

SELECT BOARD

June 25, 2019

Needham Town Hall

Agenda

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

	6:45	Informal Meeting with Citizens <i>One or more members of the Select Board will be available between 6:45 and 7:00 p.m. for informal discussion with citizens. While not required, citizens are encouraged to call the Select Board's Office at (781) 455-7500 extension 204 in advance to arrange for an appointment. This enables the Board to better assure opportunities for participation and respond to citizen concerns.</i>
1.	7:00	Pride Month Proclamation
2.	7:00	Change of Beneficial Interest- Needham Cabot Concessions LLC. • Andrew Upton, Attorney
3.	7:00	Public Hearing- New Alcoholic License Latin- A Group, LLC d/b/a Latina Kitchen and Bar (30 Dedham Avenue) • Antonio DeTrizio, Proposed Manager
4.	7:00	Public Hearing Verizon Small Cell Wireless Antenna Grant of Location- 228 Brookline Street • Victor Manougian, McLane Middleton
5.	7:20	Director of DPW • Sign Notice of Traffic Regulation- Gibson Street • Sign Notice of Traffic Regulation- First Avenue
6.	7:25	Set Water & Sewer Rates • Kate Fitzpatrick, Town Manager • David Davison, Assistant Town Manager/Finance
7.	7:30	Set Transfer Station Rates • Kate Fitzpatrick, Town Manager • David Davison, Assistant Town Manager/Finance
8.	7:35	Approval of the Sale of Notes • David Davison, Assistant Town Manager/Finance • Evelyn Poness, Town Treasurer/Collector
9.	7:40	Town Manager • Board Support for Open Meeting Bill • Town Manager Report
10.	7:45	Board Discussion • Town Manager Performance Evaluation Policy • Committee Reports

APPOINTMENTS

	See Attached.	
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CONSENT AGENDA *=Backup attached

1.*	Ratify a request for a One Day Special Wines & Malt Beverages license for Maxwell Sparr, of Trip Advisor who hosted a Global Volunteer Day event on Thursday, June 20, 2019 from 3:00 p.m. to 7:00 p.m. The event was held at Trip Advisor, 400 First Avenue, Needham.
2.*	Approve a One Day Special Wines & Malt Beverages license for Kathleen Hunt of Core Net New England to host a program on June 25, 2019 from 5:30 p.m. to 8:30 p.m. The event will be held at Shark Ninja Headquarters, 89 A Street, Needham.
3.*	Approve a One Day Special Wines & Malt Beverages license for Susan Banez of Needham Pool and Racquet Club to hold its Beers and Bags- Cornhole Tournament on July 12, 2019 from 6:00 p.m. to 9:00 p.m. The event will be held at Needham Pool and Racquet, 1550 Central Avenue, Needham.
4.*	Approve open session minutes from May 28, 2019, June 10, 2019, and June 11, 2019.
5.	Accept the following donation made to the Needham Community Revitalization Trust Fund: \$100 from the Charles River Center.
6.	Accept the following donations made to the Needham Park and Recreation Commission from Needham Flag Football: Outdoor Movie Screen projector (\$620); and a \$5,000 contribution towards Memorial Park 90' Diamond renovation project.
7.*	Water & Sewer Abatement Order No. 1276
8.	Approve a Muscular Dystrophy Association (MDA) collection weekend in the intersection of GPA and Chestnut Street on September 21, 2019 and October 26, 2019 from 9:00 a.m. – 12:00 p.m. both days.
9.	Approve and sign agreement between the Town of Needham and the Needham Independent Public Employees' Association from July 1, 2018 – June 30, 2021.
10.	Approve and sign agreement between the Town of Needham and the Needham Building Custodian and Tradesman Independent Association from July 1, 2018 – June 30, 2019, and July 1, 2019 – June 30, 2022.

Select Board Committee Reappointments June 25, 2019

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



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

Office of the
SELECT BOARD

TEL: (781) 455-7500
FAX: (781) 449-4569
TDD: (781) 455-7558

PROCLAMATION

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

NOW THEREFORE, be it resolved that June, 2019 be declared Pride Month in the Town of Needham and that all residents be encouraged to recognize and acknowledge the contributions of the LGBTQ members of our community as we continue to advance the principals of liberty, equality and inclusivity for all.

Signed this 25th day of June, 2019

Select Board of Needham

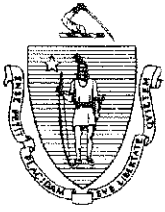


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 6/25/2019

Agenda Item	Change of Beneficial Interest – Needham Cabot Concessions LLC
Presenter(s)	Andrew Upton, Attorney

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Mr. Upton has submitted, on behalf of Needham Cabot Concessions LLC operating in the Needham Sheraton, 100 Cabot Street, an amendment application for a Change in Beneficiary of its liquor license. Our review indicates that all paperwork is in order and this transaction has been advertised in the May 30, 2019 Needham Times.
2.	VOTE REQUIRED BY SELECT BOARD
	Suggested Motion: <i>Move that the Select Board approve and sign an amendment application for a Change in Beneficiary for Needham Cabot Concessions, LLC, 100 Cabot Street, Needham and to forward this application to the ABCC for approval.</i>
3.	BACK UP INFORMATION ATTACHED
	1. Amendment Application for a Change of Beneficiary 2. Beneficial Interest Form 3. Vote of the Corporate Board 4. Notice of Advertisement All other documents related to these transactions are on file in the Town Manager's Office.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street Boston, MA 02114
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.paybill.com/mass/abcc/retail/>

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)

00001-HT-0770

ENTITY/ LICENSEE NAME Needham Cabot Concessions, LLC

ADDRESS 100 Cabot Street

CITY/TOWN Needham

STATE MA

ZIP CODE 02494

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 |

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Michael Heaton	715 West Road, Salem, CT 06420		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member and Manager	50%	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB
Raj Dansinghani	26 Greenview Terrace, Middletown, CT 06457		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member and Manager	50%	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Additional pages attached?

☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 2, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
Please provide a copy of the management agreement.

☐ Yes ☒ No

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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
Joe Camerano	Member and Officer	50%
Name of Principal	Title/Position	Percentage of Ownership
Alisha Kalous	Member	50%
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

4. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 2, 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
Computer Drive Concessions, LLC	\$12	Double Tree by Hilton Westborough	Westborough

5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 2, 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

6. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 4 or 5 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. FINANCIAL DISCLOSURE

Associated Cost(s): (E.g. 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):

N/A

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total:	0.00

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.
			☐ 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.

Assignment present with no financial consideration

CORPORATE VOTE

The Board of Directors or LLC Managers of

Needham Cabot Concessions, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Needham

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Feb 25, 2019

Date of Meeting

For the following transactions (Check all that apply):

- ☒ Change of Officers/Directors/LLC Manager
- ☐ Change of Ownership Interest (LLC Members, LLP Partners, Trustees)
- ☒ Issuance/Transfer of Stock/New Stockholder
- ☐ Management/Operating Agreement
- ☐ Other _____

"VOTED: To authorize

Andrew F. Upton

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

Alisha Kalous

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

LEGAL NOTICE

PUBLIC HEARING

**NEEDHAM CABOT CONCESSIONS, LLC
– 100 Cabot Street**

Change of Officers/Beneficial Interest

A public hearing will be held on Tuesday, June 25, 2019 in Needham Town Hall, 1471 Highland Avenue, Needham, MA 02492 at 7:00 p.m. under the provisions of Chapter 138, Section 12 of the M.G.L. on the amendment application of Needham Cabot Concessions, LLC for a change of Officers and Beneficiary in its liquor license. Needham Cabot Concessions is located in the Sheraton Needham Hotel located at 100 Cabot Street.

The Board of Selectmen invites all residents and interested parties to provide input at this meeting. Public comments may also be directed to the Board of Selectmen, c/o Needham Town Hall, 1471 Highland Avenue, Needham, MA or selectmen@needhamma.gov.

Board of Selectmen
Licensing Board for the Town of Needham

Needham Times, May 30, 2019



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

MEETING DATE: 06/25/2019

Agenda Item	Public Hearing- New Alcoholic License Latin-A Group, LLC d/b/a Latina Kitchen and Bar (30 Dedham Avenue)
Presenter(s)	Antonio DeTrizio, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED Mr. DeTrizio will present an application for an All Alcoholic License for Latin-A Group, LLC d/b/a Latina Kitchen and Bar. Latina Kitchen and Bar is a new restaurant that will be located at 30 Dedham Avenue. The restaurant will consist of 2,900 SF on the 1st floor and the 1,500 SF in the basement that will be used for prep area and liquor storage area. Included on the first floor is an open kitchen and multiple dining areas with a total seating capacity for 100 patrons. There are two entrances and three exits from the building. There are three houses of worship located within the 500' radius of proposed premises and M.G.L. Chapter 138 section 16C requires a vote of the Board after public hearing. No written comment was received by any of the houses of worship with respect to this hearing.										
2.	VOTE REQUIRED BY SELECT BOARD Suggested Motions: (A) That the Select Board approve the application for a new All Alcohol License under the Town of Needham Rules and Regulations Applicable To The Sale of Alcoholic Beverages in Restaurants for Latin-A Group, LLC d/b/a Latina Kitchen and Bar, Antonio DeTrizio, Manager, and to forward the approved Alcohol License application to the ABCC for approval. (B) That the Select Board determines that the premises are not detrimental to the educational and spiritual activities of the First Parish of Needham Unitarian Universalist, First Church of Christ Scientist and First Baptist Church. (C) That the Select Board approve application for Common Victualler License.										
3.	BACK UP INFORMATION ATTACHED <table><tr><td>1. Retail Application for License</td><td>6. Common Victualler Application</td></tr><tr><td>2. Corporate Vote</td><td>7. Menu</td></tr><tr><td>3. Articles of Organization</td><td>8. Lease Agreement</td></tr><tr><td>4. Business Plan</td><td>9. Legal Notice Information</td></tr><tr><td>5. Floorplan</td><td>10. M.G.L Chapter 138 Section 16C</td></tr></table>	1. Retail Application for License	6. Common Victualler Application	2. Corporate Vote	7. Menu	3. Articles of Organization	8. Lease Agreement	4. Business Plan	9. Legal Notice Information	5. Floorplan	10. M.G.L Chapter 138 Section 16C
1. Retail Application for License	6. Common Victualler Application										
2. Corporate Vote	7. Menu										
3. Articles of Organization	8. Lease Agreement										
4. Business Plan	9. Legal Notice Information										
5. Floorplan	10. M.G.L Chapter 138 Section 16C										

May, 29th 2019

BOARD OF SELECTMEN

Needham Licensing Board

Sub: Application for a New Alcoholic Beverage License

Respected Sirs,

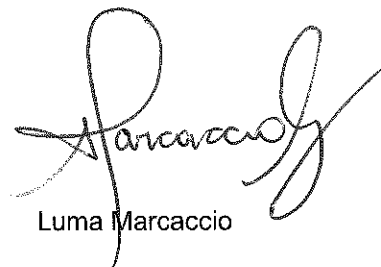
With reference of the above subject, we wish to inform you that we desire to apply for a new license complying with regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.11, E; 11/4/80 election; M.G.L. c.138, s.12; Chapter 32 of the Acts of 2014; 4/8/2014 election).

Attached please find required documentation and forms, including processing fees.

Thank you,



Antonio De Trizio
(481) 6546049
Manager



Luma Marcaccio
Manager

Latin-A Group, LLC d/b/a Latina Kitchen and Bar



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

APPLICATION FOR A NEW LICENSE

Municipality

Needham

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

On-Premises-12

TYPE

\$12 Restaurant

CATEGORY

All Alcoholic Beverages

CLASS

Annual

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

Application for new license/all alcoholic beverages restaurant in Needham, MA 02492. Latin-A Kitchen and Bar is a 100-seat fine-dining restaurant including 10 bar seats. Latin-A Kitchen + Bar will feature an outstanding New American – Latin cuisine menu with a touch of Mediterranean influence in an upscale ambience. We will be open 7 days a week for lunch and dinner. Attached summary of company.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name

Latin-A Group, LLC

FEIN

83-4681224

DBA

Latina Kitchen and Bar

Manager of Record

Antonio De Trizio

Street Address

30 Dedham Avenue, Needham, MA 02492

Phone

781 654 6049

Email

sdtrizio@gmail.com

Alternative Phone

781 654 5958

Website

www.latinakitchenbar.com

3. DESCRIPTION OF PREMISES

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

Premise: 30 Dedham Avenue in Needham, MA 02492. Approximately 2940 SF retail space. Open concept space with kitchen, bar and dining space in main level. Kitchen preparation area in basement (1500sf). No outdoor areas in the premises. Wine and liquor storage in basement. Floor plan attached.

Total Square Footage:

2900+1500

Number of Entrances:

2

Seating Capacity:

100

Number of Floors

1+basement

Number of Exits:

3

Occupancy Number:

190

4. APPLICATION CONTACT

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

Name:

Antonio De Trizio

Phone:

781 654 6049

Title:

Manager

Email:

sdtrizio@gmail.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure LLC	Date of Incorporation 05/06/2019
State of Incorporation Massachusetts	Is the Corporation publicly traded? ☐ Yes ☒ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Antonio De Trizio	5 Homsy Ln, Needham, MA 02494		
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Manager	50	☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Luma Marcaccio	5 Homsy Ln, Needham, MA 02494		
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Manager	50	☒ Yes ☐ No	☒ Yes ☐ No

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

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

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

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease ☒

Landlord Name Robert Tommasino Trustee 948

Landlord Phone 617 547 6559

Landlord Email srothman@fmcrcorp.com

Landlord Address 907 Massachusettes Ave, Cambridge, MA 02139

Lease Beginning Date 05/15/2019

Rent per Month \$ 8,575.00

Lease Ending Date 05/15/2024

Rent per Year \$ 102,900.00

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	\$ 35,000
C. Other * (Please specify below)	\$ 265,000
D. Total Cost	\$ 300,000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Luma Marcaccio	\$ 150,000
Antonio De Trizio	\$ 150,000
Total	\$ 300,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			☐ 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.

Bank Statement evidencing funds attached.
 * Other Cost: Renovation Cost \$ 100,000
 Initial Start-up Cost: \$ 165,000
 Total: \$ 265,000

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

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
01/26/16	04/27/19	Executive Sous Chef	Baker's Best Catering	Michael Baker
03/01/13	12/17/15	Sous Chef	Spiga Restaurant	Robert De Simone

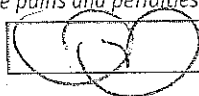
D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature



Date

05/28/2019

ADDITIONAL INFORMATION

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

Business Plan Attached

CORPORATE VOTE

The Board of Directors or LLC Managers of

Latin-A Group, LLC d/b/a Latina Kitchen and Bar

Entity Name

duly voted to apply to the Licensing Authority of

Needham

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

05/23/2019

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Antonio De Trizio

Name of Person

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

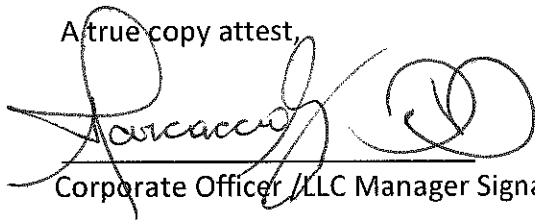
"VOTED: To appoint

Antonio De Trizio

Name of Liquor License Manager

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

A true copy attest,



Corporate Officer / LLC Manager Signature

For Corporations ONLY

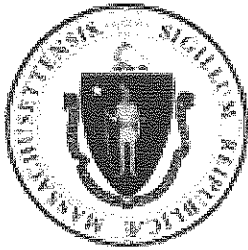
A true copy attest,

Corporation Clerk's Signature

Luma Marcaccio Antonio De Trizio

(Print Name)

(Print Name)



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001382330

1. The exact name of the limited liability company is: LATIN-A GROUP, LLC

2a. Location of its principal office:

No. and Street: 5 HOMSY LANE
 City or Town: NEEDHAM State: MA Zip: 02494 Country: USA

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

No. and Street: 5 HOMSY LANE
 City or Town: NEEDHAM State: MA Zip: 02494 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC IS TO OPERATE A RESTAURANT;
 TO ENGAGE IN ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENTAL THERE
 TO; AND TO CARRY ON ANY LAWFUL BUSINESS, TRADE, PURPOSE OR ACTIVITY.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ANTONIO DE TRIZIO
 No. and Street: 5 HOMSY LANE
 City or Town: NEEDHAM State: MA Zip: 02494 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	LUMA MARCACCIO	5 HOMSY LANE NEEDHAM, MA 02494 USA
MANAGER	ANTONIO DE TRIZIO	5 HOMSY LANE NEEDHAM, MA 02494 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	LUMA MARCACCIO	5 HOMSY LANE NEEDHAM, MA 02494 USA
REAL PROPERTY	ANTONIO DE TRIZIO	5 HOMSY LANE NEEDHAM, MA 02494 USA

9. Additional matters:

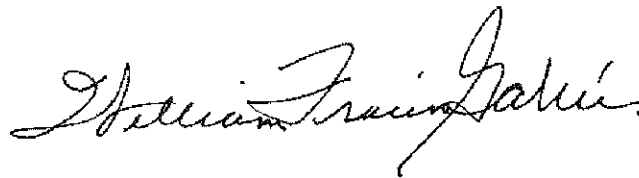
SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of May, 2019,
LUMA MARCACCIO

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

THE COMMONWEALTH OF MASSACHUSETTS

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

May 06, 2019 02:57 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

Summer | '19

Latin-A Kitchen + Bar

Business Plan

Concept: Upscale New American – Latin cuisine with a Mediterranean touch!

30 Dedham Ave, Needham, MA 02492

Summary

Latin-A Kitchen and Bar is a 100-seat fine-dining restaurant including 10 bar seats. We focus on a New-American-Latin menu with a touch of Mediterranean influence.

We will be located in Needham, a suburban town with a population of 29k and a median income of \$150k.

Needham is in need of a warm and friendly place with excellent food. A place where you always know you will get the best of everything. Latina Kitchen and Bar will feature a vibrant dining room and an elegant bar. Comfortable furnishings and colorful decoration will welcome our guests. It will be the perfect place to stop in at lunch for a bite to eat or for a drink if you have a personal/business meeting. At nighttime, it will be the perfect spot for an outstanding dinner in town.

Different Latin American countries and the United States will inspire the menu, making this restaurant a unique option for your new culinary experience. The menu will be tweaked seasonally 3-4 times a year, featuring healthy options and fresh local ingredients. Prices will be competitive with other upscale restaurants in the area. However, the strategy of Latina Kitchen + Bar is to provide a higher value through its food, service and entertainment.

The restaurant and bar will be open six days a week. Special nights with live music and a warm atmosphere will give to Needham Center a good sense of hospitality.

Vision

Latin-A will be a great place to eat, combining an intriguing atmosphere with excellent, interesting food. Our mission is not only to have great tasting food, but also have efficient and friendly service because our customer satisfaction is preeminent. We want to be the restaurant choice for all families and singles, young and old, male or female.

Employee welfare will be equally important to our success. Everyone will be treated fairly and with the utmost respect. We want our employees to feel part of the success of Latina Kitchen + Bar. Happy employees make happy guests.

Objectives

Latin-A Kitchen + Bar's objectives for the first years of operation includes:

- Keeping food cost fewer than 30% revenue.
- Keeping employee labor cost between 29-31% of revenue.
- Maintain the image of a nice restaurant with excellent food and service.
- Expand our marketing and advertising in Wellesley, Newton and Dover.
- Achieve 12% return on investment for the first two years and 15%+ for years after it.

Keys to Success

Some of our key strategies are:

- Product quality, which includes both great food and service in an outstanding atmosphere.
- Setting up a distinctive and original fine dining ambience that will differentiate us from the competition. Latina Kitchen + Bar will stand out from the other restaurants in the area because of the unique design and décor.
- The menu will show diversity, just like our wonderful country.
- Since run by engineers, controlling cost at all times without exception is another key of success.

Company description

Latin-A Kitchen + Bar will feature an outstanding New American – Latin cuisine menu with a touch of Mediterranean influence in an upscale ambience. The menu is inspired from different cuisines and will appeal to a wide and varied clientele.

We will be open 7 days a week. Lunch will be served Monday – Saturday 11:30 am – 2:30 pm. Dinner will be served Monday – Sunday 5pm – 9pm and Friday – Saturday 5pm – 10pm. Sunday brunch will be served 11:30am – 3pm. Latin-A Kitchen + Bar will be open on most holidays.

The restaurant will have vibrant colors, comfortable chairs and beautiful plants. This restaurant will be a happy place to enjoy delicious dishes and have fun.

Company Ownership

The restaurant will start out as an limited liability company, owned by its founders Luma Marcaccio and Antonio De Trizio. Antonio will function as the Executive Chef.

Investment

Luma and Antonio are the founders of the company. Antonio works in the kitchen and manages personnel in the back of the house. Antonio will also supervise and support general manager daily tasks.

Our startup cost is \$300,000. This initial amount will be utilized for equipment and furniture purchase, lease terms, decoration, refresh and maintenance of in-place equipment, professional services (accountant/lawyer/broker), and cash needed for the opening.

Services

Latin-A Kitchen + Bar will be unique to the Needham area. New American – Latin creative food, and a style of service that will make everyone feel welcome and special. Our food products will be of the finest quality and prepared with sensitivity and care. We will 'go all the way' to satisfy our guest. We will change our menu seasonally. Portions will be modestly sized with and will have an attractive presentation.

Our wine and liqueur list will be modest in size, featuring products from different countries. Exotic cocktails and drinks made out of fresh fruits and spices will be part of the list as well. We will also feature a good beer selection on tap and in bottles.

The kitchen staff will have the best in culinary education and work experience. Our creative talents will compliment one another. The bar and restaurant staff will offer the finest service in a vibrant atmosphere and offer customers an extraordinarily successful evening.

Pricing and Profitability

We anticipate our food sales to be 80% and our beverage sales 20%. The combined cost of sales will be 28% producing a gross profit of 72%.

Prices will be competitive with other upscale restaurants in the area. However, it is the strategy of Latin-A to give a perception of receiving a higher value through its food and service.

Market Analysis Summary

Latin-A will focus on reaching out to the local population that prefer close by options; people that have a desire for good food and fascinating atmosphere. Needham is home to plenty of restaurants and its residents will appreciate a local person running a creative and exciting eatery.

Towns next door like Newton, Wellesley and Dover will also have the opportunity to enjoy this local gem. Latin-A kitchen + bar will offer a new fine dining concept to the area. The elegant ambience, our excellent food and our friendly staff will stand out and make a name in Needham and surroundings neighbors.

Strategy and Implementation Summary

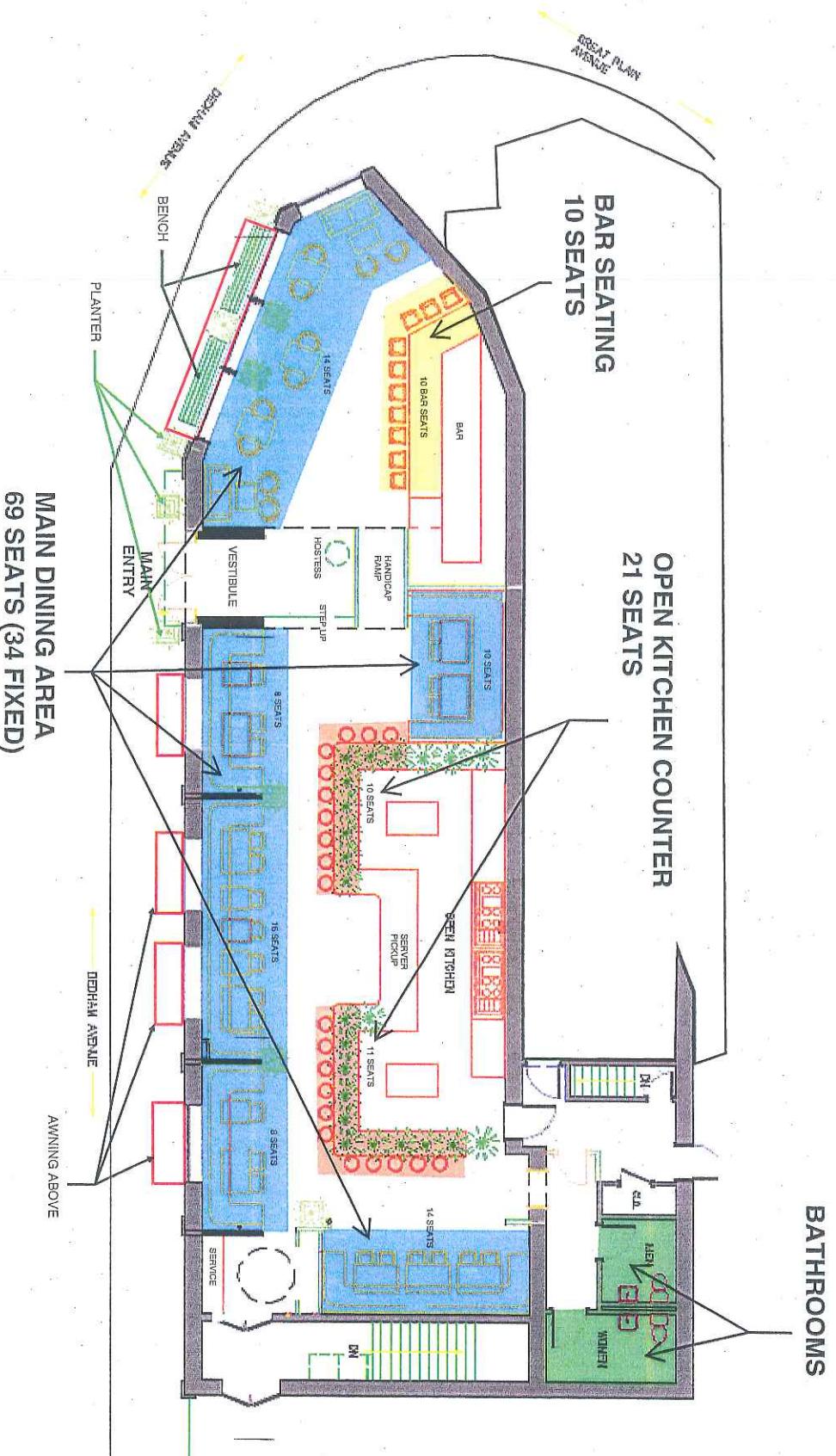
Very simple, we intend to succeed by giving people a combination of excellence and interesting food in an environment that appeals to a wide and varied group of successful people. We will focus on maintaining quality and establishing a strong identity in our community. Our main focus in marketing will be to increase customer awareness in the surrounding communities.

We will create an appealing and entertaining environment with unbeatable quality at an exceptional price. This exciting and friendly restaurant will be the talk of the town. Therefore, the execution of our concept is the most critical element of our plan.

Competitive Edge

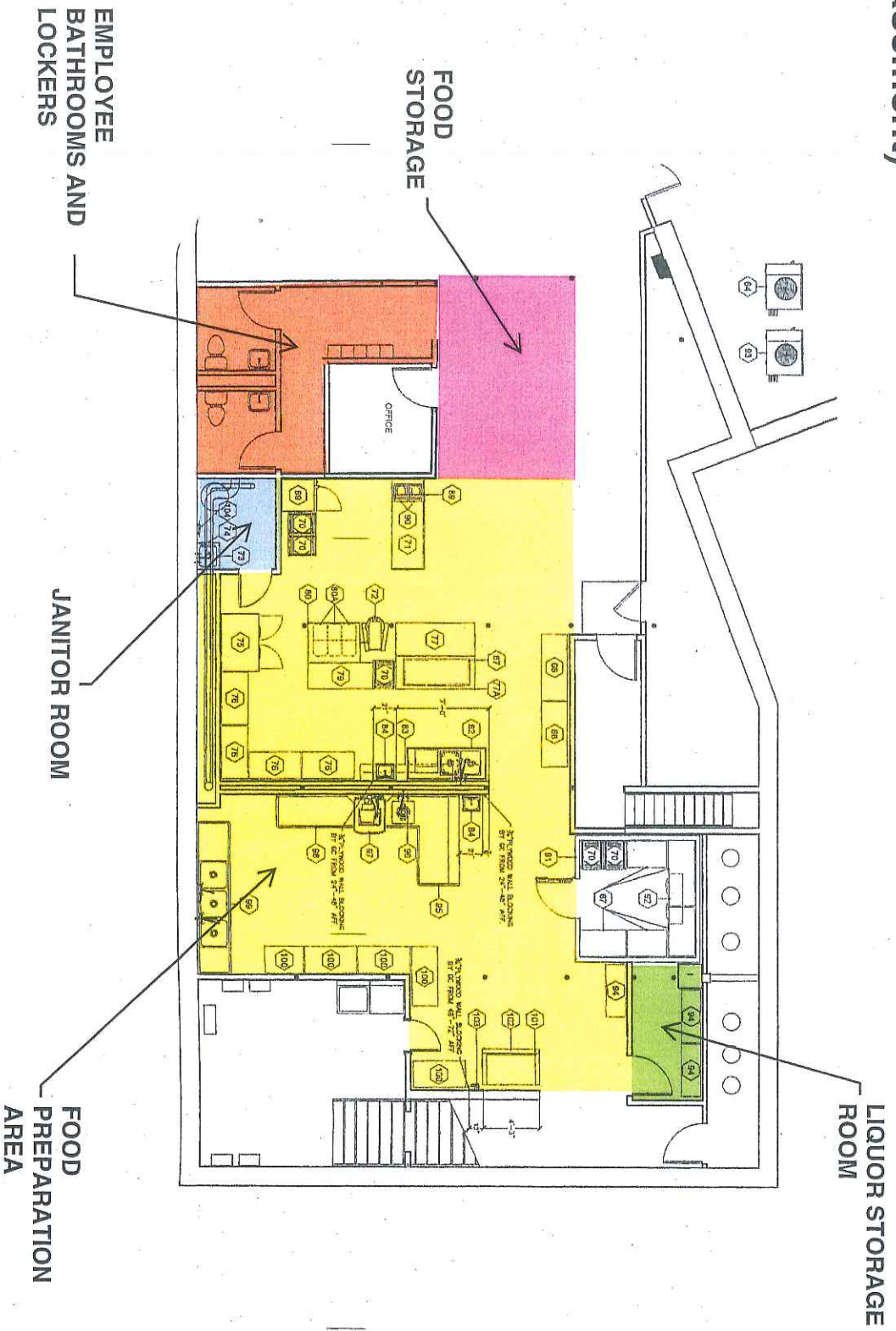
Our competitive edge is the menu, the chef, the environment, the management, the service and our friendly place! We will have a menu to include foods made with the freshest ingredients and produce available. The chef has an excellent taste for what fine dining is and knows what is required to achieve this. Our restaurant will be elegant and comfortable and our decor will be warm and exciting. All this will make customers to want to be back again and again.

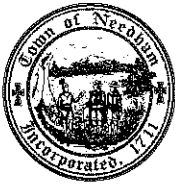
Latina Kitchen and Bar - Restaurant Dining Area (First Floor)



TOTAL: 100 SEATS

Latina Kitchen and Bar - Food Preparation Area (Basement)





TOWN OF NEEDHAM

For Calendar Year: 2019

APPLICATION/ RENEWAL FOR A COMMON VICTUALLER LICENSE

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

Name of Corporation: Latin-A Group, LLC

Name of Establishment (d/b/a): Latina Kitchen and Bar

If business is a Corporation / Corporate Name and Officers: _____

If business is not a Corporation, Name of Owner: Antonio De Trizio / Luma Marcaccio

Email Address: sdtrizio@gmail.com / luma_marcaccio@hotmail.com

Address of Establishment: 30 Dedham Avenue, Needham, MA 02492

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

Mailing Address (of contact person), if different from Establishment: 5 Homsy Ln, Needham, MA 02494

Establishment's Days of Operation: 7 days a week for lunch and dinner

Establishment's Hours of Operation: 11am - 11pm secular days / 10am - 11pm Sunday

Manager: Antonio De Trizio # of Staff: 10 # of Seats: 100

Telephone Number: (781) 654 6049 Fax Number: _____

Signature of Owner: [Signature] Date: 05/28/2019

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

A certificate of insurance showing evidence that the applicant has workers' compensation insurance must be included with this completed application.

If you currently hold an alcoholic beverages license, you must provide a copy of a certificate of liquor liability insurance in the minimum amount of \$100,000/person/\$1,000,000 aggregate for personal injury and \$100,000 per occurrence for property damage before your alcoholic beverages license will be renewed.

Pursuant to MGL Ch. 62C, Sec. 49A:

I certify under the penalties of perjury that I, to my best knowledge and belief, have read and am in compliance with the contents of M.G.L. Chapter 62C, Section 49A (on reverse side of this application).

Signature of Applicant (Mandatory)

By Corporate Officer (if applicable)

Either a Social Security Number

Date (required)

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

LATINA KITCHEN AND BAR MENU

Small Plates...

Empanadas – beef, chicken, vegetables / spicy salsa	9
*Ceviche – tilapia, bell peppers, mango, red onion, cilantro, lime juice	12
Grilled Octopus – black bean pure, pickle jalapenos, pepper sauce	16
Lobster Tostones – green plantain toast, Maine lobster Latina salad, avocado	16
Cachapas – corn pancakes, queso blanco, guasacaca (avocado sauce)	9

Salads

Latina – greens, red onion, tomato, heart of palma, house vinaigrette	9
Caesar – romaine, fennel, croutons, house dressing	9

Meat, Chicken and Fish...

*Salmon – Yukon mashed, sautéed mushrooms, onions and peppers	22
*White fish – quinoa salad, white rice	28
*Parrilla – Ribeye steak, red wine demi, yucca fries, Latina salad	32
Chicken Rotisserie – Asparagus, roasted potatoes, chimichurri	22

Pasta, Rice, Burgers...

*Angus Burger - lettuce, tomato, avocado, cilantro aioli	18
Seafood and meat Rice – white fish, mussels, chicken, chorizo, bomba rice, saffron	32
Plantain Gnocchi – Short rib ragu, pecorino romano	26
Papardelle Bolognese – hand made pasta, Latina meat sauce	22

Dessert

Quesillo – ke-see-yo Venezuelan style flan, rum caramel sauce	9
Avocado Panna Cotta – passion fruit sauce	9
Quinoa Pudding – oatmeal guava bars	9
Ice cream -	9

*Consumer Advisory: These items may be served raw or undercooked. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.

Before placing your order, please inform your server if a person in your party has a food allergy.

LEASE

**948 GREAT PLAIN AVENUE
NEEDHAM, MASSACHUSETTS**

Between

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

And

Latin-A Group LLC, Lessee

948 Great Plain Ave, Needham, MA.

✓
AD
UA

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

Section 1. Fundamental Lease Provisions

DATE OF EXECUTION: May 15, 2019 (the "Effective Date")

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

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

LESSEE: Latin-A Group LLC

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

LEASED PREMISES: That portion of the premises known and numbered 934-948 Great Plain Avenue, Needham, Massachusetts (the "Property") in the building thereon (the "Building"), depicted on the floor plan attached hereto and incorporated herein as Exhibit A and containing approximately Two Thousand Nine Hundred and Forty (2940) square feet (the "Leased Premises"). Lessee shall have the non-exclusive right to use in common with others entitled thereto, any common areas of the Building, the common hallway and bathrooms and alley.

ORIGINAL LEASE TERM: Five (5) years

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

CONDITION OF PREMISES: As is

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

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

TERM COMMENCEMENT DATE: The Rent Commencement Date

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

Year 1: Rent Commencement Date through the end of the first Lease year calculated from the first day of the first full month of rent payment, basic rent shall be Eight Thousand Five Hundred and Seventy Five(\$8,575.00) Dollars per month and pro-rata for any partial month;

Years 2-5: Beginning on the expiration of the first Lease year and on each successive annual anniversary date thereafter during the original term of this Lease, basic rent shall be adjusted by multiplying the then current basic rent by a fraction, the denominator for which shall be the base price index, that being the CPI-U for the month of 2019 immediately prior to the Term Commencement Date and the numerator for which shall be the CPI-U for the same month in the then current year.

BASIC RENT DURING FIRST OPTION TERM:

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

Years 7, 8, 9 and 10: In Lease years 7, 8, 9 and 10 during the first option term of this Lease, basic rent shall be adjusted annually by multiplying the then current basic rent by a fraction, the denominator for which shall be the base price index, that being the CPI-U for the month of May 2024 and the numerator for which shall be the CPI-U for the month of May in the then current year.

BASIC RENT DURING SECOND OPTION TERM:

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

Years 12, 13, 14 and 15: In Lease years 12, 13, 14 and 15 during the second option term of this Lease, basic rent shall be adjusted annually by multiplying the then current basic rent by a fraction, the denominator for which shall be the base price index, that being the CPI-U for the month

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

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

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

ADDITIONAL RENT: In addition to basic rent, Lessee shall pay Lessor additional rent in the amount equal to thirty five (35%) percent of the real estate tax bill or any betterment or other assessments applicable to the land and building of which the Leased Premises are a part within fifteen (15) days of receiving written demand therefore, except that Lessee shall pay one hundred percent (100%) of any assessment attributable solely to Lessee's build-outs, use and/or occupancy of the Leased Premises.

In addition, Lessee shall pay Lessor additional rent in the amount equal to thirty five (35%) percent of the operating costs associated with the land and building of which the Leased Premises are a part, including without limitation, maintenance and repair, common area utilities, insurance, landscaping, snow removal and management fees. Management and other administrative fees shall not exceed five (5%) percent of the gross rent for the building of which the Leased Premises are a part.

Except as otherwise expressed herein Lessee shall, during the original and any option term exercised by Lessee and expressed in this Lease, pay Lessor thirty five (35%) percent of any reasonably necessary capital improvement to the land and buildings of which the Leased Premises are a part but such payment will not exceed Ten Thousand (\$ 10,000.00) per year and will be due and payable over the useful life of the improvement as determined by usual and customary depreciation schedules for like improvements but in no event greater than ten (10) years. Notwithstanding the foregoing, Lessee shall pay Lessor one hundred percent (100%) of any capital improvement which Lessor determines, in Lessor's reasonable discretion, must be made solely because of Lessee's build-outs, use or occupancy of the Leased Premises.

UTILITIES: Lessee agrees to arrange for any and all utility

service and pay when due any amounts owed on account of such utilities that service the Leased Premises including without limitation, heat, hot water, electricity, phone, air conditioning, cable, gas, water and sewer. In the event the water/sewer that services the Leased Premises is not separately or sub-metered so that Lessee's consumption/use cannot be determined, then in that event Lessee shall pay Lessor as additional rent thirty five (35%) percent of the total water/sewer bill for the building of which the Leased Premises are a part. Lessor reserves the right but shall be under no obligation to separately meter or sub-meter the Leased Premises in order to determine Lessee's consumption.

USE OF PREMISES: General Restaurant use so long as such use complies with any permits, licenses, approvals and authorizations necessary to conduct such use. It is hereby understood between Lessor and Lessee that Lessee will obtain such permits, licenses, approvals and authorizations at Lessee's sole cost and expense. The obligations of the Lessee under this Lease are specifically contingent upon the Lessee obtaining all necessary permits and approvals for its use, including a special permit from the Needham Planning Board and an all alcohol liquor license from the Needham Board of Selectmen and the Massachusetts Alcoholic Beverages Control Commission on or before the Commencement Date. In the event the Lessee is unable to obtain such permits on or before said date, Lessee may, at its option and upon written notice to the Lessor received by Lessor prior to the Commencement Date, terminate this Lease and forfeit one month of basic rent.

Any change in Lessee's said use that deviates from such permits, licenses, approvals and authorizations is prohibited absent the written consent of the Lessor which may be withheld in Lessor's sole discretion with or without cause.

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

LAST MONTH RENT: Lessee agrees to pay Lessor the sum of Eight Thousand Five Hundred and Seventy Five (\$8,575.00) Dollars on account of last month's rent prior to the Term Commencement Date of this Lease. Said last month's rent deposit(s) may be commingled with the Lessor's funds and no interest shall be due or payable to Lessee and in no

event shall Lessee's liability be limited to the amount of said deposit. Lessee shall make such additional payments within ten (10) days after each annual anniversary so that such last month's rent deposit always equals one month of basic rent for the then current year.

SECURITY DEPOSIT: On or before the execution of the Lease, Lessee shall deposit with Lessor an additional sum of Seventeen Thousand One Hundred and Fifty(\$17,150.00) Dollars as security for the Lessee's full and faithful performance of each and every term, condition and/or obligation imposed on Lessee under the terms of this Lease. Said security deposit may be commingled with the Lessor's funds and no interest shall be due or payable to Lessee and in no event shall Lessee's liability be limited to the amount of said deposit. In the event Lessee is in full compliance with each and every term, condition and obligation expressed in this Lease on the first anniversary thereof then in that event one half of Lessee's security deposit shall be returned to Lessee and thereafter Lessee's security deposit shall always equal one month of then basic rent.

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

Section 2. Leased Premises

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

Section 3. Term

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

Section 4. Basic Rent

Lessee covenants and agrees to pay the Basic Rent set forth in Section 1 to Lessor in advance beginning on the Rent Commencement Date and thereafter on the first of every month during the term, which payments shall be prorated for any partial month(s). All Basic Rent payments shall be due without billing or demand and without deduction, set-off or counterclaim, except as otherwise set forth herein. All Basic Rent payments to be payable to Lessor at its Address as specified in Section 1, or to such other entities at such other places as Lessor may from time to time designate in writing to Lessee.

Section 5. Additional Rent - Operating Expenses

Lessee covenants and agrees to pay Lessor the additional rent described in Section 1 as well as all assessments and similar charges or capital levies in lieu thereof assessed by the Town of Needham or any other governmental or quasi-governmental agency or department against the Leased Premises, any personal property taxes levied or assessed against the Lessee's machinery, equipment, furnishings, personal property, fixtures and/or sales and all other taxes associated with the operation of Lessees' business assessed or imposed by any governmental authority upon the Building and its contents and land appurtenant thereto or upon Lessee's use of the Leased Premises or otherwise assessed as a result of Lessee's occupancy of the Leased Premises or Lessor and any other owners by virtue of their ownership thereof. Lessee agrees to provide Lessor with proof of each payment upon request. All payments of additional rent shall be paid by Lessee to

Lessor within fifteen (15) days of written demand and without deduction, set-off or counterclaim, except as otherwise set forth herein.

Section 6. Permitted Uses

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

Section 7. Lessee's Work and Finish Work

Lessee shall be responsible at its sole cost and expense to perform any and all work deemed necessary by Lessee in order to operate its business at the Leased Premises ("Lessee's Work") but in no event shall any such work be performed in violation of any town, city, state or federal rule, regulation, law or ordinance or otherwise commence without the written approval of the Lessor. Landlord shall not unreasonably withhold consent to either non-structural or non-mechanical work within the Leased Premises. Notwithstanding the foregoing, Lessor hereby consents to and approves the work set forth on the plans, specifications and schedules set forth in Exhibit A attached hereto and made part hereof. Any such work shall be performed in strict compliance with any and all applicable local, state and federal authorities, shall be properly permitted and performed only by licensed, bonded and insured work persons, evidence of which shall be supplied to and approved in writing by Lessor prior to the commencement of such work.

Section 8. Maintenance and Repair

Lessor shall keep and maintain in good repair and working order by making repairs and replacements and performing maintenance to (i) the existing structural elements of the Building of which the Leased Premises are a part, including without limitation, the exterior walls, windows, foundation, structural load bearing beams and columns, and roof, (ii) mechanical (including HVAC), electrical and plumbing that services the Property generally but not to the extent same services the Leased Premises exclusively; (iii) Common Areas (including, without limitation, all driveways, walkways, entranceways, alley ways, parking areas and landscape areas of the Property) so long as said repair or replacement is not required as a

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result of the Lessee's or their agents, guests, servants or employees actions or failures to act or those resulting from any improvements Lessee makes to the Leased Premises or areas common thereto. Other than that which is stated aforesaid, Lessee shall at all times keep the Leased Premises clean and in good repair, order and condition. Lessor shall promptly make repairs and replacements and perform maintenance (considering the nature and urgency of the repair) for which Lessor is responsible. Lessee shall be responsible for the arranging and payment of any minor or major repairs or replacements of any mechanical systems that service the Leased Premises exclusively as well as any other items located within the Leased Premises. Lessee agrees to remove snow and ice from the front of the Leased Premises at Lessee's sole cost and expense. Lessor shall be responsible to for all snow removal at the rear of the Building, including, without limitation, near the rear egress, the dumpster and access ways to the dumpster.

Section 9.

(a) Use, Waste, Nuisance, Etc. - Lessee shall not injure, overload, deface or commit waste in the Leased Premises or any part of the Building, nor permit the occurrence of any nuisance therein or the emission there from of any reasonably objectionable noise or odor (it being understood that so long as such odor does not violate any local, municipal, state or federal rule, regulation, law, ordinance or like authority, the typical odors resulting from a restaurant use shall not constitute a breach of this Lease), nor use the Leased Premises for any purpose other than the use permitted in Section 6, nor use or permit any use of the Leased Premises which materially conflicts with any law or ordinance or which actually does invalidate or increase the premium for any insurance on the Building or its contents or which actually renders necessary any alterations or additions in the Building, nor obstruct in any manner any portion of the Building or appurtenant land.

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

(c) Intentionally Omitted.

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

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

premium thereon, shall be deposited with Lessor and parties designated by Lessor at the beginning of the Lease Term.

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

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

(g) Surrender. At the termination of the then applicable Lease Term or earlier termination of this Lease in the event of default, Lessee shall peaceably give up and

surrender the Leased Premises in good order condition and repair, ordinary wear and tear and damage from fire or other casualty excepted. At Lessor's option, to be exercised in Lessee's sole discretion, Lessee may remove all of Lessee's furniture, equipment, and personal property, including, without limitation, any restaurant equipment, appliances and tools ("Lessee's Property") at the termination of the Lease Term or earlier expiration of the Lease so long as Lessee repairs and refinishes the area of removal. Notwithstanding the foregoing, Lessee shall not be permitted to remove any fixtures, including without limitation, walk-in refrigerator/freezer, ansul system, ventilation system, and ventilation hoods, ovens, stoves, flooring and light fixtures as well as any replacements thereof which shall remain in the Leased Premises as the property of the Lessor. Without limitation of any other remedy available to Lessor, in the event of termination of this Lease and Lessee fails to remove any of Lessee's Property from the Leased Premises that Lessee is entitled to remove then in that event Lessor may convert said property to his own use or remove Lessee's property at Lessee's expense, or dispose of same in any manner chosen by Lessor in either event without liability to Lessee and Lessee shall not be entitled to any amount on account thereof regardless of the disposition of said property or its value.

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

Section 10. Intentionally Omitted.

Section 11. Force Majeure

In the event that Lessor shall be delayed from the performance of any act required hereunder other than the payment of any monetary amounts, as the result of (i) strikes, lockouts, or labor disputes; (ii) inability to obtain labor, materials, fuel, electricity, services or reasonable substitutes therefor; (iii) acts of God, civil commotion, fire or other casualty; (iv) governmental action of any kind; or (v) other conditions similar to those enumerated in this Section 11 beyond the delayed party's reasonable control, fails punctually to provide any service or to perform any obligation on its part to be performed hereunder, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 12. Damage or Destruction - Eminent Domain

If the Building or any part thereof, the Leased Premises or any access to the Leased Premises shall be taken by any exercise of the right of eminent domain or shall be conveyed in lieu thereof, or shall be destroyed or damaged by fire or casualty (so long as Lessee has not caused or is otherwise at fault) or by action of any public or other authority to an extent which materially and significantly adversely impacts access to or Lessee's operation of the business at the Leased Premises, substantially interferes with occupancy of the Leased Premises or with the operation of the Building as a whole, then Lessor or Lessee may terminate this Lease as of the date of such casualty or taking by written notice to the other within thirty (30) days of the occurrence of such casualty or taking. If Lessor or Lessee has not terminated this Lease as aforesaid, then Lessor shall repair and restore any damage with reasonable promptness and this Lease shall continue in full force and effect but with abatement of Basic Rent and Additional Rent according to the nature and extent of any interference with Lessee's use of the Leased Premises and any common areas and the progress of any repair thereof. If Lessor or Lessee has not terminated this Lease as aforesaid or if the Lessor has not begun diligently to restore the Leased Premises (or what remains thereof after a taking) to tenantable

condition within sixty (60) days after the occurrence of such casualty or taking and, in any event, (a) Lessor does not complete such repair within one hundred and eighty days (180) from the occurrence of such casualty or taking or (b) the casualty or taking occurs in the last 12 months of the term of this Lease, then Lessee may terminate this Lease by written notice to Lessor after such sixty (60) day or one hundred eighty (180) day periods or during the last twelve (12) months of the lease. All damages and compensation awarded for such destruction or damage (including insurance proceeds (other than proceeds of Lessee's insurance policies, eminent domain awards and the like) shall be the sole property of Lessor, except for awards Lessee may be entitled to receive for trade fixtures and equipment, personal property and business interruption.

Section 13. Waivers of Subrogation

Lessee hereby waives and shall cause its insurance carriers to agree to waive any and all rights of recovery, claim, action or causes of action against the Lessor their respective trustees, principals, beneficiaries, partners, officers, directors, agents, and employees, for any loss or damage that may occur to Lessee or any party claiming by, through or under Lessee, as the case may be, with respect to Lessee's Property, the Premises, the Building, the Property, any additions or improvements to the Premises, the Building or the Property, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Lessor or any Lessor Parties which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

Section 14. Display of Premises

Lessee covenants and agrees that within six (6) months prior to expiration of this Lease or any term described herein, Lessor shall have the right, with reasonable prior notice, during normal business hours, to show the Leased Premises and all parts thereof to prospective Lessees. Lessor shall use reasonable efforts to avoid showing the Leased Premises to prospective Lessees during hours which the restaurant is opened for business. In addition to the foregoing Lessor may place for lease and related marketing material in on the Building in order to market the Leased Premises.

Section 15. Termination for Default or Insolvency

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

(a) In case of termination as described in this Section 15 and without prejudice to any other right or remedy of the Lessor, including without limitation, Lessor's right to collect any amounts due on account of basic or additional rent for the remaining term of the

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

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

Section 16. Subordination; Notice of Lease

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

Subject always to the foregoing, Lessor and Lessee agree to execute and record at Lessee's sole cost and expense a notice of lease pursuant to G.L. c. 183, Section 4.

Section 17. Holdover

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

Section 18. Estoppel Certificates

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

Section 19. Waiver

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

Section 20. Notice

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

Section 21. Lessor's Right to Cure

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

Section 22. Independent Covenants

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

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

Section 23. Successors and Assigns

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

Section 24. Brokerage

Lessor and Lessee hereby represents and warrants to the other that the representing party has had no dealings with any broker or agent other than Cyndy Forbes, whose fee and/or commission shall be paid by Lessee, in connection with this Lease and Lessor and Lessee hereby agree to hold harmless and indemnify the other party in connection with the failure of any of the foregoing representations and warranties.

Section 25. Lessor's Liability; Assignment for Financing

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

(b) If, at any time and from time to time, Lessor assigns this Lease or the rents payable hereunder to the holder of any mortgage on the Leased Premises or the Building, or to any other party for the purpose of securing financing (whether the holder of any such mortgage and any other such assignment is conditional in nature or otherwise)(the "Financing Party") the following provisions shall apply:

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

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

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

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

Section 26. Entire Agreement

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

Section 27. No Representations or Warranties

Except as otherwise set forth herein, Lessor makes no representations or warranties with respect to the condition of the Leased Premises, their suitability for any

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particular purpose, allowed use or dimensions thereof. Lessee has relied solely on their own independent contractors, agents and professional opinions, research and investigations regarding the condition of the Leased Premises, their suitability for any particular purpose, allowed use or dimensions thereof without reliance on any statement, oral or written, made by the Lessor or their agents.

Section 28. Prohibitions

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

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

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

Section 29. Signage

Lessee shall have the right of placing on the Leased Premises at Lessee's sole cost and expense, such signs as it deems necessary and proper in the conduct of its business solely as it relates to the Leased Premises, provided Lessee pays all permit, license and other fees and costs which may be required by any governmental authority to be paid for the erection and maintenance of any and all such signs, such signs are legally permitted to be installed and approval thereof has been granted in writing by both the Lessor and any necessary government authority if required, and provided Lessor shall have the right to approve in advance the size, style, color, construction and location thereof, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessor shall approve the size, style, color and construction of a sign that is appropriate to the Lessee's permitted use hereunder. Lessee agrees to exonerate, save harmless, protect and indemnify the Lessor from, and

against any and all losses, damages, claims, suits or actions for any damage or injury to person or property caused by the erection and maintenance of such signs or parts thereof, and insurance coverage for such signs shall be included in the public liability policy which Lessee is required to furnish.

Section 30. Rubbish Removal

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

Section 31. Licensing Permitting

Subject to the provisions of Section 1 of this Lease, Lessee agrees at its sole cost and expense to obtain any and all necessary licenses, permits and approvals required by any governmental authority in order to operate its business at the leased premises and perform any construction in connection therewith.

Section 32. Quiet Enjoyment

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

Section 33. Compliance with Law

Lessee, at its own cost and expense, will comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Leased Premises ("Laws"), the Building and the Property and the business conducted therein by Lessee. Lessee shall make all repairs, alterations, additions or replacements to the Leased Premises, at Lessee's sole cost and expense, including, without limitation, the Americans with Disabilities Act,

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procure any licenses and permits as required, and comply with the orders and regulations of all governmental authorities to the extent such compliance is required by Lessee's or any Lessee Party's particular manner of use of the Leased Premises, any alterations made by Lessee to the Leased Premises or Building or Lessee's negligence or willful misconduct.

In addition to the foregoing, Lessee at its sole cost and expense shall keep the Leased Premises equipped with all safety appliances and obtain all related permits, if any, required by law or ordinance or any order or regulation of any public authority, shall keep the Leased Premises equipped with adequate fire suppression system(s), fire extinguishers and other such equipment reasonably required by Lessor or any governmental authority, and, upon notice from Lessor, shall make all repairs, alterations, replacements, or additions required to such fire suppression systems.

Section 34. Miscellaneous

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

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

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

D. Intentionally Omitted.

E. Interpretation. No interence in favor of or against any party shall be drawn from the fact that such party has drafted any portion of this Lease. The parties have both participated substantially in the negotiation, drafting and revision of this Lease with representation by counsel and such other advisers as they have deemed

appropriate. The words "include" and "including" shall be construed to be followed by the words: "without limitation."

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

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

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

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

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

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

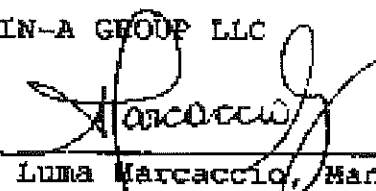
LESSOR: Robert C. Tommasino, Trustee of 934-948 Great Plain Avenue Nominee Trust

Robert Tommasino
By Its Trustee: Robert C. Tommasino

LESSEE:

✓
AD
LM

LATIN-A GROUP LLC

By: 

Luma Marcaccio, Manager

By: 

Antonio De Trizio, Manager

[Exhibits on Following Pages]

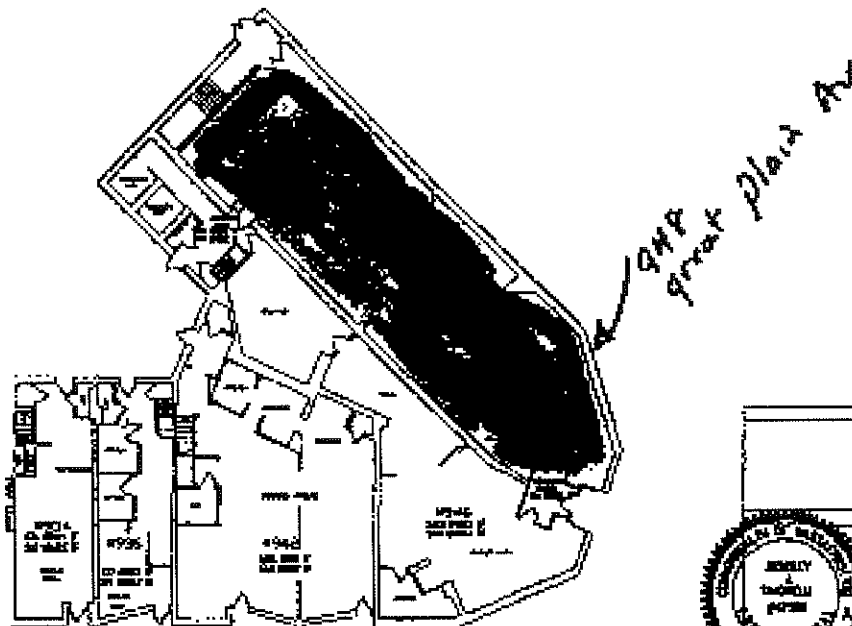

AD
LM

Exhibit A

PLAN OF LEASED PREMISES

AD
LM

FLOOR 1



FLOOR PLANS
GRAY PLAINS AVENUE

NEEDHAM, MASS.

Field Resources, Inc
LAND SURVEYORS



OCTOBER 14, 2009

P.O. BOX 324 281 CHESTNUT ST.
BURN, MA NEEDHAM, MA
832 4332 781 444 5936
fieldresources@hotmail.com

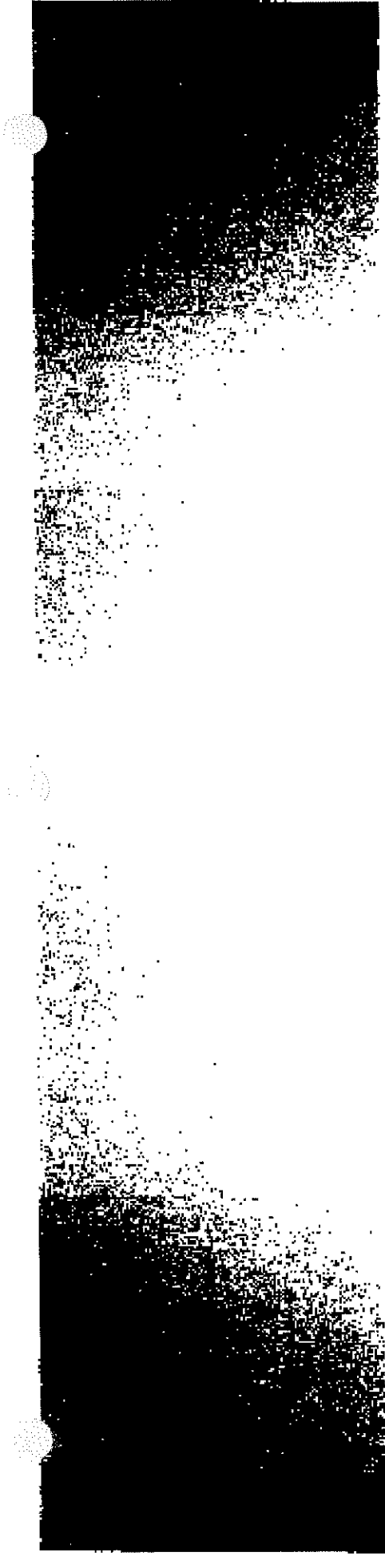
OWNER: JOHN E. MALONE BEN ST. CLAY

SHEET 1 OF 2

AD
LM

EXHIBIT B
LESSEE'S WORK

AD
LM



2NIX

Interiors

PROJECT

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

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

Remove existing structural elements, including and not limited to the main entrance, bar/lounge area, interior study, ADA ramp (behind entrance wall). All built-in banquet seating in the main dining area, as well as the High tops Chef Tables, bar stools, door hardware and interior signage will remain in place and will not be moved or changed.

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

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

Remove existing sconces with new sconces and locations will not be changed or added. Track lighting will be used for general lighting.

Remove paint, plants and decorative tiles.

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

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

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

Remove all furniture and materials will meet commercially rated to meet California code for fire retardant.

Remove all furniture added throughout the interior space to create a warm and organic feel.

Remove all hanging plants will be around the open kitchen.

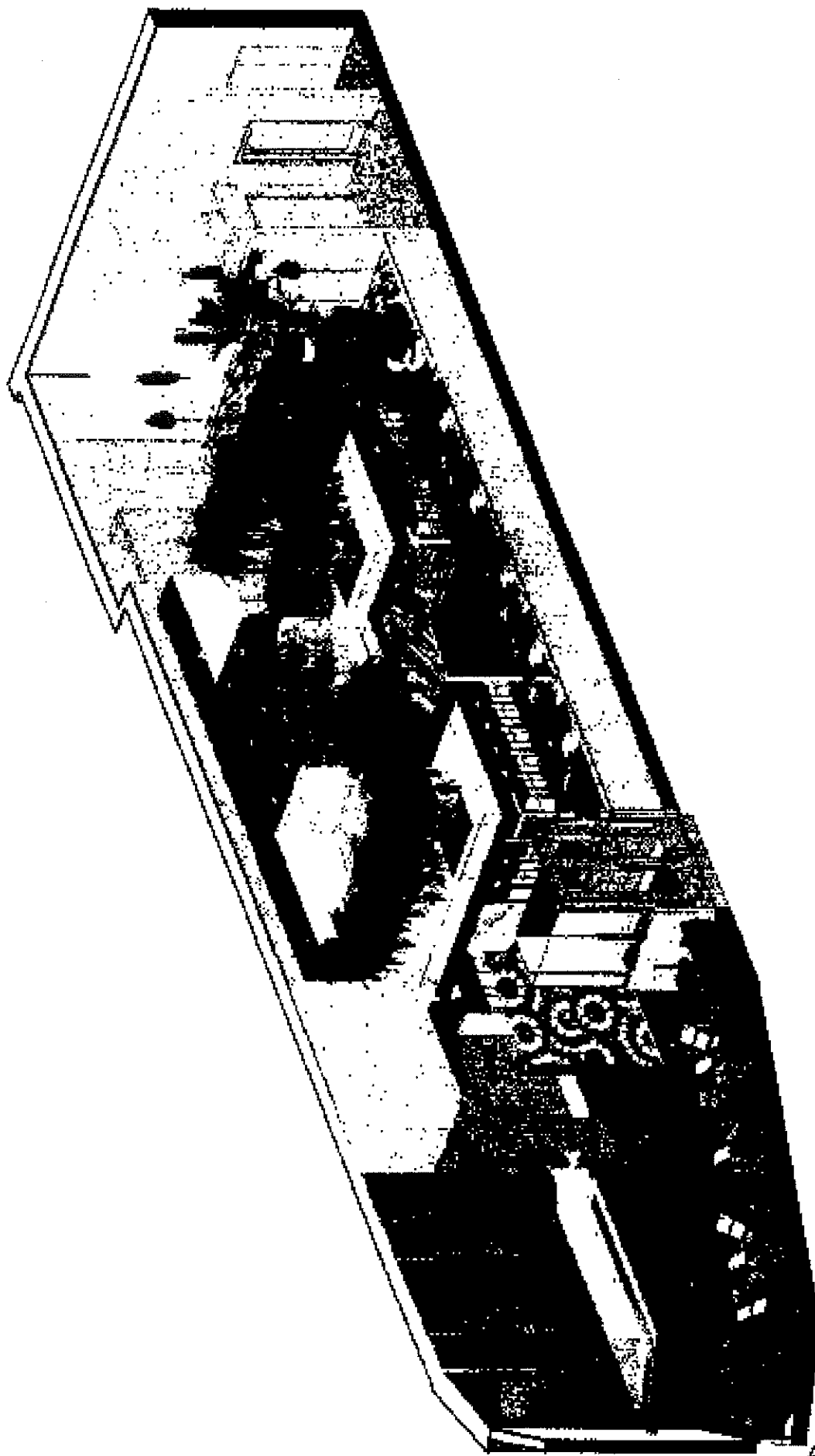
Remove all plants and will outline the kitchen acting as a non-structural soffit. By doing so we will create a warm and cozy feel to the existing industrial feel of the existing kitchen.

Remove all plants and will have the opportunity to also address the sound issues of the previous space. We can add in sound baffles to the bottom of the plant containers.

Remove all low glass shield around the inside perimeter of the kitchen. This will be placed in the ceiling.

Remove all plants and will have the opportunity to also address the sound issues of the previous space. We can add in sound baffles to the bottom of the plant containers.

Remove all plants and will have the opportunity to also address the sound issues of the previous space. We can add in sound baffles to the bottom of the plant containers.



AM



RECEPTION AREA

MAIN DINING

KITCHEN

CONCRETE DRIVE

AD
1A

Application for All Alcohol License in a Restaurant

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Latin-A Group, LLC d/b/a Latina Kitchen & Bar, Antonio De Trizio proposed Manager, has applied for a license to sell alcoholic beverages of the following kind: All Alcoholic beverages (seven days) as a Restaurant at 30 Dedham Avenue. The premise is comprised of 2,900 sq. ft. on the first floor that uses an open space concept with kitchen, bar and dining space to accommodate 100 patrons. A basement area of 1,500 sq. ft. will be used as a kitchen prep area and storage space for wine and liquor. There are two entrances and three exits located in the premises.

IT IS ORDERED that a public hearing be held for said application at the office of the Select Board acting as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 25th day of June 2019 at 7:00 o'clock p.m.

Select Board

Licensing Board for the Town of Needham

Needham Times

June 13, 2019

Billing Information:

Antonio De Trizio

781-654-6049

sdtrizio@gmail.com

Regards,

Part I ADMINISTRATION OF THE GOVERNMENT**Title XX** PUBLIC SAFETY AND GOOD ORDER**Chapter 138** ALCOHOLIC LIQUORS**Section 16C** LICENSES FOR PREMISES NEAR SCHOOLS OR CHURCHES

Section 16C. Premises, except those of an innholder and except such parts of buildings as are located ten or more floors above street level, located within a radius of five hundred feet of a school or church shall not be licensed for the sale of alcoholic beverages unless the local licensing authority determines in writing and after a hearing that the premises are not detrimental to the educational and spiritual activities of said school or church; but this provision shall not apply to the transfer of a license from premises located within said distance to other premises located therein, if it is transferred to a location not less remote from the nearest school or church than its former location. Any applicant who has been denied a license under this section shall have the right to an appeal under section sixty-seven.

In this section a church shall mean a church or synagogue building dedicated to divine worship and in regular use for that purpose, but not a chapel occupying a minor portion of a building primarily devoted to other uses, and a school shall mean an elementary or secondary school, public or private, giving not less than the minimum instruction and training required by chapter seventy-one to children of compulsory school age. This section shall not apply to an extension of licensed premises provided said extension does not exceed fifty feet.



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

MEETING DATE: 06/25/2019

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

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Cellco Partnership d/b/a Verizon Wireless requests permission to install install one (1) small cell wireless antenna, and all necessary sustaining and protecting fixtures, on an existing utility pole, located on a public way on Verizon Site Name Needham SC02, Utility Pole Number 16/16 at 228 Brookline Street in Needham, MA. The Department of Public Works has approved this petition, based on Verizon's commitment to adhere to the conditions in the Order for this petition.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: <i>Move that the Select Board approve and sign a petition from Cellco Partnership d/b/a Verizon Wireless to install a wireless small cell antenna and supporting equipment on Verizon Site Name Needham SC02, Utility Pole Number 16/16 at 228 Brookline Street, Needham.</i>	
3.	BACK UP INFORMATION ATTACHED
a. Grant of Location Petition Review Sheet from DPW b. Petition Letter of Application c. Order d. Petition Plan e. Notice Sent to Abutters f. List of Abutters Supporting documentation (Affidavit of RF Engineer, report of Donald Haes, Jr., Radiation Specialist, FCC Authorization, Map of Needham Antenna Sites) on file in Office of Town Manager.	

**TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT**

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

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD

2019 JUN 12 P 1:16

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

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

Please email confirmation date & time of hearing

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 5-31-19

REVIEWER: RWW.

SITE LOCATION: #228 BROOKLINE ST.

UTILITY REQUESTING: VERIZON

Conduit Work Area Description

A Sidewalk/Grass Strip Crossing Only

Peer Review _____

B Work Within Paved Road Perpendicular Crossing

Peer Review _____

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

Peer Review _____ Div. Head Review _____

☒ D Other CELL TRANSMITTER
ON POLE

Peer Review TH Div. Head Review TH for MLD 6/12/19

☐ Petition Plan Consistent with Field Review

☐ Old Pole Removed N/A

☐ Diameter of Conduit N/A

☐ Cables Transferred to New Pole

☐ Depth of Conduit N/A

☐ New Riser on Pole N/A

☐ Utility Conflicts

☐ Visible Trench Patch across Road/Sidewalk N/A

☐ Crossing Perpendicular to Road N/A

☐ Abutters List Complete

☒ Public Road

☐ Photos Included

☐ Double Pole ND

Department Head R. Mearns ok

COMMENTS:

INSTALLATION OF CELL TRANSMITTER ON POLE #16/16

IN FRONT OF #228 BROOKLINE ST.



RECEIVED
TOWN OF NEEDHAM
SELECT BOARD

2019 MAY 24 A 11:00

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

May 23, 2019

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

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

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

Location: Utility Pole 16/16, 228 Brookline Street

Dear Chair Bulian and Select Board Members:

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

I. APPLICATION MATERIALS

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

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

*26' to house
2' to driveway*

II. PROJECT NARRATIVE & SMALL CELL TECHNOLOGY

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

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

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

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

III. MUNICIPAL REVIEW OF CRAN AND SMALL CELL TECHNOLOGY

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

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

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

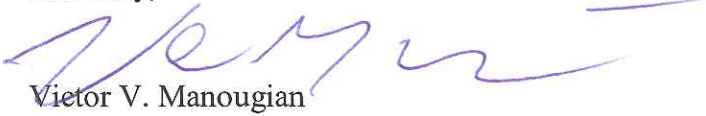
Conditions 9 and 10, regarding the 50' and 20' set back requirements (from homes and driveways, respectively) run afoul of the recent FCC Order. The small cell separation requirement, which attempts to prohibit in installations within 50 feet of a home and 20 feet from a driveway appear intended to address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

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

IV. CONCLUSION

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

Sincerely,



Victor V. Manougian

VVM/jle

Enclosures

cc: R. Colorusso, Nexius

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

May 23, 2019

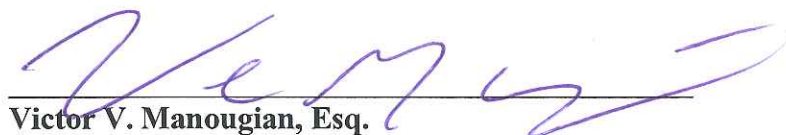
Board of Selectmen
Town of Needham, Massachusetts
1471 Highland Avenue
Needham, Massachusetts 02492

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

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

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

CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS



Victor V. Manougian, Esq.

Attorney for Cellco Partnership d/b/a Verizon Wireless

PREPARED BY:

LEASE EXHIBIT

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

NEXIUS
TRANSFORM YOUR BUSINESS. TRANSFORM YOUR WORLD.

A&E OFFICE:
300 APOLLO DRIVE, SUITE 7
CHELSEA, MA 01824
1 (877) 753-1882

PROFESSIONAL STAMP:



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IN ANY FORM OR BY ANY
MEANS, ELECTRONIC OR
MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING,
OR BY ANY INFORMATION
STORAGE AND RETRIEVAL
SYSTEM, WITHOUT THE EXPRESS
WRITTEN CONSENT OF THE
CREATOR IS
STRICTLY PROHIBITED.

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

SUBMITTALS		
REV	DATE	DESCRIPTION
0	04/24/16	FOR CONSTRUCTION
1	04/28/16	REVISION PER COMMENTS
2	04/28/16	REVISION PER COMMENTS
3	04/28/16	FINAL LE

SITE INFO:

SITE NAME:
NEEDHAM_SC02_MA

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

CHECKED BY:
MB
DATE:
02/06/19
PROJECT NUMBER:

SHEET NUMBER:

LE-1



1 KEY PLAN
SCALE 1" = 60'



APPROX. NORTH

POLE COORDINATES	LATITUDE (NAD83)	LONGITUDE (NAD83)
42° 17' 15.34" N	71° 13' 26.59" W	
GROUND ELEVATION	220' A.M.S.L. (NAV088)	

PREPARED BY:

NEXIUS
THAT'S YOUR BUSINESS. THAT'S OUR BUSINESS.

AGE OFFICE
300 APOLO DRIVE, SUITE 7
CHANDLER, ARIZONA 85226
(972) 755-1882

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

SITE INFO:

SITE NAME:
NEEDHAM_SC02_MA

SITE ADDRESS:

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

CHECKED BY:

18

DATE:

02/06/19

PROJECT NUMBER:

SHEET NUMBER:

LE-2

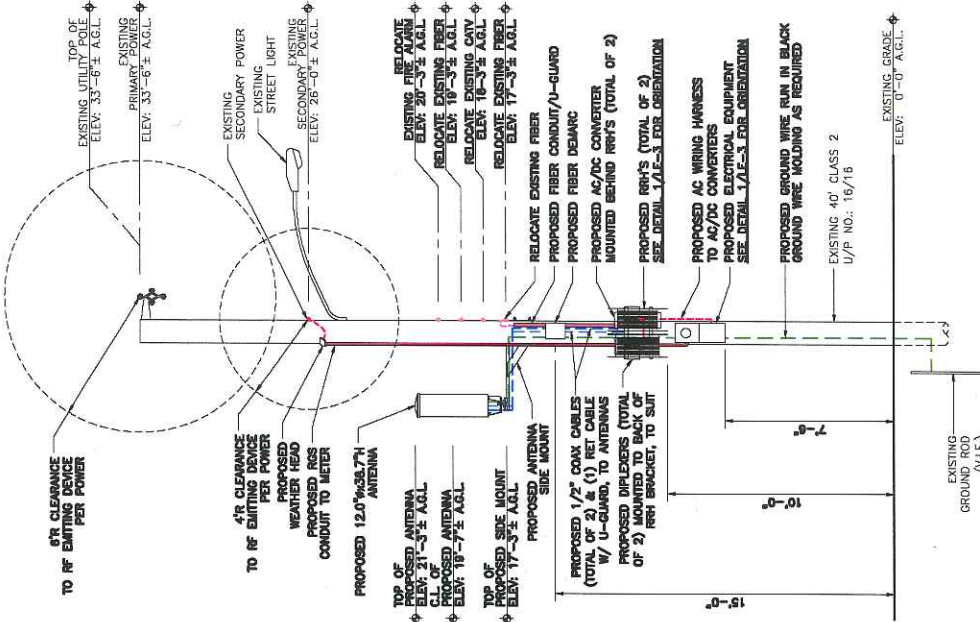
LEASE EXHIBIT

LEASE EXHIBIT

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

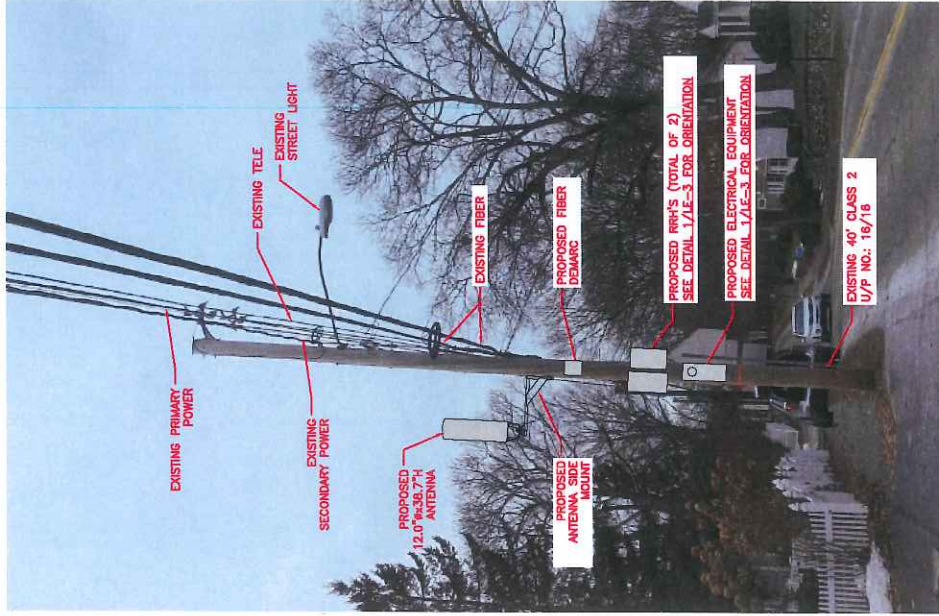
NOTES:

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



① ELEVATION
3/16" = 1'-0"

② PHOTO DETAIL
N.T.S.



PREPARED BY:

NEXIUS
TELEPHONE YOUR NUMBER, THEN DIAL NEXIUS

AGE OFFICE:
300 APOLLO DRIVE, SUITE 7
CHELSEA, MA 01824
1 (872) 753-1882

PROFESSIONAL STAMP



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WITHOUT THE EXPRESS WRITTEN
CONSENT OF THE CREATOR IS
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ALL OTHER PRINTED SIZES ARE
DEEMED "NOT TO SCALE".

REV	DATE	DESCRIPTION	BY
0	11/14/16	FOR CONSTRUCTION	AM
1	11/14/16	REVISED PER COMMENTS	AM
2	11/14/16	REVISED PER COMMENTS	AM
3	11/14/16	FINAL LE	AM

SITE INFO:

SITE NAME:
NEEDHAM_SC02_MA

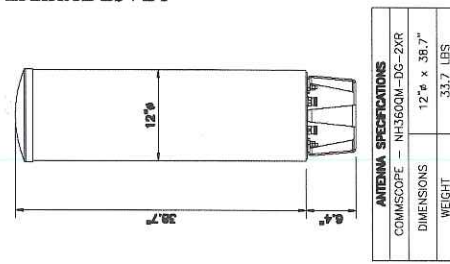
SITE ADDRESS:
**U/P NO.: 16/16
228 BROOKLINE STREET
NEEDHAM, MA 02492**

CHECKED BY: **MB** DATE: **02/06/19**
PROJECT NUMBER:

SHEET NUMBER:

LE-3

LEASE EXHIBIT

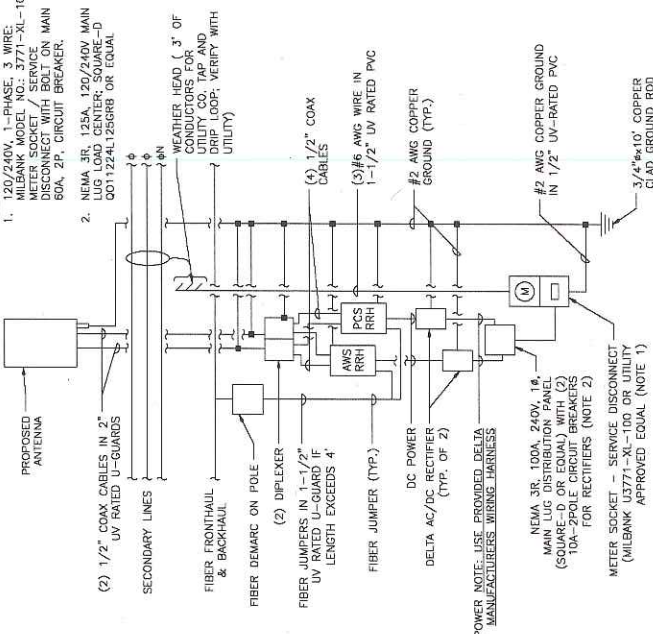


ANTENNA SPECIFICATIONS	
COMMSCOPE	- NH3500M-DG-2XR
DIMENSIONS	12'0" x 3.7"
WEIGHT	33.7 LBS

3 ANTENNA SPEC.

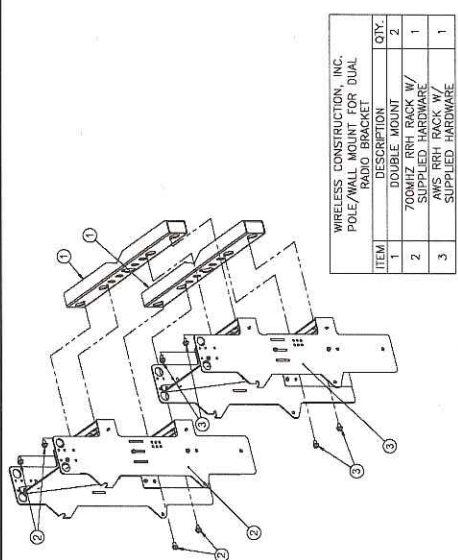
N.T.S.

- NOTES:
- 120/240V, 1-PHASE, 3 WIRE;
MILBANK MODEL NO.: 3771-XL-100
METER SOCKET / SERVICE
DISCONNECT WITH FETION MAIN
80A, 2P, CIRCUIT BREAKER.
 - NEMA 3R, 125A, 120/240V MAIN
LUG LOAD CENTER, SQUARE-D
Q011224L1256RB OR EQUAL



7 GENERAL WIRING DIAGRAM

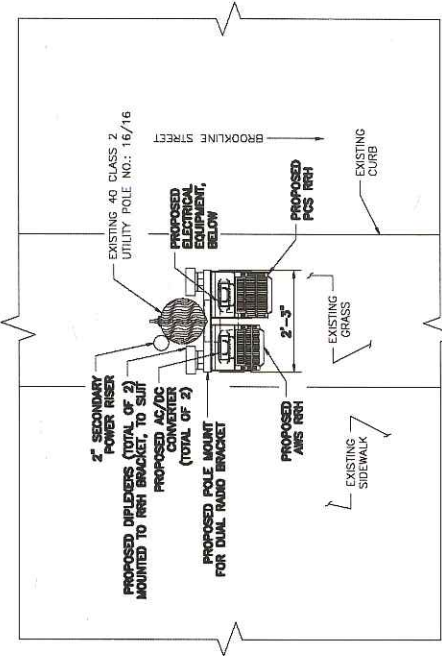
N.T.S.



WIRELESS CONSTRUCTION, INC. POLE/WALL MOUNT FOR DUAL RADIO BRACKET	
ITEM	QTY.
1 DOUBLE MOUNT	2
2 200MMZ RRH RACK W/ SQUARED BASE	1
3 AWS RRH RACK W/ SUPPLIED HARDWARE	1

2 RRH MOUNTING BRACKET SPEC.

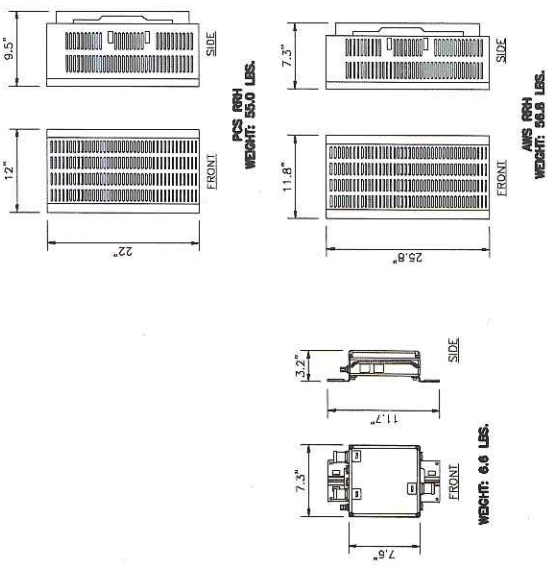
N.T.S.



1 RRH ORIENTATION PLAN

N.T.S.

APPROX. NORTH

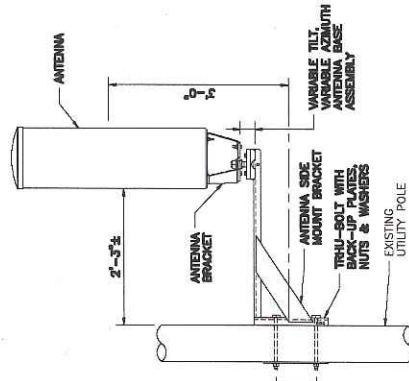


5 RRH SPEC.

N.T.S.

6 ANTENNA MOUNTING DETAIL

N.T.S.



4 DIPLEXER SPEC.

N.T.S.

TOWN OF NEEDHAM
BOARD OF SELECTMEN

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

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

IT IS HEREBY ORDERED:

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

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

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

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

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

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

Attachment, the Pole must be replaced, the Petitioner shall work with the Pole owner(s) to mitigate and remove any "double pole" at the proposed location.

5. The approved small cell antenna and related equipment described in the plans identified in this Order (collectively, the "Small Cell Attachment") shall not include lights unless required under applicable federal or state law.
6. The Small Cell Attachment shall blend with the color of existing attachments on the designated utility pole (the "Pole") or with the color of the Pole itself.
7. The Small Cell Attachment shall not project over the public roadway or the sidewalk beyond the berm or curb, or otherwise interfere with the safety and convenience of ordinary travel over the public right of way or sidewalk.
8. The Petitioner shall seek to install side mount or top mount without extension equipment rather than top mount extension equipment.
9. The Petitioner shall seek to avoid locating Small Cell Antenna equipment that would negatively impact the health of public shade trees or that would require significant tree trimming as a result of the antenna location.

I hereby certify that this order was adopted at a meeting of the Board of Selectmen of the Town of Needham, Massachusetts, held on the _____ day of _____, 2019.

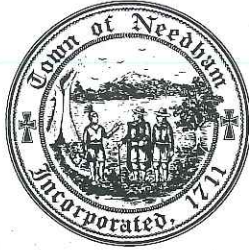
Town Clerk
Town of Needham, Massachusetts
1471 Highland Avenue
Needham, Massachusetts 02492

Received and entered in the records of location orders of the Town of Needham, at Book _____, Page _____.

Attest: _____
Town Clerk
Town of Needham, Massachusetts

Board of Selectmen

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



NOTICE

To the Record

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

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

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

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

SELECT BOARD

Dated: June 12, 2019

228 BROOKLINE ST

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
CARDINALI, WALTER M. & SONIA	CARDINALI, CARL E.	235 BROOKLINE ST	NEEDHAM	MA	02492	1990560001000000	235 BROOKLINE ST
ALPER, NEIL O. +	ALPER, CAROL D.	245 BROOKLINE ST	NEEDHAM	MA	02492	1990560001100000	245 BROOKLINE ST
ZADEH, RODAN &	ZADEH, EMILY S.	227 BROOKLINE ST	NEEDHAM	MA	02492	1990560000900000	227 BROOKLINE ST
GUSTAFSON, DEBORAH A. &	WILLIAMSON, SHIRLEY M.	21 DELL AVE	NEEDHAM	MA	02492	199029000056000000	21 DELL AVE
MA, QIFU &	XIONG, YANHONG	215 BROOKLINE ST	NEEDHAM	MA	02492	1990560000700000	215 BROOKLINE ST
MAXWELL, STEVEN R. &	MAXWELL, HELEN	234 BROOKLINE ST	NEEDHAM	MA	02492	199029000031000000	234 BROOKLINE ST
DESAULNIERS, JANET C. &	IRITI, DOMENCO	222 BROOKLINE ST	NEEDHAM	MA	02494	199029000058000000	222 BROOKLINE ST
BORSKIY, ALEXANDER &	BORSKIY, DARYA	12 HOLMES ST	NEEDHAM	MA	02492	199029000032000000	12 HOLMES ST
RIXNER, BRIAN PATRICK &	RIXNER, CARA JOAN	20 HOLMES ST	NEEDHAM	MA	02492	199029000033000000	20 HOLMES ST
VAJDA, SANDOR &	VAJDANE, GABRIELLA	228 BROOKLINE ST	NEEDHAM	MA	02492	199029000057000000	228 BROOKLINE ST
CHENG, YUAN & FENG, YAN	HYPERSUN PROPERTIES, LLC	191 BURROUGHS RD	BOXBOROUGH	MA	01719	199056000080000000	219 BROOKLINE ST
RIZZO, MICHAEL R.		216 BROOKLINE ST	NEEDHAM	MA	02492	199029000059000000	216 BROOKLINE ST

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



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

MEETING DATE: 6/25/2019

Agenda Item	Sign Notice of Traffic Regulation – Gibson Street
Presenter(s)	Richard P. Merson, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The TMAC has received a request from the residents of Gibson Street asking that a one hour parking zone be established for both sides of Gibson Street between 8 AM and 4 PM on school days. The residents are concerned about school-related vehicles parking all-day on Gibson Street, which narrows the road and limits emergency vehicle access.
2.	VOTE REQUIRED BY SELECT BOARD
	<u><i>Suggested Motion:</i></u> <i>“That the Board vote to approve and sign the Notice of Traffic Regulation Permit #P19-06-25 for Gibson Street, Time Limited in Designated Places, Both sides, from Manning Street to Page Road – 1 Hour Parking, 8 AM – 4 PM, School Days”</i>
3.	BACK UP INFORMATION ATTACHED
	1. Copy of Traffic Regulation P19-06-25

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TOWN OF NEEDHAM
SELECT BOARD

NOTICE OF TRAFFIC REGULATION

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

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

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

TIME LIMITED IN DESIGNATED PLACES

GIBSON STREET – Both sides, from Manning Street to Page Road,
TIME – 1 Hour, 8 AM – 4 PM, School Days, Permit P19-06-25.

VOTED: by the Select Board at a meeting held on Tuesday, June 25, 2019

SELECT BOARD

Permit No. P19-06-25

Date of Passage _____

Attest of Town Clerk _____

TM



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

MEETING DATE: 6/25/2019

Agenda Item	Sign Notice of Traffic Regulation – First Avenue
Presenter(s)	Richard P. Merson, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Vehicles are parking on both sides of First Avenue and are interfering with truck traffic. The proposed regulation would eliminate parking on the Route 128 side of the street and provide the additional road width necessary to safely accommodate trucks travelling on the roadway.	
2.	VOTE REQUIRED BY SELECT BOARD
<u>Suggested Motion:</u> <i>"That the Board vote to approve and sign the Notice of Traffic Regulation Permit #P19-06-25 for First Avenue, Parking Prohibited, West side, from Highland Avenue to B Street"</i>	
3.	BACK UP INFORMATION ATTACHED
1. Copy of Traffic Regulation P19-06-25	

DM

TOWN OF NEEDHAM
SELECT BOARD

NOTICE OF TRAFFIC REGULATION

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

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

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

PROHIBITED

FIRST AVENUE – West side, from Highland Avenue to B Street, Permit
P19-06-25.

VOTED: by the Select Board at a meeting held on Tuesday, June 25, 2019

SELECT BOARD

Permit No. P19-06-25

Date of Passage _____

Attest of Town Clerk _____

DM



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

MEETING DATE: 06/25/2019

Agenda Item	Set Water and Sewer Rates						
Presenter(s)	Kate Fitzpatrick, Town Manager David Davison, Assistant Town Manager/Finance						
1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED						
The Board held a Public Hearing regarding the water and sewer rates at its June 11, 2019 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. There are no changes recommended to the basic service charges or meter fees. The proposed rate structure effectively provides a subsidy to customers that only have primary meter water/sewer use falling within steps one and two. This accounts for more than half of the residential customers. The subsidy is determined by comparing the proposed rate to the minimum required rate if all consumers were billed at the same rate regardless of use.							
Subsidy Per 100 Cubic Feet Fiscal Year 2020							
<table><tr><th>Service</th><th>Rate</th><th>Subsidy per HCF</th><th>Percent</th></tr></table>				Service	Rate	Subsidy per HCF	Percent
Service	Rate	Subsidy per HCF	Percent				
Water							
The minimum required single rate per HCF							
Primary Meter							
The proposed Step 1 Rate	\$3.18	\$1.48	31.8%				
The proposed Step 2 Rate	\$3.39	\$1.27	27.3%				
The proposed Step 3 Rate	\$4.26	\$0.40	8.6%				
The proposed Step 4 Rate	\$5.24						
Secondary Meter							
The proposed Step 1 Rate	\$5.24						
The proposed Step 2 Rate	\$5.65						
The proposed Step 3 Rate	\$6.26						
The proposed Step 4 Rate	\$8.32						
Sewer							
The minimum required single rate per HCF							
The proposed Step 1 Rate	\$9.08	\$1.56	14.7%				
The proposed Step 2 Rate	\$10.02	\$0.62	5.8%				
The proposed Step 3 Rate	\$10.81						
The proposed Step 4 Rate	\$11.79						



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

2. VOTE REQUIRED BY SELECT BOARD

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

Water and Sewer Rates

Description	Current Rate	Proposed Rate	\$ Change
Basic Service Fee - Quarterly	\$15.00	\$15.00	
Basic Service Fee - Monthly	\$5.00	\$5.00	
Water - Primary Meter			
Step 1	\$3.10	\$3.18	\$0.08
Step 2	\$3.30	\$3.39	\$0.09
Step 3	\$4.15	\$4.26	\$0.11
Step 4	\$5.10	\$5.24	\$0.14
Second Meter Fee - Quarterly	\$4.00	\$4.00	
Second Meter Fee - Monthly	\$1.34	\$1.34	
Water - Secondary Meter			
Step 1	\$5.10	\$5.24	\$0.14
Step 2	\$5.50	\$5.65	\$0.15
Step 3	\$6.10	\$6.26	\$0.16
Step 4	\$8.10	\$8.32	\$0.22
Basic Sewer Fee - Quarterly	\$9.00	\$9.00	
Basic Sewer Fee - Monthly	\$3.00	\$3.00	
Sewer			
Step 1	\$8.82	\$9.08	\$0.26
Step 2	\$9.74	\$10.02	\$0.28
Step 3	\$10.51	\$10.81	\$0.30
Step 4	\$11.46	\$11.79	\$0.33
Septage Disposal Per 1,000 Gallons	\$85.00	\$85.00	

Prices are per 100 CF (cubic feet) except septage which is per 1,000 gallons.

3. BACK UP INFORMATION ATTACHED

a. None



Select Board TOWN OF NEEDHAM AGENDA FACT SHEET

MEETING DATE: 06/25/2019

Agenda Item	Set Transfer Station User Fees
Presenter(s)	Kate Fitzpatrick, Town Manager David Davison, Assistant Town Manager/Finance

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED

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

2. VOTE REQUIRED BY SELECT BOARD

Suggested Motion: Move that the Board approve the proposed rate changes as outline below effective July 1, 2019.

Transfer Station Fees Rate Proposal			
Description	Current	Recommend	\$ Change
RTS Sticker Fees			
Standard Sticker	No Charge	No Change	
Standard Sticker Senior	No Charge	No Change	
Standard Additional Sticker	No Charge	No Change	
Hauler Sticker (annual)	\$125.00	No Change	
RTS Week Pass Program	No Charge	No Change	
Bag Rates			
Large Bags (pack of 10)	\$20.00	No Change	
Small Bags (pack of 10)	\$10.75	No Change	
Scale Rate			
Per Ton	\$140.00	No Change	
Minimum Scale	\$25.00	No Change	
Recycling Fees			
Commercial Single Stream (per ton)	\$85.00	No Change	
Miscellaneous Rates			
Air Conditioners	\$15.00	No Change	
Appliances (White Goods)	\$15.00	No Change	
Carpet 10x10	\$10.00	No Change	
Computer Monitor - 15" or less (Small)	\$15.00	No Change	
Computer Monitor - Greater than 15" (large)	\$15.00	\$5.00	-\$10.00
Fluorescent Lamps	Charge for ten	No Change	
Freon	\$15.00	No Change	
Furniture - Chair	\$10.00	No Change	
Furniture - Sleep Sofa	\$20.00	No Change	
Furniture - Sofa	\$15.00	No Change	
Box Spring or Mattress	\$5.00	\$20.00	\$15.00
Propane Tank 20lb or less	\$5.00	No Change	
Recycling Bin	\$5.00	No Change	
Single Large Size Item	\$15.00	No Change	
Single Medium Size Item	\$10.00	No Change	
Single Small Size Item	\$5.00	No Change	
Tires - Vehicle Auto	\$5.00	No Change	
Tires - Vehicle Truck	\$10.00	No Change	
Toilet and Sinks (Porcelain)	\$15.00	No Change	
Television	\$15.00	No Change	
Flat Screen TV - 15" or less (Small)	\$15.00	\$5.00	-\$10.00
Flat Screen TV - Greater than 15" (Large)	\$15.00	No Change	
Yard Waste Processing Equipment Rental			
Trommel Screener Rental (weekly)	\$2,500.00	No Change	
Trommel Delivery and Pickup	\$200.00	No Change	
Snow Dump Rates			
Snow Dump Fee 4 Hour Shift	\$1,200.00	No Change	
Snow Dump Fee 8 Hour Shift	\$2,400.00	No Change	
Commercial Yard Waste Disposal*			
Brush, 12" less in diameter (CY)	\$15.00	No Change	
Leaves / Grass (CY)	\$10.00	No Change	
Brush, 12" less in diameter (TON)	\$60.00	No Change	
Leaves / Grass (TON)	\$50.00	No Change	
Wood Chips (TON)	\$7.50	No Change	
Compost & Loam for Sale*			
Compost (30 gallon barrel)	\$12.00	No Change	
Loam (30 gallon barrel)	\$16.28	No Change	
Loam (CY) - Residential	\$16.28	No Change	
Loam (CY) - Commercial	\$16.28	No Change	



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

3.	BACK UP INFORMATION ATTACHED
None	



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

MEETING DATE: 06/25/2019

Agenda Item	Approval of the Sale of Notes
Presenter(s)	David Davison, Assistant Town Manager/Finance Evelyn Poness, Town Treasurer/Collector
1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
We will review the results of the bond anticipation note sale and discuss upcoming borrowings with the Board.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motions: (please note there are five (5) motions to be acted upon by the Board)	
Motion A Move that the Board approve the sale of a \$34,820,000 2.00 percent General Obligation Bond Anticipation Note (the “Note”) of the Town dated June 27, 2019 and payable October 1, 2019 to J.P. Morgan Securities LLC at par and accrued interest plus a premium of \$46,310.60.	
Motion B Move that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated June 5, 2019, and a final Official Statement dated June 19, 2019, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.	
Motion C Move that the Town Treasurer and the Select Board be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Notes for the benefit of the holders of the Notes from time to time.	
Motion D Move that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Notes and to comply with relevant securities laws.	
(Continues Next Page)	



Select Board TOWN OF NEEDHAM AGENDA FACT SHEET

Motion E

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

	BACK UP INFORMATION ATTACHED
--	-------------------------------------

- | | |
|----|--------------------------------|
| a. | Cover Memo Dated June 21, 2019 |
|----|--------------------------------|

Memorandum

To: Select Board

From: David Davison, Assistant Town Manager/Director of Finance

CC: Kate Fitzpatrick, Town Manager; Evelyn Poness, Treasurer/Collector;
Michelle Vaillancourt, Town Accountant

Date: June 21, 2019

Re: Bond Anticipation Note Sale

The Town received seven bids on its \$34,820,000 three-month Bond Anticipation Note (BAN). The lowest bidder, J.P. Morgan Securities LLC offered a coupon rate of 2.0%, with a premium of \$46,310.60 which results in a net interest cost (NIC) of 1.4906% which is the basis for award. The gross interest expense is \$181,837.78. Attached is a summary of the bids received on the sale. The proceeds will finance several ongoing or soon to be completed projects (summarized below) previously approved by Town Meeting.

Project	Town Meeting	Art	Authorized	Borrowed
High School Expansion Design	10-May-17	43	950,000	25,000
High School Expansion Project	2-Oct-17	13	11,125,000	3,600,000
Memorial Park Building Project	9-May-18	30	2,918,000	1,850,000
Public Safety Buildings Designs	2-Oct-17	11	3,750,000	2,000,000
Public Safety Buildings Project	10-Oct-18	10	66,245,000	12,000,000
Rosemary Recreational Complex Project	8-May-17	33	8,000,000	3,885,000
Water Distribution System Improvements	1-May-17	51	1,300,000	65,000
Water System Rehabilitation Program	11-May-15	47	635,000	295,000
Williams Elementary School Project	5-Oct-16	2	57,542,500	11,100,000
Total				34,820,000

The Board will be asked to approve the sale of the BAN and to authorize various actions that have been or may need to be done. We will bring to the meeting the actual Notes, Certificates, Disclosure Certificates, and the Certification of the vote by the Select Board, to be executed by the Board. Please do not hesitate to contact me if you have any questions prior to the meeting.

Town of Needham

Note Sale

\$34,820,000

Date of Sale	6/19/2019
Date of Board Action	6/25/2019
Settlement	6/27/2019
Maturity	10/1/2019

Bidder	Amount	Rate	Interest	Premium	Net Interest	NIC
J.P. Morgan Securities LLC	\$34,820,000	2.000%	\$181,837.78	\$46,310.60	\$135,527.18	1.490600%
BYN Mellon Capital Markets	\$34,820,000	2.000%	\$181,837.78	\$42,863.42	\$138,974.36	1.528600%
Morgan Stanley & Company, LLC	\$34,820,000	3.000%	\$272,756.67	\$132,838.30	\$139,918.37	1.538900%
Jefferies LLC	\$34,820,000	2.000%	\$181,837.78	\$40,741.00	\$141,096.78	1.551900%
TD Securities	\$34,820,000	2.500%	\$227,297.22	\$82,871.60	\$144,425.62	1.588500%
Oppenheimer & Co, Inc	\$34,820,000	2.500%	\$227,297.22	\$41,435.80	\$185,861.42	2.044300%
Century Bank	\$5,000,000	2.100%	\$27,416.67	\$0.00	\$27,416.67	2.100000%

Prepared by Asst Town Manager/Director of Finance June 19, 2019



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

MEETING DATE: 06/25/2019

Agenda Item	Board Support for Open Meeting Bill
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will present a letter of support for the open meeting law complaint legislation.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Discussion only.</i>	
3.	BACK UP INFORMATION ATTACHED
None.	



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

MEETING DATE: 6/25/2019

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

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



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

MEETING DATE: 6/25/2019

Agenda Item	Town Manager Performance Evaluation Policy
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will discuss the adoption of a new Town Manager Evaluation Policy in accordance with the Board's FY2019 – 2020 goals.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Select Board vote to approve the revised Town Manager Performance Evaluation Policy.	
3.	BACK UP INFORMATION ATTACHED
a. Town Manager Evaluation Policy	

Select Board

Policy Number:	SB-PERS-004
Policy:	Town Manager Performance Evaluation Policy
Date Approved:	December 21, 2010
Date Revised:	April 9, 2014 June 25, 2019
Approved:	_____ Chair, Select Board

POLICY AND PURPOSE:

The purpose of this evaluation instrument is to formally evaluate the Town Manager's performance on an annual basis. The document allows the Board to assess the Town Manager's performance in key competency areas and in the accomplishment of goals. Through the evaluation procedure, Board members will recognize strengths, offer positive feedback, and suggest any areas that require corrective action.

Individual performance evaluation forms prepared by members of the Board are considered work product/personnel documents, and shall not be publicly released. The only document to be released will be an overview document, compiling the ratings and comments, prepared by the immediate past chair serving as Reviewer. In the absence of the immediate past chair the chair or his or her designee shall serve as the Reviewer.

PROCEDURE:

1. The period of evaluation is July 1 through June 30.
2. The Town Manager will submit a narrative self-evaluation including a report on goal achievement. A copy of the report and a blank evaluation form will be distributed to each Board member.
2. Board members will complete their evaluation forms and give them to the Reviewer by a date set by him or her.
3. The Reviewer will compile ratings from individual evaluation forms and develop a consensus overview document.

4. The Reviewer will give the individually completed performance evaluation forms to the Director of Human Resources who will place them in the Town Manager's personnel file.
5. The Reviewer will provide the Town Manager with the consensus evaluation overview document at least one week prior to the date at which the document will be publicly discussed.
6. The overview document will be released to the remaining board members when meeting materials are publicly posted.

TOWN OF NEEDHAM TOWN MANAGER EVALUATION

NAME:	
REVIEWER:	
REVIEW PERIOD:	
DATE:	

RATING METHODOLOGY

EXCELLENT/OUTSTANDING (E)	The Town Manager's work performance is consistently excellent when compared to the standards of the job.
MEETS EXPECTATIONS (M)	The Town Manager's work performance consistently meets the standards of the position.
IMPROVEMENT NEEDED (I)	The Town Manager's work performance does not consistently meet the standards of the position.

KEY COMPETENCIES

1. INDIVIDUAL CHARACTERISTICS

	Is diligent and thorough in the discharge of duties
	Exercises good judgment
	Displays enthusiasm, cooperation, and willingness to adapt
	Exhibits composure and attitude appropriate for executive position

2. PROFESSIONAL SKILLS AND STATUS

	Maintains knowledge of current developments affecting the practice of local government management
	Demonstrates a capacity for innovation and creativity
	Anticipates and analyzes problems to develop effective approaches for solving them
	Demonstrates a willingness to try new ideas proposed by governing body members and/or staff
	Sets a professional example by handling affairs of the public office in a fair and impartial manner
	Identifies professional development opportunities to continue personal development

KEY COMPETENCIES (continued)

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECT BOARD

	Carries out directives of the Board as a whole as opposed to those of any one member or minority group
	Sets meeting agendas that reflect the guidance of the Board and avoid unnecessary involvement in administrative actions
	Disseminates complete and accurate information equally to all members in a timely manner
	Facilitates decision making without usurping authority
	Responds well to requests, advice, and constructive criticism

4. POLICY EXECUTION

	Implements actions in accordance with the intent of the Board
	Supports the actions of the Board after a decision has been reached, both inside and outside the organization
	Understands, supports, and enforces the Town's By-Laws, policies, and regulations
	Reviews policies and procedures periodically

5. REPORTING

	Provides regular information and reports to the Board concerning matters of importance to the Town
	Responds in a timely manner to requests from the Board for special reports
	Takes the initiative to provide information, advice, and recommendations to the Board on matters that are non-routine and not administrative in nature
	Produces reports that are accurate, comprehensive, concise and written to their intended audience
	Produces and handles reports in a way to convey the message that affairs of the Town are open to public scrutiny

6. CITIZEN RELATIONS

	Is responsive to requests from citizens
	Demonstrates a dedication to service to the community and its citizens
	Maintains a non-partisan approach
	Meets with and listens to members of the community to discuss their concerns and strives to understand their interests

KEY COMPETENCIES (continued)

6. CITIZEN RELATIONS (continued)

	Monitors and makes appropriate efforts to maintain citizen satisfaction with Town services
--	--

7. STAFFING

	Recruits and retains competent personnel for staff positions
--	--

	Applies an appropriate level of supervision to improve any areas of substandard performance
--	---

	Stays accurately informed and appropriately concerned about employee relations
--	--

	Ensures professional management of the compensation and benefits plan
--	---

	Promotes training and development opportunities at all levels of the organization
--	---

8. SUPERVISION

	Encourages department managers to make decisions within their jurisdictions with minimal town manager involvement, yet maintains general control of operations by providing the right amount of communication to staff
--	--

	Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
--	--

	Develops and maintains a friendly and informal relationship with staff and work force in general, yet maintains the professional dignity of the Town Manager's office
--	---

	Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
--	---

	Encourages teamwork, innovation, and effective problem-solving among staff members
--	--

9. FISCAL MANAGEMENT

	Prepares a preliminary balanced budget to provide services at a level deemed appropriate by the Board
--	---

	Makes the best possible use of available funds, conscious of the need to operate the Town efficiently and effectively
--	---

	Prepares a budget and budgetary recommendations in an intelligent and accessible format
--	---

	Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
--	--

KEY COMPETENCIES (continued)

9. FISCAL MANAGEMENT (continued)

	Appropriately monitors and manages fiscal activities of the organization
--	--

10. COMMUNITY

	Shares responsibility for addressing issues facing the Town
	Avoids unnecessary controversy
	Cooperates with neighboring communities
	Helps the Board address future needs and develop adequate plans to address long term trends
	Cooperates with other regional, state, and federal government agencies

PROGRESS TOWARD PRIOR YEAR GOALS

UNPLANNED ACTIONS/ACHIEVEMENTS

LEARNING AND DEVELOPMENT PLANS

OVERALL EVALUATION NARRATIVE

TOWN MANAGER PERFORMANCE EVALUATION FORM
ACKNOWLEDGEMENT OF RECEIPT

This is to acknowledge the fact that the performance review was conducted by the Board of Selectmen in accordance with the procedures and that the Town Manager has received the overview document.

SELECT BOARD

Date: _____

TOWN MANAGER

Date: _____



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

MEETING DATE: 6/25/2019

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

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

**ONE DAY SPECIAL LICENSE
TOWN OF NEEDHAM BOARD OF SELECTMEN
EVENT INFORMATION SHEET**

(Please complete and attach event flyer or other information.)

Event Manager Name (Name that will appear on license)	MAXWELL SPARR		
Event Manager Address	400 FIRST AVENUE, NEEDHAM, MA 02494		
Event Manager Phone Number	857-320-0426		
Organization Representing (if applicable)	TRIP ADVISOR		
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	☐ Non-profit	☒ For profit	
	☐ Proof of non-profit status is attached Form of Proof: _____		
Name of Event	GLOBAL VOLUNTEER DAY		
Date of Event	6/20/19		
License is for Sale of:			
☒ Wines & Malt Beverages Only			
☐ All Alcoholic Beverages (for non-profit groups only)			
Requested Time for Liquor License	FROM: 3 PM	TO: 7 PM	
Are tickets being sold in advance for this event?	☐ YES \$	/per ticket	☒ NO
Is there an admission fee for this event?	☐ YES \$	/per ticket	☒ NO
Are you using dues collected to purchase alcohol for this event?	☐ YES	☒ NO	
How many people are you expecting at this event?	750		
Name & address of event location. Please attach proof of permission to use this facility.			
TRIP ADVISOR - 400 FIRST AVE NEEDHAM, MA 02494			
Who will be serving the alcohol to your guests?			
BARTENDER - Maxwell Sparr			
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).			
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.			
BEER + WINE ON CONSUMPTION			
☒ I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))			
Event Manager Signature:			Date: 6/7/19

e-mailed 6/10/19
pd. cash \$25 6/10/19

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

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD

Event Manager Name (Name that will appear on license)	Kathleen Hunt
Event Manager Address	64 Pleasant St., Watertown, MA 02472
Event Manager Phone Number	774-275-0960
Organization Representing (if applicable)	Core Net New England
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	☐ Non-profit ☒ For profit ☐ Proof of non-profit status is attached Form of Proof: _____
Name of Event	CoreNet NE Program: Shark Ninja H&R
Date of Event	June 25, 2019
License is for Sale of: ☒ Wines & Malt Beverages Only ☐ All Alcoholic Beverages (for non-profit groups only)	
Requested Time for Liquor License	FROM: 5:30 pm TO: 8:30 pm
Are tickets being sold in advance for this event?	☒ YES \$ 25-85 /per ticket ☐ NO
Is there an admission fee for this event?	☐ YES \$ /per ticket ☒ NO
Are you using dues collected to purchase alcohol for this event?	☐ YES ☒ NO (we have sponsors)
How many people are you expecting at this event?	70
Name & address of event location. Please attach proof of permission to use this facility. 89 A Street, Needham, MA 02494	
Who will be serving the alcohol to your guests? Corporate Chefs, Inc. (Founders Cafe)	
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate). TBD - will forward by email Manell Portela - Event Temps	
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan. Guests will be served beer or wine at one bar set up in building lobby. Will not purchase at bar. Alcohol cost included in ticket.	
☒ I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))	
Event Manager Signature:	Kathleen Hunt
Date:	6/10/19

Khunt@sasaki.com



The Global Association for
Corporate Real Estate

CORENET GLOBAL MY CORENET GLOBAL CONTACT

USER ID:

PASSWORD:

☐ Keep Me Signed In

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CoreNet Global Events > [Event Registration](#)

NE Chapter of CoreNet Global Program Event - SharkNinja: A Deep Dive Into Their New HQ

[Register Now](#)

Date: Tuesday, June 25, 2019 to Tuesday, June 25, 2019

Venue: SharkNinja Needham, MA United States



Event Name: SharkNinja: A Deep Dive Into Their New HQ



Travel Discounts

No hotels have been associated with this event.

Event Date: June 25, 2019

Event Start Time: 5:30 PM

Event End Time: 8:00 PM

Event Location: SharkNinja, 89 A Street #100, Needham, MA 02494

Event Description:

Seven departments, four buildings, six floors, two cities and one happy union. Together at last in their new headquarters offices in Needham, Mass., SharkNinja's mission to be thoughtful, purposeful, and fast begged for the efficiency and collaboration that suffers when you are spread between multiple buildings and floors. The new 178,000SF, tech-rich workspace allows all departments, employees, and functions to operate in harmony, learn from one another, and spark a greater sense of community. Gone are the duplicated programs, replaced with efficient workflows, and an abundance of social activity, that supports the creative environment essential to these innovators.

Laser focused on a superior consumer experience, SharkNinja knows it starts with their employees. Their new HQ is testament to their commitment to making an impact, and leaving an impression – every day and in every way.

Max Capacity: 100

Primary Sponsors: Officeworks, Sasaki, STV/DPM



Speaker: Barbara Rodi Dadasis, Director Corporate Services, SharkNinja



Cost:

End User Member: Free

End User Non-Member: \$75

End User Talent in Transition: Free

Service Provider Member: \$65

Service Provider Non-Member: \$85

Service Provider Talent in Transition: \$25

Pre-Registration Deadline: 6/11/19

Additional Cost Beyond Deadline: \$20

Your Rating

Speaker Details

No speakers have been associated with this event.

Schedule Details

Select session for meeting registration

No sessions have been associated with this event.

[Register Now](#) [Guest Registration](#) [Back](#)

CORENET GLOBAL

133 PEACHTREE STREET NE, SUITE 3000 ATLANTA, GA 30303 1.404.589.3200

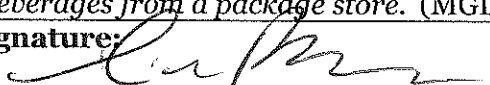
COPYRIGHT © 2019



Shark Ninja HQ : 89 A Street, Suite 100

pd. check 6/10/19

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

Event Manager Name (Name that will appear on license)	SUSAN BANEZ
Event Manager Address	3 Upland Rd. Needham, MA 02492
Event Manager Phone Number	215-606-7212
Organization Representing (if applicable)	NEEDHAM POOL AND RACQUET CLUB
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	☐ Non-profit ☒ For profit ☐ Proof of non-profit status is attached Form of Proof: _____
Name of Event	BEERS AND BAGS-CORNHOLE TOURNAMENT
Date of Event	7/12/2019
License is for Sale of: ☒ Wines & Malt Beverages Only ☐ All Alcoholic Beverages (for non-profit groups only)	
Requested Time for Liquor License FROM: 6:00 pm TO: 9:00 pm	
Are tickets being sold in advance for this event? ☒ YES \$ 15 /per ticket ☐ NO	
Is there an admission fee for this event? ☐ YES \$ /per ticket ☒ NO	
Are you using dues collected to purchase alcohol for this event? ☒ YES ☐ NO <i>ever part of A portion of the money is from dues.</i>	
How many people are you expecting at this event? 100	
Name & address of event location. Please attach proof of permission to use this facility. Needham Pool and Racquet Club, 1550 Central Avenue Needham, MA	
Who will be serving the alcohol to your guests? 2 Bartenders	
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate). Amy Hull, Katherine Sastavickas	
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan. We will have 2 bartenders. Guests will be served alcohol from the bartenders (hired from special occasions)	
☒ I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))	
Event Manager Signature:	 Date: 6/10/19

NPRC
pool
building

car delivery
alcohol



Bar

driveway

corn hole
tournament area

grass area.

☒ = bartenders.

**Town of Needham
Select Board
Minutes for May 28, 2019
Needham Town Hall
Select Board's Chamber**

6:45 p.m. Informal Meeting with Citizens: No activity.

7:00 p.m. Call to Order:

A meeting of the Select Board was convened by Vice Chair Maurice P. Handel. Those present were Matthew D. Borrelli, Marianne B. Cooley, Daniel P. Matthews, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt. John A. Bulian did not attend the meeting.

Mr. Handel noted the recent anti-Semitic event occurring in Needham on Thursday, May 31, 2019. He read a statement expressing sadness and deep concern for the attempted arson at the Chabad Jewish Center on High Rock Street. He said the event is uncharacteristic of Needham and hopes it does not occur again.

7:03 p.m. Michelson's 100th Anniversary:

Mr. Borrelli read a Certificate of Appreciation recognizing Michelson's Shoes for providing outstanding products and service to the residents of Needham for over 100 years.

Motion by Mr. Matthews recognizing Michelson's Shoes for providing outstanding products and service to the residents of Needham for over a century! We thank you for your contributions to the community and wish you many more successful years in Needham. Congratulations!

Second: Ms. Cooley. Unanimously approved 4-0.

Mr. Michelson introduced staff from the store and gave the Board mementos including historic photographs of the family business. Mr. Handel suggested Mr. Michelson share the photographs with the Needham Historic Center and Museum.

Mr. Matthews said retail business is a challenge, noting Michelson's Shoes maintains strong service ethics and is responsive to the needs of their customers.

The Board congratulated Michelson's Shoes and wished them continued success.

7:09 p.m. Town Manager:

1. Town Manager Report

Ms. Fitzpatrick reported a delegation from Needham's sister city of Daxing, China arrived, touring the Rosemary Recreation Complex, Center at the Heights, North Hill, Beth Israel Deaconess Hospital and the Needham Fire Department. She said the delegation will spend the next few days in Boston, then head to Cuba as part of

their trip. Ms. Fitzpatrick stated Needham is looking forward to the Sister City Conference to be held in Daxing later this year.

Ms. Fitzpatrick reported on the "Needham U" program where employees can sign up for classes that other employees teach (i.e. using iPhone, Outlook, yoga, etc.). She said that as part of Needham U, a training program was held for department managers and assistant managers hired within the last 5 years, to discuss positive ways of leading their departments.

Ms. Fitzpatrick told the Board interviews concluded for a Design Consultant to help submit a prioritization document to the Commonwealth under the "Complete Streets" program. She said the "Complete Streets" program is to enhance safety for the use of non-motorized vehicles and pedestrians without hindering motor vehicles.

Ms. Fitzpatrick announced the spray park at the Rosemary Pool Complex opened Memorial Day weekend, and it is anticipated the full pool will open for the summer on Friday, May 31, 2019. She said an effort is being made to extend the season through Labor Day by hiring additional lifeguard staff once students return to school.

7:19 p.m

Appointments and Consent Agenda:

Motion by Mr. Borrelli that the Select Board approve the Appointments and Consent Agenda as presented.

APPOINTMENTS: No Appointments were made at this meeting.

CONSENT AGENDA

- 1. Accept the following donations made to Needham Youth & Family Services to sponsor the Project VAN (Volunteers Around Needham) Summer Program: \$50 from the Foley family; and \$300 from the Hohler family.**
- 2. Accept a \$20 donation made to the Needham Health Division's Domestic Violence Action Committee from Catherine Delano.**
- 3. Approve a 2019 Common Victualler License for Servente Bakery & Café Inc. d/b/a Servente Bakery & Café, located at 1032 Great Plain Avenue, Needham.**
- 4. Approve Open Session minutes of May 8, 2019, and May 14, 2019; and Executive Session minutes of May 14, 2019. Also approve a correction on the April 23, 2019 Executive Session minutes.**
- 5. Water and Sewer Abatement Order #1275**
- 6. Approve a Special One Day Wines & Malt Beverages license for Leslie J. Laputz of the Pan Mass Challenge to host an event at the end of the Pan Mass Challenge on Sunday, August 4, 2019 from 10:00 a.m. to 3:00 p.m. The event will be held in Trim Lot (in Needham), which is at Babson College, 231 Forest Street, Babson Park.**

7. Accept the following donation made to the Needham Park and Recreation Commission for its Arts in the Parks Summer Concert Series and Children's Theatre Performances: \$600 from Salib Fanikos Dental Care.
8. Approve a Special One Day Wines and Malt Beverages License for Christopher Gerstel, of the Needham Park and Recreation Commission to host a Rosemary Complex Ribbon Cutting event on Friday, May 31, 2019 from 7:00 p.m. to 8:30 p.m. The event will be held at the Rosemary Recreation Complex, 178 Rosemary Street, Needham.
9. Grant permission for the following residents to hold block parties:

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Susan Benzie	18 Hollow Ridge Road	Hollow Ridge Road	6/15/19	N/A	4pm-10pm

Second: Ms. Cooley. Unanimously approved 4-0.

7:20 p.m.

Board Discussion:

1. Proposed Development at 1180 Great Plain Avenue

Mr. Handel referred to the public hearing held May 14, 2019 saying the purpose of discussion tonight is to make a recommendation to the Zoning Board of Appeals. He reiterated Needham has met its 40B threshold requirement, noting additional 40B developments are optional. He noted the Select Board will make its recommendation and the Zoning Board of Appeals will set conditions as they see fit. Mr. Handel said public comment received after the May 14th hearing was generally supportive, but concerns were expressed about traffic on the site and in the neighborhood.

Mr. Handel asked for Board comment.

Mr. Borrelli commented his concern is with parking and access, saying the site plan is very constrained. He said density would not be an issue, however it is driven by the site plan. Mr. Borrelli said "something has to give," noting he has confidence in the professionals working on the plan. He recognized neighborhood support, but for the project to work parking and access must fit the needs of the town.

Ms. Cooley echoed Mr. Borrelli's comment, i.e. the site plan is the biggest issue. She said this kind of housing is what the Select Board has been asking for and is delighted the project has come forward. She said, however, there are traffic concerns to be considered.

Mr. Matthews explained the application falls under the Chapter 40B subsidized housing law, and that this is the first application since the town reached the 10% affordable housing threshold, saying Needham now has discretion on whether to move forward on the project. Mr. Matthews said, "nothing is perfect," but the project meets the guidelines set by the Select Board. He commented, in his opinion, the parking and access plan does not work and needs review. He suggested the

Zoning Board of Appeals has the experience and authority over the project and can address and resolve the traffic and parking issue.

Motion by Mr. Matthews that the Board vote to recommend granting of a comprehensive permit for an affordable residential development at 1180 Great Plain Avenue for up to, and not more than, sixteen dwelling units of which one-half shall be one bedroom units and one-half shall be two bedroom units, with all to be rental units, at least 25% of these being affordable to households at eighty percent median income, such rental and affordability requirements to be in perpetuity unless otherwise agreed by the Town, and that the height of the building not exceed two and one half stories.

In approving this recommendation, the Board expresses concern that the current proposed parking and vehicle access plan, with all vehicles, entering and exiting from Great Plain Avenue, and a single lane driveway for on-site vehicle movement, appears problematic and recommends that the parking and vehicle access plan be revised to the satisfaction of the Zoning Board of Appeals as part of the comprehensive permit process.

Second: Ms. Cooley. Approved 4-0.

Discussion ensued on the number of units, density of the project, and zoning.

Mr. Matthews suggested guidelines must be updated for the general public, developers, property owners, and residents so everyone knows the standards and goals of the Town. Mr. Matthews explained the process as it moves to the Zoning Board of Appeals, suggesting the public remain involved.

Ms. Cooley supports reviewing the guidelines and updating them as necessary, if change is required.

2. Committee Reports

Mr. Matthews noted Memorial Day observances were held yesterday, May 27, 2019, saying the events were well attended.

Ms. Cooley announced the ribbon cutting ceremony for the new Rosemary Pool Complex will be held Friday, May 31, 2019 at 7 p.m.

7:45 p.m.

Adjourn:

Motion by Mr. Borrelli that the Select Board vote to adjourn the Select Board meeting of Tuesday, May 28, 2019.

Second: Ms. Cooley. Unanimously approved 4-0.

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

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

**Town of Needham
Select Board
Minutes for June 10, 2019
Needham Town Hall
Powers Hall**

7:00 p.m.

Call to Order:

A meeting of the Select Board was convened by Chair John A. Bulian. Those present were Maurice P. Handel, Matthew D. Borrelli, Marianne B. Cooley, Daniel P. Matthews, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt.

Mr. Bulian welcomed attendees to the Transportation Summit. He said the Select Board organized the summit to hear thoughts, concerns, and questions from the public about the state of transportation in Needham.

Ms. Fitzpatrick reported on the state of transportation in Needham commenting on the contemplated adoption of a long-term transportation plan by the Select Board outlining the Town's priorities. She noted projects of a certain size/nature could be considered under the state funding program, a process that could take 7-10 years or more.

Specifically, Ms. Fitzpatrick said the Town is in the process of selecting a consultant to help create the first phase of the complete streets program. She also commented on the expected completion of the pedestrian safety audit which will include recommendations for improvements around schools and in the business districts. She spoke about the 5-year phased streetscape plan and the use of state funding, saying the start of the second phase of construction is planned for 2020. Ms. Fitzpatrick said the Commonwealth approved the Highland Avenue corridor project with work expected to begin in the spring 2020. Ms. Fitzpatrick commented on the reconstruction of the intersection at 3rd Avenue at Kendrick Street, as well as future evaluation of signal changes at 4th Avenue at Kendrick Street. She noted the roads and bridges program and total spending of over \$34 million since 2005. Ms. Fitzpatrick spoke about the Healthy Aging Report emphasizing local transportation for seniors and other residents, and that the Town continues talking with the City of Newton on shared interests and the desire for "last mile" transportation from the commuter line. Ms. Fitzpatrick concluded with comments on the use of e-bikes, future use of autonomous vehicles, ride share programs, and that the Town continues talks with the MBTA on many issues including idling, station repair, on-time performance, scheduling, and bus routes.

Mr. Bulian invited comments from various board and committee members.

David Montgomery, 361 Webster Street, Chair Transportation Committee said his committee has focused on commuter rail service for many years. More recently,

he said the committee acknowledged commuter rail service is not the only mode of transportation, stating the committee would like to work with the Select Board on transportation related priorities. He said focus has been on reexamining existing and new bus service routes, as well as private/public partnership shuttle bus service for employees working in Needham.

Steve Delisi, 54 Elmwood Road, Chair, Traffic Management Advisory Committee (TMAC) said his committee deals mostly with safety issues, including crosswalks and signals, as well as complaints regarding speeding on residential streets.

Adam Block, 848 Central Avenue, Chair, Council of Economic Advisors commented his committee considers how businesses move employees around town through major arteries or by public transportation. He said improving the ability of customers to park and access small businesses is also a consideration. He said he is interested in understanding and helping with the implementation of suggestions.

Colleen Schaller, Chair, Council on Aging said the primary concern is moving the elderly population, saying at the moment the COA is "overloaded" with transportation requests to appointments of all sorts. She said public transportation of any kind would be extremely helpful.

Stephane Grably, Transportation Coordinator, Council on Aging said transportation requests are increasing approximately 10%-15% per year, commenting 11,121 ride requests are projected this year. He said it was surprising to him, when he was without a car for a couple of days, just how difficult it was to get places. He said people should understand what seniors experience when they are without a car. Mr. Grably said the Town not only provides rides, but a lifeline for seniors to get to appointments or to get prescriptions.

Justin McCullen, 22 Miller Street, member of the Transportation Committee, TMAC, and Emergency Planning Committee said it is important to consider a holistic plan regarding growth and how the Town deals with parking and modality.

Sandy Robinson, Community Council commented the mission of the Council is to fulfill under met needs of residents, including transportation. She said when the number of volunteer drivers diminished over the years, a partnership formed with Lyft, supported by the Council and the hospital. She said she is hopeful another van partnership is found and concluded the Community Council wants to be part of the conversation and part of the solution.

Mr. Bulian invited public comment.

Elizabeth Kaponya, 27 Highland Terrace said there are many needs to be met. She commented on the Northland project, a huge development with apartments, commercial, and business space. Ms. Kaponya suggested Needham Street will have much more traffic due to construction. She commented large businesses coming to Needham are usually required to provide mitigation, however her neighborhood has never seen any mitigation, except for the planting of a few trees. Ms. Kaponya suggested part of mitigation could include transportation to alleviate some of the traffic issues, perhaps collaborating with companies to “act quickly.” She acknowledged Lyft and Uber are nice options, but cars add to traffic problems. Ms. Kaponya said frequent, less expensive shuttle service is needed.

Gershon Gacs, 79 Pleasant Street said he rides his bicycle to Boston, but many people do not feel safe riding on the streets. He said the complete streets initiative is a great step. He commented steps can be taken to become a designated bicycle friendly community.

Greg Reibman, Newton Needham Regional Chamber of Commerce said revenue is needed to fix state wide issues. He commented many of the local steps noted by Ms. Fitzpatrick make sense. He suggested reading the Governor’s report and that the issue must be considered regionally, not just locally. Mr. Reibman commented on greenhouse gas, multimodal transportation, autonomous cars, rezoning of Muzi Ford property, and shuttle discussions being included in the Northland proposal.

Tom Francis, 124 Highgate Street said he rides his bike into Boston most days and it takes about the same amount of time as the train. He said his commute is more flexible. Mr. Francis said he does not fear riding the streets of Boston, however, riding the streets of Needham is the scariest part of his trip, particularly on Kendrick Street and Highland Street at rush hour. He suggested changes to improve safety.

Jackie DeWolfe, 242 Dedham Avenue said she hopes issues on transportation are always considered in a multimodal way, not pitting one mode against another. She commented she works for the Transportation Secretary for the state of Massachusetts. Ms. DeWolfe gave transportation statistics, noting most trips are less than 3 miles. She said she doesn’t want to have to think twice about safety before sending her child off to school on a bicycle in the coming years.

Mr. Bulian asked for comments from the Board.

Mr. Borrelli said mitigation sticks out in his mind, and a “hard look” must be taken. He said a shuttle service for seniors would affect the most people and could be feasible in the short term. Mr. Borrelli commented mitigation, thinking globally, and addressing senior population is a good start.

Mr. Handel said there are four aspects to the issue including travel from, to, within, and through Needham. He said the Town must consider what it can control, e.g. smaller shared shuttle service that meets the needs of many. He commented it may be good to inventory and coordinate resources among shuttle services. Mr. Handel said the issue is regional.

Mr. Matthews said the issue is complicated with many moving parts and differing needs. He commented people look to government to guide the process, and that most people generally do not want to pay more taxes. Mr. Matthews said hearing the initiatives from the Town Manager has been helpful and is a lot to think about.

Ms. Cooley said she is interested in seeing results of the complete streets study, and possible consideration of making some streets one-way to create a better system for all modes of transportation. She commented she supports the "last mile" and shuttle ideas. Of note, Ms. Cooley mentioned an idea introduced by Robin Chase who recommended parking garages be built with flat floors, so that they can be turned into housing when no longer needed. Ms. Cooley said the Town needs to be careful with what is put in place while trying to solve the problem.

Mr. Bulian commented moving people around and through town is a consistent theme. He said using WAZE creates traffic in neighborhoods that previously did not have traffic. Mr. Bulian reiterated a public/private shuttle system is an excellent idea. He noted the growing senior population, and the loss of freedom when seniors give up their vehicles. He said the Select Board have lamented on the transportation system of the Commonwealth over the years, particularly as the Board has moved to increase population through its own actions of approving large scale apartment complexes. Mr. Bulian said a shuttle system and improving streets to accommodate cars, pedestrians, and bicyclists is needed. He noted safety is most important, commenting on distracted drivers.

Mr. Bulian thanked attendees for their input.

7:50 p.m.

Adjourn:

Motion by Mr. Borrelli that the Select Board vote to adjourn the Select Board meeting of Monday, June 10, 2019.

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

**Town of Needham
Select Board
Minutes for June 11, 2019
Needham Town Hall
Select Board's Chamber**

6:45 p.m. Informal Meeting with Citizens: No activity.

7:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair John A. Bulian. Those present were Maurice P. Handel, Matthew D. Borrelli, Marianne B. Cooley, Daniel P. Matthews, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt.

7:00 p.m. Public Hearing: Level 3 Communications Grant of Location - 250 First Avenue
Shelly Cullen, Axis Engineering Group appeared before the Board as Level 3 Communications is requesting permission to install approximately (1) 4" Schedule 40 PVC underground conduit from an existing Level 3 manhole on First Avenue at A Street, approximately 386' to an existing utility pole #150-15/15. The work is necessary to provide fiber optic cable to bring 250 First Avenue new internet service.

Ms. Fitzpatrick indicated all paperwork is in order.

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

Motion by Mr. Handel that the Select Board approve and sign a petition from Level 3 Communications to install approximately (1) 4" Schedule 40 PVC underground conduit from an existing Level 3 manhole on First Avenue at A Street, approximately 386' to an existing utility pole #150-15/15. This work is necessary to provide fiber optic cable to bring 250 First Avenue new internet service.

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

7:01 p.m. Public Hearing: GioMare Group, Inc. Grant of Location - 66 Pickering Street
Chris Murray, Engineering Manager, GioMare Group, Inc., representing TC Systems appeared before the Board requesting permission to install conduit on Pickering Street and Great Plain Avenue, from utility pole #48/1 on Pickering Street to utility pole #121 on Great Plain Avenue for a total distance of approximately 165.' The reason for the work is to provide improved network connectivity to the Verizon Central office at 66 Pickering Street.

Ms. Fitzpatrick indicated all paperwork is in order.

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

Motion by Mr. Handel that the Select Board approve and sign a petition from GioMare Group Inc., on behalf of TC Systems to install conduit on Pickering Street and Great Plain Avenue, from utility pole #48/1 on Pickering Street to utility pole #121 on Great Plain Avenue for a total distance of approximately 165.' The reason for the work is to provide improved network connectivity to the Verizon Central office at 66 Pickering Street.

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

7:02 p.m. Public Hearing: Eversource Grant of Location - Country Way
Maureen Carroll, Eversource Energy representative appeared before the Board requesting permission to install approximately 36 feet of conduit in Country Way. This work is necessary to provide underground electric service to 371 Country Way.

Ms. Fitzpatrick indicated all paperwork is in order.

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

Motion by Mr. Handel that the Select Board approve and sign a petition from Eversource Energy to install approximately 36 feet of conduit in Country Way. This work is necessary to provide underground electric service to 371 Country Way.

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

7:03 p.m. Appointments and Consent Agenda:
Motion by Ms. Cooley that the Select Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS: No Appointments were made at this meeting.

CONSENT AGENDA

- 1. Accept the following donations made to the Needham Aging Services Donation Account in memory of Arlene Van Putten: \$50 from Lawrence & Marie Kelley; and \$25 from Thomas & Geraldine Lally.**
- 2. Accept a \$100 donation made to the Needham Aging Services Donation Account from Joy & Dale Truman.**
- 3. Approve a request from the Charles River YMCA to hold its 4th of July Road Race in Needham on July 4, 2019 from 5:30 a.m. to 11:00 a.m. The route of the race has been approved by the following departments: Police, Fire, DPW and Park and Recreation.**
- 4. Approve a 2019 Weekday Entertainment License for Poet King Restaurant Group d/b/a Hungry Coyote located at 1185 Highland Avenue, Needham.**
- 5. Approve a date correction on the May 13, 2019 Open Session minutes.**
- 6. Accept the following donation made to the Needham Community Revitalization Trust Fund: \$1500 from The Exchange Club of Needham.**

7. Approve a 2019 Weekday and Sunday Entertainment license for the Rotary Club of Needham, who will be hosting a carnival in July 2019 in Needham.
8. Endorse License and Memorandum of Understanding between the Town of Needham, Eat Farmhouse LLC, and Sol Soul Family Foods LLC.
9. Accept a \$25 donation made to Needham Youth & Family Services from the Kelleher family. The monies will be used towards future programs in the Youth & Family Services Department.
10. In accordance with Section 20B of the Town Charter, and upon the recommendation of the Town Manager and the Personnel Board, adopt a classification and compensation plan for fiscal year 2020.
11. Grant permission for the following residents to hold block parties:

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Rachel Black	83 Nardone Rd.	Jarvis Circle	9/14/19	9/15/19	1:30pm-7:30pm
Leah Schwartz	114 Gay Street	Gay Street	6/22/19	n/a	4:00pm-9:00pm

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

7:05 p.m. Public Hearing: Water and Sewer Rates

Members of the Water and Sewer Rate Structure Committee, John Cosgrove Jr., Chair, Tom Loughran, and Steve Rosenstock, David Davison, Assistant Town Manager/Finance, Evelyn Poness, Town Treasurer/Collector, and Christopher Seariac, Superintendent of Water and Sewer appeared before the Board to discuss water and sewer rates. It was noted the Water and Sewer Rate Structure Committee met on April 25, 2019, May 21, 2019, and again on June 5, 2019 to finalize its recommendation to the Select Board.

Mr. Davison referred to his memo to the Select Board dated June 11, 2019 explaining Coca Cola has ended its bottling operations in Needham and that the loss of revenue will have an impact on user rates. He noted Coca Cola will remain in Needham, consolidate operations, and improve the building to accommodate distribution and other functions. Mr. Davison reminded the Board that Coca Cola was a significant user of town water paying the top rate for 99% of its total usage, essentially providing a subsidy to the rate payers in town. He noted, overall, their purchase of water did not have an impact on the Town's cost of operations. However, he said, the departure of Coca Cola will have an impact on the sewer assessment, the full effect not being seen for three years. Discussion ensued regarding revenue needs to pay for daily maintenance operations, as well as long term capital investment. Mr. Davison said if rates were adjusted to meet targets in full next year (FY2020), this would result in an across the board increase in water rates of 7.3% and in sewer rates of 8.1%. He said the committee considered various options for mitigating the effect of the shortfall, however, have opted to recommend to the Select Board a rate scenario that spreads the burden equally amongst all rates with uniform increases in all block rate structures. Mr. Davison commented on factors in forecasting water rates and explained Table 1 on page 3 of his memo concerning water rate history, which will be relied upon going forward. Reference was made to Table 2 on page 4 of Mr. Davison's memo with discussion ensuing on

primary and secondary water usage. Mr. Davison said Needham continues to be competitive in its water rates, referring to Table 3 on page 5 of his memo, noting the town is 11th out of 19 surrounding communities to which it compares. Discussion continued regarding Needham's declining average water use, lower average water bill, and lower average water use per person/day. Mr. Davison referred to the proposed water and sewer rate structure chart on page 7 of his memo and explained the increases in steps to rate payers.

Mr. Bulian asked for Board comment.

Mr. Borrelli commented on irrigation use and top rates. He asked whether projections for next year are on target based on Coca Cola's departure? Mr. Davison said last year the forecast was water rates would not have to change but the top sewer rate would increase. He said if Coca Cola's had not ceased operation there would have been no need to increase rates for water.

Mr. Handel said the rates are very competitive, at least until 2024.

Ms. Cooley asked for clarification on expense targets and whether any projects are forecasted in the budgets for the next couple of years? Mr. Davison said capital investment is factored into the equation. Discussion ensued on the increase in the debt budget forecast which will pay for some significant capital improvements. Ms. Cooley said it would be helpful knowing the number of people who have differential rates for irrigation. Mr. Davison said that is difficult to find, as the MWRA does not provide irrigation rates. Ms. Cooley commented on Needham's flat sewer rates compared to surrounding communities, suggesting higher users pay a greater percentage. Mr. Davison said it may be possible to increase the higher step rates once there is a better sense of how behavior may change as a result of the rate structure. Discussion ensued on consequences of rate increases. Ms. Cooley said it would be useful knowing the benchmark cost, particularly when speaking with residents about their bill.

Mr. Bulian invited public comment.

Joshua Levy, 1606 Great Plain Avenue asked how fixed fees are calculated and whether they are periodically reviewed? Mr. Davison said the basic service fee is calculated to represent the cost of billing, administration, and water meter replacement.

Mr. Bulian said the record will be held open for additional correspondence and that action by the Board will be taken at the next Select Board meeting on June 25, 2019.

7:42 p.m.

Public Hearing: Transfer Station User Fees

Members of the Solid Waste Disposal & Recycling Advisory Committee including Jeff Heller, Chair and Steve Rosenstock, David Davison, Assistant Town

Manager/Finance, Evelyn Poness, Town Treasurer/Collector, and Gregory Smith, Superintendent of Solid Waste and Recycling Operations met with the Board to discuss the recommended rate proposal. It was noted the Solid Waste Disposal & Recycling Advisory Committee voted on the proposal on Tuesday, April 16, 2019.

Mr. Davison explained there are no significant changes in the rates and no recommendation to change the broad-based fees i.e. bag and open scale fees. He said minor changes in fee rates include disposal of mattresses and flat screen television/computer monitors. Mr. Davison said the fee for a mattress disposal is increasing to \$20 from \$5 because the benefits of a recycling grant ended. He commented the fee for disposing a flat screen television is decreasing to \$5 from \$15.

Discussion ensued on recycling mattresses, box springs, other items, costs, and the rate structure. Mr. Smith indicated he feels the fees are reflective of the cost to dispose items.

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

Mr. Bulian commented on the strength of yellow bags. Mr. Smith said there have been some complaints, however the manufacturer (WasteZero) has been fantastic with customer service and have sent free bags. Mr. Bulian asked about monitoring at the RTS, as some people are not using yellow bags. Mr. Smith said he believes things are better due to staff explaining to the public that yellow bags are a source of revenue for the town, and that cameras are now in use.

Mr. Heller commented on the time his committee spends talking about accountability and enforcement of the rules. He said many people who know the rules continually violate them. Mr. Matthews said the community, as a whole, is supportive and very compliant of the rules, but it is the behavior of a relatively small number of people who do not follow the rules.

Ms. Cooley commented the leaves and brush area seems a little mixed up. Mr. Smith said the challenge in the organics area is signage and subject to snow clearing operations. He noted Olin College has offered to work with the town, at no cost, to develop icons for use on signs.

Mr. Davison said operations are being modernized and soon customers will be able to pay for disposals by credit card or check at the RTS, rather than by receiving a bill in the mail.

Mr. Bulian said a vote on the recommended rate proposal will be taken by the Board at the next Select Board meeting on June 25, 2019.

8:15 p.m. Approval of the Sale of General Obligation Bond Anticipation Note (State House Note):

Dave Davison, Assistant Town Manager/Finance and Evelyn Poness, Town Treasurer/Collector appeared before the Board asking for approval of the sale of a State House Note which will mature prior to the end of the fiscal year. Also discussed was the upcoming bond anticipation sale that will be presented to the Board in two weeks for approval.

Motion A

Move by Mr. Handel that the Board approve that the sale of the \$288,000.00 General Obligation Bond Anticipation Notes of the Town dated June 17, 2019 (the "Notes"), to Century Bank at a price of \$288,000.00 is hereby approved and confirmed. The Notes shall be payable on June 27, 2019 and bear interest at 2.30%.

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

Motion B

Move by Mr. Handel that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 23, 2019, and a final Official Statement dated June 3, 2019 (the "Official Statement"), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved, and adopted.

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

Motion C

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

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

The Board signed the Note and Certificates.

8:09 p.m.

Town Manager:

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

Ms. Fitzpatrick reported the number of e-bike trips since the end of May totaled 23. She said more time is needed to assess the program.

Ms. Fitzpatrick updated the Board on the status of the Memorial Park field house. She said the goal is to be able to use the building for Exchange Club festivities on July 4th. Completion of the building is expected in the early fall. Mr. Bulian said a ribbon cutting for the new building is scheduled for Friday, September 13, 2019. Mr. Handel suggested folks check the website www.needhamexchangeclub.org for up to date information.

Ms. Fitzpatrick reported new carpet for DeFazio Field and Memorial Field will be installed over the summer. She anticipates work will be completed by August 22, 2019.

Ms. Fitzpatrick said construction of the new Cogswell Building on Central Avenue is on schedule.

Ms. Fitzpatrick said a time-lapsed video of construction of the new Police and Fire Station is available on YouTube.

8:20 p.m. Board Discussion:

1. Committee Reports

Ms. Cooley reported the N2025 Committee met with the consultant on June 4, 2019. She said lots of data needs to be gathered. She commented a meeting will be held in the summer and fall and anticipates the project to be completed in the winter. Ms. Cooley said she expects to know the documented population in Needham by the end of the project.

8:25 p.m. Adjourn:

Motion by Mr. Borrelli that the Select Board vote to adjourn the Select Board meeting of Tuesday, June 11, 2019.

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

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

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

Town of Needham
Water Sewer Billing System
Adjustment Form

DEPARTMENT OF PUBLIC WORKS

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

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

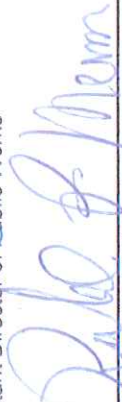
WHEREAS certain inadvertent error(s) were made in said commitment(s), it is hereby requested that you abate these particular account(s) in the amount(s) stated below.

Water Sales:	-\$100.35
Water Irrigation:	\$0.00
Water Admin Fees	\$0.00
Sewer Sales:	-\$288.99
Transfer Station Charges:	\$0.00
Total Abatement:	-\$389.34

Order #: 1276

Read and Approved:


Assistant Director of Public Works


Director of Public Works

For the Select Board

6/25/19

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

Prepared By:	Last Name	First Name	Customer ID#	Location ID#	Street Number	Street Name	Irrigation Water	Domestic Water	Sewer	Total	Reason	Corrected Last Read Y/N
JO	Council on Aging (1)						\$0.00	-\$100.35	-\$288.99	-\$389.34	COA	N

Total: -\$389.34

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

Legend:

O.I. = O.I. reading slower than inside meter causing large bill when inside meter is read.
 TWN = Town Project caused damage to private property
 EC = Extenuating Circumstances
 Equip = Equipment Malfunction
 UEW = Unexplained water loss
 ACC = Accidental Water Loss
 BP = Billing Period beyond 100 days
 COA - Council on Aging