

SELECT BOARD Meeting Agenda
6:00 p.m. May 24, 2022
NEEDHAM TOWN HALL – SELECT BOARD CHAMBERS
&
ZOOM
REVISED

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 or click the link below to join the webinar:

<https://us02web.zoom.us/j/85709594208?pwd=VWUvUkUyWDNBYSN4Zk1tModLSlcvUT09>

Passcode: 323051

One tap mobile: 13017158592,,85709594208#

Webinar ID: 857 0959 4208

	6:00	Public Comment Period Citizens are encouraged to inform the Office of the Town Manager in advance via email (OTM@needhamma.gov), telephone (781) 455-7500 extension 204, or in person by the end of the business day prior to the meeting of their intent to participate in the public comment period. The Chair will first recognize those who have communicated in advance their desire to speak for up to three minutes. If time allows, others wishing to speak will be recognized in an order determined by the Chair for up to three minutes. The Board's policy on public participation in meetings can be found here .
1.	6:00	Pride Month Proclamation
2.	6:00	Public Hearing: Grant of Location – 463 South Street Joanne Callender, Eversource
3.	6:05	Public Hearing: Alteration of Premises for an All-Alcohol License in a Restaurant – Latin-A Group, LLC dba Latina Kitchen Antonio De Trizio, Manager
4.	6:15	Public Hearing: Modification, Suspension or Revocation of Alcohol License – Zucchini Gold, LLC dba The Rice Barn Chalernpol Intha, Manager
5.	6:30	Public Hearing: Dangerous Dog Hearing (continued from April 13, 2022) Diana Rasoul, Dog Owner
6.	7:00	Town Manager Remote Participation Policy Discussion

		• Home Rule Petition: Off-Premises Alcohol Licenses • Town Manager Report
7.	7:15	Board Discussion • 557 Highland Avenue Project Comments for Planning Board Hearing • Committee Reports
8.	7:30	Executive Session: 6 (Purchase of Real Property)

APPOINTMENTS

1.	Edward Olsen	PPBC User Representative/Ridge Hill Demolition Project, Term Exp: 6/30/2025
2.	Timothy McDonald	PPBC User Representative/Center at the Heights Space Utilization Study, Term Exp: 6/30/2025
3.	Barry Dulong	PPBC User Representative/Center at the Heights Space Utilization Study, Term Exp: 6/30/2025
4.	Thomas Ryder	PPBC User Representative/Public Works Facilities Improvements, Term Exp: 6/30/2025
5.	Carys Lustig	PPBC User Representative/Public Works Facilities Improvements, Term Exp: 6/30/2025

CONSENT AGENDA *=Backup attached

1.	Accept the following donation made to the Needham Health Division, Domestic Violence Action Committee (DVAC): \$30 from Claire Blum				
2.	Accept the following donations received by the Needham Public Library: The Needham Garden Club donated \$25 in memory of Fran Phillips, past president of the Club, and Jan Drake donated a copy of her book, <i>Remember Me to All the Friends</i> (estimated value of \$60).				
3.	Accept the following donations made to Needham Aging Services: \$50 from Kana Mitra and \$16,023.95 from The Friends of the Center at the Heights.				
4.	Accept the following donations made to the Needham Community Revitalization Trust Fund: \$100 from the Rotary Club of Needham, Inc., and \$1,500 from The Exchange Club of Needham.				
5.	Approve the Race Amity Day Celebration by the Needham Human Rights Committee to be held on Sunday, June 12, 3:00-6:00 p.m. at Amity Path.				
6.	Approve the AAPI Spring Arts and Craft Event by the Chinese Friends of Needham to be held on Saturday, June 4, 10:00 a.m. – 12:00 p.m. on the Town Common, pending review by the following departments: Police, Fire, and Public Works.				
7.	Ratify approval for the British Invasion by the Plugged-In Band Program held on Saturday, May 21 from 7:00-10:00 p.m. on the Town Common.				
8.	Grant permission for the following residents to hold block parties:				
	Name	Address	Party Location	Date	Rain Date
	Ratify - Angela Ledbury	58 Beaufort Ave.	Between Bond & Nicolas on Beaufort Avenue	5/20/22	5/22/22
	Jennifer Bannon *Live Music*	61 Jarvis Circle	Jarvis Circle	6/17/22	N/A
					Time
					5pm-8pm
					5pm-10:30pm

PROCLAMATION

- WHEREAS:** The Town of Needham is a welcoming community and is a good place to live; and
- WHEREAS:** Needham recognizes and values diversity of its residents and people everywhere; and
- WHEREAS:** Needham recognizes and values the contribution that each and every resident makes to work, improve recreation, and civic life in our Town; and
- WHEREAS:** LGBTQIA+ members of our Town are full and participating members of our community; and
- WHEREAS:** We all appreciate the rich tapestry of ethnic, cultural, racial, sex, and gender identities of the residents of our Town; and
- WHEREAS:** LGBTQIA+ teens are at especially high risk of experiencing discrimination, mistreatment and even violence, and have increased suicide rates, and the Town is committed to ensure that they are safe, valued, and supported.

NOW THEREFORE, be it resolved that June, 2022 be declared Pride Month in the Town of Needham and that all residents be encouraged to recognize and acknowledge the contributions of the LGBTQIA+ members of our community as we continue to advance the principles of liberty, equality, and inclusivity for all.

Signed this 24th Day of May 2022

Select Board of Needham



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

MEETING DATE: 5/24/2022

Agenda Item	Public Hearing: Eversource Grant of Location: 463 South Street
Presenter(s)	Joanne Callender, Eversource Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately 17 feet of conduit in South Street. This work is necessary to provide electric service to 463 South Street, Needham, MA. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, that conduit must be placed at 24" below grade to the top of the conduit.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Select Board approve and sign a petition from Eversource Energy to install approximately 17 feet of conduit in South Street.	
3.	BACK UP INFORMATION ATTACHED
a. DPW Petition Review b. Letter of Application c. Order d. Petition e. Petition Plan f. Photos of Site g. Notice Sent to Abutters h. List of Abutters	

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

Please email confirmation date & time of hearing

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 5/3/2022

REVIEWER:

Rawa.

SITE LOCATION: #463 SOUTH ST.

UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

- A Sidewalk/Grass Strip Crossing Only** Peer Review tar
- B Work Within Paved Road Perpendicular Crossing** Peer Review _____
- C Work Within a Plaza Area/Landscaped Island/Parallel Along Roadway**
Peer Review _____ Div. Head Review _____
- D Other** Peer Review _____ Div. Head Review _____

- | | |
|---|---|
| ☐ Petition Plan Consistent with Field Review | ☐ Old Pole Removed <i>N/A</i> |
| ☒ Diameter of Conduit <i>3"</i> | ☒ Cables Transferred to New Pole <i>NO</i> |
| ☒ Depth of Conduit | ☒ New Riser on Pole <i>NO</i> |
| ☒ Utility Conflicts | ☒ Visible Trench Patch across Road/Sidewalk <i>NO</i> |
| ☒ Crossing Perpendicular to Road | ☐ Abutters List Complete |
| ☒ Public Road | ☒ Photos Included |
| ☐ Double Pole <i>N/A</i> | |

Department Head _____

COMMENTS:

LOOKS GOOD NO TRENCH IN SIDEWALK. NO RISER ON POLE AS OF YET.

Okay to proceed tar 5/13/22

April 27, 2022

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: South Street
Needham, MA
W.O.# 7843837

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 17 feet of conduit in South Street.

The reason for this work is to provide electric service to 463 South Street.

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

Very truly yours,

Richard M. Schifone

Richard M. Schifone, Supervisor
Rights and Permits

RMS/wls
Attachments

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM**

WHEREAS, **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** has petitioned for permission to construct a line for the 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:

South Street - Northerly from pole 12/52, approximately 1208 feet west of Edgewater Drive, install approximately 17 feet of conduit.

W.O.# 7843837

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

1. Conduits and manholes shall be located as shown on the plan made by **T. Thibault, dated April 21, 2022** 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 _____ 2022 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 _____, 2022 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

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

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

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

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

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **T. Thibault, dated April 21, 2022**, and filed herewith, under the following public way or ways of said Town:

South Street - Northerly from pole 12/52, approximately 1208 feet west of Edgewater Drive, install approximately 17 feet of conduit.

W.O.# 7843837

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

By: *Richard M. Schifone*

Richard M. Schifone, Supervisor
Rights & Permits

Dated this____**th day of** _____

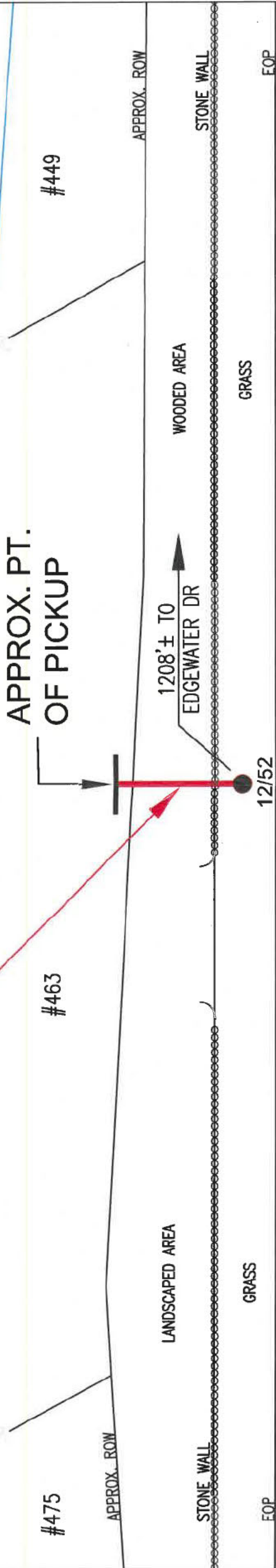
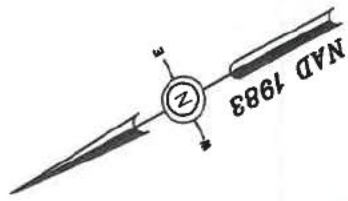
Town of **NEEDHAM** Massachusetts

Received and filed _____2022

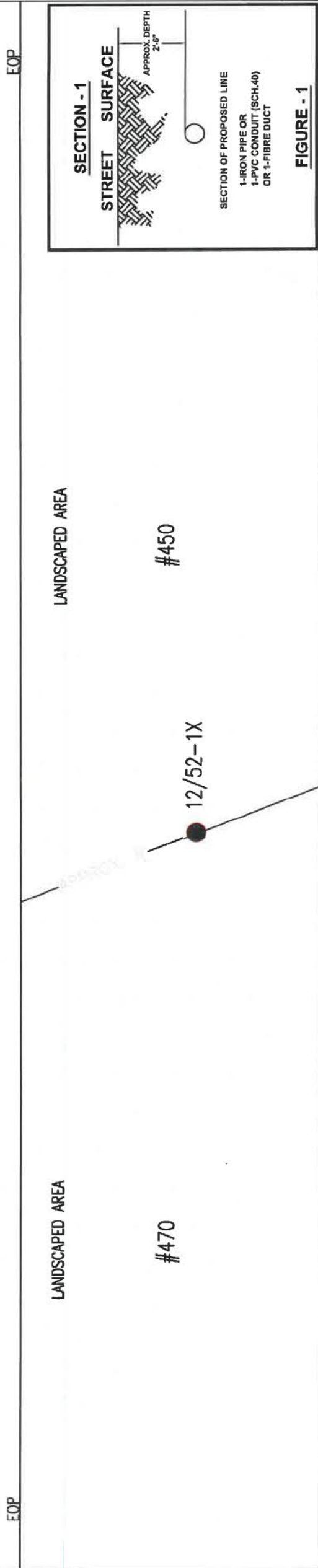
1"=40'
N



INSTALL 1 - 3" PVC PIPE
SCHEDULE 40, NO CONCRETE
SECTION 1 FIG. 1 17'±



SOUTH ST



C#		NSTAR EVERSOURCE	
Ward #		1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Work Order # 7843837		Plan of SOUTH ST	
Surveyed by: N/A		NEEDHAM	
Research by: N/A		Showing PROPOSED CUSTOMER CONDUIT LOCATION	
Plotted by: LM			
Proposed Structures: LM			
Approved: T THIBAUT		Scale 1"=20'	
P#		SHEET 1 of 1	
MASS. LAW		Date APRIL 21, 2022	
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES			
BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233			

Eng

TOWN OF NEEDHAM, MASSACHUSETTS

Building Inspection Department

Assessor's Map & Parcel No. 202 - 8

Building Permit No. 9/20/01377

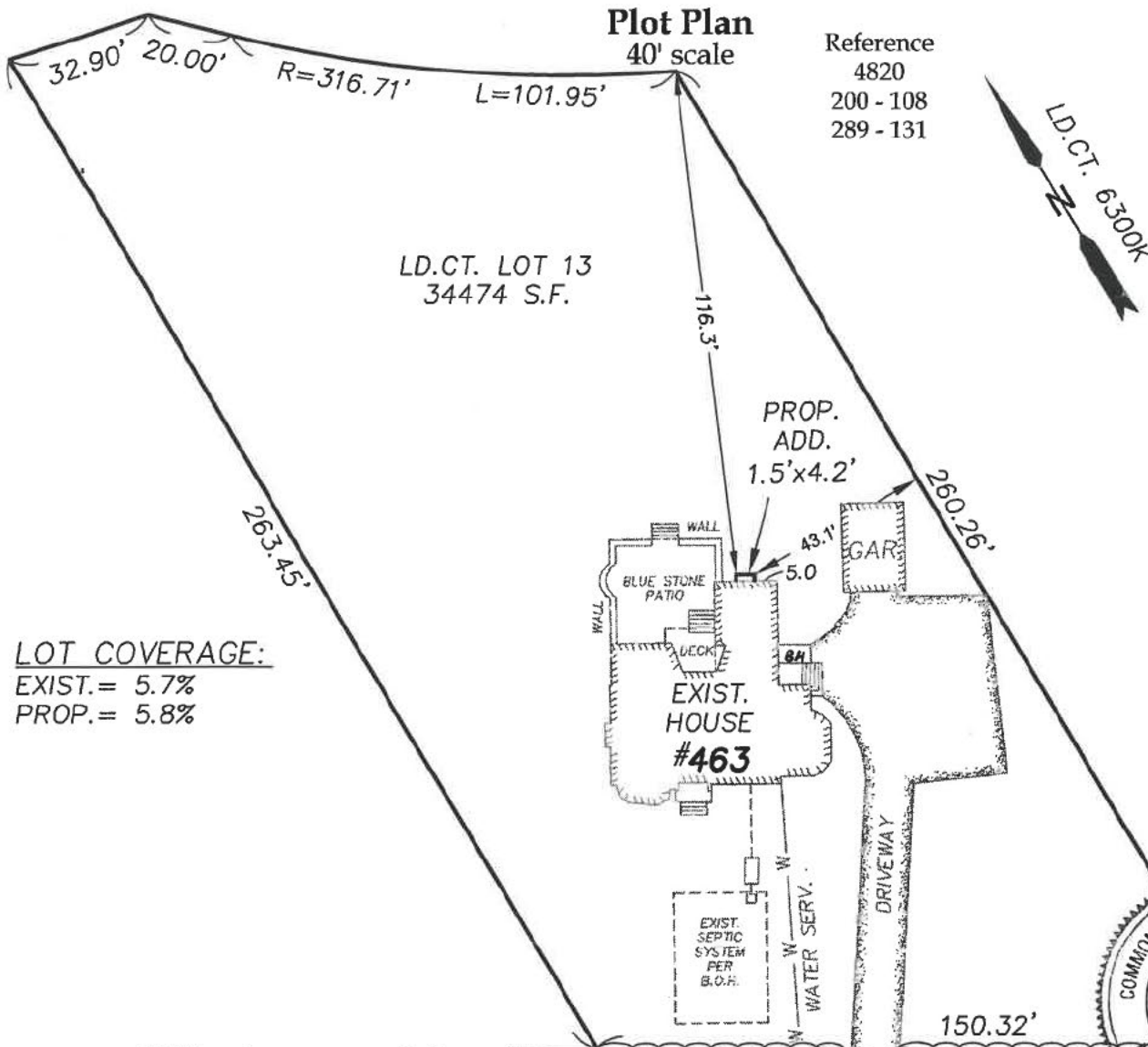
At No. 463 SOUTH STREET

Lot Area: 34474 S.F.

Zoning District: SRA

Owner: ROBERT HANDIN

Builder: STEPHEN CADOR PRICE JONES



Utilities shown per record plans and documents. Locations to be verified prior to construction.

Note: Plot Plans shall be drawn in accordance with Sections 7.2.1 and 7.2.2 of the Zoning By-Laws for the Town of Needham. All plot plans shall show existing structures and public utilities, including water mains, sewers, drains, gaslines, etc.; driveways, alleys, and easements. All plot plans shall show dimensions, dimensions of proposed structures, setbacks, and setback distances, (allowing for overhangs), and elevation of top of foundations and garage floor. For new construction, elevation of lot corners at street line and existing and approved street grades shall be shown for grading along lot line bordering streetline. For pool permits, plot plans shall also show fence surrounding pool with a gate, proposed pool and accessory structures*, offsets from all structures and property lines, existing elevations at nearest house corners and pool corners, nearest storm drain catch basin (if any) and sewage disposal system in unsewered area.

(*Accessory structures may require a separate building permit - See Building Code)

I hereby certify that the information provided on this plan is accurately shown and correct as indicated.

The above is subscribed to and executed by me this 11TH day of NOV 2010

Name Elliot J. Paturzo Registered Land Surveyor No. 34623

Address Cheney Engineering Co., Inc., 4 Walpole St., Dover, MA 02030 Phone 508-785-2100

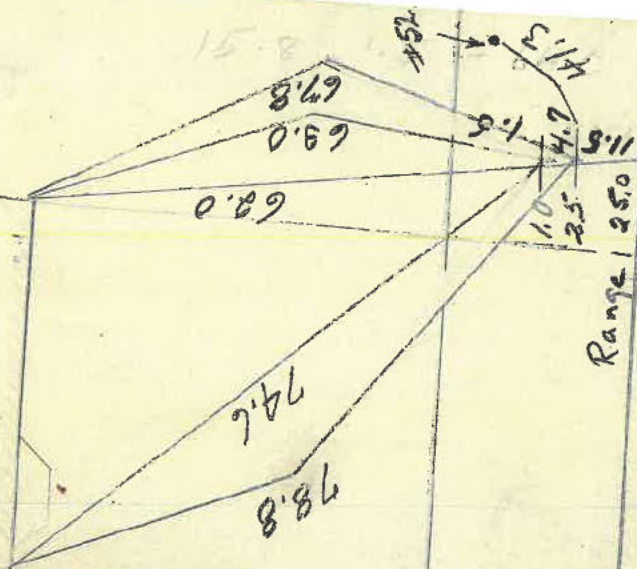
Approved R.P. Hanson Director of Public Works Date 12/13/10

Approved [Signature] Building Inspector Date 12/10/10

TM

No 463

VEAZIE



SOUTH STREET

VEAZIE SERVICE NO 2490





NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:00 p.m. on May 24, 2022, via Zoom and in person at Powers Hall, Town Hall, 1471 Highland Avenue, Needham, MA 02492** upon petition of Eversource Energy dated **April 27, 2022** to install approximately 17 feet of conduit in South Street. This work is necessary to provide electric service to 463 South Street, Needham, MA.

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

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

Marianne B. Cooley
Marcus A. Nelson
Kevin Keane
Matthew D. Borrelli
Heidi Frail

SELECT BOARD

You are invited to a Zoom webinar.

<https://us02web.zoom.us/j/85709594208?pwd=VWUvUkUyWDNBYSN4Zk1tM0dLSlcvUT09>

Passcode: 323051

Webinar ID: 857 0959 4208

Dated: May 11, 2022

parcelid	own1	own2	careof	addr1	addr2	cityname	statecode	zip
199/201.0-0058-0000.0	KENNEDY, WILLIAM J., JR &	KENNEDY, WANITA D		450 SOUTH ST		NEEDHAM	MA	02492-
199/202.0-0007-0000.0	SHAHRAM, VAHID &	SHAHRAM, ANNA H		449 SOUTH ST		NEEDHAM	MA	02492-
199/202.0-0008-0000.0	HANDIN, ROBERT I. &	HANDIN, MARCIA REW		15 UNION ST		BOSTON	MA	02108-
199/202.0-0043-0000.0	CLOONAN, MICHAEL J. &	CLOONAN, KRISTEN G.		7 CANTERBURY LN		NEEDHAM	MA	02492-
199/202.0-0054-0000.0	BEREJIK, PHILIP &	BEREJIK, DANIELLE		17 CANTERBURY LN		NEEDHAM	MA	02492-
199/201.0-0054-0000.0	WARD, ROBERTA L			436 SOUTH ST		NEEDHAM	MA	02492-
199/201.0-0059-0000.0	TADROS, CHRISTINE &	BOUTROS, BASSEM		470 SOUTH ST		NEEDHAM	MA	02492-
199/202.0-0009-0000.0	MCCARTHY, DAN G. &	MCCARTHY, LINDA		28 MARR RD		NEEDHAM	MA	02492-



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

MEETING DATE: 05/24/2022

Agenda Item	Public Hearing: Alteration of Premises for an All-Alcohol License in a Restaurant – Latin-A Group, LLC dba Latina Kitchen
Presenter(s)	Antonio De Trizio, Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Latin-A Group, LLC dba Latina Kitchen, located at 30 Dedham Avenue, currently holds an All-Alcohol liquor license. The current licensed premises is: 2,940 square feet in an open concept space with kitchen, bar, and dining space on the main level, and kitchen preparation and alcohol storage in the 1,500 square foot lower level. The applicant has submitted an amendment to expand the licensed premises to include: a 700 square foot outdoor seating area located in the alley next to the restaurant. The applicant's Special Permit amendment for use of the patio for outdoor dining has been submitted and approved by the Design Review Board and Planning Board, and is currently in the appeals period for the latter. A legal notice was advertised in the Hometown Weekly on May 19, 2022 and abutters were notified. All supporting documentation appears to be in order.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to approve the Amendment for Alteration of Premises application received from Latin-A Group, LLC dba Latina Kitchen, contingent upon final approval of special permit from the Planning Board and (if so approved), vote to forward the Amendment application to the ABCC for review and final approval.	
3.	BACK UP INFORMATION ATTACHED
a. Amendment Application b. Proof of Occupancy and Lease c. Design Review Board Approved Floor Plan	



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

- d. Planning Board Approval (in appeals period)
- e. Legal Notice
- f. Abutter Listing

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #:

[REDACTED]

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	05064-RS-0770	\$200.00
		\$200.00

Total Convenience Fee: **\$4.70**

Date Paid: **11/13/2021 2:55:15 PM EDT**

Total Amount Paid: **\$204.70**

Payment On Behalf Of

License Number or Business Name
05064-RS-0770

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name
Antonio

Last Name:
De Trizio

Address:
30 Dedham Ave

City:
Needham

State:
MA

Zip Code:
02492

Email Address:
sdtrizio@gmail.com

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

AMENDMENT-Change or Alteration of Premises Information

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)
ENTITY/ LICENSEE NAME
ADDRESS
CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

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

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

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

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

☒ **Alteration of Premises**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
LATIN-A GROUP LLC	NEEDHAM	05064-RS-0770

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

ALTERATION OF PREMISES TO INCLUDE SERVING ALCOHOLIC DRINKS ON OUTDOOR SEATING AREA AT THE RESTAURANT

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Antonio De Trizio	Owner	sdtrizio@gmail.com	

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

OUTDOOR SEATING AREA TO BE INCLUDED IN PREMISES WHERE ALCPHOLIC DRINKS WILL BE SERVED

2B. PROPOSED DESCRIPTION OF PREMISES

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

"30 Dedham Avenue in Needham, MA. 02492. Approximately 2940 SF retail space. Open concept space with kitchen, bar, and dining space in main level. Kitchen preparation area in basement (1500 sf). No outdoor areas in the premises. Wine and liquor storage in basement. OUTDOOR SEATING AREA IS 700 SQ FEET LOCATED IN ALLEY NEXT TO RESTAURANT BUILDING AT 30 DEDHAM AVE"

Total Sq. Footage	700	Seating Capacity	28	Occupancy Number	
Number of Entrances	2	Number of Exits	2	Number of Floors	1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. 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.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Landlord Name

First Cambridge Realty Corporation

Landlord Phone

Landlord Email

bdeb@forcorp.com

Landlord Address

907 Massachusetts Ave #2, Cambridge, MA 02139

Lease Beginning Date

08/15/2019

Rent per Month

9,125

Lease Ending Date

05/15/2024

Rent per Year

109,500

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

☐ Yes ☒ No

4. FINANCIAL DISCLOSURE

Associated 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):

Associated Cost(s):

"All proposed alterations previously accomplished during the time of the Governor's emergency order. No additional associated costs required."

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

APPLICANT'S STATEMENT

I, Antonio De Trizio the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of Latin-A Group Llc
Name of the Entity/Corporation

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Antonio De Trizio

Date:

05/03/2022

Title:

Owner

ADDITIONAL INFORMATION

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

Attached: Needham Planning Board Approval of Outdoor Seating under Section 6.9 of Zoning By-Law
Attached: Proof of Occupancy of Premises _ 30 Dedham Ave

ENTITY VOTE

The Board of Directors or LLC Managers of Latin-Group Llc d/b/a Latina Kitchen and Bar
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 05/03/2022
Date of Meeting

For the following transactions (Check all that apply):

☒ Alteration of Licensed Premises

☐ Change of Location

☐ Other

"VOTED: To authorize

Antonio De Trizio

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."

A true copy attest,

Antonio De Trizio

Corporate Officer /LLC Manager Signature

Antonio De Trizio

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

April 19th, 2022



FIRST CAMBRIDGE
REALTY CORPORATION

Antonio De Trizio, Owner
Latina Kitchen & Bar
30 Dedham Avenue
Needham, MA 02492

EMAIL

RE: Outdoor seating.

Dear Antonio:

I am happy to work with you on the concept of outdoor seating for Latina Kitchen & Bar. Specifically, we will offer you the area you used last summer to stage limited outdoor seating. Notwithstanding, Latin A must be in full compliance with rules, regulations, permits and licenses as denoted by the Commonwealth of Massachusetts, the CDC, and the Town of Needham for reopening restaurants and in particular those outlined for restaurants that want to utilize outdoor seating. This will be valid till October 31st, 2022.

Additionally, we must have a certificate of insurance specifying the subject outdoor area, and you MUST adhere to all Needham regulations pertaining to noise, sanitation, Et. Al.

This permission is in the SOLE DISCRETION of the owner of the property and can be terminated at any time by notice to Latina Kitchen & Bar. Upon notice, Latina Kitchen & Bar must remove all its property on the site and return the area to a state the same or better than it was at its inception of use.

We are trying to help Latina Kitchen & Bar during this very volatile time period, I trust you to do everything in your power to make sure all tenants at the property are welcoming to this transitional use.

Regards

First Cambridge Realty Corp.

A handwritten signature in black ink, appearing to read 'Ben Deb'.

Ben Deb
Chief Financial Officer

1

LEASE

**948 GREAT PLAIN AVENUE
NEEDHAM, MASSACHUSETTS**

Between

**Robert C. Tommasino, Trustee of 934-948 Great Plain Avenue
Nominee Trust, Lessor**

And

Latin-A Group LLC, Lessee

948 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: May 15, 2019 (the "Effective Date")

LESSOR: Robert C. Tommasino, 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: Latin-A Group LLC

ADDRESS OF LESSEE: 5 Homsy Lane, Needham, MA. 02494

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 plan attached hereto and incorporated herein as Exhibit A and containing approximately Two Thousand Nine Hundred and Forty (2940) square feet (the "Leased Premises"). Lessee shall have the non-exclusive right to use in common with others entitled thereto, any common areas of the Building, the common hallway and bathrooms and alley.

ORIGINAL LEASE TERM: Five (5) years

OPTION TERMS: Two (2) successive Five (5) year option terms subject always to the expressed terms and conditions set forth in this Lease.

CONDITION OF PREMISES: As Is

COMMENCEMENT DATE: Sixty (60) days from the Effective Date.

RENT COMMENCEMENT DATE: The earlier of Lessee opening for business or ninety (90) days from the Effective Date.

TERM COMMENCEMENT DATE: The Rent 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: Rent Commencement Date through the end of the first Lease year calculated from the first day of the first full month of rent payment, basic rent shall be Eight Thousand Five Hundred and Seventy Five(\$8,575.00) Dollars per month and pro-rata for any partial month;

Years 2-5: Beginning on the expiration of the first Lease year and on each successive annual anniversary date thereafter during the original term of this Lease, 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 for the month of 2019 immediately prior to the Term Commencement Date and the numerator for which shall be the CPI-U for the same month in the then current year.

BASIC RENT DURING FIRST OPTION TERM:

Year 6: In the sixth lease year, basic rent shall be the greater of the then fair market rent or Nine Thousand Eight Hundred (\$9,800.00) Dollars per month or the basic rent for May 2025.

Years 7, 8, 9 and 10: In Lease years 7, 8, 9 and 10 during the first option term of this Lease, basic rent shall be adjusted annually 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 for the month of May 2024 and the numerator for which shall be the CPI-U for the month of May in the then current year.

BASIC RENT DURING SECOND OPTION TERM:

Year 11: In the eleventh Lease year, basic rent shall be the greater of the then fair market rent or the basic rent for May 2029.

Years 12, 13, 14 and 15: In Lease years 12, 13, 14 and 15 during the second option term of this Lease, basic rent shall be adjusted annually 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 for the month

of May 2029 and the numerator for which shall be the CPI-U for the month of May in the then current year.

In no event shall any basic rent adjustment during any month of the original term or any month of either option term result in any decrease in basic rent.

Lessee shall make each payment called for above in full and in a timely manner without offset, counterclaim, set off or any other deduction.

ADDITIONAL RENT: In addition to basic rent, Lessee shall pay Lessor additional rent in the amount equal to thirty five (35%) 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 thirty five (35%) percent of the operating costs associated with the land and building of which the Leased Premises are a part, 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.

Except as otherwise expressed herein Lessee shall, during the original and any option term exercised by Lessee and expressed in this Lease, pay Lessor thirty five (35%) 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 and 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. 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 in that event Lessee shall pay Lessor as additional rent thirty five (35%) percent of the total water/sewer bill for the building of which the Leased Premises are a part. Lessor reserves the right but shall be under no obligation to separately meter or sub-meter the Leased Premises in order to determine Lessee's consumption.

USE OF PREMISES: General Restaurant use 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. The obligations of the Lessee under this Lease are specifically contingent upon the Lessee obtaining all necessary permits and approvals for its use, including a special permit from the Needham Planning Board and an all alcohol liquor license from the Needham Board of Selectmen and the Massachusetts Alcoholic Beverages Control Commission on or before the Commencement Date. In the event the Lessee is unable to obtain such permits on or before said date, Lessee may, at its option and upon written notice to the Lessor received by Lessor prior to the Commencement Date, terminate this Lease and forfeit one month of basic rent.

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 which may be withheld in Lessor's sole discretion with or without cause.

BROKER: Lessee agrees to pay any fee or other commission due Cyndy Forbes as agent for William Raveis Real Estate pursuant to an agreement between the Lessee and said agent which agreement Lessor was not a party.

LAST MONTH RENT: Lessee agrees to pay Lessor the sum of Eight Thousand Five Hundred and Seventy Five (\$8,575.00) Dollars on account of last month's rent prior to the Term Commencement Date of this Lease. Said last month's rent deposit(s) 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. Lessee shall make such additional payments within ten (10) days after each annual anniversary so that such last month's rent deposit always equals one month of basic rent for the then current year.

SECURITY DEPOSIT: On or before the execution of the Lease, Lessee shall deposit with Lessor an additional sum of Seventeen Thousand One Hundred and Fifty (\$17,150.00) 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. In the event Lessee is in full compliance with each and every term, condition and obligation expressed in this Lease on the first anniversary thereof then in that event one half of Lessee's security deposit shall be returned to Lessee and thereafter Lessee's security deposit shall always equal one month of then basic rent.

FURTHER CONSIDERATION: In addition to any other amount due from Lessee hereunder, and in further consideration of the terms and conditions expressed in this Lease, the receipt and sufficiency of which are hereby acknowledged by Lessee, Lessee shall place the sum of Sixty Thousand (\$60,000.00) Dollars in an escrow account maintained by Lessor's Attorney which amount shall be unconditionally paid to Lessor when Lessee commences business at the Leased Premises. In the event Lessee terminates this Lease due to Lessee's failure to obtain permits as set forth in that section of this Lease entitled "USE OF PREMISES" then this amount shall be returned to Lessee.

Section 2. Leased Premises

Lessor hereby leases to Lessee together with the right in common with others 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 then current term of this Lease and only if Lessee is in material compliance with all 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 affect.

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 Lessees' 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, specifications and schedules set forth in Exhibit B 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 (including HVAC), 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

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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 to for all 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 there from 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 6, 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 negligence or willful 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 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. 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 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 the area of removal. Notwithstanding the foregoing, Lessee shall not be permitted to remove any fixtures, including without limitation, 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 Lessee and Lessee shall not be entitled to any amount on account thereof regardless of the disposition of said property or its value.

(b) 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. 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 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 Lessor or Lessee has not 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

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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

Lessee hereby waives and shall cause its insurance carriers to agree to waive any and all rights of recovery, claim, action or causes of action against the Lessor their respective trustees, principals, beneficiaries, partners, officers, directors, agents, and employees, for any loss or damage that may occur to Lessee or any party claiming by, through or under Lessee, as the case may be, with respect to Lessee's 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 Lessor or any Lessor Parties 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. 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 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 thirty days or upon the expiration of said seven days 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

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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 from 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 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 other than Cyndy Forbes, whose fee and/or commission shall be paid by Lessee, 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 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



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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 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, 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 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.

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,

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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. Intentionally Omitted.

E. 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."

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

G. 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.

H. 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.

I. Personal Guaranty. The obligations of the Lessee are guaranteed pursuant to the terms of that certain Limited Guaranty executed and delivered to the Lessor by Ruma Marcaccio and Antonio De Trizio of even date herewith.

J. 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.

Executed as a sealed Massachusetts agreement on this day of May 15 2019.

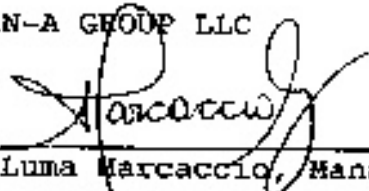
LESSOR: Robert C. Tommasino, Trustee of 934-948 Great Plain Avenue Nominee Trust

Robert Tommasino
By Its Trustee: Robert C. Tommasino

LESSEE:

LATIN-A GROUP LLC

By:


Luma Marcaccio, Manager

By:


Antonio De Trizio, Manager

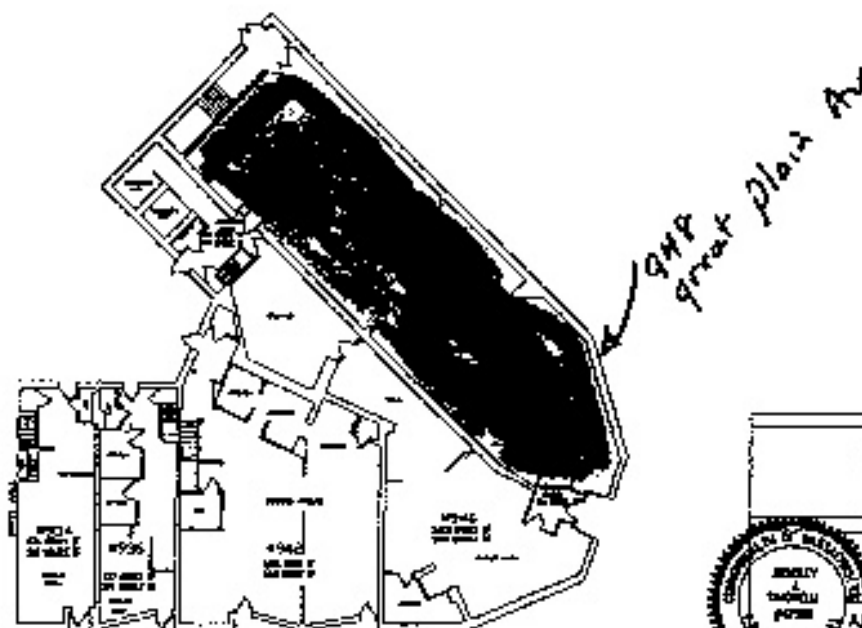
[Exhibits on Following Pages]


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Exhibit A
PLAN OF LEASED PREMISES

an
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FLOOR :



FLOOR PLANS
GREAT PLAINS AVENUE

NEEDHAM, MASS.

Field Resources, Inc
LAND SURVEYORS



OCTOBER 14, 2009

P.O. BOX 324
AUBURN, MA
01532 4332

281 CHESNUT ST.
NEEDHAM, MA
01944 5836

fieldresources@hotmail.com

OWNER: JOHN E. MALONE BOA BY DEPT

SHEET 2 OF 2

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EXHIBIT B
LESSEE'S WORK



ZNIX

Interiors



PROJECT

The experience of dining in a local restaurant who offers a curated menu in the spirit of South American cuisine. The interior will infuse organic plants and materials combined with a colorful pallet to create a warm and sophisticated interior. The design will create a rich and lively cultural dining experience to the residences of Needham as well as the surrounding area.

Make any changes to the structural layout and/or circulation of the existing interior.

The removal of existing structural elements, including and not limited to the main entrance, bar/lounge area, interior steps, ADA ramp, (behind entrance wall). All built-in banquet seating in the main dining area, as well as the high tops Chef Table, booths, door hardware and interior signage will remain in place and will not be moved or changed.

Detectors, carbon monoxide detectors, sprinkler system and sprinkler heads with remain as is and will not be moved. All glass doors (interior & exterior) will not be moved, or replaced.

Install two large decorative light fixtures in the same location as the previous restaurant.

Replace existing sconces with new sconces and locations will not be changed or added. Existing track lighting will be used for general lighting.

Remove paint, plants and decorative tiles.

A new tile will be added to entrance wall and the face of the open kitchen counter.

Remove tables, dining chairs, bar stools around the open kitchen.

Remove existing and bar stools in the bar and lounge area.

All seating to be placed in same location as previous restaurant with no addition to the quantity and or type of seating.

All materials and materials will meet commercially rated to meet California code for fire retardant.

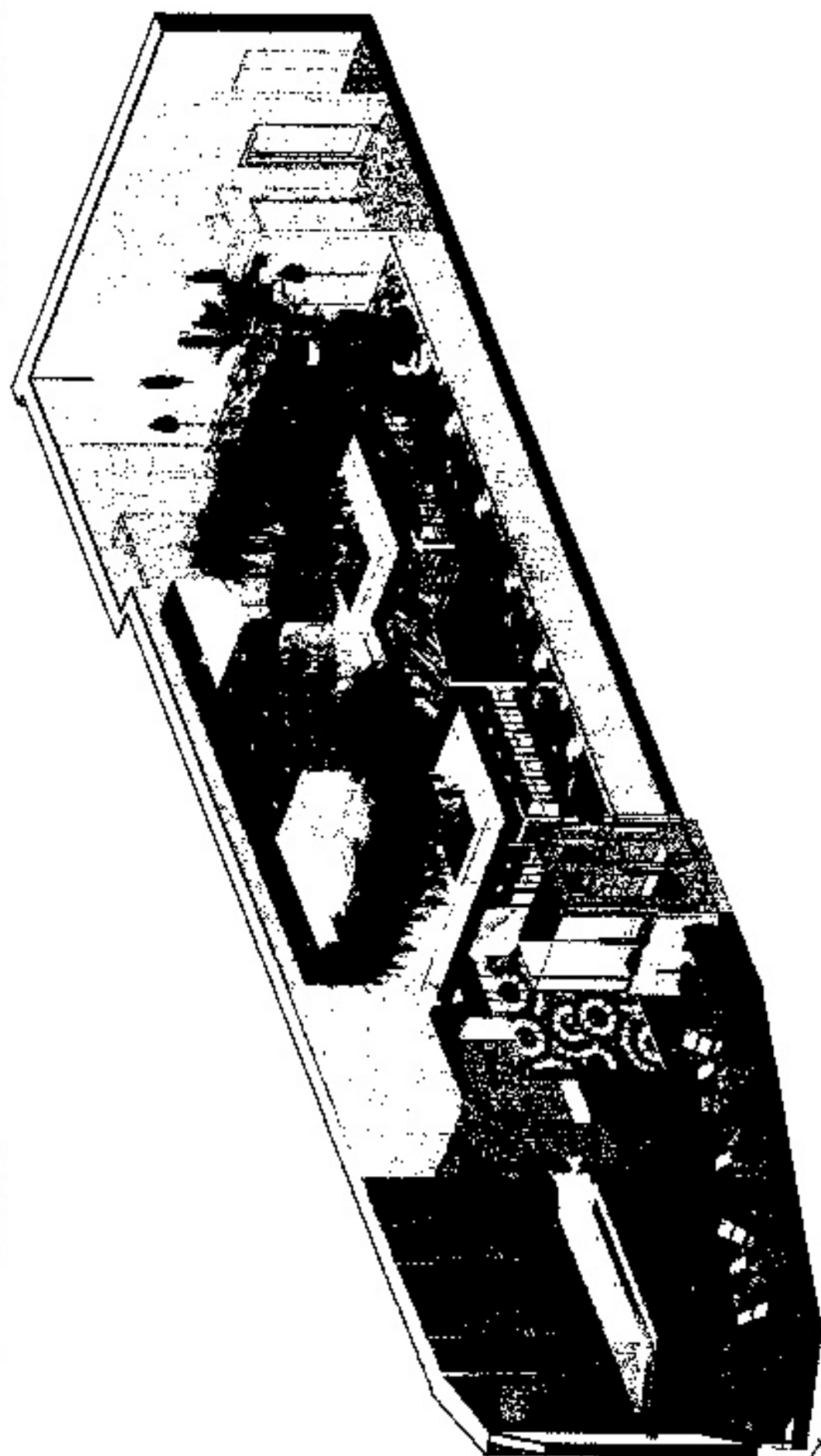
Decorative elements will be added throughout the interior space to create a warm and organic feel.

Decorative elements for the hanging plants will be around the open kitchen.

The existing kitchen will be removed and replaced with a new kitchen acting as a non-structural soffit. By doing so we will create a warm and cozy feel to the existing industrial feel of the existing kitchen.

The new kitchen will have the opportunity to also address the sound issues of the previous space. We can address this with soundproofing and acoustic tiles to the bottom of the plant containers.

The new kitchen will have a low glass shield around the inside perimeter of the kitchen. This will be placed in the ceiling area to protect the kitchen from any cooking, sneezing, etc... from customers eating around the counters. This will create a warm and cozy feel to the existing industrial feel of the existing kitchen.



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DEERING AVENUE

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2022 JUN 13 PM 2:23

**TOWN of NEEDHAM
MASSACHUSETTS
APPLICATION FOR OUTDOOR SEATING
UNDER SECTION 6.9 OF THE ZONING BY-LAW**

LOCATION:

Property Address: 30 Dedham Ave

Name of Establishment: Latina Kitchen and Bar

APPLICANT:

Name (must be business owner, manager, or lessee): Antonio De Trizio

Address: 218 Hillside Ave

Telephone Number: 781 654 6049

Email Address: sdtrizio@gmail.com

Do you own or rent property?

PROPERTY OWNER:

Complete this section if applicant is not the property owner

Name (must be owner): First Cambridge Realty Corporation

Address: 907 Massachusetts Ave #2, Cambridge, MA 02139

Telephone Number: (617) 547 6559

Email Address: _____

APPLICATION REQUEST:

Are you requesting to have outdoor dining on PRIVATE parking spaces? Yes * No ___

If yes, how many private parking spaces? Alley

Are you requesting to have outdoor dining on PUBLIC parking spaces (on-street or in a public parking lot)? Yes ___ No ___

If yes, how many public parking spaces do you intend to use in each category? *Note: there is a maximum of 3 parking spaces allowed per applicant.*

 # on-street public parking spots. Please note, required concrete barriers will take up 1 parking spot and should be added to the total number of spots you are applying to use.

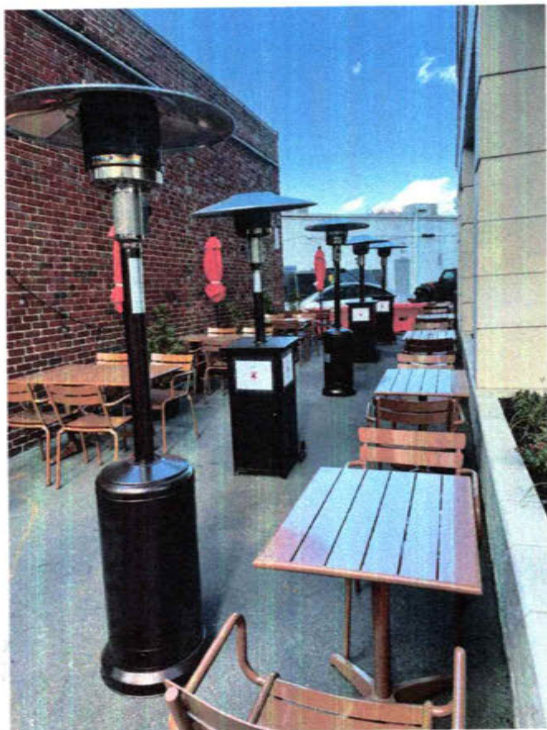
 # of off-street public parking spots (in a public parking lot)

Are any of the spaces you are requesting to use designated for handicap parking?

Are you requesting to have outdoor dining on a sidewalk?

NEEDHAM DESIGN REVIEW BOARD
* RECOMMENDED ACTION *
APPROVAL WITH CONDITIONS
DISAPPROVAL: _____
DATE: <u>3.28.22</u>

under 6.9 of the

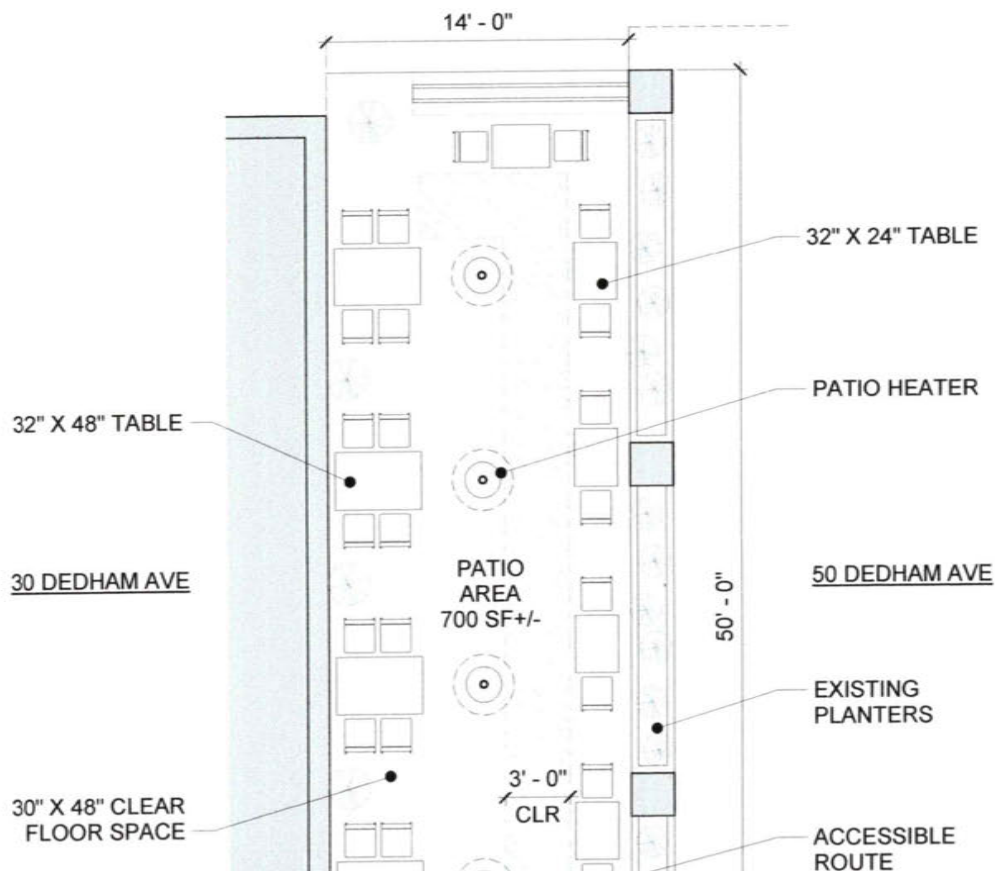


TABLES:
 (4) at 32" w x 48" l x 30" h
 (6) at 32" w x 24" l x 30" h

CHAIRS
 (28) at 16" w x 17" l x 32.5" h



OUTDOOR SEATING PLAN

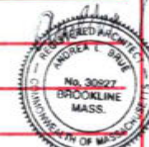


**NEEDHAM
 DESIGN REVIEW BOARD**

• RECOMMENDED ACTION

APPROVAL: *[Signature]*
 APPROVAL WITH CONDITIONS: *[Signature]*

DISAPPROVAL: _____
 DATE: *3.28.22*

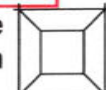


2/10/2022



LATINA KITCHEN + BAR / 30 DEDHAM AVE, NEEDHAM MA

reMake
 Design



47 Naples Road
 Brookline, MA 02446
 617-733-6733



2022 APR -7 PM 3:38

PLANNING DIVISION
Planning & Community Development

AMENDMENT TO DECISION
March 28, 2022

MAJOR PROJECT SITE PLAN SPECIAL PERMIT
LATIN-A GROUP LLC d/b/a Latina Kitchen and Bar 30 Dedham Avenue, Needham, MA 02492
Application No. 2015-07
(Original Decision dated October 27, 2015, amended May 23, 2017, transferred on May 21, 2019)

DECISION of the Planning Board (hereinafter referred to as the Board) on the petition of LATIN-A GROUP LLC d/b/a Latina Kitchen and Bar, (hereinafter referred to as the Petitioner) for property located at 30 Dedham Avenue, Needham, MA. Said property is shown on Needham Town Assessors Plan, No. 47 as Parcel 4 containing 10,867 square feet in the Center Business District.

This decision is in response to an application submitted to the Board on February 15, 2022, by the Petitioner to amend the decision by the Board dated October 27, 2015, amended May 23, 2017, transferred on May 21, 2019. The Petitioner seeks: (1) a Major Project Site Plan Review Special Permit Amendment under Section 7.4 of the Needham Zoning By-Law (hereinafter the By-Law), (2) a Special Permit Amendment to Major Project Site Plan Review Special Permit No. 2015-07, Section 4.2., and (3) a Special Permit Amendment under Sections 5.1.1.5 and 5.1.1.6, to waive strict adherence with the requirements of Sections 5.1.2 and 5.1.3 of the By-Law (required parking and parking plan and design requirements, respectively).

The requested Major Project Site Plan Review Special Permit Amendment would, if granted, amend the Decision to reduce the number of seats permitted at the restaurant from 100 seats to 99 seats. With this change, the Petitioner is now proposing a 99-seat full-service restaurant serving meals for consumption on the premises and at tables with service provided by waitress or waiter. Additionally, the Petitioner seeks to permit 10 outdoor tables with 28 outdoor seats by Latina Kitchen and Bar within the driveway abutting the building and to further reduce the number of indoor seats provided at the restaurant from 99 seats to 71 seats running from April 1 through November 30. With this modification a total of 99 seats would be available from April 1 through November 30 distributed as follows: 71 seats are to be available for indoor dining and 28 seats are to be available for outdoor dining. During the months of December 1 through March 31 a total of 99 seats allocated to indoor dining would be provided. Additionally, the Petitioner is requesting to amend the decision to allow for deliveries to be made from Dedham Avenue, instead of solely through the rear parking lot.

After causing notice of the time and place of the public hearing and of the subject matter thereof to be published, posted and mailed to the Petitioner, abutters and other parties in interest as required by law, the hearing was called to order by the Chairperson, Paul S. Alpert on Monday, March 28, 2022 at 7:15 p.m. by Zoom Web ID Number 880 4672 5264. Board members Paul S. Alpert, Jeanne S. McKnight, Martin Jacobs, Adam Block and Natasha Espada were present throughout the March 28, 2022 proceedings. The record of the proceedings and the submission upon which this Decision is based may be referred to in the office of the Town Clerk or the office of the Board.

EVIDENCE

Submitted for the Board's review were the following exhibits:

- Exhibit 1 - Application for the Amendment to 2006-04 and application under Section 6.9 of the Zoning By-Law, dated February 15, 2022.
- Exhibit 2 - Plan entitled "Latina Kitchen and Bar, 30 Dedham Avenue, Outdoor Seating Plan," prepared by reMake Design, dated February 10, 2022.
- Exhibit 3 - Specifications of outdoor furniture.
- Exhibit 4 - Photographs.
- Exhibit 5 - Letter from Jeffrey Feuerman, Brookline Development Corp LLC, dated January 7, 2022.
- Exhibit 6 - Plan of Easements, 916-932 Great Plain Avenue, 36-58 Dedham Ave, prepared by Geod Consulting, 24 Ray Ave, Burlington, MA, dated November 15, 2012.
- Exhibit 7 - Inter-Departmental Communication (IDC) to the Board from Tara Gurge, Health Division, dated February 28, 2022; IDC to the Board from Tom Ryder dated March 24, 2022; IDC to the Board from Chief Dennis Condon, Fire Department, dated February 24, 2022; IDC to the Board from Chief John Schlittler, dated March 24, 2022; IDC to the Board from David Roche, Building Commissioner, dated February 23, 2022.

Exhibits 1, 2, and 3 are referred to hereinafter as the Plan.

FINDINGS AND CONCLUSIONS

The findings and conclusions made in Major Project Site Plan Special Permit No. 2015-07, dated October 27, 2015, amended May 23, 2017, transferred on May 21, 2019, were ratified and confirmed except as follows:

- 1.1 The Petitioner is requesting that Major Project Site Plan Review Special Permit No. 2015-07, dated October 27, 2015, amended May 23, 2017, transferred on May 21, 2019 be amended to reduce the number of seats permitted at the restaurant from 100 seats to 99 seats. With this change, the Petitioner is now proposing a 99-seat full-service restaurant serving meals for consumption on the premises and at tables with service provided by waitress or waiter. Additionally, the Petitioner seeks to permit 10 outdoor tables with 28 outdoor seats by Latina Kitchen and Bar within the driveway abutting the building and to further reduce the number of indoor seats provided at the restaurant from 99 seats to 71 seats running from April 1 through November 30. With this modification a total of 99 seats would be available from April 1 through November 30 distributed as follows: 71 seats are to be available for indoor dining and 28 seats are to be available for outdoor dining. During the months of December 1 through March 31, a total of 99 seats allocated to indoor dining would be provided. Additionally, the Petitioner is requesting to amend the decision to allow for deliveries to be made from Dedham Avenue, instead of solely through the rear parking lot.
- 1.2 The driveway located beside 30 Dedham Avenue is shown on the Plan of Easements described in Exhibit 6 and is owned in part by 30 Dedham Avenue and in part by 50 Dedham Avenue.
- 1.3 The Petitioner has provided a letter from Jeffrey Feuerman, Brookline Development Corp LLC (owner of 50 Dedham Avenue), dated January 7, 2022 (Exhibit 5) stating his approval of the placement of the outdoor dining seating within the driveway easement area subject to the following

conditions. Deliveries from Latina Kitchen and Bar and other business within the subject building are to be conducted from Dedham Avenue and Great Plain Avenue and no deliveries to such business are to be made to the rear parking lot through the 50 Dedham Avenue driveway. Notwithstanding the above, trash-pick from Latina Kitchen and Bar and other business within the subject building through the 50 Dedham Avenue driveway is permissible.

- 1.4 The Petitioner has requested a Special Permit pursuant to Section 5.1.1.6 of the By-Law to waive strict adherence with the requirements of Section 5.1.2 (number of parking spaces) Required Parking. Under the By-Law, the parking requirement for a 71-seat restaurant with one take-out station is 34 (1 parking space per 3 seats, plus 10 parking spaces for one take-out station). Section 6.9 of the Zoning By-Law permits up to 30% of the approved indoor seating to be utilized outdoors without authorization from the Special Permit Granting Authority and the provision of additional parking. 30% of 71 seats is 22 seats. As the Petitioner is requesting 28 outdoor seats, the Petitioner is requesting more than 30% of the approved indoor seats and is therefore requesting approval for such, as allowed by Section 6.9, as well as an additional parking waiver under Section 5.1.1.6. Twenty-two (22) seats are permitted through Section 6.9; therefore, the Petitioner is requesting a parking waiver with respect to the remaining 6 seats, which is a waiver of 2 additional parking spaces. Accordingly, a waiver of 36 parking spaces has been requested from April 1 through November. No parking is provided on-site.
- 1.5 Pursuant to Section 5.1.1.3 of the By-Law no change or conversion of a use in a mixed-use structure to a use which requires additional parking shall be permitted unless off-street parking is provided in accordance with Section 5.1.3 for the entire structure or a waiver is granted pursuant to the provisions of Section 5.1.1.6. As there is no parking associated with the property, a waiver under the provisions of Section 5.1.1.6 is required.
- 1.6 The Petitioner has requested to revise Section 3.2 of the Original decision, from the previous: "The restaurant shall contain no more than 100 seats for on-site food consumption and one take-out station." to now say "The restaurant shall contain no more than 99 seats for on-site food consumption and one take-out station with said seating distributed as follows: Seventy (71) seats are to be available for indoor dining and twenty-eight (28) seats are to be available for outdoor dining from April 1 through November 30. During the months of December 1 through March 31 a total of 99 seats shall be allocated to indoor dining."
- 1.7 The Petitioner has requested to revise Section 3.11 of the Original decision, from the previous: "All loading and deliveries shall occur only between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday, not at all on Sundays and holidays. Loading, deliveries and trash pick-up shall be restricted to the rear parking area of the subject site and shall not occur on the public way." to now say "All loading and deliveries shall occur only between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday, not at all on Sundays and holidays. Loading and deliveries shall be permitted to occur from the public way. Trash pick-up shall be restricted to the rear parking area of the subject site."
- 1.8 The Petitioner appeared before the Design Review Board on March 28, 2022 and obtained approval for the project.
- 1.9 No changes to the interior of the restaurant are proposed by this application.
- 1.10 Under Section 7.4 of the By-Law, a Major Project Site Plan Special Permit may be granted within the Business Center District provided the Board finds that the proposed development will be in compliance with the goals and objectives of the Master Plan, the Town of Needham Design Guidelines for the Business Districts, and the provisions of the By-Law. On the basis of the above findings and conclusions, the Board finds the proposed Plan, as conditioned and limited herein, for

the site plan review, to be in harmony with the purposes and intent of the By-Law and Town Master plans, to comply with all applicable By-Law requirements, to have minimized adverse impact, and to have promoted a development which is harmonious with the surrounding area.

- 1.11 Under Section 5.1.1.6 of the By-Law, a Special Permit to waive strict adherence with the requirements of Section 5.1.2 (Required Parking) and Section 5.1.3 of the By-Law (Off-Street Parking Requirements) may be granted provided the Board finds that owing to special circumstances, the particular use, structure or lot does not warrant the application of certain design requirements, but that a reduction in the number of spaces and certain design requirements is warranted. On the basis of the above findings and conclusions, the Board finds that there are special circumstances for a reduction in the number of required parking spaces and design requirements, as conditioned and limited herein, which will also be consistent with the intent of the By-Law and which will not increase the detriment to the Town's and neighborhood's inherent use.

DECISION

THEREFORE, the Board voted 5-0 to GRANT: (1) an amendment to a Major Site Plan Review Special Permit issued by the Needham Planning Board on October 27, 2015, amended May 23, 2017, transferred on May 21, 2019, under Section 7.4 of the Needham Zoning By-Law and Special Permit 2015-07, Section 4.2; and (2) a Special Permit under Section 5.1.1.6 of the By-Law to waive strict adherence with the requirements of Section 5.1.2 (Required Parking) and Section 5.1.3 (Off-Street Parking Requirements), subject to and with the benefit of the following Plan modifications, conditions and limitations.

PLAN MODIFICATIONS

Prior to the issuance of a building permit or the start of any construction on the site, the Petitioner shall cause the Plan to be revised to show the following additional, corrected, or modified information. The Building Commissioner shall not issue any building permit, nor shall he permit any construction activity on the site to begin on the site until and unless he finds that the Plan is revised to include the following additional corrected or modified information. Except where otherwise provided, all such information shall be subject to the approval of the Building Commissioner. Where approvals are required from persons other than the Building Commissioner, the Petitioner shall be responsible for providing a written copy of such approvals to the Building Commissioner before the Commissioner shall issue any building permit or permit for any construction on the site. The Petitioner shall submit nine copies of the final Plans as approved for construction by the Building Commissioner to the Board prior to the issuance of a Building Permit.

- 2.0 No Plan modifications are required.

CONDITIONS AND LIMITATIONS

The conditions and limitations contained in Major Project Site Plan Special Permit No. 2015-07, dated October 27, 2015, amended May 23, 2017, transferred on May 21, 2019, are ratified and confirmed except as modified herein.

- 3.1 A total of 28 outdoor dining seats as shown in the plans as detailed in Exhibit 2 of the Decision are hereby approved for use from April 1 through November 30, within the driveway as shown in Exhibit 6.
- 3.2 The outdoor dining area shall be kept clear of trash and food scraps that might attract rodents.
- 3.3 Outdoor dining is only permitted as long as the safety measures to separate vehicles and people dining can be maintained. During the Covid-19 relief measures that permitted outdoor dining, this has consisted of "Jersey barriers" as provided by the Town. If said barriers are no longer available, the

Petitioner shall return to the Planning Board to request some alternate barrier, at which time the Board will seek comment from public safety and DPW departments.

- 3.4 Exercise of the rights under this permit for outdoor seating are subject to continued approval by the abutter at 50 Dedham Avenue to use the entire driveway right of way for outdoor dining by the Petitioner and continued approval by 50 Dedham Avenue to use its driveway for trash pick-up. See Exhibit 5 above.
- 3.5 Section 3.2 of the Original decision is revised to say: "The restaurant shall contain no more than 99 seats for on-site food consumption and one take-out station with said seating distributed as follows: Seventy (71) seats are to be available for indoor dining and twenty-eight (28) seats are to be available for outdoor dining from April 1 through November 30. During the months of December 1 through March 31 a total of 99 seats shall be allocated to indoor dining."
- 3.6 Section 3.11 of the Original decision is revised to say: "All loading and deliveries shall occur only between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday, not at all on Sundays and holidays. Loading and deliveries shall be permitted to occur from the public way. Trash pick-up shall be restricted to the rear parking area of the subject site."
- 3.7 In addition to the provisions of this approval, the Petitioner must comply with all requirements of all state, federal, and local boards, commissions or other agencies, including, but not limited to, the Select Board, Building Commissioner, Fire Department, Department of Public Works, Conservation Commission, Police Department, and Board of Health.
- 3.8 No portion of the outdoor dining area, subject to this Amendment, shall be occupied and utilized by the Petitioner until there shall be filed with the Board documentation of a satisfactory inspection by the Building Commissioner of the as-built condition and the Commissioner certification of the project's compliance with the terms of this Decision.
- 3.9 No other changes were requested nor are permitted through this amendment.
- 3.10 This Site Plan Special Permit Amendment shall lapse on March 28, 2024, if substantial use thereof has not sooner commenced, except for good cause. Any requests for an extension of the time limits set forth herein must be in writing to the Board at least 30 days prior to March 28, 2024. The Board herein reserves its rights and powers to grant or deny such extension without a public hearing. The Board, however, shall not grant an extension as herein provided unless it finds that the use of the property in question or the construction of the site has not begun, except for good cause.

This approval shall be recorded in the Norfolk District Registry of Deeds. This Special Permit shall not take effect until a copy of this Decision bearing the certification of the Town Clerk that twenty (20) days have elapsed after the Decision has been filed in the Town Clerk's office or that if such appeal has been filed, that it has been dismissed or denied is recorded with Norfolk District Registry of Deeds and until the Petitioner has delivered a certified copy of the recorded document to the Board.

The provisions of this Special Permit shall be binding upon every owner or owner of the lots and the executors, administrators, heirs, successors and assigns of such owners, and the obligations and restrictions herein set forth shall run with the land, as shown on the Plan, as modified by this Decision, in full force and effect for the benefit of and enforceable by the Town of Needham.

Any person aggrieved by this Decision may appeal pursuant to General Laws, Chapter 40A, Section 17, within twenty (20) days after filing of this Decision with the Needham Town Clerk.

NEEDHAM PLANNING BOARD

Paul S. Alpert, Chairman

Adam Block
Adam Block

Natasha Espada
Natasha Espada

Martin Jacobs
Martin Jacobs

Martin Jacobs

Jeanne S. McKnight

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

April 7, 2022

On this 7 day of April, 2022, before me, the undersigned notary public, personally appeared Jeanne McKnight, one of the members of the Planning Board of the Town of Needham, Massachusetts, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the proceeding or attached document, and acknowledged the foregoing to be the free act and deed of said Board before me.

Notary Public name: Alexandra Ulee
My Commission Expires: March 9, 2029

TO WHOM IT MAY CONCERN: This is to certify that the 20-day appeal period on the approval of the Project proposed by LATIN-A GROUP LLC, for Property located at 30 Dedham Avenue, has passed,

____ and there have been no appeals filed in the Office of the Town Clerk or
there has been an appeal filed.

Date _____

Theodora K. Eaton, Town Clerk

Copy sent to:

Petitioner-Certified Mail # _____
 Town Clerk
 Building Inspector
 Conservation Commission
 Parties in Interest

Board of Selectmen
Engineering
Fire Department
Police Department

Board of Health
Director, PWD
Design Review Board

Antonio De Trizio, Manager, LATIN-A GROUP LLC

LEGAL NOTICE



Town of Needham INVITATION FOR BIDS (IFB)

Application for Alteration of Premises

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Latin-A Group LLC d/b/a Latina Kitchen and Bar, Antonio DeTrizio Manager, has applied for and been approved for Outdoor Seating Under Section 6.9 of the Zoning By-Law, and is subsequently applying for an Amendment to their ABCC All Alcohol License for an Alteration of Premises. Outdoor seating area is 700 sq/ft located in alley next to restaurant building at 30 Dedham Avenue

IT IS ORDERED that a public hearing be held for said application on May 24, 2022 at 6:05 p.m. The Select Board invites all residents and interested parties to provide input at this meeting that will be held in person at Town Hall, 1471 Highland Ave, and via Zoom.

Select Board

Licensing Board for the Town of Needham

Zoom Information:

<https://us02web.zoom.us/j/85709594208?pwd=VWUvUkUyWDNBYnN4Zk1tM0dLSlcvUT09> Passcode: 323051 Webinar ID: 857 0959 4208816
9417 0090

5/19/2022 HTWJ

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

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

BROOKLINE DEVELOPMENT CORP LLC
C/O 50 DEDHAM AVE LLC
93 FISHER AVE
BROOKLINE, MA 02445

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

ALPHI LLC
596 CENTRAL AVE
NEEDHAM, MA 02492

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

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

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

HEALY, MARTHA M
81 DEDHAM AVE
NEEDHAM, MA 02492

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

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

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

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

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

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

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

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

HEALY, MICHAEL T.
73 DEDHAM AVE
NEEDHAM, MA 02492

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

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

QUINNAN, JOSEPH P
888 GREAT PLAIN AVE
NEEDHAM, MA 02492

TOWN OF NEEDHAM TOWN HALL
1471 HIGHLAND 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

FIRST BAPTIST CHURCH
858 GREAT PLAIN AVE
NEEDHAM, MA 02492

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



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

MEETING DATE: 5/24/2022

Agenda Item	Public Hearing: Modification, Suspension or Revocation of Alcohol License - Zucchini Gold LLC d/b/a The Rice Barn
Presenter(s)	Chalernpol Intha, Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will hold a public hearing on the possible modification, suspension or revocation of the alcoholic beverage license issued to Zucchini Gold, LLC d/b/a The Rice Barn.	
2.	VOTES REQUIRED BY SELECT BOARD
Suggested Motions: <u>Motion 1:</u> That the Select Board find sufficient evidence that Zucchini Gold, LLC, d/b/a The Rice Barn, located at 1037 Great Plain Avenue in Needham and its licensed manager Chalernpol Intha violated: 204 CMR 2.05(2) permitting an illegality to occur on premises, to wit, failure to comply with the Summary Suspension Order of the Town of Needham Public Health Division dated April 20, 2022; and 204 CMR 2.05(8) maintaining the premises in an unsanitary manner as detailed in the Summary Suspension Order of the Town of Needham Public Health Division dated April 20, 2022. <u>Motion 2:</u> That the Select Board, pursuant to M.G.L. c.138 sections 23 and 64, suspend forthwith the license of Zucchini Gold, LLC d/b/a The Rice Barn, located at 1037 Great Plain Avenue in Needham, with the term of the suspension to run for 30 days commencing when the Needham Public Health Division or Board of Health reinstates the licensee's food establishment permit, for violating 204 CMR 2.05(2) permitting an illegality to occur on the premises, to wit, failure to comply with a Summary Suspension Order of the Town of Needham Public Health Division dated April 20, 2022 and 204 CMR 2.05(8) maintaining the	



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

premises in an unsanitary manner as detailed in said Summary Suspension Order.

Motion 3: That the Select Board vote to authorize the Town Manager to draft and send notice of the Select Board's decision to the licensee with a copy to the Alcoholic Beverages Control Commission.

3.	Back Up Information Attached
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a.	Notice of Hearing, M.G.L. c.138, §23 and §64 and 204 CMR 2.05(2) And 204 CMR 2.05(8)
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b.	Summary Suspension Order M.G.L. c.111, §30 and 105 CMR 590.014(C)
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TOWN OF NEEDHAM
TOWN HALL
Needham, MA 02492-2669

Office of the
TOWN MANAGER

TEL: (781) 455-7500
Email: OTM@NeedhamMA.gov

May 16, 2022

BY EMAIL (intha@rcn.com) and

CERTIFIED MAIL (7021 1970 0001 6226 2291) RETURN RECEIPT REQUESTED

Chalernmpol Intha, Owner & Manager of Record
Zucchini Gold, LLC d/b/a The Rice Barn
1037 Great Plain Avenue
Needham, MA 02492

&

CERTIFIED MAIL (7021 1970 0001 6226 2307) RETURN RECEIPT REQUESTED

Chalernmpol Intha, Owner & Manager of Record
Zucchini Gold, LLC d/b/a The Rice Barn
72 Manchester Road
Newton, MA 02461

NOTICE OF HEARING
M.G.L. c.138, §23 and §64 and
204 CMR 2.05(2) and 204 CMR 2.05(8)

Dear Chalernmpol Intha,

You are hereby notified that a public hearing will be held by the Select Board as the Licensing Authority for the Town of Needham on Tuesday May 24, 2022 at 6:15 p.m. in the Select Board Chambers, Needham Town Hall, 1471 Highland Avenue, Needham MA 02492 and Zoom (Link: <https://us02web.zoom.us/j/85709594208?pwd=VWUvUkUyWDNBYSN4Zk1tM0dLSlcvUT09>; Passcode: 323051; One tap mobile: [13017158592](tel:13017158592).,85709594208#; Webinar ID: 857 0959 4208) to show cause why your All Alcohol License should not be modified, suspended or revoked for violating M.G.L. c.138, §23 and §64, 205 CMR 2.05(2) and 204 CMR 2.05(8) to wit: Failure to comply with the Summary Suspension Order of the Town of Needham Board of Health dated April 20, 2022.

This public hearing will be held pursuant to the provisions of M.G.L. c.138, 23 and 64. After the hearing, the Select Board may vote to modify, suspend or revoke your license if it finds that there is satisfactory proof that a violation has occurred. You may appear on your own behalf and/or with your legal counsel and present witnesses.

For your information and review, a copy of the Summary Suspension Order is enclosed herewith.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Kate Fitzpatrick', written over a vertical line.

Kate Fitzpatrick
Town Manager

Encl.

Summary Suspension Order



NEEDHAM PUBLIC HEALTH DIVISION



Certified Mail #7016 3010 0001 0243 3094

Return Receipt Requested

SUMMARY SUSPENSION ORDER M.G.L. c.111, §30 and 105 CMR 590.014(C)

Mr. Chalermopol Intha, Owner of the Rice Barn Restaurant
72 Manchester Road
Newton, MA 02461

The Needham Board of Health's authorized agents have determined that an imminent health hazard exists at The Rice Barn restaurant located at 1037 Great Plain Avenue, Needham, MA 02492, and that the imminent health hazard requires the immediate suspension of the food establishment operating permit.

The repeated violations of the *2013 Federal Food Code*¹ and *105 CMR 590- State Sanitary Code Chapter X - Minimum Sanitation Standards for Food Establishments*² that lead to this determination of an imminent health hazard are:

- **FC 2-103.11 (N) Duties of Person in Charge** - The person in charge shall ensure that employees are properly trained in food safety, including food allergy awareness, as it relates to their assigned duties.
- **FC 3-302.11 (A)(1) Raw Animal Foods Separated from RTE** - Food shall be protected from cross-contamination by: (1) Separating raw animal foods during storage preparation, holding and display from: (a) Raw RTE food including other raw animal food such as fish for sushi or molluscan shellfish or other raw RTE food such as fruits and vegetables, and (b) cooked RTE food.
- **FC 3-501.17 Ready-to-Eat, Time/Temperature Control for Safety Food, Date Marking** - Time/temperature control for safety food prepared and held in a food establishment for more than 24 hours shall be clearly marked to indicate the date or day by which the FOOD shall be consumed on the PREMISES, sold, or discarded when held at a temperature of 5°C (41°F) or less for a maximum of 7 days.
- **FC 5-205.15 System Maintained in Good Repair** - A plumbing system shall be: (A) Repaired according to LAW; P and (B) Maintained in good repair.
- **FC 4-501.12 Cutting Surfaces** - Surfaces such as cutting blocks and boards that are subject to scratching and scoring shall be resurfaced if they can no longer be effectively cleaned and sanitized or discarded if they are not capable of being resurfaced.
- **FC 5-501.13 Receptacles** - (A) Except as specified in ¶ (B) of this section, receptacles and waste handling units for REFUSE, recyclables, and returnables and for use with materials containing food residue shall be durable, cleanable, insect- and rodent-resistant, leakproof, and nonabsorbent. 167 numbers and capacities.

¹ Available at: <https://www.fda.gov/food/fda-food-code/food-code-2013>

² Available at: <https://www.mass.gov/regulations/105-CMR-59000-state-sanitary-code-chapter-x-minimum-sanitation-standards-for-food-establishments>

- **FC 6-501.114 Maintaining Premises, Unnecessary Items and Litter** -The premises shall be free of: (A) Items that are unnecessary to the operation or maintenance of the establishment such as equipment that is nonfunctional or no longer used; and (B) Litter.
- **FC 4-601.11 Equipment, Food-Contact Surfaces, Nonfood Contact Surfaces, and Utensils** - (C) nonfood-contact surfaces of equipment shall be kept free of an accumulation of dust, dirt, food residue, and other debris.
- **6-501.111 Controlling Pest.** The premises shall be maintained free of insects, rodents, and other pests. The presence of insects, rodents, and other pests shall be controlled to eliminate their presence on the premises by: (B) Routinely inspecting the PREMISES for evidence of pests and (D) Eliminating harborage conditions.

Based on the foregoing, it is hereby **ORDERED** that all operations of The Rice Barn shall **immediately cease and desist on April 20, 2022**. This emergency closure shall remain in effect until the conditions cited above are corrected, and the corrections have been confirmed by the Board of Health or its authorized agent through reinspection or other means as appropriate.

You have the right to challenge this emergency order at a hearing before the Board of Health, provided you file a written request for a hearing within ten (10) days of receipt of this Summary Suspension Order. In the event of such a request, a hearing will be scheduled within three (3) business days after receipt of a written request. You also have the right to inspect and obtain copies of all relevant inspection reports, orders, notices, and other documentary information in the possession of the Needham Public Health Division and Board of Health. You have the right to be represented at any hearing.

If you wish to request a hearing, a written request should be delivered to:

Ms. Tara Gurge, Assistant Public Health Director
Rosemary Recreation Complex
178 Rosemary Street
Needham, MA 02494

As stated above, this Summary Suspension Order is effective immediately; a written request for a hearing **does not** stay the effectiveness of this Order.

Please feel free to contact the Public Health Division if you have any additional questions on what was stated in this emergency order letter. Tara Gurge can be reached at (781) 455-7940; Ext. 211 or via email Tgurge@needhamma.gov. You can also contact Ally Littlefield at (781) 455-7940; Ext. 220 or via email at Alittlefield@needhamma.gov.

Issued this 20th day of April, 2022.



Tara E. Gurge, R.S., C.E.H.T., M.S.
Assistant Public Health Director

cc: Timothy McDonald, Director of Health and Human Services
Needham Board of Health



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

MEETING DATE: 5/24/2022

Agenda Item	Public Hearing – Dangerous Dog Hearing (continued from April 13, 2022)
Presenter(s)	Diana Rasoul-Agha, Dog Owner

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Chief Schlittler has requested that the Select Board hold a dangerous dog hearing in accordance with MGL c. 140 Section 157 and Town By-Law 3.7.5 on a complaint about a dog by the name of “Axel” residing at 233 West Street in Needham.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> “Move that the Board take the following action _____.”	
3.	BACK UP INFORMATION ATTACHED
a. Email update with pictures from Diana Rasoul-Agha, dated May 18 b. Email update with pictures from Diana Rasoul-Agha, dated May 13 c. Select Board Hearing Order, Dated April 20, 2022 d. Select Board Hearing Order, Dated January 13, 2022	

Myles Tucker

From: Myles Tucker
Sent: Friday, May 20, 2022 2:44 PM
To: Myles Tucker
Subject: FW: Axel Rasoul-Agha

From: Diana Rasoul-Agha [REDACTED] >
Date: Wednesday, May 18, 2022 at 5:00 PM
To: [REDACTED]
[REDACTED] >
Cc: Jeremy Cohen [REDACTED]
Subject: Fwd: Axel Rasoul-Agha

Hi Chief,
Please refer below to the email sent from Dr. Bright in regards to Axel's Behavioral evaluation.
I have sent Dr. Bright screen shots of the Vet bill of the injured dog, but they need access to the actual Vet records. I believe it's at the town's possession.

Thanks
Diana

----- Forwarded message -----

From: Bright, Terri [REDACTED] >
Date: Wed, May 18, 2022 at 4:40 PM
Subject: Axel Rasoul-Agha
To: Jeremy Cohen [REDACTED] >
Cc: Allen, Zipora [REDACTED]

Thank you for these records. However, is it possible to get the vet records for the injured dogs? These pictures are not very clear and it is hard to tell the extent of the injuries.

Terri

Terri Bright, Ph. D., BCBA-D, CAAB

Director of Behavior Services

MSPCA-Angell

[REDACTED]

"A long time ago it became impossible for me to know it all, so I had to become specialized. I console myself over that limitation with a truth that experience has taught me: the more deeply one goes into a specialized topic, the more one realizes how intimately that topic is related to everything else." - Murray Sidman

Myles Tucker

From: Myles Tucker
Sent: Monday, May 16, 2022 4:57 PM
To: Myles Tucker
Subject: FW: Update

From: Diana Rasoul-Agha [REDACTED]
Date: May 13, 2022 at 12:45:10 PM EDT
To: John Schlittler [REDACTED]
[REDACTED] **Update**

----- Forwarded message -----

From: Diana Rasoul-Agha [REDACTED] >
Date: Thu, May 12, 2022 at 2:18 PM
Subject: Update
To: [REDACTED]
Cc: Jeremy Cohen [REDACTED]

[Download full resolution images](#)
[Available until Jun 11, 2022](#)

Hi Chief,
Please refer below to the attached photos for the finished pen. The photos also show that there is a roof and rebar build around the pen and its at over 2 feet depth to prevent possible digging.

Dog houses arrive next Wednesday.

Chestnut Stree Animal Hospital Vet also recommended the same people that attorney Cohen recommended, The MSPCA Angell , Axel's Vet also mentioned that they are highly professional. I have left a voice mail for them and waiting to hear back from to schedule a behavioral consultation for Axel. Axles vet also asked me to call back next Tuesday if I did not hear from them by then about scheduling a surgery with Dr. Fisher.

Still working on figuring out the Insurance part.

Thanks
Diana Rasoul-Agha











**Office of the
Town Manager**

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

**Telephone: (781) 455-7500
Email: OTM@NeedhamMA.gov**

**DANGEROUS DOG HEARING
TOWN OF NEEDHAM SELECT BOARD
DECISION, FINDINGS OF FACT
AND RECORD OF PROCEEDINGS**

COMPLAINANT: John Schlittler, Chief of Police

DOG OWNER: Diana Rasoul-Agha, 233 West Street, Needham MA 02492

NAME AND DESCRIPTION OF DOGS: Axel, Alaskan Malamute

DATES OF HEARING: 4/13/2022

MEMBERS PRESENT: Marianne Cooley, Chair; Marcus Nelson, Vice Chair; Kevin Keane, Clerk; Heidi Frail, Member; Matthew Borrelli, Member.

The following is a detailed record of all proceedings relative to the dangerous dog complaint filed by John Schlittler, Chief of Police against the above-referenced dogs, in accordance with Massachusetts General Laws Chapter 140, Section 157:

I. COMPLAINT

On March 14, 2022, the complaint was presented to the Board.

II. NOTICE

On March 14, 2022, notice was sent by Myles Tucker, Town of Needham Support Services Manager, to the above-named owner of the dog in question, with a follow-up notice stating a minor correction to the notice on April 7, 2022.

III. HEARING

On April 13, 2022, the Select Board held a hearing pursuant to M.G.L. c.140, §157 at Needham Town Hall and via Zoom, at which time the Complainant testified under oath. All those interested were given an opportunity to be heard. The following evidence was submitted at the hearing:

1. Public testimony by Complainant, John Schlittler, Chief of Police
2. Public testimony by Counsel for Dog Owner, Jeremy Cohen

3. Public testimony by Dog Owner, Diana Rasoul Agha
4. Public testimony by resident, Susan Risner, of 243 Warren Street
5. Public testimony by resident, Lauren Roth, 41 Bobsled Drive
6. Notice of public hearing sent to Diana Rasoul-Agha, dated March 22, 2022
7. Correction to notice of public hearing sent to Diana Rasoul-Agha dated April 7, 2022
8. Needham Police Department Incident Report (Incident #: 22NEE-246-OF) of report made on 3/15/2022
9. Update to Needham Police Department Incident Report (Incident #: 22NEE-246-OF) of report made on 3/18/2022
10. Email from Diana Rasoul Agha to Needham Police Officer Matthew Palmer dated March 30, 2022
11. Written description of March 14, 2022 incident provided by Kimberly Andrews, with attached pictures of her dog Lucy following said incident
12. Email to the Select Board from resident Christina Mathews, 12 Bobsled Drive
13. Dangerous Dog Hearing Decision, Findings of Fact, and Record of Proceedings, dated January 13, 2022 (and the evidence itemized in that decision, including public testimony by Complainant John Schlittler, Chief of Police; public testimony by Dog Owner, Diana Rasoul-Agha, and her minor daughter; public testimony by resident and owner of dog allegedly bitten by Axel and/or Maya, Lisa Madkins; public testimony by resident Maureen Walsh; public testimony by resident and owner of dog allegedly bitten by Axel and/or Maya, Esther Jeserum; Needham Police Department Incident Report (Incident #: 21NEE-1254-OF) of report made on 10/16/2021; Needham Police Department Incident Report (Incident #: 21NEE-1492-OF) of report made on 12/10/2021; and Needham Police Department Incident Report (Incident #: 21NEE-151-OF) of report made on 12/16/2021).

IV. FINDINGS and DETERMINATION

The Select Board considered all evidence and testimony presented at the public hearing and finds that on multiple occasions and without justification Axel has (a) attacked domestic dogs causing physical injury, and (b) behaved in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury to other dogs.

Based on the credible evidence and testimony presented at the public hearing, the Board determines pursuant to M.G.L. c.140, §157 that Axel is a DANGEROUS DOG.¹

V. ORDERS

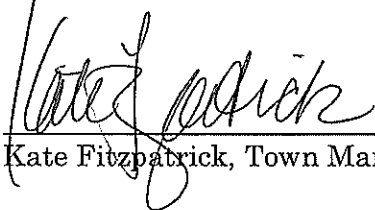
The Board suspends the hearing until its May 10, 2022 regularly scheduled meeting (or an alternative date to be scheduled thereafter), and ORDERS the following, effective immediately:

1. That Axel be confined to the premises of its owner, Ms. Diana Rasoul-Agha of 233 West Street; and provided that “confined” shall mean securely confined indoors or confined outdoors in a securely enclosed and locked pen or dog run area at 233 West Street. Such pen or dog run shall have a secure roof and, if such enclosure has no floor secured to the sides thereof, the sides shall be embedded into the ground for not less than 2 feet; and within the confines of such pen or dog run, a dog house or proper shelter from the elements shall be provided to protect the dog; and
2. That a fence sufficient to prevent escape be erected around the premises; and
3. That when removed from said premises, Axel shall be securely and humanely muzzled and restrained by an adult (18-years old or older) with a chain or other tethering device having a minimum tensile strength of 300 pounds and not exceeding 3 feet in length; and
4. That Axel be neutered, unless the owner provides the Select Board with written evidence that a veterinarian is of the opinion that Axel is unfit for alterations because of a medical condition; and
5. That a behavioral analysis be conducted on Axel by a certified animal behaviorist, and a copy of the written report be submitted to the Select Board; and
6. That Axel’s owner, Diana Rasoul-Agha, provide proof of insurance in an amount of not less than \$100,000 insuring her against any claim, loss, damage or injury to persons, domestic animals or property resulting from the acts, whether intentional or unintentional, of Axel, or proof that reasonable efforts were made to obtain such insurance if a policy has not been issued; and further that Ms. Rasoul-Agha, shall upon request of the Select Board, produce such policy or proof of efforts to obtain such insurance; and

¹ The term “dangerous dog” is defined by M.G.L. c.140, §36A as “a dog that either: (i) without justification, attacks a person or domestic animal causing physical injury or death; or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal.”

7. That Axel's owner, Ms. Diana Rasoul-Agha of 233 West Street pay all veterinary bills resulting from the March 14, 2022 incident, or reimburse the victim dog's owner for bills previously paid, as applicable, within fourteen (14) days of receipt of this Order; and
8. That Axel's owner, Ms. Diana Rasoul-Agha of 233 West Street, provide the Chief of Police a weekly update in writing on the status relating to Axel and with each specific condition included in this Decision; and
9. That all other orders included in the Select Board's Decision dated January 13, 2022 shall remain in full force and effect, namely:
 - a. That the owner of the dog provide proof of additional skilled training to rectify the violent tendencies of the dog; and
 - b. That the owner take steps to secure 233 West Street to ensure there are no additional inadvertent releases of the dogs out of the home.

Signed this 20th day of April 2022 by the Town Manager on behalf of the Select Board of the Town of Needham.

A handwritten signature in cursive script, appearing to read "Kate Fitzpatrick", is written over a horizontal line.

Kate Fitzpatrick, Town Manager



**Office of the
Town Manager**

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

**Telephone: (781) 455-7500
Email: OTM@NeedhamMA.gov**

**DANGEROUS DOG HEARING
TOWN OF NEEDHAM SELECT BOARD
DECISION, FINDINGS OF FACT
AND RECORD OF PROCEEDINGS**

COMPLAINANT: John Schlittler, Chief of Police

DOG OWNER: Diana Rasoul-Agha, 233 West Street, Needham MA 02492

NAME AND DESCRIPTION OF DOGS: Maya and Axel, both Alaskan Malamutes

DATES OF HEARING: 1/11/2022

MEMBERS PRESENT: Matthew Borrelli, Chair; Marianne Cooley, Vice Chair;
Marcus Nelson, Clerk (via Zoom); Daniel Matthews; and Kevin Keane

The following is a detailed record of all proceedings relative to the dangerous dog complaint filed by John Schlittler, Chief of Police against the above-referenced dogs, in accordance with Massachusetts General Laws Chapter 140, Section 157:

I. COMPLAINT

On December 21st, 2021 the complaint was presented to the Board.

II. NOTICE

On January 4th, 2022, notice was sent by Kristin Scoble, Administrative Specialist, to the above-named owner of the dogs in question.

III. HEARING

On January 11th, 2022, the Select Board held a hearing at Needham Town Hall and via Zoom, at which time the Complainant testified under oath. All those interested were given an opportunity to be heard. The following evidence was submitted at the hearing:

1. Public testimony by Complainant, John Schlittler, Chief of Police.
2. Public testimony by Dog Owner, Diana Rasoul Agha, and her minor daughter.
3. Public testimony by resident and owner of dog allegedly bitten by Axel and/or Maya, Lisa Madkins.

4. Public testimony by resident, Maureen Walsh.
5. Public testimony by resident and owner of dog allegedly bitten by Axel and/or Maya, Esther Jesurum.
6. Needham Police Department Incident Report (Incident #: 21NEE-1254-OF) of report made on 10/16/2021.
7. Needham Police Department Incident Report (Incident #: 21NEE-1492-OF) of report made on 12/10/2021.
8. Needham Police Department Incident Report (Incident #: 21NEE-151-OF) of report made on 12/16/2021.

IV. FINDINGS and DETERMINATION

The Select Board considered all evidence and testimony presented at the public hearing, and finds that on multiple occasions and without justification Maya and Axel have (a) attacked domestic dogs causing physical injury, and (b) behaved in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury to other dogs.

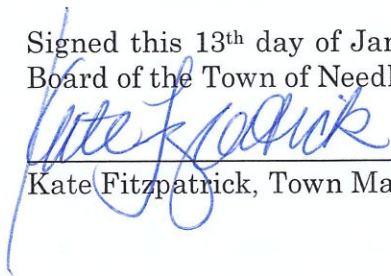
Based on the credible evidence and testimony presented at the public hearing, the Board determines pursuant to M.G.L. c.140, §157 that Maya and Axel are DANGEROUS DOGS.¹

V. ORDERS

The Board makes the following orders:

1. The Board orders that when removed from the premises of the owner or the premises of the person keeping the dogs, the dogs shall be securely and humanely muzzled and restrained with a chain or other tethering device;
2. The Board orders that the owner or keeper of the dogs provide proof of additional skilled training to rectify the violent tendencies of the dogs; and
3. The Board orders that the owner or keeper of the dog take steps to secure the home in which the dogs reside to ensure there are no additional inadvertent releases of the dogs out of the home.

Signed this 13th day of January 2021 by the Town Manager on behalf of the Select Board of the Town of Needham.



Kate Fitzpatrick, Town Manager

¹ The term "dangerous dog" is defined by M.G.L. c.140, §36A as "a dog that either: (i) without justification, attacks a person or domestic animal causing physical injury or death; or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal."



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

MEETING DATE: 5/24/2022

Agenda Item	Remote Participation by Members of Public Bodies
Presenter(s)	Katie King, Assistant Town Manager/Operations

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Since the start of the pandemic, the State has provided certain flexibilities to the Open Meeting Law (M.G.L. c.30A, §§18-25). Those flexibilities are set to expire on July 15, 2022. As of this date, 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 Town can adopt a policy under 940 CMR 29.10 to allow members of public bodies to participate remotely in limited circumstances.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion only.	
3.	BACK UP INFORMATION ATTACHED
a. Memo and Draft Policy - 5/20/2022	

MEMORANDUM

TO: Select Board
CC: Kate Fitzpatrick, Town Manager; David Davison, Assistant Town Manager/Director of Finance; Chris Heep, Town Counsel
FROM: Katie King, Assistant Town Manager/Director of Operations
SUBJECT: Remote Participation Policy for Public Meetings
DATE: May 20, 2022

In March 2020, Governor Baker issued COVID-19 Order #1, suspending certain provisions of the Open Meeting Law to allow public bodies to meet remotely and provide remote-only access for the public while we were unable to meet safely in-person. The Legislature extended those flexibilities, relieving public bodies of their statutory obligations to have a quorum of members in-person and to provide in-person access for the public. The latest extension is set to expire on July 15, 2022. After this date, all public bodies (elected and appointed Town boards, committees, and commissions) must provide the public with an in-person option to attend their meetings. Board and committee members must also attend meetings in-person, unless the Select Board and Town Manager allow remote participation¹ to the extent permitted under the Open Meeting Law prior to COVID (that is, occasional remote participation by one or more members in cases where a quorum of the board or committee is present in person).²

Scenario	Board & Committee Members	Public Access & Participation	What is allowed as of July 15, 2022?
1	Remote only.	Remote only.	Not allowed after July 15, 2022, per state law. The public must be provided an in-person option to access meetings.
2	Hybrid: remote & in-person		
3	In-person.		
4	Hybrid: remote & in-person	Hybrid: remote & in-person	Not allowed unless the Select Board adopts a policy to allow board and committee members to participate remotely.
5	In-person.	Hybrid: remote & in-person	Allowed.
6		In-person.	

Recommendation

Over the last two years, the Town has greatly expanded our ability to operate remote and hybrid meetings. Rooms equipped with hybrid technology include Powers Hall, Select Board Chambers, the

¹ Pursuant to the Attorney General's Open Meeting Law regulations, 940 CMR 29.10(2)(a), and the Town Charter, Town Manager authorization is necessary to allow for remote participation.

² M.G.L. c.30A, §§18 - 25: <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIII/Chapter30A>

Great Plain Room, and the Highland Room in Town Hall, the Charles River Room at the Public Services Administration Building, the Broadmeadow Performance Center, and more.

The value of in-person interactions cannot be understated and remains the preferred option for meaningful and productive dialogue and relationship-building. However, the Town has experienced the benefits of offering remote options through increased opportunities for resident engagement, reduced barriers to participation, and more accessible meetings. Remote options have and will continue to protect the health and well-being of meeting participants, especially those at highest risk. **To maintain these benefits, I recommend that the Board adopt a Member Remote Participation Policy to outline the acceptable scope of remote participation by members of local public bodies within the Town of Needham.**

The Attorney General's regulations for implementing the Open Meeting Law "strongly encourages members of public bodies to physically attend meetings whenever possible" but include allowances for remote participation by members of a public body.³ If the Town allows board and committee members to participate remotely, the Open Meeting Law still requires a quorum of members (including the chair or a person designated to chair the meeting) to attend in-person and permits remote member participation "only if physical attendance would be unreasonably difficult."

The Town may adopt a policy that is more restrictive than the state regulations and may revoke the policy at any time. The policy would apply to all local public bodies in Needham, except the Retirement Board, regional and county public bodies, who can approve their own remote participation policies, subject to state regulations.

Below is a proposed Member Remote Participation Policy for your consideration. This policy aligns with 940 CMR 29.10 and is substantially similar to policies adopted in Dover, Medfield, Medway, Sharon, and Westwood. I would appreciate your feedback on the entire policy but particularly on the options highlighted in Section 4, which varied across comparable communities.

This policy applies to the remote participation of Town board and committee members only, not to how members of the public attend open meetings. Over the last two years, many Needham residents have experienced the benefits of being able to access and participate in public meetings remotely and watch recordings of public meetings, which are uploaded to the Town's YouTube page. I recommend that the Select Board encourage all boards and committees to continue providing a means for the general public to view and participate in public meetings remotely and have recordings made available to the public.

³ 940 CMR 29.10: <https://www.mass.gov/regulations/940-CMR-2900-open-meetings>

Town of Needham Select Board

Policy Number:	SB-ADMIN-008
Policy:	Member Remote Participation in Public Meetings
Date Approved:	
Date Revised:	
Approved:	_____ Chair, Select Board

Section 1. Purpose

The Office of the Attorney General's Open Meeting Law regulations at 940 CMR 29.10 allow members of public bodies, in limited circumstances, to participate remotely in meetings. While all members of Town boards and committees are strongly encouraged to attend meetings in person whenever possible, the regulations and this policy seek to promote greater participation in government meetings by allowing members to participate remotely when physical attendance would be unreasonably difficult.

The intent of this policy is to establish clear guidelines on the practice of remote participation by Town boards and committees under the Open Meeting Law, M.G.L. c.30A, §§18-25. Under the enabling authority of 940 CMR 29.10(8), a municipality may adopt a policy that prohibits or further restricts the use of remote participation by public bodies within its jurisdiction.

This policy applies to the remote participation of Town board and committee members only, not to how members of the public access open meetings. The Select Board encourages all boards and committees to provide a means for the general public to view and participate in public meetings remotely and have recordings made available to the public.

Section 2. Policy

- 2.1 The Select Board, on [DATE], voted to adopt this policy and to authorize the Town manager to approve remote participation for meetings of all local public bodies within the municipality. In accordance with 940 CMR 29.10(3), the Town's adoption of remote participation can be revoked at any time.

- 2.2 In accordance with 940 CMR 29.10(2)(g) and M.G.L. c.30A, §20(e), a local commission on disability may by majority vote of the commissioners at a regular meeting authorize remote participation applicable to a specific meeting or generally to all of the commission's meetings. If a local commission on disability is authorized to utilize remote participation, a physical quorum of that commission's members shall not be required to be present at the meeting location; provided, however, that the chair or, in the chair's absence, the person authorized to chair the meeting, shall be physically present at the meeting location. The commission shall comply with all other requirements of law.
- 2.3 This policy and 940 CMR 29.10 shall apply to all Town boards, committees, commissions, subcommittees and working groups regardless of whether such public bodies are appointed or elected.
- 2.4 Where the Remote Participation Policy is more stringent than 940 CMR 29.10, the Policy shall control.

Section 3. Minimum Requirements for Remote Participation

- 3.1 Members of the public body who participate remotely and all persons present at the meeting location shall be clearly audible to each other, as required by M.G.L. c.30A, §20(d).
- 3.2 A quorum of the body, including the chair or, in the chair's absence, the person authorized to chair the meeting, shall be physically present at the meeting location, as required by M.G.L. c.30A, §20(d).
- 3.3 Members of the public body who participate remotely must have access to the same materials being used at the meeting location.
- 3.4 Members of public bodies who participate remotely may vote and shall not be deemed absent for the purposes of M.G.L. c.39, §23D.

Section 4. Permissible Reasons for Remote Participation

It is the express desire of the Select Board that remote participation in meetings be an infrequent event, for both individual board members and Town Boards and Committees as a whole. Chairs of public bodies are encouraged to interpret these rules in a strict fashion and to continue to induce all members to attend meetings in person as a general rule, due to the inherent benefits of physical presence in a meeting.

****POLICY OPTIONS FOR SELECT BOARD DISCUSSION:**

- A Board member may attend a meeting through electronic conferencing if physical attendance would be unreasonably difficult.
- A Board member may attend a meeting through electronic conferencing if their physical presence at the meeting is prevented due to extenuating circumstances such as:

- personal illness or disability;
- a family or other emergency;
- military service;
- geographic distance (due to personal employment or business with public body.)
- Chairs are encouraged to inform their colleagues that remote participation will not be permitted simply as a matter of convenience.
- No member of a board or committee will be allowed to join the board or committee meetings remotely more than 25% of the time (1 out of 4 meetings) except in extraordinary circumstances. This provision must be met from the fourth meeting of the board or committee on (i.e., a member can only remotely participate in one of the first four meetings of the board or committee).

The chair or the person designated to chair the meeting may decline to allow remote participation that is not consistent with the terms of this policy; any such determination shall be final and shall not be appealable.

Section 5. Acceptable Methods of Remote Participation

- 5.1 Accommodations shall be made for any public body member who requires TTY service, video relay service, or other form of adaptive communications.
- 5.2 Telephone, internet, or satellite enabled audio or video conferencing are all acceptable methods of participation.
- 5.3 Other technology that enables the remote participant and all persons present at the meeting location to be clearly audible is acceptable. When video technology is in use, the remote participant shall be clearly visible to all persons present in the meeting location.
- 5.4 The Town does not guarantee that sufficient technology for remote participation will be available for any given meeting.
- 5.5 Any costs incurred by a remote participant will not be reimbursed by the Town.

Section 6. Procedures

- 6.1 Any member of a public body who wishes to participate remotely shall, at least 48 hours or as soon as reasonably possible prior to the meeting, notify the chair or person chairing the meeting of their desire to do so and the reason for and facts supporting their request.
- 6.2 Prior to the meeting the chair shall make every effort to ensure the equipment is available and functioning properly. If the required equipment is not available then the chair shall deny the request for remote participation.

- 6.3 At the start of the meeting, the chair shall announce the name of any member who will be participating remotely and the reason for their remote participation. This information shall also be recorded in the meeting minutes.
- 6.4 All votes taken during any meeting in which a member participates remotely shall be by roll call vote.
- 6.5 If technical difficulties arise as a result of utilizing remote participation the chair should suspend discussion while reasonable efforts are made to correct any problem that interferes with remote participant's ability to hear or be heard clearly by all persons at the meeting location.
- 6.6 If communication problems inhibit the progress of the meeting, the chair must decide whether to continue the meeting, suspend the meeting, or terminate the participation of the remote participant. In the event that more than one member remotely participates, the chair shall evaluate each connection separately and may elect to terminate the participation of one or more of the remote participants should technical difficulties inhibit the progress of the meeting. The meeting minutes must reflect any such decision.
- 6.7 If technical difficulties result in a remote participant being disconnected from the meeting, that fact and the time at which the disconnection occurred and subsequent reconnection if achieved shall be noted in the meeting minutes. If a public hearing occurs after disconnection, the member shall be noted as absent.
- 6.8 Remote participants shall preserve the confidentiality of the executive session. The remote participant shall state at the start of any such session that no other person is present and/or able to hear the discussion at the remote location, unless presence of that person is approved by simple majority vote of the public body, and that the session is not being remotely recorded by any device.



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

MEETING DATE: 5/24/2022

Agenda Item	Home Rule Petition: Off-Premises Alcohol Licenses
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
H4283, the Needham liquor license bill, is currently before the House Committee on Bills in the Third Reading. The Committee has proposed an amendment to the bill. Because this amendment would make substantive changes, the Town must submit a letter from the Town Clerk stating that the Select Board voted to approve the amendment before it can be approved in the House. I have reviewed the floor amendment with Town Counsel, and we have determined the following: • The Town's authority to issue licenses for off-premises consumption comes from Chapter 207 of the Acts of 2012. Section 2 of this Act limits the number of off-premises licenses to 8 (6 all alcohol licenses and 2 wine and beer licenses). • The special legislation authorized by Article 10 of the October 2021 Special Town Meeting stated that <u>notwithstanding</u> anything contained in Chapter 207 of the Acts of 2012, the Town could issue licenses in the amounts allowed by M.G.L. c.138, §17. Adoption of this legislation would increase the number of licenses to correspond to the statutory quota. • The floor revision instead <u>amends</u> Chapter 207 of the Acts of 2012. Specifically, it deletes Section 2 (containing the 8-license cap) and replaces it with a new section that states M.G.L. c.138, §17 will govern the number of licenses that the Town may issue. Adoption of this legislation will similarly increase the number of licenses to correspond to the statutory quota. We believe the end result is the same and recommend your approval. The amendment also retains the requirement that this change must be approved by the voters at the ballot; that part remains unchanged.	



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

2.	VOTE REQUIRED BY SELECT BOARD
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Suggested Motion: That the Select Board vote to approve the language of the amendment relative to H4283 as follows:

“SECTION 1. Chapter 207 of the acts of 2012 is hereby amended by striking out section 2 and inserting in place thereof the following section:-

Section 2. Section 17 of chapter 138 of the General Laws shall govern the number of licenses that may be granted pursuant to this act. The licensing authority may establish the days and hours during which the license may operate. Except as otherwise provided in this act, such licenses shall be subject to the provisions of said chapter 138.

SECTION 2. Notwithstanding any general or special law to the contrary, this act shall be submitted for acceptance by the voters of the town of Needham at an annual or special election in the form of the following question: “Shall an act passed by the General Court in the year 2022, entitled ‘An Act authorizing the town of Needham to grant additional licenses for the sale of alcoholic beverages not to be drunk on the premises’ be accepted?” Below the question shall appear a fair and concise summary of the act prepared by town counsel and approved by the select board. If the majority of votes in answer to the question is in the affirmative, section 1 shall take effect, but not otherwise.

SECTION 3. Section 2 shall take effect upon its passage.”;

and by striking out the title and inserting in place thereof the following title:-
An Act authorizing the town of Needham to grant additional licenses for the sale of alcoholic beverages not to be drunk on the premises.”

3.	BACK UP INFORMATION ATTACHED
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- a. Chapter 207 of the Acts of 2012
- b. Article 10 of the October 25, 2021 Special Town Meeting (Home Rule Petition)

Acts (2012)

Chapter 207

AN ACT RELATIVE TO AUTHORIZING THE TOWN OF NEEDHAM TO AUTHORIZE THE SALE OF ALL ALCOHOLIC BEVERAGES NOT TO BE DRUNK ON THE PREMISES.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding section 11 of chapter 138 of the General Laws or any other general or special law to the contrary, the board of selectmen of the town of Needham shall cause to be placed on the ballot at a regular or special election the following question:-
“Shall the licensing authority in the town of Needham be authorized to grant licenses for both the sale of all alcoholic beverages in packages not to be drunk on the premises and the sale of wine and malt beverages in packages not to be drunk on the premises?”

Below the ballot question shall appear a fair and concise summary of the ballot question prepared by the town counsel and approved by the board of selectmen. If a majority of the votes cast in answer to that question is in the affirmative, the town of Needham shall be taken to have authorized the granting of licenses for the sale of all alcoholic beverages not to be drunk on the premises and the sale of wine and malt beverages not to be drunk on the premises.

SECTION 2. The number of licenses shall be limited to 6. Beginning January 1, 2018 the number of licenses shall be limited to 8 but at no time shall there be in effect more than 6 licenses for the sale of all alcoholic beverages. The remaining licenses shall be limited to the sale of wines and malt beverages. The licensing authority may establish the days and hours during which the license may operate. Except as otherwise provided herein, such licenses shall be subject to the provisions of said chapter 138.

SECTION 3. This act shall take effect upon its passage.

Approved, August 3, 2012.



Theodora K. Eaton, MMC
Town Clerk

TOWN OF NEEDHAM

Office of the Town Clerk

1471 Highland Avenue, Needham, MA 02492-0909

Telephone (781) 455-7500 x216

Fax (781) 449-1246

Email: Teaton@needhamma.gov

AT THE SPECIAL TOWN MEETING

HELD ON MONDAY, OCTOBER 25, 2021

UNDER ARTICLE 10

It was

VOTED: That the Town will vote to authorize the Select Board to petition the General Court for special legislation authorizing said Board, as the local licensing authority, to issue licenses for the sale of all alcoholic beverages not to be drunk on the premises and the sale of wine and malt beverages not to be drunk on the premises under section 15 of chapter 138 of the General Laws up to the maximum number of such licenses authorized by section 17 of said chapter 138, as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court; and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition:

AN ACT AUTHORIZING THE TOWN OF NEEDHAM TO GRANT LICENSES FOR THE SALE OF ALL ALCOHOLIC BEVERAGES NOT TO BE DRUNK ON THE PREMISES AND WINE AND MALT BEVERAGES NOT TO BE DRUNK ON THE PREMISES AS PROVIDED IN SECTION 17 OF CHAPTER 138 OF THE GENERAL LAWS.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. The Select Board of the Town of Needham shall cause to be placed on the ballot at a regular or special election the following question:

“Shall the licensing authority in the Town of Needham be authorized to grant licenses for both the sale of all alcoholic beverages in packages not to be drunk on the premises and the sale of wine and malt beverages in packages not to be drunk on the premises in amounts up to the maximum number of such licenses authorized by section 17 of chapter 138 of the General Laws?”

Below the ballot question shall appear a fair and concise summary of the ballot question prepared by the town counsel and approved by the Select Board.

If a majority of the votes cast in answer to that question is in the affirmative, the licensing authority of the Town of Needham shall, notwithstanding anything contained in chapter 207 of the Acts of 2012 to the contrary, or in section 11 of chapter 138 of the General Laws, be authorized to issue licenses for both the sale of all alcoholic beverages not to be drunk on the premises and for the sale of wine and malt beverages not to be drunk on the premises under section 15 of chapter 138 of the General Laws in amounts up to the maximum number of such licenses authorized by section 17 of said chapter 138.

SECTION 2. This act shall take effect upon its passage.

UNANIMOUS VOTE

A true copy

ATTEST:


Theodora K. Eaton, MMC, Town Clerk



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

MEETING DATE: 5/24/2022

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: 5/24/2022

Agenda Item	557 Highland Avenue Project
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will discuss comments that it may wish to submit to the Planning Board as part of the permitting process for the 557 Highland Avenue project. Items that have been raised with the Board to date include the amount of parking that is proposed, recreational improvements, access to the proposed community use path from Needham Heights to Newton, sustainable development, and others.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion Only	
3.	BACK UP INFORMATION ATTACHED
a. Letter to the Planning Board from the Bay Colony Rail Trail Association dated May 17, 2022.	



May 17, 2022

Mr. Paul Alpert, Chairman
Needham Planning Board
Public Services Administration Building
500 Dedham Ave.
Needham, MA 02492

RE: Traffic Planning for Development at 557 Highland Avenue

Dear Mr. Alpert,

On behalf of the Bay Colony Rail Trail Association (BCRTA), a 501(c)3 non-profit organization that partnered with the Town to create the Needham Rail Trail, we are writing in regard to the planning efforts associated with the proposed Highland Science Center at 557 Highland Avenue, the site of the former Muzi Motors property. Specifically, the BCRTA is interested in the planning discussions underway involving bicycle and pedestrian traffic around the proposed site.

While we are encouraged that some bicycle and pedestrian accommodations were included in the Environmental Notification Form (ENF) submitted by VHB on behalf of Bullfinch, we are concerned that inadequate attention was given to the active initiatives to evaluate and develop the former MBTA ROW that crosses Gould St just north of the 557 Highland Ave property.

In fact, in promising to “to coordinate with the Town of Needham to fund a study evaluating the feasibility of converting the former railroad ROW into a shared-use path”, the authors of the 591-page ENF report seem to be unaware of the passage of Massachusetts Bill H.4269 in December 2021, in which \$200,000 of the State’s ARPA funding has been allocated for a “feasibility and preliminary design study for a bicycle and pedestrian trail between the town of Needham and the city of Newton via a new community bridge spanning state highway route 128, the existing rail bridge spanning the Charles River and connecting to the Newton Upper Falls Greenway and Needham Heights.” Note: we believe the language of the bill has been expanded to consider buses on the corridor.

We feel that it would be short-sighted to consider the scope of the 557 Highland Avenue project without due consideration of the adjacent former MBTA ROW property and the

possibility of converting the ROW to a community trail. The mutual benefits to each initiative are considerable and failure to coordinate the efforts could result in a lost opportunity for a major community amenity and alternative non-automobile link to the Highland Science Center and beyond.

For example, the Environmental Notification Form mentions a Gould St. pedestrian crossing at the site of the MBTA ROW, yet this reference does not consider the requirements for such a crossing in the context of a shared-use path linking Needham Heights and Newton Upper Falls.

The BCRTA was founded in 2010 with a vision to convert the unused railway corridor, on both the south side of Needham, as well as the north, connecting with Newton. We have worked collaboratively with the Town ever since, focusing first on the south section of the unused MBTA ROW between High Rock St. and the Charles River. With the ARPA funding, as well as the development of 557 Highland Ave. property, the time has come to focus on the north section of the unused corridor.

As dedicated and successful advocates for shared-use paths in Needham and nearby communities, experienced in coordinating the many factors in their design and development, we are eager to continue our collaboration with the Town in this effort. We would respectfully request the opportunity to participate in a coordinated design effort around Gould St., particularly as it relates to the broader multi-modal traffic considerations in the area and the development of a Needham Heights community trail on the former MBTA ROW.

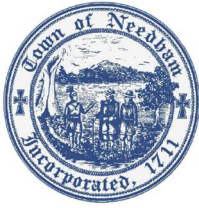
We very much appreciate the opportunity to inform the Planning Board of our concerns and would welcome the opportunity to discuss these issues with the Board at the appropriate time.

Sincerely,

James Goldstein and Tad Staley

James Goldstein and Tad Staley
Current President and Founder, Bay Colony Rail Trail Association

cc. Needham Board of Selectmen
Needham Town Manager

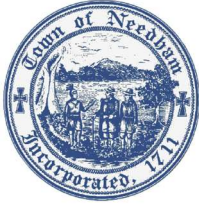


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 5/24/2022

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Board members may report on the progress and / or activities of their Committee assignments.	
2.	VOTE REQUIRED BY SELECT BOARD
3.	BACK UP INFORMATION ATTACHED
none	



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

MEETING DATE: 5/24/2022

Agenda Item	Executive Session
Presenter(s)	

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	1.) Exception 6: Interest in Real Property
2.	VOTE REQUIRED BY SELECT BOARD
	<u>Exception 6:</u> To consider the purchase, exchange, lease, or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. Not to return to Open Session prior to adjournment
3.	BACK UP INFORMATION ATTACHED
	None.