

SELECT BOARD Meeting Agenda
6:00 p.m. September 27, 2022
NEEDHAM TOWN HALL
SELECT BOARD CHAMBERS & ZOOM
REVISED

Pursuant to Chapter 22 of the Acts of 2022, 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/88931474272?pwd=TFVDOtd6ak1sT1RlNWJjdm4rYlpodz09>

Passcode: 866066

One tap mobile: +16465588656,,88931474272#

Webinar ID: 889 3147 4272

Add Public Participation

	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	Public Hearing: Little Spoon Outdoor Dining • Apirak Chuenprapa
2.	6:00	Public Hearing: Little Spoon Alteration of Premises • Apirak Chuenprapa
3.	6:00	Public Hearing: Application for a Transfer of an All-Alcohol License – Cook Needham • Matthew Porter, Applicant Counsel • Deborah Paula, Proposed Manager
4.	6:15	Introduce Legal Counsel • Nicolas Anastasopoulos, Mirick O’Connell
5.	6:30	Emery Grover Project Update • Dan Gutekanst, Superintendent of Schools • Hank Haff, Director of Design & Construction • Stuart Chandler, PPBC Chair • Andrea Longo Carter, School Committee

		• Michael Greis, School Committee
6.	7:00	Town Manager • Special Stabilization Funds • October 24, 2022 Special Town Meeting • Town Manager Report
7.	7:15	Board Discussion • Approve FY23-FY24 Goals • Committee Reports

APPOINTMENTS

1.	Marcus Nelson	Minuteman School Subcommittee Term Exp: 6/30/2024
2.	Michelle Vaillancourt	Contributory Retirement Board Term Exp. 9/27/2025

CONSENT AGENDA *=Backup attached

1.*	Approve minutes of August 9, 2022 (open session), September 13, 2022 (open session), September 13, 2022 (executive session)
2.*	Approve a One Day Special License for Khanh Nguyen of the Anaya Tipnis Foundation for Thursday, October 13, 2022. The event will be held at Temple Beth Shalom, 670 Highland Avenue, Needham. All documents are in order. Police Department has approved the event.
3.*	Approve a One Day Special License for Tracy Vaughan Murphy of Beth Israel Deaconess Hospital Needham for Wednesday, September 28, 2022. The event will be held at Needham Town Hall, Powers Hall, 1471 Highland Ave., Needham. All documents are in order. Police Department has approved the event.
4.*	Approve a One Day Special License for Jim Reulbach of the Needham Exchange Club for Thursday, October 6, 2022. The event will be held at the Memorial Park Field House, 92 Rosemary Street, Needham. All documents are in order. Police Department has approved the event.
5.	Approve the following donations made to the Needham Free Public Library; \$100 from Marian Irving in memory of Ruth Cunningham; Mariel Harlow donated two Ikea kid's chairs and a reading lap support (estimated value: \$100); Barbara Kochaniak donated \$500 for children's books in Polish; \$350 from Lesley & Larry Sugarman and neighbors in memory of Gloria Sexton; Denise Bowser donated an audiobook on CD of The Crypt Thief by Mark Pryor (estimated value: \$20).
6.*	Approve 20B Exemptions for the Following individuals to engage in work with the Needham Park & Recreation Department; Olivia D'Angio, Carol Oberle, Edmund Farrell.
7.	Request that the Select Board designate the Needham Town Hall as the Early Voting location for the State Election and approve the Early Voting Hours as listed: Saturday, October 22, 10am-4pm 2pm, Sunday, October 23 12, Noon – 4pm, Monday-Friday, October 24 – 28, 9am-1pm, Saturday, October 29 10am-4pm 2pm, Sunday, October 30, 12 Noon – 4pm, Monday, October 31 – November

	3, 9am-5pm and Friday, November 4, 9am-1pm.																														
8.	Select Board Approve the assignment of Police Officers to polling places as recommended by the Police Chief.																														
9.*	Approve a request from Bard Fernandes race coordinator for the Needham Run Club New Year’s Day 5K to hold the road race in Needham. The event is scheduled for Sunday, January 1, 2023, 9AM. The route of the parade has been approved by the following departments: DPW, Police, Fire and Park & Recreation.																														
10.*	Approve a request from Ryan Marshall Race Coordinator for The Jog for Joy 5K to hold the road race in Needham. The event is scheduled for Sunday, December 4, 2022. The route of the race has been approved by the following departments: DPW, Police, Fire and Park and Recreation.																														
11.*	Approve Class II License for Needham Auto Sales pending all required paperwork.																														
12	Endorse an Erratum and License Addendum Statement with Comcast of Needham, Inc																														
13.	Approve a request from the Charles River Chamber to place Fall Harvest Fair signs on: • In front of Town Common along the fence on Great Plain Avenue • Avery Square • Entrance to the Recyling Transfer Station at 1421 Central Ave. • Outside Public Service Administrative Building at 500 Dedham Ave. • Needham Library front lawn at 1130 Highland Avenue • Along Harris Street green – near Pollard Middle School • Next to the “Entering Needham” signs on Dedham Avenue, Webster Street, Kendrick Street, and Great Plain Avenue																														
14.	Approve a Common Victualler License for Ceed Corp, d/b/a Cook Needham..																														
15.	Approve a request from Ceed Corp, d/b/a Cook Needham for a Weekday Entertainment License and a Sunday Entertainment License.																														
16.	Grant permission for the following residents to hold block parties:																														
	<table><tr><td>Name</td><td>Address</td><td>Party Location</td><td>Party Date</td><td>Party Rain Date</td><td>Party Time</td></tr><tr><td>Ratify – Jeffrey Cohen</td><td>48 Redington Road</td><td>48 Redington Road</td><td>9/17/22</td><td>9/18/22</td><td>4:30pm-7pm</td></tr><tr><td>Ratify – Alina Jordan</td><td>67 Spring Road</td><td>Spring Road</td><td>9/18/22</td><td>N/A</td><td>3pm-7pm</td></tr><tr><td>Dale McCarthy</td><td>72 Stevens Road</td><td>Stevens Road</td><td>10/16/22</td><td>11/06/22</td><td>4pm-6pm</td></tr><tr><td>Kristen Young</td><td>130 Hoover Road</td><td>Hoover Rd, between Webster and Manning</td><td>10/8/22</td><td>10/15/22</td><td>4pm-8:30pm</td></tr></table>	Name	Address	Party Location	Party Date	Party Rain Date	Party Time	Ratify – Jeffrey Cohen	48 Redington Road	48 Redington Road	9/17/22	9/18/22	4:30pm-7pm	Ratify – Alina Jordan	67 Spring Road	Spring Road	9/18/22	N/A	3pm-7pm	Dale McCarthy	72 Stevens Road	Stevens Road	10/16/22	11/06/22	4pm-6pm	Kristen Young	130 Hoover Road	Hoover Rd, between Webster and Manning	10/8/22	10/15/22	4pm-8:30pm
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**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 9/27/2022

Agenda Item	Public Hearing: Outdoor Dining License– PM Story Corporation LLC, d/b/a Little Spoon
Presenter(s)	Apirak Chuenprapa, Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
PM Story Corporation LLC, d/b/a Little Spoon, located at 952 Great Plain Avenue, is seeking to establish an outdoor dining space on the sidewalk located in front of its storefront. The applicant is requesting use of the space during the Outdoor Dining period of April 1 through November 30, as allowed by Zoning By-Law, Section 6.9. The applicant has also applied to the Select Board for an Alteration of Premises for their liquor license. A legal notice was advertised in the Hometown Weekly on September 15, 2022 and abutters were notified. All supporting documentation appears to be in order.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion: That the Board vote to approve an Outdoor Dining License for PM Story Corporation LLC, d/b/a Little Spoon.</i>	
3.	BACK UP INFORMATION ATTACHED
a. Outdoor Dining Application b. Floorplan c. Furniture Descriptions d. Legal Notice e. Select Board Policy f. Zoning By-law	



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

LOCATION:

Property Address: 952 Great Plain Ave Needham MA 02492
Name of Establishment: Little Spoon Restaurant

APPLICANT:

Name (must be business owner, manager, or lessee): Apirak Chuenprapa
Address: 15 Maple St Needham MA 02492

Telephone Number: 617-893-3516
Email Address: M.Chuenprapa@gmail.com

Do you own or rent property? Rent

PROPERTY OWNER:

Complete this section if applicant is not the property owner

Name (must be owner): Stuart Rothman
Address: 907 Massachusetts Ave Cambridge MA 02139

Telephone Number: 617-547-6559
Email Address: Srothman@fcrcorp.com

APPLICATION REQUEST:

Are you requesting to have outdoor dining on PRIVATE parking spaces? Yes ☐ No ☒

If yes, how many private parking spaces?

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? No
Are you requesting to have outdoor dining on a sidewalk? Yes

SEATING: FACILITIES/EQUIPMENT:

Total number of seats approved under existing Special Permit 60 Seats
Total number of seats existing inside 60 Seats (may be same as above or fewer)
Number of restrooms provided 2 restrooms
Total number of seats proposed outside 1018 Size of Grease Trap 2
Number of chairs 1018 Air Curtains (if opening is off kitchen) _____
Number of tables 15 Screens (if opening is off kitchen) _____
Outdoor Seating Area dimensions _____
Type of Barrier or Enclosure to Define Seating Area _____
(mandatory if alcohol is proposed to be served): _____

DATES AND HOURS OF OPERATION

The standard outdoor dining season in the Town of Needham is April 1 - November 30. The Town will consider applications that extend beyond that timeframe on an individual basis.

Are you requesting to serve food & beverage outdoors earlier than April 1 or later than November 30? Yes no
If yes, what are your proposed opening and closing dates?

What days of the week and hours do you plan to serve food & beverage outdoors?

We plan to open every days. Sunday - Saturday 11:00 AM - 9:00 PM

BRIEF DESCRIPTION OF:

Seating Arrangement, Type of Furniture, Type of Barrier or Enclosure to Define Seating Area (mandatory if alcohol is proposed to be served), Ingress/Egress from the Inside to the Outside, Location of Outdoor Exit Area in the case of an emergency, Written Description of Colors and Materials Used

ALCOHOL SERVICE

☐ NO
☒ YES

If you are seeking permission to serve alcohol outside (i.e., to extend your existing license to a patio or other outdoor seating areas), you must get approval from the Select Board by filing an Alteration of Licensed Premises, which is available on the Alcoholic Beverages Control Commission (ABCC) website at <https://www.mass.gov/how-to/amend-your-alcoholic-beverages-retail-license-alteration-of-premises-or-location-change-abcc>.

Please select one. Expansion area must be either:

- ☒ Contiguous to the licensee's premise with a clear view of the area from inside the premises; or
- ☐ The Licensee may commit to providing management personnel dedicated to the area.

FEES AND TERM

Outdoor seating licenses are issued for a term of one year, unless stated otherwise, and can be renewed annually. The annual application fee is \$25, which will be credited toward the annual licensing fee if the application is approved

For outdoor dining approved on public property, there is an annual licensing fee for the sole use of public space for outdoor dining at the rate of \$250 per public parking space and \$100 for the use of the sidewalk. If an applicant is approved for the use of public parking space(s) and the sidewalk, the \$100 sidewalk licensing fee will be waived.

CERTIFICATION

I/we the undersigned certify that I am the owner of record of the named property or that the owner of record authorizes the proposed work and that the above information which I/we provided is correct.

I/we have read and fully understand the procedures as established by the Town of Needham and further understand that failure to comply with said procedures may result in revocation of this permit.

Signature of Applicant(s): Apirak Chuenprapa Date: 08/02/22

THIS SECTION BELOW IS FOR OFFICIAL USE ONLY

Major Project Site Plan Review Special Permit (Planning Board) yes _____ no _____

Zoning Board of Appeals Special Permit yes _____ no _____

Select Board Licensing Approval _____

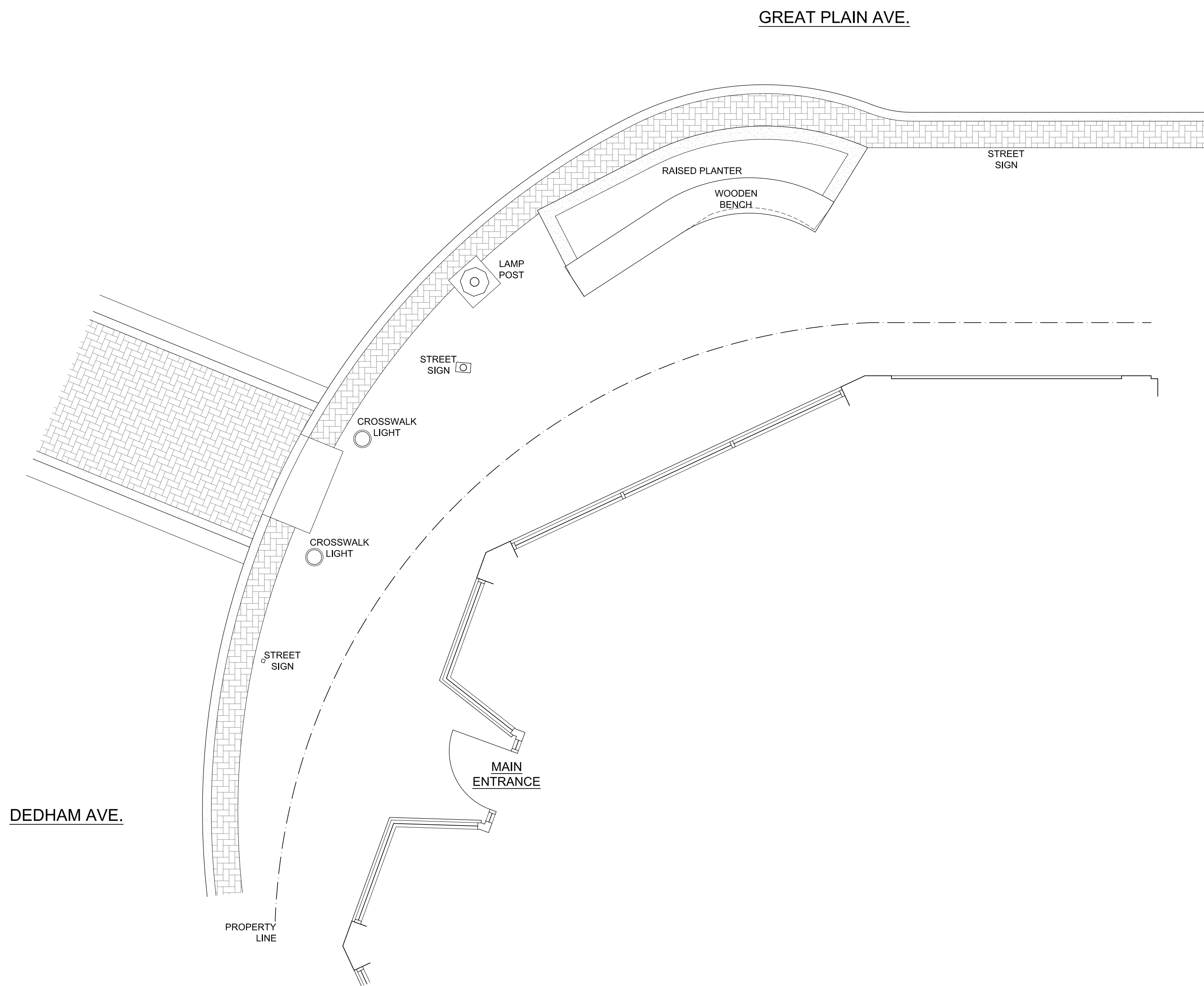
Certificate of Insurance covering outdoor area: _____

Departmental Approval (Health _____ Building _____ Fire _____ Police _____ Public Works _____)

License Agreement (if seating is on sidewalk or other public property): _____

Alteration of Licensed Premises (for alcohol service in outdoor area): _____

Comments: _____



Little Spoon

952 Great Plain Ave
Needham, MA 02492

Revision Date	Description

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Project No.	GP952
File	
X-Refs	
Date Issued	2022-07-01
Drawn By	DB
Checked By	DL

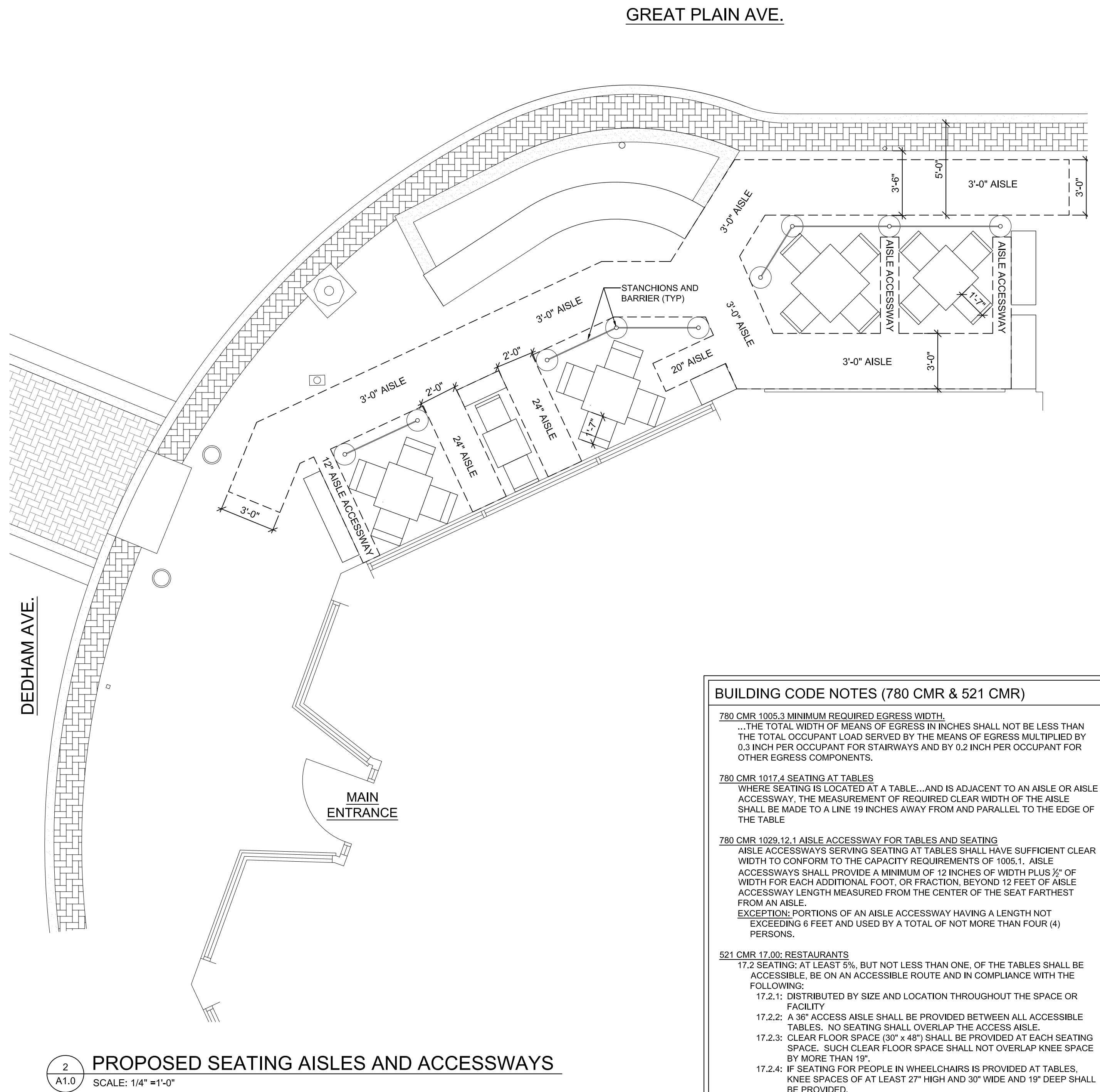
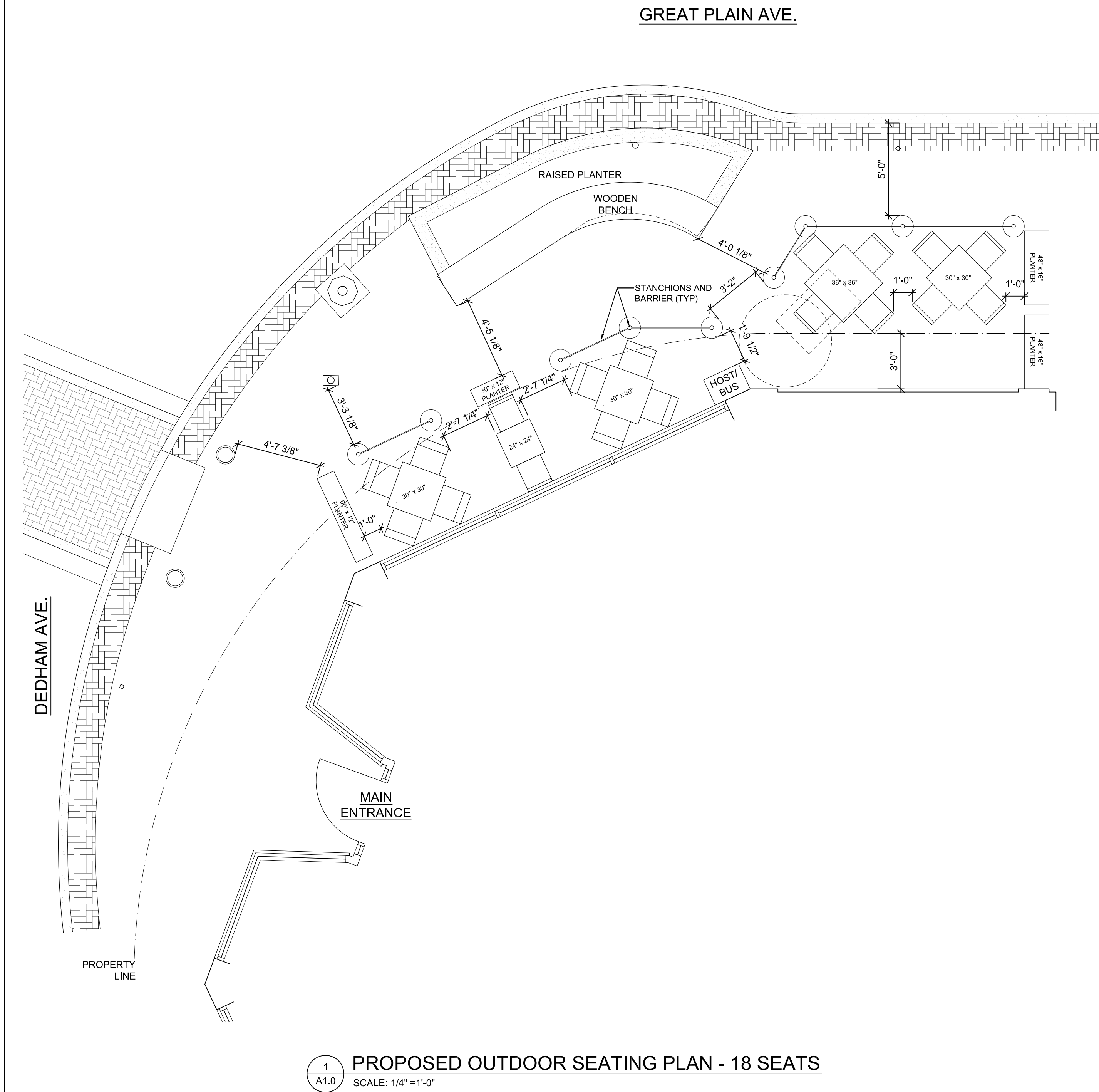
DRAWING TITLE

EXISTING SIDEWALK
PLAN

Little Spoon

952 Great Plain Ave
Needham, MA 02492

Revision	Description
Date	



BUILDING CODE NOTES (780 CMR & 521 CMR)

- 780 CMR 1005.3 MINIMUM REQUIRED EGRESS WIDTH.**
...THE TOTAL WIDTH OF MEANS OF EGRESS IN INCHES SHALL NOT BE LESS THAN THE TOTAL OCCUPANT LOAD SERVED BY THE MEANS OF EGRESS MULTIPLIED BY 0.3 INCH PER OCCUPANT FOR STAIRWAYS AND BY 0.2 INCH PER OCCUPANT FOR OTHER EGRESS COMPONENTS.
- 780 CMR 1017.4 SEATING AT TABLES**
WHERE SEATING IS LOCATED AT A TABLE...AND IS ADJACENT TO AN AISLE OR AISLE ACCESSWAY, THE MEASUREMENT OF REQUIRED CLEAR WIDTH OF THE AISLE SHALL BE MADE TO A LINE 19 INCHES AWAY FROM AND PARALLEL TO THE EDGE OF THE TABLE.
- 780 CMR 1029.12.1 AISLE ACCESSWAY FOR TABLES AND SEATING**
AISLE ACCESSWAYS SERVING SEATING AT TABLES SHALL HAVE SUFFICIENT CLEAR WIDTH TO CONFORM TO THE CAPACITY REQUIREMENTS OF 1005.1. AISLE ACCESSWAYS SHALL PROVIDE A MINIMUM OF 12 INCHES OF WIDTH PLUS 1/2\"/>

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Project No.	GP952
File	
X-Refs	
Date Issued	2022-08-19
Drawn By	DB
Checked By	DL

DRAWING TITLE

PROPOSED OUTDOOR SEATING PLAN

SHEET NUMBER

A1.0

WebstaurantStore

plus Free Shipping & Net 30!
Learn More

Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop & Dinnerware	Disposables	Furniture	Food & Beverage	Janitorial Supplies	Industrial Supplies	Business Type
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WebstaurantStore Restaurant Furniture Commercial Outdoor Furniture Outdoor Restaurant Tables and Sets American Tables & Seating ALM3636 36" x 36" Square Top Outdoor Table with Umbrella Hole

American Tables & Seating ALM3636 36" x 36" Square Top Outdoor Table with Umbrella Hole

★★★★★ Read 11 reviews Item #: 132ALM3636 MFR #: ALM3636

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products like
this!

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SEE MORE
PRODUCTS



★★★★★

American
Tables &
Seating ALM30

\$116.49/Each



American
Tables &
Seating 30"

\$116.49/Each



American
Tables &
Seating 30"

\$116.49/Each



★★★★★

American
Tables &
Seating

\$116.49/Each



American
Tables &
Seating 36"

\$136.99/Each



Works With ?

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Ask

Only

\$136.99/Each

4 interest-free payments of \$34.25 [Prequalify >](#)

CREDIT KEY

Discounted shipping with

1

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Wish List ▼

Rapid Reorder

Customers Also Viewed



Lancaster Table & Seating Harbor Black 36"
Square Dining Height Powder-Coated Steel
Mesh Table with Ornate Legs

\$109.99/Each

1

Add to Cart



American Tables
and Seating 90B
Metal Black
\$82.99/Each

1 Add to Cart

Items You Might Like



BFM Seating
SU3030BL-D
Barnegat 30" x 30"
\$196.49/Each

1 Add to Cart



American Tables &
Seating 24" x 30"
Rectangular Light
\$50.99/Each

1 Add to Cart

American Tables & Seating ALM3636 Details

This durable 36" x 36" square iron top outdoor table features an attractive black powder coated finish and an umbrella hole, making it perfect for your pool deck, outdoor cafe or outdoor patio.

Dimensions:

Length: 36"

Width: 36"

Height: 29"

Umbrella Hole Diameter: 2 1/2"

This Item Ships via Common Carrier. For more information and tips to help your delivery go smoothly, click here.

Because this item is not stocked in our warehouse, processing, transit times and stock availability will vary. If you need your items by a certain date, please contact us prior to placing your order. Expedited shipping availability may vary. We cannot guarantee that this item can be cancelled off of the order or returned once it is placed.

AMERICAN TABLES & SEATING ALM3636 SPECS

Quantity	1/Each
Length	36 Inches
Width	36 Inches
Height	29 Inches
Height Style	Standard Height
Umbrella Hole Diameter	2 1/2 Inches
Color	Black
Features	Umbrella Hole
Frame Color	Black
Frame Material	Iron
Shape	Square
Tabletop Material	Iron
Type	Tables

Other Available Sizes:

36" x 36"

30" x 30"

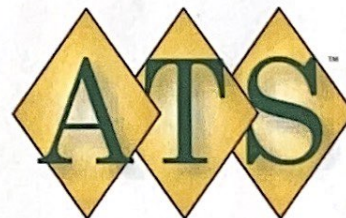
- ✓ Heavy-duty iron construction
- ✓ Textured black powder coated finish
- ✓ Includes an umbrella hole
- ✓ Holes in table top allow rain and debris to pass through for easy cleaning
- ✓ Ideal for decks, outdoor cafes, and patios

UPC Code:

400010634125

Shipping:

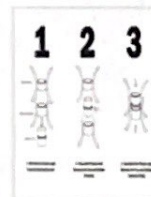
Usually Ships in 3 Business Days



American Tables & Seating, Mfg.

View all American Tables & Seating Outdoor Restaurant
Tables and Sets

Resources and Downloads for American Tables & Seating ALM3636



Instructions



Warranty

A PDF viewer is required to view this product's information.
Download Adobe Acrobat software

Resources

A Guide to Commercial Outdoor Furniture

WebstaurantStore

plus Free Shipping & Net 30!
[Learn More](#)

Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop & Dinnerware	Disposables	Furniture	Food & Beverage	Janitorial Supplies	Industrial Supplies	Business Type
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WebstaurantStore Restaurant Furniture Commercial Outdoor Furniture Outdoor Restaurant Tables and Sets American Tables & Seating ALM3030 30" x 30" Square Top Outdoor Table with Umbrella Hole

American Tables & Seating ALM3030 30" x 30" Square Top Outdoor Table with Umbrella Hole

★★★★★ Read 15 reviews Item #: 132ALM3030 MFR #: ALM3030



Works With ?

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Ask



American Tables and Seating 908 Metal Black
\$82.99/Each

Items You Might Like ?

Only
\$116.49/Each

4 interest-free payments of \$29.12 [Prequalify >](#)

CREDIT KEY

Discounted shipping with

[Wish List](#)

[Rapid Reorder](#)

Customers Also Viewed



Lancaster Table & Seating Harbor Black 30" Square Dining Height Powder-Coated Steel Mesh Table with Ornate Legs

\$94.99/Each

Other Available Sizes:

30" x 30" ☒

36" x 36"

- ✓ Heavy-duty iron construction
- ✓ Textured black powder coated finish
- ✓ Includes an umbrella hole
- ✓ Holes in table top allow rain and debris to pass through



Lancaster Table & Seating Black Powder-Coated
\$39.99/Each

1 Add to Cart



BFM Seating SU3030BL-D Barneget 30" x 30"
\$196.49/Each

1 Add to Cart

for easy cleaning

✓ Ideal for decks, outdoor cafes, and patios

UPC Code:

FN-ALM3030

Shipping:

Usually Ships in 3 Business Days

American Tables & Seating ALM3030 Details

This durable 30" x 30" square iron top outdoor table features an attractive black powder coated finish and an umbrella hole, making it perfect for your pool deck, outdoor cafe or outdoor patio.

Dimensions:

Length: 30"

Width: 30"

Height: 29"

Umbrella Hole Diameter: 2 1/2"

This Item Ships via Common Carrier. For more information and tips to help your delivery go smoothly, click here.

Because this item is not stocked in our warehouse, processing, transit times and stock availability will vary. If you need your items by a certain date, please contact us prior to placing your order. Expedited shipping availability may vary. We cannot guarantee that this item can be cancelled off of the order or returned once it is placed.

⚠ **Attention CA Residents: Prop 65 Warning** >

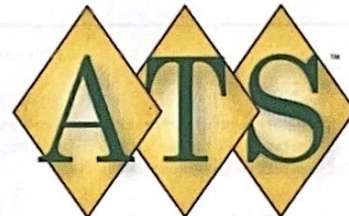


Seating Capacity: 2 - 4

Two to four people can comfortably sit at this table

AMERICAN TABLES & SEATING ALM3030 SPECS

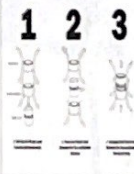
Quantity	1/Each
Length	30 Inches
Width	30 Inches
Height	29 Inches
Height Style	Standard Height
Umbrella Hole Diameter	2 1/2 Inches
Color	Black
Features	Umbrella Hole
Frame Color	Black
Frame Material	Iron
Shape	Square
Tabletop Material	Iron
Type	Tables



American Tables & Seating, Mfg.

View all American Tables & Seating Outdoor Restaurant Tables and Sets

Resources and Downloads for American Tables & Seating ALM3030



Instructions



Warranty

A PDF viewer is required to view this product's information. Download Adobe Acrobat software

Resources

📖 A Guide to Commercial Outdoor Furniture

Related Items

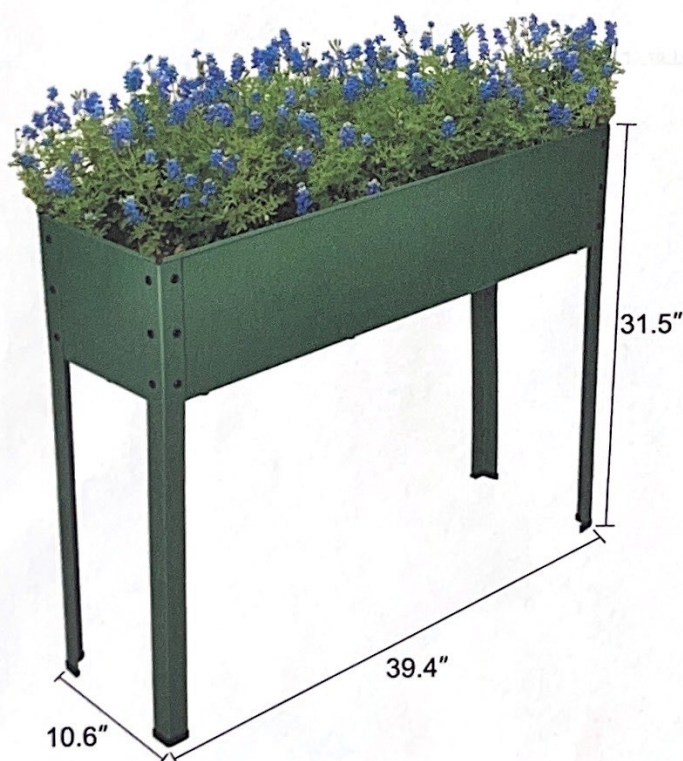
Description

Made of galvanized steel with anti-rust coating, the tides-raised garden bed works great for those who want to come out, get some fresh air, and build a small yet vibrant garden without sacrificing the ambiance of the outdoor seating area.

Features

- Concise Outlook with Sturdy Frame: The elevated planter box is made of powder-coated galvanized steel with a green coating that stands sturdy for long-time usage. And the colors of its appearance are in contrast to your bright yet vivid garden to make them stand out.
- Fully Utilized Space: The raised planter box provides ample growing space to raise lettuces, broccoli, some herbs and flowers, a little shovel, and a watering can nicely. Picking fresh veggies is so easy since it is at waist height.
- Effective Drainage: In the middle of the planter box is a drainage hole to help prevent root rot and maintain the perfect amount of hydration for your soil and plants. Definitely looking forward to watching your garden bloom this summer!
- Versatile for Indoor & Outdoor: This metal raised bed is both functional and durable in use over seasons with a coated steel surface.
- Weight Capacity: 220 pounds

Weights & Dimensions



Overall

31" H x 39" W x 10" D

Interior

8" H x 38" W x 9" D

Overall Product Weight

14 lb.

• Specifications

Features

Product Type

Elevated Planter

Location

Indoor / Outdoor Use

Material

Metal

Material Details

Steel

Color

Green

Capacity

2oz.

Drainage Holes

Yes

Drill Holes

No

Drain Plug Included

• No

Galvanized

Yes

Rust Resistant

Yes

Weather Resistant

Yes

Supplier Intended and Approved Use

Residential Use

Assembly

Level of Assembly

Full Assembly Needed

Adult Assembly Required

Yes

Warranty

Commercial Warranty

Yes

Product Warranty

Yes

Warranty Length

30 Days

Full or Limited Warranty

Limited

**LONGSHORE
TIDES**

About The Shop

4.6

Let style be your anchor with this charming and sophisticated collection from Longshore Tides. Set your sights on soft fabrics and relaxed finishes, while seafaring stripes and easy-going accents create a nautical vibe that's hard to resist.

More About This Product

When you buy a Longshore Tides Boren Metal Elevated Planter online from Wayfair, we make it as easy as possible for you to find out when your product will be delivered. Read customer reviews and common Questions and Answers for Longshore Tides Part #: W003307690 on this page. If you have any questions about your purchase or any other product for sale, our customer service representatives are available to help. Whether you just want to buy a Longshore Tides Boren Metal Elevated Planter or shop for your entire home, Wayfair has a zillion things home.

Have a question?

We're here to help.



WebstaurantStore

plus Free Shipping & Net 30!
Learn More

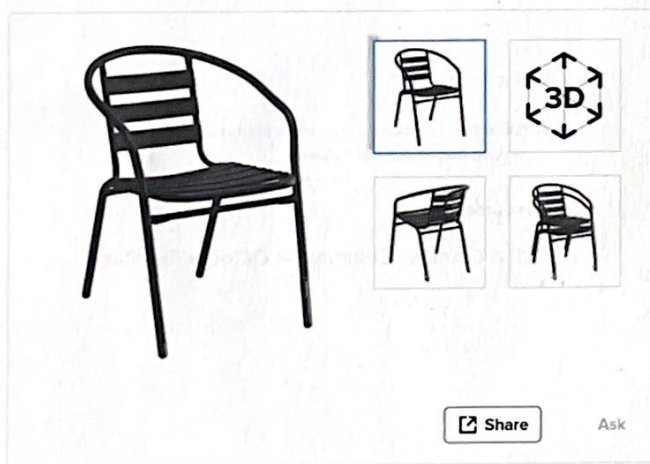
 Search

Restaurant Equipment	Commercial Refrigeration	Smallwares	Storage & Transport	Tabletop & Dinnerware	Disposables	Furniture	Food & Beverage	Janitorial Supplies	Industrial Supplies	Business Type
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WebstaurantStore Restaurant Furniture Commercial Outdoor Furniture Outdoor Restaurant Chairs Black Outdoor Restaurant Chairs Lancaster Table & Seating Black Powder-Coated Aluminum and Steel Outdoor Arm Chair

Lancaster Table & Seating Black Powder-Coated Aluminum and Steel Outdoor Arm Chair

Leave a review Item #: 427CTSAARMBLK



Sale Mix & Match Discounts Quantity Discounts

Buy 10 or more

\$24.93/Each

4 interest-free payments of \$6.23 Prequalify

CREDIT KEY

Buy 1 - 9

~~\$39.99~~ **\$29.99/Each**

1

Add to Cart

Wish List

Rapid Reorder

Items You Might Like

 Wabash Valley SU9118P Sullivan Powder Coated \$129.00/Each 1 Add to Cart	 Flash Furniture TLH-020-BK-GG 29\" Black Rattan \$50.99/Each 1 Add to Cart
---	---

Other Available Colors:



Other Products from this Line

 Lancaster Table & Seating Black Powder-Coated \$34.99/Each 1 Add to Cart	 Lancaster Table & Seating Chrome Powder-Coated \$34.99/Each 1 Add to Cart
---	--

- ✓ Made for use on outdoor patios and bar areas
- ✓ Durable powder-coated construction resists corrosion
- ✓ Textured surface with black finish matches outdoor decor
- ✓ Rust-proof to withstand moisture and weather
- ✓ Lightweight aluminum and steel construction

UPC Code:

400015169004



Quick Shipping

Usually ships in 1 business day

SPECS

Details

Allow your guests to enjoy the breezy summer weather with this Lancaster Table & Seating black powder-coated aluminum and steel outdoor arm chair. Designed specifically for outdoor use, this chair makes an excellent addition to restaurant and bar patios and other outdoor entertainment areas such as banquets and luaus. It's also lightweight so that you can easily move it around your outdoor setting for the best possible view. It comes fully equipped with two arm rests for maximum relaxation. Your guests will love the opportunity to enjoy the temperate weather with the convenience and comfort of this chair!

This chair is made of powder-coated steel frame and powder coated aluminum slats for the seat and back, and is e-coated to make it durable enough to resist weather and corrosion. Its textured surface features a neutral black color that's sure to match any decor and complement the natural tones of the outdoors! For your convenience, this chair has a weight capacity of up to 250 lb. It is also stackable for easy storage. Place it on your patio and let your guests enjoy!

Overall Dimensions:

Length: 21 1/4"

Width: 24 7/16"

Height: 29 1/8"

⚠ Attention CA Residents: Prop 65 Warning >



Stackable

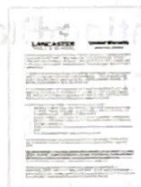
This item can safely be stacked with identical or indicated items to promote easy transportation and space-saving storage.

Quantity	1/Each
Length	21 1/4 Inches
Width	24 7/16 Inches
Height	29 1/8 Inches
Capacity	250 lb.
Color	Black
Frame Material	Steel
Seat Color	Black
Seat Material	Aluminum
Stackable	Yes
Style	Arm Chair
Type	Chairs
With Back	Yes



View all Lancaster Table & Seating Outdoor Restaurant Chairs

Resources and Downloads



Warranty

A PDF viewer is required to view this product's information.
Download Adobe Acrobat software

Resources

 A Guide to Commercial Outdoor Furniture

Related Items

< Back to results

US Weight - U2000 Sentry Stanchion with 6.5 Foot Retractable Belt – Easy Connect Assembly (2-Pack), Black

Visit the US Weight Store

942 ratings

S from \$81.06 inc. tax + shipping

| 43 answered questions

Amazon's Choice  for "stanchions with retractable belts"

Size: **2 PACK**

- 2 PACK
- 6 PACK

Style: **U2000 SENTRY SNAP ASSEMBLY**

- U2000 SENTRY SNAP ASSEMBLY
- U2001 SENTRY SPRING ASSEMBLY

- Easy Connect assembly requires no tools with the snap together connection between post and base is as easy as 1, 2, 3
- Durable high density polyethylene weighted base (15 lb.) features no-skid, non-marking rubber feet to keep stanchion in place
- Reinforced shoulder post design keeps stanchion standing straight and provides added strength
- 6.5-foot retractable belt includes a locking mechanism and features a safety braking system
- Sentry stanchion is only compatible with the U2513 Sentry Sign Holder to advertise signage (sold separately)

Product Specifications

Color	Black
Ean	0754806236568
Height	38.5 inches
Included Components	post (2)^retractable belt
Item Weight	34.0 pounds
Length	14.5 inches
Material	High Density Polyethylene

[See more](#)

Specification for this product family

Brand Name	US Weight
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Deliver to Sunsanee - Needham 02492

See All Buying Options

Add to List

Add to Baby Registry

Add to Registry & Gifting

Have one to sell?

Sell on Amazon



CCW Set of 2 Stanchion Retractable...
★★★★★ 224
\$104⁹⁵

Sponsored





Roll over image to zoom in

UNSPSC Code 46000000

[Report incorrect product information.](#)



8NET Safety Bollard 24"Hx4.5"D,
12Ga (2.7 mm), Base-8x8", Steel...

★★★★★ 125

\$65⁰⁰

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Products related to this item

Page 1 of 150

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Qbuster Retractable Belt
Stanchion Safety Barrier
Post with 11 ft. Belt and
Sign Ho...

13

\$260.00



CCW Set of 2 Stanchion
Retractable Barrier, 11 ft.
- Easy to Assemble, No
Tools Req...

224

\$104.95 (\$52.48/Item)



Crowd Control Barriers
Heavy Duty Crowd
Control Stanchion with
Extended 9.8ft Red R...

\$82.99



New Star Foodservice
54590 Stanchions, 36-
Inch Height, 6.5-Foot
Retractable Belt, S...

503

Amazon's Choice in
Rope Safety Barriers
\$89.97



CCW Se
Set of 2
Retract
(7.5 Foo

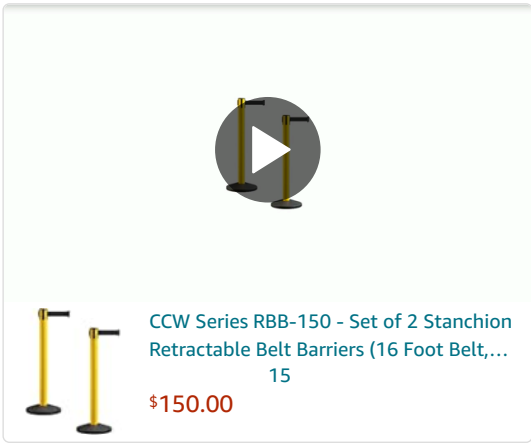
\$109.!

Brands in this category on Amazon

Page 1 of 3

Sponsored

Crowd Control Warehouse
[Shop the Store on Amazon](#)

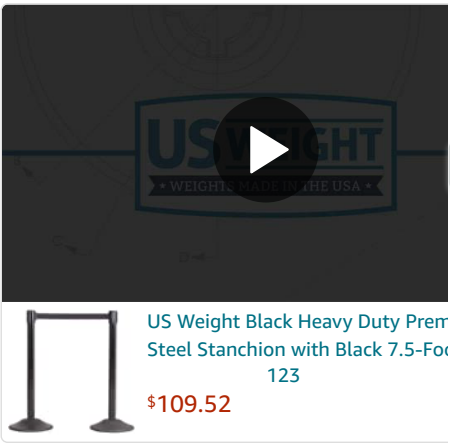


CCW Series RBB-150 - Set of 2 Stanchion
Retractable Belt Barriers (16 Foot Belt,...

15

\$150.00

US Weight
[Shop the Store on Amazon](#)



US Weight Black Heavy Duty Prem
Steel Stanchion with Black 7.5-Fo

123

\$109.52

Product details

- Package Dimensions : 39.9 x 15.3 x 5.1 inches; 34 Pounds
- Item model number : U2000
- Date First Available : July 21, 2016
- Manufacturer : US Weight
- ASIN : B01ITDEB2C
- Best Sellers Rank: #3,606 in Industrial & Scientific (See Top 100 in Industrial & Scientific)
- #1 in Medical Carts
- #1 in Chain Safety Barriers

Customer Reviews:

942 ratings

Subtotal

\$209.99



Product Description

The Sentry is unchallenged as the most durable and affordable stanchion in its class. Made in the United States, the Sentry post and base are made of high density polyethylene that is scratch-resistant and incredibly durable. The innovative assembly features Easy Connect, a snap together connection between the post and base that requires no tools for fast and easy assembly. The post stands at 38.5-inches tall and features a reinforced shoulder post design for added strength to keep the post standing straight. Supporting the stanchion is a 15. lb. weighted base with six no-skid, non-marking rubber feet to keep the stanchion in place, even with large crowds. The Sentry features a 6.5-foot woven belt with a safety braking system for slow and safe belt return. Each 2.875-inch diameter post also features 3 belt receptacles to facilitate a 4-way connection to other posts. These receptacles feature a safety locking mechanism to keep the belt securely fastened to the post and prevent accidental belt retraction. The Sentry features a universal belt end that will fit almost any known stanchion on the market. The Sentry stanchion is only compatible with the U2513 Sentry Sign Holder to advertise signage (sold separately). US Weight, located in Olney, Illinois, introduces the most durable and affordable stanchion in its class with the Sentry.

From the manufacturer



Town of Needham Select Board

Policy Number:	SB-LIC-016
Policy:	Outdoor Dining Licenses
Date Approved:	10/12/2021
Date Revised:	
Approved:	 _____ Chair, Select Board

Section 1. Purpose

The purpose of this policy is to establish a process and application criteria for licensing local businesses to use public rights-of-way, public parking lots, on-street parking spaces, sidewalks and/or other Town-owned property for outdoor dining. The Select Board will consider these guiding principles for outdoor dining:

- Create quality public spaces that contribute to people's health, happiness, and sense of connection to Needham and with each other.
- Support small businesses through added vibrancy and engagement in our business districts.
- Maintain safe and accessible sidewalk access for all users.
- Balance the needs of other street activities, including adequate parking infrastructure.

Section 2. Policy

- 2.1 No outdoor restaurant seating shall be permitted within the public right-of-way, public sidewalks and/or on public property unless the Select Board authorizes the placement of temporary outdoor seating.
- 2.2 Under Zoning Bylaw Section 6.9, the Select Board may authorize the placement of seasonal, temporary outdoor seating including but not limited to tables, chairs, serving equipment, planters, and umbrellas, within the public way and on public property, for eat-in restaurants during normal hours of operation, provided that:
 - 2.2.1 The Select Board holds a public hearing and deems that pedestrian and vehicular circulation, the safety of restaurant patrons and the public, and parking for patrons

of restaurants, retail establishments and service establishments in the vicinity of the outdoor seating, is adequately provided for;

- 2.2.2 The seating is within the public sidewalk abutting the front, rear, or side of the restaurant's owned or leased property or on a public way or on other public property abutting the front, rear, or side of the restaurant's owned or leased property;
- 2.2.3 Such use is clearly related to the restaurant conducted inside the principal building;
- 2.2.4 Unless otherwise permitted by law, a minimum sidewalk width of forty-eight inches (48") and a minimum width of thirty-six inches (36") of unobstructed pedestrian paths , shall be continuously maintained, as shown on the plan provided to the Select Board;
- 2.2.5 Such use does not obstruct or otherwise interfere with visibility at intersections;
- 2.2.6 During all operating hours and thereafter, the area of outdoor seating must be kept clean, including clearing of all tables and removal of all trash; and
- 2.2.7 The application and proposed plans adhere to all health, safety, access, and operational requirements established by the Town, as outlined in Appendix A: Outdoor Dining Requirements. The Town Manager is authorized to update these requirements, as needed, and will ensure the application form reflects any changes.
- 2.3 Items 2.2.1, 2.2.2 and 2.2.3 shall not apply during special town-wide festivals or events during the year as designated by the Select Board.
- 2.4 A restaurant applying for outdoor seating must possess a Common Victuallers License.
- 2.5 Operation of outdoor restaurant seating areas is only permitted when the main place of business is open.
- 2.6 Two or more restaurants may apply jointly for a shared outdoor seating area, subject to all requirements that apply to individual applicants.
- 2.7 The Board may not approve more than 3 public parking spaces for any single applicant. The three spaces include any area taken by concrete safety barriers.

- 2.8 If an applicant is requesting the use of a designated handicap parking space for outdoor dining, the Board may not approve unless a suitable alternative location for handicap parking is identified.
- 2.9 The outdoor dining season shall be April 1 - November 30. The Select Board may authorize seasonal temporary outdoor seating under Zoning Bylaw Section 6.9.2 (b) earlier than April 1 and later than November 30 of each year. Applicants should specify the requested start and end date for their outdoor seating area. Board consideration shall be given to snow removal operations, roadway and sidewalk construction schedules, and other needs of the Town.
- 2.10 Outdoor dining licenses must be renewed annually. For those applications seeking a renewal from the prior year, the Town Manager will determine whether a public hearing is required, taking into consideration any compliance issues, resident or abutter complaints, and safety concerns in the prior year. Renewals will be reviewed subject to the criteria above and to the operational needs of the Town, including but not limited to anticipated roadway or sidewalk construction, potential changes in use of the public property, and changes in the Town's overall parking infrastructure.
- 2.11 An application for outdoor seating on public property that increases the restaurant's overall seating capacity by more than thirty percent (30%) must receive approval by the Special Permit Granting Authority that granted the special permit allowing the use of the premises as a restaurant (either the Planning Board or the Zoning Board of Appeals), before the Select Board will review the outdoor dining application.
- 2.12 If an applicant currently has a liquor license that allows consumption on premises and intends to extend that service to the Outdoor Seating area, the applicant must file an Alcoholic Beverages Control Commission's Alteration of Premises form with the Select Board.
- 2.13 Applicants must provide a certificate of liability insurance covering the approved outdoor dining area and naming the Town of Needham as an additionally insured party in the amount of \$500,000/\$1 million.
- 2.14 Permission to use Town land does not modify or amend any applicable state or local rules, requirements, permits, licenses, or approvals. To the extent that modifications of any existing permits, licenses or approvals may be necessary, they should be separately applied for by the applicant.
- 2.15 Permission to use Town land may be modified or terminated by the Town, in its sole discretion, at any time. Upon termination, the restaurant shall be responsible for removing all its property from the designated area.

Section 3. Procedures

- 3.1 The applicant shall file an application for outdoor dining on the form prescribed by the Town of Needham and submit requisite plans, photographs, and information.
- 3.2 The application and related plans that are submitted must adhere to all health, safety, and access requirements established by the Town, as outlined in this policy and in Appendix A: Outdoor Dining Requirements.
- 3.3 Applicants must provide a certificate of liability insurance covering the approved outdoor dining area and naming the Town of Needham as an additionally insured party in the amount of \$500,000/\$1 million.
- 3.4 Upon receipt of an application, the Town Manager or their designee, will review the application for completeness, request any missing documentation, and circulate the completed application to relevant Town departments for review and comments.
 - 3.4.1 An application for outdoor seating on public property that increases the restaurant's overall seating capacity by more than thirty percent (30%) must receive approval by the Special Permit Granting Authority that granted the special permit allowing the use of the premises as a restaurant (either the Planning Board or the Zoning Board of Appeals), before the Select Board will review the outdoor dining application.
 - 3.4.2 If an applicant currently has a liquor license that allows consumption on premises and intends to extend that service to the outdoor seating area, the applicant must file an Alcoholic Beverages Control Commission's Alteration of Premises form with the Select Board.
 - 3.4.3 Applicants are encouraged to apply in late fall/early winter prior to the next outdoor dining season. Applicants may need approval from multiple local boards including the Select Board, Planning Board, and/or Zoning Board of Appeals depending on the specifics of the application. Applicants with liquor licenses will also require approval from the Alcoholic Beverages Control Commission, after local approval is received. While the Town will work diligently to process applications, applicants are not guaranteed a decision by April 1.
- 3.5 The Office of the Town Manager will notify the applicant and all owners of property within a 300-foot radius of the premises to be licensed of any public hearing via certified mail, at least seven (7) days prior to the scheduled hearing date.
- 3.6 Applicants that are approved by the Board will be required to sign a license agreement with the Town of Needham for the use of the public right of way.
- 3.7 Approved applicants may be required to obtain additional permits, subject to the specific furniture and accessories proposed for outdoor dining. Tents and outdoor structures with roofs require a permit from the Building Department. Outdoor

electrical wiring and lighting require an electrical permit from the Building Department. Outdoor heaters require a permit from the Fire Department.

- 3.8 Applicants with outdoor seating approved in on-street parking spaces or in a parking lot must coordinate with the Department of Public Works for the placement of concrete jersey barriers, before outdoor dining furniture can be installed or used.
- 3.9 Outdoor dining licenses must be renewed annually. The Select Board will determine whether a public hearing is required for renewal, taking into consideration any compliance issues, resident or abutter complaints, and safety concerns in the prior year. Renewals will be reviewed subject to the criteria above and to the operational needs of the Town, including but not limited to anticipated roadway or sidewalk construction, potential changes in use of the public property, and changes in the Town's overall parking infrastructure.

Section 4. Fees

- 4.1 There shall be an annual application fee of \$25, which will be credited toward the annual licensing fee, as defined in Section 4.2, when the application is approved.
- 4.2 For all approved applications, there shall be an additional annual licensing fee for the sole use of public space for outdoor dining at the rate of \$250 per public parking space and \$100 for the use of the sidewalk. If an applicant is approved for the use of public parking space(s) and the sidewalk, the \$100 sidewalk licensing fee will be waived.

Section 5. Exceptions

The Select Board reserves the right to make exceptions to this policy if it determines that it is in the best interest of the Town to do so.

Appendix A. Outdoor Dining Requirements

All outdoor dining applications will be reviewed by the relevant Town Department(s) to ensure compliance with the following requirements:

Public Safety & Accessibility

1. The plan submitted must show a minimum sidewalk width of 48” and a minimum width of 36” (or as otherwise prescribed by law) is maintained and unobstructed from the sidewalk or entrances into the building or any other designated walkways or pedestrian paths. The table and chairs must be placed within the outdoor seating area in such a manner as to allow free and safe passage of pedestrian traffic.
2. The outdoor seating arrangement may not obstruct or interfere with visibility at any street intersection and must not impede Police or Fire access.
3. The outdoor seating arrangement may not obstruct any fire exit, fire escape or other required ingress or egress.
4. The outdoor seating area must be accessible to people with disabilities and the applicant must at all times comply with all applicable laws, ordinances and regulations concerning accessibility and non-discrimination in the providing of services.
5. Outdoor seating placed on sidewalks or in outdoor areas should maintain a 36” clear path between and around all tables and chairs.
6. Seating placed near or adjacent to public ways or parking lots that vehicles can pull up to or travel by must have crash protection, such as concrete barriers.

Public Health

7. All entrances and exit doors through the kitchen used by food service personnel and customers must be screened and provided with air curtains meeting National Sanitation Foundation standards. All windows or openings through the kitchen used for the transfer of food must also be screened and provided with air curtains. (If your entrance and exit or service opening to the outdoor seating area is through the kitchen, you must get Health Department approval.)
8. All food must be prepared inside the facility’s kitchen and kept inside until served. No food may be prepared outside.
9. A system for washing down the outside seating area must be provided.
10. Food service personnel may not serve patrons beyond the outdoor seating area as shown on the plan approved by the licensing authority.
11. Food service personnel must constantly police the outdoor seating area for wastepaper, garbage, and other trash. Covered trash receptacles should be provided and must be emptied as needed to prevent overflowing. They must also be emptied at the end of each evening’s service.
12. If dumpsters are located near these proposed seating areas, need to ensure that areas around dumpsters are clean and sanitary, and no public health nuisance issues with odors or attraction of pests exist.
13. During the operating hours and thereafter, strict clean-up practices must be adhered to. Food service personnel must clear up after each patron and remove all trash and dirty dishes.

14. Outside food handlers must have easy access to handwash sinks and cleaning cloths. Facilities for preparation and disposal of sanitizing solutions must be accessible.
15. Outdoor seating areas shall be considered as part of the restaurant and shall comply with Board of Health regulations, including a prohibition of smoking in seasonal outdoor dining areas and only service animals being allowed in those same areas.
16. Pets not allowed in outdoor seating areas. Only service animals are permitted.

Furniture, Fixtures, Lighting & Heating

17. Tents and outdoor structures with roofs will require a permit from the Building Department.
18. Electrical wiring and lighting for outdoor seating will require an electrical permit from the Building Department.
19. Outdoor heaters require a permit from the Fire Department.
20. The applicant shall be responsible for the maintenance and upkeep of the public right-of-way used for the outdoor seating area and the replacement of damaged public property, including brick pavers. No furniture or furnishings may be permanently attached by any means to the public sidewalk or any other public property.
21. Planters may be used to provide added visual interest and create a more attractive and welcoming atmosphere. Planters may not be used to define the area of outdoor seating where the service of alcohol is involved.
22. If a patio is constructed, the patio or other ground surface must be constructed of material readily cleanable and not susceptible to dust, mud, or debris. (Brick, bluestone, tile, and concrete are examples of acceptable materials.)
23. Outdoor dining furniture and fixtures must be maintained in good visual appearance and in clean condition. Tabletops must be easily cleanable and durable and maintained in a clean and sanitary condition.
24. Umbrellas may be used but must be, when extended, at least 7 feet above the sidewalk or patio level and contained within the outdoor seating area. Umbrellas should be closed when the restaurant is not open for business.
25. Furniture and fixtures must be removed or safely secured when inclement weather is forecasted.
26. At the end of each outdoor dining season, all furniture, umbrellas, and trash receptacles must be removed.
27. All outdoor seating, furnishings and obstructions must be removed from December 1 through and including March 31, unless you have received written approval from the Town of Needham extending your outdoor dining license beyond April 1 - November 30.
28. Electrical or lighting used in or around outdoor seating needs to be UL listed for outdoor continuous use, such as power outlets, lighting and cords or cables. Exterior feeds for lighting or power should not be laid on the ground and installed overhead without code compliant cable and supporting hardware. Electrical wiring for lighting and power shall require a permit and inspection, this work shall be installed by a licensed electrician.
29. Tents, membrane structures and their accessories such as sidewalls, drops, tarpaulins, floor coverings, bunting and combustible decorations shall be certified by an approved testing laboratory meeting the design criteria of NFPA 701. Each Membrane structure or tent shall have a permanently affixed label bearing the size, fabric, and material type, testing agency and standard that fabric was tested under.

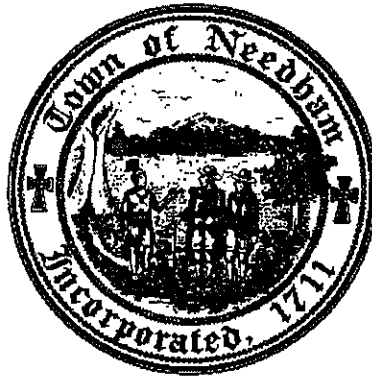
30. Portable fire extinguishers are required for each tent or membrane structure.
31. Open or exposed flame or other devices emitting flame, fire or heat or any other flammable or combustible liquids, gas, charcoal, or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent or membrane structure while open to the public unless approved by the Fire Code Official.
32. LP Gas containers shall be located on the outside. Containers of 500 gallons or less shall have a minimum separation distance of 10 feet between the container and the structure. Storage of over 500 gallons shall have a minimum distance of 25 feet between the container and the structure.
33. Portable LP Gas containers, piping, valves, and fittings located outside and are being used to fuel equipment inside the tent or membrane structure shall be adequately protected to prevent tampering, damage by vehicles or other hazards and shall be in an approved location. Portable LP Gas containers shall be securely fastened in place to prevent unauthorized movement.

Licensing Authority

34. A restaurant requesting outdoor seating must possess a Common Victuallers License.
35. The outdoor seating area must be clearly related to the restaurant conducted in the principal building.
36. Operation of outdoor restaurant seating areas is permitted only when the main place of business is open.
37. If an applicant currently has an alcoholic license and intends to extend that service to the Outdoor Seating area, it must file an Alteration of Premises ABCC form with the Select Board.

TOWN OF NEEDHAM

Office of the Town Clerk

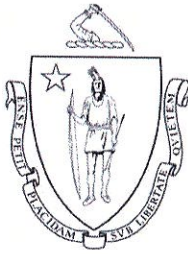


BY-LAWS

Approved By the Attorney General

**Special Town Meeting
October 25, 2021**

February 15, 2022



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION
10 MECHANIC STREET, SUITE 301
WORCESTER, MA 01608

MAURA HEALEY
ATTORNEY GENERAL

(508) 792-7600
(508) 795-1991 fax
www.mass.gov/ago

February 15, 2022

Theodora K. Eaton, Town Clerk
Town of Needham
1471 Highland Avenue
Needham, MA 02492

**Re: Needham Special Town Meeting of October 25, 2021 -- Case # 10411
Warrant Articles # 4 and 5 (Zoning)**

Dear Ms. Eaton:

Articles 4 and 5 - We approve Articles 4 and 5 from the October 25, 2021 Needham Special Town Meeting.

Note: Pursuant to G.L. c. 40, § 32, neither general nor zoning by-laws take effect unless the Town has first satisfied the posting/publishing requirements of that statute. Once this statutory duty is fulfilled, (1) general by-laws and amendments take effect on the date these posting and publishing requirements are satisfied unless a later effective date is prescribed in the by-law, and (2) zoning by-laws and amendments are deemed to have taken effect from the date they were approved by the Town Meeting, unless a later effective date is prescribed in the by-law.

Very truly yours,

MAURA HEALEY
ATTORNEY GENERAL

Nicole B. Caprioli

By: Nicole B. Caprioli
Assistant Attorney General
Municipal Law Unit
10 Mechanic Street, Suite 301
Worcester, MA 01608
(508) 792-7600 ext. 4418

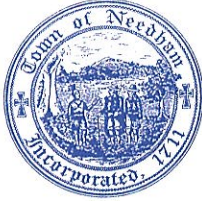
cc: Town Counsel Christopher H. Heep

Received
2022

TOWN CLERK
February 15, 2022

NEEDHAM
5:06 PM

2022 FEB 15 PM 5:06
RECEIVED
TOWN CLERK
NEEDHAM



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 4

It was

VOTED: That the Town will vote to amend the Needham Zoning By-Law, as follows:

- a) Amend Section 6.9. Outdoor Seating, Subsection 6.9.1, Applicability, by (i) adding the word “eat-in” before the word “restaurants”; (ii) deleting the words “serving meals for consumption on the premises and at tables with service provided by waitress or waiter is” before the words “permitted under”; and (iii) adding the word “are” before the words “permitted under”; so that it reads as follows:

“Section 6.9.2 shall apply in any business district in which eat-in restaurants are permitted under Section 3.2.2 of this By-Law.”

- b) Amend the first sentence of Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, by (i) adding the word “eat-in” before the word “restaurants”; (ii) deleting the words “serving meals for consumption on the premises and at tables with service provided by waitress or waiter” before the words “is permitted during”; (iii) replacing the words “Section 7.4.4 and 7.4.6” with the words “Sections 7.4.4 and 7.4.6”; and (iv) replacing the words “Board of Selectmen” with the words “Select Board”; so that it reads as follows:

“Seasonal temporary (i.e. April through October) outdoor seating, including but not limited to tables, chairs, serving equipment, planters, and umbrellas, for eat-in restaurants is permitted during normal hours of operation, subject to minor project site plan review with

waiver of all requirements of Sections 7.4.4 and 7.4.6 except as are necessary to demonstrate compliance with Section 6.9 by the Planning Board in the case of (a) below and the Select Board in the case of (b) below, provided that:"

- c) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (a) by deleting the words ", licensed," so that it reads as follows:

"(a) It is within the front yard, rear yard, or side yard of the restaurant's owned or leased property, but only if said yard abuts a public right-of-way, public property, or other public uses, provided that:"

- d) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b) by (i) deleting the words "so long as there remains no less than forty-eight inches (48")", or as otherwise permitted by law, of unencumbered sidewalk width remaining"; (ii) deleting the word "alternatively" before the words "on a public way"; and (iii) adding the word "on" before the words "other public property"; so that it reads as follows:

"(b) It is within the public sidewalk abutting the front, rear, or side yard of the restaurant's owned or leased property or on a public way or on other public property abutting the front, rear, or side yard of the restaurant's owned or leased property, provided that:"

- e) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b)(i) by replacing the words "Board of Selectmen" with the words "Select Board", so that it reads as follows:

"(i) No temporary outdoor restaurant seating shall be permitted, unless the Select Board authorizes the placement of temporary outdoor seating within the public right-of-way, public sidewalks and/or on public property;"

- f) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b)(iii) by replacing the words "Board of Selectmen" with the words "Select Board", so that it reads as follows:

"(iii) A minimum width of forty-eight inches (48")", or as otherwise permitted by law, shall be continuously maintained and unobstructed for the sidewalk or entrance into the principal building, or any other designated sidewalks or pedestrian paths, as shown on the plan provided to the Select Board;"

- g) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b)(iv) by (i) adding the words "shall not be authorized" after the words "Outdoor seating"; (ii) deleting the words "is prohibited" before the words

“in designated or required landscape areas”; and (iii) by adding the words “, or in parking spaces located within a public way, except for good cause, and where the Select Board finds, after holding a public hearing, that pedestrian and vehicular circulation, the safety of restaurant patrons and the public, and parking for patrons of restaurants, retail establishments and service establishments in the vicinity of the outdoor seating, shall be adequately provided for;” at the end of the subparagraph so that it reads as follows:

“(iv) Outdoor seating shall not be authorized in designated or required landscaped areas, parking lots or drive aisles, or in parking spaces located within a public way, except for good cause, and where the Select Board finds, after holding a public hearing, that pedestrian and vehicular circulation, the safety of restaurant patrons and the public, and parking for patrons of restaurants, retail establishments and service establishments in the vicinity of the outdoor seating, shall be adequately provided for;”

- h) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b) by adding the following sentence at the end of the section:

“The Select Board may authorize seasonal temporary outdoor seating under this Section 6.9.2 (b) earlier than April 1 and later than October 31 of each year.”

- i) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, by replacing the words “Board of Selectmen” with the words “Select Board”, in the second paragraph of the section so that it reads as follows:

“Items (a)(i), (a)(iii), (a)(v) and (b)(ii), (b)(iv), and (b)(vi) shall not apply during special town-wide festivals or events during the year as designated by the Select Board.”

- j) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, by deleting the last paragraph of the section and replacing it with the following paragraph to read as follows:

“Where there is authorization for the placement of seasonal temporary outdoor restaurant seating and where such seating could be interpreted to be an increase in the number of seats serving a restaurant, such seating shall not be counted toward the off-street parking or loading requirements, provided that (1) such seating remains seasonal and temporary; and (2) such seating does not increase capacity by more than thirty percent (30%) unless such increase is authorized by the Special Permit Granting Authority that granted the special permit allowing the use of the premises as a restaurant, with or without a hearing, as said Special Permit Granting Authority shall determine.”

- k) Amend Section 3.2, Schedule of Use Regulations, Subsection 3.2.1, Uses in Rural Residence-Conservation, Single Residence A, Single Residence B, General Residence, Apartment A-1, Apartment A-2, Apartment A-3, Institutional, Industrial and Industrial 1

Districts, by revising Accessory Uses to replace the term “Seasonal temporary outdoor seating for restaurants serving meals for consumption on the premises and at tables with service provided by waitress or waiter” with the term “Seasonal temporary outdoor seating for eat-in restaurants”.

- l) Amend Section 3.2, Schedule of Use Regulations, Subsection 3.2.2, Uses in Business, Chestnut Street Business, Center Business, Avery Square Business and Hillside Avenue Business Districts, by revising Accessory Uses to replace the term “Seasonal temporary outdoor seating for restaurants serving meals for consumption on the premises and at tables with service provided by waitress or waiter” with the term “Seasonal temporary outdoor seating for eat-in restaurants”.
- m) Amend the second sentence of Section 3.2.4 Uses in the New England Business Center District, Subsection 3.2.4.1 Permitted Uses, paragraph (k) by (i) adding the word “eat-in” before the word “restaurants”; (ii) deleting the words “serving meals for consumption on the premises and at tables with service provided by waitress or waiter” before the words “shall be allowed”; and (iii) replacing the words “Board of Selectmen” with the words “Select Board”; so that it reads as follows:

“Further provided, accessory uses for seasonal temporary outdoor seating for eat-in restaurants shall be allowed upon minor project site plan review with waiver of all requirements of Section 7.4.4 and 7.4.6 except as are necessary to demonstrate compliance with Section 6.9 by the Planning Board or Select Board in accordance with Section 6.9.”

- n) Amend the second sentence of Section 3.2.5 Uses in the Highland Commercial-128 District, Subsection 3.2.5.1 Permitted Uses, paragraph (i) by (i) adding the word “eat-in” before the word “restaurants”; (ii) deleting the words “serving meals for consumption on the premises and at tables with service provided by waitress or waiter” before the words “shall be allowed”; and (iii) replacing the words “Board of Selectmen” with the words “Select Board”; so that it reads as follows:

“Further provided, accessory uses for seasonal temporary outdoor seating for eat-in restaurants shall be allowed upon minor project site plan review with waiver of all requirements of Section 7.4.4 and 7.4.6 except as are necessary to demonstrate compliance with Section 6.9 by the Planning Board or Select Board in accordance with Section 6.9.”

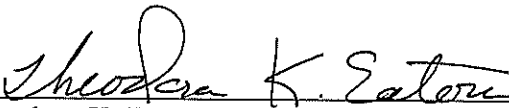
- o) Amend the second sentence of Section 3.2.6 Uses in the Mixed Use-128 District, Subsection 3.2.6.1 Permitted Uses, paragraph (m) by adding (i) the word “eat-in” before the word “restaurants”; (ii) deleting the words “serving meals for consumption on the premises and at tables with service provided by waitress or waiter” before the words “shall be allowed”; and (iii) replacing the words “Board of Selectmen” with the words “Select Board”; so that it reads as follows:

"Further provided, accessory uses for seasonal temporary outdoor seating for eat-in restaurants shall be allowed upon minor project site plan review with waiver of all requirements of Section 7.4.4 and 7.4.6 except as are necessary to demonstrate compliance with Section 6.9 by the Planning Board or Select Board in accordance with Section 6.9."

UNANIMOUS CONSENT

A true copy

ATTEST:


Theodora K. Eaton, MMC, Town Clerk



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 5

It was

VOTED: That the Town will vote to amend the Needham Zoning By-Law as follows:

- 1) Amend Section 4.4.4, Front Setback, by replacing in the first sentence of the first paragraph the word "a" with the word "the" and by capitalizing the term "business district" to read as follows (new language underlined):

"In the Business District, there shall be a minimum front setback of ten (10) feet for all lots zoned in the Business District prior to April 14, 1952 and of twenty (20) feet for all lots changed to the Business District thereafter. The setback area shall be kept open and landscaped with grass or other plant materials; such area shall be unpaved except for walks and driveways, as defined in Section 4.4.5. Regulations relative to parking setbacks are governed by Section 5.1."

- 2) Amend Section 4.4.4, Front Setback, by revising the second paragraph to read as follows (new language underlined):

"In the Chestnut Street Business District, there shall be a minimum front setback of ten (10) feet for all buildings except along both sides of Chestnut Street where there shall be a front setback of twenty (20) feet for all buildings. The landscaping treatment for the setback area shall be consistent with the Chestnut Street Landscape Design Recommendations (April 1988) on file in the office of the Planning Board. No parking shall be allowed in this setback area. Parking shall be on the side or in the back of the building."

UNANIMOUS CONSENT

A true copy

ATTEST:


Theodora K. Eaton, MMC, Town Clerk



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

MEETING DATE: 9/27/2022

Agenda Item	Public Hearing – Alteration of Premises for a Wine and Malt License in a Restaurant – PM Story Corporation LLC, d/b/a Little Spoon
Presenter(s)	Apirak Chuenprapa, Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
PM Story Corporation LLC, d/b/a Little Spoon, located at 952 Great Plain Avenue, currently holds a Wine and Malt license. The current licensed premises is: 2,612 Sq. Ft. There are two floors and two exits. First floor has 1,662 Sq. Ft. Basement has approximately 700 Sq. Ft. The first floor has dining area, bar, two bathrooms and kitchen. Basement has prep area, one bathroom, office, walk in cooler and freezer. There are 60 seats for indoor seating. The applicant has submitted an amendment to expand the licensed premises to include: a 250 square foot sidewalk area with seating for 18 patrons. The applicant has also applied to the Select Board for an Outdoor Dining License. A legal notice was advertised in the Hometown Weekly on September 15, 2022 and abutters were notified. All supporting documentation appears to be in order.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion: That the Board vote to approve the Amendment for Alteration of Premises application received from PM Story Corporation LLC. d/b/a Little Spoon, and so approved forward the Amendment application to the ABCC for review and final approval.</i>	
3.	BACK UP INFORMATION ATTACHED
a. Amendment Application b. Floorplans c. Corporate Vote d. Legal Notice e. Abutter Listing	



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

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

PM Story Corporation

Municipality

Needham

ABCC License Number

06583-RS-0770

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

Add outdoor seating for 18 seats

APPLICATION CONTACT

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

Name

Apirak Chuenprapa

Title

President

Email

m.chuenprapa@gmail.com

Phone

6178933516

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.

I will add 5 tables 18 seats for outdoor seating in front of the restaurant

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.

This space has approximately 2,612 Sq.ft. There are two floors and 2 exits. First floor has 1,662 Sf.ft Basement has approximately 700 Sf.ft. The first floor has dining area, bar, 2 bathrooms and kitchen. Basement has prep area, 1 bathroom, office, walk in cooler and freezer. We have 60 seats for indoor and 18 seats for outdoor. Outdoor area has approximately 250 Sq.ft

Total Sq. Footage

2612

Seating Capacity

78

Occupancy Number

1

Number of Entrances

1

Number of Exits

2

Number of Floors

2



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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

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 SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL**

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: f96679e7-0839-4292-a558-78142816bbc3

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	PM Story Corporation	\$200.00
		\$200.00

Total Convenience Fee: **\$4.70**

Date Paid: **8/31/2022 2:31:05 PM EDT**

Total Amount Paid: **\$204.70**

Payment On Behalf Of

License Number or Business Name:
PM Story Corporation

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
apirak

Last Name:
chuenprapa

Address:
952 Great Plain Ave

City:
Needham

State:
MA

Zip Code:
02492

Email Address:
[REDACTED]

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

Lease

Landlord Name

Stuart J Rothman

Landlord Phone

Landlord Email

Landlord Address

907 Massachusetts Ave Cambridge MA 02139

Lease Beginning Date

10/01/2019

Rent per Month

Lease Ending Date

10/01/2029

Rent per Year

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):

\$ [REDACTED]

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
PM Story corporation (via Santander Bank)	[REDACTED]
Total	[REDACTED]

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


$$1/4^2 = 1/16$$

FREE
MAIL
NAME _____
ADDRESS _____
CITY _____
STATE _____
ZIP _____
DATE _____
A-2



1. CONTRACTOR'S NAME 2. PROJECT NAME 3. PROJECT ADDRESS 4. PROJECT CITY 5. PROJECT STATE 6. PROJECT ZIP 7. PROJECT PHONE 8. PROJECT FAX 9. PROJECT E-MAIL 10. PROJECT WEBSITE 11. PROJECT DESCRIPTION 12. PROJECT START DATE 13. PROJECT END DATE 14. PROJECT STATUS 15. PROJECT TYPE 16. PROJECT CATEGORY 17. PROJECT SUBCATEGORY 18. PROJECT PHASE 19. PROJECT SUBPHASE 20. PROJECT TASK 21. PROJECT SUBTASK 22. PROJECT ACTIVITY 23. PROJECT SUBACTIVITY 24. PROJECT OPERATION 25. PROJECT SUBOPERATION 26. PROJECT PROCEDURE 27. PROJECT SUBPROCEDURE 28. PROJECT METHOD 29. PROJECT SUBMETHOD 30. PROJECT TECHNIQUE 31. PROJECT SUBTECHNIQUE 32. PROJECT TOOL 33. PROJECT SUBTOOL 34. PROJECT EQUIPMENT 35. PROJECT SUBEQUIPMENT 36. PROJECT MATERIAL 37. PROJECT SUBMATERIAL 38. PROJECT SUPPLY 39. PROJECT SUBSUPPLY 40. PROJECT SERVICE 41. PROJECT SUBSERVICE 42. PROJECT CONTRACT 43. PROJECT SUBCONTRACT 44. PROJECT AGREEMENT 45. PROJECT SUBAGREEMENT 46. PROJECT DOCUMENT 47. PROJECT SUBDOCUMENT 48. PROJECT RECORD 49. PROJECT SUBRECORD 50. PROJECT FILE 51. PROJECT SUBFILE 52. PROJECT FOLDER 53. PROJECT SUBFOLDER 54. PROJECT DRIVE 55. PROJECT SUBDRIVE 56. PROJECT VOLUME 57. PROJECT SUBVOLUME 58. PROJECT PARTITION 59. PROJECT SUBPARTITION 60. PROJECT CLUSTER 61. PROJECT SUBCLUSTER 62. PROJECT GROUP 63. PROJECT SUBGROUP 64. PROJECT SET 65. PROJECT SUBSET 66. PROJECT COLLECTION 67. PROJECT SUBCOLLECTION 68. PROJECT SERIES 69. PROJECT SUBSERIES 70. PROJECT RANGE 71. PROJECT SUBRANGE 72. PROJECT SCALE 73. PROJECT SUBSCALE 74. PROJECT DIMENSION 75. PROJECT SUBDIMENSION 76. PROJECT MEASURE 77. PROJECT SUBMEASURE 78. PROJECT UNIT 79. PROJECT SUBUNIT 80. PROJECT SYSTEM 81. PROJECT SUBSYSTEM 82. PROJECT COMPONENT 83. PROJECT SUBCOMPONENT 84. PROJECT ELEMENT 85. PROJECT SUBELEMENT 86. PROJECT FEATURE 87. PROJECT SUBFEATURE 88. PROJECT DETAIL 89. PROJECT SUBDETAIL 90. PROJECT SPECIFICATION 91. PROJECT SUBSPECIFICATION 92. PROJECT REQUIREMENT 93. PROJECT SUBREQUIREMENT 94. PROJECT CONDITION 95. PROJECT SUBCONDITION 96. PROJECT STATE 97. PROJECT SUBSTATE 98. PROJECT STATUS 99. PROJECT SUBSTATUS 100. PROJECT MODE 101. PROJECT SUBMODE 102. PROJECT STYLE 103. PROJECT SUBSTYLE 104. PROJECT THEME 105. PROJECT SUBTHEME 106. PROJECT COLOR 107. PROJECT SUBCOLOR 108. PROJECT PATTERN 109. PROJECT SUBPATTERN 110. PROJECT TEXTURE 111. PROJECT SUBTEXTURE 112. PROJECT SOUND 113. PROJECT SUBSOUND 114. PROJECT SMELL 115. PROJECT SUBSMELL 116. PROJECT TASTE 117. PROJECT SUBTASTE 118. PROJECT FEEL 119. PROJECT SUBFEEL 120. PROJECT SOUND 121. PROJECT SUBSOUND 122. PROJECT SMELL 123. PROJECT SUBSMELL 124. PROJECT TASTE 125. PROJECT SUBTASTE 126. PROJECT FEEL 127. PROJECT SUBFEEL 128. PROJECT SOUND 129. PROJECT SUBSOUND 130. PROJECT SMELL 131. PROJECT SUBSMELL 132. PROJECT TASTE 133. PROJECT SUBTASTE 134. PROJECT FEEL 135. PROJECT SUBFEEL 136. PROJECT SOUND 137. PROJECT SUBSOUND 138. PROJECT SMELL 139. PROJECT SUBSMELL 140. PROJECT TASTE 141. PROJECT SUBTASTE 142. PROJECT FEEL 143. PROJECT SUBFEEL 144. PROJECT SOUND 145. PROJECT SUBSOUND 146. PROJECT SMELL 147. PROJECT SUBSMELL 148. PROJECT TASTE 149. PROJECT SUBTASTE 150. PROJECT FEEL 151. PROJECT SUBFEEL 152. PROJECT SOUND 153. PROJECT SUBSOUND 154. PROJECT SMELL 155. PROJECT SUBSMELL 156. PROJECT TASTE 157. PROJECT SUBTASTE 158. PROJECT FEEL 159. PROJECT SUBFEEL 160. PROJECT SOUND 161. PROJECT SUBSOUND 162. PROJECT SMELL 163. PROJECT SUBSMELL 164. PROJECT TASTE 165. PROJECT SUBTASTE 166. PROJECT FEEL 167. PROJECT SUBFEEL 168. PROJECT SOUND 169. PROJECT SUBSOUND 170. PROJECT SMELL 171. PROJECT SUBSMELL 172. PROJECT TASTE 173. PROJECT SUBTASTE 174. PROJECT FEEL 175. PROJECT SUBFEEL 176. PROJECT SOUND 177. PROJECT SUBSOUND 178. PROJECT SMELL 179. PROJECT SUBSMELL 180. PROJECT TASTE 181. PROJECT SUBTASTE 182. PROJECT FEEL 183. PROJECT SUBFEEL 184. PROJECT SOUND 185. PROJECT SUBSOUND 186. PROJECT SMELL 187. PROJECT SUBSMELL 188. PROJECT TASTE 189. PROJECT SUBTASTE 190. PROJECT FEEL 191. PROJECT SUBFEEL 192. PROJECT SOUND 193. PROJECT SUBSOUND 194. PROJECT SMELL 195. PROJECT SUBSMELL 196. PROJECT TASTE 197. PROJECT SUBTASTE 198. PROJECT FEEL 199. PROJECT SUBFEEL 200. PROJECT SOUND 201. PROJECT SUBSOUND 202. PROJECT SMELL 203. PROJECT SUBSMELL 204. PROJECT TASTE 205. PROJECT SUBTASTE 206. PROJECT FEEL 207. PROJECT SUBFEEL 208. PROJECT SOUND 209. PROJECT SUBSOUND 210. PROJECT SMELL 211. PROJECT SUBSMELL 212. PROJECT TASTE 213. PROJECT SUBTASTE 214. PROJECT FEEL 215. PROJECT SUBFEEL 216. PROJECT SOUND 217. PROJECT SUBSOUND 218. PROJECT SMELL 219. PROJECT SUBSMELL 220. PROJECT TASTE 221. PROJECT SUBTASTE 222. PROJECT FEEL 223. PROJECT SUBFEEL 224. PROJECT SOUND 225. PROJECT SUBSOUND 226. PROJECT SMELL 227. PROJECT SUBSMELL 228. PROJECT TASTE 229. PROJECT SUBTASTE 230. PROJECT FEEL 231.	
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Little Spoon
1000 North Main Street
Portland, ME 04108

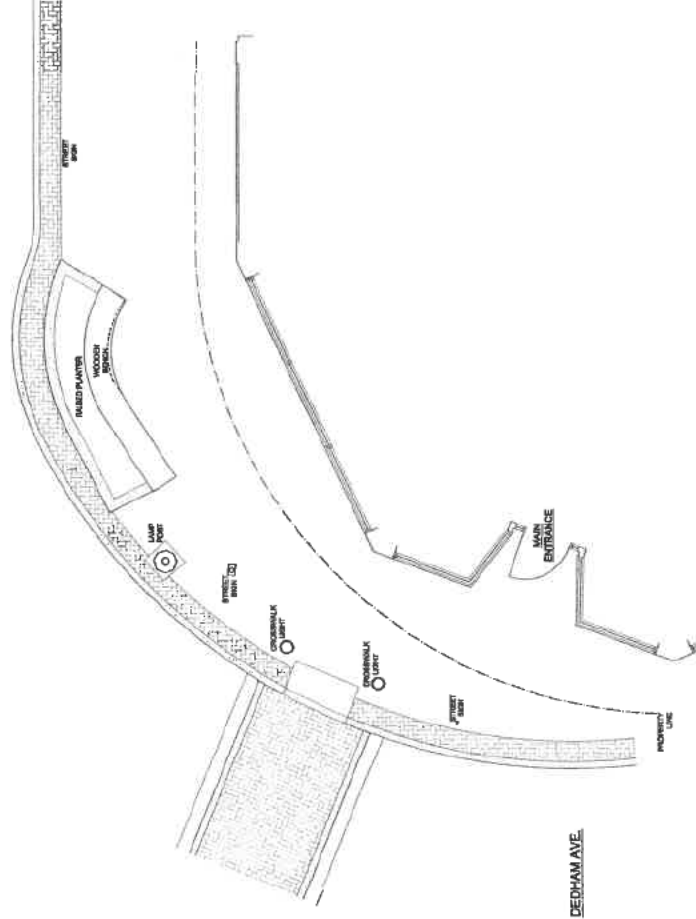
Item	Description

Project No.	1000
Site No.	1000
Date Issued	10/10/10
Drawn By	DM
Checked By	DM

**EXISTING SIDEWALK
PLAN**

EX1.0

GREAT PLAIN AVE.



EXISTING SIDEWALK PLAN
SCALE: 1/4" = 1'-0"

APPLICANT'S STATEMENT

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

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

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

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

Signature:



Date:

08/31/2022

Title:

President

ADDITIONAL INFORMATION

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

We would like to add 18 seats for outdoor seating. It will be good for my customers during nice weather.

ENTITY VOTE

The Board of Directors or LLC Managers of PM Story Corporation
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 8/30/2022
Date of Meeting

For the following transactions (Check all that apply):

☒ Alteration of Licensed Premises

☐ Change of Location

☐ Other

"VOTED: To authorize

Apirak Chuenprapa

Name of Person

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

A true copy attest,



Corporate Officer /LLC Manager Signature

Apirak Chuenprapa
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

LEGAL NOTICE



Application for Alteration of Premises for an ~~All~~-Alcohol License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that PM Story Corporation d/b/a Little Spoon, Apirak Chuenprapa Manager, has applied for an alteration of licensed premises of the following kind: to expand licensed premises to include Outdoor Seating as allowed by Town of Needham Zoning By-Law, Section 6.9. Exterior will have 5 tables and 18 seats in front of the establishment on the sidewalk, located at 952 Great Plain Avenue.

IT IS ORDERED that a public hearing be held for said application on September 27, 2022, at 6:00 p.m. The Select Board invites all residents and interested parties to provide input at this meeting that will be held in person, Select Board Chambers, Town Hall and via Zoom.

Zoom Information: <https://us02web.zoom.us/j/88931474272?pwd=TFVDOTd6aK1sT1RlNWJm4rYp0dz09> Passcode: 866066 Webinar ID: 889 3147 4272
September 13, 2022

This legal notice is also posted on the Massachusetts Newspaper Publishers Association's (MNPA) website at <http://masspublicnotices.org/>.

Select Board
Licensing Board for the Town of Needham

2x4 Town of Needham Legal Notice - 952 Great Plain Ave 9-15-22

(9/15/2022 HTW)

Wine &
Malt

**BOND, FRANK S. &
BOND, ERICA K.**
159 WARREN ST
NEEDHAM,MA02492

**WHITE, ROBERT A. &
WHITE, SANDRA S.**
151 WARREN ST
NEEDHAM,MA02492

FIRST BAPTIST CHURCH
858 GREAT PLAIN AVE
NEEDHAM,MA02492

FIRST BAPTIST CHURCH
858 GREAT PLAIN AVE
NEEDHAM,MA02492

FIRST CHURCH OF CHRIST SCIENTIST
870 GREAT PLAIN AVE
NEEDHAM,MA02492

FIRST CHURCH OF CHRIST SCIENTIST
870 GREAT PLAIN AVE
NEEDHAM,MA02492

**ROADMAN, TODD W. & PAMELA M.
C/O SIMON, DOUG & ANNA**
90 DEDHAM AVE
NEEDHAM,MA02492

**HEIDLAGE, RICHARD C. &
HEIDLAGE, KATHARINE S.**
92 DEDHAM AVE UNIT 2
NEEDHAM,MA02492

**SCHULTZ, MARLENE & JEROME TRS.
SCHULTZ REALTY TRUST**
94 DEDHAM AVE
NEEDHAM,MA02492

**LEVINE, BARBARA B., TR &
LEVINE, ROBERT A., TR**
96 DEDHAM AVE
NEEDHAM,MA02492

KHURI, RANDA
98 DEDHAM AVE
NEEDHAM,MA02492

**MURRAY, JOHN G &
MURRAY, JANE BLAKE**
10 GRANT ST
NEEDHAM,MA02492

**PEREZ, ARTURO M &
PEREZ, LAURA M**
106 DEDHAM AVE
NEEDHAM,MA02492

**QUINNAN, JOSEPH P
J DERENZO PROPERTIES LLC**
43 CHARLES RIVER ST
NEEDHAM,MA02494

**ATB REALTY LLC
C/O DR. THOMAS BARTZOKIS**
2867 BANYAN BLVD CIR NW
BOCA RATON,FL33431

ALPHI LLC
596 CENTRAL AVE
NEEDHAM,MA02492

**TOMMASINO, ROBERT C, TR
C/O STUART ROTHMAN**
907 MASSACHUSETTS AVE
CAMBRIDGE,MA02139

**COX, GILBERT W. JR. TR.
COX REALTY TRUST**
60 DEDHAM AVE
NEEDHAM,MA02492

TOWN OF NEEDHAM
1471 HIGHLAND AVE
NEEDHAM,MA02492

**BELIBASAKIS, EMMANUEL G. &
BELIBASAKIS, IRENE**
33 CHAPEL ST
NEEDHAM,MA02492

SULESKI, DANIEL G. JR
91 DEDHAM AVE
NEEDHAM,MA02492

SULESKI, DANIEL G. JR.
91 DEDHAM AVE
NEEDHAM,MA02492

HURLEY, EDNA J.
5 GRANT ST
NEEDHAM,MA02492

**POULOS, ANN M. & OAKES,R
C/O EDWARD NOTIS-MCCONARTY, TRS**
75 STATE ST, FLOOR 16
BOSTON,MA02109

**MCCARTHY, NANCY E. &
IGO, KERRY A., TRS.**
29 STERLING RD
NEEDHAM,MA02492

**BRAMLEA CONDOMINIUM
BRIAN P. MCPHEARSON, TRUSTEE**
17 GRANT ST
NEEDHAM,MA02492

COSTELLO, PAUL
19 GRANT ST
NEEDHAM,MA02492

**BULGER, TIMOTHY S. &
BULGER, RYAN J,**
54 LINCOLN ST
NEEDHAM,MA02492

J.D.H.PROPERTY MNGMNT LLC
1092 CENTRAL AVE
NEEDHAM,MA02492

**DERARIS, ADAM &
MALLEY, LISA**
44 LINCOLN ST
NEEDHAM,MA02492

ERICKSON, CRISTINA E.
44 LINCOLN ST
NEEDHAM,MA02492

GERACI, FRANK A. & PHYLLIS F. TRS
C/O GERACI, JOAN & JOHN
40 LINCOLN ST
NEEDHAM,MA02492

BRIGGS, GRAHAM R. + JANE C., TRS
C/O EAST FAMILY TRUST
45 HOOVER RD
NEEDHAM,MA02494

HEALY, MARTHA M
81 DEDHAM AVE
NEEDHAM,MA02492

EVANS, JAMES R. &
STECKLOFF, JILLIAN
73 DEDHAM AVE
NEEDHAM,MA02492

BROMLEY-NEEDHAM LLC
144 GOULD ST SUITE 152
NEEDHAM,MA02494

FIRST PARISH IN NEEDHAM - UNITARIAN
23 DEDHAM AVE
NEEDHAM,MA02492

TOWN OF NEEDHAM
PARKING LOT
1471 HIGHLAND AVE
NEEDHAM,MA02492

GREYMONT, ALFRED W. TR
ALFRED W. GREYMONT REVOCABLE TRUST
PO BOX 149
TUFTONBORO,NH03816

SIMON II ASSOCIATES LIMITED PARTNERSHIP
C/O GARY B. SIMON - COPLEY INVESTMENTS
10 NEWBURY ST
BOSTON,MA02116

SIMON II ASSOCIATES LLC
C/O COPLEY INVESTMENTS COMPANIES
10 NEWBURY ST
BOSTON,MA02116

NEARY, GLEN, TRUSTEE
GREAT REALTY TRUST
990 GREAT PLAIN AVE
NEEDHAM,MA02492

FIRST OF MANY, LLC
P.O. BOX 281
NATICK,MA01760

KATZ, JEFFREY A. & GARY M., TRUSTEES,
AJ REALTY TRUST
1004 GREAT PLAIN AVE
NEEDHAM,MA02492

KATZ, JEFFREY A. & GARY M., TRUSTEES
AJ REALTY TRUST
1004 GREAT PLAIN AVE
NEEDHAM,MA02492

SULLIVAN, JAMES M, TRUSTEE.
1016 GREAT PLAIN AVE TRUST
PO BOX 850918
BRAINTREE,MA02185-0918

SDS NOMINEE TRUST
DOUGLAS SALAMONE
2 AVA
MILLIS,MA02054

PERRON, DEAN R TR
C/O PERRON, STEPHEN D
2500 N. ROSEMONT
TUCSON,AR85712

PERRON, STEPHEN D.
327 TREMONT ST
NEWTON,MA02458

BERGER, BRUCE & BORNSTEIN, GLENN
SMOKEY RE TRUST
1034 GREAT PLAIN AVE
NEEDHAM,MA02492

GRAHAM, MARCIA A.
205 SOUTH ST
MEDFIELD,MA02052

GRAHAM, MARCIA A.
205 SOUTH ST
MEDFIELD,MA02052

GRAHAM, MARCIA A.
205 SOUTH ST
MEDFIELD,MA02052

GRAHAM, MARCIA A.
205 SOUTH ST
MEDFIELD,MA02052

MAURER, ALFRED L.& SFORZA,JOHN TRS
C/O GREENE,RUBIN,MILLER,& PACINO
1340 SOLDIERS FIELD RD
BRIGHTON,MA02135

MAURER, ALFRED L & SFORZA,JOHN,TRS
C/O GREENE,RUBIN,MILLER & PACINO
1340 SOLDIERS FIELD RD
BRIGHTON,MA02135

MAURER, ALFRED L & SFORZA,JOHN,TRS
C/O GREENE,RUBIN, MILLER & PACINO
1340 SOLDIERS FIELD RD
BRIGHTON,MA02135

MAURER, ALFRED L. & SFORZA,JOHN TRS
C/O GREENE, RUBIN,MILLER & PACINO
1340 SOLDIERS FIELD RD
BRIGHTON,MA02135

MAURER, ALFRED L.& SFORZA,JOHN,TRS
C/O GREENE,RUBIN,MILLER & PACINO
1340 SOLDIERS FIELD RD
BRIGHTON,MA02135

MAURER, ALFRED L. & SFORZA, JOHN TR
C/O GREENE,RUBIN, MILLER & PACINO
1340 SOLDIERS FIELD RD
BRIGHTON,MA02135

BRETT, LLC
2 PINE TREE DR
BUZZARDS BAY,MA02532

TOWN OF NEEDHAM
1471 HIGHLAND AVE
NEEDHAM,MA02492

**NEW ENGLAND TELEPHONE & TELEG
C/O DUFF & PHELPS**
P O BOX 2749
ADDISON,TX75001

EIP PICKERING STREET LLC
PO BOX 1083
HICKSVILLE,NY11802-1083

**SULLIVAN, JAMES M, TRUSTEE
C/O SULLIVAN & CO INC**
PO BOX 850918
BRAINTREE,MA02184-0918

TOWN OF NEEDHAM
1471 HIGHLAND AVE
NEEDHAM,MA02492

**HOURIHAN, THOMAS J & HOURIHAN,
THE WARREN STREET REALTY TRUST**
105 WARREN ST
NEEDHAM,MA02492

GORE, MATTHEW
853 GREAT PLAIN AVE UNIT B
NEEDHAM,MA02492

**1451 HIGHLAND AVE LLC
C/O BOYLSTON PROPERTIES**
800 BOYLSTON ST STE 1390
BOSTON,MA02199

**PESIRIDIS, JAMES, TRS.
ROMA REALTY TRUST**
P. O. BOX 1250
BURLINGTON,MA01803

LEVLEE, LLC
PO BOX 920595
NEEDHAM,MA02492

**TOPLIFF STREET ASSOCIATES LIMITED
PARTN**
C/O BOYLSTON PROPERTIES
800 BOYLSTON ST SUITE 1390
BOSTON,MA02199

56 PICKERING LLC
10 UNION ST
NATICK,MA01760

**SULLIVAN, JAMES M, TRUSTEE
C/O SULLIVAN & CO INC**
P. O. BOX 850918
BRAINTREE,MA02184-0918

**HARTMAN, FREDERICK M TR.
FAK NEEDHAM REALTY TRUST**
919 GREAT PLAIN AVE
NEEDHAM,MA02492

**ASHBAUGH JOHN W. &
ASHBAUGH, LINDA L.**
95 WARREN ST
NEEDHAM,MA02492

YOUNG MEN'S CHRISTIAN ASSOCIATION
863 GREAT PLAIN AVE
NEEDHAM,MA02492

FANNING, MICHAELA A.
853 GREAT PLAIN AVE UNIT C
NEEDHAM,MA02492

THE GATTO FAMILY LIMITED PARTNERSHIP
85 CHAPEL ST
NEEDHAM,MA02492

**HEFFERNAN, MICHAEL A. &
HEFFERNAN, ELIZABETH A., TRS.**
18 GANNETT RD
NATICK,MA01760

50 DEDHAM AVE LLC
93 FISHER AVE
BROOKLINE,MA02445

**15 HIGHLAND, LLC
C/O BOYLSTON PROPERTIES**
800 BOYLSTON ST SUITE 1390
BOSTON,MA02199

**1478 HIGHLAND AVENUE CO., LLC
C/O WALGREEN CO.**
PO BOX 1159
DEERFIELD,IL60015

S-BNK NEEDHAM CENTRE, LLC
961 GREAT PLAIN AVE
NEEDHAM,MA02492

**905 GREAT PLAIN AVENUE LLC
C/O THE MAKIN GROUP INC**
BROOKLINE,MA02445

WATSON, ANN Y.
101 WARREN ST
NEEDHAM,MA02492

**STAR, GREGORY H., TR
GREGORY H STAR TRUST**
855 GREAT PLAIN AVE
NEEDHAM,MA02492

**TOWN OF NEEDHAM
TOWN HALL**
1471 HIGHLAND AVE
NEEDHAM,MA02492

**TOWN OF NEEDHAM
PARKING LOT**
1471 HIGHLAND AVE
NEEDHAM,MA02492

**THOMAS, DINA &
THOMAS, TRIANTOS**
198 CURVE ST
DEDHAM,MA02026

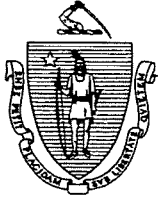


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 9/27/2022

Agenda Item	Application for a Transfer of an All-Alcohol License – Cook Needham
Presenter(s)	Matthew Porter, Applicant Counsel Deborah Paula, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Ceed Corp LLC d/b/a Cook Needham has applied for the transfer of a Restaurant All Alcoholic Beverages Liquor License to be operated at 109 Chapel Street, Needham, MA. The applicant is requesting the appointment of Deborah Paula as Manager of Record.
2.	VOTE REQUIRED BY SELECT BOARD
	Suggested Motion: <i>Move to approve the Section 12 All Alcohol Restaurant License transfer application submitted by Ceed Corp LLC d/b/a Cook including the appointment of Deborah Paula as Manager of Record, and so approved forward the application to the ABCC for review final approval.</i>
3.	BACK UP INFORMATION ATTACHED
	1. Transfer Application 2. Business Structure Documents 3. DOR Certificate of Good Standing 4. DUA Certificate of Compliance 5. Manager Application 6. Vote of the Corporate Board 7. Legal Right to Occupy All other documents related to these transactions are on file in the Town Manager's Office.



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

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

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

Transfer of a Section 12 Restaurant All Alcoholic Beverages License from TDRG Needham Inc to CEED Corp for the business known as Cook Needham located at 109 Chapel Street, Needham, MA 02492. The applicant, Ceed Corp is comprised of two members, Edison Gutierrez and Cesar Gutierrez. Deborah Paula is the proposed Manager of the License. There are no proposed alterations to the hours or to the physical location itself.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Restaurant	All Alcoholic Beverages	Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

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

The licensed premise consists of one main floor with two rooms and 2,945 square feet. There is a basement for storage with four rooms and 3,055 square feet.

Total Sq. Footage	6,000	Seating Capacity	125	Occupancy Number	125
Number of Entrances	1	Number of Exits	2	Number of Floors	2

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

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

Name of Principal	Title/Position	Percentage of Ownership
Paul Turano	President, Treasurer, Secretary, Director	100%

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Edison Gutierrez			
President and Secretary	50%	☐ Yes ☒ No	☐ Yes ☒ No
Cesar Gutierrez			
Treasurer and Vice President	50%	☐ Yes ☒ No	☐ Yes ☒ No
Deborah Paula			
Director	0%	☒ Yes ☐ No	☒ Yes ☐ No
		☐ Yes ☐ No	☐ Yes ☐ No

APPLICATION FOR A TRANSFER OF LICENSE

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

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

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

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

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Edison Gutierrez	Sec. 12 All Alcoholic	Brothers Gaetanos Corp.	Stoneham
Cesar Gutierrez	Sec. 12 All Alcoholic	Brothers Gaetanos Corp.	Stoneham

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	
Edison Gutierrez	Sec. 12 All Alcoholic	Brothers Brookline Corp	
Cesar Gutierrez	Sec. 12 All Alcoholic	Brothers Brookline Corp	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? ☐ Yes ☒ No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☒ No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	-
B. Purchase Price for Business Assets	\$425,000.00
C. Other* (Please specify)	\$15,000.00
D. Total Cost	\$440,000.00

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Edison Gutierrez	\$45,000.00
Cesar Gutierrez	\$170,00.00
Total:	\$215,000.00

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.
TDRG Needham Inc.	\$225,000.00	Seller Financed Note	☒ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

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

Section 10C above is the estimated cost of inventory. The Seller is financing \$225,000.00 of the purchase price. The remaining funds come from the two shareholders.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

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

To whom is the pledge being made?

13. MANAGEMENT AGREEMENT

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

☐ Yes ☒ No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

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

☐ Yes ☐ No

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

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

LICENSE

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

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

13F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐
b. Will the licensee retain control of the business finances? Yes ☐ No ☐
c. Does the management entity handle the payroll for the business? Yes ☐ No ☐

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

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

- ☐ \$ per month/year (indicate amount)
☐ % of alcohol sales (indicate percentage)
☐ % of overall sales (indicate percentage)
☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
Title:
Date:

Management Agreement Entity Officer/LLC Manager

Signature:
Title:
Date:

APPLICANT'S STATEMENT

I, Edison Gutierrez the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of Ceed Corp
Name of the Entity/Corporation

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

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

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

Signature:

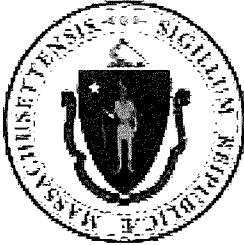


Date:

09-08-2022

Title:

President



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Articles of Amendment

(General Laws, Chapter 156D, Section 10.06; 950 CMR 113.34)

Identification Number: 001596163

1. Exact name of corporation: CEED CORP
2. Registered office address: 15 NELL RD REVERE , MA 02151 USA

These Articles of Amendment affecting article(s):

☐ Article 1 ☐ Article 2 ☐ Article 3 ☐ Article 4 ☐ Article 5 ☒ Article 6

(Specify the number(s) of articles being amended(I-VI))

4. Date adopted: 8/23/2022

5. Approved by:

☐ the incorporators.

or

☐ the board of directors without shareholder approval and shareholder approval was not required.

or

☒ the board of directors and the shareholders in the manner required by law and the articles of organization.

6. State article number and text of the amendment.

ARTICLE I

The exact name of the corporation, **as amended**, is:
(Do not state Article I if it has not been amended.)

ARTICLE II

The purpose of the corporation, **as amended**, is to engage in the following business activities:
(Do not state Article II if it has not been amended.)

ARTICLE III

Amendments to Article III cannot be filed on-line at this time

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class, **if amended**. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.
(Do not state Article IV if it has not been amended.)

As amended, the restrictions imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

(Do not state Article V if it has not been amended.)

ARTICLE VI

As amended, other lawful provisions for the conduct and regulation of the business and affairs of the business entity, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its directors or stockholders, or of any class of stockholders:

(Do not state Article VI if it has not been amended.)

THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY LAW OR THE BY-LAWS REQUIRES ACTION BY THE STOCKHOLDER.

The amendment shall be effective at the time and on the date approved by the Division, unless, a *later* effective date not more than *ninety* days from the date and time of filing is specified:

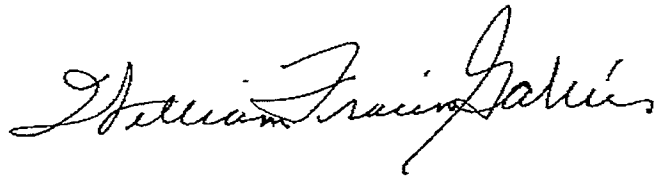
Later Effective Date: Time:

Signed by EDISON GUTIERREZ, its PRESIDENT
on this 23 Day of August, 2022

THE COMMONWEALTH OF MASSACHUSETTS

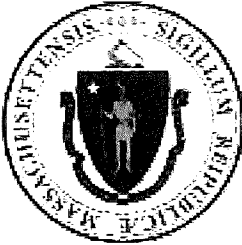
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

August 23, 2022 03:55 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

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

1. Exact name of the corporation: CEED CORP

2. Current registered office address:

Name: EDISON GUTIERREZ

No. and Street: 15 NELL RD

City or Town: REVERE

State: MA

Zip: 02151

Country: USA

3. The following supplemental information has changed:

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	EDISON GUTIERREZ	[REDACTED]
TREASURER	CESAR GUTIERREZ	[REDACTED]
SECRETARY	EDISON GUTIERREZ	[REDACTED]
VICE PRESIDENT	CESAR GUTIERREZ	[REDACTED]
DIRECTOR	DEBORAH PAULA	[REDACTED]

___ Fiscal year end:

December

___ Type of business in which the corporation intends to engage:

FULL SERVICE RESTAURANT

___ Principal office address:

No. and Street: 15 NELL RD

City or Town: REVERE

State: MA

Zip: 02151

Country: USA

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

No. and Street: 15 NELL RD

City or Town: REVERE

State: MA

Zip: 02151

Country: USA

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

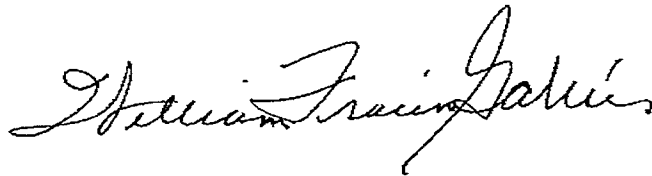
Signed by EDISON GUTIERREZ, its PRESIDENT
on this 23 Day of August, 2022

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All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

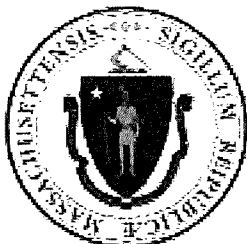
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

August 23, 2022 04:00 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001596163

ARTICLE I

The exact name of the corporation is:

CEED CORP

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

THE CORPORATION WILL ENGAGE IN THE BUSINESS OF FULL SERVICE RESTAURANT TO THE GENERAL PUBLIC, AND WILL CARRY ON ANY BUSINESS WHICH MAY BE LAWFULLY CARRIED ON BY A CORPORATION REGAINED UNDER M.G.L. CHAPTER 156D, WHETHER OR NOT RELATED TO THOSE PURPOSES REFERRED TO ABOVE.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	10,000	\$0.00	10,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

THE CORPORATION WILL ISSUE ONLY ONE CLASS OF COMMON NO PAR VALUE STOCKS

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

THE RESTRICTIONS IMPOSED BY THESE ARTICLES OF ORGANIZATION UPON THE TRANSFER OF SHARES OF STOCK ARE AS FOLLOWS: 1. RESTRICTION ON TRANSFERS. EXCEPT TO THE EXTENT AND IN THE MANNER PROVIDED HEREIN OR AS PROVIDED BY AGREEMENT AMONG ALL THE STOCKHOLDERS OF THE CORPORATION AND THE CORPORATION, ANY STOCKHOLDERS INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER MAY NOT SELL, TRANSFER, PLEDGE, HYPOTHECATE OR OTHERWISE DISPOSE (INCLUDING BY GIFT OR OTHERWISE) OF ANY OF HIS SHARES OF CAPITAL OF STOCK OF THE CORPORATION ("STOCK") NO TRANSFER SHALL BE EFFECTIVE IF IT WOULD CAUSE THE CORPORATION TO CEASE TO QUALIFY AS AN S CORPORATION UNDER SUBCHAPTER S OF THE INTERNAL REVENUE CODE 2. TRANSFERS OF STOCK. NEITHER A STOCKHOLDER NOR HIS AUTHORIZED TRANSFEREE MAY SELL, ASSIGN, PLEDGE OR OTHERWISE DISPOSE OF ANY SHARES OF STOCK, OR ANY INTEREST THEREIN NOW HELD OR HEREAFTER ACQUIRED, WITHOUT FIRST GIVING WRITTEN NOTICE THEREOF TO THE CORPORATION. THE WRITTEN NOTICE SHALL INCLUDE THE NAME OF THE TRANSFEREE AND ALL MATERIAL TERMS OF SUCH TRANSFER AND, IN THE CASE OF A TRANSFER FOR FAIR VALUE, SHALL BE ACCOMPANIED BY A COPY OF THE BONAFIDE WRITTEN OFFER TO PURCHASE SUCH STOCKS UPON THE TERMS SET FORTH IN THE WRITTEN NOTICE. THE WRITTEN NOTICE TO THE CORPORATION SHALL BE DEEMED FOR ALL PURPOSES TO GIVE THE CORPORATION A FIRST RIGHT OF PURCHASE AS PROVIDED HEREIN. IF THE CORPORATION DECLINES OR FAILS TO EXERCISE ITS FIRST RIGHT OF PURCHASE WITHIN THE TIME PROVIDED, THE STOCKHOLDER MAY WITHIN 60 DAYS FROM THE DATE SAID RIGHTS TERMINATE, TRANSFER THE STOCK TO THE PROPOSED TRANSFEREE UPON SUBSTANTIALLY THE TERMS SET FORTH IN THE ORIGINAL NOTICE TO THE CORPORATION. THE CORPORATION SHALL HAVE A FIRST RIGHT OF PURCHASE FOR ALL SHARES OF STOCK HELD BY A STOCKHOLDER AS PROVIDED IN THIS PARAGRAPH, IMMEDIATELY UPON THE HAPPENING OF ANY OF THE FOLLOWING EVENTS: A) THE DEATH OF A STOCKHOLDER; B) A STOCKHOLDER OR AUTHORIZED TRANSFEREE VOLUNTARILY FILED A PETITION UNDER ANY BANKRUPTCY OR INSOLVENCY LAW OR A PETITION FOR THE APPOINTMENT OF A RECEIVER, OR MAKES AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS. C) A STOCKHOLDER OR AUTHORIZED TRANSFEREE IS SUBJECTED INVOLUNTARILY TO SUCH A PETITION OR ASSIGNMENT, OR ANY CREDITOR OR OTHER PERSON OBTAINS AN ATTACHMENT OR OTHER LEGAL OR EQUITABLE INTEREST IN ANY STOCK OF A STOCKHOLDER, AND SUCH INVOLUNTARY PETITION, ASSIGNMENT OR ATTACHMENT IS NOT DISCHARGED WITHIN 30 DAYS AFTER CREATION. D) A STOCKHOLDER OR AUTHORIZED TRANSFEREE IS SUBJECTED TO A JUDGEMENT, COURT ORDER OR DECREE OR BY OPERATION OF LAW IS OTHERWISE REQUIRED TO TRANSFER STOCK TO OTHER THAN AN AUTHORIZED TRANSFEREE. 3. FIRST RIGHT OF PURCHASE. UPON RECEIPT OF WRITTEN NOTICE OF INTENT TO MAKE A VOLUNTARY TRANSFER OR UPON THE OCCURRENCE OF AN EVENT UNDER PARAGRAPH 2, THE CORPORATION SHALL HAVE THE RIGHT TO PURCHASE ANY OR ALL OF THE SHARES OF STOCK TO WHICH SUCH NOTICE OR EVENT RELATES AT THE PRICE SPECIFIED HEREIN BEFORE ANY OTHER ACTION IS TAKEN TO SELL, ASSIGN, TRANSFER, PLEDGE, OR OTHERWISE DISPOSE OF THE STOCK. SUCH RIGHT SHALL CONTINUE FOR A PERIOD OF 30 DAYS FROM THE RECEIPT OF A WRITTEN NOTICE OR THE HAPPENING OF ANY EVENT UNDER PARAGRAPH 2, AND IN ANY EVENT SHALL CONTINUE FOR 15 DAYS FROM THE DATE OF THE RECEIPT BY THE CORPORATION OF AN APPRAISAL MADE PURSUANT TO PARAGRAPH 5(A). IF THE CORPORATION ELECTS TO EXERCISE SUCH FIRST RIGHT OF PURCHASE, IT SHALL SO NOTIFY THE HOLDER OF SUCH SHARE OF STOCK, SPECIFYING THE MANNER OF PAYMENT AND THE TIME AND PLACE FOR TENDER OF CERTIFICATES REPRESENTING ALL SUCH SHARES OF STOCK. 4. TRANSFERS IN VIOLATION OF ARTICLE. IF ANY TRANSFER OF SHARES OF STOCK IS MADE OR ATTEMPTED CONTRARY TO THE PROVISIONS OF THIS ARTICLE V, OR IF SHARES OF STOCK ARE NOT OFFERED TO THE CORPORATION AS REQUIRED HEREIN, THE CORPORATION SHALL HAVE THE RIGHT TO PURCHASE SUCH SHARES FROM THE OWNER THEREOF OR HIS TRANSFEREE AT ANY TIME BEFORE OR AFTER THE TRANSFER, AS HEREIN PROVIDED. IN THE EVENT THE CORPORATION ELECTS TO EXERCISE ITS FIRST RIGHT TO PURCHASE IT MAY DO SO BY CANCELLING THE CERTIFICATE(S) R

EPRESENTING THE STOCK AND DEPOSITING THE PURCHASE PRICE, AS DETERMINED PURS
UANT TO PARAGRAPH 5 HEREOF, IN A BANK ACCOUNT FOR THE BENEFIT OF A STOCKHOL
DER. IN ADDITION TO ANY OTHER LEGAL OR EQUITABLE REMEDIES WHICH IT MAY HAVE,
THE CORPORATION MAY ENFORCE ITS RIGHT BY ACTION FOR SPECIFIC PERFORMANCE (T
O THE EXTENT PERMITTED BY LAW) AND MAY REFUSE TO RECOGNIZE ANY TRANSFEREE
AS ONE OF ITS STOCKHOLDERS FOR ANY PURPOSE, INCLUDING WITHOUT LIMITATION DI
VIDEND AND VOTING RIGHTS, UNTIL THERE HAS BEEN COMPLIANCE WITH ALL APPLICAB
LE PROVISIONS OF THIS ARTICLE V. 5. PURCHASE PRICE. (A) EXCEPT AS PROVIDED IN SUB
PARAGRAPH (B) OF THIS PARAGRAPH, THE PURCHASE PRICE PER SHARE OF STOCK WHICH
THE CORPORATION ELECTS TO PURCHASE HEREUNDER SHALL BE THE FAIR MARKET VALU
E PER SHARE, AS DETERMINED BY APPRAISAL, AS OF THE LAST DAY OF THE FISCAL QUAR
TER IMMEDIATELY PRECEDING THE RECEIPT OF THE WRITTEN NOTICE OR THE OCCURREN
CE OF AN EVENT UNDER PARAGRAPH 2, MULTIPLIED BY THE NUMBER OF SHARES OF STO
CK TO BE PURCHASE PURSUANT TO SUCH NOTICE. NOT LATER THAN 10 DAYS AFTER THE
DATE OF RECEIPT BY THE CORPORATION OF NOTICE OF ITS RIGHT TO PURCHASE, THE CO
RPORATION AND THE STOCKHOLDER OR AUTHORIZED TRANSFEREE SHALL SELECT AN AP
PRaiser OR FAILING THE SELECTION OF A MUTUALLY ACCEPTABLE APPRAISER WITHIN S
UCH PERIOD, WITHIN AN ADDITIONAL 10 DAY PERIOD, THE CORPORATION SHALL APPOIN
T AN APPRAISER, THE STOCKHOLDER OR AUTHORIZED TRANSFEREE WHOSE SHARE ARE B
EING PURCHASED SHALL APPOINT A SECOND APPRAISER, AND SUCH TWO APPRAISERS SH
ALL APPOINT A THIRD APPRAISER, OR FAILING ACTION WITHIN SUCH PERIOD BY ANY PA
RTY OR THE APPRAISERS, ANY APPOINTED APPRAISER OR APPRAISERS SHALL BE APPOINT
ED BY THE AMERICAN ARBITRATION ASSOCIATION, BOSTON MASSACHUSETTS, UPON AP
PLICATION OF ANY PARTY OR APPRAISER. WITHIN 20 DAYS FROM HIS (THEIR) APPOINTME
NT, THE APPRAISER(S) SHALL PROCEED BY MAJORITY VOTE, IF NECESSARY, TO DETERMIN
E THE VALUE OF THE STOCK, AND SUCH DETERMINATION SHALL BE FINAL AND BINDING
UPON ALL INTERESTED PERSONS. THE CORPORATION SHALL PROMPTLY FURNISH TO THE
APPRaiser(S) SUCH INFORMATION CONCERNING ITS FINANCIAL CONDITION, EARNINGS,
CAPITALIZATION, BUSINESS PROSPECTS AND SALES OF ITS CAPITAL STOCK AS HE (THEY)
MAY REASONABLE REQUEST. WITHIN SUCH 20 DAY PERIOD, THE APPRAISER(S) SHALL PRO
MPTLY NOTIFY IN WRITING THE CORPORATION, THE STOCKHOLDER WHOSE SHARES OF S
TOCK ARE BEING PURCHASED, AND ANY OTHER INTERESTED PERSON KNOWN TO THE AP
PRaiser(S), OF THE FINAL DETERMINATION OF VALUE. THE PARTIES SHALL EACH PAY EQ
UALLY THE FEES AND EXPENSES OF A SINGLE MUTUALLY ACCEPTABLE APPRAISER OR TH
E THIRD APPRAISER, IF SELECTION OF A THIRD APPRAISER IS NECESSARY. (B) NOTWITHST
ANDING ANY CONTRARY PROVISIONS HEREOF, IN THE EVENT OF A PROPOSED SALE BY A
NY STOCKHOLDER, OR OF HIS AUTHORIZED TRANSFEREE, TO A THIRD PARTY IN A BONAF
IDE TRANSACTION FOR FAIR VALUE PAYABLE IN CASH OR OTHER EQUIVALENT, CURRENT
LY OR IN FUTURE INSTALLMENTS, THE PURCHASE PRICE OF SAID STOCK SHALL BE THE V
ALUE OFFERED BY SUCH THIRD PARTY AND THE CORPORATION SHALL HAVE THE FIRS RIG
HT OF PURCHASE, EXERCISABLE WITHIN THE PERIOD SPECIFIED IN PARAGRAPH 3, TO PUR
CHASE SAID STOCK AT SUCH PRICE UPON TERMS SUBSTANTIALLY EQUIVALENT TO THOS
E OFFERED BY SUCH THIRD PARTY. 6. TENDERS. ALL SHARES OF STOCK WHICH THE CORP
ORATION HAS ELECTED TO PURCHASE HEREUNDER SHALL BE TENDERED TO THE CORPOR
ATION, OR TO ONE OR MORE SUBSTITUTE PURCHASERS DESIGNATED BY IT, AT THE PRINC
IPAL OFFICE OF THE CORPORATION AT A REASONABLE DATE AND TIME SPECIFIED BY IT (I
N ANY EVENT WITHIN 60 DAYS AFTER THE CORPORATION'S ELECTION TO PURCHASE), BY
DELIVERY OF CERTIFICATES REPRESENTING SUCH SHARES, ENDORSED IN BLANK AND IN
PROPER FORM FOR TRANSFER AGAINST PAYMENT OF THE PURCHASE PRICE IN CASH OR B
Y CERTIFIED OR BANK CHECK, OR UPON SUCH TERMS AS ARE APPLICABLE UNDER SUBPA
RAGRAPH 5(B). 7. NOTICES. ALL NOTICES AND ELECTIONS HEREUNDER SHALL BE IN WRITI
NG AND SHALL BE DELIVERED OR SENT BY REGISTERED OR CERTIFIED MAIL, POSTAGE PR
EPAID, TO THE CORPORATION AT ITS PRINCIPAL PLACE OF BUSINESS AND TO ANY STOCK
HOLDER AT THE ADDRESS LISTED IN THE STOCK TRANSFER RECORDS OR THE CORPORATI

ON:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: EDISON GUTIERREZ

No. and Street: 15 NELL RD

City or Town: REVERE State: MA Zip: 02151 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	EDISON GUTIERREZ	
TREASURER	CESAR GUTIERREZ	
SECRETARY	EDISON GUTIERREZ	
VICE PRESIDENT	CESAR GUTIERREZ	
DIRECTOR	EDISON GUTIERREZ	

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

FULL SERVICE RESTAURANT

No. and Street: 15 NELL RD
City or Town: REVERE State: MA Zip: 02151 Country: USA

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

No. and Street: 15 NELL RD
City or Town: REVERE State: MA Zip: 02151 Country: USA

which is

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

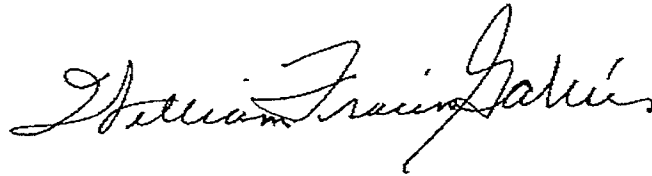
Signed this 22 Day of July, 2022 at 3:31:17 PM by the incorporator(s). (*If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.*)

DIANA APONTE- PRESIDENT

THE COMMONWEALTH OF MASSACHUSETTS

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

July 22, 2022 03:29 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized initial 'W'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0483302848
Notice Date: July 1, 2022
Case ID: 0-001-591-071



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TDRG NEEDHAM INC
63 KINGS RD
CANTON MA 02021-1727

Why did I receive this notice?

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

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

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

What if I have questions?

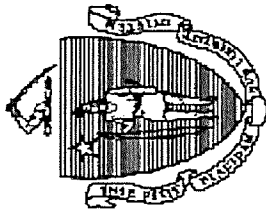
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

Charles D. Baker
GOVERNOR
Karyn E. Polito
LT. GOVERNOR

Rosalin Acosta
SECRETARY
Connie C. Carter
DIRECTOR



401212932

TDRG Needham
63 Kings Rd
Canton, MA 02021-1727

EAN: 22092428
August 12, 2022

Certificate Id:61684

The Department of Unemployment Assistance certifies that as of 8/12/2022, TDRG Needham is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149, §189.

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

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Deborah Paula

Date of Birth

SSN

Residential Address

Email

Phone

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

40

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

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

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

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
6/7/2018	Present	Asst Manager	Gaetano's Restaurant	Edison Gutierrez

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature

Deborah E Paula

Date

9/8/22

CORPORATE VOTE

The Board of Directors or LLC Managers of

Ceed Corp

Entity Name

duly voted to apply to the Licensing Authority of

Needham

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

9/8/2022

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Edison Gutierrez

Name of Person

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

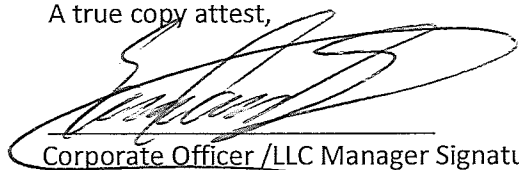
"VOTED: To appoint

Deborah Paula

Name of Liquor License Manager

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

A true copy attest,

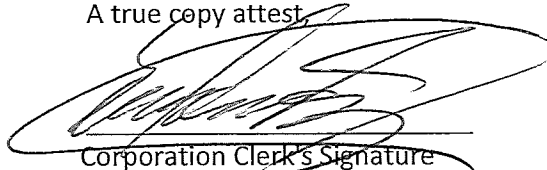


Corporate Officer /LLC Manager Signature

Edison Gutierrez
(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Edison Gutierrez
(Print Name)

ASSET PURCHASE AGREEMENT

AGREEMENT made this 19th day of August 2022 by and

between **TDRG Needham Inc., a Massachusetts corporation with a principal address of 109 Chapel Street, Needham, MA 02492** hereinafter referred to as the Seller, and

CEED CORP, a Massachusetts corporation with a principal address of 15 Nell Road, Revere, MA 02151, hereinafter referred to as the Buyer.

WITNESSETH AS FOLLOWS:

WHEREAS, the Seller is the owner of certain equipment, stock in trade, fixtures and goodwill in and of the business of **TDRG NEEDHAM, Inc. D/B/A Cook Restaurant, 109 Chapel Street, Needham, MA 02492**.

WITNESSETH AS FOLLOWS:

WHEREAS, the Buyer desires to purchase the aforementioned business and related tangible and intangible property.

NOW, THEREFORE, the parties agree as follows:

1. Sale of Assets: The Seller agrees to sell, transfer, and deliver to the Buyer all of his right, title and interest in and to the assets, equipment, fixtures, and personal property as described in Exhibit "A" attached hereto and made a part hereof, of that certain business known as **Cook Restaurant**, together with the good will thereof and permit transfer to the extent allowed by law of all licenses, and the right to use the trade name **Cook Restaurant** including equipment, fixtures, together with parts and accessories hereto, telephone numbers, domain names, social media accounts including logins and passwords, customer and vendor lists, food and cocktail recipes and all other personal property hereinafter listed in a Bill Of Sale from the Seller to the Buyer used in connection with the business. The consideration shall be the total consideration payable by the Buyer for each category of the assets as follows:

TOTAL

\$425,000.00

It is warranted that the Seller has good and marketable title to and owns outright all the business, furnishings, fixtures, equipment, as set forth in Exhibit "A" and to be transferred by the Seller to the Buyer under this Agreement, free and clear of all debts, liens and encumbrances.

The parties agree to enter into a mutually exclusive tax allocation prior to Closing.

2. Payment of Purchase Price:

The purchase price shall be paid to the Seller in the following manner:

- a) \$1,000.00 paid as a deposit.
- b) \$41,500.00 to be paid as a further deposit upon the signing of this document and to be held by the National Restaurant Exchange in an Escrow account.
- c) \$157,500.00 bank or certified check payable in to the Seller:
- d) \$225,000.00 shall be paid in the form of a promissory note due in 6 years with 6% interest from the date of the Closing...\$3,728.90/mo.
Note shall be secured by a
Security Agreement, in a form acceptable to
both parties

e) DEPOSITS:

All deposit are to be held in an escrow account by the National Restaurant Exchange. In the event of any disagreement between the parties, the BROKERS must retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER. In the event of a disagreement relative to the dispersal of escrow funds, all parties agree to submit the disagreement to an arbitrator associated with the Massachusetts Conveyancers Arbitration Association for binding arbitration. A disagreement shall be defined as the lack of instructions mutually given by all parties.

3. Lease:

This Agreement is conditional upon Buyer executing a new lease 14 days prior to the Closing.

4. Food Inventory:

A separate Agreement will be made relative to the purchase of food and paper goods desired by the Buyer. The inventory shall be useable and salable and valued at Seller's actual cost.

5. Utility Deposits:

The Seller shall be reimbursed by the Buyer at the Closing for any and all deposits prepaid, specifically gas, electricity, cable, internet, and telephone, and in addition to other sums provided for in this Agreement.

6. Adjustments:

All prepaid rents, sewer or water charges or fuel charges shall be apportioned or adjusted as of the date of the performance of this Agreement.

7. Existing Debt:

It is understood that as of the date of the Closing, all obligations and liabilities of the Seller, with respect to the business, are the sole obligation of the Seller and shall be paid in full, prior to or at the date of Closing .

8. Use of Purchase Money:

To enable the Seller to make conveyance herein provided, the Seller may at the time of the delivery of the Bill Of Sale, use the purchase money, or any portion thereof, to clear title of any or all encumbrances or interests, provided that all instruments so procured are delivered at Closing or within a reasonable time thereafter.

9. Seller's Taxes:

The Seller agrees that the Seller will provide the Buyer with a

CERTIFICATE OF GOOD STANDING to be issued by the taxing authorities of the Commonwealth of Massachusetts and a Certificate of Compliance from the Massachusetts division of unemployment

10. Acceptance of BILL OF SALE:

Except as herein otherwise provided, the acceptance of the Bill Of Sale by the Buyer or his nominee shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price. The Assets shall be transferred by a general Bill of Sale of the SELLER conveying free from all claims, liens and encumbrances, all of the assets to be sold pursuant to the terms hereof. The BUYER shall not assume any liability of the SELLER, including any current contracts between SELLER and vendors, unless expressly set forth herein.

11. Name:

The Seller agrees that as part of the consideration paid to it by the Buyer it will transfer to the Buyer the name COOK RESTAURANT and the present telephone number.

12. Inspections:

The Seller agrees that at the time physical possession of the premises is to be delivered to the Buyer, Buyer shall inspect all the Seller's equipment to determine that it is in good working order. Acceptance of the Bill Of Sale from the Seller by the Buyer shall be deemed satisfaction of this clause. Prior to execution of the Bill of Sale, the Seller shall provide a complete list of furniture, fixtures and equipment that will be the subject of Buyer's inspection as well as any disclose any known issues with regards to the above, including, but not limited to, heating, air conditioning, plumbing, ventilation and electrical.

12 A. Buyer and Seller agree that Buyer's purchase is subject to and conditional upon the following:

Buyer shall have obtained all such permits, license, approvals,

authorizations, variances, agreements and warranties from Federal, State and local governmental authorities, if any, which are necessary for the operation by the Buyer of the Restaurant after the Closing, including but not limited to all licenses required to conduct a full-restaurant business including the sale of food and liquor. In connection thereof, Seller agrees to provide to Buyer within seven (7) days of the date of execution hereof copies of all licenses and permits required for operation of the Restaurant. In the event that Buyer does not notify Seller of Buyer's inability to obtain such permits and other approvals before 5:00 p.m. on or before October 31, 2022, it shall be conclusively presumed that Buyer has obtained all such permits and approvals and the contingency contained in this Clause shall be deemed to be waived. In the event Buyer gives notice to Seller on or before 5:00 p.m. on said Date of Buyer's inability to obtain such permits and approvals, then this Agreement shall automatically terminate and become null and void and without recourse to any party hereunder, and all deposits and any interest on such deposit shall be forthwith refunded to Buyer.

12. B Financial Statements and Compensation:

The Seller has provided the previous two years of financial statements to Buyer as well as provide the payroll terms and employment agreements of current employees as well as ownership compensation to Buyer. Buyer is satisfied with the financials.

12 C. Termination by Breach:

If this Agreement shall terminate by reason of Buyer's breach of this Agreement, then Seller shall retain the Deposit as liquidated damages. If this Agreement shall terminate by reason of Seller's breach of this Agreement, then Buyer shall have the option of: (i) seeking specific performance of this Agreement; or (ii) receiving a refund of the Buyer's Deposit, in which case this Agreement shall be null and void and of no further force and effect.

13. Brokerage:

A Broker's fee for professional services of \$42,500.00 is due and payable from the Seller to the National Restaurant Exchange unless a separate written

Agreement has been entered into prior to the Closing. As payment thereof, on the Closing Date, the National Restaurant Exchange may retain \$42,500.00 of the funds paid by Buyer towards the purchase price.

14. Broker As Party:

The Broker named herein, joined in the Agreement and becomes a party hereto, insofar as any provisions of effects of this Agreement expressly applies to them, and to any amendments or modifications of such provisions to which they agree in writing.

15. Verification:

Upon the signing of this Agreement, Buyer shall be allowed 2 weeks to satisfy himself as to the gross sales of the business. Upon completion of the verification period, if Buyer is satisfied as to the business volume, both parties shall continue under the terms and conditions of this Agreement. If however, Buyer isn't so satisfied, then their Agreement shall become null and void and Buyer's deposit shall be refunded forthwith.

16. Non-compete:

The Seller covenants and agrees that the Seller shall not at any time, directly or indirectly operate, participate, or engage in a business that is competitive with, or a similar business, within a 5- mile radius of NEEDHAM, MA, for a period of 5 years from the date hereof.

17. Bulk Sales Act:

N/A

18. No Material Misstatements or Omissions:

The Seller or Broker have not made any material misstatements of fact in connection with this purchase.

19. Indemnification Agreement:

The Seller agrees to indemnify and save harmless the Buyer against any loss, costs and expenses, including reasonable attorney's fees, which the Buyer may incur or sustain by reason of any claims made against the Buyer for any obligation incurred by the Seller for which the Buyer becomes liable. If the Buyer does not incur or sustain a loss, or is obligated to make any payment whatsoever for any obligation incurred by the Seller for which the Buyer has become liable, as enumerated herein, in addition to any other rights and remedies of the Buyer under the foregoing provision, the Buyer may, after thirty (30) days' written notice to the Seller, deduct any such amount from any amounts due to the Seller from the Buyer pursuant to the terms of the Promissory Note due the Seller unless Seller disputes such deduction by written notice to the Buyer within said thirty (30) day period, in which case said amount to be deducted shall be placed in a separate escrow account pending resolution of such dispute.

In the event that the parties are unable to resolve said dispute either party may submit said dispute to the American Arbitration Association, Boston, MA office, or such other arbitrator as may be agreed upon by the parties, for binding arbitration. Further, provided that written notice is given by the Buyer to the Seller, upon the Buyer learning of any claim made against the Buyer for which the Seller must indemnify the Buyer hereunder, the Buyer may make payments into a separate escrow account up to the amount of the claim which payments may remain in said account until such claim is finally resolved or until such claim is paid or settled in accordance with the Seller's instructions. Any amounts due to the Seller in excess of the claim shall be paid to the Seller in accordance with the terms of this Agreement.

The Buyer agrees to indemnify and save harmless the Seller against any loss, costs and expenses including reasonable attorney's fees, which Seller may have or sustained by reason of any claims made against the Seller which are the obligation of the Buyer.

20. Right of Offset:

To the extent there is misrepresentation by the Seller hereunder, then the Buyer shall be entitled, in addition to all other remedies, to offset the cost of such misrepresentation against any amount due the Seller by the Buyer.

21. Training:

Seller agrees to work with the Buyer for a minimum of 40 hours after the Closing to train owner in the operations of the business and to teach him how and where to make purchases and to introduce Buyer to customers and salesmen. Seller is allowing buyer to start training once this agreement is signed. Or as agreed to.

22. Insurance:

Until such time as the promissory notes referred to in paragraphs 2 (d) and 2 (e) of this Agreement have been paid in full, Buyer shall keep in full force and effect one or more policies of insurance, insuring the collateral securing said promissory notes, against loss and damage from all insurable perils. Seller shall be entitled to inspect such policy or policies at reasonable times. In the event that Buyer does not provide any payment for said insurance, Seller shall, after giving written notice to Buyer, have the right to purchase such insurance and apply to the extent necessary, payments made on the said promissory note for payment of insurance premiums. The balance due on said promissory note shall then be increased by the amount of such premium payments.

23. Escrow Monies:

All deposits or down payments made by the Buyer relative to the purchase of the business described herein shall be held in an escrow account by the National Restaurant Exchange (Broker).

24. Extension of time of performance:

If the Seller shall be unable to give title or to make delivery as above stipulated, any payments made under this Agreement shall be refunded and all other obligations of the parties hereto shall cease; PROVIDED, however, that Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

25. FURTHER: Seller will reimburse buyer for a period of 2 years from closing for any Gift Certificates that are redeemed, monthly, after buyer submits proof of redemption to Seller. Seller with verify and pay Buyer By

check at the beginning of each month, Exact date of the month to be agreed upon.

26. Closing:

At Twelve /PM on or before seven days from the transfer of the liquor license, but in no event later than October 31, 2022 (herein referred to as the "Closing Date" or "Day of Closing") at the offices of the Buyer's attorney.

26. Construction of Agreement:

This Agreement shall inure to the benefit of and be binding upon the parties hereto and shall be governed by the laws of the Commonwealth of Massachusetts, and shall be binding upon the parties' respective legatees, administrators, executors, legal representatives, successors and assigns.

27. REPRESENTATIONS AND COVENANTS OF SELLER.

The SELLER warrants, represents and covenants the following:

(a) The SELLER has filed all tax returns and paid all taxes of every kind and nature required by any taxing authority and knows of no deficiency or assessment which may have been incurred. SELLER shall at the time of closing be in good standing with the Secretary of the Commonwealth.

(b) The SELLER is the owner of and has good and marketable title to all the Assets set forth in paragraph 1.

(c) The SELLER has complied with all laws, rules and regulations of the city, state and federal governments.

(d) The SELLER has not entered into any contract to sell or mortgage this Business or any portion thereof.

(e) SELLER is not in default with respect to any order, writ, injunction, decree or demand of any court or federal, state, municipal or other

governmental agency, commission or instrumentality; there is no litigation, proceeding or governmental investigation pending or threatened against or relating to SELLER or its properties, business or the transactions contemplated by this Agreement or their employees in reference to actions taken by them in such capacities; nor is there any basis known to SELLER for any such litigation, proceeding or investigation.

(f) The Bill of Sale and instruments of assignment to be delivered at the closing will transfer to the BUYER all the personal property, inventory, licenses, permits, rights to the telephone number and goodwill used by SELLER in the conduct of the Business as hereinbefore described.

(g) The Bill of Sale will state that this conveyance and transfer is free from all encumbrances and will contain the usual warranties of title.

(h) No judgments, postings, liens, or debts will be outstanding at the closing against the SELLER or against the Business.

(i) All of the Personal Property is being sold in "AS IS" condition. As of the closing date, the Business premises will be in substantially the same condition it is now, reasonable wear and tear and usual customary business variation excepted, and in compliance with state and local building and health code requirements. The BUYER reserves the right to inspect the personal property and Business premises within 24 hours of the time of closing.

(j) The SELLER has all licenses and permits necessary for the operation of said Business and said licenses and permits will be in good standing at the time of closing.

(k) Neither this Agreement, nor any other document, certificate or statement furnished to BUYER by or on behalf of SELLER in connection with the transaction contemplated hereby contains any untrue statement of a material fact or omits to state a material factor necessary in order to make the

statements contained herein not misleading.

(l) Up until the closing date, the Business shall be conducted as it has in the past.

28. CLOSING DOCUMENTS.

At the closing and as a condition precedent to the payment of the purchase price provided for in Section 3 of the Agreement the Seller shall deliver to the Buyer the following documents:

(a) A Bill of Sale conveying good title to the Assets with the usual warranties of title in accordance with this agreement, free from all encumbrances.

(b) A Certificate of Good Standing issued by the Massachusetts Secretary of the Commonwealth dated no earlier than fifteen (15) days before the closing date.

(c) If the SELLER is treated as a corporation for tax purposes, a Waiver of Corporate Excise Tax Lien issued by the Massachusetts Department of Revenue. Otherwise, a Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than fifteen (15) days before the closing.

(d) A vote of all of the issued and outstanding shares of the stock of the SELLER entitled to vote, authorizing the sale of the Business to the BUYER.

(e) Any other documents reasonably required by the BUYER's counsel in order to effectuate the transfer contemplated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument this _____ day of _____, 2022.

SELLER:

Paul Turner

BY

Paul Turner

8/19/2022

BUYER:

Edison Gutierrez

Cesar Gutierrez

BY

EDISON GUTIÉRREZ
CESAR GUTIÉRREZ

8/19/2022

Exhibit A

TRUE SAUTE UNIT
2 PITCO FRYERS
10 BURNER RANGE WITH SALAMANDER
24 INCH CHAR GRILL
24 INCH GRIDDLE
RATIONAL OVEN WITH STAND
SMOKE BOX FOR OVEN
36 INCH STAINLESS STEEL TABLE
12 INCH STAINLESS STEEL TABLE
1 FOOD WARMER (TABLE TOP)
REFRIGERATED GRILL STAND
1 ATOSA SALAD UNIT
1 ATOSA PREP WORKTOP UNIT
1 ATOSA GRILL PIZZA PREP
1 TRUE PIZZA PREP
2 5' STAINLESS STEEL TABLES
1 ICE CREAM FREEZER
4 STAINLESS STEEL TABLES BASEMENT
1 ICE MACHINE
2 SINGLE DOOR REACHIN COOLER
1 NARROW SINGLE DOOR REACHIN
1 60QT HOBART MIXER WITH ATTACHMENTS
1 8 QT STAND MIXER
1 ½ SIZED ELECTRIC CONVECTION OVEN
1 LARGE PASTRY TABLE
2 WALK IN COOLERS
1 WALK IN FREEZER
ALL POTS/PANS
1 MEAT GRINDER
1 BURR MIXER
1 COMPUTER MAC
1 CAMERA SYSTEM
1 PRINTER
1 TOAST POS SYSTEM (NEEDS TO BE TRANSFERRED TO NEW OWNER)
3 HARD WIRED TERMINALS
4 HAND HELD POS
3 THERMAL PRINTERS

3 KITCHEN PRINTERS
ALL TABLES/CHAIRS/FIXTURES
1 BLAST CHILLER
METRO SHELVING IN BASEMENT/WALKINS/LIQUOR ROOM &
STORAGE ROOM
ASSORTED CAMBRO CONTAINERS WITH LIDS
1 SAFE
OFFICE DESKS/CHAIRS
DUNAGE RACKS
BOWLS/WHISKS/SCOOPS/TONGS/SPATULAS
ASSORTED KITCHEN SMALLWARES/PLATTERS
ALL UMBRELLAS
ALL BENCHES
ALL CHINA, SILVER, GLASSWARE
TRASH BARRELS
2 BEVERAGE BACKBAR COOLERS
3 THREE BAY SINKS
1 VEG SINK
2 GREASE TRAPS
LOCKERS
ALL LIGHTING FIXTURES AND ARTWORK
INDUCTION BURNER
SCALES
ROBOT COUPE WITH ATTACHMENTS
VITAMIX
MEAT SLICER

The Following items are not owned by the Seller, but Seller will assist in having the contracts assigned prior to closing:

COFFEE MACHINE/ESPRESSO MACHINE (LEASED THRU SYSCO)
NOT INCLUDED IN SALE (WE WILL TRANSFER TO BUYER)
BAR DISH MACHINE/KITCHEN DISH MACHINE (LEASED THUR
SYSCO) NOT INCLUDED IN SALE (TRANSFER TO BUYER)
2 SODA WELLS (LENOX MARTELL) TRANSFER TO BUYER
ALL FLOWERS, POTS, OUTDOOR TABLES AND CHAIRS

TRUE SAUTE UNIT
2 PITCO FRYERS
10 BURNER RANGE WITH SALAMANDER
24 INCH CHAR GRILL
24 INCH GRIDDLE
RATIONAL OVEN WITH STAND
SMOKE BOX FOR OVEN
36 INCH STAINLESS STEEL TABLE
12 INCH STAINLESS STEEL TABLE
1 FOOD WARMER (TABLE TOP)
REFRIGERATED GRILL STAND
1 ATOSA SALAD UNIT
1 ATOSA PREP WORKTOP UNIT
1 ATOSA GRILL PIZZA PREP
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BOWLS/WHISKS/SCOOPS/TONGS/SPATULAS
ASSORTED KITCHEN SMALLWARES/PLATTERS
COFFEE MACHINE/ESPRESSO MACHINE (LEASED THRU SYSCO) NOT INCLUDED IN SALE (WE
WILL TRANSFER TO BUYER)
BAR DISH MACHINE/KITCHEN DISH MACHINE (LEASED THUR SYSCO) NOT INCLUDED IN SALE
(TRANSFER TO BUYER)
2 SODA WELLS (LENOX MARTELL) TRANSFER TO BUYER
ALL FLOWERS, POTS, OUTDOOR TABLES AND CHAIRS
ALL UMBRELLAS
ALL BENCHES
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3 THREE BAY SINKS
1 VEG SINK
2 GREASE TRAPS
LOCKERS
ALL LIGHTING FIXTURES AND ARTWORK
INDUCTION BURNER
SCALES
ROBOT COUPE WITH ATTACHMENTS
VITAMIX
MEAT SLICER

COMMERCIAL LEASE

TENANT: CEED CORP.

LOCATION OF PREMISES: 91 CHAPEL STREET, NEEDHAM, MA AS FURTHER
DESCRIBED HEREIN.

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COMMERCIAL LEASE
DATED SEPTEMBER , 2022

1. PARTIES

LANDLORD: Nicolaos Pesirides, Trustee of Roma Realty Trust of _____

TENANT: CEED Corp., a Massachusetts corporation with a usual place of business
at 15 Nell Road, Revere, Massachusetts 02151.

2. PREMISES

The premises demised by this Lease consists of approximately 2,945 rentable square feet on the ground floor and approximately 3,055 rentable square feet in the basement of 91 Chapel Street, Needham, Norfolk County, Massachusetts, being a part of the building at 91-107 Chapel Street, Needham, Massachusetts ("Building") which space is more particularly shown on the plan annexed hereto and incorporated by reference herein and made a part hereof as Exhibit A and which space is hereafter referred to as the "Premises." There is no parking with the Premises.

3. TERM OF LEASE

3.1 Initial Term.

The Tenant shall hold the Premises for a term of five (5) years commencing on the Term Commencement Date which is as of October 1, 2022 and expiring at midnight on September 30, 2027 ("Initial Term"), subject to the terms and conditions contained in this Lease.

3.2 Extension Option

The Tenant shall have, on the conditions herein stated, three (3) options to extend the term of this Lease, beyond the Initial Term, each option to be for a period of five (5) years. Each extended period being hereinafter referred to as the "Extended Term".

Provided Tenant is not then in default of any obligations under this Lease, Tenant may, by written notice to the Landlord no later than one hundred and twenty (120) days prior to the expiration of the Initial Term, or the then current Extended Term, as the case may be, extend this Lease for a period of five (5) years commencing upon the expiration of the Initial Term, or the then current Extended Term as the case may be, and ending midnight of September 30 of the fifth (5th) calendar year thereafter. Each Extended Term shall be upon the same terms and conditions as are set forth in this Lease except that the

Basic Rent during the Extended Term shall be as set forth in Section 4.1 below.

4. RENT AND OTHER CHARGES

4.1 Basic Annual Rent

Basic Annual Rent (sometimes referred to herein as “basic rent” or “basic annual rent”) shall be payable as follows:

Year 1 of Initial Term from October 1, 2022 to September 30, 2023 at the rate of **\$13,238.00** per month or **\$158,856.00** per annum;

Years 2-5 of Initial Term from October 1, 2023 to September 30, 2027 at the rate of **\$12,371.63** per month or **\$148,459.50** per annum.

Extended Term

Years 6-10 of First Extended Term from October 1, 2027 to September 30, 2032 at the rate of **\$13,918.08** per month or **\$167,016.94** per annum.

Years 11-15 of Second Extended Term from October 1, 2032 to September 30, 2037 at the rate of **\$15,657.84** per month or **\$187,894.08** per annum.

Years 16-20 of Third Extended Term from October 1, 2037 to September 30, 2042 as follows:

Basic Annual Rent for Years 16-20 of the Third Extended Term shall be that amount determined by the mutual agreement of the Landlord and the Tenant prior to the date Tenant must exercise its extension right for the Third Extended Term, except that Basic Annual Rent for such period shall not be less than \$15,657.83 per month or **\$187,893.96** per annum (“Minimum Rent”).

If Landlord and Tenant are unable to agree upon Basic Annual Rent for the Third Extended Term, then same shall be determined as set forth below.

If either Landlord or Tenant is of the opinion that they are unable to mutually agree upon Basic Annual Rent for the Third Extended Term, then either party may invoke the resolution process set forth below by giving written notice (the “Resolution Notice”) to the other, designating one (1) individual of its own choosing for the purpose of rendering an opinion on the fair market rental value (the “Fair Market Rental Value”) for the Premises. Upon receipt of such Resolution Notice, the other party shall, within five (5) business days, designate one (1) individual of its own choosing for the purpose of rendering an opinion on the Fair Market Rental Value of the Premises, and shall provide written notice thereof to the party invoking this resolution process. In order to be effective, the Resolution Notice must be provided by the party invoking the resolution process

not less than One Hundred Twenty (120) nor more than One Hundred Eighty (180) days prior to the beginning of the Third Extended Term.

The two (2) designated individuals shall, within thirty (30) days following provision of the Resolution Notice, each provide, in writing, an opinion as to the Fair Market Rental Value of the Premises, which value shall be based upon Ninety (90%) Percent of the prevailing rental market for downtown Needham in general, and Chapel Street, Needham, in particular. If the values provided by the two (2) designated individuals are within five (5%) percent of each other, then the two values shall be averaged, and such average shall be the Basic Annual Rent for the Third Extended Term. In the event that the values provided are not within the five (5%) percent of each other, then the two (2) designated individuals shall mutually agree upon a third individual who shall finally resolve the Fair Market Rental Value of the Premises as an arbitrator. If the two (2) designated individuals are unable to reach an agreement, the individual to act as arbitrator shall be appointed by the American Arbitration Association. The arbitrator shall, by written opinion or decision, set the Fair Market Rental Value of the Premises for the Third Extended Term, except that if the Fair Market Rental Value set by the arbitrator is less than the Minimum Rent for such Extended Term, then the Minimum Rent for the Third Extended Term shall be equal to the Minimum Rent for such Extended Term.

The parties each agree to compensate their own designated individuals at their sole cost and expense. The parties further agree to compensate the individual who serves as arbitrator at his or her regular rates for consultation, and to bear these and all other costs of the arbitration equally.

All selected and designated individuals shall be (i) certified real estate appraisers with a minimum of five (5) years experience in the industry and (ii) familiar with the downtown Needham rental market and with the Chapel Street, Needham rental market.

4.2 Due Date of Rent

The basic annual rent to be paid during the term of this Lease shall be payable in equal monthly installments in advance on the first day of each and every month together with all other sums or charges characterized in this Lease as additional rent subject to the Landlord's right to charge the Tenant for such other charges at other times as provided in this Lease. The basic annual rent and any additional rent for any partial month shall be pro rated in the event that this Lease commences or terminates on days other than the first and last days of any calendar month.

4.3. Additional Rent/Operating Expenses and Real Estate Taxes

4.3.1. Real Estate Taxes

After Year 1 of the Initial Term and commencing October 1, 2023 and throughout the remainder of the Initial Term and any applicable Extended Term, the Tenant shall pay to the Landlord as additional rent forty four and 59/100 (44.59 %) percent of all real estate taxes payable by the Landlord for the Building and the land upon which the Building is located during any year during the term of this Lease. If the Landlord obtains an abatement of such real estate taxes, a proportionate share of such abatement less the reasonable fees and costs incurred in obtaining the same shall be refunded to the Tenant.

“Real estate taxes” means real estate taxes, levies, betterments, and assessments arising from the ownership of the Building and/or of the land upon which the Building is located and/or the occupancy and operation of the Premises which are or will be imposed by federal, state, municipal or other governmental authorities and which are or may become a lien on such land and/or Building in which the Premises are located. If the Landlord is required to pay any taxing authority any amounts which are in lieu of real estate taxes including tax on rental from the Premises or rental from the Building, such amount shall be deemed to constitute real estate taxes for the purposes hereof provided, however, that this sentence shall not be interpreted as requiring the Tenant to contribute to any federal, state, or local general income tax or any real estate transfer tax or fee.

4.3.2 Operating Expenses

After Year 1 of the Initial Term and commencing October 1, 2023 and throughout the remainder of the Initial Term and any applicable Extended Term, the Tenant agrees to pay to the Landlord as additional rent forty four and 59/100 (44.59 %) percent of the amount of all operating expenses incurred by the Landlord in operating and maintaining the Building in which the Premises are located and the land upon which the Building is located.

The term "operating expenses" as used in this Lease shall mean all expenses incurred by the Landlord in the operation, management and maintenance of the Building, the Premises and the land upon which said Building is located including all sidewalks which serve any part of the Building or the Premises and shall include, without limitation, the following: salaries, wages, medical, surgical and general welfare benefits (including group insurance and retirement benefits) for employees of the Landlord or any contractor of the Landlord engaged in the cleaning, operation, maintenance or management of the Building and/or the land upon which the Building is located and payroll taxes and worker's compensation insurance premiums relating thereto; electricity consumed at the Building and not billed directly to any Tenant; fire, property, casualty, sprinkler, water damage, liability and loss of rent insurance carried by the Landlord and such other insurance relating to the Building and the land on which located or as may be required by any mortgagee; water and sewer consumption charges; maintenance, repairs and replacements of and to the Building, the land upon which the Building is located, and any improvements thereon, but not including repairs or replacements required solely to prepare other space in the Building for other tenants; snow removal; elevator maintenance and service; trash removal; service contracts with independent contractors for any building service including, without limitation, elevator maintenance (if any), ; office cleaning and janitorial service if the same is provided; security service and management fees.

4.3.3 Payment of Real Estate Taxes and Operating Expenses The Tenant's share of real estate taxes and of operating expenses shall be paid by the Tenant to the Landlord within ten (10) days of Landlord's sending of notice of the Tenant's share of such real estate taxes and operating expenses to the Tenant; provided, further, that the Landlord may elect to bill the Tenant annually, monthly or at such other intervals as the Landlord deems expedient for the Tenant's share of real estate taxes and operating expenses and which billings may be based upon the Landlord's estimate of such real estate taxes and operating expenses with an annual accounting of the actual real estate taxes and operating expenses to be provided to the Tenant in reasonable detail, and if the Tenant on the basis of such annual accounting owes the Landlord additional real estate taxes or additional operating expenses, then the Tenant shall pay such additional real estate taxes and/or operating expenses to the Landlord within 10 days of the date of the Landlord's sending of such notice that real estate taxes and/or additional operating expenses are owed by the Tenant to the Landlord. Any credit owed to the Tenant by the Landlord in the event that the Tenant's estimated share of the real estate taxes or of the operating expenses exceeds the actual amount owed by the Tenant for the same, shall at the Landlord's option, be credited against basic annual rent to become due and payable to the Landlord pursuant to this Lease or, alternatively, may be refunded.

4.4 Increase in Insurance Premiums caused by Tenant

In the event that the premium for fire and extended coverage or any other type of insurance maintained by the Landlord on the Building or land upon which the Building is located is increased due to the nature of the tenant's business or use of the Premises, the Tenant shall be responsible to the Landlord for such increase in premium and shall pay to the Landlord within ten (10) days of receipt of written demand from the Landlord the entire amount of such increase in premium caused by the Tenant's business or use of the Premises and which increase in premium shall be deemed additional rent hereunder.

4.5 Late Payment of Rent.

The Tenant shall pay a late payment charge of \$450.00 for each monthly payment of rent not received by the eighth day of the month. Such late payment charge shall be deemed to be additional rent.

4.6 Security Deposit.

The Tenant shall deposit with the Landlord contemporaneously with the execution of this Lease the sum of **Twenty-Five Thousand (\$25,000.00) 00/100 Dollars** as a security deposit as security for the Tenant's performance of its obligations under this Lease (the "Security Deposit").

The Security Deposit is security for the full, faithful and timely performance and observance by Tenant of the terms, provisions and conditions of this Lease and is not an advance payment of rent. It is agreed that if a default of this Lease occurs and continues beyond any applicable notice, grace or cure period, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any basic rent, additional rent, or any other sum as to which the Tenant is in default or for any sum which Landlord may expend or be required to expend by reason of the occurrence of a default in respect of any of the terms, covenants and conditions of this Lease by the Tenant, including, but not limited to, any damage or deficiency accrued before or after summary proceedings or other re-entry by Landlord, including the costs of such proceeding or re-entry and further including, without limitation, reasonable attorney's fees. It is agreed that Landlord shall always have the right to apply the Security Deposit, or any part thereof, as aforesaid, without notice and without prejudice to any other remedy or remedies which Landlord may have, or Landlord may pursue any other remedy or remedies in lieu of applying the Security Deposit or any part thereof. No interest shall be payable on the Security Deposit and Landlord shall have the right to commingle the Security Deposit with other funds of Landlord. If Landlord shall apply the Security Deposit in whole or in part, Tenant shall within ten (10) days of demand pay to Landlord the amount so applied to restore the Security Deposit to its original amount. Because Tenant's share of Operating Expenses and other additional rents are subject to annual reconciliation based on actual amounts determined to be due, in addition to the other rights provided herein to Landlord regarding the Security Deposit, Landlord shall have the right, in its discretion, upon the end of the Lease and delivery of the Premises in accordance with the terms hereof, to hold all or a portion of the Security Deposit (or whatever amount remains after Landlord exercises its other rights hereunder) until the earlier of (i) ten (10) days after such reconciliation and (ii) receipt of all amounts due Landlord from Tenant at which time Landlord has the right to deduct any amounts then determined to be due from the remaining Security Deposit and return any balance of the Security Deposit to Tenant. If the remaining Security Deposit, if any, is not sufficient to pay Tenant's obligations hereunder, Tenant shall pay the same within ten (10) days of billing from Landlord. In the event of a sale or other transfer of the Building and land upon which the Building is located, Landlord shall transfer the Security Deposit then remaining to the vendee and Landlord shall thereupon be deemed to be released from all liability for the return of such

Security Deposit to Tenant, provided that such vendee assumes the Landlord's obligations hereunder; and Tenant agrees to look solely to the new landlord for the return of the Security Deposit then remaining. The holder of any mortgage upon the Building and land upon which the Building is located shall never be responsible to Tenant for the Security deposit or its application or return unless the Security Deposit shall actually have been received in hand by such holder. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the Security Deposit and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

4.7 Place of Payment of Rent

All payments of basic annual rent, additional rent and any other sums or charges to become due with respect to this Lease shall be made to the Landlord at 125 Pearl Street, P.O. Box _____, Braintree, Massachusetts 02185, or, if by delivery, in care of _____.

5. UTILITIES

The Tenant shall pay for electricity, gas, and other utilities consumed at and separately metered or sub-metered to the Premises. If any such utilities are sub-metered to the Premises, Tenant shall pay its share of such utilities as additional rent within ten (10) days of billing by the Landlord of the Tenant's share of such utility. Tenant's failure to pay any utility billed by the Landlord to the Tenant within ten (10) days after such billing shall be deemed a default of Tenant's obligation under this Lease.

6. PUBLIC LIABILITY INSURANCE AND INDEMNIFICATION

6.1 Indemnification. Subject to the waiver of claims set forth in Section 6.3 herein, the Tenant shall save the Landlord, its agents, members, managers and employees harmless and indemnified from and against all injury, loss, claims or damages to any person or property while on the Premises arising out of the use or occupancy of the Premises by the Tenant. Subject to the waiver of claims set forth in Section 6.3 herein, the Landlord shall save the Tenant harmless and indemnified from and against all injury, loss, claims or damages to any person or property to the extent caused by the Landlord's negligence or intentional acts. The duties to indemnify contemplated herein include the duty to pay all reasonable and necessary attorney's fees and costs incurred by the indemnitee in connection with any proceedings and shall survive the termination of this Lease.

6.2 Insurance. The Tenant shall maintain in force at all times during the term of this Lease and any extensions of such term with respect to the Premises and appurtenances thereto, comprehensive general liability (including liability for alcoholic beverages served on the Premises) and property damage insurance including the broad form comprehensive general liability endorsement with the amount of coverage of not less than \$2,000,000.00 per

occurrence/\$4,000,000.00 aggregate for all occurrences in each policy year and workers compensation coverage in the amounts required by law and such other coverage and in such amounts as reasonably required by the Landlord. All such insurance required in this Lease shall be with a company rated "A" or better and qualified to do business in Massachusetts, naming as additional insureds the Landlord and the Landlord's management agent and their officers, directors and shareholders, managers and members, and trustees and beneficiaries, as the case may be, as well as the Tenant insuring against injury to persons or damage to property as herein provided.

The Tenant shall deposit with the Landlord certificate(s) of insurance evidencing the existence of insurance that Tenant is required to maintain under this Lease, at or prior to the Term Commencement Date, and thereafter, at least thirty (30) days prior to the expiration of each such policy. Such policy shall provide that it may not be changed or cancelled without at least thirty (30) days' prior written notice to the Landlord.

6.3 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to the Premises and/or Building or other tangible property, or any resulting loss of income or benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if any such loss or damage is covered by insurance benefitting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant agree that they will request their respective insurance carriers to include a standard waiver of subrogation provision in their respective policies.

7. DEMISE OF PREMISES

In consideration of the payment of the basic annual rent, additional rent and any other sums required to be paid by the Tenant hereunder, and in further consideration of the full, faithful and timely performance of all of the terms, provisions, conditions and covenants contained in this Lease by the Tenant, the Landlord hereby demises and leases the Premises to the Tenant and the Tenant hereby leases the Premises from the Landlord.

EXCEPTING AND RESERVING to the Landlord from the Premises the space necessary to install, maintain and operate by means of pipes, ducts, wires or otherwise those utilities and services required for the Building and common facilities thereof, (including the Premises) and the right of access and entry to the Premises by the Landlord and its agents therefor and for the purpose of making repairs to the Premises and to the Building if Landlord so elects. Landlord agrees, however, that it will not unreasonably interfere with the Tenant's use of the Premises during ordinary business hours, provided that Landlord shall have access to the Premises at any time in case of emergency.

8. **PERMITTED USES/RESTRICTIONS ON USE**

8.1 **Permitted Use.**

The Premises shall be used solely for in dining restaurant and sale of on site consumption of alcoholic beverages and for no other purposes whatsoever.

The Tenant shall obtain at its sole expense all governmental approvals, licenses, permits and occupancy permits, if any, necessary to conduct the permitted uses at the Premises.

8.2 **Restrictions on Use.**

- 8.2.1 The Tenant shall not use or occupy the Premises in violation of any certificate of occupancy for the Premises or the Building or in violation of any applicable zoning ordinance, code, statute, rule, regulation or ordinance. The statement in this Lease of the permitted uses of the Premises does not constitute a representation or guaranty by the Landlord that such use may be conducted by the Tenant on the Premises or is lawful under the certificate of occupancy or building permit or that it is otherwise permitted by law.
- 8.2.2 The Tenant shall conduct its business in such a manner as shall not interfere with, annoy or disturb any other tenant in the use and quiet enjoyment of such other tenant's tenancy or the conduct of such tenant's business or the Landlord in the management of the Building.
- 8.2.3 The Tenant shall not keep within the Premises any article of dangerous, inflammable, or explosive character which increases the danger of fire upon the Premises or which may be deemed "hazardous" by any reputable insurance company.
- 8.2.4 The sidewalks and entrances to the Premises and the Building of which the Premises form a part of the Building shall not be obstructed or encumbered by the Tenant or used for any purpose other than ingress and egress to and from the Premises.
- 8.2.5 The Tenant shall not engage in any activity at the Premises which directly or indirectly pose a hazard to the public health or to the health and safety of any person at or about the Premises or to the Building or to the

Premises.

8.2.6 The Tenant shall install, maintain and repair a grease trap on the Premises

9. **PREPARATION OF PREMISES FOR OCCUPANCY/CONDITION OF PREMISES/DELIVERY OF PREMISES**

9.1 **Condition of Premises**

By its execution of this Lease, the Tenant acknowledges that it has inspected the Premises to its satisfaction and accepts the Premises in their present condition "AS IS" as of the Term Commencement Date.

The Tenant further acknowledges that it has inspected the common areas of the Building which provide access to the Premises and the Building and by the execution of this Lease does warrant and represent to the Landlord that all of the same are satisfactory and acceptable to the Tenant in all respects.

Except for changes or modifications to the Building required by a change in any Federal, state or municipal law, code, rule or regulation not relating to any single tenant but to the Building as a whole, the cost of which shall be borne by the Landlord, the Tenant agrees that for as long as the Tenant remains in possession of the Premises, that it shall cause the Premises to be kept in compliance with any changes in any Federal, state or municipal laws, codes, rules and regulations relating to the Permitted Uses of the Premises at the Tenant's sole expense, and if the Tenant so fails to do so, then the Landlord may elect to terminate this Lease by written notice to the Tenant. To the extent that any alterations are required to be made subsequent to the execution of this Lease to make the Premises conform to any changes in any Federal, state or municipal laws, codes, rules and regulations relating to the Permitted Uses of the Premises, the Landlord shall notify the Tenant of such requirement and allow the Tenant a reasonable opportunity (not to exceed 30 days) to perform such work through licensed contractors approved by the Landlord. In the event that the Tenant fails to perform such work, then the Landlord may elect to have such work done by contractors of the Landlord's choice with the cost thereof to be due and payable by the Tenant within ten (10) days of receipt of invoices therefor, which sum shall be deemed additional rent, or declare the Tenant to be in default of its obligations under this Lease.

9.2 **Delivery of Premises**

Landlord shall use reasonable efforts to deliver the Premises to the Tenant on the Term Commencement Date. The failure to deliver the Premises to the Tenant by the Term Commencement Date shall not affect the validity of this Lease or the obligations of the Tenant hereunder nor be construed to extend the term of this Lease. If either (i) possession of the Premises or (ii) any improvements to be supplied by the Landlord pursuant to Section 9.1 hereof, if any, shall not have been supplied by the Term Commencement Date, the Landlord shall have

no liability to the Tenant by reason thereof.

The Tenant further acknowledges that it has inspected the common areas of the Building which provide access to the Premises, if any, and by the execution of this Lease does warrant and represent to the Landlord that to Tenant's knowledge the Premises will be in compliance with all applicable Federal, state, and municipal laws, codes, rules and regulations, including without limitation, the Americans with Disabilities Act and the Regulations of the Massachusetts Architectural Barriers Board, which relate to the Permitted Uses of the Premises.

10. ALTERATIONS

Tenant shall not make alterations or additions to the Premises except in accordance with plans and specifications therefor first approved by Landlord in writing which consent shall not be unreasonably withheld or delayed. The provisions of the preceding sentence shall not apply to alterations or additions which are non-structural and do not materially affect the base building mechanical systems and do not cost more than \$5,000.00, but Tenant shall advise Landlord of its intent to perform same before commencing work. Landlord shall not be deemed unreasonable for withholding approval of any alterations or additions which (a) involve or might materially affect any structural or exterior element of the Building, any area or element outside of the Premises, or any facility including all utilities serving any area of the Building outside the Premises, or (b) increase the cost of insurance or taxes on the Building unless Tenant first gives assurance acceptable to Landlord for payment of such increased cost and that such readaptation will be made prior to such termination without expense to Landlord. All alterations and additions shall be part of the Building unless prior to the commencement of such alteration or addition Landlord shall specify the same for removal at the termination of this Lease. Tenant shall provide to Landlord as-built drawings of the alterations or additions, whether or not Landlord's approval thereof was required, within thirty days after completion thereof. Tenant, before its work is started, shall: secure all licenses and permits necessary therefor; deliver to Landlord a statement of the names of all its contractors and subcontractors and the estimated cost of all labor and material to be furnished by them; take out and maintain during the course of construction of alterations or additions so-called Builder's Risk insurance issued by responsible companies qualified to do business in Massachusetts and covering loss by fire and other perils included in extended coverage endorsements for the full cost of the improvements on a completed value non-reporting form and naming Landlord as a additional insured; and cause each contractor to carry workmen's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees and comprehensive public liability insurance and property damage insurance with such limits as Landlord may reasonably require (naming Landlord and Landlord's managing agents as additional insureds) but in no event less than, with respect to public liability insurance \$2,000,000.00/ \$4,000,000.00 and with respect to property damage insurance \$500,000.00 as to the general contractor or design/builder and respective limits of \$1,000,000.00/\$2,000,000.00 and \$500,000.00 as to subcontractors (all insurance to be written in companies approved by Landlord and insuring Landlord and Tenant as well as the contractors), and to deliver to Landlord copies of all such licenses and permits and certificates of all such insurance. Tenant agrees to pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees, or independent contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach

to the Premises or the Property and immediately to discharge any such liens which may so attach or provide a bond covering such liens.

11. MAINTENANCE AND REPAIRS

Tenant shall not cause or permit waste, damage or injury to the Premises and Tenant shall maintain all portions of the Premises including, without limitation, all plate glass, gaskets and seals, plumbing, air conditioning, heating, electrical, HVAC, refrigeration and all other systems located within, or serving exclusively, the Premises in good condition in strict compliance with all federal, state and municipal statutes, codes, regulations and ordinances. The Tenant shall surrender the Premises to the Landlord at the end of the term of this Lease in as good condition as said Premises have been delivered by the Landlord to the Tenant at the Term Commencement Date and reasonable wear and tear and damage by uninsured fire and other casualty only excepted. Tenant shall provide for an HVAC maintenance service agreement with a licensed HVAC contractor acceptable to the Landlord and shall provide the monthly roof maintenance required under any warranty applicable thereto..

Unless provided by the Landlord for the Building (the Tenant's share of costs for which shall be borne by the Tenant pursuant to Section 4.3.2, the Tenant shall be responsible for the removal of snow and ice from walkways and sidewalks adjoining the Premises.

The Tenant shall maintain and repair, and replace as necessary (except, as to replacement only, during the last year of the later of the Initial Term or any Extended Term, as applicable) the HVAC unit which provides heat and air conditioning to the Premises. The Tenant shall be responsible for electricity and/or any other fuel consumed by such HVAC unit as provided in Section 5 of this Lease.

12. DAMAGE TO PREMISES/FIRE/CASUALTY/BUSINESS INTERRUPTION INSURANCE

12.1 Damage to Premises.

If the Premises or the Building shall be substantially damaged by fire or other casualty, the Landlord may elect to terminate this Lease. For as long as any fire, casualty, or taking renders the Premises substantially unsuitable for its intended use and Landlord has not elected to terminate this Lease, a fair and equitable adjustment of rent shall be made until the Premises are substantially restored to their condition prior to such fire, casualty or taking, except if such fire or casualty is due to the fault or negligence of the Tenant, there shall be no abatement of rent.

Such restoration shall be made by the Landlord subject to delays, which may arise by reason of adjustment of insurance, labor difficulties or the unavailability of materials, or delay due to other causes beyond the Landlord's control. Landlord shall not be liable for any inconvenience or annoyance to the Tenant or for injury to Tenant's business resulting from any such delay.

The Tenant may elect to terminate this Lease by written notice to Landlord if: (a) the Landlord fails to give written notice within thirty (30) days of said fire or casualty of its intention to restore the Premises, or (b) the Landlord fails to restore the Premises substantially to the condition existing prior to such fire or casualty within one hundred twenty (120) days after such fire or casualty.

The term "substantial damage" shall mean damage of such a character that cannot be reasonably expected to be repaired within sixty (60) days from the time of the commencement of such repair.

In no event shall the Landlord or any mortgagee be liable for restoration beyond the extent of available insurance proceeds. The Landlord's obligation to restore is further conditioned upon the holder of any mortgage on the land and/or Building releasing insurance proceeds for restoration. Any mortgagee's refusal to permit all such insurance proceeds to be utilized in the restoration of the Building shall permit the Landlord at the Landlord's election to terminate this Lease without further recourse by either Landlord or Tenant to the other.

Notwithstanding anything contained in this Section 12 to the contrary, if the unexpired portion of the Lease term remaining after the anticipated completion of restoration of the Premises is six months or less, the Landlord may terminate this Lease.

12.2 Business Interruption Insurance.

The Tenant shall maintain business interruption insurance for the Tenant's benefit at all times during the term of this Lease and shall make no claim against the Landlord for loss of income or business not covered by such insurance.

13. EMINENT DOMAIN

In the event that the whole of the Premises or the Building or land at which said Premises are located shall be condemned or taken in any manner by eminent domain, this Lease shall forthwith terminate as of the date of such taking or condemnation. In the event that only a portion of the Premises shall be so condemned or taken, then effective as of the date of such taking or condemnation, the basic annual rent shall be abated equitably and this Lease shall remain in full force and effect.

In the event that only a part of the Premises or the Building shall be so permanently condemned or taken, and (whether or not the Premises are directly affected) if such condemnation or taking is "substantial" as hereinafter defined, either the Landlord or the Tenant may by written notice to the other within sixty (60) days following the date on which Landlord's title has been divested by such authority, terminate this Lease. "Substantial" shall be defined to mean any condemnation or taking which: (a) results in the loss of access to the entrance to the Premises; or (b) results in the loss of the Tenant's use of fifteen (15%) percent or more of the

floor area of the Premises.

If neither the Landlord nor Tenant elects to terminate this Lease as aforesaid, this Lease shall be unaffected by such taking, except that the basic annual rent shall be abated equitably. In the event that only a part of the Premises shall be so condemned or taken and this Lease is not terminated as hereinbefore provided, Landlord will, with reasonable diligence and at its expense, restore the remaining portion of the Premises as nearly as practicable to the same condition as it was prior to such condemnation or taking, but only to the extent of condemnation proceeds available to Landlord.

In the event of any condemnation or taking of all or part of the Building or land upon which the Building is located, Landlord shall be entitled to receive the entire award in the condemnation proceedings, including any award made for the value of the estate vested by this Lease in the Tenant, and the Tenant hereby expressly assigns to the Landlord any and all right, title and interest of Tenant now or hereafter, arising in or to any such award or any part thereof except Tenant shall be entitled to any relocation costs awarded by reason of such condemnation or taking.

14. LANDLORD'S SERVICES

14.1 Repairs

Landlord shall keep and maintain the roof, exterior walls, structural floor slabs, columns, passenger elevator, any public stairways and corridors, and other common facilities of the Building in such condition and repair as the same are customarily kept and maintained by the Landlord. The Tenant acknowledges that it has examined and is satisfied with the condition and maintenance of all of the same. Notwithstanding the foregoing to the contrary, the Tenant shall provide the monthly maintenance of the roof as required by any warranty applicable thereto.

14.2 Energy Conservation

Landlord may institute such policies, programs, measures, rules and regulations as may be reasonably necessary, required, or expedient for the conservation or preservation of energy or energy services, or as may be necessary or required to comply with applicable federal, state and municipal codes, rules, regulations or standards and the Tenant shall cooperate in all such matters.

15. ACCESS

The Tenant shall have access to the Premises through hallways, stairways, the elevator, and other common areas of the Building at all times subject to those nondiscriminatory rules and regulations which may be promulgated by the Landlord from time to time.

16. SUBLEASE AND ASSIGNMENT

Tenant shall not (i) voluntarily, involuntarily or by operation of law assign, transfer, mortgage or otherwise encumber this Lease or any interest of Tenant herein, in whole or in part, nor (ii) sublet the whole or any part of the Premises or (iii) permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of the Landlord, which consent may be withheld in the Landlord's sole discretion. If the Tenant is a corporation or limited liability company, the transfer of a controlling shareholder or membership interest therein shall be deemed to be an assignment of this Lease. If the Tenant is a trust, the transfer of any beneficial interest in said Trust shall be deemed to be an assignment of this Lease. The consent by Landlord to an assignment or subletting in any one instance shall not relieve the Tenant from obtaining the express written consent of the Landlord to any future assignment or subletting of the whole or any part of the Premises. The acceptance of rent by the Landlord from any assignee, sublessee or other occupant of the Premises shall not be deemed a waiver of this covenant, or the acceptance of such assignee, sublessee or occupant as a tenant, or a release of the Tenant from the further performance by Tenant of the covenants in this Lease on the Tenant's part to be performed.

Any subletting or assignment shall be subject to and conditioned upon the following: (i) at the time of any proposed subletting or assignment, Tenant shall not be in default under any of the terms, provisions or conditions of this Lease; (ii) the sublessee or assignee shall occupy the Premises and conduct its business in accordance with the Permitted Uses and for no other purpose; (iii) if Landlord accepts the sublessee or assignee, as the case may be, the Tenant together with any guarantor hereof shall nonetheless remain liable for the Tenant's obligations pursuant to this Lease jointly and severally together with any sublessee or assignee and the principals of any such sublessee or assignee who shall also jointly and severally guaranty this Lease; (iv) prior to occupancy, Tenant and its assignee or sublessee shall execute, acknowledge and deliver to Landlord a fully executed counterpart of a written assignment of Lease or sublease, as the case may be, duly consented to by any guarantor of this Lease, upon such terms and conditions as the Landlord may reasonably require and which shall include the agreement that the assignee shall accept said assignment and assume and agree to perform all of the terms, conditions and covenants of this Lease and that the sublessee will agree to be bound by and to perform all of the terms, conditions and covenants of this Lease on the Tenant's part to be performed, including the payment of rent, additional rent and all other charges jointly and severally together with the Tenant named in this Lease. Such assignment or subletting shall be on the further condition that notwithstanding such assignment or subletting and the consent of Landlord thereto, neither Tenant nor any guarantor of the Tenant's obligations under this Lease shall be discharged or released from any liability hereunder and such obligations shall continue with the same force and effect as though no assignment or sublease had been made; (y) Tenant shall reimburse Landlord for its costs and reasonable attorneys' fees in connection with such assignment or subletting; and (z) there shall be paid to Landlord as additional rent hereunder an amount equal to seventy (70%) percent of the amount by which the sublet basic annual rent exceeds the basic annual rent required to be paid pursuant to Section 4 of this Lease.

17. SUBORDINATION

This Lease is subject and subordinate to all mortgages to any lender prior to or subsequent to the date of execution and delivery of this Lease and to all renewals, modifications, consolidations, replacements and extensions thereof. Within ten (10) days of the Landlord's request the Tenant shall promptly execute and deliver all such instruments as may be appropriate to subordinate this Lease to any mortgages executed by the Landlord which have all or any part of the land or Building at which the Premises are located as their subject and to all advances made pursuant to any such mortgage and to the interest thereon and to all renewals, replacements and extensions of any such mortgages or the indebtedness or obligations secured thereby. Upon Tenant's written request, Landlord shall request such present and future mortgagees to agree that the Tenant shall remain undisturbed under this Lease in the event of foreclosure if the Tenant is not in default of any of the terms and conditions of this Lease, but the failure of any such mortgagee to so agree shall not affect the obligations of the Landlord or the Tenant hereunder. At the request of Landlord, Tenant shall join in the execution of one or more subordination agreements requested by any mortgagee to evidence the subordination of this Lease to any such mortgage from time to time. If the Tenant fails, refuses or neglects for a period of ten (10) days from the sending of Landlord's request to execute a subordination agreement subordinating this Lease to any mortgage the Tenant shall be deemed by such failure, refusal or neglect to execute such subordination agreement to have constituted the Landlord as its attorney in fact with full power and authority to sign, seal, execute, acknowledge and deliver such subordination agreement on such terms as the Landlord may deem appropriate in the Tenant's name and behalf. Tenant's failure, refusal or neglect to execute any such subordination agreement shall be a default of the Tenant's obligations under this Lease.

18. RIGHTS OF LANDLORD ON TENANT'S DEFAULT

18.1 Events of Default.

18.1.1 If Tenant shall fail to timely perform any of the Tenant's obligations under this Lease to pay basic annual rent, additional rent, or any other charge hereunder and if such failure shall continue for seven (7) days after the sending of written notice by the Landlord to the Tenant of such failure and the Tenant has not cured the failure or failures so specified within seven (7) days of the Landlord's sending of such notice to the Tenant, or if the Tenant has failed to timely perform any of the Tenant's other obligations under this Lease such failure continuing for thirty (30) days after the sending of written notice by the Landlord to the Tenant of such failure and the Tenant has not cured the failure or failure so specified within thirty (30) days of the Landlord's sending of such notice to the Tenant, or

18.1.2 If any assignment shall be made by Tenant or any guarantor of Tenant's

obligations under this Lease for the benefit of creditors, or

- 18.1.3 If Tenant's leasehold interest shall be taken on execution, or
- 18.1.4 If a lien or other involuntary encumbrance is filed against Tenant's leasehold interest or Tenant's other property and is not discharged within forty five (45) days thereafter, or
- 18.1.5 If a petition is filed by the Tenant or any guarantor of the Tenant's obligations under this Lease for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or
- 18.1.6 If any involuntary petition under any of the provisions of said Bankruptcy Act is filed against Tenant or any guarantor of Tenant and such involuntary petition is not dismissed within forty-five (45) days thereafter,

then, and in case of any such foregoing event of default set forth in this Section 18.1.1 - 18.1.6, the Landlord may terminate this Lease by sending written notice of termination to the Tenant and Landlord and the Landlord's agents and servants lawfully may, in addition to and not in derogation of any remedies from any preceding breach of this Lease, immediately or at any time thereafter and without demand or notice and with or without process of law enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenant, the Tenant hereby waiving all statutory rights (including without limitation rights of redemption, if any, to the extent such right may be lawfully waived) and Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant, and if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

After the Landlord has given two (2) written notices of default to the Tenant within any twelve (12) month period during the term of this Lease or any extension of the term of this Lease, the Landlord shall be under no obligation to give any further notices of default to the Tenant.

The Tenant hereby waives its right to claim a trial by jury in any action brought with respect to this Lease.

In accordance with Massachusetts General Laws Chapter 186 Section 11A, Tenant waives any right to receive any fourteen (14) day notice to quit for nonpayment of rent it being the parties' intent that the terms of this Section 18 govern the termination of this Lease in case of Tenant's default.

18.2 Remedies

In the event that this Lease is terminated by reason of the Tenant's default of this Lease, Tenant covenants to pay to Landlord as compensation the total basic annual rent reserved for the unexpired remainder of the Term or extension of the Term of this Lease if any option to extend this Lease has been executed by the Tenant. In calculating the basic annual rent reserved there shall be included, in addition to basic annual rent, additional rent and other charges payable hereunder and the amount of all other considerations agreed to be paid or performed by Tenant pursuant to this Lease. Tenant further covenants as an additional and cumulative obligation after any such termination to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the next preceding sentence Tenant shall be credited with any amount of rent obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and grant such reasonable concessions and free rent as Landlord in considers advisable or necessary to relet the same; and (ii) make such alterations, repairs and decorations in the Premises as Landlord considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

Nothing contained in this Lease shall however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proven, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

18.3 Remedies Cumulative

All rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any one or more of such rights and remedies may be exercised at the same time insofar as permitted by law.

18.4 Landlord's Right to Cure Defaults

Landlord may, but shall not be obligated to, cure at any time any default by Tenant under this Lease ten (10) days after the sending of written notice by the Landlord to the Tenant of the Landlord's intention to cure such default, and whenever Landlord so elects, all costs and

expenses incurred by Landlord (including reasonable attorneys' fees) in curing a default shall be paid by Tenant to Landlord on demand; provided, however, that in the event of any emergency the Landlord may elect to cure Tenant's default without notice to the Tenant.

18.5 Effect of Waivers of Default

Any consent or waiver by the Landlord regarding any act or omission by the Tenant which otherwise would be a breach or default of any covenant, term or condition of this Lease, or any waiver by the Landlord of the breach or default by the Tenant of any covenant, term or condition contained in this Lease shall not in any way be construed to operate as a waiver or consent of such covenant, term or condition of this Lease in any other instance. The failure of Landlord to seek redress for breach of, or to insist upon the strict performance of, any covenant or condition of this Lease in any one instance shall not be deemed a waiver of such breach in any other instance. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed to be a waiver of such breach by Landlord unless such waiver is in writing signed by the Landlord. No consent or waiver, expressed or implied, by Landlord to or of any breach of any agreement or duty contained in this Lease by the Tenant on any one occasion shall be construed as a waiver or consent to or of any breach of the same or any other agreement or obligation by the Tenant hereunder on any other occasion.

18.6 No Accord and Satisfaction

At the Landlord's election, no acceptance by Landlord of a lesser sum than the basic annual rent, additional rent or any other charge then due hereunder shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy available in this Lease or at law to the Landlord.

19. TENANT'S FURTHER COVENANTS

The Tenant further covenants and agrees:

- 19.1 To timely perform all of the Tenant's obligations set forth in this Lease; to pay when due all basic annual rent, additional rent, and all charges which by the terms of this Lease are to be paid by the Tenant.
- 19.2 To pay all charges for utilities for which Tenant is responsible when due.
- 19.3 To use the Premises only for the Permitted Uses.
- 19.4 To pay all costs on demand for all loss or damage suffered or incurred by the Landlord caused by any nuisance or neglect suffered on the Premises due to the Tenant, and agents, employees, invitees or assigns.

- 19.5 At the Tenant's expense, to keep the interior of the Premises clean, neat and in good order, repair and condition, and to keep all glass clean and in good condition, and to replace any glass which may be broken with glass of the same quality unless the break was caused by an employee or contractor of the Landlord; to arrange for the disposal of rubbish at the Tenant's expense. Tenant shall not allow any debris or rubbish to be placed in any area visible to the public or be kept in the alleyway behind the Building or in common areas of the Building and shall keep such rubbish and debris within the premises until picked up by Tenant's rubbish collection contractor. Tenant shall bear the cost to remove Tenant's daily trash and to maintain the dumpster serving the Premises (acknowledging that other tenants in the Building may continue to use the dumpster as at present, at no cost.
- 19.6 To permit the Landlord and its agents to examine the Premises at reasonable times, and to show the Premises to prospective tenants commencing six months prior to the expiration of the term of this Lease, or, if the term of this Lease is extended as herein provided, show the Premises to prospective Tenants commencing six months prior to the expiration of such extension period.
- 19.7 To pay on demand Landlord's expenses, including attorneys' fees, incurred in enforcing any obligation of the Tenant under this Lease or in case of any default by the Tenant.
- 19.8 Not to injure, overload, deface or otherwise harm the Premises; not to commit any nuisance; not to permit the emission of any odor; nor make any use of the Premises which will increase the cost of the Landlord's insurance (unless Tenant pays for any such increased cost); not to sell or display merchandise in or store or dispose of trash or refuse on or otherwise obstruct any sidewalks, walkways or hallways.
- 19.9 Not to suffer or permit strip or waste to the land or the Building in which the Premises are located.
- 19.10 Not to permit or engage in any use or activity that may be deemed obnoxious to any other tenants in the Building or which interferes with any other tenant or invitee or which constitutes a violation of any federal, state or municipal law, regulation or ordinance or create a public or private nuisance.
- 19.11 Not to conduct any auction, fire, bankruptcy, or going-out-of-business sale, nor use or permit any sound apparatus for reproduction or transmission of music or sound which shall be audible beyond the physical interior of the Premises occupied by the Tenant.

- 19.12 At the expiration of the term or earlier termination of this Lease to surrender all keys to the Premises, to remove all of its movable trade fixtures and personal property in the Premises, to remove such installations made by it as Landlord may request and all Tenant's signs wherever located, to repair all damages caused by such removal and to yield up the Premises (including all installations or improvements made by Tenant except for such of said installations and improvements as Landlord shall request Tenant to remove), broom-clean and in the same good order and repair in which Tenant is obliged to keep and maintain the Premises by the provisions of the Lease. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises and for use and occupancy during the period after the expiration of the Term and prior to its performance of its obligations under this Section 19.12. Tenant shall further indemnify Landlord against all loss, cost and damage resulting from Tenant's failure and delay in surrendering the Premises as above provided.
- 19.13 Not to place any signs on or about the Premises that are visible from outside of the Premises without Landlord's prior written approval.
- 19.14 Not to place any equipment or other property on the roof of the Building without the Landlord's prior written approval.
- 19.15 Except for de minimus amounts of materials which are lawfully used in the ordinary course of the permitted uses and which materials shall be handled, stored and disposed of in accordance with all applicable statutes, regulations, standards, codes, laws and ordinances, not to permit the disposal or discharge of any waste or refuse, chemicals, oils, acids, or any other substances utilized by the Tenant in the conduct of its business at the Premises into the drains and plumbing system which serve the Premises and/or the Building it being agreed and understood that the drain and plumbing system serving the Premises and the Building are intended solely for the disposition of sanitary sewage.
- 19.16 To indemnify and hold the Landlord harmless (including Landlord's attorney's fees, costs and expenses) from any claim, loss or damage sustained by the Landlord by reason of the acts or neglect of the Tenant, the Tenant's invitees, employees, representatives, agents and independent contractors.
- 19.17 To comply with all regulations of the Board of Fire Underwriters or any such similar organization.

20. **RECORDING**

The Tenant agrees that it will not record this Lease and that any such recording shall constitute a default of this Lease entitling the Landlord to terminate this Lease.

21. **LANDLORD'S LIABILITY**

In no event shall the Landlord be liable to the Tenant for any consequential damages in connection with any act or neglect of the Landlord, its agents or servants.

Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that the monetary liability of any Landlord hereunder shall be limited to its equity in the Building and the land upon which the Building is located in the event of a breach by Landlord of any of the terms, covenants or conditions of this Lease to be performed by Landlord and the Tenant hereby agrees that any judgment it may obtain against Landlord as a result of a breach of any of the terms, covenants or conditions hereof by Landlord shall be enforceable solely against Landlord's equity in the Building and the land upon which the Building is located.

The Landlord shall never be deemed to be in default of the Landlord's obligations under this Lease unless written notice has been given by the Tenant to the Landlord specifying in detail the nature and extent of the alleged default by the Landlord under this Lease and the Landlord has failed to cure such default within thirty (30) days of receipt of such notice or, if such default is of a nature that cannot be cured within such thirty (30) days, that the Landlord has commenced reasonable efforts to cure such default within such thirty (30) day period and has continuously proceeded in its efforts to cure the same.

22. **FORCE MAJEURE**

In any instance where either party is required to do any act, or perform any obligation, condition or covenant under this Lease the time for the performance thereof shall be extended by a period equal to any delay caused by or resulting from any Acts of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, governmental regulations or other cause beyond such party's reasonable control, whether such times be designated by a fixed time or a "reasonable time". This clause shall not be applicable to any payment of rent or other charges due from the Tenant to the Landlord and to the Tenant's obligation to keep insurance coverages required by this Lease in force and effect at all times during the term of this Lease and any extension of the term of this Lease.

23. **MECHANICS' LIENS**

The Tenant shall not permit any mechanics' or materialmen's or other liens to affect the Premises, the Building or the land on which the Building is located for any labor or materials furnished the Tenant in connection with work of any character performed on said Premises by or at the direction of the Tenant. In the event such a lien is placed on the Premises or Building or land Tenant shall discharge such lien within ten (10) days of such lien attaching to the Premises. Tenant further agrees that it shall secure from all mechanics or materialmen a release of such lien prior to the commencement of any work to be done or material to be delivered at the Premises. Tenant shall notify Landlord of any work to be done, or building materials to be delivered to the Premises the cost of which will exceed \$1,000.00.

24. DEFINITIONS

The words "Landlord" and "Tenant" as used herein shall include their respective heirs, executors, administrators, successors, representatives, employees, assigns, invitees, agents and servants; the words "it", "he" and "him" where applicable shall apply to the Landlord or Tenant regardless of gender, number, corporate entity, trust or other entity. If more than one party executes this Lease as Tenant, the covenants, conditions and agreements of the Tenant shall be joint and several obligations of each party.

25. SEPARABILITY CLAUSE

If any provision in this Lease (or portion of such provision) or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

26. NOTICE

Any notices permitted or required under this Lease shall be in writing and, if to the Tenant, shall be sent by registered or certified mail, return receipt requested or by national carrier service with a receipt therefore, or by hand delivery with a receipt therefor to the Tenant at the Premises or to the Tenant's original address set forth in Section 1 of this Lease and, if to the Landlord, shall be sent by Certified Mail return receipt requested or by Registered Mail return receipt requested or by courier delivery with a receipt therefor to the Landlord at the Landlord's address set forth in Section 1 of this Lease, or to such other address as either party may specify to the other party hereto in the manner provided in this Section 26 for the sending of notices unless otherwise provided in this Lease. Unless otherwise specifically set forth in this Lease, notices shall be deemed to have been given upon sending.

27. COVENANT TO PAY RENT INDEPENDENT

The Parties to this Lease acknowledge that the Tenant's covenant to pay basic annual rent, additional rent and other charges under this Lease shall not be affected by any breach or

default by the Landlord of any of the Landlord's obligations hereunder and that any such breach of default by the Landlord of the Landlord's obligations under this Lease shall not excuse the Tenant from making payments of rent, additional rent and other charges when due.

28. BROKERAGE

Landlord and Tenant warrant and represent to each other that they have not dealt with any broker(s) in connection with the consummation of this Lease. . The Tenant shall indemnify and hold the Landlord harmless including the Landlord's attorneys fees, costs and expenses from any claim for any commission by any broker with respect to the leasing of the Premises by the Landlord to the Tenant.

29. HOLDING OVER

Any holding over by Tenant after the expiration of the term of this Lease shall be deemed a tenancy at sufferance at one and one-half times the basic annual rent and other charges set forth in this Lease and shall otherwise be on the terms and conditions set forth in this Lease, as far as the same are applicable, except that such holding over shall be on a month-to-month basis.

30. GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

31. LANDLORD'S EXPENSES

In case suit shall be brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any covenant herein contained on the part of Tenant to be kept or performed and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor, by the Landlord including Landlord's reasonable attorneys' fees.

32. ESTOPPEL CERTIFICATE

Tenant agrees within ten (10) days after request therefor by Landlord to execute in recordable form and deliver to the Landlord a certificate in writing certifying: (a) that this Lease is in full force and effect; (b) the date of commencement of the term of this Lease; (c) that rent is paid currently without any offset or defense thereto; (d) the amount of rent if any paid in advance; and (e) that there are no uncured defaults by Landlord or stating those claimed by Tenant provided that in fact such facts are accurate and ascertainable. Tenant's failure, refusal or neglect to provide such a certificate within the time herein provided shall constitute a default of the Tenant's obligations under this Lease. It is understood by the Tenant that the matters recited in any such certificate may be relied upon by others.

33. ATTORNNMENT

Tenant agrees that in the event of a sale, transfer or assignment of the Landlord's interest in the land and Building at which the Premises are located or any part thereof, including the Premises, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord covering the land and Building at which the Premises are located or any part thereof, including the Premises, or in the event of a cancellation or termination of any ground or underlying lease covering the land and Building at which the Premises are located or any part thereof, including the Premises, to attorn to and to recognize such transferee, purchaser, ground or underlying lessor or mortgagee as Landlord under this Lease.

34. SIGNS

All signs shall be of such size, color, design and style and at such location as shall be approved by Landlord in writing. No rights are granted to Tenant to use the outer walls or the roof of the Premises without Landlord's written consent. Landlord shall have the right to remove the signs or any of them at any time or from time to time during the term of this Lease, as may be necessary in order to paint or make any other repairs, alterations, or improvements in or upon said Premises or the Building herein same is situated, or any part thereof, providing the same be removed and replaced at Landlord's expense upon completion of said work.

Tenant shall not maintain or display any signs, lettering, or lights on the exterior of the Premises or any window thereof, which is visible from the exterior unless approved by Landlord in writing which approval shall not be unreasonably withheld. Any signs displayed on the exterior of the building by the Tenant or within the Premises which are visible from the exterior of the Premises shall comply with all applicable municipal, state and Federal laws, regulations and ordinances.

35. RULES AND REGULATIONS

Landlord may promulgate, adopt and enforce reasonable rules and regulations with respect to the land and Building and from time to time to amend or supplement said rules and regulations and the Tenant agrees to comply with such rules and regulations. Notice of such rules and regulations and amendments and supplements shall be given to Tenant and Tenant agrees to comply with and observe such rules and regulations and amendments thereto and supplements thereof.

36. TIME OF THE STRICT ESSENCE

All times set forth anywhere in this Lease shall be of the strict essence.

37. HAZARDOUS MATERIALS

The Tenant materially warrants and represents to the Landlord that no aspect of the

Tenant's use of the Premises involves the storage, consumption or use of hazardous materials or oils within the meaning of M.G.L. c.21E or applicable Federal Law. In the event that at any time during the term of this Lease there is any escape or discovery of hazardous materials or oils as such hazardous materials or oils are defined by M.G.L.c.21E or applicable Federal Law occurring at the Premises or within the Building which the Premises form a part or upon the land upon which said Building is located attributable to the Tenant or Tenant's use or occupation of the Premises the Tenant shall be solely responsible for the clean-up thereof and shall indemnify and hold the Landlord harmless from any penalties, judgments, fines, damages and any and all other claims of any governmental agency, individual or entity relating to or arising from or out of directly or indirectly any such escape or discovery of hazardous materials or oils such indemnification to include the Landlord's attorney fees, costs and expenses and any clean up and disposal costs which may be assessed to or paid by the Landlord.

38. EXPANSION OF BUILDING/CHANGE OF USE

38.1 Expansion of Building

The Tenant acknowledges that the Landlord may elect to expand or remodel the Building in which the Premises are located such expansion or remodeling to include, without limitation, the construction of one or more additional stories above the existing structure of the Building. Landlord agrees that in the event of such expansion or remodeling that it shall use its best efforts not to unreasonably interfere with the Tenant's use and occupation of the Premises. The Tenant expressly acknowledges that such expansion or remodeling may require the relocation or installation of structural members of and utilities within the Premises and consents thereto so long as such relocation or installation of structural members and/or utilities do not unreasonably interfere with the Tenant's use of the Premises.

38.2 Change of Use

The Landlord may elect to change the use of the entire Building or portions thereof at any time during this Lease. In such event, the Landlord may terminate this Lease upon at least one hundred eighty (180) days prior written notice to the Tenant and the Tenant shall be responsible for the payment of all rent, additional rent and other charges due under this Lease until the Tenant vacates the Premises.

39. AMENDMENT

No amendment to or termination of this Lease shall be of any force or effect unless in writing executed by Landlord and Tenant.

40. CAPTIONS

The captions delineating the sections of this Lease are used only as a matter of convenience and are not to be considered a part of this Lease nor to be used in determining the

intent of the parties to it.

41. COUNTERPARTS

This Lease is executed in multiple counterparts each of which shall have the force and effect of an original.

42. JOINT AND SEVERAL LIABILITY

The liability of the Tenant hereunder, if more than one, shall be joint and several.

43. PERSONAL PROPERTY AT TENANT'S RISK

The Tenant agrees and understands that all of the Tenant's records, materials, fixtures, equipment, effects and property of every kind, nature and description belonging to the Tenant and to all persons claiming by, through and under the Tenant which during the term of this Lease or any extension of the term of this Lease or any occupancy of the Premises by the Tenant or any person or entity claiming by, through or under the Tenant, may be on the Premises, shall be at the sole risk and hazard of the Tenant or such person claiming by, through or under the Tenant, and if the whole or any part of such property shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, or other pipes, by theft or due to any other cause, no part of such loss or damage shall be charged to or be borne by the Landlord.

The Tenant shall be solely responsible for the maintenance of insurance on the Tenant's property located at the Premises.

44. RELOCATION OF TENANT

N/A

45. JURISDICTION OF ACTIONS

The Landlord and Tenant agree for themselves and their successors and assigns that the exclusive venue and jurisdiction of any action brought with respect to this Lease shall be in the Courts of the Commonwealth of Massachusetts, the parties further agreeing that all claims, suits and disputes relating to this Lease shall be governed by the laws of the Commonwealth of Massachusetts. It is further agreed that service of process in any such action or actions may be made in accordance with Massachusetts General Laws Chapter 223A Section 6 (the "Long Arm Statute").

46. WHEN LEASE BECOMES BINDING

The employees or agents of the Landlord have no authority to make or agree to make a

Lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease or a reservation of or option for the Premises and this document shall become effective and binding only upon the execution and delivery of hereof by both Landlord and Tenant and the payment of any security deposit and advance rental required hereby. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by written agreement between Landlord and Tenant and no act or omission of any employee or agent of the Landlord shall alter, change or modify any of the provisions hereof.

47. **EXECUTION**

This Lease is executed by an officer or partner of the Landlord in his capacity as such. By the execution of this Lease, Tenant agrees that any remedy for any breaches of the Landlord's obligations shall be limited solely to the Building and land upon which the Building is located and no trustee, beneficiary, partner, officer, director, employee or agent of the Landlord or the Landlord's successors or assigns shall ever be personally liable in any way therefor.

48. **BUILDING DIRECTORY-DELETED**

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date set forth in the beginning of this Lease.

LANDLORD:

Witness

ROMA REALTY TRUST

By: _____
Nicolaos Pesirides, Trustee and not
individually

TENANT:

CEED. Corp.

By: _____
Edison Gutierrez, President

Witness

Cesar Gutierrez, Treasurer

EXHIBIT A

PLAN OF PREMISES TO BE INSERTED HERE

GUARANTY

THIS GUARANTY ("Guaranty") dated as of _____, 2022, is made by Edison Gutierrez of _____ Massachusetts and Cesar Gutierrez of _____ Massachusetts (collectively the "Guarantor"), jointly and severally, unconditionally guarantee, for the benefit of Nicolaos Peserides, Trustee of Roma Realty Trust ("Landlord"),

WHEREAS, pursuant to that certain lease (the "Lease"), dated as of the date hereof, CEED Corp. ("Tenant"), as tenant thereunder, has agreed to lease from Landlord, and Landlord has agreed to lease to Tenant, subject to the terms thereof, those certain premises located at 105 Chapel Street, Needham, Massachusetts (the "Demised Premises"), which Demised Premises is more particularly described in the Lease; and

WHEREAS, Guarantor has received, reviewed and approved the Lease and acknowledges that Landlord is not willing to enter into the Lease unless Guarantor enters into this Guaranty.

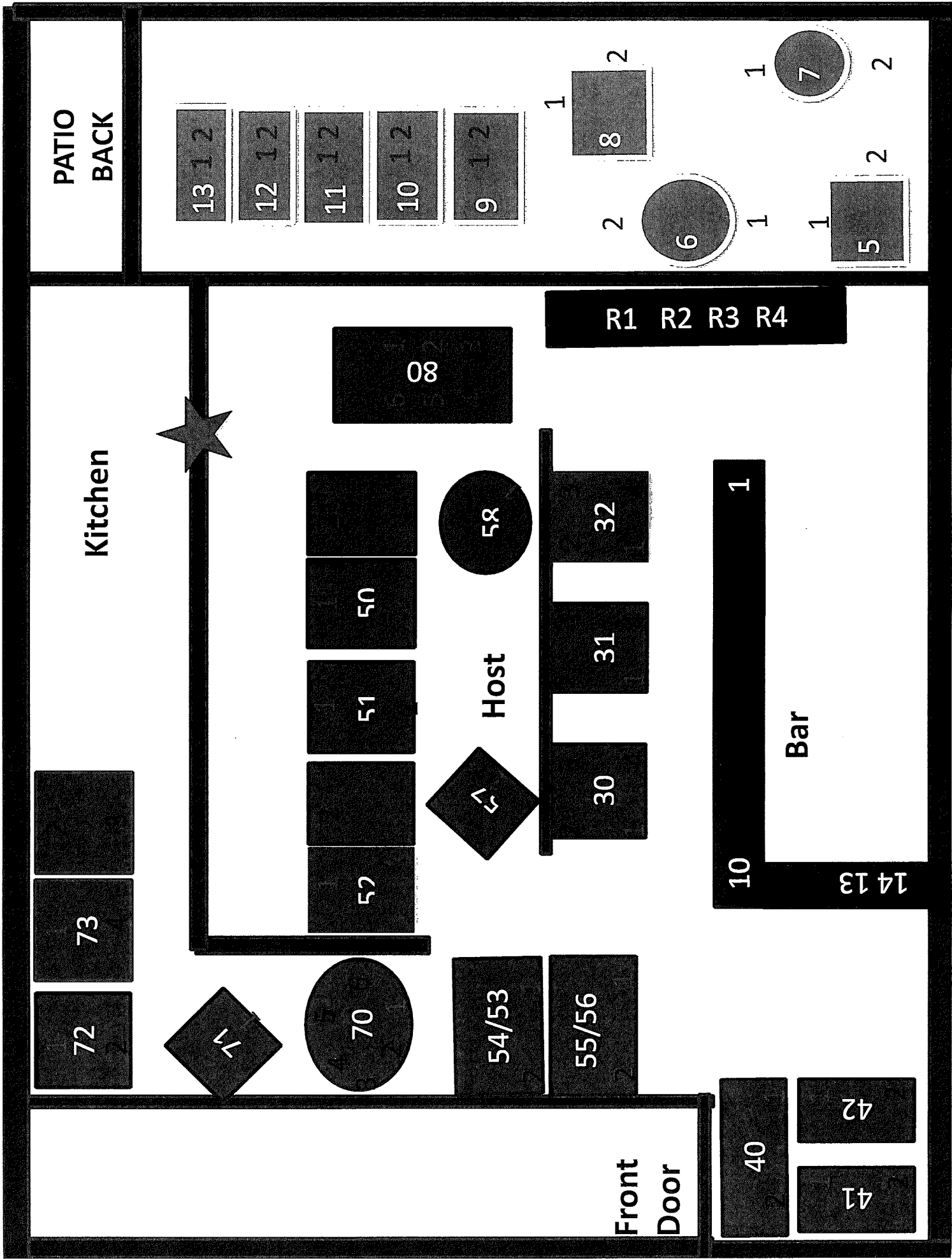
NOW THEREFORE, as a material inducement to Landlord to enter into the Lease, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Terms, Covenants and Conditions

1. Subject to the limitation set forth in Paragraph 2 below, Guarantor does hereby, on behalf of himself and his heirs, administrators, executors, successors and assigns, unconditionally and absolutely, jointly and severally, guarantee to Landlord and their heirs, executors, representatives, successors and assigns the full and timely payment, performance and observance of, and compliance with, all of the present and future terms, covenants, conditions and other obligations contained in the Lease on Tenant's part to perform, observe or comply with (such terms, covenants, conditions and other obligations being hereinafter referred to as the "Guaranteed Obligations"), without requiring any notice to Guarantor under this Guaranty of non-payment, non-performance, non-observance, or non-compliance, or proof, notice, or demand whereby to charge Guarantor therefor, all of which Guarantor hereby expressly waives, and Guarantor hereby further expressly covenants and agrees that neither the obligation nor the liability of Guarantor hereunder shall in any wise be terminated or otherwise affected, modified or impaired by reason of Landlord's assertion against Tenant of, or Landlord's failure to assert against Tenant, any of the rights or remedies available to Landlord pursuant to the Lease or allowed at law or in equity.

2. The Guaranteed Obligations and Guarantor's obligations and liabilities under this Guaranty shall include, the payment of all Rent and Additional Rent (including, in each instance, utility costs, Tenant's pro rata share of Common Area Charges, Real Estate Taxes and Insurance Costs) and all damages to which Landlord is entitled under the Lease, at law or in equity that may arise as a foreseeable or unforeseeable consequence of any non-payment, non-performance or non-observance of, or non-compliance with, any of the Guaranteed Obligations (including all reasonable attorneys' fee and disbursements and all litigation costs and expenses incurred or payable by Landlord or for which Landlord may be responsible or liable, or caused by any such non-payment, non-performance, non-observance, or non-compliance), without taking into account any modification, reduction or other

limitation that may occur pursuant to any bankruptcy, insolvency, or similar proceeding affecting Tenant; provided however, that so long as no Default by Tenant shall occur during the first five years of the Lease, Guarantor's liability for any Guaranteed Obligation(s) shall be limited to the period which expires upon the date of the expiration of the fifth (5th) year of the Lease. If a Default by Tenant shall occur during the first five years of the Lease, Guarantor's liability for any Guaranteed Obligation(s) shall continue for the entirety of the Initial Term and any extension thereto.





LEGAL NOTICE

Application for a Transfer of an All Alcoholic Liquor License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Ceed Corp, LLC d/b/a Cook, Deborah Paula, Manager, has applied for the transfer of a license to sell alcoholic beverages of the applied for as a Restaurant at 109 Chapel Street, Needham.

following kind: All Alcoholic beverages be held for said application on September 27, 2022, at 6:00 p.m. The Select Board invites all residents and interested parties to provide input at this meeting that will be held in person, Select Board Chambers, Town Hall and via Zoom.

Zoom Information: <https://us02web.zoom.us/j/88931474272?pwd=TFVDTd6ak1sT1RlNWFiZm4rYlp0dz09> Passcode: 866066 Webinar ID: 889 3147 4272 September 13, 2022

This legal notice is also posted on the Massachusetts Newspaper Publishers Association's (MNPA) website at <http://masspublicnotices.org/>

Select Board

Licensing Board for the Town of Needham

2x3 Town of Needham Legal Notice - 109 Chapel St 9-15-22

(9/15/2022 HTW)

parcelid	own1
199/047.0-0042-0000.0	FIRST PARISH IN NEEDHAM - UNITARIAN
199/047.0-0064-0000.0	KAPOOR, SORABH TR
199/047.0-0067-0000.0	KATZ, JEFFREY A. & GARY M., TRUSTEES
199/047.0-0069-0000.0	SDS NOMINEE TRUST
199/047.0-0070-0000.0	THE KINGSBURY BUILDING MASTER DEED
199/047.0-0070-0010.0	PERRON, DEAN R TR
199/047.0-0070-0034.0	MAURER, ALFRED L & SFORZA,JOHN,TRS
199/047.0-0070-0040.0	MAURER, ALFRED L. & SFORZA,JOHN TRS
199/047.0-0071-0000.0	SDS NOMINEE TRUST
199/050.0-0016-0000.0	15 HIGHLAND, LLC
199/050.0-0026-0000.0	S-BNK NEEDHAM CENTRE, LLC
199/051.0-0004-0000.0	1401/1417 HIGHLAND AVE., LLC
199/051.0-0017-0000.0	TOWN OF NEEDHAM
199/051.0-0030-0001.0	MARKELL, MARK
199/051.0-0030-0002.0	DOHERTY, JODY A
199/051.0-0030-0005.0	DASSE, KURT A. &
199/132.0-0002-0000.0	DENMARK LANE CONDOMINIUM
199/132.0-0002-0002.0	FRONGILLO, ANTHONY
199/132.0-0002-0006.0	MERKLE, CHRISTINE L. TR
199/132.0-0002-0008.0	COTELL, RICHARD &
199/132.0-0002-0016.0	ZIDE, SUZAN TR
199/132.0-0002-0020.0	KEANE, NORA M
199/132.0-0002-0028.0	ALIBER, JOANNE
199/047.0-0070-0042.0	MAURER, ALFRED L.& SFORZA,JOHN,TRS
199/050.0-0008-0000.0	BARTEN, T. PETER JR. &
199/050.0-0014-0000.0	GEORGACOPOULOS, TASOS, TR
199/050.0-0018-0000.0	NEW ENGLAND TELEPHONE & TELEG
199/050.0-0024-0000.0	EIP PICKERING STREET LLC
199/050.0-0027-0000.0	SULLIVAN, JAMES M, TRUSTEE
199/051.0-0003-0000.0	ANTON, CHARLES A. TR
199/051.0-0034-0253.0	GARDEN ST CONDOMINIUMS, LLC
199/051.0-0038-0000.0	PESCOSOLIDO, ROBERT &
199/051.0-0083-0000.0	TOWN OF NEEDHAM
199/051.0-0086-0000.0	NEEDHAM BANK
199/132.0-0002-0024.0	ROSSKAM, RICHARD H
199/132.0-0002-0032.0	DUFFY, HENRY &
199/132.0-0002-0034.0	ANTONELLIS, MARY R
199/047.0-0070-0028.0	GRAHAM, MARCIA A
199/051.0-0005-0000.0	PETRINI CORPORATION
199/051.0-0020-0000.0	EATON SQUARE REALTY LLC
199/051.0-0029-0000.0	COUTU, ANA C. &
199/051.0-0034-0251.0	DODDS, DEBORAH L.
199/047.0-0004-0000.0	TOMMASINO, ROBERT C, TR
199/047.0-0066-0000.0	KATZ, JEFFREY A. & GARY M., TRUSTEES,
199/047.0-0070-0032.0	MAURER, ALFRED L & SFORZA,JOHN,TRS
199/047.0-0070-0044.0	MAURER, ALFRED L. & SFORZA, JOHN TR

199/050.0-0005-0000.0	GIANNACOPOULOS, PETER +
199/051.0-0001-0000.0	TOWN OF NEEDHAM
199/051.0-0008-0000.0	TOWN OF NEEDHAM
199/051.0-0011-0000.0	THOMAS, DINA &
199/051.0-0031-0000.0	JULIEN, MARK V. &
199/051.0-0087-0000.0	FAN,CHING TA & MEI LING
199/132.0-0001-0000.0	KATSIKARIS, GEORGE, TR
199/132.0-0002-0012.0	COFIELD, JULIE F. &
199/132.0-0002-0014.0	HEFFERNAN, LAWRENCE P. &
199/001.0-9999-9998.0	MASS BAY TRANSPORTATION AUTHORITY
199/047.0-0062-0000.0	SIMON II ASSOCIATES LIMITED PARTNERSHIP
199/047.0-0070-0022.0	GRAHAM, MARCIA A
199/047.0-0070-0030.0	MAURER, ALFRED L.& SFORZA,JOHN TRS
199/050.0-0004-0000.0	ROMAN CATHOLIC ARCHDIOCES OF BOSTON
199/050.0-0022-0000.0	1478 HIGHLAND AVENUE CO., LLC
199/050.0-0025-0000.0	SULLIVAN, JAMES M, TRUSTEE
199/050.0-0028-0000.0	HARTMAN, FREDERICK M TR
199/051.0-0006-0000.0	53 CHAPEL STREET LLC
199/051.0-0023-0000.0	EATON SQUARE REALTY LLC
199/051.0-0030-0000.0	BROWNE-WHITNEY, LLC
199/051.0-0035-0000.0	LUCEY, JOHN P. & JANET M. TRS
199/051.0-0039-0000.0	KRECHTING, CHRISTOPHER
199/051.0-0084-0000.0	MBTA
199/132.0-0002-0010.0	JOU, JULIUS
199/132.0-0002-0018.0	OBERMAN, DAVID A
199/132.0-0002-0022.0	FORRESTER, EDITH B.
199/047.0-0070-0012.0	PERRON, STEPHEN D
199/047.0-0070-0024.0	GRAHAM, MARCIA A
199/047.0-0070-0026.0	GRAHAM, MARCIA A
199/051.0-0007-0000.0	THE GATTO FAMILY LIMITED PARTNERSHIP
199/051.0-0030-0006.0	ROGERS, MICHAEL S. & TANYA
199/051.0-0032-0000.0	CLAFLIN, BRUCE B. & JEAN E
199/051.0-0033-0000.0	MINNICH, HERBERT DARREL &
199/132.0-0002-0030.0	SIMCOKE, JAMES W. & SIMCOKE, EMILY M., TRS
199/132.0-0003-0000.0	KATSIKARIS, PETER & PAUL, TRUSTEES
199/047.0-0063-0000.0	SIMON II ASSOCIATES LLC
199/047.0-0065-0000.0	FIRST OF MANY, LLC
199/047.0-0068-0000.0	SULLIVAN, JAMES M, TRUSTEE
199/050.0-0015-0000.0	TOPLIFF STREET ASSOCIATES LIMITED PARTN
199/051.0-0002-0000.0	1451 HIGHLAND AVE LLC
199/051.0-0009-0000.0	PESIRIDIS, NICHOLAS, TRS
199/051.0-0010-0000.0	HEFFERNAN, MICHAEL A. &
199/051.0-0030-0004.0	MILLER, STEVEN V. &
199/051.0-0034-0000.0	GARDEN STREET CONDOMINIUMS LLC
199/132.0-0002-0004.0	PHILLIPS, ARTHUR P. & FRANCES G. TRS
199/047.0-0058-0000.0	TOWN OF NEEDHAM
199/047.0-0059-0000.0	GREYMONT, ALFRED W. TR

199/047.0-0070-0020.0	BERGER, BRUCE & BORNSTEIN, GLENN
199/050.0-0013-0000.0	NATHAN, JOSHUA &
199/051.0-0022-0000.0	THE NEEDHAM BANK
199/051.0-0024-0000.0	SHANKAR, VIDYA &
199/051.0-0030-0003.0	FREEDMAN, LAURENCE A., TR &
199/051.0-0037-0000.0	PHILNORSTAN REALTY LLC
199/132.0-0002-0026.0	POOLEY, CHRISTOPHER

own2	careof	addr1	addr2
GREAT REALTY TRUST		23 DEDHAM AVE	
AJ REALTY TRUST		990 GREAT PLAIN AVE	
DOUGLAS SALAMONE		1004 GREAT PLAIN AVE	
C/O GREENE,RUBIN,MILLER & PACINO		2 AVA	
C/O DAVID R COX ESQ		1340 SOLDIERS FIELD ROAD	
		60 DEDHAM AVE	
		1340 SOLDIERS FIELD RD	
		1340 SOLDIERS FIELD RD	
DOUGLAS SALAMONE		2 AVA	
		800 BOYLSTON ST SUITE 1390	
		961 GREAT PLAIN AVE	
		43 CHARLES ST	
PARKING LOT		1471 HIGHLAND AVE	
		217 GARDEN ST	
		207 GARDEN ST	
DASSE, PRISCILLA S		213 GARDEN ST, UNIT 5	
ATT: RACHEL C. CHAFFEY #16 MASTER DEED		0 DENMARK LN	
		2 DENMARK LN	
MERKLE REALTY TRUST OF 2000		6 DENMARK LN	
COTELL, JENNIFER		8 DENMARK LN	
SUSAN K ZIDE 2017 REVOCABLE TRUST		16 DENMARK LN	
		20 DENMARK LN	
		28 DENMARK LN	
		1340 SOLDIERS FIELD RD	
BARTEN, DEBORAH J		13 PICKERING PL	
ARGYRIOS & SONS REALTY TRUST		165 PALMER ST	
		P O BOX 2749	
		PO BOX 1083	
		PO BOX 850918	
HIGHLAND 1433 REALTY TRUST		500 CLARK ROAD	
		945 GREAT PLAIN AVE STE 18	
RITZ, AINSLIE		25 GLENDON RD	
		1471 HIGHLAND AVE	
ATTN: ACCOUNTING DEPARTMENT		1063 GREAT PLAIN AVE	
		28 DENMARK LN	
DUFFY, EMILY		68 DONNA RD	
		34 DENMARK LN	
		205 SOUTH ST	
		187 ROSEMARY ST	
		1063 GREAT PLAIN AVE	
COUTU, DANIEL J		193 GARDEN ST	
		251 GARDEN ST	
		907 MASSACHUSETTS AVE	
AJ REALTY TRUST		1004 GREAT PLAIN AVE	
		1340 SOLDIERS FIELD RD	
		1340 SOLDIERS FIELD RD	

TZOUROS, NESTOR, TRUSTEES
TOWN HALL
PARKING LOT
THOMAS, TRIANTOS
JULIEN, KAREN S

G & K REALTY TRUST
COFIELD, JOSEPH E
HEFFERNAN, SUZANNE M

FAK NEEDHAM REALTY TRUST

LUCEY FAMILY TRUST
KRECHTING, REBECCA M

CLAFLIN GARDEN TRUST
MINNICH, JUNE LOUISE
SIMCOKE FAMILY TRUST
P & P REALTY TRUST

ROMA REALTY TRUST
HEFFERNAN, ELIZABETH A., TRS
MILLER, LINDA C

DENMARK 4 REALTY TRUST
PARKING LOT
ALFRED W. GREYMONT REVOCABLE TRUST

11 EDGEWATER DR
1471 HIGHLAND AVE
1471 HIGHLAND AVE
198 CURVE ST
43 GLENDON RD
16 CURVE ST
15 MANOR AVE
12 DENMARK LN
14 DENMARK LN
10 PARK PLAZA
10 NEWBURY ST
205 SOUTH ST
1340 SOLDIERS FIELD RD
1382 HIGHLAND AVE
PO BOX 1159
P. O. BOX 850918
919 GREAT PLAIN AVE
80 NEPONSET AVE
1063 GREAT PLAIN AVE
8 BONWOOD RD
261 GARDEN ST
35 GLENDON RD
10 PARK PLAZA
10 DENMARK LN
18 DENMARK LN
22 DENMARK LN UNIT 22
36 WHITTEMORE AVE
205 SOUTH ST
205 SOUTH ST
85 CHAPEL ST
215 GARDEN ST
229 GARDEN ST
235 GARDEN ST
30 DENMARK LN
15 MANOR AVE
10 NEWBURY ST
P.O. BOX 281
PO BOX 850918
800 BOYLSTON ST SUITE 1390
800 BOYLSTON ST STE 1390
1732 LIBERTY ST
18 GANNETT RD
209 GARDEN ST
945 GREAT PLAIN AVE STE 18
4 DENMARK LN
1471 HIGHLAND AVE
PO BOX 149

REAL ESTATE

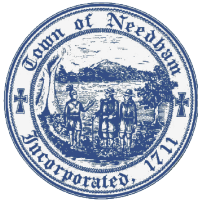
SMOKEY RE TRUST
ENGEL, AMY
ATTN: ACCOUNTING DEPARTMENT
HAMLIN, DANIEL M
FREEDMAN, SUSAN L., TR

1034 GREAT PLAIN AVE
14 PICKERING PL
1063 GREAT PLAIN AVE
210 MAY ST
211 GARDEN ST
10 NEWBURY ST
26 DENMARK LN

cityname	statecode	zip
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
MILLIS	MA	02054-
BOSTON	MA	02135-
NEEDHAM	MA	02492-
BRIGHTON	MA	02135-
BRIGHTON	MA	02135-
MILLIS	MA	02054-
BOSTON	MA	02199-
NEEDHAM	MA	02492-
NEEDHAM	MA	02494-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
BRIGHTON	MA	02135-
NEEDHAM	MA	02492-
ARLINGTON	MA	02474-
ADDISON	TX	75001-
HICKSVILLE	NY	11802-1083
BRAINTREE	MA	02184-0918
TEWKSBURY	MA	01876-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02494-
NEEDHAM	MA	02492-
MEDFIELD	MA	02052-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
CAMBRIDGE	MA	02139-
NEEDHAM	MA	02492-
BRIGHTON	MA	02135-
BRIGHTON	MA	02135-

NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
DEDHAM	MA	02026-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
WELLESLEY	MA	02482-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
BOSTON	MA	02116-
BOSTON	MA	02116-
MEDFIELD	MA	02052-
BRIGHTON	MA	02135-
NEEDHAM	MA	02492-
DEERFIELD	IL	60015-
BRAINTREE	MA	02184-0918
NEEDHAM	MA	02492-
DORCHESTER	MA	02122-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
BOSTON	MA	02116-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEWTON	MA	02458-
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MEDFIELD	MA	02052-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
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NATICK	MA	01760-
BRAINTREE	MA	02184-0918
BOSTON	MA	02199-
BOSTON	MA	02199-
BRAINTREE	MA	02184-
NATICK	MA	01760-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
TUFTONBORO	NH	03816-

NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
NEEDHAM	MA	02492-
BOSTON	MA	02116-
NEEDHAM	MA	02492-

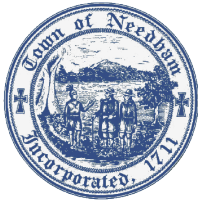


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 9/27/2022

Agenda Item	Legal Counsel Discussion
Presenter(s)	Kate Fitzpatrick, Town Manager Nick Anastasopoulos, Labor Counsel, Mirick O'Connell

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Labor Counsel Nick Anastasopoulos will meet with the Board to discuss the services provided by his firm. Nick is a member of the Firm's Labor, Employment and Employee Benefits Group and former chair of the Higher Education Group. His practice includes traditional private and public-sector labor law, litigation of employment disputes, and counseling on labor, employment and human resource matters. Nick regularly counsels clients on traditional labor issues, including election campaigns, complex contract formation disputes, grievance adjustment and arbitration, unfair labor charges, strikes, picketing, and other work stoppage issues and reduction-in-force planning. Nick has negotiated over 175 collective bargaining agreements and successfully represented public sector/public safety clients at the JLMC. He has appeared before numerous state and federal agencies including the National Labor Relations Board, the Massachusetts Division of Labor Relations, the Equal Employment Opportunity Commission, Massachusetts Commission Against Discrimination and the Occupational Safety and Health Administration. Prior to joining the Firm, Nick was labor counsel for the City of Boston and an Assistant District Attorney in Suffolk County. Bar and Court Admissions include Massachusetts, U.S. Court of Appeals for the First Circuit, and U.S. District Court for Massachusetts	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion Only.	
3.	BACK UP INFORMATION ATTACHED



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

MEETING DATE: 9/27/2022

Agenda Item	Emery Grover Project Update
Presenter(s)	Dan Gutekanst, Superintendent of Schools Hank Haff, Director of Design & Construction Stuart Chandler, PPBC Chair

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Emery Grover Project Team and Board and Committee members will discuss the status of the Emery Grover Project and Town Meeting Plans.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion Only.	
3.	BACK UP INFORMATION ATTACHED

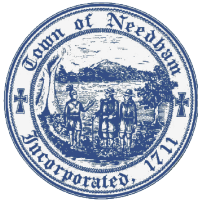


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 9/27/2022

Agenda Item	Special Stabilization Funds
Presenter(s)	Kate Fitzpatrick, Town Manager David Davison, Assistant Town Manager/Finance

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
A subgroup of the Finance Committee met with Town staff to discuss the existing special stabilization funds purposes and targets. All stabilization funds authorized under state law (M.G.L. c. 40 Section 5B) require a Town Meeting action to put funds into or take funds out of a stabilization fund. There has been a general sense that the purpose of the funds needed review and update in terms of purpose and amounts. Over the summer we met with a subgroup of the Finance Committee (Chair, Vice Chair, and member) to discuss. The Town has four designed special stabilization funds: Athletic Facility Improvement Fund (AFIF), Capital Facility Fund (CFF), Capital Improvement Fund (CIF), and the Debt Service Stabilization Fund (DSSF). The discussions were focused on the first three funds, AFIF, CFF, and CIF. We are exploring changes to the DSSF structure and purpose which will be brought forward with the Facility Financing Summary update that will be done for November.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> TBD	
3.	BACK UP INFORMATION ATTACHED



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

MEETING DATE: 9/27/2022

Agenda Item	Positions on Warrant Articles
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will review articles on the Special Town Meeting Warrant.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Board vote to support (not to support) article _____ in the Special Town Meeting Warrant.	
3.	BACK UP INFORMATION ATTACHED
a. Draft Special Town Meeting Warrant 9.23.2022 b. Status of Articles as of 9.23.2022	

TOWN OF NEEDHAM



SPECIAL TOWN MEETING WARRANT

MONDAY, OCTOBER 24, 2022

7:30 P.M.

JAMES HUGH POWERS HALL, NEEDHAM TOWN HALL

1471 HIGHLAND AVENUE

DRAFT 9.23.2022

Additional information on particular warrant articles will be made available from time to time at www.needhamma.gov/townmeeting during the weeks leading up to the Special Town Meeting.

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

To either of the constables in the Town of Needham in said County, Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify the qualified Town Meeting Members of the Town of Needham to meet in the Needham Town Hall on:

MONDAY, THE TWENTY FOURTH DAY OF OCTOBER 2022

At 7:30 in the afternoon, then and there to act upon the following articles:

HUMAN RESOURCE ARTICLES

ARTICLE 1: FUND COLLECTIVE BARGAINING AGREEMENT – BUILDING CUSTODIAN & TRADES INDEPENDENT ASSOCIATION (BCTIA)

To see if the Town will vote to fund the cost of items contained in a collective bargaining agreement between the Town and the Building Custodian and Trades Independent Association by authorizing the Town Manager to transfer a sum necessary to fund the cost items contained in the agreement from the fiscal year 2023 Classification, Performance, and Settlements line to the appropriate lines in the Operating Budget for fiscal year 2023 and fiscal year 2024; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:
PERSONNEL BOARD RECOMMENDS THAT:

Article Information: At the time of the printing of the warrant, the parties had not reached agreement on this contract.

ARTICLE 2: FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM INDEPENDENT PUBLIC EMPLOYEES ASSOCIATION

To see if the Town will vote to fund the cost of items contained in a collective bargaining agreement between the Town and the Needham Independent Public Employees Association by authorizing the Town Manager to transfer a sum necessary to fund the cost items contained in the agreement from the Classification, Performance and Settlements line to the appropriate lines in the Operating Budget for fiscal year 2023; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

PERSONNEL BOARD RECOMMENDS THAT:

Article Information: At the time of the printing of the warrant, the parties had not reached agreement on this contract.

FINANCE ARTICLES

ARTICLE 3: AMEND THE FY2023 OPERATING BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2023 Operating Budget adopted under Article 10 of the 2022 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
2	Debt Service	\$20,198,294	\$20,366,317

or take any other action relative thereto.

INSERTED BY: Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information:

ARTICLE 4: AMEND THE FY2023 SEWER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2023 Sewer Enterprise Fund adopted under Article 11 of the 2022 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
201D	MWRA Assessment	\$6,822,134	\$6,760,857

or take any other action relative thereto.

INSERTED BY: Select Board & Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The final MWRA Sewer Assessment was received after the approval of the

FY2023 Sewer Enterprise Fund Budget at the 2022 Annual Town Meeting. The final assessment is \$61,277 lower than the initial assessment and the budget has been reduced accordingly.

ARTICLE 5: AMEND THE FY2023 WATER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2023 Water Enterprise Fund adopted under Article 12 of the 2022 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
301A	Salary & Wages	\$1,492,528	\$1,503,306

or take any other action relative thereto.

INSERTED BY: Select Board & Finance Committee

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The proposed \$10,778 increase to the Water Enterprise Fund Budget will fund salary increases for non-union personnel. The amount of the general wage increase was not yet available when the budget was approved at the 2022 Annual Town Meeting.

ARTICLE 6: APPROPRIATE TRANSPORTATION IMPROVEMENT FEES

To see if the Town will vote to appropriate funds from the Commonwealth Transportation Infrastructure Fund in the amount of \$9,507.40 for the purpose of transportation infrastructure improvements, said sum to be spent under the direction of the Town Manager; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: Chapter 187 of the Acts of 2016 established a Commonwealth Transportation Infrastructure Fund. Each Transportation Network Company (such as Uber and Lyft) is assessed \$0.20 per ride to fund transportation improvements. One-half of the amount received from the Fund is to be distributed proportionately to each city and town based on the number of rides that originated in that city or town. The distributed funds must be used to address the impact of transportation network services on municipal roads, bridges and other transportation infrastructure or any other public purpose substantially related to the operation of transportation network services in the city or town. Funding for Transportation Improvements will be allocated to pedestrian and bicycle safety initiatives unless circumstances require otherwise.

ARTICLE 7: APPROPRIATE FOR NEEDHAM CLIMATE ACTION PLANNING

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$55,000 for the purpose of funding the development of a Climate Action Plan for the Town of Needham, to be spent under the direction of the Town Manager and to meet this appropriation that said sum be raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: This request would fund a consultant to work in partnership with the Climate Action Plan Committee (CAPC) to provide services related to the coordination and development of the Needham Climate Action Plan. In September, 2021 The Select Board created the CAPC to guide the Town in developing a plan that meets or exceeds the State's climate mitigation and resilience goals. The Committee was asked to make recommendations to the Select Board on approval of a Climate Action Plan (CAP). In addition, the October 25, 2021 Special Town Meeting approved a resolution asking the Select Board to consider a number of climate change initiatives. The nine-member committee has conducted regular meetings since April 2022, researched peer community climate action plans, and has developed a draft outline plan. The plan will need to be expanded upon with greater community input and research. The consultant will provide technical expertise needed to validate the recommendations and finalize the Climate Action Plan.

ZONING ARTICLES

ARTICLE 8: AMEND ZONING BY-LAW – SCHEDULE OF USE REGULATIONS BREW PUB AND MICROBREWERY

To see if the Town will vote to amend the Zoning By-Law as follows:

In Section 1.3 Definitions, by adding the following after the existing definition of “Basement” and before the existing definition of “Building (or part or parts thereof)”:

“**Brew Pub** – Eat-in restaurant, licensed under relevant local, state and federal statutes to produce and sell malt beverages at the location, whose primary business is the preparation and sale of food to be consumed on the premises, and whose accessory business is the production of malt beverages, including beer and ales, which may include packaging of such beverages and on-premises sale of such beverages for consumption on or off the premises. Malt beverages produced on the premises may be sold to other establishments in compliance with relevant state and federal statutes and regulations, but such sales shall not exceed 40 percent of the establishment's production capacity. Accessory outdoor dining and live indoor entertainment is allowed if otherwise permitted in the zoning district in which the brew pub is located, if and as permitted by its license.”

2. In Section 1.3 Definitions, by adding the following after the existing definition of “Medical Services Building,” and before the existing definition of “Mixed-Use Building”:

“Microbrewery - A facility, licensed under relevant local, state and federal statutes, for the production and packaging of malt beverages, including beer and ales, for retail sale and for consumption on or off the premises or wholesale distribution, with a capacity and production of not more than fifteen thousand (15,000) barrels per year (a barrel being equivalent to thirty-one (31) gallons), and which may include as an accessory use preparation and/or sale of food for on-premises consumption or for take-out. Any such facility may also provide samples limited in size, provided that such sampling is allowed under relevant local, state, and federal statutes, regulations and licenses issued thereunder. The facility may host marketing events, special events, and/or factory tours. The facility may include as an accessory use an eat-in or take-out restaurant that may include outdoor dining, which restaurant may occupy more than half of the area of the facility and may include live indoor entertainment if otherwise permitted in the zoning district in which the microbrewery is located, if and as permitted by its license.”

3. In Section 3.2, Schedule of Use Regulations, Subsection 3.2.2, Uses in Business, Chestnut Street Business, Center Business, Avery Square Business and Hillside Avenue Business Districts, by inserting immediately below the row that reads “medical clinic” a new entry, which shall read as follows:

<u>“USE</u>	<u>B</u>	<u>CSB</u>	<u>CB</u>	<u>ASB</u>	<u>HAB</u>
Brew Pub	SP	SP*	SP	SP	N

*Applies only to the portion of the Chestnut Street Business District that is west of Chestnut Street and south of Keith Place, otherwise N.”

4. In Section 3.2, Schedule of Use Regulations, Subsection 3.2.1, Uses in the Rural Residence-Conservation, Single Residence A, Single Residence B, General Residence, Apartment A-1, Apartment A-2, Apartment A-3, Institutional, Industrial, and Industrial-1 Districts, by inserting immediately below the row that reads “medical clinic” a new entry, which shall read as follows:

<u>“USE</u>	<u>RRC</u>	<u>SRB</u>	<u>GR</u>	<u>A-1,2</u>	<u>I</u>	<u>IND</u>	<u>IND-1</u>
	<u>SRA</u>			<u>&3</u>			
Brew Pub	N	N	N	N	N	SP*	N
Microbrewery	N	N	N	N	N	SP**	SP

*Applies only to the Industrial District any portion of which is located within 150 feet of the Arbor Street boundary and the Industrial District that is located east of Rte. 95/128, otherwise N.

**Applies only to the Industrial District that is located east of Rte. 95/128, otherwise N.”

5. In Section 3.2.4 Uses in the New England Business Center District, Subsection 3.2.4.2 Uses Permitted by Special Permit, by adding a new paragraph (k) that states “Microbrewery, allowable only in the portion of the New England Business Center District located west and south of Second

Avenue.” and new paragraph (l) that states “Brew Pub, allowable only in the portion of the New England Business Center District located west and south of Second Avenue.”

6. In Section 3.2.5, Uses in the Highland Commercial-128 District, Subsection 3.2.5.2, Uses Permitted by Special Permit, by adding a new paragraph (q) that states “Microbrewery, allowable only in the portion of the Highland Commercial-128 District located a) north of Highland Avenue and b) south of Highland Avenue and west of Second Avenue.” and a new paragraph (r) that states “Brew Pub, allowable only in the portion of the Highland Commercial-128 District located a) north of Highland Avenue and b) south of Highland Avenue and west of Second Avenue.” and by renumbering former paragraphs (q), (r) and (s) as paragraphs (s), (t) and (u) respectively.
7. In Section 3.2.6, Uses in the Mixed Use-128 District, Subsection 3.2.6.2, Uses Permitted by Special Permit, by adding a new paragraph (k) that states “Microbrewery” and a new paragraph (l) that states “Brew Pub” and by renumbering former paragraphs (k), (l) as paragraphs (m) and (n) respectively.

Or take any other action relative thereto.

INSERTED BY: Planning Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: Article 1 provides for the establishment of Brew Pubs and Microbreweries within Needham. The Needham Zoning By-Law does not currently have any provisions for Brew Pubs or Microbreweries and because the noted uses are not specifically identified as permissible, they are prohibited. Accordingly, the proposed zoning amendment seeks to introduce Brew Pubs and Microbreweries as permitted uses in Needham and takes the following approach: 1) defines the terms “Brew Pub” and “Microbrewery”; 2) identifies the zoning districts in which a Brew Pub and/or Microbrewery will be allowed; and 3) establishes that a Brew Pub and Microbrewery will only be allowed by special permit either from the Planning Board or the Zoning Board of Appeals.

Brew Pub Definition. A Brew Pub is a hybrid between a restaurant and a Microbrewery. It sells at least 60% of its beer on-site with significant food services. At a Brew Pub the beer is primarily brewed for sale in the restaurant. Brew Pubs may sell beer to go or distribute to some off-site destinations. Under the proposed amendment a Brew Pub is defined as an eat-in restaurant, licensed under relevant local, state and federal statutes to produce and sell malt beverages at the location, whose primary business is the preparation and sale of food to be consumed on the premises, and whose accessory business is the production of malt beverages, including beer and ales, which may include packaging of such beverages and on-premises sale of such beverages for consumption on or off the premises. Malt beverages produced on the premises may be sold to other establishments in compliance with relevant state and federal statutes and regulations, but such sales shall not exceed 40 percent of the establishment’s production capacity. Accessory outdoor dining and live indoor entertainment is allowed if otherwise permitted in the zoning district in which the brew pub is located, if and as permitted by its license.

Microbrewery Definition. A Microbrewery is a brewery that produces 15,000 barrels or less of beer per year. A Microbrewery completes its primary sales using one or more of the following approaches: (1) Three-tier system: The brewer sells to a wholesaler who sells to a retailer who sells to the consumer; (2) Two-tier system: The brewer acts as a wholesaler and sells to the retailer who sells to the consumer. (3) Direct Sales: The brewer sells directly to the consumer for on-site consumption and/or for carry-out. Under the proposed amendment a Microbrewery is defined as a facility, licensed under relevant local, state and federal statutes, for the production and packaging of malt beverages, including beer and ales, for retail sale and for consumption on or off the premises or wholesale distribution, with a capacity and production of not more than fifteen thousand (15,000) barrels per year (a barrel being equivalent to thirty-one (31) gallons), and which may include as an accessory use preparation and/or sale of food for on-premises consumption or for take-out. Any such facility may also provide samples limited in size, provided that such sampling is allowed under relevant local, state, and federal statutes, regulations and licenses issued thereunder. The facility may host marketing events, special events, and/or factory tours. The facility may include as an accessory use an eat-in or take-out restaurant that may include outdoor dining, which restaurant may occupy more than half of the area of the facility and may include live indoor entertainment if otherwise permitted in the zoning district in which the microbrewery is located, if and as permitted by its license.

District Location. The amendment would permit a Brew Pub by special permit in the Business District, Center Business District, Avery Square Business District, portion of the Chestnut Street Business District located west of Chestnut Street and south of Keith Place, and the portion of the Industrial District located within 150 feet of the Arbor Street boundary. A Brew Pub and a Microbrewery would be permitted by special permit in the Mixed Use-128 District, portion of the New England Business Center District located west and south of Second Avenue, the portion of the Highland Commercial-128 District located a) north of Highland Avenue and b) south of Highland Avenue and west of Second Avenue, and the portion of the Industrial District located east of Rte. 95/128.

Special Permit Requirement. Given the desire for close review, the amendment proposes to permit a Brew Pub and a Microbrewery by special permit from the Planning Board in circumstances where a Major Project Site Plan Review Special Permit is triggered and outside of those circumstances to name Zoning Board of Appeals as the special permit granting authority. The special permit requirement would allow for a meaningful review of design and transportation impacts, as well as a greater level of oversight and assurance that the facilities will be operated in a manner that is consistent with the intent of the zoning and other regulations.

CAPITAL ARTICLES

ARTICLE 9: APPROPRIATE FOR RIDGE HILL BUILDINGS DEMOLITION SUPPLEMENT

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$225,000 for the purpose of the demolition and removal of buildings at Ridge Hill Reservation, to be spent under

the direction of the Permanent Public Building Committee and Town Manager and to meet this appropriation that said sum be transferred from XXXX; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: Two of the three buildings at Ridge Hill are in advanced stages of disrepair and pose potential health and safety risks to the public. In 2019, Town Meeting approved \$25,000 in feasibility funding for the demolition of the buildings, and the October 2021 Special Town Meeting appropriated \$603,091 for the completion of the project. The Town received three bids for the construction phase of the project, and the average bid including a contingency amount was significantly higher than the original estimate. It is expected that this request for \$225,000 in supplemental funding will allow the Town to move forward with the project – bids are due prior to Town Meeting and additional information will be available at that time.

This project includes the demolition of the Ridge Hill Manor House and Garage at 463 Charles River Street. The Manor House and garage have hazardous building materials within the existing structures that must be professionally handled, abated, and disposed of as part of the demolition project per Federal and State regulations. The demolition scope of work also includes removal of an underground fuel storage tank (UST) at the garage; complete removal of all building elements, foundations, portions of the exterior paved areas and utilities associated with the subject structures, and stabilization and restoration of the site following demolition.

**ARTICLE 10: APPROPRIATE FOR EMERY GROVER RENOVATION
SUPPLEMENT**

To see if the Town will vote to appropriate a sum for the renovation of and addition to the Emery Grover Building and associated grounds, including the temporary use of the Hillside School as swing space, as well as costs incidental or related thereto, to be spent under the direction of the Permanent Public Building Committee and Town Manager, and to meet this appropriation that a sum be transferred from XXXX and that the Treasurer, with the approval of the Select Board, is authorized to borrow a sum under M.G.L., Chapter 44, Section 7, M.G.L. Chapter 44B, or any other enabling authority; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: This article additional funding for construction of a project to fully renovate the Emery Grover School Administration Building, at its present location on Highland Avenue. The additional funding request reflects construction price escalation — not only are essential materials and skilled labor significantly more expensive, but supply chain pressures and shortages have made it difficult to secure needed construction materials.

This request supplements the \$19,400,000 budget for construction awarded at the 2022 Annual Town Meeting and the \$1,475,000 appropriated for design at the October 25, 2021 Special Town Meeting. Based on 60% Construction Documents, the updated project budget is estimated at \$25.330 million, which reflects an increase of \$4,455,000 over the May 2022 feasibility stage estimate of \$20.875 million. This increase is not unexpected; it was understood in May that total project costs could increase, based upon construction bids, and that the Town might need to seek additional funds to complete the project. Bids for the construction project are due prior to Town Meeting and additional information will be available at that time.

The scope of this 21,108 GSF renovation project remains unchanged from May and includes the following elements: historic renovation of the Emery Grover exterior (façade); renovation and modernization of the interior spaces; and minor modifications to the Hillside School, to serve as swing space during construction. The project scope modifies that originally described by BH+A Architects in the June 2020 Emery Grover Feasibility Study, which is available for review on the School Department's website. The revised concept reduces the original building scope by approximately one third from 34,717 GSF to generally fit within the building's existing envelope. It eliminates the 50ft by 100ft, three-story 18,415 GSF addition that was originally proposed for the rear of the building, reflects a more efficient use of interior spaces (such as the use of shared spaces and common work areas), and relocates the educational technology/head end room function to other school buildings.

The Emery Grover construction is anticipated to take 16 months. The Hillside School updates are in process and are expected to be completed in December, 2022.

ARTICLE 11: APPROPRIATE FOR PROPERTY ACQUISITION

To see if the Town will vote (i) to authorize the Select Board to acquire, by purchase, gift, eminent domain or otherwise, certain real property identified as 0 Charles River Street containing 130,680 s.f +/- as shown on Assessors Map 304, Block 0004 for conservation, open space and passive recreation purposes, a second parcel identified as 0 Charles River Street containing 130,680 s.f +/- as shown on Assessors Map 304, Block 0005 for conservation, open space and passive recreation purposes, and a portion of a third parcel identified as 484 Charles River Street containing approximately 58.28 acres +/- as shown on Assessors Map 304, Block 0002 of which the Town would acquire approximately 28 acres +/- for general municipal purposes, and (ii) to appropriate \$2,500,000 to pay costs of such acquisition, including the payment of all other costs incidental and related thereto, to be spent under the direction of the Town Manager, and that to meet this appropriation, the Select Board, is authorized to borrow said sum M.G.L., Chapter 44, Section 7(1); or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: This article will provide authorization for the Select Board to acquire approximately 34.3 acres of open space in a partnership with Northland Residential that would provide public access to the Charles River, walking trails, and recreational opportunities. This

land is a portion of the Castle Farm Property owned by the Foster Estate. If funded, the Town will acquire two parcels of land totaling 6.3 acres along Charles River Street and an additional 28 acres of meadowland along the Charles River. Each of these parcels directly abuts a portion of the existing Ridge Hill Reservation that was acquired by the Town in 1981. The acquired land will allow the Town to retain its existing trail network (a portion of which travels across currently private land along Charles River Street), preserve the scenic road view for residents and passersby, and expand public access to the Charles River. This proposed acquisition is consistent with the resolution approved at the October 25, 2021 Special Town Meeting, asking that the Select Board consider developing policies that protect Needham's trees, forests, and open spaces because they draw carbon from the atmosphere, and provide life-sustaining food and shelter to other species.

The Select Board has collaborated with Northland Residential on the plan to purchase the entire 64.16 acre-Castle Farm, a partnership critical to preserving 34 acres from development. Northland has proposed building a residential development (including an affordable component) on an approximately 14-acre parcel and setting aside an additional 14 acres to serve as an open space buffer and setback from Whitman Road. In total, the envisioned partnership is projected to keep an estimated 48 acres, or 75 percent of the current property as open space, and prevents the type of clear cutting of trees that could take place if the land was sold to a private developer for the construction of a conventional subdivision.

The proposed acquisition would be subject to a conservation restriction on all of the property along Charles River Street (approximately six acres) creating a buffer to any future development. The balance of the parcel will be acquired for general municipal use with the express intent that it will be held perpetually as open space. [Timeline to follow]

ARTICLE 12: RESCIND DEBT AUTHORIZATIONS

To see if the Town will vote to rescind a portion of certain authorizations to borrow, which were approved at prior town meetings, where the purposes of the borrowing have been completed, and/or it was unnecessary to borrow the full authorization:

Project	Town Meeting	Article	Authorized	Rescind
Jack Cogswell Building				
Total				

or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: When a project is financed by borrowing, the project has been completed, and the bills have been paid, the balance of the authorization that was not borrowed and not reserved for other project obligations may be rescinded. A Town Meeting vote to rescind prevents

the Town from borrowing the amount rescinded and frees up borrowing capacity. In some cases, the full appropriation for a project is not required, due to changes in scope, cost-saving measures, and/or favorable bids.

RESERVE ARTICLES

ARTICLE 13: APPROPRIATE TO CAPITAL IMPROVEMENT FUND

To see if the Town will vote to raise, and/or transfer and appropriate the sum of \$351,662 to the Capital Improvement Fund, as provided under the provisions of Massachusetts General Law Chapter 40, Section 5B, as further amended by Section 22 of Chapter 218 of the Acts of 2016, and to meet this appropriation that said sum be raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: Massachusetts General Law Chapter 40, Section 5B, allows the Town to create one or more stabilization funds for different purposes. A stabilization fund is a special reserve fund into which monies may be appropriated and reserved for later appropriation for any lawful municipal purpose. Monies accumulated in a stabilization fund carry forward from one fiscal year to another. Interest earned from the investment of monies in the stabilization fund remains with that fund. The 2004 Annual Town Meeting under Article 58 approved the creation of Capital Improvement Stabilization Fund for the purpose of setting aside funds for time-sensitive and critical capital items at times when ordinary funding sources are limited or not available. Over time, as the fund grows and is supported, it will be one of the tools in the overall financial plan of the Town. Maintaining and supporting such funds is looked upon favorably by the credit rating industry. The balance in the fund as of July 31, 2022 was \$1,102,238

GENERAL ARTICLES

ARTICLE 14: AUTHORIZE COMMUNITY ENERGY AGGREGATION

To see if the Town will vote to grant the Select Board authority to research, develop and participate in a contract, or contracts, to aggregate the electricity load of the residents and businesses in the Town and for other related services, independently, or in joint action with other municipalities, retaining the right of individual residents and businesses to opt-out of the aggregation; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: *Community Electricity Aggregation (CEA) is the process by which, under state law, a town or city purchases electricity in bulk from a competitive supplier on behalf of the residents and businesses within the community. A CEA allows cities and towns to pool the purchasing power of residents and businesses to directly purchase energy from competitive power suppliers and secure a cleaner mix of energy at tiered rates for the community. Over 170 cities and towns in Massachusetts currently have a CEA in place. Resident and business participation in a CEA is voluntary, and those who participate still receive a single electricity bill from Eversource, who will continue to deliver the electricity, maintain poles, and wires, and provide other customer services. Customers who choose not to participate in a CEA will continue to receive Eversource's basic electricity service.*

The October 25, 2021 Special Town Meeting approved a resolution asking the Select Board to prioritize climate change initiatives and in particular projects that reduce greenhouse gas emissions. The Climate Action Plan Committee – approved by the Board in 2021 – has identified a CEA as the single most impactful step that Needham can take in the immediate term to reduce greenhouse gas emissions. Needham can enter into an aggregation with no cash expenditure by the Town, and residents and businesses may opt out of the aggregation program at any time, without restriction or penalties. A vote of Town Meeting is required to authorize the Select Board to start the process, which will take several months to complete. Specific details about the structure of the plan will be developed and communicated, and public input will be sought by the Select Board. The Town may also choose not to finalize a contract for a CEA if the bids received from competitive electricity suppliers are unfavorable.

And you are hereby directed to serve this Warrant by posting copies thereof in not less than twenty public places in said Town at least fourteen (14) days before said meeting.

Hereof fail not and make due return of this warrant with your doings thereon unto our Town Clerk on or after said day and hour.

Given into our hands at Needham aforesaid this 13th day of September 2022.

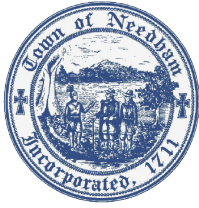
Marianne B. Cooley, Chair
Marcus A. Nelson, Vice Chair
Kevin Keane, Clerk
Matthew D. Borrelli, Member
Heidi Frail, Member

Select Board of Needham

A TRUE COPY

Attest:

Constable:

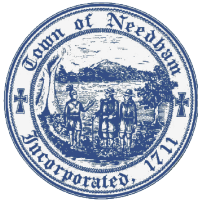


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 9/27/2022

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: 9/27/2022

Agenda Item	Select Board Goal Setting FY2023 - 2024
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will discuss the FY2023 – 2024 Goal statement.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Board vote adopt the FY2023 – 2024 goal statement.	
3.	BACK UP INFORMATION ATTACHED
a. Select Board Goal Statement for FY2023- 2024 dated September 27, 2022	

**Select Board Goal Statement
Adopted September 27, 2022**

PURPOSE

The purpose of the Select Board Goals is to effect positive change, set policy direction for Town government, and guide the development of the budget.

GOAL #1: Livable Needham plans for and invests in safe, well-maintained, and attractive buildings and infrastructure that accommodate a diverse set of community needs. Needham:

- Promotes and sustains a secure, clean, and attractive place to live, work and play.
- Provides a variety of housing types with a full range of affordability.
- Provides high-performing, reliable and affordable public infrastructure, and Town services.
- Encourages and appropriately regulates sustainable development.
- Supports and enhances neighborhood livability and walkability for all members of the community.
- Coordinates with state and federal leaders to ensure access to safe, reliable, and efficient public transit.
- Coordinates major infrastructure projects and communicates with impacted members of the Needham community.
- Prioritizes the reconstruction and repair of existing sidewalks before embarking on new sidewalk construction. The construction of new sidewalks will be offset by the removal of old, under-used sidewalks.
- Explores targeted opportunities for parcel acquisition.
- Works with stakeholders to manage the impact of the COVID-19 Pandemic on the Town of Needham.
- Supports the PPBC's recommended funding levels.

FY2023-2024 Initiatives	Description
1.1	Begin the Ridge Hill/Nike Assessment Phase 2 Project, including working with the Community Farm to decide on the long-term plan for the farm at the site as well as considering potential future uses of the site. (FY2024)
1.2	Work with the Planning Board on next steps related to the MBTA Community Housing Guidelines and the update to the Town's Affordable Housing Plan. Review updated demographics and impact on anticipated transit-oriented development and schools.
1.3	Evaluate RTS Service Delivery Model to Guide Long-term Investment and Review Operational Efficiencies in the Short-term.
1.4	Maintain/repair the barn at Ridge Hill.

1.5	Identify funding for School Master Plan projects and participate in the planning process.
1.6	Work with stakeholders to secure funding for an arts and culture strategic plan.
1.7	Work with the Park & Recreation Commission, Conservation Commission, and other stakeholders to set priorities for capital spending.;
1.7.1	Identify opportunities for expanded active and passive recreation facilities including but not limited to an action sports park and additional boat ramps.
1.7.2	Improve trailhead access to ensure clear and accessible access; consider creating a trails app. (FY2024)
1.8	Evaluate expansion of off-leash dog areas.
1.9	Evaluate next steps for use of the Stephen Palmer Building.
1.10	Upgrade Town Seal to improve graphic quality and historical accuracy. (FY2024)
1.11	Evaluate opportunities for undergrounding of electrical wires. (FY2024)
1.12	Review and implement an alternative service delivery method for weights and measures inspections.
1.13	Create a voluntary local historic district under Chapter 40C for the property of Moe Handel at 3 Rosemary Street, built by Jonathan and Jemima Kingsbury in 1779, the oldest house in 02494 and the 11th oldest in Needham.

GOAL #2: Economically Vital – Needham has the economic opportunities and resources for residents and businesses to thrive in our community. Needham:

- Supports an environment for creativity, innovation, and entrepreneurship.
- Promotes a well-educated, skilled, and diverse work force that meets employers’ needs.
- Fosters a collaborative and resource-rich regional business climate.
- Attracts, sustains, and retains a diverse mix of businesses, entrepreneurs and jobs that support the needs of all community members.
- Supports financial security, economic opportunity, and social mobility for all.
- Evaluates ways to increase minority and women-owned business participation in construction, building maintenance projects, and other Town programs.

FY2023-2024 Initiatives	Description
2.1	Evaluate Chestnut Street Redevelopment. (FY2024)
2.2	Evaluate Expansion of Snow Removal Efforts, including sidewalk plowing strategies. (FY2024)

GOAL #3: Accessible & Connected – Needham has a multi-modal transportation system that gets people where they want to go, when they want to get there, safely, and cost-effectively. Needham:

- Offers and encourages a variety of safe, comfortable, affordable, reliable, convenient, and clean mobility options.
- Supports a balanced transportation system that reflects effective land use, manages congestion, and facilitates strong regional multimodal connections.
- Provides effective infrastructure and services that will encourage diverse populations to connect to nature and the larger community.
- Promotes transportation options to ensure we remain an age-friendly community.

FY2023-2024 Initiatives	Description
3.1	Evaluate parking needs, options, types, and zoning in the Needham Center and Needham Heights business districts, identify technology to manage parking.
3.2	Evaluate the role and composition of the TMAC, Transportation Committee, Rail Trail Advisory Committee and Complete Streets Committee.
3.3	Seek funding for noise reduction/Quiet Zone feasibility, design, and construction.
3.4	Evaluate future use of the rail corridor between Dover and Newton.
3.4.1	Evaluate funding options for the Rail Trail extension from High Rock Street to Needham Junction.
3.4.2	Evaluate the feasibility of a shared use way between Needham Heights and the City of Newton.
3.5	Evaluate and make a final determination of the appropriate plan for Downtown Redesign Phase 2.
3.6	Prioritize funding for the Central Avenue/Centre Street Bridge.
3.7	Evaluate the feasibility of last mile in-Town transportation options (if earmark is not funded, explore funding sources).

GOAL #4: Healthy and Socially Thriving – Needham residents enjoy high levels of physical and mental well-being and abundant recreational, cultural, and educational opportunities in an environment where human rights are respected, diversity is celebrated, and neighbors feel connected. Needham:

- Cultivates a wide range of recreational, cultural, educational, civic, and social opportunities for all socioeconomic and age groups.
- Supports the physical and mental well-being of its community members.
- Fosters inclusion, diversity, and equity.
- Promotes the installation of art and opportunities for community-led art projects.
- Provides diversity, equity and inclusion professional development opportunities for all staff geared towards deepening understanding and becoming culturally responsive, anti-racist, and anti-biased members of the Needham community.
- Identifies and implements strategies to hire, support and retain diverse staff at every level of the organization; measures efforts and provides quarterly updates on progress.

FY2023-2024 Initiatives	Description
4.1	Work with the Needham Golf Club to extend the lease of Town land to allow Club to finance improvements.
4.2	Explore the option of petitioning to rename Hemlock Gorge to “Nehoiden’s Grant.” (FY2024)
4.3	Identify ways to institutionalize community conversations around race, diversity, equity, and inclusion, to build relationships and a stronger understanding of different perspectives and lived experiences.
4.4	Make intentional efforts and identify creative ideas for community outreach to diversify the candidate pool for all appointed Boards and Committees; measure progress.
4.5	Explore benefits of creating a dedicated position for Diversity, Equity & Inclusion efforts.
4.6	Provide support to other Boards & Committees on how to apply NUARI principles to their work, including training opportunities and sample goals.
4.7	Conduct focus groups with BIPOC community members to identify strategies for ensuring that all members of the community feel welcome as outlined in the NUARI vision statement and guiding principles.
4.8	Work with the Human Rights Committee to develop a discrimination complaint process and provide forums where individuals feel comfortable discussing their concerns related to diversity, equity, and/or inclusion. Consult with the HRC on their role and next steps.
4.9	Develop a plan for a community observance of Juneteenth.
4.10	Consider options for recognizing Indigenous People’s Day and Columbus Day/Italian Heritage Day.
4.11	Implement Valor Act and consider aligning the administrative process for both the Valor Act and the Senior Corps programs.

GOAL #5: Safe – Needham is a welcoming and inclusive community that fosters personal and community safety and ensures that all residents are secure and cared for during emergencies and natural disasters. Needham:

- Enforces the law while considering the needs of individuals and community values.
- Plans for and provides equitable, timely and effective services and responses to emergencies and natural disasters.
- Fosters a climate of safety for individuals in homes, businesses, neighborhoods, streets, sidewalks, bike lanes, schools, and public places.
- Encourages shared responsibility, provides education on personal and community safety, and fosters an environment that is welcoming and inclusive.
- Utilizes Complete Street principles to evaluate and prioritize pedestrian safety on our roadways.

- Prioritizes emergency planning and trainings for Town staff and the community to increase our collective preparedness and resilience.

FY2023-2024 Initiatives	Description
5.1	Actively monitor progress on the law enforcement recommendations that the Police Chief presented to the Select Board on June 8, 2021.
5.2	Work with public safety unions to reach agreement on alternatives to the Civil Service system; work with all stakeholders to implement alternative recruitment and promotion systems for public safety employees.
5.3	Work with the Chief of Police on updating the annual reporting and evaluating the possibility of creating a quarterly status report.

GOAL #6: Responsibly Governed – Needham provides excellent customer experience, responsibly manages the Town’s assets, and makes data-driven decisions that are also informed by community engagement. Needham:

- Models stewardship and sustainability of the Town’s financial, human, information, and physical assets.
- Supports strategic decision-making with opportunities for engagement and timely, reliable, and accurate data and analysis.
- Enhances and facilitates transparency, accuracy, efficiency, effectiveness, and quality customer service in all municipal business.
- Supports, develops, and enhances relationships between the Town and community/regional partners.
- Provides assurance of regulatory and policy compliance.
- Reviews and updates Town policies and regulations.
- Identifies opportunities for departmental consolidation and efficiency improvement.
- Identifies opportunities for streamlining permitting processes. Provides open access to information, encourages innovation, enhances communication, and promotes community engagement.
- Meets regularly with other boards and committees.
Seeks input from other boards and the community during the annual goal setting process.

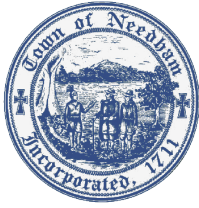
FY2023-2024 Initiatives	Description
6.1	Review the funding goal and use of all stabilization funds in conjunction with the Finance Committee and stakeholder boards and committees.
6.2	Support employee recruitment and retention initiatives.
6.3	Evaluate the possibility of developing a Community Master Plan. (FY2024)
6.4	Develop a Select Board/Committee code of conduct.

6.5	Expand Select Board community engagement efforts and ensure continuation of the Town's communications staffing.
6.6	Collaborate with stakeholders on the development of short videos on how Town government works.
6.7	Update the Select Board's Appointment Protocol (BOS-ADMIN-003).
6.8	Review Elected/Appointed status.
6.9	Conduct a general governance review including the role of the Personnel Board.
6.10	Work with the Finance Committee to create a working group exploring the operating budget process and other finance-related issues.
6.11	Review and recodify the non-criminal disposition by-law.
6.12	Review and update alcohol regulations.
6.13	Complete formal appointment of Town Counsel.
6.14	Update policy governing use of public outdoor spaces under the jurisdiction of the Select Board (e.g., Town Common, Avery Square, Amity Path, etc.)

GOAL #7: Environmentally Sustainable – Needham is a sustainable, thriving, and equitable community that benefits from and supports clean energy; preserves and responsibly uses the earth's resources; and cares for ecosystems. Needham:

- Maintains a sense of urgency around climate change.
- Promotes sustainability, including transitioning from fossil fuels to clean, renewable energy.
- Ensures the efficient use of natural resources.
- Protects and enhances the biodiversity and productivity of ecological systems.

FY2023-2024 Initiatives	Description
7.1	Develop a Climate Action Plan.
7.2	Identify parcel acquisition to comply with Land & Water Conservation Fund requirements.
7.3	Sponsor a tree summit.
7.4	Work with the Planning Board to explore zoning options to allow solar canopies on public and private property.
7.5	Evaluate regulations governing asbestos and lead protection/mitigation on knockdowns.
7.6	Review/establish electric vehicle charging rates.
7.7	Recommend community energy aggregation.
7.8	Evaluate adoption of net zero building code. (FY2024)
7.9	Begin development of sustainability guidelines for the construction and renovation of existing and future municipal buildings, and large commercial buildings.
7.10	Support and encourage improved access to equitable solar energy opportunities, including assessment, planning, and funding.



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

MEETING DATE: 9/27/2022

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	

**Town of Needham
Select Board
Minutes for Tuesday, August 9, 2022
Needham Town Hall
and
Via ZOOM
<https://us02web.zoom.us/j/82150346162>**

6:00 p.m. Call to Order:
A meeting of the Select Board was convened on Zoom by Chair Marianne B. Cooley. Those present were Marcus Nelson, Kevin Keane, Heidi Frail, Matthew Borrelli, and Town Manager Kate Fitzpatrick. Dave Davison, ATM/Finance, Kristin Scoble, Administrative Specialist, and Mary Hunt, Recording Secretary attended the meeting by Zoom.

6:01 p.m. Public Comment Period: Richard Pollack, 32 Crescent Road urged the Select Board to reject the Memorandum of Agreement for 100 West Street, as the proposed use of the property is a significant departure from what was originally approved by the Town. He said more public comment and debate are needed to reveal the significance of the proposal to residents of Needham. He commented on independent, assisted living, the number of affordable housing units, and the proposed financial contribution to offset the burden to the Town.

6:02 p.m. Proclamation: Opioid Awareness Day
Mr. Nelson read a proclamation recognizing August 31, 2022 as Opioid Awareness Day in the Town of Needham.

**Motion by Mr. Nelson that the Select Board vote to approve August 31, 2022 as Overdose Awareness Day in Needham.
Second: Mr. Borrelli. Unanimously approved 5-0 by roll call vote.**

6:03 p.m. Public Hearing: Dangerous Dog Hearing (con't)
Diana Rasoul-Agha, Dog Owner and Robert Stewart, Counsel spoke with the Board regarding a complaint about a dog by the name of "Axel" residing at 233 West Street in Needham.

Christopher Heep, Town Counsel gave an overview. He noted new information received from Ms. Rasoul-Agha since the last Board meeting on July 26, 2022, included a letter from Concord Animal Hospital indicating Axel is scheduled to be neutered in October 2022, a report from dog behavioral analyst Vera Wilkinson, and that an insurance policy for not less than \$100,000 for any future loss or damage was secured. He commented on next steps, noting a new decision for the Board's consideration has been prepared requiring continued actions.

Discussion ensued on videos, insurance, recommendations from the dog behaviorist, and orders put in place by the Select Board. It was noted Ms. Rasoul-

Agha has worked hard with Alex, but he remains a dangerous dog as deemed by the Select Board in April 2022.

Mr. Borrelli noted the process has been exhausting and the Board has come very close to ordering euthanasia. He said the Board has tried to be fair, noting a lot of miscommunications. Mr. Borrelli acknowledged the work done by Attorney Heep, saying he can support the language in the revised order. He noted the dog will not have the life that it should be having due to all of the conditions imposed by the Select Board, saying the choice is up to Ms. Rasoul-Agha. Mr. Borrelli concluded one misstep from the order and a very different conversation will take place.

Mr. Keane said he is torn and very concerned, noting the dog is “magnificent, but incredibly dangerous.” He noted the videos he viewed from the behaviorist, saying he is not comfortable with the situation in the neighborhood, and it is not responsible to wait for another incident to happen. Mr. Keane said he would entertain other options, including euthanasia.

Mr. Nelson concurred with Mr. Keane, saying the videos were “chilling.” He said he is reluctant to wait and risk another incident. He acknowledged the steps taken by Ms. Rasoul-Agha, but the neighbors are frightened by the dog.

Ms. Cooley invited public comment.

Maureen Walsh, 51 Booth Street said she doesn't feel safe or comfortable with Axel in the neighborhood and that she avoids walking on West Street. Ms. Walsh said while she is a dog lover, the conditions imposed are not fair to the dog and she is unsure if Ms. Rasoul-Agha can control Axel. Ms. Walsh noted there have been six attacks, but only four reported to the Town. She acknowledged and thanked the Select Board for their time, effort, and patience.

Lisa Madkins, 15 Bobsled Drive said her dog was attacked and she is scared to walk in the neighborhood. She said it is sad, concurring with comments made by Ms. Walsh.

Mr. Stewart acknowledged the time, effort, energy, and considerations by the Select Board. He noted the effort made by Ms. Rasoul-Agha. Attorney Stewart said there is no reason to believe the progress that has been made will not be successful, commenting the re-drafted order reflects a safe and fair resolution to all concerns. He encouraged the Board to recognize the progress made and the commitment to safety by Ms. Rasoul-Agha.

Mr. Keane asked Attorney Heep for a motion to allow for re-homing and/or a euthanizing order with a deadline?

Discussion ensued on re-homing the dog, an order and waiting period for euthanization, and an appeal period.

Ms. Cooley said the decision is difficult and the Select Board does not seek to euthanize animals. However, she said the Select Board is committed to the Town and the safety of the neighborhood. Ms. Cooley commented the conditions imposed by the Select Board may work to ensure safety, but there are no guarantees.

Ms. Frail acknowledged the work by Ms. Rasoul-Agha, saying new information came late and at the treat of euthanasia at the last Select Board meeting. She said she is pained by the decision she must make, concurring with Mr. Keane's suggestion for euthanasia. Ms. Frail said she is not confident safety in the neighborhood can be maintained.

Mr. Keane asked Attorney Heep to craft a motion for euthanasia.

Mr. Borrelli reiterated the steps taken to not reach this point, noting the missteps, miscommunication, and late information. He said he understands comments from members of the Board, but at this point, he will vote against a motion for euthanization.

Ms. Rasoul-Agha said she has fulfilled all of the orders and requirements set by the Select Board within the 90 days. She commented if the Board intended to order euthanization, she would not have attempted to fulfill all of the requirements.

Ms. Cooley said she understands the perspective of Ms. Rasoul-Agha and that she is unsure of how she will vote. She reiterated that Axel is a dangerous dog.

Mr. Borrelli said all of the requirements have been fulfilled and that is the reason why he will vote "no" on the motion for euthanization. He noted, however, any further incident will force him to the next step.

Mr. Keane said the requirements were not a list to absolve Ms. Rasoul-Agha from what happened, but to get to a solution. He noted the videos confirmed for him the dangerousness of the dog to the neighbors.

Jeremy Cohen, attorney for Ms. Rasoul-Agha joined the discussion.

Ms. Frail said part of the issue for her is oversight and control of how Ms. Rasoul-Agha handles the dog. She said if weekly updates were a requirement, she would do it, without repeated threats or urging of further action.

Mr. Cohen said if the Select Board does anything tonight, other than recognize that Ms. Rasoul-Agha has done everything she was supposed to do and spent a lot of money. He said the order is unlawful and the Select Board is overstepping its bounds and bullying Ms. Rasoul-Agha. He restated there has been no human contact or aggression. He reiterated insurance has been secured, and that if anything in the order changes tonight, he will "bring his army" and will go to the

media to tell them about how the Select Board has overstepped its bounds. He stated the Board is wrong, “way off,” and he will go through the courts. He stated when the government oversteps its bounds, it needs to be punished and called out. He said his client went above and beyond the statute and if the Board goes back on its word, it will be his mission to expose what the Board put his client through over the last three months. He said if he has to go to court, then everyone is going with him. He urged the Board not to make the wrong decision.

Ms. Rasoul-Agha said she has been diligent with the weekly updates, except the last one which was a mistake by her.

Ms. Cooley said she doesn't think the updates were the only issue.

Mr. Borrelli restated his position. He reiterated proper decorum is necessary even if someone does not agree, and that attorney Cohen attacked, mischaracterized, and made veiled threats of litigation to the Board. Mr. Borrelli stated the Town has “an army too.” Mr. Borrelli said no one wants it to get to that point, saying the order is sufficient for him to move forward and not euthanize the dog. He reiterated he does not know where the rest of the Board currently stands, as it is in the middle of discussion and a motion. He said cooler heads must prevail.

Ms. Cooley concurred with Ms. Frail that the only option will be because of a bad outcome. She restated the pieces of the order were to help inform a decision and were not received until later in the process. She acknowledged the efforts of Ms. Rasoul-Agha, but the dog will not have much of a life, saying she hopes Ms. Rasoul-Agha takes that into consideration.

Motion by Mr. Keane that the Select Board vote that a dog by the name of “Axel” residing at 233 West Street in Needham be euthanized and that the date be one month, with an order to be crafted by Town Counsel to that effect and to be served by the Town Manager's office at the conclusion of the public hearing.

Second: Ms. Frail. Approved 3-2 by roll call vote. Mr. Borrelli and Ms. Cooley voted “no.”

Ms. Rasoul-Agha said she is so disappointed. She said she did everything because she wants to contain her dog, not because she is afraid of the Select Board. She reiterated she would not have spent all the money had she known the result.

7:05 p.m.

Joint Meeting with Park and Recreation Commission:

Stacey Mulroy, Park & Recreation Director and members of the Park & Recreation Commission including Chris Gerstal, Cindy Chaston, and Fredericka LaLonde met with the Select Board to discuss priorities for the upcoming year.

Ms. Mulroy gave an update of the current capital improvement plan submitted last year and discussed whether the priorities need readjustment based on additional

projects such as action sports park, pickleball and tennis courts, and shade structures at the Rosemary Pool Complex. She said many residents have sent emails on priorities, including playgrounds.

Mr. Gerstal said the Town wants to adapt and change based on what people want, but everything comes down to timing and resources. He commented on the importance of due diligence, so projects are done right the first time.

Ms. Cooley commented on new programs and efforts to maintain existing programs. She asked for comments on the current pool season.

Ms. Mulroy said the pool season has been extended and over 80 part time lifeguards were hired this season. She said credit goes to staff.

Ms. Chaston said the staff is terrific. She noted public attendance at Park and Rec meetings over the last year and a groundswell of interest in many programs. She commented on space and funding, asking the Select Board for suggestions. Ms. Chaston said people are nice and respectful with their comments, but there is pressure to make things happen.

Mr. Borrelli noted the dire lifeguard situation, congratulating Ms. Mulroy in her hiring efforts this season. He commented on an action park and suggested forming a working group to explore locations throughout town.

Discussion ensued on locations for off leash dog parks and the pilot program at Pollard Middle School, the hiring of 60 program staff in addition to lifeguards, evening use of Park and Rec property for youth to gather, and multi-use pickleball and tennis courts, budget cycle, when to hold a space summit meeting, and forming a focus group to study space availability.

Ms. Cooley and the Board thanked the Park and Recreation Commission for all of their work this summer.

7:45 p.m.

Director of Public Works:

Carys Lustig, Director of Public Works provided the Board an update of the operations and projects of the DPW.

Ms. Lustig thanked the staff for their work. She commented on challenges including internal staffing issues she is hoping to rectify before the winter season, supply chain disruptions, infrastructure improvements, coordinating work with Eversource, and communications with neighbors. Ms. Lustig commented on the Dedham Avenue, Harris Street, and Warren Street construction project, widening/narrowing and changing the layout Central Avenue at Booth Street, and topical treatments (rubber chip/micro surfacing) to extend the life cycle of pavement on several roads. Ms. Lustig commented on recruitment of drivers and equipment for the snowplow program, Town Common renovation, the water main

project on Marked Tree Road, Walker Gordon Pond clean up, rebuilding the Lake Street sewage pump station, the Town's lead abatement program, and clean up of the brooks and culverts to ensure free flowing stormwater.

The Board thanked Ms. Lustig for the update, noting the large volume of projects currently being worked on by the DPW.

8:00 p.m.

Water and Sewer Rates:

Dave Davison, ATM/Finance reminded the Board it held a Public Hearing regarding the water and sewer rates at its July 26, 2022, meeting. The Water and Sewer Rate Structure Committee voted to recommend the rate structure that was presented to the Board that evening. The step rates for both water and sewer, both primary and secondary meters would be increased. The sewer basic service charge would increase by \$1 for a monthly account and \$3 for a quarterly account.

Mr. Davison stated the recommendation is for the proposal to take effect on October 1, 2022.

Ms. Cooley noted that part of the challenge with water rates is that as people conserve and water usage decreases (i.e., Coca Cola is no longer bottling in Needham), infrastructure costs continue to increase proportionally. She noted no public input was received.

Motion by Mr. Borrelli that the Select Board approve the proposed water and sewer rates identified on schedule below and that they be effective October 1, 2022; further that the Board approve a Septage Disposal fee of \$85.00 per 1,000 gallons.

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

8:04 p.m.

Appointments and Consent Agenda:

Motion by Mr. Borrelli that the Select Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS: No appointments were made at this meeting.

CONSENT AGENDA *=Backup attached

- 1.* Approve minutes of July 26, 2022 (open session).**
- 2.* In accordance with Section 20B of the Town Charter, and upon the recommendation of the Town Manager and the Personnel Board, adopt revisions to the classification plan (Schedule A).**
- 3. Grant permission for the following residents to hold block parties:**

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Nicole Foster	38 Mayflower Road	Mayflower Road	9/10/22	9/11/22	3pm-8pm

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

8:05 p.m. Town Counsel Discussion:
Kate Fitzpatrick, Town Manager and Christopher Heep, Town Counsel, Miyares & Harrington discussed with the Board the services provided by Miyares & Harrington. It was noted Nick Anastasopoulos, Labor Counsel, Mirick O'Connell was unable to attend the meeting.

Ms. Fitzpatrick said the Town has been working for years with Miyares & Harrington on many special projects as a trusted partner. She noted the Board voted (during the pandemic) to create an adjunct Town Counsel, noting the firm of Miyares & Harrington. Ms. Fitzpatrick stated it has been very helpful over the last 2 years to have Miyares & Harrington as Town Counsel, as there is a team of lawyers with many areas of practice (i.e. permitting, zoning, property acquisition, taxation and financing, alcohol licensing, etc.) available to the town. Ms. Fitzpatrick said it is important to work with a firm that focuses on the business of a municipality, has high ethical standards, and achieves results. She said she will recommend approving Miyares & Harrington as Needham's Town Counsel at the next Select Board meeting.

Christopher Heep, Miyares & Harrington gave a brief background of the firm, how it is composed, and their philosophy.

The Board thanked Ms. Fitzpatrick and Mr. Heep for the discussion.

8:37 p.m. Town Manager:
Kate Fitzpatrick, Town Manager spoke with the Board regarding 4 items:

1. Open Special Town Meeting Warrant, October 24, 2022

Ms. Fitzpatrick reviewed articles contained in the draft Special Town Meeting Warrant. She asked the Select Board to open the warrant for the October 24, 2022 Special Town Meeting, noting the Board is scheduled to close the warrant on September 13, 2022.

Motion by Mr. Borrelli that the Board vote to open the warrant for the October 24, 2022, Special Town Meeting.

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

2. Memorandum of Agreement – 100 West Street

Ms. Cooley commented the Board does not currently have a Memorandum of Agreement, as the draft provided to the Board has been pulled. She noted a different, re-drafted version is expected.

Mr. Heep gave a brief overview explaining the negotiation process, the drafting of the Memorandum of Agreement, and how the Town got to this point which began when the applicant proposed a new special permit, rather than an amendment to the

existing special permit for a project that was permitted approximately two years ago. He noted the applicant proposed substantial changes to the type of units in the project and approached the Select Board about the possibility of making a financial contribution in an attempt to offset the loss of approximately 70 independent living units and nine affordable independent living units as permitted for the original project. Mr. Heep said the applicant also wanted to make further revisions to the draft Memorandum of Agreement that the Select Board was to consider tonight. He said no financial agreement from the applicant to the Town has been made to this point, and any changes and/or revisions to the special permit or approval to proceed with a new project is entirely within the purview of the Planning Board.

Discussion ensued on the owner of the building, nursing home related services they provide to senior citizens, and continuing the business at the location. Zoning, permitting, community benefits, and the value of the loss of nine affordable units (as set by the state) of approximately \$2 million were discussed.

Ms. Cooley commented on resident concerns, noting everyone on the Select Board constantly has the Town of Needham's best interest in their hearts, minds, and actions.

Mr. Borrelli reiterated the Select Board does not control zoning, and any monies are separate and will not influence the zoning process. He commented on the use of monies for affordable housing, but also suggested other affordable components i.e., transportation or last mile. He said the Select Board is aggravated, but the decision regarding monies is a way to mitigate some of the aggravation.

Mr. Keane concurred with comments, saying he is frustrated with the owner, and reiterated Town Meeting had already voted on the issue. He said it is a 'bitter pill' and he understands the outrage.

Mr. Nelson thanked Ms. Cooley for her summation. He said even though people may not agree, the decision regarding the money is the best course of action and will help do good things to help people in Town. He said some of the comments received from residents were tough to read, but he hopes people listen and watch tonight's meeting to understand what happened and why it happened. He summarized there is no way the Select Board would do something that is not in the best interest of the Town.

Ms. Cooley said no matter what happens, having the building come "back to life" will be valuable to everyone.

Ms. Frail emphasized the Select Board, Town Manager, and Attorney Heep have worked to honor the spirit of the original design. She said everyone is upset at the loss of the independent affordable units, but to allow any benefit to Needham just slip away would be a disservice. She reiterated that since joining the Select Board, she has found everyone to be diligent and dedicated public servants who do their

best in every instance for the benefit of the Town. She invited the public to ask questions without jumping to assumptions.

Ms. Cooley said she believes the Planning Board will be making similar efforts within their jurisdiction.

3. Review FY2023-FY2024 Goals

Ms. Fitzpatrick reviewed with the Board the draft goals for FY2023 - FY 2024, noting a total of 59 goals. She asked the Select Board to let her know if they have any further ideas or thoughts on timing. Ms. Fitzpatrick said the goals will be voted upon at a meeting in September 2022.

Ms. Cooley said input was received from other boards and committees, and that staff does an amazing job. She commented she is confident this year will be no different.

Mr. Borrelli acknowledged the list is long, suggesting ranking the goals. He commented on the Town Clerk and whether the position should be elected or appointed.

Ms. Cooley commented some suggestions for appointed or elected positions came from a study by the League of Women Voters.

4. Town Manager's Report

No Report was made.

9:15 p.m. Board Discussion:

1. Town Manager Performance Evaluation

In accordance with the Town Manager Evaluation Policy, the Select Board prepares an annual performance evaluation of the Town Manager. Each member of the Board completes his or her own evaluation. The individual evaluations are then compiled into a consensus evaluation overview document. Board policy calls for the overview to be released at a meeting of the Select Board.

Mr. Borrelli stated he compiled the results, noting the excellent remarks for Ms. Fitzpatrick. He said Ms. Fitzpatrick is a strong and qualified Town Manager, and the Town is very lucky to have her. He noted her leadership throughout the pandemic, as well as her dealings with residents. He thanked Ms. Fitzpatrick for her work.

Mr. Nelson said he appreciates Ms. Fitzpatrick's responsiveness and willingness to help. He said trust is built by good faith, and thanked Ms. Fitzpatrick for her leadership.

Ms. Cooley thanked Ms. Fitzpatrick for the care she has for the staff and residents. She said she embodies what servant leadership means, and that she is grateful for her dedication to Needham.

Ms. Fitzpatrick thanked the Board for their confidence and staff who work for the Town to make a difference in people's lives.

Motion by Mr. Borrelli that the Board vote to approve the Town Manager Consensus Evaluation Overview Document dated July 31, 2022 and authorize a merit award payment in the amount of \$2,500.

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

2. Board Discussion Federal Lawsuit

Ms. Cooley stated the Board is committed to keeping residents up to date on the Marvin Henry vs. Town of Needham and members of the Needham Police Department. She stated the case is currently in the discovery phase, with the exchange of documents and witness depositions. She commented that the court recently extended the fact discovery deadlines until September 30, 2022. She said a court status conference has been set for the first week in October 2022, where the court will address any discovery issues and set the schedule for expert disclosures, dispositive motion practice, and trial. Ms. Cooley said the Board will update the town as more information becomes available.

3. Committee Reports

No Committee Reports were made.

9:21 p.m.

Adjourn:

Motion by Mr. Nelson that the Select Board vote to adjourn the Select Board meeting of Tuesday, August 9, 2022.

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

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

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

The next Select Board meeting is scheduled for Tuesday, September 13, 2022, at 6 p.m.

**Town of Needham
Select Board
Minutes for Tuesday, September 13, 2022
Needham Town Hall
and
Via ZOOM
<https://us02web.zoom.us/j/81400325207>**

- 6:00 p.m. Call to Order:
A meeting of the Select Board was convened on by Chair Marianne B. Cooley. Those present were Marcus Nelson, Kevin Keane, Heidi Frail, and Town Manager Kate Fitzpatrick. Matthew D. Borrelli was not in attendance. Dave Davison, ATM/Finance, Katie King, ATM/Operations, Myles Tucker, Support Services Manager, Kristin Scoble, Administrative Specialist, and Mary Hunt, Recording Secretary were also in attendance.
- 6:01 p.m. Public Comment Period:
Maggie Abruzese, 30 Bridle Trail Road urged the Board to vote “no” on the Memorandum of Agreement for the proposed project at 100 West Street. She said the proposed Agreement is not in the best interest of Needham as it makes the decision for the Planning Board difficult. Ms. Abruzese stated the Planning Board must interpret and apply the by-law, and take into account what the Town was trying to do when the by-law was created. She said recent history shows the by-law amendment was created to help the Town get the things it needs independent senior living and more affordable housing.
- 6:04 p.m. Certificate of Appreciation: Evelyn Poness
Marcus Nelson read a Certificate of Appreciation recognizing Evelyn Poness for her 43 years of service to the Town of Needham, including 35 years as Treasurer/Collector and as a member of the Needham Contributory Retirement Board.
- The Board congratulated Ms. Poness and wished her well in retirement.
- Motion by Mr. Nelson that the Select Board recognize Evelyn Poness for 43 years of service to the Town of Needham, including 35 years as Treasurer/Collector and as a member of the Needham Contributory Retirement Board. Your legacy will be felt by members of the Department, retirees, employees, and Town residents for years to come. Congratulations on your retirement!**
Second: Mr. Keane. Unanimously approved 4-0.
- 6:10 p.m. Public Hearing: Grant of Location - 140 Kendrick Street
Chris Murray, Engineering Manager, GioMare Group, LLC spoke with the Board via Zoom regarding TC Systems Inc. (AT&T), Giomare Group’s request to install approximately 457 feet of conduit in Kendrick Street. The purpose of this work is

to install, maintain and operate underground conduits to 140 Kendrick Street, Needham.

Ms. Cooley invited public comment. No comments were heard.

Ms. Frail expressed concern with the location as it is a heavily trafficked area. She asked for assurances for cyclist safety on Kendrick Street.

Discussion ensued on a pre-construction meeting, timing, and ensuring cyclist safety.

Ms. Cooley suggested adding bicycle safety to the permit application.

Motion by Mr. Keane that the Select Board approve and sign a petition from TC Systems Inc, Giomare Group to install approximately 457 feet of conduit in Kendrick Street.

Second: Ms. Frail. Unanimously approved 4-0.

6:20p.m. Public Hearing: Eversource Grant of Location - Frank Street, Lynn Road, Williams Street, Sunnyside Road

Richard Schifone, Supervisor, Rights & Permits and Joanne Callender, Eversource Representative (Zoom) spoke with the Board regarding Eversource Energy's request to install approximately 219 feet of conduit between Frank Street, Lynn Road, Williams Street, and Sunnyside Road. The reason for this work is to replace faulted cable between pole 106/5 on Sunnyside and MH3833, and to upgrade the conduit and cable system to improve service reliability in the area. Eversource Energy is proposing a replacement of existing infrastructure including the removal of existing electrical lines that are placed directly in the ground on both public and private property. These lines will be replaced with underground conduit with electrical lines running through it. Eversource Energy is estimating construction to last approximately 10-12 weeks. The work will be done in phases: first, the underground conduit infrastructure will be installed; second, the cable will be installed in the conduit, followed up with the cut over of the underground electrical from the old system to the new.

Ms. Cooley invited public comment.

Adam Meixner, 58 William Street expressed safety concerns with the current road conditions, as there are many children in the neighborhood. He suggested and asked for full repavement of the roads at the end of the project. Mr. Meixner commented on the timing of the project and location of equipment, particularly on Halloween.

Carys Lustig, DPW/Director noted it has been a while since any work has been done on Williams Street or Frank Street. She said she will review projections as to

when the neighborhood is slated for repaving and will advise the Select Board and neighbors.

Kim Rubin, 55 Lynn Road noted many folks are working from home. She commented on landscaping, and that she is more concerned about maintaining her lawn and landscaping rather than receiving money to make repairs. Ms. Rubin asked about the daily disruption to normal life and noise level in her home.

Marty Seltzer, 44 Lynn Road asked about disruption to his driveway.

Barbara Wasserman, 15 Williams Street commented on noise level and that she works from home. She said it would be helpful to know what days will be noisiest.

Discussion ensued on the response time to customer concerns via the Eversource Energy customer service helpline and the work schedule in order for residents to plan ahead.

Ms. Cooley said preparation and communication is appreciated, noting the increased challenge with people working from home.

Motion by Ms. Frail that the Select Board approve and sign a petition from Eversource Energy to install approximately 219 feet of conduit between Frank Street, Lynn Road, Williams Street, and Sunnyside Road subject to the conditions titled and dated; Grant of Location Conditions Williams Street Project, September 13, 2022.

Second: Mr. Nelson. Unanimously approved 4-0.

6:50 p.m.

Sewer Betterment: Walker Lane

Thomas Ryder, Town Engineer spoke with the Board regarding the Sewer Betterment and Construction at Walker Lane.

Mr. Ryder provided background on completion of the sewer extension and betterment process for 4 properties on Walker Lane. Mr. Ryder said the total cost was a great savings for the property owners, as much of the design and planning process was done “in house.”

Ms. Fitzpatrick noted the original estimate given to property owners was significantly higher than what they actually paid. She said the bidding process and entire project was managed very well.

Motion by Mr. Keane that the Board vote to approve and sign the Sewer Assessment Order 594 for the Walker Lane Sewer Extension.

Second: Mr. Nelson. Unanimously approved 4-0.

6:55 p.m.

DHCD Multi - Family Zoning Requirement for MBTA Communities:

Katie King, Assistant Town Manager/Director of Operations presented an overview of the final state guidelines for multi-family housing zoning district requirements for MBTA communities.

Ms. King presented a PowerPoint presentation titled “Multi-Family Zoning in MBTA Communities: Final DHCD Regulations, Presentation to Needham Select Board, September 13, 2022. She highlighted changes made from the draft guidelines and the parts of the regulations that apply to Needham. She said her goal tonight is to be clear with regard to the framework that the Town is operating within, noting future discussion will include how compliance can be achieved.

Ms. King gave a brief history stating the governor signed legislation (Chapter 358 of the Acts of 2020) in January 2020 requiring MBTA communities to have “a zoning ordinance or by-law that provides for at least one district of reasonable size in which multi-family housing is permitted as of right.” Ms. King reviewed the details of the DHCD guidelines, including unit capacity, minimum land area, and density. The timeline and next steps were also reviewed.

The Board thanked Ms. King for the update, saying it looks forward to hearing from the Housing Working group in October/November.

7:22 p.m. Town Manager:
Kate Fitzpatrick, Town Manager spoke with the Board regarding three items:

1. Memorandum of Agreement - 100 West Street

Ms. Cooley said discussions are happening in the community, including the Planning Board who held another meeting this week regarding 100 West Street. She acknowledged it does not seem the Select Board is ready to take a vote tonight, and therefore asked the Town Manager to withdraw the item from the agenda. She said she expects a vote to be taken at the next Select Board meeting.

2. Close Special Town Meeting Warrant

Ms. Fitzpatrick reviewed changes to the Special Town Meeting warrant and asked the Board to close the warrant for the October 24, 2022, Special Town Meeting.

Motion by Mr. Nelson that the Select Board vote to close the warrant for the October 24, 2022 Special Town Meeting subject to minor technical corrections to be made by the Town Manager, Town Counsel, and Bond Counsel.

Second: Ms. Frail. Unanimously approved 4-0.

Ms. Cooley commented on the Castle Farm press release and map that was sent out to Town Meeting Members and various boards and committees. She commented on the beauty of the Foster estate property, saying it will be a wonderful open space amenity along the Charles River for residents of Needham. She thanked Town Counsel and the team who helped review the offer.

3. Town Manager Report

Ms. Fitzpatrick reported the Needham Police Department will hold its second Citizens Police Academy.

She reported she heard from Anne-Marie Bajwa, President and CEO of the Charles River Center that their bid for the property at East Militia Heights had been accepted. She said the Town will be working with the Charles River Center on development of the property.

Ms. Fitzpatrick referred to the newsletter received from Needham Market, England expressing appreciation to the Town of Needham for the proclamation it received honoring Queen Elizabeth II on her jubilee.

Ms. Cooley suggested the Town consider sending a second proclamation to the town of Needham Market recognizing the passing of Queen Elizabeth II on September 8, 2022.

7:36 p.m. Appointments and Consent Agenda:
Motion by Mr. Nelson that the Select Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS

1. **No appointments were made at this meeting.**

CONSENT AGENDA *=Backup attached

1. **Approve minutes of July 26, 2022 (executive session)**
2. **Accept the following donation made to the Needham Community Revitalization Trust Fund: \$1,500 from Needham Public Library.**
- 3.* **Approve a One Day Special License for Hillary Ryan of the Charles River Center for Sunday, September 25, 2022. The event will be held at Charles River Center, 59 E. Militia Heights Drive, Needham. All documents are in order. Police Department has approved the event.**
- 4.* **RATIFY a One Day Special License for Gloria Greis of the Needham Historical Society held on Wednesday, September 7, 2022. The event was held at the Memorial Park Field House, 92 Rosemary Street, Needham. All documents are in order. Memorial Trustees and Police Department approved the event.**
- 5.* **Approve a One Day Special License for Paula Jacobson of the Charles River YMCA for Saturday, September 17, 2022. The event will be held at Greene's Field, 863 Great Plain Ave, Needham. All documents are in order. Park & Recreation Department and Police Department approved the event.**
- 6.* **Approve the donation of the 2012 Ford E350 14 Passenger Van (formerly listed as unit 404) with a VIN of 1FDEE3FS3CDA55309 to the Needham Housing Authority.**

- 7.* In accordance with Section 20B of the Town Charter, and upon the recommendation of the Town Manager and the Personnel Board, adopt revisions to the classification plan (Schedule A).
- 8.* Approve a request from The Revitalization Trust Fund to display five Plugged In Band Banner on Chapel Street the month of February.
- 9.* Approve a request from the Revitalization Trust Fund to display NDI Strength in Diversity Banner/Needham Diversity Initiative on Chapel Street the month of October.
10. Accept the following donations made to the Needham Free Public Library; \$50 from Anita P. Olson in memory of Ruth Cunningham, \$25 from Catherine and Barbara Collishaw in memory of Alfred R. Piccioli, \$50 from Diane and David Herald in memory of Ruth Cunningham, \$100 from Peggy Brannigan and Steve in memory of Ruth Cunningham, \$100 gift card from Roche Bros. (Sudbury Farms) for the Adult Summer Reading program, and Fidelity Bank in Needham donated 4 Red Sox tickets for the Adult Summer Reading Program (approximate value of \$480). 10.* Approve partial road closure of Pickering Street (from Great Plain Ave to just before the entrance of the Walgreens Parking Lot) from 8:30a.m. to 4:00 p.m. during the Needham Harvest Fair on Sunday October 2, 2022.
11. Grant permission for the following residents to hold block parties:

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Ratify– Neeti Mehta	56 North Hill Ave.	Howe Road	9/10/22	9/11/22	3pm-8:30pm
Ratify– Molly Pomposelli	41 Lasalle Road	Lasalle Road	9/10/22	9/17/22	3pm-9pm
Ratify– Aly Donahue	58 Mayo Avenue	Mayo Avenue	9/11/22	N/A	2pm-6pm
Ratify - Marshall Fox	36 Melrose Ave.	Corner of Melrose Ave & Upland Road	9/11/22	9/18/22	4pm-6pm
Kathryn Malpocher and Kimball St.	115 Grant Street	Corner of Grant	9/16/22	N/A	5pm-8pm
Jodi Williams	48 Ardmore Road	84 Ardmore Rd.	9/17/22	9/18/22	2pm-6pm
Eric Kaplan	33 Elmwood Rd.	Elmwood Road between Fuller & Lancaster	9/17/22	9/18/22	4pm-8pm
Kate Deeley	61 Kenney Street	61 Kenney St.	9/17/22	9/18/22	3pm-11pm
Alex Orquiza between Concord Street & Greendale Avenue	44 Bennington St.	Bennington St.	9/17/22	N/A	4pm-8pm
Sue Pouliot	54 Eaton Road	60 Eaton Rd.	9/17/22	N/A	4pm-8pm
Beth Champagne	37 Ware Road	56 Ware Road	9/17/22	N/A	3pm-7pm
Kim Marie Nicols	12 Crescent Rd.	12 Crescent Rd	9/18/22	N/A	3pm-7pm

Maureen Callahan Denise Arrondo	67 Bradford St. 21 Prince Street	Cleveland Road Prince Street	9/18/22 9/24/22	N/A 9/26/22	4:30pm-7pm 5pm-8pm
Amy Hurley	130 South Street	Corner of Needhamdale Rd. & Green Street		9/25/22 10/2/22	4pm-8pm
Laura Raff	52 Wilshire Park	52/55 Wilshire Park	10/1/22	10/2/22	4pm-8pm
Jaimie Scranton Pomerantz	53 Glendoon Rd.	54 Glendoon Road	10/15/22	10/15/22	3pm-9pm
Liz Lawlor	76 Howland St.	Pleasant & Howland Street	10/16/22	10/23/22	4pm-7pm
Yakov Shapiro	208 Valley Road	208-211 Valley Road	10/29/22	10/30/22	2pm-5pm

Second: Mr. Keane. Unanimously approved 4-0.

7:37 p.m. Board Discussion:

1. FY2023 - FY2024 Goals

The Board discussed its goals for FY 2023-2024. Ms. Fitzpatrick recommended prioritizing the most important goals with the hope of adopting the goals by October. Ms. Cooley acknowledged the list of goals is lengthy and that many of the goals are already underway.

Discussion ensued on items contained in the draft list titled “Select Board Goal Statement, High Immediate Resource Commitment Indication.”

2. Committee Reports

Mr. Nelson said the housing working group met on Thursday, September 8, 2022, noting sub committees are working hard putting time, effort, and resources to push the Town forward in its housing objectives. He said the meeting was informative.

Ms. Frail said several housing meetings are coming up and will focus on zoning, and that a meeting in the near future will be held to update and solicit input from the community.

7:55 p.m. Executive Session: Exception 3 (Collective Bargaining)

Motion by Ms. Frail that the Select Board vote to enter into Executive Session.

Exception 3 – To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.

Not to return to open session.

Second: Mr. Keane. Unanimously approved 4-0 by roll call vote.



Town of Needham, MA

09/23/2022

SLL-10003

One Day Special Liquor License

Status: Active**Date Created:** Sep 12, 2022**Applicant**

Monica Kachru
monica@anayafoundation.org
139 Webster Street
Needham, MA 02494
6177330228

Primary Location

670 Highland Avenue
Needham, MA 02494

Owner:

Temple Beth Shalom
670 Highland Avenue Needham, MA 02494

Internal Use Section (for use by Town Manager's Office)**Status (in process, approved, denied)**

In Process

Conditions/Restrictions (If no restrictions, please enter "None".)

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Comments

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Date of Needham Select Board Approval

--

Event Manager Information**Event Manager's Name**

Khanh Nguyen

Event Manager's Email

aiden@anayafoundation.org

Event Manager's Mailing Address (street, town, state, zip)

139 Webster Street, Needham, MA 02494

Event Manager's Phone Number

617-710-7070

Contact Number During the Event

617-710-7070

Organization Information**Organization Name**

Anaya Tipnis Foundation, Inc.

Is the organization for non-profit or for profit?

Non-Profit

Tax ID #

82-4027784

Event Information**Name of Event**

Annual Gala

Date of Event

10/13/2022

Details of Event

The event is the Annual Celebration Event and fundraising event for our students who are from low income and first generation communities, and attending college. The event's goal is to raise money to support educational expenses for our students.

The event will feature a keynote speaker and we will hear from our scholars as well. Dinner and cash bar is included in the event.

Requested Start Time: Liquor License

4.30pm

Requested End Time: Liquor License

9.30pm

Hours of Event

6pm to 9.30pm

Name of Event Location (i.e. example, Powers Hall, VFW)

Temple Beth Shalom

Event Location Address (street, town, state, zip)

670 Highland Avenue, Needham, MA 02494

Maximum Number of Expected People

250

Is Event Open to the Public

No

Are tickets being sold in advance for this event?

Yes

Advance ticket price

75

Is there an Admission fee?

No

Are you using dues collected to purchase alcohol for this event?

Yes

Is the license for a dining hall maintained by an incorporated educational institution authorized to grant degrees?

No

Alcohol**Non-Profit: License is for the Sale of:**

Wines & Malt Beverages Only

Service of Alcohol plan

Guests will purchase at bar

Please attached floorplan (can be hand drawn) of the event facility with liquor delivery plan.

Bartenders/Servers**Bartender Name**

Barbara Turkington

Certificate Expiration Date

06/27/2023

Please Read**I agree**

Acknowledgement**I agree****Digital Signature of Permit Applicant**

Monica Kachru

09/12/2022

Attachments

Khanh Nguyen _ Passport.jpg

Uploaded by Monica Kachru on Sep 12, 2022 at 7:40 am



Temple Beth Shalom Rental Agreement (1).png
Uploaded by Monica Kachru on Sep 12, 2022 at 7:40 am



ATF Gala Invitation Final.jpg
Uploaded by Monica Kachru on Sep 12, 2022 at 7:41 am



Certificate - TIPS - Barbara - 2020.jpg
Uploaded by Monica Kachru on Sep 12, 2022 at 7:41 am

 Anaya Tipnis Foundation Annual Gala Floor Plan and Alcohol Delivery Plan (1).pdf
Uploaded by Monica Kachru on Sep 12, 2022 at 7:41 am

History

Date	Activity
Sep 6, 2022 at 4:47 pm	Monica Kachru started a draft of Record SLL-10003
Sep 6, 2022 at 4:50 pm	Monica Kachru altered Record SLL-10003, changed ownerCity from "" to "Needham"
Sep 6, 2022 at 4:50 pm	Monica Kachru altered Record SLL-10003, changed ownerEmail from "" to "mconnolly@tbsneedham.org"
Sep 6, 2022 at 4:50 pm	Monica Kachru altered Record SLL-10003, changed ownerName from "" to "Temple Beth Shalom"
Sep 6, 2022 at 4:50 pm	Monica Kachru altered Record SLL-10003, changed ownerPhoneNo from "" to "7742389042"
Sep 6, 2022 at 4:50 pm	Monica Kachru altered Record SLL-10003, changed ownerPostalCode from "" to "02494"
Sep 6, 2022 at 4:50 pm	Monica Kachru altered Record SLL-10003, changed ownerState from "" to "MA"
Sep 6, 2022 at 4:50 pm	Monica Kachru altered Record SLL-10003, changed ownerStreetName from "" to "Highland Avenue"
Sep 6, 2022 at 4:50 pm	Monica Kachru altered Record SLL-10003, changed ownerStreetNo from "" to "670"
Sep 12, 2022 at 7:41 am	Monica Kachru submitted Record SLL-10003
Sep 12, 2022 at 7:41 am	approval step Application Completion Reviewwas assigned to Kristin Scoble on Record SLL-10003
Sep 12, 2022 at 9:15 am	Kristin Scoble approved approval step Application Completion Review on Record SLL-10003
Sep 12, 2022 at 9:15 am	approval step Police Department Reviewwas assigned to John McGrath on Record SLL-10003
Sep 12, 2022 at 10:05 am	John McGrath approved approval step Police Department Review on Record SLL-10003
Sep 12, 2022 at 10:05 am	approval step Application Added to Select Board Consent Agendawas assigned to Kristin Scoble on Record SLL-10003
Sep 14, 2022 at 10:09 am	Kristin Scoble approved approval step Application Added to Select Board Consent Agenda on Record SLL-10003
Sep 14, 2022 at 10:09 am	approval step Outcome of Select Board meetingwas assigned to Kristin Scoble on Record SLL-10003
Sep 22, 2022 at 9:28 am	Louise Kempt changed Status (in process, approved, denied) from "" to "In Process" on Record SLL-10003

Timeline

Label	Status	Activated	Completed	Assign
 Application Completion Review	Complete	Sep 12, 2022 at 7:41 am	Sep 12, 2022 at 9:15 am	Kristin
 Police Department Review	Complete	Sep 12, 2022 at 9:15 am	Sep 12, 2022 at 10:05 am	John N
 Application Added to Select Board Consent Agenda	Complete	Sep 12, 2022 at 10:05 am	Sep 14, 2022 at 10:09 am	Kristin
 Outcome of Select Board meeting	Active	Sep 14, 2022 at 10:09 am	-	Kristin
 Fee Review	Inactive	-	-	-
 Print Review	Inactive	-	-	-
 Issue One Day Special Liquor License	Inactive	-	-	-
 Transmittal of Notice of Approval of Special License to Needham Police and ABCC	Inactive	-	-	-
 Close Permit	Inactive	-	-	-



Town of Needham, MA

09/23/2022

SLL-10004

One Day Special Liquor License

Status: Active**Date Created:** Sep 19, 2022**Applicant**

Tracy Murphy
 tvmurphy@bidneedham.org
 BID Needham Hospital
 148 Chestnut Street
 Needham, MA ` 02492
 617-513-2101

Primary Location

1471 HIGHLAND AVE
 Needham, MA 02492

Owner:

Powers Hall Town Hall event for BID Needham
 148 Chestnut Street Needham, MA ` 02492

Internal Use Section (for use by Town Manager's Office)**Status (in process, approved, denied)**

--

Conditions/Restrictions (If no restrictions, please enter "None".)

--

Comments

--

Date of Needham Select Board Approval

--

Event Manager Information**Event Manager's Name**

Tracy Vaughan Murphy

Event Manager's Email

vmurphy@bidneedham.org

Event Manager's Mailing Address (street, town, state, zip)

BIDN 148 Chestnut Street, Needham, MA 02492

Event Manager's Phone Number

617-513-2101

Contact Number During the Event

617-513-2101

Organization Information**Organization Name**

Beth Israel Deaconess Hospital Needham

Is the organization for non-profit or for profit?

Non-Profit

Tax ID #

11276979

Event Information**Name of Event**

BIDN Annual Meeting of the Boards

Date of Event

09/28/2022

Details of Event

Board of Trustees business meeting followed by presentation by Sec. Rosalin Acosta and then reception

Requested Start Time: Liquor License**Requested End Time: Liquor License**

9/23/22, 1:51 PM

5:00 pm

Hours of Event

5:00-9:00 pm

Name of Event Location (i.e. example, Powers Hall, VFW)

Powers Hall

Event Location Address (street, town, state, zip)

Needham Town Hall 1471 Highland Ave

Maximum Number of Expected People

90

Is Event Open to the Public

No

Are tickets being sold in advance for this event?

No

Is there an Admission fee?

No

Are you using dues collected to purchase alcohol for this event?

No

Is the license for a dining hall maintained by an incorporated educational institution authorized to grant degrees?

No

Alcohol

Non-Profit: License is for the Sale of:

All Alcoholic Beverages

Service of Alcohol plan

Guests will be served

Please attached floorplan (can be hand drawn) of the event facility with liquor delivery plan.

Bartenders/Servers

Bartender Name	Certificate Expiration Date
Jay Spencer	--

Please Read

I agree

☒

Acknowledgement

I agree

☒

Digital Signature of Permit Applicant

Tracy Vaughan Murphy

09/19/2022

Attachments

- pdf

TVM MA drivers.pdf

Uploaded by Tracy Murphy on Sep 19, 2022 at 2:40 pm
- msg

External Save the Date Annual Meeting of the Boards.msg

Uploaded by Tracy Murphy on Sep 19, 2022 at 2:41 pm
- docx

Please contact Jay Spencer.docx

Uploaded by Tracy Murphy on Sep 19, 2022 at 2:44 pm
- pdf

AMOB Floor plan.pdf

Uploaded by Tracy Murphy on Sep 19, 2022 at 2:48 pm

History

Date	Activity
https://needhamma.viewpointcloud.io/#/explore/records/23313/printable?act=true&app=true&att=true&emp=true&int=true&loc=true&sec=1012498%2...	

Date	Activity
Sep 19, 2022 at 2:26 pm	Tracy Murphy started a draft of Record SLL-10004
Sep 19, 2022 at 2:28 pm	Tracy Murphy altered Record SLL-10004, changed ownerCity from "" to "Needham"
Sep 19, 2022 at 2:28 pm	Tracy Murphy altered Record SLL-10004, changed ownerEmail from "" to "tvmurphy@bidneedham.org"
Sep 19, 2022 at 2:28 pm	Tracy Murphy altered Record SLL-10004, changed ownerName from "" to "Powers Hall Town Hall event for BID Needham"
Sep 19, 2022 at 2:28 pm	Tracy Murphy altered Record SLL-10004, changed ownerPhoneNo from "" to "6175132101"
Sep 19, 2022 at 2:28 pm	Tracy Murphy altered Record SLL-10004, changed ownerPostalCode from "" to "02492"
Sep 19, 2022 at 2:28 pm	Tracy Murphy altered Record SLL-10004, changed ownerState from "" to "MA `"
Sep 19, 2022 at 2:28 pm	Tracy Murphy altered Record SLL-10004, changed ownerStreetName from "" to "Chestnut Street"
Sep 19, 2022 at 2:28 pm	Tracy Murphy altered Record SLL-10004, changed ownerStreetNo from "" to "148"
Sep 19, 2022 at 2:48 pm	Tracy Murphy submitted Record SLL-10004
Sep 19, 2022 at 2:48 pm	approval step Application Completion Reviewwas assigned to Kristin Scoble on Record SLL-10004
Sep 22, 2022 at 2:03 pm	Kristin Scoble approved approval step Application Completion Review on Record SLL-10004
Sep 22, 2022 at 2:03 pm	approval step Police Department Reviewwas assigned to John McGrath on Record SLL-10004
Sep 22, 2022 at 2:10 pm	John McGrath approved approval step Police Department Review on Record SLL-10004
Sep 22, 2022 at 2:10 pm	approval step Application Added to Select Board Consent Agendawas assigned to Kristin Scoble on Record SLL-10004
Sep 22, 2022 at 2:14 pm	Kristin Scoble approved approval step Application Added to Select Board Consent Agenda on Record SLL-10004
Sep 22, 2022 at 2:14 pm	approval step Outcome of Select Board meetingwas assigned to Kristin Scoble on Record SLL-10004

Timeline

Label	Status	Activated	Completed	Assigne
 Application Completion Review	Complete	Sep 19, 2022 at 2:48 pm	Sep 22, 2022 at 2:03 pm	Kristin S
 Police Department Review	Complete	Sep 22, 2022 at 2:03 pm	Sep 22, 2022 at 2:10 pm	John Mc
 Application Added to Select Board Consent Agenda	Complete	Sep 22, 2022 at 2:10 pm	Sep 22, 2022 at 2:14 pm	Kristin S
 Outcome of Select Board meeting	Active	Sep 22, 2022 at 2:14 pm	-	Kristin S
 Fee Review	Inactive	-	-	-
 Print Review	Inactive	-	-	-
 Issue One Day Special Liquor License	Inactive	-	-	-
 Transmittal of Notice of Approval of Special License to Needham Police and ABCC	Inactive	-	-	-
 Close Permit	Inactive	-	-	-



Town of Needham, MA

09/23/2022

SLL-10005

One Day Special Liquor License

Status: Active**Date Created:** Sep 23, 2022**Applicant**

Jim Reulbach
mborrelli@borrellegal.com
96 Bradford Street
Needham, MA 02492
7814001391

Primary Location

92 ROSEMARY ST
Needham, MA 02492

Internal Use Section (for use by Town Manager's Office)**Status (in process, approved, denied)**

--

Conditions/Restrictions (If no restrictions, please enter "None".)

--

Comments

--

Date of Needham Select Board Approval

--

Event Manager Information**Event Manager's Name**

Jim Reulbach

Event Manager's Email

Sox09@yahoo.com

Event Manager's Mailing Address (street, town, state, zip)

96 Bradford Street

Event Manager's Phone Number

7814001391

Contact Number During the Event

6174351090

Organization Information**Organization Name**

Needham Exchange Club

Is the organization for non-profit or for profit?

Non-Profit

Tax ID #

--

Event Information**Name of Event**

Club Meeting

Date of Event

10/06/2022

Details of Event

Club meeting with caterer

Requested Start Time: Liquor License

6:00

Requested End Time: Liquor License

9:00

Hours of Event

6pm-9pm

Name of Event Location (i.e. example, Powers Hall, VFW)

Memorial Park Fieldhouse

Event Location Address (street, town, state, zip)

92 Rosemary Street

Maximum Number of Expected People

50

Is Event Open to the Public

No

Are tickets being sold in advance for this event?

No

Is there an Admission fee?

No

Are you using dues collected to purchase alcohol for this event?

No

Is the license for a dining hall maintained by an incorporated educational institution authorized to grant degrees?

No

Alcohol**Non-Profit: License is for the Sale of:**

All Alcoholic Beverages

Service of Alcohol plan

Guests will purchase at bar

Please attached floorplan (can be hand drawn) of the event facility with liquor delivery plan.**Bartenders/Servers****Bartender Name**

Cheryl Keenan

Certificate Expiration Date

11/11/2022

Please Read**I agree****Acknowledgement****I agree****Digital Signature of Permit Applicant**

Jim Reulbach

09/19/2022

Attachments

EC2C6461-685C-4545-9B47-C797AB057A0C.jpeg

Uploaded by Jim Reulbach on Sep 23, 2022 at 12:38 pm



C3C7066A-CDCE-4773-8EEC-5572E434B10A.jpeg

Uploaded by Jim Reulbach on Sep 23, 2022 at 10:25 am



0712C0A1-22D3-4330-B4FF-168E9D1369BA.jpeg

Uploaded by Jim Reulbach on Sep 23, 2022 at 10:29 am



93335B4C-7E82-40BC-AE87-F581B14B3F36.jpeg
Uploaded by Jim Reulbach on Sep 23, 2022 at 10:25 am



16E438BA-4B85-4935-97CC-226037FA752D.jpeg
Uploaded by Jim Reulbach on Sep 23, 2022 at 10:34 am

History

Date	Activity
Sep 19, 2022 at 9:49 am	Jim Reulbach started a draft of Record SLL-10005
Sep 23, 2022 at 12:38 pm	Jim Reulbach submitted Record SLL-10005
Sep 23, 2022 at 12:38 pm	approval step Application Completion Reviewwas assigned to Kristin Scoble on Record SLL-10005
Sep 23, 2022 at 1:32 pm	Kristin Scoble approved approval step Application Completion Review on Record SLL-10005
Sep 23, 2022 at 1:32 pm	approval step Police Department Reviewwas assigned to John McGrath on Record SLL-10005

Timeline

Label	Status	Activated	Completed	Assigne
 Application Completion Review	Complete	Sep 23, 2022 at 12:38 pm	Sep 23, 2022 at 1:32 pm	Kristin S
 Police Department Review	Active	Sep 23, 2022 at 1:32 pm	-	John M
 Application Added to Select Board Consent Agenda	Inactive	-	-	-
 Outcome of Select Board meeting	Inactive	-	-	-
 Fee Review	Inactive	-	-	-
 Print Review	Inactive	-	-	-
 Issue One Day Special Liquor License	Inactive	-	-	-
 Transmittal of Notice of Approval of Special License to Needham Police and ABCC	Inactive	-	-	-
 Close Permit	Inactive	-	-	-



NEEDHAM PARK AND RECREATION DEPARTMENT

Rosemary Recreation Complex

178 Rosemary Street

Needham, MA 02494

Needham Select Board

Town of Needham

1471 Highland Ave

Needham, MA 02492

Dear Select Board,

The Needham Park and recreation Department Intents to hire **D'Angio, Olivia** as a Summer Program Counselor for the Needham Park and Recreation Department programs.

Oliva is Currently employed by the public School.

The Department will be hiring them to assist with the Summer Program(s) Oliva will work no more the 20 hours a week.

Attached is a copy of the Letter that D'Angio has submitted, disclosing the second position with the Public Schools, as well as her 20(b) Disclosure Form.

Please do not hesitate to contact me if I can provide any further Information.

Sincerely,



Stacey Mulroy

**DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)**

MUNICIPAL EMPLOYEE INFORMATION	
Name of municipal employee:	Olivia D'Anglo
Title/ Position	Summer Program Counselor
Fill in this box If it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Needham Park and Recreation
Agency Address	178 Rosemary St. Needham MA, 02494
Office phone:	(781)-455-7930
Office e-mail:	ParkandRecreation@needhamma.gov
	Check one: ☐ Elected or ☒ Non-elected
Starting date as a municipal employee.	July 1, 2022
BOX # 1 Select either STATEMENT #1 or STATEMENT #2. Write an X beside your financial interest.	ELECTED MUNICIPAL EMPLOYEE I am an elected municipal employee. ☐ STATEMENT #1: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. OR ☐ STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency. My financial interest in a municipal contract is: ☐ I have a non-elected, compensated municipal employee position. ☐ A municipal agency has a contract with me. ☐ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ☐ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 Select either STATEMENT #1 or STATEMENT #2.	NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE I am a non-elected municipal employee. ☐ STATEMENT # 1: I had one of the following financial interests in a contract made by a municipal agency before I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

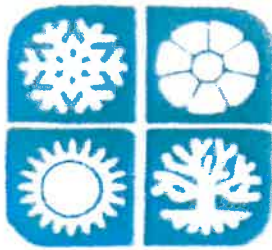
	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Stacey Mulroy
Title/ Position	Park and Recreation Director
Municipal Agency:	Needham Park and Recreation
Agency Address:	178 Rosemary St Needham MA, 02494
Office Phone:	(781)-455-7930
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	09/02/2022

**APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN OR TOWN COUNCIL**

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.

File disclosure, Certification and Approval with the city or town clerk.



NEEDHAM PARK AND RECREATION DEPARTMENT

Rosemary Recreation Complex

178 Rosemary Street

Needham, MA 02494

Needham Select Board

Town of Needham

1471 Highland Ave

Needham, MA 02492

Dear Select Board,

The Needham Park and recreation Department Intents to hire **Oberle, Carol** as a Yoga Instructor for the Needham Park and Recreation Department programs.

Carol is Currently employed by the public School.

The Department will be hiring them to assist with the Yoga Program(s) Carol will work no more the 4 hours a week.

Attached is a copy of the Letter that Oberle has submitted, disclosing the second position with the Public Schools, as well as her 20(b) Disclosure Form.

Please do not hesitate to contact me if I can provide any further Information.

Sincerely,

Stacey Mulroy

**DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)**

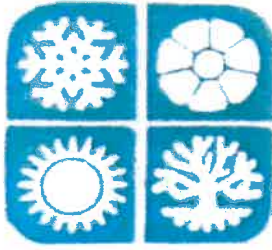
	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Carol Oberle
Title/ Position	Yoga Instructor
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Needham Park and Recreation
Agency Address	178 Rosemary St. Needham MA, 02494
Office phone:	(781)-455-7930
Office e-mail:	ParkandRecreation@needhamma.gov
	Check one: ☐ Elected or ☒ Non-elected
Starting date as a municipal employee.	July 1, 2022
BOX # 1	ELECTED MUNICIPAL EMPLOYEE
Select either STATEMENT #1 or STATEMENT #2.	I am an elected municipal employee .
Write an X beside your financial interest.	☐ STATEMENT #1: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. OR ☐ STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency. My financial interest in a municipal contract is: ☒ I have a non-elected, compensated municipal employee position. ☐ A municipal agency has a contract with me. ☐ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ☐ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2	NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE
Select either STATEMENT #1 or STATEMENT #2.	I am a non-elected municipal employee .
	☐ STATEMENT # 1: I had one of the following financial interests in a contract made by a municipal agency before I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. \$40.00
Date when you acquired a financial interest	September 26, 2022
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. N/A
Date when your immediate family acquired a financial interest	N/A
Write an X to confirm each statement.	FOR A CONTRACT FOR PERSONAL SERVICES – Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency). I will have a contract with a municipal agency to provide personal services. ☐ The services will be provided outside my normal working hours as a municipal employee. ☒ The services are not required as part of my regular duties as a municipal employee. ☒ For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	<i>Carol J O'Keefe</i>
Date:	<i>9/6/22</i>

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.



NEEDHAM PARK AND RECREATION DEPARTMENT

Rosemary Recreation Complex

178 Rosemary Street

Needham, MA 02494

Needham Select Board

Town of Needham

1471 Highland Ave

Needham, MA 02492

Dear Select Board,

The Needham Park and recreation Department Intents to hire **Farrell, Edmund** as a Recreation Specialist for the Needham Park and Recreation Department programs.

Edmund is Currently employed by the public School.

The Department will be hiring them to assist with the Ice Skating, Badminton, Ski trip Program(s) Edmund will work no more the 20 hours a week.

Attached is a copy of the Letter that Farrell has submitted, disclosing the second position with the Public Schools, as well as his 20(b) Disclosure Form.

Please do not hesitate to contact me If I can provide any further Information.

Sincerely,

Stacey Mulroy

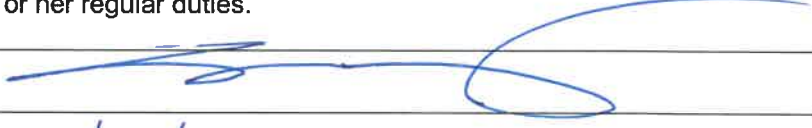
**DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)**

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Edmund Farrell
Title/ Position	Recreation Specialist
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Needham Park and Recreation
Agency Address	178 Rosemary St. Needham MA, 02494
Office phone:	(781)-455-7930
Office e-mail:	ParkandRecreation@needhamma.gov
	Check one: ☐ Elected or ☒ Non-elected
Starting date as a municipal employee.	July 1, 2022
BOX # 1 Select either STATEMENT #1 or STATEMENT #2. Write an X beside your financial interest.	ELECTED MUNICIPAL EMPLOYEE I am an elected municipal employee. ☐ STATEMENT #1: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. OR ☐ STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency. My financial interest in a municipal contract is: ☐ I have a non-elected, compensated municipal employee position. ☐ A municipal agency has a contract with me. ☐ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ☐ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 Select either STATEMENT #1 or STATEMENT #2.	NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE I am a non-elected municipal employee. ☐ STATEMENT # 1: I had one of the following financial interests in a contract made by a municipal agency before I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Stacey Mulroy
Title/ Position	Park and Recreation Director
Municipal Agency:	Needham Park and Recreation
Agency Address:	178 Rosemary St Needham MA, 02494
Office Phone:	(781)-455-7930
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	09/06/2022

**APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN OR TOWN COUNCIL**

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.

File disclosure, Certification and Approval with the city or town clerk.



Town of Needham, Massachusetts
Road Event Form

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD

2022 SEP 19 P 4:44

INTERNAL USE ONLY

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

CH # 904
pd 9.20.22

TYPE OF EVENT: (check all that apply)

☒ RUN ☒ WALK ☐ BICYCLE ☐ MOTORCYCLE

Name of Event:

Needham Run Club New Year's Day 5k

Name of Organization:

Needham Run Club

Event Date(s) and Rain Date if requesting:

January 1, 2023

Earliest Time Expected in Needham:

9:00AM

Latest Time Expected in Needham:

12:30pm

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

If yes, name of Town and date:

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

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

Organization Mailing Address:

Needham Run Club, 35 Sunnyside Rd, Needham 02494

Organization is
☒ **Not-for-Profit**

Organization Billing Address (if Police Detail is required):

Needham Run Club, 35 Sunnyside Rd, Needham 02494

Primary Contact:

Brad Fernandes

Contact Title:

Contact Address:

Needham Run Club, 35 Sunnyside Rd, Needham 02494

Contact Phone (Day):

857-352-4536

Contact Phone (Cell):

857-352-4536

Contact Email:

bradfern12@hotmail.com

Number of Expected Participants:

300-500 depending on weather

Number of Expected Spectators at Peak

Time: 45

Are participants charged a fee?

☒ YES ☐ NO

Estimated Number of Vehicles:

80, most people walk

What type of Parking is required:

Metered spots, Needham Center Lot have worked in the past

Describe Parking Plan, include where participants and spectators will park and length of time expected to be parked:

On street/lot parking around the YMCA

Are event organizers available to meet with members of the Town to plan event?

☒ YES ☐ NO

Do event organizers foresee the need for any road closures (subject to police review)?

☒ YES ☐ NO

What will be done in case of inclement weather?

Race will be held unless blizzard or lightning

Will neighborhoods be impacted by parking and traffic?

No

What activities are planned for the start of the race (if in Needham)?

Very brief announcement/National Anthem

What activities are planned for the end of the race (if in Needham)?

Small table with water, bagels, bananas etc.

What facilities are needed for the start of the race (if in Needham)?

We use the YMCA

What facilities are needed for the end of the race (if in Needham)?

We use the YMCA

Once the event begins, how long will it take to complete the event?

Roughly 1 hour to account for slower runners/walkers

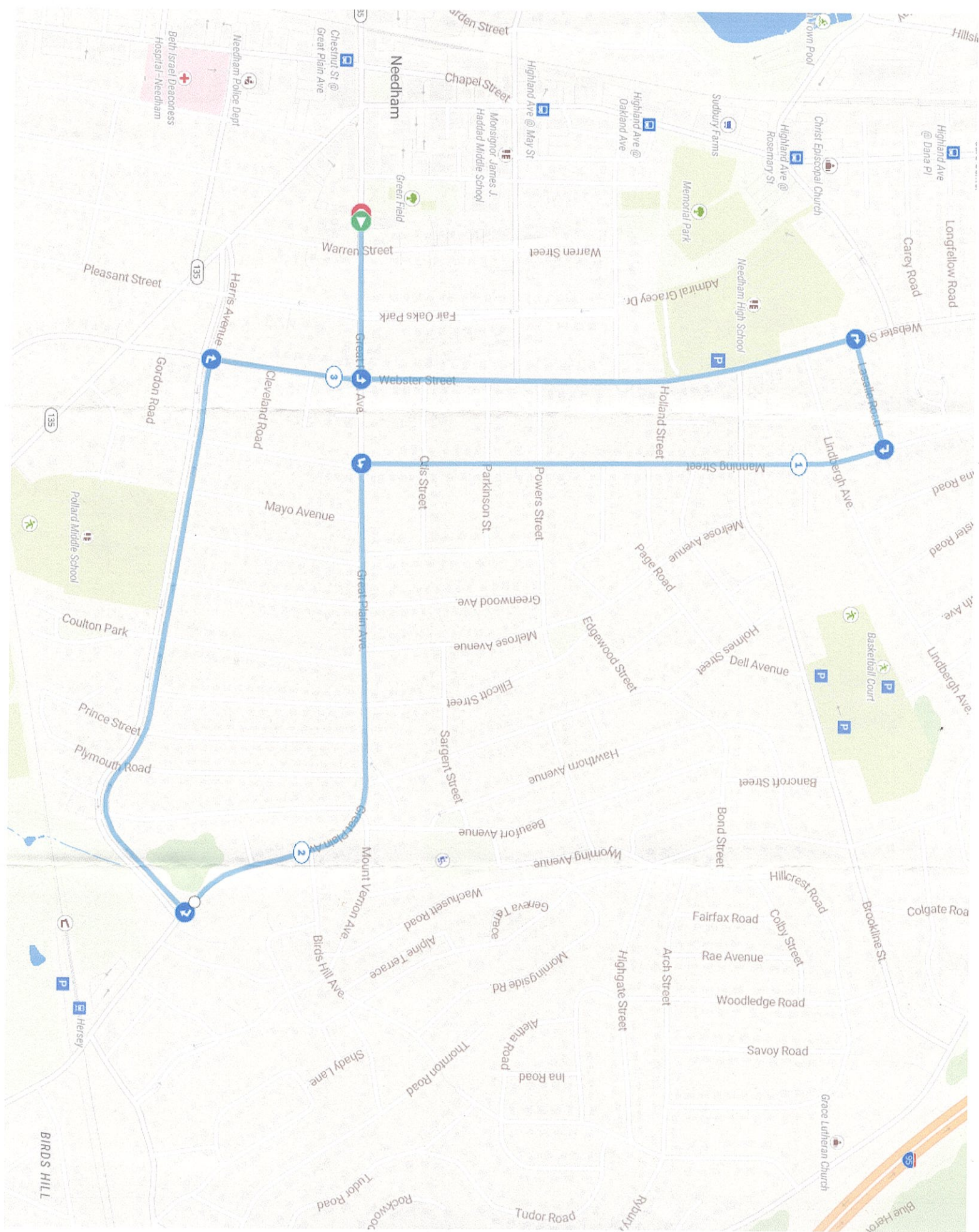
Are signs requested to post at the start of the race? At the end of the race? Are signs requested for along the route?	We will have mile markers
Will volunteers be placed along the route?	Yes, at the turns.
Will you be using a sound system? (includes music) If yes, please describe where and when it will be used.	We use a small PA speaker at the beginning.
Will there be any food served? (contact Needham Health Dept: 781-455-7500 x262)	Water, bagels, bannanas per usual
Will portable toilets be used? List locations.	We use the YMCA
Will hydration stops be set up along route? If yes, please include these on route plan.	Water at the finish line
If the event takes place after dark, what is the plan to meet lighting needs?	N/A
What safety measures are being made for participants and spectators? What are plans for handling first aid and medical emergencies?	We will have volunteers along the route who will be able to call for help
Does the event take place during commuter times?	No
Is school in session during the event? Will school drop off or pick up be impacted by the event?	No
Are businesses open during the time of the event?	Not typically
Does the route pass any business that might be impacted by the event? (e.g. funeral homes, markets, restaurants)	No
Are there any churches/houses of worship located along the event route? Will church/house of worship services take place during the event?	No
What is the plan to handle trash?	We will carry out all trash

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

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

PLEASE NOTE:

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



Dear Town of Needham Select Board, DPW, and Emergency Services,

It is with great enthusiasm that I submit another application for a permit to host The Jog for Joy 5K: a fun run in support of mental health resources for teens. In the past three years since it was founded we've seen over a thousand participants and we've given away tens of thousands of dollars to organizations doing needed and quality work in caring for the mental health of teens and their families. One of these organizations is the Needham Youth & Family Services Department, and we are excited to continue supporting their work this year with some of the proceeds of The Jog for Joy. We will also be donating to a similar organization in a neighborhood of Boston to support their Youth Mental Health First Aid training course that has been so helpful in Needham.

Assuming your approval, we'll host the road race at 1pm on Sunday, December 4th, and then open our doors to anyone who wants to stay for awards, live music, photos with Santa, and goodies.

I appreciate your support in the past and look forward to continuing with you.

Attached please find our event application for the 2022 Jog for Joy 5K.

Warmly,

A handwritten signature in black ink, appearing to read "Ryan P. Marshall". The signature is fluid and cursive, with the first name "Ryan" being more prominent than the last name "Marshall".

Rev. Ryan P. Marshall
Race Director, The Jog for Joy 5K



Town of Needham, Massachusetts Road Event Form

INTERNAL USE ONLY

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

TYPE OF EVENT: (check all that apply)

☒ **RUN** ☒ **WALK** ☐ **BICYCLE** ☐ **MOTORCYCLE**

Name of Event:

The Jog for Joy 5K

Name of Organization:

Highrock Church MetroWest

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

If yes, name of Town and date:

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

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

Organization Mailing Address:

754 Greendale Ave, Needham

Organization



is

Not-for-Profit

Organization Billing Address (if Police Detail is required):

7 Clematis Rd., Lexington MA 02421

Primary Contact:

Ryan Marshall

Contact Title:

Race Director and Pastor

Contact Address:

35 Rockland St., Natick MA

Contact Phone (Day):

Contact Phone (Cell):

614-961-9447

Contact Email:

ryanm@highrock.org

Event Date(s): December 4, 2022	Date Expected to be in Needham:
Earliest Time Expected in Needham: 12:00pm	Latest Time Expected in Needham: 2:30pm
Number of Expected Participants: 300	Number of Expected Spectators at Peak Time: 50
Are participants charged a fee? ☒ YES ☐ NO	
Estimated Number of Vehicles: 100	What type of Parking is required: Highrock Church lot, street.
Describe Parking Plan, include where participants and spectators will park and length of time expected to be parked: Parking at Highrock Church for Start/Finish and Greendale street parking. Participants will park up to an hour before and after the event start and finish.	
Are event organizers available to meet with members of the Town to plan event? ☒ YES ☐ NO	Do event organizers foresee the need for any road closures (subject to police review)? ☐ YES ☒ NO
What will be done in case of inclement weather? Race organizers will make a decision to cancel if lightning storms immanent or black ice is probable.	
Will neighborhoods be impacted by parking and traffic? Minimal parking effect, racers will impact travel	
What activities are planned for the start of the race (if in Needham)? No activities other than the beginning of the race.	
What activities are planned for the end of the race (if in Needham)? "After party" inside Highrock Church including refueling station (bananas, water, hot chocolate, soup), music, awards to athletes, inspiring speeches, etc.	

<i>What facilities are needed for the start of the race (if in Needham)?</i>	
Bathrooms at Highrock and possibility of portapotties	
<i>What facilities are needed for the end of the race (if in Needham)?</i>	
Same	
<i>Once the event begins, how long will it take to complete the event?</i>	
The outdoor race take approx 1.5 hours, the indoor party will extend from Noon to 4pm	
<i>Are signs requested to post at the start of the race? At the end of the race? Are signs requested for along the route?</i>	We would like to place our own branded signs at the start/finish and each mile marker.
<i>Will volunteers be placed along the route?</i>	Course Marshals at each turn (marked as Stations on the map) as well as roving cyclists.
<i>Will you be using a sound system? (includes music) If yes, please describe where and when it will be used.</i>	PA system for announcements and
<i>Will there be any food served? (contact Needham Health Dept: 781-455-7500 x262)</i>	bananas, energy bars, water, hot choc, soup in our building. our kitchen is certified.
<i>Will portable toilets be used? List locations.</i>	If deemed necessary, in our parking lot. We will have restrooms open for participants on race day.
<i>Will hydration stops be set up along route? If yes, please include these on route plan.</i>	no
<i>If the event takes place after dark, what is the plan to meet lighting needs?</i>	
<i>What safety measures are being made for participants and spectators? What are plans for handling first aid and medical emergencies?</i>	Medical tent located at start/finish with volunteer nurse on hand
<i>Does the event take place during commuter times?</i>	No
<i>Is school in session during the event? Will school drop off or pick up be impacted by the event?</i>	No
<i>Are businesses open during the time of the event?</i>	Some
<i>Does the route pass any business that might be impacted by the event? (e.g. funeral homes, markets, restaurants)</i>	A few business on the corner of Great Plain and Broadmeadow

<i>Are there any churches/houses of worship located along the event route? Will church/house of worship services take place during the event?</i>	Race start time is planned to minimize impact on Grace Lutheran Church
<i>What is the plan to handle trash?</i>	Trash barrels available at Start/Finish and in our building. Volunteers will monitor trash along the route and a final sweep will be done after the race.

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

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

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

Route Plan: (see map on next page)
Start in Parking Lot of 754 Greendale Ave
Head south on Greendale
Right onto Grosvenor
Cross and merge onto Broad Meadow (left)
Right onto Great Plain Ave
Right onto Beaufort
Right onto Bond
Left onto Bancroft
Right onto Brookline
Right onto Greendale
Finish in Parking Lot at 754 Greendale





50ARLINNH

SHUNDLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Emery & Webb, Inc. 989 Main Street Fishkill, NY 12524	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(845) 896-6727	FAX (A/C, No): (845) 896-6877
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Highrock Covenant Church - Arlington 14 Mill Street Arlington, MA 02476	INSURER A :	GuideOne Mutual	15032
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC OTHER:			1432320	9/15/2022	9/15/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GENERAL AGGREGATE	\$ 3,000,000						
	PRODUCTS - COMP/OP AGG	\$ 3,000,000						
								\$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE	\$
							AGGREGATE	\$
	DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate is issued ass proof of General Liability with respect to the 5K road run on December 4,2022

CERTIFICATE HOLDER

CANCELLATION

Town of Needham 1471 Highland Ave. Needham, MA 02492	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



For Calendar Year: 2022

TOWN OF NEEDHAM
APPLICATION/RENEWAL FOR CLASS II LICENSE

The undersigned hereby applies for a Class II License in the Town of Needham, in accordance with the provisions of the Statutes relating thereto:

Name of Applicant (must be an individual): Hentley Holden LLC

Name of Business: Needham Auto Sales

If Business is a Corporation / Corporate Name and Officers: _____

Graham Parker

If Business is not a Corporation, Name of Owner: _____

Address of Establishment: 76 Wexford St Needham, MA 02494

Mailing Address, if different from Establishment: 205 Rawson Rd Brookline, MA 02445

Email Address: info@autosalesneedham.com

Telephone Number: 617-475-0787 Fax Number: _____

Signature of Applicant: [Signature] Date: 9/17/22

To be returned with completed application:

1. M.G.L. Ch. 140 Sec 58 (1) requires applicant to obtain a bond and continue in effect a surety bond payable in the amount of \$25,000.00 to the Town of Needham. This bond must be returned with completed application.
2. A certificate of insurance showing evidence that the applicant has workers' compensation insurance must be included with this completed application.
3. A completed current Motor Vehicle Dealer Certification Form must be included with this application.

Pursuant to M.G.L. Ch. 62C, Sec. 49A:

I certify under penalties of perjury that I, to my best knowledge and belief, have read and am in compliance with the contents of M.G.L. Chapter 62C, Section 49A (on reverse side of this application).

Signature of Applicant (Mandatory)

By Corporate Officer
(If applicable)

8257659357

9/17/22

Either a Social Security Number or
Federal Identification Number
Must Be Supplied

Date (required)

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

**COMCAST OF NEEDHAM, INC. ERRATUM
AND LICENSE ADDENDUM STATEMENT
September __, 2022**

In the cable television Renewal License titled 'CABLE TELEVISION RENEWAL LICENSE GRANTED TO Comcast of Needham, Inc.' effective date December 18, 2022:

- 1. On Page 6, in the first sentence, the words “Comcast of Needham, Inc.” are hereby substituted for the words “Comcast Cable Communications Management, LLC”;¹**
- 2. On Page 9, in clause (26) of Section 1.1, the words “Comcast of Needham, Inc.” are hereby substituted for the words ‘Comcast Cable Communications Management, LLC’;**
- 3. On Page 46, above the signature of Anthony Bowling, the words “Comcast of Needham, Inc.” shall be substituted for “Comcast Cable Communications Management, LLC”.**

It is the intention of Comcast of Needham, Inc. that this Erratum be appended to and incorporated into the above referenced "CABLE TELEVISION RENEWAL LICENSE GRANTED TO Comcast of Needham, Inc." and that the Town of Needham may in any and all respects rely on same as a binding and enforceable license addendum.

Comcast of Needham, Inc
BY ITS AUTHORIZED REPRESENTATIVE:

Gregory Franks

Comcast of Needham, Inc. - Dated: 9/13/22

**Comcast Cable Communications Management, LLC
BY ITS AUTHORIZED REPRESENTATIVE:**

Gregory Franks

Comcast Cable Communications Management, LLC - Dated: 9/13/22

**Select Board of the Town of Needham, as License Issuing Authority
AS AUTHORIZED:**

Marianne B. Cooley, Chairperson, Select Bord - Dated: _____

¹ Erratum note: The above corrections are consistent with and effectuate the intent of the Needham Comcast License which as executed already states, at the top of Page 46, "...all terms and conditions are agreed to by Comcast of Needham, Inc."