

SELECT BOARD Meeting **REVISED** Agenda

6:00 p.m. June 22, 2021

VIA ZOOM and in person at Powers Hall, Town Hall

*This meeting is covered live on the Needham Cable on the
Municipal Channel (Comcast 99, RCN 13, Verizon 30), and HD channel (Verizon 2129).*

The HD channel can also be accessed on needhamchannel.org. If you go to needhamchannel.org and click the "watch online" red button on the top right, it will take you to the live streaming box.

Under Governor Baker's emergency "Order Suspending Certain Provisions of the Open Meeting Law G.L. c. 30A, S20", issued March 12, 2020 and in effect until termination of the emergency, meetings of public bodies may be conducted virtually provided that adequate access is provided to the public.

To listen and view this virtual meeting on a phone, computer, laptop, or tablet, download the "Zoom Cloud Meeting" app in any app store or at www.zoom.us. At the above date and time, click on "Join a Meeting" and enter the meeting ID or click the link below to join the webinar: <https://us02web.zoom.us/j/83012497485>
Or One tap mobile : US: +13017158592,,83012497485# or +13126266799,,83012497485#
Or Telephone: Dial(for higher quality, dial a number based on your current location):
US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128 Webinar ID: 830 1249 7485

1.	6:00	Public Hearing: Eversource Grant of Location- Edgewater Drive • Maureen Carroll, Eversource Energy • Jacqueline Duffy, Eversource Energy
2.	6:00	Public Hearing: All New Alcohol Restaurant License – PM Story Corp d/b/a Little Spoon • Apichat Chuenprapa, Proposed Manager
3.	6:15	Needham Housing Authority • Reg Foster • Angie Medeiros
4.	6:45-6:20	Outdoor Dining Update • Katie King, Assistant Town Manager/Operations Manager
5.	6:50 6:25	Remote Meeting Update • Katie King, Assistant Town Manager/Operations Manager
6.	6:55 6:30	Town Manager • Town Manager Report
7.	7:00 6:30	Board Discussion • Committee Reports
8.	7:10 6:35	Executive Session – To discuss strategy with respect to collective bargaining or litigation. under exception 3 collective bargaining not to return to open session

APPOINTMENTS

1.	Liz Lee	NUARI Working Group (Term exp. 6/30/2022)
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CONSENT AGENDA ***=Backup attached**

1.*	Approve Updated Special Municipal Employee Designation in accordance with M.G.L. c. 268A for submission to the Town Clerk and the State Ethics Commission				
2.*	Approve Minutes of June 8, 2021				
3.	Approve release of Executive Session minutes for the period of June 2016 through June 2018 and a release of redacted material from minutes already approved from the period of January 2013 through October 2015.				
4.	Grant permission for the following residents to hold block parties:				
Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Haril Pandya	43 Valley Road	43 Valley Road	10/16/21	N/A	4pm-11pm
Daniel Burns	6 Louart Drive	Wildale Circle	9/11/21	9/12/21	4pm-7pm



200 Calvary Street
Waltham, Ma 02453

June 8, 2021

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Edgewater Drive
Needham, MA
W/O #4539314

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 10± feet of conduit in Edgewater Lane.

This work is necessary to provide underground/overhead electric service to 250 Edgewater Drive.

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

Richard M. Schifone, Supervisor
Rights and Permits

RMS/prg
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 **T. Thibault, Dated March 5, 2021** and filed herewith, under the following public way or ways of said Town:

**Edgewater Drive - Northerly from pole 402/23, approximately
541± feet east of Edgewater Lane
A distance of about 10± feet - conduit**

W/O #4539314

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

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

Dated this 8th day of June

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2021

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:

**Edgewater Lane - Northerly from pole 402/23, approximately
541 feet east of Edgewater Lane
A distance of about 10± feet – conduit**

W/O #4539314

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

1. Conduits and manholes shall be located as shown on the plan made by **T. Thibault, Dated March 5, 2021** 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 _____ 2021 at _____ in said Town.

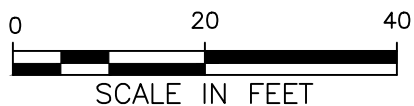
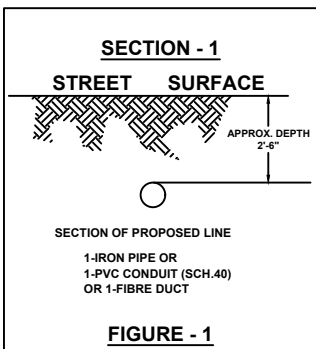
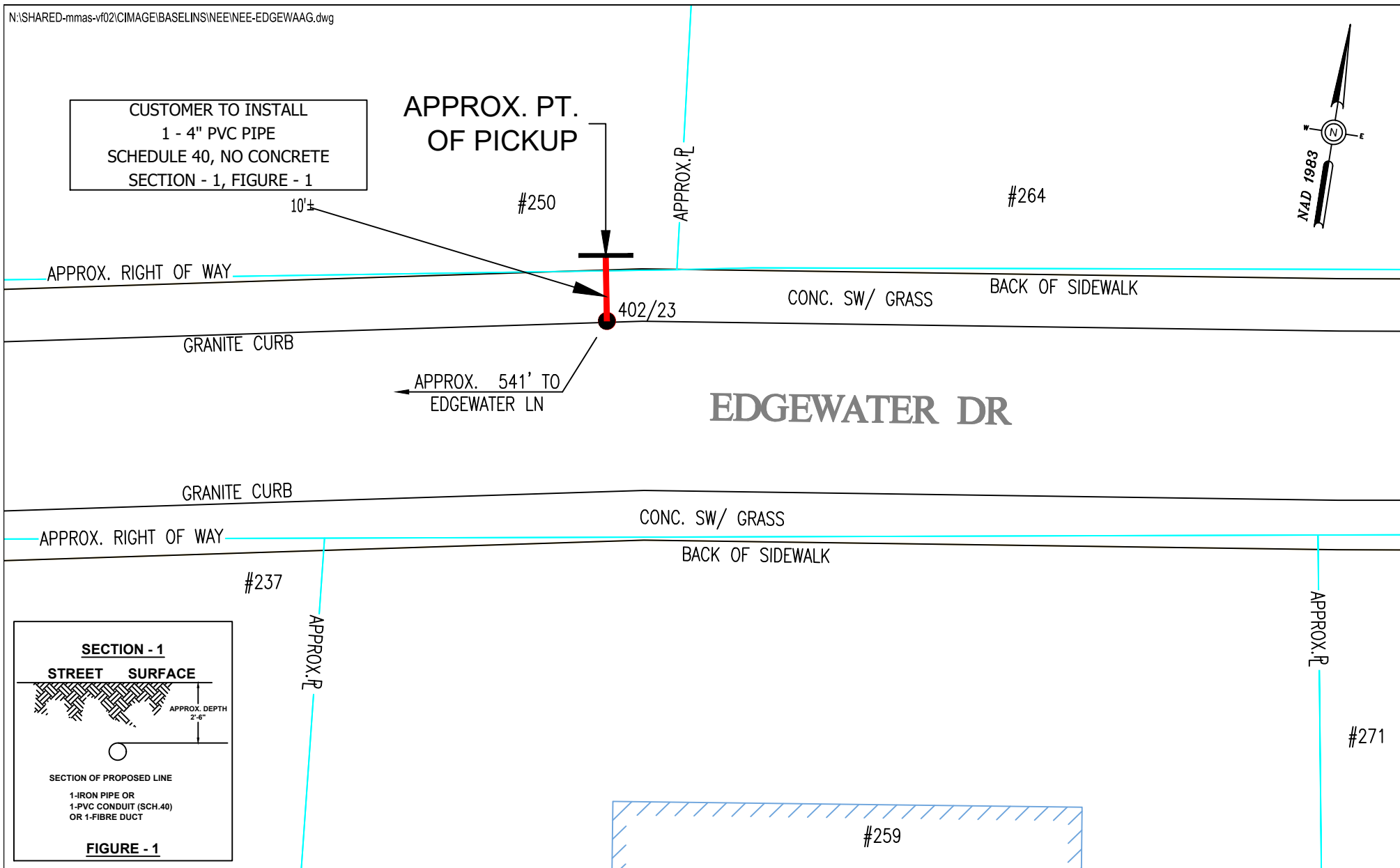
1	_____	
2	_____	
3	_____	
4	_____	
5	_____	

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**, Massachusetts, duly adopted on the _____ day of _____, 2021 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



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MASS. LAW

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

C#	NSTAR EVERSOURCE 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Ward #		
Work Order # 4539314	Plan of EDGEWATER DR, NEEDHAM	
Surveyed by: N/A	Showing PROPOSED CUSTOMER CONDUIT LOCATION	
Research by: JC		
Plotted by: JC		
Proposed Structures: TL		
Approved: T THIBAUT	Scale 1"=20'	Date 3/5/21
P#	SHEET 1 of 1	



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

MEETING DATE: 06/22/2021

Agenda Item	Public Hearing- New Alcoholic License PM Story Corporation d/b/a Little Spoon (952 Great Plain Avenue)
Presenter(s)	Apichat Chuenprapa, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED								
Mr. Apirak Chuenprapa will present an application for an All Alcoholic License for PM Story Corporation, d/b/a Little Spoon. Little Spoon is a new restaurant that will be located at 952 Great Plain Avenue. The restaurant will consist of 1,662 SF on the 1st floor and the 700 SF in the basement that will be used for prep area, office walk-in cooler and freezer. Included on the first floor is a dining area, service bar and kitchen. The restaurant will have a total seating capacity for 60 patrons. There is one entrance and two exits from the building. There are three houses of worship located within the 500' radius of proposed premises and M.G.L. Chapter 138 section 16C requires a vote of the Board after public hearing. No written comment was received by any of the houses of worship 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 for PM Story Corporation, d/b/a Little Spoon, Apichat Chuenprapa, Manager, and to forward the approved Alcohol License application to the ABCC for approval. (B) That 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.									
3.	BACK UP INFORMATION ATTACHED								
<table><tr><td>1. Retail Application for License</td><td>5. Lease Agreement</td></tr><tr><td>2. Articles of Organization</td><td>6. Legal Notice Information</td></tr><tr><td>3. Floorplan</td><td>7. M.G.L Chapter 138 Section 16C</td></tr><tr><td>4. Corporate Vote</td><td></td></tr></table>		1. Retail Application for License	5. Lease Agreement	2. Articles of Organization	6. Legal Notice Information	3. Floorplan	7. M.G.L Chapter 138 Section 16C	4. Corporate Vote	
1. Retail Application for License	5. Lease Agreement								
2. Articles of Organization	6. Legal Notice Information								
3. Floorplan	7. M.G.L Chapter 138 Section 16C								
4. Corporate Vote									



The Commonwealth of Massachusetts
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
On-Premises-12	§12 Restaurant	Wines and Malt Beverages	Annual

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

This premise will be Thai restaurant concept. We will have full service with Beer and Wine. We will focus on Thai food and noodle soup. The menu will have 60%-70% similar with Four Spoons Thai inspired cuisine and Bar but we will have more noodle selection.

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	PM Story Corporation	FEIN	84-2525586
DBA	Little Spoon	Manager of Record	Apichat Chuenprapa
Street Address	952 Great Plain Ave Needham MA 02492		
Phone	617-893-3516	Email	m.chuenprapa@gmail.com
Alternative Phone		Website	n/a

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.

This space have approximately 2,362 Sq.ft. There are two floor. First floor have 1,662 Sf.ft. Basement have approximately 700 Sf.ft. The first floor will have dining area, bar, 2 Bathrooms and kitchen. The basement will have prep area , 1 bathroom, office ,walk in cooler and freezer. There are 2 exits. We will have 60 seats.

Total Square Footage:	2,362	Number of Entrances:	1	Seating Capacity:	60
Number of Floors	2	Number of Exits:	2	Occupancy Number:	1

4. APPLICATION CONTACT

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

Name:	Apirak Chuenprapa	Phone:	617-893-3516
Title:	President	Email:	m.chuenprapa@gmail.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	07/26/2019
State of Incorporation	Massachusetts	Is the Corporation publicly traded? ☐ Yes ☒ No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Apirak Chuenprapa	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
President	100	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB
Apichat Chuenprapa	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Director/ Manager		☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No

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

APPLICATION FOR A NEW LICENSE

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
Four Spoons Corporation	Full liquor license	Apirak Chuenprapa	Newton

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 Stuart J Rothman

Landlord Phone 617-304-1820

Landlord Email srothman@frcorp.com

Landlord Address 907 Massachusetts Ave Cambridge MA 02139

Lease Beginning Date 10/1/2019

Rent per Month \$4,748.33

Lease Ending Date 10/1/2029

Rent per Year \$56,979.96

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	400,000
D. Total Cost	400,000

*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
Santander	\$280,000
Citizen Bank	\$90,000
Own Money	\$30,000
Total	\$400,000

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	280,000	Loan	☐ Yes ☐ No
Citizen Bank	90,000	Loan	☐ 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.

I loan money from Santander \$280,000. I loan money from Citizen Bank \$90,000. I have my own money \$30,000.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge?

☒ Yes
AC

☐ No
AC

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

AC

☒ License

☐ Stock

☐ Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Apichat Chuenprapa Date of Birth [REDACTED] SSN [REDACTED]

Residential Address [REDACTED]

Email chuenprapa.a@gmail.com Phone 2078078343

Please indicate how many hours per week you intend to be on the licensed premises 40

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? ☒ Yes ☐ No *Manager must be a U.S. Citizen

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

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

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
12/05/2014 AC		President AC	Four Spoons AC	
2019	Present	President/Co-owner	A lot of Thai	
2014	Present	President/owner	Love at first Bite Thai kitchen	
2016	Present	Manager / Co-owner	Lots of Eats Thai Restaurant	
2010	Present	Manager / Co-owner	Thai Me restaurant	

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature [Signature] Date 04/16/2021

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

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

11A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone		
Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, 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

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D 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

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

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

☐ \$ per month/year (Indicate amount)

☐ % of alcohol sales (Indicate percentage)

☐ % of overall sales (Indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

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



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: PM STORY CORPORATION

2. Current registered office address:

Name: APIRAK CHUENPRAPA
 No. and Street: 796 BEACON STREET
 City or Town: NEWTON State: MA Zip: 02459 Country: USA

3. The following supplemental information has changed:

Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	APIRAK CHUENPRAPA	796 BEACON STREET NEWTON, MA 02459 USA
TREASURER	APIRAK CHUENPRAPA	796 BEACON STREET NEWTON, MA 02459 USA
SECRETARY	APIRAK CHUENPRAPA	796 BEACON STREET NEWTON, MA 02459 USA
DIRECTOR	APICHAT CHUENPRAPA	975 CONCORD TPKE LEXINGTON, MA 02421 USA

Fiscal year end:
 December

Type of business in which the corporation intends to engage:

FULL SERVICE RESTUARANT

Principal office address:

No. and Street: 952 GREAT PLAIN AVENUE
 City or Town: NEEDHAM State: MA Zip: 02492 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 946 GREAT PLAIN AVENUE
 City or Town: NEEDHAM State: MA Zip: 02492 Country: USA

which is

☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

Signed by APIRAK CHUENPRAPA , its PRESIDENT
on this 29 Day of April, 2021

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THE COMMONWEALTH OF MASSACHUSETTS

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

April 29, 2021 07:35 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Corporations Division

Business Entity Summary

ID Number: 001394688[Request certificate](#)[New search](#)**Summary for: PM STORY CORPORATION****The exact name of the Domestic Profit Corporation:** PM STORY CORPORATION**Entity type:** Domestic Profit Corporation**Identification Number:** 001394688**Date of Organization in Massachusetts:**
07-26-2019**Last date certain:****Current Fiscal Month/Day:** 12/31**Previous Fiscal Month/Day:** 12/31**The location of the Principal Office:**

Address: 952 GREAT PLAIN AVENUE

City or town, State, Zip code, NEEDHAM, MA 02492 USA

Country:

The name and address of the Registered Agent:

Name: APIRAK CHUENPRAPA

Address: 796 BEACON STREET

City or town, State, Zip code, NEWTON, MA 02459 USA

Country:

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	APIRAK CHUENPRAPA	796 BEACON STREET NEWTON, MA 02459 USA
TREASURER	APIRAK CHUENPRAPA	796 BEACON STREET NEWTON, MA 02459 USA
SECRETARY	APIRAK CHUENPRAPA	796 BEACON STREET NEWTON, MA 02459 USA
DIRECTOR	APICHAT CHUENPRAPA	975 CONCORD TPKE LEXINGTON, MA 02421 USA

Business entity stock is publicly traded:**The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:**

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding				
		No. of shares	Total par value	No. of shares				
CNP	\$ 0.00	200,000	\$ 0.00	1,000				
<table><tr><td>Consent</td><td>Confidential Data</td><td>Merger Allowed</td><td>Manufacturing</td></tr></table>					Consent	Confidential Data	Merger Allowed	Manufacturing
Consent	Confidential Data	Merger Allowed	Manufacturing					
View filings for this business entity:								
ALL FILINGS Administrative Dissolution Annual Report Application For Revival Articles of Amendment								
View filings								
Comments or notes associated with this business entity:								

[New search](#)

CORPORATE VOTE

The Board of Directors or LLC Managers of

PM Story Corporation

Entity Name

duly voted to apply to the Licensing Authority of

Needham

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

4/20/2021

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

APIRAK CHUENPRAPA

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."

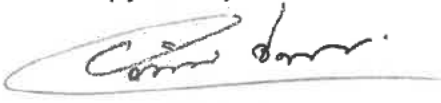
"VOTED: To appoint

Apichat Chuenprapa

Name of Liquor License Manager

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

A true copy attest,



Corporate Officer /LLC Manager Signature

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

Apirak Chuenprapa

(Print Name)

(Print Name)

APPLICANT'S STATEMENT

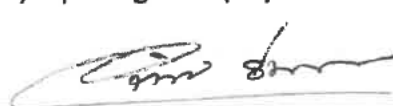
I, Apirak Chuenprapa the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory
of PM Story Corporation
Name of the Entity/Corporation

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:

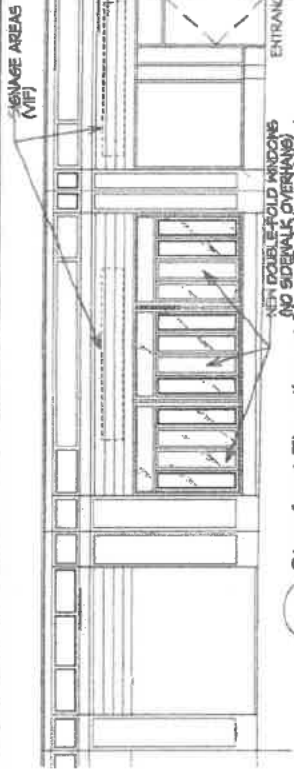
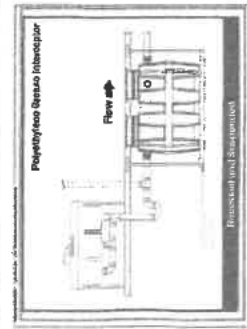



Date:

04/16/2021

Title:

President



See attached
for change

DEEDHAM AVENUE

ENTRANCE

NEW FOLD-UP WINDOWS
NO SIGNAGE COVERS

2 Storefront Elevation at New Folding Windows
1/4" = 1'-0"

OTHER SPACE (NIC)

ELECTRICAL CLOSET

LAV (NIC)

LAV (NIC)

STAIRS

60 seats

NEW FOLD OPEN WINDOWS

FIRST FLOOR PLAN:
Total Square Footage = 1662 SF
Total Number of Seats = 60
Total Number of Take-out Stations = 1

1 Construction / Fixture Plan
1/4" = 1'-0"

CODE REVIEW

1. PERMIT DATA

A. PROJECT NAME

2000 WESTERN AVENUE, DEEDHAM, MA 01938

B. LOCAL ADDRESS

2000 WESTERN AVENUE, DEEDHAM, MA 01938

C. CLIENT NAME

2000 WESTERN AVENUE, DEEDHAM, MA 01938

D. PROJECT TYPE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

E. NUMBER OF FLOORS

2000 WESTERN AVENUE, DEEDHAM, MA 01938

F. SCOPE OF WORK

2000 WESTERN AVENUE, DEEDHAM, MA 01938

G. PROJECT LOCATION

2000 WESTERN AVENUE, DEEDHAM, MA 01938

H. PROJECT DATE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

I. PROJECT STATUS

2000 WESTERN AVENUE, DEEDHAM, MA 01938

J. PROJECT CONTACT

2000 WESTERN AVENUE, DEEDHAM, MA 01938

K. PROJECT PHONE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

L. PROJECT FAX

2000 WESTERN AVENUE, DEEDHAM, MA 01938

M. PROJECT EMAIL

2000 WESTERN AVENUE, DEEDHAM, MA 01938

N. PROJECT WEBSITE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

O. PROJECT NOTES

2000 WESTERN AVENUE, DEEDHAM, MA 01938

2. APPLICABLE CODES

A. BUILDING CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

B. FIRE CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

C. PLUMBING CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

D. MECHANICAL CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

E. ELECTRICAL CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

F. GAS CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

G. ELEVATOR CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

H. STAIR CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

I. RAMP CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

J. SIGNAGE CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

K. OTHER CODES

2000 WESTERN AVENUE, DEEDHAM, MA 01938

L. PERMIT DATA

2000 WESTERN AVENUE, DEEDHAM, MA 01938

M. PROJECT CONTACT

2000 WESTERN AVENUE, DEEDHAM, MA 01938

N. PROJECT PHONE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

O. PROJECT FAX

2000 WESTERN AVENUE, DEEDHAM, MA 01938

3. NOTES

A. GENERAL NOTES

2000 WESTERN AVENUE, DEEDHAM, MA 01938

B. FIRE CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

C. PLUMBING CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

D. MECHANICAL CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

E. ELECTRICAL CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

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J. SIGNAGE CODE

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K. OTHER CODES

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L. PERMIT DATA

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M. PROJECT CONTACT

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N. PROJECT PHONE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

O. PROJECT FAX

2000 WESTERN AVENUE, DEEDHAM, MA 01938

4. SPECIFICATIONS

A. GENERAL SPECIFICATIONS

2000 WESTERN AVENUE, DEEDHAM, MA 01938

B. FIRE CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

C. PLUMBING CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

D. MECHANICAL CODE

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K. OTHER CODES

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L. PERMIT DATA

2000 WESTERN AVENUE, DEEDHAM, MA 01938

M. PROJECT CONTACT

2000 WESTERN AVENUE, DEEDHAM, MA 01938

N. PROJECT PHONE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

O. PROJECT FAX

2000 WESTERN AVENUE, DEEDHAM, MA 01938

5. MATERIALS

A. GENERAL MATERIALS

2000 WESTERN AVENUE, DEEDHAM, MA 01938

B. FIRE CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

C. PLUMBING CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

D. MECHANICAL CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

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J. SIGNAGE CODE

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K. OTHER CODES

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L. PERMIT DATA

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M. PROJECT CONTACT

2000 WESTERN AVENUE, DEEDHAM, MA 01938

N. PROJECT PHONE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

O. PROJECT FAX

2000 WESTERN AVENUE, DEEDHAM, MA 01938

6. FINISHES

A. GENERAL FINISHES

2000 WESTERN AVENUE, DEEDHAM, MA 01938

B. FIRE CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

C. PLUMBING CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

D. MECHANICAL CODE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

E. ELECTRICAL CODE

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G. ELEVATOR CODE

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J. SIGNAGE CODE

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K. OTHER CODES

2000 WESTERN AVENUE, DEEDHAM, MA 01938

L. PERMIT DATA

2000 WESTERN AVENUE, DEEDHAM, MA 01938

M. PROJECT CONTACT

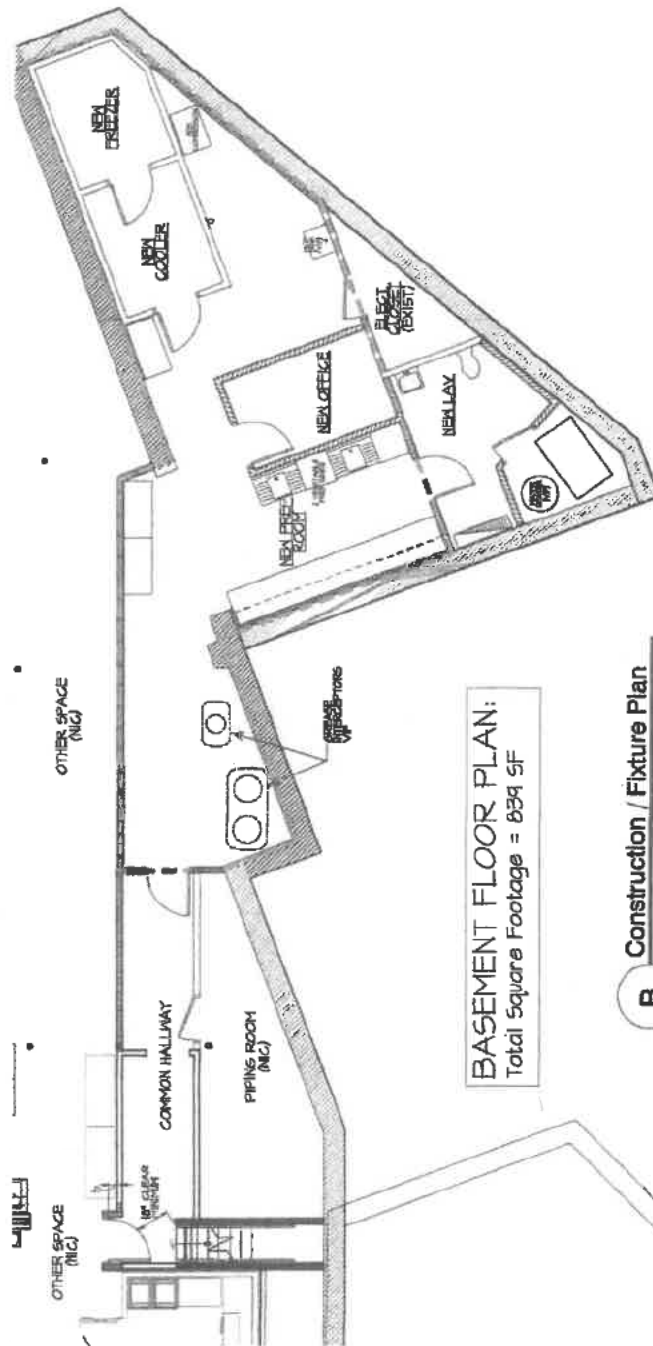
2000 WESTERN AVENUE, DEEDHAM, MA 01938

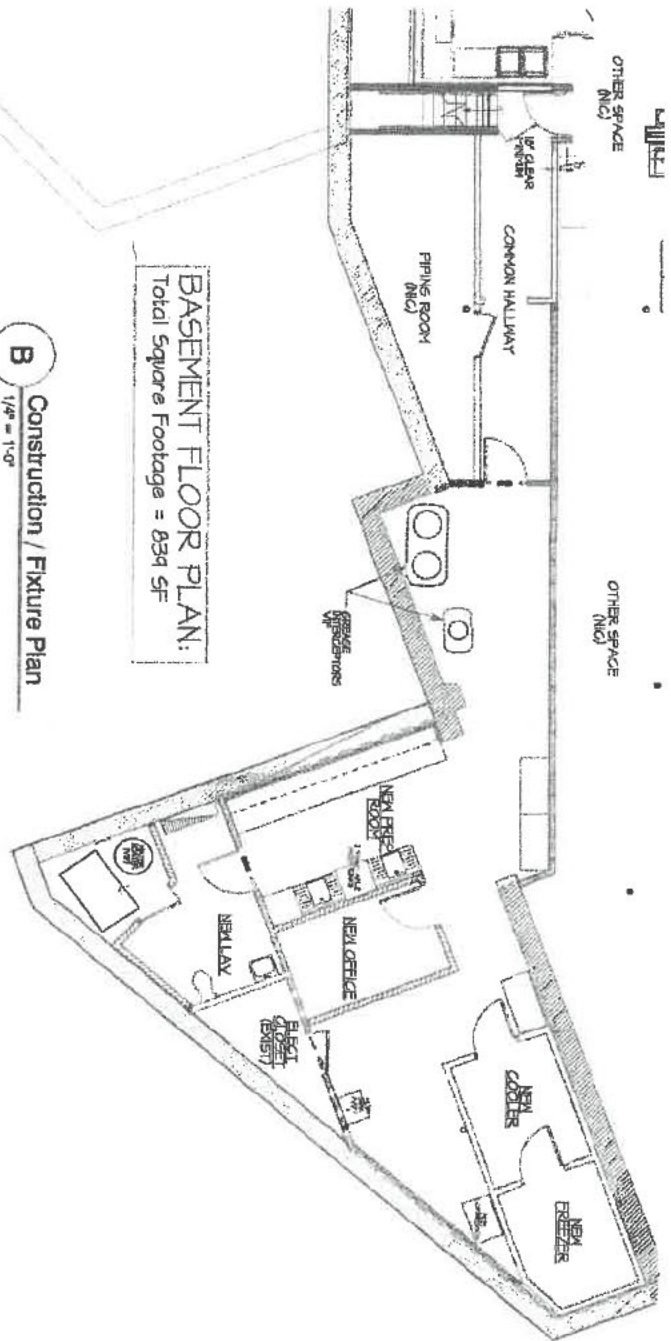
N. PROJECT PHONE

2000 WESTERN AVENUE, DEEDHAM, MA 01938

O. PROJECT FAX

2000 WESTERN AVENUE, DEEDHAM, MA 01938

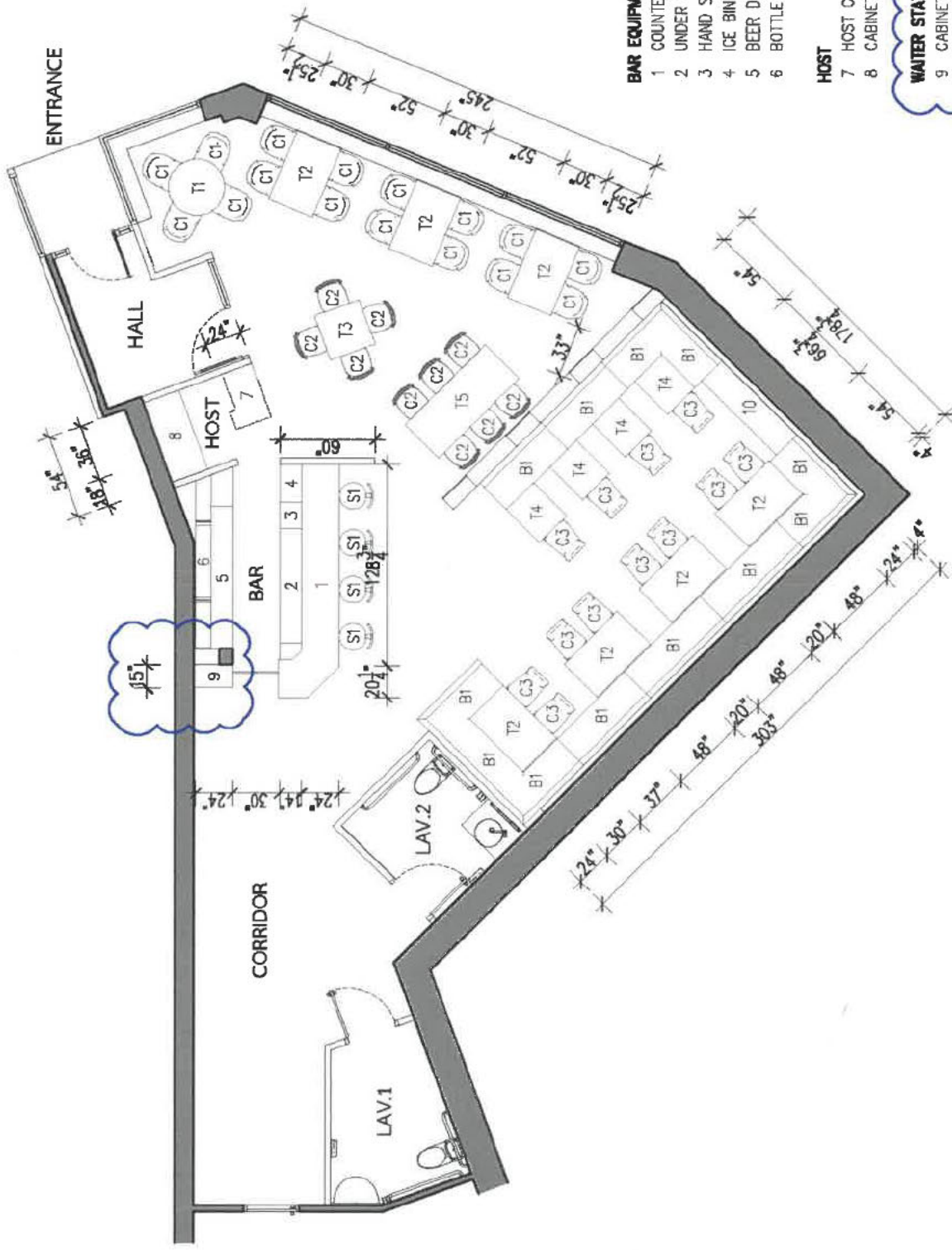
[illegible]



BASMENT FLOOR PLAN:
Total Square Footage = 834 SF

B Construction / Fixture Plan
1/8" = 1'-0"

DATE	10/10/00	PROJECT	Construction / Fixture Basement Plan
DESIGNED BY	W. J. J. J.	SCALE	1/8" = 1'-0"
CHECKED BY	W. J. J. J.	DATE	10/10/00
APPROVED BY	W. J. J. J.	PROJECT NO.	00000000
REVISIONS		DATE	
1	10/10/00	1	10/10/00



SYMBOL	ITEM	QTY.
	TABLE 1 636"	1
	TABLE 2 30"x48"	7
	TABLE 3 30"x30"	1
	TABLE 4 24"x30"	4
	TABLE 4 30"x72"	1
	CHAIR 1	16
	CHAIR 2	10
	CHAIR 3	12
	BOOTH SEAT	12
	BAR STOOL	4

TOTAL 54 SEATS (Min.)
60 SEATS (Max.)

BAR EQUIPMENT

- 1 COUNTER WITH BLACK GRANITE COUNTERTOP
- 2 UNDER BAR REFRIGERATOR 73"
- 3 HAND SINK 17"x15"
- 4 ICE BIN 24"x18"x33" (WxLxH)
- 5 BEER DISPENSER 91"
- 6 BOTTLE SHELF WITH BACKING LIGHT

HOST

- 7 HOST COUNTER & CASH DRAWER
8 CABINET

WAITER STATION

- 9 CABINET (WAITER STATION)
10 CABINET (WAITER STATION 2)

Remark: Accurate measurement on site is required



FURNITURE PL

Tenant Copy

LEASE

**946 GREAT PLAIN AVENUE
NEEDHAM, MASSACHUSETTS**

Between

**Stuart J. Rothman, Trustee of 934-948 Great Plain Avenue
Nominee Trust, Lessor**

And

PM Story Corporation, Lessee

946 Great Plain Ave, Needham, MA.

Lessor and Lessee both of whom are identified in Section 1 hereof hereby agree to the following lease:

Section 1. Fundamental Lease Provisions

DATE OF EXECUTION: October 24, 2019 (the "Effective Date")

LESSOR: Stuart J. Rothman, Trustee of 934-948
 Great Plain Avenue Nominee Trust

ADDRESS OF LESSOR: c/o First Cambridge Realty Inc.
 907 Massachusetts Ave. Cambridge, MA.
 02139

LESSEE: PM Story Corporation
 796 Beacon Street
 Newton, MA 02459

ADDRESS OF LESSEE: 946 Great Plain Avenue, Needham,
 MA.

LEASED PREMISES: That portion of the premises known and numbered 934-948 Great Plain Avenue, Needham, Massachusetts (the "Property") in the building thereon (the "Building"), depicted on the floor plans attached hereto and incorporated herein as Exhibit A and containing approximately One Thousand Six Hundred and Twenty eight (1628) square feet on the ground floor and approximately eight hundred and thirty nine (839) square feet of basement space. The basement space is hereby leased subject to the right to use in common with others entitled thereto, including without limitation, the Lessor for purposes of maintenance, repair, access to and egress from the existing electrical room. Lessee shall have the non-exclusive right to use in common with others entitled thereto, any common areas of the Building, the common hallway, bathrooms and alley.

ORIGINAL LEASE TERM: Ten (10) years

OPTION TERM: One Five (5) year option term
subject always to the expressed terms and conditions set forth in this Lease.

CONDITION OF PREMISES: As Is

LEASE COMMENCEMENT DATE: October 1, 2019

RENT COMMENCEMENT DATE: The earlier of Lessee opening for business or February 1, 2020.

TERM COMMENCEMENT DATE: The Lease Commencement Date

BASIC RENT DURING ORIGINAL TERM: Pursuant to the provisions of the Section of this Lease entitled "RENT COMMENCEMENT DATE", Lessee shall pay basic rent to Lessor as follows:

Year 1: Beginning on the Rent Commencement Date through September 30, 2020 Lessee shall pay basic rent in the amount of Four Thousand Seven Hundred and Forty Eight Dollars and Thirty Three Cents (\$4,748.33)per month.

Years 2-5: Beginning October 1, 2020 and on each successive annual anniversary date thereafter through September 30, 2024 basic rent shall be adjusted by multiplying the then current basic rent by a fraction, the denominator for which shall be the base price index, that being the CPI-U, U.S. City Average, for the month of September 2019, and the numerator for which shall be the CPI-U for the same month in the then current year.

Year 6: Beginning October 1, 2024 through September 30, 2025 the monthly basic rent shall be the greater of the then current rent or Five Thousand Four Hundred and Twenty Six Dollars and Sixty Six Cents (\$5,426.66)

Years 7-10: Beginning October 1, 2025 and on each successive annual anniversary date thereafter through September 30, 2029 basic rent shall be adjusted by multiplying the then current basic rent by a fraction, the denominator for which shall be the base price index, that being the CPI-U, U.S. City Average, for the month of September 2024 and the numerator for which shall be the CPI-U for the same month in the then current year.

BASIC RENT DURING OPTION TERM:

Years 11: During the first year of the Option Term, that being from October 1, 2029 through September 30, 2030 the monthly basic rent shall be the greater of the then fair

market rent or the basic monthly rent for the month of September 2029.

Years 12-15: Beginning October 1, 2030 and on each successive annual anniversary date thereafter through September 30, 2034 monthly basic rent shall be adjusted by multiplying the then current basic rent by a fraction, the denominator for which shall be the base price index, that being the CPI-U, U.S. City Average for the month of September 2029 and the numerator for which shall be the CPI-U for the same month in the then current year.

Lessee shall make each payment called for above in full and in a timely manner without offset, counterclaim, set off or any other deduction and in no event shall any rent adjustment result in a rent decrease.

ADDITIONAL RENT: In addition to basic rent, Lessee shall pay Lessor additional rent in the amount equal to twenty (20%) percent of the real estate tax bill or any betterment or other assessments applicable to the land and building of which the Leased Premises are a part within fifteen (15) days of receiving written demand therefore, except that Lessee shall pay one hundred percent (100%) of any assessment attributable solely to Lessee's build-outs, use and/or occupancy of the Leased Premises.

In addition, Lessee shall pay Lessor additional rent in the amount equal to twenty (20%) percent of the reasonable operating costs associated with the land and building of which the Leased Premises are a part (the "Operating Costs"), including without limitation, maintenance and repair, common area utilities, insurance, landscaping, snow removal and management fees. Management and other administrative fees shall not exceed five (5%) percent of the gross rent for the building of which the Leased Premises are a part. Notwithstanding the foregoing or anything in this Lease to the contrary, Operating Costs shall not include: (a) expenditures for capital improvements (except as set forth below); (b) amounts received by LESSOR through proceeds of insurance; (d) cost of repairs or replacements incurred by reason of fire or other casualty or condemnation to the extent insured against, LESSOR is compensated therefor as a result and not caused by or resulting from Lessee's negligence or intentional acts; (c) depreciation; (d) any bad debt loss, (e) costs for tenant fit-ups or concessions within the

Building to which another Lessee has exclusive use; (f) improvements to the land or buildings that are not a part of the property or the land on which it is located (g) costs incurred by LESSOR in connection with the sale, financing, refinancing, mortgaging or selling of the Building (including brokerage commissions, attorneys' and accountants' fees, closing costs, title insurance premiums, transfer taxes and interest charges), including the sale or any other form of full or partial transfer of title of the Property or any part thereof; (h) fines, interest, penalties, legal fees or costs of litigation incurred due to the late payments of taxes, utility bills and other costs incurred by LESSOR's failure to make such payments when due, except such as may be incurred as a result of LESSEE's failure to timely pay its portion of such amounts or as a result of LESSOR's contesting such amounts in good faith; (i) allowances, concessions, payments, reimbursements and other costs and expenses, including all costs of demolition, renovation, tenant improvements, work letters and allowances, regardless of the use of such funds, incurred or given to or for completing, fixturing, furnishing, renovating or otherwise improving, decorating or redecorating vacant, leasable space for the exclusive use of other tenants, prospective tenants or other occupants of the Property, or vacant, leasable space intended for the exclusive use of any prospective tenant in the Property (including permit, license and inspection costs, costs of design, plans, inspection, utilities, construction and clean up), incurred with respect to the installation of tenants' or other occupants' improvements in the Property

Except as otherwise expressed herein Lessee shall, during the original and the option terms if exercised by Lessee in accordance with the terms expressed in this Lease, pay Lessor twenty (20%) percent of any reasonably necessary capital improvement to the land and buildings of which the Leased Premises are a part, but such payment will not exceed Ten Thousand (\$ 10,000.00) per year will be due and payable over the useful life of the improvement as determined by usual and customary depreciation schedules for like improvements but in no event greater than ten (10) years. If the useful life of the improvement exceeds the remaining term, Lessee's obligation hereunder shall cease and terminate concurrent with expiration of the term so long as Lessee vacates the leased premises upon the expiration of said term and Lessee is not otherwise in

default. Notwithstanding the foregoing, Lessee shall pay Lessor one hundred percent (100%) of any capital improvement which Lessor determines, in Lessor's reasonable discretion, must be made solely because of Lessee's build-outs, use or occupancy of the Leased Premises.

UTILITIES: Lessee agrees to arrange for any and all utility service and pay when due any amounts owed on account of such utilities that service the Leased Premises including without limitation, heat, hot water, electricity, phone, air conditioning, cable, gas, water and sewer. In the event the water/sewer that services the Leased Premises is not separately or sub-metered so that Lessee's consumption/use cannot be determined, then prior to the Rent Commencement date, Lessee shall install a separate meter or sub-meter at Lessee's sole cost and expense in order to measure and calculate Lessee's water and sewer consumption/use and thereafter pay any and all bills, costs and charges incurred in connection with Lessee's usage and consumption of said water and sewer.

USE OF PREMISES: General Restaurant use with take-out, catering and other reasonably related accessory activities usually and customarily associated with a restaurant use and only so long as such use complies with any permits, licenses, approvals and authorizations necessary to conduct such use. It is hereby understood between Lessor and Lessee that Lessee will obtain such permits, licenses, approvals and authorizations at Lessee's sole cost and expense.

Any change in Lessee's said use that deviates from such permits, licenses, approvals and authorizations is prohibited absent the written consent of the Lessor.

BROKER: None

SECURITY DEPOSIT: Prior to the Lease commencement date, Lessee shall deposit with Lessor an additional sum of three times the monthly basic rent, Fourteen Thousand Two Hundred and Forty Five (\$14,245.00) Dollars as security for the Lessee's full and faithful performance of each and every term, condition and/or obligation imposed on Lessee under the terms of this Lease. Said security deposit may be commingled with the Lessor's funds and no interest shall be due or payable to Lessee and in no event shall Lessee's liability be limited to the amount of said deposit.

LANDLORD ALLOWANCE: So long as Lessee is in full compliance with each and every term expressed in this Lease then in that event Landlord shall credit Tenant (which credit shall be applied against Tenant's basic monthly rent) the sum of One Thousand Six Hundred and Sixty Six Dollars and Sixty Six Cents (\$1,666.66) on a monthly basis for each month Tenant is in said compliance beginning on the Rent Commencement Date and ending on the twenty fourth month thereafter.

Section 2. Leased Premises

Lessor hereby leases the Leased Premises to Lessee, together with the right in common with others thereto entitled, to use any portions of the Property that are designated by Lessor for the common use of Lessees and others, such as sidewalks, alleys, common corridors, restrooms, vestibules, subject to and with the benefit of the provisions of this Lease and subject to and with the benefit of existing easements, agreements, rights and encumbrances of record.

Section 3. Term

The Lease Term is the time period specified in Section 1 starting and ending on the dates set forth herein. The Option Terms set forth in section 1 hereof shall only be able to be exercised if Lessee provides Lessor with written intention to execute said option no less than one hundred and eighty (180) days in advance of the expiration of the original ten (10) year term of this Lease and only if Lessee is in full compliance with all material terms and conditions of this Lease at time of both notice of exercise of option and at the commencement of the option term. Failure to provide said notice or be in compliance as stated aforesaid shall render said option to be void and of no force or effect.

Section 4. Basic Rent

Lessee covenants and agrees to pay the Basic Rent set forth in Section 1 to Lessor in advance beginning on the Rent Commencement Date and thereafter on the first of every month during the term, which payments shall be prorated for any partial month(s). All Basic Rent payments shall be due without billing or demand and without deduction, set-off or counterclaim, except as otherwise set forth herein. All

Basic Rent payments to be payable to Lessor at its Address as specified in Section 1, or to such other entities at such other places as Lessor may from time to time designate in writing to Lessee.

Section 5. Additional Rent - Operating Expenses

Lessee covenants and agrees to pay Lessor the additional rent described in Section 1 as well as all assessments and similar charges or capital levies in lieu thereof assessed by the Town of Needham or any other governmental or quasi-governmental agency or department against the Leased Premises, any personal property taxes levied or assessed against the Lessee's machinery, equipment, furnishings, personal property, fixtures and/or sales and all other taxes associated with the operation of Lessee's business assessed or imposed by any governmental authority upon the Building and its contents and land appurtenant thereto or upon Lessee's use of the Leased Premises or otherwise assessed as a result of Lessee's occupancy of the Leased Premises or Lessor and any other owners by virtue of their ownership thereof. Lessee agrees to provide Lessor with proof of each payment upon request. All payments of additional rent shall be paid by Lessee to Lessor within fifteen (15) days of written demand and without deduction, set-off or counterclaim, except as otherwise set forth herein.

Section 6. Permitted Uses

The Leased Premises will be used only for the purpose as set forth in Section 1 of this Lease and for no other purposes.

Section 7. Lessee's Work and Finish Work

Lessee shall be responsible at its sole cost and expense to perform any and all work deemed necessary by Lessee in order to operate its business at the Leased Premises ("Lessee's Work") but in no event shall any such work be performed in violation of any town, city, state or federal rule, regulation, law or ordinance or otherwise commence without the written approval of the Lessor. Landlord shall not unreasonably withhold consent to either non-structural or non-mechanical work within the Leased Premises. Notwithstanding the foregoing, Lessor hereby consents to

and approves the work set forth on the plans and specifications set forth in Exhibit A attached hereto and made part hereof. Any such work shall be performed in strict compliance with any and all applicable local, state and federal authorities, shall be properly permitted and performed only by licensed, bonded and insured work persons, , evidence of which shall be supplied to and approved in writing by Lessor prior to the commencement of such work.

Section 8. Maintenance and Repair

Lessor shall keep and maintain in good repair and working order by making repairs and replacements and performing maintenance to (i) the existing structural elements of the Building of which the Leased Premises are a part, including without limitation, the exterior walls, windows, foundation, structural load bearing beams and columns, and roof, (ii) mechanical (except to the extent such mechanicals exclusively service the Leased Premises), electrical and plumbing that services the Property generally but not to the extent same services the Leased Premises exclusively; (iii) Common Areas (including, without limitation, all driveways, walkways, entranceways, alley ways, parking areas and landscape areas of the Property) so long as said repair or replacement is not required as a result of the Lessee's or their agents, guests, servants or employees actions or failures to act or those resulting from any improvements Lessee makes to the Leased Premises or areas common thereto. Other than that which is stated aforesaid, Lessee shall at all times keep the Leased Premises clean and in good repair, order and condition. Lessor shall promptly make repairs and replacements and perform maintenance (considering the nature and urgency of the repair) for which Lessor is responsible. Lessee shall be responsible for the arranging and payment of any minor or major repairs or replacements of any mechanical systems that service the Leased Premises exclusively as well as any other items located within the Leased Premises. Lessee agrees to remove snow and ice from the front of the Leased Premises at Lessee's sole cost and expense. Lessor shall be responsible for snow removal at the rear of the Building, including, without limitation, near the rear egress, the dumpster and access ways to the dumpster.

Section 9.

(a) Use, Waste, Nuisance, Etc. - Lessee shall not injure, overload, deface or commit waste in the Leased Premises or any part of the Building, nor permit the occurrence of any nuisance therein or the emission therefrom of any reasonably objectionable noise or odor (it being understood that so long as such odor does not violate any local, municipal, state or federal rule, regulation, law, ordinance or like authority, the typical odors resulting from a restaurant use shall not constitute a breach of this Lease), nor use the Leased Premises for any purpose other than the use permitted in Section 1, nor use or permit any use of the Leased Premises which materially conflicts with any law or ordinance or which actually does invalidate or increase the premium for any insurance on the Building or its contents or which actually renders necessary any alterations or additions in the Building, nor obstruct in any manner any portion of the Building or appurtenant land.

(b) Rules and Regulations - Lessee shall conform to all reasonable rules and regulations now or hereafter promulgated by Lessor and delivered to Lessee in writing for the use of the Leased Premises and the Building.

(c) Intentionally Omitted.

(d) Indemnification and Insurance - Lessee shall defend, save Lessor harmless, and indemnify Lessor and Lessor Parties (as defined below) from any claim and/or loss arising out of any injury, loss or damage occurring in the Leased Premises, Building or on the Property, including reasonable attorney's fees, to the extent caused by any negligent or willful acts or omissions (including violations of any applicable regulations, ordinances, bylaws or laws (collectively "Law" or "Laws") of Lessee or of employees, agents, trustees managers, members, officers, independent contractors or invitees of Lessee (each a "Lessee Party" and collectively, "Lessee Parties"), except to the extent (i) caused by the intentional acts or reckless misconduct of Lessor or Lessor Parties hereinafter defined as employees, agents, trustees, beneficiaries, managers, members, officers, independent contractors, attorneys or invitees of Lessor (each a "Lessor Party" and collectively, "Lessor Parties") or (ii) caused by a condition that existed on or at the Leased Premises, Building or Property on or before the execution of this Lease.

In addition to the foregoing, Lessor may, but shall not be under any duty or obligation to, make all repairs and replacements to the Building resulting from wrongful acts or wrongful omissions of Lessee's employees, agents, independent contractors, or invitees (including damage and breakage occurring when Lessee's property is being moved into or out of the Building) and Lessor may recover all reasonable costs and reasonable expenses thereof from Lessee as Additional Rent. Lessee shall maintain in a company or companies reasonably approved by the Lessor Comprehensive General Liability insurance in form reasonably satisfactory to Lessor, insuring as an additional insured Lessor and Lessee as their respective interests may appear, against all claims, demands or actions for injury to or death of any one person in an amount not less than \$1,000,000.00 and for injury to or death of more than one person in any one accident in an amount not less than \$2,000,000.00 and for damage to property in an amount not less than \$500,000.00 with a deductible of no more than \$ 5,000.00 and liquor liability coverage. Such insurance shall provide that it will not be subject to cancellation, termination, or change except after at least 10 days prior written notice to Lessor and parties designated by Lessor. The policy or policies, or a duly executed certificate or certificates for the same, together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Lessor and parties designated by Lessor at the beginning of the Lease Term.

(e) Entry for Repairs and Inspections Upon prior reasonable notice to Lessee and provided Lessor does not unreasonably interfere with Lessee's use of the Leased Premises, Lessor may enter the Leased Premises or perform any repairs or work. Lessor shall use reasonable efforts to provide Lessee with notice in advance of said access and not disturb Lessee's business operations. Lessee shall permit Lessor and Lessor's agents to enter and examine the Leased Premises, including without limitation for purposes of access to the basement, at reasonable times, and if Lessor shall so elect, to perform any repairs or other work permitted to Lessor pursuant to this Lease.

(f) Alterations, Additions, Heavy Equipment, Etc. - Except for (a) Lessee's Work and (b) any cosmetic alterations or improvements (i.e., painting, carpeting,

flooring, etc.) or non-structural alterations, additions or improvements regardless of cost, Lessee shall not make any alterations or additions in or to the Leased Premises or which affect the mechanical systems of the Building, or paint any sign or other identification on any exterior window without obtaining Lessor's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee will not bring into or install in the Leased Premises any safes, or similar bulky or heavy furnishings, equipment, or machines without the prior approval of Lessor as to methods of transportation and installation (Lessor may prohibit installation if the weight of any such item will exceed weight such which floors were designed to carry or bear), nor shall Lessee move any significant amount of furniture, furnishings, equipment, machines or other items into or out of the Building except by prior arrangement with and approval of Lessor and by reimbursing Lessor for any reasonable expenses incurred in connection herewith. To the extent Lessee is expressly authorized as required herein then Lessee warrants and represents that any work performed by Lessee or its agents, contractors, subcontractors, employees and the like shall be performed at Lessee's sole cost and risk and shall be performed in a good and workmanlike manner by properly licensed, bonded and insured workpeople who shall be lawfully permitted by any applicable governmental authority to perform such work.

(g) Surrender. At the termination of the then applicable Lease Term, or earlier termination of this Lease in the event of default, Lessee shall peaceably give up and surrender the Leased Premises in good order condition and repair, ordinary wear and tear and damage from fire or other casualty excepted. At Lessee's option, to be exercised in Lessee's sole discretion, Lessee may remove all of Lessee's furniture, equipment, and personal property, including, without limitation, any restaurant equipment, appliances and tools ("Lessee's Property") at the termination of the Lease Term or earlier expiration of the Lease so long as Lessee repairs and refinishes any affected areas of removal. Notwithstanding the foregoing, Lessee shall not be permitted to remove any fixtures or equipment mounted and /or attached to the walls, floors or ceilings of the Leased Premises, walk-in refrigerator/freezer, ansul system, ventilation system, and ventilation hoods, ovens, stoves, flooring and light fixtures as well as any replacements thereof which shall

remain in the Leased Premises as the property of the Lessor. Without limitation of any other remedy available to Lessor, in the event of termination of this Lease, and Lessee fails to remove any of Lessee's Property from the Leased Premises that Lessee is entitled to remove, then in that event, Lessor may convert said property to his own use or remove Lessee's property at Lessee's expense, or dispose of same in any manner chosen by Lessor in either event without liability to Lessor and Lessee shall not be entitled to any amount on account thereof regardless of the disposition of said property or its value.

(h) Payment for Lessee Work - Lessee shall pay promptly when due the entire cost of any work undertaken by Lessee in the Leased Premises, including but not limited to permit fees, equipment, furnishings and fixtures, so that the Leased Premises shall always be free of liens for labor or materials. Lessee shall obtain all necessary permits, approvals and/or licenses for such work. Lessee shall also indemnify and save Lessor harmless from any injury, loss, claims, liens asserted against any person or property occasioned by or arising from such work, except to the extent (i) caused by the intentional acts or reckless misconduct of Lessor or Lessor Parties hereinafter defined as employees, agents, trustees, beneficiaries, managers, members, officers, independent contractors, attorneys or invitees of Lessor (each a "Lessor Party" and collectively, "Lessor Parties") If any mechanic's lien (which term shall include all similar liens relating to the furnishings of labor and/or materials) is filed against the Leased Premises or the Building or any part thereof which is claimed attributable to Lessee, its agents, employees or contractors, Lessee shall promptly discharge said liens by payment thereof or filing any necessary bond. Lessor shall reasonably cooperate with Lessee in order to obtain any permits or licenses for work approved by Lessor and to be performed within the leased premises so long as Lessor does not incur any cost or liability as a result thereof.

Section 10. Intentionally Omitted.

Section 11. Force Majeure

In the event that Lessor shall be delayed from the performance of any act required hereunder other than the payment of any monetary amounts, as the result of (i) strikes, lockouts, or labor disputes; (ii) inability to

obtain labor, materials, fuel, electricity, services or reasonable substitutes therefor; (iii) acts of God, civil commotion, fire or other casualty; (iv) governmental action of any kind; or (v) other conditions similar to those enumerated in this Section 11 beyond the delayed party's reasonable control, fails punctually to provide any service or to perform any obligation on its part to be performed hereunder, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 12. Damage or Destruction - Eminent Domain

If the Building or any part thereof, the Leased Premises or any access to the Leased Premises shall be taken by any exercise of the right of eminent domain or shall be conveyed in lieu thereof, or shall be destroyed or damaged by fire or casualty (so long as Lessee has not caused or is otherwise at fault) or by action of any public or other authority to an extent which materially and significantly adversely impacts access to or Lessee's operation of the business at the Leased Premises, substantially interferes with occupancy of the Leased Premises, or with the operation of the Building as a whole, then either Lessor or Lessee may terminate this Lease as of the date of such casualty or taking by written notice to the other within thirty (30) days of the occurrence of such casualty or taking. If Lessor or Lessee has not terminated this Lease as aforesaid, then Lessor shall repair and restore any damage with reasonable promptness and this Lease shall continue in full force and effect but with abatement of Basic Rent and Additional Rent according to the nature and extent of any interference with Lessee's use of the Leased Premises and any common areas and the progress of any repair thereof. If neither Lessor nor Lessee has terminated this Lease as aforesaid, or if the Lessor has not begun diligently to restore the Leased Premises (or what remains thereof after a taking) to tenantable condition within sixty (60) days after the occurrence of such casualty or taking, and, in any event, (a) Lessor does not complete such repair within one hundred and eighty days (180) from the occurrence of such casualty or taking or (b) the casualty or taking occurs in the last 12 months of the term of this Lease, then Lessee may terminate this Lease by written notice to Lessor after such sixty (60) day or one hundred eighty (180) day periods or

during the last twelve (12) months of the lease. All damages and compensation awarded for such destruction or damage (including insurance proceeds (other than proceeds of Lessee's insurance policies, eminent domain awards and the like) shall be the sole property of Lessor, except for awards Lessee may be entitled to receive for trade fixtures and equipment, personal property and business interruption.

Section 13. Waivers of Subrogation

Lessor (but only to the extent that Lessor's insurer of choice will allow same without payment of any additional premium or change in coverage) and Lessee hereby waives and shall cause their insurance carriers to agree to and waive any and all rights of recovery, claim, action or causes of action against the other, their respective trustees, principals, beneficiaries, partners, officers, directors, agents, and employees, for any loss or damage that may occur to each party or any other party claiming by, through or under them, as the case may be, with respect to their Property, the Premises, the Building, the Property, any additions or improvements to the Premises, the Building or the Property, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of the other or any Lessee or Lessor Parties, as the case may be, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

Section 14. Display of Premises

Lessee covenants and agrees that within six (6) months prior to expiration of this Lease or any term described herein, Lessor shall have the right, with reasonable prior notice, during normal business hours, to show the Leased Premises and all parts thereof to prospective Lessees, provided Lessor shall make reasonable efforts not to interfere with Lessee's operations. Lessor shall use reasonable efforts to avoid showing the Leased Premises to prospective Lessees during hours which the restaurant is opened for business. In addition to the foregoing Lessor may place for lease and related marketing material in on the Building in order to market the Leased Premises.

Section 15. Termination for Default or Insolvency

In the event that Lessee shall (i) fail to perform or observe any of Lessee's covenants, agreements, obligations or the like expressed anywhere in this lease agreement or contemplated thereby, and if such failure shall continue, for seven (7) days after receipt of written notice thereof with respect to failure to pay any amount due or in the event of violation of insurance or use provisions, or for fifteen (15) days after receipt of written notice thereof for all other defaults or (ii) if the Lessee's leasehold hereby created shall be taken on execution, or by other process of law or Lessee executes an assignment for the benefit of creditors, trust mortgage or similar document or if Lessee is or becomes insolvent or if a receiver, guardian, conservator, trustee, custodian or similar officer is appointed for any part of the property of Lessee or any Guarantor or if a petition under any insolvency or bankruptcy law, including a petition for reorganization, is filed by or against Lessee and in the case of an execution or involuntary petition under any insolvency or bankruptcy law such execution is not released or such petition is not dismissed within sixty (60) days then, after the expiration of said sixty (60) days or upon the expiration of said seven days or fifteen days, as applicable, in connection with section (i) above, Lessor may, immediately or at any time thereafter, elect to recover possession of the Leased Premises under and by virtue of the provisions of the laws of The Commonwealth of Massachusetts or such other proceedings, including commencement of summary process proceedings, notice, reentry or possession. Thereupon Lessor shall be entitled to recover possession of the Leased Premises from Lessee and those claiming through or under the Lessee. Such termination of this Lease and repossession of the Leased Premises shall be without prejudice to any remedies which Lessor might otherwise have for arrears of rent or for a prior breach of the provisions of this Lease or for any amounts due Lessor under the terms of the remainder of this Lease that accrue after said termination. Lessor and Lessee agree that, at Lessor's option, said notice by Lessor alleging default hereunder shall, but only if such notice so states, constitute a statutory notice to quit and/or termination of this Lease, Lessee hereby expressly waiving any further notice to quit and notice of Lessor's intention to enter or re-enter.

(a) In case of termination as described in this Section 15 and without prejudice to any other right or remedy of the Lessor, including without limitation,

Lessor's right to collect any amounts due on account of basic or additional rent for the remaining term of the Lease after said termination, Lessee hereby agrees to reimburse and indemnify Lessor for all actual expenses incurred by Lessor and arising out of such termination, including without limitation, all costs incurred in collecting amounts due from Lessee under this Lease (including attorneys' fees incurred, costs of litigation and the like); all expenses incurred by Lessor in attempting to re-let the Leased Premises (including advertisements, brokerage commissions, Lessee's allowances and the like); and all Lessor's other reasonable expenditures necessitated by the termination. The reimbursement from Lessee shall be due and payable promptly upon written notice from Lessor that such an expense has been incurred, without regard to whether the expense was incurred before or after the termination. It being expressly understood by the Parties hereto that any such expenses shall be considered additional rent and collectable as such.

(b) Nothing herein shall limit or prejudice the right of Lessor to prove and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination, an amount equal to the maximum allowed by a statute or law in effect at the time when, and governing the proceedings in which, the damages are to be proved.

Section 16. Subordination; Notice of Lease

Lessor hereby represents and warrants that Lessor holds fee simple title to the Property, subject to no mortgage. Provided that Lessor uses reasonable efforts to obtain a commercially reasonable SNDA from any future mortgagee or ground lessor and if obtained deliver such SNDA to Lessee in form suitable for recording, this Lease shall be subject and subordinate to any mortgages or ground leases that may hereafter be placed upon the Building and/or the land thereunder and to any and all advances to be made under such mortgages or ground leases and to the interest thereon, and all renewals, extensions and consolidations thereof; unless any mortgagee or ground lessor may elect to have this Lease remain a prior lien to its mortgage or ground lease, and in the event of such election and upon notification by such mortgagee or ground

lessor to Lessee to that effect, this lease shall be deemed prior in lien to the said mortgage or ground lease. Subject always to the foregoing, Lessor and Lessee agree to execute and record at Lessee's sole cost and expense a notice of lease pursuant to G.L. c. 183, Section 4.

Section 17. Holdover

If Lessee remains in the Leased Premises after the termination of this Lease, such holding over shall be as a Lessee at will or Lessee by the month (requiring a full rental period's notice of termination by either party to the other) at a basic rent equal to 150% of the rent due hereunder for the last month of the then applicable lease year, and otherwise subject to all of the covenants and conditions of this Lease, including without limitation payment of additional rent, as though it had originally been a monthly tenancy. Notwithstanding the foregoing, if Lessor desires to regain possession of the Leased Premises promptly after the expiration hereof Lessor may, at its option, forthwith reenter and take possession of the Leased Premises or any part thereof by any legal process in force in The Commonwealth of Massachusetts.

Section 18. Estoppel Certificates

At Lessor's request, from time to time after the beginning of the Lease Term, Lessee agrees to execute and deliver to Lessor a certificate which acknowledges, if such be the case, tenancy and possession of the Leased Premises and recites such other facts concerning any provision of the Lease or payments made under the Lease which a mortgagee or lender or a purchaser or prospective purchaser of the Building or any interest therein may reasonably request. If Lessee fails to do so within fifteen (15) days after demand in writing, without any further action necessary Lessor shall be appointed as Lessee's attorney in fact for the limited purpose of signing and delivering said certificate on Lessee's behalf.

Section 19. Waiver

No consent or waiver, express or implied by either party, to or of any breach of any covenant, condition or duty of the other party, shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

Section 20 Notice

Any notice, from Lessor to Lessee or from Lessee to Lessor shall be given in writing and shall be deemed duly served if hand delivered or mailed by certified mail, postpaid, return receipt requested, or by overnight delivery service (Federal Express or UPS) or in the case of notice to Lessee, left in a conspicuous place on or in the Leased Premises or by any other lawful service of process, addressed, if to Lessee, at the Leased Premises or Lessee's residential address and if to the Lessor, at the Address of Lessor in Section 1, or at such other addresses as Lessor may from time to time designate by written notice to Lessee.

Section 21. Lessor's Right to Cure

At any time and without notice, Lessor may, but without any duty or obligation to do so, cure any failure by Lessee to perform its obligations under this Lease. Whenever Lessor chooses to do so, all reasonable costs and expenses incurred by Lessor in curing any such failure, including, without limitation, attorneys' fees together with interest on the amount of costs and expenses so incurred at an annual rate equal to one (1%) percent per month or any part thereof, shall be paid by Lessee to Lessor on demand, and shall be recoverable as additional rent.

Section 22. Independent Covenants

It is the intention of the parties hereto that the obligations of the Lessee under this lease shall be separate and therefore constitute independent covenants and agreements, and that Basic Rent, Additional Rent and all other sums payable by Lessee hereunder shall continue to be payable in all events, and that the obligations of Lessee hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to the express provisions of this Lease. Basic Rent, Additional Rent and all other sums payable hereunder by Lessee shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense; except as specifically and expressly set forth in this Lease. This Lease shall not terminate and Lessee

shall not have any right to terminate this Lease, during the Term (except as otherwise expressly provided in this Lease). Lessee agrees that, it shall not take any action to terminate, rescind or avoid this Lease notwithstanding any default by the Lessor hereunder or under any other agreement between Lessor and Lessee. Lessee waives all rights which are not expressly stated herein but which may now or hereafter otherwise be conferred by law to quit, terminate or surrender this Lease or any of the Leased Premises; to any setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense of or to Basic Rent, Additional Rent or any other sums payable under this Lease, except as specifically and expressly set forth in this Lease and for any statutory lien (or statutory offset right) against the Lessor or its property.

Section 23. Successors and Assigns

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, its successors and assigns, and shall be binding upon Lessee, its successors and assigns, and shall inure to the benefit of Lessee and only such assignees of Lessee as are permitted herein.

Section 24. Brokerage

Lessor and Lessee hereby represents and warrants to the other that the representing party has had no dealings with any broker or agent in connection with this Lease and Lessor and Lessee hereby agree to hold harmless and indemnify the other party in connection with the failure of any of the foregoing representations and warranties.

Section 25. Lessor's Liability; Assignment for Financing

(a) Lessee agrees from time to time to look to Lessor's interest in the Property only for satisfaction of any claim against Lessor hereunder and not to another property or assets of Lessor.

(b) If, at any time and from time to time, Lessor assigns this Lease or the rents payable hereunder to the holder of any mortgage on the Leased Premises or the Building, or to any other party for the purpose of securing financing (whether the holder of any such mortgage and any

other such assignment is conditional in nature or otherwise) (the "Financing Party") the following provisions shall apply:

(i) Such assignment to the Financing Party shall not be deemed an assumption by the Financing Party unless the financing party so elects which shall be accomplished by written notice from the Lessor and Financing Party to Lessee. If the Financing Party does not elect to assume as set forth in this subparagraph, Lessor shall remain responsible as Lessor for all obligations, terms, conditions and provisions under this Lease;

(ii) Except as provided in (i) above, the Financing Party shall be treated as having assumed Lessor's obligations hereunder only upon foreclosure of its mortgage (or voluntary conveyance by deed in lieu thereof) and the taking of possession of the Leased Premises;

(iii) The Financing Party shall be responsible for only such breaches under the Lease by Lessor which occur during the period of ownership by the Financing Party after such taking of possession, as aforesaid.

In furtherance of the foregoing, Lessee hereby agrees to enter into such agreements or instruments as may, from time to time, be reasonably requested in confirmation of the foregoing.

Section 26. Entire Agreement

This Lease contains the entire agreement between the parties hereto, and any agreement hereafter or heretofore made shall not operate to change, modify, terminate, or discharge this Lease in whole or in part unless such agreement is in writing and signed by both Lessor and Lessee. Lessor has made no representation or promises with respect to the Leased Premises or the allowed use thereof except as are herein expressly set forth.

Section 27. No Representations or Warranties

Except as otherwise set forth herein, Lessor makes no representations or warranties with respect to the condition of the Leased Premises, their suitability for any particular purpose, allowed use or dimensions thereof. Lessee has relied solely on their own independent contractors, agents and professional opinions, research and investigations regarding the condition of the Leased Premises, their suitability for any particular purpose, allowed use or dimensions thereof without reliance on any statement, oral or written, made by the Lessor or their agents.

Section 28. Prohibitions

Lessee further agrees that it will not engage in any of the following activities, or allow any of the same to be conducted in or from the leased premises.

(a) No radio or loudspeaker shall be operated in the doorways in or about the demised premises so as to project into the public sidewalk and street.

(b) Lessee shall not license, assign or sublet the whole or any portion of the subject premises or this Lease without Lessor's prior written consent which consent may be withheld for any reason whatsoever or without cause. Notwithstanding such consent Lessee shall remain liable for the full performance of each and every term, condition and obligation expressed in this Lease or contemplated hereunder.

Section 29. Signage

Lessee shall have the right of placing on the Leased Premises at Lessee's sole cost and expense, such signs as it deems necessary and proper in the conduct of its business solely as it relates to the Leased Premises, provided Lessee pays all permit, license and other fees and costs which may be required by any governmental authority to be paid for the erection and maintenance of any and all such signs, such signs are legally permitted to be installed and approval thereof has been granted in writing by both the Lessor (not to be unreasonably withheld, conditioned or delayed) and any necessary government authority if required, and provided Lessor shall have the

right to approve in advance the size, style, color, construction and location thereof, which approval shall not be unreasonably withheld, conditioned or delayed.

Notwithstanding the foregoing, Lessor shall approve the size, style, color and construction of a sign that is appropriate to the Lessee's permitted use hereunder.

Lessee agrees to exonerate, save harmless, protect and indemnify the Lessor from, and against any and all losses, damages, claims, suits or actions for any damage or injury to person or property caused by the erection and maintenance of such signs or parts thereof, except to the extent caused by the intentional acts or reckless misconduct of Lessor or Lessor Parties hereinafter defined as employees, agents, trustees, beneficiaries, managers, members, officers, independent contractors, attorneys or invitees of Lessor (each a "Lessor Party" and collectively, "Lessor Parties"), and insurance coverage for such signs shall be included in the public liability policy which Lessee is required to furnish.

Section 30. Rubbish Removal

Lessee shall not permit the undue accumulation of rubbish, trash, garbage, debris, boxes, cans, or other refuse either on or immediately adjoining the Leased Premises. Lessee shall not burn trash or garbage in or about the premises nor place any trash on the sidewalk. Lessee will dispose of trash at its sole cost and expense, on regularly scheduled days, which schedule shall be as often as, in the Lessor's judgment, is necessary to keep the Leased Premises and the area surrounding the Leased Premises clean and free of rubbish and comply with any and all municipal, county, state and federal rules, laws, ordinances or like authority.

Section 31. Licensing Permitting

Subject to the provisions of Section 1 of this Lease, Lessee agrees at its sole cost and expense to make diligent efforts to obtain any and all necessary licenses, permits and approvals required by any governmental authority in order to operate its business at the leased premises and perform any construction in connection therewith. In connection therewith and except as otherwise provided herein, Lessee may terminate this Lease on or before the Rent Commencement Date in the event Lessee having used diligent efforts, has failed to obtain any such permits

prior to the Rent Commencement Date. Notwithstanding the foregoing, in the event Lessee fails to obtain any such license, permit or other approval prior to the Rent Commencement date then Lessee shall notify Lessor of same prior to the Rent Commencement date and vacate the Leased Premises no later than said Date and restore the Leased Premises to the condition that existed on the Lease Commencement Date at Lessee's sole cost and expense. In the event Lessee fails to provide Lessor with said notice in a timely manner or remains in possession of the Leased Premises after said Rent Commencement Date than in that event Lessee shall have no right to terminate this Lease and the Parties hereto shall thereafter be bound to all its terms and conditions

Section 32. Quiet Enjoyment

Lessor covenants that Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Term, provided Lessee pays rent and performs all of its obligations, covenants and agreements in all material respects.

Section 33. Compliance with Law

Lessee, at its own cost and expense, will comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Leased Premises ("Laws"), the Building and the Property and the business conducted therein by Lessee. Lessee shall make all repairs, alterations, additions or replacements to the Leased Premises, at Lessee's sole cost and expense, including, without limitation, the Americans with Disabilities Act, procure any licenses and permits as required, and comply with the orders and regulations of all governmental authorities to the extent such compliance is required by Lessee's or any Lessee Party's particular manner of use of the Leased Premises, any alterations made by Lessee to the Leased Premises or Building or Lessee's negligence or willful misconduct.

In addition to the foregoing, Lessee at its sole cost and expense shall keep the Leased Premises equipped with all safety appliances and obtain all related permits, if any, required by law or ordinance or any order or regulation of any public authority, shall keep the Leased Premises equipped with adequate fire suppression system(s), fire

extinguishers and other such equipment reasonably required by Lessor or any governmental authority, and, upon notice from Lessor, shall make all repairs, alterations, replacements, or additions required to such fire suppression systems.

Section 34. Miscellaneous

A. Relationship of the Parties. This Lease shall create only the relationship of Lessor and Lessee between the parties, and not a partnership, joint venture or any other relationship. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Lessor and Lessee and their permitted successors and assigns.

B. Survival. The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease.

C. Delivery and Drafts. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party.

D. Interpretation. No inference in favor of or against any party shall be drawn from the fact that such party has drafted any portion of this Lease. The parties have both participated substantially in the negotiation, drafting and revision of this Lease with representation by counsel and such other advisers as they have deemed appropriate. The words "include" and "including" shall be construed to be followed by the words: "without limitation."

E. Captions. The captions of this Lease are for convenience and reference only and in no way affect this Lease.

F. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

G. Partial Invalidity. If any term or provision of this Lease or the application of such term or provision to any party or circumstance shall to any extent be invalid or

unenforceable, then the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected by such invalidity. All remaining provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. Personal Guaranty. The obligations of the Lessee are guaranteed pursuant to the terms of that certain Guaranty executed and delivered to the Lessor by Apirak Chuenprapa of even date herewith.

I. Memorandum Regarding Period Commencement Dates. The parties agree to execute a Memorandum evidencing the commencement dates for the Commencement Date, the Rent Commencement Date and the Original Term once they are established.

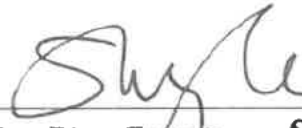
J. Sewer Line. Lessor, at Its sole cost and expense and prior to the Rent Commencement date shall correct the pitch of that portion of the sewer line in the basement connected to Lantina bar drains whose pitch was negatively affected when such drains were so connected.

K. Tenant Financing. Should Tenant finance its business and/or equipment with a recognized commercial lender, Landlord agrees to cooperate with Tenant and its lender and to execute a commercially reasonable agreement with said lender, wherein Landlord shall agree that (a) all of Tenant's Property, but expressly excluding fixtures as that term is defined herein, which is now or may hereafter be located on the Leased Premises and in which said lender desires to take a security interest pursuant to any security agreement between Tenant and such lender will remain the sole property of Tenant and may be removed by Tenant, subject to the Tenant's obligations to repair any damage caused thereby, as set forth in this Lease, (b) Landlord shall subordinate in favor of said lender any lien, claim or interest which the Landlord may have as to Tenant's Property and Landlord shall further agree that Landlord will not prohibit or unreasonably interfere with the removal of Tenant's Property by such lender nor prohibit nor unreasonably interfere with the lender's conducting a secured party's sale of Tenant's Property on the Leased Premises; provided that such lender agrees to repair immediately any damage caused to the Leased Premises by the preparation, removal, sale or disposition of its collateral; and provided further, however, that such lender

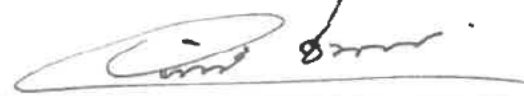
agrees to indemnify and hold harmless Landlord from and against all liability, damage, expense, causes of action, suits, claims, or judgments, of any nature arising from injury to persons or property on the Demised Premises which arise out of the act, failure to act, or negligence of the lender, its agents or employees, while the lender is exercising its said rights.

Executed as a sealed Massachusetts agreement on this day of October 2019.

**LESSOR: Stuart J. Rothman, Trustee of 934-948 Great Plain Avenue
Nominee Trust**


By Its Trustee: **Stuart J. Rothman**

LESSEE: PM Story Corporation

By: 
By its President and Treasurer
Apirak Chuenprapa

10/24/19

[Exhibits on Following Pages]

Exhibit A

PLAN OF LEASED PREMISES



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
TDD: (781) 455-7558

LEGAL NOTICE

TOWN OF NEEDHAM

Application for All Alcohol License in a Restaurant

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that PM Story Corporation d/b/a Little Spoon, Apichat Chuenprapa proposed Manager, has applied for a license to sell alcoholic beverages of the following kind: All Alcoholic beverages (seven days) as a Restaurant at 952 Great Plain Avenue. The premise is on two levels, comprised of 1,662 sq. ft. on the first floor that will be used as a dining area and bar, with seating for 60 patrons, two bathrooms and a kitchen. The basement will have a prep area, one bathroom, an office, walk-in cooler and freezer. There is one entrance and two exits located in the premises.

IT IS ORDERED that a public hearing be held for said application via zoom on June 22, 2021 at 6:00 p.m. The Select Board invites all residents and interested parties to provide input at this meeting by raising your hand when appropriate during the hearing.

Zoom information: <https://us02web.zoom.us/j/83012497485>, Or One tap mobile :
US: +13017158592,,83012497485# or +13126266799,,83012497485#
Or Telephone: Dial (for higher quality, dial a number based on your current location):
US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128 Webinar ID: 830 1249 7485

Select Board
Licensing Board for the Town of Needham

Needham Times
May 27, 2021

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

QUINNAN, JOSEPH P
J DERENZO PROPERTIES LLC
43 CHARLES RIVER ST
NEEDHAM, MA 02494

ATB REALTY LLC
C/O DR. THOMAS BARTZOKIS
2867 BANYAN BLVD CIR NW
BOCA RATON, FL 33431

ALPHI LLC
596 CENTRAL AVE
NEEDHAM, MA 02492

TOMMASINO, ROBERT C, TR
C/O STUART ROTHMAN
907 MASSACHUSETTS AVE
CAMBRIDGE, MA 02139

COX, GILBERT W. JR. TR.
COX REALTY TRUST
60 DEDHAM AVE
NEEDHAM, MA 02492

FIRST BAPTIST CHURCH
858 GREAT PLAIN AVENUE
NEEDHAM, MA 02492

BELIBASAKIS, EMMANUEL G. &
BELIBASAKIS, IRENE
33 CHAPEL ST
NEEDHAM, MA 02492

GERACI, FRANK A. & PHYLLIS F. TRS
C/O GERACI, JOAN & JOHN
40 LINCOLN ST
NEEDHAM, MA 02492

BRIGGS, GRAHAM R. + JANE C., TRS
C/O EAST FAMILY TRUST
45 HOOVER RD
NEEDHAM, MA 02494

HEALY, MARTHA M
81 DEDHAM AVE
NEEDHAM, MA 02492

EVANS, JAMES R. &
STECKLOFF, JILLIAN
73 DEDHAM AVE
NEEDHAM, MA 02492

BROMLEY-NEEDHAM LLC
144 GOULD ST SUITE 152
NEEDHAM, MA 02494

FIRST PARISH IN NEEDHAM - UNITARIAN
23 DEDHAM AVE
NEEDHAM, MA 02492

GREYMONT, ALFRED W. TR
ALFRED W. GREYMONT REVOCABLE
TRUST
PO BOX 149
TUFTONBORO, NH 03816

SIMON II ASSOCIATES LTD PARTNERSHIP
C/O GARY B. SIMON - COPLEY
INVESTMENTS
10 NEWBURY ST
BOSTON, MA 02116

SIMON II ASSOCIATES LLC
C/O COPLEY INVESTMENTS COMPANIES
10 NEWBURY ST
BOSTON, MA 02116

NEARY, GLEN, TRUSTEE
GREAT REALTY TRUST
990 GREAT PLAIN AVE
NEEDHAM, MA 02492

FIRST OF MANY, LLC
P.O. BOX 281
NATICK, MA 01760

KATZ, JEFFREY A. & GARY M., TRUSTEES,
AJ REALTY TRUST
1004 GREAT PLAIN AVE
NEEDHAM, MA 02492

KATZ, JEFFREY A. & GARY M., TRUSTEES
AJ REALTY TRUST
1004 GREAT PLAIN AVE
NEEDHAM, MA 02492

50 DEDHAM AVE LLC
93 FISHER AVE
BROOKLINE, MA 02445

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

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

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

S-BNK NEEDHAM CENTRE, LLC
961 GREAT PLAIN AVE
NEEDHAM, MA 02492

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

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

Part I ADMINISTRATION OF THE GOVERNMENT

Title XX PUBLIC SAFETY AND GOOD ORDER

Chapter 138 ALCOHOLIC LIQUORS

Section 16C LICENSES FOR PREMISES LOCATED 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.

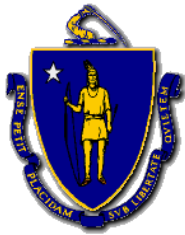


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 6/22/2021

Agenda Item	Needham Housing Authority Tenant Commissioner Seat & Update
Presenter(s)	Reg Foster, Chair, Needham Housing Authority Angie Medeiros, Executive Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
New changes to G.L. c.121B, §1, §5 and §5A require that at least one Commissioner on the Housing Authority Board be a tenant-commissioner appointed by the Select Board. A Housing Authority tenant was elected to the Board this past April and meets the requirements for the appointed tenant seat. The DHCD guidance on the new law allows for the situation wherein there is already an elected Commissioner who is an NHA tenant. In order to transition this seat from an elected seat to the “Town Appointed Tenant Board Member Seat,” the Town will need to file for a Waiver Type 1 until the incumbent’s term expires or the seat is vacated. In the absence of a waiver, the next seat on the NHA with an expiring term will automatically become the appointed tenant seat. According to the DHCD guidance, the NHA may request such a waiver where a person who is a tenant, or an adult authorized household member residing in a public housing in the Town, or a participant of a rental assistance program administered by the LHA is currently serving as an elected member or as a member who was appointed for the remainder of a term. The availability of such waivers is not meant to imply that there may only be one member on the LHA Board who is a tenant, but rather to allow more time for LHAs that already have one or more tenants on the Board to transition to a Town Appointed Tenant Board Member. Waivers granted are valid for one year and may be renewed for one year at a time until the elected or appointed member who is identified in the waiver vacates the seat or until the expiration of that member’s term.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Board vote to support the Needham Housing Authority in seeking a waiver for Janice Bennett who was elected to the Needham Housing Authority Board on April 13, 2021 and whose term expires in April 2026 and who is a qualifying tenant of the Needham Housing Authority.	
3.	BACK UP INFORMATION ATTACHED
a. DHCD memo re: Changes Pertaining to Town Appointed Tenant Board Members dated February 11, 2021 (Public Housing Notice 2021-01)	



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor □ Karyn E. Polito, Lieutenant Governor □ Jennifer Maddox Undersecretary

Public Housing Notice 2021-01

To: Local Housing Authorities & Officials of Massachusetts Towns
From: Ben Stone, Director, Division of Public Housing
Date: February 11, 2021
Re: **Changes Pertaining to Town Appointed Tenant Board Members**

On January 14, 2021, Governor Baker signed Chapter 358 of the Acts of 2020, “[An Act Enabling Partnerships for Growth](#)” into law. Sections 70-72 and 88-91 of this law makes changes to [Chapter 121B, §1, §5](#) and [§5A](#) regarding Tenant Board Members in Towns by providing for one member appointed by the Governor, three members elected by the Town, and one “tenant board member” to be appointed by the Town.

This notice does not apply to LHA Boards in cities, which already have a provision for City Appointed Board Members. This notice also does not apply to regional housing authority Boards.

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Section 1. Overview

Briefly, the law, which becomes effective on May 15, 2021, which is 120 days after its January 14, 2021 enactment, requires Towns to appoint a tenant member to a Local Housing Authority (LHA) Board from a list of names submitted to the Town by a recognized Local Tenant Organization (LTO). If there is no LTO, then the LHA is required to notify its public housing residents of the opportunity to submit their names to the Town for consideration for appointment. Where federal law as found in 42 U.S.C. [1437](#) and the regulation at [24 CFR Part 964](#), requires that a tenant in a federal housing program be on the LHA Board, preference is given to tenants in federal housing programs. LHAs with federally funded programs should consult with HUD if they are unclear whether they must have a federal tenant on the Board. Where there is no list of tenants submitted to the Town for appointment, the Town may appoint any tenant or adult authorized household member. Where the LHA has no public housing units, a participant in a rental assistance program administered by the LHA may be appointed.¹

In accordance with prior DHCD guidance, many Towns only held elections for 3 seats on the LHA Board after [Chapter 235 of the Acts of 2014](#) became effective, reducing the number of elected Board seats in towns to 3. The seat that would have been up for election but was left vacant after the effective date of Chapter 235 of the Acts of 2014 (November 6, 2014) will be the Town Appointed Tenant Board Member Seat.

Note that this legislation does not affect the seat of the state appointed LHA Board Member.

Table 1. Key dates

01/14/2021	Enactment date	LHAs and Towns begin the process of determining which seat will be the Town Appointed Tenant Board Member Seat and filling the seat
05/15/2021	Effective date (<i>120 days after enactment date</i>)	If there is a vacancy on the board on this date, that seat will be the Town Appointed Tenant Board Member Seat (see Section 5)
07/14/2021	Key date for determining which seat on the LHA Board will be the Tenant Member Seat (<i>60 days after effective date</i>)	If there was no vacancy on the board on the effective date, the elected seat with the first term to expire after this date will be the Town Appointed Tenant Board Member Seat, unless another seat has become vacant since the effective date (see Section 5)
08/13/2021	Town Appointed Tenant Board Member should be seated (<i>90 days after effective date</i>)	See Section 7 for details on filling the seat

¹ If an LHA has no public housing units OR rental assistance units, it may request a waiver (Waiver Type 2) from this requirement from DHCD.

Section 2. Eligibility

The Tenant Board member may be a tenant or an authorized adult household member residing in public housing in the Town or an authorized adult member of household participating in a rental assistance program administered by the LHA in the Town (all those eligible for Tenant Board member seat will be referred to in this document as “tenant”).

Tenants of state-aided Section 8 New Construction/Substantial Rehabilitation public housing developments that are owned by an LHA are eligible to be appointed by the Town to the Tenant Board Member seat. Other participants of project based or mobile rental assistance programs that are not administered by the LHA are not eligible to be appointed to the Tenant Board Member seat by the Town.

Section 3. Scope of Tenant Board Member’s Participation

The Town Appointed Tenant Board Member is a full member of the LHA’s governing Board with all of the rights and responsibilities of an LHA Board member. A Tenant Board member must be allowed to take part in any and all decisions related to the administration, operation, and management of all LHA programs, except to the extent that it would affect their “personal interest” as proscribed by the DHCD regulation at 760 CMR 4.03(4). Tenant Board Members are not required to be identified as such on the LHA website or web page that is required by 760 CMR 4.02(1)(a), and, upon request of the Tenant Board Member, the LHA should remove any such identification of the Tenant Board Member.

Section 4. What Should LHAs do Now that Law is Enacted?

LHAs should immediately communicate the following information to the Town:²

- Contact information for all LTO(s).
- Any federal requirement that a federal tenant sit on the LHA Board.
- Any waivers applied for and/or received from DHCD which would postpone a Town appointment to the Tenant Board Member Seat for up to one year (see Section 8. Waivers).
- All information required to identify Tenant Board Member seat, including any vacant seats, projected expiring seats, and presence of any tenants currently on Board.

LHAs should immediately inform LTO(s) regarding:

- Any waiver received from DHCD which would postpone a Town appointment to the Tenant Board Member Seat for one year due to current tenant on Board (see Section 8. Waivers, Waiver Type 1 below).
- If the Board has a vacant seat, the date by which the LTO(s) may submit a list of eligible Tenant Board Members to the Town in the event that DHCD does not grant a waiver.

If there is no LTO, LHA should immediately communicate with all residents regarding:

² See Attachment A. for example letter.

- Any waiver received from DHCD which would postpone a Town appointment to the Tenant Board Member Seat for one year due to current tenant on Board (see Section 8. Waivers, Waiver Type 1 below).
- If no waiver and Board has a vacant seat, the tenants’ opportunity to submit their names to the Town for consideration of appointment.

Section 5. How is the Town Appointed Tenant Member Seat on the LHA Board to be identified?

Where there is a vacant seat on the effective date (May 15, 2021)

If, on May 15, 2021, an LHA has three or fewer elected Board members, a vacant seat will become the Town Appointed Tenant Board Member Seat. The fact that a seat is or was occupied by a holdover or a temporary appointment is not considered in making the determination as to which seat is the Tenant Board Member Seat; such seats are considered to be vacant for the purposes of this determination.

In the event that there is more than one elected seat that is vacant, the Town Appointed Tenant Board Member Seat will be the seat that was vacated first (the oldest date).³

Where there is no vacant seat on the effective date (May 15, 2021)

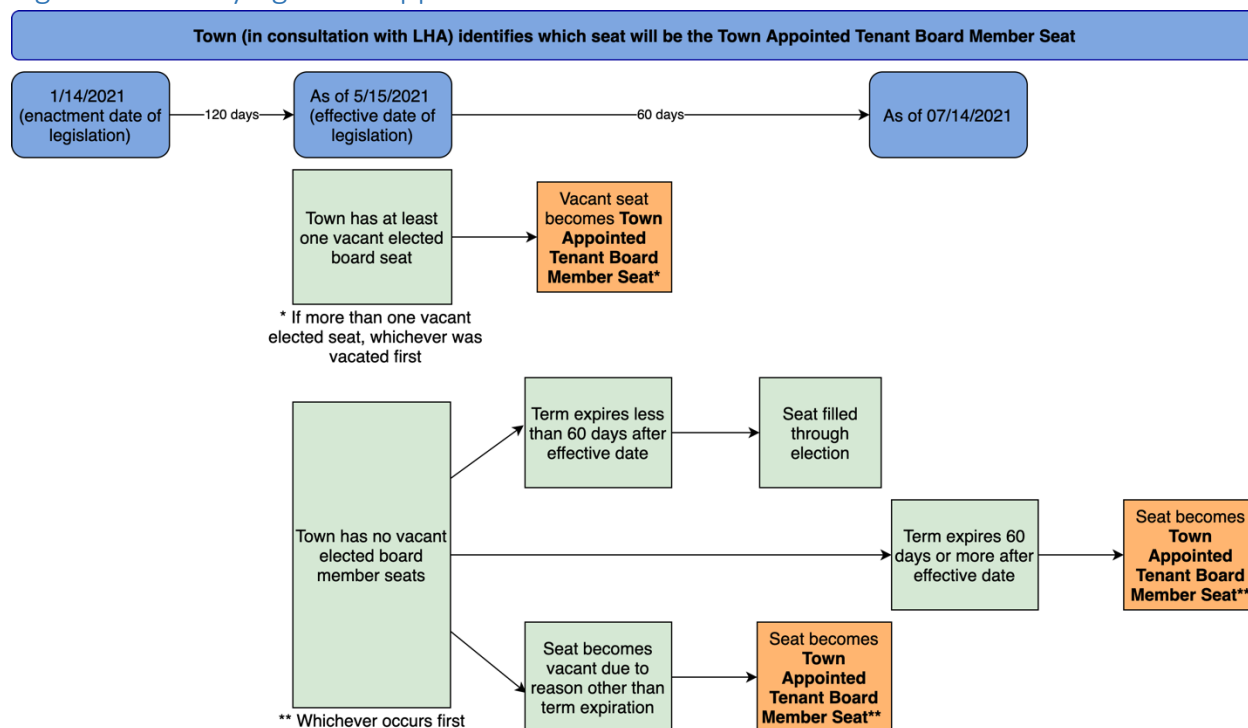
In Towns that have 4 elected Board members on May 15, 2021, the elected seat having the first term to expire after July 14, 2021 shall be the Town Appointed Tenant Board Member Seat, unless another seat becomes vacant before such date, in which case the first seat that becomes vacant before such date shall be the Town Appointed Tenant Board Member Seat.

If an LHA tenant whose term is expiring currently occupies the seat that will become the Town Appointed Tenant Board Member Seat, that fact is not considered in making the determination as to which seat is the Town Appointed Tenant Board Member Seat. The LHA tenant whose term is expiring may be eligible for appointment to the Town Appointed Tenant Board Member Seat as described below.⁴

³ In the unlikely event that more than one vacancy occurred on the exact same day, the Town Appointed Tenant Member Seat will be the seat corresponding to the earliest date on which the member who occupied it was sworn in.

⁴ In the unlikely event that more than one term expires on the same day after July 14, 2021, the Tenant Board Member Seat will be the seat corresponding to the earliest date on which the member who occupied it was sworn in. In the unlikely event that more than one seat becomes vacant on the same day, the Tenant Member Seat will be the seat corresponding to the earliest date on which the member who occupied it was sworn in.

Figure 1. Identifying Town Appointed Tenant Board Member Seat



Section 6. What is the term of the Town Appointed Tenant Board Member Seat?

The Town Appointed Tenant Board Member is appointed to a term of 5 years. Appointments made to fill a vacant seat where the vacancy exists for a reason other than term expiration will be for the remainder of the unexpired term.

Section 7. How will the Town Appointed Tenant Board Member Seat be filled?

LHAs shall provide all necessary information for identification of seat to Town based on criteria above.⁵

Where there is a vacant seat on the effective date (May 15, 2021)

With an LTO(s).

- As noted above, LHAs should provide the Town with contact information for LTO(s) promptly following the passage of the Act.
- Town must give written notice of the vacancy to the LTO(s) at least 10 business days after May 15, 2021.

⁵ See Attachments B. – E. for example notices.

- Town provides written notice to all LTO(s) that within 60 calendar days each LTO(s) may submit to the Town a list of 2 to 5 names of tenants who are eligible for appointment to the Town Appointed Tenant Board Member seat.
- If the Town does not receive a list from the LTO(s) within 60 days of the notice to LTOs of the vacancy, then the Town may appoint any eligible tenant who has indicated a willingness to serve of its choosing to the Town Appointed Tenant Board Member Seat.
- The Town is required to make the appointment within 60 days after the deadline for LTOs to provide a list of eligible tenants.
- If there is no person who is eligible and willing to serve as the Town Appointed Tenant Board Member then the LHA may seek a waiver from DHCD of the requirement that the Town appoint a tenant (see Section 8. Waivers).

No LTO(s).

- LHA sends written notices to each public housing tenant household and posts notices in common areas informing residents that if they wish to be considered for the Town Appointed Tenant Board Member seat, they must submit their names to the Town Clerk within 30 days. The notices must include contact information for the Town Clerk, as well as information about training programs available to Tenant Board Members.
- If the Town does not receive any names from tenants within 30 days of the notices to residents, then the Town may appoint any eligible tenant of its choosing to the Town Appointed Tenant Board Member seat.
- The Town is required to make an appointment within 30 days after the deadline for tenants to submit names.
- If there is no person who is eligible and willing to serve as the Town Appointed Tenant Board Member then the LHA may seek a waiver from DHCD of the requirement that the Town appoint a tenant (see Section 8. Waivers).

Where there is no vacant seat on the effective date (May 15, 2021)

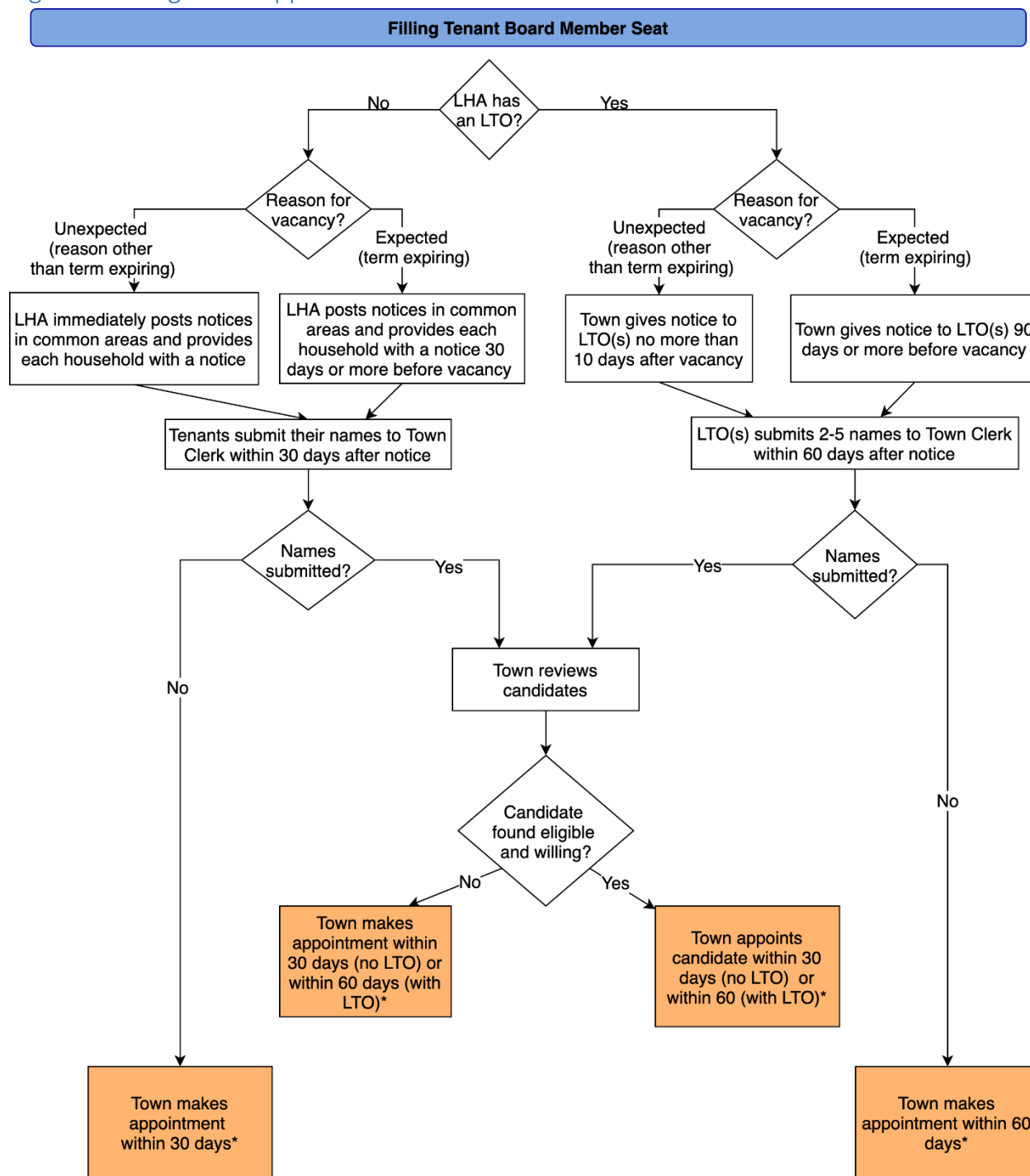
With an LTO(s).

- The Town is required to give the LTO(s) at least ninety days' written notice of the upcoming expiration of the term of the seat that is to become the Town Appointed Tenant Board Member Seat. If a vacancy occurs in the seat to become the Town Appointed Tenant Board Member Seat for some reason other than the expiration of a term, then the Town is required to give LTOs at least 10 business days written notice that the vacancy has occurred.
- Town follows procedures for "With an LTO(s)" listed above.

No LTO(s).

- LHA gives notice immediately after unexpected vacancies and at least 30 days before vacancies due to term expiration.
- LHA follows procedures for "No LTO(s)" listed above.

Figure 2. Filling Town Appointed Tenant Board Member Seat



*Federal tenant gets preference if applicable

Section 8. Waivers

LHAs may request waivers from DHCD that will temporarily postpone the appointment of the Town Appointed Tenant Board Member pursuant to this legislation. Waivers may be requested by an LHA through an online form found on the DHCD Admin Housing Applications page.⁶

Waivers may be requested under two conditions:

- 1) LHA Board already has a Town elected or appointed Board member who is a member of a tenant household or rental assistance household; or
- 2) No person is eligible and willing to serve as the Town Appointed Tenant Board Member.

Note: Because it is not possible to determine the Town Appointed Board Member seat until the law becomes effective, LHAs should not request waivers from DHCD until at least May 15, 2021.

Waiver Type 1

LHA Board already has a Town elected or appointed Board member who is a member of a tenant or rental assistance household

LHAs may request a waiver where a person who is a tenant or an adult authorized household member residing in a public housing in the Town or a participant of a rental assistance program administered by the LHA is currently serving as an elected member or as a member who was appointed for the remainder of a term by the Town to fill a vacancy. The availability of such waivers is not meant to imply that there may only be one member on the LHA Board who is a tenant, but rather to allow more time for LHAs that already have one or more tenants on the Board to transition to a Town Appointed Tenant Board Member. LHAs are not expected nor required to submit a request for a waiver on these grounds, and a Town is required to appoint Tenant Board Member to an LHA that already has tenant(s) on the Board if an LHA has not received a DHCD waiver to postpone such an appointment.

Waivers granted are valid for one year and may be renewed for one year at a time until the elected or appointed member who is identified in the waiver vacates the seat or until the expiration of that member's term. At that point, the seat becomes the Town Appointed Tenant Board Member Seat and the Town and LHA should follow the appointment process described above.

In order to request a waiver on these grounds, LHA must provide the following information:

- Name of Board Member who is a tenant/rental assistance participant and date that the term of the seat that they occupy expires (end of 5-year term for which person was elected by Town or end of remainder of term if person was appointed by Town to fill vacant seat);
- Certification by the LHA and the tenant/participant that the Board Member is a tenant of the LHA and identification of the housing program in which the tenant/participant is housed;

⁶ See Attachment F. for additional information.

- Agreement by the tenant/participant and the LHA to notify the Town if the Board Member is no longer a tenant/participant of LHA housing or is no longer a member of the Board.

Waiver Type 2

No person is eligible and willing to serve as the Town Appointed Tenant Board Member

If there is no person who is eligible and willing to serve as the Town Appointed Tenant Board Member after the LHA has given the required notice to its residents of the opportunity to serve, then the LHA may request DHCD to grant a waiver so that the Town may appoint a person other than a person who is eligible as a Tenant Member, who will be appointed to a one-year term.

In order to request a waiver on these grounds, an LHA must provide the following information:

- Written statement of why a waiver is being requested;
 - o Identification of any LTO(s) and their contact information;
 - o Date/time of meetings with all LTO(s) with brief description of meeting content;
 - o LHAs must indicate to DHCD the dates and locations of posting of notices.
- Evidence of notices which may include:
 - o Copies of notices posted on the LHA's web page and in the common areas of the LHA;
 - o Copies of notices sent to all LHA households of tenants and rental assistance participants;
 - o Notices should inform tenants of the opportunity to serve as a Board member, including contact information for the Town Clerk and describe the available technical assistance training programs available to Tenant Board Members.

Prior to granting a waiver DHCD will review the LHA's written statement and determine whether the LHA provided the required notices. Waivers may be only granted for one-year periods, but they may be renewed upon the same showing of need by the LHA.

If DHCD grants a waiver, it shall notify the LHA and the Town that a person other than a person who is eligible to be a tenant member may be appointed to the Town Appointed Tenant Board Member seat for a one-year period. The LHA must notify its LTO(s), if any, of this waiver and post the waiver online and throughout common areas of its developments.

Section 9. Tracking Town Appointed Tenant Board Members

When a Town Appointed Tenant Board Member has started their term, LHAs should record this information in the LHA Board Attendance application by marking the column "Town Tenant Board Member." A Board Member is considered a "Town Appointed Tenant Board Member" after an appointment has been made by the Town of a person who meets the definition of Tenant Member in c. 121B, sec. 1.

Section 10. Attachments

Attachment A. LHA Information to Town

Attachment B. LHA Notice to Tenants

Attachment C. Tenant to Town Clerk

Attachment D. Town to LTO Notice of Vacancy

Attachment E. LTO Names Submitted to Town

Attachment F. Requesting Waivers

Please contact your HMS with any questions regarding this notice.



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

MEETING DATE: 6/22/2021

Agenda Item	Outdoor Dining Update
Presenter(s)	Katie King, Assistant Town Manager/Operations

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Assistant Town Manager Katie King will discuss the following draft policy goals for future outdoor dining options with the Select Board: 1. Create quality public spaces that contribute to people's health, happiness, and sense of connection to Needham and with each other. 2. Support small businesses through added vibrancy and engagement in our business districts. 3. Maintain safe and accessible sidewalk access for all users. 4. Balance the needs of other street activities, including adequate parking infrastructure.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Discussion Only.</i>	
3.	BACK UP INFORMATION ATTACHED

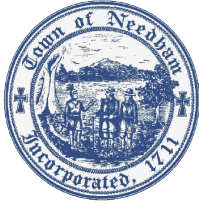


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 6/22/2021

Agenda Item	Remote Meeting Update
Presenter(s)	Katie King, Assistant Town Manager/Operations

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Assistant Town Manager Katie King will update the Board on the current status of remote meetings.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Discussion Only.</i>	
3.	BACK UP INFORMATION ATTACHED

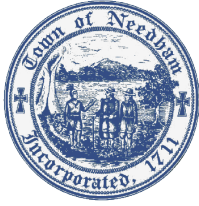


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 06/22/2021

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	

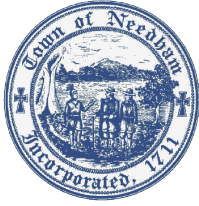


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 06/22/2021

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	



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

MEETING DATE: 06/22/2021

Agenda Item	Executive Session
Presenter(s)	

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Exception 3: Potential Litigation & Collective Bargaining	
2.	VOTE REQUIRED BY SELECT BOARD
<u>Motion Under Exception 3:</u> To discuss strategy with respect to collective bargaining or litigation, if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares. The Board will not return to open session prior to adjourning.	
3.	BACK UP INFORMATION ATTACHED
(Describe backup below) none	

TOWN OF NEEDHAM

Special Municipal Employee Designation 6/22/2021

Affordable Housing Trust
Board of Appeals
Board of Assessors
Board of Health
Commission on Disabilities
Commissioners of Trust Funds
Community Preservation Committee
Conservation Commission
Council of Economic Advisors
Constables
Contributory Retirement Board
Council on Aging
Cultural Council
Design Review Board
Finance Committee
Future School Needs Committee
Golf Course Advisory Committee
Historical Commission
Housing Authority
Human Rights Committee
Local Emergency Planning Committee
MBTA Advisory Board Representative
Metropolitan Area Planning Council Representative
Moderator
MWRA Advisory Board Representative
Needham Community. Revitalization Trust Fund
Needham Community Television Development Corporation
Needham Domestic Violence Action Committee
Norfolk County Advisory Board
Needham Unite Against Racism Working Group
Park & Recreation Commission
Personnel Board
Permanent Public Building Committee
Planning Board
Property Tax Assistance Committee
Rail Trail Advisory Committee
Regional Transportation Advisory Council Representative
Registrar of Voters
School Committee
Select Board
Solid Waste Disposal/Recycling Advisory
Subcommittee to Study Minuteman School
Taxation Aid Committee
Technology Advisory Board

Town Clerk
Traffic Management Advisory Committee
Transportation Committee
Trustees of Memorial Park
Trustees of Public Library
Water/Sewer Rate Structure Committee
Youth Commission

**Town of Needham
Select Board
Minutes for Tuesday, June 8, 2021
<https://us02web.zoom.us/j/89093905788>**

6:30 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Matthew Borrelli. Those present were Marianne Cooley, Daniel P. Matthews, Lakshmi Balachandra, Marcus Nelson, and Town Manager Kate Fitzpatrick. . In addition to the Select Board, Dave Davison, ATM/Finance, Katie King, ATM/Operations, and Sandy Cincotta, Support Services Manager also participated. Recording Secretary Mary Hunt recorded the meeting remotely.

Mr. Borrelli announced this open meeting is being conducted remotely consistent with Governor Baker's Executive Order of March 12, 2020 due to the current state of emergency from the outbreak of the COVID-19 virus. He noted all public gatherings have been suspended as advised and directed by the Commonwealth. And, as such, suspending the requirement of the open meeting law to have all meetings in a public, accessible, physical location while encouraging and allowing members of all public bodies to participate remotely. Mr. Borrelli stated the meeting will not include public comment and the Needham Select Board and all attendees are convening by Zoom, as posted on the Town's website identifying how the public may join. He said all supporting documents used at this meeting are available on the Town's website www.needhamma.gov.

Motion by Ms. Cooley that this meeting be continued to the Select Board's next scheduled meeting on Tuesday, June 22, 2021, if a technical problem develops that makes it impossible for the Select Board to conduct the meeting in this format.

Second: Mr. Nelson. Unanimously approved 5-0 by roll call vote.

6:32 p.m. Proclamation in Honor of George Yered:
Ms. Cooley read a proclamation congratulating George J. Yered on his 100th birthday and thanked him for his service to our country.

Motion by Ms. Cooley that the Needham Select Board and the citizens of Needham jointly express their congratulations on the 100th birthday of George J. Yered and appreciation for his service to our country.

Second: Mr. Matthews. Unanimously approved 5-0 by roll call vote.

The Board wished Mr. Yered all the best on the occasion of his 100th birthday.

6:34 p.m. Appointments and Consent Agenda:
Motion by Ms. Cooley that the Select Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS: No Appointments were made at this meeting.

CONSENT AGENDA *=Backup attached

- 1. Approve a request from the Exchange Club of Needham to sponsor the 4th of July parade which will begin at 9:00AM and finish by 11:30AM. Event has been approved by the Police, Fire, and Health Department.**
- 2.* Approve a request from Julie Richmond of the Charles River YMCA, who has submitted a Road Event form, to hold its “Charles River Annual Independence Day 5K Run” on Monday, July 5, 2021 from 8:00AM to 9:00 AM The route has been approved by the following departments, DPW, Police, Fire and Park and Recreation.**
- 3. Vote to extend the authorization granted to the Town Manager by its votes of June 9, September 22, and November 10, 2020 to grant all local approvals necessary to allow existing local businesses to utilize outdoor seating in parking lots, on-street parking spaces, sidewalks, landscaped yard areas or other appropriate locations to provide more space to serve patrons from sixty days after the Governor’s Declaration of Emergency is rescinded to October 31, 2021 or such later date as may be approved by the Massachusetts Legislature, such authorization to remain subject to all the terms and conditions stated in the Board’s original vote.**
- 4.* Approve minutes of May 19, 2021 and May 25, 202**
- 5* Approve a Special One Day Wines & Malt Beverages Only License for Lindsay Martin, of Needham Pool & Racquet Club to host a New Member Reception on Friday, June 11, 2021 from 6:00 p.m. to 9:00 p.m. The event will be held at Needham Pool & Racquet Club, 1550 Central Avenue, Needham, pending Police approval.**
- 6. Grant permission for the following residents to hold block parties:**

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Sean Finnegan	41 Mellen Street	Mellen Street	6/12/21	6/13/21	2pm-10pm
Celia Carboni	42 Greenwood Ave	Greenwood Ave	7/17/21	7/18/21	2pm-9pm

Second: Mr. Nelson. Unanimously approved 5-0 by roll call vote.

6:35 p.m. Park & Recreation Summer Update:
Cindy Chaston, Chair, Park & Recreation Commission, Chris Gerstel, Vice-Chair, Park & Recreation Commission, and Stacey Mulroy, Director of Park & Recreation updated the Board on Summer 2021 recreational programs and the Pools at Rosemary Recreation Complex.

Ms. Chaston said she is excited for the summer pool season and thanked the community for its incredible support of resources over the last few years.

Mr. Gerstel said he is excited for the pool season and the summer camps, and reiterated Ms. Mulroy has the full support of the Park and Recreation Commission.

Ms. Mulroy commented seven weeks of programs are being offered from June 28, 2021 to August 15, 2021. She said programs will be held at the Newman Elementary School, Eliot School, and Cricket Field, and will include arts and crafts, sports, theatre, tennis, reading and math.

Ms. Balachandra asked about choosing program locations, staffing, and commented on the poor condition of the tennis courts.

Ms. Mulroy said locations are chosen in consultation with the Building and Maintenance department, noting schools requiring upgrading or heavy maintenance over the summer are avoided so work can take place. She commented that staffing programs is easier due to the set schedule, noting staffing the pool with lifeguards is more challenging. Ms. Mulroy concurred the tennis courts need upgrading and are on the long-term capital plan for renovation.

Mr. Borrelli commented on Covid-19 and asked about incorporating CDC guidelines into summer activities?

Ms. Mulroy said, at this time, everyone will be required to have a mask with them at all times, noting masks will not be required to be worn outside, but everyone will be required to wear a mask inside.

Ms. Cooley suggested funds for upgrading the tennis courts could come from the Athletic Facilities Fund.

Ms. Mulroy commented on the pools, saying the spray deck is open 10 a.m. - 6 p.m. and is very popular. She said the pool will open this weekend on Friday, Saturday, and Sunday from 2 p.m. to 7:30 p.m., with three time slots available for residents to choose. Ms. Mulroy said lifeguard, recertification, swim lesson instructor training, and on-going maintenance will take place the week of June 13th, while school is still in session. Ms. Mulroy said the pool will be fully open to the public on June 18th until August 15th. She said after August 15th, the pool will remain open as long as staffing is available. She noted time slots and capacity limits are in effect, based on the number of staff, noting the challenging lifeguard issue across the nation. Discussion ensued on the pool safety, the number of lifeguards necessary to run a fully operational pool, and on-going lifeguard certification training.

The Board thanked Ms. Chaston, Mr. Gerstel, and Ms. Mulroy for the update.

6:56 p.m.

Policing Recommendations Update:

John Schlitter, Chief of Police and Kate Fitzpatrick, Town Manager discussed the recommendations that have been made about policing in Needham and have asked for Board feedback on the next steps and priorities.

Mr. Borrelli acknowledged the past week in Massachusetts has been tragic for several police departments and offered condolences to the families. Chief Schlitter said he appreciates the thoughts.

Ms. Fitzpatrick commented the “Status of Recommendations Relating to Law Enforcement in Needham, DRAFT June 4, 2021” include recommendations made by the NUARI working group, Equal Justice Needham, and the Tidwell Report. She pointed out the Select Board agenda packet also includes detailed information on the police department’s operations. She said a link will be on the Town’s website and encouraged people to take a look at the information.

Chief Schlittler reviewed the “Status of Recommendations to Law Enforcement in Needham, DRAFT June 4, 2021” saying some recommendations are repetitive, but all will be addressed during the presentation. Chief Schlittler commented on NUARI recommendations including building mutual trust and respect, a series of conversations between the public and police officers, and education through the Citizen’s Academy. Chief Schlittler commented he has met with a local AAPI group to discuss the increase in hate crimes and violence against the Asian American Pacific Islander community. He said a goal of the discussion was to let the group know the police can be contacted and how complaints are investigated. Chief Schlittler said he also spoke with representatives from the Chinese Friends of Needham as a panelist with the Norfolk District Attorney and local government representatives about the increase in hate crimes. He commented on discussions with the chair and members of the Needham Human Rights committee to discuss collaborating, the role of the police, and creation of a response and compliant process. Chief Schlittler said NUARI has been contacted to continue discussion and find ways to make connections within the BIPOC community. He commented that building trust and relationships within the community is an ongoing process. Chief Schlittler said he will continue working with the Town Manager and ATM/Operations to develop a framework for discussions between police officers and members of the BIPOC community. Discussion ensued on the planned Citizen’s Police Academy for the fall 2021 as a way of educating the public as to what police officers do on a daily basis. Chief Schlittler said he is also scheduled to speak with members of the North Hill community in November 2021.

Chief Schlittler commented on mental health training, threshold inquiries, de-escalation techniques, and the impact of implicit bias on policing. Chief Schlitter said he believes Needham has robust mental health resources in place, including a Community Outreach Officer and an embedded clinical social worker to assist people before a crisis occurs.

Ms. Balachandra questioned terminology and asked Chief Schlittler to define the meaning of de-escalation. Chief Schlittler explained de-escalation occurs in two ways: to help a person who may be at an assaultive level to calm down for a safe outcome and also to help officers to calm down as well. Ms. Balachandra thanked

Chief Schlitter for the helpful explanation, saying it is good to hear that both sides must think about de-escalation.

Mr. Nelson asked about recently completed implicit bias training and asked how frequently the training occurs? He said frequent sub-courses would be beneficial.

Chief Schlittler said the training is yearly but could be supplemented. He said the Massachusetts Police Training Council will have mandatory in-service training on implicit bias, racial profiling, etc., and that the Needham police department will offer additional training.

Ms. Cooley commented the training is important and appreciated. She said an observation made at the NUARI meeting last night was that there needs to be a more holistic and integrative approach, suggesting a daily and/or on-going refresher approach.

Chief Schlittler concurred with Ms. Cooley's observation.

Discussion ensued on recommendations, including the priority of leaving the Civil Service, implementation of the new state police reform law and the POST Commission, review of the Use of Force policy, the Select Board serving as the oversight body, regular reporting of available key enforcement data and the NPD Dashboard of information, and regional collaboration with surrounding communities.

Chief Schlittler commented on recommendations in the Tidwell Report. He addressed NPD policy 4.01, Internal Affairs, including Eyewitness Identification, Follow-up investigations, Courtesy to the Public, Requests for Officer Identification, Articulation of Standard of Proof, Review and Oversight of Internal Investigations, and Recording of IA Interviews.

Chief Schlittler commented on the Equal Justice in Needham Public Safety Report Recommendations including the creation of a dashboard of relevant metrics, publication of the names, rank/role and training of all NPD employees, policies related to mental health, complaints and disciplinary procedures, bias, and hiring.

Mr. Nelson suggested publishing training information on a more frequent basis rather than annually, as it is beneficial for communication and transparency.

Chief Schlittler said some of the information could be published more frequently, including in-house group training.

Chief Schlittler commented on the priority NPD's response to mental health, noting officers presented Needham's mental health model to other departments in Norfolk County and beyond because of how beneficial and productive it has been. He said

Needham and the state of Massachusetts are “above the curve.” He commented on mental health training and the One Mind Pledge.

Discussion ensued on the POST Commission, its oversight, and the timeline. Chief Schlittler said he anticipates more information by the end of summer or fall on the roll out of the POST Commission, the importance of the School Resource Officer, and the goal of becoming a certified and accredited police department.

Ms. Balachandra suggested it would be helpful to have data and information (i.e. school data) shared on the Dashboard for residents to know the community activities of the police department.

Mr. Borrelli asked for questions and comments from the Board.

Mr. Nelson thanked Chief Schlittler for his time, saying he appreciates the thought he is putting into the recommendations. He said he looks forward to working with Chief Schlittler and collaborating with him in the future. Mr. Nelson said Needham is taking steps toward the common goal of making the Town better due in part, to the leadership of Chief Schlittler. Mr. Nelson said he looks forward to further updates, acknowledging “the process has begun” and it is a bright spot for the Town.

Mr. Matthews thanked Chief Schlittler and Ms. Fitzpatrick, noting the work is very thorough and took time to compile. He said all of the work is aimed at following through on commitments made by the Select Board and Town to improve public safety and race equity in Needham. Mr. Matthews commented on the creation of the POST Commission to oversee police performance statewide. He said there is a long period to roll out the new agency, construct policies, and work through any unintended consequences. He said how the Town continues operations in the interim is the question. Mr. Matthews said the Chief is acting carefully and independently to use his authority to do things in Town that will fit with the new statewide system once it is rolled out. He thanked the Chief for his work. He noted exiting the Civil Service is complicated, but an important step for the Town. Mr. Matthews concluded change is not easy, but it must be done fairly and equitably for everyone.

Ms. Balachandra echoed her thanks to Chief Schlittler, saying the report and his responses are tremendous. She said she appreciates the chief’s efforts to address the recommendations. She reiterated her offer of help and collaboration.

Ms. Cooley thanked Chief Schlittler for his work.

Mr. Borrelli thanked Chief Schlittler for his leadership in making Needham a strong and safe community. He said the duty of the Select Board is to support the Chief and the department in the work. He said he appreciates tonight’s discussion.

8:24 p.m. Town Manager:
Kate Fitzpatrick, Town Manager spoke with the Board regarding 6 items:

1. Remote Participation by Members of Public Bodies

Katie King, ATM/Operations reminded the Board the Governor's COVID-19 State of Emergency expires on June 15, 2021, ending certain relief provided to the Town under the Open Meeting Law (M.G.L. c.30A, §§18-25). Barring changes in state law, as of June 15, all public bodies will be required to provide in-person access for the public and all members of public bodies would be required to attend meetings in person. The Governor has filed legislation to allow entirely remote public meetings to continue until September 1, 2021, to provide more time for municipalities to transition and for the Legislature to consider more permanent changes to the Open Meeting Law.

She suggested the Select Board authorize the adoption of 940 CMR 29.10, which would allow members of public bodies to participate remotely until September 1, 2021.

Motion by Mr. Matthews that the Board vote to authorize the adoption of 940 CMR 29.10 so that remote participation is permitted for meetings of all local public bodies within the Town of Needham until September 1, 2021.

Second: Ms. Cooley. Unanimously approved 5-0 by roll call vote.

2. July 4th Parade Update

Katie King, ATM/Operations updated the Board on the status of the July 4th Parade. Ms. King said the Exchange Club will host the annual parade on Monday, July 5, 2021 at 9 a.m. She reiterated the annual fireworks display will not take place until 2022. She said additional details can be found at needhamexchangeclub.org.

3. On-line Bill Payment Options

David Davison, ATM/Finance updated the Board on the status of current and planned on-line bill payments. He noted many bills can already be paid online by credit card or echeck, including water and sewer, motor vehicle excise tax. He said several types of donations including the Property Tax Assistance, Gift of Warm fund, and the Community Revitalization fund can be made online. He noted birth certificates, death certificates, burial permits, dog licenses, building permits, parking tickets, and people registering for many Park and Recreation programs can pay online through the Town's website. Mr. Davison said additional online payments, including property tax payments are scheduled to be available in the future, noting many software applications are necessary to process different types of payments.

Mr. Borrelli thanked Mr. Davison for the comprehensive list of available online payment options.

4. Reservoir Path Naming

Ms. Fitzpatrick reminded the Board it discussed options for renaming the Reservoir Trail on April 14, 2021, noting additional feedback from the public and various stakeholders was solicited. Based on feedback and comments received, the Town Manager recommends the name Amity Path. She noted it will be important that the status of the path as accessible to persons of all abilities continue to be communicated.

Motion by Mr. Matthews that the Select Board vote to rename the Reservoir Trail the Amity Path.

Second: Ms. Balachandra. Unanimously approved 5-0 by roll call vote.

5. Off-premises Sale of Alcohol

Ms. Fitzpatrick discussed options for updating the Town's off-premises sale of alcohol Special Act. She commented on the draft Home Rule petition to allow the Town to adjust the number of off-premises licenses, essentially bringing the number in line with M.G.L chapter 138, which sets forth quotas for licenses based on population size. She said if the Board wishes to proceed and move forward in October, she said she will talk to the appropriate people to make sure the format is in order for house counsel and included in the Special Town Meeting warrant.

Mr. Matthews concurred, noting Needham's quota was set by a referendum.

Mr. Borrelli suggested the Board revisit the language of the petition at a future meeting.

6. Town Manager Report

Mr. Davison reminded the Board water and sewer rates are usually set in June. He noted, however, water usage changed significantly in the past year since the start of the pandemic, as commercial usage is down, and residential usage is up. He explained that now that the state is reopening, there is a possibility of a reversal in the trend and additional data could prove helpful in setting rates. He said the Water and Sewer Rate Committee will reconvene in September to review data and to recommend a rate structure to the Select Board, with an anticipated public hearing on October 12, 2021 and vote by the Board on October 26, 2021.

Mr. Borrelli concurred with Mr. Davison, particularly due to the fluctuating market and use.

Ms. Fitzpatrick said she was informed by Congressman Auchincloss's office that the Christina Street Bridge project was funded by the House Committee for \$1.6 million. She said she is hopeful full funding will be approved by the House.

8:52 p.m. Board Discussion:

1. June 22, 2021 Meeting

Mr. Borrelli said he desires an in-person meeting in Powers Hall on June 22, 2021, noting the situation is not ideal.

Ms. Fitzpatrick explained the technology available in Powers Hall for the meeting so people can attend in-person and on Zoom.

Motion by Ms. Cooley that the Board vote to hold its June 22, 2021 meeting in-person.

Second: Mr. Matthews. Unanimously approved 5-0 by roll call vote.

2. NUARI Update

Ms. Cooley reviewed key points from last night's NUARI meeting, noting discussion on setting up a committee to work on planning for community conversations. She said the committee will include representatives from Needham Human Rights, Needham Diversity Initiative, etc. She said discussion included the composition of the committee, saying a new school committee representative and high school student representative will be added. She said the first communication session being run by the Public Information Officer will be held on June 30, 2021 and NUARI members were asked to reach out to their networks to make sure people are aware of the sessions. She encouraged the Select Board to also reach out to their network of constituents. Ms. Cooley mentioned NUARI will also gather in person on June 28, 2021, noting the chairs of various committees that have vacancies will be asked to join the meeting and answer questions for NUARI members who may be interested in applying for various committee openings.

Mr. Nelson concurred it is important to get as broad a pool of interest in the various vacant committees and to remain committed to diversifying Town boards, committees, and Town employees.

Mr. Borrelli said the in-person NUARI meeting will be terrific, as many people on the committee are new to town government and will get to meet in person.

3. Committee Reports

No Committee Reports

9:06 p.m. Adjourn:

Motion by Mr. Nelson that the Select Board vote to adjourn the Select Board Meeting of Tuesday, June 8, 2021.

Second: Mr. Matthews. Unanimously approved 5-0 by roll call vote.

A list of all documents used at this Select Board meeting is available at:

<http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID>