, performance and settlements line item for the General Fund employees.

FINANCE ARTICLES

ARTICLE 2: AMEND THE FY2018 OPERATING BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2018 Operating Budget adopted under Article 15 of the 2017 Annual Town Meeting by deleting the

amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
3	Group Insurance, Employee Benefits, Assessments & Administrative Costs	\$13,949,197	14,429,197
9	Reserve Fund	\$1,862,600	\$1,812,600
22B	Public Facilities Expenses	\$2,696,730	\$2,746,730

INSERTED BY: Finance Committee

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: This article seeks to amend the Town's operating budget for fiscal year 2018. The \$480,000 increase to the Group Health Insurance, Employee Benefits & Administrative Costs budget line is to cover increased health insurance costs. This funding increase was expected at the time the fiscal year 2018 budget was presented to Town Meeting this past May. At that time, there were several variables identified that could impact the fiscal year 2018 health insurance budget, including premium increases, additional head count in the School and Town departments, plan selection by employees, and actual enrollment. Given the number of variables, it was agreed that the final budget amount would be recommended at the fall Special Town Meeting. The increase is proposed to be funded by an increase in recurring revenue.

The \$50,000 increase to the Public Facilities expense budget line is to provide funding for an outside consultant to review the Town's maintenance program for its public buildings. This request comes at the request of the Town Manager and the Finance Committee to have an outside assessment of the Town's practices and assumptions in planning and maintaining its capital investment to help ensure that the expected life cycles are met, and that best practices are employed to meet the demands. The study is expected to be completed prior to the end of the fiscal year. The reduction to the Reserve Fund would be the funding source for this appropriation.

ARTICLE 3: AMEND THE FY2018 RTS ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2018 RTS Enterprise Fund adopted under Article 16 of the 2017 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
101A	Salary & Wages	\$782,833	\$796,656

and to meet this appropriation that the additional amount be raised from RTS Enterprise Fund receipts; or take any other action relative thereto.

INSERTED BY: Board of Selectmen & Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: This article is to amend the FY2018 RTS Enterprise Fund Budget. The Town and the Needham Independent Public Employees Union have reached an agreement for a one year contract extension as presented under Article 1. If approved, this budget amendment will provide the additional funding (\$13,823) necessary to pay the cost of the Agreement for FY2018. There are eight members of the Union assigned to RTS operations.

ARTICLE 4: AMEND THE FY2018 SEWER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2018 Sewer Enterprise Fund adopted under Article 17 of the 2017 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
201A	Salary & Wages	\$938,603	\$958,976
201D	MWRA Assessment	\$5,918,642	\$5,889,796

or take any other action relative thereto.

INSERTED BY: Board of Selectmen & Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: This article is to amend the FY2018 Sewer Enterprise Fund Budget. The Town and the Needham Independent Public Employees Union have reached an agreement for a one year contract extension as presented under Article 1. If approved, this budget amendment will provide the additional funding (\$20,373) necessary to pay the cost of the Agreement for FY2018. There are 11 members of the Union assigned to Sewer operations. The article also seeks to lower the MWRA Assessment appropriation by \$28,846. At the time the Sewer Enterprise Fund budget was approved, the sewer assessment was based on the preliminary figures released by the MWRA. The Town has received its actual assessment for FY2018 which was less than the budgeted amount and hence the reduction. The net effect of the requested changes is a decrease of \$8,473 (-0.09%) to the Enterprise Budget.

ARTICLE 5: AMEND THE FY2018 WATER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2018 Water Enterprise Fund adopted under Article 18 of the 2017 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
301A	Salary & Wages	\$1,226,141	\$1,248,413
301D	MWRA Assessment	\$1,114,185	\$1,109,794

and to meet this appropriation that the additional amount be raised from Water Enterprise Fund receipts; or take any other action relative thereto.

INSERTED BY: Board of Selectmen & Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: This article is to amend the FY2018 Water Enterprise Fund Budget. The Town and the Needham Independent Public Employees Union have reached an agreement for a one year contract extension as presented under Article 1. If approved, this budget amendment will provide the additional funding (\$22,272) necessary to pay the cost of the Agreement for FY2018. There are 12 members of the Union assigned to Water operations. The article also seeks to lower the MWRA Assessment appropriation by \$4,391. At the time the Water Enterprise Fund budget was approved, the water assessment was based on the preliminary figures released by the MWRA. The Town has received its actual assessment for FY2018 which was less than the budgeted amount and hence the reduction. The net effect of the requested changes is an increase of \$17,881(0.32%) to the Enterprise Budget.

ARTICLE 6: RESCIND DEBT AUTHORIZATION

To see if the Town will vote to rescind a portion of certain authorizations to borrow, which were approved at prior town meetings, where the purposes of the borrowing have been completed, and/or it was unnecessary to borrow the full authorization:

Project	Town Meeting	Article	Authorized	Rescind
High School Cafeteria Construction	Nov 2015 STM	11	\$2,100,000	\$225,000
Sewer Pump Station Reservoir B	Nov 2011 STM	15	\$6,300,000	\$170,000
Total			\$8,400,000	\$395,000

or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: When a project is financed by borrowing, the project has been completed, and the bills have been paid, the balance of the authorization that was not borrowed and not reserved for other project obligations may be rescinded. A Town Meeting vote to rescind prevents the Town from borrowing the amount rescinded, and frees up borrowing capacity. In some cases, the full appropriation for a project is not required, due to changes in scope, cost-saving measures, and/or favorable bids.

PUBLIC SAFETY ARTICLES

ARTICLE 7: AUTHORIZATION FOR ACQUISITION OF REAL PROPERTY

To see if the Town will vote to authorize the Board of Selectmen to purchase on behalf of the Town the real property known as 43 Lincoln Street (Assessors Map 47, Lot 46); or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The Town has been seeking to acquire the property at 43 Lincoln Street for several years. The acquisition, if approved, ensures the Town's ownership of the entire block bordered by School Street, Chestnut Street, Lincoln Street, and the Chestnut/Lincoln Parking Lot. Over the past seven years, the Town has acquired five parcels in the block in order to increase and improve municipal parking, and to allow for the expansion and reconstruction of the Public Safety Building. The acquisition will both improve the design of the project and also obviate the need to eliminate parking currently dedicated for public use. The property consists of approximately .26 acres and, if approved, will be purchased for \$XXX. No appropriation is required for the acquisition – the Board of Selectmen negotiated a mitigation agreement with the developer of the Second Avenue Residences to support both infiltration and inflow improvements and enhancements to public safety.

ARTICLE 8: AMEND ZONING BY-LAW – MAP CHANGE TO CENTER BUSINESS DISTRICT

To see if the Town will vote to amend the Needham Zoning By-Law by amending the Zoning Map to place in the Center Business District all that land now zoned Single Residence B and located at the intersection of Chestnut Street and School Street (Assessor's Map 47, Parcel 56) said area bounded and described as follows:

“Beginning at a point at the Chestnut Street centerline which intersects with the boundary line between the existing Single Residence B District and the Center Business District; then running easterly along said zoning boundary line to a point where it intersects with the boundary line

between the Center Business District and a General Residence District; then turning and running southerly along the existing Single Residence B District and said General Residence District to a point where it intersects with the centerline of School Street and the boundary line between the existing Single Residence B District and General Residence District; then turning and running westerly to a point where it intersects with the centerline of Chestnut Street and the boundary between the existing Single Residence B District and the Chestnut Street Business District; then turning and running northerly along said boundary to the point of beginning.”

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 9: AMEND ZONING BY-LAW – FLOOR AREA RATIO AND LOT COVERAGE REQUIREMENT FOR A MUNICIPAL BUILDING OR STRUCTURE IN THE GENERAL RESIDENCE DISTRICT

To see if the Town will vote to amend the Needham Zoning By-Law, as follows:

- (a) Amend Section 4.2, Dimensional Regulations for Rural Residence-Conservation, Single Residence A, Single Residence B, General Residence and Institutional Districts, Subsection 4.2.4, Table of Regulations for Public, Semi-Public and Institutional Uses in the Rural Residence Conservation, Single Residence A, Single Residence B and General Residence Districts and for the Institutional District, by inserting a footnote (h) for the Floor Area Ratio in the General Residence District on the table contained in Section 4.2.4, such footnote to read as follows:

“(h) The Board of Appeals may grant a special permit increasing the maximum Floor Area Ratio required by this footnote up to 0.60 for a municipal building or structure.”

- (b) Amend Section 4.2, Dimensional Regulations for Rural Residence-Conservation, Single Residence A, Single Residence B, General Residence and Institutional Districts, Subsection 4.2.4, Table of Regulations for Public, Semi-Public and Institutional Uses in the Rural Residence Conservation, Single Residence A, Single Residence B and General Residence Districts and for the Institutional District, by inserting a footnote (i) for the Maximum Percentage Lot Coverage in the General Residence District on the table contained in Section 4.2.4, such footnote to read as follows:

“(i) The Board of Appeals may grant a special permit increasing the maximum lot coverage required by this footnote up to twenty-five (25) percent for a municipal building or structure.”

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

**ARTICLE 10: APPROPRIATE FOR PUBLIC SAFETY BUILDING & FIRE STATION
#2 DESIGN**

To see if the Town will vote to raise, borrow, and/or transfer and appropriate \$3,750,000 for engineering and design for the reconstruction of the Public Safety Building and Fire Station #2, including costs incidental or related thereto, to be spent under the direction of the Permanent Public Building Committee and Town Manager, and that the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow said sum under Massachusetts General Law Chapter 44, Section 7; and that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Massachusetts General Law Chapter 44, Section 20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

CAPITAL ARTICLES

**ARTICLE 11: APPROPRIATE FOR HIGH SCHOOL EXPANSION
CONSTRUCTION**

To see if the Town will vote to raise, borrow, and/or transfer and appropriate a sum for reconstruction and expansion of Needham High School, including costs incidental or related thereto, to be spent under the direction of the Permanent Public Building Committee and Town Manager, and that the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow said sum under Massachusetts General Law Chapter 44, Section 7; and that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Massachusetts General Law Chapter 44, Section 20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: Needham High School is in need of additional classroom space to accommodate growing enrollment, and renovations to correct building deficiencies. This project would fund the addition of classroom space at the school, and would make the following improvements: replacement of the chillers, renovation of Gymnasium 'A', addition of gym storage, and reconfiguration of gym lockers.

The classroom expansion component is intended to support anticipated student population growth. This project would include construction of a new classroom wing at the Webster Street entry to the school. Enrollment is growing and expected to peak at 1,835 students in the 2024/25 School Year. This population, as well as the relatively small size of existing classrooms, has created both over-crowding in and over-utilization of existing classroom spaces. The building was originally designed for 1,450 students and reflected School Building Authority standards in effect at the time that were lower than the current design guidelines. (In 2007, the year the High School was renovated, 725 s.f. was the typical classroom size, which is smaller than the current Massachusetts School Building Authority guideline of 925 s.f. Under the current guidelines, a 725 s.f. classroom is sized for 19 students, whereas a 925 s.f. classroom can accommodate 23 students per instructional space.) Currently, 45% of the core academic sections - Math, English, Social Studies and World Languages - have more than 23 students per section, with some having as many as 28 students. An additional 40% of sections have 16-23 students. The average utilization rate in these spaces is 90%, which exceeds the MSBA guideline of 85% (set to preserve flexibility in scheduling.) Since 2008, several spaces at NHS have been repurposed to function as classrooms, however the number available remains below the need. Further, the repurposing has compromised the overall operation of the educational program.

The project also would replace the 300-ton chiller at the High School, with two 250-ton chillers. The existing chiller stopped working last year, cannot be repaired and must be replaced. The new chillers will accommodate the current building needs, as well as the additional square footage from the expansion project.

Finally, this project would renovate the A Gym and related spaces. The A Gym was added to the high school in the 1950's and remains essentially in its original configuration. As a result, the space has many deficiencies and is in need of significant renovation. Specifically, the project would replace the gym floor, relocate the ceiling mounted basketball hoops, replace the rooftop-mounted ventilation units, replace the lighting and floor systems, remove the wood paneling, repaint the entire space, and install acoustic panels to the underside of the exposed roof deck. Additionally, the project would add much needed equipment storage to the gym area, and would reconfigure and increase the number of gym lockers, to accommodate the expanded student population.

This article will fund construction of the proposed expansion project. The 2017 Annual Town Meeting appropriated \$1.075 million for project design (including \$950,000 for the classroom expansion and gym renovations and \$125,000 for chiller replacement.) This article requests the balance of the funds needed to complete the project.

GENERAL ARTICLES

ARTICLE 12: EXTINGUISH SEWER AND DRAIN EASEMENT/BROOKSIDE ROAD

To see if the town will vote to authorize the Board of Selectmen to extinguish a sewer and drain easement from Clarke Circle to Brookside Road, more fully described in an order of taking number 1958-1, dated April 8, 1958 and recorded at the Norfolk County Registry of Deeds in Registration Book 233, Page 17; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: No Position Taken

Article Information: In 1958, the Town established a sewer easement along the property line of 103 Brookside Road. In 1992, the Town established a new sewer easement but did not formally dissolve the original 1958 easement. Town Meeting action is required to extinguish the 1958 easement that is no longer needed by the Town.

ARTICLE 13: ACCEPT GRANT OF ACCESS EASEMENT/CARTWRIGHT ROAD

To see if the Town will vote to authorize the Selectmen to accept a grant of access easement by Mary Stare Wilkinson and Bradford Wilkinson to the Town of Needham as shown on a plan entitled “Definitive Subdivision Plan, 260 and 267 Cartwright Road, a 2 Lot Single Family Residential Subdivision, Needham, Massachusetts” on file with the Planning Board; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: As a condition of approval of the Cartwright Road Subdivision, the Planning Board required that the Developer grant the Town a grant of access easement. The access easement allows for passage by foot or vehicle over the private way, consistent with the manner in which streets are customarily used in the Town of Needham. Town Meeting approval of such easements is required in order for them to be effective.

ARTICLE 14: EXTINGUISH A PORTION OF DRAINAGE EASEMENT/NICHOLS ROAD

To see if the Town will vote to authorize the Board of Selectmen to extinguish a portion of a 1937 Drainage Easement at 56 Nichols Road from Nichols Road to the rear property line of 56 Nichols Road, more fully described in a Grant of Easement recorded at the Norfolk County Registry of Deeds in Book 2144 Page 459; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT: No Position Taken

Article Information: The property owners of 56 Nichols Road received permission from the Board of Selectmen to encroach on the existing drainage easement in order to reconstruct a new home. In consideration of this approval, the property owner relocated the drain line, and the old line was abandoned and removed as part of the construction. Town Meeting action is required to extinguish the original drain easement that is no longer needed by the Town.

And you are hereby directed to serve this Warrant by posting copies thereof in not less than twenty public places in said Town at least fourteen (14) days before said meeting.

Hereof fail not and make due return of this warrant with your doings thereon unto our Town Clerk on or after said day and hour.

Given into our hands at Needham aforesaid this 15th day of August, 2017.

MARIANNE B. COOLEY, Chairman
DANIEL P. MATTHEWS, Vice Chairman
JOHN A. BULIAN, Clerk
MAURICE P. HANDEL
MATTHEW D. BORRELLI

Selectmen of Needham

A TRUE COPY

Attest:

Constable:



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

MEETING DATE: 9/12/2017

Agenda Item	Town Manager Update
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will update the Board on issues not covered on the agenda.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
3.	BACK UP INFORMATION ATTACHED
none	



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

MEETING DATE: 9/12/2017

Agenda Item	Public Safety Reconstruction Project and Debt Exclusion Options
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will discuss the progress of the public safety facility reconstruction project and the timing of Town Meeting and debt exclusion votes.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
Discussion Only.	
3.	BACK UP INFORMATION ATTACHED



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

MEETING DATE: 09/12/2017

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	<i>Board members will report on the progress and / or activities of their Committee assignments.</i>
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
3.	BACK UP INFORMATION ATTACHED
	(Describe backup below)
	None

**Town of Needham
Board of Selectmen
Minutes for August 15, 2017
Needham Town Hall
Selectmen's Chamber**

6:45 p.m. Informal Meeting with Citizens: Kalpana Shah, 168 Linden Street expressed her ongoing concern for the safety and wellness of seniors due to the location of trash barrels near the parking area of the Housing Authority complex. She said the area is a "mini dump" asking the Town clean up the site and relocate the trash containers.

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

7:00 p.m. Ms. Cooley called for a moment of silence remembering those who died in Charlottesville, Virginia this past weekend.

7:00 p.m. Public Hearing Continuation: Eversource Energy - Helen Road
Maureen Carroll, Eversource Energy representative and Robert Curatola, property developer appeared before the Board requesting permission to install approximately 7 feet of conduit in Audrey Avenue. She stated this work is necessary to provide underground electric service at 8 Helen Road, Needham.

Ms. Cooley commented work done before approval is problematic and risky for the property developer. Mr. Curatola apologized, indicating all other permits for the work were issued. Mr. Matthews reiterated the Town's position saying it is very difficult to rectify a situation not approved by the Board prior to construction.

Ms. Fitzpatrick indicated all paperwork is in order.

Ms. Cooley invited public comment. No comments were made.

Motion by Mr. Matthews that the Board of Selectmen approve and sign a petition from Eversource Energy to install approximately 7 feet of conduit in Audrey Avenue. This work is necessary to provide underground electric service at 8 Helen Road, Needham.

Second: Mr. Bulian. Unanimously approved 5-0.

7:00 p.m. Public Hearing: Eversource Energy - Central Avenue
Maureen Carroll, Eversource Energy representative appeared before the Board requesting permission to install approximately 6 feet of conduit in Central Avenue.

She stated this work is necessary to provide underground electric service to the Sunita Williams Elementary School, Needham.

Ms. Cooley invited public comment. No comments were made.

Motion by Mr. Handel that the Board of Selectmen approve and sign a petition from Eversource Energy to install approximately 6 feet of conduit in Central Avenue. This work is necessary to provide underground electric service to the Sunita Williams Elementary School, Needham.

Second: Mr. Bulian. Unanimously approved 5-0.

7:05 p.m.

Appointments and Consent Agenda:

Motion by Mr. Bulian that the Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS:

1. **LUCA Liaison (Local Update for Theodora Eaton (term – indefinite)
Census Addresses)**

CONSENT AGENDA

1. **Approve Open Session minutes of June 27, 2017, July 25, 2017, July 28, 2017, and August 4, 2017 and Executive Session minutes of June 27, 2017, July 25, 2017, July 28, 2017, and August 4, 2017.**
2. **Ratify Special One Day Wines & Malt Beverages license request from Needham Pool & Racquet Club who changed their Summerfest event from July 13, 2017 to July 28, 2017.**
3. **Approve an event for the Circle of Hope to hold its “Full Circle” event on the Town Common, Saturday, September 23, 2017 from 10:00 a.m. to 12:00 p.m. Event has been reviewed and approved by the Police, Fire, and DPW departments.**
4. **Approve road race event form from Christopher George of the Sean Biggs Memorial Foundation, to hold its 5K race/ 1 mile run in Needham on November 19, 2017 from 6:00 a.m. to 12:30 p.m. In the event of inclement weather, event will be held on November 26, 2017. The race application has been approved by the following departments: DPW, Police, Fire, and Park and Recreation.**
5. **Grant permission for a fund-raising bicycle ride through Needham on September 8, 2017. The event, Braking Aids Ride, is a three-day bicycle ride to benefit Housing Works, a major AIDS service organization headquartered in New York City. Approximately 125 riders will pass through Needham between 6:30 a.m. and 7:30 a.m. The route of the race has been approved by the following departments, DPW, Police, Fire, and Park & Recreation.**
6. **Accept a \$250 donation made to the Needham Health Department’s Substance Abuse Prevention & Education Program from Louise Condon Realty.**

7. Approve request from Park and Recreation Commission to host their annual “Spooky Walk” on Saturday, October 21, 2017 which commences on Town Common at 10:00 am, with a rain date of Saturday, October 28, 2017.
8. Amend Permit Fee Schedule, effective August 15, 2017.
9. Approve replacement parking permit fee of \$10 effective August 15, 2017.
10. Approve and sign Water & Sewer Abatement Order #1241
11. Grant permission for the following residents to hold block parties:

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Eric Kaplan	33 Elmwood Rd	Elmwood Rd between Fuller & Lancaster	9/9/17	9/10/17	4pm-8pm
Christine Holland	104 Newell Ave	Intersection of Newell, Prospect, Lewis, & Meadowbrook	9/9/17	9/10/17	4pm-8pm
Katherine Calzada	9 Morton Street	Outside 9 Morton St.	9/10/17	9/17/17	1pm-4pm
Darren Franco	41 Shirley Road	Shirley Rd cul-de-sac	9/2/17	9/3/17	4pm-10pm
Beth Champagne	37 Ware Road	Ware Road	9/16/17	9/17/17	2pm-9pm

Second: Mr. Handel. Unanimously approved 5-0.

7:06 p.m.

Public Hearing: Crown Castle - First Avenue

Sophia Buckley, Crown Castle representative appeared before the Board requesting permission to install a hand hole and approximately 11 feet of new, fiber optic, cable on First Avenue in Needham. She said this work is needed as a result of a utility pole removal and conduit relocation on an adjacent parcel to accommodate a driveway widening for a new commercial development project. This work is also necessary to provide fiber optic cable to TripAdvisor.

Ms. Fitzpatrick indicated all paperwork is in order.

Ms. Cooley invited public comment. No comments were made.

Motion by Mr. Handel that the Board of Selectmen approve and sign a petition from Crown Castle to install a hand hole and approximately 11 feet of new, fiber optic, cable on First Avenue in Needham. This work is needed as a result of a utility pole removal and conduit relocation on an adjacent parcel to accommodate a driveway widening for a new commercial development project. This work is also necessary to provide fiber optic cable to TripAdvisor.

Second: Mr. Bulian. Unanimously approved 5-0.

7:08 p.m.

Public Hearing - Transfer of All Alcohol License to Henry Hospitality, Inc., d/b/a The James: Stuart Henry, Proposed Manager, located at 1027 Great Plain Avenue, Needham

David Jensen, Attorney, Stuart Henry, Proposed Manager, Cormack Dowling, business partner, and Steve Waller, Center Cafe appeared before the Board. Mr. Henry is requesting a transfer of license to sell All Alcoholic Beverages as a restaurant located at 1027 Great Plain Avenue from the Center Cafe, Steven Waller Manager to Henry Hospitality, Inc., d/b/a The James. The premise has 1,500 sq. ft. all on one floor, with a seating capacity for 65 patrons. The space also includes kitchen facilities and two restrooms and there is one entrance at the front of the building, a rear entrance and an additional exit through the kitchen.

Mr. Jensen commented the request is a straightforward transfer of license, with a change in hours of operation allowing for a buffet on the weekends, and five additional bar seats. He said main restaurant seating and parking remains the same, and briefly commented on financing of the venture. Mr. Jensen said he can personally attest both men are professional in dealing with the public and are skilled in running their business.

Mr. Henry briefly described his background saying he has 24 years experience in the restaurant and alcohol business, noting he is TIPS Certified and has had no trouble with the ABCC. Mr. Henry commented it is a privilege to hold a liquor license.

Mr. Dowling commented on his restaurant management experience.

Mr. Borrelli commented on new regulations recently passed in Needham suggesting both men become well versed on the Town's alcohol regulations. He clarified additional seating in the bar area.

Mr. Matthews emphasized liquor regulations must be followed.

The Board wished Mr. Henry and Mr. Dowling success in their new business, and thanked Mr. Waller for bringing the Center Cafe to Needham.

Ms. Cooley invited public comment. No comments were made.

Motion by Mr. Bulian that the Board of Selectmen approve the application for a transfer of All Alcohol License under the Town of Needham Rules and Regulations Applicable to the Sale of Alcoholic Beverages in Restaurants to Henry Hospitality, Inc., d/b/a The James, Stuart Henry, Manager, and to forward the approved Alcohol License application to the ABCC for approval;

and that the Board of Selectmen approve the application for a Common Victualler License and;

and that the Board of Selectmen approve the Pledge of License to Gibbous Moon Inc., d/b/a The Center Cafe.

Second: Mr. Handel. Unanimously approved 5-0.

7:20 p.m.

Approve five Year Cable Television Renewal License Agreement with Verizon: Michael Greis, Cable Television Advisory Committee appeared before the Board recommending the Board of Selectmen, as the Issuing Authority for the Town enter into a five year cable television Renewal License with Verizon New England for the period of August 15, 2017 through August 14, 2022.

Ms. Fitzpatrick said the Cable Television Advisory Committee has worked more than a year negotiating a license with Verizon. She commented Verizon proposed changes in how the license is structured, noting three major changes to the license.

Mr. Greis said changes to the license are indicative of Verizon's concern for the cable television business. He said the Committee would have preferred a ten year license, rather than five year, negotiated the appropriate capital supply for the not-for-profit, and negotiated at least one high definition channel for the local station. He thanked Ms. Fitzpatrick and Ms. Cincotta for their help in the matter.

Motion by Mr. Bulian that the Board of Selectmen vote to support the recommendation of the Cable Television Advisory Committee for a five (5) year Cable Television Renewal License Agreement with Verizon New England effective August 15, 2017 through August 14, 2022.

Second: Mr. Handel. Unanimously approved 5-0.

7:25 p.m.

Department of Public Works:

Richard P. Merson, Director of Public Works appeared before the Board with two items to discuss:

1. Taking of Temporary Construction Easement: 132 Forest Street

Mr. Merson explained an existing Town of Needham owned and operated drain pipe located in an easement at 132 Forest Street collapsed causing a sink hole and diminished storm water flow capacity. The DPW has prepared a design to make repairs to the pipe.

Mr. Merson explained the original drain easement documents were recorded May 7, 1945 and created a 10-foot wide permanent drainage easement across the property. To have adequate area to reconstruct the drain and restore the property back to existing conditions, the Department of Public Works is seeking a temporary 20-foot wide drain easement centering over the existing 10-foot permanent easement. He noted the period of taking will be for one year commencing on September 1, 2017 and ending on September 1, 2018.

Motion by Mr. Matthews that the Board vote to approve and sign the Order of Taking for Temporary Drain Easement Order #F.Y.2018-01.

Second: Mr. Bulian. Unanimously approved 5-0.

2. Traffic Regulations

Mr. Merson said the five Notice of Traffic Regulations relate to the new Sunita Williams Elementary School on Central Avenue once it opens.

Mr. Borrelli suggested holding a neighborhood meeting prior to placement of the new signs so residents understand the flow of traffic.

Motion by Mr. Handel that the Board vote to approve and sign the Notice of Traffic Regulation Permit #SS17-08-15 requiring that Booth Street westbound be designated a stopped street at the intersection of Central Avenue.

Second: Mr. Bulian. Unanimously approved 5-0.

Motion by Mr. Matthews that the Board vote to approve and sign the Notice of Traffic Regulation Permit #SS17-08-15 requiring that Cefalo Road eastbound be designated a stopped street at the intersection of Central Avenue.

Second: Mr. Bulian. Unanimously approved 5-0.

Motion by Mr. Matthews that the Board vote to approve and sign the Notice of Traffic Regulation Permit #Z17-08-15 for the establishment of a school zone on Central Avenue from 160 feet north of Louart Drive northerly, for a distance of 905 feet.

Second: Mr. Bulian. Unanimously approved 5-0.

Motion by Mr. Matthews that the Board vote to approve and sign the Notice of Traffic Regulation Permit #SS17-08-15 requiring that Cynthia Road westbound be designated a stopped street at the intersection of Central Avenue.

Second: Mr. Bulian. Unanimously approved 5-0.

Motion by Mr. Matthews that the Board vote to approve and sign the Notice of Traffic Regulation Permit #SS17-08-15 requiring that Louart Drive westbound be designated a stopped street at the intersection of Central Avenue.

Second: Mr. Bulian. Unanimously approved 5-0.

7:35 p.m.

Town Manager:

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

1. Approve Memorandum of Agreement - DPW/NIPEA

Motion by Mr. Handel that the Board approve and sign the Memorandum of Agreement between the Town of Needham and the Needham Independent Public Employees Association for fiscal year 2018.

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

2. Accept and Refer Zoning Amendment

Ms. Fitzpatrick said at the request of the Board of Selectmen, the Planning Board voted on July 25, 2017 to place the following articles on the warrant for the October 2, 2017 Special Town Meeting: "Amend Zoning By-Law - Floor Area Ratio and

Lot Coverage Requirement for a Municipal Building or Structure in the General Residence District,” and “Amend Zoning By-Law - Map Change to Center Business District.” She said the amendments facilitate construction of the Public Facilities Safety Building on Chestnut Street and Fire Station #2 in Needham Heights. She asked the Board to vote to accept the amendments.

Motion by Mr. Handel that the Board vote to accept the proposed zoning amendments: “Amend Zoning By-Law - Floor Area Ratio and Lot Coverage Requirement for a Municipal Building or Structure in the General Residence District,” and “Amend Zoning By-Law - Map Change to Center Business District” for referral to the Planning Board for its review, hearing, and report. Second: Mr. Bulian. Unanimously approved 5-0.

3. Determination of Unique Status

Ms. Fitzpatrick told the Board the Town is contemplating the acquisition of the property known as 43 Lincoln Street for general municipal purposes. The parcel is immediately next to the public safety building on Chestnut and School Streets, and will benefit the design of the project. She asked the Board vote to determine the unique status of the property due to its location.

Motion by Mr. Handel that the Board vote to determine that in the case of the proposed acquisition of 43 Lincoln Street, advertising will not benefit the Town’s interest because of the unique qualities of the location of the property needed. This determination is made on the basis that the property is immediately adjacent to the public safety building on Chestnut and School Streets, and the acquisition will benefit the design of the project. Second: Mr. Bulian. Unanimously approved 5-0.

4. Close Special Town Meeting Warrant

Motion by Mr. Handel that the Board vote to close the warrant for the October 2, 2017 Special Town Meeting, subject to minor technical corrections to be made by the Town Manager, Town Counsel, and Bond Counsel. Second: Mr. Bulian. Unanimously approved 5-0.

5. Take Out Food Served by Mobile Food Vendors

Ms. Fitzpatrick recommended the Board adopt a final Mobile Food Vendor Policy. As this is a new policy, she noted some language changes may occur moving forward and that the Town is working on ways to streamline the permitting process.

Motion by Mr. Matthews that the Board vote to approve and authorize the chair to sign Policy BOS-LIC-013 - Take Out Food Served by Mobile Food Vendors dated August 15, 2017. Second: Mr. Bulian. Unanimously approved 5-0.

6. OPEB Update

Ms. Fitzpatrick updated the Board with a summary of the Town's most recent OPEB (Other Post-Employment Benefit) Actuarial Analysis. She commented future changes in health care will have an impact on OPEB.

Mr. Borrelli commented on free cash and asked if the projections are sustainable? Ms. Fitzpatrick said the plan is solid, but anything the Town can do to increase the appropriation is helpful, noting it is a continuous balance.

7. Public Safety Project Update

Ms. Fitzpatrick updated the Board on the progress of the public safety building project, noting information is on the Town's website. She said a Chestnut Street neighborhood meeting is planned for the end of the month, and once plans are finalized for Fire Station #2, a neighborhood meeting will be held in Needham Heights. She noted a request for design funds will be sought at Town Meeting in October 2017.

Ms. Cooley commented a Special Town Meeting is contemplated for spring 2018, ahead of an override, so residents and Town Meeting members are fully informed.

Mr. Matthews emphasized it is important the public understand the proposal and that the project will be the largest non-school capital expense in the history of Needham. He said an override will be required and community support for the project must be earned. He said fire and safety workers in Needham need new buildings to properly serve the residents.

Mr. Borrelli said timeline is tight and he is happy to do whatever it takes to see the project through to completion.

Ms. Cooley reiterated the matter coming before Town Meeting in October with a request for design funds, and a potential vote by residents in the spring 2018.

Mr. Bulian and Mr. Handel concurred.

7:50 p.m.

Board Discussion:

1. Adopt FY2018 - 2019 Goals

Motion by Mr. Handel that the Board vote to adopt its goals for FY2018-FY2019 as shown on the attached document.

Second: Mr. Bulian. Unanimously approved 5-0.

2. Town Manager Performance Evaluation

The Board reviewed the Town Manager Performance Evaluation.

Ms. Cooley said the Town is fortunate to have Ms. Fitzpatrick, and benefits from her leadership and management. She commented Ms. Fitzpatrick does an excellent job for the Town.

**Motion by Mr. Bulian that the Board vote to approve the Town Manager Consensus Evaluation Overview Document dated August 2, 2017.
Second: Mr. Handel. Unanimously approved 5-0.**

Mr. Matthews said the document reflects a year of work and thanked Ms. Fitzpatrick for her efforts.

Ms. Fitzpatrick said it is a privilege to work for the Town of Needham.

3. Committee Reports

Mr. Borrelli updated the Board on plans for the Memorial Park building saying construction funding will be sought at the Annual Town Meeting in the spring. He said design is currently underway and building will possibly begin after festivities on July 4, 2018.

Ms. Cooley said the MBTA will hold a public hearing on August 24, 2017 at 6:30 p.m. in Powers Hall to discuss weekend closures beginning on Saturday, September 2, 2017 through Saturday, November 18, 2017. She said some riders will be affected.

8:05 p.m.

Adjourn:

Motion by Mr. Handel that the Board of Selectmen adjourn the Board of Selectmen meeting of August 15, 2017.

Second: Mr. Bulian. 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=>

pd. w/ check in box
e-mailed 9/11/17

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

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN

Event Manager Name (Name that will appear on license)	KAYIA MALONE / TRIPADVISOR		
Event Manager Address	400 1st AVE. NEEDHAM, MA 02494.		
Event Manager Phone Number	978. 729. 9738		
Organization Representing (if applicable)			
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	<input type="checkbox"/> Non-profit	<input checked="" type="checkbox"/> For profit	
	<input type="checkbox"/> Proof of non-profit status is attached Form of Proof: _____		
Name of Event	OKTO-BEER-FEST		
Date of Event	9/28/17		
License is for Sale of:	<input checked="" type="checkbox"/> Wines & Malt Beverages Only <input type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)		
Requested Time for Liquor License	FROM: 4pm	TO: 7pm	
Are tickets being sold in advance for this event?	<input type="checkbox"/> YES \$	/per ticket	<input checked="" type="checkbox"/> NO
Is there an admission fee for this event?	<input type="checkbox"/> YES \$	/per ticket	<input checked="" type="checkbox"/> NO
Are you using dues collected to purchase alcohol for this event?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
How many people are you expecting at this event?	400		
Name & address of event location. Please attach proof of permission to use this facility.	TRIPADVISOR. 400 1st AVE. NEEDHAM, MA 02494		
Who will be serving the alcohol to your guests?	Massachusetts based Breweries		
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).	LOCAL MA-based Breweries		
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.	local MA-based Breweries will provide tasting samples to guests. They are all licensed individually to pour. This license will cover their "off premise" clause.		
<input checked="" type="checkbox"/> I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))			
Event Manager Signature:	[Signature]		Date: 8/21/17

→ TripAdvisor will purchase the product being served.

pt. w/cheek in box
e-mailed 9/11/17

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

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN

Event Manager Name (Name that will appear on license)	Morgan Murphy - Restaurant Associates
Event Manager Address	400 1st Ave, Needham, ma 02494
Event Manager Phone Number	781 - 800 - 5858
Organization Representing (if applicable)	
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	<input type="checkbox"/> Non-profit <input type="checkbox"/> For profit <input type="checkbox"/> Proof of non-profit status is attached Form of Proof: _____
Name of Event	Women @ Work
Date of Event	9/12/17
License is for Sale of:	
<input checked="" type="checkbox"/> Wines & Malt Beverages Only <input type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)	
Requested Time for Liquor License	FROM: 4:30 P TO: 7 P
Are tickets being sold in advance for this event?	<input type="checkbox"/> YES \$ /per ticket <input checked="" type="checkbox"/> NO
Is there an admission fee for this event?	<input type="checkbox"/> YES \$ /per ticket <input checked="" type="checkbox"/> NO
Are you using dues collected to purchase alcohol for this event?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
How many people are you expecting at this event?	300
Name & address of event location. Please attach proof of permission to use this facility.	
400 1st Ave, Needham ma. 02494	
Who will be serving the alcohol to your guests?	
Restaurant Associates	
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).	
Restaurant Associates	
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.	
Beer and wine will be served on consumption at bar. We will also have a few people passing sparkling wines.	
<input checked="" type="checkbox"/> I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))	
Event Manager Signature:	Date: 8/31/17

FISCAL YEAR 2018**SCHEDULE A****Effective July 1, 2017**

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

CLASS TITLE	GRADE/SCHEDULE	FLSA status	MGL C 268A
Activity Instructor	Schedule C	exempt	exempt
Administrative Analyst	GE-18	exempt	
Administrative Assistant (non-represented)	G-14	non-exempt	
Administrative Assistant	I-14	non-exempt	
Administrative Coordinator	I-15	non-exempt	
Administrative/Office Support Specialist I, II, III (AOSS)	Schedule C	non-exempt	exempt
Administrative Specialist	I-15	non-exempt	
Animal Control Officer	GU-16	non-exempt	
Animal Inspector	Schedule C	Stipend	
Applications Administrator	IE-20	exempt	
Assistant Building Commissioner	GE-21	exempt	
Assistant Cataloger	G-14	non-exempt	
Assistant Children's Librarian	G-15	non-exempt	
Assistant Director of Assessing	GE-20	exempt	
Assistant Director of Human Resources	GE-20	exempt	
Assistant Director of Public Health	GE-22	exempt	
Assistant Director of Public Library	GE-21	exempt	
Assistant Director of Public Works	K-26	exempt	
Assistant Director, Park & Recreation	GE-20	exempt	
Assistant Director, Aging Services	GE-20	exempt	
Assistant Program Coordinator	G-15	non-exempt	
Assistant Superintendent	GE-20	exempt	
Assistant Town Accountant	GE-20	exempt	
Assistant Town Clerk	GE-18	exempt	
Assistant Town Engineer	GE-22	exempt	
Assistant Town Manager/Director of Finance	K-28	exempt	
Assistant Town Manager/Director of Operations	K-28	exempt	
Assistant Town Planner	GE-19	exempt	
Assistant Treasurer/Collector	GE-20	exempt	
AutoCAD Technician	GU-16	non-exempt	
Benefits Administrator	GE-18	exempt	
Building Commissioner	K-24	exempt	
Building Monitor I, II	Schedule C	non-exempt	exempt
Care/Veterans Graves & Coordinator of Ceremonies	Schedule C	Stipend	exempt
Carpenter	BT-2	non-exempt	
Children's Librarian	GE-18	exempt	
Chief Pumping Station Operator	W-7	non-exempt	

effective July 1, 2017

rev. 8/15/17

Civil Engineer	GE-19	exempt	
Community Housing Specialist	G-19	non-exempt	
Computer Operator	I-15	non-exempt	
Conservation Specialist	I-17	non-exempt	
Contract Administrator	GE-21	exempt	
Crafts Worker	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 Administration & Finance/Public Services	K-24	exempt	
Director of Aging Services	K-24	exempt	
Director of Assessing	K-24	exempt	
Director of Building Maintenance	K-26	exempt	
Director of Conservation	K-22	exempt	
Director of Design and Construction	K-26	exempt	
Director of Economic Development	K-22	exempt	
Director of Human Resources	K-25	exempt	
Director of Management Information Systems	K-25	exempt	
Director of Park and Recreation	K-24	exempt	
Director of Planning and Community Development	K-25	exempt	
Director of Health and Human Services	K-26	exempt	
Director of Public Library	K-24	exempt	
Director of Public Works	K-28	exempt	
Director of Youth and Family Services	K-23	exempt	
Division Superintendent, Highway	K-24	exempt	
Division Superintendent, Parks and Forestry	K-24	exempt	
Division Superintendent, Solid Waste/Recycling	K-24	exempt	
Division Superintendent, Water/Sewer	K-24	exempt	
Election Clerk	Schedule C	non-exempt	exempt
Election Inspector	Schedule C	non-exempt	exempt
Election Warden	Schedule C	non-exempt	exempt
Electrician	BT-3	non-exempt	
Emergency Management Program Coordinator	G-16	non-exempt	
Engineering Aide	GU-15	non-exempt	
Environmental Health Agent	I-20	non-exempt	
Equipment Mechanic	W-5	non-exempt	
Facility Operations Shift Supervisor	GE-20	exempt	
Field Assessor	I-18	non-exempt	
Finance and Procurement Coordinator	GE-21	exempt	
Finance Committee, Executive Secretary	GE-19	exempt	
Fire Captain	F-3	non-exempt	

Fire Chief	*	exempt	
Fire Director of Administrative Services	IE-20	exempt	
Fire Lieutenant	F-2	non-exempt	
Firefighter	F-1	non-exempt	
Fleet Supervisor	K-22	exempt	
General Services Assistant (GSA)	Schedule C	non-exempt	exempt
GIS/Database Administrator	IE-20	exempt	
Glazer	BT-2	non-exempt	
Heavy Motor Equipment Operator	W-4	non-exempt	
HVAC Technician	BT-3	non-exempt	
Information Technology Specialist (ITS)	Schedule C	exempt	exempt
Inspector of Plumbing & Gas	G-19	non-exempt	
Inspector of Wires	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	exempt
Library Assistant	G-13	non-exempt	
Library Children's Supervisor	GE-19	exempt	
Library Circulation Supervisor	GE-17	exempt	
Library Reference Supervisor	GE-19	exempt	
Library Technical Services Supervisor	GE-19	exempt	
Library Technology Specialist/Archivist	GE-19	exempt	
Lineman	FA-1	non-exempt	
Local Building Inspector	G-20	non-exempt	
Management Analyst	GE-20	exempt	
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	exempt
Parking Clerk	Schedule C	non-exempt	
Payroll Coordinator	I-18	non-exempt	
Playground Maintenance Specialist	Schedule C	non-exempt	
Plumber	BT-3	non-exempt	
Police Chief	*	exempt	
Police Lieutenant	P-3	non-exempt	
Police Maintenance Assistant	GU-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	exempt
Program Support Assistant I, II, III	Schedule C	non-exempt	exempt
Program Coordinator	G-16	non-exempt	
Project Manager	K-22	exempt	
Public Health Nurse	IE-20	exempt	

Public Safety Dispatch Supervisor	GU-19	non-exempt	
Public Safety Dispatcher	GU-15	non-exempt	
Public Works Craftworker	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	exempt
Recreation Specialist I	Schedule C	exempt	exempt
Recreation Specialist II	Schedule C	exempt	exempt
Recreation Specialist III	Schedule C	exempt	exempt
Recreation Specialist IV	Schedule C	exempt	exempt
Recreation Specialist V	Schedule C	exempt	exempt
Recreation Supervisor	I-16	non-exempt	
Reference Librarian/Audio Visual Specialist	GE-18	exempt	
Reference Librarian/Program Specialist	GE-18	exempt	
Reference Librarian/Young Adult	GE-18	exempt	
Registrar of Voters	Schedule C	Stipend	
Seasonal Driver Traveling Meals I, II	Schedule C	non-exempt	exempt
Senior Administrative Coordinator	I-17	non-exempt	
Senior AutoCAD Technician	GU-19	non-exempt	
Senior Corps Participant	Schedule C	non-exempt	exempt
Senior Custodian 1	BC-2	non-exempt	
Senior Custodian 2	BC-3	non-exempt	
Senior Program Coordinator	G-20	non-exempt	
Senior Project Manager	K-23	exempt	
Senior Substance Use Prevention Program Coordinator	G-20	non-exempt	
Senior Trip Coordinator	Schedule C	non-exempt	exempt
Social Worker 1	IE-18	exempt	
Social Worker 2	IE-19	exempt	
Special Assignment Support (SAS)	Schedule C	non-exempt	exempt
Special Detail Worker 1	Schedule C	non-exempt	exempt
Special Detail Worker 2	Schedule C	non-exempt	exempt
Student Intern 1 - 4	Schedule C	non-exempt	exempt
Substance Use Prevention Program Coordinator	G-16	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	
Support Services Manager	K-22	exempt	
Survey Party Chief	GU-18	non-exempt	
Systems Analyst	IE-18	exempt	
Technology Support Technician	I-19	non-exempt	

Town Accountant	K-24	exempt	
Town Counsel	Schedule C	exempt	
Town Engineer	K-26	exempt	
Town Manager	Contract	exempt	
Town Treasurer and Tax Collector	K-24	exempt	
Traffic Supervisor	Schedule C	non-exempt	exempt
Tree Climber	W-4	non-exempt	
Van Driver	Schedule C	non-exempt	exempt
Warehouse Person	BT-1	non-exempt	
Water Treatment Facility Manager	GE-21	exempt	
Working Foreman	W-6	non-exempt	
Needham Contributory Retirement Board Titles			
Department Specialist/Retirement	G-14	non-exempt	
Retirement Administrator	GE-20	exempt	
<u>SCHEDULE A STIPENDS</u>			
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			
Positions exempt from the distribution of summaries and the online training associated with the Conflict of Interest Law in accordance with MGL c 268A as approved by the Board of Selectmen			

Management Salary Schedule
Effective October 1, 2017 (FY18)

Grade	Minimum	Mid-point	Maximum
K-29	\$128,512.45	\$143,933.58	\$159,354.70
K-28	\$121,126.30	\$135,660.80	\$150,196.33
K-27	\$113,740.15	\$127,389.05	\$141,037.95
K-26	\$106,354.00	\$119,116.28	\$131,878.55
K-25	\$98,967.85	\$110,844.53	\$122,720.18
K-24	\$91,581.70	\$102,571.75	\$113,561.80
K-23	\$84,196.58	\$94,300.00	\$104,403.43
K-22	\$76,810.43	\$86,027.23	\$95,244.03
K-21	\$66,907.90	\$74,936.73	\$82,966.58

Town of Needham
Water Sewer Billing System
Adjustment Form

DEPARTMENT OF PUBLIC WORKS

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

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

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

Water Sales:	-\$205.80
Water Irrigation:	-\$1,092.80
Water Admin Fees	\$0.00
Sewer Sales:	-\$573.12
Transfer Station Charges:	\$0.00

Total Abatement: -\$1,871.72

Order #: 1242

Read and Approved:

 9/7/2017

Assistant Director of Public Works

 9/7/17

Director of Public Works

For the Board of Selectmen

Date: 9/12/17

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

Prepared By:	Last Name	First Name	Customer ID#	Location ID#	Street Number	Street Name	Irrigation Water	Domestic Water	Sewer	Total	Reason	Corrected Last Read
DB	Siletto	Joseph & Gretchen	36739	18350	70	Country Way	-\$1,092.80	\$0.00	\$0.00	-\$1,092.80	ACC	N
JO	Council on Aging (2)						\$0.00	-\$205.80	-\$573.12	-\$778.92	COA	N

Total: -\$1,871.72

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

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