

BOARD OF SELECTMEN

June 26, 2013

Needham Town Hall

REVISED Agenda

	6:45	Informal Meeting with Citizens <i>One or more members of the Board of Selectmen will be available between 6:45 and 7:00 p.m. for informal discussion with citizens. While not required, citizens are encouraged to call the Selectmen's Office at (781) 455-7500 extension 204 in advance to arrange for an appointment. This enables the Board to better assure opportunities for participation and respond to citizen concerns.</i>
1.	7:00	Swearing in of New Selectman
2.	7:00	Shade Tree Hearing – 526 Grove Street • Edward Olsen, Tree Warden/Parks & Forestry Superintendent
3.	7:00	Public Hearing Verizon – Wildwood Drive • Ellen Joy, Verizon
4.	7:00	Public Hearing Verizon & NSTAR- Arch Street • Ellen Joy, Verizon • Maureen Carroll, NSTAR
5.	7:05	Public Hearing – Transfer of Liquor License/Manager – Rice Barn, 1037 Great Plain Avenue • Roy Cramer, Attorney • Charlermpol Intha, Proposed Manager
6.	7:15	Downtown Streetscape Working Group- Interim Report • Tom Jacob, Chairman
7.	7:35	Preview of updated Town Website • Roger MacDonald, Director Information Technology • Sandy Cincotta, Support Services Manager
8.	7:45	Approve Sale of Bonds & Notes • David Davison, Assistant Town Manager/Finance
9.	7:55	Town Manager • Review of Goals • Town Manager's Report
10.	8:25	Board Discussion • Committee Reports • Non Essential Water Use Restriction
11.	8:35	Executive Session Exception 3

APPOINTMENTS

1.	New Years Needham Committee	Sheri Edsall (term expires 6/30/14) Nancy Spargo-Barber (term expires 6/30/14)
2.	Conservation Commission	Peter Oehlkers (term expires 6/30/2016)
3.	Various Boards & Committee	Reappointment List Attached

CONSENT AGENDA *=Backup attached

1.	Accept donations made to the Needham Health Department’s Domestic Violence Action Committee from the following: \$50 from The Marins of Needham; \$25 from Paul C. Mazzio of Needham; \$10 from Bruce and Gail Lustig of Needham; and \$50 from Mr. George W. Noyes of Needham.				
2.	Accept \$150 donation made to Needham Youth Services from the Needham High School Anime Club. The monies will be used to help fund programs that Youth Services offer to the residents of Needham.				
3.	Accept the following donations made to the Needham Off-Leash Dog Park gift account: \$50 from Stephen Franco; \$50 from John & Judith Currie; \$50 from Jeff Loumis; \$50 from Diane Saltzberg; \$500 from Caren & Stu Carpenter/Copley Motorcars; \$50 from Julie Bailit; \$25 from Elizabeth Strauss; \$50 from Dedham Institute for Savings.				
4.*	Water & Sewer Abatement, Order #1164				
5.*	Approve Amendment to Application of Innovative Distributing Concepts, LLC d/b/a Bin Ends, which comports with the ownership listing filed with and pending approval by the Alcoholic Beverages Control Commission.				
6.	Approve and sign Ambulance Abatements for \$560 and \$25 which have been submitted by the Fire Department.				
7.*	Approve a Special One Day Wine and Malt Beverages Only License for Suzanne Kajunski of Needham Pool and Racquet Club to hold its Summerfest event on Thursday, July 18, 2013 from 6:00 p.m. to 9:00 p.m. at Needham Pool and Racquet Club, 1550 Central Avenue, Needham.				
8.	Grant permission for the following resident to hold a Block Party:				
Name	Address	Party Location	Date	Rain Date	Time
Jerome Kassel	174 Parker Road	153-159 Parker Road	9/7/2013	9/8/2013	3-8pm

Board of Selectmen Board Committee Reappointments June 26, 2013

Term Expiration	Name	Committee
6/30/2016	Peter Friedenberg	Board of Appeals
6/30/2016	Jon Schneider	Board of Appeals
6/30/2016	Tom Loughran	Cable Television Advisory Board
6/30/2016	Leon Foster	Commission on Disabilities
6/30/2016	Jeanie Martin	Commission on Disabilities
6/30/2016	Karen A Peirce	Commission on Disabilities
6/30/2016	Lita Young	Community Preservation Committee
6/30/2016	Janet C Bernardo	Conservation Commission
6/30/2016	Michael Wilcox	Council of Economic Advisors
6/30/2016	Bob Hentschel	Council of Economic Advisors
6/30/2016	Tom Jacob	Council of Economic Advisors
6/30/2016	Roma Jean Brown	Council On Aging
6/30/2016	Eilene Kleiman	Council On Aging
6/30/2016	Colleen Schaller	Council On Aging
6/30/2016	Michael A. Mahoney	Golf Course Advisory Committee
6/30/2016	Richard M Reilly	Golf Course Advisory Committee
6/30/2016	Robert Boder	Historical Commission
6/30/2016	Richard C. Hardy	Historical Commission
6/30/2016	Miles Shore, M.D.	Historical Commission
6/30/2016	Abdul Cader Asmal	Human Rights Committee
6/30/2016	Cynthia A Ganung	Human Rights Committee
6/30/2016	Niels H Fischer	Insurance Advisory Committee
6/30/2016	Paul Winnick	Insurance Advisory Committee
6/30/2015	Janice E Berns	Local Emergency Planning Committee
6/30/2015	Paul F. Buckley Jr	Local Emergency Planning Committee
6/30/2015	Christopher Coleman	Local Emergency Planning Committee
6/30/2015	John D Fountain	Local Emergency Planning Committee
6/30/2015	Donald Anastasi	Local Emergency Planning Committee
6/30/2015	Bill Arsenaault	Local Emergency Planning Committee
6/30/2015	Seymour Bigman	Local Emergency Planning Committee
6/30/2015	Kevin Burke	Local Emergency Planning Committee
6/30/2015	Tom Campbell	Local Emergency Planning Committee
6/30/2015	Donna M Carmichael	Local Emergency Planning Committee
6/30/2015	Meg Femino	Local Emergency Planning Committee
6/30/2015	Kate Fitzpatrick	Local Emergency Planning Committee
6/30/2015	Wolfgang K Floitgraf	Local Emergency Planning Committee
6/30/2015	Alan Glou	Local Emergency Planning Committee
6/30/2015	Natasha Glushko	Local Emergency Planning Committee
6/30/2015	Sheila Hamwey	Local Emergency Planning Committee
6/30/2015	Joanne Kossuth	Local Emergency Planning Committee
6/30/2015	John Kraemer	Local Emergency Planning Committee
6/30/2015	Chip Laffey	Local Emergency Planning Committee
6/30/2015	Kenneth P. Leclair	Local Emergency Planning Committee

Board of Selectmen Board Committee Reappointments June 26, 2013

6/30/2015	David Levine	Local Emergency Planning Committee
6/30/2015	Kathy Lewis	Local Emergency Planning Committee
6/30/2015	Robert Lewis	Local Emergency Planning Committee
6/30/2015	Roger Scott Macdonald	Local Emergency Planning Committee
6/30/2015	Heather Mackay	Local Emergency Planning Committee
6/30/2015	Joe Mackinnon	Local Emergency Planning Committee
6/30/2015	Marc Mandel	Local Emergency Planning Committee
6/30/2015	Ann Martello	Local Emergency Planning Committee
6/30/2015	Richard Merson	Local Emergency Planning Committee
6/30/2015	Mark Gibbons	Local Emergency Planning Committee
6/30/2015	Susan Pacheco	Local Emergency Planning Committee
6/30/2015	James Pollard	Local Emergency Planning Committee
6/30/2015	Vincent Roy	Local Emergency Planning Committee
6/30/2015	Michael Schwinden	Local Emergency Planning Committee
6/30/2015	Mimi Stamer	Local Emergency Planning Committee
6/30/2015	Kevin Trottier	Local Emergency Planning Committee
6/30/2015	Annemarie Walsh	Local Emergency Planning Committee
6/30/2014	Richard S Creem	MBTA Advisory Board
6/30/2016	Timothy C. Kickham	Needham Community Revitalization Trust Fund
6/30/2016	Robert Boder	Needham Community Television Dev Corp
6/30/2016	Tom Loughran	Needham Community Television Dev Corp
6/30/2016	Robert Stegman	Needham Community Television Dev Corp
6/30/2014	Arthur Crocker	New Years Needham Committee
6/30/2014	Marci Cutler	New Years Needham Committee
6/30/2014	Kimberly McCollum	New Years Needham Committee
6/30/2014	Helen Newton	New Years Needham Committee
6/30/2014	Janet Rubenstein	New Years Needham Committee
6/30/2014	David Montgomery	Regional Transportation Advisory Council
6/30/2016	John W Day	Registrars of Voters
6/30/2016	William F. Connors	Solid Waste Disposal/Recycling Advisory
6/30/2016	Irwin Silverstein	Solid Waste Disposal/Recycling Advisory
6/30/2014	Daniel P Matthews	Subcommittee to Study the Minuteman Scho
6/30/2016	Helen Newton	Taxation Aid Committee
6/30/2016	Kenny Freundlich	Technology Advisory Board
6/30/2016	Clifford Hayden	Technology Advisory Board
6/30/2016	Wade M. Davis	Technology Advisory Board
6/30/2016	Michael M Mathias	Technology Advisory Board
6/30/2014	David S. Tobin	Town Counsel
6/30/2016	Mark A. Rosen	Traffic Management Advisory Committee
6/30/2016	Jeffrey MacMann	Traffic Management Advisory Committee
6/30/2016	Donna Mullin	Traffic Management Advisory Committee
6/30/2016	Duncan Allen	Transportation Committee
6/30/2016	Richard S Creem	Transportation Committee
6/30/2016	Tom Loughran	Water/Sewer Rate Structure Committee
6/30/2016	John Tallarico	Water/Sewer Rate Structure Committee



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

MEETING DATE: 6/26/2013

Agenda Item	Swearing in of New Selectman
Presenter(s)	Tedi Eaton, Town Clerk

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
The Town Clerk will swear in the new selectmen after the Special Town Election on Tuesday, June 25, 2013.			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
3.	BACK UP INFORMATION ATTACHED	YES	NO
a. Board of Selectmen Membership 1950 - 2013			

Town of Needham Board of Selectmen (1950 - 2013)

Spring Town Election							Three Selectmen elected each for one year term
1950-51		Edward J. Stewart	George M. Pond	Emery S. Doane			
1951-52		Edward J. Stewart	George M. Pond	Emery S. Doane			
1952-53		Edward J. Stewart	George M. Pond	Frank E. Godfrey			
1953-54		Edward J. Stewart	George M. Pond	Frank E. Godfrey			
1954-55		Edward J. Stewart	Everett C. Cross	Philip F. Foss			
1955-56		Edward J. Stewart	Everett C. Cross	Philip F. Foss			
1956-57		Marian F. Keith	Everett C. Cross	Philip F. Foss			By vote of
1957-58							STM 11.14.1955, changed number of
1958-59	Clarke H. Wertheim	Peter W. Carre					BOS from 3 to 5, Effective 1956
1959-60			J. Roland Ackroyd	Philip F. Foss			town election.
1960-61							
1961-62	Clarke H. Wertheim	Peter W. Carre	J. Roland Ackroyd	Philip F. Foss			
1962-63			Paul F. Saint				
1963-64		Marian F. Keith					
1964-65	Clarke H. Wertheim	Peter W. Carre					
1965-66							
1966-67		Henry D. Hersey		Philip F. Foss			
1967-68	Clarke H. Wertheim						
1968-69		Henry D. Hersey					1968-69
1969-70			Paul F. Saint	Philip F. Foss			1969-70
1970-71	Richard M. Salamone						1970-71
1971-72		Henry D. Hersey					1971-72
1972-73			John C. Hatch	H. Phillip Garrity, Jr.			1972-73
1973-74	Richard M. Salamone						1973-74
1974-75		Henry D. Hersey					1974-75
1975-76			E. Loretta Reynolds	H. Phillip Garrity, Jr.			1975-76
1976-77	Richard M. Salamone						1976-77
1977-78		Henry D. Hersey					1977-78
1978-79	Richard M. Salamone		E. Loretta Reynolds	Francis A. Faccetti			1978-79
1979-80	H. Phillip Garrity, Jr.						1979-80
1980-81		Henry D. Hersey					1980-81
1981-82			Marcia M. Carleton	Francis A. Faccetti			1981-82
1982-83	H. Phillip Garrity, Jr.						1982-83
1983-84		Henry D. Hersey					1983-84
1984-85			Marcia M. Carleton	Francis A. Faccetti			1984-85
1985-86	H. Phillip Garrity, Jr.						1985-86
1986-87		Sally B. Davis					1986-87
1987-88			Marcia M. Carleton	David F. Edridge, Jr.			1987-88

Town of Needham Board of Selectmen (1950 - 2013)

1988-89	H. Phillip Garrity, Jr.	Sally B. Davis	John D. Marr, Jr.	Marcia M. Carleton	David F. Edridge, Jr.	1988-89
1989-90						1989-90
1990-91	H. Phillip Garrity, Jr.	Sally B. Davis	John D. Marr, Jr.	Marcia M. Carleton		1990-91
1991-92				Ted Owens	David F. Edridge, Jr.	1991-92
1992-93	H. Phillip Garrity, Jr.	Sally B. Davis	John D. Marr, Jr.			1992-93
1993-94				Ted Owens		1993-94
1994-95					David F. Edridge, Jr.	1994-95
1995-96					William M. Powers	1995-96
1996-97						1996-97
1997-98	Daniel P. Matthews	John H. Cogswell	John D. Marr, Jr.			1997-98
1998-99				Ted Owens	William M. Powers	1998-99
1999-00						1999-00
2000-01	Daniel P. Matthews	John H. Cogswell	Gerald A. Wasserman			2000-01
2001-02				Colleen Schaller	William M. Powers	2001-02
2002-03	Daniel P. Matthews					2002-03
2003-04						2003-04
2004-05		John H. Cogswell	Gerald A. Wasserman			2004-05
2005-06				James G. Healy	John A. Bulian	2005-06
2006-07	Daniel P. Matthews	John H. Cogswell	Gerald A. Wasserman			2006-07
2007-08						2007-08
2008-09	Daniel P. Matthews	Denise C. Garlick	Gerald A. Wasserman	James G. Healy	John A. Bulian	2008-09
2009-10		James G. Healy				2009-10
2010-11		Matthew D. Borrelli		Maurice P. Handel	John A. Bulian	2010-11
2011-12	Daniel P. Matthews					2011-12
2012-13						2012-13
2013-14						2013-14
2014-15					John A. Bulian	2014-15
2015-16	Daniel P. Matthews					2015-16
2016-17						2016-17
2017-18						2017-18
2018-19						2018-19
2019-20						2019-20

Board of Selectmen

AGENDA FACT SHEET for 06/26/13

Agenda Item: 7:00 pm Public Hearing for the removal of one (1) Public Shade Tree at 526 Grove St.

Presenter: Edward Olsen, Tree Warden / Parks & Forestry Superintendent

1. **BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:** Miriam Sheehan at 526 Grove St.. has petitioned for the removal of one Red Maple tree located on Town Property. Mrs. Sheehan is concerned about the location of this Town tree. The tree obstructs her view while exiting her property. The tree is located within the Town layout on the grass berm between the stone wall and the roadway. The base of the tree is approximately 20 ft. from the existing driveway apron, on the right side. The Tree Warden recommends granting permission for the removal of the 23 1/2 inch Sugar maple. He further recommends that the tree be removed at the owner's expense using a contractor pre approved by the Town.

2. **VOTE REQUIRED BY BOARD OF SELECTMEN:** ☒ Yes ☐ NO (circle one)

Under M.G.L. Ch 87, Requires a Vote by the Board of Selectmen

Suggested Motions:

1. "That the Board vote to approve and sign the Public Shade Tree Hearing Form for the removal of one 23 1/2 -inch Sugar maple tree in front of 526 Grove St.."

BACK UP INFORMATION ATTACHED:

1. Legal Ad published in Needham Times, issues 6/13/13, 6/20/13
2. List of Notified Abutters
3. Public Shade Tree Hearing Approval Form
4. Request Letter from M. Sheehan to E. Olsen dated 4/30/13
5. Approval Letter from Tree Warden E. Olsen to B.O.S. dated 6/26/13

4. **SIGN OFF/APPROVAL REQUIRED:** (circle one)

- | | | | | |
|---------------------|--------------------------------------|--------------------------|----|-------|
| a. Town Admin. | ☒ Yes | ☐ No | NA | _____ |
| b. Town Counsel | ☒ Yes | ☐ No | NA | _____ |
| c. Finance Director | ☒ Yes | ☐ No | NA | _____ |
| d. Comptroller | ☒ Yes | ☐ No | NA | _____ |

Staff use: Disposition by BOS:

Action taken: _____

Present on future Agenda: _____

Refer to/Inform: _____

Report back to BOS by: _____

Needham Times paper

6/13/13

Legal Ad

DPW/TREE HEARING 6/26/13
LEGAL NOTICE
TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

NOTICE is hereby given that Miriam Sheehan of 526 Grove St. has petitioned for the removal of one (1) PUBLIC SHADE TREE at 526 Grove St. on the right front of the property.

SPECIES
Double-Trunked Red Maple

DIAMETER
21 & 10 inches

CONDITION
Fair

Permission is respectfully requested to remove one (1) Public Shade Trees, which they consider to be a hazard to their property.

A PUBLIC HEARING will be held in the Office of the Board of Selectmen, Town Hall, 1471 Highland Ave., Needham, Massachusetts at 7:00 P.M., Wednesday the 26th day of June, 2013, at which time and place all interested persons may appear and be heard.

Needham Board of Selectmen

AD#12955486
Needham Times 6/13, 6/20/13

Needham Times paper

6/20/13

Legal Ad

DPW/TREE HEARING 6/26/13
LEGAL NOTICE
TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT.

NOTICE is hereby given that Miriam Sheehan of 526 Grove St. has petitioned for the removal of one (1) PUBLIC SHADE TREE at 526 Grove St. on the right front of the property.

SPECIES
Double Trunked Red Maple

DIAMETER
21 & 10 inches

CONDITION
Fair

Permission is respectfully requested to remove one (1) Public Shade Trees, which

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A PUBLIC HEARING will be held in the Office of the Board of Selectmen, Town Hall, 1471 Highland Ave., Needham, Massachusetts at 7:00 P.M., Wednesday the 26th day of June, 2013, at which time and place all interested persons may appear and be heard.

Needham Board of Selectmen

AD#12955496
Needham Times 6/13, 6/20/13

526 GROVE ST

<u>PARCEL ID</u>	<u>St No.</u>	<u>Street</u>	<u>Owner Names</u>	<u>Owner Address</u>	<u>Mailing Address</u>		
					<u>OWNER</u>	<u>CITY</u>	<u>State</u>
199/221.0-0001-0000.0	603	CHARLES RIVER ST	LAURENCE, WILLIAM M. + LAURENCE, SUSAN E.	603 CHARLES RIVER	NEEDHAM	NEEDHAM	MA
199/221.0-0002-0000.0	0	CHARLES RIVER ST	LAURENCE, WILLIAM M. + LAURENCE, SUSAN E.	603 CHARLES RIVER STREET	NEEDHAM	NEEDHAM	MA
199/221.0-0026-0000.0	8	PINE HILL DR	MEYER, ALLEN A. III & MEYER, KATHLEEN M.	8 PINE HILL DRIVE	NEEDHAM	NEEDHAM	MA
199/221.0-0035-0000.0	526	GROVE ST	SHEEHAN, GREGORY D, TR & SHAPIRO, ROBERT N, TR	526 GROVE STREET	NEEDHAM	NEEDHAM	MA
199/222.0-0005-0002.0	0	CHARLES RIVER ST	GREENWAY, JULIA L., CORNWELL, ALICE G. + 634 CHARLES RIVER ST		NEEDHAM	NEEDHAM	MA
199/222.0-0006-0000.0	0	CHARLES RIVER ST	GREENWAY, H.D.S., TR & GREENWAY, JOY B., TR	634 CHARLES RIVER ST	NEEDHAM	NEEDHAM	MA
199/223.0-0023-0000.0	499	GROVE ST	HIRSHLAND, MICHAEL J. & HIRSHLAND, ADRIA B.	499 GROVE ST	NEEDHAM	NEEDHAM	MA
199/223.0-0024-0000.0	517	GROVE ST	RYAN, MATTHEW W. & AMY A. TRS & LOCARNO, GEORGE M. TR	517 GROVE ST	NEEDHAM	NEEDHAM	MA
199/223.0-0025-0000.0	529	GROVE ST	CHEN, JOSEPH H + CHEN, MICHAELINE P	529 GROVE ST	NEEDHAM	NEEDHAM	MA
199/223.0-0026-0000.0	541	GROVE ST	NECTOW, BARRY S. & NECTOW, DIERDRE D.	541 GROVE ST	NEEDHAM	NEEDHAM	MA

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





Town of Needham-DPW
Parks and Forestry Division

500 Dedham Ave.
Needham, MA 02492
781-455-7550, ext. 316

ABUTTER'S NOTICE

TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

NOTICE is hereby given that Miriam Sheehan of 526 Grove St. have petitioned for the removal of one (1)

PUBLIC SHADE TREE

as follows: At 526 Grove. on the right front of the property

<u>SPECIES</u>	<u>DIAMETER</u>	<u>CONDITION</u>
<u>Double trunked Red Maple</u>	<u>21 & 10 inches</u>	<u>Fair</u>

Permission is respectfully requested to remove one (1) Public Shade Tree.

A PUBLIC HEARING will be held in the Office of the Board of Selectmen, Town Hall, Needham, Massachusetts at 7:00 P.M., Wednesday the 26th day of June, 2013, at which time and place all interested persons may appear and be heard.

If you have any questions, please call my office at 781-455-7550 ext 316.

NOTICE

TOWN OF NEEDHAM PUBLIC WORKS DEPARTMENT

NOTICE is hereby given that Miriam Sheehan of 526 Grove St. has petitioned for the removal of one (1) PUBLIC SHADE TREE

as follows: At 526 Grove. on the right front of the property

<u>SPECIES</u>	<u>DIAMETER</u>	<u>CONDITION</u>
<u>Double trunked Red Maple</u>	<u>21 & 10 inches</u>	<u>Fair</u>

Permission is respectfully requested to remove one (1) Public Shade Tree.

A PUBLIC HEARING will be held in the Office of the Board of Selectmen, Town Hall, Needham, Massachusetts at 7:00 P.M., Wednesday the 26th day of June, 2013, at which time and place all interested persons may appear and be heard.

Tree Removal Petition:

☒

APPROVED

☐

NOT APPROVED

Needham Board of Selectmen

Miriam Sheehan
526 Grove Street
Needham, MA 02492



April 30, 2013

Mr. Edward Olson
Needham Tree Warden
Needham Department of Public Works
470 Dedham Avenue
Needham, MA 02492

Re: Removal of Tree next to Wall to 526 Grove Street

Dear Mr. Olson:

Thank you for following up on my inquiry regarding removal of the tree to the right of our driveway (when facing the house). This tree is blocking our view of cars going around the corner onto Grove Street from Charles River Street. The obstructed view creates a significant hazard not only for us but for drivers and bicyclists coming around the corner.

We would like to formally request that the tree be removed and would appreciate your activating the process for removal.

Many thanks,

Miriam Sheehan

(w) (617) 419-3172



Town of Needham-DPW
Parks and Forestry Division

500 Dedham Ave.
Needham, MA 02492
781-455-7550, ext. 316

June 26, 2013

Board of Selectmen
Town Hall
Needham, MA 02492

RE: TREE REMOVAL AT 526 Groove Street

Dear Members of the Board:

Miriam Sheehan of 526 Groove St. has petitioned for the removal of one double trunked Red maple located on Town Property. Mrs. Sheehan has vehicular safety concerns due to her lack of visibility because of the location of this Town tree. The tree is located within the Town layout on the grass berm between the sidewalk and roadway. Since I found the tree in fair condition, not a hazard to the public a Public Shade Tree Hearing is required.

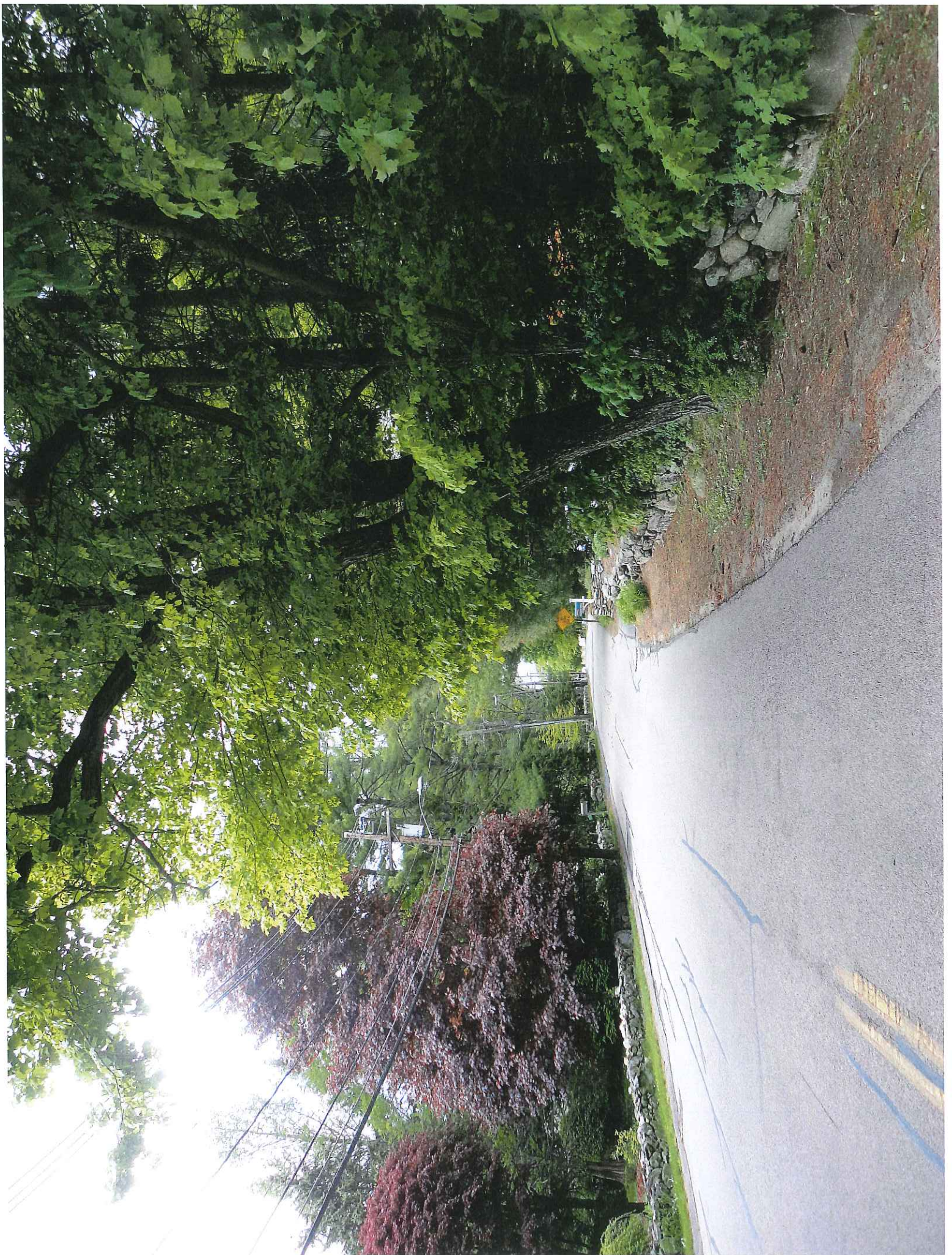
Therefore, in keeping with previous Town policy on the removal of live trees, and in accordance with Massachusetts General Laws Chapter 87 Section 3, and after public hearing, I recommend granting permission for the removal of the 21 -inch Red Maple. I further recommend that this tree is removed at the owner's expense by a contractor approved by the Town Of Needham.

There is not adequate space for a tree replacement at this location.

Sincerely,

Edward J. Olsen
Tree Warden / Superintendent, Parks and Forestry Division











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

MEETING DATE: 6/26/2013

Agenda Item	Public Hearing: Verizon Petition for Wildwood Drive
Presenter(s)	Ellen Joy, Verizon

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
Verizon requests permission to install approximately 255 feet of direct buried inner duct and one new handhole on Wildwood Drive for new FIOS service to 69 Wildwood Drive. The Department of Public Works has approved this petition, based on Verizon's commitment to adhere to 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.			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
Suggested Motion: Move that the Board of Selectmen approve and sign petition from Verizon to install approximately 255 feet of direct buried inner duct and one new handhole on Wildwood Drive for new FIOS service to 69 Wildwood Drive.			
3.	BACK UP INFORMATION ATTACHED	YES	NO
(Describe backup below) a. Letter of Application b. Petition c. Order d. Petition Plan e. Notice Sent to Abutters f. List of Abutters			



June 7, 2013

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

RECEIVED
2013 JUN -7 PM 2:55
ADMINISTRATION OFFICE
PUBLIC WORKS DEPARTMENT
TOWN OF NEEDHAM

Enclosed please find one petition (6ABZRT) from Verizon New England Inc. to install approximately 255 feet of direct buried inner duct and one new handhole on Wildwood Drive for new FIOS service to 69 Wildwood Drive.

Notice to abutters is required as well as a public hearing.

Sincerely,

Ellen M. Joy
Verizon Right of Way Manager
125 High Street, Oliver Tower, Floor 5
Boston, MA 02110
Phone: 617-743-4524
Fax: 617-737-2771
Email: ellen.m.joy@verizon.com

OK to proceed
TMR, Engr.
6/14/13
OK Rpmerson, DPW
6/14/13

enc

PETITION FOR CONDUIT LOCATION-CITIES AND TOWNS

To the Board of Selectmen

of **Needham**, Massachusetts

VERIZON NEW ENGLAND INC. requests permission to lay and maintain underground conduits and manholes, with the wires and cables to be placed therein, under the surface of the following public way or ways:

Wildwood Drive

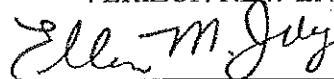
The petition proposes to install approximately 255' of direct buried inner duct from an existing handhole at 93 Wildwood Drive to a new proposed handhole at 69 Wildwood Drive all as shown on Plan #6ABZRT.

Also for permission to lay and maintain underground conduits, manholes, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

Plan marked-6ABZRT dated June 4, 2013 showing location of conduit to be constructed is filed herewith.

VERIZON NEW ENGLAND INC.

By



Right of Way Manager

Dated this 4th day of June, 2013.

ORDER FOR CONDUIT LOCATION

In Board of Selectmen of the Town of **Needham**, Massachusetts

ORDERED:

That permission be and hereby is granted the VERIZON NEW ENGLAND INC. to lay and maintain underground conduits and manholes, with the wires and cables to be placed therein, under the surface of the following public way or ways as requested in petition of said Company dated the June 4, 2013.

Wildwood Drive

To install approximately 255' of direct buried inner duct from existing handhole at 93 Wildwood Drive to a proposed new handhole at 69 Wildwood Drive for new FIOS service to 69 Wildwood Drive.

Substantially as shown on plan marked Verizon New England Inc., No. **6ABZRT** dated **06/04/13** - filed with said petition. Also that permission be and hereby is granted said VERIZON NEW ENGLAND INC. to lay and maintain underground conduits, manholes, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

The foregoing permission is subject to the following conditions:

1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Board of Selectmen or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Companies hereunder one duct not less than three inches in diameter shall be reserved and maintained free of charge for the use of the fire and police telephone and telegraph signal wires belonging to the Town and used by it exclusively for municipal purposes.
3. Said Companies shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition said Companies shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being had to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Companies shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of **Needham**, Massachusetts, held on the _____ day of _____ 2013.

Clerk of Selectmen

We hereby certify that on _____ 2013, at _____ o'clock _____ M. at _____
_____ a public hearing was held on the petition of the VERIZON NEW ENGLAND INC. for
permission to lay and maintain underground conduits, manholes and connection, with the wires and cables to be placed therein,
described in the order herewith recorded, and that we mail at least seven days before said hearing a written notice of the time and
place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the
ways or parts of ways upon which the Companies are permitted to construct the lines of said Companies under said order. And
that thereupon said order was duly adopted.

Selectmen of the Town of Needham, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of location order, and certificate of hearing with notice adopted by the
Board of Selectmen of the Town of Needham, Massachusetts, on the _____ day of _____ 2013, and recorded
with the records of location orders of said Town, Book _____ Page _____. This certified copy is made under the
provisions of Chapter 166 General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

PETITION PLAN **VERIZON NEW ENGLAND INC**

Municipality: NEEDHAM, Massachusetts

No. 6ABZRT

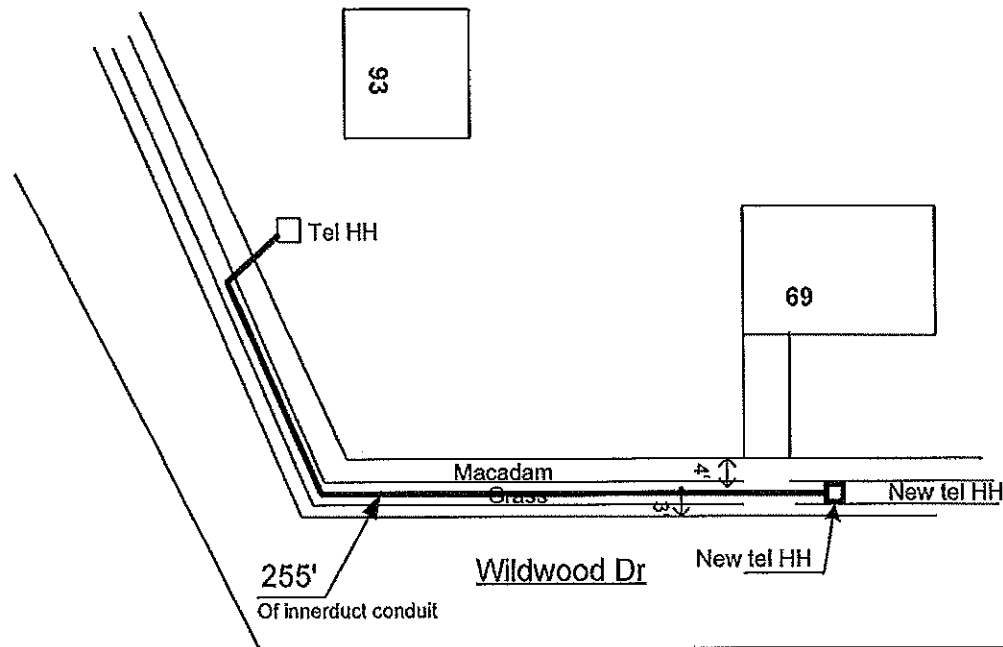
Electric-Power Co.: N/A

Date: 06/04/2013

Showing: PROPOSED NEW INNERDUCT AND HANDHOLE

Proposed: Proposed new innerduct from HH at 93 Wildwood Drive and New HH at 69 Wildwood Drive

Purpose: for new Fios service to 69 Wildwood Drive



*Drawing Not To Scale
 All Distances Are Approximate*

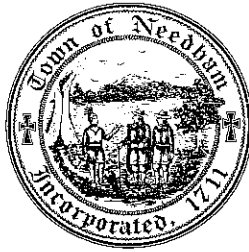
Prepared By: Philippe Desroses 781 849-6313

LEGEND

Checked By: _____

- | | |
|---|---|
| <ul style="list-style-type: none"> - Existing J.O. Pole to Remain* - Existing Verizon N.E. Inc. S.O. Pole to Remain** - Existing Verizon N.E. Inc. Location to be Held Jointly - Existing Verizon N.E. Inc. Pole Location to be Abandoned - Existing Verizon N.E. Inc. Manhole - Existing Verizon N.E. Inc. Buried Cable - Existing Verizon N.E. Inc. Conduit | <ul style="list-style-type: none"> - Proposed J.O. Pole Location* - Proposed Verizon N.E. Inc. S.O. Pole Location** - Existing Power Co. Location to be Held Jointly - Existing Power Co. Pole Location to be Abandoned - Existing J.O. Pole Location to be Abandoned* - Proposed Verizon N.E. Inc. Manhole Location - Proposed Verizon N.E. Inc. Conduit Location - Proposed Verizon N.E. Inc. Buried Cable Location |
|---|---|

*J.O. indicates Poles Jointly-Owned by Verizon N.E., Inc. & Power Co.
 **S.O. indicates Poles Solely Owned by Verizon N.E., Inc. or Power Co.



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 June 26, 2013** upon petition of Verizon dated **June 7, 2013** to install approximately 255 feet of direct buried inner duct and one new handhole on Wildwood Drive. This work is necessary to provide new FIOS service to 69 Wildwood Drive, Needham. A public hearing is required and abutters should be notified.

If you have any questions regarding this petition, please contact Verizon representative, Ellen Joy at 617-743-4524.

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

BOARD OF SELECTMEN

Dated: June 17, 2013

69 WILDWOOD DRIVE

<u>PARCEL ID</u>	<u>St No.</u>	<u>Street</u>	<u>Owner Names</u>	<u>Owner Address</u>	<u>Mailing Address</u>	
199/203.0-0059-0000.0	41	WILDWOOD DR	BERMAN, EDWARD + JOAN A., TRS. BERMAN REALTY TRUST	41 WILDWOOD DR	<u>OWNER CITY</u> NEEDHAM	<u>OWNER ZIP</u> 02492
199/203.0-0064-0000.0	50	WILDWOOD DR	SWIRBALUS, JOAN D., TR & SWIRBALUS, JOSEPH J, TR	50 WILDWOOD DR	NEEDHAM	02492
199/203.0-0065-0000.0	60	WILDWOOD DR	KOTTMAN, CECILIA KAY, TR	60 WILDWOOD DR	NEEDHAM	02492
199/203.0-0066-0000.0	69	WILDWOOD DR	ROSENBLUM, HOWARD S. + ROSENBLUM, LORI S.	69 WILDWOOD DR	NEEDHAM	02492
199/203.0-0067-0000.0	93	WILDWOOD DR	RAMOS, FREDERCK M. II & STARMER, ROBERT J.	93 WILDWOOD DR	NEEDHAM	02492
199/203.0-0068-0000.0	101	WILDWOOD DR	STILLER, JENNIFER R. & STILLER, MARC A.	101 WILDWOOD DR	NEEDHAM	02492
199/203.0-0069-0000.0	108	WILDWOOD DR	MURRAY, MARY C.	108 WILDWOOD DR	NEEDHAM	02492
199/203.0-0070-0000.0	94	WILDWOOD DR	CHAMOUN, NASSIB G & CHAMOUN, MAUREEN K	130 FOX HILL RD	NEEDHAM	02492
199/203.0-0071-0000.0	84	WILDWOOD DR	BARKER, JULIE P	84 WILDWOOD DR	NEEDHAM	02492

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: 6/26/2013

Agenda Item	Public Hearing: Verizon and NSTAR Petition for Arch Street
Presenter(s)	Ellen Joy, Verizon and Maureen Carroll, NSTAR

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
Verizon and NSTAR request permission to install one anchor and sidewalk guy at existing Pole #234/1 on Arch Street. This work is necessary on Arch Street in order to remove a tree guy wire from the abutting property at 289 Hillcrest Road. The Department of Public Works has approved this petition, based on Verizon and NSTAR's commitment to adhere to 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.			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
<u>Suggested Motion:</u> Move that the Board of Selectmen approve and sign petition from Verizon and NSTAR to install one anchor and sidewalk guy at existing Pole #234/1 on Arch Street. This work is necessary on Arch Street in order to remove a tree guy wire from the abutting property at 289 Hillcrest Road.			
3.	BACK UP INFORMATION ATTACHED	YES	NO
(Describe backup below) a. Letter of Application b. Petition c. Order d. Petition Plan e. Notice Sent to Abutters f. List of Abutters			

RECEIVED

2013 JUN 12 AM 9:19

ADMINISTRATION OFFICE
PUBLIC WORKS DEPARTMENT
TOWN OF NEEDHAM



June 7, 2013

Chairman
Board of Selectmen
Town of Needham
1471 Highland Avenue
Needham, MA 02492
Arch St. for 289 Hillcrest Rd.

Enclosed please find one joint petition (6ABYM4) from Verizon New England Inc. and Nstar Electric to install one anchor and guy at exiting Pole #234/1 on Arch Street in order to remove a tree guy wire from the abutting property at 289 Hillcrest Road.

Notice to abutters is required as well as a public hearing.

Sincerely,

Ellen M. Joy

Ellen M. Joy
Verizon Right of Way Manager
125 High Street, Oliver Tower, Floor 5
Boston, MA 02110
Phone: 617-743-4524
Fax: 617-737-2771
Email: ellen.m.joy@verizon.com

enc

OK to
proceed
Mm, Engr.
6/14/13
OK R. P. Merson, DPW
6/14/13

PETITION FOR NEW JOINT POLE LOCATION

June 7, 2013

To the Board of Selectmen

of Needham, Massachusetts

VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC COMPANY request permission to locate pole(s), wires, cables and fixtures, including anchors, guys and other such necessary sustaining and protecting fixtures, along and across the following public way:

Arch Street

One Anchor & Guy

The petition proposes to install one jointly owned anchor and sidewalk guy at existing Pole #234/1 on Arch Street at the side of 289 Hillcrest Road. This petition is necessary in order to remove an existing guy wire that is attached to a tree at 289 Hillcrest Road.

Wherefore they ask that they be granted a location for and permission to erect and maintain pole(s), wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said pole(s) to be erected substantially in accordance with the plan filed herewith marked-VERIZON No. 6ABYM4 dated 06/07/2013.

Also for permission to lay and maintain underground laterals, conduits, cables and wires in the above or intersecting public ways for the purpose of making connections with such pole(s), conduits and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said pole(s) for the fire and police telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

VERIZON NEW ENGLAND INC.

By

Ellen M. Jay
Manager Rights of Way

Dated this 21st day of June, 2013.

NSTAR ELECTRIC COMPANY

By

William D. Simon
Supervisor Rights of Way

Dated this 21st day of June, 2013.

ORDER FOR JOINT POLE RELOCATION

In Board of Selectmen of the Town of Needham, Massachusetts

Notice having been given and a public hearing held, as provided by law,
ORDERED: That the VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC COMPANY are hereby granted a joint location for and permission to erect and maintain pole(s) and their respective wires and cables to be placed thereon, together with anchors, guys and other such sustaining and protecting fixtures as said companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said companies dated the 7th day of June, 2013.

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

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked-VERIZON No. 6ABYM4 dated 6/07/2013 - filed with said petition. There may be attached to said poles by said VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC COMPANY wires and cables not to exceed the necessary amount of wires, cables and fixtures and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 16 feet elsewhere.

The following are the public ways or parts of ways along which the poles above referred to may be erected and the number of poles which may be erected thereon under this order:

~~Arch Street~~

~~One Anchor & Guy~~

The petition proposes to install one jointly owned anchor and sidewalk guy at existing Pole #234/1 on Arch Street at the side of 289 Hillcrest Road. This petition is necessary in order to remove an existing guy wire that is attached to a tree at 289 Hillcrest Road.

Also that permission be and hereby is granted to said companies to lay and maintain underground laterals, conduits, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles, conduits and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Needham, Massachusetts, held on the _____ day of _____ 2013.

Clerk of Selectmen

We hereby certify that on _____ 2013, at _____ o'clock _____ m., at the _____ a public hearing was held on the petition of the VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC COMPANY for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the companies is permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Selectmen of the Town of Needham, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Needham, Massachusetts, on the _____ day of _____ 2013, and recorded with the records of location orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

PETITION PLAN **VERIZON NEW ENGLAND INC**

Municipality: NEEDHAM, Massachusetts

No. 6ABYM4

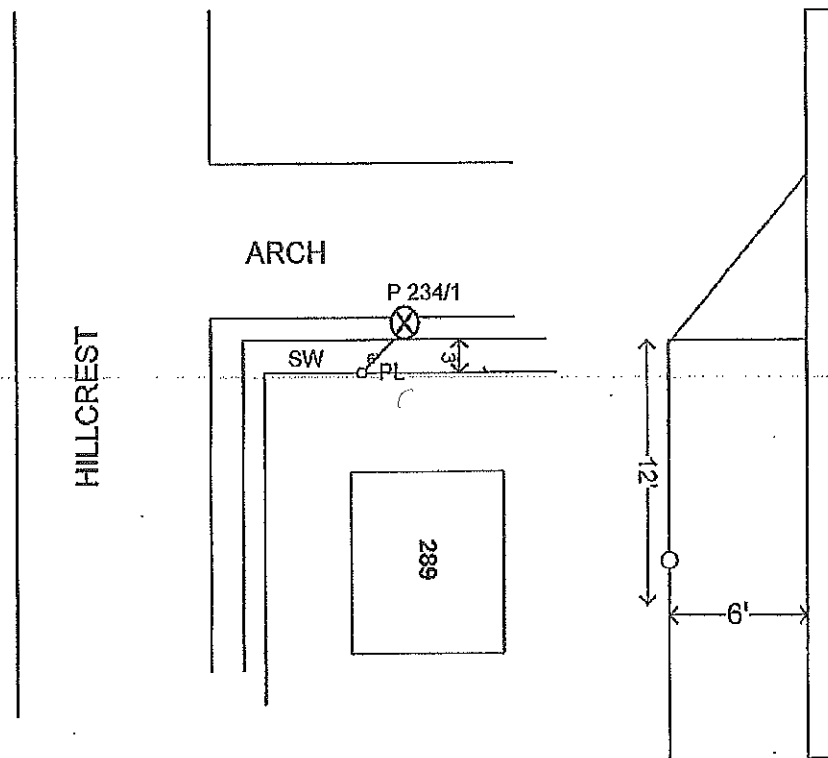
Electric-Power Co.: NSTAR

Date: 06/07/2013

Showing: PROPOSED NEW ANCHOR AND GUY

Proposed: Proposed new anchor and guy at Pole #234/1 on Arch Street

Purpose: to remove tree guy



Drawing Not To Scale
All Distances Are Approximate

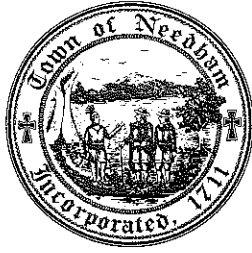
Prepared By: Philippe Desroses 781 849-6313

LEGEND

Checked By: _____

- | | |
|---|---|
| <ul style="list-style-type: none"> - Existing J.O. Pole to Remain* - Existing Verizon N.E. Inc. S.O. Pole to Remain** - Existing Verizon N.E. Inc. Location to be Held Jointly - Existing Verizon N.E. Inc. Pole Location to be Abandoned - Existing Verizon N.E. Inc. Manhole VZ Existing Verizon N.E. Inc. Buried Cable VZ ——— Existing Verizon N.E. Inc. Conduit | <ul style="list-style-type: none"> - Proposed J.O. Pole Location* - Proposed Verizon N.E. Inc. S.O. Pole Location** - Existing Power Co. Location to be Held Jointly - Existing Power Co. Pole Location to be Abandoned - Existing J.O. Pole Location to be Abandoned* - Proposed Verizon N.E. Inc. Manhole Location VZ - Proposed Verizon N.E. Inc. Buried Cable Location VZ ——— - Proposed Verizon N.E. Inc. Conduit Location |
|---|---|

*J.O. Indicates Poles Jointly-Owned by Verizon N.E., Inc. & Power Co.
 **S.O. Indicates Poles Solely Owned by Verizon N.E., Inc. or Power Co.



NOTICE

To the Record

You are hereby notified that a joint public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:00 p.m. on June 26, 2013** upon petition of Verizon and NSTAR dated **June 7, 2013** to install one anchor and sidewalk guy at existing Pole #234/1 on Arch Street in order to remove a tree guy wire from the abutting property at 289 Hillcrest Road. A public hearing is required and abutters should be notified.

If you have any questions regarding this petition, please contact Verizon representative, Ellen Joy at 617-743-4524 or NSTAR representative, Maureen Carroll at 617-369-6421.

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

BOARD OF SELECTMEN

Dated: June 17, 2013

289 HILLCREST ROAD

<u>PARCEL ID</u>	<u>St No.</u>	<u>Street</u>	<u>Owner Names</u>	<u>Owner Address</u>	<u>Mailing Address</u>		<u>OWNER ZIP</u>
199/027.0-0021-0000.0	143	FALCON ST	CAYER, STACEY	143 FALCON ST	<u>OWNER CITY</u>	<u>State</u>	02494
					NEEDHAM	MA	
199/027.0-0028-0000.0	300	HILLCREST RD	ALBRECHT, MICHAEL J.	300 HILLCREST RD	NEEDHAM	MA	02492
199/027.0-0049-0000.0	301	HILLCREST RD	NHILL, MARGARET & NHILL, DAVID R.	301 HILLCREST RD	NEEDHAM	MA	02492
199/027.0-0050-0000.0	289	HILLCREST RD	WISEMAN, DANIEL N. & WISEMAN, JILLIAN S.	289 HILLCREST RD	NEEDHAM	MA	02492
199/027.0-0051-0000.0	219	HIGHGATE ST	KAPLAN, JAY E & KAPLAN, SUSAN S	219 HIGHGATE ST	NEEDHAM	MA	02492
199/027.0-0061-0000.0	14	ARCH ST	YONCHAK, STEVEN P. & YONCHAK, DANA G.	14 ARCH ST	NEEDHAM	MA	02492
199/027.0-0062-0000.0	43	FAIRFAX RD	MOSS, ROBERT + MOSS, BARBARA L.	43 FAIRFAX RD	NEEDHAM	MA	02492

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



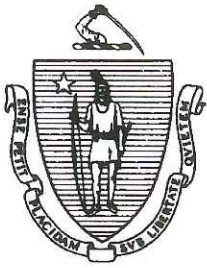


**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 6/26/2013

Agenda Item	Public Hearing – Transfer of Liquor License/Manager Banyan Tree, LLC d/b/a The Rice Barn
Presenter(s)	Roy Cramer, Attorney Chalermopol Intha, proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
Attorney Roy Cramer and Chalermopol Intha, Manager, are petitioning for a transfer of License from Banyan Tree, LLC d/b/a The Rice Barn to Zucchini Gold, LLC d/b/a The Rice Barn, a 102 seat restaurant located at 1037 Great Plain Avenue, Needham. The floorplan of The Rice Barn will remain the same. Mr. Intha has not operated a restaurant for the 12 month period immediately preceding this application and is asking the Board for a waiver of Town of Needham Regulation for the Sale of Alcoholic Beverages section 6.6.4.			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
<u>Suggested Motion:</u> Move that a.) the Board vote to approve and forward to the ABCC petition for transfer from Banyan Tree, LLC d/b/a The Rice Barn to Zucchini Gold, LLC d/b/a The Rice Barn; and b.) grant a waiver of Town of Needham Regulation for the Sale of Alcoholic Beverages section 6.6.4.			
3.	BACK UP INFORMATION ATTACHED	YES	NO
(Describe backup below) 1. Form 43 2. Petition for Transfer of Ownership 3. Application for Retail Alcoholic Beverages License 4. Manager Application 5. Articles of Organization 6. Vote of the Corporate Board 7. Site Plan 8. Lease Agreement			



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

☐ For Reconsideration

FORM 43
MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

77000012

ABCC License Number

Needham

City/Town

06/26/2013

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|--|---|---|
| ☐ New License | ☐ New Officer/Director | ☐ Pledge of License | ☐ Change Corporate Name |
| ☒ Transfer of License | ☐ Change of Location | ☐ Pledge of Stock | ☐ Seasonal to Annual |
| ☐ Change of Manager | ☐ Alteration of Licensed Premises | ☐ Transfer of Stock | ☐ Change of License Type |
| ☐ Cordials/Liqueurs Permit | ☐ Issuance of Stock | ☐ New Stockholder | ☐ Other <input type="text"/> |
| ☐ 6-Day to 7-Day License | ☐ Management/Operating Agreement | ☐ Wine & Malt to All Alcohol | |

Name of Licensee

Zucchini Gold, LLC

EIN of Licensee

30-0766818

D/B/A

The Rice Barn

Manager

Chalermopol Intha

ADDRESS: 1037 Great Plain Avenue

CITY/TOWN: Needham

STATE: MA

ZIP CODE: 02492

Annual

Annual or Seasonal

All Alcohol

Category: (All Alcohol- Wine & Malt Wine,
Malt & Cordials)

Restaurant

Type: (Restaurant, Club, Package
Store, General On Premises, Etc.)

Complete Description of Licensed Premises:

First floor retail space with two dining rooms, kitchen facilities and with egress in front and in rear. Restaurant contains 102 seats.

Application Filed: Jun 7, 2013

Date & Time

Advertised:

Date & Attach Publication

Abutters Notified: Yes ☐ No ☐

Licensee Contact Person for Transaction: Roy A. Cramer

Phone: 781-943-4030

ADDRESS: 60 Walnut Street

CITY/TOWN: Wellesley

STATE: MA

ZIP CODE: 02481

Remarks:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

ABCC Remarks:



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

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN
2013 JUN -7 A 8:53

PETITION FOR TRANSFER OF OWNERSHIP

77000012

ABCC License Number

Needham, Massachusetts

City/Town

The licensee Banyan Tree, LLC and the proposed transferee Zucchini Gold, LLC
respectfully petition the Licensing Authorities to approve the following transfer of ownership.

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

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

Name	Title	Address	Stock or % Owned
Lada Arakputhanum	President	33 Valley Road, Needham, MA 02492	45
Thomas F. Keefe	Vice President	6 Pinedale Lane, Canton, MA 02021	55

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

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

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

Name	Title	Address	Stock or % Owned
Chalernpol Intha*	Manager	72 Manchester Road, Newton, MA 02461	100

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

SIGNATURE OF LAST-APPROVED LICENSEE:

[Signature]

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

SIGNATURE OF PROPOSED TRANSFEREE:

[Signature]

Date Signed

5/31/11



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

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

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

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

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

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

77000012

LICENSEE NAME

Zucchini Gold, LLC

ADDRESS

172 N. Main Street, #9

CITY/TOWN

Mansfield

STATE

MA

ZIP CODE

02048-2272

TRANSACTION TYPE (Please check all relevant transactions):

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

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

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

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Needham, Massachusetts

1. LICENSEE INFORMATION:

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

B. Business Name (if different): The Rice Barn

C. Manager of Record: Chalermopol Intha

D. ABCC License Number (for existing licenses only): 77000012

E. Address of Licensed Premises: 1037 Great Plain Avenue

City/Town: Needham

State: MA

Zip: 02492

F. Business Phone: 781-449-8300

G. Cell Phone:

H. Email: intha@rcn.com

I. Website:

J. Mailing address (If different from E.): N/A

City/Town:

State:

Zip:

2. TRANSACTION:

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

The following transactions must be processed as new licenses:

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

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

3. TYPE OF LICENSE:

- ☒ \$12 Restaurant ☐ \$12 Hotel ☐ \$12 Club ☐ \$12 Veterans Club
☐ \$12 General On-Premises ☐ \$12 Tavern (No Sundays) ☐ \$15 Package Store

4. LICENSE CATEGORY:

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

5. LICENSE CLASS:

- ☒ Annual ☐ Seasonal

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

NAME: Roy A. Cramer

ADDRESS: Frieze Cramer Rosen & Huber LLP, 60 Walnut Street

CITY/TOWN: Wellesley STATE: MA ZIP CODE: 02481

CONTACT PHONE NUMBER: 781 943 4030 FAX NUMBER: 781 943 4040

EMAIL: rac@128law.com

7. DESCRIPTION OF PREMISES:

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

First floor retail space with two dining rooms, kitchen facilities and with egress in front and in rear. Restaurant contains 102 seats.

Total Square Footage: 3,127 Number of Entrances: 2 Number of Exits: 1

Occupancy Number: 102 Seating Capacity: 102

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

8. OCCUPANCY OF PREMISES:

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

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

Other:

Landlord is a(n): Trust Other:

Name: Triantos Thomas, Trustee Phone: 781 329 5894

Address: 198 Curve Street City/Town: Dedham State: MA Zip: 02026

Initial Lease Term: Beginning Date purchase of business Ending Date five years after

Renewal Term: 3 renewal terms Options/Extensions at: five Years Each

Rent: \$66,000.00 Per Year Rent: \$5,500.00 Per Month

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

IMPORTANT ATTACHMENTS(4):

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

Application for Retail Alcoholic Beverage License/Transfer
The Rice Barn
to
Zucchini Gold, LLC
1037 Great Plain Avenue, Needham, MA 02492

Continuation of 8. Occupancy of Premises:

Lease Term is 5 years, commencing on the date that Applicant (Tenant) purchases the business.

The rent increases each year during the 5 year term:

Year 1	\$5,550 per month
Year 2	\$5,600 per month
Year 3	\$5,650 per month
Year 4	\$5,700 per month
Year 5	\$5,750 per month

9. LICENSE STRUCTURE:

The Applicant is a(n):

LLC

Other :

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

Date of Incorporation/Organization:

02/28/2013

State of Incorporation/Organization: Massachusetts

Is the Corporation publicly traded? Yes ☐ No ☒**10. INTERESTS IN THIS LICENSE:**

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

IMPORTANT ATTACHMENTS (5):A. All individuals or entities listed below are required to complete a Personal Information Form.B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Chalernpol Intha	Manager	100%	

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

11. EXISTING INTEREST IN OTHER LICENSES:

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

Name	License Type	Licensee Name & Address
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	

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

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

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

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

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

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

Date	License	Reason of Suspension, Revocation or Cancellation

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

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

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

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

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

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

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

1. Are you a U.S. Citizen? Yes ☐ No ☐

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

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

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

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

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	
B. Purchase Price for Business Assets:	\$450,000.00
C. Costs of Renovations/Construction:	
D. Initial Start-Up Costs:	
E. Purchase Price for Inventory:	
F. Other: (Specify)	
G: TOTAL COST	\$450,000.00
H. TOTAL CASH	\$350,000.00
I. TOTAL AMOUNT FINANCED	\$100,000.00

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

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

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

Personal Funds \$350,000.00 - Source of majority of funds from sale of condominium in Marco Island, FL in February, 2013
Mortgage \$100,000.00 - Equity Line of Credit from Brookline Bank secured by Applicant's primary residence

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

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

A.		
Name	Dollar Amount	Type of Financing
Brookline Bank	\$100,000.00	Equity Line of Credit

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

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

If yes, please describe:

--

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

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

1. If yes, to whom:

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

5. Terms of Loan :

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

1. If yes, to whom:

2. Number of Shares:

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

If yes, to whom:

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

20. CONSTRUCTION OF PREMISES:

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

21. ANTICIPATED OPENING DATE:

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



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

MANAGER APPLICATION

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

1. LICENSEE INFORMATION:

Legal Name of Licensee:	Zucchini Gold, LLC	Business Name (dba):	The Rice Barn
Address:	1037 Great Plain Avenue		
City/Town:	Needham	State:	MA
		Zip Code:	02492
ABCC License Number: (If existing licensee)	77000012	Phone Number of Premise:	781 449 8300

2. MANAGER INFORMATION:

A. Name:	Chalermopol Intha	B. Cell Phone Number:	617 909 5753
C. List the number of hours per week you will spend on the licensed premises:	60		

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen:	Yes ☒ No ☐	B. Date of Naturalization:	July 27, 1983	C. Court of Naturalization:	Boston
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(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

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

If yes, please describe:

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

If yes, please describe:

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

If yes, please describe:

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

President of The Architects Forum, Inc., 72 Manchester Road, Newton, MA 02461; Massachusetts licensed architect; Telephone 617 244 4669;

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

Signature

Date

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)

Federal Identification No.: _____

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

Zucchini Gold, LLC

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

172 N. Main Street, #9, Mansfield, MA 02048-2272

- (3) The general character of the business:

see EXHIBIT "A"

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

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

NAME

ADDRESS

T. W-Roche

172 N. Main St, #9
Mansfield, MA 02048-2272

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

NAME

ADDRESS

Chalernpol Intha

FILED

FEB 28 2013

**SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION**

4

- (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

- (8) 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

- (9) Additional matters:

Signed by (by at least one authorized signatory):



CHALERMKUL INTA

Consent of resident agent:

T. W. Roche

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.

EXHIBIT "A"

To engage in the business of hospitalities, including food establishment, restaurants with and without liquor licenses, event planning, culinary arts and sciences, and any related fields within hospitality and service industries.

To engage in educational and training of hospitalities, food establishment, restaurants with and without liquor licenses, event planning, culinary arts and sciences, and any related fields within hospitality and service industries.

To acquire all or part of, or any interest in, the assets of any one or more firms, associations, or corporations engaged in any business for which a corporation may now or hereafter be organized under the law of the Commonwealth of Massachusetts. To manage the business or property of any corporation, firm or association carrying on any legal business. To carry out any one or more of the purposes and objects here in as principal, agent or otherwise. To carry on its operation and conduct business in any state, or in the District of Columbia, of the United States of America. To borrow or raise money without limitation as to amount; to create security interests in, pledge or otherwise use the assets of the business as collateral for such loans. To do any and all things and acts as are necessary or convenience to the attainment of the purpose of this corporation, or any of them, to the same extent as natural persons lawfully might or could do insofar as such acts are permitted to be done by a corporation organized under the laws of the Commonwealth of Massachusetts. To engage in any business activities which are legal under the Law of the Commonwealth of Massachusetts.

SECRETARY OF THE
COMMONWEALTH COMMONWEALTH OF MASSACHUSETTS

2013 FEB 28 AM 10: 51
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 28th day of February, 20 13, at 10:51 a.m./p.m.
time

Effective date: _____

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: \$500

1192887

FILED

FEB 28 2013

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

TO BE FILLED IN BY LIMITED LIABILITY COMPANY

Contact Information:

Chalernpol Intha

172 N. Main Street, #9

Mansfield, MA 02048-2272

Telephone: 617-244-0449

Email: intha@rcn.com

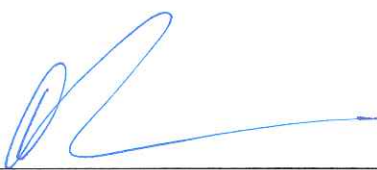
Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will
be available in the rejected queue.

**ZUCCHINI GOLD LLC
ACTION OF SOLE MEMBER AND SOLE MANAGER**

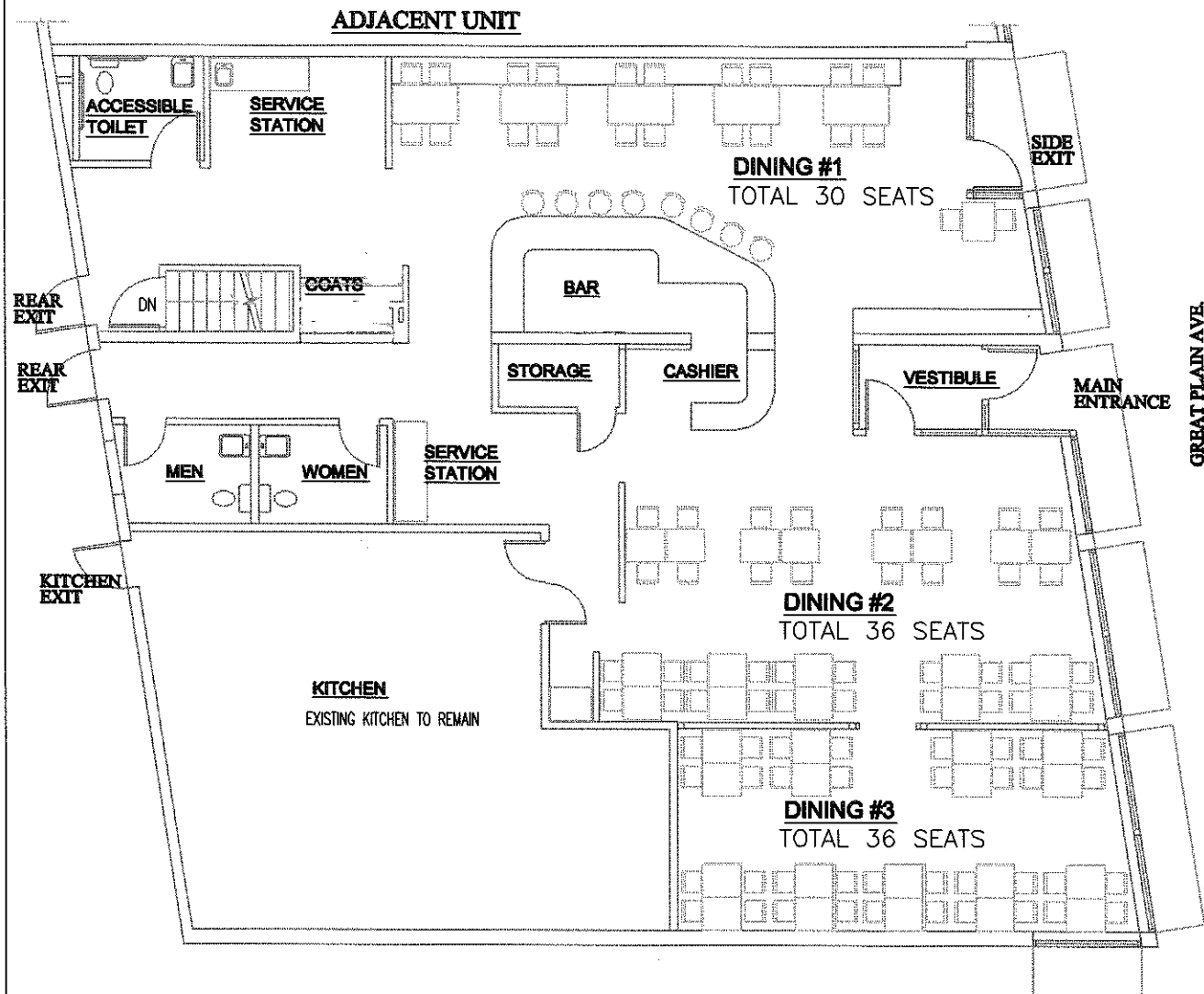
The undersigned, being the sole Member and sole Manager of Zucchini Gold LLC, a Massachusetts limited liability company (the "Company"), hereby consents to the adoption of the following votes:

- VOTED: That the Company apply to the Licensing Board for the Town of Needham, Massachusetts, for the transfer of an alcoholic beverages license to be exercised on the premises located at 1037 Great Plain Avenue, Needham, Massachusetts (the "Premises").
- VOTED: To authorize the Company's Manager to sign the application for the transfer of the license and execute on the Company's behalf any necessary papers and to do all things required relative to the granting of the license.
- VOTED: To appoint Chalernpol Intha, of Newton, Massachusetts, as the Company's manager, with as full authority and control of the Premises and of the conduct of all business therein relative to alcoholic beverages as the Company itself could in any way have and exercise if it were a natural person resident in the Commonwealth of Massachusetts and that said manager shall have all of the authority required by Sec. 26, Chap. 138, G.L.

7th IN WITNESS WHEREOF, this Consent has been executed by the undersigned as of the day of June, 2013.



Chalernpol Intha, Sole Member and Sole Manager



PROPOSED SEATING PLAN

GRAND TOTAL 102 SEATS



0 1 2 4 6 10 FEET

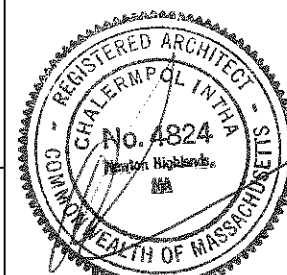
EXISTING RESTAURANT

THE RICE BARN RESTAURANT
1037 GREAT PLAIN AVENUE, NEEDHAM, MA

THE ARCHITECTS FORUM INC.
72 MANCHESTER ROAD
NEWTON, MASS. 02461
(617) 244-4669

DWG. NO.

F1



Date: Mar. 27, 2013

COMMERCIAL LEASE AGREEMENT

1. **PARTIES.** TRIANTOS THOMAS, TRUSTEE of THE GREAT PLAIN AVENUE REALTY TRUST of 198 Curve Street, Dedham, Massachusetts 02026 hereinafter called "LESSOR," which expression shall include their heirs, successors, and assigns where the context so permits, so does hereby lease to Zucchini Gold, LLC of 1037 Great Plain Avenue, Needham, Massachusetts, hereinafter individually and collectively called "LESSEE," which expression shall include their successors, executors, administrators, and assigns where the context so admits, hereby leases, the following described premises:

2. **PREMISES.** The Premises are a portion of the building known and numbered as 1037 Great Plain Avenue, Needham, Massachusetts at the street level. The use of Four (4) parking spaces are included. ~~Lessor reserves the right at any time during the term of this lease to designate the specific parking spaces Lessee may use.~~ *CF T.T.*

3. **TERM.** The Initial Term of this lease shall be for a period of five (5) years, commencing on the date that the Lessee purchases said business know as the Rice Barn and closes on the purchase and the current tenant surrenders the premises and has paid all monies due to the Lessor ("Commencement Date") and ending on date five years thereafter ("Expiration Date").

4.A. **RENT.** LESSEE shall pay to LESSOR rent ("rent") at the rates set forth below, payable in advance in monthly installments, due and payable on the first of each month, as set forth below:

<u>Period</u>	<u>Monthly Rent</u>
First 12 Month Period	\$5,550.00
Second 12 Month Period	\$5,600.00
Third 12 Month Period	\$5,650.00
Fourth 12 Month Period	\$5,700.00
Fifth 12 Month Period	\$5,750.00

Any payment of rent or any other monetary sum due hereunder from LESSEE to LESSOR which is up to fifteen (15) days late shall be subject to a late charge of five percent (5%) of such late payment,

At such time as the Lessee completes his purchase of the business and the current tenant surrenders the premises, and this Lease Agreement is executed by the Lessor and Lessee, the Lessee shall pay to LESSOR \$5,550.00 for the first month's rent and \$10,500.00 for a security deposit. No interest on said last month's rent deposit or the security deposit shall be paid to LESSEE.

4.B. **ADDITIONAL RENT.** LESSEE acknowledges and agrees that this Lease is a "Triple Net" Lease. As of the Commencement Date, LESSEE shall pay to LESSOR as additional rent Forty percent (40%) of all "Operating Expenses" incurred by LESSOR for each leaser year. The term "Operating Expenses" means the aggregate of all costs and expenses incurred by LESSOR in connection with the operation, maintenance,

cleaning and management of LESSOR's property (not otherwise provided for herein), including without limitation premiums for all insurance maintained by LESSOR*, costs of any repairs, replacements, maintenance performed by the Lessor to the building/premises, costs of any maintenance of grounds or, any snow removal performed by the Lessor, replacements of floor coverings, i, roof repairs, compensation, insurance premiums and cleaning of the building or the lessor's property, all real estate taxes, assessments, license fees, linkage fees, and all other governmental charges and impositions of every kind or nature, including without limitation assessments for public improvements or benefits, which shall, with respect to the Term be laid, assessed, levied, confirmed or imposed upon or become due or payable or a lien upon LESSOR's property or any part thereof (but excluding income, estate and inheritance taxes), and all other costs and expenses now or hereafter customarily incurred in connection with the operation, management, cleaning and maintenance of property. Notwithstanding anything foregoing to the contrary, the Lessee shall not be responsible for any capital expenses regarding the structure of the building or roof. Any of the services hereunder may be performed by subsidiaries or affiliates of LESSOR, provided that the contracts for the performance of such services shall be competitive with similar contracts and transactions with unaffiliated entities for the performance of such services and comparable buildings in the greater Boston area. Payment of such additional rent shall be paid by LESSEE when and as designated by notice in writing by LESSOR. Payment shall be paid quarterly within ten days of billing. LESSOR shall furnish copies of the underlying bills to LESSEE when an Additional Rent request is made by LESSOR. (*Notwithstanding anything contained herein to the contrary, so long as Centre Cafe, or any successor in business at its location, is paying for its own insurance, the LESSEE shall pay fifty percent (50%) of the Lessor's cost of insuring the building of which the leased premises are a part.) In the event that the occupant (or any successor) of the space now held by Centre Cafe no longer pays its own insurance the Lessee shall then be responsible for 40% of the insurance cost. Notwithstanding anything contained herein to the contrary, the LESSEE shall pay forty percent (40%) of the real estate taxes levied against the building of which the leased premises are a part.

5. UTILITIES. LESSEE shall pay for all of LESSEE'S utilities, whether they are separately metered or not, including but not limited to heat, hot and cold water, air conditioning, electricity, telephone, oil, and gas. In the event that a utility is not separately metered then LESSEE shall pay its proportionate share of said cost. LESSEE shall be responsible for the installation, maintenance, repair and replacement of any and all utilities and systems serving the Premises, including but not limited to the electrical system, plumbing system, ventilation system, heating system, hot water heater, air conditioning unit, and all fire suppression and sprinkler systems, if Lessee, installs one. Notwithstanding anything contained herein to the contrary, in the event that the Lessee has to replace the HVAC system servicing the Premises, then the Lessor agrees to contribute Thirty percent (30%) of the cost.

LESSOR shall have no obligation to provide utilities or equipment. In the event LESSEE requires additional utilities, mechanical systems, or equipment, the installation, repair and maintenance thereof shall be LESSEE'S sole obligation, provided that such installation shall be subject to the written consent of LESSOR.

6. USE OF LEASED PREMISES. LESSEE shall use the Premises only for the purpose of a restaurant. Any violation of this paragraph shall be an immediate breach of this lease for which LESSOR can terminate the lease as provided in paragraph 17.

7. COMPLIANCE WITH LAWS. LESSEE acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the Premises are situated, or which tend to degrade the economic status of the building. LESSEE is responsible for obtaining all permits and licenses required to operate its business for the purposes set forth herein. Additionally, LESSEE shall at his sole cost and expense comply with all applicable federal, state, local, laws, rules, regulations and ordinances including but not limited to environmental and hazardous waste laws, and the Americans with Disabilities Act.

8. FIRE INSURANCE. LESSEE shall not permit any use of the Premises which will make voidable any insurance on the property of which the Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. LESSEE shall on demand reimburse LESSOR, and all other tenants, all extra insurance premiums caused by LESSEE'S use of the Premises.

9. MAINTENANCE. A. LESSEE'S OBLIGATIONS. LESSEE agrees to maintain the Premises in good condition, damage, by fire and other casualty only excepted; and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Premises are now in good order and the glass whole. LESSEE shall not permit the Premises to be overloaded, damaged, stripped, defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the Premises. LESSEE shall be responsible for the installation, maintenance, repair, and replacement of all mechanical and, utility systems (and all fixtures forming a part thereof) which service the leased premises, or any part thereof, including without limitation the electrical system, plumbing system, ventilation system, heating system, hot water heater, air conditioning unit, and all fire suppression and sprinkler systems, automatic sprinkler systems and any and all other systems serving the Premises.

LESSEE shall be responsible for its own trash removal. LESSEE agrees that all areas around the exterior of the building will be kept clean, neat and odor-free, with special attention to be paid to the garbage collection area. LESSEE shall have a pest control company treat the demised premises as needed at LESSEE' s sole cost and expense.

LESSEE shall keep the Premises clean and orderly and free from insects and rodents. In addition, if and when the Premises are inspected by local or state health department inspectors, LESSEE agrees to furnish to LESSOR copies of all inspection reports and citations.

LESSOR shall not be responsible for removal of snow and ice from the premises or

from the area surrounding the premises.

LESSEE, at his sole cost and expense, shall be responsible to install automatic sprinklers, in the event they are required by the Town of Needham or the Commonwealth of Massachusetts. LESSEE, at his sole cost and expense, shall be responsible to make the Premises compliant with the Americans with Disabilities Act.

LESSEE, at his sole cost and expense, shall be responsible to operate his business and keep and maintain the Premises in compliance with all environmental and hazardous waste laws including but not limited to M.G.L. Chapter 21E.

LESSEE shall have the sewer drain professionally cleaned at least once every two months or more frequently as may be reasonable requested by the Lessor to prevent any "back ups".

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

10. ALTERATIONS — ADDITIONS. LESSEE shall not make structural alterations or additions to the Premises, but may make non-structural alterations provided LESSOR consents thereto in writing. All such allowed alterations shall be at LESSEE'S expense and shall be made in a good workmanlike quality. All work performed on the Premises shall be done by licensed, insured contractors and shall be done during normal business hours. LESSEE shall not permit any mechanics' liens or similar liens to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE, and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by LESSEE shall become the property of LESSOR at the termination of occupancy as provided herein. In addition, any increase in real estate tax, resulting from any of the LESSEE'S alterations or improvements, shall be paid by LESSEE.

11. ASSIGNMENT — SUBLEASING. LESSEE shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "Transfer") this lease without LESSOR'S prior written consent, which will not be unreasonably withheld. . In the event the Lessee desires to transfer this lease to a proposed new Lessee to whom Lessor consents, Lessee (and any Guarantors) shall remain liable upon all the terms, conditions and covenants hereof, will bind any Transferee to the terms and provisions of this lease. Consent by LESSOR, whether express or implied, to any Transfer shall not constitute a waiver of LESSOR'S right to prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of LESSOR'S right to terminate this lease upon any subsequent Transfer. As used herein, the term "assign" or "assignment" shall be deemed to include, without

limitation: (a) any transfer of LESSEE'S interest in the lease by operation of law, the merger or consolidation of LESSEE with or into any other firm or corporation; or (b) the transfer or sale of a controlling interest in LESSEE whether by sale of its capital stock or otherwise.

12. SUBORDINATION. This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Premises are a part and LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, provided that the holder of any future mortgage agrees to the assumption of the lease.

13. LESSOR'S ACCESS. LESSOR or agents of LESSOR may, at reasonable times, enter to view the Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the Premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the Premises a notice for letting or selling the Premises or property of which the Premises are a part and keep the same so affixed without hindrance or molestation. Notwithstanding the foregoing, LESSOR or agents of LESSOR shall be allowed access to the Premises 24 hours/day in case of emergency or for routine inspection of sanitation conditions on the Premises.

14. INDEMNIFICATION AND LIABILITY. LESSEE shall indemnify (including attorney's fees) and save LESSOR harmless from all loss and damage occasioned by LESSEE's breach of any of the terms and conditions contained in this Agreement, and anything done or permitted to be done on the Premises by LESSEE or anyone (except LESSOR or those claiming through LESSOR). The removal of snow and ice from sidewalks bordering upon the Premises shall be LESSEE'S responsibility, and LESSEE shall save LESSOR harmless from all loss and damage resulting from LESSEE'S neglect in not properly removing such snow and ice.

15. LESSEE shall indemnify (including attorney's fees) and save LESSOR harmless from all loss and damage occasioned by LESSEE's breach of any of the terms and conditions contained in this Agreement, and anything done or permitted to be done on the Premises by Lessee or anyone (accept Lessor or those claiming through Lessor) creating or causing any environmental and/or hazardous waste problems at the Premises.

16. LESSEE'S LIABILITY INSURANCE. LESSEE shall maintain with respect to the Premises and the property of which the Premises are a part of comprehensive public liability insurance in the amount of \$1,000,000 with property damage insurance in limits of \$1,000,000 in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring LESSOR as well as LESSEE against injury to persons or damage to property as provided. LESSEE shall deposit with LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide

that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

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

(a) LESSOR fails to give written notice within thirty (30) days of its intention to restore Premises, or (b) LESSOR fails to restore the Premises to a condition substantially suitable of their intended use within ninety (90) days of said fire, casualty or taking. LESSOR reserves, and LESSEE grants to LESSOR, all rights which LESSEE may have for damages or injury to the Premises for any taking by eminent domain, except for damage to LESSEE'S fixtures, property, or equipment.

18. DEFAULT AND BANKRUPTCY. In the event that:

- (a) LESSEE shall default in the payment of any installment of rent or other sum herein specified; or
- (b) LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within five (5) days after written notice thereof; or
- (c) LESSEE shall be declared bankrupt according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors; or
- (d) LESSEE or any of its employees, agents or subcontractors violates any provision of paragraph 6 hereof;

then LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this lease ended, and remove LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The parties agree that LESSEE shall not have any opportunity to cure non-payment of rent pursuant to Mass. General Laws, chapter 186, section 11A.

LESSEE shall indemnify LESSOR against all loss of rent and other payments which LESSOR may incur by reason of such termination during the residue of the term. If LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this lease, LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of LESSEE. If LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest at the rate of eighteen percent (18%) per annum and costs, shall be paid to LESSOR by LESSEE as additional rent. Notwithstanding

anything foregoing to the contrary, the Lessor realizes that he has a duty to attempt to mitigate damages and in the event of the default of the Lessee's tenancy, the Lessor shall take reasonable steps to find a new tenant for said location.

19. NOTICE. Any notice from LESSOR to LESSEE relating to the Premises or to the occupancy thereof, shall be deemed duly served if left at the Premises addressed to LESSEE, or if mailed to the Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to LESSEE. Any notice from LESSEE to LESSOR relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to LESSOR at such address as LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to LESSOR at 198 Curve Street, Dedham, Massachusetts 02026.

20. SURRENDER. LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Premises). LESSEE shall deliver to LESSOR the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, reasonable wear and tear excepted and damage by fire or other casualty excepted. If the lease terminates by acceleration or expiration of time and LESSEE does not surrender the Premises and remove his effects from the Premises, and LESSOR obtains an order of eviction from a court, then LESSOR may enter the Premises for the purpose of removing LESSEE'S goods and effects, without prejudice to any other remedies, and LESSOR may remove and store such goods and effects at LESSEE'S expense, LESSEE hereby granting LESSOR an irrevocable power of attorney to accomplish the same.

21. RELEASE AND WAIVER OF SUBROGATION. LESSEE hereby releases the LESSOR from any and all liability or responsibility to the LESSEE or anyone claiming through or under the LESSEE by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the LESSOR, or anyone for whom the LESSOR may be responsible, provided, however, that this release shall be applicable and in force and effect only to the extent permitted by law and only with respect to loss or damage occurring during such time as the LESSEE's policies contain a clause or endorsement to the effect that any such release shall not adversely affect said policies or prejudice the right of the LESSEE to recover thereunder.

22. HOLDOVER. If LESSEE remains on the Premises beyond the expiration date, and, if applicable, any option period, such holding over shall not be deemed to create any tenancy at will, but LESSEE shall be a tenant at sufferance only, at a daily rate equal to one and one half times the rent and other charges for the last year under this lease. However, all other conditions of this lease to be performed by LESSEE shall continue in force.

23. LIABILITY. LESSEE hereby agrees that any judgment, decree, or award obtained against LESSOR which is related to this lease, the Premises or LESSEE'S use or occupancy of the Premises or the building, whether at law or in equity, shall be satisfied out of LESSOR'S equity in the land and building, and further agrees to look only to such assets and to no other assets of LESSOR for satisfaction. LESSOR'S liability for maintenance and repair shall always be limited to the cost of making such repair or accomplishing such maintenance or repair. In no event shall LESSOR be liable for consequential or any indirect damages.

24. NON-WAIVER PROVISION. No acceptance by LESSOR of a lesser sum than the rent, additional rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any charge be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR'S right to recover the balance of such installment or pursue any other remedy provided in this lease.

25. NO OFFER TO LEASE. The submission of this document for examination and negotiation does not constitute an offer to lease, or reservation of, or option for, the Premises. This document shall become effective and binding only upon the execution and delivery hereof by LESSOR and by LESSEE, and until such execution and deliver, LESSOR shall not in any way be bound to enter into a lease with LESSEE for the Premises.

26. PARTIAL INVALIDITY. The invalidity of one or more phrases, sentences, clauses or articles shall not affect the remaining portions of this lease, and if any part of this lease should be declared invalid by the final order, decree or judgment of a court of competent jurisdiction, this lease shall be construed as if such invalid phrases, sentences, clauses or articles had not been inserted.

27. NO RECORDING. This lease shall not be recorded however, the parties agree, that upon the written request of the Lessee, the Lessor agrees to execute a notice of lease which shall may file with the Norfolk County Registry of Deeds by the Lessee.

28. OPTION TO EXTEND. Provided that the LESSEE is not in default of any of the provisions of this lease, then LESSEE shall have three (3) options to extend the Initial Term of the lease, each option being for an additional term of five (5) years each on the same terms and conditions as the Initial Term, with the exception of the base rent. The base rent for the first twelve months of the first extended term shall be at "fair market value" but in no event less than the base rent during the initial term adjusted by the CPI (see subparagraph (a) below). Each twelve months thereafter during the first extended term the base rent shall increase by 3%. The base rent for the first twelve months of the second extended term shall be at "fair market value" but in no event less than the base rent during the last twelve months of the first extended term adjusted by the CPI (see subparagraph (b) below). Each twelve months thereafter during the second extended term the base rent shall increase by 3%. The base rent for the first twelve months of the third extended term shall be at "fair market value" but in no event less than the base rent during the last twelve months of the

second extended term adjusted by the CPI (see subparagraph (c) below). Each twelve months thereafter during the third extended term the base rent shall increase by 3%.

Notice to exercise the above mentioned options to extend the lease term shall be given in writing by the LESSEE to the LESSOR no later than six (6) months prior to initial lease term expiration in the case of the first option to extend term; no later than six (6) months prior to the expiration of the first extended term in the case of the second option to extend; and no later than six (6) months prior to the expiration of the second extended term expiration in the case of the third option to extend.

(a) In the event of a CPI adjustment in accordance with the above terms, commencing as of the first month of the first extended term (first extended term), there shall be an adjustment in the base rent calculated by multiplying the base rent set forth in Paragraph 4 for the last twelve months of the Initial Term by a fraction, the numerator of which shall be the Price Index for the month of June 2018 and the denominator of which (for each such fraction) shall be the Price Index as of the month of the Commencement Date; PROVIDED, HOWEVER, no adjustment shall reduce the base rent to less than the base rent for the last twelve months of the Initial Term.

(b) In the event of a CPI adjustment in accordance with the above terms, commencing as of the first month of the second extended term (second extended term), there shall be an adjustment in the base rent calculated by multiplying the base rent payable for the last twelve months of the first extended term, by a fraction, the numerator of which shall be the Price Index for the month of June 2023 and the denominator of which (for each such fraction) shall be the Price Index as of the month of the Commencement Date; PROVIDED, HOWEVER, no adjustment shall reduce the base rent to less than the base rent payable during the last twelve months of the first extended term.

(c) In the event of a CPI adjustment in accordance with the above terms, commencing as of the first month of the third extended term (third extended term), there shall be an adjustment in the base rent calculated by multiplying the base rent payable for the last twelve months of the second extended term, by a fraction, the numerator of which shall be the Price Index for the month of June 2028 and the denominator of which (for each such fraction) shall be the Price Index as of the month of the Commencement Date; PROVIDED, HOWEVER, no adjustment shall reduce the base rent to less than the base rent payable during the last twelve months of the second extended term.

29. CPI is the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100)" (referred to as the "Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index.

30. INDEPENDENT COVENANTS. The covenants contained in the lease agreement are independent of each other. (1) The Lessee's payment and other obligations under this Lease are independent of the Lessor's lease obligations and (2) the Lessor will not be in default under the lease, and the Lessee may not exercise any rights or remedies against the Lessor under the lease, unless and until the Lessor has been notified in writing that a breach or

default exists under the lease and the Lessor has failed to cure such breach or default within a reasonable period of time.

31. SECURITY. LESSEE acknowledges that, in all events, LESSEE is responsible for providing security to its own Premises and personnel, and LESSEE shall indemnify, defend with counsel of LESSEE's selection provided, however the selection of such counsel shall require LESSOR's written reasonable consent, and save LESSOR harmless from any claim for injury to person or damage to property asserted by any of the personnel and employees, guests, invitees or agents of LESSEE which is suffered or occurs in or about the Premises or in or about the Building of which the Premises are a party by reason of the act of an intruder or any other person in or about the Premises or the Building of which the same are a part.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 5th day of June, 2013.

LESSOR:

The Great Plain Avenue Realty Trust

By:

Triantos Thomas
Triantos Thomas, Trustee

LESSEE:

Zucchini Gold, LLC

By:

Chalermpol Intha
Chalermpol Intha, Manager

PERSONAL GUARANTY OF LEASE. Chalermpol Intha (the "Guarantor"), individually unconditionally guarantees as primary obligor: (i) the payment by LESSEE of all of its payment obligations under the Lease, for a period not to exceed six months rental obligation, when due (including, without limitation all payments of rent, additional rent and payment of costs, attorney's fees and expenses and all damages (whether such damages are provided for in the Lease or are otherwise allowable by law) in respect of the failure by LESSEE to make any such payment strictly in accordance with the terms of the Lease (ii) the punctual performance by LESSEE of all other terms, conditions, covenants and agreements contained in the Lease to be performed or observed by LESSEE. Guarantor agrees that if for any reason whatsoever LESSEE shall fail to make any such payment or to perform or observe any such term, condition, covenant or agreement under the Lease, Guarantor shall duly and punctually pay, perform and observe the same. This Guaranty is an absolute, present and continuing guaranty of payments and performance and not of collectability and is in no way conditional or contingent upon any attempt to collect from. LESSEE any unpaid amounts due or otherwise to enforce performance by LESSEE.

GUARANTOR:

Chalermpol Intha

SS No. 016-44-0334

Address: 72 Manchester Rd
Norton, MA



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

MEETING DATE: 6/26/2013

Agenda Item	Downtown Streetscape Working Group
Presenter(s)	Tom Jacobs, Chairman Lee Newman, Planning Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
The Downtown Streetscape Working Group was established and actively got underway in early 2013. The 11 members and Town staff along with the Town consultant BETA Engineering have been getting informed about the various improvement opportunities and learning about the culture and the unique characteristics of the Town in general but more importantly the Downtown Business District. Mr. Jacobs will provide an interim report.			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	__YES	<u>x</u>NO
3.	BACK UP INFORMATION ATTACHED	__YES	<u>x</u>NO
(Describe backup below)			
None			



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

MEETING DATE: 06/26/2013

Agenda Item	Approve the Sale of Bonds and Notes
Presenter(s)	David Davison, Assistant Town Manager/Finance Evelyn Poness, Town Treasurer/Collector

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED																																																																				
We will review the results of the bond and note sales and discuss the S&P rating with the Board.																																																																					
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO																																																																		
Suggested Motions: (please note there are NINE motions to be acted upon by the Board)																																																																					
Motion A Move to approve the sale of the \$5,945,000 General Obligation Municipal Purpose Loan of 2013 Bonds of the Town dated June 28, 2013 (the "Bonds"), to Fidelity Capital Markets, a division of National Financial Services LLC at the price of \$6,110,719.60 is hereby approved and confirmed. The Bonds shall be payable on November 1 of the years and in the principal amounts and bear interest at the respective rates, as follows: <table style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;"><u>Year</u></th> <th style="text-align: left;"><u>Amount</u></th> <th style="text-align: left;"><u>Interest Rate</u></th> <th style="text-align: left;"><u>Year</u></th> <th style="text-align: left;"><u>Amount</u></th> <th style="text-align: left;"><u>Interest Rate</u></th> </tr> </thead> <tbody> <tr><td>2013</td><td>\$350,000</td><td>2.00%</td><td>2023</td><td>\$285,000</td><td>3.00%</td></tr> <tr><td>2014</td><td>335,000</td><td>3.00</td><td>2024</td><td>285,000</td><td>3.00</td></tr> <tr><td>2015</td><td>335,000</td><td>3.00</td><td>2025</td><td>285,000</td><td>3.00</td></tr> <tr><td>2016</td><td>325,000</td><td>3.00</td><td>2026</td><td>285,000</td><td>3.00</td></tr> <tr><td>2017</td><td>320,000</td><td>4.00</td><td>2027</td><td>285,000</td><td>3.25</td></tr> <tr><td>2018</td><td>290,000</td><td>4.00</td><td>2028</td><td>285,000</td><td>3.375</td></tr> <tr><td>2019</td><td>290,000</td><td>4.00</td><td>2029</td><td>280,000</td><td>3.50</td></tr> <tr><td>2020</td><td>290,000</td><td>3.00</td><td>2030</td><td>280,000</td><td>3.625</td></tr> <tr><td>2021</td><td>290,000</td><td>3.00</td><td>2031</td><td>280,000</td><td>3.75</td></tr> <tr><td>2022</td><td>290,000</td><td>3.00</td><td>2032</td><td>280,000</td><td>4.00</td></tr> </tbody> </table>				<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	2013	\$350,000	2.00%	2023	\$285,000	3.00%	2014	335,000	3.00	2024	285,000	3.00	2015	335,000	3.00	2025	285,000	3.00	2016	325,000	3.00	2026	285,000	3.00	2017	320,000	4.00	2027	285,000	3.25	2018	290,000	4.00	2028	285,000	3.375	2019	290,000	4.00	2029	280,000	3.50	2020	290,000	3.00	2030	280,000	3.625	2021	290,000	3.00	2031	280,000	3.75	2022	290,000	3.00	2032	280,000	4.00
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Motion B Move that the sale of a \$2,210,000 0.50 percent General Obligation Bond Anticipation Note, Series A of the Town dated June 28, 2013 and payable December 2, 2013 (the "Series A Notes"), to TD Securities (USA) LLC at par plus a premium of \$2,873.																																																																					



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

Motion C

Move that the sale of a \$4,300,000 0.50 percent General Obligation Bond Anticipation Note, Series B of the Town dated July 2, 2013, and payable December 2, 2013 (the "Series B Notes" and together with the Series A Notes, the "Notes"), to TD Securities (USA) LLC at par plus a premium of \$5,663.

Motion D

Move that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated June 11, 2013, and a final Official Statement dated June 18, 2013 (the "Official Statement"), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Motion E

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 June 11, 2013, and a final Official Statement dated June 18, 2013, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Motion F

Move that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Motion G

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

Motion H

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 Bonds and Notes.

Motion I

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.



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

3.	BACK UP INFORMATION	YES	NO
(Describe backup below) a. Cover Memo Dated June 21, 2013 b. Standard and Poor's Rating June 17, 2013			

dbd 06/21/2013

Memorandum

To: Board of Selectmen
From: David Davison, Assistant Town Manager/Director of Finance
CC: Kate Fitzpatrick, Town Manager; Evelyn Poness, Treasurer/Collector;
Michelle Vaillancourt, Town Accountant
Date: June 21, 2013
Re: Debt Sales

The Town maintained its "AAA" rating with Standard and Poor's, which has reaffirmed the rating, and still views Needham's outlook as stable after our review with them on Thursday, June 6, 2013. They confirmed again after our conversation that the Town's keeping to its OPEB funding schedule, our ongoing and regular review of influences that may impact the future, and debt management and planning, remain very positive attributes toward maintaining the high credit rating. The S&P June 17, 2013 rationale for the rating is attached.

Our discussion with Standard and Poor's focused on the residential real estate market, new projects in the commercial areas of town, and local economy. We mentioned the developments with Needham Crossing, such as the new data center and hotel, and the TripAdvisor corporate move to Needham. We discussed the structure and rationale for the TIF agreement for the TripAdvisor project. We also reviewed expected year end results (slightly higher than the previous review) and went over our FY2014 projections.

We discussed the FY2014 budget plan that was adopted at Annual Town Meeting and our action plan relative to cash capital for the Special Town Meeting for the fall. We elaborated on the votes taken at both the Annual Town Meeting and Special Town Meeting to set aside more funds towards the stabilization reserves and other liabilities (OPEB). We also shared with them our planned move of the OPEB financial assets to PRIT for investment. This move was seen as a prudent and thoughtful action.

We reviewed the status of major capital projects and the timing of associated borrowings; this included the Newman School project (closing out), Reservoir B Sewer Pump Station (mostly financed through the MWPAT), and the Senior Center (an early fall opening is expected). We gave an update on other major projects that are under development such as St. Mary's Pump Station, the land purchases in the downtown area for public parking and public safety parking, and future expansion capacity for the public safety building. We went over a list of pending studies that may lead to substantial appropriations for facilities such as the Hillside and Mitchell elementary schools, school administration offices, and the Rosemary pool complex. We also mentioned that funding for a facilities study was approved this spring and would provide a fresh look at the Town's public safety, public works and recreational facilities, as well as the Pollard School and Ridge Hill sites.

The Town received four competitive bids for the 20 year \$5,945,000 bond, a reflection of the Town's overall credit quality. The lowest bidder, Fidelity Capital Markets, offered a coupon rate that ranges from a low of 2.000% to a high of 4.000% per year, with a premium of \$165,719.60. The overall structure of the bid resulted in a true interest cost (TIC) of 3.021373%. This rate is on the low end of interest rates that the Town has seen, but is higher than the last several bonds approved by the Board; perhaps suggesting that the long downward trend for interest rates is near an end. However, the coupon rates are very similar to those approved by the Board for those past bonds. A summary of the bid results is attached.

The Town is also issuing two bond anticipation notes (BAN) both of which will mature on December 2, 2013. The first BAN in the amount of \$2,210,000 (series A) is to cover expenses for several capital projects. The BAN settles on June 28, 2013. The second BAN in the amount of \$4,300,000 (series B) is to pay off a similar note which matures July 2, 2013 and is either not being paid down or is being converted to a bond. When these two new BANS mature in December, the plan is to pay down a portion of the principal and to convert the balance to a bond. However, there may be a need to roll some of the principal to a new BAN. These decisions are made when we get closer to the December maturity, based on the status of the projects, and the market outlook.

The Town received four bids on its Series A \$2,210,000 bond anticipation note and four bids for its Series B \$4,300,000 BAN. The lowest bidder on both was TD Securities. TD Securities offered an interest rate of 0.50% with a premium of \$2,873.00 on the Series A note and an interest rate of 0.50% with a premium of \$5,633.00 on the Series B note. These bids result in a net interest cost (NIC) of 0.1961% and 0.1856% for Series A and B, respectively, and are the basis for the awards. These are the lowest competitive net interest rates the Town has received in some time. Although, long term rates seem to be increasing, short term rates still remain at historic lows. Attached are summaries of the bids received for the two sales.

The proceeds of the notes will fund expenses related to a number of capital projects, including the four land purchases, the HVAC work at the Newman School, the Senior Center construction, and the Town Hall project. The proceeds will also reimburse for various capital equipment purchases and improvements to Town infrastructure and facilities.

Project	Bond	Series A	Series B
37-39 Lincoln Street	605,000		
51 Lincoln Street	950,000		
59 Lincoln Street & 89 School Street	1,005,000		
Booth Street		5,000	
High Rock School		5,000	
Newman School	2,200,000	400,000	300,000
Pollard School Roof Repair			
Public Services Administration Bldg.	20,000		
Public Works Infrastructure Program	-	200,000	-
Senior Center	1,000,000	1,500,000	4,000,000
Soil Remediation	140,000		
Street & Traffic Light Improvements	25,000		
Town Hall		100,000	
Totals	5,945,000	2,210,000	4,300,000

The Board will be asked to approve the sale of the bonds and the notes. Upon approval, the Board will need to execute several documents that will be brought to the meeting.

Please do not hesitate to contact me if you have any questions prior to the meeting.

**Town of Needham
Bond Sale
\$5,945,000**

Notice Date	6/11/2013			
Date of Sale	6/18/2013			
Date of Board Action	6/26/2013	Rating	AAA	6/17/2013
Settlement	6/28/2013	By Standard & Poor's Public Finance		
Maturity	11/1/2012			

Bidder	Amount	Range	Interest	Premium	Net Interest	True Interest Cost Rate
Fidelity Capital Markets	\$5,945,000	2.000% - 4.000%	\$1,911,580.68	\$165,719.60	\$1,745,861.08	3.021373%
Janney Montgomery Scott LLC	\$5,945,000	2.000% - 5.000%	\$2,396,106.25	\$466,236.75	\$1,929,869.50	3.234353%
Robert W Baird & Co., Inc.	\$5,945,000	2.000% - 4.000%	\$2,108,538.75	\$196,318.40	\$1,912,220.35	3.287028%
Roosevelt and Cross, Inc.	\$5,945,000	3.000% - 4.000%	\$1,897,570.73	\$130,604.10	\$1,766,966.63	3.074363%

Prepared by Finance Director June 19, 2013

**Town of Needham
Note Sale
\$2,210,000**

**Notice Date
Date of Sale
Date of Board Action
Settlement
Maturity**

6/18/2013
6/26/2013
6/28/2013
12/2/2013

Bidder	Amount	Rate	Interest	Premium	Net Interest	NIC
Century Bank	\$1,000,000	0.4000%	\$1,711.11	\$0.00	\$1,711.11	0.4000%
Eastern Bank	\$2,210,000	1.0000%	\$9,453.89	\$6,740.62	\$2,713.27	0.2870%
Jefferies & Company	\$2,210,000	0.7500%	\$7,090.42	\$4,444.00	\$2,646.42	0.2799%
TD Securities	\$2,210,000	0.5000%	\$4,726.94	\$2,873.00	\$1,853.94	0.1961%

Prepared by Finance Director June 19, 2013

**Town of Needham
Note Sale
\$4,300,000**

Notice Date
Date of Sale
Date of Board Action
Settlement
Maturity

6/18/2013
6/26/2013
7/2/2013
12/2/2013

Bidder	Amount	Rate	Interest	Premium	Net Interest	NIC
Century Bank	\$1,000,000	0.4000%	\$1,666.67	\$0.00	\$1,666.67	0.4000%
Eastern Bank	\$4,300,000	1.0000%	\$17,916.67	\$13,724.14	\$4,192.53	0.2340%
Jefferies & Company	\$4,300,000	0.7500%	\$13,437.50	\$8,946.00	\$4,491.50	0.2507%
TID Securities	\$4,300,000	0.5000%	\$8,958.33	\$5,633.00	\$3,325.33	0.1856%

Prepared by Finance Director June 19, 2013

RatingsDirect®

Summary:

Needham, Massachusetts; General Obligation; Note

Primary Credit Analyst:

Victor M Medeiros, Boston (1) 617-530-8305; victor.medeiros@standardandpoors.com

Secondary Contact:

Apple Lo, Boston (1) 617-530-8316; apple.lo@standardandpoors.com

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Rationale

Outlook

Related Criteria And Research

Summary:

Needham, Massachusetts; General Obligation; Note

Credit Profile

US\$6.51 mil GO BANs ser 2013 A & B due 12/02/2013

Short Term Rating

SP-1+

New

US\$5.945 mil GO mun purp loan bnds ser 2013 due 11/01/2032

Long Term Rating

AAA/Stable

New

Rationale

Standard & Poor's Ratings Services assigned its 'AAA' long-term rating to Needham, Mass.' series 2013 general obligation (GO) bonds and affirmed its 'AAA' long-term rating on the town's existing GO debt. The outlook is stable.

Standard & Poor's also assigned its 'SP-1+' short-term rating to the town's series 2013 A and B GO bond anticipation notes (BANs). The BANs are payable December 2, 2013.

The short-term rating on the BANs reflects a low market risk profile score based on our criteria. Needham maintains a high investment grade rating and has strong legal authority pursuant to state laws to refund the BANs with long-term debt. The town is also a frequent market participant, providing ongoing disclosure.

The AAA long-term rating reflects our opinion of the town's:

- Affluent and stable property tax base with high income and property wealth;
- Strong financial position supported primarily by property taxes (with no appreciable funding interdependence with the federal government), coupled with good management policies and practices; and
- Low debt burden with rapid amortization and manageable long-term liabilities.

Needham's full faith pledge secures the bonds. Officials plan to use bond and note proceeds to fund various capital projects such as school repairs, construction of a senior center, roads, bridges, and sidewalk improvements.

Needham, with an estimated population of 29,000, is 10 miles southwest of Boston in one of the nation's wealthiest regions. The town's location along Interstate 95 provides convenient access to employment in Boston and the surrounding areas. The town's economy is stable and diverse, and its economic indicators remain very strong. The town's median household effective buying income is 188% of the national level, and unemployment has trended below state and national rates and shown resilience during the economic downturn over the past several years. Based on our economic forecast, we expect the regional unemployment rate to remain flat into 2014. At the end of 2012, the unemployment rate averaged 4.4%, down from 4.8% in 2011 and 5.5% in 2010.

The primarily residential tax base has fairly diverse assessed value (AV), as the 10 leading taxpayers account for just 5% of AV. Roughly 87% of the town's tax base is residential, while 10% is commercial and industrial. On the whole, the

town's AV has also remained resilient over the past several years, and totaled \$7.9 billion in 2013. In our view, the town's full market value is extremely strong at \$270,000 per capita. The community's median home value is approximately 386% of the national level. Based on our forecasts, we believe that the median home prices throughout the New England region have stabilized, and, in some cases, we expect to see some modest growth through 2013. Consistent with this view, the town's 2012 AV was up 1.2% over the previous year, and we believe it should remain stable through the near-term.

The town continues to maintain a strong level of operating flexibility heading into fiscal 2014. In fiscal 2012, the town reported a surplus of \$4.5 million (3.6% of expenditures). This marks the community's third consecutive operating surplus, its second above 1% of expenditures. The total general fund closed with a balance of \$25.6 million, or roughly 20% of expenditures, which we consider very strong. The total fund balance is made up of \$8.5 million of assigned fund balance (7.1% of expenditures) and \$10.8 million of unassigned fund balance (9.0%). The town also maintains roughly \$5.7 million in committed funds, which includes the town's stabilization reserves (general and capital stabilization), which we consider available.

The town is projecting balanced general fund operating results in 2013 as revenues are coming in as expected and expenditures are within estimates. As a result, we anticipate reserves to remain very strong at the close of fiscal 2013.

The 2014 budget totals \$123.6 million, which is 5% more than the previous year. The budget does conservatively estimate state aid and local receipts. Driving the budget are higher costs in education, debt service, and employee benefit costs. The town will also be appropriating more surplus cash into its capital program.

Overall, we consider Needham's management practices to be "good" under Standard & Poor's Financial Management Assessment methodology, indicating that financial management practices exist in most areas, although not all might be formalized or regularly monitored by governance officials.

Including this bond issuance and net of state school construction aid and offsetting self-supporting water and sewer bonds, Needham's debt burden is moderate, in our opinion, at \$2,506 per capita, but low at 0.9% of total market value. Debt service carrying charges were 8% of 2012 general fund expenditures, and amortization of long-term debt after issuance is aggressive, with officials planning to retire about 75% of principal by 2022 and 100% by 2033.

The town is one of the few communities in the state that fully funds its other postemployment benefit (OPEB) obligation. Based on a July 1, 2011, unfunded actuarial accrued liability of \$52.6 million, the town had a funded ratio of 10.9% (\$6.4 million). Management budgeted the 2013 annual required contribution (ARC) at \$4.5 million, or roughly 3.6% of expenditures. As of Jan. 1, 2012, the town funded 78% of its pension liabilities. In 2013, the town contributed 100% of the ARC, totaling \$4.9 million (roughly 4% of budget).

Outlook

The outlook on the long-term rating is stable. We do not expect to revise the town's long-term rating within the next two years because we expect the town to continue to make the necessary adjustments to produce balanced operations, as it has historically demonstrated. In our opinion, Needham's economic fundamentals should lend

themselves to further development and further tax base growth over time, which will underpin future stability. While we expect additional debt issuance to push debt ratios higher, particularly as the town manages its long-term capital improvement plan, at the moment, the town's debt plans are not a credit concern due to its existing debt burden.

Related Criteria And Research

- USPF Criteria: GO Debt, Oct. 12, 2006
- State And Local Government Ratings Are Not Directly Constrained By That Of The U.S. Sovereign, Aug. 8, 2011

Ratings Detail (As Of June 17, 2013)

Needham GO

Long Term Rating

AAA/Stable

Affirmed

Needham GO BANs ser 2013 A & B due 12/02/2013

Short Term Rating

SP-1+

Affirmed

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McGraw-Hill

Board of Selectmen/Town Manager
Statement of Obligations and Goals 2013/2014
 (Goals at or Near Completion Highlighted in Red)

Committed Obligations Over and Above On-going Municipal Operations	
Goal	Status
Maximize the use of Town assets and ensure that Town and School services are housed in buildings that provide suitable and effective environments.	
Monitor construction of Senior Center with expected opening in fall, 2013	Construction is on-going and on-schedule for an October, 2013 opening.
Update the Facility Master Plan, including renovation or replacement of the Hillside and Mitchell Schools, identification of office space for School Administration, and determining appropriate reuse, if any, of the Stephen Palmer Senior Center, Emery Grover and the Ridge Hill buildings.	The 2013 Annual Town Meeting approved funding for a Facility Master Plan, and the PPBC has begun the process of drafting an RFP. The Board will appoint user agency representatives and a Facility Working Group this summer. The designer evaluating the School Administration office needs and the Emery Grover Building has presented a preliminary report to the PPBC. The Board agreed that its goal relative to reuse of the NIKE site should be considered in conjunction with future use of the Ridge Hill buildings. The Board agreed that a decision on reuse of the buildings should be held until after the on-going feasibility study relative to Emery Grover, and that all historical properties should be evaluated at that time.
Evaluate and make changes as necessary to polling locations.	The Town Manager has consulted with representatives of Police, School, DPW, and Town Clerk departments and is preparing a report evaluating the number of precinct voting locations which can be accommodated at each available Town-owned building. The report will be available this summer.
Improve the DPW Complex beginning with the construction of garage bays.	The 2013 Annual Town Meeting approved funding for the construction of garage bays at the DPW Complex.
Redevelop 59 Lincoln Street and 89 School Street for additional parking to support public safety operations.	The design and mix of parking proposal was approved by the Board of Selectmen on June 11, 2013 and a Planning Board hearing is planned for July 23, 2013 with construction to be performed in fall, 2013.

Continue efforts to maintain and improve the vitality and economic success of the Town.

Further review the Needham Center Zoning	The Board's position - that the Town committed to comprehensive review of parking, traffic, and commercial viability (height and density) – has been communicated to the Planning Board. The Planning Board will review the zoning.
Expand the amount and accessibility of surface parking in Needham Center, including restructuring the permit parking system, in Needham Center, evaluating “buddy parking,” and reconfiguring the Lincoln Street lot with the acquisition of 37-39 Lincoln Street.	See above relative to 59 Lincoln Street and 89 School Street.
Improve the Needham Center streetscape and infrastructure including traffic signals.	The Board of Selectmen voted to create the Needham Center Streetscape Working Group at its meeting on December 18 th . The Committee has met monthly and will make an interim report to the Board on June 26, 2013. Completion of the preliminary design and final Committee report is expected in September.
Develop regulations for the retail sale of alcoholic beverages in Needham prior to submitting a ballot question.	After multiple public hearings, the Board of Selectmen adopted regulations for the retail sale of alcoholic beverages at its meeting on December 18, 2012. The Board held hearings on ten applications on February 2, and February 5, 2013 and voted to issue five licenses. Two licensed premises are currently open.
Improve the streetscape and infrastructure of the NEBC.	As part of its permitting process, Normandy Real Estate Partners provided the Town with a \$75,000 donation for a traffic study, and an up-front payment of its traffic mitigation fund requirement in the amount of \$930,000. Normandy also committed to funding more than \$1 million to an owners group that will work with the Town to improve traffic flow, infrastructure, and streetscape in the NEBC. The Board of Selectmen held a public hearing relative to the rebranding of the NEBC, and voted to endorse the name “Needham Crossing.” The Marriott Hotel is under construction with an expected opening in 2013.
Complete the preferred renovation of Highland Avenue from Webster Street to the Charles River (State highway).	The Town has been working with its Legislative delegation to secure funding for the first phase of this project. Town staff provided the delegation with a tour of the affected area in January. Staff also met with representatives of MassHighway to refine the final design, particularly with respect to bicycle

	access and on-going maintenance. The Town of Needham and City of Newton sent a joint letter to the MPO during the TIP comment period seeking advancement of the project in the funding queue.
Monitor implications of the add-a-lane project and assure that Needham's interests are addressed in the final design.	The Town continues to meet with representatives of MassHighway to provide input in this process.
Develop a consensus with Newton regarding transportation options along the Highland Avenue/Needham Street corridor.	The Board of Selectmen met with Mayor Seti Warren in October, 2012 to discuss this and other issues. There is consensus that the corridor should support both trail and transit uses and not (private) vehicular use. Further review of the MAPC Report on shared use of the corridor is warranted.
Review the Town's sign by-law.	The 2013 Annual Town Meeting approved the changes recommended by the CEA, BOS and Planning Board.
Review the Town's by-laws relative to outdoor displays, furniture, etc.	This item has been included in the charge for the Needham Center Streetscape Working Group.
Evaluate options, including incentives, to address the issue of empty storefronts in Needham Center	The Council of Economic Advisors continues to discuss and evaluate this issue.
Evaluate the need to develop a formal protocol for mobile food vendors.	The Town Manger has meet with representatives of the Police, Health, Planning & Community Development and Public Works departments resulting nit a draft recommendation for regulating mobile food vendors on both public and private property.
Encourage a review of the thresholds for site plan and special permit review, particularly in the downtown.	The Town Manger communicated the Board's position to the Planning Board, which is considering the matter this spring.
Continue working toward energy efficient and environmentally sound operations for both the Town and its residents and businesses.	
Complete fleet inventory and develop a policy for purchasing fuel efficient vehicles.	The Town Manager is working to develop a proposed policy for purchase of fuel efficient vehicles. The Town's fleet inventory is being updated and redesigned in advance of the FY2015-2019 CIP process.
Evaluate the generation of power through alternative or renewable energy sources, including solar power.	The Board of Selectmen appointed a solar exploration committee which held its first meeting in December, 2012. The Committee has conducted significant research and is in the process of hiring an Owners' Agent for guidance. The Committee

	expects to make a recommendation for action at the November, 2013 Special Town Meeting.
Review and revise as necessary the Integrated Pest Management Policy.	The IPM Committee has met and discussed proposed changes to the IPM Policy. The Town Manager and the IPM Committee are working on recommended policy changes to present to the Board of Selectmen and other affected Boards, Committees and Commissions this summer.
Adopt a plan based on EMG's study for improving energy efficiency in town buildings.	The 2014 – 2018 Capital Improvement Plan includes a five year plan implementing the recommendations in the EMG study.
Maintain and develop amenities that contribute to the desirability of Needham as a place to live and work.	
Replace the Greene's Field play structure.	The CPC recommended and the October/November STM approved funding to replace the structure and renovate the entire park. The fundraising group donated more than \$186,000 for the project which will begin in July, 2013.
Develop a shared use recreational rail trail from Needham Junction to the Dover line.	The MBTA Board of Directors voted to authorize the General Manager to lease the rail corridor to the Town of Needham. The CPC recommended and the October/November STM approved funding for a feasibility study to be conducted by Bay Colony Rail Trail Association. The Town Manager and representatives of BCRTA will be meeting with the MBTA this summer to discuss the proposed lease in advance of potential action at the November, 2013 Special Town Meeting.
Evaluate the future of Rosemary Pool and its site, in cooperation with the Park and Recreation Commission.	The Bi-annual citizen survey confirmed that there is a high level of interest in evaluating the possibility of reconstructing the pool in Rosemary Lake. A feasibility study is underway under the direction of the PPBC.
Evaluate the impact of broadening the Historical Demolition Delay By-law.	This project is on-going.
Review and make recommendations, as necessary, relative to the creation of an off-leash dog area in Needham.	The Town Manager has consulted with the School Superintendent and is in the process of drafting a memorandum of understanding for a Pilot program at NIKE. The Town is also working with a volunteer group raising funds for the project with a targeted implementation in 2014.
Evaluate user fees and field maintenance fees in cooperation with the Park and Recreation Commission.	The FY2014 budget proposal includes a recommendation for funding additional field maintenance through an increase in the field maintenance fee. The Park and Recreation

	Commission agreed to increase the fee effective with the spring, 2014 season.
Work with the Planning Board on re-evaluation of zoning provisions relating to residential construction.	The Chair and Vice Chair had a preliminary discussion with the Director of Planning and Community Development and a member of the Planning Board. A future meeting of both boards will be arranged. The Board will specifically ask the Planning Board to consider the adoption of a residential FAR. The Town Manager consulted with the Building Inspector to develop a list of recommendations in addition to the FAR, several of which were approved at the 2013 Annual and Special Town Meeting.
Develop a plan for recreation and open space improvements if proposed changes to the Community Preservation Act are approved.	Proposed changes to the CPA were approved by the Legislature and Governor. Representatives of the Finance Committee, School Committee, Park and Recreation Commission, Historic Commission, Housing Authority, Conservation Commission and CPC met on several occasions during the summer and fall, 2012 to develop a list of priority projects. The Town Manager developed a preliminary, draft five-year CPA Capital Plan that was reviewed by stakeholders. The plan will be updated as needed and at least annually based on current understanding of the various projects.
Develop a strategic plan for property acquisition including the financial impact and financial options.	A property acquisition plan was developed and five letters have been issued in the first phase of implementation. The Board will consider whether to implement a second phase.
Oversee final cost certification of Charles River Landing project, participate in development of 40B guidelines, evaluate and make recommendations relative to 40B project proposals, review existing affordable housing units and ensure compliance with applicable laws and regulations.	The Town Manager recommended and the Board of Selectmen endorsed a CPA project request for a Community Housing Specialist to provide assistance and support in this area. The 40B guidelines project is complete and was approved by the Board of Selectmen. The Town's affordability monitoring is up-to-date, and we are awaiting final and annual cost certification documents from DHCD.
Evaluate and make recommendations, as necessary, relative to the future use of the NIKE site.*	Combined with evaluation of Ridge Hill buildings (above).
Evaluate the need to regulate services offered in day spas.	The Town Manager has consulted with the Police Department and is developing a recommendation for the Board.
Implement amended hunting regulations	Appropriate signage was posted prior to the 2012 hunting season.
Maintain and enhance the Town's Financial Sustainability New Initiatives.	
Review and amend as necessary the specialized	Representatives of the School Committee, Finance

stabilization policies; formalize fund targets.	Committee and Board of Selectmen met to discuss this matter. A list of issues and concerns was developed.
Review and amend as necessary the debt management policy with emphasis on the appropriate use of tax-levy supported ("3%") debt.	Representatives of the School Committee, Finance Committee and Board of Selectmen met to discuss this matter. A list of issues and concerns was developed.
Create a super committee to evaluate and make recommendations relative to the financial sustainability of the RTS.	The Board created the RTS Super Committee which made a report on February 13 th . The Town Manager and staff will evaluate the recommendations contained in the report and make further recommendations to the Board.
Implement a new financial software system for Town and School operations.	The conversion date is set for July 1, 2013.
Review current approaches to financing school playgrounds.	The Town Manager will draft a list of approaches and will schedule a chair/vice chair meeting including the School Committee, Park and Recreation Commission, and Finance Committee to discuss this issue.
Evaluate Town Operations and Administration.	
Evaluate Open Meeting Attendance/Remote Participation Options	It was the consensus of the Board not to pursue this option at this time.
Evaluate and Update the Town's Website to enhance the level of customer service	The website is undergoing a redesign, with a go live date in June, 2013.

Board Goals FY2014 – 2015

Items for Consideration

6.21.2013

1. Evaluate the status of paper roads in Needham
2. Evaluate the implementation of medical marijuana – public consumption by-law and zoning
3. Consider the merits of a tree removal by-law
4. Revisit the private ways by-law
5. Evaluate options for the Crowninshield/Stephen Palmer Lease – short-term and long-term
6. Coordinate response to Needham Mews project
7. Discuss merits of collaborative planning efforts with Wellesley and Newton
8. Consider implementation of all alcohol licenses for restaurants with fewer than 100 seats
9. Evaluate the need for a board and committee handbook
10. Evaluate the use of mobile information signboards
11. Update Affordable Housing Plan and consider an affordable housing linkage by-law
12. Evaluate participation in the “Solarize Needham” project
13. Evaluate targeted options for property acquisition
14. Review Town Manager Performance Evaluation policy
15. Evaluate the need for a bike and road race policy
16. Participate in evaluation of capital facilities and regional agreement for Minuteman School
17. Consider a by-law to increase Handicap Parking fines
18. Evaluate the charge of the Traffic Management Advisory Committee



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

MEETING DATE: 6/26/2013

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

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
At this time, the Town Manager will update the Board on issues not covered on agenda, as needed.			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
<i>Suggested Motion:</i>			
3.	BACK UP INFORMATION ATTACHED	YES	NO
(Describe backup below) none			



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

MEETING DATE: 6/26/2013

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

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



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

MEETING DATE: 6/26/2013

Agenda Item	Implementation of Non-essential Outdoor Water use Restriction
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
The Board will discuss the Town's responsibility in accordance with its Department of Environmental Protection (DEP) Water Manager Act Permit, and regional drinking water source protection efforts. The goal of the Commonwealth is to reduce residential water use to 65 gallons per person per day. Residential use in Needham has fluctuated between 67 and 68 gallons for the last few years. The Board will discuss efforts to seek the cooperation of all residents in achieving a reduction to 65 gallons per capita per day. Action to conserve water through indoor and outdoor water conservation measures may prevent further restriction in calendar year 2014.			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
<i>Suggested Motion:</i> That the Board vote to implement a mandatory restriction on non-essential outdoor water use effective immediately and continuing until September 30, 2013, and to authorize Town Manager to implement the restriction consistent with the Town's Water Management Act Permit.			
3.	BACK UP INFORMATION ATTACHED	YES	NO
(Describe backup below) a.			

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

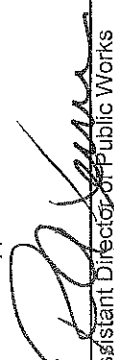
WHEREAS the appropriate divisions of the Department of Public Works have submitted to you the following commitment(s) on the dates listed below for the collection of water, sewer revenue and

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:	-\$105.75
Water Irrigation:	\$0.00
Water Admin Fees	\$0.00
Sewer Sales:	-\$1,583.90
Transfer Station Charges:	\$0.00
Total Abatement:	-\$1,689.65

Order #: 1164

Read and Approved: 6/21/2013


Assistant Director of Public Works


Director of Public Works

For the Board of Selectmen

Date: 6/26/2013

**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	Youdis	Vincent P.	20283	19414	192	Brookside Road	\$0.00	\$0.00	-\$1,334.45	-\$1,334.45	EC	N
JO	Council on Aging (1)											
							\$0.00	-\$105.75	-\$249.45	-\$355.20	COA	N

Total: -\$1,689.65

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

ROBERT T. SMART, JR., ESQ.

ATTORNEY AT LAW

399 CHESTNUT STREET

NEEDHAM, MASSACHUSETTS 02492

TEL (781) 444-9344 FAX (781) 449-0242

E-MAIL bob@robertsmart.net WEBSITE www.robertsmart.net

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN

2013 JUN 14 P 2:37

By Hand
June 14, 2013

Board of Selectmen
Town Hall
Needham, MA 02492

Re: Amendment to Application of Innovative Distributing Concepts, LLC for Package Store License, 65 Crawford Street, Needham

Dear Members of the Board:

Enclosed please find:

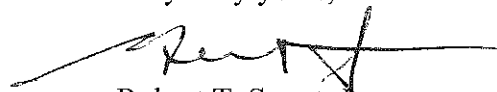
1. A proposed Amendment to Section 10 of the package store license application of Innovative Distributing Concepts, LLC (Bin Ends).
2. A copy of Section 10 from the original application.
3. Personal Information Forms and CORI Request Forms for Lynn Giachetto and Hanni Djusberg. (on file)

The purpose of this Amendment is to comport with the ownership listing filed with and pending approval by the Alcoholic Beverages Control Commission.

It is requested that this Amendment be approved administratively. If that is not possible, I request that this matter be placed on the agenda for your next meeting, which I believe is June 26th.

If you have questions, please contact me.

Very truly yours,



Robert T. Smart, Jr.

Cc: John Hafferty

AMENDMENT TO PACKAGE STORE LICENSE APPLICATION
INNOVATIVE DISTRIBUTING CONCEPTS, LLC
65 CRAWFORD STREET, NEEDHAM

Innovative Distributing Concepts, LLC ("the LLC") hereby amends its package store license application as follows:

FIRST. A revised Section 10, which lists the individuals and entities with Interests in this License, is attached. The revisions are:

(a) the listed 30.07% interest held jointly by John Hafferty and Roberta Hafferty is changed to 24.05% held jointly by John Hafferty and Roberta Hafferty, and 7.02% held individually by Roberta Hafferty;

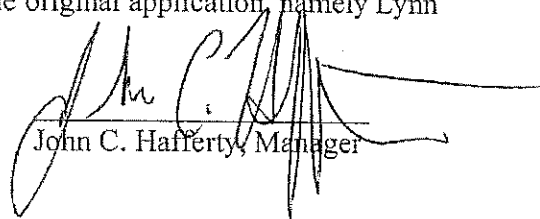
(b) the listed 14.04% interest of Thomas D. Sullivan is changed to 14.04% held by F9 Investments, LLC. Thomas D. Sullivan indirectly owns the 14.04% interest as sole manager and member of F9 Investments, LLC;

(c) the listed 7.02% interest held jointly by Michael T. Cody and Jamie N. Cody is changed to 7.02% held by the Cody Family Living Trust. Michael T. Cody and Jamie N. Cody indirectly own the 7.02% interest as the sole trustees and beneficiaries of the Cody Family Living Trust.

(d) the listed 7.02% interest of Charles A. Giacchetto is changed to 7.02% held by Charles A. Giacchetto and Lynn Giacchetto jointly. Charles A. Giacchetto and Lynn Giacchetto are husband and wife;

(e) the listed 7.02% interest of Carl E. Djusberg is changed to 7.02% held by Rita Investments, LLC. Carl E. Djusberg and Hanni Djusberg indirectly own the 7.02% interest as the sole members of Rita Investments, LLC.

SECOND, Personal Information Forms and CORI Request Forms for certain individuals holding an interest in this license which were not included with the original application, namely Lynn Giacchetto and Hanni Djusberg, are attached.


John C. Hafferty, Manager

June 14th, 2013

9. LICENSE STRUCTURE:

The Applicant is a(n):

LLC

Other :

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

Date of Incorporation/Organization:

09/07/2007

State of Incorporation/Organization: MA

Is the Corporation publicly traded? Yes ☐ No ☒**10. INTERESTS IN THIS LICENSE:**

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

IMPORTANT ATTACHMENTS (5):A. All individuals or entities listed below are required to complete a Personal Information Form.B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
------	--------------------------	--------------------------------	---------------------------

See last page.

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

11. EXISTING INTEREST IN OTHER LICENSES:

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

Name	License Type	Licensee Name & Address
All parties listed in 10.	\$15 Package Store	Innovative Distributing Concepts, LLC, 236 Wood Road, Braintree, MA 02184, d/b/a Bin Ends
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	

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

Additional Space

Please note which question you are using this space for.

10) Interest in this License (Continued)

John C. Hafferty, individually	Managing Member	24.05%
John C. and Cara Hafferty, jointly	Member	1%
John and Roberta Hafferty, jointly	Member	24.05%
Roberta Hafferty, individually	Member	7.02%
Charles and Lynn Giachetto, jointly	Member	7.02%
Cody Family Living Trust (Michael T. Cody & Jamie Cody as Trustmakers)	Member	7.02%
Rita Investments, LLC (Carl and Hanni Djusberg as Managers and Members)	Member	7.02%
F9 Investments, LLC (Thomas Sullivan sole Manager and Member)	Member	14.04%
Bruce Field	Member	3.51%
Charles Jakaitis	Member	3.51%
Stephanie Whelan	Member	1.76%

9. LICENSE STRUCTURE:*original application*

The Applicant is a(n):

LLC

Other :

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

Date of Incorporation/Organization:

09/07/2007

State of Incorporation/Organization: MA

Is the Corporation publicly traded?

Yes ☐ No ☒**10. INTERESTS IN THIS LICENSE:**

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

IMPORTANT ATTACHMENTS (5):

A. All individuals or entities listed below are required to complete a Personal Information Form.B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
John C. Hafferty	Managing Partner	24.05%+1.00% w/C Hafferty	
Cara A. Hafferty		1.00% with John C. Hafferty	
John Hafferty		31.07% with Roberta Hafferty	
Roberta M. Hafferty		As Above with John Hafferty	
Thomas D. Sullivan		14.04%	

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

11. EXISTING INTEREST IN OTHER LICENSES:Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list said interest below:

Name	License Type	Licensee Name & Address
All Parties Listed in 10.	\$15 Package Store	Innovative Distributing Concepts, LLC 236 Wood Road, Braintree
		MA 02184 dba Bin Ends

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

Original application

Additional Space

Please note which question you are using this space for.

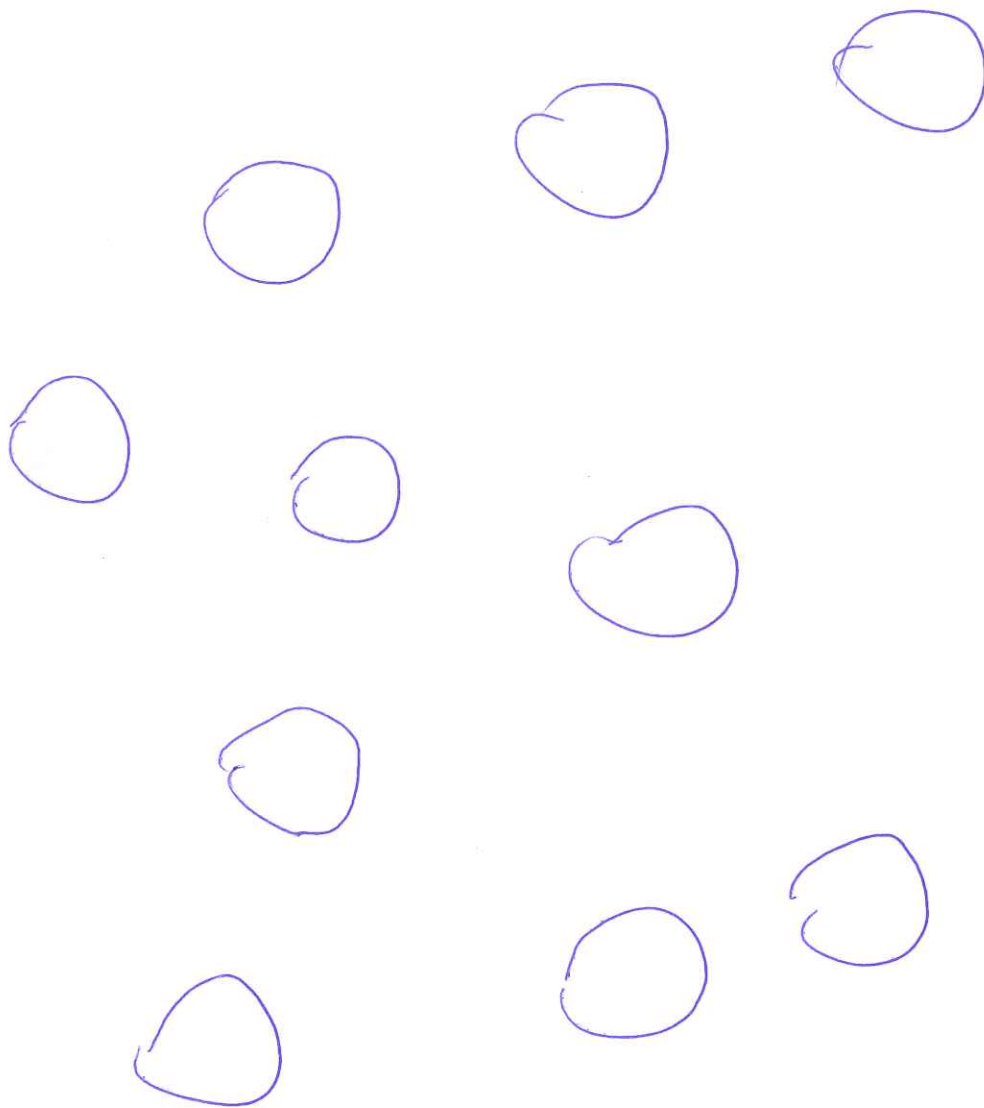
10.) Interests in this License (Continued):

Michael T. Cody	7.02% Interest owned in Innovative Distributing Concepts, LLC w/Jamie N Cody
Jamie N. Cody	As Above w/Michael Cody
Charles A. Giacchetto	7.02% Interest owned in Innovative Distributing Concepts, LLC
Carl E. Djusberg	7.02% Interest owned in Innovative Distributing Concepts, LLC
Bruce A. Field	3.51% Interest owned in Innovative Distributing Concepts, LLC
Charles M. Jakaitis	3.51% Interest owned in Innovative Distributing Concepts, LLC
Stephanie D. Whelan	1.76% Interest owned in Innovative Distributing Concepts, LLC

**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)	Suzanne Kognoni		
Event Manager Address	179 Manning St, Needham MA 02799		
Event Manager Phone Number	781-449-1947		
Organization Representing (if applicable)	Needham Pool & Racquet Club		
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	☒ Non-profit	☐ For profit	
	☐ Proof of non-profit status is attached Form of Proof: _____		
Name of Event	Summerfest		
Date of Event	Thursday, July 18th 2013		
License is for Sale of:			
☒ Wines & Malt Beverages Only			
☐ All Alcoholic Beverages (for non-profit groups only)			
Requested Time for Liquor License	FROM:	TO:	
	6:00 PM	9:00 PM	
Are tickets being sold in advance for this event?	☒ YES	\$	/per ticket ☐ NO
Is there an admission fee for this event?	☒ YES	\$	/per ticket ☐ NO
Are you using dues collected to purchase alcohol for this event?	☒ YES	☐ NO	
How many people are you expecting at this event?			
150			
Name & address of event location. Please attach proof of permission to use this facility.			
Needham Pool & Racquet Club 1550 Central Avenue, Needham MA 02792			
Who will be serving the alcohol to your guests?			
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). Beverages to Go - Dover MA Bartenders from Special Occasions			
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.			
Guest will be served alcohol at the bar (see attached)			
☒ 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:
Suzanne Kognoni			6/18/13

NPRC



Bar

Bar

Congratulations!

You have successfully completed the ServSafe Alcohol® Responsible Alcohol Service Training and Certification Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

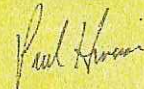
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at www.ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

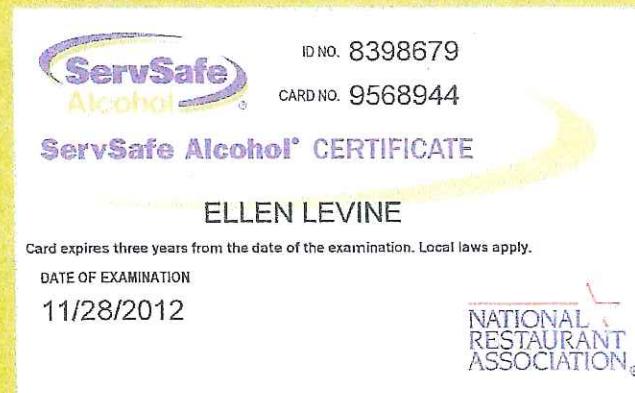
Sincerely,



Paul Hineman

Executive Director, National Restaurant Association Solutions

In Alaska you must laminate your card for it to be valid.



Student Name	ELLEN LEVINE
Class Number	518823
Exam Date	11/28/2012
Expiration Date	11/28/2015

Overall Point Score	52
Overall % Score	86
Passing % Score	75
Status	PASSED

NOTE: You can access your score and certification information anytime at www.ServSafe.com with the class number provided on this form.

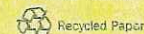
Please make a copy of your ServSafe Alcohol Certificate Card for your records. Replacement copies can be obtained for a fee by completing the Certificate and Score Release Request Form available at www.ServSafe.com.

Please feel free to address any questions regarding your certification to the National Restaurant Association Service Center Department at servicecenter@restaurant.org or 800.765.2122, ext. 6703.



175 West Jackson Boulevard, Suite 1500
Chicago, IL 60604-2814
1.800.SERV-SAFE
312.715.1010 In Chicagoland
www.ServSafe.com

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09041E01 v.1001



This is your Official TIPS® Certification Card.

Carry it with you as evidence of your skills and knowledge in the responsible sale and consumption of alcohol.

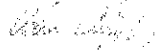
Congratulations!

By successfully completing the TIPS (Training for Intervention ProcedureS) program, you have taken your place in the forefront of a nationwide movement to reduce the tragedies resulting from the misuse of alcohol. We value your participation in the TIPS program.

You will help to provide a safer environment for your patrons, peers and/or colleagues by using the techniques you have learned and taking a positive approach towards alcohol use.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 703-524-1200. Thank you for your dedication to the responsible sale and consumption of alcohol.

Sincerely,



Adam E. Chafetz
President, HCI

IMPORTANT: Keep a copy of this card for your records. Write down your certification number because you will need it when contacting TIPS. For assistance or additional information, contact Health Communications, Inc. by using the information provided on the reverse side of your certification card. There is a minimal charge for a replacement card if your original card becomes lost, damaged or stolen.



Issued:

ID#

On Premise

12/6/2010

2912822

SSN:

Expires:

D.O.B.:

XXX-XX-XXXX

11/1/2013

XX/XX/XXXX

DENNIS FOLEY

141 Twin Lakes Dr

Halifax, MA 02338-2210

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