

SELECT BOARD

July 23, 2019

Needham Town Hall

Revised Agenda

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

	6:45	Informal Meeting with Citizens <i>One or more members of the Select Board will be available between 6:45 and 7:00 p.m. for informal discussion with citizens. While not required, citizens are encouraged to call the Select Board's Office at (781) 455-7500 extension 204 in advance to arrange for an appointment. This enables the Board to better assure opportunities for participation and respond to citizen concerns.</i>
1.	7:00	Purple Heart Proclamation
2.	7:00	Certificates of Appreciation: Rose Doherty, Lois Bacon (retirees of Library Trustees)
3.	7:00	Public Hearings: Eversource Grant of Locations- Winding River Road, Country Way, and May Street Maureen Carroll, Eversource Energy
4.	7:00	Public Hearing- New Alcoholic License for Pancho's Taqueria Needham, LLC d/b/a Pancho's Taqueria, 1450 Highland Avenue Carlos Chavira, Proposed Manager
5.	7:25	Director of DPW - Sign Notice of Traffic Regulation - Glen Gary Road - Sign Notice of Traffic Regulation – Glover Road & Louart Drive
6.	7:30	Continuation of Verizon Small Cell Hearing from 6/25/2019 Victor Manougian, McLane Middleton
7.	8:30	Town Manager - Special Town Meeting Update - Town Manager's Report
8.	8:45	Board Discussion Committee Reports

APPOINTMENTS

	See attached list.	
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CONSENT AGENDA *=Backup attached

1.	Accept the following gifts received by the Needham Public Library for the period of March 1, 2019 to June 30, 2019: Kay Rugan Paltsios made a donation in memory of William Powers (\$25.00); Nancy Johnson made a donation in memory of Debra Olshever's mother (\$25.00); The following people made donations in memory of Sylvia Clark: Susan Harris (\$50.00), and Diane McGuire (\$25.00); Vanessa and Eric Rufa gave
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	the library the following: A four-foot tall toy giraffe (\$83.00), Busy Town Floor Block (\$30.00), and Supersized picture book—<i>Big Red Barn</i> (\$25.00); Kate Hanaway donated the following puzzles: <i>Hot Air Adventure</i> (\$16.00), <i>Roseate Spoonbill</i> (\$20.00), <i>Downton Abbey</i> (\$20.00), <i>Snow Day</i> (\$18.00), <i>Cupcakes for Two</i> (\$15.00), <i>Tiffany</i> (\$54.00), and <i>Shark Teeth & Shells</i> (\$22.00); Corinne Heald gave the library a copy of Needham Author Judi Getch Brodman's book, <i>She's Not You</i> (\$14.99); Natalie Demerjian donated the puzzle, <i>Disney—Thomas Kinkade</i> (\$18.00); The Needham Latinas Group donated 10 books in the Spanish Language (\$50.00); Jay Donahue donated a large bag of plastic, candy-filled Easter eggs to the Children's Room. They were from his rain-canceled Easter Egg Hunt (\$20.00); Thomas Neeley gave the library a copy of Arthur Hittner's book, <i>Artist, Soldier, Love, Muse</i> (\$17.00); Wellesely Books sent the library a check for \$10.50, 10% of amount for books sold at Young Adult Author Panel; William F. Gallagher, M.D. gave the library a check for \$100.00 in appreciation of services rendered; Ann MacFate made a \$250.00 donation for the purchase of large print books in memory of Irene MacFate; Ford Peckham donated a copy of <i>Huê 1968</i> by Mark Bowden in memory of Major R.N. Peckham, Jr., USAF (Ret.) (\$30.00); Andy Gassman gave the library an American Flag; Matt Robinson donated the following two books: <i>New England Invite: Fresh Feasts to Savor the Seasons</i> by Kate Bowler (\$29.95), and <i>The Man Who Lit Lady Liberty</i> by Richard Schwartz (\$29.95); Amy Kahn donated a puzzle of Klimt's <i>The Kiss</i> (\$30.00); Donna Halper donated \$100.00 for the purchase of Genealogy Books; Joan Dickinson donated copies of two of her books: <i>The UnPuritans: The Hanscome Trilogy, Book I</i> (\$14.99), and <i>The Lost Mulattos: The Hanscome Trilogy, Book II</i> (\$14.99); and Wendy Bertrand gave the library a copy of her memoir: <i>Enamored with Place: As Woman + As Architect</i> (\$35.00).
2.	Accept the following donation made to the Needham Park and Recreation Commission for its Arts in the Parks Summer Concert Series and Children's Theatre Performances: \$600 from Wingate Residences.
3.*	Approve a 20B Exemption for Catherine Murray who is an employee at the Broadmeadow Elementary School as a cafeteria worker to engage in summertime work with the Traveling Meals Program.
4.*	Approve road race event form from Christopher George of the Sean Biggs Memorial Foundation, to hold its 5K race/ 1 mile run in Needham on November 17, 2019 from 6:00 a.m. to 12:30 p.m. In the event of inclement weather, event will be held on November 24, 2019. The race application has been approved by the following departments: DPW, Police, Fire, and Park and Recreation.
5.	Accept a \$1,000 donation made to the Needham Public Health Division's Gift of Warmth Program from the Carter Memorial United Methodist Church.
6.	Accept a donation of 8 cases of napkins, and 3 cases of straws made to the Needham Park and Recreation Commission from the Needham Exchange Club. Items will be used at Park and Recreation programs.
7.	Accept a \$20 donation made to Needham Youth & Family Services from the Yee family. They would like the monies to be used towards future programs in the Youth & Family Services Department.
8.*	Approve a request for a One Day Special Wines & Malt Beverages license for Maxwell Sparr, of Trip Advisor to host a BBQ event for the Needham Chamber on Thursday, July 25, 2019 from 5:30 p.m. to 7:30 p.m. The event will be held at Trip Advisor, 400 First Avenue, Needham.
9.	Approve a 2019 Common Victualler License for Chef Mike's LLC d/b/a Chef Mike's

	located at 73 Highland Avenue, Needham.				
10.	Approve and sign agreement between the Town of Needham and the Needham Independent Town Workers’ Association from July 1, 2018 – June 30, 2021.				
11.*	Approve Open Session minutes from June 25, 2019.				
12.*	Water and Sewer Abatement Order #1277.				
13.*	Approve a request from Allan Eyden, Road Coordinator for the Pan Mass Challenge, to have a portion of its ride to go through Needham. The event is scheduled for August 3, 2019 and August 4, 2019 starting at 7:00 a.m. The routes of the race have been approved by the following departments: DPW, Police, Fire, and Park and Recreation.				
14.*	Approve and sign alcohol compliance violation warning letters for: 3 Squares, Bertucci’s, Mandarin Cuisine and New Garden.				
15.*	Approve and sign one day alcohol service suspension due to alcohol compliance violations for: Needham Food & Beverage LLC d/b/a The Heights for Saturday, August 3, 2019 and Needham 365 Bev, LLC d/b/a Residence Inn for Friday, July 26, 2019.				
16.	Grant permission for the following residents to hold block parties:				
Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Ratify-Deb Whitney	36 Hunting Rd	Sachem Rd, east of Hunting Rd	7/13/19	N/A	11am-6pm
Jeanie Martin	139 Plymouth Rd	Plymouth Rd ext. between Harris & the RR tracks	9/7/19	9/8/19	1pm-7pm
Katherine Calzada	9 Morton Street	Morton St. between Webster and Highland	9/8/19	9/15/19	2pm-5pm
Caitlin Reisman	80 North Hill Ave.	Howe Road	9/14/19	9/15/19	2pm-12am
Lisa Cherbuliez	17 Lindbergh Ave	Lindbergh Ave between Paul Revere and Tower Ave	9/14/19	9/15/19	5pm-9pm
Mia Rizzo	64 Pinewood Rd	Pinewood Road	9/21/19	9/22/19	3pm-9pm
Andrew Allen	955 Webster St.	900 block Webster St between Dedham Ave & Howland	9/21/19	9/28/19	12pm-3pm

Committee Reappointments July 23, 2019

Committee	Member	Term Expiration
Commission on Disabilities	Jeanie Martin	6/30/2022
Conservation Commission	Artie Crocker	6/30/2022
Council of Economic Advisors	Richard Putprush	6/30/2022
Council of Economic Advisors	Bob Hentschel	6/30/2022
Council On Aging	Mary Elizabeth Weadock	6/30/2022
Cultural Council	Gail Lustig	6/30/2022
Downtown Streetscape Working Group	Maurice P. Handel	6/30/2020
Downtown Streetscape Working Group	Gloria Greis	6/30/2020
Downtown Streetscape Working Group	Nelson Hammer	6/30/2020
Golf Course Advisory Committee	Richard M. Reilly	6/30/2022
Historical Commission	Richard C. Hardy	6/30/2022
Human Rights Committee	Kerry Hurwitch	6/30/2022
Norfolk County Advisory Board	Ronald Furman	7/31/2020
Solid Waste Disposal/Recycling Advisory	William F. Connors	6/30/2022
Taxation Aid Committee	Richard Zimbone	6/30/2022
Technology Advisory Board	Kerry Hurwitch	6/30/2022
Technology Advisory Board	Matthew A. Howell	6/30/2022

PROCLAMATION
Purple Heart Community

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

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

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

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

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

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

Signed this 23rd day of July 2019

John A. Bulian, Chair

Maurice P. Handel, Vice Chair

Matthew D. Borrelli, Clerk

Marianne B. Cooley

Daniel P. Matthews

**Certificate Of
Appreciation**

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

Awarded to:

ROSE M. DOHERTY

In recognition of over 15 years of distinguished service to the Town of Needham. Thank you for your many contributions to the Needham Free Public Library Board of Trustees and the many years of dedication in serving as a Foundation Director and an elected Trustee. Congratulations!

Signed this 23rd day of July 2019

**Certificate Of
Appreciation**

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

Awarded to:

LOIS M. BACON

In recognition of over 30 years of distinguished service to the Town of Needham. Thank you for your many contributions to the Needham Free Public Library Board of Trustees, first as a member of the Friends, and the many years of dedication in serving as a Foundation Director and an elected Trustee. Congratulations!

Signed this 23rd day of July 2019



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 7/23/2019

Agenda Item	Public Hearing: Eversource Energy Grant of Location – Winding River Road
Presenter(s)	Maureen Carroll, Eversource Energy Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately 6 feet of conduit in Winding River Road. This work is necessary to provide underground electric service to the town pumping station. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, the conduit must be placed at 24" below grade to the top of the conduit.	
2.	VOTE REQUIRED BY SELECT BOARD
<u>Suggested Motion:</u> Move that the Select Board approve and sign a petition from Eversource Energy to install approximately 6 feet of conduit in Winding River Road. This work is necessary to provide underground electric service to the town pumping station.	
3.	BACK UP INFORMATION ATTACHED
(Describe backup below) a. Grant of Location Petition Review Sheet from DPW 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**

P.O. Box 920364 NEEDHAM, Ma. 02492 Telephone: (781) 455-7550
www.needhamma.gov/dpw

TO: Nikki Witham, Selectmen Office

FROM: Judy Laffey, DPW Office

DATE: 7/10/19

RE: 2335478 - Winding River Road

For Selectmen Meeting of 7/23/19

Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 6-26-19

REVIEWER: R.W.W.

SITE LOCATION: WINDING RIVER ROAD P.S.

UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

☒ A Sidewalk/Grass Strip Crossing Only

Peer Review pm 7/10/19

☐ 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 _____

☐ D Other

Peer Review _____ Div. Head Review _____

☒ Petition Plan Consistent with Field Review

☐ Old Pole Removed N/A

☒ Diameter of Conduit 3"

☐ Cables Transferred to New Pole No

☒ Depth of Conduit

☐ New Riser on Pole No

☒ Utility Conflicts

☐ Visible Trench Patch across Road/Sidewalk No

☐ Crossing Perpendicular to Road N/A

☒ Abutters List Complete

☒ Public Road

☒ Photos Included

☐ Double Pole N/A

Department Head

OK R.P. Merriam
7/10/19

COMMENTS:

No TRENCH No RISER ON POLE AS OF YET

June 25, 2019

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Winding River Road
Needham, MA
W/O #2335478

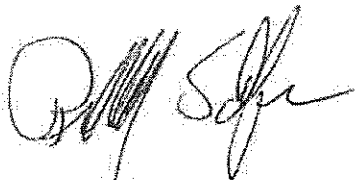
Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install approximately 6 feet of conduit in Winding River Road.

The reason for this work is to provide underground electric service to the town pumping station.

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Schifone', written over a circular stamp or seal.

Richard M. Schifone, Supervisor
Rights and Permits

RMS/kj
Attachments

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

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

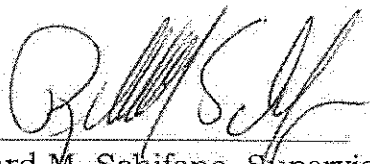
Respectfully represents **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

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 **A. Debenedictis, Dated June 24, 2019** and filed herewith, under the following public way or ways of said Town:

Winding River Road - **Southwesterly from pole 382/3,
approximately 276.8 feet north of
Charles River Street, a distance
of 6 ± feet – conduit**

W/O #2335478

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

By: 
Richard M. Schifone, Supervisor
Rights & Permits

Dated this 25th day of June

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2019

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

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

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

**Winding River Road Southwesterly from pole 382/3,
approximately 276.8 feet north of
Charles River Street, a distance
of 6 ± feet – conduit**

W/O #2335478

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

1. Conduits and manholes shall be located as shown on the plan made by **A. Debenedictis, Dated June 24, 2019** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the 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
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CERTIFICATE

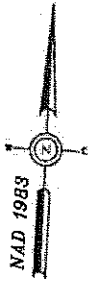
We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: after written notice of the time and place of the hearing mailed at least seven 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 _____, 2019 at _____ in said Town.

1 2 3 4 5		Select Board the Town of NEEDHAM
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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 _____, 2019 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



TO CHARLES RIVER ST.
APPROX 276.8'

PUMPING STATION



APPROX. PT.
OF PICKUP

APPROX. RIGHT-OF-WAY(R.O.W.)-

ROAD UNDER
CONSTRUCTION

4" GAS

HMS "8"

8" WATER

JOES

SMH(R)

" GAS

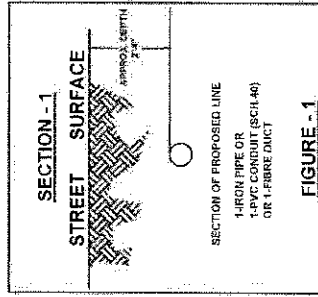
—PMS

8" WATER

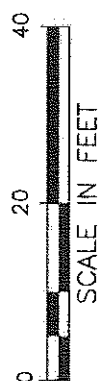
EDGE OF PAVEMENT (EOP)

APPROX. RIGHT-OF-WAY (R.O.W.)

WINDING RIVER RD



INSTALL 1 - 3" PVC PIPE
SCHEDULE 40, NO CONCRETE
SECTION - 1, FIGURE - 1



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 ITS UNDERGROUND EXISTENCE.

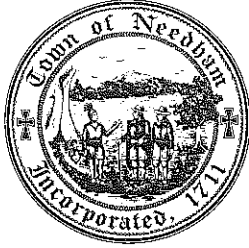
ANY UNDERGROUND STRUCTURES NOT EVIDENT WERE REQUESTED, YET UNAVAILABLE AT THIS PRESENT TIME

[illegible]

MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES
BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7333

C#	ASTAR EVERSOURCE ELECTRIC LLC 030A 1165 MASSACHUSETTS AVE DORCHESTER, MASS. 02125		
Ward #			
Work Order # 233547B			
Surveyed by: JC/JC/PG	Plan of WINDING RIVER RD		
Research by: PG	NEEDHAM		
Plotted by: JC	Showing PROPOSED LOCATION OF CONDUIT		
Proposed Structures: CC			
Approved: A DEBENEDECTIS	Scale 1"=20'	Date JUNE 24, 2019	
P#	SHEET	2 of 2	



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:00 p.m. on July 23, 2019** upon petition of Eversource Energy dated **June 25, 2019** to install approximately 6 feet of conduit in Winding River Road. This work is necessary to provide underground electric service to the town pumping station.

A public hearing is required and abutters should be notified.

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

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

SELECT BOARD

Dated: July 12, 2019

WINDING RIVER ROAD POLE 382-3

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
COLASACCO, PAMELA G. TR.	THE WINDING RIVER REALTY TRUST	56 WINDING RIVER RD	NEEDHAM	MA	02492	1992240002400000	56 WINDING RIVER RD
TOWN OF NEEDHAM	WATER DEPT.--WATER LANDS & SUB STAT	1471 HIGHLAND AVE	NEEDHAM	MA	02492	1992240002600000	0 CHARLES RIVER ST
ROBERTS, JAMES T +	ROBERTS, CHARLENE M	901 CHARLES RIVER ST	NEEDHAM	MA	02492	199224000010000000	901 CHARLES RIVER ST
SMITH, DAVID L. &	SMITH, ELIZABETH M.	883 CHARLES RIVER ST	NEEDHAM	MA	02492	199224000090000000	883 CHARLES RIVER ST
ANTIN, JOSEPH H. & JANE HOMAN	C/O ROSE, MICHAEL D. & STEPHANIE R.	33 WINDING RIVER RD	NEEDHAM	MA	02492	199224000011000000	33 WINDING RIVER RD
RUBIN, TRACY G.		42 WINDING RIVER RD	NEEDHAM	MA	02492	199224000025000000	42 WINDING RIVER RD
TOBIN, DAVID S. &	TOBIN, SANDRA B.	59 WINDING RIVER RD	NEEDHAM	MA	02492	199224000012000000	59 WINDING RIVER RD

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



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 7/23/2019

Agenda Item	Public Hearing: Eversource Energy Grant of Location – 245 Country Way
Presenter(s)	Maureen Carroll, Eversource Energy Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Eversource Energy requests permission to install approximately 40 feet of conduit in Country Way. This work is necessary to provide underground electric service to 245 Country Way. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, the conduit must be placed at 24" below grade to the top of the conduit.
2.	VOTE REQUIRED BY SELECT BOARD
	<u>Suggested Motion:</u> Move that the Select Board approve and sign a petition from Eversource Energy to install approximately 40 feet of conduit in Country Way. This work is necessary to provide underground electric service to 245 Country Way.
3.	BACK UP INFORMATION ATTACHED
	(Describe backup below) a. Grant of Location Petition Review Sheet from DPW 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**

P.O. Box 920364 NEEDHAM, Ma. 02492 Telephone: (781) 455-7550
www.needhamma.gov/dpw

TO: Nikki Witham, Selectmen Office

FROM: Judy Laffey, DPW Office

DATE: 7/11/19

RE: 2326300 245 Country Way

For Selectmen Meeting of 7/23/19

Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 7-1-19

REVIEWER: R.W.W.

SITE LOCATION: #245 COUNTRY WAY

UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

A Sidewalk/Grass Strip Crossing Only

Peer Review _____

☒ B Work Within Paved Road Perpendicular Crossing

Peer Review DM 7/11/19

C Work Within a Plaza Area/Landscaped Island/Parallel Along Roadway

Peer Review _____

Div. Head Review _____

D Other

Peer Review _____

Div. Head Review _____

☒ Petition Plan Consistent with Field Review

☐ Old Pole Removed N/A

☒ Diameter of Conduit 3"

☐ Cables Transferred to New Pole No

☒ Depth of Conduit

☐ New Riser on Pole No

☐ Utility Conflicts

☐ Visible Trench Patch across Road/Sidewalk No

☒ Crossing Perpendicular to Road

☒ Abutters List Complete

☒ Public Road

☒ Photos Included

☐ Double Pole N/A

Department Head

OK R.P. Mancini
7/11/19

COMMENTS:

NO TRENCH, NO RISER ON POLE AS YET.

June 24, 2019

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: 245 Country Way
Needham, MA
W/O #2326300

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install approximately 40 feet of conduit in Country Way.

The reason for this work is to provide underground electric service to 245 Country Way.

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

Very truly yours,



Richard M. Schifone, Supervisor
Rights and Permits

RMS/kj
Attachments

**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 **A. Debenedictis, Dated June 18, 2019** and filed herewith, under the following public way or ways of said Town:

Country Way - **Westerly from pole 344/23, approximately
510 feet south of Cranberry Lane, a distance
of 40 ± feet – conduit**

W/O #2326300

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

By: 
Richard M. Schifone, Supervisor
Rights & Permits

Dated this 24th day of June

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2019

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

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

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

**Country Way - Westerly from pole 344/23, approximately
510 feet south of Cranberry Lane, a distance
of 40 ± feet - conduit**

W/O #2326300

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

1. Conduits and manholes shall be located as shown on the plan made by **A. Debenedictis**, **Dated June 18, 2019** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the 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 _____, 2019 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 _____, 2019 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

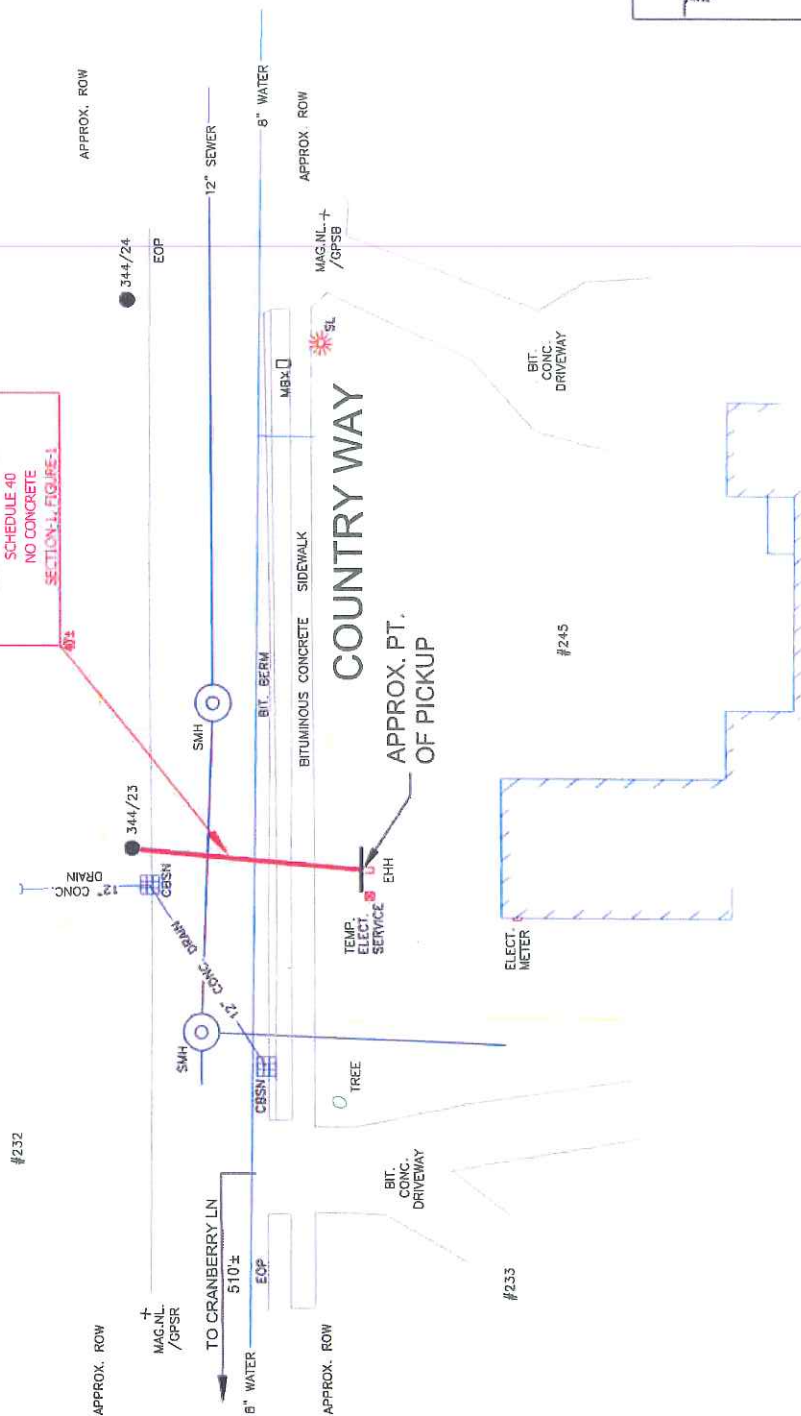
[illegible]

FIGURE -1

INSTAR EVERSOURCE

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02122

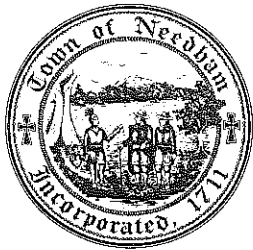
PROPOSED CONDUIT LOCATION

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	

133	1 p 1	12	JUNE 18, 2019
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1000

[illegible]



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:00 p.m. on July 23, 2019** upon petition of Eversource Energy dated **June 24, 2019** to install approximately 40 feet of conduit in Country Way. This work is necessary to provide underground electric service to 245 Country Way.

A public hearing is required and abutters should be notified.

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

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

SELECT BOARD

Dated: July 12, 2019

245 COUNTRY WAY

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
RAUCH, BETSY FACHER & .	RAUCH, EVAN FACHER	224 COUNTRY WAY	NEEDHAM	MA	02492	1992120005300000	224 COUNTRY WAY
MANDELBRAUT, ALEXANDER TR.	C/O AJM GROUP INC	21 HIGHLAND AVE	NEEDHAM	MA	02494	1992130002500000	32 SCOTT RD
TOWNSEND, LORIEL E. TR.	CAROL JOHNSON BOULRIS IRREVOCABLE	203 COUNTRY WAY	NEEDHAM	MA	02492	1992120005700000	203 COUNTRY WAY
ROCHE, DANIEL F. TRUSTEE	THE EDR NOMINEE TRUST	232 COUNTRY WAY	NEEDHAM	MA	02492	1992120005200000	232 COUNTRY WAY
ROCHE, DANIEL F. TRUSTEE	THE EDR NOMINEE TRUST	232 COUNTRY WAY	NEEDHAM	MA	02492	1992120005100000	0 COUNTRY WAY
MARGULIAN, ANNA &	PRADHAN, PRATIK S.	233 COUNTRY WAY	NEEDHAM	MA	02492	1992120005800000	233 COUNTRY WAY
MILLER, JUDITH &	MILLER, ALANA	23 LOCKE RD	WABAN	MA	02468	1992120005000000	264 COUNTRY WAY
RAISMAN, ERIC C. &	RAISMAN, JESSICA H.	245 COUNTRY WAY	NEEDHAM	MA	02492	1992120005900000	245 COUNTRY WAY
MORRIS, SEAN &	MORRIS, MARINA	48 SCOTT RD	NEEDHAM	MA	02492	1992130002600000	48 SCOTT RD
EUN, SCOTT HUN &	KIM, NAM HEE	269 COUNTRY WAY	NEEDHAM	MA	02492	1992120006100000	269 COUNTRY WAY
PATTI, ADAM S. &	PATTI, STEPHANIE P.	257 COUNTRY WAY	NEEDHAM	MA	02494	1992120006000000	257 COUNTRY WAY

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

[Signature]



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 7/23/2019

Agenda Item	Public Hearing: Eversource Energy Grant of Location – May Street/Highland Avenue
Presenter(s)	Maureen Carroll, Eversource Energy Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately 4 feet of conduit in May Street. This work is necessary to provide underground electric service to 1360 Highland Avenue. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, the conduit must be placed at 24" below grade to the top of the conduit.	
2.	VOTE REQUIRED BY SELECT BOARD
<u>Suggested Motion:</u> Move that the Select Board approve and sign a petition from Eversource Energy to install approximately 4 feet of conduit in May Street. This work is necessary to provide underground electric service to 1360 Highland Avenue.	
3.	BACK UP INFORMATION ATTACHED
(Describe backup below) a. Grant of Location Petition Review Sheet from DPW 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**

P.O. Box 920364 NEEDHAM, Ma. 02492 Telephone: (781) 455-7550
www.needhamma.gov/dpw

TO: Nikki Witham, Selectmen Office

FROM: Judy Laffey, DPW Office

DATE: 7/10/19

RE: May St. (1360 Highland Ave) 23328 36

For Selectmen Meeting of 7/23/19

Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: JULY 3, 2019

REVIEWER: RWW.

SITE LOCATION: #1360 HIGHLAND AVE.

UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

☒ A Sidewalk/Grass Strip Crossing Only

Peer Review TW 7/10/19

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 _____

D Other

Peer Review _____ Div. Head Review _____

☒ Petition Plan Consistent with Field Review

☒ Old Pole Removed N/A

☒ Diameter of Conduit 3"

☒ Cables Transferred to New Pole N/A

☒ Depth of Conduit

☒ New Riser on Pole NO

☒ Utility Conflicts

☒ Visible Trench Patch across Road/Sidewalk NO

☒ Crossing Perpendicular to Road

☐ Abutters List Complete

☒ Public Road

☒ Photos Included

☐ Double Pole N/A

Department Head OK RPN Merson 7/10/19

COMMENTS:

NO TRENCH, NO 'NEW' RISER ON POLE, THE NUMBER OF
EXISTING RISERS ON POLE MIGHT BE A PROBLEM.



200 Calvary Street
Waltham, Ma 02453

July 1, 2019

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: May Street (1360 Highland Avenue)
Needham, MA
W/O #2332836

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install approximately 4 feet of conduit in May Street.

The reason for this work is to provide underground electric service to 1360 Highland Avenue.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "RMS", written over a horizontal line.

Richard M. Schifone, Supervisor
Rights and Permits

RMS/kj
Attachments

**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 **A. Debenedictis, Dated June 28, 2019** and filed herewith, under the following public way or ways of said Town:

May Street - Northerly from pole 43/12, approximately 63 feet west of Oakland Avenue, a distance of 4 ± feet of conduit.

W/O #2332836

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**



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

Dated this 1st day of July

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2019

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

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

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

May Street - Northerly from pole 43/12, approximately 63 feet west of Oakland Avenue, a distance of 4 ± feet of conduit.

W/O #2332836

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

1. Conduits and manholes shall be located as shown on the plan made by **A. Debenedictis, Dated June 28, 2019** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the 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 _____ 2019 at _____ in said Town.

1	_____	
2	_____	
3	_____	
4	_____	
5	_____	

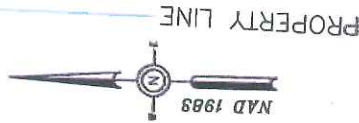
Select Board
the Town of
NEEDHAM

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 _____, 2019 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

OAKLAND AVE



APPROX. PT.
OF PICKUP

INSTALL 2 - 3" PVC PIPES
SCHEDULE 40
NO CONCRETE

#1360

PROPERTY LINE

12" DRAIN

WATER

SEWER

2" GAS

GG 43/13

GAS

MAY ST

GG

SEWER

43/12

GAS

DMH

DRAIN

GG

DMH

WATER

SEWER

2" GAS

SECTION - 1
STREET SURFACE



SECTION OF PROPOSED LINE
3" IRON PIPES OR
2" PVC CONDUIT (SCH 40)
OR 1" FIBRE DUCT

FIGURE - 2

C# 141-19

Ward #

Work Order # 2332836

Surveyed by: NITSCH

Research by: NITSCH

Plotted by: NITSCH

Proposed Structures: TL

Approved: A DEBENEDICTIS

P#

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

MASS. LAW

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

NSTAR EVERSOURCE
ELECTRIC
GAS

1105 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of MAY STREET

NEEDHAM

Showing PROPOSED CONDUIT LOCATION

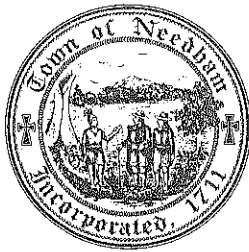
Date JUNE 28, 2019

Scale 1"=20'

SHEET 1 of 1



SCALE IN FEET



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:00 p.m. on July 23, 2019** upon petition of Eversource Energy dated **July 1, 2019** to install approximately 4 feet of conduit in May Street. This work is necessary to provide underground electric service to 1360 Highland Avenue.

A public hearing is required and abutters should be notified.

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

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

SELECT BOARD

Dated: July 12, 2019

1360 HIGHLAND AVENUE

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
ROMAN CATHOLIC ARCHDIO OF BOSTON		1382 HIGHLAND AVE	NEEDHAM	MA	02492	1990530000300000	1350 HIGHLAND AVE
EATON FUNERAL HOME INC.		1351 HIGHLAND AVE	NEEDHAM	MA	02492	1990520000800000	1333 HIGHLAND AVE
TOWN OF NEEDHAM	SCHOOL ADMIN BLDG	1471 HIGHLAND AVE	NEEDHAM	MA	02492	1990530000200000	1330 HIGHLAND AVE
COSGROVE, JOHN P +	COSGROVE, FLORENCE M	68 OAKLAND AVE	NEEDHAM	MA	02492	1990530000500000	68 OAKLAND AVE
EATON FUNERAL HOME, INC.		1351 HIGHLAND AVE	NEEDHAM	MA	02492	1990520001000000	1351 HIGHLAND AVE
HELFMAN, BRIAN &	HELFMAN, SAMARA	101 MAY ST	NEEDHAM	MA	02492	1990530000400000	101 MAY ST
EATON FUNERAL HOME, INC.		1351 HIGHLAND AVE	NEEDHAM	MA	02492	1990520001100000	0 HIGHLAND AVE
ROMAN CATHOLIC ARCHDIOCES OF BOSTON		1382 HIGHLAND AVE	NEEDHAM	MA	02492	1990500000400000	90 PICKERING ST
LEE, KYUNGHOON &	LEE, GRACE KIM	62 OAKLAND AVE	NEEDHAM	MA	02492	1990530000600000	62 OAKLAND AVE

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.....

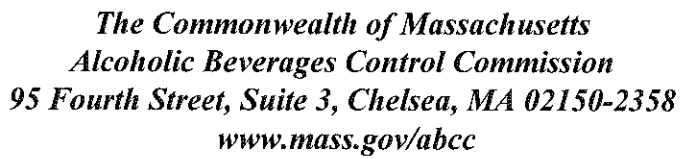


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 7/23/2019

Agenda Item	Public Hearing- New Alcoholic License for Pancho's Taqueria Needham, LLC d/b/a Pancho's Taqueria, 1450 Highland Avenue
Presenter(s)	Carlos Chavira, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED Mr. Chavira seeks Board approval for an application for an All Alcoholic License for Pancho's Taqueria Needham, LLC d/b/a Pancho's Taqueria. Pancho's Taqueria is a new restaurant that will be located at 1450 Highland Avenue (formerly the site of Dessert Workshop). The restaurant will consist of 1,528 SF on one floor. Included on the first floor is a dining room with a total seating capacity for 36 patrons, restrooms, a bar with four stools and a take-out station. There is one main entrance/exit located in the front of the building and one emergency exit located at the rear of the building. There are four churches 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 comments were received from the churches with respect to this hearing.								
2.	VOTE REQUIRED BY SELECT BOARD Suggested Motions: (A) That 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 Pancho's Taqueria Needham, LLC d/b/a Pancho's Taqueria, Carlos Chavira, 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; and (C) That the Select Board determines that the premises are not detrimental to the educational and spiritual activities of the Roman Catholic Archdiocese of Boston, First Parish in Needham, First Church of Christ or the First Baptist Church.								
3.	BACK UP INFORMATION ATTACHED <table><tr><td>(A) Retail Application</td><td>(E) Lease</td></tr><tr><td>(B) Vote of the Corporate Board</td><td>(F) Notification to Abutters</td></tr><tr><td>(C) Business Structure Documentation</td><td>(G) Common Victualler License Application</td></tr><tr><td>(D) Floorplan</td><td>(H) M.G.L. Chapter 138, Section 16C</td></tr></table> <i>Other supporting documentation on file in Office of the Town Manager.</i>	(A) Retail Application	(E) Lease	(B) Vote of the Corporate Board	(F) Notification to Abutters	(C) Business Structure Documentation	(G) Common Victualler License Application	(D) Floorplan	(H) M.G.L. Chapter 138, Section 16C
(A) Retail Application	(E) Lease								
(B) Vote of the Corporate Board	(F) Notification to Abutters								
(C) Business Structure Documentation	(G) Common Victualler License Application								
(D) Floorplan	(H) M.G.L. Chapter 138, Section 16C								



APPLICATION FOR A NEW LICENSE

ECRT CODE: RETA

ZIP CODE 02459

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

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 #: fc192610-f7a4-49fc-b340-15a9396c472c

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Pancho's Taqueria Needham LLC	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 6/2/2019 8:39:14 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
Pancho's Taqueria Needham, LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Carlos

Last Name:
Chavira

Address:
551 High Street

City:
Dedham

State:
MA

Zip Code:
02026

Email Address:
chavira.carlos@gmail.com



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

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.

To operate a Mexican themed restaurant with 36 seats serving alcohol.

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

FEIN

DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

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.

First floor premises with 36 seats, one entrance and two exits, total square footage 1528

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors

Number of Exits:

Occupancy Number:

4. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

5. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation

09/20/2018

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

Carlos Chavira

Residential Address

97 Clark Street, Dedham MA 02026

SSN

DOB

Title and or Position

President

Percentage of Ownership

50%

Director/ LLC Manager US Citizen

☒ Yes ☐ No☐ Yes ☐ No

MA Resident

☒ Yes ☐ No

Name of Principal

Nohley Williams

Residential Address

95 Clark Street, Dedham, MA, 02026

SSN

DOB

Title and or Position

Treasurer

Percentage of Ownership

50%

Director/ LLC Manager US Citizen

☒ Yes ☐ No☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No☐ Yes ☐ No

MA Resident

☐ 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?

☐ 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
Nohely Williams	Restaurant 12	Pancho's Taqueria, Inc.	Dedham
Carlos Chavira	Restaurant 12	Panchos's Taqueria, Inc.	Dedham

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	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 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 Topliff Street Associates Limited Part

Landlord Phone 617-262-4646

Landlord Email

Landlord Address 800 Boylston Street, Set 1390, Boston, MA 02199

Lease Beginning Date 11/1/1018

Rent per Month 4456.67

Lease Ending Date

Rent per Year \$53,480.00

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	n/a
C. Other * (Please specify below)	
D. Total Cost	0

*Other Cost(s): (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
N/A	
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.
Santander	\$100,000.00	Credit	☐ 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.

\$ 100,000 borrowed for build out cost.

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?

A. MANAGER INFORMATION

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

Proposed Manager Name	Carlos Chavira	Date of Birth		SSN	
Residential Address	97 Clark Street, Dedham, MA 02026				
Email	chavira.carlos@gmail.com	Phone	617-538-7672		
Please indicate how many hours per week you intend to be on the licensed premises		60			

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
1/03	1/2008	Manager	Maggiano's Little Italy	David Kososki
1/09	1/2012	Manager	Macaroni Gril	Jennifer Broderick
1/2012	5/2014	Manager	Buca Di Beppo	Enzo Raggiani
6/2014	1/2016	Manager	Outback Steakhouse, LLC	Justin Davis

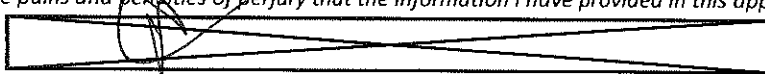
D. PRIOR DISCIPLINARY ACTION

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



Date

6/20/19

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 001346904

[Request certificate](#)

[New search](#)

Summary for: PANCHO'S TAQUERIA NEEDHAM, LLC

The exact name of the Domestic Limited Liability Company (LLC): PANCHO'S TAQUERIA NEEDHAM, LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001346904

Date of Organization in Massachusetts:
09-20-2018

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 97 CLARK STREET

City or town, State, Zip code, DEDHAM, MA 02026 USA

Country:

The name and address of the Resident Agent:

Name: CARLOS CHAVIRA

Address: 97 CLARK STREET

City or town, State, Zip code, DEDHAM, MA 02026 USA

Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	CARLOS CHAVIRA	1450 HIGHLAND AVE NEEDHAM, MA 02492 USA
MANAGER	NOHELY WILLIAMS	1450 HIGHLAND AVE NEEDHAM, MA 02492 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	Address

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	CARLOS CHAVIRA	1450 HIGHLAND AVE NEEDHAM, MA 02492 USA
REAL PROPERTY	NOHELY WILLIAMS	1450 HIGHLAND AVE 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](#)

I, Carlos Chavira the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager

Authorized Signatory

of Pancho's Taqueria Needham, 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:



Date:

6/20/19

Title:

Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of

Pancho's Taqueria Needham, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Needham

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

6/2/2019

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Carlos Chavira

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

Carlos Chavira

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,

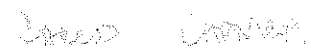
For Corporations ONLY

A true copy attest,



Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature



(Print Name)

(Print Name)

I, Nohely Chavira the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of Pancho's Taqueria Needham, 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;
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- (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:

Nohely Chavira

Date:

06/20/2019

Title:

Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of Pancho's Taqueria Needham, LLC
Entity Name
duly voted to apply to the Licensing Authority of Needham and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 6/2/2019
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Carlos Chavira

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

Carlos Chavira

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

CARLOS CHAVIRA
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

LEASE

THIS INDENTURE made as of ^{October} September 4, 2018, by and between Topliff Street Associates Limited Partnership and Pancho's Taqueria Needham, LLC (the "Lease").

WITNESSETH

1. Definitions: As used herein, the following terms shall have the meanings set forth below unless the context otherwise requires:
 - a) Lessor: Topliff Street Associates Limited Partnership, a Massachusetts Limited Partnership.
 - b) Lessee: Pancho's Taqueria Needham, LLC, a Massachusetts Limited Liability Company.
 - c) Premises: The approximately One Thousand Five Hundred Twenty-Eight (1,528) rentable square feet located on the first floor of the Building shown as Unit 1 on the floor plan attached hereto as Exhibit A together with all improvements, fixtures and appurtenances located thereon.
 - d) Building: The approximately fourteen thousand one hundred forty (14,140) rentable square foot building located at 1450 Highland Avenue, Needham, Massachusetts shown on Exhibit B attached hereto.
 - e) Lot: The approximately fourteen thousand (14,000) square foot parcel of land shown on Exhibit B attached hereto.
 - f) Parking Area: The parking spaces located on the Lot and cross-hatched on Exhibit B attached hereto.
 - g) Initial Term: The period commencing on the Commencement Date (as hereinafter defined) and ending on the last day of the one hundred twentieth (120th) full calendar month following the Rent Commencement Date.
 - h) Extension Period: Two periods of five (5) years each.
 - i) Commencement Date: The date set forth above.
 - j) Common Areas: The rear entrance/egress and corridor located adjacent to the Premises and utilized as a part of the Building and the sprinkler, electric and other so called "common utility rooms" provided by the Lessor for the lessees of the Building, their customers and invitees, but expressly excluding the Parking Area—Lessor shall retain the right of access to the sprinkler, electric and other so-called "common utility rooms" for maintenance and repair purposes.

k) Net Minimum Rent:

Months 1-60	Annually	\$ 45,840.00
	Monthly Installments	3,820.00
Months 61-120	Annually	\$ 49,660.00
	Monthly Installments	\$ 4,138.33

Option Periods Net Minimum Rent:

Years 11-15 \$35.00 per square foot = \$53,480.00 per year in
monthly installments of \$4,456.67

Years 16-20 \$37.50 per square foot = \$57,300.00 per year in
monthly installments of \$4,775.00

- l) Rent Commencement Date: The earlier of (a) the date Lessee opens for business, (b) one hundred twenty (120) days after the date that the Needham Planning Board issues a decision granting the zoning relief necessary to operate a restaurant with approximately thirty five (35) seats, together with take-out capability, and the expiration of the twenty (20) day statutory appeal period with no appeals having been filed, or (c) one hundred eighty (180) days after the execution of the Lease.

Notwithstanding the foregoing, in the event that Lessee is unable, after using due and diligent efforts, to obtain the zoning relief described above, including the expiration of the twenty (20) day appeal period without any appeals having been filed, the Lessee may terminate this Lease by written notice to the Lessor received by Lessor at the earlier of (a) 10 days after the date of the Planning Board decision denying the requested zoning relief, (b) 10 days after the filing of an appeal from the Planning Board decision, or (c) 180 days after the execution of this Lease. In addition, if Lessee fails to obtain the zoning relief described above, including the expiration of the twenty (20) day appeal period without any appeals having been filed, the Lessor may terminate this Lease by written notice to the Lessee after (a) receiving notice or other written evidence that the Planning Board denied the requested zoning relief, or after (b) receiving notice or other written evidence of the filing of an appeal from the Planning Board decision, or (c) 180 days after the execution of the Lease without the Lessee opening for business.

Provided further, however, that in the event that (a) Lessee has obtained all requisite zoning relief described above, (b) no appeals have been filed within the 20-day statutory appeal period, (c) the Lessee has opened for business, and (d) the Lessee is in full compliance with all of its obligations under the Lease, the Lessee shall be entitled to an abatement of Net Minimum Rent for a period of six (6) months commencing on the Rent Commencement Date. The Lessee shall be responsible for all of its other obligations contained in the Lease, including payment of Additional Rent.

- m) Lease Interest Rate: Eighteen (18%) per cent per annum.

- n) Permitted Use: Lessee shall operate a typical taqueria fast casual restaurant offering authentic Mexican food as well as permitted alcoholic beverages for on-site consumption. Maximum seating shall be determined by the Town of Needham and in accordance with the town zoning laws. Take-out service shall be permitted as a use accessory to the primary restaurant use.
- o) Lessor's Address: c/o Boylston Properties, 800 Boylston Street, Suite 1390, Boston, Massachusetts 02199.
- p) Lessee's Address: c/o Carlos Chavira, 97 Clark Street, Dedham, Massachusetts 02026
- q) Lessor's Counsel: Roy A. Cramer, Frieze Cramer Rosen & Huber, LLP, 60 Walnut Street, Wellesley, Massachusetts 02481.
- r) Lessee's Counsel: Jessica Deratzian, Connor & Hilliard, P.C., 1350 Main Street, Walpole, MA 02081
- s) Lessee's Fraction: A fraction, the numerator of which is the number of square feet of floor space in the Premises and the denominator of which is the number of square feet of floor space in the Building, expressed as a percentage, which for the Premises is 1,543/14,140 or 10.91%.
- t) Guarantors: Carlos Chavira, Nohely H. Williams
- u) Guaranty: The written guaranty of this Lease of even date herewith executed by the Guarantor
- v) Security Deposit: \$10,191.76 at signing of Lease (two months Net Minimum Rent and Additional Rent) which shall increase to \$10,828.50 at the end of Year 5 of the Lease (two month Net Minimum Rent and Additional Rent), payable in cash. It is understood and agreed that all of said sums shall be entitled to be used by Lessor to be applied against any of Lessee's obligations not fully met or paid on the due date or which payment or obligation remains unpaid or unmet at the expiration of an applicable grace period, if any. In the event that any portion of the Security Deposit is used as aforesaid, Lessee shall replenish the security deposit to its original amount.

2. The Premises: The Lessor does hereby let to the Lessee and the Lessee does hereby hire from the Lessor the Premises described in Section 1.
3. Term. Option to Extend. Holding Over: TO HAVE AND TO HOLD the Premises unto the Lessee during the Term set forth in Section 1, commencing on the Commencement Date, unless said Term shall have earlier terminated or be extended, as provided in this Lease.

Provided that Lessee is not in default in the performance, fulfillment or observance of any of the terms or provisions of this Lease beyond the expiration of all applicable grace periods either on the date on which the applicable Extension Notice is given or at the commencement of the applicable Extension Period, Lessee shall have the option to extend the Term for the Extension Period by written notice (the "Extension Notice") given to the Lessor not less than twelve months nor more than fifteen (15) months prior to the expiration of the Initial Term or, if the first Extension Period has already been exercised, the Extension Notice shall be given to the Lessor not less than twelve months nor more than fifteen months prior to the expiration of the first Extension Period. The Extension Notice shall be effective to extend the Term for the Extension Period without any additional writing by the parties. All provisions of this Lease shall apply during the Extension Period except that (i) Lessor shall not provide any HVAC Warranty, (ii) Lessee shall have no further right to extend the Term other than then two five year Extension Periods described above. As used in this Lease, the word "Term" shall mean and included the Initial Term and, if the Lessee extends the term of this Lease in accordance with the provisions of this paragraph, the Extension Period.

In the event that the Lessee should hold over after the expiration or sooner termination of this Lease, the Lessee shall be a lessee at sufferance subject to all of the terms and provisions of this Lease in effect immediately prior to such holdover, except that the Lessee shall pay on account of the Net Minimum Rent (in addition to all other amounts payable by Lessee hereunder) an amount equal to two (2) times the Net Minimum Rent payable hereunder on the day immediately prior to such holdover.

4. Rent: The Lessee covenants and agrees to pay to the Lessor at the Lessor's address or at such other place as the Lessor shall from time to time designate, the Net Minimum Rent set forth in Section 1(k), in equal monthly installments, payable on the first day of each and every calendar month, in advance, during the Term hereof, the first such payment to be due on the Rent Commencement Date, without notice, demand, offset, abatement or diminution except as otherwise expressly provided in this Lease. A proportionate part of the Net Minimum Rent shall be paid if the Rent Commencement Date is other than the first day of a calendar month and for any period at the expiration of the Term which is less than a calendar month. All amounts payable by Lessee to Lessor under this Lease other than Net Minimum Rent shall be deemed to be "Additional Rent" hereunder (regardless of whether or not expressly so designated in this Lease), and the term "Rent" shall mean, collectively, Net Minimum Rent and all Additional Rent.
5. Common Areas and Parking Area:
 - a) Parking Areas: The Lessee, its customers and invitees, shall not have the right to use the Parking Area. In the event that in the future the Lessee, or its customers, or its invitees, are granted the right to use any parking spaces in the Parking Area, the Lessee covenants and agrees to pay unto the Lessor, as Additional Rent, the Lessee's Fraction of (a) the entire annual cost of lighting, maintaining, repairing, repaving portions, but not all, of the pavement, restriping and removing ice and snow from the Parking Area which shall include any extensions of the current Parking Area if the property known as 13-15 Highland Terrace is redeveloped into a parking area, and provided that Lessee has the

right to use such Parking Area. Provided further, however, that Lessee shall not be responsible for costs associated with the initial expansion of the redevelopment of 13-15 Highland Terrace into a parking area. In the event that in the future the Lessee is granted the exclusive right to use any parking spaces in the Parking Area, as it may be expanded, the Lessee's fraction of the entire annual cost of the Parking Area as described in this section (a) shall be a fraction consisting of a numerator representing the number of exclusive spaces allocable to Lessee and a denominator equal to the total number of spaces in the Parking Area. In addition, in the event that Lessee is granted the non-exclusive right to use parking spaces in common with others, Lessee's (additional) share of the Parking Area expenses shall be Lessee's pro rata share based on Lessee's square footage (1,528 sq. ft.) and the square footage of the building (14,140 sq. ft.) of the total cost of Parking Area expenses less expenses allocable to Lessee and other Tenants with exclusive rights to use certain parking spaces

The Lessor will maintain or cause to be maintained the Parking Area in good condition and repair, adequately lighted. The Lessor shall keep the Parking Area reasonably free from ice and snow and adequately paved and striped for traffic flow. The Lessor expressly reserves the right to temporarily close all, or any portion, of the Parking Area or the Lot for the purpose of making repairs or changes thereto, provided the Lessor shall use reasonable efforts to minimize disruptions to the conduct of the Lessee's operations in the Premises. Other than in the Premises, the Lessor may at any time or from time to time construct additional improvements in all or any part of the Building, or change the location or arrangement of any improvement in the Building, or enlarge or reduce or change the Building, or any improvement therein, provided, however such additional improvements shall not affect the Parking Area, or unreasonably interfere with access to or visibility of the Premises from Highland Avenue.. Notwithstanding anything set forth in this Lease to the contrary, the Lessee will pay to the Lessor monthly commencing on the Rent Commencement Date, as Additional Rent, together with the Net Minimum Rent, one-twelfth (1/12th) of the amount estimated by the Lessor from time to time to reflect the Lessee's Fraction of such annual costs described in this paragraph (collectively, the "Parking Area"). Upon the Lessee's request, not more often than annually, the Lessor shall, within thirty (30) days of receipt of such request, provide a reasonably detailed breakdown of Parking Area Charges payable by the Lessee for the immediately prior year. The Lessee may within sixty (60) days of receipt of such breakdown, request that the Lessee, its accountants, and other professionals, upon not less than thirty (30) days notice, have access during regular business hours to the Lessor's books and records which substantiate such costs and expenses for such year. The Lessor agrees that in the event such review by the Lessee or its agents discloses that the Lessee has overpaid Parking Area Charges, then such amount shall be credited to the Lessee and if an error of ten (10%) percent or more in amount payable by the Lessee pursuant to Section 6 for such year is disclosed by such review, then the Lessor shall reimburse the Lessee for the reasonable costs of such review

Common Areas

b) The Lessee covenants and agrees to pay unto Lessor, as Additional Rent the annual cost of operating, managing, repairing, restoring, replacing, renovating, cleaning and

maintaining the Common Areas, including, without limitation, the costs for the following: (i) supplies, materials and equipment purchased or rented and total wage and salary costs paid to and on account of all personnel directly engaged in the operating, maintenance, security, cleaning and repair of the Common Areas, including social security, old age and unemployment taxes and normal and usual "fringe benefits"; (ii) utilities consumed and similar expenses incurred in the operation and maintenance of the Common Areas including, without limitation, oil, gas, electricity (other than utilities to lessees in their premises); (iii) casualty, liability and other insurance for the Building and Lot; (iv) operations, management, maintenance and repair costs in the nature of common area and common facilities costs, and the like; and (v) administrative fees which shall not exceed 15% of the sum of the foregoing costs. In no event shall Common Area costs include (i) new construction, except for replacement of then existing Common Areas, or depreciation of any items the cost of which was originally included in Common Area costs, (ii) brokerage commission, (iii) cost of the build out of lessee spaces, (iv) services provided to a particular lessee and not benefiting all lessees, (v) any costs associated with ground leases or debt service on the Lessor's mortgage, and (vi) capital improvements as defined in accordance with generally accepted accounting practices.

The Lessee, their customers and invitees shall have the right, during the Term of this Lease, to use the Common Areas in common with all other lessees occupying other portions of the Building, subject, however, to such reasonable rules and regulations as may now be in force or as the Lessor may establish at any time or from time to time. The Lessor will maintain or cause to be maintained the Common Areas in good condition and repair, adequately lighted. Notwithstanding anything set forth in this Lease to the contrary, the Lessee will pay to the Lessor monthly commencing on the Rent Commencement Date, as Additional Rent, together with the Net Minimum Rent, one-twelfth (1/12th) of the amount estimated by the Lessor from time to time to reflect the Lessee's Fraction of such annual costs described in this paragraph (collectively, the "Common Area Charges"). Upon the Lessee's request, not more often than annually, the Lessor shall, within thirty (30) days of receipt of such request, provide a reasonably detailed breakdown of Common Area Charges payable by the Lessee for the immediately prior year. The Lessee may within sixty (60) days of receipt of such breakdown, request that the Lessee, its accountants, and other professionals, upon not less than thirty (30) days notice, have access during regular business hours to the Lessor's books and records which substantiate such costs and expenses for such year. The Lessor agrees that in the event such review by the Lessee or its agents discloses that the Lessee has overpaid Common Area Charges, then such amount shall be credited to the Lessee and if an error of ten (10%) percent or more in amount payable by the Lessee pursuant to Section 6 for such year is disclosed by such review, then the Lessor shall reimburse the Lessee for the reasonable costs of such review. The Lessor expressly reserves the right to temporarily close all, or any portion, of the Common Areas for the purpose of making repairs or changes thereto, provided the Lessor shall use reasonable efforts to minimize disruptions to the conduct of the Lessee's operations in the Premises. Other than in the Premises, the Lessor may at any time or from time to time construct additional improvements in all or any part of the Building, or change the location or arrangement of any improvement in the Building, or enlarge or reduce or change the Building, or any improvement therein, provided, however such

additional improvements shall not affect the Parking Area, or unreasonably interfere with access to or visibility of the Premises from Highland Avenue.

6. Taxes and Other Charges: Commencing upon the Rent Commencement Date, Lessee agrees to pay to Lessor, as Additional Rent, the Lessee's Fraction of all real estate taxes, personal property taxes, business and occupation taxes and, to the extent not separately metered, water charges and sewer charges), assessments, and all other similar governmental taxes, impositions and charges which shall be levied, assessed or imposed:
- a) Upon or with respect to, or as shall be or become liens upon, the Building, the Lot, or any portion of either; or
 - b) Upon or with respect to the operation, maintenance, alteration, repair, rebuilding, use, occupancy or enjoyment of the Building, the Lot or any portion of either; under or by virtue of any present or future law, statute, charter, ordinance, regulation the requirement of any governmental authority, whether federal, state, county, city, municipal or otherwise, all whether general, special, ordinary, extraordinary, foreseen or unforeseen, and whether or not within the express contemplation of the parties. The Lessor agrees that it shall elect to pay each respective assessment which may be paid in installments over the longest period permitted by law. Such taxes, charges, assessments and impositions shall include any costs and expenses incurred, in accordance with Section 8, in contesting the amount or validity thereof.

The Lessee further agrees to pay, as the same shall become due and payable, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the non-payment or late payment thereof, all charges for gas, water, sewer, electricity, light, heat, power, telephone, and other utilities and services used, rendered or supplied to, upon or in connection with the Premises. The Lessee agrees that the Lessee shall contract directly with utility companies to furnish to the Premises any such utilities or services of every kind or nature whatsoever. Lessor currently provides a single water and sewer meter for the building, and such total costs are a part of Common Area Charges, but Lessee shall be required to install a remote sub-meter for water and sewer serving the Leased Premises and shall be solely responsible for the payment of all charges associated therewith.

Notwithstanding anything contained in this Lease to the contrary, the Lessee will pay to the Lessor monthly as Additional Rent, together with the Net Minimum Rent, one twelfth (1/12th) of the amount from time to time estimated by the Lessor to reflect the Lessee's Fraction of all such taxes, charges, assessments and the Common Area Charges.

Promptly after the amount of all Common Area Charges pursuant to Section 6 and all taxes, charges and assessments payable by the Lessee pursuant to this Section 7 are determined for each year, the Lessor will advise the Lessee of the amount thereof for such year and the Lessor and the Lessee will account to each other so that the Lessee shall have paid to the Lessor the full amount of all Common Area Charges payable by the Lessee pursuant to Section 6 and all taxes, charges and assessments payable by the

Lessee pursuant to this Section 7 for such year; any excess paid by the Lessee shall be promptly refunded by the Lessor to the Lessee, and any deficiency shall be promptly paid by the Lessee to the Lessor.

Notwithstanding anything in this Lease to the contrary contained, the Lessee shall not be required to pay or otherwise be responsible for (i) any local, state or federal capacity levy, franchise tax, revenue tax, income tax or profits tax of the Lessor, or (ii) any estate, inheritance, devolution, succession or transfer tax which may be imposed upon or with respect to any transfer of the Lessor's interest in the Premises; *provided, however*, that if at any time hereafter the method of taxation prevailing at the date hereof shall be altered so as to cause the whole or any part of the taxes, charges, assessments or impositions now or hereafter levied, assessed or imposed on real estate and the buildings, structures and other improvements thereon to be levied, assessed and imposed, wholly or partially, as a gross receipts, gross income, capital levy, or other tax on the rents received therefrom, or if any tax, corporation franchise tax, assessment, levy (including, but not limited to, any municipal, state or federal levy), imposition or charge, or any part thereof, shall be measured by or based in whole or in part, upon the Premises and shall be imposed upon the Lessor, then all such taxes, charges, assessments, levies or impositions, or the part thereof so measured or based, shall be deemed to be an imposition levied, assessed or imposed upon or with respect to the Premises, to the extent that the same would be payable if the Premises were the only property of the Lessor subject thereto, and the Lessee shall pay to the Lessor the levied or assessed tax at any time on any item of the rent payable hereunder, and the Lessee further agrees to pay to the Lessor, as Additional Rent, the amount thereof.

At the expiration of the Term, all payments for which the Lessee is responsible as provided in this Section 7 shall be prorated to the date of such expiration. The amount of any net refund abatement, deduction, reduction or credit received by the Lessor attributable to any such payment earlier made by the Lessee shall be promptly refunded by the Lessor to the Lessee.

The Lessee agrees to forthwith cause to be discharged or released of record any lien which may be recorded, perfected or otherwise attached to the Premises or Lot due to taxes, charges, assessments, or impositions levied, assessed or imposed at any time on the Lessee's fixtures, equipment, supplies or other property in, on or about the Premises.

7. Permitted Contests: In the event that the Lessor shall contest, by appropriate proceedings, the amount or validity of any such tax, assessment, imposition or charge, the parties shall cooperate with each other in the course thereof and execute any applications, appeals and other documents which may be required to enable the Lessor to maintain such proceedings, and there shall be appropriate adjustments by credits against future payments required by this Section 8, of all such taxes, assessments, impositions and charges by reason of any abatements, credits and refunds which may be received by the Lessor after the Lessor shall have deducted therefrom the reasonable costs and expenses of obtaining any such abatements, credits and refunds (including, without limitation,

reasonable attorneys' and appraisal fees and expenses) of contesting the amount or validity of any such tax, assessment, imposition or charge.

8. Lessor covenants and agrees not to lease or license the use of space in the Building, to any third party that operates a Mexican restaurant.
9. Delivery and Acceptance of the Premises As-Is: Lessor shall deliver the Premises, on the date this Lease is fully executed and delivered to the Lessor (together with the executed Guaranty), in its "AS-IS" condition as of the date of this Lease, without any representation or warranty whatsoever, except that the Premises shall be broom clean, and the Lessee agrees to accept the Premises in such condition, after due inspection thereof and that at the Lease Commencement Date the HVAC system shall be in good working order.
10. The Lessee's Construction: Following the delivery of the Premises by the Lessor to the Lessee pursuant to Section 9 above, the Lessee shall, at the Lessee's sole cost and expense, do all work necessary to equip the Premises with all fixtures, equipment, machinery and personal property required for the operation of the Lessee's business in the Premises, and shall open for business as soon thereafter as reasonably possible. The Lessee agrees that all plans and specifications for all such work, equipment and preparation and all alterations, improvements, restorations, repairs, replacements or renovations which the Lessee may make pursuant to any term or provision of this Lease, including initial build-out of the Premises, requires the prior written approval of the Lessor. The Lessors approval shall not be unreasonably withheld, and the work shall be done by the Lessee in a good and workmanlike manner with first class quality materials in accordance with the plans and specifications therefor approved by the Lessor, free from defects in design, construction, workmanship or materials, and that same will not decrease the value of the Premises. . In addition, all of the foregoing will be done in such manner as will avoid jurisdictional or other labor disputes. Lessor agrees to the initial buildout plans as drafted and attached hereto as Exhibit A. Lessee shall be solely responsible, at its sole cost and expense, for obtaining all licenses, permits and approvals from relevant governmental authorities required for any such construction or for the use and occupancy of the Premises by the Lessee.

Lessor shall cooperate with Lessee in its efforts to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities. All such work, equipment, preparation, alterations, improvements, fixtures, decorative lighting, signs, merchandise and supplies of the Lessee which are affixed to the Premises shall become the property of the Lessor at the expiration or earlier termination of this Lease and shall be expressly subject to the provisions of Section 11. All signs, merchandise, supplies, movable equipment and trade fixtures shall be and remain the property of Lessee. To the extent to which the Lessee or any of its contractors, subcontractors or suppliers enter upon the Premises for the purpose of preparing the same for the Lessee's occupancy, such entry shall be subject to all of the terms and provisions of this Lease except that the Lessee shall not be required to pay Rent until the Rent

Commencement Date. At the conclusion of said work it shall be the responsibility of the Lessee to obtain all final "close outs" of all permits issued by governmental authorities.

11. The Lessee's Covenants: The Lessee hereby covenants with the Lessor that, until the expiration of the Term and for such further time as the Lessee or any other person or persons claiming through or under the Lessee shall hold the Premises or any part thereof:
- a) The Lessee will pay to the Lessor all Rent at the times and in the manner herein set forth;
 - b) The Lessee will at all times maintain the interior of the Premises, including, without limitation, the so-called glass or store front, and to the extent within and exclusively serving the Premises, the heating, ventilating, air conditioning, plumbing, sanitary sewage, electric, and lighting systems and equipment therein and all doors, floor frames and door openers, in as good, clean and safe repair, and order and condition as same were at the Commencement Date or may be put in thereafter, normal wear and tear excepted, and except as otherwise expressly provided herein, make all alterations, improvements, restorations, repairs, replacements or renovations required by any and all laws, rules, regulations or requirements or all public authorities or the fire insurance rating association having jurisdiction, except for exterior or structural alterations, improvements, restorations, repairs, replacements or renovations, all replacements to be of the same kind and quality as those which are replaced
 - c) The Lessee will keep the Premises secure against intrusion, heated to avoid waste, and attractively cover any windows at street level in the event the Lessee ceases to operate for business in the Premises in accordance with the provisions of this Lease;
 - d) The Lessee will at all times maintain a service and maintenance contract on the heating, ventilating and air conditioning system on the Premises with a contractor, and in form and substance satisfactory to the Lessor, and follow all guidelines that may be required or recommended by the manufacturer of said HVAC system, or the party contracted with by Lessee to service the HVAC system, to keep any HVAC warranty in effect or the HVAC system in good running condition and repair. Lessor shall not be responsible for maintenance responsibilities and costs associated with said HVAC system, whether or not covered by said maintenance contract. If, despite the maintenance of the service contract and the completion of all work required by the service contract and/or recommended to be done by Lessee not covered by said service contract, said HVAC system fails and must be replaced within ten (10) years of the Commencement Date, Lessor shall be responsible for replacing said HVAC system, provided that Lessee provides Lessor with complete records of all routine and non-routine maintenance of the HVAC unit.
 - e) The Lessee will pay all charges for light, heat, hot and cold water, electric current and any other utilities furnished to the Premises and separately metered;

- f) The Lessee will not assign this Lease or sublet to any person, firm or corporation the whole or any part of the Premises, or permit any person, firm or corporation other than the Lessee to use or occupy the whole or any part thereof without obtaining on each occasion the prior written consent of the Lessor, which consent shall be granted or denied at Lessor's sole and absolute discretion. All requests for a consent to an assignment shall be accompanied by a detailed description of the assignee, together with such financial information as Lessor shall request. A transfer of a controlling interest in the Lessee or in any entity which directly or indirectly controls the Lessee shall be deemed an assignment of this Lease. Promptly following any assignment or sublease to which the Lessor has consented (in his sole and absolute discretion), the Lessee shall deliver to the Lessor a copy of such assignment (and an agreement by the assignee assuming and agreeing to perform, fulfill and observe the Lessee's representations, warranties and agreements set forth herein) or sublease. All amounts received by the Lessee pursuant to any assignment of this Lease or sublease in excess of the Rent payable to the Lessor hereunder (which amount shall be pro-rated in the case of a sublease) shall be paid to the Lessor as Additional Rent promptly upon receipt thereof by the Lessee. Upon receipt of a request for consent to an assignment or a sublease of the entire Premises, the Lessor shall have the right, exercisable by notice to the Lessee within thirty (30) days after receipt of the Lessee's request for such consent, to terminate this Lease as of the date specified by the Lessee in such request as the proposed effective date of any such assignment or sublease or sixty (60) days after such notice of termination, if earlier;
- g) The Lessee will not use any advertising media that might be objectionable to the Lessor or other occupants of the Building, such as loud speakers, phonographs, television or radio broadcasts, flashing lights between 8pm -8am or other devices that may be heard or seen from outside the Premises;
- h) The Lessee will cause all freight to be delivered and/or removed and all refuse to be removed only in the manner, at such time and through such entrances and exits as shall be designated by the Lessor from time to time and never store or maintain any such freight or refuse outside of the Premises. The Lessee will not solicit business in the Parking Area or the Common Areas or distribute handbills or other advertising media to, in or upon any vehicles parked in the Parking Area;
- i) The Lessee will at the Lessee's sole cost and expense, obtain and deliver to the Lessor and to any persons, firms or corporations from time to time designated by the Lessor, certificates of (and original duplicate policies of), and at all times maintain in full force and effect, prior to the Lessee's entry into the Premises, (i) commercial general liability insurance (with completed operations and contractual liability endorsements) with limits of \$1,000,000.00-\$2,000,000.00, protecting the Lessor (and all partners therein and thereof), the Lessee and any holder of any mortgages on all or any portion of the Building from time to time designated by the Lessor, against all claims, suits, obligations, liabilities and damages, including

attorneys' fees, based upon or arising out of actual or alleged personal injuries or damage to the business or property of the Lessor or the Lessee or anyone else resulting from or occurring in the course of, or on or about, or in the vicinity of, or otherwise relating to the use or condition of, the Premises, (ii) worker's compensation insurance covering all persons employed in connection with anything done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the Lessor, the Lessee, or anyone else, or the Premises, and (iii) fire and lightning, extended coverage, special extended coverage, vandalism and malicious mischief and sprinkler leakage insurance on all alterations, additions and improvements constructed by the Lessee as well as all equipment, machinery and fixtures of the Lessee placed within the Premises, in an amount not less than the full cost of repairing, replacing or rebuilding the same without deduction or adjustment for depreciation. All insurance, including without limitation, any surety bonds, which the Lessee is required to provide or maintain under any term or provision of this Lease shall be in form and substance, and with limits, amounts and average, and such endorsements in addition to those expressly described herein, as are customarily required by lessors of similar property in the greater Boston area, and with insurers with current Alfred M. Best Company, Inc. ratings of "A:XII" or higher. The Lessee will on demand, as often as reasonably required by the Lessor, furnish to the Lessor and to any such persons, firms or corporations entitled to the benefit of such insurance a complete list, statement and description of all such insurance, together with certificates (and original duplicate policies of insurance) from each insurance company issuing any thereof, certifying that such insurance is in full force and effect, all premiums have been paid, and same will not be canceled except upon ten (10) days prior written notice to the Lessor or to such persons, firms or corporation, as the case may be, by registered mail, return receipt requested;

- j) The Lessee will not overload or deface the Premises or use or permit any use of the Premises which shall increase any insurance rate other than the increase that would be customary for a restaurant or create a fire hazard or be unlawful, improper, noisy or offensive or which constitutes a nuisance or which is contrary to any law, rule, regulation or requirement or any public authority or the fire insurance rating association having jurisdiction, or which is injurious to any person or property, or commit waste, whether voluntary or involuntary, or carry on a trade or occupation or operate any instrument or equipment which emits an odor or causes a noise to be heard outside of Premises, or permit anyone else to do any of the foregoing; At all times during the term of the Lease, as it may be extended, including during periods of construction at the Premises, Lessee shall minimize interference with or inconvenience to other tenants in the building and their guests.
- k) Except for normal quantities of restaurant supplies or oil produced by cooking, the Lessee will not use any portion of the Premises for the use, generation, treatment, storage or disposal of "oil", "waste oil", "hazardous material", "hazardous substance", "hazardous waste", "toxic substance," or other hazardous,

toxic, inflammable, combustible or explosive fluid, material, chemical, or other substance regulated under any federal, state or local statute, law, ordinance, rule or regulation, now or hereafter in effect (collectively the "Materials"), including without limitation, the Comprehensive Environment Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6091 et seq. as amended, the Hazardous Material Transportation Act, 49 U.S.C. §1801 et seq., as amended, and the Toxic Substances Control Act, 15 U.S.C. §2064 et seq., as amended, without the express written consent of Lessor, and its mortgagees (if required), and then only to the extent that the presence of the Materials are: (i) properly licensed and approved by all appropriate governmental officials in accordance with all applicable laws, ordinances, rules and regulations; and (ii) in compliance with any terms and conditions stated in prior written approvals by the Lessor or its mortgagees; and will promptly provide the Lessor with copies of all notices received by it, including without limitation, any notice of violations, notice of responsibility or demand for action from any federal, state or local authority or official in connection with the presence of Materials in, on or under the Premises, the Building or the Lot; and Lessee shall promptly remedy the problem in accordance with all applicable laws and requirements and shall indemnify and hold the Lessor harmless from and against all loss, cost and liabilities and damage, including reasonable attorney's fees and the cost of litigation arising from the presence or release of any Materials in, on or under the Premises, or elsewhere within the Building or the Lot, if the Lessee caused such Materials to be present there. The provisions of this subsection (k) shall survive the expiration or earlier termination of this Lease;

- l) The Lessee will not do or permit to be done anything in or about the Premises which shall make void or voidable any insurance carried by the Lessor or the Lessee which is required by any term or provision of this Lease or which relates to the Premises in any manner or way and if the Lessee's use shall increase or create extra premiums therefor then the Lessee will pay to the Lessor on demand, as Additional Rent, the amount of any such increase or extra premiums on insurance carried by the Lessor;
- m) The Lessee will not burn any trash, garbage or refuse of any kind on the Premises or dispose of any of same in any manner other than as expressly directed by the Lessor from time to time;
- n) The Lessee will, at the expiration or sooner termination of this Lease, peaceably and quietly leave, yield up and surrender the Premises to the Lessor free of liens and occupants and in good, clean and tenantable repair, order and condition subject to reasonable wear and tear, and shall yield up the Premises with all alterations, improvements, restoration, repairs, replacements, renovations and improvements thereto remaining in place unless the Lessor otherwise directs the Lessee in writing. All fixtures and all equipment, supplies and other property of the Lessee installed, assembled or placed by the Lessee upon the Premises shall

not become part of the realty and shall remain the property of the Lessee, and the Lessee may at its expense remove any or all of same during the Term, and shall at the expiration or sooner termination of this Lease repair any and all damage caused by such removal. Upon the Lessee's yield up of the Premises following such expiration or termination, the Lessor may, in addition to all other rights and remedies, without being guilty of any trespass, tort or breach of contract, remove from the Premises any or all fixtures, equipment, signs, supplies and other property of the Lessee not removed by the Lessee as provided in the immediately preceding sentence, and either store same for the account of the Lessee at its expense, without obligation or liability on account of any theft, loss, damage or monetary shortage, or deem same to be abandoned and subject to use, sale or other disposition without obligation or liability to account to the Lessee for the proceeds thereof. Notwithstanding the expiration or sooner termination of this Lease, the Lessee shall continue to be responsible for, and shall pay to the Lessor all reasonable costs incurred by the Lessor in connection with any such removal, storage, sale or other disposition. The provisions of this subsection (n) shall survive the expiration or earlier termination of this Lease;

- o) During the term of the Lease, the Lessee shall continuously and uninterruptedly occupy and use the Premises for the conduct of the Lessee's business, including being open for business at such times allowed for by the Planning Board decision. All of the Premises (other than such minor portions as are reasonably required for storage or office purposes) shall be used for the Lessee's restaurant business.
 - p) The Premises shall be used only for the Permitted Use specified in Section 1(n) above, and for no other use.
- 12. No Alterations or Improvements: Except to the extent permitted in Section 11 in connection with the initial improvements to the Premises, the Lessee will make no alterations, additions or improvements to the Premises which affects the mechanical, electrical, sprinkler, security or other systems of the Building, without on each occasion first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld.
- 13. The Lessee's Signs: The Lessee, at its sole cost and expense, is responsible and required to place signage above the store front awning, which sign shall not be an interior illuminated sign, but rather a sign made up of individual lettering which is lit from below or above. The Lessee is also responsible for placing a sign on the marquee of the building. All signage is subject to the prior written approval of the Lessor before being installed. The Lessee is allowed to place (and thereafter to replace) interior signs within the store without Lessor's approval, provided that (a) they are not considered signs subject to the Needham Sign By-Law as determined by the Needham Building Inspector, and (b) they are not located on exterior windows of the Leased Premises. In the event that (a) or (b) are applicable, such signs are subject to the prior written approval of the Lessor before being installed. All signs referenced in this Section 13 shall be in compliance with any applicable Town of Needham Zoning By-Laws, the Needham Sign By-Law and all

other by-laws, without a special permit, and shall be as shown on Exhibit D attached hereto. It shall be the sole responsibility of Lessee to obtain all sign permits necessary to install said signage approved by Lessor, including prior approval of said signage by the Design Review Board. Upon the expiration or earlier termination of this Lease, the Lessee shall, at its sole cost and expense, remove all signage and repair all damage caused by the installation or removal of such signage, which obligation shall survive the expiration or earlier termination of this Lease.

14. Sole Risk and Hazard: All fixtures, equipment, signs, merchandise, supplies and other property on or about the Premises shall be at the Lessee's sole risk and hazard, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by use or abuse of water, or by leaking or bursting of water pipes, or in any way or manner, including, without limitation, the acts or omissions of any other occupant of any portion of the Building, no part of said destruction or damage is to be charged to or borne by the Lessor in any case whatsoever, except only to the extent caused by the Lessor's negligence or willful default or that of the Lessor's agents, employees or contractors, and, except to such extent, the Lessee agrees to exonerate the Lessor from and against any and all claims, suits, obligations, liabilities and damages, including reasonable attorneys' fees, based upon or arising out of any of the foregoing. In no event shall the Lessor be responsible for any indirect or consequential damages arising out of any such destruction or damage including, without limitation, any such indirect or consequential damages due to the Lessee's inability to remain open for business in the Premises.
15. Fire, Casualty, Taking: PROVIDED ALWAYS, that in case, after the execution hereof and before the expiration of the Term, the Premises or any material part thereof or more than fifteen (15%) percent of the Building shall be taken by any exercise of the right of eminent domain or by action of any public or other authority, or in case, after the execution hereof and before the expiration of the Term, the Premises or any material part thereof or more than fifteen (15%) percent of the Building shall be destroyed or damaged by fire or casualty, then this Lease and the Term shall terminate at the election of the Lessor or Lessee, which election must be exercised by notice to the Lessee or Lessor within sixty (60) days after such taking, destruction, damage or action, and such election may be made in case of any such taking notwithstanding the entire interest of the Lessor may have been divested by such taking. If this Lease is not terminated pursuant to the foregoing provisions of this Section 16, the Lessor shall with reasonable promptness restore the Premises to the same condition as at the Commencement Date, to the extent of available taking awards or insurance proceeds, but in no event shall the Lessor be required to replace, repair or restore any improvements, alterations or additions constructed by the Lessee or any of the Lessee's equipment, machinery, fixtures or personal property (all of which shall be promptly replaced, repaired or restored by the Lessee at its sole expense). If the Premises or Building or any part of either thereof shall be taken by eminent domain, all damages from such taking other than that which relates solely to the Lessee's moving expenses shall vest in the Lessor, the Lessee having no right to damages for loss of its leasehold interest in any event, and the Lessee covenants and agrees to execute such assignments or other documents and to take any steps which may be necessary to vest such damages in the Lessor, the Lessee hereby irrevocably

appointing the Lessor as its agent and attorney-in-fact to execute and deliver any such assignments and documents which the Lessor deems necessary or appropriate to carry out the intent and purposes of this sentence, such appointment being a power coupled with an interest. In the event that the Lessor shall fail so to restore the Premises within one (1) year following such damage or destruction, the Lessee shall have the option to terminate this Lease by notice to the Lessor within thirty (30) days following the expiration of such period.

16. The Lessor's Insurance: The Lessor will, upon commencement of the Term, obtain and thereafter maintain in full force and effect (or cause to be so obtained and maintained), (a) "all risk" property insurance on the Building for not less than ninety percent (90%) of the replacement value of the Building with an "agreed amount" endorsement and having an appropriate deductible, (b) commercial general public liability insurance (with completed operations and contractual liability endorsements) and parking lot liability insurance with the Lessee named as an additional insured (with a contractual liability endorsement) against any and all claims, suits, obligations, liabilities and damages, including attorneys' fees based upon or arising out of actual or alleged injuries (including death) and/or property damage resulting from, occurring on or in or due to the use of or any condition in the Common Areas, Parking Area and/or way immediately adjacent and/or adjoining either the Common Areas and Parking Area, such insurance to afford protection in an amount of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate, and (c) such other insurance on the Building against such insurable hazards in such additional limits and amounts on all such insurance as are from time to time commonly obtained by owners of properties similar to the Building or are required by the holder of any mortgage on the Building. Such insurance shall be with insurance companies qualified to do business in the Commonwealth of Massachusetts; it being understood, however, that any such insurance may be blanket with other insurance maintained by the Lessor or the Lessor's affiliates.
17. Default by the Lessee: PROVIDED, ALWAYS, and this Lease is upon the condition, that (a) in the event of any failure by the Lessee to pay any item of Rent (whether the Net Minimum Rent or any item of Additional Rent) when due hereunder, or (b) in the event of any failure by the Lessee to perform, fulfill or observe any other representation, warranty or agreement by the Lessee set forth herein, which failure continues for thirty (30) days after written notice from the Lessor specifying such failure, without its being waived or its effect cured, or the cure thereof commenced within such 30-day period and diligently prosecuted at all times thereafter to completion, or (c) in the event that the estate created hereby shall be taken on execution, or by other process of law, or is attached or subjected to any other involuntary encumbrances, or (d) in the event that any Guarantor shall commit any act which would permit the entry of an order for relief under the Bankruptcy Reform Act of 1978 (or any successor thereto) or be declared bankrupt or insolvent according to law, or (e) in the event that any petition under federal or state law pertaining to bankruptcy, insolvency, reorganization, recapitalization, arrangement, or other relief shall be filed by or against any Guarantor or the Lessee, or (f) in the event that any assignment, trust mortgage, or other transfer in trust or otherwise shall be made for the benefit of creditors of either the Lessee or the Guarantor, or (g) in the event the

Lessee dissolves, terminates or liquidates, or adopts any plan or commences any proceeding the result of which is intended to include dissolution, termination or liquidation, or (h) in the event that the Lessee or any Guarantor shall make or offer a compromise of the Lessee's or such Guarantor's debts, as the case may be, with its creditors, or in the event that a receiver, trustee, custodian, guardian, liquidator or similar officer or creditors' committee shall be appointed to take charge of any property of, or to operate or wind up the affairs of, the Lessee or any Guarantor, or (i) in the event that a mortgagee, secured party or other creditor takes possession of the Premises, or of any substantial part of the property of the Lessee at the Premises, then in any of said cases (notwithstanding any license of any former breach of covenant or condition or waiver of the benefit hereof, or consent in a former instance) (i) the Lessor or the Lessor's agents may lawfully immediately, or at any time thereafter, and without further demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of the Lessor's former estate and expel the Lessee and those claiming by, through or under the Lessee and remove the Lessee's or their effects (in any of said cases forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant or condition, and upon entry as aforesaid this Lease shall terminate, or (ii) the Lessor may terminate this Lease by notice to the Lessee, the Lessee in any event waiving all statutory rights of redemption, The Lessee covenants with the Lessor that in case of such termination, or in case of termination under statute for default of the Lessee, the Lessee will at the election of the Lessor (which election may be made or changed at any time or from time to time before the settlement), either: (1) pay, as damages for so much of the unexpired Term as is covered thereby, and at the same times and in the same installments as are specified in this Lease, sums equal to the Net Minimum Rent and Additional Rent herein named or, if the Premises shall have been relet, sums equal to the excess of the Net Minimum Rent and Additional Rent over the net sums actually received by the Lessor for the period to which the Net Minimum Rent and Additional Rent paid hereunder last mentioned relate; (2) pay, as liquidated damages for the then unexpired Term, a lump sum which at the time of such termination or at the time to which installments of liquidated damages shall have been paid represents the excess of the Rent hereunder over the then rental value of the Premises for the residue of the Term, both being discounted to present value at the then applicable Lease Interest Rate less three (3) percent; or, (3) indemnify the Lessor against loss of the Rent hereunder at the time of such termination or from the time to which installments of liquidated damages shall have been paid, during the residue of the Term, each of the foregoing three (3) alternatives being separable.

In addition to the foregoing and regardless of which of the foregoing alternatives shall have been elected, the Lessee agrees to pay to the Lessor on demand all reasonable expenses incurred by the Lessor in order to: (x) obtain possession of the Premises; (y) make such alterations, improvements, repairs, replacements, renovation and restoration as the Lessor reasonably deems necessary or advisable to put the Premises in good and rentable repair, order and condition (less salvage value, if any); and (z) relet the Premises, including without limitation, the reasonable fees of attorneys, brokers, engineers and

architects, free rent and lessee improvement contributions then customary in the suburban Boston market area.

Notwithstanding anything elsewhere in this Lease contained, however, in the event that during the Term the Lessee shall have failed to pay any item of Rent as provided in Clause (a) in the first sentence of this Section 18 or the Lessor shall have sent two (2) or more notices of the kind referred to in Clause (b) in the first sentence of this Section 18 in any twelve (12) month period, even though the Lessee shall have cured the failure or failures, or the Lessor shall have waived the cure thereof, or the Lessee shall have commenced such cure and diligently prosecuted same at all times thereafter, and in the event that subsequently in such twelve (12) month period the Lessee shall fail to pay any item of Rent or perform, fulfill or observe any other representation, warranty or agreement of the Lessee set forth herein (all as set forth in Clauses (a) and (b) in the first sentence of this Section 18), then and in any such event the provisions for notice and grace periods set forth in such Clauses (a) and (b) shall not be applicable to such subsequent failure or failures in such twelve (12) month period and therefore, the Lessor shall have the right, without demand or notice, to exercise all of its rights and remedies set forth in this Section 18 or otherwise. In addition to all the rights and remedies of the Lessor under this Lease, in the event that the Lessee shall fail to pay any item of Rent due under this Lease beyond the seventh (7th) day such sums are due, Lessee shall pay to the Lessor \$300 or 1½% of the amount not so paid when due, whichever is greater, to partially compensate Lessor for such late payment.

In the event that any failure by the Lessee to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed by the Lessee continues for thirty (30) days, or, in situations involving potential danger to the health or safety of persons in, on or about the Premises or a further material deterioration of, or damage to, the Premises, after written notice specifying such failure without its being waived, its effect cured, or the cure thereof commenced and diligently prosecuted at all times thereafter, the Lessor may upon three (3) days written notice (except in emergencies) at its election perform, fulfill or observe such agreement for and on behalf of the Lessee, and any amount which the Lessor shall expend for such purpose, or which shall otherwise be due by the Lessee to the Lessor hereunder, shall be deemed to be additional rent and shall be paid to the Lessor on demand, together with interest thereon at the Lease Interest Rate, from the date of expenditure or the date the same shall have become due to the date of payment thereof in full.

In the event that the Lessee shall commit any act which would permit the entry of an order for relief under the Bankruptcy Reform Act of 1978 (or any successor thereto) or be declared bankrupt or insolvent according to law, or in the event that any petition under federal or state law pertaining to bankruptcy, insolvency, reorganization, recapitalization, arrangement or other relief shall be filed by or against the Lessee then the following provisions shall be applicable to any assumption or rejection of this Lease by the trustee or debtor-in-possession which the Lessor and the Lessee acknowledge and agree are commercially reasonable in the context of a bankruptcy case of the Lessee: (A) the trustee or debtor-in-possession shall elect to assume or reject this Lease by filing a

motion therefor with the court having jurisdiction within ninety (90) days after the filing of the petition, provided, if no election is made within such ninety (90) day period then this Lease shall be deemed to have been rejected; (B) upon a rejection or deemed rejection of this Lease, the Lessor shall thereupon be immediately entitled to possession of the Premises and this Lease shall be terminated, but the Lessor's right to be compensated for damages both at law and as provided in this Lease shall in such case survive such termination; (C) no election to assume this Lease shall be effective unless and until each of the following conditions is met: (i) within ten (10) days from the date of such assumption all monetary defaults shall be cured or Lessor has received adequate assurances (as hereinafter defined) of such cure and within thirty (30) days after such assumption all non-monetary defaults shall be cured or Lessor has received adequate assurances of such cure; (ii) in addition to any other security deposit required under this Lease, an amount equal to three months Net Minimum Rent and Additional Rent accruing under this Lease shall be deposited with the Lessor and whether or not otherwise required by the terms of this Lease thereafter one-twelfth (1/12th) of the Lessee's estimated annual obligations under this Lease for real estate taxes shall be paid in advance on the date Net Minimum Rent is payable hereunder; and (iii) the assumption has been ratified and approved by order of such court or courts as had final jurisdiction over such bankruptcy case; and (D) when, pursuant to applicable law, rules, or regulations, the trustee or debtor-in-possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charges shall not be less than the Net Minimum Rent and Additional Rent specified herein. The Lessor and the Lessee acknowledge that in the context of a bankruptcy proceeding of the Lessee, at a minimum, the term "adequate assurances" shall mean that: (I) the trustee or debtor-in-possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure the Lessor that the trustee or debtor-in-possession will have sufficient funds to fulfill the obligations of the Lessee under this Lease and to keep the Premises properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on the Premises as required hereunder; and (II) the court having jurisdiction over such bankruptcy case shall enter an order segregating sufficient cash payable to the Lessor or the Lessor shall receive sufficient valid and perfected security interests or mortgages reasonably acceptable to the Lessor in form, substance and kind to secure the obligations of the trustee or debtor-in-possession to cure the monetary and non-monetary defaults under the Lease as provided above. If the trustee or debtor-in-possession assumes this Lease as permitted herein, its interest in this Lease may be assigned only if the proposed assignee provides the Lessor with adequate assurance of future performance of all of the Lessee's obligations under Lease and if the Lessor determines in its exercise of its reasonable business judgment that: (a) the assignment of the Lease will not breach any other lease, mortgage, finance agreement or other agreement relating to the Premises by which the Lessor is bound and the Lessor is not required to obtain consents or waivers from any third party required under any lease, mortgage, financing agreement or other agreement by which the Lessor is bound; (b) the proposed assignee has a sufficient net worth and working capital to assure the future performance by the assignee of the Lessee's obligations under the Lease as shown on a current financial statement audited by a certified public accountant which is submitted by the Lessee to the Lessor; and (c) the proposed assignee provides a

guarantee or guarantees of assignee's obligations to the Lessor (in form and substance acceptable to the Lessor) from one or more persons who satisfy the Lessor's standards of creditworthiness.

Notwithstanding anything in this Section 17 to the contrary, the Lessee shall not proceed against the assets of the Pancho's Taqueria facility located in Dedham, MA owned by Pancho's Taqueria, Inc.

18. Indemnity: Unless caused by the negligence or willful act or omission of the Lessor, its agents, employees or contractors, the Lessee will exonerate and indemnify the Lessor against all claims, suits, obligations, liabilities and damages, including reasonable attorneys' fees, arising out of: (a) any failure by the Lessee to perform, fulfill or observe any obligation or liability of the Lessee set forth in this Lease; (b) any breach by the Lessee of any representation or warranty made in connection with this Lease; (c) any negligent act or omission by the Lessee or its agents, employees or contractors; or (d) any condition of any kind, class or description, however and whenever caused or occurring, in any portion of the Premises or the sidewalks adjacent thereto, or any occurrence in, upon or at the sidewalks adjacent thereto, or any occurrence, in, upon or at the Premises, or any occurrence occasioned by the Lessee's use and occupancy of the Premises, whether occurring in the Building, the Common Areas (and the Parking Area if the Lessee is maintaining or entitled to use the Parking Area) or otherwise and not covered by any insurance maintained by the Lessor. Unless caused by the negligence or willful act or omission of the Lessee, its agents, employees or contractors, the Lessor will exonerate and indemnify the Lessee against all claims, suits, obligations, liabilities and damages, including reasonable attorneys' fees arising out of (a) any failure by the Lessor to perform, fulfill, observe any obligation or liability of the Lessor set forth in this Lease, (b) any breach by the Lessor of any representation or warranty made in connection with this Lease, or (c) any negligence or willful act or omission by the Lessor or its agents, employees or contractors. In the event of a dispute between the Lessor and the Lessee as to their respective rights and remedies thereunder, or the enforcement of either party's rights thereunder, the party against which final judgment is rendered, with all appeal periods expired, will pay all costs, expenses and attorneys' fees that shall have been incurred or paid by the prevailing party. The provisions of this Section 19 shall survive the expiration or earlier termination of this Lease.
19. Broker: Lessee and Lessor each represents and warrants to the other that it has not contacted any real estate broker in connection with this transaction other than the Convisor Property Group, Inc. (the "Broker"). Lessee and Lessor agree to defend, indemnify the other against and hold the other harmless from any claim, loss, damage, costs, or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction arising out of a breach of the foregoing representation and warranty, except that the Lessor shall be responsible for paying the commissions to the Broker pursuant to a separate agreement. The provisions of this Section 20 shall survive the expiration or earlier termination of this Lease.
20. Subsidiaries or Affiliates: Neither party will claim or attempt to enforce against any one or more of the employees, agents, officers, directors, parents, subsidiaries or affiliates of

the other party, any right or remedy arising out of, or in any way based upon, this Lease or any act or omission by the other party with respect to this Lease or all or any portion of the Premises, except to the extent expressly permitted by any written instrument signed by any one or more of the foregoing.

21. Notice of Default to the Lessor: In no event will the Lessor be deemed to be in default because of any failure by the Lessor to perform, fulfill or observe any covenant or agreement set forth herein or because of any breach of any warranty by the Lessor set forth herein or because of any breach of any warranty by the Lessor set forth herein for thirty (30) days after notice to the Lessor specifying such failure or breach, without its being waived in (and the Lessor's mortgagee in accordance with Section 26) writing, or its effect cured, or the cure thereof commenced and diligently prosecuted thereafter. Except as otherwise expressly provided in this Lease, in no event shall the Lessee have the right to terminate this Lease nor shall the Lessee's obligation to pay Rent under this Lease abate based upon the any default on the part of the Lessor in performing any covenant, agreement or obligation hereunder.
22. Subordination: The Lessee will, on request at any time or from time to time by any holder of a mortgage on all or any portion of the Premises, subordinate this Lease and all of the Lessee's rights and estate hereunder to such mortgage and to any renewals, extensions, substitutions, refinancing, modifications or amendments thereof, and agree with such holder that the Lessee will attorn thereto in the event of foreclosure and that the Lessee will not without the consent of such holder amend this Lease or prepay any Rent hereunder, but only if the Lessor obtains a written agreement from any such holder in a commercially reasonable form which consents to this Lease and provides that, notwithstanding such mortgage or any default, expiration, termination, foreclosure, sale, entry or other act or omission under, pursuant to or affecting said mortgage, the Lessee shall not be disturbed in peaceful enjoyment of the Premises or this Lease terminated or canceled at any time, except in the event the Lessor shall have the right to terminate this Lease under the terms and provisions set forth herein.
23. No Liens: The Lessee will forthwith cause any mechanics, materialmans, or other liens which may be recorded or perfected or which may otherwise attach to all or any portion of the Premises, the Building or the Lot, as a result of work done by or for the Lessee or personal property taxes not paid by the Lessee, to be discharged or released of record or fully bonded by a surety satisfactory to the Lessor.
24. Entry and Inspection by the Lessor: The Lessor and its agents shall have the right to enter into and upon the Premises or any part thereof at all reasonable times during the Lessee's usual business hours (except in emergencies) to examine the same and to make upon three (3) days' prior notice (except in emergencies) repairs or alterations the Lessor is expressly required to perform hereunder or desires to make thereto, provided the Lessor shall use reasonable efforts to minimize disruptions to the Lessee's use of the Premises. The Lessee shall permit inspection of the Premises during business hours and intervals by prospective purchasers or mortgagees and during the last year of the Term, the Lessee shall permit inspection of the Premises during business hours by prospective lessees and shall permit the usual "To Let" or "For Sale" signs to be placed on the Building or Premises.

25. Notice to Mortgagee: Upon receipt of a request by the Lessor or any holder of a mortgage on all or any part of the Building or the Lot, the Lessee will thereafter simultaneously send any such holder copies of all notices of default or termination or both given by the Lessee to the Lessor in accordance with any provision of this Lease. In the event of any failure by the Lessor to perform, fulfill or observe any agreement by the Lessor herein or any breach by the Lessor of any representation or warranty of the Lessor herein, any such holder may at its election, within thirty (30) days after receipt of such notice, cure such failure or breach for and on behalf of the Lessor and such cure shall, as to the Lessee, be deemed to be performance, fulfillment or observance by the Lessor thereunder. The provisions of this Section 26 shall apply to any successor in interest of such holder.
26. Notice of Lease: Neither party will record this Lease, but each party will on demand by the other party execute an appropriate notice of this Lease in form and substance reasonably satisfactory to the Lessor, and either party may record same at its expense. Promptly following the Commencement Date, the parties will execute a mutually satisfactory document in recordable form setting forth the commencement and expiration date of the Term specified herein. In addition, promptly following any termination of this Lease prior to the expiration of the Term specified herein, for any reason whatsoever, the Lessee will promptly execute and deliver to the Lessor a document in recordable form, mutually satisfactory in form and substance to the Lessor and the Lessee, setting forth the date of termination of the Term. The provisions of the immediately preceding sentence shall survive the termination of this Lease.
27. Waiver of Subrogation: Each party hereby waives all claims and rights against the other and their respective officers, directors, employees, contractors, servants and agents, for any damage to or destruction of real or personal property of the Lessor or the Lessee, regardless of cause or origin, but only to the extent of any proceeds or recoveries from insurance policies. All insurance policies required of either party hereunder shall include a waiver by the insurer of its right of subrogation against the other party hereunder. The Lessee agrees that if extra cost is chargeable there for, the amount of the extra cost shall be included in the Section 6 insurance expenses.
28. Repairs by the Lessor: Except as otherwise expressly set forth in this Lease, the Lessor shall not be required to make any alterations, improvements, restoration, repairs, replacements, renovation or additions of any nature or description to the Premises, or to maintain the Premises in any way at all, and the Lessee waives any rights, whether provided by any law, rule, regulation or requirement of public authority, now or hereafter in effect, to do any of the foregoing at the expense of the Lessor. The Lessor will during the Term maintain and repair all structural portions and roof of the Building and the foundation thereof. Lessor shall perform, at its expense, any alterations, improvements, replacements or renovations which constitute capital improvements to the Building required by any change in law or future law enacted after the date of this Lease by any public authority having jurisdiction. In no event shall the Lessor be responsible for any indirect or consequential damage arising out of the Lessor's failure so to maintain and repair, including, without limitation, any damage due to the Lessee's inability to remain open for business in the Premises.

29. Estoppel Letter: The Lessee or the Lessor will from time to time, upon not less than ten (10) days prior request by the other party, deliver to the requesting party or any actual or prospective purchaser or holder of a mortgage on all or any part of the Premises a statement certifying whether or not this Lease is in full force and effect and stating: (a) the last date to which the Net Minimum Rent and Additional Rent have been paid; (b) the amendments, if any, to this Lease; (c) to the best of such party's knowledge, whether or not the requesting party is in default in the performance, fulfillment or observance of any representation, warranty or agreement set forth herein or has any indebtedness to such party for the payment of money; (d) if so, each default or indebtedness; and (e) to the best of such party's knowledge, other information regarding the Premises or this Lease reasonably requested by the requesting party or a current or prospective purchaser or holder of a mortgage of all or any portion of the Premises.
30. Collateral Assignment of Lease: With respect to any assignment by the Lessor of the Lessor's interest in this Lease or the Rent payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on the Lessor's estate, the Lessee agrees:
- a) that the execution thereof by the Lessor 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 the Lessor hereunder, unless such holder shall, by notice sent to the Lessee, expressly otherwise elect; and
 - b) that, except as aforesaid, such holder shall be treated as having assumed the Lessor's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises.
31. No Liability: Anything else in this Lease to the contrary notwithstanding, the Lessee shall look solely to the estate and property of the Lessor in the Premises (including any proceeds of any casualty insurance and any damages and awards as a result of any taking) for the satisfaction of any claim for the payment of money by the Lessor by reason of any default or breach by the Lessor of any of the terms and provisions of this Lease to be performed, fulfilled or observed by the Lessor, and no other, property or assets of the Lessor shall be subject to levy, execution or other enforcement procedure for the satisfaction of the Lessee's remedies for any such default or breach.
32. The Lessor While an Owner: As used herein, "Lessor" shall mean the owner from time to time of the Lessor's estate and property in the Premises and if such estate and property in the Premises be sold or transferred, the seller or transferor shall thereupon be relieved of all obligations and liabilities hereunder thereafter arising or occurring, and the purchaser or transferee shall thereupon be deemed to have assumed and agreed to perform and observe all obligations and liabilities hereunder thereafter arising or occurring or based on occurrences or situations thereafter arising or occurring, subject in any event to the provisions of Section 32.

33. Delays: Whenever in this Lease either party is required to perform, fulfill or observe any representation, warranty or agreement set forth herein (other than the payment of money), delays caused by or resulting from act of God, war, fire, casualty, eminent domain, strike, shortage of labor or materials or other cause beyond such party's reasonable control shall not be considered in determining the time when such performance, fulfillment or observance must be completed, so long as such party shall, promptly after the commencement of any such delay, give the other party notice specifying such delay and estimating the duration thereof.
34. Accord and Satisfaction: The Lessee agrees that acceptance by the Lessor of any partial payment of any item of Rent due hereunder (whether denominated as Net Minimum Rent or Additional Rent) shall not constitute an accord and satisfaction by the Lessor of any of the Lessee's obligations hereunder, and that the Lessor shall be entitled to collect from the Lessee the balance of any such item of rent remaining due.
35. Consent or Approval: Except as may be otherwise expressly provided in this Lease, whenever the consent or approval of either party is required under any term or provision of this Lease, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed.
36. Quiet Enjoyment: The Lessor agrees that if the Lessee shall pay the Rent and perform, fulfill and observe the other obligations and liabilities of the Lessee contained in this Lease, then the Lessee shall peacefully and quietly have, hold and enjoy the Premises without any manner of hindrance or molestation by the Lessor or anyone claiming, by through or under the Lessor, but subject to the provisions of this Lease.
37. Miscellaneous: All terms and provisions of this Lease shall be independent and shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties, except as otherwise expressly provided herein. Every term and provision of this Lease shall be deemed of the essence and every breach thereof material to the Lessor and the Lessee, as the case may be. All representations, warranties and agreements of the Lessee in this Lease shall be deemed special, unique and extraordinary; any breach of any provision thereof by the Lessee or the Lessor, as the case may be, shall be deemed to cause the other irreparable injury not properly compensated by damages in an action at law, and the rights and remedies of the damaged party hereunder may therefore be enforced both at law or in equity, by injunction or otherwise. All rights and remedies of each party shall be cumulative and not alternative, in addition to and not be exclusive of any other right or remedy to which such party may be lawfully entitled in case of any breach or threatened breach of any term or provision herein contained, except as otherwise expressly provided herein. The rights and remedies of each party shall be continuing and not exhausted by any one or more uses thereof, and may be exercised at any time or from time to time and as often as may be expedient; any option or election to enforce any such right or remedy may be exercised or changed at any time from time to time. This Lease sets forth the entire agreement of the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from

any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment or change of any term or provision set forth herein, including this Section, unless set forth in a written instrument duly executed by such party expressly stating that it is intended to impose such an additional obligation or liability or to constitute such a waiver or release, or that it is intended to operate as such a supplement, alteration, amendment or change.

38. Notice: All notices and other communications (including, without limitation, designations, advice, consents, approvals, directions, statements, requests, elections and demands) shall be in writing and either delivered by hand (with a receipt obtained) or mailed by registered or certified mail, postage and registration or certification charges prepaid, or delivered by a nationally recognized overnight delivery service which obtains a receipt, charges prepaid, addressed, in the case of the Lessor, to the Lessor at the Lessor's Address set forth in Section 1, with a copy simultaneously so mailed to the Lessor's Counsel set forth in Section 1, at its address set forth in Section 1, and addressed in the case of the Lessee, to the Lessee at the Lessee's address set forth in Section 1, either party may by notice to the other designate another address which shall thereupon become the effective address of such party or its counsel for the purposes of this Section 1. The foregoing shall be the exclusive method of giving and delivering notices and other communications to the Lessor, and to deliver default or termination notices to the Lessee pursuant to Section 18, but this paragraph shall not prevent the giving or delivery of any notice or other communication to the Lessee in any other valid manner. Notices shall be deemed given when delivered by hand (provided a receipt is obtained) or two (2) days after mailing by registered or certified mail or the next business day after being deposited with such overnight delivery service.
39. Local Law: This Lease shall be construed and enforced in all respects in accordance with the laws of the Commonwealth of Massachusetts.
40. Headings: The cover page and the captions to the various Sections of this Lease have been inserted for reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.
41. Severability: If any term or provision of this Lease or the application thereof to any person, property, or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

WITNESS, the execution hereof under seal the day and year first above written.

LESSOR: TOPLIFF STREET ASSOCIATES LIMITED PARTNERSHIP
By: TOPLIFF STREET GP, LLC, its general partner

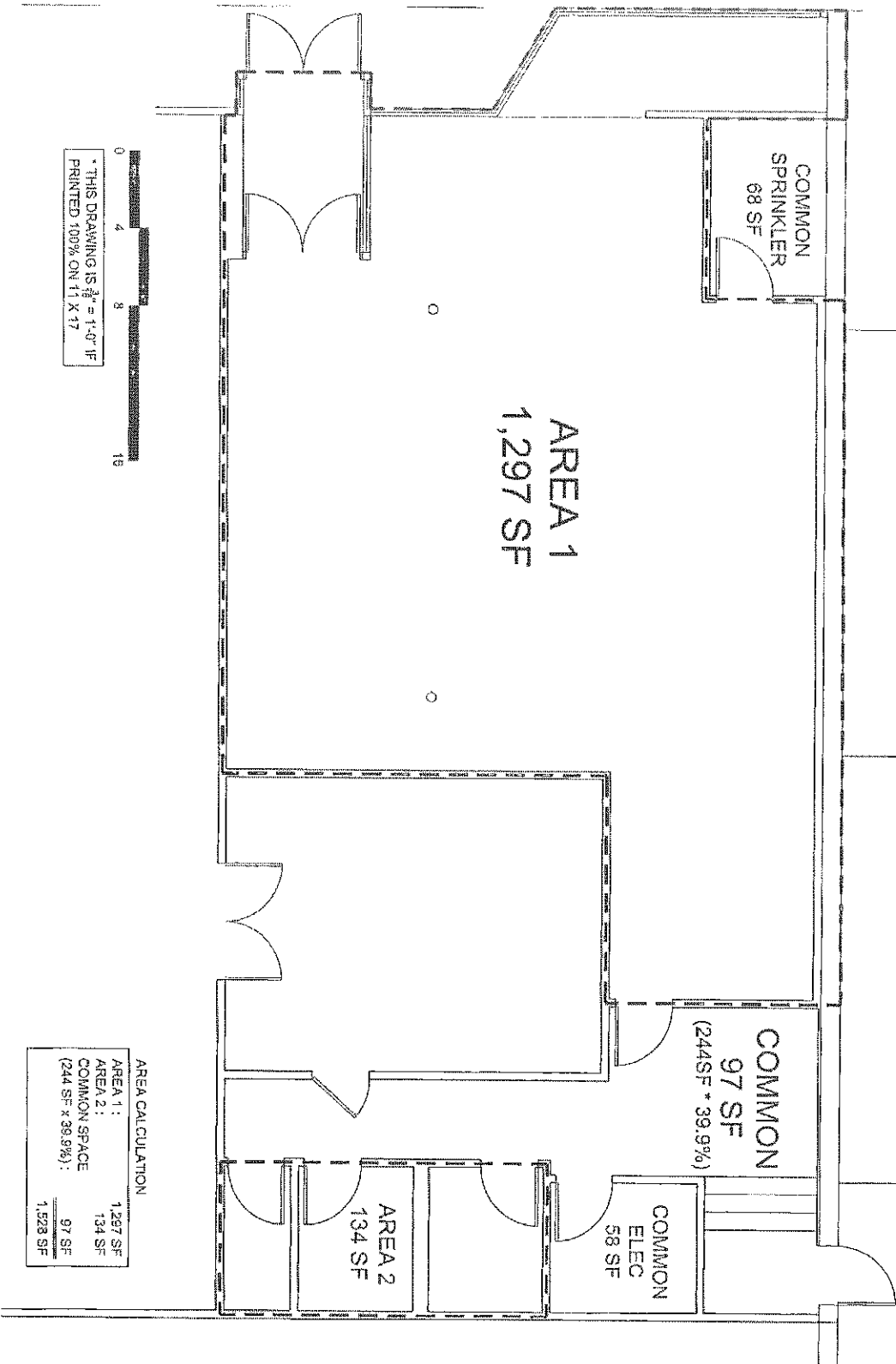
By: 
Name: William P. McQuillan
Title: Manager

LESSEE: PANCHO'S TAQUERIA NEEDHAM, LLC

By:  6/4/18
Name: Carlos Chavira
Title: Manager

By:  10/04/2018
Name: Nohely H. Williams
Title: Manager

1450
HIGHLAND
AVENUE



0 4 8 16
* THIS DRAWING IS $\frac{3}{8}" = 1'-0"$ IF
PRINTED 100% ON 11 X 17

AREA CALCULATION

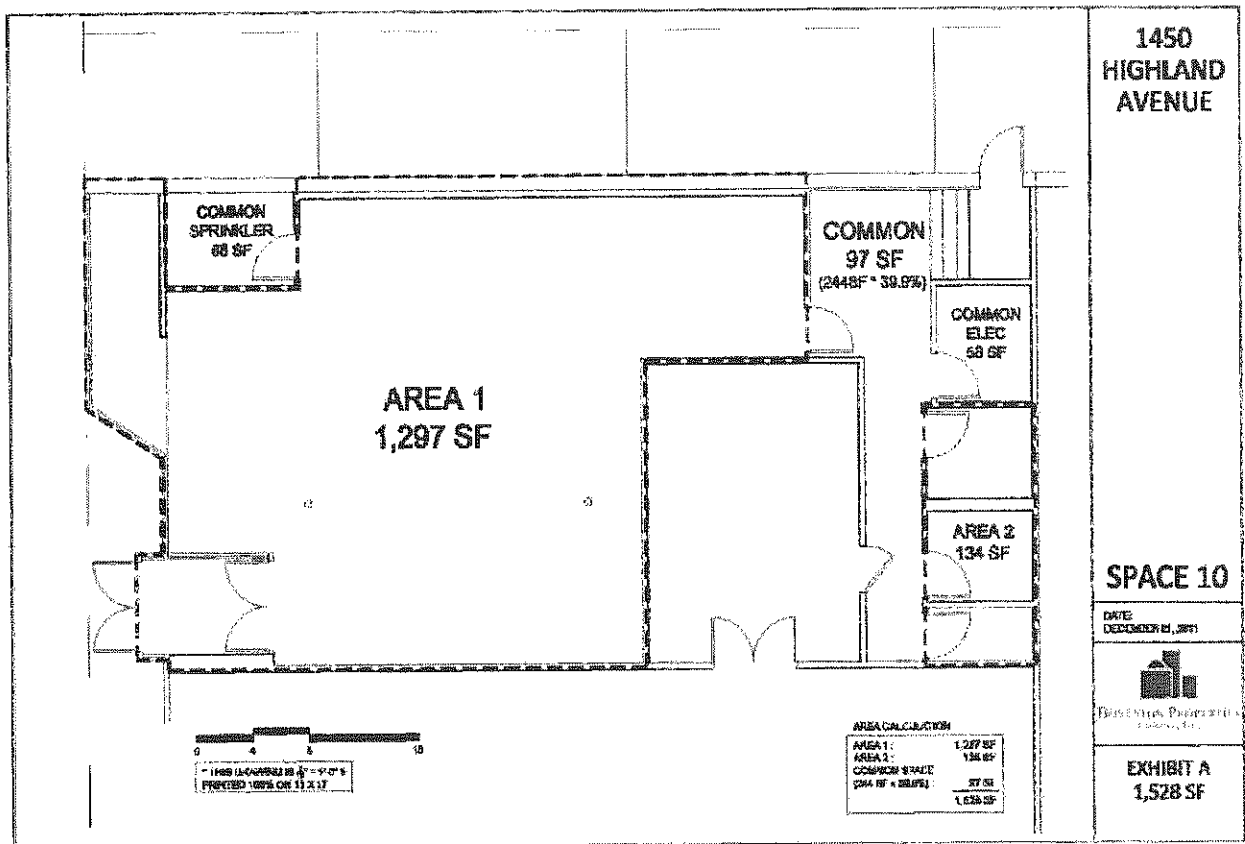
AREA 1 :	1,297 SF
AREA 2 :	134 SF
COMMON SPACE (24.4 SF x 39.9%) :	97 SF
	1,528 SF

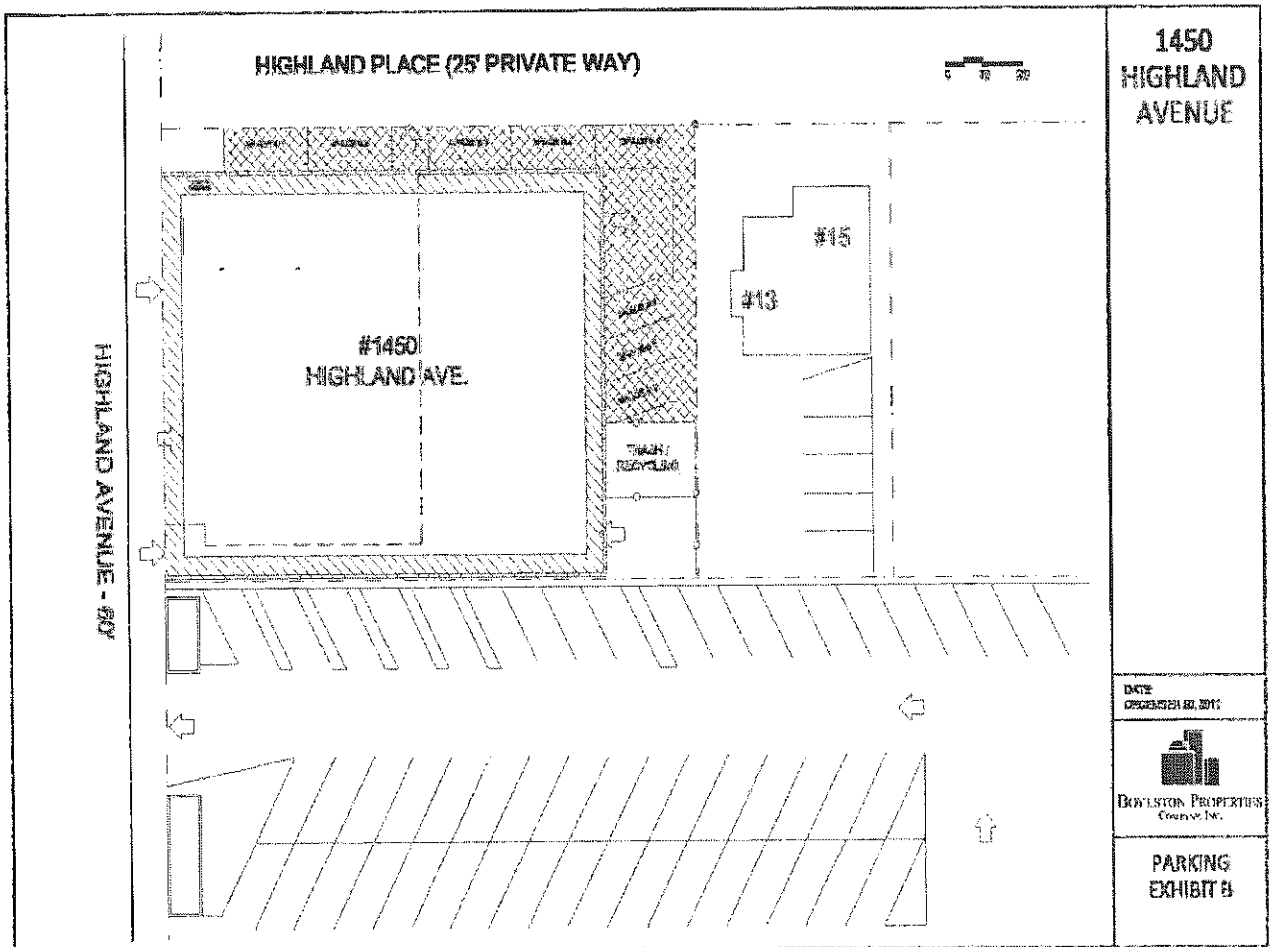
DATE:
DECEMBER 21, 2011

SPACE 10


BOYLESTON PROPERTIES
COMPANY, INC.

EXHIBIT A
1,528 SF





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 Pancho's Taqueria Needham, LLC d/b/a Pancho's Taqueria, Carlos Chavira proposed Manager, has applied for a license to sell alcoholic beverages of the following kind: All Alcoholic beverages (seven days) as a Restaurant at 1450 Highland Avenue. The premise is comprised of 1,528 sq. ft. on one floor that is used for as a restaurant to accommodate 36 patrons. There is one main entrance/exit located in the front of the building and one emergency exit located at the rear of the building. The front of the restaurant will be comprised of a seating area, a bar area with four stools and a take-out station.

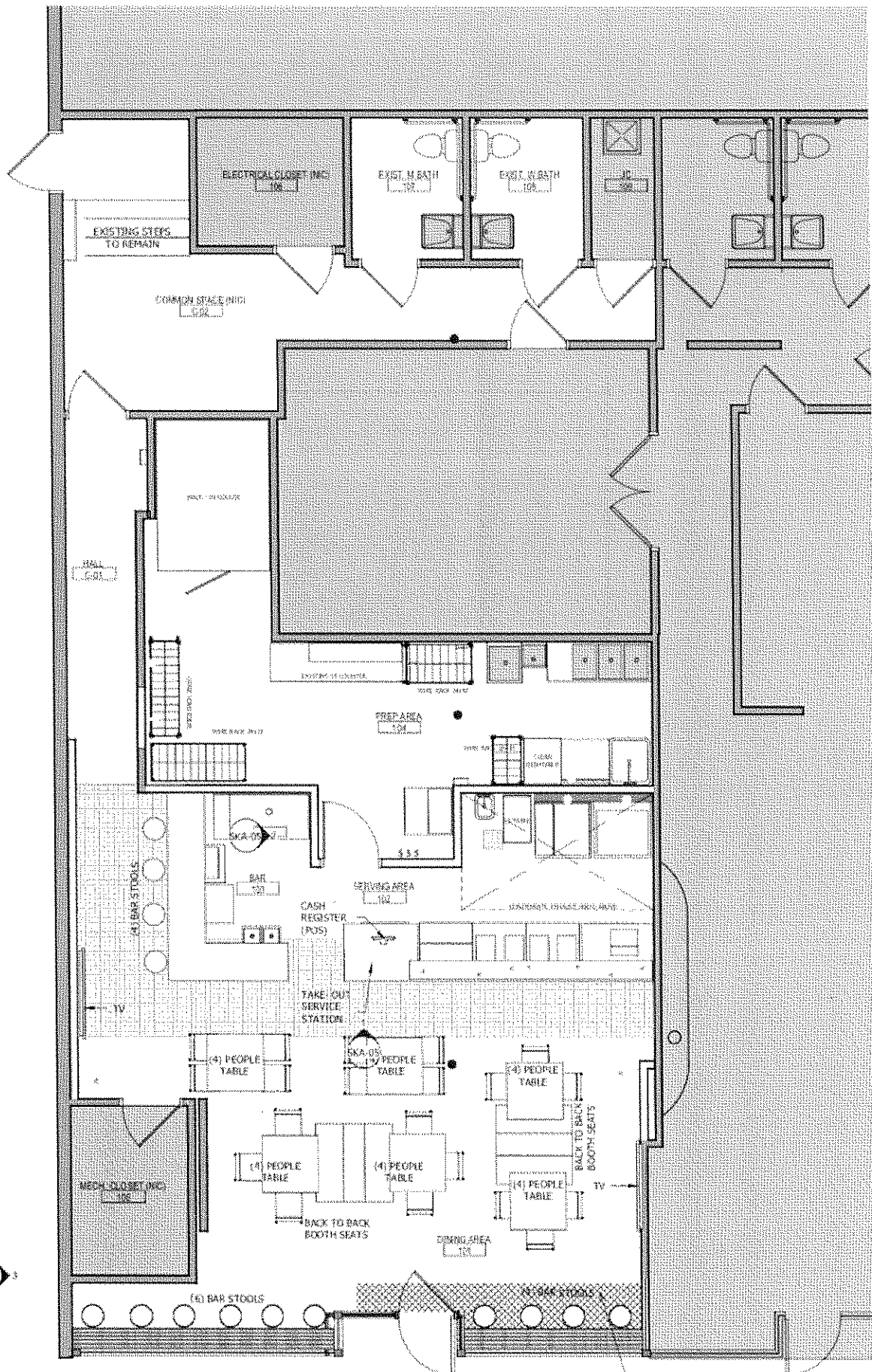
IT IS ORDERED that a public hearing be held for said application at the office of the Select Board acting as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 23rd day of July 2019 at 7:00 o'clock p.m.

Select Board
Licensing Board for the Town of Needham

Needham Times
July 11, 2019

Project No:	18-007140	Designer:	Designer
Drawn By:	Author	Reviewed By:	Checker
Project Manager:	...	Approved By:	Approver

AN-4



DIAGONAL HATCH INDICATES
 ADDITIONAL 53 SF AFTER THE
 NEW STOREFRONT IS
 COMPLETED BY LANDLORD

TOPLIFF STREET ASSOCIATES
LIMITED PARTN
C/O BOYLSTON PROPERTIES
800 BOYLSTON ST SUITE 1390
BOSTON, MA 02199

SULLIVAN, JAMES M, TRUSTEE
C/O SULLIVAN & CO INC
PO BOX 850918
BRAINTREE, MA 02184-0918

MADAN, GUNJAN &
MADAN, RAJNI
10 PICKERING PL
NEEDHAM, MA 02492

TOWN OF NEEDHAM
1471 HIGHLAND AVE
NEEDHAM, MA 02492

HARTMAN, FREDERICK M TR.
FAK NEEDHAM REALTY TRUST
919 GREAT PLAIN AVE
NEEDHAM, MA 02492

MCIVER, CAROLYN R &
MCIVER, CAROLYN D. TR
70 PICKERING ST
NEEDHAM, MA 02492

HEFFERNAN, MICHAEL A. &
HEFFERNAN, ELIZABETH A., TRS.
99 WHITMAN RD
NEEDHAM, MA 02492

905 GREAT PLAIN AVENUE LLC
C/O THE MAKIN GROUP INC
7 HARVARD STREET
BROOKLINE, MA 02445

SULLIVAN, JAMES M, TRUSTEE
C/O SULLIVAN & CO INC
P. O. BOX 850918
BRAINTREE, MA 02184-0918

NATHAN, JOSHUA &
ENGEL, AMY
14 PICKERING PL
NEEDHAM, MA 02492

PETRINI CORPORATION
187 ROSEMARY ST
NEEDHAM, MA 02494

EIP PICKERING STREET LLC
PO BOX 1083
HICKSVILLE, NY 11802-1083

LALLY, JOHN F. &
LALLY, STACIE A.
120 LAKESHORE DR
WESTWOOD, MA 02090

TOWN OF NEEDHAM
PARKING LOT
1471 HIGHLAND AVE
NEEDHAM, MA 02492

1401/1417 HIGHLAND AVE., LLC
C/O DERENZO PROPERTIES, INC
43 CHARLES ST
NEEDHAM, MA 02494-0515

53 CHAPEL STREET LLC
80 NEPONSET AVE
DORCHESTER, MA 02122

THE GATTO FAMILY LIMITED
PARTNERSHIP
85 CHAPEL ST
NEEDHAM, MA 02492

ROMAN CATHOLIC ARCHDIOCES OF
BOSTON
1382 HIGHLAND AVE
NEEDHAM, MA 02492

56 PICKERING LLC
10 UNION ST SUITE B
NATICK, MA 01760

1478 HIGHLAND AVENUE CO., LLC
C/O WALGREEN CO.
PO BOX 1159
DEERFIELD, IL 60015

1451 HIGHLAND AVE LLC
C/O BOYLSTON PROPERTIES
800 BOYLSTON ST STE 1390
BOSTON, MA 02199

TOWN OF NEEDHAM
PARKING LOT
1471 HIGHLAND AVE
NEEDHAM, MA 02492

PESIRIDIS, JAMES, TRS.
ROMA REALTY TRUST
P. O. BOX 1250
BURLINGTON, MA 01803

MCGILLICUDDY, JOSEPH P
9 PICKERING PL
NEEDHAM, MA 02492

GIANNACOPOULOS, PETER +
TZOUROS, NESTOR, TRUSTEES
11 EDGEWATER DR
NEEDHAM, MA 02492

BARTEN, T. PETER JR. &
BARTEN, DEBORAH J.
13 PICKERING PL
NEEDHAM, MA 02492

15 HIGHLAND, LLC
C/O BOYLSTON PROPERTIES
800 BOYLSTON ST SUITE 1390
BOSTON, MA 02199

FIRST PARISH IN NEEDHAM
23 DEDHAM AVENUE
NEEDHAM, MA 02492

FIRST CHURCH OF CHRIST
870 GREAT PLAIN AVE
NEEDHAM, MA 02492

FIRST BAPTIST CHURCH
858 GREAT PLAIN AVE
NEEDHAM, MA 02492

FIRST PARISH IN NEEDHAM
23 DEDHAM AVENUE
NEEDHAM, MA 02492

**TOWN OF NEEDHAM**For Calendar Year: 2019**APPLICATION/ RENEWAL FOR A COMMON VICTUALLER LICENSE**

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

Name of Corporation:

Pancho's Taqueria Needham LLC

Name of Establishment (d/b/a):

Pancho's Taqueria

If business is a Corporation / Corporate Name and Officers:

Carlos Chavira PresidentNohely Chavira-Williams Secretary

If business is not a Corporation, Name of Owner:

Email Address: carlos.chavira@panchositaqueria.com

Address of Establishment:

1450 Highland Ave. Needham MA

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

CARLOS CHAVIRAMailing Address (of contact person), if different from
Establishment:

Establishment's Days of Operation:

Monday to Sunday from 9am - 11pm

Establishment's Hours of Operation:

9am - 11pmManager: CARLOS CHAVIRA# of Staff: 5

- # of

Seats:

Telephone Number: 617 538 0022 Fax Number:

Signature of Owner: [Signature] Date: 7/18/19

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 per person-\$1,000,000 aggregate for personal injury and \$100,000 per occurrence for property damage before your alcoholic beverages license will be renewed.

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

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)

Either a Social Security Number

Date (required)

7/18/19

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

Carlos Chavira
Sent from my iPhone

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

required by chapter seventy-one to children of compulsory school age.
This section shall not apply to an extension of licensed premises provided
said extension does not exceed fifty feet.



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 7/23/2019

Agenda Item	Sign Notice of Traffic Regulation – Glen Gary Road
Presenter(s)	Richard P. Merson, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED Vehicles parking on both sides of Glen Gary Road will interfere with emergency vehicle access to the temporary public safety building located at the former Hillside School. The proposed regulation would eliminate parking on the west side of the street and provide the additional road width necessary to safely accommodate emergency vehicles travelling on the roadway.
2.	VOTE REQUIRED BY SELECT BOARD <u>Suggested Motion:</u> "That the Board vote to approve and sign the Notice of Traffic Regulation Permit #P19-07-23 for Glen Gary Road, Parking Prohibited, West side, from West Street to Castle Place"
3.	BACK UP INFORMATION ATTACHED 1. Copy of Traffic Regulation P19-07-23 2. Plan showing proposed, "No Parking" Sign locations

MM
7/18/19

TOWN OF NEEDHAM
SELECT BOARD

NOTICE OF TRAFFIC REGULATION

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

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

By adding to Schedule I – PARKING of Article V, Section 5-6, the
following:

PROHIBITED

GLEN GARY ROAD – West side, from West Street to Castle Place,
Permit P19-07-23.

VOTED: by the Select Board at a meeting held on Tuesday, July 23, 2019

SELECT BOARD

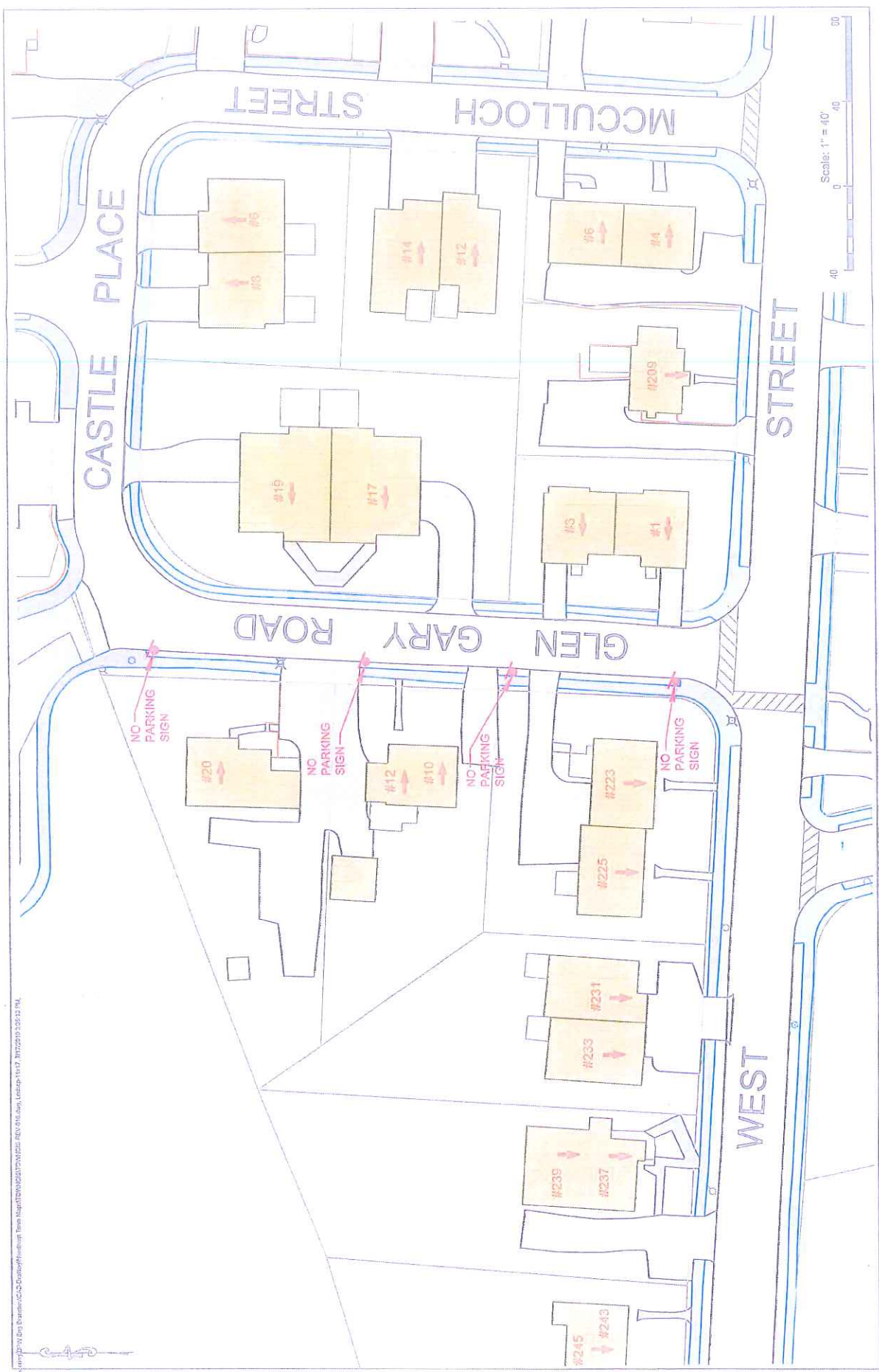
Permit No. P19-07-23

Date of Passage _____

Attest of Town Clerk _____

ma
7/23/19

Map created by City of San Francisco, Department of Public Works, Engineering Division, Planning and Design Section, 2015. All rights reserved. No part of this map may be reproduced without written permission from the City of San Francisco. 11/17/2015 10:00 AM.



CASTLE PLACE

McCULLOCH STREET

GLEN GARY ROAD

STREET

WEST

Scale: 1" = 40'

NO PARKING SIGN

NO PARKING SIGN

NO PARKING SIGN

NO PARKING SIGN

#20

#12

#10

#223

#225

#239

#237

#233

#231

#245

#243

#19

#17

#14

#12

#13

#1

#209

#16

#14

#18

#16



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 7/23/2019

Agenda Item	Sign Notice of Traffic Regulation – Glover Road -- Louart Drive
Presenter(s)	Richard P. Merson, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED The abutters of Glover, Cynthia Road, and Louart Drive have expressed their concerns of cut-through commuter traffic associated with the opening of the Sunita Williams School. They have brought forth a petition, with support from the Building Design and Construction Department, a TMAC request for, “Do not enter signs” during school drop off and pick up hours at Glover Road and Louart Drive, while Cynthia Road will remain open to traffic flow in both directions. After follow up discussions with the Select Board’s office, the Police Chief has agreed to support the installation of the signs as proposed to TMAC: “Do Not Enter 7:30 – 9:00 AM and 2:00 – 3:30 PM”.
2.	VOTE REQUIRED BY SELECT BOARD <u>Suggested Motion:</u> <i>“That the Board vote to approve and sign the Notice of Traffic Regulation Permit #R19-07-23 for Glover Road and Louart Drive, Do Not Enter, Eastbound from Central Avenue, 7:30-9:00 AM and 2:00-3:30 PM”</i>
3.	BACK UP INFORMATION ATTACHED 1. Copy of Traffic Regulation R19-07-2 2. Sign Location Diagram Glover Road and Louart Drive

7/18/19

TOWN OF NEEDHAM
SELECT BOARD

NOTICE OF TRAFFIC REGULATION

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

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

That Article VII Section 7-7 relative to PROHIBITED AND
MANDATORY TURNING MOVEMENTS changes be made by adding
to Schedule XIII – DO NOT ENTER, the following:

GLOVER ROAD – Eastbound from Central Avenue, 7:30-9:00 AM and
2:00-3:30 PM, Permit R19-07-23.

LOUART DRIVE– Eastbound from Central Avenue, 7:30-9:00 AM and
2:00-3:30 PM, Permit R19-07-23.

VOTED: by the Select Board at a meeting held on Tuesday, July 23, 2019

SELECT BOARD

Permit No. R19-07-23

Date of Passage _____

Attest of Town Clerk _____

TW
7/23/19



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

**MEETING DATE: 07/23/2019
DISCUSSION CONTINUATION from 6/25/2019**

Agenda Item	Public Hearing - Verizon Wireless
Presenter(s)	Victor Manougian, McLane Middleton

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Cellco Partnership d/b/a Verizon Wireless requests permission to install install one (1) small cell wireless antenna, and all necessary sustaining and protecting fixtures, on an existing utility pole, located on a public way on Verizon Site Name Needham SCo2, Utility Pole Number 16/16 at 228 Brookline Street in Needham, MA. The Department of Public Works has approved this petition, based on Verizon's commitment to adhere to the conditions in the Order for this petition. NOTE THAT THE PUBLIC COMMENT PORTION OF THIS HEARING WAS CLOSED DURING THE 6/25/2019 MEETING.	
2.	VOTE REQUIRED BY SELECT BOARD
<u>Suggested Motion:</u> <i>Move that the Select Board approve and sign a petition from Cellco Partnership d/b/a Verizon Wireless to install a wireless small cell antenna and supporting equipment on Verizon Site Name Needham SCo2, Utility Pole Number 16/16 at 228 Brookline Street, Needham.</i>	
3.	BACK UP INFORMATION ATTACHED
a. Grant of Location Petition Review Sheet from DPW b. Petition Letter of Application c. Order d. Petition Plan e. Notice Sent to Abutters f. List of Abutters Supporting documentation (Affidavit of RF Engineer, report of Donald Haes, Jr., Radiation Specialist, FCC Authorization, Map of Needham Antenna Sites) on file in Office of Town Manager.	

**TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT**

P.O. Box 920364 NEEDHAM, Ma. 02492 Telephone: (781) 455-7550
www.needhamma.gov/dpw

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD

2019 JUN 12 P 1:16

TO: Nikki Witham, Selectmen Office
FROM: Judy Laffey, DPW Office
DATE: 6/12/19
RE: 228 Brookline St.

For Selectmen Meeting of June 25, 2019
Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 5-31-19

REVIEWER: RWW.

SITE LOCATION: #228 BROOKLINE ST.

UTILITY REQUESTING: VERIZON

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 _____

D Other CELL TRANSMITTER ON POLE Peer Review TH Div. Head Review TH for MD 6/12/19

- | | |
|---|---|
| ☐ Petition Plan Consistent with Field Review | ☐ Old Pole Removed <u>N/A</u> |
| ☐ Diameter of Conduit <u>N/A</u> | ☐ Cables Transferred to New Pole |
| ☐ Depth of Conduit <u>N/A</u> | ☐ New Riser on Pole <u>N/A</u> |
| ☐ Utility Conflicts | ☐ Visible Trench Patch across Road/Sidewalk <u>N/A</u> |
| ☐ Crossing Perpendicular to Road <u>N/A</u> | ☐ Abutters List Complete |
| ☒ Public Road | ☐ Photos Included |
| ☐ Double Pole <u>NO</u> | |

Department Head R. Menden ok

COMMENTS:

INSTALLATION OF CELL TRANSMITTER ON POLE #16/16
IN FRONT OF #228 BROOKLINE ST.



RECEIVED
TOWN OF NEEDHAM
SELECT BOARD
2019 MAY 24 A 11:00

VICTOR V. MANOUGIAN
Direct Dial: 603-628-1310
Email: victor.manougian@mclane.com
Admitted in NH, MA and ME
900 Elm Street, P.O. Box 326
Manchester, NH 03105-0326
T 603.625.6464
F 603.625.5650

May 23, 2019

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

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

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

Location: Utility Pole 16/16, 228 Brookline Street

Dear Chair Bulian and Select Board Members:

The purpose of this letter is to submit a Grant of Location Petition to install wireless communications equipment on utility pole number 16/16 in Needham's public right of way in accordance with Chapter 166, Section 22 of the Massachusetts General Laws.

I. APPLICATION MATERIALS

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

1. One (1) Petition;
2. One (1) Order;
3. One (1) Radio Frequency Report;
4. One (1) RF Emissions Report;
5. One (1) Federal Communications Commission ("FCC") License;
6. One (1) Verizon and Eversource Pole Attachment License;
7. One (1) 11" x 17" plan-set dated February 8, 2019 and
8. Excerpts from the FCC Order 18-133.

*26' to house
2' to driveway*

II. PROJECT NARRATIVE & SMALL CELL TECHNOLOGY

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

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

The Small Cell installation proposed in this Grant of Location Petition will primarily consist of a 38.7" tall by 12" wide canister antenna that will be mounted on the side of the existing utility pole at an antenna centerline height of 19'7"± above ground level. As noted above, the antenna itself is enclosed in a cylindrical gray fiberglass container designed to specifically resemble electric transformers used on utility poles throughout the United States. All equipment proposed herein 1) complies with applicable FCC radio frequency emissions regulations, 2) requires minimal maintenance, and 3) does not impact utility, school, traffic or other municipal resources.

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

III. MUNICIPAL REVIEW OF CRAN AND SMALL CELL TECHNOLOGY

Under Massachusetts law, the grant of location process enables municipalities to oversee infrastructure development in the Commonwealth's public ways. M.G.L. c. 166, § 22. This process balances the goal of maintaining useable and navigable public ways with the Commonwealth's continued need for infrastructure development, and directly intersects with

federal telecommunications laws. M.G.L. c. 166, § 21; 47 U.S.C. § 332(c)(7). Generally, federal telecommunications law seeks to expedite wireless infrastructure development by imposing certain limitations on local regulation of wireless facilities. 47 U.S.C. § 332(c)(7). As such, when considering Grant of Location Petitions for wireless telecommunications facilities, Select Boards must consider that Massachusetts and the federal government specifically seek to encourage expedited development of wireless communications infrastructure, and that the TCA prohibits municipalities from taking action that prohibits or delays such development.

More recently, the FCC issued an interpretation of the effective prohibition standard contained in the Telecommunications act of 1996 and issued an order that became effective in January of this year. The Town of Needham conditions regarding grant of location for installation of antennas and related equipment were adopted before this FCC Order. We have attached a copy of the first page and the section referenced below of the FCC for review by the Town and its legal counsel. (The entire Order contains 116 pages and is too large to submit with this grant of location petition).

Conditions 9 and 10, regarding the 50' and 20' set back requirements (from homes and driveways, respectively) run afoul of the recent FCC Order. The small cell separation requirement, which attempts to prohibit in installations within 50 feet of a home and 20 feet from a driveway appear intended to address RF emissions. Where small cells meet the FCC's emission standards, however, Section 332 of the Act proscribes local regulation of the facilities on the basis of the effects of RF emissions. See 47 U.S.C. § 332(c)(7)(B)(iv). To the extent the concern here relates to aesthetic impact, the provision is unreasonable and discriminatory. Small cells are intended to add capacity to those areas most frequently traversed by wireless users, which are often near the very buildings listed in the conditions. The FCC made clear in the Order that anything that materially inhibits a provider's ability to improve its existing network (which includes densification) or add new technology will constitute an "effective prohibition" under Section 332. See Order at ¶67." As a result, we have eliminated those two requirements from our proposed grant of location order.

Town of Needham
Board of Selectmen
May 23, 2019
Page 4

IV. CONCLUSION

For the aforementioned reasons, Verizon respectfully requests that the Board of Selectmen execute the Grant of Location Order submitted herein. Please contact me with questions at 603-628-1310 or victor.manougian@mclane.com.

Sincerely,



Victor V. Manougian

VVM/jle

Enclosures

cc: R. Colorusso, Nexius

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

May 23, 2019

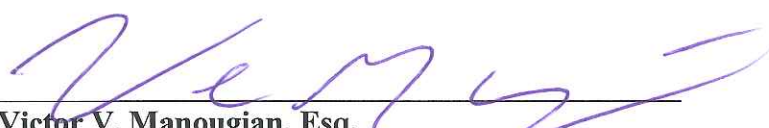
Board of Selectmen
Town of Needham, Massachusetts
1471 Highland Avenue
Needham, Massachusetts 02492

Cellco Partnership, d/b/a Verizon Wireless ("Verizon"), hereby requests permission to locate small cell wireless antennas, and all necessary sustaining and protecting fixtures, on an existing utility pole, located on a public way on **228 Brookline Street in Needham, Massachusetts**, and as more particularly shown on plans titled **Needham SC02 MA**, dated **February 9, 2019**, and attached hereto as Exhibit A.

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

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

CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS



Victor V. Manougian, Esq.

Attorney for Cellco Partnership d/b/a Verizon Wireless

PREPARED BY:

NEXIUS
TRANSFORM YOUR BUSINESS THROUGH NEXIUS

A&E OFFICE:
300 APOLLO DRIVE, SUITE 7
CHELSEA, MA 01824
1 (978) 795-1882

PROFESSIONAL STAMP



THIS DOCUMENT IS THE DESIGN
PROPERTY AND COPYRIGHT OF NEXIUS
AND FOR THE EXCLUSIVE USE BY THE
CLIENT. NO PART OF THIS DOCUMENT
WITHOUT THE EXPRESS WRITTEN
CONSENT OF THE CREATOR IS
STRICTLY PROHIBITED.

DRAWING SCALES ARE INTENDED FOR
11"x17" SIZE PRINTED MEDIA ONLY.
ALL OTHER PRINTED SIZES ARE
DEEMED "NOT TO SCALE".

SUBMITTALS		
REV	DATE	DESCRIPTION
0	10/24/16	FOR CONSTRUCTION
1	10/24/16	REMOVED PER COMMENTS
2	10/24/16	REMOVED PER COMMENTS
3	10/24/16	FINAL LE

SITE INFO:

SITE NAME:
NEEDHAM_SC02_MA

SITE ADDRESS:

U/P NO.: 16/16
228 BROOKLINE STREET
NEEDHAM, MA 02492

CHECKED BY: **RS** DATE: **02/08/19**
PROJECT NUMBER:

SHEET NUMBER:

LE-1

LEASE EXHIBIT

SITE NAME:
NEEDHAM_SC02_MA
LOCATION CODE:
390168
SITE ADDRESS:
UTILITY POLE NO.: 16/16
228 BROOKLINE STREET
NEEDHAM, MA 02492



1 KEY PLAN
SCALE: 1" = 50'



APPROX. NORTH

POLE COORDINATES	LATITUDE (NAD83)	LONGITUDE (NAD83)
42° 17' 15.34" N	71° 13' 26.59" W	
GROUND ELEVATION	220' A.M.S.L. (NN088)	

PREPARED BY:

NEXIUS
TRANSFORM YOUR BUSINESS, THROUGH WIRELESS

AAE OFFICE: SUITE 7
300 APOLLO DRIVE, CHELSEA, MA 02424
1 (872) 755-1882

PROFESSIONAL STAMP



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DRAWING SCALES ARE INTENDED FOR
11"x17" SIZE PRINTED MEDIA ONLY.
ALL OTHER PRINTED SIZES ARE
DEEMED "NOT TO SCALE".

SUBMITTALS		REV	DATE	DESCRIPTION	BY
0	12/24/16	FOR CONSTRUCTION	AM		
1	12/27/16	REVISED PER COMMENTS	BT		
2	12/27/16	REVISED PER COMMENTS	BT		
3	12/27/16	FINAL LE	AM		

SITE INFO

SITE NAME:
NEEDHAM_SC02_MA

SITE ADDRESS:

U/P NO.: 16/16
228 BROOKLINE STREET
NEEDHAM, MA 02492

CHECKED BY: **RS**

DATE: **02/08/16**

PROJECT NUMBER:

SHEET NUMBER:

LE-2

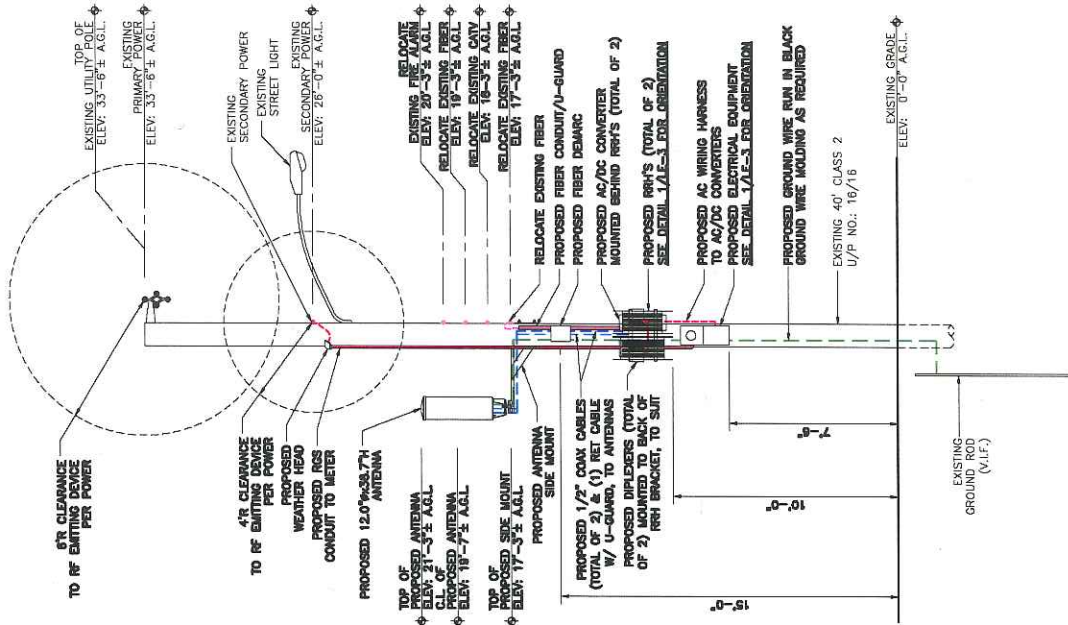
LEASE EXHIBIT

LEASE EXHIBIT

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

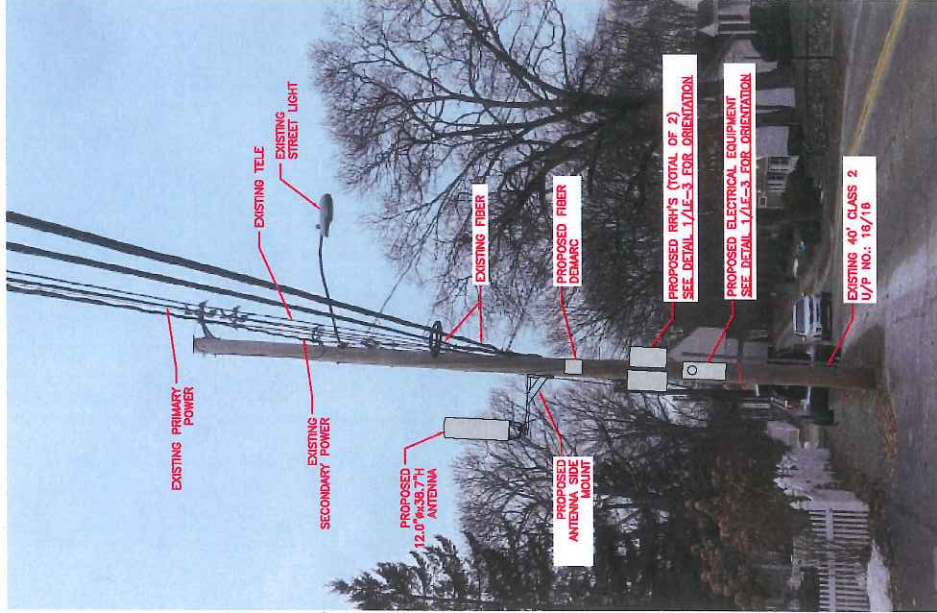
NOTES:

1. LESSEE SHALL MAKE ARRANGEMENTS WITH THE
LOCAL ELECTRICAL UTILITY TO LOCATE THE
POSITION OF THE EXISTING OVERHEAD PRIMARY
POWER LINES AT SUBJECT UTILITY POLE TO
PROVIDE THE REQUIRED CLEARANCE FOR THE
INSTALLATION OF THE PROPOSED LESSEE OF THE
ANTENNA AND ALL APPEARANCES SHALL MEET
THE REQUIREMENTS OF NATIONAL GRID AND THE
2012 NATIONAL ELECTRICAL SAFETY CODE.



1 ELEVATION
3/16\"/>

2 PHOTO DETAIL
N.T.S.



PREPARED BY:

NEXIUS
WIRELESS COMMUNICATIONS
300 APOLLO DRIVE, SUITE 7
CHILMARK, MA 01924
1 (978) 755-1882

PROFESSIONAL STAMP
COMMONWEALTH OF MASSACHUSETTS
JIMMY CHENDANA
STRUCTURAL
No. 53634
REGISTERED PROFESSIONAL
Jimmey Chendana

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ALL OTHER PRINTED SIZES ARE
DEEMED "NOT TO SCALE".

REV	DATE	DESCRIPTION	BY
1	10/16/16	FOR CONSTRUCTION	MA
2	10/16/16	REVISED FOR COMMENTS	MA
3	10/16/16	REVISED FOR COMMENTS	MA
4	10/16/16	FINAL LE	MA

SITE INFO:

SITE NAME:
NEEDHAM_SC02_MA

SITE ADDRESS:

U/P NO.: 16/16
228 BROOKLINE STREET
NEEDHAM, MA 02492

CHECKED BY: KB

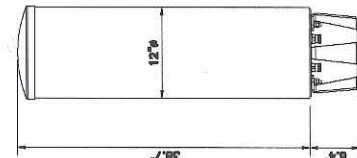
DATE: 02/08/19

PROJECT NUMBER:

SHEET NUMBER:

LE-3

LEASE EXHIBIT

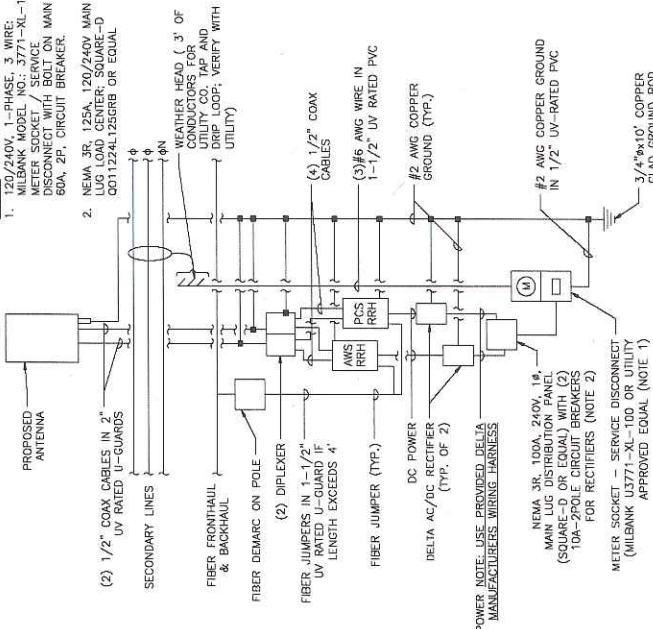


ANTENNA SPECIFICATIONS		
COMMSCOPE	- NH36COM-DG-2XR	
DIMENSIONS	12" x 36.7"	
WEIGHT	33.7 LBS	

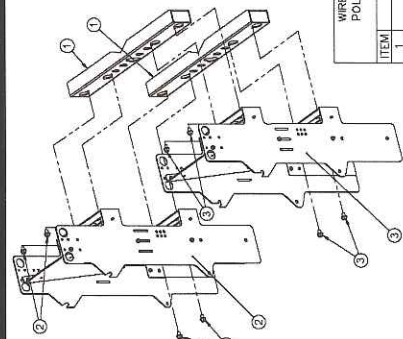
3 ANTENNA SPEC.
N.T.S.

NOTES:
1. 120/240V, 1-PHASE, 3 WIRE;
MILBANK MODEL NO.: 3771-XL-100
METER SOCKET / SERVICE
DISCONNECT WITH BOLT ON MAIN
60A, 2P, CIRCUIT BREAKER.

2. NEMA 3R, 125A, 120/240V MAIN
LUG LOAD CENTER; SQUARE-D
0011224L125GRB OR EQUAL

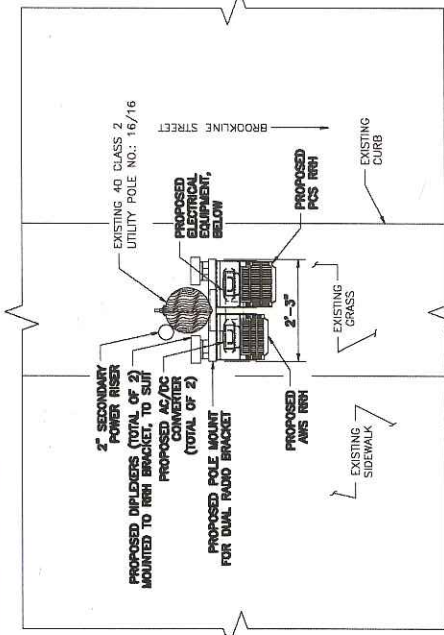


7 GENERAL WIRING DIAGRAM
N.T.S.



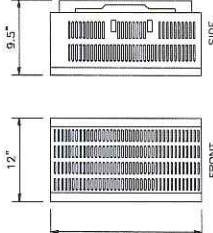
WIRELESS CONSTRUCTION, INC. POLE/WALL MOUNT FOR DUAL RADIO BRACKET		
ITEM	DESCRIPTION	QTY.
1	DOUBLE MOUNT	2
2	700MHZ RRH RACK W/ SUPPORTED HARDWARE	1
3	100MHZ RRH RACK W/ SUPPORTED HARDWARE	1

2 RRH MOUNTING BRACKET SPEC.
N.T.S.

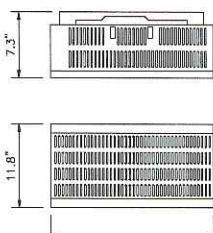


1 RRH ORIENTATION PLAN
N.T.S.

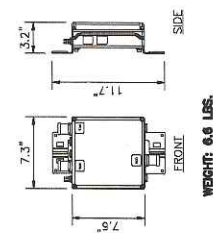
APPROX. NORTH



PCS RRH
WEIGHT: 55.0 LBS.



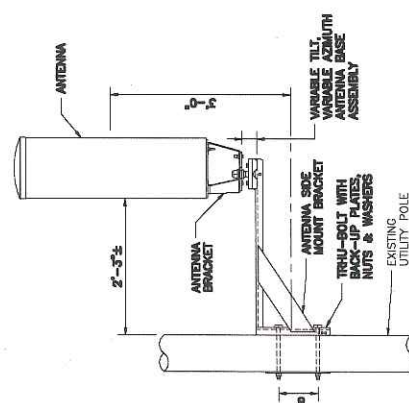
AWS RRH
WEIGHT: 54.0 LBS.



WEIGHT: 6.6 LBS.

5 RRH SPEC.
N.T.S.

4 DIPLEXER SPEC.
N.T.S.



6 ANTENNA MOUNTING DETAIL
N.T.S.

TOWN OF NEEDHAM
BOARD OF SELECTMEN

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

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

IT IS HEREBY ORDERED:

That Celco Partnership d/b/a Verizon Wireless ("Verizon") is granted location and permission to install and maintain wireless equipment and all sustaining and protecting fixtures on an existing utility pole located on a public way on **228 Brookline Street in Needham, Massachusetts**, as requested by Verizon's Petition for Pole and Wire Locations Under MGL c. 166 §§ 22 and 25A, dated **May 23, 2019**.

All construction under this order shall be in accordance plans titled **Needham SCO2 MA**, dated **February 8, 2019**.

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

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

Such plans, including all notes shown thereon, are hereby incorporated as part of this Order. This Grant of Location is made subject to the following conditions:

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

UPDATED: Please Note this notice has been updated with a new time and corrected house number. All other information remains the same.



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:00 p.m. on June 25, 2019** upon petition of Cellco Partnership d/b/a Verizon Wireless dated **May 23, 2019** to install one (1) small cell wireless antenna, and all necessary sustaining and protecting fixtures, on an existing utility pole, located on a public way or part of way along which the cell antenna above referred to may be installed: Verizon Site Name Needham SC02 MA, Utility Pole Number 16/16 at ~~288~~ **228** Brookline Street, Needham.

A public hearing is required, and abutters should be notified.

If you have any questions regarding this petition, please contact Victor Manougian of McLane Middleton, at 603-628-1310.

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

SELECT BOARD

Dated: June 12, 2019

228 BROOKLINE ST

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
CARDINALI, WALTER M. & SONIA	CARDINALI, CARL E.	235 BROOKLINE ST	NEEDHAM	MA	02492	1990560001000000	235 BROOKLINE ST
ALPER, NEIL O. +	ALPER, CAROL D.	245 BROOKLINE ST	NEEDHAM	MA	02492	1990560001100000	245 BROOKLINE ST
ZADEH, RODAN &	ZADEH, EMILY S.	227 BROOKLINE ST	NEEDHAM	MA	02492	1990560000900000	227 BROOKLINE ST
GUSTAFSON, DEBORAH A. &	WILLIAMSON, SHIRLEY M.	21 DELL AVE	NEEDHAM	MA	02492	19902900005600000	21 DELL AVE
MA, QIU FU &	XIONG, YANHONG	215 BROOKLINE ST	NEEDHAM	MA	02492	1990560000700000	215 BROOKLINE ST
MAXWELL, STEVEN R. &	MAXWELL, HELEN	234 BROOKLINE ST	NEEDHAM	MA	02492	19902900003100000	234 BROOKLINE ST
DESAULNIERS, JANET C. &	IRITI, DOMENCO	222 BROOKLINE ST	NEEDHAM	MA	02494	19902900005800000	222 BROOKLINE ST
BORSKIY, ALEXANDER &	BORSKIY, DARYA	12 HOLMES ST	NEEDHAM	MA	02492	19902900003200000	12 HOLMES ST
RIXNER, BRIAN PATRICK &	RIXNER, CARA JOAN	20 HOLMES ST	NEEDHAM	MA	02492	19902900003300000	20 HOLMES ST
VAIDA, SANDOR &	VAJDANE, GABRIELLA	228 BROOKLINE ST	NEEDHAM	MA	02492	19902900003700000	228 BROOKLINE ST
CHENG, YUAN & FENG, YAN	HYPERSUN PROPERTIES, LLC	191 BURROUGHS RD	BOXBOROUGH	MA	01719	1990560000800000	219 BROOKLINE ST
RIZZO, MICHAEL R.		216 BROOKLINE ST	NEEDHAM	MA	02492	19902900005900000	216 BROOKLINE ST

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



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 7/23/2019

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

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will review with the Board the preliminary list of warrant articles for the October 28, 2019 Special Town Meeting. The Board is scheduled to open the warrant on August 20th and close the warrant on September 10th.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion Only.	
3.	BACK UP INFORMATION ATTACHED
a. Preliminary List of Warrant Articles dated 7.23.2019	

**Preliminary List of Warrant Articles
October 28, 2019 Special Town Meeting
Draft 7.23.2019**

1. FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM FIRE UNION
 2. FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM POLICE UNION
 3. FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM POLICE SUPERIOR OFFICERS ASSOCIATION
 4. AMEND THE FY2019 OPERATING BUDGET
 5. APPROPRIATE TNC FUNDS
 6. OTHER APPROPRIATIONS
 7. AMEND ZONING BY-LAW – ACCESSORY DWELLING UNITS
 8. AMEND ZONING BY-LAW – HIGHWAY COMMERCIAL DISTRICT
 9. STORMWATER FUND
-



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 7/23/2019

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

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



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 7/23/2019

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

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



Memorandum

To: Christopher Coleman, Assistant Town Manager/Director of Operations
From: Timothy Muir McDonald, Director, Health and Human Services
Date: June 24, 2019
Re: 20B Exemption – Traveling Meals Summer Program

The Needham Public Health Division hires seasonal packers/drivers to staff the Traveling Meals Program during the summer months when volunteers are not available. The Summer Traveling Meals Program may run from June 20, 2019 thru August 31, 2019.

The seasonal packer/driver hired by the Public Health Division listed below, is an employee that works in a Town of Needham school during the academic year. This employee has no overlap in duties or responsibilities because the summer Traveling Meals Program operates during the time when school is not in session.

Name	SS	School Year Employment
Catherine Murray		Broadmeadow School Cafeteria Worker

Sincerely,

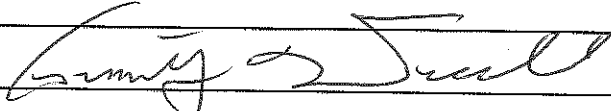
Timothy Muir McDonald
Director of Public Health, Town of Needham

CC: Maryanne Dinell, Traveling Meals Program Coordinator
Theodora Eaton, Town Clerk
Rachel Glisper, Director of Human Resources

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.

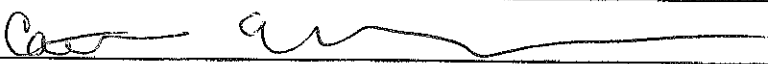
CERTIFICATION BY HEAD OF CONTRACTING AGENCY

INFORMATION ABOUT HEAD OF CONTRACTING AGENCY	
Name:	Timothy Muir McDonald
Title/ Position	Director, Health and Human Services
Municipal Agency:	Town of Needham
Agency Address:	1471 Highland Ave Needham, MA 02492
Office Phone:	781-455-7940
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:	7/12/2019

**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:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. Hired for traveling meals packing/driver for summer
Date when you acquired a financial interest	6/20/19
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. ☒ The services will be provided outside my normal working hours as a municipal employee. ☒ The services are not required as part of my regular duties as a municipal employee. ☒ For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	
Date:	6/20/19

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.

**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:	Catherine E Murray
Title/ Position	Broadmeadow School Cafeteria Worker
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 Public Schools
Agency Address	1300 Highland Ave Needham, MA 02492
Office phone:	781-455-0400
Office e-mail:	mdine11@needham.gov
	Check one: ☐ Elected or ☒ Non-elected
Starting date as a municipal employee.	8/31/2000
BOX # 1	ELECTED MUNICIPAL EMPLOYEE
Select either STATEMENT #1 or STATEMENT #2.	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.
Write an X beside your financial interest.	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	NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE
Select either STATEMENT #1 or STATEMENT #2.	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 -- ☐ 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.
FINANCIAL INTEREST IN A MUNICIPAL CONTRACT	
Name and address of municipal agency that made the contract	public Health Department - Traveling meals 1471 Highland Ave Needham, MA 02492
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. ☒ My Municipal Agency is not the contracting agency. ☒ My Municipal Agency does not regulate the activities of the contracting agency. ☒ 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. ☒ 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. packer/driver for Summer traveling meals program
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?



Town of Needham, Massachusetts Road Event Form

INTERNAL USE ONLY

☒ DPW	☒ Police
☒ Fire	☐ OTM
☒ Park & Rec	☒ Paid
☐ PFD	

TYPE OF EVENT: (check all that apply)

☒ RUN ☐ WALK ☐ BICYCLE ☐ MOTORCYCLE

Name of Event:

~~Bigg Steps~~
BIGG Steps 5K

Name of Organization:

Sean D. Biggs Memorial Foundation

Has this event been conducted in other Towns in the past? ☐ YES ☒ NO

If yes, name of Town and date:

Has this event been held in Needham in the past? ☒ YES ☐ NO

If yes, are you repeating the same route as in prior year(s)? ☒ YES ☐ NO

Organization Mailing Address:

99 Pond Ave #523

Brookline, MA
02445

Organization is
☒ **Not-for-Profit**

Organization Billing Address (if Police Detail is required):

SAME

Primary Contact:

Chris George

Contact Title:

Race Director

Contact Address:

394 Cherry St
Newton, MA 02465

Contact Phone (Day):

617-502-9619

Contact Phone (Cell):

339-227-0083

Contact Email:

george.christopher.d@gmail.com

Event Date(s): 11/17/19	Date Expected to be in Needham: 11/17/19
Earliest Time Expected in Needham: 6:00 am (Setup)	Latest Time Expected in Needham: 12:30 PM (broken down)
Number of Expected Participants: 300	Number of Expected Spectators at Peak Time: 50
Are participants charged a fee? ☒ YES ☐ NO	
Estimated Number of Vehicles: 50-60	What type of Parking is required: Broadmeadow School Lot and side streets off Broadmeadow Road
Describe Parking Plan, include where participants and spectators will park and length of time expected to be parked: Participants arrive at ~8:30 am. Volunteers direct them to side streets - Tudor; Thornton; & Rodwell. There is no parking on Broad Meadow or Bird. Peak Parking is 9:15 am to 11:00 a.m.	
Are event organizers available to meet with members of the Town to plan event? ☒ YES ☐ NO	Do event organizers foresee the need for any road closures (subject to police review)? ☐ YES ☒ NO we rely on MPD whatever they think is best.
What will be done in case of inclement weather? Cancellation or reschedule to 11/24 or 12/1 if available	
Will neighborhoods be impacted by parking and traffic? Minimally - the hardest points will be ~10:10 am until 10:35 am when runners are on road.	
What activities are planned for the start of the race (if in Needham)? Announcements (safety, traffic, course info)	
What activities are planned for the end of the race (if in Needham)? Bouncy House, Raffle, Awards	

What facilities are needed for the start of the race (if in Needham)? Broadmeadow School Cafeteria & Parking lot.	
What facilities are needed for the end of the race (if in Needham)? Same	
Once the event begins, how long will it take to complete the event? 3.5 hours First Race - MCLB - 9:00 AM Second Race - Sh - 10:00 AM	
Are signs requested to post at the start of the race? At the end of the race? Are signs requested for along the route?	No - we provide our own
Will volunteers be placed along the route?	- Yes
Will you be using a sound system? (includes music) If yes, please describe where and when it will be used.	Yes - DJ Keith Levine will set up in parking lot @ 8:00 am
Will there be any food served? (contact Needham Health Dept: 781-455-7500 x262)	Yes - Bananas & Bagels
Will portable toilets be used? List locations.	Yes - Back of Parking lot - off road
Will hydration stops be set up along route? If yes, please include these on route plan.	Yes
If the event takes place after dark, what is the plan to meet lighting needs?	N/A
What safety measures are being made for participants and spectators? What are plans for handling first aid and medical emergencies?	1) Closed off running lane 2) Course Marshals 3) Police Details 4) Med Tent @ Start/Finish
Does the event take place during commuter times?	No
Is school in session during the event? Will school drop off or pick up be impacted by the event?	No
Are businesses open during the time of the event?	None along course
Does the route pass any business that might be impacted by the event? (e.g. funeral homes, markets, restaurants)	No

Are there any churches/houses of worship located along the event route? Will church/house of worship services take place during the event?	Greendale Ave Worship Center No interference w/ that facility or patrons
What is the plan to handle trash?	We clean up after ourselves and hire a custodian

Please return the completed application and attachments to the Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, MA 02492:

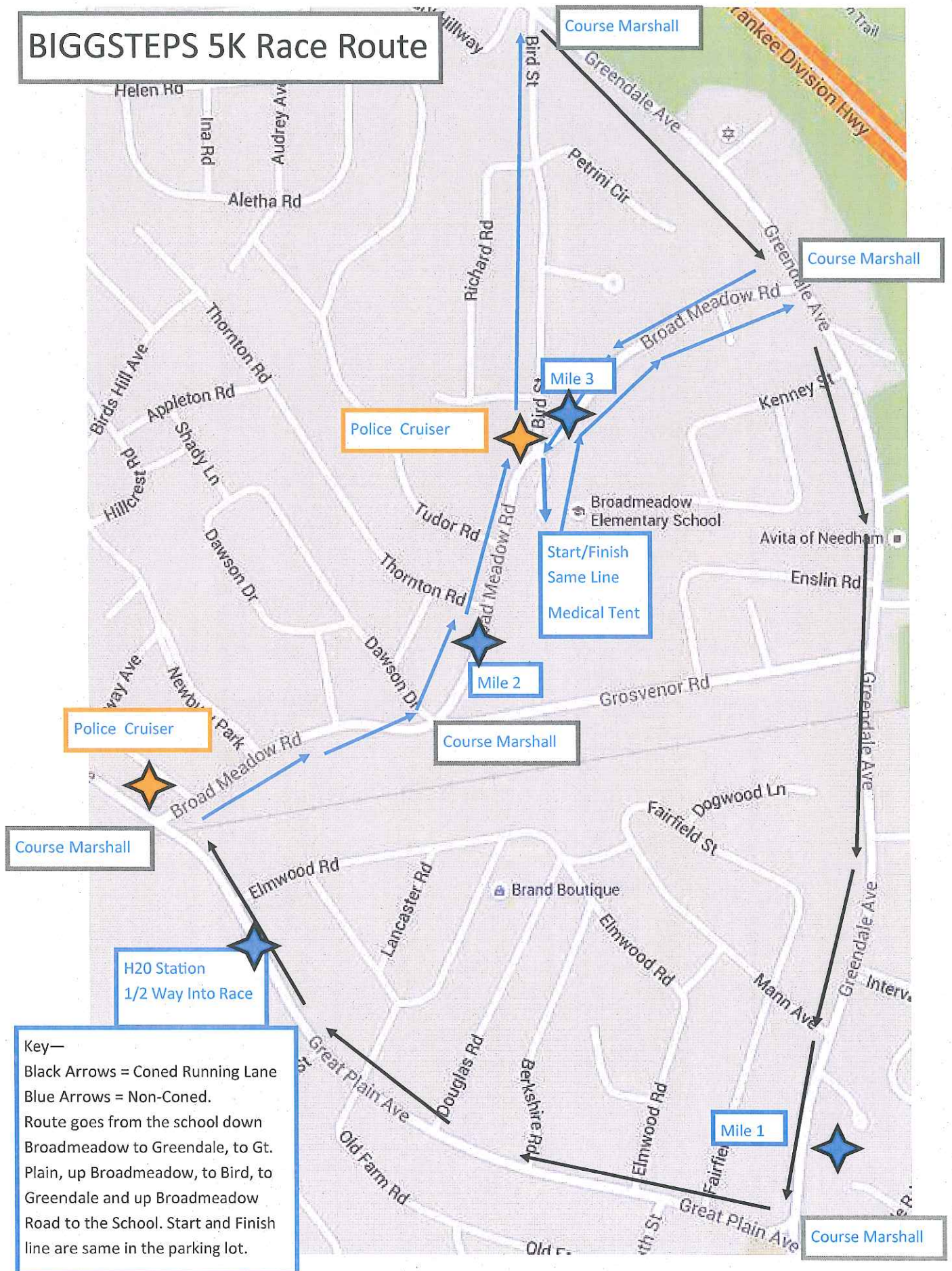
- event route map (include map and text of route, parking plan, volunteer placement)
- application fee (\$25 events that start and end in Needham; \$50 event passes through Needham)
- certificate of insurance

PLEASE NOTE:

For Road Events scheduled more than 4 months out from application receipt date, a soft hold will be placed on the date, but final approval will not be granted until under the 4 month window. This is due to unforeseen conditions which may impact this event.

Certificate of Insurance
to be provided by
USA Track & Field

BIGGSTEPS 5K Race Route





Course
Marshall

ONE MILE RUN
Start/Finish in Lot
Greendale is
Coned Off

Course
Marshall

POLICE

Broadmeadow
Elementary School

**ONE DAY SPECIAL LICENSE
TOWN OF NEEDHAM BOARD OF SELECTMEN
EVENT INFORMATION SHEET**
(Please complete and attach event flyer or other information.)

Event Manager Name (Name that will appear on license)	MAXWELL SPARR		
Event Manager Address	400 1 ST AVENUE, NEEDHAM, MA 02494		
Event Manager Phone Number	857 - 320 - 0426		
Organization Representing (if applicable)	TRIP ADVISOR		
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	☐ Non-profit ☒ For profit ☐ Proof of non-profit status is attached Form of Proof: _____		
Name of Event	Needham Chamber BBQ		
Date of Event	7/25/19		
License is for Sale of:			
☒ Wines & Malt Beverages Only ☐ All Alcoholic Beverages (for non-profit groups only)			
Requested Time for Liquor License	FROM:	5:30 PM	TO: 7:30 PM
Are tickets being sold in advance for this event?	☐ YES \$	/per ticket	☒ NO
Is there an admission fee for this event?	☐ YES \$	/per ticket	☒ NO
Are you using dues collected to purchase alcohol for this event?	☐ YES	☒ NO	
How many people are you expecting at this event?	150		
Name & address of event location. Please attach proof of permission to use this facility.			
TRIP ADVISOR - 400 1 ST AVENUE, NEEDHAM, MA 02494			
Who will be serving the alcohol to your guests?			
BARTENDER			
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).			
MAXWELL SPARR			
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.			
BAR ON CONSUMPTION			
☒ I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))			
Event Manager Signature:			Date: 7/16/19

**Town of Needham
Select Board
Minutes for June 25, 2019
Needham Town Hall
Select Board's Chamber**

- 6:45 p.m. Informal Session:
Gerry Rovner, 48 Cynthia Road, Town Meeting Member spoke with the Board about placing one way and do not enter signs in his neighborhood ahead of the opening of the new Sunita Williams Elementary School in September. He gave the Board copies of remarks from meetings of when the school was in the planning stages, noting signs were part of the discussion as a safety measure and to prevent speeding and cutting through the neighborhood. He said there is no downside. Police Chief John Schlittler acknowledged the concerns of Mr. Rovner suggesting a 30 day wait period to determine the foot and drop off traffic at the school. Chief Schlittler commented enforcement could be an issue as limited personnel are available to issue violations. The Select Board acknowledged the request and said the situation will be monitored.
- 7:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair John A. Bulian. Those present were Maurice P. Handel, Matthew D. Borrelli, Marianne B. Cooley, Daniel P. Matthews, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt.
- 7:00 p.m. Pride Month Proclamation:
Ms. Cooley read a proclamation declaring June 2019 to be Pride Month in the Town of Needham.
- Motion by Ms. Cooley that June 2019 be declared Pride Month in the Town of Needham and that all residents be encouraged to recognize and acknowledge the contributions of the LGBTQ members of our community as we continue to advance the principles of liberty, equality, and inclusivity for all.**
Second: Mr. Handel. Unanimously approved 5-0.
- 7:02 p.m. Change of Beneficial Interest - Needham Cabot Concessions LLC:
Andrew Upton, Attorney appeared before the Board on behalf of Needham Cabot Concessions LLC., operating in the Needham Sheraton Hotel, 100 Cabot Street, who are seeking a Change in Beneficiary of its liquor license. He said there are no changes in hours, service, or to any aspect of the operation of the liquor license.
- Ms. Fitzpatrick indicated all paperwork is in order.
- Mr. Matthews said the town has held compliance checks once or twice a year for service to underage patrons, noting the Sheraton failed eight months ago. He said he was unhappy with the lack of responsiveness by management at the time to

prevent it from happening again. He noted that the manager attended a seminar held by the town for all licensees about standards for checking ID's, commenting he told all pouring and package licensees in Town that they could expect another compliance check in the near future. Mr. Matthews said most licensees passed but a few failed, including the Sheraton. He commented the Select Board does not want to hurt or disrupt the livelihood of business by fining or suspending a license, but the Select Board is adamant that no licensee is to serve underage patrons. He said while the manager of record is personally liable for everything that happens, the form of ownership is complicated, and owners tend to be removed from day to day operations. Mr. Matthews implored Mr. Upton to communicate to the management of the company that the business must be run by people who will tend to the licensing requirements and who will comply with the reasonable requests of the Board and its enforcing agents. He said failing twice after being cautioned is not right.

Mr. Bulian said a public hearing will be scheduled with the manager of the hotel and general manager, noting a violation hearing is pending.

Dr. Ed Cosgrove, Chair Board of Health supports the comments by Mr. Matthews. He said the Board of Health is monitoring the situation and may look to intervene under the public health law. He said management must understand service to minors will not continue.

Mr. Bulian invited public comment. No comments were heard.

Motion by Mr. Handel that the Select Board approve and sign an amendment application for a Change in Beneficiary for Needham Cabot Concessions, LLC, 100 Cabot Street, Needham and to forward this application to the ABCC for approval.

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

7:11 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 See attached list of Appointments.

CONSENT AGENDA

- 1. Ratify a request for a One Day Special Wines & Malt Beverages license for Maxwell Sparr, of Trip Advisor who hosted a Global Volunteer Day event on Thursday, June 20, 2019 from 3:00 p.m. to 7:00 p.m. The event was held at Trip Advisor, 400 First Avenue, Needham.**
- 2. Approve a One Day Special Wines & Malt Beverages license for Kathleen Hunt of Core Net New England to host a program on June 25, 2019 from 5:30 p.m. to 8:30 p.m. The event will be held at Shark Ninja Headquarters, 89 A Street, Needham.**

3. **Approve a One Day Special Wines & Malt Beverages license for Susan Banez of Needham Pool and Racquet Club to hold its Beers and Bags - Cornhole Tournament on July 12, 2019 from 6:00 p.m. to 9:00 p.m. The event will be held at Needham Pool and Racquet, 1550 Central Avenue, Needham.**
4. **Approve open session minutes from May 28, 2019, June 10, 2019, and June 11, 2019.**
5. **Accept the following donation made to the Needham Community Revitalization Trust Fund: \$100 from the Charles River Center.**
6. **Accept the following donations made to the Needham Park and Recreation Commission from Needham Flag Football: Outdoor Movie Screen projector (\$620); and a \$5,000 contribution towards Memorial Park 90' Diamond renovation project.**
7. **Water & Sewer Abatement Order No. 1276**
8. **Approve a Muscular Dystrophy Association (MDA) collection weekend in the intersection of GPA and Chestnut Street on September 21, 2019 and October 26, 2019 from 9:00 a.m. – 12:00 p.m. both days.**
9. **Approve and sign agreement between the Town of Needham and the Needham Independent Public Employees' Association from July 1, 2018 – June 30, 2021.**
10. **Approve and sign agreement between the Town of Needham and the Needham Building Custodian and Tradesman Independent Association from July 1, 2018 – June 30, 2019, and July 1, 2019 – June 30, 2022.**

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

7:12 p.m. Public Hearing: New Alcoholic License Latin - A Group, LLC d/b/a Latina Kitchen and Bar (30 Dedham Avenue)
 Antonio DeTrizio, Proposed Manager appeared before the Board to discuss an application for an All Alcoholic License for Latin-A Group, LLC d/b/a Latina Kitchen and Bar. Latina Kitchen and Bar is a new restaurant that will be located at 30 Dedham Avenue. The restaurant will consist of 2,900 SF on the 1st floor and 1,500 SF in the basement that will be used as a prep area and for liquor storage. Included on the 1st floor is an open kitchen and multiple dining areas with a total seating capacity for 100 patrons. There are two entrances and three exits from the building.

There are three houses of worship located within a 500' radius of the proposed premises and M.G.L. Chapter 138 section 16 C requires a vote of the Board after public hearing. No written comment was received by any of the houses of worship with respect to this hearing.

Mr. DeTrizio commented on the business plan and the alcoholic beverage service, for which he said he will be responsible. He confirmed he will require i.d., for everyone and all employees serving alcohol will be T.I.P.S. trained.

Mr. Matthews reiterated the seriousness of the safe serving of alcohol, noting Needham use to be a dry town. He said the Board wants the business to succeed, but it must be according to the rules.

Mr. Bulian invited public comment.

Kristen Collins, 19 Rae Avenue asked for an update on the number of liquor licenses issued and remaining.

Ms. Fitzpatrick said 23 restaurants/hotels and several package stores have licenses.

Mr. Borrelli stressed the importance of having food available if someone is only having a drink.

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 for Latin-A Group, LLC d/b/a Latina Kitchen and Bar, Antonio DeTrizio, Manager, and to forward the approved Alcohol License application to the ABCC for approval.**
- (B) the Select Board determines that the premises are not detrimental to the educational and spiritual activities of the First Parish of Needham Unitarian Universalist, First Church of Christ Scientist and First Baptist Church.**
- (C) the Select Board approve the application for Common Victualler License.**

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

7:00 p.m. Public Hearing: Verizon Small Cell Wireless Antenna Grant of Location - 228 Brookline Street
Victor Manougian, McLane Middleton, Keith Valente, C Squared Systems, and Don Haes, Jr. Ph.D. appeared before the Board to discuss Celco Partnership d/b/a Verizon Wireless request for permission to install one (1) small cell wireless antenna, and all necessary sustaining and protecting fixtures, on an existing utility pole, located on a public way on Verizon Site Name Needham SC02, Utility Pole Number 16/16 at 228 Brookline Street, Needham.

Mr. Manougian explained the request for Pole number 16/16 at 228 Brookline Street, referencing a similar request for several installations on poles around Needham three years ago. He said the Grant of Location is for small cell wireless antenna. Discussion ensued on the proposed location, the Massachusetts Pole

Attachment Act (MGL Chapter 166 section 22), the Federal Pole Attachment Act, and a recent FCC order effective January 2019, which he said clarifies the 1996 Telecommunications Act dealing with small cell towers, the rights of cities and towns, fees, and wireless carriers being allowed to “densify” their coverage. He explained the latest interpretation of the 1996 Telecommunications Act allows carriers to now consider money spent, return on their money for the location, and the ability to upgrade and plan for future expansion, not just for today. He explained the location was picked because of the need by the carrier at the location, and consideration of other poles in the area. Mr. Manougian said copies of the filing and FCC information were sent to David Tobin, Town Counsel. He pointed out that health is not a reason that the FCC will allow for a denial, noting health issues are preempted. He commented the FCC sets the emission exposure levels that any carrier can emit on any antenna. Mr. Manougian said as long as Verizon meets the FCC standard under 47 U.S. Code section 332 C7B4, then the extent at which the Board considers health aspects then becomes unreasonable and discriminatory. He said the FCC order made clear anything inhibiting a provider the ability to improve an existing network, including improved densification or adding new technology, would be prohibited. He asked for a waiver for the two requirements based on the FCC order.

Mr. Borrelli clarified the town has guidelines in place for a reason, and not necessarily for health reasons.

Mr. Valente commented on the RF affidavit he prepared dated May 13, 2019 discussing Verizon Wireless’ work in the area and need for the proposed facility. A map was viewed.

Dr. Don Haes, Jr., Certified Health Physicist, Certified Laser Safety Officer said he was asked by Verizon Wireless whether the site would comply with FCC regulations. He commented since the site is proposed, measurements cannot be taken, rather tools are used for making predictions of the actual field levels coming from the site under many conditions. He said he uses “worst case” conditions. Dr. Haes explained his report is public record and his calculations are compared against Commonwealth of Massachusetts regulations, noting FCC regulations take precedence. Discussion ensued on FCC guidelines for maximum permissible exposure. He noted an FCC caveat concerning resulting exposure that is greater than 5% of the limits, “then you have to work with everybody else at that location to make sure you don’t exceed 100% at any location.” Dr. Haes explained his calculations, with discussion ensuing on antenna height, exposure limits, and exposure measurements from the pole.

Mr. Matthews commented on small cell antenna testimony from prior hearings for other locations in town, mostly concerned health and safety implications. He said under federal law the town must approve the installation, and that if after hearing testimony and a vote is taken which is contrary to what everyone is asking the Board to do, hopefully people will understand that it isn’t that the Board doesn’t care about

their opinion. Mr. Matthews said it is his understanding that the technology is used all over the country and folks use a lot of technology that most people do not fully understand. He commented though there was a lot of previous testimony, he understands the topic is new for many people in the room. He said it is his understanding the proposal, based on science, is within the accepted safety limits for the kind of technology and common within the area.

Mr. Manougian commented the Town could deny the application, but he must explain the new FCC order. He stated over time, wireless carriers were having trouble with deployment nationally of small cell antenna with some municipalities blocking it, and that is why the new FCC order came out to further interpret the Act of 1996. He clarified, his opinion of the new FCC order is that as long as what Dr. Haes says is right and the antenna are within the FCC limits, it would be unreasonable and discriminatory to deny the application on an aesthetic reason.

Ms. Fitzpatrick said the materials referenced are on the Town's website.

Mr. Bulian invited public comment.

Michael Ruddy, 69 Melrose Avenue said he spoke with the Department of Public Health in Charlestown regarding Dr. Haes' Mass Radiation Control Program Health Physics Services registration and was told the registration number was terminated on April 9, 2018. He said Dr. Haes submitted application documents dated February 11, 2019. He asked Dr. Haes why the discrepancy of dates? Dr. Haes said it was an oversight and has been paying the fee for 25 years. Mr. Ruddy question Dr. Haes as to where he received his Ph.D? Dr. Haes said he received his degree from Hamilton University in Wyoming. Mr. Ruddy referred to the Wikipedia entry which says Hamilton University is an unaccredited institution and has since been closed by court order in Wyoming, as it is was widely thought to be a "diploma mill." Mr. Ruddy said he has an issue with the representation from an institution known as a "diploma mill." Mr. Ruddy asked Mr. Manougian if he was aware of this information, and if not, why not? Mr. Manougian said he was not aware of the information and is willing to continue the meeting for Dr. Haes to send his check in for registration. He continued as far as whether or not Mr. Ruddy likes the school, it does not affect the credentials obtained by Dr. Haes. Mr. Manougian said Mr. Ruddy is not an expert and has no expert testimony to counter information from Dr. Haes. Mr. Bulian asked Mr. Ruddy his background for which he is making comments? Mr. Ruddy said his background is completely non-professional and he is commenting as a neighbor. Mr. Ruddy said he is astounded the outside counsel for Verizon is from Hamilton University in Wyoming. Mr. Ruddy commented on eight sites previously approved by the Board in 2017, based in part on testimony from Dr. Haes. He suggested a moratorium on Verizon applications going forward and that small cell sites on line are taken off line. Mr. Ruddy said he does not believe the Select Board's "hands are tied." He asked the Board to stand firm "against this arrogant bullying by \$250 billion company that is going to tell us what is safe and what is not." He noted the Town does have jurisdiction over the right

of way, and so long as there are reasonable and non-discriminatory aesthetic requirements that the town has issued, you can enforce it. He said the FCC order currently under appeal in the 9th circuit clearly states so long as there are non-health related, non-environmental concerns that are legitimate, then the Town may move forward with the policies including set-back requirements that Verizon has so arrogantly ignored. Mr. Ruddy said the Select Board can oppose the application on the grounds that set-back requirements instituted by the Board are not unreasonable or discriminatory. Discussion ensued on cell coverage and Mr. Ruddy said there is no demonstrated need for the tower for current or future use. Mr. Ruddy concluded saying he is disgusted that he is being told the technology is safe and that the expert presented received his degree from a "diploma mill."

Ron Ravitz, Framingham resident (Father of Debra Ravitz Buchbinder, 47 Highgate Street) said he worked 30 years in the area of nuclear radiation effects. He said without actual measurements, the numbers are just theoretical calculations. Dr. Ravitz proposed taking measurements for absorption from existing facilities. He concluded it is incumbent to go measure, not just calculate, to validate information.

Jennifer Geraci, 45 Melrose Avenue asked the Board to consider there is no immediate need as Verizon said installation is for a future need, which she said might not even be necessary.

Lois Sockol, 611 Greendale Avenue said the developing mind is more susceptible to harm. She said society always tries to protect the vulnerable and not take a chance. She commented she knows that when a scientist tells her something is true, it isn't because they only know the science of the moment. She cited smoking as an example of people being told it had no negative effect, when in fact, it did. She commented she found information on the web that there is enough scientific doubt as to the effect of wireless radiation on adults and children. She suggested putting a pole in the Transfer Station.

Jeff Heller, 23 Parker Road said the location is the simple reason for the turnout by residents. He said the only people who received the notice were abutters, but anyone with a child at Mitchell School should have received the notice. He commented on tools, measurements, and calculations, asking when was the last time devices were calibrated and who calibrated them?

Dr. Haes said he did not enter measurements on the report but followed recommendations and protocol from the FCC OET Bulletin 65.

Ms. Cooley asked Mr. Manougian if measurements were taken, post activation, on the sites requested two years ago that would validate calculations?

Mr. Manougian said no, but the calculations are listed in the RF report as approved sites, and that he is not aware if the previously approved sites are on line yet, so no testing would have been done.

Mr. Bulian questioned the antenna requested by Verizon and approved by the Select Board two years ago are not online yet? Mr. Manougian confirmed none of the antenna are on line yet.

Jeff Heller asked if the conversation is regarding 4G or 5G antenna? He commented only current technology and emissions are being considered, asking who's to keep Verizon from turning on 5G on a particular antenna? He asked if Verizon would be required to come before the Select Board again?

David Tobin, Town Counsel said Verizon would not have to come before the Board again to turn on 5G.

Keith Valente said the proposed antenna is multiband, and the proposed radio heads are for 4G LTE network.

Mr. Haes commented on his calculations.

A resident queried there is no 5G, but the application includes the ability to turn on 5G without having to go through the Select Board again?

Mr. Bulian said "apparently that is the case."

Discussion ensued on emissions and how they bounce off rock in Needham Heights.

Jeff Heller, 32 Parker Road asked the Select Board to review all antenna in place, and ask Verizon to answer questions about upgrading, cost to retrofit, and age. He pointed out the FCC chairman was a former Verizon lawyer. He asked the Board to consider what will happen when AT&T, T-Mobile, and Cingular wireless request installation of their antenna.

Ed Cosgrove, Chairman Board of Health and Dr. Steven Epstein, Board of Health spoke with the Board. Dr. Epstein said there is a lot of data and the Board of Health has not yet discussed the issue. He commented on the National Toxicology Program Study of 2016 discussing tumors in the ear and tumors in the heart. He said the Town must be smart in planning about the total energy density, noting as hundreds of antenna could be throughout Town to provide service. Dr. Epstein said the Board of Health needs time to review all information before making a recommendation. Dr. Cosgrove concurred with the comments of Dr. Epstein, suggesting outside consulting may be needed.

Discussion ensued on installing 5G technology, density, sharing poles, and additional vendor requests.

Mr. Bulian said he has no interest in voting tonight. He noted approval given for antenna two years ago that are not up and running and the Board of Health asking for resources and time. He asked why the time pressure now to install another antenna when antenna approved two years ago are not in use?

Mr. Manougian said he cannot answer why antenna approved two years ago are not running. He offered to continue the public hearing to next month, saying he could not go beyond next month as the statute does not allow more time.

Dave Tobin, Town Counsel commented on the FCC "shot clock" requiring a decision be made within 60 days of filing the application, or it is deemed "denied."

Ms. Cooley commented she understands the Town is required by the FCC to act on the grant of location process. She commented given what has just been learned about the grants of location the Town was required to act upon expeditiously that have not been implemented, she asked Town Counsel if the town has the ability to put an expiration date on future grant of location approvals?

Mr. Tobin said he would look in to Ms. Cooley's question.

Mr. Handel asked the implications for the application and the town if the application is deemed "denied" due to time?

Mr. Tobin said the case would go to court and a judge could issue a temporary order overruling the decision of the local board.

Mr. Matthews suggested continuing the public hearing to the next Select Board meeting on July 23, 2019, allowing Verizon time to decide whether to withdraw the application until they are able to address the questions raised tonight. He said the Town would then not be subject to the "shot clock".

Mr. Borrelli said he is no longer interested in the application. He commented on the process of two years ago and tonight's request for a waiver. He suggested the Board of Health be given the resources to consider the issue, however he does not want to take time to study something when health cannot be considered when making the decision. Mr. Borrelli asked Verizon for their entire plan, not "piecemeal" applications. He suggested the Select Board review the grant of location rules and limiting "blanket rights" in the future. He said he is mostly concerned that the Select Board is deviating from criteria without an established need.

Ms. Cooley commented she is comfortable not voting tonight, saying she prefers the application be withdrawn. She said she is shocked the sites approved two years

ago are not operating. She said it is difficult to understand why there is a compelling need for the additional grant of location.

Mr. Handel and Mr. Bulian concurred with the comments made by Mr. Matthews, Mr. Borrelli, and Ms. Cooley.

Sandor Vajda, 228 Brookline Street asked Dr. Haes what date was the FCC regulations set regarding the upper permissible limits (1000 mw/centimeters squared)? He asked the relevance of the FCC regulation? Mr. Vajda commented setbacks are an issue.

Dr. Haes said 1995 and published law in the telecommunications act of 1996, reaffirmed in 2005 and 2013.

Emily Zadeh, 227 Brookline Street gave the Board information on the biological and health effects of microwave radio frequency transmission. Rodan Zadeh, 227 Brookline Street (via telephone) said as a graduate from MIT with a degree in electrical engineering he is very familiar with the Telecommunications Act of 1996. He commented on improving densification, but the tower proposed which is feet away from his children's bedroom, is about radiation. He commented on various studies that have proven the inverse effect on human cells due to radiation, suggesting no one would put their children's health on the line. Mr. Zadeh said he immigrated from Iran taking refuge in the United States, and now must defend the wellbeing of his children against a major corporation whose only reason is to make money. He begged the tower not be put across the street from his children's bedroom, suggesting there are other options to consider.

Priya Gore, 219 Brookline Street, said as an artificial intelligence specialist and technologist the proposed antenna will become obsolete and will no longer need to be in production for services we have today. She said the need for more capacity is not warranted, and that the application should be withdrawn.

Steve Geraci, 45 Melrose Avenue thanked residents for the support. He suggested Needham have a long-range technology plan, asking if there is a chief technology officer involved in the discussion? Mr. Geraci said it is important folks know the long-range plan based on changing and rapidly evolving technology that becomes obsolete overnight, and to know the cumulative effects.

Doug Fox, 43 Marked Tree Road thanked the Select Board for their time. He suggested the Board of Health be given more notice for meetings. He also said he wants to make sure decisions are being made based on science, not emotion. Mr. Fox cited the American Cancer Society's 22-page list of known and possible carcinogens, and which does not consider cell towers and RF radiation to be one of them. He concluded the American Cancer Society has a strong reason to say cell towers cause cancer, but they point out the expert agencies have not classified cell towers specifically as a cancer-causing potential. He suggested the Board of Health

do research. He stated while he would not want to do anything that would hurt anyone in Needham, he personally would like better cell phone coverage.

Steve Maxwell, 234 Brookline Street asked if any testing was done specific to an elementary school site where the traffic level increases around school hours? He asked whether the amount of time was studied for children who walk to school with parents or are waiting in cars are under the pole 5 days/week for 5 or 6 years? Mr. Maxwell concluded when he put an addition on his house several years ago the setbacks were not met and he asked for a waiver, which was denied. He suggested the Select Board is also being asked to consider a waiver from Verizon due to setbacks, saying he does not understand why that waiver would come into play when his request for a waiver was not granted.

Dr. Haes discussed his calculations and said his reference area is based on public exposure. Dr. Haes said he assumed 24 hours/day 7 days/week exposure.

Joanne Neale, 44 Dartmouth Avenue suggested Town Counsel look into the lawsuit concerning the FCC regulation that is being challenged in federal court, and whether it relates to the situation in Needham.

Neil Alper, 245 Brookline Street commented on health issues noting he has an acoustic neuroma. He said radiation, even if it doesn't cause cancer, can cause other debilitating diseases. He suggested other health aspects should be considered, not just cancer.

Janet Desaulniers, 222 Brookline Street said not enough is known about long term effects of radiation. She said her most important job is to keep her children safe, but she is not sure she can do that if a cell tower is allowed in the proposed location.

Marty Wells, 32 Melrose Avenue said it is reasonable for the town to consider the need for future towers and to ask for measurements related to that eventuality.

Rob Lauck, 3 Upland Road said the Board should consult with Town Counsel to understand under what basis to make its decision. He said there are various avenues to support the decision, including aesthetics.

Dan Vallee, 304 Brookline Street questioned Dr. Haes on the distance he took measurements?

Dr. Haes said discussed the calculations, done based on FCC mandated reference points (6 ft. above ground, 0 ft-1,500 ft. outward). Discussion ensued on FCC absorption rates.

Bjorn Steffensen, 11 Dunster Road said he remembers from previous discussions that the expected average value of a home declines by 15% and by 10% for a lot when a tower is present. He said it is a big impact on a homeowner.

Sandor Vajda, 228 Brookline Street said there are a large number of lawsuits and pending bills, so it is therefore understandable Verizon wants to push the application through because sooner or later the bills will be approved. He said it is clear people are unhappy, not only in Needham but throughout Massachusetts, the nation, and in Europe. He noted standards in Europe are a hundred times stricter than the FCC standard.

Mr. Bulian closed the public hearing and said the record will be kept open for additional remarks and asked for comments from the Board.

Mr. Handel said everyone would be well-served if the application could be withdrawn as there has not been a credible presentation satisfactory to him given the level of concern from residents. He said he is not prepared to vote on the application.

Mr. Matthews said it is logical to continue the hearing, suggesting to the applicant that it would be better for everyone to withdraw the application rather than operating under the "shot clock," unless something changed in a major way. He said he is also not prepared to vote based on the information. Mr. Matthews asked about an alternate location and whether the need is strong enough to move forward. Mr. Matthew summarized tonight's discussion including challenges to the quality of the scientific information, the assertion there is no need for the tower, uncertainty on the health and safety standards, more time and information required by the Board of Health, using the tower for 4G and/or, by right, 5G technology, and where the buildout is going. He commented there is no public interest in "fast tracking" the application. He concluded it makes sense to continue the hearing and that Verizon would reconsider its application based on everything it has heard, perhaps withdrawing the application and not apply again for this or any other location until they can better address the issues raised.

Mr. Borrelli said he would like an update on Verizon's timeline for currently approved applications. He suggested Verizon not come to the Board for approval unless needed, and when they do come to the Board adhere to Needham's reasonable regulations for locating a tower. He concurred he would like to see a game plan. He concluded that although health and safety is not a legal challenge, Verizon has an obligation and responsibility to the residents of Needham to place towers in areas where they will have the least impact.

Ms. Cooley said she is interested in whether or not the previous approvals for grants of location could be withdrawn as it is not clear to her there is a public interest business need. She noted many people in Town want better service from Verizon, and that if it actually existed based on what was presented to the Board, there may have been supporters in the room.

Mr. Bulian agreed with all the comments made by the Select Board and that he is shocked the previously approved antenna are not operational for which measurements could be taken to better understand what is being presented. He concurred the application should be withdrawn and the Board of Health should do their due diligence, reporting back to the Select Board and residents.

Mr. Bulian said the hearing will be continued and asked Verizon to withdraw the current application.

Motion by Mr. Matthews that the Select Board vote to continue Public Hearing - Verizon Wireless at 228 Brookline Street, Needham to the next Select Board meeting on July 23, 2019 at 7:30 p.m.

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

Mr. Manougian said he has no authority to withdraw the application, but he said he will take testimony he heard tonight to his client to see if they would like to withdraw the application. He commented on prior Grant of Location approvals, saying he will try to get answers. He referred to conditions 9 and 10, which he said were added at a later date. He reiterated the study by the American Cancer Society health testing and FCC regulations are ultimately what Verizon follows, noting the American Cancer Society has not said cell towers cause cancer.

The Board recessed for 5 minutes.

10 p.m.

Approval of the Sale of Notes:

David Davison, Assistant Town Manager/Finance and Evelyn Poness, Town Treasurer/Collector appeared before the Board with a review of the results of the bond anticipation note sale and to discuss upcoming borrowings. Mr. Davison said the notes will finance a number of projects and asked for the Boards approval.

Motion by Mr. Handel that the Board vote to approve Motion A through Motion E below:

Motion A

Move that the Board approve the sale of a \$34,820,000 2.00 percent General Obligation Bond Anticipation Note (the "Note") of the Town dated June 27, 2019 and payable October 1, 2019 to J.P. Morgan Securities LLC at par and accrued interest plus a premium of \$46,310.60.

Motion B

Move that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated June 5, 2019, and a final Official Statement dated June 19, 2019, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Motion C

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

Motion D

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

Motion E

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

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

It was noted that Town Clerk, Theodora Eaton was in attendance as witness the vote.

10:05 p.m. Director of DPW:
Richard P. Merson, Director of DPW appeared before the Board with two items to discuss:

1. Sign Notice of Traffic Regulation - Gibson Street

Mr. Merson explained the TMAC has received a request from the residents of Gibson Street asking that a one-hour parking zone be established for both sides of Gibson Street between 8 a.m. and 4 p.m. on school days. He said the residents are concerned about school related vehicles parking all day on Gibson Street, which narrows the road and limits emergency vehicle access.

Mr. Bulian asked why the request is for only 1 hour and not 2 hours?

Discussion ensued and the Board decided to ask TMAC to verify the request is for only 1 hour parking and/or consider changing the request to 2 hours before taking action.

2. Sign Notice of Traffic Regulation - First Avenue

Motion by Mr. Handel that the Board vote to approve and sign the Notice of Traffic Regulation Permit #P19-06-25 for First Avenue, Parking Prohibited, West side, from Highland Avenue to B Street.

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

10:12 p.m.

Set Water and Sewer Rates:

Dave Davison, Assistant Town Manager/Finance reminded the Board that it held a Public Hearing regarding the water and sewer rates at its June 11, 2019 meeting. He said the Water and Sewer Rate Structure Committee voted to recommend the rate structure that was presented to the Board that evening. It was noted the step rates for both water and sewer, both primary and secondary meters would be increased. No changes are recommended to the basic service charges or meter fees. The proposed rate structure effectively provides a subsidy to customers that only have primary meter water/sewer use falling within steps one and two. This accounts for more than half of the residential customers. The subsidy is determined by comparing the proposed rate to the minimum required if all consumers were billed at the same rate regardless of use.

Motion by Mr. Handel that the Board approve the proposed water and sewer rates identified on schedule below and that they be effective July 1, 2019; further that the Board approve a Septage Disposal fee of \$85.00 per 1,000 gallons.

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

10:14 p.m.

Set Transfer Station Rates:

Mr. Davison reminded the Board it held a public hearing regarding the Transfer Station user fees and charges at its June 11, 2019 meeting. The Solid Waste Disposal & Recycling Advisory Committee and Town staff presented recommendations to the Board. During the presentation and discussion there were some minor changes requested by the Board which the schedule reflects.

Motion by Mr. Handel that the Board approve the proposed rate changes as outlined below effective July 1, 2019, and in particular Computer Monitor - 15" or less (Small) will now have a charge of \$5 and the charge for Computer Monitor - Greater than 15" (large) will not change.

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

10:17 p.m.

Town Manager:

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

1. Board Support for Open Meeting Bill

Ms. Fitzpatrick asked the Board to support a letter dated June 25, 2019 to the Joint Committee on State Administration and Regulatory Oversight for S. 1899 - "An Act Promoting Governmental Efficiency" intended to simplify the Open Meeting Law, in particular with regard to procedures for addressing violation complaints.

Motion by Mr. Borrelli that the Board vote to approve and sign a letter to the Joint Committee on State Administration and Regulatory Oversight dated June 25, 2019 supporting S. 1899 - An Act Promoting Governmental Efficiency.

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

2. Town Manager Report

Ms. Fitzpatrick reported she and Mr. Davison attended the Massachusetts Municipal Association's Suffolk University graduation for the Local Government and Leadership and Management certificate program, noting Tatiana Swanson, Procurement Specialist/Finance graduated with distinction after the year-long program. She said many employees from the Town have attended the program.

Ms. Fitzpatrick reported 170,592 ride-hailing trips were generated in CY2018 in Needham. She commented the Town will receive \$17,059 proposed for appropriation in October.

Ms. Fitzpatrick reported an average of 0.6 electric assist LimeBike rides were taken for the week ending June 23, 2019.

Ms. Fitzpatrick reported consideration is being given to temporary on-street parking due to parking issues related to the construction of the new public safety building. She said more discussion will occur in July and August.

Ms. Fitzpatrick reminded the Board it will be meeting over the summer to set goals for the next two years. She commented town focus this summer will be on several items including a draft job posting for a new Public Information Officer position, Ridge Hill/Nike Study, Affordable Housing Trust, field work, building maintenance, Fisher Street Trailhead design, Rosemary trail project, public safety station, and the opening of the new Sunita Williams Elementary School.

10:18 p.m. Board Discussion:

1. Town Manager Performance Evaluation Policy

The Board discussed the adoption of a new Town Manager Evaluation Policy in accordance with the Board's FY 2019 - 2002 goals.

Ms. Cooley said the new policy is a significant upgrade and improvement in thinking about the range of characteristics that are important in the overall performance of the Town Manager.

Motion by Mr. Handel that the Select Board vote to approve the revised Town Manager Performance Evaluation Policy.

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

2. Committee Reports

Mr. Bulian said the new Rosemary Pool has had a lot of activity with families enjoying all the new amenities. He said it is great to see.

Mr. Bulian invited the public to attend the fireworks scheduled for the night of July 3rd and the parade on July 4th, courtesy of the Needham Exchange Club. Mr. Handel said many people working in Town government help with events.

Mr. Bulian invited residents to attend the 3rd annual carnival July 11th through July 14, sponsored by the Rotary Club to be held in the parking lot at Needham High School.

Ms. Fitzpatrick told the Board she attended the Farmers Market on Sunday saying it was "quite robust" with a lot of people attending.

Adjourn:

Motion by Mr. Handel that the Select Board vote to adjourn the Select Board Meeting of June 25, 2019.

Second: Mr. Borrelli. 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=>

Select Board Committee Reappointments June 25, 2019

Committee	Term Exp	Member
Board Of Appeals	6/30/2022	Peter Friedenberg
Board Of Appeals	6/30/2022	Jon Schneider
Cable Television Advisory Board	6/30/2022	Tom Loughran
Commission on Disabilities	6/30/2022	Tatiana Swanson
Commission on Disabilities	6/30/2022	Corine Burke
Conservation Commission	6/30/2022	Peter Oehlkers
Conservation Commission	6/30/2022	Janet C Bernardo
Council of Economic Advisors	6/30/2022	Michael Wilcox
Council of Economic Advisors	6/30/2022	Virginia Fleisher
Council On Aging	6/30/2022	Tom Keating
Council On Aging	6/30/2022	Colleen Schaller
Cultural Council	6/30/2022	Sharon Breitbart
Downtown Streetscape Working Group	6/30/2020	Dale Wise
Downtown Streetscape Working Group	6/30/2020	Bob Hentschel
Downtown Streetscape Working Group	6/30/2020	Paul Good
Golf Course Advisory Committee	6/30/2022	Jack Heavey
Golf Course Advisory Committee	6/30/2022	Christopher Gerstel
Historical Commission	6/30/2022	Don Lankiewicz
Human Rights Committee	6/30/2022	Cynthia A Ganung
Metropolitan Area Planning Council	6/30/2022	Lee Newman
Needham Community Television Dev Corp	6/30/2022	Tom Loughran
Rail Trail Advisory Committee	6/30/2022	Christopher Gerstel
Registrars of Voters	6/30/2022	John W Day
Taxation Aid Committee	6/30/2022	Helen Newton
Town Counsel	6/30/2020	David S. Tobin
Traffic Management Advisory Committee	6/30/2022	Donna Mullin
Traffic Management Advisory Committee	6/30/2022	Suzanne S. Stein
Transportation Committee	6/30/2022	Richard S Creem
Transportation Committee	6/30/2022	Duncan Allen
Water/Sewer Rate Structure Committee	6/30/2022	Tom Loughran
Water/Sewer Rate Structure Committee	6/30/2022	John Tallarico

Town of Needham
Water Sewer Billing System
Adjustment Form

DEPARTMENT OF PUBLIC WORKS

TO: TOWN TREASURER AND COLLECTOR
cc: TOWN ACCOUNTANT, WATER AND SEWER SUPERINTENDENT

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

WHEREAS certain inadvertent error(s) were made in said commitment(s), it is hereby requested that you abate these particular account(s) in the amount(s) stated below.

Water Sales:	-\$524.30
Water Irrigation:	\$0.00
Water Admin Fees	\$0.00
Sewer Sales:	-\$896.86
Transfer Station Charges:	\$0.00

Total Abatement: -\$1,421.16

Order #: 1277

Read and Approved:

 7/18/2019

Assistant Director of Public Works



Director of Public Works

For the Select Board

7/23/19

**Town of Needham
Water Sewer Billing System
Adjustment Form**

Prepared By:	Last Name	First Name	Customer ID#	Location ID#	Street Number	Street Name	Irrigation Water	Domestic Water	Sewer	Total	Reason	Corrected Last Read
DB	Ochoa & Mazzone Jr	Carolyn & W.	37729	2532	25	Wachusett Rd	\$0.00	-\$306.30	-\$291.42	-\$597.72	ACC	N
DB	Merritt	Robert B	1483	17568	6	Redington Road	\$0.00	-\$11.90	-\$10.78	-\$22.68	ACC	N
JO	Council on Aging (2)						\$0.00	-\$206.10	-\$594.66	-\$800.76	COA	N
Total:										-\$1,421.16		

ALSO, LET THIS SERVE AS AUTHORIZATION TO ABATE ANY PENALTY OR INTEREST WHICH HAS ACCRUED DUE TO THE NON-PAYMENT OF AMOUNTS AS STATED ABOVE.

Legend:

O.I. = O.I. reading slower than inside meter causing large bill when inside meter is read.

TWN = Town Project caused damage to private property

EC = Extenuating Circumstances

Equip = Equipment Malfunction

UEW = Unexplained water loss

ACC = Accidental Water Loss

BP = Billing Period beyond 100 days

COA - Council on Aging



**Town of Needham, Massachusetts
Road Event Form**

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD
2019 JUL 22 P 1:54

INTERNAL USE ONLY

☐ DPW ☐ Police
☐ Fire ☐ OTM
☐ Park & Rec
☐ PFD ☐ Paid

TYPE OF EVENT: (check all that apply)

☐ RUN ☐ WALK ☒ BICYCLE ☐ MOTORCYCLE

Name of Event:

Pan-Massachusetts Challenge

Name of Organization:

same

**Has this event been conducted in other
Towns in the past?** ☒ YES ☐ NO

If yes, name of Town and date:
Needham, MA

Organization Mailing Address:
77 Fourth Ave.
Needham, MA 02494

☒ **Organization
is
Not-for-Profit**

Organization Billing Address (if Police Detail is required):

same

Primary Contact:

Allan Eyden

Contact Title:

Road Coordinator

Contact Address:

above

Contact Phone (Day):

781-850-0502

Contact Phone (Cell):

339-222-1469

Contact Email:

ajeyden@pmc.org

Event Date(s):

August 3-4, 2019

Date Expected to be in Needham:

same

Earliest Time Expected in Needham: 0700	Latest Time Expected in Needham: 1500
Number of Expected Participants: Sat: 2,800 Sun: 750	Number of Expected Spectators at Peak Time:
Are participants charged a fee? ☒ YES ☐ NO	
Estimated Number of Vehicles: 6	What type of Parking is required: none
Describe Parking Plan, include where participants and spectators will park and length of time expected to be parked: N/A	
Are event organizers available to meet with members of the Town to plan event? Yes, if necessary	
Do event organizers foresee the need for any road closures (subject to police review)? No	
What will be done in case of inclement weather? Event is held rain or shine	
Will neighborhoods be impacted by parking and traffic? Briefly on Saturday	
What activities are planned for the start of the race (if in Needham)? N/A	
What activities are planned for the end of the race (if in Needham)? N/A	
What facilities are needed for the start of the race (if in Needham)? None	

Please return the completed application and attachments to the Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, MA 02492:

- ***event route map (include map and text of route, parking plan, volunteer placement)***
- ***application fee (\$25 events that start and end in Needham; \$50 event passes through Needham)***
- ***certificate of insurance***

Please note, as always, times and routes are the same as past years and are coordinated with the Needham Police.

Norfolk, s.s.

Commonwealth of Massachusetts

July 23, 2019

Agreement and Waiver

This agreement is entered into by and between the Select Board of the Town of Needham (Licensor) and Needham 365 Bev, LLC d/b/a The Residence Inn (Licensee).

Whereas the Select Board of the Town of Needham is the licensing authority under the provisions of M.G.L., Ch. 138; and

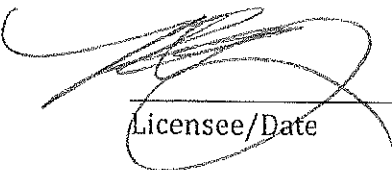
Whereas Licensee is located at 80 B Street, Needham, Mass. and is the holder of a license issued to sell and deliver alcoholic beverages issued by the Licensor under the provision of Ch. 138; and

Whereas on June 4, 2019 a minor was delivered an alcoholic beverage in violation of Ch. 138, section 34; and

Whereas the Licensor is desirous of disciplining the Licensee for this offence;

Be it agreed as follows;

1. The Licensee shall surrender it license for one day, on 7/26 2019, and shall not deliver, serve or sell any alcoholic beverages on that day.
2. The Licensee is aware of its right to a hearing before the Licensor prior to any disciplinary action being taken by the Licensor that affects such license and the Licensee freely waives its rights to such a hearing.
3. The Licensee is aware of its right to appeal any disciplinary action taken by the Licensor that affects such license to the Alcoholic Beverage Control Commission of the Commonwealth of Massachusetts or the courts and the Licensee freely waives its rights to such an appeal.
4. The Licensee acknowledges it has had the opportunity to seek the advice of legal counsel prior to signing this agreement.



Licensee/Date

7/22/19

Select Board

Chair/Date

Norfolk, s.s.

Commonwealth of Massachusetts

July 23, 2019

Agreement and Waiver

This agreement is entered into by and between the Select Board of the Town of Needham (Licensor) and Needham Food and Beverage LLC d/b/a The Heights (Licensee).

Whereas the Select Board of the Town of Needham is the licensing authority under the provisions of M.G.L., Ch. 138; and

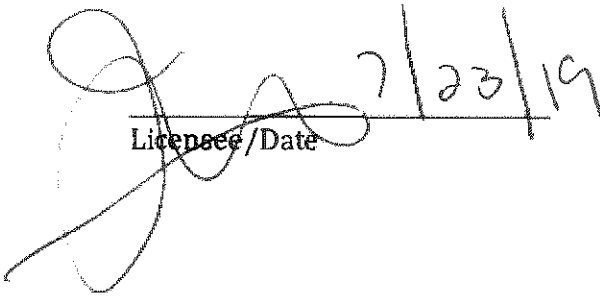
Whereas Licensee is located at 200 First Avenue, Needham, Mass. and is the holder of a license issued to sell and deliver alcoholic beverages issued by the Licensor under the provision of Ch. 138; and

Whereas on June 4, 2019 a minor was delivered an alcoholic beverage in violation of Ch. 138, section 34; and

Whereas the Licensor is desirous of disciplining the Licensee for this offence;

Be it agreed as follows;

1. The Licensee shall surrender its license for one day, on 8/3 2019, and shall not deliver, serve or sell any alcoholic beverages on that day.
2. The Licensee is aware of its right to a hearing before the Licensor prior to any disciplinary action being taken by the Licensor that affects such license and the Licensee freely waives its rights to such a hearing.
3. The Licensee is aware of its right to appeal any disciplinary action taken by the Licensor that affects such license to the Alcoholic Beverage Control Commission of the Commonwealth of Massachusetts or the courts and the Licensee freely waives its rights to such an appeal.
4. The Licensee acknowledges it has had the opportunity to seek the advice of legal counsel prior to signing this agreement.



Licensee/Date

Select Board

Chair/Date



Office of the
Select Board

TOWN OF NEEDHAM
Town Hall
1471 Highland Avenue
Needham, MA 02492-2669

TEL: (781) 455-7500
FAX: (781) 449-4569

August 20, 2019

Mr. Raymond So
New Garden Restaurant
40 Chestnut Place
Needham, MA 02492

Dear Mr. So:

On June 4, 2019 a minor was served alcohol in your restaurant during a routine compliance check by the Needham Police Department. The on-duty manager and server were made aware of the situation and were served a notice of violation by a Police Lieutenant.

On July 11, 2019 you met with the Select Board Chair John Bulian, Vice Chair Moe Handel, Town Manager Kate Fitzpatrick and Support Services Manager Sandy Cincotta. At that meeting Mr. Bulian informed you that the while the Select Board wants to see your business succeed, the Town will not tolerate service of alcohol to minors.

The Board is issuing your establishment an official warning for violation of State and local liquor license regulations. Please be advised that a future violation will result in further disciplinary action including possible suspension of your license to serve alcohol.

Very truly yours,

Select Board of Needham



Office of the
Select Board

TOWN OF NEEDHAM
Town Hall
1471 Highland Avenue
Needham, MA 02492-2669

TEL: (781) 455-7500
FAX: (781) 449-4569

August 20, 2019

Mr. Francisco Guzman
Bertucci's Restaurants, LLC
d/b/a Bertucci's
1257 Highland Avenue
Needham, MA 02492

Dear Mr. Guzman:

On June 4, 2019 a minor was served alcohol in your restaurant during a routine compliance check by the Needham Police Department. The on-duty manager and server were made aware of the situation and were served a notice of violation by a Police Lieutenant.

On July 11, 2019 you met with the Select Board Chair John Bulian, Vice Chair Moe Handel, Town Manager Kate Fitzpatrick and Support Services Manager Sandy Cincotta. At that meeting Mr. Bulian informed you that the while the Select Board wants to see your business succeed, the Town will not tolerate service of alcohol to minors.

The Board is issuing your establishment an official warning for violation of State and local liquor license regulations. Please be advised that a future violation will result in further disciplinary action including possible suspension of your license to serve alcohol.

Very truly yours,

Select Board of Needham



Office of the
Select Board

TOWN OF NEEDHAM
Town Hall
1471 Highland Avenue
Needham, MA 02492-2669

TEL: (781) 455-7500
FAX: (781) 449-4569

August 20, 2019

Ms. Joan Low
Low and Zhang Co.
d/b/a Mandarin Cuisine Locus
238 Highland Avenue
Needham, MA 02494

Dear Ms. Low:

On June 4, 2019 a minor was served alcohol in your restaurant during a routine compliance check by the Needham Police Department. The on-duty manager and server were made aware of the situation and were served a notice of violation by a Police Lieutenant.

On July 11, 2019 you met with the Select Board Chair John Bulian, Vice Chair Moe Handel, Town Manager Kate Fitzpatrick and Support Services Manager Sandy Cincotta. At that meeting Mr. Bulian informed you that the while the Select Board wants to see your business succeed, the Town will not tolerate service of alcohol to minors.

The Board is issuing your establishment an official warning for violation of State and local liquor license regulations. Please be advised that a future violation will result in further disciplinary action including possible suspension of your license to serve alcohol.

Very truly yours,

Select Board of Needham



Office of the
Select Board

TOWN OF NEEDHAM
Town Hall
1471 Highland Avenue
Needham, MA 02492-2669

TEL: (781) 455-7500
FAX: (781) 449-4569

August 20, 2019

Mr. Joseph Luckner
Rockets Restaurant Group
d/b/a 3 Squares
669 Highland Avenue
Needham, MA 02494

Dear Mr. Luckner:

On June 4, 2019 a minor was served alcohol in your restaurant during a routine compliance check by the Needham Police Department. The on-duty manager and server were made aware of the situation and were served a notice of violation by a Police Lieutenant.

On July 11, 2019 you met with the Select Board Chair John Bulian, Vice Chair Moe Handel, Town Manager Kate Fitzpatrick and Support Services Manager Sandy Cincotta. At that meeting Mr. Bulian informed you that the while the Select Board wants to see your business succeed, the Town will not tolerate service of alcohol to minors.

The Board is issuing your establishment an official warning for violation of State and local liquor license regulations. Please be advised that a future violation will result in further disciplinary action including possible suspension of your license to serve alcohol.

Very truly yours,

Select Board of Needham