

BOARD OF SELECTMEN

November 14, 2017

Needham Town Hall

Agenda

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

	6:45	<p>Informal Meeting with Citizens</p> <p><i>One or more members of the Board of Selectmen will be available between 6:45 and 7:00 p.m. for informal discussion with citizens. While not required, citizens are encouraged to call the Selectmen's Office at (781) 455-7500 extension 204 in advance to arrange for an appointment. This enables the Board to better assure opportunities for participation and respond to citizen concerns.</i></p>
		Certificate of Appreciation – Bagel's Best
1.	7:00	<p>Public Hearing: Transfer of All Alcoholic License – Capella LLC d/b/a Capella, 45 Chapel Street</p> <ul style="list-style-type: none"> • Roy Cramer, Attorney • Robert E. Picardi II, Proposed Manager
2.	7:00	<p>Public Hearing: Eversource Energy – Chestnut Street/Lincoln Street</p> <ul style="list-style-type: none"> • Maureen Carroll, Eversource Energy Representative
3.	7:00	<p>Public Hearing: Eversource Energy – Scott Road</p> <ul style="list-style-type: none"> • Maureen Carroll, Eversource Energy Representative
4.	7:00	<p>Public Hearing: Verizon Wireless Small Cell- South Street</p> <ul style="list-style-type: none"> • Joshua Lanzetta, McLane Middleton
5.	7:15	<p>Eversource Reliability Project Update</p> <ul style="list-style-type: none"> • Ray Miyares, Special Counsel • Eversource Representatives
6.	8:15	<p>Town Manager</p> <ul style="list-style-type: none"> • Town Manager's Report
7.	8:20	<p>Board Discussion</p> <ul style="list-style-type: none"> • Committee Reports
8.	8:30	<p>Executive Session</p> <ul style="list-style-type: none"> • Exception 3: Department of Environmental Protection, Eversource • Exception 6: Acquisition of real property

APPOINTMENTS

1.	Cultural Council	Catherine Nanda (term expires 6/30/2020)
----	------------------	--

CONSENT AGENDA *=Backup attached

1.*	Ratify a Special One Day Wines and Malt Beverages Only license for Robert Timmerman of the Fr. Daniel Kennedy-Needham Knights of Columbus who hosted a trivia night event	
-----	---	--

	on Friday, November 10, 2017 from 6:30 p.m. to 11:30 p.m. The event was held at the Fr. Daniel Kennedy-Needham Knights of Columbus, 1211 Highland Avenue, Needham.
2.	Require all non-represented employees to transition to direct deposit payroll effective January 1, 2018.
3.	Accept the following donations made to the Needham Community Revitalization Trust Fund: \$100 from Community Center of Needham, Inc.
4.*	Ratify a Special One Day Wines and Malt Beverages Only license for Susan Shaver, of the Needham Community Farm who held a celebration event for the Needham Community Farm on November 5, 2017 at the First Parish Church Needham, 23 Dedham Avenue, from 6:00 p.m. to 9:00 p.m.
5.*	Approve minutes from the October 24, 2017 meeting.
6.*	Water & Sewer Abatement Order #1245.



**Certificate Of
Appreciation**

**From The
Town of Needham, Massachusetts
Board of Selectmen**

Awarded to:

BAGEL'S BEST

**In recognition of its 20th anniversary (with over
1,040,000 bagels baked) of providing delicious
breakfast and lunch options to the residents and
working community of Needham. We wish you
many more years of success in Needham.**

Congratulations!

Signed this 14th day of November, 2017



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

MEETING DATE: 11/14/2017

Agenda Item	Public Hearing – Transfer of All Alcoholic Beverages License Capella LLC located at 45 Chapel Street
Presenter(s)	Roy Cramer, Attorney Robert Picardi II, Proposed Manager

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

Mr. Cramer will be presenting a request for a transfer of license to sell All Alcoholic Beverages as a restaurant located at 45 Chapel Street from Petit Robert Bistro, Raji Spencer, Manager, to Capella LLC, whose proposed manager is Robert Picardi II. The premise has 2,609 sq. ft., on the main floor with a seating capacity for 100 patrons, and basement storage space of 399 sq. ft. There is a seasonal outside patio located in the front of the restaurant on Chapel Street consisting of 16 seats with proper barriers per state and local laws. The space also includes kitchen facilities and handicap bathrooms and there is one entrance at the front of the building and one emergency exit at the rear of the building. The proposed manager, Robert Picardi II, has previous experience at Prezza, a restaurant located in Boston.

2.	VOTE REQUIRED BY BOARD OF SELECTMEN
-----------	--

Suggested Motions:

- (A) 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 Capella, LLC, Robert Picardi II, Manager, and to forward the approved Alcohol License application to the ABCC for approval; and**
- (B) That the Board of Selectmen approve the application for a Common Victualler License.**

3.	BACK UP INFORMATION ATTACHED
-----------	-------------------------------------

- 1) Retail Application
- 2) Beneficial Interest Forms
- 3) Vote of Corporate Board
- 4) Articles of Incorporation
- 5) Operating Agreement of Capella, LLC
- 6) Asset Purchase & Sale Agreement
- 7) Lease Proposal
- 8) Commitment Letter from Citizens Bank
- 9) Floorplan
- 10) Legal Notice
- 11) Common Victualler Application

Confidential and other supporting documentation required by the ABCC on file in Office of the Town Manager.



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

RECEIVED
 TOWN OF NEEDHAM
 BOARD OF SELECTMEN
 2011 OCT 23 A 10:59

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)

Capella LLC

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:

00013-RS-0770

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?

Purchase

Yes No

Chapter

Acts of

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

Needham

On/Off-Premises

On-Premises

TYPE

\$12 Restaurant

CATEGORY

All Alcoholic Beverages

CLASS

Annual

4. APPLICATION CONTACT

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

First Name:

Roy

Middle:

A.

Last Name:

Cramer

Title:

Attorney

Primary Phone:

781-943-4030

Email:

rac@128law.com

5. OWNERSHIP

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

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

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

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

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

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

Name	Title / Position	% Owned	Other Beneficial Interest
Robert Picardi II	Member and Manager	83%	
Robert Picardi	Member	17%	

For additional space, please use next page

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

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

Floor Number	Square Footage	Number of Rooms
Basement	399	4
First floor	2,609	4

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

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

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

DBA: Fax Number:

Primary Phone: Email:

Alternative Phone: Legal Structure of Entity

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

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

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

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

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
N/A				

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

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

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? Yes No

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

If yes, attach an affidavit that lists your convictions with an explanation for each

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

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

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

If yes, percentage of interest

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

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

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

Employment Information of Proposed Manager

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

Date(s)	Position	Employer	Address	Phone
March 2010 - present	Head Chef	Prezza	24 Fleet St., Boston	617-227-1577
9/2008 - 3/2010	Line Cook	Prezza	24 Fleet St., Boston	617-227-1577
9/2007 - 9/2008	Chef	Andover Inn	4 Chapel Avenue, Andover	978-775-4900

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
N/A				

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	412,000
C. Costs of Renovations/Construction	75,000
D. Purchase Price of Inventory	35,000
E. Initial Start-Up Costs	78,000
F. Other (Please specify)	50,000
G. Total Cost (Add lines A-F)	650,000

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
Robert Picardi	170,000
Robert Picardi II	30,000
Total:	200,000

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
Citizens Bank	450,000	No	
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

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

Description of Premises:

The Applicant proposes to operate a restaurant at 45 Chapel Street, Needham, MA 02492 comprised of 3,008 square feet of indoor leased space, 2,609 square feet on the first level consisting of a 100 seat restaurant and take-out operation, and an outside patio consisting of 16 seats with proper barriers. 399 square feet of basement space will be used for storage.

9. Financial Information: (f) ("other") equals \$50,000 for working capital

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.

83%

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
None	

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
None			

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
None			

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
None				

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
- LLC Member
- Partner
- Director
- Management Agreement
- Revenue Sharing
- Landlord
- Sole Proprietor
- LLC Manager
- Officer
- 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.

17%

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
None	

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
None			

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
None			

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
None				

CAPELLA LLC

ACTION BY CONSENT OF THE MEMBERS

As of October 19, 2017

VOTED: That the Manager of Capella LLC (the "Company"), Robert Picardi, II (the "Manager"), shall be and hereby is authorized and empowered on behalf of this Company to apply for a transfer of the liquor license from Petit Needham, LLC;

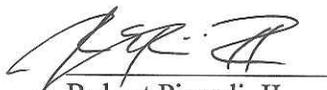
VOTED: That the said Robert Picardi, II, shall be and hereby is appointed as the manager of record for the restaurant;

VOTED: That action by the Manager and any person or persons designated and authorized so to act by the Manager of the Company, to do and perform, or cause to be done and performed, in the name and on behalf of the Company, or the execution and delivery, or causing to be executed and delivered, such other certificates, agreements, supplements, amendments, further assurances or other instruments or communications, under organizational seal of the Company if required, in the name and on behalf of the Company or otherwise, as it may deem to be necessary or advisable in order to carry into effect the intent of the foregoing resolutions or to comply with the requirements of the instruments approved or authorized by the foregoing resolutions is hereby approved, ratified and confirmed; and it is further

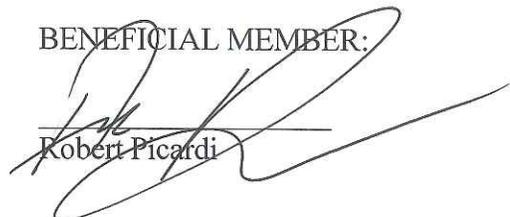
VOTED: That third parties are hereby authorized to rely upon these resolutions, and upon any certificate of any officer, member or manager of the Company with respect thereto until receipt of actual written notice of the revocation thereof and may conclusively presume that the persons designated as a Manager of the Company in any certificates signed by any officer, member or manager of the Company continue to hold office until actual receipt of a certificate from any officer, member or manager of the Company to the contrary.

IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement under penalties of perjury as of the date first above written.

MANAGING MEMBER:


Robert Picardi, II

BENEFICIAL MEMBER:


Robert Picardi

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Limited Liability Company
Certificate of Organization
(General Laws Chapter 156C, Section 12)**

FILED

AUG 24 2017

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

Identification No.: _____

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

Capella LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

45 Chapel Street, Needham, MA 02492

- (3) The general character of the business:

To operate and engage in all aspects of the restaurant business; to engage in any activities directly or indirectly incidental thereto; and to engage in any other lawful activity.

- (4) Latest date of dissolution, if specified: _____

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Robert Picardi

8 Riverbank Circle, Bradford, MA 01835

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

Robert Picardi

8 Riverbank Circle, Bradford, MA 01835

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

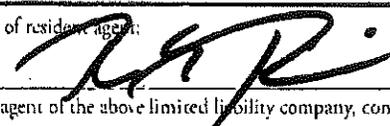
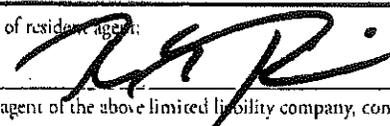
NAME	ADDRESS
Robert Picardi	8 Riverbank Circle, Bradford, MA 01835

(6) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME	ADDRESS
Robert Picardi	8 Riverbank Circle, Bradford, MA 01835

(9) Additional matters:

Signed by (by at least one authorized signatory): 

Consent of resident agent:

I,  resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

*or attach resident agent's consent hereto.

#5254

SECRETARY OF THE
COMMONWEALTH

COMMONWEALTH OF MASSACHUSETTS

2017 AUG 24 PM 12:19
1295533
CORPORATIONS DIVISION

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

Limited Liability Company Certificate
(General Laws Chapter 156C, Section 12)

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of \$~~500~~ having been paid, said application is deemed to have been filed with me this

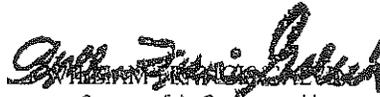
21 day of Aug, 20 17, at _____ a.m./p.m.
time

Effective date: _____

FILED

AUG 24 2017

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION


Secretary of the Commonwealth

Filing fee: \$500

TO BE FILLED IN BY LIMITED LIABILITY COMPANY
Contact Information:

Anthony J. Donato

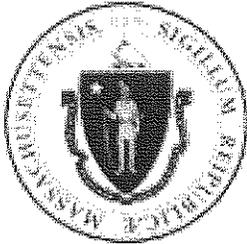
444 Washington Street

Brighton, MA 02135

Telephone: (617) 254-1555

Email: donatolaw@gmail.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001288055

The date of filing of the original certificate of organization: 8/24/2017

1.a. Exact name of the limited liability company: CAPELLA LLC

1.b. The exact name of the limited liability company as amended, is: CAPELLA LLC

2a. Location of its principal office:

No. and Street: 45 CHAPEL STREET
 City or Town: NEEDHAM State: MA Zip: 02492 Country: USA

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

TO OPERATE AND ENGAGE IN ALL ASPECTS OF THE RESTAURANT BUSINESS; TO ENGAGE I
 N ANY ACTIVITIES DIRECTLY OR INDIRECTLY INCIDENTAL THERETO; AND TO ENGAGE IN
 ANY OTHER LAWFUL ACTIVITY.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ROBERT PICARDI
 No. and Street: 8 RIVERBANK CIRCLE
 City or Town: BRADFORD State: MA Zip: 01835 Country: USA

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	ROBERT PICARDI, II	45 CHAPEL STREET NEEDHAM, MA 02492 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
SOC SIGNATORY	ROBERT PICARDI, II	45 CHAPEL STREET NEEDHAM, MA 02492 USA

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	ROBERT PICARDI, II	45 CHAPEL STREET NEEDHAM, MA 02492 USA

9. Additional matters:

10. State the amendments to the certificate:

AMEND THE NAME OF THE MANAGER, INDIVIDUAL AUTHORIZED TO EXECUTE DOCUMENTS FILED WITH THE CORPORATIONS DIVISION AND THE INDIVIDUAL AUTHORIZED TO EXECUTE, ACKNOWLEDGE, DELIVER AND RECORD ANY RECORDABLE INSTRUMENT PURPORTING TO EFFECT AN INTEREST IN REAL PROPERTY FROM ROBERT PICARDI TO ROBERT PICARDI, II.

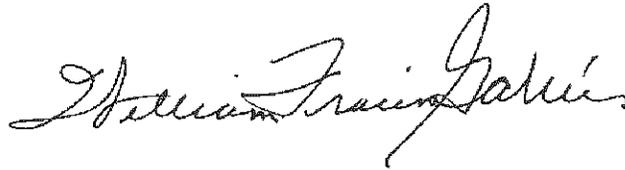
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 19 Day of October, 2017,
ROBERT PICARDI, II , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

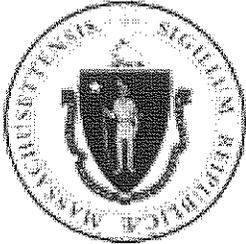
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

October 19, 2017 10:23 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



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Resident Agent/Resident Office

(General Laws, Chapter 156C, Section 5A and Section 51)

Exact name of limited liability company: CAPELLA LLC

Current resident agent name: ROBERT PICARDI

Current resident agent office address: 8 RIVERBANK CIRCLE , BRADFORD , MA 01835

New resident agent office address in the commonwealth and the name of the appointed resident agent at that office:

(The company may not appoint itself resident agent. Resident agent may be an individual or a different business entity.)

Name: ROBERT PICARDI, II
No. and Street: 8 RIVERBANK CIRCLE
City or Town: BRADFORD State: MA Zip: 01835 Country: USA

The street address of the resident office of the limited liability company and the business address of the resident agent are identical as required by General Laws, Chapter 156C, Section 51 and GL. Chapter 156D Section 15.08.

Consent of resident agent:

I, ROBERT PICARDI, II , consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 5A and Section 51.

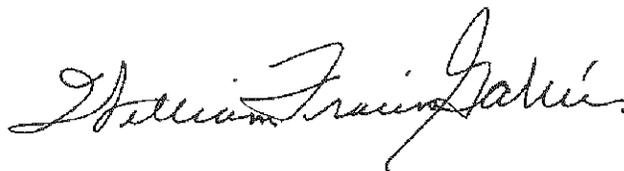
This statement is effective at the time and on the date approved by the Division.

SIGNED UNDER THE PENALTIES OF PERJURY, this 19 Day of October, 2017,
ROBERT PICARDI, II , Signature of Authorized Signatory.

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:

October 19, 2017 10:28 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

OPERATING AGREEMENT OF CAPELLA LLC

THIS OPERATING AGREEMENT of Capella LLC (the "LLC"), dated as of October 19, 2017, is among the persons identified as Beneficial Member (each such person being individually referred to as a "Beneficial Member") and the Managing Member (hereinafter to referred only to as "Manager")(collectively referred to as the "Members") all on Schedule A, annexed hereto, intending to form a limited liability company pursuant to the Massachusetts Limited Liability Company Act (the "Act"), hereby agree as follows:

1. *Name of LLC.* The name of the LLC is Capella LLC (the "LLC").

2. *Business of LLC; Purposes and Powers.*

(a) The general character of the business of the LLC is to engage all aspects of the restaurant business; to engage in any activities directly or indirectly incidental thereto; and to engage in any other lawful activity. Subject to all other provisions of this Agreement, and of law, as necessary or convenient for the furtherance of the conduct of the business described in the Certificate, the LLC is hereby authorized (without implied limitation):

- (i) To enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including operating agreements of limited liability companies, whether as a member or Manager, contracts with Affiliated Persons, and including, guarantees and joint venture, limited and general partnership agreements and contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes or business of the LLC, and to secure the same by mortgages, pledges or other liens.
- (ii) To borrow money, obtain extensions of credit and issue evidences of indebtedness in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges, or other liens, including without limitation security interests covering all of the LLC's assets.
- (iii) To the extent that funds of the LLC are available, to pay all expenses, debts and obligations of the LLC.
- (iv) To enter into or engage in any kind of activity necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of The Commonwealth of Massachusetts.
- (v) To take any other action not prohibited under the Act or other applicable law.

(b) Robert Picard, II, is hereby designated as the Manger of the LLC and he shall retain the right to appoint additional Managers in his sole discretion. If at any time there is more than one

Manager, all decisions, approvals, actions, consents and matters to be made, granted, withheld, taken or acted upon by the Manager shall require the approval of a majority of the Managers, unless otherwise specifically provided herein.

The overall management of the business and affairs of the LLC shall be vested in the Manager. The Manager shall have the exclusive right and full authority to manage, conduct and operate the LLC's business. Specifically, but not by way of limitation, the Manager shall be authorized, for and on behalf of the LLC to do the following:

- (i) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the LLC's assets, and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the LLC;
- (ii) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;
- (iii) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;
- (iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;
- (v) to pay any and all fees and to make any and all expenditures that the Members, in their discretion, deem necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;
- (vi) to cause the LLC's property to be maintained and operated in a manner that satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by any mortgages encumbering such property from time to time, and by any lease, agreement or rental arrangement pertaining to such property;
- (vii) to cause necessary and proper repairs to be made, and supplies necessary for the proper operation, maintenance and repair of the LLC's property to be obtained;
- (viii) to lease, sell, finance or refinance all or any portion of the LLC's property; and
- (ix) to exercise all powers and authority granted by the Act to Members, except as otherwise specifically provided in this Agreement.

(c) The said Robert Picardi, II, is authorized to execute on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts and is authorized to execute, acknowledge, deliver and record on behalf of the LLC any recordable instrument purporting to affect an interest in real property.

3. Office of the Limited Liability Company.

The address of the registered office of the LLC for purposes of Section 5 of the Act is 45 Chapel Street, Needham, Massachusetts.

4. Agent for Service of Process.

The name and address of the resident agent for service of process for the LLC is Robert Picardi, II, shall be the resident agent for service of process for the LLC, with an address at 8 Riverbank Circle, Bradford, Massachusetts. The Manager shall file such certificates and documents as appropriate to comply with the applicable requirements for the operation of a limited liability company in accordance with the laws of any jurisdictions in which the LLC shall conduct business.

5. Names and Business Addresses. The names and business addresses of the Members are set forth on Schedule A attached hereto.

6. Term of the LLC.

(a) The term of the LLC commenced August 24, 2017, upon filing on the date hereof a Certificate of Organization in the Office of the Secretary of State of the Commonwealth of Massachusetts. The term shall continue until the LLC is terminated by agreement of the Members unless earlier dissolved upon the occurrence of an event of dissolution under Section 43 of the Act (subject to the right to continue the LLC contained in Section 6(b) below or pursuant to the Act).

(b) The Members may continue the business of the LLC upon the occurrence of any event that constitutes an event of dissolution of an LLC under the Act by electing to do so within 90 days after the occurrence of any of such event. Any such election shall be made by Members whose capital contributions to the LLC represent at least a majority of the capital contributions made by all Members.

7. Capital Contributions, Capital Accounts and Liability of Members.

(a) Each Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on Schedule A hereto. Additional capital contributions may be made by any Member if agreed to by all Members.

Except as otherwise provided in this Section 7, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including,

without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

(b) A "Capital Account" shall be maintained for each Member and adjusted in accordance with Regulations under Section 704 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent consistent with such Regulations, the adjustments to such Capital Accounts shall include the following: (i) there shall be credited to each Member's Capital Account the amount of any cash or the net fair market value of any property actually contributed by such Member to the capital of the LLC and such Member's share of the net profits of the LLC and of any items in the nature of income or gain separately allocated to the Members; and (ii) there shall be charged against each Member's Capital Account the amount of any cash and the net fair market value of any property distributed to such Member and such Member's share of the net losses of the LLC and of any items in the nature of losses or deductions separately allocated to the Members.

(c) The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member, in his, her or its capacity as a Member shall have any liability to restore any negative balance in his, her or its Capital Account and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

8. Return of Contributions.

The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by all Members.

9. Share of Net Profits, Net Losses and Cash Distributions.

(a) During the term of the LLC, the net cash flow, net proceeds of any sale or refinancing of any property of the LLC, and any other distributions of cash or other property of the LLC, shall be allocated among the Members in proportion to their respective capital contributions. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Members shall determine.

Distributions of net proceeds of liquidation of the LLC (whether of cash or other assets) shall be distributed to all Members with positive Capital Account balances (after such balances have been adjusted to reflect the allocation of net profits or net losses and items thereof through the date of liquidation pursuant to Section 9(b)) in proportion to and to the extent of such positive balances.

A Member, regardless of the nature of his or her contribution to the LLC, shall have no right to demand or receive any distribution from the LLC in any form other than cash. The LLC may, at any time, and from time to time, make distributions in kind to the Members. If any assets of the LLC are

distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Members.

(b) Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for purposes of adjusting Capital Account balances as provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(b). Net profits and net losses of the LLC shall be allocated among the members in proportion to their respective capital contributions. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Treasury Regulations under I.R.C. § 704(b), and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

(c) The said Robert Picardi, II, shall be the “tax matters partner” of the LLC for purposes of the Code.

(d) No Member shall have any right to distributions respecting his or her membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth in this Agreement.

10. Substitution and Assignment of a Member's Interest; Resignation; Additional Members.

(a) No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the other Members, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

(b) No assignee of the interest of a Member may be substituted as a member of the LLC without the unanimous written consent of all other Members.

(c) A Member may not resign from or otherwise terminate his or her membership in the LLC without the prior approval of all other Members.

(d) Additional Members may be admitted to the LLC if agreed to by all Members.

11. Miscellaneous.

(a) The Manager shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Manager shall determine, and all Members, and their duly authorized representatives, shall at all reasonable times have access to such books.

(b) Such books shall be kept on the accrual method of accounting or on such other method of accounting as the Manager may from time to time determine, and shall be closed and balanced as of December 31 each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.

(c) The Manager shall cause the LLC to maintain one or more accounts in a bank (or banks) that is a member of the Federal Deposit Insurance Corporation (FDIC), which accounts shall be used for the payment of the expenditures incurred by the Manager in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Manager for the purposes specified in this Agreement.

(d) Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors in title, heirs and assigns, and each and every successor in interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, and each party shall hold such interest subject to all of the terms and provisions of this Agreement.

(e) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.

(f) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

(g) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members, notwithstanding that all Members have not signed the same counterpart.

(h) None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a member who is such a creditor of the LLC.

(i) The Members hereby agree that no Member or any successor in interest to any Member shall have the right while this Agreement remains in effect to have the property of the LLC partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the LLC partitioned, and that each Member, on behalf of himself or herself, his or her successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that during the term of this Agreement, the rights of the Members and their successors in interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Member or successor in interest to assign, transfer, sell or otherwise dispose of his or her interest in the LLC shall be subject to the limitations and restrictions of this Agreement.

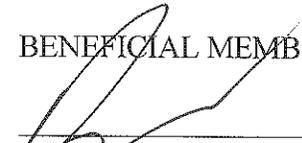
(j) This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement under penalties of perjury as of the date first above written.

MANAGING MEMBER:


Robert Picardi, II

BENEFICIAL MEMBER:


Robert Picardi

SCHEDULE A

TO OPERATING AGREEMENT OF CAPELLA LLC

MANAGING MEMBERS

Names and Addresses	Capital Contribution	Percentage Interest
Robert Picardi, II 45 Chapel Street Needham, MA 02492	\$30,000.00	83%

BENEFICIAL MEMBERS

Names and Addresses	Capital Contribution	Percentage Interest
Robert Picardi 32 Castlemere Place North Andover, MA 01845	\$170,000.00	17%
Total:	\$200,000.00	100%

ASSET PURCHASE AGREEMENT

This Agreement is made as of the 21st day of September, 2017, between Capella LLC, a Massachusetts Limited Liability Company with a principal place of business at 45 Chapel Street, Needham, MA 02492, ("Buyer") and Petit Needham, LLC ("Seller"), a Massachusetts limited liability company with a principal place of business at 45 Chapel Street, Needham, MA 02492 (the "Premises"), pursuant to the terms stated herein.

WHEREAS, Seller is engaged in the business of operating a restaurant (the "Business") at the Premises and desires to sell certain assets of said Business and the Buyer desires to acquire said assets, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, together with other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assets to be Acquired.** At Closing (as hereinafter defined), Seller will sell, transfer and deliver to Buyer on the Closing Date, the following assets and properties of Seller, used in the Seller's Business (the "Acquired Assets") presently owned by the Seller: (a) certain furniture and fixtures, machinery and equipment utilized by Seller in the operation of the Business presently located on the Premises as specifically set forth on Exhibit "A"; and (b) any assignable rights of Seller under the contracts, arrangements, licenses, leases, permits and other agreements set forth on Exhibit "B". Specifically excluded from the sale are the following: The Beverage Air - Garde Manager Station, Berkel - Meat Slicer. In addition all inventory (food, supplies, wine, liquor, beverages) are excluded from the sale and will be removed by the Seller prior to Closing.

2. **No Assumed Liabilities.** Buyer is not assuming any trade payables or liabilities of Seller. Seller shall be responsible for all of Seller's obligations, and obligations of the Business incurred prior to or on the date of Closing, except as set forth in Exhibit "B".

3. **Purchase Price.** The aggregate Purchase Price for the Acquired Assets shall be Three Hundred Thousand Dollars (\$300,000.00), which represents a sale of assets only, to be paid in the following manner:

\$ 27,000	Good faith deposit paid to and held in escrow and duly accounted for at Closing by Fletcher Tilton PC as attorneys for the Seller;
-----------	--

\$273,000	To be paid at Closing in either cash, or by wire or cashier's check or IOLTA check from the attorney for Buyer's lender.
-----------	--

4. **Conditions Precedent.** All obligations of each part under this Agreement are subject to the fulfillment or waiver prior to or at Closing, of each of the following conditions:

a. As to each party, the representations and warranties of the other party shall be true and correct to the best knowledge and belief of such other party, and the other party shall have performed or shall have caused to be performed in all material respects all obligations under this

Agreement required to be performed by such party on or prior to Closing, including delivery of such items as specified in Section 5(a) hereof;

b. Buyer shall have obtained all or any of the necessary third-party approvals, including but not limited to the issuances of a Liquor License and any and all licenses and/or permits necessary for the operation of the Business according to the following tentative schedule:

Design Review Board Approval – September 25, 2017

Planning Board Approval – October 24, 2017

Board of Selectmen Approval – November 14, 2017

The Commonwealth of Massachusetts Alcoholic Beverages Control Commission Approval – December 29, 2017

Seller understands that the above schedule is tentative in nature, acknowledges that the timing of the issuance of approvals by third parties is beyond the Buyer's control and Sellers agrees to cooperate should third-party approvals be conditioned on information to be provided by the Seller.

c. Buyer entering into a separate agreement with French Press, LLC, d/b/a French Press Bakery and Café to supply all desserts to be sold by Buyer in the restaurant to be operated upon the Premises for a period of one year from the date Buyer opens the restaurant to be operated at the Premises, which shall be extended automatically in six month increments thereafter, in the absence of six (6) months prior written notice by Buyer of its election not to extend the agreement. Such agreement shall require Buyer to use French Press as its exclusive provider of desserts to be sold, served or packaged for take-out with the Buyer to reimburse French Press 65% of the menu price of each dessert that is sold or provided on a complementary basis. Buyer shall not be responsible to reimburse French Press for any desserts that stale or have not been sold. The Seller shall have the right to inspect the dessert inventory on a daily basis to confirm what items have been sold or provided on a complementary basis. Seller agrees to cooperate with the Buyer in setting the dessert menu;

d. Buyer shall have entered into a new lease commencing February 1, 2018, with the owner of the Premises upon terms and conditions substantially similar to those set forth in the Lease Proposal, attached hereto as Exhibit C;

e. Seller shall pay one month of rent to the owner of the Premises on behalf of the Buyer; and

f. Buyer agrees to use due diligence and act in good faith in pursuing the satisfaction of the above conditions precedent.

5. **Closing.** The Term "Closing" as used in this Agreement means the closing for the purchase and sale of the Acquired Assets contemplated by this Agreement. Closing shall take place at 10:00 am on the fifth (5th) business day after Buyer's receipt of all licenses and approvals necessary to operate the Business, including without limitation, final written approval

for the issuance of a liquor license from the Town of Needham and the Massachusetts Alcoholic Beverages Control Commission (the "ABCC"), or at such other date and time as the parties may agree ("Closing Date"). The Closing shall take place at the offices of the attorney for the Buyer's lender unless otherwise agreed to in writing. In the event that the Closing does not take place by January 31, 2018, due solely to the failure of Buyer, acting in good faith, to satisfy the conditions precedent outlined in Section 4, Buyer shall have the option of cancelling this agreement, by giving Seller notice on or before January 31, 2018 and all deposits shall be returned to Buyer forthwith and all other obligations of the parties hereto shall cease and this agreement shall be null and void without recourse to the parties hereto. Otherwise this agreement shall terminate and Seller shall be entitled to retain Buyer's deposit as liquidated damages, without any further recourse against Buyer.

a. At Closing Seller will deliver to Buyer:

- (i) A Bill of Sale substantially in the form attached hereto as Exhibit "D", transferring and conveying to the Buyer, all of Seller's right, title, and interest in and to the Acquired Assets;
- (ii) Certificate of good standing issued by the Commonwealth of Massachusetts;
- (iii) Certificate of Waiver of Corporate Tax Lien issued by the Department of Revenue, Commonwealth of Massachusetts;
- (iv) Keys to the Premises and all access codes to any security system; and

b. At the Closing, Buyer will deliver to Seller:

- (i) The balance of the Purchase Price as contemplated by Section 3 of this Agreement;
- (ii) A fully executed agreement between Buyer and French Press, LLC relative to the supply and sale of desserts as referenced in Section 4(c); and
- (iii) Such other documents relating to the transactions contemplated by this Agreement as the Seller may reasonably request.

6. Employees. Seller shall terminate the employment, in accordance with all applicable laws and regulations, of all its employees, effective as of the Closing Date. Buyer shall be free to hire any or all of Seller's employees on terms acceptable to Buyer in its sole discretion. Should Buyer hire any or all of Seller's employees, Seller shall hold Buyer harmless from all claims made by Seller's former employees that arose during their employment by the Seller.

7. Legal Expenses and Costs. Each party will bear its own costs of the transaction, including legal expenses and other costs of the transaction.

8. Representations and Warranties of Seller. As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, and with knowledge that Buyer shall rely thereon, Seller represents and warrants that:

a. Title to Assets. With the exception of such items as listed on Exhibit "B", Seller solely and alone holds all the assets and property which are being assigned, transferred and conveyed to the Buyer and that they are free and clear of all liens, mortgages, conditional bills of sale, attachments, judgments and encumbrances of every nature, and shall remain free and clear of all liens, mortgages, conditional bills of sale, attachments, judgments and encumbrances, including but not limited to tax or unemployment liabilities and alcoholic beverage wholesaler liabilities.

b. Litigation. There are no proceedings, litigation or investigations against the Seller by any agency or any court, nor is the Seller subject to any order, complaint, injunction, decree or judgment of any court or any governmental or administrative agency, department, board or instrumentality which would affect the transfer of ownership of the Acquired Assets.

c. Indemnification. The Seller hereby covenant and agree to, and shall, indemnify, defend and hold harmless the Buyer from and against any and all liabilities (including, without limitation, liabilities for any taxes and interest and/or penalties levied or assessed in connection therewith), debts, obligations, claims, damages, settlements, costs and expenses and/or any other losses (collectively the "Buyer's Indemnified Amounts") which the Buyer may suffer, sustain or incur as a result of or in connection with, and/or based upon or arising out of the operation of the Seller's Business on or prior to the Closing Date; and any actions, suits, proceedings, demands, assessments, judgments, costs, and expenses incident thereto. This clause shall survive the Closing.

d. Agreements. The execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement will not conflict with, violate, or constitute a default under any contract or other instrument to which Seller is a party or which Seller is bound.

e. Organization, Authority. Seller is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has the requisite power and authority to execute and deliver this Agreement and each of the ancillary agreements to which Seller is a party, to perform its respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and such ancillary agreements to which Seller is a party and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of Seller.

f. Brokers. No Person is entitled to any brokerage, financial advisory, finder's or similar fee or commission regarding the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller, other than Corbett Restaurant Group, whom Seller has engaged and will be responsible for paying, when, as and if title passes and the Bill of Sale is delivered, and not otherwise. Buyer acknowledges that it has utilized Troy Coady of Mansard as Buyer's Broker. Each party hereby represents and warrants to the other party that it has dealt with no other brokers in connection with the sale of the Acquired Assets. Each party further agrees to indemnify one another from the claims of their respective brokers. This clause shall survive the Closing.

g. Sufficiency and Condition of Acquired Assets. The Acquired Assets are in good operating condition and repair and will be in the same condition as of Closing, except for reasonable wear and tear and changes occurring in the ordinary course of business. Seller shall promptly notify Buyer as to any changes to the Acquired Assets that occur between the signing of this Agreement and the Closing. Buyer shall have the right to inspect all of the Acquired Assets immediately prior to the Closing to determine whether the condition thereof complies with the terms of this provision.

h. Contracts. Seller is not in default and has not received any notice of default under any contract, lease, license, or other agreement or under any other obligation relating to the Business.

SELLER will promptly notify BUYER of any material change in facts, which SELLER becomes aware of, which arise prior to the Closing which would make any such representation or warranty untrue in a material way if such state of facts had existed on the date of execution of this Agreement and unless SELLER shall rectify the cause of such change by the time for Closing, BUYER shall have the option of canceling this Agreement by notifying the SELLER thereof in writing in which event all deposits made by the BUYER hereunder shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the Parties hereto.

9. Miscellaneous.

a. Confidentiality. Neither Seller nor Buyer will make public nor disclose to any third parties not involved in this transaction the proposed sale of Seller to Buyer, other than disclosures and announcements that are required by law, without the prior written consent of the other party hereto.

b. Amendment and Modification. This Agreement may be amended, modified and supplemented in any and all respects, but only by a written instrument signed by all of the parties hereto expressly stating that such instrument is intended to amend, modify or supplement this Agreement.

c. Conciliation. In the event of any controversy, claim or dispute arising out of or relating to this Agreement or with respect to any breach thereof, the parties shall seek to resolve the matter amicably through mutual discussions to be initiated by written notice by the aggrieved party to the other party as promptly as possible after a controversy, claim or dispute arises and to be conducted diligently in good faith by both parties. Such discussions may be conducted over the telephone, or at a meeting, or meetings, held at the principal offices of Seller or Buyer at such other location as the parties may agree. In the event such discussions fail to resolve the controversy, the parties shall select a neutral third-party mediator, the cost of which shall be paid equally by the parties, and engage in good faith mediation. If the parties shall be unable to agree on a neutral third-party mediator, then each party shall select a third-party mediator of their own and those mediators shall select a third mediator. This condition shall be satisfied prior to either party commencing litigation.

d. Notices. All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed given upon (1) confirmation of receipt of an email or facsimile transmission, or (2) confirmed delivery by hand or a standard overnight carrier when delivered and addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice):

If to Seller: Kirk A. Carter, Esquire
Fletcher Tilton, PC
161 Worcester Road, Suite 501
Framingham, MA 01581

If to Buyer: Anthony J. Donato, Esquire
444 Washington Street
Brighton, MA 02135
(P) 617-254-1555
(F) 617-254-6138
donatolaw@gmail.com

e. Descriptive Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

f. Entire Agreement. This Agreement (including the Exhibits, Schedules, Ancillary Agreements and the other documents and instruments referred to herein) constitutes the entire agreement and supersedes, cancels and terminates all other prior agreements and understandings, both written and oral, among the parties or any of them, with respect to the subject matter hereof, including any transaction between or among the parties.

g. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the rules of conflict of laws of the Commonwealth of Massachusetts.

h. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic, digital and/or facsimile signatures shall be construed as original and facsimile or electronic copies shall be as binding as originals.

i. Incorporation of Exhibits. The Exhibits and Schedules attached hereto and referred to herein are hereby incorporated herein and made a part hereof for all purposes as if fully set forth herein.

j. Insurance. Seller shall maintain in full force and effect to the Closing Date those policies currently maintained by Seller of liability, health, worker's compensation and other forms of insurance, as may be necessary to permit Seller to cover claims relating to the Business as conducted on or prior to the Closing Date. Seller represents that he currently maintains policies for liability, health, worker's compensation and other forms of insurance, as may be

necessary to permit Seller to cover claims relating to the Business. All risk of loss shall remain with the Seller until Closing.

k. Transfer Taxes. Seller will pay all sales, use and other taxes incident to the transfer and conveyance of the Acquired Assets to Buyer.

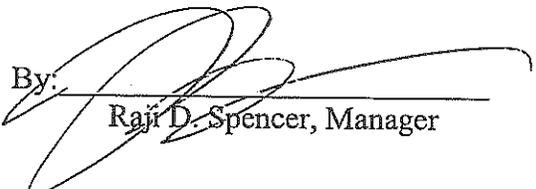
l. Severability. If any provision of this Agreement or the application thereof shall for any reason be invalid or unenforceable, such provision shall be limited only to the extent necessary in the circumstances to make such provision valid and enforceable and its partial or total invalidity or unenforceability shall in any event not affect the remaining provisions of this Agreement which shall continue in full force and effect.

m. Non-Assignment. Neither this Agreement nor any interest herein may be assigned by either Seller or Buyer without the consent of the other party.

n. Binding. This Agreement shall be binding on and inure to the respective benefit of the Buyer and the Seller and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as a sealed instrument, on the date first set above.

SELLER:
PETIT NEDHAM, LLC

By: 
Raji D. Spencer, Manager

BUYER:
Capella LLC

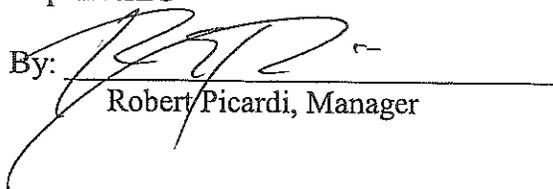
By: 
Robert Picardi, Manager

Exhibit A
Furniture and Fixtures, Machinery and Equipment

101	Beverage Air	Double door wine cooler
102	True Brand Refrigerator	2 door with upper storage
103	True Brand Refrigerator	4 drawer with upper storage
104	True Brand Refrigerator	Double door
105	True Brand Refrigerator	Standard
106	True Brand Freezer	Double freezer drawers (stack)
107	True Brand Freezer	Standard double door (stack)
108	True Brand Cooler	Top slide door
109	Trimark Brand Cooler	Double door
110	Pitco Frialator	Double slot gas fryer
111	Vulcan Stove Top/Oven	6 burner
112	Wolf Stove Top/Oven	6 burner
113	Charcoal Grill	34"x24"
114	Imperial Salamander	Commercial Broiler
115	Blodgett Convection Oven	Commercial
116	Cadco Roberta Convection Oven	19"x19"x19"
117	Chest Storage	Freezer
118	Witco Drawer Warmer	28"x22"x12"
119	Hartco Glo Ray Food Warmer	Commercial
120	Manitowoc Ice Maker	Commercial
121	Triple bay sink	Commercial
122	Prep sink	Commercial
123	Hand washing stations	Commercial
124	Walk-in	Commercial refrigerator, energy saver motor
125	Pots, pans, utensils	Commercial
126	Serving plates, b/b, bowls	Commercial
127	Espresso Coffee Machine	Commercial
128	Dish Service Glass washer	Commercial
129	Hobart Legacy Mixer	Commercial
130	Assorted shelving units	Commercial
131	Small electrics	VitaMix, Robocoup
132	Bar Sink	Commercial
133	Bar rails	Commercial
201	MICROS Server & Host Station	Point of Sale system
202	Epson POS Printers	Order station printers
203	Office Workstation	Dell Computer
204	HP All-in-One	Printer, fax, scanner

301	Tables	24"x28"
302	Tables	30"x48"
303	Tables	27"x27"
304	Tables	35" round
305	Banquettes	red vinyl
306	Chairs	Commerical
307	Bar Chairs	Commerical
308	Silverware	Commerical
309	Glasses (Water, Wine, Beverage)	Commerical

Exhibit B

Assignable Contracts, Licenses and Permits

-Ecolab dishwasher is leased from Ecolab - Buyer may either assume the lease, or if Buyer prefers, Seller can terminate lease and return dishwasher to Ecolab.

Exhibit C



August 30, 2017

Via email - tcoady@mansardcre.com

Troy Coady
Mansard
159 Haven Street, 2nd Floor
Reading, MA 01867

*Re: Lease Proposal
45 Chapel Street, Needham, Massachusetts*

Dear Troy:

On behalf of Petrini Corporation, I am pleased to present the following lease proposal for 45 Chapel Street in Needham, Massachusetts:

Landlord	Petrini Corporation
Tenant	Picardi Restaurant Group
Building	45 Chapel Street Needham, MA 02492
Premises	First Floor - 2,609 Square Feet Basement - <u>399</u> Square Feet Total - 3,008 Square Feet
Lease Term	10 Years, 2 Months
Renewal Option	Provided Tenant is not in default, one (1) five year renewal option with nine (9) months notice, at Fair Market Value
Lease Commencement Date	February 1, 2018
Lease Expiration Date	March 31, 2028

PETRINI
CORPORATION

187
ROSEMARY
STREET

NEEDHAM
MASSACHUSETTS
02494

TEL: 781.444.7963
FAX: 781.444.5593
WWW.PETRINICORP.COM

Rent

<i>Period</i>	<i>Monthly</i>	<i>Per Sq Ft</i>
Feb 1, '18 – Mar 31, '18	\$0.00	\$0.00
Apr 1, '18 – Mar 31, '19	\$6,522.50	\$30.00
Apr 1, '19 – Mar 31, '20	\$6,631.21	\$30.50
Apr 1, '20 – Mar 31, '21	\$6,739.92	\$31.00
Apr 1, '21 – Mar 31, '22	\$6,848.63	\$31.50
Apr 1, '22 – Mar 31, '23	\$6,957.33	\$32.00
Apr 1, '23 – Mar 31, '24	\$7,066.04	\$32.50
Apr 1, '24 – Mar 31, '25	\$7,174.75	\$33.00
Apr 1, '25 – Mar 31, '26	\$7,283.46	\$33.50
Apr 1, '26 – Mar 31, '27	\$7,392.17	\$34.00
Apr 1, '27 – Mar 31, '28	\$7,500.88	\$34.50

Condition of Premises Premises to be delivered "As Is". Tenant is responsible for all improvements to the Premises, including maintaining and keeping Premises in compliance with all government regulations, codes, rules or laws

Operating Expense Base Year Calendar Year 2018 actual expenses

Real Estate Tax Base Year Fiscal Year Ending June 30, 2018

Tenant Percentage 15.81%

Utilities Tenant electricity and Tenant gas is separately metered and paid by Tenant directly to the utility company. Tenant water is separately metered and paid by Landlord to municipality, and reimbursed by Tenant. Tenant will be responsible for all other utilities metered separately and servicing the Premises including, without limitation telephone. Landlord will furnish common area electricity, the cost of which shall be included in Operating Expenses.

Repairs & Maintenance Tenant is responsible for all HVAC repairs, maintenance and replacement. Tenant is also responsible for cleaning and snaking all drain lines in kitchen and bar. Landlord is responsible for cleaning and snaking drain lines in restroom.

Signage At tenant's expense tenant shall install signage subject to Landlord's approval and guidelines

Permitted Use Restaurant

Janitorial Tenant is responsible for janitorial services for the Leased Premises

**Assignment
and Subletting**

Tenant shall have the right to sublease a portion of its space or assign its lease to another entity subject to (i) Landlord's approval of the proposed subtenant or assignee (ii) Landlord's right to enter into a lease directly with any subtenant proposed to lease more than 50% of the Tenant's space and (iii) Landlord's right to any net profits associated with such sublease or assignment.

Security Deposit

\$7,500.88, non-interest bearing. Additionally, Rob Picardi to guaranty the Lease. Provided no event of default occurs, the guaranty shall be extinguished after 62 months.

Brokerage

Mansard shall be paid a fee by Landlord of \$31,308. Mansard is the only broker of record in this transaction

Conditional Approval

This proposal is subject to Tenant receiving Board of Health approval if required by Town of Needham along with full transfer of the liquor license from Petit Needham, LLC to Tenant 60 days prior to Lease commencement

This letter summarizes the basic business terms and conditions on which Landlord will lease space to Tenant. If you agree to the basic business terms and conditions described in this letter, please sign in the space provided and return a copy of this letter to me on or before 5:00 P.M. EDT, September 7, 2017.

This proposal is not intended as, and does not constitute a binding agreement by any party, nor an agreement, by any party to enter into a binding agreement, but is merely intended to specify some of the proposed terms and conditions of the transaction contemplated herein. Neither party may claim any legal rights against the other by reason of the signing of this letter or by taking any action in reliance thereon.

By:


Petrini Corporation

AGREED TO AND ACCEPTED

By:


Authorized Signature:
Picardi Restaurant Group

Exhibit D
Bill of Sale

WARRANTY BILL OF SALE

THIS BILL OF SALE is made by **PETIT NEEDHAM, LLC**, a Massachusetts Limited Liability Company having a principal place of business at 45 Chapel Street, Needham, Massachusetts ("Grantor"), in favor of Capella LLC, a Massachusetts corporation with a principal office located at 45 Chapel Street, Needham, Massachusetts, ("Grantee"). In consideration of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) paid by the Grantee as well as the covenants, agreements, terms and provisions contained in the Asset Purchase Agreement (the "Agreement") dated _____, 2017 by and between Grantor and Grantee, which is incorporated herein by reference and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor does hereby sell, assign, transfer and deliver to Grantee all of the Acquired Assets, including without limitation, the Acquired Assets listed in Exhibit A hereto (hereinafter the "Acquired Assets").

To have and to hold all and singular said goods and chattels to the said Grantee and its successors and assigns to its own use and behoof forever.

The Grantor hereby represents, warrants and agrees that (a) Grantor is the lawful owner of the Acquired Assets, free and clear of all restrictions, liens, encumbrances, rights, title and interests in others; (b) Grantor has good right to sell, assign, transfer and delivery the Acquired Assets as aforesaid; (c) upon delivery hereof, Grantee will have good and clear record and marketable title to and possession of the Acquired Assets free and clear of all restrictions, liens, encumbrances, rights, title and interest in others; and (d) Grantor will warrant and defend the Assets against the claims and demands of all persons.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed under seal by its Manager hereunto duly authorized this _____ day of _____, 2017.

PETIT NEEDHAM, LLC

By: TO BE SIGNED AT CLOSING
Raji D. Spencer, Manager

Signed and sealed in presence of _____ TO BE SIGNED AT CLOSING
Witness

EXHIBIT A to Bill of Sale

Furniture and Fixtures, Machinery and Equipment

101	Beverage Air	Double door wine cooler
102	True Brand Refrigerator	2 door with upper storage
103	True Brand Refrigerator	4 drawer with upper storage
104	True Brand Refrigerator	Double door
105	True Brand Refrigerator	Standard
106	True Brand Freezer	Double freezer drawers (stack)
107	True Brand Freezer	Standard double door (stack)
108	True Brand Cooler	Top slide door
109	Trimark Brand Cooler	Double door
110	Pitco Frialator	Double slot gas fryer
111	Vulcan Stove Top/Oven	6 burner
112	Wolf Stove Top/Oven	6 burner
113	Charcoal Grill	34"x24"
114	Imperial Salamander	Commercial Broiler
115	Blodgett Convection Oven	Commercial
116	Cadco Roberta Convection Oven	19"x19"x19"
117	Chest Storage	Freezer
118	Witco Drawer Warmer	28"x22"x12"
119	Hartco Glo Ray Food Warmer	Commercial
120	Manitowoc Ice Maker	Commercial
121	Triple bay sink	Commercial
122	Prep sink	Commercial
123	Hand washing stations	Commercial
124	Walk-in	Commercial refrigerator, energy saver motor
125	Pots, pans, utensils	Commercial
126	Serving plates, b/b, bowls	Commercial
127	Espresso Coffee Machine	Commercial
128	Dish Service Glass washer	Commercial
129	Hobart Legacy Mixer	Commercial
130	Assorted shelving units	Commercial
131	Small electrics	VitaMix, Robocoup
132	Bar Sink	Commercial
133	Bar rails	Commercial
201	MICROS Server & Host Station	Point of Sale system
202	Epson POS Printers	Order station printers
203	Office Workstation	Dell Computer
204	HP All-in-One	Printer, fax, scanner
301	Tables	24"x28"
302	Tables	30"x48"

303	Tables	27"x27"
304	Tables	35" round
305	Banquettes	red vinyl
306	Chairs	Commerical
307	Bar Chairs	Commerical
308	Silverware	Commerical
309	Glasses (Water, Wine, Beverage)	Commerical



August 30, 2017

Via email –tcoady@mansardcre.com

Troy Coady
Mansard
159 Haven Street, 2nd Floor
Reading, MA 01867

Re: *Lease Proposal*
45 Chapel Street, Needham, Massachusetts

Dear Troy:

On behalf of Petrini Corporation, I am pleased to present the following lease proposal for 45 Chapel Street in Needham, Massachusetts:

Landlord	Petrini Corporation
Tenant	Capella, LLC
Building	45 Chapel Street Needham, MA 02492
Premises	First Floor - 2,609 Square Feet Basement - <u>399</u> Square Feet Total - 3,008 Square Feet
Lease Term	10 Years, 2 Months
Renewal Option	Provided Tenant is not in default, one (1) five year renewal option with nine (9) months notice, at Fair Market Value
Lease Commencement Date	February 1, 2018
Lease Expiration Date	March 31, 2028

PETRINI
CORPORATION

187
ROSEMARY
STREET

NEEDHAM
MASSACHUSETTS
02494

TEL: 781 444.1963
FAX: 781 444.5593

WWW.PETRINICORP.COM

Rent

<i>Period</i>	<i>Monthly</i>	<i>Per Sq Ft</i>
Feb 1, '18 – Mar 31, '18	\$0.00	\$0.00
Apr 1, '18 – Mar 31, '19	\$6,522.50	\$30.00
Apr 1, '19 – Mar 31, '20	\$6,631.21	\$30.50
Apr 1, '20 – Mar 31, '21	\$6,739.92	\$31.00
Apr 1, '21 – Mar 31, '22	\$6,848.63	\$31.50
Apr 1, '22 – Mar 31, '23	\$6,957.33	\$32.00
Apr 1, '23 – Mar 31, '24	\$7,066.04	\$32.50
Apr 1, '24 – Mar 31, '25	\$7,174.75	\$33.00
Apr 1, '25 – Mar 31, '26	\$7,283.46	\$33.50
Apr 1, '26 – Mar 31, '27	\$7,392.17	\$34.00
Apr 1, '27 – Mar 31, '28	\$7,500.88	\$34.50

Condition of Premises

Premises to be delivered "As Is". Tenant is responsible for all improvements to the Premises, including maintaining and keeping Premises in compliance with all government regulations, codes, rules or laws

Operating Expense**Base Year**

Calendar Year 2018 actual expenses

Real Estate Tax Base Year

Fiscal Year Ending June 30, 2018

Tenant Percentage

15.81%

Utilities

Tenant electricity and Tenant gas is separately metered and paid by Tenant directly to the utility company. Tenant water is separately metered and paid by Landlord to municipality, and reimbursed by Tenant. Tenant will be responsible for all other utilities metered separately and servicing the Premises including, without limitation telephone. Landlord will furnish common area electricity, the cost of which shall be included in Operating Expenses.

Repairs & Maintenance

Tenant is responsible for all HVAC repairs, maintenance and replacement. Tenant is also responsible for cleaning and snaking all drain lines in kitchen and bar. Landlord is responsible for cleaning and snaking drain lines in restroom.

Signage

At tenant's expense tenant shall install signage subject to Landlord's approval and guidelines

Permitted Use

Restaurant

Janitorial

Tenant is responsible for janitorial services for the Leased Premises

**Assignment
and Subletting**

Tenant shall have the right to sublease a portion of its space or assign its lease to another entity subject to (i) Landlord's approval of the proposed subtenant or assignee (ii) Landlord's right to enter into a lease directly with any subtenant proposed to lease more than 50% of the Tenant's space and (iii) Landlord's right to any net profits associated with such sublease or assignment.

Security Deposit

\$7,500.88, non-interest bearing. Additionally, Rob Picardi to guaranty the Lease. Provided no event of default occurs, the guaranty shall be extinguished after 62 months.

Brokerage

Mansard shall be paid a fee by Landlord of \$31,308. Mansard is the only broker of record in this transaction

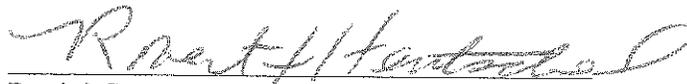
Conditional Approval

This proposal is subject to Tenant receiving Board of Health approval if required by Town of Needham along with full transfer of the liquor license from Petit Needham, LLC to Tenant 60 days prior to Lease commencement

This letter summarizes the basic business terms and conditions on which Landlord will lease space to Tenant. If you agree to the basic business terms and conditions described in this letter, please sign in the space provided and return a copy of this letter to me on or before 5:00 P.M. EDT, September 7, 2017.

This proposal is not intended as, and does not constitute a binding agreement by any party, nor an agreement, by any party to enter into a binding agreement, but is merely intended to specify some of the proposed terms and conditions of the transaction contemplated herein. Neither party may claim any legal rights against the other by reason of the signing of this letter or by taking any action in reliance thereon.

By:


Petrini Corporation

AGREED TO AND ACCEPTED

By:


Authorized Signature:
Capella, LLC

The logo for Citizens Bank, featuring a stylized asterisk symbol followed by the text "Citizens Bank".

October 19, 2017

Robert E. Picardi, II, Manager
Capella LLC
45 Chapel Street
Needham, MA 02492

Dear Robert:

I am pleased to inform you that Citizens Bank, NA (the "Bank") has approved your loan request as outlined below. This letter is intended to set forth the primary terms and conditions upon which the Bank is committed to making the Loan (as defined below). The complete terms and conditions will be set forth in the Loan Documentation to reflect the approval outlined below, and in all events is expressly subject to the final approval of the US Small Business Administration ("SBA"); the terms and conditions of SBA's approval will be more fully described in the Authorization (SBA 7(A) Guaranteed Loan).

FACILITY 1	COMMERCIAL TERM LOAN
Borrower:	Capella LLC (the "Borrower")
Loan Amount:	\$450,000.00 to the Borrower
Type:	Leasehold Improvements and Equipment Financing to the Borrower
Purpose:	Leasehold Improvements and Equipment Financing for restaurant to be located at 45 Chapel Street, Needham, Massachusetts
Term:	Eighty-four (84) months from date of closing
Interest Rate:	Variable; initial rate is 5.93%, adjusting monthly to Prime Rate plus 1.83% for the term of the loan
SBA Guaranty Fee:	\$10,125.00
SBA Packaging Fee:	\$2,500.00
Repayment:	Eighty-four monthly payments of principal and interest to fully amortize the Loan

Capella LLC
October 19, 2017
Page 2

Prepayment: No prepayment penalty applies to this Loan.
Collateral: First security interest in all business assets of the Borrower
Unlimited Guarantee by Robert E. Picardi, II
Unlimited Guarantee by Erica N. DiGaetano
Guarantees:

Special Conditions: Subject to the Bank's receipt and satisfactory review of appraisal and environmental reports.

Life Insurance and Assignment of Life Insurance on the life of Robert E. Picardi, II in the amount of \$450,000.00.

All existing and future officer debt shall be subordinated to the Bank.

Executed Lease for the term of the Loan.

Landlord's Consent and Waiver.

Personal Guarantors to provide annual federal income tax return and updated Personal Financial Statement within 30 days of federal income tax return filing.

Business Federal tax returns within 30 days of filing of federal income tax return.

List of equipment with serial numbers for any equipment worth more than \$5,000.00.

All documentation related to the leasehold improvements and equipment acquisition, including but not limited to the Construction Contract, Construction Budget and Disbursement Schedule, must be submitted to the Bank and approved prior to construction.

Final disbursement will be subject to receipt by the Borrower of all licenses and permits required to operate restaurant, including but not limited to liquor license, Common Victualer License and Town of Needham Board of Health Permit.

Costs and Documentation. The Borrower agree to execute all required documents, as well as pay any and all fees, expenses and charges incurred by the Bank in connection with this transaction, including, but not limited to, reasonable legal fees. The Borrower understands that all fees prepaid with this letter are nonrefundable, whether or not this transaction closes. Upon acceptance of terms of our Commitment Letter the Bank will provide the Borrower a budget for these expenses.

Flood Insurance. If the business location is located in a flood hazard area as determined by FEMA and the community in which it is located is a participating community, then flood

Capella LLC
October 19, 2017
Page 3

insurance will be required. (Note - if flood insurance is required, the FEMA letter must be mailed under separate cover.) Evidence of this coverage will be presented at the time of closing.

Additional Terms and Conditions. By execution of this Commitment Letter, the Borrower hereby authorizes and grants to the Bank a limited power of attorney to, at its option (i) execute on its behalf a Uniform Commercial Code Financing Statement evidencing the Bank's security interest in the assets of the Borrower to be provided in conjunction with the establishment of the loan, and (ii) pre-file (prior to closing) such Financing Statement with the appropriate filing venues so as to perfect a security interest in and to the Borrower's assets.

This Commitment is conditioned upon the receipt and satisfactory review by the Bank and its counsel of the organizational documentation (i.e. Declaration of Trust, Partnership Agreement, Certificate of Organization for a Limited Liability Company, Articles of Organization, or the like) of the Borrower of the loan, certified by the appropriate filing agency, if registered, or by the appropriate officer (i.e. Trustee, General Partner) if not registered.

Other Terms and Conditions:

Insurance. The Borrower will continue to maintain in effect, at its own expense, any and all insurance as required by the Bank with "Citizens Bank, NA, ISAOA, ATIMA, Attention: Commercial Loan Operations, Doc Unit MMF 160, 20 Cabot Road, Medford, Massachusetts 02155", being named as first Lender's Loss Payable on the business personal property, in the amount sufficient to cover the loan as the Bank's interest may appear. Evidence of this coverage will be presented three days prior to the closing date.

Hazardous Waste Laws. The loan is subject to the Bank receiving at least fifteen (15) days prior to closing, a completed environmental site questionnaire and/or at the Bank's option, a current written hazardous waste site assessment report (including, without limitation, engineering studies conducted at the Borrower's expense) from a source and in form substance satisfactory to the Bank and Bank's counsel, and Bank's consultant indicating whether the business mortgaged premises contain "oil", "hazardous materials", "hazardous substances" (collectively, the "materials") as such terms are defined under the comprehensive Environmental Response, Compensation, and Liability Act, 42 V.S.C. Section 9602 et seq., as amended, and the regulations promulgated thereunder, including, without limitation, Massachusetts General Laws, Chapter 21C and 21E (collectively, the "Superfund and Hazardous Waste Laws").

The site assessment report shall at the Bank's option, be analyzed and evaluated by an independent engineering firm selected by the Bank to determine the adequacy of the report submitted by the Borrower and what, if any, additional steps may be required to insure that the mortgaged premises are free of hazardous waste, and the cost of this site assessment report and if any further environmental testing is required, shall be paid by the Bank. All other expenses of such independent report, recommendations, and inspections shall be borne by the Borrower.

Capella LLC
October 19, 2017
Page 4

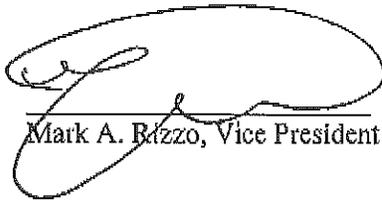
The Borrower shall indemnify, defend, and hold harmless the Bank from loss, liability, damage and expenses associated with any claims, actions or suits on account of oil or other hazardous materials, on, upon, or into the mortgaged premises. The Borrower will execute a certificate as to oils and hazardous materials and indemnity agreement at the closing.

Operating Accounts. The Borrower agrees to maintain all operating accounts with the Bank for the life of the loan.

Acceptance: If the above described terms and conditions are acceptable to you, kindly sign and date where indicated below and return the original to me along your check in the amount of \$2,500.00 made payable to Citizens Bank. These funds will be used to cover attorney's fees and closing costs. If there is any shortfall, it shall be due at closing.

This commitment shall expire automatically if not accepted (and fees paid) on or before October 30, 2017 and in any case if the loan has not closed on or before December 31, 2017. If the above is not received by said date, your application will be considered withdrawn.

Sincerely,



Mark A. Bizzo, Vice President

Agreed and Accepted:

Capella LLC

By: _____
Robert E. Picardi, II, Manager

Date: October __, 2017

Robert E. Picardi, II, individually

Date: October __, 2017

Erica N. DiGaetano, individually

Date: October __, 2017

LEGAL NOTICE

TOWN OF NEEDHAM

Application for a Transfer of an All Alcoholic Liquor License

Notice is hereby given pursuant to Massachusetts General Laws Chapter 138 that Capella LLC d/b/a Capella, Robert E. Picardi II, Manager, has applied for the transfer of a license to sell alcoholic beverages of the following kind: All Alcoholic beverages as a Restaurant at 45 Chapel Street. The premise has 2,609 sq. ft. on the first floor, and 399 sq. ft. in the basement. The dining area will provide seating capacity for 100 patrons including a dining room and service bar. There is a seasonal outside patio located in the front of the restaurant on Chapel Street consisting of 16 seats with proper barriers per local and state laws. The first floor space also includes kitchen facilities, and handicap bathrooms with storage space in the basement. There is one entrance at the front of the building on Chapel Street and one emergency exit at the rear of the building.

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 14th day of November 2017 at 7:00 o'clock p.m.

Board of Selectmen
Licensing Board for the Town of Needham

Needham Times November 2, 2017



TOWN OF NEEDHAM

For Calendar Year: 2018

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: Capella LLC (limited liability company)

Name of Establishment (d/b/a): Cappella

If business is a Corporation / Corporate Name and Officers: Robert Picardi II, Manager

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

Email Address: repicardi@gmail.com

Address of Establishment: 45 Chapel Street, Needham, MA 02492

Contact Person (name who will receive notices under this license): Roy A. Cramer, Esq.

Mailing Address (of contact person), if different from Establishment: 60 Walnut Street, 3rd Floor
Wellesley, MA 02481

Establishment's Days of Operation: Sunday through Saturday (7 days per week)

Establishment's Hours of Operation: 11 a.m. to 11 p.m. Sunday through Thursday, 11 a.m. to midnight Friday and Saturday

Manager: Robert Picardi II # of Staff: 18 # of Seats: 100

Telephone Number: 978-621-7202 Fax Number: _____

Signature of Owner: [Signature] Date: 10/19/17

(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] Signature of Applicant (Mandatory)

[Signature] By Corporate Officer (if applicable)

_____ Either a Social Security Number

10/19/17 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: 11/14/2017

Agenda Item	Public Hearing: Eversource Energy – Chestnut Street/Lincoln Street
Presenter(s)	Maureen Carroll, Eversource Energy Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	<p>Eversource Energy requests permission to install approximately 32 feet of conduit in Chestnut Street. This work is necessary to provide underground electric service to a new medical building at 111 Lincoln Street, 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 32 feet of conduit in Chestnut Street. This work is necessary to provide underground electric service to a new medical building at 111 Lincoln Street, 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

October 13, 2017

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

RE: ¹¹¹ Lincoln Street
Needham, MA
W/O #2216842

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 32 feet of conduit in Chestnut Street.

The reason for this work is to provide underground electric service to a new medical office building at 111 Lincoln Street.

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
TMC 10/31/17.
asst. Town Engineer
ok R. Peterson
DPW
10/31/17 Director

**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 October 11, 2017** and filed herewith, under the following public way or ways of said Town:

**Chestnut Street - Southerly from manhole #26054 thence
turning and running easterly, approximately
27 feet south of Oak Street, a distance of
32 ± feet of conduit.**

(W.O. #2216842)

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

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

Dated this 13th day of October

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:

**Chestnut Street - Southerly from manhole #26054 thence
turning and running easterly, approximately
27 feet south of Oak Street, a distance of
32 ± feet of conduit.**

(W.O. #2216842)

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 October 11, 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.

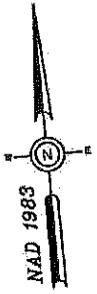
1	_____	
2	_____	Board of Selectmen
3	_____	the Town of
4	_____	NEEDHAM
5	_____	

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.

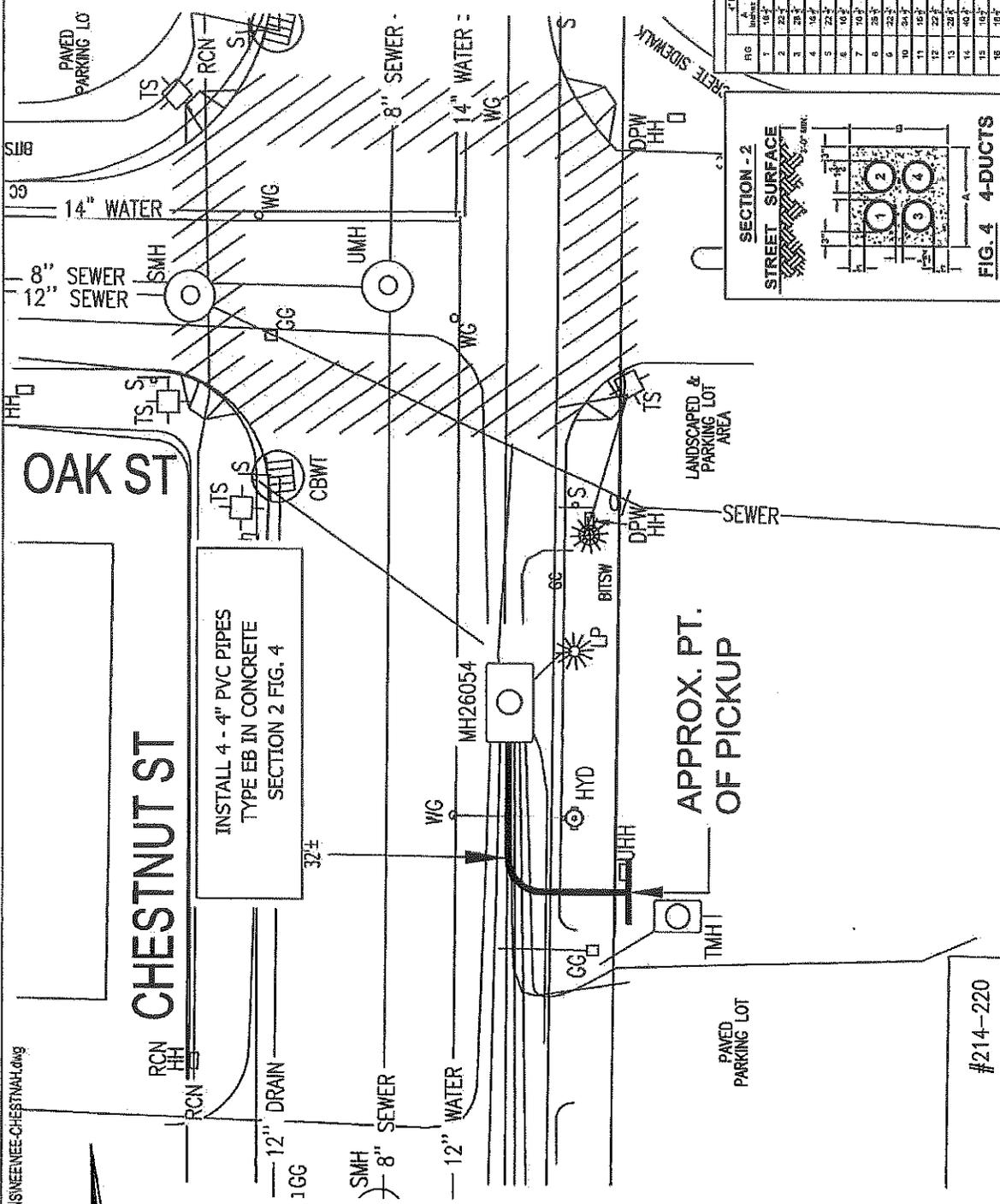
Attest: _____
Clerk of the Town of **NEEDHAM**, Massachusetts

N:\SHARED-mmbs-v02\CMAG\BASELINES\NEE-CHESTNUT.dwg

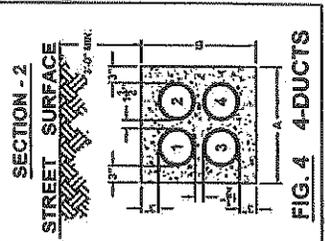


CHESTNUT ST

INSTALL 4 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 4



RIG	DIMENSIONS			
	4" Ducts		6" Ducts	
	A	B	A	B
	inches	inches	inches	inches
1	16.5	19.5	11.5	21
2	22.5	19.5	11.5	21
3	28.5	19.5	11.5	21
4	34.5	19.5	11.5	21
5	40.5	19.5	11.5	21
6	46.5	19.5	11.5	21
7	52.5	19.5	11.5	21
8	58.5	19.5	11.5	21
9	64.5	19.5	11.5	21
10	70.5	19.5	11.5	21
11	76.5	19.5	11.5	21
12	82.5	19.5	11.5	21
13	88.5	19.5	11.5	21
14	94.5	19.5	11.5	21
15	100.5	19.5	11.5	21
16	106.5	19.5	11.5	21



STAR EVERSOURCE
 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of CHESTNUT ST, NEEDHAM

Showing PROPOSED CONDUIT LOCATION

Scale 1"=20'

Date 10/11/17

SHEET 1 of 1

C# 186-17
 Ward #
 Work Order # 2218842
 Surveyed by: SC/LM
 Research by: PG
 Plotted by: TL
 Proposed Structures: TL
 Approved: A DEBENEDICTIS
 P#

BY YOUR USE OF THE INFORMATION OBTAINED IN THIS MAP YOU AGREE THAT NO WARRANTY OF ANY KIND IS GIVEN BY THE PROVIDER WITH RESPECT TO THE INFORMATION. THE PROVIDER, ITS EMPLOYEES OR AGENTS (COLLECTIVELY THE "NESTAR ENGINEERS") SHALL BE LIABLE FOR ANY LOSSES OR DAMAGES CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION, OR IN REFERENCE HEREIN TO THE INFORMATION EXTENT ALLOWED BY LAW. YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NESTAR ENGINEERS HARMLESS FROM ANY SUCH LOSSES OR DAMAGES.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE INFORMATION IS PROVIDED AS IS AND THE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE ACCURACY, COMPLETENESS, OR FITNESS FOR ANY PARTICULAR PURPOSES. THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

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



SCALE IN FEET

#214-220

APPROX. PT.
OF PICKUP



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 November 14, 2017** upon petition of Eversource Energy dated **October 13, 2017** to install about 32 feet of conduit in Chestnut Street. The work is necessary to provide underground electric service to a new medical office building at 111 Lincoln Street.

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: November 1, 2017

111 LINCOLN ST

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
MALONE, JOHN E TRUSTEE	JOHN E. MALONE REALTY TRUST	20 CHESTNUT ST., SUITE 4	NEEDHAM	MA	02492	1990460003300000	232 CHESTNUT ST
SCHMIDT, THOMAS KELLEY		98 LINCOLN ST	NEEDHAM	MA	02492	1990470002600000	98 LINCOLN ST
BETH ISRAEL DEACONESS HOSPITAL		148 CHESTNUT ST	NEEDHAM	MA	02492	199047000053000000	111 LINCOLN ST
DISCEPOLO, RINO & MARY TRS.	RINO A. DISCEPOLO 2013 FAMILY TRUST	93 EMERALD COURT	TEWKSBURY	MA	01876	19904700005400020	214 CHESTNUT ST
BALMER, CHRISTINE &	BALMER, JAMES	76 KIMBALL ST	NEEDHAM	MA	02492	1990460002600000	76 KIMBALL ST
FAHEY, LIAM + FAHEY, PATRICIA L., TRS	115 LINCOLN ST REAL ESTATE TRUST	115 LINCOLN STREET	NEEDHAM	MA	02492	1990460002700000	115 LINCOLN ST
HUARD, ROBERT F. &	HUARD, MARION T.	123 LINCOLN ST	NEEDHAM	MA	02492	1990460002800000	123 LINCOLN ST
ONEILL, DANIEL S &	ONEILL, CARINA J	75 KIMBALL ST	NEEDHAM	MA	02492	1990470002400000	75 KIMBALL ST
MALONE, JOHN E., TR.	JOHN E. MALONE REALTY TRUST	20 CHESTNUT ST, SUITE 4	NEEDHAM	MA	02492	19904700005400090	214 CHESTNUT ST
MALONE, JOHN E., TR.	JOHN E. MALONE REALTY TRUST.	20 CHESTNUT ST, STE 4	NEEDHAM	MA	02492	19904700005400050	214 CHESTNUT ST
MALONE, JOHN E. TR.	JOHN E. MALONE REALTY TRUST	20 CHESTNUT ST, STE 4	NEEDHAM	MA	02492	19904700005400070	214 CHESTNUT ST
NEWTON, ROBERT C.		515 HIGH ROCK ST	NEEDHAM	MA	02492	19904700005400060	214 CHESTNUT ST
DEACONESS-GLOVER HOSPITAL CORPORATION		148 CHESTNUT ST	NEEDHAM	MA	02492	19904700005500000	148 CHESTNUT ST
CONNOLLY, THOMAS J.+ COSENTINO, RONALD H		111 LINCOLN ST	NEEDHAM	MA	02492	1990470002500000	104 LINCOLN ST
OWEN, CATHERINE A., TR.	214C. CHESTNUT STREET REALTY TRUST	P. O. BOX 745	LYNNFIELD	MA	01940	19904700005400030	214 CHESTNUT ST
MALONE, JOHN E., TR.	JOHN E. MALONE REALTY TRUST	20 CHESTNUT ST, SUITE 4	NEEDHAM	MA	02492	19904700005400040	214 CHESTNUT ST
MALONE, JOHN E., TR.	JOHN E. MALONE REALTY TRUST	20 CHESTNUT ST, SUITE 4	NEEDHAM	MA	02492	19904700005400080	214 CHESTNUT ST
ANALETTO, THOMAS A. &	ANALETTO, JOAN MARIE	214 CHESTNUT ST UNIT 1	NEEDHAM	MA	02492	19904700005400010	214 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: 11/14/2017

Agenda Item	Public Hearing: Eversource Energy – Scott Road
Presenter(s)	Maureen Carroll, Eversource Energy Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
<p>Eversource Energy requests permission to install approximately 8 feet of conduit in Scott Road. This work is necessary to provide underground electric service at 32 Scott 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 8 feet of conduit in Scott Road. This work is necessary to provide underground electric service at 32 Scott 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 28, 2017

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

RE: Scott Road
Needham, MA
W/O #2223914

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 8 feet of conduit in Scott Road.

The reason for this work is to provide underground electric service to 32 Scott 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 per DPW Engr.
9/13/17
OK R.P. Nelson
DPW Division

**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 August 25, 2017** and filed herewith, under the following public way or ways of said Town:

Scott Road - **Easterly from pole 347/2 approximately
325 feet southeast of Country Way a distance
of 8 ± feet of conduit.**

(W.O. #2223914)

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

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

Dated this 28th 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:

**Scott Road - Easterly from pole 347/2 approximately
325 feet southeast of Country Way a distance
of 8 ± feet of conduit.**

(W.O. #2223914)

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 August 25, 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	_____	
3	_____	Board of Selectmen
4	_____	the Town of
5	_____	NEEDHAM

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.

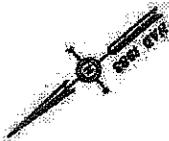
1	_____	
2	_____	
3	_____	Board of Selectmen
4	_____	the Town of
5	_____	NEEDHAM

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.

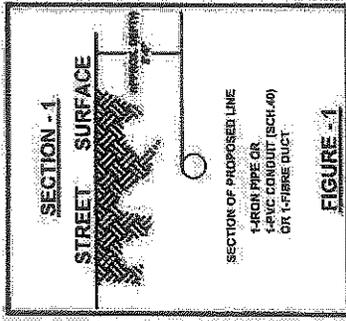
Attest: _____
Clerk of the Town of **NEEDHAM**, Massachusetts

#2A



SCOTT RD

APPROX. PT.
OF PICKUP



CUSTOMER TO INSTALL
1 - 4" PVC PIPE SCHEDULE 40
NO CONCRETE

PARCEL LINE

347/2

8±

325 ± TO COUNTRY WAY

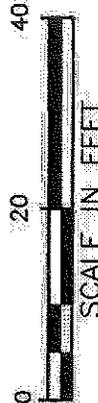
PARCEL LINE
EDGE OF PAVEMENT

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT THE LIABILITY OF ANY AND ALL PERSONS OR COMPANIES FOR DAMAGES, LOSSES, INJURY, OR DEATH CAUSED BY ANY USE OF THIS INFORMATION SHALL BE LIMITED TO THE MAXIMUM EXTENT ALLOWED BY LAW. YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY, AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSSES OR INJURY.

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

MASS. LAW

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



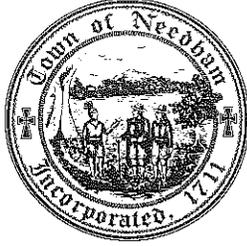
C#	
Ward #	
Work Order #	2223914
Surveyed by:	-
Research by:	PG
Plotted by:	CC
Proposed Structures:	JF
Approved:	A DEBENEDICTIS
P#	

NSTAR EVERSOURCE
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02128

Plan of SCOTT ROAD (NEAR COUNTRY WAY)
NEEDHAM
Showing CUSTOMER TO INSTALL CONDUIT LOCATION

Scale 1"=20'
Date 8/25/17

SHEET 1 of 1



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 November 14, 2017** upon petition of Eversource Energy dated **August 28, 2017** to install about 8 feet of conduit in Scott Road. The work is necessary to provide underground electric service to 32 Scott Road.

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: November 6, 2017

32 SCOTT ROAD

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
ABRAHAM, ANDREW M. TR. & 257 COUNTRY WAY LLC	ABRAHAM, SUSAN B. TR	185 COUNTRY WAY 153 PINE GROVE ST	NEEDHAM NEEDHAM	MA MA	02492 02494	1992120005600000 1992120006000000	185 COUNTRY WAY 257 COUNTRY WAY
MANDELBRAUT, ALEXANDER TR. NATHANSON, MICHAEL J. & BOULRIS, CAROL J.	32 SCOTT ROAD REALTY TRUST NATHANSON, DAWN M.	32 SCOTT RD 123 COUNTRY WAY 203 COUNTRY WAY	NEEDHAM NEEDHAM NEEDHAM	MA MA MA	02492 02492 02492	1992130002500000 1992130003200000 1992120005700000	32 SCOTT RD 123 COUNTRY WAY 203 COUNTRY WAY
MARGULIAN, ANNA RAISMAN, ERIC C. & EUN, SCOTT HUN & ZAIS, GREGORY N. & WEINSTEIN, DENISA RRNIR, LLC	RAISMAN, JESSICA H. KIM, NAM HEE ZAIS, DIANA P. C/O MORRIS, SEAN & MARINA	233 COUNTRY WAY 245 COUNTRY WAY 269 COUNTRY WAY 155 COUNTRY WAY 24 SCOTT RD	NEEDHAM NEEDHAM NEEDHAM NEEDHAM NEEDHAM	MA MA MA MA MA	02492 02492 02492 02492 02492	1992120005800000 1992120005900000 1992120006100000 1992130002300000 1992130002400000	233 COUNTRY WAY 245 COUNTRY WAY 269 COUNTRY WAY 155 COUNTRY WAY 24 SCOTT RD
POWERS, SALLY B. WALDMAN, WENDY L &	WALDMAN, DAVID L	48 SCOTT RD 47 SCOTT RD 141 COUNTRY WAY	NEEDHAM NEEDHAM NEEDHAM	MA MA MA	02492 02492 02492	1992130002600000 1992130003000000 1992130003100000	48 SCOTT RD 47 SCOTT RD 141 COUNTRY WAY

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: 11/14/2017

Agenda Item	Public Hearing - Verizon Wireless
Presenter(s)	Joshua Lanzetta, McLane Middleton

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED

Cellco Partnership d/b/a Verizon Wireless requests permission to install one (1) small cell wireless antenna, and all necessary sustaining and protecting fixtures, on an existing utility pole, located on a public way on South Street in Needham, MA. This installation will remedy the existing wireless coverage and capacity gaps that Verizon Wireless has identified in its wireless network in this Needham area.

The Department of Public Works has approved this petition, based on Verizon's commitment to adhere to the conditions in the Order for this petition.

2. VOTE REQUIRED BY BOARD OF SELECTMEN

Suggested Motion:

Move that the Board of Selectmen approve and sign a petition from Cellco Partnership d/b/a Verizon Wireless to install a wireless small cell antenna and supporting equipment on Verizon Site Name Dover N SCO2 MA, Utility Pole Number 2/152 on South Street, Needham, closest intersecting street is Wilson Lane.

3. BACK UP INFORMATION ATTACHED

- a. Petition Letter of Application
- b. Order
- c. Petition Plan
- d. Notice Sent to Abutters
- e. List of Abutters

Supporting documentation (Affidavit of RF Engineer, report of Donald Haes, Jr., Radiation Specialist, FCC Authorization, Map of Needham Antenna Sites) on file in Office of Town Manager.

MCLANE MIDDLETON

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN
OCT -2 P 2:13

JOSHUA P. LANZETTA
Direct Dial: 603.628.1362
Email: joshua.lanzetta@mclane.com
Admitted in NH and CO
900 Elm Street, P.O. Box 326
Manchester, NH 03105-0326
T 603.628.1362
F 603.625.5650

September 26, 2017

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

Re: Grant of Location to Install a Wireless Antenna and Related Equipment on an Existing Utility Pole in the Public Right of Way

Applicant: Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless")

Location: Utility Pole 2/152 / South Street

Dear Chair Cooley:

The purpose of this letter is to submit a Grant of Location Petition to install wireless communications equipment on utility pole number 2/152 in Needham's public right of way in accordance with Chapter 166, Section 22 of the Massachusetts General Laws.

I. APPLICATION MATERIALS

Enclosed please find a check in the amount of fifty dollars (\$50.00) made payable to the Town of Needham along with the following:

1. One (1) Petition;
2. One (1) Order;
3. One (1) Radio Frequency Report;
4. One (1) Safety Report;
5. One (1) Federal Communications Commission ("FCC") License;
6. One (1) Map of Needham Antenna Sites; and
7. One (1) 11" x 17" plan-set dated September 21, 2017, including the following (3) three pages:

McLane Middleton, Professional Association
Manchester, Concord, Portsmouth, NH | Weburn, Boston, MA

OK R.P. Anderson, DPW Director
10/12/17
only to proceed Mynder, DPW Engr
10/12/17

- a. L-1: Key Plan;
- b. L-2: Elevation and Photo; and
- c. L-3: Equipment Details.

II. PROJECT NARRATIVE & SMALL CELL TECHNOLOGY

Verizon Wireless has identified significant coverage and capacity gaps in its wireless network in the Town of Needham. To address these gaps, Verizon Wireless seeks to install “Small Cell” wireless antennas as part of a Cloud Radio Access Network (“CRAN”) it plans to deploy to provide the required capacity relief and improve network service in Needham. Installation of the CRAN will immediately improve Verizon Wireless’s wireless service in Needham and pave the way for future 5G technology.

Over the last two years, Verizon Wireless has rapidly introduced CRAN technology across the Commonwealth, including in Needham (through grant of location petitions recently approved by the Board of Selectmen). This technology’s stealth antenna equipment provides a pinpointed approach to the continued deployment of Verizon Wireless’s LTE, AWS, and burgeoning 5G network in Massachusetts. In essence, CRAN systems mount small wireless antennas disguised as electric transformers to existing utility poles. This allows Verizon to increase network capacity by accessing fiberoptic infrastructure connected to offsite and centrally located processing stations. Here, the CRAN technology’s combination of targeted, camouflaged antennas and centralized processing would benefit Needham, where network capacity is weighed against municipal aesthetics.

The Small Cell installation proposed in this Grant of Location Petition will primarily consist of a 38.7” tall by 12” wide canister antenna that will be mounted on the side of the existing utility pole at an antenna centerline height of 29’6”± above ground level. As noted above, the antenna itself is enclosed in a cylindrical gray fiberglass container designed to specifically resemble electric transformers used on utility poles throughout the United States. All equipment proposed herein 1) complies with applicable FCC radio frequency emissions regulations, 2) requires minimal maintenance, and 3) does not impact utility, school, traffic or other municipal resources.

Additionally, this proposal is part of Verizon Wireless’s regional initiative to improve voice and data coverage in Massachusetts while developing 5G technology throughout greater New England. To this end, Verizon secured master licensing agreements with National Grid and Eversource expediting licensing and attachment of CRAN antennas to utility poles in Massachusetts, including in Needham.

III. MUNICIPAL REVIEW OF CRAN AND SMALL CELL TECHNOLOGY

Under Massachusetts law, the grant of location process enables municipalities to oversee infrastructure development in the Commonwealth's public ways. M.G.L. c. 166, § 22. This process balances the goal of maintaining useable and navigable public ways with the Commonwealth's continued need for infrastructure development, and directly intersects with federal telecommunications laws. M.G.L. c. 166, § 21; 47 U.S.C. § 332(c)(7). Generally, federal telecommunications law seeks to expedite wireless infrastructure development by imposing certain limitations on local regulation of wireless facilities. 47 U.S.C. § 332(c)(7). As such, when considering Grant of Location Petitions for wireless telecommunications facilities, Select Boards must consider that Massachusetts and the federal government specifically seek to encourage expedited development of wireless communications infrastructure, and that the TCA prohibits municipalities from taking action that prohibits or delays such development.

IV. CONCLUSION

For the aforementioned reasons, Verizon respectfully requests that the Board of Selectmen execute the Grant of Location Order submitted herein. Please contact me with questions at 603-628-1362 or joshua.lanzetta@mclane.com.

Sincerely,

A handwritten signature in blue ink that reads "Joshua P. Lanzetta/ms". The signature is written in a cursive style.

Joshua P. Lanzetta

JPL

Enclosures/

PETITION FOR POLE AND WIRE LOCATIONS
UNDER MGL c. 166, §§ 22 and 25A

October 16, 2017

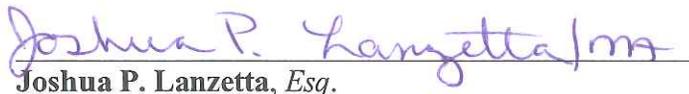
Board of Selectmen
Town of Needham, Massachusetts
1471 Highland Avenue
Needham, Massachusetts 02492

Cellco Partnership, d/b/a Verizon Wireless ("Verizon"), hereby requests permission to locate small cell wireless antennas, and all necessary sustaining and protecting fixtures, on an existing utility pole, located on a public way on **South Street in Needham, Massachusetts**, and as more particularly shown on plans titled **Dover N SC02 MA**, dated **September 21, 2017**, and attached hereto as Exhibit A.

Verizon requests after requisite notice and hearing, that it be granted location and permission to erect and maintain equipment on said utility pole, including, but not limited to:

- Antennas;
- Radio Units;
- Meters;
- Mounting brackets;
- Groundbars;
- Conduits;
- Cables;
- Disconnects; and
- All other necessary sustaining and protecting fixtures.

CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS



Joshua P. Lanzetta, Esq.

Attorney for Cellco Partnership d/b/a Verizon Wireless

TOWN OF NEEDHAM
BOARD OF SELECTMEN

ORDER FOR POLE AND WIRE LOCATIONS
UNDER MGL c. 166, §§ 22 AND 25 A

In the Town of Needham, Massachusetts,
Notice supplied and public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That Cellco Partnership d/b/a Verizon Wireless (“Verizon”) is granted location and permission to install and maintain wireless equipment and all sustaining and protecting fixtures on an existing utility pole located on a public way on **South Street in Needham, Massachusetts**, as requested by Verizon’s Petition for Pole and Wire Locations Under MGL c. 166 §§ 22 and 25A, dated **October 16, 2017**.

All construction under this order shall be in accordance plans titled **Dover N SC02 MA**, dated **September 21, 2107**.

All equipment shown on the aforementioned plans may be attached to said utility pole, including, but not limited to:

- Antennas
- Radio Units
- Meters
- Mounting Brackets
- All other necessary sustaining and protecting fixtures.
- Groundbars
- Conduits
- Cables
- Disconnects

Such plans, including all notes shown thereon, are hereby incorporated as part of this Order.

This Grant of Location is made subject to the following conditions:

1. The Small Cell Attachment shall comply with the maximum permissible radio frequency (“RF”) exposures adopted by the Federal Communications Commission, taking into consideration other RF sources at the site.
2. The Petitioner shall annually provide a certificate of RF compliance to the Office of the Town Manager, Needham Town Hall, Town of Needham, Massachusetts.
3. The Petitioner shall ensure that replacement poles (if necessary) are installed at the minimum height necessary to accommodate the small cell antenna equipment.
4. The Pole shall not be a “double pole” at the time of Small Cell Attachment installation. (A “double pole” occurs where a replacement utility pole is erected alongside the pole to be

replaced for the purpose of transferring the electric, telephone, cable, and other wires from one pole to the other). In the event that, after installation of the Small Cell Attachment, the Pole must be replaced, the Petitioner shall work with the Pole owner(s) to mitigate and remove any "double pole" at the proposed location.

5. The approved small cell antenna and related equipment described in the plans identified in this Order (collectively, the "Small Cell Attachment") shall not include lights unless required under applicable federal or state law.
6. The Small Cell Attachment shall blend with the color of existing attachments on the designated utility pole (the "Pole") or with the color of the Pole itself.
7. The Small Cell Attachment shall not project over the public roadway or the sidewalk beyond the berm or curb, or otherwise interfere with the safety and convenience of ordinary travel over the public right of way or sidewalk.

I hereby certify that this order was adopted at a meeting of the Board of Selectmen of the Town of Needham, Massachusetts, held on the _____ day of _____, 2017.

Town Clerk
Town of Needham, Massachusetts
1471 Highland Avenue
Needham, Massachusetts 02492

Received and entered in the records of location orders of the Town of Needham, at Book _____,
Page _____.

Attest: _____
Town Clerk
Town of Needham, Massachusetts

SOUTH STREET, NEEDHAM, MA 02492

DOVER N SC02 MA

LEASE EXHIBIT

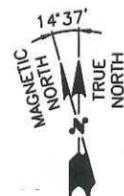


PROPOSED LESSEE ANTENNA AND LESSEE EQUIPMENT MOUNTED TO PROPOSED UTILITY POLE

EXISTING UTILITY POLE #NET&T 2/152

EXISTING UTILITY POLE #NET&T 2/152 TO BE REPLACED WITH NEW POLE

PROPOSED POWER AND FIBER RUNS FROM EXISTING UTILITY POLE #NET&T 2/152



KEY PLAN
SCALE: N.T.S

1
L-1

FIELD INSPECTION DATE: 06-23-2016

APPROXIMATE COORDINATES: LAT: N42° 15' 36.17" LONG: W71° 15' 39.87"



Hudson
Design Group

1600 OSCOOD STREET
BUILDING 20 NORTH, SUITE 309G
N. ANDOVER, MA 01845
TEL: (978) 557-5553
FAX: (978) 336-5586

CHECKED BY: JX

APPROVED BY: DPH

SUBMITTALS

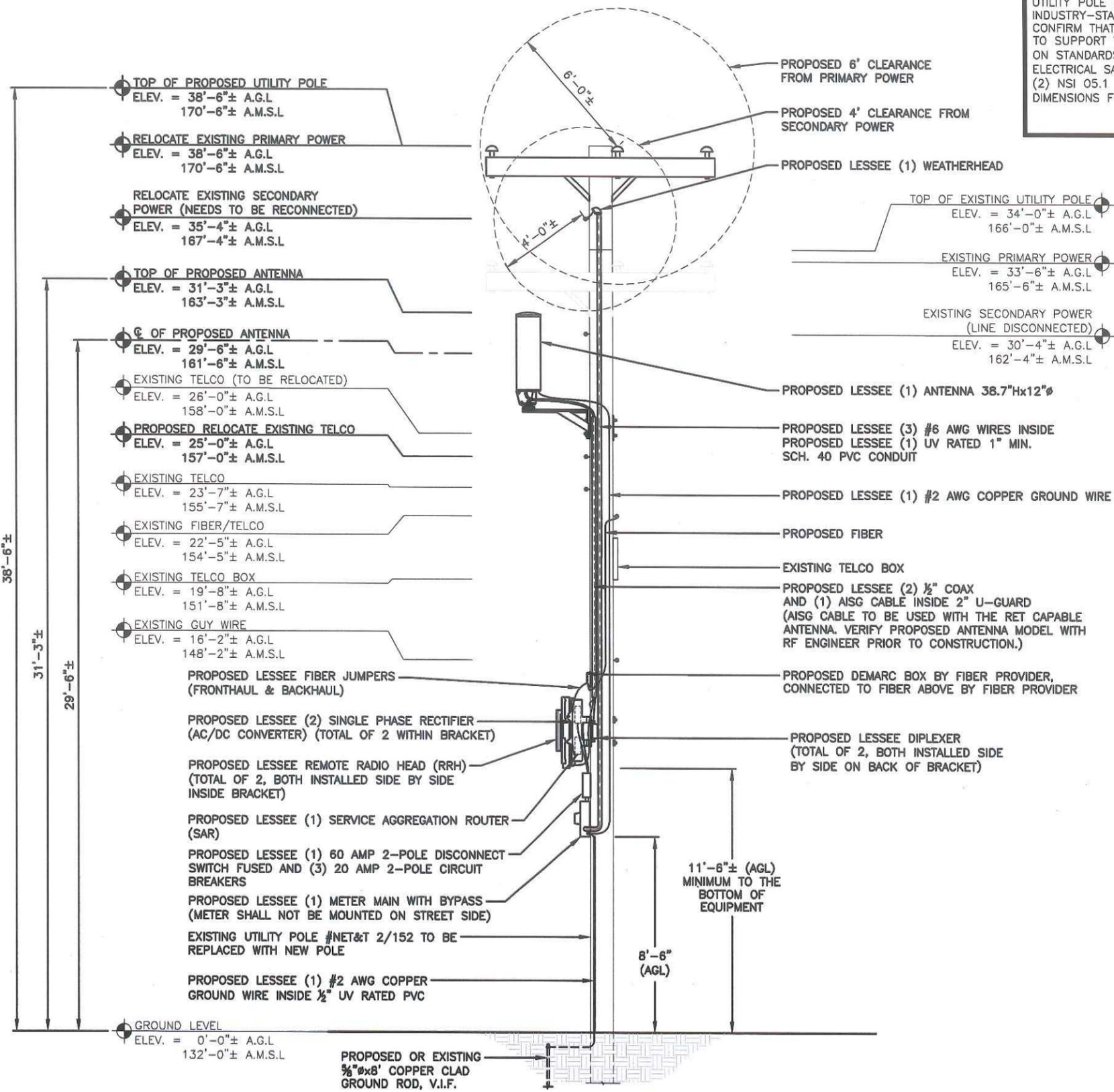
REV.	DATE	DESCRIPTION	BY
6	09/21/17	REVISED PER COMMENTS	GA
5	02/23/17	REVISED ADDRESS	AN
4	11/15/16	REVISED PER NEW STANDARDS	AN
3	10/27/16	REVISED ANTENNA CENTERLINE	AN
2	07/19/16	REPLACED UTILITY POLE	CF
1	07/13/16	REVISED PER COMMENTS	CF
0	06/28/16	LEASE EXHIBIT	CF

SITE NAME:
DOVER N SC02 MA

SITE ADDRESS:
SOUTH STREET
NEEDHAM, MA 02492

SHEET TITLE
KEY PLAN

SHEET NUMBER
L-1



NOTE ON STRUCTURAL ASSESSMENT OF UTILITY POLE:
BEFORE ISSUANCE OF ATTACHMENT LICENSE, UTILITY POLE OWNER HAS COMPLETED INDUSTRY-STANDARD STRUCTURAL ANALYSIS TO CONFIRM THAT POLE HAS STRUCTURAL CAPACITY TO SUPPORT THE ATTACHMENTS PROPOSED, BASED ON STANDARDS SPECIFIED IN: (1) NATIONAL ELECTRICAL SAFETY CODE (LATEST EDITIONS); AND (2) NSI 05.1 - 2008 SPECIFICATIONS AND DIMENSIONS FOR WOOD POLES (LATEST EDITION).

LEASE EXHIBIT:
THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

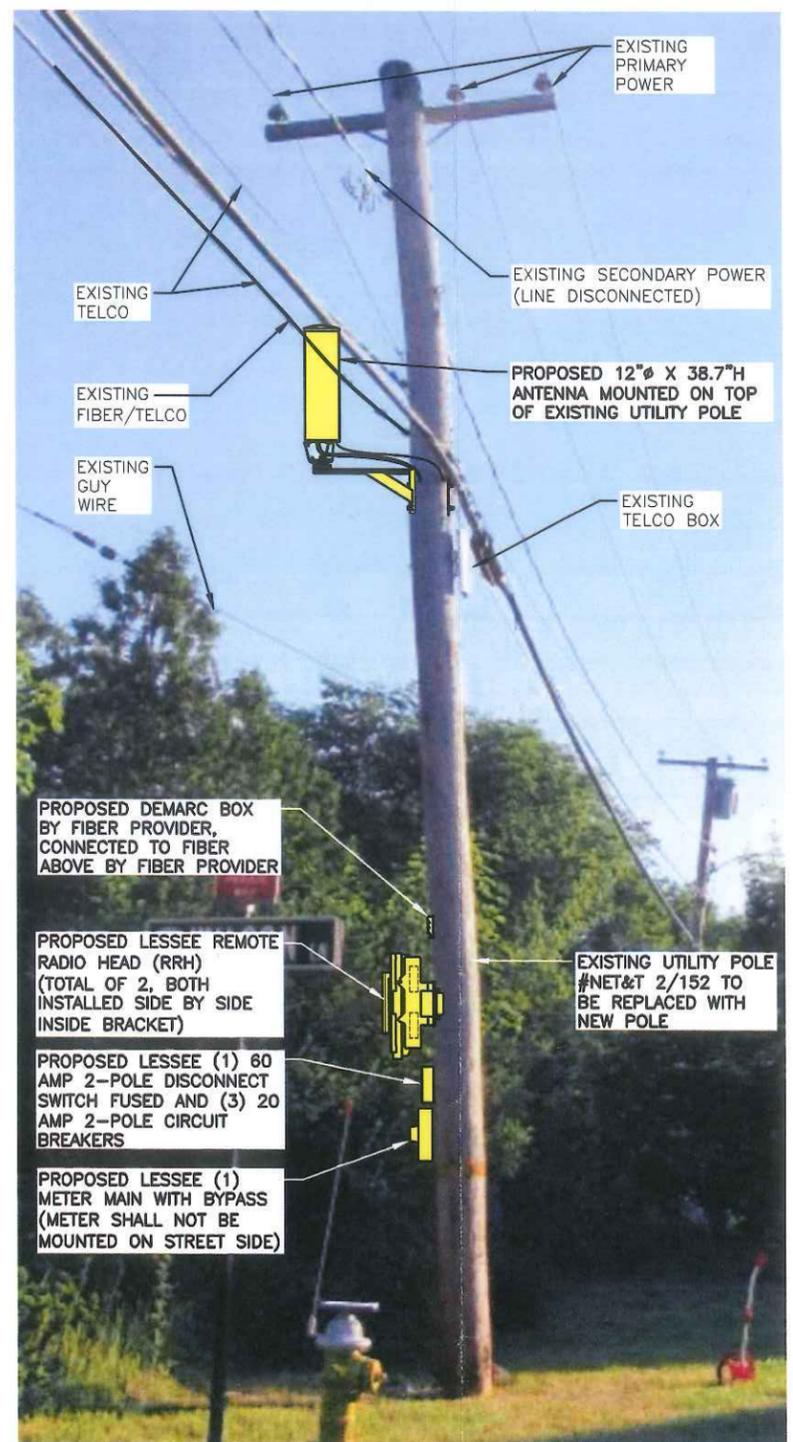
APPROXIMATE COORDINATES: LAT: N42° 15' 36.17" LONG: W71° 15' 39.87"

LEASE EXHIBIT

Hudson Design Group

1400 OSCOOD STREET
BUILDING 20 NORTH, SUITE 3090
N. ANDOVER, MA 01845

TEL: (978) 557-5533
FAX: (978) 336-5586



EXISTING PHOTO DETAIL 2
SCALE: N.T.S. L-2

ELEVATION 1
22x34 SCALE: 3/8"=1'-0" L-2
11x17 SCALE: 3/16"=1'-0"

GRAPHIC SCALE
0 1'-4" 2'-8" 5'-4" 8'-0"

CHECKED BY: JX

APPROVED BY: DPH

SUBMITTALS

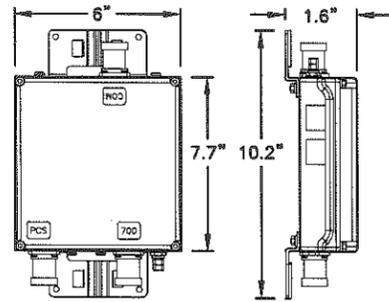
REV.	DATE	DESCRIPTION	BY
6	09/21/17	REVISED PER COMMENTS	GA
5	02/23/17	REVISED ADDRESS	AN
4	11/15/16	REVISED PER NEW STANDARDS	AN
3	10/27/16	REVISED ANTENNA CENTERLINE	AN
2	07/19/16	REPLACED UTILITY POLE	CF
1	07/13/16	REVISED PER COMMENTS	CF
0	06/28/16	LEASE EXHIBIT	CF

SITE NAME:
DOVER N SC02 MA

SITE ADDRESS:
SOUTH STREET
NEEDHAM, MA 02492

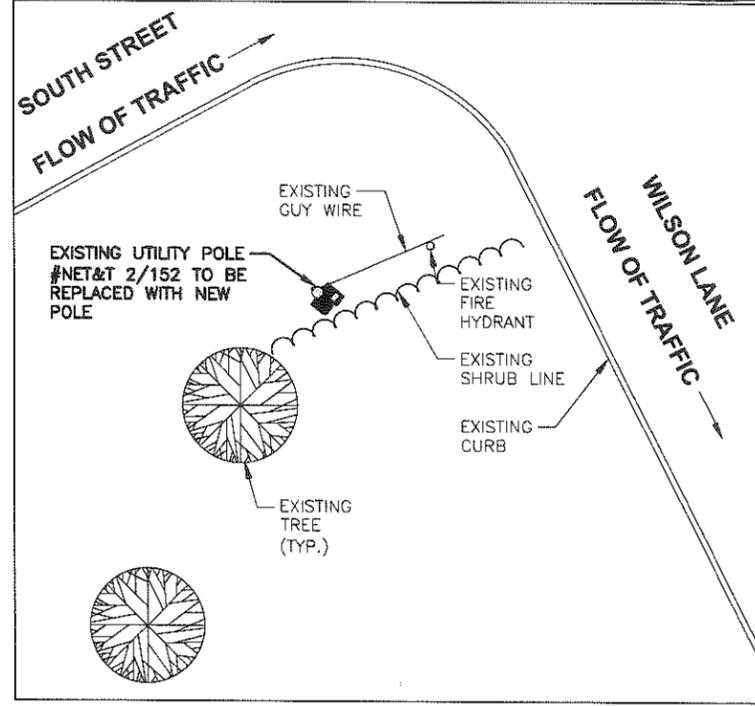
SHEET TITLE
ELEVATION & PHOTO

SHEET NUMBER
L-2

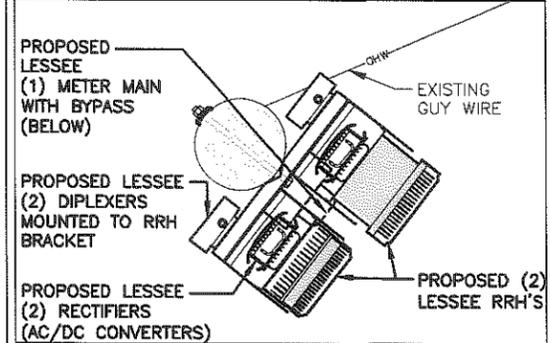


700/AWS DIPLEXER - 4.4 LBS

DIPLEXER DETAIL 1
SCALE: N.T.S. L-3



RRH PLAN 2
22x34 SCALE: 1/8"=1'-0" L-3
11x17 SCALE: 1/16"=1'-0"
GRAPHIC SCALE 0 4 8 16 24 FEET



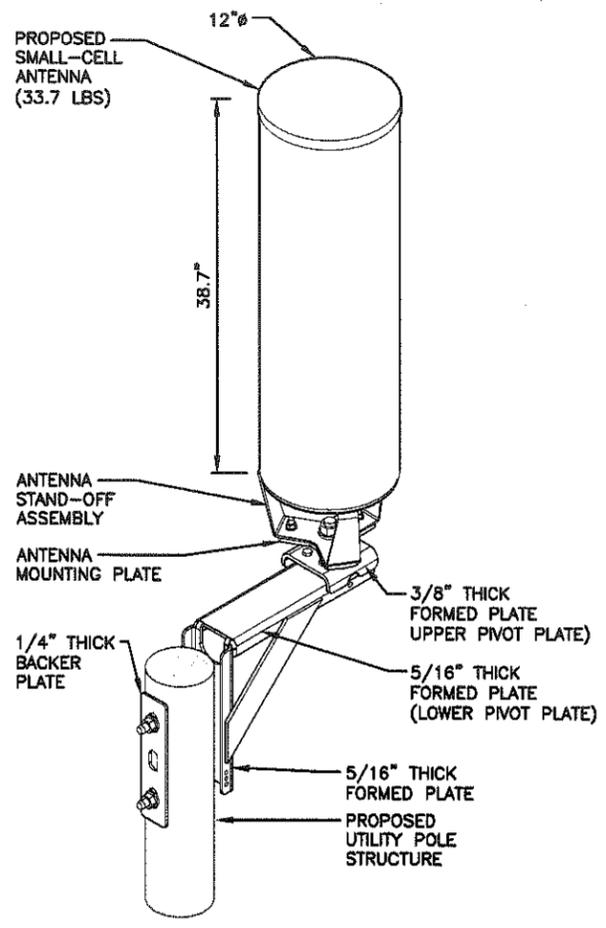
ENLARGED RRH PLAN 3
22x34 SCALE: 1"=1'-0" L-3
11x17 SCALE: 1/2"=1'-0"
GRAPHIC SCALE 0 5 1 2 3 FEET

LEASE EXHIBIT:
THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

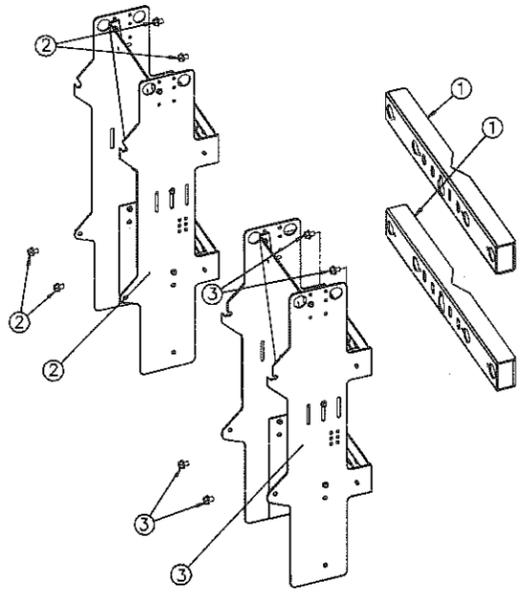
NOTE ON STRUCTURAL ASSESSMENT OF UTILITY POLE:
BEFORE ISSUANCE OF ATTACHMENT LICENSE, UTILITY POLE OWNER HAS COMPLETED INDUSTRY-STANDARD STRUCTURAL ANALYSIS TO CONFIRM THAT POLE HAS STRUCTURAL CAPACITY TO SUPPORT THE ATTACHMENTS PROPOSED, BASED ON STANDARDS SPECIFIED IN: (1) NATIONAL ELECTRICAL SAFETY CODE (LATEST EDITIONS); AND (2) NSI 05.1 - 2008 SPECIFICATIONS AND DIMENSIONS FOR WOOD POLES (LATEST EDITION).

ELECTRICAL NOTES:
120-240V, 1-PHASE, 3 WIRE;
USE MILBANK MODEL NO.:
U2272-RL-5T9-BL METER
SOCKET

USE SQUARE D MODEL NO.:
Q0816L100RBCP LOAD CENTER

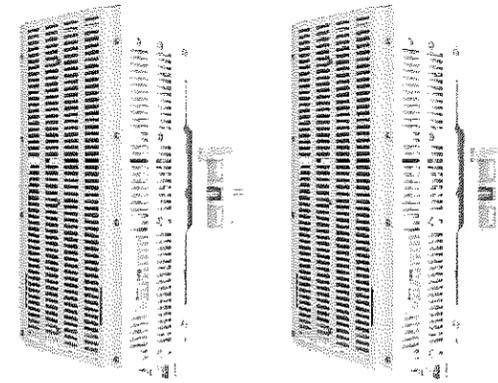


ANTENNA MOUNT DETAIL 4
SCALE: N.T.S. L-3

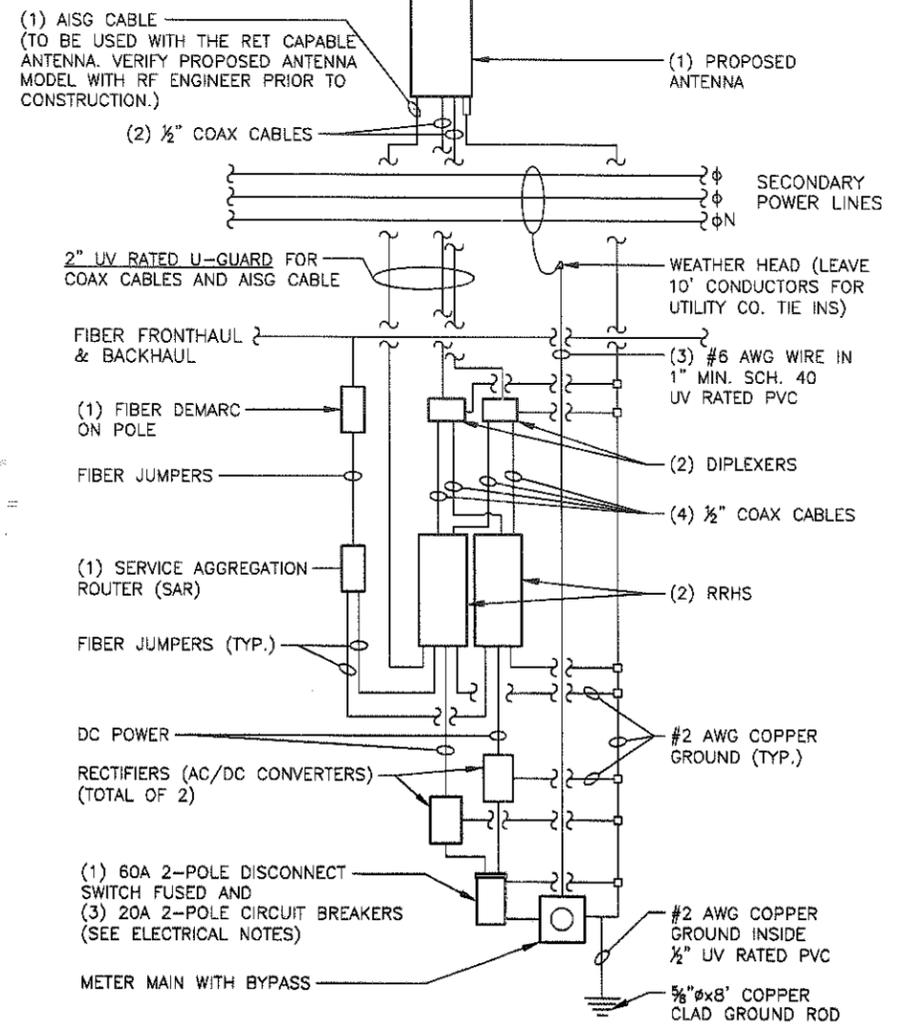


ITEM	DESCRIPTION	QTY.
1	MOUNT	2
2	700 OR AWS RRH RACK W/ SUPPLIED HARDWARE	1
3	AWS RRH RACK W/ SUPPLIED HARDWARE	1

- (2) DUAL RRH BRACKET - 27"x3"x2" - 19 LBS
- (1) AWS RRH - 25.8"Hx12"Wx7.3"D - 56.9 LBS
- (1) 700 RRH - 21.6"Hx12"Wx9"D - 57.2 LBS
- (2) RECTIFIER - 14.1"Hx8.3"Wx3.5"D - 14.1 LBS
- (1) ROUTER - 2.6"Hx15"Wx10"D -
- (2) DIPLEXER - 7.7"Hx8.0"Wx1.6"D - 4.4 LBS



RRH & MOUNTING BRACKET 5
SCALE: N.T.S. L-3



GENERAL WIRING DIAGRAM - DUAL RRHs 5
SCALE: N.T.S. L-3

LEASE EXHIBIT

Hudson Design Group, Inc.
1600 OSGOOD STREET
BUILDING 20 NORTH, SLITE 3090
N. ANDOVER, MA 01845
TEL: (978) 557-5553
FAX: (978) 336-5594

CHECKED BY: JX
APPROVED BY: DPH

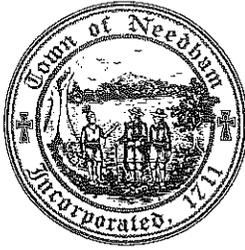
SUBMITTALS			
REV.	DATE	DESCRIPTION	BY
6	09/21/17	REVISED PER COMMENTS	GA
5	02/23/17	REVISED ADDRESS	AN
4	11/15/16	REVISED PER NEW STANDARDS	AN
3	10/27/16	REVISED ANTENNA CENTERLINE	AN
2	07/19/16	REPLACED UTILITY POLE	CF
1	07/13/16	REVISED PER COMMENTS	CF
0	06/28/16	LEASE EXHIBIT	CF

SITE NAME:
DOVER N SC02 MA

SITE ADDRESS:
SOUTH STREET
NEEDHAM, MA 02492

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
L-3



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 November 14, 2017** upon petition of Cellco Partnership d/b/a Verizon Wireless dated **October 16, 2017** to install one (1) small cell wireless antenna, and all necessary sustaining and protecting fixtures, on an existing utility pole, located on a public way on South Street in Needham, MA. The antenna is camouflaged so that it will be indistinguishable from typical electric transformers commonly seen on utility poles in Needham and municipalities throughout the Commonwealth, and its installation will remedy the existing wireless coverage and capacity gaps that Verizon Wireless has identified in its wireless network in the Needham area. The following is the public way or part of way along which the cell antenna above referred to may be installed: Verizon Site Name Dover N SC02 MA, Utility Pole Number 2/152 on South Street, Needham, closest intersecting street is Wilson Lane.

A public hearing is required and abutters should be notified.

If you have any questions regarding this petition, please contact Joshua Lanzetta of McLane Middleton, at 603-628-1362.

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

BOARD OF SELECTMEN

Dated: October 27, 2017

**CELL ANTENNA
SOUTH ST @ WILSON LANE**

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
ANDERSEN, RONALD & BASS GROUP LIMITED	ANDERSEN, ANN L.	1360 SOUTH ST	NEEDHAM	MA	02492	1992090000400000	1360 SOUTH ST
BASSETT, KENNETH + HERRING, JEFFREY	BASSETT, DEBORAH F.	26 FULLER STREET	DEDHAM	MA	02026	199209000005000000	1346 SOUTH ST
HARDY, RICHARD C. PRYOR, WILLIAM L & POTTER MOUNTAIN REALTY LLC	C/O NEEDHAM ENTERPRISES LLC	1327 SOUTH ST	NEEDHAM	MA	02492	199211000008000000	1327 SOUTH ST
PSIKARAKIS, ANTHONY & FRYBERGER, DATES F., JR	O'HARE, DEIRDRE	105 CHESTNUT ST SUITE 28	NEEDHAM	MA	02492	199210000001000000	6 CHARLES RIVER ST
GIANCIOPOPO, MICHAEL CENTOLA, JOSEPH P.	MOORE DEBORAH PRYOR	1347 SOUTH ST	NEEDHAM	MA	02492	19921000000213470	1347 SOUTH ST
		20 CHARLES RIVER ST	NEEDHAM	MA	02492	199210000003000000	20 CHARLES RIVER ST
		1361 SOUTH ST	NEEDHAM	MA	02492	199210000004000000	1361 SOUTH ST
		15 WILSON LANE	NEEDHAM	MA	02492	199209000006000000	15 WILSON LN
		1316 SOUTH ST	NEEDHAM	MA	02492	199209000026000000	1316 SOUTH ST
		11 CHARLES RIVER ST	NEEDHAM	MA	02492	199211000009000000	11 CHARLES RIVER ST
	C/O KARVER CORP.	113 WINTER ST	HOPKINGTON	MA	01748	19921000000213450	1345 SOUTH 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. *Handwritten Signature*



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

MEETING DATE: 11/14/2017

Agenda Item	Eversource Reliability Project Update
Presenter(s)	Ray Miyares, Special Counsel Eversource Representatives

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Attorney Miyares will update the Board on the status of the petition of Eversource at the Energy Facilities Siting Board. Eversource representatives will provide the Board with an update on the project status.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	None
3.	BACK UP INFORMATION ATTACHED
	a. Project Update Notice



TOWN OF NEEDHAM

TOWN HALL

Needham, MA 02492-2669

Office of the
BOARD OF SELECTMEN

TEL: (781) 455-7500

FAX: (781) 449-4569

PROJECT UPDATE – EVERSOURCE ENERGY – WEST ROXBURY TO NEEDHAM RELIABILITY PROJECT

The Board of Selectmen will receive an update on the Eversource Energy –West Roxbury to Needham Reliability Project at its meeting on November 14, 2017 in Powers Hall at the Needham Town Hall at 7:15 p.m. The purpose of the meeting is to understand the current proposed project, timeline, and outcomes. Eversource will attend the meeting to present the current project and their activities to complete the project plan. You are being notified because your property abuts the route under consideration by the Energy Facilities Siting Board (EFSB) for the location of a new transmission line.

In March 2016, Eversource Energy presented its “West Roxbury to Needham Reliability Project” plans to the Board of Selectmen. The plan that Eversource has filed with the Energy Facility Siting Board would remove a section of the existing overhead transmission line that runs along the MBTA Right of Way and bury it in a duct bank, predominantly below public roads.

The Board of Selectmen held a public hearing on April 27, 2017 to gather further input on the route options and to determine whether to take a position as to whether one of the routes, either the preferred route or the noticed alternative, was more advantageous to the Town. At its meeting on June 27, 2017, the Board expressed its preference for the “Noticed Alternative Route,” but did not support use of the Valley Road residential neighborhood.

Following that vote, while still during the siting process, Eversource proposed to use the noticed alternative route, which still includes the Valley Road residential neighborhood, rather than the prior preferred route. It is likely that the noticed alternative route will be approved by the EFSB. The EFSB has given Eversource a deadline of December 28th to submit a complete plan for the project along this route, which is why the Company has been performing testing and survey work in the area recently.

The public is welcome to attend the project update meeting. The Board invites all residents and interested parties to submit questions in advance to the Board of Selectmen, Needham Town Hall, 1471 Highland Avenue, Needham MA 02492 or by email to selectmen@needhamma.gov. Audience members will also be able to submit questions the night of the meeting. Information on this project can be viewed on the Town’s website at: www.needhamma.gov/eversource.



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

MEETING DATE: 11/14/2017

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

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



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

MEETING DATE: 11/14/2017

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

e-mailed 10/24/17

**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
2017 OCT 23 AM 11:58

Event Manager Name (Name that will appear on license)	Robert T. Timmerman II Fr. Daniel Kennedy-Needham Knights of Columbus
Event Manager Address	1211 Highland Avenue Needham MA 02492
Event Manager Phone Number	office 781-449-1492 c311 781-589-4227
Organization Representing (if applicable)	Fr. Daniel Kennedy- Needham Knights of Columbus
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	<input checked="" 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	Trivia Night
Date of Event	November 10, 2017
License is for Sale of: <input checked="" type="checkbox"/> Wines & Malt Beverages Only <input type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)	
Requested Time for Liquor License	FROM: 6:30 TO: 11:30 PM
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 checked="" type="checkbox"/> YES \$25.00 /per ticket <input 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?	75
Name & address of event location. Please attach proof of permission to use this facility. Fr. Daniel Kennedy - Needham Knights of Columbus 1211 Highland Avenue Needham MA 02492	
Who will be serving the alcohol to your guests? Paid Bartender Jessica Freeland (TIPS Certificate on file in BOS office)	
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). Jessica Freeland certificate on file	
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 to be purchased from and sold by paid, trained bartender from temporary location within Knights of Columbus Hall	
<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: 10/23/17



Father Daniel J. Kennedy
Needham Knights of Columbus

TRIVIA NIGHT

To Benefit

Fisher House Boston

***To ease the burden of our Veterans and their families during difficult times.
To serve those who have served.***

Fisher House Boston's mission is to be responsive to the needs of our guests and go above and beyond what the VA can provide. We strive to meet the basic comfort needs of our guests, as well as enhance the healing and supportive environment of the house, during some of the most difficult times in our guest's lives.

And

**The Father Daniel J. Kennedy Needham
Knights of Columbus Scholarship Fund**

Scholarships will be awarded to high school graduates who have been
accepted into college

WHEN: FRIDAY NOVEMBER 10, 2016

**LOCATION: K OF C HALL - 1211 HIGHLAND AVE.,
NEEDHAM**

DOORS OPEN AT 6:30 PM

**HOSTED BY BOSTON RADIO PERSONALITY MIKE
"SARGE" RILEY**

ADMISSION \$25.00 - ADMISSION FOR VETERANS \$15.00

**INCLUDES A LIGHT DINNER BUFFET & PRIZE FOR
WINNING TEAMS**

CASH BAR (BEER AND WINE ONLY)

For more information contact Bob Timmerman at
rtimmerman1021@yahoo.com

pd. 11/1/17 CK# 5148
e-mailed 11/1/17

ONE DAY SPECIAL LICENSE
TOWN OF NEEDHAM BOARD OF SELECTMEN
EVENT INFORMATION SHEET

(Please complete and attach event flyer or other information.)

Event Manager Name (Name that will appear on license)	Susan Shaver
Event Manager Address	58 Bradford St Needham, MA
Event Manager Phone Number	781 789 6060
Organization Representing (if applicable)	Needham Community Farm
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	<input checked="" 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	Needham Community Farm Harvest Celebration
Date of Event	Nov 5, 2017 6pm - 9pm
License is for Sale of:	<input checked="" type="checkbox"/> Wines & Malt Beverages Only <input type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)
Requested Time for Liquor License	FROM: 6 TO: 9
Are tickets being sold in advance for this event?	<input checked="" type="checkbox"/> YES \$ /per ticket <input type="checkbox"/> NO
Is there an admission fee for this event?	<input checked="" type="checkbox"/> YES \$ 35 /per ticket <input 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?	~70
Name & address of event location. Please attach proof of permission to use this facility.	First Parish Church Needham
Who will be serving the alcohol to your guests?	Alexandra Gomez from Hearth Pizzeria
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).	See attached
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.	Cash Bar - wine & beer only
<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: 10-30-17

Susan Shaver

**Town of Needham
Board of Selectmen
Minutes for October 24, 2017
Needham Town Hall
Selectmen's Chamber**

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

7:00 p.m. Call to Order:
A meeting of the Board of Selectmen was convened by Chair Marianne B. Cooley. Those present were Daniel P. Matthews, John A. Bulian, Maurice P. Handel, Matthew D. Borrelli, Assistant Town Manager/Director of Finance David Davison, and Recording Secretary Mary Hunt. Town Manager Kate Fitzpatrick did not attend the meeting.

7:00 p.m. Public Hearing: Eversource Energy
Karen Johnson, Eversource Energy Representative appeared before the Board with 2 items to discuss:

1. Fair Oaks Park

Ms. Johnson requested permission to install approximately 84 feet of conduit in Fair Oaks Park. This work is necessary to provide underground electric service to 61 Fair Oaks Park.

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

Mr. Davison said all paperwork is in order. He noted however, some concern at the construction site including damage to the berm in the middle of Fair Oaks Park. He commented the DPW will address the damage when the contractor closes out the street permit.

Motion by Mr. Handel that the Board of Selectmen approve and sign a petition from Eversource Energy to install approximately 84' of conduit in Fair Oaks Park. This work is necessary to provide underground electric service to 61 Fair Oaks Park, Needham.

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

2. Highland Avenue (at Wexford Street)

Ms. Johnson requested permission to install approximately eight feet of conduit in Highland Avenue. She said this work is necessary to accommodate intersection improvements for the Town.

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

Mr. Davison said all paperwork is in order.

Motion by Mr. Handel that the Board of Selectmen approve and sign a petition from Eversource Energy to install approximately eight feet of conduit in Highland Avenue. This work is necessary to accommodate intersection improvements for the Town of Needham.

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

7:04 p.m.

Appointments and Consent Agenda:

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

APPOINTMENTS: No Appointments were made at this meeting.

CONSENT AGENDA

- 1. Accept the following donations made to the Needham Community Revitalization Trust Fund: \$250 from Edward & Carol De Lemos, \$800 from Needham Bank, and \$1500 from Ms. Nancy Farrow.**
- 2. Approve minutes from October 10, 2017 meeting.**
- 3. Approve a Special One Day Wines and Malt Beverages license for Steve Volante, of Volante Farms, to host its Pumpkinfest event on October 28, 2017 from 4:00 p.m. to 6:00 p.m. Event will be held at Volante Farms, 292 Forest Street, Needham.**
- 4. Approve two Special One Day Wines and Malt Beverages licenses for Steve Volante, of Volante Farms, to host Wine & Cheese classes on November 4, 2017 and December 9, 2017 from 2:00 p.m. to 4:00 p.m. The events will be held at Volante Farms, 292 Forest Street, Needham.**
- 5. Water & Sewer Abatement Order No. 1244**

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

7:05 p.m.

Approval of the Sale of Notes:

Dave Davison, Assistant Town Manager/Director of Finance and Evelyn Poness, Town Treasurer/Collector reviewed the results of the bond anticipation note sale and discussed upcoming borrowings with the Board.

Mr. Davison said the bond anticipation note is a renewal of a balance previously borrowed in June 2017, noting a slight pay-down on the note for the Sunita Williams Elementary School as the interest rate the Town received was lower, allowing pay-down of the principal more quickly. He said the debt is excluded; therefore taxpayers will directly benefit in the long run by paying less in taxes. Mr. Davison said he anticipates borrowing in the spring of 2018 as construction of the Williams School will be well underway and cash requirements to pay the contractor will be very high. He noted the favorable interest rate and the five bids secured by Ms. Poness.

Motion by Mr. Handel that the Board of Selectmen vote to approve and sign Motions A,B,C,D, and E:

Motion A

Move that the Board approve the sale of a \$3,425,000 General Obligation Bond Anticipation Notes (the "Notes") of the Town dated November 1, 2017 and payable August 1, 2018, at par and accrued interest plus the premiums indicated as follows:

Number	Denomination	Interest	Premium	Purchaser
R-1	\$2,425,000	2.00%	\$15,132.00	Eastern Bank
R-2	\$1,000,000	1.05%	0.00	Century Bank and Trust Company

Motion B

Move that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated October 5, 2017 and a final Official Statement dated October 17, 2017, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Motion C

Move that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Notes for the benefit of the holders of the Notes from time to time.

Motion D

Move that we authorize and direct the Treasurer to establish post issuance federal tax compliance procedures in such form as the Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the and Notes.

Motion E

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

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

Mr. Davison asked the Board to sign the documents, and noted the attendance of Town Clerk Theodora Eaton, as witness.

7:11 p.m.

Town Manager:

Dave Davison, Assistant Town Manager/Director of Finance appeared before the Board with 3 items to discuss:

1. Open Meeting Law Regulations Update

Mr. Davison updated the Board on recently revised regulations issued by the Attorney General of the Commonwealth relative to the Open Meeting Law.

He said modified regulations require visible posting of the Town's web address at Town Hall. He said new regulations also afford board and committee members the ability to remotely call in to participate in a discussion if physical attendance at the meeting is unreasonably difficult, as authorized by the Board of Selectmen. Mr. Davison said instances when postings are not required, include on-site visits to a project or program (conversation taking an official action is not allowed), attending a conference, or attending another public body's posted meeting. Mr. Davison stated the Attorney General's website indicates Needham is not in violation of the open meeting law.

Mr. Davison asked for questions or comments from the Board of Selectmen.

Mr. Borrelli said the modified regulations seem reasonable. He suggested the Town etch its website address on the glass doors of Town Hall.

Mr. Davison said meetings are currently posted on the glass doors of the handicapped entrance to Town Hall.

2. Vendor Fair Update

Mr. Davison said the Town recently held a vendor fair for local businesses telling them how they can learn about opportunities for doing business with the Town of Needham and the Commonwealth.

Ms. Cooley reiterated the suggestion of holding a vendor fair in the spring for owners of food trucks interested in doing business in Needham.

3. Town Manager Report

Mr. Davison told the Board the MBTA has connected the preemption cable necessary for the train crossing on Great Plain Avenue. He said the connection is a major hurdle in finishing up construction work in the downtown. He said that minor issues to be addressed are expected to be completed in the next four or five weeks, including the installation of lights shining upon the flagpole on the Town Common.

Mr. Davison said the MBTA completed work on the emergency stopping system on the commuter rail and will resume service on Saturday, October 28, 2017, one month ahead of schedule.

7:25 p.m.

Board Discussion:

1. MPO Annual Election October 25, 2017

Motion by Mr. Bulian that the Board vote to authorize Moe Handel to cast ballots for Michael Cahill, Mayor of Beverly, Maryjane White, Chair, Medway Board of Selectmen, Carlo DeMaria, Mayor of Everett, and Suzanne Barry, Chair, Lexington Board of Selectmen at the MPO election on October 25, 2017. Second: Mr. Borrelli. Unanimously approved 5-0.

2. Committee Reports

Mr. Borrelli updated the Board on the progress of the Memorial Park Field House design. He stated it is hoped a vote at the Annual Town Meeting will secure construction funding. A site plan was viewed. He said input has been received from the PPBC and Design Review Board, noting a Planning Board meeting is scheduled for December 12, 2017. He commented neighbors will also be asked for input in November 2017. Mr. Borrelli said construction would start after July 4th if funding is approved by Town Meeting in May 2018. He said the project is on schedule.

Mr. Matthews updated the Board on developments at Minuteman Regional High School. He said the Town's working group met last night. He said the capital project is moving forward and district membership is being restructured, noting overall school enrollment increased slightly, while Needham's enrollment at the school remained the same as last year. Mr. Matthews commented the main challenges over the next few years are capital costs for construction, noting significant bonding including a 16% increase in the Town's assessment in FY19 (to roughly \$26,000 from \$17,000 per student). He said other challenges include interest in the facility and school, noting it is a great opportunity but is costly.

Mr. Borrelli said the Town needs to understand enrollment projections and how they will affect the high school, noting Needham's enrollment is expected to increase quite a bit. He said more discussion is necessary.

3. Plastic Bag Restriction Evaluation Project

Ms. Cooley commented the Town was asked by several Needham High School students and the Green Needham Collaborative to consider restricting single use plastic bags. She said Sudbury Farms, Roche Brothers, Walgreens, and Trader Joe's attended a discussion giving their view of single use plastic bags. She noted single use paper bags are not any better, nor a great use of the earth's resources. Ms. Cooley said we are all better if people use their own bags, acknowledging we are not quite there yet. She said the stores indicated they might be willing to implement a voluntary change and are interested in attending a public hearing to hear from residents. Ms. Cooley said the Green Needham Collaborative has made a suggestion for a by-law.

Discussion ensued on environmental issues, cost of using bags, and actions of local communities that have had reported unintended consequences.

Mr. Matthews suggested developing a draft by-law and holding a public hearing.

Ms. Cooley commented it is hoped that adoption of environmental behaviors come because people think they are doing something like their neighbors.

Mr. Handel said one local merchant is willing to voluntarily stop using plastic bags even though it is more expensive. He said if larger merchants in Town restrict use, other smaller merchants will follow along.

Mr. Borrelli said he is concerned about an overreaching by-law. He said more discussion is needed. Petco and Staples were also mentioned.

Mr. Matthews said the cost of paper vs. plastic is about a factor of 10, noting bigger stores have indicated they are able to accommodate a change.

Mr. Bulian said the conversation is enlightening and encouraging, although he would not support a by-law affecting small businesses. He said small businesses should not be burdened, suggesting Green Needham Collaborative could provide a decal for stores choosing to participate in a restrictive use program. He commented he supports a slower approach instead of rushing into a new by-law.

Ms. Cooley said a proposal will be drafted by the Town Manager for the Board of Selectmen to consider and a public hearing will be scheduled.

7:53 p.m.

Adjourn:

Motion by Mr. Handel that the Board of Selectmen vote to adjourn the Board of Selectmen meeting of October 24, 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=>

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:		
Water Irrigation:		
Water Admin Fees		
Sewer Sales:		
Transfer Station Charges:		

Total Abatement: -\$1,724.40

Order #: 1245

Read and Approved:


Assistant Director of Public Works
11/8/2017


Director of Public Works

For the Board of Selectmen

Date: 11/14/17

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 Y/N
DB	O'Neil	Suzanne	30261	13858	147	Standish Road	\$0.00	-\$191.70	-\$182.70	-\$374.40	ACC	N
DB	Castagna	Adele	19133	10360	2	Vara Lane	\$0.00	-\$64.50	-\$61.80	-\$126.30	ACC	N
DB	Yampolsky	Leslie	19693	10814	60	Gary Road	\$0.00	-\$28.80	-\$26.52	-\$55.32	ACC	N
JO	Council on Aging (3)						\$0.00	-\$308.70	-\$859.68	-\$1,168.38	COA	N
Total:										-\$1,724.40		

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