SELECT BOARD
Meeting Agenda
6:00 p.m. July 25, 2023
NEEDHAM TOWN HALL
Powers Hall & Zoom
Revised

Pursuant to Chapter 2 of the Acts of 2023, meetings of public bodies may be conducted virtually provided that adequate access is provided to the public.

To listen and view this virtual meeting on a phone, computer, laptop, or tablet, download the "Zoom Cloud Meeting" app in any app store or at www.zoom.us. At the above date and time, click on "Join a Meeting" and enter the meeting or click the link below to join the webinar:

Link:
https://us02web.zoom.us/j/83513916152?pwd=RnRubzhEelFVQkFSbGJKVm5La3VJdz09
Webinar ID: 835 1391 6152
Passcode: 389812

	6:00	Public Comment Period Citizens are encouraged to inform the Office of the Town Manager in advance via email (OTM@needhamma.gov), telephone (781) 455-7500 extension 204, or in person by the end of the business day prior to the meeting of their intent to participate in the public comment period. The Chair will first recognize those who have communicated in advance their desire to speak for up to three minutes. If time allows, others wishing to speak will be recognized in an order determined by the Chair for up to three minutes. The Board's policy on public participation in meetings can be found here.
1.	**6:00**	Proclamation: 2023 Purple Heart Community
2.	**6:00**	Introduce Building Commissioner Joseph Prondak • Katie King, Assistant Town Manager/Director of Operations
3.	**6:00**	Introduce Director of Communications & Community Engagement Amy Haelsen • Kate Fitzpatrick, Town Manager
4.	**6:00**	Needham Local Transportation Study • Gal Kramer, Via Strategies • Cathal O'Gorman, Via Strategies • Amy Haelsen, Director of Communications and Community Engagement • Tyler Gabrielski, Management Analyst, Department of Public Works

5.	**6:00**	Public Hearing: Eversource Grant of Location – Canavan Circle • Joanne Callender, Eversource Representative
6.	**6:00**	Public Hearing: Recycling and Transfer Station User Fees and Charges • Solid Waste Disposal & Recycling Advisory Committee • David Davison, Assistant Town Manager/Finance • Carys Lustig, Director of Public Works • Cecilia Simchak, Director of Finance & Administration for Public Services • Matthew DeMarrais, Superintendent of the Recycling & Solid Waste Division
7.	**6:20**	Public Hearing: Application for a Transfer of an All-Alcohol License – Vinodivino3 LLC d/b/a Vinodivino • Thomas Miller, Applicant Counsel • Michael Mendes, Proposed Manager
8.	**6:30**	Alcohol License Revocation Hearing – Poet King Restaurant Group, LLC d/b/a Hungry Coyote • Matt Saiia, License Owner
9.	**7:30**	DPW Complex Feasibility Study Update • Hank Haff, Director, Building Design & Construction • Michael Richard, Weston & Sampson Engineers, Inc • Carys Lustig, Director of Public Works (Zoom) • Shane Mark, Assistant Director of Public Works
10.	**7:50**	Town Manager • Non-Criminal Disposition By-Law Update • Needham Branding & Town Seal Committee Charge & Composition • Call for Special Town Meeting • Municipal Electricity Aggregation Update • Downtown Streetscape Refresh Project Priority Setting
11.	**8:30**	Board Discussion • Recognize Influential Business Leaders of Color • Town of Needham Community Standards for Municipal Workplaces • Committee Reports

APPOINTMENT CALENDAR

1.	Election Workers for 2023-2024	See attached
2.	Elizabeth Kaponya	Housing Needham Advisory Group Term Exp: 6/30/2024
3.	Timothy Bulger	Mobility Planning and Coordination Committee Term Exp: 6/30/2026
4.	Paul Molta	Mobility Planning and Coordination Committee Term Exp: 6/30/2026

5.	Rick Zimbone	Town Financed Community Housing Oversight Committee Term Exp: 6/30/2026
6.	Rhonda Spector	Town Financed Community Housing Oversight Committee Term Exp: 6/30/2026
7.	Donna Mullin	Traffic Safety Committee Term Exp: 6/30/2025
8.	Rebecca Tarantino	Traffic Safety Committee Term Exp: 6/30/2025
9.	Barry McNeilly	Traffic Safety Committee Term Exp: 6/30/2024
10.	Tom Ryder	Traffic Safety Committee Term Exp: 6/30/2024
11.	Rhain Hoyland	Traffic Safety Committee Term Exp: 6/30/2024

CONSENT AGENDA *Supporting Documents in Packet

1.	Authorize the Town Manager to approve and file with the ABCC One-Day Special Alcohol Licenses on behalf of the Select Board in its role as Local Licensing Authority.
2.*	In accordance with Section 20B of the Town Charter, and upon the recommendation of the Town Manager and the Personnel Board, adopt a revised classification and compensation plan (G Schedule) for FY2024.
3.*	In accordance with M.G.L. c. 30B Section 16, determine that in the case of the proposed license of the parking lot associated with 870 Great Plain Avenue, Needham, advertising would not benefit the Town's interest because of the unique qualities of the location on the basis that the property abuts the municipal parking lot on Dedham Avenue.
4.*	Approve open session minutes of June 27, 2023.
5.	Approve a request from Allan Eyden, Road Coordinator of PanMass Challenge, to hold the road event "PanMassachusetts Challenge" in Needham. The event is scheduled for Saturday, August 5, 2023, and Sunday, August 6, 2023, at 6:30 a.m. The event and route have been approved by the following departments: Fire, Police, and Public Works.
6.	Approve a request from Maura Holt-Ling, Development Associate for the Annual Bike-A-Thon, to hold the road event "Bikes Not Bombs: 36th Annual Bike-A-Thon." The road event will pass through Needham on Sunday, September 10, 2023, with a rain date of Sunday, September 24, 2023. The route was approved by the following departments: Public Works, Police, and Fire.
7.*	Approve 20B Exemption for the following individual to engage in work with the Needham Park and Recreation Department: Chuck Dowe.
8.	Approve a Taxi/Livery License application for a new Taxi/Livery service, Xplorean LLC, to conduct business in Needham. All required paperwork has been submitted.
9.	Accept the following donations made to The Needham Free Public Library: *Little Tail, Big Tails*, by Bonnie Pandya (estimated value $27), gifted by the author, in

	honor of her daughter, Sunita Williams; from Keith and Lynn McClelland, *Cinnamon Twisted*, by Janet Bolin (estimated value $17); from Caryn Kovacs, 27 titles (estimated value $1,091); from Ann MacFate, $300 given in memory of Irene MacFate; from Lynn O'Leary on behalf of Helen Maxwell's book club, $100 in memory of Barbara Cusack; from Laurie Anello, $30 in memory of Barbara Cusack; from Dedham Savings Bank, $100 to purchase a Kindle Fire as a Grand Prize for the Children's Summer Reading Program; from Hong Zong, $150; from Lois and Bill Bacon, $100 in memory of Sam Stern; *The Writings of Henry D. Thoreau* (estimated value $23), anonymously given; a puzzle (estimated value $20), anonymously given; and from Tom and Barbara Harkins, $25 in memory of Barbara Cusack.
10.	Accept the following donation made to Needham Youth & Family Services: $1,250 from the Becca Schmill Foundation.
11.	Accept the following donations made to the Needham Community Revitalization Trust Fund: $100 from The Rotary Club of Needham, $200 from Needham Open Studios, and $2000 from Mr. C. Bruce Johnstone.
12.	Accept the following donation made to the Needham Town Hall display case: four painted wooden blocks with an estimated value of $20 each ($80 total) from Lisa Vergara.
13.	Accept the following donation made to the Needham Public Health's Gift of Warmth Program: $50.00 from Claire Blum.
14.	Ratify a One Day Special Wine & Malt Beverages License for Monique Goodrow-Trach of Needham Pool and Racquet Club to serve and sell beer at the annual cornhole tournament for members on Saturday, July 15, from 6:00 p.m. to 10:00 p.m. The event was held at Needham Pool and Racquet Club, 1545 Central Avenue, Needham.
15.	Grant permission for the following residents to hold block parties:

Name	Address	Party Location	Date	Time	Rain Date
Katherine Calzada	9 Morton Street	Morton Street	9/9/23	11am-3pm	9/16/23
Nicole Foster	38 Mayflower Road	Mayflower Rd between GPA & Alden Rd	9/9/23	4pm-8pm	9/10/23

TOWN OF NEEDHAM
2023 PURPLE HEART COMMUNITY

WHEREAS: The residents of the Town of Needham have great admiration and the utmost gratitude for service members who selflessly serve their country and our community in the Armed Forces; and

WHEREAS: The contributions and sacrifices of service members from Needham who served in harm's way in the Armed Forces have been vital in maintaining the freedom and the way of life enjoyed by our citizens; and

WHEREAS: Many Needham residents were awarded the Purple Heart for their sacrifice, having been wounded in action while engaged in combat; and

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

WHEREAS: August 7 is nationally recognized as Purple Heart Appreciation Day.

NOW THEREFORE, be it resolved that Needham be declared a Purple Heart Community; and

FURTHERMORE, be it resolved that August 7th be proclaimed Purple Heart Day in Needham. The Select Board encourages residents and businesses to display the American Flag and recognize Purple Heart recipients, honoring the service and sacrifice of our military personnel.

Signed this twenty-fifth day of July, 2023

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SELECT BOARD

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

Agenda Item	Introduce Building Commissioner Joseph Prondak
Presenter(s)	Katie King, Assistant Town Manager/Director of Operations

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**
The Assistant Town Manager will introduce Joe Prondak, newly appointed Building Commissioner.	
2.	**VOTE REQUIRED BY SELECT BOARD**
N/A – Discussion Only	
3.	**BACK UP INFORMATION ATTACHED**
a. Resume for Joseph Prondak	

Joseph F. Prondak

Experience

[redacted] Town of Milton Milton, MA

Building Commissioner

- Oversees all aspects of administration and enforcement of the Massachusetts State Building Code and the Milton Zoning Bylaw
- Procured and implemented electronic data storage systems
- Developed and implemented complaint resolution process
- Serves as municipal ADA Coordinator
- Serves on Milton's Commission on Disabilities and Local Emergency Planning Committee
- Participated on 3 occasions at FEMA's Hazard Mitigation Grant review process in Washington D.C.
- Provides education to public and trades persons
- Manages staff, prepares and administers budgets

[redacted] City of Quincy Quincy, MA

Local Building Inspector

- Enforced the Massachusetts State Building Code and Quincy Zoning Ordinance
- Issued permits, reviewed plans, and performed inspections
- Performed periodic inspections on places of assembly and other existing buildings
- Handled zoning complaints and related Criminal Court proceedings
- Involved heavily in flood hazard mitigation

[redacted] Town of Hull Hull, MA

Local Building Inspector

- Assist Building Commissioner in enforcement of the State Building Code
- Involved in mediation, appeals processes and complaint resolution
- Issued permits, reviewed plans and performed inspections

[redacted] Self Employed Dorchester, MA

Building and Remodeling Contractor

- Performed all phases of residential and light commercial construction, currently part-time on a very limited basis

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[redacted] Eliason Contracting Weymouth, MA

- Served as laborer, foreman and project manager
- Participated in all phases of residential and light commercial construction

Joseph F. Prondak

Education

[redacted]	Certified Building Commissioner	Massachusetts
[redacted]	Northeastern University – Construction Management	Boston, MA
[redacted]	Wentworth Institute of Technology - Masonry	Boston, MA
[redacted]	Dedham High School	Dedham, MA

Professional Licenses

- Massachusetts Certified Building Official
- Massachusetts Licensed Construction Supervisor (Unrestricted)
- Massachusetts Registered Home Improvement Contractor

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

Agenda Item	Introduce Amy Haelsen, Director of Communications & Community Engagement
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**
The Town Manager will introduce Amy Haelsen, the newly appointed Director of Communications & Community Engagement.	
2.	**VOTE REQUIRED BY SELECT BOARD**
N/A – Discussion Only	
3.	**BACK UP INFORMATION ATTACHED**
a. Resume for Amy Haelsen	

AMY HAELSEN

[redacted]

ABOUT ME

Senior level professional with extensive experience in the areas of community engagement, economic development, marketing and communications. Seasoned veteran of working with diverse constituencies, cultivating relationships and collaborating with stakeholders and community leaders. Able to juggle multiple projects at a time, find creative solutions and work well under pressure.

SKILLS

- Community Engagement
- Business Development
- Strategic Planning
- Project Management
- Media Relations
- Public Speaking
- Digital Marketing
- Crisis Communications
- Event Management

TECHNICAL SKILLS

- Content Management Systems (Civic Plus, WordPress)
- Website Management
- Database Management
- Adobe Creative Suite
- Email Marketing
- Social Media Management Tools
- Website Analytics

EDUCATION

University of Connecticut
Bachelor of Arts,
Communications/Journalism

[redacted]

Town of Needham

Economic Development Manager — August 2020 - present

- Develop and implement short-and long-term economic development strategies and business assistance programs for existing and prospective businesses
- Work with Town departments to identify obstacles to attracting and retaining businesses including the streamlining of permitting and licensing processes, shepherd new and existing businesses through these processes
- Identify economic development challenges and work to find and implement creative solutions
- Represent the Town in informal meetings with the general public, planning agencies, the local Chamber and developers; cultivate public/private partnerships
- Provide staff support to three Town Committees
- Manage Town studies including the Needham Center Marketing Plan, the Needham Parking Study, the Needham Arts and Cultural Action Plan, and the Needham Local Transportation Study; secured grant funding and in-kind technical assistance of over $100,000 for two of the studies
- Develop and implement programs to utilize ARPA funds for economic development initiatives including the Small Business Recovery Grant Program and a public art program
- Spearheading the effort to develop site selection marketing materials to attract new businesses to Needham

Dedham Square Circle

November 2007 - August 2020

Executive Director

- Provided oversight of annual budget and operations, worked closely with the Board to develop and execute organization's strategic plan; managed two part-time employees
- Strategically partnered with other community and civic organizations, small businesses, commercial property owners and town officials to create and build upon economic development initiatives
- Advocated for over 100 small businesses on issues including public safety, parking, and redevelopment opportunities including securing $6.5 million in state and local funding for the Dedham Square Improvement Project
- Appointed member of the Town's Dedham Square Planning Committee; participant in regular meetings of elected boards including Select Board, Planning Board and Zoning Board of Appeals
- Created content for DSC's website, electronic and social media to ensure consistency; managed media relations and community engagement efforts
- Planned and managed several annual community events and promotions which attracted thousands of attendees to the downtown, founded and managed operations of the Dedham Farmers Market
- Developed regional branding campaign which reached over 100,000 people to promote Dedham Square upon completion of downtown streetscape project
- Successfully recruited and retained dozens of small businesses

VOLUNTEER WORK

Dedham Town Meeting
Elected Precinct Representative
2009 - present

Dedham Cultural Council
Appointed Member
2021 - present

Dedham Square Planning Committee
Appointed Member
2018 - 2022

Dedham Community Association
Board of Directors
2005 - 2015

Dedham Youth Soccer
Coach
2010 - 2021

Make-A-Wish of Massachusetts and Rhode Island
Wish Granting Volunteer
1995 - 2006

Make-A-Wish of Massachusetts and Rhode Island

Communications Consultant — January - May 2012
September 2004 - December 2006

- Served as producer of a video for the organization's 25th anniversary gala
- Produced fundraising and outreach collateral including Annual Appeal brochure that raised over $75,000
- Managed all live on-air broadcast content and interviews for “Wish-A-Thon” with Oldies 103 which raised $500,000
- Served as Interim Communications Manager fall 2006

Communications Manager — May 2001 - May 2004

- Served as Foundation’s media spokesperson, developed and implemented new branding, marketing strategy and materials for special events, promotions and community outreach efforts.
- Built a pool of in-kind creative resources to minimize overhead costs, secured pro-bono services from local branding firm and local ad agency valued at over $100,000
- Instrumental in creation and launch of community-wide “Stories of Light” annual radio campaign to raise funds and awareness for organization throughout Greater Boston market
- Chief writer and editor of website and quarterly newsletter
- Conducted regular public presentations, founded and trained dozens of volunteers to serve on Speakers Bureau
- Managed MIS operations and supervised two MIS consultants

Development & Public Relations Manager — November 1995 - April 2001

- Managed corporate, individual and foundation giving programs and all marketing and communications initiatives
- Researched prospects, prepared funding proposals, developed and implemented Foundation’s Annual Appeal Campaign
- Created unique donor acknowledgment program featuring original art by wish children
- Supervised one full-time staff assistant and one part-time MIS consultant

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

Agenda Item	Needham Local Transportation Study
Presenter(s)	Gal Kramer and Cathal O'Gorman, Via Strategies Amy Haelsen, Director of Communications and Community Engagement Tyler Gabrielski, Management Analyst, Department of Public Works

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**
The team from Via Strategies will provide an overview of the study they recently completed for the Town which evaluated existing local transportation options in Needham and identified the gaps in service. The Via team will share their recommendations for transportation alternatives.	
2.	**VOTE REQUIRED BY SELECT BOARD**
N/A - Discussion Only	
3.	**BACK UP INFORMATION ATTACHED:**
a. Needham Local Transportation Study Slide Deck	

Needham Local Transportation Study

Select Board Meeting

July 25, 2023

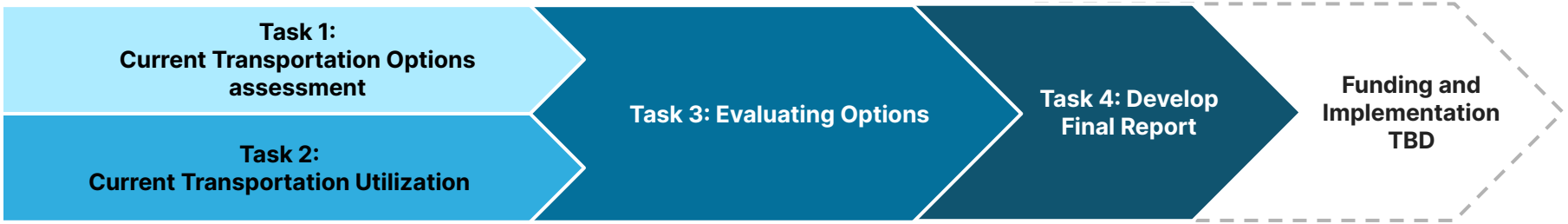
Presentation Outline

1. Project Overview
2. Existing Transportation Options
3. Public Engagement Highlights
4. Review of Transportation Alternatives
5. Decision making

Project Goal

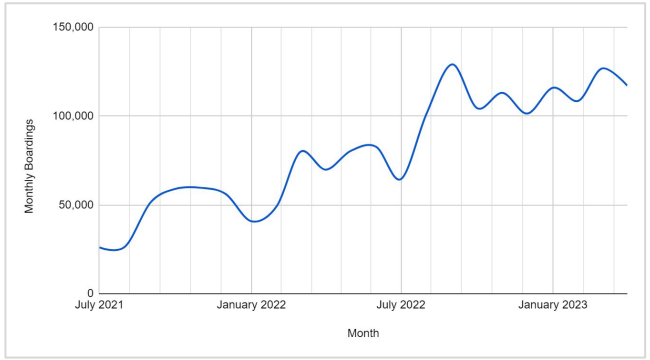
To evaluate the existing local transportation options in Needham, **identify gaps** in service, and make recommendations for **new services or changes to existing services**.

Project Overview

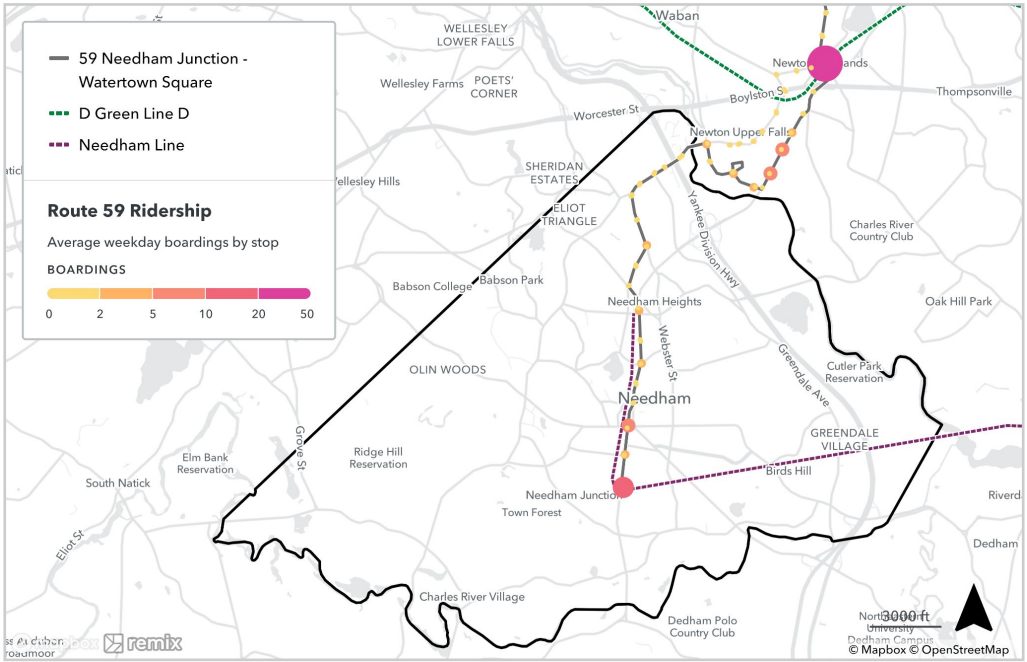


MBTA Services

- Commuter Rail
- Bus 59
- Paratransit RIDE
- Green Line T



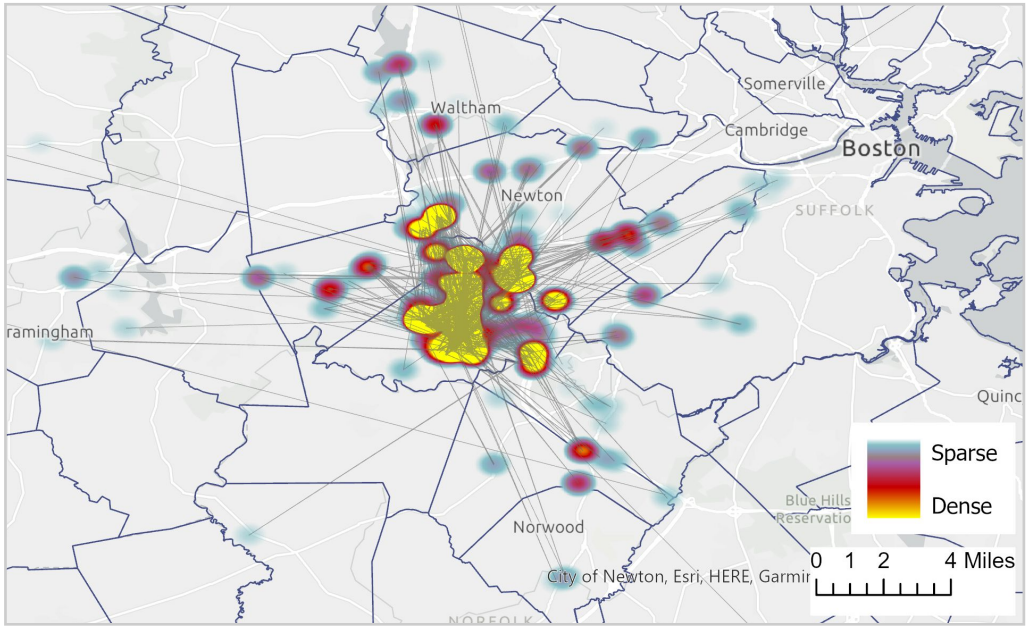
Needham Line Ridership



Route 59 average weekday ridership by stop

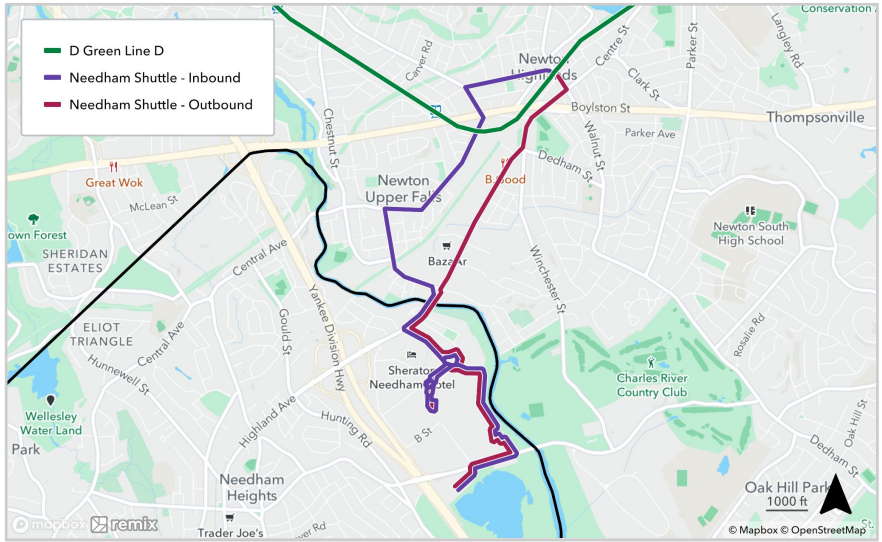
Needham Transportation Services

- Needham Taxi Service
- Needham Community Council Lyft Program

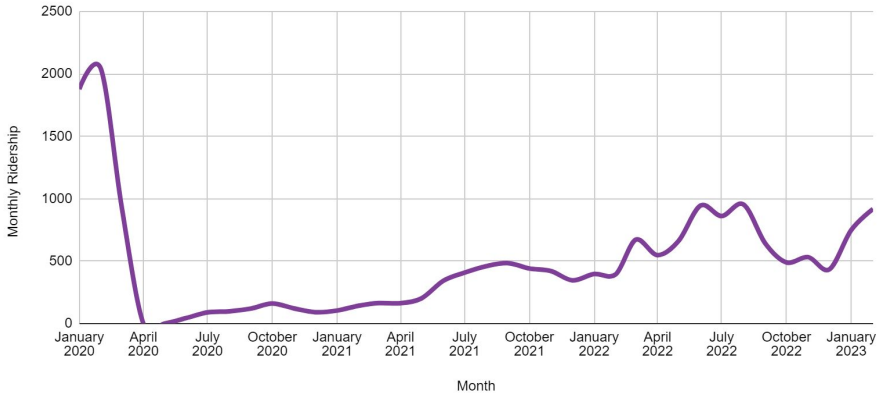


Heat Map of Needham Community Council Lyft Program (May 2021 - May 2023)

128 Business Council Shuttle



Shuttle Map



Monthly Ridership

Stakeholder Interviews

- Beth Israel Deaconess Hospital
- Olin College of Engineering
- New England Business Center
- Needham Community Council
- Needham Council on Aging
- Commission on Disabilities
- Parents of school aged children engaged in after-school activities

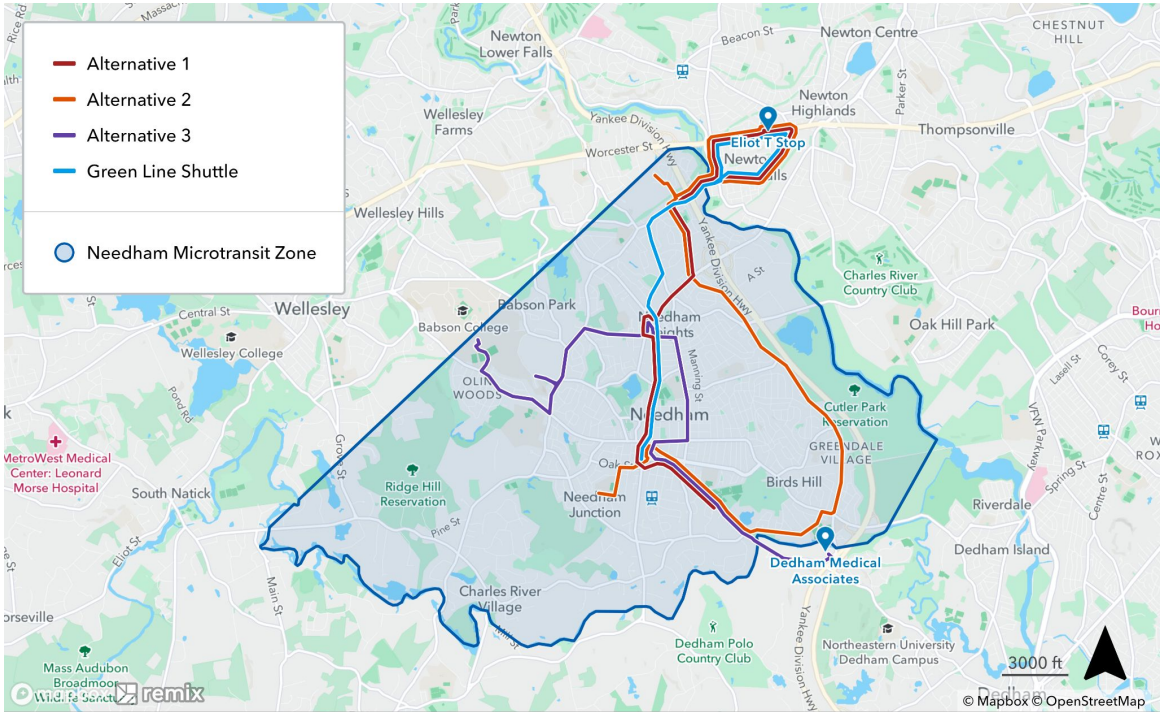
Public Survey Highlights

A total of **417** survey responses were received.

- **Driving** is the most common form of transportation.
- Only **16%** of respondents use public transportation at least twice per week.
- The two most common reasons to use public transit were:
  1. Difficulty finding **parking**
  2. **Affordability** compared to driving or taxis/ubers
- Respondents are most likely to use public transit if it is **convenient**, **frequent**, and **direct** (most Needham residents are considered '**choice riders**').
- **65%** of respondents said they would use public transit for recreational purposes, special events, or **social activities**. Only **36%** of respondents said they would use public transit for **commuting**.
- **51%** of respondents would use **microtransit** at least occasionally.

Transportation Alternatives

1. Bus Route 1: Needham Center
2. Bus Route 2: Needham East
3. Bus Route 3: East/West Needham
4. Microtransit: Needham + Key Destinations
5. Hybrid: Green Line T Shuttle + Needham Microtransit

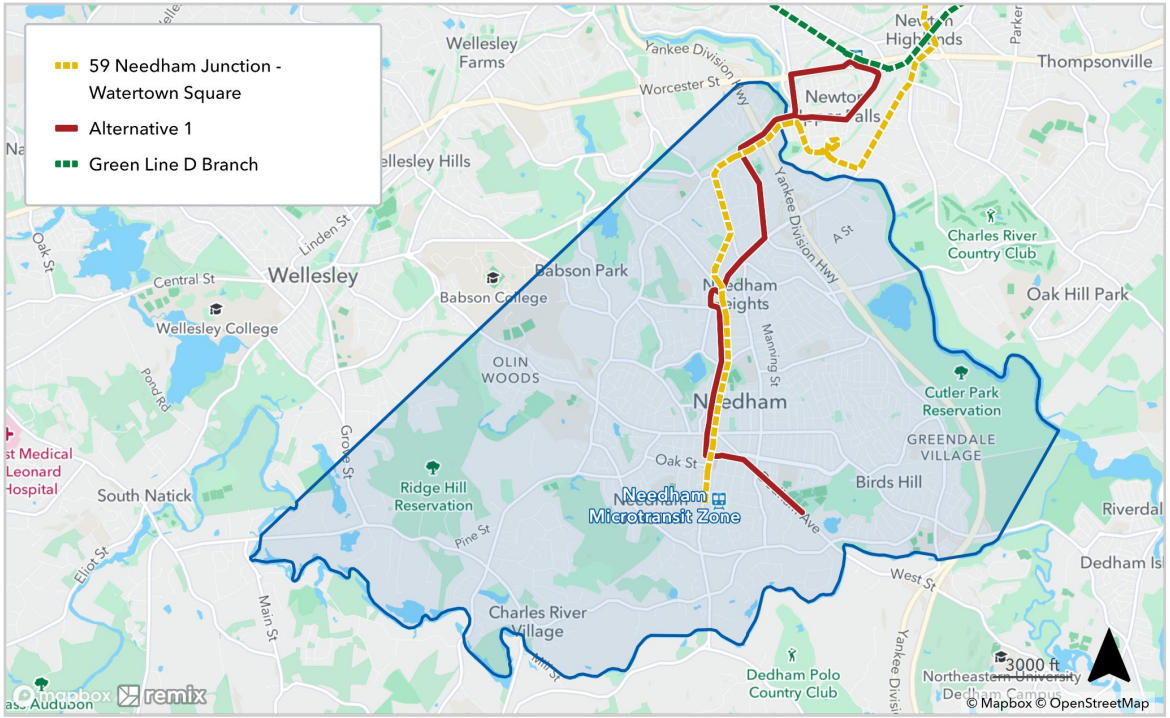


Alternative 1: Needham Center Bus Route

Runs from the Eliot T stop to DeFazio Park through Needham Heights and Needham Center. It connects to the Green Line and the Commuter Rail.

Run time: 40 minutes

Vehicles: 2 (running every 30 minutes).

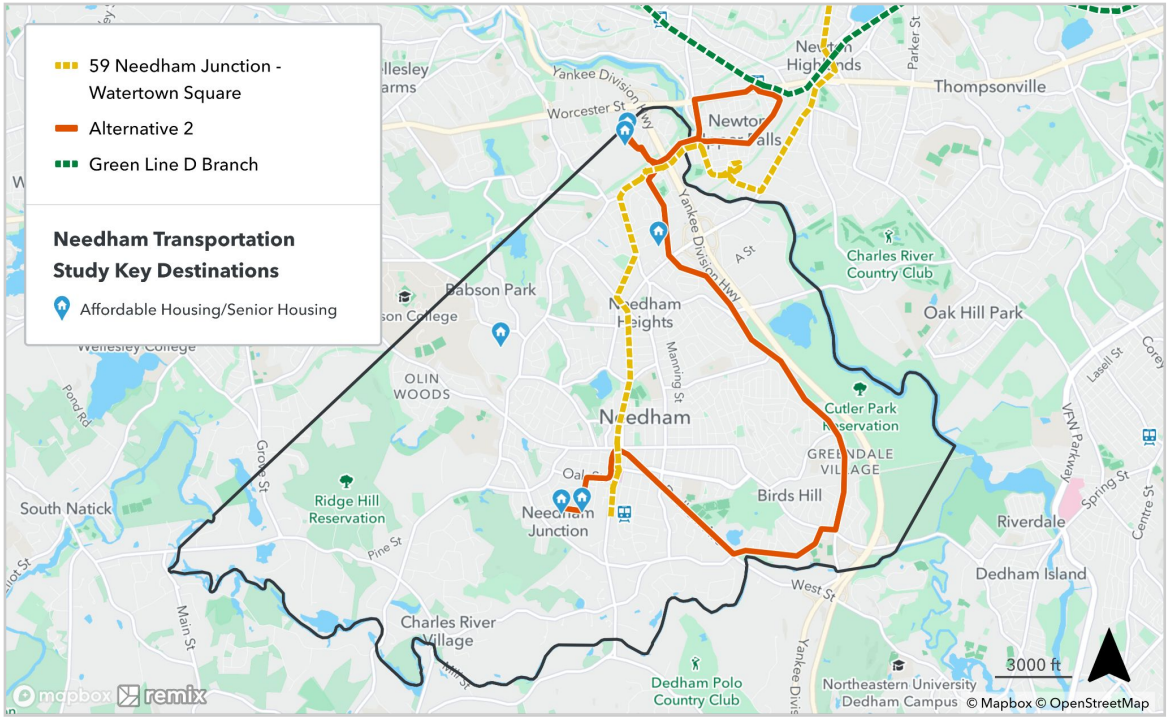


Alternative 2: Needham East Bus Route

Connects Eliot T stop to the High Rock neighborhood through Needham Center, Beth Israel Deaconess Hospital, and DeFazio Park. The route avoids redundancy through Needham Center and Needham Heights which is provided by the MBTA Route 59 and instead prioritizes affordable housing and senior housing complexes.

Run time: 60 minutes

Vehicles: 3 (running every 30 minutes).

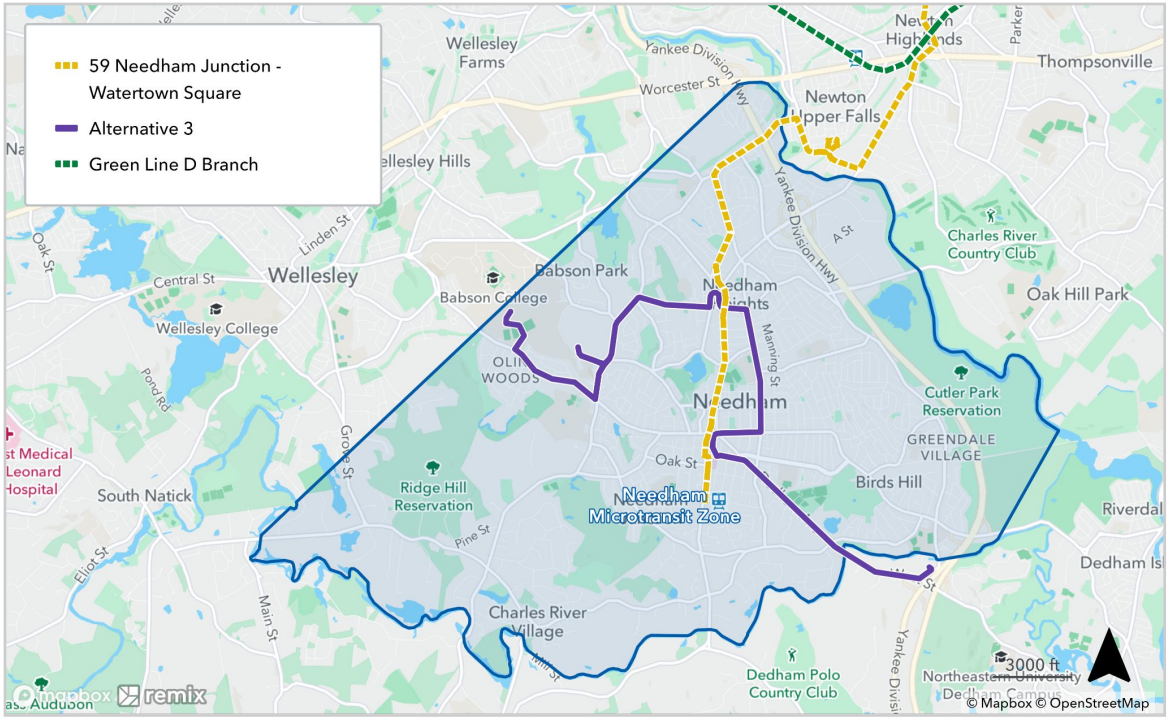


Alternative 3: East/West Needham Bus Route

Runs from Olin College to the Dedham Medical Center, through Needham Heights and Needham Medical Center. Transfers can be made in Needham Center or Needham Heights to Route 59 for connections to the Green Line.

Run time: 50 minutes

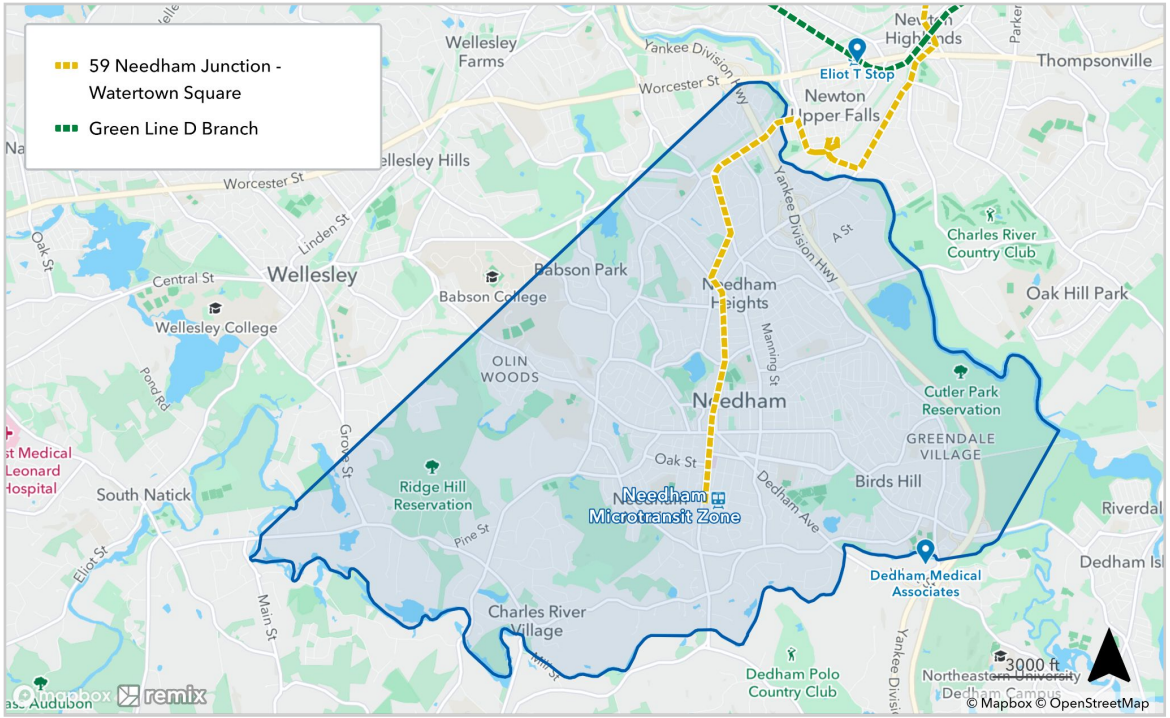
Vehicles: 3 (running every 30 minutes).



Alternative 4: Microtransit Needham + Key Destinations

Provides microtransit to the entire town of Needham. It also includes two key destinations outside of the Town which are the Eliot Green Line T Stop and Dedham Medical Associates. All trips will have to either start or end in Needham.

Vehicles: 2 - 4

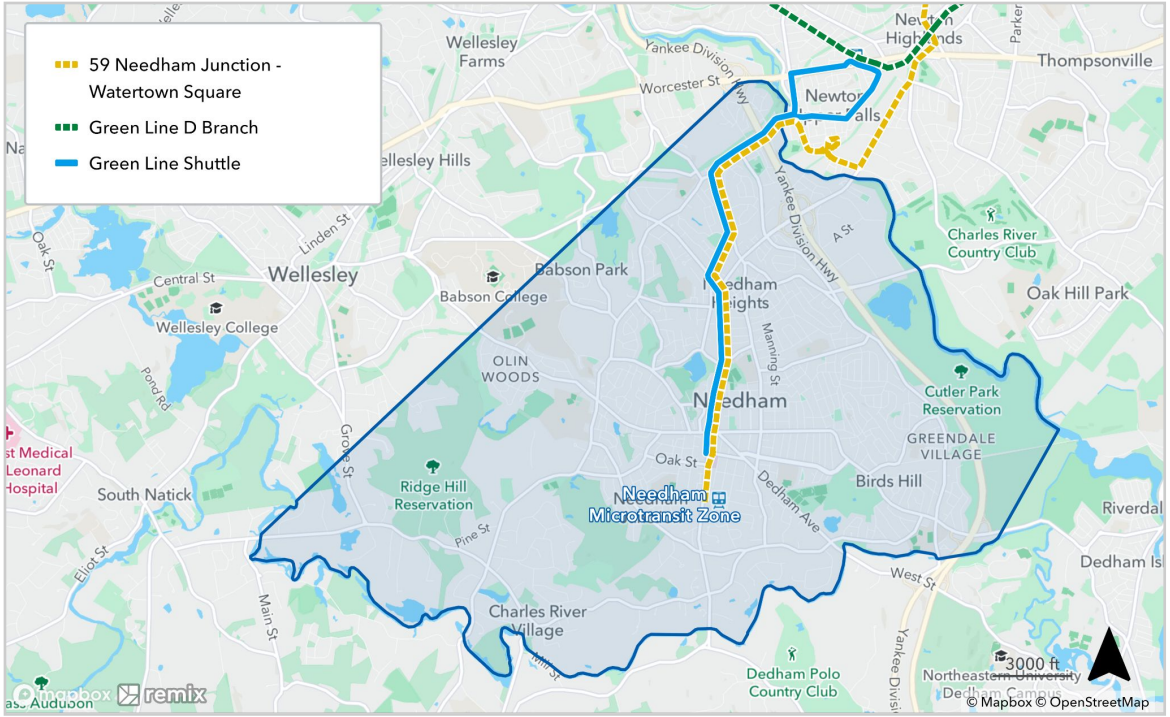


Alternative 5: Hybrid: Green Line T Shuttle + Needham Microtransit

Provides microtransit to the entire town of Needham and shuttle service from Needham Center to the Green Line to facilitate multimodal trips. The shuttle should be timed to run between runs of the 59 bus to provide residents twice the frequency of service, offering more opportunities to connect from Needham Center and Needham Heights to the Green Line.

Shuttle run time: 30 minutes

Vehicles: 2 - 4 microtransit + 2 shuttle buses



Transportation Alternatives

Alternative	1. Fixed-Route: Needham Center	2. Fixed-Route: Needham East	3. Fixed-Route: East/West	4. Microtransit Needham + Key Destinations	5. Hybrid Combined Microtransit + fixed Route
Weekday Ridership	90	70	70	145	170
Annual Ridership	27,700	33,200	33,500	46,000	53,700
Vehicles Required at Peak	2	3	3	3	5
Annual Vehicle Hours	5,550	9,300	7,800	9,900	13,500
Average Productivity (passengers per vehicle hour)	4.6 - 5.6	3.1 - 4.1	3.9 - 4.9	4.1 - 5.1	3.5 - 4.5
Annual Operating Cost (millions of dollars)	$0.66 - $0.78	$1.11 - $1.30	$0.94 - $1.10	$0.84 - $0.91	$1.32 - $1.47
Average Cost per Passenger	$24 - $28	$34 - $39	$28 - $33	$18 - $20	$25 - $27

Transportation Alternatives Summary

Alternative 1 (Needham Center Bus)

- Lowest annual cost (and fewest vehicle hours)
- Lower ridership estimate (third highest)
- Second lowest cost per trip
- Most productive because it requires the fewest vehicles

Alternative 2 (Needham East Bus) and Alternative 3 (East/West Bus)

- Higher annual operating costs than Alternatives 1 and 4
- Highest average cost per passenger

Alternative 4 (Microtransit)

- Lowest cost per trip
- Second highest ridership estimate
- Second most productive alternative

Alternative 5 (Hybrid Bus + Microtransit)

- Highest ridership estimate
- Higher cost per trip than Alternative 4 (third highest)
- Comparable cost per passenger to Alternative 1 (Needham Center Bus)

Decision Making

1. **Cost per trip:** evaluates the value of each dollar spent.
2. **Total annual cost:** dictates the total budget needed to operate the service.
3. **Total ridership:** measures how many people are using and benefiting from the service.
4. Benefits and tradeoffs of the different **transit modes**.
    a. Fixed-routes offer regular and predictable schedules; is familiarity and ease of use. Does not require booking rides or meeting vehicles at unsigned locations.
    b. Microtransit offers flexibility and more travel destinations, can offer shorter wait times (depending on the time of day and demand for ridership).

Transportation Alternatives Summary

Alternative	Productivity	Cost Per Trip	Total Cost	Ridership
1. Fixed-Route: Needham Center				
2. Fixed-Route: Needham East				
3. Fixed-Route: East/West				
4. Microtransit Needham + Key Destinations				
5. Hybrid Combined Microtransit + fixed Route				

Best performing		Worst Performing

Questions?

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

Agenda Item	Public Hearing: Eversource Grant of Location – Canavan Circle
Presenter(s)	Joanne Callender, Eversource Representative

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

Eversource Energy requests permission to install approximately 1,391 feet of conduit and seven new utility holes in Canavan Circle, approximately 341 feet of conduit and two new utility holes in Standish Road, approximately 116 feet of conduit in Alden Road and approximately 25 feet of conduit in Stewart Road. The reason for this work is to upgrade the conduit and cable system in the area.

The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, that conduit must be placed at 24" below grade to the top of the conduit.

2.	**VOTE REQUIRED BY SELECT BOARD**

Suggested Motion: That the Select Board approve and sign a petition from Eversource Energy to install approximately 1,391 feet of conduit and seven new utility holes in Canavan Circle, approximately 341 feet of conduit and two new utility holes in Standish Road, approximately 116 feet of conduit in Alden Road and approximately 25 feet of conduit in Stewart Road.

3.	**BACK UP INFORMATION ATTACHED**

a. DPW Review Sheet
b. Letter of Application
c. Petition
d. Order
e. Petition Plan
f. Notice Sent to Abutters
g. List of Abutters

TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

NEEDHAM, MA 02492 Telephone: (781) 455-7550
www.needhamma.gov/dpw

TO: Kristin Scoble, Select Board Office
FROM: DPW Office
DATE:
RE:

For Select Board Meeting of

Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: JUNE 28, 2023 REVIEWER: R.W.W.

SITE LOCATION: CANAVAN CIRCLE UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

A Sidewalk/Grass Strip Crossing Only Peer Review _____

B Work Within Paved Road Perpendicular Crossing Peer Review _____

(C) Work Within a Plaza Area/Landscaped Island/Parallel Along Roadway
Peer Review _____ Div. Head Review tar 6/28/23

D Other Peer Review _____ Div. Head Review _____

- ☐ Petition Plan Consistent with Field Review
- ☒ Diameter of Conduit 4"
- ☑ Depth of Conduit
- ☑ Utility Conflicts YES
- ☑ Crossing Perpendicular to Road YES
- ☑ Public Road
- ☐ Double Pole N/A
- ☐ Old Pole Removed N/A
- ☐ Cables Transferred to New Pole
- ☑ New Riser on Pole YES
- ☑ Visible Trench Patch across Road/Sidewalk YES
- ☐ Abutters List Complete
- ☑ Photos Included

Department Head _____

COMMENTS:

TRENCH WAS VISIBLE ALONG PORTIONS OF CANAVAN CIRCLE. CONSTRUCTION CREW PRESENT AND WORKING.

Emergency repair work was approved. The application is in order pending a public meeting.
tar 6/28/23

EVERSOURCE ENERGY

180 Calvary Street
Waltham, Ma 02453

June 14, 2023

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Canavan Circle
Needham, MA
W.O.# 10302888

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining two Grant of Locations to install approximately 1391 feet of conduit and seven new manholes in Canavan Circle, approximately 341 feet of conduit and two new manholes in Standish Road, approximately 116 feet of conduit in Alden Road and approximately 25 feet of conduit in Stewart Road.

The reason for this work is to upgrade the conduit and cable system in the area.

If you have any further questions, contact Joanne Callender at (781) 314-5054. Your prompt attention to this matter would be greatly appreciated.

Very truly yours,

Richard M. Schifone
Richard M. Schifone
Rights and Permits, Supervisor

RMS/HC
Attachments

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

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

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

Canavan Circle -	**Southerly thence easterly thence northerly from pole 273/3, at the intersection of Alden Road and Canavan Circle, install approximately 1,391 feet of conduit and seven new manholes: MH31836, MH31837, MH31838, MH31862, MH31841, MH31842 and MH31843.**
Standish Road -	**Southerly thence southeasterly from Canavan Circle, install approximately 341 feet of conduit and two new manholes: MH31839 and MH31840.**
Alden Road -	**Easterly from Canavan Circle, install approximately 116 feet of conduit.**
Stewart Road -	**Northeasterly from Alden Road, to pole 445/10, install approximately 25 feet of conduit.**

W.O.# 10302888

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

1. Conduits and manholes shall be located as shown on the plan made by **T. Thibault, Dated April 26, 2023** on the file with said petition.
2. Said company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. All work shall be done to the satisfaction of the Select Board or such officer or officers as it may appoint to supervise the work.

1 _____
2 _____
3 _____
4 _____
5 _____

Select Board
the Town of
NEEDHAM

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2023 at _____ in said Town.

1 _____
2 _____
3 _____
4 _____
5 _____

Select Board
the Town of
NEEDHAM

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Select Board** of the Town of **NEEDHAM,** Masssachusetts, duly adopted on the _____ day of _____, 2023 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

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

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

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

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

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **T. Thibault, dated April 26, 2023,** and filed herewith, under the following public way or ways of said Town:

Canavan Circle -	**Southerly thence easterly thence northerly from pole 273/3, at the intersection of Alden Road and Canavan Circle, install approximately 1,391 feet of conduit and seven new manholes: MH31836, MH31837, MH31838, MH31862, MH31841, MH31842 and MH31843.**
Standish Road -	**Southerly thence southeasterly from Canavan Circle, install approximately 341 feet of conduit and two new manholes: MH31839 and MH31840.**
Alden Road -	**Easterly from Canavan Circle, install approximately 116 feet of conduit.**
Stewart Road -	**Northeasterly from Alden Road, to pole 445/10, install approximately 25 feet of conduit.**

W.O.# 10302888

NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY

By: *Richard M. Schifone*
Richard M. Schifone
Rights & Permits, Supervisor

Dated this 14 day of June 2023

Town of **NEEDHAM** Massachusetts

Received and filed _____2023

_____

63 crossings/conflicts

11

N:\SHARED-mmas-vf02\CIMAGE\BASELINS\NEE\NEE-CANAVAAA.dwg

CANAVAN CIRCLE

NAD 1983

INSTALL NEW CONCRETE 3' x 3' MANHOLE MH31836

INSTALL 2 - 4" PVC PIPES TYPE EB IN CONCRETE SECTION 2 FIG. 1 HDD CONDUIT 219'±

INSTALL 2 - 4" PVC PIPES TYPE EB IN CONCRETE SECTION 2 FIG. 1 HDD CONDUIT 96'±

#84 #29 #78 #75 #39

ALDEN RD

APPROX. R.O.W

BIT SIDEWALK

GRASS

BSW EOP

CC

273/3

273/3-S

GUY

UMH

CBWT

SMH

MH31836

MBX

GG

DWY

12"D

8" SEWER

8" WATER

6" SEWER

24" DRAIN

2" GAS

THH

UHH(2)

OSM

HYD

FIBER

2"G

SB

S

WG

DMH

CBWOT

SHEET1

SHEET2

EOP

NOTE:

EVERSOURCE CONSTRUCTION WILL MAINTAIN 18" OF CLEARANCE BY GOING EITHER OVER OR UNDER ANY UTILITIES IT CROSSES.

NOTES:

THE LOCATION OF UNDERGROUND STRUCTURES ARE FROM PLANS AND RECORDS AND ARE APPROXIMATE ONLY. IN ADDITION, SURFACE FEATURES OF UTILITIES AND SERVICES LOCATED BY FIELD SURVEY ARE TIEDIN TO THEIR NEAREST MAIN SERVICE LINE IF NO RECORDS WERE AVAILABLE TO CONFIRM IT'S UNDERGROUND EXISTENCE.

ANY UNDERGROUND STRUCTURES NOT EVIDENT WERE REQUESTED, YET UNAVAILABLE AT THIS PRESENT TIME.

0 20 40

SCALE IN FEET

DIMENSIONS						
	4" Ducts		5" Ducts		6" Ducts	
FIG	A Inches	B Inches	A Inches	B Inches	A Inches	B Inches
1A	10"	10"	11"	11"	12"	12"
1	16 1/2	10 1/2	18 1/2	11 1/2	21"	12 1/2
2	22 1/2	10 1/2	25 1/2	11 1/2	29"	12 1/2
3	28 1/2	10 1/2	32 1/2	11 1/2	37"	12 1/2
4	16 1/2	16 1/2	18 1/2	18 1/2	21"	21"
5	22 1/2	16 1/2	25 1/2	18 1/2	29"	21"
6	16 1/2	22 1/2	18 1/2	25 1/2	21"	29"
7	16 1/2	28 1/2	18 1/2	32 1/2	21"	37"
8	28 1/2	16 1/2	32 1/2	18 1/2	37"	21"
9	22 1/2	22 1/2	25 1/2	25 1/2	29"	29"
10	34 1/2	16 1/2	39 1/2	18 1/2	45"	21"
11	16 1/2	34 1/2	18 1/2	39 1/2	21"	45"
12	22 1/2	28 1/2	25 1/2	32 1/2	29"	37"
13	28 1/2	22 1/2	32 1/2	25 1/2	37"	29"
14	40 1/2	16 1/2	46 1/2	18 1/2	53 1/2	21"
15	16 1/2	40 1/2	18 1/2	46 1/2	21"	53 1/2
16	16 1/2	48 1/2	18 1/2	53 1/2	21"	61"

SECTION - 2
STREET SURFACE

3'-0" MIN.

FIG. 1 2-DUCTS

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

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MASS. LAW

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

C#	101-23
Ward #	
Work Order #	10302888
Surveyed by:	GR/SJ/VT
Research by:	GR
Plotted by:	LM
Proposed Structures:	LM
Approved:	T THIBAULT
P#	

NSTAR ELECTRIC d/b/a EVERSOURCE

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of CANAVAN CIR
NEEDHAM

Showing PROPOSED CONDUIT & NEW MANHOLES LOCATION

Scale 1"=20' Date APRIL 26, 2023

SHEET 1 of 6

N:\SHARED-mmas-vf02\CIMAGE\BASELINS\NEE\NEE-CANAVAAA.dwg

NAD 1983

#75 #65 #53

SHEET2 SHEET3

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 47'±

INSTALL NEW CONCRETE
3' x 3' MANHOLE
MH31837

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 205'±

INSTALL NEW CONCRETE
3' x 3' MANHOLE
MH31838

GG BSW 2" GAS 8" WATER FIBER 8" SEWER APPROX. R.O.W CONC SIDEWALK GRASS MBX THH UHH GG GRASS EOP GRASS WSO MBX DWY 12"D GRASS CBWT 12"D DWY UHH WSO CONC SIDEWALK UHH MBX GRASS FIBER 8"W FIBER 8" SEWER

MH31837 FIBER W G G G W FIBER MH31838

CBWT 12" DRAIN GRASS BIT SIDEWALK MBX DMH 12" DRAIN EOP

EOP GRASS BIT SIDEWALK MBX GG 15"D DWY UHH WSO THH BSW DWY

WSO BSW APPROX. R.O.W DWY THH PMH4876 PMH4877

SHEET1 SHEET2

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 17'±

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 28'±

CANAVAN CIRCLE

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 16'±

#78 #66 #56 #48

NOTE:

EVERSOURCE CONSTRUCTION WILL MAINTAIN 18" OF CLEARANCE BY GOING EITHER OVER OR UNDER ANY UTILITIES IT CROSSES.

NOTES:

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ANY UNDERGROUND STRUCTURES NOT EVIDENT WERE REQUESTED, YET UNAVAILABLE AT THIS PRESENT TIME.

0 20 40
SCALE IN FEET

DIMENSIONS						
	4" Ducts		5" Ducts		6" Ducts	
FIG	A Inches	B Inches	A Inches	B Inches	A Inches	B Inches
1A	10"	10"	11"	11"	12"	12"
1	16½	10½	18½	11½	21"	12½
2	22½	10½	25½	11½	29"	12½
3	28½	10½	32½	11½	37"	12½
4	16½	16½	18½	18½	21"	21"
5	22½	16½	25½	18½	29"	21"
6	16½	22½	18½	25½	21"	29"
7	16½	28½	18½	32½	21"	37"
8	28½	16½	32½	18½	37"	21"
9	22½	22½	25½	25½	29"	29"
10	34½	16½	39½	18½	45"	21"
11	16½	34½	18½	39½	21"	45"
12	22½	26½	25½	32½	29"	37"
13	28½	22½	32½	25½	37"	29"
14	40½	16½	46½	18½	53½	21"
15	16½	40½	18½	46½	21"	53½
16	16½	48½	18½	53½	21"	61"

SECTION - 2
STREET SURFACE
3'-0" MIN.
3" 11½" 3" 3" 3" A B 1 2
FIG. 1 2-DUCTS

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MASS. LAW
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P#	

NSTAR ELECTRIC d/b/a EVERSOURCE
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of CANAVAN CIR
NEEDHAM
Showing PROPOSED CONDUIT & NEW MANHOLES LOCATION

Scale 1"=20' Date APRIL 26, 2023
SHEET 2 of 6

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NAD 1983

#41

#34

#48

#40

SHEET2
SHEET3

SHEET5
SHEET3

SHEET3
SHEET4

CANAVAN CIRCLE

STANDISH RD

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 75'±

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 123'±

INSTALL NEW CONCRETE
3' x 3' MANHOLE
MH31839

INSTALL NEW CONCRETE
3' x 3' MANHOLE
MH31862

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 18'±

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 134'±

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 46'±

MH31862
MH31839
CSSPMH4878
PMH4879
SMH
DMH
CBWT
HYD
SB
MBX
UHH
THH
WSO
CATVHH
2-UHH's
12" DRAIN
8" SEWER
8" WATER
2" GAS
FIBER
CONC SW
GRASS
BIT. BERM
BIT SIDEWALK
APPROX. R.O.W
BSW
DWY
CC
GG
BCC
EOP
8"W
8"S
12"D

NOTE:

EVERSOURCE CONSTRUCTION WILL MAINTAIN 18" OF CLEARANCE BY GOING EITHER OVER OR UNDER ANY UTILITIES IT CROSSES.

NOTES:

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ANY UNDERGROUND STRUCTURES NOT EVIDENT WERE REQUESTED, YET UNAVAILABLE AT THIS PRESENT TIME.

0 20 40
SCALE IN FEET

FIG	DIMENSIONS 4" Ducts A Inches	4" Ducts B Inches	5" Ducts A Inches	5" Ducts B Inches	6" Ducts A Inches	6" Ducts B Inches
1A	10"	10"	11"	11"	12"	12"
1	16½"	10½"	18½"	11½"	21"	12½"
2	22½"	10½"	25½"	11½"	29"	12½"
3	28½"	10½"	32½"	11½"	37"	12½"
4	16½"	16½"	18½"	18½"	21"	21"
5	22½"	16½"	25½"	18½"	29"	21"
6	16½"	22½"	18½"	25½"	21"	29"
7	16½"	28½"	18½"	32½"	21"	37"
8	28½"	16½"	32½"	18½"	37"	21"
9	22½"	22½"	25½"	25½"	29"	29"
10	34½"	16½"	39½"	18½"	45"	21"
11	16½"	34½"	18½"	39½"	21"	45"
12	22½"	28½"	25½"	32½"	29"	37"
13	28½"	22½"	32½"	25½"	37"	29"
14	40½"	16½"	46½"	18½"	53½"	21"
15	16½"	40½"	18½"	46½"	21"	53½"
16	16½"	46½"	18½"	53½"	21"	61"

SECTION - 2
STREET SURFACE

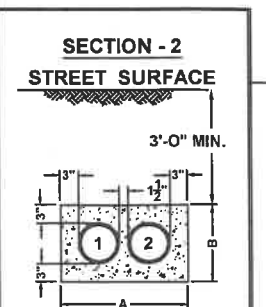

FIG. 1 2-DUCTS

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

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P#	

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1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of CANAVAN CIR
NEEDHAM
Showing PROPOSED CONDUIT & NEW MANHOLES LOCATION

Scale 1"=20' Date APRIL 26, 2023
SHEET 3 of 6

N:\SHARED-mmas-vf02\CIMAGE\BASELINS\NEE\NEE-CANAVAAA.dwg

STANDISH RD

#171

#34

#163

#157

#160

#174

#180

#156

SHEET3
SHEET4

INSTALL NEW CONCRETE
3' x 3' MANHOLE
MH31840

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 158'±

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 14'±

MH31840
PMH4880
CBWT
CBWT FOP
SMH
SMH
471/16
GUY
STONE WALL
CONC. SW
GRASS
APPROX. R.O.W
BSW
BCC
GG
SB
MBX
UHH
EHH
CATVHH
THH
HYD
2" GAS
8" SEWER
8" WATER
8"W
12"D
BCC 8"S

NAD 1983

NOTES:

THE LOCATION OF UNDERGROUND STRUCTURES ARE FROM PLANS AND RECORDS AND ARE APPROXIMATE ONLY. IN ADDITION, SURFACE FEATURES OF UTILITIES AND SERVICES LOCATED BY FIELD SURVEY ARE TIED-IN TO THEIR NEAREST MAIN SERVICE LINE IF NO RECORDS WERE AVAILABLE TO CONFIRM IT'S UNDERGROUND EXISTENCE.

* ANY UNDERGROUND STRUCTURES NOT EVIDENT WERE REQUESTED, YET UNAVAILABLE AT THIS PRESENT TIME.

0 20 40
SCALE IN FEET

DIMENSIONS						
	4" Ducts		5" Ducts		6" Ducts	
FIG	A Inches	B Inches	A Inches	B Inches	A Inches	B Inches
1A	10"	10"	11"	11"	12"	12"
1	16½"	10½"	18½"	11½"	21"	12½"
2	22½"	10½"	25½"	11½"	29"	12½"
3	28½"	10½"	32½"	11½"	37"	12½"
4	16½"	16½"	18½"	18½"	21"	21"
5	22½"	16½"	25½"	18½"	29"	21"
6	16½"	22½"	18½"	25½"	21"	29"
7	16½"	28½"	18½"	32½"	21"	37"
8	28½"	16½"	32½"	18½"	37"	21"
9	22½"	22½"	25½"	25½"	29"	29"
10	34½"	16½"	39½"	18½"	45"	21"
11	16½"	34½"	18½"	39½"	21"	45"
12	22½"	26½"	25½"	32½"	29"	37"
13	28½"	22½"	32½"	25½"	37"	29"
14	40½"	16½"	46½"	18½"	53½"	21"
15	16½"	40½"	18½"	46½"	21"	53½"
16	16½"	46½"	18½"	53½"	21"	61"

SECTION - 2
STREET SURFACE

3'-0" MIN.

FIG. 1 2-DUCTS

NOTE:

EVERSOURCE CONSTRUCTION WILL MAINTAIN 18" OF CLEARANCE BY GOING EITHER OVER OR UNDER ANY UTILITIES IT CROSSES.

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

C# 101-23	NSTAR ELECTRIC d/b/a EVERSOURCE
Ward #	1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Work Order # 10302888	Plan of CANAVAN CIR
Surveyed by: GR/SJ/VT	NEEDHAM
Research by: GR	Showing PROPOSED CONDUIT & NEW MANHOLES LOCATION
Plotted by: LM	
Proposed Structures: LM	
Approved: T THIBAULT	Scale 1"=20' Date APRIL 26, 2023
P#	SHEET 4 of 6

N:\SHARED-mmas-vf02\CIMAGE\BASELINS\NEE\NEE-CANAVAAA.dwg

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 92'±

INSTALL NEW CONCRETE
3' x 3' MANHOLE
MH31841

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 158'±

INSTALL NEW CONCRETE
3' x 3' MANHOLE
MH31842

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 76'±

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 12'±

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG.-1
HDD CONDUIT 12'±

SHEET6
SHEET5

SHEET5
SHEET3

#33 #29 #15 #15 #12 #34 #26 #20

UHH
2-CATVHH's
APPROX. R.O.W
2" GAS
THH
CONC SW
GRASS
WSO
MBX
BSW
DWY
CONC SIDEWALK
GG
SB
EOP
8" WATER
FIBER
8" SEWER
1.5'G
CATV
MH31841
SMH
MH31842
CATVHH
EHH
PMH4882
PMH4881
CANAVAN CIRCLE
CONC. SW
GC
W
WG
G
NAD 1983
2"G
8"W
APPROX. R.O.W

NOTES:

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ANY UNDERGROUND STRUCTURES NOT EVIDENT WERE REQUESTED, YET UNAVAILABLE AT THIS PRESENT TIME.

0 20 40
SCALE IN FEET

DIMENSIONS						
FIG	4" Ducts A Inches	4" Ducts B Inches	5" Ducts A Inches	5" Ducts B Inches	6" Ducts A Inches	6" Ducts B Inches
1A	10"	10"	11"	11"	12"	12"
1	16½"	10½"	16½"	11½"	21"	12½"
2	22½"	10½"	25½"	11½"	29"	12½"
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SECTION - 2
STREET SURFACE
3'-0" MIN.
FIG. 1 2-DUCTS

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NOTE:

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C#	101-23
Ward #	
Work Order #	10302888
Surveyed by:	GR/SJ/VT
Research by:	GR
Plotted by:	LM
Proposed Structures:	LM
Approved:	T THIBAULT
P#	

NSTAR ELECTRIC d/b/a EVERSOURCE
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of CANAVAN CIR
NEEDHAM
Showing PROPOSED CONDUIT & NEW MANHOLES LOCATION

Scale 1"=20' Date APRIL 26, 2023
SHEET 5 of 6

N:\SHARED-mmas-vf02\CIMAGE\BASELINS\NEE\NEE-CANAVAAA.dwg

NAD 1983

ALDEN RD

STEWART RD

CANAVAN CIRCLE

#77 #3 #85 #84 #6 #105 #15

SMH MH31843 DMH CBS CBWT BOL HYD MBX SB THH CATVHH EHH UHH

8"W EOP 12" DRAIN BSW APPROX. R.O.W 10"S 4"G 12"D WG 4" GAS GG 2" GAS 8" WATER 8" SEWER CONC SIDEWALK GRASS FIBER COMM CONC. SW 2"G 8"W

CONC. SIDEWALK GRASS APPROX. R.O.W/BSW 445/10 CONC. SW 12" DRAIN 4" GAS 8" SEWER 8" WATER GC 12"D FIBER 10" SEWER

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 141'±

INSTALL NEW CONCRETE
3' x 3' MANHOLE
MH31843

INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1
HDD CONDUIT 103'±

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SHEET6
SHEET5

SECTION - 2
STREET SURFACE
3'-0" MIN.
FIG. 1 2-DUCTS

FIG	DIMENSIONS 4" Ducts A Inches	4" Ducts B Inches	5" Ducts A Inches	5" Ducts B Inches	6" Ducts A Inches	6" Ducts B Inches
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APPROVAL PLAN

LENGTH OF EXTENSION 1,790'±

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0 20 40
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Plan of CANAVAN CIR
NEEDHAM
Showing PROPOSED CONDUIT & NEW MANHOLES LOCATION

Scale 1"=20' Date APRIL 26, 2023
SHEET 6 of 6

GOL for Eversource

Canavan Circle, Standish Rd, Alden Rd and Stewart Rd

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/146.0-0003-000(	KAPLAN, JODIE B &	KAPLAN, STUART	12 CANAVAN CIR	NEEDHAM	MA	02492
199/146.0-0023-000(	COHEN, MICHAEL R. &	COHEN, LINDSAY M	29 CANAVAN CIR	NEEDHAM	MA	02492
199/146.0-0025-000(	SCHWARTZ, ILAN &	MILINA, MALINA KATIA	3 CANAVAN CIR	NEEDHAM	MA	02492
199/115.0-0016-000(	FRENCH, RICHARD G. TR. &	MCGHEE-FRENCH, COLLEEN A. T	39 ALDEN RD	NEEDHAM	MA	02492
199/115.0-0017-000(	SMITH-WARNER, STEPHANIE A &	WARNER, GREGORY J	29 ALDEN RD	NEEDHAM	MA	02492
199/146.0-0016-000(	CHANG, CHAW-BING TR. &	CHANG, KIA - LING TR	78 CANAVAN CIR	NEEDHAM	MA	02492
199/116.0-0008-000(	KIM, MARILYN S. TR		84 STEWART RD	NEEDHAM	MA	02492
199/116.0-0009-000(	HELFER, ANY F. & STEVEN G. TRS	85 STEWARD ROAD REALTY TRU	85 STEWART RD	NEEDHAM	MA	02492
199/146.0-0002-000(	FRIED, RONALD M. &	FRIED, RHONDA LEE ERLICH	6 CANAVAN CIR	NEEDHAM	MA	02492
199/146.0-0006-000(	ROSEMARK , BARBARA W. TR	34 CANAVAN CIRCLE REALTY TR	34 CANAVAN CIR	NEEDHAM	MA	02492
199/146.0-0022-000(	TULLY, TRACY B		33 CANAVAN CIR	NEEDHAM	MA	02492
199/115.0-0018-000(	OCONNOR, CHRISTINE M &	OCONNOR, JULIE	89 STOCKDALE RD	NEEDHAM	MA	02492
199/146.0-0012-000(	OSBAND, SCOTT J. &	OSBAND, AMY J	40 CANAVAN CIR	NEEDHAM	MA	02492
199/146.0-0013-000(	JACKSON, CYNTHIA LEWITON		48 CANAVAN CIR	NEEDHAM	MA	02492
199/146.0-0015-000(	TRIBUSH, BRUCE I. &	TRIBUSH, ANNE L	66 CANAVAN CIR	NEEDHAM	MA	02492
199/116.0-0029-000(	DONOVAN, LISA JANE		100 WHITING WAY	NEEDHAM	MA	02492
199/146.0-0014-000(	DELANO, MATHEW &	FELDMAN, ANNE S	56 CANAVAN CIR	NEEDHAM	MA	02492
199/146.0-0019-000(	WILLWERTH, BEN M. JR &	BLUME, ELIZABETH D	65 CANAVAN CIR	NEEDHAM	MA	02492
199/146.0-0021-000(	WARD, RYAN C.	WARD, KRISTEN M.	41 CANAVAN CIR	NEEDHAM	MA	02492
199/115.0-0015-000(	ZALETAEV, PAVEL &	KORSUNSKY, MARIANA	42 ALDEN RD	NEEDHAM	MA	02492
199/146.0-0001-000(	CHEN, YONGMING &	WANG, XIAOJUN	105 ALDEN RD	NEEDHAM	MA	02492
199/146.0-0005-000(	EVERETT, CATHERINE M		26 CANAVAN CIR	NEEDHAM	MA	02492
199/146.0-0010-000(	WEN, TONG &	CHU, YIM	174 STANDISH RD	NEEDHAM	MA	02492
199/146.0-0017-000(	WEINSTEIN, STEVEN +	WEINSTEIN, SYNDA B	84 CANAVAN CIR	NEEDHAM	MA	02492
199/146.0-0018-000(	DEPHILLIPPO, ARLENE, TR		75 CANAVAN CIR	NEEDHAM	MA	02492
199/146.0-0020-000(	MASTERMAN, ANDREA W		53 CANAVAN CIR	NEEDHAM	MA	02492
199/146.0-0004-000(	BERGER, CARY &	BERGER, MELISSA	20 CANAVAN CIR	NEEDHAM	MA	02492
199/146.0-0007-000(	DELL, JEFFREY A. &	KARGER, JOANNE S	171 STANDISH RD	NEEDHAM	MA	02492
199/146.0-0008-000(	ZUKOWSKI, JOHN &	ZUKOWSKI, LISA	163 STANDISH RD	NEEDHAM	MA	02492
199/146.0-0009-000(	ANSARI, SALEEM		1150 GREAT PLAIN AVE	NEEDHAM	MA	02492
199/146.0-0011-000(	GRABLER, PETER A.S. &	GRABLER, WENDY	180 STANDISH RD	NEEDHAM	MA	02492
199/146.0-0024-000(	SEJA, TALIS &	BOLIS, MARA	15 CANAVAN CIR	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.....

NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:00 p.m. on July 25, 2023 via Zoom and in person at Town Hall, 1471 Highland Avenue, Needham, MA 02492** upon petition of Eversource Energy dated **June 14, 2023** to install approximately 1,391 feet of conduit and seven new manholes in Canavan Circle, approximately 341 feet of conduit and two new manholes in Standish Road, approximately 116 feet of conduit in Alden Road and approximately 25 feet of conduit in Stewart Road. The reason for this work is to upgrade the conduit and cable system in the area.

A public hearing is required, and abutters are notified.

If you have any questions regarding this petition, please contact Joanne Callender, Eversource Energy representative at (781) 314-5054.

Marianne Cooley
Kevin Keane
Heidi Frail
Marcus Nelson
Catherine Dowd

SELECT BOARD

You are invited to a Zoom webinar;
https://us02web.zoom.us/j/83513916152?pwd=RnRubzhEelFVQkFSbGJKVm5La3VJdz09

Webinar ID: 835 1391 6152
Passcode: 389812

Dated: July 25, 2023

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 07/25/2023

Agenda Item	Public Hearing Recycling and Transfer Station User Fees and Charges.
Presenter(s)	Solid Waste Disposal & Recycling Advisory Committee David Davison, Assistant Town Manager/Finance Carys Lustig, Director of Public Works Cecilia Simchak, Director of Finance & Administration for Public Services Matthew DeMarrais, Superintendent of the Recycling & Solid Waste Division

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED

Staff will review the recommended changes to the rates. The Solid Waste Disposal & Recycling Advisory Committee met on May 16, 2023 and voted to recommend the Select Board adopt the proposed rates. It is anticipated that the Select Board will vote on the rates at its meeting on August 15, 2023.

2. VOTE REQUIRED BY SELECT BOARD

Suggested Motion: None

3. BACK UP INFORMATION ATTACHED

- **a.** Legal Notice
- **b.** June 20, 2023 Memo from Director of Finance/Administration for Public Services
- **c.** Recycling and Transfer Station User Fees and Charges Proposed Schedule

LEGAL NOTICE

Town of Needham
SELECT BOARD HEARING

The Needham Select Board will hold a hearing on Tuesday, July 25, 2023 at 6:00 p.m. in the Needham Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492. The purpose of the hearing will be to provide the public with an opportunity to comment on any proposed changes to the recycling and transfer station user fees and charges. In addition, written comments may be sent to the Select Board, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492 or may be emailed to selectboard@needhamMA.gov

2x3 Town of Needham - RTS Rate Increase 7-20-23 *7-20-23 HTW*

TOWN OF NEEDHAM, MASSACHUSETTS
PUBLIC WORKS DEPARTMENT
500 Dedham Avenue, Needham, MA 02492
Telephone (781)455-7550 Fax (781)449-9023

To: Select Board
From: Cecilia Simchak, Director of Finance/Administration for Public Services
Matt DeMarrais, Superintendent of Recycling & Solid Waste
Date: June 20, 2023
CC: Dave Davison, Assistant Town Manager/Director of Finance
Carys Lustig, Director of Public Works
Shane Mark, Assistant Director of Public Works
Justin MacGregor, Assistant Superintendent of Recycling & Solid Waste

---

This memo is to detail the recommendation to change three fees collected at the Recycling and Transfer Station (RTS). These fees were on the agenda for the Solid Waste and Recycling Advisory Committee meeting on Tuesday, May 16, 2023, and the Committee recommends the proposed changes.

The first fee change is to remove the $1.00 fee for the disposal of fluorescent tubes. This fee costs more to administer than the revenue the RTS is collecting from it.

The second fee change is to increase the fee to dispose of printers from $2.50 to $5.00 each. The current fee is not enough to cover the cost of disposal. Increasing it to $5.00 each will cover the cost of the disposal of printers.

The third fee change is to increase the tipping fee from $140 to $200 per ton. This fee has not been adjusted in many years. The RTS researched neighboring communities who have a tipping fee and have found that Needham is the lowest around. Attached to this memo is a table with many of the neighboring fees. Since Needham has a tipping fee that is significantly lower than other communities, we are seeing many commercial clients coming to Needham to dump their trash. This has made the volume of non-residential trash coming into the RTS increase at such a volume that it is becoming increasingly difficult to manage residential operations in addition to processing commercial waste without additional staffing. There would be a $30 minimum tipping fee, primarily aimed at residential cleanouts which may not have a full ton of trash to process but have an amount that is too large to reasonably dispose of with the Pay As You Throw bags.

Town of Needham

Recycling and Transfer StationUser Fees and Charges

Description	Current	Proposed	$ Change	Last Change
RTS Sticker Fees				
Standard Sticker	No Charge	No Charge		26-Feb-13
Standard Sticker Senior	No Charge	No Charge		26-Feb-13
Standard Additional Sticker	No Charge	No Charge		26-Feb-13
Hauler Sticker (annual)	$125.00	$125.00		26-Feb-13
RTS Week Pass Program	No Charge	No Charge		26-Feb-13
Bag Rates				
Large Bags (pack of 10)	$20.00	$20.00		1-Sep-18
Small Bags (pack of 10)	$10.75	$10.75		1-Jul-16
Scale Rate				
Per Ton	$140.00	$200.00	$60.00	26-Feb-13
Minimum Scale	$25.00	$30.00	$5.00	26-Feb-13
Recycling Fees				
Commercial Single Stream (per ton)	$85.00	$85.00		13-Aug-18
Miscellaneous Rates				
Air Conditioners	$15.00	$15.00		26-Feb-13
Appliances (White Goods)	$15.00	$15.00		26-Feb-13
Carpet 10x10	$10.00	$10.00		26-Feb-13
Computer Monitor - 15" or less (Small)	$20.00	$20.00		1-Sep-22
Computer Monitor - Greater than 15"	$20.00	$20.00		1-Sep-22
Fluorescent Lamps (not more than 10 per week)	$1.00	No Charge	-$1.00	1-Sep-22
Freon	$15.00	$15.00		26-Feb-13
Furniture - Chair	$10.00	$10.00		26-Feb-13
Furniture - Sleep Sofa	$20.00	$20.00		26-Feb-13
Furniture - Sofa	$15.00	$15.00		26-Feb-13
Box Spring or Mattress	$20.00	$20.00		1-Jul-19
Propane Tank 20lb or less	$5.00	$5.00		26-Feb-13
Recycling Bin	$5.00	$5.00		26-Feb-13
Single Large Size Item	$15.00	$15.00		26-Feb-13
Single Medium Size Item	$10.00	$10.00		26-Feb-13
Single Small Size Item	$5.00	$5.00		26-Feb-13
Small Printers	$2.50	$5.00	$2.50	1-Sep-22
Tires - Vehicle Auto	$7.50	$7.50		1-Sep-22
Tires - Vehicle Truck	$15.00	$15.00		1-Sep-22
Toilet and Sinks (Porcelain)	$15.00	$15.00		26-Feb-13
Television	$15.00	$15.00		26-Feb-13
Flat Screen TV - 15" or less (Small)	$20.00	$20.00		01-Sep-22
Flat Screen TV - Greater than 15"	$20.00	$20.00		01-Sep-22
All Screens (Flat; Monitors; Televisions)	$20.00	$20.00		01-Sep-22

Town of Needham

Recycling and Transfer StationUser Fees and Charges

Description	Current	Proposed	$ Change	Last Change
Yard Waste Processing Equipment Rental				
Trommel Screener Rental (weekly)	$2,500.00	$2,500.00		1-Nov-15
Trommel Delivery and Pickup	$200.00	$200.00		1-Nov-15
Snow Dump Rates				
Snow Dump Fee 4 Hour Shift	$1,200.00	$1,200.00		1-Nov-15
Snow Dump Fee 8 Hour Shift	$2,400.00	$2,400.00		1-Nov-15
Commercial Yard Waste Disposal				
Brush, 12” less in diameter (CY)	$15.00	$15.00		28-Sep-04
Leaves / Grass (CY)	$10.00	$10.00		28-Sep-04
Brush, 12” less in diameter (TON)	$60.00	$60.00		28-Sep-04
Leaves / Grass (TON)	$50.00	$50.00		28-Sep-04
Wood Chips (TON)	$7.50	$7.50		28-Sep-04
Compost & Loam for Sale				
Compost (30 gallon barrel)	No Charge	No Charge		12-Oct-22
Compost (CY) - Residential	$4.00	$4.00		12-Oct-22
Compost (CY) - Commercial	$4.00	$4.00		12-Oct-22
Loam (CY) - Residential	$16.28	$16.28		28-Sep-04
Loam (CY) - Commercial	$16.28	$16.28		28-Sep-04

Community	Tipping Fee
Needham (Current)	$140/ton
Hanover	$140/ton w/ $20 weigh fee
Wellesley	$165/ton plus $200 handling fee for mixed loads
Yarmouth	$170/ton or $190/ton for construction & demo
Needham (Proposed)	$200/ton ($30 min.)
Marshfield	$200/ton ($100 min.)
Hyde Park (James Grant)	$200/ton ($100 min.)
Dennis	$225/ton
Westborough (EL Harvey)	$230/ton ($230 min.)
Scituate	$300/ton
Hingham	$320/ton
Manomet	$340/ton
Cohasset	$400/ton

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

Agenda Item	Public Hearing: Application for a Transfer of an All-Alcohol License – Vinodivino3 LLC d/b/a Vinodivino
Presenter(s)	Thomas Miller, Applicant Counsel Michael Mendes, Proposed Manager

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED

Vinodivino3 LLC d/b/a Vinodivino has applied for the transfer of an All Alcoholic Beverages Liquor License, Section 15 package store operated at 922 Highland Avenue, Needham, MA. The applicant is requesting the appointment of Michael Mendes as Manager of Record.

2. VOTE REQUIRED BY SELECT BOARD

Suggested Motion: Move to approve the Section 15 All Alcohol License transfer application submitted by Vinodivino 3 LLC d/b/a Vinodivino including the appointment of Michael Mendes as Manager of Record, and if so approved forward the application to the ABCC for review and final approval.

3. BACK UP INFORMATION ATTACHED

1. ABCC Payment Monetary Transmittal Form
2. DOR Certificate of Good Standing
3. DUA Certificate of Compliance
4. Transfer Application
5. Manager Application
6. Vote of the Entity
7. Business Structure Documents
8. Purchase and Sales Agreement
9. Supporting Financial Records
10. Legal Right to Occupy
11. Floor Plan
12. Liquor Liability Insurance
13. Advertisement
14. TIPS Training Certificate for Proposed Manager of Record

Monetary Transmittal Form & ABCC Payment Confirmation

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 00032-PK-0770

ENTITY/ LICENSEE NAME MDM Wine2 LLC d/b/a vinodivino

ADDRESS 922 Highland Avenue

CITY/TOWN Needham **STATE** MA **ZIP CODE** 02494

For the following transactions (Check all that apply):

- ☐ New License
- ☒ Transfer of License
- ☐ Change of Manager
- ☐ Change of Officers/ Directors/LLC Managers
- ☐ Change of Location
- ☐ Alteration of Licensed Premises
- ☐ Change Corporate Name
- ☐ Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- ☐ Change of Class (i.e. Annual / Seasonal)
- ☐ Change of License Type (i.e. club / restaurant)
- ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Other
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☒ Pledge of Collateral (i.e. License/Stock)
- ☐ Management/Operating Agreement
- ☐ Change of Hours
- ☐ Change of DBA

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.

Transaction Processed Successfully.
INVOICE #: 55c7c54d-b76b-4f70-ac52-819ad626fb3f

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00032-PK-0770	$200.00
		$200.00

Total Convenience Fee: $0.35

Date Paid: 7/10/2023 1:00:46 PM EDT

Total Amount Paid: $200.35

Payment On Behalf Of

License Number or Business Name:
00032-PK-0770

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
McDermott, Quilty & Miller LLP

Last Name:
- Operating Account

Address:
28 State Street, Suite 802

City:
Boston

State:
MA

Zip Code:
02108

Email Address:
[redacted]

Department of Revenue Certificate of Good Standing

Commonwealth of Massachusetts
Department of Revenue
Geoffrey E Snyder, Comm ss oner

mass gov/dor

Letter ID: L0 78050336
Not ce Date: June 2, 2023
Case ID: 0-002-027-790

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

VINODIVINO 3 LLC
922 HIGHLAND AVE
NEEDHAM MA 02494-1256

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, VINODIVINO 3 LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

Department of Unemployment Assistance Certificate of Compliance

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Maura Healey
GOVERNOR

Kim Driscoll
LT. GOVERNOR

428451818

Lauren E. Jones
SECRETARY

Katie Dishnica
DIRECTOR

vinodivino 3, llc
104 Temple St
West Newton, MA 02465-2307

EAN: 21990713
June 15, 2023

Certificate Id:71543

The Department of Unemployment Assistance certifies that as of 6/15/2023 ,vinodivino 3, llc is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Katie Dishnica, Director

Department of Unemployment Assistance

100 CAMBRIDGE ST, 4TH FLOOR, SUITE 400 • BOSTON, MA 02114
www.mass.gov/uima

Application for a Transfer of License with Applicant's Statement

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A TRANSFER OF LICENSE

Municipality: Needham

1. TRANSACTION INFORMATION

- [x] Transfer of License
- [ ] Alteration of Premises
- [ ] Change of Location
- [ ] Management/Operating Agreement
- [x] Pledge of Inventory
- [x] Pledge of License
- [ ] Pledge of Stock
- [ ] Other
- [ ] Change of Class
- [ ] Change of Category
- [ ] Change of License Type (§12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Transfer of an All Alcoholic Beverages Package Store License (ABCC# 00032-PK-0770) from vinodivino 3, LLC d/b/a vinodivino to MDM Wine2, LLC d/b/a vinodivino to be exercised at the same licensed premises located at 922 Highland Avenue, Needham, Massachusetts 02494.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
Off-Premises-15	§15 Package Store	All Alcoholic Beverages	Annual

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number	00032-PK-0770	FEIN	93-1848946
Entity Name	MDM Wine2 LLC		
DBA	VINODIVINO	Manager of Record	Michael Mendes
Street Address	922 Highland Avenue, Needham, Massachusetts 02494		
Phone	781-444-9463	Email	needham@vinodivino.com
Add'l Phone	N/A	Website	https://vinodivino.com/#

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Approximately 3,000 square feet of space on the ground level with storage in the basement. Main entrance/exit from parking lot with egress to Highland Avenue.

Total Sq. Footage	3,000 sq ft	Seating Capacity	N/A	Occupancy Number	N/A
Number of Entrances	2	Number of Exits	2	Number of Floors	2

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name: Vinodivino 3, LLC

By what means is the license being transferred?: Purchase

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Raphael Keller-Go	Manager	100%

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
  On Premises (E.g.Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
  Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Michael A Mendes	[redacted]	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member	33.33%	(•) Yes ( ) No	(•) Yes ( ) No	( ) Yes (•) No

Name of Principal	Residential Address	SSN	DOB
Angelo David Ucci	[redacted]	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member	33.33%	(•) Yes ( ) No	(•) Yes ( ) No	(•) Yes ( ) No

Name of Principal	Residential Address	SSN	DOB
Manika Misra	[redacted]	[redacted]	[redacted]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member	33.33%	(•) Yes ( ) No	(•) Yes ( ) No	(•) Yes ( ) No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		( ) Yes ( ) No	( ) Yes ( ) No	( ) Yes ( ) No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Additional pages attached? ◯ Yes ◉ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. ◯ Yes ◉ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, 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 in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

7. CORPORATE STRUCTURE

Entity Legal Structure: LLC

Date of Incorporation: 05/25/2023

State of Incorporation: Massachusetts

Is the Corporation publicly traded? ○ Yes ◉ No

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises: Lease

Landlord Name: Highland Montrose LLC

Landlord Phone:

Landlord Email:

Landlord Address: [redacted]

Lease Beginning Date:

Rent per Month:

Lease Ending Date:

Rent per Year:

Will the Landlord receive revenue based on percentage of alcohol sales? ○ Yes ◉ No

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name: Thomas P. Miller, Esq.

Phone: 617-946-4600

Title: Attorney

Email: [redacted]

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	$700,000.00
C. Other* (Please specify)	
D. Total Cost	$700,000.00

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Middlesex Savings Bank	$650,000.00	Promissory Note	○ Yes ◉ No
Middlesex Savings Bank	$50,000.00	Revolving Line of Credit	○ Yes ◉ No
			○ Yes ○ No
			○ Yes ○ No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

This application is part of a transaction to purchase four (4) stores. The above listed purchase price is the total price for all four (4). The Promissory Note will be secured by a pledge of this license.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ◉ Yes ○ No

Please indicate what you are seeking to pledge (check all that apply) ☒ License ☐ Stock ☒ Inventory

To whom is the pledge being made? Middlesex Savings Bank

12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name: Michael Mendes | Date of Birth: [redacted] | SSN: [redacted]

Residential Address: [redacted]

Email: [redacted] | Phone: [redacted]

Please indicate how many hours per week you intend to be on the licensed premises: 30

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* (●) Yes ( ) No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

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

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
10/2017	Present	General Manager	Vinodivino	Raphael Keller-Go
09/2003	10/2017	Vice President	Dynamic Packaging	Manuel Mendes

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ( ) Yes (●) No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

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

Manager's Signature: Michael Mendes | Date: Jul 10, 2023

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ◯ Yes ◉ No
If yes, please fill out section 13.
Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does **not** pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name | Address | Phone

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ◯ Yes ◯ No
If yes, attach an affidavit providing the details of any and all convictions.

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, 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 in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

13F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐

b. Will the licensee retain control of the business finances? Yes ☐ No ☐

c. Does the management entity handle the payroll for the business? Yes ☐ No ☐

d. Management Term Begin Date _____ e. Management Term End Date _____

f. How will the management company be compensated by the licensee? (check all that apply)

☐ $ per month/year (indicate amount) _____

☐ % of alcohol sales (indicate percentage) _____

☐ % of overall sales (indicate percentage) _____

☐ other (please explain) _____

ABCC Licensee Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

Management Agreement Entity Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

APPLICANT'S STATEMENT

I, Michael A Mendes the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager

Authorized Signatory

of MDM WINE2 LLC

Name of the Entity/Corporation

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

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

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Michael Mendes Date: Jun 28, 2023

Title: LLC Manager

Entity Vote

CORPORATE VOTE

The Board of Directors or LLC Managers of MDM Wine2 LLC (Entity Name)

duly voted to apply to the Licensing Authority of Needham (City/Town) and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Jun 28, 2023 (Date of Meeting)

For the following transactions (Check all that apply):

- ☐ New License
- ☒ Transfer of License
- ☐ Change of Manager
- ☐ Change of Officers/ Directors/LLC Managers
- ☐ Change of Location
- ☐ Alteration of Licensed Premises
- ☐ Change Corporate Name
- ☐ Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- ☐ Change of Class (i.e. Annual / Seasonal)
- ☐ Change of License Type (i.e. club / restaurant)
- ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Other
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☐ Pledge of Collateral (i.e. License/Stock)
- ☐ Management/Operating Agreement
- ☐ Change of Hours
- ☐ Change of DBA

"VOTED: To authorize Michael A Mendes (Name of Person)

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Michael Mendes (Name of Liquor License Manager)

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Michael Mendes

Corporate Officer /LLC Manager Signature

Michael A Mendes

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

Business Entity Summary and Articles of Organization

Secretary of the Commonwealth of Massachusetts
William Francis Galvin

Business Entity Summary

ID Number: 001660008 Request certificate New search

Summary for: MDM WINE2 LLC

The exact name of the Domestic Limited Liability Company (LLC): MDM WINE2 LLC
Entity type: Domestic Limited Liability Company (LLC)
Identification Number: 001660008
Date of Organization in Massachusetts: 05-25-2023 **Date of Revival:**
Last date certain:
The location or address where the records are maintained (A PO box is not a valid location or address): Address: 922 HIGHLAND AVE City or town, State, Zip code, Country: NEEDHAM, MA 02494 USA
The name and address of the Resident Agent: Name: MICHAEL MENDES Addre : 922 HIGHLAND AVE. City or town, State, Zip code, Country: NEEDHAM, MA 02494 USA

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	ANGELO DAVID UCCI	922 HIGHLAND AVE NEEDHAM, MA 02494 USA
MANAGER	MANIKA KHANNA	922 HIGHLAND AVE NEEDHAM, MA 02494 USA
MANAGER	MICHAEL MENDES	922 HIGHLAND AVE NEEDHAM, MA 02494 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Addre
SOC SIGNATORY	MICHAEL MENDES	922 HIGHLAND AVE NEEDHAM, MA 02494 USA
SOC SIGNATORY	ANGELO DAVID UCCI	922 HIGHLAND AVE NEEDHAM, MA 02494 USA

SOC SIGNATORY	MANIKA KHANNA	922 HIGHLAND AVE NEEDHAM, MA 02494 USA

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

Title	Individual name	Address
REAL PROPERTY	MANIKA KHANNA	922 HIGHLAND AVE NEEDHAM, MA 02494 USA
REAL PROPERTY	MICHAEL MENDES	922 HIGHLAND AVE NEEDHAM, MA 02494 USA
REAL PROPERTY	ANGELO DAVID UCCI	922 HIGHLAND AVE NEEDHAM, MA 02494 USA

☐ **Consent** ☐ **Confidential Data** ☐ **Merger Allowed** ☐ **Manufacturing**

View filings for this business entity:

ALL FILINGS
Annual Report
Annual Report - Professional
Articles of Entity Conversion
Certificate of Amendment

View filings

Comments or notes associated with this business entity:

New search

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

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

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001660008

1. The exact name of the limited liability company is: MDM WINE2 LLC

2a. Location of its principal office:
No. and Street: 922 HIGHLAND AVE
City or Town: NEEDHAM State: MA Zip: 02494 Country: USA

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

No. and Street: 922 HIGHLAND AVE
City or Town: NEEDHAM State: MA Zip: 02494 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
TO ENGAGE IN THE SALE OF WINE, BEER AND/OR OTHER ALCOHOLIC BEVERAGES AT RETA IL, AND TO ENGAGE IN ANY OTHER BUSINESS OR ACTIVITY PERMITTED UNDER THE MASS ACHUSETTS LIMITED LIABILITY COMPANY ACT.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: MICHAEL MENDES
No. and Street: 922 HIGHLAND AVE.
City or Town: NEEDHAM State: MA Zip: 02494 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ANGELO DAVID UCCI	922 HIGHLAND AVE NEEDHAM, MA 02494 USA
MANAGER	MANIKA KHANNA	922 HIGHLAND AVE NEEDHAM, MA 02494 USA
MANAGER	MICHAEL MENDES	922 HIGHLAND AVE NEEDHAM, MA 02494 USA

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

managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	MICHAEL MENDES	922 HIGHLAND AVE NEEDHAM, MA 02494 USA
SOC SIGNATORY	ANGELO DAVID UCCI	922 HIGHLAND AVE NEEDHAM, MA 02494 USA
SOC SIGNATORY	MANIKA KHANNA	922 HIGHLAND AVE NEEDHAM, MA 02494 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MANIKA KHANNA	922 HIGHLAND AVE NEEDHAM, MA 02494 USA
REAL PROPERTY	MICHAEL MENDES	922 HIGHLAND AVE NEEDHAM, MA 02494 USA
REAL PROPERTY	ANGELO DAVID UCCI	922 HIGHLAND AVE NEEDHAM, MA 02494 USA

9. Additional matters:

ADDITIONAL PROVISIONS NOT INCONSISTENT WITH LAW SET FORTH IN THIS CERTIFICATE OF ORGANIZATION: I. A MANAGER OR MANAGING MEMBER OF THE LIMITED LIABILITY COMPANY SHALL NOT BE PERSONALLY LIABLE TO THE LIMITED LIABILITY COMPANY OR TO ITS MEMBERS FOR MONETARY DAMAGES FOR BREACH OF ANY DUTY PROVIDED FOR IN THE MASSACHUSETTS LIMITED LIABILITY COMPANY ACT, AS MAY HEREAFTER BE AMENDED (THE ACT), EXCEPT FOR (I) LIABILITY FOR BREACH OF THE MANAGER'S DUTY OF LOYALTY TO THE LIMITED LIABILITY COMPANY OR ITS MEMBERS, (II) LIABILITY FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (III) LIABILITY IMPOSED PURSUANT TO THE PROVISIONS OF THE ACT, OR (IV) LIABILITY FOR ANY TRANSACTION FROM WHICH THE MANAGER DERIVED AN IMPROPER PERSONAL BENEFIT, UNLESS SAID TRANSACTION WAS WITH THE INFORMED CONSENT OF THE MEMBERS OR A MAJORITY OF THE DISINTERESTED MANAGERS. II. (A) THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE PROVISIONS IN THE LIMITED LIABILITY COMPANY'S OPERATING AGREEMENT, OR THE MANAGER OR MANAGING MEMBER MAY AUTHORIZE AGREEMENTS TO BE ENTERED INTO WITH EACH MEMBER, MANAGER, AGENT OR EMPLOYEE, PAST OR PRESENT, OF THE LIMITED LIABILITY COMPANY (AN "INDEMNIFIED PERSON"), FOR THE PURPOSE OF INDEMNIFYING AN INDEMNIFIED PERSON IN THE MANNER AND TO THE EXTENT PERMITTED BY THE ACT. (B) IN ADDITION TO THE AUTHORITY CONFERRED UPON THE MEMBERS AND MANAGERS OF THE LIMITED LIABILITY COMPANY BY THE FOREGOING PARAGRAPH (A), THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE PROVISIONS IN THE OPERATING AGREEMENT, OR THE MANAGERS MAY AUTHORIZE AGREEMENTS TO BE ENTERED INTO WITH EACH INDEMNIFIED PERSON, FOR THE PURPOSE OF INDEMNIFYING SUCH PERSON IN THE MANNER AND TO THE EXTENT PROVIDED HEREIN: 1. THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY PROVIDE THAT THE LIMITED LIABILITY COMPANY SHALL, SUBJECT TO THE PROVISIONS OF THIS ARTICLE, PAY, ON BEHALF OF AN INDEMNIFIED PERSON ANY LOSS OR EXPENSES ARISING FROM ANY CLAIM OR CLAIMS WHICH ARE MADE AGAINST THE INDEMNIFIED PERSON (WHETHER INDIVIDUALLY OR JOINTLY WITH OTHER INDEMNIFIED PERSONS) BY REASON OF ANY COVERED ACT OF THE INDEMNIFIED PERSON. 2. FO

R THE PURPOSES OF THIS ARTICLE, WHEN USED HEREIN: A. MANAGER(S) MEANS ANY OR ALL OF THE MANAGERS AND MANAGING MEMBERS OF THE LIMITED LIABILITY COMPANY OR THOSE ONE OR MORE MEMBERS OR OTHER PERSONS WHO ARE EXERCISING ANY POWERS NORMALLY VESTED IN THE MANAGERS; B. LOSS MEANS ANY AMOUNT THAT AN INDEMNIFIED PERSON IS LEGALLY OBLIGATED TO PAY FOR ANY CLAIM FOR COVERED ACTS AND SHALL INCLUDE, WITHOUT BEING LIMITED TO, DAMAGES, SETTLEMENTS, FINES, PENALTIES OR, WITH RESPECT TO EMPLOYEE BENEFIT PLANS, EXCISE TAXES; C. EXPENSES MEANS ANY EXPENSES INCURRED IN CONNECTION WITH THE DEFENSE AGAINST ANY CLAIM FOR COVERED ACTS, INCLUDING, WITHOUT BEING LIMITED TO, LEGAL, ACCOUNTING OR INVESTIGATIVE FEES AND EXPENSES OR BONDS NECESSARY TO PURSUE AN APPEAL OF AN ADVERSE JUDGMENT; AND D. COVERED ACT MEANS ANY ACT OR OMISSION BY THE INDEMNIFIED PERSON IN THE INDEMNIFIED PERSON'S OFFICIAL CAPACITY WITH THE LIMITED LIABILITY COMPANY AND WHILE SERVING AS SUCH OR WHILE SERVING AT THE REQUEST OF THE LIMITED LIABILITY COMPANY AS A MEMBER OF THE GOVERNING BODY, MANAGER, OFFICER, EMPLOYEE, OR AGENT OF ANOTHER LIMITED LIABILITY COMPANY, CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST, OTHER ENTITY OR ENTERPRISE, INCLUDING, BUT NOT LIMITED TO ANY ENTITIES AND ENTERPRISES WHICH ARE SUBSIDIARIES OR AFFILIATES OF THE LIMITED LIABILITY COMPANY, OR EMPLOYEE BENEFIT PLAN. 3. THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY COVER LOSS OR EXPENSES ARISING FROM ANY CLAIMS MADE AGAINST A RETIRED INDEMNIFIED PERSON, THE ESTATE, HEIRS OR LEGAL REPRESENTATIVE OF A DECEASED INDEMNIFIED PERSON OR THE LEGAL REPRESENTATIVE OF AN INCOMPETENT, INSOLVENT OR BANKRUPT INDEMNIFIED PERSON, WHERE THE INDEMNIFIED PERSON WAS AN INDEMNIFIED PERSON AT THE TIME THE COVERED ACT UPON WHICH SUCH CLAIMS ARE BASED OCCURRED. 4. ANY OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY PROVIDE FOR THE ADVANCEMENT OF EXPENSES TO AN INDEMNIFIED PERSON PRIOR TO THE FINAL DISPOSITION OF ANY ACTION, SUIT OR PROCEEDING, OR ANY APPEAL THEREFROM, INVOLVING SUCH INDEMNIFIED PERSON AND BASED ON THE ALLEGED COMMISSION BY SUCH INDEMNIFIED PERSON OF A COVERED ACT, SUBJECT TO AN UNDERTAKING BY OR ON BEHALF OF SUCH INDEMNIFIED PERSON TO REPAY THE SAME TO THE LIMITED LIABILITY COMPANY IF THE COVERED ACT INVOLVES A CLAIM FOR WHICH INDEMNIFICATION IS NOT PERMITTED UNDER CLAUSE (5), BELOW, AND THE FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING OR APPEAL RESULTS IN AN ADJUDICATION ADVERSE TO SUCH INDEMNIFIED PERSON. 5. THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY NOT INDEMNIFY AN INDEMNIFIED PERSON FROM AND AGAINST ANY LOSS, AND THE LIMITED LIABILITY COMPANY SHALL NOT REIMBURSE FOR ANY EXPENSES, IN CONNECTION WITH ANY CLAIM OR CLAIMS MADE AGAINST AN INDEMNIFIED PERSON WHICH THE LIMITED LIABILITY COMPANY HAS DETERMINED TO HAVE RESULTED FROM: (1) ANY BREACH OF THE INDEMNIFIED PERSON'S DUTY OF LOYALTY TO THE LIMITED LIABILITY COMPANY OR ITS MEMBERS; (2) ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR KNOWING VIOLATION OF LAW; (3) ACTION CONTRAVENING SECTION 17 OF THE ACT; OR (4) A TRANSACTION FROM WHICH THE PERSON SEEKING INDEMNIFICATION DERIVED AN IMPROPER PERSONAL BENEFIT.

SIGNED UNDER THE PENALTIES OF PERJURY, this 25 Day of May, 2023,
JEFFREY PADWA, ESQ.

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

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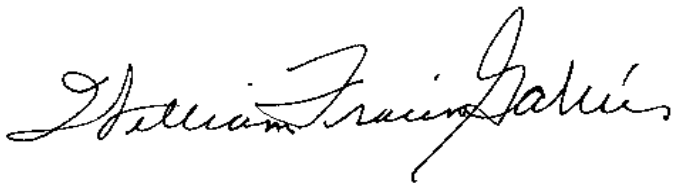
THE COMMONWEALTH OF MASSACHUSETTS

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

May 25, 2023 10:41 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is MDM Wine LLC.

2. The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive (street), in the City of Wilmington, Zip Code 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company.

By: Jeffrey Padwa, Esq.
Authorized Person

Name: Jeffrey Padwa, Esq.
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:44 AM 05/25/2023
FILED 09:44 AM 05/25/2023
SR 20232372011 - File Number 7481229

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MDM WINE LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIFTH DAY OF MAY, A.D. 2023.

Jeffrey W. Bullock, Secretary of State

7481229 8300

SR# 20232372011

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203421093

Date: 05-25-23

Purchase and Sale Agreement

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), is made and entered into as of June 23, 2023 (the "Execution Date"), by and among:

PURCHASER:

MDM Wine, LLC, a Delaware limited liability company with its principal office at 922 Highland Avenue, Needham, MA 02494 ("MDM Holdings"),

MDM Wine1, LLC, a Massachusetts limited liability company with its principal office at 899 Walnut Street, Newton, MA 02465 ("MDM Newton Store"),

MDM Wine2, LLC, a Massachusetts limited liability company with its principal office at 922 Highland Avenue, Needham, MA 02494 ("MDM Needham Store"),

MDM Wine3, LLC, a Massachusetts limited liability company with its principal office at 1669 Beacon Street, Brookline, MA 02445("MDM Brookline Store"), and

MDM Wine4, LLC, a Massachusetts limited liability company with its principal office at 175 Cambridge Street #110, Boston, MA 02114 ("MDM Boston Store") (collectively, MDM Holdings, MDM Newton Store, MDM Brookline Store, MDM Needham Store and MDM Boston Store referred to herein as "Purchaser" and collectively, the MDM Newton Store, MDM Brookline Store, MDM Needham Store and MDM Boston Store referred to herein as the "MDM Stores"),

and

MDM MEMBERS:

Michael Mendes with an address of [redacted] ("Mendes"),

Angelo David Ucci, [redacted] ("Ucci"),

Manika Khanna [redacted] ("Khanna") (collectively, Mendes, Ucci and Khanna are referred to herein as the "MDM Members").

and

SELLER:

vinodivino, LLC, a Delaware limited liability company with its principal office at 899 Walnut Street, Newton, MA ("VD Holdings"),

vinodivino 1, LLC a Massachusetts limited liability company with a place of business at 899 Walnut Street, Newton, MA ("Newton Store"),

vinodivino 2, LLC a Massachusetts limited liability company with a place of business at 1669 Beacon Street, Brookline, MA ("Brookline Store"),

vinodivino 3, LLC a Massachusetts limited liability company with a place of business at 922 Highland Avenue, Needham, MA ("Needham Store"), and

vinodivino 4, LLC a Massachusetts limited liability company with a place of business at 175 Cambridge Street, Boston MA ("Boston Store") (collectively, VD Holdings, Newton Store, Brookline Store, Needham Store and

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Boston Store referred to herein as "Seller" and collectively, the Newton Store, Brookline Store, Needham Store and Boston Store referred to herein as the "Stores").

Each of the parties hereto is referred to herein individually as a "Party" and collectively as the "Parties." Defined terms used herein shall have the meanings accorded to such terms herein.

RECITALS

A. VD Holdings wholly owns the Stores and each Store operates a retail liquor shop at its respective place of business listed above (such retail liquor shop business referred to herein as the "Retail Liquor Business" and the real property leased by each Store at which the Retail Liquor Business is operated, as such real property is described in the Transferred Leases (as defined below), is referred to herein collectively as the "Leased Premises");

B. The MDM Members are the sole Members of MDM Holdings which wholly owns the MDM Stores;

C. The Seller wishes to sell, and Purchaser wishes to purchase, the Transferred Assets (as defined below) and the Transferred Liquor Licenses (as defined below), upon the terms and subject to the conditions of this Agreement, and the Seller does not transfer or assign, and retains, ownership of all Excluded Assets (as defined below); and

D. Purchaser wishes to assume, and Seller wishes to assign, the Assumed Liabilities (as defined below), upon the terms and subject to the conditions of this Agreement, and the Seller does not transfer or assign, and retains, the Retained Liabilities (as defined below).

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

Article 1
DEFINITIONS

1.1 Definitions.

For purposes of this Agreement, the following terms shall have the following respective meanings:

(a) "Accounts Receivable" means all accounts, accounts receivable, credit card and payment card processor (including Stripe and other merchant services accounts) receivables, contract rights to payment, notes, notes receivable, and vendor rebates of Seller together with any unpaid financing charges, late fees, and interest accrued thereon.

(b) "Agreement" has the meaning set forth in the preamble to this Agreement, and includes all exhibits and schedules hereto.

(c) "Allocation" means an allocation of the Purchase Price among the Transferred Assets and Transferred Liquor Licenses prepared by Seller in accordance with Section 1060 of the Code and the regulations promulgated thereunder.

(d) "Assignment Consent" has the meaning set forth in **Section 2.2** of this Agreement.

(e) "Assumed Liabilities" means all obligations and Liabilities (i) under the Transferred Contracts and Transferred Liquor Licenses set forth in **Schedule 1.1(ff)**, (ii) under all Contracts (including purchase orders but expressly excluding accounts payable with respect to purchase orders for Inventory for which Purchaser is paying Seller in full as part of the Purchase Price and accounts payable with respect to reasonable and customary supplies required for the reasonable and customary operation of the Retail Liquor Business, in each case not to exceed the

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amounts approved in accordance with Section 3.3(b) below) entered into by Seller prior to the Closing for Inventory, equipment, furniture, fixtures, materials, services and/or supplies which were authorized in writing (including by email or electronically), or otherwise entered into, by or at the direction of the MDM Members or in their management of the Retail Liquor Business prior to the Closing, (iii) with respect to the point of sale, utilities and alarm systems serving the premises of each Store from and after the Closing, (iv) with respect to issued and outstanding and unredeemed gift cards and gift certificates as of the Closing, (vii) any Liabilities incurred by the MDM Members or arising out of or resulting from the acts or omissions of the MDM Members or their management of the Retail Liquor Business prior the Closing, (viii) relating to employee benefits, compensation or other arrangements with respect to any Transferred Employee arising on or after the Closing and any commitments or offers made by Purchaser or the MDM Members to Transferred Employees prior to the Closing, and (ix) relating to Purchaser's ownership or operation of the Transferred Assets and the Retail Liquor Business after the Closing, including without limitation operation under the Transferred Liquor Licenses and use of the Leased Premises for operation of the Purchaser's business; expressly excluding the Retained Liabilities. Any and all other Liabilities are expressly excluded from the meaning of "Assumed Liabilities" and shall not be accepted or assumed by Purchaser.

(f) "Bill of Sale and Assignment and Assumption Agreement" has the meaning set forth in **Section 4.4** of this Agreement.

(g) "Closing" has the meaning set forth in **Section 4.1** of this Agreement.

(h) "Closing Date" has the meaning set forth in **Section 4.1** of this Agreement.

(i) "Code" means the United States Internal Revenue Code of 1986, as amended.

(j) "Confidentiality Agreement" has the meaning set forth in **Section 8.1** of this Agreement.

(k) "Contract" means any note, bond, mortgage, indenture, lease, contract, covenant, guaranty, plan, insurance policy, undertaking or other agreement, instrument, arrangement, obligation, understanding or commitment, permit, concession, franchise or license, including any amendment or modifications made thereto, whether oral or written or express or implied.

(l) "Excluded Assets" means (a) Seller's qualifications to conduct business, taxpayer and other identification numbers, seals, minute books, and other documents relating to the organization, maintenance, and existence of Seller and any other books and records which Seller is prohibited from disclosing or transferring to Purchaser under applicable law and is required by applicable law to retain, (b) all insurance policies of Seller, including without limitation the life insurance policy on Raphael Keller-Go (the "**Life Insurance Policy**"), and all rights to claims and proceeds under such insurance policies, including without limitation any proceeds paid and/or payable under such policies, including without limitation any acceleration and/or advancement of death benefits paid and/or payable under the Life Insurance Policy, in each case whether paid prior to, on or after the Closing Date, (c) all cash and cash equivalents, bank deposits, and bank and investment accounts of Seller and similar cash items of Seller, including all cash in Seller's cash registers and safes at the Stores and all amounts held by Stripe or other payment processors, (d) all Accounts Receivable, I refunds or return of prepayments under any Contracts terminated by Seller prior to, on or after the Closing, (f) refunds or return of prepayments of liquor license or food permit fees, (g) any of the rights of Seller under this Agreement, (h) any Contracts that are not Transferred Contracts, (i) all Tax assets (including duty and Tax refunds or prepayments), and (j) any asset not expressly listed as a Transferred Asset under **Section 1.1(ff)** or in **Schedule 1.1(ff).**

(m) "Execution Date" has the meaning set forth in the preamble to this Agreement.

(n) "Intellectual Property Assets" means all Intellectual Property that is owned by Seller and used in connection with the Retail Liquor Business, including the Intellectual Property Registrations set forth on **Schedule 1.1(ff)**.

(o) "Intellectual Property Registrations" means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private

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registrar in any jurisdiction, including registered trademarks, domain names, and copyrights, issued and reissued patents and pending applications for any of the foregoing.

(p) "Inventory" means all of Seller's now owned or hereafter acquired inventory and goods, wherever located.

(q) "Knowledge of Seller" means, and shall be limited to, the actual (as distinguished from implied, imputed or constructive) knowledge of Seller's representative, Kenneth Danila, without such individual having any obligation to make an independent inquiry or investigation and without imputation to such individual of the knowledge of others, whether or not any such others would be deemed agents of Seller or of the named individual. The named individuals are mentioned solely for establishing an objective reference for measuring Sel'er's knowledge, and are not making such representations and warranties in their individual capacities. Accordingly, only Seller (and not the named individual) shall be liable in the event any such representations or warranties are breached.

(r) "Leased Premises" has the meaning set forth in the preamble to this Agreement.

(s) "Liability" means any liability, indebtedness, duty, expense, claim, deficiency, guaranty, endorsement or other obligation of any type (whether known or unknown, whether asserted or unasserted, whether matured or unmatured, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether incurred or consequential, whether determined, determinable or otherwise, and whether due or to become due) and whether or not required to be reflected on the financial statements of a business.

(t) "Liens" means mortgages, liens, security interests, encumbrances, claims, charges and restrictions of any kind or character.

(u) "Non-Assignable Asset" has the meaning set forth in **Section 2.2** of this Agreement.

(v) "Party" and "Parties" has the meaning set forth in the preamble to this Agreement.

(w) "Purchase Price" has the meaning set forth in **Section 4.4** of this Agreement.

(x) "Purchaser" has the meaning set forth in the preamble to this Agreement.

(y) "Related Agreements" means the Bill of Sale and Assignment and Assumption Agreement and all other certificates, instruments and ancillary documents delivered in connection with this Agreement.

(z) "Representatives" means, with respect to a particular person or entity, any designee, administrator, officer, manager, partner, employee, agent, advisor, director, accountant, financial advisor, legal counsel or other representative of that person or entity.

(aa) "Retained Liabilities" means those Liabilities which are not Assumed Liabilities and were incurred by Seller in its ownership or operation of the Retail Liquor Business prior the Closing, including without limitation accounts payable with respect to purchase orders for Inventory for which Purchaser is paying Seller in full as part of the Purchase Price and accounts payable with respect to reasonable and customary supplies required for the reasonable and customary operation of the Retail Liquor Business, in each case not to exceed the amounts approved in accordance with Section 3.3(b) below and including without limitation operation under the Transferred Liquor Licenses and use of the Leased Premises for operation of the Retail Liquor Business subject to Section 3.3(b) below, expressly excluding Liabilities arising out of or resulting from the acts or omissions of the MDM Members or their management of the Retail Liquor Business prior the Closing.

(bb) "Seller" has the meaning set forth in the preamble to this Agreement.

(cc) "Tax" and "Taxes" means (i) any and all U.S. federal, state, local and non-U.S. taxes, levies, assessments, and other governmental charges, customs, duties, impositions and liabilities, all of which are in the nature of a tax, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and

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value-added, goods and services, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, stamp, escheat, excise and property taxes or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, together with all interest, penalties and additions imposed with respect to such amounts; (ii) any liability for the payment of any amounts of the type described in this **Section 1.1(y)** as a result of being or having been a member of an affiliated, consolidated, combined or similar group for any period (including any arrangement for group or consortium relief or similar arrangement); and (iii) any liability for the payment of any amounts of the type described in this **Section 1.1(y)** as a result of any express or implied obligation to indemnify any other person or as a result of any obligations under any agreements or arrangements with any other person or entity with respect to such amounts and including any Liability for taxes of a predecessor or transferor or otherwise by operation of law.

(dd) "Transactions" means the transactions contemplated by this Agreement and the Related Agreements.

(ee) "Transfer Tax" means any sales, use, value-added, goods and services, gross receipts, excise, registration, stamp duty, transfer, documentary or other similar Tax or governmental charge or fee.

(ff) "Transferred Assets" means all of Seller's rights, title and interest in and to (i) the tangible assets of Seller set forth on **Schedule 1.1(ff)**; (ii) the intangible assets of Seller set forth on **Schedule 1.1(ff)**; (iii) the Intellectual Property Assets; (iv) the Transferred Liquor Licenses; (v) the real property leases for the Leased Premises set forth on **Schedule 1.1(ff)** (the "Transferred Leases") and the security deposits held by the lessors of such real property in the amounts set forth on **Schedule 1.1(ff)**; and (vi) the Contracts expressly set forth on **Schedule 1.1(ff)**, and all Contracts, and all offers or commitments to enter into Contracts, written or oral, entered into by the MDM Members on behalf of Seller prior to the Closing (together with the Transferred Leases, the "Transferred Contracts"). The Transferred Assets do not include and expressly exclude the Excluded Assets.

(gg) "Transferred Contracts" has the meaning set forth in the definition of "Transferred Assets."

(hh) "Transferred Employees" has the meaning set forth in Section 5.4.

(ii) "Transferred Liquor Licenses" means the liquor licenses for each Store set forth on **Schedule 1.1(ff)**.

Article 2
TRANSFER OF ASSETS

2.1 Transfer of Assets and Assumption of Liabilities.

(a) Transfer of Transferred Assets. Effective as of the Closing, and subject to **Section 2.1(b)** and **Section 2.2**, Seller shall irrevocably and perpetually transfer, convey and assign to Purchaser, free and clear of all Liens, other than Permitted Liens, all of Seller's right, title and interest in and to (i) the Transferred Assets and (ii) all rights to enforce such right, title and interest, including the right to sue and recover any sums whether due, payable, accrued or arising before, on or after the Closing with respect to any of the Transferred Assets.

(b) Transfer of Transferred Liquor Licenses. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that the transfer, pledge and sale of the Transferred Liquor Licenses is conditioned on obtaining the approvals of the Massachusetts Alcoholic Beverages Control Commission ("MABCC") and the applicable local licensing authorities (collectively, the MABCC and the applicable local licensing authorities, the "Liquor License Boards") and the Transferred Liquor Licenses shall not be transferred from Seller to Purchaser until all consents, authorizations, orders and approvals are received from the Liquor License Boards. If the MABCC or any local Liquor License Board fails to consent, authorize or approve the transfer of one or more Transferred Liquor Licenses to Purchaser, this Agreement shall automatically terminate without any further action by the Parties, pursuant to Section 9.1(a) below.

(c) Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, effective as of the Closing, Purchaser shall assume and become obligated to pay, perform and discharge when due,

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the Assumed Liabilities. Purchaser shall not assume, accept or become obligated to pay, perform and discharge when due any Liabilities other than the Assumed Liabilities.

2.2 Assignment of Contracts and Rights. Notwithstanding anything in this Agreement to the contrary, to the extent that the sale, assignment, transfer, conveyance or delivery, or attempted sale, assignment, transfer, conveyance or delivery, to Seller of any Transferred Asset would result in a violation of applicable law, or any Transferred Asset or claim or right or any benefit arising thereunder is not assignable or transferable (each, a "Non-Assignable Asset") without the consent, authorization, approval or waiver by, any other party thereto or any third party or governmental authority (each, an "Assignment Consent") and any such Assignment Consent has not been obtained by Seller on or prior to the Closing, this Agreement and the related instruments of transfer shall not constitute an assignment or transfer of such Non-Assignable Assets and the Closing shall occur, notwithstanding the foregoing, without any adjustment to the Purchase Price thereof; provided, however, that the Parties agree that the Closing shall not occur unless and until Assignment Consents for the Transferred Liquor Licenses from the MABCC and local Liquor License Boards have been obtained. For the avoidance of doubt, other than as provided in the proviso at the end of the immediately foregoing sentence, the existence of any Non-Assignable Asset as of the Closing, and any failure of Seller to obtain any required consent, authorization, approval or waiver following the Closing, shall not affect the Purchase Price or the consummation of the Transactions contemplated by this Agreement and shall not constitute a default by Seller of this Agreement, affect or impair the terms and conditions of this Agreement or provide Purchaser with any rights or remedies to terminate, rescind, cancel or modify this Agreement or the Transactions contemplated by this Agreement. In the event any Assignment Consent is obtained following the Closing Date, Seller shall promptly thereafter transfer, convey and assign to Purchaser the relevant Non-Assignable Asset to which such Assignment Consent relates for no additional consideration.

Article 3
COVENANTS AND ACTIONS PRIOR TO CLOSING

3.1 Mutual Covenants. Each Party covenants and agrees that, at all times from and after the Execution Date until the Closing, it will comply in all material respects with the covenants and provisions of this **Section 3.1**, except to the extent the other Party may otherwise consent in writing.

(a) General. Each of the Parties will use all reasonable efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the Transactions (including satisfaction, but not waiver, of the closing conditions set forth in **Article 4** below).

(b) Governmental Authority Approvals; Transfer of Transferred Liquor Licenses. Each Party hereto shall, as promptly as possible, use its commercially reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all governmental authorities, including without limitation the Liquor License Boards, that may be or become necessary for its execution and delivery of this Agreement, consummation of the Transactions and the performance of its obligations pursuant to this Agreement. Each Party shall cooperate fully with the other Party in promptly seeking to obtain all such consents, authorizations, orders and approvals and the Parties agree to equally share the out of pocket costs and expenses incurred to obtain same. The Parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals. All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either party before any governmental authority or the staff or regulators of any governmental authority, in connection with the Transactions shall be disclosed to the other Party hereunder in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each Party shall give notice to the other Party with respect to any meeting, discussion, appearance or contact with any governmental authority or the staff or regulators of any governmental authority, with such notice being reasonably sufficient to provide the other Party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(c) No Publicity Prior to Closing. Unless otherwise required by applicable law (based upon the reasonable advice of counsel), no Party to this Agreement shall make any public announcements in respect of this

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Agreement or the Transactions or otherwise communicate with any news media without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed).

(d) Notifications. Each Party shall each promptly inform the other Party of the occurrence of any event or circumstance that has prevented or is reasonably expected to delay the Closing or prevent any Party from fulfilling the conditions to Closing or its obligations set forth in **Article 4**.

3.2 Seller's Actions Prior to Closing. Each of VD Holdings and the Stores covenant and agree that, at all times from and after the Execution Date until the Closing, they will each comply in all material respects with the covenants and provisions of this **Section 3.2**, except to the extent MDM Holdings may otherwise consent in writing:

(a) Approvals and Consents. Seller shall use commercially reasonable efforts to obtain any Assignment Consent to any Non-Assignable Asset; provided that under no circumstance shall Seller be required to pay any consideration or agree to any modifications of existing Contracts or enter into new Contracts in order to obtain any such consent.

No Adverse Actions. Seller will not take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier, subcontractor or other business associate of Seller from maintaining the same business relationships with Purchaser after the Closing as it maintained with the Seller prior to the Closing.
(b)

Termination of Contracts. Seller shall have the right to terminate and/or amend any of the Contracts used in the operation of the Retail Liquor Business which are not set forth on **Schedule 1.1(ff**
(c) **)**.

Other Actions. Seller will refrain from performing any act which would reasonably be expected to result in any of the representations and warranties of the Seller contained in this Agreement not being true and correct in any material respect or which could reasonably have the effect of preventing or delaying the assignment of the Transferred Liquor Licenses or the Assignment Consent
(d) s.

3.3 Purchaser's Actions Prior to Closing. Each of MDM Holdings, the MDM Stores and the MDM Members severally and jointly covenant and agree that, at all times from and after the Execution Date until the Closing, they will each comply in all material respects with the covenants and provisions of this **Section 3.3**, except to the extent the VD Holdings may otherwise consent in writing.

(a) Approvals and Consents. As reasonably requested by Seller, Purchaser shall cooperate with Seller's efforts to obtain any Assignment Consent to any Non-Assignable Asset.

Operation of Business. MDM Holdings, the MDM Stores and the MDM Members will maintain, preserve, protect, and keep all of the Transferred Assets in the same operating condition as on the Execution Date, reasonable wear and tear excepted, and will not, directly or indirectly, without the prior written approval (which may be provided via email) of Ken Danila, Representative of Selle
(b) r:

(i) enter into, terminate, renew or amend any Contracts on behalf of the Seller or violate the terms of any Contract or applicable laws;

(ii) incur any Liabilities on behalf of the Seller or its members or managers individually or in the aggregate in excess of $1,000 or incur any Liens; provided, that, except Purchaser may place orders for inventory in amounts consistent with the Retail Liquor Business' history and past business practices without requesting or obtaining approval not to exceed an amount up to $30,000 per week and may place orders for supplies in amounts consistent with the Retail Liquor Business' history and past business practices without requesting or obtaining approval not to exceed an amount up to $10,000 per week;

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(iii) pay down or accelerate payment of any outstanding Liabilities other than as required to maintain the validity of the Transferred Liquor Licenses or to prevent a default under Liens secured by UCC filings on the Transferred Assets;

(iv) dispose of, sell, lease, or otherwise transfer any Transferred Asset or otherwise perform any act which would reasonably be expected to harm or materially adversely affect any Transferred Asset or remove or permit to be removed any Transferred Asset from the Stores (other than the sale of Inventory in the ordinary course of business);

(v) acquire any material properties or assets or sell, assign, license, transfer, convey, lease or otherwise dispose of any material properties or assets, in each case other than Inventory in the ordinary course of business consistent with past practice not to exceed an amount up to $30,000 per week;

(vi) terminate or hire any employee, contractor or consultant or modify or accelerate the compensation of any employee, contractor or consultant or change the title, authority or duties of any employee, contractor or consultant;

(vii) compromise, settle or agree to settle any pending or threatened action, suit or legal proceeding, or consent to the same;

(viii) take any action that would reasonably be expected to harm or materially adversely affect with licensors, licensees, suppliers, contractors, distributors, consultants, customers and others having business relationships with Sellers in connection with the operation of the Retail Liquor Business or the Stores;

(ix) take any action that would reasonably be expected to cause the Seller to lose the right to operate the Retail Liquor Business or the Stores;

(x) fail to maintain any permits or licenses required to operate the Retail Liquor Business or to comply with the Transferred Liquor Licenses or applicable applicable federal, state and local liquor laws, rules, regulations and guidelines applicable to the Retail Liquor Business;

(xi) take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier, subcontractor or other business associate of Seller from maintaining its business relationships with Seller;

(xii) take any action other than in the ordinary course of business consistent with the Seller's past practice; or

(xiii) agree, whether in writing or otherwise, to do any of the foregoing,

Notwithstanding the foregoing, and for the avoidance of doubt, nothing contained in this Agreement shall (i) give Purchaser or the MDM Members, directly or indirectly, the right to control or direct Seller's operations prior to the Closing, (ii) give Sellers, directly or indirectly, the right to control or direct Purchaser's operations prior to the Closing. Prior to the Closing, each of Seller and Purchaser shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its respective operations.

(c) Termination of Contracts. MDM Holdings, the MDM Stores and the MDM Members will use all commercially reasonable efforts to assist Seller in terminating any Contracts not listed or otherwise referred to on **Schedule 1.1(ff)**. The MDM Stores and the MDM Members and, MDM Holdings, the MDM Stores and the MDM Members, in their sole discretion, may enter into, in the name of the MDM Stores or MDM Holdings, new Contracts and/or open new accounts with the vendors, distributors, suppliers, contractors, consultants and service providers used by Seller in the operation of the Retail Liquor Business and the Stores.

(d) Non-Assignable Assets. MDM Holdings, the MDM Stores and the MDM Members will use commercially reasonable efforts to assist Seller in obtaining an Assignment Consent for a Non-Assignable Asset; provided, that under no circumstance shall Seller be required to pay any consideration or agree to any modifications of existing Contracts or enter into new Contracts in order to obtain any such Assignment Consent.

(e) Transferred Employees. MDM Holdings and the MDM Stores shall extend offer letters to the Transferred Employees (as such term is defined in **Section 5.4**) consistent with **Section 5.4** which shall include provisions that require the Transferred Employees to keep confidential the Transaction and all information disclosed to such Transferred Employees with respect to the Transaction consistent with the obligations of Purchaser pursuant to the Confidentiality Agreement (as such term is defined in **Section 8.1(a)**). To the extent that MDM does not extend an offer letter to a Transferred Employee, MDM shall provide written notice to Seller.

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(f) Other Actions. MDM Holdings, the MDM Stores and the MDM Members will refrain from performing any act which would reasonably be expected to result in any of their respective representations and warranties contained in this Agreement not being true and correct in any material respect or which could reasonably have the effect of preventing or delaying the assignment of the Transferred Liquor Licenses or the Assignment Consents.

(g) Purchase Rights. Purchaser shall enter into a letter agreement with each of Seller's members that permits the members to purchase liquor and wine from the MDM Stores and/or Purchaser from and after the closing at a price not to exceed the wholesale cost plus five percent (5%).

Article 4
CLOSING

4.1 Closing. The closing of the transactions contemplated hereby (the "Closing") shall be held on the first date on which all of the conditions set forth in **Section 4.2** and **Section 4.3** of this Agreement have been satisfied or waived, or such other date as mutually agreed by the parties and take place remotely upon the exchange of signatures electronically through DocuSign or other mutually agreed to electronic signature process (the "Closing Date"). Neither Seller nor Purchaser may rely on the failure of any condition set forth in **Section 5.2** or **5.3**, as the case may be, if such failure was caused by such Party's failure to comply with any provision of this Agreement.

4.2 Conditions to Purchaser's Obligation to Close. The obligations of the Purchaser under this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions, all or any of which may be waived in writing by the Purchaser, except as otherwise provided by law: (i) the representations and warranties made by Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date; (ii) the Seller shall have performed and complied with the agreements, covenants and obligations required by this Agreement to be so performed or complied with by the Seller at or before the Closing; (iii) the Liquor License Boards shall have approved the transfer and pledge of the Transferred Liquor Licenses to Purchaser and no approval shall have been revoked; (iv) Assignment Consents shall have been obtained for each Transferred Lease; (v) all outstanding UCC filings on the Transferred Assets shall have been terminated by the filing of UCC-3s by the applicable Lien holders; (vi) the Purchaser shall have obtained financing in the amount of at least $725,0000 on commercially reasonable terms approved by the Purchaser, such approval not to be unreasonably withheld, and the Parties agree that, for purposes of this condition, the financing terms proposed by Middlesex Bank as expressed in the Commitment Letter are deemed "commercially reasonable" and are approved by the Purchaser; and (vii) there shall not be pending any litigation, proceeding, review, arbitration or claim by any governmental entity or any third party, and no preliminary or permanent injunction or other order shall have been issued, to restrain, prohibit or invalidate the consummation by the Purchaser of this Agreement and/or the Transactions.

4.3 Conditions to Seller's Obligation to Close. The obligations of the Seller under this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions, all or any of which may be waived in writing by the Seller, except as otherwise provided by law: (i) the representations and warranties made by Purchaser in this Agreement shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date; (ii) the Purchaser shall have performed and complied with the agreements, covenants and obligations required by this Agreement to be so performed or complied with by the Purchaser at or before the Closing; (iii) the Liquor License Boards shall have approved the transfer and pledge of the Transferred Liquor Licenses to Purchaser and no approval shall have been revoked; (iv) Assignment Consents shall have been obtained for each Transferred Lease; (iv) all outstanding UCC filings on the Transferred Assets shall have been terminated by the filing of UCC-3s by the applicable Lien holders; and (v) there shall not be pending any litigation, proceeding, review, arbitration or claim by any governmental entity or any third party, and no preliminary or permanent injunction or other order shall have been issued, to restrain, prohibit or invalidate the consummation by the Seller of this Agreement and/or the Transactions.

4.4 Actions by Purchaser at Closing; Purchase Price; Additional Consideration.

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(a) Actions by Purchaser at Closing; Purchase Price. At the Closing, (i) Purchaser shall pay and deposit by wire transfer of immediately available U.S. dollar funds, to the accounts and in the amounts specified in **Exhibit A**, the purchase price in a total aggregate amount equal to:

(1) $700,000 (Seven Hundred Thousand Dollars) subject to adjustment pursuant to Section 6.4 below, plus

(2) a mutually agreed to amount based on the aggregate total wholesale cost of the Seller's Inventory to be mutually agreed and calculated as of the Closing, plus

(3) an amount equal to the total security deposits held by the landlords for each of the Stores (which amounts are as set forth on **Schedule 1.1(ff))** and the total amount of any prepaid rent and utilities for each Store calculated based on the number of days in the month in which the Closing occurs, plus

(4) an amount equal to the total amount of prepaid liquor license fees for each Store calculated based on the number of days elapsed in the 2023 calendar year, plus

(5) fifty percent (50%) of the total legal fees, costs and expenses payable to McDermott, Quilty and Miller, LLP calculated as of the Closing, plus

(6) fifty percent (50%) of the total fees, costs and expenses payable to each landlord of the Leased Premises and/or their respective attorneys in connection with the assignment of the Transferred Leases calculated as of the Closing, plus

(7) such other adjustments to the Purchase Price as are mutually agreed to by the Parties, and

(8) if the Closing occurs prior to July 23, 2023, less the net profits associated with a one (1) day suspension of the Needham Store issued by the Town of Needham on Sunday, July 23, 2023, in the amount of two thousand dollars ($2,000).

(collectively, (1) through (8), the "Purchase Price"); and

(ii) if not previously provided, with respect to each Transferred Lease, a written assignment and assumption of such Transferred Lease in the form provided by the landlord for such Transferred Lease, duly executed by the applicable MDM Store and, if so required by the landlord, MDM Holdings and the MDM Members; and

(iii) Purchaser shall deliver a duly executed bill of sale and assignment and assumption agreement for the Transferred Assets and Assumed Liabilities in the form attached hereto as **Exhibit B** (the "Bill of Sale and Assignment and Assumption Agreement") as are customary in similar transactions, including, but not limited to: (a) certificate(s) of vote/resolution duly executed by Purchaser authorizing the transactions to be performed under this Agreement and authorizing the LLC members to do all acts and deeds necessary or desirable to accomplish the transactions to be performed under this Agreement, and (b) Certificates of Good Standing issued by the Secretary of the Commonwealth of Massachusetts and the State of Delaware, as applicable, in the name of the Purchaser.

(b) Additional Consideration. Should any Purchaser or the MDM Members sell or transfer, directly or indirectly, any or all of the Transferred Liquor Licenses and/or all or substantially all of the Purchaser's assets, equity or business, in one or a series of transactions, by way of a direct or indirect purchase, lease, license, exchange, joint venture, grant of an option to do the foregoing or other means or any other monetization of the Purchaser's assets, equity or business, at any time (x) within twelve (12) months following the Closing, the Buyer shall pay to Seller as additional consideration an amount equal to fifteen percent (15%) of the Aggregate Consideration paid and payable to the Purchasers, their security holders, and/or their employees and/or the MDM Members, as the case may be, or (y) within twenty-four (24) months following the Closing but more than twelve (12) months following the Closing, the Buyer shall pay to Seller as additional consideration an amount equal to seven and one half percent (7.5%) of the Aggregate Consideration paid and payable to the Purchasers, their security holders, and/or their employees and/or the

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MDM Members, as the case may be, (such amount, either (x) or (y) as the case may be, the "Additional Consideration"). The Additional Consideration shall be paid within three (3) days of receipt of the Aggregate Consideration by the Purchasers and/or MDM Members by wire transfer to an account designated by the Seller. For purposes hereof, "Aggregate Consideration" means the amount equal to(x) (i) the total amount of cash and the fair market value (on the date of closing except as set forth in this paragraph below) of all securities and other property paid or payable, directly or indirectly, to the MDM Members and the Purchaser, its security holders, its creditors, advisors, and/or its employees and consultants (excluding any salaries, benefits, bonuses or other typical compensation arrangements with the acquiror to the extent that such amounts payable are not any greater than the amount that would be customarily paid on an arm's length basis, but including amounts paid as salaries, benefits, bonuses or other typical compensation arrangements to the extent that such amounts payable are greater than the amount that would be customarily paid on an arm's length basis, and including without limitation consulting fees, consideration for non-competition and/or non-solicitation agreements, general retention or exit payments in excess of the purchase price), including all amounts paid or payable to holders of options, warrants, convertible securities, phantom stock or other similar types of rights and the value of any of the foregoing that is assumed by the acquiror, (ii) the total amount of indebtedness for borrowed money assumed directly or indirectly (by operation of law or otherwise) by the acquiror or retired or otherwise cancelled, and (iii) total amount paid, and payable in the future, and/or transferred or otherwise contributed by the Purchaser and the acquiror to any joint venture or similar joint enterprise or undertaking with the Purchaser or any affiliate thereof, minus (y) the Purchase Price. Amounts paid into escrow, holdback amounts, and contingent payments (including, but not limited to, earn-outs, installment payments, equity investments and payments related to the realization of revenue or earnings projections and royalties) in connection therewith will be included as part of the Aggregate Consideration, provided, that the portion of the Additional Consideration that is attributable to escrow or holdback shall be paid to the Seller by the Purchaser upon the closing and that the portion of the Additional Consideration that is attributable to contingent payments (such as earn-outs and milestone payments) shall be paid to the Seller within three (3) days after the receipt of such Aggregate Consideration by the Purchasers, their security holders, and/or their employees and/or the MDM Members, as the case may be, and only to the extent such Aggregate Consideration is actually received by the Purchasers, their security holders, and/or their employees and/or the MDM Members, as the case may be. If any portion of the Aggregate Consideration is paid in the form of securities, then (i) if the securities are publicly traded, the value of such securities, for purposes of calculating the Additional Consideration, will be determined by the average of the last sales prices for such securities on the five trading days ending five trading days prior to the date of the consummation of the transaction or (ii) if the securities do not have an existing public trading market, the value of the securities shall be the fair market value on the day prior to the consummation of the Future Sale Transaction as determined by an independent third party valuation firm approved by Seller and Purchaser.

4.5 Actions by Seller at Closing. At the Closing, (i) Seller shall deliver the duly executed Bill of Sale and Assignment and Assumption Agreement, (ii) if not previously provided, with respect to each Transferred Lease, a written assignment and assumption of such Transferred Lease in the form provided by the landlord for such Transferred Lease, duly executed by the applicable Store and/or VD Holdings, and (iii) such further documents of sale, transfer, and assignment as are customary in similar transactions, including, but not limited to: (a) certificate(s) of vote/resolution duly executed by Seller authorizing the transactions to be performed under this Agreement and authorizing the LLC members to do all acts and deeds necessary or desirable to accomplish the transactions to be performed under this Agreement, (b) an updated Department of Revenue Certificate of Good Standing issued in the name of the Seller with an issuance date of no later than thirty (30) days of the Closing, (c) an updated Department of Unemployment Assistance Certificate of Compliance issued in the name of the Seller with an issuance date of no later than thirty (30) days of the Closing, (d) Certificates of Good Standing issued by the Secretary of State of the Commonwealth of Massachusetts and Delaware, as applicable, in the name of the Seller, and (e) a certificate from the M&S Service Bureau stating that the Seller and/or the Transferred Liquor Licenses as set forth in **Schedule 1.1(ff)** are not posted as delinquent under M.G.L. c.138, §25.

Article 5
ACTIONS FOLLOWING CLOSING

5.1 Assignment Consents. For thirty (30) days following the Closing Date, Purchaser and Seller will each use their respective commercially reasonable efforts to obtain any Assignment Consent for a Non-Assignable Asset not obtained prior to Closing; provided, that under no circumstance shall Seller be required to pay any consideration or agree to any modifications of existing Contracts or enter into new Contracts in order to obtain any such consent.

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Purchaser shall pay, perform and discharge fully the obligations of Seller under the Non-Assignable Assets. If and to the extent that such arrangement cannot be made with respect to any such Non-Assignable Asset, Seller shall not have any obligation with respect thereto, any other provision of this Agreement to the contrary notwithstanding. If and once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, Seller shall sell, assign, transfer, convey and deliver to Purchaser the relevant Non-Assignable Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration. Applicable sales, transfer and other similar Taxes in connection with such sale, assignment, transfer, conveyance or license shall be paid by Purchaser in accordance with Section 8.3.

5.2 Utilities. Within thirty (30) days following the Closing, the Parties will take all actions necessary to transfer all utilities associated with the real property leased for each Store from the name of the Seller into the name of the Purchaser.

5.3 Employees. Effective as of the Closing, each Store will terminate the employment of all employees and the services of all independent contractors. Purchaser agrees that, as of the Closing, Purchaser will offer employment to all employees of the Stores (such employees, the "Transferred Employees"). The employment of the Transferred Employees by Purchaser will be on such terms as Purchaser deems appropriate. The Parties intend that the transactions contemplated by this Agreement should not constitute a separation, termination or severance of employment of any Transferred Employee and that each such Transferred Employee will have continuous employment immediately before and immediately after the Closing. Purchaser shall be liable for and shall indemnify and hold the Seller harmless for: (i) any statutory, common law, contractual or other obligations with respect to any Transferred Employee arising in connection with or following the Closing; and (ii) any claims relating to the employment of any Transferred Employee arising in connection with or following the Closing.

5.4 Further Assurances. At any time after the Closing, if any further action is necessary or desirable to carry out the purposes of this Agreement or the Related Agreements, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party; provided, that to the extent the Seller requests Purchaser's further action to effect the transfer of the Transferred Assets, and such action will cause the Seller to incur out of pocket costs or expenses, such action shall be at the sole cost and expense of Purchaser.

5.5 Allocation of Purchase Price. Within ninety (90) days following the Closing Date, Seller shall provide Purchaser with the Allocation. If, within thirty (30) calendar days of receipt of the Allocation, Purchaser shall not have objected in writing to such Allocation, the Allocation shall be conclusive and binding upon Purchaser and Seller for all Tax purposes. If Seller objects to the Allocation in writing within such thirty (30) calendar-day period, Purchaser and Seller shall negotiate in good faith to resolve any disputed items. If within thirty (30) calendar days thereafter the Parties fail to agree to the Allocation or any adjustments to the Allocation, any disputed aspects of the Allocation shall be resolved by a nationally or regionally recognized independent accounting firm mutually acceptable to both Parties and the final Allocation determined by such firm shall be final and binding on both Parties. The Parties shall equally share the fees and expenses of such accounting firm. The Parties shall not take any Tax position (including on Form 8594) inconsistent with the Allocation unless required by a Tax authority. The Parties agree to prepare and file all federal, state, local and foreign tax returns and other filings reflecting this transaction on a basis consistent with the Allocation, and to cooperate with each other in good faith in preparing any and all statements required to be included in their respective tax returns reflecting the Allocation. The Parties agree to cooperate with each other in preparing IRS Form 8594 (including any subsequent adjustments required thereto) in a manner consistent with the Allocation, and to furnish the other with a copy of such form prepared in draft form within a reasonable period before its filing due date. If the Allocation is disputed by any tax authority or other governmental authority, the Party receiving notice of such dispute will promptly notify the other Party and the Parties will use their reasonable best efforts to sustain the Allocation. No Party shall take any position (including in any tax returns, reports, audits or otherwise) that is inconsistent with the Allocation, unless otherwise required pursuant to a final determination by a court of competent jurisdiction or pursuant to a closing agreement with the United States Internal Revenue Service entered into pursuant to Section 7121 of the Internal Revenue Code. The Purchase Price allocation determined in connection with this Section 5.5 shall be utilized for tax reporting purposes only. For the avoidance of doubt, such allocation shall not be binding upon any Party for purposes other than tax reporting or used as evidence, or for any other purpose, in connection with any dispute regarding valuation or allocation of the Purchase Price and/or Assumed Liabilities.

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Article 6
REPRESENTATIONS AND WARRANTIES OF SELLER

VD Holdings hereby represents and warrants to Purchaser as of the Execution Date and as of the Closing Date:

6.1 Organization and Standing. VD Holdings is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has the requisite corporate power and authority to own its property and to carry on its business as currently conducted. Each Store is a limited liability company duly organized, validly existing, and in good standing under the laws of the Commonwealth of Massachusetts, and has the requisite corporate power and authority to own its respective property and to carry on its respective business as currently conducted.

6.2 Authorization of Transactions. VD Holdings and each Store has all requisite corporate power and authority to enter into this Agreement and the Related Agreements and to perform their respective obligations hereunder and thereunder. The execution, delivery and performance by VD Holdings and each Store of this Agreement and the Related Agreements has been duly authorized by all necessary corporate action on the part of VD Holdings and each Store. This Agreement has been, and each Related Agreement to which VD Holdings and each Store are a party will be, duly executed and delivered by VD Holdings and each Store, respectively, and, when executed and delivered by the other Parties hereto and thereto, will constitute the valid and binding obligation of VD Holdings and each Store, respectively, enforceable in accordance with its terms, except as such enforceability may be subject to applicable law of general application relating to bankruptcy, insolvency and the relief of debtors and applicable law governing specific performance, injunctive relief or other equitable remedies.

6.3 Noncontravention.

(a) Neither the execution, delivery and performance by VD Holdings or each Store of this Agreement and the Related Agreements to which VD Holdings and each Store are a party, nor the consummation of the Transactions, does or will conflict with or result in any violation of or default under (with or without notice or lapse of time, or both) or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit under or give rise to the existence of any lien in connection with (i) any provision of VD Holdings' and each Store's respective limited liability company operating agreements, (ii) any applicable law or order applicable to VD Holdings or the Stores or any of their respective properties or assets (whether tangible or intangible) other than the Transferred Liquor Licenses, or (iii) any Contract to which VD Holdings or the Stores is a party or by which VD Holdings or any of the Stores or any of their respective assets or properties is bound other than the Transferred Leases and Contracts included in the Non-Assignable Assets.

(b) Other than the Assignment Consents to any Non-Assignable Asset and the required approvals of the Liquor License Boards, to VD Holding's knowledge, VD Holdings and the Stores are not required to obtain any consent from or give any notice to any governmental entity or any third party in connection with the execution, delivery and performance by VD Holdings and the Stores of this Agreement or any of the Related Agreements to which VD Holdings and the Stores are parties or the consummation of the Transactions to which VD Holdings and the Stores are parties.

6.4 Title to Assets. To the Knowledge of VD Holdings, VD Holdings and each Store has good and marketable title to their respective Transferred Assets, free and clear of all Liens other than those Liens which have been previously disclosed to the Purchaser or which the Purchaser or the MDM Members have knowledge of or which were incurred by the MDM Members in their management of the Retail Liquor Business prior to the Closing. To the Knowledge of VD Holdings, there are no outstanding notices or violations pending or issued against the Transferred Liquor Licenses by any applicable local, state, or federal government agency including but not limited to the Liquor License Boards, with the exception of a one (1) day suspension for the Needham Store issued by the Town of Needham a copy of which has been provided to Buyer, which suspension shall be served on July 23, 2023. To the Knowledge of VD Holdings, it has paid, or will have paid prior to the Closing, all alcoholic beverage purveyors and vendors any amounts due and payable as of the Closing. Notwithstanding the foregoing, to facilitate the Transaction contemplated hereby, the Seller may, following approval of the Transferred Liquor Licenses by the Liquor License Boards, and at the time of Closing, disburse the proceeds from the sale, or any portion thereof to remove any liens or encumbrances

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on the Transferred Liquor Licenses, including but not limited to outstanding amounts owed to alcoholic beverage purveyors and vendors and amounts owed to lenders with security interests in the Transferred Liquor Licenses.

6.5 Brokers. No broker, finder, agent or similar intermediary has acted on behalf of the Seller in connection with this Agreement or the Transactions contemplated hereby, and no brokerage commissions, finder's fees, or similar fees or commissions are payable by the Seller in connection therewith based on any agreement, arrangement, or understanding with any of them. The Seller hereby agrees to indemnify and hold harmless Purchaser from and against any loss, liability, damage, cost, claim or expense incurred by reason of any claim for a brokerage or finder's fee or commission payable or alleged to be payable to any broker, finder or other intermediary, based on any agreement or act of the Seller.

Article 7
REPRESENTATIONS AND WARRANTIES OF PURCHASER

MDM Holdings and each of the MDM Stores and MDM Members hereby jointly and severally represent and warrant to Seller as of the Execution Date and as of the Closing Date:

7.1 Organization and Standing. MDM Holdings is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to own its property and to carry on its business as currently conducted. Each of MDM Store is a limited liability companies duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and each has the requisite corporate power and authority to own its property and to carry on its business as currently conducted. The MDM Stores are wholly owned by MDM Holdings. The MDM Members are the sole members of MDM Holdings.

7.2 Authorization of Transactions. MDM Holdings and each of the MDM Stores have all requisite power and authority to enter into this Agreement and the Related Agreements and to perform its obligations hereunder and thereunder. The execution, delivery and performance by MDM Holdings and each of the MDM Stores of this Agreement and the Related Agreements has been duly authorized by all necessary corporate action on the part of MDM Holdings and each of the MDM Stores. This Agreement has been, and each Related Agreement to which MDM Holdings and each of the MDM Stores is a party will be, duly executed and delivered by MDM Holdings and each of the MDM Stores and, when executed and delivered by the other parties hereto and thereto, will constitute the valid and binding obligation of MDM Holdings and each of the MDM Stores, enforceable in accordance with its terms, except as such enforceability may be subject to applicable law of general application relating to bankruptcy, insolvency and the relief of debtors and applicable law governing specific performance, injunctive relief or other equitable remedies.

7.3 Noncontravention.

(a) Neither the execution, delivery and performance by MDM Holdings and each of the MDM Stores of this Agreement and the Related Agreements to which MDM Holdings and each of the MDM Stores is a party, nor the consummation of the Transactions, does or will conflict with or result in any violation of or default under (with or without notice or lapse of time, or both) or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit under or give rise to the existence of any lien in connection with (i) any provision of the limited liability company operating agreements of MDM Holdings or any of the MDM Stores; (ii) any applicable law or order applicable to MDM Holdings or any of the MDM Stores or any of their respective properties or assets (whether tangible or intangible), or (iii) any Contract to which MDM Holdings or any of the MDM Stores is a party or by which the MDM Holdings or any of the MDM Stores or any of their respective assets or properties is bound.

(b) None of MDM Holdings or the MDM Stores are required to obtain any consent, approval or order from or give any notice to or make any declaration or filing with any governmental entity or any third party in connection with the execution, delivery and performance by MDM Holdings and each of the MDM Stores of this Agreement or any of the Related Agreements to which MDM Holdings and each of the MDM Stores is a party or the consummation of the Transactions to which MDM Holdings and each of the MDM Stores is a party.

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7.4 Liquor Licenses. None of MDM Holdings, the MDM Stores, or the MDM Members are under any legal disability, and none of the MDM Members or proposed Managers of Record have any prior arrests or convictions, that would disqualify MDM Holdings and/or any of the MDM Stores from holding a liquor license or otherwise prevent transfer to the MDM Stores of the Transferred Liquor Licenses under the laws, rules, regulations, requirements and guidelines of the Commonwealth of Massachusetts (including the MABCC) and/or the towns or cities which issued the Transferred Liquor Licenses.

7.5 Sufficiency of Funds. MDM Holdings has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement and has obtained a legally binding commitment letter from Middlesex Savings Bank (the "Commitment Letter") pursuant to which the bank has committed to lending MDM Holdings the sum of $725,000 to be used to pay the Purchase Price. Immediately after giving effect to the transactions contemplated hereby, MDM Holdings and the MDM Stores shall be solvent and shall each be able to pay their respective debts as they become due and have adequate capital to carry on their respective businesses. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Purchaser or Seller. In connection with the transactions contemplated hereby, Purchaser has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

7.6 Litigation. There are no actions, suits, claims, investigations or other legal proceedings pending or, to the Purchaser's or the MDM Members' knowledge, threatened against or by any Purchaser or the MDM Members that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

7.7 Independent Investigation. The MDM Members are employees of the Seller and have been actively involved in the Retail Liquor Business conducted by Seller at the Leased Premises and are familiar with the operations of Seller, the Transferred Assets and Assumed Liabilities. The MDM Members, MDM Holdings and the MDM Stores have conducted an independent investigation, review and analysis of the Transferred Assets and Assumed Liabilities, and each acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller for such purpose. The MDM Members, MDM Holdings and the MDM Stores acknowledge and agree that: (a) in making a decision to enter into this Agreement and to consummate the transactions contemplated hereby, they have relied solely upon their own respective investigation and the express representations and warranties of Seller set forth in **Article 6** of this Agreement; and (b) neither Seller nor any other person has made any representation or warranty as to Seller, the Transferred Assets, the Assumed Liabilities or this Agreement, except as expressly set forth in **Article 6** of this Agreement.

7.8 Brokers. No broker, finder, agent or similar intermediary has acted on behalf of the Purchaser in connection with this Agreement or the Transactions contemplated hereby, and no brokerage commissions, finder's fees, or similar fees or commissions are payable by the Purchaser in connection therewith based on any agreement, arrangement, or understanding with any of them. Purchaser hereby agrees to indemnify and hold harmless the Seller from and against any loss, liability, damage, cost, claim or expense incurred by reason of any claim for a brokerage or finder's fee or commission payable or alleged to be payable to any other broker, finder or other intermediary, based on any agreement or act of Purchaser.

Article 8
ADDITIONAL AGREEMENTS

8.1 Confidentiality of Agreement and Public Announcements.

(a) Confidentiality. Seller and Purchaser agree that the terms, conditions and existence of this Agreement and the transactions contemplated hereby (including any claim or dispute arising out of or related to this Agreement or the interpretation, making, performance, breach or termination thereof) shall be kept confidential and not used for any purpose other than as expressly contemplated by this Agreement and shall be considered "Confidential Information" for purposes of the existing confidentiality agreement between Seller and Purchaser (the "Confidentiality Agreement").

(b) Public Announcements. Neither Party shall, nor shall a Party permit any of its Representatives to, directly or indirectly, issue any statement or communication to any third party (other than Representatives bound by

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confidentiality restrictions) regarding the existence or subject matter of this Agreement or the Transactions (including any claim or dispute arising out of or related to this Agreement or the Transactions, or the interpretation, making, performance, breach or termination hereof) without the prior written consent of the other Party. Without limiting the foregoing, Purchaser shall not, either prior to or subsequent to Closing, issue any statement or communication to any third party (other than Representatives bound by confidentiality restrictions) regarding its acquisition of the Transferred Assets without the prior written consent of Seller. Notwithstanding the foregoing, the Parties acknowledge and agree that (i) a copy of this Agreement will be submitted to the Liquor License Boards and will become part of the public record in the respective cities/towns in which the Stores are located and the MABCC and (ii) a legal notice will be published in the local newspapers describing the transfer of the Transferred Liquor Licenses from the Seller entities to the Purchaser entities.

(c) Equitable Relief. If a Party breaches or threatens to breach any of its obligations under **Section 8.1(a)** or **(b)**, the other Party shall be entitled to equitable relief, including injunctive relief, as well as monetary damages. Each Party acknowledges that harm for improper disclosure of Confidential Information (as defined in the Confidentiality Agreement) may be irreparable.

8.2 Payment of Assumed Liabilities and Taxes and Obligations under Assumed Contracts. After the Closing, the Purchaser shall promptly and timely pay to the appropriate person all Taxes incurred from and after the Closing (including without limitation all Taxes payable pursuant to Section 8.3 below) and all Assumed Liabilities and shall fulfill all obligations under all Assumed Contracts and the Purchaser shall indemnify and hold harmless the Seller, and their respective affiliates, successors and assigns, and their respective officers, directors, members, managers, advisors, representatives and agents from and against any and all claims, demands, actions, suits, proceedings, damages, settlements, costs, expenses, and any and all other liabilities (including reasonable attorneys' fees and court costs) arising from or related to Purchaser's failure to discharge and pay Taxes incurred from and after the Closing (including without limitation all Taxes payable pursuant to Section 8.3 below) and/or the Assumed Liabilities and/or its obligations under the Assumed Contracts.

8.3 Payment of Retained Liabilities and Taxes and Obligations under Contracts Not Included in the Transferred Assets. Seller shall remain liable and responsible for paying all Taxes incurred on or before the Closing (excluding Taxes payable pursuant to Section 8.3 below) and all Retained Liabilities and its obligations under all Contracts not included in the Transferred Assets.

8.4 Taxes; Bulk Sales. All applicable Taxes levied on account of the payments accruing or made by Purchaser pursuant to the terms and conditions of this Agreement, including Transfer Taxes, shall be paid by Purchaser when due and Purchaser shall file any tax return or other document with respect to such Taxes when due. The Parties shall cooperate with each other and use commercially reasonable efforts to reduce any Transfer Taxes payable in connection with the purchase and sale of the Transferred Assets. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Transferred Assets.

8.5 Expenses. Except as provided in **Section 4.4(a) (Actions by Purchaser at Closing; Purchase Price)**, for Taxes which shall be governed by **Section 8.4 (Taxes; Bulk Sales)** and as provided in **Section 5.5 (Allocation)** with respect to resolution of a dispute with respect to the Allocation, each Party shall be solely responsible for its own costs and expenses (including those of its Representatives) incurred in connection with the negotiation and consummation of the Transactions, this Agreement and the Related Agreements.

Article 9
GENERAL PROVISIONS

9.1 Termination.

(a) This Agreement may be terminated at any time prior to Closing by:

(i) the mutual written consent of Purchaser and Seller;

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(ii) Purchaser, upon a material breach of any representation, warranty, covenant or agreement set forth in this Agreement (a "Terminating Breach") on the part of Seller, if such Terminating Breach is not cured within twenty (20) days following receipt by Seller from Purchaser of written notice thereof, whereupon the Agreement shall terminate automatically without further notice or action of the Parties; or (ii) if the Closing shall not have occurred on or before September 1, 2023, or such later date as is mutually agreed to by the Parties (the "Termination Date") (unless the failure to consummate the Closing by such date shall be due to or have resulted from any breach of the representations or warranties made by, or the failure to perform or comply with any of the agreements or covenants hereof to be performed or complied with prior to the Closing by, Purchaser) by providing written notice to the Seller on, or within two (2) business days following, September 1, 2023; or

(iii) Purchaser or Seller in the event that the Purchaser fails to obtain financing in the amount of at least $725,0000 on commercially reasonable terms on or before September 1, 2023 or such later date as is mutually agreed to by the Parties, and the Parties agree that the financing terms proposed by Middlesex Bank as expressed in the Commitment Letter are deemed "commercially reasonable" for purposes of the foregoing, by providing written notice to the other Party within two (2) business days following September 1, 2023; or

(iv) Seller: (i) upon a Terminating Breach on the part of Purchaser, if such Terminating Breach is not cured within twenty (20) days following receipt by Purchaser from Seller of written notice thereof, whereupon the Agreement shall terminate automatically without further notice or action of the Parties; or (ii) if the Closing shall not have occurred on or before September 1, 2023 or such later date as is mutually agreed to by the Parties (the "Termination Date") (unless the failure to consummate the Closing by such date shall be due to or have resulted from any breach of the representations or warranties made by, or the failure to perform or comply with any of the agreements or covenants hereof to be performed or complied with prior to the Closing by, Seller) by providing written notice to the Purchaser on, or within two (2) business days following, September 1, 2023;

(v) If the MABCC or any local Liquor License Board fails to approve the transfer of the Transferred Liquor Licenses to Purchaser on or before September 1, 2023 or such later date as is mutually agreed to by the Parties, whereupon this Agreement shall automatically terminate without further notice or action of the Parties; or

(vi) Purchaser or Seller, as the case may be, by providing written notice to the other Party if: (i) there shall be any law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or (ii) any governmental entity shall have issued an order restraining, prohibiting or enjoining the transactions contemplated by this Agreement, and such order shall have become final and non-appealable.

(b) Effect of Termination. If this Agreement is terminated by either Party as provided in Section 9.1, there shall be no liability on the part of any Party hereto other than for intentional breaches by such Party and other than pursuant to Sections 8.1 and 8.4, and the provisions of this Agreement shall immediately become void and of no further force and effect other than Sections 8.1 and 8.4 and Article 9 which shall survive the termination of this Agreement.

9.2 Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received (a) when delivered in person; (b) when transmitted by email; (c) on the third (3rd) business day following the mailing thereof by certified or registered mail, return receipt requested; or (d) when delivered by an express courier (with written confirmation) to the Parties at the following addresses (or to such other address as such Party may have specified in a written notice given to the other Party):

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If to Purchaser:	MDM Wine, LLC 922 Highland Avenue Needham, MA 02494 Attn: Michael Mendes
With a copy to:	Jeffrey Padwa, Esq. Padwa Law LLC 1 Park Row, Suite 5 Providence, RI 02903 [redacted]
If to Seller:	vinodivino, LLC 104 Temple Street Newton, MA 02465 Attn: Kenneth Danila

9.3 Interpretation. Unless a clear contrary intention appears: (a) the singular number shall include the plural, and vice versa; (b) reference to any gender includes each other gender; (c) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (d) "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation"; (e) all references in this Agreement to "Schedules," "Sections" and "Exhibits" are intended to refer to Schedules, Sections and Exhibits to this Agreement, except as otherwise indicated; (f) the table of contents and headings in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement, and shall not be referred to in connection with the construction or interpretation of this Agreement; (g) "or" is used in the inclusive sense of "and/or"; (h) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and (i) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof.

9.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. Until and unless each Party has received counterparts hereof signed by the other Party hereto, this Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Any signature page delivered electronically (including by DocuSign, transmission by Portable Document Format or other fixed image or electronic form) shall be binding to the same extent as an original signature page.

9.5 Entire Agreement; Assignment. This Agreement, the exhibits and schedules hereto and the Related Agreements to which the Parties are party: (a) constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof; (b) are not intended to confer upon any other person any rights or remedies hereunder; and (c) shall not be assigned by operation of law or otherwise without the prior written consent of the Parties hereto.

9.6 Severability; Waivers. If any provision of this Agreement or the application thereof becomes or is held to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effectuate the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision. No consent or waiver by either Party to or of any breach or non-performance of any representation, condition, covenant or warranty shall be enforceable unless in a writing signed by the Party entitled to enforce performance, and such signed consent or waiver shall not be construed as a consent to or waiver of any other breach or non-performance of the same or any other representation, condition, covenant, or warranty.

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9.7 Other Remedies. Except as otherwise set forth herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. Without prejudice to remedies at law, the Parties shall be entitled to specific performance in the event of a breach or threatened breach of this Agreement.

9.8 Governing Law; Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Subject to **Section 9.10**, each of the Parties irrevocably consents to the exclusive jurisdiction and venue of any court within Suffolk County, Massachusetts, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the Commonwealth of Massachusetts for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. Subject to **Section 9.10**, each Party agrees not to commence any legal proceedings related hereto except in such courts.

9.9 Rules of Construction. The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

9.10 Resolution of Conflicts; Arbitration.

(a) Arbitration; Location. Any claim or dispute arising out of or related to this Agreement, or the interpretation, making, performance, breach or termination thereof, shall (except as specifically set forth in this Agreement) be finally settled by binding arbitration in Suffolk County, Massachusetts in accordance with the then current Commercial Arbitration Rules and Procedures of JAMS and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have the authority to grant any equitable and legal remedies that would be available in any judicial proceeding instituted to resolve a dispute.

(b) Selection of Arbitrators. A single arbitrator chosen by mutual agreement of Purchaser and Seller shall conduct the arbitration. Alternatively, at the request of any Party before the commencement of arbitration, three independent arbitrators, none of whom shall have any competitive interests with Purchaser or Seller, shall conduct the arbitration. Purchaser, on one hand, and the Seller, on the other hand, shall each select one arbitrator. The two arbitrators so selected shall select a third arbitrator.

(c) Consolidation. When a Party to a Related Agreement submits a request for arbitration in connection with a legal relationship in respect of which arbitration proceedings between the Parties to the same or another Related Agreement or this Agreement are already pending, any Party to either arbitration proceeding may request that the claims contained in the request for arbitration be included in the already pending arbitration proceeding. For the avoidance of doubt, two or more arbitration proceedings may be consolidated in accordance with this **Section 9.9(c)**, even if the Parties to such arbitration proceedings are not identical.

(d) Discovery. In any arbitration under this **Section 9.10**, each Party shall be limited to calling a total of three witnesses both for purposes of deposition and the arbitration hearing. Subject to the foregoing limitation on the number of witnesses, the arbitrator or arbitrators, as the case may be, shall set a limited time period and establish procedures designed to reduce the cost and time for discovery while allowing the Parties an opportunity, adequate in the sole judgment of the arbitrator or a majority of the three arbitrators, as the case may be, to discover relevant information from the opposing Parties about the subject matter of the dispute. The arbitrator, or a majority of the three arbitrators, as the case may be, shall rule upon motions to compel or limit discovery and shall have the authority to impose sanctions for discovery abuses, including attorneys' fees and costs, to the same extent as a competent court of law or equity, should the arbitrators or a majority of the three arbitrators, as the case may be, determine that discovery was sought without substantial justification or that discovery was refused or objected to without substantial justification.

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(e) Decision. The decision of the arbitrator or a majority of the three arbitrators, as the case may be, as to the validity and amount of any claim shall be final, binding and conclusive upon the Parties to this Agreement. Such decision shall be written and shall be supported by written findings of fact and conclusions that shall set forth the award, judgment, decree or order awarded by the arbitrator(s). Within thirty (30) days of a decision of the arbitrator(s) requiring payment by one Party to another, such Party shall make the payment to the other Party.

(f) Other Relief. The Parties to the arbitration may apply to a court of competent jurisdiction for a temporary restraining order, preliminary injunction or other interim or conservatory relief, as necessary, without breach of this arbitration provision and without abridgement of the powers of the arbitrator(s).

(g) Costs and Expenses. The prevailing Party in any arbitration shall be entitled to recover its costs and expenses (including reasonable attorneys' fees) from the non-prevailing Party, in addition to any other relief to which such Party may be entitled. The "prevailing Party" shall be determined based upon an assessment of which Party's major arguments or positions taken in the action or proceeding could fairly be said to have prevailed (whether by compromise, settlement, abandonment by the other Party of its claim or defense, final decision, after any appeals, or otherwise) over the other Party's major arguments or positions on major disputed issues.

9.11 Survival. The Parties hereto agree that the representations and warranties contained in this Agreement shall not survive the Closing, and none of the Parties shall have any liability to each other after the Closing for any breach thereof. The Parties hereto agree that the covenants contained in this Agreement to be performed after the Closing shall survive the Closing, and each Party hereto shall be liable to the other after the Closing for any breach thereof. For the avoidance of doubt, Articles 4.4, 4.5, 5, 8, and this Article 9 shall survive the Closing subject to any time limitations set forth therein.

9.12 Specific Performance. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which the aggrieved Party may be entitled, at law or in equity.

9.13 Non-Recourse. This Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as Parties hereto and then only with respect to the specific obligations set forth herein with respect to such Party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, affiliate, agent, attorney or other Representative of any Party hereto or of any affiliate of any Party hereto, or any of their successors or permitted assigns, (collectively, the "Non-Recourse Parties") shall have any liability for any obligations or liabilities of any Party hereto under this Agreement or for any claim, action, suit or other legal proceeding based on, in respect of or by reason of the this Agreement or the Transactions. Accordingly, the Parties hereby agree that no Party shall, or shall have any right to, commence any proceedings or otherwise seek to impose any Liability whatsoever of any kind or description on or against the Non-Recourse Parties, whether collectively or individually.

9.14 Limitation of Liability. EXCEPT FOR IN THE EVENT OF FRAUD, SELLER SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES AND SELLER'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS AND DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE RELATED AGREEMENTS OR THE TRANSACTIONS SHALL NOT EXCEED TEN PERCENT OF THE PURCHASE PRICE RECEIVED BY SELLER.

9.15 Sale As-Is, Where Is. THE TRANSFERRED ASSETS ARE TO BE SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE. UPON CLOSING, PURCHASER WILL ACCEPT THE ASSETS "AS IS," "WHERE IS," AND "WITH ALL FAULTS".

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9.16 No Other Representations; No Reliance. NONE OF SELLER NOR ANY OF ITS REPRESENTATIVES HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER RELATING TO SELLER, THE TRANSFERRED ASSETS, THE ASSUMED LIABILITIES OR OTHERWISE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY, OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN **ARTICLE 6**. Without limiting the generality of the foregoing, except for the specific representations and warranties expressly made by Seller in **Article 6**: (i) Purchaser and the MDM Members acknowledge and agree that: (A) neither Seller nor any of its Representatives is making nor has made any representation or warranty, express or implied, at law or in equity, in respect of Seller, the Transferred Assets or Assumed Liabilities, or the accuracy or completeness of any information regarding Seller, the Transferred Assets or the Assumed Liabilities furnished to Purchaser or its Representatives or made available to Purchaser and its Representatives in any "data rooms," "virtual data rooms," management presentations or any other form, in expectation of, or in connection with, the Transactions contemplated hereby, or in respect of any other matter whatsoever; and (B) no Representative of Seller has any authority, express or implied, to make any representations, warranties or agreements not specifically set forth in **Article 6**; (ii) Purchaser and the MDM Members specifically disclaim that any of them are relying upon or has relied upon any such other representations or warranties that may have been made by any person, and acknowledges and agrees that Seller has specifically disclaimed and do hereby specifically disclaim any such other representation or warranty made by any person; and (iii) Seller and its Representatives shall not have any liability to Purchaser or the MDM Members with respect to any such other representations or warranties. In furtherance of the foregoing, excluding fraud, Purchaser and each MDM Member hereby irrevocably and forever waives, to the fullest extent permitted under law, any and all rights, claims and causes of action against the Seller, and their respective affiliates, successors and assigns, and their respective officers, directors, members, managers, advisors, attorneys, accountants, representatives and agents, that Seller or the MDM Members may have, now or in the future, arising out of or related to Seller's breach of any representation, warranty covenant, agreement or obligations set forth herein or otherwise relating to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

DocuSign Envelope ID: 1A944908-6E82-4AFB-8327-234D0783678A

IN WITNESS WHEREOF, the Parties listed below have duly executed this Agreement as of the date first written above.

PURCHASER:

MDM WINE, LLC, a Delaware limited liability company

DocuSigned by:
Mike Mendes
C9D0D8A7CDA7488...

By: _____

Name: Mike Mendes

Title: Managing Partner

MDM WINE1, LLC, a Massachusetts limited liability company

DocuSigned by:
Mike Mendes
C9D0D8A7CDA7488...

By: _____

Name: Mike Mendes

Title: Managing Partner

MDM WINE2, LLC, a Massachusetts limited liability company

DocuSigned by:
Mike Mendes
C9D0D8A7CDA7488...

By: _____

Name: Mike Mendes

Title: Managing Partner

MDM WINE3, LLC, a Massachusetts limited liability company

DocuSigned by:
Mike Mendes
C9D0D8A7CDA7488...

By: _____

Name: Mike Mendes

Title: Managing Partner

MDM WINE4, LLC, a Massachusetts limited liability company

DocuSigned by:
Mike Mendes
C9D0D8A7CDA7488...

By: _____

Name: Mike Mendes

Title: Managing Partner

(Signature page to Asset Purchase Agreement)

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MDM MEMBERS:

DocuSigned by:
Mike Mendes
Signature: C9D0D8A7CDA7488...
Printed Name: Michael Mendes

DocuSigned by:
Angelo David Ucci
Signature: 72C118AFF55B458...
Printed Name: Angelo David Ucci

DocuSigned by:
Manika Khanna
Signature: 7B0A515EB9004E1...
Printed Name: Manika Khanna

(Signature page to Asset Purchase Agreement)

DocuSign Envelope ID: 1A944908-6E82-4AFB-8327-234D0783678A

SELLER:

VINODIVINO, LLC, a Delaware limited liability company

By: DocuSigned by: Kenneth Danila 6047C2F7FE4F429...

Name: Kenneth Danila

Title: President, Treasurer & Secretary

VINODIVINO 1, LLC, a Massachusetts limited liability company

By: DocuSigned by: Kenneth Danila 6047C2F7FE4F429...

Name: Kenneth Danila

Title: Manager

VINODIVINO 2, LLC, a Massachusetts limited liability company

By: DocuSigned by: Kenneth Danila 6047C2F7FE4F429...

Name: Kenneth Danila

Title: Manager

VINODIVINO 3, LLC, a Massachusetts limited liability company

By: DocuSigned by: Kenneth Danila 6047C2F7FE4F429...

Name: Kenneth Danila

Title: Manager

VINODIVINO 4, LLC, a Massachusetts limited liability company

By: DocuSigned by: Kenneth Danila 6047C2F7FE4F429...

Name: Kenneth Danila

Title: Manager

(Signature page to Asset Purchase Agreement)

DocuSign Envelope ID: 1A944908-6E82-4AFB-8327-234D0783678A

SCHEDULE 1.1(ff)
TRANSFERRED ASSETS

VD Holdings Assets

Intangible Assets:

Goodwill associated with the Transferred Assets of VD Holdings.

The domain name vinodivino.com.

All Intellectual Property Assets, including without limitation:

- Website content displayed on vinodivino.com.
- The following registered trademark and logo:

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead	Class(es)
1	78392494	3779516	VINODIVINO	TSDR	LIVE	
2	77253963	3868970	VINODIVINO	TSDR	LIVE	

- Rights to any common law trademarks, trade names, slogans and branding used by Seller in the Retail Liquor Business.
- Customer lists and other Customer information including any data with respect to Customers maintained by Seller in its subscription services accounts with Shopify, Mailchimp, and Stripe

Tangible Assets:

Social media accounts maintained with Facebook, Instagram, LinkedIn, and Google (the "Social Media Accounts").
Lightspeed POS System and its components.

Contracts:
If and when assignment consents are obtained from the relevant vendors:
Contracts for the Social Media Accounts listed above.
Contracts for the Lightspeed POS System and its components.
Contracts for the Carbonite backup subscription service.
Contracts for the Microsoft Office 365 subscription service.
Contracts for the Google Suite subscription service.
Contracts for the Mailchimp subscription service.
Contracts for the Shopify subscription service.
Contracts for the Tapmango subscription service.
Contracts for the QuickBooks subscription service.
Contracts for the Stripe subscription services. Contracts for the True Brands vendor relationship.
Contracts (including purchase orders) entered into by VD Holdings prior to the Closing for Inventory, equipment, furniture, fixtures, materials, services and/or supplies which were authorized in writing (including by email or electronically), or otherwise entered into, by or at the direction of the MDM Members or in their management of the Retail Liquor Business prior to the Closing; provided, that, for the avoidance of doubt, accounts payable relating to Contracts for the purchase of Inventory and supplies shall remain with Seller as provided in and subject to Section 1.1(aa).

DocuSign Envelope ID: 1A944908-6E82-4AFB-8327-234D0783678A

SCHEDULE 1.1(ff) - Continued
TRANSFERRED ASSETS

Newton Store Assets

Intangible Assets:

Customer list.

Goodwill associated with the Transferred Assets of the Newton Store.

Tangible Assets:

Furniture, fixtures, equipment, supplies and other tangible personal property owned by Seller and located at the Leased Premises for the Store as of the Closing.

Inventory and related packaging owned by Seller and located at the Leased Premises for the Store as of the Closing.

Contracts:

Contracts (including purchase orders) entered into by the Newton Store prior to the Closing for Inventory, equipment, furniture, fixtures, materials, services and/or supplies which were authorized in writing (including by email or electronically), or otherwise entered into, by or at the direction of the MDM Members or in their management of the Retail Liquor Business prior to the Closing.

Lease:
None.

Liquor License:

That certain liquor license (ABCC No. 00154-PK-0800) issued by the City of Newton to the Newton Store dated January 1, 2023 subject to receipt of approval from the Massachusetts ABCC and the City of Newton.

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SCHEDULE 1.1(ff) - Continued
TRANSFERRED ASSETS

Brookline Store Assets

Intangible Assets:

Customer list.

Goodwill associated with the Transferred Assets of the Brookline Store.

Tangible Assets:

Furniture, fixtures, equipment, supplies and other tangible personal property owned by Seller and located at the Leased Premises for the Store as of the Closing.

Inventory and related packaging owned by Seller and located at the Leased Premises for the Store as of the Closing.

Security Deposit in the amount of $7,500 held by the Brookline Store landlord.

Contracts:

Contracts (including purchase orders) entered into by the Brookline Store prior to the Closing for Inventory, equipment, furniture, fixtures, materials, services and/or supplies which were authorized in writing (including by email or electronically), or otherwise entered into, by or at the direction of the MDM Members or in their management of the Retail Liquor Business prior to the Closing.

Lease:

That certain Lease dated February 16, 2010 between Shabtay Alon, Trustee of RASA Realty Trust under Declaration of Trust dated January 18, 1984 and vinodivino 2, LLC and all amendments thereto and extensions thereof through the Closing Date (the "Brookline Store Lease"), subject to receipt of the consent of the landlord to effect the assignment of the Brookline Store Lease to Purchaser.

Liquor License:

That certain liquor license (ABCC No. 00167-PK-0148) issued by the Town of Brookline to the Brookline Store dated December 31, 2022 subject to receipt of approval from the Massachusetts ABCC and the Town of Brookline.

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SCHEDULE 1.1(ff) - Continued
TRANSFERRED ASSETS

Needham Store Assets

Intangible Assets:

Customer list.

Goodwill associated with the Transferred Assets of the Needham Store.

Tangible Assets:

Furniture, fixtures, equipment, supplies and other tangible personal property owned by Seller and located at the Leased Premises for the Store as of the Closing.

Inventory and related packaging owned by Seller and located at the Leased Premises for the Store as of the Closing.

Security Deposit in the amount of $7,500 held by the Needham Store landlord.

Contracts:

Contracts (including purchase orders) entered into by the Needham Store prior to the Closing for Inventory, equipment, furniture, fixtures, materials, services and/or supplies which were authorized in writing (including by email or electronically), or otherwise entered into, by or at the direction of the MDM Members or in their management of the Retail Liquor Business prior to the Closing.

Lease:

That certain Lease dated January 17, 2013 between Highland Montrose, LLC and all amendments thereto and extensions thereof through the Closing Date (the "Needham Store Lease"), subject to receipt of the consent of the landlord to effect the assignment of the Needham Store Lease to Purchaser.

Liquor License:

That certain liquor license (ABCC No. 00032-PK-0770) issued by the Town of Needham to the Needham Store issued December 6, 2022 subject to receipt of approval from the Massachusetts ABCC and the Town of Needham.

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SCHEDULE 1.1(ff) - Continued
TRANSFERRED ASSETS

Boston Store Assets

Intangible Assets:

Customer list.

Goodwill associated with the Transferred Assets of the Boston Store.

Tangible Assets:

Furniture, fixtures, equipment supplies and other tangible personal property owned by Seller and located at the Leased Premises for the Store as of the Closing.

Inventory and related packaging owned by Seller and located at the Leased Premises for the Store as of the Closing.

Security Deposit in the amount of $11,900 held by the Boston Store landlord.

Contracts:

Contracts (including purchase orders) entered into by the Boston Store prior to the Closing for Inventory, equipment, furniture, fixtures, materials, services and/or supplies which were authorized in writing (including by email or electronically), or otherwise entered into, by or at the direction of the MDM Members or in their management of the Retail Liquor Business prior to the Closing.

Lease:

That certain Lease dated August 24, 2013 between The Massachusetts General Hospital and vinodivino 4, LLC and all amendments thereto and extensions thereof through the Closing Date (the "Boston Store Lease"), subject to receipt of the consent of the landlord to effect the assignment of the Boston Store Lease to Purchaser.

Liquor License:

That certain liquor license (ABCC No. 02070-PK-0116 and Boston Licensing Board number LB-138680) issued by the City of Boston to the Boston Store dated November 22, 2022 subject to receipt of approval from the Massachusetts ABCC and the City of Boston.

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EXHIBIT A
WIRE INSTRUCTIONS

Portion of Purchase Price	Name of Account Holder	Wire Instructions
$700,000	vinodivino, LLC	To be provided at Closing
All other amounts payable to Seller by Purchaser	vinodivino, LLC	To be provided at Closing
fifty percent (50%) of the total legal fees, costs and expenses payable to McDermott, Quilty and Miller, LLP	McDermott, Quilty and Miller, LLP	To be provided at Closing
fifty percent (50%) of the total fees, costs and expenses payable to the Newton Store landlord and its attorneys	To be provided at Closing	To be provided at Closing
fifty percent (50%) of the total fees, costs and expenses payable to the Needham Store landlord and its attorneys	To be provided at Closing	To be provided at Closing
fifty percent (50%) of the total fees, costs and expenses payable to the Brookline Store landlord and its attorneys	To be provided at Closing	To be provided at Closing
fifty percent (50%) of the total fees, costs and expenses payable to the Boston Store landlord and its attorneys	To be provided at Closing	To be provided at Closing

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EXHIBIT B

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement ("Bill of Sale") dated as of [_____] [___], 2023 is entered into by and between:

PURCHASER:

MDM Wine LLC, a Delaware limited liability company with its principal office at 922 Highland Avenue, Needham, MA 02494 ("MDM Holdings"),

MDM Wine1, LLC, a Massachusetts limited liability company with its principal office at 899 Walnut Street, Newton, MA 02465 ("MDM Newton Store"),

MDM Wine2, LLC, a Massachusetts limited liability company with its principal office at 922 Highland Avenue, Needham, MA 02494 ("MDM Needham Store"),

MDM Wine3, LLC, a Massachusetts limited liability company with its principal office at 1669 Beacon Street, Brookline, MA 02445("MDM Brookline Store"), and

MDM Wine4, LLC, a Massachusetts limited liability company with its principal office at 175 Cambridge Street #110, Boston, MA 02114 ("MDM Boston Store") (collectively, MDM Holdings, MDM Newton Store, MDM Brookline Store, MDM Needham Store and MDM Boston Store referred to herein as "Purchaser" and collectively, the MDM Newton Store, MDM Brookline Store, MDM Needham Store and MDM Boston Store referred to herein as the "MDM Stores"),

AND

SELLER:

vinodivino, LLC, a Delaware limited liability company with its principal office at 899 Walnut Street, Newton, MA ("VD Holdings"),

vinodivino 1, LLC a Massachusetts limited liability company with a place of business at 899 Walnut Street, Newton, MA ("Newton Store"),

vinodivino 2, LLC a Massachusetts limited liability company with a place of business at 1669 Beacon Street, Brookline, MA ("Brookline Store"),

vinodivino 3, LLC a Massachusetts limited liability company with a place of business at 922 Highland Avenue, Needham, MA ("Needham Store"), and

vinodivino 4, LLC a Massachusetts limited liability company with a place of business at 175 Cambridge Street, Boston MA ("Boston Store") (collectively, VD Holdings, Newton Store, Brookline Store, Needham Store and Boston Store referred to herein as "Seller" and collectively, the Newton Store, Brookline Store, Needham Store and Boston Store referred to herein as the "Stores").

Each of the parties hereto is referred to herein individually as a "Party" and collectively as the "Parties." All defined terms used herein shall have the meanings accorded to such terms in the Purchase Agreement unless otherwise defined herein.

RECITALS

WHEREAS, the Parties have entered into an Asset Purchase (the "Purchase Agreement") dated of June 23, 2023.

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WHEREAS, pursuant to the Purchase Agreement, Seller has transferred, sold and conveyed to Purchaser the Transferred Assets (as defined herein) as of the date hereof.

WHEREAS, pursuant to the Purchase Agreement, the Parties have agreed that Seller shall assign and transfer to Purchaser, by appropriate instruments of conveyance, all of Seller's right, title and interest in and to the assets set forth on Schedule 1 to this Bill of Sale (the "Transferred Assets").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Assignment of Transferred Assets. Pursuant to the terms of the Purchase Agreement, Seller does hereby sell, assign, transfer, convey and deliver to Purchaser, and Purchaser does hereby accept from Seller, all right, title and interest of Seller in and to the Transferred Assets, for good and valuable consideration; *provided*, however, that the Purchased Assets shall not include any of the Excluded Assets.

2. Assumption of Assumed Liabilities. Pursuant to the terms of the Purchase Agreement, Purchaser does hereby assume and agrees to pay, discharge and perform, on and after the Closing Date all Assumed Liabilities.

3. Purchase Agreement. This Bill of Sale is subject to, in all respects, the terms and conditions of the Purchase Agreement, and to the extent there is a conflict between this Bill of Sale and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

4. Further Assurances. Subject to the Purchase Agreement, each of Seller and Purchaser agrees that it will use commercially reasonable efforts to perform any additional acts that may be reasonably necessary to implement the assignment and transfer to Purchaser of the Transferred Assets and the acceptance by Purchaser of the Transferred Assets.

5. Counterparts; Electronic Signatures. This Bill of Sale may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. Any signature page delivered electronically or by facsimile (including transmission by Portable Document Format or other fixed image form) shall be binding to the same extent as an original signature page.

6. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, regardless of laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(Signature page follows)

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IN WITNESS WHEREOF, the Parties have duly executed this Bill of Sale as of the date first written above.

PURCHASER:

MDM WINE, LLC, a Delaware limited liability company

By:_____

Name: _____

Title: _____

MDM WINE1, LLC, a Massachusetts limited liability company

By:_____

Name: _____

Title: _____

MDM WINE2, LLC, a Massachusetts limited liability company

By:_____

Name: _____

Title: _____

MDM WINE3, LLC, a Massachusetts limited liability company

By:_____

Name: _____

Title: _____

MDM WINE4, LLC, a Massachusetts limited liability company

By:_____

Name: _____

Title: _____

(Signature page to Bill of Sale)

DocuSign Envelope ID: 1A944908-6E82-4AFB-8327-234D0783678A

SELLER:

VINODIVINO, LLC, a Delaware limited liability company

By:_____

Name: _____

Title: _____

VINODIVINO 1, LLC, a Massachusetts limited liability company

By:_____

Name: _____

Title: _____

VINODIVINO 2, LLC, a Massachusetts limited liability company

By:_____

Name: _____

Title: _____

VINODIVINO 3, LLC, a Massachusetts limited liability company

By:_____

Name: _____

Title: _____

VINODIVINO 4, LLC, a Massachusetts limited liability company

By:_____

Name: _____

Title: _____

(Signature page to Bill of Sale)

DocuSign Envelope ID: 1A944908-6E82-4AFB-8327-234D0783678A

SCHEDULE 1 TO BILL OF SALE
Transferred Assets

See Schedule 1.1(ff) to Asset Purchase Agreement.

Supporting Financial Records – Commitment Letter from Middlesex Savings Bank

TERM LOAN NOTE

Dated: _____, 2023

1. DEFINED TERMS. As used in this Term Loan Note (this "Note"), the following terms shall have the meanings there indicated:

1.1	**Borrower:**	MDM WINE1 LLC a duly organized Massachusetts limited liability company 899 Walnut Street Newton, Massachusetts 02465 MDM WINE2 LLC a duly organized Massachusetts limited liability company 922 Highland Avenue Needham, Massachusetts 02494 MDM WINE3 LLC a duly organized Massachusetts limited liability company 1669 Beacon Street Brookline, Massachusetts 02445 MDM WINE4 LLC a duly organized Massachusetts limited liability company 175 Cambridge Street #110 Boston, Massachusetts 02114
1.2	**Lender:**	Middlesex Savings Bank a Massachusetts chartered bank 6 Main Street Natick, Massachusetts 01760
1.3	**Loan Amount:**	$650,000.00
1.4	**Maturity Date:**	_____, 2028
1.5	**Credit Agreement:**	a certain Credit Agreement of even date herewith by and between Borrower and Lender.
1.6	**Payment Date:**	the ___ day of each month commencing ___, 2023.

2. DEBT. For value received, the Borrower hereby promises to pay to the order of Lender the principal sum of the Loan Amount, together with interest on all unpaid balances from the date hereof at

the interest rate set forth in this Note, together with all other amounts due hereunder or under the Loan Documents. This Note evidences the Term Loan facility as set forth in the Credit Agreement. All capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the Credit Agreement.

3. INTEREST. The outstanding principal balance under this Note shall accrue interest (the "Interest Rate) from the date of this Note until this Note has been repaid in full at a fixed per annum rate of interest equal to ____ percent (____%).

Interest on the outstanding principal balance under this Note shall at all times be calculated on a 360-day year and shall accrue and be payable on the actual number of days elapsed.

4. PAYMENTS. Commencing from the date of this Note until the Maturity Date, the Borrower shall make, on each a Payment Date, combined monthly payments of principal and interest in the amount of $ _____ based upon a seven (7) year amortization schedule. All outstanding principal, interest and any other amounts, fees or charges due under this Note or under the Credit Agreement (collectively, the "Obligations") shall be immediately due and payable on the Maturity Date or on such earlier date as may be required under the terms of this Note or any of the other Loan Documents. Any payments on this Note, whether such payment is a regular installment, represents a prepayment (if permitted hereunder) or is the result of acceleration of this Note by Lender, shall be made in coin and currency of the United States of America which is legal tender for the payment of public and private debts, in immediately available funds, to Lender at the address set forth above or at such other address as the Lender may from time to time designate in writing.

Payments received by the Lender prior to the occurrence of an Event of Default (as defined in the Credit Agreement) will be applied first to fees, expenses and other amounts due hereunder or under the Credit Agreement (excluding principal and interest); second, to accrued interest under this Note; and third to the outstanding principal due under this Note; after the occurrence of an Event of Default, payments will be applied to the Obligations as the Lender determines in its sole discretion.

5. SECURITY. This Note is secured by a certain Security Agreement of even date herewith by Borrower in favor of Lender (the "Security Agreement") granting to Lender a first priority security interest in all assets of Borrower and a Pledge of Liquor Licenses. The Obligations are guaranteed pursuant to certain Unlimited Guaranties (collectively, the "Guaranty") by Michael A. Mendes, individually, Manika Khanna, individually, Angelo David Ucci, individually, and MDM Wine, LLC, a Delaware limited liability company (collectively, the "Guarantor"). The foregoing documents, together with the Note, the Credit Agreement and any other documents or instruments securing this Note (the terms and provisions of all of which are incorporated herein by reference) are hereinafter referred to as the "Loan Documents".

6. LATE CHARGE. Whenever any amount of principal and interest due under this Note shall not be paid within ten (10) days of its due date, whether by acceleration or otherwise, the Borrower shall pay to Lender, in addition to such payments, a delinquency or "late" charge equal to five percent (5%) of such past due amount. The Borrower agrees that any such delinquency charges shall not be deemed to be additional interest or penalty, but shall be deemed to be liquidated damages because of the difficulty in computing the actual amount of damages in advance.

7. DEFAULT. Any Event of Default under the Credit Agreement or any of the Loan Documents (beyond any applicable grace or cure period, if any) shall constitute an Event of Default under this Note including, without limitation, any failure of Borrower to make any payments of principal, interest or other

charges when due. Upon the occurrence of an Event of Default, the Lender may, at its option, (i) declare without notice or demand to Borrower the unpaid principal and all accrued interest and other charges under this Note to be immediately due and payable without presentment, demand, protest, notice of protest or other notice of dishonor of any kind, all of which are hereby expressly waived, and (ii) proceed to exercise any rights or remedies that it may have under the Loan Documents or such other rights and remedies which the Lender may have at law, equity, or otherwise. No course of dealing or delay in accelerating the maturity of this Note or in taking any other action with respect to any Event of Default shall affect Lender's rights to take action with respect thereto, and no waiver as to any one Event of Default shall affect any of Lender's rights as to any other Event of Default.

8. SETOFF. The Borrower hereby grants to the Lender a security interest in any deposits or other sums at any time credited by or due from the holder of this Note to the Borrower or Guarantor, and in any securities or other property of Borrower or Guarantor in the possession or custody of the holder of this Note and such deposits, sums, securities and/or property may at all times be held and treated as collateral security for the payment of this Note and any and all other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of Borrower or Guarantor to the holder. The holder hereof may apply such deposits or other sums to said Obligations at any time from and after an Event of Default hereunder, whether or not other collateral is available to the Lender, without demand or prior notice, all of which are hereby expressly waived.

9. DEFAULT RATE. Upon the occurrence of an Event of Default, at the Lender's option, the Borrower shall, in addition to any other payment due hereunder, pay interest on the outstanding principal balance under this Note from and after the date on which such Event of Default has occurred at a per annum interest rate equal to the greater of (i) six percent (6.0%) per annum above the Interest Rate otherwise payable hereunder, or (ii) eighteen percent (18%) (the "Default Rate").

10. COLLECTION COSTS. After the occurrence of an Event of Default, in addition to principal, interest and delinquency charges, the Lender shall be entitled to collect and the Borrower and Guarantor agree to pay, all costs and expenses of collection, including court costs and reasonable attorneys' fees and expenses, incurred in connection with the protection or realization of collateral or in connection with the Lender's exercise of any rights under the Loan Documents, whether or not suit on this Note is filed, and all such costs and expenses shall be payable on demand and until paid shall also be secured by the Loan Documents.

11. PREPAYMENT. The Borrower shall have the right to prepay the outstanding principal balance under this Note in whole or in part at any time prior to the Maturity Date, together with all delinquency charges and any other amounts which may be due hereunder; provided, however, for each prepayment made prior to the Maturity Date, due to the refinance by Borrower with another lending institution, the Borrower shall also simultaneously pay to the Lender a prepayment fee to be determined as follows:

(a) an amount equal to five percent (5%) of the principal balance being prepaid if such prepayment occurs during the first (1st) year after the date of this Note;

(b) an amount equal to four percent (4%) of the principal balance being prepaid if such prepayment occurs during the second (2nd) year after the date of this Note;

(c) an amount equal to three percent (3%) of the principal balance being prepaid if such prepayment occurs during the third (3rd) year after the date of this Note;

(d) an amount equal to two percent (2%) of the principal balance being prepaid if such prepayment occurs during the fourth (4th) year after the date of this Note; and

(e) an amount equal to one percent (1%) of the principal balance being prepaid if such prepayment occurs during the fifth (5th) year after the date of this Note;

provided there shall be no prepayment fee due if this Note is prepaid at any time following five (5) years after the date of this Note.

The Borrower shall give the Lender not less than forty-eight (48) hours prior written notice of the Borrower's intention to prepay any amount due under this Note. The certificate of the Lender as to any additional amounts payable pursuant to this Section 9 shall, absent manifest error, be final, conclusive and binding upon the Borrower. Also, without written amendment of this Note executed by the Borrower and the Lender, partial prepayments made by the Borrower under this Section 9 shall not affect the amortization schedule and the amount of the regularly scheduled payments to be made by the Borrower hereunder. The prepayment fee set forth above shall also be due and payable upon any Event of Default which causes the acceleration of the Loan by Lender.

12. COMMERCIAL LOAN. The Borrower hereby attests, certifies, represents, warrants and covenants that the indebtedness evidenced by this Note arose from the use of proceeds for commercial and business purposes only and this representation has been relied upon by the Note holder hereof.

13. WAIVER. THE BORROWER AND GUARANTOR, AND ANY OTHER PERSON NOW OR HEREAFTER LIABLE FOR THE PAYMENT OF ANY OF THE INDEBTEDNESS EVIDENCED BY THIS NOTE IRREVOCABLY WAIVE ANY RIGHTS TO NOTICE AND HEARING TO THE EXTENT PERMITTED BY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH LENDER MAY DESIRE TO USE, and, by making, guaranteeing or endorsing this Note or by making any agreement to pay any of the indebtedness evidenced by this Note, further, irrevocably waives presentment for payment, protest and demand, notice of protest, demand and or dishonor and nonpayment of this Note and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note, and consents without notice or further assent: (a) to the substitution, exchange or release of the collateral securing this Note or any part thereof at any time; (b) to the acceptance by the holder or holders at any time of any additional collateral or security for or other guarantors of this Note; (c) to the modification or amendment at any time, and from time to time of this Note, and any other Loan Document at the request of any person liable hereon; (d) to the granting by the holder hereof of any extension of the time for payment of this Note or for the performance of the agreements, covenants and conditions contained in this Note, or any other Loan Document, at the request of any other person liable hereon; and (e) to any and all forbearances and indulgences whatsoever; and such consent shall not alter or diminish the liability of any person.

14. JURY TRIAL WAIVER. BORROWER, LENDER AND ANY GUARANTOR MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS NOTE, ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR BORROWER AND LENDER TO ENTER INTO THE TRANSACTIONS CONTEMPLATED HEREBY.

15. NO USURY. The Lender and the Borrower intend to comply at all times with applicable usury laws. If at any time such laws would ever render usurious any amounts called for under this Note or the other Loan Documents, then it is the Borrower's and the Lender's express intention that neither the Borrower nor any guarantor shall be required to pay interest on this Note at a rate in excess of the maximum lawful rate, that the provisions of this section shall control over all other provisions of this Note which may be in apparent conflict herewith, that such excess amount shall be credited to the principal balance of this Note (or, if this Note has been fully paid, refunded by the Lender to the Borrower), and the provisions hereof shall be reformed and the amounts thereafter collectible under this Note reduced, without the necessity of the execution of any further documents, so as to comply with the then applicable law, but so as to permit the recovery by Lender of the fullest amount otherwise called for under this Note. The term "applicable usury laws" as used in this Note shall mean the laws of The Commonwealth of Massachusetts or the laws of the United States, whichever laws allow the greater rate of interest, as such laws now exist or may be changed or amended or come into effect in the future.

16. GOVERNING LAW; JURISDICTION; SERVICE OF PROCESS. This Note shall take effect as a sealed instrument and shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law. Borrower and Guarantor hereby consent to venue and personal jurisdiction in any state or Federal court located within the Commonwealth of Massachusetts and waives any and all personal rights under the law of any other state to object to jurisdiction within such Commonwealth for the purposes of litigation to enforce such obligations of the Borrower. In the event such litigation is commenced, the Borrower agrees that service of process may be made, and personal jurisdiction over the Borrower obtained, by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon the Borrower at the addresses set forth in Section 1 of this Note.

17. JOINT AND SEVERAL LIABILITY. The liabilities of the Borrower and each Guarantor of this Note are joint and several; provided, however, the release by Lender of any one or more Borrower or any one or more Guarantor shall not release any other Borrower or Guarantor obligated on account of this Note. Each reference in this Note to Borrower and any Guarantor is to such Person individually and also to all such Persons jointly. No Person obligated on account of this Note may seek contribution from any other Person also obligated unless and until all liabilities to Lender from the Person from whom contribution is sought have been satisfied in full.

18. SEVERABILITY. The invalidity of any provision of this Note shall in no way affect the validity of any other provision.

19. SUCCESSORS AND ASSIGNS; AMENDMENTS. This Note shall be binding upon Borrower and upon its successors and assigns and shall inure to the benefit of Lender and its successors, endorsees, and assigns. This Note may be changed or amended only by an agreement in writing signed by the party against whom enforcement is sought.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Borrower has executed this Note as an instrument under seal as of the date first set forth above.

BORROWER:

MDM WINE1 LLC

_____
Witness to all

By:_____
Name: Michael Mendes
Title: Manager

MDM WINE2 LLC

By:_____
Name: Michael Mendes
Title: Manager

MDM WINE3 LLC

By:_____
Name: Michael Mendes
Title: Manager

MDM WINE4 LLC

By:_____
Name: Michael Mendes
Title: Manager

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Loan Facility 2:	**Working Capital Line of Credit.**
Bank:	Middlesex Savings Bank (the "Bank").
Borrower:	MDM LLC or Entity to be named.
Guarantors:	Personal Guaranty of Michael A. Mendes ; Manika Khanna (Misra) ; Angelo David Ucci.
Amount:	$75,000
Purpose:	Support Working Capital Needs ; General Operating Expenses
Interest Rate:	Prime +0.5% variable
Term:	Demand ; with an Annual review
Repayment:	Monthly Interest-only payments.
Collateral:	First Priority Lien on all assets of Borrower and Entity Guarantor now owned or hereafter acquired; requires/contingent **upon the Bank Successfully obtaining assignment/ pledge of the company's liquor licenses in Needham, Brookline, Boston, and Newton.**
Additional Conditions:	Closing fees / Legal fees to be paid by borrower.
Other Conditions:	All proposed Loan Facilities in this commitment will be cross-collateralized; Cross-defaulted; and Cross-guaranteed.

GENERAL TERMS AND CONDITIONS (if not applicable, please disregard any terms and conditions that may be specific to a commercial real estate purchase transaction)

Real Estate Taxes:	The Bank may, at its discretion, require the establishment of a real estate escrow account requiring 1/12 of the estimated taxes for the property to be escrowed monthly for the payment of taxes.
Title & Insurance:	The Bank will require a Mortgage Title Insurance Policy on the property totaling the amount of the loan, using the ALTA form issued by a title company approved by the Bank. The Bank's attorney will be responsible for obtaining said policy at the borrower's expense. The Borrower shall also keep the property insured with flood (if necessary), fire and broad extended coverage insurance written by a company satisfactory to the Bank for 100 percent of the full replacement value which, in no event shall be less than the amount of the loan, unless specifically agreed to in writing by the Bank. The Borrower will deposit with the Bank such policies containing terms and

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conditions satisfactory to the Bank as mortgagee under a standard mortgage clause. All policies shall contain a provision requiring at least sixty (60) days advance notice to the Bank before any policy cancellation or modification.

The Borrower shall also carry a prudent amount of liability insurance against any accident or occurrence in or on the premises, and certification of insurance shall be furnished to the Bank.

Transfer of Borrower's Interest: Any collateral for the Loan shall not be assigned or transferred by the Borrower without the Bank's prior express written approval. No Junior Mortgages or encumbrances on the real estate collateral will be allowed without the Bank's prior written consent.

Approvals: The Bank will require a plot plan of the property acceptable to the title insurance company if required to waive the survey exception in the title insurance policy.

The Bank or its attorney may require further instruments, documents and assurances as may be determined prior to or at the closing including, but not limited to, a hazardous waste indemnification agreement.

Inspections: The Bank or its authorized agent may inspect the premises during normal business hours during the term of the loan.

Expenses: If for any reason beyond the reasonable control of this Bank, this commitment is terminated, and whether or not the Loan closes, the Borrower agrees to pay all expenses, fees and charges in respect to the Loan or in any way connected therewith, including legal fees to our attorney, appraisal fees, title costs, recording costs, or any such customary expenses as have been normally and reasonably incurred in connection with the processing of the Loan.

Representations: All representations made by the Borrower to the Bank with respect to obtaining the Loan shall be deemed to be material and relied upon by the Bank in issuing a Commitment and shall survive the Closing of the Loan.

Any advancement, extension or loan of funds pursuant to this Loan commitment will be made, only if in the opinion of this Bank, there has been no material change of circumstance and if there exists no Event of Default as defined in any Loan Agreement and/or Note(s), which may have been executed by the borrower.

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Environmental Site Assessment: This commitment shall be subject to a satisfactory environmental site evaluation, at Borrower's expense, to be completed for the subject property prior to the loan closing. Such evaluation shall indicate no presence or threat of release of oil or other hazardous materials as defined by M.G.L. 21E. The evaluation shall be performed by a Licensed Site Professional employed by a recognized engineering firm acceptable to the Bank. Borrower shall reimburse Middlesex Savings Bank for environmental fees.

Appraisals: Approval of the financing is reliant upon a satisfactory appraisal. The subject financing shall not exceed **80%** of the value indicated in the appraisal letter. Appraisal will be at the Borrower's expense.

Hazardous Materials: The Bank shall require an Indemnification from the Borrower and the Guarantors against any loss or damage due to the presence, now or hereafter, of oil or hazardous materials. The Loan documents shall provide that if the conduct of any activity, either actively or passively, in, on, or about the property causes the property to be contaminated by hazardous waste other than what is known, the same shall be reason for the Bank, at its option, to declare the Loan to be in default.

Legal Opinions: Disbursement of Loan proceeds is conditioned on the prior approval of all documents by the Bank's counsel:.

[redacted]

Attorneys at Law
160 Gould Street, Suite 102
Needham, MA 02494
www.ksrlawfirm.com

The responsibility of the Bank's attorney is to protect the interest of the Bank, notwithstanding that the Borrower shall pay the legal fees of the Bank's counsel related to this transaction. The Bank assumes no responsibility to the Borrower for the acts or omissions of the Bank's attorney. Borrower may, at its own expense, engage an attorney to represent its interest in this transaction.

Other Documentation: The Bank or its attorney may require additional instruments, documents and assurances as may be determined prior to or at the closing including, but not limited to, a hazardous waste indemnification agreement.

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Financial Statements: At any time prior to funding, the Bank reserves the right to request and receive the most recent financial statement on the Property of the Borrower in a form acceptable to the Bank. Failure to provide same will be a default under this commitment.

On an *annual* basis, the Borrower shall submit:

Annual financial statements within 120 of Borrower's fiscal year end of the operating company(s); Annual Federal Tax return of the operating company(s) within 120 days of borrower's fiscal year end ; Annual Covenant Compliance certificate within 120 days of Borrower's fiscal year end.

The Borrower shall agree to provide the Bank with other such financial information as the Bank may request from time to time. Automatic Payment deduction is required from a business checking account with the Bank.

Financial Covenants: **A minimum debt service coverage ratio of 1.25x , maintained and tested annually; defined as :**

Earnings Before Interest Taxes, Depreciation, and Amortization (EBITDA) less cash distributions or dividends less CAPEX, plus net operating income of related real estate entity, divided by scheduled principal and interest payments of all debt , including the related real estate entity, for the period tested.

Covenant testing will be completed based on Borrower's tax returns

Zoning, Land Use And Other Matters: A zoning opinion may be required to the satisfaction of the bank and the bank's counsel if the bank or the bank's counsel deem it necessary.

Statutory Compliance: Any Commitment made by the Bank is subject to and expressly conditioned upon applicable laws and regulations of all Federal, State and local authorities and such other regulatory agencies having jurisdiction over such matters.

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Prepayment: The loan shall have a rolling prepayment penalty consisting of 5,4,3,2 and 1% (years 1 through 5 respectively) of the principal balance if the loan is refinanced with another financing agency within the first five years.

Flood Insurance: If the property is in a flood zone (Zone A or V), flood insurance will be required. Prior to closing, the Bank will review policy for sufficient coverage and a paid receipt must accompany policy along with a signed Flood Hazard Notice. The Bank will escrow monthly for flood insurance payments.

Closing: If the loan does not close for any reason on or before August 1, 2023**,** the Bank may retain all fees and the Borrower shall be liable for any and all expenses and damages incurred by the Bank under this commitment and the Bank shall have no further obligation to the Borrower.

Acceptance: If you are in agreement with the terms and conditions outlined herein, please scan/fax a signed copy to the Bank prior to the close of business on May 30, 2023. Thereafter, the Bank's obligations under this commitment shall terminate and this commitment shall thereafter be null and void.

By your acceptance of this commitment, you agree to be responsible for all costs and expenses incurred by Middlesex including, but not limited to, legal fees and disbursements, appraisal costs and other expenses incurred by Middlesex in connection with the processing of the Loan, whether or not the Loan closes.

This commitment is not assignable by operation of law or otherwise without the prior written consent of Middlesex.

Any brokerage commission or finder's fee payable in connection with the securing of this commitment or the Loan shall be paid by Borrower. By acceptance of this Commitment, Borrower hereby indemnifies Middlesex and its affiliates against claims of any brokers or finders arising in connection with this Commitment or the consummation of the Loan contemplated herein.

This Commitment supersedes your Loan application and all other prior dealings of Borrower and its agents with Middlesex and its affiliates in connection with the Loan. The terms of this Commitment may not be waived, modified or in any way changed by implication, correspondence or otherwise, unless such waiver, modification or change is made in the form of an amendment to this Commitment in writing and agreed to by all parties.

This commitment and the loan documents to be delivered pursuant hereto shall be construed under the laws of the Commonwealth of Massachusetts, without reference to any Massachusetts choice of law rules. Any dispute arising out of the terms of the commitment or any negotiations relating thereto shall be heard in a Federal or state court located in Middlesex or Worcester Counties in the Commonwealth of Massachusetts. The Borrower shall waive trial by jury in any action brought on or with respect to this commitment, or any other agreements executed in connection with the credit facilities contemplated hereby.

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Notwithstanding any other provision of this commitment, the Bank shall have no obligation to close any of the facilities contemplated by this commitment if Borrower shall fail to satisfy any of the terms and conditions of the commitment (including, without limitation, if loan documents in form and content satisfactory to the Bank and prepared by Bank's Counsel are not executed and delivered to the Bank by August 1, 2023 or if the documents required by this commitment are not timely delivered to the Bank in form and content satisfactory to the Bank), or if any of the following occurs prior to the closing date:

a. Borrower or any Guarantor, or their respective principals, members, partners or other affiliated or related persons or entities shall have been adjudicated bankrupt or insolvent, or a trustee or receiver shall have been appointed for all or a substantial portion of any of their property;

b. The Borrower or any Guarantor, or their respective principals, members, partners or other affiliated or related persons or entities shall have filed a petition in bankruptcy, or same shall have been filed against any of them;

c. A material adverse change in the financial condition of Borrower or any Guarantor, or their respective principals, members, partners or other affiliated or related persons or entities, shall have occurred that would substantially affect the Borrower's or any Guarantor's ability to repay or otherwise significantly increase the risk to be assumed by the Bank.

If for any reason the Loan contemplated hereby does not close by August 1, 2023, time being of the essence, this commitment shall lapse and shall be of no further force or effect unless the time for closing is extended in writing by Middlesex. However, you shall remain liable for your obligations with respect to payment of all costs and expenses and your indemnity with respect to brokers' or finders' fees.

This Commitment shall become effective only upon your written acceptance hereof. A signed copy of this Commitment must be returned to Middlesex, prior to the close of business on May 30, 2023.

This commitment sets forth the entire agreement of the parties with respect to the subject matter hereunder, and supersedes all prior written (including but not limited to email communications and any loan application) or oral understandings with respect hereto. No modification or waiver of any provision of this commitment shall be effective unless the same shall be in writing and signed by all parties hereto. *It is also hereby intended that this Commitment shall not survive the execution of the loan documents for any extension of credit contemplated hereby, and that once executed, the loan documents shall set forth the entire agreement of the parties to said credit(s).*

Michael, Manika, David: I truly appreciate the opportunity to provide you with this financing commitment. I look forward to working with you on this and future transactions.

Very truly yours,

Arif G./ Bhimani

Digitally signed by Arif G./ Bhimani
Date: 2023.05.16 11:44:39 -04'00'

Arif Bhimani
Vice President
Commercial Lending, Business Banking Group

Business Banking Group
36 Summer Street, Natick, MA 01760
Tel: 781.474.5164 Fax: 508.655.0032

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Middlesex Bank Commitment: Acquisition of: Vinodivino
May 16, 2023

Agreed and Accepted:

Vinodivino Acquisition Group / MDM LLC or Entity to be named.
Michael A. Mendes ; Manika Khanna (Misra) ; Angelo David Ucci
922 Highland Avenue
Needham, MA 02494

DocuSigned by:
Michael Mendes
3E1C0FD8D20F4A2...

Managing Partner	5/17/2023
Name: Michael A. Mendes Title	Date

DocuSigned by:
C909FD943C484D0...

Managing Partner	5/17/2023
Name: Manika Khanna (Misra) Title	Date

DocuSigned by:
Angelo David Ucci
01D7581612A1475...

Managing Partner	5/17/2023
Name: Angelo David Ucci Title	Date

Business Banking Group
36 Summer Street, Natick, MA 01760
Tel: 781.474.5164 Fax: 508.655.0032

Pledge Agreement

ASSIGNMENT AND PLEDGE OF LIQUOR LICENSE AND ALCOHOL INVENTORY

This ASSIGNMENT AND PLEDGE (this "Assignment") is entered into on the ___ day of _____, 2023 by MDM WINE2 LLC, a Massachusetts limited liability company, having an address of 922 Highland Avenue, Needham, Massachusetts 02494 (hereinafter called "Pledgor") in favor of Middlesex Savings Bank, a Massachusetts chartered bank with a principal place of business at 6 Main Street, Natick, Massachusetts 01760 (hereinafter called the "Lender").

In consideration, of financial accommodations made or to be made by Lender to Pledgor, the Pledgor does hereby pledge and assign (in part pursuant to M.G.L. Chapter 138, Section 23) to the Lender the Pledgor's liquor license (ABCC No. 00032-PK-0770) (the "License") and all alcohol, liquor, and the like now or in the future acquired by Pledgor or used in connection with the License (collectively, the "Inventory") with respect to the ownership and operation of the retail liquor store known as VINODIVINO located at **922 Highland Avenue, Needham, Massachusetts**. This assignment and pledge shall be a first pledge and security interest to the Lender and shall be evidenced and secured in part by a pledge of the License by Pledgor to the Lender to be recognized by the Needham Licensing Board and the Alcoholic Beverages Control Commission of the Commonwealth of Massachusetts (together, the "Authorities"). This assignment and pledge secures the following "Obligations:"

a. the payment of $650,000.00 with interest thereon, as provided in a promissory note dated of even date herewith, issued by the Pledgor to the order of the Lender, including all renewals, modifications, restatements and extensions thereof, (as the said promissory note may hereafter be amended, the "Note");

b. all other obligations, indebtedness and liabilities of the Pledgor to the Lender owing at any time, liquidated or unliquidated, each of every kind, nature and description, and the performance by Pledgor of all acts, obligations, covenants, terms, and conditions, in each case whether now or hereafter arising under any agreement now existing or hereafter established between Pledgor and the Lender, and whether denominated secured or unsecured, whether direct or indirect, absolute or contingent, matured or unmatured, primary or secondary, certain or contingent, due or to become due, whether now existing or hereafter arising. Without limiting the generality of the foregoing, said term shall also include all interest and other charges chargeable to Pledgor or due from Pledgor to the Lender from time to time and all costs and expenses owing to the Lender;

c. the performance and observance by Pledgor of each and every covenant, condition and obligation contained in the Note and any other document executed by the Pledgor in connection with any of the Obligations;

all liabilities of Pledgor to the Lender, whether now existing or hereafter arising, under any foreign exchange contract, interest rate swap, cap, floor or hedging agreement, or other similar agreements (including but not limited to breakage and make-whole fees), and all obligations of Pledgor to the Lender under any credit card services agreements or agreements relating to the processing of automated clearing house transactions, together with all fees, expenses, charges and other amounts owing by or chargeable to Pledgor under any such agreements and all

liabilities of Pledgor to the Lender to repay overdrafts and other amounts due to the Lender under any existing or future agreements relating to cash management services;

The Pledgor represents and warrants to Lender as follows:

1. The Pledgor has the power and authority to enter into this Assignment.

2. The License is not subject to any prior lien or encumbrance. The undersigned will not transfer, agree to or apply for a transfer, pledge, sale or other disposition of the License or any ownership or beneficial interest therein, in whole or in part, to any other individual or entity for so long as any Obligations remain outstanding, without the prior written consent of the Lender. The Pledgor also shall make all payments to suppliers, wholesalers or other providers of the Inventory so that no lien arises in connection therewith to such entities, including without limitation any lien recognized the Authorities as being superior to this Assignment.

3. The Pledgor will pay when due all taxes, charges, liens and assessments against the License, or the beverages authorized to be sold under the License. The Pledgor will perform any and all acts required to keep the License in good standing, including filing timely applications of the renewal thereof, and will not suffer or permit the License to lapse.

4. The Pledgor shall promptly report in writing to the Lender upon the occurrence of any event which might impair the value of the License, including, but not limited to, any action taken by any local or state regulatory agencies, including without limitation the Authorities, which in any manner restricts the use of the License.

5. The Pledgor will comply with all applicable laws and regulations, including without limitation those of the Authorities, with respect to the License or its use.

6. The Pledgor agrees to do such further acts or execute such further documents as may be determined necessary by the Lender to perfect the interests granted herein, including without limitation, completing, executing, filing (and payment of all associated filing or related fees) and prosecuting with all due diligence any applications for approval of this Assignment by the Authorities.

Upon the default in any of the obligations, representations or warranties of the undersigned to the Lender hereunder or under any of the Obligations, and the giving of any required notice and the expiration of any grace or cure period (an "Event of Default"), the Lender shall have any and all rights provided by such documents or by law, including those of a secured party under the Uniform Commercial Code and a pledgee under the rules and regulations of the Authorities. The Lender shall have the right to apply the proceeds of any disposition of the License, the Inventory or both, to the payment of any of the Obligations, after deducting therefrom the expenses relating to such sale or disposition, including court costs and attorney's fees.

The Pledgor hereby grants the Lender an irrevocable power of attorney, coupled with an interest, to endorse the name of the Pledgor on any and all documents and to take in the name of the Pledgor all actions deemed necessary by Lender to effectuate the prompt transfer of the License, following the occurrence of an Event of Default; such documents and actions may

include but shall not be limited to the completing, executing and filing with the Authorities of applications for the transfer of the License, the appearance at hearings of the Authorities or other bodies having jurisdiction over the License, the assembling, completing and filing of tax-related returns and forms reasonably required to be completed and filed in connection with the transfer of the License, and interacting with all governmental authorities on behalf of the Lender in connection therewith.

The rights and remedies of the Lender are cumulative and not alternative, and may be exercised concurrently or successively. The Lender assumes no obligation with respect to the License, the Inventory, or the sale of beverages thereunder, and the undersigned agrees to hold the Lender harmless from any and all costs and expenses incurred by reason of this Agreement which shall be added to the loan balance.

All notices, demands, requests and other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if given in the manner applicable to notices under the Note.

Applicable law; jurisdiction: this agreement is intended to take effect as a sealed instrument and has been executed or completed and is to be performed in Massachusetts and it and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the internal laws of the Commonwealth of Massachusetts without regard to conflicts of laws principles. Borrower hereby submits to the jurisdiction of each state and federal court which sits in Massachusetts and agrees that service made in accordance with the notice provisions of this agreement shall be proper service.

[Signature page to follow]

WITNESS the execution hereof under seal as of this ____ day of _____, 2023.

WITNESS:

PLEDGOR:

MDM WINE2 LLC

_____

By:_____
Name: Michael Mendes
Title: Manager

Lease

LEASE

THIS INSTRUMENT IS A LEASE made as of the 17th day of January, 2013 (the "Effective Date") in which the Landlord and the Tenant are the parties hereinafter named, and which relates to space in a certain building (the "Building") located at 922-958 Highland Avenue, Needham, Massachusetts.

The parties to this Indenture of Lease hereby agree with each other as follows:

1. **REFERENCE DATA AND DEFINTIONS**.

Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section:

LANDLORD:	Highland Montrose LLC, a Massachusetts limited liability company
LANDLORD'S MAILING ADDRESS:	Highland Montrose LLC c/o Micozzi Management [redacted]
TENANT:	vinodivino 3 LLC, a Massachusetts limited liability company
TENANT'S MAILING ADDRESS:	vinodivino 3 LLC Attention: Raphael Keller-Go [redacted]
THE PROPERTY:	The Property consists of certain land located on Highland Avenue, Needham, Massachusetts, being more particularly described in Exhibit "A" attached hereto, the two (2) buildings hereinafter described, and all other improvements located on the land including the common areas described in Section 2.
THE BUILDING:	The Building is known and numbered as 922-958 Highland Avenue, Needham, Massachusetts and is located on the Property.
THE OTHER BUILDING:	The other Building is known and numbered as 902-910 Highland Avenue, Needham, Massachusetts and is located on the Property.

PREMISES:	The premises ("Premises") which are the subject of this Lease are located in a portion of the Building at 922 Highland Avenue, Needham, Massachusetts in the space that is adjacent to the CVS store. The Premises are comprised of certain space on the ground level containing approximately 3000 square feet of floor area (the "Store Floor Area") as shown on Exhibit "B" attached hereto plus a secure designated area in the basement adjacent to the CVS basement storage rooms shown on Exhibit "B-1". For the purpose of calculating the Base Rent and the Tenant's Proportionate Share of the Additional Rent, only the Store Floor Area shall be factored. The address of the Premises is 922 Highland Avenue, Needham, Massachusetts 02494.
PERMITTED USE:	The Premises shall be used as a boutique retail shop engaged in the sale of wine, beer and other alcoholic beverages pursuant to M.G.L.c.138 Section 15, and legal uses ancillary thereto.
INITIAL TERM:	The initial term of this Lease (the "Initial Term") shall commence on the Term Commencement Date (as hereinafter defined) and expire ten (10) years from the Rent Commencement Date (as hereinafter defined). The Initial Term, as it may be extended by the Extension Term (as hereinafter defined), is also sometimes hereinafter referred to as the "Term".
TERM COMMENCEMENT DATE:	The date upon which Landlord delivers possession of the Premises to the Tenant with Landlord's Work substantially complete. See Section 5(a).
TENANT'S APPROVALS:	"Tenant's Approvals" shall mean the governmental licenses, permits or approvals to be obtained by the Tenant pursuant to Section 4.1 for the proper and lawful use of the Premises for the Permitted Use.
RENT COMMENCEMENT DATE:	The payment of Rent shall commence on the earlier of (a) ninety (90) days following the Term Commencement Date or (b) the date on which Tenant opens for business to the public at the Premises.
EXTENSION OPTION:	Three (3) additional periods of five (5) years each (the "Extension Terms"), as provided in and on the terms set forth in Section 22 hereof.

BASE RENT DURING THE INITIAL TERM:

Term	Year	Annually	Monthly	Rent PSF
Initial	1-5	$90,000.00	$7,500.00	$30.00
Initial	6-10	$105,000.00	$8,750.00	$35.00

BASE RENT DURING THE EXTENSION TERM:	Term	Year	Annually	Monthly	Rent PSF
	Option #1	11-15	$112,500.00	$9,375.00	$37.50
	Option #2	15-20	$127,500.00	$10,625.00	$42.50
	Option #3	20-25	$144,000.00	$12,000.00	$48.00

PROPERTY RENTABLE AREA	Approximately 40,615 square feet
TENANT'S PROPORTIONATE SHARE CALCULATION	Premises Floor Area divided by the Property Rentable Area
TENANT'S PROPORTIONATE SHARE:	7.39%
INITIAL ESTIMATED TAX PAYMENT:	$855.00 per month (based upon $3.42 psf)
INITIAL ESTIMATED CAM PAYMENT:	$895.00 per month (based upon $3.58 psf)
EMPLOYEE PARKING RESTRICTION:	The Tenant's employees shall not be permitted to use more than four (4) parking spaces in the parking lot on the Property. See Section 2.2(b).
SECURITY DEPOSIT:	$7,500.00 See Section 9.
GUARANTORS:	Raphael Keller-Go initially, and thereafter Vinodivino LLC, shall guarantee the Base Rent plus Tenant's Proportionate Share of the annual real estate taxes (as defined in Section 8.1) and the common area maintenance costs ("CAM Charges" as defined in Section 8.2) pursuant to the terms of the Guaranty attached hereto as Exhibit "F".
BROKERS:	The Dartmouth Company.

2. Premises and Appurtenant Rights.

2.1 Lease of Premises.

Landlord hereby demises and leases the Premises to Tenant for the Term of this Lease and upon the terms and conditions hereinafter set forth, and Tenant hereby hires and accepts the Premises from Landlord upon said terms and conditions for the Term.

2.2 Appurtenant Rights and Reservations.

(a) Subject to the restrictions applicable to the Tenant's employee parking set forth in Section 1 and Section 2.2(b), Tenant shall have, as appurtenant to the Premises, the nonexclusive right to use, and permit its invitees to use, in common with others, common driveways, parking areas, sidewalks and other common areas necessary for access to the

Premises, but Tenant shall have no other appurtenant rights, and all such rights shall always be subject to reasonable rules and regulations from time to time established by Landlord and to the right of Landlord to designate and change from time to time areas and facilities so to be used, provided that no such change shall unreasonably interfere with Tenant's use of, or access to, the Premises. Landlord shall have no responsibility to Tenant and Tenant's employees, visitors and customers to provide security or other protection regarding the common areas and parking areas.

(b) Tenant's use of the parking areas shall be on an unreserved, non-exclusive basis and solely by Tenant's employees and patrons, provided (i) the number of spaces in the parking areas occupied at any one time by Tenant's employees shall not exceed the number of parking spaces specified in Section 1 and (ii) except for the said permitted parking spaces, Tenant shall not permit Tenant's employee vehicles to be parked in the parking areas except in any specific "employee parking area" on the Property designated from time to time by Landlord. Landlord reserves the right to grant to any other tenant the exclusive right to use specific parking spaces and Landlord shall not be liable to Tenant and this Lease shall not be affected if any parking rights of Tenant hereunder are impaired by any law, ordinance or other governmental regulation imposed after the date of the execution of this Lease. Landlord reserves the right to make changes in the parking areas and to implement such procedures or systems as Landlord determines are necessary to monitor and/or control the use of the parking areas provided a reasonable means of access to the Premises is always maintained. Tenant agrees to abide by all commercially reasonable rules, regulations and procedures established by Landlord for the use of the parking areas as such may be changed from time to time. Tenant covenants and agrees to cooperate with Landlord's efforts to regulate and control the aforesaid parking privileges for Tenant's employees in order to maintain compliance with all reasonable rules and regulations promulgated by Landlord with respect to the use of the parking areas on the Property. The parking privileges granted herein are transferable only in connection with an approved assignment or sublet of the Lease pursuant to Section 14. Landlord shall have the right to tow vehicles that are in violation of any reasonable rule or regulation established by Landlord and of which notice has been provided to Tenant. Tenant agrees to move or cause to be moved its vehicles and those of its employees, patrons, agents, contractors or other invitees to designated locations to facilitate such maintenance, cleaning and/or snow removal as Landlord may perform. Further, Landlord assumes no responsibility whatsoever for loss or damage due to fire, theft or otherwise to any motor vehicle(s) parked on the Property or to any personal property therein, however caused, and Tenant covenants and agrees, upon request from Landlord from time to time, to notify its officers, employees, agents and invitees of such limitation of liability. Tenant acknowledges and agrees that a license only is hereby granted, and no bailment is intended or shall be created.

(c) Excepted and excluded from the Premises are the roof, perimeter walls, pipes, ducts, conduits, wires, slab, foundation, footings and appurtenant fixtures serving exclusively or in common other parts of the Building or the Property. To the extent applicable, Landlord excepts and reserves from the Premises for the benefit of Landlord the right to maintain, alter, use, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures located in or at the Premises and serving other parts of the Building and/or the Property provided the same is done at such time and in such manner as to not unreasonably interfere with Tenant's business.

Landlord further reserves the right to modify, alter and build upon the Building and/or the Property common areas, including, without limitation, the right to install or place upon, or affix to the roof and exterior walls of the Building equipment, non-competitive signs, displays, antennas and any other object or structure of any kind provided any such action does not materially interfere with the approved alterations made by the Tenant to the exterior of the Premises or Tenant's use or occupancy of the Premises or the visibility of the Premises from Highland Avenue or from the parking areas on the Property.

3. Term.

(a) The Term of this Lease shall be the period specified in the Data Reference Section, unless sooner terminated or extended as herein provided. If an Extension Term is set forth in the Reference Data Section, the Term shall include the Extension Terms in accordance with the provisions of Section 22 hereof. For the purposes of this Lease, "Lease Year" shall be defined as a period of twelve (12) consecutive months during the Term, except that the first (1ST) Lease Year shall be greater than twelve (12) months and shall commence on the Term Commencement Date and end on last day of the twelfth (12th) full calendar month occurring on or after the Rent Commencement Date. Subsequent Lease Years shall commence on the day after the last day of the first (1ST) Lease Year and shall end on each anniversary of the last day of the first (1ST) Lease Year.

(b) As soon as may be convenient after the Term Commencement Date and Rent Commencement Date have been determined, Landlord and Tenant agree to join with each other in the execution, in the form of Exhibit "C" hereto, of a written Commencement Date Agreement in which the Term Commencement Date, Rent Commencement Date and the Expiration Date of the Initial Term of this Lease shall be stated. If Tenant shall fail to execute such Agreement, the Term Commencement Date, Rent Commencement Date and Expiration Date shall be as reasonably determined by Landlord in accordance with the terms of this Lease.

4. Use of the Premises.

(a) Tenant agrees that the Premises shall be used and occupied by Tenant and any approved assignees and subtenants pursuant to Section 14 only for the Permitted Use described in Section 1 and for no other purpose or use without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion; provided, however, that Landlord shall not unreasonably withhold its consent to a change in the use of all or a portion of the Premises provided such use is a legally permitted use, is not a prohibited use pursuant to any agreement between Landlord and another tenant on the Property and Landlord has not granted another tenant an exclusive for such use.

(b) Tenant agrees to conform to the following provisions during the Term of this Lease:

(i) Tenant shall cause all freight to be delivered to, or removed from, the Building and the Premises in accordance with applicable laws and ordinances and reasonable rules and regulations established by Landlord therefor (but in no event may such rules and regulations required Tenant to take deliveries outside of Tenant's normal business hours);

(ii) Tenant shall suffer no waste or injury in or about the Premises and shall not perform any act or carry on any practice that may injure the Premises, or any other part of the Building and/or the Property, or cause offensive odors or loud noise or constitute a nuisance or menace to any other tenant or tenants or other persons in the Building and/or the Property; and

(iii) Tenant shall not use or permit the use of the Premises for any purpose deemed hazardous or which shall invalidate or increase the cost of any of Landlord's insurance on the Building or the Premises 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 (To the extent that Tenant conducts the Permitted Use in compliance with applicable laws and ordinances, Landlord agrees that the use of the Premises for the Permitted Use does not violate the foregoing). In case of any such increase in cost, Tenant shall, within ten (10) days of demand, reimburse Landlord for any and all additional insurance costs attributable to Tenant's use of the Premises.

4.1 Tenant's Approvals.

(a) Tenant shall, at Tenant's sole cost and expense, apply for and diligently seek the Tenant Approvals defined in Section 1. Without limiting the generality of the foregoing, Tenant shall promptly take such actions as are reasonably required to obtain a liquor license permitting the retail sale of wine, beer and other alcoholic beverages in the Premises pursuant to M.G.L.c.138 Section 15 (the "Liquor License"). Landlord shall reasonably cooperate with Tenant in Tenant's efforts to obtain the Liquor License. Upon Landlord's request from time to time, Tenant promptly shall notify Landlord of Tenant's actions with respect to the obtaining of the Tenant's Approvals. For purposes hereof, Tenant shall be deemed to have obtained the Tenant's Approvals only when all required governmental approvals have been issued with any appeal periods having passed without appeal or with all appeals resolved in favor of granting the Tenant's Approvals.

(b) In the event that Tenant, after having used diligent efforts, is unable to obtain the Tenant Approvals on or before July 1, 2013 (the "Tenant's Approvals Deadline"), then either Landlord or Tenant may terminate this Lease by giving written notice to the other on or before 5:00 p.m. on said date and upon said notice, the Lease shall terminate without recourse to either party and, except as otherwise provided, all obligations hereunder shall be null and void. In the event the Lease is terminated in accordance with this Section, Landlord shall, within thirty (30) days of the Tenant's Approvals Deadline, return to the Tenant any funds previously received by the Landlord as security deposits or advance payments of Rent.

(c) Upon receipt of the Tenant Approvals and the expiration of any applicable appeal period without challenge, Tenant shall notify Landlord (the "Tenant's Approvals Notice"), together with copies thereof.

5. Delivery and Construction of the Premises.

(a) Following receipt of the Tenant's Approvals Notice, Landlord, at its sole cost and expense, shall diligently commence and complete the renovations and improvements to the Premises described as "Landlord's Work" on Exhibit D. Landlord shall use good faith efforts to substantially complete Landlord's Work and deliver possession of the Premises to Tenant within thirty (30) days (the "Delivery of Possession Date") after receipt of Tenant's Approval Notice. Landlord's Work shall be performed in compliance with all applicable laws. As used herein, the term "substantially complete" shall mean that all of Landlord's Work has been completed except for minor punch list items which do not materially interfere with the commencement or completion of Tenant's Initial Work (as defined in the following paragraph) or Tenant's use or occupancy of the Premises and which can be completed or remedied after the Delivery of Possession Date without causing material interference to such use or occupancy and Landlord has obtained a certificate of occupancy for the Premises with respect to Landlord's Work. Landlord shall complete all such punch list items within thirty (30) days after the later of (i) the date Landlord receives notice from Tenant of the punch list items or (ii) the Delivery of Possession Date.

(b) Except for the completion of the Landlord's Work pursuant to Section 5(a) and except as provided in Section 28 below, Tenant shall accept the Premises in "AS IS" broom clean condition as of the Delivery of Possession Date (provided the Premises are in no worse condition than exists as of the date of this Lease, reasonable wear and tear excepted) and Tenant acknowledges and agrees that Landlord will have no obligation to perform any further construction to prepare the Premises for Tenant.

(c) Subject to the Tenant's compliance with the provisions of Section 6, the Tenant shall, at its own expense, be responsible for all labor and materials set forth in Exhibit E attached hereto in order to construct the Premises for the Permitted Use ("Tenant's Initial Work"), and equip the Premises with trade fixtures and personal property as Tenant believes are necessary for the operation for Tenant's business in the Premises. The Tenant agrees that all plans and specifications regarding the Tenant's Initial Work shall be submitted to Landlord for approval and consent prior to performance of such work, which consent shall not be unreasonably withheld, conditioned or delayed. Upon receipt of Tenant's complete set of plans, Landlord shall give such consent, or request additional information within ten (10) business days. If consent or Landlord's response is not given within such ten (10) business day period, Landlord's consent shall be deemed given.

(d) Landlord shall permit Tenant access to the Premises from and after the date of Tenant's Approval Notice so that Tenant may begin preparing the Premises for its use and occupancy. Landlord may limit such access when necessary to avoid materially interfering with the performance of the Landlord's Work. Provided Tenant is not operating its business, no Rent shall be due from Tenant during such period of early access to the Premises.

6. Alterations and Improvements.

(a) Tenant shall not make any structural alterations, improvements, changes, installations, renovations or additions (which terms shall be collectively referred to herein

as "Tenant's Improvements" and the term "Tenant's Improvements" shall include the Tenant's Initial Work) in and about the Premises without first obtaining, in each instance, the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall Tenant make any Tenant's Improvements if it (i) shall not comply with all applicable laws; (ii) shall adversely affect the operation, efficiency, or integrity of any Building system; (iii) shall unreasonably interfere with the use or occupancy of any other portion of the Building and/or the Property by any other tenant or its invitees; or (iv) shall compromise or adversely affect the structural portions or elements of the Premises or the Building. Upon receipt of Tenant's complete set of plans, Landlord shall give such consent, or request additional information within ten (10) business days. If consent or Landlord's response is not given within such ten (10) business day period, Landlord's consent shall be deemed given. Tenant may make decorative or other non-structural alterations, renovations or improvements to the interior of the Premises costing not more than Ten Thousand Dollars ($10,000.00) per alteration without the Landlord's consent, provided that Tenant shall first give written notice to Landlord specifying the proposed alterations, the commencement and approximate completion dates thereof, and in any event any such alterations by the Tenant shall be made in accordance with the terms and conditions of this Section 6. Nothing contained herein shall be deemed to require Tenant to obtain the prior consent of Landlord with respect to the installation of any personal property, equipment or trade fixtures of Tenant that do not require permits or approvals from governing authorities, or to grant Landlord any ownership interest in any of the same ("Tenant's Removable Property").

(b) Tenant, at its expense, shall procure all Tenant Approvals required by any governing authority in connection with the installation and construction of Tenant's Improvements. Landlord agrees to cooperate with Tenant in obtaining the Tenant's Approvals and Landlord agrees to sign any applications in connection therewith, if required. Tenant shall provide Landlord with copies of the Tenant's Approvals and related Plans obtained with respect to the Tenant's Improvements prior to the commencement of any work related thereto.

(c) Prior to the commencement of any work to be performed on the Premises, Tenant shall provide Landlord with the name and address of each contractor performing said work. Any contractor providing labor or services on behalf of the Tenant at the Premises shall be duly licensed by the Commonwealth of Massachusetts and shall provide Landlord with a Certificate of Insurance naming Landlord as an Additional Insured and confirming that such contractor carries commercial general liability, property damage liability, worker's compensation and other commercially reasonable insurance in light of the work to be undertaken by such contractors.

(d) Tenant's Improvements shall be performed diligently and in a good and workmanlike manner using materials at least equal in quality to those used in the present construction of the Building and shall be expeditiously completed in compliance with all laws, rules, regulations, ordinances and requirements of governmental authorities having jurisdiction of the Premises. All such work shall also comply with all requirements of any insurance policies maintained by Landlord or Tenant with respect to the Building and/or the Premises. The Tenant's Improvements, whether placed in, or attached to, the Premises before or during the term of this Lease shall become and be Landlord's property and shall remain part of the Premises as of the expiration or earlier termination of the

Lease. At the end of the Term of this Lease, Tenant shall remove the Tenant's Removable Property and restore the Premises in accordance with Section 20.. Tenant shall maintain Tenant's Improvements in good condition during the Term of the Lease and shall be responsible for all damage to the Premises, all fixtures, appurtenances and equipment of Landlord or the Building caused by the installation, malfunction or removal of Tenant's Improvements subject to Section 12.6 below.

(e) Tenant shall promptly pay all costs and expenses of the Tenant's Improvements so that the Property shall always be free of liens for labor or materials. If any such lien shall be claimed or exist against the Property and/or Landlord's interest therein, Tenant shall, within thirty (30) days after the receiving notice of the filing of such lien, have such lien discharged of record or deliver to Landlord a recordable bond in form, amount, and issued by a surety satisfactory to Landlord, indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien so released or to deliver such bond to Landlord, then Landlord, without investigating the validity of such lien, may pay or discharge the same; and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including expenses and attorneys' fees. Tenant hereby indemnifies Landlord against liability for any mechanics' and other liens filed in connection with the costs of any and all Tenant's Improvements, including the liens of any chattel mortgages, security agreements or financing statements upon any materials or fixtures installed in and constituting part of the Premises. The Tenant's obligations hereunder shall survive the expiration or termination of this Lease with respect to any Tenant's Improvements or other labor, materials or work performed by or on behalf of Tenant prior to such time. Upon completion of such Tenant's Improvements, Tenant shall promptly furnish Landlord with sworn contractor's acknowledgements of payment in full and final waivers of lien in form and substance reasonably satisfactory to Landlord covering all labor and materials included in such Tenant's Improvements. The Tenant's obligations hereunder shall survive the expiration or termination of this Lease with respect to any Tenant's Improvements or other labor, materials or work performed by or on behalf of Tenant prior to such time.

7. Base Rent.

Tenant covenants and agrees to pay the Base Rent as set forth in the Reference Data Section upon the Rent Commencement Date by monthly payments, in advance, on the first day of each month during the Term of this Lease and the Extension Terms, as applicable, without notice, demand or setoff (except as otherwise set forth in this Lease). Payment of Base Rent, together with such additional rent and other charges required to be paid by Tenant as set forth in this Lease ("Additional Rent") shall be made to Landlord, in lawful money of the United States, at Landlord's Mailing Address or at such other location or to such other person that Landlord may designate from time to time in writing. If the Rent Commencement Date shall be on any day other than the first day of a month, the monthly payment of Base Rent and Additional Rent shall be appropriately pro-rated for that month. Base Rent and Additional Rent are collectively referred to as "Rent." All monetary obligations of Tenant to Landlord under the terms of this Lease are deemed to be Rent.

7.1 Late Charge.

Tenant shall pay, as additional rent, a late payment service charge ("Late Charge") equal to five percent (5%) of the amount of any Base Rent, Additional Rent or other charges not paid within three (3) business days following Tenant's receipt of notice of such failure. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Provision herein for payment of the Late Charge shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the times herein stipulated. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

8. Additional Rent Payable to Landlord.

The rent payable hereunder be subject to any reduction or offset whatsoever on account of any such charge or otherwise except as hereinafter provided. Commencing on the Rent Commencement Date and continuing thereafter throughout the Initial Term or any Extension Term of the Lease, Tenant covenants and agrees to pay, as Additional Rent, the costs and expenses with respect to the Premises as provided in this Section 8 as follows:

8.1 Real Estate Taxes.

Commencing on the Rent Commencement Date, Tenant shall pay directly to Landlord, as Additional Rent hereunder, Tenant's Proportionate Share of all real estate taxes ("Taxes") assessed against the Property, or any taxes assessed in lieu thereof for each year of the Term or any Extension Term of this Lease and proportionately for any part of a Tax Year.

Tenant shall pay Landlord $1/12^{th}$ of the estimated amount of Tenant's Proportionate Share of such taxes each month at the time and in the fashion herein provided for the payment of Base Rent. Promptly after receipt by Landlord of the applicable bills for such taxes during the Tax Year, Landlord shall provide Tenant with a written statement ("Tax Statement") of the amount thereof and the computation of Tenant's payment on account thereof. If estimated payments theretofore made by Tenant for the Tax Year covered by such bills exceed the required payments on account thereof for such Tax Year, Landlord shall credit the amount of overpayment against subsequent obligations of Tenant on account of Taxes (or refund such overpayment if the Term of this Lease has ended and Tenant has no further obligation to the Landlord); but if the required payments on account thereof for such Tax Year are greater than estimated payments theretofore made on account thereof for such Tax Year, Tenant shall make payment to Landlord within thirty (30) days of receipt of said Tax Statement. A copy of the applicable real estate tax bills from the appropriate government authority shall be included with the Tax Statement and shall be conclusive evidence of the amount of such taxes assessed or levied with respect to the Premises. Landlord shall have the same rights and remedies for the nonpayment by Tenant of any payments due on account of such taxes as Landlord has hereunder for the failure of Tenant to pay Base Rent. Tenant's obligations with respect to

the payment of taxes pursuant to this Section 8.1 shall survive the expiration of the Term or the termination of the Lease.

"Taxes" shall mean all taxes, betterments and special assessments of every kind and nature assessed, levied or imposed by and governmental authority on the Property which Landlord shall become obligated to pay because of or in connection with the ownership, leasing and operation of the Building, the Property or the Premises. "Taxes" shall not include, however, any income, capital levy, franchise, capital stock, gift, estate or inheritance tax. The term "Tax Year" shall mean the twelve-month (12-month) period commencing on the July 1 immediately preceding the Rent Commencement Date and each twelve-month (12-month) period thereafter during the Initial Term of this Lease or any Extension Term of this Lease. Tenant's obligation with respect to the payment of such taxes as provided hereunder shall commence with the Fiscal Year 2013; provided that Tenant shall not be responsible for any portion of the Taxes accruing prior to the Rent Commencement Date. As of the date of this Lease, the Landlord has no knowledge of any outstanding betterments applicable to the Property and Landlord has not been notified of any planned betterments.

If Landlord shall receive any refund or reimbursement of any such real estate tax with respect to any Tax Year then out of any balance remaining thereof after deducting the reasonable fees and costs incurred in obtaining such refund, Landlord shall pay to Tenant (provided that if there then exists a Default of Tenant, Landlord may retain therefrom any amount due from Tenant) its Proportionate Share thereof.

8.1.1 Alternate Taxes.

(a) If some method or type of taxation shall replace the current method of assessment of real estate taxes in whole or in part, or the type thereof, or if additional types of taxes are imposed upon the Property or Landlord relating to the Property, Tenant agrees that Tenant shall pay a proportionate share of the same as an additional charge computed in a fashion consistent with the method of computation herein provided, to the end that Tenant's share thereof shall be, to the maximum extent practicable, comparable to that which Tenant would bear under the foregoing provisions.

(b) If a tax (other than federal or state net income tax) is assessed on account of the rents or other charges payable by Tenant to Landlord under this Lease, Tenant agrees to pay the same as an additional charge within ten (10) days after billing therefor, unless applicable law prohibits the payments of such tax by Tenant.

8.1.2 Personal Property Taxes.

Tenant shall pay directly all taxes charged against trade fixtures, furnishings, equipment, inventory, or any other personal property belonging to Tenant. Tenant shall use its best efforts to have personal property taxed separately from the Property. If any of Tenant's personal property shall be taxed with the Property, Tenant shall pay Landlord the taxes for such personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

8.2 Common Area Maintenance Costs ("CAM Charges").

Commencing on the Rent Commencement Date, Tenant shall pay directly to Landlord, as Additional Rent hereunder, Tenant's Proportionate Share of the Common Area Maintenance expenses ("CAM Charges") incurred by Landlord with respect to the operation of the Property for each Operating Year (as hereinafter defined) of the Term or any Extension Term of this Lease and proportionately for any part of an Operating Year in accordance with the following provisions:

(a) "CAM Charges" are all commercially reasonable costs and expenses incurred by Landlord relating to the ownership and operation of the Property, Building and Premises including, but not limited to, the following:

(i) all reasonable costs and expenses associated with the operation, repair, maintenance of the Building, including without limitation the roof, and the repair and maintenance of the heating, ventilation, air conditioning, plumbing, electrical, utility, and safety systems (to the extent not performed by Tenant), and all other portions of the Property to be maintained and repaired by Landlord pursuant to the terms of this Lease, including, but not limited to, the following: gardening and landscaping; snow removal; maintenance of signs (other than tenants' signs); rentals or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Property; routine maintenance and repair of roof membrane, flashings, gutters, downspouts, roof drains, skylights and waterproofing; maintenance of paving (including sweeping, striping, repairing, resurfacing, and repaving); general maintenance; painting; lighting; cleaning; refuse removal; exterior painting, maintenance and repair. Notwithstanding the foregoing, CAM Charges shall not include the cost of capital improvements, repairs and replacements;

(ii) costs in the nature of common area and facilities costs of the Property including, without limitation utilities consumed and expenses incurred in the operation of the Building and/or the Property including, without limitation, oil, gas, electricity, water, and sewer, and dumpster and rubbish removal;

(iii) the cost of all insurance covering or relating to the Building, the Premises or the Property that Landlord is required to maintain pursuant to Section 12.5 of this Lease and unreimbursed costs incurred by Landlord that are subject to an insurance deductible not to exceed $25,000.00; and

(iv) reasonable management (not to exceed three percent of gross revenues), legal, accounting, inspection, and consulting costs associated with the operation of the Property.

As used herein, the term "Operating Year" shall mean each calendar year in which any part of the Term of this Lease shall fall but in no event shall Tenant be charged for any potion of CAM Charges incurred by Landlord prior to the Rent Commencement Date. CAM Charges shall not include any costs or expenses incurred by Landlord in the construction or development of other buildings on the Property; payments of principal, interest, or other charges on mortgages; or salaries of executives or principals of Landlord; wages, salaries or fringe benefits paid to any employees above the grade of building manager, or where employees devote time to properties other than the Property, the

portion properly allocated to such other properties; leasehold improvements, alterations and decorations which are made in connection with the preparation of any portion of the Property for occupancy by a new tenant, or which improvements, alterations and decorations are not generally beneficial to all tenants of the Property; costs incurred in connection with the making of repairs or replacements which are the obligation of another tenant or occupant of the Property; advertising, marketing, promotional, public relations or brokerage fees, commissions or expenditures; financing and refinancing costs in respect of any mortgage or security interest placed upon the Property or any portion thereof; costs (including, without limitation, attorneys' fees and disbursements) incurred in connection with any judgment, settlement or arbitration award resulting from any tort liability; rent or other charges payable under any ground or underlying lease; costs of any item which are reimbursed to Landlord by other tenants or third parties or which are properly chargeable or attributable to a particular tenant or particular tenants; any utility or other service used or consumed in the premises leased or leasable to any tenant or occupant, including, without limitation, gas, electricity, water, and sewer, if Tenant's use or consumption of such utility or other services is separately metered or sub-metered at the Premises or Tenant is charged a separate amount therefore; costs incurred in connection with Landlord's preparation, negotiation, dispute resolution and/or enforcement of leases; costs of any additions to or expansions of the Building;; expenditures for capital improvements or replacements; the cost of performing or correcting defects in, or inadequacies of, the Landlord's Work, or of otherwise correcting defects (including latent defects) in the Property; the cost to make improvements, alterations and additions to the Property which are required in order to render the same in compliance with laws, rules, orders regulations and/or directives existing as of the Commencement Date of this Lease; the cost of environmental monitoring, compliance, testing and remediation performed in, on, about and around the Property; any costs in the nature of fees, fines or penalties arising out of Landlord's breach of any obligation (contractual or at law, and including, without limitation, costs, fines, interest, penalties and costs of litigation incurred as a result of late payment of taxes and/or utility bills), including attorneys' fees related thereto; reserves; depreciation; amounts paid to subsidiaries or affiliates of Landlord for services rendered to the Property to the extent such amounts exceed the competitive costs for delivery of such services were they not provided by such related parties; any rental of equipment which, if purchased, would not be includable in Operating Expenses, other than items such as scaffolding which are used on an occasional or sporadic basis in performing maintenance and repairs; any cost resulting from the negligence of Landlord, its agents or employees; and any other cost or expenses which, in accordance with generally accepted accounting principles, consistently applied, would not customarily be treated as CAM Charges by lessors of comparable buildings.

8.2.1 Tenant's Payments of CAM Charges.

Tenant shall pay Landlord $1/12^{th}$ of the estimated amount of Tenant's Proportionate Share of such CAM Charges each month at the time and in the fashion herein provided for the payment of Base Rent. Tenant's obligations with respect to the payment of CAM Charges shall commence on the Rent Commencement Date and shall be applied to the CAM Charges incurred through the end of the Operating Year following the Rent Commencement Date.

Within one hundred eighty (180) days after the end of each Operating Year during the term hereof following the Rent Commencement Date, Landlord shall submit to Tenant a reasonably detailed statement of the CAM Charges for such Operating Year ("CAM Charge Statement") and Tenant's Proportionate Share thereof. The CAM Charge Statement shall also show the amounts of estimated payments on account of CAM Charges already paid by Tenant and the amount of CAM Charges remaining due from, or overpaid by, Tenant for the Operating Year covered by the CAM Charge Statement. If estimated payments theretofore made by Tenant for such Operating Year exceed Tenant's required payments on account thereof for such Operating Year according to the CAM Charge Statement, Landlord shall credit the amount of overpayment against subsequent obligations of Tenant with respect to CAM Charges or refund such overpayment if the Term of this Lease has ended and Tenant has no further obligation to Landlord; but if the required payments on account thereof for such Operating Year are greater than the estimated payments theretofore made on account thereof for such Operating Year, Tenant shall make payment to Landlord within thirty (30) days of receipt of said CAM Charge Statement. Landlord shall have the same rights and remedies for the nonpayment by Tenant of any payments due on account of CAM Charges as Landlord has hereunder for the failure of Tenant to pay Base Rent. Tenant's obligations with respect to the payment of Tenant's Proportionate Share of the CAM Charges pursuant to this Section 8.2 shall survive the expiration of the Term or the termination of the Lease.

Within one hundred eighty (180) days after receipt of each CAM Charge Statement delivered above, Tenant or its agent shall have the right to examine and copy Landlord's records relating to CAM Charges. Such audit shall be at Tenant's sole cost and expense and any financial or other information provided by Landlord or obtained by Tenant shall be pursuant to a duly executed commercially reasonable confidentiality agreement between Landlord, Tenant and Tenant's agents and employees to whom disclosure is made. Within thirty (30) days following Tenant's written request to examine Landlord's said records, Landlord shall make all its records relating to the calculation of Operating Expenses available to Tenant or its agent at reasonable times at Landlord's Address. If Tenant's audit establishes pursuant to generally accepted accounting principles such matters included in CAM Charges as are not properly included therein pursuant to the terms of this Lease, Landlord shall promptly refund Tenant the amounts for which Tenant has been improperly charged. In the event Tenant has been overcharged for CAM Charges and such overcharge is seven percent (7%) or more of the amount actually due from Tenant with respect to such item, Landlord shall also pay all expenses incurred by Tenant in conducting such audit. This provision shall survive the expiration or early termination of the Lease.

9. Security Deposit.

Concurrent with the delivery of the Tenant's Approval Notice, Tenant shall deposit with Landlord the Security Deposit set forth in the Reference Data Section. Landlord may, at its option, apply all or part of the Security Deposit to any Rent not paid after expiration of notice and cure periods or other charges due from Tenant and not paid after expiration of notice and cure periods, cure any other defaults of Tenant beyond notice and cure periods, or compensate Landlord for any loss or damage which Landlord may suffer due to Tenant's default beyond notice and cure periods. If Landlord shall so use any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within

ten (10) days after Landlord's written request. No interest shall be paid on the Security Deposit and the Security Deposit may be commingled with other funds of Landlord. Upon expiration or termination of this Lease and after Tenant shall have vacated the Premises in the manner required by this Lease, Landlord shall pay to Tenant within thirty (30) days thereafter any balance of the Security Deposit not applied pursuant to this Section 9.

10. Utilities/Trash Removal.

Landlord has equipped the Premises with separately metered facilities for electric, gas and telephone and Tenant shall pay directly to the proper authorities charged with the collection thereof all charges for said utility services and any other utilities or services used or consumed on the Premises, whether called a charge, tax, assessment, fee or otherwise, all such charges to be paid as the same become due. Tenant's obligation to pay for such charges shall commence on the Term Commencement Date and shall continue throughout the Term and thereafter for as long as Tenant shall remain in occupancy of any portion of the Premises. Tenant shall make its own arrangements for such utilities and Landlord shall have no obligation to provide utilities or equipment to the Premises other than those already serving the Premises as of the execution of this Lease. In the event Tenant requires additional utilities or equipment to supply utilities, the installation and maintenance thereof shall be Tenant's sole obligation, which installation shall be subject to the written consent of Landlord, which consent shall not be unreasonably withheld.

Landlord has equipped the Premises with service for water and sewer and unless Landlord is able to install a separate meter regarding Tenant's use, Landlord shall install a sub-meter to record the water and sewer service used by the Tenant and Tenant shall be responsible to pay for all charges applicable to Tenant's share of the consumption of said water and sewer service. Landlord shall submit to Tenant a reasonably detailed statement of the Tenant's share of the charges for such water and sewer use derived from the said sub-meter (the "Water/Sewer Use Statement") and Tenant shall pay such charges to Landlord within thirty (30) days of receipt of said Water/Sewer Use Statement.

Except as provided below, Landlord shall in no event be liable for failure to furnish any utilities when prevented from doing so by strike, lockout, breakdown, accident, order, or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or Tenant's servants, agents, employees, licensees, or any person claiming by, through, or under Tenant. Notwithstanding anything in this Lease to the contrary, if any utilities are interrupted by the gross negligence or willful misconduct of Landlord, its agents, employees or contractors, and as a result, Tenant is unable to use all or a portion of the Premises for its business purposes for a period of five (5) consecutive days, the Rent due hereunder shall abate until Tenant is again able to use such portion of the Premises for its business purposes.

Tenant shall be required to dispose of all trash from the Premises in a designated dumpster to be provided by Landlord on the Property for use in common with other

tenants at the Property. To the extent any trash removal includes hazardous materials (as said terms are defined in Section 28 hereof), the Tenant shall properly dispose of all such trash and waste in accordance with reasonable rules and regulations established by Landlord from time to time and in compliance with all applicable Federal, State and local laws or ordinances pertaining to the transportation, storage, use or disposal of such materials. The Tenant's obligations with respect to such trash removal shall be subject to the provisions of said Section 28.

11. Compliance with Laws.

Tenant shall comply with the requirements of all applicable governmental laws, rules, and regulations having jurisdiction over Tenant's particular use of the Premises. Without limiting the generality of the foregoing, Tenant shall be responsible, in connection with Tenant's particular use of the Premises, for compliance with all applicable safety and environmental laws and regulations required by the Environmental Protection Agency, the Massachusetts Department of Environmental Protection and related state and federal government agencies (but in no event shall Tenant be responsible for correcting any violation of the same to the extent such exists as of the Commencement Date or is caused by Landlord. In addition, the Tenant shall be responsible for compliance of the Premises with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto (collectively, the "ADA Requirements"). Tenant's compliance obligation shall include all alterations and improvements required, from time to time, to the Premises in order to comply with said safety and environmental laws and regulations and ADA Requirements related to Tenant's particular use of the Premises. Notwithstanding the foregoing, Tenant shall not be required to make structural alterations pursuant to this Section unless said alterations are due to the Tenant's particular use of the Premises or due to alterations or improvements made by Tenant. Landlord shall be responsible for maintaining the Building, and the common areas of the Property in compliance with all applicable governmental laws, rules and regulations which are generally applicable to the same. Further, Landlord shall be responsible for maintaining all areas of the Property outside the Premises in compliance with the ADA Requirements.

12. Indemnity and Insurance Requirements.

12.1 Tenant's Indemnity.

To the maximum extent this agreement may be made effective according to law, Tenant agrees to indemnify and save harmless Landlord from and against all claims of whatever nature arising (i) from any failure of Tenant to comply with any laws, rules, regulations, codes or ordinances to the extent Tenant's responsibility hereunder; (ii) from any accident, injury, or damage whatsoever to any person, or to the property of any person, occurring in the Premises; (iii) from any accident, injury, or damage occurring outside of the Premises where such accident, damage, or injury results from the negligence or willful misconduct on the part of Tenant or Tenant's agents, employees, invitees, or independent contractors. This indemnity and hold-harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in, or in connection with, any such claim or proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorney fees and costs at both the trial and appellate

levels. Notwithstanding the foregoing, Tenant shall have no obligation to indemnify Landlord from or against any matter arising from the willful misconduct or negligence of Landlord.

12.2 Tenant's Insurance Requirements.

Tenant agrees to maintain, at Tenant's sole cost and expense, the following insurance ("Tenant's Insurance") in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Term of this Lease, and thereafter so long as Tenant is in occupancy of any part of the Premises: (a) a comprehensive policy of commercial general liability insurance applicable to the Premises and its appurtenances, providing, on an occurrence basis, a minimum combined single limit of Two Million dollars ($2,000,000.00); (b) property damage/business interruption insurance on an "All Risk" or special perils form, at replacement cost value and with a replacement cost endorsement covering all of Tenant's Removable Property, furniture, inventory, merchandise and other personal property in the Premises as well as any Tenant's Improvements; (c) worker's compensation insurance to the extent required by law and in amounts as may be required by applicable statute and employers liability coverage of at least One Million dollars ($1,000,000.00); and Liquor Liability insurance with minimum limits of coverage of at least One Million dollars ($1,000,000.00). The Tenant's worker's compensation insurance shall contain a waiver of subrogation in favor of the Landlord with respect to any claims for alleged or actual injury. The Tenant shall provide Landlord with evidence of said waiver of subrogation at or prior to the Term Commencement Date and continuing throughout the Term of the Lease.

The liability insurance obtained by Tenant under this Section 12.2 shall be primary. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Landlord may also obtain commercial general liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability with respect to the Premises and the Property. The policy obtained by Landlord shall not provide primary insurance, shall not be contributory and shall be excess over any insurance maintained by Tenant.

All policies of Tenant's Insurance shall be obtained from responsible companies qualified to do business in Massachusetts and in good standing therein. Each commercial general liability insurance policy shall name Landlord (or its successors and assigns) and their respective officers, trustees, employees and agents and other designees of Landlord and its successors as the interest of such designee shall appear, as additional named insureds. Tenant shall use reasonable efforts to obtain an endorsement from its insurers that Landlord will be provided at least thirty (30) days advance notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a Certificate of Insurance evidencing Tenant's Insurance at or prior to the Term Commencement Date. During the Term, the Tenant shall provide Landlord with evidence of renewal or existence of such insurance and notice of any notices of cancellation or termination of the insurance. All of Tenant's Insurance shall be at Tenant's sole cost and expense. If Tenant fails to deliver evidence of the required insurance coverages continuing during the term of this Lease and such failure continues for more than five (5) days after notice, Landlord may at its election, upon notice to Tenant, obtain coverage on behalf of Tenant and Tenant shall promptly reimburse Landlord therefor.

12.3 Tenant's Risk.

Tenant agrees to use and occupy the Premises at Tenant's own risk. To the maximum extent this agreement may be made effective according to law, Landlord shall have no responsibility or liability for any loss of, or damage to any alterations or Tenant's Removable Property, which shall be at the sole risk and hazard of Tenant, unless caused by or due to the negligence of Landlord, its agents, contractors or employees. The provisions of this Section 12.3 shall be applicable from and after the execution of this Lease, until the end of the Term of this Lease, and during such further period as Tenant may use or be in occupancy of any part of the Premises or of the Building.

12.4 Injury Caused By Third Parties.

To the maximum extent this agreement may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to, or connecting with the Premises.

12.5 Landlord's Insurance Requirements.

During the Term, Landlord shall maintain property insurance on the Building against loss or damage risks included under the insurance industry classification "Special Form Insurance" providing protection to the extent of no less than the full replacement value of the insurable value of the Building, and with such endorsements and deductibles (not to exceed $25,000) as the Landlord shall deem advisable in the Landlord's reasonable discretion. All such insurance shall be for the sole benefit of the Landlord and may be included in a "blanket" limit of insurance. Landlord shall have the right to obtain flood, earthquake, and such other insurance as Landlord shall determine from time to time or shall be required by any lender holding a security interest in the Property. The cost of such insurance shall be included in the Insurance Charges described in Section 8.2. Landlord shall not obtain insurance for Tenant's Improvements, Tenant's Removable Property, personal property or merchandise.

12.6 Waiver of Subrogation.

Landlord and Tenant mutually agree that any property damage insurance carried by either party with respect to the Premises or property therein shall, if it can be so written without additional premium or with an additional premium which the other party agrees to pay, include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by such insurance to the extent of the indemnification received under such insurance policy (or which would have been covered had such party maintained the insurance required hereunder).

13. Maintenance and Repairs.

13.1 Tenant's Obligations.

(a) Tenant will keep neat and clean and maintain in good order, condition and repair, at its sole cost and expense, all portions of the Premises, including, without limitation, the HVAC, plumbing, electrical and other mechanical systems and their components to the extent exclusively serving the Premises, and all windows, doors, interior walls, floors and all lighting fixtures and other fixtures therein, damage by fire and other casualty and reasonable wear and tear only excepted. Tenant agrees that its obligations under this Section 13.1 shall include the repair of the storefront exclusively serving the Premises and the replacement of said HVAC system if the replacement of said HVAC system becomes necessary during the term of this Lease. In addition, Tenant shall replace, whenever necessary, all glass damaged, including plate glass damaged or destroyed by any cause whatsoever during the Term exclusively serving the Premises. Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste.

(b) Tenant shall procure all necessary permits before making any repairs or removals and Tenant agrees that all repairs and removals done by it or anyone claiming under it shall be performed in a good and workmanlike manner and in conformity with all laws, ordinances and regulations of all public authorities and all insurance inspections or rating bureaus having jurisdiction of the Building and/or the Property. Tenant agrees to pay promptly when due all charges for labor and materials in connection with any said repairs so that the Premises shall at all times be free of liens and shall immediately discharge or bond off any such liens filed by any contractor retained by Tenant. All materials, equipment and other property attached to the Premises by or on behalf of Tenant (other than Tenant's Removable Property) in connection with said repairs shall be and become the property of Landlord without payment immediately upon completion or installation thereof, except items that Tenant may remove in accordance with the terms of this Lease.

13.2. Landlord's Obligations.

(a) Except as otherwise provided in this Lease and subject to Section 17 (Damage-Eminent Domain), Landlord shall keep and maintain the Property in good order, condition and repair and in compliance with all legal requirements, including the structural elements of the Building, including, without limitation, the slab floor, foundations, footings, the roof and roof structure, the exterior Building walls (including the removal of graffiti) and those portions of the Building's plumbing, sewer, life/safety, mechanical and electrical systems which are used in common by more than one tenant of the Building and shall cause the common areas of the Property, including the parking areas and sidewalks and lighting thereof, to be maintained, properly drained and in clean condition. Landlord shall be responsible for the removal of snow, trash and debris from the parking areas, driveways and sidewalks on the Property within a reasonable period of time after accumulation thereof. Landlord shall in no event be responsible to Tenant for the condition of glass in the Premises or for the doors (or related glass and finish work) exclusively serving the Premises, or for any condition in the Premises, the Property or the Building caused by any act or neglect of Tenant, its invitees, or contractors. Landlord shall not be responsible to make any improvements or repairs to the Building other than

as expressly in this Section 13.2 provided, unless expressly provided otherwise in this Lease.

(b) Landlord shall have no liability for damages to Tenant for inconvenience, annoyance, or interruption of business arising from the Landlord's performance of repairs required under Section 13.2, but Landlord shall make reasonable efforts to promptly complete such repairs or restoration without unreasonably interfering with the conduct of Tenant's business.

14. Assignment-Subleasing.

(a) Tenant shall not, whether voluntarily, involuntarily, by operation of law, or otherwise, assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use or occupy any portion of the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, subject to the following provisions. Landlord agrees to respond to a request for such consent within fifteen (15) days of Tenant's request. No assignment or subletting hereunder shall relieve Tenant from its obligations hereunder and Tenant shall remain fully and primarily liable therefor.

(b) In the event Tenant seeks Landlord's consent with respect to a proposed assignment, sublease or occupancy by another, Tenant shall furnish Landlord with sufficient information regarding the proposed assignee, sublessee, or occupant as Landlord may reasonably require, including, without limitation, information regarding the financial condition and business experience of the proposed party. As a condition for Landlord's consent to an assignment of the Lease, the net worth of the proposed assignee, as evidenced by financial information prepared in accordance with generally accepted accounting principles, must be equal to or greater than the net worth of the Tenant; provided, however, Landlord's consent shall not be limited to the proposed assignee's satisfaction of this net worth condition. Landlord agrees to keep such financial information confidential and shall sign any reasonable confidentiality agreement requested by the proposed transferee.

(c) It shall be a condition of the validity of any assignment to which Landlord may consent that such assignee executes and delivers to Landlord an agreement reasonably satisfactory to Landlord by which such assignee shall be bound by and shall assume all the obligations of Tenant thereafter arising under this Lease relating to the portion or all of the Premises acquired by such assignee. It shall be a condition of the validity of any sublease or occupancy by another to which Landlord may consent that such sublessee or occupant executes and delivers to Landlord an agreement reasonably satisfactory to Landlord by which such sublessee or occupant acknowledges that said sublease or occupancy is subject and subordinate to this Lease. Landlord's approval in a particular instance shall not be deemed to be a waiver of the obligation to obtain Landlord's approval in any other case. Any attempted assignment, transfer, or sublease, except as permitted by this Section 14, shall be void.

(d) If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by anyone other than Tenant, Landlord may, at any time after an event of default by Tenant, collect rent and other charges from the assignee, subtenant, or occupant and apply the net amount collected to the rent and other charges herein

reserved, but no such assignment, subletting, occupancy, collection, or modification of any provisions of this Lease shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant, or occupant as a tenant or a release of the original named Tenant from the further performance by the original named Tenant hereunder. No assignment or subletting hereunder shall relieve Tenant from its obligations hereunder and Tenant shall remain fully and primarily liable therefor.

(e) If, for any assignment or sublease or occupancy by another, Tenant receives rent or other consideration, either initially or over the term of the assignment, sublease or occupancy, in excess of the rent called for hereunder, or in case of subleases of part of the Premises, in excess of such rent fairly allocable to the part so subleased, after appropriate adjustments to assure that all other payments called for hereunder are appropriately taken into account, Tenant shall pay to Landlord, as Additional Rent, 50% of the excess of each such payment of rent or other consideration received by Tenant promptly after its receipt. Nothing contained in this Lease shall, however, require Tenant to pay to the Landlord any part of the consideration resulting from the sale of its business, or any franchise fees, royalty fees or any monies received by the Tenant from an assignee, sublessee, or occupant other than for occupancy of the Premises.

15. Subordination.

(a) Provided Landlord obtains a Non-Disturbance and Attornment Agreement for the benefit of Landlord and Tenant as provided in subsection (b) below, this Lease is subject and subordinate in all respect to the lien of all existing mortgages and ground leases and to mortgages which may now or hereafter be placed on, the Premises, the Property or Landlord's interest or estate therein, and to the lien of each advance made or hereafter to be made under any such mortgages, and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions therefore; provided, however, that with respect to any future liens, the holders thereof shall not disturb Tenant's possession if Tenant is not in default under this Lease beyond applicable notice and cure periods. Tenant shall execute and deliver, within twenty (20) days of receipt, any subordination agreement reasonably requested by Landlord or any mortgagee or their respective successors in interest upon written request provided the same also provides non-disturbance protections reasonably acceptable to Tenant. Should Tenant fail to execute, acknowledge and deliver such instruments within twenty (20) days after such written request, Tenant hereby appoints Landlord and its successors and assigns, as Tenant's irrevocable attorney-in-fact, to execute, acknowledge and deliver any such instrument for and on behalf of Tenant. Landlord represents and warrants that Citigroup Global Markets Realty Corp. holds the only mortgage encumbering the Property as of the date of this lease (the "Mortgagee"), that such mortgage expires on August 11, 2015 and that there is presently no default or claim of default by the mortgagee thereunder. If Landlord is unable to provide a Non-Disturbance and Attornment Agreement for the benefit of Tenant from the Mortgagee within ninety (90) days from the date of execution of this Lease (the "Non-Disturbance Agreement Date"), Tenant shall have the right to terminate this Lease by written notice to Landlord within thirty (30) days of the Non-Disturbance Agreement Date and this Lease shall then terminate at the expiration of such thirty (30) day period unless Landlord is able to provide said Non-Disturbance and Attornment Agreement prior to the expiration of said thirty (30) day period. If Tenant

does not exercise said right of termination within said thirty (30) day period, the said right of termination shall expire.

(b) Landlord agrees to obtain from all future mortgage holders a Non-Disturbance and Attornment Agreement for the benefit of the Landlord and Tenant which provides that in the event of foreclosure or other action taken under the mortgage, this Lease and the rights of Tenant hereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the provisions of this Lease and that Tenant shall attorn to any person, succeeding to the interest of Landlord with respect to the Premises upon any foreclosure of any mortgage or deed of trust upon the Premises or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage or deed of trust and Tenant shall thereafter recognize such person as the Landlord under this Lease.

16. Landlord's Access.

Landlord shall have the right to enter the Premises, including the basement area, at all reasonable hours and on reasonable prior notice (which may be oral, provided that no notice shall be required in the event of an emergency) for the purpose of inspecting or making repairs to the Premises or the building systems located in the basement, and Landlord shall also have the right to make access available at all reasonable hours to prospective or existing mortgagees or purchasers of the Property. In exercising its rights under this section, Landlord shall make reasonable efforts not to unreasonably interfere with the conduct of Tenant's business. Tenant shall have the right to have a representative present during any exercise of Landlord's rights hereunder.

17. Damage-Eminent Domain.

17.1 Damage to Premises.

(a) If the Premises shall be damaged or destroyed or rendered untenantable for their permitted use, either wholly or in part, by fire or other casualty ("Casualty"), then subject to the provisions of this Section 17, Landlord shall, after the determination of the net amount of insurance proceeds available to the Landlord, promptly repair the same to substantially the condition which they were in immediately prior to the happening of such Casualty (excluding any alterations, additions, or improvements made by Tenant pursuant to Section 5(c) and Section 6 which shall be insured and repaired/restored by Tenant) and from the date of such Casualty until the earlier of (a) the date that is thirty (30) days after the date that the Premises are substantially repaired and restored by Landlord, or (b) the date that Tenant reopens for business, the Base Rent payable by Tenant shall abate proportionately for the period in which, by reason of such Casualty, there is substantial interference with Tenant's use of the Premises, having regard to the extent to which Tenant may be required to discontinue Tenant's use of all or a portion of the Premises; PROVIDED, HOWEVER Landlord shall not be required to repair or restore the Premises if such casualty is not covered by the insurance which Landlord is obligated to carry pursuant to Section 12.5 and Landlord is not obligated to spend amounts in excess of the net insurance proceeds Landlord actually receives on account of such Casualty provided Landlord maintained all insurance required hereunder. In the event of a casualty which is uninsured or the cost to repair said casualty is in excess of the net insurance proceeds

available to Landlord therefor, Landlord shall notify Tenant within sixty (60) days after the occurrence whether or not Landlord elects to repair and restore the Premises. If Landlord does not elect to repair, Tenant shall have the right to terminate this Lease effective on the date of the casualty upon written notice to Landlord. If Landlord elects to repair, this Lease shall not terminate and the casualty shall be treated as an insured casualty for purposes of this Section 17.1. In no event shall Landlord have any liability for damages to Tenant for inconvenience, annoyance, or interruption of business arising from such Casualty or for delays in making repairs which are due to shortage of labor, materials or equipment, labor difficulties, government restrictions, fires, other casualties or other causes beyond the reasonable control of Landlord.

(b) In the event of a Casualty which results in "substantial damage" (as hereinafter defined) to the Premises or the Building then both the Landlord and the Tenant shall have the right to terminate this Lease by giving notice thereof to the other within sixty (60) days after the occurrence of such Casualty, whereupon this Lease shall terminate as of the date of such Casualty with the same force and effect as if such date were the date originally established as the expiration date hereof. "Substantial damage" shall mean damage of such a character that the same cannot, in the ordinary course, reasonably be expected to be repaired within one-hundred eighty (180) days from the date of the Casualty. In the event the Lease is not terminated as herein provided, then Landlord shall complete said repairs within said six (6) month period. If Landlord does not complete the repair and restoration within such period, Tenant shall have the right to terminate this Lease by written notice to Landlord within thirty (30) days from the end of said six (6) month period and this Lease shall then terminate at the expiration of such thirty (30) day period unless Landlord is able to complete the repair and restoration within said thirty (30) day period.

(c) If such Casualty shall occur during the last year of the Lease Term or the applicable Extension Term and the restoration will require more than one hundred twenty (120) days to repair, either Landlord or Tenant may elect to terminate this Lease by notice thereof to the other party given within thirty (30) days of such Casualty. If said right of termination is exercised, this Lease and the term hereof shall cease and come to an end as of the date of said Casualty.

(d) If notice of termination is not given and Landlord is required or elects to repair or restore the Premises, then once Landlord completes its restoration obligations, Tenant shall (i) repair and restore all portions of the Premises not required to be restored by the Landlord pursuant to this Section 17, including without limitation the Tenant's Improvements, to substantially the condition which such portions of the Premises were in prior to such damage or destruction; (ii) equip the Premises with trade fixtures, merchandise and all personal property necessary or proper for the operation of the Tenant's business; and (iii) open for business in the Premises as soon thereafter as possible.

17.2 Eminent Domain

(a) If the entire Property shall be taken or appropriated by eminent domain or shall be condemned for any public or quasi-public use, this Lease shall terminate as of the date Tenant is require to vacate and Landlord and Tenant shall be released from all obligations

and liabilities to each other accruing after that date. If a portion of the Property, the Building or the Premises is so taken and the remainder of the Property, the Building or the Premises is not reasonably adequate for the operation of Tenant's business in substantially the same manner as theretofore conducted, then either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the Premises by giving a written notice of termination to the other within sixty (60) days following the date of the taking. Landlord and Tenant shall be released from all obligations and liabilities to each other accruing after that date. Landlord and Tenant agree that if a taking or condemnation of the Premises occurs during the last twelve (12) months of the Term or the Extension Term, either Landlord or Tenant may terminate this Lease by thirty (30) days written notice to the other of its election to do so.

(b) If this Lease is not so terminated, Tenant shall remain in the portion of the Premises which has not been appropriated or taken and Landlord agrees, promptly after such taking or condemnation, and the determination of Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation, to restore the remaining portion of the Premises (excluding stock in trade, furniture, equipment, furnishings, wall and floor coverings, draperies and the Tenant's Removable Property) to a complete architectural unit of like quality, and character that existed prior to the appropriation or taking as soon as reasonably possible. Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the Premises, as estimated by Landlord, Landlord may, but shall not be obligated to supply the amount of such insufficiency and restore the Leased Premises as above provided, with all reasonable diligence, or terminate this Lease. In the event of any such taking of the Premises and this Lease is not so terminated, the Base Rent and Additional Rent shall be adjusted, on an equitable basis, taking into account the fair rental value of the portion taken and its effect on the ability of the Tenant to conduct its business in the Premises as compared to the rental value for the entire Premises. Landlord shall not be liable for any delays in such restoration which are due to governmental regulations, casualties, strikes, unavailability or labor or materials, or other causes beyond Landlord's control nor shall Landlord be liable for any inconvenience or annoyance to tenant or injury to the business of Tenant resulting from reasonable delays in such restoration.

(c) Whether or not this Lease is terminated, Landlord shall be entitled to the entire amount of said award or compensation and Tenant hereby disclaims all right, title and interest therein, and agrees that it shall have no claim for any damages or loss against Landlord by reason of such condemnation or taking. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's Removable Property or Tenant's Improvements installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable by Landlord from the taking authority. If this Lease is terminated, the Base Rent and Additional Rent and other charges for the last month of Tenant's occupancy shall be prorated, and Landlord shall refund to Tenant any Base Rent, Additional Rent or other charges paid in advance.

(d) Tenant agrees to execute and deliver any instruments as may be deemed necessary by Landlord to expedite any condemnation proceeding or to effectuate a property transfer

of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof.

18. Default.

18.1 Tenant's Default.

A. The following shall be deemed to be a "Tenant's Default":

(i) Failure of Tenant to make any payment of Base Rent, Additional Rent or other required payment when due (each are referred to as a "Payment Default"), and such failure continues for a period of ten (10) days after written notice by Landlord to Tenant provided, however, that Landlord shall not be required to provide written notice of non-payment more than two (2) times in any twelve (12) month period and shall be entitled to terminate this Lease and pursue its remedies below without the requirement for any written notice of nonpayment to Tenant on the third event of non-payment by Tenant in any such twelve (12) month period; or

(ii) Failure of Tenant to perform, discharge or comply with any provision of this Lease, other than payment of rent, and such failure shall continue for thirty (30) days after written notice by Landlord to Tenant; provided, however, that if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such thirty (30) day period despite reasonable diligence, Tenant shall not be in default under this clause unless Tenant fails thereafter to diligently and continuously prosecute the cure to completion; provided, however, Landlord shall not be required to provide written notice for the same default which occurs more than two (2) times in any twelve (12) month period and shall be entitled to terminate this Lease and pursue its remedies below without the requirement for any written notice of such default to Tenant on the third event of such default by Tenant in any such twelve (12) month period; or

(iii) Tenant shall file a petition under any Bankruptcy, Insolvency law or code, or if such a petition filed against Tenant is not dismissed within sixty (60) days, or if Tenant shall be adjudicated bankrupt or insolvent according to law, or if Tenant shall make any assignment for the benefit of creditors, or if Tenant shall file any petition seeking a reorganization, arrangement or similar relief, or if a receiver or trustee is appointed to take possession of the Premises, or the attachment, execution or other judicial seizure of substantially all of Tenant's assets or Tenant's interest in this lease where such seizure is not discharged within thirty (30) days; or

(iv) If Tenant abandons or vacates the Premises or any part thereof or ceases to conduct its business in the Premises, for a period which exceeds sixty (60) days unless due to fire or other casualty or force majeure event.

B. In the event of a Tenant's Default, Landlord may exercise all rights and remedies at law or in equity or pursuant to any other agreement between the parties, including, without limitation, the right to terminate this Lease and/or proceed to terminate Tenant's right to possession and repossess the same as of the landlord's former estate. Upon receipt of a notice of termination and/or a notice to vacate, Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord

may enter upon and take possession of the Premises, in compliance with applicable law. Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant, at the expense and risk of Tenant, and, if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant. Notwithstanding the foregoing, the Tenant shall pay Landlord all past due Base Rent, Additional Rent and other damages, losses and expenses suffered by Landlord as a result of Tenant's Default. Those costs and expenses shall include the commercially reasonable costs and expenses incurred in re-letting or attempting to re-let the Premises, including reasonable attorney's fees, brokerage fees, the cost of physical alterations to the Premises and the reasonable value of other market-based allowances or concessions granted to a new tenant. The Landlord has the right to collect all rents and other payments from any re-letting. The Landlord shall not be responsible or liable for any delay or inability to re-let all or part of the Premises or for the failure to collect any rent. In lieu of determining damages as described above, Landlord may elect to receive as damages the sum of (a) all Base Rent and Additional Rent accrued through the date of termination of this Lease or of Tenant's right to possession, and (b) an amount equal to the total Base Rent and Additional Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value, minus the then present fair rental value of the Premises for the remainder of the Term, comparably discounted, after deducting all anticipated commercially reasonable costs of re-letting. Termination of Tenant's Lease or right to possession or Landlord's entry on all or part of the Premises shall not relieve Tenant of its duties and liabilities under the Lease.

C. Any and all rights and remedies which Landlord may have under this Lease and at law and equity shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time to the greatest extent permitted by law.

D. All reasonable costs and expenses incurred by or on behalf of Landlord (including, without limitation, attorney fees and expenses) in enforcing its rights hereunder or occasioned by a Tenant's Default shall be paid by Tenant.

18.2 Landlord's Default.

Landlord shall in no event be in default of the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord specifying wherein Landlord has failed to perform any such obligations. No act or failure to act on the part of the Landlord that would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's first mortgagee and ground lessor of which Tenant has been notified in writing, if any, specifying the act or failure to act on the part of the Landlord that could or would give basis to Tenant's rights and (ii) such mortgagee and ground lessor, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter; but nothing contained in this Section 18.2 shall be deemed to impose any

obligation on any such mortgagee or ground lessor to correct or cure any condition. "Reasonable Time" as used above with respect to Landlord's mortgagee shall be for a period of at least thirty (30) days and such additional time as is reasonably required for such mortgagee to correct or cure the condition.

18.3. Landlord's Right to Cure Tenant Defaults.

If Tenant shall default in the observance or performance of any term, covenant or condition on its part to be observed or performed under this Lease beyond applicable notice and cure periods, Landlord, 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 Tenant, immediately and without notice in case of emergency, or in any other case if Tenant shall fail to remedy such default with all reasonable diligence. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including without limitation attorney's fees, such sums paid or obligations incurred shall be paid by Tenant to Landlord as Additional Rent on demand, together with the interest charges thereon as provided in Section 30 within ten (10) days from the date of payment by Landlord.

19. Notices.

All notices required to be made hereunder shall be in writing and sent by registered or certified mail, return receipt requested, postage prepaid, or by an express mail delivery service or other overnight delivery service addressed to the party intended to be notified at the address set forth on the Reference Data Pages hereof. Either party may at any time, notify the other in writing of a substitute address, and thereafter notices shall be directed to such substitute address. Notice given as aforesaid shall be sufficient service thereof and shall be deemed to have been given as of the date received or the date on which delivery is first refused, as evidenced by the return receipt of the registered or certified mail or the express mail delivery receipt, as the case may be.

20. Surrender.

Tenant shall, upon the expiration of the Term or earlier termination of this Lease, surrender to Landlord the Premises and remove the Tenant's Removable Property and all furnishings, trade fixtures and other personal property now or hereafter located in the Premises and all signs and lettering affixed or painted by Tenant either inside or outside the Premises. Tenant, at its sole expense shall immediately repair any damage to the Premises, the Property or the Building caused by Tenant's occupancy and by Tenant's removal of the Tenant's Removable Property and its trade fixtures, signs and other personal property, and return the Premises to Landlord broom-clean and in the same good order and repair in which Tenant is obliged to keep and maintain the Premises by the provisions of this Lease, reasonable wear and tear and damage caused by fire or other casualty excepted. To the extent any permits or approvals are required from any governing authorities, Tenant shall comply with all laws and governmental regulations applicable to the removal of the Tenant's Removable Property. Title to the Tenant's Improvements made pursuant to this Lease and all other fixtures and additions required by this Lease to remain at the Premises at the end of the Term shall vest in Landlord. Any property not removed within ten (10) days following the termination of this Lease,

including without limitation, the Tenant's Removable Property, shall be deemed abandoned and may be retained by Landlord or may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense reasonably incurred by Landlord in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises. Tenant's obligation to observe and perform the provisions of this Section 19 shall survive the expiration of the Term or earlier termination of this Lease.

21. Brokerage Commission.

Each party represents and warrants that it has not directly or indirectly dealt, with respect to the leasing of space in the Building or elsewhere on the Property, with any broker or had its attention called to the Premises or other space to let in the Building or elsewhere on the Property, by any broker other than the Broker listed in Section 1 of this Lease whose commission shall be the responsibility of Landlord. Each party agrees to exonerate and save harmless and indemnify the other against any claims for a commission by any other broker, person or firm, with whom such party has dealt in connection with the execution and delivery of this Lease or out of negotiations between Landlord and Tenant with respect to the leasing of other space in the Building or elsewhere on the Property.

22. Tenant's Extension Option.

Provided that the Tenant originally named herein or an approved assignee is occupying the Premises and is not in default under this Lease beyond applicable notice and cure periods at the time the within option may be exercised and/or at the time the Extension Term (as hereafter defined) commences, Landlord grants to Tenant the option (the "Extension Option") to extend the Term of this Lease with respect to all of the Premises for three (3) additional periods of five (5) years each. The said option periods are sometimes herein referred to as the "Extension Term" or "Extension Terms".

The Extension Option for each respective Extension Term shall be exercised by Tenant's sending written notice (the "Extension Notice") to Landlord not less than six (6) months prior to the then scheduled expiration date of the last Lease Year of the then applicable Term. If Landlord does not receive the Extension Notice prior to the expiration of such time period (time being of the essence), then the Extension Option shall be null and void and of no further force or effect. Time is of the essence regarding the Extension Option.

Tenant's leasing of the Premises during each Extension Term shall be upon the same terms and conditions of this Lease, except the Base Rent during each Extension shall be in the amounts set forth in the rent schedule in the Section 1 – Reference Data Section hereof.

23. Landlord's Liability.

No owner of the Property shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of the Property; however such limitation shall not restrict Tenant from pursuing claims against a prior owner to the extent of the proceeds received by it in connection with a transfer of the Property. The obligations of Landlord shall be binding upon the assets of Landlord which comprise and are related to

the Property. No individual partner, trustee, stockholder, officer, manager, member, director, employee, advisor or beneficiary of Landlord or any partner, trustee, stockholder, officer, managers, member, director, employee, advisor or beneficiary of any of the foregoing, shall be personally liable under this Lease and Tenant shall look solely to Landlord's interest in the Property in pursuit of its remedies upon an event of default hereunder, and the general assets of Landlord, its partners, trustees, stockholders, managers, members, officers, employees, advisors or beneficiaries of Landlord, and the partners, trustees, stockholders, managers, members, officers, employees, advisors or beneficiary of any of the foregoing, shall not be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Tenant. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest or to take any action not involving the personal liability of Landlord (original or successor) to respond in monetary damages from Landlord's assets other than Landlord's equity interest in the Property.

24. Sale/Assignment.

Landlord shall have the right to transfer and assign, in whole or in part, all of its ownership interest, rights and obligations in the Lease, including the Security Deposit, and upon transfer, Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations and the return of the Security Deposit (except as provided in Section 23 above).

25. Signage.

Tenant shall not place or affix any signs at or upon the Premises, the Building or the Property unless the location, configuration and design thereof shall be approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed (except Tenant may place professionally prepared signs on the windows inside the Premises without Landlord consent). All signs shall also comply with all applicable codes and ordinances of the Town of Needham and Tenant shall, at its own cost and expense, obtain and maintain all permits necessary to keep its signs on the Property, and shall pay any and all other costs associated in any way with such signage. During the Term of the Lease, Tenant shall, at its own cost and expense, take all steps necessary to keep its signs in good order and repair, including, without limitation, timely payment of all utility bills with respect thereto, if any. If any damage is done to Tenant's signs, Tenant shall commence to repair same within twenty (20) days of such damage. Upon the expiration or prior termination of the Term, Tenant shall remove signs, and repair any damage to the Premises, the Building or Property caused by the installation or removal of said signs.

Subject to the terms hereof, Tenant may seek the maximum allowable signage for the façade of the Building in accordance with applicable codes and ordinances of the Town of Needham, and Landlord consents to, and agrees to cooperate with Tenant respect to, the same. Landlord acknowledges and agrees that such signage includes façade signage on both the Highland Avenue and parking lot sides of the Building.

26. Quiet Enjoyment.

Tenant, subject to the terms and provisions of this Lease, on payment of the Base Rent, Additional Rent and other charges due hereunder and observing, keeping and performing all of the other terms and provisions of this Lease on Tenant's part to be observed, kept and performed, shall lawfully, peaceably, and quietly have, hold, and occupy and enjoy the Premises during the term hereof, without hindrance or ejection by Landlord or any persons lawfully claiming under Landlord to have title to the Premises superior to Tenant; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, expressed or implied.

27. Tenant Holdover.

If the Tenant remains in the Premises beyond the expiration or earlier termination of the Term of this Lease, such occupancy of the Premises after termination shall be that of a tenant-at-sufferance only. Tenant's occupancy shall be subject to all the terms and provisions of this Lease and Tenant shall pay to Landlord an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the Base Rent plus the other charges due under this Lease as of the period immediately preceding the holdover. To the extent such holding over exceeds thirty (30) days, Tenant shall also indemnify, defend and hold harmless Landlord from and against any and all damages, liabilities, claims and losses relating to or arising as a result of such holding over. No holdover by Tenant or acceptance of payment from the Tenant after the termination of this Lease shall extend the term or prevent Landlord from immediate recovery of possession of the Premises.

28. Environmental Hazards.

Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises, the Building or the Property by Tenant, its agents, employees, contractors, sublessees or invitees without (a) the prior written consent of Landlord (which may be withheld in Landlord's sole and absolute discretion), and (b) complying with all applicable Federal, State and Local laws or ordinances pertaining to the transportation, storage, use or disposal of such Hazardous Materials, including but not limited to obtaining proper permits. As used in this Lease, the term "Hazardous Material" shall mean any flammable items, explosives, radioactive materials, oil, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances" or "medical waste" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products. Tenant shall have the right to install radiology equipment in conformance with all local, state and federal regulations. "Hazardous Materials", as used in this paragraph, shall also have the same meanings as defined and used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601; in Massachusetts General Laws Chapters 21C and 21E as amended; in the Toxic Substances Act, 15 U.S.C. Section 2601 et seq.; and in the regulations adopted and publications promulgated pursuant to said Acts. Landlord represents that it is not aware of any Hazardous Materials in the Premises as of the date of this Lease. Further, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any claims, suits,

causes of action, costs and fees, including attorney's fees and costs, arising from or connected with any the existence of Hazardous Materials in the Premises on or prior to the Commencement Date or introduced into the Premises by Landlord at any time.

If Tenant's transportation, storage, use or disposal of Hazardous Materials on the Premises results in the contamination of the Property or any land other than the Property, the atmosphere, or any water or waterway, then Tenant agrees to: (a) notify Landlord immediately of any contamination, claim of contamination, loss or damage, (b) after consultation with the Landlord, clean up the contamination in full compliance with all applicable statutes, regulations and standards and (c) indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorney's fees and costs, arising from or connected with any such contamination, claim of contamination, loss or damage. Tenant agrees to fully cooperate with Landlord and provide such documents, affidavits and information as may be requested by Landlord (i) to comply with any environmental law, (ii) to comply with the request of any lender, purchaser or tenant, and/or (iii) for any other reason deemed necessary by Landlord in its sole discretion. Landlord shall have the right, but not the obligation, without in any way limiting Landlord's other rights and remedies under this Lease, to enter upon the Premises, or to take such other actions as it deems necessary or advisable, to investigate, clean up, remove or remediate any Hazardous Materials or contamination by Hazardous Materials present on, in, at, under or emanating from the Premises or the Property in violation of Tenant's obligations under this Lease or under any laws regulating Hazardous Materials. The provisions of this Section 28 shall survive the expiration or earlier termination of this Lease.

The foregoing indemnification shall be in addition to and shall not limit any other indemnifications contained in this Lease and shall not reduce or limit Tenant's obligations under this Section. The within covenants shall survive the expiration or earlier termination of the Lease term.

29. Waivers.

All waivers shall be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of any installment of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No payment by the Tenant, or acceptance by the Landlord, of a lesser amount than shall be due from the Tenant to the Landlord shall be treated otherwise than as a payment on account. The acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter companying such check, that such lesser amount is payment in full, shall be given no effect, and the Landlord may accept such check without prejudice to any other rights or remedies which the Landlord may have against the Tenant.

30. Interest Charges.

Any Base Rent, Additional Rent or other amount due to Landlord, if not paid when due, shall bear interest from the date due until received by Landlord at the rate of ten percent (10%) per annum, provided that interest shall not be payable on late charges incurred by Tenant nor on any amounts upon which late charges are paid by Tenant to the extent such

interest would cause the total interest to be in excess of that legally permitted. If Tenant shall fail to pay when due any sums under this Lease as an additional charge, Landlord shall have the same rights and remedies as Landlord has hereunder for failure to pay Fixed Rent. Payment of interest shall not excuse or cure any default hereunder by Tenant.

31. Estoppel Certificates.

Each party agrees from time to time, upon not less than fifteen (15) days' prior written request by the other party, to execute, acknowledge and deliver to the requesting party a statement in writing (a) certifying that this Lease has not been modified and in full force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect as modified, stating the modification, (b) specifying the dates to which Base Rent, Additional Rent and other charges have been paid, (c) stating whether or not there are any uncured defaults of Landlord or Tenant under this Lease, stating the nature of the default and if Landlord is the requesting party that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Base Rent and Additional rent and to perform its other covenants under this Lease and, if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail), (d) stating which Extension Options have been exercised, if any, and (e) such other matters relating to the Lease as may be reasonably requested.

32. Cumulative Remedies.

All rights and remedies which Landlord or Tenant may have under this Lease, and at law and equity, shall be cumulative and shall not deemed inconsistent with each other and any one or more of such rights and remedies may be exercised at the same time insofar as permitted by law.

33. Lease not to be Recorded.

Tenant shall not record this Lease. Either Landlord or Tenant may require that a notice, short form or memorandum of this Lease executed by both parties be recorded. In no event shall such document set forth the rent or other charges payable by Tenant under this Lease, and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease. The party requiring such recording shall pay all recording fees. If this Lease is terminated before the Term expires, the parties shall execute, deliver and record an instrument acknowledging such fact and actual date of termination of this Lease, and Tenant hereby appoints Landlord its attorney-in-fact, coupled with an interest, with full power of substitution to execute such instrument.

34. Provisions Binding, Etc.

Except as herein otherwise provided, the terms hereof shall be binding upon, and shall inure to the benefit of, the successors and assigns, respectively, of Landlord and Tenant and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors, and assigns. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained

to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give consent to a particular assignment as required by those provisions of Section 14 hereof.

35. Corporate Authority; Partnership Authority.

Tenant represents and warrants that the person executing the Lease on its behalf has full authority to sign for the company and its members.

36. Representations and Modifications.

No representations or statements other than those expressly set forth in this Lease have been relied upon by the parties in entering into this Agreement. No modification or amendment of the terms of this Lease shall be effective unless reduced to writing and signed by authorized representatives of each party.

37. Entire Agreement; Severability.

This Lease contains the entire agreement and understanding between the parties with respect to the subject matter. If any term or other provision of this Lease is held invalid, illegal or incapable of being enforced under rule of law or public policy or is otherwise impaired in any way, all other terms and provisions of this Lease nevertheless shall remaining full force and effect.

38. Force Majeure.

If either party hereto cannot perform any of its obligations due to events beyond such party's reasonable control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Force Majeure does not include financial difficulties of a party. Events beyond a party's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

39. Governing Law.

This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.

IN WITNESS WHEREOF, the parties have set their hands and seals, all as of the date and year first above written.

LANDLORD:

HIGHLAND MONTROSE LLC
BY:

NINO MICOZZI, MANAGER

TENANT:

VINODIVINO 3 LLC
BY:

RAPHAEL KELLER-GO, MANAGER

RE/Leases/HighlandMontroseVino1-2-13

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Exhibit A

Property Description

Those certain parcels of land in Needham, Norfolk County, bounded and described as follows:

Parcel 1

922-958 HIGHLAND AVENUE

A certain parcel of land situated in Needham, Norfolk County, Massachusetts, being more particularly shown as Lot 1A on a plan entitled "Plan of Land in Needham, Mass.", dated April 10, 1997, prepared by Needham Survey Associates, Inc., and recorded in Plan Book 447, Plan No. 250 of 1997, which parcel is bound and described as follows:

Beginning at the northwesterly corner of the premises at the intersection of Highland Avenue and West Street and running S 86° 50' 05" E, 0.86 feet by West Street, thence turning and running S 88° 14' 44" E, 379.01 feet by West Street, thence turning and running S 01° 45' 16" W, 164.50 feet, by land now or formerly of Ellen Canavan, thence turning and running N 88° 06' 47" W, 188.46 feet by the lands now or formerly of David L. Thyne et ux., Francis A. Flynn et ux. and James P. Condrin et ux., thence turning and running S 01° 46' 32" W, 89.05 feet by land now or formerly of James P. Condrin et ux., thence turning and running N 88° 13' 28" W, 10.00 feet by land now or formerly of said Condrin, thence turning and running S 01° 46' 32" W, 75.45 feet by land of said Condrin, thence turning and running N 88° 13' 27" W, 30.00 feet by Mellen St., thence turning and running N 01° 46' 32" E, 72.04 feet by land now or formerly of the Norfolk County Trust Company, thence turning and running N 84° 01' 50" W, 80.72 feet by land of said Norfolk County Trust Company, thence turning and running S 86° 40' 44" W, 50.00 feet by land of said Norfolk County Trust Company, thence turning and running N 02° 58' 12" W, 255.89 feet by Highland Avenue to the point of beginning.

Parcel 2

A. LOT B, MARK LEE ROAD

A certain parcel of land situated in Needham, Norfolk County, Massachusetts, being designated and shown as Lot B on a "Plan of Land in Needham Heights Showing Proposed Location of House, Estate of Martha Whetton," dated March 2, 1933, made by A.M. Matthews, Surveyors, and recorded at the end of Book 1985. Said Lot B is bounded according to said plan, as follows:

NORTHERLY	by Mark Lee Road, 30.08 feet;
NORTHEASTERLY	by land of now or formerly James H. Whetton, as shown on said plan, 94.28 feet;

SOUTHWESTERLY	by land now or formerly of Mary J. McCarthy, as shown on said plan, 75.85 feet; and
WESTERLY	by Lot A on said plan, 65.60 feet.

B 902-910 HIGHLAND AVENUE

A certain parcel of land situated in Needham, Norfolk County, Massachusetts, bounded and described, as follows:

SOUTHERLY	by West Street, one hundred seventy-nine and 49/100 (179.49) feet;
WESTERLY	by Highland Avenue, seventy-two and 08/100 (72.08) feet;
NORTHERLY	forty-seven (47) feet;
EASTERLY	forty-six one hundredths (0.46) of a foot, by Lot B, shown on plan filed with Certificate No. 8709;
NORTHERLY	twenty-two and 50/100 (22.50) feet;
WESTERLY	sixty-seven and 86/100 (67.86) feet, by lot numbered 1 shown on plan filed with Certificate No. 65470;
NORTHERLY	by land now or formerly of Martha F. Whetton, eighty-nine and 85/100 (89.85) feet;
NORTHEASTERLY	by land now or formerly of Frank B. Arnold, forty-seven and 50/100 (47.50) feet;
EASTERLY	by land now or formerly of Emma H. Watkins, twenty-eight and 25/100 (28.25) feet;
SOUTHERLY	by land now or formerly of Needham Investment Associates, six and 55/100 (6.55) feet; and
EASTERLY	by land now or formerly of Rachel Barba, eighty-six and 31/100 (86.31) feet.

Said parcel comprises lot numbered 2 on a plan drawn by Cheney Engineering Co. dated October 9, 1959, as approved by the Land Court, filed as Plan No. 9847C, a copy of a portion of which is filed with Certificate No. 65470, Book 328; Lot A on a plan drawn by John E. Titus, Surveyor, dated September 1925, as approved by said Court, filed as Plan No. 9847B, a copy of the portion of which is filed with Certificate No. 8709, Sheet 2, Book 44; and parcel shown on a plan approved by said Court, filed as Plan No. 28772A, a copy of a portion of which is filed with Certificate No. 63828, Book 320.

GSDOCS-1497450-5
7/13/2005 2:01 PM

Meaning and intending the following to constitute Parcel 2:

Those certain parcels of land situated in Needham, Norfolk County, Massachusetts, more particularly shown as Lot B, Lot 2 and Lot A on a plan entitled Plan of Land in Needham, Norfolk County, Massachusetts dated March 29, 1989, revised through April 14, 1997, prepared by Needham Survey Assoc., Inc., which parcel is bound and described as follows:

Beginning at the intersection of West St. and Highland Ave. and running N 02° 58' 13" W by Highland Avenue, 72.08 feet, thence turning and running N 87° 04' 35" E, 47.00 feet by Lot B thence turning and running S 02° 53' 34" E, 0.46 feet by Lot B, thence turning and running N 87° 04' 35" E, 22.50 feet by Lot B, thence turning and running N 02° 33' 30" W, 67.86 feet by Lot B, thence turning and running N 88° 19' 29" E, 13.99 feet by land now or formerly Dorothy A. Shapiro, thence turning and running N 12° 36' 16" W, 65.38 feet by land, now or formerly Dorothy A. Shapiro, thence turning and running on Mark Lee Road on a curve to the left having a radius of 277.06 feet, 30.08 feet, thence turning and running S 40° 52' 49" E, 94.10 feet by land now or formerly The Town of Needham, thence turning and running S 40° 28' 43" E, 47.50 feet by land now or formerly The Town of Needham, thence turning and running S 01° 59' 21" E, 28.25 feet by land now or formerly James S. Krawiecki, thence turning and running S 87° 04' 38" W, 6.55 feet by land now or formerly Louis F. Barba et al., thence turning and running S 01° 05' 43" E, 86.31 feet by land now or formerly Louis F. Barba et al., thence turning and running N 88° 14' 44" W, 179.49 feet by West Street to the point of beginning.

EXHIBIT B

PLAN SHOWING THE PREMISES

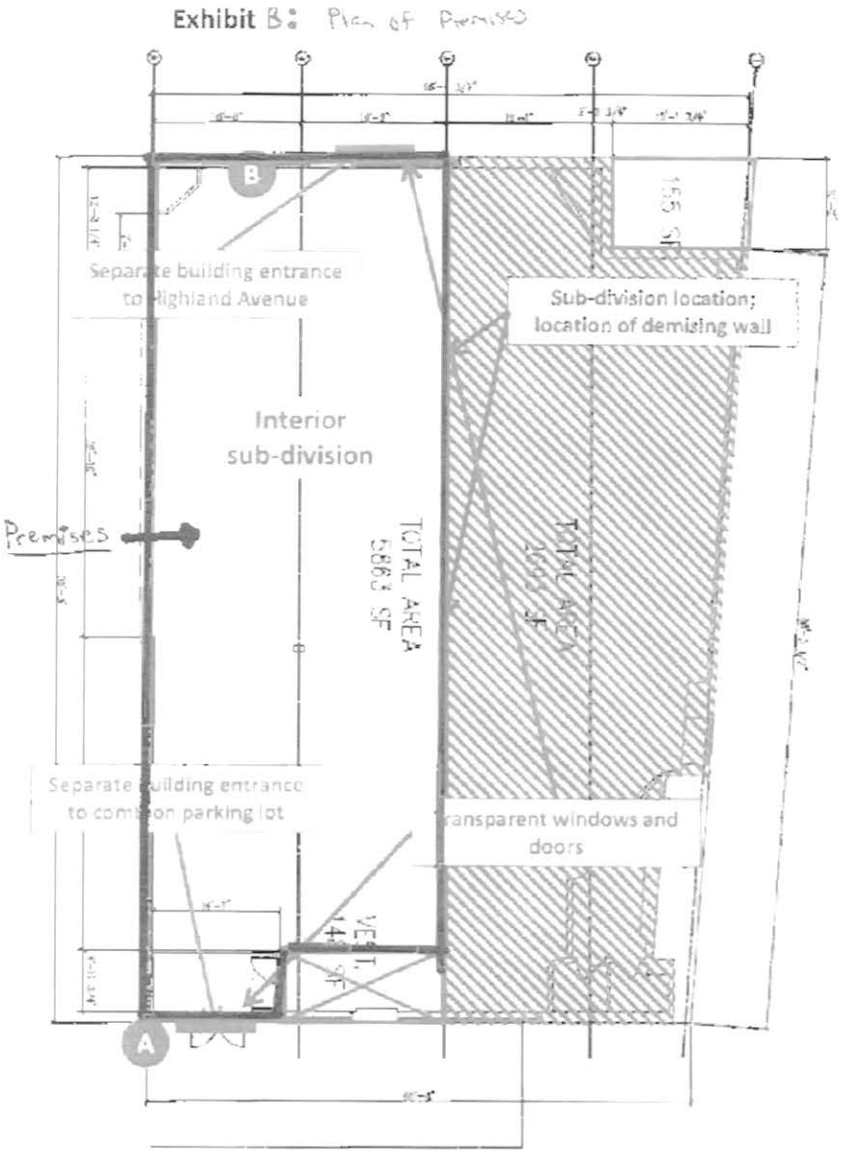


EXHIBIT B-1

PLAN OF BASEMENT SPACE

EXHIBIT C

COMMENCEMENT DATE AGREEMENT

This Commencement Date Agreement is made as of _____, 2013, by and between **HIGHLAND MONTROSE LLC** ("Landlord") and **VINODIVINO 3 LLC** ("Tenant").

WHEREAS, Landlord and Tenant have entered into a Lease dated January _____, 2013, for premises located at 922 Highland Avenue, Needham, MA 02494; and

WHEREAS, the Term Commencement Date, Rent Commencement Date and Expiration Date as defined in Section 1 of the Lease, have been determined; and

WHEREAS, pursuant to the Lease, Landlord and Tenant desire to confirm various dates relating to the Lease.

NOW, THEREFORE, Landlord and Tenant agree and acknowledge that the information set forth below is true and accurate.

Term Commencement Date:_____

Rent Commencement Date:_____

Expiration Date:_____

IN WITNESS WHEREOF, the parties have set their hands and seals, all as of the date and year first above written.

LANDLORD:

HIGHLAND MONTROSE LLC
BY:

_____
NINO MICOZZI, MANAGER

TENANT:

VINODIVINO 3 LLC
BY:

_____
RAPHAEL KELLER-GO, MANAGER

EXHIBIT D

LANDLORD'S WORK

The Landlord shall complete the following work at its sole cost and expense and in compliance with all applicable legal requirements:

- Construct demising wall at sub-division location shown on Exhibit D-1
- Separate building entrances to (a) common parking lot and to (b) Highland Avenue as shown on Exhibit D-1
- Install transparent windows/doors as shown on Exhibit D-1
- Provide separate electric meter in order for the electric service to be dedicated to the Premises.
- Provide separate water meter in order for the water service to be dedicated to the Premises or a dedicated sub-meter for the water service
- Provide Tenant with a credit of up to $7,500.00 towards the costs and expenses of the labor and materials required for Tenant's installation of the HVAC rooftop unit (the "Tenant HVAC Allowance"). Within thirty (30) days of Tenant's presentation to Landlord of customary documentation supporting the charges for the purchase and installation of the HVAC unit and which shall include copies of paid invoices from Tenant's contractor and lien waivers, Landlord shall reimburse Tenant for the cost of the labor and materials for the installation of the HVAC unit, up to the amount of the Tenant HVAC Allowance").
- All building systems, including "life safety systems", serving the Premises shall be in good and operational condition and in compliance with applicable legal requirements.

Exhibit D-1: Sub-division and Landlord's Work

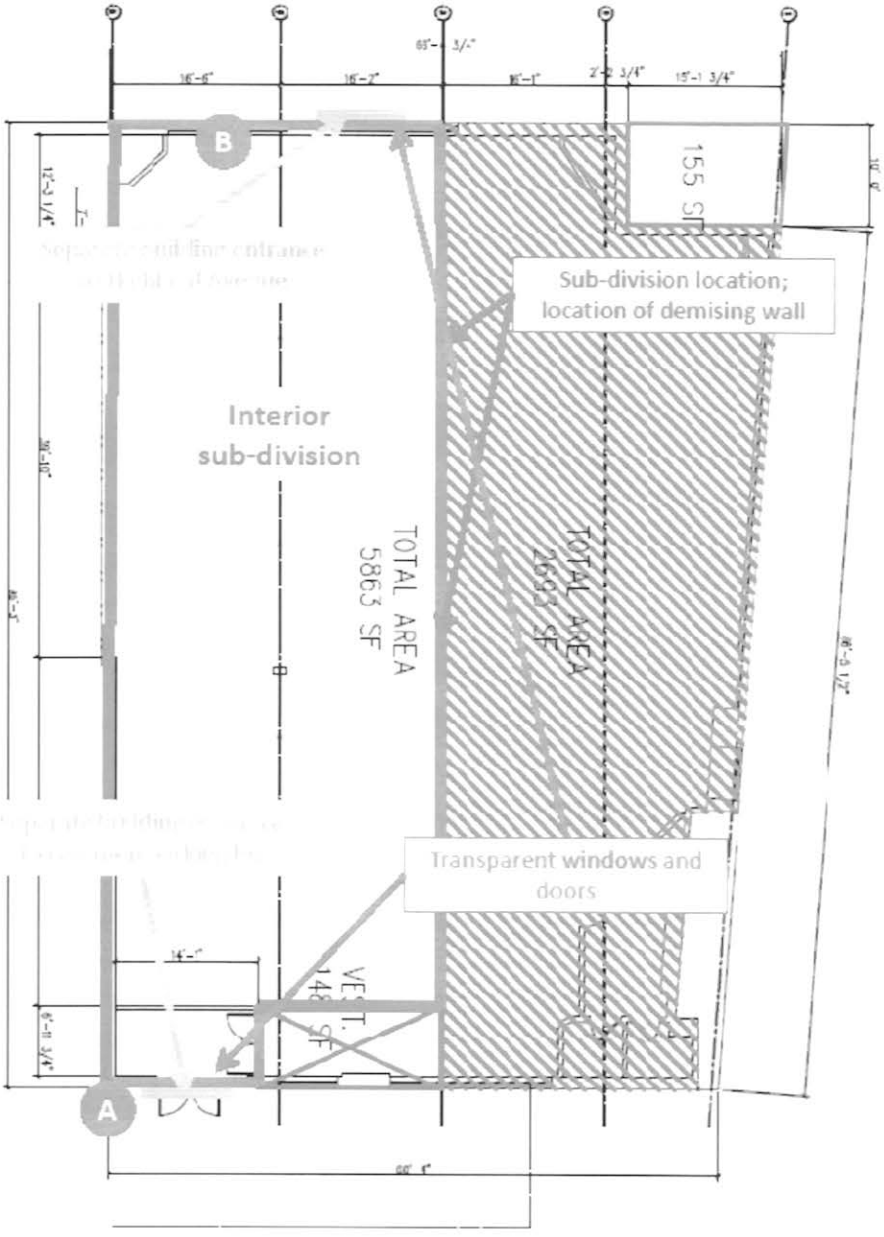


EXHIBIT E

TENANT'S INITIAL WORK

The Tenant shall provide all labor and materials, at its sole cost and expense to complete the build-out of the Premises with a look and feel similar to the current vinodivino shop in Brookline, Massachusetts. The Tenant's Initial Work shall be in accordance with the Plans, Specifications and Contracts to be reviewed and approved by the Landlord and shall consist of the following:

- Labor and materials required to install HVAC rooftop unit; provided that any roof penetrations required for said installation shall be performed by Landlord's roofing contractor provided such contractor performs on commercially reasonable rates and terms.
- Selective demolition.
- Rough carpentry work for floors, walls, as needed.
- Staircase/opening from ground floor to basement and access to staircase.
- Drywall for bathrooms.
- Flooring.
- Painting.
- Plumbing for bathrooms.
- HVAC installation and duct work.
- Electrical work for lighting, cash registers, wine refrigerators, information technology.
- Improve ceiling.

EXHIBIT F

GUARANTY

FOR VALUE RECEIVED, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to HIGHLAND MONTROSE LLC (the "Landlord") to make and enter into the Lease dated January 17, 2013 (the "Lease") with VINODIVINO 3 LLC., a Massachusetts limited liability company (the "Tenant"), for the premises known as 922 Highland Avenue, Needham, Massachusetts (the "Premises"), and in consideration of the Lease, the undersigned, RAPHAEL KELLER-GO, whose address is 97 Sewall Avenue, Unit 1, Brookline, Massachusetts 02446 and VINODIVINO LLC, a limited liability company organized under the laws of the State of Delaware with a principal place of business in Massachusetts at 97 Sewall Avenue, Unit 1, Brookline, Massachusetts 02446 (each a "Guarantor" and collectively the "Guarantors") unconditionally guarantee the payment of the Base Rent (as defined in the Lease) plus Tenant's Proportionate Share of the Taxes (as defined in Section 8.1of the Lease) and the CAM Charges (as defined in Section 8.2 of the Lease) (said amounts are collectively referred to herein as the "Guaranteed Amount") in the amounts and upon the terms to be performed and observed by Tenant and Tenant's successors and assigns, and expressly agree that the validity of this agreement and the obligations of the Guarantors hereunder shall in no way be terminated, affected or impaired by reason of the granting by the Landlord of any indulgences to the Tenant or by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or by the relief of Tenant from any of Tenant's obligations under the Lease by operation of law or otherwise (including, but without limitation, the rejection of the Lease in connection with proceedings under the bankruptcy laws now or hereafter enacted). The parties agree that if the Lease is terminated pursuant to Sections 4.1 or 15 of the Lease, this Guaranty shall also be deemed terminated without further action by Landlord or Tenant.

Notwithstanding anything to the contrary herein contained, (i) subject to provisions below applicable to the net worth of VINODIVINO LLC, the guarantee obligations herein of RAPHAEL KELLER-GO shall be limited to a period of two (2) years, commencing on the Rent Commencement Date (as defined in the Lease) and (ii) the guarantee obligations herein of VINODIVINO LLC shall be limited to a period of five (5) years, commencing on the second (2^{nd}) anniversary of the Rent Commencement Date. Notwithstanding the fact that both Raphael Keller-Go and Vinodivino are both initially executing this Guaranty, in no event shall both ever have concurrent or joint and several liability with each other hereunder, it being agreed that only one such party shall have liability hereunder at any given time.

The obligations of RAPHAEL KELLER-GO as a Guarantor shall automatically terminate on the last day prior to the commencement of the second (2^{nd}) anniversary of the Rent Commencement Date (the "Initial Guaranty Release Date") **provided** VINODIVINO LLC has a net worth as evidenced by the Financial Statement to be provided below greater than or equal to its net worth as set forth in the 2012 Compilation Report for VINODIVINO LLC prepared by an independent certified public accountant and to be delivered to Landlord by April, 2013 (the "Net Worth Test"). Until the Net Worth Test is satisfied, Vinodivino shall have no liability hereunder. If the Net Worth Test is not satisfied as of the commencement of the second (2^{nd}) anniversary of the Rent Commencement Date, the Net Worth Test shall be applied every year thereafter until the

earlier of (i) the Net Worth Test being satisfied, and (ii) the commencement of the sixth (6^{th}) anniversary of the Rent Commencement Date, as follows:

a. If the Net Worth Test is not satisfied as of the commencement of the second (2^{nd}) anniversary of the Rent Commencement Date, the "Guaranteed Amount" shall be guaranteed by RAPHAEL KELLER-GO for the third (3^{rd}) year after the Rent Commencement Date.

b. If the Net Worth Test is not satisfied as of the commencement of the third (3^{rd}) anniversary of the Rent Commencement Date, the "Guaranteed Amount" shall be guaranteed by RAPHAEL KELLER-GO for the fourth (4^{th}) year after the Rent Commencement Date.

c. If the Net Worth Test is not satisfied as of the commencement of the fourth (4^{th}) anniversary of the Rent Commencement Date, the "Guaranteed Amount" shall be guaranteed by RAPHAEL KELLER-GO for the fifth (5^{th}) year after the Rent Commencement Date.

d. If the Net Worth Test is not satisfied as of the commencement of the fifth (5^{th}) anniversary of the Rent Commencement Date, the "Guaranteed Amount" shall be guaranteed by RAPHAEL KELLER-GO for the sixth (6^{th}) year after the Rent Commencement Date.

e. If the Net Worth Test is not satisfied as of the commencement of the sixth (6^{th}) anniversary of the Rent Commencement Date, the "Guaranteed Amount" shall be guaranteed by RAPHAEL KELLER-GO for the seventh (7^{th}) year after the Rent Commencement Date.

If in any year following the first (1^{st}) anniversary of the Rent Commencement Date, the Net Worth Test is satisfied, the "Guaranteed Amount" shall be guaranteed by VINODIVINO LLC for the following years, until the end of the seventh (7^{th}) year after the Rent Commencement Date and RAPHAEL KELLER-GO's obligations as a Guarantor hereunder shall terminate upon the date when VINODIVINO LLC's guarantee obligations commences. Notwithstanding the foregoing, the obligations of RAPHAEL KELLER-GO and VINODIVINO LLC under this Guaranty shall terminate at the end of the seventh (7^{th}) year after the Rent Commencement Date (provided that (i) such obligation of Vinodivino LLC has previously commenced, and (ii) such obligation of Raphael Keller-Go has not previously terminated).

VINODIVINO LLC shall furnish to Landlord within thirty (30) days prior to the commencement of the second (2^{nd}) anniversary of the Rent Commencement Date and thereafter within thirty (30) days prior to the next anniversary date of the Rent Commencement Date until the earlier of (i) the Net Worth Test being satisfied, and (ii) the commencement of the sixth (6^{th}) anniversary of the Rent Commencement Date, a Financial Statement prepared in accordance with generally accepted accounting principles and certified by an independent certified public accountant, showing in all reasonable detail the Net Worth of VINODIVINO LLC as of the end of the quarter-annual period of the then fiscal year of VINODIVINO LLC closest to the commencement of the anniversary date of the applicable Rent Commencement Date, and such shall be deemed the evidence of whether or not the Net Worth Test has been satisfied.

The Guarantors hereby waive all suretyship defenses, defenses in the nature thereof, all notices and demands, and acceptance hereof. The Guarantors further covenant and agree that this Guaranty shall remain and continue in full force and effect as to any modification or amendment of the Lease (subject to the limitations contained herein applicable to the time periods with which this Guaranty shall apply), whether or not the respective Guarantor shall have received

any notice of, or consented to such renewal, modification, extension or amendment. The Guarantors further agree that all liability under this Guaranty shall be primary, and that in any right of action which shall accrue to Landlord under the Lease, the Landlord may, at Landlord's option, proceed against the then-applicable Guarantor and the Tenant, jointly or severally, and may proceed against the then applicable Guarantor without having commenced any action against or having obtained any judgment against the Tenant. The Guarantors irrevocably waive any and all rights the Guarantors may have at any time (whether arising directly or indirectly, by operation of law or by contract or otherwise) to assert any claim against the Tenant on account of payments made under this Guarantee, including, without limitation, any and all rights of or claim for subrogation, contribution, reimbursement, exoneration and indemnity, and further waives any benefit of and any right to participate in any security deposit or other collateral which may be held by the Landlord, and the Guarantors will not claim any set-off or counterclaim against the Tenant in respect of any liability the Guarantors may have to the Tenant.

It is agreed that the failure of Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions, or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant, or right, but the same shall continue and remain in full force and effect. Receipt by Landlord of rent with knowledge of the breach of any provisions of the Lease shall not be deemed a waiver of such breach.

No subletting, assignment or other transfer of the within Lease, or any interest therein, shall operate to extinguish or diminish the liability of the Guarantors under this Guaranty, and wherever reference is made to the liability of Tenant named in the Lease, such reference shall be deemed likewise to refer to the Guarantors. In connection with an assignment of the Lease pursuant to the terms thereof, Landlord shall not unreasonably withhold its consent to a substitute guarantor or guarantors hereunder provided such guarantor or guarantors have a net worth equal to or greater than the net worth of the then applicable Guarantor hereunder.

The Guarantors further agree to pay reasonable costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by Landlord in enforcing the effectiveness or validity of this Guaranty or any one or more of its rights hereunder.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the successors and assigns of Landlord and shall be binding upon the successors and assigns of the Guarantors.

Upon request of either Guarantor, Landlord agrees to confirm in writing the release of any Guarantor hereunder and/or the termination of this Guaranty.

This Guaranty shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Guarantors have signed and sealed this Guaranty this ___ day of January, 2013.

VINODIVINO ~~LLC~~

By: _____
Name: RAPHAEL KELLER-GO
Title: PRESIDENT

_____
Raphael Keller-Go

1/17/13

Assignment of Lease Agreement

DocuSign Envelope ID: BB3AF52D-EA43-48FB-9036-CC06CD63B1C0

Consent, Assignment and Assumption of Lease Agreement

This Consent, Assignment and Assumption of Lease Agreement ("**Assignment**") is made and entered by and between **Highland Montrose LLC** ("**Landlord**"), Vinodivino 3, LLC ("**Tenant**"), and MDM Wine2, LLC ("**Assignee**") and is entered into by the parties hereto on June 22, 2023 (the "**Execution Date**").

WHEREAS, Landlord and Tenant are parties to that certain lease dated as of January 17, 2013 as amended by that certain First Amendment to Lease dated August 31, 2020 (the "**Lease**") with respect to certain lease space located in a portion of the building located at 922 Highland Avenue, Needham, Massachusetts (the "Premises"), and

WHEREAS, Tenant is selling all or substantially all of its assets to the Assignee and has requested that the Lease be assigned to the Assignee, and

WHEREAS, Landlord has agreed to consent to the assignment by Tenant to Assignee and the parties have agreed to enter into this Agreement to memorialize such consent.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree to assign the Lease as follows:

1. This Assignment shall be effective as of the Closing as defined pursuant to that certain Asset Purchase Agreement between Tenant and Assignee dated as of June 22, 2023 (the "**APA**"). If either (x) the APA is terminated, or (y) the Closing does not occur on or before September 1, 2023 due to the failure of the Massachusetts Alcoholic Beverages Control Commission and/or the Needham licensing authority to approve the liquor license transfer from Tenant to Assignee due to no fault of said parties, this Assignment may be terminated by Tenant upon written notice to Landlord and upon termination it will have no further force or effect.

2. As of the Closing, Tenant hereby assigns to Assignee, and Assignee hereby assumes from Tenant, the Lease and all of the rights, interests and obligations of Tenant under the Lease.

3. From and after the Closing, (i) Assignee unconditionally agrees directly with Landlord to assume and be bound all of Tenant's obligations under the Lease and all references to "Tenant" in the Lease shall be deemed to refer to Assignee and shall perform all of the terms, covenants and conditions of the Lease, including the payment of rent and other required amounts to Landlord, (ii) Landlord hereby irrevocably and forever releases Tenant from all further obligations and liability under the Lease and shall look only to Assignee to fulfill the terms of the Lease and (iii) Landlord hereby irrevocably and forever releases all principals of Tenant from all further obligations and liability under the Lease and agrees that any and all personal guarantees previously granted to Landlord in connection with the Lease are hereby terminated. Notwithstanding the foregoing to the contrary, Tenant shall not be released and Tenant shall remain fully liable for Tenant's obligations and liability for matters which arose or occurred prior to the Closing Date, including without limitation, any tenant indemnification under Section 12.1 of the Lease and any additional rent obligations payable to Landlord for Taxes or CAM Charges under Sections 8.1 and 8.2 of the Lease.

4. From and after the Closing, Assignee shall indemnify and hold Tenant and its managers, members, advisors, and agents harmless from any and all claims, damages, expenses and liabilities of whatever nature, including attorney's fees, arising under the Lease or relating to the Premises, for matters which arise or occur on or after the Closing.

5. From and after the Closing, Tenant shall indemnify and hold Assignee and its managers, members, advisors, and agents harmless from any and all claims, damages, expenses and liabilities of whatever nature, including attorney's fees, arising under the Lease or relating to the Premises, for matters which arose or occurred prior to the Closing, but expressly excluding claims arising out of or related to the acts or omissions of the members of Assignee's parent, MDM Wine, LLC.

6. Landlord hereby irrevocably consents to the assignment of the Lease to Assignee notwithstanding anything to the contrary in the Lease and waives any and all conditions and requirements in the Lease with respect to such assignment. All costs and expenses of the Landlord, including, without limitation, the legal fees of the Landlord, arising from this Assignment shall be borne equally by the Tenant and the Assignee.

7. For the purposes of this Assignment, it shall be deemed that Tenant effectively exercised its Extension Option to extend the term of the Lease for the first five (5) year Extension Term which shall commence on October 1, 2023. The parties acknowledge that the leasing of the Premises during each Extension Term shall be upon the same terms and conditions of this Lease, except the Base Rent during each Extension shall be in the amounts set forth in the rent schedule in the Section 1 – Reference Data Section of the Lease.

8. Tenant's security deposit in the amount of $7,500.00 shall remain with the Landlord in accordance with Section 9 of the

Lease and the rights and obligations regarding the security deposit shall be assigned to and assumed by Assignee.

9. From and after the Closing, Michael Mendes, Angelo David Ucci and Manika Khanna shall each personally guarantee the Lease obligations of the Assignee pursuant to the Guaranty attached hereto.

10. The parties hereto acknowledge and agree that any future assignments of the Lease or subletting of the Premises shall continue to be governed by Section 14 of the Lease.

11. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representaives, sucessors and assigns. Except as expressly modified herein, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party executed this Assignment as of the Execution Date.

Tenant: Vinodivino 3 LLC

DocuSigned by:
Kenneth Danila
6047C2F7FE4F429...

Authorized Signature: _____

Printed Name: Kenneth Danila

Title: Manager

Date: 6/23/2023

Assignee: MDM Wine2, LLC

DocuSigned by:
Mike Mendes
C9D0D8A7CDA7488...

Authorized Signature: _____

Printed Name: Mike Mendes

Title: Managing Partner

Date: 6/26/2023

Landlord: Highland Montrose LLC

DocuSigned by:
Nino Micozzi
132CC8C4F1F2453...

Authorized Signature: _____

Printed Name: Nino Micozzi

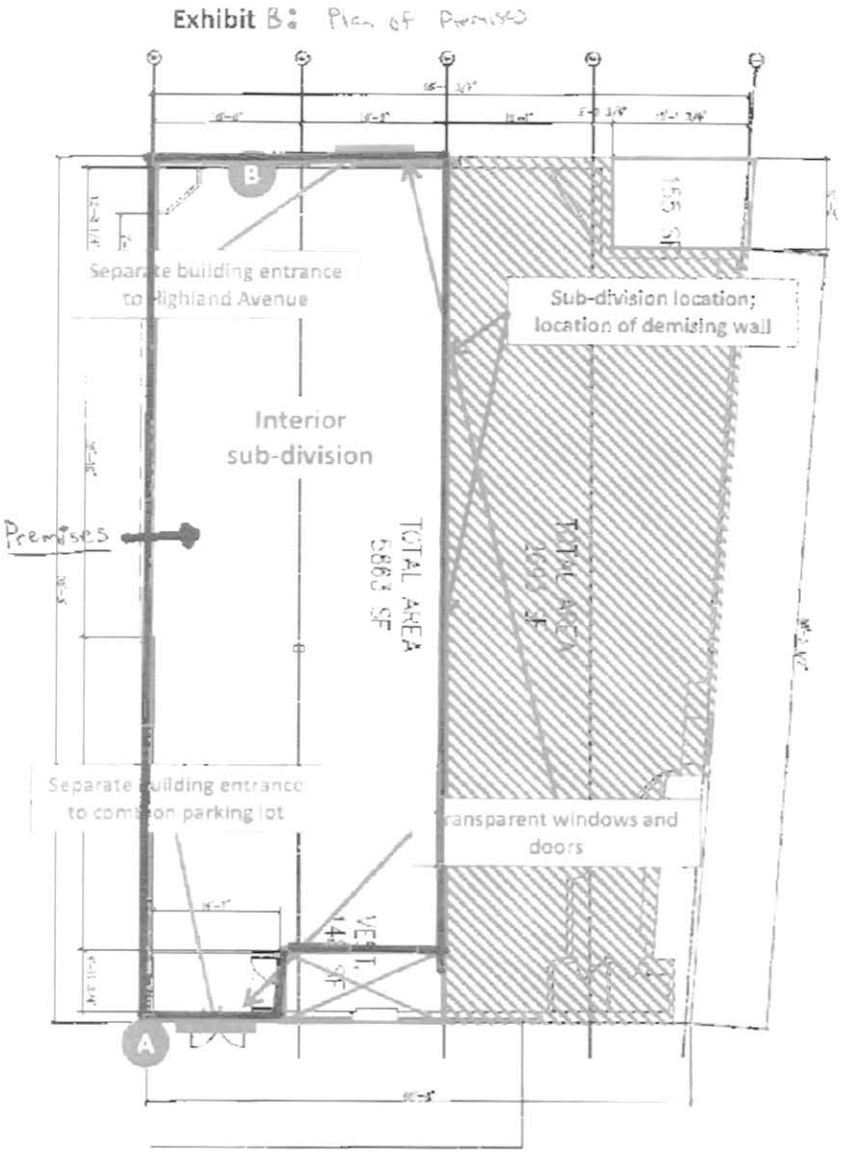
Title: Manager

Date: 6/28/2023

Floor Plan

EXHIBIT B

PLAN SHOWING THE PREMISES



Proof of Liquor Liability Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Integrated Insurance Solutions, LLC 1881 Worcester Road; Suite 101 Framingham MA 01701	**CONTACT NAME** Michelle Crocker **PHONE (A/C, No, Ext)** [redacted] **FAX (A/C, No)** [redacted] **E-MAIL ADDRESS** [redacted]
INSURED VINODIVINO 3 LLC 104 TEMPLE ST WEST NEWTON MA 02465-2307	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A** Selective Insurance Company of South Carolina / 19259 **INSURER B** **INSURER C** **INSURER D** **INSURER E** **INSURER F**

COVERAGES **CERTIFICATE NUMBER:** CL2362155810 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLA MS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPL ES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			S 2400322	06/22/2023	06/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV NJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY NJURY (Per person) BODILY NJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLA MS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPR ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E L. EACH ACC DENT E L. DISEASE - EA EMPLOYEE E L. DISEASE - POLICY LIMIT	 $ $ $
A	Liquor Liability			S 2400322	06/22/2023	06/22/2024	Aggregate Limit Occurrence Limit	$4,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 922 Highland Ave, Needham, MA 02494

CERTIFICATE HOLDER

Town of Needham
1471 Highland Ave
Needham MA 02492

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LEGAL NOTICE

TOWN OF NEEDHAM

APPLICATION FOR A TRANSFER OF ALCOHOLIC BEVERAGES LICENSE

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that vinodivivo3, LLC dba Vinodivino, Raphael Keller-Go, Manager, has applied for the transfer of a Section 15 Package Store, All Alcoholic Beverages License at 922 Highland Ave, Needham to MDM Wine2 LLC dba Vinodivino, Michael Mendes, Proposed Manager.

IT IS ORDERED that a public hearing be held for said application at the office of the Select Board as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 25th day of July 2023 at 6:20 PM. The Select Board invites all residents and interested parties to provide input at this meeting that will be held in person, Select Board Chambers, Town Hall and via Zoom.

Zoom Information: https://us02web.zoom.us/j/83513916152?pwd=RnRubzhEelFVQkFSbGJKVm5La3VJdz09 Passcode: 389812 Webinar ID: 835 1391 6152

This legal notice is also posted on the Massachusetts Newspaper Publishers Association's (MNPA) website at http:// masspublicnotices.org/

Select Board
Licensing Board for the Town of Needham

TIPS® | 360 TRAINING
A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Michael A Mendes

is awarded this certificate for

TIPS Off-Premise Alcohol Seller Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	03/13/2023	03/12/2026	OFF-000028319253

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE) (CUT HERE)

TIPS Off-Premise

CERTIFIED

Issued: 03/13/2023
Expires: 03/12/2026
Certificate #: OFF-000028319253

Michael A Mendes
104 Temple St
Newton MA 02465

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A 360TRAINING COMPANY

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Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

Agenda Item	Alcohol License Revocation Hearing – Poet King Restaurant Group, LLC d/b/a Hungry Coyote
Presenter(s)	Matt Saiia, License Owner

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED

Poet King Restaurant Group, LLC d/b/a/ Hungry Coyote, 1185 Highland Avenue currently holds an On-Premises Pouring Liquor License that has been suspended by order of the Board, acting as the local licensing authority under G.L. c.138, per its Suspension Decision dated January 14, 2022.

At its meeting on April 12, 2023, the Select Board voted to notify the Licensee that the Board would hold a hearing to cancel the license for non-use unless the following occurred within the next three (3) months:

1. The Select Board votes to approve a Change of License Manager application, appointing someone other than Leona Leon to the position of License Manager; or
2. The Select Board finds Leona Leon of sufficient character to serve as the License Manager and votes to lift the suspension order dated January 14, 2022; or
3. The Select Board approves an application transferring the license to a new corporate entity.

The licensee was sent notice that action would need to be taken by July 12, 2023. Such action did not occur, and the licensee was notified that the hearing to cancel the license for non-use at the Select Board meeting on July 25, 2023.

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

2.	**VOTE REQUIRED BY THE SELECT BOARD**

Suggested Motion:

(If motion to Cancel)
Move to:
(1) Cancel the On-Premises Pouring Liquor License issued to Poet King Restaurant Group, LLC d/b/a/ Hungry Coyote, 1185 Highland Avenue, Needham, for failing to operate a restaurant with alcohol service as outlined in its Section 12 liquor license, pursuant to G.L. c.138, § 77, and for failing to appoint a license manager, pursuant to G.L. c.138, §§23 and 64, effective 10:00 AM on July 28, 2023;
(2) Order the Licensee to return its liquor license to the Select Board's office by 10:00 AM on said date; and
(3) authorize the Town Manager to send notice of the cancellation to the Licensee and the Alcoholic Beverages Control Commission.

(*If Motion to Continue)*
Move to continue the hearing relative to the cancellation of the On-Premises Pouring Liquor License issued to Poet King Restaurant Group, LLC d/b/a/ Hungry Coyote, 1185 Highland Avenue, Needham to *[DATE/TIME/PLACE],* at which time the Board may vote to cancel the license subject to G.L. c.138, § 77 if one of the following actions has not occurred: (1) the Select Board has voted to approve a Change of License Manager application, appointing someone other than Leona Leon to the position of License Manager; (2) the Select Board finds Leona Leon of sufficient character to serve as the License Manager and votes to lift the suspension order dated January 14, 2022; or (3) the Select Board approves an application transferring the license to a new corporate entity; or cancel the license for failing to appoint a license manager pursuant to G.L. c.138, §§23 and 64.

3.	**BACK UP INFORMATION ATTACHED**

a. Notice of hearing dated July 13, 2023 from the Town Manager to the Licensee
b. Notice of Decision dated April 19,2023 from the Town Manager to the Licensee
c. Minutes of the Select Board's April 12, 2023 meeting
d. Minutes of the Select Board's February 14, 2023 meeting
e. Notice of Decision dated January 14, 2022 from the Town Manager to the Licensee
f. Minutes of the Select Board's January 11, 2022 meeting

TOWN OF NEEDHAM
Town Hall
1471 Highland Avenue
Needham, MA 02492-2669

Office of the
Select Board

Telephone: (781) 455-7500
Email: SelectBoard@NeedhamMA.gov

July 13, 2023

7021 0950 0000 5162 2969

Matthew A. Saiia, Owner
Poet King Restaurant Group, LLC d/b/a Hungry Coyote
c/o Leona Leon, Manager
1185 Highland Avenue
Needham, MA 02492

Leona Leon, Manager
Poet King Restaurant Group, LLC d/b/a Hungry Coyote
838 Great Plain Avenue
Needham, MA 02492

Re: Notice of hearing pursuant to G.L. c. 138, § 23 and § 77
July 25, 2023 at 6:30 p.m.

Dear Ms. Leon and Mr. Saiia,

At the Needham Select Board's meeting on April 12, 2023, the Select Board, acting as the local licensing authority under G.L. c.138, voted relative to the On-Premises Pouring Liquor License issued to Poet King Restaurant Group, LLC d/b/a/ Hungry Coyote, 1185 Highland Avenue, Needham, as follows:

> Move to close the hearing and take no action because the licensee no longer intends for Leona Leon to serve as the manager of record and, further, to authorize the Town Manager to notify the Licensee in writing that the Board will hold a hearing to cancel the license for non-use unless the following occurs within the next three (3) months: (1) The Select Board votes to approve a Change of License Manager application, appointing someone other than Leona Leon to the position of License Manager; (2) The Select Board finds Leona Leon of sufficient character to serve as the License Manager and votes to lift the suspension order dated January 14, 2022; or (3) The Select Board approves an application transferring the license to a new corporate entity.

On April 19, 2023, I sent you the attached notice, in which I stated that "unless the Licensee has taken one of the actions noted above [in the Select Board's vote] by July 12, 2023, the Select Board will hold a hearing to cancel the license for non-use pursuant to G.L. c. 138, §77." The actions outlined in the Select Board's April 12, 2023 vote and my April 19, 2023 letter have not occurred.

Accordingly, on July 25, 2023 at 6:30 p.m., in the Select Board Chambers at Needham Town Hall, 1471 Highland Avenue, Needham, the Select Board will hold a hearing pursuant to G.L. c. 138, §23 and §77, to cancel Poet King Restaurant Group, LLC d/b/a/ Hungry Coyote, 1185 Highland Avenue, Needham. This meeting will also be held via Zoom at the following link: https://us02web.zoom.us/j/83513916152?pwd=RnRubzhEelFVQkFSbGJKVm5La3VJdz09; Webinar ID: 835 1391 6152; Passcode: 389812

In addition, you have not appointed a new license manager, although statements made at prior hearing demonstrate that the current license manager, Ms. Leona Leon, does not serve in that role. G. L. c. 138, § 12 mandates the appointment of a license manager. Accordingly, at the hearing on July 25, the Select Board may also consider revocation or cancellation of your license pursuant to G.L. c.138, § 23.

You and your legal counsel are permitted to attend the hearing and may present testimony and other evidence on your behalf.

Please let me know if you have any questions or concerns.

Very Truly Yours,

Kate Fitzpatrick, Town Manager

cc: M. Magerer
C. Heep

enc: Notice – Non use of Liquor License dated April 19, 2023

TOWN OF NEEDHAM
Town Hall
1471 Highland Avenue
Needham, MA 02492-2669

Office of the
Select Board

Telephone: (781) 455-7500
Email: SelectBoard@NeedhamMA.gov

July 13, 2023

Matthew A. Saiia, Owner
Poet King Restaurant Group, LLC d/b/a Hungry Coyote
c/o Leona Leon, Manager
1185 Highland Avenue
Needham, MA 02492

Leona Leon, Manager 7021 0950 0000 5162 2983
Poet King Restaurant Group, LLC d/b/a Hungry Coyote
838 Great Plain Avenue
Needham, MA 02492

Re: Notice of hearing pursuant to G.L. c. 138, § 23 and § 77
July 25, 2023 at 6:30 p.m.

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You and your legal counsel are permitted to attend the hearing and may present testimony and other evidence on your behalf.

Please let me know if you have any questions or concerns.

Very Truly Yours,

Kate Fitzpatrick, Town Manager

cc: M. Magerer
C. Heep

enc: Notice – Non use of Liquor License dated April 19, 2023

TOWN OF NEEDHAM
Town Hall
1471 Highland Avenue
Needham, MA 02492-2669

Office of the
Select Board

Telephone: (781) 455-7500
Email: SelectBoard@NeedhamMA.gov

July 13, 2023

Matthew A. Saiia, Owner
Poet King Restaurant Group, LLC d/b/a Hungry Coyote
c/o Leona Leon, Manager
1185 Highland Avenue
Needham, MA 02492

Leona Leon, Manager
Poet King Restaurant Group, LLC d/b/a Hungry Coyote
838 Great Plain Avenue
Needham, MA 02492

Re: Notice of hearing pursuant to G.L. c. 138, § 23 and § 77
July 25, 2023 at 6:30 p.m.

Dear Ms. Leon and Mr. Saiia,

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> Move to close the hearing and take no action because the licensee no longer intends for Leona Leon to serve as the manager of record and, further, to authorize the Town Manager to notify the Licensee in writing that the Board will hold a hearing to cancel the license for non-use unless the following occurs within the next three (3) months: (1) The Select Board votes to approve a Change of License Manager application, appointing someone other than Leona Leon to the position of License Manager; (2) The Select Board finds Leona Leon of sufficient character to serve as the License Manager and votes to lift the suspension order dated January 14, 2022; or (3) The Select Board approves an application transferring the license to a new corporate entity.

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Accordingly, on July 25, 2023 at 6:30 p.m., in the Select Board Chambers at Needham Town Hall, 1471 Highland Avenue, Needham, the Select Board will hold a hearing pursuant to G.L. c. 138, §23 and §77, to cancel Poet King Restaurant Group, LLC d/b/a/ Hungry Coyote, 1185 Highland Avenue, Needham. This meeting will also be held via Zoom at the following link: https://us02web.zoom.us/j/83513916152?pwd=RnRubzhEelFVQkFSbGJKVm5La3VJdz09; Webinar ID: 835 1391 6152; Passcode: 389812

In addition, you have not appointed a new license manager, although statements made at prior hearing demonstrate that the current license manager, Ms. Leona Leon, does not serve in that role. G. L. c. 138, § 12 mandates the appointment of a license manager. Accordingly, at the hearing on July 25, the Select Board may also consider revocation or cancellation of your license pursuant to G.L. c.138, § 23.

You and your legal counsel are permitted to attend the hearing and may present testimony and other evidence on your behalf.

Please let me know if you have any questions or concerns.

Very Truly Yours,

Kate Fitzpatrick, Town Manager

cc: M. Magerer
C. Heep

enc: Notice – Non use of Liquor License dated April 19, 2023

TOWN OF NEEDHAM
Town Hall
1471 Highland Avenue
Needham, MA 02492-2669

Office of the
Select Board

Telephone: (781) 455-7500
Email: SelectBoard@NeedhamMA.gov

April 19, 2023

7022 0410 0000 8825 0162

Matthew A. Saiia, Owner
Poet King Restaurant Group, LLC d/b/a Hungry Coyote
c/o Leona Leon, Manager
1185 Highland Avenue
Needham, MA 02492

Leona Leon, Manager
Poet King Restaurant Group, LLC d/b/a Hungry Coyote
838 Great Plain Avenue
Needham, MA 02492

Re: Notice – Non use of Liquor License

Dear Ms. Leon and Mr. Saiia,

On January 11, 2022, the Needham Select Board voted to suspend Poet King Restaurant Group, LLC d/b/a Hungry Coyote's Section 12 on-premises liquor license, as follows:

1. Suspend the license forthwith, with the term of the suspension to run for thirty (30) days commencing when the Needham Board of Health reinstates the Licensee's Food Establishment Permit, for violating 205 CMR 2.05(2): Permitting an illegality to occur on the premises, to wit, failure to comply with the Summary Suspension Order of the Town of Needham Public Health Division dated December 31, 2021, and 205 CMR 2.05(8): Maintaining the premises in an unsanitary manner, as detailed in the Summary Suspension Order; and

2. Indefinitely suspend the liquor license until such time as (a) the Licensee submits documentation supporting Leona Leon's ability to hold the position of License Manager, or the Licensee submits an application for a Change of Manager, and the Select Board approves the designated licensed manager in either event, and (b) the Licensee submits all required corporate filings to the Secretary of State's Corporations Division.

Provided, however, that in no case, shall the license be suspended for a period shorter than thirty (30) days from when the Needham Board of Health reinstates the Licensee's Food Establishment Permit.

The Needham Board of Health reinstated the Licensee's Food Establishment Permit on January 13, 2022. The Licensee has also updated its corporate filings. However, to date, the Licensee has failed to provide any documentation supporting Leona Leon's ability to hold the position of License Manager. While legal counsel for the Licensee has shared that the Licensee intends to appoint a new manager, the Licensee has yet to submit a Change of License Manager application for the Board's consideration.

At the Board's meeting on April 12, a meeting at which the Licensee and its counsel were present, the Board voted as follows:

> Move to close the hearing and take no action because the licensee no longer intends for Leona Leon to serve as the manager of record and, further, to authorize the Town Manager to notify the Licensee in writing that the Board will hold a hearing to cancel the license for non-use unless the following occurs within the next three (3) months: (1) The Select Board votes to approve a Change of License Manager application, appointing someone other than Leona Leon to the position of License Manager; (2) The Select Board finds Leona Leon of sufficient character to serve as the License Manager and votes to lift the suspension order dated January 14, 2022; or (3) The Select Board approves an application transferring the license to a new corporate entity.

Accordingly, unless the Licensee has taken one of the actions noted above by July 12, 2023, the Select Board will hold a hearing to cancel the license for non-use pursuant to G.L. c. 138, §77.

Sincerely,

Kate Fitzpatrick, Town Manager

cc: M. Magerer
C. Heep
Alcoholic Beverages Control Commission

Town of Needham
Select Board
Minutes for Wednesday, April 12, 2023
Select Board's Chamber
and
Via ZOOM
https://us02web.zoom.us/j/83866600545

6:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Marianne Cooley. Those present were Marcus Nelson, Kevin Keane, Heidi Frail, and Kate Fitzpatrick, Town Manager. Dave Davison, ATM/Finance (via Zoom), Katie King, ATM/Operations, Myles Tucker, Support Services Manager, and Mary Hunt, Recording Secretary were also in attendance.

6:00 p.m. Public Comment Period:
Steven Frail, 29 Powers Street spoke with the Board about a warrant article for the May 2023 Town Meeting regarding SUV fleet replacement. He asked whether the Town has considered electric vehicles, knowing that climate change is an issue. He said an opportunity exists to replace five fossil fuel burning vehicles with green vehicles. He suggested the Town look at federal rebates when replacing vehicles and consider making changes before Town Meeting.

6:05 p.m. Theodora Eaton, Town Clerk swore in returning member Marianne Cooley and newly elected member Catherine Dowd to three years positions on the Select Board.

Ms. Cooley noted the momentous occasion, as it is the first time in Needham's 313-year history that the Town is governed by a board with a female majority.

6:07 p.m. Board Reorganization:
The Select Board accepted nominations for reorganization of the Select Board:

Motion by Mr. Keane that the Select Board vote to nominate Marcus Nelson to serve as Chair of the Town of Needham Select Board.
Second: Ms. Frail. No vote was taken.

Mr. Nelson said that previously he had every intention of accepting the position as Chair of the Select Board. However, he said that over the prior year he had unforeseen personal and professional changes and said that it would not be in the best interest of the Town to accept the position. Mr. Nelson respectfully declined the nomination as Chair of the Town of Needham Select Board.

Motion by Mr. Keane that the Select Board vote to nominate Marianne Cooley to serve as Chair of the Town of Needham Select Board.
Second: Ms. Frail. Unanimously approved 5-0.

Mr. Nelson said Ms. Cooley's leadership and service to Needham is valued and it is right to have Ms. Cooley continue as Chair of the Select Board.

Ms. Frail concurred, saying she appreciates Ms. Cooley's service and counts on her expertise as Chair.

Mr. Keane concurred.

Motion by Mr. Nelson that the Select Board vote to nominate Kevin Keane to serve as Vice Chair of the Town of Needham Select Board.
Second: Ms. Frail. Unanimously approved 5-0.

Motion by Mr. Nelson that the Select Board vote to nominate Heidi Frail to serve as Clerk of the Town of Needham Select Board.
Second: Mr. Keane. Unanimously approved 5-0.

The Board repositioned itself and members took their designated places at the table. A gift of thanks was presented to Ms. Cooley acknowledging her service as Chair during the prior term.

6:15 p.m. Public Hearing: Eversource Energy Grant of Location - 37 Forest Street
Joanne Callender, Eversource Energy representative spoke with the Board via Zoom, requesting permission to install approximately 15 feet of conduit in Forest Street. This work is necessary to provide underground service to a traffic signal at 37 Forest Street, Needham.

Ms. Fitzpatrick stated all paperwork is in order.

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

Motion by Mr. Nelson that the Select Board approved and sign a petition from Eversource Energy to install approximately 15 feet of conduit in Forest Street, Needham.
Second: Ms. Frail. Unanimously approved 5-0.

6:16 p.m. Public Hearing: Eversource Energy Grant of Location - 212 Forest Street
Joanne Callender, Eversource Energy representative spoke with the Board via Zoom, requesting permission to install approximately 15 feet of conduit in Forest Street. This work is necessary to provide underground service to a traffic signal at 212 Forest Street, Needham.

Ms. Fitzpatrick stated all paperwork is in order.

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

Motion by Ms. Frail that the Select Board approved and sign a petition from Eversource Energy to install approximately 15 feet of conduit in Forest Street, Needham.
Second: Mr. Nelson. Unanimously approved 5-0.

6:17 p.m. Public Hearing: Outdoor Dining License – French Press, LLC, d/b/a French press. Raja Spencer, Manager spoke with the Board regarding an application to establish an outdoor dining space in a parklet on three spaces located on Chapel Street adjacent to the restaurant.

The applicant has used the parklet area since 2020 in an arrangement similar to the proposed, set up in accordance with state emergency orders and local rules. In the context of the COVID-19 pandemic. The applicant is requesting seasonal use of the space during the designated outdoor dining season of April 1 through November 30, the applicant has also applied to the select board for an alteration of premises for their liquor license.

Ms. Cooley invited public comment.

Paul Good, 30 Walnut Street commented the outdoor seating is terrific and he is fully supportive of Mr. Spencer's request.

Motion by Ms. Frail that the Select Board vote to approve an Outdoor Dining License for French Press, LLC., d/b/a French Press.
Second: Mr. Nelson. Unanimously approved 5-0.

6:22 p.m. Public Hearing: Alteration of Premises for a Wine and Malts License in a Restaurant- French Press LLC, d/b/a French Press

Raja Spencer, Manager spoke with the Board regarding an amendment to expand the licensed premises to include: adding 22 outdoor seats under a pergola to be used year-round and 18 outdoor seats in a parklet to be used seasonally.

It was noted the applicant has used the parklet area since 2020 in an arrangement similar to the proposed set-up in accordance with state emergency orders and local rules in the context of the COVID-19 pandemic. The applicant has also received a special permit from the Planning Board to allow for construction and use of the pergola as proposed. The applicant has also applied to the Select Board for an Outdoor Dining License since the parklet portion of the proposed premises is located on street parking spaces.

Ms. Fitzpatrick stated all paperwork is in order.

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

Motion by Ms. Frail that the Board vote to approve the Amendment for Alteration of Premises Application received from French Press, LLC, d/b/a French Press and vote to forward the Amendment application to the ABCC for review and final approval.
Second: Mr. Nelson. Unanimously approved 5-0.

6:23 p.m. Citizens Petition: Single Use Plastic Bags

Robert Fernandez, Lead Petitioner and Kathy Riaz, Petitioner discussed the citizens petition filed to prohibit single use plastic check out bags in Needham.

Mr. Fernandez stated the point of the petition is to ask Town Meeting to ban all thick and thin plastic bags currently being distributed at retail and restaurants in Needham. He encouraged people to use reusable bags when shopping in stores.

Ms. Riaz commented on a survey sent to approximately 75 businesses. She said, in general, the businesses are supportive of the initiative.

Mr. Fernandez read a letter from Evan Raskin, EARTHDAY.ORG, National Campaign Manager & Global Climate Correspondent and former Needham resident, who has given an official endorsement of the proposed plastic bag ban by-law. Mr. Fernandez noted a letter from the Sierra Club, MA who also supports the initiative.

Fourth grade students from Sunita Williams Elementary School shared with the Board their service-learning project which seeks to understand plastic, pollution, and how to reduce it. George Goneconto, 4th grade teacher said the project is supported by Green Needham.

The Board thanked the children and the presenters for the information.

Ms. Cooley invited public comment.

Wells Blanchard, 580 High Rock Street and member of the Solid Waste Advisory Board said the thick plastic bags get caught in the machines at the Recycling and Transfer Station. He said he supports the petition.

David Rudolf, 143 Highgate Street said he volunteers for the Sierra Club and supports the ban. He said Needham is virtually one of the only towns in Metrowest which has not banned single use bags. Mr. Rudolf encouraged people to use reusable bags.

Ms. Frail thanked the presenters for spearheading the initiative. She said there are many ways for people to take action, saying she is inspired by the presenters for taking action and bringing forth their citizens' petition.

Ms. Cooley echoed the sentiment that people use reusable bags for shopping. She said merchants in Town have told her 30%-40% of customers request double bagging, which only increases the cost for everyone.

The Board thanked Mr. Fernandez and Ms. Rias for the presentation.

6:40 p.m. Discussion of Zoning Articles on the Annual Town Meeting Warrant:
Lee Newman, Director of Planning & Community Development (via Zoom), and Planning Board members Adam Block, Jeanne McKnight, Artie Crocker, Natasha Espada, and Paul Alpert provided the Board with the Planning Board's position on the zoning articles contained in the Annual Town Meeting warrant.

Mr. Block identified four zoning articles to be discussed including amending Accessory Dwelling Unit by-law, corrections and renumbering to be made to zoning by-laws, amending the side setback by-law, and an amendment to the by-law related to three car garages.

Ms. Frail expressed concern over the article to "Amend Zoning By-law - Accessory 3-Car Garage Use in Single Residence B, General Residence, Business, and Industrial Districts" stating a three car garage in a single residence neighborhood is "a lot of garage" suggesting changing the by-law removes any last barrier to destruction of older homes and encourages larger and larger homes. Ms. Frail said neighbors must be able to weigh in on building projects in their neighborhoods.

Mr. Keane commented on three car garages, economic disparity, and young families who are unable to move to Needham. He said it is important for homeowners to control the look of their neighborhoods.

Discussion ensued on ADUs, attached three car garages, and impacts on building large homes.

The Board thanked the presenters for the information.

7:24 p.m. Appointments and Consent Agenda:
Motion by Mr. Nelson that the Select Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS: No Appointments were made at this meeting.

CONSENT AGENDA

1. **Update SB-PERS-003 Policy Contributory Insurance Rules and Regulations (extend Opt-out Program to 2025).**
2. **Approve minutes for February 15, 2023 (open session) and March 14, 2023 (open and executive session).**
3. **Approve two One Day Special Licenses from Leslie Laputz of PanMass Challenge for Friday, August 4, 2023, 2:00-8:00 PM and Sunday, August 6,**

2023, 10:00am – 4:00pm for PanMass Challenge. The event will be held at the Trim Parking Lot, Babson College. All documents are in order.

4. **Approve a One Day Special License from Leslie Nelken of the League of Women Voters of Needham for Thursday, May 18, 2023, 6:00-8:30 PM for their Annual Meeting. The event will be held at the Center at the Heights multipurpose room. All documents are in order.**
5. **Approve a One Day Special License from Gloria Greis of the Needham History Center & Museum for Saturday, April 29, 2023, 6:30-11:00PM for the Spring into Springtime Gala. The event will be held at the History Center. All documents are in order.**
6. **Declare April 26, 2023 Doris Kearns Goodwin Day in Needham.**
7. **Approve a one-day suspension as penalty for the failure of an alcohol compliance check on December 7, 2022 for Vinodivino3 LLC, d/b/a Vinodivino.**
8. **Approve 20B Exemption for the following individual to engage in work with the Needham Planning and Community Development Department: Kristan Patenaude.**

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

7:25 p.m. Public Hearing: Relative to Suspended Alcohol License – Poet King, LLC d/b/a Hungry Coyote (Continued)

Michael Magerer, Applicant Counsel and Nezahualcoyotl Leon, LLC Manager spoke with the Board regarding Poet King, LLC d/b/a Hungry Coyote, 1185 Highland Ave, proposed action seeking relief from the indefinite suspension of its Section 12 All Alcohol liquor license, as order by the Board in its Suspension Decision dated January 14, 2022. This hearing is a continuation from February 14th, 2023.

Ms. Cooley noted since the last hearing, the applicant informed staff that they intend to submit a Change of Manager application to appoint a new Manager of Record to replace Leona Leon in the near future.

Mr. Magerer said after careful consideration a new application will be submitted naming Nezahualcoyotl Leon as Manager.

Ms. Cooley closed the public hearing and asked for a new application to come before the Board within the next three months.

Motion by Ms. Frail that the Select Board vote to close Public Hearing: Relative to Suspended Alcohol License – Poet King, LLC d/b/a Hungry Coyote and take no action because the licensee no longer intends for Leona Leon to serve as a Manager of Record and, further, to authorize the Town Manager to notify the Licensee in writing that the Board will hold a hearing to cancel the license for non-use unless the following occurs within the next three (3) months:

1. The Select Board votes to approve a Change of License Manager application appointing someone other than Leona Leon to the position of a Licensed Manager.

2. The Select Board finds the new proposed License Manager of sufficient character to serve as the License Manager and votes to lift the suspension order dated January 14, 2022; or

3. The Select Board approves an application transferring the license to a new corporate entity.

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

7:29 p.m. Public Hearing: ABCC Amendment Application for Change of Officers and Change of Stock Interest – Poet King, LLC d/b/a Hungry Coyote (Continued from February 14, 2023)
Michael Magerer, Applicant Counsel and Nezahualcoyotl Leon, LLC Manager discussed an application for a Change of Officers and Change of Stock Interest.

Ms. Cooley said since the last application no other information has been received relating to the amendment for the Change of Officers and Change of Stock Interest. Mr. Magerer confirmed Ms. Cooley is correct. However, he stated he made changes, at the Select Board's request, to the Unit Purchase and Sale Agreement to remove the confidentiality provision and correct a typographical error. Mr. Magerer said the information was sent to Mr. Tucker in the Office of the Town Manager today, which he said has been signed and resubmitted.

Ms. Cooley suggested the Board vote to deny the application as Mr. Leon will be the only individual with a direct or indirect beneficial or financial interest in the license, and he will have significant control over the operation of the establishment. She said the Board, at this point, does not find him to be of sufficient character to hold an interest in the license. She said there is concern due to the history of ignoring the orders of the Town (local municipal bodies) including the disregard for the Summary Suspension Order of the Needham Board of Health, as well as other delays in obtaining documents.

Discussion ensued on the Board's request for a new manager and their role.

Motion by Ms. Frail the Select Board vote to deny the application submitted by Poet King Restaurant Group, LLC d/b/a Hungry Coyote on December 21, 2022, for a change of officers, change of ownership interest, and transfer of stock as approval of this application does not support the common good for the following reasons:

- **While Mr. Leon will not be the license manager, Mr. Leon will be the only individual with a direct or indirect, beneficial or financial interest in the license and has shared that he will exhibit significant control over the operation of the establishment and the Board does not find him to be of sufficient character to hold an interest in this license;**
- **Mr. Leon has a history of ignoring orders of local municipal bodies, including blatant disregard for a Summary Suspension Order of the Needham Board of Health.**
- **Mr. Leon has delayed in providing documents requested by the Select Board relevant to this hearing, further demonstrating his refusal to work with municipal enforcement bodies,**

And to authorize Town Counsel to draft a decision capturing the Board's discussion and vote, and authorize the Town Manager to sign said decision and send notice of the decision to the ABCC and the Licensee, as required under Chapter 138 of the General Laws.

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

Ms. Cooley said she looks forward to seeing Mr. Leon again with a corporate structure that can work for the Town and support the operation of a license.

7:50 p.m. Town Manager:
Kate Fitzpatrick, Town Manager spoke with the Board regarding 5 items:

1. Outdoor Space Use Permit Policy
Myles Tucker presented the Board a proposal for Select Board Policy SB-LIC-0002: Outdoor Space Use Permits. Mr. Tucker said this proposal incorporates input from the Board on a draft proposal of this policy discussed at its meeting on March 28, 2023.

Motion by Mr. Nelson that the Select Board vote to adopt Select Board Policy SB-LIC-002: Outdoor Space Use Permits.
Second: Mr. Keane. Unanimously approved 5-0.

2. Town Alcohol Regulations - Proposed Revisions
Mr. Tucker discussed with the Board proposed revisions to the Town Alcohol Regulations, following Board input at its March 28, 2023 meeting and a proposed change relative to farm stands.

Discussion ensued on the revisions including an updated list of suspensions and violations, compliance check offenses and required training.

The Board thanked Mr. Tucker for the discussion.

3. Establish the Community Stormwater Mitigation Assessment Schedule of Rates

Dave Davison, ATM/Finance reminded the Board of a presentation made at its March 10, 2023 meeting regarding the recommendations to adopt a fee schedule for the purpose of funding future capital improvements to manage stormwater runoff. He noted the Board held a Public Hearing regarding the proposal and the rate structure at its March 28, 2023 meeting. The proposed schedule has been modified based on public input so that a property which has 200 square feet or less of impervious cover will not be subject to the fee.

Ms. Frail reminded folks stormwater treatment is federally mandated and the fee is intended to cover new capital expenses, not maintenance or existing services.

Motion by Mr. Nelson that the Board adopt the revised schedule for community stormwater mitigation assessments identified on schedule below and that they be effective January 1, 2024; further that the Town Manager is authorized to abate and/or adjust the fee upon the recommendation of the Director of Public Works, with supporting documents, if 1) there was an error in the billing amount; 2) there was an error in calculating the impervious area; 3) the identification of the property owner was invoiced in error; or 4) other similar circumstances.

Community Stormwater Mitigation Assessment
Impervious Surface Square Footage

Tier	Sq Ft Low	Sq Ft High	Annual Fee	Quarterly	Monthly
1	0	200	$0.00	$0.00	$0.00
2	201	4,000	$38.20	$9.55	$3.18
3	4,001	8,000	$80.00	$20.00	$6.67
4	8,001	20,000	$200.00	$50.00	$16.67
5	20,001	45,000	$400.00	$100.00	$33.33
6	45,001	90,000	$600.00	$150.00	$50.00
7	90,001	175,000	$800.00	$200.00	$66.67
8	175,001	345,000	$1,000.00	$250.00	$83.33
9	345,001	685,000	$1,200.00	$300.00	$100.00
10	685,001	and above	$1,500.00	$375.00	$125.00

Annual assessment is billed on a quarterly or monthly schedule based on the utility account type.

Annual assessment is billed on a quarterly or monthly schedule based on the utility account type.

Second: Ms. Frail. Unanimously approved 5-0.

4. Positions on Warrant Articles

The Board reviewed and took positions on articles in the Annual Town Meeting Warrant and the Special Town Meeting Warrant. Ms. Fitzpatrick said newly elected Select Board member Catherine Dowd will recuse herself from any article having to do with the Needham Public Schools.

ANNUAL TOWN MEETING WARRANT ARTICLES

Article 1 - ANNUAL TOWN ELECTION - No vote required.

Article 2 - COMMITTEE AND OFFICERS REPORTS - No vote required.

Article 3 - ESTABLISH ELECTED OFFICIALS' SALARIES
Motion by Mr. Nelson that the Board vote to support Article 3 - ESTABLISH ELECTED OFFICIALS' SALARIES in the Annual Town Meeting Warrant.
Second: Mr. Keane. Unanimously approved 5-0.

Article 4 - APPROPRIATE FOR NEEDHAM PROPERTY TAX ASSISTANCE PROGRAM
Motion by Ms. Frail that the Select Board vote to support Article 4 - APPROPRIATE FOR NEEDHAM PROPERTY TAX ASSISTANCE PROGRAM in the Annual town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 5 - APPROPRIATE FOR PUBLIC FACILITIES MAINTENANCE PROGRAM
Motion by Mr. Nelson that the Select Board vote to support Article 5 - APPROPRIATE FOR PUBLIC FACILITIES MAINTENANCE PROGRAM in the Annual Town Meeting Warrant.
Second: Ms. Frail. Approved 4-0-1. Ms. Dowd abstained.

Article 6 - APPROPRIATE FOR SMALL REPAIR GRANT PROGRAM
Motion by Mr. Nelson that the Select Board vote to support Article 6 - APPROPRIATE FOR SMALL REPAIR GRANT PROGRAM in the Annual Town Meeting Warrant.
Second: Mr. Keane. Unanimously approved 5-0.

Article 7 - APPROPRIATE FOR COMPENSATED ABSENCES FUND
Motion by Mr. Nelson that the Select Board vote to support Article 7 - APPROPRIATE FOR COMPENSATED ABSENCES FUND in the Annual Town Meeting Warrant.
Second: Ms. Frail. Unanimously approved 5-0.

Article 8 - APPROPRIATE FOR OUTSIDE RECRUITMENT SERVICES
Motion by Ms. Frail that the Select Board vote to support Article 8 - APPROPRIATE FOR OUTSIDE RECRUITMENT SERVICES in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 9 - APPROPRIATE FOR TEMPORARY STAFFING SERVICES
Motion by Ms. Frail that the Select Board vote to support Article 9 - APPROPRIATE FOR TEMPORARY STAFFING SERVICES in the Annual Town Meeting Warrant.

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

Article 10 - APPROPRIATE FOR TOWN-OWNED LAND SURVEYS
Motion by Ms. Frail that the Select Board vote to support Article 10 - APPROPRIATE FOR TOWN-OWNED LAND SURVEYS in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 11 - APPROPRIATE FOR FLEET REFURBISHMENT
Motion by Mr. Nelson that the Select Board vote to support Article 11 - APPROPRIATE FOR FLEET REFURBISHMENT in the Annual Town Meeting Warrant.
Second: Mr. Keane. Unanimously approved 5-0.

Article 12 - APPROPRIATE THE FY2024 OPERATING BUDGET
Motion by Mr. Keane that the Select Board vote to support Article 12 - APPROPRIATE THE FY2024 OPERATING BUDGET in the Annual Town Meeting Warrant.
Second: Ms. Frail. Approved 4-0-1. Ms. Dowd recused herself.

Article 13 - APPROPRIATE THE FY2024 SEWER ENTERPRISE FUND BUDGET
Motion by Mr. Nelson that the Select Board vote to support Article 13 - APPROPRIATE THE FY2024 SEWER ENTERPRISE FUND BUDGET in the Annual Town Meeting Warrant.
Second: Ms. Frail. Unanimously approved 5-0.

Article 14 - APPROPRIATE THE FY2024 WATER ENTERPRISE FUND BUDGET
Motion by Ms. Frail that the Select Board vote to support Article 14 - APPROPRIATE THE FY2024 WATER ENTERPRISE FUND BUDGET in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 15 - AUTHORIZATION TO EXPEND STATE FUNDS FOR PUBLIC WAYS
Motion by Ms. Frail that the Select Board vote to support Article 15 - AUTHORIZATION TO EXPEND STATE FUNDS FOR PUBLIC WAYS in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 16 - SET THE ANNUAL DEPARTMENT REVOLVING FUND SPENDING LIMITS
Motion by Ms. Frail that the Select Board vote to support Article 16 - SET THE ANNUAL DEPARTMENT REVOLVING FUND SPENDING LIMITS in the Annual Town Meeting Warrant.

Second: Mr. Nelson. Approved 4-0-1. Ms. Dowd abstained.

Article 17 - AMEND ZONING BY-LAW - ACCESSORY 3 - CAR GARAGE USE IN SINGLE RESIDENCE B, GENERAL RESIDENCE, BUSINESS, AND INDUSTRIAL DISTRICTS

Motion by Mr. Keane that the Select Board vote not to support Article 17 - AMEND ZONING BY-LAW - ACCESSORY 3 - CAR GARAGE USE IN SINGLE RESIDENCE B, GENERAL RESIDENCE, BUSINESS, AND INDUSTRIAL DISTRICTS in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Approved 4-1. Ms. Cooley voted nay.

Article 18 - AMEND ZONING BY-LAW - ACCESSORY DWELLING UNITS (ADU'S)

Motion by Mr. Keane that the Select Board vote to support Article 18 - AMEND ZONING BY-LAW - ACCESSORY DWELLING UNITS (ADU'S) in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 19 - AMEND ZONING BY-LAW CORRECTIVE ZONING AMENDMENTS

Motion by Mr. Keane that the Select Board vote to support Article 19 - AMEND ZONING BY-LAW CORRECTIVE ZONING AMENDMENTS in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 20 - AMEND ZONING BY-LAW - SINGLE RESIDENCE B AND GENERAL RESIDENCE SIDE SETBACK

Motion by Ms. Frail that the Select Board vote to support Article 20 - AMEND ZONING BY-LAW - SINGLE RESIDENCE B AND GENERAL RESIDENCE SIDE SETBACK in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 21 - APPROPRIATE TO COMMUNITY PRESERVATION FUND

Motion by Ms. Frail that the Select Board vote to support Article 21 - APPROPRIATE TO COMMUNITY PRESERVATION FUND in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 22 - APPROPRIATE TO COMMUNITY PRESERVATION FUND SUPPLEMENT

Motion by Mr. Nelson that the Select Board vote to support Article 22 - APPROPRIATE TO COMMUNITY PRESERVATION FUND SUPPLEMENT in the Annual Town Meeting Warrant.
Second: Ms. Frail. Unanimously approved 5-0.

Article 23 - APPROPRIATE FOR NEEDHAM HOUSING AUTHORITY SEABEDS COOK PRESERVATION

Motion by Ms. Frail that the Select Board vote to support Article 23 - APPROPRIATE FOR NEEDHAM HOUSING AUTHORITY SEABEDS COOK PRESERVATION in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 24 - APPROPRIATE FOR DEFAZIO PLAYGROUND DESIGN

Motion by Mr. Nelson that the Select Board vote to support Article 24 - APPROPRIATE FOR DEFAZIO PLAYGROUND DESIGN in the Annual Town Meeting Warrant.
Second: Ms. Frail. Unanimously approved 5-0.

Article 25 - APPROPRIATE FOR GENERAL FUND CASH CAPITAL

Motion by Ms. Frail that the Select Board vote to support Article 25 - APPROPRIATE FOR GENERAL FUND CASH CAPITAL in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Approved 4-0-1. Ms. Dowd recused herself.

Article 26 - APPROPRIATE FOR FIRE LADDER TRUCK

Motion by Ms. Dowd that the Select Board vote to support Article 26 - APPROPRIATE FOR FIRE LADDER TRUCK in the Annual Town Meeting Warrant.
Second: Mr. Keane. Unanimously approved 5-0.

Article 27 - APPROPRIATE FOR ROOFTOP UNIT REPLACEMENT

Motion by Mr. Nelson that the Select Board vote to support Article 27 - APPROPRIATE FOR ROOFTOP UNIT REPLACEMENT in the Annual Town Meeting Warrant.
Second: Mr. Keane. Approved 4-0-1. Ms. Dowd recused herself.

Article 28 - APPROPRIATE FOR QUIET ZONE

Motion by Mr. Nelson that the Select Board vote to support Article 28 - APPROPRIATE FOR QUIET ZONE in the Annual Town Meeting Warrant.
Second: Ms. Frail. Unanimously approved 5-0.

Article 29 - APPROPRIATE FOR PUBLIC WORKS INFRASTRUCTURE

Motion by Ms. Frail that the Select Board vote to support Article 29 - APPROPRIATE FOR PUBLIC WORKS INFRASTRUCTURE in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 30 - APPROPRIATE FOR SEWER ENTERPRISE FUND CASH CAPITAL

Motion by Mr. Keane that the Select Board vote to support Article 30 - APPROPRIATE FOR SEWER ENTERPRISE FUND CASH CAPITAL in the Annual Town Meeting Warrant.
Second: Ms. Frail. Unanimously approved 5-0.

Article 31 - APPROPRIATE FOR WATER ENTERPRISE FUND CASH CAPITAL
Motion by Ms. Frail that the Select Board vote to support Article 31 - APPROPRIATE FOR WATER ENTERPRISE FUND CASH CAPITAL in the Annual Town Meeting Warrant.
Second: Mr. Keane. Unanimously approved 5-0.

Article 32 - APPROPRIATE FOR WATER SYSTEM DISTRIBUTION IMPROVEMENTS - SOUTH STREET
Motion by Ms. Frail that the Select Board vote to support Article 32 - APPROPRIATE FOR WATER SYSTEM DISTRIBUTION IMPROVEMENTS - SOUTH STREET in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 33 - RESCIND DEBT AUTHORIZATION
Motion by Ms. Frail that the Select Board vote to support Article 33 - RESCIND DEBT AUTHORIZATION in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Approved 4-0-1. Ms. Dowd abstained.

Article 34 - APPROPRIATE TO ATHLETIC FACILITY IMPROVEMENT FUND
Motion by Mr. Nelson that the Select Board vote to support Article 34 - APPROPRIATE TO ATHLETIC FACILITY IMPROVEMENT FUND in the Annual Town Meeting Warrant.
Second: Ms. Frail. Unanimously approved 5-0.

Article 35 - STORMWATER STABILIZATION FUND
Motion by Ms. Frail that the Select Board vote to support Article 35 - STORMWATER STABILIZATION FUND in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 36 - Town Hall Saturday Hours - Defer.

Article 37 - AMEND GENERAL BY-LAWS - NON-CRIMINAL DISPOSITIONS
Motion by Ms. Frail that the Select Board vote to support Article 37 - AMEND GENERAL BY-LAWS - NON-CRIMINAL DISPOSITIONS in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 38 - AMEND GENERAL BY-LAWS - TRANSPORTATION COMMITTEE
Motion by Mr. Keane that the Select Board vote to support Article 38 - AMEND GENERAL BY-LAWS - TRANSPORTATION COMMITTEE in the Annual Town Meeting Warrant.
Second: Ms. Frail. Unanimously approved 5-0.

Article 39 - CITIZENS PETITION
Motion by Mr. Keane that the Select Board vote to support Article 39 - CITIZENS PETITION in the Annual Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 40 - Omnibus

SPECIAL TOWN MEETING WARRANT

Article 1 - FUND COLLECTIVE BARGAINING AGREEMENT - NEEDHAM FIRE UNION
Motion by Mr. Keane that the Select Board vote to support Article 1 - FUND COLLECTIVE BARGAINING AGREEMENT - NEEDHAM FIRE UNION in the Special Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 2 - HOME RULE PETITION TO EXEMPT FIRE DEPARTMENT FROM CIVIL SERVICE
Motion by Ms. Frail that the Select Board vote to support Article 2 - HOME RULE PETITION TO EXEMPT FIRE DEPARTMENT FROM CIVIL SERVICE in the Special Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 3 - AMEND THE FY2023 OPERATING BUDGET - Defer.

Article 4 - APPROPRIATE TO CAPITAL IMPROVEMENT FUND - Defer.

Article 5 - APPROPRIATE TO CAPITAL FACILITY FUND - Defer.

Article 6 - APPROPRIATE TO ATHLETIC FACILITY IMPROVEMENT FUND - Defer.

Article 7 - APPROPRIATE TO DEBT SERVICE STABILIZATION FUND - Defer.

Article 8 - AMEND TOWN CHARTER - PERSONNEL BOARD
Motion by Mr. Keane that the Select Board vote to support Article 8 - AMEND TOWN CHARTER - PERSONNEL BOARD in the Special Town Meeting Warrant.

Second: Ms. Dowd. Unanimously approved 5-0.

Article 9 - AMEND GENERAL BY-LAW - PERSONNEL BOARD
Motion by Mr. Nelson that the Select Board vote to support Article 9 - AMEND GENERAL BY-LAW - PERSONNEL BOARD in the Special Town Meeting Warrant.
Second: Ms. Frail. Unanimously approved 5-0.

Article 10 - PUBLIC, EDUCATIONAL, AND GOVERNMENT (PEG) ACCESS AND CABLE RELATED FUND ACCEPTANCE
Motion by Ms. Frail that the Select Board vote to support Article 10 - PUBLIC, EDUCATIONAL, AND GOVERNMENT (PEG) ACCESS AND CABLE RELATED FUND ACCEPTANCE in the Special Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 11 - APPROPRIATE FOR PUBLIC, EDUCATIONAL, AND GOVERNMENT (PEG) PROGRAMMING
Motion by Ms. Frail that the Select Board vote to support Article 11 - APPROPRIATE FOR PUBLIC, EDUCATIONAL, AND GOVERNMENT (PEG) PROGRAMMING in the Special Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 12 - ESTABLISH OPIOID SETTLEMENT STABILIZATION FUND
Motion by Ms. Frail that the Select Board vote to support Article 12 - ESTABLISH OPIOID SETTLEMENT STABILIZATION FUND in the Special Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

Article 13 - APPROPRIATE TO OPIOID SETTLEMENT STABILIZATION FUND
Motion by Ms. Frail that the Select Board vote to support Article 13 - APPROPRIATE TO OPIOID SETTLEMENT STABILIZATION FUND in the Special Town Meeting Warrant.
Second: Mr. Nelson. Unanimously approved 5-0.

5. Town Manager Report
Ms. Fitzpatrick identified Tuesday, May 9, 2023 for the Select Board to hold a hearing for applicants interested in the new all alcohol license (ballot question #2 on the town election held April 11, 2023).

8:45 p.m. Board Discussion:

1. Open Meeting Law Complaint
Ms. Cooley said the Select Board received an Open Meeting Law complaint on April 23, 2023 from Mr. Joseph Abruzese, 30 Bridle Trail Road alleging the Select Board improperly discussed the Development Agreement for the Foster property outside of an open meeting. It was also alleged the Select Board failed to

adequately discuss the Agreement, including a letter dated February 20, 2023 from Dan Hill, attorney, as well as failure to post attorney Hill's letter on the Town's website.

Ms. Cooley said the Select Board denies the Open Meeting Law complaint, noting that when the Select Board met on February 28, 2023 it had received the Agreement the day before the meeting. She stated the Select Board knew, generally, what was going to be in the Agreement noting a sample Development Agreement was given at Town Meeting and that the Board continually stated the shape of the deal did not change while going through the process from fall 2022 to February 2023. Ms. Cooley also said attorney Hill's letter arrived on the day of the Select Board meeting and the Board agreed to defer a vote so everyone on the Board would have time to review all documentation. Ms. Cooley said when the Select Board met again, some discussion was had before voting to approve the Development Agreement. She said the Development Agreement currently remains unsigned. Ms. Cooley stated the Select Board acknowledged on February 28, 2023 and on March 6, 2023 that it had received and considered attorney Hill's letter. She said the letter included some suggestions which were inactionable based on negotiations. She reiterated a vote was taken and the issue moved forward.

Ms. Cooley said the complaint requests the release of the Executive Session minutes held on a series of dates under Exception 6 to discuss the Town's acquisition of some or all of the Castle Farm property along Charles River Street. She noted the resulting Development Agreement and Purchase and Sale Agreement with Northland Residential saying a binding P&S and signed Development Agreement is lacking, so release of the minutes would be detrimental to the negotiating position and defeat the purpose of the Executive Session.

Ms. Cooley said the Select Board remains hopeful negotiations will continue and that a Purchase and Sale Agreement will be agreed to between parties. She reiterated there is currently no reason to release minutes. Ms. Cooley clarified attorney Hill's letter was not published on the Town's website, noting there is no requirement under the Open Meeting Law for the Select Board to publish documents that it chooses not to publish. She said there is also an allegation the Select Board violated the Open Meeting Law by not publishing the Development Agreement "soon enough" for people to review. She stated there is no requirement under the Open Meeting Law that packets be published on Town websites. Ms. Cooley said the fact that the Town publishes packets at all is a service given to Town members, but not an obligation under the Open Meeting Law. Ms. Cooley said, at this point, the Select Board would like Christopher Heep, Town Counsel to respond to the complaint on its behalf, documenting the request and that the Select Board does not see a violation of the Open Meeting Law based on its understanding of the facts.

Motion by Ms. Frail that the Select Board authorize Town Counsel to prepare and submit a response to the Open Meeting Law complaint.

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

2. Ballot Questions

Ms. Cooley thanked Needham voters for passage of both ballot questions at the April 11, 2023 Town election. She thanked Dan Matthews, former Select Board member and current Town Meeting Member for his efforts in getting voters to pass question #1 "Shall the Town of Needham Remove the Chief of Police and Police Department from Civil Service?"

Ms. Cooley commented on the passage of ballot question #2 "Shall the Town of Needham grant additional licenses for the Sale of all alcoholic beverages?" She noted comments from the Board of Health are appreciated and will be considered as the Town moves forward.

3. Committee Reports

Ms. Frail reported the Active Recreation Assets Working Group met last week and held a public hearing on draft regulations. She noted the draft recommendations changed prior to the hearing, and the location of a new skate park moved to the quarry area at Claxton Field from Cricket Field. She noted other amenities previously recommended for Claxton Field include pickleball courts. She said a meeting will be held to finalize the regulations so the Town can move forward with these projects.

8:56 p.m. Adjourn:

Motion by Ms. Frail that the Select Board vote to adjourn the Select Board meeting of Wednesday, April 12, 2023.
Second: Mr. Nelson. Unanimously approved 5-0.

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

The next Select Board meeting is scheduled for Tuesday, April 25, 2023.

Town of Needham
Select Board
Minutes for Tuesday, February 14, 2023
Select Board's Chamber
and
Via ZOOM
https://us02web.zoom.us/j/82637253545

6:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Marianne Cooley. Those present were Kevin Keane, Heidi Frail, and Matthew Borrelli. Mr. Nelson was not in attendance. Kate Fitzpatrick, Town Manager, Dave Davison, ATM/Finance, Myles Tucker, Support Services Manager, Kristin Scoble, Administrative Specialist, and Mary Hunt, Recording Secretary were also in attendance.

6:00 p.m. Ms. Cooley read a statement saying a settlement agreement between the Town and Mr. Marvin Henry was reached today. She acknowledged Mr. Henry, as part of the settlement agreement, received monetary compensation. She noted the details of the settlement are confidential.

6:03 p.m. Public Comment Period:
Michael Miller, 12 High Street, Needham, explained he moved to a rental property in Needham in October 2021. He commented on the tenant/landlord situation he is facing, noting his disappointment with the Town when he has reached out for help. He said he is a taxpayer of Needham, and it is negligent of the town that he has not received attention to his request for help with the heat and hot water situation at the rental property. Ms. Cooley said the Board will look into the matter.

6:12 p.m. Introduce Veronica Harvey:
Dave Davison, Director of Finance/ATM introduced Veronica Harvey, the new Treasurer/Collector for the Town. He gave a brief overview of Ms. Harvey's knowledge and education in the field of accounting, local government, taxation, and business information systems.

Ms. Harvey stated it has been a busy time since starting with the Town while getting to know her colleagues, processes, and procedures. She commented it has been a challenging, fulfilling time, and looks forward to continuing her work for the residents of Needham.

The Board welcomed Ms. Harvey to Needham and wished her well in her new position.

6:15 p.m. Recognition of Edward Olsen Recipient of 2023 Sports Turf Manager of the Year for the New England Sports Turf Management Association:
Cary's Lustig, Director of Public Works and Edward Olsen, Parks and Forestry Superintendent spoke with the Board regarding the Sports Turf Manager of the

Year awarded to Mr. Olsen. This award recognizes a Sports Turf Manager currently working in New England who has made a significant contribution (local, regional and/or national) to the sports turf industry. Criteria for contribution is multi-faceted and might include successful management or maintenance practices, creative staffing or budgeting strategies, successful partnerships, technical improvements, improvements in safety and/or environmental stewardship.

Ms. Lustig commented Mr. Olsen is responsible for the quality playing fields and beautification of Needham. She said Mr. Olsen also received an award from the American Public Works Association in 2020, noting both awards show Mr. Olsen's commitment and dedication to his profession and to the Town.

The Board said both awards are well deserved and thanked Mr. Olsen for his work in beautifying Needham.

Mr. Olsen thanked the Board, stating he is surrounded by good people from the top down, who all work well together.

6:22 p.m Human Resources Recruitment Video Presentation:
Cyndi Roy Gonzalez, Public Information Officer spoke with the Board, stating as part of the Town's efforts to find new ways to recruit and retain employees, a video was created that can be used to attract new talent to Needham. The video can be shared on multiple platforms and venues and will be posted to the Town's website, LinkedIn and YouTube pages. She thanked the employees who took part in the video, as well as Marc Mandel, Executive Director of the Needham Channel.

The Board viewed the recruitment video presentation.

Ms. Cooley thanked Ms. Roy Gonzalez for her work, noting Ms. Roy Gonzalez will be leaving her position to work with "Girls on the Run," a personal passion. Ms. Cooley said Ms. Roy Gonzalez has been a critical part of the team in getting information to residents.

Ms. Fitzpatrick thanked Ms. Roy Gonzalez for her work to create the Needham newsletter and in overhauling the website. She said she has laid the foundation for her replacement.

Mr. Borrelli said Ms. Roy Gonzalez has been a tremendous asset to the Town, especially during the pandemic. He thanked her for her work.

Mr. Keane thanked Ms. Roy Gonzalez for her work, saying she will be missed.

Ms. Frail said Ms. Roy Gonzalez is a cheerleader of others and wished her the best in her new role.

6:34 p.m. Public Hearing: Grant of Location - 311 Charles River Street

Joanne Callendar, Eversource Energy representative, spoke with the Board via Zoom regarding its requests for permission to install approximately 13 feet of conduit in Charles River Street. This work is necessary to provide underground service to 311 Charles River Street, Needham.

Ms. Fitzpatrick indicated all paperwork is in order.

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

Motion by Mr. Borrelli that the Select Board approve and sign a petition from Eversource Energy to install approximately 13 feet of conduit in Charles River Street. This work is necessary to provide underground service to 311 Charles River Street, Needham.
Second: Ms. Frail. Unanimously approved 4-0.

6:35 p.m. Public Hearing: Grant of Location - 94 Brookside Road

Joanne Callendar, Eversource Energy representative, spoke with the Board via Zoom regarding its requests for permission to install approximately 15 feet of conduit in Charles River Street. This work is necessary to provide underground service to 94 Brookside Road, Needham.

Ms. Fitzpatrick indicated all paperwork is in order.

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

Motion by Mr. Borrelli that the Select Board approve and sign a petition from Eversource Energy to install approximately 15 feet of conduit in Brookside Road. This work is necessary to provide underground service to 94 Brookside Road, Needham.
Second: Mr. Keane. Unanimously approved 4-0.

6:36 p.m. Public Hearing: Grant of Location - 78 Brookside Road

Joanne Callendar, Eversource Energy representative and Mark Harding, Hoffer Construction, spoke with the Board via Zoom regarding its request for permission to install approximately 11 feet of conduit in Brookside Road. This work is necessary to provide underground service to 78 Brookside Road, Needham.

Ms. Fitzpatrick told the Select Board work had been done prior to the public hearing Grant of Location.

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

Ms. Cooley explained to Mr. Harding it is important a public hearing be held prior to the start of any digging on a project. She stated there are cases where a neighbor or trees are impacted, and that it is important people have the ability to weigh in on a project before work commences.

Motion by Mr. Borrelli that the Select Board approve and sign a petition from Eversource Energy to install approximately 11 feet of conduit in Brookside Road. This work is necessary to provide underground service to 78 Brookside Road, Needham.
Second: Mr. Keane. Unanimously approved 4-0.

6:38 p.m. Appointments and Consent Agenda:

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

APPOINTMENTS:

1. **Matthew Zollner Water and Sewer Rate Structure Committee Term Exp: 6/30/2024**
2. **Moe Handel Single Parcel Historic District Study Committee Term Exp: 6/30/2026**
3. **Gloria Greis Single Parcel Historic District Study Committee Term Exp: 6/30/2026**
4. **Don Lankiewicz Single Parcel Historic District Study Committee Term Exp: 6/30/2026**

CONSENT AGENDA

1. **Approve minutes of January 10, 2023 (open session), January 24, 2023 (open session).**
2. **Approve a Mobile Food Vendor License for Cousins Maine Lobster to vend year- round, once weekly on Tuesdays during permitted hours in permitted Mobile Food Vendor spaces on First Street between A and B Streets.**
3. **Accept the Needham Commission on Disabilities approved grant request of $480 for the Needham Community Council to purchase (3) three lightweight wheelchairs.**
4. **Approve a request from Jill Barber, Membership Director from the Charles River YMCA to hold the annual Independence Day 5K race in Needham. The event is scheduled for Tuesday, July 4, 2023. The event and route have been approved by the following departments: Fire, Police, DPW, Park & Recreation.**
5. **Approve the proposed schedule of penalties for alcohol compliance check failures for the following license holders: Bertucci's Restaurants, LLC d/b/a Bertucci's, Ceed Corp d/b/a Cook Needham, Capella LLC d/b/a Cappella, Pancho's Taqueria Needham, LLC d/b/a Pancho's Taqueria, French Press LLC d/b/a French Press Bakery Café, PM Story Corp d/b/a Little Spoon, Needham Lending Company, LLC d/b/a Sheraton Needham Hotel, Lianos Liquors LLC, d/b/a Needham Center Fine Wines and Spirits, and Reveler Beverage Company LLC, d/b/a Reveler Beverage.**
6. **Accept the following donation made to the Needham Public Health Division - Domestic Violence Action Committee; $200 from Jonathan and Jane Migdol.**
7. **Accept the following donation made to the Needham Community Revitalization Trust Fund: $50 from Kate Carter.**
8. **Approve a request from the Exchange Club of Needham to sponsor 4th of July fireworks and festivities on Monday, July 3, 2023, and a road race, flag raising, and parade on Tuesday, July 4, 2023. Coordination of all activities will be made with appropriate Town Departments.**

9. **Accept the following donation made to the Youth & Family Services Department; $250 from the Forde Family.**
10. **Grant permission for the following residents to hold block parties:**

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Celia Carboni	**42 Greenwood Avenue**	**Greenwood Avenue**	**7/15/23**	**7/16/23**	**4pm-11pm**

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

6:38 p.m. Public Hearing: Alteration of Premises for an All-Alcohol License in a Restaurant - Henry Hospitality Inc. d/b/a The James and Public Hearing: Outdoor Dining License - Henry Hospitality, Inc., d/b/a The James

Ms. Cooley said Stuart Henry, Manager for the restaurant is unable to attend tonight's hearings. She asked for a continuance of both public hearings to February 28, 2023.

Motion by Mr. Borrelli that the Select Board vote to continue Public Hearing: Alteration of Premises for an All-Alcohol License in a Restaurant - Henry Hospitality Inc. d/b/a The James to Tuesday, February 28, 2023.
Second: Mr. Keane. Unanimously approved 4-0.

Motion by Mr. Borrelli that the Select Board vote to continue Public Hearing: Outdoor Dining License – Henry Hospitality Inc d/b/a The James to Tuesday, February 28, 2023.
Second: Mr. Keane. Unanimously approved 4-0.

6:40 p.m. Public Hearing Relative to the Suspended Alcohol License - Poet King, LLC d/b/a The Hungry Coyote, 1185 Highland Avenue, Needham:
Nezahualcoyotl Leon, LLC Manager, Leona Leon, Manager of Record, and Michael Magerer, Applicant Counsel met to discuss with the Select Board proposed action to seek relief from the indefinite suspension of its Section 12 All Alcohol liquor license, as order by the Board in its Suspension Decision dated January 14, 2022. Specifically, the licensee wishes for the Board to consider whether it has submitted sufficient documentation supporting Leona Leon's ability to hold the position of Manager of Record for the aforementioned license, in accordance with Board's suspension order, and for the Board to consider lifting the suspension.

Mr. Leon stated the intention is for Ms. Leon to hold the position of Manager of Record for the Hungry Coyote once the alcohol license is reinstated. He said he and Ms. Leon are both TIPS certified.

Discussion ensued on the current employment status of Ms. Leon at the restaurant, the accuracy of signed documentation submitted to the town, and Ms. Leon's desire and willingness at this time to be the Manager of Record.

Ms. Frail expressed concern that in order to consider whether or not the Select Board return the license to Mr. Leon, he would have a Manager of Record. She said it seems the request is for the Select Board to return the license so that a Manager of Record can be hired, noting that is not the correct order according to the paperwork submitted. She reiterated the documentation must match.

Mr. Borrelli said things have turned around at the restaurant. He noted however, the restaurant stayed open after the suspension, which is a violation. He asked Mr. Leon, "what is different now?" noting trust is everything and it is a tremendous responsibility to hold a license. He said the situation was very difficult and many people were put in bad positions.

Mr. Leon commented on the actions of the Health Department, noting he has been in business 25 years in Massachusetts, and no one has ever become sick from eating his food. He said the Health Department is supposed to help restaurants become better, not put them in a position to have to defend oneself.

Ms. Leon commented she will be at the restaurant, is TIPS certified, and will make sure everything goes well. Mr. Leon said he hired a food safety program, and he has been working with the Health Department every month, to meet required standards. He said the relationship with the Health Department is good now. He said the restaurant will be divided by a curtain with the bar area (21+ or with a parent) and dining area.

Mr. Leon acknowledged his mistakes made a year ago, noting he was the reason the restaurant stayed open after the suspension order.

Ms. Cooley questioned Mr. Leon, noting at the time of the suspension he chose to stay open and serve alcohol, which was in violation of the order. She noted there are benefits to having a liquor license and requirements in order to preserve and maintain those benefits. Ms. Cooley said she is still uncomfortable with the request and recommended the Select Board find that Poet King, LLC d/b/a/ Hungry Coyote has not submitted sufficient documentation to support Leona Leon's ability to hold the position of licensed manager.

Discussion ensued that the burden is on the applicant to provide supporting documentation that Ms. Leon has the ability to hold the position as licensed manager or to provide a substitute manager that the Board could approve.

Attorney Magerer said he understands what documentation is needed, and that he will help Mr. Leon with paperwork to satisfy the Select Board in order to give a

favorable review and give the Leon's a second chance to responsibly operate the bar portion of the business.

Mr. Borrelli said he is not looking to punish the restaurant. He said if the TIPS certification, floor plan of the restaurant, and documentation describing Ms. Leon's responsibilities at the restaurant are in order, then he would be open to considering returning the liquor license to Mr. Leon.

Attorney Magerer asked the Board to continue the public hearing to allow time to gather information and amend the application.

Ms. Cooley suggested the entire application, including ABCC Amendment Application for Change of Officers and Change of Stock Interest - Poet King, LLC d/b/a Hungry Coyote, must consider whether the applicant is being clear and transparent with the Select Board about the structure and operation of the restaurant.

Motion by Mr. Borrelli that the Select Board vote to continue Public Hearing Relative to the Suspended Alcohol License - Poet King, LLC d/b/a The Hungry Coyote, 1185 Highland Avenue, Needham to Tuesday, March 14, 2023 at 6 p.m.
Second: Ms. Frail. Unanimously approved 4-0.

Motion by Mr. Borrelli that the Select Board vote to continue Public Hearing: ABCC Amendment Application for Change of Officers and Change of Stock Interest - Poet King, LLC d/b/a The Hungry Coyote to Tuesday, March 14, 2023 at 6 p.m.
Second: Ms. Frail. Unanimously approved 4-0.

7:15 p.m. Town Manager:
Kate Fitzpatrick, Town Manager spoke with the Board regarding three items:

1. Accept and Refer Zoning
Ms. Fitzpatrick told the Select Board that the Planning Board, at its meeting of February 7, 2023, voted to place the following articles on the warrant for the 2023 Annual Town Meeting Warrant: (1) Amend Zoning By-Law – Accessory 3-Car Garage Use in Single Residence B, General Residence, Business and Industrial Districts; (2) Amend Zoning By-Law – Accessory Dwelling Units (ADUs); (3) Amend Zoning By-Law – Corrective Zoning Amendments; and (4) Amend Zoning By-Law – Single Residence B and General Residence Side Setback.

Under State law, the Select Board has 14 days to accept the proposed amendments and refer them to the Planning Board for its review, hearing, and report. The Board's action in this matter is not discretionary. The Planning Board plans to schedule the public hearing on the article for Tuesday, March 7, 2023.

Motion by Mr. Borrelli that the Select Board vote to accept the proposed zoning articles: 1) Amend Zoning By-Law – Accessory 3-Car Garage Use in Single Residence B, General Residence, Business and Industrial Districts; (2) Amend Zoning By-Law – Accessory Dwelling Units (ADUs); (3) Amend Zoning By-Law – Corrective Zoning Amendments; and (4) Amend Zoning By-Law – Single Residence B and General Residence Side Setback for referral to the Planning Board for its review, hearing, and report.
Second: Mr. Keane. Unanimously approved 4-0.

Ms. Cooley noted this is a ministerial act of the Select Board, and passage does not indicate any approval. It allows the Planning Board the opportunity to hold public hearings on each amendment and gather public input on proposed zoning changes.

2. Close Annual Town Meeting
Ms. Fitzpatrick recommended the Select Board vote to close the warrant for the 2023 Annual Town Meeting. She reviewed several items in the warrant including Human Resources Fellowship Program, Outside Recruitment Services, Temporary Staffing Services, Town-Owned Land Surveys, Opioid Recovery & Mitigation Funds, and Fleet Refurbishment, among other items.

Motion by Mr. Keane that the Select Board vote to close the warrant for the 2023 Annual Town Meeting subject to minor technical corrections to be made by the Town Manager, Town Counsel and Bond Counsel.
Second: Mr. Borrelli. Unanimously approved 4-0.

3. Town Manager Report
Ms. Fitzpatrick reported the Select Board will meet with many stakeholder boards tomorrow, February 15, 2023 to talk about the Claxton Field project and its status.

7:45 p.m. Board Discussion:

1. Removal of the Police Department from Civil Service Ballot Question
Ms. Cooley said the Town and the Police Unions reached agreement on a plan to remove the Town from the Civil Service hiring system. The 2023 Annual Town Meeting approved a home rule petition to seek legislative approval to exit the system. The Legislature has not acted on this petition. Because the Town of Needham elected to participate in the Civil Service program by way of the vote of the residents at the ballot, the Town may exit the Civil Service system in that manner. Given the urgent need to recruit qualified applicants for the role of police officer the Town Manager and the Chief of Police recommend that the Board proceed to seeking approval of this initiative by voters.

Motion by Mr. Borrelli that the Board vote to place the following question on the ballot for the 2023 Annual Town Election. Shall the acceptance by the Town of Needham of Chapter 39 of the Acts of 1924, entitled "An Act placing the chief of police and members of the police department of the Town of Needham under civil service," be revoked? YES ____ NO ____

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

Ms. Fitzpatrick noted the Chief of Police will be at the next Select Board meeting on Tuesday, February 28, 2023 to discuss the Annual Report, and it may be an opportunity for the Chief to provide more information regarding the ballot question.

2. Sale of Alcohol Ballot Question

Ms. Cooley reminded the Select Board that the October 25, 2021 Special Town Meeting under Article 10 approved a Home Rule Petition seeking to increase the total number of allowed package alcohol licenses in Needham, from the reduced quota set under the Town's current special legislation (Chapter 207 of the Acts of 2012) to the number allowed by G.L. Ch. 138 section 17. This change would require approval by the Town's voters. The petition was approved by Chapter 203 of the Acts of 2022 (August 30, 2022). She said approval by the voters of the Town is required for the measure to take effect.

Motion by Mr. Borrelli that the Select Board vote to place the following question on the ballot for the 2023 Annual Town Election. "Shall an act passed by the General Court in the year 2022, entitled 'An Act authorizing the Town of Needham to grant additional licenses for the sale of all alcoholic beverages not to be drunk on the premises' be accepted?" YES____ NO____
Second: Mr. Keane. Unanimously approved 4-0.

3. Committee Reports

Mr. Keane reported the Climate Action Committee met and that it looks forward to hiring a Sustainability Coordinator in the future. He said other items discussed were greenhouse gasses and Muni Aggregation. Ms. Cooley said bids have been received from consultants and that interviews will take place next week. Mr. Keane said the committee is also trying to promote other events including test driving an electric vehicle and how to read your electric bill.

Ms. Frail reported the Active Recreation Asset Working Group held a public hearing to gather feedback on proposed recreational activities and infrastructure. She said the meeting was well attended and there were many good ideas and comments: i.e. dog parks, skate parks, pickleball courts, and more. She said additional comments can be sent to otm@needhamma.gov. She commented on an inventory of potential sites where amenities could be located that will be discussed at the next Active Recreation Asset Working Group meeting.

Ms. Frail also reported a meeting regarding the Select Board Code of Conduct had active public participation, noting staff put together a terrific document. She said the next meeting is scheduled for, February 15, 2023. Ms. Cooley stated the Select Board will discuss the Code of Conduct at an upcoming Select Board meeting.

8:15 p.m Executive Session: Exception 3 – to discuss potential litigation to be filed on behalf of multiple Massachusetts cities and towns concerning changes to Massachusetts Water Resources Management Program regulations.

Motion by Mr. Borrelli that the Select Board vote to enter Executive Session under Exception 3 - Potential Litigation to discuss potential litigation to be filed on behalf of multiple Massachusetts cities and towns concerning changes to Massachusetts Water Resources Management Program regulations.

Not to return to open session prior to adjournment.

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

Note: The executive session portion of the meeting ended at 8:30 p.m.

A list of all documents used at this Select Board meeting is available at:

http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID

The next Select Board meeting is scheduled for Tuesday, February 28, 2023.

TOWN OF NEEDHAM
Town Hall
1471 Highland Avenue
Needham, MA 02492-2669

Office of the
Select Board

Telephone: (781) 455-7500
Email: SelectBoard@NeedhamMA.gov

January 14, 2022

Leona Leon, Manager
Poet King Restaurant Group, LLC d/b/a Hungry Coyote
1185 Highland Avenue
Needham, MA 02492

Matthew A. Saiia, Owner
Leona Leon, Manager
Poet King Restaurant Group, LLC d/b/a Hungry Coyote
838 Great Plain Avenue
Needham, MA 02492

Re: Notice of Decision - Poet King Restaurant Group, LLC d/b/a Hungry Coyote
1185 Highland Avenue, Needham MA

Dear Ms. Leon and Mr. Saiia,

On January 11, 2022, after providing you with written notice, the Town of Needham Select Board held a hearing pursuant to M.G.L. c.138, §§23 and 64 on whether to modify, suspend or revoke the All Alcohol License issued to Poet King Restaurant Group, LLC d/b/a Hungry Coyote, 1185 Highland Avenue. The Select Board held this hearing for the purpose of considering whether the Licensee had violated:

- 205 CMR 2.05(2): Permitting an illegality to occur on the premises, to wit, failure to comply with the Summary Suspension Order of the Town of Needham Public Health Division dated December 31, 2021;

- 205 CMR 2.05(8): Maintaining the premises in an unsanitary manner, as detailed in the Summary Suspension Order of the Town of Needham Public Health Division dated December 31, 2021; and

- M.G.L. c.138, §12: Operating without a licensed manager or appointing a new licensed manager without the approval of the Select Board.

At the conclusion of the hearing, the Select Board voted to **SUSPEND** the license. The Findings and the Decision of the Select Board are set forth below.

FINDINGS
Based upon the evidence presented at the hearing held on January 11, 2022, the Select Board makes the following findings of fact:

1. On April 10, 2019, the Select Board voted to approve the application for a new liquor license for the sale of all alcoholic beverages in restaurants pursuant to M.G.L. c.138, §12 to Poet King Restaurant Group, LLC d/b/a Hungry Coyote, 1185 Highland Avenue, Needham. The application listed Leona Leon as the Licensed Manager. See 2019 Application, attached as **Exhibit A**. The Board's vote approving the application expressly stated that Ms. Leon would serve as the Licensed Manager. See April 10, 2019 Select Board Minutes, attached as **Exhibit B**.

2. On April 10, 2019, the Select Board issued a Common Victualler's license to the Licensee.

3. The Licensee renewed its liquor license for calendar years 2020, 2021, and 2022. At no point did the Licensee file a change of manager application with the Select Board.

4. On August 8, 2019, the Needham Public Health Division issued Hungry Coyote its Food Establishment Permit. See 2019 Food Establishment Permit, attached as **Exhibit C**.

5. The Board of Health renewed Hungry Coyote's Food Establishment Permit for calendar years 2020 and 2021.

Unsanitary Condition

6. Timothy McDonald, the Director of Public Health, testified that between January 16, 2021 and November 24, 2021, the Public Health Division's Health Agents conducted numerous inspections of the establishment, discovering multiple of violations of applicable sanitary requirements. The record of the Select Board hearing also included a complete copy of the inspection timeline, the Public Health Division's inspection reports, and correspondence between the Public Health Division and the establishment, which are incorporated herein by reference.

7. On December 3, 2021, the Licensee agreed pursuant to a Memorandum of Understanding (the "MOU") with the Public Health Division to take certain actions to bring the establishment into compliance with applicable sanitary requirements. See Memorandum of Understanding, attached as **Exhibit D**.

8. The MOU required a deep cleaning of the restaurant. The Licensee also agreed to implement weekly cleaning logs and hire a pest control company to provide services every other week, with copies of the pest reports to be submitted to the Board of Health for review.

9. On December 9, 2021, the Health Agent reinspected the establishment. Despite the prior agreement, the Licensee was still in violation of numerous code provisions.

10. On December 27, 2021, the Health Agent conducted yet another inspection of the establishment, again discovering multiple violations. In addition, the Health Agent observed that the Licensee had failed to take the actions agreed to in the MOU.

11. Pursuant to M.G.L. c.111, §30 and 105 CMR 590.014(A), Tara E. Gurge, R.S., C.E.H.T., M.S., the Town's Assistant Public Health Director, determined that an imminent health hazard existed at Hungry Coyote and issued a Summary Suspension Order, to take effect on January 1, 2022 (the "Summary Suspension Order"). See Summary Suspension Order, attached as **Exhibit E**.

12. The Summary Suspension Order suspended the Licensee's Food Establishment Permit and ordered the Licensee to "immediately cease and desist" all operations. **Exhibit E**.

13. The Summary Suspension Order identified the following violations of the 2013 Federal Food Code and 105 CMR 590 - State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments:

    - FC 2-103.11(I) Duties of Person in Charge: The person in charge failed to ensure that employee as properly maintaining the temperatures of TCS foods during hot and cold holding through daily oversight of the employees' routine monitoring of food temperatures.
    - FC 2-103.11(N) Duties of Person in Charge: The person in charge failed to ensure that employees are properly trained in food safety, including food allergy awareness, as it relates to their assigned duties.
    - FC 3-302.11(A)(1) Raw Animal Food Separate from RTE: Food failed to be protected from cross contamination by (1) separating raw animal foods during storage preparation, holding and display from: (a) Raw RTE food including other aw animal food such as fish for sushi or molluscan shellfish or other raw RTE food such as fruits and vegetables; and (b) cooked RTE food.
    - FC 3-305.11 Food Storage: Food failed to be protected from contamination by storing: in a clean dry location; where it is not exposed to splash, dust, or other contamination; and at least 6 inches off the floor.
    - FC 3-501.16(A)(2)(B) Proper Cold Holding Temps.: Failing to maintain TCS foods at 41 degrees Fahrenheit or less, when required. Failing to store eggs that have not been treated to destroy all viable Salmonellae in a refrigerated equipment that maintains an ambient air temperature of 45 degrees Fahrenheit or less.

- FC 4-501.11 Good Repair and Proper Adjustment: Failing to maintain equipment in a state of repair and condition that meets FDA requirements. Failing to keep equipment components such as doors, seals, hinges, fasteners, and kick plates intact, tight, and adjusted in accordance with manufacturers specifications. Failing to keep cutting or piercing parts of can openers sharp to minimize the creation of metal fragments that can contaminate food when the container is open.
- 105 CMR 590.011(A) Anti-chocking procedures in food service establishments: Failing to comply with M.G.L. c.94, §305D, which requires restaurants with a certain seating capacity to have one or more employees trailed in a manual choke-saving procedure in accordance with 105 CMR 605.000.

14. The Summary Suspension Order provided that the Licensee must remain closed until such time as the Board of Health's authorized agent confirmed that all violations noted in the Order have been corrected.

15. The Summary Suspension Order also required the Licensee to take the following actions:
    - Meet all requirements contained in the MOU, including but not limited to, the items noted below:
        - The establishment must be deep-cleaned and cleaning logs must be implemented and submitted weekly.
        - Temperature logs must be implemented and submitted weekly.
        - Pest control must be contracted for services to be conducted every other week. Copies of these pest control reports must be submitted for review. (Copy of signed contract must be submitted.)
    - Must start taking sanitizer concentration/pH testing paper logs to ensure proper sanitizer concentration is set up at 3-bay sink. Logs will need to be submitted weekly.
    - Choke Saver training must be conducted, and a valid training certificate must be submitted.
    - Complete various staff training requirements.
    - Ensure all food is stored properly, protected, and in the correct order.
    - A new plan review of the establishment must be submitted Any new equipment spec sheets will need to be submitted for approval, OR if insufficient cold-holding equipment observed or if additional equipment cannot be accommodated on site, Menu items will need to be cut back in order to ensure that sufficient refrigeration is provided on site to accommodate all Menu items listed. Newly revised Menu will need to be submitted for our review/approval.
    - All previously observed violations need to be corrected as soon as possible, i.e. all refrigeration gaskets replaced, sanitizer set up correctly, proper thawing practices need to be conducted, proper datemarking, proper calibration of thermometers, proper storage of

raw food items (not mixing with ready-to-eat food items or storing raw above ready-to-eat foods), demonstrate food safety knowledge, need to ensure dumpsters on an increased pick-up schedule and areas around dumpsters are put on a more frequent cleaning schedule (need to be added to cleaning log), Bar area needs to be put on a more frequent cleaning schedule and noted on cleaning log, floor drains must be added to cleaning log and must be put on a routine cleaning schedule, need to verify proper cooling ice wands on site, etc.

Failure to Comply with Summary Suspension Order / Illegal Operation of Licensed Premises

16. On December 30, 2021, Ms. Gurge emailed the Summary Suspension Order to Francisco Mendez, the holder of the Food Establishment Permit. The email stated that Hungry Coyote would "not be allowed to open up for business **on Saturday, January 1, 2022**, due to these on-going food safety concerns." See Email from Ms. Gurge to Mr. Mendez re: Emergency Order Suspension Letter For Hungry Coyote – Starts Jan. 1, 2022 (Dec. 30, 2021), attached as **Exhibit F** (emphasis original).

17. Mr. Mendez confirmed receipt of the Summary Suspension Order on December 31, 2021. See Email from Mr. Mendez to Ms. Gurge re: Emergency Order Suspension Letter For Hungry Coyote – Starts Jan. 1, 2022 (Dec. 31, 2021), attached as **Exhibit G**.

18. Ms. Gurge posted the Summary Suspension Order on the door of the Hungry Coyote restaurant shortly before 9:00 a.m. on January 1, 2022.

19. Pursuant to 105 CMR 590.014(A)(3), the Summary Suspension Order was immediately effective once posted at the public entrance of the restaurant.

20. Notwithstanding the clear terms of the Summary Suspension Order, Hungry Coyote did not close and remained open to the public. The Licensee continued to operate without a Food Establishment Permit and in direct violation of the Summary Suspension Order.

21. On January 5, 2022, after a hearing requested by Francisco Mendez (holder of the Food Permit), the Board of Health sustained the Summary Suspension Order and, in particular, its command that the Licensee close to the public until all issues had been resolved and confirmed by the Public Health Division.

22. Ms. Leon was present during the Board of Health hearing, and admitted that the Licensee had remained open since January 1, 2022 despite the Summary Suspension Order and the Licensee's lack of a Food Establishment Permit.

23. Ms. Leon stated during the Select Board's hearing on January 11, 2022, that the Licensee remained open until the close of business on January 8,

2022, in direct violation of the Summary Suspension Order and the Board of Health's decision.

24. At all times between January 1 and close of business on January 8, 2022, Hungry Coyote served food in violation of the Summary Suspension Order, the State Sanitary Code and without a valid Food Permit.

Licensed Manager

25. Ms. Leon is listed as the licensed manager of record for the Section 12 All Alcohol license.

26. On January 5, 2022, Ms. Leon emailed Ms. Gurge, in which she stated: "You called me and I told you that I was out of work for a while but that I gave you my word that I would help [Hungry Coyote] with my service..." See Email from Leon to Gurge, (Jan. 5, 2022), attached as **Exhibit H**.

27. During the Board of Health hearing on January 5, 2022, Ms. Leon stated that she had been absent from the establishment for a period of time. In particular, Ms. Leon stated that she had started January 1st and was "back now."

28. Ms. Leon stated during the Select Board's January 11, 2022 hearing that she had not been compensated by the Licensee since March of 2020.

29. As the Licensed Manager, Ms. Leon admitted that she permitted the restaurant to remain open after the posting of the Summary Suspension Order, despite having knowledge of that Order on January 1, 2022.

30. The Licensee never informed the Select Board that it intended to change its licensed manager or that Ms. Leon would be taking a leave of absence. Nor has it submitted a Change of Manager application with the Select Board.

Corporate Documents

31. According to the Corporations Division of the Secretary of the Commonwealth's Office, Matthew Saiia is the sole listed officer of Poet King Restaurant Group, LLC.

32. Mr. Saiia was notified of the Select Board's January 11, 2022 hearing on the modification, suspension or revocation of the All Alcohol License.

33. Mr. Saiia did not attend the Select Board hearing on January 11, 2022.

34. According to the Corporations Division of the Secretary of the Commonwealth's Office, the Licensee has failed to file annual reports for 2020 and 2021. See Corporations Division information, attached as **Exhibit I**.

DECISION

After the hearing on January 11, 2022, the Needham Select Board, acting as the licensing authority, found Poet King Restaurant Group, LLC d/b/a Hungry Coyote, 1185 Highland Avenue, Needham, MA ("Hungry Coyote" or Licensee), and its licensed manager, Leona Leon, violated:

1. 205 CMR 2.05(2): Permitting an illegality to occur on the premises, to wit, failure to comply with the Summary Suspension Order of the Town of Needham Public Health Division dated December 31, 2021. This violation was continuous and ongoing beginning upon the opening of the licensed premises on Saturday January 1, 2022 and the closing of the licensed premises on Saturday January 8, 2022.

2. 205 CMR 2.05(8): Maintaining the premises in an unsanitary manner, as detailed in the Summary Suspension Order.

3. M.G.L. c.138, s.12: Operating without a licensed manager.

Pursuant to M.G.L. c.138, §§23 and 64, the Board voted to suspend the refenced license as follows:

1. Suspend the license forthwith, with the term of the suspension to run for thirty (30) days commencing when the Needham Board of Health reinstates the Licensee's Food Establishment Permit, for violating 205 CMR 2.05(2): Permitting an illegality to occur on the premises, to wit, failure to comply with the Summary Suspension Order of the Town of Needham Public Health Division dated December 31, 2021 and 205 CMR 2.05(8): Maintaining the premises in an unsanitary manner, as detailed in the Summary Suspension Order; and

2. Indefinitely suspend the license until such time as (a) the Licensee submits documentation supporting Leona Leon's ability to hold the position of License Manager, or the Licensee submits an application for a Change of Manager, and the Select Board approves the designated licensed manager in either event, and (b) the Licensee submits all required corporate filings to the Secretary of State's Corporations Division.

Provided, however, that in no case, shall the license be suspended for a period shorter than thirty (30) days from when the Needham Board of Health reinstates the Licensee's Food Establishment Permit.

The Licensee is directed to return its license to the Select Board's Office at 1471 Highland Avenue prior the resuming operations under its Food Establishment Permit. The Licensee shall post at its public entrance a notice of the suspension,

as outlined in **Exhibit J**. The liquor license will be returned at the end of the suspension period.

Sincerely,

Kate Fitzpatrick, Town Manager

Encl.

cc: Alcoholic Beverages Control Commission
Town Counsel

TOWN OF NEEDHAM
Town Hall
1471 Highland Avenue
Needham, MA 02492-2669

Office of the
Select Board

Telephone: (781) 455-7500
Email: SelectBoard@NeedhamMA.gov

January 14, 2022

NOTICE OF SUSPENSION
M.G.L. c.138, §§23 and 64

The All Alcohol License issued to Poet King Restaurant Group, LLC d/b/a Hungry Coyote, 1185 Highland Avenue, Needham is **SUSPENDED** upon the determination of the Select Board, after hearing, that the Licensee violated:

- 205 CMR 2.05(2): Permitting an illegality to occur on the premises, to wit, failure to comply with the Summary Suspension Order of the Town of Needham Public Health Division dated December 31, 2021. This violation was continuous and ongoing beginning upon the opening of the licensed premises on Saturday January 1, 2022 and the closing of the licensed premises on Saturday January 8, 2022.

- 205 CMR 2.05(8): Maintaining the premises in an unsanitary manner, as detailed in the Summary Suspension Order.

- M.G.L. c.138, s.12: Operating without a licensed manager.

Exhibit A

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make $200.00 payment here: https://www.mass.gov/epay-for-online-payments-abcc

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER ab9c22b1-f5c1-48a9-b2bd-

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

ENTITY/ LICENSEE NAME Poet King Restaurant Group, LLC

ADDRESS 838 Great Plain Ave. Needham, MA 02492

CITY/TOWN Needham **STATE** MA **ZIP CODE** 02492

For the following transactions (Check all that apply):

- [x] New License
- [ ] Transfer of License
- [ ] Change of Manager
- [ ] Change of Officers/ Directors/LLC Managers
- [ ] Change of Location
- [ ] Alteration of Licensed Premises
- [ ] Change Corporate Name
- [ ] Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- [ ] Change of Class (i.e. Annual / Seasonal)
- [ ] Change of License Type (i.e. club / restaurant)
- [ ] Change of Category (i.e. All Alcohol/Wine, Malt)
- [ ] Issuance/Transfer of Stock/New Stockholder
- [ ] Other
- [ ] Change Corporate Structure (i.e. Corp / LLC)
- [ ] Pledge of Collateral (i.e. License/Stock)
- [ ] Management/Operating Agreement
- [ ] Change of Hours
- [ ] Change of DBA

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.

FILING FEES-RETAIL	Poet King Restaurant Group LLC	$200.00
		$200.00

Total Convenience Fee: $4.70

Date Paid: 2/1/2019 9:54:38 AM EDT

Total Amount Paid: $204.70

Payment On Behalf Of

License Number or Business Name:
Poet King Restaurant Group, LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Matthew

Last Name:
Saiia

Address:
838 Great Plain Ave

City:
Needham

State:
MA

Zip Code:
02492

Email Address:
matt@poet-king.com

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

APPLICATION FOR A NEW LICENSE

Municipality: Needham

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Restaurant	All Alcoholic Beverages	Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Our authentic Mexican taqueria is seeking a licences to server a varity of Alcoholic Beverages to our patrons on premises. While offering a full bar, we will primarily serve beer, wine and authentic margaritas.

Is this license application pursuant to special legislation? ○ Yes ◉ No Chapter _____ Acts of _____

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name: Poet King Restaurant Group, LLC FEIN: 83-2150172

DBA: Hungry Coyote Manager of Record: Leona Leon

Street Address: 1185 Highland Ave. Needham, MA. 02492

Phone: 617-784-1374 Email: matt@poet-king.com

Alternative Phone: n/a Website: www.hungry-coyote.com (coming soon)

3. DESCRIPTION OF PREMISES

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

The restaurant is a single gound level unit in a 4 unit retail space. The front of the restaurant will be comprised of counter service and a seating area. Towards the back will be the bar area with limited bar seating and standing high tops.

Total Square Footage: 2,430 Number of Entrances: 2 Seating Capacity: 54

Number of Floors: 1 Number of Exits: 3 Occupancy Number: _____

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Matthew A Saiia Phone: 617-784-1374

Title: Owner Email: matt@poet-king.com

5. CORPORATE STRUCTURE

Entity Legal Structure: LLC

Date of Incorporation: Oct. 8, 2018

State of Incorporation: Massachusetts

Is the Corporation publicly traded? ○ Yes ◉ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
  On Premises (E.g.Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
  Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Matthew Saiia	838 Great Plain Ave		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	100	◉ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Additional pages attached? ○ Yes ◉ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. ○ Yes ◉ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. ○ Yes ◉ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified identified in question 6, and applicable attachments, 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 in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 6B ever been suspended, revoked or cancelled?
Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises: Lease

Landlord Name: Philnorstan Realty Limited Partnershi

Landlord Phone: 617-267-6828

Landlord Email: grant@copley-investments.com

Landlord Address: 10 Newbury St. Boston, MA 02116

Lease Beginning Date: Nov. 12, 2018

Rent per Month: $5666.66

Lease Ending Date: Nov. 12, 2023

Rent per Year: $68,000

Will the Landlord receive revenue based on percentage of alcohol sales? ○ Yes ◉ No

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	n/a
B. Purchase Price for Business Assets	~$65,000
C. Other (Please specify)	~$85,000
D. Total Cost	$150,000

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Matthew A Saiia	Initial investment of $150,000
Matthew A Saiia	Additional investment availible if needed $50,000
Total:	$150-200K

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
n/a			○ Yes ○ No
			○ Yes ○ No
			○ Yes ○ No
			○ Yes ○ No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

The initial start up capital is a personal investment by the owner of the business and the ongoing expenses will be paid for out of revenues. The "other" cost include current and budgeted business expenses related to lease, attorney, insurance, construction, marketing, and other miscilanious business expenses.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ○ Yes ◉ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name: Leona Leon | Date of Birth: | SSN:

Residential Address: 24 Yurick Rd., Needham MA., 02492

Email: leona@poet-king.com | Phone: 781-443-4041

Please indicate how many hours per week you intend to be on the licensed premises: 40

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* (•) Yes ( ) No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

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

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
May, 2013	Present	School Traffic Supervisor	City of Newton	Officer Dawn Fleming

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ( ) Yes (•) No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

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

Manager's Signature: [signature] Date: 02/01/19

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

Note About Manager: Prior to her current job, Leona Leon has been a full time mother. Her children are all member of the Needham school system, and as a parent and citizen of this town she places a premium on the saftey and wellbeing of our community. Leona is now ready to enter the workforce on a more permanent basis and her husband has been hired as Head Chef and Kitchen Manager. Leona has already competed the first steps in her ceritification process, and I am confident in her ablity to not only manage the important responsibly of overseeing our alcohol beverage sales, but also the overall success of our ongoing service delivery.

CORPORATE VOTE

The Board of Directors or LLC Managers of Poet King Restaurant Group, LLC
Entity Name

duly voted to apply to the Licensing Authority of Needham, MA and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Nov. 12, 2018
Date of Meeting

For the following transactions (Check all that apply):

- [x] New License
- [ ] Transfer of License
- [ ] Change of Manager
- [ ] Change of Officers/ Directors/LLC Managers
- [ ] Change of Location
- [ ] Alteration of Licensed Premises
- [ ] Change Corporate Name
- [ ] Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- [ ] Change of Class (i.e. Annual / Seasonal)
- [ ] Change of License Type (i.e. club / restaurant)
- [ ] Change of Category (i.e. All Alcohol/Wine, Malt)
- [ ] Issuance/Transfer of Stock/New Stockholder
- [ ] Other
- [ ] Change Corporate Structure (i.e. Corp / LLC)
- [ ] Pledge of Collateral (i.e. License/Stock)
- [ ] Management/Operating Agreement
- [ ] Change of Hours
- [ ] Change of DBA

"VOTED: To authorize Matthew A Saiia
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Leona Leon
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Corporate Officer /LLC Manager Signature

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

CERTIFICATE OF ORGANIZATION

of

POET KING RESTAURANT GROUP, LLC

Pursuant to the Massachusetts Limited Liability Company Act, the undersigned hereby forms a limited liability company with the following terms:

1. Name. The name of the limited liability company is Poet King Restaurant Group, LLC (the "LLC").

2. Business Address in the Commonwealth. The LLC principal office in the Commonwealth of Massachusetts and the office where its records shall be kept is 838 Great Plain Avenue, Needham, MA 02492.

3. Business of LLC. The general character of the business of the LLC is (a) to engage in the business of directly or indirectly owning, operating, managing and otherwise dealing with one or more restaurants; (b) such activities as are related or incidental to the above; and (c) such other businesses, trades and activities as are permitted for an LLC under the laws of the Commonwealth of Massachusetts.

4. Date of Dissolution. There is no date of dissolution for the LLC.

5. Name and Address of Resident Agent. The resident agent of the LLC in the Commonwealth of Massachusetts for service of process is Matthew Saiia, having an address at 838 Great Plain Avenue, Needham, Massachusetts 02492.

6. Managers. The LLC shall have no managers.

7. Persons Authorized to Execute Documents. Matthew Saiia, having an address at 838 Great Plain Avenue, Needham, Massachusetts 02492, is authorized to execute documents filed with the Corporations Division of the Massachusetts Secretary of State:

8. Persons Authorized to Execute Recordable Instruments. Matthew Saiia, having an address at 838 Great Plain Avenue, Needham, Massachusetts 02492 is authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property, whether to be recorded in the Registry of Deeds or a district office of the land court.

IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true as of the __8__ day of October, 2018.

Name: Matthew A. Saiia
Title: Authorized Person

Matthew Saiia hereby accepts appointment as resident agent of the LLC, effective as of the filing of the Certificate of Organization with the Secretary of State's office.

Name: Matthew A. Saiia

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

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

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001349508

1. The exact name of the limited liability company is: POET KING RESTAURANT GROUP, LLC

2a. Location of its principal office:

No. and Street: 838 GREAT PLAIN AVENUE
City or Town: NEEDHAM State: MA Zip: 02492 Country: USA

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

No. and Street: 838 GREAT PLAIN AVENUE
City or Town: NEEDHAM State: MA Zip: 02492 Country: USA

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

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC IS (A) TO ENGAGE IN THE BUSINESS OF DIRECTLY OR INDIRECTLY OWNING, OPERATING, MANAGING AND OTHERWISE DEALING WITH ONE OR MORE RESTAURANTS; (B) SUCH ACTIVITIES AS ARE RELATED OR INCIDENTAL TO THE ABOVE; AND (C) SUCH OTHER BUSINESSES, TRADES AND ACTIVITIES AS ARE PERMITTED FOR AN LLC UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MATTHEW SAIIA
No. and Street: 838 GREAT PLAIN AVENUE
City or Town: NEEDHAM State: MA Zip: 02792 Country: USA

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

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	MATTHEW SAIIA	838 GREAT PLAIN AVENUE NEEDHAM, MA 02492 USA

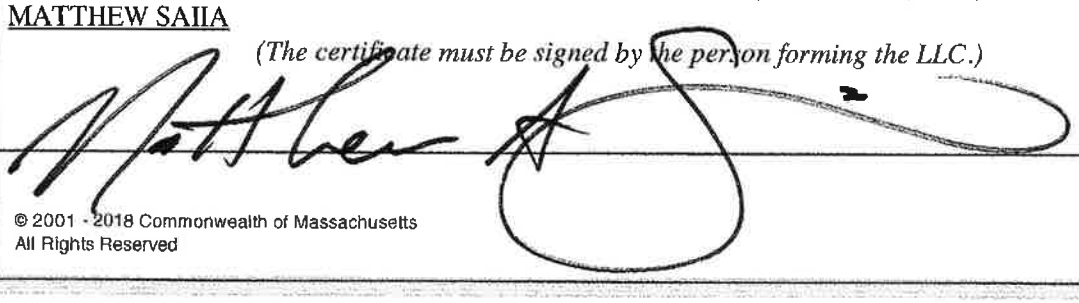
8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MATTHEW SAIIA	838 GREAT PLAIN AVENUE NEEDHAM, MA 02492 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of October, 2018,
MATTHEW SAIIA

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



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MA SOC Filing Number: 201837869190 Date: 10/9/2018 11:04:00 AM

THE COMMONWEALTH OF MASSACHUSETTS

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

October 09, 2018 11:04 AM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

William Francis Galvin
Secretary of the Commonwealth of Massachusetts

Corporations Division

Business Entity Summary

ID Number: 001349508 Request certificate New search

Summary for: POET KING RESTAURANT GROUP, LLC

The exact name of the Domestic Limited Liability Company (LLC): POET KING RESTAURANT GROUP, LLC
Entity type: Domestic Limited Liability Company (LLC)
Identification Number: 001349508
Date of Organization in Massachusetts: 10-09-2018
Last date certain:
The location or address where the records are maintained (A PO box is not a valid location or address): Address: 838 GREAT PLAIN AVENUE City or town, State, Zip code, Country: NEEDHAM, MA 02492 USA
The name and address of the Resident Agent: Name: MATTHEW SAIIA Address: 838 GREAT PLAIN AVENUE City or town, State, Zip code, Country: NEEDHAM, MA 02792 USA

The name and business address of each Manager:

Title	Individual name	Address

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	MATTHEW SAIIA	838 GREAT PLAIN AVENUE NEEDHAM, MA 02492 USA

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

Title	Individual name	Address

REAL PROPERTY	MATTHEW SAIIA	838 GREAT PLAIN AVENUE NEEDHAM, MA 02492 USA

☐ **Consent** ☐ **Confidential Data** ☐ **Merger Allowed** ☐ **Manufacturing**

View filings for this business entity:

ALL FILINGS
Annual Report
Annual Report - Professional
Articles of Entity Conversion
Certificate of Amendment
Certificate of Cancellation

View filings

Comments or notes associated with this business entity:

New search

TOWN OF NEEDHAM
TOWN HALL
1471 Highland Avenue
Needham, MA 02492-2669

Office of the
SELECT BOARD

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

LEGAL NOTICE

TOWN OF NEEDHAM

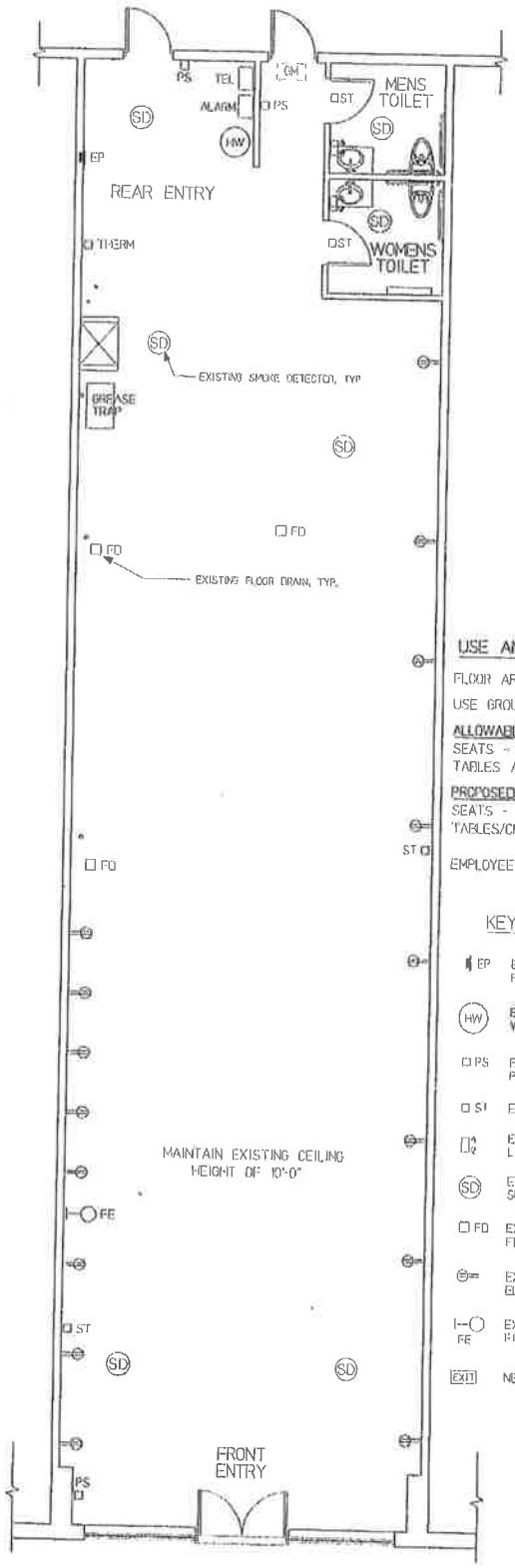
Application for All Alcohol License in a Restaurant

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Poet King Restaurant Group, LLC d/b/a Hungry Coyote, Leona Leon proposed Manager, has applied for a license to sell alcoholic beverages of the following kind: All Alcoholic beverages (seven days) as a Restaurant at 1185 Highland Avenue. The premise is comprised of 2,430 sq. ft. on one floor that is used for as a restaurant to accommodate 54 patrons. There is one main entrance located in the front of the building and two entrance/emergency exits located at the rear of the building. The front of the restaurant will be comprised of counter service and a seating area, towards the back of the premise will be a bar area with limited seating and standing high tops.

IT IS ORDERED that a public hearing be held for said application at the office of the Select Board acting as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 10th day of April 2019 at 7:00 o'clock p.m.

Select Board
Licensing Board for the Town of Needham

Needham Times
March 28, 2019



EXISTING FLOOR PLAN

USE AND OCCUPANCY

FLOOR AREA = 2,430 GSF

USE GROUP - A2

ALLOWABLE OCCUPANCY

SEATS - 5 NET

TABLES AND CHAIRS-15 NET

PROPOSED OCCUPANCY

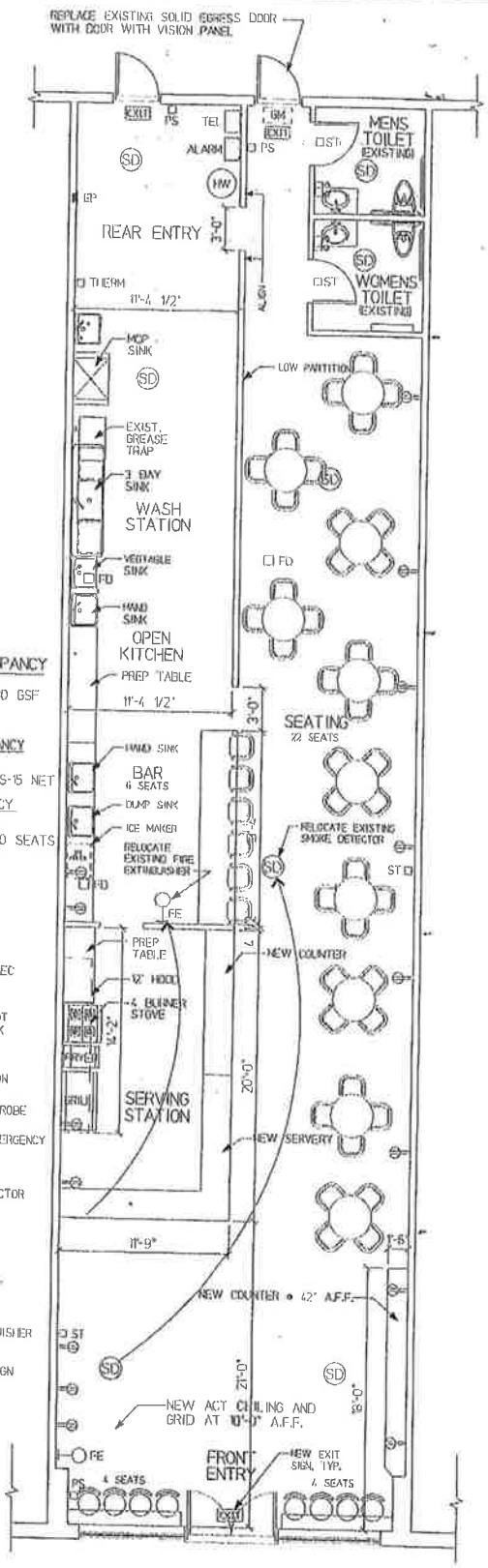
SEATS - 14 SEATS

TABLES/CHAIRS - 40 SEATS

EMPLOYEES - 6

KEY PLAN

- EP — EXISTING ELEC PANEL
- HW — EXISTING HOT WATER TANK
- PS — EXISTING PULL STATION
- ST — EXISTING STROBE
- EXISTING EMERGENCY LIGHT PACK
- SD — EXISTING SMOKE DETECTOR
- FD — EXISTING FLOOR DRAIN
- EXISTING ELEC. OUTLET
- FE — EXISTING FIRE EXTINGUISHER
- EXIT — NEW EXIT SIGN



PROPOSED FLOOR PLAN

Bourque Design

Client Name:

Proposed Restaurant Renovation for

1185 Highland Avenue, Needham, MA

Date: March 18, 2019

Scale: 1/8" = 1'-0"

Revision:

REGISTERED ARCHITECT ROMAIN BOURQUE NO 30134 COMMONWEALTH OF MASSACHUSETTS

Sheet: A1 Of 1

INDENTUREOFLEASE

1. PARTIES

Philnorstan Realty LLC, a Massachusetts limited liability company, **Landlord**, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to Poet King Restaurant Group LLC, a Massachusetts limited liability company, 838 Great Plain Avenue, Needham, MA, 02492, **Tenant**, which expression shall include its heirs, successors, executors, administrators and assigns where the context so admits.

2. PREMISES

The **Landlord** demises and the **Tenant** hereby leases the following described premises which is deemed to be approximately 2,500 square feet of space, known as and numbered 1185 Highland Avenue, Needham, MA 02492 as more particularly shown on the plans attached hereto (hereinafter referred to as the "premises"), together with the right to use in common with others, the parking area situated behind the property known as and numbered 1183-1189 Highland Avenue, Needham, MA, and as shown on the plan marked Exhibit A & B attached hereto (hereinafter referred to as the "Building"). There is specifically reserved unto **Landlord** those utility lines, including sprinkler lines, if any, located in the premises and for these purposes there is also reserved unto **Landlord** the right of access in and through such portions of the premises in order to repair, replace and maintain such utility facilities. THE PREMISES ARE LEASED "AS IS" AND "WHERE IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER, EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND IN PARAGRAPH 51.

3. COMMENCEMENT DATE AND TERM

The Lease and all its terms and conditions herein, shall commence on the day that the **Tenant** and **Landlord** have signed the Lease (the "Execution Date"). The **Tenant** shall have a period of time, one hundred eighty-one (181) days, beginning with the Execution Date, in which to obtain all necessary permits required to operate from the Premises (the "Initial Application Period"). Once the **Tenant** receives the aforementioned approvals and the Initial Application Period or the Extended Application Period (as hereinafter defined, and together with the Initial Application Period, the "**Application Period**") as applicable, have expired, then the term of the Lease shall run from the Execution Date of the Lease up to the expiration date of the Application Period, and any remaining days of the within month (the "Lease Commencement Date"), plus five (5) years. The parties agree, by separate letter, to memorialize the commencement and expiration dates of the Lease.

Upon Execution of the Lease the **Tenant** shall be entitled to an abatement of Base Rent (as hereinafter defined) during the Application Period, as applicable.

To ensure payment of **Tenant's** rental obligation in the event that the **Tenant** does not receive its permits during the Initial Application Period, the **Tenant** shall be required to prepay to the **Landlord** Base Rent for the Initial Application Period in the amount of [redacted] Dollars (the "**Base Rent Deposit**").

In the event Tenant procures its permits within the Initial Application Period, then any and all unused per diem charges with respect to the Base Rent Deposit shall be applied to Tenant's rental obligations.

In the event **Tenant** does not receive its approvals as aforesaid within the Initial Application Period, then the Lease shall be declared null and void and neither party shall have any further recourse to the other. Save that the **Tenant** shall be required to pay to the **Landlord** a per diem charge based on the year 1 Base Rent (as hereinafter defined) for each day of the period between the Execution Date and termination of the Initial Application Period. Any unused portion of the Base Rent Deposit shall be returned to Tenant within ten (10) days of such termination.

The Security Deposit which will be deposited with the **Landlord** upon Lease execution will be returned, to **Tenant** within ten (10) days of such termination provided the premises has been left in a similar condition to that which existed on the Execution Date, reasonable wear and tear expected.

If **Tenant** has not obtained its required permits within the Initial Application Period, the **Tenant** shall have the right to extend the Initial Application Period by (30) thirty days (the "Extended Application Period"), by notifying the **Landlord** in writing, prior to the expiration of the Initial Application Period. The extension shall require a non-refundable deposit of one month's rent in the amount of [redacted]. Should **Tenant** procure its additional permits before the expiration of the Extended Application Period, any and all unused per diem charges shall be applied to **Tenant**'s rental obligations. In the event **Tenant** does not obtain the additional permits as hereinabove set forth, then the Lease shall be declared null and void and neither party shall have further recourse to the other and the prepaid Security Deposit shall be forthwith refunded to **Tenant** within ten (10) days of such Termination.

4. BASE RENT AND RENT COMMENCEMENT DATE

The **Tenant** shall pay to the **Landlord** Base Rent at the rate of [redacted] During the remainder of the Term, Base Rent shall be due and payable according to the following schedule:

YEAR	ANNUALLY	MONTHLY
2	[redacted]	[redacted]
3		
4		
5		

Tenant's obligation to pay rent begins upon expiration of the Initial Application Period or Extended Application Period, as applicable (the "Rent Commencement Date").

Tenant's obligation to pay the monthly rent arises on the first day of each month as provided above. The **Tenant** shall be required to pay a late fee equal to five percent (5%) of the monthly rent for any payment postmarked after the fifth day of the month in which it is due. All rent and the proportionate share of any increase in real estate taxes and operating expenses, and all other charges relating to **Tenant**'s obligations under the Lease (including but not limited to, reasonable attorney's fees, other costs of collection, or costs incurred by the **Landlord** arising from a default of the **Tenant**'s obligations under this Lease) shall constitute rent due and payable under this Lease. Fixed and additional rent shall be paid by **Tenant** to **Landlord** without offset or deduction, except as otherwise herein expressly provided. Rent as defined in this paragraph may be recovered in any legal action brought by the **Landlord**, including, without limitation, an action to evict the **Tenant** under Massachusetts General Laws.

5. SECURITY DEPOSIT

Upon the execution of this Lease, the **Tenant** shall pay to the **Landlord** the amount of [redacted] Dollars, which shall be held as security for the **Tenant**'s performance as herein provided and refunded to the **Tenant** at the end of this lease or any extensions thereto, subject to the **Tenant**'s satisfactory compliance with the conditions hereof. The **Landlord** may use, apply, or retain the whole or any part of the Security Deposit to the extent required for the payment of any rent or other payment due **Landlord** hereunder or other sum which the **Landlord** may expend or incur by reason of the **Tenant**'s default in any of the terms of this lease, including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiencies accrued before or after summary proceedings or other re-entry by the **Landlord**. If all or any part of the Security Deposit is applied to an obligation of **Tenant** hereunder, **Tenant** shall immediately upon the written request by **Landlord** restore the Security Deposit to its original amount.

6. REAL ESTATE TAX ADJUSTMENT AND INSURANCE ADJUSTMENT

A. The **Tenant** shall pay to the **Landlord** as additional rent 26%, Pro-Rata Share, of the real estate taxes, including municipal betterments levied against the land and building, of which the premises are a part and which notice shall contain a copy of the then current real estate tax bill. This adjustment shall be prorated should this Lease terminate before the end of any fiscal year. The **Tenant** shall make payment of such tax adjustment amount as follows. Beginning with the **Rent Commencement Date**, and on the first day of each month thereafter, the **Tenant** shall pay, monthly, one twelfth (1/12th) of the total tax adjustment payment attributable to these premises for the then current tax fiscal year. Until notice from **Landlord** of the then real estate tax liability (and which notice shall contain a copy of the current real estate tax bill), each such monthly payment shall be based upon the monthly tax adjustment payment for the previous

twelve (12) month period, with an appropriate adjustment in each case after the actual tax bill for such tax fiscal year is received by **Landlord**.

B. The **Tenant** shall pay to the **Landlord** as additional rent 26%, Pro-Rata Share, of the premium charged to **Landlord** for fire, extended coverages, boiler and machinery, public liability, and other physical damage coverages carried by **Landlord** for the Building, of which the premises are a part and which notice shall contain a copy of the then current insurance premium bill. This adjustment shall be prorated should this Lease terminate before the end of any lease year. Beginning with the **Rent Commencement Date**, and on the first day of each month thereafter, the **Tenant** shall pay, monthly, one twelfth (1/12th) of the total insurance adjustment attributable to these premises for the then current year. Until notice from **Landlord** of the then insurance premium each such monthly payment shall be based upon the monthly insurance payment installment for the previous twelve (12) month period, with an appropriate adjustment in each case after the actual insurance bill for the current year is received by **Landlord**.

7. PEST CONTROL

During the term of this Lease or any extensions thereto, the **Tenant** shall be required to contract with A-1 Exterminator at competitive market rates, or other certified pest control company that **Landlord** from time to time may reasonably select, to service the premises and rubbish storage area on a bi-monthly basis, or more frequently if needed.

8. UTILITIES AND OTHER BUILDING SERVICES

During the entire term of the Lease and any extensions thereto, the **Tenant** shall provide and shall pay for all of its utilities, including but not limited to gas, electricity, hot and cold water and sewer charges. **Tenant** shall maintain sufficient heat in the premises to prevent the pipes therein from freezing.

The **Landlord** shall maintain the roof, structural elements and common systems of the Building in good, operable condition, except for reasonable wear and tear, damage by the **Tenant**, and damage by fire and other casualty or taking by eminent domain shall be controlled by other provisions of this Lease.

Landlord reserves the right from time to time, without unreasonable interference with **Tenant**'s permitted use of the premises and upon, at least 24 hours prior written notice: (a) to install, use, maintain, repair, replace and relocate for service to the premises and other parts of the Building, or either, pipes, ducts, conduits, wires and appurtenant fixtures, wherever located in the premises or Building, and (b) to alter or relocate any other common facility, provided such repair and maintenance is promptly commenced and pursued to completion.

In the event the Landlord or **Tenant** fails to so maintain the applicable elements of the premises and the Building after twenty one (21) days prior written notice from the other party, or such other period of time as may be reasonable to perform such repair or maintenance, provided such party promptly commences and diligently pursues same to completion, the other party may

perform such maintenance or repair, and the other party that failed to so maintain the applicable elements of the premises and/or Building shall pay the costs incurred by the other party within ten (10) business days upon receipt of invoice.

9. RUBBISH REMOVAL

The **Tenant** shall provide and pay for its own rubbish storage and removal. In connection herewith the **Tenant** shall be allowed to store a dumpster outside the premises, in an area designated by the **Landlord** and as more particularly shown on the attached Exhibit B. The **Tenant** shall maintain the area around the dumpster, keeping it free and clear of debris. Notwithstanding anything to the contrary, the **Landlord** may, for economic as well as sanitary reasons, handle the trash removal for the Building of which the premises are a part. In such event the **Tenant** would pay, monthly, its share of the cost of this service to be provided by the **Landlord**. In connection herewith, the **Tenant** shall conform with the reasonable rules and regulations established by the **Landlord** relating to the rubbish removal. **Tenant** shall defend, indemnify, and hold harmless the **Landlord** from any and all liability and claims arising from the **Tenant**s mishandling of its rubbish.

10. USE OF THE PREMISES

Tenant shall have the right to use the Premises for purposes of an eat-in/take-out restaurant selling and preparing Mexican food and related fare.

11. FIRE INSURANCE

The **Tenant** shall not permit any use of the premises which would suspend or void any insurance or create an additional risk 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 any state, municipal, government, or insurance industry rule making authority. **Tenant** shall pay any increased insurance costs incurred by **Landlord** by reason of **Tenant**'s breach of any of the covenants set forth in the foregoing sentence. Further the **Tenant**, at its expense, shall take all measures necessary to comply with the requirements of **Landlord**'s insurance carrier.

12. TENANT'S MAINTENANCE OF PREMISES

The **Tenant** shall keep the premises in a neat, clean, sanitary condition and shall keep in reasonably good repair, subject to normal wear and tear, the following portions of the premises: the entire interior of the premises including non-structural walls and ceilings; all plumbing, drains, hot water tanks, door locks, electrical, alarm systems, lighting fixtures and light bulbs, water, air conditioning*, ventilating, heating, and the wiring, pipes, motors and fixtures exclusively used in connection therewith; replacement of all glass; the exterior and interior portions of all doors and windows, moldings and frames and floor coverings. For purposes herein repair shall be deemed to include replacement where necessary. **Tenant** shall pay at its own expense all repairs, maintenance and alterations of **Tenant's** installed fixtures or improvements and utilities. With respect to **Tenant's** obligations to maintain the HVAC system see Section 46.

13. ALTERATIONS-ADDITIONS

Tenant shall not make any structural alteration or addition to the premises or alterations, which would affect any Building system or materially change the appearance or quality of the premises without **Landlord**'s prior written consent. The **Tenant** shall not make any non-structural alterations or additions to the premises without the **Landlord**'s prior consent thereto in writing, which consent shall not be unreasonably withheld or delayed. **Tenant** may make non-structural alterations up to $10,000 in each instance without **Landlord**'s consent but with prior notice to **Landlord**. All such allowed alterations shall be performed in a good and workmanlike manner at **Tenant**'s expense and shall be in quality at least equal to the present construction.

14. ASSIGNMENT-SUBLEASING

Tenant shall not assign, sublet, mortgage, pledge, encumber or otherwise transfer (collectively referred to as "Transfer") this Lease or its rights hereunder without **Landlord**'s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, subject to the other terms and provisions of this Section 14. **Landlord** shall not unreasonably withhold or delay its consent to an assignment to an entity purchasing all of **Tenant**'s business, assets and liabilities or merging or consolidating with **Tenant**, so long as such surviving entity has a net worth equal to the greater of (i) the net worth of **Tenant** on the date of this Lease or (ii) the net worth of **Tenant** on the date of such transfer. Notwithstanding such Transfer, **Tenant** and Guarantors under the Lease shall remain liable to **Landlord** for the payment of all rent and for the full performance of the covenants and conditions of this Lease. Without limiting the foregoing, **Landlord** and **Tenant** agree that **Landlord** may withhold its consent to any proposed Transfer to a transferee ("Transferee") who, or is not deemed by **Landlord** in its reasonable business judgment, to be an acceptable credit risk. In addition, if required in the **Landlord**'s reasonable judgment, any Transferee shall, by valid written instrument, expressly assume for itself and its successors and assigns, and for the benefit of **Landlord**, all of the obligations of **Tenant** under this Lease.

Any request by **Tenant** for **Landlord**'s consent to a Transfer shall include (i) the name of the proposed Transferee; (ii) the nature of its business and proposed use of the Premises; (iii) complete information as to the financial condition and standing of the proposed Transferee; and (iv) the terms and conditions of the proposed transfer. **Tenant** shall promptly supply such additional information about the proposed Transfer and Transferee as the **Landlord** reasonably requests. **Landlord** shall also have the right to meet and interview the proposed Transferee.

In the event the **Landlord** consents to such Transfer any rent to be paid by the Transferee which is in excess of the rent set forth in the Lease, shall be shared equally between the **Tenant** and the **Landlord**, after deduction of reasonable expenses of subletting such as brokerage commissions. For purposes of this grammatical paragraph, the term "rent" shall mean all fixed rent, additional rent or other payment and/or consideration payable hereunder or in connection with such assignment or sublease, as applicable.

Landlord shall advise **Tenant** in writing whether or not it consents to a proposed Transfer within ten (10) days of receiving **Tenant**'s request for such consent and such accompanying information. In the event such consent is withheld, **Landlord** shall specify in writing the reasons therefore in detail.

Any transfer consented to herein shall not release the **Tenant** or Guarantor from its obligations of the Lease.

Consent by **Landlord**, whether express or implied, to any Transfer shall not constitute a waiver of **Landlord**'s right to prohibit any subsequent Transfer.

As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of the **Tenant**'s interest in the Lease by operation of law.

Tenant shall reimburse **Landlord** for its reasonable, out-of-pocket legal and other expenses in connection with any request for consent under this Section 14.

15. SUBORDINATION; NOTICE TO MORTGAGEE

This Lease shall be subject and subordinate to any and all mortgages 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 the **Tenant** shall, when reasonably requested, promptly execute and deliver such commercially reasonable written instruments as shall be necessary to show the subordination of this Lease to said mortgages, or other such instruments in the nature of a mortgage, and **Landlord** shall use reasonable efforts to simultaneously obtain from the holder of any such instrument an agreement, in such holder's customary form, running to the **Tenant** whereby such holder has agreed, in the event of a foreclosure of said lien not to disturb the **Tenant** hereunder so long as the **Tenant** is not in default of the Lease. Notwithstanding the foregoing to the contrary, in no event shall **Tenant** be required to submit **Tenant's** financial statement(s).

No act or failure to act on the part of **Landlord** which would entitle **Tenant** under the terms of this Lease, or by law, to be relieved of **Tenant**'s obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) **Tenant** shall have first given written notice of **Landlord**'s act or failure to act to **Landlord**'s mortgagees of record, if any, of whom **Tenant** has received written notice specifying the act or failure to act on the part of **Landlord** which could or would give basis to **Tenant**'s rights; and (ii) such mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter (including a reasonable time to obtain possession of the mortgaged premises if the mortgagee elects to do so); but nothing contained in this Section 15 shall be deemed to impose any obligation on any such mortgagees to correct or cure any condition.

16. LANDLORD'S ACCESS

Except in cases of an emergency (in which case no prior notice shall be necessary), the **Landlord** or agents of the **Landlord** may, at reasonable times and upon at least 24 hours prior notice, and only when accompanied by a representative of **Tenant** enter to view the premises and make repairs and alterations as **Landlord** should elect to do and may show the premises to others, and at any time within six (6) months before the expiration of the term, may affix to any suitable part of the 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.

17. INDEMNIFICATION AND LIABILITY

Tenant shall defend, indemnify, and hold harmless the **Landlord** and its employees from and against any and all liability, claims, damages, losses, or expenses, arising out of (i) the **Tenant**'s or its employee's, agent's, contractor's, or invitee's operations, actions, conduct or omissions except to the extent caused by the negligence or willful misconduct of **Landlord**, its agents, employees or contractors or (ii) **Tenant**'s breach of this Lease. All of the **Tenant**'s goods, effects and property shall be upon the premises at the sole risk and expense of **Tenant** and in no case shall **Tenant** make any claim against **Landlord** for any loss or damage thereto however caused. **Landlord** acknowledges mutual indemnification pursuant to this section.

18. INSURANCE

Tenant agrees to maintain in full force from the **Lease Commencement Date** throughout the Lease term and thereafter so long as **Tenant** is in occupancy of any part of the Premises, a policy of Commercial General Liability Insurance with the broad form coverage. The minimum limits of such insurance shall be $1,000,000 per occurrence and $2,000,000 aggregate for Bodily Injury Liability (including death) and Property Damage Liability.

The policy shall also include but shall not be limited to the following extensions of coverage:

(i) Contractual Liability, covering **Tenant**'s liability assumed under this Lease; and

(ii) Personal Injury Liability in the amount of $1 million annual aggregate, expressly deleting the exclusion relating to contractual assumptions of liability.

Tenant further agrees to maintain a Workers' Compensation and Employers' Liability Insurance policy. The limits of liability as respects Employers' Liability coverage shall be no less than $100,000 per accident.

Except for Workers' Compensation and Employers' Liability coverage, the **Tenant** agrees that the **Landlord** (and other such persons as are in privity of the estate with **Landlord** as may be set out in notice from time to time) is named as additional insureds. Further, all policies shall be non-cancelable and non-amendable with respect to **Landlord** and **Landlord**'s said designees without thirty (30) days' prior notice to **Landlord**. A duplicate original or a Certificate of Insurance evidencing the above agreements shall be attached hereto and delivered herewith to **Landlord**. Additional insureds presently shall be Philnorstan Realty LLC and Copley Investments Companies as managing agent for Philnorstan Realty LLC.

Landlord reserves the right to reasonably require additional coverage or to increase limits as industry standards change, so long as such additional coverage is then customarily required by **Landlords** in the Greater Boston area.

Tenant shall maintain during the term and thereafter so long as **Tenant** is in occupancy of any part of the premises, all risk property insurance including theft and sprinkler leakage coverage on all of **Tenant**'s trade fixtures, furniture, inventory and other personal property in the premises, and on any alterations, additions, or improvements made by **Tenant** upon the premises all for the full replacement costs thereof. **Tenant** shall use the proceeds from such insurance for the replacement of trade fixtures, furniture, inventory and other personal property and for the restoration of **Tenant**'s improvements, alterations, and additions to the premises.

Tenant shall pay before delinquent all taxes, which may be imposed upon personal property (including without limitation, trade fixtures and equipment) in the premises to whomever assessed if failure to pay would result in a lien on the Property.

19. FIRE, CASUALTY-EMINENT DOMAIN

Should a substantial portion (greater than 35%) of the premises, or a substantial portion (greater than 35%) of the Building of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the **Landlord** may elect to terminate this Lease. The **Tenant** may elect to terminate this Lease if:

(a) The **Landlord** fails to give written notice within forty-five (45) days of its intention to restore the premises, or

(b) The **Landlord** fails to restore the premises to a condition substantially suitable for their intended use within four (4) months of the date that **Landlord** notified **Tenant** of its intention to restore the premises.

(c) If a substantial portion (greater than 35%) of the premises is taken by eminent domain.

When such fire, casualty, or taking renders the premises substantially unsuitable for **Tenant**'s intended use, a just and proportionate abatement of rent shall be made. The **Landlord** reserves, and the **Tenant** grants to the **Landlord**, all rights which the **Tenant** may have for damages or injury to this premises for any taking by eminent domain, except for damage to the **Tenant**'s fixtures, property, or equipment and relocation costs and business loss.

20. DEFAULT AND BANKRUPTCY

In the event that:

(a) The **Tenant** shall default in the payment of any installment of rent or any other sum herein specified if such default shall continue for ten (10) days after receipt of written notice from **Landlord** that said payment is due; or

(b) The **Tenant** shall default in the observance or performance of any other of the **Tenant**'s covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, or in the event such default shall require more than thirty (30) days to be cured, if the **Tenant** shall not within such period commence to cure such default, and thereafter, with due diligence, prosecute the curing of such default to completion, but in no event shall such default continue for more than one hundred twenty (120) days in the aggregate; or

(c) **Tenant** or any guarantor of any of **Tenant**'s obligations under this Lease admits in writing that it is not paying its debts as such debts become due, becomes insolvent, files or has filed against it (and in the case of an involuntary petition such is not dismissed within sixty (60) days after the filing) a petition under any chapter of the U.S. Bankruptcy Code (or any similar petition under any insolvency law of any jurisdiction), proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of **Tenant** or such guarantor which appointment remains unvacated or unstayed for a period of thirty (30) days, then the **Landlord** shall have the right thereafter, to reenter and take complete possession of the premises, to declare the term of this Lease ended, and remove the **Tenant**'s effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The **Tenant** shall indemnify the **Landlord** against all loss of rent and other payments, which the **Landlord** may incur, by reason of such termination during the residue of the term. All rent, utility charges, taxes, and all other charges (including, but not limited to, reasonable attorneys fees, other costs of collection, or costs incurred by the **Landlord** arising from a default of the **Tenant**'s obligations under this Lease) shall constitute rent due and payable under this Lease. **Landlord** agrees to use reasonable efforts to re-let the premises. If the **Tenant** shall default, after reasonable notice thereof (except in the event of an emergency or when necessary to prevent damage to property or injury to persons, in which case no notice shall be necessary), in the observance or performance of any condition or covenants on **Tenant**'s part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the **Landlord**, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the **Tenant**. In the event of a **Tenant** default, if the **Landlord** 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 shall be paid to the **Landlord** by the **Tenant** as additional rent.

In no event shall **Landlord** seek to accelerate rent upon **Tenant's** default.

21. NOTICE AND SERVICE OF PROCESS

Any and all notices from the **Landlord** to the **Tenant** relating to the premises or to the occupancy thereof, shall be in writing and effective upon receipt. All notices shall be sent by (i) registered or certified mail, return receipt requested, postage prepaid, or (ii) a reputable national overnight courier service with receipt therefore, or (iii) hand. Any notice from the **Tenant** to the

Landlord relating to the premises or to the occupancy thereof shall be addressed to the **Landlord** at 10 Newbury Street, Boston, MA 02116. Any notice from **Landlord** to **Tenant** shall be addressed to **Tenant** at the Premises.

All rent and notices shall be paid and sent to the **Landlord** at 10 Newbury Street, Boston, MA 02116.

22. SURRENDER

The **Tenant** shall at the expiration or other termination of this Lease remove all **Tenant**'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 **Tenant**, either inside or outside the premises). **Tenant** shall deliver to the **Landlord** the premises and all keys, locks thereto. At the request of the **Landlord**, the **Tenant** shall remove all alterations, improvements and additions made to or upon the premises. In the event of the **Tenant**'s failure to remove any of the **Tenant**'s property (including trade fixtures such as sinks and shelving) from the premises, **Landlord** is hereby authorized, without liability to **Tenant** for loss or damage thereto, and at the sole risk of **Tenant**, to remove and store any of the property at **Tenant**'s expense, or to retain same under **Landlord**'s control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

23. HOLDOVER

If the **Landlord** and **Tenant** have not reached a prior agreement, and the **Tenant** remains in the premises beyond the expiration of this Lease, such holding over shall not be deemed to create any tenancy, but the **Tenant** shall be a **Tenant** at Sufferance only, at a daily rate equal to one and one half (1 - ½) times the rent and other charges under this Lease. However, all conditions of this Lease to be performed by **Tenant** shall continue in force.

24. MUTUAL WAIVER OF SUBROGATION

So long as their insurers so permit, **Landlord** and **Tenant** hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any casualty to the extent such loss or damage is covered by insurance actually carried or would have been covered by insurance required to be carried hereunder (whether or not such required insurance is actually carried), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

25. TRADE FIXTURES AND EQUIPMENT

Any trade fixtures or equipment (as opposed to real estate fixtures) installed in or attached to the premises by and at the expense of **Tenant** and all other property of **Tenant** which was personal property prior to its installation, shall remain the property of **Tenant** and **Tenant** shall have the right, at any time, to remove same. However, the **Tenant** shall promptly repair in a workmanlike

manner any damage resulting from such removal, shall plug or close in an approved manner any connection to sources of gas, air, water, electricity or heat or to cooling ducts and shall do whatever is reasonably necessary so as to leave the premises in a reasonable condition as a result of such removal.

26. OPTION TO EXTEND

Provided there is no existing uncured default on the date of exercise and on the first day of the extension term, the **Tenant** shall have the option to extend the term hereof without the need of a new instrument for two (2) five (5) year terms, by automatic renewal. Tenant must notify the **Landlord** in writing, twelve (12) months prior to the expiration of the current term, of its election to terminate the Lease.

The annual rent for the extended term, reserved in this Lease, and payable hereunder, shall be at fair market value:

i. The **Landlord** and **Tenant** shall arrive at a market rent for the extended term.

ii. In the event the parties shall be unable to agree upon a market rent within thirty (30) days following the date when **Tenant** shall have exercised such option, then the market rent shall be determined by arbitration for the fair market value of the premises by three (3) arbitrators, one chosen by the **Landlord**, one chosen by the **Tenant** and a third chosen by the two so chosen, and in accordance with rules and procedures set forth by the American Arbitration Association, or its successor/ substitute body. Each of the arbitrators shall be members of the American Institute of Real Estate Appraisers. The expense of arbitration shall be shared equally by **Landlord** and **Tenant** and the decision of the arbitrators shall be final and binding upon the parties.

iii. In no event shall the annual rent for any year of the extended term, be less than the annual rent for the preceding year.

27. ACTS OF GOD

With the exception of payments of fixed or additional rent, in any case where either party hereto is required to do any act, delays caused by or resulting from Acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, unusually severe weather, or other causes beyond such parties reasonable control shall not be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a fixed time, or a "reasonable time", and such time shall be deemed to be extended by the period of such delay.

28. SELF HELP

If **Tenant** shall default in the performance or observance of any agreement, condition or other provision in this Lease contained on its part to be performed or observed, and shall not cure such

default within the applicable cure and notice period herein specified, **Landlord** may, at its option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account of the **Tenant** and the **Tenant** shall reimburse **Landlord** for any reasonable amount paid and any expense or contractual liability so incurred. **Landlord** may cure the default of the **Tenant** prior to the expiration of such waiting period if **Landlord** deems it is necessary to protect the real estate or interest of **Landlord** and other **Tenants** of **Landlord** thereon or to prevent injury or damage to persons or property. Any amount payable by **Tenant** to **Landlord** pursuant to the provisions of this provision shall be paid as part of and at the time for payment of the next installment of minimum rent thereafter coming due.

29. ESTOPPEL CERTIFICATES

(a) Within 30 days after each request by **Landlord**, **Tenant** shall deliver an estoppel certificate to **Landlord**. Estoppel certificates shall be in writing, shall be acknowledged, and shall be in proper form for recording. Each estoppel certificate shall be certified to **Landlord**, any Mortgagee, any assignee of any Mortgagee, any purchaser, or any other person specified by **Landlord**.

(b) Each estoppel certificate shall contain the following factual certifications and representations certified by the person or persons executing it on behalf of **Tenant**: (i) whether or not **Tenant** is in possession of the premises, (ii) whether or not this Lease is unmodified and in full force and effect (If there has been a modification of this Lease the certificate shall state that this Lease is in full force and effect as modified, and shall set for the modification), (iii) whether or not **Tenant** contends that **Landlord** is in default under this Lease in any respect, (iv) whether or not there are then existing set-offs or defenses against the enforcement of any right or remedy of **Landlord**, or any duty or obligation of **Tenant** (and if so, specify the same), (v) the dates, if any, to which any rent or charges have been paid in advance and (vi) such other matters as may be reasonably requested by **Landlord**. Notwithstanding the foregoing to the contrary, in no event shall Tenant be required to submit Tenant's financial statement(s).

30. RULES AND REGULATIONS

Tenant shall comply with the rules and regulations of the **Landlord** with respect to the Building and any rules and regulations as the **Landlord** may make from time to time, being in its reasonable judgment needful for the reputation, safety, care or cleanliness of the Building and premises, or the operation, maintenance or protection of the building and its equipment, or the comfort of tenants. **Landlord** shall have the right to change said rules and to waive in writing, or otherwise, any or all of said rules in respect of any one or more tenants, and **Landlord** shall not be responsible to **Tenant** for the non-observance or violation of any of said rules and regulations by any other **Tenant** or other person. The provision of the rules and regulations shall not be deemed to limit any covenant or provision of this Lease to be performed or fulfilled by **Tenant**. Such rules and regulations shall be uniformly enforced in a non-discriminatory manner against all ground floor **Tenants**. In the event of a conflict between the rules and regulation and the provisions of this Lease, the terms of this Lease shall control.

31. MECHANIC'S LIEN

Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the premises for labor and material furnished to **Tenant** in connection with work of any character performed or claimed to have been performed at the direction of **Tenant**. **Tenant** agrees promptly to discharge (either by payment or by filing of the necessary bond, or otherwise) and without cost to **Landlord** any mechanic's, material men's, or other lien against the premises and/or **Landlord**'s interest therein, which lien may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the **Tenant**, in upon or about the premises.

32. QUIET ENJOYMENT

Landlord covenants and agrees with **Tenant** that **Tenant** on paying the fixed rent and additional rent and performing obligations of **Tenant** in this Lease, so long as no default beyond applicable cure periods shall exist, shall and may peaceably and quietly have, hold and enjoy the premises hereby demised for the intended purpose as herein before provided, subject to the terms and provisions hereof.

33. PERSONS AND PROPERTY BOUND

The word "**Landlord**" wherever used herein shall comprehend and bind the **Landlord**, their successors and assigns and the word "**Tenant**" wherever used herein, shall comprehend and bind the **Tenant**, its successors and assigns or those in any manner claiming through or under said **Tenant**, in each and every case where the context so allows or admits and whether so expressed or not. **Tenant** hereby agrees for itself and each succeeding holder of **Tenant**'s interest, or any portion thereof, hereunder, that any judgment, decree or award obtained against the **Landlord** or any succeeding owner of **Landlord**'s interest, which is in any manner related to this Lease, the premises, or **Tenant**'s use or occupancy of the premises or the common areas of the premises owned by the **Landlord**, whether at law or in equity shall be satisfied out of the **Landlord**'s equity in the land and building to the extent then owned by the **Landlord** or such succeeding owner, and further agrees to look only to such assets and to no other assets of the **Landlord**, or such succeeding owner for satisfaction. The obligations of **Landlord** under this Lease do not constitute personal obligations of the members, trustees, individual partners, directors, officers or shareholders of **Landlord** or any constituent entity of **Landlord**, and **Tenant**
shall not seek recourse against the members, trustees, partners, directors, officers or shareholders of **Landlord** or any constituent entity of **Landlord**, or any of their personal assets for satisfaction of any liability with respect to this Lease.

34. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties regarding the subject matter hereof, supersedes all oral statements and prior writing relating thereto and shall not be modified in any manner except by an instrument in writing executed by the parties.

35. COST AND EXPENSE

Wherever in this Lease provision is made for the doing of any act by any person, it is understood and agreed that said act shall be done by such person at its own cost and expense, unless a contrary intent is expressed.

36. WHEN LEASE BECOMES BINDING

Employees or agents of **Landlord** have no authority to make or agree to make a Lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both **Landlord** and **Tenant**. All negotiations, considerations, representations and understandings between **Landlord** and **Tenant** are incorporated herein and may be modified or altered only by agreement in writing between **Landlord** and **Tenant**, and no act or omission of any employee or agent of **Landlord** shall alter, change or modify any of the provisions hereof.

37. ASSIGNMENT OF RENTS

With reference to any assignment by **Landlord** of **Landlord**'s interest in this Lease, or the rents payable hereunder, conditioned in nature or otherwise, which assignment is made to the holder of the first mortgage on the premises, **Tenant** agrees that:

(a) the execution thereof by **Landlord**, and the acceptance thereof by the holder of such mortgage, shall never be deemed an assumption by such holder of any of the obligations of **Landlord** hereunder, unless such holder shall, by written notice sent to **Tenant**, specifically elect; and

(b) except as aforesaid, such holder shall be treated as having assumed **Landlord**'s obligations hereunder only upon the foreclosure of such holder's mortgage or the taking of possession of the premises and its specific agreement to do so.

38. WAIVER

Failure on the part of either party to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be deemed to be a waiver by said party or any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval by either party to or of any action by the other requiring said party's consent or approval shall not be deemed to waive or render unnecessary said party's consent or approval to or of any subsequent similar act by the other.

No payment by **Tenant**, or acceptance by **Landlord**, of a lesser amount than shall be due from **Tenant** to **Landlord** shall be treated otherwise than as a payment on account. The acceptance by **Landlord** of a check for a lesser amount, with an endorsement or statement thereon, or upon

any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and **Landlord** may accept such check without prejudice to any rights or remedies which **Landlord** may have against **Tenant**.

39. PARAGRAPH HEADINGS

The paragraph headings throughout this instrument are for the convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

40. GOVERNING LAW, VENUE, AND SERVICE OF PROCESS

This Lease, including the validity hereof and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. Each of the parties hereto agrees that any action or proceeding brought to enforce the rights or obligations of any party hereto under this Lease may be commenced and maintained only in any court of competent jurisdiction located in the Commonwealth of Massachusetts. Each of the parties hereto further agrees that process may be served upon it by certified mail, return receipt requested, addressed as more generally provided in section 21 hereof, and consents to the exercise of jurisdiction over it and its properties with respect to any action suit or proceeding arising out of or in connection with this Lease or transactions contemplated hereby or the enforcement of any rights under this Lease.

41. PARTIAL INVALIDITY

If any provision of this Lease or portion of such provision of the application thereof to any person or circumstance is for any reason held invalid or unenforceable, the remainder of the Lease (including the remainder of such provisions) and the applications thereof to the persons or circumstances shall not be affected thereby.

42. TENANT AUTHORITY

Each person executing this Lease on behalf of **Tenant** does hereby covenant and warrant that (i) **Tenant** is duly incorporated and validly existing in the laws of its state of incorporation, organization or formation, (ii) **Tenant** has and is qualified to do business in Massachusetts, (iii) **Tenant** has full right and authority to enter into this Lease and to perform all **Tenant**'s obligations hereunder, and (iv) each person signing this Lease on behalf of the **Tenant** is duly and validly authorized to do so.

43. WAIVER OF JURY TRIAL

Landlord and **Tenant** each hereby waives all right to trial by jury in any claim, action, proceeding or counterclaim by either party against the other on any matters arising out of or in any way connected with this Lease, the relationship of **Landlord** and **Tenant** and/or **Tenant**'s use or occupancy of the premises.

44. BROKER

Landlord and **Tenant** each warrants and represents that it has not dealt with any broker in connection with the execution of this Lease. Each shall indemnify the other against the claims and demands of any broker arising out of this lease, including without limitation all costs and expenses in defending such claim, including reasonable attorney's fees if representation proves untrue.

45. SIGNAGE

Tenant shall have the right to erect and maintain throughout the term of this Lease and any extensions thereto, an exterior sign on the front of the Building, on the "sign band identifying **Tenant**, provided, (a) **Tenant** conforms with all ordinances of the Town of Needham or the appropriate local authority and, (b) the **Tenant** conforms with the **Landlord**'s specifications. At the end of the term, the **Tenant** shall remove its sign and repair, in a workmanlike manner, any damage to the facade caused by the removal of its sign. **Tenant** may also add additional signage mounted on the inside of the glass within the premises.

46. HVAC EQUIPMENT

The HVAC system is currently in proper working order. Prior to occupancy, the **Landlord** shall have the HVAC unit serviced with a copy of the service report issued with the Lease. During the term of this Lease and any extensions thereto, **Tenant** shall be responsible for the maintenance, repair, and replacement of the HVAC equipment. **Tenant** shall be required to provide for at least semiannual inspections of the equipment and send copies of those invoices to the **Landlord**.

47. TENANT'S RENOVATIONS

In the event the **Tenant** shall renovate the premises it shall do so in accordance with plans and specifications first approved by the **Landlord**, which approval shall not be unreasonably withheld or delayed. **Tenant** represents and warrants that such plans are in conformity with all applicable building, fire, health and zoning laws or ordinances of the Town of Needham. After the plans have been completed by the **Tenant**'s architect, **Tenant** shall obtain its permits and approvals required for construction of the renovations. After obtaining such permits and approvals, the **Tenant** agrees to commence renovations promptly and to proceed continuously with all due diligence so far as same is within **Tenant**'s control, using new and first quality materials and done in a good and workmanlike manner. **Tenant** shall construct the renovations for the premises in accordance with the plans set forth above and, subject to the foregoing, shall complete the renovations as soon as possible. Before commencing construction, the **Tenant** shall furnish to **Landlord** satisfactory proof that the contractor doing the renovations has workmen's compensation insurance. Further, **Tenant** will not create or permit to be created on account of its acts, or of any mechanics', laborers', or material men's lien or otherwise which might be or become a lien, encumbrance, or a charge upon the premises because of the renovations. If any mechanics', laborers, or material men's liens shall at any time be filed against the premises, **Tenant**, within thirty (30) days after notice of the filing thereof, shall cause the same to be

discharged of record by payments, deposits, bond, order of a court of competent jurisdiction, or otherwise. Failure to discharge said liens shall constitute a default under the Lease.

48. LEGAL FEES

If either **Landlord** or **Tenant** shall commence any legal proceedings against the other with respect to any of the terms and conditions of this Lease, the non-prevailing party shall pay to the other all reasonable expenses of the litigation, including reasonable attorney fees as may be fixed by the court having jurisdiction over the matter.

49. SNOW / ICE REMOVAL

Tenant agrees to comply with all ordinances of the Town of Needham relative to the removal of ice and snow from the front and rear sidewalks appurtenant to the premises. This area in front is defined as the sidewalk extending along the frontage of the premises to the street curb. **Landlord** shall be responsible for the removal of snow and ice from the parking lot.

50. COMMON AREA MAINTENANCE

Tenant shall pay 26%, Pro-Rata Share, of the common area annual maintenance charges of every kind and nature paid or incurred by **Landlord** in operating, managing, equipping, policing, repairing, and maintaining the common areas (which includes the parking area and alley way). It is understood and agreed that capital expenditures in the nature of total repaving of the parking lot shall not constitute charges for which the **Tenant** is responsible hereunder, nor shall the **Tenant** pay any other capital charges. Beginning with the **Rent Commencement Date** of the Lease and each year thereafter, **Tenant** shall pay monthly, one twelfth of the yearly amount attributable to these premises for the previous year. At the end of each calendar year, the **Landlord** shall bill the **Tenant** for the actual charges incurred for the then current year and the **Tenant** shall either pay the extra amount owing or receive a refund for any excess amount paid. At the request of **Tenant, Landlord** shall substantiate the charges incurred referred to in this paragraph, as a condition of **Tenant's** obligation to pay same.

51. LANDLORD'S RENOVATIONS

Prior to the occupancy of the **Tenant**, the **Landlord,** at its cost, shall install a new 10-ton gas/electric HVAC unit servicing the Premises. No duct work will be installed, existing duct work will be left in place. The maintenance, repair, and or replacement of the HVAC unit will be the sole responsibility of the **Tenant**.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the **Landlord** and **Tenant** have hereunto set their hands and common seals on November 17, 2018.

LANDLORD:

Philnorstan Realty LLC,
a Massachusetts limited liability company

By: Philnorstan Realty Limited Partnership,
a Massachusetts limited partnership, its Manager

By: _____
Name: Gary B. Simon
Title: General Partner

TENANT:

Poet King Restaurant Group LLC,
a Massachusetts limited liability company

By: _____
Name: Matthew A. Saiia
Title: Authorized Signatory

GUARANTY

FOR VALUE RECEIVED, and in consideration of the execution and delivery of the within Lease, dated November ___, 2018, by and between Philnorstan Realty LLC, as **Landlord**, and Poet King Restaurant Group LLC, as **Tenant**, ("the Lease"), Matthew A. Saiia (the "Guarantor") hereby unconditionally guarantees to **Landlord** the full performance and observance of all the covenants, conditions, rent charges, and agreements therein provided to be performed and observed by the **Tenant** during any current one (1) year period of the Lease only (the "Guaranty"). The Guaranty shall run from the date of any uncured event of default through the following twelve (12) month lease period only, provided, however, the Guarantor's obligations with respect to the Guaranty shall in no event exceed twelve (12) months in the aggregate.

The Tenant, its successors and assigns, expressly agrees that the validity of this agreement and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the granting by the **Landlord** of any indulgences to **Tenant** or by reason of the assertion by **Landlord** against **Tenant** of any of the rights or remedies reserved to **Landlord** pursuant to the provisions of the within Lease or by relief of the **Tenant** from any of **Tenant**'s obligations under said Lease by operation of law or otherwise (including, but without limitation, the rejection of the said Lease in connection with proceedings under the bankruptcy laws now or hereafter enacted); the undersigned hereby waive all suretyship defenses.

The Guarantor covenants and agrees that this guaranty shall remain and continue in full force and effect, only as to the initial five (5) year period of this Lease as and from the Rent Commencement Date and not as to any renewal, modification or extension of this Lease provided Tenant is not in default at the time of such, modification or extension and has not been in any prior default during the initial term that has not been cured or remedied within any applicable grace or cure period. The Guarantor further agrees that his liability under this Guaranty shall be primary, and that in any right of action which shall accrue to the **Landlord** under said Lease, the **Landlord** may, at its option, proceed against the Guarantor and the **Tenant**, jointly and severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against the **Tenant**.

It is agreed that the failure of the **Landlord** to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions or covenants of the foregoing Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right; but the same shall continue and remain in full force and effect. Receipt of the rent by the **Landlord** with knowledge of the breach of any provisions of the foregoing Lease shall not be deemed a waiver of such breach.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the **Landlord**, and shall be binding upon the respective heirs, executors, administrators and assigns of the undersigned.

IN WITNESS THEREOF, the undersigned has caused this Guaranty to be executed on the 12 day of November 2018.

Matthew A. Saiia
838 Great Plain Avenue
Needham, MA 02492

[Signature page to Guaranty]

TOWN OF NEEDHAM

For Calendar Year: 2019

APPLICATION/ RENEWAL FOR A COMMON VICTUALLER LICENSE

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

Name of Corporation: Poet King Restaurant Group, LLC

Name of Establishment (*d/b/a*): Hungry Coyote

If business is a Corporation / Corporate Name and Officers: _____

_____

_____

If business is not a Corporation, Name of Owner: Matthew Saiia

Email Address: matt@poet-king.com

Address of Establishment: 1185 Highland Ave.

Contact Person (*name who will receive notices under this license*): Matthew Saiia

Mailing Address (of contact person), *if different from Establishment*: _____

838 Great Plain Ave., Needham, MA 02492

Establishment's Days of Operation: Sunday - Saturday

Establishment's Hours of Operation: 6am - 10pm (Fri. & Sat. until 12am)

Manager: Leona Leon # of Staff: 3-5 # of Seats: 54

Telephone Number: 781-443-4041 Fax Number: n/a

Signature of Owner: _____ Date: Jan 31, 2019

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

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

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

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

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

_____ _____

Signature of Applicant (Mandatory) By Corporate Officer (if applicable)

83-2150172 _____ Jan 31, 2019

Either a Social Security Number Date (required)

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

Part I ADMINISTRATION OF THE GOVERNMENT

Title XX PUBLIC SAFETY AND GOOD ORDER

Chapter 138 ALCOHOLIC LIQUORS

Section 16C LICENSES FOR PREMISES NEAR SCHOOLS OR CHURCHES

Section 16C. Premises, except those of an innholder and except such parts of buildings as are located ten or more floors above street level, located within a radius of five hundred feet of a school or church shall not be licensed for the sale of alcoholic beverages unless the local licensing authority determines in writing and after a hearing that the premises are not detrimental to the educational and spiritual activities of said school or church; but this provision shall not apply to the transfer of a license from premises located within said distance to other premises located therein, if it is transferred to a location not less remote from the nearest school or church than its former location. Any applicant who has been denied a license under this section shall have the right to an appeal under section sixty-seven.

In this section a church shall mean a church or synagogue building dedicated to divine worship and in regular use for that purpose, but not a chapel occupying a minor portion of a building primarily devoted to other uses, and a school shall mean an elementary or secondary school, public or private, giving not less than the minimum instruction and training

Exhibit B

Town of Needham
Select Board
Minutes for April 10, 2019
Needham Town Hall
Select Board's Chamber

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

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

7:00 p.m. Reorganization of the Board:
Theodora K. Eaton, Town Clerk, swore in newly reelected Official: Daniel P. Matthews.

The Board accepted nominations for reorganization of the Select Board:

Motion by Mr. Handel that the Select Board vote to nominate John A. Bulian to serve as Chair of the Town of Needham Select Board.
Second: Mr. Borrelli. Unanimously approved 5-0.

The Board repositioned itself and Mr. Bulian took his place as Chair. He called for nominations for the following positions:

Motion by Mr. Matthews that the Select Board vote to nominate Maurice P. Handel to serve as Vice-Chair of the Town of Needham Select Board.
Second: Mr. Borrelli. Unanimously approved 5-0.

Motion by Mr. Handel that the Select Board vote to nominate Matthew D. Borrelli to serve as Secretary/Clerk of the Town of Needham Select Board.
Second: Mr. Matthews. Unanimously approved 5-0.

Mr. Bulian thanked Mr. Matthews for his service as Chair of the Select Board and presented him with a clock in appreciation for his work. Mr. Matthews thanked Town staff and volunteers for the productive year, and voters who elected him to serve another term on the Board.

Motion by Mr. Borrelli that the Select Board vote to approve the Select Board's regular meeting schedule for the year as printed, subject to changes as necessary during the course of the year.
Second: Ms. Cooley. Unanimously approved 5-0.

Motion by Mr. Matthews that the Select Board vote to appoint Sandy Cincotta to serve as Committee Secretary for the Town of Needham Select Board.
Second: Mr. Borrelli. Unanimously approved 5-0.

Motion by Mr. Matthews that the Select Board vote to appoint Mary Hunt to serve as Recording Secretary for the Town of Needham Select Board.
Second: Mr. Handel. Unanimously approved 5-0.

7:08 p.m. Public Hearing - Application for a License to Store Fuel Aboveground at 189 B Street:
Joy Forbes, Vice President, Planning and Development, NBC Universal and Chad Bern, Vice President of Finance appeared before the Board with a request for a license to install (1) 10,000 gallon aboveground diesel fuel tank to be used for an emergency backup generator at the property located at 189 B Street, Needham. Section 4.3 of the Town of Needham General By-laws states that any amount of liquid petroleum gas in excess of 500 gallons on a property requires a license by the Select Board.

Ms. Fitzpatrick indicated all paperwork is in order.

Mr. Bulian invited public comment. No comments were heard.

Motion by Mr. Handel that the Select Board vote to approve and authorize the Chairman to sign a license for NBC Universal to install (1) 10,000 gallon aboveground diesel fuel tank to be used for an emergency backup generator at the property located at 189 B Street, Needham.
Second: Mr. Borrelli. Unanimously approved 5-0.

7:15 p.m. Appointments and Consent Agenda:
Motion by Mr. Handel that the Select Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS: No Appointments were made at this meeting.

CONSENT AGENDA

1. **Accept the following donations made to the Needham Park and Recreation Commission's Arts in the Parks Summer Concert Series: $800 from Copley Motorcars Corporation; and $500 from Friends of Denise Garlick.**
2. **Accept the following donation made to the Needham Community Revitalization Trust Fund: $100 from Kate Carter.**
3. **Update Downtown Permit Parking Program Rules and Regulations to allow pro-ration of fee.**
4. **Accept a $25 donation made to the Needham Aging Services Donation Account in memory of Donna Wheeler King from Toni A. Picariello, a resident of South Carolina.**

5. **Approve Open Session minutes from March 25, 2019 and March 26, 2019; and approve Executive Session minutes from March 12, 2019, and March 26, 2019.**
6. **Water & Sewer Abatement Order #1272**
7. **Approve a request from Michelle Harris, of PLGA Foundation d/b/a A Kids' Brain Tumor Cure, to hold its "Geared Up for Kids 2019" bike ride on June 2, 2019. The bike ride will start at 8:00 a.m. and will finish by noon. The route of the race was approved by the following departments: DPW, Police, Fire, and Park and Recreation.**
8. **Approve 2019 Mobile Food Vendor Permit for Chicken and Rice Guys for A Street location.**
9. **Grant permission for the following residents to hold block parties:**

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Andrea Thornton	90 Norfolk	Norfolk St.	6/29/19	N/A	2pm-10pm

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

7:12 p.m. Public Hearing: New Alcoholic License at 1185 Highland Avenue, Poet King Restaurant Group d/b/a Hungry Coyote

Matt Saiia, owner, Poet King Restaurant Group, Francisco Mendez, kitchen manager, and Leona Leon, proposed manager appeared before the Board seeking approval for an application for an All Alcoholic License for Poet King Restaurant Group Inc., d/b/a Hungry Coyote. Hungry Coyote is a new restaurant that will be located at 1185 Highland Avenue (formerly the site of Orange Leaf). The restaurant will consist of 2,430 sq. ft. on one floor. Included on the first floor is a dining room with a total seating capacity for 54 patrons, restrooms, open kitchen and service bar with seating area. There is one main entrance located in the front of the building and two entrance/emergency exits in the rear of the building.

One church and one school located within the 500' radius of proposed premises and M.G.L. Chapter 138 section 16C requires a vote of the Board after public hearing. No written comment was received by either with respect to this hearing.

Mr. Saiia explained the restaurant is a counter-style taqueria, with alcohol service only in the evening. He said the restaurant is "fast casual" and is expected to serve breakfast, lunch, and dinner.

Mr. Matthews asked about prior experience in the restaurant industry, explaining Needham's history as a dry town, and that rules must be followed.

Discussion ensued on the restaurant layout, hours of operation, and service of alcohol. Mr. Saiia said a 100% ID compliance policy will be in place.

Mr. Matthews told Ms. Leon, as Manager of Record, she is personally responsible for everything having to do with the liquor license and alcohol service. He asked that the full resume, including restaurant and liquor service experience, for Ms. Leon be provided as part of documentation. Mr. Matthews said the concept is innovative. He explained to the proponents that it is their job to figure out the details for a successful business, and that it must be understood the Select Board will not be held responsible for any missteps. Mr. Saiia acknowledged Mr. Matthews comment.

Mr. Bulian invited public comment. No comments were heard.

Motion by Mr. Handel that (A) the Select Board approve the application for a new All Alcohol License under the Town of Needham Rules and Regulations Applicable to the Sale of Alcoholic Beverages in Restaurants to Poet King Restaurant Group d/b/a Hungry Coyote, Leona Leon Turano, Manager, and to forward the approved Alcohol License application to the ABCC for approval; (B) that the Select Board approve the application for a Common Victualler License; (C) the Select Board determines that the premises are not detrimental to the educational and spiritual activities of the Christ Church of Needham or to Needham High School.
Second: Ms. Cooley. Unanimously approved 5-0.

7:00 p.m. Hearing: Application for Pledge of License - Needham Cabot Concessions, 100 Cabot Street

Andrew Upton, Attorney representing Needham Cabot Concessions, 100 Cabot Street is requesting the Board approve a Pledge of Collateral (Alcohol License) to Customers Bank, a Pennsylvania chartered bank. Needham Cabot Concessions holds the alcohol license at the Sheraton Needham Hotel.

Discussion ensued on the licensee, operator of the Needham Sheraton Hotel, and the ownership group. Mr. Upton said Needham Cabot Concessions is the holder of the alcohol license, receives revenue, and pledges the interest in the license.

Motion by Mr. Matthews that the Board approve and sign the Pledge of Collateral (Alcohol License) application submitted by Needham Cabot Concessions and to forward the approved Application for Pledge of Collateral to the ABCC for approval.
Second: Mr. Handel. Unanimously approved 5-0.

7:36 p.m. N2 Innovation District:

Greg Reibman, President, Newton Needham Chamber of Commerce and Chuck Tanowitz, Director, N2 Innovation District provided the Board background information supportive of the N2 Innovation District's request for additional funding from the Town of Needham for two more years.

Mr. Reibman thanked the Town for its donation of $20,000 two years ago supporting Newton Needham Chamber's efforts to revitalize the economic development district known at N2 Innovation District.

A handout detailing accomplishments in the N2 Innovation District was reviewed. Mr. Tanowitz commented on programming that brings people together and marketing efforts enticing businesses to the district, citing access to food trucks, block parties, and local colleges. Mr. Reibman commented on the budget for the two years, noting the monies were spent prudently but additional funds from the private sector and municipal partners are needed. He said the goal is to find a sustainable way to fund staffing and programming.

Mr. Bulian commented he is comfortable supporting the first five years of the program, but will not support anything beyond that point. He suggested contributions by "dues" to continue the initiative.

Mr. Handel said participation of both municipalities in fundraising is leverage for approaching private sector businesses.

Mr. Borrelli said asking for taxpayer dollars will generate many questions at Town Meeting. He said without concrete backup of why funds are needed, it will be a "tough ask" at Town Meeting. Mr. Borrelli suggested it may not be worth it to be exposed to numerous questions.

Ms. Cooley said she is glad to hear the initiative will be phased out, as it is tricky to continue to ask for funding. She said an annual meeting would be helpful to monitor progress. Ms. Cooley said Needham has always asked how to best work together to ensure success of the Needham Crossing and properties. Ms. Cooley suggested the Needham Crossing logo is included all marketing efforts.

Discussion ensued with an update on construction along Needham Street in Newton and the transportation corridor.

The Board thanked Mr. Reibman and Mr. Tanowitz for the update.

7:40 p.m. 2019 Citizens Petition: Home Rule Petition - Resolution to Prevent Nuclear War
Joe McCabe, petitioner, along with Citizen's Committee members Linda Davis, Shirley Quinn, and Catherine Bonas discussed with the Board his submission for the 2019 Annual Town Meeting Warrant.

Mr. McCabe said the Committee is bringing to Town Meeting an article supporting a proposal called "Pull Back from the Brink of Nuclear War," first introduced by Physicians for Social Responsibility and the Union of Concerned Scientists. He commented both organizations have been in the forefront on the risks of nuclear war that continue to be present. Mr. McCabe said there is concern the risks are increasing. He explained the five point recommendations

adopted by a number of civic groups, city and town governments, and state governments to reduce the risks. Mr. McCabe said it is important for Needham to be given the opportunity to bring forward concerns to the federal government. He said the more support from local governments, the more likely it is the resolution will move forward in Congress.

Discussion ensued on the five point recommendation including (1) renouncing the option to use nuclear weapons first, (2) ending the sole unchecked authority of any president to launch a nuclear attack, (3) taking U.S. nuclear weapons off "hair trigger alert," (4) canceling plans to replace the entire arsenal with enhanced nuclear weapons, and (5) actively pursuing a verifiable agreement among nuclear armed states to eliminate their arsenals.

Mr. Handel asked how many towns are considering the resolution.

Linda Davis said the resolution has passed in Baltimore, Chicago, Los Angeles, locally in Somerville, Cambridge, and Brookline, and in countless municipalities across the nation.

Mr. Bulian referred to point three and asked "In an age where things move very quickly, how is there enough time for committee discussion when a decision must be made instantaneously?" He said he does not have intimate knowledge of what happens at the highest level of government.

Mr. McCabe commented it's easy to make mistakes if decisions are made very quickly. He noted the resolution was carefully worded and that there must be a better solution.

Mr. Borrelli commented there are two sides to every story and he is in no position to pass a resolution that he does not know enough about. He said there are people, including himself, that think the president should have the sole authority because time may be of the essence. Mr. Borrelli said perhaps there is a better way, but he is not willing to substitute his judgment for that of the military. He summarized everyone agrees nuclear war would be catastrophic, but is unsure how to move forward so that Town Meeting can actually pass something.

Ms. Cooley said she does not think she can add much more to the discussion. She agreed with Mr. Borrelli that understanding the whole picture is important.

Shirley Quinn said the threat is enormous and a first step must be taken. She said the resolution must be introduced so people can think about it.

Mr. Matthews said the subject is important and normally discussed at the federal level of government. He said the system of government is divided by federal, state, and local levels to achieve the best outcomes. He commented a bedrock principle of Needham's form of government is that Town Meeting has the right to

express its opinion on any matter it deems important. And, as citizens, the proponents have a right to present the resolution. He noted there are many national issues folks would like to weigh in on and asked "why is this subject the exception?"

Mr. McCabe said the issue is the exception because the risks are so great and increasing. He said it has also not been possible to address the issue from the top down. Mr. McCabe said the opportunity is for citizens to speak as a group about their concerns.

Ms. Davis said grassroots sentiment is very important and if needs are not made known on a national level, it says something about democracy.

Discussion ensued on the language of the resolution.

Ms. Quinn said people must recognize the danger and discussion must get started.

The Board thanked the presenters for the discussion.

8:25 p.m. Stretch Energy Code:
Dave Roche, Building Commissioner discussed the Stretch Energy Code and answered questions pertaining to the proposed adoption of the code.

Mr. Roche gave an overview of the Stretch Code coming before Town Meeting in May. He discussed the impact of the Stretch Code to the Town, saying there will not be a huge impact on current construction in Needham, noting the only difference between the stretch code and current energy code is the HERS rater, which is simply another way to pass energy requirements. He commented most builders already use the HERS rater, and most homes being built in Needham are high end and meet Energy Star standards. He said the overall cost is only a few thousand dollars when compared to the entire cost of a new home.

Mr. Bulian pointed out the Stretch Code is a requirement for new construction only, not home additions.

Ms. Cooley said after discussion with builders, she was persuaded that it is a reasonable and rational thing to do, as most builders are already hiring HERS raters. She commented there is a critical mass, where if the new Stretch Code was problematic, many people would be involved in the conversation. Mr. Roche said he cannot foresee standards becoming any stricter, as homes are "so tight."

Mr. Borrelli said the Stretch Code would not affect Needham. He commented the irony is older homes are not energy efficient and people seem to question whether to tear them down, but yet new homes are energy efficient. Mr. Borrelli said supporting the Stretch Code is not a referendum on the Green Communities Act.

Mr. Matthews said the Stretch Code makes sense, but it must be understood joining the Green Communities program is a separate decision and that adopting the Stretch Code is only part of the Green Communities process.

Mr. Handel asked about "tight homes." Discussion ensued on outside air being brought into a home.

The Board thanked Mr. Roche for the discussion.

8:36 p.m. Warrant Article Update:
Rick Merson, Director of Public Works updated the Board on several articles in the 2019 Annual Town Meeting Warrant relating to public works.

He discussed Article 16 - Downtown Snow Removal Pilot Program in the warrant commenting on the $35,000 request for new equipment should the Town start plowing and clearing sidewalks in the business district in the area of the new streetscape project. Mr. Merson explained the capabilities of the new equipment.

Mr. Handel said the program has been a long standing goal and will be appreciated by the business community.

Discussion ensued on expanding the program should the pilot be successful.

The Board thanked Mr. Merson for the update.

8:45 p.m. Town Manager:
Kate Fitzpatrick, Town Manager appeared before the Board with three items to discuss:

1. License Agreement/Needham Community Farm
Ms. Fitzpatrick recommended the Board approve and sign the one year extension of the License Agreement for use of Town-owned land at the NIKE site by the Needham Community Farm. She said the procurement for this license agreement was initially conducted by the School Department. Since Town Meeting transferred jurisdiction of the NIKE site to the Select Board, the License Agreement has been updated and the extension must be approved by the Board. Ms. Fitzpatrick explained slight changes being made to the License Agreement, including jurisdiction and clarifying that the farm supply local food pantries, which has been the case. She said the farm has been very successful.

Mr. Matthews commented on the long term plan and reconfiguring of the active use areas at Ridge Hill/NIKE site, plus the manor house. He said it will take a while to determine the long range plan.

Motion by Mr. Handel that the Board approve and sign the License Agreement between the Town and the Needham Community Farm for the period of May 1, 2019 through April 30, 2020.

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

2. Close Special Town Meeting Warrant
   Ms. Fitzpatrick recommended that the Board vote to close the warrant for the May 13, 2019 Special Town Meeting. She commented on the four articles contained in the warrant.

   Motion by Mr. Handel that the Board vote to close the warrant for the May 13, 2019 Special Town Meeting, subject to technical corrections to be made by the Town Manager, Town Counsel, and Bond Counsel.
   Second: Mr. Borrelli. Unanimously approved 5-0.

3. Annual Town Meeting Warrant and Special Town Meeting Warrant
   The Board took positions on articles contained in each warrant:

   Annual Town Meeting Warrant

   Motion by Mr. Handel that the Board vote to withdraw Article 4 - Fund Collective Bargaining Agreement/Needham Police Union in the Annual Town Meeting Warrant.
   Second: Ms. Cooley. Unanimously approved 5-0.

   Motion by Mr. Handel that the Board vote to withdraw Article 5 - Fund Collective Bargaining Agreement/Needham Police Superior Officers Association in the Annual Town Meeting Warrant.
   Second: Ms. Cooley. Unanimously approved 5-0.

   Motion by Mr. Handel that the Board vote to withdraw Article 6 - Fund Collective Bargaining Agreement/Needham Fire Union in the Annual Town Meeting Warrant.
   Second: Ms. Cooley. Unanimously approved 5-0.

   Motion by Mr. Borrelli that the Board vote to support Article 24 - Amend Zoning By-Law - Accessory Dwelling Unit in the Annual Town Meeting Warrant.
   Second: Mr. Handel. Unanimously approved 5-0.

   Motion by Mr. Borrelli that the Board vote not to support Article 25 - Amend Zoning By-Law - Dimensional and Use Regulations for the Transit Oriented Development Sub-District of the Lower Chestnut Street Overlay District in the Annual Town Meeting Warrant.
   Second: Mr. Handel. Unanimously approved 5-0.

   Motion by Mr. Borrelli that the Board vote not to support Article 26 - Amend Zoning By-Law - Map Change to Chestnut Street Business District

and Lower Chestnut Street Overlay District in the Annual Town Meeting Warrant.
Second: Mr. Handel. Approved 4-1. Ms. Cooley voted nay.

Motion by Mr. Matthews that the Board vote not to support Article 27 - Amend Zoning By-Law Map Change to Transit Oriented Development Sub-District of Lower Chestnut Street Overlay District in the Annual Town Meeting Warrant.
Second: Mr. Borrelli. Unanimously approved 5-0.

Article 28 - Defer (Amend Zoning By-Law - Self Storage Facilities in Mixed Use - 128 District)

Motion by Mr. Matthews that the Board vote to support Article 49 - Amend General By-Law/Stretch Energy Code in the Annual Town Meeting Warrant.
Second: Mr. Handel. Unanimously approved 5-0.

Motion by Mr. Handel that the Board vote not to support Article 50 - Home Rule Petition - Town Meeting in the Annual Town Meeting Warrant.
Second: Mr. Matthews. Unanimously approved 5-0.

Article 51 - Defer (Home Rule Petition - Resolution to Call for the United States to "Pull Back From the Brink" and Prevent Nuclear War - An Existential Threat to the Future of Humanity and the Planet.

Special Town Meeting Warrant

Motion by Mr. Handel that the Board vote to support Article 1 - Appropriate for N2 Innovation District in the Special Town Meeting Warrant.
Second: Mr. Borrelli. Unanimously approved 5-0.

Motion by Mr. Borrelli that the Board vote to support Article 2 - Amend the FY2019 Operating Budget in the Special Town Meeting Warrant.
Second: Ms. Cooley. Unanimously approved 5-0.

Motion by Mr. Borrelli that the Board vote to support Article 3 - Amend the FY2019 Community Preservation Budget in the Special Town Meeting Warrant.
Second: Ms. Cooley. Unanimously approved 5-0.

Motion by Mr. Borrelli that the Board vote to support Article 4 - Amend General By-Laws/Non Criminal in the Special Town Meeting Warrant.
Second: Ms. Cooley. Unanimously approved 5-0.

9:05 p.m. Board Discussion:

1. Committee Reports

Mr. Matthews commented on the Annual Meeting Schedule, saying he has a conflict for July 23, 2019. He suggested finding an alternative date where the entire Board could attend, possibly a day other than a Tuesday in July.

9:10 p.m. Adjourn:

Motion by Mr. Borrelli that the Select Board vote to adjourn the Select Board meeting of Wednesday, April 10, 2019.
Second: Ms. Cooley. Unanimously approved 5-0.

A list of all documents used at this Select Board meeting are available at:

http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID=

Exhibit C

TOWN OF NEEDHAM, MASSACHUSETTS
PUBLIC HEALTH DIVISION

(781) 455-7940; Ext. 504

Needham Public Health
Prevent. Promote. Protect

2019 Food Establishment Permit

In accordance with 105 CMR (Article X of the State Sanitary Code), a permit to operate a retail / food establishment is hereby granted to:

Establishment:	Hungry Coyote
Manager:	Francisco Mendez
Address:	1185 Highland Ave
Phone:	617-784-1374

Type of License: Food Service / Annual

Diana Acosta

Diana C. Acosta, MPH
Environmental Health Agent

August 8, 2019
Issue Date

December 31, 2019
Expiration Date

NON-TRANSFERABLE **POST CONSPICUOUSLY**

Exhibit D

Needham Public Health Division
178 Rosemary Street, Needham, MA 02494 781-455-7940ext. 504
www.needhamma.gov/health 781-455-7922 (fax)
Prevent. Promote. Protect.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on December 3, 2021 (the "Effective Date"), by and between Needham Public Health Division located at 178 Rosemary St, Needham Heights, Massachusetts 02494 (the "First Party"), and Hungry Coyote located at 1185 Highland Ave, Needham, Massachusetts 02492 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the scope of compliance with state and federal food codes.

2. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a safe and sanitary Food Establishment which adheres to the 2013 Federal Food Code and 105 CMR 590.00: State sanitary code chapter X: Minimum sanitation standards for food establishments and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

A binding commitment with respect to the project described herein will result only from execution of definitive agreements, subject to the conditions contained therein.

Needham Public Health Division shall render and provide the following services that include, but are not limited to:

- The Needham Public Health Division and any other parties hired by the Public Health Division (i.e. Berger Food Safety Consulting) will continue to conduct check-ins, at random, to ensure safe and sanitary conditions are being maintained. Any logs can and will be spot checked to ensure compliance.

Hungry Coyote shall render and provide the following services that include, but are not limited to:

- There must me at **least two trained staff**, who hold a Food Protection Manager certificate by **January 1, 2022**. A Food Protection Manager must be on site **at all hours** that the establishment is open. Owner must also have updated ServSafe Food Manager and Food Allergy Training certifications submitted online for our file.
- New hires must have basic food safety training. They must be trained in maintaining the establishment's temperature and cleaning logs. Restaurant must maintain sufficient, trained staff in order to maintain a safe and sanitary food establishment.
- The establishment **must remain free of pest activity**. The restaurant must be maintained and free of excessive food debris and grease buildup on and under any equipment. Bar area needs to

be kept clean and maintained and free of fruit flies. Pest control to be performed in all areas of the food establishment both interior and exterior bi-weekly by a licensed pest control operator. All reports must be submitted to the Needham Public Health Division as they are received. Any holes or gaps identified in the reports must be repaired as soon as possible. If it cannot be immediately addressed, continued monitoring of holes and gaps must be part of the building envelope maintenance protocols. All exterior doors must remain closed, unless actively accepting a delivery.

- Need to ensure the restaurant is on a strict and frequent cleaning protocol. Cleaning logs must be filled out daily by staff and submitted to the Public Health Division on a weekly basis.
- Temperature logs of cooling equipment must be maintained where temperatures are taken at least twice a day. **These logs are to be submitted weekly**.
- Proper and sufficient bulk food cooling protocols must be followed on site. Employees must be trained on these protocols (i.e. use of ice wand, etc.).
- Ensure that ONLY staff is allowed in food prep areas, and enforce that protocol, including adding a lock to prevent access of non-staff into those areas.
- All cold-holding equipment must be maintained in good working order, including the maintenance of equipment gaskets, etc.
- Trash and Recycling Dumpsters must be maintained and increased pick-up days must be added if trash is overflowing or unable to close covers to contain trash in-between scheduled pick-up days.
- Permission for the Public Health Division to discuss reports with the pest control company must be granted.

4. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 6 months from the Effective Date of this notice.

If the establishment is found to continue to be out of compliance in any aspect of the 2013 Federal Food Code and 105 CMR 590.00: State sanitary code chapter X: Minimum sanitation standards for food establishments, the Needham Public Health Division reserves the right to limit (i.e. restrict hours or days of operation including takeout and delivery) or suspend the Food Establishment Permit for Hungry Coyote.

5. LEGAL COMPLIANCE

Hungry Coyote acknowledges and understands that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Hungry Coyote assumes full responsibility for their performance under the terms of this Memorandum.

6. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

7. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Massachusetts.

8. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Needham Public Health Division and Hungry Coyote and shall be effective as of the date first written above.

(Sign)

Tara Gurge, Assistant Public Health Director

(Print)

Needham Public Health Division

178 Rosemary St

Needham Heights, Massachusetts 02494

(Date) 12/3/2021

(Sign)

(Print)

Hungry Coyote

1185 Highland Ave

Needham, Massachusetts 02492

(Date)

(cont.)

Needham Public Health Division

178 Rosemary Street, Needham, MA 02494 781-455-7940ext. 504
www.needhamma.gov/health 781-455-7922 (fax)

Prevent. Promote. Protect.

Diana Acosta

(Sign)

Diana Acosta, Environmental Health Agent

(Print)

Needham Public Health Division

178 Rosemary St

Needham Heights, Massachusetts 02494

(Date) 12/3/2021

(Sign)

(Print)

Hungry Coyote

1185 Highland Ave

Needham, Massachusetts 02492

(Date)

Needham Public Health Division
178 Rosemary Street, Needham, MA 02494 781-455-7940ext. 504
www.needhamma.gov/health 781-455-7922 (fax)

6. **NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

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(Sign)

Tara Gurge, Assistant Public Health Director

(Print)

Needham Public Health Division

178 Rosemary St

Needham Heights, Massachusetts 02494

(Date) 12/3/2021

(Sign)

Francisco Mendez

(Print)

Hungry Coyote

1185 Highland Ave

Needham, Massachusetts 02492

(Date) 12-7-2021

(cont.)

3

Needham Public Health Division

178 Rosemary Street, Needham, MA 02494 781-455-7940ext. 504
www.needhamma.gov/health 781-455-7922 (fax)

Diana Acosta

(Sign)

Diana Acosta, Environmental Health Agent

(Print)

Needham Public Health Division

178 Rosemary St

Needham Heights, Massachusetts 02494

(Date) 12/9/2021

(Sign)

Francisco Mendez

(Print)

Hungry Coyote

1385 Highland Ave

Needham, Massachusetts 02492

(Date) 12-07-2021

Exhibit E

Needham Public Health Division

178 Rosemary St., Needham, MA 02494 781-455-7940 ext. 504
www.needhamma.gov/health 781-455-7922 (fax)

Needham Public Health
Prevent. Promote. Protect.

CERTIFIED MAIL #7016 3010 0001 0243 2615
RETURN RECEIPT REQUESTED
Francisco Mendez, Owner
Hungry Coyote
1185 Highland Avenue
Needham, MA 02492

CERTIFIED MAIL #7016 3010 0001 0243 2622
RETURN RECEIPT REQUESTED
Francisco Mendez, Owner
Hungry Coyote
24 Yurick Road
Needham, MA 02492

SUMMARY SUSPENSION ORDER
M.G.L. c.111, §30 and 105 CMR 590.014(A)

1. This Summary Suspension Order is issued to the Hungry Coyote restaurant located at 1185 Highland Avenue, Needham MA 02492 and to permit holder Francisco Mendez, 1185 Highland Avenue and/or 24 Yurick Road, Needham MA 02492.

2. The Town of Needham Board of Health's authorized agents have determined that an imminent health hazard exists at the Hungry Coyote restaurant located at 1185 Highland Avenue, which requires the immediate suspension of the food establishment permit.

3. This determination of an immediate health hazard is based on violations of the following provisions of the *2013 Federal Food Code* and *105 CMR 590- State Sanitary Code Chapter X - Minimum Sanitation Standards for Food Establishments,* each of which have been found by the Board of Health's authorized agents:

- **FC 2-103.11 (I) Duties of Person in Charge** - The person in charge shall ensure that employees are properly maintaining the temperatures of TCS foods during hot and cold holding through daily oversight of the employees' routine monitoring of food temperatures.
- **FC 2-103.11 (N) Duties of Person in Charge** - The person in charge shall ensure that employees are properly trained in food safety, including food allergy awareness, as it relates to their assigned duties.
- **FC 3-302.11 (A)(1) Raw Animal Foods Separated from RTE** - Food shall be protected from cross-contamination by: (1) Separating raw animal foods during storage preparation, holding and display from: (a) Raw RTE food including other raw animal food such as fish for sushi or molluscan shellfish or other raw RTE food such as fruits and vegetables, and (b) cooked RTE food.
- **FC 3-305.11 Food Storage** - Food shall be protected from contamination by storing food: in a clean dry location; where it is not exposed to splash, dust, or other contamination; and at least 6 inches off the floor.
- **FC 3-501.16 (A)(2) (B) Proper Cold Holding Temps**. - Except during preparation, cooking, or cooling, or when time is used as the public health control as specified under section 3-501.19, and except as specified under paragraph (B) and in paragraph (C) of this section, TCS food shall be maintained at 41°F or less. Eggs that have not been treated to destroy all viable Salmonellae shall be stored in refrigerated equipment that maintains an ambient air temperature of 45°F or less.
- **FC 4-501.11 Good Repair and Proper Adjustment** - Equipment shall be maintained in a state of repair and condition that meets FDA requirements. Equipment components such as doors, seals, hinges,

fasteners, and kick plates shall be kept intact, tight, and adjusted in accordance with manufacturers specifications. Cutting or piercing parts of can openers shall be kept sharp to minimize the creation of metal fragments that can contaminate food when the container is opened.

- **105 CMR 590.011: (A) Anti-choking Procedures in Food Service Establishments -** (1) Pursuant to M.G.L. c. 94, § 305D, restaurants with a certain seating capacity are required to have one or more employees trained in a manual choke-saving procedure in accordance with 105 CMR 605.000: Approved Choke-saving Procedures. (2) Each food service establishment with a seating capacity that conforms with M.G.L. c. 94, § 305D shall: (a) Have on its premises, while food is being served, an employee trained in manual procedures approved by the Department to remove food lodged in a person's throat; and (b) Make adequate provision for insurance to cover employees trained in rendering such assistance.
    - **105 CMR 605.004:** Each restaurant having a seating capacity of 25 or more persons shall keep a list of those employees trained in approved manual procedures.

4. Based on the foregoing, it is hereby **ORDERED** that all operations of the Hungry Coyote shall **immediately cease and desist**.

5. The emergency closure of this establishment shall remain in effect until all conditions cited above are corrected, and the corrections have been confirmed by the Board of Health's authorized agent through inspection and other means as appropriate. Without limiting the steps that you must take in order to adequately correct this hazard, you are hereby required to:

- Meet all requirements contained in the Memorandum of Understanding (MOU) with the Needham Public Health Division dated December 3, 2021, including but not limited to, the items noted below:
    - At least two ServSafe Food Protection Manager Certificates must be submitted.
    - There must be at least one ServSafe Food Protection Manager on-site **at all hours** the establishment is operational.
    - The establishment must be deep-cleaned and cleaning logs must be implemented and submitted weekly.
    - Temperature logs must be implemented and submitted weekly.
    - Pest control must be contracted for services to be conducted every other week. Copies of these pest control reports must be submitted for review. (Copy of signed contract must be submitted.)

- Must start taking sanitizer concentration/pH testing paper logs to ensure proper sanitizer concentration is set up at 3-Bay sink. Logs will need to be submitted weekly.

- Choke Saver training must be conducted and a valid training certificate must be submitted.

- Food Allergy training must be completed and additional training certificates must be submitted for additional staff.

- Arrange for all cold-holding equipment on site to be assessed by a qualified outside food safety consultant and install new and/or additional cold-holding equipment as found to be necessary by the outside consultant for proper cold-holding storage.

- Ensure all food is stored properly, protected, and in the correct order.

- A new plan review of the establishment must be submitted Any new equipment spec sheets will need to be submitted for approval, OR if insufficient cold-holding equipment observed or if additional equipment cannot be accommodated on site, Menu items will need to be cut back in

order to ensure that sufficient refrigeration is provided on site to accommodate all Menu items listed. Newly revised Menu will need to be submitted for our review/approval.

- Need to ensure that your trained ServSafe Food Manager(s) is available on site during ALL hours of operation (including weekends) going forward to ensure proper food safety protocols are being practiced and consistently maintained on site. (Need a document in writing back from owner with staff schedules, along with copies of certs., which confirm this requirement.)

- All staff must be re-trained by a qualified food safety consultant on an ongoing basis (and all new hires must be similarly trained on an ongoing basis) and you must continue to hold frequent hands-on training of staff on proper food safety practices. Food safety audits and unannounced spot check inspections should be expected until the Public Health Division observes dramatic improvements on site. A copy of a signed food safety contract from a third-party consultant will need to be submitted to the Public Health Division. The Public Health Division must also receive copies of these audit inspection reports and training status updates from your consultant.

- All previously observed violations need to be corrected ASAP, i.e. all refrigeration gaskets replaced, sanitizer set up correctly, proper thawing practices need to be conducted, proper date-marking, proper calibration of thermometers, proper storage of raw food items (not mixing with ready-to-eat food items or storing raw above ready-to-eat foods), demonstrate food safety knowledge, need to ensure dumpsters on an increased pick-up schedule and areas around dumpsters are put on a more frequent cleaning schedule (need to be added to cleaning log), Bar area needs to be put on a more frequent cleaning schedule and noted on cleaning log, floor drains must be added to cleaning log and must be put on a routine cleaning schedule, need to verify proper cooling ice wands on site etc.

This Summary Suspension Order applies to the establishment's current contract to serve lunches for Saint Joseph's school.

You have the right to a hearing before the Board of Health, provided that you file a written request for a hearing within ten (10) days of receipt of this Summary Suspension Order. In the event of such a request, a hearing will be scheduled within three (3) business days after receipt of a written request. You also have the right to inspect and obtain copies of all relevant inspection reports, orders, notices, and other documentary information in the possession of the Board of Health, and the right to be represented at any hearing.

If you wish to request a hearing, a written request should be delivered to:

Tara Gurge, Assistant Public Health Director
Rosemary Recreation Complex
178 Rosemary Street
Needham, MA 02494

As stated above, this Summary Suspension Order is effective immediately; a written request for a hearing **does not** stay the effectiveness of this Order.

Please feel free to contact the Public Health Division if you have any questions on what is stated in this Summary Suspension Order. Assistant Public Health Director Tara Gurge can be reached at (781) 455-7940; Ext. 211 or via email Tgurge@needhamma.gov. You can also contact Diana Acosta, Environmental Health Agent, at (781) 455-7940; Ext. 220 or via email at DAcosta@needhamma.gov.

Issued this 31st day of December, 2021 by:

Tara E. Gurge, R.S., C.E.H.T., M.S.
Assistant Public Health Director
Needham Public Health Division
Rosemary Recreation Complex
178 Rosemary Street
Needham, MA 02494

cc: Timothy McDonald, Health and Human Services Director; Tiffany Zike, Assistant Public Health Director; Katie King, Assistant Town Manager; Christopher Heep, Needham Town Counsel; Diana Acosta, Environmental Health Agent; Monica Pancare, Environmental Health Agent

Exhibit F

Diana Acosta

From: Tara Gurge
Sent: Thursday, December 30, 2021 3:36 PM
To: Francisco Mendez
Cc: Diana Acosta; Monica Pancare
Subject: Emergency Order Suspension Letter for Hungry Coyote - Starts Jan. 1, 2022
Attachments: HungryCoyoteSuspenLetterFinal-12-30-21.pdf

Importance: High

Francisco –

Here is a copy of your Emergency Order Suspension letter for your food establishment, Hungry Coyote (See attached.) We have also mailed hard copies of this letter in the mail to you. You will not be allowed to open up for business **on Saturday, January 1, 2022**, due to these on-going food safety concerns. We will be posting this order on the front door of your food establishment, per Town Counsel advisement. (Please **DO NOT** remove this mandatory order until the Board of Health and the Public Health Division approves your status and allows you to re-open for business.)

Please confirm that you received this email so that we have a confirmation that you received this order.

We will be able to answer any questions that you may have. We have listed everything in this letter that we will need to see immediate improvements on.

We will look forward to hearing back from you soon on that confirmation.

Thanks,

TARA E. GURGE, R.S., C.E.H.T., M.S. (she/her/hers)
ASSISTANT PUBLIC HEALTH DIRECTOR
Needham Public Health Division
Health and Human Services Department
178 Rosemary Street
Needham, MA 02494
Ph- (781) 455-7940; Ext. 211/Fax- (781) 455-7922
Mobile- (781) 883-0127
Email- tgurge@needhamma.gov
Web- www.needhamma.gov/health

please consider the environment before printing this email

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Needham Public Health Division

178 Rosemary St., Needham, MA 02494 781-455-7940 ext. 504
www.needhamma.gov/health 781-455-7922 (fax)

Needham Public Health
Prevent. Promote. Protect.

CERTIFIED MAIL #7016 3010 0001 0243 2615
RETURN RECEIPT REQUESTED
Francisco Mendez, Owner
Hungry Coyote
1185 Highland Avenue
Needham, MA 02492

CERTIFIED MAIL #7016 3010 0001 0243 2622
RETURN RECEIPT REQUESTED
Francisco Mendez, Owner
Hungry Coyote
24 Yurick Road
Needham, MA 02492

SUMMARY SUSPENSION ORDER
M.G.L. c.111, §30 and 105 CMR 590.014(A)

1. This Summary Suspension Order is issued to the Hungry Coyote restaurant located at 1185 Highland Avenue, Needham MA 02492 and to permit holder Francisco Mendez, 1185 Highland Avenue and/or 24 Yurick Road, Needham MA 02492.

2. The Town of Needham Board of Health's authorized agents have determined that an imminent health hazard exists at the Hungry Coyote restaurant located at 1185 Highland Avenue, which requires the immediate suspension of the food establishment permit.

3. This determination of an immediate health hazard is based on violations of the following provisions of the *2013 Federal Food Code* and *105 CMR 590- State Sanitary Code Chapter X - Minimum Sanitation Standards for Food Establishments,* each of which have been found by the Board of Health's authorized agents:

- **FC 2-103.11 (I) Duties of Person in Charge** - The person in charge shall ensure that employees are properly maintaining the temperatures of TCS foods during hot and cold holding through daily oversight of the employees' routine monitoring of food temperatures.
- **FC 2-103.11 (N) Duties of Person in Charge** - The person in charge shall ensure that employees are properly trained in food safety, including food allergy awareness, as it relates to their assigned duties.
- **FC 3-302.11 (A)(1) Raw Animal Foods Separated from RTE** - Food shall be protected from cross-contamination by: (1) Separating raw animal foods during storage preparation, holding and display from: (a) Raw RTE food including other raw animal food such as fish for sushi or molluscan shellfish or other raw RTE food such as fruits and vegetables, and (b) cooked RTE food.
- **FC 3-305.11 Food Storage** - Food shall be protected from contamination by storing food: in a clean dry location; where it is not exposed to splash, dust, or other contamination; and at least 6 inches off the floor.
- **FC 3-501.16 (A)(2) (B) Proper Cold Holding Temps**. - Except during preparation, cooking, or cooling, or when time is used as the public health control as specified under section 3-501.19, and except as specified under paragraph (B) and in paragraph (C) of this section, TCS food shall be maintained at 41°F or less. Eggs that have not been treated to destroy all viable Salmonellae shall be stored in refrigerated equipment that maintains an ambient air temperature of 45°F or less.
- **FC 4-501.11 Good Repair and Proper Adjustment** - Equipment shall be maintained in a state of repair and condition that meets FDA requirements. Equipment components such as doors, seals, hinges,

fasteners, and kick plates shall be kept intact, tight, and adjusted in accordance with manufacturers specifications. Cutting or piercing parts of can openers shall be kept sharp to minimize the creation of metal fragments that can contaminate food when the container is opened.

- **105 CMR 590.011: (A) Anti-choking Procedures in Food Service Establishments -** (1) Pursuant to M.G.L. c. 94, § 305D, restaurants with a certain seating capacity are required to have one or more employees trained in a manual choke-saving procedure in accordance with 105 CMR 605.000: Approved Choke-saving Procedures. (2) Each food service establishment with a seating capacity that conforms with M.G.L. c. 94, § 305D shall: (a) Have on its premises, while food is being served, an employee trained in manual procedures approved by the Department to remove food lodged in a person's throat; and (b) Make adequate provision for insurance to cover employees trained in rendering such assistance.
    - **105 CMR 605.004:** Each restaurant having a seating capacity of 25 or more persons shall keep a list of those employees trained in approved manual procedures.

4. Based on the foregoing, it is hereby **ORDERED** that all operations of the Hungry Coyote shall **immediately cease and desist**.

5. The emergency closure of this establishment shall remain in effect until all conditions cited above are corrected, and the corrections have been confirmed by the Board of Health's authorized agent through inspection and other means as appropriate. Without limiting the steps that you must take in order to adequately correct this hazard, you are hereby required to:

- Meet all requirements contained in the Memorandum of Understanding (MOU) with the Needham Public Health Division dated December 3, 2021, including but not limited to, the items noted below:
    - At least two ServSafe Food Protection Manager Certificates must be submitted.
    - There must be at least one ServSafe Food Protection Manager on-site **at all hours** the establishment is operational.
    - The establishment must be deep-cleaned and cleaning logs must be implemented and submitted weekly.
    - Temperature logs must be implemented and submitted weekly.
    - Pest control must be contracted for services to be conducted every other week. Copies of these pest control reports must be submitted for review. (Copy of signed contract must be submitted.)

- Must start taking sanitizer concentration/pH testing paper logs to ensure proper sanitizer concentration is set up at 3-Bay sink. Logs will need to be submitted weekly.

- Choke Saver training must be conducted and a valid training certificate must be submitted.

- Food Allergy training must be completed and additional training certificates must be submitted for additional staff.

- Arrange for all cold-holding equipment on site to be assessed by a qualified outside food safety consultant and install new and/or additional cold-holding equipment as found to be necessary by the outside consultant for proper cold-holding storage.

- Ensure all food is stored properly, protected, and in the correct order.

- A new plan review of the establishment must be submitted Any new equipment spec sheets will need to be submitted for approval, OR if insufficient cold-holding equipment observed or if additional equipment cannot be accommodated on site, Menu items will need to be cut back in

order to ensure that sufficient refrigeration is provided on site to accommodate all Menu items listed. Newly revised Menu will need to be submitted for our review/approval.

- Need to ensure that your trained ServSafe Food Manager(s) is available on site during ALL hours of operation (including weekends) going forward to ensure proper food safety protocols are being practiced and consistently maintained on site. (Need a document in writing back from owner with staff schedules, along with copies of certs., which confirm this requirement.)

- All staff must be re-trained by a qualified food safety consultant on an ongoing basis (and all new hires must be similarly trained on an ongoing basis) and you must continue to hold frequent hands-on training of staff on proper food safety practices. Food safety audits and unannounced spot check inspections should be expected until the Public Health Division observes dramatic improvements on site. A copy of a signed food safety contract from a third-party consultant will need to be submitted to the Public Health Division. The Public Health Division must also receive copies of these audit inspection reports and training status updates from your consultant.

- All previously observed violations need to be corrected ASAP, i.e. all refrigeration gaskets replaced, sanitizer set up correctly, proper thawing practices need to be conducted, proper date-marking, proper calibration of thermometers, proper storage of raw food items (not mixing with ready-to-eat food items or storing raw above ready-to-eat foods), demonstrate food safety knowledge, need to ensure dumpsters on an increased pick-up schedule and areas around dumpsters are put on a more frequent cleaning schedule (need to be added to cleaning log), Bar area needs to be put on a more frequent cleaning schedule and noted on cleaning log, floor drains must be added to cleaning log and must be put on a routine cleaning schedule, need to verify proper cooling ice wands on site etc.

This Summary Suspension Order applies to the establishment's current contract to serve lunches for Saint Joseph's school.

You have the right to a hearing before the Board of Health, provided that you file a written request for a hearing within ten (10) days of receipt of this Summary Suspension Order. In the event of such a request, a hearing will be scheduled within three (3) business days after receipt of a written request. You also have the right to inspect and obtain copies of all relevant inspection reports, orders, notices, and other documentary information in the possession of the Board of Health, and the right to be represented at any hearing.

If you wish to request a hearing, a written request should be delivered to:

Tara Gurge, Assistant Public Health Director
Rosemary Recreation Complex
178 Rosemary Street
Needham, MA 02494

As stated above, this Summary Suspension Order is effective immediately; a written request for a hearing **does not** stay the effectiveness of this Order.

Please feel free to contact the Public Health Division if you have any questions on what is stated in this Summary Suspension Order. Assistant Public Health Director Tara Gurge can be reached at (781) 455-7940; Ext. 211 or via email Tgurge@needhamma.gov. You can also contact Diana Acosta, Environmental Health Agent, at (781) 455-7940; Ext. 220 or via email at DAcosta@needhamma.gov.

Issued this 31st day of December, 2021 by:

Tara E. Gurge, R.S., C.E.H.T., M.S.
Assistant Public Health Director
Needham Public Health Division
Rosemary Recreation Complex
178 Rosemary Street
Needham, MA 02494

cc: Timothy McDonald, Health and Human Services Director; Tiffany Zike, Assistant Public Health Director; Katie King, Assistant Town Manager; Christopher Heep, Needham Town Counsel; Diana Acosta, Environmental Health Agent; Monica Pancare, Environmental Health Agent

Exhibit G

Diana Acosta

From:	Francisco Mendez <francisco@poet-king.com>
Sent:	Friday, December 31, 2021 2:32 PM
To:	Tara Gurge
Cc:	Diana Acosta; Monica Pancare
Subject:	Re: Emergency Order Suspension Letter for Hungry Coyote - Starts Jan. 1, 2022

To the Health department of Needham I would like to opportunity to have a hearing and discuss how are you been progress on all the issues that we have in front of us thank you for your time and hope to see you soon Francisco Mendez

Get Outlook for iOS

From: Tara Gurge <TGurge@needhamma.gov>
Sent: Thursday, December 30, 2021 3:36:12 PM
To: Francisco Mendez <francisco@poet-king.com>
Cc: Diana Acosta <dacosta@needhamma.gov>; Monica Pancare <mpancare@needhamma.gov>
Subject: Emergency Order Suspension Letter for Hungry Coyote - Starts Jan. 1, 2022

Francisco –

Here is a copy of your Emergency Order Suspension letter for your food establishment, Hungry Coyote (See attached.) We have also mailed hard copies of this letter in the mail to you. You will not be allowed to open up for business **on Saturday, January 1, 2022**, due to these on-going food safety concerns. We will be posting this order on the front door of your food establishment, per Town Counsel advisement. (Please **DO NOT** remove this mandatory order until the Board of Health and the Public Health Division approves your status and allows you to re-open for business.)

Please confirm that you received this email so that we have a confirmation that you received this order.

We will be able to answer any questions that you may have. We have listed everything in this letter that we will need to see immediate improvements on.

We will look forward to hearing back from you soon on that confirmation.

Thanks,

TARA E. GURGE, R.S., C.E.H.T., M.S. (she/her/hers)
ASSISTANT PUBLIC HEALTH DIRECTOR
Needham Public Health Division
Health and Human Services Department
178 Rosemary Street
Needham, MA 02494
Ph- (781) 455-7940; Ext. 211/Fax- (781) 455-7922
Mobile- (781) 883-0127
Email - tgurge@needhamma.gov
Web- www.needhamma.gov/health

Exhibit H

From: I🖤U 🖤 <fmtdmendez@hotmail.com>
Sent: Wednesday, January 5, 2022 1:07 PM
To: Tara Gurge <TGurge@needhamma.gov>
Subject: Racism

Mrs. Tara, I am writing this to let you know that you are being unfair with this decision that you, the Needham health department, have made against Hungry Coyote Taqueria. I want to let you know that accusing my family has a very big impact. This is causing bulling for my kids. You called me and I told you that I was out of work for a while but that I gave you my word that I would help HCT with my service, I want you to know that I think this is racism against us and I feel offended and my family too, since we are the face of this business.

Leona

Exhibit I

Corporations Division

Business Entity Summary

ID Number: 001349508 Request certificate New search

Summary for: POET KING RESTAURANT GROUP, LLC

The exact name of the Domestic Limited Liability Company (LLC): POET KING RESTAURANT GROUP, LLC
Entity type: Domestic Limited Liability Company (LLC)
Identification Number: 001349508
Date of Organization in Massachusetts: 10-09-2018
Last date certain:
The location or address where the records are maintained (A PO box is not a valid location or address): Address: 838 GREAT PLAIN AVENUE City or town, State, Zip code, Country: NEEDHAM, MA 02492 USA
The name and address of the Resident Agent: Name: MATTHEW SAIIA Address: 838 GREAT PLAIN AVENUE City or town, State, Zip code, Country: NEEDHAM, MA 02792 USA

The name and business address of each Manager:

Title	Individual name	Address

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	MATTHEW SAIIA	838 GREAT PLAIN AVENUE NEEDHAM, MA 02492 USA

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

Title	Individual name	Address
REAL PROPERTY	MATTHEW SAIIA	838 GREAT PLAIN AVENUE NEEDHAM, MA

		02492 USA

Consent	Confidential Data	Merger Allowed	Manufacturing

View filings for this business entity:

ALL FILINGS
Annual Report
Annual Report - Professional
Articles of Entity Conversion
Certificate of Amendment

View filings

Comments or notes associated with this business entity:

New search

Corporations Division

Business Entity

Name: POET KING RESTAURANT GROUP, LLC

Order certified copies ☐ check all	Name of filing	Year filed	Date filed	Filing No.	View PDF
☐	Annual Report	2019	10/01/2019 12:01 PM	201929600540	**201929600540_1.pdf, 3 pgs**
☐	Certificate of Organization		10/09/2018 11:04 AM	201837869190	**201837869190_1.pdf, 3 pgs**

Return to entity summary Order filings

TOWN OF NEEDHAM
Town Hall
1471 Highland Avenue
Needham, MA 02492-2669

Office of the Select Board

Telephone: (781) 455-7500
Email: SelectBoard@NeedhamMA.gov

January 14, 2022

NOTICE OF SUSPENSION
M.G.L. c.138, §§23 and 64

The All Alcohol License issued to Poet King Restaurant Group, LLC d/b/a Hungry Coyote, 1185 Highland Avenue, Needham is **SUSPENDED** upon the determination of the Select Board, after hearing, that the Licensee violated:

- 205 CMR 2.05(2): Permitting an illegality to occur on the premises, to wit, failure to comply with the Summary Suspension Order of the Town of Needham Public Health Division dated December 31, 2021. This violation was continuous and ongoing beginning upon the opening of the licensed premises on Saturday January 1, 2022 and the closing of the licensed premises on Saturday January 8, 2022.

- 205 CMR 2.05(8): Maintaining the premises in an unsanitary manner, as detailed in the Summary Suspension Order.

- M.G.L. c.138, s.12: Operating without a licensed manager.

Town of Needham
Select Board
Minutes for Tuesday, January 11, 2022
Needham Town Hall
Powers Hall
and
Via ZOOM
https://us02web.zoom.us/j/85028317857

6:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Matthew D. Borrelli. Those present were Daniel P. Matthews, Marianne Cooley, Marcus Nelson (via Zoom), Kevin Keane, and Town Manager Kate Fitzpatrick. Dave Davison, ATM/Finance, Katie King, ATM/Operations, Myles Tucker, Support Services Manager, and Mary Hunt, Recording Secretary were also in attendance.

6:00 p.m. Public Comment Period:
Margerie Spofford, 21 Woodbine Circle, Swap Shop volunteer, gave the Select Board a copy of a petition signed by residents opposed to the Swap Shop closing during the winter months. She said the Swap Shop is a valuable resource for residents and would like the shop to remain open year-round.

Fabia Bird, 111 Pine Street, Swap Shop volunteer, submitted a letter detailing the activities and outreach of the shop and stated the shop has cooperated and worked successfully with the RTS for over 10 years during snow events. She noted residents need usable items year-round and asked the Select Board reconsider and reinstate year-round, full time hours at the Swap Shop.

Joe Barrios, Waltham resident and employed in Needham at 29 Franklin Street said he is concerned for the health of customers and himself at his place of business and asked the Select Board consider a mask mandate for interior retail stores.

6:11 p.m. Dangerous Dog Hearing:
John Schlittler, Police Chief requested that the Select Board hold a dangerous dog hearing in accordance with M.G.L. c. 140 Section 157 and Town By-law 3.7.5 on a complaint about dogs by the name of "Maya" and "Axel" owned by Diana Rasoul, residing at 233 West St. in Needham.

Chief Schlittler gave a synopsis of events occurring on October 16, 2021, December 10, 2021, and December 16, 2021. Chief Schlittler stated his concern is the owner does not appear to be taking the issue seriously, considering the repeat nature of the incidents. He noted the owner has been cited multiple times for leash law violations.

Diana Rasoul-Agha, dog owner, acknowledged the incidents that have happened are wrong. She explained the nature and temperament of her dogs, noting her dogs do not run to attack, but to play. She explained dog pack behavior and how smaller

dogs can become anxious. Ms. Rasoul said Maya is well trained and she never had any issues until she got Axel, who is a puppy. She stated muzzles were ordered after the second incident but had not yet arrived when the third incident occurred.

Mr. Borrelli explained the definition of a dangerous dog under Massachusetts General Law.

Mr. Matthews confirmed the dogs are registered and it is clear Ms. Rasoul cares about her dogs. He noted the dogs personalities but said Ms. Rasoul cannot blame other people or their dogs. Mr. Matthews stated the rules are simple: dog owners are responsible and must keep their dogs under control at all times and leashed in public spaces. He stated if another incident happens, things will get worse.

Discussion ensued on details of the attacks, fencing, and using muzzles.

Mr. Borrelli invited public comment.

Esther Jersurum, 5 Louart Drive (via Zoom) said her dog was the first attacked on October 16, 2021, however noted a previous unreported incident. She concurred with Ms. Rasoul's testimony that Maya did not run to attack until after Axel was brought home. She said the attack was terrifying and since then, she cannot bring her dog to either West Street or Hillside Avenue.

Lisa Madkins, 15 Bobsled Drive read a statement regarding the attack that happened to her on December 10, 2021. She noted she was pulled to the ground and her dog was bitten 10 times and remains visibly traumatized.

Maureen Walsh, 51 Booth Street commented she was charged by Maya and Axel, however the dogs didn't attack her or her dog, but returned to their owner after being called. Ms. Walsh commented on a separate incident she had with another dog, unrelated to this public hearing. She noted the lasting effects on her dog after being bitten and was the reason she recently put her dog down. Ms. Walsh said muzzles must be professionally fit to each dog.

Marissa Badawi, daughter of Ms. Rasoul, 233 West Street acknowledged the incidents that have happened are not ok and apologized to everyone who has been affected. She said her family is genuinely sorry for what has happened and are trying their best to contain the dogs and avoid any additional incidents.

Mr. Matthews suggested Ms. Rasoul consider re-homing Axel.

Ms. Rasoul commented re-homing could be difficult and that she will be scheduling training for the dogs.

Chief Schlittler recommended the dogs be muzzled at all times, attend training, and be leashed. He stated much of these events could have been avoided if the dogs were leashed. He stated his concern for rules being followed.

Discussion ensued on potential remedies, including euthanasia.

Mr. Borrelli said he is confident Ms. Rasoul will follow the rules set by the Select Board.

Motion by Mr. Matthews that the Select Board vote to determine that the dogs "Maya" and "Axel" residing at 233 West Street in Needham are dangerous dogs.
Second: Ms. Cooley. Unanimously approved 5-0 by roll call vote.

Mr. Nelson suggested a two-week time frame for Ms. Rasoul to report back to the Select Board regarding training and fencing. He said training should happen sooner rather than later, and that Ms. Rasoul must know this is the "last straw."

Chief Schlittler said Officer Palmer/Animal Control will check in with the owner on a regular basis.

Mr. Matthews suggested the Select Board adopt recommendations made by Chief Schlittler, noting 100% of the responsibility belongs to the owner.

Motion by Mr. Matthews that the Select Board vote to adopt recommendations made by Police Chief Schlittler regarding the dogs "Maya" and "Axel" including muzzling, behavioral training, containment, and leashing of the dogs.
Second: Mr. Keane. Unanimously approved 5-0 by roll call vote.

Mr. Keane suggested Ms. Rasoul ponder re-homing Axel.

7:06 p.m. Appointment and Consent Agenda:
Motion by Mr. Matthews that the Select Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS

1. Marianne Cooley	**Climate Action Plan Committee**	**Term Exp. 6/30/2024**
2. Kevin Keane	**Climate Action Plan Committee**	**Term Exp. 6/30/2024**
3. Artie Crocker	**Climate Action Plan Committee**	**Term Exp. 6/30/2024**
4. Natasha Espada	**Climate Action Plan Committee**	**Term Exp. 6/30/2024**
5. Sandra Cincotta	**Contributory Retirement Board**	**Term Exp. 1/11/2025**
6. Paul Brown	**Norfolk County Advisory Board**	**Term Exp. 6/30/2024**
7. Marianne Cooley	**Transportation Planning and Review Committee**	**Term Exp. 6/30/2022**
8. Kevin Keane	**Transportation Planning and Review Committee**	**Term Exp. 6/30/2022**
9. Justin McCullen	**Transportation Planning and Review Committee**	**Term Exp. 6/30/2022**

10. Duncan Allen	**Transportation Planning and Review Committee**	**Term Exp. 6/30/2022**
11. David Montgomery	**Transportation Planning and Review Committee**	**Term Exp. 6/30/2022**
12. Robert Rossi	**Transportation Planning and Review Committee**	**Term Exp. 6/30/2022**
13. Nikolas Ligris	**Zoning Board of Appeals**	**Term Exp. 6/30/2023**

CONSENT AGENDA *=Backup attached

1.* Approve and Sign ARPA Grant Agreement Document between the Town of Needham and Norfolk County. Once the Grant Agreement is executed the Town may submit project applications to the County.

2. Certify 2022 ABCC License Renewal Applications

3. Accept the following donations made to the Needham Community Revitalization Trust Fund: $250 from Ms. Maryruth Perras, $3500 from the Sullivan and Company, Inc., and $400 from Edward and Carol De Lemos.

4. Accept the following donation made to the Needham Youth & Family Services Department: $2,000 from Needham Flag Football to be used towards future programming.

5.* Approve a request from John Hrones race coordinator for the Needham Track Club, Great Bear Run to hold a road race in Needham. The event is scheduled for Sunday, May 22, 2022, 10:30am. The event and route have been approved by the following departments: Fire, Police, DPW, Park & Recreation.

6.* Approve a request from Christopher George race coordinator from the Sean D. Biggs Memorial Foundation, BIGGSteps 5K to hold a race in Needham. The event is scheduled for Sunday, November 13, 2022 rain date Sunday, November 20, 2022. The event and route have been approved by the following departments: Fire, Police, DPW, Park & Recreation.

7.* Approve and sign Water & Sewer Abatement #1316

8. Move that the application from Ruth E. Kenney for the deferral of water and sewer charges against the property 54 Hawthorn Ave, Needham is approved.

9. Move that the application from Letafat Sabokrooh for the deferral of water and sewer charges against the property 105 Blake Street, Needham is approved.

10.* Approve CY2022 mileage reimbursement rate.

Second: Ms. Cooley. Unanimously approved 5-0 by roll call vote.

7:07p.m. COVID Update:

Daniel Gutekanst, Superintendent Needham Public Schools, Timothy McDonald, Director of Health and Human Services, and Tiffany Zike, Assistant Director of Public Health (via Zoom) provided an update regarding COVID-19.

Ms. Zike presented a PowerPoint presentation titled "COVID-19 Update," dated January 10, 2022. She commented on the current surge in cases, as well as the 14-day average percent positivity rate, incident rate, percent positivity, and vaccination rates across Massachusetts. Also discussed were the number of cases in

Massachusetts by vaccination and booster status, as well as the number of breakthrough cases by age, hospitalizations, and deaths.

Mr. Borrelli commented on mask mandates and asked Mr. McDonald for the reasoning why Needham is not requiring masks?

Mr. McDonald said there was an indoor mask mandate before the high vaccination rates in Needham. He reiterated the best thing people can do is to get vaccinated and get a booster. He said the Board of Health did consider a mask mandate, but decided masks will only be required for patrons and staff in certain settings where the highest risks are concentrated. He said the message is people must consider and manage their own risk for themselves and their families, noting it would be difficult for the Board of Health to manage a mask mandate.

Discussion ensued on enforcement of mask mandates in high-risk areas before and during the surge, particularly at restaurants.

Dr. Gutekanst commented COVID-19 is in our schools and is changing, with management now the focus for the foreseeable future. He acknowledged schools reopened safely, students are learning, and student vaccination rates are very high. He said students and staff have been amazing, cooperative, and patient with all the health and safety protocols. He said other measures including ventilation remain a "work in progress" and a challenge. Dr. Gutekanst said since returning from holiday break, staff attendance has averaged 90% and 87% for students, reiterating the importance for children to be in school and staff to maintain an "all hands-on deck" approach. He commented attendance has been limited at some athletic and music events, but events are still happening. Dr. Gutekanst commented that 10,000 KN95 masks have been purchased for staff, suggesting families consider taking cloth masks away from children and replacing them with surgical or KN95 masks. Dr. Gutekanst said 22,000 COVID rapid test kits are currently being procured to provide families with a health resource that is increasingly scarce, to help strengthen prevention efforts in schools, aid in the identification of positive cases, and build confidence in this time of uncertainty when many families feel they have no control. He said the expense is large, noting the Town Manager has identified some federal COVID funds that can go towards the purchase of the test kits. He noted the State of Massachusetts will also purchase test kits that could impact the number of kits required by Needham. Dr. Gutekanst reiterated that if someone feels sick, they should stay home. He thanked all the nurses and staff who are working to implement many changes, and commented that the collaborative effort of teachers, administrators, secretaries, nutrition service workers, van drivers, custodians, IT workers, students, and families, is why Needham is "where we are."

Mr. Borrelli commented that getting children back in school has been a struggle around the country. He noted Dr. Gutekanst's great relationship with the teacher's unions and staff, noting the team effort has really paid off. He also concurred with

Mr. McDonald's assessment of people managing their own risk, while protecting the most vulnerable.

Discussion ensued on at-home test kits, pool testing, "test and stay," tracking test results, the number of cases in young children, and the use of KN95 masks.

Mr. Borrelli concluded COVID-19 will be with us and needs to be managed as best we can. He commented on the possible purchase of rapid test kits, saying a purchase must align with what the state of Massachusetts is doing to use the town's resources in the best way possible.

8:02 p.m. American Rescue Plan Funding Reallocation Proposal:
Dr. Gutekanst and Ms. Fitzpatrick discussed with the Board a proposal to purchase at-home COVID-19 testing kits for all staff and public-school students.

Dr. Gutekanst acknowledged the proposal to purchase test kits is not inexpensive, as the request is for $230,000. He said the test kits will have a broad impact on school/town staff, students, and families. Dr. Gutekanst said this is the first time he has come to the Select Board with this type of request, acknowledging the circumstances are unique. He said the test kits can be an important, essential tool.

Discussion ensued on the use of the ARPA fund, it's effect on other town funding requests, the possibility of receiving test kits from the state of Massachusetts, and the intent of ARPA funds.

Motion by Mr. Matthews that the Select Board vote to approve a reallocation of $230,000 from the American Rescue Plan Funding to provide for the acquisition of at-home COVID-19 testing kits for staff and students.
Second: Mr. Nelson. Unanimously approved 5 to 0 by roll call vote.

Ms. Cooley expressed her concern for the purchase, reiterating children must remain in school and she is glad the town is participating in the "test and stay" program. She commented, however, people must understand the layers of protection starting with vaccination, masking, ventilation, and testing. She reiterated if someone has symptoms they should not go to school or work.

Mr. Borrelli shared some of Ms. Cooley's concerns, but acknowledged there is some validity in the cost to keep schools open.

Mr. Nelson asked if the tests could be used in other parts of the community?

Dr. Gutekanst said if Needham schools find it has more tests than necessary, they could be offered to the community.

8:22 p.m. The Board recessed for five minutes.

8:27 p.m. Behavioral Health Update:
Timothy McDonald, Director of Health & Human Services and Sara Shine, Director of Youth & Family Services Updated the Board on efforts to meet increasing mental and behavioral health needs across the community.

A PowerPoint presentation was viewed.

Ms. Shine commented on the mental health crisis faced by Needham and other communities. She commented that the focus of the Youth and Family Services Department includes clinical services, programming, and community collaborations. Ms. Shine commented on the most recent MetroWest Adolescent Health Survey 2018, saying depression, anxiety, and suicidal ideation are increasing and concerning. She said pockets of a community that are more affected, such as minorities and members of the LGBTQ community. Ms. Shine agreed with Dr. Gutekanst's earlier comments that children need to be in school where teachers, guidance staff, and friends are of support besides the family. Ms. Shine commented on barriers to care, local trends, the response to COVID-19, and ARPA fund requests. She said, locally, there has been a tremendous increase in the acuity in clients, new referrals, and calls at a rate that the department cannot manage, noting approximately 35 people are on the waitlist for services. She said the ARPA request includes a request for a full-time clinical staff member for a period of 24 to 30 months, outside contacts with mental health experts, and funding to support enhanced community education and awareness.

Mr. Borrelli thanked Ms. Shine for the presentation saying the data is heartbreaking, along with the collateral damage from the COVID-19 pandemic.

Discussion ensued on early screenings, hiring a full-time clinical staff member, and the waitlist for people to get help.

The Board thanks Ms. Shine for her work and the presentation.

8:45 p.m. Alcohol Hearing - Modification, Suspension, or Revocation of Alcohol License - Poet King Restaurant Group, LLC d/b/a Hungry Coyote. The hearing was translated into Spanish and Spanish into English for the benefit of all parties. Janet Medina, Spanish Interpreter.

Leona Leon Turano, Manager Poet King Restaurant Group, LLC d/b/a Hungry Coyote and Janet Medina, translator for Ms. Leon appeared before the Select Board to discuss the possible modification, suspension, or revocation of the alcohol beverage license issued to Poet King Restaurant Group, LLC d/b/a Hungry Coyote.

All discussions were translated into Spanish by Ms. Medina.

Mr. Borrelli explained facts of the case will be discussed first, with questions being asked of the licensee, then Board discussion will take place. He noted the following records are part of tonight's proceeding:

a. Notice of Hearing dated January 5, 2022, M.G.L. c.138, section 23 and section 64 and 204 Cmr 2.05 (2) and 204 Cmr 2.05 (8).
b. Notice of Hearing dated January 5, 2022, M.G.L. c.140, section 9 and Select Board Policies and Procedures For Common Victuallers sections 2.1 and 3.2
c. Summary of Suspension Order dated December 1, 2021, M.G.L. C.111, section 30 and 105 Cmr 590.014 (A)
d. A copy of the Public Health Division's file containing a timeline of inspections, inspection reports, communications with the Hungry Coyote Restaurant
e. Notice of Hearing dated January 7, 2022, M.G.L. c.138 section 26 and 64.
f. Copy of the video of the Board of Health's January 5, 2022 hearing.

Mr. McDonald said the Board of Health held a hearing January 5, 2022 to consider the matter of Hungry Coyote continuing to operate without a permit and for the reasons behind the decision not to renew the permit for Hungry Coyote, which expired December 31, 2021. He said the manager on record, from a food department perspective, Francisco Mendez indicated he is working towards compliance.

Discussion ensued on the Public Health's Department order for Hungry Coyote to close on January 1, 2022 and testimony by Mr. McDonald that the Hungry Coyote remained open after January 1, 2022. It was noted Mr. Mendez subsequently met with Town Counsel, Mr. McDonald, and staff of the Public Health Department where he indicated he has made significant progress towards rectifying the areas deficient. Mr. McDonald confirmed an inspection will be held tomorrow, January 12, 2022, and it is hoped all of the deficiencies will be corrected and he could receive a new food permit.

Mr. Borrelli asked for comments from Leona Leon, manager, Poet King Restaurant Group.

Ms. Leon said she now understands the restaurant should have been closed and that the laws of the Department of Public Health must be followed. She commented on progress the restaurant has made toward compliance and apologized and asked for forgiveness.

Discussion ensued with Christopher Heap, Town Counsel asking Ms. Leon several questions about the amount of time she spends at the restaurant, her recent absence from the restaurant, her responsibilities as manager, when she became aware of Town's Order of Suspension, and the role of Matthew Saiia, owner. Attorney Heap

also asked Mr. McDonald to describe the violations and the sequence of events of the inspections.

Mr. Borrelli asked Ms. Leon if she was T.I.P.S. certified? Ms. Leon said "yes". Mr. McDonald also confirmed Mr. Mendez was at the T.I.P.S training course the Town held on Monday, January 10, 2022.

Mr. Borrelli asked for Board comments.

Mr.Keane asked Ms. Leon, "Where is Matthew Saiia, owner, and why did he not attend tonight's hearing?"

Ms. Leon said Mr. Saiia is attending a funeral.

Mr. Matthews told Ms. Leon as manager she must assure that the restaurant will remain closed until the food permit is reactivated. He reiterated to Ms. Leon that the liquor license for the Hungry Coyote may be suspended. He asked Ms. Leon if she will respect a decision by the Select Board and make sure no sale, delivery, or consumption of alcohol at the restaurant takes place until such time when the license is reactivated?

Ms. Leon said "I give you my word."

Discussion ensued regarding the restaurant's insurance carrier, the percentage of business related to the sale of alcohol, and clarification on the hours per week Ms. Leon spends at the restaurant.

Mr. Matthews pointed out some questions are related to the way the business is organized. He referred to the original hearing in April 2019 when Mr. Saiia, Ms. Leon, and Mr. Mendez spoke with the Select Board, noting Mr. Saiia assured the Board that "we" (the applicant) accept full responsibility and accountability to make sure the business runs properly, according to the law. He noted the Board voted to approve the licenses based on the representations, pointing out that records in the Select Board's office do not match records in the Board of Health's office. He noted Ms. Leon is responsible for the restaurant, but the business organization is the responsibility of Mr. Saiia. Mr. Matthews pointed out Mr.Saiia was on notice for tonight's hearing, but was not in attendance. Mr. Matthews asked if Attorney Heap or Town Manager Fitzpatrick had any other information for the record to document their concerns and/or to guide the Select Board.

Attorney Heep said corporate filings on file with the Secretary of the Commonwealth. He noted the unusual corporate structure and out-of-date corporate filings. He said copies are available.

Mr. Borrelli said the Town wants businesses to succeed, however, the rules must be followed, and it is a position of trust to have a liquor license. He said the facts

he has heard tonight support violations. He reiterated it is not clear how the restaurant is run, where the owner is, and the overall operations. He suggested reconsidering all licensing. He thanked Ms. Leon for her testimony and asked if the Board had any additional comments.

Mr. Nelson said he is troubled by the accountability and answers to some questions. He concurred with Mr. Borrelli to take another look at the corporate structure.

Motion by Ms. Cooley that the Select Board finds sufficient evidence that Poet King Restaurant Group, LLC., d/b/a The Hungry Coyote, located at 1185 Highland Avenue, Needham and its licensed manager violated and so finds:

1. 205 Cmr. 2.05 (2) permitting an illegality to occur on premises with failure to comply with the Summary Suspension Order of the Town of Needham Public Health Division dated December 31, 2021.
2. 205 Cmr. 2.05 (8) maintaining the premises in an unsanitary manner as detailed in the Summary Suspension Order of the Town of Needham Public Health Division dated December 31, 2021.
3. M.G. L. c. 138 section 12 operating without a licensed manager.

Second: Mr. Matthews. Unanimously approved 5-0 by roll call vote.

Ms. Cooley said she is concerned after hearing testimony as to whether Ms. Leon is on premises a sufficient amount of time to be considered the licensed manager.

Mr. Matthews acknowledged the importance of the business and the hard work of Ms. Leon and Mr. Mendez, noting Ms. Leon's expression of remorse about the violations and non-compliance of the order. However, he stated, the pledge to abide by lawful orders of Town agents, the Board of Health, and the Select Board is important, and the future of the business will be better if it can make it through a difficult stretch in the near future. He reiterated the Select Board wants to see licensees succeed, but they must follow the law. He stated the fault of Matthew Saiia, owner, regarding his commitments and obligations requires action to set the structure of the business on a better course.

Discussion ensued and the Select Board considered possible actions on the violations, including suspension of the license.

Mr. Borrelli suggested Mr. Saiia, owner and the licensee appear before the Select Board with a filing demonstrating that they are capable. He said a full discussion is necessary, as he is doubtful of Ms. Leon to serve as manager.

Mr. Matthews reiterated much of the work that needs to be done is the responsibility and authority of Mr. Saiia. He noted that when paperwork is in order and the rules are followed, there are no misunderstandings. He suggested that Mr. Saiia should get an attorney to help restructure the plan in which to operate, and to make sure all

records and paperwork is consistent in the Health Department and Select Board files. He suggested suspending the licenses for a period of time, until paperwork is in order.

Mr. Borrelli concurred with suspending the license for 30 days or indefinitely until documentation is received supporting Ms. Leon's ability to hold the position as manager, or a change in manager is made.

Motion by Ms. Cooley that the Select Board pursuant to M.G.L. c. 138 sections 23 and 64 forthwith suspend' s Poet King Restaurant Group LLC., d/b/a The Hungry Coyote, located at 1185 Highland Avenue, Needham as follows:

1. Suspend the license forthwith with the term of the suspension to run for 30 days commencing when the Needham Board of Health reinstates the licensee's food establishment permit for violating 205 CMR. 2.05 (2) permitting an illegality to occur on the premises to wit failure to comply with a Summary Suspension Order of the Town of Needham Public Health Division dated December 31, 2021 and 205 CMR. 2.05 (8) maintaining the premises in an unsanitary manner as detailed in the Summary Suspension Order.

and

2. Indefinitely suspend the liquor license until such time as the licensee submits documentation supporting Leona Leon's ability to hold the position of licensed manager, or until such time the licensee submits an application for a change in license manager to the Select Board and the Select Board approves the licensee in that role and the licensee submits all required corporate filings to the Secretary of State' corporations division provided, however, that in no case shall the license be suspended for a period shorter than 30 days from when the Needham Board of Health reinstates the licensee's food establishment permit.

Second: Mr. Nelson. Unanimously approved 5-0 by roll call vote.

Motion by Ms. Cooley that the Select Board vote to authorize the Town Manager to draft and send notice of the Select Board's decision to the licensee with a copy to the Alcoholic Beverages Control Commission and Poet King Restaurant Group as the owner.
Second: Mr. Nelson. Unanimously approved 5-0 by roll call vote.

Mr. Borrelli thanked Ms. Medina, translator and Ms. Leon. He wished The Hungry Coyote the best success once everything's in order.

10:20 p.m. Town Manager:
Kate Fitzpatrick, Town Manager spoke with the Board regarding 2 items:

1. <u>FY2023 Budget Consultation</u>

Ms. Fitzpatrick provided the Board with an update on Departmental Performance Improvement Budget Requests and Financial Warrant Articles. She said the budget is due at the end of the month and recommendations will be made to the Select Board at the next Select Board meeting on January 25, 2022. Ms. Fitzpatrick commented on department spending requests and financial warrant articles.

2. Open Annual Town Meeting Warrant
Ms. Fitzpatrick reviewed the Preliminary List of Warrant Articles for the 2022 Annual Town Meeting dated January 11, 2022 and asked the Board to vote to open the Annual Town Meeting warrant.

Motion by Mr. Matthews that the Select Board vote to open the warrant for the 2022 Annual Town Meeting.
Second: Ms. Cooley. Unanimously approved 5-0 by roll call vote.

10:27 p.m. Board Discussion:

1. Goal Statement Revision
The Board discussed the revised FY 2022-2023 Goal Statement. Mr. Borrelli asked for a motion to adopt the revised FY 2022-2023 Goal Statement.

Motion by Mr. Matthews that the Select Board vote to adopt the FY 2022-2023 Statement of Goals.
Second: Ms. Cooley. Unanimously approved 5-0 by roll call vote.

2. Board Discussion
Mr. Matthews commented on the creation of "study committees" and the composition of such committees. He suggested committee compositions supervised by the Select Board should be changed so that the appointee can either be a member of the committee or a person recommended by that committee. He noted the reasons for the change.

Ms. Cooley reported NUARI met last night and reviewed all the committees and community organizations who have adopted or endorsed the NUARI principals and vision for Needham. She said NUARI also commented that committees and organizations who have not taken up the matter will be asked how they are planning to support the work of NUARI and how the NUARI committee can be of help to them in furthering the goals.

10:39 p.m. Adjourn:
Motion by Mr. Nelson that the Select Board vote to adjourn the Select Board meeting of Tuesday, January 11, 2022.
Second: Ms. Cooley. Unanimously approved 5-0 by roll call vote.

The next Select Board meeting is scheduled for Tuesday, January 25, 2022.

A list of all documents used at this Select Board meeting is available at:

http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID=

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

Agenda Item	DPW Complex Feasibility Study Update
Presenter(s)	Hank Haff, Director, Building Design & Construction Michael Richard, Weston & Sampson Engineers, Inc Carys Lustig, Director of Public Works (Zoom) Shane Mark, Assistant Director of Public Works

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**
Staff will present the Board an update on the DPW Complex Feasibility Study.	
2.	**VOTE REQUIRED BY SELECT BOARD**
N/A – Discussion Only	
3.	**BACK UP INFORMATION ATTACHED**
a. Slide Show	

Weston & Sampson

TOWN OF
NEEDHAM
MASSACHUSETTS

DPW Complex Feasibility Study

Progress Update

July 25, 2023

AGENDA

01 Completed Information Overview

02 Site Selection

03 Site Test Fits

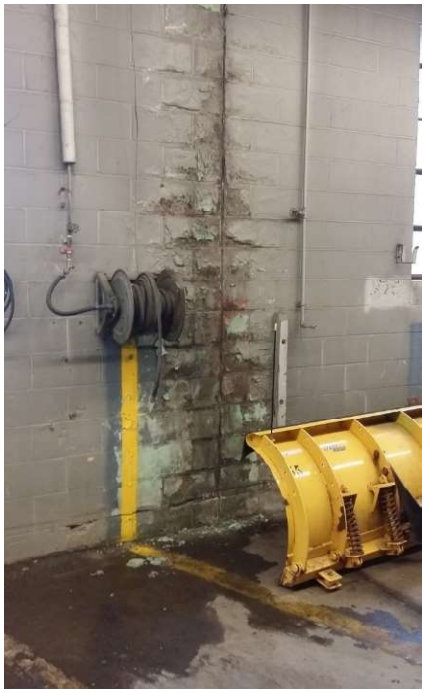
04 Next Steps

05 Questions & Discussion

COMPLETED INFORMATION OVERVIEW

Summary of Deficiencies

- Conditions do not comply with today's Building Code
  - No sprinkler system
  - ADA Accessibility
  - Inadequate egress
  - Fire Separation
- Toilet facilities do not meet current Plumbing Code
  - Number of fixtures
  - Male/female toilet facilities
- Building does not meet current Mechanical Code
  - Ventilation /electric
  - Maintenance air exchanges
  - Carbon monoxide detection system
- Building framing does not meet current Structural Code
- Operational inefficiencies due to space constraints
  - Inadequate storage areas
  - Inadequate employee facilities
  - Inadequate material storage areas
  - Undersized maintenance area
  - Inadequate file storage
  - Safety concerns for staff



COMPLETED INFORMATION OVERVIEW

Space Needs

- Additional Square Footage
  - Building Maintenance Division
  - RTS (RSW) Division
  - Redundant space needs by department

Space needs reduce as divisions are consolidated

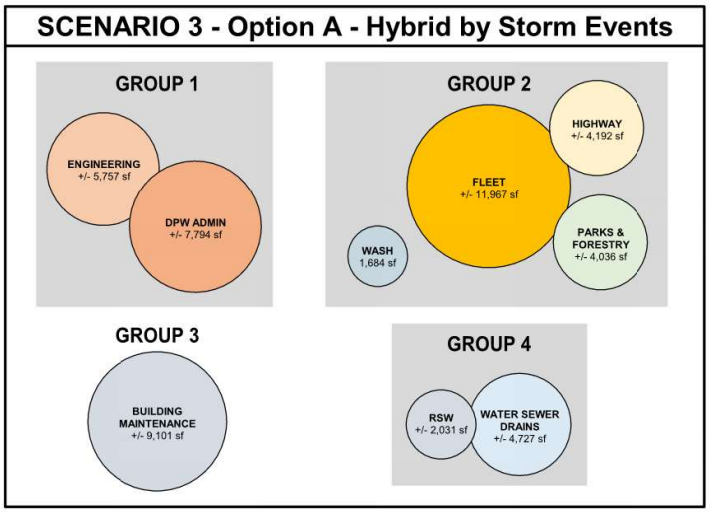
Departments / Divisions	Staff	Fleet	Program (sf)
1. DPW Administration	13	3	7,450
2. Engineering	10	7	6,945
3. Water, Sewer & Drains	17	50	24,035
4. Fleet Maintenance	5	12	23,485
5. Highway	13	51	22,390
6. Parks & Forestry	16	42	14,330
7. Building Maintenance*	17	21	22,305
8. Recycling & Solid Waste	10	24	9,060
TOTAL	101	210	130,000

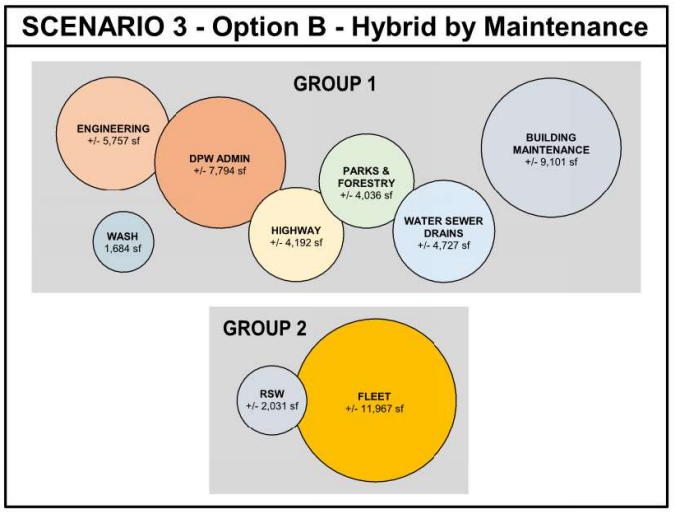
Study	Divisions	Sq. Ft	FT Staff	Vehicles
2023	8	111,657 SF	111	210
2016	6	87,370 SF	83	149
Difference	2	30,287 SF	28	61

COMPLETED INFORMATION OVERVIEW

Scenarios

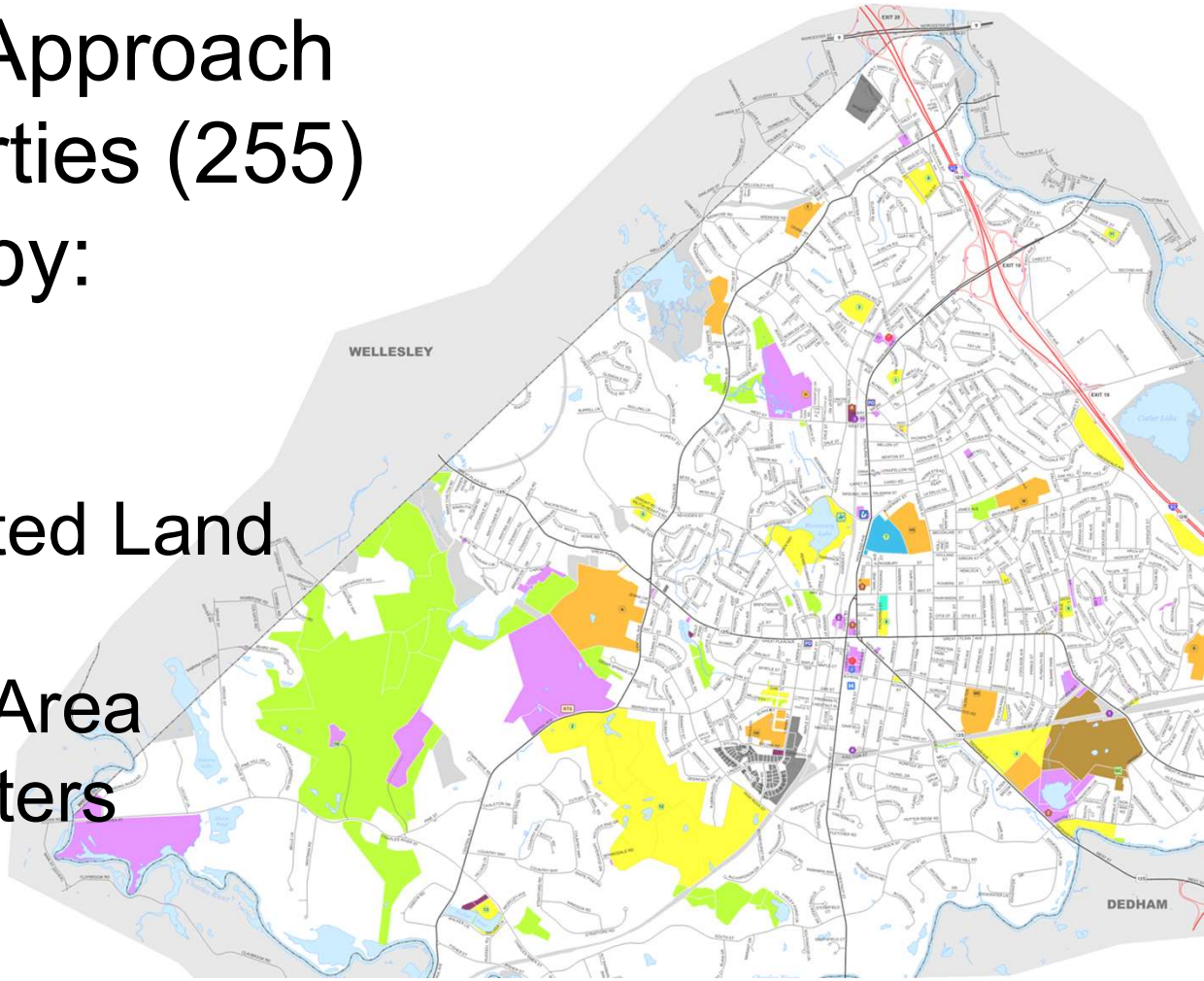
- Scenario 1 – Consolidated Operations
- Scenario 2 – Satellite by Department
- Scenario 3 – Hybrid by Operations





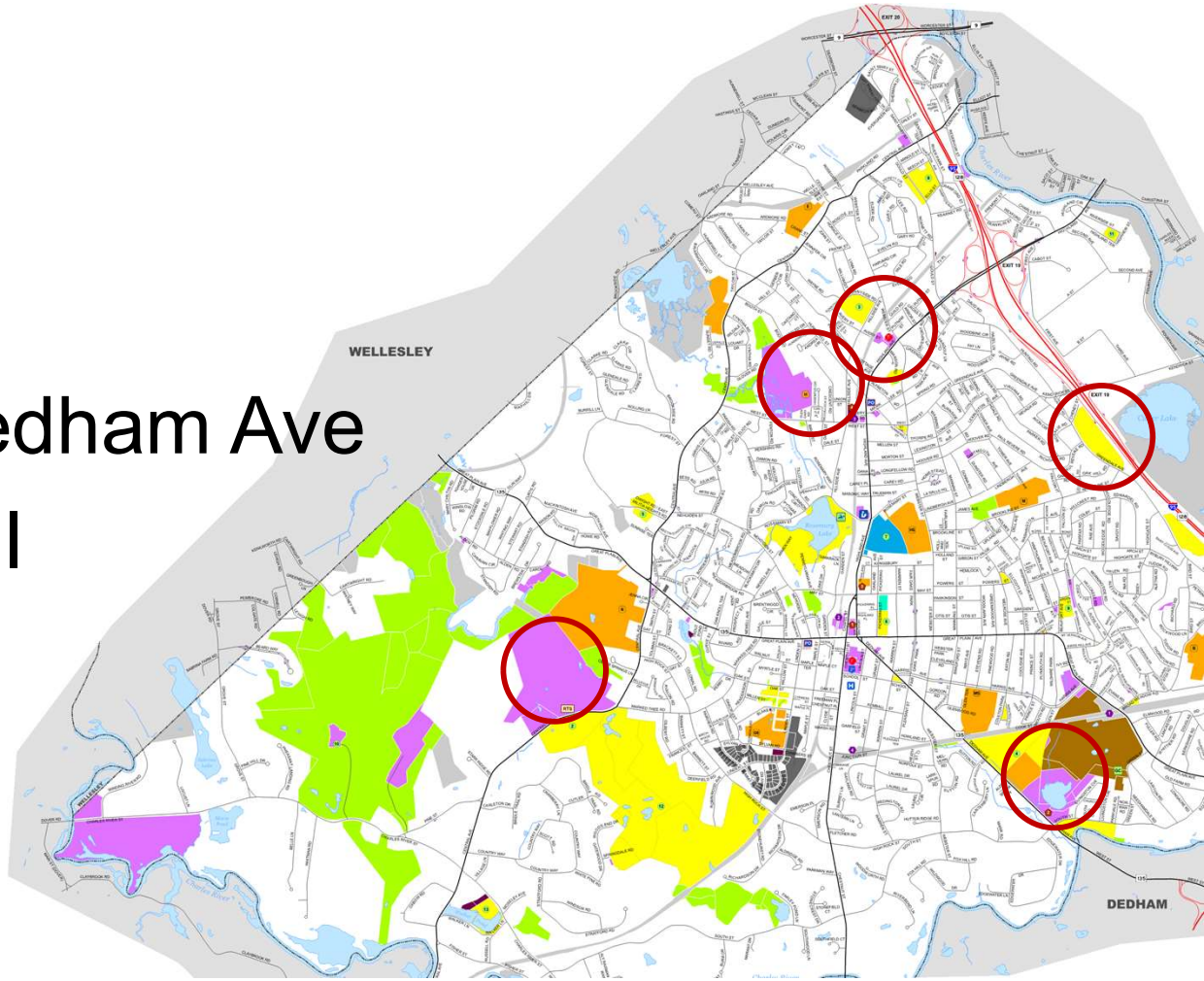
SITE SELECTION

- Comprehensive Approach
- ID'd Gov't Properties (255)
- Filtered/Ranked by:
  - Size
  - Owner
  - Article 97/Protected Land
  - Existing Use
  - Useable/Upland Area
  - Proximity to abutters



SITE SELECTION

- Preferred Sites
  - Hillside School
  - Parcel 74
  - 470/484/500 Dedham Ave
  - RTS & Cogswell
  - Daley Building



SITE TEST FITS

Reviewed more than 7 different scenarios of test fits with the User Group

- Key Considerations:
  - Desire to keep admin & engineering together
  - RSW will remain at RTS site
  - BMD is not tied to DPW Divisions
  - Want to reduce program at 470 Dedham Ave
  - Re-use 6-Bay at 470 Dedham Ave if possible

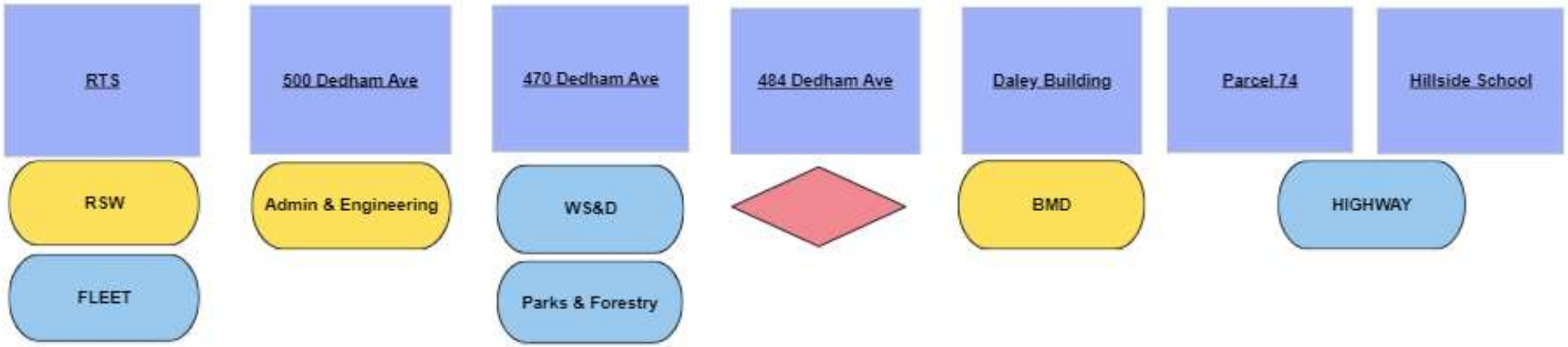
SITE TEST FITS

Reviewed more than 7 different scenarios of test fits with the User Group

Test Fit Example A

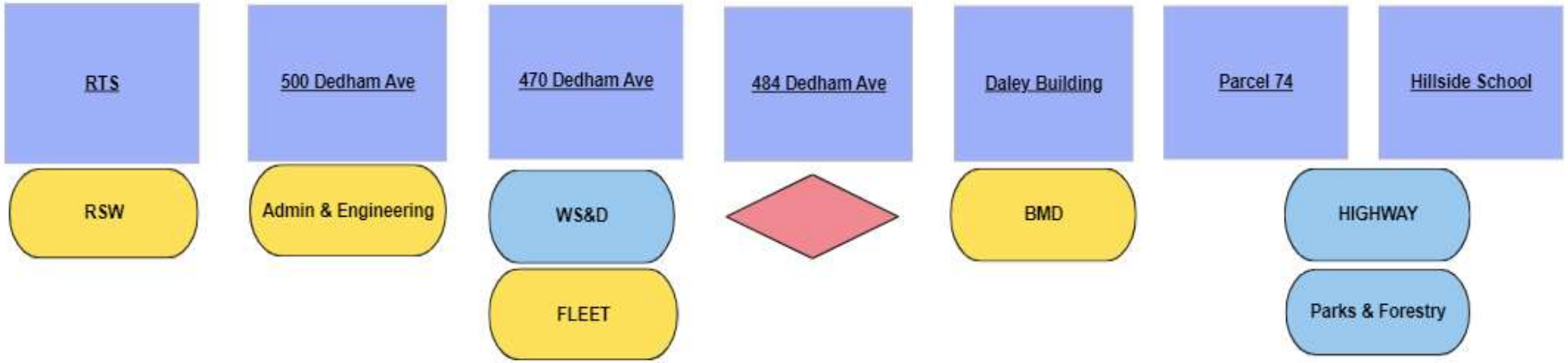
SITE TEST FITS

Test Fit Example B



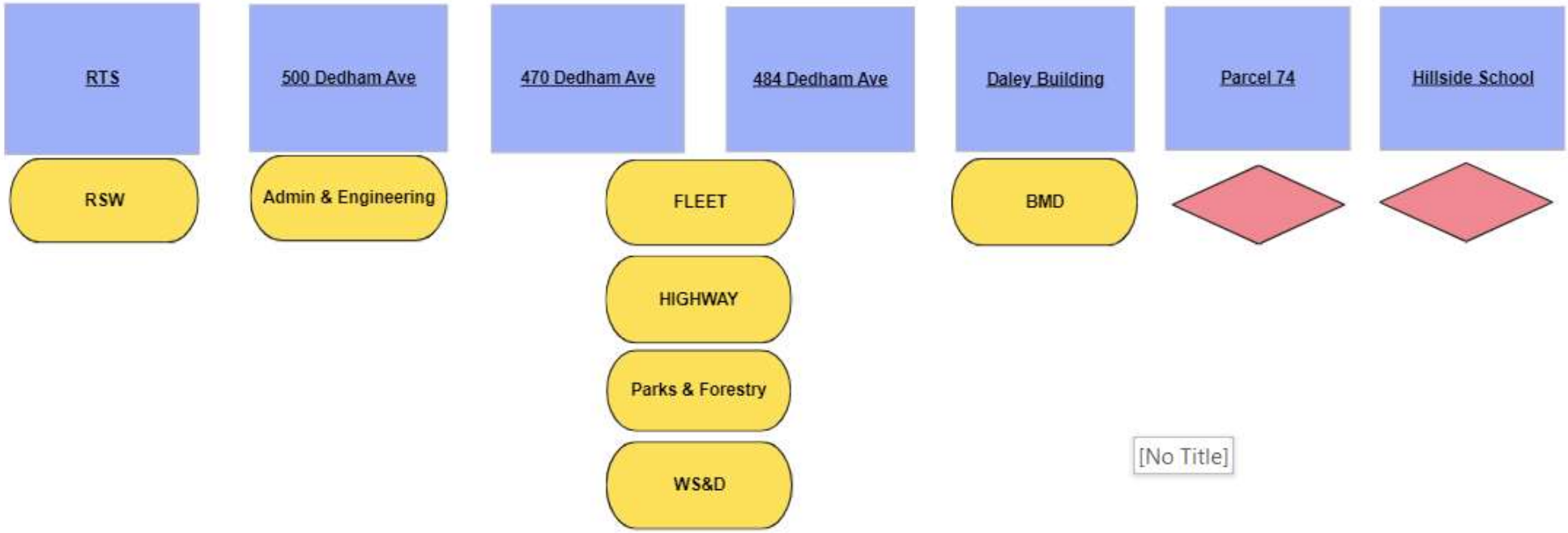
SITE TEST FITS

Test Fit Example C



SITE TEST FITS

Test Fit Example D



NEXT STEPS

- Concepts
  - Meeting with User Group
  - Finalize preferred concept
- Finalize Existing Building Assessments
- Finalize Permitting Analysis
- Prepare Project Schedule
  (design, procurement, construction, phasing)

Thank you!

Questions?

westonandsampson.com

Weston & Sampson℠

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

Agenda Item	Non-Criminal Disposition By-Law Update
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**
The Town Manager will discuss staff recommendations for revamping the Non-Criminal Disposition By-Laws.	
2.	**VOTE REQUIRED BY SELECT BOARD**
N/A - Discussion Only	
3.	**BACK UP INFORMATION ATTACHED**
a. Non-Criminal Disposition Concept Plan	

NON-CRIMINAL DISPOSITION CONCEPT PLAN

July 25, 2023

PROPOSED TIER SYSTEM FOR PENALTIES

- Tier 1 $100
- Tier 2 $200
- Tier 3 $300

	Reference	**Penalty**
Failure to Display Street Number or Obstructing a Street Number (none)	2.2.5.1.1	$20 Tier 1: $100
Occupying a Street Without Permit or Unsafely Occupying a Street (8.2.2.4 W)	2.2.5.1.4	$300 Tier 1: $100
Failure to Maintain a Clearance at an Intersection (8.2.2.4 H)	2.2.5.1.6	$50 Tier 1: $100
Violating Trench Safety By-Law (8.2.2.8 B)	2.2.5.4	$100 Tier 3: $300

DRAFT

Violating Water Supply (8.2.2.8 C)	2.2.5.5.	$50, $200, $300) Tier 3: $300 for backflow Tier 1: $100 for water ban
Violating Private Way By-Law (8.2.2.4 D)	2.2.5.6	$50 Tier 1: $100
Improper Transport of Refuse (8.2.2.4 C)	2.5.1	$50, $100, $200, $300) Tier 1: $100
Disposal of Refuse or Garbage on Public Land without a Permit (none)	2.5.2	$200 Tier 1: $100* FOR DISCUSSION
Sale of Cigarettes by Machine (none)	2.5.3	$200 ELIMINATE
Demolition of a Historic Building without a Permit (8.2.2.3)	2.11.5.9	$300 Tier 3: $300
Allowing Livestock to Graze or Roam on Public Lands or Sidewalks (8.2.2.4 A)	3.1.1	$20 ELIMINATE
Use of Marijuana on Public Land, to include Roads (8.2.2.4 J)	3.1.10	$50 Tier 1: $100

DRAFT

Hawking and Peddling (8.2.2.4 K) without a License	3.1.11	$50 Tier 1: $100
Select Board Regulations on Hawkers & Peddlers (8.2.2.8 A)		$25, $50 Tier 1: $100
Discharge of Water from Private Land in a Manner Endangering a Sidewalk or Public Way (8.2.2.4 R)	3.1.13	$50 Tier 2: $200
Discharge of a Bow and Arrow on Public Lands without Select Board Consent (8.2.2.4 S)	3.1.14	$50, $100, $200, $300 Tier 3: $300* DISCUSSION ON LANGUAGE
Obstructing a Sidewalk without Permit (8.2.2.4 B)	3.1.2	$50 Tier 1: $100
Coasting (e.g. Use of a Motorized Scooter) in Public Streets (8.2.2.4 D)	3.1.3	$20 FOR DISCUSSION
Using a Motor Vehicle, Wagon, or Sled on a Public Footpath or	3.1.4	$50 FOR DISCUSSION

DRAFT

Sidewalk (8.2.2.4 E)		
Use of a Bicycle on a Sidewalk in Needham Square or Needham Heights Business District (8.2.2.4 F)	3.1.5	$20 FOR DISCUSSION
Discharge of Firearms or Explosives on Public Property without a License (8.2.2.4 G)	3.1.6	$50, $100, $200, $300 Tier 3: $300
Dealing in Secondhand Merchandise without a License (none)	3.1.7	no fine Tier 1: $100
Failure to Remove Snow from Sidewalk Abutting Commercial Property within Five Hours of Sunrise (8.2.2.4 R)	3.1.8.1	$50 Tier 2: $200

DRAFT

Placement Snow or Ice into a Sidewalk or Public Way (8.2.2.4 R)	3.1.8.2	$50 Tier 2: $200
Consumption of Alcoholic Beverages on Public Property without Permission of Governing Body (8.2.2.4 I)	3.1.9	$50 Tier 1: $100
Household Refuse (8.2.2.4 L)	3.12	Warning, $25, $50, $75 Tier 1: $100
Sale of Food Between Midnight and 6 AM without a Special Permit (8.2.2.4 M)	3.2	$25, $50, $100) Tier 1: $100
False Actuation of a Burglar Alarm (none)	3.3	$25, $50, $100 Tier 1: $100
Parking in Handicapped Space (none)	3.4	$100 Tier 2: $200*
Abandonment of Motor Vehicle (8.2.2.4 P)	3.5.7	$50 Tier 1: $100
Obstructing Fire Lane (8.2.2.4 N)	3.6.1.1	$50 HOLD FOR DISCUSSION

DRAFT

False Actuation of a Fire Alarm (none)	3.6.2.4	$100 Tier 1: $100
Allowing a Dog to be Off-Leash on an Unauthorized Public Space (none)	3.7.1	$25, $50 (Subsequent) Tier 1: $100
Allowing a Dog to Barking Excessively or Engage in Other Behavior which Disturbs the Peace and Quiet of a Neighborhood (none)	3.7.2	$25, $50 (Subsequent) Tier 1: $100
Failure to Restrain and Muzzle a Dog after Ordered by the Animal Control Officer (none)	3.7.4	$25, $50 (Subsequent) Tier 3: $300
Allowing a Dog to be Found Uncontrollable by Select Board (none)	3.7.5	$25, $50 (Subsequent) Tier 3: $300
Bringing a Dog (Leashed or Unleashed) to Memorial Park or	3.7.6.	$25, $50 (Subsequent) Tier 1: $100

DRAFT

DeFazio Fields (none)		
Failure to Remove Pet Waste, Failure to Carry Pet Waste Bags while Accompanying a Pet on Public Areas, or Disposing of Pet Waste in any Receptacle Other Than a Trash Barrel (none)	3.7.7	$25, $50 (Subsequent) Tier 1: $100
Use of an Off-Leash Area without Proper Permits or in Violation of Rules of Off-Leash Area	3.7.8	$25, $50 (Subsequent) Tier 1: $100
Failure to Vaccinate a Dog, Cat, or Ferret Over Six-Months Old (8.2.2.4 V)	3.7.9	$50 Tier 1: $100
Violation of the Noise Regulation By-Law (8.2.2.4 T)	3.8.1	$0, $25, $50 Tier 1: $100
Violation of the Nuisance By-Law (8.2.2.4 U)	3.9.5	$0, $50, $100 ++ (Subsequent) Tier 1: $100

DRAFT

Failure to License a Dog (none)	4.1.4	$50 Tier 1: $100
Allow an Unspayed and Unleashed Female Dog to Roam while in "Heat" (none)	4.1.4	$50 HOLD FOR DISCUSSION
Operating a Taxi without a Permit (8.2.2.4 O)	4.2.2	$50 HOLD FOR DISCUSSION
Parking in Taxi Stand (none)	4.2.4	$20 ELIMINATE
Removing Underground Fuel Tanks without a Permit (8.2.2.6 A)	4.3.2	$200 Tier 3: $300
Failure to Obtain a Required Fire Department License (8.2.2.6 B)	4.3.3	$200 Tier 3: $300
Violation of the Sign By-Law (8.2.2.2)	5.6.1	$50 Tier 1: $100

DRAFT

Violations of the Wetlands By-Laws (8.2.2.5 A)	Article 6	Up to $300 Tier 3: $300
Violations of the Stormwater Regulation By-Law (8.2.2.9)	Article 7	warning, $50, $100 Tier 3: $300
Violations of the Board of Health By-Laws (8.2.2.7)		$50, $100, $200, $300 (Subsequent) Tier 3: $300
Violations of the Zoning By-Law (8.2.2.1)		$50 Tier 1: $100

DRAFT

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

Agenda Item	Needham Branding & Town Seal Committee Charge & Composition
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**
The Town Manager will discuss the proposed Needham Branding & Town Seal Committee Charge and Composition. This Committee will assist the Board in its goal #1.10: "Upgrade Town Seal to improve graphic quality and historical accuracy."	
2.	**VOTE REQUIRED BY SELECT BOARD**
N/A – Discussion Only	
3.	**BACK UP INFORMATION ATTACHED**
a. Draft Composition & Committee Charge for the Needham Branding & Town Seal Committee	

Town of Needham
Needham Branding & Town Seal Committee
Charge & Composition

Type:	Ad hoc
Legal Reference:	Select Board Vote
Appointing Authority:	Select Board
Number of Voting Members:	Nine (9)
Term of Appointment	FY2024
Special Municipal Employee	Yes
Staff Support	Office of the Town Manager

Members	Year Appointed	Term Expiration
		6/30/2024
		6/30/2024
		6/30/2024
		6/30/2024
		6/30/2024
		6/30/2024
		6/30/2024
		6/30/2024
		6/30/2024

Composition:

- Town Moderator/Designee
- One Current Member of the Select Board*
- One Current Member of the Historic Commission
- One Representative of the Needham History Center & Museum
- One representative of the Needham Council for Arts and Culture
- One Representative of the Human Rights Committee

- One Citizens at Large with experience in visual communication
- One representative of the Massachusetts Natick Praying Indians
- Town Manager (ex officio)*

* Regular municipal employees serving on the Committee remain regular municipal employees, even though the committee members are designated as special municipal employees

Purpose:
The Select Board has determined that the Town seal is used in ways that are not appropriate. The Needham Branding & Town Seal Committee will provide input to the Select Board and the Town in the development of a Town logo and will make recommendations relative to the quality and appropriateness of the existing Town Seal.

Charge:

- The Committee will develop a recommended Town logo.
- The Committee will review existing uses of the Town Seal and recommend strategies and a timeline for converting non-mandatory uses of the Town Seal to a Town logo.
- The Committee will review official Town communication and make recommendations for standardization.
- The Committee will review the quality and accuracy of the existing Town Seal artwork and make recommendations for improvement.
- The Committee will review the appropriateness of the existing Town Seal and will make recommendations for changes, if appropriate.

Charge Adopted: [DATE] **Charge Revised:**
SME Status Voted: [DATE]

DRAFT

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

Agenda Item	Call for Special Town Meeting
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**
The Town Manager will recommend that the Select Board call for a Special Town Meeting to be held on October 30, 2023. The Board is scheduled to open the warrant for the Special Town Meeting on August 15th.	
2.	**VOTE REQUIRED BY SELECT BOARD**
Suggested Motion: That the Select Board vote to call for a Special Town Meeting to be held on October 30, 2023 at Needham Town Hall.	
3.	**BACK UP INFORMATION ATTACHED**
a. Preliminary list of warrant articles	

October 30, 2023 Special Town Meeting
Preliminary List of Warrant Articles
7/25/2023

1. Amend the FY2024 Operating Budget
2. Amend the FY2024 Sewer Enterprise Fund Budget
3. Amend the FY2024 Water Enterprise Fund Budget
4. Appropriate for CPA/Claxton Field Improvements
5. Appropriate for Opioid Planning
6. Appropriate for Road Repair (Eversource)
7. Amend General By-law Non-Criminal Disposition
8. Amend Stormwater By-law
9. Appropriate to Stabilization Fund

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

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

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

The Town Manager has created a working group to provide advice and assistance on the implementation of the municipal electricity aggregation program. The firm MassPowerChoice has been engaged to lead the effort.

There are several threshold decisions for the Board to make before the draft plan can be completed. Preliminary decisions are scheduled for the Board's August 15, 2023 meeting and a public hearing on the draft aggregation plan is scheduled for December.

Decisions include:

1. Program Name:
   - "Needham Power Choice"
2. Program Logo:
   - Similar to the logo created for Sustainable Needham
3. Program Default:
   - Three Tier Structure – default/some additional renewables; 100% green option, and basic option
4. Program Option Names:
   - Needham Standard, Needham 100% Green, Needham Budget
5. Funding for the Town:
   - Consultant is exploring the possibility of establishing a financial assistance fund.

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

2.	**VOTE REQUIRED BY SELECT BOARD**
N/A - Discussion only. Vote scheduled for August 15, 2023.	
3.	**BACK UP INFORMATION ATTACHED**
a. MassPowerChoice Kickoff Meeting Materials, July 19, 2023	

MASS POWERChoice

Kickoff meeting

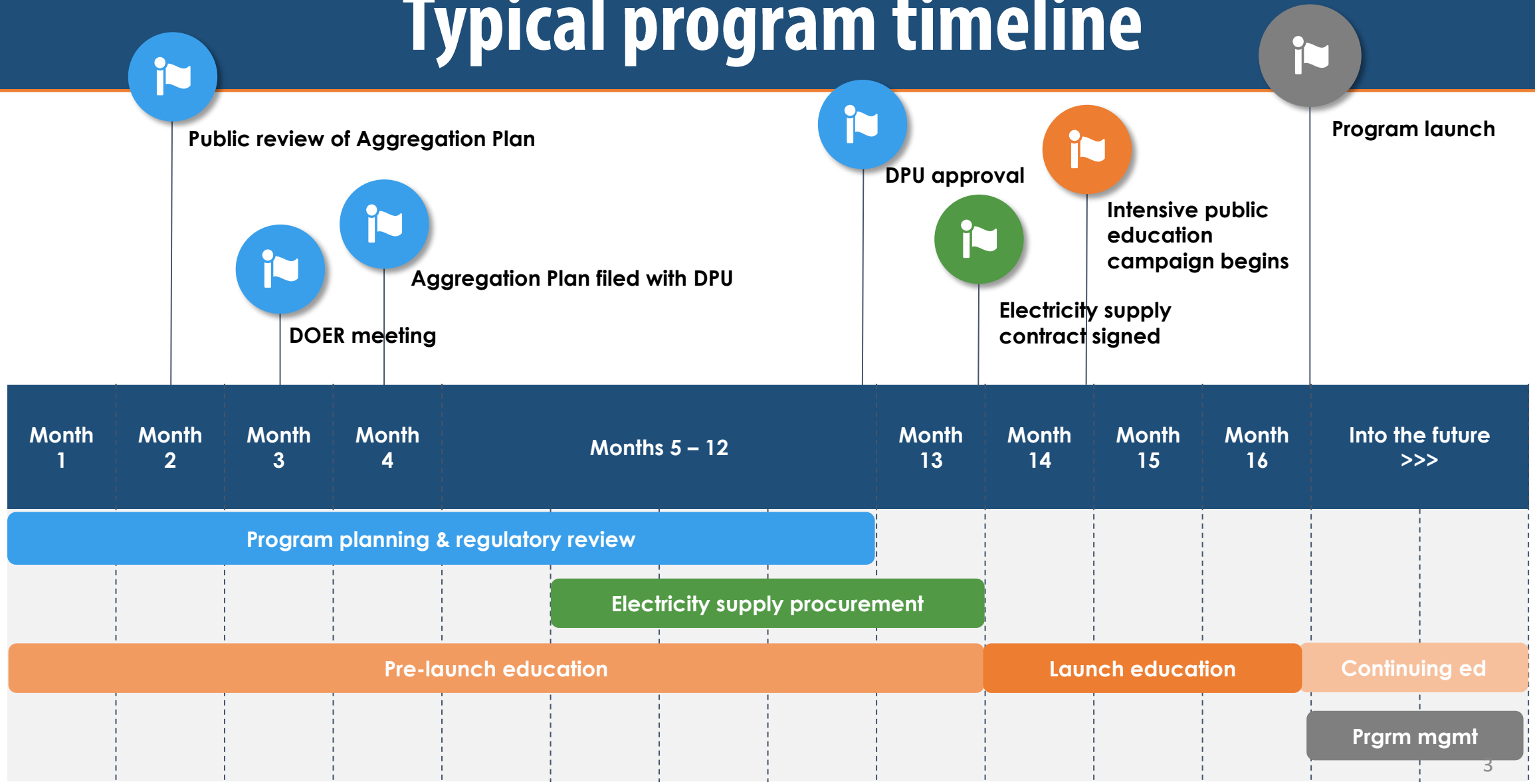
July 19, 2023

For Needham, MA

Agenda

- Typical program timeline
- Reaching the first milestone
- Where we need input
- Next steps

Typical program timeline



First milestone

A public review of Needham's Aggregation Plan, Education and Outreach Plan, Exemplar Enrollment Notification Mailing Materials, and Model Electricity Supply Contract

To reach this milestone:

1. We draft initial documents
2. Needham provides input on each
3. Needham approves the documents
4. Public presentation scheduled

Following milestones:

- Schedule a consultation meeting with **Department of Energy Resources (DOER)**
- File the aggregation documents with the **Department of Public Utilities (DPU)**

Key documents

- **Aggregation plan**

  Describes the key features and operations of the program. Much of the plan is prescribed by the DPU.

- **Education and outreach plan**

  Describes the education and outreach strategy in detail.

- **Enrollment notification mailing materials**

  The “opt-out letter” and associated materials.

- **Model electricity supply contract**

  A template version of the contract between the electricity supplier and the Town.

Input needed

- Program name and logo (if desired)
- Program options and option names
- Funding for the Town
- Outreach efforts
- Supply contract review

Input needed:

Program name

Many communities create program names that incorporate consumer-friendly words like *community, choice, energy, power,* and *electricity*. Others simply refer to their program as an aggregation program. For example:

Acton Power Choice	Greenfield Light & Power	Sharon Power Choice
Beverly Community Electric	Lexington's Community Choice Program	Sherborn Power Choice
Boston Community Choice Electricity	Lincoln Green Energy Choice	Swampscott Community Power
Brookline Green Electricity	Natick Electricity Aggregation Program	Walpole Power Choice
Cambridge Community Electricity Program	Newton Power Choice	Watertown Electricity Choice
Cape Light Compact (power supply program)	Plymouth Community Choice Power Supply Program	Westborough Power Choice
Dedham Community Electricity Aggregation	Salem PowerChoice	Worcester Community Choice Aggregation

Input needed:

Program logo

Some programs have logos, while others do not. The Town seal is always used.
The question is whether to have a program logo in addition.

Beverly Community Electric

SHARON POWERCHOICE

GREENFIELD LIGHT&POWER PROGRAM

Chelmsford CHOICE

Newton POWERCHOICE

WATERTOWN ElectricityChoice

Westborough POWERChoice

Cambridge Community Electricity Program ■ Foxborough Power Forward ■ Grafton Energy Choice ■ Lexington's Community Choice Program ■ Natick Electricity Aggregation Program ■ Southborough Community Power Choice

Input needed:

The program default

The program can offer the public a range of offerings, each with a different amount of renewable electricity and price. One option must be chosen as the **default.** Because new participants automatically receive the default if they do not make another choice, **most participants will be enrolled in it.**

Typical 3-offering structure with additional renewable energy in the default. The cheapest offering is an option.

Standard - *default*
Some additional renewables

100% green - *option*
100% renewable electricity

Basic - *option*
No additional renewables

Typical 2-offering structure with the cheapest offering as the default. Additional renewable energy is an option.

Standard - *default*
No additional renewables

100% green - *option*
100% renewable electricity

Input needed:

Program option names

The Town needs to choose the names for its program options. Common naming practices are listed below. The names can be mixed and matched as desired.

Default/automatic enrollment	100%-renewable option	Least-expensive option*
Needham Standard	Needham 100% Green	Needham Basic
Needham Standard Green	Needham Greener	Needham Budget

**If the default option does not include additional renewable energy, the default is the least expensive and there is no separate least-expensive option.*

Input needed:

Funding for the Town

The Town can request authorization to collect a small fee through the program.
The fee is known as an **operational adder.**

The adder is included in the price of electricity. It is typically 0.1¢ per kilowatt-hour, which comes to approximately 60¢ per month for an average residential customer.

An operational adder can be used to fund program-related expenses such as providing **salary support for a town energy/sustainability manager.**

An operational adder can potentially be used for other program-related expenses such as **funding renewable energy projects**. However, before approving such uses, the DPU will require the Town to provide detail regarding how the funds will be spent.

Input needed:

Outreach and education

An Education & Outreach Plan must address each phase:

1. **Program planning and regulatory approval – *Laying groundwork***

   Aggregation Plan presentation ▪ Electricity bill / supplier education ▪ Intro to aggregation and program name

2. **Program launch – *Communicating details***

   Formal announcement ▪ Enrollment notification mailing ▪ Public information sessions ▪ Robust campaign

3. **After program launch – *Maintaining visibility***

   Program reminders ▪ Continued electricity bill / supplier education ▪ Opt-up campaign efforts

Outreach & education support

- Logo development
- Drafting announcements/media releases
- Building and managing the program website
- Developing, designing, and covering the cost of printing or fabricating materials, such as flyers and handouts, social media graphics, ads, signs, and banners
- Creating and delivering presentations
- Translations and interpreting

Input needed:

Electricity supply contract review

Legal counsel review - Needed before presenting the model electricity supply contract to DOER and the DPU

Model electricity supply contract already reviewed and approved by DPU and in use by communities including:

Acton	Grafton	Nantucket	Sharon	Walpole
Bellingham	Greenfield	Natick	Southborough	Watertown
Chelmsford	Lexington	Newton	Sutton	Westborough
Foxborough	Lincoln	Salem	Swampscott	

Next Steps

MassPowerChoice will develop and provide:

- Draft documents for Town review:
  - Aggregation Plan
  - Education & Outreach Plan – *will require some input*
  - Exemplar Out-Out Mailing Materials
  - Model Electricity Supply Agreement (ESA) – *for review by Town Counsel*
- A checklist of key tasks

Questions / Other items?

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

Agenda Item	Downtown Streetscape Refresh Project Priority Setting
Presenter(s)	Kate Fitzpatrick, Town Manager

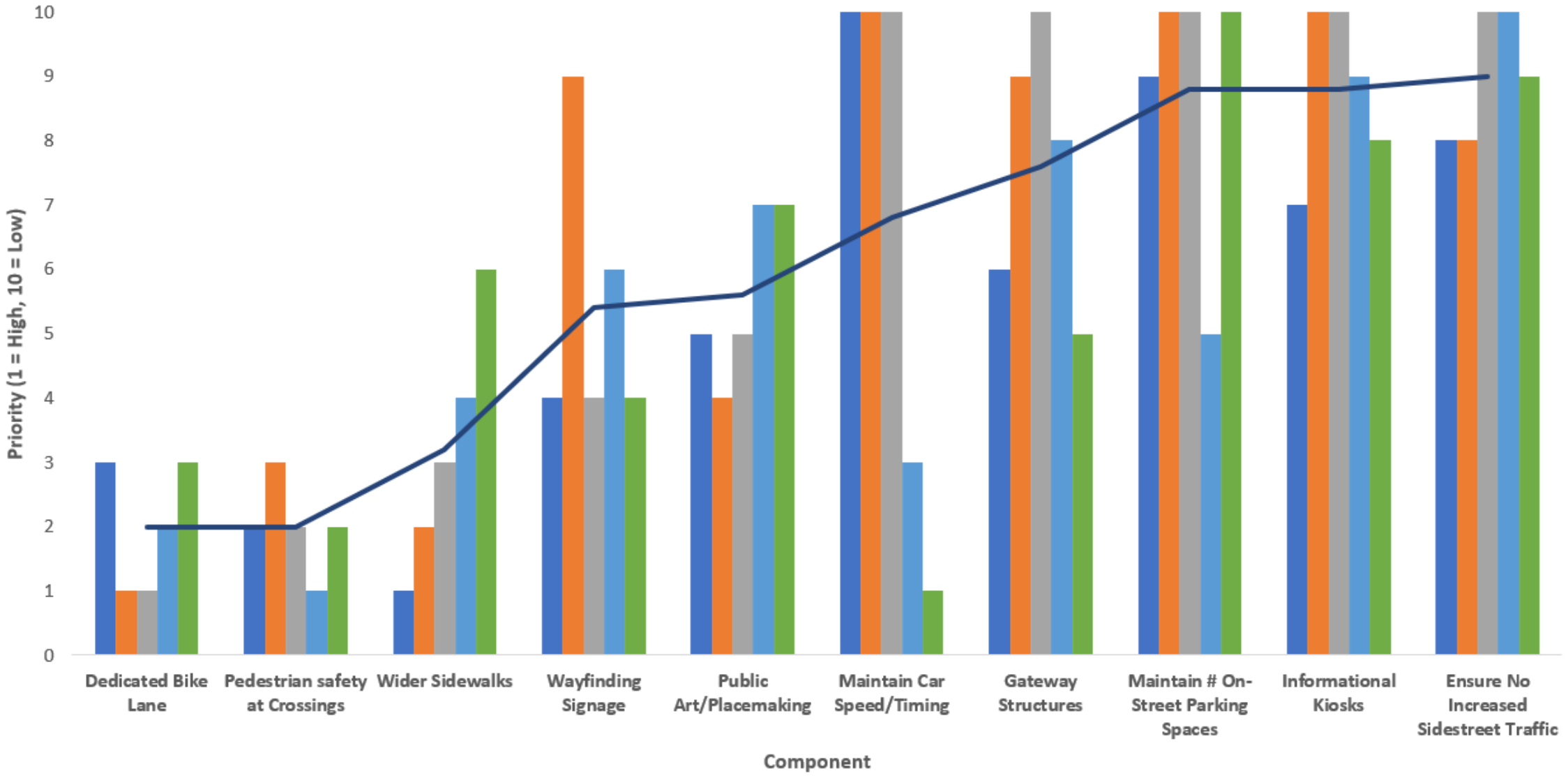
1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**
At its meeting on June 27th, the Town Manager asked the Select Board to consider components of the Downtown Streetscape Refresh Project and discuss initial priorities. Board members ranked different components to be used as the basis of next steps for community engagement.	
2.	**VOTE REQUIRED BY SELECT BOARD**
N/A – Discussion Only.	
3.	**BACK UP INFORMATION ATTACHED**
a. Downtown Streetscape Project Refresh Initial Priority Setting Data	

Downtown Streetscape Refresh Project Priority Setting

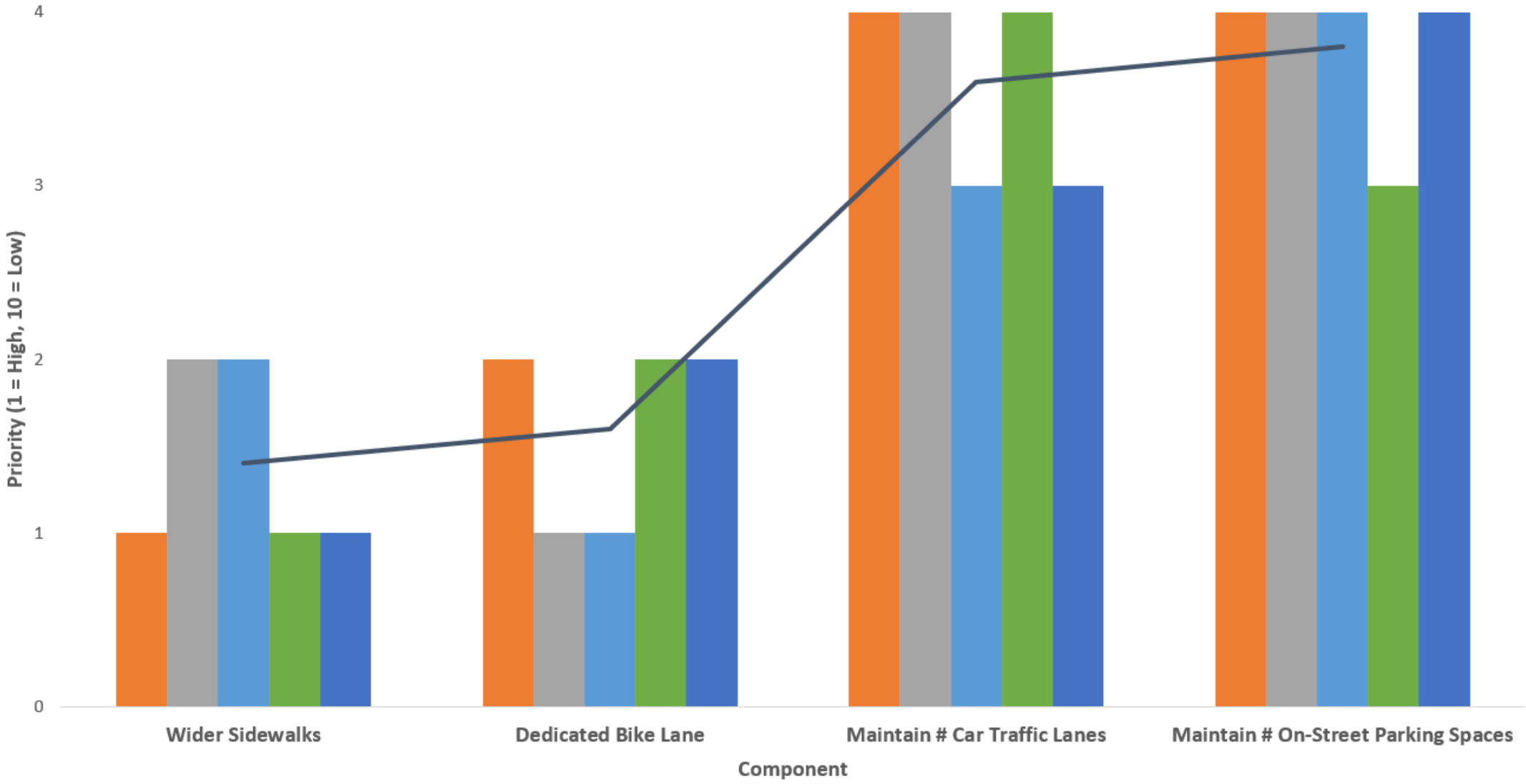
Select Board Rankings

7/25/2023

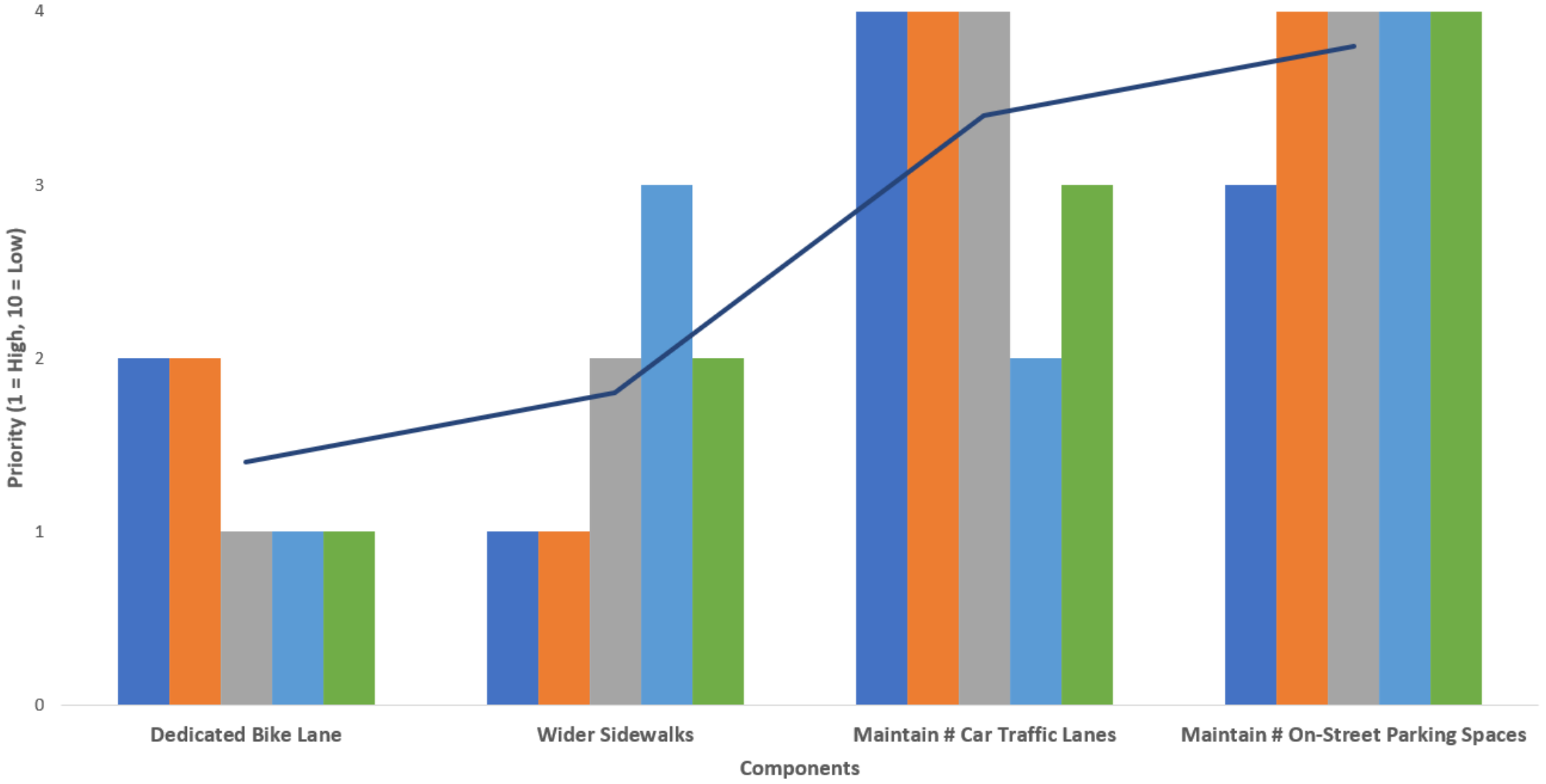
Use of Right of Way



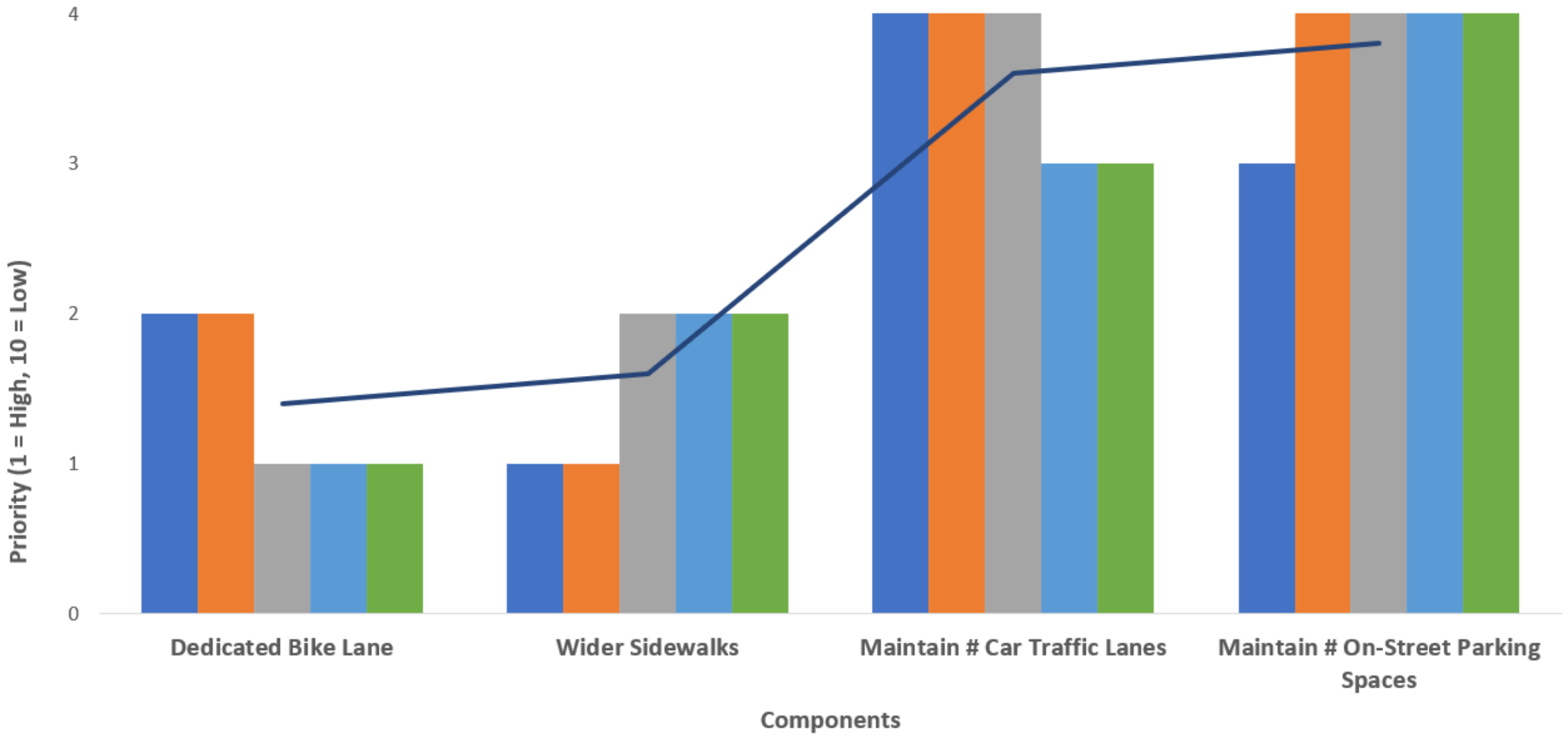
Detailed Preferences - Great Plain Avenue Linden to Chapel/Chestnut



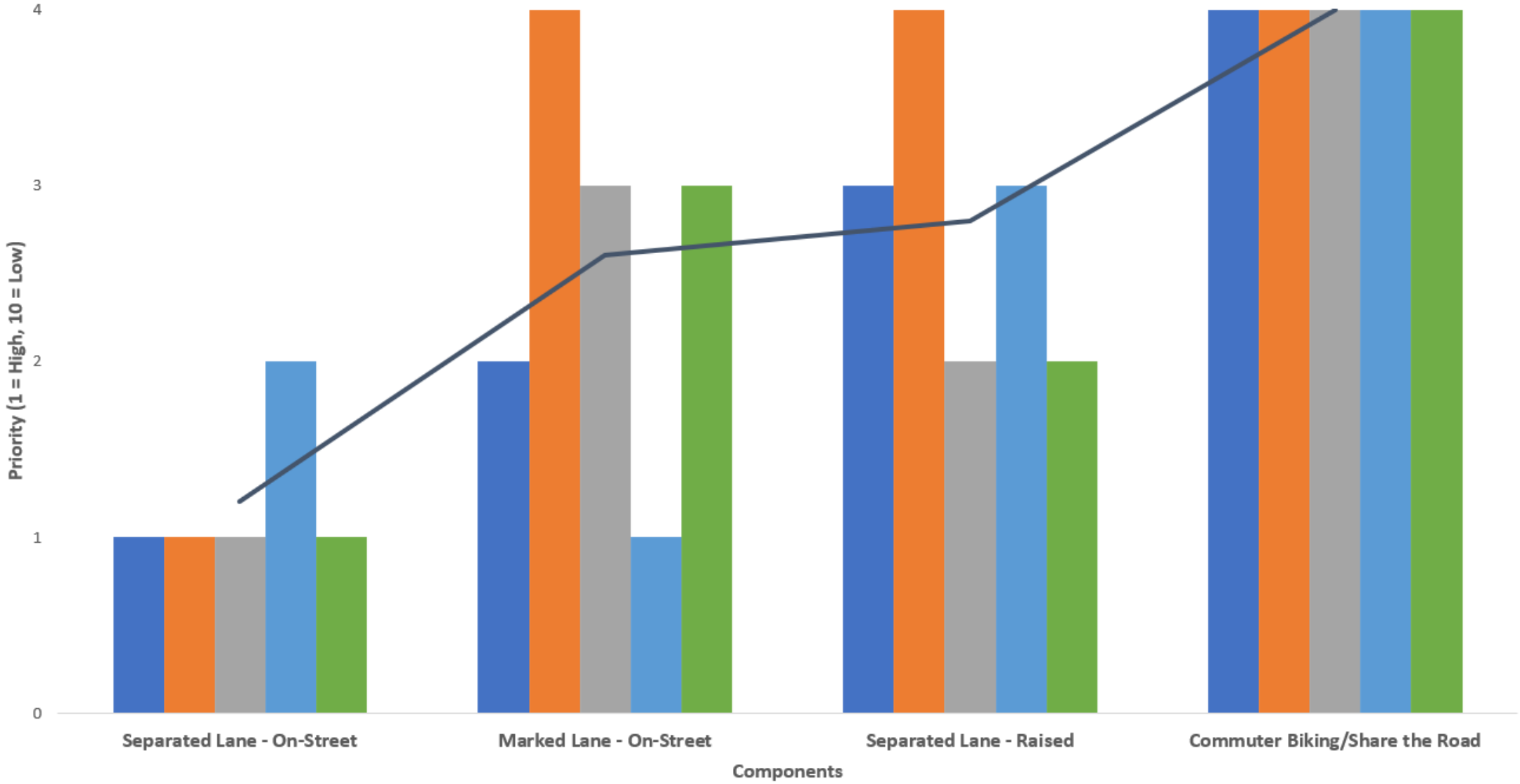
Detailed Preferences - Great Plain Avenue Chestnut to Highland/Dedham



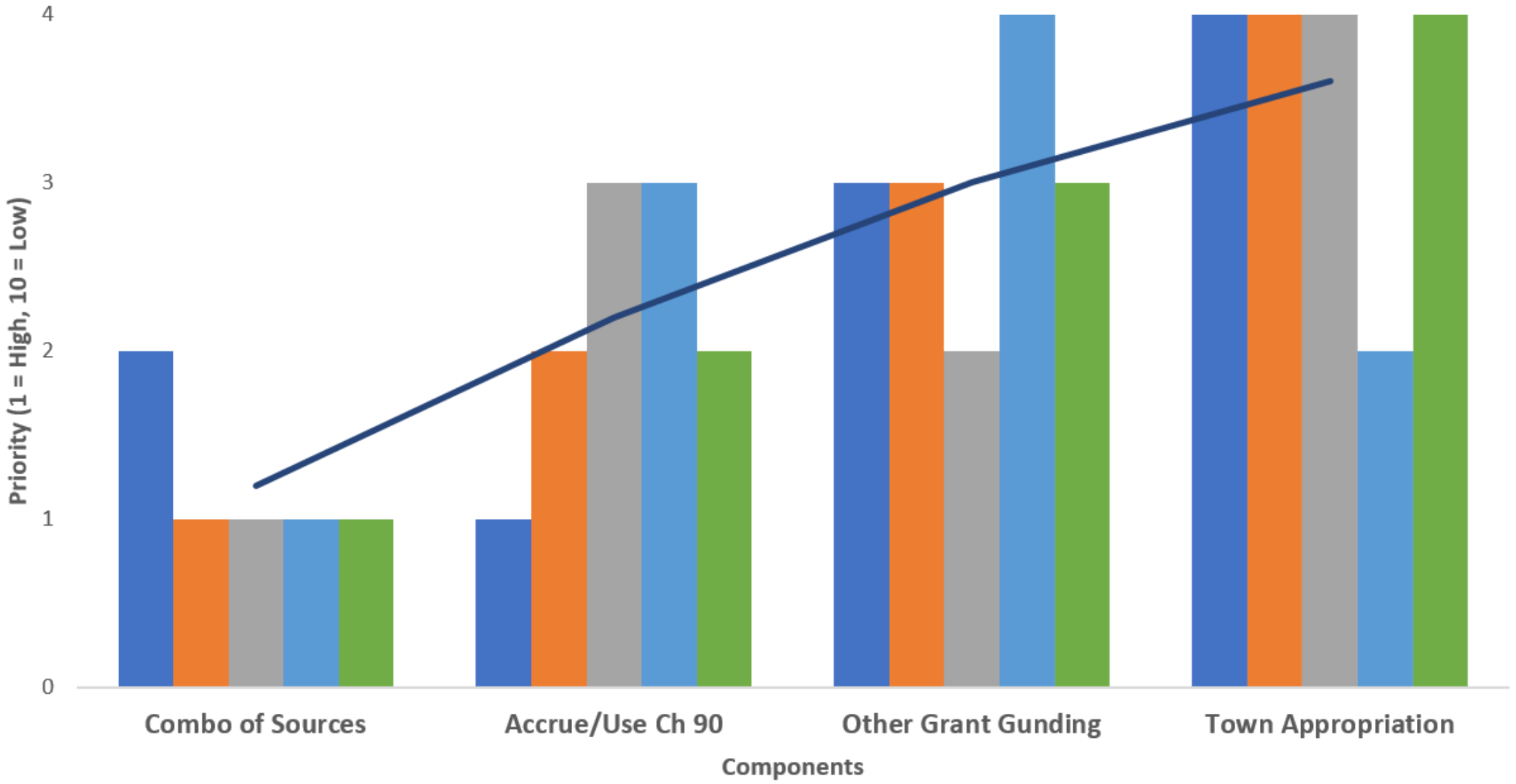
Detailed Preferences - Great Plain Avenue Dedham to Warren



Biking Preference



Funding Preference



Other Component Recommendations

- Trees
- Ambiance Makers

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

Agenda Item	Recognize Influential Business Leaders of Color
Presenter(s)	Board Discussion

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**
The Board will recognize the 13 individuals highlighted by the Charles River Regional Chamber as the Most Influential Business Leaders of Color. These individuals have a connection to the Town of Needham.	
2.	**VOTE REQUIRED BY SELECT BOARD**
N/A – Discussion Only	
3.	**BACK UP INFORMATION ATTACHED**
a. List of the Charles River Regional Chamber's Most Influential Business Leaders of Color with a Needham Connection	

List of the Charles River Regional Chamber's Most Influential Business Leaders of Color with a Needham Connection

- Mohamad Ali – CEO of Needham-based IDG, the world's leading data, research, and media company for the technology industry
- Gilda Barabino, Ph.D. – President of Olin College of Engineering
- Franchesca Carrington – Vice President of DEI & Talent Development at Needham-based SharkNinja
- Lennox Chase – Director of Needham Bank
- Latoyia Edwards – News Anchor for NBC10 Boston & NECN. She joined the NBC10 Boston and NECN family in their Needham studios as a morning reporter in 2005.
- Natasha Espada – Founder & Principal of STUDIO ENÉE Architects; Member of Needham Planning Board, Climate Action Plan Committee, co-chair of Needham's Affordable Housing Planning Committee, and board member for Needham United Against Racism.
- Anna Giraldo-Kerr – Founder & CEO, Shades of Success, a Needham-based learning and development organization she founded in 2002. Serving a second term as a trustee of the Needham Free Public Library, and co-founder of The Lived Experiences Project, she amplifies the voices of people of color in Needham.
- Jay Kim, Executive Director, Foundation for MetroWest
- Seema Thakore Meloni, Ph.D., M.P.H. – Founding Member & Co-Chair, PR & Communications Committee, Indian Community of Needham (ICON). Meloni also served on the board of the Needham Education Foundation (NEF) served as co-president of the Friends of Needham High School Soccer and co-chairs the Parent Talk semi-annual consignment sale.
- Jay Spencer – Owner, French Press Bakery & Café
- Sonal Ullman, M.D. – Gastroenterologist at Beth Israel Deaconess Hospital Needham
- Lawrence P. Ward, Ed.D – Vice President & Dean of Campus Life, Babson College and member of the board of advisors for BID Hospital-Needham.
- Karen Holmes Ward – Director of Public Affairs and Community Services at Needham-based WCVB Channel 5.

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

Agenda Item	Town of Needham Community Standards for Municipal Workplaces
Presenter(s)	Board Discussion

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**
The Board will discuss the Draft Needham Community Standards for Municipal Workplaces. The Code of Conduct Subcommittee (Kevin Keane & Heidi Frail) met to draft this statement.	
2.	**VOTE REQUIRED BY SELECT BOARD**
N/A – Discussion Only	
3.	**BACK UP INFORMATION ATTACHED**
a. Draft Town of Needham Community Standards for Municipal Workplaces	

Town of Needham

Community Standards for Municipal Workplaces

We are a community of residents, staff, patrons, and visitors committed to creating an environment of dignity and mutual respect in which every person feels welcomed, safe, and valued.

We hold that this environment is vital to the effective, efficient, and equitable operation of government on behalf of the Town of Needham and its residents.

We agree – as members of this community – to conduct ourselves in a manner that cultivates this environment through our words and actions at Town facilities, events, and worksites.

Together, we:

- **Assume every person is acting in good faith and with good intentions**
- **Extend empathy to those facing a challenging situation or work task**
- **Speak in a respectful tone, at measured volume, and with appropriate language**
- **Display patience with others and respect the value of their time**
- **Show respect for all people, facilities, equipment, and property**
- **Refrain from violent, threatening, lewd, harassing, intimidating, hostile, or offensive behavior or words**

Should you feel another person is not upholding Community Standards, you may request to speak to a manager or supervisor at any time. This applies equally to residents, staff, patrons, and visitors.

Residents, patrons, or visitors who violate Community Standards may be asked to leave the Town facility, event, or workspace in which they are present. Repeated or egregious violations of the code of conduct may result in restricted access to Town facilities, events, services, or workspaces.

Staff who violate Community Standards may be subject to actions in accordance with relevant personnel policy.

Thank you for playing your part in upholding our community values!

If you have questions regarding the Community Standards, please contact [insert contact information for Building Manager or designee].

DRAFT

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 7/25/2023

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**
Board members may report on the progress and / or activities of their Committee assignments.	
2.	**VOTE REQUIRED BY SELECT BOARD**
N/A – Discussion Only	
3.	**BACK UP INFORMATION ATTACHED**
None	

2023-2024 Election Workers

First Name	Last Name	St #	Street Name	Town	State	Zip Code	Party
Ruth M.	Aaron	31	Glover Road	Needham	MA	02494	D
Elizabeth G.	Amsbary	19	Cimino Road	Needham	MA	02494	D
John C.S.	Anderson	58	Whittier Road	Needham	MA	02492	D
Myra	Anderson	58	Whittier Road	Needham	MA	02492	D
Isabel	Avedikian	148	Valley Road	Needham	MA	02492	U
Julie E.	Bailit	33	Perry Drive	Needham	MA	02492	D
Deborah J.	Barnet	226	Webster Street	Needham	MA	02494	U
Elaine J.	Belkin	41	Highland Court	Needham	MA	02492	U
Kimberly C.	Benner	22	Fuler Brook Avenue	Needham	MA	02492	D
Stephen E.	Blomberg	310	Harris Avenue	Needham	MA	02492	U
Barbara N.	Brailey	229	High Rock Street	Needham	MA	02492	U
Anne	Brain	25	Ridgeway Avenue	Needham	MA	02492	D
Dorothy G.	Brooks	217	Broadmeadow Road	Needham	MA	02492	U
Moy T.	Burns	563	Chestnut Street	Needham	MA	02492	D
Patricia	Carey	1202	Greendale Avenue #103	Needham	MA	02492	U
Clelia M.	Cavicchio	43	George Aggott Road	Needham	MA	02492	U
Kenneth J.	Ciesielski	1938	Washington Street, #403	Newton	MA	02466	U
Sandra	Cincotta	22	Stacey Street	Natick	MA	01760	U
Jean M.	Connolly	88	Gayland Road	Needham	MA	02492	U
Lawrence R.	Cummings	27	South Street	Needham	MA	02492	U
Margaret A.	Cummings	27	South Street	Needham	MA	02492	D
Robert S.	Dangel	28	Hewitt Circle	Needham	MA	02494	U
Maryanne	Dinell	36	Eaton Road	Needham	MA	02492	U
Paul J.	Durda	149	Laurel Drive	Needham	MA	02492	D
Claire Dee	Ecsedy	20	Holland Terrace	Needham	MA	02492	D
David	Ecsedy	20	Holland Terrace	Needham	MA	02492	D
Grace Barbara	Giuditta	28	Austin Street, #204	Newton	MA	02460	D
Janyce	Greene	190	Pine Grove Street	Needham	MA	02494	D
Cynthia A.	Hadley	933	Greendale Avenue	Needham	MA	02492	D
Theresa A.	Hall	51	Bonwood Road	Needham	MA	02492	U
Margaretta	Haney	183	Elmwood Road	Needham	MA	02492	-
Marilyn	Harris	757	Highland Ave #202S	Needham	MA	02494	U
Elizabeth	Hart	154	Hillside Avenue #1	Needham	MA	02494	D
Samuel	Hart	154	Hillside Avenue #1	Needham	MA	02494	U
Nancy C.	Haslip	43	Whitman Road	Needham	MA	02492	U
Walter D.	Herrick	131	Pine Grove Street	Needham	MA	02494	U
Paula S.	Higgins	159	Hillcrest Road	Needham	MA	02492	D
Katherine P.	Jacques	41	Hancock Road	Needham	MA	02492	D
Steven N.	Jacques	41	Hancock Road	Needham	MA	02492	D
Susan	Jarvis	58	Gay Street	Needham	MA	02492	D
Anne C.	Johnson	87	Taylor Street	Needham	MA	02492	U
Kathleen K.	Jurgens	298	Washinton Street #208	Westwood	MA	02090	U
Sharon	Katz	22	Curtis Road	Needham	MA	02492	D
Mary (Lee).	Kelly	401	Hunnewell Street	Needham	MA	02494	U
Shirley J.	Klepadlo	23	Blake Street	Needham	MA	02492	U
Mary R.	Kordas	34	Mackintosh Avenue	Needham	MA	02492	U
M. Gerald	Koss	815	Webster Street	Needham	MA	02492	U
Shawn Z.	Larsen	145	Broadmeadow Road	Needham	MA	02492	D
Richard T.	Lawless	159	Hillcrest Road	Needham	MA	02492	D
Constance E.	Leacock	778	Greendale Avenue	Needham	MA	02492	D
Kenneth J.	Loderick	63	Whiting Way	Needham	MA	02492	U

2023-2024 Election Workers

Ann	MacFate	421	Greendale Avenue	Needham	MA	02494	D
Fabienne A.	Madsen	45	Walnut Street	Needham	MA	02492	R
Marcia	Mather	85	Grove Street, #110	Wellesley	MA	02482	U
Joseph	McCabe	93	Garden Street	Needham	MA	02492	D
Leonora	McNally	778	Greendale Avenue	Needham	MA	02492	D
Eileen A.	Mecagni	173	Valley Road	Needham	MA	02492	U
Elizabeth	Mercer	67	Mayo Avenue	Needham	MA	02492	U
Emma	Navales	82	Deerfield Road	Needham	MA	02492	D
Leslie H.	Nelken	100	Gay Street	Needham	MA	02492	D
Helen T.	Newton	449	High Rock Street	Needham	MA	02492	U
Judith S.	Ogilvie	47	Powers Street	Needham	MA	02492	D
Kathleen J.	O'Keeffe	51	Alden Road	Needham	MA	02492	U
Ford	Peckham	26	Lawton Road	Needham	MA	02492	U
Evelyn	Poness	72	Marked Tree Road	Needham	MA	02492	D
Judith F.	Quagliaroli	41	Edgewater Drive	Needham	MA	02492	U
Deborah T.	Rempis	865	Central Avenue #E304	Needham	MA	02492	U
James E.	Reulbach	96	Bradford Street	Needham	MA	02492	L
Josephine A.	Roman	136	Valley Road	Needham	MA	02492	U
Gerald C.	Rovner	48	Cynthia Road	Needham	MA	02494	D
David L.	Rutter	163	Paul Revere Road	Needham	MA	02492	D
Colleen F.	Schaller	24	Avon Circle	Needham	MA	02494	U
Theodore A.	Schvimer	865	Central Avenue #A317	Needham	MA	02492	D
Kalpana M.	Shah	168	Linden Street, Apt B	Needham	MA	02492	U
Barry	Singer	144	Evelyn Road	Needham	MA	02494	U
Martha A.	Smith-Marston	1052	Webster Street	Needham	MA	02492	U
Arlene	Smookler	174	Pine Grove St	Needham	MA	02494	U
Mary B.	Sullivan	75	Audrey Avenue	Needham	MA	02492	D
Ina	Tamir	22	Aletha Road	Needham	MA	02492	D
M. Kathleen	Tedoldi	13	Maple Street	Needham	MA	02492	U
Margaret A.	Tierney	378	Central Avenue	Needham	MA	02494	U
Joan M.	Tirrell	389	Manning Street	Needham	MA	02492	U
Edie A.	Toolan	10	Beaufort Avenue	Needham	MA	02492	D
Sarah A.	Toran	945	Central Avenue	Needham	MA	02492	U
Timothy B.	Tormey	160	Stratford Road	Needham	MA	02492	R
Julie	Traub	17	Hasenfus Circle	Needham	MA	02494	R
Judith	Venditti	6	Lindbergh Avenue	Needham	MA	02492	U
Ann M.	Walsh	900	Greendale Avenue #12	Needham	MA	02492	U
Jane	Weinstein	79	South Street	Needham	MA	02492	U
Cynthia	Wolfe	191	Fox Hill Road	Needham	MA	02492	U
Natalie S.	Woodward	213	Rock Street, #K5	Norwood	MA	02062	D
Joan C.	Zwible	700	Webster Street	Needham	MA	02492	U

Town of Needham - Salary/Wage Tables

FY2024 (Effective July 1, 2023)

Non-Represented Positions: *General Government Employees*

FY2024 - Effective July 1, 2023

Annual Salary for FLSA Exempt Positions

Grade	Step 1	2	3	4	5	6	7	8	9	10	11
16	$131,109.00	$137,664.45	$143,171.03	$147,466.16	Merit Range						$187,485.87
15	$119,190.00	$125,150.00	$130,157.00	$134,062.00	Merit Range						$166,866.00
14	$108,355.00	$113,772.00	$118,323.00	$121,873.00	Merit Range						$151,696.00
13	$98,505.00	$103,430.00	$107,567.00	$110,793.00	Merit Range						$137,906.00
12	$89,549.00	$94,026.00	$97,788.00	$100,722.00	Merit Range						$125,369.00
11	$77,610.00	$82,660.50	$86,970.00	$90,538.50	$93,697.50	$96,720.00	$99,508.50	$102,121.50	$104,461.50	$106,528.50	$108,673.50
10	$73,924.50	$78,721.50	$82,836.00	$86,229.00	$89,232.00	$92,079.00	$94,750.50	$97,207.50	$99,430.50	$101,439.00	$103,486.50
9	$70,414.50	$74,997.00	$78,897.00	$82,134.00	$84,981.00	$87,711.00	$90,265.50	$92,605.50	$94,750.50	$96,642.00	$98,572.50
8	$67,723.50	$71,311.50	$74,256.00	$76,908.00	$79,443.00	$81,841.50	$84,045.00	$86,073.00	$87,886.50	$89,622.00	$91,416.00
7	$64,486.50	$67,937.51	$70,707.00	$73,261.50	$75,679.50	$77,961.00	$80,047.50	$81,978.00	$83,674.50	$85,351.50	$87,067.50
6	$61,405.50	$64,701.00	$67,333.50	$69,771.00	$72,072.00	$74,236.50	$76,225.50	$78,078.00	$79,696.50	$81,295.50	$82,933.50
5	$58,480.50	$61,620.00	$64,135.50	$66,436.50	$68,640.00	$70,687.50	$72,618.00	$74,353.50	$75,913.50	$77,415.00	$78,975.00
4	$55,107.00	$58,071.00	$60,450.00	$62,614.50	$64,681.50	$66,612.00	$68,425.50	$70,063.50	$71,506.50	$72,949.50	$74,412.00
3	$50,115.00	$52,786.50	$54,951.00	$56,920.50	$58,812.00	$60,567.00	$62,205.00	$63,706.50	$65,013.00	$66,319.50	$67,665.00
2	$45,552.00	$47,989.50	$49,939.50	$51,753.00	$53,449.50	$55,048.50	$56,550.00	$57,895.50	$59,104.50	$60,294.00	$61,503.00
1	$41,418.00	$43,641.00	$45,435.00	$47,053.50	$48,613.50	$50,076.00	$51,402.00	$52,650.00	$53,761.50	$54,834.00	$55,926.00

Hourly Rates for FLSA Non-Exempt Positions (37.5 Hours/week)

Grade	Step 1	2	3	4	5	6	7	8	9	10	11
GT11	$39.80	$42.39	$44.60	$46.43	$48.05	$49.60	$51.03	$52.37	$53.57	$54.63	$55.73
GT10	$37.91	$40.37	$42.48	$44.22	$45.76	$47.22	$48.59	$49.85	$50.99	$52.02	$53.07
GT09	$36.11	$38.46	$40.46	$42.12	$43.58	$44.98	$46.29	$47.49	$48.59	$49.56	$50.55
GT08	$34.73	$36.57	$38.08	$39.44	$40.74	$41.97	$43.10	$44.14	$45.07	$45.96	$46.88
GT07	$33.07	$34.84	$36.26	$37.57	$38.81	$39.98	$41.05	$42.04	$42.91	$43.77	$44.65
GT06	$31.49	$33.18	$34.53	$35.78	$36.96	$38.07	$39.09	$40.04	$40.87	$41.69	$42.53
GT05	$29.99	$31.60	$32.89	$34.07	$35.20	$36.25	$37.24	$38.13	$38.93	$39.70	$40.50
GT04	$28.26	$29.78	$31.00	$32.11	$33.17	$34.16	$35.09	$35.93	$36.67	$37.41	$38.16
GT03	$25.70	$27.07	$28.18	$29.19	$30.16	$31.06	$31.90	$32.67	$33.34	$34.01	$34.70
GT02	$23.36	$24.61	$25.61	$26.54	$27.41	$28.23	$29.00	$29.69	$30.31	$30.92	$31.54
GT01	$21.24	$22.38	$23.30	$24.13	$24.93	$25.68	$26.36	$27.00	$27.57	$28.12	$28.68

Hourly Rates for FLSA Non-Exempt Positions (40 Hours/week)

Grade	Step 1	2	3	4	5	6	7	8	9	10	11
GF11	$37.31	$39.74	$41.81	$43.53	$45.05	$46.50	$47.84	$49.10	$50.22	$51.22	$52.25
GF10	$35.54	$37.85	$39.83	$41.46	$42.90	$44.27	$45.55	$46.73	$47.80	$48.77	$49.75
GF09	$33.85	$36.06	$37.93	$39.49	$40.86	$42.17	$43.40	$44.52	$45.55	$46.46	$47.39
GF08	$32.56	$34.28	$35.70	$36.98	$38.19	$39.35	$40.41	$41.38	$42.25	$43.09	$43.95
GF07	$31.00	$32.66	$33.99	$35.22	$36.38	$37.48	$38.48	$39.41	$40.23	$41.03	$41.86
GF06	$29.52	$31.11	$32.37	$33.54	$34.65	$35.69	$36.65	$37.54	$38.32	$39.08	$39.87
GF05	$28.12	$29.63	$30.83	$31.94	$33.00	$33.98	$34.91	$35.75	$36.50	$37.22	$37.97
GF04	$26.49	$27.92	$29.06	$30.10	$31.10	$32.03	$32.90	$33.68	$34.38	$35.07	$35.78
GF03	$24.09	$25.38	$26.42	$27.37	$28.28	$29.12	$29.91	$30.63	$31.26	$31.88	$32.53
GF02	$21.90	$23.07	$24.01	$24.88	$25.70	$26.47	$27.19	$27.83	$28.42	$28.99	$29.57
GF01	$19.91	$20.98	$21.84	$22.62	$23.37	$24.08	$24.71	$25.31	$25.85	$26.36	$26.89

Independent Town Workers Association (ITWA): *Administrative/Support and Professional/Technical Positions*

FY2024 - Effective July 1, 2023

Annual Salary for Exempt Positions

Grade	Step 1	2	3	4	5	6	7	8	9	10	11
I-11	$77,610.00	$82,660.50	$86,970.00	$90,538.50	$93,697.50	$96,720.00	$99,508.50	$102,121.50	$104,461.50	$106,528.50	$108,673.50
I-10	$73,924.50	$78,721.50	$82,836.00	$86,229.00	$89,232.00	$92,079.00	$94,750.50	$97,207.50	$99,430.50	$101,439.00	$103,486.50
I-09	$70,414.50	$74,997.00	$78,897.00	$82,134.00	$84,981.00	$87,711.00	$90,265.50	$92,605.50	$94,750.50	$96,642.00	$98,572.50
I-08	$67,723.50	$71,311.50	$74,256.00	$76,908.00	$79,443.00	$81,841.50	$84,045.00	$86,073.00	$87,886.50	$89,622.00	$91,416.00
I-07	$64,486.50	$67,937.51	$70,707.00	$73,261.50	$75,679.50	$77,961.00	$80,047.50	$81,978.00	$83,674.50	$85,351.50	$87,067.50
I-06	$61,405.50	$64,701.00	$67,333.50	$69,771.00	$72,072.00	$74,236.50	$76,225.50	$78,078.00	$79,696.50	$81,295.50	$82,933.50
I-05	$58,480.50	$61,620.00	$64,135.50	$66,436.50	$68,640.00	$70,687.50	$72,618.00	$74,353.50	$75,913.50	$77,415.00	$78,975.00
I-04	$55,107.00	$58,071.00	$60,450.00	$62,614.50	$64,681.50	$66,612.00	$68,425.50	$70,063.50	$71,506.50	$72,949.50	$74,412.00
I-03	$50,115.00	$52,786.50	$54,951.00	$56,920.50	$58,812.00	$60,567.00	$62,205.00	$63,706.50	$65,013.00	$66,319.50	$67,665.00
I-02	$45,552.00	$47,989.50	$49,939.50	$51,753.00	$53,449.50	$55,048.50	$56,550.00	$57,895.50	$59,104.50	$60,294.00	$61,503.00
I-01	$41,418.00	$43,641.00	$45,435.00	$47,053.50	$48,613.50	$50,076.00	$51,402.00	$52,650.00	$53,761.50	$54,834.00	$55,926.00

Hourly Rates for Non-Exempt Positions (37.5 Hours)

Grade	Step 1	2	3	4	5	6	7	8	9	10	11
I-11	$39.80	$42.39	$44.60	$46.43	$48.05	$49.60	$51.03	$52.37	$53.57	$54.63	$55.73
I-10	$37.91	$40.37	$42.48	$44.22	$45.76	$47.22	$48.59	$49.85	$50.99	$52.02	$53.07
I-09	$36.11	$38.46	$40.46	$42.12	$43.58	$44.98	$46.29	$47.49	$48.59	$49.56	$50.55
I-08	$34.73	$36.57	$38.08	$39.44	$40.74	$41.97	$43.10	$44.14	$45.07	$45.96	$46.88
I-07	$33.07	$34.84	$36.26	$37.57	$38.81	$39.98	$41.05	$42.04	$42.91	$43.77	$44.65
I-06	$31.49	$33.18	$34.53	$35.78	$36.96	$38.07	$39.09	$40.04	$40.87	$41.69	$42.53
I-05	$29.99	$31.60	$32.89	$34.07	$35.20	$36.25	$37.24	$38.13	$38.93	$39.70	$40.50
I-04	$28.26	$29.78	$31.00	$32.11	$33.17	$34.16	$35.09	$35.93	$36.67	$37.41	$38.16
I-03	$25.70	$27.07	$28.18	$29.19	$30.16	$31.06	$31.90	$32.67	$33.34	$34.01	$34.70
I-02	$23.36	$24.61	$25.61	$26.54	$27.41	$28.23	$29.00	$29.69	$30.31	$30.92	$31.54
I-01	$21.24	$22.38	$23.30	$24.13	$24.93	$25.68	$26.36	$27.00	$27.57	$28.12	$28.68

Building Custodians and Trades International Association (BCTIA): *DPW/Building Maintenance*

BCTIA: Custodians and Trades (1st Shift)

FY2024 - Effective July 1, 2023

Hourly Rates for FLSA Non-Exempt Positions (40 Hours/week)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
B7	$31.01	$32.32	$33.67	$35.03	$36.35	$37.62	$38.85	$40.02	$40.94	$41.85
B6	$29.53	$30.78	$32.05	$33.34	$34.59	$35.81	$36.97	$38.08	$38.96	$39.87
B5	$28.12	$29.30	$30.51	$31.75	$32.94	$34.09	$35.20	$36.25	$37.09	$37.98
B4	$26.51	$27.63	$28.78	$29.95	$31.07	$32.15	$33.20	$34.19	$34.98	$35.78
B3	$24.09	$25.11	$26.16	$27.21	$28.23	$29.22	$30.18	$31.08	$31.80	$32.52
B2	$21.89	$22.83	$23.78	$24.74	$25.68	$26.58	$27.44	$28.26	$28.92	$29.57
B1	*No Positions*									

BCTIA: Custodians and Trades (2nd Shift)

FY2024 - Effective July 1, 2023

Hourly Rates for FLSA Non-Exempt Positions (40 Hours/week)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
B7	$32.26	$33.57	$34.92	$36.28	$37.60	$38.87	$40.10	$41.27	$42.19	$43.10
B6	$30.78	$32.03	$33.30	$34.59	$35.84	$37.06	$38.22	$39.33	$40.21	$41.12
B5	$29.37	$30.55	$31.76	$33.00	$34.19	$35.34	$36.45	$37.50	$38.34	$39.23
B4	$27.76	$28.88	$30.03	$31.20	$32.32	$33.40	$34.45	$35.44	$36.23	$37.03
B3	$25.34	$26.36	$27.41	$28.46	$29.48	$30.47	$31.43	$32.33	$33.05	$33.77
B2	$23.14	$24.08	$25.03	$25.99	$26.93	$27.83	$28.69	$29.51	$30.17	$30.82
B1	*No Positions*									

Needham Independent Public Employees Association (NIPEA): *DPW/Laborers & Field Staff*

FY2024 - Effective July 1, 2023

Hourly Rates for Non-Exempt Positions (40 Hours)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
N7	$31.16	$32.48	$33.83	$35.21	$36.53	$37.81	$39.04	$40.21	$41.14	$42.06
N6	$29.67	$30.93	$32.21	$33.51	$34.77	$35.99	$37.15	$38.27	$39.15	$40.07
N5	$28.25	$29.46	$30.67	$31.91	$33.11	$34.26	$35.37	$36.43	$37.28	$38.16
N4	$26.63	$27.76	$28.93	$30.10	$31.22	$32.31	$33.36	$34.36	$35.16	$35.96
N3	$24.21	$25.25	$26.30	$27.36	$28.38	$29.37	$30.32	$31.23	$31.95	$32.69
N2	$22.00	$22.94	$23.90	$24.87	$25.81	$26.70	$27.57	$28.41	$29.06	$29.71
N1	*No positions*									

Needham Police Union: *Officers and Sergeants*

FY2024 - Effective July 1, 2023

Hourly Rates for Non-Exempt Positions (40 Hours)

GRADE	MINIMUM	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
P-2					$41.46	$43.05	$43.93	$44.78	$46.61
P-1			$29.54	$30.98	$32.49	$34.07	$35.73	$36.45	$37.92

Police Superior Officers Association: *Lieutenants*

FY2024 - Effective July 1, 2023

Annual Salary for Exempt Positions

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Lieutenant		$133,221	$136,884	$140,650	$144,516	$148,853

Needham Firefighters Local 1706

Fire Unit A: *Firefighters, Lieutenants, Captains*

Effective July 1, 2023 (FY24)

Hourly Rates for Non-Exempt Positions (42 Hours)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Captain						$42.92	$45.07	$45.98	$47.39
Lieutenant				$36.42	$37.94	$39.48	$41.47	$42.30	$43.57
Firefighter		$27.43	$28.80	$30.24	$31.75	$33.33	$35.03	$35.73	$36.81

Fire Unit A: *Inspector, EMS Administrator*

Effective July 1, 2023 (FY24)

Hourly Rates for Non-Exempt Positions (40 Hours)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Fire Inspector		$28.80	$30.22	$31.74	$33.32	$34.98	$36.75	$37.49	$38.63
EMS Administrator		$28.80	$30.22	$31.74	$33.32	$34.98	$36.75	$37.49	$38.63

Fire Unit C: *Deputy Chiefs*

Effective July 1, 2023 (FY24)

Hourly Rates for Non-Exempt Positions (42 Hours)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Deputy Chief				$45.17	$47.16	$49.11	$51.55	$53.63	$54.17

Fire Unit C: *Assistant Fire Chief*

Effective July 1, 2023 (FY24)

Annual Salary for Exempt Positions

Grade	Step 1	Step 2	Step 3
Assistant Fire Chief	$139,900	$143,400	$147,000

FISCAL YEAR 2024

SCHEDULE A

Effective July 1, 2023

Full-time and regular part-time position classifications with corresponding classification

Position Title	Grade/Class.	FLSA status
Administrative Analyst	6	non-exempt
Administrative Assistant	I-03	non-exempt
Administrative Specialist	I-05	non-exempt
Animal Control Officer	GF07	non-exempt
Applications Administrator	I-07	exempt
Arborist	N-5	non-exempt
Assistant Building Commissioner	10	exempt
Assistant Director of Aging Services/Counseling and Volunteers	11	exempt
Assistant Director of Aging Services/Programs and Transportation	10	exempt
Assistant Director of Assessing	9	exempt
Assistant Director of Finance/Procurement Officer	9	exempt
Assistant Director of Human Resources	10	exempt
Assistant Director of Park & Recreation	11	exempt
Assistant Director of Public Health for Community & Environmental Health	11	exempt
Assistant Director of Public Health for Nursing & Behavioral Health	11	exempt
Assistant Director of Public Library	12	exempt
Assistant Director of Public Works/Building Maintenance	13	exempt
Assistant Director of Public Works/Operations	13	exempt
Assistant Fire Chief	Assistant Fire Chief	exempt
Assistant Superintendent	9	exempt
Assistant Town Accountant	9	exempt
Assistant Town Clerk	6	exempt
Assistant Town Engineer	11	exempt
~~Assistant Town Manager/Director of Finance~~	~~15~~	~~exempt~~
~~Assistant Town Manager/Director of Operations~~	~~15~~	~~exempt~~
Assistant Town Planner	7	exempt
Assistant Treasurer/Collector	9	exempt
AutoCAD Technician	GF04	non-exempt

Position Title	Grade/Class.	FLSA status
Benefits Administrator	6	non-exempt
Building Commissioner	12	exempt
Building Maintenance Manager	11	exempt
Building Maintenance Supervisor	9	exempt
Business Manager	11	exempt
Carpenter	B7	non-exempt
Chief Wastewater Operator	N-7	non-exempt
Children's Librarian	7	exempt
Children's Services Assistant	GT05	non-exempt
Civil Engineer	7	exempt
Clinician	I-07	exempt
Compliance Coordinator	6	exempt
Computer Operator	I-03	non-exempt
Conservation Manager	9	exempt
Conservation Specialist	I-06	non-exempt
Contract Administrator	8	exempt
Craftsworker (Building Maintenance)	B4	non-exempt
Craftsworker (DPW)	N-4	non-exempt
Custodian	B2	non-exempt
Deputy Fire Chief	F-4	non-exempt
~~Deputy Fire Chief, Operations~~	~~F-5~~	~~non-exempt~~
Deputy Police Chief	14	exempt
Deputy Town Manager	16	exempt
Deputy Town Manager/Director of Finance	16	exempt
Director of Aging Services	13	exempt
Director of Assessing	12	exempt
Director of Communications and Community Engagement	10	exempt
Director of Design and Construction	13	exempt
Director of Health and Human Services	14	exempt
Director of Human Resources	14	exempt
Director of Management Information Systems	14	exempt
Director of Park and Recreation	12	exempt

Position Title	Grade/Class.	FLSA status
Director of Planning and Community Development	13	exempt
Director of Public Library	14	exempt
Director of Public Works	15	exempt
Director of Youth and Family Services	12	exempt
Division Superintendent, Highway	12	exempt
Division Superintendent, Parks and Forestry	12	exempt
Division Superintendent, Solid Waste/Recycling	12	exempt
Division Superintendent, Water/Sewer	12	exempt
Economic Development Manager	9	exempt
Electrician	B7	non-exempt
Emergency Management Administrator	11	exempt
EMS Administrator	EMS Administrator	non-exempt
Engineering Aide	GF02	non-exempt
Engineering Technician	GF05	non-exempt
Environmental Health Agent	I-07	non-exempt
Equipment Mechanic	N-5	non-exempt
Field Assessor	I-06	non-exempt
Finance Assistant	I-04	non-exempt
Fire Business Manager	9	exempt
Fire Captain	F-3	non-exempt
Fire Chief	Contract	exempt
Fire Inspector	Fire Inspector	non-exempt
Fire Lieutenant	F-2	non-exempt
Firefighter	F-1	non-exempt
Fleet Supervisor	10	exempt
GIS/Database Administrator	I-07	exempt
Heavy Motor Equipment Operator (HMEO)	N-4	non-exempt
Human Resources Assistant	GT05	non-exempt
HVAC Supervisor	9	exempt
HVAC Technician	B7	non-exempt
Inspector of Plumbing & Gas	GT07	non-exempt
Inspector of Wires	GT07	non-exempt

Position Title	Grade/Class.	FLSA status
Laborer 2	N-2	non-exempt
Laborer 3	N-3	non-exempt
Library Assistant	GT03	non-exempt
Library Children's Supervisor	10	exempt
Library Circulation Supervisor	9	exempt
Library Reference Supervisor	10	exempt
Library Technical Services Supervisor	10	exempt
Library Technology Specialist/Archivist	11	exempt
Local Building Inspector	GT06	non-exempt
Management Analyst	8	exempt
Master Mechanic	N-7	non-exempt
Network Manager	I-11	exempt
Office Assistant	I-02	non-exempt
Park Ranger	B3	non-exempt
Payroll Coordinator	I-06	non-exempt
Plumber	B7	non-exempt
Police Administrative Specialist	I-06	non-exempt
Police Chief	Contract	exempt
Police Lieutenant	P-3	non-exempt
Police Maintenance Assistant	GF03	non-exempt
Police Officer	P-1	non-exempt
Police Sergeant	P-2	non-exempt
Project Manager	10	exempt
Public Health Nurse	I-09	exempt
Public Safety Dispatch Supervisor	GF10	non-exempt
Public Safety Dispatcher	GF07	non-exempt
Public Works Inspector	N-6	non-exempt
Public Works Technician	N-5	non-exempt
Recreation Supervisor	I-08	non-exempt
Reference Librarian/Digital Media Specialist	7	exempt
Reference Librarian/Program Specialist	7	exempt
Reference Librarian/Young Adult	7	exempt

Position Title	Grade/Class.	FLSA status
Retirement Administrator*	9	exempt
Retirement Assistant*	GT04	non-exempt
Scalehouse Attendant	N-4	non-exempt
Senior Administrative Coordinator	I-07	non-exempt
Senior AutoCAD Technician	GF06	non-exempt
Senior Custodian	B3	non-exempt
Senior Project Manager	12	exempt
SHINE Assistant Program Coordinator	GT07	non-exempt
SHINE Program Coordinator	GT08	non-exempt
Substance Use Prevention Program Coordinator	8	exempt
Support Services Manager	10	exempt
Survey Party Chief	GF06	non-exempt
Technical Services Assistant	GT03	non-exempt
Technology Support Technician	I-06	non-exempt
Town Accountant	12	exempt
Town Engineer	13	exempt
Town Manager	Contract	exempt
Town Treasurer and Tax Collector	12	exempt
Transportation Coordinator	GT06	non-exempt
Traveling Meals Coordinator	GT05	non-exempt
Wastewater Operator	N-5	non-exempt
Water Treatment Facility Manager	10	exempt
Water Treatment Operator	N-5	non-exempt
Working Foreman	N-7	non-exempt
Zoning Specialist	GT06	non-exempt
*Needham Contributory Retirement Board position titles		

Part I ADMINISTRATION OF THE GOVERNMENT

Title III LAWS RELATING TO STATE OFFICERS

Chapter 30B UNIFORM PROCUREMENT ACT

Section 16 REAL PROPERTY; DISPOSITION OR ACQUISITION

Section 16. (a) If a governmental body duly authorized by general or special law to engage in such transaction determines that it shall rent, convey, or otherwise dispose of real property, the governmental body shall declare the property available for disposition and shall specify the restrictions, if any, that it will place on the subsequent use of the property.

(b) The governmental body shall determine the value of the property through procedures customarily accepted by the appraising profession as valid.

(c) A governmental body shall solicit proposals prior to:

(1) acquiring by purchase or rental real property or an interest therein from any person at a cost exceeding $35,000; or

(2) disposing of, by sale or rental to any person, real property or any interest therein, determined in accordance with paragraph (b) to exceed $35,000 dollars in value.

(d) The governmental body shall place an advertisement inviting the submission of proposals in a newspaper with a circulation in the locality sufficient to inform the people of the affected locality. The governmental body shall publish the advertisement at least once a week for two consecutive weeks. The last publication shall occur at least eight days preceding the day for opening proposals. The advertisement shall specify the geographical area, terms and requirements of the proposed transaction, and the time and place for the submission of proposals. In the case of the acquisition or disposition of more than twenty-five hundred square feet of real property, the governmental body shall also cause such advertisement to be published, at least thirty days before the opening of proposals, in the central register published by the state secretary pursuant to section twenty A of chapter nine.

(e) The governmental body may shorten or waive the advertising requirement if:

(1) the governmental body determines that an emergency exists and the time required to comply with the requirements would endanger the health or safety of the people or their property; provided, however, that the governmental body shall state the reasons for declaring the emergency in the central register at the earliest opportunity; or

(2) in the case of a proposed acquisition, the governmental body determines in writing that advertising will not benefit the governmental body's interest because of the unique qualities or location of the property needed. The determination shall specify the manner in which the property proposed for acquisition satisfies the unique requirements. The governmental body shall publish the determination and the reasons for the determination, along with the names of the parties having a beneficial

interest in the property pursuant to section forty J of chapter seven, the location and size of the property, and the proposed purchase price or rental terms, in the central register not less than thirty days before the governmental body executes a binding agreement to acquire the property.

(f) Proposals shall be opened publicly at the time and place designated in the advertisement. The governmental body shall submit the name of the person selected as party to a real property transaction, and the amount of the transaction, to the state secretary for publication in the central register.

(g) If the governmental body decides to dispose of property at a price less than the value as determined pursuant to paragraph (b), the governmental body shall publish notice of its decision in the central register, explaining the reasons for its decision and disclosing the difference between such value and the price to be received.

(h) This section shall not apply to the rental of residential property to qualified tenants by a housing authority or a community development authority.

(i) Acquisitions or dispositions of real property or any interest therein pursuant to this section between governmental bodies and the federal government, the commonwealth or any of its political subdivisions or another state or political subdivision thereof shall be subject to subsections (a), (b) and (g).

Town of Needham
Select Board
Minutes for Tuesday, June 13, 2023
Select Board's Chamber
and
Via ZOOM
https://us02web.zoom.us/j/80968374046

6:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Marianne Cooley. Those present were Marcus Nelson, Kevin Keane, Heidi Frail (via Zoom), Catherine Dowd, and Kate Fitzpatrick, Town Manager. Dave Davison, ATM/Finance, Katie King, ATM/Operations, and Mary Hunt, Recording Secretary (via Zoom) were also in attendance.

6:00 p.m. Public Comment Period: No comments were heard.

6:01 p.m. Proclamation - Juneteenth:
Mr. Keane read a proclamation declaring June 19, 2023 as Juneteenth in the Town of Needham.

Motion by Mr. Nelson that June 19th, 2023 be declared Juneteenth in the Town of Needham and that all residents be encouraged to observe Juneteenth as a celebration of the resilience of Black Americans and an opportunity for education about the true history of this country.
Second: Ms. Dowd. Unanimously approved 5-0 by roll call vote.

6:02 p.m. Proclamation - Pride Month:
Mr. Keane read a proclamation declaring June 2023 as Pride Month in the Town of Needham.

Motion by Mr. Nelson that June 2023 be declared Pride Month in the Town of Needham and that all residents be encouraged to recognize and acknowledge the contributions of the LGBTQIA+ members of our community as we continue to advance the principles of liberty, equality, inclusivity, and justice for all.
Second: Ms. Dowd. Unanimously approved 5-0 by roll call vote.

6:03 p.m. Public Hearing - Grant of Location:
Ross Goudeau, Verizon representative and Joanne Callender, Eversource Energy representative spoke with the Select Board regarding a Grant of Location.

1. Joint Grant of Location: 140 Kendrick Street
Ross Goudeau, Verizon representative stated Verizon New England and Eversource Energy are requesting permission to place one pole approximately 353 feet westerly of the centerline of Third Avenue and approximately 65 feet easterly

from existing pole, P.35/16A. Mr. Goudeau said the petition is necessary to provide new communications and electrical service to support a solar project happening at 140 Kendrick Street, Needham.

Ms. Fitzpatrick said all paperwork is in order.

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

Motion by Mr. Nelson that the Select Board approve and sign a petition from Verizon New England and Eversource Energy to place one pole approximately 353 feet westerly of the centerline of Third Avenue and approximately 65 feet easterly from existing pole, P.35/16A.
Second: Mr. Keane. Unanimously approved 5-0 by roll call vote.

6:08 p.m. Public Hearings - Eversource Energy Grant of Location:
Joanne Callender, Eversource Energy representative spoke with the Select Board regarding three Grants of Location.

2. Public Hearing: Eversource Grant of Location - 140 Kendrick Street
Ms. Calendar of Eversource Energy requests permission to install approximately 8 feet of conduit in Kendrick Street. The reason for this work is to provide electric service to 140 Kendrick Street.

Ms. Fitzpatrick said all paperwork is in order.

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

Motion by Mr. Nelson that the Select Board approve and sign a petition from Eversource Energy to install approximately 8 feet of conduit in Kendrick Street.
Second: Ms. Dowd. Unanimously approved 5-0 by roll call vote.

3. Public Hearing: Eversource Grant of Location - 377 Chestnut Street
Ms. Callendar stated Eversource Energy is requesting permission to install approximately 82 feet of conduit in Chestnut Street. The reason for this work is to provide underground service to 377 Chestnut Street.

Ms. Fitzpatrick said all paperwork is in order.

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

Motion by Mr. Nelson that the Select Board approve and sign a petition from Eversource Energy to install approximately 82 feet of conduit in Chestnut Street.
Second: Ms. Dowd. Unanimously approved 5-0 by roll call vote.

4. Public Hearing: Eversource Grant of Location - 1177 Central Avenue

Ms. Callendar said Eversource Energy is requesting permission to install approximately 14 feet of conduit in Central Avenue. The reason for this work is to provide underground service to a new home at 1177 Central Avenue.

Ms. Fitzpatrick said all paperwork is in order.

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

Motion by Mr. Nelson that the Select Board approve and sign a petition from Eversource Energy to install approximately 14 feet of conduit in Central Avenue.
Second: Mr. Keane. Unanimously approved 5-0 by roll call vote.

6:15 p.m. Appointments and Consent Agenda:

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

APPOINTMENTS: No Appointments were made at this meeting.

CONSENT AGENDA:

1. **Approve a one-day license suspension as penalty for an alcohol compliance check failure on April 12, 2023 by Ceed Corp d/b/a Cook Needham.**
2. **Approve Executive Session Minutes of May 23, 2023.**
3. **Authorize the placement of Pride Month lawn signs at the Town Hall and Public Services Administration Building through June 30, 2023.**
4. **Accept the following donations made to the Needham Community Revitalization Trust Fund: $1500 from The Exchange Club of Needham and $325 from Hearth Pizzeria.**
5. **Grant permission for the following residents to hold block parties:**

Name	Address	Party Location	Party Date	Paty Time	Party Rain Date
Ratify - Ari Cohen	**32 Virginia Rd.**	**Virginia Rd 38, 33, 32, 26, 23, & 20**	**6/3/23**	**2-6pm**	**N/A**
Ratify – Rebecca Carrier	**17 Hollow Ridge Road**	**Hollow Ridge Road**	**6/10/23**	**5-9pm**	**6/16/23**
Janine Helwig	**158 Meadowbrook Road.**	**Newell Ave & Prospect St. intersection**	**9/9/23**	**3:30-8:30 pm**	**9/10/23**

Second: Mr. Nelson. Unanimously approved 5-0 by roll call vote.

6:15 p.m. Public Hearing - Sewer and Water Rates:

The Water and Sewer Rate Structure Committee, along with David Davison, Assistant Town Manager/Finance, Carys Lustig, Director of Public Works, and

Michael Retzky, Superintendent of Water and Sewer met with the Select Board to discuss the water and sewer rates recommendation. It was noted the Water and Sewer Rate Structure Committee met on April 4, 2023, April 28, 2023, and again on May 11, 2023 to finalize its recommendation to the Board. Mr. Davison stated several factors must be considered with a rate recommendation including expenditures, volume, the current rate structure, and rate options. He noted withdrawal of the Coke-a-Cola bottling operations is a factor in the rate increase, as well as inflation. Discussion ensued on the impact of the Covid pandemic and use of irrigation. It is anticipated that the Select Board will vote on final water and sewer rates at its meeting on June 27, 2023.

Ms. Cooley noted significant analysis went into the rate recommendation.

Ms. Cooley invited public comment. No comments were heard. She said the public comment period will remain open until the Select Board takes a vote at the meeting on June 27, 2023.

6:35 p.m. Public Hearing: Alcohol License Hearing - Pancho's Taqueria
Carlos Chavira, Owner & Manager of Record and John Schlittler, Chief of Police met with the Board to consider the modification, suspension, revocation, or cancellation of the Section 12 Restaurant All Alcohol license for Pancho's Taqueria Needham LLC d/b/a Pancho's Taqueria.

Chief Schlittler presented testimony relative to an alcohol compliance check failure on April 12, 2023. Chief Schlittler reminded the Board this is the third compliance violation for Pancho's Taqueria.

Ms. Cooley reiterated there are two issues: this is the third violation and training requirements. She noted even though Mr. Chavira has implemented additional training, the staff member who served the alcohol had not been trained.

Discussion ensued on T.I.P.S Certification and the use of an ID scanner. Mr. Nelson noted that this is the third violation in a year and a half. Ms. Cooley noted no questions or comments have been received from the public.

The Select Board discussed suspension of the alcohol license, the number of days of the suspension and whether the days will be served immediately and consecutively, sending notice to the ABCC, and the violation of required training.

Motion by Mr. Keane that:

1.

a. The Select Board finds sufficient evidence that, on April 12, 2023, Pancho's Taqueria Needham LLC d/b/a Pancho's Taqueria violated 204 CMR 2.05(2) permitting an illegality on the licensed premises, to wit: Chapter 138, Section

34, sale or delivery of an alcoholic beverage to a person under twenty-one years of age; and

b. That the Select Board suspend Pancho's Taqueria Needham LLC d/b/a Pancho's Taqueria Section 12 Restaurant All Alcoholic Liquor License for a period of 3 day(s) to be served consecutively on set dates in the future; and

c. That the Select Board authorize the Town Manager to draft and send notice of the Select Board's decision to the Licensee and to the Alcoholic Beverages Control Commission. And

2.

a. That the Select Board finds sufficient evidence that, on April 12, 2023, Pancho's Taqueria Needham LLC d/b/a Pancho's Taqueria violated Town of Needham Alcohol Regulations (Revised July 26, 2022): Section 4.6.11 relative to training required by staff who serve alcoholic beverages; and

b. That the Select Board suspend Pancho's Taqueria Needham LLC d/b/a Pancho's Taqueria Section 12 Restaurant All Alcoholic Liquor License for a period of 1 day to be served consecutively on set dates in the future; and

c. That the Select Board authorize the Town Manager to draft and send notice of the Select Board's decision to the Licensee and to the Alcoholic Beverages Control Commission.

Second: Mr. Nelson. Unanimously approved 5-0 by roll call vote.

7:00 p.m. Town Manager:
Kate Fitzpatrick, Town Manager spoke with the Board regarding four items:

1. Housing Needham (HONE) Advisory Group
Ms. King, ATM/Operations reminded the Select Board that at its meeting on May 23, 2023 it discussed a draft composition and charge for the Housing Needham Advisory Group. The MBTA Communities Act requires Needham to adopt a zoning district "of reasonable size in which multi-family housing is permitted as of right" by December 2024. She noted the Town will embark on an 18-month community engagement process to shape this proposed zoning for Town Meeting's consideration. Ms. King said staff recommend the creation of a Housing Needham (HONE) Advisory Group to lead this effort and promote coordination amongst key Town boards, with a composition aimed at reflecting a variety of perspectives and expertise. Ms. King recommends that the Select Board vote to adopt the HONE Advisory Group Composition and Charge.

Motion by Mr. Nelson that the Select Board vote to adopt the Housing Needham (HONE) Advisory Group Composition and Charge.

Second: Mr. Keane. Unanimously approved 5-0 by roll call vote.

2. Mobility Planning Coordinating Committee

Ms. Fitzpatrick reminded the Board that at its meeting on January 10, 2023 the Board voted to approve changes to the Rail Trail Advisory Committee charge, and name and charge changes for the existing Traffic Management Advisory Committee to the Transportation Safety Committee. She noted action on changing the Transportation Committee to become the Mobility Planning Coordinating Committee was dependent on Town Meeting action. Ms. Fitzpatrick stated that the 2023 Annual Town Meeting voted unanimously to support the removal of the Transportation Committee from the General By-laws, and is recommending that the Board vote to adopt the composition and charge for the Mobility Planning Coordinating Committee.

Motion by Mr. Nelson that the Board vote to adopt the composition and charge for the Mobility Planning Coordinating Committee.
Second: Mr. Keane. Unanimously approved 5-0 by roll call vote.

3. Quiet Zone Working Group

Ms. Fitzpatrick commented that after withdrawing the warrant article for the design of the Quiet Zone, the Select Board committed to a process for refreshing the feasibility study, with a goal of seeking combined design and construction funding at the 2024 Annual Town Meeting. Ms. Fitzpatrick recommends that the Board create a working group of stakeholders to provide feedback during the feasibility refresh process, and approve the composition and committee charge for the working group.

Motion by Mr. Keane that the Select Board vote to adopt the composition and charge for the Quiet Zone Working Group.
Second: Ms. Dowd. Unanimously approved 5-0 by roll call vote.

4. Town-Financed Community Housing Oversight Committee

Ms. Fitzpatrick said the Community Preservation Committee has proposed the creation of a committee to oversee the Town's investment in large-scale community housing projects. She noted the Committee will work with consultants hired by the applicants and will provide the CPC with multi-disciplinary expertise and feedback in monitoring the Town's investment. Ms. Fitzpatrick asked the Select Board to approve the composition and charge for the Town-Financed Community Housing Oversight Committee (T-CHOC).

Motion by Mr. Keane that the Board vote to adopt the composition and charge for the Town-Financed Community Housing Oversight Committee (T-CHOC).
Second: Mr. Nelson. Unanimously approved 5-0 by roll call vote.

7:15 p.m. Board Discussion:

1. Committee Reports

Mr. Keane reported the Climate Action Planning Committee met, noting the consultant KLA has started its greenhouse gas study which includes community meetings. He noted the path forward is optimistic. He mentioned a survey was included in the News You Need(ham) and will be available on the Climate Action Planning Committee website for folks to give input.

Mr. Nelson reported NUARI met last night for its annual meeting. He said many positive thoughts were expressed and that it was nice to hear from the members and also to understand "how far we need to go." Mr. Nelson said it was a chance to recognize how much work has already been done and see the many motivated people from all walks of life who want to be part of the solution in making Needham a place where people want to live. He commented on conversations for discussion at elementary schools.

Ms. Cooley noted progress vs. goals and the steps taken toward improving. She noted the creation of conversation space to understand the challenges and discomforts, and what that might mean going forward. She commented on policing, schools, and community engagement.

Ms. Dowd shared her thoughts from holding office hours, noting concerns received from constituents. She said one comment was regarding riding bicycles in the downtown and Needham Heights areas. She said another comment was regarding light pollution and the types of lighting in use in Needham.

Office hours are scheduled for July 15 (Mr. Nelson via Zoom) and August 8 (Ms. Cooley in the Select Board's Chamber).

7:26 p.m. Adjourn:

Motion by Mr. Nelson that the Select Board vote to adjourn the Select Board meeting of Tuesday, June 13, 2023.
Second: Mr. Keane. Unanimously approved 5-0 by roll call vote.

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

The next Select Board meeting is scheduled for Tuesday, June 27, 2023 at 6:00 p.m.

NEEDHAM PARK AND RECREATION DEPARTMENT

Rosemary Recreation Complex
178 Rosemary Street
Needham, MA 02494
Tel: (781) 455-7930

June 7, 2023
Needham Select Board
Town of Needham
1471 Highland Avenue
Needham, MA 02492

Dear Chair Marianne Cooley and Select Board members,

The purpose of this letter is to request your approval for me to hold more than one appointed position with the Town.

The multiple appointed positions that I wish to hold are:

1. Teacher's Aide with Needham Public Schools
2. Summer Camp Counselor for the Needham Park & Recreation Department

There will be no conflict with any School Department responsibilities, as the schools are not in session during the summer months. I will work 20-30 hours per week, for six weeks.

Please do not hesitate to contact me if I can provide any further information.

Sincerely,

Chuck Dowe

DISCLOSURE BY MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT AS REQUIRED BY G. L. c. 268A, § 20(b)

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Chuck Dowe
Title/ Position	**Specialist**
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	**Needham Park and Recreation**
Agency Address	**178 Rosemary St.**
Office phone:	**(781)- 455- 7930**
Office e-mail:	**parkandrecreation@needhamma.gov**
	Check one: ____ Elected or __X__ Non-elected
Starting date as a municipal employee.	July 1, 2023
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee.** ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ____ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee.** ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

Write an X beside your financial interest.	**My financial interest in a municipal contract is:** ____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. **-- OR --** _X_ **STATEMENT # 2:** I will have a **new** financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** _X_ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	**Needham Park and Recreation** **178 Rosemary St.** **Needham MA, 02494**
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee.** The **"contracting agency"** is the **municipal agency that made the contract.** _X_ My Municipal Agency is not the contracting agency. _X_ My Municipal Agency does not regulate the activities of the contracting agency. _X_ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. _X_ The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX** **IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. Needham Park and Recreation – Summer STEM Specialist
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX** **IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?

What is your financial interest In the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. **-$20.14**
Date when you acquired a financial interest	**July 1, 2023**
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. **N/A**
Date when your immediate family acquired a financial interest	**N/A**
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. _X_ The services will be provided outside my normal working hours as a municipal employee. _X_ The services are not required as part of my regular duties as a municipal employee. _X_ For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	
Date:	14 JUNE '23

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Stacey Mulroy
Title/ Position	Park and Recreation Director
Municipal Agency:	Needham Park and Recreation
Agency Address:	178 Rosemary St. Needham MA,02494
Office Phone:	(781)-455-7930
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	07/19/2023

APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	